



**WORK SESSION
Pelham Senior Center
March 15, 2021 – 5:00 p.m.**

AGENDA

**BY GENERAL CONSENT OF THE COUNCIL, AGENDA ITEMS
MAY BE ADDED, REMOVED OR CONSIDERED OUT OF ORDER**

Proper notice of the regular work session of the Pelham City Council was given in advance of such public meeting and the notice remained posted throughout the scheduled meeting.

- A. Call to Order
- B. Record of Attendance
- C. Approval of the March 1, 2021 Regular Work Session Minutes
- D. Old Business
 - 1. Residential Trash Service – Justin Hunt, Mike Mitchell (Waste Management, Inc.)
 - 2. Presentation – Campus No. 124
 - 3. Discussion – City Hall Chambers
- E. New Business
 - 1. Discussion – Update to Compensation Plan
 - 2. Discussion – New Job Descriptions
- F. Review of the March 15, 2021 City Council Agenda
- G. Adjournment

THE COUNCIL WORK SESSION IS OPEN TO THE PUBLIC BUT IS NOT A PUBLIC HEARING



WORK SESSION
Pelham Senior Center
March 1, 2021 – 6:00 p.m.

MINUTES

Proper notice of the regularly scheduled work session of the Pelham City Council was given in advance of such public meeting and the notice remained posted throughout the scheduled meeting.

Members of the Pelham City Council met on Monday, March 1, 2021 at 6:00 p.m. The regular work session was held in the Pelham Senior Center and was open to the public.

Call to Order

The work session was called to order by Council President Mercer at 6:00 p.m.

Record of Attendance

The following elected officials were present:

Council President Maurice Mercer
Councilmember David Coram
Councilmember Larry Palmer
Councilmember Rick Wash
Councilmember Mildred Lanier
Mayor Gary Waters

The city clerk/treasurer noted for the record all members of the city council were in attendance and a quorum was present. Mayor Waters and City Manager DiFante were also in attendance.

Media Present: None

Others Present: City department heads, city employees, and members of the public.

Approval of Minutes

A motion was made by Councilmember Wash to approve the February 15, 2021 Regular Council Work Session Minutes and the February 22, 2021 Special Council Work Session Minutes. The motion was seconded by Councilmember Coram and passed by unanimous voice vote of those members present.

Old Business

1. Deannexation Request – Summer Place and Brook Ridge Subdivisions

Mayor Waters addressed the city council regarding the requests for deannexation of the Summer Place and Brook Ridge subdivisions located along Cahaba Valley Road.

Lindsay Allison, Shelby County Commission District 7, spoke to the city council and gave a brief history of the annexation of the subdivisions. She stated the county officials do not have a problem with the city deannexating the two subdivisions. She said this request makes sense from an efficiency standpoint. Randy Cole, Director, Shelby County Highway Department, was also in attendance. Fire Chief Mike Reid and Police Chief Pat Cheatwood answered questions from the city council regarding response times and mutual aid in this area. Mayor Waters explained the Shelby County Probate Judge makes the final decision regarding deannexation.

2. Presentation – Campus No. 124

Randy Schrimsher, Campus No. 124, was unable to attend tonight's work session and asked to reschedule for March 15, 2021. City Manager Gretchen DiFante stated Campus No. 124 has prepared a presentation which will be forwarded to the city council this week. She stated the presentation addresses questions previously asked by the city council.

3. 2021 American Legion Regional Baseball Tournament

Council President Mercer asked the city council to review the proposed 2021 American Legion Regional Baseball Tournament funding request. City Manager DiFante provided information to the city council regarding the financial impact to the city. She asked for direction from the city council in order to move forward.

Alan Phillips, representing the American Legion, thanked the city council for allowing him to speak two weeks ago. Mr. Phillips briefly provided an overview of the proposed American Legion Regional Baseball Tournament scheduled for August 2021 at Pelham High School. Councilmember Coram stated the \$5,000 funding request was a bit high when considering the additional staffing costs the city would incur. Mayor Waters informed the city council the city contributes approximately \$4,200.00 to the annual high school bowling tournament. Council President Mercer reviewed the amount being asked from the city to support the tournament. Councilmember Lanier expressed her support for the baseball tournament. City Manager DiFante stated the request is not in the FY2021 budget. She suggested establishing a process to address these type requests in the future. Chief Reid and Chief Cheatwood confirmed the estimated fire and police personnel costs. It was the consensus of the council to support a donation of \$2,500.00 plus the cost of city provided services. Council President Mercer asked the city clerk/treasurer to prepare a resolution for the March 15, 2021 meeting for city council consideration.

New Business

1. Discussion – Commercial Development Authority Appointments

Council President Mercer stated the council had the opportunity to interview many fine candidates for the three positions on the Commercial Development Authority. He asked the council how they wished to proceed. Councilmember Coram suggested the council rank their top three candidates. It was the consensus of the city council to appoint Ron Scott, Darius Foster and Matthew Jaeh to the Commercial Development Authority. Council President Mercer asked the city clerk/treasurer to reach out to all the candidates and thank them for their interest in the city. Each member of the city council thanked the candidates for their interest and participating in the interview process. The candidates not selected were encouraged to apply for other board appointments.

2. Discussion – Set Date and Time for Pelham Board of Education Interviews

Council President Mercer discussed possible location, dates and times to hold a special council work session to conduct interviews to appoint a member to the Pelham Board of Education, Place No. 3.

It was the consensus of the city council to hold a special work session to conduct said interviews at the Pelham Senior Center on March 29, 2021 at 4:00 p.m. Council President Mercer asked the city clerk/treasurer to contact the applicants in order to schedule the interview times.

Review of March 1, 2021 Council Agenda

Council President Mercer and City Manager DiFante reviewed the March 1, 2021 city council agenda.

F. Public Hearing – None

G. Mayor's Comments

H. Proclamation(s) by the Mayor – None

I. Report of the City Manager

J. Request(s) to Address the Council – None

K. Old Business / Resolutions / Ordinances / Orders and Other Business – None

L. New Business / Resolutions / Ordinances / Orders and Other Business

1. **Resolution 2021-03-01-01** for consideration to authorize an agreement with Alabama Power Company to convert existing company owned streetlights to LEDs

Director of Development Services & Public Works Andre` Bittas stated Alabama Power Company owns approximately 1,400 lights fixtures in the city. He said replacing these lights in the neighborhoods and along secondary streets will be Phase 1 of the project. He said the second phase will be the replacement of lights along Highway 31 with the final phase replacing lights at city owned facilities.

2. **Resolution 2021-03-01-02** for consideration to enter into agreements with Shelby County Park and Recreation Authority and C&W Concrete to address drainage issues and safety modifications on Hole No. 11 at Ballantrae Golf Club

Mr. Bittas said drainage issues on Hole No. 11 at Ballantrae Golf Club have developed over the years resulting in runoff onto adjacent properties. In addition, a gravel extension of the cart path was built and is adding to the drainage problems. Mr. Bittas explained how the drainage problems would be addressed and resolved. Councilmember Palmer asked and Mr. Bittas confirmed funds were in the FY2021 budget for this repair project.

(End of March 1, 2021 Agenda Review)

Adjournment

A motion to adjourn the work session was made by Councilmember Coram and seconded by Councilmember Wash. The motion passed unanimously by voice vote of those members present, and the work session was adjourned at 7:05 p.m.

Respectfully submitted this 1st day of March 2021.

Tom Seale, MMC, City Clerk/Treasurer

Maurice Mercer, President of the Council

[SEAL]



SPECIAL WORK SESSION

**Pelham Senior Center
March 29, 2021 – 4:00 p.m.**

AGENDA

**BY GENERAL CONSENT OF THE COUNCIL, AGENDA ITEMS
MAY BE ADDED, REMOVED OR CONSIDERED OUT OF ORDER**

Proper notice of the special work session of the Pelham City Council was given in advance of such public meeting and the notice remained posted throughout the scheduled meeting.

A. Call to Order

B. Record of Attendance

C. Old Business - None

D. New Business

1. Interviews – Pelham Board of Education, Place No. 3 Appointment

Johanna M. Alvarez (4:05 p.m.)

LaTanya L. Dawson (4:30 p.m.)

Courtney N. Haun (4:55 p.m.)

Kate Hayden (5:20 p.m.)

Robert A. Plummer (6:15 p.m.)

Donna M. Ross (6:40 p.m.)

Tomeka Wilson (7:05 p.m.)

E. Adjournment

THE COUNCIL WORK SESSION IS OPEN TO THE PUBLIC BUT IS NOT A PUBLIC HEARING



COUNCIL MEETING

Pelham Senior Center

March 15, 2021 – 7:00 p.m.

AGENDA

BY GENERAL CONSENT OF THE COUNCIL, AGENDA ITEMS MAY BE ADDED, REMOVED OR CONSIDERED OUT OF ORDER

Proper notice of the regular scheduled meeting of the Pelham City Council was given in advance of such public meeting and the notice remained posted throughout the scheduled meeting.

- A. Call to Order
- B. Invocation
- C. Pledge of Allegiance
- D. Record of Attendance
- E. Consent Agenda

A consent agenda is presented by the Council President at the beginning of a council meeting. Items presented on the consent agenda are considered routine and non-controversial and are organized apart from the rest of the agenda and are adopted by general consent without debate. Items may be removed from the consent agenda on the request of any one member. Removed items may be taken up either immediately after the consent agenda is approved or placed later on the agenda at the discretion of the Council President and City Council.

- 1. Approval of the March 15, 2021 City Council Agenda
- 2. Approval of the March 1, 2021 Regular Council Meeting Minutes and the March 10, 2021 Special Council Meeting Minutes
- 3. Approval of non-budgeted expenses from restricted fund accounts: None

- F. Public Hearing – None
- G. Mayor's Comments
- H. Proclamation(s) by the Mayor – None
- I. Report of the City Manager
- J. Request(s) to Address the Council

- 1. Rick Zuaiter, International House of Pancakes (IHOP)

K. Old Business / Resolutions / Ordinances / Orders and Other Business

1. **Resolution 2021-02-15-02** for consideration to amend the Special Economic Development Agreement between the City Of Pelham, Alabama and Campus No. 124, LLC with regard to project changes in the development plan

L. New Business / Resolutions / Ordinances / Orders and Other Business

1. **Resolution 2021-03-15-01** for consideration to approve the ERP contract between the City of Pelham and Tyler Technologies, Inc.
2. **Resolution 2021-03-15-02** for consideration to approve a contract for the purchase of two (2) replacement fire apparatus from Emergency Equipment Professionals, Inc. through the Houston-Galveston Area Council Cooperative Purchasing Program
3. **Resolution 2021-03-15-03** for consideration to enter into a public works contract with AFS Foundation and Waterproofing Specialists for the purpose of foundation and floor stabilization at the Fire Prevention Building and to adjust the Facilities Improvement & Maintenance Plan (FIMP) budget accordingly
4. **Resolution 2021-03-15-04** for consideration to enter to an agreement with Safety Enviromental Laboratories & Consulting, Inc. for the purpose of conducting materials abatement design specification services in Pelham City Hall
5. **Resolution 2021-03-15-05** for consideration to approve a change order for Lift Station "M" emergency generator
6. **Resolution 2021-03-15-06** for consideration to accept the lowest responsible bid from ICS, Inc. for the Indian Hills Well Control Upgrades and to further amend the FY2021 Water Department budget for said project
7. **Resolution 2021-03-15-07** for consideration to enter into a professional services contract with Gonzalez Strength and Associates for design services related to the widening of Amphitheater Road
8. **Resolution 2021-03-15-08** for consideration to appoint three (3) members to the Pelham Commercial Development Authority
9. **Resolution 2021-03-15-09** for consideration to authorize a consulting contract with Human Resource Management, Inc. for services related to updating the city's compensation plan
10. **Resolution 2021-03-15-10** for consideration to approve two (2) job descriptions and pay scales within the Parks & Recreation Department
11. **Resolution 2021-03-15-11** for consideration to approve a job description and pay scale for a position within the Administration Department
12. **Ordinance No. 504** for consideration to deannex certain real property known as the Summer Place and Brook Ridge subdivisions within the corporate limits of the City of Pelham.
First Reading

M. Public Comments

Public comments are limited to three (3) minutes per speaker. Individuals wishing to address the City Council may after being recognized approach the podium and state their name and address prior to making their comments in a respectful manner.

N. City Council Comments

O. Public Announcements

1. The Pelham City Council has scheduled a special work session for Monday, March 29, 2021 at 4:00 p.m. at the Pelham Senior Center for the purpose of interviewing candidates for the Pelham Board of Education, Place No. 3.
2. Heavy Trash Day is Saturday, March 27, 2021. Residents will have the opportunity to discard items not normally picked up by Waste Management. All items need to be curbside by 6:00 a.m. Residents must make an appointment by either registering on the city's website www.pelhamalabama.gov or by calling 205-640-7000. A list of items accepted and not accepted can be found on the city's website, as well.
3. ProTec Recycling and the City of Pelham will host a spring shred and e-recycling event on Saturday, March 27, 2021 from 9:00 a.m. until 12:00 Noon. It will take place in front of City Hall, 3162 Pelham Parkway. Additional, details about shredding and e-recycling are available on the city's website, www.pelhamalabama.gov.
4. Shelby County will host a Free Landfill Day at the Shelby County Landfill located at 401 Landfill Road on Highway 70 between Columbiana and Calera on Saturday, March 27, 2021 from 7:30 a.m. until 3:30 p.m. All participants must be unloaded and exited from the landfill by 3:30 p.m.

P. Adjournment

THE COUNCIL MEETING IS OPEN TO THE PUBLIC BUT IS NOT A PUBLIC HEARING



COUNCIL MEETING
Pelham Senior Center
March 1, 2021 – 7:00 p.m.

MINUTES

Proper notice of the regularly scheduled meeting of the Pelham City Council was given in advance of such public meeting and the notice remained posted throughout the scheduled meeting.

Date: March 1, 2021
Time: 7:00 p.m.
Place: Pelham Senior Center
Present: Council President Maurice Mercer
Councilmember David Coram
Councilmember Larry Palmer
Councilmember Rick Wash
Councilmember Mildred Lanier
Mayor Gary Waters

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Council President Mercer called the meeting to order at 7:12 p.m. Councilmember Coram led tonight's invocation. The Pledge of Allegiance was led by Councilmember Palmer.

RECORD OF ATTENDANCE

The city clerk/treasurer noted for the record all members of the city council were in attendance and a quorum was present. Mayor Waters and City Manager DiFante were also in attendance.

CONSENT AGENDA

A consent agenda is presented by the Council President at the beginning of a council meeting. Items on the consent agenda are considered routine and non-controversial, are organized apart from the rest of the agenda and are adopted by general consent without debate. Items may be removed from the consent agenda on the request of any one member. Removed items may be taken up either immediately after the consent agenda is approved or placed later on the agenda at the discretion of the Council President and City Council.

1. Approval of the March 1, 2021 City Council Agenda
2. Approval of the February 15, 2021 Regular City Council Meeting Minutes
3. Approval of non-budgeted expenses from restricted fund account(s): None

Hearing no objections, Council President Mercer declared the consent agenda approved as submitted.

PUBLIC HEARING – None

MAYOR'S REPORT – None

PROCLAMATION(S) BY THE MAYOR – None

REPORT OF THE CITY MANAGER

- Updated the city council regarding the vacating of the mobile homes in the Woodland Mobile Home Park. She noted the assistance of Police Officer Isaac Cruz and Danny Endress.
- Provided the city council with a draft of the proposed revisions to the city's utility bill. She stated the utility bill will be much easier to read.
- Stated Heavy Trash Day will be a little different this year, which will be by appointment. She said a post card will be mailed to all residents as a reminder to schedule their heavy trash pickup.

Also, a telephone tree has been set up to assist the residents in scheduling their appointments. Heavy Trash Day is Saturday, March 27th.

- Noted having received several comments from the public thanking many of the city employees for a job well done.
- Spoke to the excitement of the youth at Pelham High School regarding the city's new tennis professional, Joseph Bobo, at the Pelham Racquet Club.

REQUEST(S) TO ADDRESS THE COUNCIL – None

OLD BUSINESS / RESOLUTIONS / ORDINANCES / ORDERS and OTHER BUSINESS – None

NEW BUSINESS / RESOLUTIONS / ORDINANCES / ORDERS and OTHER BUSINESS

1. **Resolution 2021-03-01-01** for consideration to authorize an agreement with Alabama Power Company to convert existing company owned streetlights to LEDs was introduced by Council President Mercer.

Councilmember Wash moved to adopt Resolution 2021-03-01-01 and Councilmember Lanier seconded the motion.

Council President Mercer stated Alabama Power Company would bear the cost of the conversion with the city continuing to pay the monthly utility fee.

There being no further discussion, the motion to adopt Resolution 2021-03-01-01 passed unanimously by voice vote of those members present and the council president declared the same passed and adopted.

2. **Resolution 2021-03-01-02** for consideration to enter into agreements with Shelby County Park and Recreation Authority and C&W Concrete to address drainage issues and safety modifications on Hole No. 11 at Ballantrae Golf Club was introduced by Council President Mercer.

Councilmember Coram moved to adopt Resolution 2021-03-01-02 and Councilmember Wash seconded the motion.

There being no further discussion, the motion to adopt Resolution 2021-03-01-02 passed unanimously by voice vote of those members present and the council president declared the same passed and adopted.

PUBLIC COMMENTS

Public comments are limited to three (3) minutes per speaker. Individuals wishing to address the City Council may after being recognized approach the podium and state their name and address prior to making their comments in a respectful manner.

Roberto Rodriguez, 2116 Aaron Lane, thanked the city council for the opportunity to be considered for an appointment to the Commercial Development Authority. He addressed the city council regarding letters received from the Building Department referencing code violations. He said many of the businesses are feeling pressure to resolve the code violations in a short period of time. Mr. Rodriguez said he would like to work with the city regarding constructing fencing around dumpsters in the city.

COUNCIL COMMENTS

Councilmember Coram thanked the police and fire departments for addressing a situation which occurred yesterday along Pelham Parkway.

Councilmember Palmer noted there are serious mental health issues in our country. He said in the coming months the city will participate in a mental health fair. He asked everyone to assist our friends, neighbors and family members.

Councilmember Wash thanked the City Manager for providing letters from the residents which acknowledged excellent customer service from our city staff. He said our greatest asset is our city employees.

Councilmember Lanier thanked those who applied for positions on the Commercial Development Authority. She asked the applicants to consider serving on other boards, commission or authorities.

Council President Mercer thanked City Manager Gretchen DiFante and Human Resources Director Tracy Hill for assisting in the Commercial Development Authority interview process. He congratulated both the boys and girls high school basketball teams for a successful season. He noted 13 members of the high school wrestling team made it to the state tournament. Council President Mercer thanked the staff at the Pelham Civic Complex & Ice Arena for their assistance with the COVID-19 vaccination clinic.

PUBLIC ANNOUNCEMENTS

1. The Pelham City Council is accepting letters of interest and resumes through Wednesday, March 10, 2021 at 5:00 p.m. from those citizens who would like to be considered for an appointment to one of the following municipal boards: Parks & Recreation Advisory Board; Storm Water Board, Public Library Board, Zoning Board of Adjustments or the Board of Adjustments and Appeals. Please submit all letters and resumes to Pelham City Clerk/Treasurer Tom Seale at Pelham City or email tom@pelhamalabama.gov prior to the deadline.
2. A special called council meeting will be held at a date and time to be announced to provide for the issuance of the City of Pelham, Alabama General Obligation Warrants Series 2021 A & B.

ADJOURNMENT

With no other business before the council, Councilmember Coram moved to adjourn the council meeting and Councilmember Wash seconded the motion. By voice vote, the motion passed unanimously by those members present and the meeting was adjourned at 7:42 p.m.

Respectfully submitted this 1st day of March 2021,

Tom Seale, MMC, City Clerk/Treasurer

Maurice Mercer, President of the Council

[SEAL]



SPECIAL COUNCIL MEETING

Pelham Senior Center

March 10, 2021 – 5:30 p.m.

MINUTES

Proper notice of the special called meeting of the Pelham City Council was given in advance of such public meeting and the notice remained posted throughout the special meeting.

Date: March 10, 2021
Time: 5:30 p.m.
Place: Pelham Senior Center
Present: Council President Maurice Mercer
Councilmember Larry Palmer
Councilmember Rick Wash
Councilmember Mildred Lanier
Mayor Gary Waters

Not Present: Councilmember David Coram

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Council President Mercer called the meeting to order at 5:31 p.m. and gave tonight's invocation. The Pledge of Allegiance was led by Councilmember Palmer.

RECORD OF ATTENDANCE

The city clerk/treasurer noted for the record all members of the city council were in attendance with the exception of Councilmember Coram, and a quorum was present. Mayor Waters and City Manager DiFante were also in attendance.

CONSENT AGENDA

A consent agenda is presented by the Council President at the beginning of a council meeting. Items on the consent agenda are considered routine and non-controversial, are organized apart from the rest of the agenda and are adopted by general consent without debate. Items may be removed from the consent agenda on the request of any one member. Removed items may be taken up either immediately after the consent agenda is approved or placed later on the agenda at the discretion of the Council President and City Council.

1. Approval of the March 10, 2021 City Council Agenda

Hearing no objections, Council President Mercer declared the consent agenda approved as submitted.

PUBLIC HEARING – None

MAYOR'S REPORT – None

PROCLAMATION(S) BY THE MAYOR – None

REPORT OF THE CITY MANAGER – None

REQUEST(S) TO ADDRESS THE COUNCIL – None

OLD BUSINESS / RESOLUTIONS / ORDINANCES / ORDERS and OTHER BUSINESS – None

NEW BUSINESS / RESOLUTIONS / ORDINANCES / ORDERS and OTHER BUSINESS

- 1. Ordinance No. 503** for consideration to provide for the issuance by the City of Pelham of its General Obligation Warrants, Series 2021 A & B for the purpose of funding certain capital projects within the City of Pelham and to refinance a portion of debt borrowed on behalf of the Pelham Board of Education was introduced by Council President Mercer as a First Reading.

Council President Mercer gave a brief overview of Ordinance No. 503 and explained the purpose and the importance of taking it under immediate consideration tonight due to the timing within the bond market. He further stated a complete text of Ordinance No. 503 is available at Pelham City Hall and on the city's website at www.pelhamalabama.gov.

City Manager Gretchen DiFante introduced bond attorney Rod Kanter and financial advisors Rory Hartley and Paul Pappanastos. She thanked each for their contributions and the excellent job they did in bringing the bond issues to the market. City Manager DiFante gave a brief market review and stated city staff had participated in two telephone conference calls earlier in the day related to the sale of the bonds. She said verbal approval was given at 12 noon today to finalize the bond sale.

Rory Hartley explained the process regarding the bond financing, pricing and investor interest. He stated the average interest rate for Series 2021-A is 2.22% and Series 2021-B is 2.07%. He further stated the savings on the refunding of Warrant Series 2014 and 2015, which funded capital projects of the Pelham City Schools, resulted in a savings of \$3.26 million, or about \$180,000 per year, over the remaining life of the bonds. Mr. Hartley said the city's AAA credit rating from Standard and Poor's made a huge impact on the overall interest rate the city received. He noted the city's finance team went over and above in their efforts to provide timely information to the financial advisors, bond attorney and credit rating agency.

Attorney Rod Kanter stated Ordinance No. 503 is before the city council to approve the bond transactions. He said the council packet contains the complete details of the bond sale. He noted other documents in the packet for city council review. Councilmember Lanier asked Mr. Kanter to explain Warrant Series 2021-A and 2021-B. Mr. Kanter stated Series 2021-B was related to the school and was kept separate in order to track the savings and tax exempt issues involved. He said Series 2021-A finances the city council approved capital projects in the approximate amount of \$38.6 million.

Councilmember Palmer moved that all rules which would prevent the immediate consideration of Ordinance No. 503 be suspended and immediate consideration given. The motion was seconded by Councilmember Wash.

