



CITY COUNCIL WORK SESSION AGENDA

Pelham Senior Center

March 7, 2022 – 4:30 p.m.

**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 February 21, 2022 Regular Work Session Minutes
- D. Executive Session
- E. Old Business
 - 1. Discussion - Process Equipment/Process Barron Tax Abatement Application Request
- F. New Business
 - 1. Discussion - Draft Request for Proposals and Developer Qualifications for the City owned property known as the Oak Mountain Trail development site (formerly known as the Susan Schein property)
 - 2. Discussion - Draft Entertainment District Ordinance
 - 3. Review and Discussion - Compensation Pay Plan (2022)
 - 4. Discussion - FY2022 Annual Street Resurfacing Project
 - 5. Discussion - Set Date and Time for Pelham Board of Education Place 4 Interviews
- G. Review of the March 7, 2022 City Council Agenda
- H. Adjournment

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



CITY COUNCIL WORK SESSION MINUTES

Pelham Senior Center
February 21, 2022 – 5:00 p.m.

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, February 21, 2022, at 5:00 p.m. The regular work session was held in the Pelham Senior Center and was open to the public.

Call to Order

The work session was called to order by Council President Mercer at 5:00 p.m.

Record of Attendance

The following elected officials were present:

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

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

Media Present: None

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

Approval of Minutes

A motion was made by Councilmember Coram to approve the February 7, 2022 Regular Work Session Minutes. The motion was seconded by Councilmember Wash.

There being no further discussion the motion passed unanimously by voice vote of those members present.

Old Business – None

New Business

1. Discussion – Process Equipment, Inc. d/b/a ProcessBarron: Tax Abatement Request

Director of Economic Development Michael Simon explained the tax abatement request by Process Equipment, Inc. regarding the purchase of manufacturing equipment to expand their operation in Pelham.

In attendance was Melody Whitten, Director of Development, 58 Inc., representing Process Equipment, Inc., Ken Nolen, President, Tim Lori, Chief Operating Officer and Drew Carter, Chief Financial Officer and attorney Brad Mayhew. Mr. Nolen gave a brief history of the company which currently employs 150 workers. He stated the expansion includes a 30,000 square foot warehouse and a 10,000 square foot office building. He said the proposed expansion will bring an additional 35 jobs to Pelham. Councilmember Palmer asked whether there was a cap on the tax abatement over the ten-year period. Mr. Simon said he would provide the information requested by Councilmember Palmer.

Mrs. Whitten spoke in support of the abatement. She further explained the tax abatement process. Mr. Nolen stated they plan to break ground on the expansion in August 2022.

2. Discussion – Cooperative Districts

Director of Economic Development Michael Simon explained the process of establishing two proposed cooperative districts. He stated approval takes approximately two weeks after the application is submitted. Councilmember Lanier asked about minutes from the meetings of the cooperative districts. Mr. Simon stated minutes would be kept.

Review of February 21, 2022 Council Agenda

Council President Mercer reviewed the February 21, 2022 city council agenda.

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/or non-controversial and are organized apart from the rest of the agenda and are adopted by general consent and vote by the city council 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 February 21, 2022 City Council Agenda
2. Approval of the February 7, 2022 Regular Council Meeting Minutes
3. Approval of non-budgeted expenses from restricted fund accounts: None
4. **Resolution 2022-02-07-03** for consideration to approve an ABC License application(s) for 050 – Retail Beer (Off Premises Only) and 070 – Retail Table Wine (Off Premises Only) for applicant Mapco Express, Inc. operating under the trade name Mapco 7547 located at 3000 Pelham Parkway, Pelham, Alabama 35124. Resolution 2022-02-07-03 was tabled on February 7, 2022.

Councilmember Coram stated Mapco Express, Inc. is a national company and have an extensive training program.

5. **Resolution 2022-02-21-01** for consideration to approve a Cooperative District related to the Campus No. 124 development

There were no additional questions or comments from the city council.

6. **Resolution 2022-02-21-02** for consideration to approve a Cooperative District related to the Canopy development

There were no additional questions or comments from the city council.

7. **Resolution 2022-02-21-03** for consideration to approve a professional services contract with Jackson Renfro and Associates to provide electrical engineering and design services for new lighting at the Pelham Dog Park and southern portion of the existing trail in Pelham City Park

Acting City Engineer Chris Cousins explained the contract is for lighting design services for the dog park and southern portion of the trail system. He stated the design should be ready for bid in approximately 60 days.

8. **Resolution 2022-02-21-04** for consideration to approve the lowest and most responsive bid as recommended by MW/Davis Dumas & Associates, Inc., the city's engineering consultants, to Eagle Pro, LLC for the replacement of the HVAC equipment at the Pelham Civic Complex & Ice Arena.

Acting City Engineer Chris Cousins stated the new HVAC equipment replaces the dehumidifier and duct work at the Pelham Civic Complex & Ice Arena. In addition, the upgrades include the replacement of the boiler.

9. **Resolution 2022-02-21-05** for consideration to award a public works contract to William's Drywall & Painting for exterior improvements at the Pelham Depot Office located in Pelham City Park

Acting City Engineer Chris Cousins stated the repairs include painting, replacing rotten wood and staining the outdoor deck.

10. **Resolution 2022-02-21-06** for consideration to approve a professional services contract with Jackson Renfro and Associates to provide electrical engineering and design services to replace the current nonfunctional lighting along the Pelham Racquet Club entrance pathway

Acting City Engineer Chris Cousins noted the lighting along the entrance to the Racquet Club has not work for some time. Racquet Club Director Chaney Mills stated the lights have not worked in approximately ten years.

11. **Resolution 2022-02-21-07** for consideration to approve a proposal from Business Interiors, Inc. for Pelham City Hall for interior renovations (furniture) from the State Bid List

Acting City Engineer Chris Cousins stated proposal is for the new furniture package for Pelham City Hall.

12. **Resolution 2022-02-21-08** for consideration to approve a proposal by Studio A Design for the development of a master plan for seven (7) gateways in the City of Pelham along the Highways 119 and 31 corridors

Director of Development Services & Public Works Andre` Bittas stated the proposal is to design improvements to the gateway entrances into the City of Pelham. Landscaping, hardscape, lighting and signage is included in the proposal. Councilmember Palmer asked about the improvements to the I-65 interchanges. Mr. Bittas explained the interstate interchanges would be included.

13. **Resolution 2022-02-21-09** for consideration to approve the estimate from 1 Call Contractors (Electrical) for critical emergency electrical repairs at the Pelham Civic Complex & Ice Arena

Acting City Engineer Chris Cousins explained the recent electrical problems at the Pelham Civic Complex & Ice Arena. He further explained the need to replace the breaker and related electrical equipment, including the power disconnect switch. He stated the repairs would begin tomorrow pending city council approval of Resolution 2022-02-21-09. Mr. Cousins said the ongoing plan is to review the complete electrical system at the Pelham Civic Complex & Ice Arena and make recommendations for the FY2023 budget. Mr. Bittas stated there have been prior failures in the electrical panel within the past two years. Councilmember Palmer asked if the damaged breaker controlled other components at the Pelham Civic Complex & Ice Arena. Mr. Cousins said yes.

14. **Resolution 2022-02-21-10** for consideration to expend funds from the city's Emergency Reserve for Facilities Improvements established by Resolution 2021-12-20-16 for critical emergency electrical repairs at the Pelham Civic Complex & Ice Arena and to further amend the FY2022 budget of the Pelham Civic Complex & Ice Arena for said repairs

There were no additional questions or comments from the city council.

15. **Resolution 2022-02-21-11** for consideration to approve certain job descriptions and associated pay within the Finance, Public Works, Water and Fire departments previously reviewed and approved by the Pelham Personnel Board

Human Resources Director Tracy Hill stated there are five positions for council consideration. She stated the positions are neutral, with no new positions being added. She further stated the positions include additional duties and responsibilities in each of the job descriptions.

Fire Chief Mike Reid spoke to the need for the Apparatus Operator position and job description to test qualified candidates for the position. Chief Reid answered Councilmember Palmer's question regarding the need for the position. Mayor Waters spoke in support of the Apparatus Operator position. Chief Reid stated there is no pay incentive currently being requested for this position.

Director of Development Services & Public Works Andre` Bittas stated the two positions are not new but adding duties and responsibilities in the Water and Building Departments. He spoke to the need to upgrade the positions. Councilmember Wash spoke in favor of the request.

Finance Director Jamie Wagner said there are currently two positions open in the Finance Department which are being filled by temporary employees. She explained the need to staff both positions under consideration by the city council tonight. She stated funding for the positions is budgeted for FY2022.

16. **Resolution 2022-02-21-12** for consideration to approve the funding sources for various capital improvement projects within the City of Pelham

Finance Director Jamie Wagner explained the resolution is a formality with the projects having been funded in FY2021. She stated approval of the resolution funds the projects for FY2022.

17. **Resolution 2022-02-21-13** for consideration to declare as surplus certain item(s) of personal property of the City of Pelham which are no longer needed for public or municipal purposes and sell said personal property "as is and where is" to the Graysville Fire Department

Fire Chief Mike Reid stated Truck 91 needs extensive repairs. He explained the process of selecting the Graysville Fire Department as the recipient of the surplus fire truck through the Terry Ferrell Fund. Graysville Fire Chief Gilchrist addressed the city council and spoke to the need of the aerial apparatus for the City of Graysville.

18. **Resolution 2022-02-21-14** for consideration to amend the FY2022 Police Department budget for the purpose of purchasing five Dodge Chargers and emergency equipment

Police Chief Pat Cheatwood addressed the city council. He stated the problem trying to acquire new vehicles for the police department. He said they have located several Dodge Charges available for purchase which would allow the department to get immediate delivery. Additional discussion continued between Chief Cheatwood and the city council.

F. Public Hearing(s) – None

G. Mayor's Comments

H. Proclamation(s) by the Mayor and Others – None

I. Report of the City Manager – None

J. Report of the City Attorney

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. **Ordinance No. 276-01** for consideration abolish the Pelham Beautification Board by repealing Ordinance No. 276 in its entirety. **First Reading**

(End of February 21, 2022 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 6:35 p.m.

Respectfully submitted this 21st day of February 2022.

Tom Seale, MMC, City Clerk/Treasurer

Maurice Mercer, President of the Council

[SEAL]



Pelham

M E M O R A N D U M

Date: February 28, 2022
To: Gretchen DiFante, City Manager
From: Michael Simon, Economic Development Director
Subject: Process Equipment, Inc. d/b/a ProcessBarron Tax Abatement Request

This memo is being sent in response to the questions raised by the Council during the presentation of the Process Equipment, Inc. d/b/a ProcessBarron Tax Abatement Request at the Work Session held on February 21, 2022:

Question: What specific taxes are being abated during the requested ten (10) year time period?

Response: At the time of purchase, the non-educational portion of the sales tax and use tax on the goods, materials and products purchased for construction and completion of the proposed new addition. Post project completion and Certificate of Occupancy, the non-educational portion of the property taxes collected on the proposed new addition only, not on the existing ProcessBarron property.

Question: Should there be a “cap” on the total amount of sales, use or property tax abatement provided over the ten (10) year period requested under Process Equipment’s application request?

Response: The Alabama Department of Revenue Tax Abatement Program includes regulations stating that for both sales tax, use tax and property tax, the overall value of capital purchases and property investment must not exceed the approved investment amount plus a 10% de minimis deviation. For the additional investment to be included, the abatement agreement must be amended to reflect the additional investment. This provision does provide protection against a higher loss of tax revenue.

Question: What, if any, are other examples the Tax Abatement Program previously approved in the City of Pelham?

Response: The City of Pelham has previously approved three (3) Tax Abatement Program application requests for the following:

- Resolution 2019-10-21-04: Prints Well Inc. and Amazing Grace Properties, LLC: Project cost \$6,687,900; Tax Abated \$152,000; Term: 5 years
- Resolution 2018-11-19-02: Extrulex North America, LLC: Project cost - \$705,091; Tax Abated -\$46,423; Term – 5 years
- Resolution 2013-07-15-07: Summer Classics Properties, LLC: Project cost – \$4,413,000; Tax Abated - \$195,000; Term – 8 years

The Tax Abatement application requires approval of a Resolution and Agreement (see Attachment IV).

Please consider this for placement on the Council’s Regular meeting agenda at the earliest convenient date.



Pelham

M E M O R A N D U M

To: Gretchen DiFante, City Manager

From: Michael Simon, Economic Development Director

Date: March 1, 2022

Attachments: A & B

Subject: Request for Proposals and Developer Qualifications to Solicit Proposals for the City owned property known as the Oak Mountain Trail Project site

The attached Request for Proposal and Developer Qualifications (RFP/RFQ) is written for the purpose of soliciting proposals for the development of certain City-owned real property located on Oak Mountain Trail at the Northwest corner of Highway 52 East, Highway 35 and Interstate I65, formerly known as the Susan Schein property (see Attachment I).

The overall goal of the City is development of a hotel and commercial project on approximately 7.0 acres of real property hereinafter defined as the "Project Site" located in the heart of downtown Pelham. Specifically, the City desires development of a 100-140 key hotel offering amenities such as, but not limited to, a restaurant, fitness room and pool (the "Hotel"), on approximately three and one half (3.5) acres along the northern portion of the proposed Project Site (see Attachment II). The City also seeks development of approximately eight to ten thousand square feet (8,000-10,000 sqft.) of additional commercial space for uses such as, but not limited to, retail, restaurant, neighborhood servicing commercial that could be proposed as one (1) standalone building or two (2) free standing buildings (the "Commercial Development") on the remaining acreage.

Due to the dual development scope and size of the Project Site, the City's preference is that one developer/counterparty develop both the Hotel and the Commercial Development; however, the City is open to having multiple different developers/counterparties develop the Hotel and Commercial Development separately.

The RFP/RFQ contains language outlining the guidelines and submittal requirements for items such as the Proposal Presentation, Schematics/Design Plans, Estimated Budget and Development Timeline, Prior Development Experience and RFP/RFQ timeline.

The RFP/RFQ tentatively proposes its issuance to occur on March 28, 2022 and have a submission deadline on June 30, 2022, no later than 3pm, CST.

Please consider this for placement on the Council's Workshop meeting agenda at the earliest convenient time.

ATTACHMENT A
AERIAL MAP/PARCEL MAP



REQUEST FOR PROPOSALS AND DEVELOPER QUALIFICATIONS

The City of Pelham (the "City") is issuing this Request for Proposal and Developer Qualifications (RFP/RFQ) respecting the development of certain City-owned real property located on Oak Mountain Trail at the Northwest corner of Highway 52 East, Highway 35 and Interstate I65 as referenced and identified on **Attachment A**, and hereinafter referred to as the "Project Site". Interested respondents are encouraged to read this RFP/RFQ carefully.

The City has a population of approximately 25,000, with a median household income of \$76,558. The City is the home of Oak Mountain State Park, Oak Mountain Amphitheater, Ballantrae Golf Club, the Pelham Civic Complex & Ice Arena, Pelham Racquet Club, newly developed Greenway Trail system along with a new Library and Elementary School. The City is located approximately 20 miles south of downtown Birmingham and 75 miles north of Alabama's State Capital in Montgomery.

1. The Project; Project Site; Internal Roadway and Infrastructure Improvements

The Project. The overall goal of the City is development of a hotel and commercial project on approximately 7.0 acres of real property hereinafter defined as the "Project Site" located in the heart of downtown Pelham. Specifically, the City desires development of a 100-140 key hotel offering amenities such as, but not limited to, a restaurant, fitness room and pool (the "Hotel"), on approximately three and one half (3.5) acres along the northern portion of the proposed Project Site (see **Attachment A**). The City also seeks development of approximately eight to ten thousand square feet (8,000-10,000 sqft.) of additional commercial space for uses such as, but not limited to, retail, restaurant, neighborhood servicing commercial that could be proposed as one (1) standalone building or two (2) free standing buildings (the "Commercial Development") on the remaining acreage. The Hotel and the Commercial Development are herein collectively referred to from time to time as the "Project".

Due to the dual development scope and size of the Project Site, the City's preference is that one developer/counterparty develop both the Hotel and the Commercial Development; however, the City is open to having multiple different developers/counterparties develop the Hotel and Commercial Development separately.

It is the responsibility of the proposer to perform the due diligence necessary to ensure that the Project components within its proposal (whether proposing to develop the Hotel, the Commercial Development, or both) conforms with, and is in furtherance of, Plan Pelham, the City of Pelham's Comprehensive Plan, adopted in January 2020, Future Land Use section for Neighborhood and General Commercial development characteristics: <https://pelhamalabama.gov/168/Comprehensive-Plan>.

Project Site. The Project Site offers good accessibility from both the north and south bound travel lanes via Interstate I65, Exit 242, and its location on Highway 52 provides close



to 30,000 vehicular trips per day. The Project Site is located within the City's Corridor Overlay

District boundaries and a description of the development requirements may be accessed online at:

[https://library.municode.com/al/pelham/codes/code of ordinances?nodeId=COOR APXAZ O.](https://library.municode.com/al/pelham/codes/code%20of%20ordinances?nodeId=COOR_APXAZO) The Project Site will carry a B-2 Commercial Zoning designation which provides for uses such as but not limited to retail, restaurant, bakery and hotels. It is the responsibility of each proposer to review the City Code of Ordinances Land Development Regulations and Zoning Code as well as any applicable site plan and design guideline limitations when considering their proposal.

A copy of the Project Site survey, aerial boundary and parcel map is included with this RFP-RFQ as **Attachment A** and as **Attachment B**. All appraisals and surveys of the subject properties that make up the Project Site are available in electronic form on the City's website, (insert link).

Internal Roadway and Infrastructure Development. As will be explained in greater detail during the Pre-Submission Videoconference described below, the City intends to construct roadway and other infrastructure improvements on the Project Site incident to development of pads for the Project. See **"2. Registration; Pre-Submission Videoconference"** below.

2. Proposer Registration; Pre-Submission Videoconference

Registration. Respondents should register with the City via email by providing their name, address, telephone number, and an email address to Michael Simon, Economic Development Director at msimon@pelhamalabama.gov. This is very important because any information concerning addendums, changes, additions, clarifications, notices, and other topics related to this RFP/RFQ will be sent to those that register with the City as well as posted on the City's website.

Proposers are strongly encouraged to complete the form attached as **Attachment C** hereto.

Pre-Submission Videoconference. The City will hold a pre-submission video conference on _____, 2022 at 4:00 p.m. (CST). At the video conference the City will present the Project Site, cover important elements of this RFP/RFQ, and explain plans by the City to construct and provide roadway, grading, and other infrastructure improvements for the preparation of pads for the Project. This meeting will be conducted by the City and in a manner such that interested respondents can attend via Zoom or similar technology, and all attendance will be anonymous as pertains to other attendees. Registrants will be permitted to submit questions prior to the conference, as well as during the conference, which the host will read and answer.

3. Required Content of Proposals



Proposals should contain the following documents and information, with tabbed sections in the order specified below, to be deemed complete. Proposals not deemed complete may be rejected.

a. General Statement. Provide a general written statement describing the proposed project (including specifying whether the proposal is for the Hotel, the Commercial Development, and/or both), and proposed financial terms.

b. Visual Presentation of Proposed Project. Provide a PowerPoint or similar presentation of the proposed Project, consisting of no more than 15 slides with maximum of three (3) slides dedicated to proposer's past history and experience information. All remaining slides will focus on description of the development of the proposed project (e.g. site, program, design, construction, development cost, schedule, financing, proposed acquisition terms, estimated absorption rates and sales/leasing/operations).

c. Schematics/Design Plans, and Related Aspects of Project being Proposed. Provide a detailed description of the proposed Project, with text and graphics. This should include, but it is not limited to, a schematic site layout plan; total gross building area (not including unenclosed/outdoor areas), conceptual elevations, as well as the information indicating compliance with the objectives and requirements of the plan and requirements specified in paragraph 4. "Architectural and Design Requirements." If the Hotel is proposed, a concept showing development on the offered 3+/- acre portion of the Project Site for the Hotel along with the proposed number of hotel rooms, square footage for each type of room, building height; number of parking spaces being proposed and locations. If the Commercial Development is proposed, a concept showing development on the other 4+/- acre portion of the Project Site for development of the Commercial Development along with the nature and square footage of commercial components. If the proposer wishes to propose variances from or changes to the requirements of the Land Development Regulations or the City's Comprehensive Plan, the proposal should expressly address and explain those variances and changes.

d. Hotel Specifics. Proposers desiring to develop the Hotel should include:

- (1) Identify Hotel flag or flags the proposer will or anticipates operating the hotel.
- (2) For each flag, identify (I) hotels the proposer has previously developed that are operated by such flag, and (II) a description of each such hotel, the other development participants, and their roles.
- (3) If a described previous hotel project included a public-private partnership, provide the name of the governmental body or bodies involved, describe the nature of the partnership and, if available, a reference with such governmental body or bodies.

e. Prior History with Similar Developments. Except as otherwise covered in b. immediately above, a written list of similar projects developed by the proposer, or companies controlled by its principals, and proposer's team that were completed within the last ten (10) years, including photographs, addresses, dates the projects were completed, and general project description. For projects that are public-private partnerships, proposers are encouraged to list the public partner(s) and their contact information, including name, title, address, email, and phone numbers.

f. Estimated Budget and Sources and Uses of Funds. Provide a proforma financial analysis including a development budget with a detailed breakdown of all project pre-development costs, other soft and financing costs, cost of property acquisition from the City, construction, and other hard costs. The Proposal shall include a funding "sources and uses" statement identifying the funding sources, amounts and terms of all of the proposed debt and equity funding sources to pay for the project, an operating cash flow detailing projected gross income, expenses, debt service and net cash flow for the development period and at least ten years of operation beginning upon Project completion.

g. Public Assistance, if any. If the proposer intends to seek financial assistance from any public entities (e.g., State, County, or City), include a breakdown of the amount and terms of such assistance, the expected public entity to provide such assistance, how such funds or assistance will be used when combined with other funding sources, and why such assistance is necessary. A proposer may submit the requested breakdown information under a format of their own choosing but must also complete the Proposed Project Funding Uses and Sources Information form provided as **Attachment E**. Provide assumptions and bases for the analysis including comparable sales and/or other support for estimated rental rates, costs, expenses and other elements of analysis.

h. Ability to Secure Financing. The proposer shall submit third party evidence of the ability to secure financing in the form of a preliminary financing commitment letter or letter of interest from a lending institution or other primary source of debt or other financing. A firm financing commitment from a lending institution or other source of investment financing will be required prior to the closing of the lease or sale of the Project Site, or as otherwise stipulated in the Development Agreement (hereinafter defined) between the successful proposer and the City. Information regarding any legal or administrative actions, past or pending, that might impact the capacity of the proposer (or its principals or affiliates) to complete the Project must be disclosed.

i. Entities Involved. The proposer shall include the name and a description of the legal entity that would serve as the developer of the Project. If the developer of the Project is comprised of more than one entity, such as through a joint venture, partnership, or similar arrangement (a "Joint Venture"), the information required above should be presented separately per joint venture entity. For Joint Ventures, the proposer must also summarize

the actual or anticipated level of financial participation and control of each party within the Joint Venture.

j. *Development Team Profile.* Provide a brief profile for each member of the development team. The proposer shall identify, for the proposer and all employees and members of the proposer, any familial, business or similar relations (existing or prior) with the City, any member of the City council of the City, or any officer or employee of City, for each individual team member or firm, members of its governing body, or its officers.

k. *Credit Check Authorization.* Provide authorization to perform a credit check for each proposer or related business entity (e.g., members of a Joint Venture). The Authorization must be executed by the appropriate officer of proposer entity (see **Attachment D.1** and **Attachment D.2.**).

l. *Legal Actions.* A list of all civil and criminal legal actions in which each proposer entity (and its affiliates, and of each Joint Venture entity and its affiliates), and each owner or controlling entity or person is currently a named party or was a named party in the past four (4) years, providing the case number, case description, the state of jurisdiction, and disposition (or status) of each case. Proposer(s) may include any additional relevant information. If there are no actions to disclose, provide a written statement attesting to this fact as respects all entities and persons identified in the proposal.

m. *Tax Status; Prior Bankruptcies.* Provide a statement if the proposer is in arrears of any taxes or other financial obligations to the City or any other municipal or state entities. If there are no arrears of any taxes or other financial obligations to disclose, provide a written statement attesting to this fact. Disclosure of any bankruptcies by any of the entities involved with the proposal during the past ten years must be made with the RFP/RFQ.

n. *Manner of Interest in Project Site.* A signed written statement of intent to lease or purchase the Project property indicating the proposed purchase price along with a statement of willingness to negotiate and execute a Development Agreement within 90 to 120 days of selection if selected. Any Development Agreement (hereinafter defined) will contain performance-based criteria and milestone timelines for items such as, securing financing, approved plans and specifications for the Project, formal site plan application, commencement of construction and completion of construction, limitations on transferability or assignability of the Development Agreement and limitations in change in ownership of the developer without prior written approval from the City, termination provisions for failure to meet the criteria listed and other provisions to adequately define the rights, duties and obligations of the parties. The City would prefer a ground lease structure that turns into the transfer of fee simple title to the Project Site (or portion upon which the Project is located) once developer has engaged a licensed general contractor, obtained a building permit for the project, and commenced construction (determine as the date foundation and footings are poured and completed). If the ground lease structure is not pursued, the Development Agreement would contain a reverter clause in any deeds, along with limits on encumbrances thereon, if such terms are not satisfied by an agreed-upon date.

o. Other Information. Provision of all other information required under this RFP/RFQ, including all attachments that request a proposal or information from the proposer.

p. Acknowledgment. Execution of an acknowledgement letter attesting that the proposer has read and understands all procedures and requirements of this RFP/RFQ (see **Attachment F**).

