



CITY COUNCIL WORK SESSION AGENDA

Pelham Senior Center

May 2, 2022 – 5:00 p.m.

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

Proper notice of the regular 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 April 18, 2022 Regular Work Session Minutes
- D. Request to Address the City Council – None
- E. Executive Session
- F. Old Business
 - 1. City Hall Renovations Update
- G. New Business – None
- H. New Employee Introductions, Promotions and Retirement Recognitions
- I. Review of the May 2, 2022 City Council Agenda
- J. Adjournment

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



CITY COUNCIL WORK SESSION MINUTES

Pelham Senior Center
April 18, 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, April 18, 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 5:06 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 and City Attorney Josh Arnold were in attendance.

Media Present: Shelby County Reporter

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 April 4, 2022 Regular Work Session Minutes. The motion was seconded by Councilmember Lanier.

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

Request to Address the City Council

Julia Boehm-McKay notified the city clerk/treasurer Monday afternoon that Amanda Carr and Drew Perkins, CAI Alabama board members, would not be able to attend tonight's work session to discuss sponsoring and hosting an appreciation lunch for Pelham's first responders. Ms. Boehm-McKay asked to reschedule their appearance for May 2, 2022.

Old Business

1. Update – Wastewater (Sewer) Rehabilitation Project

Director of Development Services & Public Works Andre` Bittas and Acting City Engineer Chris Cousins updated and provided an overview to the city council on the city's ongoing wastewater (sewer) rehabilitation project. They noted the sewer collection system has almost 500,000 linear feet of pipe, 19 lift stations and serves approximately 7,000 customers.

2. Discussion – Appointment(s) to Pelham Cooperative Districts (Joint Meeting with the CDA)

A joint meeting of the Pelham City Council and the Commercial Development Authority (CDA) was called to order. A quorum was present for both organizations. CDA Member Ron Scott was not present. Members of the city council and CDA spoke highly of all three candidates under consideration for positions on the Cooperative Districts Board of Directors.

Economic Development Director Michael Simon updated the city council regarding the establishment of the Campus 124 Cooperative District and the Canopy Cooperative District. He explained the purpose of the cooperative districts and gave a brief history of each.

It was the consensus of the city council to recommend Jeff Zissette to be appointed to Place No. 1 and James Harris to be appointed to Place No. 2 to serve as members of the Board of Directors on the Campus 124 Cooperative District and the Canopy Cooperative District.

A motion was made by Councilmember Lanier to include the names of Jeff Zissette as the city council appointee to Place No. 1 and James Harris as the city council appointee to Place No. 2 to serve as members of the Board of Directors on the Campus 124 Cooperative District and the Canopy Cooperative District on Resolution 2022-04-18-01. Said motion was seconded by Councilmember Coram. There being no further discussion the motion passed unanimously by voice vote of those members of the city council present.

The CDA voted to appoint Connita Griffin Turner to the cooperative districts as their representative.

New Business

1. Discussion – Blueberry Hill Site Development

City Manager Gretchen DiFante, Director of Development Services & Public Works Andre` Bittas and Parks & Recreation Director Hal Brown discussed the history and possible options for the Blueberry Hill site. City Manager DiFante asked the city council for their permission, by resolution, to enter a contract with Gonzalez-Strength to begin work on possible site development options and alternatives. Mr. Bittas explained access to the property is a challenge. He further explained funding is included in the FY2022 budget. Mr. Brown commented on how developing the Blueberry Hill property would fit into the city's

overall recreational master plan and opens more programming opportunities in the community. Members of the city council spoke in support of moving forward with the site development possibilities.

New Employee Introductions

The following new employees were introduced to the city council:

- Jake Lanier, Fire Department – Firefighter
- Trey Ford, Fire Department – Firefighter
- Mason Reid, Fire Department – Firefighter
- Stan Riddle, Water Department – Assistant Well Operator
- Levis Peters, Building Department – Building Official
- Tabitha Dudley, Parks & Recreation – Operations Supervisor
- Jared Thornton, Parks & Recreation – Athletic Coordinator

Retiree Recognitions

Mayor Waters and Police Chief Pat Cheatwood recognized James Chapman and Rob Getts upon their retirement from the police department after 25 and 19 years respectfully, of dedicated service to the City of Pelham.

The recognition of the retiring police department employees was moved from the Council Agenda to the Work Session Agenda due to a scheduling conflict.

Review of April 18, 2022 Council Agenda

Council President Mercer reviewed the April 18, 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 April 18, 2022 City Council Agenda
2. Approval of the April 4, 2022 Regular Council Meeting Minutes
3. Approval of non-budgeted expenses from restricted fund accounts: None

4. **Resolution 2022-04-18-01** for consideration to appoint a citizen(s) to the Pelham Cooperative District and the Canopy Cooperative District and approving certain joint ownership and Financing Agreements between each such District and the City

There were no comments or questions from the city council.

5. **Resolution 2022-04-18-02** for consideration to amend the FY2022 Racquet Club budget for the 55 & Over National Tournament

Racquet Club Director Chaney Mills explained Resolution 2022-04-18-02 is a FY2022 budget adjustment.

6. **Resolution 2022-04-18-03** for consideration to participate in the State of Alabama's 2022 "Back to School" Sales Tax Holiday the weekend of July 15-17, 2022

There were no comments or questions from the city council.

7. **Resolution 2022-04-18-04** for consideration to accept the lowest and most responsive bid and to amend the FY2022 budget for the City Hall Campus Water Improvements project

Director of Development Services & Public Works Andre` Bittas explained this is a budget adjustment for a water main extension at Pelham City Hall.

8. **Resolution 2022-04-18-05** for consideration to purchase a Bobcat Track Loader (Skid Steer) for the Water Department through the SourceWell purchasing cooperative

Director of Development Services & Public Works Andre` Bittas stated the request is a FY2022 budgeted item.

9. **Resolution 2022-04-18-06** for consideration to approve a public works contract to repair damages to the Street Department Building from the October 6-7, 2021 flooding event

Director of Development Services & Public Works Andre` Bittas explained the request is to repair damage to the Street Department Building caused by the flooding event of October 6-7, 2021.

10. **Resolution 2022-04-18-07** for consideration to enter a professional services contract to develop a master plan for land planning and engineering design for the Blueberry Hill site

There were no comments or questions from the city council.

11. **Resolution 2022-04-18-08** for consideration to approve a quote to purchase office furniture for new Fire Station No. 3

Director of Development Services & Public Works Andre` Bittas stated the request is to purchase new office furniture for Fire Station No. 3.

12. **Resolution 2022-04-18-09** for consideration to approve a public works contract to provide erosion control for the Pelham Civic Complex & Ice Arena parking lot addition

Acting City Engineer Chris Cousins explained dirt is being moved from The Canopy site requiring the installation of erosion control in the affected area.

13. **Resolution 2022-04-18-10** for consideration to approve a public works contract for the replacement of two leaking fire hydrants located at the intersections of Old Highway 31 and Highway 261 and Oak Mountain State Park Road and Bishop Circle

Acting City Engineer Chris Cousins stated this is a repair of two existing fire hydrants. He explained the water mains are extremely deep requiring the hiring of a contractor to complete the repairs.

14. **Resolution 2022-04-18-11** for consideration to approve laboratory services and pricing for MS4 Storm Water Program testing

Acting City Engineer Chris Cousins stated they are seeking approval to move forward with the MS4 Storm Water Program testing.

15. **Resolution 2022-04-18-12** for consideration to approve ABC applications (No Alcohol Outside of Licensed Area and No to Go Sales) for applicant Margarita Grill, LLC located at 234 Cahaba Valley Road, Pelham, Alabama 35124 operating under various trade names for events to be held in 2022

Councilmember Coram stated the ABC license request is the same as in previous years.

16. **Resolution 2022-04-18-13** for consideration of an ABC License application for a 020 – Restaurant Retail Liquor License for applicant Frida Kahlo Modern Mexican Cuisine, LLC, operating under the trade name Modern Mexican Cuisine located at 3018 Pelham Parkway, Suite 101, Pelham, AL 35124

Councilmember Coram stated the location is the former site of Subway near Mi Pueblo on Pelham Parkway. The owner, Claudia Grajales, was present to answer questions. Councilmember Coram further stated Modern Mexican Cuisine will be entering the Responsible Vendor training program prior to obtaining their ABC license.

There were no additional questions from 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
- J. Report of the City Attorney
- K. Request(s) to Address the Council – None
- L. Old Business / Resolutions / Ordinances / Orders and Other Business

1. **Resolution 2022-04-18-07** for consideration to establish pay stipends for certain classified employees of the City of Pelham who demonstrate a proficiency in Spanish, can pass a competency test and willing and available to meet the needs of the city. First consideration was on May 3, 2021 and May 17, 2021.

Human Resources Director Tracy Hill stated the Personnel Board approved a pay adjustment in August 2020. She noted having previously presented to the city council a proposal for an extra pay step for those who can demonstrate a proficiency in Spanish. She stated Resolution 2022-04-08-14 is being brought back for consideration as a pay stipend. City Attorney Josh Arnold stated there is no issue with the pay stipend as it relates to the Civil Service Act. Councilmember Palmer and Councilmember Lanier spoke of having reservations paying classified employees an extra stipend with having recently adopting the city's new pay plan. Councilmember Wash spoke in support of the Spanish proficiency stipend. Councilmember Coram echoed the comments of Councilmember Wash. He suggested limiting the number of stipends a classified employee could qualify. City Manager DiFante noted the ongoing and increasing needs for Spanish speaking employees to interact with the Hispanic community. Mrs. Hill spoke in support of Resolution 2022-04-18-14. Councilmember Lanier asked for more information regarding the testing procedures. Mrs. Hill explained the testing is extremely difficult. Councilmember Lanier asked for an accounting of those employees who are currently or might be providing the service at this time or in the future. Mrs. Hill stated the test would be administered by an online testing vendor.

M. New Business / Resolutions / Ordinances / Orders and Other Business – None

(End of April 18, 2022 Agenda Review)

Adjournment

A motion to adjourn the work session was made by Councilmember Coram and seconded by Councilmember Lanier. The motion passed unanimously by voice vote of those members present, and the work session was adjourned at 6:57 p.m.

Respectfully submitted this 18th day of April 2022.

Tom Seale, MMC, City Clerk/Treasurer

Maurice Mercer, President of the Council

[SEAL]



CITY COUNCIL MEETING AGENDA

Pelham Senior Center

May 9, 2022 – 5:30 p.m.

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

Proper notice of the regular 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 May 9, 2022 City Council Agenda
- 2. Approval of the April 18, 2022 Regular Council Meeting Minutes
- 3. Approval of non-budgeted expenses from restricted fund accounts: None
- 4. **Resolution 2022-05-09-01** for consideration to extend a 36-month lease agreement with DLL Finance, LLC originally through the National Intergovernmental Purchasing Alliance for Ballantrae Golf Club for various pieces of golf course maintenance mowing equipment
- 5. **Resolution 2022-05-09-02** for consideration to declare certain personal property (vehicles trailers, heaters, truck lift and generators) of the City of Pelham, which are no longer needed for public or municipal purposes, as surplus

6. **Resolution 2022-05-09-03** for consideration to accept the lowest and most responsive bid from Central Alabama Asphalt & Construction Co., LLC for the city's FY2022 paving projects
7. **Resolution 2022-05-09-04** for consideration to accept the lowest and most responsive bid from Bama Utility Contractors, Inc. for the Red Fox Drive Storm Water Sewer Replacement Project Phase I
8. **Resolution 2022-05-09-05** for consideration to approve a proposal from Spectrum Industrial Services, Inc. to provide inspection and cleaning services for the Lift Station I sanitary sewer drainage basin
9. **Resolution 2022-05-09-06** for consideration to approve additional architecture and engineering services with CMH Architects for the City Hall Renovation Project
10. **Resolution 2022-05-09-07** for consideration to enter into a marketing agreement with WBRC Fox 6 to secure the title sponsorship in WBRC FOX 6's *Summer Staycation Sweepstakes* from May 27, 2022 through July 29, 2022
11. **Resolution 2022-05-09-08** for consideration of an ABC License application for a 020 – Restaurant Retail Liquor License for applicant Half Shell Oyster House Pelham, LLC, operating under the trade name Half Shell Oyster House, located at 2408 Pelham Parkway, Suite 215 and Suite 225, Pelham, AL 35124

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 – None

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

M. New Business / Resolutions / Ordinances / Orders and Other Business – None

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 7th Annual *Palooza in the Park* is Saturday, May 21st from 10:00 a.m. until 4:00 p.m. on the Pelham Trail System located at the Pelham Recreation Center.
2. The 2022 Pelham High School graduation will be on Thursday, May 26th at 6:00 p.m. at the Pelham Civic Complex & Ice Arena. **Tickets are required to attend.**
3. Pelham City Offices will be closed Monday, May 30th in observance of Memorial Day.

Q. Adjournment

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



CITY COUNCIL MEETING MINUTES

Pelham Senior Center
April 18, 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: April 18, 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 7:07 p.m. Councilmember Coram 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 and City Attorney Josh Arnold were 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 April 18, 2022 City Council Agenda
2. Approval of the April 4, 2022, Regular City Council Meeting Minutes
3. Approval of non-budgeted expenses from restricted fund account(s): None
4. **Resolution 2022-04-18-01** for consideration to appoint a citizen(s) to the Pelham Cooperative District and the Canopy Cooperative District and approving certain joint ownership and Financing Agreements between each such District and the City
5. **Resolution 2022-04-18-02** for consideration to amend the FY2022 Racquet Club budget for the 55 & Over National Tournament
6. **Resolution 2022-04-18-03** for consideration to participate in the State of Alabama's 2022 "Back to School" Sales Tax Holiday the weekend of July 15-17, 2022

7. **Resolution 2022-04-18-04** for consideration to accept the lowest and most responsive bid and to amend the FY2022 budget for the City Hall Campus Water Improvements project
8. **Resolution 2022-04-18-05** for consideration to purchase a Bobcat Track Loader (Skid Steer) for the Water Department through the SourceWell purchasing cooperative
9. **Resolution 2022-04-18-06** for consideration to approve a public works contract to repair damages to the Street Department Building from the October 6-7, 2021 flooding event
10. **Resolution 2022-04-18-07** for consideration to enter a professional services contract to develop a master plan for land planning and engineering design for the Blueberry Hill site
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12. **Resolution 2022-04-18-09** for consideration to approve a public works contract to provide erosion control for the Pelham Civic Complex & Ice Arena parking lot addition
13. **Resolution 2022-04-18-10** for consideration to approve a public works contract for the replacement of two leaking fire hydrants located at the intersections of Old Highway 31 and Highway 261 and Oak Mountain State Park Road and Bishop Circle
14. **Resolution 2022-04-18-11** for consideration to approve laboratory services and pricing for MS4 Program Storm Water testing
15. **Resolution 2022-04-18-12** for consideration to approve ABC applications (No Alcohol Outside of Licensed Area and No to Go Sales) for applicant Margarita Grill, LLC located at 234 Cahaba Valley Road, Pelham, Alabama 35124 operating under various trade names for events to be held in 2022
16. **Resolution 2022-04-18-13** for consideration of an ABC License application for a 020 – Restaurant Retail Liquor License for applicant Frida Kahlo Modern Mexican Cuisine, LLC, operating under the trade name Modern Mexican Cuisine located at 3018 Pelham Parkway, Suite 101, Pelham, AL 35124

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

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

Council President Mercer asked the city clerk/treasurer for a roll call vote. The vote to adopt said Consent Agenda was recorded as follows:

Maurice Mercer, Council President	<u>Yes</u>
David Coram, Council Member	<u>Yes</u>
Larry Palmer, Council Member	<u>Yes</u>
Rick Wash, Council Member	<u>Yes</u>
Mildred Lanier, Council Member	<u>Yes</u>

The motion to adopt the Consent Agenda passed unanimously by roll call vote of those members present and the council president declared the same passed and adopted.

