



CITY COUNCIL MEETING AGENDA

Pelham City Hall – Council Chambers

March 19, 2026 – 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 a 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 presiding officer 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 presiding officer and City Council.

- 1. Approval of the March 19, 2026 City Council Agenda
- 2. Approval of the March 5, 2026 Regular Council Meeting Minutes
- 3. **Resolution 2026-03-19-01** for consideration to enter into a lease agreement between Ballantrae Golf Club and Jerry Pate Turf & Irrigation for turf equipment
- 4. **Resolution 2026-03-19-02** for consideration to accept a proposal from and entering into an agreement with Central Alabama Asphalt & Construction Co., LLC for repair and resurfacing of the walking trail at Coker Park and accepting a proposal from and entering into an agreement with Video Industrial Services, Inc. for pipe and headwall repairs. This project was budgeted for FY2026.
- 5. **Resolution 2026-03-19-03** for consideration to authorize and entering into a Lighting Services Agreement with Alabama Power Company and assuming the street light expenses in the Grey Oaks Subdivision, Sectors 8 and 10

6. **Resolution 2026-03-19-04** for consideration to authorize and enter into a Preliminary Engineering Agreement with CSX Transportation, Inc. for the review, coordination, and approval of the plans for the CR-52 Railroad Crossing Elimination Project. This project was budgeted for FY2026.
 7. **Resolution 2026-03-19-05** for consideration to authorize and enter into an agreement with AECOM to provide engineering and surveying services for the CR-52 Railroad Crossing Elimination Project. This project was budgeted for FY2026.
 8. **Resolution 2026-03-19-06** for consideration to authorize and enter into an agreement with Pyro Shows of Alabama, Inc. for the City of Pelham's annual Independence Day fireworks celebration, Fire on the Water. This expense was budgeted for FY2026.
 9. **Resolution 2026-03-19-07** for consideration to appoint voting delegates for the Annual Convention of the Alabama League of Municipalities on April 28, 2026 – May 1, 2026
- F. Public Hearing(s) – None
- G. Mayor's Report/Comments
- H. Proclamation(s) and Resolution(s) by the Mayor and Others
1. Proclaiming March 2026 as Developmental Disabilities Awareness Month in Pelham, Alabama
- I. Report by the City Manager
- J. Report by the City Attorney
- K. Request(s) to Address the Council – None
- L. Old Business / Resolutions / Ordinances / Orders and Other Business
1. **Ordinance No. 324-07** to repeal Section 5-34.4 of the City of Pelham Code of Ordinances regarding sales and use tax collection procedures (**First Reading was on March 5, 2026**)
- M. New Business / Resolutions / Ordinances / Orders and Other Business
1. **Resolution 2026-03-19-08** for consideration to authorize an FY2026 budget amendment to fund America 250 celebration events in Pelham, Alabama
 2. **Resolution 2026-03-19-09** for consideration to set the date and time for a public hearing to consider accepting the privately owned sewer lift stations located in the Holland Lakes Subdivision
 3. **Resolution 2026-03-19-10** for consideration to set the date and time for a public hearing to consider condemning substantially damaged buildings located along Chandalar Court in Pelham, Alabama

4. **Resolution 2026-03-19-11** for consideration to enter into an agreement with Kissel Entertainment, LLC and authorize the use of City-owned property for the purposes of hosting a spring fair in Pelham, Alabama

B. 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.

Please note, the public comment period is intended for comments only. It is not a public hearing, nor is it a time for dialogue, debate, or questions to the City Council. Any questions or requests for additional information will be noted and may be addressed by the appropriate City staff or officials at a later time.

C. City Council Comments

D. Public Announcements

1. Kick off Pelham's America 250 celebration at Red, White & Bulls Military Appreciation Night this Saturday, March 21, 2026 at the Pelham Civic Complex & Ice Arena. Salute to Service on the Plaza begins at 4:00 p.m. outside with military vehicles and displays, family friendly activities, and photos with Toro and Miss Alabama. The celebration continues inside with the Birmingham Bulls game at 7:00 p.m. Come early and join us for this special community event.
2. Shelby County will host a Free Landfill Day at the Shelby County Landfill located at 401 Landfill Road on Highway 70 between Columbiana and Calera on Saturday, March 28, 2026 from 7:30 a.m. until 3:30 p.m. All participants must be unloaded and exited from the landfill by 3:30 p.m.
3. The spring shred and electronic recycling event hosted by Secure Shredding & Recycling and the City of Pelham has been rescheduled for Saturday, May 16, 2026 from 9:00 a.m. until 12:00 Noon. It will take place in front of City Hall, 3162 Pelham Parkway. Additional details about shredding and electronic recycling are available on the City's website, pelhamalabama.gov.

E. Adjournment

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



CITY COUNCIL MEETING MINUTES

**Pelham City Hall
City Council Chambers
March 5, 2026 – 5:30 p.m.**

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

Date: March 5, 2026
Time: 5:30 p.m.
Place: Pelham City Hall – City Council Chambers
Present: President of the Council Chad Leverett
Councilmember Michelle Power
Councilmember Christine Townes
Councilmember Markus Hal Snowden
Councilmember Michael Harris
Mayor Rick Wash

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Council President Leverett called the meeting to order at 5:30 p.m. Councilmember Snowden led the invocation. The Pledge of Allegiance was led by Councilmember Power.

RECORD OF ATTENDANCE

The City Clerk/Treasurer recorded the attendance of the elected officials and announced a quorum was present. City Manager Gretchen DiFante and City Attorney Josh Arnold were present.

CONSENT AGENDA

A consent agenda is presented by the presiding officer 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 presiding officer and City Council.

1. Approval of the March 5, 2026 City Council Agenda
2. Approval of the February 16, 2026 Regular Council Meeting Minutes
3. **Resolution 2026-03-05-01** for consideration to accept a proposal from and authorize an agreement with All American Arena Products for the purchase and installation of an indoor dasher board system. This project was budgeted for FY2026.
4. **Resolution 2026-03-05-02** for consideration to accept the lowest responsive and responsible bid from Price Civil Services, Inc. for the Eagle Cove Subdivision Sewer Lift Station Improvements Project. This project was budgeted for FY2026 but will require a budget amendment.
5. **Resolution 2026-03-05-03** for consideration to accept the lowest responsive and responsible bid from ICS, Inc. for the Sewer Lift Station P Emergency Generator Addition. This project was budgeted for FY2026.
6. **Resolution 2026-03-05-04** for consideration to repeal Resolution 2008-02-04-03, which established the Related Party Transactions Policy for the City of Pelham

7. **Resolution 2026-03-05-05** for consideration to surplus certain items (A/V and small engine equipment) no longer needed for public or municipal purposes and to authorize the disposal of the same

Council President Leverett stated the complete text of the agenda, minutes, ordinances, and resolutions are available at Pelham City Hall and online at www.pelhamalabama.gov.

Councilmember Harris made a motion to add an Executive Session to the end of the March 5, 2026 city council meeting agenda. Councilmember Snowden seconded the motion.

There being no further discussion, the motion passed by a unanimous voice vote of those members of the city council present and the President of the Council declared the same passed.

Councilmember Harris made a motion to adopt the Consent Agenda as presented by Council President Leverett. Councilmember Power seconded the motion.

There being no further discussion, Council President Leverett asked the City Clerk/Treasurer for a roll call vote. The vote to adopt the Consent Agenda was recorded as follows:

Chad Leverett, Council President	<u>Yes</u>
Michelle Power, Council Member	<u>Yes</u>
Christine Townes, Council Member	<u>Yes</u>
Markus Hal Snowden, Council Member	<u>Yes</u>
Michael Harris, Council Member	<u>Yes</u>

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

PUBLIC HEARING(S) – None

MAYOR'S REPORT/COMMENTS

Mayor Wash announced Claude Peacock, a long-time member of the Pelham Planning Commission, recently tendered his voluntary resignation. He thanked Mr. Peacock for his years of dedicated service to the City of Pelham. Mayor Wash noted he would be appointing Paul Howell to the vacant position.

PROCLAMATION(S) AND RESOLUTION(S) BY THE MAYOR AND OTHERS

1. Proclaiming April 2026 as Sexual Abuse Awareness Month in Pelham, Alabama

Mayor Wash presented the Proclamation to Mary Katherine Thorn representing SafeHouse of Shelby County.

REPORT BY THE CITY MANAGER

City Manager Gretchen DiFante encouraged everyone to review the City's website and newsletter to stay up to date on all the fun events happening this spring in the City. She said you can still register for the Learn to Skate program at the Pelham Civic Complex & Ice Arena. She said the City's first event celebrating America 250 will be March 21, 2026 at the Pelham Civic Complex & Ice Arena.

REPORT BY THE CITY ATTORNEY – None

REQUEST(S) TO ADDRESS THE COUNCIL – None

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

NEW BUSINESS / RESOLUTIONS / ORDINANCES / ORDERS and OTHER BUSINESS

1. **Resolution 2026-03-05-06** for consideration to accept the FY2025 Audited Financial Statements as presented by the City's independent auditing firm, Truitt Tingle Paramore & Argent, LLC, Certified Public Accountants was introduced by Council President Leverett.

City Manager Gretchen DiFante stated Patrick Bowman, CPA, reviewed the audited financial statements with the city council at the work session on March 2, 2026. Mr. Bowman noted the City of Pelham received an unmodified opinion, which is the best result for an audit. She said the report will be available on the City's website within the coming days.

Councilmember Snowden made a motion to adopt Resolution 2026-03-05-06. Councilmember Harris seconded the motion.

There being no further discussion, the motion to adopt Resolution 2026-03-05-06 passed by a unanimous voice vote of those members present and the President of the Council declared the same passed and adopted.

2. **Resolution 2026-03-05-07** for consideration to enter into an agreement for the purchase and installation of a new lighting system for the Main Arena at the Pelham Civic Complex & Ice Arena was introduced by Council President Leverett.

City Manager Gretchen DiFante stated the current lighting does not meeting the specifications required by the Southern Professional Hockey League. She said the system has reached the end of its useful life and a complete replacement is recommended.

Councilmember Harris made a motion to adopt Resolution 2026-03-05-07. Councilmember Power seconded the motion.

There being no further discussion, the motion to adopt Resolution 2026-03-05-07 passed by a unanimous voice vote of those members present and the President of the Council declared the same passed and adopted.

3. **Resolution 2026-03-05-08** for consideration to authorize a lease agreement for the purchase of in-vehicle camera systems for the Pelham Police Department. This expense was budgeted for FY2026.

City Manager Gretchen DiFante stated the City purchased eight Chevrolet Tahoe police vehicles as a part of the annual vehicle rotation. She said five of the vehicles need new camera systems and the remaining three would be outfitted from existing vehicles going out of service. She said this is a five-year lease agreement with \$10,000.00 owed this year.

Councilmember Snowden made a motion to adopt Resolution 2026-03-05-08. Councilmember Power seconded the motion.

There being no further discussion, the motion to adopt Resolution 2026-03-05-08 passed by a unanimous voice vote of those members present and the President of the Council declared the same passed and adopted.

4. **Ordinance No. 324-07** amending the City of Pelham, Alabama Code of Ordinances regarding sales and use tax collection procedures (**First Reading**)

Ordinance No. 324-07 was introduced and read in its entirety by Council President Leverett as a First Reading. He stated Ordinance 324-07 would likely be considered at a future city council meeting.

He stated a complete text of Ordinance No. 324-07 is available at Pelham City Hall and online at pelhamalabama.gov.

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.

Please note, the public comment period is intended for comments only. It is not a public hearing, nor is it a time for dialogue, debate, or questions to the City Council. Any questions or requests for additional information will be noted and may be addressed by the appropriate City staff or officials at a later time.

- Darrell Tino – 136 Eagle Cove Drive, Pelham, Alabama 35124 – regarding the Eagle Cove Subdivision Sewer Lift Station

- Carl Bellsnyder – 142 Eagle Cove Drive, Pelham, Alabama 35124 – regarding the Eagle Cove Subdivision Sewer Lift Station

CITY COUNCIL COMMENTS

Councilmember Snowden congratulated the Pelham High School Boys and Girls basketball teams for their successful season and run in the ASHAA playoffs. He said we are all proud of our student athletes. He reminded everyone to set their clocks an hour ahead this weekend for Daylight Savings Time.

Councilmember Harris made no additional comments.

Councilmember Power noted both the Pelham High School Boys and Girls basketball teams deep run in the ASHAA playoffs this year. She thanked SafeHouse of Shelby County for all they do for the City of Pelham and our surrounding community. She stated she was excited to attend the Kites and Bites event this weekend at Pelham City Park.

Councilmember Townes thanked SafeHouse of Shelby County for their work in Pelham. She said when there is trauma to that degree, it is not an easy job. She thanked Ms. Thorn for being strong and being here tonight. She thanked Mayor Wash for recognizing April 2026 as Sexual Abuse Awareness Month.

Council President Leverett spoke to the Eagle Cove Subdivision Sewer Lift Station improvements project. He stated the cost has significantly increased due to manufacturing costs and tariffs. He said the high costs are a burden to everyone in construction. He closed by reading Proverbs 3:5-6.

PUBLIC ANNOUNCEMENTS

1. The Pelham City Council is accepting applications and resumes through Friday, March 6, 2026 at 4:00 p.m. from those Pelham residents who would like to be considered for an appointment to one of the following municipal boards: Pelham Board of Education, Pelham Zoning Board of Adjustment and Appeals, or the Pelham Zoning Board of Adjustment.
2. Shelby County will host a Free Landfill Day at the Shelby County Landfill located at 401 Landfill Road on Highway 70 between Columbiana and Calera on Saturday, March 28, 2026 from 7:30 a.m. until 3:30 p.m. All participants must be unloaded and exited from the landfill by 3:30 p.m.
3. Secure Shredding & Recycling and the City of Pelham will host a spring shred and electronic recycling event on Saturday, April 4, 2026 from 9:00 a.m. until 12:00 Noon. It will take place in front of City Hall, 3162 Pelham Parkway. Additional details about shredding and electronic recycling are available on the City's website, pelhamalabama.gov.

EXECUTIVE SESSION

Council President Leverett stated for the record the purpose of the Executive Session is to discuss the legal ramifications of and legal options for pending litigation, controversies not yet being litigated, but imminently likely to be litigated if the governmental body pursues a proposed course of action and to discuss the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property under Sections 36-25A-7(a)(3)(6), Code of Alabama (1975), as amended.

City Attorney Josh Arnold stated the purpose of tonight's Executive Session is appropriate under Sections 36-25A-7(a)(3)(6), Code of Alabama (1975), as amended.

A motion was made by Councilmember Harris to enter into an Executive Session of the city council for the stated purpose. Said motion was seconded by Councilmember Snowden.

Council President Leverett asked the City Clerk/Treasurer for a roll call vote. The vote to adopt said motion was recorded as follows:

Chad Leverett, Council President	<u>Yes</u>
Michelle Power, Councilmember	<u>Yes</u>
Christine Townes, Council Member	<u>Yes</u>
Markus Hal Snowden, Council Member	<u>Yes</u>
Michael Harris, Council Member	<u>Yes</u>

Council President Leverett noted the Executive Session would take place in the Council Conference Room and asked the members of the City Council, Mayor Wash, City Manager Gretchen DiFante, Director of Development Services & Public Works André Bittas, City Clerk/Treasurer Jonathan Seale, Building Official Levis Peters, and City Attorney Josh Arnold to attend the Executive Session. Council President Leverett stated, per City Manager Gretchen DiFante, he expected the city council to return from the Executive Session in approximately 30 minutes. The city council went into an Executive Session at 6:00 p.m.

Councilmember Power moved to adjourn the Executive Session. Said motion was seconded by Councilmember Harris. The motion passed unanimously by voice vote of those members present, and the Executive Session was adjourned at 6:34 p.m.

Council President Leverett called the March 5, 2026 city council meeting back to order at 6:35 p.m.

ADJOURNMENT

With no other business before the city council, Councilmember Townes moved to adjourn the council meeting and Councilmember Harris seconded the motion. By voice vote the motion passed unanimously by those members present and the meeting was adjourned at 6:35 p.m.

Respectfully submitted this 5th day of March 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

Chad Leverett, President of the Council

[SEAL]

RESOLUTION 2026-03-19-01

Authorizing a Lease Agreement for Turf Equipment at Ballantrae Golf Club

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

WHEREAS, the City of Pelham 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 government functions and to acquire such personal property by entering into a lease agreement; and

WHEREAS, the City of Pelham hereby finds and determines that the executive of a 48-month lease agreement with Jerry Pate Turf & Irrigation (Omnia No. 5039751) for the purposes of leasing various pieces of golf course turf maintenance equipment (attached hereto) is appropriate and necessary to the function and operations of Ballantrae Golf Club; and

WHEREAS, DLL Equipment Finance, LLC shall act as the Lessor under said lease agreement; and

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

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

Section 1. The Lease Agreement, in substantially the form as presently before the Pelham City Council, is hereby approved for the Lease Agreement with DLL Equipment Finance, LLC through Jerry Pate Turf & Irrigation, Omnia No. 5039751 (Purchasing Cooperative), and the City of Pelham in the amount of \$113,523.46 annually, to include the annual buyout lease of \$6,686.67, and the Mayor of Pelham, Alabama is hereby authorized to negotiate, enter into, execute and deliver the Lease Agreement and related documents in substantially the form as presently before the Pelham City Council, with such changes therein as shall be approved by the Mayor, and which Lease Agreement will be available for public inspection at the office of the City Clerk/Treasurer.

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

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

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

Section 5. The City of Pelham shall own the referenced golf course equipment in the lease agreement (Salsco HP11 Gas Roller) at the termination of this Lease Agreement.

Section 6. This Resolution shall take effect immediately upon its adoption and approval.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-03-19-01 be given vote, and said Resolution passed by a unanimous vote of all members of the Council present and the President of the Council declared the same passed.

ADOPTED this 19th day of March 2026.

Chad Leverett, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, 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 19th day of March 2026 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 19th day of March 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

MEMORANDUM

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

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

Date: Friday, February 27, 2026

Subject: Lease agreement for Ballantrae Golf Club – Turf Equipment

Ballantrae Golf Club is requesting approval to enter into a 48-month lease agreement with Jerry Pate & Turf for golf course turf equipment. This equipment would include mowers, blowers and a roller. Equipment will be used to maintain the golf course by mowing, blowing debris and rolling the greens when needed. This lease is contracted through the state purchasing group Omnia. The lease and documents will be conducted by DLL Finance LLC. Equipment details, pricing and lease payments are attached.

At the end of the 48-month term, Ballantrae Gold Club would own the Salsco Roller. All other equipment will be returned to the vendor.

Leasing golf turf equipment provides significant benefits, including preserved cash flow through lower upfront costs, access to the latest technology, and reduced maintenance expenses.

Omnia Contract # 2023261 / Customer # 5039751

Thank you very much for your consideration.

Sincerely,

Hal Brown - PGA

Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation
604 28th Street North
Birmingham, AL 35203
800-700-7001
850-484-8596 (fax)
www.jerrypate.com

DATE: February 25, 2026
EXPIRATION DATE: Valid 30 Days

Exclusively For: Ballantrae Golf Club

Proposed Order
Pricing Reflects The OMNIA Contract 2023261
Omnia Customer # 5039751

Attention: Rodney Bryant
1300 Ballantrae Club Drive
Pelham, Alabama 35124

[Ph#] 205-401-9504

[Fax#]

[Customer Acct#]

[Email] rbryant@pelhamalabama.gov

Account Executive: Drew Atchley
205-365-5269 cell
datchley@jerrypate.com

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
Jerry Pate Turf & Irrigation, Inc. reserves the right to adjust pricing at time of delivery in the event of any tariffs, surcharges, or other fees are incurred. Any such potential tariffs or surcharges at time of shipment will be added to final invoice.				
PLEASE INITIAL HERE				
FMV Lease				
2	04510	Toro Greensmaster 3300 TriFlex: 23 hp Briggs & Stratton	\$ 59,477.14	\$ 118,954.28
6	04655	14-Blade Cutting Unit		
6	04255	Narrow Wiehle Roller		
6	04650	Universal Rear Rotating Brush		
2	04555	Light Kit - LED		
2	61F-TSB TOROTF	True Surface Flex Brush		
2	03821	Toro Reelmaster 3575-D: 24.8 hp Kubota Diesel	\$ 77,261.70	\$ 154,523.40
2	C4351R	Cool Top Fan & Canopy		
10	03643	7-Inch, 11 Blade (RR) Radial Reel Edgeseries		
2	03408	7 Inch Powered Rear Roller Brush		
2	44556	Toro Pro Force Debris Blower 26.5 hp Kohler EFI Gas	\$ 12,651.25	\$ 25,302.50
2	130-4371	10-Gallon Fuel Tank		
1	30807	Toro Groundsmaster 3500-D: 24.8 hp Kubota Diesel	\$ 51,094.50	\$ 51,094.50
1	C4351R	Cool Top Fan & Canopy		
1	31692	LED Work Light Kit		
1	136-3315	Wheel Weight Kit		
1	41196	Toro Multi Pro 1750: 26.5 hpRehiko Command Pro EFI	\$ 52,749.10	\$ 52,749.10
11	120-0702	Brown 0.50 gpm nozzle @ 40 PSI		
11	120-0704	White 0.80 gpm nozzle @ 40 PSI		
12	120-0699	Strainer-Tip, 50 MESH (use with nozzles 0.4 gpm to 1.5 gpm)		
1	100-8642	50 Mesh Suction Filter		
1	133-0385	50 Mesh Pressure Filter		
1	41249	Foam Marker Kit		
1	41208	Clean Rinse Kit		
1	136-0457	Finish Kit, Foam Marker		
1	31905	Toro Groundsmaster 1200	\$ 36,056.28	\$ 36,056.28

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • www.JerryPate.com



Jerry Pate Turf & Irrigation

Qty	Model #	Description	Unit Price	Extension
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**Final price will reflect 22% OMNIA discount off Toro MSRP at time of shipment.*

		Subtotal	\$	438,680.06
		Dealer Prep	\$	21,934.00
		Destination Fee	\$	750.00
		Total Proposal	\$	461,364.06
		DLL Equipment Finance		
Toro Annual		48 Month Fair Market Value Lease, Annual Pymt.,	\$	103,523.65
		Toro Protection Plus Service Plan 48 Months/2400 Hours, Additional Annual Pymt.,	\$	3,313.15
		(600 hours per year)		
		Total Payment	\$	106,836.79

\$Buyout Lease

1	0009071-N	Salsco HP11 Gas Roller with 13 hp Electric	\$	24,105.00	\$	24,105.00
		Start Honda Engine & Transport Trailer				
1	0161335-O	LED Light Kit				
1	0347013-O	Arm-Rest Seat Upgrade				
1	0161432-N	Powered Roll Brush Kit				
		*Not on contract discount				

Subtotal	\$	24,105.00
Destination Fee	\$	250.00
Total Proposal	\$	24,355.00

		DLL Equipment Finance		
Salsco Annual		48 Month \$1.00 Buyout Purchase Option, Annual Pymt.,	\$	6,686.67

***Finance rates reflect current pricing. Subject to change. ***

Jerry Pate Turf & Irrigation offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.
Ask your Account Executive for more information today!

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • www.JerryPate.com



Jerry Pate Turf & Irrigation

Prices Do Not Include Sales Tax or Applicable Documentation Fees

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on cost and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

Product Liability Disclaimer and Indemnification Clause

Product Liability Disclaimer

To the fullest extent permitted by law, Jerry Pate Turf & Irrigation, Century Equipment, a Jerry Pate Company, and all its affiliates, expressly disclaims any and all liability for any damages, losses, or injuries arising out of or related to the use, misuse, or inability to use any product sold, distributed, or manufactured by Jerry Pate Turf & Irrigation, including but not limited to direct, indirect, incidental, special, consequential, or punitive damages. Except as expressly stated in writing, Jerry Pate Turf & Irrigation makes no warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

The purchaser, user, and/or vendor assumes all risks associated with the use of the product. In no event shall Jerry Pate Turf & Irrigation's total liability exceed the purchase price paid for the product. Nothing in this disclaimer shall be construed to waive any rights or remedies that cannot be waived under law, including those relating to personal injury or consumer protection.

Indemnification Clause

The purchaser and/or vendor agrees to indemnify, defend, and hold harmless Jerry Pate Turf & Irrigation, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related to the purchaser or vendor's use, misuse, or resale of the product, violation of applicable laws, or breach of this agreement, except to the extent caused by the gross negligence or willful misconduct of Jerry Pate Turf & Irrigation.

Dispute Venue Clause

This Agreement shall be interpreted in accordance with the laws of the State of Florida. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction sitting in Escambia County, Florida.

To accept this proposal, please sign and return _____
Signature Date

Print Name Title

Thank you, we appreciate your business!

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • www.JerryPate.com



RESOLUTION 2026-03-19-02

Accepting a Proposal From and Entering into an Agreement with
Central Alabama Asphalt & Construction Co., LLC and
Video Industrial Services, Inc. for Repairs at Coker Park

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to accept a proposal from and enter into a contract agreement with Central Alabama Asphalt & Construction Co., LLC for repair and resurfacing of the walking trail at Coker Park in Pelham, Alabama; and

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to accept a proposal from and enter into a contract agreement with Video Industrial Services, Inc. for pipe and headwall repairs at Coker Park in Pelham, Alabama.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pelham, Alabama that the Council hereby authorizes the Mayor, on behalf of the City, to enter into two (2) public works agreements for the purposes specified herein with the aforementioned contractors for a total amount not to exceed \$100,800.00.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-03-19-02 be given vote, and said Resolution passed by unanimous voice vote of the Council present, and the President of the Council declared the same passed and adopted.

ADOPTED this 19th day of March 2026.

Chad Leverett, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, 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 19th day of March 2026 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 19th day of March 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager
FROM: Andre' Bittas, DSPW Director
DATE: March 06, 2026
RE: Coker Park improvements

Attached are the proposals from Central Alabama Asphalt for the repair and resurfacing of the walking trail at Coker Park and the proposal from Video Industrial Services to repair the two existing corrugated metal pipes and shotcrete upstream and downstream headwall.

Central Alabama Asphalt - \$83,000
Video Industrial Services - \$17,800

The project is budgeted in the FY26 budget



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

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

jrpoe@centralalabamaasphalt.com

PROPOSAL

PROPOSAL SUBMITTED TO:	PROJECT NAME: Coker Park ~ Pelham, Alabama Asphalt Patching & Resurfacing Revised	DATE: 3/4/2026
TO OUR VALUED CUSTOMERS	PROJECT LOCATION: Pelham, Alabama	PHONE:
ATTN: OWNER/ESTIMATOR		HOME:

WE HEREBY SUBMIT OUR PROPOSAL FOR:

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
MOBILIZATION/DEMOBILIZATION				
To Include All Equipment, Material & Labor Required To:				
*Mobilization/Demobilization	1	LS	\$ 5,000.00	\$ 5,000.00
City of Pelham - Contingency				
To Include All Equipment, Material & Labor Required To:				
*Used at the Owner Discretion	1	LS	\$ 5,000.00	\$ 5,000.00
ASPHALT PATCHING & RESURFACING ~ 1.5"				
To Include All Equipment, Material & Labor Required To:				
*Removal/Plane Tree Roots & Disposed Off Site (~1.5" Depth)				
*Placement of Asphalt Surface Course at 1.5" Thickness	1	LS	\$ 73,000.00	\$ 73,000.00
*Patching As Discussed On Site Included (4.0" Depth)(225' x 8')				
*For Resurfacing of Coker Park in Pelham, Alabama				
BASE BID TOTAL			\$ 83,000.00	

General Notes:

Striping is not included unless noted
Proposal is subject to increases in ALDOT A/C Index
Contractor cannot guarantee drainage with grades at less than 1%
Proposal does not include any patching/leveling unless noted above
Contractor not responsible for vegetative growth within asphalt
No traffic control or signage is included within the proposal
Contractor cannot guarantee base and/or paving if others install the base
Asphalt depths are approximate and are based on an average thickness
Subgrade/Base/Utilities shall be approved, on "blue-top" grade, and adequate for paving prior to our mobilization
If existing asphalt, subgrade and/or stone base show signs of depressions due to weight of traffic, additional cost will be added
Owner agrees Contractor shall not be held retainage on any pay request or held responsible for liquidated damages
Contractor not responsible for damage to existing concrete/asphalt during construction or for tack tracks on existing concrete or asphalt
Discovery of Unsuitable Material, Bond(s), Permit(s), Testing, Engineering, Layout(s), Utility Relocations are not included
Price is based on work being performed prior to December 31, 2026, supplemental pricing will be required for work after this date
Price includes only what is listed above and includes one mobilization for milling/paving work, if additional mobilizations are required cost may be incurred.

Payment to be made as follows:

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

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

Authorized
Signature

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

Acceptance of Proposal

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

ACCEPTED:

Date _____

By: _____

Its: _____



Name: _____

Company: _____

Signature: _____

Date: _____

AP Contact: _____

AP Email: _____

RESOLUTION 2026-03-19-03

Authorizing a Lighting Services Agreement with Alabama Power Company

WHEREAS, the Pelham City Council desires to enter into a Lighting Services Agreement with Alabama Power Company to provide upgraded lighting services in the Grey Oaks Subdivision, Sectors 8 and 10.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to approve and authorize the Mayor, on behalf of the City, to execute a Lighting Services Agreement with Alabama Power Company for the replacement of existing fixtures with LED fixtures to be owned and maintained by Alabama Power Company with a combined monthly cost owed from the City of Pelham of \$209.43.

BE IT FURTHER RESOLVED the additional cost will be added to the City's master utility agreement.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-03-19-03 be given vote, and said Resolution passed by a unanimous vote of all members of the Council present and the President of the Council declared the same passed.

ADOPTED this 19th day of March 2026.

Chad Leverett, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, 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 19th day of March 2026 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 19th day of March 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager
FROM: Andre' Bittas, DSPW Director
DATE: March 06, 2026
RE: Alabama Power street lighting services agreement – Grey Oaks subdivision

Attached is the Alabama Power Lighting Services Agreement to add nine (9) lights at Grey Oaks Subdivision sectors 8 and 10 to the City's Master Agreement. Alabama Power will take over the maintenance of these lights, and the city will be responsible for the energy cost. Initial purchase and installation have been paid for by the developer.

Lighting Services Agreement
NESC® Governmental



Master Project #:

Customer Legal Name CITY OF PELHAM DBA _____
Service Address 0 STREETLIGHTS PELHAM AL 35124 County Shelby - AL
Mailing Address PO BOX 1419 PELHAM AL 35124
Email _____ Tel # 205-620-6420 Alt Tel # _____
Tax ID# XXX-XX-6218

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? 04205-53055

This Lighting Services Agreement states the **agreed** terms and conditions upon which Alabama Power Company ("APC") will provide Lighting Services, and where APC **deems** necessary, related electric service to the customer identified above ("**Customer**") at the location(s) set forth in the applicable Lighting Services Authorization (the "**Premises**").

The precise "**Lighting Services**" to be furnished, the term for which they will be furnished, and applicable pricing therefor shall be set forth in a **Lighting Services Authorization** in a form similar to Exhibit B hereto, executed by both parties. The parties may execute one or more Lighting Services Authorizations from time to time under this Lighting Services Agreement. The term of this Lighting Services Agreement **begins** on the date it is signed by the last party and ends upon the termination of the last Lighting Services Authorization **issued** hereunder.

Each executed Lighting Services Authorization shall be considered a separate and independent contract between APC and Customer, and unless expressly stated otherwise therein, shall not be deemed to modify, supersede, or replace any previously executed Lighting Services Authorization. Each executed Lighting Services Authorization shall be governed by and subject to the terms and conditions of **this** Lighting Services Agreement, including the Terms and Conditions set forth in Exhibit A.

For ease of reference, each executed Lighting Services Authorization, together with the terms and conditions of this Lighting Services Agreement, including the Terms and Conditions set forth in Exhibit A, shall be referred to as the "**Contract**".

Intending to be legally bound, the parties **have** caused this Lighting Services Agreement to be executed by their duly authorized representatives on the dates set forth below. This Agreement (and any Lighting Services Authorizations) may be circulated electronically for signature and the **signatures** appearing on those electronically transmitted documents shall be deemed originals.

Customer Authorization

Alabama Power Authorization

Signature _____
Print Name _____
Print Title _____
Date _____

Signature _____
Print Name Emily Breaseale
Print Title _____
Phone Number _____
Email _____
Date _____

Attachments
Lighting Services Authorization
Terms and Conditions

Lighting Services Authorization

This Lighting Services Authorization is issued pursuant to the Lighting Services Agreement between the Customer (identified below) and Alabama Power Company (APC) dated as of the Effective date and is subject to and governed by the terms and conditions thereof. Under this Lighting Services Authorization, APC shall furnish and perform the following Lighting Services at the Premises described below. In exchange for the Lighting Services, Customer agrees to pay APC for such services in accordance with Pricing provisions below and the other terms of the Contract and perform its other obligations under the Contract.

Description of Lighting Services
INSTALLING (9) DECORATIVE ACORN FIXTURES IN SECTOR 8 AND 10 OF GREY OAKS SUBDIVISION. DELIVERED LUMENS TO RANGE FROM 9501-14000.