4. Architectural and Design Requirements

The aesthetic appeal of developments on the Project Site is of critical importance to the City. The Project should incorporate quality architectural design and site development standards that enhance the corridor area and adjacent properties. Proposers should review the City's Municipal and Zoning Codes and the IBC 2015 for Project development, construction and design guidance. Proposals will be evaluated on their adherence and incorporation of architectural and design elements presented in Pelham's Plan and the Land Development Regulations. When developing the Hotel concept, proposers are encouraged to consider the inclusion of the following elements:

- a. Incorporation of public spaces and plazas, publicly accessible WiFi, and enhanced landscaping and lighting elements into the proposed design.
- b. Incorporation of high quality exterior design, enhanced landscaping, lighting and decorative features into the proposed Project.
- c. Incorporation of a rooftop restaurant/bar or, first floor restaurant/bar operating for hotel guests and providing for public accessibility.
- d. Enhanced environmentally sustainable features such as but not limited to electric vehicle charging stations and solar powered building and/or site components, etc.

5. Requirements for Submitting Proposals

Location and Deadline for Submission of Proposals. Proposals must be received by the City at the Temporary City Hall building at 401 Southgate Drive, Pelham, Alabama 35124; Attn: Michael Simon, Director of Economic Development, on or before (we will insert a date that is no less than 60 days and no more than 90 days from the issuance date) _____, 2022, no later than 4:00 p.m. Central Standard Time (the "Deadline"). The City reserves the right to reject and not consider proposals received after the Deadline or not in compliance with this RFP/RFQ.

Form and Number of Copies of Proposals. Proposals must be delivered in a sealed box or envelope. **Faxed and emailed proposals will not be accepted.** In total, one (1) bound original proposal document must be submitted with a title page listing the name of the RFP/RFQ and the submitting proposer along with one (1) unbound but clipped copy of the



proposal and one (1) digital copy of the complete proposal in PDF format on a labeled CD/DVD or thumb drive. Proposals shall be clearly marked on the outside of the envelope or delivery box container as follows:

Request for Proposals and Developer Qualifications
City of Pelham, Alabama
Issue Date: March 7, 2022
Submittal Deadline: May 26, 2022, no later than 4:00 p.m. (CST)

Completeness. All proposals must be complete upon submission to the City.

Signature. The proposal, and any documents submitted with the proposal that require a signature, must be signed by an individual authorized by proposer to legally bind and represent proposer.

Failure to Meet Requirements. The City reserves the right, at its sole discretion, to reject and not consider any Proposal that fails to satisfy the requirements set forth in this RFP/RFQ.

Additional Information. After proposals are received by the City, the City may make requests to proposers for clarifications, assurances, or for other details including, but not limited to, financial and disclosure data relating to the proposal or proposer (including all affiliates, officers, directors, partners and employees). Following submission of a proposal, the proposer agrees to deliver such further details, information and assurances, including, but not limited to, financial and disclosure data relating to the proposal and/or the proposer

(including the proposer's affiliates, officers, directors, partners and employees), as reasonably requested by the City.

6. Proposal Evaluation and Selection Process

City Staff Determination. Select City staff shall review each proposal and provide a determination to the City Council members as to whether or not each proposal successfully met the minimum submission requirements for review, including whether the proposal is complete, and whether it fully complies with the terms and conditions outlined in this RFP/RFQ. A proposer's failure to provide a complete RFP/RFQ submission may result in the submission not being evaluated or otherwise rejected from consideration. The City Council members or City staff may request clarification of submitted information from any proposer.

Criteria for Selection of Potential Candidates to Develop Project Site. In addition to meeting the minimum requirements of this RFP/RFQ, each proposal will be evaluated on criteria deemed relevant by City Staff, including among other things the following. As noted below, adequate capability to successfully undertake the proposed project is a minimum standard which shall be met before any other criterion is considered:

- a *Capability of the Proposer and Development Team.* A primary focus shall be

on the experience, qualifications, and financial capacity of the proposer (and financial partner, if any is identified and to the extent firmly committed) considering: Track record of securing financing for (or self-financing) and developing projects of comparable nature and comparable or greater scale and of high quality in terms of their use and architecture; evidence of financing relationships and interest in the proposed Project; other information indicating the proposer's financial capacity which it chooses to provide at this stage; reputation in the industry for competence and integrity; and successful completion of public-private development experience, if any. The capability and track record for high quality design of the architect/design team will also be considered.

Note that if a proposer whose qualifications and financial capacity are not considered adequate to successfully undertake the project, the proposer will not be considered no matter what the proposal's merits on other criteria. Assuming adequacy of qualifications, relative qualifications, and capacity will be considered comparative criteria weighed along with the other criteria.

- b. *Likelihood of Feasibility.* The likelihood of the proposed Project being feasible in a reasonable timeframe, considering:
- The thoroughness and convincing nature of the proposed development and construction schedule, financial analysis, operations and other elements of the proposer's analyses, assumptions, and strategies;
 - Financing commitments, if any; and
 - Implementation schedule.
- c. *Conditions and contingencies for realizing the project such as financing, market/pre- leasing, and regulatory/approvals, and how likely these are to be achieved.*
- d. *Financial Return/Effect on the City.* This includes the value of the proposed sale terms for the Project Site, total Project costs, cost of assistance, if any, requested from the City, projected lodging tax revenues and overall lodging tax gains to the City, real estate taxes, and any other direct, clearly identifiable revenues to the City likely generated by the Project. Consideration will be given to the timing and likelihood of receiving these revenues and any such other direct values or costs that the City in its sole discretion considers relevant and can reasonably be evaluated.
- e. *Fulfilment of the requirements and objectives of the City for the Project as stated in this RFP/RFQ.*

City Council Review. After City staff concludes its review proposals for completeness and evaluates proposals based on the criteria above, the staff will present the results of the review and evaluation process to the City Council at a public meeting.

Proposers suggested for consideration to the City Council will be asked to present the proposed Project's PowerPoint slide presentation, as submitted, to the City Council at a public meeting. The City Council is under no obligation to select any proposer, and may, at its sole discretion, terminate the RFP/RFQ process, select another developer (either from other proposals or outside the RFP/RFQ process), continue the process to a subsequent meeting, etc.

Development Agreement. Once an apparent winning developer for the Project has been identified, such developer and the City shall work to negotiate terms and provisions for a development agreement or similar agreement, and other agreements and instruments necessary for development of the Project (collectively, the "Development Agreement"). Until such Development Agreement is finalized, considered and approved by action of the City Council pursuant to applicable requirements of Alabama law, and signed by the City, there will not be a contractual relationship as respects the Project, the Project Site, or any other matters with the City and the apparent winning developer, and the City will owe no duties or obligations, and have no liabilities owed or owing to, to the apparent winning developer.

- The Development Agreement must be in a form(s) acceptable to the City and the City's legal counsel.
- Until the City and apparent successful developer agrees upon a Development Agreement satisfactory to both parties, each may pose and City may each elect to terminate negotiations of the Development Agreement and otherwise respecting the Project at any time for any reason.

If there shall be a termination of negotiations, City shall have the right to enter negotiations with any other person or entity of its choosing, including without limitation another proposer or a proper responsive to an amended or new request for proposals/request for qualifications.

7. RFP/RFQ Documents Provided

The following planning and site documents are considered part of this RFP/RFQ and may be obtained from the City office or (insert website link)

- Survey of City Owned proposed Project site (provided as **Attachment B**)
- Phase I and/or Phase II Environmental Report

- Geotechnical Report
- Property Appraisal

In addition, all proposers are encouraged to physically visit and inspect the Project Site and surrounding area prior to submitting a Proposal. It will be assumed that each proposer has performed all necessary visual inspections on the Project Site prior to delivery of a Proposal.

8. Tentative Schedule

The following tentative schedule is anticipated for actions related to this RFP/RFQ. All dates, times, and locations are subject to change. All changes will be communicated via email to registrants, as well as posted to the City's website at _____

Issue Date of RFP/RFQ:	March 28, 2022
Voluntary Pre-Submission Videoconference	April 12, 2022, 3:30pm (CST)
Question/Request for Clarification Deadline:	May 24, 2022, 5:00pm (CST)
Submittal Deadline:	June 30, 2022, no later than 3pm (CST)
Presentation to City Council:	June 18 or August 1, 2022
Proposer Selection by City Council:	August 1 or Augusts 15, 2022
<i>(Note: The dates offered above are subject to change – registered interested parties will be notified by email of changes, if any.)</i>	

9. Contact and Questions

a. Contact Information. All questions, requests for clarifications or information, and other communications relating to this RFP/RFQ must be directed to:

Michael Simon, Economic Development Director
City of Pelham
401 Southgate Drive, Pelham, AL 35124
Phone: (205) 620-6505
Email: msimon@pelhamalabama.gov

ANY OTHER CONTACT WITH THE CITY, INCLUDING STAFF, OFFICERS, EMPLOYEES, OR ELECTED OFFICIALS OF THE CITY SHALL BE GROUNDS FOR DISMISSAL FROM THIS RFP/RFQ PROCESS.

b. Answers to Questions and Clarifications. All correspondence, questions, requests for additional information and related inquiries must be submitted in writing via email to the person identified above and may be submitted at any time PRIOR TO 5:00 p.m. (CST) on May 10, 2022. All questions, clarifications and requests for additional information and related inquiries submitted, along with responses to the same, will be issued in the form of an addenda and posted to the City's website at the following link _____(tbd) and be considered part of this RFP/RFQ.

It is the responsibility of all proposers to obtain, review and respond to any and all

addenda issued. Oral explanations, information, and instructions shall not be considered binding on the City. All proposers are encouraged to independently verify the accuracy of any information provided. Neither the City nor any of its agents or employees shall be responsible for the accuracy of any oral information provided to any proposer, or to any assumptions made by proposer. Written responses to all written questions submitted shall be maintained by the City in the RFP/RFQ file.

c. Limitations on Communications; Cone of Silence; No Lobbying. As stressed above, proposers or persons acting on a proposer's behalf may not contact any employee, officer, or member of the City Council of the City, any member of the City zoning board, or other officers, representative or agent of the City concerning any aspect of this RFP/RFQ. Contact may only be made in strict accordance with this RFP/RFQ. See "a. Contact Information" above. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

Persons deemed to be "acting on proposer's behalf" shall include, but not be limited to, the proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, agents, or any actual or potential subcontractor or consultant of the proposer.

10. Discretion of the City

Proposer, by its acceptance of this RFP/RFQ and submission of a response thereto, understands, acknowledges and agrees that the City retains all rights, at its sole and absolute discretion, to take any action whatsoever it deems necessary or desirable in its sole discretion respecting the revision, modification and termination, as the case may be, of this

RFP/RFQ, the selection of a developer or developers for the Project (whether arising out of this RFP/RFQ process or otherwise), and any other matters respecting the use and development of the Project Site at any time prior to the development, execution and delivery of the Development Agreement herein described. Without limiting the generality of the foregoing, each proposer understands, acknowledges and agrees that the City may, at any time,

- a. Withdraw this RFP/RFQ;
- b. Modify the schedule associated with this RFP/RFQ;
- c. Issue addenda to this RFP/RFQ;
- d. Request additional information, clarifications, or assurances from one or more proposers or prospective proposers;
- e. Reject any and all proposals;
- f. Refrain from entering a Development Agreement or any other legally binding relationships as a result of this RFP/RFQ;
- g. Verify the accuracy of any information provided;
- h. Accept proposals that deviate from this RFP/RFQ;
- i. Disqualify or reject proposals that are incomplete, untimely, or unclear;
- j. Re-advertise this RFP/RFQ and accept new proposals;
- k. Obtain economic feasibility studies or third-party evaluations with regard to any

- part of any proposal;
- l. Evaluate Proposals through any lawful process,
 - m. Select the one or more successful proposals or proposers it deems will be in the best interests of the City;
 - n. Waive any required element or condition found in this RFP/RFQ for all proposals or for a specific proposal;
 - o. Waive any formalities associated with this RFP/RFQ;
 - p. Negotiate agreements, abandon or withdraw from negotiations, approve agreements, and take other similar actions as a result of this RFP/RFQ.

11. Permits, Taxes, Licenses and Laws

The successful proposer will be required to pay for and/or obtain, at its own expense, all permits, licenses, fees, and taxes required, and to comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to responding to this RFP/RFQ and developing, constructing, equipping and operating the Project.

12. Public Records

The City of Pelham is public entity subject to sunshine laws and open records laws, which includes providing in response to lawful requests for information submitted to the City and maintained as a public record.

*END OF MAIN DOCUMENT
PROCEED TO ATTACHMENTS*

List of Attachments:

- A.** Aerial Map/Parcel Map
- B.** Survey of City of Pelham Owned Property
- C.** Proposer Information
- D.1.** Authorization to Perform a Credit Check (personal)
- D.2.** Authorization to Perform a Credit Check (business entity)
- E.** Proposed Project Funding Uses and Sources Information
- F.** Acknowledgment Letter

ATTACHMENT A
AERIAL MAP/PARCEL MAP





**ATTACHMENT B
PROPERTY SURVEY**



**ATTACHMENT C
PROPOSER(S) INFORMATION**

Name: _____
Street Address: _____
Mailing Address (if different): _____
City, State, Zip: _____
Telephone No. _____: Fax No: _____
Email Address of Contact Person: _____

Ownership Status - Is the company currently for sale or involved in any transaction to expand or to be acquired by another business entity? If yes, please explain the impact to the organization and management efforts.

Age of Organization – In continuous business since: _____

Leadership - List Corporate Officers, Principals, Partners or owners of your Organization with titles and addresses. If a publicly held company, list Chairman of the Board, CEO, and President:

Federal Identification No.: _____

State of Incorporation & Registration No.: _____

If not a corporation, explain your status:



ATTACHMENT D.1

DISCLOSURE AND AUTHORIZATION TO PERFORM CREDIT CHECK

An authorization to Perform Credit Check will need to be completed by each Principal/Owner.

For Principal/Owner:

(Please use a separate form for each principal/owner)

As Principal/Owner of Proposer, I _____(name) hereby affirm I have read the above disclosure, and consent to and authorize the City of Pelham's investigation into my credit worthiness. Such consent and authorization are given with respect to any and all persons who may conduct an investigation of my credit worthiness on behalf of the City of Pelham, including independent contractors and credit agencies retained by the City of Pelham for such purpose.

Any information provided to the City of Pelham is a public record subject to the provisions of _____ A.S., and I may request a copy of any information provided to the City of Pelham as part of the City of Pelham's investigation into my credit worthiness.

I grant such consent and authorization to the City of Pelham for the period commencing as of the date of this authorization and terminating at the time a Proposal is selected by the City of Pelham City Council.

I hereby waive any and all claims, past present or future, which I may have against the City of Pelham by reason of any credit investigation made pursuant to my consent and authorization herein given to the City of Pelham.

Proposer Name: _____

Principal/Owner Name: _____

Date of Birth: _____

Current Home Address: _____

Previous Home Address: _____

Email: _____ Phone #: _____

Signature: _____ Date: _____

Print Name: _____



**ATTACHMENT D.2
AUTHORIZATION TO PERFORM CREDIT CHECK**

For Proposer (Business Entity):

The Proposer hereby consents to and authorizes the City of Pelham's investigation into the credit worthiness of the Proposer. Such consent and authorization are given with respect to any and all persons who may conduct an investigation of the proposer's credit worthiness on behalf of the City of Pelham, including independent contractors and credit agencies retained by the City of Pelham for such purpose.

Any information provided to the City of Pelham is a public record subject to the provisions of _____, A.S.

Proposer grants such consent and authorization to the City of Pelham for the period commencing as of the date of this authorization and terminating at the time a proposal is selected by the Pelham City Council.

This proposer hereby waives any and all claims, past present or future, which the proposer may have against the City of Pelham by reason of any credit investigation made pursuant to proposer's consent and authorization herein given to the City of Pelham.

An authorization to Perform Credit Check will need to be completed by each Principal/Owner and by the Business.

Proposer (Business) Name (D/B/A if applicable): _____ Current
Business Address:

Federal Tax ID# _____ State of Incorporation: _____

Phone #: _____ Fax#: _____

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____



**ATTACHMENT E
PROPOSED PROJECT FUNDING USES AND SOURCES INFORMATION**

Project Uses and Sources

Land Costs	\$
Soft Costs	\$
Construction Costs	\$
Carrying Cost/Financing Costs	\$
Permit and Impact Fee Costs	\$
Marketing Costs	\$
Developer/Contractor Overhead and Profit	\$
Total Project Cost	\$

Capital Stack

Proposer/Developer Equity	\$
Outside Capital Investor Equity	\$
Mortgage or Financed Amount	\$
Amount of Public Assistance, if any [provide separate line item from each entity expected to provide assistance].	\$
Other funding as identified	\$
Funding Total	\$



**ATTACHMENT F
ACKNOWLEDGMENT LETTER
PROPOSER(S) SHALL INCORPORATE THIS
ACKNOWLEDGEMENT LETTER IN THEIR SUBMITTAL PACKAGE**

Re: City of Pelham
Request for Proposal/Request for Qualifications (RFP/RFQ) dated _____ 2022

To Whom It May Concern:

The undersigned has read the City of Pelham's Request for Proposal/Request for Qualifications (RFP/RFQ) dated _____, 2022. On behalf of proposer identified below and our proposal team, we agree to and accept the terms, specific limitations, and conditions expressed therein. We have read, rely upon, acknowledge and accept the City of Pelham's disclosure and disclaimer, which is fully incorporated by reference into this letter, and certify that all of the requirements as described in the RFP/RFQ are met and all required documents are enclosed.

We further certify that all information presented in this proposal, and all of the information furnished in support of the proposal, is true and complete to the best of our knowledge and belief, and we are aware of the fact that making false statements or presenting false information that results in an Agreement may be penalized to the maximum extent allowed by law.

Sincerely,

Name of Proposer

Print Name and Title

Authorized Signature

Date



Pelham

M E M O R A N D U M

To: Gretchen DiFante, City Manager

From: Michael Simon, Economic Development Director

Date: March 1, 2022

Attachments: I & II

Subject: Formation of the City of Pelham Bishop Creek Entertainment District

The attached proposed Ordinance is written for the formation and governance of the City of Pelham's Bishop Creek Entertainment District (see Attachment I). The proposed location of the Bishop Creek Entertainment District is generally defined as the area lying between the south side of Cahaba Valley Road (Hwy 119) and Amphitheater Road; and between Oak Mountain Drive and Pelham Parkway (Hwy 31), including the property boundaries of the Campus 124 development (see Attachment II). Please consider this for placement on the Council's Workshop meeting agenda at the earliest convenient time.

"Entertainment Districts" can be officially designated by local government ordinance and governed through the use of functional zoning regulations, utilizing best management and operational practices as well as cooperation from the City's permitting and public safety divisions. Additionally, public and private investment can be infused to create distinctive and unique urban design elements that attract patrons and visitors. Entertainment Districts have economically benefitted downtowns and cities thrive through development of various businesses that attract tourism and local commerce.

Alabama State law allows for the designation of an "Entertainment District" as recognized under Section 28-3A-1 7.1 (d) of the Code of Alabama. Under Section 28-3A-1 7.1 (d) of the Code of Alabama, the "Entertainment District" statutory designation provides authorization to permit the consumption of alcoholic beverages anywhere within the confines of an "Entertainment District" boundary, to any retailer that is licensed to sell alcoholic beverages for on-premises consumption as well as to any manufacturer licensee that conducts tastings or samplings. The law also states that an individual may not enter a licensed premises with open containers or closed containers of alcoholic beverages that were acquired from another licensed premises.

Please consider this for placement on the Council's Workshop meeting agenda at the earliest convenient time.

ATTACHMENT I

ARTICLE VIII. ALCOHOL

Sect. 11-164. - Arts and Entertainment District.

Authority. Pursuant to Code of Ala. 1975, § 45-37A-243, the city may establish by ordinance no more than three (3) entertainment districts permitting the consumption of alcoholic beverages purchased from on-premise alcoholic beverage licensees to be consumed by purchasers anywhere within an applicable entertainment district. Once a district is created, the ABC Board may issue an entertainment district designation for retail alcoholic beverage licenses within a district that will allow the patrons, guests or members of the licensee to exit the licensed premises with open containers of alcoholic beverages, and to consume those beverages anywhere within the confines of a district with the exception of excluded places, as defined herein.

Definitions. The following words, terms, phrases, when used in this section, shall have the meanings ascribed to them in this subsection (a), except where the context clearly indicates a different meaning:

ABC Board shall mean the Alabama Alcoholic Beverage Control Board.

Alcoholic beverage shall mean any beverage regulated by the ABC Board.

Approved container shall mean a container that is not a can, bottle, or glass container, that does not exceed sixteen (16) fluid ounces in volume, and that is provided to a patron, guest or member by a licensee who is located within the boundaries of the district in which the alcoholic beverage is being served. The approved container shall bear the commercially printed name and/or logo of the district or the commercially printed name and/or logo of the district licensee or any combination thereof.

Arts and entertainment district or **district** means the district established hereinafter in subsection (b) of this section, as such district may be from time to time amended.

Arts and entertainment district area or **area** means public places within the art and entertainment district, except for an excluded public place.

Arts and entertainment district event means a special event that meets each of the following criteria:

- (1) The event is open to the general public and may or may not include an admission fee for

entrance into the event.

(2) The purpose of the event is to promote local arts, culture, or entertainment, through a venue that is consistent with the purpose of the arts and entertainment district.

Arts and entertainment district permittee or **permittee** means an on-premise retail city licensee permitted by the city in accordance with subsection (f) of this section.

Entertainment event shall mean any concert, sports event, show, performance, presentation or production for the purpose of amusement, pleasure, leisure, recreation, relaxation, fun, enjoyment or interest and governed by Article XII. of this Code.

Excluded public place means a public place within the arts and entertainment district that is not included within the arts and entertainment district area as follows:

- (1) A public building, facility, garage, or parking lot that is posted with signage at each entrance or in conspicuous places that no open containers of alcoholic beverages are allowed on the premises;
- (2) Property privately owned or controlled that is posted with signage at each entrance or in conspicuous places that no open containers of alcoholic beverages are allowed on the premises;
- (3) An area being used for an Article XII entertainment event that is posted with signage at each entrance or in conspicuous places occupied by the event that no open containers of alcoholic beverages are allowed on the premises;
- (4) An area being used for an Article XII entertainment event that is licensed to sell alcoholic beverages; or
- (5) The premises of a city licensee.

Licensee shall mean any person or business within a district that holds a valid license issued by the ABC Board to sell alcoholic beverages for consumption on the licensed premises.

Special temporary event shall mean a special temporary event within the district authorized by the city under Article XII of the zoning ordinance.

Purpose.

Purpose of section. The purpose of this section is:

- a. To establish districts authorized by Code of Ala. 1975, § 28-3A-17.1, within which certain conduct that is otherwise prohibited by this article is permitted, specifically, regulations against possessing an open container and drinking in a public place under Section 11-161, regulations against removal of open containers under Section 11-162, regulations against allowing an open container or consumption of alcoholic beverages on the parking lot area of a city licensee under Section 11-163; and
- b. To establish regulations governing the district.

Purpose of arts and entertainment districts. In addition to the foregoing, the purpose of establishing an arts and entertainment district is to enhance the public enjoyment of the district and to promote local arts, culture, and entertainment, while, at the same time, protecting existing uses and preserving the quiet enjoyment of the district.

Bishop Creek Arts and Entertainment District established.

Subject to subsections (2) and (3) of this subsection (c), there is hereby established the following named and generally described district, the Bishop Creek Arts and Entertainment District, which is also shown on the appended map incorporated herein by reference, which district shall constitute an entertainment district pursuant to Code of Ala. 1975, § 28-3A-17.1:

Legal Description of the district boundaries to be inserted here, less and except the following tracts of land:

(To be inserted here)

Notwithstanding anything in this section to the contrary, at any time and from time to time, the arts and entertainment districts established in this section may be enlarged, reduced, modified, or eliminated, in whole or part, and the regulations set forth in this section are subject to amendment at any time and from time to time. No vested rights shall be acquired by or be conferred upon any person as a result of the establishment of an arts and entertainment district or permitting under this section.

