



WORK SESSION
Pelham Senior Center
October 28, 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 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 October 18, 2021 Regular Work Session Minutes
- D. Old Business
 - 1. Update – Flood Response
- E. New Business
 - 1. Interviews – Pelham Planning Commission & Pelham Storm Water Board Positions
 - 2. FEMA – Request for Repetitive Loss Properties Information
 - 3. Sponsorship Request – Natural Resources Conservation Service (U.S. Dept. of Agriculture)
- F. Review of the November 1, 2021 City Council Agenda
- G. Adjournment

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

THE CITY OF PELHAM, ALABAMA

WORK SESSION

Pelham Senior Center

October 18, 2021 – 5:30 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, October 18, 2021 at 5:30 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 5:30 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 recorded all elected officials were in attendance and a quorum was present. City Attorney Josh Arnold was in attendance. City Manager Gretchen DiFante was not present.

Media Present: None

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

Approval of Minutes

A motion was made by Councilmember Coram to approve the October 4, 2021 Regular Council Work Session Minutes. The motion was seconded by Councilmember Wash.

There being no further discussion the motion passed by voice vote of 4-0-1 of those members present with Councilmember Lanier abstaining.

Executive Session

Council President Mercer stated for the record the purpose of the Executive Session was to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated, but

imminently likely to be litigated if the governmental body pursues a proposed course of action. City Attorney Josh Arnold stated the purpose of tonight's Executive Session is appropriate under Section 36-25-A-7(3)(a), Code of Alabama 1975, as amended.

A motion was made by Councilmember Wash to enter into an Executive Session of the city council for the stated purpose. Said motion was seconded by Councilmember Coram. Council President Mercer asked the city clerk/treasurer for a roll call vote. The vote to adopt said motion was recorded as follows:

Maurice Mercer, Council President	<u>Yes</u>
David Coram, Council Member	<u>Yes</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 asked the members of the city council, Mayor Gary Waters, City Attorney Josh Arnold, Director of Development Services & Public Works Andre` Bittas, Chris Cousins, Municipal Consultants, Inc., and City Clerk/Treasurer Tom Seale to attend the Executive Session. Council President Mercer stated he expected the city council to return from the Executive Session in approximately 40 minutes. The city council went into executive session at 5:33 p.m.

Councilmember Coram moved to adjourn the Executive Session. Said motion was seconded by Councilmember Palmer. The motion passed unanimously by voice vote of those members present, and the Executive Session was adjourned at 6:17 p.m.

Council President Mercer called the work session back to order at 6:19 p.m.

Old Business – None

New Business

1. Update – October 6-7, 2021 Flood Event

The Flood Event update was moved to the City Council Agenda under "Mayor's Report".

Review of October 18, 2021 Council Agenda

Council President Mercer reviewed the October 18, 2021 city council agenda.

- E. Consent Agenda
- F. Public Hearing(s) – None
- G. Mayor's Comments
- H. Proclamation(s) by the Mayor and Others

1. Resolution from the Shelby County Legislative Delegation honoring retired Pelham Fire Department Battalion Chief Don Green

I. Report of the City Manager – None

J. Report of the City Attorney – None

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

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

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

1. **Resolution 2021-10-18-01** for consideration to approve a request by T-Mobile for a special use permit to modify their equipment on an existing facility located at 2794-A Pelham Parkway

David Andrews, with the Center for Municipal Solutions (CMS), the city's telecommunications consultants stated T-Mobile has made application to make modifications to their equipment on the existing tower located at 2794-A Pelham Parkway. He said the existing tower is a 117 foot monopole tower and T-Mobile is currently providing service at the 117 foot height at this facility. Mr. Andrews stated T-Mobile currently has six (6) antennas mounted on the tower and four (4) feedlines mounted inside the monopole shaft. T-Mobile proposes to remove all current antennas and replace them with six (6) new models. They also propose removing the existing feedlines and add two (2) new feed lines inside the monopole shaft. He further stated the antenna count will remain at six (6) and is not a substantial modification as defined by the Federal Communications Commission (FCC). Mr. Andrews said the upgrades should not have a negative effect on the aesthetics of the facility. He stated CMS recommends approval of the request and adoption of Resolution 2021-10-18-01.

2. **Resolution 2021-10-18-02** for consideration to approve a contract for additional brand development and companion assets with Copperwing Design

Communications Manager Ainsley Allison stated the funding is a part of the FY2022 budget. She reviewed the proposal which will include updates to the Pelham Civic Complex & Ice Arena, Pelham Racquet Club, Ballantrae Golf Club, Library, Police and Fire Department branding.

3. **Resolution 2021-10-18-03** for consideration to participate in the 2022 Severe Weather Preparedness Tax Holiday – February 25-27, 2022

There were no questions or comments from the city council.

4. **Resolution 2021-10-18-04** for consideration to approve payment of funds to full time employees of the City of Pelham in lieu of participating in the city's health care benefits plan

Human Resources Director Tracy Hill stated having provided the city council with information regarding Resolution 2021-10-18-04 during the October 4, 2021 work session.

5. **Resolution 2021-10-18-05** for consideration to authorize a onetime pay adjustment for unused sick time to those employees who did not end their employment voluntarily with the City of Pelham due to the transition of the management of the Pelham Civic Complex & Ice Arena to VenuWorks of Pelham, LLC

Human Resources Director Tracy Hill stated there are five employees which are affected by the management contract with VenuWorks of Pelham, LLC. She further stated having provided the city council with information regarding Resolution 2021-10-18-05 during the October 4, 2021 work session. Mrs. Hill and City Attorney Josh Arnold stated the city is not setting a precedent by approving Resolution 2021-10-18-05.

6. **Resolution 2021-10-18-06** for consideration to approve the lone bid for appliances for the new Pelham Fire Station No. 3

Chris Cousins, Municipal Consultants, Inc., stated a lone bid was received for the appliances in the kitchen.

7. **Resolution 2021-10-18-07** for consideration to approve the most responsive and responsible quote for furniture for the new Pelham Fire Station No. 3

Chris Cousins, Municipal Consultants, Inc., stated a single bid was received for the furniture at new Fire Station No. 3.

8. **Resolution 2021-10-18-08** for consideration to approve a public works contract with Lower Bros. Tennis Courts for the resurfacing of the hard courts at the Pelham Racquet Club

Chris Cousins, Municipal Consultants, Inc., stated this is a budgeted item for resurfacing the hard courts at the Pelham Racquet Club.

9. **Resolution 2021-10-18-09** for consideration to approve the most responsive and responsible bid from Baird Contracting, Inc. for the installation of the city-wide radio read water meters

Chris Cousins, Municipal Consultants, Inc., stated this is the installation piece of the city-wide radio read water meters. He said the city can now move forward with completing the project.

10. **Resolution 2021-10-18-10** for consideration to approve additional architecture and engineering services with CMH Architects for the City Hall Renovation Project

Director of Development Services & Public Works Andre` Bittas stated the additional fees and services are a result of structural and architectural changes made for the renovations of Pelham City Hall. He stated funding is in the FY2022 budget.

11. **Resolution 2021-10-18-11** for consideration to approve a professional services contract for civil engineering and landscape architectural services for the parcel located at the corner of Shelby County Highways 52E and 35

Director of Development Services & Public Works Andre` Bittas stated approval will allow the city to move forward with the engineering and design of the property.

12. **Resolution 2021-10-18-12** for consideration to enter into a joint contract with Shelby County, Alabama for the 2021 Aerial Photography and Topographic Mapping Update

Director of Development Services & Public Works Andre` Bittas stated this is an annual expenditure and is budgeted in FY2022.

13. **Resolution 2021-10-18-13** for consideration to authorize an Agreement for Services with Shelby County, Alabama to provide plan reviews and inspection support services to the City of Pelham

Director of Development Services & Public Works Andre` Bittas stated approval will allow the city to use the services of Shelby County on an as needed basis.

(End of October 18, 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 6:56 p.m.

Respectfully submitted this 18th day of October 2021.

Tom Seale, MMC, City Clerk/Treasurer

Maurice Mercer, President of the Council

[SEAL]



COUNCIL MEETING
Pelham Senior Center
November 1, 2021 – 6:00 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 November 1, 2021 City Council Agenda
- 2. Approval of the October 18, 2021 Regular Council Meeting Minutes
- 3. Approval of non-budgeted expenses from restricted fund accounts: None

F. Public Hearing(s)

- 1. To consider Ordinance No. 135-243 an amendment to the zone district boundaries of the City of Pelham changing the present zoning A-1 (Agricultural District) to MX-C (Mixed-Use Commercial District) for property located at Huntley Parkway and Shelby County Highway 11, Pelham, AL 35124 containing 28.80 acres.

Applicant(s): John David Chambliss/Hall Group, 2810 Fortner Street, Building J, Dothan, Alabama 36305

Name of Legal Owner(s): Louise Ann Pardue Devers, et al., 451 Tranquil Bay Circle, Norwood, North Carolina 28128

G. Mayor's Report/Comments

H. Proclamation(s) and Resolution(s) by the Mayor and Others

1. Proclamation declaring November 2021 as National Hospice and Palliative Care Month in the City of Pelham, Alabama

I. Report of the City Manager

1. New Employee Introduction(s)
 - a. Ainsley Allison, Communications Manager
 - Gina Womack, Community Relations Coordinator

J. Report of the City Attorney

K. Request(s) to Address the Council

1. Bill Daniel, Sons of the American Revolution

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

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

1. **Resolution 2021-11-01-01** for consideration to approve a 36-month lease agreement for golf course maintenance equipment at Ballantrae Golf Club
2. **Resolution 2021-11-01-02** for consideration to approve a professional services contract and proposal from Barrett Architecture Studio to provide design services for the Conference Center at the Pelham Civic Complex & Ice Arena
3. **Resolution 2021-11-01-03** for consideration to authorize a proposed agreement with the Regional Planning Commission of Greater Birmingham (RPCGB) to conduct an Advanced Planning and Logical Engineering (APPLE) study of a regional trail system connecting the City of Pelham's trail network to the City of Helena's trail network
4. **Resolution 2021-11-01-04** for consideration to amend (decrease) the FY2022 Department Operating Budgets for health insurance premiums
5. **Resolution 2021-11-01-05** for consideration to request permission to receive Pelham, Alabama's Repetitive Loss Property information to consider application to the Federal Emergency Management Agency's (FEMA) Community Rating System
6. **Resolution 2021-11-01-06** for consideration to authorize a request for assistance from the United States Department of Agriculture's Natural Resources Conservation Service through the Emergency Watershed Protection Program

7. **Resolution 2021-11-01-07** for consideration to approve an ABC application (No Alcohol Outside of Licensed Area and No to Go Sales) for applicant Margarita Grill, LLC located at 234 Cahaba Valley Road, Pelham, Alabama 35124 operating under the trade name Margarita Grill Turns 15 to be held only on November 16, 2021
8. **Resolution 2021-11-01-08** for consideration to affirm the Mayor's reappointment of a citizen to the Pelham Planning & Zoning Commission
9. **Resolution 2021-11-01-09** for consideration to appoint citizens to the Pelham Storm Water Board
10. **Ordinance No. 135-243** an amendment to the zone district boundaries of the City of Pelham changing the present zoning A-1 (Agricultural District) to MX-C (Mixed-Use Commercial District) for properties located at Huntley Parkway and Shelby County Highway 11, Pelham, AL 35124 containing 28.80 acres. First Reading.

Applicant(s): John David Chambless/Hall Group, 2810 Fortner Street, Building J, Dothan, Alabama 36305

Name of Legal Owner(s): Louise Ann Pardue Devers, et al., 451 Tranquil Bay Circle, Norwood, North Carolina 28128

N. 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.

O. City Council Comments

P. Public Announcements

1. The Pelham Police Department will host National Night Out, November 2, 2021, from 6:00 p.m. - 8:00 p.m. at Pelham City Park. National Night Out is designed to strengthen partnerships between first responders and the community. Enjoy public safety demonstrations and good conversations with your Pelham Police Officers and Firefighters.
2. Two Public Engagement Meetings are planned for residents to review proposed improvements to city park properties, view suggested locations for potential new park properties, and provide recommendations on park amenities to be included at each location. The public engagement meetings are designed for the public to give feedback to the proposed park improvements.
When: November 3rd from 9:00 a.m. - 11:00 a.m. and November 9th from 4:30 p.m. - 7:00 p.m.
Where: Pelham Recreation Center Multipurpose Room
3. City offices will be closed Thursday, November 11th in observance of Veterans Day and Thursday and Friday, November 25th and 26th for the Thanksgiving Holidays.

4. A public hearing will be held on November 15, 2021 at 7:00 p.m. at the Pelham Senior Center to consider **Ordinance No. 135-234** an amendment to the zone district boundaries of the City of Pelham changing the present zoning A-1 (Agricultural District) to R-G (Garden Home Residential District) for property located along Ridge Drive, Pelham, Alabama 35124.

First Reading was on June 7, 2021.

The motion to adopt Ordinance No. 135-234 failed to receive a second on June 21, 2021.

Applicant: SNO Inc., 2858 Highway 31 S, Pelham, Alabama 35124

Name of Legal Owner(s) Steve Issis, 2858 Highway 31 S, Pelham, Alabama 35124

Q. Adjournment

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

THE CITY OF PELHAM, ALABAMA

COUNCIL MEETING
Pelham Senior Center
October 18, 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: October 18, 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 7:00 p.m. Mayor Waters led tonight's invocation. The Pledge of Allegiance was led by Councilmember Palmer.

RECORD OF ATTENDANCE

The city clerk/treasurer recorded all elected officials were in attendance and a quorum was present. City Attorney Josh Arnold was in attendance. City Manager Gretchen DiFante was not present.

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 October 18, 2021 City Council Agenda
2. Approval of the October 4, 2021 Regular City Council Meeting Minutes and the October 12, 2021 Emergency City Council Meeting
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(S) – None

PROCLAMATION(S) BY THE MAYOR AND OTHERS

1. Resolution from the Shelby County Legislative Delegation honoring retired Pelham Fire Department Battalion Chief Don Green by Representative's Arnold Mooney and Kenneth Paschal. The Resolution was accepted by Battalion Chief Green's wife Kathy and children Austin and Kimberly.

MAYOR'S REPORT

- Spoke to the passing of General Colin Powell today. He read General Powell's 13 points of success.
- Thanked the city employees and the 16 agencies for their dedicated assistance and support during the flood event on October 6-7, 2021.

Fire Chief Mike Reid updated the city council on the events and provided the following information of the flood event on October 6-7, 2021.

Synopsis of Flood Event

On October 6, 2021 just after 8:00 pm the Pelham Fire Department started receiving calls for water rescues from vehicles. From 8:00 pm until around 5:00 am the police and fire departments received 281 calls for service, rescued 82 residents from their homes, and around 20 victims from their vehicles. Between on duty and call-in personnel the fire and police had 60 personnel working this event. Another 47 fire and police personnel responded from outside mutual aid agencies. The Emergency Operation Center was operational around 9 pm when we began to prioritize calls and request mutual aid.

At one point our operation consisted of 5 different Areas of Operations performing rescues and we were operating with 107 first responders from 15 agencies. Resources included 16 boats, 2 SeaDoos, 3 Humvees, 3 High Water Vehicles, 11 Service Vehicles, 6 Engine Companies, 3 Quints, 1 Rescue, and 2 Command Vehicles. The Emergency Operations Center was closed at 6:00 am and Shelby County EMA began assessments of our city around 9 am.

Timeline for Recovery Efforts

- SC EMA Assessors conducted 203 assessments of homes and business Thursday and Friday Oct. 7-8.
- Red Cross and Salvation Army began assessments and serving meals Thursday.
- Southern Baptist Convention Disaster Relief began deploying resources to our area on Saturday Oct. 9.
- Red Cross and Salvation Army completed meal service Sunday night Oct. 10.
- On Monday Oct. 11 we were notified by SC EMA of over 100 new calls and emails requesting damage assessment.
- Our EOC was reopened at 8 am Tuesday Oct. 12, to begin assisting SC EMA with assessments.
 - Pelham deployed 5 Assessors to the field.
 - A Call Center was set up to reach back to those residents and businesses who were unaware they had been assessed, needed an assessment, or to gather information regarding their request.
 - Public Works began debris removal from all areas affected by the flood.
- Alabama EMA met with us Wednesday morning regarding FEMA Individual Assistance, SBA Loan, FEMA Public Assistance, the Governor's Disaster Declaration, and State Requests for Volunteer Assistance.
- 380 total Assessments for properties had been conducted by 4 pm Thursday Oct. 14.
 - 10 more assessments added since Thursday.
 - Major Damage – 137 homes and businesses
 - Minor Damage – 198 homes and businesses
 - Affected – 29 Homes and Businesses
- EOC for Recovery closed at 4 pm on Thursday Oct. 14.
- Southern Baptist Convention and Samaritan's Purse representative met with us Friday Oct. 15.
- SBC and Church of the Highlands had teams out Saturday and Sunday.
- Samaritan's Purse will be moving in tonight and begin operations tomorrow, Oct. 19.
- Mary Campbell and Celena Collet are monitoring pelhamflood@pelhamalabama.gov for new requests.
- Building Inspector Levis Peters and Andrew Golden are performing assessments as new requests come in.

Estimated Costs for EOC and Assessors as of Oct. 18

- Personnel Costs - \$9,500
- Food Expenses for Public Works and EOC Staff - \$620.65
- Municipal Consultants Estimated Costs - \$8500

Total: \$18,620.65

Damage Assessment Submittal

The City of Pelham's Damage Assessment information is 99% complete and we expect Shelby County EMA to have all of Shelby County's Damage Assessments complete by Friday Oct. 22, 2021 for submittal to the Alabama EMA. Alabama EMA will then work with the Governor's Office and FEMA to determine any assistance that our residents and businesses are qualified to receive.

Director of Development Services & Public Works Andre` Bittas updated the city council on the events and follow up of the flood event on October 6-7, 2021.

Mr. Bittas stated the following:

- The City of Alabaster has assisted the Pelham Public Works Department with debris cleanup and removal.
- The Shelby County Landfill has waived all tipping fees for the disposal of the flood debris.
- The Pelham Public Works Department will continue to make sweeps throughout the affected neighborhoods until all debris has been removed and hauled to the Shelby County Landfill.

REPORT OF THE CITY MANAGER – None

REPORT OF THE CITY ATTORNEY – 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. **Resolution 2021-10-18-01** for consideration to approve a request by T-Mobile for a special use permit to modify their equipment on an existing facility located at 2794-A Pelham Parkway was introduced by Council President Mercer.

Councilmember Coram moved to adopt Resolution 2021-10-18-01 and Councilmember Wash seconded the motion.

There being no further discussion, the motion to adopt Resolution 2021-10-18-01 passed unanimously by voice vote of those members present and the council president declared the same passed and adopted.

2. **Resolution 2021-10-18-02** for consideration to approve a contract for additional brand development and companion assets with Copperwing Design, LLC was introduced by Council President Mercer.

Councilmember Wash moved to adopt Resolution 2021-10-18-02 and Councilmember Coram seconded the motion.

There being no further discussion, the motion to adopt Resolution 2021-10-18-02 passed unanimously by voice vote of those members present and the council president declared the same passed and adopted.

3. **Resolution 2021-10-18-03** for consideration to participate in the 2022 Severe Weather Preparedness Tax Holiday – February 25-27, 2022 was introduced by Council President Mercer.

Councilmember Lanier moved to adopt Resolution 2021-10-18-03 and Councilmember Coram seconded the motion.

There being no further discussion, the motion to adopt Resolution 2021-10-18-03 passed unanimously by voice vote of those members present and the council president declared the same passed and adopted.

4. **Resolution 2021-10-18-04** for consideration to approve payment of funds to full time employees of the City of Pelham in lieu of participating in the city's health care benefits plan was introduced by Council President Mercer.

Councilmember Wash moved to adopt Resolution 2021-10-18-04 and Councilmember Coram seconded the motion.

There being no further discussion, the motion to adopt Resolution 2021-10-18-04 passed unanimously by voice vote of those members present and the council president declared the same passed and adopted.

5. **Resolution 2021-10-18-05** for consideration to authorize a one-time pay adjustment for unused sick time to those employees who did not end their employment voluntarily with the City of Pelham due to the transition of the management of the Pelham Civic Complex & Ice Arena to VenuWorks of Pelham, LLC was introduced by Council President Mercer.

Councilmember Coram moved to adopt Resolution 2021-10-18-05 and Councilmember Lanier seconded the motion.

There being no further discussion, the motion to adopt Resolution 2021-10-18-05 passed unanimously by voice vote of those members present and the council president declared the same passed and adopted.

6. **Resolution 2021-10-18-06** for consideration to approve the lone bid for appliances for the new Pelham Fire Station No. 3 was introduced by Council President Mercer.

Councilmember Lanier moved to adopt Resolution 2021-10-18-06 and Councilmember Wash seconded the motion.

There being no further discussion, the motion to adopt Resolution 2021-10-18-06 passed unanimously by voice vote of those members present and the council president declared the same passed and adopted.

7. **Resolution 2021-10-18-07** for consideration to approve the most responsive and responsible quote for furniture for the new Pelham Fire Station No. 3 was introduced by Council President Mercer.

Councilmember Coram moved to adopt Resolution 2021-10-18-07 and Councilmember Lanier seconded the motion.

There being no further discussion, the motion to adopt Resolution 2021-10-18-07 passed unanimously by voice vote of those members present and the council president declared the same passed and adopted.

8. **Resolution 2021-10-18-08** for consideration to approve a public works contract with Lower Bros. Tennis Courts for the resurfacing of the hard courts at the Pelham Racquet Club was introduced by Council President Mercer.

Councilmember Wash moved to adopt Resolution 2021-10-18-08 and Councilmember Coram seconded the motion.

There being no further discussion, the motion to adopt Resolution 2021-10-18-08 passed unanimously by voice vote of those members present and the council president declared the same passed and adopted.

9. **Resolution 2021-10-18-09** for consideration to approve the most responsive and responsible bid from Baird Contracting, Inc. for the installation of the city-wide radio read water meters was introduced by Council President Mercer.

Councilmember Coram moved to adopt Resolution 2021-10-18-09 and Councilmember Lanier seconded the motion.

There being no further discussion, the motion to adopt Resolution 2021-10-18-09 passed unanimously by voice vote of those members present and the council president declared the same passed and adopted.

10. **Resolution 2021-10-18-10** for consideration to approve additional architecture and engineering services with CMH Architects for the City Hall Renovation Project was introduced by Council President Mercer.

Councilmember Wash moved to adopt Resolution 2021-10-18-10 and Councilmember Coram seconded the motion.

There being no further discussion, the motion to adopt Resolution 2021-10-18-10 passed unanimously by voice vote of those members present and the council president declared the same passed and adopted.

11. **Resolution 2021-10-18-11** for consideration to approve a professional services contract for civil engineering and landscape architectural services for the parcel located at the corner of Shelby County Highways 52E and 35 was introduced by Council President Mercer.

Councilmember Coram moved to adopt Resolution 2021-10-18-11 and Councilmember Wash seconded the motion.

There being no further discussion, the motion to adopt Resolution 2021-10-18-11 passed unanimously by voice vote of those members present and the council president declared the same passed and adopted.

12. **Resolution 2021-10-18-12** for consideration to enter into a joint contract with Shelby County, Alabama for the 2021 Aerial Photography and Topographic Mapping Update was introduced by Council President Mercer.

Councilmember Coram moved to adopt Resolution 2021-10-18-12 and Councilmember Wash seconded the motion.

There being no further discussion, the motion to adopt Resolution 2021-10-18-12 passed unanimously by voice vote of those members present and the council president declared the same passed and adopted.

13. **Resolution 2021-10-18-13** for consideration to authorize an Agreement for Services with Shelby County, Alabama to provide plan reviews and inspection support services to the City of Pelham was introduced by Council President Mercer.

Councilmember Coram moved to adopt Resolution 2021-10-18-13 and Councilmember Wash seconded the motion.

There being no further discussion, the motion to adopt Resolution 2021-10-18-13 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.

- Bill Blank, 720 Cahaba Manor Court, Pelham, Alabama, spoke to the inadequate draining system in his neighborhood.
- Coy Cambron, 613 Cahaba Manor Court, Pelham, Alabama, spoke to the October 6-7, 2021 flooding event.
- Raymond Hayden 2647 North Chandalar Lane, Pelham, Alabama spoke to the October 6-7, 2021 flooding event and Camilla Ridge subdivision.
- Katherine Copeland, 2641 North Chandlar Lane, Pelham, Alabama spoke to the October 6-7, 2021 flooding event.
- Sean Anderson, 104 Cedar Cove Drive, Pelham, Alabama, spoke to the flooding event in his neighborhood on October 6-7, 2021.
- Tammy Anderson, 104 Cedar Cove Drive, Pelham, Alabama, spoke to the flooding event in her neighborhood on October 6-7, 2021.
- Henry Copeland, 2641 North Chandalar Lane, Pelham, Alabama, spoke to the flooding event on October 6-7, 2021. He mentioned the failure of detention ponds in his parents neighborhood at 524 Canterbury Road, Pelham, Alabama..
- Buny Hayden, 2647 North Chandalar Lane, Pelham, Alabama, spoke to the Camilla Ridge sub-division and the runoff caused by the construction of the homes.

COUNCIL COMMENTS

Councilmember Coram addressed the Public Comments during tonight's city council meeting.

Councilmember Wash stated the voices have been heard regarding the October 6-7, 2021 flood event. He further stated the city would be discussing the issues presented during tonight's Public Comments.

Councilmember Lanier stated there were many factors involved in the October 6-7 2021 flood event. She spoke to the need to reach out to Pelham's Homeowners Associations regarding regular maintenance of their retention and detention ponds.

Council President Mercer thanked the residents for coming out tonight and sharing their experiences with the city council. He stated the information gathered tonight would be forwarded to city staff for review. He noted the assistance from the non-profits, community and faith based organizations.

PUBLIC ANNOUNCEMENTS

1. The Pelham Fire Department is selling Breast Cancer Awareness T-Shirts for \$15. All proceeds benefit Breast Cancer Research. Shirts may be purchased during the month of October between 7:00 a.m. and 5:00 p.m., Monday through Friday at Fire Station No. 1.
2. Notice is hereby given regarding a change in the date and time of the following meetings of the Pelham City Council:
Work Session: Thursday, October 28, 2021, at 4:00 p.m.
Council Meeting: Monday, November 1, 2021 at 6:00 p.m.

These meetings of the Pelham City Council will be held at the Pelham Senior Center and are open to the public.

3. The Pelham Police Department will host National Night Out November 2, 2021 from 6:00 p.m. - 8:00 p.m. at Pelham City Park. National Night Out is designed to strengthen partnerships between first responders and the community. Enjoy public safety demonstrations and good conversations with your Pelham Police Officers and Firefighters.

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 8:25 p.m.

Respectfully submitted this 18th day of October 2021.

Tom Seale, MMC, City Clerk/Treasurer

Maurice Mercer, President of the Council

[SEAL]



PROCLAMATION

WHEREAS, for more than 40 years, hospice has helped provide comfort and dignity to millions of people, allowing them to spend their final months at home, surrounded by their loved ones; and

WHEREAS, the hospice model involves an interdisciplinary, team-oriented approach to treatment, including expert medical care, quality symptom control, and comprehensive pain management as a foundation of care; and

WHEREAS, beyond providing physical treatment, hospice attends to the patient's emotional, spiritual, and family needs, and provides family services like respite care and bereavement counseling; and

WHEREAS, palliative care delivers expertise to improve quality of life and relief from pain, can be provided at any time during an illness, and hospices are some of the best providers of community-based palliative care; and

WHEREAS, in an increasingly fragmented and broken health care system, hospice is one of the few sectors that demonstrates how health care can – and should – work at its best for its patient; and

WHEREAS, 1.55 million Americans living with life-limiting illness, and their families, received care from the nation's hospice programs in communities throughout the United States in 2018; and

WHEREAS, hospice and palliative care organizations are advocates and educators about advance care planning that help individuals make decisions about the care they want; and

WHEREAS, the Centers for Medicare and Medicaid Services have pledged to put patients first in all of its programs – including hospice – ensuring a coordinated and patient-led approach to care, protecting patient choice and access to individualized services based on a patient's unique care needs and wishes.

NOW, THEREFORE, be it resolved that I, Gary W. Waters, Mayor, by virtue of the authority vested in me by the City of Pelham, Shelby County, Alabama, do hereby proclaim the month of November 2021 as

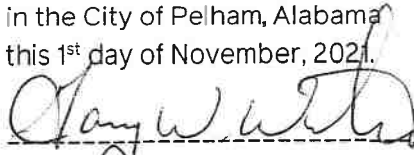
National Hospice and Palliative Care Month

in Pelham, Alabama.

FURTHERMORE, I encourage all citizens to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.



Given under my hand,
in the City of Pelham, Alabama
this 1st day of November, 2021.


Gary W. Waters, Mayor

First Responders Commendations City of Pelham Alabama 2021

Date: Monday, November 1st, 2021
Time: 6:00 PM CT
Event: City of Pelham, City Council Meeting
Location: Pelham Senior Center,
50 Racquet Club Pkwy, Pelham, AL 35124

Officers:

Mayor:

Gary Waters

Pelham City Council:

Maurice Mercer, President

Council Members:

David Coram

Larry Palmer

Rick Wash

Mildred Lanier

In recognition and appreciation of our community leaders and first responders who answer the call to serve, the Sons of the American Revolution (SAR) believes in recognizing those who represent the ideas of patriotism and citizenship. One such program is SAR Commendations.

To that end, given that the National First Responders Day was last Thursday, October 28, 2021, the Cahaba Coosa Chapter of the SAR would like to present Certificates of Appreciation to the City of Pelham Police Department and the City of Pelham Fire Department. In light of the massive rain and flooding experienced on the 6th of October 2021, we want to say THANK YOU.

Recorded from the Pelham Fire Department on Facebook:

281 Calls for service during the active flooding event

82 rescued from homes

15-20 rescued from vehicles

15 agencies assisted

107 emergency responders

16 boat staged and 12 were in the water at one point

RESOLUTION 2021-11-01-01

Authorizing a Lease Agreement for Golf Course Maintenance Equipment for Ballantrae Golf Club

WHEREAS, the City of Pelham desires to lease various pieces of golf course maintenance equipment for Ballantrae Golf Club; and

WHEREAS, the City of Pelham, Alabama, (The Lessee”) is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Alabama; and

WHEREAS, the City of Pelham is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into a lease agreement; and

WHEREAS, the City of Pelham hereby finds and determines that the execution of a 36-Month Lease Agreement for the purpose of leasing two (2) Toro Reel Master Fairway Mowers, two (2) Toro Greens Master Greens Mowers, one (1) Toro Grounds Master Natural Area Mower together with all attachments and accessories is appropriate and necessary to the function and operations of the Ballantrae Golf Club; and

WHEREAS, DLL Finance, LLC (the “Lessor”) shall act as Lessor under said Lease Agreement; and

WHEREAS, the Lease Agreement shall not constitute a general obligation indebtedness of the City of Pelham within the meaning of the Constitution and laws of the State of Alabama.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Pelham, Alabama:

Section 1. The Lease Agreement, in substantially the form as presently before the Pelham City Council, is hereby approved for the Lease Agreement No. FA-207895 between Jerry Pate Turf & Irrigation, Inc., Omnia Partners (Purchasing Cooperative), DLL Finance, LLC and the City of Pelham in the amount of \$7,697.33 per month for thirty six (36) months (\$92,367.96 annually, \$277,103.98 total lease agreement), and the Mayor of Pelham, Alabama is hereby authorized to negotiate, enter into, execute and deliver the Lease Agreement and related documents in substantially the form as presently before the Pelham City Council, with such changes therein as shall be approved by the Mayor, and which Lease Agreement will be available for public inspection at the office of the City Clerk/Treasurer.

Section 2. The City of Pelham shall, and the officers, agents and employees of the City of Pelham are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the City of Pelham with respect to the Lease Agreement.

Section 3. The City of Pelham’s obligations under the Lease Agreement shall be expressly subject to annual appropriation by the City of Pelham, and such obligations under the Lease Agreement shall not constitute a general obligation of the City of Pelham or indebtedness of the City of Pelham within the meaning of the Constitution and laws of the State of Alabama.

Section 4. All other related contracts and agreements necessary and incidental to the Lease Agreement are hereby authorized, ratified and approved.

Section 5. This Resolution shall take effect immediately upon its adoption and approval.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-11-01-01 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 1st day of November 2021.

Maurice Mercer President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned qualified 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 of Pelham, at a regular meeting of such Council held on the 1st day of November 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 1st day of November 2021.

Tom Seale, MMC City Clerk/Treasurer

[SEAL]



MEMORANDUM

TO: Gretchen DiFante, City Manager

cc: Tom Seale, City Clerk / Treasurer

FROM: Hal Brown, PGA General Manager

DATE: October 11, 2021

SUBJECT: GOLF COURSE MAINTENANCE EQUIPMENT LEASE AND PURCHASE

LEASE NUMBER: FA-207895

Ballantrae Golf Club is requesting approval of a 36 month lease agreement with DLL Finance LLC and Jerry Pate Turf for a new golf course maintenance equipment. The lease will be processed through the state purchasing corporative OMNIA. The new equipment will be used to mow the greens, fairways and other areas of the golf course. All the equipment is coverrf under a warranty during the entire term of the lease. Listed below is a breakdown of the equipment for your review. Thank you very much for your consideration!

Ballantrae Staff

Golf Course Equipment Total 36 Month Lease Payment	Quantity
Toro Reel Master Fairway Mower = \$64,187.16 per mower	2
Toro Greens Master Greens Mower = \$53,558.70 per mower	2
Toro Grounds Master Natural Area Mower = \$41,612.26	1
TOTAL MONLTY Payment = \$7,697.33	TOTAL COST = \$277,103.98



October 8, 2021

I have enclosed the Lease documentation for the equipment supplied by JERRY PATE TURF & IRRIGATION. After having the documents signed, please fax or email them back to me at 515-334-7897 or golf@dllgroup.com.

Please have an **Authorized Signor (CFO, COO, Mayor, Commissioner, Executive Director, Council President, City/County Manager, City/County Administrator)** sign and date the following:

- **Lease Agreement**
- **Exhibit A – Equipment Description**
- **Maintenance Agreement**
- **Property Tax Acknowledgment**
- **Authorization Agreement for Automatic Withdrawals (ACH) (OPTIONAL)**
- **Delivery and Acceptance Certificate**
 - May be completed via fax, if equipment has not been delivered at time of document signing
- **Agreement to Provide Physical Damage Insurance**

Please send the Advance Payment of **\$6,505.98** and Documentation Fee of **\$250.00** to the following address –
Attn: GOLF and TURF, DLL Finance LLC, 8001 Birchwood Ct., Suite C, P.O. Box 2000, Johnston, IA 50131

If you have any questions, please feel free to contact me at 1-800-873-2474. Thank you for your business.

Sincerely,

GEOFF HOFFMAN
Account Manager – Golf, Turf & Recreational Products

LEASE AGREEMENT (Golf Equipment – Municipal Entities)

Lessee's Budget Year Ends in the Month of:	Lease Agreement Number:	FA-207895
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TO OUR VALUED CUSTOMER: This Lease Agreement (this "Lease") has been written in "Plain English." The words "You" and "Your" are used in this Lease to mean the Lessee identified below. The words "We," "Us" and "Our" are used in this Lease to mean the Lessor who is DLL Finance LLC, 8001 Birchwood Court, P.O. Box 2000, Johnston, IA 50131 and any of our affiliates, subsidiaries, successors and assigns.

LESSEE	Full Legal Name: CITY OF PELHAM, ALABAMA			
	Mailing Address 1300 Ballantrae Club Drive	City Pelham	State AL	Zip 35124-6200

SUPPLIER	Name:	Jerry Pate Turf & Irrigation
	Address:	301 Schubert Drive, Pensacola, FL 32524
	Phone:	

TERM AND LEASE PAYMENT SCHEDULE

You agree to the following terms:

TERM

The Initial Term ("Term") shall be 36 months from the Commencement Date.