Description/Location of Premises
0 STREETLIGHTS PELHAM, AL 35124 Shelby - AL County

Selected Components				
QTY	Watts	Type	OH/UG	Description
9	101	LED	UG	Black 4000K

Pricing for Lighting Services			
Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)	Buydown (\$)
\$182.61	\$26.82	\$209.43	\$42,795.39

Pricing for Non-Routine Maintenance and Repair Services (If applicable)

Initial Term**
36

* NOTE: The Regulated Cost is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the applicable rate in effect at time of Contract proposal; actual charges may vary.

** NOTE: The initial term of this Letter of Authorization is calculated from the start date of the first monthly billing service period for lighting service under this Contract. After the initial term, this Contract automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.

Customer Authorization

Signature _____
Print Name _____
Print Title _____
Date _____

Alabama Power Authorization

Signature _____
Print Name Emily Breaseale
Print Title _____
Phone Number _____
Email _____
Date _____

Terms and Conditions

1. **Scope.** The Contract concerns the provision of lighting services to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind.
2. **Payment and Taxes.** APC will invoice Customer per the terms stated in the Contract, and if applicable, subject to any change in the electric service charge dictated by the Alabama Public Service Commission. During the term of the Contract, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the "Commission") at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of the Contract as provided by law. Copies of current rules, regulations and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>. Customer agrees to pay the amount billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer's own legal, accounting, and tax advisors.
3. **APC Assets.** APC may install, update, modify, remove, or replace the Selected Components, if any, stated in the Contract, along with any poles, bases, wiring, conduit, fixtures, controls, and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of the Lighting Services. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Lighting Services, even if attached or affixed to the property of Customer. Moreover, APC may remove the APC Assets upon termination of the Contract.
4. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and to furnish and perform the Lighting Services, including the right to, as applicable: (i) access the Premises with vehicles, the APC Assets, and other tools, equipment, and machinery; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Services; (iii) install, connect, inspect, test, maintain, repair, replace, disconnect, and remove APC Assets; (iv) provide electric energy in relation to the Services where APC deems necessary; and (v) conduct all other activities reasonably related to the performance of the Lighting Services Authorization or provision of Services (activity items (i) – (v) collectively, the "APC Activity"). Customer represents that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity on the Premises.
5. **Installation.** Customer recognizes that as part of APC's installation of the APC Assets, it may be necessary to perform digging, trenching, and excavation at the Premises. Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation. If APC, upon Customer's request, allows Customer to itself or through a third party perform any part of the activities related to the installation of APC Assets at the Premises, Customer warrants that the work will meet APC's installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days') notice to APC that APC Activity related to the Installation and connection of APC Assets can commence. Because APC Activity may require excavation not subject to the Alabama's Underground Damage Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences the APC Activity, Customer is responsible for all damages and any resulting delay. The Pricing for Lighting Services stated in the Contract includes no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the APC Activity ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of modification or change to the APC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control. APC, at its sole discretion, may remove, relocate or re-position APC Assets to address any installation issues. Customer is responsible for all cost of installation modifications requested by Customer.
6. **Maintenance and Repair.** If expressly stated in the Lighting Services Authorization, APC will perform all routine maintenance and repair of the APC Assets and will bear the costs thereof. Any non-routine maintenance or repair can be performed by APC, upon Customer's written request and subject to the availability of equipment, materials, and labor, with the cost of such maintenance and repair to be billed to the Customer at APC's then current rates or as otherwise set forth in the Lighting Services Authorization.
7. **Customer Authority; Applicable Laws.** Customer has full power and authority to execute this Contract and has been duly authorized to undertake the obligations and commitments herein. Customer or its governing authorities or bodies have taken all necessary action and obtained all necessary internal, governmental, and regulatory approvals necessary to execute this Contract and is in compliance with all laws governing the same, including but not limited to the Alabama Competitive Bid Law and Public Works Law. Each Party agrees to comply with all applicable federal, state, and local laws, rules, and regulations.
8. **APC Asset Protection and Damage.** After installation and throughout the Contract's term, in the event of any work or digging near the APC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law. Notwithstanding any other provision to the contrary herein, in the event any APC Asset is damaged, stolen, or destroyed through the acts or omission of Customer or a third party, Customer shall reimburse APC the cost to repair or replace that APC Asset.
9. **Interruption of Service.** Customer understands that the Lighting Services and any related electric service are provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying APC if there is an interruption in the Lighting Services. Customer can provide such notice by calling the Business Service Center at 1-888-430-5787.
10. **Disclaimer; Damages.** Except as expressly set forth in this Contract, APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, safety, security, or merchantability) regarding the Lighting Services, the APC Assets, or the APC Activities. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Lighting Services may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Lighting Services, the APC Assets, and APC Activities, and this Contract; or arising from damage, hindrance, or delay involving the Lighting Services or this Contract, whether or not reasonable, foreseeable, contemplated, or avoidable. CUSTOMER IS SOLELY RESPONSIBLE FOR SAFETY OF THE PREMISES AND AGREES THAT APC HAS NO OBLIGATION (AND HAS ASSUMED NO OBLIGATION) TO ENSURE THE SAFETY OF THE PREMISES.
11. **Liability.** To the fullest extent permitted by applicable law, each party shall be responsible for its own negligent acts or omissions in connection with this Contract and its performance. It is understood and agreed that neither party shall be liable for any negligent act or omission of the other party in connection with this Contract, its performance, or subject matter.
12. **Default.** Each of the following shall constitute a default: (i) Customer does not pay the entire amount owed within forty-five (45) days of billing, or (ii) Customer's negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. If a default occurs, APC, at its discretion, may immediately terminate this Contract, collect all past due amounts (including late fees) and all amounts due for the Lighting Services during the remaining term, remove the APC Assets from the Premises, and seek any other available legal or equitable remedy.
13. **Miscellaneous.** This Contract contains the parties' complete and entire agreement relating to the Lighting Services, the APC Assets, and the APC Activities. Subject to applicable law, Customer will not assign, in whole or in part, this Contract or its Contract rights or obligations. Any such assignment without APC's prior written consent will be void and of no effect. No assignment, whether with or without consent, relieves Customer of its Contract obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Contract, "including" means "including, but not limited to." Alabama law governs this Contract. If a court rules an Contract provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

CUSTOMER AND SALES CONTRACT DATA SHEET

LAMP Project # 90106 **Contract Date:** 12/4/2025
Project Name: CITY OF PELHAM - GREY OAKS SUBDIVISION - SECTOR 8& **NAICS Code:** 921110
Lighting Services Rep: Emily Breaseale
Engineer: Tammie Williams
Division: Birmingham
Customer Type: Streetlight

Create new lighting only account? No
Remove all fixtures from CSS account on contract? No, Connect Only
Removals needed on additional accounts? No
If account will final when lights are removed, add lights to another account? No

Manufacturer	StressCrete/King Luminaire	Style	Post Top	Color	Black	Quantity	9
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Notes			
Date	Name	Type	Description

RESOLUTION 2026-03-19-04

Authorizing an Agreement with CSX Transportation, Inc. for Engineering Review and Coordination Services Related to the County Road 52 Railroad Crossing Elimination Project

WHEREAS, the City of Pelham has been awarded federal funding through the Federal Railroad Administration (FRA) under the Railroad Crossing Elimination Program to undertake the County Road 52 Railroad Crossing Elimination Project in Pelham, Alabama; and

WHEREAS, the project consists of the elimination of two railroad crossings on County Road 52 through roadway realignment and the construction of a bridge over the existing rail lines, along with associated roadway and intersection improvements; and

WHEREAS, County Road 52 is a critical corridor connecting the City of Pelham to surrounding communities and Interstate 65, and the existing crossings have historically caused significant traffic delays and impeded emergency response access; and

WHEREAS, the FRA has formally obligated grant funding for the project, allowing the City to proceed with project development, engineering, and implementation phases; and

WHEREAS, CSX Transportation, Inc. as the owner and operator of the railroad corridor and infrastructure affected by the project, must review, coordinate, and approve preliminary and final engineering plans to ensure compliance with railroad safety and operational requirements; and

WHEREAS, the City desires to enter into an agreement with CSX Transportation, Inc. for such review, coordination, and approval services for an amount not to exceed \$26,618.00.

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

1. The City Council hereby authorizes the Mayor, on behalf of the City, to execute an agreement with CSX Transportation, Inc. for the review, coordination, and approval of preliminary and final engineering plans associated with the County Road 52 Railroad Crossing Elimination Project for an amount not to exceed \$26,618.00.
2. Funding for this agreement and project has been budgeted for FY2026 budget.
3. The City Manager, Finance Director, City Clerk/Treasurer, and Director of Development Services & Public Works, and/or their designees are hereby authorized to take all actions necessary to carry out the intent of this Resolution and to make budgetary and general ledger adjustments, as necessary.
4. This Resolution shall become effective immediately upon its adoption.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-03-19-04 be given vote, and said Resolution passed by unanimous voice vote of the Council present, and the President of the Council declared the same passed and adopted.

ADOPTED this 19th day of March 2026.

Chad Leverett, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, 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 19th day of March 2026 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 19th day of March 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham
A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager
FROM: Andre' Bittas, DSPW Director
DATE: March 06, 2026
RE: CR-52 Railroad Crossing Elimination Project – FRA Grant

Attached is the Preliminary Engineering Agreement from CSX Transportation, Inc. for the review, coordination and approval of the preliminary and final engineering plans for the CR-52 Railroad Crossing Elimination project. Total cost of this agreement is \$26,618.00

The project is budgeted in the FY26 budget.

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and **City of Pelham**, a body corporate and political subdivision of the **State of Alabama** (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed CR-52 new bridge over CSXT and closure of two (2) at grade crossings in Pelham, Shelby County, AL; Closures DOT 352255T, 639539V, DOT for new BOH TBD, Atlanta Division, S & N A South & Lineville Sub, 000 411.08, ANJ 959.53 (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the **Project** to facilitate the parties’ consideration of the **Project**.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the **Project** is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties and incorporate by reference, the parties agree as follows:

1. Scope of Work

- 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the **Project**, (ii) the preparation of cost estimates for CSXT's work in connection with the **Project**, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by **Agency** for the **Project** (collectively, the “**Engineering Work**”). **Engineering Work** may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the **Project**. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the **Project**.
- 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the **Plans** and the **Project** proposed to be constructed in accordance with the **Plans** satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the **Plans**, including, but not limited to, the integrity, suitability or fitness for the purposes of **Agency** or any other persons of such **Plans** or the **Project** constructed in accordance with the **Plans**.
2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the **Project**, which approval or consent may be withheld

for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date. Furthermore, the PUBLIC AGENCY acknowledges and understands that any estimated cost to construct the Project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.

3. Reimbursement of CSXT Expenses.

3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the “**Reimbursable Expenses**”).

3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$26,618** (the “**Estimate**” as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

3.3. Payment Terms.

3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall submit advance deposit payment to CSXT for Reimbursable Expenses in the amount set forth in Section 3.2 Estimate, with a copy of the CSXT Schedule PA form attached to this agreement, to the address on the CSXT Schedule PA form. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.

3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount

until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set

forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202
Attention: Scott Willis – Public Projects

If to Agency: City of Pelham
3162 Pelham Parkway
Pelham, Alabama 35124
Attention: Andre' Bittas – Director, Development Services & Public Works

8. Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
9. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
10. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
11. Applicable Law. This Agreement shall be governed by the laws of the State of Alabama, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Project: Pelham, Shelby County, AL
CR-52 New BOH over CSXT closure of 2 crossings
352255T, 639539V, S & N A South Sub, 000 411.09, ANJ-959.53
OP No. TBD

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **June 18, 2025**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF PELHAM

By: _____

Print Name: _____

Title: _____

CSX TRANSPORTATION, INC.

By: _____

Name: Scott Willis

Title: Project Manager II – Public Projects

ACCT. CODE : 709 - TBD

Form Revision
20251029-B

ESTIMATE SUBJECT TO REVISION AFTER: 2/23/2027		DOT NO.: 352255T, 639539V (closures)	
CITY: Pelham	COUNTY: Shelby	STATE: AL	
DESCRIPTION: Preliminary Engineering for CR-52 construction of new bridge over CSXT DOT TBD and closure of two (2) at grade crossings			
DIVISION: Atlanta	SUB-DIV: S & N A, Lineville	MILE POST: 000-411.08, ANJ-959.53	
AGENCY PROJECT NUMBER:			

PRELIMINARY ENGINEERING:

Contracted & Administrative Engineering Services	\$ 26,618
Subtotal	\$ 26,618

CONSTRUCTION ENGINEERING/INSPECTION:

Contracted & Administrative Engineering Services	\$ -
Subtotal	\$ -

FLAGGING SERVICE: (Contract/CSX Labor)

Engineering Labor (Foreman/Inspector/Flagman)	0	Days @	\$ 700.00	\$ -
Additive	240.40% (Engineering Department)			\$ -
Subtotal				\$ -

SIGNAL & COMMUNICATIONS WORK:

	\$ -
--	------

TRACK WORK:

	\$ -
--	------

CONTRACT WORK:

	\$ -
--	------

PROJECT SUBTOTAL:

	\$ 26,618
--	-----------

CONTINGENCIES: 0.00%

	\$ -
--	------

PROJECT TOTAL:

	\$ 26,618
--	-----------

CURRENT AUTHORIZED BUDGET:

	\$ -
--	------

TOTAL SUPPLEMENT REQUESTED:

	\$ 26,618
--	------------------

DIVISION OF COST:

Agency	100.00%	\$ 26,618
Railroad	0.00%	\$ -
		\$ 26,618

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Director - CSXT Public Projects, Jacksonville, Florida

Estimated prepared by: STV

DATE: 02/20/26

REVISED: _____

Approved by: KSW

DATE: 02/23/26

CSXT Public Project Group

Project: Pelham, Shelby County, AL
CR-52 New BOH over CSXT closure of 2 crossings
352255T, 639539V, S & N A South Sub, 000 411.09, ANJ-959.53
OP No. TBD

CSXT Schedule PA

PAYMENT SUBMISSION FORM

Project Description: Pelham, Shelby County, AL CR-52 New BOH over CSXT closure of 2 crossings 352255T, 639539V, S & N A South Sub, 000 411.09, ANJ-959.53

CSXT OP# _____ (To be filled in by CSXT)

Payment may be made via paper check or ACH/EFT payment as detailed below.
Payment due prior to work commencing.

*****Mail a Check*****
Mail this form (via USPS only),
along with your paper check (do not
send the Agreement) to the following
address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

OR

*****ACH/EFT Payment*****
Submit Payment to:

**CSXT Govt. Billing
P.O. Box 530192
Atlanta, GA 30353-0192**

**Acct # 1219082172
ACH ABA# 267084199**

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check or associated ACH/EFT payment info, along with this form via email/mail to:

**Project Manager II - Public Projects
Scott Willis@csx.com
Monica_Grantmack@csx.com
904-359-1405**

(All information below to be completed by Agency providing Payment)

Sponsor Name

Payment Date

Check #

Amount

RESOLUTION 2026-03-19-05

Authorizing an Agreement with AECOM for Engineering, Surveying, and Related Professional Services Related to the County Road 52 Railroad Crossing Elimination Project

WHEREAS, the City of Pelham has been awarded federal funding through the Federal Railroad Administration (FRA) under the Railroad Crossing Elimination Program to undertake the County Road 52 Railroad Crossing Elimination Project in Pelham, Alabama; and

WHEREAS, the project consists of the elimination of two railroad crossings on County Road 52 through roadway realignment and the construction of a bridge over the existing rail lines, along with associated roadway and intersection improvements; and

WHEREAS, County Road 52 is a critical corridor connecting the City of Pelham to surrounding communities and Interstate 65, and the existing crossings have historically caused significant traffic delays and impeded emergency response access; and

WHEREAS, the FRA has formally obligated grant funding for the project, allowing the City to proceed with project development, engineering, and implementation phases; and

WHEREAS, the City desires to engage a qualified firm to provide comprehensive engineering, surveying, and related professional services necessary for the successful development and delivery of the project; and

WHEREAS, AECOM has the expertise and qualifications to provide such services, including but not limited to preparation of required environmental documents, preparation of roadway, bridge, lighting, and signal plans, coordination with Shelby County, Alabama, the Alabama Department of Transportation, and CSX Transportation, Inc., utility coordination, acquisition of required rights-of-way, and provision of construction engineering and inspection services during construction.

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

1. The City Council hereby authorizes the Mayor, on behalf of the City, to execute an agreement with AECOM to provide engineering, surveying, and related professional services for the County Road 52 Railroad Crossing Elimination Project for a total fee of \$5,487,034.00.
2. The scope of services shall include, but is not limited to, preparation of environmental documentation, design of roadway, bridge, lighting, and signal plans; coordination with applicable local, state, and railroad entities, utility coordination, right-of-way acquisition, and construction engineering and inspection services.
3. Funding for this agreement and project has been budgeted for FY2026 budget.
4. The City Manager, Finance Director, City Clerk/Treasurer, and Director of Development Services & Public Works, and/or their designees are hereby authorized to take all actions necessary to carry out the intent of this Resolution and to make budgetary and general ledger adjustments, as necessary.

5. This Resolution shall become effective immediately upon its adoption.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-03-19-05 be given vote, and said Resolution passed by unanimous voice vote of the Council present, and the President of the Council declared the same passed and adopted.

ADOPTED this 19th day of March 2026.

Chad Leverett, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, 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 19th day of March 2026 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 19th day of March 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager
FROM: Andre' Bittas, DSPW Director
DATE: March 06, 2026
RE: CR-52 Railroad Crossing Elimination Project – FRA Grant

Attached is the proposal from AECOM to provide Engineering and surveying services that includes, preparation of the required environmental documents, prepare roadway, bridge, lighting and signal plans, Coordination with Shelby County, Alabama Department of Transportation, CSX, and utility coordination and acquisition of the required right-of-way and provide construction and Engineering Services during construction. These services will be provided for a total fee of \$5,487,034.00.

The project is budgeted in the FY26 budget.

March 2, 2026

Mr. Andre' Bittas
Director of Development Services
And Public Works
3162 Pelham Parkway
Pelham, Alabama 35124

**Subject: Professional Services Manday
Estimate and Fee Proposal
County Road Railroad Crossing
Elimination Grant**

Dear Mr. Bittas:

We are pleased to submit our manday estimate and fee proposal to prepare the required environmental documents, secure corridor approval, prepare roadway, bridge, lighting & signal plans, provide 3rd party plan reviews, acquire required right-of-way, coordinate with impacted utility companies, and provide construction engineering & inspection on the above referenced project. This manday and fee proposal is based on discussions with your office, including the one held on February 9, 2026, as well as the kickoff meeting with FRA held on August 31, 2024. As is industry standard, we are proposing a "lump sum" fee for the pre-construction work and a "cost-plus" fee for the construction engineering and inspection. Clarifications to our scope of work are as follows:

Grant Reporting and Coordination

- **General grant administration:** AECOM will act as the Grantees' administrator and will be the primary point of contact in their correspondence with the FRA regarding the grant funded project.
- **Monthly progress updates and meetings:** The FRA will request to establish a monthly (or every four weeks) meeting with the grantees to discuss the progress of the Project. This meeting serves as the platform to discuss any milestone achieved, issues identified, and mitigation strategies employed to address these issues. AECOM will coordinate and lead these meetings and will develop and deliver any correspondence or documentation of items discussed during these meetings, as requested by either the Grantor or Grantee.
- **Quarterly reporting:** Development of both the Federal Financial Report (FFR) and Federal Quarterly Report (FQR) as required quarterly. AECOM will work with the City of Pelham to collect relevant information on project progress and project expenditures to include in the reporting. Drafts of each report will then be provided to the authorized representatives of the City.
- **Reimbursement Requests:** Reimbursement requests are made periodically (as needed or on a quarterly basis) and must utilize a specific type and format of reporting which, along with documentation of expenditures (invoices), must be submitted via the Delphi Invoicing System. AECOM will work with the City to compile the invoice bundles, populate the reimbursement request documentation, and send these to the authorized representative who has access and authority to submit these requests via the appropriate portal.
- **Close Out Reporting:** Following completion of construction of the Project, the City must submit a comprehensive close out report which details all work undertaken during the duration of the grant funded project. AECOM will develop this close out report and deliver a draft version for review to the City. Following any revisions stemming from this review by the Grantees, AECOM will submit the report via email to the FRA's project manager.

- **Post Construction Performance Reporting:** Following the completion of construction and the commencement of operations, the Grantee must submit a report on an annual basis on the performance of operations for a period of three years. This report will focus on two main areas of operations which the Grantee's advised in the application would see improvements as a result of the implementation of the Project.

Environmental/Corridor Study

- It is anticipated that the level of environmental documentation required by FRA will be a new Categorical Exclusion (CE) to be carried thru the NEPA process. If it is determined that an Environmental Assessment will be needed, then this effort would require a request for supplement.
- Notice of Public Involvement letters to adjacent property owners to be drafted by and sent to owners by AECOM.
- AECOM with assistance from the City of Pelham to publish advertisement of interest if necessary.
- New Air and Noise analysis technical studies will be included.
- We are assuming there will be at least two streams and one wetland within the project limits.
- Wetland/stream delineation will be mapped with GPS and wetland boundary flagged within the study limits.
- Wetland/stream reports will include delineation forms for wetland/upland points for each site.
- A Section 404 will be required from the Corps of Engineers with less than ½ acre of impact anticipated to waters of the U.S.
- Compensatory mitigation coordination to be handled by AECOM.
- Pelham will handle payment to mitigation bank as necessary.
- An updated Phase I Cultural Resource Assessment is anticipated for the study limits for the FRA project. Edwards-Pitman will perform this task and their proposal is included as **Appendix #1**.
- Coordination with SHPO is anticipated for the study area. We are assuming no significant archaeological material will be present. Any additional investigation required beyond a Phase I Cultural Resource Assessment will result in the request for a supplement.
- The USFWS Information for Planning and Consultation (IPac) tool indicated the habitat range for species that may be found within the preliminary study area. AECOM will perform a habitat assessment of the study area to confirm the presence of species habitat listed in the iPaC and provide report to USFWS. It is assumed that if bat habitat is found, plan notes will be included requiring that tree removal and bridge demolition/removal activities can only be conducted during an October 15 – March 31 window in order to avoid potential effects to federally listed bat species. Due to the project corridor being in a developed area and previously surveyed, it is not anticipated that suitable habitat for flowering species listed will be found. Nine aquatic species were listed for the study area. If suitable aquatic habitat is found and avoidance of the species is not possible, then a supplement will be requested for specific aquatic species survey. If relocation of the aquatic species is not possible, then section 7 formal consultation may be required. If a Biological Opinion is necessary from USFWS and a biological assessment report is required, then this effort would require a request for supplement.
- It is assumed no section 4(f)/6(f) lands will be impacted by this project.
- One in-person Public Involvement Meeting and Virtual Public Meeting Room will be required. AECOM to coordinate public involvement for the project as follows:
 - Prepare materials for and attend a single Public Involvement Meeting
 - Develop a project website/virtual public meeting room with project mapping, visualizations, etc.
 - Prepare a visualization depicting the finished project features for the area around the bridge over CSX Railroad and for 500 feet either side.
 - AECOM to assist the City of Pelham with advertising for the Public Involvement Meeting through appropriate channels.
 - Public Meeting to be held at the City of Pelham's facility.

Field Survey

- This existing survey will need to be supplemented to include the full length of width of the project.
- A portion of the project was surveyed previously by Gonzalez-Strength & Associates. GSA will update their survey and expand to include all areas of the project east of US-31 through the I-65 Southbound Ramps. Due to their previous involvement on this portion of the project, we are proposing to use GSA to update and provide the additional survey in this area. Their survey will be performed to ALDOT Standards and their proposal is included as **Appendix #2**.
- For the portion of the project west of US-31, we are proposing to use Dynamic Civil Solutions. Their survey will also be done to ALDOT Standards and their proposal is included in **Appendix #3**.

Traffic Study

- While some traffic analysis work was done to provide data for the grant application, the study will need to be refined and finalized for inclusion into the required Environmental Document.

Roadway Design

- Final roadway, signal and lighting plans will be included for the length of the County Road 52 from approximately Clark St. to the I-65 Southbound Ramps.
- Final roadway plans for planned improvements along US31 and all access roads for the project.
- Plan development will generally be according to local procedures with opportunities for review by the City of Pelham, Shelby County, ALDOT, and CSX Railroad.
- Dependent upon the commitments made during the NEPA process, sidewalks and/or multi-use paths may be required for all or portions of the project including CR52 and US31.
- Proposed retaining walls for the project will be contractor designed as outlined in the specifications.
- New signalized intersection designs will be required for the CR-52/US-31, CR-33, & I-65 and signal removal/modification plans will be needed for the US-31/Word Dr. & Pelham City Hall Intersections. We will use All Traffic Data Services to count traffic on the existing intersections. Their proposal is included as **Appendix #4**.
- Roadway lighting plans will be included for lighting the pedestrian walkways in the vicinity of the bridge only. The project will not include full roadway lighting.
- The project will include a multi-use path along CR52 from the beginning of the project to US31 including over the 2 required bridges.
- Minimal pedestrian accommodations may be included on CR52 east of US31 as required by FRA and committed to in the Environmental Document.
- Plan sheets anticipated for the roadway plans include the following:

Sheet	Number	Description/Comment
Title	1	
Index	3	Sheets and Standard/Special Drawings
Geo Layout/Controls	9	
Project Notes	5	Project, TCP, Signage, Signal, & Lighting
Legend	2	
Typical Section	6	3 Mainline(CR52 & US31), 3 access/sideroads
Misc. Details	3	Ditches, Multi-use paths, tie-ins
Quantity Sheets	9	2 main summary & 8 individual
Plan & Plan/Profile Sheets	6	1.4 miles mainline(CR52 & US31) – 50 scale
Profile Sheets	4	Mainline/access roads
Paving Layout	6	
Signing & Striping	6	
Seq. of Const.	1	Includes TCP Summary

TCP Typical Sections	2	
TCP Layouts	18	3 phases
Lighting Layout	6	
Lighting Details	3	
Utility Sheets	10	Plan & profile
Hyd. Data Sheet	1	
Drainage Sections	12	
Erosion Control Legend	1	Includes sequence
Erosion Control Sheets	18	3 phases
Sed. Basin Details	6	6 basins anticipated
Ret. Wall Profiles	6	Anticipate walls along CR52 to minimize impacts
Mainline Cross Sections	45	CR52 & US31 - 3 per sheet
Sideroad Cross Sections	10	Includes access roads
Earthwork Summary	1	

- We anticipate reviews of the plan set at 30, 60, & 90% stages. The appropriate stakeholders will be invited to reviews at the City's facility. We are proposing use of Barge Design Solutions as an independent reviewer of the plans and Gregg Bissot, PE will lead the reviews. Gregg has led reviews of similar plan sets for ALDOT for years and will he furnish written comments from each of the reviews. Barge Design Solution's Proposal is included as **Appendix #5**.

FEMA Floodplain Modeling and Hydraulic Analysis

- AECOM will perform the required analysis associated with Buck and Pevine Creeks. As outlined in the Grant Application, much of the project is in a regulated FEMA floodplain and CR-52 overtops considerably which impacts traffic and emergency response in the area.
- AECOM will do the HEC RAS modeling and prepare the Hydraulic and Hydrological Reports to satisfy ALDOT requirements as outlined in their Hydraulic Manual.
- A site visit will be performed by the hydraulic modeling team prior to modeling the sites.
- The HEC RAS modeling will include a natural, existing, and proposed condition model for each of the three sites. These models will be used to ensure the proposed structures meet all requirements and will be used to determine that a no-rise condition can be satisfied. As these streams cross over FEMA detailed studied waterways, the FEMA models will be requested, and the proposed structures will be evaluated in the FEMA models.
- It is anticipated that the structures will not create a rise in the published FEMA water surfaces and thus a CLOMR/LOMR will not be required.

Geotechnical Investigations, Recommendations and Reporting

- We will utilize Terracon for the required geotechnical work for the project. We have worked with them on numerous similar assignments and are confident in their ability to produce timely and quality work.
- Terracon will perform field investigations and provide a Slope Study, Materials Report, Wall Foundation Reports, and Bridge Foundation Reports as outlined in their proposal in **Appendix #6**.

Utility Relocation & Railroad Coordination

- Extensive coordination is anticipated to facilitate the relocation of utilities along the corridor.
- Utility agreements are anticipated with the City, County, and ALDOT.
- Portions of the utility relocations will be included in the larger roadway plan set and construction letting.
- Numerous individual and group coordination meetings are expected.
- Design of City of Pelham utilities along the corridor will be designed by Municipal Consultants as outlined in their proposal in **Appendix #7**.

- All submittals for the required railroad coordination will be handled by AECOM with input for the City as needed.

Right of Way Acquisition

- AECOM will prepare the right-of-way mapping, tract sketches and deeds with Wisener, LLC doing the acquisition and negotiations.
- Prior to making contact for proposed property acquisitions, the property being acquired will need to be staked to ensure the owners understand extent the property being acquired.
- Due to the funding source for the project, the acquisition of property will be done to all federal requirements.
- Acquisitions are planned for 21 tracts as shown in the layout maps shown in the Grant Application.
- Wisener, LLC's proposal for their services is shown in **Appendix #8**.

Roadway Lighting Design

- Lighting will be designed for the multi-use path we anticipate including along the south side of CR-52 between the beginning of the project and the intersection with US-31. Lighting will be a combination of barrier and ground mounted.

Bridge Design

- The bridge designs for the project will include the US-31 Northbound bridge over CSX Railroad, CR-52 Bridge over the dual CSX rail lines, and the CR-52 Bridge over Buck Creek.
- The design of the CR-52 Bridges will include minimal aesthetic features to include a decorative crash worthy barrier between the travel way and walkway and fencing on the outside of the bridge.
- All bridge designs will be governed by AASHTO LRFD Bridge Design Specifications, 9th Edition and applicable interims along with the latest edition of the ALDOT Structural Design Manual.
- The CR-52 bridges and the US-31 NB bridge will utilize prestressed concrete girders for all spans.
- We have assumed multi-phased construction for the US-31 NB bridge.
- All CSX railroad permitting and clearance requirements per the latest edition of the CSX Public Project Manual will be followed.
- Once all geometry is verified, a Type, Size and Location (TS&L) 30% bridge layout will be produced and submitted for approval. Upon TS&L approval, 60% design and bridge plans will be produced for review and approval. After all 60% comments have been resolved, a 95% submittal will be provided for final review. After final review approval, final plans will be provided for construction letting.
- At the conclusion of the project both bridges will be rated per the ALDOT Bridge Bureau Structural Design Manual, Section 16 and the ALDOT Maintenance Bureau Bridge Inspection Manual, Appendix I.

Construction Engineering and Inspection

- AECOM will provide services as necessary for contract administration to produce construction in reasonable conformity with the plans, specification, and contract provisions. AECOM will advise the City of Pelham designated Project Manager of and shall document any omissions, substitutions, defects, and deficiencies. AECOM to provide services on the project per the Alabama Department of Transportation's Construction and Testing Manuals.
- AECOM will monitor the construction of the Project for consistency with the plans, specifications, and contract provisions. AECOM will monitor construction materials as

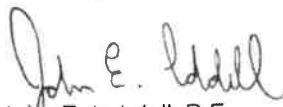
required for quality of workmanship and materials in reasonable conformity with the plans specifications and contract provisions.

- AECOM will endeavor to perform all management engineering services to monitor proper coordination of activities of all parties involved in accomplishing completion of projects; maintain complete, accurate records of all activities and events related to the project; properly document all significant changes to the project; provide interpretation of plans, specifications and contract provisions; make recommendations to the City of Pelham to resolve disputes that may arise in relation to the construction contract; and to maintain an adequate level of surveillance of the Contractor's activities. All recordation and documentation will be in accordance with standard ALDOT procedures, formats and content.
- AECOM shall provide a sufficient number of qualified personnel as directed by the City of Pelham to effectively carry out its responsibilities under this Agreement. AECOM shall utilize only competent personnel who are qualified by experience and education. AECOM shall submit, in writing, to the City of Pelham Project Manager the name of all personnel to be considered for assignment to the Project, together with a detailed resume of each person's qualifications and copies of current certifications, education and experience.
- Deliverables to the City of Pelham to include items needed to manage the Contractor during construction to include paperwork and reporting meeting the requirements of an ALDOT funded project as outlined in ALDOT's Construction and Testing Manual.
- Dynamic Civil Solutions, Terracon and Municipal Consultants will be used as a subs for the CE&I portion of the project as outlined in the fee estimate. DCS will be responsible for any construction surveying needed and will furnish a single inspector for the duration of the project. Terracon will be utilized for any material testing needs and construction support as the Geotechnical Engineer of Record as shown in their proposal shown in **Appendix #6**. Municipal Consultants will provide construction observation and administration as outlined in their proposal shown in **Appendix #7**.

Multiple agencies will be involved in various reviews during the design of the project. AECOM will work with the stakeholders at project inception to establish a review process which will facilitate review of appropriate portions of the plan set by the appropriate agencies. These agencies will include the City of Pelham, ALDOT, Shelby County, and CSX Railroad.

We look forward to providing these services to the City of Pelham on this very important project. If you have any questions or need any additional information, please let me know.