PUBLIC HEARING(S) – None

MAYOR'S REPORT/COMMENTS – None

The recognition of the retiring police department employees was moved from the Council Agenda to the Work Session Agenda due to a scheduling conflict.

PROCLAMATION(S) BY THE MAYOR AND OTHERS – None

REPORT OF THE CITY MANAGER

City Manager DiFante made the following comments.

- Informed the city council of a planned trip on Tuesday to Oxford, Alabama to meet with officials to discuss how they are handling hotels in their area where questionable activity is occurring.
- Stated the planning for a leadership retreat for the mayor, city council and senior staff is underway.
- Reported on the communications and city manager advisory committees.
- Encouraged the public to sign up for the city's notification alerts.

REPORT OF THE CITY ATTORNEY – None

REQUEST(S) TO ADDRESS THE COUNCIL – None

OLD BUSINESS / RESOLUTIONS / ORDINANCES / ORDERS and OTHER BUSINESS

1. **Resolution 2022-04-18-14** for consideration to establish pay stipends for classified employees of the City of Pelham who demonstrate a proficiency in Spanish, can pass a competency test and willing and available to meet the needs of the city was introduced by Council President Mercer. First consideration was on May 3, 2021 and May 17, 2021.

Councilmember Coram moved to adopt Resolution 2022-04-18-14 and Councilmember Wash seconded the motion.

Councilmember Lanier thanked the city employees who provide Spanish language interpreting services. Council President Mercer spoke in support of Resolution 2022-04-18-14.

There being no further discussion, the motion to adopt Resolution 2022-04-18-14 passed by voice vote of 3-2 of those members present with Councilmember Palmer and Councilmember Lanier dissenting. Council President Mercer declared the Resolution 2022-04-18-14 passed and adopted.

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

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.

- Grady H. Thornton, 184 River Crest Lane, Helena, Alabama 35080, candidate for Alabama Republican Executive Committee – Shelby County, Place 7, addressed the city council.
- Bill Dunn, 9475 Highway 41 South, Leeds, Alabama 35094, candidate for District Judge – Shelby County, Place No. 2, addressed the city council.
- Jonathan Spann, 121 Elyton Drive, Birmingham, Alabama 35242, candidate for Circuit Judge, - Shelby County, Place No. 1, addressed the city council.

COUNCIL COMMENTS

Councilmember Coram stated having received several calls regarding the changes in voting locations. He encouraged everyone to be aware where to vote in county, state and federal elections. He noted the meaning of Easter celebrated yesterday.

Councilmember Palmer said he enjoyed meeting the city's new employees and wished the retirees well in their retirement. He said his thoughts and prayers are with those who have lost loved ones.

Councilmember Wash echoed the thoughts of Councilmember Coram and Councilmember Palmer in celebrating Easter. He stated the importance in making time and focusing on the things that are significant in your life.

Councilmember Lanier welcomed the new employees and the opportunity to share in the retirement of police department employees. She congratulated Dr. Scott Coefield on his pending retirement as Superintendent of the Pelham City Schools. She noted the pastors in her family and the importance of the Easter season.

Council President Mercer stated he joined Mayor Waters today in the ribbon cutting for the new Mapco convenience store on Pelham Parkway. He said Mapco has made a monetary donation to the Pelham Schools Foundation. He wished the city's new employees and retirees well. Acknowledged Building Official Levis Peters for his enforcement of the city's building code and business license requirements.

PUBLIC ANNOUNCEMENTS

1. The Pelham Fire Department is having an Awards and Promotional Ceremony on April 21st at 6:30 p.m. 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 7:40 p.m.

Respectfully submitted this 18th day of April 2022.

Tom Seale, MMC, City Clerk/Treasurer

Maurice Mercer, President of the Council

[SEAL]

RESOLUTION 2022-05-09-01

Authorizing Lease Extension Agreement with DLL Finance, LLC for Ballantrae Golf Turf Maintenance Equipment

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

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

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

WHEREAS, the City of Pelham hereby finds and determines that the execution of a Lease extension for the purpose of leasing two (2) Toro Reelmaster 3375-D fairway mowers; and one (1) Toro Groundmaster 3500-D Sidewinder trim mower together with all attachments and accessories is appropriate and necessary to the function and operations of the Ballantrae Golf Club; and

WHEREAS, DLL Finance, LLC shall act as Lessor under said Lease extension; and

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

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

Section 1. The Lease, in substantially the form as presently before the Pelham City Council, is hereby approved for the lease agreement between Jerry Pate Turf & Irrigation, Inc., National Intergovernmental Purchasing Alliance, DLL Finance, LLC and the City of Pelham in the amount of \$2,375.00 per month for thirty six (36) months (\$85,500.00), and the Mayor of Pelham, Alabama is hereby authorized to negotiate, enter into, execute and deliver the Lease and related documents in substantially the form as presently before the Pelham City Council, with such changes therein as shall be approved by the Mayor, and which Lease will be available for public inspection at the office of the City Clerk/Treasurer.

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

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

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

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

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-05-09-01 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 9th day May 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 9th day May 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 9th day May 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



MEMORANDUM

To: Gretchen DiFante
(City Manager - City of Pelham)

From: Hal Brown
(General Manager – Ballantrae Golf Club)

Date: Tuesday, April 27, 2022

Subject: New Lease Agreement for Ballantrae Golf Cart Fleet

Ballantrae Golf Club is requesting approval to enter into a 36 month lease agreement with Jerry Pate and Turf for the following golf course equipment starting May 1, 2022. 2 Toro fairway mowers and 1 Toro rough mower. They monthly payment for this lease will be \$2,375.00 for 36 months totaling \$85,500.00. All of the equipment will be used to mow the turf at the golf course to provide great playing conditions for the customers that play at Ballantrae Golf Club.

Thank you very much for your consideration.

Sincerely,

Hal Brown - PGA

LEASE AGREEMENT (Golf Equipment - Municipal Entities)

Lessee's Budget Year Ends in the Month of:	Lease Agreement Number:	FA-250516
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TO OUR VALUED CUSTOMER: This Lease Agreement (this "Lease") has been written in "Plain English." The words "You" and "Your" are used in this Lease to mean the Lessee identified below. The words "We," "Us" and "Our" are used in this Lease to mean the Lessor who is DLL Finance LLC, 8001 Birchwood Court, P.O. Box 2000, Johnston, IA 50131 and any of our affiliates, subsidiaries, successors and assigns.

LESSEE	Full Legal Name: CITY OF PELHAM, ALABAMA			
	Mailing Address 1300 Ba'antrae Cub Drive	City Pelham	State AL	Zip 35124-6200

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

TERM AND LEASE PAYMENT SCHEDULE

You agree to the following terms:	
TERM	
The Initial Term ("Term") shall be 36 months from the Commencement Date.	Commencing on: ☐ OR ☒ the 1st day of the month immediately following Borrower's signature on the Delivery and Acceptance Certificate and Lender's receipt thereof (the "Commencement Date").

PAYMENT

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

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

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

Each payment thereafter will be due:

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

Number of Payments: 36	Payment Amount: \$2,375.00	Payment Frequency: ☒ Monthly ☐ Quarterly; or On the following day(s)
Use tax per Payment (estimated): 0.00	Total Payment Amount with Sales/ Use Taxes (estimated): \$2,375.00	
Security Deposit:		

TAXES

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Equipment Schedule

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour
	USED	TORO RM3575 FAIRWAY MOWER		\$77,910.00	N/A	N/A	N/A
	USED	TORO RM3575 FAIRWAY MOWER			N/A	N/A	N/A
	USED	TORO GM3500D ROUGH MOWER			N/A	N/A	N/A

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

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

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

LEASE AGREEMENT AMENDMENT

This Lease Agreement Amendment is entered into on April 22, 2022 by and between City of Pelham, Alabama (iLesseei) and DLL Finance LLC (iLessori) (each a iPartyi and collectively the iPartiesi).

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

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

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

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

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

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

Delivery and Acceptance Certificate

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour
	USED	TORO RM3575 FAIRWAY MOWER		\$77,910.00	N/A	N/A	N/A
	USED	TORO RM3575 FAIRWAY MOWER			N/A	N/A	N/A
	USED	TORO GM3500D ROUGH MOWER			N/A	N/A	N/A

The undersigned hereby certifies that Lessee has leased all items described in (the "Equipment") pursuant to the Lease Agreement between DLL Finance LLC ("Lessor") and the Lessee identified below and in the Lease Agreement No. FA-250516 (the "Lease") and further certifies that:

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

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

DLL FINANCE LLC
CUSTOMER AGREEMENT TO PROVIDE PHYSICAL DAMAGE INSURANCE

Date: 04/22/2022

Customer's Name CITY OF PELHAM, ALABAMA

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

RE: Agreement dated 05/01/2022 with DLL FINANCE LLC, P.O. BOX 3000, JOHNSTON, IA 50131-0300

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

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the actual cash value of the equipment listed in the Agreement set forth above, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc. The minimum amount of coverage required by Lender is \$77,910.00.

Make	Model	<u>EQUIPMENT</u> Description	Serial Number
SEE EQUIPMENT ADDENDUM			

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

TO DEBTOR'S INSURANCE AGENT

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

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

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

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

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

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

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

PLEASE BE SURE TO COMPLETE THE INFORMATION BELOW

▶ _____
Insurance Agency/Agent's Name

▶ _____
Agent's E-Mail Address

▶ _____
Mailing Address / PO Box

▶ _____
Agent's Phone Number

▶ _____
Agent's Fax Number

▶ _____
City

State

Zip Code

RESOLUTION 2022-05-09-02

Declaring Surplus Personal Property

WHEREAS, the City of Pelham, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

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

SECTION 1. That the personal property as listed below is owned by the City of Pelham, Alabama and is not needed for public or municipal purposes.

1987 AM General Jeep Humvee	S# 23105
1988 AM General Jeep Humvee	S# 50958
1989 AM General Jeep Humvee	S# 71557
2012 International Series 4400 and Accessories	S# 1HTMKAAN0CH550917
Heater, Engine and Shelter Ground Type H-1	
N.S.A 4520-01-310-0691-Part No. 8721100-10	S# BT4604577
Heater, Engine and Shelter Ground Type H-1	
N.S.A. 4520-01-310-0691-Part No. 8721100-10	S# BT4604447
Trailer, Cargo M1102-N.S.A. 2330-01-387-5426	S# 00461
Trailer, Cargo M1102-N.S.A. 2330-01-387-5423	S# 6955
Portable Generator & Air Conditioner	S# AWACAT0S0D00190XX
Generac Generator KW10-Model 00907-1	S# 3107205
Challenger Lifts (60,000 Lbs.) Four Post Truck Lift	

SECTION 2. That the mayor, city manager, city clerk/treasurer be, and they hereby are, authorized and directed to dispose of the personal property owned by the City of Pelham, Alabama, by receiving bids, auctioning or direct selling such property. All such property shall be sold to the highest bidder, provided, however, that the mayor, city manager, city clerk/treasurer shall have the authority to reject all bids when, in their opinion, they deem the bids to be less than adequate consideration for the personal property. If an item does not receive a bid due to lack of value or condition, the mayor, city manager, city clerk/treasurer are authorized to dispose of the property.

SECTION 3. All vehicles, items and equipment will be sold "as is" and "where is" with no expressed or implied warranty or guarantee. Buyers are responsible for pick-up and transport of the vehicles, items and equipment from the sale or alternate site. All sales are final. No refunds will be granted. Payment for surplus personal property shall be in the form of cash or an official bank check. No personal checks will be accepted.

SECTION 4. Current employees and retirees of the City of Pelham are not allowed to participate, personally place bids or place bids through a third party in the City's Surplus Property Sale.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-05-09-02 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 9th day May 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 9th day May 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 9th day May 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: City Manager Gretchen Difante, Mayor Gary Waters, Pelham City Council Members

FROM: Chief Cheatwood

CC: Tom Seale

DATE: 04/25/2022

SUBJECT: Surplus Items for 05/02/2022 Agenda

The following surplus items, which are no longer used or needed by the Pelham Police Department, are in need of being auctioned. They were all obtained through the DRMO 1033 Program and the proceeds from the auction need to be deposited into the Federal Forfeiture Account for further law enforcement use.

1987 AM General Jeep Humvee S# 23105
1988 AM General Jeep Humvee S# 50958
1989 AM General Jeep Humvee S# 71557
2012 International Series 4400 and Accessories S# 1HTMKAAN0CH550917
Heater, Engine and Shelter Ground Type H-1
N.S.A 4520-01-310-0691-Part No. 8721100-10 S# BT4604577
Heater, Engine and Shelter Ground Type H-1
N.S.A. 4520-01-310-0691-Part No. 8721100-10 S# BT4604447
Trailer, Cargo M1102-N.S.A. 2330-01-387-5426 S# 00461
Trailer, Cargo M1102-N.S.A. 2330-01-387-5423 S# 6955
Portable Generator & Air Conditioner S# AWACAT0S0D00190XX
Generac Generator KW10-Model 00907-1 S# 3107205

RESOLUTION 2022-05-09-03

Accepting the Lowest Responsible Bid for FY2022 Street Resurfacing Projects and to Amend the FY2022 Engineering Budget

WHEREAS, the City of Pelham, through Municipal Consultants, Inc., has requested and received sealed bids for the FY2022 street resurfacing projects.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to accept the lowest bid of \$553,604.00 as recommended by Municipal Consultants, Inc., the city's consulting engineers, from Central Alabama Asphalt & Construction Co., LLC for the FY2022 resurfacing projects in the City of Pelham.

BE IT FURTHER RESOLVED to authorize the Mayor, on behalf of the City, to enter into an agreement with Central Alabama Asphalt & Construction Co., LLC for the FY2022 resurfacing projects. Said contract shall become a permanent part of this Resolution.

BE IT FURTHER RESOLVED the FY2022 resurfacing projects shall include: Oak Forest Drive, Oak Forest Trail, Oak Forest Way, Whitetail Run, Grey Oaks Court, Grey Oaks Lane, High Crest Road, High Hampton Drive (Partial), High Hampton Lane (Partial), Elizabeth Drive, Havenview Drive and Saddle Run Circle.

BE IT FURTHER RESOLVED to amend the FY2022 Engineering (Paving) Budget in the amount of \$103,591.30 from \$500,000.00 to \$603,591.30 from General Fund Unencumbered Fund Balances.

BE IT FURTHER RESOLVED the City of Pelham will be responsible for construction inspection and monthly pay estimates.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-05-09-03 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 9th day May 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 9th day May 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 9th day May 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



MEMORANDUM

To: Andre' Bittas
Cc: Chris Cousins
From: Andrew Golden

Date: April 27, 2022

Subject: Pelham Resurfacing 2022
Munis Acct. #1005030-550199
Project #5322004

Attached is the certified bid tab for bids received on April 14, 2022 for the project referenced above. We are requesting that a resolution to accept the lowest bid of \$553,604.00 by Central Alabama Asphalt & Construction Co., LLC be placed on the City Council agenda for the next available meeting at your convenience. Based on the breakdown below, we are requesting that the resolution also include a budget amendment of \$103,591.30 to fund the difference between the base bid and the remaining available budget.