Commencing on: ☐ OR ☒ the 1st day of the month immediately following Borrower's signature on the Delivery and Acceptance Certificate and Lender's receipt thereof (the "Commencement Date").

PAYMENT

The aggregate sum due under this Lease includes lease payments and other amounts required to be paid under this Lease (each payment shall be referred to as a "Payment" and collectively as "the Payments") and shall be payable as follows:

The lease payment shall be as follows (the "Lease Payment"):

The first scheduled payment will be due on: ☐ OR ☒ the Commencement Date.

Each payment thereafter will be due:

☒ on the 1st day of the month or ☐ as indicated below.

Number of Payments:	Payment Amount:	Payment Frequency: ☒ Monthly ☐ Quarterly; or
36	\$6,355.05	On the following day(s)
Use tax per Payment (estimated):	Total Payment Amount with Sales/ Use Taxes (estimated):	
\$150.93	\$6,505.98	
Security Deposit:		

TAXES

Sales/use tax has been estimated above to provide an approximation of the taxes and total Payment amount. The actual sales and use tax may vary and may be, depending on state law, collected at the time this Lease is entered into or added to each Payment on the terms of this Lease. **Property tax will be billed annually and is due on invoice.** If the use tax payment box above is empty or indicates \$0, we anticipate receiving a valid exemption certificate. If such certificate is not received, Sales or use tax may be billed to you and/or added to the Payments.

PAYMENTS. You agree to make all Payments due under this Lease to Us at P.O. Box 14535, Des Moines, IA 50306 or at such other address as We may designate from time to time. Your Payments shall constitute a current expense and do not constitute a mandatory payment obligation of You in any fiscal year beyond Your current fiscal year. Your obligations hereunder shall not be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by You, nor shall anything contained herein constitute a pledge of Your general credit, tax revenues, funds, or moneys.

INSURANCE & TAXES. You are required to provide and maintain insurance related to the Equipment (defined below) and other items described in this Lease and to pay any property, use, sales, excise, and other taxes related to this Lease or any Equipment and to pay all license and registration fees assessed against this Lease or any Equipment. You agree to furnish Us with satisfactory evidence of Your tax exemption.

DELINQUENT PAYMENTS AND RETURNED CHECK CHARGE. Each Payment past due more than 10 days shall be subject to a late charge accrued at a rate equal to 1.75% per month from the due date until paid or \$1, whichever is greater, but in no event shall any late charge exceed the maximum amount allowed by law. If any check or payment is returned or rejected for insufficient funds or any other reason, You shall pay to Us a fee of \$25.00 or such other amount established by Us from time to time not to exceed the maximum amount permitted under applicable law. In Our discretion, such amount shall be paid on demand or added to the next Payment and You agree to pay such increased Payment amount.

TERMS AND CONDITIONS

1. Lease. We agree to lease to You and you agree to lease from Us, the equipment listed on the Equipment Schedule attached hereto and incorporated herein by reference, including all replacement parts, repairs, additions and accessories (the "Equipment") on the terms and conditions of this Lease and all exhibits, schedules and amendments hereto.

2. Term. Provided this Lease has been accepted and executed by both parties, this Lease shall become effective upon the Commencement Date and shall remain effective for an original term (the "Original Term") ending at the end of Your budget year in effect on the Commencement Date and shall be continued by You for additional one-year terms (each, a "Renewal Term") coinciding with Your budget year up to the total number of months indicated above as the Full Lease Term; *provided, however*, that at the end of the Original Term and at the end of each Renewal Term, You shall be deemed to have

continued this Lease for the next Renewal Term unless You shall have terminated this Lease pursuant to Section 3. Payments under this Lease shall be due as set forth on the Payment Schedule until the balance of the Payments and any additional Payments or expenses chargeable to You are paid in full. Payment amounts and other amounts required to be paid under this Lease shall be referred to in this lease as "Payments." Unless otherwise indicated in the Payment schedule provided above, the first Payment under this Lease is due when this Lease is signed by You and the remaining Payments will be due on the first day of each subsequent month through the expiration of the Term. You agree to pay Us the amount of all search fees, filing fees and administration fees specified in this Lease at the time this Lease is executed and, in any event, upon demand by Us, and to reimburse Us for the amount of all search and filing fees incurred by Us in connection with this Lease upon demand by Us. **EXCEPT AS PROVIDED IN SECTION**

3. THIS LEASE IS NON-CANCELABLE AND YOUR OBLIGATION TO PAY IN FULL THE PAYMENTS AND ANY OTHER AMOUNT DUE HEREUNDER IS ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND IS NOT SUBJECT TO AND SHALL NOT BE AFFECTED BY ANY ABATEMENT, SET-OFF, DISPUTE, CLAIM, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST ANY SUPPLIER, DEALER, VENDOR OR MANUFACTURER OF THE EQUIPMENT OR ANY OTHER PARTY FOR ANY REASON WHATSOEVER, ALL OF WHICH YOU HEREBY EXPRESSLY WAIVE AS AGAINST US. YOU AGREE NOT TO ASSERT AGAINST US ANY CLAIMS OR DEFENSES YOU MAY HAVE WITH RESPECT TO ANY EQUIPMENT. In no case shall We be liable for any special, incidental or consequential damages based upon any legal theory, including, but not limited to, loss of profits, loss of use of the Equipment, the claims of third parties or damage to the Equipment.

3. Non-Appropriation of Funds. Notwithstanding anything to the contrary contained herein, You warrant that You have funds available to pay all Payments that are to be paid hereunder through the end of Your current appropriation period. If Your legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and You do not otherwise have funds available to lawfully pay the Payments (a "Non Appropriation Event"). You may, subject to the conditions herein and upon prior written notice to Us (the "Non-Appropriation Notice"), effective the later of (a) 60 days after such Non-Appropriation Notice, or (b) the end of Your then-current appropriation period (the "Non-Appropriation Date"), terminate this Lease and be released of Your obligation to make all Payments coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Section, You shall (a) provide with the Non-Appropriation Notice a sworn affidavit of a responsible official that a Non-Appropriation Event has occurred and that You have attempted to obtain funding, in good faith, from all available funding sources, but those efforts have failed to obtain funding for the Payments, (b) return the Equipment on or before the Non-Appropriation Date to Us or a location designated by Us, in the condition required by, and in accordance with the return provisions of, this Lease, at Your expense, and (c) pay Us all sums payable to Us under this Lease up to the Non-Appropriation Date. In the event of any Non-Appropriation Event, We shall retain all sums paid hereunder or under the Lease, including the security deposit, if any, specified in this Lease. Termination pursuant to this Section shall not constitute a Default under this Lease; provided that the Parties agree that this Section is not intended to permit You to terminate this Lease at will or for convenience.

4. Delivery and Acceptance; DISCLAIMER OF WARRANTIES. You agree to accept each item of Equipment in its as-is condition when delivered and, if requested by Us, to execute the Delivery and Acceptance Certificate supplied by Us as evidence thereof. **YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You also agree that neither the manufacturer nor the supplier of the Equipment is an agent of Ours. If the Equipment is covered by a manufacturer's warranty, such warranty shall be extended to You if automatically assignable. You agree that there shall be no abatement of any Payment obligation because of unavailability of the Equipment during periods of its warranted or non-warranted repair. You agree to hold Us harmless from specific performance of this Lease and from damages, if, for any reason, the supplier, manufacturer, vendor or any other party fails to deliver, or delays in delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. You agree that any delay in delivery of or defect in the Equipment shall not affect the validity of this Lease or the obligation to make Payments hereunder. Your execution of a Delivery and Acceptance Certificate in the form attached hereto shall conclusively establish that the Equipment covered thereby is acceptable to You for all purposes of this Lease.

5. Use, Maintenance and Return of Equipment. You agree that all Equipment is to be used for commercial purposes and that the Equipment will not be moved outside of the contiguous forty-eight states of the United States and to notify Us of each change in the place where the Equipment is located or used not more than twenty (20) days following each change in location. You further agree as follows: (a) to operate the Equipment in a careful manner; (b) to maintain the Equipment in good repair and repair any damage thereto; (c) restrict the Equipment's use to experienced and competent operators employed by You; (d) to use the Equipment only in the conduct of Your business; (e) properly house and store the Equipment when not in use; (f) not to rent or sub-lease the Equipment without Our prior written consent except as described in Section 17; (g) to not allow any lien, encumbrance or security interest (other than as created pursuant to this Lease, if any) attach to any Equipment; (h) to comply with all laws and regulations relating to the possession, operation and use of the Equipment; and (i) to pay all license and registration fees and all sales, use, excise, property and all other federal, state and local taxes assessable against this Lease and/or any Equipment, including without limitation, its use or operation and to reimburse Us, upon demand, as additional rent, the amount of any such taxes or costs paid by Us. Upon the expiration or termination of the Lease, You agree to make the Equipment available for pick up by Us at Your cost and expense and in the same condition as when delivered, ordinary wear and tear excepted, free of any lien, encumbrance or security interest claimed by any person. You will not in any event subject the Equipment to any abrasive, corrosive or abnormal working conditions or any environmentally hazardous substance (under any applicable federal, state or local law, rule or regulation) without Our prior written consent. You shall notify Us of any change in the state of Your location (as such term is defined in the Uniform Commercial Code) not more than twenty (20) days following each change. In addition to all other amounts payable hereunder, You hereby agree to pay to Us, upon demand, all charges for the late return of any Equipment, all charges incurred by Us to repair any excessive wear and tear to any Equipment (including but not limited to repair or replacement of engine, drive train, glass, metal work and trim, rips, tears, tires in an unsafe condition and any other unsafe or abnormal condition of the Equipment), plus an amount equal to the Rate Per Excess Hour multiplied by any units of use of any Equipment in excess of the Hours of Use During Lease Term shown on the Lease. You agree to be responsible for and to pay the entire cost of all necessary maintenance and repair of the Equipment. In maintaining and repairing any Equipment, You shall conform to the recommended practices and procedures of the manufacturer of the Equipment, and shall not, without Our approval, effect any modification or alteration of or to any Equipment. You shall comply with any mandatory or recommended product recalls issued by the manufacturer. All replacement parts and improvements incorporated into

DLL 4833-2 (05/15) For municipal golf leases in all states except AR

any Equipment shall become Our property. Should this Lease be terminated prior to the expiration of the Term, the applicable Hours of Use During Lease Term will be prorated by multiplying this unit total by the actual lease term in months divided by the Term in months and the Rate Per Excess Hour will apply to all units of use in excess of this prorated unit total. We may, at any reasonable time, access the premises where the Equipment is located so that We may inspect the Equipment's existence, location, installation, condition and/or maintenance.

6. Risk of Use, Damage and Destruction. You assume all risk arising from the possession and operation of the Equipment and agree to defend and indemnify Us and hold Us harmless from all claims, demands, damages and losses, including reasonable attorneys' fees and expenses, arising therefrom. In the event of the theft, destruction or other total loss with respect to any item of Equipment (each item of Equipment singularly referred to herein as the "machine") during the Term or any extension thereof, You shall provide Us prompt written notice. In the event of damage thereto from any cause which in Our judgment cannot be economically repaired, or in the event of the loss of the machine, its theft, or removal from Your possession by the operation of law or otherwise, then, but only with respect to that machine, this Lease shall terminate and You shall immediately pay to Us, only with respect to that machine, the sum of all past due and future Payments for the then-current Term and interest thereon, Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, plus the residual value associated with such machine, all as indicated in Our books and records. In the event the Lease covers two or more items of equipment, the Payment allocation shall be based on the pro-rata relationship of the Minimum Equipment Insurance Amount Required, as shown in this Lease, to the total Payments. The Payments due under this Lease on the remaining items of equipment following such termination shall be reduced by the unpaid balance of the Payments allocable to the lost piece of equipment as set forth above. The amount of any insurance proceeds received by Us because of such destruction or event, and the amount received by Us upon the disposition of the machine should it be recovered, shall be deducted (i) first, from the residual value of such machine as indicated in Our books and records (the "Residual Value"), and (ii) second, from the Payments, any excess amount over the Residual Value. In the event of damage to any machine, which damage in Our judgment can be economically repaired, then this Lease shall not be terminated with respect to the machine, but rather the machine shall be restored to its original condition by You, at Your expense. We shall apply the amount of any insurance proceeds received by Us because of such damage first to the repair of the machine and any excess amount of insurance proceeds shall be credited to the Payments.

7. Insurance. You shall purchase and maintain, at Your expense: (a) standard all risk type property damage insurance (covering theft, destruction and/or damage) for the Equipment's full replacement value and in no event less than the Minimum Equipment Insurance Amount Required (as indicated on the Equipment Schedule) with a maximum deductible equal to the greater of \$500.00 or five percent (5.0%) of the adjusted loss; (b) liability insurance in an amount of at least one million dollars (\$1,000,000) (five million dollars (\$5,000,000) if the Equipment or any single machine is deemed a "motor vehicle" under applicable law in the state where You are located) that protects You and Us against the risk of personal injury and physical damage (to property other than the Equipment itself) arising out of or resulting from or because of the operation of the Equipment; and (c) workers' compensation coverage as required by the laws of the state in which You are located. All insurance required herein must be in a form and from an insurer satisfactory to Us and You shall keep such insurance in effect during the Full Lease Term. Evidence of all such insurance shall be provided to Us and such insurance shall provide Us with 10 days advance notice of modification or cancellation and name Us as loss payee. If such insurance is modified, cancelled or allowed to lapse, We may (but shall not be obligated to) purchase or otherwise provide such insurance from an insurer of Our choice, which may be an affiliate of Ours. The costs, limits, terms, conditions and coverage of such replacement insurance, if any, may vary from any previous coverage. We may add the costs of acquiring and maintaining such insurance and Our fees for Our services in placing and maintaining such insurance (collectively "Insurance Charge") to the Payments and You agree to pay such amount, together with interest thereon at a rate per month of 1.75% from the date such insurance was purchased or provided by Us until paid. You agree that such Insurance Charge and additional amounts and the interest thereon shall, as specified by Us, either be paid on demand or be added to the Payments and You promise to pay the resulting increase in the Payments and agree that We may make a profit. We shall have no responsibility to You for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which You may be entitled or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Us. Nothing in this Lease will create an insurance relationship of any type between Us and/or any person or party. **Insurance coverage for personal liability or physical damage caused to the property of others is not provided.**

8. UCC Filings; Article 2A Provisions; Finance Lease Status. We are the owner of and will hold title to the Equipment under this Lease. Although the Equipment may become attached to real estate, it is and will remain personal property and will not become a fixture. If this Lease is deemed to be a security agreement, You grant us a security interest in the Equipment, whether categorized as inventory, goods or otherwise, under the Uniform Commercial Code ("UCC"), as collateral to secure payment of all of Your present and future obligations owed to Us including without limitation, Your Payments and We shall be entitled to all rights of a secured party under the applicable UCC with respect thereto. You authorize Us to prepare and file against You a financing statement describing the Equipment. You hereby authorize, ratify and approve any financing statement covering Equipment filed by Us on or prior to the date hereof. The parties intend this Lease to be a true lease and the filing of a financing statement shall not be construed as evidence to the contrary. You agree Article 2A- Leases of the UCC applies to this Lease, and this Lease will be considered a "Finance Lease" as that term is defined in Article 2A. By signing this Lease, You acknowledge and agree that the Supplier identified in the Lease is the supplier (as that term if defined in Article 2A of the UCC) of the Equipment and that You Have been informed that You are entitled to the promises and warranties provided by the manufacturer, dealer, vendor or other person supplying the Equipment in connection with the contract by which We acquired the Equipment (the "Supply Contract") and that You may contact the manufacturer, supplier, dealer or vendor of the Equipment for a description of any rights or warranties that You may be entitled to under the Supply Contract. With respect to this Lease, TO THE

EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY UCC ARTICLE 2A, including without limitation, Section 2A-508 through 2A-522 of the UCC. You also represent that all trade-in property is free and clear of all security interests, liens and encumbrances.

9. Assignment / Sub-Lease. You may not assign this Lease or any of Your rights hereunder, nor may You sell, transfer, sublease, rent or lend any Equipment or permit it to be used by anyone other than Your employees without Our prior written consent except as described in section 18. We may assign this Lease without notice or consent and the assignee shall succeed to all of Our rights. Any such assignee shall have all of Our rights, remedies, powers and privileges under this Lease, but shall have none of Our obligations.

10. Default. Each of the following is a "Default" under this Lease: (a) You fail to pay any Payment or any other payment obligation when due under this Lease; (b) You do not perform any of Your other obligations under this Lease or in any other agreement with Us or with any of Our affiliates; (c) any representation or warranty made by You proves to be incorrect in any material respect when made; (d) You become insolvent, or are generally unable to pay Your debts when due, You dissolve or are dissolved, or You assign Your assets for the benefit of Your creditors, You seek appointment of a receiver, custodian or other similar official for You or for Your assets, or You commence or have commenced against You any action for relief under any bankruptcy, insolvency or reorganization laws; (e) You sell all or substantially all of Your assets or property, (f) You shall or shall attempt to abandon, remove, sell, encumber, rent or sublet any item of Equipment except as described in section 18; (g) You shall suffer a material adverse change in Your financial condition or operations; (h) You shall cause or suffer to exist any sale or transfer of any interest which would result in a change in majority ownership of You; (i) You shall amalgamate, merge or consolidate with another entity without Our consent; (j) any guarantor of Your obligations under this Lease dies, does not perform such guarantor's obligations under the guaranty, or becomes subject to one of the events listed in clause (d), (e), (f), (g), (h) or (i) above; or (k) any letter of credit required under this Lease is breached, canceled, accelerated, terminated or not renewed for any reason.

11. Remedies. In the event of a Default or an event which, with the passage of time, would constitute a Default hereunder, We may, at Our option: (a) cancel or terminate this Lease or any or all other agreements that We have entered into with You; (b) declare the entire unpaid balance of all Payments immediately due and payable without notice or demand and require You to immediately pay Us, as compensation for loss of Our bargain and not as a penalty, a sum equal to (i) all past due and future Payments and interest thereon for the then-current Term, (ii) Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, and (iii) the Residual Value of the Equipment; (c) require You to deliver the Equipment to Us; (d) peacefully repossess the Equipment without court order and You will not make any claims against Us or our agents for damages or trespass or any other reason; (e) appoint a receiver/manager; (f) charge You interest on all monies due to Us at the rate of 1.75% per month from the due date thereof until paid but in no event more than the maximum rate permitted by law; (g) advise any or all account parties and any of Your renters, lessees and borrowers of the Equipment to make all rental, lease and loan payments to Us and/or direct them to return the Equipment to Us upon the expiration of the rental, lease or loan term; and (h) exercise any other right or remedy available at law or in equity. **You agree to pay all of Our costs and expenses, including, without limitation, reasonable attorney's fees and expenses and collection agency fees and expenses, of enforcing Our rights against You, for the recovery or repossession of Equipment and in the collection of Your obligations to Us under this Lease.** If We take possession of any Equipment, We may sell, re-lease or otherwise dispose of it with or without notice, at a public or private sale, on Your premises or elsewhere and apply the net proceeds (after We have deducted all costs related to the sale or disposition of the Equipment) (i) first, to the Residual Value; (ii) second, to Payments, Taxes, fees and charges that would have become due in the course of the Full Lease Term; and (iii) to the amounts that You owe Us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that remain due after We have applied such net proceeds. If You fail to deliver the Equipment upon demand by Us or fail to return the Equipment in a timely manner, as determined by Us, upon the termination or expiration of this Lease or upon Default and We do not recover the Equipment, then You shall be additionally liable to Us for the fair market value of the Equipment at the time of termination or expiration of this Lease or at the time of Default, whichever is earlier. The remedies provided by this Lease in favor of Us shall not be deemed exclusive, but shall be cumulative and in addition to all other remedies in Our favor existing at law or equity or by statute or otherwise, and may be enforced concurrently or separately. No failure or delay on Our part in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Lease. A waiver of default shall not be a waiver of any other or subsequent default. Our recovery hereunder shall not exceed the maximum recovery permitted by law.

12. Renewal. Unless this Lease is earlier terminated pursuant to Section 3, You must give Us at least 60 (but not more than 180 unless waived by Us in Our sole discretion) days written notice before the end of the Full Lease Term that You will return the Equipment to Us. Until You give Us such written notice: **(a) the Lease will automatically renew on a month-to-month basis (each a "Renewal Month Term") until You provide Us 60 days prior written notice that You will return the Equipment to Us (in which case the Lease will renew for two additional Renewal Month Terms), each Renewal Month Term will commence immediately upon the expiration of the then current term and (b) the terms of the Lease, including without limitation the amount of the Payment, will continue to apply and (c) Your security deposit, if any, will continue to be held to secure Your performance during the Renewal Month Term.**

13. Indemnification. You are responsible for any losses, damages, penalties, claims, suits and actions, including, without limitation, court costs and attorney's fees and expenses, (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, operation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or (c) this Lease (and any supplements and amendments hereof). To the maximum extent permitted by applicable law, You agree to reimburse Us for and, if We request, to defend Us against any Claims. This indemnification will continue even after the termination of this Lease or full payment of all obligations owed by You hereunder.

14. Representations, Warranties and Covenants. You represent, warrant and covenant as follows: (a) You are a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the state in which You are DLL 4833-2 (05/15) For municipal golf leases in all states except AR

located; (b) You are authorized under the constitution and laws of said state to enter into this Lease and the transaction contemplated hereby and to perform all of Your obligations hereunder; (c) You have been duly authorized to execute and deliver this Lease by proper action and approval of Your governing body at a meeting duly called, regularly convened and attended throughout by requisite majority of the members thereof or by other appropriate official approval; (d) this Lease constitutes Your legal, valid and binding obligation enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (e) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a Default exists at the Commencement Date; (f) You have in accordance with the requirements of lawfully budgeted and appropriated sufficient funds for the current fiscal year to make the Payments scheduled to come due during the Original Term and to meet Your other obligations for the Original Term and such funds have not been extended for other purposes; (g) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a corporate and body politic; (h) You have complied with such public bidding requirements as may be applicable to this Lease and Your acquisition of the Equipment hereunder; (i) there is no action suit, proceeding inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting You or this Lease, nor to the best of Your knowledge is there any basis therefore wherein an unfavorable decision ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Lease or materially adversely affect Your financial condition or properties; (j) You have obtained all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Lease or in connection with the performance of Your obligations hereunder; (k) the entering into and performance of this Lease or any other document or agreement contemplated hereby to which the You are or are to be a party will not violate any judgment, order, law or regulation applicable to You or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any of Your assets or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which You are a party or by which You or Your assets maybe be bound, except as herein provided; (l) the Equipment described in this Lease is essential to Your function or to the services You provide to Your citizens. You have an immediate need for, and expect to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future and the Equipment will be used by You only for the purpose of performing one or more of Your governmental or proprietary functions consistent with the permissible scope of Your authority and will not be used in the trade or business of any other entity or person; (m) You have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement. Your representations, warranties and covenants shall survive beyond the Full Lease Term and the termination of this Lease.

15. Choice of Law and Jurisdiction; Waiver of Jury Trial. The law of the state of Your address shown on the front page hereof shall govern all matters relating to this Lease. This Lease shall not be enforceable by You until signed by Us in our Johnston, Iowa offices. **To the extent permitted by applicable law, You also waive Your right to a trial by jury.**

16. Waivers. You acknowledge receipt of an executed copy of this Lease. Where permitted by law, You waive Your right to receive a copy of any financing statement, financing change statement, verification statement or other similar instrument filed or issued at any time in respect of this Lease or any amendment hereof. To the extent permitted by law, You, being fully aware of the rights and benefits afforded to You by statute, hereby waive the benefits of all provisions of any applicable statute, including, without limitation, any statute relating to leases, conditional sales, or regulatory credit, and of any regulations made thereunder in any and all states of the United States, which would, in any manner, affect, restrict or limit Our rights hereunder. You also waive and assign to Us the right of any statutory exemption from execution or otherwise and further waive any rights to demand security for costs in the event of litigation.

17. TAX TREATMENTS AND INDEMNIFICATION. Unless otherwise provided, this Lease is entered into on the assumption that We are the owner of the Equipment for income tax purposes and are entitled to certain federal and state tax benefits available to an owner of the equipment (collectively "Tax Benefits"), including without limitation, accelerated cost recovery deductions and deductions for interest incurred by the Lessor to finance the purchase of the Equipment, available under the Internal Revenue Code of 1986, as amended (the "Code"). You represent, warrant, and covenant to Us that (a) the Equipment will be used for a governmental or proprietary purpose; (b) You are a tax-exempt entity (as defined in Section 168(h) of the Code); (c) You will use all Equipment solely within the United States; and (d) You will take no position inconsistent with the assumption that We are the owner of the Equipment for any tax purposes. You and Us contemplate that the Equipment will be exempt from all Taxes. If, however, because of any of Your acts or omissions or any party acting through You, or the breach or inaccuracy of any representation, warranty or covenant made by You, We reasonably determine that we cannot claim, are not allowed to claim, or that we may lose or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Lease (a "Tax Loss"), then You will, promptly upon demand, pay to Us an amount sufficient to provide Us the same after-tax rate of return and aggregate after-tax cash flow through the end of the term of such Lease then in effect that We would have realized but for such Tax Loss.

You will be responsible for as and when due and shall indemnify and hold Us harmless from and against all present and future taxes and other governmental charges, including, without limitation, those for sales, use, leasing and stamp taxes, license and registration fees, and amounts in lieu of such taxes and charges plus any penalties or interest on any of the above, (all of the foregoing are collectively the "Taxes"), imposed, levied upon, assessed in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of the Equipment, or based upon or measured by the Payments or receipts with respect to this Lease. If You do not pay any of the Taxes, We have the right, but not the obligation, to pay them on Your behalf. You will not, however, be obligated to pay any taxes on or measured by Our net income. You authorize Us to add to the amount of each Payment any Taxes that may be imposed on or measured by such Payment. We do not have to contest any Taxes, fines or penalties. We will file all personal property,

use or other Tax returns as required by law under this Lease. In such case, You will pay to Us on demand, as an additional Payment, the amount of the personal property tax We are required to pay. You agree to reimburse Us with the next Payment for any Taxes We pay, plus a fee to Us for collecting and administering any Taxes and remitting them to the appropriate authorities on which we may make a profit and interest thereon at the highest legal rate allowed, from the date due until fully paid. If You do not pay this reimbursement with the next Payment You agree to pay Us interest on those amounts at the highest legal rate allowed from the due date until paid in full. **We make no recommendation, representation or warranty as to the treatment of this Lease for tax or accounting purposes.** You acknowledge that You have consulted with Your tax and accounting advisors concerning the appropriate tax and accounting treatment of this Lease and have not relied on advice from Us; and You hold Us harmless for any adverse consequences resulting from Your tax and accounting treatment of this Lease.

18. Golf Cars. If the Equipment includes golf cars, with respect to the golf cars only, notwithstanding the limitations in Section 5, 9 and 10 You may rent the golf cars on a daily or per-round basis to Your patrons, in the ordinary course of Your business. To the extent You complete an exemption certificate relative to personal property taxes on the golf cars, You agree to indemnify Us from and against any Claims related to the failure to pay personal property taxes based on such representation and You agree that you are responsible for remitting any and all required sales, use or other tax required as a result of the rental of the golf cars to patrons.

19. Financial and Credit Information; Communication Methods. You authorize Us to obtain credit bureau reports and make other credit inquiries that We determine are necessary and agree that without further notice We may use or request additional credit bureau reports to update Our information so long as You have any outstanding indebtedness or obligations owed to Us. You further agree to provide Us, promptly after request therefor by Us, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning You that We determine are necessary. Providing Your email address and/or telephone number in Your credit application or otherwise is Your acknowledgment that We may retain Your email address and/or telephone number for further communication with You. You agree to allow Us to conduct business with You using email or by calling You, regardless of the purpose of Our communication, which may include, without limitation, collections and notices under Your agreements with Us. We reserve the right to use the method of communication We deem best in interacting with You.

20. Facsimile. This Lease may be executed by a party and transmitted by facsimile or electronic mail. You agree that a copy of this Lease bearing Your signature which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. You further agree not to object to the admissibility of such copy into evidence under the business records to the hearsay rule or the best evidence rule or otherwise and expressly waive any right to do so. The original or a facsimile or electronic copy of this Lease which bears both a signature of Us and You and Our original signature shall be deemed the execution original of this Lease for the purposes of taking possession of this Lease for all other purposes.

21. Miscellaneous. You agree the terms and conditions contained in this Lease constitute the final agreement between You and Us and is the exclusive expression of our agreement regarding the lease of the Equipment. All earlier and contemporaneous negotiations and agreements between You and Us on the matters contained herein are expressly merged into and superseded by this Lease. Any modification or addition to the

terms of this Lease must be in a written agreement identified as an amendment and signed by Us. **You agree, however, We are authorized, without notice to You, to insert in this Lease and/or the Equipment Schedule any serial number, model numbers and/or make of any item of Equipment, correct any errors in such information reflected in this Lease and/or the Equipment Schedule and correct any other patent errors or omissions in the description of any item of Equipment reflected in the Equipment Schedule, to supply information missing from this Lease or the Equipment Schedule and to correct any obvious errors in this Lease or in the Equipment Schedule.** Without limiting the foregoing, You agree we may insert the date and Number of this Lease after Your execution of the Lease. If We delay or fail to enforce any of Our rights under this Lease, We will still be entitled to enforce those rights at a later time and such rights shall not be waived. Any waiver by Us of any breach or default will not constitute a waiver by Us of any additional or subsequent breach of default nor shall it be a waiver of any of Our rights. Any waiver of a remedy, term or condition or change to the terms and conditions of this Lease must be in writing and signed by Us. All notices shall be given in writing by the party sending the notice and shall be effective when (a) deposited in the U.S. mail, with first class postage prepaid, or (b) sent by overnight courier of national reputation, in either case, addressed to the party receiving the notice at the address shown on the front of this Lease (or to any other address specified by that party in writing). All of Our rights and indemnities will survive the termination of this Lease. Our rights, privileges and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing during the Term of this Lease, shall survive and be enforceable by Us and Our successors and assignees. Payments received may be applied at Our discretion to obligations hereunder or to any other indebtedness owed by You to Us despite directions, if any, appearing on the remittance or communicated to Us otherwise, and to late charges first and then to the amount owing. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in inverse order of maturity, and any remaining excess will be refunded to You. If You do not perform any or all of Your obligations under this Lease, We have the right, but not the obligation, to take any action or pay any amounts We believe are necessary to protect Our interest. You agree to reimburse Us immediately upon Our demand for any such amounts We pay. In the event any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the parties hereto agree such provision shall be ineffective and the remaining provisions of this Lease shall remain in full force if the essential provisions of this Lease for each party remain valid, legal, and enforceable. Any provision of this Lease which is, for any reason, unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. This Lease and Equipment Schedule shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You shall promptly execute and deliver to Us such further documents and take such further action as We may request to more effectively carry out the intent and purpose of this Lease and the Equipment Schedule. Words importing the singular include the plural and vice versa and words importing gender include all genders. If more than one lessee has signed this Lease, each of You agree Your liability is joint and several. Restrictive or similar endorsements contained on or provided in connection with any Payment You make shall not be binding on Us. Time is of the essence under this Lease.

BY SIGNING THIS AGREEMENT: (I) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS AGREEMENT (II) YOU AGREE THAT THIS IS A NET LEASE, THAT YOU CANNOT TERMINATE OR CANCEL, THAT YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE ANY SUCH PAYMENTS FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, FUNDAMENTAL BREACH, (III) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO, (IV) YOU CONFIRM THAT YOU HAVE DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL PURCHASE PRICE AND (V) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF YOUR ADDRESS ON THE FRONT PAGE HEREOF AND YOU EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the date set forth on the first page of this Lease.

LESSEE SIGNATURE	CITY OF PELHAM, ALABAMA			LESSOR SIGNATURE	DLL Finance LLC, At: 8001 Birchwood Court, Johnston, IA 50131	
	Lessee				Authorized Signature	
						
	Authorized Signature				Print Name & Title	
Print Name Title Date			Date			

Equipment Schedule

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour
	NEW	TORO RM3575 FAIRWAY MOWER (QTY 2)		\$289,616..89	N/A	1800	\$8.00
	NEW	TORO GR3300 RIDING GREENS MWR (QTY 2)			N/A	1800	\$8.00
	NEW	TORO GM3500D ROUGH MOWER			N/A	1800	\$8.00

Note: Although the Equipment listed above may be described as "New", that description does not mean it was necessarily manufactured in the current year.

I have reviewed and acknowledge and agree that the Equipment description above is accurate and complete.

LESSEE SIGNATURE	CITY OF PELHAM, ALABAMA		
	Lessee		
	Authorized Signature		
	Print Name	Title	Date



Delivery and Acceptance Certificate

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour
	NEW	TORO RM3575 FAIRWAY MOWER (QTY 2)		\$289,616..89	N/A	1800	\$8.00
	NEW	TORO GR3300 RIDING GREENS MWR (QTY 2)			N/A	1800	\$8.00
	NEW	TORO GM3500D ROUGH MOWER			N/A	1800	\$8.00

The undersigned hereby certifies that Lessee has leased all items described in (the "Equipment") pursuant to the Lease Agreement between DLL Finance LLC ("Lessor") and the Lessee identified below and in the Lease Agreement No. FA-207895 (the "Lease") and further certifies that:

- (i) the Equipment has been delivered to and has been received by Lessee;
- (ii) all installation or other work necessary prior to the use thereof has been completed;
- (iii) all Equipment has been examined by Lessee, is in good operating order and condition, and is in all respects satisfactory to Lessee;
- (iv) the Equipment is accepted by Lessee for all purposes under the Lease Agreement and the Lease.

LESSEE SIGNATURE	CITY OF PELHAM, ALABAMA		
	Lessee		
	Authorized Signature		
	Print Name	Title	Date

MAINTENANCE AGREEMENT (GOLF)

Lease Case ID:	FA-207895
Lessee:	CITY OF PELHAM, ALABAMA
Lessor:	DLL Finance LLC
Date:	10/08/2021

This Maintenance Agreement (the "Agreement") relates to all Equipment, as defined in the Lease Agreement identified above between the Lessee and Lessor identified above (the "Lease Agreement") and each Lease entered into pursuant to the Lease Agreement. In this Agreement, "YOU" and "YOUR" refer to the Lessee, "WE", "US" and "OUR" refer to the Lessor, "Unit" refers to each item of Equipment and "Returned Unit" refers to each Unit which is not purchased at the end of Term of the Lease. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Lease Agreement. By signing below, YOU agree with US as follows with respect to each Unit:

1. MAINTENANCE, USE AND GENERAL REQUIREMENTS. YOU agree:

- To care for and operate each Unit in a careful and prudent manner and to operate and maintain each Unit in accordance with the manufacturer's operating, maintenance and technical manuals and other instructions concerning operation and maintenance.
- YOU shall be responsible for and agree to pay all costs, including but not limited to, fees, taxes and duties, associated with tear down and loading of each Returned Unit and with shipping, delivery and unloading of each Returned Unit to the site designated by US.
- To perform any and all maintenance on each Unit at intervals recommended by manufacturer, use only genuine manufacturer filters and parts for all maintenance and repairs and to operate, maintain and make any and all repairs to each Unit as necessary so that each Returned Unit, when returned to US upon termination of the Lease, is free of any Excessive Wear and Tear and is able to perform all tasks under rated load.
- To operate each Unit during the term of the Lease only in the applications for which they were designed and manufactured.
- To maintain a working engine hour meter for each Unit at all times and to keep complete records of all hour meter changes for each Unit along with major component change outs and routine maintenance and repair records. If Hour meter or dash panel has been tampered with, WE have the right to estimate the actual number of hours of use and to charge for any excess use as described in the Lease.
- To fully implement all service contracts applicable to each Unit and that all maintenance and repairs for each Unit are made on schedule.