Sincerely,



John E. Lobdell, P.E.
Associate Vice President

Project No. TBD	
Client City of Pelham	
Description CR-52 from Clark St. to I-65 Southbound Ramps	
Scope of Work Environmental, ROW Acquisition, Design, Grant Administration & Construction Engineering/Inspection	
Project Length 1.40 Miles	
Consultant AECOM	
GRAND TOTAL OF FEE PROPOSAL	
Grant Administration & Coordination	\$181,263
Corridor Study/Environmental(includes Sub - Edwards Pitman Sub)	\$344,202
Project Visualization	\$47,877
FEMA Flood Plain Study	\$103,779
Right-of-Way Map, Tract Sketches and Deeds(includes Sub-Wisener, LLC)	\$345,928
Roadway & Lighting Plans(includes Subs - Surveying -GSA & DCS, Geotech-Terracon, Barge - Plan Reviews)	\$1,467,186
Bridge Plans	\$847,246
Utility Relocation Coordination & Railroad Coordination(includes Sub - Municipal Consultants)	\$335,565
Construction Engineering & Inspection(includes Subs - DCS, Terracon & Municipal Consultants)	\$1,813,988
GRAND TOTAL FEE	\$5,487,034

Office overhead rate (%)	121.28
Field overhead rate (%)	104.11

OFFICE LABOR RATES

Classification	Daily Rate
Project Manager	\$778.58
Engineer	\$584.21
Environmental	\$559.40
Bridge Engineer	\$563.70
Engineering Technician/CADD	\$416.61
Environmental Technician	\$334.55
Bridge Technician/CADD	\$370.53
Senior Hydro Engineer	\$490.67
Hydro Engineer	\$408.87
Clerical	\$272.83
Visualization Engineer	\$897.06
Visualization Modeler	\$392.39
Visualization Tech	\$249.06

FIELD LABOR RATES

Classification	Daily Rate
Project Engineer/Manager	\$ 475.92
Senior Inspector	\$ 322.96
Level II Insp	\$ 237.28
Level I Insp	\$ 167.20
Staff Structural Engineer	\$ 620.08
Office Eng.	\$ 338.88
Staff Engineer	\$ 642.56

Project No. TBD County City of Pelham Description CR-52 from Clark St. to I-65 Southbound Ramps Scope of Work Environmental, ROW Acquisition, Design, Grant Administration & Construction Engineering/Inspection Project Length 1.40 Miles			
Consultant AECOM			
GRANT ADMINISTRATION	Engineer	Engineer Tech	
1. Monthly progress updates and meetings(10hours/month for 4 years)	15.00	45.00	
2. Quarterly reporting & reimbursement requests(20hours/quarter for 4 years)	12.00	28.00	
3. Close out reporting(40 hours total)	10.00	30.00	
4. Post-construction performance reporting(20 hours annually for 3 years)	2.00	6.00	
TOTALS	39.00	109.00	

Project No. TBD			
County City of Pelham			
Description CR-52 from Clark St. to I-65 Southbound Ramps			
Scope of Work Environmental, ROW Acquisition, Design, Grant Administration & Construction Engineering/Inspection			
Project Length 1.40 Miles			
Consultant AECOM			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng. & Env.)	11.40	\$ 778.58	\$ 8,875.81
Engineer	34.00	\$ 584.21	\$ 19,863.14
Engineering Technician/CADD	30.00	\$ 416.61	\$ 12,498.30
Environmental	80.00	\$ 559.40	\$ 44,752.00
Environmental Technician	92.00	\$ 334.55	\$ 30,778.60
Clerical	2.00	\$ 272.83	\$ 545.66
Total Direct Labor			\$ 117,313.51
Combined Overhead (%)	121.28		\$ 142,277.82
Out-of-Pocket Expenses**			\$ 1,843.00
Sub-Total			\$ 261,434.33
Operating Margin (15%)			\$ 39,215.15
Sub-Total			\$ 300,649.48
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Edwards Pitman (Cultural Resources)		\$	41,478.92
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	2,073.95
Sub-Total			\$ 344,202.35
			\$ -
TOTAL FEE			\$ 344,202.35

**See Grand Total Fee sheet

Project No. TBD County City of Pelham Description CR-52 from Clark St. to I-65 Southbound Ramps Scope of Work Environmental, ROW Acquisition, Design, Grant Administration & Construction Engineering/Inspection Project Length 1.40 Miles Consultant AECOM					
CORRIDOR STUDY					
	Engineer	Engineer	Tech	Environment	Environ. Tech
Task A: Preliminary Corridor Investigation					
A-1 Obtain & Study State Supplied Maps				1.00	
A-2 Prepare Corridor Base Maps, Identify Features & Env. Sensitive Areas				0.50	
1. Data Search on Env. Features and Haz Mat				0.50	0.50
2. Field Locate Haz Mat and Wetlands				0.50	0.50
3. Prepare base mapping and label features (w/ aerial photography)				0.50	
A-3 Consult With Various Agencies, Ascertain Their Requirements				0.50	
1. Prepare Need and Purpose Statement and Project Description				0.50	
2. Create Project Location Map for Views and Comments Letter				0.50	
3. Review alternatives				0.50	
4. Biweekly one hour teams meeting with FRA/City (2 years)	8.00		8.00	8.00	8.00
A-4 Develop General Design Criteria for Each Reasonable Alternative					
A-5 Develop Study Report and Present to State and FHWA				0.50	
1. Environmental Matrix for build alternative				0.50	
2. Summarize environmental impacts for study report				0.50	
A-6 Traffic Study					
1. Traffic Forecasts (Build Year, Design Year)	1.00		1.00		
2. Traffic Analysis (Existing, Build Year, Design Year)	2.00		1.00		
3. Report/Documentation	12.00		5.00		
Task A Totals	23.00		15.00	13.00	10.00
Task B: Alternative Upgrading Studies					
B-1 Develop and Study Preliminary Alternatives Designs to Determine Feasibility	2.00		2.00	2.00	2.00
B-2 Tabulate ROW Requirements for All Alternatives/Develop Cost Estimates					
B-3 Conduct Environmental Studies/Develop Alternative Matrix				1.00	1.00
1. Right of Entry mailout prior to fieldwork				0.50	
2. Analysis of socioeconomic features				0.50	
3. Analyze Environmental Justice Issues				0.50	
4. Coordinate prime farmland and complete form AD10016				0.50	
5. Develop land use and determine impacts				0.50	
6. Conduct Initial 4(f) / 8(f) analysis, coordinate with FRA, STATE and ADECA (None Anticipated)				0.50	
7. Locate floodplain			1.0	1.00	1.00
8. Conduct Location Risk Assessment				0.50	
9. Coordinate with FEMA				0.50	
10. Perform Phase I Environmental Site Assessment				2.00	2.00
11. File review of potential hazard sites				1.00	1.00
12. Complete hazardous material notification forms and mapping				1.00	2.00
13. Provide updated hazardous material notification forms to Client				1.00	
14. Formal traffic for Air and Noise update analysis				1.00	2.00
15. Air memo for CO, MSAT & PM 2.5				1.00	2.00
16. Noise analysis and report of sensitive receptors in study limits of project				3.00	8.00
17. Delineate wetland/stream sites with GPS and flag tape				2.00	2.00
18. Complete wetland delineation data forms for each wetland/upland location				2.00	2.00
19. Wetland/Stream Survey Form and Mapping				3.00	5.00
20. Wetland/Stream Survey P-JD				3.00	3.00
21. USACE Coordination				3.00	2.00
22. 404 NW Permit application (1 Permit for construction)				5.00	5.00
23. 404 Mitigation efforts for stream/wetland impacts				2.00	2.00
24. Habitat Survey and Assessment Report				3.00	5.00
25. USFWS Coordination (Bat and aquatic species habitat)				2.00	3.00

CORRIDOR STUDY					
B-4 Prepare Information for and Attend Public Inv. Meeting / Analyze Comments					
1. Prepare information for and attend in person meeting	3.00	3.00	3.00	3.00	
2. Prepare online mapping, power point presentation and mailout		3.00	2.00	3.00	0.50
3. Summary letter and comment responses	1.00	1.00	2.00	2.00	
B-5 Review Feasible Alternates & Prepare Categorical Exclusion					
1. Coordinate with FRA, City of Pellham, Shelby County and ALDOT	5.00	5.00	5.00	5.00	
2. Update relocation cost estimate					
3. Environmental Commitments coordination			1.00		
4. CE figures			3.00	3.00	
5. CE text (1 Preferred Alt earned thru)			5.00	5.00	
6. Submit document to FRA			2.00	2.00	
7. Respond to comments from FRA			2.00	2.00	
8. Revise and edit document			2.00	2.00	
9. Publish document			2.00	2.00	0.50
B-6 Prepare Information for and Attend Corridor Hearing / Analyze Comments (Design Hearing not Anticipated)					
	11.00	15.00	67.00	82.00	2.00
Task B Totals					
Task C: Engineering Analysis on Selected Alternative					
C-1 Refine Selected Alternative and Prepare Layout Map and Profile/Study Report					
C-2 Prepare FONSI on Preferred Alternative/Submit for Review & Approval					
Task C Totals	0.00	0.00	0.00	0.00	0.00
TOTALS	34.00	30.00	80.00	92.00	2.00

Project No. TBD																																																	
County City of Pelham																																																	
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***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project No. TBD County City of Pelham Description CR-52 from Clark St. to I-65 Southbound Ramps Scope of Work Environmental, ROW Acquisition, Design, Grant Administration & Construction Engineering/Inspection Project Length 1.40 Miles				
Consultant AECOM				
PROJECT VISUALIZATION VIDEO				
	Visualization Engineer	Visualization Modeler	Visualization Tech	
1. Create 3D environment adjacent to project area. includes existing bridge and roadway	2.00	3.00	5.00	
2. Draft new roadway/bridge geometry	2.00	3.00	3.00	
3. populate model with animated traffic and walking people	0.50		3.00	
4. Create 4 separate 3D models that show the major phases.	2.00	7.50	5.00	
5. Render animation showing the operations of traffic during each of the major phases of construction	2.00		5.00	
TOTALS	8.50	13.50	21.00	

Project No. TBD County City of Pelham Description CR-52 from Clark St. to I-65 Southbound Ramps Scope of Work Environmental, ROW Acquisition, Design, Grant Administration & Construction Engineering/Inspection Project Length 1.40 Miles			
Consultant AECOM			
FEMA Flood Plain Study			
	Senior Hydro Engineer	Hydro Engineer	
1. Field work for all 3 sites	2.50	2.50	
2. Concept hydraulics(3 stream crossings and roadway profile increase on CR-52	1.00	1.00	
3. Prepare H&H Study(new CR-52 over Buck Creek)	10.00	12.00	
4. Prepare H&H Study(Peavine Creek)	10.00	12.00	
5. Prepare H&H Study(culvert under CR-52-increase profile)	10.00	13.00	
6. Prepare Final Reports and address stakeholder comments	4.00	5.00	
TOTALS	37.50	45.50	

Project No. TBD			
County City of Pelham			
Description CR-52 from Clark St. to I-65 Southbound Ramps			
Environmental, ROW Acquisition, Design, Grant			
Scope of Work Administration & Construction Engineering/Inspection			
Project Length 1.40 Miles			
Consultant			
Fee Proposal (ROW Map, Tract Sketches, Deeds & Acquisition)			
PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	1.15	\$ 778.58	\$ 895.37
Engineer	11.50	\$ 584.21	\$ 6,718.42
Engineering Technician/CADD	21.00	\$ 416.61	\$ 8,748.81
Clerical	0.00	\$ -	\$ -
Total Direct Labor			\$ 16,362.60
Combined Overhead (%)	121.28		\$ 19,844.56
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 36,207.16
Operating Margin (15%)			\$ 5,431.07
Sub-Total			\$ 41,638.23
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Wisener, LLC			\$ 289,800.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 14,490.00
Sub-Total			\$ 345,928.23
			\$ -
TOTAL FEE			\$ 345,928.23

**See Grand Total Fee sheet

Project No. <u>TBD</u> County <u>City of Pelham</u> Description <u>CR-52 from Clark St. to I-65 Southbound Ramps</u> Scope of Work <u>Environmental, ROW Acquisition, Design, Grant Administration & Construction Engineering/Inspection</u> Project Length <u>1.40 Miles</u> Consultant			
ROW Map, Tract Sketches and Deeds			
Estimated number of tracts= <u>21</u>			
Task A: Right-of-Way Map	3.00	6.00	0.00
Task B: Tract Sketches	5.00	10.00	0.00
Task C: Deeds	2.50	3.00	0.00
Staking proposed right of way	0.00	0.00	0.00
	1.00	2.00	0.00
TOTALS	11.50	21.00	0.00

Note: A "Tract" is all property of a single owner acquired for the project. This includes all parcels, drainage easements, construction easements, etc.

Project No. TBD
 County City of Pelham

Description CR-52 from Clark St. to I-65 Southbound F

Scope of Work Environmental, ROW Acquisition,
Design, Grant Administration &
Construction Engineering/Inspection

Project Length 1.40 Miles

Consultant AECOM

Supporting Documentation for ROW Fee Proposal

Property Owner	# of Tracts				
NYG ENTERPRISE LLC	1				
R & D LLC	1				
STATE OF ALABAMA	1				
GARDNER J ROBERT	1				
PATE MILTON E & MARTHA	1				
BUILDERS GROUP INC	1				
SUMMER CLASSICS					
PROPERTIES ONE LLC	1				
AQUATECH INC	1				
ALABAMA POWER CO	1				
SUMMER CLASSICS					
PROPERTIES ONE LLC	1				
SUMMER CLASSICS					
PROPERTIES ONE LLC	1				
COLONIAL PIPELINE					
COMPANY	1				
COLONIAL PIPELINE					
COMPANY	1				
PELHAM CITY OF	1				
WILLIAMS JACK R &					
ROSELLA M & DURRETT GR	1				
HOME DEPOT USA INC	1				
WALLACE GLORIA	1				
SALAS EIVO HERNADEZ &					
RIVERA CONSUELO	1				
KHORRAMABADI HAMID R &					
DOLORES MARIE	1				
CITY OF PELHAM	1				
CSX Railroad	1				

Project No. TBD			
County City of Pelham			
Description CR-52 from Clark St. to I-65 Southbound Ramps			
Environmental, ROW Acquisition, Design, Grant Administration & Construction Engineering/Inspection			
Scope of Work			
Project Length		1.40 Miles	
Consultant AECOM			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	25.06	\$ 778.58	\$ 19,511.21
Engineer	250.64	\$ 584.21	\$ 146,426.39
Engineering Technician/CADD	333.54	\$ 416.61	\$ 138,956.10
Clerical	0.00	\$ 272.83	\$ -
Total Direct Labor		\$	304,893.70
Combined Overhead (%)	121.28	\$	369,775.08
Out-of-Pocket Expenses**		\$	-
Sub-Total		\$	674,668.78
Operating Margin (15%)		\$	101,200.32
Sub-Total		\$	775,869.10
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Gonzales Strength and Associates(Surveying)		\$	113,787.00
DCS(Surveying)		\$	190,340.00
Terracon, Inc(Geotech)		\$	310,370.00
All Traffic Data Services(Traffic Counts)		\$	8,700.00
Barge Design Solutions(Plan Reviews)		\$	35,200.00
Subconsultant Administration Expense (5%)		\$	32,919.85
Sub-Total		\$	1,467,185.95
		\$	-
TOTAL FEE		\$	1,467,185.95

**See Grand Total Fee sheet

Project Number	TBD	0	0	CPMS #	
County	City of Pelham				
Description	CR-52 from Clark St. to I-65 Southbound Ramps				
Environmental, ROW Acquisition, Design and Grant Administration, & CEI					
Scope of work					
Length	1.40	miles			
Consultant AECOM					

ROADWAY PLANS SET 1 SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.50	0.50	0.75	0.75
INDEX SHEET	3.00	0.50	1.50	1.00	3.00
GEOMETRIC LAYOUT/SURVEY CONTROL	9.00	1.00	9.00	1.00	9.00
PROJECT NOTE SHEET (Project)	1.00	0.75	0.75	1.00	1.00
PROJECT NOTE SHEET (TCP)	1.00	0.25	0.25	1.00	1.00
PROJECT NOTE SHEET (Signage)	1.00	0.25	0.25	1.00	1.00
PROJECT NOTE SHEET (Signals)	1.00	0.25	0.25	1.00	1.00
			0.00		0.00
PROJECT NOTE SHEET (Lighting)	1.00	0.25	0.25	1.00	1.00
			0.00		0.00
PLANS LEGEND & ABBREVIATIONS(includes lighting)	2.00	0.50	1.00	0.50	1.00
TYPICAL SECTIONS					
Main Roadway	3.00	2.00	6.00	2.50	7.50
Access/Sideroads	3.00	1.50	4.50	2.00	6.00
Misc. Details Including Ditches	3.00	1.50	4.50	2.00	6.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
SUMMARY SHEET					
Main Summary	2.00	1.00	2.00	2.00	4.00
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	0.50	0.50	0.25	1.00	0.50
Culvert Extension, New Culvert	0.25	0.50	0.13	0.50	0.13
Bridge Culvert Extension, New Bridge Culvert					
Guardrail/End Anchors	0.25	0.50	0.13	1.50	0.38
Slope Paving (Under Bridges)	0.50	0.25	0.13	0.50	0.25
Side Drain Pipe	0.50	0.50	0.25	0.50	0.25
Signing	0.50	0.50	0.25	0.50	0.25
Base & Pavement	0.50	1.00	0.50	1.50	0.75
Bridge	0.50	0.50	0.25	1.00	0.50
Striping & Pavement Markings	0.50	0.50	0.25	0.50	0.25
Curb & Gutter	0.25	0.25	0.06	0.50	0.13
Bridge End Slabs	0.25	0.25	0.06	0.50	0.13
Roadway Lighting	1.00	0.50	0.50	1.00	1.00
Signals	0.50	0.50	0.25	1.00	0.50
ITS	0.50	0.50	0.25	1.00	0.50
Sidewalk	0.25	0.25	0.06	0.50	0.13
Slope Paving (Ditches)/Ditch Summary	0.25	0.50	0.13	0.50	0.13
Concrete Safety Barrier			0.00		0.00
Retaining Wall	0.25	0.25	0.06	0.50	0.13
Misc. Boxes	1.00	0.50	0.50	0.50	0.50
Erosion Control	0.50	0.50	0.25	0.50	0.25
Removal Items	0.25	0.50	0.13	1.00	0.25
Utility Relocation					
			0.00		0.00
PLAN & PROFILE					
Main Roadway - Plan/Profile - CR52 & US31	6.00	2.00	12.00	2.50	15.00
Profiles - mainline and access roads	4.00	2.00	8.00	2.00	8.00
Retaining/MSE Wall Profiles	6.00	1.00	6.00	1.50	9.00
			0.00		0.00
			0.00		0.00

ROADWAY PLANS SET 1 SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PAVING LAYOUT					
Main Roadway	6.00	1.00	6.00	2.00	12.00
Crossroads			0.00		0.00
Intersections			0.00		0.00
			0.00		0.00
INTERCHANGES					
Geometrics			0.00		0.00
Ramps Profiles			0.00		0.00
Site Grading			0.00		0.00
Cross Sections			0.00		0.00
Signing			0.00		0.00
Ramp Gore Details			0.00		0.00
			0.00		0.00
TRAFFIC CONTROL					
Sequence of Construction	0.50	1.00	0.50	1.50	0.75
Summary & Items	0.50	1.00	0.50	1.25	0.63
Typical Section Sketches	2.00	2.00	4.00	2.50	5.00
Layout Sheets (signs, devices, shifts, etc.) - 3 phases	18.00	1.00	18.00	1.50	27.00
Special Drawings	5.00	0.15	0.75	0.25	1.25
			0.00		0.00
			0.00		0.00
SIGNING					
Sign & Striping Layout	6.00	1.00	6.00	2.00	12.00
Sign X-Section			0.00		0.00
Sign Panel Details			0.00		0.00
Soils Data Sheets (provided by ALDOT)			0.00		0.00
			0.00		0.00
			0.00		0.00
SIGNALIZATION					
Traffic Signals - 5 intersections	5.00	3.00	15.00	3.00	15.00
Signal Special Project Detail	2.00	1.00	2.00	2.00	4.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
ITS					
ITS Design Sheets	3.00	1.50	4.50	3.00	9.00
Special Project Details	2.00	0.50	1.00	1.00	2.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
			0.00		0.00
LIGHTING					
Plan Layout(3 one line & 3 area)	6.00	2.50	15.00	3.50	21.00
Special Details	3.00	2.25	6.75	3.00	9.00
			0.00		0.00
			0.00		0.00
			0.00		0.00

ROADWAY PLANS SET 1 SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations (plan/profile)	10.00	0.25	2.50	0.50	5.00
			0.00		0.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations	12.00	3.00	36.00	2.50	30.00
Hydraulic Data Sheet	1.00	0.75	0.75	1.00	1.00
Details	2.00	0.25	0.50	0.50	1.00
Pre vs Post Hydraulic Evaluation for each drainage section			10.00		5.00
SOIL SHEETS					
Soil Boring Logs	10.00	0.00	0.00	0.25	2.50
Soil Profile			0.00		0.00
			0.00		0.00
EROSION CONTROL					
Legend & Sequence	1.00	0.25	0.25	0.25	0.25
Phased Sheets (Phase I)	6.00	0.50	3.00	1.00	6.00
Phased Sheets (Phase II)	6.00	1.25	7.50	2.00	12.00
Phased Sheets (Phase III)	6.00	0.50	3.00	1.00	6.00
CBMPP & NOI	1.00	3.00	3.00	3.00	3.00
Sediment Basin Details	6.00	2.00	12.00	2.50	15.00
ROADWAY CROSS SECTIONS					
Main Roadway	45.00	0.40	18.00	0.70	31.50
Side/Access Roads	10.00	0.30	3.00	0.50	5.00
			0.00		0.00
Earthwork Balancing	1.00	1.00	1.00	1.50	1.50
REVIEW COMMENTS Includes attending reviews					
30% Review			1.00		1.00
60% Inspection			3.00		3.00
90% Inspection			3.00		3.00
Cost Estimates			2.00		2.00
Design Hearing			0.00		0.00
SUB-TOTAL	232.00		250.64		333.54
10% Supervision			25.06		
TOTALS	232.00		250.64		333.54

Consultant:
Submittal Date:

AECOM

FEE COMPUTATIONS FOR PREPARING BRIDGE DESIGN & PLANS

PROJECT NO: TBD
DESCRIPTION: CR-52 from Clark St. to I-65 Southbound Ramps
COUNTY: Shelby

CR-52 Bridge over Buck Creek

SHEET TITLE	NO. OF SHEETS	CONSULTANT ESTIMATED MANDAYS		TOTAL DAYS
		ENGR. days/sheet	TECH. days/sheet	
Preliminary Bridge Layout	1	2	3	3
Index, Notes, Quantities, & Required	1	2	3	3
Bridge General Plan & Elevation	1	2	3	3
Foundation Layout	1	1	2	2
Joint Sections	1	1	2	2
Barrier and Fence Details	4	2	3	12
SUBTOTAL	9			25
BRIDGE SUPERSTRUCTURE DESIGN & DETAIL				
Span Details	3	2	3	9
Girder Details	3	2	3	9
Bearings, Diaphragms, Miscellaneous Details	3	2	3	9
SUBTOTAL per SPAN	9			27
Number of individual spans/girders requiring design and detail	1			
SUBTOTAL	9			27
Will bridge be in vertical curve or superelevation/transition? Enter "y" for yes, enter "n" for no	y			
Incremental (1/10 point) Elevations (when required)	1	2	1	1
BRIDGE SUBSTRUCTURE DESIGN & DETAIL				
Abutment	2	2	3	6
Abutment Details	1	2	3	3
SUBTOTAL per ABUT	3			9
Number of individual abutments requiring design and detail	2			
SUBTOTAL	6			18
Bent	0	0	0	0
Bent Details / Footings / Shafts	0	0	0	0
SUBTOTAL per BENT	0			0
Number of individual bents requiring design and detail	0			
SUBTOTAL	0			0

Complexity Effort - (entered as mandays) additional effort required due to complexity of design such as skew, honz. and vertical curve

3

3

SHOP DRAWING REVIEW

Prestressed Girders
Structural Steel
Bearings

3

3

2

BRIDGE RATING

10

TOTALS - Total # Shts	25	Engr. Days	69	Tech. Days	74
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Consultant:
Submittal Date:

AECOM

FEE COMPUTATIONS FOR PREPARING BRIDGE DESIGN & PLANS

PROJECT NO. T8D
DESCRIPTION: CR-52 from Clark St. to I-65 Southbound Ramps
COUNTY: Shelby

CR-52 Bridge over CSXRR

SHEET TITLE	NO. OF SHEETS	CONSULTANT ESTIMATED MANDAYS		TOTAL DAYS	TOTAL DAYS
		ENGR. days/sheet	TECH. days/sheet		
Preliminary Bridge Layout	2	2	3	4	6
Index, Notes, Quantities, & Required	1	2	3	2	3
Bridge General Plan & Elevation	2	2	3	4	6
Foundation Layout	1	1	2	1	2
Joint Sections	1	1	2	1	2
Barrier and Fence Details	6	2	3	12	18
SUBTOTAL	13			24	37
BRIDGE SUPERSTRUCTURE DESIGN & DETAIL					
Span Details	3	2	3	6	9
Girder Details	3	2	3	6	9
Bearings, Diaphragms, Miscellaneous Details	3	2	3	6	9
SUBTOTAL per SPAN	9			18	27
Number of individual spans/girders requiring design and detail	2				
SUBTOTAL	18			36	54
Will bridge be in vertical curve or superelevation/transition? Enter "y" for yes, enter "n" for no	y				
Incremental (1/10 point) Elevations (when required)	3	2	1	6	3
BRIDGE SUBSTRUCTURE DESIGN & DETAIL					
Abutment	2	2	3	4	6
Abutment Details	1	2	3	2	3
SUBTOTAL per ABUT	3			6	9
Number of individual abutments requiring design and detail	2				
SUBTOTAL	6			12	18
Bent	2	2	3	4	6
Bent Details / Footings / Shafts	3	2	3	6	9
SUBTOTAL per BENT	5			10	15
Number of individual bents requiring design and detail	2				
SUBTOTAL	10			20	30

Complexity Effort - (entered as mandays) additional effort required due to complexity of design such as skew, horiz. and vertical curve

SHOP DRAWING REVIEW

Prestressed Girders

Structural Steel

Bearings

BRIDGE RATING

TOTALS - Total # Shts

50

Engr. Days

119

Tech. Days

145

Consultant:
Submittal Date:

AECOM

FEE COMPUTATIONS FOR PREPARING BRIDGE DESIGN & PLANS

PROJECT NO. TBD
DESCRIPTION: CR-52 from Clark St. to I-65 Southbound Ramps
COUNTY: Shelby

US-31 Bridge over CSXRR and Buck Creek

SHEET TITLE	NO. OF SHEETS	CONSULTANT ESTIMATED MANDAYS		TOTAL DAYS	TOTAL DAYS
		ENGR. days/sheet	TECH days/sheet		
Preliminary Bridge Layout	2	2	3	4	6
Index, Notes, Quantities, & Required	1	2	3	2	3
Bridge General Plan & Elevation	1	2	3	2	3
Sequence of Construction	3	1	2	3	6
Foundation Layout	1	1	2	1	2
Joint Sections	2	1	2	2	4
SUBTOTAL	10			14	24
BRIDGE SUPERSTRUCTURE DESIGN & DETAIL					
Span Details	2	2	3	4	6
Girder Details	1	2	3	2	3
Bearings, Diaphragms, Miscellaneous Details	1	2	3	2	3
SUBTOTAL per SPAN	4			8	12
Number of individual spans/girders requiring design and detail		4			
SUBTOTAL	16			32	48
Will bridge be in vertical curve or superelevation/transition? Enter "y" for yes, enter "n" for no		y			
Incremental (1/10 point) Elevations (when required)	2	2	1	4	2
BRIDGE SUBSTRUCTURE DESIGN & DETAIL					
Abutment Stages	3	2	3	6	9
Abutment Details	1	2	3	2	3
SUBTOTAL per ABUT	4			8	12
Number of individual abutments requiring design and detail		2			
SUBTOTAL	8			16	24
Bent Stages	3	2	3	6	9
Bent Details / Footings / Shafts	2	2	3	4	6
SUBTOTAL per BENT	5			10	15
Number of individual bents requiring design and detail		3			
SUBTOTAL	15			30	45

Complexity Effort - (entered as mandays) additional effort required due to complexity of design such as skew, horz. and vertical curve

5

5

SHOP DRAWING REVIEW

Prestressed Girders
Structural Steel
Bearings

3

3

2

BRIDGE RATING

10

TOTALS - Total # Shts	51	Engr. Days	119	Tech. Days	148
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Project No. TBD County City of Pelham Description CR-52 from Clark St. to I-65 Southbound Ramps Scope of Work Environmental, ROW Acquisition, Design, Grant Administration & Construction Project Length Engineering/Inspection 1.40 Miles				
Consultant AECOM				
Utility Relocation & Railroad Coordination				
	Engineer	Tech/CADD		
1. Prepare for and hold early coordination with all impacted utilities. Submit preliminary plan set to all participants	2.00	4.00		
2. Submit 65% plans to all impacted utilities and make additional contact with all owners.	2.00	4.00		
3. Coordinate Utility Agreements with impacted owners and stake holders. Includes inclusion of relocation into construction plan set where appropriate.	12.00	24.00		
4. Railroad Coordination	2.00	4.00		
TOTALS	18.00	36.00		

Project No. TBD				
County City of Pelham				
Description CR-52 from Clark St. to I-65 Southbound Ramps				
Environmental, ROW Acquisition, Design, Grant				
Scope of Work Administration & Construction Engineering/Inspection				
Project Length 1.40 Miles				
Consultant AECOM				
Fee Proposal (Construction Engineering & Inspection)				
Labor Estimate				
Inspector Classification	Hourly Rate	Est. Man-hours	Total	Comments
Project Engineer/Manager	\$54.08	1920	\$103,834	Avg. 16 hours/ week for 120 weeks
Senior Inspector	\$36.70	4800	\$176,160	Avg. 40 hours/ week for 120 weeks
Level II Insp	\$26.96	2400	\$64,704	Avg. 20 hours/ week for 120 weeks
Level I Insp	\$19.00	1600	\$30,400	Avg. 20 hours/ week for 80 weeks
Staff Structural Engineer	\$70.46	500	\$35,230	Avg 10 hours/ week for 50 weeks
Office Eng.	\$38.51	1860	\$71,629	Avg. 15 hours/ week for 124 weeks
Staff Engineer	\$73.02	800	\$58,416	Avg. 8 hours/ week for 100 weeks
		Total Direct Labor	\$540,373	
Field Overhead Rate =		1.0411	\$562,582	
		Total Direct Labor	\$1,102,955	
		Profit 10%	\$110,296	
		Subtotal	\$1,213,251	
Direct Costs				
	Rate	Months	Total	Comments
Terracon(Geotech Subconsultant)			\$40,000	various items needed from the Geotechnical Engineer of Record
Dynamic Civil Solutions			\$270,000	construction surveying and single inspector for duration of project
Municipal Consultants			\$194,930	utility construction observation
Truck Expenses	800	84.0	\$67,200	Industry Standard \$800/mo per person
		Total Direct Costs	\$572,130	including 5% sub administrative fee
		Profit 5%	\$28,607	
		Subtotal	\$600,737	
		Grand Total	\$1,813,988	
***Note: We are assuming the construction contract duration of approximately 2 1/3 years(850 Calendar Days)				

Appendix #1
Edwards-Pitman Proposal
Dated February 16, 2026



February 16, 2026

Mandy Phillips
AECOM
3800 Colonnade Pkwy #400
Birmingham, AL 35243

RE: Cost Proposal for a Phase I Cultural Resources Survey
for the proposed Pelham Road Alignment project in Shelby County, Alabama
Approximately 100 acres

Dear Mandy Phillips,

Edwards-Pitman Environmental, Inc. (EPEI) appreciates the opportunity to provide this scope of services for a Phase I Cultural Resource Survey (CRS) in support of the proposed Pelham Road Alignment project in Shelby County, Alabama. Based on the project information provided, including the KMZ files and your clarification regarding the proposed development, EPEI proposes the following scope of work.

1. Project Coordination and APE Confirmation

EPEI will participate in a kickoff discussion with AECOM to review the proposed project, anticipated ground disturbance, and construction elements associated with the development. We will prepare Area of Potential Effects (APE) mapping, reflecting:

- Direct Effects APE (areas of ground disturbance).
- Indirect/Visual Effects APE (areas where new construction or site changes may affect historic structures through setting, viewshed, noise, or other indirect impacts).
- The APE justification will be incorporated into the final report.

2. Background Research

EPEI will conduct background research, including, but not limited to:

- Previously recorded cultural resources, surveys, and determinations of National Register of Historic Places (NRHP) eligibility within a 1-mile radius of the project area, to be conducted online via the Alabama Cultural Online Resource Database.
- Examination of historical maps, atlases, aerial imagery, and land records.
- Archival and contextual research relevant to the land-use history of the project area.

Findings will support both the archaeological survey plan and the evaluation of aboveground resources in the project APE.

3. Archaeological Survey (Phase I)

Full Archaeological Survey of the Proposed Project Area

- SOI-Qualified Archaeologist will coordinate with the Alabama Historical Commission (AHC) to confirm the survey methodology.
- 2026 U.S. General Services Administration (GSA) Per Diem, Lodging, and Mileage Rates will be used.
- Shovel testing is expected to include a maximum of 110 transect shovel tests excavated at 30-meter intervals.