Council President Mercer asked the city clerk/treasurer for a roll call vote. The vote to suspend the rule for immediate consideration of Ordinance No. 503 was recorded as follows:

Maurice Mercer, Council President	<u>Yes</u>
David Coram, Council Member	<u>Not Present</u>
Larry Palmer, Council Member	<u>Yes</u>
Rick Wash, Council Member	<u>Yes</u>
Mildred Lanier, Council Member	<u>Yes</u>

Council President Mercer announced the motion to suspend the rule for immediate consideration of Ordinance No. 503 passed by a unanimous roll call vote of those councilmembers present.

Councilmember Palmer moved to adopt Ordinance No. 503 as presented and Councilmember Wash seconded the motion. There being no further discussion, Council President Mercer asked the city clerk/treasurer for a roll call vote to adopt Ordinance No. 503. The roll call vote was recorded as follows:

Maurice Mercer, Council President	<u>Yes</u>
David Coram, Council Member	<u>Not Present</u>
Larry Palmer, Council Member	<u>Yes</u>
Rick Wash, Council Member	<u>Yes</u>
Mildred Lanier, Council Member	<u>Yes</u>

Council President Mercer announced Ordinance No. 503 was passed and adopted by unanimous roll call vote of those councilmembers present.

PUBLIC COMMENTS

Public comments are limited to three (3) minutes per speaker. Individuals wishing to address the City Council may after being recognized approach the podium and state their name and address prior to making their comments in a respectful manner.

There were no public comments.

COUNCIL COMMENTS

Councilmember Palmer thanked the city employees who worked on the bond project, including financial advisors Paul Pappanastos, Rory Hartley, bond attorney Rod Kanter and their teams. He said this is a great day in Pelham. He stated we can now move forward on the capital projects, which have been a long time coming.

Councilmember Wash thanked those who played a part in the process and pushed the financing project forward. He echoed the comments of Councilmember Palmer.

Councilmember Lanier stated she agreed with the comments of Councilmember Palmer regarding the bond financing and the pending capital projects of the city.

Council President Mercer thanked Councilmember Palmer and Councilmember Wash for their efforts as a part of the Finance Task Force. He thanked City Manager Gretchen DiFante, her entire team and Mayor Waters for “selling” the city to the credit rating agency, Standard and Poors.

PUBLIC ANNOUNCEMENTS – None

ADJOURNMENT

With no other business before the council, Councilmember Lanier moved to adjourn the council meeting and Councilmember Wash seconded the motion. By voice vote, the motion passed unanimously by those members present and the meeting was adjourned at 5:54 p.m.

Respectfully submitted this 10th day of March 2021,

Tom Seale, MMC, City Clerk/Treasurer

Maurice Mercer, President of the Council

[SEAL]

RESOLUTION 2021-02-15-02

Authorizing an Amendment to the Special Economic Development Agreement between the City of Pelham and Campus No. 124, LLC with regard to Project Changes Only

WHEREAS, Campus No. 124, LLC (the "Company") and the City have entered a Special Economic Development Agreement dated August 9, 2019 (the "Base Agreement") respecting the development of a multi-purpose retail, office and entertainment development (the "Project") on the site of the old Valley Elementary School building located within the City;

WHEREAS, a result of delays in development of the Project and changes in market conditions arising from the COVID-19 pandemic, the Company has requested to modify the scope of the Project to include studio apartments as part of the Project, and to extend by 12 months certain deadlines incident to the completion of the Project and dates related thereto; and

WHEREAS, the Pelham City Council has determined it is necessary, wise and in the public interest to facilitate development of the Project by approving the changes requested by the Company, and, further, that it serves a public purpose for the City to enter into the Amendment hereinafter defined in order to memorialize the same; and

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to declare that the Mayor be and he is hereby authorized to execute on behalf of the City an Amendment to Special Economic Development Agreement (Project Changes) between the City and the Company, the form of which said agreement is attached hereto, with such changes thereto as the Mayor shall deem necessary or desirable (the "Amendment"), an executed copy of said Amendment being permanently kept on file in the Office of the City Clerk/Treasurer of the City; and

BE IT FURTHER RESOLVED by the Pelham City Council that the City's obligations under and in furtherance of the Base Agreement, as amended by the Amendment (collectively, the "Development Agreement"), and the transactions therein described are being undertaken pursuant to the authority of Amendment 772 to the Constitution of Alabama of 1901, as amended, recodified as Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901 ("Amendment 772"), that such obligations are being undertaken by the City in furtherance of any power or authority authorized in Amendment 772, and that the Pelham City Council has determined that the expenditure of public funds for the purpose specified in the Development Agreement and the transactions therein contemplated or described will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

BE IT FURTHER RESOLVED the Amendment Agreement shall become a permanent part of this Resolution.

THEREUPON, _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-02-15-02 be given vote, and said resolution passed by majority vote of the Council present, and the President of the Council declared the same passed and adopted.

ADOPTED this 15th day of March, 2021.

Maurice Mercer, President of the Council

[SEAL]

ATTEST:

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 15th day of March, 2021 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 15th day of March, 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]

**SECOND AMENDMENT TO
SPECIAL ECONOMIC DEVELOPMENT AGREEMENT
(PROJECT CHANGES)**

This **SECOND AMENDMENT TO SPECIAL ECONOMIC DEVELOPMENT AGREEMENT (PROJECT CHANGES)** (this "Second Amendment") is made and entered into this ____ day of _____, 2021, between the **CITY OF PELHAM, ALABAMA**, a municipal corporation under the laws of the State of Alabama (the "City") and **CAMPUS NO. 124, LLC**, an Alabama limited liability company (the "Company"). The City and Company are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, the Company and the City have entered a Special Economic Development Agreement dated August 9, 2019, as amended by a First Amendment to Special Economic Development Agreement (Deadline Changes) dated February 15, 2021 (collectively, the "Base Agreement") respecting the development of a multi-purpose retail, office and entertainment development (the "Project") on the site of the old Valley Elementary School building located within the City (the "Site"), as more particularly described on in the Base Agreement;

WHEREAS, development of the Project has been delayed due to conditions resulting from the COVID-19 pandemic, and the Company has requested, in order to more successfully fulfil development of the overall project, to modify the scope of the Project to include studio apartments (the "Studio Apartments") as part of the Project; and

WHEREAS, it is necessary for the Company and the City to enter this Second Amendment to memorialize the City's agreement to include the Studio Apartments as part of the Project, as more particularly described herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. **Defined Terms.** All capitalized terms set forth herein shall have the meaning ascribed to such terms in the Base Agreement unless otherwise defined herein.

2. **Amendment.** Exhibit C of the Base Agreement is hereby amended and revised to read in its entirety as follows:

"EXHIBIT C

The purchase of the old Valley Elementary School building and approximately 19.02 acres of property, as particularly described on Exhibit D and as depicted on the survey attached as Exhibit E, from the Municipality and the development and renovation of such property (excluding the Donated Property) by the Owner into a multi-

purpose development to include between 14 to 18 residential studio apartments, retail, office and entertainment facility, similar to Campus No. 805 in the City of Huntsville, Alabama."

3. **Scope of Amendment.** Except as modified by this Second Amendment, the Base Agreement shall remain unmodified and in full force and effect.

4. **Counterparts.** This Second Amendment may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute one and the same instrument, binding upon all Parties hereto, notwithstanding that all of such Parties may not have executed the same counterpart.

IN WITNESS WHEREOF, City and Company have executed this Second Amendment and have hereunto set their hands and seals to be effective as of the day and year set forth above.

CITY OF PELHAM

By: _____

Its: _____

CAMPUS NO. 124, LLC

By: _____

Its: _____

Publisher's Certificate of Publication

STATE OF ALABAMA COUNTY OF SHELBY

Daniel Holmes, being duly sworn, says:
That he is General Manager of the Shelby County Reporter a weekly newspaper of general circulation, printed and published in Columbiana, Shelby County, Alabama; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

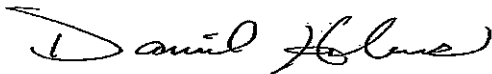
02/28/21

That said newspaper was regularly issued and circulated on those dates.

The sum charged by the Newspaper for said publication does not exceed the lowest rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper in which the public notice appeared.

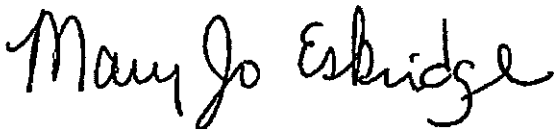
There are no agreements between the Shelby County Reporter and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

SIGNED:

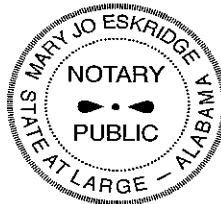


Daniel Holmes, General Manager

Subscribed and sworn to before me this
28th Day of February, 2021



Mary Jo Eskridge, Notary Public
State of Alabama at Large
My commission expires 03-05-2022



Account # 141624
Ad # 1197884

BRADLEY ARANT BOULT CUMMINGS LLP
1819 5TH AVENUE NORTH
BIRMINGHAM AL 35203

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, pursuant to Amendment No. 772 to the Constitution of Alabama of 1901, as amended (recodified as Section 94.01 of the Recompiled Constitution of Alabama of 1901), that the City Council of the City of Pelham (the "Council") will consider a resolution at a public meeting of the Council to be held on March 15, 2021, at 7:00 p.m., local time, at the Pelham Senior Citizens Center, 50 Racquet Club Parkway, Pelham, Alabama 35124, to consider a resolution (the "Resolution") authorizing an amendment (the "Amendment") to that certain Special Economic Development Agreement dated August 9, 2019, as amended by a First Amendment to Special Economic Development Agreement (Deadline Changes) dated February 15, 2021 (collectively, the "Base Agreement") between the City and Campus No. 124, LLC, an Alabama limited liability company (the "Developer"), under which such Base Agreement the Developer has committed to construct a multi-purpose retail, office and entertainment development (the "Project") on the site of the old Valley Elementary School building (the "Site"). The Amendment will expand the scope of the Project to include residential studio apartments. The public benefits to the City to be derived from the covenants and agreements included within the Base Agreement, as amended by the Amendment, include, among other things (i) expanding the tax base of the City by enabling development of the Project, including the retail and other commercial components thereof, (ii) attracting to the Site general commercial and retail activity and development, (iii) facilitating the development of retail and other commercial project in the vicinity of the Project, (iv) enhancing the overall quality of life for the citizens of the City, (v) promoting economic development within the City, and (vi) attracting to the Site individuals who desire to live, work, and shop in and around the Site.

The covenants and agreements of the City under the Base Agreement, as amended by the Amendment, will benefit the Developer.

Shelby County Reporter:
Feb. 28, 2021
AMENDMENT 772

RESOLUTION 2021-03-15-01

Authorizing a License and Services Agreement between the City of Pelham and Tyler Technologies, Inc.

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to enter into an Agreement with Tyler Technologies, Inc. to provide license software products and perform services to the city which have been evaluated and assessed through the Enterprise Resource Planning (ERP) process.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the Mayor, on behalf of the city, to enter into a License and Services Agreement with Tyler Technologies, Inc. to license software products and perform services set forth in said Agreement.

BE IT FURTHER RESOLVED Agreement shall become a permanent part of this Resolution.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-03-15-01 be given vote, and said resolution passed by majority vote of the Council present, and the President of the Council declared the same passed and adopted.

ADOPTED this 15th day of March 2021.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 15th day of March 2021 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 15th day of March 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]

**City of Pelham
Finance Department**

Memo

To: Gretchen DiFante, City Manager
From: Jenny Gray, Accounting Manager
Date: 03/10/2021
Re: Tyler Technologies Munis Enterprise Resource Planning (ERP) System Contract

As you know, almost two years ago, the City began the process of searching for an ERP system to meet its need. The technology currently being used for Financial Reporting, Human Resource Management, Capital Asset Management, Utility Billing, and Development Services are not integrated and do not meet the needs of City management and personnel as a whole. The City engaged ClientFirst Technology consultants to aid in current process reviews and future system requirements. Based on the results, ClientFirst was able to identify potential ERP system vendors and scheduled demonstrations for City personnel. After reviewing system capabilities and observing demonstrations, the City selected Tyler Technologies Munis ERP System, and with assistance of ClientFirst, began contract negotiations. Client First, City management and the City's attorney have extensively reviewed the contract and statement of work, and I am pleased to present you with the final contract for your consideration. Attached you will find a summary of the estimated cost by fiscal year. By signing the contract, the City is committing to implementing the financial, human capital management and revenue modules in the first year of the project. The Utility Billing/CIS, EnerGov and Enterprise Asset Management modules will be implemented subsequently, with pricing for these modules held for twenty four (24) months from the effective date of the contract. I have also attached the Tyler Technologies Munis ERP System License and Services Agreement for your review. The contract documents, including the exhibits referenced on page 12 in the attached agreement, have been uploaded to Sharepoint for your reference.

Thank you!

Jenny Gray, Accounting Manager

City of Pelham
Enterprise Information System
Estimated Implementation Costs by Fiscal Year

Fiscal Year	2020-21	2021-22	2022-23
Description	Financials, HCM, Tax	UB/CIS, EnerGov	Enterprise Asset Management
Software License Fees	\$252,702	\$154,270	\$51,490
Discount	(\$50,540)		
Project Management	\$20,212	TBD	TBD
Implementation and Training Fees	\$161,044	\$123,112	\$48,900
Interface Development Estimates			
Conversion Assistance	\$50,300	\$65,125	\$19,700
Cashiering Equipment	\$4,075		
Installation Services	\$8,000		
Travel & Related Expenses	\$28,085	TBD	TBD
One-Time Costs	\$473,878	\$342,507	\$120,090
Other Implementation Budget Costs			
Contingency Estimates (recommend 10%)	\$47,388	\$34,251	\$12,009
Server Hardware			
3rd Party Implementation Project Management Oversight Assistance			
Total One-Time Implementation Costs	\$521,265	\$376,758	\$132,099

Estimated Annual Recurring Costs

Description	Munis Financials, HCM, Tax	Munis UB/CIS, EnerGov	Enterprise Asset Management
Application Annual Maintenance/Support	Waived	\$75,714	\$85,815
Tyler System Management Services Contract	\$10,907	\$20,659	\$20,659
Total Annual Recurring Costs	\$10,907	\$96,373	\$106,474



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Pelham, Alabama.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.

- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. As of the Effective Date, you have purchased a site license for the modules identified in the Investment Summary, which provides access for an unlimited number of your personnel to use the Tyler Software for your internal business purposes. Site license status will continue until the expiration of the Agreement or as otherwise agreed to by the parties. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

- 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
- 1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. In the event you add any items that are identified as “optional” in Exhibit A, you will be charged the fees associated with those items in addition to those that are in scope as of the Effective Date. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.
5. Future Functionality. For a period of ten (10) years from the Effective Date, if a new release of the Tyler Software removes functionality that was originally licensed to you, we will provide alternative means for performing the same function, at no additional cost to you beyond payment of the annual maintenance and support fees.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the

total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. **Additional Services.** The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. **Background Checks.** For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to

make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

- 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within forty-five (45) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
- 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material

breach of this Agreement within the thirty (30) day window set forth in Section I(3).

- 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
- 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon forty-five (45) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will indemnify, hold harmless, and defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade

secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 Subject to the caps and limitations set forth in §11-14-190, Code of Alabama 1975, as amended, all other applicable laws of the State of Alabama, and to the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (excluding attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED 1.5 TIMES THE TOTAL FEES LISTED IN EXHIBIT A, INVESTMENT SUMMARY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d)

Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twenty-four (24) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twenty-four (24) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twenty-four (24) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in the state or federal courts serving Shelby County, Alabama. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within thirty (30) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of

proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, provided such listing does not imply endorsement without your consent. We may also, subject to City's review and written approval of any proposed materials, which approval shall not be unreasonably withheld, we may identify you by name in marketing presentations and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Alabama, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work
Exhibit F	Agreement for Tyler Systems Management
Exhibit G	Tyler's Proposal
Exhibit H	Client's Request for Proposal

In the event of any conflict in the various contract documents listed above, the conflict shall be interpreted and resolved according to the following order of precedence:

First, this License and Services Agreement, Sections A through I; Exhibits A through F;

Second, Exhibit G, Tyler's Proposal

Third, Exhibit H, Client's Request for Proposal

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Pelham, Alabama

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Pelham
PO Box 1419
Pelham, AL 35124
Attention: _____ Accounting Manager

RESOLUTION 2021-03-15-02

Authorizing the Purchase of a Two Replacement Fire Pumper Trucks

WHEREAS, the Pelham City Council has determined it serves a public safety purpose to replace the fire pumper trucks currently assigned to Pelham Fire Station 4 and Station 5.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the purchase of two (2) 2021 Pierce Enforcer PUC Fire Pumper Trucks and related equipment from Emergency Equipment Professionals, Inc. through the Houston-Galveston Area Council Cooperative Purchasing Program, Contract FS19VC07, in the amount of \$1,300,000.00 and further authorizing the Mayor, on behalf of the city, to execute all required documents, contracts and agreements which shall be a permanent part of this Resolution.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-03-15-02 be given vote, and said resolution passed by majority vote of the Council present, and the President of the Council declared the same passed and adopted.

ADOPTED this 15th day of March 2021.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 15th day of March 2021 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 15th day of March 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



MEMORANDUM

To: Gretchen Difante, City Manager

From: *MR*
Mike Reid, Fire Chief

Date: March 8, 2021

Subject: Fire Engines Purchase

I respectfully request to have the purchase of two (2) new fire engines to be placed on the March 15th Pelham City Council Agenda for considerations to award the contract to Emergency Equipment Professionals (EEP). As you know, the funds for the purchase of these fire engines was approved in the FY 2021 budget. These fire engines will replace Engine 94 and Engine 95 currently housed at Station 4 and Station 5 respectively. Engine 94 and Engine 95 will remain in our fleet as reserve engines.

Below is a synopsis of the pricing before and after discounts and the total purchasing price. I have also attached the full contract, HGAC purchasing consortium documents, and the specifications for both fire engines from EEP.

Quantity Product Description & Options Price

2 - Pierce Enforcer PUC Pumpers per EEP\Pelham FD Specification #931
HGAC Purchasing Contract FS19VC07

Total before Discounts:\$1,348,710.00

-\$39,358.00 – Discount for 100% Pre-Pay with Contract

-\$12,828.00 – HGAC Discount

+\$3,476.00 - 100 % Performance Bond

Total Purchase Price: \$1,300,000.00

Please let me know if you need anything further from me. Thank you very much for your assistance with this process.

3162 Pelham Parkway • Post Office Box 1419 • Pelham, Alabama 35124
205.620.6400 • pelhamalabama.gov



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From: 
Mike Reid, Fire Chief

Date: March 8, 2021

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Please let me know if you need anything further from me. Thank you very much for your assistance with this process.

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205.620.6400 • pelhamalabama.gov



Fire Apparatus Proposal

This Equipment Proposal (the "Proposal") has been prepared by Emergency Equipment Professionals, Inc. ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: December 15, 2020 **Customer Name:** City of Pelham, AL Pelham Fire Department

Customer Address: 3162 Pelham Pkwy,
Pelham, AL 35124

Quantity	Product Description & Options	Price
2	Each Pierce Enforcer PUC Pumpers per EEP\Pelham FD Specification #931 Per HGAC Purchasing Contract FS19VC07 Minus Discount for 100% Pre-Pay with Contract Minus HGAC Discount Includes 100% Performance Bond Pricing based on signed contract on or before March 15 th , 2021 Purchase Price:	Total \$1,348,710.00 -\$39,358.00 -\$12,828.00 +\$3,476.00 Total \$1,300,000.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 13 Months or less after Company receives Customer's acceptance of this Proposal as defined below.

Delivery Location: Pelham Fire Station 1, Pelham Alabama

Other: PENALTY CLAUSE: There will be a penalty clause of \$100 per day assessed to EEP\Pierce MFG for each day over 390 days from acceptance of this order by EEP and Pierce MFG. Payment will be made to the City of Pelham, Alabama. Final Date of acceptance will be provided to the customer as soon as practical.

Acceptance of this proposal creates an enforceable binding agreement between company and customer. "Acceptance" means that customer delivers to company: (A) a proposal signed by an authorized representative, or (B) a purchase order incorporating this proposal, which is duly approved, to the extent applicable, by customer's governing board. (C) in the case of a pre-payment the pre-payment shall be paid to EEP along with the signed contract. Acceptance of this proposal is expressly limited to the terms contained in this proposal and company's purchasing terms and conditions. Any additional or different terms, whether contained in customers forms or otherwise forms or otherwise presented by customer at any time are hereby rejected, unless agreed upon by both parties in writing.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer Name: _____

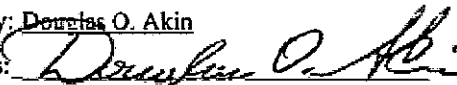
By: _____

Its: _____

Date: _____

Emergency Equipment Professionals, Inc.