FY22 Expenditures

FY22 Budget	\$500,000.00
Funds Spent to Date (Grey Oaks Ct. Patching)	(\$49,987.30)
Base Bid	(\$553,604.00)
Budget Amendment Required	\$103,591.30

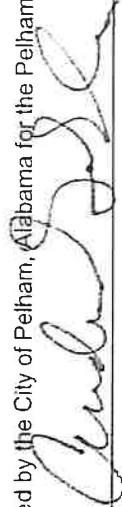
Since bidding, damage to Saddle Run has been identified and the street is in need of repair/resurfacing; therefore, Saddle Run is proposed to be added to this contract. However, since the damage to Saddle Run is from the October 2021 flooding event, the remaining emergency funding (\$86,311) can be utilized to cover the additional projected cost of work in Saddle Run (\$71,460) and therefore is not reflected in the breakdown above. If you have any questions or need additional information, please let me know.

The City of Pelham, Alabama
Pelham Resurfacing 2022
Bid Date / Time: April 14, 2022 @ 10:00 a.m.

ITEM	QUANT	UNIT	DESCRIPTION	Central Alabama Asphalt & Construction Co., LLC		Dunn Construction Company, Inc.		Wiregrass Construction Company, Inc.		Southeastern Sealco	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	41,148	Square Yard	Milling, 1-3"	\$3.00	\$123,444.00	\$2.20	\$90,525.60	\$3.22	\$132,496.56	\$4.50	\$186,115.20
2	3,065	Ton	Bit Wearing Surface 165 lb/sy (Including Tack Coat)	\$108.00	\$331,020.00	\$117.50	\$360,137.50	\$147.50	\$452,087.50	\$115.00	\$352,087.50
3	4,000	Square Yard	Binder Patching 330 lb/sy (Full Depth Patching)	\$20.76	\$83,040.00	\$34.00	\$136,000.00	\$17.76	\$71,040.00	\$37.50	\$151,000.00
4	400	Square Feet	Traffic Control Markings	\$5.00	\$2,000.00	\$5.45	\$2,180.00	\$10.06	\$4,024.00	\$10.00	\$4,000.00
5	1	Lump Sum	Traffic Control	\$14,100.00	\$14,100.00	\$2,500.00	\$2,500.00	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00
			Total Base Bid for Project		\$553,604.00		\$591,343.10		\$694,648.06		\$771,115.20

* Asterisk reflects clerical error in bid. Total of Base Bid written by the Contractor in the Proposal Form provided by Midsouth Paving, Inc. was \$827,579.00. The correct sum of the products of the unit prices is \$771,115.20.

I certify that these are the correct bids received by the City of Pelham, Alabama for the Pelham Resurfacing 2022 Project on April 14, 2022 at 10:00 a.m.



Andrew Golden, P.E. #36301

Andrew Golden, P.E. #36301



NOTICE OF AWARD

To: Central Alabama Asphalt &
Construction Co., LLC

Date: _____

Project: PELHAM RESURFACING 2022

The OWNER has considered the BID submitted by you for the above described PROJECT in the bid received April 14, 2022.

You are hereby notified that your BID has been accepted for items in the amount of \$553,604.00.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Please make your required submittals in the bid documents to be reviewed and approved prior to fabrication of the materials.

Owner

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this
the _____ day of _____, 2022.

Contractor

By _____

Title

RESOLUTION 2022-05-09-04

Accepting Bid for Red Fox Drive Storm Water Sewer Replacement Project Phase I and to Amend the FY2022 Engineering Budget

WHEREAS, the City of Pelham, through Municipal Consultants, Inc., has requested and received bids for a storm water sewer replacement project in Pelham, Alabama.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to accept the lowest responsive and responsible bid of \$32,700.00 as recommended by Municipal Consultants, Inc., the city's consulting engineers, from Bama Utility Contractors, Inc. for the Red Fox Drive Storm Water Sewer Replacement Project Phase I.

BE IT FURTHER RESOLVED to authorize the Mayor, on behalf of the City of Pelham, to enter a public works contract with Bama Utility Contractors, Inc. for the Red Box Drive Storm Water Sewer Replacement Project Phase I. Said contract shall become a permanent part of this Resolution.

BE IT FURTHER RESOLVED to amend the FY2022 Engineering (Drainage Improvement) Budget in the amount of \$26,611.00 from \$20,000.00 to \$46,611.00 from General Fund Unencumbered Fund Balances.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-05-09-04 be given vote, and said resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 9th day May 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 9th day May 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 9th day May 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



MEMORANDUM

To: Andre' Bittas

Cc: Chris Cousins

From: Andrew Golden

Date: April 26, 2022

Subject: Red Fox Drive Storm Sewer Replacement – Phase I
Munis Acct. #1005030-550199
Project #5322019

The existing 42" CMP storm sewer located at the end of Red Fox Drive has been assessed and is in need of replacement. However, due to the anticipated cost and limited availability of materials, a phased approach is proposed beginning with replacement of the furthest downstream segment of pipe (60' +/-) as phase 1. The remaining work (Phase II) will be proposed for FY23. Quotes were received from 3 contractors to perform Phase I work. We are requesting that a resolution to accept the lowest quote of \$32,700.00 by Bama Utility Contractors, Inc. be placed on the City Council agenda for the next available meeting at your convenience. We also request that this resolution include an amendment to the FY22 budget to include an additional \$26,611.00 based on the expenditures listed below.

	<u>FY22 Expenditures</u>
FY22 Budget (Drainage Improvements)	\$20,000.00
Funds Spent as of 2/28/22	\$13,911.00
Proposed Repairs (Phase I)	\$32,700.00
Budget Amendment Needed	\$26,611.00

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



PUBLIC WORKS CONTRACT

CITY OF PELHAM and BAMA UTILITY CONTRACTORS, INC.

THIS AGREEMENT, entered into as of this _____ day of _____ between the CITY OF PELHAM (herein called the CITY) and BAMA UTILITY CONTRACTORS, INC. (herein called the CONTRACTOR). Agreement concerns the replacement of storm sewer 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 45 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: Bama Utility Contractors, Inc.
Gavin Jones
P.O. Box 788
Fultondale, AL 35068
P: (205) 960-4241
gavin@bamautility.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 Thirty Two Thousand Seven Hundred dollars and no cents (\$32,700.00) 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:

Bama Utility Contractors, Inc.

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) The CONTRACTOR's attached price quote dated April 19, 2022 is hereby incorporated as a part of this Contract.

PROPOSAL

From:	BAMA UTILITY CONTRACTORS, INC. P.O. Box 788 Fultondale, AL 35068-0788 Contact: Gavin Jones Phone: (205) 960-4241	Project:	11 RED FOX DRIVE PELHAM
		Description:	CMP AND HEADWALL STORM DRAIN REPLACEMENT
		Bid Location:	11 RED FOX LANE, PELHAM, A
		Bid Date:	04/19/2022
		Revision Date:	
To:	CITY OF PELHAM, ALABAMA	Contract #:	
		Additional Info:	MUNICIPAL CONSULTANTS

DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
42" ADS N12 DUAL WALL HDPE PIPE	60.000	LF	\$350	\$21,000.00
42" PRECAST HEADWALL	1.000	EA	\$6,000	\$6,000.00
REMOVAL OF OLD CMP PIPE	1.000	LS	\$1,700	\$1,700.00
IMPORT DIRT	25.000	CY	\$90	\$2,250.00
INSTALL NEW SOD	175.000	SY	\$10	\$1,750.00
			TOTAL BID:	\$32,700.00

RESOLUTION 2022-05-09-05

Authorizing a Professional Services Agreement for Sanitary Sewer Inspection and Cleaning of the Lift Station I Drainage Basin

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to enter a professional services agreement for sanitary sewer inspection and cleaning of the Lift Station I drainage basin.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the Mayor, on behalf of the city, to enter into a professional services agreement with Spectrum Industrial Services, Inc. for sanitary sewer inspection and cleaning of the Lift Station I drainage basin in an amount not to exceed the Compensation and Method of Payment of \$106,370.00 as outlined in Section 5 of said Agreement. The Proposal dated April 4, 2022 and Agreement with Spectrum Industrial Services, Inc. for sanitary sewer inspection and cleaning of the Lift Station I drainage basin shall become a permanent part of this Resolution.

BE IT FURTHER RESOLVED any unforeseen conditions or occurrences encountered which significantly affect or may affect the services or the recommended scope of services will be presented to the City of Pelham for the pre-approval of any additional charges.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-05-09-05 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 9th day May 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 9th day May 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 9th day May 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



MEMORANDUM

To: Andre' Bittas

Cc: Chris Cousins

From: Andrew Golden

Date: April 21, 2022

Subject: Inspection Services – Sanitary Sewer Evaluation Study
Munis Acct# 5105201-550199
Project # 7222009.5

Attached is the proposal from Spectrum Industrial Services, Inc. (Spectrum) to provide inspection services for sanitary sewer CCTV and cleaning for the Lift Station I drainage basin. We have reviewed the proposal and recommend it for consideration by the Council.



April 4, 2022

City of Pelham
800 Thames Court
Pelham, AL 35124

Attention: Mr. Andrew Golden
Subject: Sanitary Basin I CCTV
CCTV and Heavy Cleaning
Pelham, AL
Spectrum Proposal No. 22-1291

Dear Mr. Daniel Hamlin:

On behalf of Spectrum Industrial Services, Inc. (Spectrum), I would like to thank you for the opportunity to provide you with this proposal outlining the costs associated with your Sanitary Sewer CCTV Inspection and Heavy Line Cleaning needs. We appreciate the opportunity and are pleased to submit the following proposal.

Scope of Work:

Spectrum Industrial Services will provide all equipment and labor necessary to CCTV the Basin I located around Chandabrook area in Pelham, AL. This proposal be based on a not to exceed 61,000 linear feet of pipe inspection. This proposal also includes up to 6,000 linear feet of heavy cleaning (on an as needed basis).

Spectrum will provide one (1) Cues camera unit with optical zoom pan and tilt, as well a PACP Certified two (2) man crew, utilizing PipeTech software to record in either CD, DVD or thumb drive format, project Summary Reports, Observation Reports (including still images) and Pipe Run graphs as required.

Spectrum will also provide one (1) 85 gpm combination Jetter / Vacuum truck with (1) CDL Operator and (1) Service Technician. Heavy Cleaning is based on eight (8), 8-hour days and 750 linear feet per day of heavy cleaning. Pelham will provide hydrant water as necessary, and Spectrum will keep records of water usage per day. Spectrum will also provide transportation of nonhazardous sewage to a WWTP facility, PPE, and miscellaneous tools as necessary.

City of Pelham
CCTV and Heavy Cleaning
Proposal No. 22-1291

ITEM I

SANITARY SEWER CCTV INSPECTION SERVICES / BASIN I

<u>QTY.</u>	<u>UoM</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>EXT. COST</u>
61,000	LF	Spectrum to provide one (CUES) Camera Unit with a two-man crew to inspect, record and report on (Not to Exceed 61,000 LF) of 6" and 8" sanitary sewer lines.	\$1.37 LF	\$ 83,570.00

TOTAL ESTIMATED COST FOR CCTV INSPECTION (NOT TO EXCEED 61,000 LF) _____ \$ 83,570.00

ITEM II

SANITARY SEWER HEAVY CLEANING SERVICES / BASIN I

<u>QTY.</u>	<u>UoM</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>EXT. COST</u>
6,000	LF	Spectrum to provide one Combo Jet / Vacuum, 85 gpm truck, One (1) CDL Operator, One (1) Service Technician, Waste Disposal, PPE, and tools as Necessary to Heavy Clean 6" to 8" pipe. (Not to Exceed 6,000 Linear Feet, and ON AN AS NEEDED BASIS)	\$3.80 LF	\$ 22,800.00

TOTAL ESTIMATED COST FOR HEAVY CLEANING (NOT TO EXCEED 6,000 LINEAR FEET) ____ \$ 22,800.00

Project Authorization

To provide Spectrum with written authorization for this project, please initial each page of the proposal and sign the **Proposal Acceptance Acknowledgement** form. Retain one copy for your files and return the other copy to Spectrum. Please note that the terms and conditions are an integral part of this proposal.

Please do not hesitate to call me at (205) 664-2000 should you have any questions or comments regarding this proposal.

Sincerely,



ROBERT KIRKLAND, SUPERINTENDENT
UTILITIES & INFRASTRUCTURE SERVICES
PIPE SERVICES DIVISION - SPECTRUM INDUSTRIAL SERVICES, INC.

/RK

ADDITIONAL TERMS AND CONDITIONS

1. Spectrum as part of this proposal to video inspect up to 61,000 LF (Not to Exceed) of 6" & 8" sanitary sewer line.
2. The above estimate is just that an estimate. Actual costs to vary based upon the unit rate quoted and actual quantities utilized.
3. Client to assure access and egress to site is maintained throughout the project's duration.
4. Client to provide all necessary traffic control as required.
5. Should Spectrum be delayed due to circumstances beyond our control delay charges to apply at a rate of \$ 236.00 per hour.
6. For the purpose of this proposal, Spectrum has assumed that all waste generated as part of this proposal are non-hazardous as per all Federal, State, and local rules and regulations.
7. All rates are assessed on a port-to-port basis with the point of origin being Spectrum's Alabaster, AL headquarters. All work has been proposed to be performed during normal business hours Monday through Friday. No weekends or Holidays have been included as part of this proposal. Should project completion time vary causing any increase or decrease in cost, we reserve the right to adjust our prices based on the rates quoted herein.
8. Payments are accepted by cash, check, or ACH. As a service to our clients, we will continue to accept credit card payments, (Visa, MasterCard, and American Express). However, if paying by credit card, please call our accounting office. Per the PCI rules and regulations, all signed forms with credit card information must be faxed back to Spectrum for processing for security reasons. There will be a \$20 convenience fee added for payments processed by phone.
9. All applicable Federal, State, or Local taxes to apply.
10. Terms – Net 30 Days.



SPECTRUM

Solutions to Your Environmental Challenges

PROPOSAL ACCEPTANCE ACKNOWLEDGEMENT

Project Information

Project Name

Sanitary Basin I CCTV

Project Location

Pelham, AL

General Scope of Services

CCTV and Heavy Cleaning

Spectrum Proposal Number

22-1291

Proposal Date

April 4, 2022

Client Information

Client/Company Name

City of Pelham

Street Address

800 Thames Court

City

Pelham

State

AL

Zip

35124

Client Contact Person/Project Manager

Mr. Andrew Golden

Telephone Number

(205) 822-0387

Fax Number

(205) 903-3527

Email Address/Web Address

agolden@municipalconsultants.org

Special Instructions

Proposal Acceptance by Client's Authorized Representative

The Terms and Conditions of this Proposal, including those on this page and those attached hereto are Accepted this _____ day of _____, 20_____.

Print or Type Client's Name (Individual, Firm or Corporate Body Name)

Signature of Client's Authorized Representative

Print or Type Name and Title of Client's Authorized Representative

85 Spectrum Cove, Alabaster, Alabama 35007 • 205.664.2000 Office • 205.664.2142 Fax

City of Pelham
CCTV and Heavy Cleaning
Proposal No. 22-1291

TERMS AND CONDITIONS

SERVICES TO BE PROVIDED. Spectrum Industrial Services, Inc. ("Spectrum") and/or its subsidiaries, affiliates, branches or divisions, agrees to provide Client for its sole benefit and exclusive use the services set forth in our Proposal.

DEFINITIONS. When used herein, the terms "we", "us", or "our" refer to Spectrum and the terms "you", "your", "he", "his", "it" and "its" refer to Client.