- Identification and recording of two new archaeological sites.

Immediately after the completion of archaeological fieldwork, we will provide a summary email outlining the results, including areas surveyed, resources identified, and any unexpected issues that arose. We will also provide all initial findings in GIS shapefile format (.shp and/or .kmz files). All components of the Phase I cultural resources investigation will comply with the standards set by the AHC.

4. Historic Structures Survey

EPEI will conduct an intensive-level historic structures survey within the APE. Tasks will include:

- Identification of all aboveground resources 50 years of age or older (or becoming eligible during project implementation).
- Updated Alabama Historic Building Survey Forms for all properties surveyed.
- NRHP evaluation under Criteria A–D and the seven aspects of integrity.

Following fieldwork, EPEI will prepare a Phase I CRS Report. The report will include an introduction, a literature review (including archaeological, ethnographic, and historical context statements), field methods, survey results, a review of artifact collections, recommendations and conclusions, and references cited. Reporting will begin as soon as the project is awarded and will continue throughout. Report deliverables will include a draft Phase I CRS Report in electronic PDF format for review and comment. Prior to submittal to AECOM, the Phase I CRS Report will undergo a rigorous in-house Quality Assurance/Quality Control (QAQC) review. EPEI will then respond to one round of consolidated comments from AECOM to create a final version of the report in electronic PDF format. All aspects of the work will exceed the AHC's guidelines for archaeological investigations. Should an adverse effect be identified, EPEI can support future consultation and development of avoidance or mitigation measures under separate contracts.

The following project assumptions apply to the proposed survey:

- All portions of the project requiring archaeological testing will be located on private land, and no archaeological research permits are required for the survey.
- The scope and costs assume that prior consultation with the AHC will not be required prior to undertaking fieldwork.
- Base costs assume two (2) new archaeological sites, and 25 new aboveground resources will be recorded and evaluated. An additional per-site and per-resource cost is provided to account for any additional resources encountered.
- 50 artifacts will be collected.
- The scope and costs assume no deep testing will be necessary during the survey, but if required by the AHC, additional costs will be incurred and can be completed under a separate scope and cost.
- Landowner permission/access will be obtained by the client for all project components prior to the commencement of field surveys.
- Field survey teams will be provided with complete access to the project area at the start of fieldwork.
- Delays in project deliverables due to weather or property access are not included in the cost proposal.

- Any site visits or field meetings with the client will occur during field mobilization. Costs for additional site visits or meetings outside of the field for mobilization are not included in the cost proposal.
- Cultural resource field surveys are estimated to require three (3) EPEI field staff working five (5) 10-hour days, inclusive of mobilization/demobilization.
- Tribal consultation, if necessary, is expected to be handled directly by the lead federal agency and is not included in the cost.
- All GIS data regarding the project area will be provided by the client and will be in either shapefile, geodatabase, or kmz format and in a known coordinate system with sufficient metadata.
- Field surveys will be performed within the project area identified by the client, and the limits of the survey areas will not change throughout the course of the project.
- No specialized or project-specific safety training will be needed by field teams.
- The scope and cost include only Phase I survey; if additional Phase II testing or mitigation of adverse effects is found to be necessary, including an Assessment of Effects document, these services can be completed under a separate scope and cost.
- Any artifacts recovered during the survey will be returned to the appropriate landowner. If any artifacts require permanent curation at a facility meeting the Federal requirements of 36 CFR § 79, additional costs will be incurred and can be completed under a separate scope and cost.

EPEI can provide all necessary personnel and equipment to conduct the full Phase I cultural resources survey for an estimated total of **\$41,478.92**. Our proposed fee includes all labor, overhead, and expenses for research, field survey, and deliverable preparation. Should any archaeological sites or additional above-ground resources be present within the APE, a separate scope and contract will need to be negotiated to cover additional costs associated with the identified resources in the APE.

Work will begin upon receipt of Notice to Proceed (NTP) and a signed Individual Purchase Order. Fieldwork will be scheduled once necessary site access has been established, including providing EPEI with a property access letter. The schedule will be coordinated with AECOM to align with design milestones.

General Remarks:

We appreciate the opportunity to present this proposal to you. **Please return a signed copy in its entirety as formal authorization to proceed.** The proposed fee is based on the Scope of Services defined above and the assumption that our services will be authorized within 30 days, and that others will not delay us beyond our proposed schedule. We have also attached the Edwards-Pitman Environmental, Inc. General Conditions, which provide additional terms and are a part of our agreement. If you have any questions, please contact Paul Jackson at 205-799-5638 or pjackson@edwards-pitman.com. Thank you again for this opportunity.

Mandy Phillips
AECOM
3800 Colonnade Pkwy #400
Birmingham, AL 35243

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm _____

Authorizer's Signature _____

Authorizer's Name (please print or type) _____

Authorizer's Title _____ Date _____

Sincerely,



Paul D. Jackson
Associate Director and Senior Archaeologist
3130 University Blvd
Tuscaloosa, Alabama 35404

Appendix #2
GSA Surveying Proposal
Dated February 20, 2026

FIELD SURVEY				
	PLS	Crew	Tech/CADD	Clerical
C-5 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task C Totals	1.00	5.00	2.00	1.00
Task D: Utility Surveys, Drainage Sections and Compilation of Data				
D-1 Furnish Paper Plots and Electronic Files for Review	1.00	0.00	2.00	0.00
D-2 Conduct On-site Inspection	1.50	0.00	3.00	0.00
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline	0.00	0.00	0.00	0.00
D-4 Obtain Copies of Latest Deeds	1.50	0.00	2.00	1.00
D-5 Set & Reference PLS, PCs, POTs, POCs, & other critical points	0.00	0.00	0.00	0.00
D-6 Reduce Survey Field Notes	2.00	0.00	1.00	0.00
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	0.50	0.00	1.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task D Totals	6.50	0.00	9.00	1.00
TOTALS	16.50	36.00	28.50	2.00

Project No. _____ County <u>Shelby</u> Description <u>US Highway 31 & SR 52</u> Scope of Work <u>Design Survey</u> Project Length <u>1.5 MILES</u>				
Consultant GONZALEZ-STRENGTH & ASSOCIATES				
FIELD SURVEY				
Based on a 3 Man Crew				
Task A: Mobilization and Basic Control Survey				
A-1 Mobilize/Demobilize	0.00	1.00	0.00	0.00
A-2 Contact Property Owners	0.00	0.00	0.00	0.00
A-3 Set Horiz. and Vert. Control	0.50	2.00	1.00	0.00
A-4 Copies of the Latest Recorded Deed for Each Property	0.00	0.00	0.00	0.00
A-5 Base Map Setup	0.00	0.00	0.00	0.00
Task A Totals	0.50	3.00	1.00	0.00
Task B: Project Alignment and Profile				
B-1 Establish Centerline/Obtain Ground Profile	0.00	0.00	0.00	0.00
B-2 Obtain topographic data	5.00	15.00	10.00	0.00
B-3 Traverse Cross-Roads & Side Roads	0.00	0.00	0.00	0.00
B-4 Stream Topography and Cross Sections	1.50	6.00	3.00	0.00
B-5 Drainage Areas/Schematic Drainage Map/Complete HYD-100/101 forms	0.00	0.00	0.00	0.00
B-6 Obtain Cross Sections at 50' Intervals and Ground Break Points	0.00	0.00	0.00	0.00
B-7 Set Reference Points on Critical Points	0.00	0.00	0.00	0.00
B-8 Locate Property Corners/Section Ties	2.00	7.00	3.50	0.00
Task B Totals	8.50	28.00	16.50	0.00
Task C: Supplemental Control Surveys and Data Gathering				
C-1 Field Locate/Draw Utility and Provide Utility Maps	0.50	2.50	1.00	0.00
C-2 Coordinate/Identify and Mark Utility Lines	0.00	0.00	0.00	1.00
C-3 Define Drainage Areas/Prepare Schematic Drainage Map	0.50	2.50	1.00	0.00
C-4 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points	0.00	0.00	0.00	0.00

FIELD SURVEY				
	PLS	Crew	Tech/CADD	Clerical
C-5 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task C Totals	1.00	5.00	2.00	1.00
Task D: Utility Surveys, Drainage Sections and Compilation of Data				
D-1 Furnish Paper Plots and Electronic Files for Review	1.00	0.00	2.00	0.00
D-2 Conduct On-site Inspection	1.50	0.00	3.00	0.00
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline	0.00	0.00	0.00	0.00
D-4 Obtain Copies of Latest Deeds	1.50	0.00	2.00	1.00
D-5 Set & Reference Pls, PCs, POTs, POCs, & other critical points	0.00	0.00	0.00	0.00
D-6 Reduce Survey Field Notes	2.00	0.00	1.00	0.00
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	0.50	0.00	1.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task D Totals	6.50	0.00	9.00	1.00
TOTALS	16.50	36.00	28.50	2.00

Project No.			
County Shelby			
Description US Highway 31 & SR 52			
Scope of Work Design Survey			
Project Length 1.5 MILES			
Consultant GONZALEZ-STRENGTH & ASSOCIATES			
Fee Proposal (Field Survey)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of PLS)	1.65	\$ 711.52	\$ 1,174.01
PLS	16.50	\$ 582.32	\$ 9,608.28
Survey Crew (see man-day sheet)	36.00	\$ 652.96	\$ 23,506.56
Engineering Technician/CADD	28.50	\$ 401.36	\$ 11,438.76
Clerical	2.00	\$ 230.80	\$ 461.60
	Total Direct Labor		\$ 46,189.21
Combined Overhead (%)	112.86		\$ 52,129.14
Out-of-Pocket Expenses**			\$ 261.00
	Sub-Total		\$ 98,579.35
Operating Margin (15%)			\$ 14,786.90
	Sub-Total		\$ 113,366.25
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
UNDERGROUND DETECTIVE(UTILITY LOCATE)		\$	-
Traffic Control for Utility Locators		\$	-
Subconsultant Administration Expense (5%)		\$	-
	Sub-Total		\$ 113,366.25
Facilities Capital Cost of Money (% of Direct Labor)	0.91	\$	420.32
	TOTAL FEE	\$	113,786.57

2/20/2026

Alabama Department of Transportation

3:10 PM

Project No. _____					
County Shelby _____					
Description US Highway 31 & SR 52 _____					
Scope of Work Design Survey _____					
Project Length 1.5 MILES _____					
Consultant GONZALEZ-STRENGTH & ASSOCIATES _____					
Out-of-pocket Expenses (Field Survey)					
TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
Survey Crew	20	12	\$0.725	\$ 174.00	
PLS	10	12	\$0.725	\$ 87.00	
Pick up monument trips	0	0	\$0.725	\$ -	
	0	0	\$0.725	\$ -	
Total Mileage Cost				\$ 261.00	
Subsistence Cost	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -	
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -	
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -	
Travel allowance (overnight)***	0	0	\$75.00	\$ -	
				\$ -	
Total Subsistence Cost				\$ -	
Total Travel Cost				\$ 261.00	
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Survey Roll Map - bond (\$0.25/sf)	0	0	0	\$ 20.00	\$ -
Survey Roll Map - mylar (\$3.25/sf)	0	0	0	\$ 200.00	\$ -
Concrete Monuments	0	0	0	\$300.00	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -
Communication Cost (telephone, fax, etc.)	Total				
	\$ -				
Postage Cost (overnight, stamps, etc.)	Total				
	\$ -				
Other (provide description on next line)	Total				
	\$ -				
Total Out-of-pocket Expenses	\$ 261.00				

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

LABOR RATES
SURVEY

			Average Weighted Hourly Rate (Current)	Average Weighted Hourly Rate (Project)	Average Weighted Manday Rate (Project)
Project Manager					
Jon Strength	100%	129.81	129.81	#####	
			129.81 /Hour	129.81 /Hour	##### /Day
Technician:					
Dan Allen	100%	50.17	50.17	401.36	
			50.17 /Hour	50.17 /Hour	401.36 /Day
Clerical:					
Belinda Pritchett	100%	28.85	28.85	230.80	
			28.85 /Hour	28.85 /Hour	230.80 /Day
Survey Crew					
Scott Franklin	33%	41.62	41.62	332.96	
cooper	33%	20.00	20.00	160.00	
curtis	33%	20.00	20.00	160.00	
			81.62 /Hour	81.62 /Hour	652.96 /Day
PLS					
Derek Meadows	100%	88.94	88.94	711.52	

I hereby certify that the above labor rates are true and accurate as of this date.


Derek S. Meadows, PLS
Vice President

2/29/26
Date

Appendix #3
DCS Surveying Proposal
Dated February 23, 2026

Monday, February 23, 2026

Eddie Lobdell, PE
Vice President
AECOM
3800 Colonnade Parkway
Suite 400
Birmingham, AL 35243
Tel: (205) 288-7588
eddie.lobdell@aecom.com

Subject: Proposal for Surveying Services
Railroad Crossing Elimination on CR-52
Pelham, AL

Dear Mr. Lobdell,

Please accept this proposal to identify the interest that Dynamic Civil Solutions (DCS) has in performing the services associated with this project.

Presented below are the proposed scope of services, fee and schedule.

PROPOSED SCOPE OF SERVICES

The following outlines our proposed scope of services:

Topographic Survey:

DCS will perform the following tasks:

- I. Mobilization and Basic Control Survey
 - a. Mobilize personnel and equipment for each phase of the work.
 - b. Perform Basic Control Survey to locate and identify horizontal and vertical control points. Basic control survey will be tied to the survey controls used on the east side of the project. Surveying will be performed in English units.
 - c. Obtain latest deeds, plats, and tax maps for each adjacent property owner from courthouse records. Property ownership, deed book and page numbers from the latest recorded deed will be shown on survey.
2. Project Alignment, Profile and Data Gathering
 - a. Establish by ground survey the existing centerline of construction at 50-foot intervals. Ground profiles for the project centerline will be obtained at intervals not to exceed 50 feet and at all significant breaks in the ground line. Refer to the attached map for the limits of survey.
 - b. Obtain topographic data by measuring x,y and z coordinates of each point.



- c. Obtain cross sections at 50-foot intervals and at all significant ground line breakpoints along the project corridor.
- d. Obtain stream topo and data to a distance of 500 feet each way from the project centerline.
- e. Obtain top of rail elevations for 200 feet each way from the project centerline.
- f. Obtain all drainage structures within the project limits.

3. Utility Surveys

- a. Perform supplemental ground control surveys as necessary to properly identify existing utilities through the project limits. DCS will provide utility ownership and contact information.
- b. Obtain horizontal position of all utilities.
- c. Non-locatable utilities shall be identified from utility records or from utility marking locators.

FEE

The fees for the proposed scope of services will be a lump sum amount as follows:

Topographic Survey	\$190,340.00
Total Base Services	\$190,340.00

Reimbursable expenses such as printing and delivery expenses, will be billed at 1.2 times cost. DCS will invoice monthly based on percent work complete.

SCHEDULE

Based upon our current schedule, we can initiate our work on this project within six (6) – eight (8) weeks from the receipt of authorization.

We look forward to a continued successful working relationship with your firm. Please feel free to contact me if you have any questions or require additional information.

Sincerely,
Dynamic Civil Solutions, Inc

Bolaji Kukoyi, P.E.
President



PROPOSAL ACCEPTANCE & AUTHORIZATION TO PROCEED: The Terms and Conditions of this Proposal, including the General Terms and Conditions attached hereto, are accepted and agreed as of the date noted below. Receipt by Dynamic Civil Solutions, Inc. of a signed proposal constitutes the Client's Authorization to Proceed according to the terms of the Proposal and General Terms and Conditions.

AGREED AND ACCEPTED:

Printed Client Name

Printed Authorized Representative Name and Title

Signature of Authorized Representative

Date

Railroad Crossing Elimination on CR-52

Survey Limits



Appendix #4
All Traffic Data Services Proposal
March 22, 2024



All Traffic Data Services, LLC
9660 West 44th Avenue
Wheat Ridge, CO 80033

303-216-2439 (tel)
303-278-2681 (fax)

Proposal

ALL TRAFFIC DATA SERVICES

Submitted To: AECOM - Pelham, AL

Date: 3/22/2024

Job Location: Pelham, AL

Job Description: Data Collection

We hereby propose to furnish all materials and perform all the labor necessary for the completion of the following:

Item#	Description	Quantity	Unit Price	Units	Total
100	TMC - 12 HR	6.00	1,100.00		\$6,600.00
200	ADT - 24 HR Class / Speed	6.00	350.00		\$2,100.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

\$8,700.00

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Prices are good for 60 days.

Respectfully submitted:

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature: _____ Date: _____

Appendix #5
Barge Design Solutions Proposal
Dated February 16, 2026

BARGE DESIGN SOLUTIONS, INC.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of February 16, 2026 by and between AECOM (Client) and Barge Design Solutions, Inc. (BARGE) for professional services for the assignment described as follows:

Project: Plan Review Services for CR-52 Railroad Crossing Elimination Plan Assembly

Location: City of Pelham, Alabama

Description of Project:

Barge will provide Independent Plan Review Services for AECOM for the Railroad Crossing Elimination on Shelby County Road 52 in the City of Pelham.

- I. **PROFESSIONAL SERVICES:** BARGE agrees to perform the following Basic Services under this contract:

Barge will provide the appropriate staff member(s) to conduct Independent Plan Review Services for the AECOM Construction Plans for the project described above. The work associated with this review is as follows:

- The plan reviews will be for 1 – 30%, 60% and 90% plan submittal (3 total reviews).
- Reviews meetings will be held at a City of Pelham facility to be determined in the future.
- The plan reviews are anticipated to be conducted between mid-Calendar Year 2026 through Calendar year 2027.
- The plan reviews will consist of reviewing the roadway design elements included in the one construction plan assembly for the milestone submittals noted above.
- The plan reviews and meeting will be done and conducted in a similar manner to those done for the Alabama Department of Transportation for similar milestone submittals.
- In lieu of a comment letter, a pdf of the comments from each review will be provided to document the comments for consideration of implementation by the Engineer of Record.

- II. **COMPENSATION:** Client shall compensate BARGE for the Basic Services as follows:

☒	Cost Plus Max \$35,200.00 including applicable reimbursables.		
☐	Estimated Fee	\$ Amount	or Maximum Fee \$
☐	Lump Sum	\$ Amount	
☐	Percentage of Construction Cost	%	Estimated Fee \$
☐	Other (specify)		

In addition, Client shall pay BARGE for additional services performed beyond the Basic Services in accordance with the hourly rate schedule attached as Exhibit "A" to this Agreement.

- III. **PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is

Appendix #6

Terracon Proposal

Dated January 28, 2026



2147 Riverchase Office Road
Birmingham, Alabama 35244
P (205) 942-1289
Terracon.com

January 28, 2026

AECOM Technical Services, Inc.
3800 Colonnade Parkway, Suite 400
Birmingham, Alabama 35243

Attn: Mr. Eddie Lobdell, P.E.
P: (205) 288-7588
E: Eddie.Lobdell@aecom.com

RE: Proposal for Geotechnical Engineering Services
County Road 52 Railroad Crossing Elimination
Pelham, Shelby County, Alabama
Terracon Proposal No. PLT265003

Dear Eddie:

We appreciate the opportunity to submit this proposal to the AECOM Technical Services, Inc. (AECOM) to provide Geotechnical Engineering services for the above referenced projects. The following are exhibits contained in this proposal.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation
Exhibit D	Site Location Plan
Exhibit E	Fee Estimate

Exhibits C and E include details of our fees. Your authorization for Terracon to proceed in accordance with this proposal can be issued by executing an AECOM Purchase Order in accordance with our Master Services Agreement.

Sincerely,
Terracon

Matt McCullough, P.E.
Geotechnical Department Manager

Bryan Ritenour, P.E.
Senior Engineer

Exhibit A – Project Understanding

Our Scope of Services is based on our review of the conceptual project layout provided by AECOM and our telephone conversations. We request AECOM and/or the design team verify all information prior to initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	A project concept drawing with preliminary profiles was provided by AECOM. Plans are currently in the conceptual stages. However, we understand that the project will consist of various improvements to County Road 52 and U.S. Highway 31 in Pelham, Shelby County, Alabama. West of U.S. Highway 31, the existing County Road 52 will be realigned over approximately ½ mile to near the Clark Street intersection to provide increased capacity and eliminate the at-grade railroad crossing over CSX railroad. A new 3-span bridge over CSX Railroad is planned, along with a 2-span bridge over Buck Creek. Fill retaining walls will be required at the approaches to the railroad crossing bridge (total length of around 1,200 feet).
Project Description	East of U.S. Highway 31, the existing County Road 52 will be widened over approximately ½ mile to the I-65 southbound offramp. The profile grade will also be raised over a significant portion to improve drainage. A new bridge culvert may be required, along with a new 300-ft long cut retaining wall near U.S. Highway 31. South of County Road 52, the existing U.S. Highway 31 northbound bridge over Peavine Creek and CSX Railroad will be replaced with a new 5-span bridge. New signals are also anticipated to be included in this project. At this time we understand that up to 8 new poles may be constructed (4 each at intersections of CR-52/U.S. Hwy 31 and CR-52/CR-33).

Item	Description
	Early concept profiles indicate cuts of 5 feet and fills of around 25 feet will be required to grade the new roadway alignments.
Grading/Slopes	We assume bridges will include abutment spill-through backslopes graded at a steepness of 2.0(H):1.0(V). We assume roadway slopes will be graded at a steepness of 3.0(H):1.0(V). The use of retaining walls is anticipated to accomplish grade changes near the new railroad crossing bridge and along the north side of CR-52 east of U.S. Highway 31.

Site Location and Anticipated Conditions

Item	Description
Site Location	The project site is in Pelham, Shelby County, Alabama near the intersection of County Road 52 and U.S. Highway 31. Approximate GPS Coordinates: 33.2840° N, 86.8112° W See also Exhibit D.
Existing Improvements	Roadway and railroad infrastructure fronted by commercial property and vacant wooded parcels
Current Ground Cover	Variable. Asphalt paved roadways, railroads, concrete bridge decks, grass or bare soil, and young to mature trees are expected at various locations along the project alignment.
Existing Topography	The areas of our exploration will have variable topography.
Site Access	We expect all exploration points will be made accessible to our truck or ATV drilling equipment and support vehicles. Brush or tree clearing for equipment paths will be required on several of the undeveloped parcels. Temporary lane closures are anticipated to be required for soil survey borings / pavement cores along existing roadways, and at signal pole locations.
Local Geology	Published maps indicate that most of the project is located within Little Oak and Lenoir Limestones undifferentiated. This formation consists of dark-gray argillaceous, fossiliferous medium to thick-bedded limestone; locally contains rare chert in upper part and an interval of fenestral mudstone in lower part. The western limits of the project are also underlain by the Newala Limestone, which contains light to dark-gray thick-

Item	Description
Local Geology (cont.)	bedded micritic and peloidal limestone and minor dolomite. The eastern limits of the project are also underlain by the Floyd Shale, which contains dark-gray shale, sideritic in part; thin beds of sandstone, limestone and chert are locally present.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

It has been our experience that comprehensive field program can commonly be determined when 30% plans for a project have been developed. We have developed our anticipated scope based on the conceptual information available to date. In general, our field program will be performed in accordance with the guidelines set forth by the Alabama Department of Transportation (ALDOT) Geotechnical Manual. For budgeting purposes, we have assumed the following details for our field program.

Number of Borings	Anticipated Boring Depth	Planned Location
8	Auger refusal, 30' of rock core	Bridge over CSX Railroad ¹
6	Auger refusal, 30' of rock core	Bridge over Buck Creek ¹
12	Auger refusal, 30' of rock core	Bridge over Peavine Creek and CSX Railroad ¹
10	30 to 40 feet, or refusal if shallower	Fill Retaining Walls at CR-52 West CSX Railroad Bridge ²
3	15 to 20 feet, or refusal if shallower	Cut Retaining Walls North of CR-52 East ²
8	10 to 20 feet, or refusal if shallower	CR-52 (West) Realignment / Slopes ³

Proposal for Geotechnical Engineering Services

County Road 52 Railroad Crossing Elimination | Pelham, Shelby County, Alabama
January 28, 2026 | Terracon Proposal No. PLT265003



Number of Borings	Anticipated Boring Depth	Planned Location
8	10 to 20 feet, or refusal if shallower	CR-52 (East) Widening / Slopes ³
2	20 feet, or refusal if shallower	Bridge Culvert
8	30 feet	Signal Poles ⁴

1. Assumes two borings per new abutment / bent
2. Assumes one boring per 100 to 150 linear feet of wall. Borings drilled to 1.5 to 2.0 times the wall height, or auger refusal if shallower.
3. Assumes one boring every 300 linear feet along centerline in fill areas and one boring every 200 linear feet in cut areas. Offset borings in ditchlines for slope evaluation will also be conducted every 3rd centerline boring.
4. If refusal occurs, we may core up to 10 feet of rock per signal pole boring to meet ALDOT requirements.

In addition, asphalt cores will be extracted to evaluate the existing pavement along CR-52, US-31, and various side streets. A total of 10 asphalt cores is assumed for budgeting purposes.

Boring Layout and Elevations: We have assumed that AECOM, or their designated surveyor, can provide the surveying support to field locate the boreholes. Once 30% plans are developed, Terracon will provide the specific borehole locations on a staking request sheet.

Field Exploration Procedures: Sampling will be in general accordance with industry standard procedures wherein Shelby tube samples or split-barrel samples are obtained. SPT tests would be performed at 2.5-foot intervals for the first 10 feet, and then at 5-foot intervals until boring termination. The SPT tests enable us to compare penetration resistance to various empirical correlations for soil parameters, and also recover samples for soil identification and classification. In addition, we will observe and record groundwater levels during and after drilling.

Upon refusal to auger drilling, rock coring (using NQ/NX rock core barrel) will be performed as necessary for bridge and signal pole locations. Water will be used as a drilling fluid for rock coring and the spent water will be discharged on site. Our compensation and budget assume that water will be obtained from a nearby hydrant. We may also pump the water from a nearby creek if available depending on the location of the borings.

Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory. The field work would be

Proposal for Geotechnical Engineering Services

County Road 52 Railroad Crossing Elimination | Pelham, Shelby County, Alabama
January 28, 2026 | Terracon Proposal No. PLT265003



initiated under the supervision of a project engineer in order to log soil samples and maximize the field data obtained.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface.

Clearing of equipment paths will be required to access several of the boring locations. We will utilize a dozer or brush cutter to clear trees and brush (paths typically 15 feet wide to each boring location). Our budget does not include restoration of trees or vegetated areas. Felled trees will not be removed nor restored. We will attempt to utilize any existing unimproved trails or haul roads, where possible, in order to minimize our disturbance.

Terracon's base scope and fee do not include providing seeding, strawing, or setting/maintaining erosion control measures as part of the path clearing efforts or application for permits, if required, to perform the requested due diligence services. If requested, Terracon can provide an estimate and solicit a local subcontractor to assist with mulching/seeding and strawing efforts on a cost-plus basis.

Discharges of stormwater from land disturbances greater than 1 acre in size require a National Pollutant Discharge Elimination System (NPDES) Permit issued by the Alabama Department of Environmental Management (ADEM). Activities that fall under this permit may include tree clearing and grading. Our scope may also require crossing portions of the site that could be potential wetlands. The client is responsible for obtaining appropriate NPDES, USACOE or other permits, if required, based on the planned subsurface exploration.

We will backfill borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be spread onsite near each exploration point. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs. Environmental analytical testing of samples is discussed in the following section.

Exploration efforts require excavations into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Alabama 811. Private utilities should be marked by the client or municipality prior to commencement of field exploration. Terracon will not be responsible for damage to public or private utilities not marked on the ground.

To reduce the risk of encountering a buried utility, our scope includes a private utility subcontractor to scan each borehole that is suitably accessible to GPR equipment. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service does not relieve the client or municipality of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by each property owner. Written rights-of-entry for each private property owner must be obtained and provided by AECOM prior to our mobilization. We have not included budget to negotiate access with property owners or tenants.

The terrain beyond the existing roadway shoulder will range from relatively flat to steeply sloping (and access to some drilling sites therefore relatively difficult). Some preferred boring locations may be offset to accommodate equipment. Where possible, the widening and slope borings will be performed using a trailer or truck-mounted drill rig. However, borings in lower-lying areas (bridge widening, culvert borings) will likely require the use of an ATV-mounted drill rig. Certain areas surrounding the existing bridge may require clearing and roadbuilding to access the planned boring locations. Typically, our budgeting for access includes preparation of roadways by rough clearing and grading but does not include services associated with site restoration. We can prepare a budget that includes restoration based on specific requirements and development plans that are not currently available. Temporary traffic control will be required during extraction of asphalt cores, and possibly for borings close to the existing roadway and shoulder.

Several of the borings for the new bridges may be within the CSX railroad right-of-way. Since project details concerning the bridges are not completely known at this time, we cannot accurately predict the effort required to secure permits, training, and flagmen to

Proposal for Geotechnical Engineering Services

County Road 52 Railroad Crossing Elimination | Pelham, Shelby County, Alabama
January 28, 2026 | Terracon Proposal No. PLT265003



operate within the CSX right-of-way. At this time, we have included an estimated fee in our budget for railroad coordination.

Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we will only perform the laboratory tests deemed necessary based on the subsurface conditions encountered. We anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis with hydrometer
- Soil corrosion series (pH, sulfates, chlorides, resistivity)
- Consolidation tests
- Triaxial shear tests
- Unconfined compressive strength
- Standard Proctor
- Laboratory Resilient Modulus

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Following the completion of the field and laboratory programs, a geotechnical engineering analyses and evaluation will be performed by a professional geotechnical engineer licensed in the State of Alabama. Our results will be summarized in the following reports prepared in general accordance with ALDOT Geotechnical Manual.

- Soil Survey / Materials Report
- Bridge Foundation Report
- Slope Study Report
- Culvert Foundation Report
- Retaining Wall Foundation Report
- Signal Pole Foundation Report

Exhibit C – Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our estimated fee is shown in the following table, and on the attached fee estimate in Exhibit F.

Task	Estimated Fee
Field Exploration	\$179,405
Laboratory Testing	\$25,950
Railroad Coordination, Permits, Training	\$5,000
Soil Survey and Materials Report	\$11,266
Slope Study Report	\$14,113
Bridge Foundation Report (CR-52 over CSX Railroad)	\$15,828
Bridge Foundation Report (CR-52 over Buck Creek)	\$12,368
Bridge Foundation Report (US-31 over Peavine Creek and CSX RR)	\$23,163
Retaining Wall Foundation Report (CR-52 West at CSX Railroad)	\$9,120
Retaining Wall Foundation Report (CR-52 East)	\$5,944
Signal Pole Foundation Report	\$3,414
Culvert Foundation Report	\$4,799
Total:	\$310,370

Please see the attached budget estimate and cost analysis sheets for a breakdown of our proposed budget. The budgets listed above are based on historic information for similar types of projects, but do not include all of the necessary site-specific considerations. A number of large and highly variable factors that commonly influence budgets for these types of projects have not been defined. These factors include but are not limited to right of entry, clearing, survey, traffic control, and railroad coordination. Such factors will require further evaluation once the project plans are further developed.

