



CITY COUNCIL MEETING AGENDA

**Pelham City Hall – Council Chambers
July 9, 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 July 9, 2026 City Council Agenda
- 2. Approval of the June 18, 2026 Regular Council Meeting Minutes
- 3. **Resolution 2026-07-09-01** for consideration to declare certain items (equipment) as surplus personal property and to authorize the disposal of the same
- 4. **Resolution 2026-07-09-02** for consideration to authorize a purchase agreement with TriGreen Equipment LLC for landscaping and lawn maintenance equipment. This purchase was budgeted for FY2026.
- 5. **Resolution 2026-07-09-03** for consideration to authorize a lighting services agreement with Alabama Power Company for the upgrade of existing streetlights along certain areas of U.S. Highway 31
- 6. **Resolution 2026-07-09-04** for consideration to authorize a cooperative agreement with the Shelby County Commission for participation in the Shelby Urban County Program

7. **Resolution 2026-07-09-05** for consideration to accept the lowest responsive and responsible bid from Southern Directional, Inc. for the Appaloosa Trail Water Main Replacement Project. This project was budgeted for FY2026.
8. **Resolution 2026-07-09-06** for consideration to accept the lowest responsive and responsible bid from ICS, Inc. for the Buck Creek Sewer Lift Station Emergency Generator Additon Project. This project was budgeted for FY2026.
9. **Resolution 2026-07-09-07** for consideration to approve a final summary change order for the 'KOA' Sewer Lift Station and Sewer Lift Station 'P' Upgrades Project. This project was completed under budget.
10. **Resolution 2026-07-09-08** for consideration to accept a proposal from and authorize an agreement with Industrial Coatings Group, Inc. for painting services at the Pelham Wastewater Treatment Plant. This project was budgeted for FY2026.

F. Mayor's Report/Comments

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

H. Report by the City Manager

I. Report by the City Attorney

J. Public Hearing(s)

1. To amend the zone district boundaries of the City of Pelham changing the present zoning (A-1) Agriculture to B-2 (General Commercial) for property located at the corner of Highway 52 and Racquet Club Parkway for applicant QuikTrip
2. To alter, rearrange, and extend the corporate limits of the City of Pelham by annexing certain real property owned by Brian Ellison and Cindy Grier, containing approximately 18 acres, located at 5025 County Road 11, Pelham, AL 35124

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

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

1. **Ordinance No. 399-08** to amend the City of Pelham Code of Ordinances regarding the meeting schedule of the Pelham City Council (**First Reading was on June 18, 2026**)
2. **Ordinance No. 135-269** an amendment to the zone district boundaries of the City of Pelham changing the present zoning A-1, B-1, R-1, and R-3 to PUD-R for property located off State Park Road for applicant Harris Doyle Homes (**First Reading was on June 18, 2026**)

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

1. **Resolution 2026-07-09-09** for consideration to authorize a trade-in and lease-purchase agreement with Three M Karts & Mowers for landscaping and lawn maintenance equipment for Pelham Parks & Recreation

2. **Resolution 2026-07-09-10** for consideration to authorize a budget adjustment for the Utility Relocation Phase of the Highway 261 Widening Project
3. **Resolution 2026-07-09-11** for consideration to approve or deny an ABC License Application 020 – Restaurant Retail Liquor – for applicant The Pita Hut, Inc., operating under the trade name Joseph's Table, located at 9340 Helena Road, Suite 1, Birmingham, Alabama 35244
4. **Resolution 2026-07-09-12** for consideration to approve or deny an ABC License Application 700 – Specialty Retailer of Consumable Hemp Products for applicant Encore Franchises, LLC, operating under the trade name Gallops Liquors, located at 3569 Pelham Parkway, Suite 10, Pelham, Alabama 35124
5. **Ordinance No. 137-270** to amend the zone district boundaries of the City of Pelham changing the present zoning Agriculture to B-2 (General Commercial) for property located at the corner of Highway 52 and Racquet Club Parkway (**First Reading**)
6. **Ordinance No. 530** to alter, rearrange, and extend the corporate limits of the City of Pelham by annexing certain real property owned by Brian Ellison and Cindy Grier, containing approximately 18 acres, located at 5025 County Road 11, Pelham, AL 35124 (**First Reading**)

N. Public Comments

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

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.

O. City Council Comments

P. Public Announcements

1. The Pelham City Council will hold a Special-Called Work Session on Monday, July 13, 2026 at 5:30 p.m. in the Council Conference Room in Pelham City Hall to discuss during Executive Session the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property, authorized under Section 36-25A-7(a)(6), Code of Alabama (1975), as amended.
2. The City of Pelham will hold a public hearing during the regular City Council meeting on July 23, 2026 at 5:30 p.m. in the Council Chambers of Pelham City Hall to consider a rezoning application for property located along King Valley Drive, changing the present zoning R-1 (Single Family Detached) to R-4 (Townhouse). All interested parties are encouraged to attend and provide input. Individuals with disabilities needing special services to participate are requested to coordinate their needs in advance. If special accommodation is required, please contact the City at 205.620.6404.

3. Applications and resumes are now being accepted through August 7, 2026 for the Pelham Parks & Recreation Advisory Board: Places 5, 6, 7, and 8 (Student Representative). Please visit pelhamalabama.gov for more information or contact City Clerk/Treasurer Jonathan Seale by calling 205.620.6404.

Q. 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
June 18, 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: June 18, 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
Mayor Rick Wash

Not Present: Councilmember Michael Harris

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Council President Leverett called the meeting to order at 5:30 p.m. Councilmember Townes 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 Attorney Josh Arnold was 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 June 18, 2026 City Council Agenda
2. Approval of the June 4, 2026 Regular Council Meeting Minutes
3. **Resolution 2026-06-18-01** for consideration to declare certain items (vehicles, equipment, supplies) as surplus personal property and to authorize the disposal of the same
4. **Resolution 2026-06-18-02** for consideration to accept proposals from AllSteel Fence, CRV Surveillance, and 1-Call Contractors for repairs and upgrades related to the Pelham Water Department entrance gate. This project was budgeted for FY2026.
5. **Resolution 2026-06-18-03** for consideration to accept the lowest responsive and responsible bid from Massey Asphalt Paving, LLC for the City Park South Parking Lot Resurfacing Project. This project was budgeted for FY2026.
6. **Resolution 2026-06-18-04** for consideration to authorize the purchase of two security camera trailers for the Pelham Police Department. FY2026 budget funds are available for this purchase.

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 Townes 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>Not Present</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.

MAYOR'S REPORT/COMMENTS

Mayor Wash reminded everyone of the America 250 Fire Hydrant Initiative noting the first 25 neighborhoods or HOAs who apply and get their designs approved will be eligible to participate. He said the winning neighborhood will receive a Mayor-hosted neighborhood cookout.

He said the City had a meaningful flag retirement ceremony on Sunday at the City Cemetery to commemorate America 250 and Flag Day. He said they retired over 400 flags and was told that was the single most flags retired on one day in Alabama history.

PROCLAMATION(S) AND RESOLUTION(S) BY THE MAYOR AND OTHERS - None

REPORT BY THE CITY MANAGER

Assistant City Manager Justin Smith introduced the following new employees:

1. Introduction of New City of Pelham Employees

- Lara Wheeler, Administration
- Owen Leonard, Ballantrae Golf Club
- Timothy Senft, Court
- Shellie McKown, Court
- Stephen Brock, Police Department
- Rebeca Herrera, Police Department
- Yasmin Ramirez, Police Department, Dispatch
- William Atchley, Police Department
- Maddison Burgess, Police Department
- Jeremy Tindle, Police Department
- Daniel Yeates, Police Department
- William Beam, Public Works
- Jordan Loving, Public Works
- James Weaver, Public Works
- Zachery Haney, Water Department

REPORT BY THE CITY ATTORNEY - None

PUBLIC HEARING(S) - 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 2026-06-18-05** for consideration to approve or deny an ABC License Application 020 – Restaurant Retail Liquor – for applicant Margarita Grill 280 LLC, operating under the trade name Creekside BBQ located at 1020 Oak Mountain State Park Road, Pelham, Alabama 35124 was introduced by Council President Leverett.

Councilmember Power made a motion to approve and adopt Resolution 2026-06-18-05. Councilmember Townes seconded the motion.

There being no further discussion, the motion to adopt Resolution 2026-06-18-05 passed by a unanimous voice vote of those members present and the President of the Council declared the same passed and adopted.

2. **Resolution 2026-06-18-06** for consideration to approve or deny an ABC License Application 050 – Retail Beer (Off Premises Only), 070 – Retail Table Wine (Off Premises Only), and 990 Tobacco and Alternative Nicotine Products for applicant SunnyStar LLC, operating under the trade name Cahaba Chevron located at 560 Cahaba Valley Road, Pelham, Alabama 35124 was introduced by Council President Leverett.

Councilmember Townes made a motion to approve and adopt Resolution 2026-06-18-06. Councilmember Snowden seconded the motion.

There being no further discussion, the motion to adopt Resolution 2026-06-18-06 passed by a unanimous voice vote of those members present and the President of the Council declared the same passed and adopted.

3. **Resolution 2026-06-18-07** for consideration to accept the lowest responsive and responsible bids and authorize agreements for services related to the Pelham Sports Park Renovations Project – Phase II. Partial funding for this project was included in the FY2026 budget, but will require a budget amendment. This item was introduced by Council President Leverett.

Councilmember Townes made a motion to adopt Resolution 2026-06-18-07. Councilmember Power seconded the motion.

There being no further discussion, the motion to adopt Resolution 2026-06-18-07 passed by a unanimous voice vote of those members present and the President of the Council declared the same passed and adopted.

4. **Resolution 2026-06-18-08** for consideration to authorize a one-time longevity payment to eligible City of Pelham retirees, per Act 2026-608 was introduced by Council President Leverett.

Councilmember Power made a motion to adopt Resolution 2026-06-18-08. Councilmember Townes seconded the motion.

There being no further discussion, the motion to adopt Resolution 2026-06-18-08 passed by a unanimous voice vote of those members present and the President of the Council declared the same passed and adopted.

5. **Ordinance No. 399-08** to amend the City of Pelham Code of Ordinances regarding the meeting schedule of the Pelham City Council (**First Reading**)

Ordinance No. 399-08 was introduced and read in its entirety by Council President Leverett as a First Reading. He stated Ordinance 399-08 would likely be considered at a future city council meeting.

He stated a complete text of Ordinance No. 399-08 is available at Pelham City Hall and online at pelhamalabama.gov.

6. **Ordinance No. 135-269** an amendment to the zone district boundaries of the City of Pelham changing the present zoning A-1, B-1, R-1, and R-3 to PUD-R for property located off State Park Road for applicant Harris Doyle Homes (**First Reading**)

Ordinance No. 135-269 was introduced and read in its entirety by Council President Leverett as a First Reading. He stated Ordinance 135-269 would likely be considered at a future city council meeting.

He stated a complete text of Ordinance No. 135-269 is available at Pelham City Hall and online at pelhamalabama.gov.

Council President Leverett offered his comments on the rezoning application since he will be absent on July 9, 2026 when a vote is likely to occur.

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.

- Marty Gilbert, 111 Emerald Lakes Drive, Pelham, AL 35124 – Regarding the Oakmont rezoning application.
- Gary Williams, 101 Legacy Parc Drive, Pelham, AL 35124 – Regarding the Oakmont rezoning application.

CITY COUNCIL COMMENTS

Councilmember Power stated how meaningful the flag retirement ceremony was to her at the City Cemetery on Flag Day. She said seeing over 400 flags being retired was incredible. She welcomed the new City employees and thanked them for choosing Pelham as the next step in their career. She spoke briefly on the rezoning application for the Oakmont development.

Councilmember Townes spoke to the rezoning application for the Oakmont development. She wished everyone a happy Juneteenth and Independence Day. She commented on how wonderful it is to live in this country and concluded by reading Joshua 24:13.

Council President Leverett spoke to recent cultural events happening around the country this past week. He closed by reading John 3:16.

Councilmember Snowden wished everyone a happy Juneteenth and Independence Day. He encouraged everyone to be safe. He spoke to the rezoning application for the Oakmont development and the recent demographic study results released by the Pelham Board of Education.

Councilmember Harris was not present.

PUBLIC ANNOUNCEMENTS

1. The City of Pelham will hold two public hearings during the regular City Council meeting on July 9, 2026 at 5:30 p.m. in the Council Chambers of Pelham City Hall to consider a rezoning application for property located at the corner of Hwy 52 and Racquet Club Parkway, changing the present zoning Agriculture to B-2 (General Commercial); and to consider the annexation of property located at 5025 CR-11. All interested parties are encouraged to attend and provide input. Individuals with disabilities needing special services to participate are requested to coordinate their needs in advance. If special accommodation is required, please contact the City at 205.620.6404.
2. Pelham City Offices will be closed on Friday, June 19, 2026 and Friday, July 3, 2026 in observance of Juneteenth and Independence Day, respectively.
3. The City of Pelham will host its annual *Fire on the Water* celebration in partnership with Oak Mountain State Park on Friday, July 3, 2026. The event begins at 5:00 p.m. with activities, music, food trucks, and more. The fireworks show begins at 9:00 p.m. Gates will close promptly at 7:00 p.m. to allow ample time for everyone to make their way to the beach before the show. Please plan accordingly.

ADJOURNMENT

With no other business before the city council, Councilmember Townes moved to adjourn the council meeting and Councilmember Power seconded the motion. By voice vote the motion passed unanimously by those members present and the meeting was adjourned at 6:28 p.m.

Respectfully submitted this 18th day of June 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

Chad Leverett, President of the Council

[SEAL]

RESOLUTION 2026-07-09-01

Declaring Surplus Personal Property

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

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

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

SECTION 1. That the personal property attached hereto is owned by the City of Pelham, Alabama and is no longer needed for public or municipal purposes.

SECTION 2. The mayor, city manager, and city clerk/treasurer shall be, and they are hereby, authorized and directed to dispose of the personal property owned by the City of Pelham, Alabama, by receiving bids, auctioning, direct selling, or donating such property. Except for the items to be sold or donated as noted in Section 1 above, all such property shall be sold to the highest bidder, provided, however, that the mayor, city manager, and city clerk/treasurer shall have the authority to reject all bids when, in their opinion, they deem the bids to be less than adequate consideration for the personal property. If an item does not receive a bid due to lack of value or condition, the mayor, city manager, and city clerk/treasurer are authorized to dispose of the property.

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

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-07-09-01 be given vote, and said Resolution passed by a unanimous vote of the Council present, and the President Pro Tempore of the Council declared the same passed and adopted.

ADOPTED this 9th day of July 2026.

Markus Hal Snowden
President Pro Tempore 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 9th day of July 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 9th day of July 2026.

Jonathan Seale, CMC City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

To: Gretchen DiFante
City Manager

From: Grant Sasser
Deputy Director Of Public Works

Date: June 29th, 2026

Subject: Surplus Equipment for trade in

Parks and Recreation would like to surplus the following equipment to be traded in towards new equipment:

□

YEAR	SERIAL#	MODEL	MAKE
2020	409157729	31900	Toro Groundsmaster
2020	409157746	31900	Toro Groundsmaster
2016	312001335	0.7367	Toro Workman
2021	409168962	LZX921GKA72600	Exmark Z Mower 72
2021	409023142	LZX921GKA72600	Exmark Z Mower 72
2021	409023141	LZX801GKA60600	Exmark Z Mower 60
2021	315658512	LZX801GKA60600	Exmark Z Mower 60
2015	315652513	TTX691GKA52400	Exmark Walk 52



Pelham

A path apart.

MEMORANDUM

TO: Johnathan Seale, City Clerk
FROM: Andre' Bittas, DSPW Director
DATE: June 22, 2026
RE: Surplus vehicles

Due to the age and condition of this equipment, we're recommending the following equipment declared a surplus and be removed from the City's capital equipment asset inventory.

Public Works:

- John Deere 310 SL Serial- 1T0310SLEJF334005
- John Deere 310 G Serial- T0310GX903801



Pelham

MEMORANDUM

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

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

Date: Tuesday, June 30, 2026

Subject: Turf equipment surplus

Ballantrae Golf Club requests approval to declare certain turf equipment as surplus for the purpose of sale. Proceeds from the sale of this equipment will be used to purchase new equipment that will improve the management of soil compaction on the golf course.

2018 Toro Reel Master 3575-D Fairway Mower.

2018 Toro Reel Master 3575-D Fairway Mower.

2012 Toro 1250 175 Gallon Sprayer.

Thank you very much for your consideration.

Sincerely,

Hal Brown - PGA

RESOLUTION 2026-07-09-02

Authorizing a Purchase Agreement with TriGreen Equipment, LLC for Landscaping and Lawn Maintenance Equipment for the City of Pelham

WHEREAS, the City of Pelham's Department of Development Services & Public Works has requested approval to purchase equipment for use by the Street Department; and

WHEREAS, TriGreen Equipment, LLC has submitted a proposal for the purchase of certain John Deere equipment and related attachments, as more fully described in the proposal attached hereto; and

WHEREAS, the proposed equipment will be purchased through Sourcewell Contract No. Ag 082923-DAC (PG BA CG 76); and

WHEREAS, the total selling price of the equipment is \$177,392.87, and the proposal includes trade-in allowances totaling \$40,600.00 for surplus City equipment, resulting in a total amount due, \$136,792.87; and

WHEREAS, the surplus equipment to be traded in consists of a John Deere 310SL, Serial No. 1T0310SLEJF334005, and a John Deere 310G, Serial No. T0310GX903801, as identified in the attached proposal; and

WHEREAS, the purchase is included in the FY2026 budget and will support the continued operations and maintenance responsibilities of the Street Department.

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

Section 1. The City Council hereby approves the proposal from TriGreen Equipment, LLC, attached hereto, for the purchase of equipment for the Street Department through Sourcewell Contract No. Ag 082923-DAC (PG BA CG 76).

Section 2. The City Council hereby declares the John Deere 310SL, Serial No. 1T0310SLEJF334005, and the John Deere 310G, Serial No. T0310GX903801, to be surplus municipal property and authorizes the trade-in of said equipment as part of the approved purchase.

Section 3. The total amount authorized for the purchase, after application of the trade-in allowances, shall not exceed \$136,792.87.

Section 4. The Mayor, the Director of the Department of Development Services & Public Works, and/or their designee, on behalf of the City, are hereby authorized to execute any documents and take any actions necessary to complete the purchase and trade-in transaction as specified herein.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-07-09-02 be given vote, and said Resolution passed by a unanimous vote of the Council present, and the President Pro Tempore of the Council declared the same passed and adopted.

ADOPTED this 9th day of July 2026.

Markus Hal Snowden
President Pro Tempore 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 9th day of July 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 9th day of July 2026.

Jonathan Seale, CMC City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager
FROM: Andre' Bittas, DSPW Director
DATE: June 22, 2026
RE: Equipment for the Street Department

Attached is the proposal from TriGreen Equipment LLC., to purchase the following equipment:

- 1- 5095M Utility Tractor
- 2- 5M-7947490 Tiger Bengal 18' boom mower
- 3- 1570 Terrain cut tier 4
- 4- John Deere 72in 7-iron pro mower deck

The equipment will be purchased through sourcewell contract# Ag 082923-DAC (PG BA CG 76)

The following surplus equipment will be traded in as part of this proposal:

- John Deere 310 SL Serial- 1T0310SLEJF334005 - \$35,600.00
- John Deere 310 G Serial- T0310GX903801 – \$5,000.00

This purchase is budgeted in the FY26 budget.



Pelham

A path apart.

MEMORANDUM

TO: Johnathan Seale, City Clerk
FROM: Andre' Bittas, DSPW Director
DATE: June 22, 2026
RE: Surplus vehicles

Due to the age and condition of this equipment, we're recommending the following equipment declared a surplus and be removed from the City's capital equipment asset inventory.

Public Works:

- John Deere 310 SL Serial- 1T0310SLEJF334005
- John Deere 310 G Serial- T0310GX903801



Prepared For

CITY OF PELHAM
3162 PELHAM PKWY
PELHAM, AL 351242029
(205) 620-6400
ABITTAS@PELHAMALABAMA.GOV

Prepared By

Brian Lindsey
TriGreen Equipment LLC
3311 Pelham Parkway
Pelham, AL 35124
2562330339
brianlindsey@trigreen.com

Quote Id 2173577

Creation Date 01-Jun-2026

Expiration Date 12-Jul-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
5095M Utility Tractor Contract: Sourcewell Ag 082923-DAC (PG BA CG 76)	\$95,729.18	\$74,668.76	1	\$74,668.76
New TIGER BENGAL 18' BOOM MOWER FOR 5M-7947490 Contract: Sourcewell Ag 082923-DAC (PG BA CG 76)	\$97,845.00	\$70,247.82	1	\$70,247.82
1570 TERRAIN CUT TIER 4 LESS DECK DUE 21OCT25-1TC1570VPRR110095 Contract: Sourcewell Ag 082923-DAC (PG BA CG 76)	\$34,867.00	\$27,425.09	1	\$27,425.09
New 2025 JOHN DEERE 72 In. 7-Iron PRO Comm Side Discharge Mower Deck DUE 23JAN26 034NTC-1TC1572XJSS110873 Contract: Sourcewell Ag 082923-DAC (PG BA CG 76)	\$6,560.00	\$5,051.20	1	\$5,051.20
Equipment Total				\$177,392.87
Trade In Summary				Extended
2018 John Deere 310SL - 1T0310SLEJF334005				\$35,600.00
Payoff				\$0.00
Final Trade Allowance				\$35,600.00
John Deere 310G - T0310GX903801				\$5,000.00
Payoff				\$0.00
Final Trade Allowance				\$5,000.00
Total For Trades				\$40,600.00
Total Payoff				\$0.00
Trade In Total				\$40,600.00

Quote Summary

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Total Selling Price	\$177,392.87
Total Trade-In Allowance	(\$40,600.00)
Trade Difference	\$136,792.87
Total Taxable Equipment Fees	\$0.00
Sub-total	\$136,792.87
*Total Non-Taxable Equipment Fees	\$0.00
Rental Applied	\$0.00
Total Trade-In Pay-Off	\$0.00
Total Amount Due	\$136,792.87
Down Payment	\$0.00
Balance Due	\$136,792.87

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote # 2173577
 Customer CITY OF PELHAM

5095M Utility Tractor

QTY In Group : 1

Equipment Notes	---	Suggested List
Hours	---	\$95,729.18
Serial Number	---	Selling Price
Stock Number	---	\$74,668.76
Contract	Sourcewell Ag 082923-DAC (PG BA CG 76)	Discount Amount
PUK Parent Serial #	---	(\$21,060.42)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
19AGPY	5095M Utility Tractor	1	\$82,365.00	22.0%	(\$18,120.30)	\$64,244.70

Base / Options

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
0202	United States	1	\$0.00	22.0%	\$0.00	\$0.00
0409	English Operators Manual	1	\$0.00	22.0%	\$0.00	\$0.00
0500	Less Package	1	\$0.00	22.0%	\$0.00	\$0.00
182A	Less AutoTrac™ /Less ISOBUS	1	\$0.00	22.0%	\$0.00	\$0.00
1950	Less Application	1	\$0.00	22.0%	\$0.00	\$0.00
183N	JDLINK™ Modem	1	\$0.00	22.0%	\$0.00	\$0.00
2055	Standard Cab	1	\$16,038.00	22.0%	(\$3,528.36)	\$12,509.64
2511	Mirror Telescopic LH & RH	1	\$407.00	22.0%	(\$89.54)	\$317.46
2120	Air Suspension seat	1	\$1,133.00	22.0%	(\$249.26)	\$883.74
2400	Less Instructional Seat	1	\$0.00	22.0%	\$0.00	\$0.00
1380	PowrReverser™ 16F/16R 40 km/h	1	\$0.00	22.0%	\$0.00	\$0.00
3820	Two Speed PTO - 540/540E	1	\$0.00	22.0%	\$0.00	\$0.00
4310	Basic Drawbar	1	\$0.00	22.0%	\$0.00	\$0.00

4010	Mechanical Rear Hitch Control	1	\$0.00	22.0%	\$0.00	\$0.00
4110	Telescoping Draft Links with Ball End - Category 2	1	\$0.00	22.0%	\$0.00	\$0.00
4210	Mechanical Center Link with Ball Ends - Category 2	1	\$0.00	22.0%	\$0.00	\$0.00
4420	LH & RH Stabilizer Bar	1	\$0.00	22.0%	\$0.00	\$0.00
4160	LH Only Adjustment Lift Link	1	\$0.00	22.0%	\$0.00	\$0.00
4000	Less Front Attachment	1	\$0.00	22.0%	\$0.00	\$0.00
3325	2 Mechanical Stackable Rear SCV	1	\$0.00	22.0%	\$0.00	\$0.00
3400	Less Mid SCVs	1	(\$1,253.00)	22.0%	\$275.66	(\$977.34)
6040	MFWD Front Axle	1	\$0.00	22.0%	\$0.00	\$0.00
5010	Flange Axle	1	\$0.00	22.0%	\$0.00	\$0.00
5090	Steel Rear Wheels	1	\$0.00	22.0%	\$0.00	\$0.00
5121	16.9-30 6PR R1 Bias	1	(\$2,947.00)	22.0%	\$648.34	(\$2,298.66)
6111	11.2-24 10PR R1 Bias	1	(\$1,618.00)	22.0%	\$355.96	(\$1,262.04)
5999	No Tire Brand Preference	1	\$0.00	22.0%	\$0.00	\$0.00
1799	Less Loader Prep Package	1	\$0.00	22.0%	\$0.00	\$0.00
3025	Corner Post Deluxe Exhaust	1	\$805.00	22.0%	(\$177.10)	\$627.90
8727	LED Beacon Light	1	\$363.00	22.0%	(\$79.86)	\$283.14
Total Base / Options			\$95,293.00		(\$20,964.46)	\$74,328.54

Technology Options

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
1900	Less Display	1	\$0.00	22.0%	\$0.00	\$0.00
1880	Less Receiver	1	\$0.00	22.0%	\$0.00	\$0.00
Total Technology Options			\$0.00		\$0.00	\$0.00

Dealer Attachments

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
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JOHN DEERE

SWJHD22	Stereo with AM/FM, Bluetooth Streaming, Weatherband - Short Din Chassis Serial Number: - - - Stock Number: - - -	1	\$279.39	22.0%	(\$61.47)	\$217.92
SJ10170	Antenna Serial Number: - - - Stock Number: - - -	1	\$45.36	22.0%	(\$9.98)	\$35.38
AT189390	BRACKET,FIRE EXTINGUISHER FIRE EXTI Serial Number: - - - Stock Number: - - -	1	\$51.52	22.0%	(\$11.33)	\$40.19
TY26852	UL ABC 5LB FIRE EXTINGUISHER Serial Number: - - - Stock Number: - - -	1	\$59.91	22.0%	(\$13.18)	\$46.73
Total Dealer Attachments			\$436.18		(\$95.96)	\$340.22
Selling Price Subtotal						\$74,668.76
Total Selling Price			\$95,729.18		(\$21,060.42)	\$74,668.76



New TIGER BENGAL 18' BOOM MOWER FOR 5M

QTY In Group : 1

Equipment Notes	---	Suggested List
Hours	0	\$97,845.00
Serial Number	7947490	Selling Price
Stock Number	378095	\$70,247.82
Contract	Sourcewell Ag 082923-DAC (PG BA CG 76)	Discount Amount
PUK Parent Serial #	---	(\$27,597.18)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
	BENGAL 18' BOOM MOWER FOR 5M	1	\$97,845.00	17.0%	(\$16,633.65)	\$81,211.35
Total Base / Options			\$97,845.00		(\$16,633.65)	\$81,211.35

Customer Discounts

Description	Discount Amount
Customer Discount	(\$10,963.53)
Total Discounts	(\$10,963.53)
Selling Price Subtotal	\$70,247.82
Total Selling Price	\$97,845.00
	(\$27,597.18)
	\$70,247.82

**1570 TERRAIN CUT TIER 4 LESS DECK DUE 21OCT25**

QTY In Group : 1

Equipment Notes	---	Suggested List
Hours	0	\$34,867.00
Serial Number	1TC1570VPRR110095	Selling Price
Stock Number	373591	\$27,425.09
Contract	Sourcewell Ag 082923-DAC (PG BA CG 76)	Discount Amount
PUK Parent Serial #	---	(\$7,441.91)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
2439TC	1570 TERRAIN CUT TIER 4 LESS DECK DUE 21OCT25	1	\$34,526.00	23.0%	(\$7,940.98)	\$26,585.02

Base / Options

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
001A	United States and Canada	1	\$0.00	23.0%	\$0.00	\$0.00
1019	23x10.50-12 4PR Turf Drive Tires	1	\$0.00	23.0%	\$0.00	\$0.00
1190	Two Wheel Drive	1	\$0.00	23.0%	\$0.00	\$0.00
183N	JDLink™ M Modem	1	\$0.00	23.0%	\$0.00	\$0.00
2012	Air Ride Suspension Seat with Armrests	1	\$341.00	23.0%	(\$78.43)	\$262.57
Total Base / Options			\$34,867.00		(\$8,019.41)	\$26,847.59

Customer Discounts

Description	Discount Amount
Customer Discount	\$577.50
Total Discounts	\$577.50
Selling Price Subtotal	\$27,425.09
Total Selling Price	\$27,425.09

\$34,867.00	(\$7,441.91)
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**New 2025 JOHN DEERE 72 In. 7-Iron PRO Comm Side Discharge Mower
Deck DUE 23JAN26 034NTC**

QTY In Group : 1
Suggested List
\$6,560.00
Selling Price
\$5,051.20
Discount Amount
(\$1,508.80)

Equipment Notes ---
Hours 0
Serial Number 1TC1572XJSS110873
Stock Number 373616
Contract Sourcewell Ag 082923-DAC (PG BA CG 76)
PUK Parent Serial # ---

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
034NTC	72 In. 7-Iron PRO Comm Side Discharge Mower Deck DUE 23JAN26	1	\$6,560.00	23.0%	(\$1,508.80)	\$5,051.20

Base / Options

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
001A	United States and Canada	1	\$0.00	23.0%	\$0.00	\$0.00
Total Base / Options			\$6,560.00		(\$1,508.80)	\$5,051.20
Selling Price Subtotal						\$5,051.20
Total Selling Price			\$6,560.00		(\$1,508.80)	\$5,051.20



Trade-Ins

2018 John Deere 310SL

Trade-In Notes	---	
Serial Number	1T0310SLEJF334005	
Stock Number		
Hour Meter	---	
Description		Net Trade Value
2018 John Deere 310SL		\$35,600.00
Pay Off		\$0.00
Total		\$35,600.00

Factory Build Codes

Code	Description	Code	Description
0A70T	310SL BACKHOE LOADER	3065	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential
9060	Front View Mirror	6020	Extendible Dipperstick
5656	24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	9045	Chrome Exhaust Extension
9140	Heavy-Duty Backhoe Bucket Cylinder	170C	JDLink Ultimate 5 Year Subscription
4781	Firestone 19.5L - 24 In. 10 PR (R4) Tubeless Rear & 12.5/80 - 18 In. 12 PR Traction Front Sure Grip Lug Tires	9210	Left Side Console Storage with Cup Holders
6230	Auxiliary Hydraulic with One & Two Way Flow (Hammer & Thumb/Swinger)	9110	Ride Control
7025	Two-Function Loader Hydraulics, Single Lever	5285	Pilot Controls, Two Lever, with Pattern Selection
9965	Seat, Cloth Air-Suspension	5400	Less Coupler
9917	Radio, Bosch Basic Package	1065	John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions
7645	1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) Wide Heavy Duty Long Lip Bucket with Bolt on Cutting Edge and Skid Plates	2401	English Decals with English Operator and Safety Manuals
2035	Cab	8685	Dual Maintenance Free Batteries With Disconnect and Jump Post
8485	1250 Lb. (567 kg) Front Counterweight		

John Deere 310G

Trade-In Notes	---
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Serial Number T0310GX903801

Stock Number

Hour Meter ---

Description	Net Trade Value
John Deere 310G	\$5,000.00

Pay Off \$0.00

Total \$5,000.00

Factory Build Codes

Code	Description	Code	Description
1750T	310G BACKHOE LOADER	5480	REVERSIBLE STABILIZER FEET
9225	3 In. Retractable Seat Belt	5310	Less Backhoe Auxiliary Plumbing
3025	2 Wheel Drive with Powershift Transmission	7635	1.0 Cu. Yd. (.76 Cu. M.) Heavy Duty 86 in. (2.18 m) wide Bucket with Bolt-On Cutting Edge and Skid Plates
2675	Mechanical Suspension Deluxe, Fabric, Swivel Seat with Fully Adjustable Lumbar Adjustment and Arm Rests	5225	DEERE 2 Lever Controls
8675	Dual Batteries, 300 Minute Reserve Capacity (1900 CCA)	5110	Four Function Valve
2075	These Options are without SubGroup and pointing to a dummy SubGroupld which is used to Cache these options	7025	Loader w/ 2 Function Hydraulics - 1 Lever
5025	Standard Dipperstick	1075	These Options are without SubGroup and pointing to a dummy SubGroupld which is used to Cache these options
8410	Front Cover	5626	18" (457 mm) Wide - HD - 5.1 Cu. Ft. (0.14 Cu. M.) Capacity
4261	11LX16 FRT & 19.5LX24 TIRES		



Prepared For

CITY OF PELHAM
3162 PELHAM PKWY
PELHAM, AL 351242029
(205) 620-6400
ABITTAS@PELHAMALABAMA.GOV

Prepared By

Brian Lindsey
TriGreen Equipment LLC
3311 Pelham Parkway
Pelham, AL 35124
2562330339
brianlindsey@trigreen.com

Quote Id 2173577

Creation Date 01-Jun-2026

Expiration Date 12-Jul-2026



Quote Id 2173577

15-Jun-2026

CITY OF PELHAM
3162 PELHAM PKWY
PELHAM, AL 351242029
(205) 620-6400
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Brian Lindsey
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RESOLUTION 2026-07-09-03

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 streetlights to 102 existing fixtures along U.S. Highway 31 between Highway 119 to the north City limit boundary line and from CR-52 to CR-68.

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 installation of LED fixtures to be owned and maintained by Alabama Power Company with a combined monthly cost owed from the City of Pelham of \$2,346.00.

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 2026-07-09-03 be given vote, and said Resolution passed by a unanimous vote of the Council present, and the President Pro Tempore of the Council declared the same passed and adopted.

ADOPTED this 9th day of July 2026.

Markus Hal Snowden
President Pro Tempore 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 9th day of July 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 9th day of July 2026.

Jonathan Seale, CMC City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager
FROM: Andre' Bittas, DSPW Director
DATE: June 23, 2026
RE: Alabama Power street lighting services agreement – HWY 31

Attached is the Alabama Power Lighting Services Agreement to upgrade 102 existing street light fixtures to LED along HWY 31 between HWY 119 north to city limits and from CR-52 south to CR-68.

This upgrade will provide better lighting levels throughout the corridor. This will increase the monthly energy cost by \$174/month from \$2172/month to \$2346/month.

