



Minutes of the City of Calera Council Meeting September 6, 2022

The Council of the City of Calera met in the Council Chambers of the City Hall at 7901 Highway 31 on Tuesday, September 6, 2022, 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

City Attorney:

Bill Justice

Guests:

James Fuller, Bill Hilyer, Reggie Darden, Chris Pappas, Seth Gandy, Kelly Ellison, Sean Kendrick, David Hyche, Jackie Batson, Dennis Torrealba, Bill Davis, Ms. Baxley, Debbie and Richard Byers, Alison Powers, Dawn Gragg, Ken Thompson, Ross Naish, Autrey and Donna McMillian, Luke White, Aliya Mawhorter, William and Mary Beth Hains

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 Watts made a motion to approve and dispense with the reading of the following minutes:

Regular Meeting – August 15, 2022
Work Session – August 15, 2022
Budget Work Session – August 15, 2022
Budget Work Session – August 22, 2022

Council Member Montgomery 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:

Discussion only – No action taken

New Business:

Kelly Ellison, Finance Director presented the proposed 2022 / 2023 operating budget for approval. (See Attached)

Council Member Montgomery made a motion to approve the proposed operating budget. Council Member Watts seconded said motion and upon vote, the results were as follows:

AYES: Cost, Graham, Montgomery, Watts

NAYS: Busby, Morgan, Turner

Motion Passed

Kelly Ellison, Finance Director presented the following items for Authorization for Mayors Signature: Ground Lease Estoppel Letter, First Amendment to Outparcel Ground Lease, First Amendment to Memorandum of Lease (See Attached)

Council Member Cost made a motion to authorize the mayor to sign the items presented for approval. 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

James Fuller, IT Director, Project Updates: Website Changes, Demo of See, Click, Fix – Civic Optimize \$18,753.88 and Civic Clerk \$14,575.00 (See Attached)

Council Member Busby made a motion to approve the purchase of Civic Optimize and Civic Clerk. Council Member Turner seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Motion Passed

David Hyche, Police Chief, Introduction of New Dispatchers Luke White and Aliya Mawhorter

Resolution No. 2022-25- Request to Vacate Street/ Alley; Amy Badillo and Katie Cox (Request and map attached)

Council Member Busby moved that unanimous consent of the Council be given for immediate action upon Resolution No. R-2022-25. Council Member Morgan seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Council Member Cost moved that Resolution No. 2022-25 is adopted. Council Member Morgan seconded the motion and upon vote, the results were as follows:

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

NAYES: None

Motion Passed- Adopted this 6th day of September 2022

Resolution No. 2022-26- Bid Award Cosby Building Phase 1 (See Attached)

Council Member Cost moved that Resolution No. 2022-26 is adopted. Council Member Turner seconded the motion and upon vote, the results were as follows:

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

NAYES: None

Motion Passed- Adopted this 6th day of September 2022

Proclamation – National Suicide Prevention Week – September 4 – 10, 2022

Council Member Busby moved to declare September 4 – 10, 2022 as National Suicide Prevention Week. Council Member Turner seconded the motion and upon vote, the results were as follows:

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

NAYES: None

Motion Passed- Adopted this 6th day of September 2022

Authorization for Purchase of Property - Parcel ID 28 5 21 4 401 019.000 935 17th Avenue, Calera, Alabama 35040 - \$120,000.00

Council Member Turner moved to authorize Mayor Graham to purchase 935 17th Avenue Calera, AL 35040. Council Member Morgan seconded the motion and upon vote, the results were as follows:

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

NAYES: None

Motion Passed

Expenditure Request to Replace / Repair Plywood on the Cosby Building - \$3,050.00

Council Member Turner moved to authorize the expenditure of \$3,050.00 for the Cosby Building. Council Member Cost seconded the motion and upon vote, the results were as follows:

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

NAYES: None

Motion Passed

Appointment of Two Alternates to the Planning Commission – Andrew Fuller and George Marling

Council Member Busby made a motion to appointment Andrew Fuller and George Marling as alternates to the Planning Commission. No second given

Guests:

Council Member Busby made a motion to adjourn the meeting at 7:39 p.m.

Approved this 19th day of September 2022.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

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

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

For Discussion Only

ORDINANCE NO. 2022-

AN ORDINANCE AMENDING THE CODE OF CALERA, ALABAMA RELATING
TO THE SALE OF FIREWORKS

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Calera, Alabama, while in regular session on the ___ day of _____ 2022, at ___:___ a.m./p.m., as follows:

SECTION 1. Section 7-40(a) of the Code of Calera, Alabama is hereby amended to read as follows:

“(a) Common Class “C” 1.4G-7G Fireworks as presently or hereby defined by the U.S. Department of Transportation may be sold within the city limits during the period beginning on the 28th day of June and ending on the 6th day of July, and beginning on the 23rd day of December and ending on the 1st day of January of each year pursuant to the provisions of this article at the following times:

(1) For all permanent structures located within five hundred (500) feet of an Interstate Highway from which fireworks sales are permitted under this article sales may occur at any time or times throughout the year.