By: Douglas O. Akin

Its: 

Date: March 5, 2021



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract No.:

FS12-19

Date Prepared:

12/15/2020

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Pelham, AL (Bid #931)	Contractor:	Emergency Equipment Professionals
Contact Person:	Chief Mike Reid	Prepared By:	Brian Lee
Phone:	205-620-6500	Phone:	662-280-4729
Fax:	205-620-6501	Fax:	662-342-7251
Email:	mreid@pelhamalabama.gov	Email:	blee@eeeproinc.com
Product Code:	FS19VC07 Pierce Enforcer, JDR, Full-Tilt, Alum Cab, Alum Body, Single Axle, 1250 GPM Pump, Mid-Mtd Pumper		

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$492,768.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
102 - Add Frame Liner Custom	\$ 1,814.00	252 - 430 amp Delco alternator	\$ 3,911.00
106 - upgrade to 27,000# rear axle	\$ 2,189.00	254 - LED body perimeter additional	\$ 1,978.00
117 - Tire Chains - Rear Axle	\$ 4,368.00	259 - 12 volt LED Flood Brow light B	\$ 2,679.00
135 - Additional Air Tanks	\$ 385.00	263 - 12 volt LED Flood Recessed or surface (per light) A	\$ 1,246.00
144 - Cummins X12 to X15	\$21,296.00	264 - 12 volt LED Flood Recessed or surface (per light) B (6)	\$ 11,112.00
149 - EVS 3000 TO 4000	\$ 9,661.00	275 - Hose Bed Cover, Aluminum	\$ 5,853.00
159 - Add Extended Bumper	\$ 2,335.00	280 - PUC Body Configuration	\$ 12,999.00
166 - Linex Bumper Coating	\$ 417.00	287 - PUC Flip-out steps	\$ 957.00
170 - Raised roof, custom cab	\$ 2,000.00	288 - Catwalk-Hatch Compartment, Each (2)	\$ 7,180.00
172 - Full height Cab doors - Raised Roof	\$ 2,274.00	310 - Adjustable Compartment shelves (10)	\$ 2,000.00
174 - Mounting plate on engine tunnel	\$ 505.00	311 - Slide-out tool board (2)	\$ 2,292.00
186 - EMS Compartment in Cab (3)	\$ 8,004.00	314 - Slide-out floor tray	\$ 842.00
208 - Spare 12 volt power (each) (10)	\$ 1,190.00	316 - Adjustable slide-out tray	\$ 725.00
233 - Intercom Wireless System	\$ 5,077.00	317 - Tilt-out adjustable tray	\$ 704.00
234 - Intercom Headset - Wired	\$ 532.00	320 - Vertical Partition (3)	\$ 801.00
235 - Intercom Headset - wireless (4)	\$ 4,080.00		
241 - Kussmaul Pump plus	\$ 2,662.00	Subtotal From Additional Sheet(s):	\$ 54,095.00
245 - Auto-eject 20 amp	\$ 541.00	Subtotal B:	\$ 178,644.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
0740 - Brakes, Rear-Meritor 16.50 x 8.60"	\$ 625.00		
606441 - 19" Bumper Extension, Steel Painted	\$ 1,318.00	Subtotal From Additional Sheet(s):	\$ -
		Subtotal C:	\$ 1,943.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	\$ 673,355.00	=	Subtotal D:	\$ 1,346,710.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: \$ 2,000.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
100% Prepay Discount	\$ (39,358.00)		
HGAC Discount	\$ (12,828.00)		
100% Performance Bond	\$ 3,476.00	Subtotal F:	\$ (48,710.00)

Delivery Date: April 2022

G. Total Purchase Price (D+E+F): \$ 1,300,000.00

EXHIBIT A

**PROPOSAL OPTION LIST
(OR FOR AMBULANCE SALES, THE QUOTATION, OR ORDER FORM, AS APPLICABLE)**



Proposal Option List

Customer: PELHAM FIRE DEPARTMENT
 Representative: Akin, Doug
 Organization: Emergency Equipment Professionals, Inc.
 Requirements Manager:
 Description: Pelham Enforcer X12 PUC
 Body: Pumper, PUC, Aluminum

Bid Number: 931
 Job Number:
 Number of Units: 2
 Bid Date: 11/20/2020
 Stock Number:
 Price Level: REVISION7

Chassis: Enforcer Chassis, PUC

Lane:

Line	Option	Type	Option Description	Qty
1	0766589		Boiler Plates, PUC Pumper Fire Department/Customer - Pelham Fire Department Operating/In conjunction W-Service Center - Operating Miles - 10 Miles Number of Fire Dept/Municipalities - 15 Bidder/Sales Organization - EEP Delivery - Delivery representative Dealership/Sales Organization, Service - EEP	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0520877		Comparison Report Required Fill in Blank - This unit is to match 32218 as closely as possible.	1
7	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0000114		Inspection Trip(s) Qty, - 02 Fill in Blank - 3	2
12	0620362		Consortium, HGAC	1
13	0537375		Unit of Measure, US Gallons	1
14	0030006		Bid Bond Not Requested	1
15	0050066		Performance Bond, 100% Req'd (Statement by Rep)	1
16	0000007		Approval Drawing	1
17	0002928		Electrical Diagrams	1
18	0625939		Enforcer Chassis, PUC	1
19	0000110		Wheelbase Wheelbase - 195"	1
20	0000070		GVW Rating GVW rating - 46,500	1
21	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
22	0648354		Frame Liner, Internal "C", 9.38" x 3.13" x .25", Saber FR/Enf, 26" Qval	1
23	0629557		Axle, Front, Meritor MFS-20, 20,000 lb Saber FR/Enforcer	1
24	0637913		Suspension, Front, Standens, Taper Leaf, 20,000 lb, Saber FR/Enforcer	1
25	0000321		Shock Absorbers on Front Axle, Monroe Magnum 65, Saber/Enforcer	1
26	0000322		Oil Seals, Front Axle	1
27	0677584		Tires, Front, Goodyear, G296 MSA, 385/65R22.50, 18 ply, Fire Service Load Rating	1
28	0604672		Wheels, Front, Accuride, 22.50" x 12.25", Steel, Hub Pilot	1
29	0530460		Axle, Rear, Meritor RS26-185, 27,000 lb, Saber/Enforcer	1
30	0544253		Top Speed of Vehicle, 68 MPH	1
31	0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1
32	0000485		Oil Seals, Rear Axle	1
33	0587216		Tires, Rear, Goodyear, G622 RSD, 12R22.50, 16 ply, Single	1
34	0654802		Wheels, Rear, Accuride, 22.50" x 8.25", Steel, Hub Pilot, Single	1

35 0568081	Tire Balancing, Counteract Beads	1
36 0620570	Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle Qty, Tire Pressure Ind - 6	1
37 0003245	Axle Hub Covers w/center hole, S/S, Front Axle	1
38 0001960	Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
39 0057936	Covers, Lug Nut, Chrome	1
40 0002045	Mud Flap, Front and Rear, Pierce Logo	1
41 0760616	Chains, Onspot Automatic Tire, Custom, Locking Switch	1
42 0544802	Chocks, Wheel, SAC-44-E, Folding Qty, Pair - 01	1
43 0544806	Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal Qty, Pair - 01 Location, Wheel Chocks - Left Side Rear Compt	1
44 0010670	ABS Wabco Brake System, Single rear axle	1
45 0508676	Brakes, Meritor, EX225, 17", Disc Plus, Front	1
46 0000740	Brakes, Meritor, Cam, Rear, 16.50 x 8.63"	1
47 0731553	Air Compressor, Brake, Cummins/Wabco 25.9 CFM	1
48 0644232	Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
49 0644228	Air Dryer, Wabco System Saver 1200 IWT, Heated, Saber FR/Enforcer	1
50 0000790	Brake Lines, Nylon	1
51 0000858	Inlet/Outlet, Air, w/Disconnect Fitting Location, Air Coupling(s) - h) DS Pump Panel Qty, Air Coupling (s) - 1	1
52 0000845	Air Tank, Additional for Extra Capacity	1
53 0675244	All Wheel Lock-up, Single Prk Brk Control	1
54 0733893	Engine, Cummins X12, 455 hp, 1700 lb-ft, W/OBD, EPA 2021, REPTO, Enforcer	1
55 0730807	Remote Mounted Filters Not Required, X12	1
56 0001244	High Idle w/Electronic Engine, Custom	1
57 0687994	Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	1
58 0644227	Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
59 0640477	Air Intake, Metal Screen, Saber FR/Enforcer	1
60 0794743	Exhaust System, 5", X12/X15, MX13, Engine, Horizontal, Right Side	1
61 0788765	Radiator, Saber FR/Enforcer	1
62 0001090	Cooling Hoses, Rubber	1
63 0001125	Fuel Tank, 65 Gallon, Left Side Fill	1
64 0001129	Lines, Fuel	1
65 0662965	DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Air Bottle Door	1
66 0552793	Not Required, Fuel Priming Pump	1
67 0582243	Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
68 0553019	Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
69 0578959	Fuel/Water Separator, Racor Inline	1
70 0798744	Trans, Allison 5th Gen, 4500 EVS P, Imp/Vel/DCF/Enf	1
71 0512762	Transmission, Shifter, 6-Spd, Push Button, 4500, Imp/Vel/Qtm/DCF/Enf Trans, ratio - 4500 EVS, 6Spd	1
72 0517604	Transmission Programming, Park to Neutral, PUC	1
73 0684459	Transmission Oil Cooler, Modine, External	1
74 0001375	Driveline, Spicer 1810	1
75 0637248	Steering, Dual Gear, TRW TAS-65, w/tilt, Pump w/ Cooler, Saber FR/Enforcer	1
76 0509229	Steering Wheel, 2 Spoke	1
77 0690274	Logo/Emblem, on Dash Text, Row (1) One - PELHAM Text, Row (2) Two - FIRE Text, Row (3) Three - DEPARTMENT	1
78 0606441	Bumper, 19" Extended, Steel Painted, Saber FR/Enforcer	1
79 0640197	Tray, Hose, Center, 19" Bumper, Outside Air Horns Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 21) 150 lb @ 1.75"	1
80 0616872	Cover, Aluminum Treadplate, Drop Down Bumper	1

Stay arm, Tray Cover - a) Mech Stay Arm		
81 0778092	Lift & Tow Package, Enforcer	1
82 0002270	Tow Hooks, Chrome	1
83 0515419	Bumper, Center Section Hinged, w/ Paddle Latches	1
84 0660435	Coating, Top Flange, Front Bumper, Outside Exterior, Rhino Lining, Black	1
85 0625646	Cab, Enforcer, 7010, PUC	1
86 0747442	Engine Tunnel, X12, MX13, Enforcer	1
87 0610508	Rear Wall, Interior, Adjustable Seating, Not Available	1
88 0632103	Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
Material, Exterior Rear Wall - Aluminum Treadplate		
89 0639727	Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	1
90 0766118	SP Grille, Painted, Black, Front of Cab, Dash CF/Enforcer	1
91 0002224	Scuffplates, S/S Al Cab Door Jambs, 4-Door Cab	1
Material Trim/Scuffplate - c) S/S, Polished		
92 0647932	Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
93 0015440	No Chrome Molding, On side of cab	1
94 0590424	Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex, Black	1
95 0648172	Door, Full Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
Key Model, Cab Doors - 751		
96 0655543	Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
97 0528958	Not Required, Controls, Electric Window, AXT, Quantum, Saber, Enforcer, Dash CF	1
98 0638310	Steps, 4-Door Cab, Saber FR/Enforcer	1
Step Well Material - Aluminum Treadplate		
99 0770198	Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, Black, 4-Dr Cab	1
Color, Handrail Light - Red		
Control, Handrail Light - Perimeter Lights		
100 0634786	Lights, Cab & Crew Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step 6lts	1
101 0792445	SP Fenders, Cab, S/S, Painted, Saber/Enforcer	1
Paint, Color -		
102 0627907	Window, Side of C/C, Fixed, w/EMS Cabinet, Saber FR/Enforcer	1
103 0012090	Not Required, Windows, Front/Side of raised roof	1
104 0779033	Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
105 0009019	Roof, Aluminum Treadplate, Raised Cab Roof Only	1
106 0797070	Recess Windshield Washer Fill, SFR/Enf	1
107 0553057	Holder, Cup, Cab/Crewcab, Each	2
Qty, - 02		
108 0607217	Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
Mounting Provision Spacing - .75"		
Material Finish, Cab Interior - Painted		
109 0750824	Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray		
Engine Tunnel Cover - Painted		
Cab Interior Rear Wall Material - Painted Aluminum		
110 0753903	Cab Interior, Paint Color, Saber FR/Enforcer	1
Color, Cab Interior Paint - i) fire smoke gray		
111 0052100	Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
112 0741237	HVAC, Saber/Enforcer, CARE	1
HVAC System, Filter Access - Removable Panel		
Auxiliary Cab Heater - Both		
HVAC System, Control Loc. - Panel Position #12		
113 0639675	Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer	1
Sun Visor Retention - No Retention		
114 0634328	Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
115 0583938	Lights, Engine Comp, Custom, Auto Sw, WIn 3SC0CDCR, 3" LED, Trim	1
Qty, - 01		
116 0631830	Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
117 0002501	Map box, 4 bin/30 Deg Slant, Custom Chassis	1
Location - TBD Bid #:		
118 0583039	Not Required, Side Roll and Frontal Impact Protection	1

119 0622618		Seating Capacity, 5 Seats	1
120 0636957		Seat, Driver, Pierce PSV, Air Ride, High Back, Saber FR/Enforcer	1
121 0636946		Seat, Officer, Pierce PSV, Fixed, SCBA, Saber FR/Enforcer	1
122 0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
123 0771205		Cabinet, Rear Facing, LS, 23 W x 34 H x 26.75 D, Web, SFR/Enf	1
		Type of fastener - 1" side release	
		Restraint Location - Bottom (towards the ground)	
		Light, Short Cabinet - Pierce, Interior, Left Side	
		Material Finish, Shelf - 0-No Shelving	
		Shelf/Tray, Cabinet - (0) None	
		Louvers, Cabinet - 0-No Louvers	
124 0102783		Not Required, Seat, Rr Facing C/C, Center	1
125 0767385		Cabinet, Rear Facing, RS, 22 W x 34 H x 26.75 D, Web, SFR/Enf	1
		Type of fastener - 1" side release	
		Restraint Location - Bottom (towards the ground)	
		Light, Short Cabinet - Pierce, Interior, Right Side	
		Material Finish, Shelf - 0-No Shelving	
		Shelf/Tray, Cabinet - (0) None	
		Louvers, Cabinet - 0-No Louvers	
126 0632947		Seat, Forward Facing C/C, DS Outboard, Pierce PSV, SCBA, Foldup, Saber FR/Enf	1
127 0632657		Seat, Forward Facing C/C, Center, (1) Pierce PSV, SCBA, Saber FR/Enforcer	1
128 0632874		Seat, Forward Facing C/C, PS Outboard, Pierce PSV, SCBA, Foldup, Saber FR/Enf	1
129 0619421		Compt, Storage, Forward Facing, Overhead, 88 W x 10 H x 16.34 D, Saber FR/Enf	1
		Latch, Storage Compt - a) Non Locking	
		Qty, Compt Door - (2)	
		Light, Overhead Compt - Pierce, Horizontal Mounted	
130 0728814	SP	Cabinet, Rear Facing, Top Eng Tnl, 34 W x 16 H x 16 D, Web, SFR/Enf	1
		Type of fastener - 1" side release	
		Restraint Location - Back (towards rear of truck)	
		Light, Short Cabinet - Pierce, Interior, Right Side and Pierce, Interior, Left Side	
131 0566653		Upholstery, Seats In Cab, Turnout Tuff	1
		Color, Cab Interior Vinyl/Fabric - c) Black	
132 0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	4
		Qty, - 04	
133 0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
		Seat Belt Color - Red	
134 0543914		Helmet Storage, In Body Compartment	1
135 0647647		Lights, Dome, FRP Dual LED 4 Lts	1
		Color, Dome Lt - Red & White	
		Color, Dome Lt Bzl - Grey	
		Control, Dome Lt White - Door Switches and Lens Switch	
		Control, Dome Lt Color - Lens Switch	
136 0652881		Lights, Dome, FRP Dual LED	2
		Location - crew area ceiling equidistant with two standard lights	
		Qty, - 02	
		Color, Dome Lt - Red & White	
		Color, Dome Lt Bzl - Grey	
		Control, Dome Lt White - Door Switches	
		Control, Dome Lt Color - Lens Switch	
137 0649915		Light, Map, Havis, C-MAP-T-LED, Gooseneck	1
		Location - on top of officer instrument panel as far to the right as possible	
		Qty, - 01	
		12vdc power from - Battery switched	
138 0628471		Light, Map, Overhead, Peterson M371S LED, Rectangula w/Switch	1
		Location - officer side overhead panel underside	
		Qty, - 01	
		12vdc power from - Battery switched	
139 0602637		Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1
140 0630605		Cab Instruments, Ivory Gauges, Chrome Bezels, Saber FR/Enforcer	1

Emergency Switching - Individual Switches		
141 0002544	Air Restriction Indicator - Pierce Chassis	1
142 0543751	Light, Do Not Move Apparatus	1
Alarm, Do Not Move Truck - Pulsing Alarm		
143 0621756	Lights, Door Open Indicator Truck-Lite 30286 2", Enf/Saber FR 2Lts, Red	1
Color, Lens, LED's - m)match LED's		
144 0632738	Switching, Cab Instrument Lower Console & Overhead, Rocker, Enforcer	1
145 0627547	Wiper Control, 2-Speed with Intermittent, Wired to Prk Brk, Non-MUX,SFR/Enf	1
146 0548007	Wiring, Spare, 15 A 12V DC 3rd	2
Qty, - 02		
12vdc power from - Battery switched		
Wire termination - 15 amp power point plug		
Location - tbd		
147 0548004	Wiring, Spare, 15 A 12V DC 1st	2
Qty, - 02		
12vdc power from - Battery switched		
Wire termination - Butt Splice		
Location, Spare Wiring - Officer Dash		
148 0548006	Wiring, Spare, 15 A 12V DC 2nd	2
Qty, - 02		
12vdc power from - Battery direct		
Wire termination - 10-Place Bus Bar w/Cover		
Location - 8 ft coiled behind the driver seat and the second to the forward facing		
149 0610968	Wiring, Spare, 2.0 A 12V DC, USB Termination Blue Sea 1016 1st	3
Qty, - 03		
12vdc power from - Battery direct		
Location - TBD		
150 0548012	Wiring, Spare, 20 A 12V DC 4th	1
Qty, - 01		
12vdc power from - Battery direct		
Wire termination - Butt Splice		
Location - 6ft coiled behind the officer seat		
151 0763646	Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf	1
System Of Measurement - US Customary		
152 0734857	Collision Mitigation, HAAS Alert (R2V), HA5	1
Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription		
153 0610240	Vehicle Data Recorder w/Seat Belt Monitor	1
154 0789867	SP Intercom, Firecom 5200D Dual Radio, 1 Wireless Base Station, (1C,Wired)	1
Location - Officer side overhead console		
Location, Intercom, C Cab - 1) 1 centered in Crew Ceiling		
155 0657152	Cable, Radio to Intercom Interface, Firecom, 2 Radios	1
Radio, First Two-Way Model - Motorola APX 4500		
Radio, Second Two-Way Model - Motorola XPR 4500		
Radio, First Two-Way Make - Motorola High Power		
Radio, Second Two-Way Make - Motorola High Power		
156 0602376	Headset, Firecom, Wireless, UHW-505 Under Helmet, Radio Transmit	4
Qty, - 04		
Location, Headset - Driver Seat, Officer Seat, DS Outbrd, Fwrd Fcng Seat and		
157 0681393	Headset, Firecom, FH-54 Over Head, Intercom Only, Mic On/Off	1
Qty, - 01		
Location, Headset - Center Crew Cab Seat		
158 0610620	Hangers For Headsets, ULC, Each	5
Qty, - 05		
Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Fwrd Fcng		
159 0616382	Install Customer Provided GPS/Multimode Antenna(s)	1
Qty, - 01		
160 0696443	Antenna Mount, Custom Chassis, Cable Routed to Overhead Switch Area	2
Location - TBD		
Qty, - 02		

Bid #:
931

161 0684371		Antenna Whip Only, Laird QW800, 800MHz Location - Match previous unit 29886 Qty, - 01	1
162 0653533		Camera, Pierce, 7" LCD, Rear Camera Only Location, Camera Monitor - Driver Side Dash	1
163 0523921		Recess, Rear Vision Camera Location, Camera, Recessed - Center Rear	1
164 0624241		Electrical Power/Signal Protection & Control, Enforcer	1
165 0624256		Electrical System, Enforcer Hard Wired	1
166 0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
167 0008621		Battery System, Single Start, All Custom Chassis	1
168 0002698		Battery Compartment, Saber/Enforcer	1
169 0687320		Charger, Sngl Sys, Kussmaul, Pump Plus 1200, 091-9-1200-194	1
170 0678372		Location, Charger/Compr, Behind Driver Seat, Saber FR/Enforcer	1
171 0530949		Location, Bat Chrg Ind, Driver's Seat Riser	1
172 0016848		Shoreline, 20A 120V, Kussmaul Auto Eject 091-20WP-120 Qty, - 01 Color, Kussmaul Cover - h) black Connection, Shoreline - Shoreline to battery charger and receptacles	1
173 0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
174 0647728		Alternator, 430 amp, Delco Remy 55SI	1
175 0644176		Load Manager, Integrated In Electrical System, Saber FR/Enforcer	1
176 0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel Color, Headlight Bez - Black Bezel	1
177 0757566	SP	Light, Directional, Wln C6T* LED Arrow, Blk Comn Bzl, Abov Hdlt, Blk Trm Sab/Enf Color, Lens, LED's - Clear	1
178 0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
179 0735474		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer Light Guard - No Guards	1
180 0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
181 0088869		Lights, Clearance/Marker/ID, Rear, Truck-Lite 26250R LED 7Lts	1
182 0517025		Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster	1
183 0085910		Lights, Backup Included in Signal Cluster	1
184 0664481		Bracket, License Plate & Light, P25 LED	1
185 0589905		Alarm, Back-up Warning, PRECO 1040	1
186 0769566		Lights, Perimeter Cab, Amdor AY-LB-12HW020 & AY-LB-12HW012 LED 4Dr	1
187 0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
188 0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step Control, Perimeter Lts - Parking Brake Applied	1
189 0769567		Lights, Perimeter, Amdor AY-LB-12HW012 12" LED, Brkt Qty, Lights - 04 Location, Additional Perimeter Lights - Under Compt D1, 1lt, Under Compt D3,	4
190 0557322		Lights, Step, P25 at Rear Tailboard, PUC, 4lts Perm Lts	1
191 0629643		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 4th Location, Lights - DS above the center window Qty, - 01 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - Black Flange	1
192 0640991		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 1st Location, Lights - PS hatch box one to the rear and one to the front Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - DS Pump Panel Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control	2

193 0640629	Color, WIn Lt Housing - Black Flange Light, WIn, 12V PCPSM1* Pioneer LED Fld/Spt, Surface Mount 1st Location, Lights - DS Rear Bulkhead as high as possible above the PELCC light. Qty, - 01 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - i) PS Rear of Apparatus Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, WIn Lt Housing - Black Flange	1
194 0640941	Light, WIn, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 2nd Location, Lights - DS Hatch Box to the front and one to the rear Qty, - 02 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel Switch, Lt Control 3 DC,3 - d) No Control Switch, Lt Control 4 DC,4 - d) No Control Color, WIn Lt Housing - Black Flange	2
195 0638454	Light, WIn, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 3rd Location, Lights - above ps center window Qty, - 01 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - j) PS Pump Panel Switch, Lt Control 4 DC,4 - d) No Control Color, WIn Lt Housing - Black Flange	1
196 0772704	Light, Visor, WIn, 12V P*H2* Pioneer LED, Warn 1st Qty, - 01 Location, driver's/passenger's/center - Centered Control, Front Scene Warning - c) Seperate Sw Color, WIn Lt Housing - Black Paint Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw DS and Cab Sw Panel Scene Light Optics - Flood	1
197 0657535	Lights, Work, (2) WIn PELCC LED, w/Alternative Hose Bed Lights Switch, Scene Lt Cntrl - i)switch at rear and ds sw pnl	1
198 0645670	Lights, Not Required, Hose Bed, Alt. Deck Light At Front Of Hose Bed	1
199 0633740	Light, Below Alum Hose Bed Cover, 63" LED Strip Light, Loc Location - one under each hosebed cover Qty, - 02 Control, Hose Bed Lts - Auto Cover Sw	2
200 0645677	Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
201 0709438	Light, Walking Surf, FRP Flood, LED	1
202 0518282	Pumper, PUC, Aluminum	1
203 0554271	Body Skirt Height, 20"	1
204 0501271	Tank, Water, 750 Gallon, Poly, Rectangular Form Fitting, PUC	1
205 0003405	Overflow, 4.00" Water Tank, Poly	1
206 0028104	Foam Cell Required	1
207 0553729	Not Required, Restraint, Water Tank, Heavy Duty	1
208 0003429	Not Required, Direct Tank Fill	1
209 0003424	Not Required, Dump Valve	1
210 0048710	Not Required, Jet Assist	1
211 0030007	Not Required, Dump Valve Chute	1
212 0514778	Not Required, Switch, Tank Dump Master	1
213 0597043	Body Height, PUC/HDRP Body Height - 95.00"	1
214 0199241	Hose Bed, Aluminum, Pumper, PUC	1
215 0003481	Hose Bed Capacity, Special Capacity, Hosebed - HB1 (left) 800 ft x 3.0 DJ HB2 (center) 1,100 ft x 5" Nitrile	1
216 0083488	Divider, Hose Bed, .25" Unpainted Bid #: Qty, Hosebed Dividers - 2 931	2