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
TO UPGRADE (102) EXISTING APCO FIXTURES TO LED'S ALONG HIGHWAY 31 BETWEEN HIGHWAY 119 NORTH TO CITY LIMITS AND FROM HIGHWAY 52 SOUTH TO HIGHWAY 68. DELIVERED LUMENS TO RANGE FROM 27000-34000.

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

Selected Components				
QTY	Watts	Type	OH/UG	Description
102	188	LED	OH	Gray 4000K

Pricing for Lighting Services			
Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)	Buydown (\$)
\$1,780.92	\$565.08	\$2,346.00	\$0.00

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 self 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, trouble, 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 # 129813 **Contract Date:** 6/22/2026
Project Name: CITY OF PELHAM - HIGHWAY 31 UPGRADES **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? Yes, Account # REMOVE (102) X400 COBRA FIXTURES FROM ACCOUNT 89082-69007
If account will final when lights are removed, add lights to another account? No

Manufacturer	Signify	Style	Roadway	Color	Gray	Quantity	102
---------------------	---------	--------------	---------	--------------	------	-----------------	-----

Notes			
Date	Name	Type	Description

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 _____

RESOLUTION 2026-07-09-04

Authorizing Participation in the Community Development Block Grant Entitlement Program Shelby County Urban County

WHEREAS, Shelby County, Alabama has been notified by the U.S. Department of Housing and Urban Development (HUD) of eligibility as an Urban County in the Community Development Block Grant (CDBG) Program; and

WHEREAS, Shelby County exceeds both thresholds for Urban County qualification whereby its population exceeds 200,000 excluding metropolitan cities, and the population of unincorporated areas plus eligible participating municipalities totals at least 200,000; and

WHEREAS, Cooperation Agreements with participating municipalities are required to consent to cooperate in providing essential CDBG activities to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities in accordance with HUD requirements; and

WHEREAS, Shelby County may be funded during the three-year urban county qualification period encompassing Fiscal Years 2027-2029 to fund CDBG projects after October 1, 2027, and one subsequent three-year qualification period encompassing Fiscal Years 2030-2032 unless the municipality elects to not participate; and

WHEREAS, the City of Pelham desires to participate in the Shelby County Urban County program.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council that the Mayor, on behalf of the City of Pelham, is hereby authorized to sign the Cooperation Agreement with Shelby County to participate in the Shelby County Urban County program for Fiscal Years 2027-2029 and subsequent three-year qualification periods and said Agreement shall become a permanent part of this Resolution.

BE IT FURTHER RESOLVED the Mayor is authorized to sign additional documentation required to complete the Urban County Qualification process as required for HUD's CDBG program.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-07-09-04 be given vote, and said Resolution passed by a unanimous vote of the Council present, and the President Pro Tempore of the Council declared the same passed and adopted.

ADOPTED this 9th day of July 2026.

Markus Hal Snowden
President Pro Tempore 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 9th day of July 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 9th day of July 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: July 1, 2026

SUBJECT: Shelby Urban County Requalification

The Shelby County Commission has notified us that it is time to move forward with requalifying for the Shelby Urban County – CDBG Program. Shelby County, as an Urban County Entitlement grantee, receives U.S. Department of Housing and Urban Development (HUD) funding for community development projects located in participating communities.

While Pelham is typically not eligible to receive HUD funds due to the absence of federally qualifying census tracts, we have participated in this program as our participation increases the funds the county is eligible to receive.

We have submitted to them a signed letter of intent to continue participation. Other requirements are the adoption of a city council resolution and authorization to execute a cooperative agreement that they should be sending to us this week for review. These are due to the County by July 31st.

Community Development Block Grant

Shelby Urban County Program Factsheet



About the Program

In 2024, Shelby County was designated as an entitlement community through the U.S. Department of Housing and Urban Development (HUD) for the agency's Community Development Block Grant (CDBG) Program. Through its designation, Shelby County receives funding directly from HUD to support projects and meet local needs in the 13 participating municipalities within the county.

Program Overview

What is the CDBG program?

The CDBG program is a grant program available through HUD to support local communities with infrastructure improvements, public facilities and services, and affordable housing needs. As an Entitlement Community designee, the county receives funding directly from HUD so projects are selected through a local process and funded based on local priorities.

What are the project eligibility requirements?

To be eligible to apply for CDBG funds, the project must address one of HUD's national objectives, which are 1) Benefit to low- and moderate-income (LMI) persons; 2) Aid in the prevention or elimination of slums or blight; or 3) Meet an urgent need.

What entities are eligible to apply?

To apply, applicants must either be 1) a participating municipality with Shelby Urban County through a three-year cooperative agreement or 2) a local nonprofit located in Shelby County serving Shelby County residents.

How are priorities determined and projects selected?

Shelby Urban County is governed by its Policy Board, which comprises representatives from the county's 13 participating municipalities and the county. This board makes decisions regarding the program's goals and priority needs and recommends projects for funding to the Shelby County Commission.

Who serves on the Policy Board?

The representatives serving on the Policy Board are selected by the mayor of each of the participating municipalities in the county. Each municipality assigns one representative and one Alternate to the Board. A list of current participating municipalities and board members can be found [here](#).

For more information about the CDBG program, visit the [Shelby Urban County website](#) or email Department of Development Services staff at cdbg@shelbyal.com or call [205-620-6650](tel:205-620-6650).

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SHELBY COUNTY URBAN COUNTY
COOPERATION AGREEMENT**

THIS AGREEMENT, entered into this ____ day of _____, 2026, by and between the City of Pelham, Alabama, hereinafter referred to as the “Municipality”, and Shelby County, Alabama, hereinafter referred to as the “County,” and collectively referred to as the “parties.”

WITNESSETH THAT:

WHEREAS, the County is requalifying to the U.S. Department of Housing and Urban Development (HUD) for Urban County entitlement status; and

WHEREAS, the County has met the population threshold requirement whereby its population exceeds 200,000 excluding metropolitan cities, and the population of unincorporated areas plus participating communities totals at least 200,000; and

WHEREAS, in order to undertake within participating communities essential activities pursuant to the Community Development Block Grant program (CDBG), which might be funded during this three-year period, the County shall enter into cooperation agreements with said communities; and

WHEREAS, the cooperation of the Municipality and the County is essential for the successful planning and carrying out of local community development programs; and

WHEREAS, it is the desire of the parties hereto that the County undertake activities necessary to plan and carry out, or assist in carrying out, community development programs in accordance with the County's Consolidated Plan on behalf of and in coordination with the Municipality; and

WHEREAS, the Mayor of the Municipality is authorized to execute this Agreement on the Municipality's behalf; and

WHEREAS, the Chairman of the Shelby County Commission is authorized to execute this Agreement on the County's behalf; and

WHEREAS, consistent with Code of Alabama (1975) § 11-1-10, the parties have the authority to enter into an agreement for the public interest in the promotion of industrial, agricultural, recreational, or any other beneficial development.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

(1) For purposes of guiding the formulation of the Consolidated Plan and developing annual Action Plans, an Urban County Policy Board (Policy Board) has been established. The Policy Board shall be comprised of one representative from each participating community, including the Municipality, and a representative from the County who will act as Chair. The Policy Board shall make recommendations to the County based on established criteria for selection of eligible CDBG activities. The County shall act upon said recommendations, but in no event shall the County waive or delegate its legal responsibilities as grantee. The County will continue to have final responsibility for selection of projects and annually filing the Action Plan.

(2) The Municipality hereby authorizes the County to make application for and receive CDBG funds from HUD on behalf of the Municipality, and further authorizes the County to include the Municipality's population as the basis for calculating and securing CDBG funds directly to the County.

(3) The Municipality and the County agree to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities, as approved and authorized between the Policy Board, including the Consolidated Plan.

(4) The County shall, at no cost to the Municipality, provide the staff resources and other services necessary for planning and administering community development programs on behalf of the Municipality.

(5) In using the CDBG funds that, if any, the County receives, the County may either carry out community development programs for the Municipality or contract with the Municipality to carry out its own programs, or both.

(6) Although the County is authorized to withhold a reasonable and customary portion of CDBG funds for the purpose of planning and administration of community development programs activities undertaken pursuant to this Cooperation Agreement, the County elects not to withhold those funds, and no CDBG funds will be used by the County in the administration of this program.

(7) The parties do hereby mutually commit to conform to all laws and regulations set by the Federal Government respecting the use of any monies granted pursuant to the Housing and Community Development Act of 1974, as amended. Both parties are obligated to take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, and the grant will be conducted and administered in conformity with: Title VI of the Civil Rights Act of 1964, as amended, and the implementing regulations at 24 CFR Part 1; the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing; and Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates: Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8; Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146; Section 3 of the Housing and Urban Development Act of 1968; Uniform Relocation and Real Property Policies Act of 1970 and the implementing regulations at 49 CFR Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 42; and all other applicable laws and regulations. These shall include, but are not limited to, laws and regulations concerning citizen participation, equal opportunity employment, audits, penalties, nondiscrimination, and labor standards. Furthermore, the County shall provide no funding for activities in or in support of any cooperating unit of general local government, including the Municipality, that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

(8) The parties do hereby mutually specify that pursuant to 24 CFR 570.501(b), the Municipality is subject to the same requirements applicable to subrecipients. 24 CFR 570.501 (b) makes the County, as the recipient of CDBG funds, responsible for ensuring that CDBG funds are used in accordance with all program requirements. When a unit of general local government is participating with or as part of an

Urban County, the Urban County is responsible for applying to such unit the same requirements as are applicable to subrecipients. The requirements applicable to subrecipients are specified in 24 CFR 570.503, and include the requirement of a written agreement signed by both the County and Municipality prior to the County disbursing any CDBG funds to the Municipality.

(9) In order to ensure maximum feasible compatibility between community development programs and other Federal and State assisted efforts the Municipality may wish to undertake, the Municipality agrees to submit a copy of its application for assistance to the County as a part of the Municipality's normal project review and notification process.

(10) As herein used, the term "property" means any real or personal property acquired or improved in whole or in part using CDBG funds. The title to any property shall be vested in the County except as provided for in such other agreements as the Municipality and the County may make concerning specific projects or items.

Consistent with 2 CFR 200.311 – 200.314, the County or the Municipality, as the case may be, shall hold title to any property for use in furtherance of the plan or program for which the Federal grant is made. Property of the Municipality shall not be used for any other purpose, transferred, or otherwise disposed of without the express approval of the County.

The Municipality shall notify the County of any anticipated modification or change in the use of property titled in the Municipality from the use planned at the time of acquisition or improvement. The Municipality shall notify the County of any anticipated disposition of property.

In the event property is sold or transferred by the Municipality for a use that does not qualify under CDBG regulations, the Municipality shall reimburse the County in an amount equal to the fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds.

Any income generated upon the disposition or transfer of property described hereinabove, prior to or subsequent to the close out, change of status, or termination of the Cooperation Agreement between the County and the Municipality shall follow the rules generated in Paragraph 11 herein below.

(11) The Municipality will inform the County of any income generated by the expenditure of CDBG funds received by the Municipality.

The program income generated by the CDBG activity must be paid to the County, unless otherwise agreed by the Municipality and the County. Any income authorized to be retained by the Municipality may be used by the Municipality only for eligible activities in accordance with all CDBG requirements as may then apply.

The Municipality shall be required to maintain appropriate record keeping and accounting systems as required by the County for the use of program income generated by CDBG activities and shall report to the County, as required, the use of program income. The County shall be responsible for monitoring and reporting to HUD on the use of such program income.

In the event of close out or change of status of the Municipality, the Municipality shall pay to the County any program income on hand or received subsequent to the close out or change in status.

This agreement will remain in effect until the CDBG program funds and program income received with respect to activities carried out during the three-year qualification period (and any successive periods in

accordance with paragraph 14) are expended and the funded activities completed. The County and Municipality cannot terminate or withdraw from the cooperation agreement while it remains in effect.

(12) The Municipality as the cooperating unit of general local government is hereby adopting and enforcing:

- A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdiction.

(13) This Agreement shall be effective and binding upon the parties thereto for three program years funded from annual CDBG funds from Federal Fiscal Years 2027, 2028, and 2029 appropriations and from any program income generated from the expenditure of such funds and for such additional time as may be required for the expenditure of funds granted to the County for such period. Neither the County nor the Municipality may terminate, withdraw, or be removed from the program during the three-year program period.

(14) This Agreement will renew automatically for participation for one successive three-year Urban County qualification period (Federal Fiscal Years 2030, 2031, and 2032), unless the Municipality or the County provide written notice to the other party that it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD Exchange Urban Counties website. The County will notify the Municipality in writing of the Municipality's right to make this election. A copy of the County's notification must be sent to the HUD field office by the date specified on the HUD Exchange Urban Counties website. If the Municipality wishes to be excluded from the Urban County, it must notify the County and HUD in writing, of its election to be excluded. Prior to the renewal of the next three-year period beginning in Fiscal Year 2030, the County will advise the Municipality in writing of this date.

(15) The Municipality understands that by executing this cooperation agreement that it:

- A. May not apply for grants from appropriations under the State CDBG Programs for fiscal years during the period in which it participates in the Shelby County Urban County; and
- B. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of general local government participating with the urban county from applying to the State for HOME funds if the state allows.); and
- C. May receive a formula allocation under the ESG program only through the urban county. (Note: This does not preclude the urban county or a unit of general local government participating with the urban county from applying to the State for ESG funds if the State allows.)

(16) The Municipality and the County agree that neither party may sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds exclusively for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

(17) The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by either Party to adopt any

such amendment, and to submit such amendment to HUD, will void the agreement for such qualification period.

(18) Certification of Authority: The attached certification by the Shelby County attorney's office is hereby incorporated as part of this Agreement.

(19) As required by Code of Alabama (1975) § 31-13-9, by signing this Agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the Municipality and the County have executed this Agreement as of the date first written above.

Attest:

City of Pelham

By: _____

Rick Wash, Mayor


Attest:

Shelby County, Alabama

By: _____

Jon Parker, Chairman
Shelby County Commission

ATTEST



Tom Seale, MMC, City Clerk/Treasurer

 **COPY**

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 24th day of July 2023 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 24th day of July 2023.



Tom Seale, MMC, City Clerk/Treasurer



**COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM
SHELBY COUNTY URBAN COUNTY
COOPERATION AGREEMENT**

THIS AGREEMENT, entered into this 24th day of July, 2023, by and between the City of Pelham, Alabama, hereinafter referred to as 'City', and Shelby County, Alabama, hereinafter referred to as 'County':

WITNESSETH THAT:

WHEREAS, the County is applying to the U.S. Department of Housing and Urban Development (HUD) for Urban County Entitlement status; and

WHEREAS, the County exceeds both thresholds for Urban County qualification whereby its population exceeds 200,000 excluding metropolitan cities, and the population of unincorporated areas plus participating communities exceeds 100,000; and

WHEREAS, in order to undertake within participating communities essential activities pursuant to the Community Development Block Grant (CDBG) Entitlement Program which might be funded during the three-year urban county qualification period of Fiscal Years 2024-2026, the County shall enter into cooperation agreements with said communities; and

WHEREAS, the cooperation of the City, and the County is essential for the successful planning and carrying out of local community development programs; and

WHEREAS, it is the desire of the parties hereto that the County undertake activities necessary to plan and carry out, or assist in carrying out, community development programs in accordance with the County's Consolidated Plan; on behalf of and in coordination with the City; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- (1) The City hereby authorizes the County to make application for and receive CDBG Entitlement Program funds from HUD on behalf of the City, and further authorizes the County to include the City's population as the basis for calculating and securing such funds directly to the County.
- (2) In using the CDBG Entitlement Program funds that, if any, the County receives, the County may either carry out community development programs for the City or contract with the City to carry out its own programs, or both.
- (3) The County shall, at no cost to the City, provide the staff resources and other services necessary for planning and administering community development programs on behalf of the City.
- (4) Although the County is authorized to withhold a reasonable and customary portion of CDBG Entitlement Program funds for the purpose of planning and administering program activities undertaken pursuant to this Cooperation Agreement, the County elects not to withhold such funds nor use such funds in the administration of this program.
- (5) The City understands that by executing this cooperation agreement that it:
 - A. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the Urban County's CDBG Entitlement Program; and

- B. May receive a formula allocation under the HOME Investment Partnership Program only through the Urban County. Thus, even if the Urban County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other local governments; and
- C. May receive a formula allocation under the Emergency Solutions Grant (ESG) Program only through the Urban County.

(6) This Agreement is effective for the three-year urban county qualification period of Fiscal Years 2024 - 2026, for which the urban county is to qualify to receive CDBG Entitlement Program funding.

(7) This Agreement shall be automatically renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice it elects not to participate in a new qualification period. By the date specified in HUD's urban county qualification notice for the next applicable qualification period, the County will notify the City by letter of its right not to participate.

(8) Amendments to this Agreement incorporating statutory or regulatory changes necessary to meet the requirements for cooperation agreements set forth in an urban county qualification notice applicable for any subsequent three-year qualification periods shall be adopted by each party and submitted to HUD; and such failure to comply will void the automatic renewal for such qualification period.

(9) This Agreement shall remain in effect until the CDBG Entitlement Program funds and program income received with respect to activities carried out during the three-year qualification period, and any successive qualification periods are expended and the funded activities completed. The County and the City cannot terminate or withdraw from the cooperation agreement while it remains in effect.

(10) The City and the County agree to cooperate to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities.

(11) The City and the County are obligated to take all actions necessary to assure compliance with the Urban County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; to conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964, as amended; to comply with the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100; and to affirmatively further fair housing.

(12) The City and the County are obligated to comply with Section 109 of Title I of the Housing and Community Development Act of 1974; the implementing regulations at 24 CFR part 6 which incorporates Section 504 of the Rehabilitation Act of 1973; the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act; the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975; the implementing regulations at 24 CFR part 146 and Section 3 of the Housing and Urban Development Act of 1968; and other applicable laws. These shall include but are not limited to laws and regulations concerning citizen participation, equal opportunity employment, audits, penalties, nondiscrimination, and labor standards.

(13) The County shall provide no CDBG Entitlement Program funding for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

(14) The City and the County are obligated to sign the HUD 424-B Assurances and Certifications form as part of the application process for CDBG Entitlement Program funding.

(15) The City has adopted and is enforcing:

- A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

(16) For purposes of guiding the formulation of the Consolidated Plan and developing annual Action Plans, an Urban County Policy Board shall be established. The Policy Board shall be comprised of one representative from each participating community and a representative from the County who will act as Chair. The Policy Board shall make recommendations to the County based on established criteria for selection of eligible CDBG Entitlement Program activities. The County shall act upon said recommendations, but in no event shall the County waive or delegate its legal responsibilities as grantee. The County will continue to have final responsibility for selecting CDBG Entitlement Program projects, submitting the Consolidated Plan to HUD, and annually filing the Action Plan.

(17) The parties do hereby mutually specify that pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients. 24 CFR 570.501 (b) makes the County, as the recipient of CDBG Entitlement Program funds, responsible for ensuring that such program funds are used in accordance with all program requirements. When a unit of general local government is participating with or as part of an urban county, the Urban County is responsible for applying to such unit the same requirements as are applicable to subrecipients. The requirements applicable to subrecipients are specified in 24 CFR 570. 503, and include the requirement of a written agreement signed by both the County and City prior to the County disbursing any CDBG Entitlement Program funds to the City.

(18) In order to ensure maximum feasible compatibility between community development programs and other Federal and State assisted efforts the City may wish to undertake, the City agrees to submit a copy of its application for assistance to the County as a part of the City's normal project review and notification process.

(19) As herein used, the term "property" means any real or personal property acquired or improved in whole or in part using CDBG Entitlement Program funds. The title to any property shall be vested in the County except as provided for in such other agreements as the City and the County may make concerning specific projects or items. The County or the City, as the case may be, shall hold title to any property for use in furtherance of the plan or program for which the Federal grant is made. The City shall notify the County of any modification or change in the use of property titled in the City from the use planned at the time of acquisition or improvement. The City shall notify the County of the disposition of property. In the event property is sold or transferred by the City for a use that does not qualify under CDBG Entitlement Program regulations, the City shall reimburse the County in an amount equal to the fair market value of the property less any portion thereof attributable to expenditures of non-CDBG Entitlement Program funds. Any income generated upon the disposition or transfer of property described hereinabove, prior to or subsequent to the close out, change of status, or termination of the Cooperation Agreement between the County and the City shall follow the rules found below in Paragraph 20.

(20) The City will inform the County of any income generated by the expenditure of CDBG Entitlement Program funds received by the City. The program income generated by CDBG Entitlement Program activity must be paid to the County unless otherwise agreed by the City and the County. Any income authorized to be retained by the City may be used by the City only for eligible activities in accordance with all CDBG Entitlement Program requirements as may apply. The City shall be required to maintain appropriate record keeping and accounting systems as required by the County for the use of program income generated by CDBG Entitlement Program activities and shall report to the County, as required,

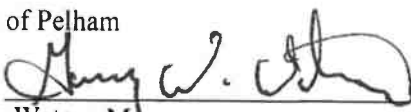
the use of program income. The County shall be responsible for monitoring and reporting to HUD on the use of such program income. In the event of close out or change of status of the City, the City shall pay to the County any program income on hand or received subsequent to the close out or change in status.

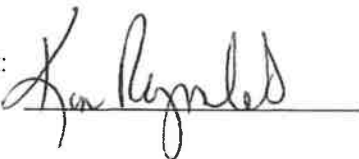
(21) The City and the County agree that neither party may sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG Entitlement Program funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds exclusively for activities eligible under Title I of the Act.

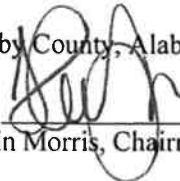
(22) Certification of Authority: The attached certification by the Shelby County attorney's office is hereby incorporated as part of this Agreement.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date first written above.

Attest: 

City of Pelham
By: 
Gary Waters, Mayor

Attest: 

Shelby County, Alabama
By: 
Kevin Morris, Chairman

RESOLUTION 2026-07-09-05

Accepting the Lowest Responsive and Responsible Bid for the
Appaloosa Trail Water Main PVC Replacement Project

WHEREAS, the City of Pelham, through Municipal Consultants, Inc., the City’s consulting engineers, has requested and received bids for a water main PVC replacement project in Pelham, Alabama.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pelham to accept the lowest responsible and responsive bid of \$253,050.00 from Southern Directional, Inc. for the Appaloosa Trail Water Main PVC Replacement Project and to authorize the Mayor, on behalf of the City of Pelham, to enter into a contract with Southern Directional, Inc. for said project. The executed documents shall become a permanent part of this Resolution.

BE IT FURTHER RESOLVED the City of Pelham will perform the construction inspections and review contractor pay requests. This project was budgeted for FY2026.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-07-09-05 be given vote, and said Resolution passed by a unanimous vote of the Council present, and the President Pro Tempore of the Council declared the same passed and adopted.

ADOPTED this 9th day of July 2026.

Markus Hal Snowden
President Pro Tempore 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 9th day of July 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 9th day of July 2026.

Jonathan Seale, CMC City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager
FROM: Andre' Bittas, DSPW Director
DATE: June 29, 2026
RE: Appaloosa Trail Water Main Replacement

Attached is the certified bid tab received on June 11, 2026, for the Appaloosa Trail Water Main Replacement project. Southern Directional, Inc. was the lowest responsible and responsive bidder for the total amount of \$253,050.00. This project is in the 5-year Water Main Replacement Plan.

The project is budgeted in FY26 budget.

The City of Pelham, Alabama
 Appaloosa Trail WWM Replacement
 Water Main Replacement
 Bid Date / Time: June 11, 2026 @ 2:00 p.m.

ITEM	QUANTITY	UNIT	DESCRIPTION	Southern Directional, Inc		Capstone Contractors, LLC		Rest Construction, Inc		Alabama Grading and Excavation, LLC		Powell Builders, Inc		Gillespie Construction, LLC		Willoughby Contracting Co, Inc		REV Construction, Inc		Kovon Miller Development, Inc		Norts Brothers Excavating, LLC	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1,240	Linear Foot	6" Ductile Iron 517-2000 Pipe, Class 250	\$70.50	\$87,420.00	\$76.25	\$94,550.00	\$85.00	\$105,300.00	\$106.00	\$131,440.00	\$82.00	\$101,840.00	\$71.00	\$88,040.00	\$150.00	\$187,500.00	\$140.00	\$173,600.00	\$131.21	\$162,700.40	\$165.00	\$204,600.00
2	1	Each	6" Ductile Iron 48' Restraint Seal Gate Valve and Box	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	\$3,200.00	\$3,200.00	\$3,050.00	\$3,050.00	\$3,250.00	\$3,250.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$3,900.00	\$3,900.00	\$4,839.12	\$4,839.12	\$3,300.00	\$3,300.00
3	5	Each	6" Ductile Iron 48' Restraint Seal Gate Valve and Box	\$1,780.00	\$8,900.00	\$2,100.00	\$10,500.00	\$2,200.00	\$11,000.00	\$2,050.00	\$10,250.00	\$2,400.00	\$12,000.00	\$2,250.00	\$11,250.00	\$1,500.00	\$7,500.00	\$2,500.00	\$12,500.00	\$4,300.00	\$21,500.00	\$3,500.00	\$17,500.00
4	1	Linear Foot	6" Ductile Iron Threaded Restraint Seal Gate Valve and Box	\$1,300.00	\$1,300.00	\$1,250.00	\$1,250.00	\$1,400.00	\$1,400.00	\$1,350.00	\$1,350.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$825.00	\$825.00	\$2,000.00	\$2,000.00	\$2,065.00	\$2,065.00	\$3,065.00	\$3,065.00
5	0.60	Tons	Ductile Iron Flange, All Sizes	\$24,000.00	\$14,400.00	\$8,175.00	\$4,905.00	\$12,000.00	\$7,200.00	\$10.00	\$6.00	\$20,000.00	\$12,000.00	\$7,200.00	\$8,000.00	\$4,800.00	\$18,500.00	\$11,100.00	\$20,000.00	\$17,093.33	\$10,256.00	\$10,256.00	\$12,000.00
6	1	Each	Fire Hydrant Assembly	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$9,800.00	\$9,800.00	\$8,000.00	\$8,000.00
7	1	Each	Flurry Assembly	\$2,500.00	\$2,500.00	\$2,600.00	\$2,600.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$2,700.00	\$2,700.00	\$4,500.00	\$4,500.00	\$7,825.00	\$7,825.00
8	100	Square Yards	Asphalt Pavement Replaced for Cuts	\$88.00	\$8,800.00	\$134.00	\$13,400.00	\$120.00	\$12,000.00	\$100.00	\$10,000.00	\$182.00	\$18,200.00	\$162.00	\$16,200.00	\$95.00	\$9,500.00	\$230.00	\$23,000.00	\$135.00	\$13,500.00	\$148.05	\$14,805.00
9	40	Square Yards	Concrete Pavement Replaced for Cuts	\$145.00	\$5,800.00	\$145.50	\$5,820.00	\$150.00	\$6,000.00	\$175.00	\$7,000.00	\$182.00	\$7,280.00	\$182.00	\$7,280.00	\$150.00	\$7,500.00	\$172.00	\$6,880.00	\$250.00	\$10,000.00	\$148.05	\$5,922.00
10	70	Square Yards	Mill & Repave Curb and Mill Ed (Noth bound use only)	\$187.00	\$13,090.00	\$172.25	\$12,057.50	\$175.00	\$12,250.00	\$250.00	\$17,500.00	\$182.00	\$12,740.00	\$182.00	\$12,740.00	\$150.00	\$10,500.00	\$150.00	\$10,500.00	\$168.00	\$11,760.00	\$457.18	\$32,053.30
11	1	Lump Sum	Construction #1	\$7,700.00	\$7,700.00	\$8,120.00	\$8,120.00	\$15,000.00	\$15,000.00	\$350.00	\$350.00	\$12,500.00	\$12,500.00	\$1,000.00	\$1,000.00	\$11,000.00	\$11,000.00	\$6,000.00	\$6,000.00	\$11,487.00	\$11,487.00	\$4,287.00	\$4,287.00
12	1	Lump Sum	Construction #2	\$3,500.00	\$3,500.00	\$5,125.00	\$5,125.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$4,500.00	\$4,500.00	\$8,500.00	\$8,500.00	\$11,000.00	\$11,000.00	\$7,500.00	\$7,500.00	\$11,580.00	\$11,580.00	\$4,287.00	\$4,287.00
13	1	Lump Sum	Construction #3	\$45,000.00	\$45,000.00	\$40,000.00	\$40,000.00	\$48,000.00	\$48,000.00	\$39,750.00	\$39,750.00	\$98,000.00	\$98,000.00	\$70,000.00	\$70,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$105,800.00	\$105,800.00	\$105,800.00	\$105,800.00
14	1	Lump Sum	Construction #4	\$4,000.00	\$4,000.00	\$5,200.00	\$5,200.00	\$7,000.00	\$7,000.00	\$6,500.00	\$6,500.00	\$2,300.00	\$2,300.00	\$8,500.00	\$8,500.00	\$8,800.00	\$8,800.00	\$12,000.00	\$12,000.00	\$4,978.00	\$4,978.00	\$4,978.00	\$4,978.00
15	1	Lump Sum	Construction #5	\$3,100.00	\$3,100.00	\$5,525.00	\$5,525.00	\$7,000.00	\$7,000.00	\$9,000.00	\$9,000.00	\$1,100.00	\$1,100.00	\$3,500.00	\$3,500.00	\$8,500.00	\$8,500.00	\$16,000.00	\$16,000.00	\$8,808.00	\$8,808.00	\$5,603.00	\$5,603.00
16	14	Each	Service Reconnect/Reconnection	\$3,160.00	\$44,040.00	\$6,525.00	\$91,350.00	\$2,500.00	\$35,000.00	\$1,800.00	\$25,200.00	\$1,200.00	\$16,800.00	\$20.00	\$280.00	\$35.00	\$490.00	\$75.00	\$1,050.00	\$29,400.00	\$414,369.00	\$58.00	\$812.00
17	240	Linear Foot	1" Schedule 40 Service Pipe	\$18.00	\$4,320.00	\$34.00	\$8,160.00	\$18.00	\$4,320.00	\$10.00	\$2,400.00	\$20.00	\$4,800.00	\$20.00	\$4,800.00	\$35.00	\$8,400.00	\$13,128.00	\$174,336.00	\$23.91	\$5,738.40	\$8.138.46	\$19,932.00
18	175	Linear Foot	1" Schedule 40 Service Pipe installed in Trench	\$28.00	\$4,900.00	\$52.00	\$9,100.00	\$38.00	\$6,660.00	\$12.00	\$2,100.00	\$40.00	\$7,000.00	\$35.00	\$6,125.00	\$75.00	\$13,125.00	\$114,369.00	\$1,588.20	\$276,000.00	\$17,500.00	\$3,062.50	
19	1	Lump Sum	Trench	\$2,750.00	\$2,750.00	\$3,825.00	\$3,825.00	\$4,000.00	\$4,000.00	\$9,500.00	\$9,500.00	\$5,300.00	\$5,300.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$28,000.00	\$28,000.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00
20	1	Lump Sum	Striping, Testing, Clean-up, and like	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
21	1	Lump Sum	Clear District Advance	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
			Total Bids Bid for Project		\$332,050.00		\$360,467.40		\$397,275.00		\$317,444.80		\$328,356.00		\$337,418.00		\$400,480.00		\$429,400.00		\$478,238.22		\$481,600.00

There was a calculation error by Powell Builders, Inc on line item #16 on the submitted proposal form, which is now shown correctly on the tabulation. The total written on the bid proposal form was \$1,200.00. The correct price and quantity is \$16,800.00 as shown above.

I certify that these are the correct bids received by The City of Pelham, Alabama for the Appaloosa Trail Water Main Replacement received on June 11, 2026 at 2:00 p.m.
 Andrew Golden, P. E. #26301

NOTICE OF AWARD

To: Southern Directional, Inc
150 Airpark Industrial Road
Alabaster, AL 35186

PROJECT Description: Appaloosa Trail Water Main Replacement

The OWNER has considered the BID submitted by you on **June 11, 2026** for the above-described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$253,050.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 20 ____.

City of Pelham, Alabama

By _____

Name Rick Wash

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By Southern Directional, Inc

this the ____ day of _____, 20 ____.

By _____

Title _____

RESOLUTION 2026-07-09-06

Accepting the Lowest Responsive and Responsible Bid from ICS, Inc. for the Buck Creek Sewer Lift Station Emergency Generator Addition

WHEREAS, the City of Pelham has requested and received sealed bids for the Buck Creek Sewer Lift Station Emergency Generator Addition; and

WHEREAS, the City of Pelham’s engineering consultants, Municipal Consultants Inc., has recommended approval of the lowest responsive and responsible bid of \$711,185.00 from ICS, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pelham, Alabama that the lowest responsive and responsible bid submitted by ICS, Inc. for the project specified herein for an amount not to exceed \$711,815.00 is hereby accepted and the Council authorizes the Mayor, on behalf of the City, to enter into an agreement with ICS, Inc. for said project.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-07-09-06 be given vote, and said Resolution passed by a unanimous vote of the Council present, and the President Pro Tempore of the Council declared the same passed and adopted.

ADOPTED this 9th day of July 2026.

Markus Hal Snowden
President Pro Tempore 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 9th day of July 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 9th day of July 2026.

Jonathan Seale, CMC City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager
FROM: Andre' Bittas, DSPW Director
DATE: June 29, 2026
RE: Buck Creek Lift Station Emergency Generator

Attached is the certified bid tab received on June 25, 2026, for the Buck Creek Lift Station Generator. ICS, Inc. was the lowest responsible and responsive bidder for the total amount of \$711,185.00. This project is in the 5-year plan for upgrading and modernizing the Lift Stations.

The project is budgeted in FY26 budget.

The City of Pelham, AL
Buck Creek Lift Station - Emergency Generator Addition
Bid Date / Time: June 25, 2026 at 2:00 p.m.

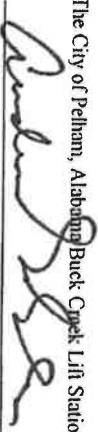
ITEM	QTY	UNIT	DESCRIPTION	ICS, Inc		Mark Johnson Construction, LLC		Nixon's Electric	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	Lump Sum	Buck Creek Emergency Generator Improvements	\$611,185.00	\$611,185.00	\$781,523.00	\$781,523.00	\$800,000.00	\$800,000.00
2	1	Lump Sum	Natural Gas Service Allowance	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00
3	1	Lump Sum	Allowance for APCO Work	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	1	Lump Sum	Owner Directed Allowance	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
5	1	Lump Sum	Start-up, Testing & Use of Improvements and Final Cleanup of Project Site	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Total Base Bid					\$711,185.00		\$881,523.00		\$900,000.00

ALTERNATE DEDUCT TO BASE BID

ITEM	QTY	UNIT	DESCRIPTION	ICS, Inc		Mark Johnson Construction, LLC		Nixon's Electric	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL**
1A	1	Lump Sum	Diesel Generator in lieu of Natural Gas	(\$7,500.00)	(\$7,500.00)	(\$7,500.00)	(\$7,500.00)	(\$23,700.00)	(\$23,700.00)
2A	1	Lump Sum	Delete Natural Gas Service Allowance	(\$55,000.00)	(\$55,000.00)	(\$55,000.00)	(\$55,000.00)	(\$55,000.00)	(\$55,000.00)
Total Deduct					(\$62,500.00)		(\$62,500.00)		(\$78,700.00)
					\$648,685.00		\$819,023.00		\$821,300.00

**There was a calculation error by Nixon's Electric on the total for line item #1A on the submitted proposal form, which is now shown correctly on this tabulation. The total written on the bid proposal form was (\$237,700.00). The correct product of the unit price and quantity is (\$23,700.00) as shown above.