(2) For all temporary structures from which fireworks sales are permitted under this article sales may occur during the period beginning on the 28th day of June and ending on the 6th day of July, and beginning on the 23rd day of December and ending on the 1st day of January of each year.”

SECTION 2. Section 7-43 of the Code of Calera, Alabama is hereby amended to read as follows:

“All fireworks structures are subject to the following requirements and those required by the state department of insurance and state fire marshal’s office.

(1) Fireworks structures need not comply with the provisions of the building code provided, however, that all structures be erected in a manner that will reasonably ~~insure~~ ensure the safety

of attendants and customers, unless said structure is erected on a permanent foundation.

(2) Each structure must be at least ~~200~~ 50 feet away from any of the following: schools, public parks, playgrounds, oil distributor, propane and butane distributor, and retail gasoline service stations.

(3) Each structure must be at least 25 feet away from all other buildings and dumpsters.

(4) Each structure which allows the paying customers to enter must be at least 24 feet in length and eight feet in width.

(5) Each structure in excess of 24 feet in length must have at least two exits.

(6) Each structure in excess of 24 feet in length must have at least two ten-pound A.B.C. fire extinguishers that are properly marked and certified.

(7) No generators, gasoline, or other combustible materials may be placed within 50 feet of the structure.

(8) Fireworks structures can be permanent or temporary, and ~~are only allowed during the dates: Beginning on the 15th day of June and ending on the 7th day of July, and beginning on the 15th day of December and ending on the 2nd day of January of each year.~~

SECTION 2. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such holding shall not affect any other section, clause, provision or portion of this ordinance which is not, in and of itself, invalid or unconstitutional.

SECTION 3. This Ordinance shall become effective immediately upon its adoption and publication or by its otherwise becoming a law.

City of Calera 2022/2023 Budget
Attachment A

City of Caledonia 2022/2023 Budget

Attachment A	Governmental Funds								Proprietary Funds			Total All Funds
	General Fund	Court Fund	Debt Service Fund	Gas Tax Fund	American Rescue Fund	Sewer Fund	Gas Fund	Garbage Fund				
Revenues												
Taxes	\$ 18,053,284			173,507						\$ 18,053,284		
Other taxes										173,507		
Licenses and permits	3,079,549									3,079,549		
Fines and forfeitures		405,093								405,093		
Intergovernmental	285,066											
Charges for services	1,144,118					3,450,985	2,948,863	1,110,352		8,654,317		
Other revenues	105,527	112	100			3,388	131,988	385		241,500		
Total revenues	22,667,544	405,205	100	173,507		3,454,373	3,080,850	1,110,737		30,892,316		
Other financing sources												
Transfer in from other funds	1,807,722		2,401,299							4,209,021		
Total revenues and other sources	24,475,266	405,205	2,401,399	173,507		3,454,373	3,080,850	1,110,737		35,101,337		
Expenditures												
Personnel and benefits	13,037,696	150,285				933,428	627,594	354,062		15,103,065		
Operating services	3,731,032	96,002	721,399	100,000		1,702,980	1,966,894	465,108		8,783,416		
Debt service	183,218		1,680,000			606,047				2,469,265		
Capital outlay	5,702,608					380,000	128,500	193,865		6,404,973		
Other	16,500									16,500		
Total expenditures	22,671,054	246,287	2,401,399	100,000		3,622,456	2,722,988	1,013,036		32,777,219		
Other financing uses												
Transfers out to other funds	2,401,299	52,109			1,675,686		337,927	125,000		4,592,021		
Total expenditures and other uses	25,072,353	298,396	2,401,399	100,000	1,675,686	3,622,456	3,060,915	1,138,036		37,369,241		
Increase (decrease) in fund balance (modified accrual)	\$ (597,087)	* \$ 106,809	\$ 0	\$ 73,507	\$ (1,675,686)	\$ (168,083)	\$ 19,935	\$ (27,299)	\$ (2,267,904)			

* \$601,651 of the General Fund Capital Improvement Funds will be used to offset the General Fund Budget Deficit

Attachment B

Department**Total Budgeted Expenditures**

Administration	\$790,298	
I.T.	\$338,681	
Street	\$1,073,010	
Mechanic	\$181,812	
Business License/P&Z	\$163,555	
Engineering	\$637,926	
Inspections	\$266,862	
Maintenance	\$413,676	
Police	\$4,871,817	
Fire	\$4,954,762	
Library	\$458,115	
Rolling Hills	\$472,221	
Park and Rec	\$1,998,400	
Seniors	\$147,594	
Support and Donations	\$16,500	
Capital	\$5,702,608	
Debt Other Than Bond Debt	\$183,218	
Bond Debt- Transfer to Debt Service	\$2,401,299	
Total General Fund Departments	\$25,072,353	Agrees to total GF Expenditures & Other Financing Uses Line on Attachment A
Court	\$298,396	Agrees to total Court Expenditures & Other Financing Uses Line on Attachment A
Debt Service	\$2,401,399	Agrees to total Debt Service Expenditures & Other Financing Uses Line on Attachment A
Gas Tax	\$100,000	Agrees to total Gas Tax Expenditures & Other Financing Uses Line on Attachment A
American Rescue	\$1,675,686	Agrees to total American Rescue Expenditures & Other Financing Uses Line on Attachment A
Sewer	\$3,622,456	Agrees to total Sewer Expenditures & Other Financing Uses Line on Attachment A
Gas	\$3,060,915	Agrees to total Gas Expenditures & Other Financing Uses Line on Attachment A
Garbage	\$1,138,036	Agrees to total Garbage Expenditures & Other Financing Uses Line on Attachment A