In the event the arts and entertainment district established by this section falls below the number of alcoholic beverage licensees required for the establishment of the district according to Code of Ala. 1975, § 28-3A-17.1, then the city may amend this section to either eliminate the arts and entertainment district or modify the district so as to remain in compliance with Code of Ala. 1975, § 28-3A-17.1, unless applicable state alcoholic beverage control laws allow for continuance of a once-established district regardless of the number of alcoholic beverage licensees remaining.

Where this section provides for the opening of a portion of the arts and entertainment district, that portion that is opened shall not have fewer than the required number of alcoholic beverage licensees.

Reserved.

The boundaries of the Bishop Creek Entertainment District are shown outlined in red on the following map:

(Map to be inserted here)

Rules and regulations.

The following rules and regulations shall be followed in any entertainment district created by the city pursuant to this article.

(1) *Alcohol within an entertainment district.* Any licensee within a district who receives an entertainment district designation for its on-premises retail license from the ABC Board or who otherwise holds a valid license from the ABC Board to sell alcoholic beverages for consumption on the licensed premises shall comply with all laws, rules, and regulations which govern its license type. Patrons, guests or members of that licensee may exit that licensed premises with an open container of an alcoholic beverage and consume alcoholic beverages anywhere within the confines of a district (except for excluded places as defined herein), but may not enter another licensed premises with open containers or closed containers of alcoholic beverages acquired elsewhere. Nothing in this article shall be construed to allow the sale of alcohol to minors.

No licensee within a district shall be required to allow the removal of alcoholic beverages for consumption outside of its licensed premises. Any licensee that does not desire to allow the removal of alcoholic beverages from its licensed premises shall clearly post notice that no open containers of alcoholic beverages may be removed from the licensed premises. Such notice shall be posted, at a minimum, at all exits of the licensed premises and where beverages are dispensed within the licensed premises.

This article shall not be construed to prohibit the sale of alcoholic beverages in their original, unopened containers for off-premises consumption by any establishment authorized by the ABC Board to make such sales. However, the consumption of alcoholic beverages sold in original, unopened containers for off-premises consumption shall not be allowed in any public area of a district.

The following rules shall apply within a district:

- a. A person shall not enter a licensed premises within a district with an alcoholic beverage(s) acquired at another licensed premises.

- b. A person shall not exit nor shall a licensee allow a person to exit such licensed premises with an alcoholic beverage in any container other than an approved container. Alcoholic beverages sold for removal from a licensed premises within a district shall be dispensed only in an approved container. No beverage shall be removed from a licensed premises in a can, bottle, or glass container, except that cans, bottles, or glass containers shall be allowed in a licensee's outdoor seated dining areas. No person shall possess on the streets, sidewalks, rights-of-way, or outdoor public areas located within a district any open alcoholic beverage container which exceeds sixteen (16) fluid ounces in size.
- c. A person shall not enter into a designated entertainment district with alcoholic beverages purchased outside of the district, except as otherwise permitted by the ABC Board and in compliance with all applicable laws, ordinances, rules and regulations governing the sale, possession or consumption of alcoholic beverages.
- d. A person shall not remove an alcoholic beverage purchased for on-premises consumption from the premises from which they were sold for consumption or remove the container in which the alcoholic beverage was sold for on-premises consumption, except from the premises of those licensees who receive an entertainment district designation in a district.
- e. A person shall not refill an approved container from a licensed premises with an alcoholic beverage not purchased at a licensed premises within the district.
- f. A person shall not exit a district with an alcoholic beverage(s) purchased in an open container for consumption within that district.
- g. A person shall not have and/or consume an alcoholic beverage(s) (i) in any parking lot or parking facility within a district or (ii) in a motor vehicle parked or in motion within a district, with the exception of a common carrier vehicle licensed by the ABC Board to serve alcoholic beverages.
- h. A licensee shall not to allow a patron, guest or member to exit its licensed premises with more than one (1) open container of an alcoholic beverage, and it shall be unlawful for any person to exit such licensed premises with more than one

(1) such open container.

i. A person shall not possess on the streets, sidewalks, rights-of-way, or any other public area located within a district any open alcoholic beverage which was not purchased from an on-premises retail alcohol beverage licensee lawfully doing business within a district and who has met all requirements of the ABC Board and the City of Pelham.

j. The consumption of an alcoholic beverage and/or possession of an open alcoholic beverage container shall not be allowed in any excluded place within a district that is posted with signage stating that alcoholic beverages may not be present or consumed on the premises.

Hours of the district.

Regular hours and days of district. The regular hours of operation for the arts and entertainment district shall be from the daily opening time of the first district licensee to open until the daily closing time of the last district licensee to close during which time a patron, guest, or member of a licensee may exit the licensed premises with an open container of an alcoholic beverage and consume such alcoholic beverage anywhere within the confines of the district subject to the provisions of this article.

Arts and entertainment district event.

A Business that is the organizer of an entertainment event that is an *arts and entertainment district* event, including an organized event on private property that requires city event services in accordance with Article XII, may request, with the organizer's application for an entertainment event permit and on forms provided by the city, that the arts and entertainment district, or a portion thereof specified in the request, be opened during the event.

The request shall be processed with the application for an entertainment event permit and the event organizer, as that term is defined in Article XII, Sec. 5-241, shall be responsible for all costs incurred by the city as a result of the opening of the district during the special event, including safety, traffic and crowd control; clean-up costs;

and the use of city equipment. City services necessitated by the conduct of the entertainment event independent of the opening of the arts and entertainment district shall be governed by Article XII. - Entertainment Events.

City-sponsored opening of the district. At any time and from time to time, the City, through the Mayor or his/her designee, may elect to sponsor the opening of all or a portion of the arts and entertainment district.

Conduct in the entertainment district.

The regulations of Article VIII of this Code, concerning the possession of an open container or drinking an alcoholic beverage in a public place, shall not apply in the case of the possession or consumption of alcoholic beverages in an approved container within the confines of the arts and entertainment district area during the hours of operation of the arts and entertainment district. Otherwise, the regulations of Article VIII of this Code shall apply.

The regulations of Article VIII., concerning removal of an open container from an authorized licensed premises, shall not apply in the case of the removal of an approved container of alcoholic beverages from the premises of the arts and entertainment district permittee providing the same, during the hours of operation of the arts and entertainment district. Otherwise the regulations of subsections Article VIII of this Code shall apply.

It shall be unlawful for any person to re-use or to knowingly allow the re-use of an approved container for an alcoholic beverage and nothing in this section shall be construed to authorize the same.

Nothing in this section shall be construed to authorize any person to violate the state's open container law found at Code of Ala. 1975, § 32-5A-330.

Nothing in this section shall be construed to authorize any person to violate the state and city's laws against under-age drinking.

Signage required.

Businesses that wish to participate in the district privileges must display participation signage near the entrance to such establishment. Signs shall display the district name, establishment name, and the hours of district operation. The signage shall be unified in a district with regard to content, size, color, material, and method of attachment to the building. The signage shall be fixed to the building and no more than five (5) feet from the door at each public entrance.

Each boundary to a district shall be clearly marked at all district entrances and exits with fixed signage showing a boundary map. Signs for pedestrians entering a district shall display the district name and the hours of district operation, shall clearly mark the boundary of the district, and shall indicate the prohibition against bringing an alcoholic beverage purchased outside of the district into such district. Signs for pedestrians leaving the district area shall clearly mark the boundary of the district and shall indicate the prohibition concerning the removal of alcoholic beverages from the district area. The signage shall be unified in a district with regard to content, size, color, material, and method of attachment.

The requestor/developer of a district within the city shall be responsible for all signage required hereunder and shall be responsible for the cost of obtaining and installing such signage.

Permitting.

Qualifications. In order to qualify for an arts and entertainment district permit, an applicant shall meet each of the following:

- The applicant shall be a city business licensee that is authorized by the city to sell alcoholic beverages at retail for on-premises consumption; and

- The applicant agrees to make any modification to the licensed premises as required to become a permittee such as but not limited to the posting of district maps, instructional signage, public safety, server training; and

No adverse criminal, quasi-criminal, or administrative action shall be pending or shall have been taken in the immediately preceding 12-month period against the city licensee or its owner related to the retail license or the operation of the city licensed premises.

Application process; permit duration. A city business licensee that meets the qualification of subsection (f)(1) above:

(1) may apply with the city clerk's office to become an entertainment district permittee by filling out a form provided by the city. A permit shall be valid for a license year, at the end of which a renewal application must be made. The city clerk-treasurer may deny a permit if the applicant does not meet the qualifications stated in subsection (1) above. If denied and after making the necessary corrections in order to meet the qualifications stated in subsection (1), the applicant may reapply to become an entertainment district permittee by refilling the application with the city clerk-treasurer within 45 days after the denial.

Action against permit. A permit may be revoked, suspended, or not renewed by the city clerk-treasurer, if the permittee or applicant for renewal no longer meets the qualifications stated in subsection (1) above.

Entertainment District Permit Fees. The entertainment district permit fee schedule for the city is as follows:

Permittee annual license fee: \$50.00

Issue fee for permit: \$15.00

Security.

Temporary closure of district. At any time and from time to time, the Chief of Police shall have the authority to temporarily close the arts and entertainment district, or portions of the district, which includes the authority to require persons to disperse from the area, should he, in his sole discretion, determine it is appropriate to do so in order to protect the public health, safety, or general welfare. The arts and entertainment district shall remain closed until the Chief of Police allows the district to be re-opened. The city shall not be responsible for any costs incurred by any person

as a result of the closing and the city shall still be entitled to a reimbursement for city services provided in connection with the opening of the district for an arts and entertainment district event.

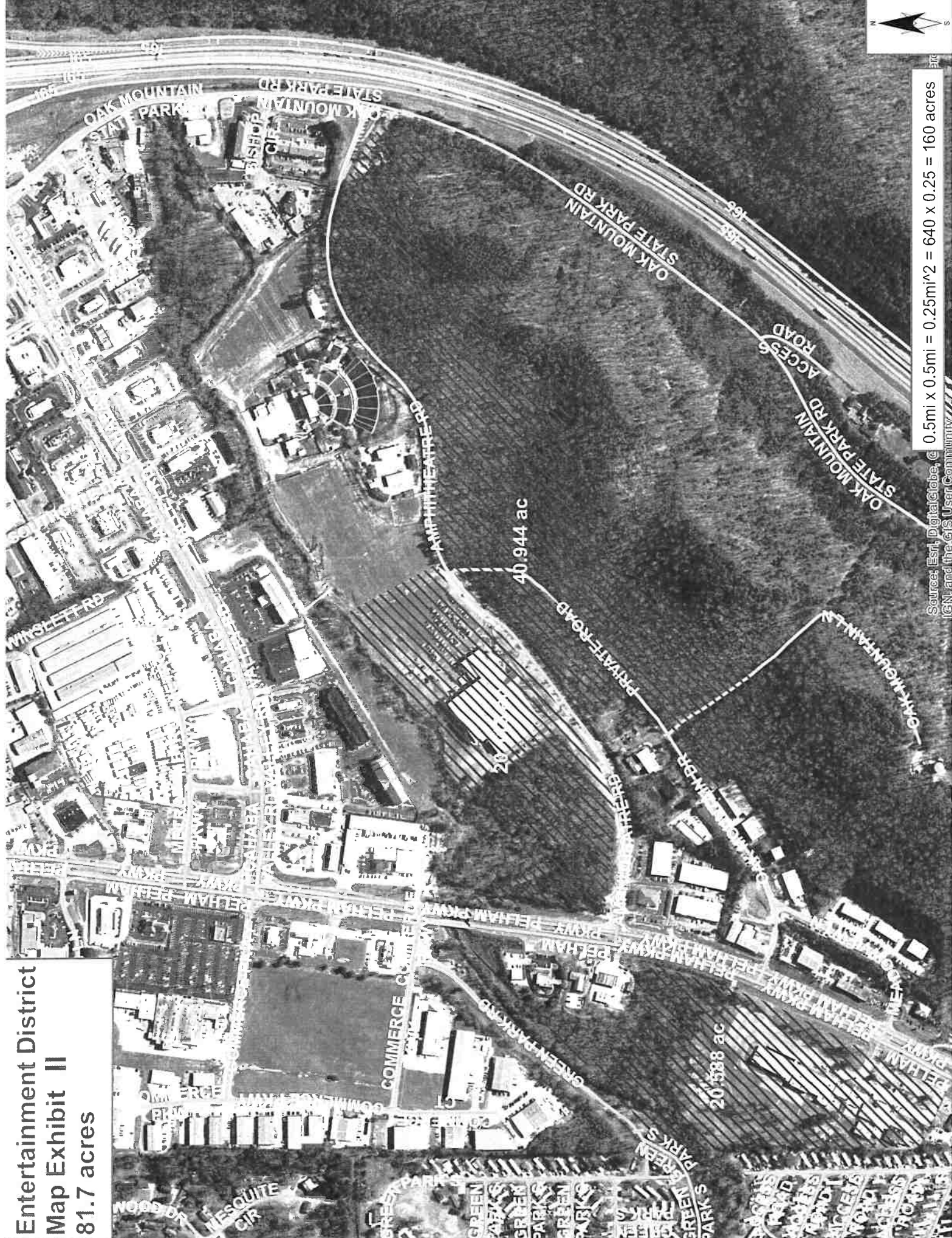
Entertainment District
Map Exhibit
81.7 acres

40.944 ac

20.588 ac

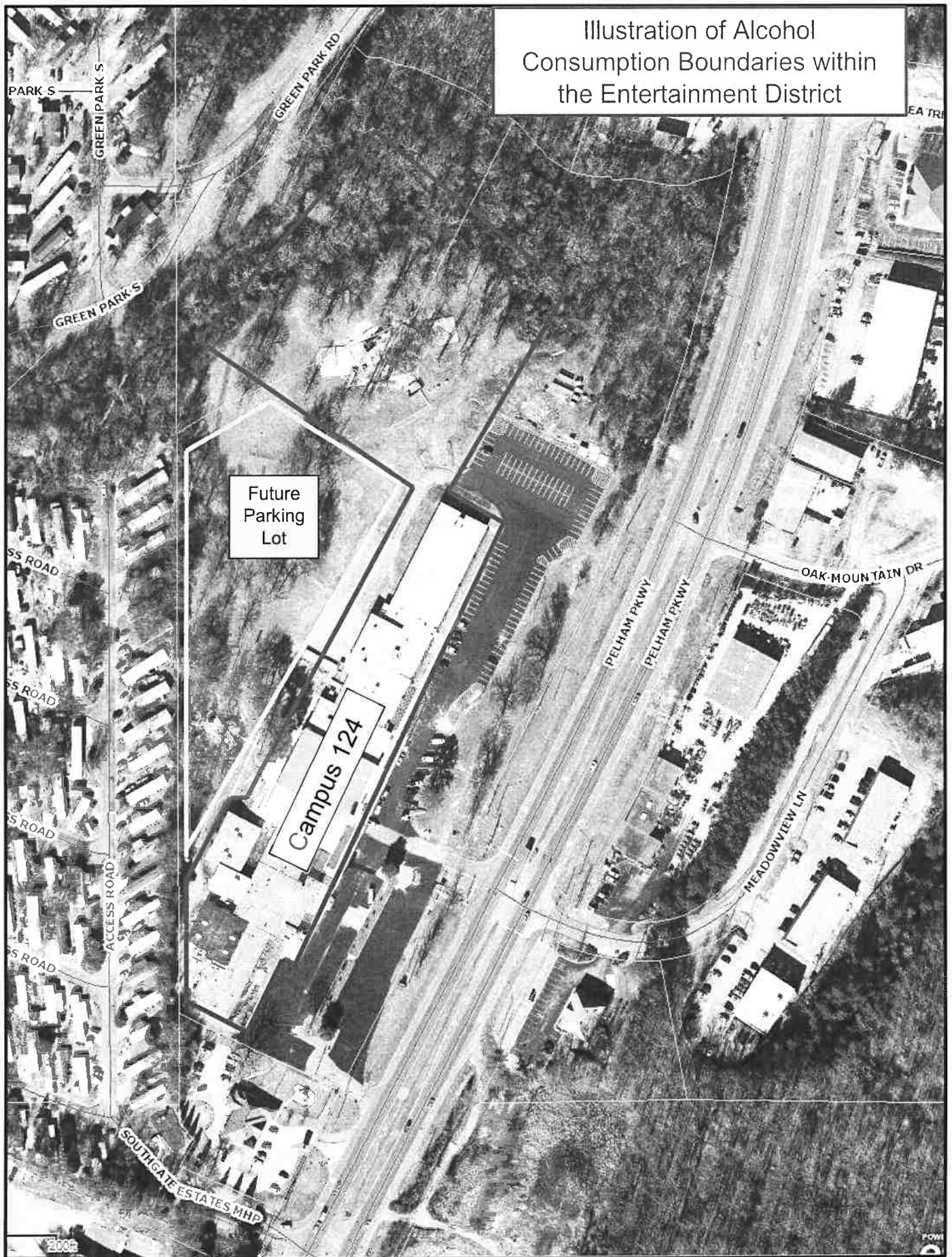
0.5mi x 0.5mi = 0.25mi² = 640 x 0.25 = 160 acres

Entertainment District
Map Exhibit II
81.7 acres



Source: Esri, DigitalGlobe, © 0.5mi x 0.5mi = 0.25mi² = 640 x 0.25 = 160 acres
IGN and the GIS User Community

ATTACHMENT II





Pelham

A path apart.

2018 – 2021 HRM RECAP

- The City Manager, Mayor, and the City Council considered it important to have a third-party consulting company create a comprehensive compensation study for the City of Pelham. Use of a vendor ensured objectivity and professionalism as well as access to data from a variety of salary survey programs.
- HRM, Inc. consulting company was selected to create the compensation plan with the support of the City Manager and funding provided by the City Council to develop a pay plan that is professional in its development, equitable based on market conditions, and easy to understand.
- In Spring of 2019 HRM began to review and update the compensation administration program covering approximately 350 employees working in approximately 100 unique position titles. The plan began with updates to the job descriptions with HRM, Dept Heads, HR, and the City Manager working collaboratively.
- Sources used for market data comparison include all publicly available government salary data plus salary survey data available from non-profit and industry specific entities. The market data includes the cities of Alabaster, Hoover, Huntsville, Mobile, Tuscaloosa, Mountain Brook, Pell City, and many others.
 - The project consisted of two main parts:

Job Analysis –

- Conduct job analysis for approximately 100 benchmark position titles, consisting of job description review and interviews with managers to develop understanding of essential duties, responsibilities, minimum qualifications, and reasonable recruitment areas.
- Conduct FLSA exemption reviews on all positions.

Compensation –

- Compile market compensation data for each benchmark position.
- Update and/or develop pay grade and range classification system. Recommend the proper slotting of positions within salary grade structure.
- Evaluate internal and external equity for each position, including Adverse Impact Ratio Analyses.
- The first part of the project was completed, and the updated job descriptions were presented to the Personnel Board in the Fall of 2019. The Board recommended the updated job descriptions to the City Council, and they were approved and implemented.

- The Personnel Board did not recommend the second part of the project and the compensation plan did not move forward to Council for review.
- In early 2021 we asked HRM to partner with us to update the compensation project from 2019. The project included approximately 30 new and/or updated position descriptions since the last market study project was completed. Market data from 2019 was aged 5% and compared with new market data.



Pelham

A path apart.

2022 IMPLEMENTATION OF PROPOSED PLAN WILL:

- Reduce number of plans from 17 step plans to 2 – The Main Employee Plan and the Public Safety Employee Plan.
- Standardize differentials between steps. (3.5% between steps for the Main Employee Plan, and 4.5% between steps for the Public Safety Employee plan.)
- Standardize % between grades. (4% between each grade in the Main Employee Plan).
- Employees will be given a base pay increase based on current step as it relates to new steps.
- 15 employees below the new range minimum will be given an increase and brought to the new range minimum.
- 16 employees above the new range maximum will have their pay rate frozen until such a time as the Pay Plan is adjusted by the City Council so that their pay rate falls below the adjusted maximum.
- **No** employee's pay will be negatively affected. The plan has **no** recommended decreases in the current pay of any City employee.

MARKET SURVEYS USED

Sources of Data for Market Study

- Economic Research Institute®
- CompAnalyst by Salary.com
- National Golf Owners Association
- Alabama City/County Wage & Salary Survey
- All data aged forward to March 2, 2019 by 3%

Scopes Used – where is talent recruited?

- Geographic: Alabama, South (Region), Birmingham and surrounding areas, Southeast Region
- Industry:
 - Non-profit
 - All Industries-All FTEs, All Industries-200-500 FTEs
 - Government-All FTEs, Government-200-500 FTEs
 - Government Support Services-All EEs, Government Support Services-EEs 350
- Scopes specific to Golf Course Survey

Police/Fire (Public Safety)

Shelby County

Alabaster

Birmingham

Homewood

Hoover

Mountain Brook

Vestavia

Grade	1st Step	Mid Step	Max Step	Department	Pelham Job Title
110	18,939	22,376	25,812	Racquet	Assistant Tennis Professional
210	28,035	33,122	38,208	Golf	Assistant Golf Professional - VACANT
220	29,156	34,446	39,737	Admin/Finance	Receptionist I - VACANT
220	29,156	34,446	39,737	Library	Library Assistant
250	32,797	38,747	44,698	Devt Svcs & Public Works (Streets)	Maintenance Technician
250	32,797	38,747	44,698	Devt Svcs & Public Works (Streets)	Street Maintenance Technician I
250	32,797	38,747	44,698	Devt Svcs & Public Works (Water)	Meter Reader
250	32,797	38,747	44,698	Devt Svcs & Public Works (Water)	Water Technician I
250	32,797	38,747	44,698	Golf	Greenskeeper I Tech
260	34,108	40,297	46,486	Golf	Receptionist II (Golf)
260	34,108	40,297	46,486	Police	Records Clerk (Police)
260	34,108	40,297	46,486	Racquet	Receptionist II (Racquet)
270	35,473	41,909	48,346	Devt Svcs & Public Works (Streets)	Maintenance Technician Lead
270	35,473	41,909	48,346	Devt Svcs & Public Works (Streets)	Street Maintenance Technician II
270	35,473	41,909	48,346	Devt Svcs & Public Works (Water)	Water Technician II
270	35,473	41,909	48,346	Golf	Greenskeeper Sr Tech
270	35,473	41,909	48,346	Parks & Recreation	Park Associate Tech (P&R)
270	35,473	41,909	48,346	Racquet	Park Associate Tech (Racquet)
280	36,892	43,586	50,280	Devt Svcs & Public Works (Water)	CSR/Assistant Billing Specialist
280	36,892	43,586	50,280	Devt Svcs & Public Works (Water)	Customer Service Representative
280	36,892	43,586	50,280	Library	Library Specialist
280	36,892	43,586	50,280	Library	Library Specialist/Accounts Payable
280	36,892	43,586	50,280	Library	Library Specialist/Cataloger
290	38,367	45,329	52,291	Racquet	Head Tennis Professional
300	39,902	47,142	54,382	Admin/Finance	Accounts Payable Clerk
300	39,902	47,142	54,382	Golf	Assistant Superintendent-Golf
310	41,498	49,028	56,558	Devt Svcs & Public Works (Water)	Billing Coordinator
310	41,498	49,028	56,558	Devt Svcs & Public Works (WWTP)	Operator 1-Sewer
310	41,498	49,028	56,558	Parks & Recreation	Recreation Coordinator
320	43,158	50,989	58,820	Admin/Finance	Community Relations Coordinator
320	43,158	50,989	58,820	Devt Svcs & Public Works (Water)	Assistant Well Operator
320	43,158	50,989	58,820	Devt Svcs & Public Works (Streets)	Equipment Operator
320	43,158	50,989	58,820	Golf	Food & Beverage Manager
320	43,158	50,989	58,820	Golf	Head Mechanic-Golf
320	43,158	50,989	58,820	Library	Librarian I
330	44,884	53,029	61,173	Devt Svcs & Public Works (Admin)	Administrative Assistant (Devt Svcs & Public Works)
330	44,884	53,029	61,173	Fire	Administrative Assistant (Fire)
330	44,884	53,029	61,173	HR	Administrative Assistant (HR)
330	44,884	53,029	61,173	Police	Administrative Assistant (Police)
330	44,884	53,029	61,173	Admin/Finance	Administrative Assistant (Finance)
340	46,680	55,150	63,620	Building Services	Permit/License Clerk
340	46,680	55,150	63,620	Court	Magistrate
340	46,680	55,150	63,620	Devt Svcs & Public Works (WWTP)	Operator 2-Sewer