217 0530804	Cover, Hose Bed, Alum Treadplate	1
218 0060884	Stay Arm, Hose Bed Cover, Mechanical	1
219 0649080	Gas Cylinders, 180 lb, Aluminum Hose Bed Cover	1
220 0653357	Switch, Secondary HB Cover Not Stowed, Wired to "Do Not Move Apparatus Light"	1
221 0538045	Flap, Rear of Alum Hose Bed Cover, Vinyl, Paddle Seat Belt Buckles	1
	Color, Vinyl Cover - c) black	
222 0611509	Running Boards, Flip Out, PUC	1
223 0676723	Tailboard, 16" Deep, Full Width, Angled Corners, PUC/HDRP	1
224 0690029	Wall, Rear, Body Material, PUC, PUC Tanker, PRM, HDRP	1
225 0003531	Tow Bar, Under Tailboard	1
226 0656764	Construction, Compt, Alum, Pumper, PUC	1
227 0503804	LS 189" Rollup, (1) 62" Fwd, (1) 52" Rr, Full Height & Depth Front & Rear, PUC	1
228 0503803	RS 189" Rollup, (1) 62" Fwd, (1) 52" Rr, Full Height & Depth Front & Rear, PUC	1
229 0594005	Doors, Rollup, Amdor, Side Compartments	6
	Qty, Door Accessory - 06	
	Color, Roll-up Door - AMDOR Painted to Match Lower Body	
	Latch, Roll-up Door - Non-Locking Liftbar	
230 0557309	Compt, Rear, Rollup, 40.50" FF, w/Tailboard, PUC/HDRP	1
231 0593958	Door, Amdor, Rollup, Rear Compartment, PUC	1
	Color, Roll-up Door - AMDOR Satin Aluminum	
	Latch, Roll-up Door - Non-Locking Liftbar	
232 0783200	Scuffplate, Trim, Opening of Rear Vision Camera Recess	1
	Material Trim/Scuffplate - c) S/S, Polished	
233 0518559	Keyed Locks for Roll-Up Doors, Key Style 751	1
	Qty, Door Accessory - 01	
	Location, Door Accessory - D1 (LS1)	
234 0732709	Pull Strap for Rollup Doors	2
	Qty, Door Accessory - 02	
	Location, Door Accessory - DS and PS Crosslay doors	
	Color, Strap - Black	
	Length, Pull Strap - 16.00"	
235 0689549	Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door	7
	Location - all seven compartments	
	Qty, - 07	
236 0691876	Brackets/Clamps, For Strip Lighting In Compartments, IPO Velcro	1
237 0515679	189" Hatch, (2) Lift-up, 21" Wide, Both Sides, PUC/HDRP	1
	Size, Hatch Compt, Height - 25.00"	
	Trim, Body/Hatch Compt Seam, Horizontal, Pair - Molding	
	Trim, Body/Hatch Compt Seam, Vertical, Pair, PUC - Painted Smooth Weld	
238 0733406	Handrails, Hatch Step Area, (1) Curved & (1) Straight	1
239 0688124	Lights, Hatch Compt, LED Strip Light, 189", Both Sides	1
240 0760868	Lights, Cargo/Dunnage, Dual LED Light Strips, Each Side	1
	Control, Scene Lts - With Pump Pnl Lts	
241 0687145	Shelf Tracks, Recessed, PUC/3rd Generation	1
242 0600350	Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	10
	Qty, Shelf - 10	
	Material Finish, Shelf - Painted - Spatter Gray	
	Location, Shelves/Trays, Predefined - RS2-Centered, RS1-Upper Third, RS3-	
243 0709690	Tray, 250 lb Slide-out, 2" Sides - Adj. Height, Predefined Locations	1
	Qty, Tray (slide-out) - 01	
	Location, Shelves/Trays, Predefined - LS1-Lower Third	
	Material Finish, Tray - Painted - Spatter Gray	
244 0709692	Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Predefined Locations	1
	Qty, Tray (slide-out) - 01	
	Location, Shelves/Trays, Predefined - RS2-Centered	
	Material Finish, Tray - Painted - Spatter Gray	
245 0647043	Tray, Floor Mounted, Slide-Out, Full Width/Full Depth, 500lb, 2.00" Sides, 3G	1
	Qty, - 01	
	location - LS1	
	Bid #:	
	931	

246 0617454		Material Finish, Tray - Painted - Spatter Gray Toolboard, Slide-out, Alum, .188", Peg Board, Painted, 3G, Slides Top and Bottom location - P3 left of the partition and adjustable side to side Qty - 2	2
247 0633827		Mounting, Toolboard - Adjustable side-side Partition Width, Pump Operator Compartment, PUC Width, PUC Pump Operators Panel Partition - 2.5"	1
248 0591330		Partition, Trans Rear Compt, PUC, Sealed Qty, Partition - 02 Location, Partition - c) both sides	2
249 0600281		Partition, Vertical Compartment, Predefined Locations Qty, Partition - 01 Location, Partition/Toolboard, Predefined - .Location To Be Determined Material Finish, Partition - Painted - Spatter Gray	1
250 0637495		Pull Strap, 2", Color Location - ONE EACH END OF THE BACKBOARD COMPARTMENT Qty, - 02 Color - 2) red	2
251 0063064		Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
252 0748089	SP	Fender Crowns, Rear, Painted S/S, W/Removable Fender Liner, Pumper, 3rd Gen Paint, Color - black Material Finish, Fender Liner - Painted - Body Material	1
253 0519849		Not Required, Hose, Hard Suction	1
254 0773292	SP	Handrails Located @ Front Body, Hansen Tubing, Black	1
255 0773291	SP	Handrails, Rear, PUC, Hansen Tubing, Black	1
256 0773289	SP	Handrail, Rear, Below Hose Bed, Full Width, Hansen Tubing, Black	1
257 0657522		Compt, Air Bottle, Triple, Fender Panel Qty, Air Bottle Comp - 3 Door Finish, Fender Compt - Painted Location, Fender Compt - Triple - LS Fwd, Triple - RS Fwd and Triple - RS Rear Latch, Air Bottle Compt - Southco C2 Black Raised Insert, Air Bottle Compt - Rubber Matting	3
258 0654143		Compt, Air Bottle, Single, Common Triple Door (DEF/Fuel), Fender Panel Door Finish, Fender Compt - Painted Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	1
259 0521500		Strap, Air Bottle Compartment, Each Location, Bracket/comp. - 2 EACH COMPARTMENT Qty, - 08	8
260 0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
261 0004230		Ladder, 14' Duo-Safety 775A Roof	1
262 0638382		Rack, Ladders, LS Full Depth Body, PUC/HDRP Door, Material & Finish, Ladder Storage - smooth aluminum Latch, Door Ladder Storage - D-Handle latch	1
263 0014245		Ladder, 10' Duo-Safety Folding 585A, w/Mounting Location, Folding Ladder - DS Pike Pole Compt	1
264 0054253		Pike Pole, 4' Fire Hooks Unlimited, Fiberglass, DWHS-4 Location - PS long item storage Qty, Pike Poles - 1	1
265 0687491		Pike Pole, 4' Fire Hooks Unlimited, New York Roof Hook, RH-4, w/D-Handle Location - PS LONG ITEM STORAGE Qty, Pike Poles - 1	1
266 0557253		Pike Pole, 10' Fire Hooks Unlimited, New York Roof Hook, Steel, RH-10, Pry End Location - DS LONG ITEM STORAGE Qty, Pike Poles - 1	1
267 0547754		Not Required, Pike, Pole, 8'	1
268 0634020		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Gas Shut Off, RH-6 Qty, - 01	1
269 0539402		Compt, Pike Poles/Fld Ldr In Upper Body (1) LS, Long Storage (1) RS, SA, PUC/HDRP	1

270 0545167	Trough for D-Handled Pike Pole	2
	Location - PS LONG ITEM STORAGE,	
	Qty, Pike Pole Tubes - 02	
271 0004375	Bell, 12" Chrome w/Eagle	1
	Location, Acc. Misc. - b) passenger's side	
272 0521734	No Steps Required, Front Of Body, PUC	1
273 0515519	Ladder, Top Access, Alum, RH Rear, PUC	1
274 0591914	Step, Folding - Extra, Body Only, Black, w/LED, Trident	1
	Qty, Folding Step - 01	
	Location, Steps Additional - RS Rear Bulkhead - 1	
275 0515695	Pump, Pierce, 1500 GPM, Single Stage, PUC	1
276 0515822	Seal, Mechanical, Silicon Carbide, PUC Pump	1
277 0515705	Gear Case, Pierce Pump, REPTO-Clutch Drive	1
278 0521309	Pumping Mode, Pump and Roll/Stationary, Basic, PUC	1
279 0515829	Pump Shift, Sure-Shift	1
280 0515833	Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
281 0515835	Auxiliary Cooling System, PUC	1
282 0014486	Not Required, Transfer Valve, Stage Pump	1
283 0777650	Valve, Relief Intake, Akron	1
	Pressure Setting - 125 psig	
	Intake Relief Valve Control - Behind Right Side Pump Panel	
284 0515838	Controller, Pressure, Pierce, PUC	1
285 0072153	Primer, Trident, Air Prime, Air Operated	1
286 0780359	Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
287 0602496	Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
288 0795135	Plumbing, Stainless Steel, w/Foam System	1
289 0517852	Inlets, 6.00" - 1500 GPM, Pierce PUC Pump	1
290 0004646	Cap, Main Pump Inlet, Long Handle, NST, VLH	1
291 0084610	Valves, Akron 8000 series- All	1
292 0004660	Inlet, Left Side, 2.50"	1
293 0029147	Not Required, Inlet, Right Side	1
294 0520002	Valve, Inlet(s) Recessed, Side Cntrl, PUC	1
	Qty, Inlets - 1	
295 0521137	Anode, Zinc, Pair, Pump Inlets, PUC	1
296 0004700	Control, Inlet, at Valve	1
297 0092569	No Rear Inlet (Large Dia) Requested	1
298 0092696	Not Required, Cap, Rear Inlet	1
299 0064116	No Rear Inlet Actuation Required	1
300 0009648	No Rear Intake Relief Valve Required on Rear Inlet	1
301 0092568	No Rear Auxiliary Inlet Requested	1
302 0563738	Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
303 0520277	Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
304 0595508	Outlet, Tank Fill, 1.50", PUC	1
305 0516755	Outlet, Left Side, 2.50" (2), PUC	1
306 0766761	Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1
	Qty, Discharges - 01	
307 0766992	Outlet, Right Side, 4" w/4" Valve, Akron 9335 Elec Controller, PUC	1
308 0649939	Outlet, Front, 1.50" w/2" Plumbing	1
	Fitting, Outlet - 1.50" NST with 90 degree swivel	
	Drain, Front Outlet - Automatic	
	Location, Front, Single - in center bumper tray	
309 0092575	Not Required, Outlet, Rear	1
310 0537394	Not Required, Outlet, Rear, Additional, PUC	1
311 0516835	Outlet, Front of Hose Bed, 2.50", w/2.50" Valve, 3" Piping, PUC	1
	Qty, Discharges - 01	
	location - HB 3(RIGHT)	
312 0752097	Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
313 0563739	Valve, 0.75" Bleeder, Discharges, Swing Handle	1
314 0055095	Not Required, Elbow, Left Side Outlets, 2.50"	1

315 0021134	Not Required, Elbow, Right Side Outlets	1
316 0045099	Not Required, Elbow, Rear Outlets	1
317 0537395	Not Required, Elbow, Rear Outlets, Additional	1
318 0527969	Cap, Large Dia Outlet, 4.00", IPO Elbow	1
319 0766941	Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
320 0516280	Outlet, 3.00" Deluge w/2.50" Valve, w/TFT Extend-a-Gun XG18, PUC	1
321 0543541	Monitor, Akron 3423, With (2) 2.5" Inlet Ground Base	1
	Monitor Finish - Painted	
322 0501504	Nozzle, Akron 2499, Quad Tips, 3488 and 5160 Manual Fog	1
323 0005070	Deluge Mount, NPT	1
324 0750982	Crosslay Module, Full Width, Roll Up Doors, PUC	1
325 0747660	Lights, Crosslay Compt, Forward LED, 2Lts	1
326 0750897	Doors, Crosslay, Roll-up Amdor, Each End, Full Height, PUC	1
	Color, Roll-up Door - AMDOR Painted to Match Lower Body	
	Latch, Roll-up Door - Non-Locking Liftbar	
	Door Guard - Drip Pan Not Required	
327 0750916	Crosslays, (2) 1.50", W/Poly Trays, PUC	1
	Crosslay/Deadlay/Speedlay Capacity 1 - both to be 1.75 triple stack x 150 ft.	
328 0750900	Crosslay, (1) 2.50", W/Poly Trays, PUC	1
	Crosslay/Deadlay/Speedlay Capacity 1 - UPPER REAR-150ft x 2.5 dj	
329 0749401	Mounting, Backboard, Upper Crosslay Module, Strap, PUC	2
	Size, Backboard - 2.5 x 16 x 72	
	Qty - 2	
330 0661221	Tray(s), Poly, Special Size, IPOS	3
	Location - all three trays	
	Qty, - 03	
	Size - as large as possible reference job 32218	
331 0688927	Reel, Booster, Aluminum - Over Pump, Left Side	1
332 0011060	Switch, Reel Rewind - One at Pump Panel	1
333 0010925	Hose, Booster - 200' of 1.00"/800 PSI(100'+50'+50')	1
334 0005244	Capacity, Hose Reel 200' of 1"	1
335 0007428	Nozzle for Booster Reel Not Req'd	1
336 0622237	Roller Assembly, Additional	1
	Location - on the PS Hatch Door, Outboard	
	Qty, - 1	
337 0035326	Switch, Additional, Hose Reel	1
	Location - at the front edge of the RS3 door opening,	
	Qty, - 1	
338 0674017	Foam Sys, Husky 12, Dual Agent, PUC, Multi Select Feature	1
	Discharge, Foam Locations - Crosslay Lower Rear, Crosslay Lower Front,	
339 0012126	Not Required, CAF Compressor	1
340 0552484	Refill, Foam Tank, Dual Tank, Husky 12	1
341 0031896	Demonstration, Foam System, Dealer Provided	1
342 0567745	Foam Cell, 25 Gallon, Not Reduce, PUC	1
	Type of Foam - Class "A"	
	Foam, Brand Name - Phoschek	
343 0505016	Drain, 1.00", Foam Tank #1, Husky 12 Foam System	1
344 0537369	Foam Cell #2, 30 Gallon, Not Reduce, PUC	1
	Type of Foam - Class "B"	
	Foam, Brand Name - T-Storm 1x3	
345 0505017	Drain, 1.00", Foam Tank #2, Husky 12 Foam System	1
346 0515692	Pump Operators Panel, 31", Control Zone, PUC	1
347 0734686	Tag(s), Special Color(s)/Special Wording, Plumbing, Features	6
	Color, Discharge Tag - #1 DS 2.5" = White; PS LDH = Yellow; Front Outlet =	
	Qty, - 06	
	Wording, Discharge - standard	
348 0032479	Pump Panel Configuration, Control Zone	1
349 0562413	Material, Pump Panels, Operators Brackets Stainless, Sides Black Line-X, PUC	1
350 0516978	Pump and Plumbing Access, Simple T96 Service, PUC	1

351 0520016		Not Required, Pumphouse Structure, PUC	1
352 0618458		Light, Pump Compt, WIn 3SC0CDCR LED White, PUC	1
		Qty, - 01	
353 0516983		Gauges, Engine, Included With Pierce Pressure Controller, PUC	1
354 0005601		Throttle, Engine, Incl'd w/Press Controller	1
355 0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
356 0549333		Indicators, Engine, Included with Pressure Controller	1
357 0069390		Control, Air Horn At Pump Panel w/Red Button	1
358 0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
359 0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
360 0756688		Gauge, Water Level, Pierce, In pressure Controller, w/Mini Slave, PUC, Lt Driver	1
		Activation, Water Level G - pg) pump in gear	
361 0693788		Water Level Gauge, WIn 50*02Z*R LED w/Flange, Gr-BI-Amb-Rd	2
		Location - high and to the rear of the crew cab doors Match job 32218	
		Qty, - 02	
		Activation, Water Level G - pb) parking brake is applied	
362 0517014		Gauges, (2) Foam Level, Pierce, PUC, PP and Mini in Cab	1
		Activation, Foam Level Gauge - pump in gear	
363 0671278		Light, Pump Operator & Panel, Side Ctrl, PUC, WIn 01-066D068-01 Cab & LED OH	1
364 0606697		Air Horns, (2) Grover, In Bumper	1
365 0606834		Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
366 0014021		Control, Air Horn, Horn Ring, DS Foot Sw, PS Push Button	1
367 0525667		Siren, WIn 295SLSA1, 100 or 200 Watt	1
368 0510206		Location, Elec Siren, Recessed Overhead In Console	1
		Location, Elec Siren - Overhead, Above Eng Tunnel DS	
369 0076156		Control, Elec Siren, Head Only	1
370 0601306		Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
		Connection, Speaker - siren head	
371 0601555		Location, Speaker, Frt Bumper, Recessed, Left Side, Outside Frame,Outbrd (Pos 7)	1
372 0016080		Siren, Federal Q2B	1
373 0006095		Siren, Mechanical, Mounted Above Deckplate	1
		Location, Siren, Mech - a) Left	
374 0026170		Control, Mech Siren, DS Foot Sw, PS Push Button	1
375 0740392		Sw, Siren Brake, Momentary Red, RS Overhead Sw Pnl	1
376 0740834		Sw, Siren Brake, Momentary Red, LS Overhead Sw Pnl	1
377 0606775		Lightbar, WIn, Freedom IV-Q, 72", RRWRRR____RRRWRR	1
		Filter, Whl Freedom Ltbrs - No Filters	
378 0016380		No Additional Lights Req'd, Side Zone Upper	1
379 0730250		Lights, Front Zone, WIn C6L** SurfaceMax LED, In Common Bezel	1
		Color, Lens, LED's - Clear	
		Color, Lt DS Front - Left Red	
		Color, Lt PS Front - Right Red	
		Color, Q Bezel and Trim - Black	
380 0746836	SP	Lights, Side Zone Lower, WIn C6L** SurfaceMax LED, Blk Trim, 2pr	1
		Location, Lights Front Side - b)each side bumper	
		Color,WhlIn Sup600 LED,BCK - Red with Clear Lenses	
		Color,WhlIn Sup600 LED,FRT - Red with Clear Lens	
		Location, Lights Rear Side - Over Rear Wheels	
381 0680983		Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 LED Strip Light Ovr W	1
382 0776274		Lights, Side, WIn C9L** LED 1st	2
		Location, Lights - upper forward side of hatchbox each side	
		Qty, - 02	
		Color, Lights, Warning - Red Flashing	
		Color, Lens, LED's - Clear	
383 0728946	SP	Lights, Side, WIn C6L** LED, Trim, 1st	2
		Location, Lights - low to the rear of the crew cab doors each side	
		Qty, - 02	
		Color, Lights, Warning - Red Flashing	
		Color, Lens, LED's - Clear	

		Color, Trim - Black Trim	
384 0773305		Lights, Rear Zone Lower, WIn C6L** LED	1
		Color, Lens, LED's - Clear	
		Color, Lt DS Rear - r) DS Rear Lt Red	
		Color, Lt PS Rear - r) PS Rear Lt Red	
385 0730266		Lights, Rear/Side Up Zone, WIn C9L** LED 4lts	1
		Color, Lens, LED's - c)clear	
		Color, Lt, Side Rear Upper DS - Side Rear Upper red	
		Color, Lt, Side Rear Upper PS - Side Rear Upper red	
		Color, Lt, Rear Upper DS - DS Rear Upper red	
		Color, Lt, Rear Upper PS - PS Upper Rear red	
		Color, Trim - Black Trim	
386 0006551		Not Required, Lights, Rear Upper Zone Blocking	1
387 0590000		No Hose Bed Warn Light Brackets Req'd, Lights Mtd on Hatch/Body Compts, PUC	1
388 0791528		Light, Traffic Directing, WIn TAL65, 36.00" Long, TACTL5	1
		Activation, Traffic Dir L - Aux Flash with Emergency Master	
389 0551728		Location, Traf Dir Lt, Recessed with S/S Trim	1
390 0529654		Location, Traf Dir Lt Controller, Heavy Duty Swivel Bracket Centered	1
391 0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	2
		Qty, - 02	
		Location 1 - LS 1 upper left wall, RS 1 upper right hand wall	
		AC Power Source - Shoreline	
		Cover, Receptacle - Interior SS Wall Plate(s)	
392 0519934		Not Required, Brand, Hydraulic Tool System	1
393 0649753		Not Required, PTO Driven Hydraulic Tool System	1
394 0007150		Bag of Nuts and Bolts	1
		Qty, Bag Nuts and Bolts - 1	
395 0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
396 0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
397 0027023		No Strainer Required	1
398 0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
399 0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
400 0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
401 0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
402 0559690		Paint, Two Tone, Cab and Body, w/shield, Custom Cab	1
		Paint, Color - #90	
		Paint Color, Upper Area - #101	
403 0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
		Paint Color, Frame Assembly, Predefined - Standard Black	
404 0693798		Paint, Front Wheels	1
		Paint, Wheels - Black #101	
405 0693793		Paint, Rear Wheels, Single Axle	1
		Paint, Wheels - Black #101	
406 0733739		Paint, Axle Hubs	1
		Paint, Axle Hub - Black #101	
407 0664403	SP	Paint Break, Through PUC Crosslay Roll-Up Doors	1
408 0788880	SP	Coating, Safe-Stride, Black, Tailboard	1
409 0007230		Compartment, Painted, Spatter Gray	1
410 0556647		Reflective Band, 1"- 1"- 6"- 1"- 1", (10")	1
		Color, Reflect Band - A - e) black	
		Color, Reflect Band - B - t) gold	
		Color, Reflect Band - C - za) black	
		Color, Reflect Band - D - gold	
		Color, Reflect Band - E - black	
411 0007356		Reflective across Cab Face	1
412 0593732		Stripe, Chevron, Rear, Diamond Grade, Pumper, PUC	1
		Color, Rear Chevron DG - fluorescent yellow green	
413 0022087		"Z" Ribbon, w/Shade in Reflective Stripe Pair	1
		Qty, - 1	

414 0668703		Stripe, Reflective, Cab and Crew Cab Doors Interior, Match Exterior of Apparatus	1
415 0680371		Stripe, Gold Leaf, Two-Tone Paint Break with Shield, IPO Chrome Molding	1
416 0027372		Lettering Specifications, (GOLD STAR Process)	1
417 0686432		Lettering, Gold Leaf, 3.00", Each	12
		Qty, Lettering - 12	
		Outline, Lettering - Outline and Shade	
418 0686002		Lettering, Reflective, 8.00", Each	2
		Qty, Lettering - 02	
		Outline, Lettering - Outline and Shade	
419 0685981		Lettering, Reflective, 14.00", Each	4
		Qty, Lettering - 04	
		Outline, Lettering - Outline and Shade	
420 0685993		Lettering, Reflective, 10.00", Each	2
		Qty, Lettering - 02	
		Outline, Lettering - Outline and Shade	
421 0686225		Lettering, Gold Leaf, 6.00", (21-40)	1
		Outline, Lettering - Outline and Shade	
422 0686256		Lettering, Gold Leaf, 4.00", Each	6
		Qty, Lettering - 06	
		Outline, Lettering - Outline and Shade	
423 0522815		Emblem, American Flag, Waving, Gerber Vision, Pair	1
		Location, Emblem - upper crew cab windows each side	
424 0626242	SP	Emblem, Dept. Scroll Lettering, Gold Leaf, 22" Wide, PAIR	2
		Qty, - 02	
		Location, Emblem - Driver and officer door	
425 0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
		Qty, - 01	
426 0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
		Qty, - 01	
427 0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
428 0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
429 0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
430 0684952		Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202	1
431 0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
432 0733309		Warranty, Axle, 5 Year, Meritor, General Service, WA0384	1
433 0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
434 0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
435 0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
436 0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
437 0695416		Warranty, Pierce Camera System, WA0188	1
438 0647720		Warranty, Pierce LED Strip Lights, WA0203	1
439 0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
440 0685945		Warranty, Transmission Cooler, WA0216	1
441 0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
442 0596025		Warranty, Structure, 10 Year, Body, WA0009	1
443 0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
444 0516693		Warranty, Pump, Pierce, PUC, 6 Year Parts, 1 Year Labor, WA0039	1
445 0648675		Warranty, 10 Year S/S Pumping, WA0035	1
446 0657846		Warranty, Foam System, Husky 12, WA0231	1
447 0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
448 0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
449 0683627		Certification, Vehicle Stability, CD0156	1
450 0736243		Certification, Engine Installation, Enforcer, Cummins X12, 2021	1
451 0686786		Certification, Power Steering, CD0098	1
452 0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
453 0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
454 0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
455 0556828		Certification, Electric Window, Not Available	1
456 0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1

457 0735949	Certification, Cab HVAC System Performance, SFR/Enf,	1
458 0545073	Amp Draw Report, NFPA Current Edition	1
459 0002758	Amp Draw, NFPA/ULC Radio Allowance	1
460 0799248	Appleton/Florida BTO	1
461 0000048	PUMPER/TANKER, 3rd Gen	1
462 0000012	PIERCE CHASSIS	1
463 0004713	ENGINE, OTHER	1
464 0046396	EVS 4000 Series TRANSMISSION	1
465 0520324	PIERCE PUMP, PUC	1
466 0020009	POLY TANK	1
467 0028048	FOAM SYSTEM	1
468 0020006	SIDE CONTROL	1
469 0020007	AKRON VALVES	1
470 0020015	ABS SYSTEM	1
471 0658751	PUMPER BASE	1

RESOLUTION 2021-03-15-03

Authorizing an Agreement for Foundation Repairs at the Fire Prevention Building and Adjusting the Facilities Improvement & Maintenance Plan Budget

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to enter into an agreement for foundation repairs at the Fire Prevention Building.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the Mayor, on behalf of the City of Pelham, to enter into an agreement for a public works project with the AFS Foundation and Waterproofing Specialists in an amount not to exceed \$18,998.00 to install floor stabilization supports and perform foundation repairs at the Fire Prevention Building as specified per the Agreement. Said Agreement shall become a permanent part of this Resolution.