RIGHT OF ENTRY AND RIGHT TO PROCEED. Client grants a right of entry from time to time to Spectrum, its agents, staff, consultants, and subcontractors, for the purpose of performing and with the right to perform all acts, studies, and research including without limitation the making of tests and evaluations, pursuant to the agreed services. Client represents that it possesses all necessary permits and licenses required for the continuation of its activities at the site.

BILLING AND PAYMENT. Unless otherwise indicated in our Proposal, our billings will be based on actual accrued time, test costs, and expenses based on work performed as of the fifteenth and the last day of each month. Client agrees to pay invoice upon receipt. Should payment not be received within 30 days from date of invoice, the amount due shall bear a service charge of 1 1/2 percent per month or 18 percent per year and the cost of collection, including reasonable attorney's fees, if collected by law or through an attorney. If 1 1/2 percent per month exceeds the maximum allowed by law, the charge automatically will be reduced to the maximum legally allowed. If Client has any objections to any invoice or part thereof submitted by Spectrum, he shall so advise us in writing giving his reasons within 14 days of receipt of such invoice. Client agrees it will not exercise any right of set-off it has under this Agreement, any continuing agreement with Spectrum, or any right of set-off provided by law. No deduction shall be made from Spectrum's invoice on account of penalty, liquidated damages, or other sums withheld from payments to contractors or others. Payment of the invoice shall constitute final approval as to all aspects of the work performed to date as well as the necessity thereof. If the project is terminated in whole or in part then we shall be paid for services performed prior to our receiving or issuing written notice of such termination, in addition to our reimbursable expenses and any shut down costs incurred. Shut down costs may, at our sole discretion, include completion of analysis and records necessary to document our files and protect our professional reputation.

DAMAGE SITE. Spectrum will not be liable for any property damage or bodily injury arising from damage to or interference with any portion of the building, surface, or subterranean structures, which are not called to our attention in writing and correctly shown on the plans, furnished by Client in connection with work performed under this Agreement. Client recognizes that the use of exploration, industrial service, and test equipment may unavoidably affect, alter, or damage the terrain and affect subsurface, vegetation, buildings, structures and equipment in, at, or upon the site. Client accepts the fact that this is inherent to our work and will not hold us liable or responsible for any such effect, alternations or damage.

STANDARD OF CARE AND WARRANTY. To the extent the proposal calls for consultation, training, assessment or industrial services such services provided by us will be performed in accordance with generally accepted industry practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED.

PUBLIC LIABILITY. Spectrum maintains workers' compensation and employer's liability insurance for our employees as required by state laws. In addition, we maintain comprehensive general liability and auto liability insurance with limits of \$1,000,000. A Certificate of Insurance can be supplied evidencing such coverage. We will not be liable or responsible for any loss, damage, or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above. In the event any third party brings a suit or claim for damages against us alleging exposure to or damage from material, elements or constituents at or from Client's facility before, during, or after the services of the Agreement, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulting in cost for remedial action, uninhabitability of the property, or other property damage, then, Client agrees to defend us in any such suit or claim and pay on our behalf any judgment resulting against us, including any interest thereon. Further, Client with our concurrence, will select, hire and pay an attorney to defend any such suit or claim, will pay Court costs for which we may be liable in any such suit and will bear and pay litigation expense Client incurs in providing a reasonable and professional defense which will be provided by Client according to prevailing local standards. Client will have the right to investigate, negotiate and settle, with our concurrence, any such suit or claim, and we will cooperate in the defense of any such suit or claim.

PROFESSIONAL LIABILITY. Client agrees to limit our liability to Client or any third party arising from negligent professional acts, errors or omissions, such that our total aggregate liability shall not exceed \$1,000,000.

SAMPLING HANDLING AND RETENTION. Generally, test samples or specimens are consumed or substantially altered during the conducting of tests and Spectrum, at our sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of tests.

A. Non-Hazardous Samples. At Client's written request, we will maintain preservable test samples and specimens of the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written request, we will retain test specimens of samples for a mutually acceptable storage charge and period of time. Client agrees that it will not hold us responsible or liable for any loss of test specimens or samples retained in storage.

B. Hazardous or Potentially Hazardous Samples. In the event that samples contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state or local statutes, regulations or ordinances, we will, after completion of testing and at Client's expense (i) return such samples to Client, or (ii) using a manifest signed by Client as generator, we will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples. Client recognizes and agrees that we are acting as a broker and at no time assume title to said waste.

HAZARDOUS SUBSTANCES AND CONSTITUENTS. Client agrees to advise us upon execution of this Agreement of any hazardous substances or any condition existing in, on, or near the site presenting a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it comes available to the attention of Client in the future. By virtue of entering into this Agreement or of providing services hereunder, we do not assume control of or responsibility for the site or the person in charge of the site or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment. In connection with hazardous waste, Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify Spectrum from and against any and all claims and liabilities resulting from:

(a) Client's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;

City of Pelham
CCTV and Heavy Cleaning
Proposal No. 22-1291

(b) Client's undertaking or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;

(c) Allegations that Spectrum is a handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law.

CONTAMINATED EQUIPMENT. All laboratory and field equipment contaminated in performing our services will be decontaminated prior to the completion of the project. All decontamination shall be done at the client's facility. Waste derived from decontamination will become the property of the client. Any laboratory or field equipment, which cannot be reasonably decontaminated, shall become the property and responsibility of Client. All such equipment shall be disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment, which cannot reasonably be decontaminated.

UNFORESEEN OCCURRENCES. If during the performance of services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in our sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to that notification, Spectrum may

(a) If practicable, in our sole judgment, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal;

(b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or

(c) Terminate the services effective on the date specified by us in writing.

CLAIMS. In the event that either party hereto makes claim against the other party at law or otherwise, which is not to be resolved by Arbitration as provided herein the non-prevailing party shall pay all costs incurred by the other party in regard to the claim, including, without limitation, personnel-related costs, and other claim-related expense, including without limitation, costs, fees and expenses of experts.

DOCUMENTS. Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by us as instruments of service pursuant to this Agreement shall be our sole property. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by us pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without our prior written permission. If Client uses all or any portion of our work on another project without our permission, Client shall to the maximum extent permitted by law save us harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document we deliver to Client shall be reproduced or distributed, whether for advertising or any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to Spectrum

FIELD REPRESENTATIVE. The presence of our field personnel either full or part-time will be for the purpose of providing observation and field-testing of specific aspects of the project. Should a contractor not otherwise engaged by Spectrum be involved in the project, our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by us shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that we will not be responsible for job or site safety on the project and that we do not have the right to stop the work of the contractor.

DISPUTE RESOLUTION. Any dispute (excluding the collection of any outstanding invoice which was not objected to by client within the fourteen day period described above) arising out of, or relating to, this Agreement which cannot be resolved by the parties will be settled by arbitration, which will be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitration of the dispute. Either party may initiate arbitration by providing to JAMS written demand for arbitration (with a copy to the other party), a copy of this Agreement and the administrative fee required by JAMS. The written demand for arbitration shall be sufficiently detailed to permit the other party to understand the claim(s) and identify witnesses and relevant documents. Except for the administrative fees required to commence the arbitration or file any counterclaims, the costs of the arbitration, including arbitrator's fees, shall be shared equally by the parties; provided, however, that each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorney's fees). The arbitration will be held in Birmingham, Alabama. The arbitrator has no authority to award any indirect, incidental, special, punitive, or consequential damages, including damages for lost profits. The arbitrator's decision shall follow the plain meaning of the Agreement and shall be final, binding, and enforceable in a court of competent jurisdiction. If either party fails to comply with the dispute resolution process set forth herein (including without limitation, non-payment of an arbitration award) and a party is required to resort to court proceedings to enforce such compliance, then the non-complying party shall reimburse all of the costs and expenses incurred by the party requesting such enforcement (including, but not limited to attorney's fees).

SEVERABILITY. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect and binding upon the parties thereto.

SURVIVAL. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereon shall remain in full force and effect binding upon the parties hereto.

INTEGRATION. This Agreement and the documents attached hereto and which are incorporated herein constitutes the entire Agreement between the parties and cannot be changed except by a written instrument signed by both the parties.

GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Alabama.



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 Spectrum Industrial Services, Inc. (Spectrum) (herein called the CONSULTANT). Agreement concerns the Inspection Services for Sanitary Sewer CCTV and Cleaning 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: Inspection Services for Sanitary Sewer CCTV and Cleaning

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 4th day of April, 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 60 calendar days from the date of this contract.

Section 4. General Provisions

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

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

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

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

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

- (1) CITY: City of Pelham
Andre' Bittas, Director
Development Services and Public Works
3111 Cummins Street
Pelham, Al 35124
P: 205-620-6413
abittas@pelhamalabama.gov
- (2) CONSULTANT: Spectrum Industrial Services, Inc. (Spectrum)
Robert Kirkland
85 Spectrum Cove
Alabaster, Al 35007
(205) 664-2000
rkirkland@specenviro.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 One Hundred Six Thousand Three Hundred Seventy dollars (\$106,370.00). Any additional fees must be approved by the CITY in writing prior to performance of additional work and shall be in accordance with the attached schedule of standard charges.

Section 6. Terms and Conditions

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

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONSULTANT, and the CITY may

withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONSULTANT is determined.

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

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

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

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

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

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

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

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

(h) *Publication, Reproduction, and Use of Material.* No material produced in whole or in part under this contract shall be subject to copyright by or on behalf of the CONSULTANT in the United States or in any

other country. The CITY shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract.

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

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

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

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

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

Section 7. Additional Services of CONSULTANT

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

Section 8. Tax Responsibilities of CONSULTANT

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

but not limited to, the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax, and applicable state and local income taxes.

Section 9. Non-Exclusive Contract

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

Section 10. Independent CONSULTANT Relationship

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

END OF PAGE 5

SIGNATURES ON FOLLOWING PAGE

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

By: _____

Consultant's Representative

ATTEST:

By: _____
City of Pelham

ATTEST:

RESOLUTION 2022-05-09-06

Authorizing an Agreement with CMH Architects, Inc. to Provide Additional Engineering and Architectural Services Related to Pelham City Hall Renovations

WHEREAS, the Pelham City Council approved Resolution 2020-12-21-04 and Resolution 2021-10-18-10 authorizing agreements with CMH Architects, Inc. to provide professional engineering and architectural services related to the Pelham City Hall renovations in the total amount \$290,212.00; and

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to enter into a professional services agreement with CMH Architects, Inc. for additional engineering and architectural services related to Pelham City Hall renovations.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the Mayor, on behalf of the city, to enter a professional services agreement with CMH Architects, Inc. for additional engineering and architectural services related to the renovations of Pelham City Hall in an amount not to exceed \$72,553.00 as outlined in the Request for Additional Services Agreement dated March 14, 2022. Said Agreement shall become a permanent part of this Resolution.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-05-09-06 be given vote, and said resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 9th day May 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 9th day May 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 9th day May 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



MEMORANDUM

To: Andre' Bittas

Cc:

From: Chris Cousins

Date: April 25, 2022

Subject: Pelham City Hall – Additional A/E Services
Munis Acct No. 1005030-550199
Project No. 5322002

Attached is the proposal from CMH Architects for additional architecture and engineering services on the City Hall project. This proposal is for additional work identified in Hixson Consultants' envelope assessment. The envelope assessment has been planned as part of the City Hall project and was scheduled to be performed after demolition of interior walls, ceilings, etc. This allowed for an unobstructed evaluation of the building envelope. The primary elements of the additional work will include a new roofline, corrections to the front porch, and interior flashing around window casements. The total amount of additional A/E services is \$69,053.

There are additional fees not included for the above work for electrical circuiting for the new ventilation system if new panels are required and electrical circuiting, if approved, for new lighting for the art wall. If approved, the total of the two additional circuiting is \$3,500.

The total for all additional work, if approved, is \$72,553. This additional work will not require a budget amendment as the FY22 budget amount will cover the total additional work. I am requesting that this proposal be placed on the Council agenda for consideration.



1800 International Park Drive
Suite 300
Birmingham, AL 35243

205 / 969-2696
info@cmharch.com
www.cmharch.com

Renovations to Pelham City Hall Pelham, Alabama	Envelope Assessment Recommendations & Associated Fees
Job #: 1747	
Date: 03/29/22	

VIA EMAIL
abittas@pelhamalabama.gov

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

RE: Renovation of City Hall – REQUEST for Additional Services – 03-29-22
Pelham, AL
CMH Proposal No. 1747/G1

ENVELOPE ASSESSMENT RECOMMENDATIONS:

See HCI's Pelham City Hall Site Report dated 03-04-22 AND Photo Captioned Report dated 03-14-22 which are inserted at the end of this document. We have also included Structural's last two Site Reports.

Our recommendations are as follows:

- 1. CUPOLA REMOVAL** – CMH recommends removing the cupola and repairing the decking / roof as directed in the following information.
- 2. EXISTING FLAT ROOF AREAS** – CMH recommends that the flat roof areas have the membrane and whatever existing underlayment removed and then frame a new roof slope with a minimum slope of 3:12 on top of the existing plywood decking. We suggest a new synthetic underlayment (specified by HCI) along with ice and water shield @ all of the valleys, ridges, hips, vertical wall joints, and all other areas specified by HCI and a new dimensional asphalt shingle roof.
- 3. SLOPING SHINGLE ROOF AREAS** – CMH recommends that all of the existing asphalt shingle roof and associated underlayment be removed down to the existing plywood decking. We suggest a new synthetic underlayment (specified by HCI). We also recommend an ice and water shield @ all the typical required areas and then install a new dimensional asphalt shingle roof.
- 4. PLYWOOD DECKING REPLACEMENT** – Given the noticeably damaged areas and history of water intrusion of the existing roof, we expect that there will be some areas that will require replacement of the roof decking before the new roof is to be installed. Any damaged existing decking needs to be replaced.