Exhibit D – Site Location Plan



DIAGRAM IS FOR GENERAL LOCATION ONLY AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

PLAN PROVIDED BY AECOM

Exhibit E: Fee Estimate
Geotechnical Services
County Road 52 RR Crossing Elimination Shelby County
Terracon Proposal No. PLT265003

DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
Field Services				\$ 179,404.46
Staff Professional 1	\$ 95.94	150	hours	\$ 14,391.00
Staff Professional 2	\$ 122.54	150	hours	\$ 18,381.00
Staff Professional 3	\$ 152.35	50	hours	\$ 7,617.50
Staff Professional 4	\$ 197.74	18	hours	\$ 3,559.32
Private Utility Locate (cost+15%)	\$ 3,500.00	1	Estimated	\$ 3,500.00
Temporary Traffic Control (cost+15%)	\$ 6,800.00	1	Estimated	\$ 6,800.00
Dozer Clearing (cost+15%)	\$ 6,800.00	1	Estimated	\$ 6,800.00
Personal Mileage (Travel)	\$ 0.725	800	miles	\$ 580.00
Mobilization (Truck Mounted Drill)	\$ 766.53	2	Minimum	\$ 1,533.06
Mobilization (ATV Drill)	\$ 969.24	2	Minimum	\$ 1,938.48
Soil Borings (0-100 feet)	\$ 23.00	1530	Feet	\$ 35,190.00
Asphalt Coring (4" diameter)	\$ 18.22	120	Inches	\$ 2,186.40
Time Rate Drilling (Difficult Moving/Standby)	\$ 315.59	30	hours	\$ 9,467.70
Rock Core Set Up	\$ 150.00	34	Each	\$ 5,100.00
Temporary Casing	\$ 11.00	680	Feet	\$ 7,480.00
Rock Coring	\$ 55.00	860	Feet	\$ 47,300.00
Water Truck	\$ 500.00	13	Days	\$ 6,500.00
Shelby Tube	\$ 90.00	12	Each	\$ 1,080.00
Laboratory Testing				\$ 25,948.03
Moisture Content Determination	\$ 22.31	200	tests	\$ 4,462.00
Atterberg Limits Determination (3 pt.)	\$ 111.55	50	tests	\$ 5,577.50
Sieve/Gradation (Soil)	\$ 133.86	50	tests	\$ 6,693.00
Hydrometer Analysis	\$ 357.93	4	tests	\$ 1,431.72
Unconfined Compressive Strength	\$ 149.14	15	tests	\$ 2,237.10
Constant Rate of Strain Consolidation	\$ 656.33	3	tests	\$ 1,968.99
Standard Proctor	\$ 178.48	2	tests	\$ 356.96
Corrosive Suite	\$ 268.46	6	tests	\$ 1,610.76
Resilient Modulus (cost+15%)	\$ 1,265.00	1	Estimated	\$ 1,265.00
Topsoil Test (cost+15%)	\$ 345.00	1	Estimated	\$ 345.00
Railroad Coordination				\$ 4,998.55
Staff Professional 2	\$ 122.54	15.25	hours	\$ 1,868.74
Staff Professional 3	\$ 152.35	14.5	hours	\$ 2,209.08
Staff Professional 5	\$ 245.53	3.75	hours	\$ 920.74
Engineering Services				\$ 100,018.96
Bridge Foundation Report (CR-52 over CSX)				\$ 15,827.56
Staff Professional 1	\$ 95.94	10	hours	\$ 959.40
Staff Professional 2	\$ 122.54	30	hours	\$ 3,676.20
Staff Professional 3	\$ 152.35	40	hours	\$ 6,094.00
Staff Professional 4	\$ 197.74	10	hours	\$ 1,977.40
Staff Professional 5	\$ 245.53	8	hours	\$ 1,964.24
Computer Processor	\$ 80.73	4	hours	\$ 322.92
Draftsman	\$ 83.34	10	hours	\$ 833.40
Bridge Foundation Report (CR-52 over Buck Creek)				\$ 12,367.86
Staff Professional 1	\$ 95.94	8	hours	\$ 767.52
Staff Professional 2	\$ 122.54	23	hours	\$ 2,818.42
Staff Professional 3	\$ 152.35	30	hours	\$ 4,570.50
Staff Professional 4	\$ 197.74	8	hours	\$ 1,581.92
Staff Professional 5	\$ 245.53	6	hours	\$ 1,473.18
Computer Processor	\$ 80.73	4	hours	\$ 322.92
Draftsman	\$ 83.34	10	hours	\$ 833.40
Bridge Foundation Report (U.S. 31 over Peavine Creek/CSX Railroad)				\$ 23,163.18
Staff Professional 1	\$ 95.94	15	hours	\$ 1,439.10
Staff Professional 2	\$ 122.54	45	hours	\$ 5,514.30
Staff Professional 3	\$ 152.35	60	hours	\$ 9,141.00
Staff Professional 4	\$ 197.74	15	hours	\$ 2,966.10
Staff Professional 5	\$ 245.53	12	hours	\$ 2,946.36
Computer Processor	\$ 80.73	4	hours	\$ 322.92
Draftsman	\$ 83.34	10	hours	\$ 833.40

Exhibit E: Fee Estimate

Geotechnical Services
County Road 52 RR Crossing Elimination Shelby County
Terracon Proposal No. PLT265003

DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
Soil Survey/Materials Report				\$ 11,266.39
Staff Professional 1	\$ 95.94	4	hours	\$ 383.76
Staff Professional 2	\$ 122.54	20	hours	\$ 2,450.80
Staff Professional 3	\$ 152.35	30	hours	\$ 4,570.50
Staff Professional 4	\$ 197.74	10	hours	\$ 1,977.40
Staff Professional 5	\$ 245.530	5	hours	\$ 1,227.65
Computer Processor	\$ 80.73	4	hours	\$ 322.92
Draftsman	\$ 83.34	4	hours	\$ 333.36
Slope Study Report				\$ 14,112.67
Staff Professional 1	\$ 95.94	4	hours	\$ 383.76
Staff Professional 2	\$ 122.54	40	hours	\$ 4,901.60
Staff Professional 3	\$ 152.35	30	hours	\$ 4,570.50
Staff Professional 4	\$ 197.74	12	hours	\$ 2,372.88
Staff Professional 5	\$ 245.530	5	hours	\$ 1,227.65
Computer Processor	\$ 80.73	4	hours	\$ 322.92
Draftsman	\$ 83.34	4	hours	\$ 333.36
Retaining Wall Report (CR-52 West)				\$ 9,123.83
Staff Professional 1	\$ 95.94	4	hours	\$ 8,740.07
Staff Professional 2	\$ 122.54	20	hours	\$ 2,450.80
Staff Professional 3	\$ 152.35	20	hours	\$ 3,047.00
Staff Professional 4	\$ 197.74	6	hours	\$ 1,186.44
Staff Professional 5	\$ 245.530	5	hours	\$ 1,227.65
Computer Processor	\$ 80.73	2	hours	\$ 161.46
Draftsman	\$ 83.34	8	hours	\$ 666.72
Retaining Wall Report (CR-52 East)				\$ 5,944.39
Staff Professional 1	\$ 95.94	4	hours	\$ 383.76
Staff Professional 2	\$ 122.54	4	hours	\$ 490.16
Staff Professional 3	\$ 152.35	12	hours	\$ 1,828.20
Staff Professional 4	\$ 197.74	6	hours	\$ 1,186.44
Staff Professional 5	\$ 245.530	5	hours	\$ 1,227.65
Computer Processor	\$ 80.73	2	hours	\$ 161.46
Draftsman	\$ 83.34	8	hours	\$ 666.72
Culvert Report				\$ 4,799.28
Staff Professional 2	\$ 122.54	8	hours	\$ 980.32
Staff Professional 3	\$ 152.35	16	hours	\$ 2,437.60
Staff Professional 4	\$ 197.74	2	hours	\$ 395.48
Staff Professional 5	\$ 245.53	2	hours	\$ 491.06
Computer Processor	\$ 80.73	2	hours	\$ 161.46
Draftsman	\$ 83.34	4	hours	\$ 333.36
Signal Pole Report				\$ 3,413.80
Staff Professional 2	\$ 122.54	8	hours	\$ 980.32
Staff Professional 3	\$ 152.35	8	hours	\$ 1,218.80
Staff Professional 4	\$ 197.74	2	hours	\$ 395.48
Staff Professional 5	\$ 245.53	2	hours	\$ 491.06
Computer Processor	\$ 80.73	2	hours	\$ 161.46
Draftsman	\$ 83.34	2	hours	\$ 166.68
Total				\$ 310,370.00

Appendix #7
Municipal Consultants Utility
Design Proposal
Dated February 25, 2026

Municipal Consultants, Inc.

Civil/Environmental Engineering

200 Century Park South, Suite 212
Birmingham, Alabama 35226
P: (205) 822-0387
F: (205) 822-0386

February 25, 2026

Eddie Lobdell, PE

AECOM

Via Email: Eddie.Lobdell@aecom.com

Re: City of Pelham
Highway 52 Flyover
Water and Sewer Utility Relocation

Mr. Lobdell:

Municipal Consultants, Inc is pleased to offer this proposal to provide engineering services for the relocation of City of Pelham owned water and sewer utilities affected by the upcoming Highway 52 Flyover project. Based on the preliminary alignment and project scope outlined in the project grant application, we have identified nine segments of water and sewer mains that will need to be relocated to accommodate flyover construction. These areas are identified on the attached map. A preliminary relocation estimate is also attached. The estimated construction cost for this work is \$3,059,030.

We are proposing to perform this work in three phases: Phase 1 – Preliminary Engineering and Coordination, Phase 2 – Detailed Design and Phase 3 – Contract Administration and Construction Observation.

Phase 1 work will include working with AECOM and the City to finalize scope of water and sewer utilities to be relocated and coordination planning to minimize any conflicts with the sequence of construction with the flyover work. This phase does not include field surveying and CAD work to develop design base maps as we are assuming those will be provided by AECOM. We propose to perform this work on an hourly basis at our standard hourly rates (attached). We suggest a budget amount of \$88,700 for this phase of work.

Phase 2 work will include detailed design of the scope identified in Phase 1. Design will be based on the CAD drawings provided by AECOM for the roadway work. Deliverables for this phase will be a bid set of plans and specifications. We assume that our plan set will be incorporated into AECOM's plan set and the entire project bid as one package. We can bid the water and sewer relocation separately if that is preferred. How the project is to be bid, separately or within AECOM's project will need to be determined early in the design process as it can affect the formatting of our design drawings. We propose to perform this Phase 2 work for a lump sum of \$165,656.

Phase 3 work will consist of Contract Administration and Construction Observation. We will provide a full time resident project observer for the project, review submittals, review and approve pay requests and provide project closeout documents and record drawings. Based on information currently available, we have estimated these relocations will take 270 calendar days to complete. We propose to provide construction observation services on an hourly basis at our standard hourly rates. The estimated cost for construction observation services based on a 270 calendar day schedule is \$194,930. We propose to provide contract administration services for a lump sum of \$15,000.

Thank you for your consideration of this proposal. If you have any questions, please let me know.

Sincerely,

A handwritten signature in dark ink, appearing to read "Chris Cousins", written in a cursive style.

Chris Cousins
President

attachments



City of Pelham
Preliminary Estimate of Probable Cost
Highway 52 Flyover
Water and Sewer Utility Relocations
Revised 2.25.2026

Line A - Highway 52 East

Item	Description	Unit	Unit Price	Quantity	Estimated Cost
1	12" Water Main - Ductile Iron	lf	175	2500	\$ 437,500
2	8" Water Main - Ductile Iron	lf	100	200	\$ 20,000
3	Road Crossing	lf	600	60	\$ 36,000
4	12" Valves	ea	5500	4	\$ 22,000
5	8" Valves	ea	3000	2	\$ 6,000
6	Fire Hydrants	ea	8000	2	\$ 16,000
7	Fittings	ton	20000	4	\$ 80,000
8	Polyethelyne Encasement	lf	5	2700	\$ 13,500
9	Connection to Existing Water Main	ea	15000	2	\$ 30,000
10	Service Reconnections - 4"	ea	3000	1	\$ 3,000
11	Service Reconnections - 6"	ea	3500	1	\$ 3,500
12	Temporary 10" HDPE piping	lf	100	2700	\$ 270,000
Total Estimated Cost					\$ 937,500

Line B - Highway 31

Item	Description	Unit	Unit Price	Quantity	Estimated Cost
1	12" Water Main - Ductile Iron	lf	175	0	\$ -
2	8" Water Main - Ductile Iron	lf	150	1000	\$ 150,000
3	6" Water Main - Ductile Iron	lf	125	0	\$ -
4	Road Crossing	lf	600	60	\$ 36,000
5	Railroad & Creek Crossing	lf	1200	320	\$ 384,000
6	12" Valves	ea	5500	0	\$ -
7	8" Valves	ea	3000	6	\$ 18,000
8	6" Valves	ea	2000	0	\$ -
9	Fire Hydrants	ea	8000	1	\$ 8,000
10	Fittings	ton	20000	2	\$ 40,000
11	Polyethelyne Encasement	lf	5	500	\$ 2,500
12	Connection to Existing Water Main	ea	15000	2	\$ 30,000
13	Service Reconnections - 4"	ea	3000	0	\$ -
14	Service Reconnections - 6"	ea	3500	0	\$ -
15	Temporary 10" HDPE piping	lf	100	0	\$ -
Total Estimated Cost					\$ 668,500

Line C - Glass Street

Item	Description	Unit	Unit Price	Quantity	Estimated Cost
1	Abandonment of existing water main	ls	2500	1	\$ 2,500
Total Estimated Cost					\$ 2,500

Line D - Highway 52 West, Johnson Street

Item	Description	Unit	Unit Price	Quantity	Estimated Cost
1	12" Water Main - Ductile Iron	lf	175	0	\$ -
2	8" Water Main - Ductile Iron	lf	150	700	\$ 105,000
3	6" Water Main - Ductile Iron	lf	125	0	\$ -
4	Road Crossing	lf	600	0	\$ -
5	Railroad Crossing	lf	1000	115	\$ 115,000
6	12" Valves	ea	5500	0	\$ -
7	8" Valves	ea	3000	4	\$ 12,000
8	6" Valves	ea	2000	0	\$ -
9	Fire Hydrants	ea	8000	2	\$ 16,000
10	Fittings	ton	20000	1	\$ 20,000
11	Polyethylene Encasement	lf	5	200	\$ 1,000
12	Connection to Existing Water Main	ea	15000	2	\$ 30,000
13	Service Reconnections - 1"	ea	2000	2	\$ 4,000
14	Service Reconnections - 6"	ea	3500	0	\$ -
15	Temporary 10" HDPE piping	lf	100	0	\$ -
Total Estimated Cost					\$ 303,000

Line E - Highway 52 West, 24" Trunk Sewer

Item	Description	Unit	Unit Price	Quantity	Estimated Cost
1	Manhole adjustments	lf	500	100	\$ 50,000
Total Estimated Cost					\$ 50,000

Line F - Highway 52 West, 12" Sewer - Hinds Street

Item	Description	Unit	Unit Price	Quantity	Estimated Cost
1	Manhole adjustments	lf	500	50	\$ 25,000
Total Estimated Cost					\$ 25,000

Line G - Hinds Street Water

Item	Description	Unit	Unit Price	Quantity	Estimated Cost
1	12" Water Main - Ductile Iron	lf	175	0	\$ -
2	8" Water Main - Ductile Iron	lf	150	650	\$ 97,500
3	6" Water Main - Ductile Iron	lf	125	0	\$ -
4	Road Crossing	lf	600	1	\$ 600
5	Railroad Crossing	lf	1000	0	\$ -
6	12" Valves	ea	5500	0	\$ -
7	8" Valves	ea	3000	4	\$ 12,000
8	6" Valves	ea	2000	0	\$ -
9	Fire Hydrants	ea	8000	2	\$ 16,000
10	Fittings	ton	20000	1	\$ 20,000
11	Polyethylene Encasement	lf	5	0	\$ -
12	Connection to Existing Water Main	ea	15000	2	\$ 30,000
13	Service Reconnections - 1"	ea	2000	1	\$ 2,000
14	Service Reconnections - 6"	ea	3500	0	\$ -
15	Temporary 10" HDPE piping	lf	100	0	\$ -
Total Estimated Cost					\$ 178,100

Line H - Highway 52 West

Item	Description	Unit	Unit Price	Quantity	Estimated Cost
1	12" Water Main - Ductile Iron	lf	175	0	\$ -
2	8" Water Main - Ductile Iron	lf	150	0	\$ -
3	6" Water Main - Ductile Iron	lf	125	0	\$ -
4	Road Crossing	lf	600	0	\$ -
5	Railroad Crossing	lf	1000	0	\$ -
6	12" Valves	ea	5500	0	\$ -
7	8" Valves	ea	3000	0	\$ -
8	6" Valves	ea	2000	0	\$ -
9	Fire Hydrants	ea	8000	0	\$ -
10	Fittings	ton	20000	0.25	\$ 5,000
11	Polyethylene Encasement	lf	5	0	\$ -
12	Connection to Existing Water Main	ea	15000	1	\$ 15,000
13	Service Reconnections - 1"	ea	2000	2	\$ 4,000
14	Service Reconnections - 6"	ea	3500	1	\$ 3,500
15	Temporary 10" HDPE piping	lf	100	0	\$ -
Total Estimated Cost					\$ 27,500

Line I - Highway 31 (South bound)

Item	Description	Unit	Unit Price	Quantity	Estimated Cost
1	12" Water Main - Ductile Iron	lf	175	0	\$ -
2	8" Water Main - Ductile Iron	lf	150	700	\$ 105,000
3	6" Water Main - Ductile Iron	lf	125	0	\$ -
4	Road Crossing	lf	600	0	\$ -
5	Railroad Crossing	lf	1000	0	\$ -
6	12" Valves	ea	5500	0	\$ -
7	8" Valves	ea	3000	2	\$ 6,000
8	6" Valves	ea	2000	0	\$ -
9	Fire Hydrants	ea	8000	0	\$ -
10	Fittings	ton	20000	1	\$ 20,000
11	Polyethylene Encasement	lf	5	0	\$ -
12	Connection to Existing Water Main	ea	15000	2	\$ 30,000
13	Service Reconnections - 1"	ea	2000	0	\$ -
14	Service Reconnections - 6"	ea	3500	0	\$ -
15	Temporary 10" HDPE piping	lf	100	0	\$ -
Total Estimated Cost					\$ 161,000

Totals

Line A	\$ 937,500
Line B	\$ 668,500
Line C	\$ 2,500
Line D	\$ 303,000
Line E	\$ 50,000
Line F	\$ 25,000
Line G	\$ 178,100
Line H	\$ 27,500
Line I	\$ 161,000
Subtotal	\$2,353,100
Preliminary Estimate Contingencies (30%)	\$ 705,930
Subtotal with Contingencies	<u>\$3,059,030</u>

Note: It is assumed that utility relocation will be performed concurrently with roadway construction. Work elements common to roadway and utilities such as BMPs, etc. are included in the roadway contractors scope of work.

MUNICIPAL CONSULTANTS, INC.
STANDARD HOURLY RATES

Effective 10/1/2025

Principal Engineer	\$222.00/hour
Project Manager	\$172.00/hour
Engineer/Designer	\$127.00/hour
GIS Specialist	\$123.00/hour
CAD Operator	\$113.00/hour
Project Administrator	\$106.00/hour
Field Personnel	\$101.00/hour
Clerical	\$ 79.00/hour

Note: Hourly rates include all charges for mileage, overtime, printing, and overhead costs.

Appendix #8
Wisener LLC, ROW Acquisition Proposal
Dated January 23, 2026



WISENER, LLC
Real Estate Acquisition Services

January 23, 2026

AECOM
Attn: Eddie Lobdell, PE
3800 Colonade Pkwy, #400
Birmingham, AL 35243

Re: Estimate for Right-of-Way Acquisition Services
Railroad Crossing Elimination on CR 52
City of Pelham

Dear Mr. Lobdell:

We would first like to thank you for considering our services for this project. We have reviewed your request concerning the above referenced project to provide the following services:

- Appraisals (16 Tracts- Excludes City Owned Tracts) - Appraisal will be completed in accordance to State and Federal guidelines as a before and after report and following USPAP (Uniform Standards of Professional Practice). We will be using a local appraiser who is qualified with this type report and is on the State's approved list.
- Appraisal Reviews- (16 Tracts)- The appraisal reviewer will follow guidelines as set out in the State and Federal guidelines as well as USPAP.
- Negotiations (acquisition of property)- 15 tracts- State forms will be used and all Federal guidelines will be followed.
- Relocation- 2 Residences & 8 Businesses
Including all documentation required by the Uniform Act and State Relocation Assistance Program
- Project management
Coordination between project and City
Assisting attorney appointed to project with tract information for closing
Coordination between project and design consultant on row issues
Necessary correspondence City will need to communicate with State

We have estimated that our fees will be \$289,800.00 to provide the above services. Please see the following page for a breakdown of this fee. This fee is based on the preliminary right of way as shown on the right of way map provided and a visual inspection of the project. We would like the opportunity to update our proposal when the right of way map is finalized.

This fee also does not include updating appraisals (for court or for time) or fees for expert testimony. This fee also does not include attorney fees. It is our understanding the City will handle all closings and title work. We will provide assistance with any contact information of the property owners as needed by the attorney. If your office decides to use our services in any court proceedings, we can provide a supplemental fee schedule for whatever may be necessary.

Thank you again for considering our services and we look forward to working with you. Please let me know if you have any questions.

Sincerely,

Bradley Wisener

BREAKDOWN

Appraisals:

Tracts 1 & 8 @ \$15,000 each = \$30,000
Tracts 2, 3, 4, 5, 6, 9, 15, 17 & 18 @ \$5,500 each = \$49,500
Tracts 7 (10,11), 16, 19 & 21 @ \$17,000 each = \$68,000
Tracts 12(13) = \$10,000
Total= \$157,500

Appraisal Reviews:

Tracts 1 & 8 @ \$5,000 each = \$10,000
Tracts 2, 3, 4, 5, 6, 9, 15, 17 & 18 @ \$2,200 each = \$19,800
Tracts 7 (10,11), 16, 19 & 21 @ \$6,000 each = \$24,000
Tracts 12(13) = \$4,000
Total= \$57,800

Negotiations:

16 Tracts @ \$1,000 per tract= \$16,000

Relocations:

2 Residences & 8 businesses @ \$5,000 each - \$50,000

Project Management:

100 hours @ \$85/hr = \$8,500

Total: \$289,800

RESOLUTION 2026-03-19-06

Authorizing an Agreement with Pyro Shows of Alabama, Inc. for the
City of Pelham's Annual Fireworks Display

WHEREAS, the City of Pelham has determined it serves a public purpose for the City of Pelham to co-sponsor the Independence Day fireworks celebration at Oak Mountain State Park located in the City of Pelham to be held on Friday, July 3, 2026.

NOW, THEREFORE, BE IT RESOLVED that the Pelham City Council authorizes the Mayor to enter into a contract agreement with Pyro Shows of Alabama, Inc. in the amount of \$20,559.00 for a custom pyrotechnic (fireworks) program designed and created for Oak Mountain State Park known as "Fire on the Water."

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

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-03-19-06 be given vote, and said Resolution passed by unanimous voice vote of the Council present, and the President of the Council declared the same passed and adopted.

ADOPTED this 19th day of March 2026.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, 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 19th day of March 2026 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 19th day of March 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

M E M O R A N D U M

To: Gretchen DiFante, City Manager

Cc: Rick Wash, Mayor

From: Jonathan Seale, City Clerk/Treasurer

Date: March 10, 2026

Re: Fire on the Water 2026

The attached contract agreement with Pyro Shows of Alabama, Inc. is for the City of Pelham's annual Independence Day fireworks display known as Fire on the Water. The event is scheduled to take place on Friday, July 3, 2026, at Oak Mountain State Park, located within the City of Pelham.

The City has determined that co-sponsoring this Independence Day celebration serves a public purpose by providing a community event for residents and visitors and by promoting tourism and economic activity in the area.

Under the proposed contract agreement, Pyro Shows of Alabama, Inc. will design and produce a custom pyrotechnic program for the event at a cost of \$20,559.00. The increase from prior years reflects the continuing rise in fireworks costs that has occurred industry-wide, as well as an additional increase associated with current tariffs on imported fireworks materials.

Approval of the contract agreement will authorize the Mayor to execute the agreement and allow staff to proceed with preparations for the 2026 fireworks display.



Pyro Shows of Alabama,
PO Box 1776
LaFollette, TN 37766

Deposit Invoice

Date	Estimate #
3/10/2026	26PSAL00044

Name / Address
City of Pelham 3162 Pelham Parkway Pelham, AL 35124

Project	P.O. No.	Show Date	Terms
	Fire on the Water 2026	7/3/2026	50% Dep w/Contract
Description	Deposit Due	Total	
Deposit Due per Contract Agreement: City of Pelham: Pelham Fire on the Water 07/03/2026	10,279.50	10,279.50	
Contract #26-AL-0703-C-19580-000044 Total: \$20,559.00			
Please Remit to: Pyro Shows of Alabama, Inc. P.O. Box 1776 LaFollette, TN 37766			
We appreciate your prompt payment.		Total \$10,279.50	



PYRO SHOWS OF ALABAMA, INC.
Contract Agreement

This Agreement made on , by and between PYRO SHOWS OF ALABAMA, INC., a Alabama Corporation, whose address is 3325 Poplar Lane, Adamsville, AL 35005, with a mailing address at P.O. Box 1776, LaFollette, TN 37766 and hereinafter referred to as "PYRO SHOWS" and Pelham, City of with its principal place of business located at 3162 Pelham Parkway Pelham, AL 35124 hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # 26 AL 07-03-Custom-19580-000044 dated . The Show(s) will be given on July 3, 2026. Rain date/postponement date: **No Rain Date Selected**
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify PYRO SHOWS no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employee(s) of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around the fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.



PYRO SHOWS OF ALABAMA, INC.
Contract Agreement

- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from all claims, suits, causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of Customer to obtain the necessary approval(s). This Agreement is made expressly subject to, and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Alabama, and any suit involving this contract shall be brought in the Courts of Jefferson County in the State of Alabama. The Customer hereby submits itself to the jurisdiction of said Courts and waives any rights to initiate proceedings against PYRO SHOWS in any other courts or jurisdictions. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one- and one-half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** PYRO SHOWS will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. PYRO SHOWS also agrees to include Customer as an Additional Insured under the terms of this coverage. PYRO SHOWS will provide a Certificate of Insurance. All entities listed on the certificate will be deemed Additional Insured per this contract.
- XIV. TAXES:** Customer shall be responsible for all applicable sales taxes.



PYRO SHOWS OF ALABAMA, INC.
Contract Agreement

PAYMENT TERMS: Pelham, City of shall pay PYRO SHOWS:

Show Amount	<u>\$ 19,580.00</u>
Tariff Surcharge	<u>\$ 979.00</u>
Sales Tax (if applicable)	<u>\$ 0.00</u>
Total Contract Amount	<u>\$ 20,559.00</u>

Customer shall submit a 50% deposit (\$ 10,279.50) upon return of the signed contract by N/A 0, 0. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.

IMPORTANT: Checks must be made payable to **PYRO SHOWS OF ALABAMA, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766.

All the terms and conditions set forth in any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF ALABAMA, INC.

BY: _____ DATE: _____
Lansden E. Hill Jr., President and CEO -OR- Michael E. Walden, Vice President

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

RESOLUTION 2026-03-19-07

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

WHEREAS, the Pelham City Council desires to designate an official voting delegate and alternate(s) who will be eligible to cast votes on behalf of the City of Pelham at the Alabama League of Municipalities' Annual Business Meeting to be held on April 30, 2026 at 4:00 p.m. in Montgomery, Alabama.

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

Markus Hal Snowden, Councilmember Voting Delegate

Christine Townes, Councilmember Voting Delegate, First Alternate

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

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-03-19-07 be given vote, and said Resolution passed by unanimous vote of the Council present, and the President of the Council declared the same passed and adopted.

ADOPTED this 19th day of March 2026.

Chad Leverett, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, City Clerk/Treasurer

I, the undersigned qualified City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City of Pelham, at a regular meeting of such Council held on the 19th day of March 2026 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 19th day of March 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]

Gregory D. Cochran, CAE
Executive Director



Mayor Sherry Sullivan, Fairhope
League President

*The voice of Alabama's
municipalities since 1935*

DATE: February 3, 2026
TO: Mayors
FROM: Gregory D. Cochran, Executive Director
SUBJECT: Voting Delegate, Annual Business Session
ENCLOSURE: Voting Delegate Authorization Form

The Annual Convention of the Alabama League of Municipalities will be held on April 28-May 1, 2026, in Montgomery. The membership's Annual Business Meeting will be held at 4:00 p.m. on April 30, 2026, at the Renaissance Montgomery Hotel and Spa.

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

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

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

Please put this on your council meeting agenda at your earliest convenience so that the council may vote. The completed form must be returned to the League by April 13, 2026, so that your municipality will be eligible to cast its vote at the Convention.

We look forward to you joining us in Montgomery.

A handwritten signature in black ink, appearing to read 'Greg Cochran', with a long horizontal line extending to the right.

Greg Cochran
Executive Director

VOTING DELEGATE AUTHORIZATION FORM

The City or Town Council must select the voting delegates, and this form must be completed and returned to the Alabama League of Municipalities on or before **April 13, 2026**, in order for the municipality named below to be eligible to have its designee cast a vote at the **Annual Business Meeting of the League on Thursday, April 30, 2026, at 4:00 p.m.**

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

Deadline to submit completed form is April 13, 2026!

The Following person(s) is authorized to cast the municipality's vote at the business session of the Annual Convention of the Alabama League of Municipalities on April 30, 2026.

Please print the requested information

1. Voting Delegate:

Name

Title

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

Name

Title

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

Name

Title

Voted on by the City or Town Council on this the _____ day of _____, 2026

Form Completed by:

(Please Print) Name

Title

City/Town

Date

Return form to: Alabama League of Municipalities

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



Pelham

A path apart.

PROCLAMATION

WHEREAS, developmental disabilities impact millions of individuals, as well as concerned families and friends; and

WHEREAS, people with developmental disabilities come from diverse racial, ethnic, educational, social, religious, and economic backgrounds, and are valued members of society who strive to enjoy everyday life; and

WHEREAS, developmental disabilities continue to be marked by stigma and discrimination based on preconceived notions and misinformation; and

WHEREAS, March is National Developmental Disabilities Awareness Month, which seeks to increase public awareness about developmental disabilities and promote greater understanding of the issues affecting people with developmental disabilities; and

WHEREAS, the awareness month also seeks to show people with developmental disabilities are vital and vibrant members of our communities; and

WHEREAS, new opportunities have been created through accessible training initiatives and services that allow those with developmental disabilities and their families to increase their knowledge and participation in advocacy, support, and disability services; and

WHEREAS, this training, education, and skill-building has brought about significant changes in public perception of young people and adults with developmental disabilities, opening new doors to independent, and productive lives; and

WHEREAS, the desire to maintain family relationships is of utmost importance to an individual's health, well-being, and happiness. It is important to provide the needed supports that can enable individuals with disabilities to live in family homes or their own homes, increase independence, employment, and access to all services afforded to all citizens.

NOW, THEREFORE, I, Rick Wash, by virtue of the authority vested in me as Mayor of the City of Pelham, Shelby County, Alabama, do hereby proclaim March 2026 as **Developmental Disabilities Awareness Month** in Pelham, Alabama, and call upon all individuals, organizations, and institutions to reaffirm our commitment to developmental disabilities awareness by recognizing the many accomplishments and contributions made by those with developmental disabilities.



Given under my hand, in the City of Pelham,
Alabama this 19th day of March 2026.

Rick Wash, Mayor

ORDINANCE NO. 324-07

AN ORDINANCE TO REPEAL SECTION 5-34.4 OF THE CITY OF PELHAM, ALABAMA CODE OF ORDINANCES REGARDING SALES AND USE TAX COLLECTION PROCEDURES AS ADOPTED BY ORDINANCE NO. 324-04

WHEREAS, on July 21, 2014, the City Council of the City of Pelham, Alabama adopted Ordinance No. 324-04, which added Section 10, entitled "Collection Procedures," to the City's Sales and Use Tax Ordinance; and

WHEREAS, said provision is currently codified as Chapter 5, Article II, Section 5-34.4 of the City of Pelham, Alabama Municipal Code; and

WHEREAS, Section 5-34.4 establishes a series of mandatory, time-specific collection steps to be undertaken by the City's Finance Department in the event of delinquent sales and use tax payments; and

WHEREAS, the City Council has determined the prescribed procedures are impractical as written and impose an undue and affirmative administrative burden on Finance Department staff by requiring specific enforcement actions within fixed timelines; and

WHEREAS, the City Council further finds maintaining such rigid procedures diminishes the City's flexibility and may impair its ability to efficiently utilize the remedies otherwise available under the City's ordinances and the laws of the State of Alabama to collect delinquent taxes; and

WHEREAS, the City Council finds it is in the best interest of the City to repeal Section 5-34.4 in its entirety in order to provide greater administrative flexibility and preserve the full range of enforcement options available to the City.

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

Section 1. Chapter 5, Article II, Section 5-34.4 of the City of Pelham Municipal Code, entitled "Collection Procedures," as adopted by Ordinance No. 324-04 on July 21, 2014, is hereby repealed in its entirety.

Section 2. The repeal of Section 5-34.4 shall not be construed to limit, waive, or otherwise impair the City's authority to assess, collect, enforce, or pursue penalties, interest, business license revocation, or any other remedies authorized under the City's Sales and Use Tax Ordinances, the City of Pelham, Alabama Municipal Code, or applicable provisions of Alabama law.

Section 3. If any part, section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such holding shall not affect the remaining portions of this Ordinance.

Section 4. This Ordinance shall become effective immediately upon adoption and publication as required by law.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

THEREUPON _____, a councilmember moved and _____, a councilmember seconded the motion that Ordinance No. 324-07 be given vote. The roll call vote on said motion was recorded as follows:

Chad Leverett, Council President	_____
Michelle Power, Council Member	_____
Christine Townes, Council Member	_____
Markus Hal Snowden, Council Member	_____
Michael Harris, Council Member	_____

Ordinance No. 324-07 passed by a unanimous vote of those members of the Council present and the Council President declared the same passed.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

ADOPTED this the 19th day of March 2026.

Chad Leverett, Council President

Michelle Power, Council Member

Christine Townes, Council Member

Markus Hal Snowden, Council Member

Michael Harris, Council Member

[SEAL]

ATTEST

APPROVED

Jonathan Seale, CMC, City Clerk/Treasurer

Rick Wash, Mayor

Date

POSTING AFFIDAVIT

I, the undersigned qualified City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing **ORDINANCE NO. 324-07** was duly ordained, adopted, and passed by the City Council of the City of Pelham, Alabama at a regular meeting of such Council held on the 19th day of March 2026 and duly published by posting an exact copy thereof on the 20th day of March 2026 at four public places within the City of Pelham, including the Mayor's Office at City Hall, Park & Recreation Center, Library, Pelham Water Works and www.pelhamalabama.gov. I further certify that said ordinance is on file in the office of the City Clerk/Treasurer and a copy of the full ordinance may be obtained from the office of the City Clerk/Treasurer during normal business hours.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]

RESOLUTION 2026-03-19-08

Authorizing an Amendment to the FY2026 Mayor's Budget for America 250 Celebration Events in Pelham, Alabama

WHEREAS, the City of Pelham, Alabama recognizes the upcoming 250th anniversary of the founding of the United States as a significant national milestone; and

WHEREAS, the City of Pelham has established an official America 250 Committee through the State of Alabama to plan, coordinate, and promote local events and activities commemorating this historic occasion; and

WHEREAS, participation in the America 250 celebration provides an opportunity for the City to promote civic pride, honor the nation's history and heritage, and engage residents, local organizations, schools, and community groups in meaningful programming; and

WHEREAS, the Mayor has recommended a budget amendment to support public events and celebrations associated with the America 250 initiative, including patriotic programs, community gatherings, and related activities; and

WHEREAS, the City Council finds it is in the best interest of the City to provide funding for such events and activities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pelham, Alabama that the FY2026 Mayor's Budget for Public Events (Account No. 1001100-520027) is hereby amended to increase the budget in the amount of \$7,200.00, and that said funds shall be used to support the planning, coordination, and hosting of events and activities related to the America 250 celebration, with such amendment to be effective immediately upon adoption of this Resolution.