I certify that these are the correct bids received for The City of Pelham, Alabama Buck Creek Lift Station Emergency Generator Addition received on June 25, 2026 at 2:00 p.m.


 Andrew Golden, P.E. #36301

NOTICE OF AWARD

To: Mr. Wendell Morgan
ICS, Inc
22485 Hwy 11
Steele, AL 35987

PROJECT Description: **Buck Creek Lift Station Emergency Generator Addition**

The OWNER has considered the BID submitted by you on June 25, 2026 for the above-described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 711,185.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 20____.

The City of Pelham, Alabama

Owner

By _____

Name Rick Wash

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By ICS, Inc

this the ____ day of _____, 20____.

By _____

Title _____

RESOLUTION 2026-07-09-07

Approving KOA Sewer Lift Station and Sewer Lift Station P Upgrades Project Summary Change Order No. 1 – Final

WHEREAS, the Pelham City Council adopted Resolution 2025-04-07-04 and accepted the lowest responsive and responsible bid of \$684,700.00 Mark Johnson Construction, LLC for upgrades and improvements at Sewer Lift Stations KOA and P, as recommended by the City of Pelham’s engineering consultants, Municipal Consultants Inc.

WHEREAS, the City of Pelham’s engineer and engineering consultants, Municipal Consultants Inc., has recommended the approval of Summary Change Order No. 1 – Final.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council that the Council has determined it serves the public interest to accept and approve Summary Change Order No. 1 – Final in the amount of \$11,333.40 related to the project specified herein and to authorize the Mayor, on behalf of the City, to execute the related documentation with Mark Johnson Construction, LLC for said summary change order.

Summary Change Order Request No. 1 – Final

Original Contract Price	\$ 684,700.00
Change Order No. 1 – Final	- \$ 11,333.40
Revised Contract Price	\$ 673,366.60 (FINAL)

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-07-09-07 be given vote, and said Resolution passed by a unanimous vote of the Council present, and the President Pro Tempore of the Council declared the same passed and adopted.

ADOPTED this 9th day of July 2026.

Markus Hal Snowden
President Pro Tempore 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 9th day of July 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 9th day of July 2026.

Jonathan Seale, CMC City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager
FROM: Andre' Bittas, DSPW Director
DATE: June 29, 2026
RE: KOA and P Lift Stations upgrades

Attached is the summary change order for the KOA and P Lift Stations upgrades. These projects were completed for \$11,333.40 under the contract amount for a final contract amount of \$673,366.60.

CONTRACT CHANGE ORDER

CHANGE ORDER NO: 1 – Final PROJECT: KOA Lift Station & Lift Station P Upgrades
Project No. 7225003

Date: _____ LOCATION: Pelham, AL

To: _____ Mark Johnson Construction, LLC
(Contractor)

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

DESCRIPTION:

Amend the Contract to change the items listed below for the above listed project.
(Note: Values in parentheses are deductions)

	<u>Change</u>
1) Bid Item #3 – Delete Bid Item (Allowance for APCO Work)	(\$10,000.00)
2) Bid Item #4 – Delete 8.8893% of Owner Directed Allowance	(\$1,333.40)

Total Amended Amount: (\$11,333.40)

ORIGINAL CONTRACT PRICE	<u>\$684,700.00</u>
Net total of previous Change Orders	<u>(\$0.00)</u>
Previous revised Contract Price	<u>\$684,700.00</u>
This Change Order No. <u>1 – Final</u>	<u>(\$11,333.40)</u>
Revised Contract Price this date	<u>\$673,366.60</u>

Extension of time resulting from this Change Order none (Insert "none" or No. of days)

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

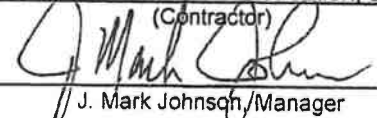
RECOMMENDED

Municipal Consultants, Inc.

By: 
Andrew Golden

CONTRACTING PARTIES

Mark Johnson Construction, LLC
(Contractor)

By: 
J. Mark Johnson, Manager

City of Pelham, Alabama
(Owner)

By: _____
Rick Wash, Mayor

RESOLUTION 2026-07-09-08

Accepting a Proposal from and Authorizing an Agreement with
Industrial Coatings Group, Inc. for Painting Services at the
Pelham Wastewater Treatment Plant

WHEREAS, the City of Pelham is responsible for maintaining the equipment, structures, and related components necessary for the continued operation of the Wastewater Treatment Plant; and

WHEREAS, the City’s Department of Development Services and Public Works has recommended miscellaneous painting throughout the Wastewater Treatment Plant to maintain the facility and support continued compliance with Alabama Department of Environmental Management (ADEM) requirements; and

WHEREAS, Industrial Coatings Group, Inc. has submitted a proposal to perform the work, as more fully described in the proposal and contract documents attached hereto; and

WHEREAS, the total cost of the project shall not exceed \$49,935.00 and is budgeted in the FY2026 budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pelham, Alabama, that the proposal and agreement with Industrial Coatings Group, Inc. for miscellaneous painting at the Wastewater Treatment Plant is hereby approved for an amount not to exceed \$49,935.00; and that the Mayor, on behalf of the City, is hereby authorized to execute the contract and any related documents and to take all actions necessary to complete the project.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-07-09-08 be given vote, and said Resolution passed by a unanimous vote of the Council present, and the President Pro Tempore of the Council declared the same passed and adopted.

ADOPTED this 9th day of July 2026.

Markus Hal Snowden
President Pro Tempore 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 9th day of July 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 9th day of July 2026.

Jonathan Seale, CMC City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager
FROM: Andre' Bittas, DSPW Director
DATE: June 29, 2026
RE: Waster Water treatment Plant Miscellaneous Painting

Attached is the proposal from Industrial Coating Group, Inc. to perform miscellaneous painting throughout the plant. The total amount of the project did not exceed \$49,935.00. Annual painting is performed to maintain the equipment and compliance with ADEM.

The project is budgeted in FY26 budget.

ICG *Industrial Coatings Group, Inc.*

June 26, 2026

The City of Pelham
c/o Andrew Golden
Municipal Consultants, Inc.
200 Century Park South #212
Birmingham, AL 35226

Re: Pelham Wastewater Treatment Facility – Clarifier Bridge & Miscellaneous Painting Quote

Andrew,

Please find below specifications, pricing, and clarifications for preparing and repainting two (2) clarifier truss bridges, approximately fifty (50) pipe bollards, two (2) concrete landings at the oxidation ditch, one (1) 18” ductile RAS piping on the back side of the oxidation ditch, and the slide gate handwheels/gear boxes at the filters and oxidation ditch all of which are located at the wastewater treatment facility in Pelham, Alabama.

SPECIFICATIONS:

- Surface preparation: All concrete and steel surfaces (as listed above) will be cleaned to a SSPC – WJ14 light cleaning (3,500 PSI with an oscillating tip) to remove oxidation, chalk, dirt, loose paint, and other foreign matter. Bare steel areas will be cleaned to an SSPC SP-2 hand tool and/or SSPC SP-3 power tool cleaned.
- All bare steel surfaces will be spot primed using Tnemec Series 135 Chembuild applied at 2 – 3 mils dft.
- One (1) full primer application of Tnemec 135 Chembuild will be applied to all previously painted steel surfaces at 3-5 mils dft.
- One (1) complete finish coat of Tnemec Series 1094 Endura-Shield will be applied to all previously painted steel surfaces at 2-3 mils dft.
- The two (2) concrete landings will be primed with Tnemec 151 Elasto-Grip FC at 1-1.5 mils dft.
- Both concrete landings will receive one (1) full application of Tnemec 154 Tneme-Guard mixed with 30/50 mesh silica sand applied at approximately 60sf per gallon.
- Two (2) complete coats of Tnemec 1081 Endura-Shield WB will be applied to both concrete landings at 2-3 mils dft per coat.

PELHAM WWTP:

• FIFTY (50) PIPE BOLLARDS:	\$2,500.00
• TWO (2) CONCRETE LANDINGS:	\$2,600.00
• ONE (1) 18” RAS DUCTILE PIPE:	\$4,531.00
• TWO (2) CLARIFIER BRIDGES:	\$38,304.00
• SG HANDWHEEL/GEAR BOXES:	<u>\$2,000.00</u>
TOTAL PAINTING COMPLETE:	\$49,935.00

51 County Road 935, Jemison, Alabama 35085 Office: (205)688-9004

ICG *Industrial Coatings Group, Inc.*

CLARIFICATIONS:

- Our quotation is based on one (1) mobilization to the project location only.
- Payment terms are **Net 30 days**, no exceptions.
- Our quotation includes all equipment, labor, materials, supervision, taxes, and insurance.
- **Project exclusions:** Sandblasting, exterior exposed concrete coatings (unless specifically listed above or on previous pages), below grade bituminous coating, caulking or sealants, crack injection, concrete repairs, clarifier mechanisms, equipment painting (unless specifically listed above or on previous pages), existing piping (unless specifically listed above or on previous pages), and building cleaning or painting.
- All power, water, and dumpsters must be provided by the client, at no cost to us for the duration of the project.
- The quotation price does not include a third-party inspector, or the costs associated with one.
- Our quotation does not include hazardous material abatement or disposal.
- Anticipated time of completion to be no more than ninety (90) days, barring inclement weather or other work stoppages.

If you have any questions, give me a call at your earliest convenience.

Respectfully,

Mike Jezdimir

Mike Jezdimir
MJ.ICGInc@gmail.com
(205)453-2406

CITY OF PELHAM
WWTP – Painting Proposal
9/26/2025

Note: All preparation and painting shall be as recommended by Tnemec, see attached recommendations.

1. Bollards throughout entire WWTP. Total # of Bollards is approximately 50.

Lump Sum \$ 2,500.⁰⁰

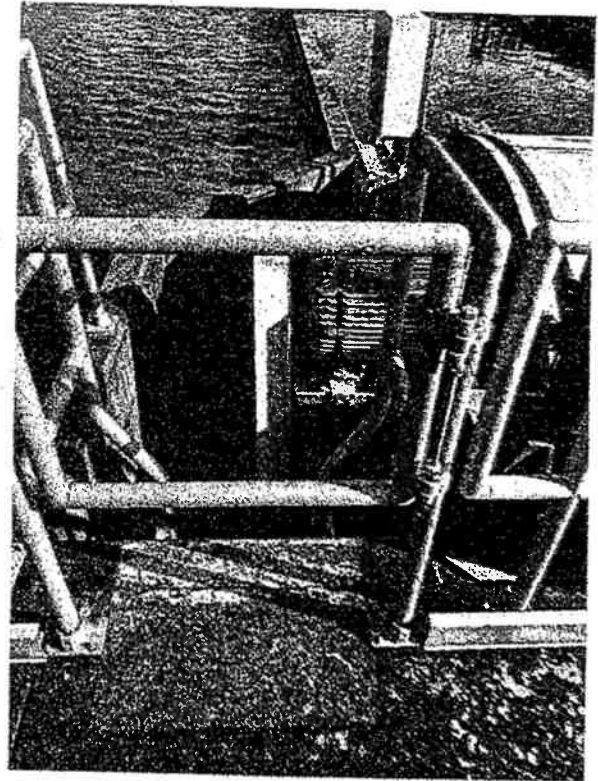
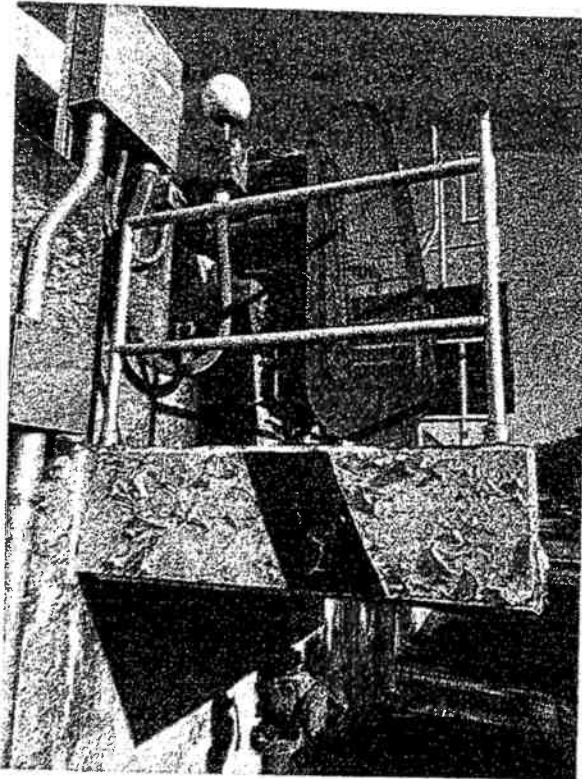
Finish Color: Safety Yellow

2. Concrete Landings (2) and "Step-Ups" at Oxidation Ditches

Lump Sum \$ 2,600.⁰⁰

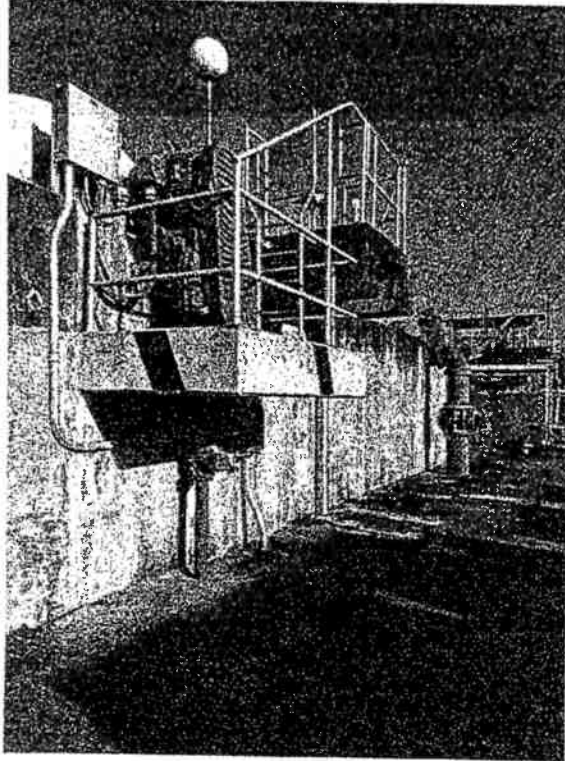
Finish Color: Safety Yellow (and

Black)



3. 18" RAS Pipe on East side of Oxidation Ditch

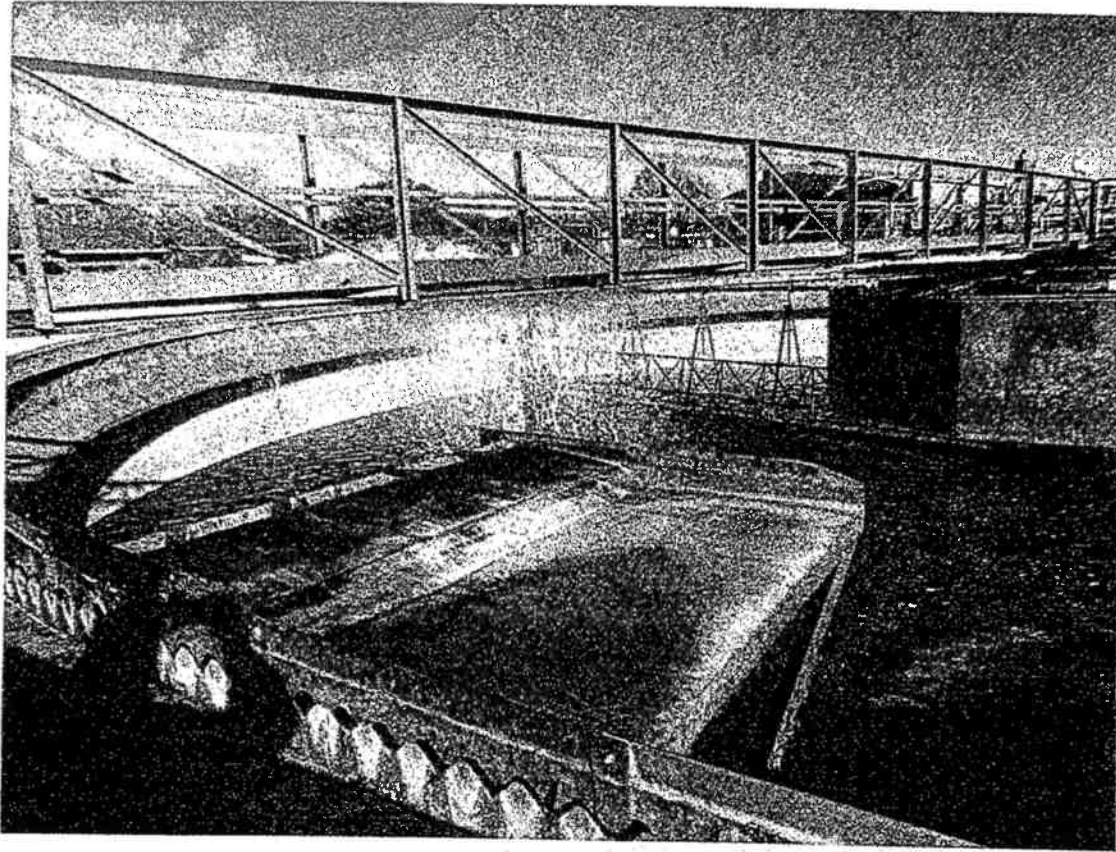
Lump Sum \$ 4,571.⁰⁰



18" pipe (and
valve in

4. Clarifier Bridges (2 each)

Lump Sum \$ 38,304.⁰⁰



5. Handwheels and gear boxes for slide gates at Filters and Oxidation Ditches

Lump Sum \$ 2,000.⁰⁰

STEELCON COATING SYSTEMS, INC.

Independent Representative of Tnemec Company Inc

2100 Third Avenue South Irondale, AL 35210 TEL: 205-951-2086 FAX: 205-951-2089 www.tnemec.com/steelcon



COATING SYSTEM SCHEDULE

Pelham WWTP

2025 Maintenance Painting

- A. RAS Pump Station Piping, Headworks Pipe, Gear Box's, Bollards, and Clarifier Bridges.
1. Surface Preparation: Power wash in accordance with SSPC-WJ4 Light Cleaning (minimum 3,500 psi with °0 rotating nozzle) to remove all chalk, dirt, dust, loose paint, as well as any other foreign matter. All areas where the coating has been removed shall be prepared in accordance with SSPC-SP 2 Hand Tool Cleaning or SSPC-SP 3 Power Tool Cleaning. All edges shall be feathered. All surfaces shall be clean and dry.
 2. Spot Prime: All areas cleaned to bare metal shall be spot primed with Tnemec Series 135 Chembuild applied at 3.0 – 5.0 mils dry film thickness.
 3. Full Prime: Tnemec Series 135 Chembuild applied at 3.0 – 5.0 mils dry film thickness.
 4. Finish: Tnemec Series 1094 Endura-Shield applied at a rate to achieve 2.0 – 3.0 mils dry film thickness.
- B. Concrete Landings and Steps
1. Power wash in accordance with SSPC-WJ4 Light Cleaning (minimum 3,500 psi with °0 rotating nozzle) to remove all chalk, dirt, dust, loose paint, as well as any other foreign matter. All areas where the coating has been removed shall be prepared in accordance with SSPC-SP 2 Hand Tool Cleaning or SSPC-SP 3 Power Tool Cleaning. All edges shall be feathered. All surfaces shall be clean and dry. Concrete surface profile shall be 1.0 mil minimum.
 2. Primer: Tnemec Series 151 Elasto-Grip FC applied at 1.0 – 1.5 mils dry film thickness.
 3. Intermediate: Tnemec Series 154 Tneme-Guard (Mixed 1:1 with 30/50 mesh silica sand) and applied at 60 square feet per gallon.
 4. Finish: Two Coats of 1081 Endura-Shield WB applied at 2.0 – 3.0 mils dry film thickness per coat.



*PUBLIC WORKS CONTRACT
For Projects Under \$100,000*

CITY OF PELHAM and INDUSTRIAL COATINGS GROUP, INC

THIS AGREEMENT, entered into as of this _____ day of _____ between the CITY OF PELHAM (herein called the CITY) and **Industrial Coatings Group, Inc** (herein called the CONTRACTOR). Agreement concerns **WWTP Miscellaneous Painting** as described in the attached price quote (herein called the PROJECT).

WITNESSETH THAT:

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

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

Section 1. CONTRACTOR

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

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

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

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

Section 2. Scope of Services

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

Section 3. Time of Performance

The CONTRACTOR shall begin work on the PROJECT upon the execution of this Contract and will continue, uninterrupted, for a period of time not to exceed 90 calendar days beginning after receiving Notice to Proceed from the CITY. Said work to be completed in a good and workmanlike manner by the CONTRACTOR within the period of time specified.

Section 4. General Provisions

- (a) *Personnel.* The CONTRACTOR warrants that it has the expertise, professional personnel, and adequate work force capable of performing this Contract, as called for herein, in a satisfactory and proper manner, in accord with highest industry standards, or will secure the services of such personnel as may be required to perform such services, construct said PROJECT, and perform its obligations pursuant to this Contract.
- (b) *Office Space.* The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the CITY.
- (c) *Subcontracts.* None of the work or services covered by this contract shall be subcontracted without the prior approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.
- (d) *Access to Materials.* The CITY agrees to make available to the CONTRACTOR any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the PROJECT, at no expense to the CONTRACTOR.
- (e) *Communications.* The representatives of the CITY and the CONTRACTOR to whom communications regarding the PROJECT which is the subject of this contract should be directed as follows:

- (1) CITY:
 - City of Pelham
 - Andre' Bittas, Director
 - Development Services and Public Works
 - 3162 Pelham Parkway
 - Pelham, Al 35124
 - P: 205-620-6413
 - abittas@pelhamalabama.gov

(2) CONTRACTOR: Industrial Coatings Group, Inc
Attn: Mike Jezdimir
51 County Road 935
Jemison, AL 35085
P: 205-453-2406
mj.icginc@gmail.com

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

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

Section 5. Compensation and Method of Payment

(a) For services satisfactorily rendered under this Contract and approved by CITY, the CITY agrees to pay the CONTRACTOR for fulfillment of the terms and conditions of this Contract in the amount of **Forty Nine Thousand Nine Hundred Thirty Five and 00/100 Dollars (\$49,935.00)** as specified in the specifications and bid documents. Such payment shall, if due, be made monthly at the end of each calendar month, but in no case later than forty-five (45) days after the acceptance by CITY that the estimate and terms of the contract providing for partial payment have been fulfilled. In preparing estimates, the material delivered on the site, materials suitably store, and insured off-site, and preparatory work done may be taken into consideration by CITY. If the amount due by CITY is not in dispute and the amount payable is not paid within the forty-five (45) day period, the CONTRACTOR shall be entitled to interest from CITY at the rate assessed for underpayment of taxes under Section 40-1-44(a), Code of Alabama 1975, on the unpaid balance due. Interest payments shall not be due on payments made after the forty-five (45) day period because of administrative or processing delays at the close of the fiscal year. In making the partial payments, there shall be retained not more than five percent (5%) of the estimated amount of work done and the value of materials stored on the site or suitably stored and insured off-site, and after fifty percent (50%) completion has been accomplished and approved by CITY, no further retainage shall be withheld. The retainage as set out herein shall be held until final completion and acceptance of all work covered by the contract. Retainage shall be held until all work has been completed to CITY's satisfaction. CITY, upon completion and acceptance by CITY of the work, shall give notice of completion of PROJECT by advertising in Shelby County Reporter. The advertisement must run one week. After receiving the affidavit from the newspaper publisher and a copy of the notice published and acceptance by the CITY, final settlement will be made as the same is due.

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

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

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

Section 6. Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

(j) *Interest of Members of the CITY and Other Local Public Officials.* No officer, member, or employee of the CITY and no member of its governing body, and no other public official of the

governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

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

Section 7. Additional Services of CONTRACTOR

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

Section 8. Tax Responsibilities of CONTRACTOR

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

Section 9. Non-Exclusive Contract

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

Section 10. Independent CONTRACTOR Relationship

In the performance of the work, duties and obligations evolving under this Agreement, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent CONTRACTOR providing The CITY with services as a contractor and/or independent contractor. Amounts paid to the CONTRACTOR by The CITY as compensation for providing said services

are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be fees for services to an independent CONTRACTOR and shall not be subject to any withholding. It is expressly understood that The CITY is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. CONTRACTOR is not considered to be an agent or employee of The CITY for any purpose and the CONTRACTOR will not be eligible to participate in any benefits The CITY provides for its own employees. It is further understood and agreed that The CITY does not agree to use CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, CONTRACTOR is free to contract for similar services to be performed for others during the term of this Agreement.

Section 11. Indemnification and Liability

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

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

ATTEST:

CITY OF PELHAM

Date

By: Rick Wash, Mayor

Date

ATTEST:

INDUSTRIAL COATINGS GROUP, INC

Date

By: Mike Jezdimir

Date

ATTACHMENT "A"

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

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

- 4) This work shall not interfere with the normal operations of the facility. Work to be scheduled after hours as necessary.
- 5) Work areas shall be kept in a neat and orderly condition.
- 6) Work must be coordinated with the CITY.
- 7) Construction documents, including the attached Project Plans and Specifications, are included as part of this Contract.
- 8) The CONTRACTOR's attached price quote dated June 26, 2026 is hereby incorporated as a part of this Contract.

ORDINANCE No. 399-08

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE II, SECTION 2-21 AND SECTION 2-24 OF THE CODE OF ORDINANCES OF THE CITY OF PELHAM - COUNCIL MEETING RULES OF PROCEDURE

WHEREAS, the City Council of the City of Pelham, Alabama is authorized to establish the dates, times, and structure of its regular meetings and work sessions, subject to applicable public notice and open meetings requirements; and

WHEREAS, the City Council previously adopted Ordinance No. 399-07, which established a revised meeting schedule separating regular council work sessions and regular council meetings onto different days; and

WHEREAS, after implementation of said revised schedule, the City Council has determined the prior Monday-only meeting format better serves the needs of the Council, City staff, and the public; and

WHEREAS, the City Council desires to repeal Ordinance No. 399-07 and adopt a new regular meeting schedule that returns the City Council's regularly scheduled work sessions and regular council meetings to the same evening.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Pelham, Alabama, that Chapter 2, Article II, Section 2-21 and Section 2-24 of the Code of Ordinances, City of Pelham, Alabama shall be amended as follows:

I. ARTICLE II. COUNCIL MEETINGS

Section 2-21. Regular meetings.

Regular meetings of the council shall be held on the following dates: The first and third Mondays of each month except when a holiday or another conflict arises, then the meeting will be held within one week of the originally scheduled meeting with the actual date and time of the rescheduled meeting to be determined by the council and proper notice given.

Section 2-24. Times of all meetings.

All regular meetings shall be scheduled for 7:00 p.m. at Pelham City Hall, and all meetings, regular and special, shall be open to the public. Should a conflict arise, the meeting time and place may be changed by the council with proper notice given. City council agendas will not become final until approved by the city council during the city council meetings for which they apply.

BE IT FURTHER ORDAINED by the Council of the City of Pelham, Alabama that this Ordinance shall become effective immediately upon adoption and publication as required by law; and, shall be implemented at the regularly scheduled meeting of the Pelham City Council on Monday, August 3, 2026 and every subsequent meeting thereafter, as specified herein.

BE IT FURTHER ORDAINED by the Council of the City of Pelham, Alabama that all ordinances, including Ordinance No. 399-07, resolutions, orders, or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict; and if any section, sentence, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance.

THEREUPON _____, a member, moved and _____, a member, seconded the motion that Ordinance No. 399-08 be given vote. The roll call vote on said motion was as follows:

Chad Leverett, Council President	<u>Not Present</u>
Michelle Power, Council Member	—
Christine Townes, Council Member	—
Markus Hal Snowden, Council Member	—
Michael Harris, Council Member	—

Ordinance No. 399-08 passed by unanimous vote of the Council and the Council President declared the same passed.

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ADOPTED this 9th day of July 2026.

Not Present

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. 399-08** 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 9th day of July 2026 and duly published by posting an exact copy thereof on the 10th day of July 2026 at four public places within the City of Pelham, including the Mayor's Office at City Hall, Parks and Recreation Center, Pelham Library, Pelham Water Department 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]

ORDINANCE No. 135-269

AN ORDINANCE OF THE CITY OF PELHAM, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF PELHAM, ALABAMA, BE AMENDED BY ADDING A SECTION TO BE NUMBERED 135-269 PROVIDING THE FOLLOWING AMENDMENT TO THE ZONING ORDINANCE

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

SECTION ONE: The rezoning of property located near Oak Mountain State Park Road, Pelham, Alabama 35124, containing approximately 247 acres, more or less, changing the present zoning A-1, R-1, R-3, and B-1 to PUD-R

Applicant: Brooks Harris, Harris Doyle Homes

Owner: N/A

DESCRIPTION OF SUBJECT PROPERTY:

See attached documents for reference.

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

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

THEREUPON _____, a councilmember moved and _____, a councilmember seconded the motion that Ordinance No. 135-269 be given vote. The roll call vote on said motion was as follows:

Chad Leverett, Council President	<u>Not Present</u>
Michelle Power, Councilmember	___
Christine Townes, Councilmember	___
Markus Hal Snowden, Councilmember	___
Michael Harris, Councilmember	___

Ordinance No. 135-269 passed by unanimous roll call vote of the Council and the President of the Council declared the same passed and adopted.

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MEMORANDUM

TO: Jonathan Seale, City Clerk

FROM: Sherri Proctor, Planning and Zoning Administrator

DATE: May 6, 2026

RE: Oakmont Property Proposed Rezoning

Brooks Harris (Harris Doyle Homes) is requesting the rezoning of several properties for a total of approximately 247 acres. The land is currently zoned A-1, R-1, R-3 and B-1. The request is for Planned Residential zoning. The proposed neighborhood features:

Total number of lots - 193

100 - 60-foot lots, 76 - 70-foot lots, 17 larger lots ranging from
0.81 to 10.84 acres.

Minimum lot size of 7000 sq.ft.

Maximum density of 0.78 units per acre

A variety of dwelling sizes/house plans

Amenities, open space and preservation

During their April 28, 2026 meeting, the commission voted unanimously to recommend the request to the City Council.

The full submittal along with a draft of the meeting minutes is provided with this memo.

Applicant:	Brooks Harris - Harris Doyle Homes
Request:	Request rezoning of property to PUD – Residential
Location:	West of Oak Mountain State Park Road/I-65
Property Characteristics:	The property is approximately 247 acres of wooded, sloped land. No portion of the property is within a floodplain area.
Proposed Neighborhood:	The proposed residential uses will include a variety of home sizes/styles. The development proposes 193 lots at a minimum lot size of 7000 sq. ft. The plan shows 100 – 60-foot lots and 76 – 70-foot lots. There are 17 ‘estate lots’ that are larger resembling R-1(A/B) and Agriculture size lots. As it is a PUD, the concept plan shows amenity areas, significant open space, and a 100 ft. greenbelt to protect the viewshed from Oak Mountain State Park Road.
History:	This property has been the subject of several rezoning requests through the years, most recently the commission failed to recommend rezoning the property to R-G in October of 2024. The current zoning for about 110 acres of the subject property was adopted in May 2017.
Commission Action:	The planning commission voted unanimously to recommend the request to council. Should the rezoning be granted and the preliminary plan be approved, the ‘final’ Master Plan is submitted to the commission for approval. It is important to note that these are two separate actions: The PUD zoning and preliminary plan approval and then the Master Plan approval.

Staff Comments

Planning Comments :

This request is for the rezoning and preliminary master plan. The preliminary master plan establishes the maximum density and number of dwelling units, land uses and minimum open space. The requested zoning districts are compatible with the Future Land Use Map designation of Traditional Residential which promotes single-family (R-1A & B, R-2 and R-3) and townhouses.

As set out in Sec. 6.O2.02, (PUD general requirements), *the PUD must feature at least three of these elements:*

1. All buildings will feature quality, durable materials.
Elevations feature a variety of materials of brick, hardy-board.
2. Driveways, garages and parking areas will not dominate public views. Garages will be set back from the front building line, oriented away from street view, rear accessed or a combination of these.
Garages are setback to the rear of the dwelling, some courtyard entry styles.
3. Residential developments will feature a range of housing types and sizes appropriate to different stages in life.
The floor plans range in square footage.
4. Paths will be provided for movement on foot or bike, throughout the development.
The preliminary plan shows pathways to adjacent roadway, and a sidewalk connection to the bike path on Oak Mountain State Park Road
5. Usable open spaces will be provided in accessible locations throughout the development.
The preliminary plan shows potential areas of usable/accessible open space.
6. Development will limit disruption of steep slopes, forests, wetlands and wildlife habitats, and will incorporate natural areas into the development.
The preservation element is sufficiently met.

Engineering Comments:

- 1) Any development of over 100 lots requires a right and left turn lane.
- 2) The development will require a new lift station to meet sanitation demand.

Recommendation:

The preliminary master plan provides enough documentation to meet the intent and requirements of a Planned Unit Development. Should the council agree with the commission's recommendation, the council may adopt the PUD-R zoning approve the preliminary master plan.



January 22, 2026

The City of Pelham
c/o Pelham Planning Commission
3162 Pelham Parkway
Pelham, AL 35124

Re: Oak Mountain State Park Road-Economic Benefit Narrative

To Whom it May Concern,

Engineering Design Group, LLC (EDG) has been retained by Harris Doyle Homes to provide representation and information related to a rezoning request for approximately 279 acres of land located along Oak Mountain State Park Road. As required by the rezoning application process, this letter is meant to serve as our narrative describing how the property will benefit the City and surrounding community.

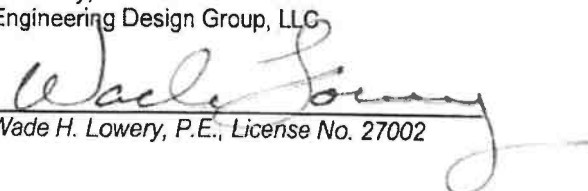
Through its long-range plan, the City has expressed the desire for responsible economic growth. Per discussions with various City staff, we understand Pelham supports the development of new, single-family residential neighborhoods.

The Future Land Use Map-Northern Area indicates the subject properties shall be developed as "traditional residential." See attached copy of this map. The proposed improvements will provide a traditional neighborhood of single-family homes, open space, and various amenities.

The proposed neighborhood is located within minutes of the new Canopy mixed use development. This undeveloped property represents a "gap" in residential development within the City's northern area. We anticipate this new neighborhood will benefit the City by creating jobs, increased local spending and additional tax revenue for the city.