350	48,547	57,356	66,165	Golf	Membership Accountant
350	48,547	57,356	66,165	Library	Sr Librarian/Adult Fiction
370	52,508	62,036	71,564	Admin/Finance	Executive Assistant
370	52,508	62,036	71,564	Admin/Finance	Financial Analyst
370	52,508	62,036	71,564	Building Services	Plans Examiner - VACANT
370	52,508	62,036	71,564	Dev't Svcs & Public Works (Streets)	Crew Supervisor-Landscape
370	52,508	62,036	71,564	Dev't Svcs & Public Works (Streets)	Crew Supervisor-Streets
370	52,508	62,036	71,564	Dev't Svcs & Public Works (Water)	Crew Supervisor-Water
370	52,508	62,036	71,564	Dev't Svcs & Public Works (Water)	Well Operator
370	52,508	62,036	71,564	Dev't Svcs & Public Works (WWTP)	Operator 3-Sewer
370	52,508	62,036	71,564	IT	IT Specialist
370	52,508	62,036	71,564	Library	Sr Librarian/Technology
370	52,508	62,036	71,564	Parks & Recreation	Operations Supervisor (Parks)
370	52,508	62,036	71,564	Parks & Recreation	Park Supervisor
370	52,508	62,036	71,564	Racquet	Racquet Club Supervisor
380	54,609	64,517	74,426	Building Services	Building Inspector
380	54,609	64,517	74,426	Dev't Svcs & Public Works (Admin)	Manager-Building Maintenance
380	54,609	64,517	74,426	Dev't Svcs & Public Works (Water)	Supervisor-Customer Service Reps
380	54,609	64,517	74,426	Golf	Head Golf Professional
380	54,609	64,517	74,426	HR	Payroll & Benefits Analyst
380	54,609	64,517	74,426	Dev't Svcs & Public Works (Water)	Zoning Compliance Inspector
390	56,793	67,098	77,403	Police	Communications and Records Manager
400	59,065	69,782	80,499	Admin/Finance	Staff Accountant
400	59,065	69,782	80,499	Admin/Finance	Tax Accountant
400	59,065	69,782	80,499	Library	Library Supervisor/Adult
400	59,065	69,782	80,499	Library	Library Supervisor/Children
400	56,793	67,098	77,403	Dev't Svcs & Public Works (Water)	Manager-Customer Service and Billing
410	61,427	72,573	83,719	Dev't Svcs & Public Works (Water)	Field Manager-Water
410	61,427	72,573	83,719	Dev't Svcs & Public Works (WWTP)	Plant Supervisor-Sewer
420	63,885	75,476	87,068	Court	Court Clerk
440	69,097	81,635	94,173	Dev't Svcs & Public Works (Admin)	GIS Director - VACANT
440	69,097	81,635	94,173	Parks & Recreation	Assistant Director-Parks & Recreation
460	74,736	88,297	101,857	Dev't Svcs & Public Works (Admin)	Manager-Streets Landscape & Maintenance
460	74,736	88,297	101,857	Dev't Svcs & Public Works (Admin)	Manager-Water & Sewer - VACANT
470	77,725	91,828	105,932	Admin/Finance	City Clerk - VACANT
470	77,725	91,828	105,932	Building Services	Building Official
470	77,725	91,828	105,932	Building Services	Planning & Zoning Administrator
470	77,725	91,828	105,932	Golf	Superintendent-Golf
480	80,834	95,502	110,169	Admin/Finance	Communication & Branding Manager
490	84,068	99,322	114,576	Admin/Finance	Economic Development Director
490	84,068	99,322	114,576	Admin/Finance	Manager-Accounting - VACANT
500	87,430	103,294	119,159	Golf	General Manager-Ballantrae
500	87,430	103,294	119,159	IT	IT Manager
500	87,430	103,294	119,159	Library	Director-Library
500	87,430	103,294	119,159	Racquet	Director-Racquet
510	90,928	107,426	123,925	Parks & Recreation	Director-Parks & Recreation - VACANT

510	90,928	107,426	123,925	Devt Svcs & Public Works (Admin)	City Engineer
520	94,565	111,723	128,882	Admin/Finance	City Clerk/Treasurer
540	102,281	120,840	139,399	Admin/Finance	Director-Finance
560	110,627	130,700	150,774	Admin/Finance	Director-Finance/Treasurer
560	110,627	130,700	150,774	HR	Director-Human Resources
570	115,052	135,928	156,805	Devt Svcs & Public Works (Admin)	Director-Development Services & Public Works
570	115,052	135,928	156,805	Fire	Fire Chief
570	115,052	135,928	156,805	Police	Police Chief

PROPOSED JOB TABLE 02.2022

2022 Proposed	Grade	Pelham Job Title (Market Summaries)	Department	January 2022	January 2022	2022	2022
				CURRENT Min	CURRENT Max	PROPOSED Scale Min	PROPOSED Scale Max
	220	Receptionist I	Admin/Finance	\$ 31,217	\$ 43,479	\$ 29,156	\$ 39,737
	300	Accounts Payable Clerk	Admin/Finance	\$ 44,595	\$ 62,113	\$ 39,902	\$ 54,382
	320	Community Relations Coordinator	Admin/Finance	\$ 41,251	\$ 57,454	\$ 43,158	\$ 58,820
	370	Executive Assistant	Admin/Finance	\$ 49,612	\$ 69,100	\$ 52,508	\$ 71,564
	400	Tax Accountant	Admin/Finance	\$ 59,089	\$ 80,532	\$ 59,065	\$ 80,499
	400	Staff Accountant	Admin/Finance	\$ 59,089	\$ 80,532	\$ 59,065	\$ 80,499
	470	City Clerk	Admin/Finance	\$ -	\$ -	\$ 77,725	\$ 105,932
	480	Communication & Branding Manager	Admin/Finance	\$ 84,162	\$ 106,614	\$ 80,834	\$ 110,169
	490	Economic Development Director	Admin/Finance	\$ 85,846	\$ 112,009	\$ 84,068	\$ 114,576
	490	Manager-Accounting	Admin/Finance	\$ 85,846	\$ 112,009	\$ 84,068	\$ 114,576
	520	City Clerk/Treasurer	Admin/Finance	\$ 96,994	\$ 130,352	\$ 94,565	\$ 128,882
	540	Director-Finance	Admin/Finance	\$ 122,395	\$ 141,889	\$ 102,281	\$ 139,399
	560	Director-Finance/Treasurer	Admin/Finance			\$ 110,627	\$ 150,774
	340	Permit/License Clerk	Building Services	\$ 41,643	\$ 62,432	\$ 46,680	\$ 63,620
	370	Plans Examiner	Building Services	\$ 59,089	\$ 80,532	\$ 52,508	\$ 71,564
	380	Building Inspector	Building Services	\$ 52,437	\$ 73,035	\$ 54,609	\$ 74,426
	470	Building Official	Building Services	\$ 83,201	\$ 105,397	\$ 77,725	\$ 105,932
	340	Magistrate	Court	\$ 43,703	\$ 60,870	\$ 46,680	\$ 63,620
	420	Court Clerk	Court	\$ 60,203	\$ 83,852	\$ 63,885	\$ 87,068
	330	Administrative Assistant (Devt Svcs & Public Works)	Devt Svcs & Public Works (Admin)	\$ 44,595	\$ 62,113	\$ 44,884	\$ 61,173
	380	Manager-Building Maintenance	Devt Svcs & Public Works (Admin)	\$ 55,623	\$ 72,575	\$ 54,609	\$ 74,426
	440	GIS Director	Devt Svcs & Public Works (Admin)	\$ 74,697	\$ 104,039	\$ 69,097	\$ 94,173
	460	Manager-Streets Landscape & Maintenance	Devt Svcs & Public Works (Admin)	\$ 72,164	\$ 98,352	\$ 74,736	\$ 101,857
	470	Planning and Zoning Administrator	Devt Svcs & Public Works (Admin)	\$ 74,697	\$ 104,039	\$ 77,725	\$ 105,932
	510	City Engineer	Devt Svcs & Public Works (Admin)	\$ 85,287	\$ 116,237	\$ 90,928	\$ 123,925
	570	Director-Development Services & Public Works	Devt Svcs & Public Works (Admin)	\$ 122,395	\$ 141,889	\$ 115,052	\$ 156,805
	250	Street Maintenance Technician I	Devt Svcs & Public Works (Streets)	\$ 31,774	\$ 43,305	\$ 32,797	\$ 44,698
	250	Grounds Maintenance Technician	Devt Svcs & Public Works (Streets)	\$ 31,774	\$ 43,305	\$ 32,797	\$ 44,698
	250	Maintenance Technician	Devt Svcs & Public Works (Streets)	\$ 31,774	\$ 43,305	\$ 32,797	\$ 44,698
	270	Maintenance Technician Lead	Devt Svcs & Public Works (Streets)	\$ 33,446	\$ 46,585	\$ 35,473	\$ 48,346
	270	Street Maintenance Technician II	Devt Svcs & Public Works (Streets)	\$ 33,446	\$ 46,585	\$ 35,473	\$ 48,346
	320	Equipment Operator	Devt Svcs & Public Works (Streets)	\$ 39,021	\$ 54,349	\$ 43,158	\$ 58,820
	370	Crew Supervisor-Landscape	Devt Svcs & Public Works (Streets)	\$ 50,170	\$ 68,376	\$ 52,508	\$ 71,564
	370	Crew Supervisor-Streets	Devt Svcs & Public Works (Streets)	\$ 50,170	\$ 68,376	\$ 52,508	\$ 71,564
	250	Meter Reader	Devt Svcs & Public Works (Water)	\$ 33,446	\$ 46,585	\$ 32,797	\$ 44,698
	250	Water Technician I	Devt Svcs & Public Works (Water)	\$ 31,774	\$ 43,305	\$ 32,797	\$ 44,698
	270	Water Technician II	Devt Svcs & Public Works (Water)	\$ 37,906	\$ 51,662	\$ 35,473	\$ 48,346
	280	CSR/Assistant Billing Specialist	Devt Svcs & Public Works (Water)	\$ 34,227	\$ 46,648	\$ 36,892	\$ 50,280
	280	Customer Service Representative	Devt Svcs & Public Works (Water)	\$ 34,227	\$ 46,648	\$ 36,892	\$ 50,280
	310	Billing Coordinator	Devt Svcs & Public Works (Water)	\$ 42,613	\$ 55,601	\$ 41,498	\$ 56,558
	320	Assistant Well Operator	Devt Svcs & Public Works (Water)	\$ 39,386	\$ 53,680	\$ 43,158	\$ 58,820
	370	Well Operator	Devt Svcs & Public Works (Water)	\$ 43,106	\$ 60,038	\$ 52,508	\$ 71,564
	370	Crew Supervisor-Water	Devt Svcs & Public Works (Water)	\$ 47,851	\$ 62,434	\$ 52,508	\$ 71,564
	380	Supervisor-Customer Service Reps	Devt Svcs & Public Works (Water)	\$ 47,851	\$ 62,434	\$ 54,609	\$ 74,426
	410	Field Manager-Water	Devt Svcs & Public Works (Water)	\$ 58,153	\$ 77,551	\$ 61,427	\$ 83,719
	460	Manager-Water & Sewer	Devt Svcs & Public Works (Water)	\$ 72,164	\$ 98,352	\$ 74,736	\$ 101,857
	310	Operator 1-Sewer	Devt Svcs & Public Works (WWTP)	\$ 41,251	\$ 56,220	\$ 41,498	\$ 56,558
	340	Operator 2-Sewer	Devt Svcs & Public Works (WWTP)	\$ 43,480	\$ 59,259	\$ 46,680	\$ 63,620
	370	Operator 3-Sewer	Devt Svcs & Public Works (WWTP)	\$ 51,284	\$ 69,895	\$ 52,508	\$ 71,564
	410	Plant Supervisor-Sewer	Devt Svcs & Public Works (WWTP)	\$ 55,744	\$ 75,973	\$ 61,427	\$ 83,719
	330	Administrative Assistant (Fire)	Fire	\$ 44,595	\$ 62,113	\$ 44,884	\$ 61,173
	570	Chief-Fire	Fire	\$ 122,395	\$ 141,889	\$ 115,052	\$ 156,805
	210	Assistant Golf Professional	Golf	\$ 28,987	\$ 37,821	\$ 28,035	\$ 38,208
	250	Greenskeeper I Tech	Golf	\$ 31,774	\$ 43,305	\$ 32,797	\$ 44,698
	260	Receptionist II (Golf)	Golf	\$ 34,227	\$ 43,479	\$ 34,108	\$ 46,486
	270	Greenskeeper Sr Tech	Golf	\$ 33,446	\$ 46,585	\$ 35,473	\$ 48,346
	300	Assistant Superintendent-Golf	Golf	\$ 40,033	\$ 52,234	\$ 39,902	\$ 54,382
	320	Head Mechanic-Golf	Golf	\$ 42,471	\$ 57,884	\$ 43,158	\$ 58,820
	320	Food & Beverage Manager	Golf	\$ 33,446	\$ 45,584	\$ 43,158	\$ 58,820

350	Membership Accountant	Golf	\$ 47,940	\$ 63,930	\$ 48,547	\$ 66,165
380	Head Golf Professional	Golf	\$ 55,744	\$ 72,733	\$ 54,609	\$ 74,426
470	Superintendent-Golf	Golf	\$ 78,041	\$ 101,826	\$ 77,725	\$ 105,932
500	General Manager-Ballantrae	Golf	\$ 90,751	\$ 118,410	\$ 87,430	\$ 119,159
330	Administrative Assistant (HR)	HR	\$ 44,595	\$ 62,113	\$ 44,884	\$ 61,173
380	Payroll & Benefits Analyst	HR	\$ 52,399	\$ 69,877	\$ 54,609	\$ 74,426
560	Director-Human Resources	HR	\$ 88,856	\$ 115,937	\$ 110,627	\$ 150,774
370	It Specialist	IT	\$ 52,399	\$ 69,877	\$ 52,508	\$ 71,564
500	It Manager	IT	\$ 70,237	\$ 91,644	\$ 87,430	\$ 119,159
220	Library Assistant	Library	\$ 31,050	\$ 43,248	\$ 29,156	\$ 39,737
280	Library Specialist	Library	\$ 41,251	\$ 57,454	\$ 36,892	\$ 50,280
280	Library Specialist/Accounts Payable	Library	\$ 41,251	\$ 57,454	\$ 36,892	\$ 50,280
280	Library Specialist/Cataloger	Library	\$ 41,251	\$ 57,454	\$ 36,892	\$ 50,280
320	Librarian I	Library	\$ 37,348	\$ 52,019	\$ 43,158	\$ 58,820
350	Sr Librarian/Adult Fiction	Library	\$ 49,612	\$ 64,733	\$ 48,547	\$ 66,165
370	Sr Librarian/Technology	Library	\$ 49,612	\$ 64,733	\$ 52,508	\$ 71,564
400	Library Supervisor/Adult	Library	\$ 55,186	\$ 72,006	\$ 59,065	\$ 80,499
400	Library Supervisor/Children	Library	\$ 55,186	\$ 72,006	\$ 59,065	\$ 80,499
500	Director-Library	Library	\$ 90,305	\$ 117,828	\$ 87,430	\$ 119,159
270	Park Associate Tech (P&R)	Parks & Recreation	\$ 33,446	\$ 52,024	\$ 35,473	\$ 48,346
270	Park Associate Tech (P&R)	Parks & Recreation	\$ 31,774	\$ 43,305	\$ 35,473	\$ 48,346
310	Recreation Coordinator	Parks & Recreation	\$ 34,227	\$ 46,648	\$ 41,498	\$ 56,558
370	Operations Supervisor (Parks)	Parks & Recreation	\$ 41,250	\$ 57,454	\$ 52,508	\$ 71,564
370	Park Supervisor	Parks & Recreation	\$ 50,170	\$ 68,376	\$ 52,508	\$ 71,564
440	Assistant Director-Parks & Recreation	Parks & Recreation	\$ 64,832	\$ 86,457	\$ 69,097	\$ 94,173
510	Director-Parks & Recreation	Parks & Recreation	\$ 91,930	\$ 119,947	\$ 90,928	\$ 123,925
260	Records Clerk (Police)	Police	\$ 37,906	\$ 52,796	\$ 34,108	\$ 46,486
330	Administrative Assistant (Police)	Police	\$ 44,595	\$ 62,113	\$ 44,884	\$ 61,173
390	Communications and Records Manager	Police	\$ 57,104	\$ 77,827	\$ 56,793	\$ 77,403
570	Chief of Police	Police	\$ 122,395	\$ 141,889	\$ 115,052	\$ 156,805
110	Assistant Tennis Professional	Racquet	\$ 13,379	\$ 17,456	\$ 18,939	\$ 25,812
270	Park Associate Tech (Racquet)	Racquet	\$ 31,774	\$ 43,305	\$ 35,473	\$ 48,346
260	Receptionist II (Racquet)	Racquet	\$ 39,021	\$ 50,913	\$ 34,108	\$ 46,486
290	Head Tennis Professional	Racquet	\$ 39,021	\$ 50,913	\$ 38,367	\$ 52,291
370	Racquet Club Supervisor	Racquet	\$ 50,170	\$ 68,376	\$ 52,508	\$ 71,564
500	Director-Racquet	Racquet	\$ 90,751	\$ 118,410	\$ 87,430	\$ 119,159

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	2022 PROPOSED PAY GRADES AND RANGES															
2	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Spread	1st Step	Midpoint	Max Step	Steps
3	110	18,939.21	19,602.08	20,288.15	20,998.24	21,733.18	22,493.84	23,281.12	24,095.96	24,939.32	25,812.20	36%	18,939.21	22,375.71	25,812.20	10
4	120	19,696.78	20,386.17	21,099.69	21,838.18	22,602.52	23,393.61	24,212.39	25,059.82	25,936.91	26,844.70	36%	19,696.78	23,270.74	26,844.70	10
5	130	20,484.66	21,201.62	21,943.68	22,711.71	23,506.62	24,329.35	25,180.88	26,062.21	26,974.39	27,918.49	36%	20,484.66	24,201.58	27,918.49	10
6	140	21,304.04	22,049.68	22,821.42	23,620.17	24,446.88	25,302.52	26,188.11	27,104.69	28,035.35	29,035.22	36%	21,304.04	25,169.63	29,035.22	10
7	150	22,156.20	22,931.67	23,734.28	24,564.98	25,424.88	26,314.62	27,235.63	28,188.88	29,175.49	30,196.63	36%	22,156.20	26,176.42	30,196.63	10
8	160	23,042.45	23,848.94	24,683.65	25,547.58	26,441.75	27,367.21	28,325.06	29,316.44	30,342.52	31,404.51	36%	23,042.45	27,223.48	31,404.51	10
9	170	23,964.15	24,802.90	25,671.00	26,569.49	27,499.42	28,461.90	29,458.07	30,489.10	31,556.22	32,660.69	36%	23,964.15	28,312.42	32,660.69	10
10	180	24,922.72	25,795.82	26,697.85	27,632.27	28,599.40	29,600.38	30,636.39	31,708.66	32,818.46	33,967.11	36%	24,922.72	29,444.92	33,967.11	10
11	190	25,919.63	26,826.82	27,765.76	28,737.56	29,743.37	30,784.39	31,861.84	32,971.00	34,131.20	35,325.79	36%	25,919.63	30,622.71	35,325.79	10
12	200	26,956.41	27,899.88	28,876.38	29,887.05	30,933.10	32,015.76	33,136.31	34,296.08	35,496.44	36,738.82	36%	26,956.41	31,847.62	36,738.82	10
13	210	28,034.67	29,015.88	30,031.44	31,082.54	32,170.43	33,296.40	34,461.77	35,667.93	36,916.31	38,208.38	36%	28,034.67	33,121.53	38,208.38	10
14	220	29,156.05	30,176.51	31,232.69	32,325.83	33,457.23	34,628.23	35,840.22	37,094.63	38,392.94	39,736.69	36%	29,156.05	34,446.37	39,736.69	10
15	230	30,322.30	31,383.58	32,482.01	33,618.88	34,795.54	36,013.38	37,273.85	38,578.43	39,928.68	41,326.18	36%	30,322.30	35,824.24	41,326.18	10
16	240	31,535.19	32,638.92	33,781.28	34,963.62	36,187.35	37,453.91	38,764.80	40,121.57	41,525.82	42,979.22	36%	31,535.19	37,257.21	42,979.22	10
17	250	32,796.59	33,944.47	35,132.53	36,362.17	37,634.85	38,952.07	40,315.39	41,726.43	43,186.86	44,698.40	36%	32,796.59	38,747.50	44,698.40	10
18	260	34,108.46	35,302.26	36,537.84	37,816.66	39,140.24	40,510.15	41,928.01	43,395.49	44,914.33	46,486.33	36%	34,108.46	40,297.40	46,486.33	10
19	270	35,472.80	36,714.35	37,999.35	39,329.33	40,705.86	42,130.57	43,605.14	45,131.32	46,710.92	48,345.80	36%	35,472.80	41,909.30	48,345.80	10
20	280	36,891.71	38,182.92	39,519.32	40,902.50	42,334.09	43,815.78	45,349.33	46,936.56	48,579.34	50,279.62	36%	36,891.71	43,585.67	50,279.62	10
21	290	38,367.38	39,710.24	41,100.10	42,538.60	44,027.45	45,568.41	47,163.30	48,814.02	50,522.51	52,290.80	36%	38,367.38	45,329.09	52,290.80	10
22	300	39,902.07	41,298.64	42,744.09	44,240.13	45,788.53	47,391.13	49,049.82	50,766.56	52,545.34	54,382.41	36%	39,902.07	47,142.24	54,382.41	10
23	310	41,498.15	42,950.59	44,453.86	46,009.75	47,620.09	49,286.79	51,011.83	52,797.24	54,645.14	56,557.72	36%	41,498.15	49,027.94	56,557.72	10
24	320	43,158.08	44,668.61	46,232.01	47,850.13	49,524.88	51,258.25	53,052.29	54,909.12	56,830.94	58,820.02	36%	43,158.08	50,989.05	58,820.02	10
25	330	44,884.40	46,455.35	48,081.29	49,764.14	51,505.88	53,308.59	55,174.39	57,105.49	59,104.18	61,172.83	36%	44,884.40	53,028.62	61,172.83	10
26	340	46,679.78	48,313.57	50,004.54	51,754.70	53,566.11	55,440.92	57,381.35	59,389.70	61,468.34	63,619.73	36%	46,679.78	55,149.76	63,619.73	10
27	350	48,546.97	50,246.11	52,004.72	53,824.89	55,708.76	57,658.57	59,676.62	61,765.30	63,927.09	66,164.54	36%	48,546.97	57,355.76	66,164.54	10
28	360	50,488.85	52,255.96	54,084.92	55,977.89	57,937.12	59,964.92	62,063.69	64,235.92	66,484.18	68,811.13	36%	50,488.85	59,649.99	68,811.13	10
29	370	52,508.40	54,346.19	56,248.31	58,217.00	60,254.60	62,363.51	64,546.23	66,805.35	69,143.54	71,563.56	36%	52,508.40	62,035.98	71,563.56	10
30	380	54,608.74	56,520.05	58,498.25	60,545.69	62,664.79	64,858.06	67,128.09	69,477.57	71,909.28	74,426.10	36%	54,608.74	64,517.42	74,426.10	10
31	390	56,793.09	58,780.85	60,838.18	62,967.52	65,171.38	67,452.38	69,813.21	72,256.67	74,785.65	77,403.15	36%	56,793.09	67,098.12	77,403.15	10
32	400	59,064.81	61,132.08	63,271.70	65,486.21	67,778.23	70,150.47	72,605.74	75,146.94	77,777.08	80,499.28	36%	59,064.81	69,782.05	80,499.28	10
33	410	61,427.41	63,577.37	65,802.58	68,105.67	70,489.37	72,956.50	75,509.98	78,152.83	80,888.18	83,719.27	36%	61,427.41	72,573.34	83,719.27	10
34	420	63,884.50	66,120.46	68,434.68	70,829.89	73,308.94	75,874.75	78,530.37	81,278.93	84,123.69	87,068.02	36%	63,884.50	75,476.26	87,068.02	10
35	430	66,439.88	68,765.28	71,172.06	73,663.08	76,241.29	78,909.74	81,671.58	84,530.09	87,488.64	90,550.74	36%	66,439.88	78,495.31	90,550.74	10
36	440	69,097.48	71,515.89	74,018.95	76,609.61	79,290.95	82,066.13	84,938.44	87,911.29	90,988.19	94,172.78	36%	69,097.48	81,635.13	94,172.78	10
37	450	71,861.38	74,376.53	76,979.71	79,674.00	82,462.59	85,348.78	88,335.99	91,427.75	94,627.72	97,939.69	36%	71,861.38	84,900.54	97,939.69	10
38	460	74,735.83	77,351.58	80,058.89	82,860.95	85,761.08	88,762.72	91,869.42	95,084.85	98,412.82	101,857.27	36%	74,735.83	88,296.55	101,857.27	10
39	470	77,725.27	80,445.65	83,261.25	86,175.39	89,191.53	92,313.23	95,544.19	98,888.24	102,349.33	105,931.56	36%	77,725.27	91,828.42	105,931.56	10
40	480	80,834.28	83,663.48	86,591.70	89,622.41	92,759.19	96,005.76	99,365.96	102,843.77	106,443.30	110,168.82	36%	80,834.28	95,501.55	110,168.82	10
41	490	84,067.65	87,010.02	90,055.37	93,207.31	96,469.57	99,846.00	103,340.61	106,957.53	110,701.04	114,575.58	36%	84,067.65	99,321.62	114,575.58	10
42	500	87,430.35	90,490.41	93,657.57	96,935.58	100,328.33	103,839.82	107,474.21	111,235.81	115,129.06	119,158.58	36%	87,430.35	103,294.47	119,158.58	10
43	510	90,927.57	94,110.03	97,403.88	100,813.02	104,341.48	107,993.43	111,773.20	115,685.26	119,734.24	123,924.94	36%	90,927.57	107,426.26	123,924.94	10
44	520	94,564.67	97,874.43	101,300.04	104,845.54	108,515.13	112,313.16	116,244.12	120,312.66	124,523.60	128,881.93	36%	94,564.67	111,723.30	128,881.93	10
45	530	98,347.26	101,789.41	105,352.04	109,039.36	112,855.74	116,805.69	120,893.89	125,125.18	129,504.56	134,037.22	36%	98,347.26	116,192.24	134,037.22	10
46	540	102,281.15	105,860.99	109,566.12	113,400.93	117,369.96	121,477.91	125,729.64	130,130.18	134,684.74	139,398.71	36%	102,281.15	120,839.93	139,398.71	10
47	550	106,372.39	110,095.42	113,948.76	117,936.97	122,064.76	126,337.03	130,758.83	135,335.39	140,072.13	144,974.65	36%	106,372.39	125,673.52	144,974.65	10
48	560	110,627.29	114,499.25	118,506.72	122,654.46	126,947.37	131,390.53	135,989.20	140,748.82	145,675.03	150,773.66	36%	110,627.29	130,700.48	150,773.66	10
49	570	115,052.38	119,079.21	123,246.98	127,560.62	132,025.24	136,646.12	141,428.73	146,378.74	151,502.00	156,804.57	36%	115,052.38	135,928.48	156,804.57	10
50	580	119,654.48	123,842.39	128,176.87	132,663.06	137,306.27	142,111.99	147,085.91	152,233.92	157,562.11	163,076.78	36%	119,654.48	141,365.63	163,076.78	10
51	590	124,440.65	128,796.07	133,303.93	137,969.57	142,798.50	147,796.45	152,969.33	158,323.26	163,864.57	169,599.83	36%	124,440.65	147,020.24	169,599.83	10
52	600	129,418.28	133,947.92	138,636.10	143,488.36	148,510.45	153,708.32	159,088.11	164,656.19	170,419.16	176,383.83	36%	129,418.28	152,901.06	176,383.83	10
53	610	134,595.01	139,305.84	144,181.54	149,227.89	154,450.87	159,856.65	165,451.63	171,242.44	177,235.93	183,439.19	36%	134,595.01	159,017.10	183,439.19	10
54	620	139,978.81	144,878.07	149,948.80	155,197.01	160,628.91	166,250.92	172,069.70	178,092.14	184,325.36	190,776.75	36%	139,978.81	165,377.78	190,776.75	10
55	630	145,577.97	150,673.20	155,946.76	161,404.90	167,054.07	172,906.99	178,952.49	185,215.83	191,698.38	198,407.82	36%	145,577.97	171,992.90	198,407.82	10
56	640	151,401.08	156,700.12	162,184.62	167,861.08	173,736.22	179,816.96	186,110.58	192,624.45	199,366.31	206,344.13	36%	151,401.08	178,872.61	206,344.13	10
57	650	157,457.13	162,968.13	168,672.01	174,575.53	180,685.67	187,009.67	193,555.01	200,329.44	207,340.97	214,597.90	36%	157,45			