BE IT FURTHER RESOLVED that the City Manager and Finance Director, and/or their designee, are hereby authorized to take all actions necessary to carry out the intent of this Resolution and to make budgetary and general ledger adjustments, as necessary.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-03-19-08 be given vote, and said Resolution passed by unanimous voice vote of the Council present, and the President of the Council declared the same passed and adopted.

ADOPTED this 19th day of March 2026.

Chad Leverett, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, 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 19th day of March 2026 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 19th day of March 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

M E M O R A N D U M

To: Gretchen DiFante, City Manager

Cc: Jonathan Seale, City Clerk/Treasurer

From: Rick Wash, Mayor

Date: March 10, 2026

Re: Budget Amendment Request – FY2026 – America 250 Public Events

As communities across the nation prepare to commemorate the 250th anniversary of the founding of the United States, the City of Pelham has an opportunity to participate in this historic milestone through local public events and celebrations. Pelham has established an official America 250 Committee through the State of Alabama to coordinate activities that will recognize our nation's history, celebrate our shared values, and encourage community participation.

In support of these efforts, I am requesting a budget amendment to the FY2026 Mayor's Budget for Public Events (Account No. 1001100-520027) in the amount of \$7,200.00. These funds will be used to assist with planning and hosting community events and public celebrations related to the America 250 initiative, including patriotic programs, community gatherings, and other activities designed to engage residents and visitors in this once-in-a-generation commemoration.

The America 250 celebration represents a significant national milestone, and participation at the local level provides an opportunity for Pelham to highlight its strong sense of community, civic pride, and appreciation for the nation's history and heritage. These events will also allow the City to partner with local organizations, schools, civic groups, and volunteers to create meaningful programming that reflects Pelham's commitment to honoring the past while looking toward the future.

Accordingly, I respectfully request approval of a budget amendment in the amount of \$7,200.00 to the FY2026 Mayor's Public Events budget to support these activities.

AMERICA 250 ALABAMA
City of Pelham

Red, White and Bulls - March 21, 2026		\$500
Photobooth Drop - \$200		
Christmas Cards for Veterans - \$200		
Misc Supplies - \$100		
Hometown Heroes 5/K and Homerun Derby - April 18, 2026		\$3,000
Event banners, signage, and promotional posters — \$1,000		
Two Inflatables — \$1,000		
Patriotic Crafts Supplies — \$500		
Face Painting & Interactive Children's Entertainment — \$500		
Patriotic Craft Class - Create a gift for a Veterans – April 28, 2026		\$300
Crafts Supplies for 50 people— \$300		
Memorial Day Cleaning and Flag Placement - May 25, 2026		\$300
Cleaning Products - \$200.00		
Flags - \$100.00		
Pelham Flag Day Celebration - June 14, 2026		\$100
Charcoal and Accelerant - \$100		
Fire on the Water		\$300
Kids Crafts and Interactive Children's Entertainment - \$200		
Misc Supplies - \$100		
Miscellaneous Items for Events Still in Planning		\$500
Mayoral Challenge Coins		\$1,200
Summer 250 HOA Cook Outs		\$1,000
Total		\$7,200

RESOLUTION 2026-03-19-09

Accepting Property for Sewer Easements and Lift Stations in the Holland Lakes Subdivision, Contingent Upon a Special Assessment

WHEREAS, the Holland Lakes Subdivision exists within the Pelham, Alabama corporate limits; and

WHEREAS, the development contains two (2) sanitary sewer lift stations privately owned by the Holland Lakes Homeowners Association and not the responsibility of the City of Pelham, as referenced in the documents attached hereto; and

WHEREAS, the Holland Lakes Homeowners Association does not have the expertise or means to maintain the sanitary sewer lift stations; and

WHEREAS, the Holland Lakes Homeowners Association has made a formal request for the City to be deeded ownership of the sanitary sewer lift stations and accept maintenance responsibility thereof; and

WHEREAS, the Holland Lakes Homeowners Association understands that to accept ownership and maintenance of the sanitary sewer lift station, that 1.) work must be performed to bring the lift stations up to the City's standards and 2.) the cost of this work, by law, must be assessed by the City against each property in the subdivision, subject to the relative impact and value of that work to each property; and

WHEREAS, the City of Pelham is willing to perform this work and assess the costs as prescribed by law, and accept ownership and maintenance of this sanitary sewer lift stations.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council that the Council hereby agrees to move forward with the process to accept the property and perform the work subject to a special assessment.

BE IT FURTHER RESOLVED by the Pelham City Council that a public hearing be set, with notice to all affected property owners, giving the property owners an opportunity to object to this procedure and assessment. The public hearing shall be held on the 7th day of May 2026, at 5:30 p.m. in conjunction with the regularly scheduled City Council Meeting.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-03-19-09 be given vote, and said resolution passed by a unanimous vote of all members of the Council present and the President of the Council declared the same passed.

ADOPTED this 19th day of March 2026.

Chad Leverett, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, 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 19th day of March 2026 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 19th day of March 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager

FROM: Justin Smith, Assistant City Manager

DATE: February 20, 2026

SUBJECT: Holland Lakes – Sewer Lift Station and Special Assessment

Up until recently, there were two neighborhoods in the City of Pelham with private sewer lift stations. Both contacted the City regarding requirements for the City to take over operations and maintenance of the lift stations. One of them – Eagle Cove – has been taken over by the City and work is moving forward toward an assessment. The other case, which will be discussed here – Holland Lakes – has requested to follow this same process.

On February 17, 2025, City Administration received a memorandum from the City Attorney regarding the process and requirements for the City to be able to take over privately owned lift stations and how costs must be recouped.

At the request of the Holland Lakes HOA, I explained this process as it relates to their two lift stations and the basis for it at their January 29, 2026 HOA meeting. It was well received by the homeowners in attendance and the HOA President asked for a couple of weeks to communicate the information to those that did not attend.

On February 19, 2026, the City received additional communication from the HOA indicating they were ready to move forward with the process for the City to

perform the work to bring the lift stations up to City standards subject to a special assessment to be levied on all homeowners in the neighborhood by the City.

The item being prepared for Council consideration is the first step in a multi-part process. The council must pass an ordinance or resolution describing the area to be served by the improvement and set a date and time to hear objections.

Because this resolution and notice of hearing must be both 1.) published once a week for two consecutive weeks in a newspaper published in the city; and 2.) sent by certified mail to all homeowners to be received at least 10 days before the hearing date, we are requesting that this be set far enough out to be administratively feasible – at least 35 days after the adoption of the aforementioned resolution. This allows three weeks to prepare administratively and at 2 weeks on publication and mailings.

Please place this on the next available work session for discussion to bring this council up to speed on the process so they may be prepared for subsequent submission of the described resolution to set the hearing.

THORNTON, INC.
421 OFFICE PARK DRIVE
BRANCHDALE, AL 35223

R.C. FARMER AND ASSOCIATES, INC.
248 YEAGER PARKWAY
PELHAM, AL 35124

Exhibit 11-28.05

Wolfgang I. W. W. W.

of the 1970s. On the other hand, it is not clear that the 1970s were the best time to be a woman in the workplace. The 1970s were the years of the "feminist revolution," and the workplace was not always a welcoming place for women. The 1970s were also the years of the "glass ceiling," and women were often paid less than men for the same work. The 1970s were also the years of the "maternal wall," and women who had children were often seen as less committed to their work. The 1970s were also the years of the "pink collar ghetto," and women were often stuck in low-paying, low-status jobs. The 1970s were also the years of the "feminist backlash," and women who were active in the feminist movement were often seen as radical and extreme. The 1970s were also the years of the "feminist revolution," and the workplace was not always a welcoming place for women. The 1970s were also the years of the "glass ceiling," and women were often paid less than men for the same work. The 1970s were also the years of the "maternal wall," and women who had children were often seen as less committed to their work. The 1970s were also the years of the "pink collar ghetto," and women were often stuck in low-paying, low-status jobs. The 1970s were also the years of the "feminist backlash," and women who were active in the feminist movement were often seen as radical and extreme.

Phonetic 12/28/05

3. The effect of pressure on the rate of reaction of the H_2O_2 and H_2O system was studied. The results are shown in Table I. The rate of reaction of the H_2O_2 and H_2O system was found to be independent of pressure.



CSX RAILROAD 100' ROW

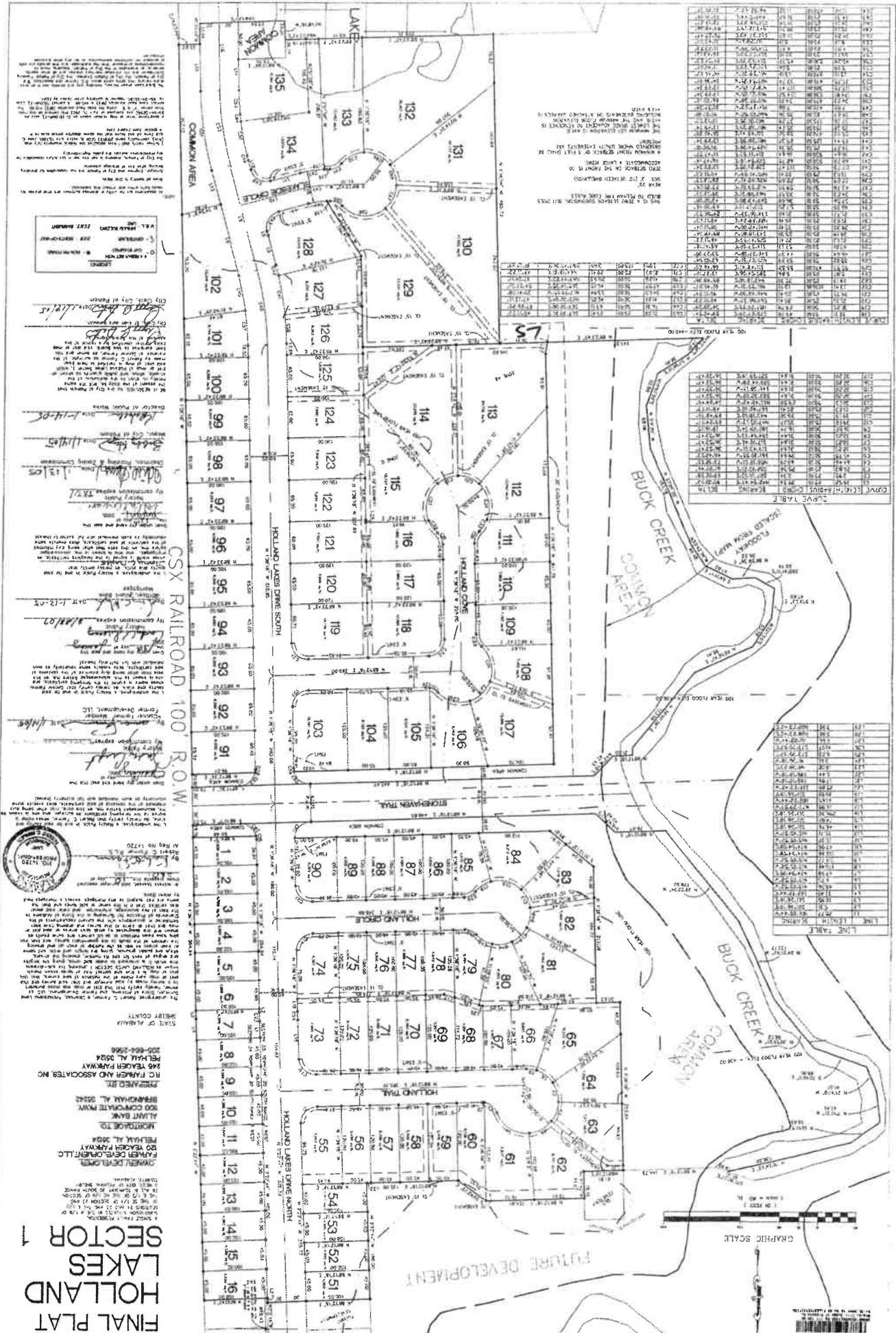
GRAPHIC SCALE



項目	単位	数値
総人口	人	1,234,567
男性人口	人	612,345
女性人口	人	622,222
総世帯数	世帯	234,567
男性世帯数	世帯	112,345
女性世帯数	世帯	122,222
総労働人口	人	567,890
男性労働人口	人	289,012
女性労働人口	人	278,878
総消費支出	円	123,456,789
男性消費支出	円	61,234,567
女性消費支出	円	62,222,222
総貯蓄額	円	45,678,901
男性貯蓄額	円	22,890,123
女性貯蓄額	円	22,788,778
総所得	円	98,765,432
男性所得	円	49,876,543
女性所得	円	48,888,889
総資産	円	345,678,901
男性資産	円	172,890,123
女性資産	円	172,788,778
総負債	円	123,456,789
男性負債	円	61,234,567
女性負債	円	62,222,222
総純資産	円	222,222,112
男性純資産	円	111,655,556
女性純資産	円	110,566,556

[illegible]

FINAL PLAT HOLLAND LAKES SECTOR 1



FIRST AMENDMENT TO

HOLLAND LAKES

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS


20050602000267270 2/6 \$41.00
Shelby Cnty Judge of Probate, AL
06/02/2005 01:49:20PM FILED/CERT

THIS FIRST AMENDMENT TO HOLLAND LAKES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the 2nd day of June, 2005 by HOLLAND LAKES, INC., an Alabama corporation ("Seller").

RECITALS:

Seller has heretofore executed the Holland Lakes Declaration of Covenants, Conditions and Restrictions dated April 22, 2005, and recorded as Instrument #20050425000196100 in the Probate Office of Shelby County, Alabama (the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

Pursuant to Section 10.2 of the Declaration, Seller hereby desires to amend Article VII thereof with regard to certain maintenance responsibilities of the Holland Lakes Owners Association, Inc. (the "Association") and the Owners.

NOW THEREFORE, Seller does hereby amend the Declaration as follows;

1. **Maintenance Responsibilities**. Article VII of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

**"ARTICLE VII
MAINTENANCE RESPONSIBILITIES**

7.1 Responsibilities of Owners.

(a) Unless specifically identified herein as being the responsibility of the Association, the maintenance and repair of all Lots, all Dwellings, all other Improvements situated thereon or therein and all lawns, landscaping and grounds on or within a Lot or Dwelling up to the curb within the adjacent right-of-way shall be the responsibility of the Owner of such Lot. Each Owner shall be responsible for maintaining his Lot or Dwelling, as the case may be, in a reasonably neat, clean and sanitary condition, both inside and outside of any Dwellings or Improvements thereto. No exterior changes, alterations or Improvements shall be made to any Lot or Dwelling without first obtaining the prior written approval of the same from the ARC.

(b) Each Lot shall be landscaped in accordance with plans and specifications submitted to and approved by Seller or the ARC pursuant to Section

5.6 above. All areas of any Lot which are not improved by the construction of a Dwelling thereon shall at all times be maintained by the Owner up to the curb within the adjacent right-of-way in a landscaped condition utilizing ground cover and/or shrubbery and trees. Grass, hedges, shrubs, vines and any other vegetation of any type on any Lot shall be cut and trimmed at regular intervals at all times in order to maintain the same in a neat, safe and attractive condition. Trees, shrubs, vines, plants and other vegetation which die shall be promptly removed and replaced with living plants of like kind and quantity. Dead vegetation, stumps, weeds, rubbish, debris, garbage and waste material shall be promptly removed from any Lot and properly disposed of outside of the Development.

(c) No Owner shall (i) change or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds or other Improvements within a Lot unless such change or alteration is first approved, in writing, by the ARC as provided in Sections 5.5 and 5.6 above or (ii) do any work which, in the reasonable opinion of the ARC, would jeopardize the soundness and safety of the Development, reduce the value thereof or impair any easement or hereditament thereto, without in every such case obtaining the prior written approval of the ARC.

7.2 Responsibilities of Association.

(a) The Association henceforth shall maintain and keep in good repair and condition all portions of the Common Areas, whether owned by Developer, Seller or the Association, which responsibility shall include the maintenance, repair and replacement of (i) walks, trails, paths, walkways, bicycle and jogging paths and lanes, parking lots, landscaped areas, recreational areas and other Improvements made by Developer, Seller or the Association within any of the Common Areas, or within any of the easements encumbering the Lots as provided in Article III above, (ii) such entrance gates and utility lines, pipes, plumbing, wires, conduits and related systems, appurtenances, equipment and machinery which are a part of the Common Areas and which are not maintained by a public authority, public service district, public or private utility, or other person, (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Areas, and (iv) all lakes, streams, ponds and other water areas and facilities constructed by Developer, Seller or the Association, wherever located (either within or outside of the Development so long as the same are utilized for the benefit of the Development), including, without limitation, implementing and maintaining siltation, soil erosion and sedimentation programs and otherwise dredging, cleaning and maintaining all siltation ponds and appurtenances thereto as may be necessary or otherwise required by any Governmental Authorities. Neither the Association, Developer nor Seller shall be liable for injuries or damage to any person or property (1) caused by the elements, acts of God or any Owner or other person, (2) resulting from any surface or subsurface conditions which may at any time affect any portion of the Property, (3) caused by rain or other surface water which may leak or flow from any portion of the Common Areas onto a Lot or Dwelling or (4) resulting from thief, burglary or other illegal entry into the Development, or any Lot or Dwelling thereof. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged

failure of the Association to take some action or perform some function required to be taken by or performed by the Association hereunder or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association or from any action taken by the Association to comply with any requirements of the Governmental Authorities.

(b) In addition to the maintenance responsibilities set forth in Section 7.2(a) above, the Association henceforth shall maintain and keep in good repair and condition the sanitary sewer pump station which serves the Development and is situated near the side and rear boundaries of Lots 113 and 130 thereof. The Association's responsibility shall include the maintenance, repair and replacement of the sanitary sewer pump station and such utility lines, pumps, pipes, plumbing, wires, conduits and related systems, appurtenances, equipment and machinery which are part of such pump station but not maintained by a public authority, public service district, public or private utility, or other person. In the event the Association fails to maintain the sanitary sewer pump station and its related facilities as required hereby, the City of Pelham, Alabama reserves the right to take over the maintenance, repair and replacement thereof and assess the cost thereof to the Association. In such event, each Owner covenants and agrees to pay to the Association as a Special Assessment their prorata share of such City of Pelham assessments in the manner prescribed by Sections 8.3 above.

(c) In the event that the Board determines that (i) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, cleaning, repair or replacement of items for which he is responsible hereunder or (ii) any maintenance, cleaning, repair or replacement for which the Association is responsible hereunder is caused by the willful or negligent act or omission of an Owner or Occupant, or their respective family members, guests, servants, employees, invitees or contractors, and the costs of such maintenance, cleaning, repair or replacement are not paid in full from insurance proceeds, if any, received by the Association with respect thereto, then, in either event, the Association, in addition to the exercise of any of the rights and remedies set forth in this Declaration, may give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner, and setting forth in reasonable detail what action is deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner or, if the same is not capable of completion within such fifteen (15) day period, to commence such maintenance, cleaning, repair or replacement and to proceed diligently with the completion of the same in a good and workmanlike manner. In the event of emergency situations or the failure by any Owner to comply with the provisions hereof after such notice, the Association may provide (but shall not be obligated to provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner and said cost shall be a personal obligation of such Owner, shall constitute an Individual Assessment to such Owner and shall be subject to the lien and foreclosure rights granted pursuant to Section 8.8 below."

2. **Full Force and Effect.** Except as specifically modified and amended hereby, all of

the terms, provisions, restrictions and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Seller has caused this First Amendment to the Holland Lakes Declaration of Covenants, Conditions and Restrictions to be duly executed as of the day and year first above written.

HOLLAND LAKES, INC., an Alabama corporation

By: 
James M. Thornton
Its President

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County in said State, hereby certify that James M. Thornton, whose name as President of Holland Lakes, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 2nd day of June, 2005.


Notary Public

[SEAL]

My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 21, 2008
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS**


20050602000267270 5/6 \$41.00
Shelby Cnty Judge of Probate, AL
06/02/2005 01:49:20PM FILED/CERT

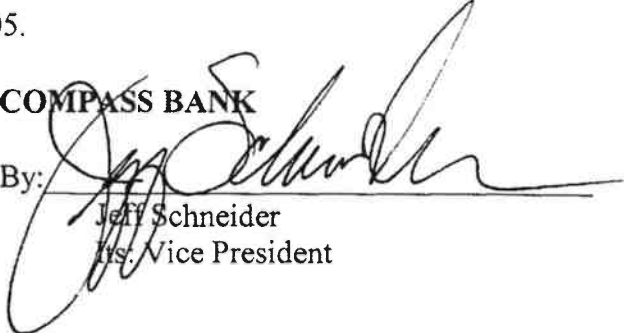
CONSENT OF MORTGAGEE

Compass Bank, as the holder of that certain Accommodation Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated as of January 21, 2005 and recorded as Instrument No. 20050204000058820 in the Office of the Judge of Probate of Shelby County, Alabama, (the "Mortgage"), as such Mortgage may be amended or modified from time to time, which Mortgage secures the real property made the subject of the Holland Lakes Declaration of Covenants, Conditions and Restrictions (the "Declaration"), does hereby consent to the execution and filing of this First Amendment to the Declaration and all of the terms and provisions set forth therein; provided, however, that such consent shall not be deemed a consent to any further amendment to the terms and provisions of the Declaration.

Dated as of the 2nd day of June, 2005.

COMPASS BANK

By:


Jeff Schneider
Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Jeff Schneider, whose name as Vice President of Compass Bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal, this the 2nd of June, 2005.


Notary Public

[SEAL]

My commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 31, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS


20050602000267270 6/6 \$41.00
Shelby Cnty Judge of Probate, AL
06/02/2005 01:49:20PM FILED/CERT

RESOLUTION 2026-03-19-10

Setting a Public Hearing to Consider Condemning Substantially Damaged Buildings Located Along Chandalar Court in Pelham, Alabama

WHEREAS, the City Council of the City of Pelham, Alabama has received information and documentation from the City's Building Official regarding certain structures located at 1957, 1959, 1961, and 1963 Chandalar Court, Pelham, Alabama 35124; and

WHEREAS, the Building Official has provided a timeline and supporting documentation demonstrating the subject properties have sustained substantial damage from flooding and fire events, including a flood occurring on or about October 6, 2021, and a fire occurring on or about November 26, 2023; and

WHEREAS, the properties located at 1957, 1959, and 1961 Chandalar Court were determined to have sustained damage exceeding fifty percent (50%) of their value and were subsequently posted as unsafe structures on March 20, 2024; and

WHEREAS, the property located at 1963 Chandalar Court has also been evaluated and determined to have reached substantial damage thresholds within applicable floodplain regulations and, after notice and opportunity to respond, no sufficient plan for compliance or reconstruction has been provided by the property owner; and

WHEREAS, the City sought guidance from the Office of the Attorney General of the State of Alabama regarding the classification and treatment of the subject connected townhome structures, and, after consideration of the factors provided, the City has evaluated the structures accordingly; and

WHEREAS, the Building Official has conducted multiple inspections and determined that the structures exhibit extensive water intrusion, fire damage, mold growth, structural deterioration, and partial collapse of roof and wall assemblies, creating an imminent risk to public safety; and

WHEREAS, the properties have been subject to vandalism and unauthorized access, further contributing to unsafe conditions and increased likelihood of criminal activity; and

WHEREAS, pursuant to Chapter 4, Article 2 of the Code of Ordinances of the City of Pelham, the Building Official has determined the structures are unsafe for occupancy, constitute a public nuisance, and cannot be reasonably repaired to meet minimum safety standards; and

WHEREAS, the Building Official has recommended the structures be vacated and demolished in accordance with Section 4-25(5) of the Code of Ordinances of the City of Pelham; and

WHEREAS, Section 11-53B-1, et seq., Code of Alabama 1975, and other applicable law authorize the City to declare unsafe structures to be public nuisances and to abate such nuisances following proper notice and a public hearing.

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

1. Notice is hereby given that on the 23rd day of April, 2026, at 5:30 p.m., in the Council Chambers of Pelham City Hall, the city council of the Municipality of Pelham will consider a resolution regarding the structures located at 1957, 1959, 1961, and 1963 Chandalar Court, in the Municipality of Pelham, and at that time and place will determine whether the structures constitute a public nuisance which shall be abated by demolition and removal. If demolition and removal are ordered, the cost of demolition and removal shall be assessed upon the lots and lands from which or in front of which the structures are removed, and the cost shall be added to the next regular bills for taxes levied against the respective lots and lands for municipal purposes. The costs shall be collected at the same time and in the same manner as ordinary municipal taxes are collected. The costs shall be subject to the same commissions and fees and the same procedure for foreclosure and sale in case of delinquency as provided for ordinary municipal taxes.

If no objections are filed with the municipal clerk at least five (5) days before the meeting of the council and unless the person appears before the council in person or through his or her representative to show cause, if any, why his or her objection should be sustained, it shall be presumed that the person accepts the notice as fact and waives any rights he or she may have to contest the demolition of the structures and the action of the council shall be final unless good and sufficient cause can be otherwise shown.

2. City Staff are hereby directed to provide all notices required by law and to take such other actions as necessary to carry out the intent of this Resolution.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-03-19-10 be given vote, and said resolution passed by a unanimous vote of all members of the Council present and the President of the Council declared the same passed.

ADOPTED this 19th day of March 2026.

Chad Leverett, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, 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 19th day of March 2026 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 19th day of March 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

Development Services
& Public Works
205.620.6495

March 4, 2026

Pelham City Council
3162 Pelham Pkwy
Pelham, AL 35124

RE: Condemnation of Chandalar Court Townhomes (Timeline & Opinion)

Pelham City Council,

I have listed a timeline and provided my professional determination below for the properties located at “1957”, “1959”, “1961”, and “1963” Chandalar Court Pelham, AL 35124. Also, enclosed is documentation required of me by section 4-23 – Duties of building official. If you have any questions, please let me know.

Timeline

October 6, 2021 – Substantial Damage, flood occurred

December 8, 2021 – Substantial damage flood letters sent out certified.

November 26, 2023 – Fire occurred and started in unit “1959”.

November 30, 2023 – Property owner of “1963” came into City Hall to apply for a building permit. Per Michael Eddington (Engineer/Deputy Director) *“It’s questionable based on flood plain issues. I told him to go ahead and apply for permit with the estimated costs and proposed repairs and we would evaluate. I told him he could not do any work including demo without a permit. He could run fans and spray antibacterial/anti-mold cleaner.”*

December 5, 2023 – Levis Peters (Building Official), Mike Reid (Fire Chief) and Michael Eddington (Engineer/Deputy Director) were okay with utility releases (Power, Water & Gas) for “1963”. Releases sent to utility companies.

March 7, 2024 - Certified mail notices were sent out for “1957”, “1959”, “1961” for Unsafe Buildings

March 20, 2024 - “1957”, “1959”, “1961” Chandalar Court were posted as Unsafe by the Building Official, Levis Peters.

November 18, 2024 – Letter was sent to owner of “1963”

January 28, 2025 – Onsite meeting with property owner of “1963”. Inspector, Rhett Hilyer, inspected the property and found only minor smoke damage.

March 13, 2025 – Presented to city council for “1957”, “1959”, “1961”

November 20, 2025 – Follow up letter sent to Charles Sparks, owner of “1963”, giving him 60-days to bring a plan to rebuild above the floodplain or demo the property. (No response was provided within timeframe)

***Note** – It was determined that “1957”, “1959”, “1961” had been damaged more than 50% of the value of the property and could not be rebuilt in the floodplain.

Pelham asked the State Attorney General for a legal determination on what should be required about the “1963” unit being a part of the complex and could be removed with the others. We later determined that this unit had already reached the repair cost of the 50% insurance payout in the last 10 years and could not be restored in the flood way.

[State Attorney General Responses]

However, the Attorney General did not specifically answer the question regarding the connected townhomes at issue. Instead, the opinion directed the City to consider the following list of non-exhaustive factors in determining whether the set of townhomes at issue is one structure:

1. Whether the townhomes were constructed at the same time as one cohesive project? Yes, they were built at the same time as a group.
2. Whether the townhomes share a single foundation? Believed to be one slab with footings under separation walls as is standard practice, but this cannot be verified without removal of a wall area.
3. Whether fire walls separate the units? Each unit is separated by a fire wall.
4. Whether each townhome has a distinct address? Each unit has its own address.
5. How do municipal codes, fire codes, or zoning laws define connected townhomes? IRC-A townhome (or townhouse) is defined as a single-family dwelling unit constructed in a group of three or more attached units, where each unit extends from the foundation to the roof and has open space (such as a yard or public way) on at least two sides. IRC- A Building that contains three or more attached townhouse units.

In addition, with regard to our second question, the Attorney General determined that a permanent vacancy is not enough, by itself, to make a finding that a property is unsafe to the extent of being a public nuisance. A city must determine whether vacant property is more likely to deteriorate or attract criminal activity compared to occupied properties. Thus, the City must engage in an analysis of such activity at the vacant residence, as compared to any occupied properties in order, to determine that vacancy is sufficient to declare a public nuisance. The property has already been vandalized. Windows and doors are broken or removed, leaving open access to a very dangerous structure where parts of the structure can collapse due to the fire damage.

Opinion from the Building Official, Levis Peters:

Following multiple on-site inspections conducted, it is my professional determination that the structure(s) located at "1957", "1959", "1961", "1963" Chandalar Court Pelham, AL 35124 presents significant and irreparable safety hazards as well as attracted criminal activity.

Observed conditions include:

- Extensive water intrusion and fire damage resulting in rot, mold, growth, and loss of structural integrity.
- Evidence of partial collapse in roof and wall assemblies, creating imminent risk to the public.

Based on these findings, and in accordance with Chapter 4 Article 2, I conclude that the structure(s) are unsafe for occupancy and cannot be reasonably repaired to meet minimum safety standards.

Recommendation: The building(s) should be vacated immediately and demolished to eliminate the hazard. City Council should move forward with demolition as outlined in the City of Pelham's Code of Ordinances, Section 4-25 (5). All demolition work must be performed under proper permits and in compliance with applicable regulations.

Respectfully,



Levis Peters, Building Official
City of Pelham, DSPW – Building Department
205-620-6510
Lpeters@pelhamalabama.gov

Cc: File

Andre' Bittas
Michael Eddington

ARTICLE II. DANGEROUS BUILDINGS

Sec. 4-20. Dangerous buildings defined.

All buildings or structures which have any of the following defects shall be deemed dangerous buildings:

- (1) Those in which the interior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base.
- (2) Those which, exclusive of the foundation, 33 percent or more of damage or deterioration of one or more of the supporting members, or 50 percent of damage or deterioration of the nonsupporting enclosing or outside walls or covering.
- (3) Those which have improperly distributed loads upon the floors or roofs or in which the same are overloaded, or which have insufficient strength to be reasonably safe for the purpose used.
- (4) Those which have been damaged by fire, wind or other causes so as to have become dangerous to life, safety, morals, or the general welfare and health of the occupants or the people of the city.
- (5) Those which have become or are so dilapidated, decayed, unsafe, unsanitary or which so utterly fail to provide the amenities essential to decent living that they are unfit for human habitation, or are likely to cause sickness or disease, so as to work injury to the health, morals, safety or general welfare of those living therein.
- (6) Those having light, air and sanitation facilities which are inadequate to protect the health, morals, safety, or general welfare of human beings who live or may live therein.
- (7) Those having inadequate facilities for egress in case of fire or panic or those having insufficient stairways, elevators, fire escapes, or other means of communication.
- (8) Those which have parts thereof which are so attached that they may fall and injure members of the public on the property.
- (9) Those which because of their condition are unsafe, unsanitary, or dangerous to the health, morals, safety or general welfare of the people of the city.

(Ord. No. 13, § 1, 11-2-70)

Sec. 4-21. Standards for repair, vacation or demolition.

The following standards shall be followed in substance by the building official in ordering repair, vacation or demolition:

- (1) If the dangerous building can reasonably be repaired so that it will no longer exist in violation of the terms of this article, it shall be ordered repaired.
- (2) If the dangerous building is in such condition as to make it dangerous to the health, morals, safety, or general welfare of its occupants it shall be ordered to be vacated.
- (3) In any case where a dangerous building is 50 percent damaged or decayed, or deteriorated from its original value or structure, it shall be demolished, and in all cases where a building cannot be repaired

so that it will no longer exist in violation of the terms of this article it shall be demolished. In all cases where a dangerous building is a fire hazard existing or erected in violation of the terms of this article, it shall be demolished.

(Ord. No. 13, § 2, 11-2-70)

Sec. 4-22. Declaration of nuisance.