Do not hesitate to contact me with any questions related to this anticipated schedule. I may be reached at 205-403-9158 or via email at wade@edgalabama.com.

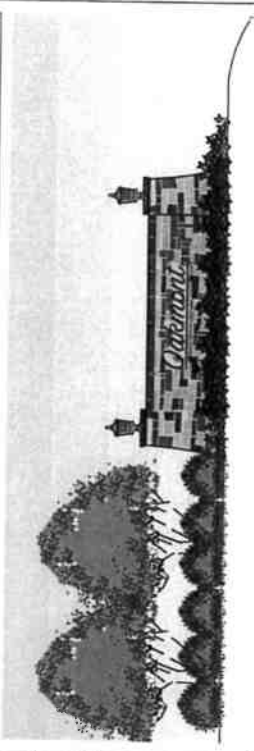
Sincerely,
Engineering Design Group, LLC


Wade H. Lowery, P.E., License No. 27002

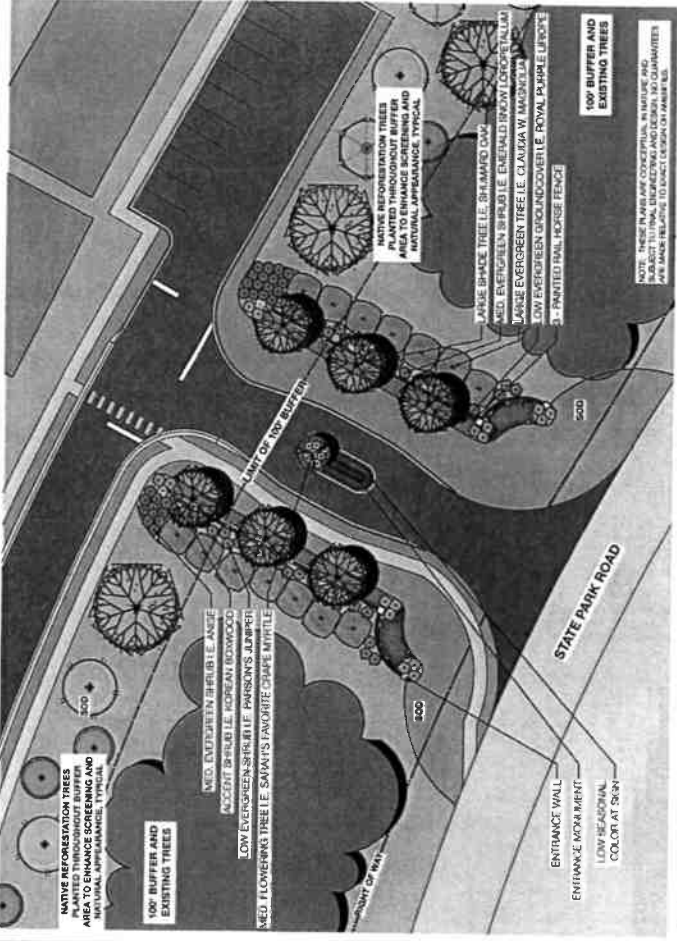
Harris Doyle Homes
State Park Road Residential
State Park Road, Birmingham, AL

DATE	10/15/2018
SCALE	AS SHOWN
PROJECT MANAGER	DAVID
DESIGNER	DAVID
PROJECT NO.	1800000000
SHEET TITLE	Entrance
SHEET NUMBER	L-1.2
REVISED	3 of 3

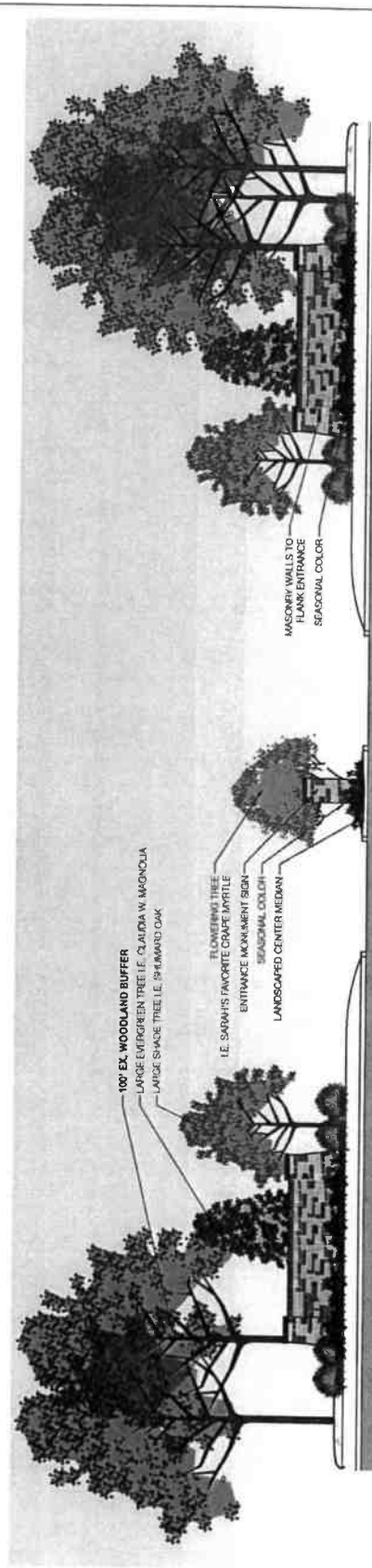
PROJECT NAME	STATE PARK ROAD RESIDENTIAL
PROJECT ADDRESS	STATE PARK ROAD, BIRMINGHAM, AL
CLIENT NAME	HARRIS DOYLE HOMES
CLIENT ADDRESS	1000 20TH AVENUE NORTH, BIRMINGHAM, AL 35202
DATE	10/15/2018
SCALE	AS SHOWN
PROJECT MANAGER	DAVID
DESIGNER	DAVID
PROJECT NO.	1800000000
SHEET TITLE	Entrance
SHEET NUMBER	L-1.2
REVISED	3 of 3



1 CONCEPTUAL MONUMENT SIGN ELEVATION
Scale: 1/8" = 1'-0"



1 ENTRANCE PLAN
Scale: 1/8" = 1'-0"



2 STATE PARK ROAD, SCHEMATIC ELEVATION
Scale: 1/8" = 1'-0"

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Site Accessibility

The currently undeveloped site is proposed to include two accesses, with a subdivision access (Access 1) to State Park Road and an estate driveway access (Access 2) to CR-33. The estate lots and subdivision are expected to be interconnected with a gated access, preventing cut-through traffic between CR-33 and State Park Road. Both accesses are expected to be full-access driveways serving both directions of traffic entering and exiting the site.

Existing Traffic Data

Sain Associates performed traffic data collection through sub-consultant Marr Traffic, Inc. Turning movement count data was collected for each of the existing study intersections during the periods of 7:00–9:00 AM and 2:30–6:00 PM on a standard weekday. All turning movement counts were collected on August 22, 2024. The intersection-specific peak hours were used for this analysis, and they are shown in Table 1. The existing peak hour traffic volumes are illustrated in Figure 2, and the raw traffic count reports are included in Appendix B.

Table 1: Intersection Peak Hours

Intersection	Commuter AM Peak	School PM Peak	Commuter PM Peak
AL-119/Cahaba Valley Road at Oak Mountain Park Road	7:15 AM - 8:15 AM	3:00 PM - 4:00 PM	4:30 PM - 5:30 PM
Oak Mountain Park Road at Access 1	7:00 AM - 8:00 AM	3:00 PM - 4:00 PM	4:45 PM - 5:45 PM
CR-33 at Access 2	7:00 AM - 8:00 AM	2:30 PM - 3:30 PM	4:45 PM - 5:45 PM
CR-33 at CR-52	7:00 AM - 8:00 AM	3:00 PM - 4:00 PM	4:00 PM - 5:00 PM

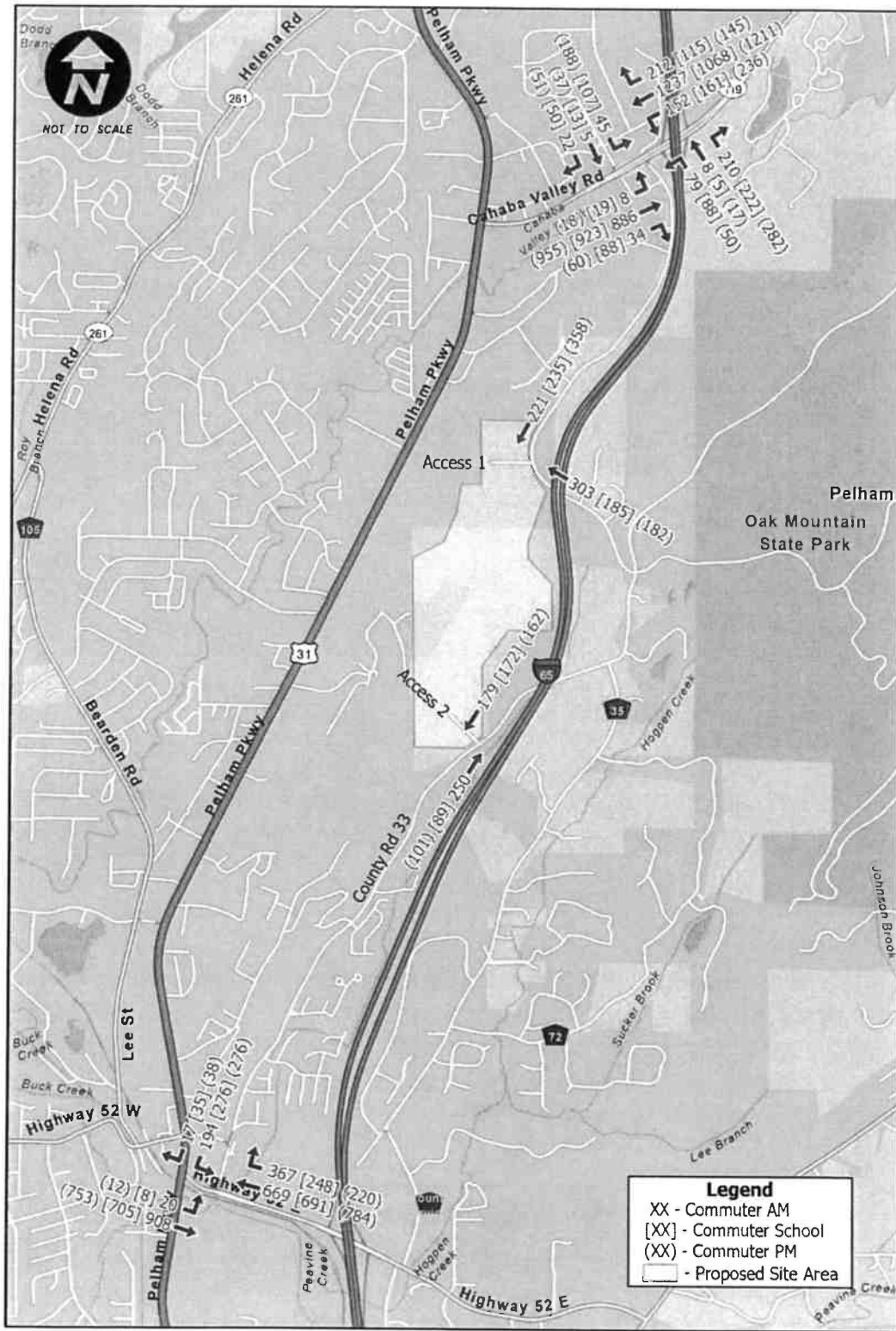


Figure 2: Existing Traffic Volumes

Existing Capacity Analysis and Levels of Service

Using the methods described in the *Highway Capacity Manual*, published by the Transportation Research Board, we analyzed the existing traffic conditions within the study area. According to this method of analysis, traffic capacities are expressed as levels of service (LOS) ranging from "A" to "F." A detailed description of each LOS designation is included in Appendix C. Full printouts of the existing conditions capacity analysis are provided in Appendix D, with the results summarized in Table 2. The existing signal timings and coordination patterns were used for this analysis. The signalized intersections were analyzed as though they were independent of other signals along their respective corridors; therefore, the queues experienced along both AL-119 and CR-52 during some peak hours may not be fully reflected in the LOS results, due to the queuing of other nearby traffic signals.

Table 2: Existing Levels of Service

Intersection	Approach		Level of Service (LOS)		
			Commuter AM Peak	School PM Peak	Commuter PM Peak
AL-119/Cahaba Valley Road at Oak Mountain Park Road (signalized)	EB	AL-119/Cahaba Valley Rd	A	B	B
	WB	AL-119/Cahaba Valley Rd	A	A	B
	NB	Oak Mountain Park Rd	F	F	E
	SB	Drivers Mart Way	E	E	E
	<i>Intersection LOS</i>		B	B	C
CR-33 at CR-52 (signalized)	EB	CR-52	A	A	A
	WB	CR-52	B	B	C
	SB	CR-33	E	F	F
	<i>Intersection LOS</i>		B	C	C

According to the existing conditions capacity analysis, LOS E and F are currently present along each of the side street approaches to the signalized intersections during the peak hours.

Future “Build” Traffic Conditions

Description of Proposed Development

The site is proposed to contain a total of 193 single family lots. The primary access (Access 1) will be on State Park Road, serving the subdivision portion of the development. There will be a gated access connecting the subdivision to the estate lots. There will be a gated driveway (Access 2) on CR-33 serving the estate lots only. Both proposed accesses are expected to be full-access driveways. The proposed site layout is shown in Figure 3. The full site plan is provided in Appendix A.

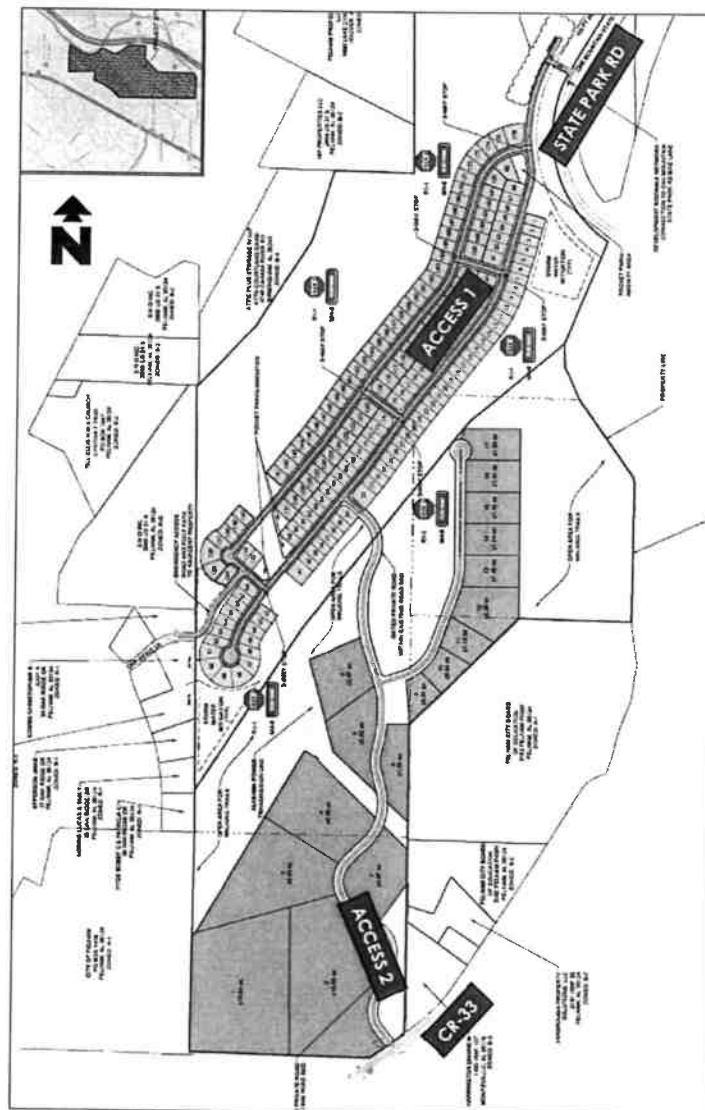


Figure 3: Proposed Site Layout

Trip Generation Estimates

Sain Associates estimated the number of vehicle trips to be generated by the proposed development using the methods outlined in the Institute of Transportation Engineers' (ITE) publication *Trip Generation* (12th Edition). Traffic generated by a proposed development is often classified in two ways: new trips or pass-by trips. New trips are defined as vehicles whose primary destination is the proposed development; these trips are assumed to return to the same direction in which they arrived. Pass-by trips are defined as vehicles that stop into a development while headed to another destination. For the proposed residential development, there were assumed to be no pass-by trips during the peak study hours.

A detailed summary of the trip generation estimates used for the proposed development is shown in Table 3.

Table 3: Trip Generation Estimate

Land Use	Land Use Code	Quantity	Independent Variable	Commuter AM Peak		School PM Peak		Commuter PM Peak	
				IN	OUT	IN	OUT	IN	OUT
Single-Family Detached Housing	210	176	Dwelling Units	33	91	84	53	100	62
		17	Dwelling Units	5	12	10	6	12	7
<i>Total</i>				38	103	94	59	112	69

Site-Generated Traffic Distribution

The directional distribution of the new trips expected to be generated by the development was estimated based on the existing traffic patterns within the study area. The new trip distributions are illustrated in Figure 4.

Using the aforementioned patterns of distribution, Sain Associates assigned the site-generated trips to the site's proposed access system. The assigned volumes were then added to the existing traffic volumes in order to produce future traffic volumes.

The trips projected to be generated by the proposed development are illustrated in Figure 5. The combined future traffic volumes are illustrated in Figure 6.

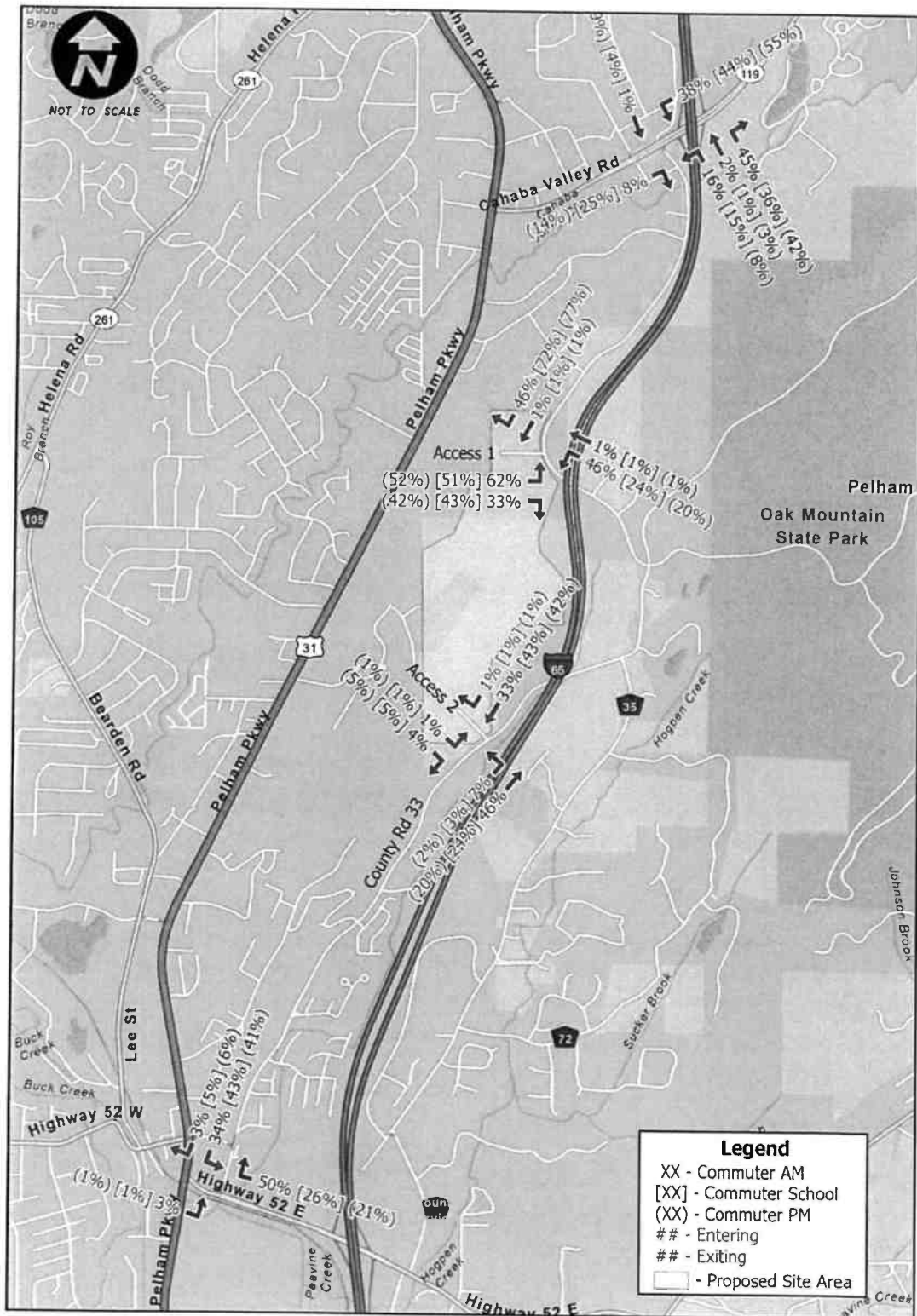


Figure 4: New Trip Distribution

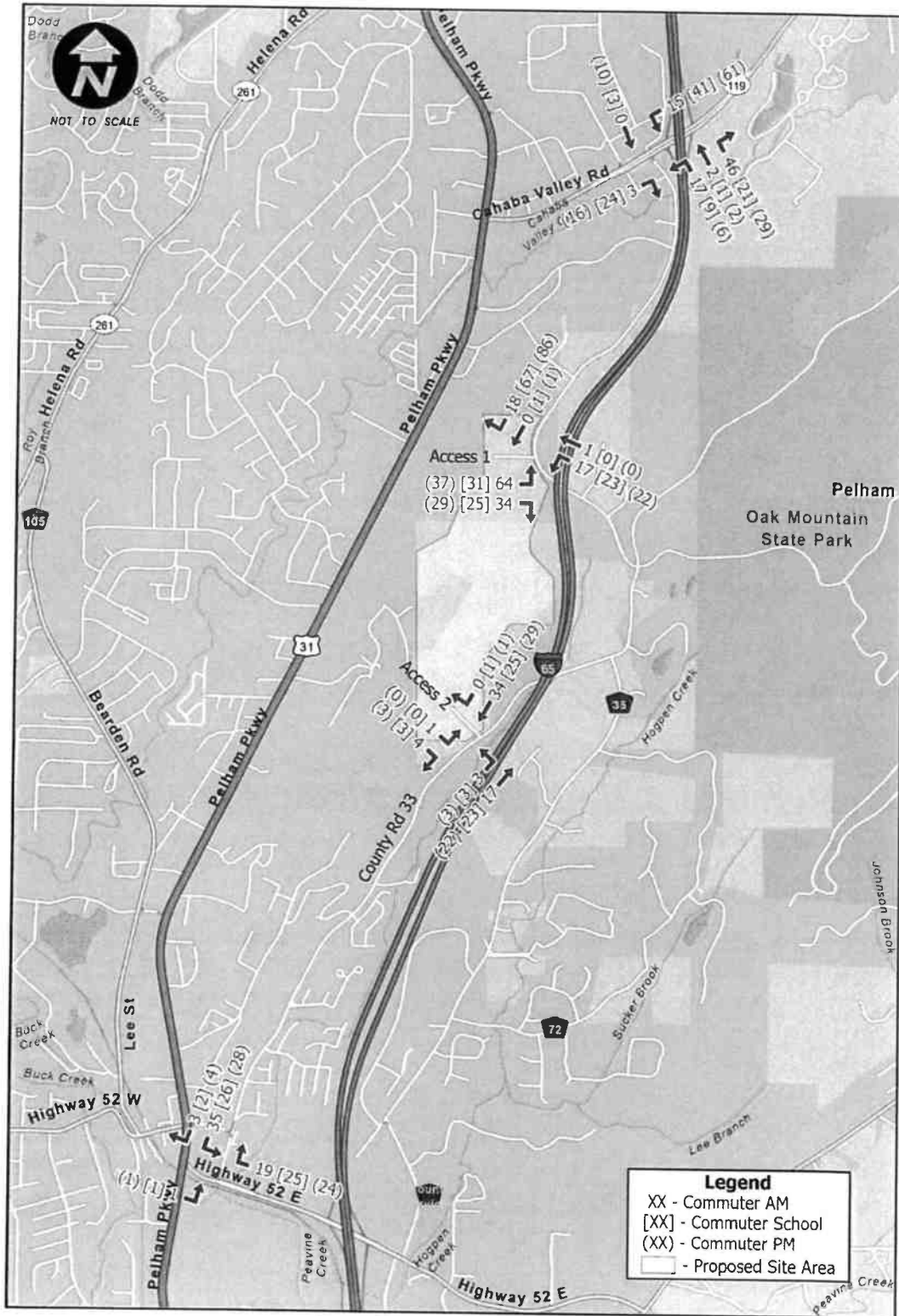


Figure 5: Site-generated Trips

Future “Build” Capacity Analysis and Levels of Service

Using the *Highway Capacity Manual* methods previously described, the future conditions were analyzed at the study intersections. The resulting LOS is summarized in Table 4. Full printouts of the future conditions capacity analysis are provided in Appendix E.

Table 4: Future Levels of Service

Intersection	Approach	Level of Service (LOS)		
		Commuter AM Peak	School PM Peak	Commuter PM Peak
AL-119/Cahaba Valley Road at Oak Mountain Park Road (signalized)	EB AL-119/Cahaba Valley Rd	A	B	B
	WB AL-119/Cahaba Valley Rd	A	B	B
	NB Oak Mountain Park Rd	F	F	E
	SB Drivers Mart Way	E	E	E
	Intersection LOS	B	B	C
CR-33 at CR-52 (signalized)	EB CR-52	A	A	A
	WB CR-52	B	B	C
	SB CR-33	F	F	F
	Intersection LOS	C	C	C
State Park Road at Access 1 (unsignalized)	WB Access 1	B	B	B
	NB State Park Rd	A	A	A
	SB State Park Rd	A	A	A
CR-33 at Access 2 (unsignalized)	EB Access 2	B	A	A
	NB CR-33	A	A	A
	SB CR-33	A	A	A

According to the future conditions capacity analysis, LOS E and F are expected to continue along each of the side street approaches to the signalized intersections during the peak hours. The proposed accesses are expected to operate with LOS B or better during each peak hour.

Additionally, a queue length analysis was performed for the signalized intersections. The projected 95th percentile queue lengths for the existing and future conditions are summarized in Table 5 and Table 6, respectively. The projected change in 95th percentile queue length following development is summarized in Table 7. Additional queue length information is provided in Appendix E.

Table 5: 95th Percentile Queue Lengths - Existing

Intersection	Approach	Existing 95 th Percentile Queue Lengths (ft)			
		Commuter AM Peak	School PM Peak	Commuter PM Peak	
AL-119/Cahaba Valley Road at Oak Mountain Park Road (signalized)	EB AL-119/Cahaba Valley Rd	L	5	10	13
		T	288	315	393
		R	18	53	45
	WB AL-119/Cahaba Valley Rd	L	60	78	165
		T	340	338	488
		R	100	63	105
	NB Oak Mountain Park Rd	L	200	215	108
		TR	20	10	33
	SB Drivers Mart Way	L	103	225	445
		TR	60	133	205
CR-33 at CR-52 (signalized)	EB CR-52	L	8	5	8
		T	208	178	215
	WB CR-52	TR	435	513	643
	SB CR-33	L	375	495	543
		R	0	0	0

Table 6: 95th Percentile Queue Lengths - Future

Intersection	Approach	Future 95 th Percentile Queue Lengths (ft)			
		Commuter AM Peak	School PM Peak	Commuter PM Peak	
AL-119/Cahaba Valley Road at Oak Mountain Park Road (signalized)	EB AL-119/Cahaba Valley Rd	L	5	10	13
		T	313	335	395
		R	23	73	58
	WB AL-119/Cahaba Valley Rd	L	73	108	268
		T	368	350	490
		R	110	65	105
	NB Oak Mountain Park Rd	L	233	230	123
		TR	23	13	38
	SB Drivers Mart Way	L	100	225	445
		TR	58	138	228
CR-33 at CR-52 (signalized)	EB CR-52	L	10	5	8
		T	225	183	225
	WB CR-52	TR	453	520	658
	SB CR-33	L	445	543	598
		R	0	0	0

Table 7: 95th Percentile Queue Lengths – Projected Change

Intersection	Approach		Change in 95th Percentile Queue Lengths (ft)			
			Commuter AM Peak	School PM Peak	Commuter PM Peak	
AL-119/Cahaba Valley Road at Oak Mountain Park Road (signalized)	EB	AL-119/Cahaba Valley Rd	L	0	0	0
			T	25	20	2
			R	5	20	13
	WB	AL-119/Cahaba Valley Rd	L	13	30	103
			T	28	12	2
			R	10	2	0
	NB	Oak Mountain Park Rd	L	33	15	15
			TR	3	3	5
	SB	Drivers Mart Way	L	-3	0	0
			TR	-2	5	23
CR-33 at CR-52 (signalized)	EB	CR-52	L	2	0	0
			T	17	5	10
	WB	CR-52	TR	18	7	15
	SB	CR-33	L	70	48	55
			R	0	0	0

Future “Build” Turn Lane Warrant Analysis

Utilizing the information contained in NCHRP Report 457, turn lane warrant analyses were performed using the projected future traffic volumes. The inputs and results from these warrants are summarized in Tables 8 and 9. Full printouts of the future conditions turn lane warrant analysis are provided in Appendix F.

Table 8: Right Turn Lane Warrant Evaluation

Intersection	Direction	Peak Period	INPUT		OUTPUT	
			Advancing Volume (VPH)	Turning Volume (VPH)	Minimum Turning Volume (VPH)	Meets Warrant Volume Threshold?
State Park Road at Access 1	SB right turn lane	AM	239	18	500+	NO
		SCH	303	67	330	NO
		PM	445	86	120	NO
CR-33 at Access 2	SB right turn lane	AM	213	0	500+	NO
		SCH	198	1	500+	NO
		PM	192	1	500+	NO

According to the future conditions right turn lane warrant analysis, the projected southbound right turn volumes at the proposed access points do not meet the minimum volume thresholds for warranting right turn lanes.

Table 9: Left Turn Lane Warrant Evaluation

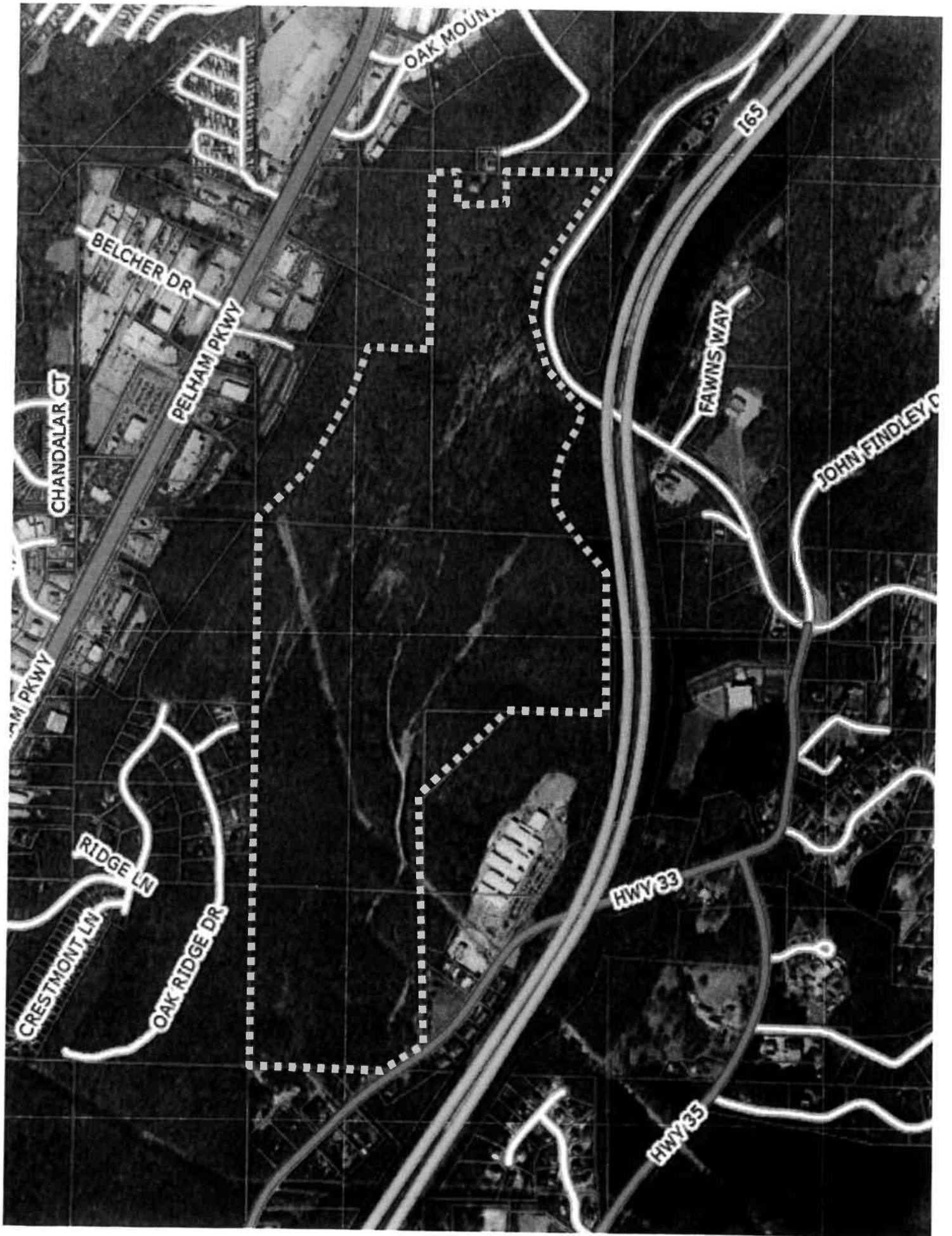
Intersection	Direction	Peak Period	INPUT			OUTPUT	
			Advancing Volume (VPH)	Opposing Volume (VPH)	Turning Volume (VPH)	Minimum Advancing Volume (VPH)	Meets Warrant Volume Threshold?
State Park Road at Access 1	NB left turn lane	AM	321	239	17	500+	NO
		SCH	208	303	23	391	NO
		PM	204	445	22	336	NO
CR-33 at Access 2	NB left turn lane	AM	270	213	3	500+	NO
		SCH	115	198	3	500+	NO
		PM	126	192	3	500+	NO

According to the future conditions left turn lane warrant analysis, the projected northbound left turn volumes at the proposed access points do not meet the minimum volume thresholds for warranting left turn lanes.