MEMORANDUM

To: Andre' Bittas

Cc: Chris Cousins

From: Andrew Golden

Date: February 28, 2022

Subject: FY23 Paving
Munis Acct No. 1005030-550199
Project No. 5322004

Attached is the proposed list of streets identified for resurfacing under the 2023 Annual Paving. This work was budgeted in the amount of \$500,000 under the General Fund Capital Projects. The attached list is subject to change due to the volatility of the current market. Once bids have been received, a scope change may be necessary to keep the work within the allotted budget. I am requesting that this be placed on the Council work session agenda for discussion.

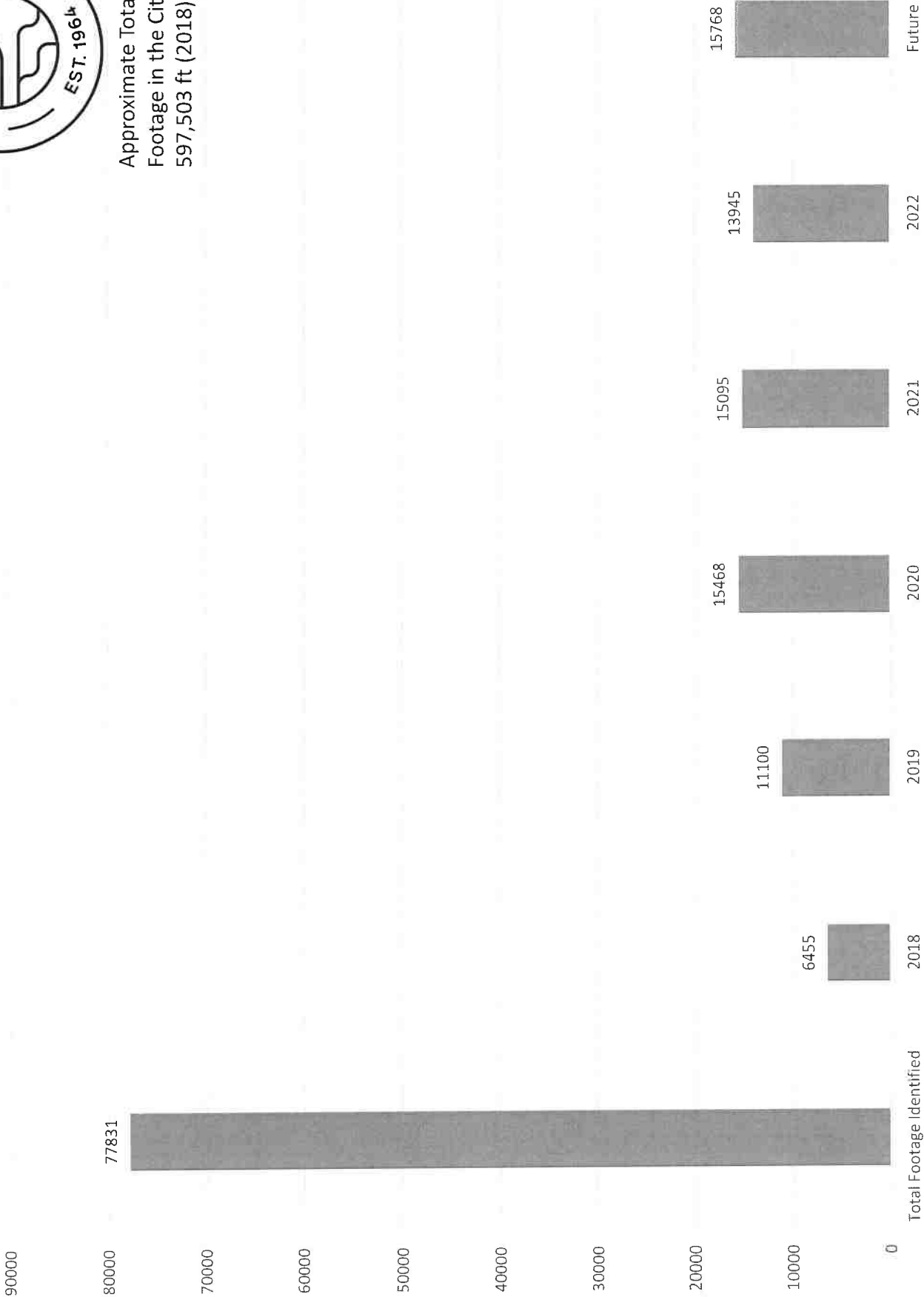
City of Pelham 2022 City Wide Resurfacing

- \$500,000 FY 22 Budget
 - Streets were selected from Pelham's 5 Year Paving Plan using evaluations on condition, usage, and street ratings.
- Streets
 - FY 22 Budget:
 - Oak Forest Subdivision
 - Oak Forest Drive
 - Oak Forest Trail
 - Oak Forest Way
 - Whitetail Run
 - Grey Oaks Court
 - High Crest Road
 - High Hampton
 - High Hampton Drive
 - High Hampton Lane
 - Elizabeth Drive
 - Havenview Drive
 - Plan to Advertise: March 2022
 - Plan to Bid: April 2022
 - Estimated Construction: May – September 2022

City of Pelham Summary
2018-2022
Linear Feet



Approximate Total Street
Footage in the City:
597,503 ft (2018)



Pelham Resurfacing 2022

\$500,000 2022 Budget			
Milling, 1-3"		\$3	SY
Wearing 165 lb/sy		\$110	TON

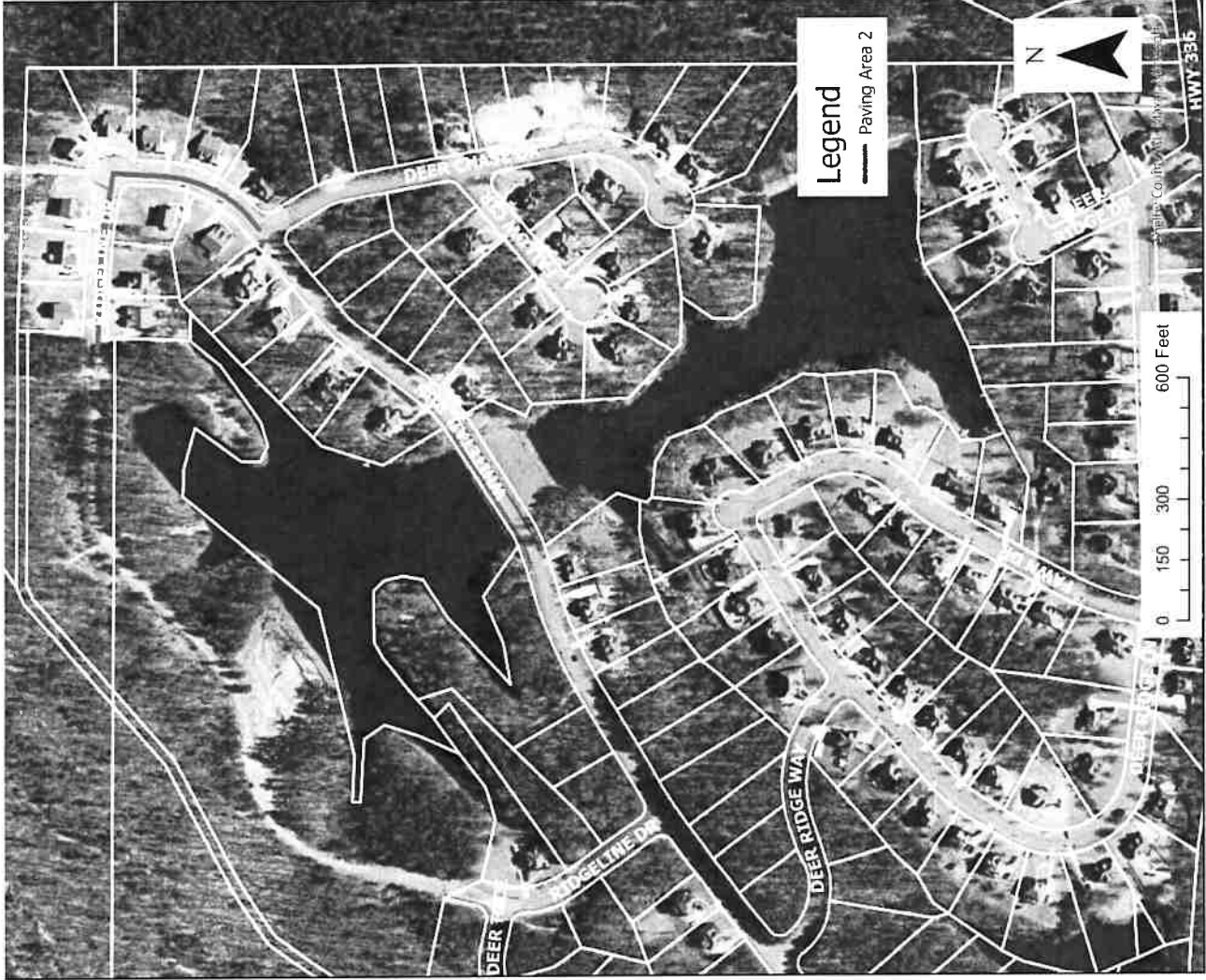
		SY	Milling \$	TONS	Paving \$	Length
1	Oak Forest Drive	4398	\$13,194.00	363	\$39,911.85	1564'
	Oak Forest Trail	2272	\$6,816.00	187	\$20,618.40	716'
	Oak Forest Way	3177	\$9,531.00	262	\$28,831.28	1105'
2	Whitetail Run	2492	\$7,476.00	206	\$22,614.90	800'
3	Grey Oaks Court	6210	\$18,630.00	512	\$56,355.75	2430'
	Grey Oaks Lane	409	\$1,227.00	34	\$3,711.68	155'
4	High Crest Road	6180	\$18,540.00	510	\$56,083.50	2200'
5	High Hampton Drive	1280	\$3,840.00	106	\$11,616.00	500'
	High Hampton Lane	705	\$2,115.00	58	\$6,397.88	275'
6	Elizabeth Drive	8725	\$26,175.00	720	\$79,179.38	3200'
7	Havenview Drive	1300	\$3,900.00	107	\$11,797.50	500'

Mill Total \$	\$111,444.00	Asphalt Tot \$	\$337,118.10
		Full Depth Patching Allowance	\$50,000.00
		TC \$	\$5,000.00
		Markings \$	\$5,000.00
		TOTAL	\$508,562.10

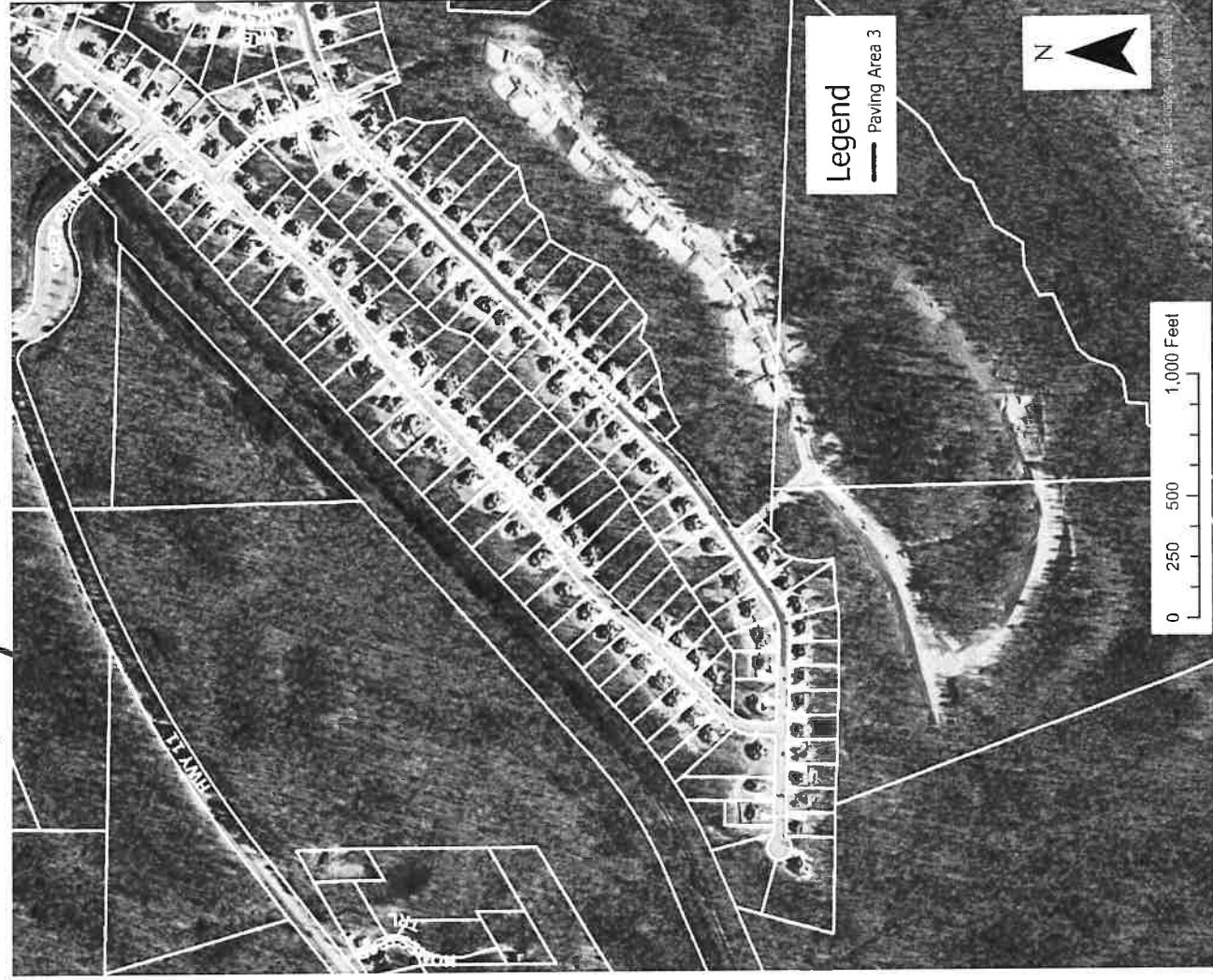
Oak Forest Subdivision



Whitetail Run



Grey Oaks Court



High Crest Road



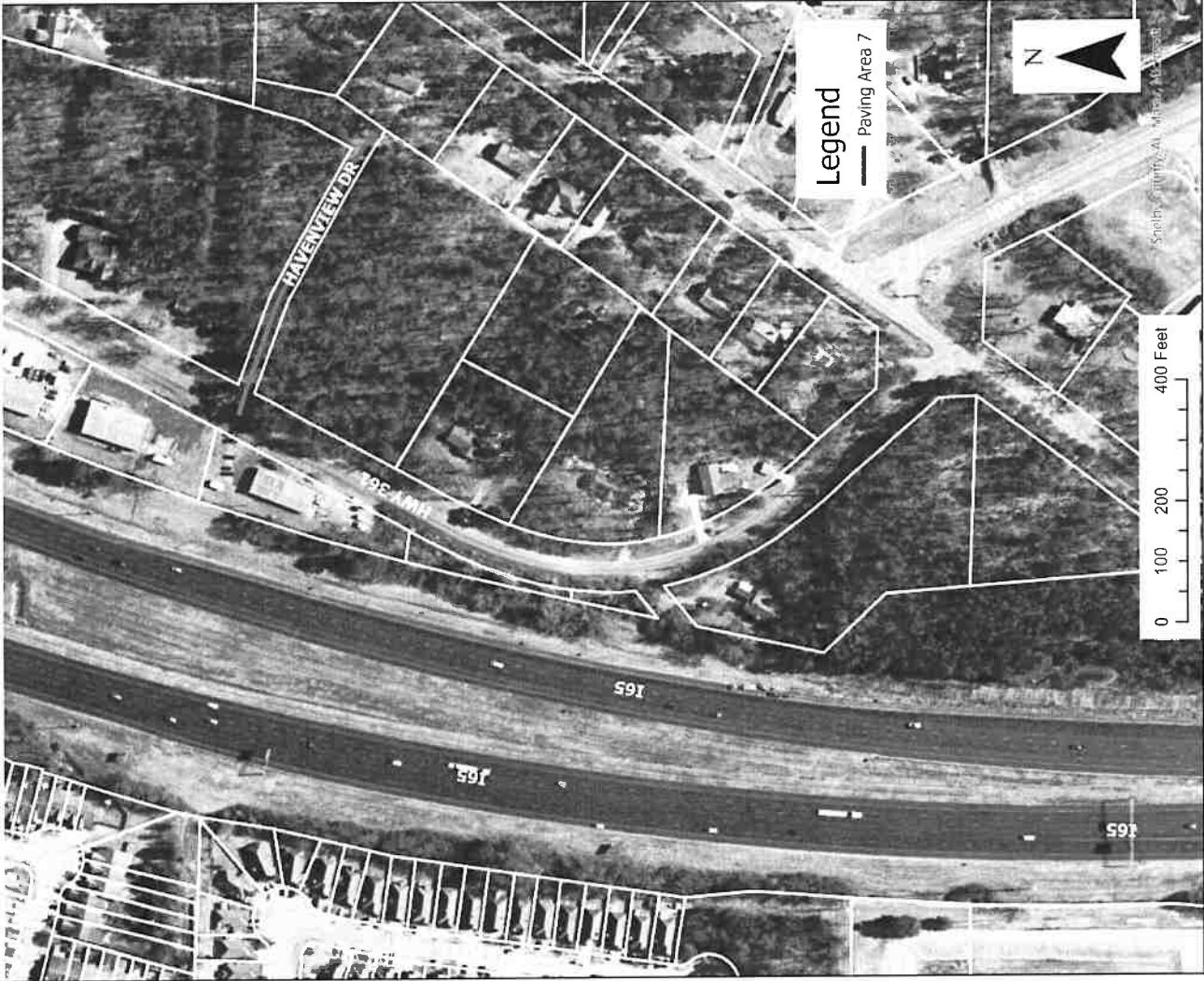
High Hampton



Elizabeth Drive



Havenview Drive



2018 Initial
Resurfacing List

Indian Springs Village

Pelham

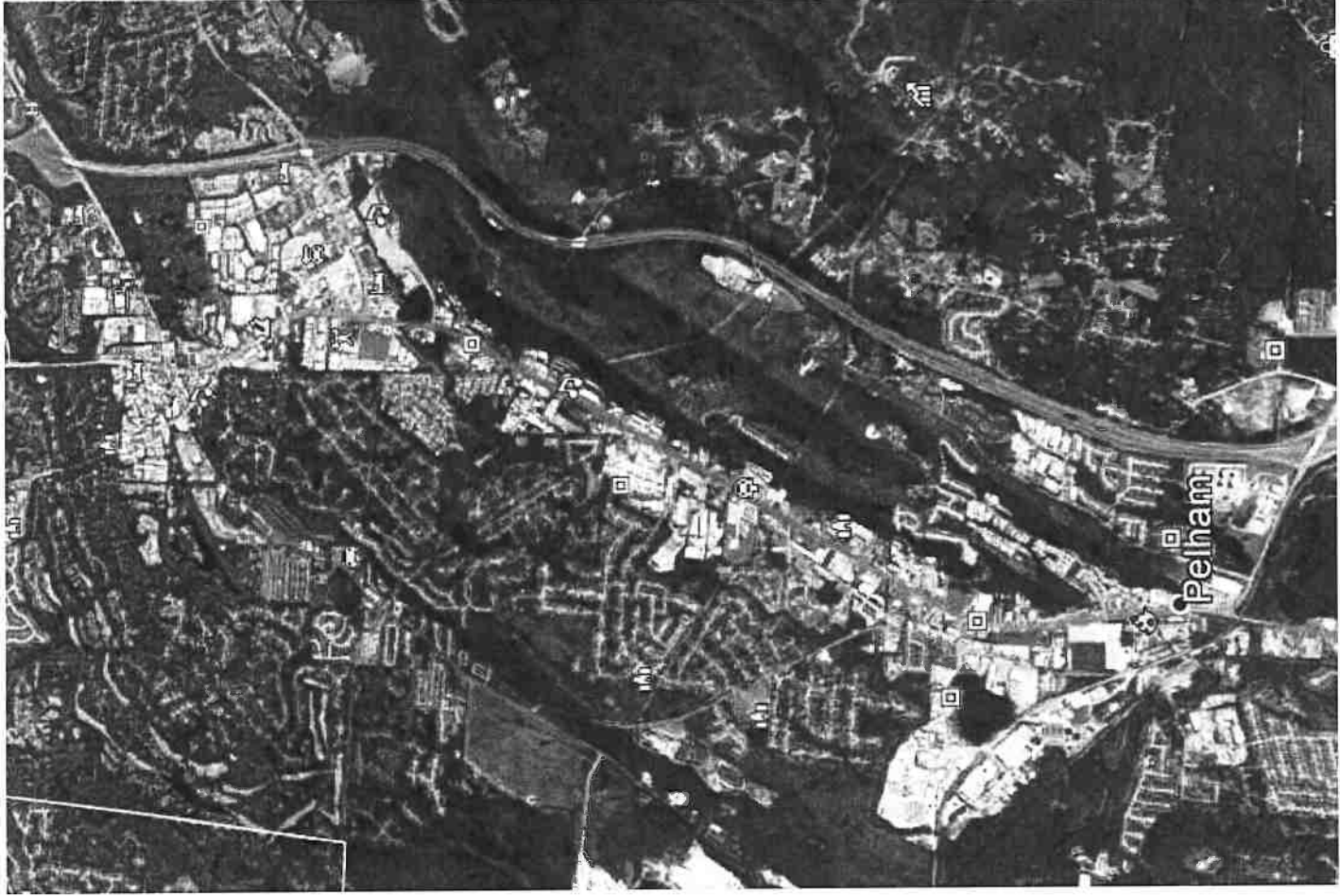
Jeana



2019
Resurfacing



2020 Resurfacing



2021 Resurfacing



2022 Proposed Resurfacing





CITY COUNCIL MEETING AGENDA

Pelham Senior Center

March 7, 2022 – 7:00 p.m.

