



Minutes of the City of Calera Council Meeting – December 7, 2020

The Council of the City of Calera met in the Council Chambers of the City Hall at 7901 Highway 31 on Monday, December 7, 2020 at 6:30 p.m., in a regular meeting. Mayor Graham presiding.

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:

Kelly Ellison, David Hyche, Sean Kendrick, Bill Hilyer, Stephanie Busby, Chris Pappas, Reggie Darden, Bill Davis, Ann Davis, Tip Edwards, Seth Gandy, Marvin Gentry, James Fuller, Alison Powers, Brianne Gilliland, Adrienne Turner

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

Word of Prayer and Pledge of Allegiance:

Alan Watts opened the meeting with prayer and the Pledge of Allegiance.

Approval of Minutes:

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

Regular Meeting – November 16, 2020
Work Session – November 16, 2020

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

New Business:

Professional Services Agreement - Skipper Consulting, Inc. - Traffic Engineering Services – Scope of Work – Traffic Signal Warrant Evaluation: (See Attached Agreements)

Alabama Highway 70 and Shelby County Highway 42
Alabama Highway 25 and Shelby County Highway 42

Council Member Busby made a motion authorizing Mayor Graham to sign the Professional Services Agreements with Skipper Consulting, Inc. for phase one for both intersections listed above. 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 - Adopted this 7th day of December, 2020

Resolution No. 2020-39 Surplus City Department Inventory

Council Member Watts moved that Resolution No. R-2020-39 is 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

Motion Passed - Adopted this 7th day of December, 2020

Ordinance No. 2020-08 – 2020 Severe Weather Preparedness Tax Holiday – February 26 - 28, 2021

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

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

NAYS: None

The Mayor declared said motion carried and unanimous consent given.

Council Member Turner moved Ordinance No. 2020-08 be adopted. Council Member Morgan seconded said motion and upon vote the results was as follows:

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

NAYS: None

Motion Passed – Adopted this 7th day of December, 2020

Guests:

Tip Edwards addressed the Mayor and Council Members about concerns in the Shiloh Creek Subdivision (See attached handout)

Fredrick King was not in attendance

Council Member Busby made a motion to adjourn the meeting at 7:15 p.m.

Approved this 21st day of December 2020.

Jon G. Graham, Mayor

ATTEST:

Connie B. Payton, City Clerk

PROFESSIONAL SERVICES AGREEMENT
Between
City of Calera and Skipper Consulting, Inc.

This Agreement is made by and between the **City of Calera ("City")**, doing business at Post Office Box 488, Calera, Alabama 35602 and, **Skipper Consulting, Inc. ("Consultant")**, doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

Who agree as follows: City requires professional traffic engineering services to undertake a traffic signal warrant studies at the intersection of Alabama Highway 70 and Shelby County Highway 42 in Calera, Alabama. The Consultant shall be authorized to start work on the services outlined in this agreement upon execution of this Agreement. The City and Consultant agree this agreement, together with Exhibit A referred to herein; constitute the entire agreement between them relating to this assignment.

1. PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this agreement: SEE EXHIBIT "A"

2. CITY'S RESPONSIBILITIES: The City, at their expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in their files. This shall include a base survey of the intersection within the limits specified by the Consultant. The Consultant may rely on the information provided by the City without verification.

The City will designate a representative who shall have the authority to act on behalf of the City for this project.

The City shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. COMPENSATION, BILLING, PAYMENT, and PERFORMANCE SCHEDULE: Skipper Consulting Inc. would on behalf of the City, undertake the work outlined in Exhibit "A" on a fixed fee basis as follows:

<u>Work Task</u>	<u>Budget Amount</u>
Preliminary Traffic Signal Warrant Evaluation	\$ 2,500.00
Upon Authorization to Proceed from Client:	
Traffic Signal Warrant Study Documentation	\$ 6,000.00
Total	\$ 8,500.00

The CITY would be billed monthly based on the work completed during the billing period. Invoices are payable within 30 days from the receipt by the CITY, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the CITY other than those conditions, if any, specifically set forth in this agreement.