2. EXCESSIVE WEAR AND TEAR. Any of the following constitute Excessive Wear and Tear of a Returned Unit and a violation of this Agreement: (This is not intended to be an exhaustive list)

- Computer systems (including without limitation GPS) and/or safety and emission control equipment not in proper working order.
- Mechanical components that are missing, broken or unsafe or that do not operate normally.
- Wear on power train assembly that exceeds manufacturer's then-current standards for normal wear and tear.
- Brake drums that are cracked or exceed manufacturer's recommended wear limits, brake linings showing less than 50% remaining wear, or brakes that leak oil or fluid.
- Any air filters not within manufacturer's specifications.
- Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry, clean and dust-free.
- Any pumps, motors, hoses, lines, couplers, valves or cylinder not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis).
- Returned Unit has not been serviced according to the manufacturer's manual.
- Any hydraulic line, engine hose, radiator, fuel cell or line, transmission, drive train, or air conditioner leaks engine oil, water fuel, coolant, transmission oil, hydraulic fluid or other liquid or gas.
- Leaky lubrication seals, improperly tightened track tension, cracked or broken track shoes or fasteners, less than 50% of original life remaining on any parts, or any undercarriage components not being of the original size, type, grade or manufacturer.
- Mufflers/exhaust pipes burnt out or corroded.
- Evidence of flood, fire, accident or excessive water damage.
- Holes, tears or burns on the dash, floor covers, seats, headliners, upholstery or interior.
- Any hour meter or gauge or the dash has been tampered with or rendered inoperable, missing keys and/or ignition is broken or inoperable.
- Seat suspension, hinges or seat belts broken or inoperable.
 - Any dent larger than 2" in diameter, and/or more than 3 dents or scratches per panel or more than 10 dents or scratches on the entire unit.
 - Any scratch 4" or longer that reaches the metal skin and/or any broken or any cracked fiberglass shells or panels.
 - Any single chip the size of a quarter or larger or multiple smaller chips within 1 square foot.
 - Substandard paint, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint.
 - Rust holes in the body metal or a rust spot that covers more than a 2" area.
 - Any glass (Plexiglas, plastic or real) that must be replaced due to cracks, chips or missing glass and any windshield damage.
 - All frame damage and substandard frame repairs or modifications.
 - Any broken or cracked teeth on any blades, buckets or other attachments.
 - Any tires/tracks that are in an unsafe condition, that have broken side walls, that are not original casings, that have less than 50% of original tread remaining or that are not of the same size, type, grade or manufacturer (or equivalent-quality manufacturer) as were original included on the machinery.
 - Any cutting units are outside of manufacturer specifications or have less than 50% of useful life remaining and/or inoperable backlap, cracked, broken or improperly repaired (welded) deck shells, inoperable lift arms or reels.
 - Broken, bent or inoperable hinges, lights, mirrors or steps.
 - Dented or bent wheel rims, missing hubcaps, mismatched wheels or hubcaps.
 - Missing, damaged, not original and/or inoperable battery chargers or attachments.
 - Any reel cutting units not within standard service life specifications (defined as the factory reel diameter, less 0.5 inches for 5-inch reels or less 0.4 inches for reels with a diameter larger than 5 inches).
 - Failure to operate and maintain Returned Equipment in accordance with the manufacturer's specifications or use of components, fuels, or fluids on or in connection with the Returned Unit that do not meet manufacturer's standards.
 - Any other damage or repair, including but not limited to unlawful or unsafe operating conditions, or that make the Returned Unit either unlawful or unsafe.
 - Failure to complete all warranty work.

3. **VIOLATION OF MAINTENANCE AGREEMENT.** If YOU violate this Maintenance Agreement, including the return of any Returned Unit with Excessive Wear and Tear, then WE shall, at OUR election, have the right to either: (a) charge YOU with the cost which WE determine to be the cost necessary to return the Returned Unit to its required condition or (b) charge YOU with the diminution in value, determined by US, of the Returned Unit caused by YOUR violation of this Maintenance Agreement. For purposes of this Maintenance Agreement, the payment required by the preceding sentence shall be referred to as the "Maintenance Payment". WE may, to the extent WE collected a Security Deposit, apply the Security Deposit to payment of the Maintenance Payment. If We did not collect a Security Deposit, or if the Security Deposit is insufficient, then YOU shall promptly pay US the difference between the required Maintenance Payment and the balance of the collected Security Deposit.

4. **REPAIR AND MAINTENANCE RECORDS; UNIT INSPECTION.** YOU acknowledge that WE shall have the right to request any and all repair and maintenance records in respect of any Unit at any time or from time to time during the Lease term or after termination of the Lease and YOU agree to furnish to US all repair and maintenance records promptly after request therefor by US. YOU further acknowledge that WE may conduct a full Unit Inspection at OUR expense any time.

5. **MISCELLANEOUS.** OUR rights under this Agreement and amounts paid to US under this Agreement shall be In addition to OUR other rights under the Lease Agreement and each Lease and not in lieu thereof. The agreements, terms and conditions set forth herein shall apply notwithstanding anything to the contrary contained in the Lease Agreement or any Lease. IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement:

LESSEE	Lessee's Name: CITY OF PELHAM, ALABAMA		LESSOR	Lessor's Name: DLL FINANCE LLC	
	Signature			Signature	
	Print Name	Title		Print Name	Title

**LEASE AGREEMENT SUPPLEMENT –
PROPERTY TAX ACKNOWLEDGEMENT**

Name of Lessee:	CITY OF PELHAM, ALABAMA	(the “Lessee”)
Date of Lease Agreement:	10/08/2021	(the “Lease”)

In order to induce DLL Finance LLC (“Lessor”) to enter into the Lease pursuant to which the Equipment will be leased to Lessee, the undersigned represents the following:

- The Lessee acknowledges and understands that Lessor will file all personal property tax returns and Lessee shall reimburse Lessor for property taxes related to the Equipment.
- Property taxes will be billed annually to Lessee and are due on invoice. Lessee acknowledges that property taxes may be billed to Lessee after the Term of the Lease.
- If Lessee does not pay property taxes, Lessor has the right, but not the obligation, to pay them on Lessee's behalf and add to the amount of such taxes to the Lease Payments.

All capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement. Lessee agrees that Lessor's emphasis of the provisions of the Agreement contained herein are for the convenience of the Lessee and shall not minimize or waive any remaining provisions of the Agreement, all of which remain in full force and effect. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Payments are entitled to rely on this acknowledgement. Lessee's facsimile signature shall be considered binding as an original.

Dated this _____ day of _____, 20____

LESSEE SIGNATURE	CITY OF PELHAM, ALABAMA
	Lessee
	Authorized Signature
	Print Name Title Date

DLL FINANCE LLC
CUSTOMER AGREEMENT TO PROVIDE PHYSICAL DAMAGE INSURANCE

Date: 10/08/2021

Customer's Name CITY OF PELHAM, ALABAMA

Address 1300 BALLANTRAE CLUB DR City PELHAM State AL ZIP 35124-6200

RE: Agreement dated 04/01/2022 with DLL FINANCE LLC, P.O. BOX 3000, JOHNSTON, IA 50131-0300

as Assignee, Lender, or Lessor (the "Lender").

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the actual cash value of the equipment listed in the Agreement set forth above, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc. The minimum amount of coverage required by Lender is \$289,616.89.

Make	Model	EQUIPMENT		Serial Number
		Description		
SEE EQUIPMENT ADDENDUM				

I affirm that I will be providing my own physical damage insurance coverage through the BELOW LISTED INSURANCE AGENT.

TO DEBTOR'S INSURANCE AGENT

I hereby instruct you to add DLL FINANCE LLC as a payee through a Lender's Loss Payable Clause or similar clause which provides that any acts of the Customer will not void the policy as to the Loss Payee.

To my existing policy number _____ with _____
which now provides the coverage required.

Lender must be given written notice within 30 days of any cancellation or non-renewal. It is also understood and agreed that a breach of the insuring conditions by the customer, or any other person, shall not invalidate the insurance to Lender.

PLEASE FORWARD A COPY OF THE POLICY, ENDORSEMENT, OR CERTIFICATE EVIDENCING COVERAGE TO DLL FINANCE LLC, P.O. BOX 3000, JOHNSTON, IA 50131-0300. FAX (515) 334-5831, CALL (800) 863-3660 OR EMAIL DSMinsurance@DLLgroup.com.

PLEASE ATTACH A COPY OF THIS NOTICE TO THE PROOF OF INSURANCE.

ACKNOWLEDGEMENT OF CUSTOMER: I acknowledge that copies of this document sent to Lender are for informational purposes only. I am responsible for notifying my agent of my obligation to obtain physical damage insurance.

I understand I am responsible for insurance coverage for personal liability or property damage caused to others.

PLEASE BE SURE TO COMPLETE THE INFORMATION BELOW

Insurance Agency/Agent's Name _____ Agent's E-Mail Address _____

Mailing Address / PO Box _____ Agent's Phone Number _____ Agent's Fax Number _____

City _____ State _____ Zip Code _____



AUTHORIZATION FOR AUTOMATIC PAYMENTS (ACH DEBIT) AND PAPERLESS INVOICING

Please follow the simple instructions in this form to set up Automatic Payment, Paperless Invoicing, or both. Ensure you complete both the "Automatic Withdrawal" and "Paperless Invoicing" sections to take advantage of both time-saving features. Please call Customer Service at (800) 873-2474 if you have any questions.

You can fill out and submit this form online and avoid the need for a voided check by visiting <http://bit.ly/dllach2>

Contract Number (If Known):

Customer Name: CITY OF PELHAM, ALABAMA
 Customer Address: 1300 BALLANTRAE CLUB DR, PELHAM, AL 35124-6200
 Customer Phone Number: 205-620-4653

Automatic Payments

Bank Account Holder(s):

Bank Name:

Bank Address/Branch Location:

ABA Routing Number:

Account Number:

Sample Check:

Your information

Pay to the order of

Dollars

987456123 00012345678 1234

ABA Routing No. Bank Acct. No. Check No.

This is a ☐ checking account* ☐ savings account**

***If a Checking account is identified above, please send a copy of a voided check.**

****If a Savings account is identified above, please send your bank's routing number and your savings account number on bank letterhead.**

Authorization: By signing below, I (we) hereby authorize DLL FINANCE LLC ("Originator") (whether acting alone or through its servicer or any agent on its behalf) to initiate withdrawals from my (our) account provided above for amounts then due under my agreements with Originator in the frequency (i.e., monthly, quarterly, etc.) as specified in my (our) agreements with Originator. I (we) understand paper invoices may be discontinued. This authorization will remain in full force and effect until the agreements are paid in full or this authorization is canceled by written notice from me (or either of us) to Originator.

Bank Account Holder

Signature:

Print Name:

Print Title (if applicable):

Date:

Signature:

Print Name:

Print Title (if applicable):

Date:

Paperless Invoicing

Customer Email Address:

Authorization: By signing below, I hereby authorize DLL FINANCE LLC to email a PDF version of my invoices to me at the email address I provided above (whether acting alone or through its servicer or any agent on its behalf) when the invoice is generated. I acknowledge that paper invoices may be discontinued. This authorization will remain in full force and effect until the agreements are paid in full or this authorization is canceled by my written notice. Following receipt of your Paperless Invoicing form, our Customer Service Team will send you a confirmation letter and instructions to ensure your invoices will be received in your inbox.

Customer Signature:

Print Name:

Print Title (if applicable):

Date:



Did you sign next to the red arrows?

Please send this completed and signed form to our Customer Service team by mail, email or fax to:

Mail:	Email:	Questions? Call us:
P.O. BOX 2000 ATTN: ITR JOHNSTON, IA 50131	postbookingrequests@dllgroup.com	(800) 873-2474

LEASE AGREEMENT AMENDMENT

This Lease Agreement Amendment is entered into on October 14, 2021 by and between City of Pelham, Alabama (**Lessee**) and DLL Finance LLC (**Lessor**) (each a **Party** and collectively the **Parties**).

The Parties entered into the Lease Agreement of even date herewith (the **Agreement**) and now desire to amend the Agreement as set forth below.

NOW THEREFORE, INTENDING TO BE LEGALLY BOUND, and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Integration.** Except as amended herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.
2. **Amendment.** The Agreement shall be amended as follows:
 - a. The second sentence in Section 11, Remedies, which reads, "You agree to pay all of Our costs and expenses, including, without limitation, reasonable attorney's fees and expenses and collection agency fees and expenses, of enforcing Our rights against You, for the recovery or repossession of the Equipment and in the collection of Your obligations to Us under this Lease," shall be deleted in its entirety.
 - b. Section 13, Indemnification, shall be deleted in its entirety and replaced with the following:

13. Lessee's Negligence. To the extent permitted by law, and without waiver of any of YOUR sovereign immunity rights, YOU assume all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to YOUR agents or employees or of third parties, and whether such property damage be to YOUR property or the property of others, which is proximately caused by the negligent conduct of YOU, YOUR officers, employees and agents.
3. **Miscellaneous.** This Amendment may be executed in counterparts, including facsimile counterparts, each of which will constitute an original, but which collectively will form one and the same instrument. This Amendment constitutes the final agreement between the Parties and is the exclusive expression of the Parties' agreement on the matters contained herein. All earlier and contemporaneous negotiations and agreements between the Parties on the matters contained herein are expressly merged into and superseded by this Amendment. Any modification or additions to the terms of this Amendment must be in a written agreement identified as an amendment and executed by both Parties.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date set forth on the first page of this Amendment.

LESSEE SIGNATURE	City of Pelham, Alabama	LESSOR SIGNATURE	DLL Finance LLC, At: 8001 Birchwood Court, Johnston, IA 50131
	Lessee		
	Authorized Signature		Authorized Signature
	October 14, 2021		
	Print Name & Title		Print Name & Title
	Date		Date

RESOLUTION 2021-11-01-02

Authorizing a Professional Services Contract and Proposal with Barrett Architecture Studio to Provide Design Services for the Conference Center at the Pelham Civic Complex & Ice Arena

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to enter into a professional services contract with Barrett Architecture Studio to provide design services for the Conference Center at the Pelham Civic Complex & Ice Arena.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the Mayor, on behalf of the City of Pelham, to enter into a professional services contract with Barrett Architecture Studio in an amount not to exceed \$8,000.00 for design services related to the Pelham Civic Complex & Ice Arena renovation project.

BE IT FURTHER RESOLVED said professional services contract shall become a permanent part of this Resolution.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-11-01-02 be given vote, and said resolution passed by majority vote of the Council present, and the Council President declared the same passed and adopted.

ADOPTED this 1st day of November 2021.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned qualified 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 of Pelham, at a regular meeting of such Council held on the 1st day of November 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 1st day of November 2021.

Tom Seale, MMC City Clerk/Treasurer

[SEAL]



M E M O R A N D U M

To: Andre' Bittas

Cc:

From: Chris Cousins *Chris Cousins*

Date: October 25, 2021

Subject: Pelham Civic Complex – Interior Renovation Design Services
GL# 500110

Attached is a professional services contract and proposal from Barrett Architecture Studio to provide design services for the Conference Center at the Pelham Civic Complex. This item has been budgeted for FY22. I have reviewed and request this be placed on the Council Agenda for consideration as soon as practical.



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 Barrett Architecture Studio (herein called the CONSULTANT). Agreement concerns the Renovation Design for the Pelham Civic Complex 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: Renovation Design for the Pelham Civic Complex

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 14th day of October, 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 60 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' Bittas, Director
Development Services and Public Works
3111 Cummins Street
Pelham, Al 35124
P: 205-620-6413
abittas@pelhamalabama.gov

(2) CONSULTANT: Barrett Architecture Studio
Brian Barrett, AIA
2320 Highland Avenue South
Suite 250
Birmingham, Al 35205
P: 205-250-6161
brian@barrettarchstudio.com

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 Eight Thousand dollars (\$8000.00). 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: _____
City of Pelham

ATTEST:



October 14, 2021

Mr. Andre Bittas
Director of Development Services & Public Works
City of Pelham
P.O. Box 1419
Pelham, Alabama 35124

re: *Pelham Civic Complex*
Interior Design Services: Renovations at Conference Center

Dear Mr Bittas,

Thank you for the opportunity to propose Design Services for renovations to the Conference Center. The space provides a valuable meeting space for the City, and these interior finish improvements will really enhance the usefulness of the facility.

The project consists of the renovation to the existing Pelham Civic Complex. The portion of the building within the area of scope consists of approximately 10,434 square feet. The renovations will be limited to the public spaces within the Conference Center wing of the building. Our Proposal separates the work into two Phases for the purposes of providing scheduling flexibility to the City during construction. It would be the goal of the City for all work to be completed prior to the scheduled Women's Conference on February 24, 2022. If this schedule is not possible, the proposal allows for the areas in Phase I to be completed before the Conference, and for Phase II to commence immediately after the Conference such that the restrooms are available for that event. The areas of work and phasing are listed as follows:

Phase I Areas (9,826 sf):

Banquet Lobby, Banquet One, Banquet Two, Banquet Three, Banquet Four, Office

Scope:

New flooring (carpet tile)
New wall paint (includes removing existing wall covering and skim-coating drywall)
New trim paint (includes repair of existing base & chair rail)
New 2x2 ceiling tile
New 2x2 LED lighting (dimable)
New 6" LED downlighting (dimable)
New decorative pendant lighting (5 locations)
New wall sconces (4 locations)
New Wayfinding Signage coordination (signage design & implementation by others)
New blocking for wall-mounted TV's (2 locations)
New coordinated wall plates at electrical devices.
Re-finish all stained wood doors in these spaces.

Note: Existing operable wall panels to remain in place; curtain at service bay (Banquet Four) to remain in place; video projectors and screens to remain in place.

Phase II Areas (608 sf):

Women's Restroom, Men's Restroom

Scope:

New floor tile and cove base
New wall tile (wet wall only)
New wall paint
New toilet partitions (with interlocking panel design to eliminate sightlines)
New 2x2 ceiling tile
New 2x2 LED lighting
New wall sconces at lavatories (3 per restroom)
New vanity countertop and lavatory sinks.
New toilets (ADA height for all)
New individual wall mirrors
Re-finish all stained wood doors in these spaces.

Note: bath accessories to be by vendor

Phase III - Furniture and Artwork

Scope: BAS can provide services for the selection and procurement of furniture and artwork if requested.

It is our understanding that Barrett Architecture Studio (BAS) will provide Interior Design services. The Client's Contractor will be responsible for securing the all other required design services required to complete the project, including but not limited to any MEP engineering.

The scope is outlined as follows. // The Client and the Architect agree as follows.

1.0 SCOPE

- 1.1 BAS will prepare floor plans and reflected ceiling plans based on the existing drawings provided to us during the planning phase in 2019. BAS may need to do some field verifications of these plans if required.
- 1.2 Schematic Design: BAS will develop a finish floor plans and reflected ceiling plans that incorporate the spaces outlined in the Program. BAS will also present recommended interior finish samples and colors for review and comment by the Client. Upon receiving comments, BAS will include one revision of the drawings and finishes and re-submit to the Client.
- 1.3 Upon approval of the Schematic Design, BAS will complete Construction Phase Documents (drawings and specifications) for the Client's General Contractor to obtain final pricing and building permits. BAS will coordinate and submittal requirements with the City.
- 1.4 BAS will provide normal Construction Phase services, including, but not limited to review of Contractor's submittals, response to Contractor questions/clarifications,

review of Contractor's monthly applications for permit, periodic site visits to monitor construction progress, conduct a final inspection punch-list, and project closeout.

- 1.5 If requested, BAS can provide services related to the selection and procurement of furniture and artwork.

2.0 FEES

- 2.1 The fee for services outlined in paragraphs 1.1-1.4 shall be \$8,000, distributed across four phases as follows:

Design Phase	\$2,500
Construction Documents Phase	\$3,250
Bidding & Negotiating Phase	\$750
Construction Administration Phase	\$1,500
Total Fee	\$8,000

- 2.2 If requested, the fee for services related to FF&E design and procurement can be provided once a scope has been determined by the Owner.
- 2.3 Reimbursable expenses for plotting, printing, scanning, mileage, and any presentation materials for municipal approvals shall be invoiced to the Client at 1.15 times the cost to the Architect.
- 2.4 BAS will invoice the Client on a monthly basis the percentage of work completed plus any reimbursable expenses incurred during the billing period. Amounts unpaid thirty (30) days after the invoice date shall bear a rate of three percent (3%) monthly interest.
- 2.5 For any additional Client requested services, or changes to previously approved work, BAS will invoice the Client according to hourly rates listed below.

Principal	\$185/hr
Senior Project Architect	\$165/hr
Project Architect	\$145/hr
Architectural Associate I	\$135/hr
Architectural Associate II	\$115/hr
Architectural Associate III	\$100/hr
Senior Interior Designer	\$135/hr
Interior Designer I	\$115/hr
Interior Designer II	\$100/hr
Interior Consultant	\$100/hr
Project Administrator	\$100/hr

- 2.6 Compensation for Supplemental and Additional Services (outside the work/scope agreed upon above // previously approved work) of the Architect's consultants shall be invoiced to the Client at 1.10 times the cost to the Architect.



3.0. OTHER

- 3.1 The full agreement between Barrett Architecture Studio, LLC and the City of Pelham, will be utilize the City's *Contact for Professional Services* standard agreement, modified to reflect the agreed upon modifications in this proposal.
- 3.2 BAS will begin work within five days of the acceptance of this proposal, and have the first preliminary design concepts for the Client to review within two weeks from beginning of work.

This is a significant project for both our office and for Pelham, and we will endeavor to make this an enjoyable process for all. We look forward to a cordial relationship with open communication at all times.

Best regards,
Barrett Architecture Studio, LLC

Brian Barrett, AIA

RESOLUTION 2021-11-01-03

Authorizing an Agreement with the Regional Planning Commission of Greater Birmingham for a Pelham-Helena Connector Trail Study

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to enter into an agreement with the Regional Planning Commission of Greater Birmingham (RPCGB) for participation in the Advanced Planning Programming and Logical Engineering (APPLE) Program; and

WHEREAS, The APPLE Program is designed to provide information to decision makers about whether a project is technically and financially feasible, help local governments to define a project's scope, assist local governments to better understand the potential environmental challenges, benefits and burdens and to aid local governments to better understand the financial costs and impacts of pursuing potential projects; and

WHEREAS, said APPLE project through the RPCGB is capped at \$ 59,936.50 with 80% of the costs being provided by federal funding. The City of Pelham and the City of Helena would be responsible for providing the related 20% local match for this project in the amount of \$5,993.65 each.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the Mayor to enter into an agreement with the Regional Planning Commission of Greater Birmingham to participate in the APPLE Program to specifically evaluate a Pelham-Helena Connector Trail within the City of Pelham and to further authorize funding for the above project in an amount not to exceed \$5,993.65.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-11-01-03 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 1st day of November 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 1st day of November 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 1st day of November 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



MEMORANDUM

To: Andre' Bittas

Cc:

From: Chris Cousins 

Date: October 25, 2021

Subject: Pelham/Helena Regional Trail System
GL# 428010

Attached is a proposed agreement between the City of Pelham and Regional Planning Commission (RPC) to conduct an Advanced Planning Program and Logical Engineering (APPLE) study for a regional trail system connecting the City of Pelham's trail network with the City of Helena's trail network. The total amount of the agreement is \$59,936.50. RPC will provide 80% of the funding for the study (\$47,949.20). The remaining local match (20%) will be split evenly between Pelham and Helena with each City being responsible for \$5,993.65 of the project cost. I am requesting that this be placed on the Council agenda for consideration.

AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 2021, by and between the **Regional Planning Commission of Greater Birmingham (RPCGB)**, a regional planning and development commission organized and existing under the laws of the State of Alabama, and the **City of Pelham**, an Alabama Government ("Governmental Entity"), as follows:

W I T N E S S E T H:

WHEREAS, Governmental Entity has applied to receive funding under the Advanced Planning Program and Logical Engineering (APPLE) program for the project entitled a "Pelham-Helena Connector Trail Study;" and

WHEREAS, Governmental Entity's project has been selected for funding, with a total project cost in the amount of **\$59,936.50**, to include local match, and

WHEREAS, Governmental Entity agrees to provide local match in the amount of **\$11,987.30**, and

WHEREAS, Governmental Entity agrees to work in good faith with RPCGB to complete the project in a timely and professional manner, and

WHEREAS, RPCGB agrees to secure third party contractor(s), if necessary, to provide professional services on behalf of Governmental Entity in order that the project might be completed according to the conditions set forth herein; and

NOW THEREFORE, in consideration of the premises and the mutual covenants, agreements, representations and warranties hereinafter set forth, RPCGB and Governmental Entity agree as follows:

1. **Engagement of RPCGB.** Governmental Entity hereby agrees to engage RPCGB, and RPCGB may engage a third party contractor(s) on behalf of Governmental Entity in order that the services, described in the Scope of Work attached hereto as Exhibit A, shall be performed. RPCGB may, from time to time, request changes in the Scope of Services to be performed by third party contractor(s) on behalf of Governmental Entity. Such changes, including any increase or decrease in the amount of Governmental Entity's local match amount which are mutually agreed upon by RPCGB and Governmental Entity, shall be effectuated by written amendments to this Agreement, signed by both parties.

2. **Compensation.** In consideration for the planning and development services to be performed hereunder, the Governmental Entity agrees that the RPCGB total project cost is **\$59,936.50** to include local match. The Governmental Entity agrees to provide local match equivalent to 20% of the total project cost. This amount shall constitute full and complete compensation for the services to be provided by the RPCGB directly or secured on Governmental Entity's behalf and includes all expenses arising from the performance of this Agreement.

3. **Method of Payment.** Payment shall be made to the RPCGB in a lump sum of **\$11,987.30** and shall be due upon receipt of invoice.

If compensation is not paid when due, RPCGB shall not engage in the provision of planning and development services nor shall RPCGB employ third party contractor(s) on behalf of Governmental Entity until such time as payment is made. If after a period of sixty (60) days compensation is not paid, Governmental Entity shall forfeit all claims to their awarded amount for the APPLE grant.

4. **Financial Records.** RPCGB shall keep and maintain complete and accurate books, records, and procedures to account for all funds paid by Governmental Entity in accordance with this Agreement. RPCGB shall allow Governmental Entity to examine, copy, and audit all such books, records, and procedures, upon advance notice and during RPCGB's normal business hours. Any such examination or audit shall be conducted at the sole cost and expense of the requesting party.

5. **Maintenance of Records.** RPCGB shall retain all records with respect to the matters made the subject of this Agreement for three (3) years following the termination or completion of this Agreement.

6. **Political Activity.** No portion of any funds to be paid by Governmental Entity to RPCGB for the services made the subject of this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

7. **Qualified Personnel.** RPCGB represents that RPCGB employs or will engage all personnel required to perform the services made subject to this Agreement. Such personnel shall not be employees of or have any contractual relationships with Governmental Entity, and all such personnel shall be reasonably qualified to perform the assigned services.

8. **Cooperation.** All information, data, reports, records, and maps as are available, existing, and necessary for performing the work made subject to this Agreement shall be assembled for Governmental Entity by RPCGB or its third party contractor(s). However, Governmental Entity shall cooperate by allowing the RPCGB or third party contractor(s) to conduct its planning and development work without undue delay.

In the case of parties within Alabama, ensure that all accident and traffic data provided by ALDOT or any agency or political subdivision of the state of Alabama and used for safety enhancement are kept confidential under 23 U.S.C. § 409 and not disclosed to third parties without the express written permission of ALDOT. The data shall not be referenced, disclosed, discussed, or otherwise made public. The provision of this data shall not be considered as a waiver of the provision of 23 U.S.C. § 409. Upon execution of this Agreement, the parties agree that their agents, servants, officers, officials, and employees in both their official and individual capacities that the data provided pursuant to the above referenced request shall not be discussed, disclosed, used, published, or released without prior written consent of ALDOT. Furthermore, if the data should be released or published without the consent of ALDOT, or should an attempt be made to use the data in an action for damages against the state of Alabama, ALDOT, its officials or employees' access to data shall terminate immediately. The state of Alabama and ALDOT expressly reserve the right under 23 U.S.C. § 409 to object to the use of the data, any opinions drawn from the data, and to recover damages caused by the improper and unauthorized release of the data.

9. **Title to Work.** Upon completion of the work or each work element, as described in the Scope of Services and therefore as provided by this Agreement, all artwork, maps, stencils, negatives, plates, and other supporting materials prepared as a part of such

work shall become the exclusive property of Governmental Entity, and any reproduction or other uses of such materials shall be approved by appropriate officials.

10. **Assignment.** Neither party may assign this Agreement, or any right or obligation herein, without the prior written consent of the other party.

11. **Equal Employment Opportunity.** In carrying out the work made subject to this Agreement, the RPCGB and third party contractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, national origin, sex, age, or disability.

12. **Termination.** If the RPCGB or third party contractor(s) fails to perform any of its obligations under this Agreement in a timely and proper manner, or if RPCGB or third party contractor(s) violates any of the covenants, agreements, or stipulations of this Agreement, Governmental Entity may give written notice of such breach to RPCGB. In the event RPCGB fails to cure such breach to the reasonable satisfaction of Governmental Entity, Governmental Entity may terminate this Agreement upon written notice thirty (30) days following RPCGB's receipt of such written notice. In the event of such termination, Governmental Entity shall be entitled to all compensation not earned and accrued to and including the effective date of termination.

13. **Relationship of the Parties.** The relationship of the parties pursuant to this Agreement shall be that of independent contractors, and nothing contained in this Agreement shall be deemed to create any relationship of agency, joint venture, partnership or employer-employee. Neither party shall have the right or power to commit, contract for, or otherwise obligate the other party to any third person or entity. RPCGB shall be responsible for the collection, filing, and payment of social security and other federal, state, or local taxes or withholdings for employees of RPCGB. Governmental Entity shall have no right to control or direct the details, manner, or means by which RPCGB accomplishes the results of the services to be performed pursuant to this Agreement.

14. **Notices.** Any notice to a party of this Agreement shall be given by certified or registered mail, return receipt requested, as follows:

To the RPCGB:

Regional Planning Commission of Greater Birmingham
Center for Regional Planning and Design
Two 20th Street North, Suite 1200
Birmingham, Alabama 35203
Attention: Michael Kaczorowski

To the Governmental Entity:

City of Pelham
P.O. Box 1419
Pelham, AL 35124
Attention: Andre Bittas

or at such other address as either party may have advised the other in writing. Any such notice shall be deemed delivered when placed in the mail, properly addressed, with postage prepaid.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein. The foregoing supersedes all prior agreements and understandings relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date and year first above written.

City of Pelham

Mayor Gary W. Waters

Regional Planning Commission of Greater Birmingham

Charles E. Ball, Executive Director



Exhibit A

August 27, 2021

Mr. Mike Kaczorowski, Principal Planner for Transportation
Regional Planning Commission of Greater Birmingham
2 North 20th Street, Suite 1200
Birmingham, AL 35203

Subject: Proposal
APPLE Pelham-Helena Connector Trail Study
Pelham and Helena, AL

Dear Mike:

Gresham Smith is pleased to submit this scope and fee proposal for the APPLE Pelham-Helena Connector Trail Study. Our scope of services includes:

Task A: Data Collection and Field Review

- A-1 Kickoff meeting with Cities of Pelham and Helena, RPCGB and other stakeholders
- A-2 Data Collection, Obtain and Review Aerial Mapping, Lidar data, GIS parcel data, ROW Maps, Utility Maps, and other available information. It is anticipated that RPCGB will provide much of this mapping.
- A-3 Create Digital Terrain Model From Shelby County and/or ALDOT Lidar Data
- A-4 Field Review of Proposed Trail Corridor. This will include taking measurements and photographs of the existing terrain, potential creek crossing locations, roadway and railroad underpass locations, terrain and other features along the corridor that could affect the layout of the proposed trail.

Task B: Trail Alignments and Feasibility Study

- B-1 Develop preliminary alternative trail alignments
- B-2 Develop preliminary vertical alignments of alternative trail alignments
- B-3 Develop proposed typical section(s) of trail
- B-4 Model proposed trail alignments to create preliminary design surface/construction limits
- B-5 Conduct preliminary hydraulic analysis to look at impacts of trail construction on floodway/flood plain hydraulics

Genuine Ingenuity

3595 Grandview Parkway
Suite 300
Birmingham, AL 35243
205.298.9200

GreshamSmith.com

- B-6 Look at trail crossings of Buck Creek and/or Cahaba Valley Creek and any potential tributary stream crossings. Develop preliminary bridge layout alternatives (size, length, type). Conduct preliminary bridge hydraulic analysis to determine impacts of proposed bridges on flood plain hydraulics.
- B-7 Review CSX Railroad (CSXT) Public Projects Manual for requirements for crossing and running along CSX railroad lines. Coordinate with CSXT on preliminary approvals of crossing concepts and routing trail through CSXT property.
- B-8 Reach out to private property owners about routing trail through private properties
- B-9 Develop Plan Layout exhibits showing proposed trail alignment alternatives including property owner information, easements and other features
- B-10 Prepare exhibit(s) of bridge crossings showing preliminary plan, profile/span arrangement, length, bridge type
- B-11 Prepare exhibits of existing major utility locations and identify potential utility conflicts or relocations needed.
- B-12 Prepare preliminary project cost estimates for proposed trail
- B-13 Public Involvement is not included in this proposal.
- B-14 Conduct high level environmental screening of potential trail alternatives. This environmental screening will include obtaining and reviewing readily available information on potential archaeological or historical resources, wetlands, streams, threatened and endangered species, hazardous material sites or other environmental resources that could be impacted by the proposed pedestrian improvement alternatives. The scope of this project does not include detailed environmental assessments or studies.

Task C: Report and Recommendations

- C-1 Prepare Draft Study Report and submit to City & RPCGB for review and comments.
- C-2 Meeting with City & RPCGB to review draft report.
- C-3 Revise Report and submit Final Report to City and RPCGB.

Schedule

Gresham Smith plans to complete this project within six (6) months of receiving a task order for this project.

Compensation

Gresham Smith will complete the scope of services above for a maximum fee of \$57,356.00, which includes all labor and expenses. Gresham Smith will invoice RPCGB for our services on a monthly basis in accordance with Section 9, Compensation, of the Agreement Between the Regional Planning Commission of Greater Birmingham and Gresham Smith for On-Call Transportation Planning Services to support the Advanced Planning, Programming, and Logical Engineering (APPLE) Program.

Matt Williams will serve as our Project Manager for this project. Matt's email address is matt.williams@greshamsmith.com and his phone number is 205.298.9229. I will serve as Project Executive and Senior Engineer on this project.

We look forward to completing this study for RPCGB and the Cities of Pelham and Helena. If you have any questions about the scope of services presented above, please don't hesitate to contact us.