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

- 1. Approval of the March 7, 2022 City Council Agenda
- 2. Approval of the February 21, 2022 Regular Council Meeting Minutes
- 3. Approval of non-budgeted expenses from restricted fund accounts: None
- 4. **Ordinance No. 276-01** for consideration abolish the Pelham Beautification Board by repealing Ordinance No. 276 in its entirety. **First Reading was on February 21, 2022.**
- 5. **Resolution 2022-03-07-01** for consideration to approve the tax abatement request of Process Equipment, Inc., doing business as ProcessBarron
- 6. **Resolution 2022-03-07-02** for consideration to designate an official voting delegate and alternates for the annual Alabama League of Municipalities annual business meeting

7. **Resolution 2022-03-07-03** for consideration to enter into an agreement with the Shelby County Park and Recreation Authority for site work and project administration for the Racquet Club sidewalk and drainage project
8. **Resolution 2022-03-07-04** for consideration to approve a professional services agreement with Mcleod Architect to provide architectural design services for the restoration of Fire Station No. 2
9. **Resolution 2022-03-07-05** for consideration to approve a public works contract to perform full depth pavement patching and repairs along various sections of Grey Oaks Court

F. Public Hearing(s) – None

G. Mayor's Report/Comments

H. Proclamation(s) and Resolution(s) by the Mayor and Others – None

I. Report of the City Manager

J. Report of the City Attorney

K. Request(s) to Address the Council

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

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

1. **Resolution 2022-03-07-06** for consideration to increase the minimum hourly compensation pay for parttime and/or seasonal employees in the city's unclassified positions
2. **Resolution 2022-03-07-07** for consideration to authorize an increase in the base pay compensation for the Pelham City Manager per the Employment Agreement

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 physical address prior to making their comments in a respectful manner.

O. City Council Comments

P. Public Announcements

1. The Pelham City Council is accepting letters of interest and resumes through Wednesday, March 16, 2022 at 5:00 p.m. from those citizens who would like to be considered for an appointment to the Storm Water Board. Please submit all letters and resumes to Pelham City Clerk/Treasurer Tom Seale at Pelham City or email tom@pelhamalabama.gov prior to the deadline.

2. The Taste of Pelham will be held on March 15, 2022 at the Pelham Civic Complex & Ice Arena.
3. A public hearing will be held on March 21, 2022 at 7:00 p.m. at the Pelham Senior Center to consider **Ordinance No. 135-249** an amendment to the zone district boundaries of the City of Pelham changing the present zoning M-1 (Light Industrial District) to B-2 (General Business District) for property located 2774-2788 Pelham Parkway, Pelham, Alabama 35124.
Applicant: Pelham Commercial Development Authority

Q. Adjournment

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



CITY COUNCIL MEETING MINUTES

Pelham Senior Center
February 21, 2022 – 7:00 p.m.

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: February 21, 2022
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. Councilmember Wash 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 Manager Gretchen DiFante was absent and City Attorney Josh Arnold was in attendance.

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/or non-controversial, are organized apart from the rest of the agenda and are adopted by general consent and vote by the city council without debate. Items may be removed from the consent agenda on the request of any one member. Removed items may be considered 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 February 21, 2022 City Council Agenda
2. Approval of the February 7, 2022, Regular City Council Meeting Minutes
3. Approval of non-budgeted expenses from restricted fund account(s): None
4. **Resolution 2022-02-07-03** for consideration to approve an ABC License application(s) for 050 – Retail Beer (Off Premises Only) and 070 – Retail Table Wine (Off Premises Only) for applicant Mapco Express, Inc. operating under the trade name Mapco 7547 located at 3000 Pelham Parkway, Pelham, Alabama 35124. Resolution 2022-02-07-03 was tabled on February 7, 2022.
5. **Resolution 2022-02-21-01** for consideration to approve a Cooperative District related to the Campus No. 124 development
6. **Resolution 2022-02-21-02** for consideration to approve a Cooperative District related to the Canopy development

7. **Resolution 2022-02-21-03** for consideration to approve a professional services contract with Jackson Renfro and Associates to provide electrical engineering and design services for new lighting at the Pelham Dog Park and southern portion of the existing trail in Pelham City Park
8. **Resolution 2022-02-21-04** for consideration to approve the lowest and most responsive bid as recommended by MW/Davis Dumas & Associates, Inc., the city's engineering consultants, to Eagle Pro, LLC for the replacement of the HVAC equipment at the Pelham Civic Complex & Ice Arena.
9. **Resolution 2022-02-21-05** for consideration to award a public works contract to William's Drywall & Painting for exterior improvements at the Pelham Depot Office located in Pelham City Park
10. **Resolution 2022-02-21-06** for consideration to approve a professional services contract with Jackson Renfro and Associates to provide electrical engineering and design services to replace the current nonfunctional lighting along the Pelham Racquet Club entrance pathway
11. **Resolution 2022-02-21-07** for consideration to approve a proposal from Business Interiors, Inc. for Pelham City Hall for interior renovations (furniture) from the State Bid List
12. **10. Resolution 2022-02-21-08** for consideration to approve a proposal by Studio A Design for the development of a master plan for seven (7) gateways in the City of Pelham along the Highways 119 and 31 corridors
13. **Resolution 2022-02-21-09** for consideration to approve the estimate from 1 Call Contractors (Electrical) for critical emergency electrical repairs at the Pelham Civic Complex & Ice Arena
14. **Resolution 2022-02-21-10** for consideration to expend funds from the city's Emergency Reserve for Facilities Improvements established by Resolution 2021-12-20-16 for critical emergency electrical repairs at the Pelham Civic Complex & Ice Arena and to further amend the FY2022 budget of the Pelham Civic Complex & Ice Arena for said repairs
15. **Resolution 2022-02-21-11** for consideration to approve certain job descriptions and associated pay within the Finance, Public Works, Water and Fire departments previously reviewed and approved by the Pelham Personnel Board
16. **Resolution 2022-02-21-12** for consideration to approve the funding sources for various capital improvement projects within the City of Pelham
17. **Resolution 2022-02-21-13** for consideration to declare as surplus certain item(s) of personal property of the City of Pelham which are no longer needed for public or municipal purposes and sell said personal property "as is and where is" to the Graysville Fire Department
18. **Resolution 2022-02-21-14** for consideration to amend the FY2022 Police Department budget for the purpose of purchasing five Dodge Chargers and emergency equipment

Council President Mercer stated the complete text of each resolution is available at Pelham City Hall and online at www.pelhamalabama.gov.

Councilmember Coram moved to adopt the consent agenda as presented by Council President Mercer. Councilmember Wash seconded the motion.

The motion to adopt the consent agenda passed by voice vote of 4-1 of those members present with Councilmember Palmer dissenting. The council president declared the same passed and adopted.

PUBLIC HEARING(S) – None

MAYOR'S REPORT/COMMENTS

Mayor Waters announced to the city council having appointed Chad Leverett to the unexpired term of Paul Howell on the Pelham Planning Commission.

PROCLAMATION(S) BY THE MAYOR AND OTHERS – None

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. **Ordinance No. 276-01** for consideration abolish the Pelham Beautification Board by repealing Ordinance No. 276 was read in its entirety was introduced by Council President Mercer as a First Reading.

He stated a complete text of Ordinance No. 276-01 is available at Pelham City Hall and online at www.pelhamalabama.gov.

Council President Mercer announced this Ordinance will likely be considered by the city council at a future city council meeting.

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 physical address prior to making their comments in a respectful manner.

Del Vines, 1 Bent Rail Lane, Pelham, Alabama 35124, addressed the city council regarding a zoning issue on Chatham Court and Kelly Drive. He asked the city to review his concerns.

Carlos Gonzalez, Caldwell Mill Road, Birmingham, Alabama 35242, addressed the city council. He stated he is running for district court judge in Shelby County.

COUNCIL COMMENTS

Councilmember Coram stated the 4th grade girls team won the league basketball championship.

Councilmember Palmer thanked our guests for coming tonight. He thanked each of the city employees for working hard for the citizens of Pelham.

Councilmember Wash commended both the Pelham High School boys and girls basketball teams and the wrestling team for successful seasons. He acknowledged Pelham's new Police Department motorcycle unit.

Councilmember Lanier thanked the Leadership Team for following up on questions asked by the city council.

Council President Mercer thanked those in attendance for coming out tonight. He acknowledge Bryce Wanagat for winning the wrestling championship and Noah Schilleci for placing.

PUBLIC ANNOUNCEMENTS

1. The Pelham City Council is accepting letters of interest and resumes through Wednesday, February 23, 2022 at 5:00 p.m. from those citizens who would like to be considered for an appointment to the Pelham Board of Education, Place 4. Please submit all letters and resumes to Pelham City Clerk/Treasurer Tom Seale or email tom@pelhamalabama.gov prior to the deadline.
2. The Pelham City Council is accepting letters of interest and resumes through Wednesday, March 16, 2022 at 5:00 p.m. from those citizens who would like to be considered for an appointment to the Storm Water Board. Please submit all letters and resumes to Pelham City Clerk/Treasurer Tom Seale at Pelham City or email tom@pelhamalabama.gov prior to the deadline.
3. The Taste of Pelham will be held on March 15, 2022 at the Pelham Civic Complex & Ice Arena.

ADJOURNMENT

With no other business before the council, Councilmember Coram moved to adjourn the council meeting and Councilmember Lanier seconded the motion. By voice vote, the motion passed unanimously by those members present and the meeting was adjourned at 7: 20 p.m.

Respectfully submitted this 21st day of February 2022.

Tom Seale, MMC, City Clerk/Treasurer

Maurice Mercer, President of the Council

[SEAL]

ORDINANCE No. 276-01

AN ORDINANCE TO REPEAL ORDINANCE No. 276 ABOLISHING THE PELHAM BEAUTIFICATION BOARD, MORE SPECIFICALLY CHAPTER 2, ARTICLE VI, DIVISION 2, SECTIONS 2-201 THROUGH 2-210, CITY OF PELHAM CODE OF ORDINANCES

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

Section 1. The City Council of the City of Pelham, Alabama desires to repeal in its entirety Ordinance No. 276, more specifically Chapter 2, Article VI, Division 2, Sections 2-201 through 2-210, City of Pelham Code of Ordinances.

Section 2. 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. 276-01 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. 276-01 passed by majority vote of all members of the Council and the Council President declared the same passed.

ADOPTED and approved this 7th day of March 2022.

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 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. 276-01 was duly ordained, adopted, and passed by the City Council of the City of Pelham, Alabama at a regular called meeting of such Council held on the 7th day of March 2022, and duly published by posting an exact copy thereof on the 8th day of March 2022, at four public places within the City of Pelham, Alabama, including the Mayor’s Office at City Hall, Pelham Recreation Center, Pelham Public Library, Pelham Water Works and 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]

RESOLUTION 2022-03-07-01

Approving Tax Abatement Agreement for Process Equipment, Inc.

WHEREAS, the City of Pelham, Alabama (the “*City*”), has been in discussions with Process Equipment, Inc. d/b/a ProcessBarron (the “*Company*”) in connection with Company’s intent to construct a “Major Addition to an Existing Facility” in the form of a newly-constructed warehouse and office space facility at 9 Welborn Street, Pelham, Alabama 35124 (formerly known as 2786 Pelham Parkway, Pelham, Alabama 35124) (the “*Project*”); and

WHEREAS, the Project is located within the jurisdiction of the City and adjacent to the Company’s existing facility at 2770 Welborn Street, Pelham, Alabama 35124; and

WHEREAS, the Project is expected to enhance the public benefit and welfare of the citizens of the City by, among other things: promoting of local economic and commercial development and the stimulation of the local economy; increasing employment opportunities and creating jobs in the City; increasing the City’s tax base, which will result in additional tax revenues for the City; and preserving and improving the aesthetic quality of commercial development, insuring the economic health of the City; and

WHEREAS, in light of the foregoing, and after reviewing the Company’s Application to City for Abatement of Taxes, the City has determined that it is in the City’s best interest to provide certain tax abatements to the Company in connection with the development of the Project, as set forth in the proposed Tax Abatement Agreement attached hereto as Exhibit A (the “*Tax Abatement Agreement*,” which shall become a permanent part of this Resolution).

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council takes the following action:

Section 1. The City finds that the Project constitutes a “Major Addition to an Existing Facility” under the Tax Incentive Reform Act of 1992, as amended (Sections 40-9B-1 *et seq.*, Code of Alabama, 1975) (the “*Act*”). The City approves the Tax Abatement Agreement and all abatements and incentives to be granted therein to the Company.

Section 2. The terms of this resolution (this “*Resolution*”) and the Tax Abatement Agreement shall be deemed a contract with the Company and may not be rescinded or amended by the City without the express, written authority of the Company.

Section 3. The various provisions of this Resolution are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Resolution.

Section 4. A certified copy of this Resolution, with the Application and Tax Abatement Agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 5. The City is authorized and directed to sign the Tax Abatement Agreement and to take any and all actions necessary or desirable to accomplish the purpose of this Resolution.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-03-07-01 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 7th day of March 2022.

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 7th day of March 2022 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 7th day of March 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]

TAX ABATEMENT AGREEMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

This Tax Abatement Agreement (this “**Agreement**”) is made this 7th day of March 2022 (the “**Effective Date**”), by and between THE CITY OF PELHAM, ALABAMA, a public corporation of the State of Alabama (the “**City**”), and PROCESS EQUIPMENT, INC., an Alabama corporation d/b/a ProcessBarron (together with its successors and assigns, the “**Company**”).

WHEREAS, the Company’s activities fall within North American Industry Classification System (NAICS) code 332313, which meet the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(f) of the Act (as defined below);

WHEREAS, the Company has announced plans for a Major Addition to an Existing Facility within the city limits of the City (the “**Project**”), wherein the Company will acquire and improve certain industrial real property located within the city limits of the City, and will purchase and install certain items of equipment and related personal property (collectively, the “**Facility**”) and will operate the Facility to provide office and warehouse space ancillary to the Company’s adjacent manufacturing facility;

WHEREAS, the Project completion date is estimated to be June 30, 2023;

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 *et seq.*, Code of Alabama (1975) (the “**Act**”), the Company has requested from the City an Abatement of the following:

- (i) all state and local noneducational ad valorem taxes; and
- (ii) all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education.

WHEREAS, the City has considered the request of the Company and the completed Application to Granting Authority for the Abatement of Taxes (Form CO:CAA) (the “**Application**,” a copy of which is attached hereto as **Exhibit A**) filed with the City by the Company, in connection with its request; and

WHEREAS, the City has found the information contained in the Company’s Application to be sufficient to permit the City to make a reasonable cost/benefit analysis of the proposed Project and to determine the economic benefits to the community, and has concluded that it is to the advantage of the public that the requested abatements be granted in accordance with this Agreement; and

WHEREAS, at its meeting held on the 7th day of March, 2022, the City Council of Pelham, Alabama, adopted Resolution 2022-03-07-01 approving the Company’s application for abatement of;

- (i) All state and local noneducational ad valorem taxes; and

- (ii) all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education.

WHEREAS, the Project will consist of private use industrial development property, which is composed of (a) the real property described on **Exhibit B** attached hereto, and (b) related fixtures and personal property to be acquired, constructed, and installed thereon, as described in the Application;

WHEREAS, the private use industrial development property for which the abatement is applied shall be owned by the Company and shall constitute an estimated **\$3,298,000** of capital investment within the City;

WHEREAS, the City does not intend to issue bonds in connection with the private use industrial development property herein described;

WHEREAS, for the purposes of abatement of all noneducational ad valorem taxes, it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement;

WHEREAS, for the purposes of the abatement of all construction related transaction taxes, it has been determined that no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement;

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in this Agreement;

WHEREAS, the City represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out provisions of this Agreement, and (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the City; and

WHEREAS, it is anticipated that the Project will generate approximately **30** new jobs by the end of the third year after Project completion (as more particularly set forth herein).

NOW THEREFORE, for and in consideration of the premises and mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

1. In accordance with the Act, the City hereby grants to the Company abatement from liability for the following taxes as permitted by the Act:

- (a) Non-educational Ad Valorem Taxes: all ad valorem taxes that are not required to be used for educational purposes or for capital improvements for education; and
- (b) Construction Related Transaction Taxes: the transaction taxes imposed by the Act on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The City and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement period as stated.

- (a) Noneducational ad valorem taxes are expected to be approximately ***\$15,549 per year*** and the maximum period for such abatement shall be valid for a period of 10 years, beginning October 1, 2022.
- (b) Construction related transaction taxes, except those construction-related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately ***\$111,563*** and such abatement shall not extend beyond the date the Project is placed in service.

3. The Company warrants that all of the estimates and projections herein are made in good faith. The Company hereby makes the following good faith projections:

- (a) Amount to be invested in the Project: **\$3,298,000;**
- (b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 10 Year 1 5 Year 2 5 Year 3 10

- (c) Annual payroll initially at the Project and the increases in payroll in each of the succeeding three years:

Initially \$680,000 Year 1 \$340,000 Year 2 \$340,000 Year 3 \$680,000

5. The Company shall file with the Alabama Department of Revenue within ninety (90) days after the date of the Meeting a copy of this Agreement as required by Section 40-9B-6(c) of the Act.

GENERALLY

6. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein are determined to have been misrepresented whether intentionally, negligently, or otherwise, the City shall terminate this Agreement and take

such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities. The Company hereby agrees to provide a report and supporting documentation to the City as the City may request from time to time to confirm compliance hereunder.

7. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

8. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of:

- (i) All state and local non-educational ad valorem taxes, and
- (ii) all construction related transaction taxes, except those construction related transaction taxes levied for educational purposes or for capital improvements for education.

9. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the City. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the City.

This Agreement is executed as of the dates specified below.

PROCESS EQUIPMENT, INC.

CITY OF PELHAM, ALABAMA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Pelham

M E M O R A N D U M

Date: February 15, 2022
To: Gretchen DiFante, City Manager
From: Michael Simon, Economic Development Director
Attachments: I, II & III

Subject: Process Equipment, Inc. d/b/a ProcessBarron Tax Abatement Request

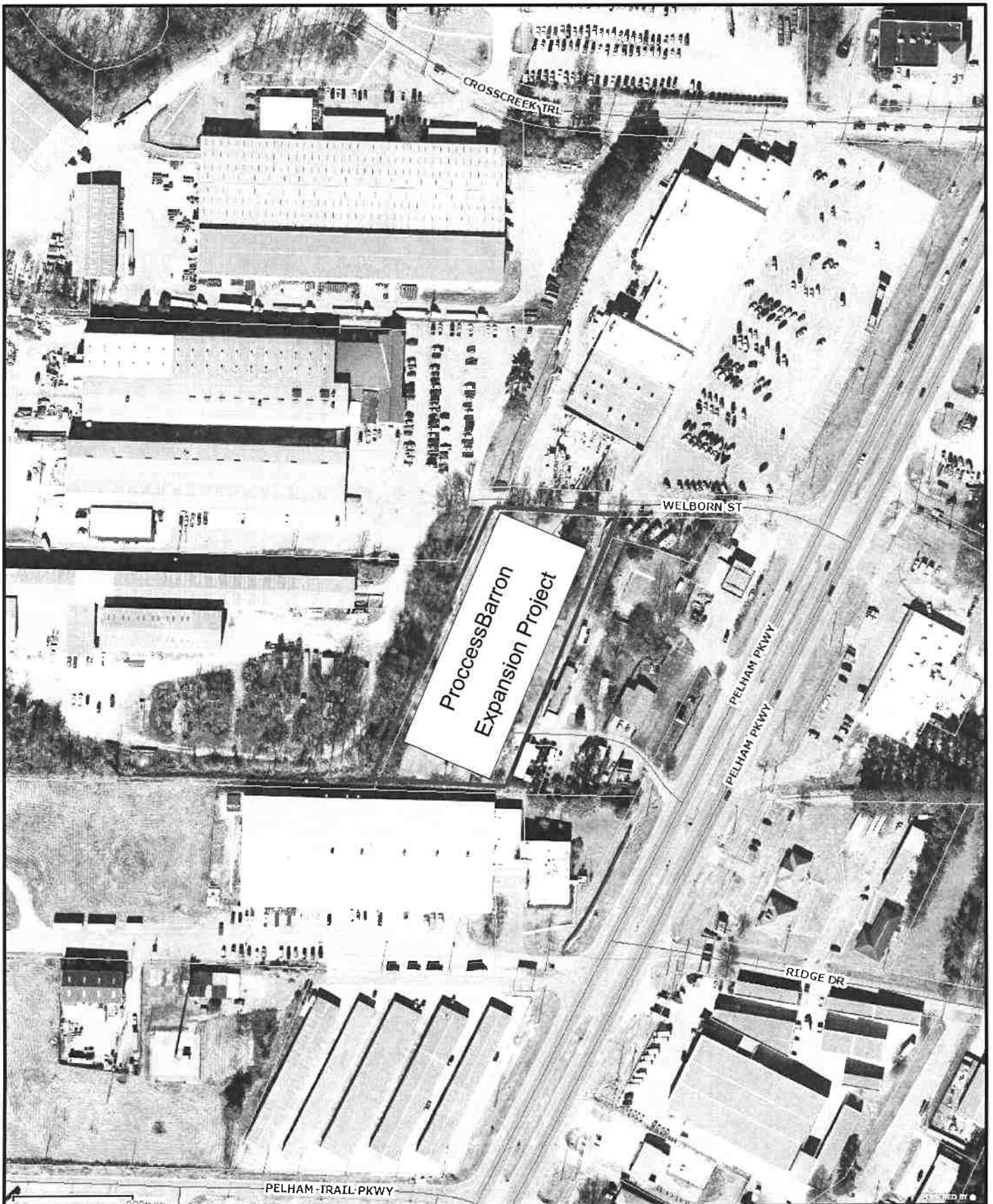
Under authorization of Ordinance 507 approved by Council on May 17, 2021, the City of Pelham agreed to sell ProcessBarron two (2) acres of land located at 9 Welborn Street and legally described as Lot 2 of the Final Plat of the Woodland Mobile Home Park Subdivision (see Attachment I).

The City of Pelham approved the sale of land to ProcessBarron in the amount of \$148,000, for purposes of expanding their current operations. The property was sold at less than appraised value in order to provide a financial incentive to the expansion project. The project will include the construction of a new 30,000 square foot parts warehouse adding approximately twenty-five (25) manufacturing and warehouse jobs in Pelham over a 3-year period in both the new warehouse and the existing Welborn Street facility, as well as the construction of 10,000 square feet of new office space to be occupied by their construction group. The company is projecting that the new office space will allow it to add five (5) engineers/support personnel in Pelham over a 3 year period (see Attachment II).

ProcessBarron is seeking Council approval for an abatement of sales, use, and non-educational property taxes for a ten (10) year period under the "Major Addition" provisions of Chapter 9B, Title 40, Code of Alabama. As described in their abatement application packet, ProcessBarron estimates the new Project is estimated to generate approximately \$3,298,000 in capital costs, which includes land acquisition, building construction, machinery, and other personal property. If the application request is approved by Council, the estimated amount of city, county and state property, sales and use taxes abated over a ten (10) year period total approximately \$205,735 (see Attachment III).

Please consider this for placement on the Council's Regular meeting agenda at the earliest convenient date.