BE IT FURTHER RESOLVED the Facilities Improvement & Maintenance Plan (FIMP) budget shall be adjusted accordingly.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-03-15-03 be given vote, and said resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 15th day of March 2021.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 15th day of March 2021 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 15th day of March 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



MEMORANDUM

To: Andre' Bittas

From: Chris Cousins *CC*

Date: March 7, 2021

Subject: Floor Stabilization – Fire Prevention Building

Attached is a quote received from AFS Foundation and Waterproofing Specialists to install floor stabilization supports under the Fire Prevention Building. This building has a pier foundation that has settled significantly since the building was relocated to its current location a number of years ago. If this situation is not stabilized, our concern is that the rear of the building will eventually have a foundation/flooring failure.

This work will involve installing foundation and floor supports at the rear of the building. The primary goal of this work is to prevent additional settlement. AFS will attempt to relevel the rear of the building, but that may not be possible without causing significant damage to the building.

Although the Fire Prevention Building was included in the FIMP program, this specific project was not identified. This project and its associated cost will need to be added to the FIMP program.

Please consider a resolution for Council consideration that: (1) Adds the floor stabilization of the Fire Prevention Building to the FIMP program. (2) Adjusts the FIMP budget by \$18,998.00 and (3) Authorizes the Mayor to proceed with the project.



PUBLIC WORKS CONTRACT

CITY OF PELHAM and AFS Foundation and Waterproofing Specialists

THIS AGREEMENT, entered into as of this _____ day of _____ between the CITY OF PELHAM (herein called the CITY) and **AFS Foundation and Waterproofing Specialists** (herein called the CONTRACTOR). Agreement concerns stabilizing floors at 663 Stuart Lane (Fire Prevention Building) as described in the attached price quote (herein called the PROJECT).

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONTRACTOR to render technical, professional and construction services, hereinafter described in connection with the PROJECT as requested by the CITY officials.

NOW, THEREFORE, the CITY and the CONTRACTOR do mutually agree as follows:

Section 1. CONTRACTOR

The CITY agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the operations and maintenance services hereinafter set forth, within this agreement and the accompanying plans for the CITY, in a proper manner as determined by the CITY. CONTRACTOR must supply to the CITY the documents listed below and any others as required by the State of Alabama Bid Law prior to commencing work:

- A) Certificate of Insurance (with unconditional cancellation clause)
- B) Section 84 Business License, Applicable City Business License and all other licenses required by law to complete this project
- C) The CONTRACTOR shall comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the CITY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, and amendments thereto adopted from time to time during the performance of this Contract, and shall document CONTRACTOR'S compliance with said law and submit to the CITY or at the direction of CITY any and all affidavits and proof as are from time to time required by law or required by CITY.

The CONTRACTOR, by the execution of this Contract, certifies and confirms that it is, at the time of the signing of this document, in full compliance with the aforesaid Beason-Hammon Alabama Taxpayer and Citizen Protection Act, and further agrees that upon request from the CITY it will execute and file and take such action as is deemed by the CITY to be necessary to verify the CONTRACTOR's continuing compliance therewith.

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Section 2. Scope of Services

The CONTRACTOR shall provide all construction services, work and labor, and other professional and technical services to complete the PROJECT herein described, which shall include, but not necessarily be limited to, the activities, plans, and specifications described in the construction drawings, specifications, bid and related documents.

Section 3. Time of Performance

The CONTRACTOR shall begin work on the PROJECT upon the execution of this Contract and will continue, uninterrupted, for a period of time not to exceed 60 calendar days beginning after receiving Notice to Proceed from the CITY. Said work to be completed in a good and workmanlike manner by the CONTRACTOR within the period of time specified.

Section 4. General Provisions

(a) *Personnel.* The CONTRACTOR warrants that it has the expertise, professional personnel, and adequate work force capable of performing this Contract, as called for herein, in a satisfactory and proper manner, in accord with highest industry standards, or will secure the services of such personnel as may be required to perform such services, construct said PROJECT, and perform its obligations pursuant to this Contract.

(b) *Office Space.* The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the CITY.

(c) *Subcontracts.* None of the work or services covered by this contract shall be subcontracted without the prior approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

(d) *Access to Materials.* The CITY agrees to make available to the CONTRACTOR any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the PROJECT, at no expense to the CONTRACTOR.

(e) *Communications.* The representatives of the CITY and the CONTRACTOR to whom communications regarding the PROJECT which is the subject of this contract should be directed as follows:

- (1) CITY: City of Pelham
Andre' Bittas, Director
Development Services and Public Works
3111 Cummins Street
Pelham, AL 35124
abittas@pelhamalabama.gov
- (2) CONTRACTOR: AFS Foundation and Waterproofing Specialists
Jon Baugh
Jon.baugh@afsrepair.com
877-340-8479

f) The CONTRACTOR shall perform the work and complete the PROJECT in accord with all laws of the State of Alabama, all laws of the United States of America, relevant municipal laws, and to the satisfaction of the CITY. Work will be performed by the CONTRACTOR under the direct supervision of the City Engineer of the CITY, who will have sole authority of deciding if work conditions, such as weather, temperature, roadway conditions, and other details of construction are complied with by the CONTRACTOR. At the discretion of the City Engineer, work may be stopped or delayed at any time until conditions are appropriate, in the opinion of the City Engineer, in order that optimum results and work quality may be obtained from the PROJECT in the best interest of the CITY. The decision of the City Engineer upon any questions connected with the performance of this Contract or any failure or delay in the prosecution of the work by the CONTRACTOR shall be final and conclusive.

g) Attachment A is hereby incorporated as part of this contract.

Section 5. Compensation and Method of Payment

(a) For services satisfactorily rendered under this Contract and approved by CITY, the CITY agrees to pay the CONTRACTOR for fulfillment of the terms and conditions of this Contract in the amount of Eighteen Thousand Nine Hundred Ninety Eight dollars and no cents (\$18,998.00) as specified in the attached quotation. Such payment shall, if due, be made monthly at the end of each calendar month, but in no case later than forty-five (45) days after the acceptance by CITY that the estimate and terms of the contract providing for partial payment have been fulfilled. In preparing estimates, the material delivered on the site, materials suitably store, and insured off-site, and preparatory work done may be taken into consideration by CITY. If the amount due by CITY is not in dispute and the amount payable is not paid within the forty-five (45) day period, the CONTRACTOR shall be entitled to interest from CITY at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama 1975, on the unpaid balance due. Interest payments shall not be due on payments made after the forty-five (45) day period because of administrative or processing delays at the close of the fiscal year. In making the partial payments, there shall be retained not more than five percent (5%) of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and after fifty percent (50%) completion has been accomplished and approved by CITY, no further retainage shall be withheld. The retainage as set out herein shall be held until final completion and acceptance of all work covered by the contract. Retainage shall be held until all work has been completed to CITY's satisfaction. CITY, upon completion and acceptance by CITY of the work, shall give notice of

completion of PROJECT by advertising in the Shelby County Reporter. The advertisement must run one week. After receiving the affidavit from the newspaper publisher and a copy of the notice published and acceptance by the CITY, final settlement will be made as the same is due.

(b) PROVISIONS OUTLINING THE SOURCE OF SUFFICIENT FUNDS TO BE UTILIZED BY CITY TO FULFILL CITY'S OBLIGATIONS UNDER THIS CONTRACT (indicate which applies by entering an appropriate mark opposite the following):

 X The funds to be utilized by CITY to fulfill its obligation under this contract are funds which are held by CITY at the time of the execution of this contract or will become available at a date following the execution of the contract.

 The source of funds to be utilized by CITY in fulfilling its obligation under this contract is a grant, award, or direct reimbursement from the State, federal government, or other source which will not become available until after the execution of this contract, and the provision of this contract requiring prompt payment shall not apply until CITY is in receipt of the funds as provided in the contract. Upon receipt of such funds, the forty-five (45) day requirement specified in this contract shall commence and shall be enforceable as provided herein.

Section 6. Terms and Conditions

(a) *Termination of Contract for Cause/Breach of Contract.* If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or other materials prepared by the CONTRACTOR under this Contract or during the construction performance, shall, at the option of the CITY, become its property.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

(b) *Termination for Convenience of the CITY.* The CITY may terminate this Contract at any time, with or without just cause, by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials, as described in the above clause, shall, at the option of the CITY, become its property. If the Contract is terminated by the CITY as provided in this subparagraph (b), the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on said PROJECT.

(c) *Changes.* The CITY may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONTRACTOR's compensation, which is mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written

amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written amendment to this document.

(d) *Assignability.* The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the CITY provided, however, that claims for money by the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the CITY.

This Contract shall be binding upon and inure to the benefit of any successor to the CITY and such successor shall be deemed substituted for the CITY under the terms of this Contract. As used in this Contract, the term "successor" shall include any person, firm, employer, or other business entity which at any time, whether by merger, purchase, or otherwise, which assumes or is assigned responsibility of the CITY for the covered PROJECT. This Contract shall also be binding upon and inure to the benefit of the CONTRACTOR, his successors, executors, and administrators.

(e) *Reports and Information.* The CONTRACTOR, at such times and in such forms as the CITY may require, shall furnish to the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

(f) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONTRACTOR under this Contract are confidential, and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

(g) *Waiver of Trial by Jury.* The parties to this Contract desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. Therefore, it is mutually agreed by and between the parties hereto, and for their successors and assigns, that they shall and hereby waive trial by jury of any claim, counterclaim, or third-party claim, including any and all claims of injury or damages, brought by either party against the other arising out of or in any way connected with this Contract and the relationship which arises herefrom. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, is desired by both parties, and is in the best interest of both parties.

(h) *Compliance with Local Laws.* The CONTRACTOR shall, throughout the performance of this Contract, comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the CITY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammon Alabama Taxpayer

and Citizen Protection Act, commonly referred to as the Immigration Act, as amended from time to time during the performance of this Contract, and shall document CONTRACTOR's compliance with said law and submit to the CITY or at the direction of CITY any and all affidavits and proof as are from time to time required by law or required by CITY .

(i) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the CITY may deem necessary, the CONTRACTOR shall make available to the CITY for examination all of its records with

respect to matters covered by this Contract and will permit the CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The CONTRACTOR shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of six (6) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the CITY.

(j) *Interest of Members of the CITY and Other Local Public Officials.* No officer, member, or employee of the CITY and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

(k) *Interest of the CONTRACTOR.* The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

Section 7. Additional Services of CONTRACTOR

If authorized in writing by the CITY the CONTRACTOR shall furnish additional services which are not considered an integral part of the Scope of Services herein. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the CITY and the CONTRACTOR, and written authorization from the CITY to proceed, the CONTRACTOR will provide the additional service.

Section 8. Tax Responsibilities of CONTRACTOR

The parties to this Agreement agree that the CONTRACTOR is an independent firm or person and that the relationship created by this agreement is that of an independent CONTRACTOR. Further, the parties agree that the CONTRACTOR is not an employee of The CITY, and will not be treated as such for federal income tax purposes. In this regard the CONTRACTOR acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including but not limited to the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax and applicable state and local income taxes.

Section 9. Non-Exclusive Contract

The CONTRACTOR shall devote its time, attention, and energies to the fulfillment of this Contract. If, after satisfying its responsibilities to the CITY, the CONTRACTOR desires to render similar services to any other persons, or on behalf of any other firms, associations, or

corporations, then the CONTRACTOR may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONTRACTOR interferes, in the opinion of the CITY, with the quality of services rendered to the CITY, then the CITY shall have the option of either requesting the CONTRACTOR to cease performing such additional services or canceling this Contract.

Section 10. Independent CONTRACTOR Relationship

In the performance of the work, duties and obligations evolving under this Agreement, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent CONTRACTOR providing The CITY with services as a contractor and/or independent contractor. Amounts paid to the CONTRACTOR by The CITY as compensation for providing said services are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be fees for services to an independent CONTRACTOR and shall not be subject to any withholding. It is expressly understood that The CITY is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. CONTRACTOR is not considered to be an agent or employee of The CITY for any purpose and the CONTRACTOR will not be eligible to participate in any benefits The CITY provides for its own employees. It is further understood and agreed that The CITY does not agree to use CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, CONTRACTOR is free to contract for similar services to be performed for others during the term of this Agreement.

Section 11. Indemnification and Liability

The CITY shall not be liable to or for any injury to the person or property of any person, firm or corporation, and Contractor assumes full and complete responsibility therefore. Contractor shall remain insured under terms of a public liability insurance policy as described in the "Certificate of Insurance" attached hereto as Attachment "A" during the entire term of this contract and the performance of all work herein provided for. Contractor shall further indemnify CITY and hold CITY safe and harmless from any and all liability, lawsuits, judgments, attorney fees and other costs incurred by CITY in defending any claim or lawsuit made against CITY by any person, firm or corporation arising directly or indirectly out of any work performed by Contractor pursuant hereto or any breach or alleged breach of duty or responsibility of Contractor related thereto.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

ATTEST:

CITY OF PELHAM

Date

By:

Date

ATTEST:

Date

By:

Date

ATTACHMENT "A"

- 1) Prior to the start of Work, provide insurance certificate indicating insurance coverage acceptable to City of Pelham. Please request the additional insured to read: City of Pelham, its officers, agents, and employees, successors or assigns.
- 2) The contractor, person, firm, or corporation undertaking or contracting to undertake the herein described public works project agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under subsection (f) of Section 39-2-2, Code of Alabama(1975), as amended. In the event the contractor breaches the agreement to use domestic products, and domestic products are not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.
- 3) Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplies by City of Pelham and return the same to City of Pelham. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as City of Pelham may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to the paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of City of Pelham and shall comply with the Immigration Reform and Control Act of 186, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by City of Pelham. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City of Pelham from any and all losses, consequential damages, expenses included but not limited to, attorney's fees, claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its

obligations contained in this paragraph. Additionally, contractor shall provide County proof that you are in compliance with the immigration law by including a notarized E-Verify Memorandum of Understanding and provide your subcontractors notice of their compliance obligations and obtain from each a notarized Affidavit of Immigration Law Compliance-Subcontractor.

- 4) This work shall not interfere with the normal operations of the facility. Work to be scheduled after hours as necessary.
- 5) Work areas shall be kept in a neat and orderly condition.
- 6) Work must be coordinated with the CITY.
- 7) Construction documents, including the attached Project Plans and Specifications, are included as part of this Contract.
- 8) The CONTRACTOR's attached price quote dated February 8, 2021 is hereby incorporated as a part of this Contract.



FOUNDATION & WATERPROOFING SPECIALISTS

A Bayless Company

Prepared By: Jon Baugh
Cell:
E-mail: jon.baugh@afsrepair.com

AFS Foundation & Waterproofing Specialists
www.afsrepair.com
(877) 340-8479
License # - 10011-111

Prepared On: February 8, 2021

Prepared For:
Wesley Wade

Location:
663 Stuart Ln
Pelham, Alabama 35124

Contact Information:
(205) 789-6302
wwade@pelhamalabama.gov

SUMMARY:

SETTLESTOP

PERMANENTLY STABILIZE FLOOR FRAMING SYSTEM

Product:

SettleStop Floor Support

Supplemental Beam - Wood

Quantity:

23

115

Price:

\$16,698.00

\$2,300.00

PROJECT TOTAL:

\$18,998.00

Total Investment:

\$18,998.00

Total Contract Price:

\$18,998.00

Deposit Required:

\$5,699.40

Amount Due Upon Installation:

\$13,298.60

This proposal will be valid for a period of 30 days, unless withdrawn or extended by AFS in its discretion or executed and accepted by AFS. This proposal, which expressly includes and incorporates the following pages, will become a binding contract only when executed by customer and accepted by AFS.

SIGNATURE:

By signing below, Customer acknowledges and agrees to all terms and conditions contained herein:

Customer Signature:

AFS Representative Signature:

GENERAL ACKNOWLEDGMENT AND AGREEMENT:

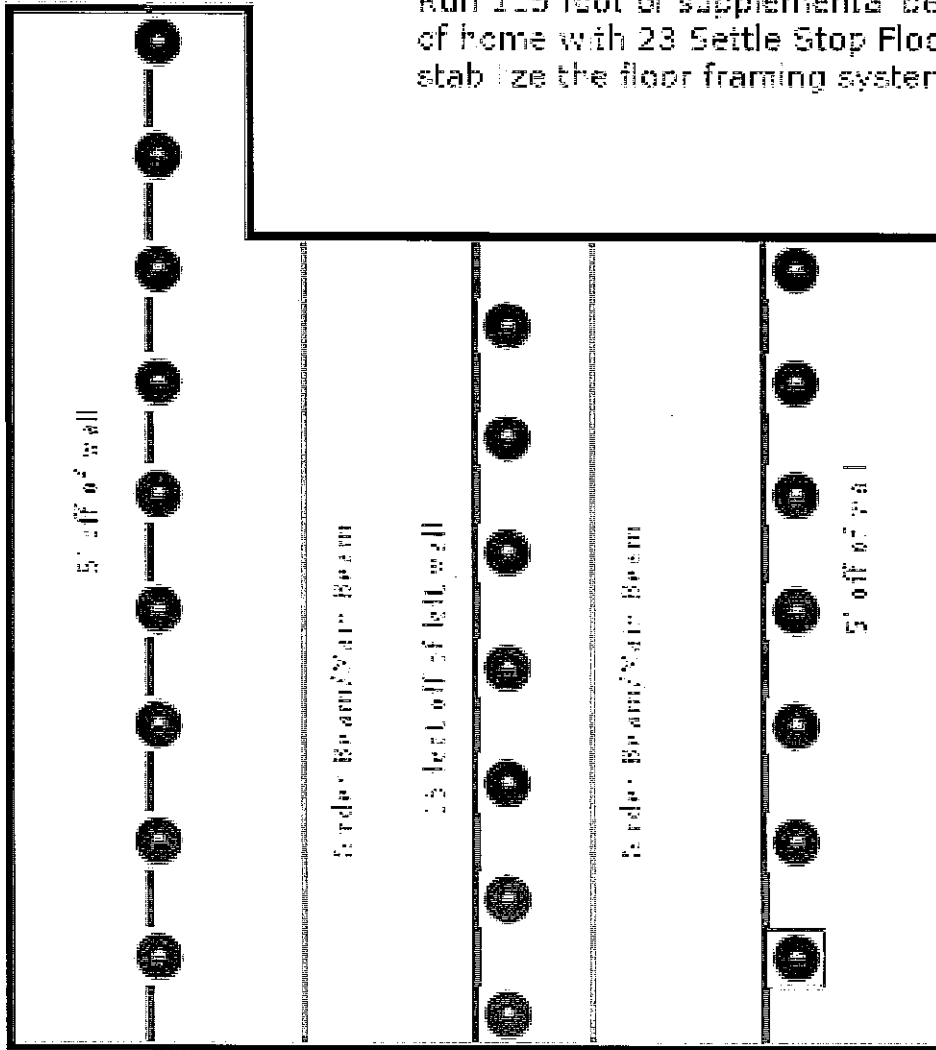
By signing above, the customer hereby acknowledges and agrees as follows:

- (1) This proposal, which includes the foregoing Project Summary, this page, the following pages outlining, describing, and illustrating the job and job details (including any drawing(s) and the Additional Job Details and Obligations), and the attached Warranty, Commitments & Obligations, will form a binding contract upon execution by customer and acceptance by AFS. Customer will pay the above-referenced deposit upon execution of the contract and will pay the final balance when AFS completes the installation. If customer fails to pay the balance in full upon completion of the job as agreed upon, interest will begin accruing at a rate of 1.25% per month (15% per year). Customer will also be responsible for all costs and expenses incurred by AFS, including attorneys' fees, in collecting the amounts due by customer.
- (2) Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the customer's request or approval or as set forth herein. Any drawing(s) attached hereto are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of AFS in connection with your project.
- (3) This work to be performed by AFS is limited to the above-referenced products and services and is subject in all respects to the attached Warranty, Commitments & Obligations. Such products and services were recommended based primarily on the customer's description of the problem. AFS is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in this agreement, and not purchased and paid for by the customer.
- (4) As soon as this proposal is signed, AFS will obtain and/or allocate the necessary products and resources to complete the job. If customer cancels the job prior to installation, the customer will be responsible for a cancellation and restocking fee equal to 15% of the total contract price.
- (5) Except for claims by AFS under Section 1 above (regarding payment of fees due to AFS), all disputes and any other matter arising from or relating to this agreement (which expressly includes the interpretation, administration, and execution of all portions of this contract and all provisions contained herein) and the work performed hereunder shall be brought, heard, and resolved solely and exclusively by binding arbitration administered by the American Arbitration Association. The exclusive venue of such arbitration shall be Birmingham, Alabama. The single arbitrator appointed to resolve such proceedings shall have the discretion and authority to award such remedies as may be available under applicable law and to award the prevailing party costs and fees; *provided*, that each party shall be responsible for its own legal fees.
- (6) This agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same. This Agreement may be signed by facsimile or electronic signature, and any facsimile or electronic signature (including scanned documents in portable document format) shall be deemed an original.
- (7) AFS is expressly authorized to enter and access the property in connection with the installation of the products and performance of services referenced herein.
- (8) Customer will honor, perform, and satisfy the obligations set forth in this contract and pay for products and services provided under this agreement.

By signing above, AFS agrees to provide the products and perform services outlined on Summary page, subject to the Warranty, Commitments & Obligations and the other terms and conditions contained herein.

DRAWING:

Run 115 foot of supplemental beam (in blue) under the joist of home with 23 Settle Stop Floor Supports to permanently stabilize the floor framing system



FRONT

ADDITIONAL JOB DETAILS AND OBLIGATIONS:

WARRANTY, COMMITMENTS & OBLIGATIONS:

At AFS Foundation & Waterproofing Specialists, a corporation ("AFS"), we are honored to have the opportunity to be welcomed and trusted to work on your most valued asset, your home. We do not take this privilege lightly. We are truly appreciative of you and your business.

The purpose of this contract, which includes the above pages and the following Warranty, Commitments & Obligations, is to clearly establish the expectations, rights, and responsibilities of both AFS and you, our valued customer. As you probably know by now, AFS has an extensive production department and dedicated service division. We also have a legendary customer commitment and warranty, which is transferrable by providing written notice to AFS. Our goal is to be completely transparent about who we are and what we will do for you, our valued customer.

1. The AFS Warranty:

During the applicable warranty period set forth below for each specific product, AFS will stand behind and warrant our specific products and services, subject to and in accordance with the following terms and conditions:

- *Floor Supports.* If you purchase and we install SettleStop floor supports ("**Floor Supports**"), AFS provides two separate warranties, as follows:
Product. AFS also warrants that such Floor Supports, under normal use and subject to the performance of regular service maintenance as recommended by AFS, will be free from manufacturer defects in material and workmanship for the LIFETIME of the structure, from the date of installation. Additionally, if the manufacturer of the Floor Supports provides concurrent or additional warranty, you may seek coverage under such manufacturer warranty at your cost, expense, and effort.
Stabilize. AFS warrants that such Floor Supports will stabilize and support the affected area(s) from further settlement where they are installed for a period of TWO YEARS from the date of installation.