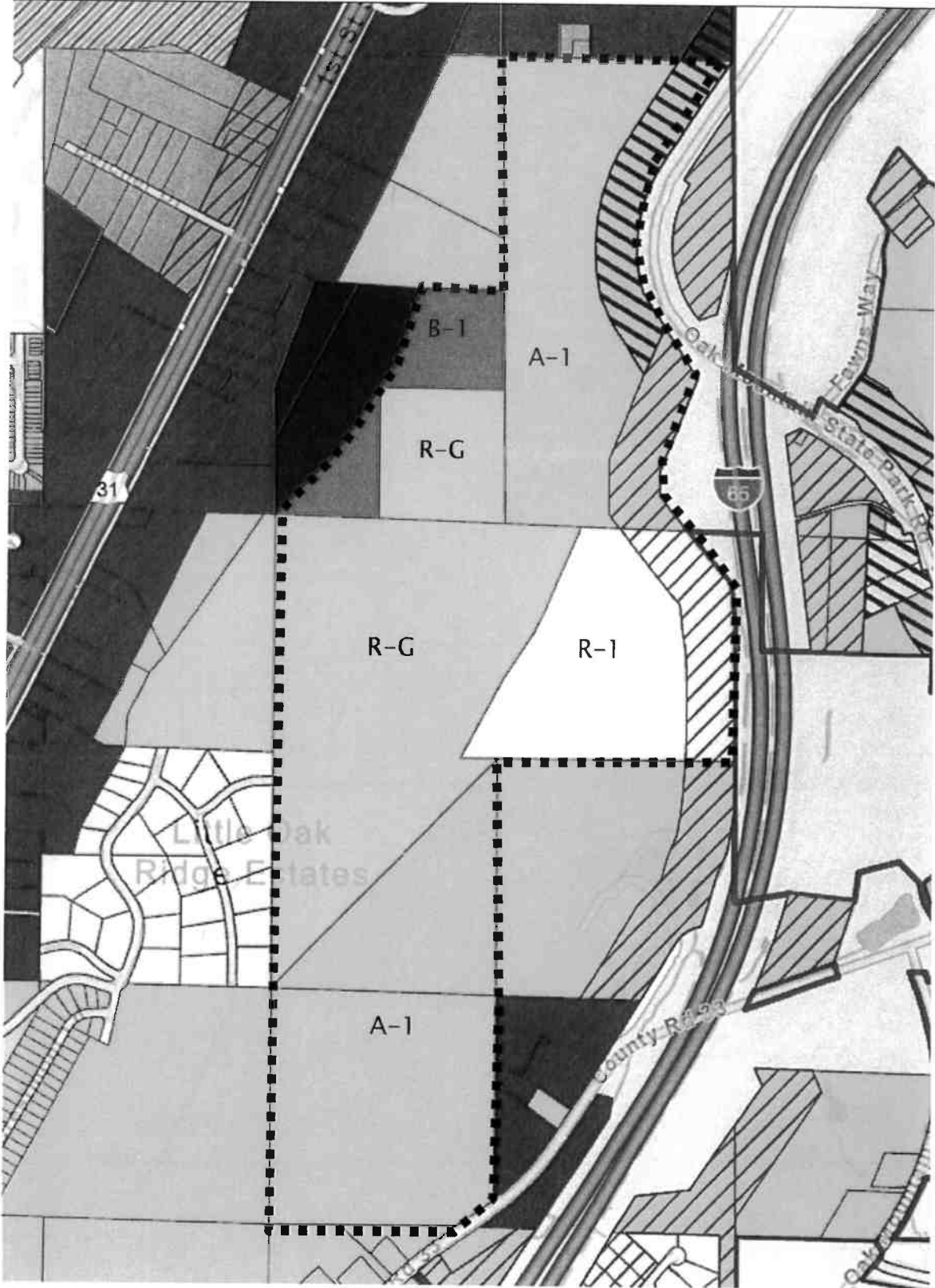
Conclusions/Recommendations

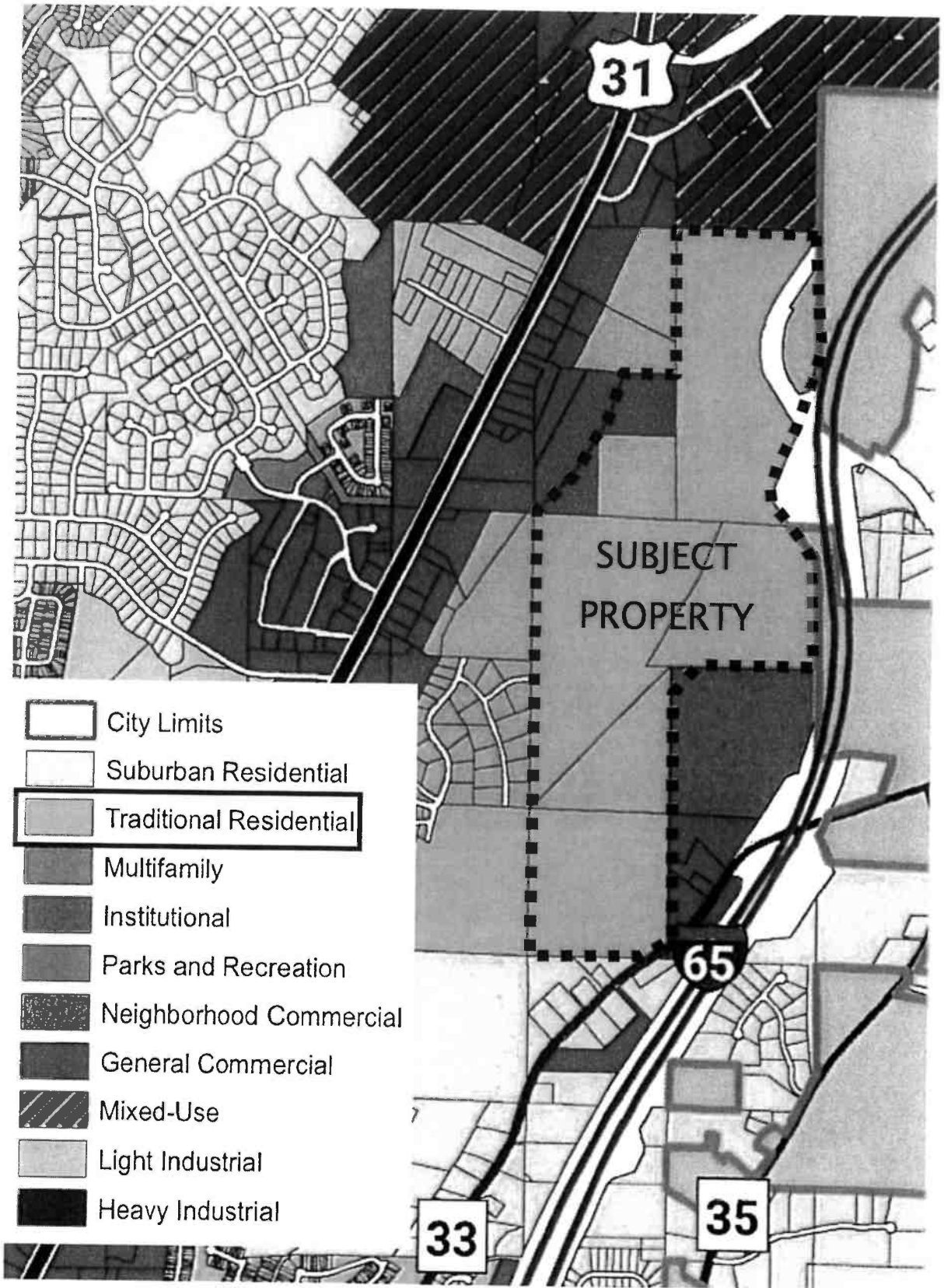
Based on the observations and analysis documented in this report, Sain Associates makes the following conclusions/recommendations:

- According to the existing conditions capacity analysis, LOS E and F are currently present along each of the side street approaches to the signalized intersections during the peak hours. Under the projected future conditions analysis, there are no additional approaches with a LOS E or LOS F.
- The proposed accesses are expected to operate with LOS B or better during each peak hour.
- No right or left turn lanes are warranted for the site access points.
- The primary subdivision accesses for the proposed development should be constructed with one entering lane and one exiting lane.



ZONING MAP - OAK MOUNTAIN STATE PARK ROAD DEVELOPMENT







March 4, 2026

The City of Pelham
c/o Pelham Planning Commission
3162 Pelham Parkway
Pelham, AL 35124


Re: Oak Mountain State Park Road-Examples of Proposed Homes

To Whom it May Concern,

Enclosed you will find photos of various houses that have been constructed within other Harris Doyle developments in Pelham. During a meeting with the City Manager, we explained to him that the proposed homes within the subject property would be constructed similar to these. Further, all proposed homes include full and partial masonry elevations, painted brick elevations, and painted fiber cement elevations. These options give the home buyer a variety of choices for personal preference when selecting materials and colors for their new home. Additionally, these options create a more attractive, custom streetscape within the neighborhood.

Do not hesitate to contact me with any questions related to this anticipated schedule. I may be reached at 205-403-9158 or via email at wade@edgalabama.com.

Sincerely,
Engineering Design Group, LLC

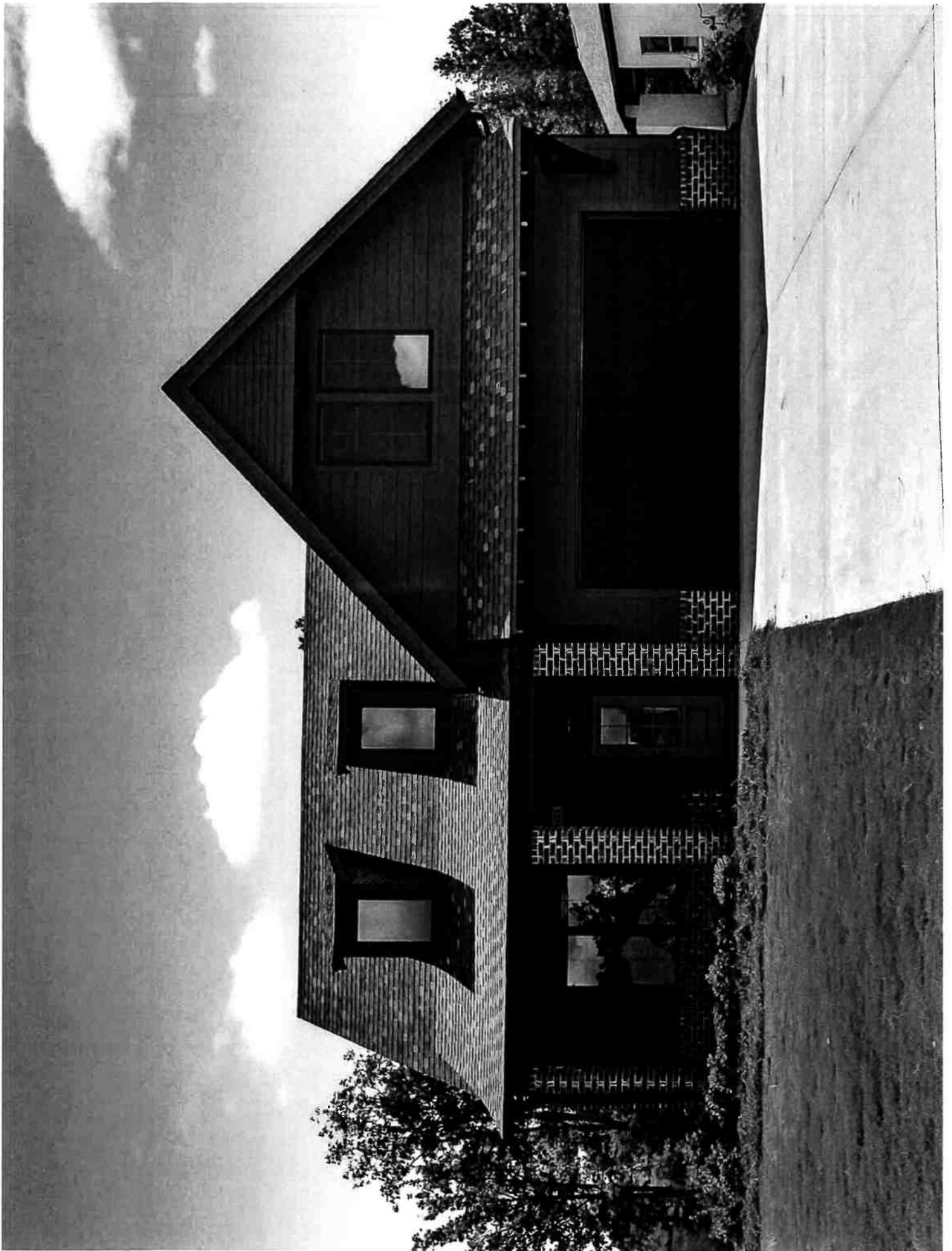


Wade H. Lowery, P.E., License No. 27002

Cc: Brooks Harris, Jerry Howard-Harris Doyle Homes

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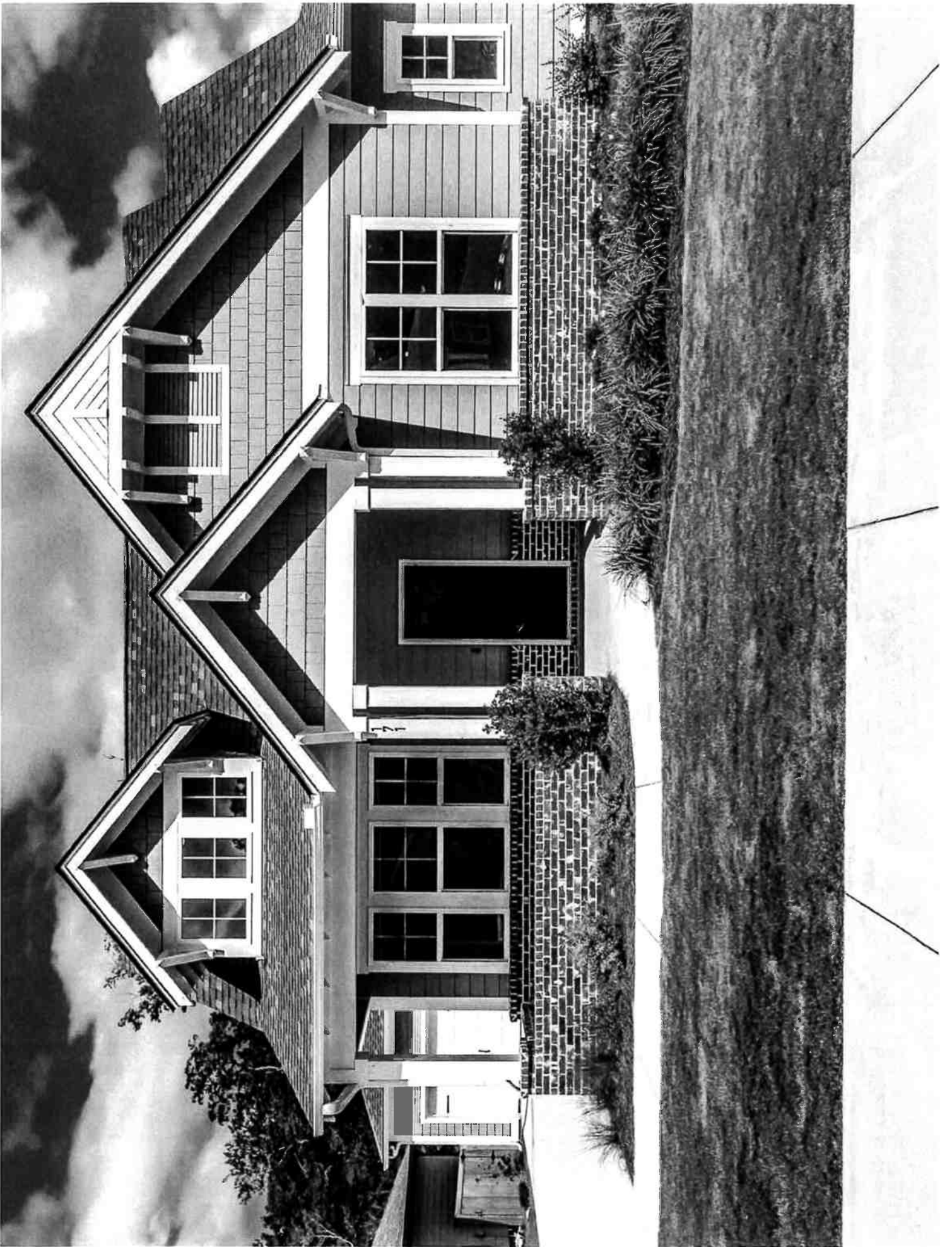


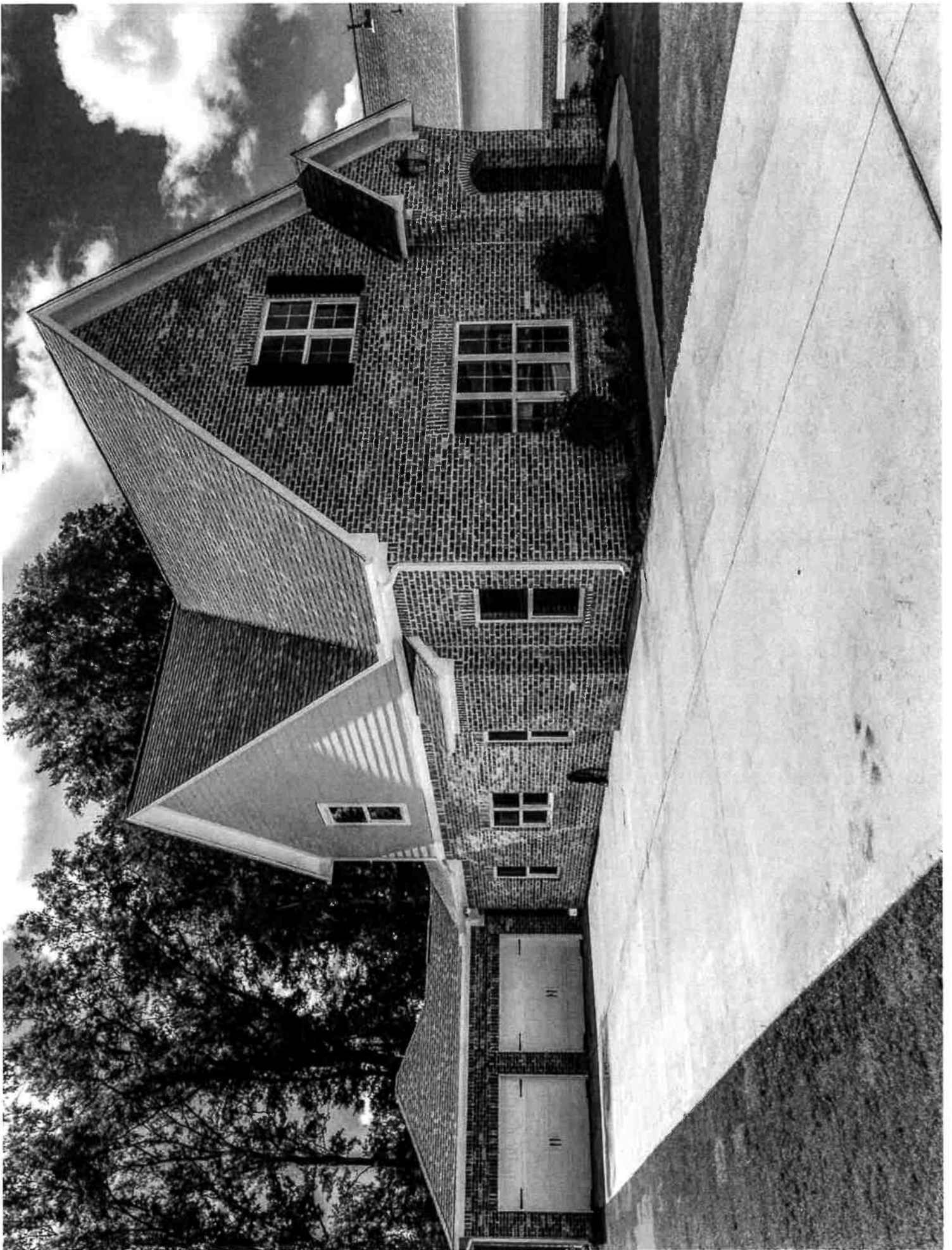


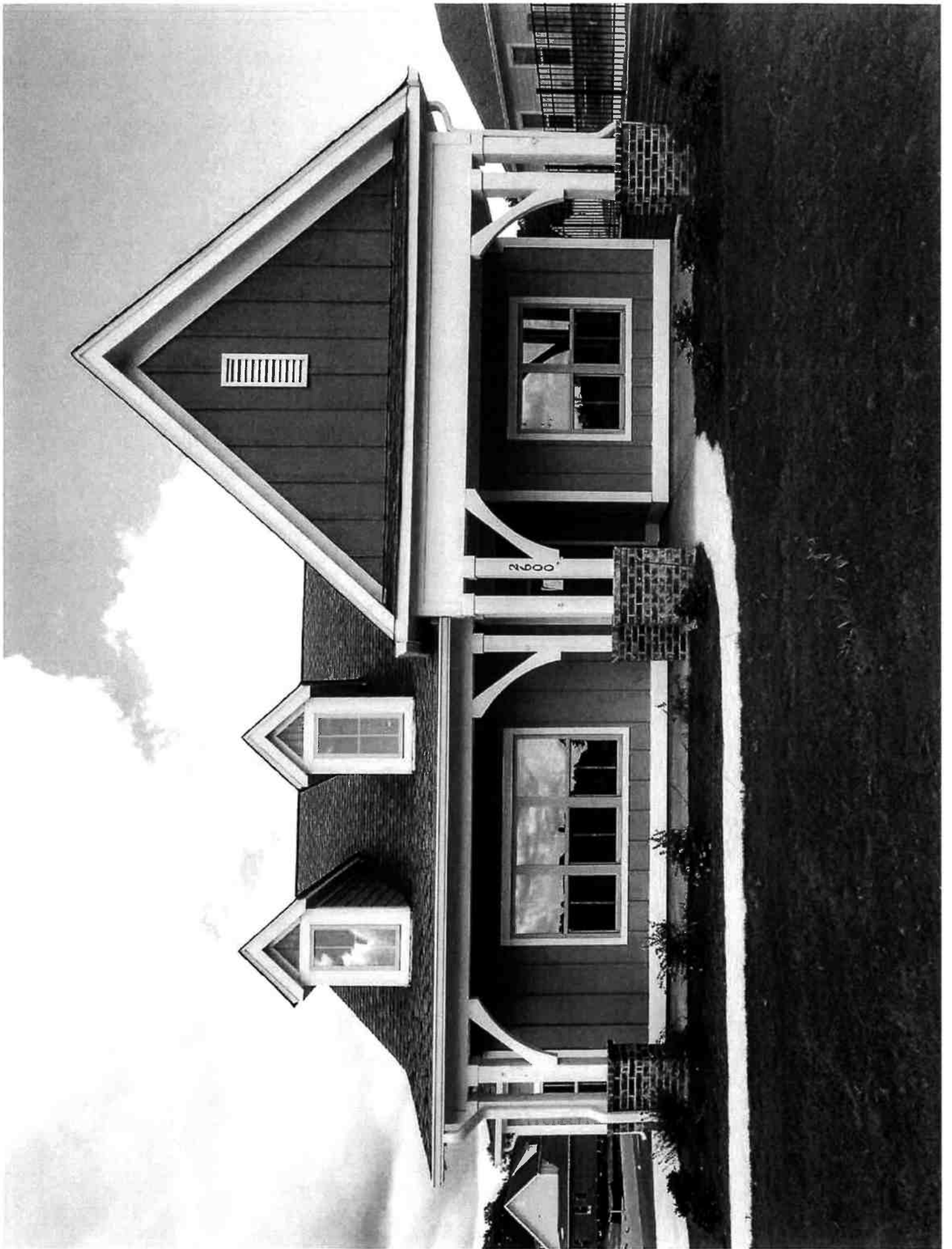












RESOLUTION 2026-07-09-09

Authorizing a Purchase Agreement with Three M Karts & Mowers and Authorizing the Trade-In of Surplus Equipment

WHEREAS, the City of Pelham has determined that certain mowing equipment is needed for Parks & Recreation operations; and

WHEREAS, Three M Karts & Mowers, an established vendor located within the City of Pelham, has submitted a quotation for the purchase of six Exmark Lazer Z X-Series mowers and related equipment, as more fully described in the quotation attached hereto; and

WHEREAS, the quotation reflects pricing through OMNIA Contract No. 20469, with a total equipment price of \$108,048.90; and

WHEREAS, the quotation includes a trade-in allowance of \$29,050.00 for certain surplus City equipment, resulting in a total purchase amount of \$78,998.90; and

WHEREAS, the City Council finds the proposed purchase, including the trade-in of surplus equipment, is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pelham, Alabama, that the quotation from Three M Karts & Mowers, attached hereto, is hereby approved and that the City equipment identified is declared surplus and authorized for trade-in as part of the purchase.

BE IT FURTHER RESOLVED by the City Council of the City of Pelham, Alabama that the total amount authorized for the purchase after application of the trade-in allowance shall not exceed \$78,998.90.

BE IT FURTHER RESOLVED by the City Council of the City of Pelham, Alabama that the Mayor, and/or their designee, on behalf of the City, are hereby authorized to execute any documents and take all actions necessary to complete the purchase and trade-in transaction.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-07-09-09 be given vote, and said Resolution passed by a unanimous vote of the Council present, and the President Pro Tempore of the Council declared the same passed and adopted.

ADOPTED this 9th day of July 2026.

Markus Hal Snowden
President Pro Tempore 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 9th day of July 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 9th day of July 2026.

Jonathan Seale, CMC City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

To: Gretchen DiFante
City Manager

From: Grant Sasser
Deputy Director Of Public Works

Date: June 29th, 2026

Subject: Surplus Equipment for trade in

Parks and Recreation would like to surplus the following equipment to be traded in towards new equipment:

□

YEAR	SERIAL#	MODEL	MAKE
2020	409157729	31900	Toro Groundsmaster
2020	409157746	31900	Toro Groundsmaster
2016	312001335	0.7367	Toro Workman
2021	409168962	LZX921GKA72600	Exmark Z Mower 72
2021	409023142	LZX921GKA72600	Exmark Z Mower 72
2021	409023141	LZX801GKA60600	Exmark Z Mower 60
2021	315658512	LZX801GKA60600	Exmark Z Mower 60
2015	315652513	TTX691GKA52400	Exmark Walk 52

Q U O T A T I O N

PAGE: 1



PHONE #:
 CELL #: (205)240-4777
 ALT. #: Ext: Joe
 P.O.#:
 TERMS: Net 10th EOM
 SALES TYPE: Quote

DATE: 6/19/2026
 ORDER #: 260883
 CUSTOMER #: 1012
 CP: SM
 LOCATION: 1
 STATUS: Active

BILL TO 1012

City of Pelham
 PO Box 1419
 Pelham, AL 35124

SHIP TO

City of Pelham
 PO Box 1419
 Pelham, AL 35124

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
EXM	LRX921GKA726Q1	Lazer Z X-Series 31 HP Kaw FX921V w/ 72" UltraCut Series 6 D	6	\$19,899.00	\$18,008.15	\$108,048.90
EXM	MK726	KIT,MULCH 726	6	\$575.99	\$0.00	\$0.00
MISC	C4351R	COOL TOPFAN AND CANOPY 43"X51" RED	6	\$1,299.00	\$0.00	\$0.00
****	TRADE-IN	Trade-In Allowance	-1	\$29,050.00	\$29,050.00	(\$29,050.00)
PRICE BASED ON OMNIA CONTRACT #20469						

Prices reflected on this quote are valid for 30 days.

SUBTOTAL: **\$78,998.90**
 TAX: **\$0.00**
ORDER TOTAL: \$78,998.90

Authorized By: _____

RESOLUTION 2026-07-09-10

Authorizing the Utility Relocation Phase of the Highway 261 Widening Project and Approving Related Budget Adjustments

WHEREAS, the City of Pelham previously approved participation in the Valleydale Road and Highway 261 Widening Project, a multi-party project with the Alabama Department of Transportation (ALDOT), Shelby County, City of Helena, City of Hoover, and the City of Pelham, with the overall project estimated at \$40,000,000.00 and the City of Pelham's participation previously identified at \$675,000.00; and

WHEREAS, the City Council also previously approved ALDOT's design plans for the SR-261 widening project and authorized the project to proceed in accordance with those plans; and

WHEREAS, ALDOT has now approved the utility-consultant engineering agreements for relocation of City water and sewer facilities that conflict with the roadway project, and ALDOT's approval letters provide that eligible utility relocation costs are cost reimbursable, require adequate accounting records, and are subject to audit; and

WHEREAS, although the eligible relocation costs are expected to be reimbursed, City Council authorization is necessary to budget the project activity on a gross basis because the City must authorize the expenditures, recognize reimbursement revenue, record accounts receivable as reimbursements are earned, and maintain the required audit trail; and

WHEREAS, the reimbursable portion of the utility relocation work is expected to be net-zero to the City, but it is not zero-activity from an accounting or budget-control standpoint; and

WHEREAS, the sewer relocation estimate identifies no betterment and is expected to be reimbursed by the State for 100% of the related construction and engineering costs; and

WHEREAS, the water relocation estimate includes a non-reimbursable betterment component, with the City's estimated utility share identified at \$350,171.43; and

WHEREAS, the City is currently undertaking a major PVC water main replacement project to improve long-term water system reliability, capacity, and service delivery; and

WHEREAS, the proposed water betterment work is consistent with and complementary to the City's ongoing water main replacement efforts, and completing the improvement as part of the Highway 261 utility relocation phase while ALDOT's roadway widening work is already underway in the corridor is recommended; and

WHEREAS, completing the betterment work during the relocation phase will allow the City to coordinate the improvement with the State's project, avoid duplicative construction activity, reduce future disruption in the corridor, and prevent the City from relocating facilities now only to return later to upgrade the same infrastructure; and

WHEREAS, estimates for completing this work after the Highway 261 widening project is finished could cost nearly three times as much as completing it during the current relocation phase.

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

1. The next phase of the Highway 261 Widening Project related to water and sewer utility relocation is hereby authorized.
2. The City's budget is hereby amended to increase the appropriate project expenditure accounts and increase the appropriate reimbursement revenue accounts to recognize the reimbursable utility relocation costs on a gross budget basis.
3. The City Council hereby appropriates \$350,171.43 from the Water/Sewer Fund for the City's non-reimbursable water betterment share.
4. The City Manager, Finance Director, City Clerk/Treasurer, Director of Development Services & Public Works, and/or their designees are authorized to take all actions necessary to carry out the intent of this Resolution, including making such budgetary and general ledger adjustments as may be required.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-07-09-10 be given vote, and said Resolution passed by a unanimous vote of the Council present and the President Pro Tempore of the Council declared the same passed and adopted.

ADOPTED this 9th day of July 2026.

Markus Hal Snowden
President Pro Tempore 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 9th day of July 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 9th day of July 2026.

Jonathan Seale, CMC City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

Revenue Department
205.620.6480

MEMORANDUM

TO: Gretchen DiFante, City Manager

FROM: Jamie Wagner, Finance Director; Andre Bittas, DSPW Director

DATE: June 29, 2026

SUBJECT: Highway 261 Widening Project – Utility Relocation Phase and Budget Adjustment Authorization

Recommendation

Staff recommends Council authorize the next phase of the Highway 261 Widening Project related to water and sewer utility relocation and approve the necessary budget adjustment. This action will recognize the reimbursable utility relocation costs on a gross budget basis and separately authorize the City's non-reimbursable betterment cost needed to support continued growth and long-term utility capacity in the area.

Background

The City previously approved participation in the Valleydale Road and Highway 261 Widening Project, a multi-party project with ALDOT, Shelby County, Helena, Hoover, and Pelham. The overall project was estimated at \$40,000,000, with the City of Pelham's participation identified at \$675,000. Council also previously approved ALDOT's design plans for the SR-261 widening project and authorized the project to proceed in accordance with those plans.

ALDOT has now approved the utility-consultant engineering agreements for relocation of City water and sewer facilities that conflict with the roadway project. ALDOT's approval letters state that the work is cost reimbursable, requires adequate accounting records, and is subject to audit.

Budget Adjustment

Although the eligible relocation costs are expected to be reimbursed, Council authorization is still needed to budget the project activity. The reimbursable portion is expected to be net-zero to the City, but it is not zero-activity from an accounting or budget-control standpoint. The City must authorize the expenditures, recognize reimbursement revenue, record accounts receivable as reimbursements are earned, and maintain the required audit trail.

The sewer relocation estimate identifies no betterment, and the State reimburses 100% of the construction and engineering costs. The water relocation estimate includes betterment, with the City's estimated utility share identified at \$350,171.43.

Betterment Justification

The betterment portion is a City-funded improvement beyond the reimbursable relocation requirement. Staff recommends completing this improvement as part of the relocation phase because the Highway 261 corridor continues to experience growth, and the upgraded water infrastructure will help sustain long-term service capacity and reliability. Performing the betterment now avoids relocating facilities for the roadway project and then returning later to upgrade the same infrastructure.

Requested Council Action

Staff requests Council approval to amend the budget by increasing project expenditure accounts, increasing reimbursement revenue accounts, and appropriating \$350,171.43 from the Water/Sewer Fund for the City's non-reimbursable water betterment share.

Staff further requests authorization for the City Manager, Finance Director, Director of Development Services and Public Works, and other appropriate City officials to execute the necessary budgetary, accounting, reimbursement, and project-related actions.



Kay Ivey
Governor

ALABAMA
DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION
100 Corporate Parkway - SUITE 460
Hoover, ALABAMA 35242
P.O. Box 382348
BIRMINGHAM, AL 35238-2348
TELEPHONE: (205) 327-4962



John R. Cooper
Transportation Director

March 6, 2026

Mr. Andre' Bittas
Director of Development Services & Public Works
City of Pelham
P.O. Box 1479
Pelham, AL 35124

Re: Shelby County
Project No. **RP-STPAA-STPBH-7112(003)**
Additional Lanes on SR-261 From Bearden Road
to SR-3 (US-31) Grade, Drain, Base Pave,
Retaining Walls, Signals

Mr. Bittas:

Please find the attached copy of the approved **Utility-Consultant Engineer Agreement** between the **City of Pelham - Sewer and Municipal Consultants, Inc.** covering engineering services for the relocation of sewer facilities that are in conflict with construction of the above referenced project. The **State Office Engineer's Approval** date is **March 4, 2026**.

We respectfully request that you notify your consultant of this approval and advise them of their responsibility to maintain adequate accounting records to support all costs charged to this project. Since this is a cost reimbursable project, all costs charged to the project are subject to audit under the Federal Acquisition Regulations, Part 31.

Please remind your consultant that they should be performing all necessary investigations, including obtaining any required depths, elevations, and/or field locates, to assure that their design is feasible, will clear all potential conflicts with the anticipated roadway construction, will clear any other utilities within the project limits, and will tie at the locations they indicate on the drawings.


Your consultant should also be reminded that it is required that all request regarding eligible costs for reimbursement be submitted to the Department of Transportation within six (6) months following completion and final acceptance of the work. Failure to provide an invoice within this allowable time may result in the closure of this project account. Upon closure of this project's account, no invoices can be considered for reimbursement.

Page 2 of 2
Mr. Andre' Bittas
March 6, 2026
Re: Project No. RP-STPAA-STPBH-7112(003)

If additional information or clarification is needed, please feel free to contact this office at your convenience.