5. **FASCIA, DECKING, & EDGE FLASHING @ ROOF PERIMETER** – At the perimeter of the existing roof edge, there are several areas where the roof decking is a few inches short of the existing fascia. The fascia stops short of the end of the roof also. The whole fascia and soffit are damaged from water intrusion issues over the years and need to be removed and replaced. The existing gutters & downspouts need to be removed. New fascia, roof decking, and soffit need to be installed at the perimeter of the building. The damaged fascia for the dormers needs to be removed and replaced as well.
6. **NEW GUTTERS & DOWNSPOUTS** – With the removal and remediation of the fascia & decking, the building needs new gutters and downspouts to be installed. The gutters and downspouts installed currently also do not meet the drainage requirements of the roof as it stands right now. The new gutter needs to be 7" x 7" minimum, with a downspout for every 40 linear feet of gutter for a minimum of 16 downspouts, with the downspouts being a minimum of 4" x 6" and (at least on 3 sides of the building) be tied to the new recommended French Drain system mentioned below.
7. **NEW FRENCH DRAIN SYSTEM CONNECTED TO NEW DOWNSPOUTS** – The new downspouts mentioned above on the North, East, and partial South Elevation needs to be connected to the new French Drain system recommended and specified by HCI. These French drains can spill to grade when daylighting at the areas specified by HCI.
8. **ROOF DRAINS & ASSOCIATED PIPING** – The existing roof drains and associated piping / downspouts are to be removed. Any damage associated with the drains & piping or their removal needs to be repaired.
9. **LOUVERS, SOFFIT VENTING, & NEW FANS** – The existing louver vents need to have the aluminum louver replaced with a stormproof louver approved by HCI. There are 7 of these louvers currently on the existing roof. Any rotten / damaged wood in and around these louvers need to be repaired. As stated in #5, the existing soffit needs to be replaced. New soffit vents will be installed when this is replaced.
10. **FRONT PORCH & SLAB / DECKING WATERPROOFING / PAVERS OPTIONS & ASSOCIATED RAMIFICATIONS WITH STAIRS & RAMP** – The pavers on the porch need to be removed to assess the condition of the slab underneath. There is significant evidence of water intrusion on the underside of the metal decking underneath this porch. There is evidence that the joist seats of the joists holding the deck and slab up are deteriorating. It is possible that the bases of the columns are deteriorating as well. The decking at the columns and along the steel beam show signs of significant water intrusion from above. There are a couple of different options for remediating these issues.
 - A. We know we need to remove the pavers to review the conditions under them, with the concrete slab, the existing waterproofing, and the bases of the columns
 - B. One option is after the pavers are removed, we do what is necessary to waterproof around the column bases (if they are in sufficient condition to remain), apply new waterproofing to the top of the slab, re-apply the pavers, sufficiently apply new sealants @ all joints between the pavers and the brick
 - C. Another option is to remove the pavers and existing waterproofing down to the concrete slab. Then prepare the slab to be ready to apply new waterproofing. Depending on the condition of the bottom of the columns, we may have to cut the bottom of the columns off, temporarily shore the porch roof, then pour a new concrete slab over the new waterproofing over the existing concrete slab, then apply new base plates for the existing columns to attach to the new slab, and then apply new column covers. The advantage of this option is that we can eliminate the awkward 2"-3" step at the existing front door. This requires demolition of the existing stairs. We then build new stairs and railings for the porch. The ramp slope would intrude into the porch a few feet to create the require slope & distance. The ramp would get new railings also.
11. **NEW WINDOWSILLS, SEALANT, & FLASHING** – HCI has recommended a method of sealing the existing windows from the interior side without removing the windows (except for the dormer windows – they recommend that since we are already installing a new roof and flashing that these windows be removed, flashed and sealed, and reinstalled). This window sealing remediation

involves installing a new 2x wood sill plate, new Jamsill Guard, and new sealant. See HCI for the recommended installation process for this process. For the dormer windows, remove these windows, flash around the perimeter, install new 2x sill plate, new Jamsill product, sealant, and reinstall the windows. Also see HCI for recommended installation process.

12. **MASONRY REPLACEMENT / RE-POINTING** – HCI recommends replacing and/or re-pointing the brick in several areas listed in their Envelope Assessment Report. These areas are generally associated with water intrusion issues. Remediation to the source of this water intrusion needs to be completed before the areas in questions are corrected. See report from HCI.
13. **SEALING OR PAINTING THE BRICK** – CMH recommends for the brick to be sealed / painted. If the owner chooses to seal the brick instead of painting, HCI will recommend a product. Since we are already installing a new roof, fascia, gutters, downspouts, front porch, front stairs, and railings, painting the brick would make the city hall look like a new building. The paint would also help with the water intrusion issues previously discussed.

DRAWINGS EFFECTED:

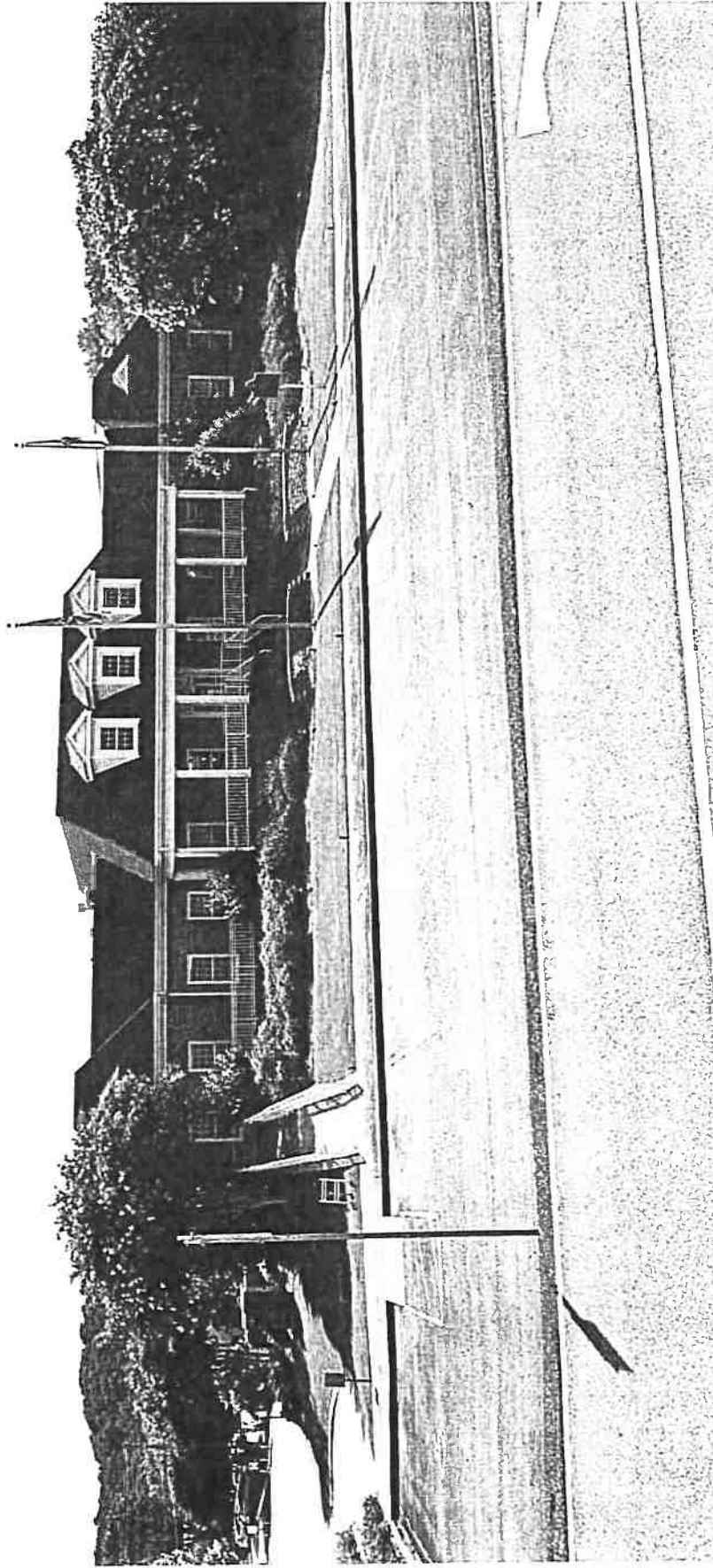
Below is a list of the drawings effected by the revisions listed above. There could be a few other drawings effected that are on not the list below. We will know more once we get all the information from our consultants:

1. C1.0 – CIVIL PLAN – location and installation of the new French Drain system, downspouts, front porch & stairs
2. A1.0 – SITE PLAN – location and installation of the new French Drain system, downspouts, front porch & stairs
3. A2.1b – DEMOLITION PLAN – Demolition of existing ramp & railing, pavers, railings, etc
4. A2.1d – DEMOLITION PLAN (NEW SHEET) – demolition of the cupola & flat roof areas
5. A2.2b – MAIN FLOOR PLAN – new stair / ramp railing, stairs, column covers, pavers or score pattern, downspout locations
6. A2.6a – ROOF PLAN (NEW SHEET) – new sloped roof plan, gutters, downspout locations
7. A2.6b – ROOF DETAILS (NEW SHEET) – new roof details
8. A3.0a – ELEVATIONS (NEW SHEET) – elevation demolition information, new elevations of fascia, gutter, downspouts, front porch, front stairs & railings
9. A3.0b – ELEVATIONS (NEW SHEET) – new details/ sections for the new fascia, gutter, downspouts
10. A3.0c – ELEVATIONS (NEW SHEET) – new details/ sections for the new front porch, front stairs & railings
11. Structural sheets for new roof framing, new front porch & columns, remediation of the existing rusting deck / rotting joist seats, etc
12. Mechanical sheets for new attic venting fans & soffit venting
13. Electrical sheets for new circuiting for new attic venting fans, thermostat, and humidistat
14. Plumbing – no drawings effected – time below is included for review of the downspout / gutter sizing / downspout spacing & locations

SCOPE OF WORK:

Structural Engineer's Scope of Work:

- Item 2: SDG scope for this item would include the following:
 - A framing plan for the new trusses at the roof
 - Sections and details for the connection of the new truss to the existing roof. This would be for all the areas shown.
 - Information about updating connections between existing truss and existing walls. While on site last week, we noticed that the connections between trusses and between the trusses/walls were not uniform. Some of the trusses had uplift anchors and some did not. Since we are increasing the overall height of the roof, we will be increasing the lateral load on these connections and we will need to make sure their connections are adequate.
- Item 10: SDG scope for this item would include the following:
 - Detail for fixing the deteriorated existing joist seats

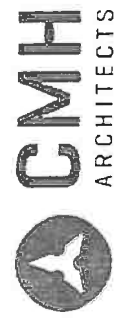


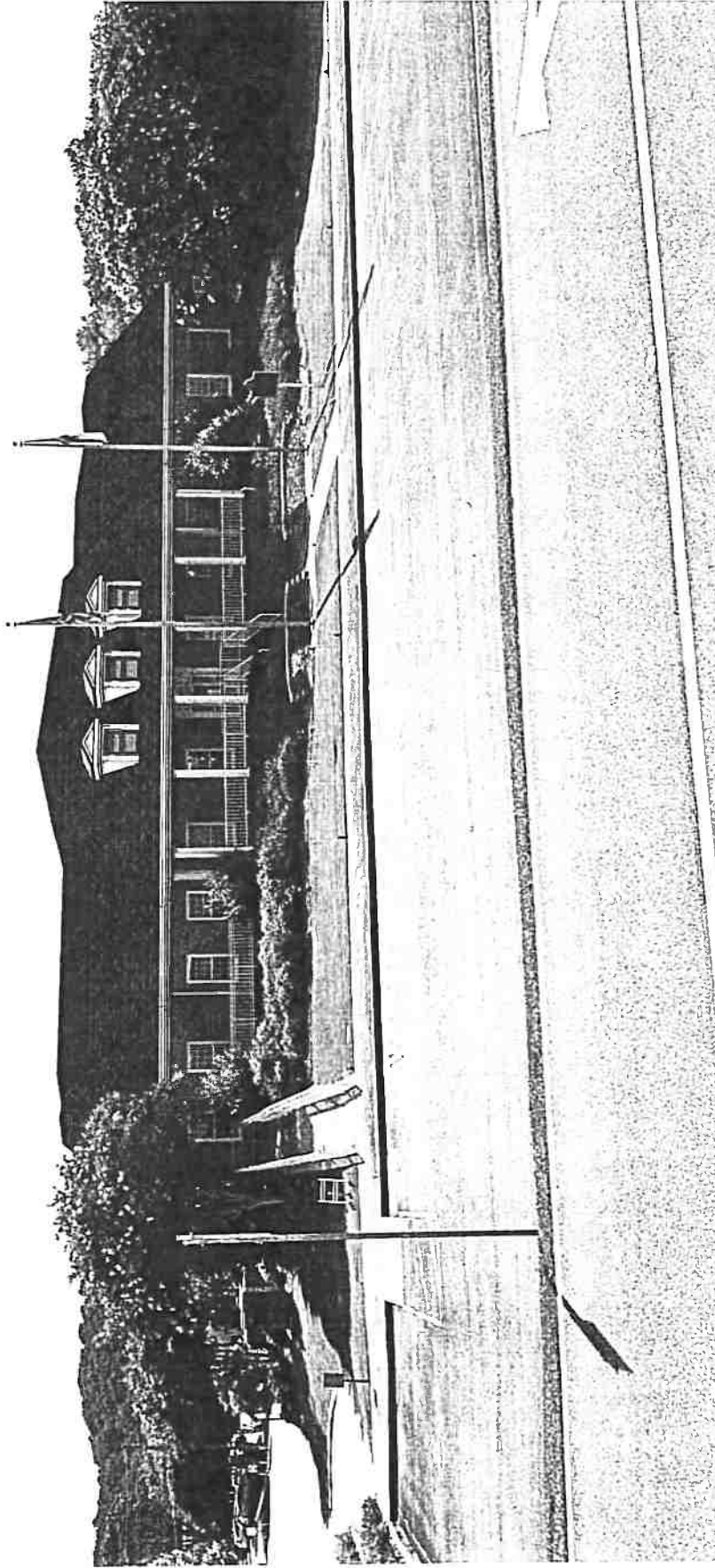
Existing Roof (view from Pelham Parkway)

Pelham City Hall 3D Diagram Roof Study

Pelham, Alabama

CMH #1747 • March 24, 2022





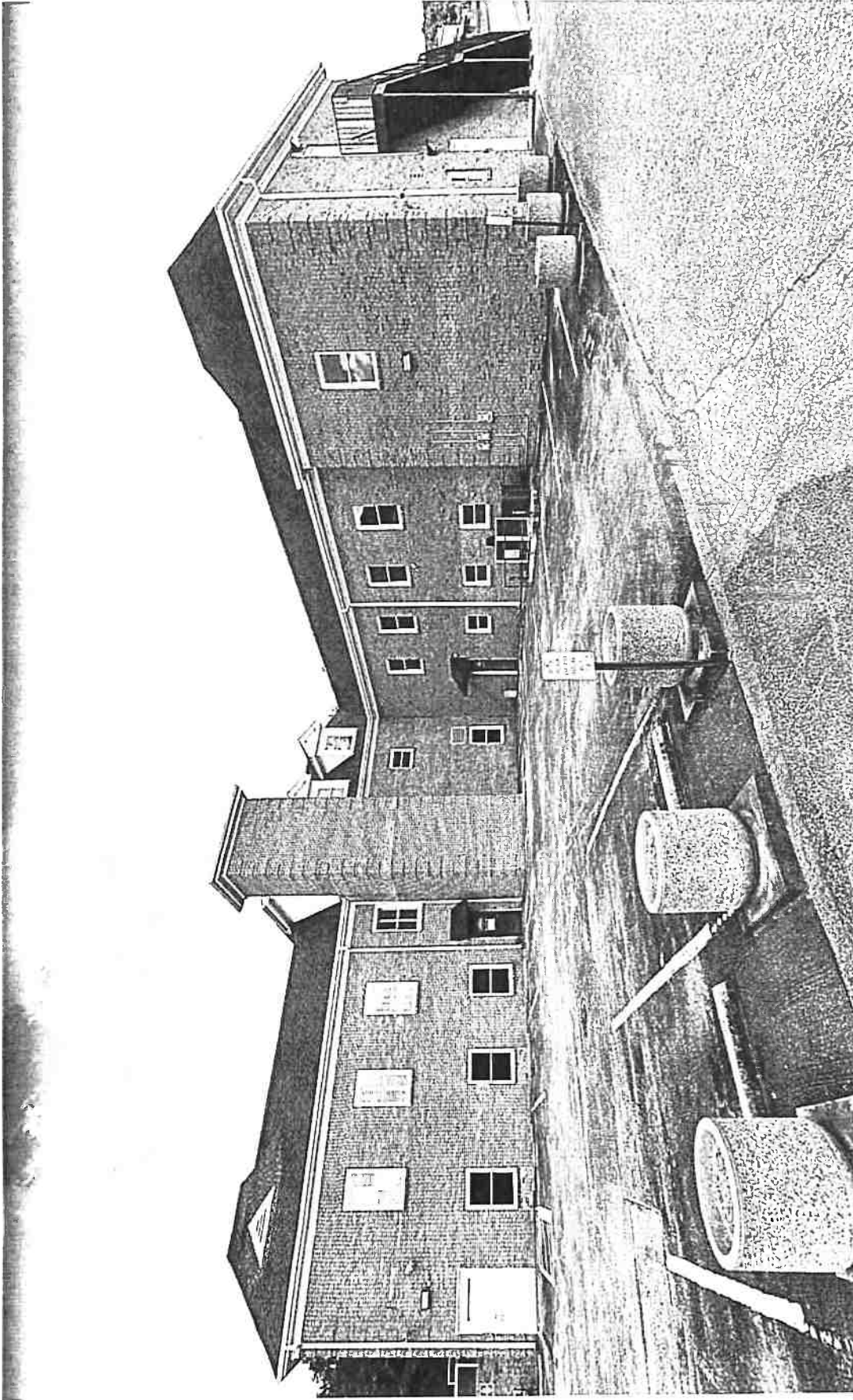
Proposed Roof Addition (view from Pelham Parkway)