Regional Planning Commission of Greater Birmingham

Project City/County Description Scope of Work	Pelham-Helena Connector Trail Study		
	City of Pelham		
	APPLE		
	Planning & Design		
	Regional Planning Commission of Greater Birmingham		
	Fee Proposal		
PERSONNEL COST			
	APPLE: man days x daily rate		
Michael Kaczorowski Principal Planner/Project Manager	4.00	\$ 225.69	\$ 902.76
Total Labor			\$ 902.76
Fringe Rate (Total Labor x Fringe Rate)		58.00%	\$ 523.60
Sub-Total (Total Labor + Fringe)			\$ 1,426.36
Indirect Rate (Sub-Total x Indirect Rate)		70.00%	\$ 998.45
Total Labor and Indirect (Sub-Total + Indirect Rate)			\$ 2,424.81
Out-of-Pocket Expenses**			
Printing and Travel Costs			\$ 155.69
Total Out-of-Pocket Expenses			\$155.69
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Gresham Smith			\$ 57,356
Total Sub-Consultants Cost			\$57,356.00
		TOTAL FEE	\$ 59,936.50
	APPLE		\$ 47,949.20
	Local Match		\$11,987.30
	Total Local Match		\$11,987.30

Project City/County Description Scope of Work	Pelham-Helena Connector Trail Study					
	City of Pelham					
	APPLE					
	Planning & Design					
	Regional Planning Commission of Greater Birmingham					
Pelham-Helena Connector Trail Study	Man-days					
	Michael Kaczorowski Principal Planner/Project Manager					
	Task 1	1.50				
		1.50	0.00	0.00	0.00	0.00
	Task 2	2.50				
		2.50	0.00	0.00	0.00	0.00
Total	4.00	0.00	0.00	0.00	0.00	

Project	Pelham-Helena Connector Trail Study				
County	City of Pelham				
Description	APPLE				
Scope of Work	Planning & Design				
	Regional Planning Commission of Greater Birmingham				
Expenses					
TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
Public Meetings, Workshops, and Charrettes	1	20	\$0.545	\$	10.90
Site Visits	1	20	\$0.545	\$	10.89
Stakeholder or Advisory Group Meetings	1	20	\$0.545	\$	10.90
Other mtgs/deliverables	0	0	\$0.545	\$	-
				\$	-
			Total Mileage Cost	\$	32.69
Subsistence Cost	Days	# People	\$/Day	Total	
	0	0	\$0.00	\$	-
	0	0	\$0.00	\$	-
	0	0	\$0.00	\$	-
	0	0	\$0.00	\$	-
	0	0	\$0.00	\$	-
				\$	-
			Total Subsistence Cost	\$	-
			Total Travel Cost	\$	32.69
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Maps - 24x36	0	1	0	\$ 10.00	\$ -
Plan Poster	0	1	0	\$ 5.00	\$ -
Interim Deliverables (Tech Memos)	0	10	0	\$ 0.50	\$ -
Draft Plan Document	3	40	120	\$ 0.50	\$ 60.00
Final Plan Document	3	40	120	\$ 0.50	\$ 60.00
Final Plan USB Drive	1	1	1	\$ 3.00	\$ 3.00
Total Printing/Reproduction Cost				\$	123.00

Total Out-of-pocket Expenses	\$ 155.69
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Project No. _____ County <u>Shelby</u> Description <u>APPLE Pelham-Helena Connector Trail Study</u> Scope of Work <u>Trail Feasibility Study</u> Project Length <u>2.66 Miles</u> Consultant <u>Gresham Smith</u>									
TRAIL FEASIBILITY STUDY	Sr Transportation Engineer	Transportation Engineer	Engineer Intern/Designer	Sr. Hydraulics Engineer	Hydraulics Engineer	Sr. Bridge Engineer	Bridge Engineer	Bridge Engineer Intern	Environmental Planner
	Blair, Matt	Tabitha, Sammy		Rachel	Hannah				
Task A: Data Collection and Field Review									
A-1 Kickoff meeting with City, RPCGB and other stakeholders	0.25	0.25							
A-2 Data Collection: Obtain and Review Aerial Mapping, Lidar data, GIS parcel data, ROW Maps, Utility Maps, and other available information		0.50							
A-3 Create Digital Terrain Model From Shelby County and/or ALDOT Lidar Data		0.50							
A-4 Field Review of Proposed Trail Corridor	0.50	4.00							
Task A Totals	0.75	5.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Task B: Trail Feasibility Study									
B-1 Develop preliminary alternative trail alignments	1.00	2.25							
B-2 Develop preliminary vertical alignments of alternative trail alignments	0.50	1.50							
B-3 Develop proposed typical section of trail	0.15	0.25							
B-4 Model proposed trail alignments to create preliminary design surface/construction limits		1.00							
B-5 Preliminary hydraulic analysis to look at impacts of trail construction on floodway/flood plain hydraulics				0.50	4.00				
B-6 Look at trail crossings of Buck Creek. Develop preliminary bridge layout alternatives (size, length, type). Preliminary analysis of bridge hydraulics				0.50	4.00	2.00	1.00		
B-7 Review CSX Railroad Public Projects Manual for requirements for crossing CSX railroad lines. Coordinate with CSXT on preliminary approvals of crossing concepts and routing trail through CSXT property	0.50	2.00					0.50		
B-8 Reach out to private property owners about routing trail through private properties	0.25	1.00							
B-9 Develop Plan Layout exhibits showing proposed trail alignment alternatives including property owner information, assessments and other features	1.00	2.00							
B-10 Prepare exhibit(s) of bridge crossings showing preliminary plan, profile/span arrangement, length, bridge type						2.50	4.25		
B-11 Prepare exhibits of existing major utility locations; identify utility conflicts and potential relocations needed	0.15	0.50							
B-12 Prepare preliminary project cost estimates for proposed trail	0.25	2.00					0.50		
B-13 Prepare preliminary environmental screening of potential alternatives		0.15							1.25
Task B Totals	3.80	12.65	0.00	1.00	8.00	4.50	6.25	0.00	1.25
Task C: Report and Recommendations									
C-1 Prepare Draft Study Report. Submit to City & RPCGB for review and comments	1.00	3.50				0.25	0.50		
C-2 Meeting with City & RPCGB to review draft report	0.50	0.50							
C-3 Revise Report. Submit Final Report	0.50	1.50							
Task C Totals	2.00	5.50	0.00	0.00	0.00	0.25	0.50	0.00	0.00
TOTALS	6.55	23.40	0.00	1.00	8.00	4.75	6.75	0.00	1.25

Project No. _____			
County Shelby			
Description APPLE Pelham-Helena Connector Trail Study			
Scope of Work Trail Feasibility Study			
Project Length 2.66 Miles			
Consultant Gresham Smith			
Fee Proposal (Trail Feasibility Study)			
PERSONNEL COST			
	Man-days	x	Daily Rate
Project Manager (10% of Eng. & Env.)	2.34	\$	537.34 \$ 1,257.38
Senior Transportation Engineer	6.55	\$	556.94 \$ 3,647.96
Transportation Engineer	23.40	\$	282.61 \$ 6,613.07
Engineer Intern/Designer	0.00	\$	262.75 \$ -
Sr. Hydraulics Engineer	1.00	\$	557.68 \$ 557.68
Hydraulics Engineer	8.00	\$	317.28 \$ 2,538.24
Sr. Bridge Engineer	4.75	\$	405.76 \$ 1,927.36
Bridge Engineer	6.75	\$	319.20 \$ 2,154.60
Bridge Engineer Intern	0.00	\$	262.75 \$ -
Environmental Planner	1.25	\$	451.17 \$ 563.96
Clerical	0.25	\$	250.00 \$ 62.50
Total Direct Labor			\$ 19,322.75
Combined Overhead (%)	167.97		\$ 32,456.42
Out-of-Pocket Expenses**			\$ 203.00
Sub-Total			\$ 51,982.17
Operating Margin (10%)			\$ 5,198.22
Sub-Total			\$ 57,180.39
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
Sub-Total			\$ 57,180.39
Facilities Capital Cost of Money (% of Direct Labor)	0.91	\$	175.84
TOTAL FEE			\$ 57,356.23

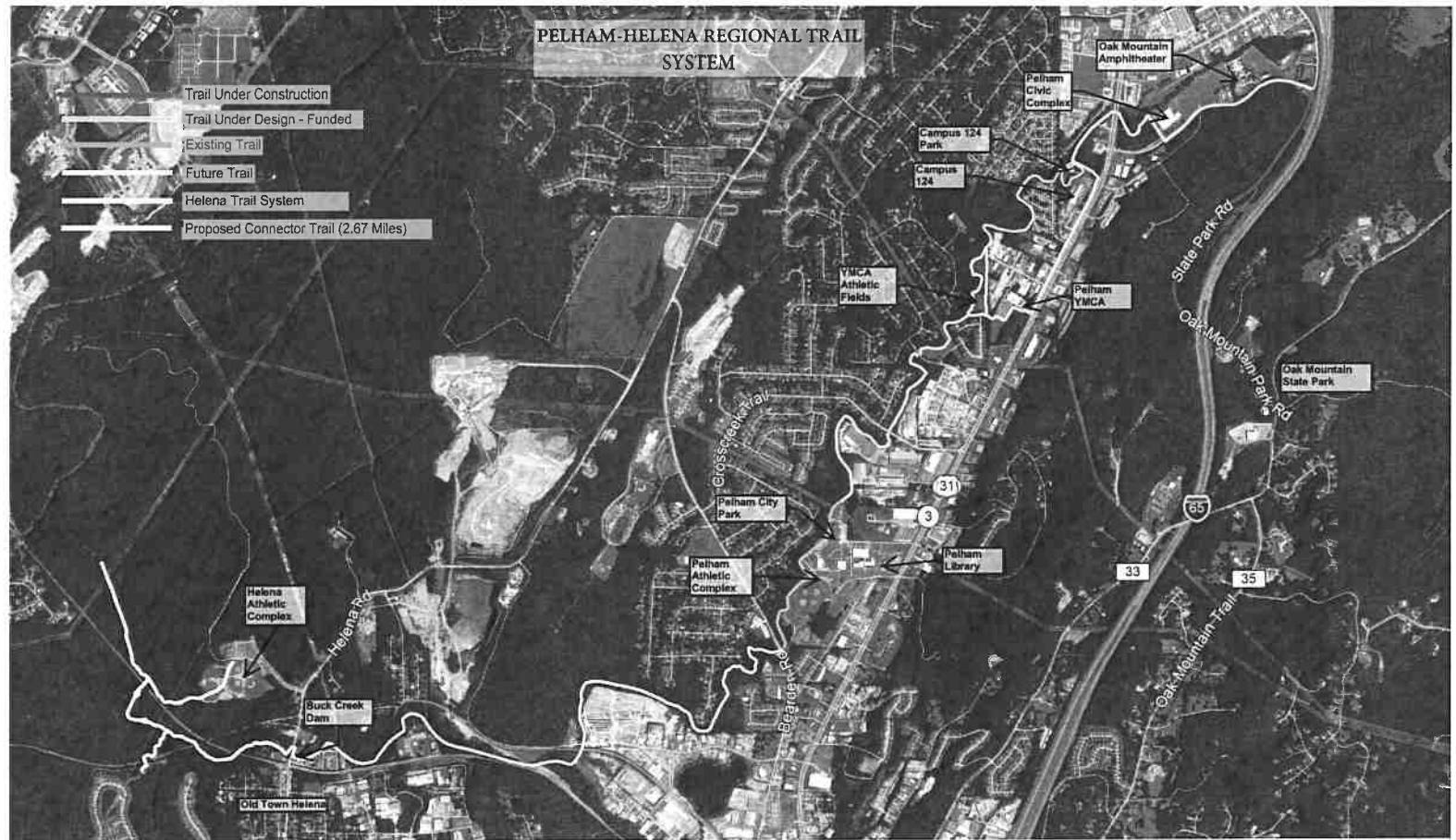
**See Grand Total Fee sheet

Project No. _____ County <u>Shelby</u> Description <u>APPLE Pelham-Helena Connector Trail Study</u> Scope of Work <u>Trail Feasibility Study</u> Project Length <u>2.66 Miles</u>					
Consultant <u>Gresham Smith</u>					
Out-of-pocket Expenses (Trail Feasibility Study)					
TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
Trips to Pelham/Helena, AL	5	35	\$0.560	\$ 98.00	
	0	0	\$0.560	\$ -	
	0	0	\$0.560	\$ -	
	0	0	\$0.560	\$ -	
Total Mileage Cost				\$ 98.00	
Subsistence Cost	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	2	2	\$11.25	\$ 45.00	
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -	
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -	
Travel allowance (overnight)***	0	0	\$75.00	\$ -	
				\$ -	
Total Subsistence Cost				\$ 45.00	
Total Travel Cost				\$ 143.00	
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Color plotting	1	4	4	\$ 15.00	\$ 60.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost				\$ 60.00	
Communication Cost (telephone, fax, etc.)					Total
					\$ -
Postage Cost (overnight, stamps, etc.)					Total
					\$ -
Other (provide description on next line)					Total
					\$ -
Total Out-of-pocket Expenses				\$ 203.00	
Comments:					

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

PELHAM-HELENA REGIONAL TRAIL SYSTEM

- Trail Under Construction
- Trail Under Design - Funded
- Existing Trail
- Future Trail
- Helena Trail System
- Proposed Connector Trail (2.67 Miles)



RESOLUTION 2021-11-01-04

Amending the FY2022 Budget Pertaining to Health Insurance Premiums

WHEREAS, the Pelham City Council adopted the City's annual budgets for Fiscal Year 2022, on September 20, 2021; and

WHEREAS, the actual health insurance premiums for calendar year 2022 differ from projected amounts adopted in the annual budgets for Fiscal Year 2022; and

WHEREAS, the Pelham City Council desires to amend the City's annual budgets for Fiscal Year 2022.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to amend the FY2022 Operating Budgets in the amounts as follows: General Fund (\$17,291.00), Pelham Water & Sewer Fund (\$1,039.00), Pelham Racquet Club (\$472.00), and Ballantrae Golf Club (\$472.00), the decrease of which will increase unassigned fund balance for each respective fund.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-11-01-04 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 1st day of November 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 1st day of November 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 1st day of November 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]

	Original		Revised		Revised	
	Single	Family	Single	Family	Single	Family
Admin & Finance	18,248	157,676	18,078	156,353	170	1,323
Library	6,083	112,626	6,026	111,681	57	945
Parks & Rec	30,414	78,838	30,131	78,177	283	661
Building	-	56,313	-	55,841	-	472
Human Resources	6,083	22,525	6,026	22,336	57	189
Engineering	-	-	-	-	-	-
Police	133,822	777,119	132,574	770,599	1,248	910,941
Court	30,414	-	30,131	-	283	-
IT	-	22,525	-	22,336	-	189
Fire	133,822	641,968	132,574	636,582	1,248	5,386
Public Works	66,911	191,464	66,287	189,858	624	1,606
	425,797	2,061,054	421,827	2,043,763	3,970	17,291
Water	91,242	78,838	90,392	78,177	850	661
Sewer	12,166	45,050	12,052	44,672	114	378
	103,408	123,888	102,444	122,849	964	1,039
Golf	48,662	78,838	48,209	78,177	453	661
Racquet	24,331	56,313	24,104	55,841	227	472
Total	602,198	2,320,093	596,584	2,300,630	5,614	19,463

Dispatch
(55,038)

855,903

55,038

830,828

RESOLUTION 2021-11-01-05

Authorizing a Request for Permission to Receive Information from the Federal Emergency Management Agency

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to request and receive certain flood related information from the Federal Emergency Management Agency.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the City Manager to request and receive from the Federal Emergency Management Agency (FEMA) Pelham, Alabama's Repetitive Loss Property information to consider application to FEMA's Community Rating System.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-11-01-05 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 1st day of November 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 1st day of November 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 1st day of November 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]

RESOLUTION 2021-11-01-06

Authorizing a Request for Assistance from the United States Department of Agriculture's Natural Resources Conservation Service

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to request assistance from the United States Department of Agriculture's Natural Resources Conservation Service (NRCS); and

WHEREAS, the City of Pelham is a municipal corporation organized under the Code of Alabama with a legal interest in or responsibility for the values threatened by a watershed emergency. It is understood as sponsors of emergency watershed protection measures the City of Pelham's responsibilities will include:

- Contributing a share of the project costs, as determined by NRCS, by providing funds or eligible services necessary to undertake the activity.
- Obtaining any necessary real property rights, water rights, and regulatory permits.
- Agreeing to provide for any required operation and maintenance of the completed emergency measures; and

WHEREAS, the City of Pelham has exhausted or has insufficient funding or other resources available to provide adequate relief from applicable hazards. The City of Pelham acknowledges that NRCS will not provide funding for activities undertaken by a sponsor prior to the signing of an agreement between NRCS and the sponsor.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the City Manager on behalf of the City of Pelham to request assistance from the United States Department of Agriculture's Natural Resources Conservation Service through the Emergency Watershed Protection Program.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-11-01-06 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 1st day of November 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 1st day of November 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 1st day of November 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



November 1, 2021

Mr. Ben Malone
Natural Resources Conservation Service
3381 Skyway Drive
Auburn, AL 36830

Dear Mr. Malone:

We request Federal assistance under the provisions of section 216 of the Flood Control Act of 1950, Public Law 81-516 or section 403 of the Agricultural Credit Act of 1978, Public Law 95-334, to restore damages sustained in the City of Pelham in Shelby County, Alabama by a significant flooding event (10 – 13 inches of rain in a 6-hour period constituting a 1000-year rainfall event as defined by NOAA data) on October 6, 2021. This work is needed to safeguard lives and property from an imminent hazard of further flooding. We are requesting assistance with clearing major debris (trees, large limbs and other large-scale debris) from Buck and Bishop Creeks.

We are a local municipality with a legal interest in or responsibility for the values threatened by the watershed emergency. We understand, as sponsors of emergency watershed protection measures, that our responsibilities will include:

- Contributing a share of the project costs, as determined by NRCS, by providing funds or eligible services necessary to undertake the activity.
- Obtaining any necessary real property rights, water rights, and regulatory permits.
- Agreeing to provide for any required operation and maintenance of the completed emergency measures.

We have exhausted or have insufficient funding or other resources available to provide adequate relief from applicable hazards. We acknowledge that NRCS will not provide funding for activities undertaken by a sponsor prior to the signing of an agreement between NRCS and the sponsor.

The names, addresses, and telephone numbers of the administrative and technical contact persons in our organization are as follows:

Gretchen DiFante
City Manager
PO Box 1419
Pelham, AL 35124
(205) 620-6520

André Bittas
Director of Development Services & Public Works
PO Box 1419
Pelham, AL 35124
(205) 620-6413

Please contact them for any additional information that you might need in assessing our request.

Sincerely,

Gretchen DiFante
City Manager



United States
Department of
Agriculture

National Sponsor Guide

Emergency Watershed Protection Program

United States Department of Agriculture
Natural Resources Conservation Service
www.nrcs.usda.gov

October 2021

Non-discrimination Statement and Complaint Policy

This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture (USDA), under number 68-7482-17-008. USDA is an equal opportunity provider, employer, and lender.

Non-discrimination Policy

In accordance with federal civil rights law and USDA civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with Disabilities

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's Technology & Accessible Resources Give Employment Today (TARGET) Center, which can also be reached by phone at (202) 720-2600 (voice and TTY). Or, contact USDA through the Federal Relay Service at (800) 877-8339.

Program information may be made available in languages other than English.

To File a Complaint

To file a program discrimination or Equal Employment Opportunity (EEO) complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at www.usda.gov/oascr and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed complaint form or letter to USDA by (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-940; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. Individuals who are deaf, hard of hearing, or have speech disabilities may also file a complaint through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

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1 Introduction

Information in this guide can help project sponsors working through the Emergency Watershed Protection (EWP) Program. It covers basic information about the Program and provides links to websites with more details.

1.1 The EWP Program

The EWP Program was established in 1978. Through the EWP Program, areas damaged by a natural disaster may get federal assistance to recover watershed function. EWP Program assistance is offered in the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.

1.2 Laws, Regulations, and NRCS Policies

The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) manages the EWP Program by following the federal laws and policies listed here:

Statutory Authorities

Section 216 of Public Law 81-516 (33 U.S.C. Section 701b-1)

Section 403 of Title IV of Public Law 95-334, the Agricultural Credit Act of 1978, as amended

Program Regulation and Policy

EWP Program requirements are detailed in the—

- [Code of Federal Regulations \(CFR\): 7 CFR Part 624 and 7 CFR Part 654](#)
- [NRCS EWP Program policy manual](#)

1.3 NRCS Contacts

District Conservationist

Your main point of contact for the EWP Program is your District Conservationist. You can find contact information for your nearest NRCS Service Center and District Conservationist on the [NRCS Service Center Locator Map](#).

State EWP Program Manager

EWP Program Managers coordinate program efforts in each state. Contact information for your state's EWP Program Manager, and more information about the Program, can be found on the [NRCS EWP Program web page](#).

State Conservationist

State Conservationists make sure that program recovery efforts meet the laws, regulations, and policies of the EWP Program. You can find contact information for your State Conservationist in the [NRCS State Offices Directory](#).

2 Program Overview

The EWP Program helps communities recover after natural disasters like floods, fires, windstorms, ice storms, hurricanes, typhoons, tornadoes, earthquakes, volcanic actions, slides, and drought.

When natural disasters strike, damage caused by wind and water can interfere with a watershed's ability to drain properly and safely. Sudden impairments such as debris-clogged drainage channels or unstable streambanks can lead to additional flooding and erosion, which can threaten lives and property. Federal assistance through the EWP Program can help state, local, and tribal governments implement emergency recovery measures to relieve imminent hazards in a watershed.

2.1 Program Administration

EWP Program assistance may be made available to project sponsors when the President declares a major disaster or when an NRCS State Conservationist declares that a natural event impaired a watershed's function. In either case, NRCS undertakes the emergency measures necessary and manages the program efforts. When necessary, NRCS coordinates EWP assistance with other agencies such as the Federal Emergency Management Agency (FEMA) and the U.S. Forest Service.

FEMA Coordination

The EWP Program and FEMA's Public Assistance Program sometimes work in response to the same major disaster events. In the 2018 Memorandum of Understanding between NRCS and FEMA, both agencies committed to establishing an Interagency Coordination and Operation (ICO) plan for improving coordination. The ICO Plan was approved in 2020 and establishes disaster response incident operations.

In the ICO Plan, the determination for applicable funding authority was highlighted. For NRCS to have authority for an emergency measure, NRCS must determine YES for all these questions to have EWP Program authority:

1. Are the measures for runoff retardation and soil-erosion prevention?
2. Has NRCS deemed the measures necessary to safeguard lives and property from floods, drought, and the products of erosion?
3. Has fire, flood, or any other natural occurrence caused a sudden impairment of that watershed?

Therefore, the determination of NRCS authority resides with NRCS, and NRCS does not have a way to make determinations on what emergency work could have been eligible for EWP Program assistance.

2.2 Program Assistance

In most situations, NRCS delivers assistance—technical and financial—to a project sponsor that meets program requirements (see Section 3.2). NRCS can only provide assistance directly to a landowner when NRCS determines that the best way to restore watershed function is by purchasing a floodplain easement. It is important to note that NRCS will not provide funding for activities undertaken by a sponsor prior to the signing of the agreement between NRCS and the sponsor (see Section 5.4).

Technical Assistance

NRCS offers its expertise to help sponsors decide how to deal with damage and to guide them through the EWP Program process. When natural disasters impair watershed function, NRCS checks to see if damaged sites are eligible for assistance and identifies actions to take that can help prevent additional flooding and soil erosion.

Once financial assistance is approved (see below) and allocated for an EWP project, NRCS also provides technical assistance to complete the planning, design, and construction oversight of the recovery measures.

Financial Assistance

Through the EWP Program, NRCS may pay up to 75 percent of the cost of construction of eligible recovery measures. For communities designated as limited resource areas, NRCS may pay up to 90 percent of construction costs. Limited resource areas are determined by using the most recent national census information. To find out if your community qualifies as a limited resource area, please find a map on the National EWP Program webpage (<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/landscape/ewpp/>) and discuss with your EWP POC. The agreement between NRCS and the sponsor will include who is responsible for contracting the construction of the emergency measures.

3 Sponsor Requirements

NRCS must work with a project sponsor to provide EWP Program assistance. The one exception is when NRCS decides the best option is to purchase a floodplain easement. When this happens, NRCS can provide assistance directly to a landowner. Otherwise, private landowners seeking EWP Program assistance must work through a qualified sponsor.

3.1 Sponsor Eligibility

A project sponsor must be a state, a state agency, a legal subdivision of a state government, a local unit of government, or a Native American Tribe or Tribal organization with a legal interest in or responsibility for the areas threatened by a watershed emergency.

3.2 Sponsor Requirements

Project sponsors must be able to—

- Obtain all necessary property rights, water rights, and permits.
- Provide their share of the construction costs.
- Cover any unreimbursed expenses.
- Operate and maintain any completed recovery measures.

3.3 Sponsor Contribution

Sponsors must share in the cost of construction.

NRCS can typically cover up to 75 percent of construction costs while a project sponsor pays at least 25 percent of the cost. For limited resource areas, the cost share is 90/10.

The sponsor's part of the cost-share can be met using—

- cash
- goods or services (e.g., equipment, materials, construction management)
- a combination of cash, goods, and services

The NRCS State Conservationist determines if and what goods and services can be used to meet the sponsor's portion. Equipment, materials, and construction quality control are some examples of goods and services, also called "in-kind services," that may qualify.

Sponsors cannot use funds received from a Federal grant as their matching share for EWP recovery measures.

4 Program Requirements

EWP Program assistance may be made available when a watershed emergency exists. A watershed emergency means that a natural event such as a flood, tornado, or wildfire caused a sudden watershed impairment and life and/or property is at risk.

4.1 Program Eligibility

While NRCS will check to see if damaged sites qualify for program assistance, the following definitions can help sponsors get a sense of the program criteria NRCS uses to determine eligibility.

- **Watershed impairment**
A significant natural event suddenly lowered the ability of a watershed to function properly or safely. The damage must be from recent disaster event(s) and not have happened over time, like when typical rainstorms gradually erode a streambank. Also, because an impairment must be sudden and due to a significant event, the impairment cannot be due to a lack of maintenance.
- **Imminent threat**
Another strong natural event in the near future could cause major property damage or threaten human life. The threats may be at the damaged site: upstream or upslope, downstream or downslope. They also might be exigent—an emergency that demands immediate action.
- **Property**
Property is defined as any man-made structure permanently affixed to the land, like houses, buildings, roads, utilities, structures, and dams. Orchards, crops growing, and standing timber are not viewed as property by the EWP Program as they might be eligible for other USDA emergency programs.

As part of the eligibility determination, NRCS must consider some of the limitations of the EWP Program. Those limitations are listed below:

- The same structural practices are limited to two installations within a ten-year period. So, if a structural solution fails twice, the only EWP solution remaining is the purchase of a floodplain easement.
- EWP assistance will not be used to perform maintenance. A sponsor may be asked to provide a structures O&M plan to ensure that EWP work is not in fact maintenance.
- EWP assistance will not be used to repair, rebuild, or maintain private or public transportation facilities, public utilities, or similar facilities.
- NRCS EWP funds will not be provided on any Federal lands if such assistance is found to augment the appropriations of other Federal agencies. For Federal lands, it is the Federal land management department or agency that is responsible for securing funding to undertake emergency repair activities within lands under its control.
- EWP assistance is not available for repair or rehabilitation of nonstructural management practices, such as conservation tillage. This is a clarifying limit to focus EWP on threats to property or human life.

- EWP assistance is not provided to repair coastal erosion to beaches, dunes, and shorelines, including those along the Great Lakes. Remember that the “W” in EWP stands for watershed.
- EWP assistance is not available if the recovery measures are eligible for assistance under the Emergency Conservation Program (ECP) administered by the Farm Service Agency. EWP differs significantly from ECP because a sponsor is required for EWP recovery work. Also, unlike ECP, EWP recovery assistance may not be applied on cropland.

4.2 Eligible EWP Work

NRCS staff will then check each damaged area to try to plan an eligible solution using EWP Program assistance. The answer to all of the following questions must be **Yes** for NRCS to fund an emergency measure at a site:

- Does the proposed solution provide protection from additional flooding or soil erosion?
- Does it reduce threats to life or property from a watershed impairment?
- Does it restore the hydraulic capacity to the natural environment to the maximum extent practical?
- Is it economically and environmentally defensible and technically sound?

Technical Soundness

All engineering work must follow the requirements of the National Engineering Manual. Design work must follow requirements of the NRCS conservation practice standards detailed in Section IV of the Field Office Technical Guide (FOTG). Construction of the recovery measures must follow specifications found in the National Engineering Handbook (NEH) Part 642. All structural engineering designs completed by the sponsors must be signed and sealed by registered Professional Engineer (PE) in the state.

5 Program Process

NRCS and sponsors work together on EWP Program recovery efforts.

When it's safe to visit a damaged site, NRCS gets to work checking the amount of damage. Sponsors may contact the NRCS District Conservationist or State EWP Program Manager and request assistance to assess damage that may be causing a watershed impairment.

Sponsors play an important role in the EWP Program from the point that they request assistance. Sponsors may help to choose and prioritize potential program sites. They share in both the cost and the construction of recovery efforts and are responsible for the operation and maintenance of the completed works.

A general outline of the EWP process and sponsor involvement is shown in the table below:

	EWP PROGRAM PROCESS	SPONSOR ACTIONS
1	A sponsor may submit a request to NRCS for EWP assistance	Contact the local NRCS District Conservationist or State EWP Program Manager to discuss submitting a request
2	NRCS determines whether EWP is applicable and prepares an initial cost estimation and damage survey report (DSR)	Contribute DSR team members
3	Funding (if available) is allocated for implementation of the emergency measures identified in an approved DSR	Prepare forms needed to receive federal assistance
4	Enter into a Project Agreement	In cooperation with NRCS, define the responsibilities and activities to be carried out
5	Design and Construct Recovery Measures	If sponsor is responsible for design and/or construction, complete these activities as assigned in the Project Agreement
6	Request Cost Reimbursement	Follow process in the Project Agreement
7	Perform Operation and Maintenance	If NRCS determines a need for O&M, the sponsor will provide necessary O&M

On the pages that follow is information to help you anticipate events that may happen as part of the EWP Program process. If you have any questions about the information in this guide, please contact your NRCS District Conservationist.

Also, on the pages that follow are links to websites where you can find forms and documents that NRCS may ask you to fill out and send in. More forms, documents, and instructions may also be found in the [Sponsor Resources](#) section of the [NRCS EWP Program](#) website.

5.1 Request Program Assistance

To be considered for EWP Program assistance, a project sponsor must make a formal request for assistance to the NRCS State Conservationist (contact information in Section 1.3).

The request needs to share basic information about the sponsor's organization, the date of the natural disaster event, and details on the location and scope of the problems. It must also tell NRCS that your organization agrees to—

- Contribute your share of project costs.
- Obtain all land rights and permits.
- Perform and cover the costs of any operation and maintenance (O&M).

Finally, the letter must state that your organization will not have enough resources to put in place disaster recovery measures without getting assistance through the EWP Program.

Time limit: **60 days**

NRCS can only consider requests for assistance received within 60 days from either the date of the disaster event or the date damaged sites could be safely accessed.

Forms &

Documents: [Sample form letter](#)

Register in SAM

The System for Awards Management (SAM) is a federal procurement database. NRCS can only enter into an EWP Program agreement (see Section 5.4) with sponsors that have an active registration in SAM. If your organization is not already registered in SAM when you request EWP Program assistance, immediately start the process on the [SAM website](#). Also, the sponsor must have an active SAM registration for the duration of the agreement and up through final payment.

5.2 Evaluate Sites and Complete DSRs

When NRCS receives a sponsor's letter asking for assistance, the State Conservationist assigns staff to a Damage Survey Report (DSR) team that reviews and evaluates the damages referenced in the letter. Because sponsors must provide cost share and resources to the recovery effort, they can also help to choose and prioritize possible locations where recovery measures will be installed as part of the EWP Program response. For this reason, NRCS may ask that someone who can represent the sponsor go with the DSR Team on the site visits.

Damage Survey Report

NRCS staff evaluates the sites record what they find during a site visit on a DSR. The DSR contains information about—

- the sponsor
- damaged sites and their eligibility for program assistance
- proposed recovery measures
- the cost of restoration versus its benefit
- environmental and social impacts

The completed DSR will describe the proposed recovery measures, along with an estimate of what it will cost to complete the measures. They consider how recovery measures might affect a community and if property owners and other stakeholders will find the work acceptable. NRCS will emphasize measures that are the most economical and are to be accomplished by using the least damaging practical construction techniques and equipment that retain as much of the existing characteristics of the landscape and habitat as possible.

CPA-52 Environmental Evaluation Worksheet

As part of the site evaluation, NRCS staff take care to account for and estimate the potential impact on the environment of implementing recovery measures. Efforts must be made to avoid or minimize adverse environmental impacts associated with the implementation of emergency measures, to the extent practicable, giving special attention to protecting cultural resources and fish and wildlife habitat. Findings get reported on the CPA-52 Environmental Evaluation Worksheet, which NRCS must complete with each DSR. You can find more information about the CPA-52 Environmental Evaluation Worksheet on the [USDA NRCS Environmental Compliance web page](#).

Time limit: 60 days

For a project to be considered for program funding, the NRCS State Conservationist must submit the DSRs within 60 days from receipt of a sponsor's formal letter of request.

5.3 Funding of Emergency Measures

If national EWP funds are available, funds will be provided to the NRCS State Conservationist for the proposed EWP measures identified in the DSR.

When there is not enough federal money or it is not available, the DSR gets put on a waitlist. When this happens, there is no guarantee that NRCS money will eventually be supplied for the project. So, while a DSR is on the waitlist, NRCS suggests that sponsors do the following:

- Look for other funding.
- Notify NRCS if any part of the project gets done by other means.
- Notify NRCS if conditions change at any sites listed on a DSR.

If the condition at any site gets worse, to the point that the danger is severe, tell your District Conservationist right away.

5.4 Enter into a Project Agreement

Before EWP Program work can begin, the sponsor and NRCS must enter into a project agreement. NRCS cannot reimburse a sponsor for costs on work started before the project agreement gets signed by both parties. The agreement sets up the responsibilities and cost share of both NRCS and a sponsor, and who will complete the design, contract administration, and construction inspection of the emergency's measures.

A project agreement describes the scope of the recovery measures. It explains, in detail, the financial assistance and technical assistance that NRCS will provide. Also, in it are plans for making sure that recovery measures meet a certain level of quality.

NRCS staff help sponsors locate and understand documents that must be turned in with a project agreement. They also create a statement of work and because every project has different needs and resources, statements of work look different.

5.5 Design and Construct Recovery Measures

Sponsors and NRCS work together to put recovery measures in place. If the sponsor is responsible for design, the process starts with a pre-design meeting hosted by the sponsor and attended by technical representatives and engineers. During this meeting, the sponsor and NRCS set design limits and the project schedule. If a sponsor is responsible for design, NRCS can provide technical assistance funding to reimburse a portion of sponsor costs related to project design and construction administration. A sponsor may complete the design and contact work internally or hire a consultant. NRCS will work with the sponsor during the design phase to coordinate any needed reviews and concurrence of the design. If NRCS is responsible for design, NRCS completes the design and construction contracting to implement the project.

Other documents needed to be completed include the plan of operations (for force account agreements) and the quality assurance plan (QAP) as well as an operation and maintenance (O&M) plan.

Plan of Operations

When sponsors agree to supply construction services as part of their cost share, a plan of operations must be developed. In the plan are quantity and cost estimates.

Construction Quality Assurance Plan

The QAP lays out details like when and how often testing and inspections happen as well as who must complete these tasks. Also listed in the QAP are critical milestones when more testing and inspections need to happen.

Operation and Maintenance Plan

The O&M plan defines what actions the sponsor will do to ensure the EWP recovery measures function as designed once construction is complete. Items may include mowing, reseeding vegetation, removing sediment, reshaping earth fill, replacing rock riprap, and so on.

During the design and construction phases, project sponsors may have to—

- Get any necessary real property rights, water rights, and regulatory permits.
- Request contractor bids.
- Manage and pay on construction contracts.
- Keep documentation of construction and technical service costs.
- Inspect constructed recovery measures.

NRCS staff also inspects implemented recovery measures to make sure they meet approved plans and specifications, are stable, and can survive another major natural event.

An EWP Program project is thought of as complete when all tasks and inspections are done and have been accepted by NRCS.