GROUND LEASE ESTOPPEL LETTER

Publix Alabama, LLC
Attention: William W. Rayburn
P.O. Box 407
Lakeland, Florida 33802

THIS IS TO CERTIFY TO **PUBLIX ALABAMA, LLC**, an Alabama limited liability company ("**Purchaser**"), its successors and/or assigns, THAT:

1. The undersigned, The City of Calera, an Alabama municipal corporation, is the landlord ("**Landlord**") under that certain Ground Lease dated March 3, 2009 between the City of Calera, Alabama and Calera Crossings, LLC ("**Tenant**"), as amended by First Amendment to Ground Lease dated February 21, 2014 (as amended, the "**Ground Lease**"), covering the premises described on Exhibit 1, and under that certain Outparcel Ground Lease dated February 21, 2014 between the City of Calera, Alabama, as landlord and Calera Crossings, LLC as tenant, as amended by First Amendment to Outparcel Ground Lease dated on or about the date hereof (as amended, the "**Outparcel Ground Lease**"), covering the premises described on Exhibit 2 (together with the property described on Exhibit 1, the "**Property**") in the shopping center known as Calera Crossings.
2. The Ground Lease and the Outparcel Ground Lease (collectively, the "**Ground Leases**") are in full force and effect and have not been assigned, modified, supplemented, altered or amended in any respect (except as stated above).
3. Landlord has no knowledge of any event which with the giving of notice, the passage of time or both would constitute a default, breach or violation under the Ground Leases on the part of Tenant.

This certification is made with the knowledge that the undersigned has the requisite authority to execute this certificate on behalf of Landlord and that it will be relied upon by Purchaser, and its successors and assigns, in connection with the purchase and sale of the Property.

Upon completion, please return to Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, 420 20th Street North, Suite 1400, Birmingham, AL 35203, Attn: Jerad Myers, Email: jmyers@bakerdonelson.com.

[Signature on following page.]

Executed this 7 day of September, 2022.

LANDLORD

CITY OF CALERA:

By: Jon G Graham
Name: Jon G Graham
Title: Mayor

Attest:

Connie B Payton
City Clerk

[Signature page to Estoppel Letter]

EXHIBIT 1

LOT 7, CALERA MARKETPLACE, MAP BOOK 41, PAGE 48, RECORDS OF SHELBY
COUNTY, STATE OF ALABAMA.

EXHIBIT 2

OUTPARCELS 2, 3, 4, AND 5 OF CALERA MARKETPLACE, MAP BOOK 41, PAGE 48, RECORDS OF SHELBY COUNTY, STATE OF ALABAMA.

FIRST AMENDMENT TO OUTPARCEL GROUND LEASE

THIS FIRST AMENDMENT TO OUTPARCEL GROUND LEASE (this "Amendment") is made effective the 7 day of September, 2022, by and between the **CITY OF CALERA, ALABAMA**, a municipal corporation ("**Landlord**") and **CALERA CROSSINGS, LLC**, an Alabama limited liability company ("**Tenant**").

A. In accordance with the terms and conditions of the "**Development Agreement**" dated March 3, 2009, Landlord, as ground lease landlord, and Tenant, as ground lease tenant, entered into the Ground Lease, dated March 3, 2009, as amended by First Amendment to Ground Lease dated February 21, 2014 (as amended, the "**Ground Lease**"), with respect to the real property described in Exhibit A (as revised) of the Ground Lease.

B. Under Section 12(c) of the Ground Lease, Landlord, as ground lease landlord, and Tenant, as ground lease tenant, entered in the Outparcel Ground Lease, dated February 21, 2014 (the "**Outparcel Ground Lease**"), with respect to the real property described as Outparcel 1 ("**Outparcel 1**"), Outparcel 2, Outparcel 3, Outparcel 4, Outparcel 5, and Outparcel 6 ("**Outparcel 6**") of Calera Marketplace, Map Book 41, Page 48, records of Shelby County, State of Alabama.

C. At the time the Outparcel Ground Lease was executed, Outparcel 1 was owned by J. L. Lane Properties, LLC, an Alabama limited liability company, and therefore Outparcel 1 should not have been included in the description of the Outparcel Property set forth in Exhibit C to the Outparcel Ground Lease.

D. Pursuant to (i) that certain Statutory Warranty Deed from the City of Calera, Alabama to Tenant, dated November 7, 2016 and recorded as Instrument 20161122000429720 in the Office of the Judge of Probate of Shelby County, AL, and (ii) that certain Statutory Warranty Deed from Tenant to Elmtree Properties, L.L.C., an Alabama limited liability company, dated November 22, 2016 and recorded as Instrument 20161122000429940 in the Office of the Judge of Probate of Shelby County, AL, Outparcel 6 is no longer owned by Landlord, and therefore should be removed from the description of the Outparcel Property set forth in Exhibit C to the Outparcel Ground Lease.