2. Project and Warranty Limitations and Qualifications

Notwithstanding anything to the contrary contained herein, Customer, and not AFS, shall be solely and absolutely responsible for or related to the following, and AFS shall have no obligation or liability in connection with: (a) damage or issues caused by Customer or Customer's negligence, misuse, abuse, or alteration; (b) any product or system that is altered in any way; (c) any cosmetic or other damages, issue, or condition that arises during or after the work performed by AFS; (d) electrical plugs and setup (including providing proper dedicated outlets on separate breakers for all pumps and other electrical devices to be used or installed by AFS); (e) providing access to areas where work is to be performed (including moving all items at least 10 feet away from areas where work is to be performed and adequately sealing off living space from work areas); (f) all finish carpentry, painting, paneling, landscaping, and all other work that may be necessary or required after the work is completed; (g) exterior waterproofing; (h) condensation and any related or resulting events or circumstances (damage, mold, health conditions, etc...); (i) mold and any related or resulting events or circumstances (damage, health conditions, etc...); (j) maintaining positive outside drainage and keeping gutters in proper working order; (k) private utilities and lines (sprinkler, electrical, plumbing, discharge lines, or otherwise), any damage or breakage to the foregoing (regardless of the cause), and the repair of the foregoing (regardless of whether damage is caused during or after installation); (l) all landscaping (which includes, but is not limited to grass, sod, shrubs, trees, bushes, flowers, etc...), and any damage arising from or relating to work performed by AFS; (m) internal and exterior damage, issues, or conditions related to or resulting from future settlement, heave, lateral movements, hillside creep, land sliding, slumping of soils, or soil conditions in general; (n) damage, issues, or conditions done or arising during, as a result of, or following lifting or attempted lifting efforts; (o) discoloration or efflorescence on or around concrete, brick, or block; (o) damage (regardless of the cause) to floor coverings, furniture, stored items, walls, or personal property of any type or nature; (p) damage, issues, and conditions incidental to installation (including dust and dirt); or (q) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of the control of AFS.

3. Process and Remedies

In the unlikely event that a customer needs to make a warranty claim, the customer agrees to notify AFS of the applicable circumstance, event, or condition as soon as reasonably possible after learning of the issue. Additionally, all warranty claims must be brought prior to the expiration of the applicable warranty period in order to be valid. If a customer does not pay for a job in full or if customer does not fully and completely honor and satisfy all terms, conditions, and obligations contained in this agreement, all warranties shall be null and void, customer shall have no warranty, and the work performed by AFS shall be as-is and where-is. Additionally, any issues, claims, or complaints relating to any products installed, services performed, or job performed by AFS shall be covered exclusively by the terms of this Warranty and Commitment (and customer shall not have any rights or remedies not expressly set forth in the Warranty and Commitments).

If customer makes a timely and valid warranty claim, AFS will provide all labor and materials to make adjustments or otherwise correct the problem expressly covered by our warranty. AFS shall have no obligations in connection with an invalid warranty claim. Customer acknowledges and agrees that customer's sole and absolute remedy related, directly or indirectly, to the products or services referenced herein shall be as provided above in this Section 3.

4. Exclusions and Limits

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND AGREEMENTS, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. EXCEPT FOR THE DETAILED WARRANTY PROVIDED HEREIN, ALL PRODUCTS AND SERVICES PROVIDED BY AFS PURSUANT TO THE CONTRACT ARE PROVIDED AS-IS AND WHERE-IS. AFS SPECIFICALLY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL AFS BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. AFS SHALL ALSO NOT BE RESPONSIBLE FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECTS, OR ANY OTHER EFFECT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE TOTAL COST, EXPENSES, AND LIABILITY OF AFS UNDER OR RELATING TO THE CONTRACT AND THE WORK CONTEMPLATED HEREIN EXCEED, IN THE AGGREGATE, THE AGGREGATE CONTRACT PRICE SET FORTH HEREIN.

3. Miscellaneous

Law/Disputes. This agreement shall be governed by Alabama law. Except for claims by AFS regarding payment of fees due to AFS, all disputes and any other matter arising from or relating to this agreement (which expressly includes the interpretation, administration, and execution of all portions of this contract and all provisions contained herein) and the work performed hereunder shall be brought, heard, and resolved solely and exclusively by binding arbitration administered by the American Arbitration Association. The exclusive venue of such arbitration shall be Birmingham, Alabama. The single arbitrator appointed to resolve such proceedings shall have the discretion and authority to award such remedies as may be available under applicable law and to award the prevailing party costs and fees; *provided*, that, except as set forth above with respect to AFS recovering its legal fees incurred in connection with collection efforts, each party shall be responsible for its own legal fees.

Waiver. This contract may only be modified or amended by mutual written agreement of both parties. The waiver by any party of a breach or the failure to enforce any provision of this contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement.

Entire Agreement. This contract (which includes all paged hereto) sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, and shall not be modified or affected by any other offer, proposal, statement, or representation, oral or written, in connection with the terms hereof.

RESOLUTION 2021-03-15-04

Authorizing an Agreement to Provide Materials Testing Abatement Design Specification Services and Air Sampling at Pelham City Hall

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to enter into an Agreement to provide materials testing abatement design specification services and air sampling at Pelham City Hall.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the Mayor, on behalf of the city, to enter into an Agreement with Safety Environmental Laboratories & Consulting, Inc. in an amount not to exceed \$3,530.00 to provide materials testing abatement design specification services and air sampling at Pelham City Hall which said Agreement shall be a permanent part of this Resolution.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-03-15-04 be given vote, and said Resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 15th day of March 2021.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 15th day of March 2021 and that such resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 15th day of March 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



MEMORANDUM

To: Andre' Bittas

From: Chris Cousins

Date: March 6, 2021

Subject: SELC Design Assistance and Post Tear Out Testing – City Hall

Attached is the proposal received from Safety Environmental Laboratories and Consulting, Inc to provide the City with asbestos abatement design specifications for the upcoming City Hall interior renovation. Also included in this proposal is a daily rate to provide post tear out asbestos clearance air sampling. Preparation of the design specifications is proposed for a lump sum of \$1930. Post tear out sampling is proposed at a rate of \$400 per day. The number of days required for sampling will vary depending on the demolition contractor's work. For budgetary purpose, a total of 4 days (\$1600) is suggested.

This proposal has been reviewed and is recommended for approval. Please consider this for placement on the council agenda for consideration.



Safety Environmental Laboratories and Consulting, Inc.

P. O. Box 1848
Pelham, AL 35124

Phone: 205-823-6200
Fax: 205-823-9066

Environmental, Health, and Safety Solutions

February 26, 2021

City of Pelham
C/O Mr. Chris Cousins
3111 Cummings Street
Pelham, AL 35124

RE: Proposal for Abatement Design Specification Services for the Renovation of Pelham City Hall, Located at 3162 Pelham Pkwy, Pelham, AL 35124 (SEL Proposal # 2021-010)

Mr. Cousins:

Safety Environmental Laboratories & Consulting, Inc. (SEL) appreciates the opportunity to present this proposal to provide asbestos containing material (ACM) abatement design specification services for the renovation of Pelham City Hall, located at 3162 Pelham Pkwy, Pelham, Alabama. SELC understands that the subject structure is scheduled to be renovated. This specification should be used in conjunction with the asbestos containing materials inspection report found in SELC project #'s 2019-0643 and 2021-0303.

SELC will provide a written specification for removal of previously identified ACM at the subject facility. The document may be used by the client to obtain bids from prospective contractors based on the specification as well as used to conduct the prescribed removal processes in compliance with all state and federal regulations.

SELC will utilize properly licensed and trained project designers on this project. **SELC proposes to provide the above-described services for a not to exceed fee of \$1,930.00.**

In addition to a design specification, SELC was requested to provide pricing for asbestos final clearance air sampling following completion of asbestos remediation efforts and prior to re-occupancy of the structure by non-asbestos related personnel. **SELC proposes a daily rate of \$400 per day.**

PLEASE NOTE: The total cost for final clearance air sampling will be directly dependent on how many containments the contractor elects to construct and subsequently how many containments can be cleared per day. SELC estimates that up to 3 containments can be cleared per day.

The aforementioned prices incorporate up to 10 business days for delivery from the date of proposal acceptance. Completion and return, via fax or email, of the Proposal Acceptance Form will constitute authorization to proceed. Thank you for considering our firm for this matter.

SELC is pleased to have provided you with this proposal. If you have any questions concerning this information, please feel free to contact me at (205) 823-6200 or Brad.Stiles@selcinc.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brad Stiles', with a stylized flourish at the end.

Brad Stiles, CIEC
Director of Operations / Senior Project Manager
Certified Indoor Environmental Consultant #1203015

SAFETY ENVIRONMENTAL LABORATORIES & CONSULTING, INC.
PROPOSAL ACCEPTANCE FORM
PROPOSAL NO. 2021-010

By signing below, the person authorized to execute contracts, acknowledges acceptance of the proposed scope of work and conditions stated in Proposal No. 2021-010 dated February 26, 2021, and agrees to pay the proposed fee.

Client:

Address:

Executed By:

Signature:

Title:

Date:

RESOLUTION 2021-03-15-05

Approving a Change Order for Lift Station "M" Emergency Generator

WHEREAS, the Pelham City Council adopted Resolution 2020-10-05-05 accepting the lowest responsible bid of \$390,000.00 from Nixon's Electric, Inc. for the installation of an emergency generator at Sewer Lift Station "M"; and

WHEREAS, the City of Pelham's engineering consultants, Municipal Consultants Inc., has recommended the approval of Change Order No. 1 associated with delivery delays of said emergency generator.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council the council has determined it serves the public interest to accept and approve the attached Construction Change Order No. 1 as recommended by Municipal Consultants Inc. and referenced below related to the installation of the emergency generator at Lift Station "M" Sewer and to authorize the Mayor to sign, on behalf of the City, the related Agreement with Nixon's Electric, Inc. for said change order. Said Agreement shall become a permanent part of this Resolution.

Change Order Request No. 1

Completion Date Change: March 29, 2021 to May 28, 2021

BE IT FURTHER RESOLVED there are no additional expenses incurred by the city as a result of the approval of Change Order No. 1.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-03-15-05 be given vote, and said resolution passed by majority vote of the Council present, and the President of the Council declared the same passed and adopted.

ADOPTED this 15th day of March 2021.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 15th day of March 2021 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 15th day of March 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



MEMORANDUM

To: Andre' Bittas
Director of Development Services & Public Works

CC: Chris Cousins

From: Andrew Golden *Andrew Golden*

Date: March 4, 2021

Subject: Lift Station "M" Emergency Generator

Attached is a change order signed by Nixon's Electric for a time extension for the contract referenced above. As discussed, this time extension is needed due to a delay in delivery from the generator manufacturer. If the change order is executed, the new end date for the contract would be May 28, 2021 in lieu of the original end date of March 29, 2021. There is no change in the contract amount as a result of this change.

I am requesting that a resolution to execute the attached change order from Nixon's Electric, Inc. be placed on the City Council agenda for the next available meeting at your convenience.

If you have any questions or need additional information, please let me know.

CONTRACT CHANGE ORDER

CHANGE ORDER NO: 1

Date: March 15, 2021

PROJECT: City of Pelham Lift Station "M"
Emergency Generator

LOCATION: Pelham, Alabama

To: Nixon's Electric, Inc.
(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes.

DESCRIPTION:

Amend the Contract Time due to the following reasons:

- 1.) Generator delivery delay due to manufacturer's errors (generator enclosure color)

Extension of time resulting from this Change Order 60 (Insert "none" or No. of days). There will be no amendment to the contract amount as a result of this change order.

This Contract Modification constitutes full and mutual accord and satisfaction for all time and all costs Related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all rights to file any further claims against the Owner, its agents and Engineers for changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract. The Contractor and Owner hereby agree to the terms of this Change Order as contained herein.

RECOMMENDED

Municipal Consultants, Inc.
By: Andrew Golden
Andrew Golden, Project Manager

CONTRACTING PARTIES

Nixon's Electric, Inc.
(Contractor)
By: Anthony T. Nixon
Anthony T. Nixon, President
City of Pelham
(Owner)

By: Gary W. Waters
Gary W. Waters, Mayor

COPY

RESOLUTION 2020-10-05-05

COPY

Accepting Bid for Sewer Lift Station "M" Emergency Generator and Amending
the FY2021 Sewer Department Capital Improvement Budget

WHEREAS, the City of Pelham has requested and received sealed bids for the Sewer Lift Station "M" emergency generator; and

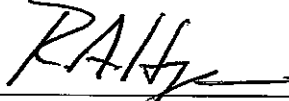
WHEREAS, the City of Pelham's engineering consultants, Municipal Consultants Inc., has recommended approval of the lowest responsible bid of \$390,000.00 from Nixon's Electric, Inc.

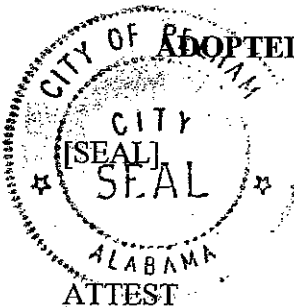
NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to accept the lowest responsible bid of \$390,000.00 from Nixon's Electric, Inc. for the Sewer Lift Station "M" Emergency Generator and to further authorize the Mayor, on behalf of the city, to enter into an agreement with Nixon's Electric, Inc. for said sewer lift station project improvements.

BE IT FURTHER RESOLVED, the FY2021 Sewer Department Capital Improvements Budget is hereby amended and increased in the amount of \$61,000.00 for said capital project.

THEREUPON Mildred Lanier, a councilmember, moved and Maurice Mercer, a councilmember, seconded the motion that Resolution 2020-10-05-05 be given vote, and said resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed.

ADOPTED this 5th day of October 2020.


Rick Hayes, President of the Council



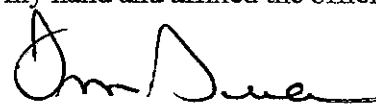
ATTEST



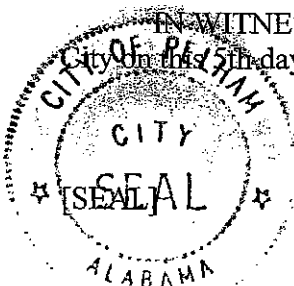
Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 5th day of October 2020 and that such resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Pelham, Alabama, on this 5th day of October 2020.



Tom Seale, MMC, City Clerk/Treasurer



RESOLUTION 2021-03-15-06

Accepting the Lowest Responsible Bid for the Indian Hills Well Control Upgrades Project and to Amend the FY2021 Water Department Budget

WHEREAS, the City of Pelham, through Municipal Consultants, Inc., requested and received bids on February 25, 2021 for the Indian Hills Well Control Upgrades Project in Pelham, Alabama.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to accept the lowest responsive bid of \$190,289.27 from ICS, Inc. for said Indian Hills Well Control Upgrades Project and to authorize the Mayor to sign, on behalf of the City, the related Agreement with ICS, Inc. for said Project. The executed Agreement shall become a permanent part of this Resolution.

BE IT FURTHER RESOLVED to amend the FY2021 Water Department Budget in the additional amount of \$23,041.27 for the Indian Hills Well Control Upgrades Project.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-03-15-06 be given vote, and said Resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 15th day of March 2021.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 15th day of March 2021 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 15th day of March 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



MEMORANDUM

To: Andre' Bittas
Director of Development Services & Public Works

CC: Chris Cousins

From: Andrew Golden *Andrew Golden*

Date: March 4, 2021

Subject: Indian Hills Well Control Upgrades

Attached is the certified bid tab for the bids received on February 25, 2021 for the project referenced above. I am requesting that a resolution to accept the lowest bid of \$190,289.27 by ICS, Inc. and amend the proposed FY21 budget to include an additional \$23,041.27 be placed on the City Council agenda for the next available meeting at your convenience.

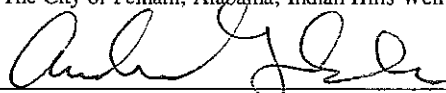
	FY 2021 Expenditures
Design & Bid	\$22,752.00
Construction	\$190,289.27
CE&I	\$10,000.00
Projected Total	\$223,041.27
Proposed FY21 Budget	\$200,000
Budget Amendment (Projected Total Less Proposed FY21 Budget)	\$23,041.27

If you have any questions or need additional information, please let me know.

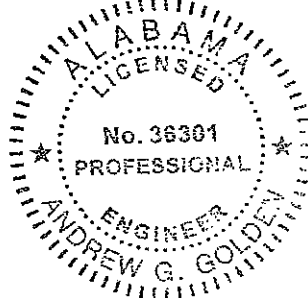
The City of Pelham, AL
Indian Hill Well Control Upgrades
Bid Date / Time: February 25, 2021 at 2:00 p.m.

				ICS, Inc.		Mastin's Inc.	
ITEM	QUANT	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	Lump Sum	Indian Hills Well Control Upgrades	\$177,789.27	\$177,789.27	\$231,700.00	\$231,700.00
2	1	Lump Sum	Allowance for Miscellaneous Repairs	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
3	1	Lump Sum	Start-up Testing, and Use of Well House Electrical Upgrades and Final Cleanup of Project Site	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Total Base Bid					\$190,289.27		\$244,200.00

I certify that these are the correct bids received for The City of Pelham, Alabama, Indian Hills Well Control Upgrades received on February 25, 2021 at 2:00 p.m.



Andrew Golden, P.E. #36301



RESOLUTION 2021-03-15-07

Authorizing an Agreement to Provide Professional Design Services for the Widening and Improvements of Amphitheater Road

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to enter into a Professional Services Agreement to provide design services for the widening and improvements of Amphitheater Road.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the Mayor, on behalf of the city, to enter into a Professional Services Agreement with Gonzalez Strength and Associates in an amount not to exceed \$187,030.00 to provide design services for the widening and improvements of Amphitheater Road. Said Agreement shall be a permanent part of this Resolution.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-03-15-07 be given vote, and said Resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 15th day of March 2021.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 15th day of March 2021 and that such resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 15th day of March 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



MEMORANDUM

To: Andre' Bittas
From: Chris Cousins
Date: March 6, 2021
Subject: Amphitheater Drive Widening

Attached is the proposed professional services contract received from Gonzalez Strength and Associates for design services related to the widening of Amphitheater Drive to three lanes plus a 10 foot multipurpose lane. The proposed 10' multipurpose lane will connect to the multipurpose lanes being constructed on State Park Road and with the City's trail system.

We have reviewed this proposal and recommend it for submission to the City Council. It is preferred for the Council to consider this as soon as is practical so that surveying work can begin before the foliage returns full to the trees.



CITY OF PELHAM
CONTRACT FOR PROFESSIONAL SERVICES
Rev. 5/7/2012

WITNESS THIS AGREEMENT, entered into as of this _____ day of _____, between the CITY OF PELHAM (herein called the CITY) and Gonzalez Strength and Associates (herein called the CONSULTANT). Agreement concerns the design for widening of Amphitheater Drive as described in the attached price proposal (herein called the PROJECT).

WHEREAS, the CITY is currently engaged in the following described PROJECT and desires to contract with the CONSULTANT to render technical and professional services as are hereinafter described in connection with the PROJECT as requested by CITY, which said PROJECT is described as follows:

PROJECT description: Surveying and Design for widening of Amphitheater Drive to include 3 lanes and a 10 foot multipurpose lane

NOW, THEREFORE, in consideration of the above premises and in consideration of the mutual covenants and agreements contained herein, the parties hereto do hereby agree, covenant, and contract as follows:

Section 1. Employment of CONSULTANT

The CITY agrees to and does hereby engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the services hereinafter described for the CITY, in a competent and professional manner consistent with the highest standards normally accepted within the industry and within CONSULTANT'S professional field of expertise.

Section 2. Scope of Services

The CONSULTANT shall provide professional and technical assistance to the CITY to include, but not necessarily be limited to, the services and activities described in the attached proposal from the CONSULTANT to the CITY dated the 2nd day of March, 2021.

Section 3. Time of Performance

Services to be provided by the CONSULTANT shall commence upon execution of this contract and will continue for a period of time not to exceed 180 calendar days from the date of this contract.

Section 4. General Provisions

(a) *Personnel.* The CONSULTANT warrants that it has the professional expertise and personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.

(b) *Office Space.* The CONSULTANT agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the CITY.

(c) *Subcontracts.* None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

(d) *Access to Materials.* The CITY agrees to make available to the CONSULTANT, upon request, any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the PROJECT, at no expense to the CONSULTANT.

(e) *Communications.* The representatives of the CITY and the CONSULTANT to whom communications regarding the PROJECT which is the subject of this contract should be directed are as follows:

(1) CITY: City of Pelham
Andre' V. Bittas
City of Pelham
3111 Cummins Street
Pelham, AL 35124

(2) CONSULTANT: Gonzalez Strength and Associates
James Brown
2176 Parkway Lake Drive
Hoover, AL 35244

Section 5. Compensation and Method of Payment

For services rendered under this Agreement the CITY agrees to pay the CONSULTANT for all CITY approved costs, direct and indirect, attributable to the services rendered as described in Section 2 of this Agreement, including compensation for staff time, travel, postage, copying, supplies, and other items necessary to the fulfillment of the terms and conditions of this Agreement. Such payment shall be due monthly and upon program completion upon presentation of written statements certifying such amounts are due and payable. The total amount to be paid by CITY for services rendered by the CONSULTANT shall not exceed One Hundred Eighty Seventy Thousand Thirty dollars (\$187,030). Any additional fees must be approved by the CITY in writing prior to performance of additional work and shall be in accordance with the attached schedule of standard charges.

Section 6. Terms and Conditions

(a) *Termination of Contract for Cause/Breach of Contract.* If through any cause the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract by giving written notice to the CONSULTANT of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data,

studies, surveys, drawings, maps, models, photographs, and reports, or other materials prepared by the CONSULTANT under this contract shall, at the option of the CITY, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work completed on such documents or materials to the satisfaction of the CITY.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONSULTANT, and the CITY may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONSULTANT is determined.

(b) *Termination for Convenience of the CITY.* The CITY may terminate this contract at any time, with or without just cause, by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the above clause, shall, at the option of the CITY, become its property.

If the Contract is terminated by the CITY as provided herein, the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The CONSULTANT shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this contract incurred by the CONSULTANT during the contract period which is directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the CONSULTANT, the above clause relative to termination shall apply.

(c) *Changes.* The CITY may, from time to time, request changes of the CONSULTANT in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONSULTANT's compensation, which is mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to this contract. The contract can be extended under mutually agreed provisions through a written amendment to this document.

(d) *Assignability.* The CONSULTANT shall not assign any interest on this contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the CITY provided, however, that claims for money by the CONSULTANT from the CITY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the CITY.

This Agreement shall be binding upon and inure to the benefit of any successor to the CITY and such successor shall be deemed substituted for the CITY under the terms of this Agreement. As used in this Agreement, the term "successor" shall include any person, firm, employer, or other business entity which at any time, whether by merger, purchase, or otherwise, which assumes or is assigned responsibility of the CITY for the covered PROJECT. This Agreement shall also be binding upon and inure to the benefit of the CONSULTANT, his heirs, executors, and administrators.

(e) *Reports and Information.* The CONSULTANT, at such times and in such forms as the CITY may require, shall furnish to the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

(f) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONSULTANT under this contract are confidential, and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

(g) *Ownership of Documents.* The CITY shall be provided with a digital copy of the final report and all computer drawings files, and Mylar originals of all major drawings when the project is completed. Copies of sketches, notes, computations, and other data shall be furnished upon request. The CONSULTANT shall be released of any subsequent liabilities resulting from extensions or enlargements of the originals.

(h) *Publication, Reproduction, and Use of Material.* No material produced in whole or in part under this contract shall be subject to copyright by or on behalf of the CONSULTANT in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract.