All dangerous buildings are hereby declared to be public nuisances, and shall be repaired, vacated, or demolished as hereinabove and hereinafter provided. The owner of a dangerous building shall protect against entry into the building by unauthorized persons by reasonable means, including but not limited to the boarding up of all accessible openings.

(Ord. No. 13, § 3, 11-2-70; Ord. No. 013-01, 8-6-12)

Sec. 4-23. Duties of building official.

The building official shall:

- (1) Inspect or cause to be inspected annually all public buildings, schools, halls, churches, theaters, hotels, tenements, commercial, manufacturing, or rented buildings for the purpose of determining whether any conditions exist which render any such place a dangerous building.
- (2) Inspect any building, wall or structure about which complaints are filed by any person to the effect that a building, wall or structure is or may be existing in violation of this article.
- (3) Inspect any building, wall or structure reported (as hereinafter provided for) by the fire or police department as probably existing in violation of the terms of this article.
- (4) Notify in writing the owner, occupant, lessee, mortgagee, agent and all other persons having an interest in said building, as shown in the office of the judge of probate, of any building found by the building official to be a dangerous building within the standards set forth in this article, that:
 - a. The owner must vacate, repair or demolish said building in accordance with the terms of the notice and this article;
 - b. The occupant or lessee must vacate said building or may have it repaired in accordance with the notice and remain in possession;
 - c. The mortgagee, agent, or other persons having an interest in said building as shown in the office of the judge of probate may at such person's own risk repair, vacate or demolish said building or have such work or act done; provided, that any person notified under this subsection to repair, vacate or demolish any building shall be given such reasonable time, not exceeding 60 days, as may be necessary to do, or have done, the work or act required by the notice provided for herein.
- (5) Set forth in the notice provided for in subsection (4) hereof, a description of the building or structure deemed unsafe, a statement of the particulars which make the building or structure a dangerous building and an order requiring the same to be put in such condition as to comply with the terms of this article within such length of time, not exceeding 60 days, as is reasonable.
- (6) Report to the council any noncompliance with the notice provided for in subsections (4) and (5) hereof.
- (7) Place a notice on all dangerous buildings reading as follows:

"This building has been found to be a dangerous building by the Building Official. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with the notice which has been given to owner, occupant, lessee, mortgagee, or agent of this building, and all other persons having an interest in said building as shown in the office of the Judge of Probate of Shelby County, Alabama. It is unlawful to remove this notice until such notice is complied with."

(Ord. No. 13, § 4, 11-2-70)

Sec. 4-24. Service of notice and orders on absent persons.

In cases, except in emergency cases, where the owner, occupant, lessee or mortgagee is absent from the city, all notices or orders provided for herein shall be sent by certified mail to the owner, occupant, mortgagee, lessee and all other persons having an interest in said buildings as shown by the land records in the office of the judge of probate to the last known address of each, and a copy of such notice shall be posted in a conspicuous place on the dangerous building to which it relates. Such mailing and posting shall be deemed adequate service.

(Ord. No. 13, § 9, 11-2-70)

Sec. 4-25. Duties of city council—Generally.

The city council shall:

- (1) Upon receipt of a report of the building official as provided for in subsection (6) of section 4-23, give written notice to the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in said building as shown by the land records in the office of the judge of probate to appear before the city council on the date specified in the notice to show cause why the building or structure reported to be a dangerous building should not be repaired, vacated, or demolished in accordance with the statement of particulars set forth in the building official's notice provided for in subsection (7) of section 4-23.
- (2) Hold a hearing and hear such testimony as the building official or the owner, occupant, mortgagee, lessee, or any other person having an interest in said building, as shown by the land records in the office of the judge of probate, shall offer relative to the dangerous building.
- (3) Determine from the testimony offered pursuant to subsection (2) hereof, as to whether or not the building in question is a dangerous building within the terms of this article.
- (4) Issue an order based upon the determination made pursuant to subsection (3) hereof, commanding the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in said building as shown by the land records in the office of the judge of probate to repair, vacate, or demolish any building found to be a dangerous building within the terms of this article and provided that any person so notified, except the owners, shall have the privilege of either vacating or repairing said dangerous building; or any person not the owner of said dangerous building, but having an interest in said building as shown on the land records in the office of the judge of probate, may demolish said dangerous building at such person's own risk to prevent the acquiring of a lien against the land upon which said dangerous building stands by the city as provided in subsection (5) hereof.
- (5) If the owner, occupant, mortgagee, or lessee fails to comply with the order provided for in subsection (4) hereof, within 30 days, the council shall cause such building or structure to be repaired, vacated, or demolished as the facts may warrant, under the standards hereinabove provided for in section 4-21, and with the assistance of the city attorney, shall cause the costs of such repair, vacation, or demolition to be charged against the land on which the building existed as a municipal lien or cause such costs to be recovered in a suit at law against the owner; provided, that in cases where such procedure is

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(Supp. No. 16, Update 4)

desirable and any delay thereby caused will not be dangerous to the health, morals, safety or general welfare of the people of this city, the council shall notify the city attorney to take legal action to force the owner to make all necessary repairs or demolish the building.

- (6) Report to the city attorney the names of all persons not complying with the order provided for in subsection (4) hereof.

(Ord. No. 13, § 5, 11-2-70)

Sec. 4-26. Same—In emergency cases.

In cases where it reasonably appears that there is immediate danger to the life or safety of any person unless a dangerous building is immediately repaired, vacated, or demolished, the building official shall report such facts to the council and the council shall cause the immediate repair, vacation, or demolition of such dangerous building. The costs of such emergency repair, vacation or demolition of such dangerous building shall be collected in the same manner as provided in subsection (5) of section 4-25.

(Ord. No. 13, § 8, 11-2-70)

Sec. 4-27. Duties of fire department.

The members of the fire department shall make a report in writing to the building official of all buildings or structures which are, may be, or are suspected to be, dangerous buildings within the terms of this article. Such reports must be delivered to the building official within 24 hours of the discovery of such buildings by any member of the fire department.

(Ord. No. 13, § 11, 11-2-70)

Sec. 4-28. Duties of police department.

All employees of the police department shall make a report in writing to the building official of any buildings or structures which are, may be, or are suspected to be, dangerous buildings within the terms of this article. Such reports must be delivered to the building official within 24 hours of the discovery of such buildings by any employee of the police department.

(Ord. No. 13, § 12, 11-2-70)

Sec. 4-29. Duties of city attorney.

The city attorney shall:

- (1) Prosecute all persons failing to comply with the terms of the notices provided for in subsections (5) and (6) of section 4-23, and the order provided for in subsection (4) of section 4-25.
- (2) Appear at all hearings before the council in regard to dangerous buildings.
- (3) Bring suit to collect all municipal liens, expenditures or costs incurred by the council in repairing or causing to be vacated or demolished dangerous buildings.
- (4) Take such other legal action as is necessary to carry out the terms and provisions of this article.

(Ord. No. 13, § 7, 11-2-70)

Sec. 4-30. Administration liability.

No officer, agent, or employee of the city shall be rendered personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of such person's duties under this article. Any suit brought against any officer, agent, or employee of the city as a result of any act required or permitted in the discharge of such person's duties under this article shall be defended by the city attorney, or by an employed attorney in case the defendant is the city attorney, until the final determination of the proceedings therein.

(Ord. No. 13, § 10, 11-2-70)

Sec. 4-31. Violations; penalty for disregarding notices or orders.

- (a) The owner of any dangerous building who shall fail to comply with any notice or order to repair, vacate, or demolish said building given by any person authorized by this article to give such notice or order shall be guilty of a misdemeanor and upon conviction thereof shall be punished as provided in section 1-8. Each day's violation of the provisions of this article shall constitute a separate offense, punishable as herein provided.
- (b) The occupant or lessee in possession who fails to comply with any notice to vacate and who fails to repair said building in accordance with any notice given as provided for in this article shall be guilty of a misdemeanor and upon conviction thereof shall be punished as provided in section 1-8. Each day's violation of the provisions of this article shall constitute a separate offense, punishable as herein provided.
- (c) Any person removing any notice provided for in subsection (7) of section 4-23 shall be guilty of a misdemeanor and upon conviction shall be punished as provided in section 1-8 for each offense.

(Ord. No. 13, § 6, 11-2-70)

Secs. 4-32—4-40. Reserved.

1100d - WT. 6.2021

Substantial Damage Letter (SDE >50%)						
Property Owner	Address 1	Address 2	Date Mailed	Mailing Address 1	Mailing Address 2	Checked
Alikya Nalawade	134 Braxton Way	Pelham, AL 35124	December 8, 2021	134 Braxton Way	Pelham, AL 35124	x
Jennah Davis	1892 Chandalar Court	Pelham, AL 35124	December 8, 2021	1892 Chandalar Court	Pelham, AL 35124	x
John Jr and Joel III Bearden	1894 Chandalar Court	Pelham, AL 35124	December 8, 2021	1894 Chandalar Court	Montevallo, AL 35115	x
Adlon LLC	1896 Chandalar Court	Pelham, AL 35124	December 8, 2021	1896 Chandalar Court	Birmingham, AL 35244	x
Deana Banks	1898 Chandalar Court	Pelham, AL 35124	December 8, 2021	1898 Chandalar Court	Pelham, AL 35124	x
Eddie McClain	1900 Chandalar Court	Pelham, AL 35124	December 8, 2021	1900 Chandalar Court	Pelham, AL 35124	x
Jordy Henson	1901 Chandalar Court	Pelham, AL 35124	December 8, 2021	1901 Chandalar Court	Helena, AL 35080	x
Glen and Elizabeth Moore	1902 Chandalar Court	Pelham, AL 35124	December 8, 2021	1902 Chandalar Court	Pelham, AL 35124	x
Kayla Nguyen	1903 Chandalar Court	Pelham, AL 35124	December 8, 2021	1903 Chandalar Court	Pelham, AL 35124	x
Natalie Allen	1904 Chandalar Court	Pelham, AL 35124	December 8, 2021	1904 Chandalar Court	Pelham, AL 35124	x
Ryan Camp	1905 Chandalar Court	Pelham, AL 35124	December 8, 2021	1905 Chandalar Court	Pelham, AL 35124	x
Marcelo Dicanidio and Cecilia Alvarez	1906 Chandalar Court	Pelham, AL 35124	December 8, 2021	1906 Chandalar Court	Pelham, AL 35124	x
Garbrielle and Elizabeth Stewart	1907 Chandalar Court	Pelham, AL 35124	December 8, 2021	1907 Chandalar Court	Pelham, AL 35124	x
Brenda Stratton	1909 Chandalar Court	Pelham, AL 35124	December 8, 2021	1909 Chandalar Court	Pelham, AL 35124	x
Mary Horne	1910 Chandalar Court	Pelham, AL 35124	December 8, 2021	1910 Chandalar Court	Pelham, AL 35124	x
Spentressia Fern	1911 Chandalar Court	Pelham, AL 35124	December 8, 2021	1911 Chandalar Court	Pelham, AL 35124	x
Diane Angeli	1912 Chandalar Court	Pelham, AL 35124	December 8, 2021	1912 Chandalar Court	Pelham, AL 35124	x
Gregory and Emily Ferguson	1913 Chandalar Court	Pelham, AL 35124	December 8, 2021	1913 Chandalar Court	Pelham, AL 35124	x
Sherry Franks	1914 Chandalar Court	Pelham, AL 35124	December 8, 2021	1914 Chandalar Court	Pelham, AL 35124	x
Joshua Deeter	1915 Chandalar Court	Pelham, AL 35124	December 8, 2021	1915 Chandalar Court	Tallmadge, OH 44278	x
Gustavo and Alexandra Santos	1916 Chandalar Court	Pelham, AL 35124	December 8, 2021	1916 Chandalar Court	Pelham, AL 35124	x
Nicole Belflower	1917 Chandalar Court	Pelham, AL 35124	December 8, 2021	1917 Chandalar Court	Pelham, AL 35124	x
Chris Payne	1918 Chandalar Court	Pelham, AL 35124	December 8, 2021	1918 Chandalar Court	Pelham, AL 35124	x
CS Equity Partners II LLC	1919 Chandalar Court	Pelham, AL 35124	December 8, 2021	1919 Chandalar Court	Birmingham, AL 35203	x
John Kronberg	1920 Chandalar Court	Pelham, AL 35124	December 8, 2021	1920 Chandalar Court	Pelham, AL 35124	x
Matthew Moles	1921 Chandalar Court	Pelham, AL 35124	December 8, 2021	1921 Chandalar Court	Pelham, AL 35124	x
William Yancey	1922 Chandalar Court	Pelham, AL 35124	December 8, 2021	1922 Chandalar Court	Chelsea, AL 35043	x
Dominique Roller	1923 Chandalar Court	Pelham, AL 35124	December 8, 2021	1923 Chandalar Court	Pelham, AL 35124	x
Keith and Linda Knowles	1924 Chandalar Court	Pelham, AL 35124	December 8, 2021	1924 Chandalar Court	Montevallo, AL 35115	x
Michael Halbert	1925 Chandalar Court	Pelham, AL 35124	December 8, 2021	1925 Chandalar Court	Pelham, AL 35124	x
Rachel Landers	1927 Chandalar Court	Pelham, AL 35124	December 8, 2021	1927 Chandalar Court	Pelham, AL 35124	x
Donald Taylor III	1929 Chandalar Court	Pelham, AL 35124	December 8, 2021	1929 Chandalar Court	Pelham, AL 35124	x
Colin Moose	1931 Chandalar Court	Pelham, AL 35124	December 8, 2021	1931 Chandalar Court	Pelham, AL 35124	x
Ana Kirk	1957 Chandalar Court	Pelham, AL 35124	December 8, 2021	1957 Chandalar Court	Pelham, AL 35124	x
Jennifer Jordan	1959 Chandalar Court	Pelham, AL 35124	December 8, 2021	1959 Chandalar Court	Pelham, AL 35124	x
Metro Investments LLC	1961 Chandalar Court	Pelham, AL 35124	December 8, 2021	251 Country Hills Rd	Montevallo, AL 35115	x
Richard Bayard	1963 Chandalar Court	Pelham, AL 35124	December 8, 2021	1963 Chandalar Court	Pelham, AL 35124	x
Stacy Figueroa	1982 Chandalar Court	Pelham, AL 35124	December 8, 2021	1982 Chandalar Court	Pelham, AL 35124	x
Hossein Doviatabadi	1984 Chandalar Court	Pelham, AL 35124	December 8, 2021	1421 Canyon Lane	Hoover, AL 35244	x
Dillon Flore	1986 Chandalar Court	Pelham, AL 35124	December 8, 2021	1986 Chandalar Court	Pelham, AL 35124	x
Harry Lyon	1988 Chandalar Court	Pelham, AL 35124	December 8, 2021	1988 Chandalar Court	Pelham, AL 35124	x
Harrison Brown	1990 Chandalar Court	Pelham, AL 35124	December 8, 2021	1990 Chandalar Court	Pelham, AL 35124	x
Richard and Ashlyn Riley	1992 Chandalar Court	Pelham, AL 35124	December 8, 2021	1992 Chandalar Court	Pelham, AL 35124	x
Randall Neils	1994 Chandalar Court	Pelham, AL 35124	December 8, 2021	1994 Chandalar Court	Pelham, AL 35124	x
Steven and Sharon Abbott	1996 Chandalar Court	Pelham, AL 35124	December 8, 2021	1996 Chandalar Court	Pelham, AL 35124	x
David and Tiffany Gray	2666 Chandalar Lane	Pelham, AL 35124	December 8, 2021	2666 Chandalar Lane	Pelham, AL 35124	x
Brett and Guinara Harkey	1913 Chandaway Drive	Pelham, AL 35124	December 8, 2021	1913 Chandaway Drive	Pelham, AL 35124	x
Guntam Andertill	1953 Chandaway Drive	Pelham, AL 35124	December 8, 2021	1953 Chandaway Drive	Pelham, AL 35124	x
Allison and Anabel Roberts	549 Creekview Drive	Pelham, AL 35124	December 8, 2021	549 Creekview Drive	Pelham, AL 35124	x
Rodriguez and Maia Martinez	553 Creekview Drive	Pelham, AL 35124	December 8, 2021	553 Creekview Drive	Pelham, AL 35124	x
Heather McPhillips	557 Creekview Drive	Pelham, AL 35124	December 8, 2021	557 Creekview Drive	Pelham, AL 35124	x
Octaviano Gonzalez	600 Creekview Drive	Pelham, AL 35124	December 8, 2021	600 Creekview Drive	Pelham, AL 35124	x
Janet Lee	608 Creekview Drive	Pelham, AL 35124	December 8, 2021	6919 Catwing Ct	Columbia, MD 21045	x
Mohammad and Sossan Raslegar	620 Creekview Drive	Pelham, AL 35124	December 8, 2021	620 Creekview Drive	Pelham, AL 35124	x
Lauren Nicholson	621 Creekview Drive	Pelham, AL 35124	December 8, 2021	1857 Buttercup Dr	Birmingham, AL 35226	x
Randy and Mallory Hodge	629 Creekview Drive	Pelham, AL 35124	December 8, 2021	629 Creekview Drive	Pelham, AL 35124	x
Derek and Sandra Luqure	500 Creekview Terrace	Pelham, AL 35124	December 8, 2021	270 Doug Baker Blvd, Suite 700-387	Birmingham, AL 35242	x

David Wideman	505 Creekview Terrace	Pelham, AL 35124	December 8, 2021	200 Spaulding Hills Ct	Atlanta, GA 30350	x	added 2nd address
Pamela Landefeld	716 Cross Creek Trail	Pelham, AL 35124	December 8, 2021	716 Cross Creek Trail	Pelham, AL 35124	x	
Jerri Marvin	704 Crosscreek Trail	Pelham, AL 35124	December 8, 2021	704 Crosscreek Trail	Pelham, AL 35124	x	
Madison Earl Development LLC	712 Crosscreek Trail	Pelham, AL 35124	December 8, 2021	712 Crosscreek Trail	Pelham, AL 35124	x	
Catherine Ingle	720 Crosscreek Trail	Pelham, AL 35124	December 8, 2021	720 Crosscreek Trail	Pelham, AL 35124	x	
Aaron Espinoza Irrevocable Trust	724 Crosscreek Trail	Pelham, AL 35124	December 8, 2021	724 Crosscreek Trail	Pelham, AL 35124	x	
Lawrence Fontenot	817 Frontier Drive	Pelham, AL 35124	December 8, 2021	817 Frontier Drive	Pelham, AL 35124	x	
John and Monica Brogdon	901 Frontier Drive	Pelham, AL 35124	December 8, 2021	901 Frontier Drive	Pelham, AL 35124	x	
Randy Whirley	905 Frontier Drive	Pelham, AL 35124	December 8, 2021	905 Frontier Drive	Pelham, AL 35124	x	
Ashwin and Alka Talati	917 Frontier Drive	Pelham, AL 35124	December 8, 2021	917 Frontier Drive	Pelham, AL 35124	x	
John and Amber Saxon	921 Frontier Drive	Pelham, AL 35124	December 8, 2021	921 Frontier Drive	Pelham, AL 35124	x	
James Pennington	925 Frontier Drive	Pelham, AL 35124	December 8, 2021	925 Frontier Drive	Pelham, AL 35124	x	
Carol Davis	928 Frontier Drive	Pelham, AL 35124	December 8, 2021	928 Frontier Drive	Pelham, AL 35124	x	
Lesley & Jamiel Saliba	122 Norridge Place	Pelham, AL 35124	December 8, 2021	122 Norridge Place	Pelham, AL 35124	x	

Master Copy of
substantial damage
letter.

DATE

John Doe
10000 Main Street
Pelham, AL 35124

**RE: Notification of Substantial Damage from Flooding
<ADDRESS>**

Dear Homeowner:

In our ongoing disaster recovery efforts related to the October 6, 2021 historic rainfall and subsequent flooding, the City of Pelham has reviewed the flood damage to your home. Based on this review, and on the guidelines required by the federal government, it has been determined that your home was “substantially damaged” in the October event. The purpose of this letter is to explain how this determination was made and the next steps you should take in the process.

First, let us explain a little background. The City of Pelham participates in the National Flood Insurance Program through the Federal Emergency Management Agency (FEMA). This allows Pelham residents and business owners to purchase flood insurance. Following the October 6, 2021 flooding, all floodplain managers received a letter from the State of Alabama clarifying the rules set forth by FEMA. These are rules we must follow, and if the City is found to be in non-compliance, it will affect the ability for residents and business owners to obtain flood insurance coverage.

A substantial damage determination means the repair estimate of the work required to restore your home to its pre-damage condition was compared to the assessed value of the building (excluding land value). When the estimate for repairs equals or exceeds 50 percent of the assessed value of the home, a substantial damage determination is made.

Substantial damage can also mean flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the assessed value of the structure before the damage occurred.

As a result of the substantial damage determination, FEMA requires that you bring the building into compliance with the provisions of the Chapter 4 Article III of the Pelham City Code of Ordinances. A detailed breakdown of the Flood Ordinance Procedures can be found at www.pelhamalabama.gov and click the Flood Information quick link.

What are your next steps?

1. Contact your insurance agent and provide a copy of this letter to them.
2. If you have a flood insurance policy from the National Flood Insurance Program, you should ask about the Increased Cost of Compliance (ICC) coverage. This coverage may provide an additional claim payment of up to \$30,000 to help defray the cost of bringing your home into compliance. Your agent can explain that the ICC claim may also be used to pay certain costs associated with elevating or demolishing and rebuilding your home.
3. If you have questions, we would be pleased to meet with you and your designated representative (architect/builder) to discuss how to bring the home into compliance. There are several aspects that must be addressed to achieve compliance. The most significant requirement is that the lowest living floor must be elevated to one foot above the base flood elevation (BFE).

The determination of substantial damage has been made utilizing the substantial damage estimator developed by FEMA. If you believe this determination of substantial damage is incorrect, you may file for an appeal of this determination. The appeals process will require that you submit additional information demonstrating the cost to repair your building to pre flood condition is less than estimated using FEMA standards or that the value of your building is greater than that shown by the tax assessor. Examples of acceptable information for repair costs include contractor estimates or detailed insurance estimates based on actual cash value. An example of building value is a recent appraisal of the building (excluding land). All appeals will be considered by the City's Board of Adjustments and Appeals. If you wish to appeal the determination of substantial damage, please let us know within 30 days of the date of this letter by using the contact information below. Upon your request for appeal, you will be contacted with instructions regarding how to submit additional information to be considered in the appeals process.

The City of Pelham wants to help you recover from this flood disaster. Please contact the City's building department at 205-620-6495, or email pelhamflood@pelhamalabama.gov with your questions.

Sincerely,

Chris Cousins
Acting City Engineer

C: Andr  Bittas

Dangerous Building Summary

Property Location:

1957 Chandalar Ct Pelham, AL 35124

1959 Chandalar Ct Pelham, AL 35124

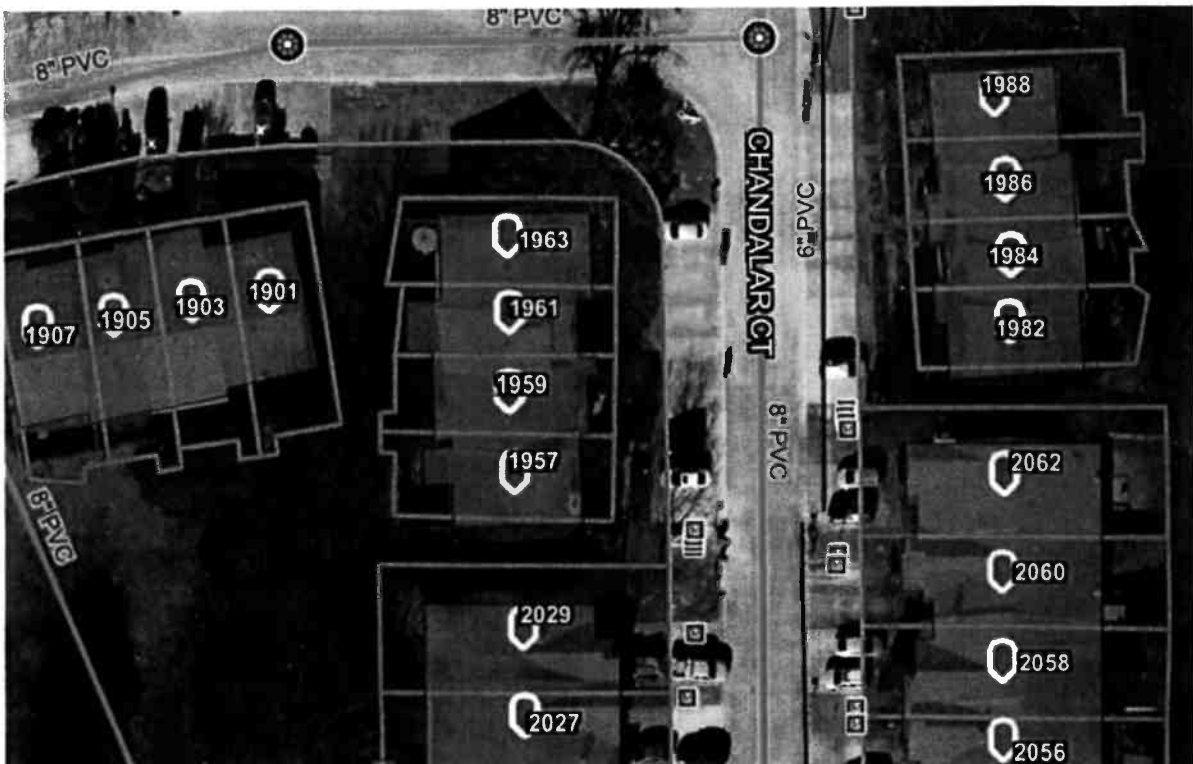
1961 Chandalar Ct Pelham, AL 35124

Timeline:

Fire Occurred: November 26, 2023

Certified Notice Sent Out: March 7, 2024

Unsafe Building Notice Posted: March 20, 2024







1957 Chandalar Ct
Pelham, AL 35124

UNSAFE

DO NOT ENTER OR OCCUPY

This building has been found to be a dangerous building by the Building Official.

This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with the notice which has been given to owner, occupant, lessee, mortgagee, or agent of this building, and all other persons having an interest in said building as shown in the office of the Judge of Probate of Shelby County, Alabama.

It is intended to remove this notice until such notice is removed when

This Property has been sold under a court order for the purpose of

Exemption of Section 11 of the Code of Alabama, Title 40, Chapter 1, Section 11.

Notar: *Colley, John* 200 P. Inspector: *Louis R. R. R.*

Please contact the Building Official at (205) 438-4444 for more information.

6-1512

200 P. 10/1/57

1957



Pelham

A path apart.

Development Services
& Public Works
205.620.6411

March 7, 2024

Mr. Joe Stewart,

According to property tax records, you own the property located at 1957 Chandalar Court in the city of Pelham Alabama. We have performed an inspection as required by our ordinance Chapter 4 Sec. 4-23 (3). Due to fire damage and flood way issues, this structure must be demolished (chapter 4 article II Sec 4-21 (1) of the Pelham Code) due to the following hi-lighted conditions from Sec 4-20 of the Pelham code of Ordinances:

All buildings or structures which have any of the following defects shall be deemed dangerous buildings:

- (1) Those in which the interior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base.
- (2) Those which, exclusive of the foundation, 33 percent or more of damage or deterioration of one or more of the supporting members, or 50 percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- (3) Those which have improperly distributed loads upon the floors or roofs or in which the same are overloaded, or which have insufficient strength to be reasonably safe for the purpose used.
- (4) Those which have been damaged by fire, wind, or other causes so as to have become dangerous to life, safety, morals, or the general welfare and health of the occupants or the people of the city.
- (5) Those which have become or are so dilapidated, decayed, unsafe, unsanitary or which so utterly fail to provide the amenities essential to decent living that they are unfit for human habitation, or are likely to cause sickness or disease, so as to work injury to the health, morals, safety or general welfare of those living therein.
- (6) Those having light, air and sanitation facilities which are inadequate to protect the health, morals, safety, or general welfare of human beings who live or may live therein.
- (7) Those having inadequate facilities for egress in case of fire or panic or those having insufficient stairways, elevators, fire escapes, or other means of communication.

(8) Those which have parts thereof which are so attached that they may fall and injure members of the public on the property.

(9) Those which because of their condition are unsafe, unsanitary, or dangerous to the health, morals, safety or general welfare of the people of the city.

This building must be demolished or repaired in accordance with the terms of this notice and chapter 4 article II of the Pelham Code to a satisfactory state determined by the Building Official within 60 days of receipt of Notice.

If you choose to demolish or repair the building, you must apply for a commercial building permit prior to any work commencing.

Please let me know if you have any further questions or concerns. My direct line is (205)620-6510.

Sincerely,



Levis Peters, ICC

Building Official

Office: 205.620.6510

www.pelhamalabama.gov



U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

3-18-24

Postmark
Here

Joe Stewart

Pelham HL



**DON ARMSTRONG, ACTA
PROPERTY TAX COMMISSIONER**

P.O. BOX 1269
COLUMBIANA, ALABAMA 35051
TELEPHONE: 205-670-6900
FAX: 205-670-6915

JACOB TIDMORE
PROPERTY TAX ADMINISTRATOR

DON MILES
CHIEF APPRAISER
CINDY CRABB
PERSONAL PROPERTY
SUPERVISOR
PAULA PORTER
COLLECTION/
ASSESSMENT SUPERVISOR
ROBERT PRESLEY
MAPPING SERVICES SUPERVISOR
JORDAN HADAWAY
IT/AUDITOR SUPERVISOR

Printed on: 8/22/2024

2023 TAX STATEMENT

Owner

STEWART JOE

Mailing Address

1957 CHANDALAR CT
PELHAM AL 35124

PARCEL INFORMATION

Parcel Number	13 1 01 4 401 001.020
Receipt Number	39504
Account Number	11300851
Tax Year	2023
Tax & Cost	\$1,069.12
Escaped Taxes Due	\$0.00
Amount Paid	\$1,069.12
Total Due	\$0.00
Due Date	2023-10-01T00:00:00.000Z

ASSESSMENT INFORMATION

Location	1957 CHANDALAR COURT PELHAM AL 35124
Neighborhood	08 CHANDA TOWNHOMES R-2
Subdivision	CHANDALAR SOUTH TOWNHOUSES PHASE 2
Lot	
Block	
Property Class	03
Acreage	0.000
Exempt Code	10
Municipality	08 - PELHAM
School District	2
Disability Code	
Over 65 Code	



VALUATION SUMMARY

Improvement Value	Land Value	Appraised Value	Assessed Value
\$146,400	\$45,000	\$191,400	\$19,140

TAX BREAKDOWN

Millage Type	Municipality	Assessed Value	Millage Rate	Tax	Tax Exemption	Total Tax
CITY	08 - PELHAM	\$19,140	14.00	\$267.96	\$0.00	\$267.96
COUNTY	08 - PELHAM	\$19,140	7.50	\$143.55	\$15.00	\$128.55
DIST SCHOOL	08 - PELHAM	\$19,140	14.00	\$267.96	\$0.00	\$267.96
SCHOOL	08 - PELHAM	\$19,140	16.00	\$306.24	\$0.00	\$306.24
STATE	08 - PELHAM	\$19,140	6.50	\$124.41	\$26.00	\$98.41
FOREST	08 - PELHAM	\$0	0.00	\$0.00	\$0.00	\$0.00
TAX TOTAL				\$1,110.12	\$41.00	\$1,069.12

PAYMENT INFORMATION

Receipt No	Paid By	Payment Date	Amount Paid
39504	CoreLogic Real Estate Tax Service	11/16/2023	\$1,069.12

Current Due	\$1,069.12
Fees	\$0.00
Payments	\$1,069.12
Back Taxes	\$0.00

TOTAL DUE	\$0.00
------------------	---------------

Due Date	2023-10-01T00:00:00.000Z
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**1959 Chandalar Ct
Pelham, AL 35124**



UNSAFE
DO NOT ENTER OR OCCUPY

This building has been found to be a dangerous building by the Building Official.

This notice is to remain in this building until it is vacated, vacated, or demolished in accordance with the notice which has been given to owner, tenant, or occupant, and until the building is safe for occupancy. All persons are prohibited from entering this building, and all persons are prohibited from occupying this building.



DO NOT DISTURB



205-

03-20-2024 02:44 PM



Pelham

A path apart.

Development Services
& Public Works
205.620.6411

March 7, 2024

Mrs. Jennifer Jordan

According to property tax records, you own the property located at 1959 Chandalar Court in the city of Pelham Alabama. We have performed an inspection as required by our ordinance Chapter 4 Sec. 4-23 (3). Due to fire damage and flood way issues, this structure must be demolished (chapter 4 article II Sec 4-21 (1) of the Pelham Code) due to the following hi-lighted conditions from Sec 4-20 of the Pelham code of Ordinances:

All buildings or structures which have any of the following defects shall be deemed dangerous buildings:

- (1) Those in which the interior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base.
- (2) Those which, exclusive of the foundation, 33 percent or more of damage or deterioration of one or more of the supporting members, or 50 percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- (3) Those which have improperly distributed loads upon the floors or roofs or in which the same are overloaded, or which have insufficient strength to be reasonably safe for the purpose used.
- (4) Those which have been damaged by fire, wind, or other causes so as to have become dangerous to life, safety, morals, or the general welfare and health of the occupants or the people of the city.
- (5) Those which have become or are so dilapidated, decayed, unsafe, unsanitary or which so utterly fail to provide the amenities essential to decent living that they are unfit for human habitation, or are likely to cause sickness or disease, so as to work injury to the health, morals, safety or general welfare of those living therein.
- (6) Those having light, air and sanitation facilities which are inadequate to protect the health, morals, safety, or general welfare of human beings who live or may live therein.
- (7) Those having inadequate facilities for egress in case of fire or panic or those having insufficient stairways, elevators, fire escapes, or other means of communication.