Sincerely,

DeJarvis Leonard, P.E.
East Central Region Engineer

By: 
Steven M. Corley, P.E.
Assistant Region Engineer,
Pre-Construction

DL/SMC/MAB/KCM

Attachments

c: Ms. Maqueshia Brown
Mr. Tim Wallace
Mr. Todd Connell
Mr. Sean Frank
file



ALABAMA DEPARTMENT OF TRANSPORTATION

Right-of-Way Bureau - Utility Section
1409 Coliseum Boulevard, Montgomery, Alabama 36110
P. O. Box 303050, Montgomery, Alabama 36130-3050
Phone: 334-242-6155 Fax: 334-353-6509



Kay Ivey
Governor

John R. Cooper
Transportation Director

March 5, 2026

Mr. DeJarvis Leonard, P.E., East Central Region Engineer
Alabama Department of Transportation
100 Corporate Parkway Suite 450
Hoover, Alabama 35242

ATTN: Kristopher McCord– Utility Manager

RE: Project No. RP-STPAA-STPBH-7112(003)
ADDITIONAL LANES ON SR-261 FROM BEARDEN ROAD TO SR-3 (US-31).
Shelby County

Attached is the approval letter for an engineering agreement between the **City of Pelham - Sewer** and their consultant **Municipal Consultants, Inc.**. Please inform the parties of the approval.

The **State Office Engineer** approval date is **March 4, 2026**.

The Consultant should be advised to adequately maintain accounting records for the cost of charges to the project are required as part of the agreement. Since this is a cost reimbursable project, all costs charged to the project are subject to audit under the Federal Acquisition Regulations Part 31.

Please ask the utility to request that their consultant prepare and submit the final utility assembly at the earliest possible date, so that we can meet the proposed highway letting schedule.

Sincerely,

Philip A. Shamburger
Right-of-Way Bureau Chief

BY: 
Sean M. Frank, P.E.
State Utilities Engineer

PAS/SMF/ahh
Attachments

cc: Mr. Joe H. Lister, P.E. – Office Engineer
Mrs. Rosie Fagg – External Audit (w/attach)
File



ALABAMA DEPARTMENT OF TRANSPORTATION

Right-of-Way Bureau - Utility Section
1409 Coliseum Boulevard, Montgomery, Alabama 36110
P. O. Box 303050, Montgomery, Alabama 36130-3050
Phone: 334-242-6155 Fax: 334-353-6509



Kay Ivey
Governor

John R. Cooper
Transportation Director

MEMORANDUM

DATE: February 26, 2026

TO: Mr. Joe H. Lister, P.E.
Office Engineer

ATTN: Mr. Michael Hora, P.E.

FROM: Philip A. Shamburger
Right of Way Bureau Chief

BY: Sean M. Frank, P.E. *Sean M. Frank*
State Utilities Engineer

RE: Project No. RP-STPAA-STPBH-7112(003)
ADDITIONAL LANES ON SR-261 FROM BEARDEN ROAD TO SR-3
(US-31)
Shelby County

Attached for further handling are two (2) copies of a **Utility-Consultant Engineering Agreement** between **City of Pelham - Sewer** and their consultant **Municipal Consultants, Inc.**

This Agreement stipulates Engineering costs as follows:

Phase I	\$	51,553.09	
Phase II	\$	96,099.84	
Phase III	\$	78,680.43	
TOTAL (Including Profit)	\$	<u>226,333.36</u>	100%

The estimated cost of the utility relocation is **\$1,780,000.00**. The consultant's fixed fee for profit is ten (10) percent of the cost.

This Office has reviewed this contract and recommends approval.

PAS/SMF/ahh

Attachments

cc: DeJarvis Leonard, P.E. East Central Region Engineer
ATTN: Kristopher McCord, Utility Manager – Birmingham Area
File

Utility Relocation Estimate

Date: February 13, 2026

Project: RP-STPAA-STPBH-7112(003) County: Shelby

Name of Utility: City of Pelham

Address: 3162 Pelham Parkway City Pelham State AL Zip 35124

If the Utility is regulated by a State or Federal Agency, please list the Agency:
ADEM

Submitted By:		
<u>Andre' Bittas</u>	<u>Dir. of Dev. Services & Public Work</u>	<u>(205) 620-6413</u>
NAME	TITLE	TELEPHONE
ADDRESS (If different from above):		
Address: _____	City _____	State <u>AL</u> Zip _____

(Please list the name, address and telephone number of the Utility's representative in responsible charge of work if different from above):

NAME	TITLE	Telephone
Address: _____	_____	State <u>AL</u> Zip _____

Number of calendar days from receipt of Notice to Proceed to beginning of relocation: 180

Number of calendar days from beginning to completion or work, including cleanup: 365

The project has Betterment: N (Y/N)

Additional ROW is Required N (Y/N) If no, eliminate Page 3

A Consultant Engineer will be used Y (Y/N) If yes enter amount of Eng Agreement \$ 226,333.36
(If yes, substitute sheets from Engineering Agreement for Pages 4 & 5)

There is salvage value N (Y/N) If no, eliminate Pages 11 & 12

The gross receipts of this Utility () did, () did not exceed two hundred fifty (250) million dollars for the calendar year preceding the proposed relocation.

The method to be used to accomplish this relocation work is:

- (a) By UTILITY'S own forces
- (b) by Contract Let by the UTILITY
- (c) by existing, written continuing contract
- (d) by combination of the preceding (must be detailed within the estimate)
- (e) Work is to be included in the State contract

SUMMARY OF RELOCATION COSTS

	(A)¹	(B)²	
	IN-KIND ESTIMATE	ESTIMATE INCLUDING BETTERMENT	
1. Gross Estimated Construction Cost Only	\$ 1,780,000.00		
2. Less Salvage Credit (Show as zero if none)	\$ -	\$ -	
3. Less Other Credit (If Applicable)	\$ -	\$ -	
4. Total Estimated Construction Cost	\$ 1,780,000.00	\$ -	
5. Total Estimated Engineering Costs (Blank unless betterment is included.)	→		
6. State's Pro Rata Share of Costs (Line 4A divided by Line 4B) times 100%	→		100.00%
7. Utility's Pro Rata Share of Costs (100% - Line 6)	→		0.00%
8. Utility's Pro Rata Share of Construction	→		\$ -
9. Pro Rata Eng Cost (5B x Line 6, if betterment) (Utility's Share 5B x Line 7)	\$ 226,333.36		
10. Total Right-of-Way Acquisition Cost (If not 100% State Reimbursable please list accordingly)	\$ -	\$ -	\$ -
11. Utility's Share of (Const. + Eng. + ROW) Costs	→		\$ -
List the following totals on Page 2 of the SAHD No. 2 or No. 3 Agreement			
12. Total In-kind Cost	<u>\$ 2,006,333.36</u>		#3 Agree w/ betterment may have additional cost for E & I and Labor Additive
13. Total Cost Including Betterment		<u>\$ -</u>	

Notes 1. State pays 100% of construction cost and 100% of engineering cost for in-kind relocation.
2. State pays prorated construction costs and prorated engineering costs for relocation with betterment.



Kay Ivey
Governor

ALABAMA
DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION
100 Corporate Parkway - SUITE 450
Hoover, ALABAMA 35242
P.O. Box 382348
BIRMINGHAM, AL 35238-2348
TELEPHONE: (205) 327-4962



John R. Cooper
Transportation Director

March 6, 2026

Mr. Andre' Bittas
Director of Development Services & Public Works
City of Pelham
P.O. Box 1479
Pelham, AL 35124

Re: Shelby County
Project No. **RP-STPAA-STPBH-7112(003)**
Additional Lanes on SR-261 From Bearden Road
to SR-3 (US-31) Grade, Drain, Base Pave,
Retaining Walls, Signals

Mr. Bittas:

Please find the attached copy of the approved **Utility-Consultant Engineer Agreement** between the **City of Pelham - Water and Municipal Consultants, Inc.** covering engineering services for the relocation of water facilities that are in conflict with construction of the above referenced project. The **State Office Engineer's Approval** date is **March 4, 2026**.

We respectfully request that you notify your consultant of this approval and advise them of their responsibility to maintain adequate accounting records to support all costs charged to this project. Since this is a cost reimbursable project, all costs charged to the project are subject to audit under the Federal Acquisition Regulations, Part 31.

Please remind your consultant that they should be performing all necessary investigations, including obtaining any required depths, elevations, and/or field locates, to assure that their design is feasible, will clear all potential conflicts with the anticipated roadway construction, will clear any other utilities within the project limits, and will tie at the locations they indicate on the drawings.

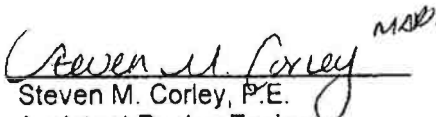
Your consultant should also be reminded that it is required that all request regarding eligible costs for reimbursement be submitted to the Department of Transportation within six (6) months following completion and final acceptance of the work. Failure to provide an invoice within this allowable time may result in the closure of this project account. Upon closure of this project's account, no invoices can be considered for reimbursement.

Page 2 of 2
Mr. Andre' Bittas
March 6, 2026
Re: Project No. RP-STPAA-STPBH-7112(003)

If additional information or clarification is needed, please feel free to contact this office at your convenience.

Sincerely,

DeJarvis Leonard, P.E.
East Central Region Engineer

By: 
Steven M. Corley, P.E.
Assistant Region Engineer,
Pre-Construction

DL/SMC/MAB/KCM
Attachments

c: Ms. Maqueshia Brown
Mr. Tim Wallace
Mr. Todd Connell
Mr. Sean Frank
file



ALABAMA DEPARTMENT OF TRANSPORTATION

Right-of-Way Bureau - Utility Section
1409 Coliseum Boulevard, Montgomery, Alabama 36110
P. O. Box 303050, Montgomery, Alabama 36130-3050
Phone: 334-242-6155 Fax: 334-353-6509



Kay Ivey
Governor

John R. Cooper
Transportation Director

March 5, 2026

Mr. DeJarvis Leonard, P.E., East Central Region Engineer
Alabama Department of Transportation
100 Corporate Parkway Suite 450
Hoover, Alabama 35242

ATTN: Kristopher McCord- Utility Manager

RE: Project No. RP-STPAA-STPBH-7112(003)
ADDITIONAL LANES ON SR-261 FROM BEARDEN ROAD TO SR-3 (US-31).
Shelby County

Attached is the approval letter for an engineering agreement between the **City of Pelham - Water** and their consultant **Municipal Consultants, Inc.** Please inform the parties of the approval.

The **State Office Engineer** approval date is **March 4, 2026**.

The Consultant should be advised to adequately maintain accounting records for the cost of charges to the project are required as part of the agreement. Since this is a cost reimbursable project, all costs charged to the project are subject to audit under the Federal Acquisition Regulations Part 31.

Please ask the utility to request that their consultant prepare and submit the final utility assembly at the earliest possible date, so that we can meet the proposed highway letting schedule.

Sincerely,

Philip A. Shamburger
Right-of-Way Bureau Chief

BY: 
Sean M. Frank, P.E.
State Utilities Engineer

PAS/SMF/ahh
Attachments

cc: Mr. Joe H. Lister, P.E. - Office Engineer
Mrs. Rosie Fagg - External Audit (w/attach)
File



ALABAMA DEPARTMENT OF TRANSPORTATION

Right-of-Way Bureau - Utility Section
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P. O. Box 303050, Montgomery, Alabama 36130-3050
Phone: 334-242-6155 Fax: 334-353-6509



Kay Ivey
Governor

John R. Cooper
Transportation Director

MEMORANDUM

DATE: February 26, 2026

TO: Mr. Joe H. Lister, P.E.
Office Engineer

ATTN: Mr. Michael Hora, P.E.

FROM: Philip A. Shamburger
Right of Way Bureau Chief

BY: Sean M. Frank, P.E. *Sean M. Frank*
State Utilities Engineer

RE: Project No. RP-STPAA-STPBH-7112(003)
ADDITIONAL LANES ON SR-261 FROM BEARDEN ROAD TO SR-3
(US-31)
Shelby County

Attached for further handling are two (2) copies of a **Utility-Consultant Engineering Agreement** between **City of Pelham - Water** and their consultant **Municipal Consultants, Inc.**

This Agreement stipulates Engineering costs as follows:

Phase I	\$ 75,482.06
Phase II	\$ 151,075.33
Phase III	\$ 118,170.48
TOTAL (Including Profit)	\$ <u>344,727.87</u>

The estimated cost of the utility relocation is **\$2,709,870.00**. The consultant's fixed fee for profit is ten (10) percent of the cost.

This Office has reviewed this contract and recommends approval.

PAS/SMF/ahh

Attachments

cc: DeJarvis Leonard, P.E. East Central Region Engineer
ATTN: Kristopher McCord, Utility Manager – Birmingham Area
File

Utility Relocation Estimate

Date: February 13, 2026

Project: RP-STPAA-STPBH-7112(003) County: Shelby

Name of Utility: City of Pelham

Address: 3162 Pelham Parkway City Pelham State AL Zip 35124

If the Utility is regulated by a State or Federal Agency, please list the Agency:
ADEM

Submitted By:		
<u>Andre' Bittas</u>	<u>Dir. of Dev. Services & Public Work</u>	<u>(205) 620-6413</u>
NAME	TITLE	TELEPHONE
ADDRESS (If different from above):		
Address: _____	City _____	State <u>AL</u> Zip _____

(Please list the name, address and telephone number of the Utility's representative in responsible charge of work if different from above):

NAME	TITLE	Telephone
Address: _____	State <u>AL</u> Zip _____	

Number of calendar days from receipt of Notice to Proceed to beginning of relocation: 180

Number of calendar days from beginning to completion or work, including cleanup: 365

The project has Betterment: Y (Y/N)

Additional ROW is Required Y (Y/N) If no, eliminate Page 3

A Consultant Engineer will be used Y (Y/N) If yes enter amount of Eng Agreement \$ 344,727.87
(If yes, substitute sheets from Engineering Agreement for Pages 4 & 5)

There is salvage value N (Y/N) If no, eliminate Pages 11 & 12

The gross receipts of this Utility () did, () did not exceed two hundred fifty (250) million dollars for the calendar year preceding the proposed relocation.

The method to be used to accomplish this relocation work is:

- (a) By UTILITY'S own forces
- (b) by Contract Let by the UTILITY
- (c) by existing, written continuing contract
- (d) by combination of the preceding (must be detailed within the estimate)
- (e) Work is to be included in the State contract

SUMMARY OF RELOCATION COSTS

	(A)¹	(B)²	
	IN-KIND ESTIMATE	ESTIMATE INCLUDING BETTERMENT	
1. Gross Estimated Construction Cost Only	\$ 2,709,870.00	\$ 3,024,210.00	
2. Less Salvage Credit (Show as zero if none)	\$ -	\$ -	
3. Less Other Credit (If Applicable)	\$ -	\$ -	
4. Total Estimated Construction Cost	<u>\$ 2,709,870.00</u>	<u>\$ 3,024,210.00</u>	
5. Total Estimated Engineering Costs (Blank unless betterment is included.)		<u>\$ 344,727.87</u>	
6. State's Pro Rata Share of Costs (Line 4A divided by Line 4B) times 100%			<u>89.61%</u>
7. Utility's Pro Rata Share of Costs (100% - Line 6)			<u>10.39%</u>
8. Utility's Pro Rata Share of Construction			<u>\$ 314,340.00</u>
9. Pro Rata Eng Cost (5B x Line 6, if betterment) (Utility's Share 5B x Line 7)	<u>\$ 308,896.44</u>		<u>\$ 35,831.43</u>
10. Total Right-of-Way Acquisition Cost (If not 100% State Reimbursable please list accordingly)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
11. Utility's Share of (Const. + Eng. + ROW) Costs			<u>\$ 350,171.43</u> ✓
List the following totals on Page 2 of the SAHD No. 2 or No. 3 Agreement			
12. Total In-kind Cost	<u>\$ 3,018,766.44</u>		#3 Agree w/ betterment may have additional cost for E & I and Labor Additive
13. Total Cost Including Betterment		<u>\$ 3,368,937.87</u>	

Notes 1. State pays 100% of construction cost and 100% of engineering cost for in-kind relocation.
2. State pays prorated construction costs and prorated engineering costs for relocation with betterment.

RESOLUTION 2022-10-03-07

WHEREAS, the City of Pelham, Alabama (hereinafter at times referred to as City) is desirous of having certain improvements made on SR-261 within the City Limits of Pelham, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: RP-STPAA-STPBH-7112(003) Additional Lanes on SR-261 from Bearden Road to SR-3(US-31).

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the City will agree to certain requirements of the Federal Highway Administration. The City, for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Council of Pelham , that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this City and which are now on file in the office of the City Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The City by and through its Council hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and

barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The City hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

Please refer to: Plan Sheets 7 and 8 - This project relocates Cottage Circle

Please refer to: Project Note Sheet (Sheet 2P)

Please refer to: General Traffic Control Plan Notes (Sheet 20)

Please refer to: Traffic Signal Plan Notes (Sheet 2R)

Please refer to: ITS Plan Notes (Sheet S)

Please refer to: Traffic Control Plan and Sequence of Construction (Sheets 100 - 137)

BE IT FURTHER RESOLVED by the City Council, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the City over said project, such City hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the City will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor

will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration . The City further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the City further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this City Council:

1. That the City agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the City.
2. That the City agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the City has the option of vacating same.
3. That the City agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the City agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THEREUPON Rick Wash, a councilmember, moved and David Coram, a councilmember, seconded the motion that Resolution 2022-10-03-07 be given vote, and said resolution passed by a majority vote of all members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 3rd day of October 2022.

CITY OF PELHAM
[SEAL]

Maurice Mercer
Maurice Mercer, President of the Council

ATTEST

Tom Seale
Tom Seale, MMC, City Clerk/Treasurer

Gary W. Waters
Gary W. Waters, Mayor

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 3rd day of October 2022 and that such resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 3rd day of October 2022.

CITY OF PELHAM
[SEAL]

Tom Seale
Tom Seale, MMC, City Clerk/Treasurer



MEMORANDUM

To: Andre' Bittas

Cc:

From: Chris Cousins *Chris Cousins*

Date: September 27, 2022

Subject: Highway 261 Widening Agreement

Attached is one agreement and two resolutions needed by ALDOT for the Highway 261 widening project. The first resolution is an acceptance of the design plans. The second resolution and accompanying agreement is for upgrading existing traffic signals as part of the project. The City is currently responsible for maintenance of these signals and that responsibility will continue after the project is completed. I am requesting that these be placed on the Council agenda for consideration as soon as is practical.

Note that ALDOT has some specific requirements for signatures and City seals that must be followed. These are included in the attached cover letter.



Kay Ivey
Governor

ALABAMA
DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION
OFFICE OF REGION ENGINEER
100 CORPORATE PARKWAY
SUITE 450
HOOVER, AL 35242
P.O. BOX 382348
BIRMINGHAM, AL 35238-2348
TELEPHONE: (205) 327-4962



John R. Cooper
Transportation Director

September 22, 2022

The Honorable Gary Waters
Mayor, City of Pelham
City Hall
3162 Pelham Parkway
Pelham, Alabama 35244

Attn: Mr. Andre Bittas

RE: Shelby County
Project Number: RP-STPAA-STPBH-7112(003)
Additional Lanes on SR-261 from Bearden Road to
SR-3(US-31)

Dear Mayor Waters:

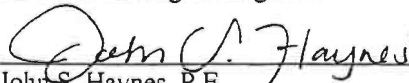
Attached you will find the Standard Project Resolution, Traffic Signal/Lighting Installation/Maintenance Agreement and Plans concerning the above referenced project.

Please review these documents and, if all is in order, present them to the City Council of Pelham for consideration and approval. It is important to emboss the official City of Pelham Seal on each signature sheet. A certified resolution, which authorizes the Mayor to sign the agreement, affixed with the City Seal should also be included with the agreement. After execution, please return this document, with original signatures (no stamps), to this office, ATTN: Mrs. Sandra F. P. Bonner to avoid possible delays to the letting schedule.

If I can supply you with any additional information or clarify any point contained herein, please feel free to contact me at your convenience.

Sincerely,

DeJarvis Leonard, P.E.
East Central Region Engineer

By:  MAB.
John S. Haynes, P.E.
Assistant Region Engineer - Preconstruction

DL/JSH/MB/sfpb
Attachment

C: Mrs. Sandra F. P. Bonner
File w/att.

RESOLUTION 2026-07-09-11

Consideration of an ABC License Request for The Pita Hut, Inc.
Operating Under the Trade Name Joseph’s Table

WHEREAS, the Pelham City Council has considered the ABC License Application(s) for 020 – Restaurant Retail Liquor for applicant, The Pita Hut, Inc. operating under the trade name Joseph’s Table located at 9340 Helena Road, Suite 1, Birmingham, Alabama 35124.

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

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-07-09-11 be given vote, and said Resolution passed by a unanimous vote of the Council present and the President Pro Tempore of the Council declared the same passed and adopted.

ADOPTED this 9th day of July 2026.

Markus Hal Snowden
President Pro Tempore 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 9th day of July 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 9th day of July 2026.

Jonathan Seale, CMC City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: City Manager DiFante
FROM: Chief Ed Delmore
CC: Jonathon Seale, City Clerk/Treasurer
DATE: June 29, 2026
SUBJECT: ABC License Application – Background Investigation

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

The applicant is THE PITA HUT INC located at 9340 Helena Road Suite 1, Birmingham, AL 35244.

The applicant is requesting a 020 – RESTAURANT RETAIL LIQUOR

A name only records check of the corporate member through ALEA disclosed no criminal record in the state of Alabama. The Pelham Police Department conducted an in-house name-based check which revealed no negative information on the applicants.

The ABC Alcohol License Application has been reviewed by all pertinent City departments. The recommendations of the individual departments are recorded below. Additional information is available on the attached Department Review Form.

<u>Department</u>	<u>Recommendation</u>	<u>Notes</u>
Police Department	Yes	
Fire Department	Yes	
Zoning	Yes	
Business License	Yes	
Building Department	Yes	
Water/Sewer	Yes	
Finance/Tax	Yes	

Based on our investigation of the applicants and the above information provided by all pertinent departments, I recommend the Council's approval of the applicant's license applications.



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**



**ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260609101216585**

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00

County: \$600.00

Trade Name: JOSEPHS TABLE

Filing Fee: \$50.00

Applicant: THE PITA HUT INC

Transfer Fee:

Location Address: 9340 HELENA RD STE I BIRMINGHAM, AL 35244

Mailing Address: 5164 SKYLARK DR BIRMINGHAM, AL 35242

County: SHELBY

Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: CORPORATION

Book, Page, or Document info: 000-242-705

Do you sell Draft Beer?: N/A

Date Incorporated: 07/22/2005

State incorporated: AL

County Incorporated: JEFFERSON

Date of Authority: 07/22/2005

Federal Tax ID: 20-3329964

Alabama State Sales Tax ID: 580019980

Name:	Title:	Date and Place of Birth:	Residence Address:
RACHEL CHAUFFE MATTA 7084880 - AL	SECRETARY	07/31/1969 LOUISIANA	5164 SKYLARK DR BIRMINGHAM, AL 35242
JOSEPH ABDALLAH MATTA 7058354 - AL	PRESIDENT	11/01/1966 BEIRUT LEBANON	5164 SKYLARK DR BIRMINGHAM, AL 35242

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260609101216585



Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? **NO**

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? **NO**

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? **NO**

Contact Person: JOSEPH MATTA
Business Phone: 205-358-3403
Fax:

Home Phone: 205-542-6000
Cell Phone: 205-542-6000
E-mail: JMATTA11@AOL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:
Applicant:

Previous Vendor Number:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260609101216585



Initial each

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

X

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

X

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

X

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

JOSEPH MATTA

Signature of Applicant:

Notary Name (print):

Brianna N. Rodriguez

Notary Signature:

Commission expires: 05/04/2030

Application Taken:

App. Inv. Completed:

Submitted to Local Government:

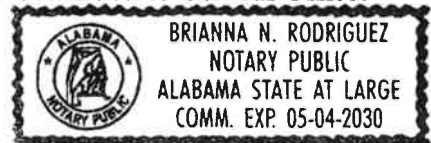
Forwarded to District Office:

Received in District Office:

Reviewed by Supervisor:

Received from Local Government:

Forwarded to Central Office:





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260609101216585



If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **THE STONEWALL CORPORATION 205-803-3000**

What is lessors primary business? **COMMERCIAL REAL ESTATE**

Is lessor involved in any way with the alcoholic beverage business? **NO**

Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **YES**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **4515**

Display Square Footage:

Building seating capacity: **100**

Does Licensed premises include a patio area? **YES**

License Structure: **SHOPPING CENTER**

License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: **CITY/TOWN LIMITS**

Police protection: **CITY**

*When the pre-application was entered into the system, I noted that the business was located in the City of Pelham. W. Abbott 09JUN26



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260609101216585



Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:

Violation & Date:

Arresting Agency:

Disposition:

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260609101216585



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members? N/A

Number of paid up members:

Are meetings regularly held? N/A

How often?

Is business conducted through officers regularly elected? N/A

Are members admitted by written application, investigation, and ballot? N/A

Has Agent verified membership applications for each member listed? N/A

Has at least 10% of members listed been confirmed and highlighted? N/A

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members? N/A

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail

Is it for 30 days or less? N/A

More than 30 days? N/A

Franchisee or Concessionaire of above? N/A

Other valid responsible organization: N/A

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

RESOLUTION 2026-07-09-12

Consideration of an ABC License Request for Encore Franchises, LLC
Operating Under the Trade Name Gallops Liquors

WHEREAS, the Pelham City Council has considered the ABC License Application(s) for 700 – Specialty Retailer of Consumable Hemp Products for applicant, Encore Franchises, LLC operating under the trade name Gallops Liquors located at 3569 Pelham Parkway, Suite 10, Pelham, Alabama 35124.

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

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-07-09-12 be given vote, and said Resolution passed by a unanimous vote of the Council present and the President Pro Tempore of the Council declared the same passed and adopted.

ADOPTED this 9th day of July 2026.

Markus Hal Snowden
President Pro Tempore 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 9th day of July 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 9th day of July 2026.

Jonathan Seale, CMC City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: City Manager DiFante
FROM: Chief Ed Delmore
CC: Jonathon Seale, City Clerk/Treasurer
DATE: May 26th, 2026
SUBJECT: ABC License Application – Background Investigation

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

The applicant is ENCORE FRANCISES LLC, operating under the trade name GALLOPS LIQUORS, located at 3569 Pelham Parkway, Pelham, AL 35124.

The applicant is requesting a – 700 – Specialty Retailer of Consumable Hemp Products

A name only records check of the corporate member through ALEA disclosed no criminal record in the state of Alabama. The Pelham Police Department conducted an in-house name-based check which revealed no negative information on the applicants.

The ABC Alcohol License Application has been reviewed by all pertinent City departments. The recommendations of the individual departments are recorded below. Additional information is available on the attached Department Review Form.

<u>Department</u>	<u>Recommendation</u>	<u>Notes</u>
Police Department	No	
Fire Department	Yes	
Zoning	Yes	
Business License	Yes	
Building Department	Yes	
Water/Sewer	Yes	
Finance/Tax	Yes	

Based on our investigation of the applicants and the above information provided all pertinent departments, I recommend the Council's approval of the applicant's license applications.



City of Pelham

ABC Liquor License Request

Department Review and Recommendation Form

This form will be submitted to the City Clerk for Council review by the Police Department once all Departments have reviewed and submitted recommendations. If any Department fails to recommend approval, a separate letter detailing the reason should be attached to that Department's signing.

Business Name: Gallops Liquors Business Phone: 205-966-5040

Business Address: 3569 Pelham Pkwy; STE 10, Pelham, AL 35124

Business Email: rahim@encorestores.com

Business Owner/Applicant: Rahim Budhwani Phone: 205-966-5040

Owner/Applicant Email: rahim@encorestores.com

Type of Business: Package Store

Description of Business: Package Store

Police Department Name Base Search Complete Yes No

Remarks: Negative Results

Police Representative Signature: *Michael A. Freeman* Date: 05-04-2026

Fire Department Recommend Approval Yes No

Date of Last Inspection: _____

Remarks: _____

Fire Representative Signature: *Wes Greene* Date: 05-22-2026

Zoning Department Recommend Approval Yes No

Zoning Classification: B-2 Corridor Overlay District Yes No

Additional Requirements for certain business types: Y N

Remarks: NO ZONING CONCERN

Zoning Representative Signature: *Sherri Proctor* Date: 05-22-2026

Business License Recommend Approval Yes No

Type of Current of License: LIQUOR (if applicable)

Remarks: _____

License Representative Signature: *Courtney Walker* Date: 05-22-2026



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260428131318631



Type License: 700 - SPECIALTY RETAILER OF CONSUMABLE HEMP PRODUCTS

State: \$1,000.00 **County:** \$0.00

Trade Name: GALLOPS LIQUORS

Filing Fee: \$50.00

Applicant: ENCORE FRANCHISES LLC

Transfer Fee:

Location Address: 3569 PELHAM PKWY ; STE 10 PELHAM , AL 35124

Mailing Address: 3569 PELHAM PKWY ; STE 10 PELHAM , AL 35124

County: SHELBY

Tobacco sales: YES

Tobacco Vending Machines:

Product Type: 03

Type Ownership: LLC

Book, Page, or Document info: LR201565 12712

Do you sell Draft Beer?: N/A

Date Incorporated: 10/10/2015 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority:

Federal Tax ID: 47-5271040

Alabama State Sales Tax ID: R012731218

Name:	Title:	Date and Place of Birth:	Residence Address:
RAHIM BUDHWANI 7227722 - AL	MEMBER	10/31/1971 MUMBAI, INDIA	3945 LORNA RD HOOVER, AL 35244

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? N/A

Does ABC have any actions pending against the current licensee? N/A

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? N/A

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260428131318631



Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? N/A

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? N/A

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? N/A

Contact Person: RAHIM BUDHWANI
Business Phone: 205-966-5040
Fax:

Home Phone: 205-966-5040
Cell Phone: 205-966-5040
E-mail: RAHIM@ENCORESTORES.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:
Applicant:

Previous Vendor Number:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260428131318631



If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: M3 PROPERTIES, LLC 205-490-8818

What is lessors primary business?

Is lessor involved in any way with the alcoholic beverage business? N/A

Is there any further interest, or connection with, the licensee's business by the lessor? N/A

Does the premise have a fully equipped kitchen? N/A

Is the business used to habitually and principally provide food to the public? N/A

Does the establishment have restroom facilities? N/A

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? N/A

Will the business be operated primarily as a package store? YES

Building Dimensions Square Footage: 13770

Display Square Footage: 1146

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER

License covers: OTHER

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260428131318631



Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:

Violation & Date:

Arresting Agency:

Disposition:

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260428131318631



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members? *N/A*

Number of paid up members:

Are meetings regularly held? *N/A*

How often?

Is business conducted through officers regularly elected? *N/A*

Are members admitted by written application, investigation, and ballot? *N/A*

Has Agent verified membership applications for each member listed? *N/A*

Has at least 10% of members listed been confirmed and highlighted? *N/A*

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members? *N/A*

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? *N/A*

Special Retail

Is it for 30 days or less? *N/A*

More than 30 days? *N/A*

Franchisee or Concessionaire of above? *N/A*

Other valid responsible organization: *N/A*

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date:

Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: SUITE 10



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
CONSUMABLE HEMP PRODUCTS APPLICATION
Confirmation Number: 20260428131318631



Initial each

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Rahim Budhwan*

Notary Name (print): *Angela Jackson*

Signature of Applicant:

Notary Signature: *Angela Jackson*

Commission expires: *May 9, 2028*

Application Taken: App. Inv. Completed:
 Submitted to Local Government:
 Received in District Office: Reviewed by Supervisor:

Forwarded to District Office:
 Received from Local Government:
 Forwarded to Central Office:



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY
301 SOUTH RIPLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

10/21/2025

Dear Mr. Budhwani,

The Alabama Law Enforcement Agency (ALEA) Criminal Justice Information Services Division has received and processed your request for Alabama Criminal History Record Information (CHRI).

Based on the information you provided and a fingerprint-based check of Alabama state criminal records, no state criminal history was found. Please note that updates to your criminal history may occur at any time. If you require an updated state CHRI in the future, you should request a new version.

Please contact the Criminal Justice Information Services Division if you have any questions.

Sincerely,

Nakesha Vane

Nakesha Vane, Record Check Supervisor
Criminal Justice Information Services Division
(334) 676-6000
BackgroundChecks@alea.gov

ORDINANCE No. 135-270

AN ORDINANCE OF THE CITY OF PELHAM, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF PELHAM, ALABAMA, BE AMENDED BY ADDING A SECTION TO BE NUMBERED 135-270 PROVIDING THE FOLLOWING AMENDMENT TO THE ZONING ORDINANCE

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

SECTION ONE: The rezoning of property located at the corner of CR-52 and Racquet Club Parkway, Pelham, Alabama 35124, containing approximately 11.5 acres changing the present zoning A-1 (Agriculture) to B-2 (General Commercial).

Applicant: Walker Gibson, QuikTrip

Owner: N/A

DESCRIPTION OF SUBJECT PROPERTY:

See attached documents for reference.

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

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

THEREUPON _____, a councilmember moved and _____, a councilmember seconded the motion that Ordinance No. 135-270 be given vote. The roll call vote on said motion was as follows:

Chad Leverett, Council President	___
Michelle Power, Councilmember	___
Christine Townes, Councilmember	___
Markus Hal Snowden, Councilmember	___
Michael Harris, Councilmember	___

Ordinance No. 135-270 passed by unanimous roll call vote of the Council and the President of the Council declared the same passed and adopted.

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MEMORANDUM

TO: Jonathan Seale, City Clerk

FROM: Sherri Proctor, Planning and Zoning Administrator

DATE: June 5, 2026

RE: Proposed QuikTrip – Hwy 52/Racquet Club Parkway

Brian Moura with QuikTrip is requesting rezoning of property from Agriculture to B-2 (general commercial) for a planned QuikTrip location and coffee shop/2nd tenant.

This request was first presented in June of 2025. The applicants withdrew the request due to the inability to obtain an agreement to purchase the city property.

This request is contingent upon an agreement with the city for the sale of that portion of the parcel.

The revised plan provides better access but is still within the 300-foot buffer from the senior center. This would require Zoning Board approval, which is not guaranteed.

During their May 26, 2026 meeting, the commission voted unanimously to recommend approval of the request.



PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING
HELD ON MAY 26, 2026

I. Call to Order: Meeting called to order at 6:00 PM. V. Ch. Russell Biciste presiding in Kim Speorl's absence.

II. Invocation: Tim German led the invocation.

III. Roll call: Members present: Russell Biciste, Mayor Wash, Markus Hal Snowden, Tim German, Ron Griggs, Tim Reddock, TJ Dunaway. Members absent: Kim Speorl, Paul Howell.

Staff present: Mike Eddington, Deputy Director/City Engineer; Sherri Proctor, Planning and Zoning Administrator

IV. Approval of Minutes: Motion to approve minutes from the April 28, 2026 meeting was made by TJ Dunaway, seconded by Markus Hal Snowden. Voice vote recorded all ayes, motion carried.