If complications or other unforeseen factors cause a change in the scope of work outlined in Section 1, the Consultant will notify the City, or their representative, in writing of the changes and any adjustments to the fee required by such change. If the City wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant is prepared to amend this agreement or submit a proposal for the additional work.

If for any reason, payment for invoices from any of the City reaches more than 15 days past the due date, the Consultant has the right to stop work on the assignment until such payment is made. All past due invoices shall accrue interest at the rate of 1.5% per month. The Consultant will not be liable for any delays to project schedules caused for such work stoppage. Furthermore, should the Consultant be required to take legal action including, but not limited to, suit to collect for services, the City shall be

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responsible for all costs and reasonable attorney fees in the collection of all amounts due for services rendered under this agreement, or any amendments hereto.

This proposal has been prepared with the expressed understanding that the selection of our firm to perform these professional services is based upon the qualifications, experience and reputation of the staff of Skipper Consulting, Inc., and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions regarding the technical scope and/or schedule of fees for this proposal. If the City should request additional prices for the scope of work included herein from other consulting engineers, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

4. STANDARD TERMS AND CONDITIONS

Services provided by the Consultant shall be performed based on standard professional practices exercised by the transportation engineering and planning profession and upon standards within the locality where the services are provided.

Consultant's relationship to City shall at all times be that of an associate consultant, and at all times this relationship shall be governed by, and in strict accordance with this agreement.

The City shall, without limit, have final right of review and approval of all plans and specifications that shall be the essence of this agreement; however, review and approval shall not be withheld unreasonably.

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

This agreement may be terminated by either party upon 10 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination of this agreement, due to the fault of someone other than the Consultant, Consultant shall be paid for services performed to termination date, including reimbursements then due.

The Consultant agrees to furnish consulting services only, as may be required for any and all work required by the City. Consultant shall be responsible for coordination of his work with that of the City.

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as will protect him from claims under the workers' compensation acts and form claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this agreement. Certificates of such coverage will be provided to City upon request.

To the fullest extent permitted by law, the City and Consultant agree that, except for claims of indemnification, the time period for claims under this agreement shall expire one year following completion of the project.

City shall provide Consultant access to the project site necessary for the Consultant to provide the services outlined.

Reuse of any documents or other deliverables pertaining to the project by the City other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at the risk of the City.

No employee or agent of the Consultant shall have individual liability to the City.

The persons signing this agreement warrant that they have the authority to sign on behalf of the City and Consultant.

APPROVED FOR CITY

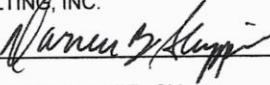
By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR SKIPPER
CONSULTING, INC.

By: 

Printed Name: Darrell B. Skipper

Title: President

Date: 11/17/2020

Exhibit "A"
Traffic Engineering Services - Scope of Work
Traffic Signal Warrant Evaluation
Calera, Alabama

Skipper Consulting, Inc. proposes to provide traffic engineering services on behalf of the Client for undertaking a traffic signal warrant evaluation for the following intersection in Calera, Alabama:

- Alabama Highway 70 at Shelby County Highway 42

The purpose of the traffic signal warrant evaluations will be to determine the appropriate traffic control at the subject intersection.

Task 1 – Preliminary Evaluation

Project Initiation and Data Collection

The Consultant would conduct a site visit to observe existing roadway conditions, posted speed limit, traffic control, and other pertinent traffic data.

The Consultant will conduct the following traffic counts:

- 24-hour traffic counts along the approach of the intersection.
- Peak hour intersection turning movement counts for the morning and afternoon commuter peak periods.