Time limit: 220 days (10 days for exigent situations where the threat is immediate)

Construction of recovery measures must be done within 220 calendar days (10 days for exigencies) from the day that program funds are allocated to the NRCS State Conservationist for the recovery measures.

Forms &

Documents: Listed here are some forms and documents often referenced and used during the design and construction of recovery measures.

- [FOTG Conservation Practice Standards](#)
- [QAP template – Structural Work](#)
- [QAP template – Debris Removal](#)
- [QAP template – Typical Inspection](#)
- [O&M plan sample](#)

5.6 Request Reimbursement of Costs

Once there is a signed agreement, any work items that are completed and approved by NRCS can be submitted for reimbursement if they are the responsibility of the sponsor. Sponsors do not have to wait until a project is complete to request reimbursement of their eligible costs and expenses. Sponsors can submit reimbursement requests as often as each month. Once NRCS approves a request, payment is made by electronic funds, usually within 14 days.

To help make the reimbursement of construction costs go smoothly, sponsors can save and submit supporting documentation that provides as much detail as possible., Listed here are some documents commonly required. Note that NRCS may request additional documentation not shown on this list.

Construction reimbursement:

- Construction invoices
- Contractor proof of payment (showing items and quantities installed)
- Certification by the engineer of record
- Other: quantity calculations, rock weight tickets, etc.

In-kind construction reimbursement:

- Employee timesheets (including hourly rate)
- Equipment operation logs (including type, dates, hourly rate, time in operation)
- Other: material type, quality, quantities

Technical and administrative service reimbursement:

- Consultant invoices
- Proof of payment
- Employee timesheets (including hourly rate)

Time limit: 90 days

Sponsors must submit final requests for reimbursement within 90 calendar days from when the EWP agreement ends.

Forms &

Documents: [SF-270 Request for Advance or Reimbursement](#)

5.7 Perform Operation and Maintenance

Sponsors are required to make sure that a recovery measure continues to function as designed. They do so by carrying out O&M tasks on structural recovery measures put in place. Sponsors are responsible for O&M costs.

The need for an O&M agreement will be determined by the NRCS State Conservationist on non-Federal lands. For Federal lands, the Federal agency is responsible for operating and maintaining emergency measures.

O&M tasks get defined in the O&M plan during the design. A sponsor's O&M responsibilities begin when construction is completed and extend for the duration of the time required for the emergency measure to serve the purpose for which it is installed. NRCS monitors any recovery measures put in place and communicates any concerns to project sponsors.

6 Program Forms and Documents

Sponsors are required to complete and submit specific forms and documents throughout the EWP Program process. Some have already been mentioned in previous sections of this guide. Those mentioned and additional forms and documents that you can expect to submit are listed, linked to, and described here.

ADS-78 Real Property Assurances (federal contract only)

This USDA NRCS form is used by a sponsor to provide assurances to NRCS regarding real property rights. The form must be completed and submitted prior to the implementation of recovery measures funded through EWP Program financial assistance.

Attorney's Title of Opinion Form Letter (federal contract only)

The attorney's title of opinion form letter certifies that the sponsor has adequate title, right, permission, and authority over the property on which EWP Program recovery measures will be implemented.

Certification of Lobbying

This document certifies that a sponsor has not been involved in lobbying activities that may have influenced or resulted in the award of EWP Program assistance.

Quality Assurance Plan Templates

A quality assurance plan (QAP) outlines the responsibilities of a sponsor to ensure that recovery measures are installed in accordance with project plans and specifications. QAPs identify all the individuals who will perform various quality assurance tasks. QAPs outline the frequency and timing of inspections and designate items of work that require continuous inspection versus intermittent or periodic inspection. Sponsors can use the following templates for completing QAPs.

- QAP template – Structural Work
- QAP template – Debris Removal
- QAP template – Typical Inspection

Operation and Maintenance (O&M) Plan Template

Sponsor tasks related to the operation and maintenance of recovery measures get defined in the O&M plan during the design of a project. The O&M plan identifies items that will require maintenance, cost estimates, the timing of inspections, and the length of time that a sponsor will be required to complete operation and maintenance on recovery measures. Here is a sample O&M plan.

Request for Assistance Form Letter

Sponsors can use this form letter to submit a formal request for assistance. Using this template will ensure all required elements of a formal request are provided. Remember that NRCS can only consider requests for assistance received within 60 days from either the date of the disaster event or the date damaged sites can be safely accessed.

SF-424 Forms

To receive EWP Program assistance the following SF-424 federal forms must be completed by a sponsor:

- SF-424: Application for Federal Assistance
- SF-424C: Budget Information (Construction Programs)
- SF-424D: Assurances (Construction Programs)

Fillable PDFs and instructions can be accessed through the web page [link](#) provided.

SF-270 Form Request for Advancement or Reimbursement

Form SF-270 is a federal form used to request reimbursement for eligible costs that a sponsor has already paid to design or implement EWP Program recovery measures. This form must be submitted along with supporting documentation. Sponsors will be paid by electronic funds transfer (EFT) approximately 14 days after NRCS approves the request.

7 Frequently Asked Questions

7.1 Program Eligibility

Q: What damage is commonly eligible for recovery under the EWP Program?

A: Head-cutting gullies, severely eroded stream banks and drainage ditches, wildfire damage, debris in channels, sediment deposits in creeks and drainage ditches, channel stabilization at culverts and bridges, landslides causing a watershed impairment, and so on.

Q: What amount of debris or sediment in a channel would cause a watershed impairment and thus be eligible for removal under the EWP Program?

A: While channel blockages are site-specific, if debris or sediment blocks more than 25 percent of the cross-sectional area, it is likely to pose a threat.

Q: What is an example of a landslide threat that is eligible for program assistance?

A: A hillside adjacent to a road experiences a slope failure during a storm event. The slide has filled a major channel or large ditch and is causing severe flooding onto the road. Removal of the slide material and stabilization of the site may qualify for program assistance.

7.2 Program Limitations

Q: What types of damage are not eligible for program assistance?

A: Pre-existing damage or damage resulting from regular storm events is not eligible for program assistance. Other program limitations include damage—

- that threatens farmland, woodland, or pastureland only
- to beaches, dunes, or shorelines
- to structures installed by other federal agencies, such as canals and drainage channels built by the USACE

Q: Can program assistance be used to repair infrastructure (e.g., roads, bridges, etc.)?

A: Program assistance can be used to relieve a threat to infrastructure, not repair infrastructure.

Q: Can program assistance be used to construct a new channel to provide the drainage necessary for protection from flooding that creates a threat to life and property?

A: NRCS will only provide assistance for measures that restore the hydraulic capacity to the natural environment to the maximum extent practical.

7.3 Program Process

Q: Which sites must have a site-specific O&M plan?

A: The need for an O&M agreement will be determined by the NRCS State Conservationist. Most structural work will require an O&M plan. Some non-structural work, like debris removal, may not require an O&M agreement.

Q: How neat and detailed do construction drawings need to be?

A: The amount of detail should be commensurate with the complexity of the site. There should be enough detail for NRCS to determine if the construction meets the program's intent and for a contractor to perform the construction.

Q: Do all engineering plans need to have a professional engineer (PE) seal?

A: Yes, except for sites where only debris removal is occurring. Further, NRCS engineers review all engineering plans and specifications and must concur with the recovery measures.

Q: Who performs the final inspections of implemented recovery measures?

A: This depends on who is responsible for the construction phase. When the sponsors are responsible for construction, NRCS will confirm that they align with previously concurred plans. If NRCS finds any critical deficiencies, the sponsor must correct them before NRCS can make a final reimbursement.

8 Document Links

- Service Center Locator
<https://offices.sc.egov.usda.gov/locator/app>
- State EWP Program Manager
<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/landscape/ewpp/>
- State Conservationist Directory
<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/contact/states/>
- NRCS EWP Program Managers and Limited Resource Area Counties Map
<https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/landscape/ewpp/>
- Code of Federal Regulations (CFR): 7 CFR Part 624 and 7 CFR Part 654
<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-VI/subchapter-C/part-624>
<https://www.ecfr.gov/current/title-7/subtitle-B/chapter-VI/subchapter-F/part-654>
- EWP Program Manual
<https://directives.sc.egov.usda.gov/45933.wba>
- National Engineering Manual
<https://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=43502.wba>
- Field Office Technical Guide
<https://efotg.sc.egov.usda.gov/> Conservation Practice Standards in Section IV
- National Engineering Handbook (NEH) Part 642
https://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/technical/engineering/?cid=nrcs143_026831
- SAM Website
<https://sam.gov/content/home>
- CPA-52 Environmental Evaluation Worksheet
https://www.nrcs.usda.gov/wps/portal/nrcs/detail/?cid=nrcs143_026873
- SF-270 Request for Advance or Reimbursement
<https://www.grants.gov/forms/post-award-reporting-forms.html>
- ADS-78 Real Property Assurances
<https://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=30969.wba>
- Certification of Lobbying
<https://www2.ed.gov/fund/grant/apply/appforms/ed80-013.pdf>
- SF-424 Forms
<https://www.grants.gov/forms/sf-424-family.html>

RESOLUTION 2021-11-01-07

Considering the ABC Application by Margarita Grill, LLC
Operating Under the Trade Name Margarita Grill Turns 15

WHEREAS, the Pelham City Council has considered the ABC application for applicant Margarita Grill, LLC located at 234 Cahaba Valley Road, Pelham, Alabama 35124 operating under the referenced trade name as follows:

Margarita Grill Turns 15

140 Special Events Retail License

Event will be held Only on November 16, 2021

No Alcohol Outside of Licensed Area and No To Go Sales

WHEREAS, Margarita Grill, LLC has requested to enclose the parking lot of their restaurant on the above referenced day for the 2021 event and agrees to the following:

1. License covers the parking lot and frontage area whether bordering Highway 119 or any other appropriate space within the grounds on the specific date as listed above.
2. All alcohol must be contained to the confined area of the event.
3. Margarita Grill, LLC will insure everyone complies with all aspects of the Pelham Noise Ordinances No. 270 and 270-1.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council that the Pelham City Council hereby _____ the application(s) as submitted.
(approves or denies)

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-11-01-07 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 1st day of November 2021.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

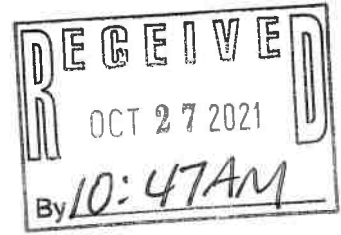
Tom Seale, MMC, City Clerk/Treasurer

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 1st day of November 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 1st day of November 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



MEMORANDUM

To: MAYOR WATERS, CITY MANAGER DIFANTE AND CITY COUNCIL MEMBERS
From: PATRICK CHEATWOOD, CHIEF OF POLICE 
Date: OCTOBER 25, 2021
Subject: ABC LICENSE APPLICATION – BACKGROUND INVESTIGATION

The police department has conducted an investigation of the applicant(s) application for a new ABC license with the following results and recommendation:

The applicant is Margarita Grill LLC, operating under the trade name Margarita Grill Turns 15, which will be held in the parking lot of 234 Cahaba Valley Road, Pelham, AL 35124. The applicant is requesting a 140 – Special Events Retail license.

A name based check of the corporate member(s) through ALEA disclosed no criminal record in the State of Alabama only.

The Pelham Police Department conducted an in-house name based check which was also negative.

****Special Terms** – Event start date is 11/16/2021 and the ending date is 11/16/2021. No alcohol outside of licensed area and no to go sales. Event held on 11/16/2021 only.

****License Covers** – Parking lot and frontage area whether bordering 119 or any other appropriate space within the grounds on 11/16/2021 only. No alcohol outside of licensed area. No to go sales.

****Contact Person:** Javier Jerez – Business Phone # 205-982-7281
Cell Phone # 205-329-5209

RESOLUTION 2021-11-01-08

Pelham Planning & Zoning Commission Reappointment

WHEREAS, pursuant to Section 11-52-03, Code of Alabama (1975), as amended, the Mayor has the authority to make appointments to the Pelham Planning & Zoning Commission; and

WHEREAS, the Mayor reappoints Russell Biciste to Place No. 2 with the term of office expiring on September 30, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to affirm the Mayor's reappointment of the above named citizen to the Pelham Planning Commission & Zoning with the term of office as specified.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-11-01-08 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 1st day of November 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 1st day of November 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 1st day of November 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]

PELHAM PLANNING COMMISSION

<u>Name & Address</u>		<u>Term Expiration</u>
Claude Peacock 2435 Dalton Drive Pelham, AL 35124 663-7309 (H) 585-4273 (C) Email: cfpeacock@mindspring.com	(Place No. 1)	09/30/2026
Russell Biciste (Co-Chairperson) 1809 Indian Hills Road Pelham, AL 35124 621-7752 (H) 915-2551 (C) Email: rbiciste74@yahoo.com	(Place No. 2)	09/30/2021
Chad Hester 528 Crosscreek Trail Pelham, Al 35124 205-369-6227 Email: 1hester@bellsouth.net	(Place No. 3)	09/30/2022
Paul Howell 817 Ballantrae Pkwy Pelham, AL 35124 205-620-2153 (H) 205-902-6375 (C) Email: howell21@mac.com	(Place No. 4)	09/30/2023
Kim Speorl (Chairperson) 2649 N Chandalar Lane Pelham, Al 35007 910-4232 (C) Kimberly: Bdev78@aol.com	(Place No. 5)	09/30/2024
David Russell 1815 Chandbury Circle 807-2495 (C) Email: DRussell@warehouse31.com	(Place No. 6)	09/30/2022
Danny Tate 217 Oak Forest Drive Pelham, Al 35124 919-6880 (C) Email: dtate@pelhamalabama.gov	Administrative Official	11/02/2020
Rick Wash 106 Indian Landing Road Pelham, Alabama 35124 (205) 492-2322 Email: rwash07@gmail.com	Council Representative	11/03/2025
Mayor Gary Waters 131 Pelham Heights Pelham, Alabama 35124 663-1641 (H) 807-6865 (C) Email: garywaters@pelhamonline.com		11/03/2025
Updated: 06/24/2021		6-Year Term

Tom Seale

From: Russell Biciste <rbiciste74@yahoo.com>
Sent: Tuesday, September 28, 2021 8:31 PM
To: Gary Waters
Cc: Tom Seale
Subject: Pelham Planning Commission

Mayor Waters,

I, Russell Biciste would love to be considered for reappointment to the Planning Commission. I am excited about the future for the City of Pelham and want to continue to play an active roll in making our city the one of the best places in the world.

Sincerely,
Russell Biciste

Sent from my iPhone

RESOLUTION 2021-11-01-09

Appointments to the City of Pelham Storm Water Board

WHEREAS, the Pelham City Council desires to appoint citizens to the City of Pelham Storm Water Board effective November 1, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council that the following citizens be appointed to the City of Pelham Storm Water Board with the term of office ending as noted.

Tanner Casey, Place No. 2 Term of Office ending on October 31, 2024

Michael Wallace, Place No. 5 Term of Office ending on October 31, 2022

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2021-11-01-09 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 1st day of November 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 1st day of November 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 1st day of November 2021.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]

Pelham Storm Water Board
June 7, 2021

<u>Name</u>		<u>Term Expiration</u>	
Keith Chambers 220 Eagle Cove Lane Pelham, AL 35124 (205) 908-4623 (C) (205) 426-0494 keith.chambers@trinovainc.com	(Place No. 1)	10/31/2023	
John Hooper 184 Cove Lane Pelham, AL 35124	(Place No. 2)	<u>10/31/2020</u>	(10/31/2024)
Will T. Moore, II 121 Carnoustie Drive Pelham, AL 35124 (205) 527-1361 rudiments2play@yahoo.com	(Place No. 3)	10/31/2024	
Vacant	(Place No. 4)	10/31/2021	
Joel Childers 153 Cahaba Valley Parkway Pelham, AL 35124 (205) 664-8498 jbchilders@carrengineers.com	(Place No. 5)	<u>10/31/2018</u>	(10/31/2022)
None	Council Liaison	11/03/2025	

Section 01-060. Composition; Terms; Filling Vacancies

The five (5) members of this board shall be appointed by the City Council of the City of Pelham for terms of four (4) years. All members shall serve until their successor is appointed and all members shall serve at the pleasure of the City Council. In the event of a vacancy, the City Council shall appoint a member to fill the unexpired term. The Board shall select its own chairman, vice-chairman and secretary. The members shall serve without compensation, are eligible for reimbursement of their actual expenses incurred in attending meetings of the Board and the performance of any duties as members of the Board as are properly documented and authorized by Law.

William T. Casey

Project Manager

Contact

109 Stone Road
Pelham, AL 35124
334-399-5329
caseywt@auburn.edu

Tom Seale
City Clerk/Treasurer
City of Pelham
PO Box 1419
Pelham, AL 35124

Dear Mr. Seale,

I would like to be considered for appointment to the City of Pelham Storm Water Board. As a member of the community, as well as a Professional Civil Engineer, I take great interest in all aspect of storm water management. I have substantial experience in the areas of storm water and erosion control design, storm water management, and best practices for residential, commercial, and industrial development. I have seen firsthand the power that water has if left unchecked throughout my career. I believe I am more than capable of using my experience to improve the City of Pelham's standards and procedures for managing storm water runoff, thus providing a better community and environment to live and work in.

Thank you for taking the time to review my resume. I look forward to hearing back on a decision.

Sincerely,

Tanner Casey, P.E.

William Tanner Casey, P.E.

Objective

Obtain a civil engineering job that allows for design in multiple areas of the civil engineering design field, as well as providing a work environment that requires effective communication and interaction with others.

Education

2006 - 2011 Auburn University Auburn, AL

- Bachelors of Civil Engineering Degree
- 2.3 overall GPA.

Kindergarten – 12th Grade Hooper Academy Hope Hull, AL

- College Preparatory Curriculum.
- 3.5 overall GPA.
- 25 A.C.T. score.

Work History

May 2021 – present LBYD Engineers, Inc. Birmingham, AL

Project Manager

- Design civil infrastructure for site development projects, including water, sanitary sewer, storm systems, retention and detention ponds, roadways, driveways, parking lots, and site grading.
- Supervise LBYD personnel in areas of project scheduling, design principles, plans production, cost estimating, and construction administration tasks.
- Manage civil/site projects from design phase through bid phase and completion of construction.
- Produce plans and specifications for both bid and construction phases using AutoCAD Civil 3D.
- Calculate quantities for construction of projects and create detailed cost estimate for projects.
- Construction administration and construction management for projects, including submittal reviews, field reports, change order reviews, project closeout documents, etc.
- Use Microsoft Office programs, including Word, PowerPoint, and Excel, as well as project management and scheduling software.

June 2016 – May 2021 Krebs Engineering, Inc. Montgomery, AL

Project Engineer

- Design civil infrastructure for site development projects, including water, sanitary sewer, storm systems, retention and detention ponds, roadways, driveways, parking lots, and site grading.
- Design water and sanitary sewer utilities for municipal clients.
- Manage civil/site projects from design phase through bid phase and completion of construction.
- Produce plans and specifications for both bid and construction phases.
- Use Microstation and InRoads design software to create 3D surface models of site and grading design. (Also used AutoCAD & Civil 3D during college.)
- Use Microsoft Office programs, including Word, PowerPoint, and Excel.
- Calculate quantities for construction of projects, and create detailed cost estimate for projects.
- Construction administration and construction management for projects, including submittal reviews, field reports, change order reviews, project closeout documents, etc.

Civil Engineering Graduate

- Designed roadways, including horizontal and vertical alignments, superelevation, front and back slopes, grading and site development plans, bridges, and drainage structures to both AASHTO and state design standards.
- Manage roadway design projects through design phase.
- Produce plans for roadway and bridge construction.
- Use Microstation and InRoads design software to create 3D surface models of roadways.
- Use Microsoft Office programs, including Word, PowerPoint, and Excel.
- Calculate quantities for construction of projects, and create detailed cost estimate for projects.

Additional employment history available upon request.**Awards / Honors/
Extracurricular
Activities**

- Passed the PE Exam – October 2016.
- Passed the FE Exam– April 2014.
- Certified Professional Engineer from the State of Alabama Board of Licensure for Professional Engineers & Land Surveyors (PE # 36278) – December 2016
- Treasurer of Alabama Society of Professional Engineers, Montgomery Chapter (2017)
- Vice President of Alabama Society of Professional Engineers, Montgomery Chapter (2018)
- President of Alabama Society of Professional Engineers, Montgomery Chapter (2019)
- College member of American Society of Civil Engineers
- Middle School Boys Assistant Basketball Coach for Montgomery Academy 2012-2013
- Varsity Girls Assistant Basketball Coach for Hooper Academy 2011-2012

References

References are available upon request.

Dear Mr. Tom,

I would like to express my interest and to submit my application for the Storm Water Board. I graduated from the University of Alabama with a bachelor degree in Geography and minor in Geology. While being an intern at the United States Geological Survey, I measured discharge of streams and rivers as well as taking samples. I have gained invaluable experience over the years working in GIS and in the IT industry that would prove to be a great asset to this Storm Water Board of Pelham.

Gratefully yours,

Michael W. Wallace

Michael W. Wallace
(205) 222-7649

Michael W. Wallace

313 Creekside Lane, Pelham, Alabama 35124 •
(205) 834-3319 • wallace0834@gmail.com

Summary

A dedicated Application Administrator with over five years of experience in external business support and consulting, system integration, full life cycle development, testing and IT operations. My expertise is broad in scope to capitalize on the ability to contribute to innovative design, configuration support, break-fix, and solution-driven and quality assurance initiatives.

Core Qualification

- Data Mining
- Business Analysis
- Application Administration
- Process focused
- Solution oriented
- Customer focused
- Documentation

Professional Experience

Motion Industries, Irondale, AL

2019 to Present

Motion Industries ranks in the top 5 of industrial supply chains with over \$ 7 billion in annual revenue sales while serving 300,000 clients.

Application Administrator

- Creates and maintains scripting for security and backup functions of Qlik Sense Enterprise.
- Manages the configuration, installation and upgrade of the business intelligence tool (Qlik) within the company's infrastructure.
- Designs complex security rules for custom roles access in QMC including hiding apps, sheets and app objects for multiple users.
- Monitors the overall performance of Qlik on eight servers
- Ensures projects are delivered on time and according to specification.

Fidelity Information System Global, Birmingham, AL

2013 – April 2019

FIS Global is the world's largest provider of banking technology provider with over \$10 billion in annual revenue sales while serving 20,000 clients.

Application Support Analyst III

Responsible for the full range of system analysis of Connections (CRM application) in assisting banks and credit unions with their customized target promotions and campaigns of financial data.

- Provided user support and assisted users with issues and problems within service level agreement.
- Identified and documented software defects and then prioritized on their severity.
- Developed SQL queries and technologies to automate business workflow, improve productivity and reduce cost.
- Performed administrative tasks such as user setup and management, assigning security roles, data analysis, creating and maintaining reports.
- Performed analysis to identify bugs in HTML, PHP and SQL.
- Designed custom reports per customer's request using aggregate functions in SQL to increase revenue.

Doozer Software, Birmingham, AL

2012 – 2012

Support Specialist/Contractor

Responsible for providing employee technical support, imaging new equipment and tracking all computer equipment with Alabama Power's organization

- Developed and implemented an Excel spreadsheet to track all asset equipment to determine end of lease terms thereby saving the company money.
- Built, optimized and managed secure server in both physical and virtual environments including user account management, software and hardware upgrades and configuration.
- Demonstrated experience in creating Microsoft Group Policy.
- Managed and configured VMware environment.

Dell Inc., Birmingham, AL

2010 – 2011

Dell Services, \$2.2 billion division of Dell Corporation that includes IT and business services, infrastructure, cloud and business process services.

Technical Service Specialist/Contractor

Responsible for providing end user support for St. Vincent's Hospital facilities with configuration of peripherals, break-fix and responding to customer inquiries.

- Successfully configured smart phone devices for Microsoft Exchange E-mail server.
- Won recognition for supplying upgrades to equipment in a timely manner while reducing percentage breakdown delivered ahead of schedule.
- Researched, performed troubleshooting and resolved problematic issues with hardware equipment and software applications.

IBM Corporation, Hoover, AL

2009- 2010

IBM Corporation is a \$92 billion Hardware /Software and Service Technology Company.

Desktop Support Specialist/Contractor

- Coordinated and performed lease roles, installs, backups and system administrative duties with SLA.
- Provided tier 2 support for over 3,000 AT&T employees across four different divisions of the company.
- Administered user accounts in Active Directory for new and existing employees.

Education

B.A., University of Alabama, Tuscaloosa, Alabama

Major: Geography / Geology

Certifications/Licensure

Samford University, Birmingham, Alabama

Geographic Information System (GIS)

Technical Skills

PostgreSQL and UNIX

Software Platform

Microsoft Office 365

Microsoft Project 2010

Qlik (Business Intelligence)

Windows 10, Windows 2016 Server

ORDINANCE No. 135-243

AN ORDINANCE OF THE CITY OF PELHAM, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF PELHAM, ALABAMA, BE AMENDED BY ADDING A SECTION TO BE NUMBERED 135-243 PROVIDING THE FOLLOWING AMENDMENT TO THE ZONING ORDINANCE

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

SECTION ONE: The rezoning of property located along Huntley Parkway, and Shelby County Highway, Pelham, Alabama 35124 containing 28.80 acres more or less and changing the present zoning A-1 (Agriculture District) to MX-C (Mixed-Use Development District).

Applicant(s): John David Chambless/Hall Group, 2810 Fortner Street, Building J, Dothan, Alabama 36305

Name of Legal Owner(s): Louise Ann Pardue Devers, et al., 451 Tranquil Bay Circle, Norwood, North Carolina 28128

Legal Description(s):

PARCEL 1

Commence at the NW Corner of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence N90°00'00"E, a distance of 1320.77'; thence S00°00'00"E, a distance of 1311.08' to the POINT OF BEGINNING; thence N90°00'00"E, a distance of 1114.21' to the Westerly R.O.W. line of Alabama Highway 119, 80' R.O.W.; thence S35°15'47"W and along said R.O.W. line, a distance of 1608.86'; thence S89°20'34"W and leaving said R.O.W. line, a distance of 417.88' to the Easterly R.O.W. line of Huntley Parkway, 60' R.O.W., said point being the beginning of a non-tangent curve to the right, having a radius of 470.00, a central angle of 35°30'03", and subtended by a chord which bears N16°51'21"W, and a chord distance of 286.58; thence along the arc of said curve and said R.O.W. line, a distance of 291.22'; thence N01°03'54"E and along said R.O.W. line, a distance of 1044.36'; thence N90°00'00"E and leaving said R.O.W. line, a distance of 296.17' to the POINT OF BEGINNING.

Said Parcel containing 28.75 acres, more or less.

PARCEL 2

Commence at the NW Corner of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence N90°00'00"E, a distance of 1320.77'; thence S00°00'00"E, a distance of 1311.08'; thence N90°00'00"E, a distance of 1114.21' to the Westerly R.O.W. line of Alabama Highway 119, 80' R.O.W.; thence S35°15'47"W and along said R.O.W. line, a distance of 1608.86'; thence S89°20'34"W and leaving said R.O.W. line, a distance of 417.88'; thence S89°20'05"W, a distance of 47.87' to the Westerly R.O.W. line of Huntley Parkway, 60' R.O.W., said point being the POINT OF BEGINNING; thence S89°21'20"W and leaving said R.O.W., a distance of 47.87'; thence N00°57'20"E, a distance of 102.53' to the beginning of a non-tangent curve to the left, having a radius of 530.00, a central angle of 12°07'25", and subtended by a chord which bears S24°21'04"E, and a chord distance of 111.94'; thence along the arc of said curve, a distance of 112.15' to the POINT OF BEGINNING.

Said Parcel containing 0.05 acres, more or less.

END OF LEGAL DESCRIPTION

SECTION TWO: All ordinances or parts of ordinances, in any manner conflicting herewith are hereby repealed.

SECTION THREE: This ordinance shall become effective upon its passage and publication or posting as required by law.

THEREUPON _____, a councilmember moved and _____, a councilmember seconded the motion that Ordinance No. 135-243 be given vote. The roll call vote on said motion was as follows:

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

Ordinance No. 135-243 passed by majority vote of the Council and the Council President declared the same passed and adopted.

ADOPTED this 15th day of November 2021.

Maurice Mercer, Council President

David Coram, Councilmember

Larry Palmer, Councilmember

Rick Wash, Councilmember

Mildred Lanier, Councilmember

[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. 135-243 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 15th day of November 2021 and duly published by posting an exact copy thereof on the 16th day of November 2021 at four public places within the city, including the Mayor's Office at City Hall, City Park, Water Works and Library, and 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]



NOTICE OF A PUBLIC HEARING

A Public Hearing will be held on Monday, November 1, 2021 at 6:00 p.m. at the Pelham Senior Center, 50 Racquet Club Drive, Pelham, Alabama 35124 to consider the following amendment to the zone district boundaries of the City of Pelham:

1. To consider Ordinance No. 135-243 an amendment to the zone district boundaries of the City of Pelham changing the present zoning A-1 (Agricultural District) to MX-C (Mixed-Use Commercial District) for property located at Huntley Parkway and Shelby County Highway 11, Pelham, AL 35124 containing 28.80 acres, more or less.

Applicant(s): John David Chambless/Hall Group, 2810 Fortner Street, Building J, Dothan, Alabama 36305

Name of Legal Owner(s): Louise Ann Pardue Devers, et al., 451 Tranquil Bay Circle, Norwood, NC 28128

Tom Seale, MMC, City Clerk/Treasurer

Posted: October 25, 2021

PLANNING & ZONING COMMISSION

PROPERTY REZONING APPLICATION

P.O. Box 1479 Pelham, Alabama 35124 | 205.620.6411 | permits@pelhamalabama.gov

The undersigned of the following described premises (herein called "Applicant"), located at Hwy 11 and Huntley Parkway, Pelham, AL. Also see legal description and survey attached. hereby requests a new zoning classification for the property described above.

NAME OF APPLICANT: John David Chambless / Hall Group

ADDRESS: 2810 Fortner Street, Bldg J

PHONE NUMBER: 256-303-5829

Dothan, AL 36305

EMAIL ADDRESS: jdchambless@pwwgc.net

NAME OF LEGAL OWNER(S): Louise Ann Pardue Devers, et al

ADDRESS: 451 Tranquil Bay Circle

PHONE NUMBER: _____

Norwood, NC 28128

EMAIL ADDRESS: _____

NAME OF LEGAL OWNER(S): _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

NAME OF NEW OWNER: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

PRESENT ZONING CLASSIFICATION: (CHECK ALL THAT APPLY):

- ☒ A-1 AGRICULTURAL DISTRICT
- ☐ R-2 TWO-FAMILY RESIDENTIAL DISTRICT
- ☐ R-A APARTMENT RESIDENTIAL DISTRICT
- ☐ B-1 NEIGHBORHOOD BUSINESS DISTRICT
- ☐ B-4 MINIWAREHOUSE DISTRICT

- ☐ E-1 ESTATE RESIDENTIAL DISTRICT
- ☐ R-G GARDEN HOME RESIDENTIAL DISTRICT
- ☐ PUD PLANNED UNIT DEVELOPMENT
- ☐ B-2 GENERAL BUSINESS DISTRICT
- ☐ M-1 LIGHT INDUSTRIAL DISTRICT

- ☐ R-1 SINGLE FAMILY RESIDENTIAL DISTRICT
- ☐ R-T TOWNHOUSE RESIDENTIAL DISTRICT
- ☐ O-I OFFICE AND INSTITUTIONAL DISTRICT
- ☐ B-3 WAREHOUSE BUSINESS DISTRICT
- ☐ M-2 HEAVY INDUSTRIAL DISTRICT

REQUESTED NEW ZONING CLASSIFICATION: **requesting MX-C zoning**

- ☐ A-1 AGRICULTURAL DISTRICT
- ☐ R-2 TWO-FAMILY RESIDENTIAL DISTRICT
- ☐ R-A APARTMENT RESIDENTIAL DISTRICT
- ☐ B-1 NEIGHBORHOOD BUSINESS DISTRICT
- ☐ B-4 MINIWAREHOUSE DISTRICT

- ☐ E-1 ESTATE RESIDENTIAL DISTRICT
- ☐ R-G GARDEN HOME RESIDENTIAL DISTRICT
- ☐ PUD PLANNED UNIT DEVELOPMENT
- ☐ B-2 GENERAL BUSINESS DISTRICT
- ☐ M-1 LIGHT INDUSTRIAL DISTRICT

- ☐ R-1 SINGLE FAMILY RESIDENTIAL DISTRICT
- ☐ R-T TOWNHOUSE RESIDENTIAL DISTRICT
- ☐ O-I OFFICE AND INSTITUTIONAL DISTRICT
- ☐ B-3 WAREHOUSE BUSINESS DISTRICT
- ☐ M-2 HEAVY INDUSTRIAL DISTRICT

REQUIRED INFORMATION:

STATE THE USE TO WHICH THIS TRACT WILL BE PUT IF REZONED AS REQUESTED.

(ATTACH PLANS, PICTURES, OR DRAWINGS OF COMMERCIAL OR INDUSTRIAL BUILDINGS)

See attachment # 1

IS TRANSFER OF OWNERSHIP OF THE TRACT DEPENDENT UPON THE GRANTING OF THIS REZONING? ☒ YES ☐ NO

HAS THERE BEEN A PRIOR APPLICATION TO REZONE THIS TRACT? ☐ YES ☒ NO
(OR A LARGER OR SMALLER INCLUDED TRACT)

IF SO: DATE OF APPLICATION _____
PRIOR ACTION TAKEN _____

STATE THE REASONS WHY YOU BELIEVE THE REQUESTED REZONING WILL BE BENEFICIAL TO THE NEIGHBORHOOD AND THE CITY:

See Attachment # 2

REQUIRED ATTACHMENTS:

- ☒ REZONING FEE \$300.00, PLUS \$10.00 PER ACRE
- ☒ LEGAL DESCRIPTION OF TRACT OR TRACTS TO BE REZONED
- ☒ A SCALE PLAT OF THE TRACT OR TRACTS, SHOWING THE FOLLOWING:
 - ALL BOUNDARY DIMENSIONS
 - ALL ADJOINING STREETS AND ALLEYS
 - ALL PRESENT IMPROVEMENTS
 - ALL INTENDED IMPROVEMENTS

PLANNING & ZONING: PROPERTY REZONING APPLICATION

I STATE UPON MY OATH THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE.



8/30/2021

SIGNATURE OF APPLICANT

APPLICATION DATE

SIGNATURE OF LEGAL OWNER

APPLICATION DATE

SIGNATURE OF LEGAL OWNER

APPLICATION DATE

SIGNATURE OF NEW OWNER (IF APPLICABLE)

APPLICATION DATE

APPLICATION FEE: \$100.00. PLUS \$10.00 PER ACRE (NON-REFUNDABLE PER SECTION XXIX SECTION 9 ITEM 2)
29 AC X \$10 + \$30 = \$320.00

OFFICE USE ONLY

APPLICATION FEE RECEIVED:

☐

YES

☐

NO

DATE:

ALL REQUIRED ATTACHMENTS INCLUDED WITH APPLICATION?

☐

LEGAL DESCRIPTION OF TRACT OR TRACTS TO BE REZONED

☐

A SCALE PLAT OF THE TRACT OR TRACTS, SHOWING THE FOLLOWING:

☐

ALL BOUNDARY DIMENSIONS

☐

ALL ADJOINING STREETS AND ALLEYS

☐

ALL PRESENT IMPROVEMENTS

☐

ALL INTENDED IMPROVEMENTS

☐

ZONING CLASSIFICATION OF ALL ADJOINING AND CORNERING PROPERTY

REPRESENTATIVE OF THE CITY OF PELHAM

DATE

DATE APPLICATION FILED WITH P&Z ADMINISTRATOR

DATE REFERRED TO PLANNING & ZONING COMMISSION

DATE NOTICES MAILED TO ADJOINING LANDOWNERS

APPROVAL/DENIAL PLANNING & ZONING COMMISSION

DATE FILED WITH CITY COUNCIL

DATE APPLICANT REQUESTED PUBLIC HEARING

DATE OF PUBLIC HEARING

CITY COUNCIL FINAL ACTION

DATE OF FINAL ACTION

I STATE UPON MY OATH THAT ALL THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE.