(i) *Compliance with Local Laws.* The CONSULTANT shall comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the CITY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, any amendments thereto from time to time, and shall document CONSULTANT'S compliance with said law and submit to the CITY or at the direction of CITY any and all affidavits and proof as are from time to time required by law or required by CITY .

(j) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY for examination all of its records with respect to matters covered by this contract and will permit the CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract.

The CONSULTANT shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of six (6) years following completion of the contracted work and expiration of the contract, unless written permission to destroy them is granted by the CITY.

(k) *Interest of Members of the CITY and Other Local Public Officials.* No officer, member, or employee of the CITY, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof. The CONSULTANT shall take appropriate steps to assure compliance.

(l) *Interest of the CONSULTANT.* The CONSULTANT covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The CONSULTANT further covenants that, in the performance of this contract, no person having any such interest shall be employed.

Section 7. Additional Services of CONSULTANT

If authorized in writing by the CITY, the CONSULTANT shall furnish additional services which are not considered as an integral part of the Scope of Services herein. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the CITY and the CONSULTANT, and written authorization from the CITY to proceed, the CONSULTANT will provide the additional service.

Section 8. Tax Responsibilities of CONSULTANT

The parties to this Agreement agree that the CONSULTANT is an independent firm or person and that the relationship created by this Agreement is that of an independent CONSULTANT. Further, the parties agree that the CONSULTANT is not an employee of the CITY and will not be treated as such for federal income tax purposes. In this regard, the CONSULTANT acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including, but not limited to, the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax, and applicable state and local income taxes.

Section 9. Non-Exclusive Contract

The CONSULTANT shall devote his time, attention, and energies to the fulfillment of this Agreement. If, after satisfying his responsibilities to the CITY, the CONSULTANT desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then the CONSULTANT may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONSULTANT interferes, in the opinion of the CITY, with the quality of services rendered to the CITY, then the CITY shall have the option of either requesting the CONSULTANT to cease performing such additional services or canceling this Agreement.

Section 10. Independent CONSULTANT Relationship

In the performance of the work, duties, and obligations evolving under this Agreement, it is mutually understood and agreed that the CONSULTANT is at all times serving as an independent consultant providing the CITY with services as a consultant. Amounts paid to the CONSULTANT by the CITY as compensation for providing said services are for services purchased, and amounts paid to the CONSULTANT shall be deemed to be fees for services to an independent consultant and shall not be subject to any withholding. It is expressly understood that the CITY is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the CONSULTANT. The CONSULTANT is not considered to be an agent or employee of the CITY for any purpose and the CONSULTANT will not be eligible to participate in any benefits the CITY provides for its own employees. It is further understood and agreed that the CITY does not agree to use the CONSULTANT exclusively. It is further understood and agreed that, except as provided herein, the CONSULTANT is free to contract for similar services to be performed for others during the term of this Agreement.

END OF PAGE 5

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the CITY and the CONSULTANT have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

By: _____

Consultant's Representative

ATTEST:

By: _____

ATTEST:



GONZALEZ – STRENGTH & ASSOCIATES, INC.

**CIVIL ENGINEERING • TRAFFIC & TRANSPORTATION ENGINEERING • LAND SURVEYING
LAND PLANNING • LANDSCAPE ARCHITECTURE**

March 2, 2021

Mr. Andre V. Bittas
Director of Development Services & Public Works
City of Pelham
3162 Pelham Parkway
Pelham, AL 35124

Re: Proposal for Services
Survey, Design and Plan Preparation– Amphitheater Road
Pelham, Alabama
Job #19-0067

Dear Mr. Bittas:

Gonzalez-Strength & Associates, Inc. (GSA) appreciates this opportunity to provide Surveying and Engineering services. We have outlined our proposal based on the information provided. It is our understanding the project will consist of survey, design and plan preparation to widen existing Amphitheater Road from two lanes to three lanes with bike lane for an approximate ½ mile section of the existing road from west of the Amphitheater to the intersection with State Park Road. The survey fee will include preparation of deeds and tract sketches for three (3) parcels.

Engineering Services

Design and Plan Preparation

Lump Sum \$ 85,000.00

- a. Title Sheet
- b. Typical Sections
- c. Summary of Quantities
- d. Plan and Profile Sheets
- e. Paving Layout, Signing and Striping
- f. Traffic Control Plan
- g. Erosion Control Plan
- h. Drainage Sections
- i. Cross Sections
- j. Earthwork Summary
- k. Cost estimates

Lighting Design (Skipper Consulting)

Design and Plan Preparation

Lump Sum \$ 49,530.00

- a. Lighting Plan Layout
- b. Single Line Wiring Diagram
- c. Lighting Design Criteria
- d. Demolition Plans
- e. Special Details

Geotechnical Investigation (Terracon)

Retaining Wall and Slope Study

Lump Sum \$ 33,000.00

- a. Borings and Foundation for Retaining Wall
- b. Slope Study analysis for slope steeper than 3:1

Surveying Services

Lump Sum \$ 12,000.00

- a. Topographic survey
- b. Section ties
- c. Locate right-of-way

Deed and Tract Sketches

Lump Sum \$ 7,500.00

- a. Prepare tract sketches and deeds for ROW for 3 tracts

TOTAL LUMP SUM FEE \$187,030.00

Unforeseen Conditions and Occurrences

If during the performance of our services, any unforeseen conditions or occurrences are encountered which, in our sole judgment significantly affect or may affect the services or the recommended scope of services, we will notify the Client thereof, to modify the Scope of Services.

For ALTA/ACSM Asbuilt or Topographic Surveys, the above price includes addressing one round of Attorney comments and one version of the Title Policy. Additional comments or versions of the Title Policy shall be charged as "Additional Services" in accordance with the rate schedule attached.

Exclusions

Engineering, Land Planning and Surveying fees do not include the following EXCEPT as specified in the previous sections:

Building permit fees, filing fees, inspection fees, plan review fees, submittal fees, legal advertisements, tap fees, hard-scape design, irrigation plan, septic system design, percolation testing, health department submittal and/or plan, landscaping plan, construction observation and report, construction staking, excavating utilities to determine exact elevation, title commitments, estimate of probable cost, lift station design, D.O.T. Drawings and Permitting, N.P.D.E.S. Permitting, permitting fees, bid documents, construction administration, change order reviews, rare and endangered species investigation, flood study, FEMA map amendments, renderings, retaining wall design, soils testing, slope design and/or stability analysis, pavement design, geotechnical investigation, structural design, NPDES storm water testing, subdivision plat, record map, traffic study, traffic control plan, off-site utility design, wetlands delineation, wetlands mitigation, rezoning/variances request, attendance or participation in public hearings, additional services, related reimbursable items, and any other items not specifically mentioned in this proposal.

Additional Services

Hourly items of work and any additional services performed outside the scope of this proposal may be billed on an hourly basis in accordance with the rate schedule below:

<i>Principal</i>	<i>\$200/hr.</i>	<i>Professional Land Surveyor</i>	<i>\$100/hr.</i>
<i>Senior Project Manager</i>	<i>\$165/hr.</i>	<i>Survey Crew</i>	<i>\$170/hr.</i>
<i>Project Manager</i>	<i>\$125/hr.</i>	<i>Survey Crew – Overtime</i>	<i>\$200/hr.</i>
<i>Engineer III</i>	<i>\$115/hr.</i>	<i>Senior Inspector</i>	<i>\$ 85/hr.</i>
<i>Engineer II</i>	<i>\$100/hr.</i>	<i>Inspector – Level II</i>	<i>\$ 65/hr.</i>
<i>Engineer I</i>	<i>\$ 85/hr.</i>	<i>Inspector – Level I</i>	<i>\$ 55/hr.</i>
<i>Land Planner</i>	<i>\$175/hr.</i>	<i>CADD II</i>	<i>\$ 90/hr.</i>
<i>Landscape Architect III</i>	<i>\$115/hr.</i>	<i>CADD I</i>	<i>\$ 85/hr.</i>
<i>Landscape Architect II</i>	<i>\$100/hr.</i>	<i>Designer/Technician</i>	<i>\$ 80/hr.</i>
<i>Landscape Architect I</i>	<i>\$ 85/hr.</i>	<i>Coordinator</i>	<i>\$ 50/hr.</i>
		<i>Administrative</i>	<i>\$ 40/hr.</i>

Reimbursables and Expenses

All printing, blueprinting, color printing, reproducible mylars or sepias, multiple copying, carrier shipping, faxes, electronic media, travel expenses, lodging, and miscellaneous job related expenses, plan review fees, filing fees, legal advertisement fees, etc. will be charged at cost plus 10%. Mileage will be billed based on IRS annual standard mileage rates in effect at the time incurred.

Standard of Care

Services performed by Gonzalez-Strength & Associates, Inc. under this agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

In compliance with Alabama Administrative Code Chapter 330-X-14-.05(f), this proposal has been prepared with the understanding that selection of our firm to perform these professional services is based upon our qualifications and past performance. Further, it is our understanding that you have selected GSA to negotiate these services and are not in negotiation with other firms for these services at this time.

Risk Allocation

~~In recognition of the relative risks and benefits of the project to both the Client and Gonzalez-Strength & Associates, Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Gonzalez-Strength, Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of, or resulting from Gonzalez-Strength, Inc.'s performance of services pursuant to this agreement shall not exceed the amount of Gonzalez-Strength & Associates, Inc.'s fee or Twenty Thousand Dollars (\$20,000.00), whichever is less. This limitation shall apply regardless of the cause of action or legal theory pled or asserted but in no way shall this provision create any liability, duty, or obligation on the part of Gonzalez-Strength & Associates, Inc. to indemnify the Client for any injury, loss, expense, damage or claim of any person or entity that does not result directly from Gonzalez-Strength, Inc.'s performance of services under this agreement.~~

Ownership of Documents

~~All reports, conceptual plans, master plans, preliminary plans, construction documents, specifications, calculations, estimates of probable cost, renderings, sketch plans, and other documents prepared by Gonzalez-Strength & Associates, Inc., as instruments of service shall, remain the property of Gonzalez-Strength & Associates, Inc. Copies of documents will be~~

~~furnished to the client upon request at the client's expense. Reproduction of documents is prohibited without Gonzalez-Strength & Associates, Inc. consent. The client agrees that all documents and copies of documents as described furnished to the client or his agents, which are not paid for, will be returned upon demand and will not be used by the client for any purpose. The documents as described prepared by Gonzalez-Strength & Associates, Inc. are not transferable as parts of property or other business transactions between the client and any third party.~~

Payment Terms

Payments are due upon receipt; invoices are based upon the percentage of work completed. Your obligation to pay for services rendered by Gonzalez-Strength & Associates, Inc. is in no way dependent upon your ability to obtain financing, obtaining approvals from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon your successful completion of the project. If payment due is not received within thirty (30) days from date of invoice, the amounts due shall automatically include a late charge of 1½% per month, calculated from said thirtieth (30th) day. Should Gonzalez-Strength & Associates, Inc. incur attorney's fee for collection of payment, the amount owed to Gonzalez-Strength & Associates, Inc. shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Gonzalez-Strength & Associates, Inc. reserves the right to suspend services under this agreement until such time as payment in full for all amounts due for services rendered and expenses incurred has been received.

Credit Card Payments

We accept VISA, MasterCard, and Discover credit card payments for services billed. To clients who wish to use their credit card, there will be a 2% credit card fee for each invoice that is being paid. If the client wishes to pay only with credit card payments, it will be noted on the account and all invoices will include the 2% credit card fee. If the credit card is charged back, there will be an additional \$25.00 finance charge for every charge back that is incurred.

This proposal has been prepared with the understanding that the selection of our firm to perform these professional services is based upon the qualifications and experience of Gonzalez-Strength & Associates, Inc., and not solely upon the fee for services proposed. We will gladly address any questions regarding the technical scope, and/or schedule of fees for this proposal. We will begin our services upon receiving the signed proposal. You may authorize us to proceed with our services by your signature in the space provided below.

Sincerely,



James R. Brown, P.E.
For Gonzalez-Strength & Associates, Inc.

Cc:
Encl:

Page 5
Job # 19-0067

The Terms and conditions of this proposal are accepted on this _____ day of _____, 20____.

Client Signature

Title

RESOLUTION 2021-03-15-08

Appointing Members to the City of Pelham Commercial Development Authority

WHEREAS, the Pelham City Council desires to appoint members to the City of Pelham Commercial Development Authority effective March 15, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council that the following be appointed to the City of Pelham Commercial Development Authority with the term of office ending on March 15, 2025.

Darius Foster, Place No. 3

Matthew Jaeh, Place No. 4

Ron Scott, Place No. 5

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-03-15-08 be given vote, and said resolution passed by majority vote of the Council present, and the President of the Council declared the same passed and adopted.

ADOPTED this 15th day of March 2021.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 15th day of March 2021 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 15th day of March 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]

RESOLUTION 2021-03-15-09

Approval of a Consulting Contract with Human Resource Management, Inc.

WHEREAS, the Pelham City Council desires to conduct a compensation plan study for the City of Pelham.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council that the Council hereby approves the execution of a contract with Human Resource Management, Inc., in an amount not to exceed \$8,250.00 for the purpose of conducting compensation services in support of the City of Pelham's short-term and long-term strategic planning processes and further authorizes the Mayor, on behalf of the city, to execute said contract which shall become a permanent part of this Resolution.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-03-15-09 be given vote, and said resolution passed by majority vote of the Council present, and the President of the Council declared the same passed and adopted.

ADOPTED this 15th day of March 2021.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 15th day of March 2021 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 15th day of March 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]

CITY OF PELHAM

MEMORANDUM

TO: Gretchen DiFante

FROM: Tracy Hill

DATE: March 8, 2021

SUBJECT: HRM Service Proposal - Compensation Administration Program Update

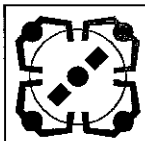
In Spring of 2019 the City of Pelham contracted with HRM Consulting to review and update the compensation administration program covering approximately 350 employees working in approximately 100 unique position titles. The project consisted of these steps:

1. Conduct job analysis for approximately 100 benchmark position titles, consisting of job description review and interviews with managers to develop understanding of essential duties, responsibilities, minimum qualifications, and reasonable recruitment areas.
2. Conduct FLSA exemption reviews on all positions.
3. Compile market compensation data for each benchmark position.
4. Facilitate discussions to determine corporate compensation philosophy and any variances for particular job families.
5. Update and/or develop pay grade and range classification system. Recommend the proper slotting of positions within salary grade structure.
6. Evaluate internal and external equity for each position, including Compa-Ratio and Adverse Impact Ratio Analyses.

This project was completed and presented to the Personnel Board in the Fall of 2019. The Personnel Board did not forward HRM recommendations to Council for review.

In early 2021 I asked HRM to provide a proposal to include updating the compensation project from 2019. The project would include approximately 25 new and/or updated position descriptions since the last market study project was completed. In the original project, fire and police were in a separate market study. HRM does not recommend an update for fire and police market at this time.

Attached is a proposal from HRM for your review. You will note they anticipate being able to start the project within 14 days of contract execution and anticipate completing the project within 120 days at a cost of \$8,250.00. Services for this project are billed on a fee-for-service hourly rate of \$125. Only actual hours will be billed.



HRM
HUMAN RESOURCE
MANAGEMENT, INC.

An Administrative
Services Organization

1950 Stonegate Drive
Suite 300
Birmingham, AL 35242
www.HRMasap.com

SERVICE PROPOSAL

COMPENSATION ADMINISTRATION PROGRAM UPDATE

CITY OF PELHAM

Pelham, Alabama

February 25, 2021

Delivering

**BUSINESS
RESULTS**

Through

HR SOLUTIONS





SERVICE PROPOSAL

COMPENSATION ADMINISTRATION PROGRAM UPDATE

CITY OF PELHAM

February 25, 2021

I. Introduction

Human Resource Management, Inc. (HRM, Inc.) is pleased to offer *City of Pelham* the following proposal for providing Compensation Services. In the outlines and narratives that follow, we describe our general philosophies and approaches to work of this nature, along with the specific project scope, processes, timelines and investment considerations necessary for delivering successful results.

II. Project Scope

The overall scope of this project will include updating the City's formal market-based compensation administration program covering approximately 350 employees working in approximately 92 unique position titles, including approximately 25 new and/or updated position descriptions since the last market study project.

The scope of this project will include the following elements:

1. Compile market compensation data for each benchmark position (excluding Fire and Police).
2. Facilitate discussions regarding overall compensation philosophy and any variances for particular job families.
3. Update the current pay grade and range classification system.
4. Recommend the proper slotting of positions within the salary grade structure.
5. Evaluate internal and external equity for each position, including compa-ratio and market index ratio analyses.



III. Initial Project Activities and Deliverables

The following initial activities and deliverables will be used to launch this project:

1. Facilitate a project launch meeting with project team members to confirm the project scope, outcomes, deliverables, roles and responsibilities, points of contact, and resources needed.
2. Develop and submit a list of needed background data and resources.
3. Develop and confirm a project management plan with timetables and assigned responsibilities for completions of each phase, including periodic progress reporting and feedback.

IV. Project Management Plan

We anticipate accomplishing this project using the following five (5) phases of activities. Work activities between phases may overlap and be performed concurrently as deemed appropriate to maximize efficiencies and expedite project completion.

Phase #1: Plan and Launch Project

Summary: during this phase we anticipate facilitating project planning meetings, launching the project, accumulating and reviewing pertinent data, and developing required tools and templates to begin project work.

1. Facilitate a Project Planning and Launch Session.

We will launch this project using a focused planning session with project team members. At this planning and project launch meeting we will engage team members to reach consensus on the overall project mission, deliverables, timeline, target dates, quality control tracking, reporting schedule, feedback procedures, and individual accountabilities, among other important issues. The session will also produce a clear communication plan to engage and keep all stakeholders in the loop.

2. Accumulate and review pertinent background data and resources.

Prior to and during the project planning meeting, we will develop and submit a listing of the pertinent organizational data and resources needed to ensure successful performance. This will typically include the following:

- Organization charts
- Current job descriptions
- Current pay grade and range classification system
- Detailed employee roster



Phase #2: Market Price Benchmark Positions

Summary: during this phase we anticipate utilizing various sources of market data to establish updated “consensus” market compensation rates for benchmark position titles.

Establish updated market rates for each benchmark position.

Updated market pricing for each benchmark position will be accomplished for this project by collecting and analyzing data from various published survey sources. These survey sources will be identical to those used in the previous market study.

Each survey data source has an effective date; therefore, all data must be aged to a common “planning” date, utilizing a prorated percentage of some benchmark measure, such as the annual Social Security cost-of-living adjustment, or the average merit increase award in the competitive market. Once all data is aged, multiple measures of central tendency can be calculated, such as the average, median, and weighted average, to determine the best estimate of the market value.

Phase #3: Update Market-Based Pay Classification System

Summary: during this phase we anticipate updating the pay grade and classification system, assigning pay grades to positions, and conducting external and internal pay equity analyses.

1. Update the pay grade and classification system.

An organization's pay structure is the method for administering its pay philosophy – whether it wants to “meet” market (pay the average rate), “lag” market (pay less than the average rate), or “lead” market (pay more than the average rate). The pay structure establishes starting rates for base pay and provides guidance when determining pay increases and other pay-related decisions. A pay structure helps answer questions such as why people are compensated differently and how seniority, education and performance (among other factors) affect pay. It also helps managers fairly administer the organization's pay philosophy to ensure consistency.

We anticipate facilitating discussions with the Organization's leadership regarding its overall compensation philosophy, which may be different for particular job families (based on such elements as whether the position is difficult to recruit for, has high turnover, employs key employees of importance, etc.).

The pay grade and job classification structure will then be updated to reflect changes in cost of labor since the last market compensation study was performed. This will include adjusting the values of each step level and developing guidelines for making annual adjustments to the structure to keep pace with market changes. We anticipate developing one draft version of the structure updates for review by the Organization, then developing one final version based upon any resulting feedback.



2. *Recommend the proper slotting of positions into pay classifications.*

Once the pay structure is updated, benchmarked jobs are then slotted into the pay grades based upon a comparison of the market rate and grade midpoint value. The ideal classification scenario is a narrow margin of approximately 5 to 10 percent between the market median or mean and the midpoint of the grade to which the job is assigned.

Market data may not be available for all jobs. Such jobs must therefore be slotted into grades according to an assessment of the compensable factors in comparison to a suitable benchmark position that is considered the rough equivalent equally valued by the Organization. We anticipate facilitating discussions with appropriate management officials who are familiar with these jobs as part of the slotting process.

3. *Conduct External Equity Analyses for each benchmark position.*

The pertinent value in conducting external equity analyses is an employee's compa-ratio (employee pay rate divided by the market rate). The compa-ratio is expressed as the percentage of market rate that the employee's pay rate represents. For example — 100% means that the market rate and employee pay rate are equal, while a ratio under 100 indicates the employee pay rate is "below market," and a ratio over 100 represents a pay rate "above market." Over time, an employee's pay should move closer to market as skill and experience moves closer to job requirements, and performance moves closer to expectations. Under the market pricing method, the pay rate for a job may be "capped" at the range maximum (typically 120 to 130 percent of market), or some other percentage above market based on the Organization's compensation philosophy. The compa-ratio analysis will highlight which areas of the Organization's pay structure are competitive against the market and which ones require further review.

Achieving external competitiveness in the area of compensation means balancing the need to keep operating costs (including labor costs) low with the need to attract and retain quality workers. External competitiveness is how an organization's rates of pay compare to those of its competitors.

Contemporary compensation policies include "variable pay," where pay levels reflect the fluctuation of the organization's success or decline, and positioning as an "employer of choice." "Employer of choice" tends to emphasize the total compensation package, which may include variable pay components. The primary focus of this analysis will be determining the competitiveness of base cash compensation relative to trends in the market, and variable pay components of total compensation, including ranges for reasonable and competitive annual cash bonuses for each position.

Phase #4: Presentation of Project Deliverables and Recommendations.

Final deliverables for this project will be provided in digital format. Additionally, we anticipate discussing results of the project with City officials to support understanding and approval of final recommendations.



V. Estimated Project Timeline

Approximate Time Required to Accomplish Project Deliverables

We anticipate being able to begin work on this project within 14 days of contract execution. Further, we anticipate being able to complete the primary deliverables within 60 days based upon the estimated project timeline.

Work activities between phases may overlap and be performed concurrently as deemed appropriate and desirable to maximize efficiencies and expedite project completion.

VI. Proposed Investment Detail

Labor Costs

We are pleased to offer our services for this project on a fee-for-service discounted hourly rate basis of \$125 for the Compensation services. Only actual hours will be billed, which may be more or less.

The following Investment Detail is presented by Project Phase:

	Description	Estimated Hours	Cost Estimate
Phase 1	Plan and Launch	2	\$250
Phase 2	Establish Market Rates	47	\$5,875
Phase 3	Update Pay Structure	16	\$2,000
Phase 4	Prepare and Present Final Recommendations	1	\$125
	Totals	66	\$8,250



VII. Conclusion and Thanks

We promise high quality service of exceptional value, a rigid adherence to ethical business standards, and an unyielding commitment to client satisfaction. Given our significant and successful experience accomplishing projects of this nature, I am confident that we can meet all your requirements and deliver outstanding results.

We appreciate your interest in our Compensation Services, and look forward to earning the privilege of partnering with you and your team in this important endeavor.

If you require additional information or have questions, please feel free to contact me at 205-862-5570.

Sincerely,

Carolyn Campbell
Chief Development Officer



RESOLUTION 2021-03-15-10

Approving Certain City of Pelham Parks & Recreation Department Job Descriptions & Pay Scales

WHEREAS, the City of Pelham Personnel Board in accordance with The City of Pelham, Shelby County, Alabama, Civil Service System Act recommended approval of certain new and revised City of Pelham job descriptions and pay scales at their regularly scheduled meeting on March 10, 2021; and

WHEREAS, the Pelham City Council has reviewed said job descriptions and pay scales recommended for approval by the Pelham Personnel Board and certain modifications made by the Pelham Human Resources Director.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council in accordance with The City of Pelham, Shelby County, Alabama, Civil Service System Act approves the following job descriptions and pay scales as provided to the Pelham City Council including the applicable modifications.