Traffic Signal Warrant Analysis - Preliminary

The Consultant would undertake a preliminary traffic signal justification evaluation utilizing the guidelines as established by the Alabama Department of Transportation (ALDOT) and the City of Calera. After traffic count data has been collected, the Consultant will:

- Review existing hourly and peak traffic count data
- Apply Right Turn Reduction as required in the ALDOT procedure for signal warrants and right turn reduction outlined in their Traffic Signal Design Handbook.
- Compare current right turn reduced traffic volumes with criteria as established by ALDOT, Calera, and outlined in the Uniform Manual on Traffic Control Devices.

Task 2 – Traffic Signal Warrant Analysis Documentation

Upon authorization from the Client, the Consultant will complete all required analyses efforts and documentation to complete a full ALDOT required traffic signal warrant study.

Documentation

The Consultant will summarize the results of the traffic signal warrant study in a technical memorandum format the intersection. Data collected, analysis and findings will be outlined in the memorandum, which will be published in "draft" format and submitted to the Client for review and comment. Upon receipt of any comments, the Consultant would finalize the Technical Memorandum and provide to the Client for their use and distribution. One (1) print copy and a PDF of each Technical Memorandum would be provided by the Consultant to the Client for their uses.

Meetings with Calera

The Consultant assumes that no meetings would be required for this project. However, if the need arises to conduct additional meetings, this would be considered outside the scope of this project. Any additional meetings would be billed to the Client on a time & materials basis utilizing current Skipper Consulting Inc. labor rates.

EXCLUSIONS - The following items are excluded from this Scope of Work:

- Geotechnical investigation;
- Pole foundation design;
- Signal pole design;
- Construction inspection;
- Surveying; and
- Traffic Signal Coordination Timings.

PROFESSIONAL SERVICES AGREEMENT
Between
City of Calera and Skipper Consulting, Inc.

This Agreement is made by and between the **City of Calera ("City")**, doing business at Post Office Box 488, Calera, Alabama 35602 and, **Skipper Consulting, Inc. ("Consultant")**, doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

Who agree as follows: City requires professional traffic engineering services to undertake a traffic signal warrant studies at the intersection of Alabama Highway 25 and Shelby County Highway 42 in Calera, Alabama. The Consultant shall be authorized to start work on the services outlined in this agreement upon execution of this Agreement. The City and Consultant agree this agreement, together with Exhibit A referred to herein; constitute the entire agreement between them relating to this assignment.

1. PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this agreement: SEE EXHIBIT "A"

2. CITY'S RESPONSIBILITIES: The City, at their expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in their files. This shall include a base survey of the intersection within the limits specified by the Consultant. The Consultant may rely on the information provided by the City without verification.

The City will designate a representative who shall have the authority to act on behalf of the City for this project.

The City shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. COMPENSATION, BILLING, PAYMENT, and PERFORMANCE SCHEDULE: Skipper Consulting Inc. would on behalf of the City, undertake the work outlined in Exhibit "A" on a fixed fee basis as follows:

<u>Work Task</u>	<u>Budget Amount</u>
Preliminary Traffic Signal Warrant & Lane Needs Evaluation	\$ 4,500.00
Upon Authorization to Proceed from Client:	
Traffic Signal Warrant Study Documentation	\$ 6,000.00
Total	\$ 10,500.00

The CITY would be billed monthly based on the work completed during the billing period. Invoices are payable within 30 days from the receipt by the CITY, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the CITY other than those conditions, if any, specifically set forth in this agreement.

If complications or other unforeseen factors cause a change in the scope of work outlined in Section 1, the Consultant will notify the City, or their representative, in writing of the changes and any adjustments to the fee required by such change. If the City wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant is prepared to amend this agreement or submit a proposal for the additional work.