SIGNATURE OF APPLICANT

Louise Ann Devere
SIGNATURE OF LEGAL OWNER

8-27-2021

APPLICATION DATE

8-27-2021
APPLICATION DATE

SIGNATURE OF LEGAL OWNER

APPLICATION DATE

SIGNATURE OF NEW OWNER (IF APPLICABLE)

APPLICATION DATE

APPLICATION FEE: \$300.00, PLUS \$10.00 PER ACRE (NON-REFUNDABLE PER SECTION XXIX SECTION 9-2 PM 2)
29 AC X \$10 + \$300 = \$590.00

OFFICE USE ONLY

APPLICATION FEE RECEIVED:

☐ YES

☐ NO

DATE:

ALL REQUIRED ATTACHMENTS INCLUDED WITH APPLICATION?

☐ LEGAL DESCRIPTION OF TRACT OR TRACTS TO BE REZONED

☐ A SCALE PLAT OF THE TRACT OR TRACTS, SHOWING THE FOLLOWING:

☐ ALL BOUNDARY DIMENSIONS

☐ ALL ADJOINING STREETS AND ALLEYS

☐ ALL PRESENT IMPROVEMENTS

☐ ALL INTENDED IMPROVEMENTS

☐ ZONING CLASSIFICATION OF ALL ADJOINING AND CORNERING PROPERTY

REPRESENTATIVE OF THE CITY OF PELHAM

DATE

DATE APPLICATION FILED WITH P&Z ADMINISTRATOR: _____

DATE REFERRED TO PLANNING & ZONING COMMISSION: _____

DATE NOTICES MAILED TO ADJOINING LANDOWNERS: _____

APPROVAL/DENIAL PLANNING & ZONING COMMISSION: _____

DATE FILED WITH CITY COUNCIL: _____

DATE APPLICANT REQUESTED PUBLIC HEARING: _____

DATE OF PUBLIC HEARING: _____

CITY COUNCIL FINAL ACTION: _____

DATE OF FINAL ACTION: _____

ATTACHMENTS:

1. STATED USE
2. STATED REASONS
3. LEGAL DESCRIPTION
4. SURVEY
5. VICINITY MAP
6. ZONING MAP
7. CONCEPTUAL MASTER PLAN
8. ARCHITECTURAL RENDERINGS & BUILDING IMAGES (APPROXIMATE CHARACTER)
9. APARTMENT LEASE SAMPLE
10. TRAFFIC STUDY
11. SCHOOL IMPACT ANALYSIS & REVENUE REPORT

ATTACHMENT # 1:

The Pelham Mixed-Use Development will include 21,000 SF of Neighborhood Retail and a Luxury Apartment Community with 280 units. Please see enclosed Master Plan and illustrative example images of the approximate character of the clubhouse and luxury apartment buildings.

COMMUNITY FEATURES

The Pelham Mixed Use Development includes neighborhood, retail and plans for a Luxury Apartment Community. It will be developed, built and owned by an entity owned by the applicants, Gary Hall and related entities. These applicants currently own and operate approximately 4,500 apartment units in 5 states.

The Pelham Mixed Use Development is planned to be a Gated Community. Entry into the community will require the swipe of a key fob or punch code. Visitors to the community will be allowed entry only by the tenants whom they are visiting or by the community's office management. The entrance and exit gates will be video monitored.

There will be a video monitoring of the community throughout the property, and a video record will be maintained at the community's management office and kept on file for a short period of time.

The rental of apartment homes to local law enforcement personnel at reduced rental rates is planned. These police officers will serve as "Courtesy Officers" for the community.

Average monthly rents are planned to be over \$1,200.00. Apartment units will have luxury finishes including solid surface counter tops, designer plumbing and electrical fixtures, custom inspired cabinetry, step in showers, energy efficient appliances, exterior porches, USB wall plugs. Common features to include including resort style swimming pool, commercial grade fitness facility, package delivery concierge, cyber café, dog spa, dog park, cabana, grilling and outdoor living spaces.

A copy of the form of lease that will be used at The Pelham Mixed Use Development is attached. Pursuant to the provisions of the lease, all tenants and their family members and guests are required to maintain a standard of behavior necessary to maintain reasonable peace and quiet for the other tenants, as determined by the property management, and any boisterous, disorderly or offensive conduct, including the use of offensive language, and certainly any criminal activity, are grounds for termination of the lease and eviction.

The following are standards which are planned to be applied in the leasing of residential apartments in The Pelham Mixed Use Development:

1. Tenants must have an annual income equal to at least three times the annual rent for the apartment to be leased.
2. Each tenant must pass a credit check (a prior eviction or a prior failure to pay for housing is an automatic disqualification);
3. Each tenant must pass a criminal background check (any felony or sex crime conviction is automatic disqualification);
4. Any person living in an apartment unit who is 18 years or older must also pass the criminal background check;
5. Each lease will list the names of the persons who are authorized to occupy the apartment and will restrict occupancy to those persons only;
6. Only two (2) occupants per bedroom will be permitted in each apartment residence; and
7. Apartments within the community will not be leased to persons who have been convicted of certain misdemeanors, including crimes related to sex, violence, drugs, child abuse, crimes against persons or property, and drug related crimes.

Financing for the development will come from private investment capital and commercial debt funding.

Mr. Gary Hall originally developed The Huntley Apartments 10+ years ago and was instrumental in working with the City of Pelham in constructing Huntley Parkway. Hall Group, LLC has over 30+ years of multifamily development and construction experience.

The applicants expect to invest in excess of 50 million dollars in actual construction value for land cost, site work, roads, walks utilities, amenities and vertical construction. Based on improvement value of \$26 million, this would generate approximately \$191,065 annually in property taxes and \$63,000 in retail sales / tax revenue for a total of \$254,065 annual taxes. The applicants have a high regard for the City of Pelham and look forward to being a part of the Pelham community.

ATTACHMENT # 2:

1. Adheres to the City of Pelham's Mixed-Use Zoning Districts (MX-C) with the intent of this additions is "to direct and encourage compatible uses, including a mix of residential, commercial and employment opportunities, and to enhance the character of Pelham's commercial corridors and centers by promoting development that:
 - a. Encourages development or redevelopment consistent with the adopted goals, policies and recommendation of the Pelham Comprehensive Plan;
 - b. Enhances the vitality, quality of life and character of The City of Pelham;
 - c. Encourages safe, attractive, compact and walkable development through appropriate design;
 - d. Allows densities supportive of mixed-use development;
 - e. Reduces vehicular trip generation by allowing for the combining of trips and locating destinations within walking and biking distances of neighborhoods and the neighborhood retail;
 - f. Provides unique places for people to live, work, shop, and play.
2. Provides a high-quality Mixed-Use Development that fosters a lively, walkable neighborhood and neighborhood retail area.
3. Economic vibrancy promoting neighborhood retail sales
4. Strong tax contribution
5. Provides for a millennial professional lifestyle, and areas for teachers, police, firemen / first responders and city workers to live

See enclosed Traffic Study and School Impact Analysis and Revenue Report.

LEGAL DESCRIPTION

PARCEL 1

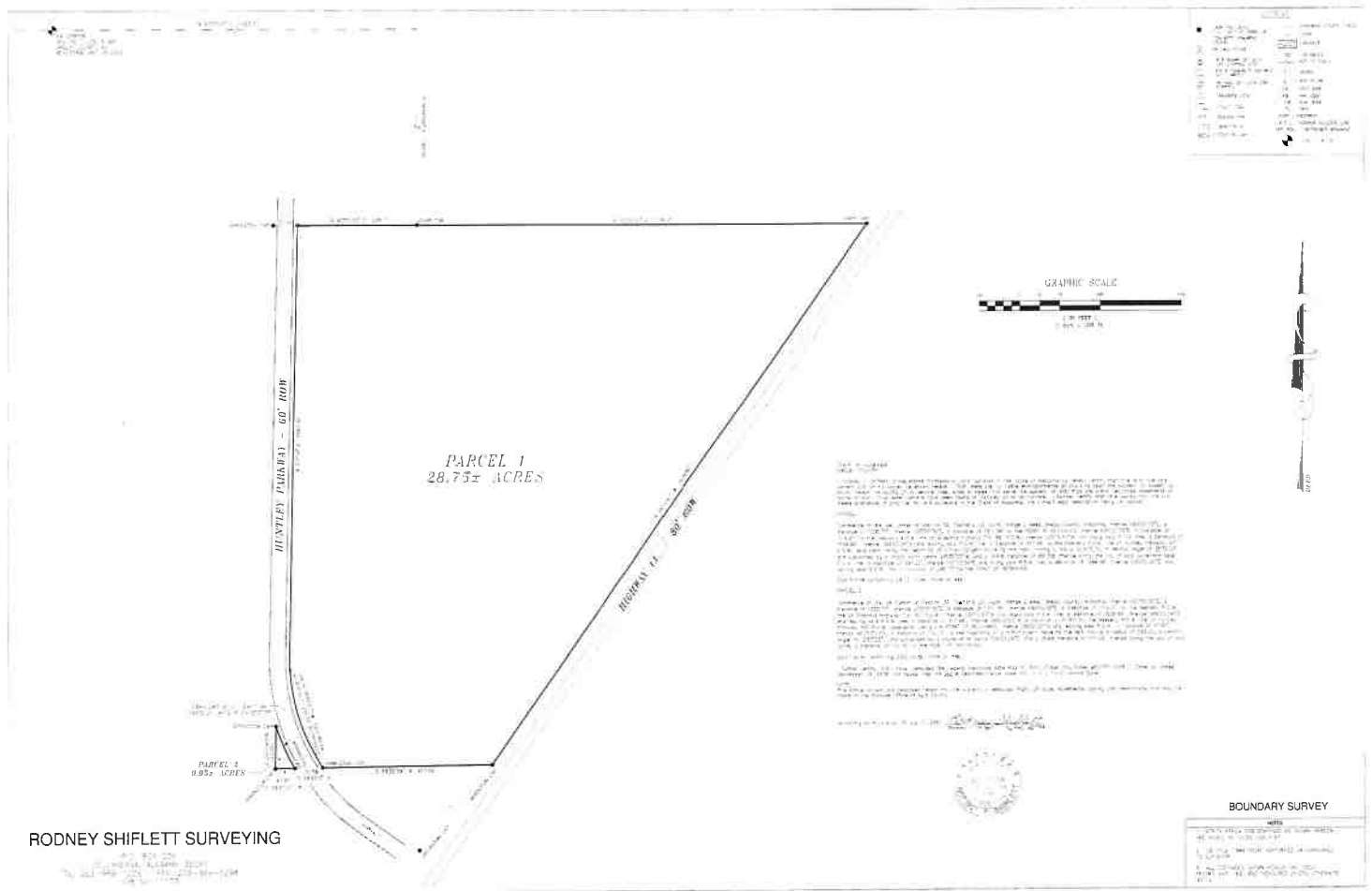
Commence at the NW Corner of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence N90°00'00"E, a distance of 1320.77'; thence S00°00'00"E, a distance of 1311.08' to the POINT OF BEGINNING; thence N90°00'00"E, a distance of 1114.21' to the Westerly R.O.W. line of Alabama Highway 119, 80' R.O.W.; thence S35°15'47"W and along said R.O.W. line, a distance of 1608.86'; thence S89°20'34"W and leaving said R.O.W. line, a distance of 417.88' to the Easterly R.O.W. line of Huntley Parkway, 60' R.O.W., said point being the beginning of a non-tangent curve to the right, having a radius of 470.00, a central angle of 35°30'03", and subtended by a chord which bears N16°51'21"W, and a chord distance of 286.58; thence along the arc of said curve and said R.O.W. line, a distance of 291.22'; thence N01°03'54"E and along said R.O.W. line, a distance of 1044.36'; thence N90°00'00"E and leaving said R.O.W. line, a distance of 296.17' to the POINT OF BEGINNING.

Said Parcel containing 28.75 acres, more or less.

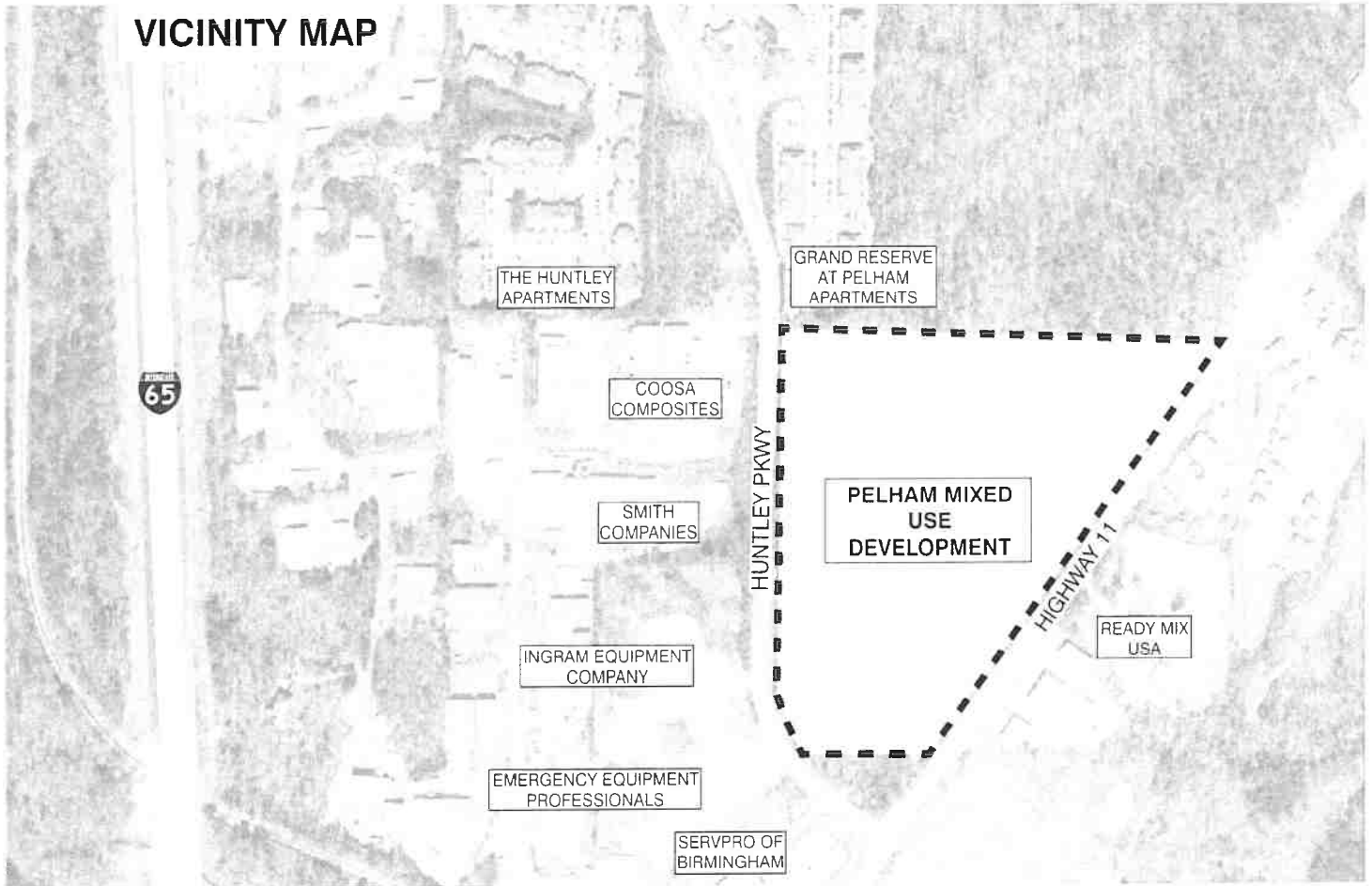
PARCEL 2

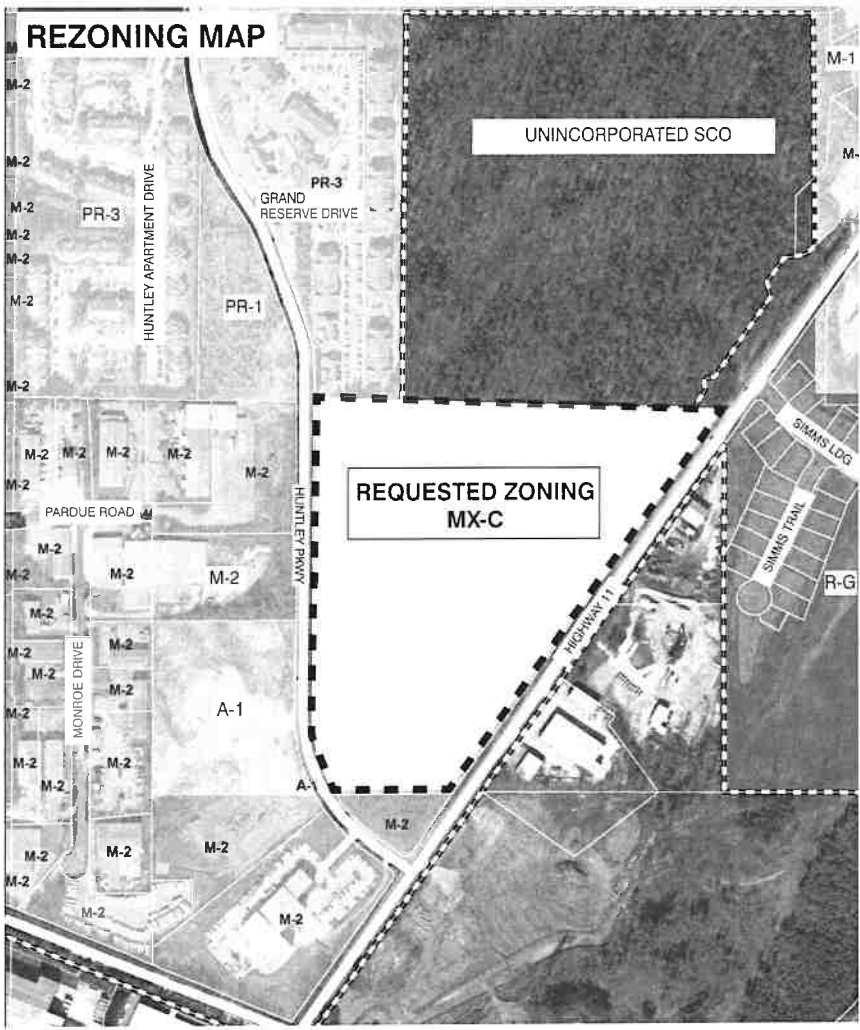
Commence at the NW Corner of Section 30, Township 20 South, Range 2 West, Shelby County, Alabama; thence N90°00'00"E, a distance of 1320.77'; thence S00°00'00"E, a distance of 1311.08'; thence N90°00'00"E, a distance of 1114.21' to the Westerly R.O.W. line of Alabama Highway 119, 80' R.O.W.; thence S35°15'47"W and along said R.O.W. line, a distance of 1608.86'; thence S89°20'34"W and leaving said R.O.W. line, a distance of 417.88'; thence S89°20'05"W, a distance of 47.87' to the Westerly R.O.W. line of Huntley Parkway, 60' R.O.W., said point being the POINT OF BEGINNING; thence S89°21'20"W and leaving said R.O.W., a distance of 47.87'; thence N00°57'20"E, a distance of 102.53' to the beginning of a non-tangent curve to the left, having a radius of 530.00, a central angle of 12°07'25", and subtended by a chord which bears S24°21'04"E, and a chord distance of 111.94'; thence along the arc of said curve, a distance of 112.15' to the POINT OF BEGINNING.

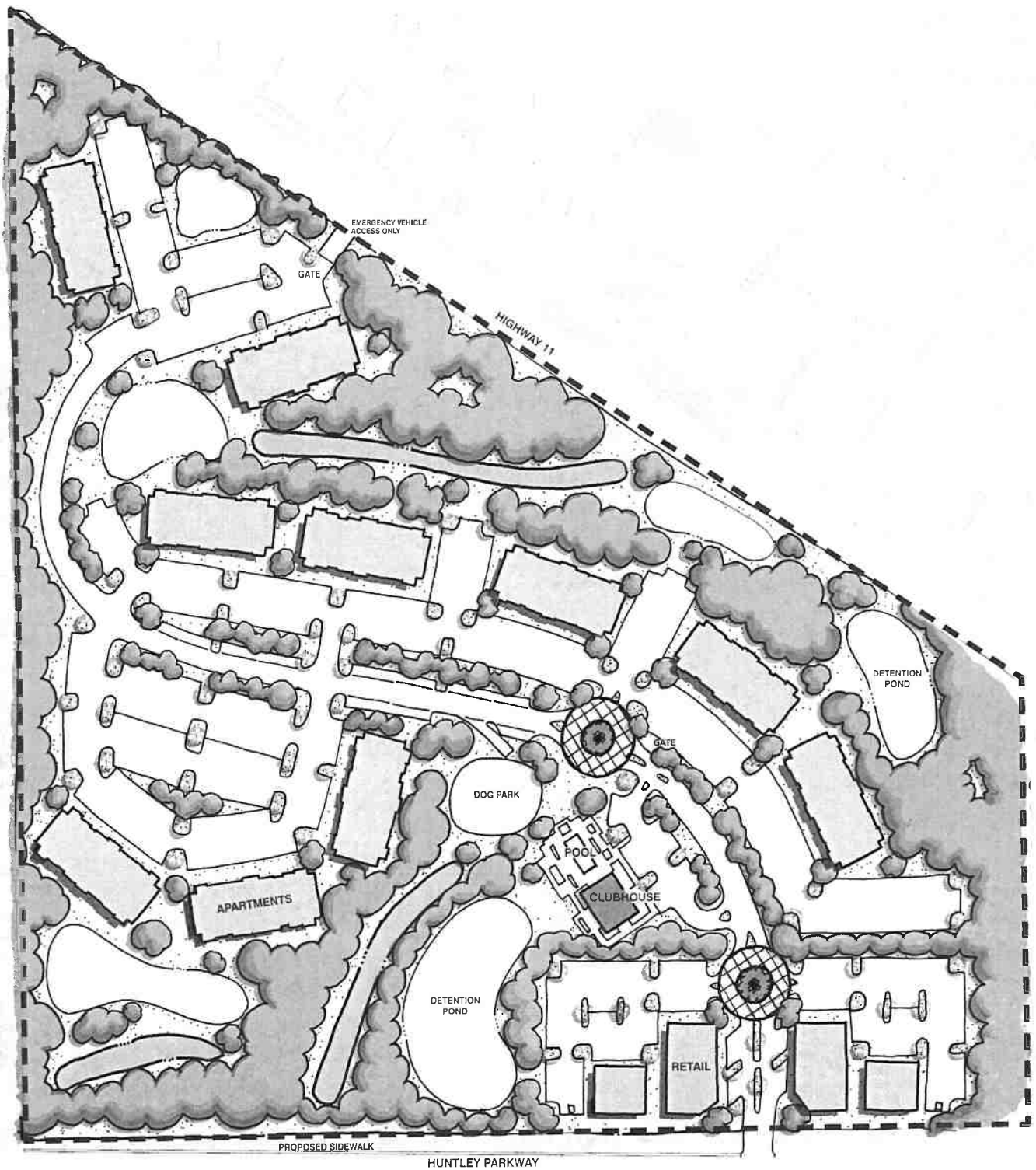
Said Parcel containing 0.05 acres, more or less.



VICINITY MAP







CONCEPTUAL MASTER PLAN
PELHAM MIXED-USE DEVELOPMENT

08/27/2021
 NEED NOT BE BUILT

PELHAM MIXED-USE DEVELOPMENT
 08/27/2021









NAA
NATIONAL APARTMENT ASSOCIATION
The Lead. The Real Estate.

This is a binding document. Read carefully before signing.

Moving In -- General Information

- ☐ Furnish a bond from (name of bonding company) _____ located at
(address) _____

Your security deposit will be held and, upon termination of your tenancy, be applied in the manner and for the purposes set forth in paragraphs 39 (Security Deposit Deductions and Other Charges) and 40 (Deposit Return, Surrender, and Abandonment) of this Lease Contract.

8. **KEYS AND FURNITURE.** You will be provided _____ apartment key(s), _____ mailbox key(s), and _____ other access devices for _____. Your apartment will be (check one) furnished or ☐ unfurnished.

RENT AND CHARGES. Unless modified by addenda, you will pay \$_____ per month for rent, payable in advance and without demand.

☒ at the on-site manager's office, or

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless expressly authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the _____ day of the month, you'll pay a late charge of 5% of the rental payment or \$15.00, whichever is greater. You'll also pay a charge of \$_____ as provided by law for each returned check or rejected electronic payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

- 7. UTILITIES.** We'll pay for the following items, if checked and if permitted by law:

☐ water ☐ gas ☐ electricity ☐ master antenna
☐ wastewater ☐ trash ☐ cable TV
☐ other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

- 8. INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

- ☐ Deposit the security deposit in a trust account with (name of bank or savings institution) _____
located at (address) _____

Page 1 of 7

In addition, we urge all Residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are [check one] ☐ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

You acknowledge that no portion of the rent paid by you under this agreement will be specifically allocated for the purchase of the owner's structural fire insurance, though the owner may use a portion of gross rental proceeds obtained from all rental units in

the community to purchase such structural fire insurance, and in such an event, that you are in no way a co-insured under any such policy.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed lease form.

See any additional special provisions.

11. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

12. **(A) EVICTION OR SUMMARY EJECTMENT AND PROPERTY LEFT IN THE APARTMENT.**

In the event you violate any terms or conditions of this Lease Contract or fail to perform any promise, duty or obligation you have agreed to or imposed upon you by law, then we, in addition to all other rights and remedies provided by law, may, at our option and with or without notice to you, either (1) terminate this Lease Contract or (2) terminate your right to possession of the premises without terminating this Lease Contract.

Regardless of whether we terminate this Lease Contract or only terminate your right of possession without terminating this Lease Contract, we shall be immediately entitled to possession of the premises and you shall peacefully surrender possession of the premises to us immediately upon our demand. In the event that you fail to surrender possession, we shall re-enter and re-take possession through a summary ejectment proceeding or expedited eviction proceeding as provided by North Carolina law. In the event that we terminate this Lease Contract, all of our duties under this agreement shall terminate and we shall be entitled to collect from you all accrued and unpaid rents, realized concessions, and damages arising under this Lease Contract.

If we bring a suit against you for summary ejectment, the County sheriff may remove your personal property from the apartment within 7 days from the time the sheriff executes the Writ of Possession. You must retake possession of your property if it is removed by the sheriff. If you do not do so, the sheriff may arrange for the storage of your property, and you will be liable for the costs of the proceedings and the storage of your property.

If the sheriff does not store your personal property removed from the apartment, we may take possession of it and move it for storage purposes. In the event of an execution of a Writ of Possession against

you, you agree that this sentence hereby constitutes our offer to release your personal property to you during our regular business hours for the seven calendar day period following the execution of a Writ of Possession. Seven days after being placed in lawful possession of your personal property by execution of the Writ of Possession, we may throw away, dispose of, or sell your property. If you request that we release your property to you during the seven day period, we must do so during our regular business hours. If we elect to sell your property, we must give you at least seven days notice prior to the sale, and we must release your property to you if you so request before the sale. If you do not request the release of your property within seven days, all costs of summary ejectment, execution and storage proceedings shall be charged to you as court costs and shall constitute a lien against the stored property.

In the event we terminate your right of possession without terminating this Lease Contract, you shall remain liable for the full performance of all the covenants, and we shall use reasonable efforts to re-rent the premises on your behalf and you shall remain liable for any resulting costs, deficiencies or damages. Any such rentals reserved from re-renting shall be applied first to the cost of re-renting the premises and then to the rentals due under this Lease Contract. Re-entry shall not bar the right of recovery of rent or damages for breach of covenants, nor shall the partial receipt of rent after conditions broken be deemed a waiver of forfeiture, as provided by N.C.G.S. In order to entitle us to re-enter and/or terminate this Lease Contract for default, it shall not be deemed necessary to give notice of rent being due and unpaid or of other conditions broken or to make demands for rent, the execution of this Lease signed by you and us being sufficient notice of all terms of this Lease Contract including of the rent being due and demand for the same. We shall have all rights granted pursuant to N.C.G.S. §42-25.9 and §42-25.6.

(B) ABANDONED PROPERTY

If you abandon personal property with a value of \$750 or less from apartment or fail to remove such property at the time of execution of a Writ of Possession, we may, as an alternative to the procedures described above, deliver the property to a non-profit organization regularly providing free or inexpensive clothing or household furnishings to people in need, provided that such organization agrees to store the property separately for a thirty-day period, and to release it to you without charge during this thirty-day period. We will deem personal property to be abandoned if we find evidence clearly showing the apartment has been voluntarily vacated after the rental period has expired and we have no notice of a disability that caused the vacancy.

If the total value of the property left in the apartment at the time of execution of a Writ of Possession is less than \$500, we may deem the property abandoned after five days and may throw away or dispose of the property.

13. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. This paragraph does not apply to termination of this Lease Contract 14 or more days before occupancy by Military Personnel under paragraph 22.

14. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 17 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 35 (Move-Out Notice).

15. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

While You're Living in the Apartment

17. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on pages of this Lease Contract.

18. LIMITATIONS ON CONDUCT. The apartments and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry and exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not use the apartment community: use candles or use kerosene heaters or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery personnel; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

19. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

16. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

If firearm in the apartment community, displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community.

20. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

21. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 15 (Delay of Occupancy), 22 (Military Personnel Clause), or 35 (Move-Out Notice), you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

22. MILITARY PERSONNEL CLAUSE. You may terminate your tenancy if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate your tenancy if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
- (2) you are either (i) given change-of-station orders to permanently depart the local area, (ii) deployed with a military unit for 90 days or more, or (iii) relieved or released from active duty.

After you deliver to us your written termination notice, your tenancy will be terminated under this military clause 30 days after our receipt of the notice. You must furnish us a copy of your permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions. If you or any co-resident are a dependent of a servicemember covered by the U.S.

Servicemembers Civil Relief Act, your tenancy may not be terminated under this paragraph without applying to a court and showing that your ability to comply with the Lease Contract is materially affected by reason of the servicemember's military service. A co-resident who is not your spouse or dependent cannot terminate under this military clause. If you terminate your tenancy 14 or more days before occupancy, no damages or penalties of any kind shall be due.

23. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors as required by statute, and we'll test them and provide working batteries, if applicable, when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must periodically inspect the smoke detectors and carbon monoxide detectors to ensure their operability and immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable smoke detectors and carbon monoxide detectors. If you disable or damage the smoke detector and carbon monoxide detectors, or fail to replace a dead battery or report malfunctions to us, you may be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquakes, interruption of utilities, theft, or vandalism unless otherwise required by law. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (we suggest at least 50 degrees). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this lease contract, you will hold us harmless and hold us harmless from all liability for those services.

Crime or Emergency. If a 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

24. CONDITION OF THE PREMISES AND ALTERATIONS. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage,

or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

25. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or imminently dangerous conditions as specifically defined by law). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are rarely emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you a written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

26. ANIMALS. No animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. This additional deposit is considered a part of the general security deposit. You must remove an unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize support and/or service animals for you, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act and the HUD regulatory guidelines. We may require a written statement from a qualified professional verifying the need for the support and/or service animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. You shall remove any pet previously permitted under this Lease Contract and the Animal Addendum within _____ hours of written notification from us that the pet, in our sole judgment, creates a nuisance or disturbance or is, in our opinion, undesirable. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

27. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance;

changing filters; testing or replacing smoke-detector and/or carbon monoxide detector batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; stopping excessive noise; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with search or arrest warrant or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the

limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

28. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of tenancy termination, repair requests, and entry permissions) constitute notice from all residents. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 40 (Deposit Return, Surrender, and Abandonment).

Replacements

29. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy then:

- (1) a reletting charge *will not* be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee *will* be due, and a rekeying fee will be due if rekeying is requested or required; and
- (3) the departing and remaining residents *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right of occupancy or security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

30. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) comply with the applicable building and housing codes;
- (2) make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
- (3) keep all common areas of the premises in safe condition;
- (4) maintain in good and safe working order and promptly repair all facilities and appliances supplied or required to be supplied by us; and
- (5) provide operable smoke detectors and/or carbon monoxide detectors and replace or repair the smoke and/or carbon monoxide detectors within 15 days of receipt of your written notification to us.

31. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct in paragraph 19 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

Eviction. If you default, we may re-enter and re-take possession of the premises as provided in paragraph 12 (Eviction or Summary Ejectment and Property Left in the Apartment) and may immediately institute proceedings for summary ejectment as provided by law without notice or demand. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. After filing a summary ejectment suit, we may still accept a partial payment of rent or a partial housing subsidy payment; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting a partial payment of rent or a partial housing subsidy payment at any time doesn't waive your default of this Lease Contract; our right to damages; past or future rent or other sums; or to file an eviction or to continue with filed eviction proceedings; nor does our exercise of any of our rights in this Paragraph violate Chapter 75 of the N.C. General Statutes.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice

to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for actual damages arising out of full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. If your rent is delinquent and we give you 5 days' prior written notice, we may terminate electricity that we've furnished at our expense, unless governmental regulations on submetering or utility proration provide otherwise, or unless otherwise prohibited by law. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination and summary ejectment under state statute. We may recover from you attorney's fees and all litigation costs to the extent permitted by law. In the event we file a summary ejectment lawsuit against you, we may also recover from you the highest one of the following fees (which shall be in addition to late fees, attorney's fees, and any applicable court costs):

- (1) **Complaint Filing Fee.** If you are in default of this Lease Contract and if we file and serve a summary ejectment complaint or a complaint for money owed against you, and if we elect to dismiss the complaint after you cure the default, you shall owe us a Complaint Filing Fee equal to \$15.00 or five percent (5%) of the monthly rent, whichever is higher. If the rent is subsidized by a government entity, the Complaint Filing Fee will be \$15.00 or 5% of your share of the monthly rent, whichever is higher.
- (2) **Court Appearance Fee.** In the event that (i) we file, serve, and prosecute successfully a summary ejectment complaint or complaint for money owed against you and (ii) a judgment is entered against you, you shall owe us—in lieu of the Complaint Filing Fee—a Court Appearance Fee equal to ten percent (10%) of the monthly rent. If the rent is subsidized by a government entity, the Court Appearance Fee will be 10% of your share of the monthly rent.
- (3) **Second Trial Fee.** In the event that (i) you appeal a judgment of a magistrate and (ii) we prove that you are in default of the lease at the new trial and (iii) we obtain a judgment against you at the new trial, you shall owe us—in lieu of the Complaint Filing Fee and Court Appearance Fee—a Second Trial Fee equal to twelve percent (12%) of the monthly rent. If the monthly rent is subsidized by a government entity, the Second Trial Fee will be 12% of your share of monthly rent.

Mitigation of Damages. If you move out early, you'll be subject to all remedies under North Carolina law. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a

default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

32. MISCELLANEOUS. *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.* No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an initial clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located.

Consent to Solicitation. You hereby expressly authorize us, our representative(s), and any collection agency or debt collector (hereinafter collectively referred to as the "Authorized Entities") to communicate with you. The communication may be made through any method for any reason related to amounts due and owing under this Lease. You authorize any and all of the communication methods even if you will incur a fee or a cost to receive such communications. You further promise to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic

identifier or mode that you provided to any Authorized Entity changes or is no longer used by you.