Parks & Recreation Department

Operations Supervisor

Recreation Coordinator

BE IT FURTHER RESOLVED the above referenced job descriptions and pay scales shall become a permanent part of this Resolution effective upon its adoption.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-03-15-10 be given vote, and said resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 15th day of March 2021.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 15th day of March 2021 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 15th day of March 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]

CITY OF PELHAM

MEMORANDUM

TO: Gretchen DiFante
FROM: Tracy Hill
DATE: March 10, 2021
SUBJECT: Job Descriptions presented to Personnel Board

Attached are Job Descriptions presented to the Personnel Board on March 10, 2021 for the following positions:

- Operations Supervisor
- Recreation Coordinator
- Director of Economic Development

After review by the Personnel Board, the Board recommends these job descriptions and the associated pay ranges as presented to the City Council for approval.

Job Description

Job Title: Operations Supervisor

Reports To: Director of Parks and Recreation

FLSA Status: Exempt

Department: Parks and Recreation

Location: City of Pelham

Summary:

Manage the daily operations of Pelham Parks and Recreation including supervising part-time staff, managing department facility and park rentals and reservations, overseeing memberships and the software used to manage department operations.

Representative List of Essential Duties and Responsibilities: The list is not intended to be all-inclusive nor exclusive, but is intended to provide examples of typical duties performed.

Schedules maintenance and use of facilities.

Handles membership inquiries and issues and completes deposits.

Creates, implements and enforces facility policies regarding safety, facility rentals and reservations.

Works with internal and external departments/organizations on rental space.

Establishes and maintains contracts with service and equipment vendors.

Supervises front desk team in daily work and training at Pelham Recreation Center in regard to management of the facility.

Schedules and develops a maintenance plan for basketball court, fitness facility and multipurpose rooms.

Manages all membership account forms and solves any membership issues.

Makes daily deposits and purchases as necessary.

Assists with managing the department's website and social media pages.

Competency:

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving - Identifies and resolves problems in a timely manner; **Customer Service** - Manages difficult or emotional customer situations; Responds promptly to customer needs; **Team Work** - Exhibits objectivity and openness to others' views; Contributes to building a positive team spirit; **Leadership** - Inspires respect and trust; **Ethics** - Works with integrity and ethically; Upholds organizational values; **Organizational Support** - Follows policies and procedures; **Dependability** - Takes responsibility for own actions; **Professionalism** - Treats others with respect and consideration regardless of their status or position; **Quality** - Looks for ways to improve and promote quality.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Ability to learn specific Recreation Program(s) to perform daily duties. Must be able to work days, evenings and weekends. Individual will need to be on call and fill in for other employees as needed. Individual will also need to be on call and respond to alarm calls 7 days a week/24 hour a day.

Education/Experience:

Bachelor's degree in Parks and Recreation or related field from a four-year college or university plus two years related experience and/or training with managing personnel and recreation programs; or equivalent combination of education and experience.

Language Ability:

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

Reasoning Ability:

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

Computer Skills:

To perform this job successfully, an individual should have knowledge of Word Processing software. Experience with League Organizer and Sportsman Software is preferred.

Certificates and Licenses:

Certified Parks and Recreation Professional preferred or obtained within the first year.

Supervisory Responsibilities:

Directly supervises a number of part-time employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning,

and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outdoor weather conditions. The noise level in the work environment is usually moderate.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include Close vision, Distance vision, Peripheral vision, Depth perception and Ability to adjust focus. While performing the duties of this Job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl and talk or hear. The employee is frequently required to sit.

	1	2	3	4	5	6	7	8	9	10
ANNUAL	\$40,049.03	\$41,550.87	\$43,109.03	\$44,725.61	\$46,402.83	\$48,142.93	\$49,948.29	\$51,821.35	\$53,764.65	\$55,780.83
MONTHLY	\$3,337.42	\$3,462.57	\$3,592.42	\$3,727.13	\$3,866.90	\$4,011.91	\$4,162.36	\$4,318.45	\$4,480.39	\$4,648.40
BIWEEKLY	\$1,540.35	\$1,598.11	\$1,658.04	\$1,720.22	\$1,784.72	\$1,851.65	\$1,921.09	\$1,993.13	\$2,067.87	\$2,145.42
HOURLY	\$19.25	\$19.98	\$20.73	\$21.50	\$22.31	\$23.15	\$24.01	\$24.91	\$25.85	\$26.82

Job Description

Job Title: Recreation Coordinator

Reports To: Assistant Director of Park and Recreation

FLSA Status: Exempt

Department: Parks and Recreation

Location: City of Pelham

Summary: Creates, plans, schedules, organizes, implements, and evaluates all recreation activities, events, and programs.

Representative List of Essential Duties and Responsibilities: The list is not intended to be all-inclusive nor exclusive, but is intended to provide examples of typical duties performed.

Studies and analyzes recreational needs, athletic interests, and resources for youth, teens, adults, and Senior Citizens.

Assists Assistant Director of Parks and Recreation in conducting market research and developing short and long range community recreation goals and objectives.

Schedules all recreation activities, events, and programs.

Determines material, equipment, facility, supervision or instruction needs for each activity or program and coordinates with other staff members.

Coordinates and leads drafts for each sports division and ensures all coaches are certified according to State Requirements and are up to date on all rules for the season.

Communicates with citizens and participants via e-mails, monthly calendars, newsletters, and program schedules.

Purchases equipment and services from outside vendors.

Works with staff as well as contract program providers.

Complies with all applicable government regulations.

Develops and maintains relations with other recreation providers in community.

Plans trips and drives participants and members to area events and places of interests.

Competency:

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving - Identifies and resolves problems in a timely manner; **Customer Service** - Manages difficult or emotional customer situations; Responds promptly to customer needs; **Team Work** - Exhibits objectivity and openness to others' views; Contributes to building a positive team spirit; **Leadership** - Inspires respect and trust; **Ethics** - Works with integrity and ethically; Upholds organizational values; **Organizational Support** - Follows policies and procedures; **Dependability** - Takes responsibility for own actions; **Professionalism** - Treats others with respect and consideration regardless of their status or position; **Quality** - Looks for ways to improve and promote quality.-

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Experience:

Bachelor's degree in Parks and Recreation or a related field from four-year college or university plus two years related experience and/or training with managing personnel and recreation programs; or equivalent combination of education and experience.

Language Ability:

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

Reasoning Ability:

Ability to solve practical problems and deal with variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills:

To perform this job successfully, an individual should have knowledge of Word Processing software; Spreadsheet software and Order processing systems.

Certificates and Licenses:

Certification in Youth Sports by State of Alabama, Certified Parks and Recreation Professional certificate and Commercial Driver's License preferred or obtained within the first year.

Supervisory Responsibilities:

Directly supervises part-time employees and additional volunteers. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, (NOTE: this position does not hire, but would assist in hiring) and training employees and volunteers; planning, assigning, and directing work; addressing complaints and resolving problems. Responsible for planning events, scheduling speakers, providing entertaining activities, and driving seniors on a commercial bus to different activities.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include Close vision, Distance vision, Peripheral vision and Depth perception. While performing the duties of this Job, the employee is regularly required to sit and talk or hear. The employee is frequently required to stand and walk.

	1	2	3	4	5	6	7	8	9	10
ANNUAL	\$33,229.87	\$ 34,392.92	\$35,596.67	\$ 36,842.55	\$ 38,132.04	\$ 39,466.66	\$ 40,847.99	\$ 42,277.67	\$ 43,757.39	\$ 45,288.90
MONTHLY	\$2,769.16	\$2,866.08	\$2,966.39	\$3,070.21	\$3,177.67	\$3,288.89	\$3,404.00	\$3,523.14	\$3,646.45	\$3,774.08
BIWEEKLY	\$1,278.07	\$1,322.80	\$1,369.10	\$1,417.02	\$1,466.62	\$1,517.95	\$1,571.08	\$1,626.06	\$1,682.98	\$1,741.88
HOURLY	\$15.98	\$16.54	\$17.11	\$17.71	\$18.33	\$18.97	\$19.64	\$20.33	\$21.04	\$21.77

RESOLUTION 2021-03-15-11

Approving City of Pelham Director of Economic Development Job Description & Pay Scale

WHEREAS, the City of Pelham Personnel Board in accordance with The City of Pelham, Shelby County, Alabama, Civil Service System Act recommended approval of certain new and revised City of Pelham job descriptions and pay scales at their regularly scheduled meeting on March 10, 2021; and

WHEREAS, the Pelham City Council has reviewed said job descriptions and pay scales recommended for approval by the Pelham Personnel Board and certain modifications made by the Pelham Human Resources Director:

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council in accordance with The City of Pelham, Shelby County, Alabama, Civil Service System Act approves the following job description and pay scale as provided to the Pelham City Council including the applicable modifications.

Administration Department

Director of Economic Development

BE IT FURTHER RESOLVED the above referenced job description and pay scale shall become a permanent part of this Resolution effective upon its adoption.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-03-15-11 be given vote, and said resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 15th day of March 2021.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 15th day of March 2021 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 15th day of March 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]

CITY OF PELHAM

MEMORANDUM

TO: Gretchen DiFante
FROM: Tracy Hill
DATE: March 10, 2021
SUBJECT: Job Descriptions presented to Personnel Board

Attached are Job Descriptions presented to the Personnel Board on March 10, 2021 for the following positions:

- Operations Supervisor
- Recreation Coordinator
- Director of Economic Development

After review by the Personnel Board, the Board recommends these job descriptions and the associated pay ranges as presented to the City Council for approval.

Job Description

Job Title: Director Economic Development
Reports To: City Manager
FLSA Status: Exempt
Department: Administration
Location: City of Pelham

Summary: The Economic Development Director coordinates the City's economic development activities and administers the City's economic development program including prospect development, industry contacts, and negotiation with industry representatives at all levels to encourage business development in the City of Pelham. The Economic Development Director reports to the City Manager and serves as the secretary (ex officio) of any development organizations within the City as permitted by law (i.e., CDA, IDB).

Representative List of Essential Duties and Responsibilities: The list is not intended to be all-inclusive nor exclusive but is intended to provide examples of typical duties performed.

- Recruits commercial and industrial business developers through targeted marketing; meetings with developers, brokers, retailers and others to encourage business development opportunities in the City of Pelham.
- Answers questions from prospective business partners on available properties in the City; zoning policies and processes as requested or as necessary to make business decisions.
- Organizes activities; prepare solicitation letters to local and national businesses, including retailers; prepare information packets for distribution to perspective business clients; and prepare proposals for specific businesses targeted for location to the City of Pelham.
- Implements economic development programs from researching state and federal economic development programs; monitors ordinances or legislations; fosters partnerships with industry representatives both internal and external to the city; recommends policy or program changes to the City Manager to increase effectiveness and efficiencies of the City's economic development initiatives.
- Partners with the City's Communications Manager to inform the residents of impending strategies or activities that may impact the Pelham community; provides assistance to the communications manager to create messaging relevant to Pelham businesses and economic development, updates media platforms and makes presentations to City Council, private or public partners to encourage local business development.
- Researches, develops and distributes economic development data and reports; prepares and maintains updated statistical data on related business & industry.
- Leads negotiations on business partnerships or development agreements for commercial and

industrial business development in the City, which may include tax abatement options or similar business development incentives; monitors agreements for compliance with state, local and/or federal regulations and works with the City's finance department to ensure compliance with agreements.

Competency:

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving - Identifies and resolves problems in a timely manner;

Customer Service - Manages difficult or emotional customer situations; Responds promptly to customer needs;

Team Work - Exhibits objectivity and openness to others' views; Contributes to building a positive team spirit;

Leadership - Inspires respect and trust;

Ethics - Works with integrity and ethically; Upholds organizational values;

Organizational Support - Follows policies and procedures;

Dependability - Takes responsibility for own actions;

Professionalism - Treats others with respect and consideration regardless of their status or position;

Quality - Looks for ways to improve and promote quality.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Experience:

Qualified applicants will have a Bachelor's Degree in economics, business administration, marketing, or a closely related field, from an accredited college or university and a minimum of five (5) years related professional experience required. An equivalent combination of education, training, and/or experience may be considered.

Experience in fiscal planning, budget preparation, and economic development tools and incentives are required.

Preferred qualifications include: Graduate of an accredited university economic development institute, experience in coordinating community development activities and programs and demonstrated knowledge of workforce development strategies.

The ideal candidate should be skilled in building and maintaining a broad and diverse spectrum of partnerships with City Officials, business leaders, financial institutions, developers, city departments, and the community.

Language Ability:

Ability to read and interpret documents; exceptional writing and editing skills. Ability to write routine reports and correspondence for a broad range of audiences. Ability to speak effectively

before groups of customers or employees of organization. Speak English clearly, distinctly, and concisely at a satisfactory volume level to communicate with the public to resolve customer complaints and answer customers' questions. Hearing, (including background noise rejection) must be sufficient to allow for the routine use of multiple line telephone systems. Communicate verbally and effectively by listening to people and by giving information and direction.

Effective communication skills along with strong collaboration and team building skills are required. Negotiating skills; advanced written and oral communication skills, presentation and public speaking skills are also required.

Reasoning Ability:

Ability to solve practical problems and deal with variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form. Analyzing information and evaluating results to choose the best solution and solve problems.

Computer Skills:

To perform this job successfully, an individual should have Certification and/or demonstrated proficiency, skill, knowledge, and ability utilizing computers. Should be well versed in word processing and database software.

Certificates, Licenses and Special Requirements:

Must possess and maintain a valid driver's license as issued by the Alabama Department of Public Safety.

Supervisory Responsibilities:

While the individual doesn't supervise others, s/he is expected to call on and interact with C-suite level leaders as well as elected and appointed officials and facilitate multiple projects through to completion.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work in this position is primarily conducted indoors in an office setting but requires occasional work outdoors. The noise level in the work environment is usually moderate. Normal work schedule is Monday through Friday (business hours), but must be able to work a flexible schedule including days, evenings, weekends and holidays and must be available to the media after regular business hours.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle to feel; reach with both hands and arms. The employee is regularly required to talk and listen/hear. The employee is occasionally required to stand; walk; sit; and stoop, kneel, crouch or crawl. The employee must regularly lift and/or move up to ten (10) pounds, and occasionally twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus. Eyesight, (i.e., vision) must be sufficient to allow for routine use of computer monitor screens and standard size computer printouts. Hand dexterity must be sufficient to effectively and expeditiously utilize standard computer keyboard for data entry. Must maintain a professional appearance.

	1	2	3	4	5	6	7	8	9	10
ANNUAL	\$83,345.27	\$85,845.63	\$88,421.00	\$91,073.63	\$93,805.84	\$96,620.01	\$99,518.61	\$102,504.17	\$105,579.29	\$108,746.67
MONTHLY	\$6,945.44	\$7,153.80	\$7,368.42	\$7,589.47	\$7,817.15	\$8,051.67	\$8,293.22	\$8,542.01	\$8,798.27	\$9,062.22
WEEKLY	\$3,205.59	\$3,301.75	\$3,400.81	\$3,502.83	\$3,607.92	\$3,716.15	\$3,827.64	\$3,942.47	\$4,060.74	\$4,182.56
HOURLY	\$40.07	\$41.27	\$42.51	\$43.79	\$45.10	\$46.45	\$47.85	\$49.28	\$50.76	\$52.28

ORDINANCE NO. 504

AN ORDINANCE TO ALTER, REARRANGE AND REDUCE THE CORPORATE LIMITS OF THE CITY OF PELHAM, ALABAMA

WHEREAS, a certain petition signed by the 100% of the property owners of Summer Place and Brook Ridge Estates subdivisions having respectfully requested territory therein described be de-annexed from the City of Pelham (City), together with a map of said territory showing its relationship to the corporate limits of the City has been filed with the City Clerk/Treasurer of the City of Pelham; and

WHEREAS, with full understanding that the City will have no duty to provide any services, other than water service, to said property owners post de-annexation; and

WHEREAS, the owners within the Summer Place and Brook Ridge Estates subdivisions are hereby informed and reminded that if their properties are de-annexed and restored to the unincorporated area of Shelby County they will be responsible for assessment and payment of all applicable North Shelby Library District Library dues and fees, garbage fees, charges and assessments, North Shelby Fire Department dues and assessments, and any and all other fees and assessments which are now or shall become due and payable in the future on residents of unincorporated Shelby County that are similarly situated; and

WHEREAS, the Shelby County Commission, having approved the original construction plans and inspected the roads and improvement construction, have hereby agreed to accept the roads within the subdivisions, namely Summer Circle, Autumn Place and Spring Road for maintenance and inclusion into Shelby County's Inventory of Public Roads; and

WHEREAS, the City Council has determined and found that the matters set forth and alleged in said petition are true, and that it is in the public interest that said property be de-annexed from the City of Pelham;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pelham, Alabama as follows:

Section 1. That the Pelham City Council hereby assents to the de-annexation of said territory from the City of Pelham, Alabama, the corporate limits of the City to be reduced and rearranged pursuant to the provisions of Chapter 42, Article 2, Code of Alabama 1975 (Sections 11-42-200 through 11-42-213, as amended) so as to exclude said territory from the territory already within its present corporate limits, within the corporate area of said City. Said territory is described as follows:

Map Book 17, Page 57
Summer Place-First Sector
Located in Section 23, Township 19 South, Range 2 West - Shelby County, Alabama
Lots 1-14

Map Book 17, Page 132, Page 132A
Summer Place-Second Sector
Located in Section 23, Township 19 South, Range 2 West - Shelby County, Alabama
Lots 9-27

Map Book 20, Page 03
Resurvey of Lots 14 & 15, Block 2 Summer Place 2nd Sector
Located in the NW ¼ of the SE ¼ of Section 23, Township 19 South, Range 2 West,
Shelby County, Alabama
Lots 14-A & 15-A

Map Book 17, Page 133
Brook Ridge Estates
Located in the NW ¼ of the SE ¼ of Section 23, Township 19 South, Range 2 West,
Shelby County, Alabama
Lots A, B, C, D, E, F

Section 2. That the City Clerk/Treasurer shall file a certified copy of this Ordinance containing an accurate description of said de-annexed territory with the Probate Judge of Shelby County, Alabama, and also cause a copy of this Ordinance to be published in accordance with state law.

Section 3. Each of the provisions of this Ordinance is severable; and if any provision shall be declared to be invalid, the remaining provisions shall not be affected but shall remain in full force and effect.

Section 4. All ordinances or parts of ordinances, in any manner conflicting herewith are hereby repealed.

Section 5. This Ordinance shall become effective upon its passage and posting as required by law.

THEREUPON _____, a councilmember moved and _____, a councilmember seconded the motion that Ordinance No.504 be given vote. The roll call vote on said motion was as follows:

Maurice Mercer Council President	_____
David Coram Council Member	_____
Larry Palmer Council Member	_____
Rick Wash Council Member	_____
Mildred Lanier Council Member	_____

Ordinance No. 504 passed by majority vote of the Council and the Council President declared the same passed.

ADOPTED this 5th day of April 2021.

Maurice Mercer, Council President

David Coram, Council Member

Larry Palmer, Council Member

Rick Wash, Council Member

Mildred Lanier, Council Member

[SEAL]

ATTEST

APPROVED:

Tom Seale, MMC, City Clerk/Treasurer

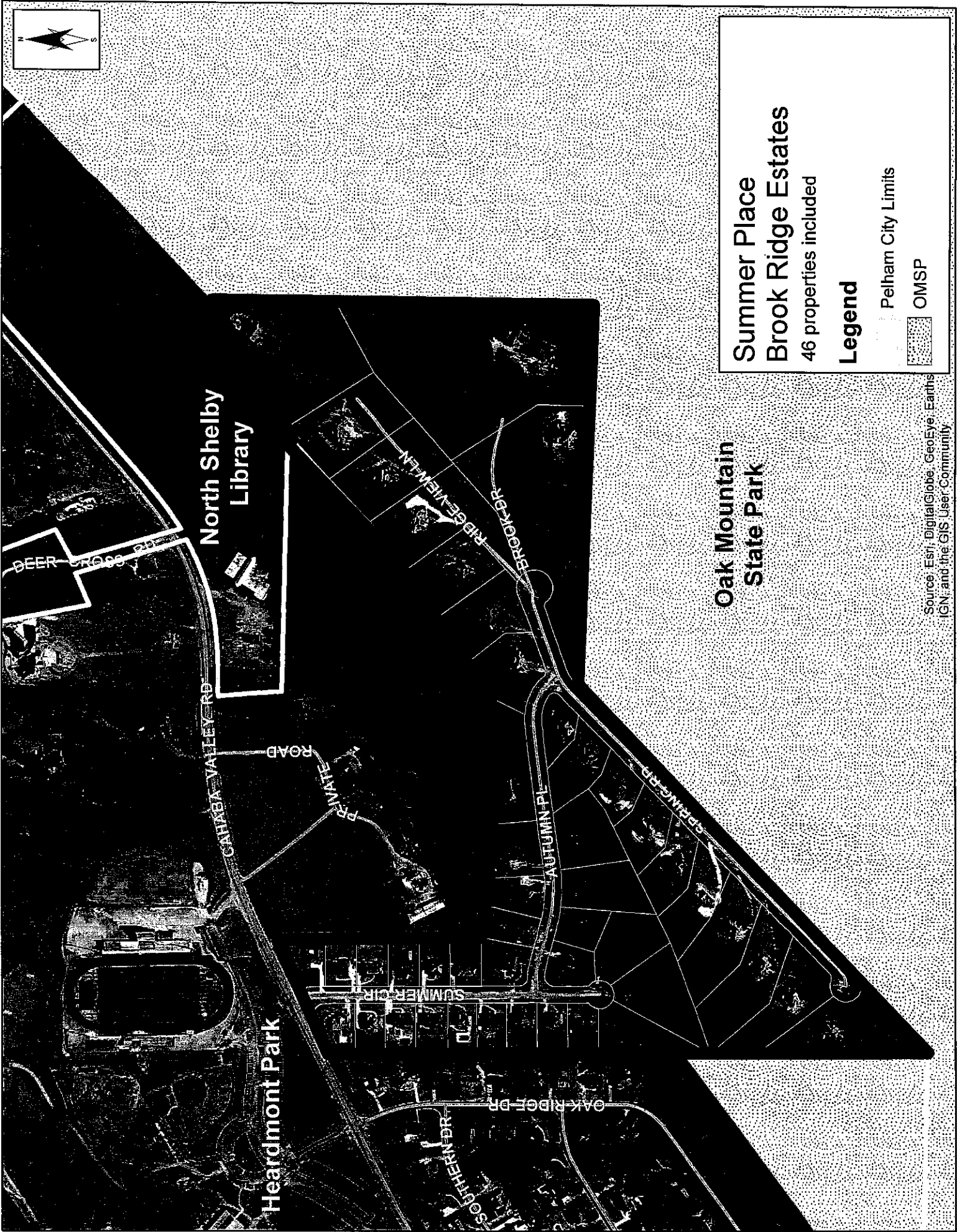
Gary W. Waters, Mayor Date

POSTING AFFIDAVIT

I, the undersigned qualified City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing ORDINANCE No. 504 was duly ordained, adopted, and passed by the City Council of the City of Pelham, Alabama at a regular meeting of such Council held on the 5th day of April, 2021 and duly published by posting an exact copy thereof on the 6th day of April 2021 at four public places within the City of Pelham, including the Mayor's Office at City Hall, Pelham Parks & Recreation, Pelham Public Library, Pelham Water Department and on the city's website at www.pelhamalabama.gov. I further certify that said Ordinance is on file in the office of the City Clerk/Treasurer and a copy of the full Ordinance may be obtained from the office of the City Clerk/Treasurer during normal business hours.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



Summer Place
Brook Ridge Estates
46 properties included

Legend

-  Pelham City Limits
-  OMSP

Source: Esri, DigitalGlobe, GeoEye, Earthstar, IGN, and the GIS User Community