ATTACHMENT I



ATTACHMENT II

PROCESS EQUIPMENT, INC. 2022 MAJOR ADDITION SUMMARY

TO: The Honorable Members of the City Council of Pelham, Alabama

FROM: Process Equipment, Inc. d/b/a ProcessBarron

DATE: February 9, 2022

RE: Abatement Request: Major Addition to an Existing Facility

ProcessBarron was founded in 1981 and maintains its headquarters and primary manufacturing facility at 2770 Welborn Street in Pelham, Alabama. The company also has parts warehouse locations in Jacksonville, Florida, Luverne, Alabama, and the Welborn Street facility. In addition, its construction division is located on Pardue Road in Pelham. As part of ProcessBarron's long-term growth strategy, it recently purchased a portion of the Woodland Trailer Park property now known as 9 Welborn Street, Pelham, Alabama 35124 (formerly 2786 Pelham Parkway, Pelham, Alabama 35124) (the "***Expansion Property***"). The Expansion Property is adjacent to the Welborn Street headquarters. The plans for the Expansion Property include the following (collectively, the "***Project***"):

1. ***Consolidated Parts Warehouse.*** ProcessBarron intends to demolish the abandoned Expansion Property building and construct a new 30,000 square foot parts warehouse in its place. The company will consolidate all of its parts from the Jacksonville, Luverne, and Welborn Street facilities into the new Expansion Property warehouse. This consolidation will centralize all of the company's spare parts and accommodate manufacturing expansion at the Welborn Street facility. This consolidation will add approximately 25 manufacturing and warehouse jobs in Pelham over a 3-year period in both the new warehouse and the existing Welborn Street facility.
2. ***New Office Space.*** ProcessBarron is out of space in both its Welborn Street headquarters and its construction office on Pardue Road. In addition to the new warehouse discussed in part 1 above, the company plans build out an additional 10,000 square feet of office space on the Expansion Property and relocate its construction group to that office space. The additional office space will accommodate growth within the company's Pelham facilities. The company is projecting that the new office space will allow it to add 5 engineers/support personnel in Pelham over a 3 year period.

ProcessBarron is seeking approval for an abatement of sales, use, and non-educational property taxes under the "Major Addition" provisions of Chapter 9B, Title 40, *Code of Alabama 1975*. As the company disclosed on its Application for Abatement (provided to you by Melody Whitten), the Project is expected to generate approximately \$3,298,000 in capital costs, which includes land acquisition, building construction, machinery, and other personal property. The additional annual payroll of the 30 new employees referenced above is expected to be \$2,040,000 annually by the third year following Project completion. The company believes this Project will be beneficial to the City of Pelham, Shelby County, and the State of Alabama. Thank you for considering this abatement request.

ATTACHMENT III

ALABAMA SALES AND USE TAX SAVINGS WITH ABATEMENTS (Estimated from best information available)

Revised PROJECT Process Barron City of Pelham, Shelby County, Alabama

	Cost	Amount of Tax with NO Abatements (4)(5)(6)(7)	Amount of Tax with FULL Abatements (4)(5)(6)(7)	TAX SAVINGS
Items Taxed at GENERAL Sales & Use Tax Rates		9.000%	1.500%	7.500%
Building Materials (1) 41.00%	\$1,025,000	\$92,250	\$15,375	\$76,875
New Non-manufacturing Equipment (2)	\$150,000	\$13,500	\$2,250	\$11,250
Items Taxed at MANUFACTURING Rates		5.875%	1.188%	4.688%
New Manufacturing Machinery (2)	\$500,000	\$29,375	\$5,938	\$23,438
Items EXEMPT or NOT TAXED		0.000%	0.000%	
Building Labor (1) 59.00%	\$1,475,000	\$0	\$0	\$0
Land and Existing Real Property(1)	\$148,000	\$0	\$0	\$0
Used equipment already owned (2)	\$0	\$0	\$0	\$0
Pollution Control Equipment (3)	\$0	\$0	\$0	\$0
Other Labor & Miscellaneous Costs	\$0	\$0	\$0	\$0
TOTAL PROJECT VALUE & TOTAL TAXES	\$3,298,000	\$135,125	\$23,563	\$111,563
Breakdown by jurisdiction				
	State Taxes	\$54,500	\$0	\$54,500
	County Taxes	\$13,625	\$6,813	\$6,813
	City Taxes	\$67,000	\$16,750	\$50,250

NOTES:

PROJECT CRITERIA: Total project costs are \$3,298,000, per Melody Whitten with the 58, Inc./Shelby County EDC. Project costs consist of: Land - \$148,000; Building - \$2,500,000; Manufacturing Equipment - \$500,000; Nonmanufacturing Equipment - \$150,000; and other costs - \$0.

(1) Assume that the percentage of total building cost shown above is for building materials, and the remaining percentage of building cost is for labor. Assume further that all of the building materials cost is subject to sales and use taxes. Labor is not taxable for sales and use taxes in Alabama. Land is not taxable for sales and use taxes in Alabama.

(2) Manufacturing equipment is taxed at a reduced rate in Alabama. Non-manufacturing equipment (including warehouse, computer, furniture & fixtures, etc.) is taxed at the general rate. Used equipment already owned by the company, or purchased from the former owner, is not subject to sales tax. Installation labor, when billed as a separate item, is not subject to sales and use tax.

(3) All equipment, facilities, or materials constructed or acquired primarily for the control, reduction, or elimination of air or water pollution are statutorily exempt from sales and use taxes in Alabama.

(4) Project criteria show that the site will be located inside the city limits of: City of Pelham, Shelby County, Alabama

(5) Sales and use tax rates are as follows:

LOCATION	General	Educational	Mfg. Machinery	Educational
Alabama	4.000%	0.000%	1.500%	0.000%
Shelby County	1.000%	0.500%	0.375%	0.188%
City of Pelham	4.000%	1.000%	4.000%	1.000%
TOTALS	9.000%	1.500%	5.875%	1.188%

(6) State sales and use taxes and local non-educational sales and use taxes may be abated if a company meets certain requirements. An abatement of state and local sales and use taxes is granted at the local level, by a City Government, a County Government, or a Public Authority. The non-abatable portions of state and local sales and use taxes are indicated in the chart above.

(7) The sales and use tax abatement is effective the date it is granted by the local granting authority. Therefore, any purchases made prior to the effective date would not qualify for the abatement. The sales and use tax abatement is only available until the project is placed in service, and only for capitalized purchases. The full sales and use tax would be due for periods subsequent to date the project is placed in service.

ATTACHMENT III

ALABAMA PROPERTY TAX SAVINGS WITH ABATEMENTS (Estimated from best information available)

Revised PROJECT Process Barron City of Pelham, Shelby County, Alabama

	Assessed Value @ 20% of Market Value for Real & Personal	Amount of Tax with NO Abatements @ 0.0580	Amount of Tax with FULL Abatements @ 0.0330	ESTIMATED TAX SAVINGS 0.0250
Year 1	\$655,400	\$38,013	\$21,628	\$16,385
Year 2	\$653,100	\$37,880	\$21,552	\$16,328
Year 3	\$645,300	\$37,427	\$21,295	\$16,133
Year 4	\$638,200	\$37,016	\$21,061	\$15,955
Year 5	\$630,100	\$36,546	\$20,793	\$15,753
Year 6	\$621,400	\$36,041	\$20,506	\$15,535
Year 7	\$609,400	\$35,345	\$20,110	\$15,235
Year 8	\$599,100	\$34,748	\$19,770	\$14,978
Year 9	\$588,100	\$34,110	\$19,407	\$14,703
Year 10	\$579,300	\$33,599	\$19,117	\$14,483
Totals		\$360,725	\$205,240	\$155,485

NOTES:

PROJECT CRITERIA: Total project costs are \$3,298,000, per Melody Whitten with the 58, Inc./Shelby County EDC. Project costs consist of: Land - \$148,000; Building - \$2,500,000; Manufacturing Equipment - \$500,000; Nonmanufacturing Equipment - \$150,000; and other costs - \$0.

(1) For calculation purposes, land is valued at cost, including the current value of any donated land. However, the savings granted by an abatement will vary based upon the assessed value of the land every year. Land is valued at market value, including purchased land and donated land.

(2) Real property is valued on an "observed condition," with reappraisal occurring annually. For easier calculation, the value of real property will remain constant. However, this figure is likely to change throughout the 10 year abatement period.

(3) **All equipment, facilities or materials constructed or acquired primarily for the control, reduction or**

(4) All manufacturing equipment is valued using current composite factors and the applicable economic life for your type of industry. All non-manufacturing equipment is valued using current composite factors and a 10 year economic life, except computers having a 3 year economic life.

(5) All business property is assessed at 20% of market value and taxes are collected by the local tax officials.

(6) Project criteria show that the site will be located inside the city limits of: City of Pelham, Shelby County, Alabama

(7) Property tax millage rates:

LOCATION	Full millage	Education/Nonabated Millage	Abatable Millage
Alabama	0.0065	0.0030	0.0035
Shelby County	0.0375	0.0300	0.0075
City of Pelham	0.0140	0.0000	0.0140
TOTALS	0.0580	0.0330	0.0250

(8) Non-educational state and local property taxes may be abated for a period of up to ten years for a qualifying industry. If no bonds are issued, the abatement period begins when the project is placed in service. Therefore, any CIP would be taxable at the full millage rate. In addition, the property would be fully taxable at the end of the abatement period. An abatement is granted at the local level, by a City Government, a County Government, or a Public Authority.



ALABAMA DEPARTMENT OF REVENUE

Application to Granting Authority for Abatement of Taxes

Under Chapter 9B, Title 40, Code of Alabama 1975

Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the granting authority for consideration in granting an abatement of all state and local noneducational property taxes, all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., Code of Alabama 1975.

1a. TYPE OF ABATEMENT APPLYING FOR:		2. PROJECT NAICS CODE:	
☒ Sales & Use Taxes ☒ Property Taxes ☐ Mortgage & Recording Taxes		3 3 2 3 1 3	
1b. IS APPLICANT REQUESTING PROPERTY TAX ABATEMENT FOR A PERIOD LONGER THAN 10 YEARS?		3. TYPE OF PROJECT:	
☐ Yes ☒ No		☐ New Project ☒ Major Addition To An Existing Facility	
4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX)			
☒ \$2,000,000 - OR - ☐ 30% of original cost of existing property, original cost \$			
5. PROJECT APPLICANT:		DBA:	
Process Equipment, Inc.		ProcessBarron	
6. ADDRESS OF APPLICANT:		CITY:	STATE: ZIP CODE:
2770 Welborn Street		Pelham	AL 35124
7. NAME OF CONTACT PERSON:		EMAIL ADDRESS:	TELEPHONE NUMBER:
Ken Nolen		knolen@processbarron.com	(205) 663-5330
8. DATE COMPANY ORGANIZED:			
1-29-1981			
9. PHYSICAL LOCATION OF PROJECT:			
9 Welborn Street			
CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE):		COUNTY:	ZIP CODE:
Pelham		Shelby	35124
10. BRIEF DESCRIPTION OF PROJECT (ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST-BENEFIT ANALYSIS BY GRANTING AUTHORITY):			
Demolish abandoned building, clear and improve property, build additional office space and warehouse for expansion			
11. ESTIMATED DATE CONSTRUCTION WILL BEGIN:		12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED:	
August 2022		June 2023	
		13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE:	
		July 2023	
14. HAVE BONDS BEEN ISSUED FOR PROJECT:		15. WILL BONDS BE ISSUED FOR PROJECT	
☒ No ☐ Yes If yes, date bonds issued:		☒ No ☐ Yes If yes, projected date of issue:	

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY	INITIALLY		18a	
10	\$ 680,000	a. Land (if donated, show market value)	\$ 148,000	XXXXXXXXXX
YEAR 1	YEAR 1		18b	
5	\$ 340,000	b. Existing Building(s) (if any)	\$ 0	XXXXXXXXXX
YEAR 2	YEAR 2		18c	
5	\$ 340,000	c. Existing Personal Property (if any)	\$ 0	XXXXXXXXXX
YEAR 3	YEAR 3		18d	
10	\$ 680,000	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials only)	\$ 2,500,000	\$ 1,025,000
This form may be used as the application to the granting authority required by Section 40-9B-6(a), Code of Alabama 1975. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), Code of Alabama 1975.		e. New Manufacturing Machinery	18e	19e
			\$ 500,000	\$ 500,000
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f	19f
			\$ 150,000	\$ 150,000
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g	19g
			\$ 3,298,000	\$ 1,675,000

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., Code of Alabama 1975, as amended.

I hereby affirm that, to the best of my knowledge and belief, the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

Ken Nolen
NAME (PRINT)
Ken Nolen
SIGNATURE

Chief Executive Officer
TITLE
2-8-2022
DATE

RESOLUTION 2022-03-07-02

Designating an Official Voting Delegate and Alternates for the Alabama League of Municipalities' Annual Business Meeting

WHEREAS, the Pelham City Council desires to designate an official voting delegate and alternates who will be eligible to cast votes on behalf of the City of Pelham at the Alabama League of Municipalities' Annual Business Meeting to be held on May 12, 2022 at 10:30 a.m. in Tuscaloosa, Alabama.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Pelham, Alabama that the Council hereby designates the following elected officials to the applicable roles:

_____	Voting Delegate
_____	Voting Delegate, First Alternate
_____	Voting Delegate, Second Alternate

BE IT FURTHER RESOLVED by the City Council of Pelham, Alabama that the Council authorizes the City Clerk/Treasurer to complete and submit the Voting Delegate Authorization Form.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-03-07-02 be given vote, and said resolution passed by majority vote of the Council present, and the President of the Council declared the same passed and adopted.

ADOPTED this 7th day of March 2022.

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 7th day of March 2022 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 7th day of March 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]

Gregory D. Cochran, CAE
Executive Director



Mayor Gary Fuller, Opelika
League President

*The voice of Alabama's
municipalities since 1935*

DATE: February 14, 2022
TO: Mayors
FROM: Gregory D. Cochran, Executive Director
SUBJECT: Voting Delegate, Annual Business Session
ENCLOSURE: Voting Delegate Authorization Form

The Annual Convention of the Alabama League of Municipalities will be held on May 11-14, 2022, in Tuscaloosa. The membership's Annual Business Meeting will be held at 10:30 a.m. on May 12 at the Bryant Convention Center.

The League Constitution contains the following provision pertaining to voting powers of member municipalities at the Business Meeting:

"Each member municipality shall have one vote on any issue voted on during the annual meeting of the League membership, and that vote may only be cast by the delegate authorized by the governing body of the member municipality."

Enclosed is the official Voting Delegate Authorization Form to be returned to the League. The City or Town Council is charged with designating your municipality's official voting delegate and alternates who will be eligible to cast the municipality's vote during the business meeting. An additional copy is being sent to each municipal clerk, but **only one completed form** should be returned by each League member municipality.

Please put this on your council meeting agenda at your earliest convenience so that the council may vote. The completed form must be returned to the League by April 27, 2022, so that your municipality will be eligible to cast its vote at the Convention.

We look forward to you joining us in Tuscaloosa.

VOTING DELEGATE AUTHORIZATION FORM

The City of Town Council must select the voting delegates and this form must be completed and returned to the **Alabama League of Municipalities on or before April 27, 2022**, in order for the municipality named below to be eligible to have its designee cast a vote at the **Annual Business Meeting of the League on Thursday, May 12, 2022, at 10:30 a.m.**

The League Constitution REQUIRES that Voting Delegates and Alternates be Elected Municipal Officials and the must be selected by a vote of the City or Town Council.

Deadline to submit completed form is April 27, 2022!

The Following person(s) is authorized to cast the municipality's vote at the business session of the Annual Convention of the Alabama League of Municipalities on May 12, 2022.

Please print the requested information

1. Voting Delegate: _____

Name

Title

2. 1st Alternate Voting Delegate: **Votes only in absence of Voting Delegate**

Name

Title

3. 2nd Alternate Voting Delegate: **Votes only in absence of Voting Delegate & 1st Alternate**

Name

Title

Voted on by the City or Town Council on this the _____ day of _____, 2022

Form Completed by: _____

(Please Print) Name

Title

City/Town

Date

Return form to: Alabama League of Municipalities

P.O. Box 1270, Montgomery, Alabama 36102 or by Fax to (334) 263-0200 or Email to

DPascal@almonline.org

RESOLUTION 2022-03-07-03

Authorizing Agreements with the Shelby County Park & Recreation Authority and Others for Site Work, Project Administration and Construction for Sidewalk & Drainage Improvements at the Pelham Racquet Club

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to enter into agreements for site work, project administration and construction for sidewalk and drainage improvements at the Pelham Racquet Club.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the Mayor, on behalf of the City of Pelham, to enter into Agreements with the Shelby County Park & Recreation Authority and others in an amount not to exceed \$26,000.00 for site work, project administration and construction of sidewalk and drainage improvements at the Pelham Racquet Club. Said Agreements shall become a permanent part of this Resolution.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-03-07-03 be given vote, and said resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 7th day of March 2022.

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 7th day of March 2022 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 7th day of March 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



MEMORANDUM

To: Andre' Bittas

Cc: Chaney Mills

From: Chris Cousins *Chris Cousins*

Date: February 28, 2022

Subject: Racquet Club Sidewalk Project

Attached is an estimate and exhibit for two areas of pedestrian access improvements for the Pelham Racquet Club. This pathway and access are currently being used by customers of the racquet club. In speaking with Chaney, this access point was opened to promote social distancing with COVID and has become a useful entrance into the facility. With no hard surfacing, the area between the courts cannot sustain the foot traffic and has become quite muddy and difficult to traverse. The pathway from the parking lot isn't currently in bad shape but will become so over time if hard surfacing isn't provided.

I am requesting that the Council consider a motion to authorize the Mayor to enter into agreements as required for this work. SCPARA will perform site and provide project administration. Concrete work will be contracted directly by the City with assistance from SCPARA. If approved, SCPARA will prepare contract documents for signature by the City as has been done on other Pelham/SCPARA projects.

The amount of the attached estimate is \$23,443.42. To account for any unforeseen issues that may arise during construction, we are requesting authorization of up to \$26,000. Funding for this work is proposed to be taken from the budget item established for walkway lighting upgrades at the racquet club. The FY23 budget approved \$40,000 for lighting upgrades. The Council has approved \$2700 of this amount for engineering design services for the lighting. Given the amount of time required to develop the design and current supply chain issues, we are proposing to shift the lighting construction to the FY24 budget.

Pelham Racquet Club Sidewalk Project
Cost Estimate
2/7/2022

Area A

<u>SCPARA</u>				
Grading, Hauling and Drainage Labor	1	Lump Sum	\$ 3,600.00	\$ 3,600.00
Grading and Hauling Fuel	300	Gallons	\$ 3.25	\$ 975.00
#57 Stone (Materials)	34	Tons	\$ 15.00	\$ 504.53
Topsoil (Materials)	0	CY	\$ -	\$ -
Sod (Materials Only, Installation by City)	350	SY	\$ 4.00	\$ 1,400.00
			Sub-Total =	\$ 6,479.53

Contracted Directly by the City (County to assist with contract docs and coordination)

Sidewalk (4" thick with 8 ga wire) (See sketch, areas in red)	153	SY	\$ 55.00	\$ 8,408.89
			Sub-Total =	\$ 8,408.89

Area B

<u>SCPARA</u>				
Grading, Hauling and Drainage Labor	1	Lump Sum	\$ 2,400.00	\$ 2,400.00
Grading and Hauling Fuel	100	Gallons	\$ 3.25	\$ 325.00
#57 Stone (Materials)	22	Tons	\$ 15.00	\$ 330.00
Topsoil (Materials)	0	CY	\$ -	\$ -
Sod (Materials Only, Installation by City)	0	SY	\$ 4.00	\$ -
			Sub-Total =	\$ 3,055.00

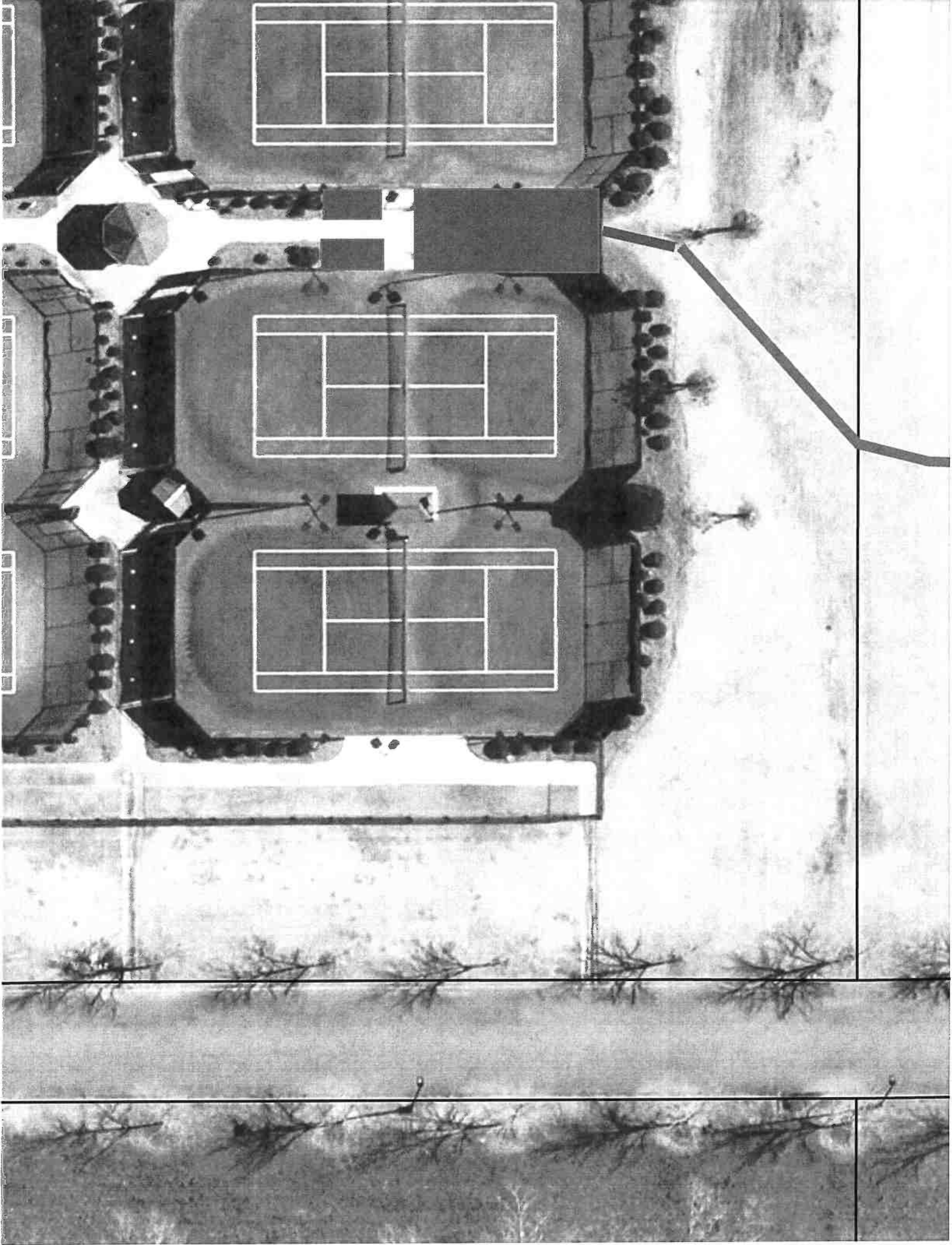
Contracted Directly by the City (County to assist with contract docs and coordination)

Sidewalk (4" thick with 8 ga wire) (See sketch, areas in blue)	100	SY	\$ 55.00	\$ 5,500.00
			Sub-Total =	\$ 5,500.00

Engineering

Plans (City)	1	LS	\$ -	\$ -
Construction Engineering and Inspection (City)	1	LS	\$ -	\$ -
Permits (City)	1	LS	\$ -	\$ -
			Sub-Total =	\$ -

			Total =	\$ 23,443.42
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RESOLUTION 2022-03-07-04

Authorizing a Contract for Professional Services to Provide Architectural Design Services for the Restoration of Fire Station No. 2

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to enter into a Professional Services contract to provide architectural design services for the restoration of Fire Station No. 2.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the Mayor, on behalf of the city, to enter into a Professional Services Contract with McLeod Architecture in an amount not to exceed \$13,700.00 for architectural design services for the restoration of Fire Station No. 2. The Agreement shall be a permanent part of this Resolution.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-03-07-04 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 7th day of March 2022.

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 7th day of March 2022 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 7th day of March 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



MEMORANDUM

To: Andre' Bittas

Cc: Mike Reid

From: Chris Cousins *Chris Cousins*

Date: February 28, 2022

Subject: Fire Station 2 – Architectural Services

Attached is a professional services agreement for Mcleod Architecture to provide architectural design services for the restoration of Fire Station 2 following the recent mold remediation. I have reviewed this proposal and recommend it for approval. The total fee proposed for these services is \$13,700. We do not have a good cost estimate for this work, however, a typical fee a remodel construction cost between \$100,000 and \$200,000 is 11.25% (Group III Buildings) of construction cost. Based on this criteria, the proposed fee appears reasonable.