If for any reason, payment for invoices from any of the City reaches more than 15 days past the due date, the Consultant has the right to stop work on the assignment until such payment is made. All past due invoices shall accrue interest at the rate of 1.5% per month. The Consultant will not be liable for any delays to project schedules caused for such work stoppage. Furthermore, should the Consultant be required to take legal action including, but not limited to, suit to collect for services, the City shall be

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responsible for all costs and reasonable attorney fees in the collection of all amounts due for services rendered under this agreement, or any amendments hereto.

This proposal has been prepared with the expressed understanding that the selection of our firm to perform these professional services is based upon the qualifications, experience and reputation of the staff of Skipper Consulting, Inc., and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions regarding the technical scope and/or schedule of fees for this proposal. If the City should request additional prices for the scope of work included herein from other consulting engineers, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

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This agreement may be terminated by either party upon 10 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination of this agreement, due to the fault of someone other than the Consultant, Consultant shall be paid for services performed to termination date, including reimbursements then due.

The Consultant agrees to furnish consulting services only, as may be required for any and all work required by the City. Consultant shall be responsible for coordination of his work with that of the City.

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as will protect him from claims under the workers' compensation acts and form claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this agreement. Certificates of such coverage will be provided to City upon request.

To the fullest extent permitted by law, the City and Consultant agree that, except for claims of indemnification, the time period for claims under this agreement shall expire one year following completion of the project.

City shall provide Consultant access to the project site necessary for the Consultant to provide the services outlined.

Reuse of any documents or other deliverables pertaining to the project by the City other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at the risk of the City.

No employee or agent of the Consultant shall have individual liability to the City.

The persons signing this agreement warrant that they have the authority to sign on behalf of the City and Consultant.

APPROVED FOR CITY

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR SKIPPER
CONSULTING, INC.

By: *Darrell B. Skipper*

Printed Name: Darrell B. Skipper

Title: President

Date: 11/17/2020

Exhibit "A"
Traffic Engineering Services - Scope of Work
Traffic Signal Warrant Evaluation
Calera, Alabama

Skipper Consulting, Inc. proposes to provide traffic engineering services on behalf of the Client for undertaking a traffic signal warrant evaluation for the following intersection in Calera, Alabama:

- Alabama Highway 25 at Shelby County Highway 42

The purpose of the traffic signal warrant evaluations will be to determine the appropriate traffic control at the subject intersection.

Task 1 – Preliminary Evaluation

Project Initiation and Data Collection

The Consultant would conduct a site visit to observe existing roadway conditions, posted speed limit, traffic control, and other pertinent traffic data.

The Consultant will conduct the following traffic counts:

- 24-hour traffic counts along the approach of the intersection.
- Peak hour intersection turning movement counts for the morning and afternoon commuter peak periods.

Traffic Signal Warrant Analysis - Preliminary

The Consultant would undertake a preliminary traffic signal justification evaluation utilizing the guidelines as established by the Alabama Department of Transportation (ALDOT) and the City of Calera. After traffic count data has been collected, the Consultant will:

- Review existing hourly and peak traffic count data
- Apply Right Turn Reduction as required in the ALDOT procedure for signal warrants and right turn reduction outlined in their Traffic Signal Design Handbook.
- Compare current right turn reduced traffic volumes with criteria as established by ALDOT, Calera, and outlined in the Uniform Manual on Traffic Control Devices.

Intersection Lane Needs Evaluation

The Consultant would examine the traffic operations at the intersection. The following tasks would be completed:

- Intersection capacity analysis
- Turn lane warrant analysis
- Intersection crash analysis

The Consultant will take the traffic count data and complete a traffic capacity analysis of the intersection for existing lanes. The Consultant will then undertake a turn lane warrant analysis to determine the appropriate lanes needed at the intersection based upon traffic volume and capacity. The Consultant will also complete a crash analysis of the intersection. The Consultant assumes the Client will provide recent CARE data for the intersection for analysis purposes. The Consultant will provide a graphical and tabular analysis of the crashes at the intersection and make recommendations based upon the conditions noted.