V. Hearing Items

- 1) RZNE0526 - 00018 | Walker Gibson (representing QuikTrip)
Request to rezone property for a proposed QuikTrip, coffee shop/tenant
PID 14 4 19 3 001 007.000 (part)
Current Zoning: A-1 | Proposed Zoning: B-2

V. Ch. Biciste introduced the case and asked the applicant, Mr. Brian Moura with QuikTrip to present the request. Mr. Moura presented a power point and discussed QuikTrip's plan. The commission had questions regarding the traffic concerns and the potential purchase of the city's property. V. Ch. Biciste then opened the public hearing. No one spoke against the request. Pam Crawford spoke in favor.

With no others to speak, V. Ch. Biciste closed the hearing and called for a motion:

Motion by Mr. German to recommend approval, second offered by Mr. Reddock. Vote recorded all ayes. Councilman Snowden abstained. Motion passed unanimously.

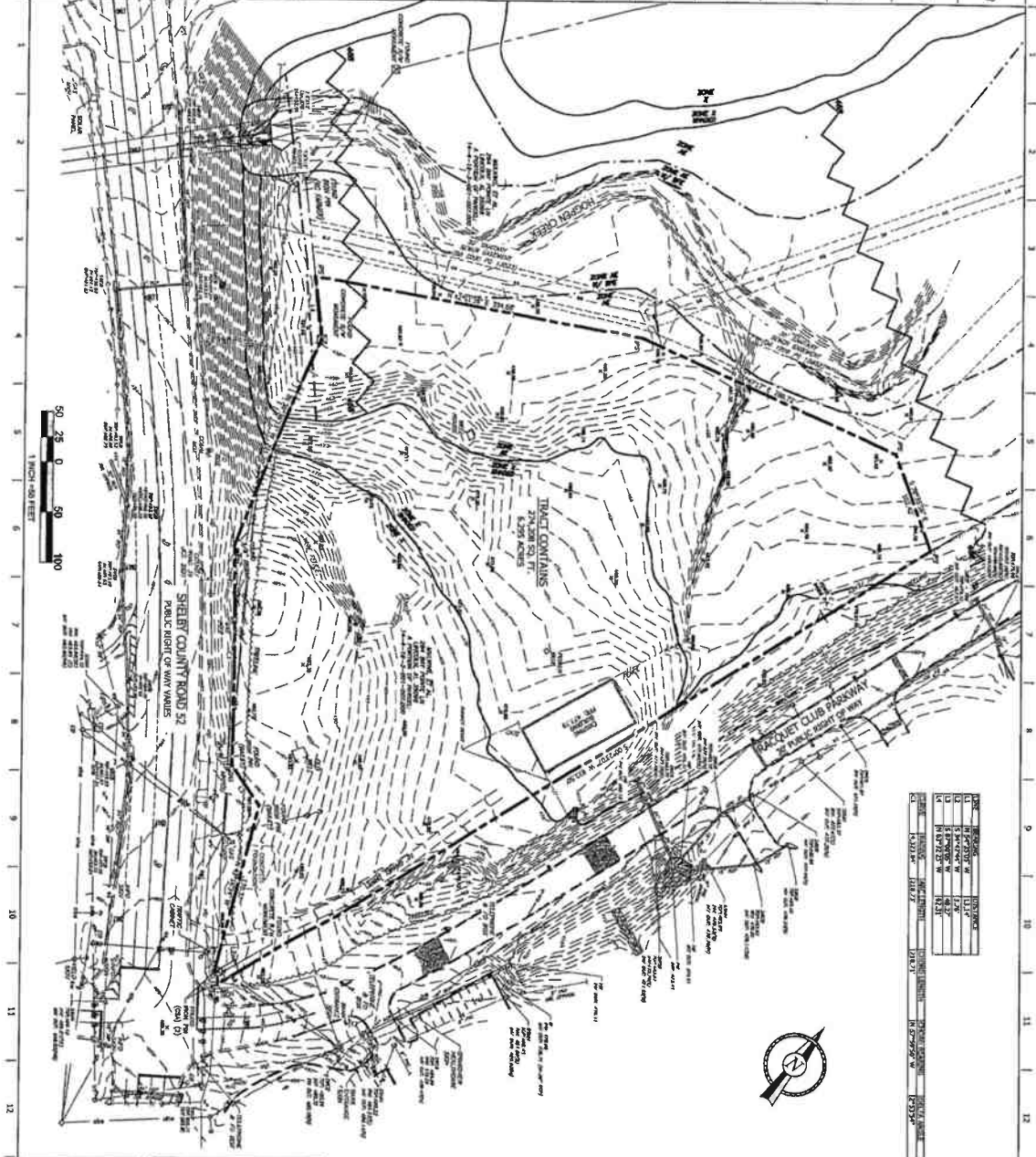


VI. Other Business

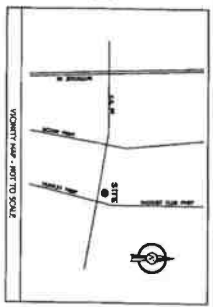
- a. The next regularly scheduled meeting is set for June 23, 2026.

VII. Adjourn

With no further business to come before the commission, motion was made by Mr. Dunaway and seconded by Mr. German to adjourn the meeting at 6:24 PM.



NO.	DESCRIPTION	DATE
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2	REVISION	12/17/24
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SURVEY NOTES

1. All measurements were taken in the field using a total station and were reduced to mean sea level.
2. All bearings were taken as true bearings and were reduced to true bearings.
3. All distances were taken as horizontal distances and were reduced to horizontal distances.
4. All elevations were taken as orthometric elevations and were reduced to orthometric elevations.
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ALTA CERTIFICATION

NO OTHER CERTIFICATION IS REQUIRED FOR THIS SURVEY. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF THE COUNTY OF PELHAM, ALABAMA, AND HAS FOUND THAT THE SURVEY IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE ALABAMA SURVEYING ACT AND THE ALABAMA SURVEYING BOARD. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF THE COUNTY OF PELHAM, ALABAMA, AND HAS FOUND THAT THE SURVEY IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE ALABAMA SURVEYING ACT AND THE ALABAMA SURVEYING BOARD.

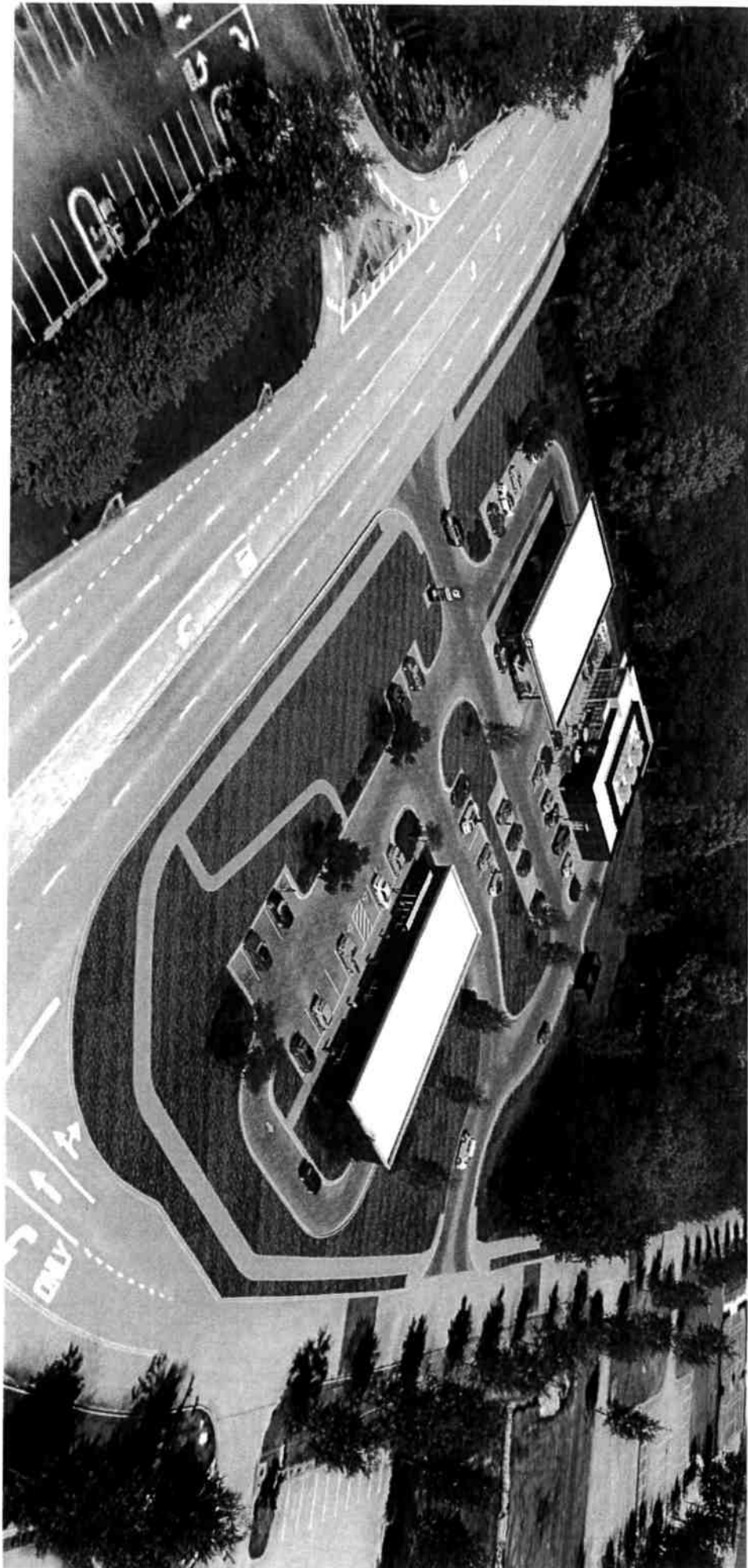
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 Daniel Anderson, ALA 12345
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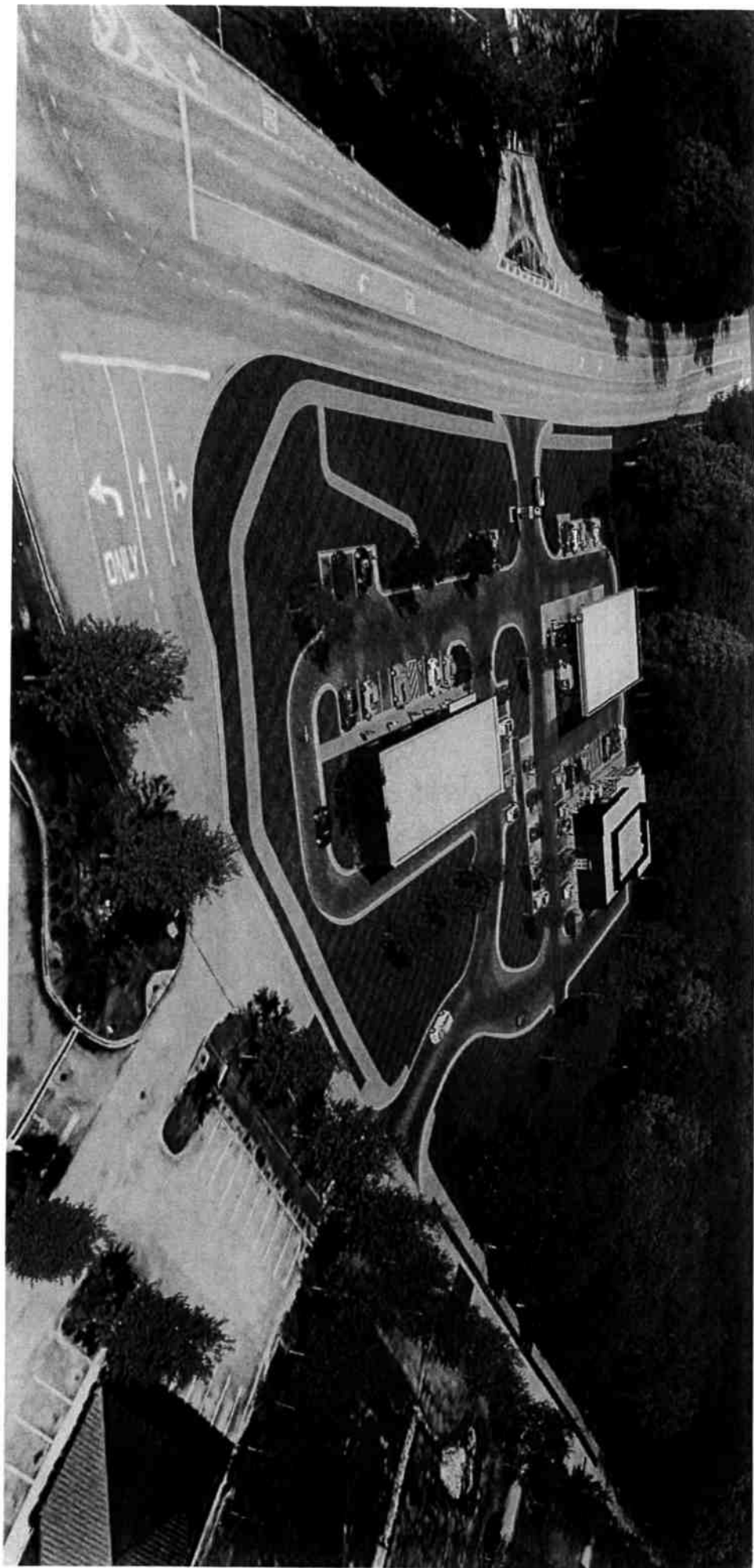
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 Daniel Anderson, ALA 12345
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<p>ALTA/NSPS LAND TITLE SURVEY QuikTrip No. 7187</p> <p>RACQUET CLUB PARKWAY PELHAM, ALABAMA</p>	<p>LJA SURVEYING INC. 400 SOUTH LEE STREET PELHAM, AL 36864 Phone: 771.261.0000 Fax: 771.261.0000</p>









RZNE0526 - 00018 Staff Report
PROPOSED QUIKTRIP LOCATION
Agriculture to B-2, General Commercial

Staff Report

Location

NW corner of Hwy 52 and
Racquet Club Pkwy
PID: 14 3 07 3 000 009.009 (pt)

Applicant

Walker Gibson, representing
QuikTrip

Zoning

Existing: Agriculture,
Corridor Overlay
Proposed: B-2 (part)

Future Land Use

General Commercial

Use

C-store/Gas station, drive-thru
coffee shop, potential tenant

Request:

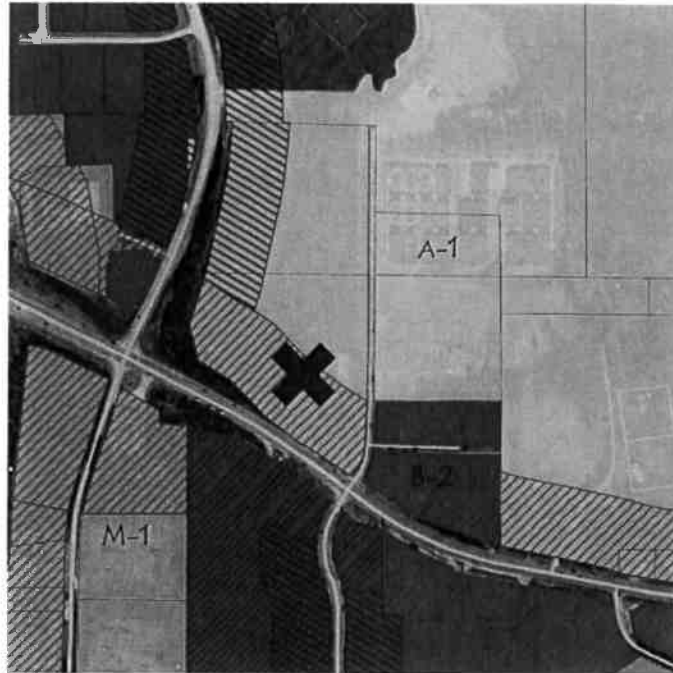
Rezoning to B-2 to allow a
proposed Quik Trip and a coffee
shop/potential tenant

Property Characteristics:

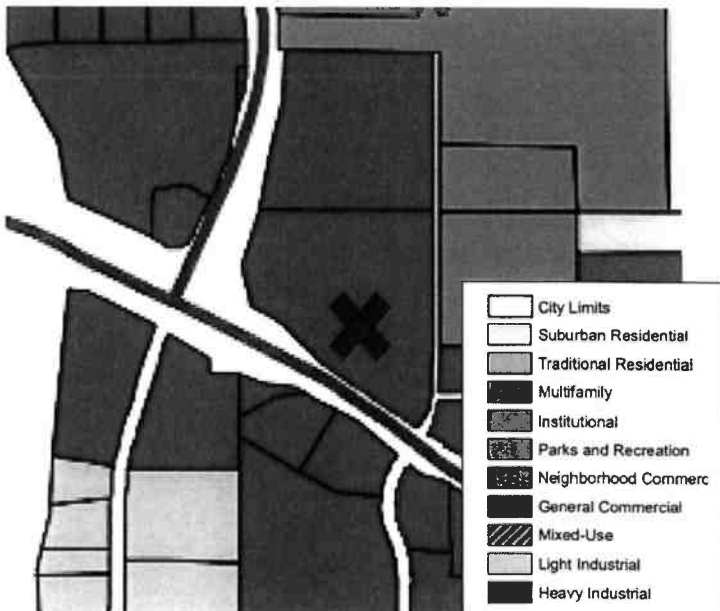
The property is approx 11.5
acres, the subject site for B-2 is
approximately 6.295 acres. The
remainder to be left as A-1.

The property is vacant, wooded.
Hogpen Creek runs along the
western side of the parcel. This
area is classified as floodplain.

Zoning Map



Future Land Use Map



Planning Staff Review

The character of the area is commercial and institutional. The properties along the intersection of Hwy 52 E at Racquet Club Pkwy and Huntley Pkwy are zoned B-2 and planned commercial. The future land use is General Commercial.

The request was first heard/continued May 8, 2025. During the June 12, 2025 a revised site plan was presented. The request was recommended by the commission, however, the city did not entertain the sell of the city-owned property.

Staff has reviewed the updated site plan and offers the following comments:

- The site plan shows 3 tracts. This will need to go through the subdivision process. Tract 2 is intended for a coffee shop and potential tenant.
- The location of the proposed station still encroaches the 300 ft buffer from the senior center (approx. 200 feet between lot lines).
- A traffic study/trip generation data for all proposed construction is required to determine whether or not the development will contribute significantly to the traffic congestion at the Huntley Pkwy/Hwy 52 E. intersection
- The racquet club sign and the light poles need to be relocated. The site plan shows the sign being on the property. The lot line needs to be adjusted so that the sign is on Racquet Club Pkwy. Relocation expense is the responsibility of the buyers.
- The city would need to sell that portion along Racquet Club Parkway. The rezoning is contingent on the city's sell of the property.
- There may be negative economic impacts on the existing established gas stations in the vicinity (all 3 are Alabama-owned according to Shelby County records).
- The building exceeds the 75 ft. maximum front setback (the canopy is not considered a building as defined by the zoning ordinance).

The proposed development will receive a full site plan review should the rezoning be approved. Variance requests will be needed for any requirement that doesn't comply, particularly the front setback and encroachment of the buffer between the station and the senior center. These would need to be presented to the Zoning Board of Adjustment for their determination.

During the May 26 meeting, the commission voted unanimously to recommend approval of the request.

ORDINANCE No. 530

AN ORDINANCE TO ALTER, REARRANGE AND EXTEND THE CORPORATE LIMITS OF THE CITY OF PELHAM, ALABAMA SO AS TO EMBRACE AND INCLUDE WITHIN THE CORPORATE AREA OF SAID CITY ALL TERRITORY WITHIN SUCH CORPORATE LIMITS AND ALSO CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY.

WHEREAS, a certain petition signed by the property owner(s) requesting territory therein described be annexed to the City of Pelham, together with a map of said territory showing its relationship to the corporate limits of the City has been filed with the City Clerk/Treasurer of the City of Pelham; and

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

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

Section 1. That said Council hereby assents to the annexation of said territory to the City of Pelham, Alabama, the corporate limits of the City to be extended and rearranged pursuant to the provisions of Chapter 42, Article 2, Code of Alabama 1975 (Sections 11-42-20 through 11-42-43, as amended) so as to embrace and include said territory, in addition to the territory already within its present corporate limits, within the corporate area of said City, which said territory is not within the corporate limits or "City Boundary" of another municipality. Said territory is described as follows:

Applicant/Property Owner: Brian Ellison and Cindy Grier

Address: 5025 County Road 11, Pelham, Alabama 35124

Legal Description: Attached hereto

Shelby County, AL Parcel I.D.: Attached hereto

Section 2. That the subject property will be zoned A-1 (Agricultural) upon annexation.

Section 3. That the City Clerk/Treasurer shall file a certified copy of this ordinance containing an accurate description of said annexed territory with the Probate Judge of Shelby County, Alabama, and cause a copy of this Ordinance to be published in accordance with state law.

Section 4. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby specifically repealed.

Section 5. Within said codes when reference is made to the duties of certain officials named therein that designated official in the city who has duties corresponding to those of the named officials in said code shall be deemed the responsible official insofar as enforcing the provisions of said code concerned.

Section 6. The provisions of this Ordinance are severable, and if any part of this Ordinance is declared invalid or unconstitutional, that declaration shall not affect the remainder of this Ordinance, which shall remain in full force and effect.

Section 7. That this Ordinance shall become effective upon its passage and publication or posting as required by law.

THEREUPON _____, a councilmember moved and _____, a councilmember seconded the motion that Ordinance No. 530 be given vote. The roll call vote on said motion was recorded as follows:

Chad Leverett, President of the Council —
Michelle Power, Council Member —
Christine Townes, Council Member —
Markus Hal Snowden, Council Member —
Michael Harris, Council Member —

Ordinance No. 530 passed by a unanimous vote of those members of the Council present and the Council President declared the same passed.

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Annexation Checklist

✓	1. Signed Letter of Petition
✓	2. Affidavit of Property Ownership for Annexation
✓	3. Name and signature of all property owners
✓	4. Address, Telephone Number, and Email of all property owners
✓	5. A typed legal description of the property and a copy of the current tax notice
✓	6. A vicinity map showing the location of the property in relation to the current the City of Pelham City limits
✓	7. The name of the utility(s) currently providing water, sewer, and garbage service
✓	8. The number of family dwellings located on the property
✓	9. The number of people living on the property, the number of voting age and the number of non-voting age and the race of each person
✓	10. A statement regarding your reasons for requesting annexation into the City of Pelham




Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager

FROM:  Mike Reid, Fire Chief

CC: Jonathan Seale, City Clerk

DATE: June 5, 2026

SUBJECT: Request for Annexation of Parcels- 5025 Co. Rd. 11

The Pelham Fire Department has no objections to the annexation of property located at 5025 County Road 11. The City of Pelham surrounds this parcel and annexation will give us the ability to provide the residents with fire and EMS protection while not adding any strain to our operations.

Please let me know if you have any questions or concerns.



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: Edward Delmore, Chief of Police

Date: June 9, 2026

Re: Request for Annexation of Parcels-5025 Co. Rd. 11

The Police Department has no objections to the annexation of property located at 5025 County Road 11.

May 20, 2026

City of Pelham, AL
Attn: City Clerk
PO Box 1419
Pelham, AL 35124

REF: Annexation of property located at 5025 Hwy 11 Pelham, AL

To Whom It May Concern:

We are requesting that the above referenced property be annexed into the city limits of Pelham. My husband (Jeff Grier) has anoxic brain damage and Brian has a severe heart condition and we will need the resources that the city provides like fire and police resources. We are also needing trash services provided.

We currently have Pelham Water that is currently still under my dad's name which we will have to get the changed.

Both parents, Bobby and Sandra Ellison, have recently passed away. Please see attached death certificates.

Number of people living at this property is: 3

Number of people of voting age: 3

Number of non-voting age: 0

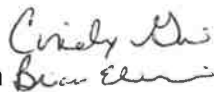
There will only be one family dwelling on this property.

Please see attached documents for your review.

Thanks,

Cindy Grier

Brian Ellison

Handwritten signatures of Cindy Grier and Brian Ellison. The signature for Cindy Grier is written in cursive and appears to be 'Cindy Grier'. The signature for Brian Ellison is also in cursive and appears to be 'Brian Ellison'.

**AFFIDAVIT OF PROPERTY OWNERSHIP FOR ANNEXATION
STATE OF ALABAMA
COUNTY OF [Shelby]**

Before me, the undersigned authority, personally appeared [Brian Alan Ellison], who, being duly sworn, deposes and states as follows:

1. **Ownership:** I am the lawful owner of the real property located at:
[5025 Hwy 11 Pelham, AL 35124]
Legal Description: [See Attached – 3 Parcels]
2. **Proof of Title:** I acquired ownership of the above-described property by virtue of a deed recorded in the Office of the Judge of Probate of [Shelby] County, Alabama, in Deed Book [], Page [].
3. **Annexation Consent:** I hereby consent to the annexation of the above-described property into the corporate limits of the City/Town of [Pelham], Alabama, pursuant to applicable provisions of the Code of Alabama.
4. **No Other Owners:** To the best of my knowledge, there are no other persons or entities with ownership interest in this property, except as disclosed herein.
5. **Truthfulness:** I affirm that the statements made in this affidavit are true and correct to the best of my knowledge and belief.

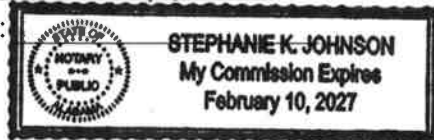
Signature: Brian Alan Ellison
Printed Name: Brian Alan Ellison
Date: May 20, 2026

NOTARY ACKNOWLEDGMENT

Subscribed and sworn to before me this 20th day of May, 2026.

Notary Public Signature: Stephanie K. Johnson
Printed Name: STEPHANIE K. JOHNSON

My Commission Expires:



**AFFIDAVIT OF PROPERTY OWNERSHIP FOR ANNEXATION
STATE OF ALABAMA
COUNTY OF [Shelby]**

Before me, the undersigned authority, personally appeared [**Cindy Michelle Grier**], who, being duly sworn, deposes and states as follows:

1. **Ownership:** I am the lawful owner of the real property located at:
[5025 Hwy 11 Pelham, AL 35124]
Legal Description: **[See Attached – 3 Parcels]**
2. **Proof of Title:** I acquired ownership of the above-described property by virtue of a deed recorded in the Office of the Judge of Probate of **[Shelby] County, Alabama**, in Deed Book [], Page [].
3. **Annexation Consent:** I hereby consent to the annexation of the above-described property into the corporate limits of the **City/Town of [Pelham]**, Alabama, pursuant to applicable provisions of the Code of Alabama.
4. **No Other Owners:** To the best of my knowledge, there are no other persons or entities with ownership interest in this property, except as disclosed herein.
5. **Truthfulness:** I affirm that the statements made in this affidavit are true and correct to the best of my knowledge and belief.

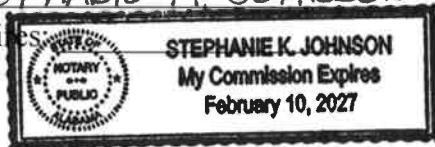
Signature: Cindy Michelle Grier
Printed Name: Cindy Michelle Grier
Date: May 20, 2026

NOTARY ACKNOWLEDGMENT

Subscribed and sworn to before me this 20th day of May, 2026.

Notary Public Signature: Stephanie K. Johnson
Printed Name: STEPHANIE K. JOHNSON

My Commission Expires



Letter of Petition for Annexation

We, the undersigned, constituting all of the hereinafter described real property do hereby execute and file with the City of Pelham Clerk/Treasurer this written petition asking and requesting that our property hereinafter described be annexed to the City of Pelham, under authority of Section 11-42-20 and throughout 11-42-24, Code of Alabama, 1975.

Affidavit of Property Ownership for Annexation

We certify all documents attached to this annexation petition are correct and true. The undersigned understands if the attached documentation is found to be falsified, the annexation petition will be considered null and void with no further action being taken on the matter.

Name(s) of property owner(s) - Please Print	Signature(s) of property owner(s)	Contact Information (Address, Telephone Number, Email)
Brian Alan Ellison	<i>Brian Alan Ellison</i>	PO Box 433 205 409-8065 Pelham AL 35124 baellison65@gmail.com
Cindy Michelle Cotton	<i>Cindy Michelle Cotton</i>	PO Box 433 Corrier.cindy@smcnet.com Pelham AL 35124 205-358-6419



2026010200001320 1/5 \$330.50
Shelby Cnty Judge of Probate, AL
01/02/2026 11:15:45 AM FILED/CERT

THIS DEED HAS BEEN PREPARED WITHOUT BENEFIT OF CURRENT TITLE OPINION OR CURRENT SURVEY.

THIS INSTRUMENT WAS PREPARED BY:
FOSTER D. KEY, ATTORNEY AT LAW
POST OFFICE BOX 360345
BIRMINGHAM, ALABAMA 35236
(205) 987-2211

PLEASE SEND TAX NOTICE TO:
SANDRA ELLISON,
BRIAN ALAN ELLISON, and
CINDY MICHELLE GRIER
POST OFFICE BOX 433
PELHAM, ALABAMA 35124

WARRANTY DEED

STATE OF ALABAMA SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TEN AND NO/100 DOLLARS (\$10.00) to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt whereof is acknowledged I, SANDRA ELLISON, a widow, (herein referred to as GRANTOR), do grant, bargain, sell and convey unto SANDRA ELLISON, BRIAN ALAN ELLISON, and CINDY MICHELLE GRIER, (herein referred to as GRANTEES), as joint tenants for and during their joint lives and upon the death of either of them, then to the survivor of them, joint with right of survivorship, in fee simple, the following described real estate situated in SHELBY COUNTY, ALABAMA, to-wit:

See legal description set out in the attached hereto as "Exhibit A"

SUBJECT TO:

1. Current taxes;
2. Existing easements, restrictions, set-back lines, right of ways, limitations if any, of record.

The sole purpose of this conveyance to add children to the title and vest the property with right of survivorship.

SANDRA ELLISON and SANDRA HOSMER ELLISON is one and the same person.

Sandra Hosmer Ellison is the surviving Grantee in that certain deed recorded in Book: 283, Page, 149, Instrument No. 19731018000058240; the other Grantee, Bobby Ray Ellison, having died on or about September 4, 2024.

Sandra Hosmer Ellison is the surviving Grantee in that certain deed recorded in Book: 310, Page, 225, Instrument No. 19780131000012290; the other Grantee, Bobby Ray Ellison, having died on or about September 4, 2024.

Sandra Hosmer Ellison is the surviving Grantee in that certain deed recorded in Book: 325, Page, 804, Instrument No. 19800404000040180; the other Grantee, Bobby Ray Ellison, having died on or about September 4, 2024.

Shelby County, AL 01/02/2026
State of Alabama
Deed Tax: \$295.50



2026010200001320 2/5 \$330.50
Shelby Cnty Judge of Probate, AL
01/02/2026 11:15:45 AM FILED/CERT

TO HAVE AND TO HOLD Unto the said GRANTEES, their heirs and assigns forever.

And I do, for myself and for my heirs, executors, and administrators covenant with the said GRANTEES, their heirs, executors, and administrators, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs, executors, and administrators forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 12th day of December, 2025.

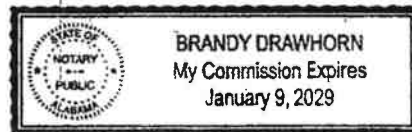
Sandra Ellison (L.S.)
SANDRA ELLISON

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a notary public in and for said county, in said state, hereby certify that SANDRA ELLISON, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of December, 2025.

Brandy Drawhorn
NOTARY PUBLIC
My Commission Expires: 1/9/2029



Grantor's Name:
SANDRA ELLISON

Grantee's name:
SANDRA ELLISON
BRIAN ALAN ELLISON
CINDY MICHELLE GRIER

Mailing Address:
P.O. BOX 433
PELHAM, ALABAMA 35124

Mailing Address:
P.O. BOX 433
PELHAM, ALABAMA 35124

Property Address:

Date of Sale: December 12, 2025

PARCEL 1 (14-5-16-0-000-009.000)
5025 HIGHWAY 11
PELHAM, ALABAMA 35124

Assessor's Market Value \$333,640.00
2/3 value of \$222,426.67

PARCEL 2 (14-5-16-0-000-008.002)
9.74 ACRES VACANT LAND
PELHAM, ALABAMA 35124

Assessor's Market Value \$70,350.00
2/3 value of \$46,900.00

PARCEL 3 (14-5-16-0-000-008.003)
1.03 ACRES VACANT LAND
PELHAM, ALABAMA 35124

Assessor's Market Value \$6,090.00
2/3 value of \$4,060.00

PARCEL 4 (14-5-16-0-000-008.004)
4.96 ACRES VACANT LAND
PELHAM, ALABAMA 35124

Assessor's Market Value \$32,450.00
2/3 value of \$21,633.34

- Bill of Sale
- Sales Contract
- Closing Statement

- Front of Foreclosure Deed
- Appraisal
- Other TAX ASSESSOR



2026010200001320 4/5 \$330.50
Shelby Cnty Judge of Probate, AL
01/02/2026 11:15:45 AM FILED/CERT

EXHIBIT A

PARCEL I: FROM THE NORTHEAST CORNER OF THE SW 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 2 WEST, RUN NORTHERLY ALONG THE EAST BOUNDARY LINE OF THE NW 1/4 OF SAID SECTION 274.08 FEET; THENCE TURN LEFT AN ANGLE OF 118°, 39' AND RUN SOUTHWESTERLY 1430.94 FEET; THENCE TURN RIGHT AN ANGLE OF 92°, 49' AND RUN NORTHWESTERLY 51.47 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SHELBY COUNTY ROAD NO. 11 FOR THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE TURN LEFT AN ANGLE OF 34°, 30' AND RUN NORTHWESTERLY 478.35 FEET; THENCE TURN LEFT AN ANGLE OF 87°, 04 1/2' AND RUN SOUTHWESTERLY 224.7 FEET; THENCE TURN LEFT AN ANGLE OF 53°, 27 1/2' AND RUN SOUTHWESTERLY 303.93 FEET TO A POINT ON THE NORTHERLY R.O.W. LINE OF SHELBY COUNTY ROAD NO. 11; THENCE TURN LEFT AN ANGLE OF 98°, 00' 30" AND RUN NORTHEASTERLY ALONG SAID R.O.W. LINE OF SAID ROAD 489.06 FEET TO THE POINT OF BEGINNING.

THIS LAND BEING A PART OF THE NORTH HALF OF THE SW 1/4 OF SECTION 16, TSP. 20S, R. 2W. AND BEING 2.95 ACRES, MORE OR LESS.