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 McLeod Architecture (herein called the CONSULTANT). Agreement concerns the Renovation Design for Fire Station No. 2 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 Fire Station 2

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 25th day of February, 2022.

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 90 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: McLeod Architecture
Bruce McLeod
1879 Lake Ridge Road
Birmingham, Al 35216
205-940-7611
brucetmcleod@gmail.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 Thirteen Thousand Seven Hundred dollars (\$13,700). 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:

PROPOSAL

Date: 2/25/22
Project: Alterations to
Fire Station No.2
City of Pelham
Pelham, AL
Re: **Architectural & Engineering Fee Proposal**

McLeod Architecture proposes the following architectural and engineering services:

Architectural Services:

Measure and draw the front of the existing building- First Floor Plan, Second Floor Plan, Front, and Side Elevations. Based on my notes from our walk-through, we will provide a Schematic Design plan with Owner input with the plan revisions requested as follows:

1. Close-up the teller window at the 1st Floor Office
2. Install a bi-fold door in the 1st Floor Closet
3. Revise the 1st Floor ceiling by removing the HVAC plenum; new lay-in ceiling
4. Add stairs from the 2nd Floor wood deck to finish grade
5. Provide code-required fire separation between the Living area/Kitchen and the Engine Garage
6. Add a walk-in closet in the 2nd Floor Living area with shelves
7. Provide a new Kitchen cabinet/island layout using millwork plans from previous projects as a guide
8. Provide reflected ceiling plans showing all lighting to be recessed can LED lights

Upon Owner approval of Schematics, we will prepare final proposed floor plans, reflected ceiling plans, and interior elevations of all millwork. The exterior elevations of the front and left side will be drawn showing the new deck stairs. The approved form of this plan and interior elevations will complete the Design Development stage of the design process. Door and frame elevations, wall legends, and an interior finish schedule keyed to the floor plan will be a part of the Construction Documents. Construction Documents will also include a specification sheet with an outline specification for the project. Division 1, General Requirements, will be provided by Pelham. Construction Documents will be sealed with the architect's seal and will be able to be used for permitting to the city officials, for bidding to contractors, and for construction by the winning bidder. The bid proposal form and the Bid Tabulation Form will be provided in the Owner's General Conditions. Any addenda needed in the Bid Process will be published in a timely manner so as not to stall the bid process. Construction Directives will be issued as needed once the construction commences to communicate any revisions that may be necessary.

Revisions to the design after approval of Design Development drawings may constitute Additional Services, and will be billed hourly at \$160 per hour.

Construction Administration includes two site visits. Additional visits will be billed hourly at \$120/hour as requested by the Owner.

Engineering Services:

Parks Engineering will provide permit and construction grade Plumbing, Mechanical, and Electrical drawings for the project. Shelby County and the City of Pelham will be the authorities having jurisdiction over the building site. Therefore the new construction will be designed to comply with the codes and regulations stipulated by them, including any amendments to the 2015 IBC.

The Plumbing drawings will include a Site Plan, Sanitary, Water Piping, Schedules, and Details. The Mechanical drawings will include HVAC Plans, including new systems as needed to accommodate the new floor plan. The Electrical drawings will include a Power and Lighting plan with Panel and Light schedules. Fire Alarm and/or Sprinkler drawings are not included. A COMcheck analysis is not included in the scope of work.

All submittals to the city and county for permitting is by others. The Owner will supply any cut sheets and specifications for any Owner-provided equipment and fixtures planned for the facility. It is assumed that all utility services for the building terminate 5' outside the building envelope. The building will be placed on public sewer and water supply. Security, data, and cable TV wiring services design is by the Owner's subcontractor. No engineering site visits are included in the project.

If a COMcheck Energy Analysis is needed, then an additional \$150.00 is required.

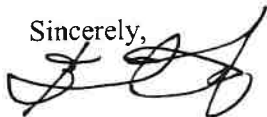
Project will be billed as follows:

Architectural Fee-	\$ 8,500.00
Engineering Fee-	\$ 5,200.00
Total Fee-	\$ 13,700.00

The invoice for payment will be issued once the Construction Documents are complete and out for bids. Payment is due within 30 days of receipt of invoice.

Thank you for the opportunity to propose a bid for your upcoming project. We look forward to the opportunity to work with you. Work can begin immediately upon receipt of your signature below, which will act as notice to proceed.

Sincerely,



Bruce T. McLeod
McLeod Architecture, Inc.
1879 Lake Ridge Road
Birmingham, AL 35216

Agreed to this _____ day of _____, 2021.

By: _____
Client Signature

This proposal is valid for 30 days.

RESOLUTION 2022-03-07-05

Authorizing a Public Works Project for Street Repairs and Patching on Grey Oaks Court

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to enter into a contract agreement for street repairs and patching on Grey Oaks Court.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the Mayor, on behalf of the city, to enter into a contract agreement for a public works project with Central Alabama Asphalt & Construction Co., LLC in an amount not to exceed \$49,987.30 for street repairs and patching on Grey Oaks Court.

BE IT FURTHER RESOLVED the City of Pelham will provide construction inspections and review pay estimates submitted by Central Alabama Asphalt & Construction Co., LLC.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-03-07-05 be given vote, and said resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 7th day of March 2022.

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 7th day of March 2022 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 7th day of March 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



M E M O R A N D U M

To: Andre' Bittas
CC: Chris Cousins
From: Andrew Golden
Date: February 28, 2022
Subject: Grey Oaks Court Pavement Repairs
Munis Account No. 1005030-550199
Project No. 5322004

Attached is a proposal from Central Alabama Asphalt & Construction Co., LLC to perform full depth patching along various sections of Grey Oaks Court that have failed. This work will be followed by a typical mill and overlay as part of the FY22 resurfacing project to further extend the useful life of the road. By separating this work from the upcoming FY22 resurfacing project, this work can be expedited in an effort to reduce additional pavement failure/damage and address safety concerns. I am requesting that a resolution to accept the quote of \$49,987.30 by Central Alabama Asphalt & Construction Co., LLC and authorize the mayor to sign the attached public works contract be placed on the City Council agenda for the next available meeting at your convenience.

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



**Central Alabama Asphalt &
Construction Co., LLC**

P.O. Box 20766
Tuscaloosa, AL 35402
Office: (205) 349-0910
Fax: (205) 752-0890

jrpo@centralalabamaasphalt.com

PROPOSAL

PROPOSAL SUBMITTED TO:	PROJECT NAME: City of Pelham - Grey Oaks Asphalt Milling & Asphalt Patching	DATE: 2/25/2022
TO OUR VALUED CUSTOMERS	PROJECT LOCATION: Pelham, Alabama	PHONE:
ATTN: OWNER/ESTIMATOR		HOME:

WE HEREBY SUBMIT OUR PROPOSAL FOR:

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<u>MOBILIZATION/DEMOBILIZATION</u>				
To Include All Equipment, Material & Labor Required To:				
*Mobilization/Demobilization	1	LS	\$ 1,500.00	\$ 1,500.00
<u>ASPHALT MILLING & ASPHALT PATCHING ~ 3"</u>				
To Include All Equipment, Material & Labor Required To:				
*Asphalt Milling of Observed Failures at 3" Depth	2,081	SY	\$ 23.30	\$ 48,487.30
*Asphalt Milling to be Removed & Disposed Off-Site				
*Sweep, Clean-up, Asphalt Preparation & Tack Coat Application				
*Placement of Asphalt Surface Course at 3" Thickness				

BASE BID TOTAL----- \$ 49,987.30

General Notes:

Striping is not included unless noted
Proposal is subject to increases in ALDOT A/C Index
Contractor cannot guarantee drainage with grades at less than 1%
Proposal does not include any patching/leveling unless noted above
Contractor not responsible for vegetative growth within asphalt
No traffic control or signage is included within the proposal
Contractor cannot guarantee base and/or paving if others install the base
Asphalt depths are approximate and are based on an average thickness
This is a unit price quotation & contract. Payment would be based on in place quantities
Subgrade/Base/Utilities shall be approved, on "blue-top" grade, and adequate for paving prior to our mobilization
If existing asphalt, subgrade and/or stone base show signs of depressions due to weight of traffic, additional cost will be added
Owner agrees Contractor shall not be held retainage on any pay request or held responsible for liquidated damages
Contractor not responsible for damage to existing concrete/asphalt during construction or for tack tracks on existing concrete or asphalt
Discovery of Unsuitable Material, Bond(s), Permit(s), Testing, Engineering, Layout(s), Utility Relocations are not included
Price is based on work being performed prior to June 30, 2022, supplemental pricing will be required for work after this date
Price includes only what is listed above and includes one mobilization for milling/paving work, if additional mobilizations are required cost may be incurred.

Payment to be made as follows:

Monthly estimates - Payment is due within 30 days of receipt of monthly estimate.
Finance charge will accrue from the due date at the rate of 1.5% per month (18% per annum).

All material is granted to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Comp. insurance. All jobs must be started in a timely manner. Any delays will constitute a re-pricing and agreement of new price before commencement.

Authorized
Signature

Jonathon R. Poe

NOTE: This proposal may be withdrawn by us if not accepted within Thirty (30) days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Should the undersigned fail to pay this indebtedness, or any part thereof, when due, the entire unpaid balance shall become due and payable; in which the undersigned agrees to pay all costs of collecting, including a reasonable attorney's fee, plus a finance charge of 1.5% per month (18% per year) from the due date.)

ACCEPTED:

Date _____

By: _____

Its: _____



PUBLIC WORKS CONTRACT

**CITY OF PELHAM and CENTRAL ALABAMA ASPHALT & CONSTRUCTION
CO., LLC**

THIS AGREEMENT, entered into as of this _____ day of _____ between the CITY OF PELHAM (herein called the CITY) and CENTRAL ALABAMA ASPHALT & CONSTRUCTION CO., LLC (herein called the CONTRACTOR). Agreement concerns the emergency repairs at Yeager Court as described in the attached price quote (herein called the PROJECT).

WITNESSETH THAT:

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

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

Section 1. CONTRACTOR

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

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

The CONTRACTOR, by the execution of this Contract, certifies and confirms that it is, at the

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

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

Section 2. Scope of Services

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

Section 3. Time of Performance

The CONTRACTOR shall begin work on the PROJECT upon the execution of this Contract and will continue, uninterrupted, for a period of time not to exceed 30 calendar days beginning after receiving Notice to Proceed from the CITY. Said work to be completed in a good and workmanlike manner by the CONTRACTOR within the period of time specified.

Section 4. General Provisions

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

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

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

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

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

- (1) CITY: City of Pelham
Andre' Bittas, Director
Development Services and Public Works
3111 Cummins Street
Pelham, AL 35124
P: 205-620-6413
abittas@pelhamalabama.gov
- (2) CONTRACTOR: Central Alabama Asphalt & Construction Co., LLC
J.R. Poe
P.O. Box 20766
Tuscaloosa, AL 35402
P: 205-349-0910
jrpoe@centralalabamaasphalt.com

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

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

Section 5. Compensation and Method of Payment

(a) For services satisfactorily rendered under this Contract and approved by CITY, the CITY agrees to pay the CONTRACTOR for fulfillment of the terms and conditions of this Contract in the amount of Forty Nine Thousand Nine Hundred Eighty Seven dollars and Thirty cents (\$49,987.30) as specified in the specifications and bid documents. Such payment shall, if due, be made monthly at the end of each calendar month, but in no case later than forty-five (45) days after the acceptance by CITY that the estimate and terms of the contract providing for partial payment have been fulfilled. In preparing estimates, the material delivered on the site, materials suitably store, and insured off-site, and preparatory work done may be taken into consideration by CITY. If the amount due by CITY is not in dispute and the amount payable is not paid within the forty-five (45) day period, the CONTRACTOR shall be entitled to interest from CITY at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama 1975, on the unpaid balance due. Interest payments shall not be due on payments made after the forty-five (45) day period because of administrative or processing delays at the close of the fiscal year. In making the partial payments, there shall be retained not more than five percent (5%) of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and after fifty percent (50%) completion has been accomplished and approved by CITY, no further retainage shall be withheld. The retainage as set out herein shall be held until final completion and acceptance of all work covered by the contract. Retainage shall be held until all work has been completed to CITY's satisfaction. CITY, upon completion and acceptance by CITY of the work, shall give notice of completion of PROJECT by

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

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

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

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

Section 6. Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. Additional Services of CONTRACTOR

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

Section 8. Tax Responsibilities of CONTRACTOR

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

Section 9. Non-Exclusive Contract

The CONTRACTOR shall devote its time, attention, and energies to the fulfillment of this Contract. If, after satisfying its responsibilities to the CITY, the CONTRACTOR desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then the CONTRACTOR may contract for such services; provided, however, that

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

Section 10. Independent CONTRACTOR Relationship

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

Section 11. Indemnification and Liability

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

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

ATTEST:

CITY OF PELHAM

Date

By:

Date

ATTEST:

CENTRAL ALABAMA ASPHALT &
CONSTRUCTION CO., LLC

Date

By:

Date

ATTACHMENT "A"

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

costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph. Additionally, contractor shall provide City proof that you are in compliance with the immigration law by including a notarized E-Verify Memorandum of Understanding and provide your subcontractors notice of their compliance obligations and obtain from each a notarized Affidavit of Immigration Law Compliance-Subcontractor.

- 4) This work shall not interfere with the normal operations of the facility. Work to be scheduled after hours as necessary.
- 5) Work areas shall be kept in a neat and orderly condition.
- 6) Work must be coordinated with the CITY.
- 7) Construction documents, including the attached Project Plans and Specifications, are included as part of this Contract.
- 8) The CONTRACTOR's attached price quote dated February 25, 2022, is hereby incorporated as a part of this Contract.

RESOLUTION 2022-03-07-06

Adjusting Minimum Hourly Compensation Rate for Part-Time and/or Seasonal Employees in the City of Pelham's Unclassified Positions

WHEREAS, the City of Pelham recognizes its responsibility to provide a satisfactory hourly compensation rate as required by Federal law; and

WHEREAS, the City of Pelham declares it serves a public purpose to review and recommend to the Pelham City Council an adjustment to the minimum hourly compensation rate to attract qualified and experienced part-time and/or seasonal employees.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Pelham, Alabama that the Council hereby affirms its responsibility and desires to provide an increased compensation rate for part-time and/or seasonal employees in the city's unclassified positions and authorizes a pay rate in the amount of \$13.00 per hour effective the last full pay period in March 2022.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-03-07-06 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 7th day of March 2022.

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 7th day of March 2022 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 7th day of March 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante
FROM: Tracy Hill
DATE: 03/01/2022
SUBJECT: Pay Rate for Part-Time Employees

As you know, we have difficulty hiring and retaining part-time staff. For this fiscal year we budgeted the rate of \$10.00 per hour, which is the rate we have been paying as a starting rate for part-times for the past two years.

We would like to establish a starting rate of \$13.00 per hour for part-time staff going forward.

RESOLUTION 2022-03-07-07

Authorizing an Increase in Base Pay Compensation for the Pelham City Manager

WHEREAS, the Pelham City Council adopted Resolution 2020-11-16-07 on November 16, 2020 authorizing the employment of Gretchen DiFante as the Pelham City Manager and further authorized the Mayor to execute an Employment Agreement with Gretchen DiFante; and

WHEREAS, City Manager Gretchen DiFante's Employment Agreement, Section 4 (A), *Base Compensation*, states her job performance will be evaluated not less than annually and based on clear and measurable objectives and goals agreed to by the majority of the Council and upon receipt of a satisfactory performance evaluation shall be entitled to such increase in base compensation as is provided to the same across-the-board raises awarded to other City employees provided the annual increase does not exceed two percent; and

WHEREAS, City Manager Gretchen DiFante received a performance evaluation on January 13, 2022 which included responses from the Mayor, four of the five city councilmembers and all fifteen of City Manager DiFante's direct reports resulting in an overall score of "excellent" for every competency evaluated in the performance review, and

WHEREAS, the Pelham City Council approved a three percent annual increase in the City of Pelham pay plan for Fiscal Year 2022.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize a two percent base pay compensation increase for City Manager Gretchen DiFante and said increase shall be retroactive to November 16, 2021, exactly one year since the approval of her contract with the City of Pelham.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-03-07-07 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 7th day of March 2022.

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 7th day of March 2022 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 7th day of March 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]

RESOLUTION 2020-11-16-07

Authorizing the Hiring of a City Manager

WHEREAS, the Pelham City Council has determined hiring a city manager pursuant to Section 11-43-20 et seq. of the Code of Alabama (1975), as amended, would be beneficial to the City of Pelham; and

WHEREAS, the Pelham City Council desires to employ Gretchen DiFante as city manager of the City of Pelham and to authorize the mayor, on behalf of the City, to execute an Employment Agreement with Gretchen DiFante effective November 16, 2020, pending final approval by the Pelham City Attorney.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council that it authorizes the employment of Gretchen DiFante as the Pelham City Manager and further authorizes the mayor to execute an Employment Agreement with Gretchen DiFante which said Agreement shall become a permanent part of this Resolution.

THEREUPON David Coram, a councilmember, moved and Rick Wash, a councilmember, seconded the motion that Resolution 2020-11-16-07 be given vote, and the roll call vote was recorded as follows:

Maurice Mercer, Council President	<u>Yes</u>
David Coram, Council Member	<u>Yes</u>
Larry Palmer, Council Member	<u>No</u>
Rick Wash, Council Member	<u>Yes</u>
Mildred Lanier, Council Member	<u>No</u>

Resolution 2020-11-16-07 passed by vote of all members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 16th day of November 2020.

Maurice Mercer
Maurice Mercer, President of the Council



ATTEST



Tom Seale, MMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 16th day of November 2020 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 16th day of November 2020.



Tom Seale, MMC, City Clerk/Treasurer



Employment Agreement

This employment agreement is made by and between Gretchen DiFante (“DiFante”) and the City of Pelham, Alabama (“City”).

WHEREAS, in accordance with Resolution 2017-02-20-01, the City has created and established the position of City Manager pursuant to the authority granted to the City under Section 11-43-20 ET SEQ., CODE OF ALABAMA (1975), as amended, and;

WHEREAS, Resolution 2017-02-20-01 provides that the City Manager shall have the qualifications, powers and duties, and the term of office as established by Section 11-43-20 et seq. of the Code of Alabama (1975), as amended, and;

WHEREAS, The City desires to employ DiFante as the City Manager pursuant to Resolution 2017-02-01 and applicable Alabama law, and DiFante has agreed to the following terms and conditions:

1. Appointment as City Manager; Duties. DiFante shall serve as City Manager for the City of Pelham, Alabama and, in such capacity, shall perform such tasks and duties as may be prescribed and/or directed by the governing body or by applicable ordinance or statute. DiFante shall devote all of her productive time, ability and attention to the business of the City during the term of her appointment and shall not engage in any other employment or pursuit that would conflict or interfere with her duties and responsibilities as City Manager, without Council approval.
2. Term of Appointment. The term of DiFante’s appointment shall be as provided by law and shall be coextensive with the term of office of the City of Pelham governing body as provided in Section 11-43-21, Code of Alabama(1975), supra.
3. Cancellation; Notice. DiFante’s appointment and the City’s obligations hereunder may be terminated by (i) operation of law; (ii) termination thereof by the governing body without cause, (iii) termination thereof by the governing body for cause during her term of appointment; and (iv) DiFante’s voluntary resignation.
 - A. *Termination for Cause.* The City may at its option terminate DiFante’s appointment at any time for cause. For purposes of this Agreement, termination “for cause” shall include, but not be limited to: (i) any act of theft, embezzlement, immoral conduct, sexual harassment, or use of illicit drugs while serving as an employee of the City; (ii) felony conviction of a crime; (iii) the conviction of any crime involving moral turpitude; (iv) the willful neglect by DiFante of her duties hereunder; (v) the continued breach of any material term of condition of this Agreement by DiFante after written notice by following the vote of as many as two thirds of the entire number of members of the voting governing body of the city council. Upon any such termination by the City for cause, DiFante shall only be entitled to the compensation and benefits provided in the Agreement (including accrued but unused vacation and sick leave) computed on a prorated basis up to and including the date of such termination, and shall be entitled to no further compensation subsequent to said date except as may be required by law.

Any termination for cause by the City shall not prejudice its rights to seek any other redress or remedy to which it may be entitled under the law.

- B. *Termination Without Cause.* In the event of any termination by the City of this Agreement at any time without cause prior to the expiration of DiFante's term as provided by law, the City shall be fully obligated to pay to DiFante her full salary and fringe benefits, including but not limited to any accrued but unused vacation and sick leave, only for a six (6) month period immediately following said date of termination. In exchange for said payments by the City, DiFante agrees to make herself available to provide consulting services to the City as may be reasonably requested during a six (6) month period.
- C. *Resignation.* DiFante shall provide the City at least sixty (60) days' advance written notice of her resignation. Upon termination of her employment, DiFante shall be paid for any accrued but unused sick leave and/or unused vacation leave.
- D. *Salary Reduction.* In the event the City at any time reduces the salary or other financial benefits of DiFante in a greater percentage than applicable across the board reduction for all City employees, then DiFante may at her option be deemed to be "terminated without cause" at the date of such reduction within the meaning and context of the hereinabove severance pay provision in paragraph B.

4. Compensation and Benefits Evaluation:

- A. *Base Compensation.* DiFante shall receive as base compensation the sum of one hundred fifty-five thousand dollars (\$155,000) per annum, which shall be paid in regular increments according to the payroll system and schedule then in effect of the City. DiFante shall also receive and be eligible for the same across-the-board raises and fringe benefits (including but not limited to health, dental, disability, and life insurance, vacation and sick leave), as are accorded or made available to City employees generally, except as expressly provided in this Agreement; provided that nothing herein shall be construed to confer merit or civil service status on DiFante. DiFante's job performance shall be evaluated not less than annually based on clear and measureable objectives and goals agreed to by the majority of Council and provided to her with final ratings rather than a series of individual ratings. Upon the receipt of a satisfactory performance evaluation, DiFante shall be entitled to such increase in base compensation as is provided to the same across-the-board raises awarded to other City employees provided the annual increase does not exceed two percent (2%).
- B. *Annual Vacation Leave.* The Manager shall be entitled to twenty (20) days of annual vacation leave, which shall be awarded on January 1st of each contract year and which shall be used by December 31st of each contract year. In the event DiFante does not exhaust her annual vacation leave, DiFante shall be allowed to accrue any unused vacation leave for future use.
- C. *Auto Allowance.* The city will pay DiFante \$500/month for the use of her personal automobile to be used in the business of the City.

- D. *Professional Development.* The City shall pay for or reimburse DiFante for all actual and reasonable out-of-pocket expenses, dues, or fees incurred by DiFante in performing or attending city-related functions and activities, including but not limited to, membership in and attendance at annual or semi-annual conferences sponsored by the Alabama City/County Management Association (ACCMA), the International City/County Management Association (ICMA), The Alabama League of Municipalities (ALM), the Alabama Women Leading Government (AWLG), or other appropriate professional organizations as approved by the City.
- E. *Bonding.* The City shall bear the full cost of any fidelity or other bonds required of DiFante under any law, ordinances or regulation.
5. Notice. All notices, consents, requests, approvals, and other communications provided for herein shall be validly given, made or served if in writing and delivered personally or sent by registered or certified mail, postage prepaid, as follows

TO DIFANTE: Gretchen DiFante
120 Lauchlin Lane
Pelham, Alabama 35124

TO CITY: City of Pelham
Post Office Box 1419
Pelham, AL 35124

6. Modification. This Agreement cannot be changed, modified, or amended in any respect except by a written instrument signed by both parties.
7. Entire Agreement. This Agreement supersedes all other agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements, as all prior agreements are hereby merged into this Agreement.
8. Severability. If any part, section or subdivision of this Agreement shall be held invalid or unenforceable for any reason, such holding shall not be construed to invalidate or impair the remainder of this Agreement, which shall continue in full force and effect notwithstanding such holding.
9. Controlling Law. In the event of a conflict between the terms of this Agreement and applicable state or federal law, said law(s) shall control, and this Agreement shall be construed with reference to and in accordance with applicable law.
10. Effective Date. This Agreement shall be effective upon approval of an ordinance or resolution adopting or ratifying same.

DATED this 16th day of November, 2020

CITY MANAGER

Gretchen J. DiFante

Gretchen DiFante

W. J. F.

Witness

CITY OF PELHAM

Gary W. Waters

Gary W. Waters, Mayor

ATTEST

Tom Seale

Tom Seale, City Clerk