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

Obligation to Vacate. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with the Lease Terms paragraph, and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

FORCE MAJEURE: If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrences which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

33. PAYMENTS. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 12 (Eviction or Summary Ejectment and Property Left in the Apartment), late fees under paragraph 6 (Rent and Charges), or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

34. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

35. MOVE-OUT NOTICE. Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 21 - Release of Resident) except under the military clause (paragraph 22 - Military Personnel Clause). YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3 (Lease Term). Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate your tenancy sooner than the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate your tenancy, we must give you the same advance notice—unless you are in default.

36. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must

vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

37. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

38. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

39. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. We may deduct sums from your security deposit for charges related to the following: your possible non-payment of rent, costs of water and sewer services provided, damage to the premises, damage or destruction of smoke detectors or carbon monoxide detectors, nonfulfillment of the rental period, any unpaid bills that become a lien against the demised property due to your occupancy, costs of re-renting the premises after breach by you, including but not limited to any reasonable fees or commissions paid by the landlord to a licensed real estate broker to re-rent the premises, costs of removal and storage of your property after a summary ejectment proceeding, court costs, or any fee authorized by N.C. GEN. STAT. § 42-46.

40. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. If we can determine the full extent of our deductions from your security deposit, we'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after termination of your tenancy under this Lease Contract and delivery of possession by you, unless statutes provide otherwise. If we cannot determine the full extent of our deductions from your security deposit within the aforementioned 30 day period, we'll mail you an interim itemized accounting of our deductions from the deposit within 30 days after termination of your tenancy under this Lease Contract and delivery of possession by you, and we'll also mail your security deposit refund (less lawful deductions) and a final itemized accounting of any deductions no later than 60 days after termination of your tenancy under this Lease Contract and delivery of possession by you. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law.

Surrender. You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in

our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys and Furniture) have been turned in where rent is paid—whichever date occurs first.

Abandonment. You have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned. An apartment is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment, and determine any security deposit deductions. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 12 - Eviction or Summary Ejection and Property Left in the Apartment), but do not affect our integration obligations (paragraph 31 - Default by Resident).

Severability, Originals and Attachments, and Signatures

41. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only, without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

42. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations.

You are legally bound by this document.
Read it carefully before signing.

Resident or Residents (all sign below)

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1)

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)



Pelham
Mixed-Use Development
PELHAM, ALABAMA

TRAFFIC STUDY

August 2021

Prepared by:

SKIPPER
CONSULTING INC

Prepared for:

Hall Group, LLC

TRAFFIC STUDY

Pelham **Mixed-Use Development** **Pelham, Alabama**

Prepared for:
Hall Group, LLC

Prepared by:
Skipper Consulting, Inc.
3644 Vann Road, Suite 100
Birmingham, Alabama 35235
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August 2021

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- A. Preliminary Site Plan
- B. Traffic Count Data
- C. Existing Conditions Intersection Capacity Analyses Printouts
- D. Future Conditions Intersection Capacity Analyses Printouts

INTRODUCTION

The purpose of this report is to document the findings of a traffic study conducted for a proposed mixed-use development located in Pelham, Alabama. The proposed development site is located on the eastern side of Huntley Parkway, north of Shelby County Highway 11 (SC 11). The location of the proposed development relative to the surrounding roadways is illustrated in **Figure 1**. A preliminary site plan for the developments is provided in **Appendix A** for reference.

The purpose of this study is to achieve the following objectives:

- To assess existing traffic conditions in the study area;
- Estimate traffic to be generated by the proposed development;
- To predict the directional distribution of the development site generated traffic; and
- To determine what geometric roadway and traffic control improvements, if any, that would be required to accommodate the proposed development.

Sources of information used in this report include: Gonzales Strength and Associates, LLC.; The City of Pelham; The Institute of Transportation Engineers; the Transportation Research Board; Federal Highway Administration; and the files and field reconnaissance efforts of Skipper Consulting, Inc.



Source: OpenStreetMap

Scale: Not to Scale
Date: AUG 2021

LEGEND
 Proposed Site Location
 Study Intersection

Figure 1 - Site Location Map
Pelham Apartments
Pelham, Alabama

BACKGROUND INFORMATION

Site Description and Access

The proposed development site is located on the eastern side of Huntley Parkway, north of SC 11. Access to the proposed mixed-use development is planned by a single access along Huntley Parkway forming a T-intersection.

Study Area Roadways

Huntley Parkway is a north/south roadway functionally classified as a local road with a posted speed limit of 30 miles per hour. SC 11 is a north/south roadway functionally classified as a rural minor collector with a posted speed limit of 45 miles per hour. Shelby County Highway 52 (SC 52) is an east/west roadway functionally classified as a rural minor arterial with a posted speed limit of 45 miles per hour.

The critical study intersections for this traffic study effort includes:

- Huntley Parkway at SC 11
- Huntley Parkway at SC 52
- Huntley Parkway at Grand Reserve Drive
- New Road/Access #1 Forming T-Intersection with Huntley Parkway

EXISTING TRAFFIC CONDITIONS

Existing Traffic Volumes

Directional hourly traffic counts were conducted over a 24-hour period in late-July 2021 on Huntley Parkway. Peak period turning movement volumes were collected for the unsignalized intersection of Huntley Parkway at Grand Reserve Drive, Huntley Parkway at SC 11, SC 52 at Huntley Parkway/Racquet Club Parkway. The existing volumes for roadways and intersections in the vicinity of the development are illustrated in **Figure 2**. Detailed traffic count data is provided in **Appendix B** for reference.

Existing Intersection Capacity Analysis

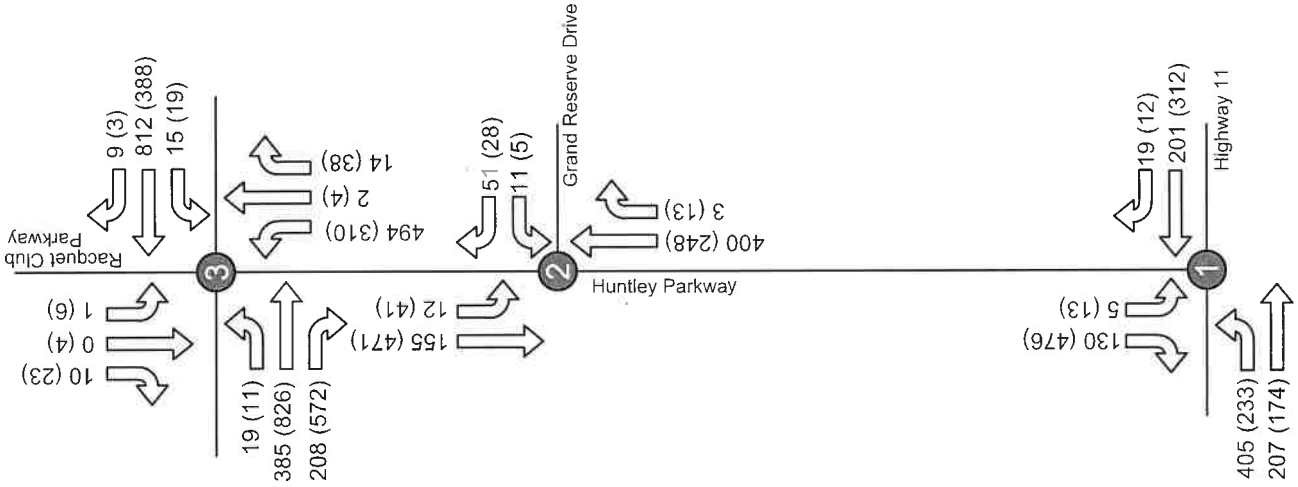
Using methods as outlined in the *Highway Capacity Manual, 2010 Edition*, published by the Transportation Research Board, the capacity and operation of the study intersections were evaluated for existing conditions. According to methods of analysis, intersection capacity is expressed as levels of service, ranging from "A" (best) to "F" (worst). In general, a level of service (LOS) "C" is considered desirable, while a level of service "D" is considered acceptable during peak hours of traffic flow. The level of service for each approach is illustrated in **Table 1**.

Table 1– Existing Intersection Capacity Analysis – AM/PM Peak Hour

Intersection (traffic control)	Approach/Movement	Level of Service (AM)	Level of Service (PM)
SC 52 at Huntley Parkway/Racquet Club Parkway (signalized)	SC 52 (eastbound)	B	B
	SC 52 (westbound)	C	B
	Huntley Parkway (northbound)	C	D
	Racquet Club Parkway (southbound)	A	C
Huntley Parkway at Grand Reserve Drive (side-street stop)	Grand Reserve Drive (westbound)	B	B
	Huntley Parkway (northbound)	-	-
	Huntley Parkway (southbound)	A	A
Huntley Parkway at SC 11 (side-street stop)	Huntley Parkway (eastbound)	E	D
	SC 11 (northbound)	A	A
	SC 11 (southbound)	-	-

Note: '-' indicates Level of Service is not defined for unopposed movements in the *Highway Capacity Manual* un-signalized intersection analysis procedures.

As indicated in **Table 1**, the capacity analyses indicate that all movements at the study intersections operate with acceptable levels of service during the peak hours for existing conditions with the exception of eastbound Huntley Parkway at SC 11. This is due to a low number of vehicles attempting to turn left onto SC 11 but cannot because of insufficient gaps. Capacity printouts for existing conditions are provided in **Appendix C** for reference.



Source: OpenStreetMap



Figure 2 - Existing Traffic Counts
Pelham Apartments
Pelham, Alabama

LEGEND

Proposed Site Location XX AM Peak Hour Volumes (XX) PM Peak Hour Volumes

Study Intersection

Scale: Not to Scale
 Date: AUG 2021

North

FUTURE TRAFFIC CONDITIONS

Trip Generation

Trip generation estimates were developed for the proposed residential development using data provided in the *Trip Generation Manual, Tenth Edition* published by the Institute of Transportation Engineers. Trip generation estimates for the proposed residential development are summarized in **Table 2**.

Table 2 - Trip Generation Estimates

Land Use (ITE Land Use Code)	Amount	Daily Trips	AM Peak		PM Peak	
			New Trips		New Trips	
			In	Out	In	Out
Single Family Housing Detached (210)	280	2660	29	98	93	55
Small Office Building (712)	7000 sq ft	17	11	2	5	12
Variety Store (814)	14000 sq ft	96	13	10	25	23
Total		2773	53	110	123	89

Trip Distribution Patterns

The directional distribution of traffic generated by the proposed development was estimated based upon the number of units for the proposed developments and on the likely routing out of and into the developments.

The following outlines the trip distribution patterns utilized for trip assignment.

- Approximately 80% to/from the north
- Approximately 20% to/from the south

Future (Post-Development) Traffic Volumes

Using the distribution patterns outlined above, projected new trips for the peak hours were assigned to the roadway network. New trips were added to existing traffic volumes resulting in future (post-development) traffic volumes. Future (post-development) traffic volumes are illustrated in **Figure 3**.

Future Intersection Capacity Analysis

Using methods previously outlined in the *Highway Capacity Manual*, the peak hour capacity and operation of the site access intersection and study intersections were evaluated for the peak hour for future (post-development) conditions. Levels of service for future peak hour conditions are summarized in **Table 2**.



Source: OpenStreetMap

SKIPPER
CONSULTING INC

Figure 3 - Future Traffic Volumes
Pelham Apartments
Pelham, Alabama

LEGEND

-  Proposed Site Location
-  Study Intersection

Scale: Not to Scale
Date: AUG 2021
XX AM Peak Hour Volumes
(XX) PM Peak Hour Volumes



Table 3 – Future Intersection Capacity Analysis – AM/PM Peak Hour

Intersection (traffic control)	Approach/Movement	Level of Service (AM)	Level of Service (PM)
SC 52 at Huntley Parkway/Racquet Club Parkway (signalized)	SC 52 (eastbound)	B	C
	SC 52 (westbound)	C	B
	Huntley Parkway (northbound)	C	D
	Racquet Club Parkway (southbound)	A	C
Huntley Parkway at Grand Reserve Drive (side-street stop)	Grand Reserve Drive (westbound)	B	B
	Huntley Parkway (northbound)	-	-
	Huntley Parkway (southbound)	A	A
Huntley Parkway at Site Access (side-street stop)	Site Access (westbound)	B	C
	Huntley Parkway (northbound)	-	-
	Huntley Parkway (southbound)	A	A
Huntley Parkway at SC 11 (side-street stop)	Huntley Parkway (eastbound)	E	D
	SC 11 (northbound)	A	A
	SC 11 (southbound)	-	-

Note: '-' indicates Level of Service is not defined for unopposed movements in the *Highway Capacity Manual* un-signalized intersection analysis procedures.

Table 3 indicates the study intersections would operate with acceptable levels of service during the peak hours for future conditions with the exception of eastbound Huntley Parkway at SC 11. This is due to a low number of vehicles attempting to turn left onto SC 11 but cannot because of insufficient gaps. It should be noted that the additional cars added due to this new development does not significantly impact the LOS of the study intersections. Capacity printouts for future post construction conditions are provided in **Appendix D** for reference.

Sight Distance

Any development access to Huntley Parkway should meet the current subdivision regulation for the city of Pelham. The design engineer will determine sight distance of any proposed access points and reflect same on construction documents submitted to the city for permitting.

CONCLUSIONS

Study area intersections and proposed site accesses were examined to determine what, if any, roadway improvements would be needed to accommodate the proposed mixed-use development. The following outlines our findings and recommendations concerning roadway and traffic control improvements:

County Road 52 at Huntley Parkway/Racquet Club Parkway

- Future volumes have no significant impact on existing roadways.
- No improvements required.

Huntley Parkway at Grand Reserve Drive

- No improvements required.

Huntley Parkway at SC 11

- No improvements required.

Huntley Parkway at Site Access

- Access cross-section should include one (1) inbound lane and two (2) outbound lanes.

Appendix A
Preliminary Site Plan

Appendix B

Traffic Count Data

TRAFFIC DATA, LLC

1409 Turnham Lane

Birmingham, AL 35216

205-824-0125

Pelham, AL

File Name : pelham05

Site Code : 00000000

Start Date : 07/27/2021

Page No : 1

Groups Printed- 1 - Unshifted

Start Time	HUNTLEY PKWY Southbound		GRAND RESERVE DR Westbound		HUNTLEY PKWY Northbound		Int. Total
	Left	Thru	Left	Right	Thru	Right	
04:00 PM	6	111	2	2	36	3	160
04:15 PM	12	118	2	3	45	2	182
04:30 PM	15	115	3	10	67	1	211
04:45 PM	7	103	2	4	51	1	168
Total	40	447	9	19	199	7	721
05:00 PM	6	103	2	7	82	2	202
05:15 PM	13	130	1	8	59	0	211
05:30 PM	15	128	0	6	58	8	215
05:45 PM	7	110	2	7	49	3	178
Total	41	471	5	28	248	13	806
07:00 AM	0	20	2	7	76	0	105
07:15 AM	2	43	1	19	114	1	180
07:30 AM	2	31	7	9	118	0	167
07:45 AM	5	45	0	13	93	1	157
Total	9	139	10	48	401	2	609
08:00 AM	3	36	3	10	75	1	128
08:15 AM	2	26	2	6	77	1	114
08:30 AM	3	25	1	11	64	0	104
08:45 AM	8	26	2	5	73	1	115
Total	16	113	8	32	289	3	461
Grand Total	106	1170	32	127	1137	25	2597
Apprch %	8.3	91.7	20.1	79.9	97.8	2.2	
Total %	4.1	45.1	1.2	4.9	43.8	1.0	

HUNTLEY PKWY Southbound				GRAND RESERVE DR Westbound			HUNTLEY PKWY Northbound				
Start Time	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total	App. Total	Int. Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1											
Intersection	05:00 PM										
Volume	41	471	512	5	28	33	248	13	261	0	806
Percent	8.0	92.0		15.2	84.8		95.0	5.0			
05:30 Volume	15	128	143	0	6	6	58	8	66	0	215
Peak Factor											0.937
High Int.	05:15 PM			05:00 PM			05:00 PM			3:45:00 PM	
Volume	13	130	143	2	7	9	82	2	84		
Peak Factor			0.895			0.917			0.777		
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1											
By Approach	05:00 PM			04:30 PM			04:30 PM			04:00 PM	
Volume	41	471	512	8	29	37	259	4	263	0	
Percent	8.0	92.0		21.6	78.4		98.5	1.5			
High Int.	05:15 PM			04:30 PM			05:00 PM				
Volume	13	130	143	3	10	13	82	2	84	-	
Peak Factor			0.895			0.712			0.783	-	

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1409 Turnham Lane
Birmingham, AL 35216
205-824-0125

File Name : pelham05
Site Code : 00000000
Start Date : 07/27/2021
Page No : 2

HUNTLEY PKWY Southbound				GRAND RESERVE DR Westbound			HUNTLEY PKWY Northbound			App. Total	Int. Total
Start Time	Left	Thru	App. Total	Left	Right	App. Total	Thru	Right	App. Total		
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1											
Intersection	07:15 AM										
Volume	12	155	167	11	51	62	400	3	403	0	632
Percent	7.2	92.8		17.7	82.3		99.3	0.7			
07:15 Volume	2	43	45	1	19	20	114	1	115	0	180
Peak Factor										0.878	
High Int.	07:45 AM			07:15 AM			07:30 AM				
Volume	5	45	50	1	19	20	118	0	118		
Peak Factor	0.835						0.775			0.854	
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1											
By Approach	07:15 AM			07:15 AM			07:00 AM			07:00 AM	
Volume	12	155	167	11	51	62	401	2	403	0	
Percent	7.2	92.8		17.7	82.3		99.5	0.5			
High Int.	07:45 AM			07:15 AM			07:30 AM				
Volume	5	45	50	1	19	20	118	0	118	-	
Peak Factor	0.835						0.775			0.854	

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1409 Turnham Lane
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205-824-0125

Pelham, AL

File Name : pelham06
Site Code : 00000000
Start Date : 07/27/2021
Page No : 1

Groups Printed- 1 - Unshifted

Start Time	HUNTLEY PKWY Southbound		HWY 11 Westbound		HWY 11 Eastbound		Int. Total
	Left	Right	Thru	Right	Left	Thru	
04:00 PM	1	100	68	1	37	45	252
04:15 PM	2	114	53	3	45	44	261
04:30 PM	3	106	93	1	63	46	312
04:45 PM	2	114	70	0	49	36	271
Total	8	434	284	5	194	171	1096
05:00 PM	5	100	89	6	70	37	307
05:15 PM	5	119	78	3	52	61	318
05:30 PM	1	143	75	3	62	40	324
05:45 PM	4	107	67	1	49	41	269
Total	15	469	309	13	233	179	1218
07:00 AM	0	16	32	4	78	59	189
07:15 AM	2	32	45	9	115	46	249
07:30 AM	0	27	55	2	118	61	263
07:45 AM	3	34	55	5	93	54	244
Total	5	109	187	20	404	220	945
08:00 AM	0	37	46	3	79	46	211
08:15 AM	2	22	36	0	70	34	164
08:30 AM	0	31	43	0	56	38	168
08:45 AM	2	24	35	1	64	37	163
Total	4	114	160	4	269	155	706
Grand Total	32	1126	940	42	1100	725	3965
Apprch %	2.8	97.2	95.7	4.3	60.3	39.7	
Total %	0.8	28.4	23.7	1.1	27.7	18.3	

HUNTLEY PKWY Southbound				HWY 11 Westbound				HWY 11 Eastbound				
Start Time	Left	Right	App. Total	Thru	Right	App. Total	App. Total	Left	Thru	App. Total	Int. Total	
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1												
Intersection	04:45 PM											
Volume	13	476	489	312	12	324	0	233	174	407	1220	
Percent	2.7	97.3		96.3	3.7			57.2	42.8			
05:30 Volume	1	143	144	75	3	78	0	62	40	102	324	
Peak Factor											0.941	
High Int.	05:30 PM			05:00 PM			3:45:00 PM	05:15 PM				
Volume	1	143	144	89	6	95	0	52	61	113		
Peak Factor			0.849			0.853				0.900		
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1												
By Approach	04:45 PM			04:30 PM			04:00 PM	04:30 PM				
Volume	13	476	489	330	10	340	0	234	180	414		
Percent	2.7	97.3		97.1	2.9			56.5	43.5			
High Int.	05:30 PM			05:00 PM			-	05:15 PM				
Volume	1	143	144	89	6	95	-	52	61	113		
Peak Factor			0.849			0.895	-			0.916		

TRAFFIC DATA, LLC

1409 Turnham Lane
Birmingham, AL 35216
205-824-0125

File Name : pelham06
Site Code : 00000000
Start Date : 07/27/2021
Page No : 2

HUNTLEY PKWY Southbound				HWY 11 Westbound				HWY 11 Eastbound			
Start Time	Left	Right	App. Total	Thru	Right	App. Total	App. Total	Left	Thru	App. Total	Int. Total
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1											
Intersection	07:15 AM										
Volume	5	130	135	201	19	220	0	405	207	612	967
Percent	3.7	96.3		91.4	8.6			66.2	33.8		
07:30 Volume	0	27	27	55	2	57	0	118	61	179	263
Peak Factor											0.919
High Int.	07:45 AM			07:45 AM				07:30 AM			
Volume	3	34	37	55	5	60	0	118	61	179	
Peak Factor	0.912						0.917				0.855
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1											
By Approach	07:15 AM			07:15 AM			07:00 AM	07:00 AM			
Volume	5	130	135	201	19	220	0	404	220	624	
Percent	3.7	96.3		91.4	8.6			64.7	35.3		
High Int.	07:45 AM			07:45 AM				07:30 AM			
Volume	3	34	37	55	5	60	-	118	61	179	
Peak Factor	0.912						0.917				0.872

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1409 Turnham Lane

Birmingham, AL 35216

205-824-0125

Pelham, AL

File Name : pelham04

Site Code : 00000000

Start Date : 07/28/2021

Page No : 1

Groups Printed- Unshifted

OAK MOUNTAIN TRAIL Southbound				CR 52 Westbound			McCAIN PKWY Northbound			CR 52 Eastbound			Int.	Total
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		
04:00 PM	37	1	46	2	161	27	39	0	11	43	297	19		683
04:15 PM	31	0	54	2	187	15	23	3	5	42	274	16		652
04:30 PM	38	0	54	6	179	18	56	1	17	45	313	18		745
04:45 PM	38	0	61	1	176	18	36	1	9	35	297	24		696
Total	144	1	215	11	703	78	154	5	42	165	1181	77		2776
05:00 PM	30	1	36	1	161	28	52	0	8	49	331	16		713
05:15 PM	29	0	28	2	198	23	18	3	6	36	372	15		730
05:30 PM	34	0	21	4	193	20	17	3	3	38	321	10		664
05:45 PM	39	0	21	2	214	28	11	2	1	41	391	15		765
Total	132	1	106	9	766	99	98	8	18	164	1415	56		2872
07:00 AM	4	2	36	8	219	28	7	0	2	35	100	32		473
07:15 AM	11	1	52	9	310	34	18	1	0	40	158	39		673
07:30 AM	10	1	65	5	378	31	12	1	1	52	158	27		741
07:45 AM	10	1	49	9	339	37	19	1	3	71	179	42		760
Total	35	5	202	31	1246	130	56	3	6	198	595	140		2647
08:00 AM	12	0	46	5	221	31	19	2	1	43	126	31		537
08:15 AM	17	3	47	9	233	30	14	1	5	38	140	20		557
08:30 AM	15	0	71	3	188	34	19	1	3	38	120	29		521
08:45 AM	8	1	52	6	201	31	9	1	1	45	129	28		512
Total	52	4	216	23	843	126	61	5	10	164	515	108		2127
Grand Total	363	11	739	74	3558	433	369	21	76	691	3706	381		10422
Apprch %	32.6	1.0	66.4	1.8	87.5	10.7	79.2	4.5	16.3	14.5	77.6	8.0		
Total %	3.5	0.1	7.1	0.7	34.1	4.2	3.5	0.2	0.7	6.6	35.6	3.7		

OAK MOUNTAIN TRAIL Southbound					CR 52 Westbound				McCAIN PKWY Northbound				CR 52 Eastbound				App Total	Int Total
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App Total		
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																		
Intersection	04:30 PM																	
Volume	135	1	179	315	10	714	87	811	162	5	40	207	165	1313	73	1551	2884	
Percent	42.9	0.3	56.8		1.2	88.0	10.7		78.3	2.4	19.3		10.6	84.7	4.7			
04:30	38	0	54	92	6	179	18	203	56	1	17	74	45	313	18	376	745	
Volume																		0.968
Peak Factor																		
High Int.	04:45 PM				05:15 PM				04:30 PM				05:15 PM					
Volume	38	0	61	99	2	198	23	223	56	1	17	74	36	372	15	423		
Peak Factor				0.795				0.909				0.699				0.917		
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																		
By	04:00 PM				05:00 PM				04:15 PM				05:00 PM					
Approach																		
Volume	144	1	215	360	9	766	99	874	167	5	39	211	164	1415	56	1635		
Percent	40.0	0.3	59.7		1.0	87.6	11.3		79.1	2.4	18.5		10.0	86.5	3.4			
High Int.	04:45 PM				05:45 PM				04:30 PM				05:45 PM					
Volume	38	0	61	99	2	214	28	244	56	1	17	74	41	391	15	447		
Peak Factor				0.909				0.895				0.713				0.914		

TRAFFIC DATA, LLC

1409 Turnham Lane
Birmingham, AL 35216
205-824-0125

File Name : pelham04
Site Code : 00000000
Start Date : 07/28/2021
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OAK MOUNTAIN TRAIL Southbound					CR 52 Westbound				McCAIN PKWY Northbound				CR 52 Eastbound				Int. Total	
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total		
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1																		
Intersection	07:15 AM																	
Volume	43	3	212	258	28	1248	133	1409	68	5	5	78	206	621	139	966	2711	
Percent	16.7	1.2	82.2		2.0	88.6	9.4		87.2	6.4	6.4		21.3	64.3	14.4			
07:45																		
Volume	10	1	49	60	9	339	37	385	19	1	3	23	71	179	42	292	760	
Peak Factor																	0.892	
High Int.	07:30 AM				07:30 AM				07:45 AM				07:45 AM					
Volume	10	1	65	76	5	378	31	414	19	1	3	23	71	179	42	292		
Peak Factor	0.849								0.851				0.848				0.827	
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1																		
By	08:00 AM				07:15 AM				07:45 AM				07:15 AM					
Approach																		
Volume	52	4	216	272	28	1248	133	1409	71	5	12	88	206	621	139	966		
Percent	19.1	1.5	79.4		2.0	88.6	9.4		80.7	5.7	13.6		21.3	64.3	14.4			
High Int.	08:30 AM				07:30 AM				07:45 AM				07:45 AM					
Volume	15	0	71	86	5	378	31	414	19	1	3	23	71	179	42	292		
Peak Factor	0.791								0.851				0.957				0.827	

TRAFFIC DATA, LLC

1409 Turnham Lane
Birmingham, AL 35216
205-824-0125

Pelham, AL

File Name : pelham03
Site Code : 00000000
Start Date : 07/27/2021
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Groups Printed- Unshifted

RACQUET CLUB PKWY Southbound			CR 52 Westbound			HUNTLEY PKWY Northbound			CR 52 Eastbound			Int	Total
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
04:00 PM	1	2	11	2	104	1	57	1	7	2	157	127	472
04:15 PM	1	2	6	3	90	3	50	0	9	6	205	140	515
04:30 PM	2	2	3	2	101	1	83	2	15	5	196	137	549
04:45 PM	0	2	8	7	84	0	60	0	8	5	203	130	507
Total	4	8	28	14	379	5	250	3	39	18	761	534	2043
05:00 PM	2	1	10	4	85	0	94	2	12	4	201	123	538
05:15 PM	2	1	2	3	115	1	79	0	10	1	225	166	605
05:30 PM	2	0	3	5	104	2	77	2	8	1	197	153	554
05:45 PM	0	1	2	1	90	1	77	0	7	0	164	132	475
Total	6	3	17	13	394	4	327	4	37	6	787	574	2172
07:00 AM	1	0	3	5	179	1	91	0	2	4	90	39	415
07:15 AM	0	0	4	5	223	2	150	0	3	1	89	53	530
07:30 AM	0	0	1	2	214	2	127	0	5	7	87	62	507
07:45 AM	0	0	2	3	196	4	126	2	4	7	119	54	517
Total	1	0	10	15	812	9	494	2	14	19	385	208	1969
08:00 AM	0	0	1	5	151	1	94	2	5	5	105	41	410
08:15 AM	0	0	3	2	125	2	98	0	2	9	111	34	386
08:30 AM	1	0	2	3	130	1	78	1	3	6	99	34	358
08:45 AM	0	0	1	3	143	5	83	4	4	19	110	42	414
Total	1	0	7	13	549	9	353	7	14	39	425	151	1568
Grand Total	12	11	62	55	2134	27	1424	16	104	82	2358	1467	7752
Apprch %	14.1	12.9	72.9	2.5	96.3	1.2	92.2	1.0	6.7	2.1	60.4	37.5	
Total %	0.2	0.1	0.8	0.7	27.5	0.3	18.4	0.2	1.3	1.1	30.4	18.9	

RACQUET CLUB PKWY Southbound					CR 52 Westbound				HUNTLEY PKWY Northbound				CR 52 Eastbound					
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total	
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																		
Intersection	04:45 PM																	
Volume	6	4	23	33	19	388	3	410	310	4	38	352	11	826	572	1409	2204	
Percent	18.2	12.1	69.7		4.6	94.6	0.7		88.1	1.1	10.8		0.8	58.6	40.6			
05:15																		
Volume	2	1	2	5	3	115	1	119	79	0	10	89	1	225	166	392	605	
Peak Factor																	0.911	
High Int.	05:00 PM				05:15 PM				05:00 PM				05:15 PM					
Volume	2	1	10	13	3	115	1	119	94	2	12	108	1	225	166	392		
Peak Factor				0.635				0.861				0.815				0.899		
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																		
By Approach	04:00 PM				05:00 PM				05:00 PM				04:45 PM					
Volume	4	8	28	40	13	394	4	411	327	4	37	368	11	826	572	1409		
Percent	10.0	20.0	70.0		3.2	95.9	1.0		88.9	1.1	10.1		0.8	58.6	40.6			
High Int.	04:00 PM				05:15 PM				05:00 PM				05:15 PM					
Volume	1	2	11	14	3	115	1	119	94	2	12	108	1	225	166	392		
Peak Factor				0.714				0.863				0.852				0.899		

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1409 Turnham Lane
Birmingham, AL 35216
205-824-0125

File Name : pelham03
Site Code : 00000000
Start Date : 07/27/2021
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RACQUET CLUB PKWY Southbound					CR 52 Westbound				HUNTLEY PKWY Northbound				CR 52 Eastbound				Int. Total
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Intersection	07:00 AM																
Volume	1	0	10	11	15	812	9	836	494	2	14	510	19	385	208	612	1969
Percent	9.1	0.0	90.9		1.8	97.1	1.1		96.9	0.4	2.7		3.1	62.9	34.0		
07:15																	
Volume	0	0	4	4	5	223	2	230	150	0	3	153	1	89	53	143	530
Peak Factor																	0.929
High Int.	07:00 AM				07:15 AM				07:15 AM				07:45 AM				
Volume	1	0	3	4	5	223	2	230	150	0	3	153	7	119	54	180	
Peak Factor	0.688								0.909				0.833				0.850
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1																	
By	07:00 AM				07:00 AM				07:15 AM				07:30 AM				
Approach																	
Volume	1	0	10	11	15	812	9	836	497	4	17	518	28	422	191	641	
Percent	9.1	0.0	90.9		1.8	97.1	1.1		95.9	0.8	3.3		4.4	65.8	29.8		
High Int.	07:00 AM				07:15 AM				07:15 AM				07:45 AM				
Volume	1	0	3	4	5	223	2	230	150	0	3	153	7	119	54	180	
Peak Factor	0.688								0.909				0.846				0.890

TRAFFIC DATA, LLC
1409 Turnham Lane, Birmingham, AL 35216
205-824-0125

Location: HUNTLEY PKWY north of HWY 11
City, State: PELHAM, AL
Speed Limit: 30 mph
Date: 7/27/2021
Tuesday

24 Hour Volume		24 Hour Volume		24 Hour Volume		24 Hour Volume	
Begin	NB	SB	Combined	Begin	NB	SB	Combined
1:00 PM	48	182	205	1:00 AM	1	7	6
1:15 PM	46	50	96	1:15 AM	2	4	4
1:30 PM	45	51	96	1:30 AM	3	1	3
1:45 PM	43	56	99	1:45 AM	1	3	4
2:00 PM	50	54	249	2:00 AM	1	5	2
2:15 PM	47	60	107	2:15 AM	1	2	3
2:30 PM	48	72	120	2:30 AM	2	1	3
2:45 PM	25	63	88	2:45 AM	1	1	2
3:00 PM	33	149	291	3:00 AM	3	1	4
3:15 PM	45	78	123	3:15 AM	4	1	5
3:30 PM	36	77	113	3:30 AM	5	1	6
3:45 PM	35	75	110	3:45 AM	2	1	3
4:00 PM	35	95	130	4:00 AM	5	9	8
4:15 PM	40	112	152	4:15 AM	7	2	9
4:30 PM	67	99	166	4:30 AM	5	2	7
4:45 PM	37	168	145	4:45 AM	8	2	10
5:00 PM	69	236	163	5:00 AM	12	6	18
5:15 PM	66	117	183	5:15 AM	30	3	33
5:30 PM	57	115	192	5:30 AM	32	6	38
5:45 PM	44	99	143	5:45 AM	36	6	42
6:00 PM	50	153	152	6:00 AM	55	9	64
6:15 PM	37	66	103	6:15 AM	60	8	68
6:30 PM	33	53	86	6:30 AM	66	12	78
6:45 PM	33	44	77	6:45 AM	85	25	110
7:00 PM	21	74	62	7:00 AM	75	15	90
7:15 PM	16	37	53	7:15 AM	107	35	142
7:30 PM	16	52	68	7:30 AM	109	34	143
7:45 PM	21	31	52	7:45 AM	96	40	136
8:00 PM	23	64	53	8:00 AM	75	33	108
8:15 PM	18	47	65	8:15 AM	71	26	97
8:30 PM	15	34	49	8:30 AM	55	27	82
8:45 PM	8	27	35	8:45 AM	79	20	99
9:00 PM	12	44	26	9:00 AM	54	28	82
9:15 PM	8	31	39	9:15 AM	58	20	78
9:30 PM	11	18	29	9:30 AM	54	35	89
9:45 PM	13	12	25	9:45 AM	41	29	70
10:00 PM	3	16	20	10:00 AM	45	27	72
10:15 PM	3	16	19	10:15 AM	57	31	88
10:30 PM	6	8	14	10:30 AM	49	23	72
10:45 PM	4	8	12	10:45 AM	51	36	87
11:00 PM	2	13	10	11:00 AM	49	40	89
11:15 PM	2	8	10	11:15 AM	41	58	99
11:30 PM	5	9	14	11:30 AM	63	60	123
11:45 PM	4	6	10	11:45 AM	53	37	90
12:00 AM	5	9	9	12:00 PM	41	80	121
12:15 AM	2	4	6	12:15 PM	47	100	147
12:30 AM	1	3	4	12:30 PM	49	107	156
12:45 AM	1	2	3	12:45 PM	49	116	165
24 Hour Volume		NB	SB	24 Hour Volume		NB	SB
		3184	3502 (52.4%)			1466	2728
						35.0 %	65.0 %
						4:30 PM	4:45 PM
						239	683
						0.87	0.89

12:00 AM - 12:00 PM		12:00 PM - 12:00 AM		Combined	
Count	NB	Count	NB	Count	Combined
7/28/2021	1718	7/28/2021	1466	7/28/2021	4194
Peak Hour	68.9 %	Peak Hour	35.0 %	Peak Hour	65.0 %
Volume	387	Volume	239	Volume	683
Factor	0.89	Factor	0.87	Factor	0.89