E. The parties desire to amend the Outparcel Ground Lease in order to remove Outparcel 1 and Outparcel 6 from the description of the Outparcel Property set forth in Exhibit C to the Outparcel Ground Lease.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **PROPERTY.** Exhibit C of the Outparcel Ground Lease is hereby deleted in its entirety and replaced with **Exhibit C (Revised)**, attached to this Amendment. All references in the Outparcel Ground Lease to the "Outparcel Property" or the "Property" shall mean the real property described in **Exhibit C (Revised)**. Notwithstanding the foregoing, Tenant reserves all of its rights with respect to Outparcel 6 accruing prior to the conveyance of Outparcel 6 from

Landlord to Tenant.

2. **ENTIRE AGREEMENT/RECITALS.** This Amendment contains all of the agreements of the parties hereto with respect to the matters contained herein, and no oral agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose. Nothing in this Amendment shall be deemed to waive or modify any of the provisions of the Lease, except as expressly stated herein. Landlord and Tenant acknowledge and agree that, to the best of their knowledge, the Recitals contained herein are true and correct and are incorporated herein.

3. **NO MODIFICATION.** Except as expressly modified hereby, all other definitions, terms and provisions of the Lease (a) shall remain in full force and effect and are hereby ratified; (b) are incorporated herein by this reference, and (c) shall govern the conduct of the parties hereto; provided, however, to the extent of any inconsistency between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall control. Landlord may assign the Lease without consent of Tenant.

4. **COUNTERPARTS.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Ground Lease as of the date first above written with actual execution on the dates set forth in the respective acknowledgments below.

LANDLORD:

CITY OF CALERA, ALABAMA

By: *Jens Graham*
Mayor
Mayor

TENANT:

CALERA CROSSINGS, LLC

By: _____
Print Name: _____
Title: _____

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Calera Crossings, LLC, an Alabama limited liability company, is signed to the foregoing First Amendment to Outparcel Ground Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such _____ and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand this the _____ day of _____, 2022.

[NOTARIAL SEAL]

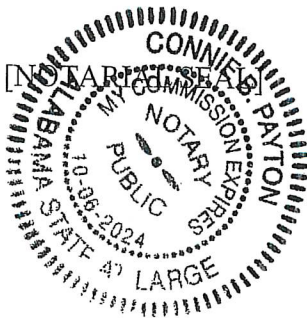
Notary Public
My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Jon Graham**, whose name as Mayor, of the City of Calera, Alabama, a municipal corporation, is signed to the foregoing First Amendment to Outparcel Ground Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand this the 7 day of September, 2022.



Connie B Payton
Notary Public
My Commission Expires: 10-6-24

EXHIBIT C (REVISED)

PROPERTY LEGAL DESCRIPTION

OUTPARCELS 2, 3, 4 AND 5 OF CALERA MARKETPLACE, MAP BOOK 41, PAGE 48, RECORDS OF SHELBY COUNTY, STATE OF ALABAMA.

**This instrument prepared by and
when recorded return to:**

Jerad D. Myers, Esq.
Baker, Donelson, Bearman, Caldwell
& Berkowitz, PC
420 20th Street North, Suite 1400
Birmingham, Alabama 35203

STATE OF ALABAMA)
)
SHELBY COUNTY)

FIRST AMENDMENT TO MEMORANDUM OF LEASE

THIS FIRST AMENDMENT TO MEMORANDUM OF LEASE AGREEMENT (this "Amendment") is made and entered into as of this 7 day of Sept, 2022, by and between CITY OF CALERA, ALABAMA, a municipal corporation ("**Landlord**"), and CALERA CROSSINGS, LLC, an Alabama limited liability company ("**Tenant**").

A. Landlord and Tenant a parties to that certain Outparcel Ground Lease dated February 21, 2014 (the "**Outparcel Ground Lease**"), whereby Landlord leased to Tenant Outparcel 1 ("**Outparcel 1**"), Outparcel 2, Outparcel 3, Outparcel 4, Outparcel 5, and Outparcel 6 ("**Outparcel 6**") of Calera Marketplace, Map Book 41, Page 48, records of Shelby County, State of Alabama.

B. A Memorandum of Lease with respect to such Outparcel Ground Lease of even date therewith was recorded in the Office of the Judge of Probate of Shelby County, Alabama on February 21, 2014 as Instrument 20140221000048340 (the "**Memorandum of Lease**").

C. At the time of execution of the Outparcel Ground Lease and Memorandum of Outparcel Ground Lease, Outparcel 1 was not owned by Landlord and was inadvertently included in the legal description of the Premises in the Memorandum of Lease.

D. Tenant exercised its option to purchase Outparcel 6 from Landlord pursuant to the Outparcel Ground Lease on November 7, 2016, as evidenced by that certain Statutory Warranty Deed from Landlord to Tenant, dated November 7, 2016, and recorded as Instrument 20161122000429720 in the Office of the Judge of Probate of Shelby County, Alabama.

E. Landlord and Tenant desire to replace Exhibit "A" to the Memorandum of Lease with the Exhibit "A" (Revised) attached to this Amendment.