(8) Those which have parts thereof which are so attached that they may fall and injure members of the public on the property.

(9) Those which because of their condition are unsafe, unsanitary, or dangerous to the health, morals, safety or general welfare of the people of the city.

This building must be demolished or repaired in accordance with the terms of this notice and chapter 4 article II of the Pelham Code to a satisfactory state determined by the Building Official within 60 days of receipt of Notice.

If you choose to demolish or repair the building, you must apply for a commercial building permit prior to any work commencing.

Please let me know if you have any further questions or concerns. My direct line is (205)620-6510.

Sincerely,

Levis Peters

Levis Peters, ICC

Building Official

Office: 205.620.6510

www.pelhamalabama.gov



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jennifer Jorelun
1959 Chandalar Ct
Belham AL 35124



9590 9402 8510 3186 0099 17

2. Article Number (Transfer from service label)

9589 0710 5270 1552 5339 82

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Eddie D. McCann

C. Date of Delivery

3/18/24

D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

3-18-24

Postmark
Here

Jennifer Jordan

Bellevue AL



**DON ARMSTRONG, ACTA
PROPERTY TAX COMMISSIONER**

P.O. BOX 1269
COLUMBIANA, ALABAMA 35051
TELEPHONE: 205-670-6900
FAX: 205-670-6915

JACOB TIDMORE
PROPERTY TAX ADMINISTRATOR

DON MILES
CHIEF APPRAISER
CINDY CRABB
PERSONAL PROPERTY
SUPERVISOR
PAULA PORTER
COLLECTION/
ASSESSMENT SUPERVISOR
ROBERT PRESLEY
MAPPING SERVICES SUPERVISOR
JORDAN HADAWAY
IT/AUDITOR SUPERVISOR

Printed on: 8/22/2024

2023 TAX STATEMENT

Owner

JORDAN JENNIFER

Mailing Address

1959 CHANDALAR CT
PELHAM AL 35124

PARCEL INFORMATION

Parcel Number	13 1 01 4 401 001 010
Receipt Number	39494
Account Number	11300841
Tax Year	2023
Tax & Cost	\$869.94
Escaped Taxes Due	\$0.00
Amount Paid	\$869.94
Total Due	\$0.00
Due Date	2023-10-01T00:00:00.000Z

ASSESSMENT INFORMATION

Location	1959 CHANDALAR CT PELHAM AL 35124
Neighborhood	08 CHANDA TOWNHOMES R-2
Subdivision	CHANDALAR SOUTH TOWNHOUSES PHASE 2
Lot	
Block	
Property Class	03
Acreage	0.000
Exempt Code	10
Municipality	08 - PELHAM
School District	2
Disability Code	
Over 65 Code	



VALUATION SUMMARY

Improvement Value	Land Value	Appraised Value	Assessed Value
\$98,000	\$45,000	\$143,000	\$14,300

TAX BREAKDOWN

Millage Type	Municipality	Assessed Value	Millage Rate	Tax	Tax Exemption	Total Tax
CITY	08 - PELHAM	\$14,300	14.00	\$200.20	\$0.00	\$200.20
COUNTY	08 - PELHAM	\$14,300	7.50	\$107.25	\$15.00	\$92.25
DIST SCHOOL	08 - PELHAM	\$14,300	14.00	\$200.20	\$0.00	\$200.20
SCHOOL	08 - PELHAM	\$14,300	16.00	\$228.80	\$0.00	\$228.80
STATE	08 - PELHAM	\$14,300	6.50	\$92.95	\$26.00	\$66.95
FOREST	08 - PELHAM	\$0	0.00	\$0.00	\$0.00	\$0.00
TAX TOTAL				\$829.40	\$41.00	\$788.40

PAYMENT INFORMATION

Receipt No	Paid By	Payment Date	Amount Paid
39494	WALCOT LLC	04/09/2024	\$869.94

Current Due	\$788.40
Fees	\$81.54
Payments	\$869.94
Back Taxes	\$0.00
TOTAL DUE	\$0.00
Due Date	2023-10-01T00:00:00.000Z

1961 Chandalar Ct
Pelham, AL 35124





Pelham

A path apart

Development Services
& Public Works
205.620.6411

March 7, 2024

Metro Investments LLC C/O Jonathan Rivera

According to property tax records, you own the property located at 1961 Chandalar Court in the city of Pelham Alabama. We have performed an inspection as required by our ordinance Chapter 4 Sec. 4-23 (3). Due to fire damage and flood way issues, this structure must be demolished (chapter 4 article II Sec 4-21 (1) of the Pelham Code) due to the following hi-lighted conditions from Sec 4-20 of the Pelham code of Ordinances:

All buildings or structures which have any of the following defects shall be deemed dangerous buildings:

- (1) Those in which the interior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base.
- (2) Those which, exclusive of the foundation, 33 percent or more of damage or deterioration of one or more of the supporting members, or 50 percent of damage or deterioration of the non-supporting enclosing or outside walls or covering.
- (3) Those which have improperly distributed loads upon the floors or roofs or in which the same are overloaded, or which have insufficient strength to be reasonably safe for the purpose used.
- (4) Those which have been damaged by fire, wind, or other causes so as to have become dangerous to life, safety, morals, or the general welfare and health of the occupants or the people of the city.
- (5) Those which have become or are so dilapidated, decayed, unsafe, unsanitary or which so utterly fail to provide the amenities essential to decent living that they are unfit for human habitation, or are likely to cause sickness or disease, so as to work injury to the health, morals, safety or general welfare of those living therein.
- (6) Those having light, air and sanitation facilities which are inadequate to protect the health, morals, safety, or general welfare of human beings who live or may live therein.
- (7) Those having inadequate facilities for egress in case of fire or panic or those having insufficient stairways, elevators, fire escapes, or other means of communication.

(8) Those which have parts thereof which are so attached that they may fall and injure members of the public on the property.

(9) Those which because of their condition are unsafe, unsanitary, or dangerous to the health, morals, safety or general welfare of the people of the city.

This building must be demolished or repaired in accordance with the terms of this notice and chapter 4 article II of the Pelham Code to a satisfactory state determined by the Building Official within 60 days of receipt of Notice.

If you choose to demolish or repair the building, you must apply for a commercial building permit prior to any work commencing.

Please let me know if you have any further questions or concerns. My direct line is (205)620-6510.

Sincerely,

Levis Peters

Levis Peters, ICC

Building Official

Office: 205.620.6510

www.pelhamalabama.gov



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Metrol Investments LLC
C/O Jonathun Rivera
1961 Chandalar Ct
Pelham AL 35124



9590 9402 8510 3186 0099 48

2. Article Number (Transfer from service label)

9589 0710 5270 1552 5339 75

PS Form 3811, 10-0-0 9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature X <i>[Signature]</i>		☐ Agent ☐ Addressee
B. Received by (Printed Name) <i>[Signature]</i>	C. Date of Delivery <i>3/18/24</i>	
D. Is delivery address different from item 1? ☒ Yes If YES, enter delivery address below: <i>Rivera</i>		

3. Service Type	☐ Priority Mail Express®
☐ Adult Signature	☐ Registered Mail™
☐ Adult Signature Restricted Delivery	☐ Registered Mail Restricted Delivery
☐ Certified Mail®	☐ Signature Confirmation™
☐ Certified Mail Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery	
☐ Collect on Delivery Restricted Delivery	

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$ **Mcbride**

Total Postage and Fees

\$ **Pelham AL**

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

3-15-24

Postmark
Here

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

3-15-24

Postmark
Here

Metco F.W.

Needwood, MA



DON ARMSTRONG, ACTA
PROPERTY TAX COMMISSIONER

P.O. BOX 1269
COLUMBIANA, ALABAMA 35051
TELEPHONE 205-670-6900
FAX 205-670-6915

DON MILES
CHIEF APPRAISER
CINDY CRABB
PERSONAL PROPERTY
SUPERVISOR
PAULA PORTER
COLLECTION
ASSESSMENT SUPERVISOR
ROBERT PRESLEY
MAPPING SERVICES SUPERVISOR
JORDAN HADAWAY
IT AUDITOR SUPERVISOR

JACOB TIDMORE
PROPERTY TAX ADMINISTRATOR

Printed on: 8/22/2024

2023 TAX STATEMENT

Owner

METRO INVESTMENTS LLC
C/O RIVERA JONATHAN

Mailing Address

700 LANDSDOWNE WAY 106
NORWOOD MA 02062

PARCEL INFORMATION

Parcel Number 13 1 01 4 401 001.009
Receipt Number 39493
Account Number 11300840
Tax Year 2023
Tax & Cost \$1,620.52
Escaped Taxes Due \$0.00
Amount Paid \$1,620.52
Total Due \$0.00
Due Date Paid on 11/14/2023

ASSESSMENT INFORMATION

Location 1961 CHANDALAR CT PELHAM AL 35124
Neighborhood 08 CHANDA TOWNHOMES R-2
Subdivision CHANDALAR SOUTH TOWNHOUSES PHASE
2
Lot
Block
Property Class 02
Acreage 0.000
Exempt Code
Municipality 08 - PELHAM
School District 2
Disability Code
Over 65 Code



VALUATION SUMMARY

Improvement Value	Land Value	Appraised Value	Assessed Value
\$94,700	\$45,000	\$139,700	\$27,940

TAX BREAKDOWN

Millage Type	Municipality	Assessed Value	Millage Rate	Tax	Tax Exemption	Total Tax
CITY	08 - PELHAM	\$27,940	14.00	\$391.16	\$0.00	\$391.16
COUNTY	08 - PELHAM	\$27,940	7.50	\$209.55	\$0.00	\$209.55
DIST SCHOOL	08 - PELHAM	\$27,940	14.00	\$391.16	\$0.00	\$391.16
SCHOOL	08 - PELHAM	\$27,940	16.00	\$447.04	\$0.00	\$447.04
STATE	08 - PELHAM	\$27,940	6.50	\$181.61	\$0.00	\$181.61
FOREST	08 - PELHAM	\$0	0.00	\$0.00	\$0.00	\$0.00
TAX TOTAL				\$1,620.52	\$0.00	\$1,620.52

PAYMENT INFORMATION

Receipt No	Paid By	Payment Date	Amount Paid
39493	LERETA LLC	11/14/2023	\$1,620.52

Current Due \$1,620.52

Fees \$0.00

Payments \$1,620.52

Back Taxes \$0.00

TOTAL DUE \$0.00

Due Date Paid on 11/14/2023



Outlook

1963 Chandalar Ct

From Michael Eddington <meddington@pelhamalabama.gov>

Date Thu 11/30/2023 11:42 AM

To Kelsey Cunningham <kcunningham@pelhamalabama.gov>

Cc Levis Peters <lpeters@pelhamalabama.gov>

Fire/water Damage

The property owner came in to apply for building permit. It's questionable based on flood plain issues.

I told him to go ahead and apply for permit with the estimated costs and proposed repairs and we would evaluate.

I told him he could not do any work including demo without a permit.

He could run fans and spray antibacterial/anti-mold cleaner.



Pelham

A path apart.

Michael Eddington, P.E.
City Engineer/Deputy Director
Development Services & Public Works

City of Pelham, Alabama

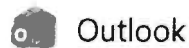
Phone: [205.620.6408](tel:205.620.6408)

Cell: [205.894.1050](tel:205.894.1050)

meddington@pelhamalabama.gov

www.pelhamalabama.gov

www.explorepelhamal.com



Re: 1963 Chandalar Ct.

From Kelsey Cunningham <kcunningham@pelhamalabama.gov>

Date Tue 12/5/2023 10:33 AM

To Levis Peters <lpeters@pelhamalabama.gov>

Cc Mike Reid <mreid@pelhamalabama.gov>; Michael Eddington <meddington@pelhamalabama.gov>

I will send power and gas. For water, the resident will need to apply with the Water Dept.

Thank you,



Kelsey Cunningham, CMRO
Permit Technician
Development Services & Public Works
City of Pelham, Alabama
Phone: 205.620.6495
kcunningham@pelhamalabama.gov
www.pelhamalabama.gov
www.explorepelhamal.com



From: Levis Peters <lpeters@pelhamalabama.gov>

Sent: Tuesday, December 5, 2023 10:31 AM

To: Kelsey Cunningham <kcunningham@pelhamalabama.gov>

Cc: Mike Reid <mreid@pelhamalabama.gov>; Michael Eddington <meddington@pelhamalabama.gov>

Subject: 1963 Chandalar Ct.

Kelsey, I talked to Mike Ried and Mike Eddington, they both stated that there shouldn't be any issues with turning power, water and gas back on to this unit. please send the releases. thanks



Levis Peters, ICC
Building Official
Development Services & Public Works
City of Pelham, Alabama
Phone: 205.620.6510
lpeters@pelhamalabama.gov
www.pelhamalabama.gov
www.explorepelhamal.com

RESOLUTION 2026-03-19-11

Authorizing an Agreement with Kissel Entertainment, LLC for Spring Fair

WHEREAS, in late summer 2025, the City of Pelham was approached by multiple vendors interested in hosting a fair at the former Oak Mountain Amphitheater site following the City's acquisition of the property; and

WHEREAS, at that time, the City was not prepared to proceed due to the preliminary status of redevelopment planning, but as interest continued, the City issued a Request for Proposals (RFP) to identify a qualified operator; and

WHEREAS, by the January 30, 2026 deadline, proposals were received and publicly opened, and Kissel Entertainment, LLC ("Kissel") was ultimately selected following review, a site visit, and contract negotiations; and

WHEREAS, the proposed agreement consists of a Master Agreement dated March 12, 2026, and a Statement of Work providing for a fair to be held April 9–19, 2026, with setup beginning April 5, 2026 and teardown concluding by April 21, 2026; and

WHEREAS, under said agreement, Kissel shall be solely responsible for all aspects of the event, including but not limited to rides, concessions, ticketing, security, emergency services, sanitation, and operations, and the City's role shall be limited to leasing the property and providing site access and certain basic infrastructure; and

WHEREAS, the City shall have no involvement in the planning or operation of the fair and shall receive a flat fee of \$75,000.00, with no participation in gate or parking revenues; and

WHEREAS, all discussions regarding this matter were conducted in Executive Session in accordance with applicable law due to the leasing of City-owned real property; and

WHEREAS, the City's attorney and liability insurance broker have reviewed and approved the final agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pelham, Alabama that the Mayor, on behalf of the City, is hereby authorized to execute the Master Agreement and Statement of Work with Kissel Entertainment, LLC, and any related documents necessary to execute the temporary lease of City-owned property for the spring fair, under the terms set forth therein.

BE IT FURTHER RESOLVED that the City Manager and Finance Director, and/or their designee, are hereby authorized to take all actions necessary to carry out the intent of this Resolution and to make budgetary and general ledger adjustments, as necessary.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-03-19-11 be given vote, and said Resolution passed by unanimous voice vote of the Council present, and the President of the Council declared the same passed and adopted.

ADOPTED this 19th day of March 2026.

Chad Leverett, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, 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 19th day of March 2026 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 19th day of March 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

M E M O R A N D U M

To: Gretchen DiFante, City Manager

From: Jonathan Seale, City Clerk/Treasurer

Date: March 17, 2026

Re: Authorization of an Agreement with Kissel Entertainment, LLC for Spring Fair

In late summer 2025, the City of Pelham was approached by multiple vendors interested in hosting a fair at the former Oak Mountain Amphitheater site following the City's acquisition of the property. At that time, the City was not prepared to proceed due to the preliminary status of redevelopment planning. However, as interest continued, the City issued a Request for Proposals (RFP) to identify a qualified operator.

By the January 30, 2026 deadline, two proposals were received from Live Nation Entertainment, Inc. ("Live Nation") and Kissel Entertainment, LLC ("Kissel"). However, Live Nation withdrew from further consideration during the negotiation phase.

Kissel subsequently reached out to the City and confirmed their interest and their ability to serve as both producer and midway operator. City staff conducted a site visit with Kissel and mutually completed contract agreement negotiations.

The Master Agreement dated March 12, 2026, includes a Statement of Work for a fair scheduled April 9–19, 2026, with setup beginning April 5, 2026 and teardown concluding by April 21, 2026. Kissel will be solely responsible for all aspects of the event, including rides, concessions, ticketing, security, emergency services, sanitation, and operations. The City's role is limited to leasing the property and providing site access and some basic infrastructure.

The City will have no involvement in the planning or operation of the fair. Financially, the City will receive a flat fee of \$75,000.00 related to ride operations, with no participation in gate or parking revenues, which will be retained by Kissel.

Approval of the resolution will authorize the Mayor, on behalf of the City, to execute the associated agreements with Kissel Entertainment, LLC.

The City's attorney and liability insurance broker were both consulted and gave their approval to the final version of the agreement.



Kissel Entertainment, LLC. Master Agreement

This Master Agreement (this "**Agreement**"), dated as of March 12, 2026 (the "**Effective Date**"), is by and between Kissel Entertainment, LLC, an Ohio limited liability company, with a mailing address of P.O. Box 2340, Clanton, AL 35046 ("**Kissel**") and City Of Pelham ("**Client**" and together with Kissel, the "**Parties**," and each a "**Party**"). Capitalized terms used but not defined in this Agreement shall have the meanings set out in the applicable Statement of Work.

WHEREAS, Kissel is engaged in the business of providing certain entertainment and event services including, but not limited to, owning and operating amusement park rides, renting and selling equipment, selling merchandise and certain food items, as well as providing other related products and services;

WHEREAS, Client is the owner of certain real property located at 1000 Amphitheater Rd. Pelham, AL 35124, commonly known as Pelham Civic Center (the "**Property**");

WHEREAS, the parties desire by this Agreement to provide Kissel the right to use and occupy a portion of the Property, as more particularly described in a Statement of Work (the "**Premises**"); and

WHEREAS, Client desires to retain Kissel to provide its services on the Premises, and Kissel is willing to perform such services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kissel and Client agree as follows:

1. Services. Kissel shall provide the services (the "**Services**") set out in one or more statements of work agreed upon by and between Client and Kissel (each, a "**Statement of Work**" or "**SOW**"). The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed issued and accepted once signed by authorized representatives of Kissel and Client.

2. Kissel Obligations. Kissel shall:

2.1 Designate employees or contractors that it determines, in its sole discretion, to be capable of filling the following positions:

(a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "**Kissel Contract Manager**").

(b) A number of employees, contractors, or agents that it deems sufficient to perform the Services set forth in each Statement of Work (collectively, with the Kissel Contract Manager, "**Kissel Representatives**").

3. Client Obligations. Client shall:

3.1 Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "**Client Contract Manager**"), with such designation to remain in force unless and until a successor Client Contract Manager is appointed.

3.2 Require that the Client Contract Manager respond promptly to any reasonable requests from Kissel for instructions, information, or approvals required by Kissel to provide the Services.

3.3 Cooperate with Kissel in its performance of the Services and provide access to Client's Property, Premises, employees, contractors, and equipment as required to enable Kissel to provide the Services.

3.4 Take all steps necessary to assist with any required city or county licenses/permits or consents, to prevent Client-caused delays in Kissel's provision of the Services.

3.5 Comply with all rules, specifications, policies, procedures and security requirements governing the Services and use thereof.

3.6 Remain fully and unconditionally responsible for the acts and omissions of customers, employees, agents, contractors, and representatives, including all event attendees.

4. Client Premises.

4.1 Location. Client hereby grants to Kissel the right to use and occupy the Premises for the purposes provided for in this Agreement and the applicable Statement of Work. The Premises shall include:

(a) A midway area for rides, games, food, and other attractions on the Property (the "Midway"), and

(b) A location for Kissel's living facilities, vehicles, surplus equipment and other related space (the "Kissel Space.")

4.2 Access. Kissel, its employees, contractors, and agents shall have the right of access to the Premises twenty-four (24) hours per day, seven (7) days per week during the Event Term.

4.3 Requirements for Midway. The Midway shall be a suitable location, as determined by Kissel, for all equipment, including Kissel's office, so the attractions may be conveniently set up, without discomfort for Kissel and the public. Such space will conform to the requirements provided for in the applicable Statement of Work.

4.4 Requirements for Kissel Space. The Kissel Space shall be a suitable location, as determined by both parties, for use by Kissel and the Kissel Representatives. Such space will conform to the requirements provided for in the applicable Statement of Work.

4.5 Relocation. If the Premises provided are not sufficient for Kissel's provision of Services, Kissel may elect to relocate the Premises on the Property. In accomplishing such relocation, Kissel and Client shall reasonably cooperate with one another and consult with one another in good faith as to the timing of the relocation so as to reduce or limit, insofar as reasonably possible, the effects of the necessary disturbance or disruption of Kissel's operations on the Premises. In furtherance of the foregoing, Client shall: (i) duplicate in the substituted Premises the layout, square footage, and equipment contained in the original Premises and, with Kissel's cooperation, cause the same to be operational and functional to at least the same standard as the Premises prior to such relocation.

4.6 Damage to Property. Except for damage caused by negligence, gross negligence or willful misconduct of Kissel, Client shall be responsible for the cost to repair any damage to the Property, including, but not limited to, any damage from the elements, fire, or other casualty to the Property, damage caused by customers, invitees or other third parties on the Property, or from the negligence of Client, its agents, contractors, or employees. The repair obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this Agreement.

4.7 Animals. Kissel may allow Kissel Representatives to have domesticated animals on the Premises subject to any reasonable rules and regulations provided by Client to Kissel at least thirty (30) days prior to the Event.

4.8 Surrender. Upon conclusion of the Event Term, Kissel shall vacate and surrender possession of the Premises, in its "as-is" condition and state of repair, subject to reasonable wear and tear.

5. Kissel Representatives.

5.1 All Services will be provided by Kissel Representatives. Kissel shall furnish, at its expense, all personnel required to erect, operate, dismantle and remove all

amusement rides, shows, concessions and other equipment on the Premises. All shows, riding devices, concessions and operators on the midway shall be under the management and control of Kissel.

5.2 All Kissel Representatives will be in uniform during operation hours during the applicable event, with proper identification for admission to the Premises.

6. Fees and Expenses.

6.1 All payments due and owing shall be paid in accordance with the applicable Statement of Work. Unless otherwise provided in the Statement of Work, said fees will be payable within five (5) days of completion of the applicable Event.

7. Limited Warranty and Limitation of Liability.

7.1 Kissel warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement.

(b) Using personnel of industry standard skill, experience, and qualifications.

(c) In a timely and workmanlike manner in accordance with generally recognized industry standards for similar services.

7.2 Kissel's sole and exclusive liability and Client's sole and exclusive remedy for breach during event dates of this warranty shall be as follows:

(a) Kissel shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Kissel cannot cure such breach within a reasonable time (but no more than 30 days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 10.2(a).

(b) In the event the Agreement is terminated pursuant to Section 7.2(a) above, Kissel shall within 30 days after the effective date of termination, refund to Client any fees paid by the Client as of the date of termination for the Services or Deliverables (as defined in Section 8 below), less a deduction equal to the fees for receipt or use of such Services up to and including the date of termination on a pro-rated basis.

(c) The foregoing remedy shall not be available unless Client provides written notice of such breach within 30 days after delivery of such Services or Deliverables to Client.

7.3 KISSEL MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 7.1 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

8. Intellectual Property.

8.1 All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Client under this Agreement or prepared by or on behalf of Kissel in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") shall be owned by Kissel. Kissel hereby grants Client a limited license to use Intellectual Property Rights in the Deliverables during the SOW Term on a non-exclusive, non-transferable, non-sublicensable basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services.

8.2 Neither Party shall use the other Party's name or logo without such Party's prior written consent. The foregoing notwithstanding, Client agrees that Kissel shall have the right to use Client's name and/or logo in its materials and communications, including in print and digital marketing, sales, financial, and public relations materials and on Kissel's website, and to publicly refer to Client as a client of Kissel. Kissel has the right to publish a press release announcing its relation with Client, and Kissel reserves the right to provide any client or potential client access to a list of Kissel's clients and a general description of Services purchased by such clients.

9. Confidentiality. "**Confidential Information**" of a Party means any information in any form or format disclosed or otherwise made available by or on behalf of a Party (the "**Disclosing Party**") to the other Party or such person acting on the other Party's behalf (the "**Receiving Party**"), that (i) is either marked or identified in writing as confidential, proprietary, secret or with another designation sufficient to give notice it is sensitive in nature, (ii) the Receiving Party knows or has reason to know is confidential, proprietary or trade secret information of the Disclosing Party or (iii) of a type or nature that the Receiving Party should reasonably understand that the Disclosing Party desires to protect the information from disclosure ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 9; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in

Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 9 and Section 10.4 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

10. Term, Termination, and Survival.

10.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work, unless sooner terminated pursuant to Section 10.2 or Section 10.3 (the "Term").

10.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:

(a) Materially breaches this Agreement, and the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach, or such material breach is incapable of cure.

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven days or is not dismissed or vacated within 45 days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10.3 Notwithstanding anything to the contrary in Section 10.2(a), Kissel may terminate this Agreement as of a date specified in a written notice of termination given to Client if Client fails to provide any of the items in the applicable SOW necessary for Kissel to provide its Services to Client.

10.4 The rights and obligations of the Parties set forth in this Section 10.4 and in Sections 8 - Intellectual Property, Section 9 - Confidentiality, Section 11 - Indemnification, Section 12 - Limitation of Liability, Section 16 - Representations and Warranties, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 9 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or the Receiving Party's Group.

11. Indemnification.

11.1 Kissel shall defend, indemnify and hold harmless Client, its affiliates and their respective directors, employees, officers, agents and contractors (the "Client Indemnitees") from and against any and all liabilities, claims, actions, damages, losses and expenses, including without limitation reasonable attorneys' fees and costs, arising out of or resulting from Kissel's or any of its representatives' performance of Services for Client and caused by any willful or negligent error, omission, or act of Kissel or any person employed by it or anyone for whose acts Kissel is legally liable. Notwithstanding the foregoing, nothing in this Section 11.1 shall require Kissel to indemnify a Client Indemnitee to the extent of any fraud, negligence or willful misconduct of a Client Indemnitee.

12. Limitation of Liability.

12.1 IN NO EVENT SHALL KISSEL BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT KISSEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.2 IN NO EVENT SHALL KISSEL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING

NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO KISSEL PURSUANT TO THE APPLICABLE STATEMENT OF WORK.

13. Insurance.

13.1 During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability. Upon Kissel's request, Client shall provide Kissel with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Kissel as an additional insured. Client shall provide Kissel with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

13.2 During the term of this Agreement, Kissel shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, a Five Million Dollar (\$5,000,000) insurance policy on rides and concessions under the management of Kissel. Certificate of insurance to name client as an additional insured.

14. Compliance with Laws and Regulations.

14.1 Client shall comply in all material respects, with all Laws, as defined below, including Laws that may apply to Client's use of the Services. Kissel shall comply, in all material respects, with all Laws that apply to Kissel as a provider of Services. Kissel reserves the right upon reasonable notice to Client to amend or supplement the Services and the terms and conditions of this Agreement if required to comply with such Laws. Client agrees to cooperate with Kissel and do all things reasonably necessary for Kissel to comply with said Laws. "Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

15. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control unless the Statement of Work expressly states that a particular provision of the Statement of Work overrides a particular provision of this Agreement.

16. Representations and Warranties

16.1 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation, limited liability company, or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

17. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, certified or registered mail (in each case, return receipt requested, postage prepaid), or by email upon confirmation of receipt by the receiving party. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 17.

Notice to Client:	City of Pelham, PO Box 1419, Pelham, AL 35124
	Attn: Jonathan Seale (jseale@pelhamalabama.gov, 205.620.6404)
Notice to Kissel:	Kissel Entertainment, LLC P.O. Box 2340 Clanton, AL 35046
	Attention: Madison Kissel MadisonKissel@yahoo.com

18. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19. Amendments. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each Party.

20. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

21. Assignment. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Kissel. Any purported assignment or delegation in violation of this Section 21 shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under this Agreement. Kissel may assign any of its rights or delegate any of its obligations to any affiliate, contractor, agent or to any person acquiring all or substantially all of Kissel's assets without Client's consent.

22. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

23. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Kissel shall be under its own control, Client being interested only in the results thereof. Kissel shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

24. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

25. Governing Law; Venue. This Agreement and all related documents, including exhibits attached hereto and Statements of Work, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Alabama, without regard to conflict of law principles. The Parties hereby irrevocable consent to the exclusive jurisdiction and venue of the Circuit Court of Shelby County, Alabama for all claims and causes of action that arise from or relate to this Agreement.

26. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

27. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 17, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

28. Force Majeure. Except for payment obligations arising under the Agreement, neither Party shall be liable, nor shall any credit allowance or other remedy be provided, for any delay or failure of performance or equipment due to causes beyond its or its Affiliates' (or its or their respective contractors' and suppliers') reasonable control, including but not limited to acts of God, fire, explosion, hurricane, acts or omissions of suppliers, flood or other catastrophe, national emergency, terrorist activities, insurrections, riots, labor disputes, work stoppages or disruptive labor activities, global or natural disasters or like events (each, a "Force Majeure Event"). For the avoidance of doubt, inclement weather shall not be considered a Force Majeure event unless the weather conditions reach a level that causes a government-mandated closure of the Property, significantly exceeding normal weather patterns for the region as documented by the local weather bureau.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

KISSEL ENTERTAINMENT, LLC	City of Pelham
By_____	By_____
Name:	Name:
Title:	Title:

EXHIBIT A

INITIAL STATEMENT OF WORK



Kissel Entertainment, LLC.

Statement of Work

This Statement of Work ("**SOW**"), adopts and incorporates by reference the terms and conditions of the Master Agreement which was entered into on March 12, 2026 (the "**Master Agreement**"), by and between Kissel Entertainment, LLC, an Ohio limited liability company ("**Kissel**") and City Of Pelham ("**Client**," and together with Kissel, the "**Parties**," and each, a "**Party**"), as it may be amended from time to time. This SOW is effective beginning on the date hereof ("**Effective Date**") and will remain in effect until completion of the services and deliverables identified in this SOW ("**Expiration Date**"), unless earlier terminated in accordance with the Master Agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Master Agreement. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Master Agreement.

1. Defined Terms. For purposes of this SOW, the following terms shall have the following meanings:

"**Event**" means Fair located in Pelham, AL on April 9 - 19, 2026

"**Event Term**" means the date Kissel will arrive at the Kissel Space to the date Kissel departs from the Kissel Space.

Expected arrival date: April 5, 2026

Expected departure date: April 21, 2026

2. Scope of Work.

(a) Kissel will provide the following Services for the Event:

(i) Exclusive provider of all rides, games, concessions, food cafes, and other services on the Midway during the Event.

(ii) Kissel Representatives to erect, operate and dismantle rides, shows and concessions.

(iii) Kissel Representatives to sell admission tickets, ride tickets, passes, and armbands.

(iv) Power, furnished at Kissel's expense, adequate for the operation of its rides, shows, and concessions.

(v) The Kissel VIP Experience, with revenue being solely payable to Kissel.

(vi) Will contract with third party security and off duty police officers for the security of the event. Scope of work to include securing the entrance and exit pathways, providing security presence and enforcement on the midway, operating the security checkpoint with the OpenGate system, and any other security concerns that may arise.

(vii) Will contract with third party EMS provider for the event. Scope of work to include EMS being onsite during operating hours and any concerns that may arise.

(viii) Will contract with third party to provide restroom facilities & sanitation stations (for guest and team members), waste management for garbage and removal, fencing for midway perimeter, and any other necessities that may be required to operate the event.

(b) Client shall provide, at its expense, the following for the Event:

(i) Suitable location, as determined by Kissel, for all equipment, including Kissel's office, so the attractions may be conveniently set up, without discomfort for Kissel and the public. Such location shall be cleared of litter, weeds, debris, and other objectionable matter.

(ii) Infrastructure necessary for the provision of rides, attractions, concessions, and Services including, for the avoidance of doubt, electricity for the living quarters.

(iii) Access to the Midway and Kissel Space 4 days prior to the Event to allow Kissel ample time to prepare and set up for the event.

(iv) Kissel Space shall include the following:

(A) Water hook-up during the full SOW Term.

(B) Ample room for living facilities and surplus equipment.

(v) Support Kissel with any local permitting required.

3. Compensation. Kissel shall receive all revenue generated at the Event for the Services provided except for the below payments to be made to Client (the "Client Payment"). The below Client Payment is based on the scope of Services and assumptions included in this SOW. **For the avoidance of doubt, any revenue generated for VIP Experiences shall be solely payable to Kissel.**

Item	Payment Amount
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Gate	0% of all Gate Receipts
Rides	Flat Rate of \$75,000
Parking	0% of all Gate Receipts

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this SOW as of the Effective Date by their respective duly authorized officers.

Kissel Entertainment, LLC	City Of Pelham
By_____	By_____
Name:	Name:
Title:	Title:
Date:	Date:

Pelham Fair 2026

- Parking
- Midway
- Support Equipment
- Fencing
- Gates