Task 2 – Traffic Signal Warrant Analysis Documentation

Upon authorization from the Client, the Consultant will complete all required analyses efforts and documentation to complete a full ALDOT required traffic signal warrant study.

Documentation

The Consultant will summarize the results of the traffic signal warrant study in a technical memorandum format the intersection. Data collected, analysis and findings will be outlined in the memorandum, which will be published in "draft" format and submitted to the Client for review and comment. Upon receipt of any comments, the Consultant would finalize the Technical Memorandum and provide to the Client for their use and distribution. One (1) print copy and a PDF of each Technical Memorandum would be provided by the Consultant to the Client for their uses.

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The Consultant assumes that no meetings would be required for this project. However, if the need arises to conduct additional meetings, this would be considered outside the scope of this project. Any additional meetings would be billed to the Client on a time & materials basis utilizing current Skipper Consulting Inc. labor rates.

EXCLUSIONS - The following items are excluded from this Scope of Work:

- Geotechnical investigation;
- Pole foundation design;
- Signal pole design;
- Construction inspection;
- Surveying; and
- Traffic Signal Coordination Timings.

Mayor Graham introduced the following Resolution:

RESOLUTION NO. R-2020-39

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CALERA, ALABAMA AS FOLLOWS:

WHEREAS, the City of Calera, Alabama has inventoried the all Departments Inventory

WHEREAS, the City has found the following items for the City of Calera no longer needed.

Items to Surplus:

5	CAT 311B Excavator- Shows 5188 Hrs.	8GR00343	260
31	99 Chevrolet Tahoe	1GNEK13R2XJ518168	286
30	Dodge Ram 1500 Van	2D7HB11X13K525222	315
33	Ford Explorer	1FMZU72XXYUB21777	359
55	02 Ford Crown Vic	2FAFP71W02X144448	363
42	Ford Crown Vic	2FAFP71W55X151710	374
39	Ford Crown Vic	2FAFP71W87X104576	377
35	Ford Crown Vic	2FAFP71W47X104574	379
44	Ford Crown Vic	2FABP7BV6AX130797	676
37	10 Ford Crown Vic	2FABP7BV4AX130796	678
43	Ford Crown Vic	2FABP7BV0AX130794	679
36	Ford Crown Vic	2FABP7BV2AX130800	680
51	Ford Taurus	1FAHP2MT0DG177648	723
38	13 Ford Taurus	1FAHP2MT9DG177650	725
10	91 International 4900 4x2 Coca Cola Truck	1HTSDNXN6MH36055	donated item
60	GMC 3500 Cab-n-Chassis	1GDHC24U75E31199	G00611?
52	99 Dodge Ram 1500	1B7HC16Y2XS209851	G00620 OR 771
11	Mack Garbage Truck- Tandem Dual Axle, Unit #5828	1M2K189C04M025170	GB0544
32	03 Nissan Xterra	5N1DD28T33C676831	Police seizure
34	Cadillac Northstar DHS	1G6KE54YX2U212555	Police seizure
40	Chevrolet Tahoe	1GNEC13R0V5396260	Police seizure
41	Infiniti FX45	JNRBS08W96X400120	Police seizure
53	Honda Civic	2HGES26735H572135	Police seizure
54	05 Mitsubishi Galant	4A3AB36F56E035668	Police seizure
50	99 Ford F150/250 Pickup	1FTPF27L7XNA97672	W00704
204	Spool-Conduit	Spool-Conduit	#N/A
207	Tiller	Tiller	#N/A
208	Attachment	Attachment	#N/A
210	Box Blade	Box Blade	#N/A
211	flail Mower	flail Mower	#N/A
212	flail Mower	flail Mower	#N/A
213	flail Mower	flail Mower	#N/A
214	flail Mower	flail Mower	#N/A