NOW THEREFORE, for and in consideration of the covenants and promises of the parties set forth in the Lease, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are expressly acknowledged by the parties hereto, Lessors and Lessees hereby amend the Original MOL as follows:

1. **DEFINED TERMS.** Capitalized terms used and not otherwise defined in this Amendment shall have the meanings ascribed thereto in the Memorandum of Lease.

2. **AMENDMENT.** The parties hereby amend the Memorandum of Lease by deleting Exhibit "A" to the Memorandum of Lease in its entirety and replacing it with the Exhibit "A" (Revised) attached hereto and incorporated herein by reference. Notwithstanding the foregoing, Tenant reserves all of its rights with respect to Outparcel 6 accruing prior to the conveyance of Outparcel 6 from Landlord to Tenant.

3. **BINDING EFFECT.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. **RATIFICATION.** Except as expressly amended hereby, the parties hereby confirm and ratify the Memorandum of Lease in all respects.

5. **NECESSARY ACTION.** Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Amendment.

6. **GOVERNING LAW.** This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama applicable to contracts executed and performed in such commonwealth, without giving effect to conflicts of law principles.

7. **ENTIRE AGREEMENT: MODIFICATION.** This Amendment, including the exhibits attached hereto, and other written agreements executed and delivered in connection herewith by the parties, shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Amendment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment, unless the severance of such provision would be in opposition to the parties' intent with respect to such provision.

8. **COUNTERPARTS.** This Amendment may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

9. **RECITALS.** The recitals to this Amendment are hereby incorporated into and made a part of this Amendment.

[Signatures and acknowledgments on the following pages]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this First Amendment to Memorandum of Lease as of the date first above written with actual execution on the dates set forth in the respective acknowledgments below.

LANDLORD:

CITY OF CALERA, ALABAMA

By: Jon Graham
Jon Graham, Mayor

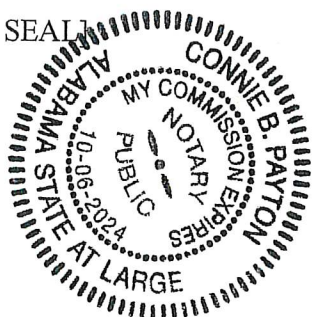
STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Jon Graham**, whose name as Mayor, of the City of Calera, Alabama, a municipal corporation, is signed to the foregoing First Amendment to Outparcel Ground Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand this the 7 day of September, 2022.

[NOTARIAL SEAL]



Connie B Payton
Notary Public
My Commission Expires: 10-6-24

IN WITNESS WHEREOF, the parties hereto have executed and delivered this First Amendment to Memorandum of Lease as of the date first above written with actual execution on the dates set forth in the respective acknowledgments below.

TENANT:

CALERA CROSSINGS, LLC

By: _____
Print Name: _____
Title: _____

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Calera Crossings, LLC, an Alabama limited liability company, is signed to the foregoing First Amendment to Outparcel Ground Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such _____ and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand this the ____ day of _____, 2022.

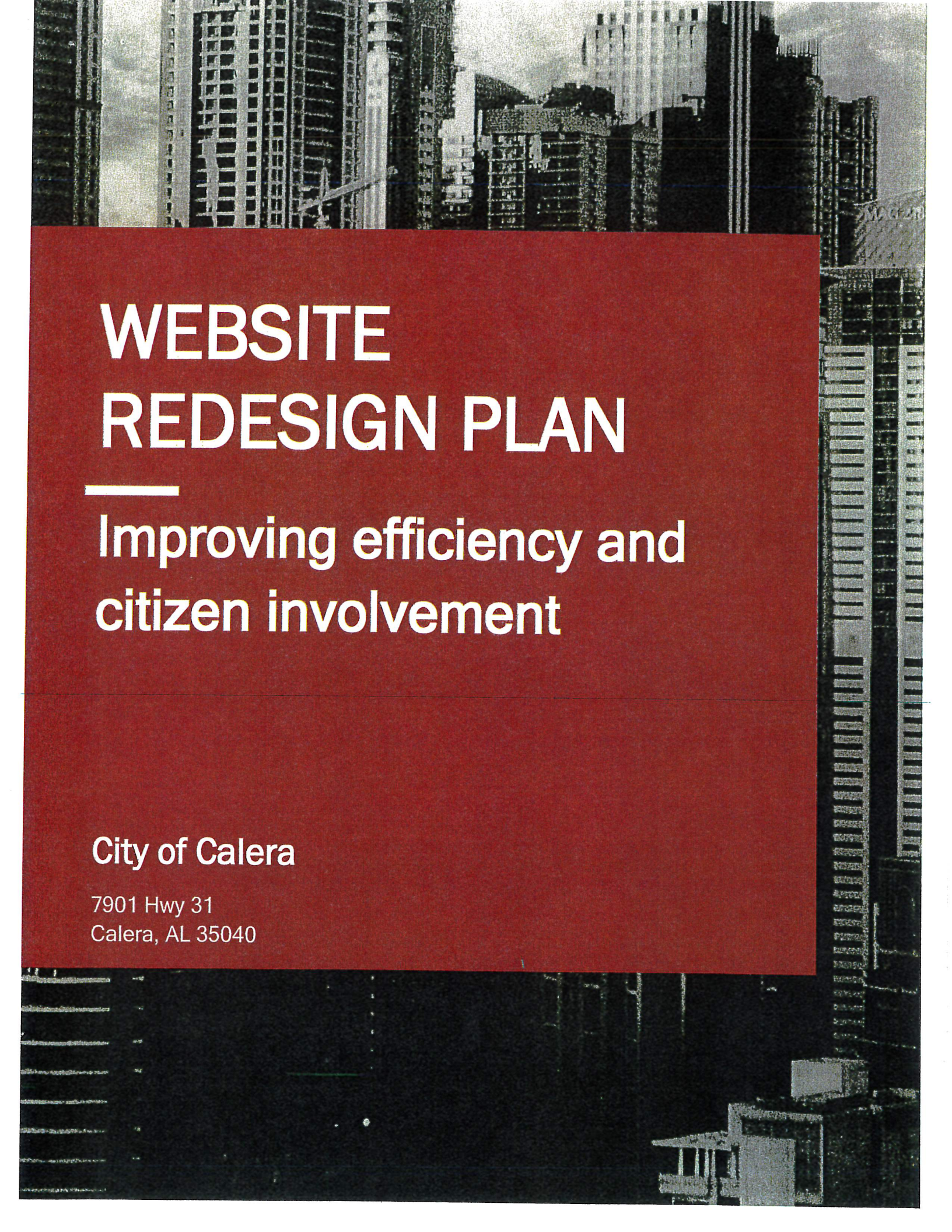
[NOTARIAL SEAL]