TRAFFIC DATA, LLC
1409 Turnham Lane, Birmingham, AL 35216
205-824-0125

Location: HUNTLEY PKWY north of HWY 11
City, State: PELHAM, AL
Speed Limit: 30 mph

Date: 7/27/2021
Tuesday

24 Hour Speed
Combined Channels

mph	0 - < 15	15 - < 20	20 - < 25	25 - < 30	30 - < 35	35 - < 40	40 - < 45	45 - < 50	50 - < 55	55 - < 60	60 - < 65	65 - < 70	70 - < 200
Total	387	1	6	24	156	151	44	4	0	0	0	0	0
1:00 PM	387	1	6	24	156	151	44	4	0	0	0	0	0
2:00 PM	419	0	13	67	191	111	30	4	2	0	0	0	0
3:00 PM	440	30	17	103	194	75	32	0	0	0	0	0	0
4:00 PM	593	3	8	76	277	191	32	1	1	0	0	0	1
5:00 PM	681	9	16	92	297	219	36	4	0	0	1	0	0
6:00 PM	418	0	6	38	172	165	32	3	1	0	0	0	0
7:00 PM	235	0	0	15	89	100	29	2	0	0	0	0	0
8:00 PM	202	1	0	9	63	94	28	6	0	0	0	0	0
9:00 PM	119	0	0	6	39	41	26	7	0	0	0	0	0
10:00 PM	65	0	0	4	22	20	14	4	0	0	0	0	0
11:00 PM	46	0	0	7	13	19	6	1	0	0	0	0	0
7/28/2021													
12:00 AM	22	0	0	2	5	9	2	4	0	0	0	0	0
1:00 AM	21	0	0	3	6	5	5	1	0	0	0	0	0
2:00 AM	10	0	0	1	2	3	2	1	1	0	0	0	0
3:00 AM	18	0	0	2	4	5	7	0	0	0	0	0	0
4:00 AM	34	0	0	5	7	13	6	3	0	0	0	0	0
5:00 AM	131	0	1	22	43	50	24	2	0	0	0	0	0
6:00 AM	320	1	1	22	102	152	37	4	0	0	0	0	0
7:00 AM	511	9	4	30	190	198	68	7	0	0	0	0	0
8:00 AM	386	2	1	21	118	160	75	7	0	0	0	0	0
9:00 AM	319	1	4	29	111	117	43	11	0	0	1	0	0
10:00 AM	319	2	1	7	113	126	43	3	0	0	0	0	0
11:00 AM	401	4	2	30	149	159	49	4	0	0	0	0	0
12:00 PM	589	4	2	1	195	238	104	11	0	0	0	0	0
Total	6686	67	40	90	653	2558	754	94	5	1	2	0	1
%	1.0	0.6	1.3	9.8	38.3	36.2	11.3	1.4	0.1	0.0	0.0	0.0	0.0

Percentile Speeds
(mph)

10 %	15 %	50 %	85 %	90 %
29.2	30.4	34.6	39.2	40.3

10 mph Pace Speed
Number in Pace

30.4 - 40.4	Average	34.7 mph
5262 (78.7 %)	Minimum	5.0 mph
	Maximum	70.9 mph

Speeds Exceeded

20 mph	30 mph	40 mph
98.4 %	87.3 %	12.8 %
6579	5836	857

Count

Appendix C

Intersection Capacity Printouts – Existing Traffic Conditions

7: Huntley Parkway/Racquet Club Parkway & County Road 52

AM Existing Peak Hour

												
Lane Group	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Volume (vph)	19	385	208	15	812	9	494	2	14	1	0	10
Future Volume (vph)	19	385	208	15	812	9	494	2	14	1	0	10
Satd. Flow (prot)	1770	3539	1583	1770	3532	0	1681	1676	0	1770	1583	0
Flt Permitted	0.164			0.456			0.950	0.955		0.950		
Satd. Flow (perm)	305	3539	1583	849	3532	0	1681	1676	0	1770	1583	0
Satd. Flow (RTOR)			171		1			2			268	
Lane Group Flow (vph)	22	453	245	16	902	0	309	305	0	1	14	0
Turn Type	pm+pt	NA	Perm	pm+pt	NA		Split	NA		Split	NA	
Protected Phases	1	6		5	2		3	3		4	4	
Permitted Phases	6		6	2								
Detector Phase	1	6	6	5	2		3	3		4	4	
Switch Phase												
Minimum Initial (s)	4.0	15.0	15.0	4.0	15.0		4.0	4.0		4.0	4.0	
Minimum Split (s)	25.0	50.0	50.0	25.0	50.0		30.0	30.0		30.0	30.0	
Total Split (s)	25.0	50.0	50.0	25.0	50.0		30.0	30.0		30.0	30.0	
Total Split (%)	18.5%	37.0%	37.0%	18.5%	37.0%		22.2%	22.2%		22.2%	22.2%	
Yellow Time (s)	3.5	4.0	4.0	3.5	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	1.0	2.0	2.0	1.0	2.0		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	4.5	6.0	6.0	4.5	6.0		5.5	5.5		5.5	5.5	
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lead		Lag	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	None	None	None	None		None	None		None	None	
Act Effct Green (s)	29.2	25.6	25.6	29.1	25.5		25.7	25.7		6.0	6.0	
Actuated g/C Ratio	0.41	0.36	0.36	0.41	0.36		0.37	0.37		0.09	0.09	
v/c Ratio	0.09	0.35	0.36	0.04	0.70		0.50	0.50		0.01	0.04	
Control Delay	11.9	18.1	8.0	11.4	23.5		26.7	26.4		41.0	0.2	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	11.9	18.1	8.0	11.4	23.5		26.7	26.4		41.0	0.2	
LOS	B	B	A	B	C		C	C		D	A	
Approach Delay		14.5			23.2			26.5			2.9	
Approach LOS		B			C			C			A	

Intersection Summary

Cycle Length: 135

Actuated Cycle Length: 70.4

Natural Cycle: 135

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.70

Intersection Signal Delay: 21.2

Intersection LOS: C

Intersection Capacity Utilization 53.1%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 7: Huntley Parkway/Racquet Club Parkway & County Road 52

			
Ø1	Ø2	Ø3	Ø4
25 s	50 s	30 s	30 s
			
Ø5	Ø6		
25 s	50 s		

Synchro 11 Report

5: Huntley Parkway & Grand Reserve Drive

AM Existing Peak Hour

Intersection

Int Delay, s/veh 1.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	51	400	3	12	155
Future Vol, veh/h	11	51	400	3	12	155
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	100	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	78	78	85	85	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	14	65	471	4	14	185

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	686	473	0
Stage 1	473	-	-
Stage 2	213	-	-
Critical Hdwy	6.42	6.22	-
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	-
Pot Cap-1 Maneuver	413	591	-
Stage 1	627	-	-
Stage 2	823	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	408	591	-
Mov Cap-2 Maneuver	502	-	-
Stage 1	627	-	-
Stage 2	812	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.3	0	0.6
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	573	1087
HCM Lane V/C Ratio	-	-	0.139	0.013
HCM Control Delay (s)	-	-	12.3	8.4
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.5	0

10: Highway 11 & Huntley Parkway

AM Existing Peak Hour

Intersection

Int Delay, s/veh 5.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↖	↗		↖	↗	↗
Traffic Vol, veh/h	5	130	405	207	201	19
Future Vol, veh/h	5	130	405	207	201	19
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	Yield
Storage Length	100	0	-	-	-	100
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	86	86	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	143	471	241	218	21

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	1401	218	218
Stage 1	218	-	-
Stage 2	1183	-	-
Critical Hdwy	6.42	6.22	4.12
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	2.218
Pot Cap-1 Maneuver	154	822	1352
Stage 1	818	-	-
Stage 2	291	-	-
Platoon blocked, %			
Mov Cap-1 Maneuver	92	822	1352
Mov Cap-2 Maneuver	92	-	-
Stage 1	489	-	-
Stage 2	291	-	-

Approach	EB	NB	SB
HCM Control Delay, s	11.6	6	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1352	-	92	822	-	-
HCM Lane V/C Ratio	0.348	-	0.06	0.174	-	-
HCM Control Delay (s)	9.1	0	46.6	10.3	-	-
HCM Lane LOS	A	A	E	B	-	-
HCM 95th %tile Q(veh)	1.6	-	0.2	0.6	-	-

7: Huntley Parkway/Racquet Club Parkway & County Road 52

PM Existing Peak Hour

												
Lane Group	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Volume (vph)	11	826	572	19	388	3	310	4	38	6	4	23
Future Volume (vph)	11	826	572	19	388	3	310	4	38	6	4	23
Satd. Flow (prot)	1770	3539	1583	1770	3536	0	1681	1650	0	1770	1622	0
Flt Permitted	0.490			0.226			0.950	0.963		0.950		
Satd. Flow (perm)	913	3539	1583	421	3536	0	1681	1650	0	1770	1622	0
Satd. Flow (RTOR)			219		1			9			36	
Lane Group Flow (vph)	12	918	636	22	454	0	215	214	0	9	42	0
Turn Type	pm+pt	NA	Perm	pm+pt	NA		Split	NA		Split	NA	
Protected Phases	1	6		5	2		3	3		4	4	
Permitted Phases	6		6	2								
Detector Phase	1	6	6	5	2		3	3		4	4	
Switch Phase												
Minimum Initial (s)	4.0	15.0	15.0	4.0	15.0		4.0	4.0		4.0	4.0	
Minimum Split (s)	25.0	50.0	50.0	25.0	50.0		30.0	30.0		10.5	10.5	
Total Split (s)	25.0	50.0	50.0	25.0	50.0		30.0	30.0		30.0	30.0	
Total Split (%)	18.5%	37.0%	37.0%	18.5%	37.0%		22.2%	22.2%		22.2%	22.2%	
Yellow Time (s)	3.5	4.0	4.0	3.5	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	1.0	2.0	2.0	1.0	2.0		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	4.5	6.0	6.0	4.5	6.0		5.5	5.5		5.5	5.5	
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lead		Lag	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	None	None	None	None		None	None		None	None	
Act Effct Green (s)	43.9	40.3	40.3	45.2	42.4		17.2	17.2		6.8	6.8	
Actuated g/C Ratio	0.55	0.50	0.50	0.56	0.53		0.21	0.21		0.08	0.08	
v/c Ratio	0.02	0.52	0.70	0.06	0.24		0.60	0.59		0.06	0.25	
Control Delay	10.6	17.8	18.0	10.6	12.9		39.9	38.4		44.7	21.9	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	10.6	17.8	18.0	10.6	12.9		39.9	38.4		44.7	21.9	
LOS	B	B	B	B	B		D	D		D	C	
Approach Delay		17.8			12.8			39.1			25.9	
Approach LOS		B			B			D			C	

Intersection Summary

Cycle Length: 135

Actuated Cycle Length: 80.2

Natural Cycle: 120

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.70

Intersection Signal Delay: 20.6

Intersection LOS: C

Intersection Capacity Utilization 55.4%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 7: Huntley Parkway/Racquet Club Parkway & County Road 52

			
25 s	50 s	30 s	30 s
			
25 s	50 s		

Synchro 11 Report

5: Huntley Parkway & Grand Reserve Drive

PM Existing Peak Hour

Intersection

Int Delay, s/veh 0.8

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	28	248	13	41	471
Future Vol, veh/h	5	28	248	13	41	471
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	100	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	78	78	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	30	318	17	46	523

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	942	327	0
Stage 1	327	-	-
Stage 2	615	-	-
Critical Hdwy	6.42	6.22	-
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	-
Pot Cap-1 Maneuver	292	714	-
Stage 1	731	-	-
Stage 2	539	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	281	714	-
Mov Cap-2 Maneuver	399	-	-
Stage 1	731	-	-
Stage 2	519	-	-

Approach	WB	NB	SB
HCM Control Delay, s	11	0	0.6
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	638	1224
HCM Lane V/C Ratio	-	-	0.056	0.037
HCM Control Delay (s)	-	-	11	8.1
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.2	0.1

Intersection

Int Delay, s/veh 14

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↖	↗		↖	↗	↗
Traffic Vol, veh/h	13	476	233	174	312	12
Future Vol, veh/h	13	476	233	174	312	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	Yield
Storage Length	100	0	-	-	-	100
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	90	90	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	560	259	193	367	14

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	1078	367	367
Stage 1	367	-	-
Stage 2	711	-	-
Critical Hdwy	6.42	6.22	4.12
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	2.218
Pot Cap-1 Maneuver	242	678	1192
Stage 1	701	-	-
Stage 2	487	-	-
Platoon blocked, %			
Mov Cap-1 Maneuver	183	678	1192
Mov Cap-2 Maneuver	183	-	-
Stage 1	531	-	-
Stage 2	487	-	-

Approach	EB	NB	SB
HCM Control Delay, s	30.3	5.1	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1192	-	183	678	-	-
HCM Lane V/C Ratio	0.217	-	0.084	0.826	-	-
HCM Control Delay (s)	8.9	0	26.5	30.4	-	-
HCM Lane LOS	A	A	D	D	-	-
HCM 95th %tile Q(veh)	0.8	-	0.3	8.9	-	-

Appendix D
Intersection Capacity Printouts – Future Traffic Conditions

7: Huntley Parkway/Racquet Club Parkway & County Road 52

AM Future Peak Hour

												
Lane Group	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Volume (vph)	19	385	247	18	812	9	580	2	16	1	0	10
Future Volume (vph)	19	385	247	18	812	9	580	2	16	1	0	10
Satd. Flow (prot)	1770	3539	1583	1770	3532	0	1681	1676	0	1770	1583	0
Flt Permitted	0.162			0.455			0.950	0.955		0.950		
Satd. Flow (perm)	302	3539	1583	848	3532	0	1681	1676	0	1770	1583	0
Satd. Flow (RTOR)			203		1			2			266	
Lane Group Flow (vph)	22	453	291	20	902	0	363	357	0	1	14	0
Turn Type	pm+pt	NA	Perm	pm+pt	NA		Split	NA		Split	NA	
Protected Phases	1	6		5	2		3	3		4	4	
Permitted Phases	6		6	2								
Detector Phase	1	6	6	5	2		3	3		4	4	
Switch Phase												
Minimum Initial (s)	4.0	15.0	15.0	4.0	15.0		4.0	4.0		4.0	4.0	
Minimum Split (s)	25.0	50.0	50.0	25.0	50.0		30.0	30.0		30.0	30.0	
Total Split (s)	25.0	50.0	50.0	25.0	50.0		30.0	30.0		30.0	30.0	
Total Split (%)	18.5%	37.0%	37.0%	18.5%	37.0%		22.2%	22.2%		22.2%	22.2%	
Yellow Time (s)	3.5	4.0	4.0	3.5	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	1.0	2.0	2.0	1.0	2.0		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	4.5	6.0	6.0	4.5	6.0		5.5	5.5		5.5	5.5	
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lead		Lag	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	None	None	None	None		None	None		None	None	
Act Effct Green (s)	29.1	25.5	25.5	29.2	25.5		26.2	26.2		6.0	6.0	
Actuated g/C Ratio	0.41	0.36	0.36	0.41	0.36		0.37	0.37		0.08	0.08	
v/c Ratio	0.09	0.36	0.42	0.05	0.71		0.58	0.58		0.01	0.04	
Control Delay	12.0	18.4	8.3	11.5	23.7		28.7	28.4		41.0	0.2	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	12.0	18.4	8.3	11.5	23.7		28.7	28.4		41.0	0.2	
LOS	B	B	A	B	C		C	C		D	A	
Approach Delay		14.4			23.4			28.5			2.9	
Approach LOS		B			C			C			A	

Intersection Summary

Cycle Length: 135

Actuated Cycle Length: 70.8

Natural Cycle: 135

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.71

Intersection Signal Delay: 22.0

Intersection Capacity Utilization 55.6%

Analysis Period (min) 15

Intersection LOS: C

ICU Level of Service B

Splits and Phases: 7: Huntley Parkway/Racquet Club Parkway & County Road 52

 Ø1	 Ø2	 Ø3	 Ø4
25 s	50 s	30 s	30 s
 Ø5	 Ø6		
25 s	50 s		

5: Huntley Parkway & Grand Reserve Drive

AM Future Peak Hour

Intersection

Int Delay, s/veh 1.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	51	488	3	12	197
Future Vol, veh/h	11	51	488	3	12	197
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	100	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	78	78	85	85	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	14	65	574	4	14	235

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	839	576	0
Stage 1	576	-	-
Stage 2	263	-	-
Critical Hdwy	6.42	6.22	-
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	-
Pot Cap-1 Maneuver	336	517	-
Stage 1	562	-	-
Stage 2	781	-	-
Platoon blocked, %			
Mov Cap-1 Maneuver	331	517	-
Mov Cap-2 Maneuver	440	-	-
Stage 1	562	-	-
Stage 2	770	-	-

Approach	WB	NB	SB
HCM Control Delay, s	13.5	0	0.5
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	501	996
HCM Lane V/C Ratio	-	-	0.159	0.014
HCM Control Delay (s)	-	-	13.5	8.7
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.6	0

Intersection

Int Delay, s/veh 5.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↰	↱		↰	↱	↱
Traffic Vol, veh/h	5	152	416	207	201	19
Future Vol, veh/h	5	152	416	207	201	19
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	Yield
Storage Length	100	0	-	-	-	100
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	86	86	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	167	484	241	218	21

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1427	218	218	0	-	0
Stage 1	218	-	-	-	-	-
Stage 2	1209	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	149	822	1352	-	-	-
Stage 1	818	-	-	-	-	-
Stage 2	283	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	87	822	1352	-	-	-
Mov Cap-2 Maneuver	87	-	-	-	-	-
Stage 1	480	-	-	-	-	-
Stage 2	283	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	11.7	6.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1352	-	87	822	-	-
HCM Lane V/C Ratio	0.358	-	0.063	0.203	-	-
HCM Control Delay (s)	9.1	0	49.2	10.5	-	-
HCM Lane LOS	A	A	E	B	-	-
HCM 95th %tile Q(veh)	1.6	-	0.2	0.8	-	-

13: Huntley Parkway & Site Access

AM Future Peak Hour

Intersection

Int Delay, s/veh 2.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	22	88	413	11	42	150
Future Vol, veh/h	22	88	413	11	42	150
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	24	96	449	12	46	163

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	710	455	0
Stage 1	455	-	-
Stage 2	255	-	-
Critical Hdwy	6.42	6.22	-
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	-
Pot Cap-1 Maneuver	400	605	-
Stage 1	639	-	-
Stage 2	788	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	382	605	-
Mov Cap-2 Maneuver	487	-	-
Stage 1	639	-	-
Stage 2	752	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.2	0	1.8
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	487	605	1100	-
HCM Lane V/C Ratio	-	-	0.049	0.158	0.042	-
HCM Control Delay (s)	-	-	12.8	12.1	8.4	0
HCM Lane LOS	-	-	B	B	A	A
HCM 95th %tile Q(veh)	-	-	0.2	0.6	0.1	-

7: Huntley Parkway/Racquet Club Parkway & County Road 52

PM Future Peak Hour

												
Lane Group	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Volume (vph)	11	826	668	22	388	3	374	4	45	6	4	23
Future Volume (vph)	11	826	668	22	388	3	374	4	45	6	4	23
Satd. Flow (prot)	1770	3539	1583	1770	3536	0	1681	1650	0	1770	1622	0
Flt Permitted	0.490			0.218			0.950	0.963		0.950		
Satd. Flow (perm)	913	3539	1583	406	3536	0	1681	1650	0	1770	1622	0
Satd. Flow (RTOR)			255		1			9			36	
Lane Group Flow (vph)	12	918	742	26	454	0	260	256	0	9	42	0
Turn Type	pm+pt	NA	Perm	pm+pt	NA		Split	NA		Split	NA	
Protected Phases	1	6		5	2		3	3		4	4	
Permitted Phases	6		6	2								
Detector Phase	1	6	6	5	2		3	3		4	4	
Switch Phase												
Minimum Initial (s)	4.0	15.0	15.0	4.0	15.0		4.0	4.0		4.0	4.0	
Minimum Split (s)	25.0	50.0	50.0	25.0	50.0		30.0	30.0		30.0	30.0	
Total Split (s)	25.0	50.0	50.0	25.0	50.0		30.0	30.0		30.0	30.0	
Total Split (%)	18.5%	37.0%	37.0%	18.5%	37.0%		22.2%	22.2%		22.2%	22.2%	
Yellow Time (s)	3.5	4.0	4.0	3.5	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	1.0	2.0	2.0	1.0	2.0		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Total Lost Time (s)	4.5	6.0	6.0	4.5	6.0		5.5	5.5		5.5	5.5	
Lead/Lag	Lead	Lag	Lag	Lead	Lag		Lead	Lead		Lag	Lag	
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes		Yes	Yes		Yes	Yes	
Recall Mode	None	None	None	None	None		None	None		None	None	
Act Effct Green (s)	50.3	45.6	45.6	52.9	50.0		20.4	20.4		6.6	6.6	
Actuated g/C Ratio	0.55	0.50	0.50	0.58	0.55		0.22	0.22		0.07	0.07	
v/c Ratio	0.02	0.52	0.80	0.08	0.23		0.69	0.68		0.07	0.28	
Control Delay	11.1	20.0	24.0	11.1	13.3		44.7	43.0		46.8	23.4	
Queue Delay	0.0	0.0	0.0	0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	11.1	20.0	24.0	11.1	13.3		44.7	43.0		46.8	23.4	
LOS	B	B	C	B	B		D	D		D	C	
Approach Delay		21.7			13.1			43.9			27.5	
Approach LOS		C			B			D			C	

Intersection Summary

Cycle Length: 135

Actuated Cycle Length: 90.8

Natural Cycle: 135

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.80

Intersection Signal Delay: 24.5

Intersection Capacity Utilization 61.4%

Analysis Period (min) 15

Intersection LOS: C

ICU Level of Service B

Splits and Phases: 7: Huntley Parkway/Racquet Club Parkway & County Road 52

			
25 s	50 s	30 s	30 s
			
25 s	50 s		

Synchro 11 Report

5: Huntley Parkway & Grand Reserve Drive

PM Future Peak Hour

Intersection

Int Delay, s/veh 0.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	28	319	13	41	570
Future Vol, veh/h	5	28	319	13	41	570
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	100	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	78	78	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	30	409	17	46	633

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	1143	418	0
Stage 1	418	-	-
Stage 2	725	-	-
Critical Hdwy	6.42	6.22	-
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	-
Pot Cap-1 Maneuver	221	635	-
Stage 1	664	-	-
Stage 2	479	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	212	635	-
Mov Cap-2 Maneuver	339	-	-
Stage 1	664	-	-
Stage 2	459	-	-

Approach	WB	NB	SB
HCM Control Delay, s	11.9	0	0.6
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	561	1133
HCM Lane V/C Ratio	-	-	0.064	0.04
HCM Control Delay (s)	-	-	11.9	8.3
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.2	0.1

10: Huntley Parkway & Highway 11

PM Future Peak Hour

Intersection

Int Delay, s/veh 15.5

Movement	NBL	NBT	SBT	SBR	SEL	SER
Lane Configurations		↖	↑	↗	↘	↗
Traffic Vol, veh/h	244	174	312	12	13	494
Future Vol, veh/h	244	174	312	12	13	494
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	Yield	-	None
Storage Length	-	-	-	100	100	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	271	193	367	14	15	581

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	367	0	0 1102 367
Stage 1	-	-	- 367 -
Stage 2	-	-	- 735 -
Critical Hdwy	4.12	-	- 6.42 6.22
Critical Hdwy Stg 1	-	-	- 5.42 -
Critical Hdwy Stg 2	-	-	- 5.42 -
Follow-up Hdwy	2.218	-	- 3.518 3.318
Pot Cap-1 Maneuver	1192	-	- 234 678
Stage 1	-	-	- 701 -
Stage 2	-	-	- 474 -
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1192	-	- 174 678
Mov Cap-2 Maneuver	-	-	- 174 -
Stage 1	-	-	- 522 -
Stage 2	-	-	- 474 -

Approach	NB	SB	SE
HCM Control Delay, s	5.2	0	33.5
HCM LOS			D

Minor Lane/Major Mvmt	NBL	NBT	SELn1	SELn2	SBT	SBR
Capacity (veh/h)	1192	-	174	678	-	-
HCM Lane V/C Ratio	0.227	-	0.088	0.857	-	-
HCM Control Delay (s)	8.9	0	27.7	33.7	-	-
HCM Lane LOS	A	A	D	D	-	-
HCM 95th %tile Q(veh)	0.9	-	0.3	9.9	-	-

Intersection

Int Delay, s/veh 1.9

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	18	71	250	25	99	482
Future Vol, veh/h	18	71	250	25	99	482
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	77	272	27	108	524

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	1026	286	0
Stage 1	286	-	-
Stage 2	740	-	-
Critical Hdwy	6.42	6.22	4.12
Critical Hdwy Stg 1	5.42	-	-
Critical Hdwy Stg 2	5.42	-	-
Follow-up Hdwy	3.518	3.318	2.218
Pot Cap-1 Maneuver	260	753	1262
Stage 1	763	-	-
Stage 2	472	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	229	753	1262
Mov Cap-2 Maneuver	335	-	-
Stage 1	763	-	-
Stage 2	415	-	-

Approach	WB	NB	SB
HCM Control Delay, s	11.5	0	1.4
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	335	753	1262	-
HCM Lane V/C Ratio	-	-	0.058	0.102	0.085	-
HCM Control Delay (s)	-	-	16.4	10.3	8.1	0
HCM Lane LOS	-	-	C	B	A	A
HCM 95th %tile Q(veh)	-	-	0.2	0.3	0.3	-



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School Impact Analysis

Mixed Use Development, Pelham, AL

This report presents a detailed summary of the potential fiscal impacts to Pelham City Schools from the future mixed-use development being proposed by Hall Group LLC (Hall) in Pelham, Alabama.

The company is seeking approval from the City of Pelham to create a 280-unit multifamily residential development with 21,000 SF of adjacent retail space. The new development will be located at the intersection of Huntley Parkway and Alabama Highway 11/Simmsville Road in Pelham.

Executive Summary

The Pelham Mixed-Use Development as currently proposed would add significantly to the tax digest of the City, County, and City School District. The potential fiscal impacts from the development of the multifamily units and related retail to Pelham City Schools, can be summarized as follows:

- **A Significant Expansion of the Tax Digest for Pelham City Schools**—At project delivery and under the assumptions listed above, the taxable value of the property would increase from \$1,740 in 2021 to an estimated \$6.4 million by 2024.
- **An Increase in School Property Taxes to Pelham City Schools** —This increase in property values from the Pelham Mixed-Use Development would result in an increase in property taxes paid to Pelham City Schools: increasing from \$52.20 collected currently on the vacant land to an estimated \$191,065 annually upon project delivery (based on the current school millage rate).
- **Marginal Growth in the Number of Pelham City School Students**—Upon stabilization of residential component, an expected maximum of 40-45 public school students may reside at the Mixed-Use Development. These students will range in age, and thus have a marginal impact on any singular grade level in their assigned schools.
- **As Student Growth Occurs Educational Costs Funded from Property Taxes Increases**—As the number of Pelham City Schools students living at the Pelham Mixed-Use Development gradually increases as the residential units are filled, related education revenues generated from local property taxes will increase as well. The local share of school costs from the development would increase from an estimated \$128,862 in 2024



when the first students enter the school system, up to an estimated \$161,078 in annual education costs by the third year of operation.

- **The Pelham Mixed-Use Development Would Generate a Positive Net Fiscal Impact (revenues minus costs) to Pelham City Schools**—Once the project is delivered, Pelham City Schools are likely to receive a significant positive net fiscal gain from the development. The net positive fiscal impact would stabilize annually at an estimated \$92,988 by the third year of operation. Over ten years of operation, the cumulative net local share of fiscal impact to Pelham City Schools could be over \$930,000.

The balance of this report documents these findings regarding the educational and fiscal impacts of the development to Pelham City Schools.

Development Overview

Hall Group LLC is seeking approvals from the City of Pelham to develop a 29-acre vacant parcel at the intersection of Huntley Parkway and Alabama Highway 11/Simmsville Road in Pelham.

The current development plans include 280 multifamily units with a mix of 98 one-bedroom, 140 two-bedroom, and 42 three-bedroom unit types. Additionally, 21,000 square feet of retail space is planned as part of the development. The development plan for the Pelham Mixed-Use Development is summarized in the following table.

Pelham Mixed-Use Development		
	Residential	Retail
		21,000 SF
One Bedroom	98 units	
Two Bedroom	140 units	
Three Bedroom	42 units	

Source: Hall LLC

School-Aged Children in Pelham

The U.S. Census, through the Public Use Microdata Sample (PUMS), makes current estimates of the number of children in households for cities and counties from baseline data from the 2010 Census projected forward. This data provides household-level insights to the American Community Survey, which allows a determination of the most accurate multipliers for residents and school-aged children by tenure and number of bedrooms in the unit.

Shown below is a breakdown of Census estimates of the number of Shelby County children enrolled in kindergarten to 12th Grade in 2019, which is the most recent year of the estimates. These numbers are further broken down by household tenure (rented or owned) and then number of bedrooms. This information was used to establish ratios of numbers of school children per apartment type. It was necessary to use Shelby County data for this analysis, in order to provide a large enough relevant statistical set.

Shelby County Residents by Household Type

	Studio	1	2	3+	Total
Rented					
Households	342	1,650	7,789	5,423	15,204
Grade School Students	0	85	1,170	2,929	4,184
School Children per Household	0.00	0.05	0.15	0.54	
Not in Grade School	480	2,019	11,746	11,053	25,298
Owned					
Households	0	133	5,613	63,098	68,844
Grade School Students	0	0	211	29,207	29,418
School Children per Household	0.00	0.00	0.04	0.46	
Not in Grade School	0	203	9,371	127,287	136,861

Sources: KBA; Census PUMS Data

As shown above, there were an estimated 15,204 renter households in Shelby County in 2019. Among renter households there exists a population of 4,184 school-aged children. This number can be further broken down by bedroom type. As expected, one-bedroom units are generally home to very few students, while two-bedroom apartments have a slightly larger number of children present per unit, while three-bedroom units have over 0.5 children per unit on average. These per-unit ratios for Shelby County are assumed to be similar to Pelham for the purposes of this analysis.

Number of Public-school Students from the Pelham Mixed-Use Development

The data derived above provides input in determining the current ratio of public-school students by tenure and the number of bedrooms in the unit. Presented below is an estimate of the number of residents and public-school students who will likely live at the Pelham Mixed-Use Development once completed according to the development plan outlined earlier. This exhibit shows the number of occupied units by their bedroom configuration and estimates the number of public-school students that will live in the community.

Estimated Public School Students at Pelham Mixed-Use Development

	Units	Occupied Units	School-Aged Children per Unit	Total School-Aged Children	Total Public School Students
One Bedroom	98	93	0.05	5	4
Two Bedroom	140	133	0.15	20	17
Three Bedroom	42	40	0.54	22	19
Total	280	266		46	40

Source: Hall LLC, Census PUMS Data

Based on the application of the per-pupil ratios for renter-occupied units by bedroom type, we have estimated that there will be 46 school-aged children living in the Pelham Mixed-Use Development. We estimate that of these, based on ratios in the county as a whole among renters, approximately 40 of those will be public-school students (86%). This figure is the expected number of students at full lease-up of the units by 2026 and assuming an occupancy rate of 95%.

Estimating Education Costs for Students at the Pelham Mixed-Use Development

The site of the proposed development is served by the Pelham City School District. The District has an enrollment of over 3,200 students and four educational facilities.

A review of budgetary data for the Pelham City School Board indicates that for the FY 2020 school year, the total general fund budget was \$44.4 million. Of that total, \$22.1 million was generated from property taxes and other local revenue sources. State and Federal funding accounts for the remainder of school revenues. Based on this budgetary data, we estimate that 49% of Pelham City Schools current year revenue comes from property tax and other local sources.

According to Pelham City Schools, in that same year the district had 3,206 students enrolled. Dividing the \$26 million instructional budget by the number of students in the system yields a per student education cost of \$8,114. Given a proportional total, local revenues would be expected to cover \$4,033 of that cost per student. Thus, in consideration of local education costs, this is the portion of local educational revenues that would need to be generated from the new development to cover the cost of educating a student within the district. We have used this per student cost in our estimate of educational costs from the future development.

Estimating Revenues from the Pelham Mixed-Use Development

This section of the report estimates the tax revenues that would be generated by the Pelham Mixed-Use Development specifically for public education and compares those revenues to the cost of educating the new public-school students from the development, determining the net fiscal impact to Pelham City Schools.

Shown below is an estimate of the property taxes that would be generated from the development when completed. As shown, the construction of the new multifamily residential and retail space, is estimated to generate approximately \$191,065 annually in property taxes to Pelham City Schools, based on the current school millage rates. Per unit and per acre tax assessment values for the improvement and land components of the Pelham Mixed-Use Development were based on the average values of a set of comparable properties located elsewhere in Shelby County, mostly in Pelham¹.

¹ The construction cost of the development is likely to be higher than the forecasted tax appraised value derived for this analysis. Typically, tax appraised values are informed by various factors including construction cost, but in our experience, can be 30%-50% lower than the final construction value. This forecast value was developed based on numerous factors including an assessment of the value of the most recently constructed residential multifamily buildings in Shelby County. However, there are relatively few new multifamily developments in Shelby County that are similar to the proposed development, adding complexity to the forecast. Ultimately, the tax appraised value will be determined by the County Tax Commissioner and could vary from the value forecasted here by KB Advisory Group.

Property Tax Revenues

Multifamily Value	Value
Land Value	\$5,551,035
Land Assessed Value	\$1,110,207
Number of Units	280
Multifamily Improvements Value	\$22,868,686
Retail Improvements Value	\$3,424,490
Improvements Assessed Value	\$5,258,635
Total Tax Assessed Value	\$6,368,842

Property Taxes	Millage	
School M&O	30	\$191,065
Total Property Taxes		\$191,065

Sources: KBA, Shelby County Tax Assessor

In addition to the property tax impacts from the development, customer spending in the retail portion of the Pelham Mixed-Use Development will generate retail sales tax revenue. Based on historical spending patterns and potentially permanent changes in household expenditures due to COVID-19, KBA estimates average annual taxable sales per square foot to be around \$300 for the site. Based on sales from the planned 21,000 square feet of new retail space, we estimate there will be \$6.3 million in annual retail sales upon full lease up. This would generate \$63,000 in sales tax revenue annually.

Sales Tax Revenues

Taxable Sales

Year 1	\$3,150,000
Year 2	\$4,725,000
Year 3-onwards	\$6,300,000
School Annual Sales Tax Revenue (1% rate)	\$63,000

Sources: KBA

The Net Fiscal Impacts to Pelham City Schools from the Pelham Mixed-Use Development

We have also prepared a 10-year forecast of the net fiscal impact to Pelham City Schools to understand overall revenues, public educational costs, and the net benefit to the district. At stabilization, the Pelham Mixed-Use Development would generate an estimated \$254,000 in combined tax revenues for Pelham City Schools annually while the educational costs associated with the new public-school students covered by local property taxes would stabilize at roughly \$161,000 by the third year of operation.

Over the next 10 years, the development has the potential to generate a total of almost \$2.5 million in additional revenue specifically for Pelham City Schools. At the same time, the local share of the funding cost burden created by the additional students who may reside at the multifamily portion of the development would be about \$1.5 million over the same period. The net fiscal impact (the increase in local school revenue minus educational cost share) to Pelham City Schools from the Pelham Mixed-Use Development would be positive, generating a surplus of over \$930,000 over the 10-year period, with a positive net fiscal impact in each year.



NOTE: After 20 years, **Bleakly Advisory Group** is now doing business as **KB Advisory Group**.

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