Pelham City Hall 3D Diagram Roof Study

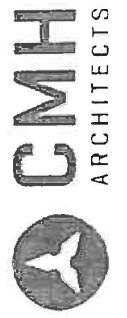
Pelham, Alabama

CMH #1747 • March 24, 2022





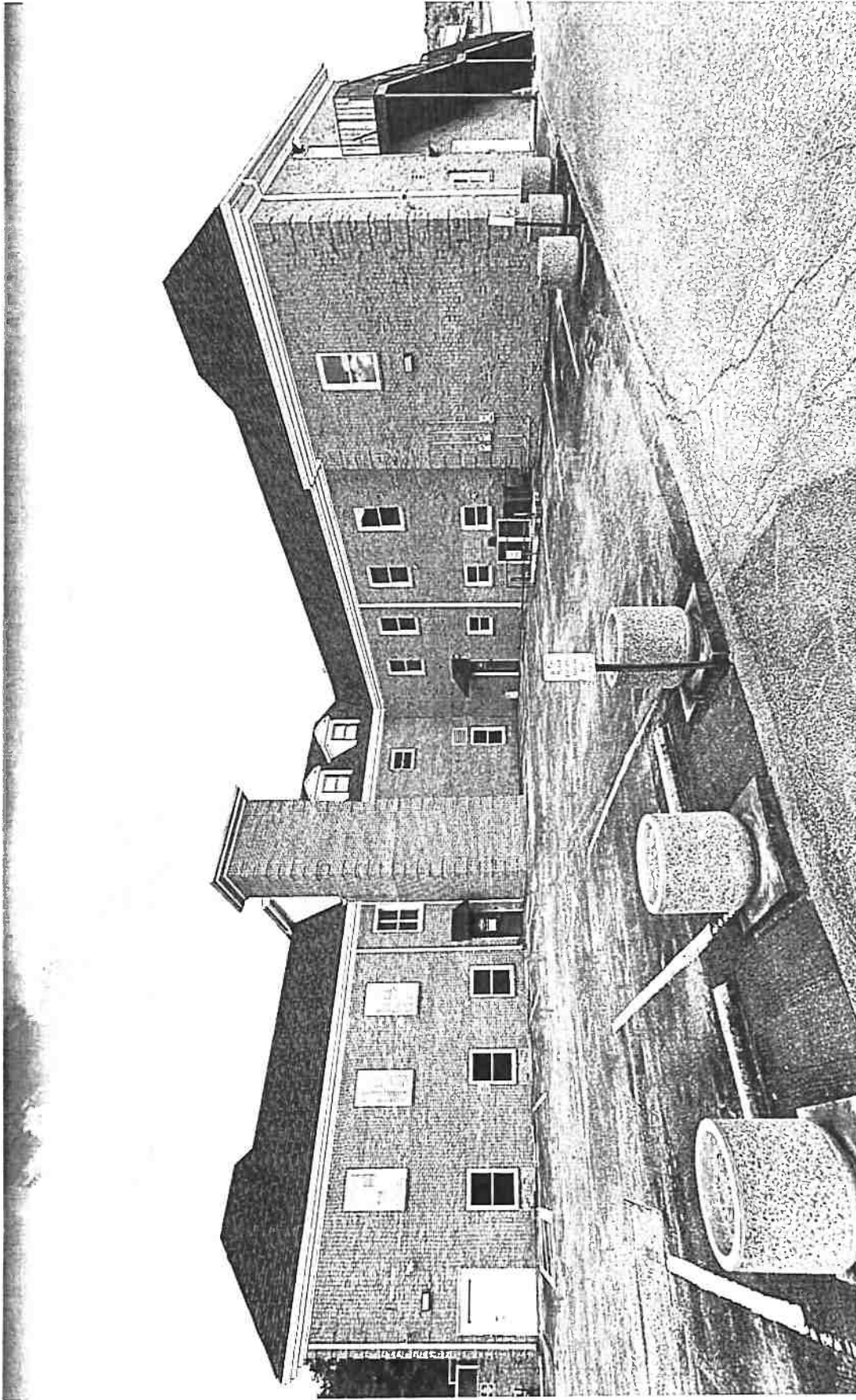
Existing Roof (view from Church St.)



Pelham City Hall 3D Diagram Roof Study

Pelham, Alabama

CMH #1747 • March 24, 2022



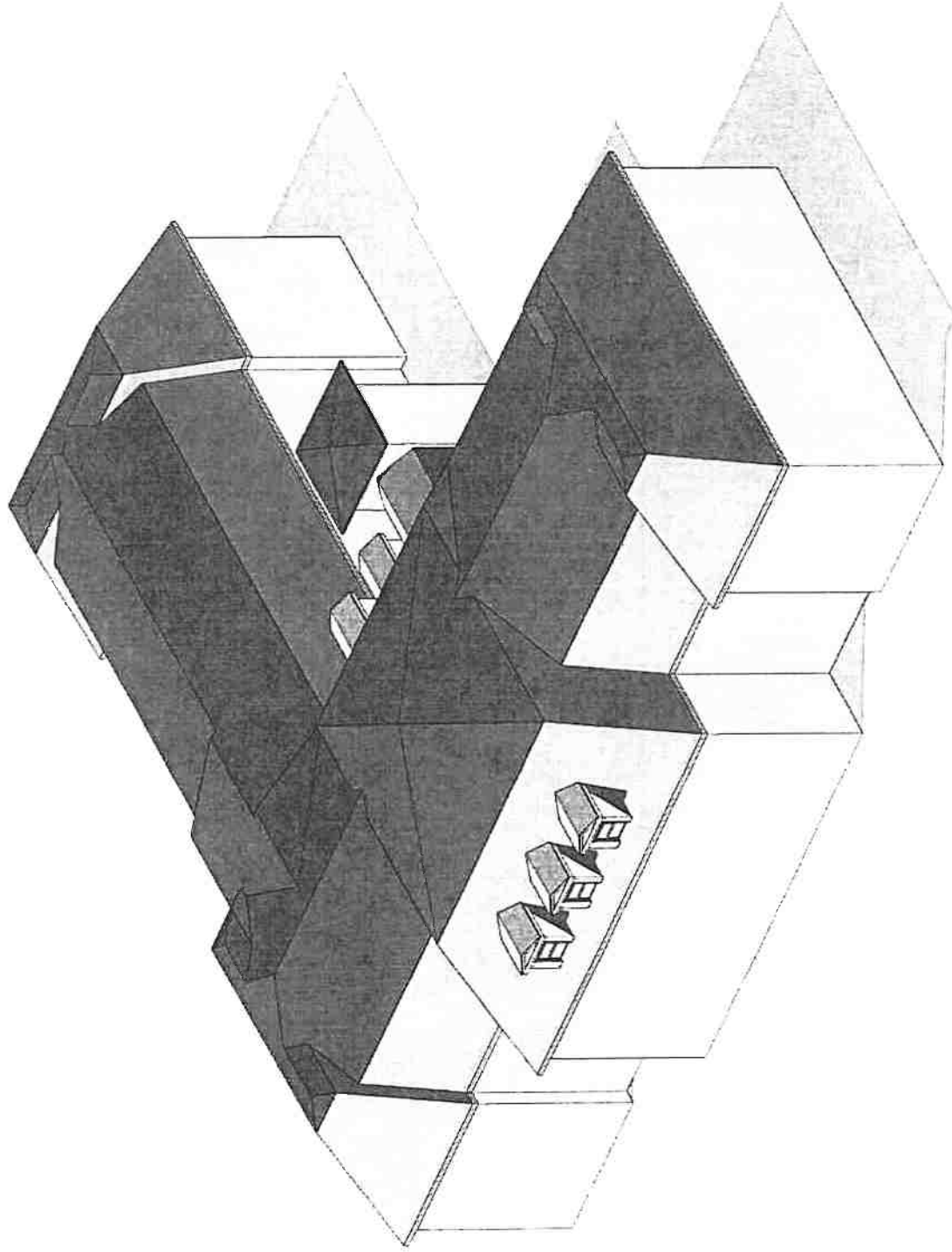
Proposed Roof Addition (view from Church St.)

Pelham City Hall 3D Diagram Roof Study

Pelham, Alabama

CMH #1747 • March 24, 2022





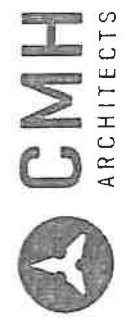
Aerial view facing NE corner of building

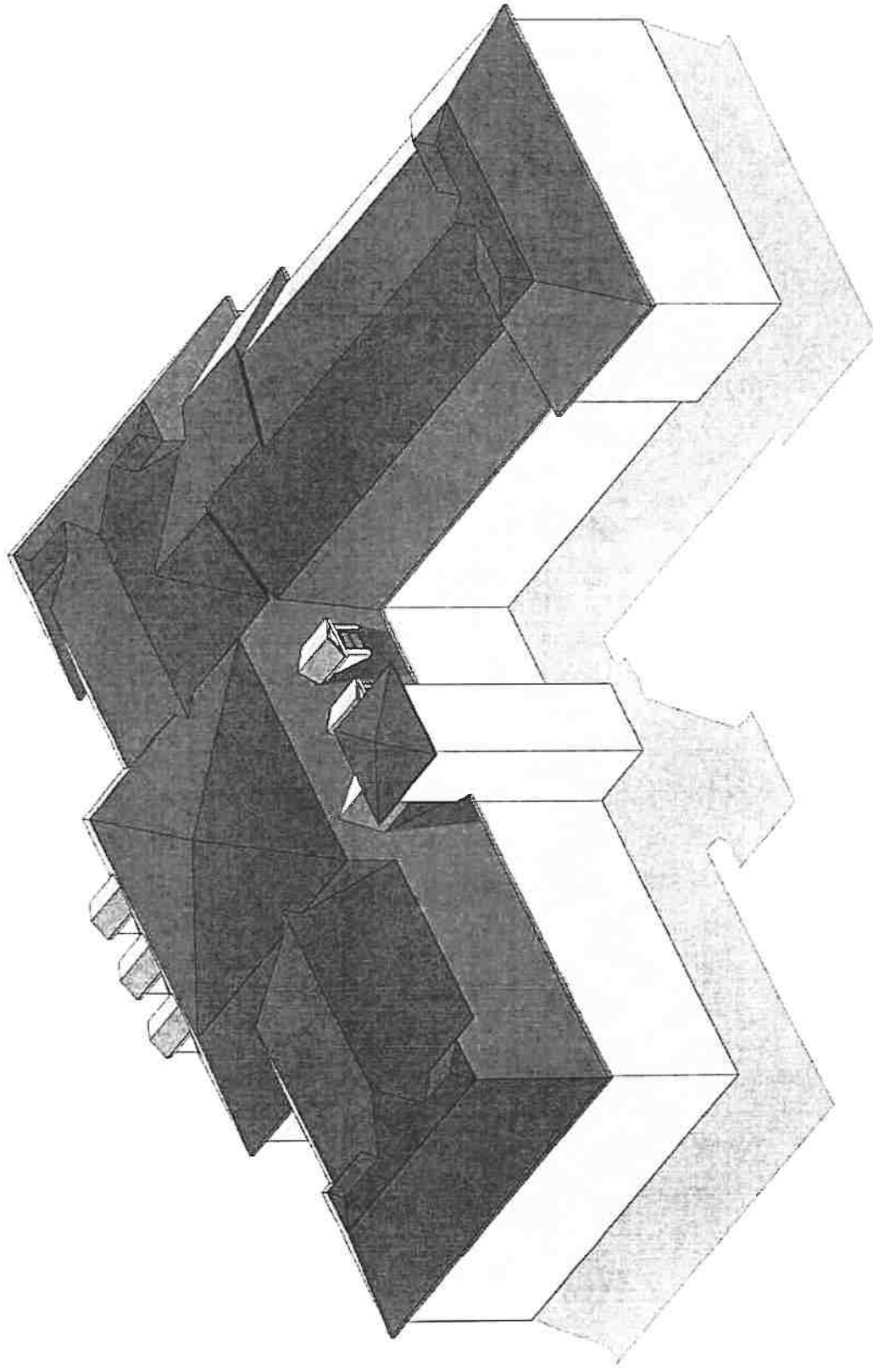


Pelham City Hall 3D Diagram Roof Study

Pelham, Alabama

CMH #1747 • March 24, 2022





Aerial view facing NW corner of building

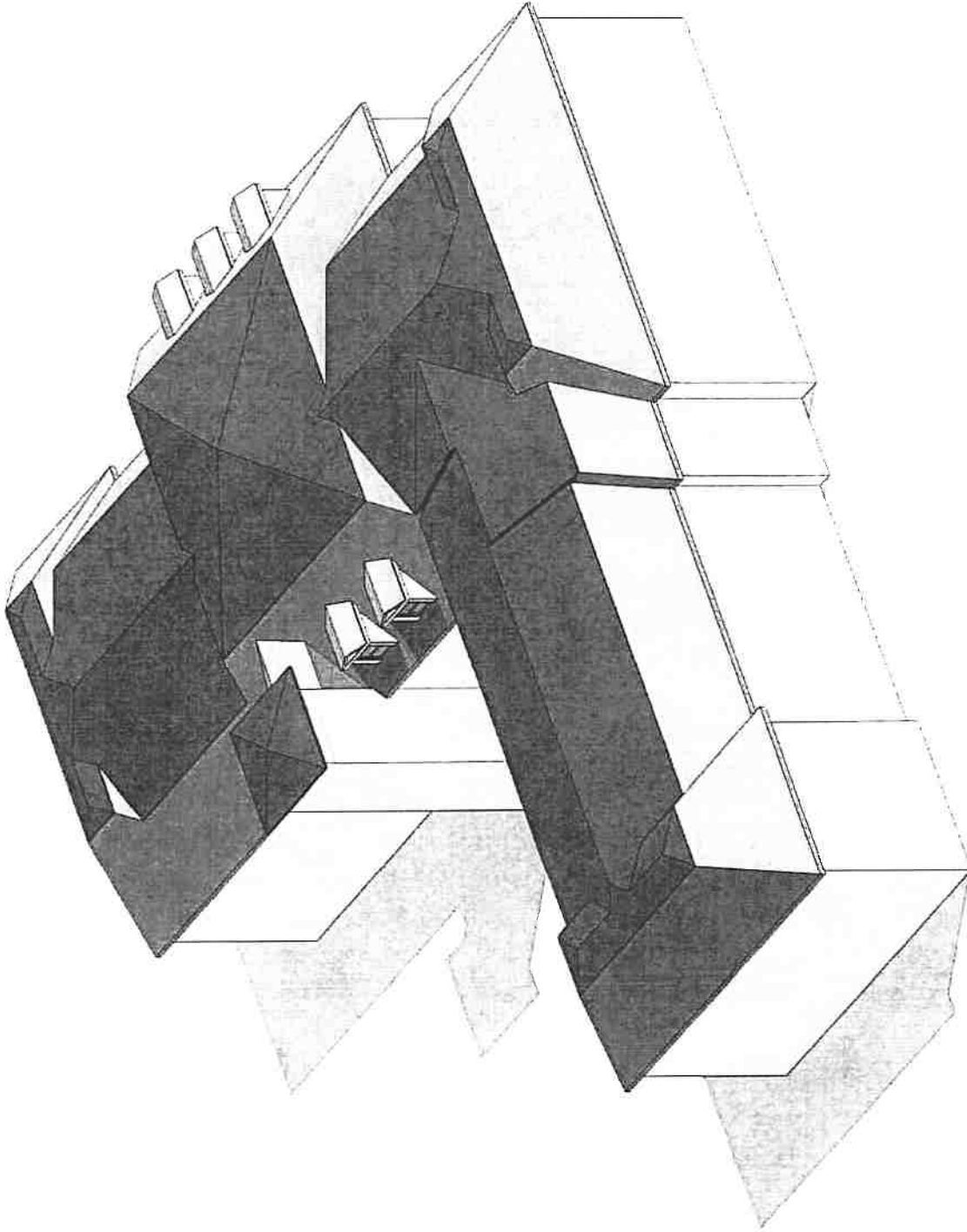
-  Existing Roof
-  Added Roof

Pelham City Hall 3D Diagram Roof Study

Pelham, Alabama

CMH #1747 • March 24, 2022





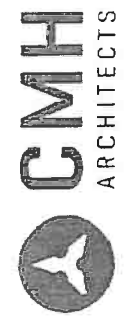
Aerial view facing SW corner of building