2002 ford crown vic 2FAFP71W72KX131955

1997 ford expedition 1FMFU18LOVLB72811

217	CAT Bucket	CAT Bucket	#N/A
218	Hydraulic Arm Attachment- Tiger	Hydraulic Arm Attachment- Tiger	#N/A
219	Spreader	Spreader	#N/A
220	Spreader	Spreader	#N/A
221	Attachment	Attachment	#N/A
222	Bushhog	Bushhog	#N/A
223	Bushhog	Bushhog	#N/A
226	(2) Industrial Motors	(2) Industrial Motors	#N/A
228	P&H Hoist	P&H Hoist	#N/A
229	Spool Cable Trailer	Spool Cable Trailer	#N/A
240	Set of Skidsteer Tires	Set of Skidsteer Tires	#N/A
241	Workout Bench	Workout Bench	#N/A
252	Large Lot- Street Lights	Large Lot- Street Lights	#N/A
253	Large Lot- Metal Beams	Large Lot- Metal Beams	#N/A
254	Small Shop Built Trailer	Small Shop Built Trailer	#N/A
255	Small Shop Built Trailer	Small Shop Built Trailer	#N/A
256	Small Shop Built Trailer w/ Ramps	Small Shop Built Trailer w/ Ramps	#N/A
257	Alkota Hot Water Pressure Washer	Alkota Hot Water Pressure Washer	#N/A

Council Member Watts moved that Resolution No. R-2020-39 is 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 Graham declared Resolution No. R-2020-39 adopted.

Adopted this 7^h day of December 2020.

Connie Payton, City Clerk

Jon G. Graham, Mayor

Mayor Graham introduced the following Ordinance:

ORDINANCE NO. 2020-08

AN ORDINANCE OF THE CITY OF CALERA, ALABAMA, TO EXEMPT CERTAIN “COVERED ITEMS” FROM THE MUNICIPAL SALES AND USE TAX DURING THE LISTED WEEKEND IN FEBRUARY, 2021, AS AUTHORIZED BY ACT 2012-256, GENERALLY REFERRED TO AS THE STATE SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY LEGISLATION.

BE IT ORDAINED BY THE CITY COUNCIL OF CALERA, ALABAMA, AS FOLLOWS:

Section 1. In conformity with the provisions Act 2012-256 enacted by the Alabama Legislature during the 2012 Regular Session, providing for a State Severe Weather Preparedness Sales Tax Holiday, the City of Calera, Alabama, exempts “covered items” from municipal sales and use tax during the same period, beginning at 12:01 a.m. on Friday, February 26, 2021 and ending at twelve midnight the following Sunday (February 28, 2021).

Section 2. This ordinance shall be subject to all terms, conditions, definitions, time periods, and rules as provided by Act 2012-256, except that the time period shall only be as specified in Section 1 above **and not for all years thereafter**.

Section 3. The City Clerk is hereby authorized and directed to certify a copy of this ordinance under the seal of the City of Calera, Alabama, and to forward said certified copy to the Alabama Department of Revenue to be recorded and posted on the Department website.

Section 4. This ordinance shall become effective on December 7, 2020.

Council Member Busby moved that unanimous consent of the Council be given for the immediate action upon said Ordinance. Council Member Watts seconded said motion and upon vote the results were:

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

NAYS: None

The Mayor declared said motion carried and unanimous consent given.

Council Member Turner moved that Ordinance No. 2020-08 be adopted, which motion was seconded by Council Member Morgan and upon vote the results were as follows:

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

NAYS: None

Adopted this 7th day of December, 2020.

Mayor declared Ordinance No. 2020-08 adopted.

Connie B. Payton, City Clerk

Jon G. Graham, Mayor

Questions from Tip Edwards to Chris Papas/Planning Commission
Concerns about Shiloh Creek Subdivision (946 Total LOTS)

City of Calera Zoning Ordinances (Zoning PUD -PAGES 18-22)
Address City Council on 12-7-20

Question 1: Page 18

e. The Planning Criteria of the PUD. The application shall include the following written statements and other matters:

(11) Protective and/or restrictive covenants, homeowner or business associations and architectural review committees and their function

Question: Is a PUD restricted by covenants and/or HOA?