PARCEL II: BEGIN AT THE N.E. CORNER OF THE SW1/4 OF SECTION 16, T-20-S, R-2-W, AND RUN WESTERLY ALONG THE NORTH SIDE OF THE SAID QUARTER FOR 597.88 FT. TO THE POINT OF BEGINNING (SAID POINT BEING ON THE NORTH RIGHT OF WAY OF SHELBY COUNTY ROAD NO. 11), THEN CONTINUE ALONG THE LAST DESCRIBED COURSE RUNNING WESTERLY FOR 1529.28 FT., THEN TURN AN ANGLE OF 100 DEG. 51 MIN 24 SEC TO THE LEFT AND RUN SOUTHEASTERLY FOR 793.70 FT. TO A POINT ON THE NORTH R.O.W. OF SHELBY COUNTY ROAD NO. 11, THEN TURN AN ANGLE OF 108 DEG 33 MIN 07 SEC TO THE LEFT AND RUN NORTHEASTERLY ALONG SAID R.O.W. FOR 319.67 FT., THEN TURN AN ANGLE OF 82 DEG 08 MIN 32 SEC TO THE LEFT AND RUN NORTHWESTERLY FOR 303.92 FT., THEN TURN AN ANGLE OF 53 DEG 27 MIN 30 SEC TO THE RIGHT AND RUN NORTHEASTERLY FOR 224.70 FT., THEN TURN AN ANGLE OF 87 DEG 04 MIN 30 SEC TO THE RIGHT AND RUN SOUTHEASTERLY FOR 478.35 FT. TO A POINT ON THE NORTH R.O.W. OF SHELBY COUNTY ROAD NO. 11, THEN TURN AN ANGLE OF 148 DEG 23 MIN 28 SEC TO THE LEFT AND RUN NORTHWESTERLY FOR 210.00 FT., THEN TURN AN ANGLE OF 90 DEG 00 MIN TO THE RIGHT AND RUN NORTHEASTERLY FOR 210.00 FT., THEN TURN AN ANGLE OF 90 DEG 00 MIN TO THE RIGHT AND RUN SOUTHEASTERLY FOR 210.00 FT. TO A POINT ON THE NORTH R.O.W. OF SHELBY COUNTY ROAD NO. 11, THEN TURN AN ANGLE OF 90 DEG 00 MIN TO THE LEFT AND RUN NORTHEASTERLY ALONG THE NORTH R.O.W. OF SAID ROAD NO. 11, FOR 565.68 FT. BACK TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 9.740 ACRES AND IS SUBJECT TO THE EASEMENTS, RIGHTS OF WAYS, AND RESTRICTIONS OF RECORD.

PARCEL III: A PARCEL OF LAND LOCATED IN SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST



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Shelby Cnty Judge of Probate, AL
01/02/2026 11:15:45 AM FILED/CERT

CORNER OF SAID SOUTHWEST 1/4; THENCE IN A WESTERLY DIRECTION, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 2127.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE, ALONG SAID NORTH LINE, A DISTANCE OF 57.02 FEET; THENCE 100 DEGREES 51 MINUTES 24 SECONDS LEFT, IN A SOUTHEASTERLY DIRECTION, A DISTANCE OF 823.97 FEET TO A POINT ON THE NORTHWEST RIGHT OF WAY LINE OF SHELBY COUNTY ROAD NO. 11; THENCE 109 DEGREES 13 MINUTES 44 SECONDS LEFT, IN A NORTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 59.31 FEET; THENCE 70 DEGREES 46 MINUTES 16 SECONDS LEFT, IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 793.70 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.039 ACRES.

PARCEL IV: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE WESTERLY ALONG THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 2,185.98' TO A POINT; THENCE TURN 101 DEG. 09 MIN 34 SEC. LEFT AND RUN SOUTH-SOUTHEASTERLY 21.57' TO THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 245.33' TO A POINT; THENCE TURN 64 DEG. 22 MIN. 49 SEC. RIGHT AND RUN SOUTHWESTERLY A DISTANCE OF 638.85' TO A POINT; THENCE TURN 126 DEG. 25 MIN. 43 SEC. RIGHT AND RUN NORTHERLY 620.74' TO A POINT; THENCE TURN 90 DEG. 028 MIN. 00 SEC. RIGHT AND RUN EASTERLY 468.01' TO THE POINT OF BEGINNING, CONTAINING 4.96 ACRES AND SUBJECT TO ANY AND ALL AGREEMENTS, EASEMENTS, RESTRICTIONS AND/OR LIMITATIONS OF PROBATED RECORD OR APPLICABLE LAW.

ALSO THE PROPERTY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE WESTERLY ALONG THE NORTH LINE OF SAID QUARTER SECTION A DISTANCE OF 2,185.98' TO A POINT; THENCE TURN 101 DEG. 09 MIN. 34 SEC. TO THE LEFT AND RUN SOUTHEASTERLY A DISTANCE OF 245.53' TO THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 578.74' TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY NO. 11; THENCE TURN 70 DEG. 40 MIN. 20 SEC. RIGHT AND RUN SOUTHWESTERLY ALONG SAID HIGHWAY RIGHT OF WAY LINE A DISTANCE OF 10.09' TO A POINT; THENCE TURN 109 DEG. 19 MIN. 40 SEC. RIGHT AND RUN NORTHERLY PARALLEL AND 10 FEET WEST OF THE EAST LINE OF SAID PROPERTY A DISTANCE OF 577.46' TO A POINT; THENCE RUN 64 DEG. 23 MIN. 49 SEC. RIGHT AND RUN NORTHEASTERLY A DISTANCE OF 11.09' TO THE POINT OF BEGINNING.



Pelham

Pelham Water Works
 3111 Cummings Street
 P.O. Box 1479
 Pelham, Alabama 35124

Account Number: 15971
Statement Date: 05/11/2026
Location Number: 0000215-0001200
Service Address: 5025 HWY 11

SPECIAL MESSAGES

REDUCE CLUTTER. SAVE PAPER. GO PAPERLESS. CONTACT OUR OFFICE OR GO TO YOUR ONLINE ACCOUNT TO SIGN UP FOR EBILLS TODAY!

070674

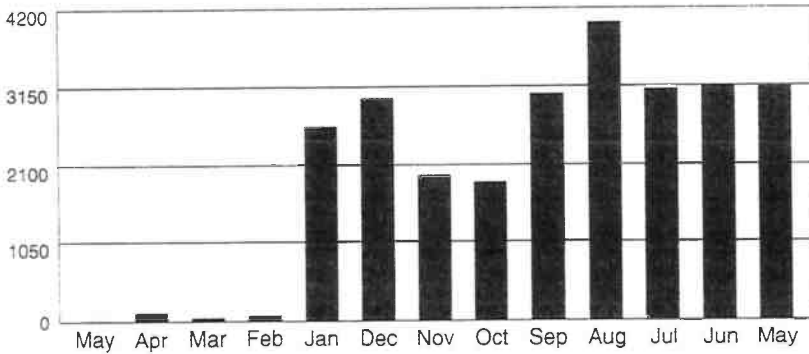


BOBBY ELLISON
 PO BOX 433
 PELHAM AL 35124-0433

ACCOUNT SUMMARY

BILLING PERIOD: 04/06/2026-05/06/2026

	Previous	Current	Usage (gal)	
WATER				22.00
METER #: 240298738	52261	52400	139	0.88
TAXES				
CURRENT CHARGES				22.88



PAST DUE BALANCE -Due Immediately to avoid possible disconnection	0.00
CURRENT CHARGES	22.88
	22.88
AMOUNT DUE AFTER 05/27/2026	25.08

FOR PROPER CREDIT, PLEASE RETURN THIS PORTION WITH YOUR PAYMENT. THANK YOU.

	22.88
AMOUNT DUE AFTER 05/27/2026	25.08

Account Number: 15971
Statement Date: 05/11/2026
Location Number: 0000215-0001200
 BOBBY ELLISON



AMOUNT PAID

Make Checks payable to:

Pelham Water Works
 P.O. Box 1479
 Pelham, Alabama 35124



Shelby County, AL Property Record Information

PIN#: 14 5 16 0 000 009.000

Assessment Year: 2025

T20S R02W Sec16

Owner Name

ELLISON BOBBY RAY & SANDRA HOSMER

Owner Name

Address

PO BOX 433

Address

City, State Zip

PELHAM, AL 35124

Site Information

Subdivision Name:

Block: 000

Lot Dimension 1: 489.06

Municipality: Unincorporated

Primary Lot:

Map Book: 0

Lot Dimension 2: 478.35

Secondary Lot:

Map Page: 0

Acres: 2.92

Description

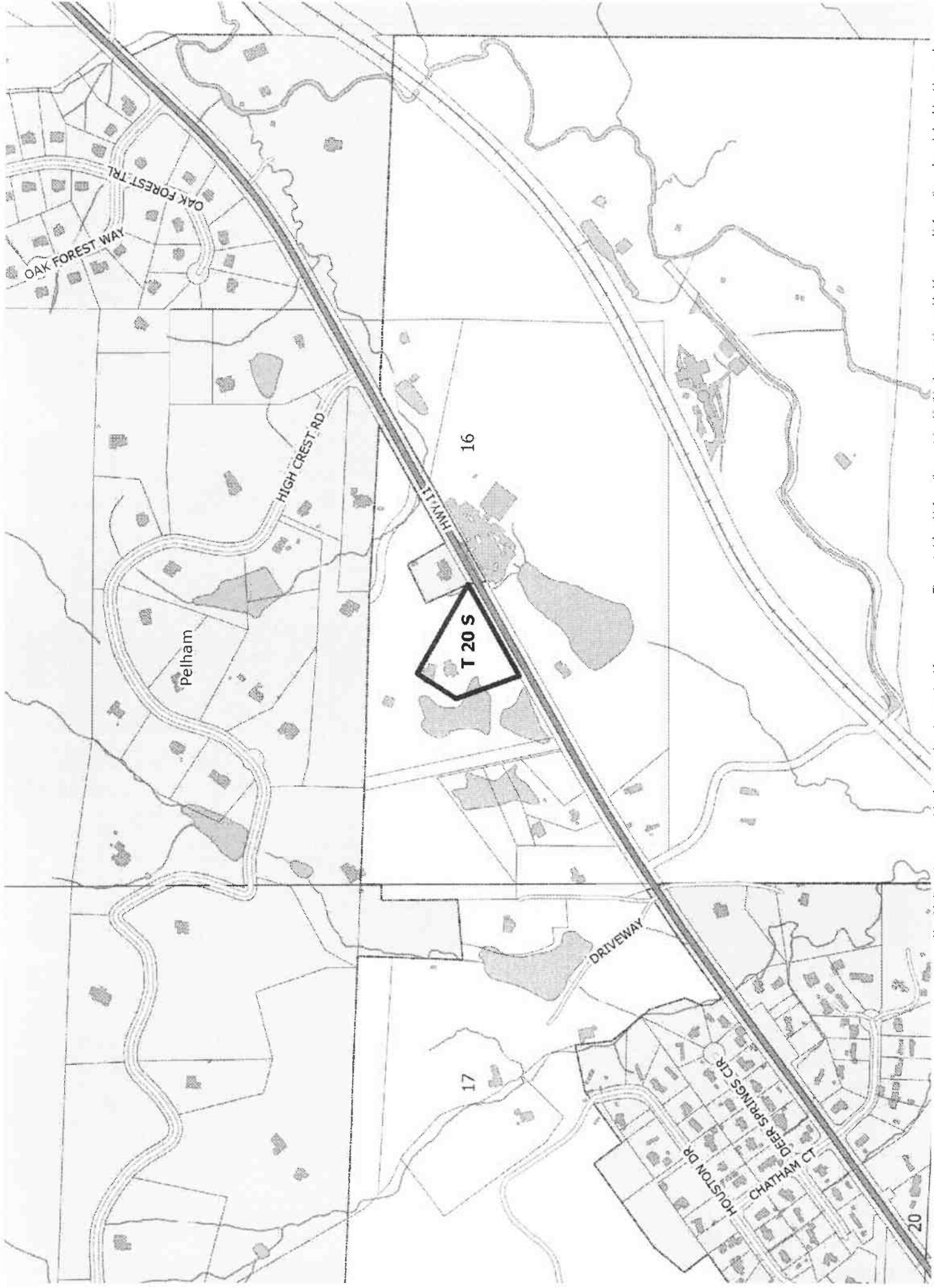
PT N1/2 SW1/4 CON INT W LN & NROW HWY 11 TH NE ON ROW 1100' TO BEG TH CONT NE 489.06' TH NW 478.35' TH SW 224.7' TH SE 303.93' TO POB

Remarks

DB 283 P 149;

Document Links

No Document Links



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ANDREW LEWTER
PROPERTY TAX ADMINISTRATOR
JORDAN HADAWAY
OPERATIONS MANAGER

JACOB TIDMORE, ACA
PROPERTY TAX COMMISSIONER

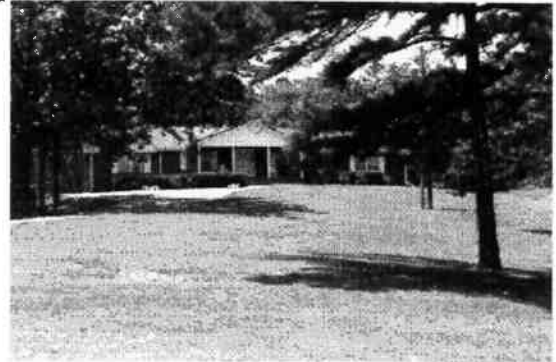
P.O. BOX 1269
COLUMBIANA, ALABAMA 35051
TELEPHONE: 205-670-6900
FAX: 205-670-6915

DON MILES
CHIEF APPRAISER
CINDY CRABB
PERSONAL PROPERTY
SUPERVISOR
ELIZABETH MALLORY
COLLECTION/ASSESSMENT
SUPERVISOR
ANNA MORRIS
AUDITOR SUPERVISOR
RYAN SIMS
MANAGER,
GIS/MAPPING SERVICES

Printed on: 5/18/2026

RECORD SUMMARY

Tax Year: 2026
Parcel: 14 5 16 0 000 009.000
Owner: ELLISON BOBBY RAY & SANDRA HOSMER
C/O ELLISON SANDRA & ELLISON BRIAN ALAN &
GRIER CINDY MICHELLE
Address: PO BOX 433
PELHAM AL 35124
Neighborhood: 01 PELHAM COUNTY LARGE TRACT R-2
Subdivision:
Book: 00
Page: 000
Lot:
Block: 000
Acreage: 2.920
Section: 16
Township: 20S
Range: 02W
Property Class: 03
Exempt Code: 10
Municipality: 01 - COUNTY
School District: 2
Disability Code:
Over 65 Code:



Metes and Bounds:
PT N1/2 SW1/4 CON INT W LN & NROW HWY 11 TH NE ON ROW 1100' TO BEG TH CONT NE 489.06' TH NW 478.35' TH SW 224.7' TH SE 303.93' TO POB

Remarks:

Valuation Summary

Total Improvement Value:	\$322,490	Prior Year Total Improvement Value:	\$316,380
Total Land Value:	\$19,210	Prior Year Total Land Value:	\$17,260
Total Market Value:	\$341,700	Prior Year Total Appraised Value:	\$333,640
Total Appraised Value:	\$341,700		
Assessed Value:	\$34,180		

Tax Breakdown

Year	Millage Type	Property Class	Municipality	Assessed Value	Tax	Exemption	Tax Exemption	Total Tax
------	--------------	----------------	--------------	----------------	-----	-----------	---------------	-----------

Tax Payment Information

Tax Year	Receipt Number	Total Taxes Plus Fees	Back Taxes	Total Paid
2026		N/A	\$0.00	\$0.00

Historical Tax Payment Information

Tax Year	Paid By	Paid Date	Receipt Number	Total Taxes plus Fees	Total Paid
2025	SANDRA ELLISON	12/01/2025	60585	\$1,427.72	\$1,427.72
2024	Bobby Ellison	12/18/2024	60062	\$1,390.76	\$1,390.76
2023	PELHAM MACHINE & TOOL INC	03/22/2024	58956	\$1,254.36	\$1,341.99
2022	PELHAM MACHINE & TOOL INC	02/08/2023	58360	\$1,126.76	\$1,154.30
2021	Cindy Grier	12/28/2021	57589	\$1,031.72	\$1,031.72
2020	Bobby Ellison	01/20/2021	56948	\$985.96	\$1,005.82
2019	Bobby Ellison	12/31/2019	56061	\$923.48	\$923.48
2018	Bobby Ellison	12/28/2018	55174	\$919.08	\$919.08
2017	PELHAM MACHINE AND TOOL INC	01/03/2018	54686	\$882.12	\$882.12
2016	BOBBY R ELLISON	01/03/2017	54341	\$849.56	\$849.56
2015	Bobby Ellison	12/28/2015	54113	\$959.56	\$959.56

2014	Cindy Grier	12/29/2014	53799	\$881.24	\$881.24
2013	Cindy Grier	12/30/2013	53647	\$881.24	\$881.24
2012	Bobby Ellison	12/26/2012	53576	\$881.24	\$881.24
2011	Cindy Grier	12/15/2011	53453	\$911.16	\$911.16
2010	BOBBY R ELLISON	12/30/2010	33111	\$958.68	\$958.68
2009	PELHAM MACHINE AND TOOL INC	12/11/2009	31888	\$960.44	\$960.44
2008	BOBBY ELLISON	12/30/2008	30784	\$960.44	\$960.44
2007	Bobby Ellison	12/31/2007	29711	\$949.88	\$949.88
2006	ELLISON BOBBY R	01/03/2007	28766	\$897.96	\$897.96
2005	ELLISON BOBBY RAY	12/29/2005	27671	\$882.12	\$882.12
2004	BOBBY R ELLISON	01/04/2005	26798	\$882.12	\$882.12
2003	BOBBY ELLISON	01/09/2004	25890	\$855.72	\$855.72
2002	BOBBY R ELLISON	01/07/2003	44347	\$733.40	\$733.40

Land Information

Appraisal Type	Property Class	Land Use	Acreage	Square Foot	Lot Size	Market Value	Current Use Value
1	03	111 - Single Family	2.92	127195.20	489.06 x 478.35	\$19,210.00	\$0.00

Building 1 Card 1 Information

Building	1 Card 1	Base Rate	\$62.22
Building Type	111	Adjusted Rate	\$65.95
Effective Building Type	111	Subtotal	\$169,953.00
Year Built	1947	Extra Features	\$20,292.20
Effective Year Built	1963	Base Cost	\$190,245.20
Number of Stories	1	Cost Index	1.56
Number of Rooms	6	Replacement Cost	\$296,783.00
Assessment Class	03	Condition	70
Building Class	C0	Value	\$207,700.00
Building Height	0	Market Adjustment	0%
Base Area	2294	Final Value	\$207,700.00
Construction Units	106	Miscellaneous Improvement Value	\$0.00
Total Adjusted Area	2577	Total Improvement Value	\$207,700.00

Appendages for Building 1 Card 1

Appendage	Factor	Area	Adjusted Area
OP 0.2	0.2	192	38
PC 0.3	0.3	480	144
U 0.4	0.4	192	77
WD 0.2	0.2	120	24

Construction Units for Building 1 Card 1

Category	Subcategory
FOUNDATION	CONCRETE BLOCK
FOUNDATION	CONTINUOUS WALL
EXTERIOR WALLS	BRICK ON WOOD
ROOF TYPE	HIP GABLE
ROOF MATERIAL	METAL STAND SEAM LT
FLOORS	CARPET & UNDERLAY
INTERIOR FINISH	DRYWALL SHEETROCK
INTERIOR FINISH	WOOD PANELS
PLUMBING	AVERAGE

Extra Features for Building 1 Card 1

Category	Description
HEATING & AIR COND.	HEAT/AC FHVAC
FEATURES	BATH 3FIX
FEATURES	FIREPLACE +1 W/1 OPENING

Miscellaneous Improvement Information

Bldg #	Type Code	Year Built	Effective Year Built	Description	Size	Base Rate	Condition	Value
Misc. Imp 1	24BKFDL	0	0	GARAGE TILE /BRICK FLOOR DOOR LOW COST	4229	23.2	75	114790

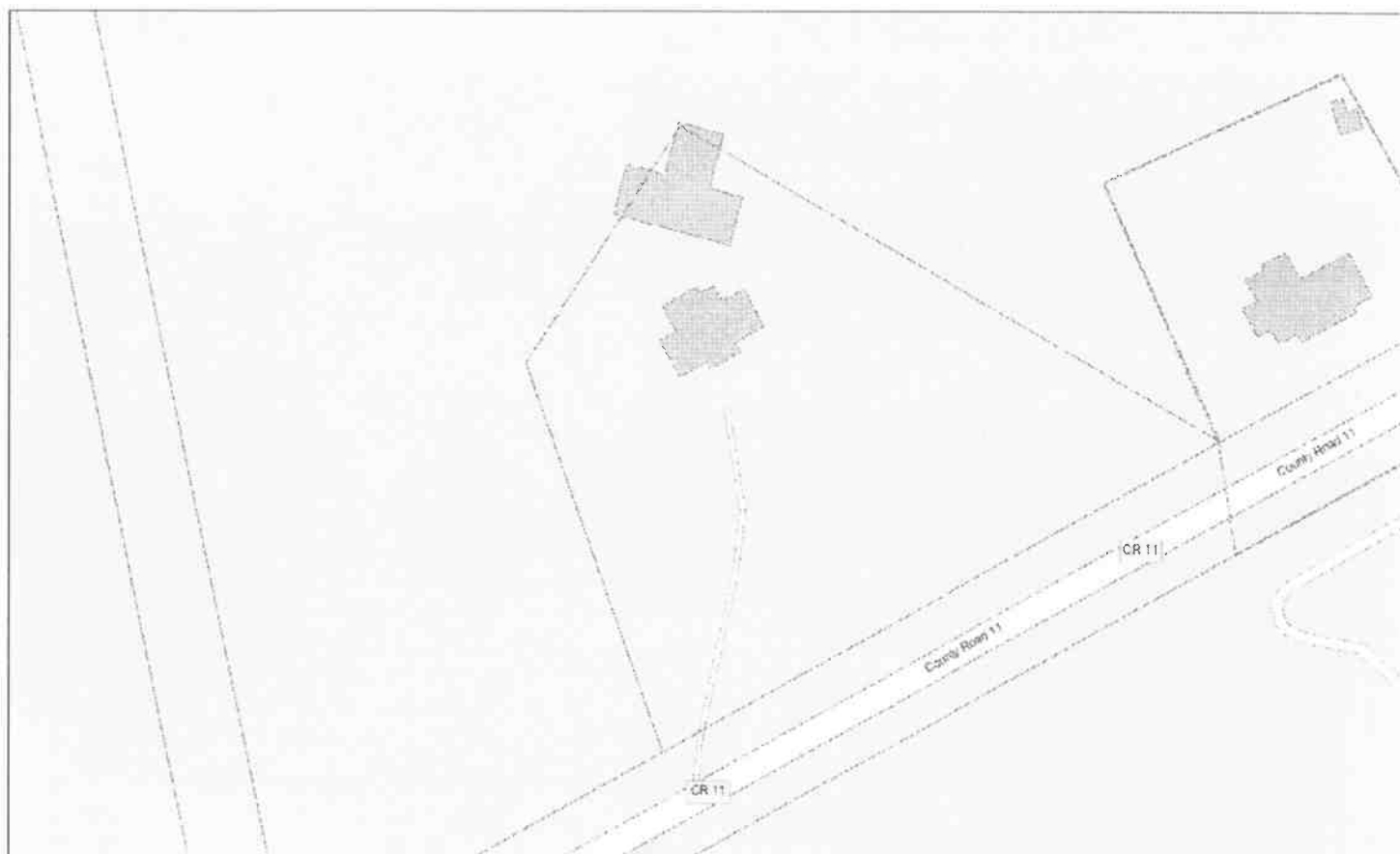
Deed Information

Sale Date	Price	Deed	Grantor	Grantee
12/12/2025	\$295,020.01	20260102000001320	ELLISON SANDRA	ELLISON SANDRA

Ownership History

Tax Year	Entity Name	Mailing Address
2026	ELLISON BOBBY RAY & SANDRA HOSMER C/O ELLISON SANDRA & ELLISON BRIAN ALAN & GRIER CINDY MICHELLE	PO BOX 433 PELHAM AL 35124
2025	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
2024	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
2023	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
2022	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
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2018	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
2017	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
2016	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
2015	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
2014	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
2013	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
2012	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
2011	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
2010	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
2009	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
2008	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
2007	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
2006	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
2005	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
2004	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124
2003	ELLISON BOBBY RAY & SANDRA HOSMER	PO BOX 433 PELHAM AL 35124

ArcGIS Web Map



May 18, 2026



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ANDREW LEWTER
PROPERTY TAX ADMINISTRATOR
JORDAN HADAWAY
OPERATIONS MANAGER

JACOB TIDMORE, ACA
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
ELIZABETH MALLORY
COLLECTION/ASSESSMENT
SUPERVISOR
ANNA MORRIS
AUDITOR SUPERVISOR
RYAN SIMS
MANAGER,
GIS MAPPING SERVICES

Printed on: 5/18/2026

RECORD SUMMARY

Tax Year: 2026
Parcel: 14 5 16 0 000 008.002
Owner: ELLISON BOBBY R & SANDRA H
C/O ELLISON SANDRA & ELLISON BRIAN ALAN &
GRIER CINDY MICHELLE
Address: PO BOX 433
PELHAM AL 35124
Neighborhood: 01 PELHAM COUNTY LARGE TRACT R-2
Subdivision:
Book: 00
Page: 000
Lot:
Block: 000
Acreage: 9.740
Section: 16
Township: 20S
Range: 02W
Property Class: 03
Exempt Code: 00
Municipality: 01 - COUNTY
School District: 2
Disability Code:
Over 65 Code:



Metes and Bounds:
9.74AC(C) N SIDE CO RD 11 & N LN N1/2 OF SW1/4 TH W 1529.28'S 793.7' 870' NE ALG RD 319.67NW 303.92' NE 224.7' SE 478.35NW 210' NE 210' SE 210' NE ALGRD 565.68' 660' TO POB

Remarks:

Valuation Summary

Total Improvement Value:	\$13,040	Prior Year Total Improvement Value:	\$12,790
Total Land Value:	\$64,090	Prior Year Total Land Value:	\$57,560
Total Market Value:	\$77,130	Prior Year Total Appraised Value:	\$70,350
Total Appraised Value:	\$77,130		
Assessed Value:	\$7,520		

Tax Breakdown

Year	Millage Type	Property Class	Municipality	Assessed Value	Tax	Exemption	Tax Exemption	Total Tax
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Tax Payment Information

Tax Year	Receipt Number	Total Taxes Plus Fees	Back Taxes	Total Paid
2026		N/A	\$0.00	\$0.00

Historical Tax Payment Information

Tax Year	Paid By	Paid Date	Receipt Number	Total Taxes plus Fees	Total Paid
2025	SANDRA ELLISON	12/01/2025	60578	\$309.76	\$309.76
2024	Bobby Ellison	12/18/2024	60055	\$308.88	\$308.88
2023	PELHAM MACHINE & TOOL INC	03/22/2024	58949	\$302.72	\$361.80
2022	PELHAM MACHINE & TOOL INC	02/08/2023	58353	\$297.44	\$308.39
2021	Cindy Grier	12/28/2021	57582	\$279.84	\$279.84
2020	Bobby Ellison	01/20/2021	56943	\$278.08	\$290.86
2019	Bobby Ellison	12/31/2019	56056	\$219.12	\$219.12
2018	Bobby Ellison	12/28/2018	55169	\$198.88	\$198.88
2017	PELHAM MACHINE AND TOOL INC	01/03/2018	54681	\$198.88	\$198.88
2016	BOBBY R ELLISON	01/03/2017	54336	\$198.00	\$198.00
2015	Bobby Ellison	12/28/2015	54108	\$572.88	\$572.88

2014	Cindy Grier	12/29/2014	53794	\$572.00	\$572.00
2013	Cindy Grier	12/30/2013	53642	\$572.00	\$572.00
2012	Bobby Ellison	12/26/2012	53571	\$572.00	\$572.00
2011	Cindy Grier	12/15/2011	53448	\$572.00	\$572.00
2010	BOBBY R ELLISON	12/30/2010	33116	\$572.88	\$572.88
2009	PELHAM MACHINE AND TOOL INC	12/11/2009	31893	\$572.88	\$572.88
2008	BOBBY ELLISON	12/30/2008	30789	\$572.88	\$572.88
2007	Bobby Ellison	12/31/2007	29716	\$572.00	\$572.00
2006	ELLISON BOBBY R	01/03/2007	28771	\$357.28	\$357.28
2005	ELLISON BOBBY RAY	12/29/2005	27676	\$356.40	\$356.40
2004	BOBBY R ELLISON	01/04/2005	26803	\$356.40	\$356.40
2003	BOBBY ELLISON	01/09/2004	25893	\$355.52	\$355.52
2002	BOBBY R ELLISON	01/07/2003	44350	\$354.64	\$354.64

Land Information

Appraisal Type	Property Class	Land Use	Acreage	Square Foot	Lot Size	Market Value	Current Use Value
1	03	823 - Pasture (Poor BIII)	9.74	424274.40	0 x 0	\$64,090.00	\$0.00

Miscellaneous Improvement Information

Bldg #	Type Code	Year Built	Effective Year Built	Description	Size	Base Rate	Condition	Value
Misc. Imp 1	B411500	0	0	BARN B-41 1500 SQFT	1760	9.5	50	13040

Deed Information

Sale Date	Price	Deed	Grantor	Grantee
12/12/2025	\$295,020.01	20260102000001320	ELLISON SANDRA	ELLISON SANDRA

Ownership History

Tax Year	Entity Name	Mailing Address
2026	ELLISON BOBBY R & SANDRA H C/O ELLISON SANDRA & ELLISON BRIAN ALAN & GRIER CINDY MICHELLE	PO BOX 433 PELHAM AL 35124
2025	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2024	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2023	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2022	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2021	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2020	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2019	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2018	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2017	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2016	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2015	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2014	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2013	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2012	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2011	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2010	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2009	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2008	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2007	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2006	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2005	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2004	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124
2003	ELLISON BOBBY R & SANDRA H	PO BOX 433 PELHAM AL 35124





**JACOB TIDMORE, ACA
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COLUMBIANA, ALABAMA 35051
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JORDAN HADAWAY
OPERATIONS MANAGER

Printed on: 5/18/2026

RECORD SUMMARY

Tax Year: 2026
Parcel: 14 5 16 0 000 008.004
Owner: ELLISON BOBBY
C/O ELLISON SANDRA & ELLISON BRIAN ALAN &
GRIER CINDY MICHELLE
Address: PO BOX 433
PELHAM AL 35124
Neighborhood: 01 PELHAM COUNTY LARGE TRACT R-2
Subdivision:
Book: 00
Page: 000
Lot:
Block: 000
Acreage: 4.960
Section: 16
Township: 20S
Range: 02W
Property Class: 03
Exempt Code: 00
Municipality: 01 - COUNTY
School District: 2
Disability Code:
Over 65 Code:

Metes and Bounds:
BEG NW COR SW1/4 E468.01 SELY 824.27 TO N ROW CO HWY #11 SWLY ALG ROW 10 NW577.46 SW638.85 N620.74 TO POB

Remarks:

Valuation Summary

Total Improvement Value:	\$0	Prior Year Total Improvement Value:	\$0
Total Land Value:	\$34,430	Prior Year Total Land Value:	\$32,450
Total Market Value:	\$34,430	Prior Year Total Appraised Value:	\$32,450
Total Appraised Value:	\$34,430		
Assessed Value:	\$3,460		

Tax Breakdown

Year	Millage Type	Property Class	Municipality	Assessed Value	Tax	Exemption	Tax Exemption	Total Tax
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Tax Payment Information

Tax Year	Receipt Number	Total Taxes Plus Fees	Back Taxes	Total Paid
2026		N/A	\$0.00	\$0.00

Historical Tax Payment Information

Tax Year	Paid By	Paid Date	Receipt Number	Total Taxes plus Fees	Total Paid
2025	Bobby Ellison	12/04/2025	60580	\$143.44	\$143.44
2024	Bobby Ellison	12/30/2024	60057	\$143.44	\$143.44
2023	PELHAM MACHINE & TOOL INC	03/22/2024	58951	\$143.44	\$197.74
2022	PELHAM MACHINE & TOOL INC	02/08/2023	58355	\$143.44	\$151.31
2021	Cindy Grier	12/28/2021	57584	\$135.52	\$135.52
2020	Bobby Ellison	01/20/2021	56945	\$135.52	\$146.88
2019	Bobby Ellison	12/31/2019	56058	\$106.48	\$106.48
2018	Bobby Ellison	12/28/2018	55171	\$106.48	\$106.48
2017	PELHAM MACHINE AND TOOL INC	01/03/2018	54683	\$106.48	\$106.48
2016	BOBBY R ELLISON	01/03/2017	54338	\$106.48	\$106.48
2015	Bobby Ellison	12/28/2015	54110	\$284.24	\$284.24

2014	Cindy Grier	12/29/2014	53796	\$284.24	\$284.24
2013	Cindy Grier	12/30/2013	53644	\$284.24	\$284.24
2012	Bobby Ellison	12/26/2012	53573	\$284.24	\$284.24
2011	Cindy Grier	12/15/2011	53450	\$284.24	\$284.24
2010	BOBBY R ELLISON	12/30/2010	33114	\$284.24	\$284.24
2009	PELHAM MACHINE AND TOOL INC	12/11/2009	31891	\$284.24	\$284.24
2008	BOBBY ELLISON	12/30/2008	30787	\$284.24	\$284.24
2007	Bobby Ellison	12/31/2007	29714	\$284.24	\$284.24
2006	ELLISON BOBBY R	01/03/2007	28769	\$218.24	\$218.24
2005	ELLISON BOBBY RAY	12/29/2005	27674	\$218.24	\$218.24
2004	BOBBY R ELLISON	01/04/2005	26801	\$218.24	\$218.24
2003	BOBBY ELLISON	01/09/2004	25891	\$218.24	\$218.24
2002	BOBBY R ELLISON	01/07/2003	44348	\$154.00	\$154.00

Land Information

Appraisal Type	Property Class	Land Use	Acreage	Square Foot	Lot Size	Market Value	Current Use Value
1	03	810 - Agricultural Mixed	4.96	216057.60	824.2 x 468.01	\$34,430.00	\$0.00

Deed Information

Sale Date	Price	Deed	Grantor	Grantee
12/12/2025	\$295,020.01	20260102000001320	ELLISON SANDRA	ELLISON SANDRA
12/11/2025	\$203,453.00	20251215000382000	ELLISON SANDRA	ELLISON SANDRA

Ownership History

Tax Year	Entity Name	Mailing Address
2026	ELLISON BOBBY C/O ELLISON SANDRA & ELLISON BRIAN ALAN & GRIER CINDY MICHELLE	PO BOX 433 PELHAM AL 35124
2025	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2024	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2023	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2022	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2021	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2020	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2019	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2018	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2017	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2016	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2015	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2014	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2013	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2012	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2011	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2010	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2009	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2008	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2007	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2006	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2005	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2004	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124
2003	ELLISON BOBBY	PO BOX 433 PELHAM AL 35124

ArcGIS Web Map



May 18, 2026

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Source: Esri, TomTom, Garmin, FAO, NOAA, USGS, iCt, OpenStreetMap contributors, and the GIS User Community