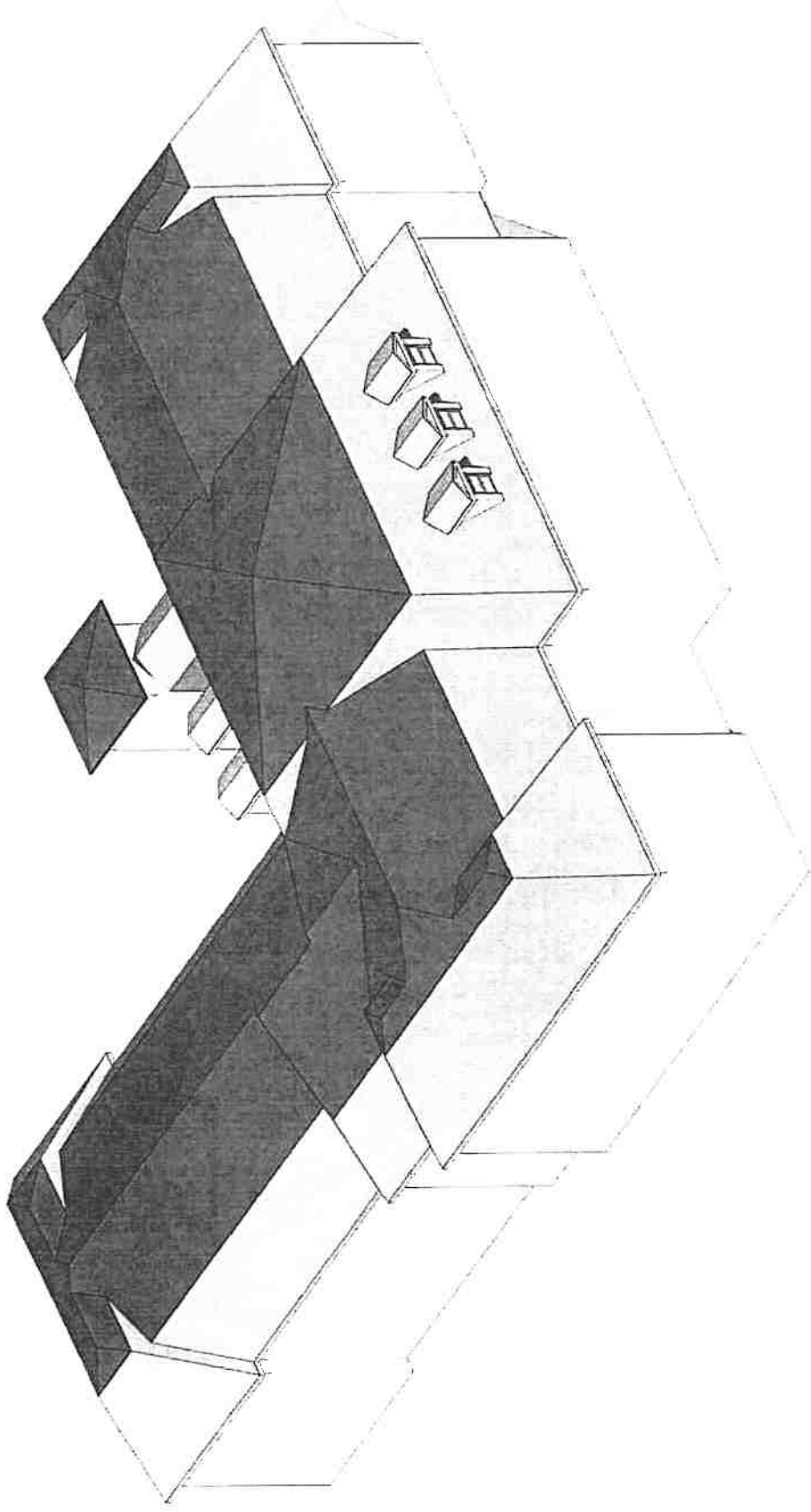
-  Existing Roof
-  Added Roof

Pelham City Hall 3D Diagram Roof Study

Pelham, Alabama

CMH #1747 • March 24, 2022





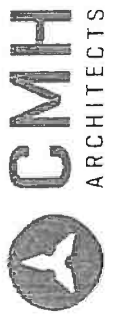
Aerial view facing SE corner of building

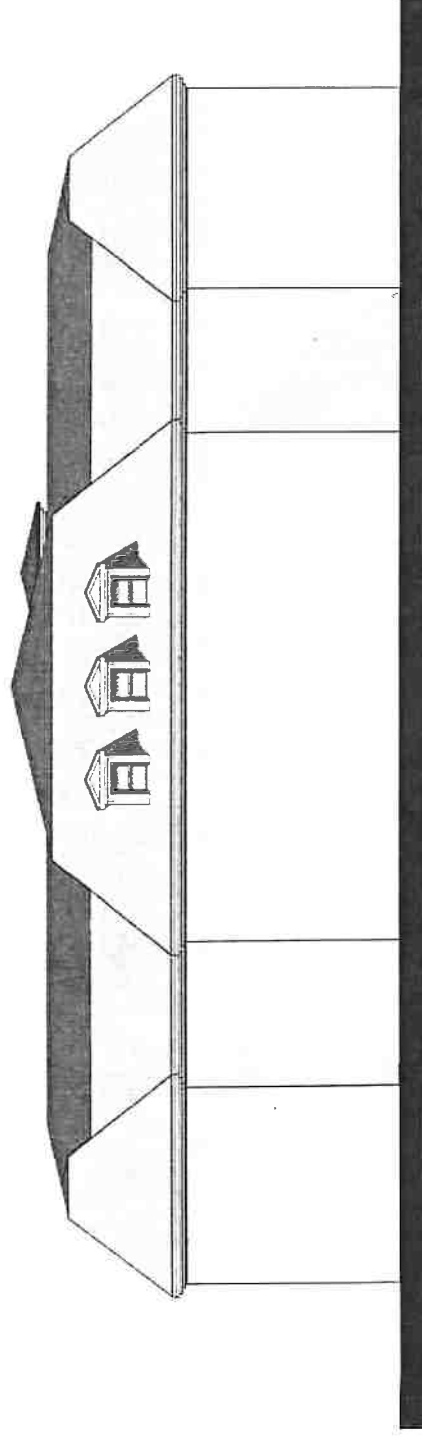


Pelham City Hall 3D Diagram Roof Study

Pelham, Alabama

CMH #1747 • March 24, 2022





Front Elevation from Pelham Parkway (Not to Scale)

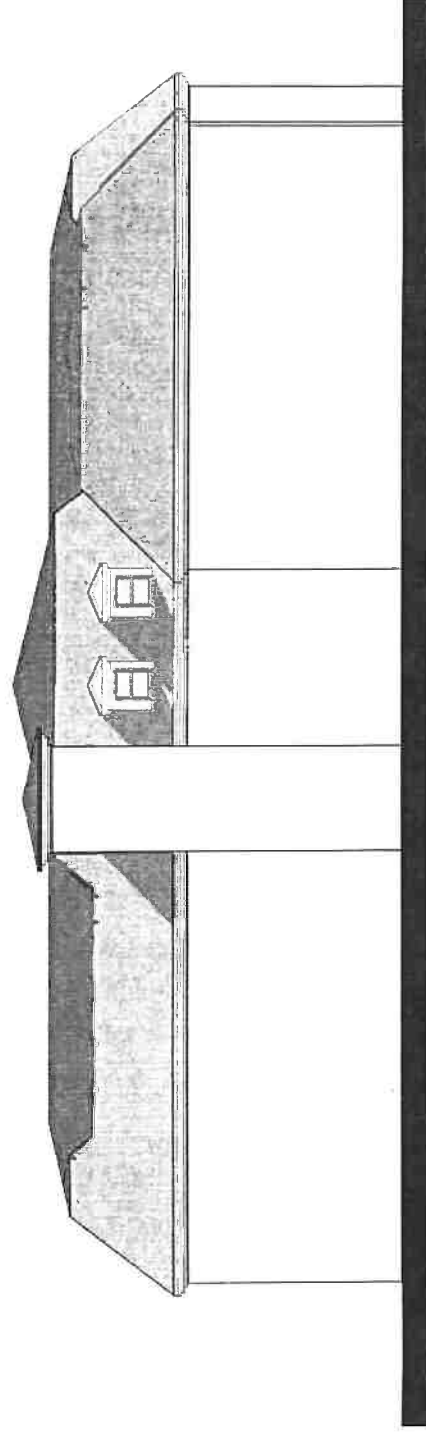
-  Existing Roof
-  Added Roof

Pelham City Hall 3D Diagram Roof Study

Pelham, Alabama

CMH #1747 • March 24, 2022





Rear Elevation from Church Street (Not to Scale)

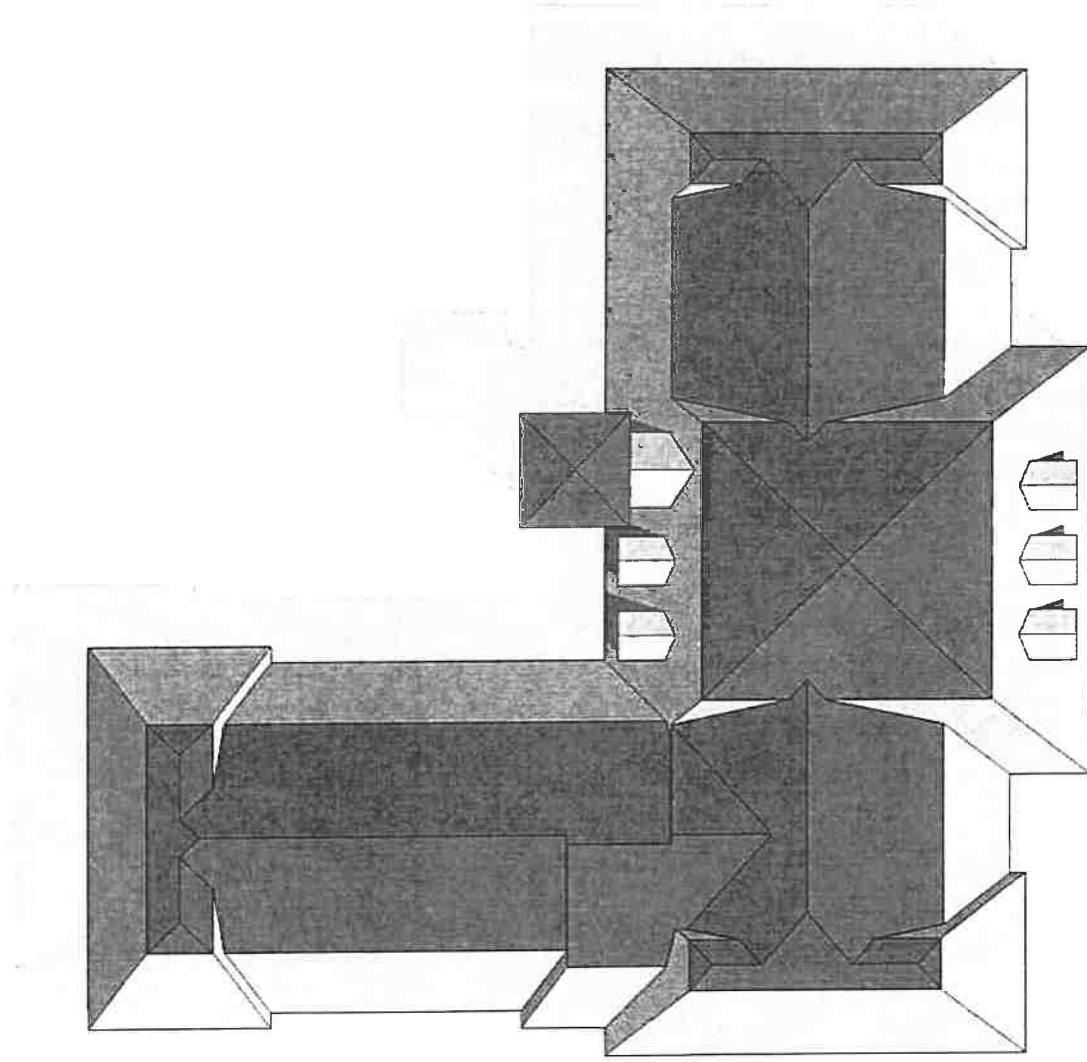
-  Existing Roof
-  Added Roof

Pelham City Hall 3D Diagram Roof Study

Pelham, Alabama

CMH #1747 • March 24, 2022





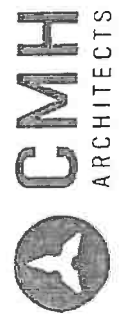
Roof Plan (Not to Scale)

- Existing Roof
- Added Roof

Pelham City Hall 3D Diagram Roof Study

Pelham, Alabama

CMH #1747 • March 24, 2022



RESOLUTION 2022-05-09-07

Authorizing a Summer Marketing Campaign in Association with WBRC FOX 6

WHEREAS, the Pelham City Council has found and determined it serves a public purpose to promote and showcase the beauty, charm and uniqueness of Pelham, Alabama as a travel destination during the Summer of 2022 in the Central Alabama region; and

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the Mayor, on behalf of the city, to enter into a marketing agreement with WBRC FOX 6 to secure the title sponsorship in WBRC FOX 6's *Summer Staycation Sweepstakes* from May 27, 2022 through July 29, 2022 in an amount not to exceed \$15,000.00.

BE IT FURTHER RESOLVED the Pelham City Council agrees that such a campaign will give the city the exposure it needs to begin cementing its brand identity as a recreation destination in the southeastern United States.