Notary Public
My Commission Expires: _____

EXHIBIT "A" (REVISED)

PREMISES LEGAL DESCRIPTION

OUTPARCELS 2, 3, 4 AND 5 OF CALERA MARKETPLACE, MAP BOOK 41, PAGE 48,
RECORDS OF SHELBY COUNTY, STATE OF ALABAMA



WEBSITE REDESIGN PLAN

Improving efficiency and
citizen involvement

City of Calera

7901 Hwy 31
Calera, AL 35040

City of Calera Website Redesign Plan

Updating Information and Overall Look

- ✓ Give our citizens the answers they need as quickly and easily as possible. (Chat Bot)
- ✓ Allow citizens to fill out forms securely online with encryption for applications like utility service applications, business license applications, plat applications, etc. These forms, once submitted, can go through a workflow that routes the form to the correct employee(s) based on preset rules and circumstances. (Civic Optimize)
- ✓ Reporting concerns or making requests like nuisance complaints, brush pickups, missed trash pickups, potholes, traffic light issues, missing or damaged street signs, etc. (See, Click, Fix)
- ✓ Searchable agendas and minutes to increase transparency with our citizens. Embedded video on our website of public meetings to go along with those agendas that are bookmarked for the citizen who may only be concerned about a certain topic on an agenda. (Civic Clerk)
- ✓ ADA compliancy to make our website easier for citizens with special needs to be able to use our website
- ✓ Mini-site inside of our site to spotlight the library and their activities
- ✓ Mini-site for the Revenue / Business License Department to have a "one stop shop" for business owners to go to handle all of their renewal and sales tax submissions forms.

We are requesting the following software add-ons to complete this transformation:

Civic Optimize - \$18,753.88 (Normally \$23,063) - Implementation time: 6 weeks

Civic Clerk - \$14,575 (Normally \$21,635) - Implementation 12-14 weeks

See, Click, Fix and Chat Bot are already live on the current website



Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2022-25

WHEREAS, a declaration signed by Amy Badillo and Katie Cox owners of the lands abutting the hereinafter described portion of streets and/or alleys situated in the City of Calera, County of Shelby, State of Alabama, vacating said streets/alleys or portion of streets/alleys, has been duly presented to the City Council of the City of Calera, Alabama, for assent and approval of said governing body, said declaration attached being hereto affixed, marked "Exhibit A," and made a part hereof; and

WHEREAS, the street or alley referred to are more particularly described as follows:

**See Attached Legal Description
Exhibit A**

WHEREAS, it appears to the City Council of the City of Calera, Alabama that the vacations of said street/alley are in order and that convenient and reasonable means of ingress and egress is afforded to all other property owners owning properties in the subdivision embraced in said map of Dunstan's Survey of the City of Calera, Alabama. Subject, however to all existing right-of-ways or easements for public utilities and to all utility facilities presently situated in said area vacated, subject to this provision.

Council Member Busby moved that unanimous consent of the Council be given for immediate action upon Resolution No. R-2022-25.

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

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

NAYS: None

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

Council Member Cost moved that Resolution No. R-2022-25 be adopted.