Chris Papas: The City has never governed the creation of HOA's or administered covenants and restrictions.

Tip Edwards: I found these records for HOA/covenants

1-11-2007 – Declaration of Land use for Restrictive Covenants for Low-Income Tax Credit

1-21-2007 – Declaration of Protective Covenants and Restrictions for Shiloh Creek – Lot 62-81, 86-115

8-31-2007 - Declaration of Protective Covenants and Restrictions for Shiloh Creek. Sector One, Plat 1

1-17-2011 - Declaration of Protective Covenants and Restrictions for Shiloh Creek, Sector One, Plat 2

03-07-2012 – Shiloh Creek's Homeowners Association, INC – filed in Jefferson County

(John Street, Charles Canter, Faith Jackson Board of Directors)

Why would Planning Commission allow John Street and Prominence to NOT submit covenants with their Final Plat, when the rest of neighborhood is legally covered with them? It is not wise to have the remaining 831 not protected by covenants.

Question 2: Page 18

5.20.3

Review Procedure. 1. General. The application shall be reviewed as provided in §2.9

2. Approval. Approval of the application for the PUD by the Council shall be an approval of the Master Development Plan and Planning Criteria of the application (the "Plan"). The developer of the PUD may

proceed with the development of the property in accordance with the Plan, and no further approvals shall be required, except as set forth in §5.20.5.

3. Special Exceptions not Applicable. §2.8.3 Special Exception Uses shall not apply within areas having a PUD designation as provided in this §5.20. Special exception uses may be submitted as part of the original application and be reviewed by the Commission and approved by the Council without being heard by the ZBA

Question: Should the city council approve a PUD master plan and special exceptions?

Chris Papas: The Council approved the master plan I sent you earlier this week. No special exceptions to my knowledge.

Tip Edwards: The master plan approval date is 2-4-15 (copyright @ date on the master plan is 2014). I searched council minutes and planning commission minutes and can not find where Council or Planning Commission approved "the master plan" Shiloh Creek /2-4-15. I also can not find where council approved the dedication of the streets, alleys, and public grounds (last signed paragraph on final plat, phase 2, Feb 20')

Question 3: Page 19

5.20.4

1. Planned Single-Family (PR-1) a. Intent. To provide for maximum flexibility in the development of single family residences and to coordinate with appropriate community services.
- b. Permitted Uses. Uses shall be permitted as shown in Table 5.20.
- c. Maximum Building Height. Buildings in the PR-1 District shall not exceed three (3) stories in height and shall conform to the City Building Code, Fire Code and Fire Prevention Code.
- d. With the exception of townhouses, lots shall be greater than forty (40) ft in width.

Question: Should all garden homes have a lot size of minimum of 40ft in width?

Chris Papas: This is a question I will need to discuss with Reggie.

Tip Edwards: The homes that were approved in Phase 2 and currently being built are on approximately 25' wide lots. The homes are 15'x73' (2 story)

Question 4: Page 20

5.20.6

Amendment to the Plan. 1. Intent. It is the intent of this §5.20 to provide for flexibility in the development of the property submitted for the PUD, and to approve minor changes administratively. Accordingly, additional approvals shall be required only for major changes as defined in §5.20.6.2.

2. Major Change. A "major change" in the plan shall be defined as a change in the boundaries of any land use district reflected on the master development plan, and any changes in the planning criteria submitted with the master development plan, including a change in an approved use from one that is permitted to one that is categorized as a "special exception" within the applicable PUD land use district. No segment, tract, lot or parcel of land within the approved PUD shall be processed for a change of land use districts, to other PUD land use district or conventional zoning districts unless the total PUD is submitted along with the rezoning request. Any other changes shall be considered "minor changes" and shall not require any additional approvals, other than the plat approval which shall be obtained through the typical plat approval procedures of the City and all said plats for a PUD will be reviewed and approved on the basis of the approved planning criteria of the PUD only.

3. Approval of Major Changes. Whenever the developer of the PUD shall request a major change in the plan, the developer shall file an application for change which shall be reviewed in accordance with the provisions of §5.20.3.

Question: Did Prominence file an application for a major change of a development? (Changes from a townhome to garden homes)

Chirs Papas: No

Tip Edwards: Council and/or Planning Commission did NOT approve the major change for Town Homes to Garden Homes.

Question 5: Page 21

5.20.7

Time Limit for Development of the Plan. If no construction has begun with six (6) months from the estimated and approved start up date of the PUD, as indicated by §5.20.1.3.e(4), said approval shall lapse and be of no further effect. The Planning and Zoning Commission, upon showing of good cause by the developer, may extend for period(s) of three (3) months for the beginning of construction and development shall commence each year on five (5) acres and said construction should continue and be completed within a reasonable time.

Tip Edwards: Does the city have record where the developer was granted a time lapse for a development?(More than a ten year time span with no building activity)

No. A time extension is not warranted. "If no construction has begun with six (6) months from the estimated and approved start up date of the PUD, as indicated by §5.20.1.3.e(4), said approval shall lapse and be of no further effect."

Chris Papas: Construction originally began within 6 months. That satisfies this requirement. This provision does not apply to different phases or sectors, just to the overall PUD plan.

Tip Edwards: We would like to know if building happened within 6 months of the 2015 Master. (not master plan of 2007) Also why did we not require the developer to come back to Planning Commission when they didn't make progress FOR YEARS based on this part of the zoning ordinance?

“construction and development shall commence each year on five (5) acres and said construction should continue and be completed within a reasonable time.”

Also this is what is stated in our Subdivision Regulations about time limits:

2.4.2. Preliminary Plat approval shall be effective for twelve (12) months unless extended by the Commission. Subdivisions, the Final Plats of which are not submitted within this time limit, must be resubmitted for approval as new applications; provided, however, that if a Final Plat of a part of the subdivision shall have been approved within said period, approval of the Preliminary Plat shall automatically be extended for twelve (12) months from the date of Final Plat Approval of that part of the subdivision, and the same automatic extension shall govern in subsequent cases of submission of a Final Plat of part of the subdivision; provided, further, that at any time after the expiration of the initial twelve (12) month period during which the Preliminary Plat Approval is effective, the Commission may notify the Applicant of changes it will require to meet new or changed conditions. A corrected Preliminary Plat with all conditions fulfilled shall be submitted prior to the construction or installation of any improvements. 2.4.3. Upon Preliminary Plat Approval, the Commission shall notify the Applicant in writing of such approval.

Question 6: Page 21

a. ATTACHED SINGLE FAMILY DWELLING Those buildings so designed and arranged to provide separate sleeping, cooking, and kitchen accommodations and toilet facilities for occupancy of more than two families where by the living units are built for sale, fee simple, and not for lease, including condominiums and townhouses.

b. DETACHED SINGLE FAMILY DWELLING A detached building so designed and arranged to provide sleeping, cooking, and kitchen accommodations and toilet - facilities for occupancy by one family only, and are built for sale, fee simple, and not for lease.

Tip Edwards: Does this mean that these type of units are not to be rented?

Chris Papas: It is my opinion that the city cannot govern whether someone can buy a house and then rent it but this may be a question for an attorney

Tip Edwards: I believe Prominence is selling these homes to their investor groups. The investor groups are RENTING 100% of these homes. I also believe that these will SECTION 8 rentals as well. How soon will council and planning commission be able to meet with the attorney? And what can you guys legally do to prevent these from being rented. It would be in the best interested of our community for new construction to be sold to homeowners, not rented or leased.