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

BE IT FURTHER RESOLVED title sponsorship in WBRC FOX 6's *Summer Staycation Sweepstakes* is funded in the Communications and Branding FY2022 budget.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-05-09-07 be given vote, and said resolution passed by majority vote of the Council present, and the Council President declared the same passed and adopted.

ADOPTED this 9th day of May 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 9th day of May 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 9th day of May 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager

FROM: Ainsley Allison

CC: Chaney Mills, Hal Brown, Steve St. John

DATE: 4/29/2022

SUBJECT: Marketing Campaign with WBRC FOX 6

WBRC FOX 6 is running a Summer Staycation Sweepstakes campaign from May 27th-July 29th. The City of Pelham has a real opportunity to connect with FOX 6 viewers and show them the beauty and uniqueness of our city as people are looking for destinations closer to home this summer due to high gas prices.

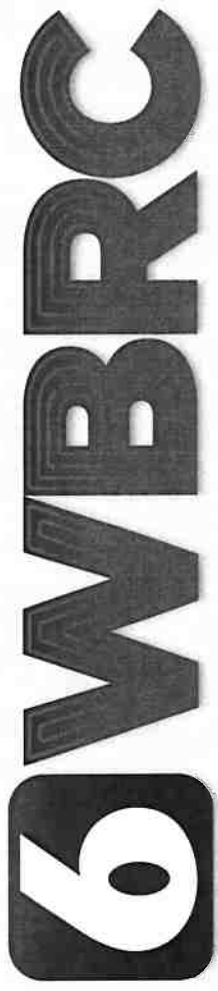
The proposal is attached to this memo. I am recommending we secure the title sponsorship for this two month promotion. FOX 6 is #1 in this television market and produces the most hours of news coverage, along with its digital assets.

The timing couldn't be better to promote our new brand story and all we have to offer in terms of recreation and entertainment. Pelham is already scheduled to be in the international spotlight during The World Games in July. It is our hope to capture that even larger audience while they are here watching TWG.

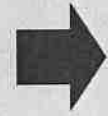
Due to the timing of the campaign, I respectfully request a resolution authorizing this sponsorship agreement be added to the City Council agenda for Monday, May 2, 2022. I am happy to provide additional information, if needed.

Thank you.

Ainsley Allison



SUMMER STAYCATION *Sponsorship!*



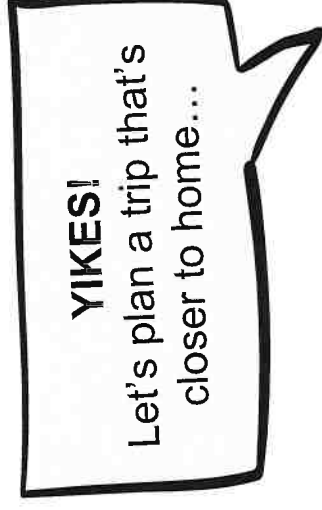
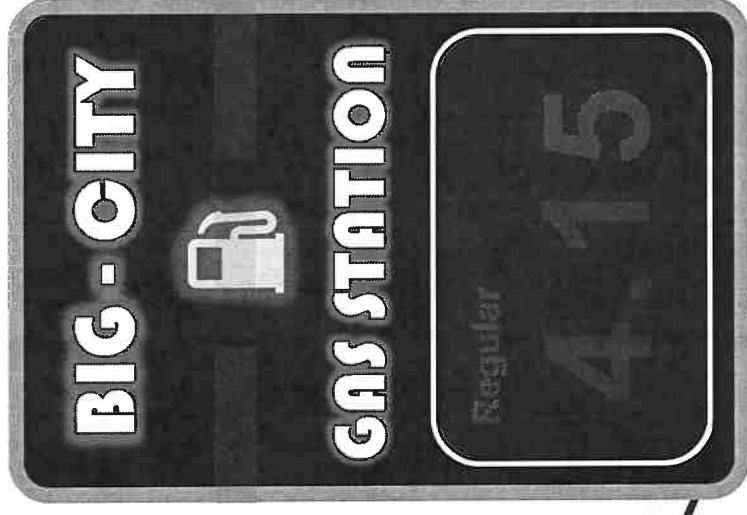
Here is where your trip begins...



The Price of Gas Effects Travel...

- Almost 60 percent of American travelers say that the current increased cost of gas will impact their decision to travel over the next six months.
- Covid and American Travel Sentiment survey.
- “This increased expense might not only limit the number of trips travelers take, **but also lead to selecting destinations closer to home.**”

- Amir Eylon, president and CEO of Longwoods International



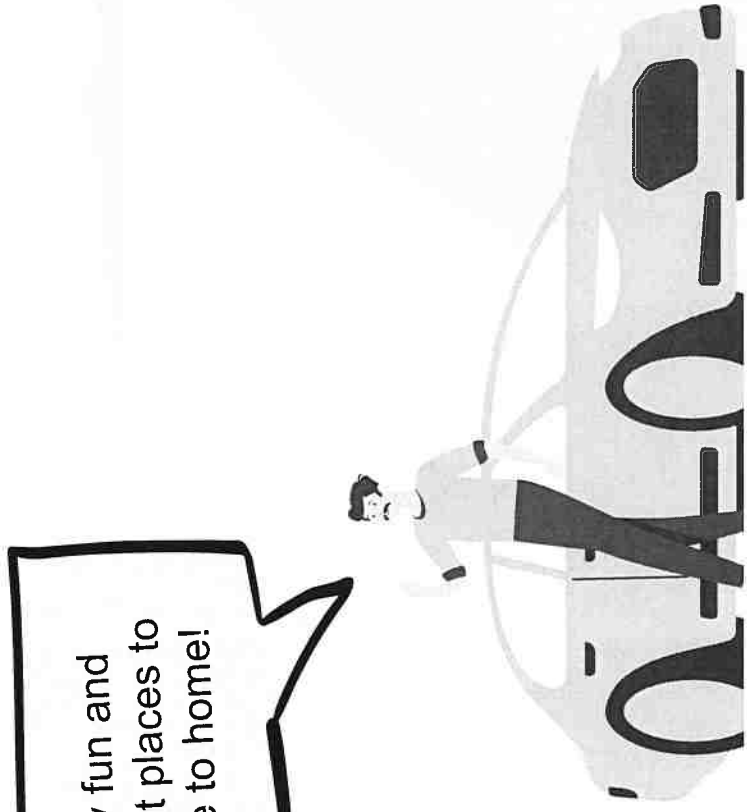
CAPITALIZE ON THE STAYCATION TRAVEL!

We want to help connect our viewers with the beauty, charm and uniqueness of Central Alabama and help local businesses and destinations benefit from the new demand for close to home trips and experiences!

WBRC will be promoting businesses like yours to our expansive network of viewers both on air and online to...

DRIVE MORE INTEREST AND FOOT TRAFFIC TO YOUR LOCATION!

So many fun and
convenient places to
visit close to home!



WBRC VIEWERS ARE EXPERIENCE SEEKERS!



Family Focused

252,000

of our online viewers
categorized as family oriented.



Travel Buffs

257,000

of our online viewers are
considered avid travelers.



Outdoor Enthusiasts

247,000

of our online viewers identified
as loving the outdoors.



Foodies

177,000

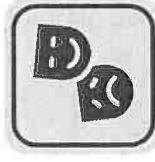
of our online viewers are
considered foodies.



Shutterbugs

178,000

of our online viewers
love taking pictures.



Art/Theater Buffs

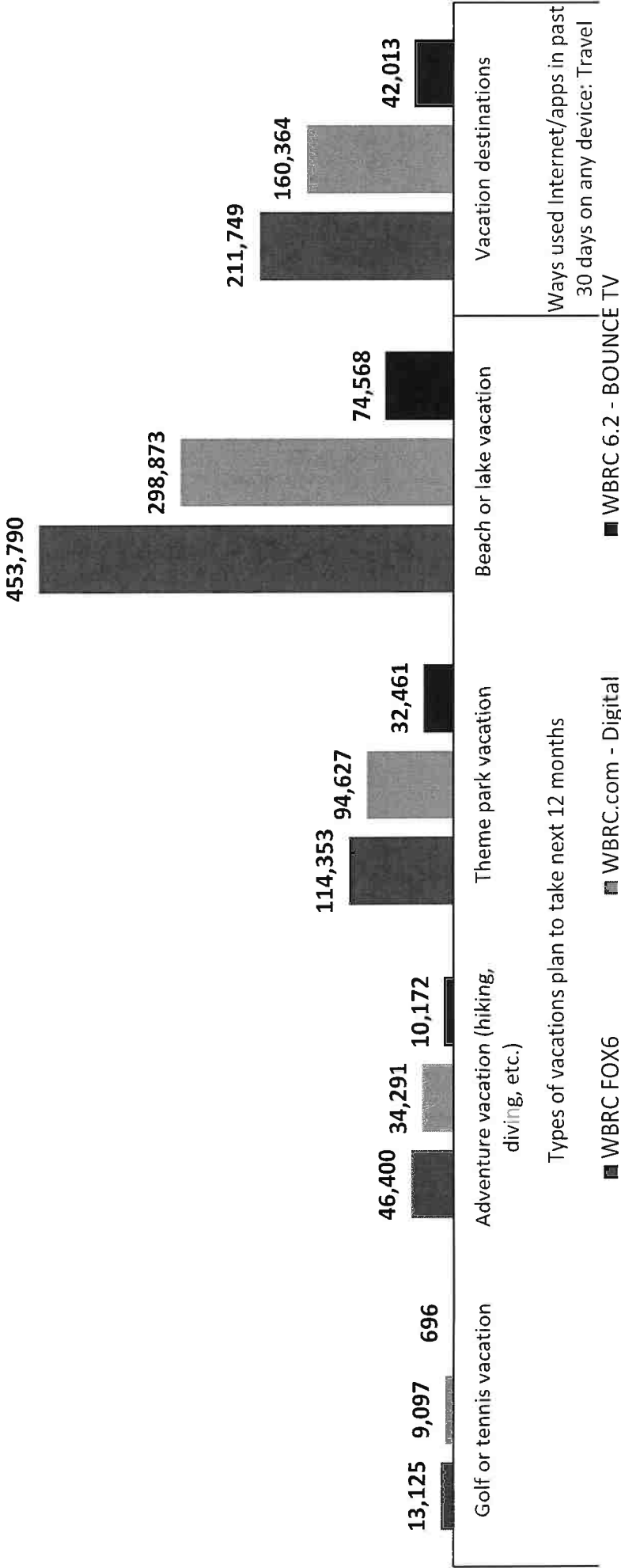
167,000

of our online viewers
identify as being art &
theater aficionados.

REACH TRAVEL INTENDERS WITH WBRC ON AIR AND ONLINE!



Utilize the Strength of WBRC FOX6 Broadcast & Digital Products to Reach Travelers



Source: Nielsen Scarborough - Market/Release: Birmingham, AL 2021 Release 2 Total (Jul 2020 - Jul 2021)

How To Read: Types of vacation plan to take next 12 months (Beach/Lake) and watch WBRC FOX6 broadcast - 453,790

6WBRC

SUMMER STAYCATION

Sweepstakes!

- Sweepstake starts May 27th and ends July 29th
- **There will be weekly drawings to win a \$50 gas card** and at the end of the promotion a **grand prize drawing for a \$200 gas card**
- **To be entered in to win**, our viewers must submit a photo of their summer staycation to the contest page.
- **To be qualified for the grand prize** viewers must submit photo submissions from a minimum of one participating location.
- **Participants can gain additional entries** to weekly drawings by submitting a new photo each week and each additional destination sponsor location photo grants an extra chance in the grand prize.



Staycation Sponsorship - What's Included?

- 1 **2-minute video showcasing your business/location** produced by WBRC.
- 2 **Logo placement** on the send us your staycation photos contest on WBRC.com.
- 3 **WBRC Homepage Takeover** – promoting your staycation location.
- 4 **Social media sponsored partner post** promoting your business/location to our 580,000+ followers.
- 5 **Digital ads on WBRC digital properties** promoting your staycation business to our online viewers.
- 6 **Logo on Staycation on air TV and digital promos** – to run throughout promotion.

CAUTION

FUN TIMES AHEAD!

MY BUSINESS IS FEATURED ON THE...



SUMMER STAYCATION

Sweepstakes!



Scan the QR code, take a photo, and enter to win a
\$200 gas card for more staycation travel!

Staycation Destination Sponsor Sign

- Place in a highly visible area to promote engagement with Staycationers visiting your location!
- Sign will be provided to you before the start of the promotion on 5/27

**QR Code linking to
contest page.**



Staycation Sponsorship Opportunities

Promotion run dates: May 27th – July 29th



Destination Sponsor

- 2 Minute segment showcasing business.
- Logo featured on Staycation contest page.
- Boosted Social Media Post featuring your content.
- Logo on TV and Digital promos.
- 1x Homepage Takeover on WBRC.com
- 250K display ads on WBRC digital properties.
- Staycation Sweepstake destination sponsor sign with scannable QR code.

\$4,500

FOR FULL 2-MONTH PROMOTION!



Partner Sponsor

(Only 3 Available - Cat. Exclusive)

- 2 Minute segment showcasing business.
- Prominent logo feature on WBRC Staycation contest page with about page.
- 4x boosted Social Media Post featuring your content.
- Logo on TV and Digital promos.
- 2x Homepage Takeovers on WBRC.com
- 500K display and 100K video ads on WBRC digital properties.

\$8,500

FOR FULL 2-MONTH PROMOTION!



Title Sponsor

- 2 Minute segment showcasing business.
- Title logo feature on WBRC Staycation contest page with about page.
- Weekly boosted Social Media Post featuring your content.
- Title logo on TV and Digital promos.
- 4x Homepage Takeovers on WBRC.com
- 750K display and 200K video ads on WBRC digital properties.

\$15,000

FOR FULL 2-MONTH PROMOTION!

Signature: _____

Date: _____

When completed and signed, this contract authorizes your participation and financial obligation in this campaign. Digital advertising is a fluid product and is subject to change as technology matures. All agreements require 30-day written cancellation notice after the first 90-days.

RESOLUTION 2022-05-09-08

Considering the ABC License Application for Half Shell Oyster House Pelham, LLC Operating Under the Trade Name Half Shell Oyster House

WHEREAS, the Pelham City Council has considered the ABC License application(s) for 020 - Restaurant Retail Liquor license for applicant Half Shell Oyster House Pelham, LLC Operating Under the Trade Name Half Shell Oyster House, 2408 Pelham Parkway, Suite 215 and Suite 225 Pelham, Alabama 35124.

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

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2022-05-09-08 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 9th day May 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 9th day May 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 9th day May 2022.

Tom Seale, MMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: MAYOR WATERS, CITY MANAGER DIFANTE AND CITY COUNCIL MEMBERS
FROM: PATRICK CHEATWOOD, CHIEF OF POLICE 
DATE: APRIL 19, 2022
SUBJECT: ABC LICENSE APPLICATION – BACKGROUND INVESTIGATION

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

The applicant is Half Shell Oyster House Pelham LLC, operating under the trade name Half Shell Oyster House, located at 2408 Pelham Parkway, Suite 215 and 225, Pelham, AL 35124. The applicant is requesting a 020-Restaurant Retail Liquor license.

A name only records check of the corporate member(s) through the Criminal Justice Information Services (CJIS) Division disclosed no criminal record in the state of Alabama but did disclose one corporate member with a record in Florida. The information regarding this charge and the disposition are attached to the application.

The Pelham Police Department conducted an in-house name based check on the corporate member(s) and it was negative.

**Contact Person – Barbara Ann Duvall – Business Phone 228-701-0361 and Cell Phone 228-437-2864.