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

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

NAYS: None

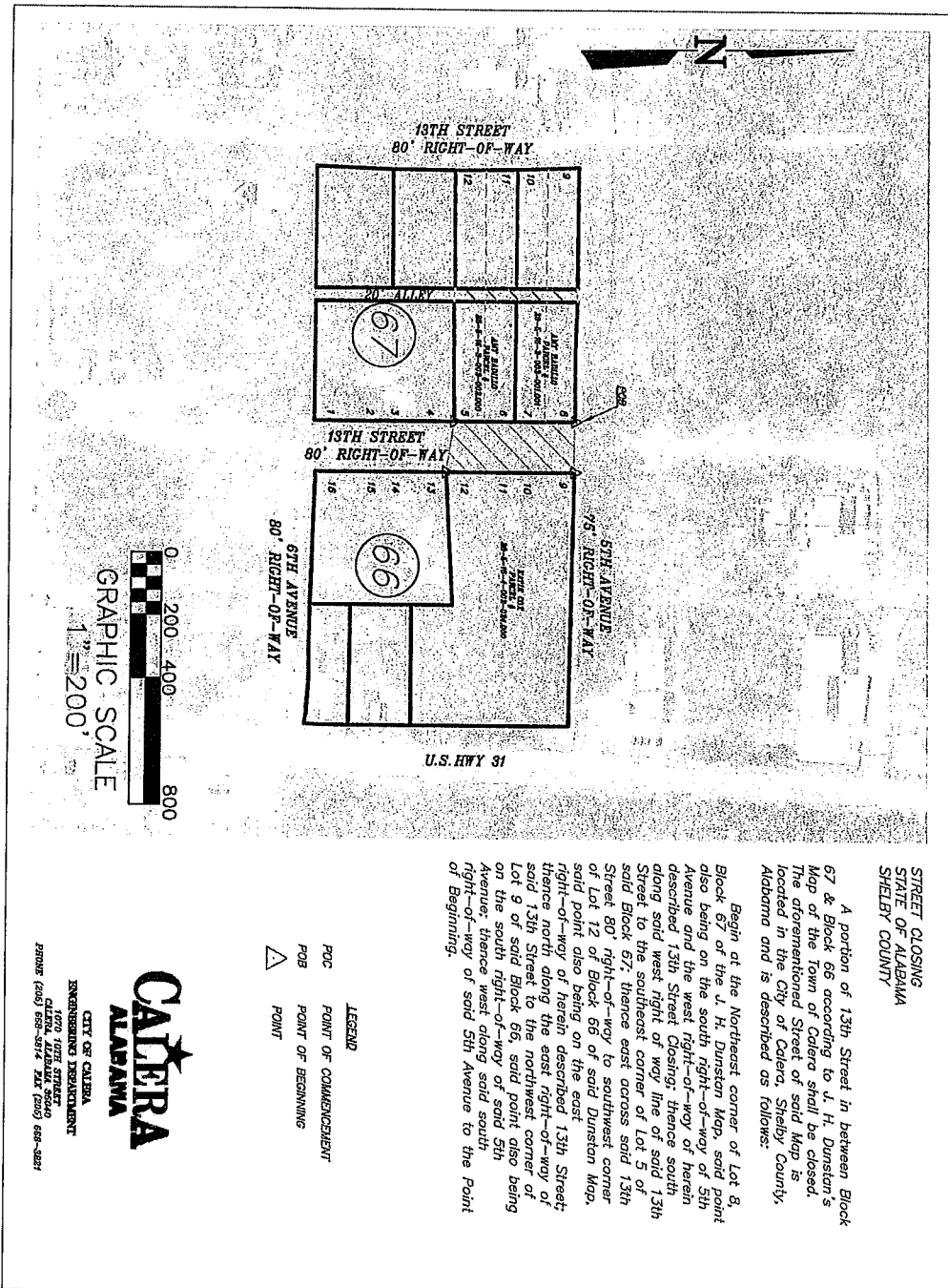
Mayor Graham declared Resolution No. R-2022-25 adopted.

Adopted this 6th day of September 2022.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk



REQUEST TO VACATE STREET/ALLEY

I, Amy Badillo and Katie Cox, do hereby request the Mayor and Council of the City of Calera, Alabama to vacate the following described street:

**A portion of 13th Street between Block 67 & Block 66 of the J.H Dunstan Map
of the Town of Calera.**

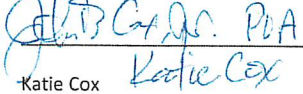
(See attached Legal Descriptions)

We further certify that we are the sole property owners adjacent to said street and the vacation of this street would deny ingress and egress to other property owners owning properties in subdivision embraced in said map of J.H. Dunstan's Survey of the Town of Calera.



Amy Badillo

Date: 8/16/22


Katie Cox

Date: 8/19/2022

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2022-26

A RESOLUTION ACCEPTING A BID FOR COSBY BUILDING PHASE ONE PROJECT FOR THE CITY OF CALERA, ALABAMA.

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

WHEREAS, bids were opened at Calera City Hall on August 24, 2022, at 10:00 a.m.; and

WHEREAS, bids were as follows:

Company	
Martin Navarro	\$32,750.00
RAN GC, LLC	\$42,000.00
J Dog Junk Removal	\$72,000.00

WHEREAS, the Mayor and Council of the City of Calera, at the Regular Meeting on September 6, 2022 considers the recommendation of Mr. Chris Pappas. The Mayor and Council will award the bid for the Cosby Building Phase One Project in the amount of \$32,750.00 to Martin Navarro.

(Copy of Mr. Chris Pappas, City Engineer recommendation letter attached to this Resolution)

Council Member Cost moved that Resolution No. R-2022-26 be adopted. Council Member Turner seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Mayor Graham declared Resolution No. R-2022-26 adopted.

Adopted this 6th day of September 2022.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

City of Calera

JON GRAHAM
Mayor
CONNIE PAYTON
City Clerk
CHRIS PAPPAS
City Engineer



COUNCIL MEMBERS:
ERNEST MONTGOMERY
CALVIN MORGAN
KENNETH COST
PHILLIP BUSBY
ALAN WATTS
KAY TURNER SNOWDEN

September 1, 2022

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

Re: Cosby Building
Phase One Project

Dear Mayor Graham:

As you know, we opened bids for the above referenced project on August 24, 2022. I have attached a copy of the Bid bids for your review.

This Project includes trash and debris removal from the interior of the Cosby Building. The low bidder for this project is Martin Navarro with a low bid in the amount of \$32,750.00.

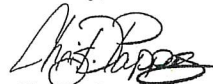
BID TABULATION:

Martin Navarro	\$32,750.00
RAN GC, LLC	\$42,000.00
J Dog Junk Removal	\$72,000.00

Based on the favorable bid I recommend that the City Council award the low bid in the amount of \$32,750.00 to Martin Navarro.

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

Sincerely,


Chris D. Pappas, PE
City Engineer

Cc: Council Members

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

BID SCHEDULE:

LUMP SUM BID: \$ 32,750.00

CONTRACTOR'S NAME: Martin Navarro
~~XXXXXXXXXXXX~~

ADDRESS: 1564 Kent dairymd.
lot 177, alabaster, AZ 35007

PHONE: 205-910-9236

EMAIL: Theo7alepainting@icloud.com

BID SCHEDULE:

LUMP SUM BID: \$42,000.00

CONTRACTOR'S NAME: RAN GC, LLC

ADDRESS: 2008 Long Branch Circle

Calera, AL 35040

PHONE: 205-616-3368

EMAIL: russelldavisenterprises@gmail.com

BID SCHEDULE:

LUMP SUM BID: \$ 72,000

CONTRACTOR'S NAME: Anthony Boyd / J Dog Junk Removal

ADDRESS: 234 Dunbar Dr
Calera, AL 35040

PHONE: 205-223-0612

EMAIL: aboyle@jdog.com

Proclamation
National Suicide Prevention Week
September 4 – 10, 2022

This Proclamation recognizes suicide as a national and statewide public health problem, and suicide prevention as a national and statewide responsibility, and designates September 4–10, 2022 as “National Suicide Prevention Week” in Alabama. This week overlaps World Suicide Prevention Day, September 10, recognized internationally and supported by the World Health Organization.

WHEREAS, suicide is the 12th leading cause of death in the United States, the 3rd leading cause of death among children and teens ages 10-19 and the 2nd leading cause of death among individuals between the ages of 20 to 34;

WHEREAS, in the United States over 45,000 people died by suicide in 2020 (Centers for Disease Control);

WHEREAS, suicide rates have increased 30% over the last two decades, with suicide rates finally decreasing 2.1% between 2018 and 2019 and decreasing 2.9% between 2019 and 2020;

WHEREAS, it is estimated that in 2020, there were 1.2 million suicide attempts;

WHEREAS, in 2020, suicide was the 13th leading cause of death in Alabama (Centers for Disease Control);

WHEREAS, in 2020, 793 people died by suicide in Alabama (Centers for Disease Control);

WHEREAS, over 90% of the people who die by suicide have a diagnosable and treatable mental health condition, although often that condition was not recognized or treated;

WHEREAS, organizations such as the American Foundation for Suicide Prevention are dedicated to saving lives and bringing hope to those affected by suicide, through research, education, advocacy, and resources for those who have lost someone to suicide or who struggle, and urge that we:

1. Recognize suicide as a preventable national and state public health problem and declare suicide prevention to be a priority.
2. Acknowledge that no single suicide prevention program or effort will be appropriate for all populations or communities.
3. Address the disparity in access to mental healthcare for underserved and underrepresented groups, and advocate for ending these disparities.

4. Fund new suicide research to support culturally informed and evidence-based mental health care and services.
5. Encourage initiatives based on the goals contained in the National Strategy for Suicide Prevention.
6. Promote awareness that there is no single cause for suicide, and that suicide most often occurs when stressors exceed the coping abilities of someone struggling with a mental health condition.
7. Develop and implement strategies to improve and increase access to quality mental health, substance abuse, and suicide prevention services and programs.
8. Continue advocacy to ensure we can reimagine a comprehensive suicide, mental health, and substance use crisis response system that builds on the historic new 988 number for the Suicide and Crisis Lifeline.

NOW, THEREFORE, BE IT RESOLVED that, I, Jon G. Graham, Mayor of Calera, do hereby designate September 4 - 10, 2022, as "National Suicide Prevention Week" in Calera, Alabama.

Council Member Busby made a motion to designate September 4 – 10, 2022 as "National Suicide Prevention Week" Council Member Turner seconded said motion and upon vote, the results were as follows:

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

NAYS: None

Adopted September 6, 2022

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk