



CITY COUNCIL WORK SESSION AGENDA

**Pelham City Hall – Council Conference Room
October 6, 2025 – 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 work session 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. Record of Attendance
- C. Approval of the September 22, 2025 Regular Work Session Minutes
- D. Request to Address the City Council – None
- E. Old Business – None
- F. New Business
 - 1. Review – Non-profit funding requests for FY2026
 - 2. Discussion – Purchase of used Zamboni for the Pelham Civic Complex & Ice Arena
 - 3. Discussion – Proposal from Shelby County Park and Recreation Authority for the construction of pickleball courts and a restroom/pavilion building at the Pelham Senior Center
- G. Review of the October 6, 2025 City Council Agenda
- H. Adjournment

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



CITY COUNCIL WORK SESSION MINUTES

Pelham City Hall Council Conference Room September 22, 2025 – 5:30 p.m.

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

Members of the Pelham City Council met on Monday, September 22, 2025 at 5:30 p.m. The regular work session was held in the Council Conference Room at Pelham City Hall and was open to the public.

Call to Order

The work session was called to order by Council President Mercer at 5:30 p.m.

Record of Attendance

The following elected officials were present:

Council President Maurice Mercer
Councilmember David Coram
Councilmember Chad Leverett
Councilmember Rick Wash
Mayor Gary Waters

Not Present: Councilmember Michael Harris, Jr.

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

Media Present: Shelby County Reporter

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

Approval of Minutes

A motion was made by Councilmember Coram to approve the September 8, 2025 Regular Work Session Minutes.

The motion was seconded by Councilmember Leverett. There being no further discussion, the President of the Council announced the motion passed by a unanimous voice vote of those members present.

Request to Address the City Council – None

Old Business

1. Discussion – Comprehensive amendment to the City of Pelham Business License Ordinance

City Manager Gretchen DiFante stated Finance Director Jamie Wagner and Assistant City Manager Justin Smith have been answering questions from the city council via email over the past two weeks regarding the amendment; further discussion followed.

New Business

1. Set public hearing date and time regarding the comprehensive amendment to the City of Pelham Business License Ordinance

It was the consensus of those members of the city council present to schedule a public hearing for 7:00 p.m. on Monday, October 6, 2025 in the Council Chambers of Pelham City Hall.

2. Discussion – Pelham Sports Park Renovations Project Scope of Work

Director of Development Services & Public Works André Bittas stated future project plans call for the design and installation of a new turf playing surface for Field 1. Parks and Recreation Director Brian Cooper noted speaking with Mr. Bittas about the current design plans. He suggested adding new fencing and dugouts to the remaining three ballfields to create a seamless and updated look throughout the complex. Mr. Bittas said the additional design cost would be approximately \$23,000.00 and would add about \$350,000.00 to the overall construction cost. City Manager Gretchen DiFante noted the Parks and Recreation budget has enough funds to cover the additional design fee during this fiscal year. After further discussion it was the consensus of those members of the city council present to move forward with the increased design scope of work.

Review of September 22, 2025 City Council Agenda

Council President Mercer and City Manager Gretchen DiFante reviewed the September 22, 2025 city council agenda.

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 September 22, 2025 City Council Agenda
2. Approval of the September 8, 2025 Regular Council Meeting Minutes

3. **Resolution 2025-09-22-01** for consideration to accept a proposal and enter into an agreement with Skipper Consulting, Inc. for a traffic signal warrant evaluation study located at the intersection of County Road 11 and Grey Oaks Parkway. This project was budgeted for FY2025.

Director of Development Services & Public Works Andr  Bittas stated a traffic signal warrant evaluation study was conducted last year but at the request of the city council another study has been ordered for further data collection. He said the study would be finished by the end of the month with the results being released sometime in late October.

F. Public Hearing(s) – None

G. Mayor's Report/Comments

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

1. Proclaiming September 2025 as Childhood Cancer Awareness Month in Pelham, Alabama
2. Proclaiming September 2025 as Hunger Action Month in Pelham, Alabama

I. Report by the City Manager

J. Report by the City Attorney

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

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

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

1. **Resolution 2025-09-22-02** for consideration to appoint citizens to the Pelham Parks & Recreation Advisory Board

Parks and Recreation Director Brian Cooper stated they had five applicants for two board positions and two applicants for one student representative position. He stated it was the consensus of the interview panel to reappoint two members already serving on the board but noted he would be reaching out to other citizens who interviewed to hopefully get them involved in other areas of the park.

2. **Resolution 2025-09-22-03** for consideration to affirm the appointment of citizens to serve as polling officials during the City of Pelham Municipal Runoff Election on September 23, 2025

City Clerk/Treasurer Jonathan Seale stated this Resolution was not necessarily required since the polling officials had already been approved prior to the general election. He said it simply affirms the listed polling officials.

3. **Resolution 2025-09-22-04** for consideration to accept the lowest responsive and responsible bid from Coston General Contractors, Inc. for the Pelham Sports Park Renovations Project

There were no comments or questions from any member of the city council.

4. **Resolution 2025-09-22-05** for consideration to amend the scope of work for the Pelham Sports Park Renovations Project

There were no comments or questions from any member of the city council.

(End of the September 22, 2025 Agenda Review)

City Manger Gretchen DiFante stated in the past it has been customary for the city council to be presented with a recommendation on where to move excess budgeted funds. She said for example if there are additional funds originally budgeted for fuel expenses; those would be moved to a designated fund to be used for purchasing vehicles. She mentioned Police Chief Ed Delmore brought her two suggestions and she asked him to present those to the city council.

Chief Delmore spoke to the need for improved ballistic protection for all officers. He said increasing the protection for our officers, especially against rifle rounds, is becoming more of an urgent need. He also said the indoor firing range at the Police Department has been inoperable for several years due to safety concerns. He suggested moving forward with a virtual reality simulator. He said the simulator would allow for video recordings of real places within the City to be uploaded to create a realistic scenario for the officers to train with. He said this is cutting edge technology and Pelham would be the only agency within the County and probably the central Alabama region with it.

It was the consensus of those members of the city council present to move forward with a resolution to consider the two purchases.

Adjournment

A motion to adjourn the work session was made by Councilmember Coram and seconded by Councilmember Wash. The motion passed unanimously by voice vote of those members present, and the work session was adjourned at 6:15 p.m.

Respectfully submitted this 22nd day of September 2025.

Jonathan Seale, CMC, City Clerk/Treasurer

Maurice Mercer, President of the Council

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager

FROM: Justin Smith, Assistant City Manager

DATE: September 16, 2025

SUBJECT: FY26 Appropriations

Following recommendation of the FY2026 budget, the Council requested that the Finance Committee meet with support of the City Manager's Office to review FY26 funding requests and provide recommendations to the Council as a whole.

The Finance Committee, having met, and having reviewed applications, supporting documentation and analysis has made the following recommendations, totaling \$54,000:

- Shelby Emergency Assistance: \$1,500.00
- ARC of Shelby County: \$3,000.00
- Shelby County Child Advocacy Center - Owen's House: \$12,500.00
- The B.E.A.T.: \$12,000.00
- Pelham Strong: \$25,000.00

These recommendations are generally consistent with previous recommendations and the attached resolution reflecting this is requested for placement at the next available council meeting.



Pelham

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M E M O R A N D U M

To: Gretchen DiFante, City Manager and Jonathan Seal, City Clerk/Treasurer

From: Seth Greenberg, Executive Director- Pelham Civic Complex and Ice Arena

Date: September 24, 2025

Re: The purchase of a used Zamboni

City Manager DiFante and City Clerk/Treasurer Seal,

I would like to purchase, in a “back-up” capacity a used Zamboni for \$25,000. There are 3200 hours on this machine, which for an older machine is very low. For reference, our existing Zambonis have 4100 and 6000 hours.

This Zamboni was purchased by All Star Arenas, from an arena that went out of business. All Star Arenas, an authorized Zamboni distributor and mechanical contractor, has been performing annual maintenance on this machine for the past 6 years, so I believe this means it has been well maintained. Low mile, well maintained Zambonis for this price do not come around very often.

The necessity of having a back-up Zamboni on site is high. We have been fortunate so far with our current machines but if one of them breaks down and needs to be taken out of service, we will have a hard time keeping up with our current ice schedule demands.

Based on our FY25 operating budget, we could fund this purchase without the need for additional funding from the City.

Thank you in advance for your consideration.

Seth Greenberg
Executive Director
Pelham Civic Complex & Ice Arena



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager
FROM: Andre' Bittas, DSPW Director
DATE: September 29, 2025
RE: Senior Center Pickleball Courts and Restroom/Pavillion

Attached is the proposal from the Shelby County Park and Recreation Authority for the construction of Pickleball courts and restroom/pavilion building at the Senior Center. Total cost of the work is not to exceed \$200,000.

The project is partially funded in FY25 budget, However, a budget amendment in the amount of \$60,000.00 is needed to cover the cost of the project.

Pelham Pickleball Courts Beside the Senior Center - Phase II
Cost Estimate
1/24/2025

<u>SCPARA</u>				
Clearing, Grading and Hauling (670 CY)	16	Days	\$ 1,500.00	\$ 24,000.00
Clearing, Grading and Hauling Fuel	2400	Gallons	\$ 4.50	\$ 10,800.00
#67 Stone (Materials Only)(4" below slab and sidewalk)	164	Tons	\$ 20.25	\$ 3,319.97
Topsoil (Materials)(Stockpile and use material onsite)	0	CY	\$ -	\$ -
Temporary Seeding and Mulching (Materials)	1	LS	\$ 1,000.00	\$ 1,000.00
Silt Fence (Materials)	200	LF	\$ 0.60	\$ 120.00
			Subtotal =	\$ 39,239.97
<u>Excluded Work to be Contracted Directly by City</u>				
Restroom Slab (22' x 34')	1	LS	\$ 7,400.00	\$ 7,400.00
Restroom Construction (Materials by City / Labor by County) (add \$35k to expedite construction using a contractor)	1	LS	\$ 70,000.00	\$ 70,000.00
Restroom Utilities (water, power, sewer)(materials only, County performing install)	1	LS	\$ 7,500.00	\$ 7,500.00
Court Slab (71' x 65')	1	LS	\$ 25,730.00	\$ 25,730.00
Sidewalk (224' x 6')	1	LS	\$ 6,960.00	\$ 6,960.00
Court Nets and Surfacing	2	Each	\$ 8,500.00	\$ 17,000.00
Court Perimeter Fence (8' high)	1	LS	\$ 9,600.00	\$ 9,600.00
Court Divider Fence (4' high)	1	LS	\$ 1,600.00	\$ 1,600.00
Court Lighting	1	LS	\$ -	\$ -
Sod / Landscaping	1	LS	\$ -	\$ -
<u>Engineering</u>				
Plans (City)	1	LS	\$ -	\$ -
Construction Engineering and Inspection (City)	1	LS	\$ -	\$ -
Permits (City)	1	LS	\$ -	\$ -
			Total =	\$ 185,029.97



CITY COUNCIL MEETING AGENDA

Pelham City Hall – Council Chambers

October 6, 2025 – 7:00 p.m.

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

Proper notice of the regular scheduled meeting of the Pelham City Council was given in advance of such 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 October 6, 2025 City Council Agenda
- 2. Approval of the September 22, 2025 and September 30, 2025 Regular Council Meeting Minutes
- 3. **Resolution 2025-10-06-01** for consideration to authorize the use of wall space in Pelham City Park to the Pelham B.E.A.T.
- 4. **Resolution 2025-10-06-02** for consideration to authorize a budget amendment and fund balance transfer for the purchase of protective and training equipment for the Pelham Police Department
- 5. **Resolution 2025-10-06-03** for consideration to accept grant funds on behalf of the City of Pelham Department of Parks & Recreation from the State of Alabama Tourism Department
- 6. **Resolution 2025-10-06-04** for consideration to accept the proposal and authorize a scope of work change related to the design of the Sports Complex Renovations Project

7. **Resolution 2025-10-06-05** for consideration to accept the proposal from and authorize a contract agreement with Gorrie Reagan for the replacement and installation of new timeclocks
 8. **Resolution 2025-10-06-06** for consideration to release the bond money and accept the public street (McAlpin Circle) and rights-of-way within the Ballantrae Subdivision
 9. **Resolution 2025-10-06-07** for consideration to approve a new full-time employee position and job description at Ballantrae Golf Club
 10. **Resolution 2025-10-06-08** for consideration to approve a revised job description and pay range within the Communications Department
- F. Public Hearing(s)
1. Regarding the comprehensive amendment to the City of Pelham Business License Ordinance
- G. Mayor's Report/Comments
- H. Proclamation(s) and Resolution(s) by the Mayor and Others
1. Proclaiming October 2025 as Domestic Violence Awareness Month in Pelham, Alabama
 2. Proclaiming October 2025 as Breast Cancer Awareness Month in Pelham, Alabama
 3. Proclaiming October 2025 as Fire Prevention Month in Pelham, Alabama
- I. Report by the City Manager
1. Citizen Recognition by the Pelham Fire Department
- J. Report by the City Attorney
- K. Request(s) to Address the Council – None
- L. Old Business / Resolutions / Ordinances / Orders and Other Business – None
- M. New Business / Resolutions / Ordinances / Orders and Other Business
1. **Resolution 2025-10-06-09** for consideration to authorize a budget amendment and fund balance transfer for the purchase of a used Zamboni for the Pelham Civic Complex & Ice Arena
 2. **Ordinance No. 526** adopting the City of Pelham Business License Ordinance and repealing previously adopted legislation in conflict herewith (**First Reading**)
 3. **Ordinance No. 527** granting a non-exclusive right-of-way use agreement to Uniti Fiber GulfCo, LLC for the purpose of constructing and maintaining a fiber-based communications system within certain public rights-of-way within the City of Pelham, Alabama (**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.

O. City Council Comments

P. Public Announcements

1. The Pelham Police Department will host the annual National Night Out on Tuesday, October 7, 2025, from 6:00 p.m. to 8:00 p.m. at the Pelham City Park Train Depot parking lot. Police and fire equipment will be on display, along with community organizations, kids' activities, and a free hot dog supper provided by Church of the Highlands Riverchase and First Baptist Church Pelham, with soft drinks generously donated by Colonial Pipeline. The event is free and open to the public.
2. Music in the Park will be held on Sunday, October 12, 2025 and Sunday, October 19, 2025 beginning at 4:30 p.m. and concluding at 6:00 p.m. Bring your family and friends to Pelham City Park and enjoy a fall afternoon together.
3. Fall-O-Ween will be held on Sunday, October 26, 2025 from 1:30 p.m. to 4:30 p.m. at Pelham City Park. Enjoy the best of this fall festival with all the treats and no "tricks". Bungee jump, bounce houses, trick or treating, trackless train, games, craft, face paint, balloon artist, Knockerball, craft area, costume parade and more.

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
September 22, 2025 – 7:00 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: September 22, 2025
Time: 7:00 p.m.
Place: Pelham City Hall – City Council Chambers
Present: President of the Council Maurice Mercer
Councilmember David Coram
Councilmember Chad Leverett
Councilmember Rick Wash
Mayor Gary Waters

Not Present: Councilmember Michael Harris, Jr.

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Council President Mercer called the meeting to order at 7:00 p.m. Councilmember Wash led the invocation. The Pledge of Allegiance was led by Councilmember Coram.

RECORD OF ATTENDANCE

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

CONSENT AGENDA

A consent agenda is presented by the presiding officer at the beginning of a council meeting. Items presented on the consent agenda are considered routine and/or non-controversial, are organized apart from the rest of the agenda, and are adopted by general consent and vote by the city council without debate. Items may be removed from the consent agenda on the request of any one member. Removed items may be considered either immediately after the consent agenda is approved or placed on the agenda at the discretion of the presiding officer and City Council.

1. Approval of the September 22, 2025 City Council Agenda
2. Approval of the September 8, 2025 Regular Council Meeting Minutes
3. **Resolution 2025-09-22-01** for consideration to accept a proposal and enter into an agreement with Skipper Consulting, Inc. for a traffic signal warrant evaluation study located at the intersection of County Road 11 and Grey Oaks Parkway. This project was budgeted for FY2025.

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

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

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

Maurice Mercer, Council President	<u>Yes</u>
David Coram, Council Member	<u>Yes</u>
Chad Leverett, Council Member	<u>Yes</u>
Rick Wash, Council Member	<u>Yes</u>
Michael Harris, Jr., 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.

PUBLIC HEARING(S) – None

MAYOR'S REPORT/COMMENTS – None

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

1. Proclaiming September 2025 as Childhood Cancer Awareness Month in Pelham, Alabama

Mayor Waters, by proclamation, declared September 2025 as Childhood Cancer Awareness Month in the City of Pelham, Alabama. Accepting the proclamation from Mayor Waters was the Riekeberg Family, representing the Destiny StrongER Organization.

2. Proclaiming September 2025 as Hunger Action Month in Pelham, Alabama

Mayor Waters, by proclamation, declared September 2025 as Hunger Action Month in the City of Pelham, Alabama. Accepting the proclamation from Mayor Waters was Jada Winston.

REPORT BY THE CITY MANAGER

City Manager Gretchen DiFante made the following comments:

- Reported Shelby County has completed grading and drainage work for the next phase of the Pelham Greenway Trail project. Paving bids will be opened on October 7, 2025.
- Edgar's Bakery is currently hiring staff and plans to open its new Pelham location in early November.
- Riverchase Kia is undergoing a \$4 million renovation project. While construction is underway, the dealership is operating from temporary trailers. She noted this represents a significant investment in Pelham.
- Bojangles is scheduled to open on October 22, 2025.
- Highlighted the National Burn Camp, an initiative through Children's Hospital in which Pelham Fire Department Captain Wes Greene participated. He will soon attend a national conference in Washington, D.C., with all costs covered by the nonprofit organization.
- A Request for Qualifications (RFQ) for the ReAMP project will be released this week with a submission deadline of October 30, 2025.
- Finance Director Jamie Wagner has been selected for *Momentum*, an executive leadership program. She emphasized this as a significant honor, noting the competitive selection process and congratulating Mrs. Wagner on her achievement.
- Assistant City Manager Justin Smith has been appointed to serve as a national board member for the International City/County Management Association (ICMA).
- She concluded by noting the distinction for Pelham to be represented at such a high level by both Mrs. Wagner and Mr. Smith.

REPORT BY THE CITY ATTORNEY – None

REQUEST(S) TO ADDRESS THE COUNCIL – None

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

NEW BUSINESS / RESOLUTIONS / ORDINANCES / ORDERS and OTHER BUSINESS

1. **Resolution 2025-09-22-02** for consideration to appoint citizens to the Pelham Parks & Recreation Advisory Board was introduced by Council President Mercer.

Councilmember Coram made a motion to approve Resolution 2025-09-22-02. Councilmember Leverett seconded the motion.

There being no further discussion, the motion to adopt Resolution 2025-09-22-02 passed by a unanimous voice vote of those members present and the President of the Council declared the same passed and adopted.

2. **Resolution 2025-09-22-03** for consideration to affirm the appointment of citizens to serve as polling officials during the City of Pelham Municipal Runoff Election on September 23, 2025 was introduced by Council President Mercer.

Councilmember Coram made a motion to approve Resolution 2025-09-22-03. Councilmember Leverett seconded the motion.

There being no further discussion, the motion to adopt Resolution 2025-09-22-03 passed by a unanimous voice vote of those members present and the President of the Council declared the same passed and adopted.

3. **Resolution 2025-09-22-04** for consideration to accept the lowest responsive and responsible bid from Coston General Contractors, Inc. for the Pelham Sports Park Renovations Project was introduced by Council President Mercer.

Councilmember Leverett made a motion to approve Resolution 2025-09-22-04. Councilmember Wash seconded the motion.

City Manager Gretchen DiFante stated the renovations will include a new park entrance, restrooms, concessions stand, and walking paths.

There being no further discussion, the motion to adopt Resolution 2025-09-22-04 passed by a unanimous voice vote of those members present and the President of the Council declared the same passed and adopted.

PUBLIC COMMENTS

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

Cathy Cartagena – 100 Stonehaven Way, Pelham, AL 35124 – Regarding her candidacy for Pelham City Council Place No. 3.

Jada Winston – 1001 Stoneykirk Road, Pelham, AL 35124 – Regarding Grace Klein Community's We Not Me event on Sunday, September 28, 2025.

Ron Griggs – 399 Oxford Way, Pelham, AL 35124 – Regarding his candidacy for Pelham City Council Place No. 4.

Dr. Judy Mannings – 524 Wild Ridge Circle, Pelham, AL 35124 – Regarding her excitement about the progress being made on the next phase of the Pelham Greenway Trail.

CITY COUNCIL COMMENTS

Councilmember Coram noted the runoff election is being held tomorrow. He read an excerpt of a statement written by his daughter regarding the importance of voter participation. He encouraged everyone to please come out and vote tomorrow.

Councilmember Leverett thanked Councilmember Coram for reading a portion of his daughter's statement and said he agreed with her. He added people choose not to run for political office because of the negative public exposure. He said it is important to know the facts before you speak or post to social media. He concluded by reading Matthew 5:16 and encouraged everyone in the community to be a light.

Councilmember Wash noted the runoff election tomorrow. He encouraged everyone to get out and vote. He said one of the greatest rights we have is our right to vote and let our voices be heard. He encouraged everyone to attend a Pelham High School football game. He said the environment is fun and the team has something special going on this year.

Councilmember Harris was not present.

Council President Mercer stated Councilmember Harris was away with his family tonight. He agreed with Councilmember Wash that the environment at the Pelham High School football games is awesome, he encouraged everyone to attend. He said the homecoming parade was great this year and it was fun to see everyone supporting Pelham. He said Salsa in the Park yesterday evening had a great turnout despite the threat of rain. He thanked the Parks and Recreation staff for their hard work coordinating the event.

PUBLIC ANNOUNCEMENTS

1. The City of Pelham Municipal Runoff Election will be held on Tuesday, September 23, 2025. The polling location for all Pelham residents is the Pelham Civic Complex & Ice Arena. Polls will open at 7:00 a.m. and close promptly at 7:00 p.m.
2. The Pelham City Council will hold its official runoff election canvassing meeting on Tuesday, September 30, 2025 at 12:00 Noon.
3. The City of Pelham is accepting applications for the Public Library Board, Places 4 and 5. Applications and resumes are due online by Friday, September 26, 2025 at 12:00 Noon. For more information and to apply, visit www.pelhamalabama.gov.
4. Music at Park 124 will be held on Sunday, September 28, 2025 from 6:00 p.m. to 7:30 p.m. featuring a Linda Ronstadt tribute band, Tucson Rain.
5. Shelby County will host a Free Landfill Day on Saturday, October 4, 2025 from 7:30 a.m. until 3:30 p.m. The Landfill does NOT accept hazardous waste, tires, batteries, or liquids of any type.
6. The City of Pelham has partnered with a local company to provide free document shredding and electronic recycling services for residents on Saturday, October 4, 2025, from 9:00 a.m. to 12:00 p.m. They will set up in front of Pelham City Hall. Please visit the City's website for additional information.
7. The Pelham Police Department will host the annual National Night Out on Tuesday, October 7, 2025, from 6:00 p.m. to 8:00 p.m. at the Pelham City Park Train Depot parking lot. Police and fire equipment will be on display, along with community organizations, kids' activities, and a free hot dog supper provided by Church of the Highlands Riverchase and First Baptist Church Pelham, with soft drinks generously donated by Colonial Pipeline. The event is free and open to the public.

ADJOURNMENT

With no other business before the city council, Councilmember Coram moved to adjourn the council meeting and Councilmember Leverett seconded the motion. By voice vote the motion passed unanimously by those members present and the meeting was adjourned at 7:49 p.m.

Respectfully submitted this 22nd day of September 2025.

Jonathan Seale, CMC, City Clerk/Treasurer

Maurice Mercer, President of the Council

[SEAL]



CITY COUNCIL MEETING MINUTES

**Pelham City Hall
City Council Chambers
September 30, 2025 – 12:00 Noon**

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: September 30, 2025
Time: 12:00 Noon
Place: Pelham City Hall – City Council Chambers
Present: President of the Council Maurice Mercer
Councilmember David Coram
Councilmember Chad Leverett
Councilmember Rick Wash
Councilmember Michael Harris, Jr.
Mayor Gary Waters

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Council President Mercer called the meeting to order at 12:01 p.m. Council President Mercer led the invocation. The Pledge of Allegiance was led by Council President Mercer.

RECORD OF ATTENDANCE

The City Clerk/Treasurer recorded the attendance of the elected officials and announced a quorum was present. City Manager Gretchen DiFante and City Attorney Josh Arnold were not present.

APPROVAL OF AGENDA

Councilmember Coram made a motion to approve the September 30, 2025 City Council Agenda as presented. Councilmember Harris seconded the motion.

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

PUBLIC HEARING(S) – None

MAYOR'S REPORT/COMMENTS – None

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

REPORT BY THE CITY MANAGER – None

REPORT BY THE CITY ATTORNEY – None

REQUEST(S) TO ADDRESS THE COUNCIL – None

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

1. Provisional Ballot Canvass – None
2. **Resolution 2025-09-30-01** for consideration to canvass the results of the 2025 Pelham Municipal Runoff Election was introduced by Council President Mercer.

Councilmember Wash made a motion to approve Resolution 2025-09-30-01 and canvass the results of the 2025 Pelham Municipal Runoff Election. Councilmember Coram seconded the motion.

Council President Mercer requested his statement be included in the minutes as follows:

"On Election Day, an elderly member of our community arrived at the polls within the legally established hours of 7 a.m. to 7 p.m. Unfortunately, they were unable to cast their ballot because the doors had already been locked. The reason given was that the voting machines had registered 7:00 p.m., even though the cellphone GPS timing showed it was still a few minutes earlier.

Voting machines should always be calibrated to the official time—not several minutes fast. In today's world, nearly every cell phone syncs within seconds, and there is no reason a polling place should close early and risk disenfranchising a voter.

As we move forward, I encourage election officials and poll inspectors to ensure that the time on our machines matches the actual and generally accepted official time of day. Every citizen deserves full access to the voting hours guaranteed by law. No one should ever lose their right to vote because of something so preventable."

There being no further discussion, Council President Mercer asked the City Clerk/Treasurer for a roll call vote to approve Resolution 2025-09-30-01.

The roll call vote was recorded as follows:

Maurice Mercer, Council President	<u>Yes</u>
David Coram, Council Member	<u>Yes</u>
Chad Leverett, Council Member	<u>Yes</u>
Rick Wash, Council Member	<u>Yes</u>
Michael Harris, Jr., Council Member	<u>Yes</u>

The motion to approve Resolution 2025-09-30-01 passed unanimously by roll call vote of those members present and the President of the Council declared the same passed and adopted.

PUBLIC COMMENTS

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

Lynn Waters – 131 Pelham Heights Road, Pelham, AL 35124 – Regarding her position as Chief Inspector of the voting precinct at the Pelham Civic Complex & Ice Arena for the 2025 Municipal Runoff Election. She stated the time in which the polls open and close are dictated by the voting machines, not cell phones.

CITY COUNCIL COMMENTS

Councilmember Coram made no additional comments.

Councilmember Leverett congratulated Chris Townes and Markus Snowden on their victories. He also thanked Ron Griggs for running a good campaign. He said he looked forward to serving alongside the new council members.

Councilmember Wash congratulated all the candidates who ran for office this year. He said it is hard to run for public office. He added he hopes those who were not elected will stay involved and look for other ways to serve Pelham citizens.

Councilmember Harris thanked Lynn Waters for her leadership and for serving as a polling official for 33 years.

Council President Mercer congratulated Chris Townes and Markus Snowden on their victories. He thanked Ron Griggs for a well run race and looked forward to him continuing to serve on the Pelham Planning Commission.

PUBLIC ANNOUNCEMENTS – None

ADJOURNMENT

With no other business before the city council, Councilmember Coram moved to adjourn the council meeting and Councilmember Leverett seconded the motion. By voice vote the motion passed unanimously by those members present and the meeting was adjourned at 12:10 p.m.

Respectfully submitted this 30th day of September 2025.

Jonathan Seale, CMC, City Clerk/Treasurer

Maurice Mercer, President of the Council

[SEAL]

RESOLUTION 2025-10-06-01

Authorizing the Pelham B.E.A.T. Exclusive Use of Wall Space in Pelham City Park

WHEREAS, the City of Pelham recognizes the value of public art as a means to promote beautification, cultural enrichment, and community identity; and

WHEREAS, the Pelham B.E.A.T. (Beautification Entertainment & Arts Team) was formed to promote the arts, community beautification, and cultural opportunities within Pelham; and

WHEREAS, the City Council desires to authorize and grant the Pelham B.E.A.T. the use of designated wall space at Pelham City Park for the purpose of curating and creating a community mural that reflects and celebrates Pelham's character, history, and culture; and

WHEREAS, while this authorization does not constitute a formal contractual agreement, parameters are necessary to ensure the use of the wall(s) remains consistent with the public interest.

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

1. The Pelham B.E.A.T. is hereby authorized and granted use of designated wall space at Pelham City Park for the purpose of designing, producing, and maintaining a community mural.
2. The mural shall be designed to reflect, promote, or enhance the community of Pelham and shall contribute positively to the public's enjoyment of the park.
3. The mural shall not include content that is political, commercial advertising, or otherwise inconsistent with the public purpose of the park.
4. The Pelham B.E.A.T. shall coordinate with appropriate City staff regarding the approval of the mural design, scheduling of installation, and any future maintenance.
5. The City of Pelham reserves the right to temporarily suspend or modify this authorization for facility needs, public safety, or other public purposes as determined by the Mayor and/or City Manager.
6. This Resolution is intended solely as an authorization and does not create a binding contract or agreement between the City of Pelham and the Pelham B.E.A.T.

BE IT FURTHER RESOLVED, this Resolution shall take effect immediately upon its adoption.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2025-10-06-01 be given vote, and said resolution passed by a unanimous vote of those members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 6th day of October 2025.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 6th day of October 2025 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 6th day of October 2025.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]

RESOLUTION 2025-10-06-02

Authorizing a Budget Amendment and Fund Balance Transfer for the Pelham Police Department

WHEREAS, the City Council of the City of Pelham, Alabama, recognizes the importance of ensuring the Pelham Police Department is equipped with modern tools and equipment to enhance officer training, safety, and operational readiness; and

WHEREAS, the Police Department has identified an unanticipated surplus in its Fiscal Year 2025 budget that may be used to fund critical needs, including the acquisition of a new training simulator and protective ballistic plates and carriers; and

WHEREAS, the City Council finds it to be in the best interest of the City to authorize the amendment of certain general ledger accounts and a fund balance transfer from Fiscal Year 2025 to Fiscal Year 2026 to ensure that adequate resources are available for such purchases; and

WHEREAS, certain items may be subject to competitive bidding or state-approved purchasing requirements, and the City Manager, Finance Director, and/or City Clerk/Treasurer shall ensure compliance with applicable laws and policies.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council that the City Manager, Finance Director, and/or City Clerk/Treasurer are hereby authorized to amend the designated general ledger accounts of the General Fund to provide for a fund balance transfer from Fiscal Year 2025 to Fiscal Year 2026 for the Pelham Police Department.

BE IT FURTHER RESOLVED that said transfer shall be applied toward the purchase of a new training simulator and protective ballistic plates and carriers, for an amount not to exceed \$106,337.00.

BE IT FURTHER RESOLVED that this amendment and transfer shall be effective immediately upon adoption, and that all purchases shall comply with applicable state bid law and procurement requirements.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2025-10-06-02 be given vote, and said resolution passed by a unanimous vote of all members of the Council present and the President of the Council declared the same passed and adopted.

ADOPTED this 6th day of October 2025.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 6th day of October 2025 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.

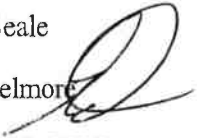
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 6th day of October 2025.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]

CITY OF PELHAM

MEMORANDUM

TO: Jonathan Seale
FROM: Edward Delmore 
DATE: September 29, 2025
SUBJECT: Proposal for 2025 Budget Line Transfers

As I presented to the Mayor and Council last week, the Police Department respectfully requests permission to transfer unexpended FY 2025 funds from various lines in our budget to purchase a firearms training simulator (laser shot) at \$60,797.00 and forty (40) level III rifle grade plates and carriers at \$45,540.00 for a total of \$106,337.00.

Proposal for 2025 Budget Line Transfers

Purpose/Project/Proposal

Firearms/Training Simulations (Laser Shot)=\$60,797.00

(40) Level III Rifle Grade Plates and Carriers-\$45,540.00

Total=\$106,337.00

Top level protection for every officer of the Pelham Police Dept.

World Class Law Enforcement Sim Training—Only in the State of Alabama.

Funding Sources

~~1003510-520345 Gasoline Fuel-Current \$49,546.33--Transfer \$20,000.00~~

1003510-520180 Computer Softw--Current \$22,321.37-Transfer \$10,000.00

1003510-520350-Generator Fuel-Currant \$6,079.04-Transfer \$5,000.00

1003510-520590-Repair & Maint.-Current \$15,666.09-Transfer \$10,000.00

1003510-520520 Physicals-Current \$5,524.00--Transfer \$5,000.00

1003510-520595 Recruitment-Current \$15,417.70--Transfer \$15,000.00

1003510-520600-Repair Radios-Current \$31,295.83--Transfer \$28,000.00

1003510-550197 Non-Capitalized-Current \$13,904.38--Used \$13,904.38

Total=\$106,904.38



LASER SHOT, INC
4214 Bluebonnet Dr
Stafford Texas 77477
(281) 240-1122 * FAX (281) 475-7464
www.lasershot.com

Quote

Date: 9/17/2025
Quote #: 42475
Expiration Date: 10/17/2025

To: Pelham Police Department
Attn: Deputy Chief Kevin Davis
32 Philip Davis St
Pelham AL 35124

Salesperson	Email	Telephone	Shipping	Payment Terms
Dennis Taylor	dtaylor@lasershot.com	850-528-9096	30-45 ARO	Check
Qty	Description	Unit Price	Line Total	
1	CUSTOM SYSTEM, SIMRANGE ST 2.0 QS TRAINING SIMULATOR	64,128.00	\$	64,128.00
System Includes the following items:				
<u>Hardware:</u>				
1	Sim Range ST 2.0 w/ Integrated Camera & Flashlight			
1	Software, Weapons Interface			
1	LS Speaker, Nano Compact			
1	Mini Gaming PC			
1	Wireless Keyboard & Touchpad			
1	JTS Control Tablet			
1	JTS Router			
1	Sim Range Tray			
1	Screen, 9"			
1	1650 Pelican Case			
<u>Software:</u>				
1	Software, Preliminary Marksmanship Instruction, Law Enforcement			
1	Software, Player w/JTS Complete Library			
1	Software, JTS Remote Viewer			
1	Software, SRO Scenarios			
1	Software, SLED Scenarios			
1	Software, Charging Drill			
1	Software, Course of Fire II			
1	Software, CQC Alpha Pack			
1	Software, Max Michelle Pro Shooter Experience			
1	Software, Practical Shooting Alpha-Juliel			
1	Software, Practical Shooting Alpha-Delta: Head-To-Head			
1	Software, Pro Shooting Challenge (5 Pack)			
1	Software, Skill Drills I			
1	Software, Steel Challenge			
<u>Training Weapons:</u>				
2	SIM 7 Dryfire Trainer, IR			
1	Protective Case, Small			
2	SIM 4 Dryfire Trainer, IR			
2	Protective Case, Long			
2	OC Spray Kit, Keypress			
2	Taser 10"			
2	Glock 17 Simulated Recoil Weapons (FD 1 & 2)			
2	Flashlight Trainer, IR			
1	Gunshot Box w/ Interface			
1	CO2 Refill Adapter w/ Tank Stand			
<u>Training:</u>				
1	Virtual Training			
<u>Warranty:</u>				
1	12 Month (1) Year Warranty			

A 3.5% Merchant fee will be added to all Credit Card Transactions

Subtotal \$ 64,128.00

SHOW Discount \$ (3,906.00)

Freight \$ 575.00

Total \$ 60,797.00

*Confidentiality Notice: This Quote is confidential and is intended only for the review of the party to whom it is addressed. This Quote is subject to Laser Shot's Standard Terms and Conditions of Sale. *The BUYER must obtain at his own risk and expense any export and/or import license or other official authorization and carry out, where applicable, all customs formalities necessary for the export and/or import of the goods. Laser Shot, Inc. shall under no circumstances be responsible for any failure to file an order due to: 1) failure of buyer to obtain export licenses, 2) export controls or authorizations, or 3) any existing or future laws or acts of Government (including specifically, but not exclusively, any orders, rules, or regulations issued by any official of any such government). * All prices quoted are US Dollars. * Laser Shot is responsible for collecting sales tax in the following states: CA, CT, FL, GA, IL, IN, KS, KY, MD, ME, MN, NY, NC, PA, SC, TX, VA, WA, WI, WV. Purchase order (s) issued as a result of this proposal in any of these states, applicable sales tax will be added to the final invoice. If your organization is federal or state tax exempt, a copy of the tax exemption certificate must be provided.

Wire Transfer Information:
Comerica Bank, Houston, Texas, USA
Route #: 111000733
Account #: 1881483828
Account Name: Laser Shot, Inc.
Swift Code: MNBDUS33



Quotation

BLAISING FIRE & WATER, INC
3025 WILSON STREET
PELHAM, AL 35124

Date 9/29/2025
Quotation # Pelham Armor 40 BLACK Carrier
Customer ID

Quotation For

Pelham Police Department
Kevin Davis
Kdavis@pelhamalabama.gov

Quotation valid until: 10/29/2025
Prepared by: Justin

Comments or Special Instructions

Salesperson	P.O. Number	Ship Date	F.O.B. Point	Terms
JP				Due on receipt

Quantity	Description	Unit Price	Taxable?	Amount
0	HRT HRAC Carrier BLACK Including Maximus Placard System, QR Cumberbund Medium / Large	\$ 360.00	No	\$ -
40	HRT HRAC Carrier BLACK Including Maximus Placard System, QR Cumberbund X Large (Figured with the cost of the XL cumberbund version)	\$ 375.00		\$ 15,000.00
80	BDS H4001-1 Level III Lightweight Armor 3.2 lb 10 Year Warranty	\$ 352.75		\$ 28,220.00
40	POLICE Identification PVC Patch 6 x 3	\$ 11.00		\$ 440.00
40	POLICE Identification PVC Patch 9 x 4	\$ 12.00		\$ 480.00
1	Shipping From Suppliers	\$ 425.00		\$ 425.00

DISCLAIMER:

All credit card payments will be subject to a processing fee of 4% added to the pre-taxed total.

Tax Rate	0.00%
Sales Tax	\$ -
Other	
TOTAL	\$ 44,565.00
TOTAL USING CREDIT CARD	

RESOLUTION 2025-10-06-03

Accepting an Alabama Department of Tourism Grant

WHEREAS, the City of Pelham acknowledges it serves a public purpose to provide special programming events in the City for its citizens.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to accept the State of Alabama's Department of Tourism Grant in the amount of \$2,600.00 on behalf of the City of Pelham Parks & Recreation Department and hereby authorizes the Mayor, on behalf of the City, to execute the Letter of Understanding between the State of Alabama and the City of Pelham.

BE IT FURTHER RESOLVED no grant match is required from the City of Pelham.

BE IT FURTHER RESOLVED to extend its appreciation to Shelby County Legislative Delegation and Alabama State House Representative Kenneth Paschal on behalf of the City of Pelham for his efforts in the awarding of the Alabama Department of Tourism Grant.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2025-10-06-03 be given vote, and said resolution passed by a unanimous vote of all members of the Council present and the President of the Council declared the same passed and adopted.

ADOPTED this 6th day of October 2025.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 6th day of October 2025 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 6th day of October 2025.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

STATE OF ALABAMA

September 15, 2025

Gary Waters, Mayor
City Of Pelham
PO Box 1419
Pelham, Alabama 35124

Dear Gary:

I am pleased to inform you that your organization has been awarded a grant of \$2,600.00 from the Alabama Tourism Department Legislative grant program for FY 2025. These funds will be subject to proration if declared. Your expenditures will help grow Alabama's economy and create jobs in our tourism industry.

Pending completion of your project, funds will be allocated according to the enclosed agreement. I am also, enclosing a disclosure statement, which is a component of Act 2001-955. Please complete the enclosed disclosure statement and return with signed original agreement to:

Legislative Grant Coordinator
Alabama Tourism Department
Post Office Box 4927
Montgomery, AL 36103-4927

Please accept my thanks for the work that you and your associates do that make Alabama a more successful and productive state.

Sincerely,

A handwritten signature in black ink that reads "Kay Ivey". The signature is written in a cursive, flowing style.

Kay Ivey
Governor

KI/lc



KAY IVEY
GOVERNOR

Alabama Tourism Department

September 15, 2025

LEE SENTELL
DIRECTOR

LETTER OF UNDERSTANDING

It is hereby understood that the Alabama Tourism Department will appropriate \$2,600.00 from Fiscal Year 2024-25 funds to the City Of Pelham, Gary Waters, Mayor, PO Box 1419, Pelham, AL 35124. These funds are provided to assist with expenses involved with Music in the Park - Oct 19, 2025.

Payment will be upon the execution of this agreement. Payment rendered in this agreement provides assistance in continuing efforts to positively impact Alabama tourism.

Please indicate your agreement with the above by signing all enclosed agreements and by returning all originals to our office **within 30 days**.

In witness thereof, the parties hereto have executed this agreement on this 6th day of Oct., 2025.

Approved By:

Kay Ivey
Kay Ivey, Governor
State of Alabama

Lee Sentell
Lee Sentell, Director
Alabama Tourism Department

Gary J. Waters
Gary Waters, Mayor
City Of Pelham
STAARS Vendor Customer Number VC000104292

House Member(s) Kenneth Paschal



STATE OF ALABAMA Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM City of Pelham

ADDRESS PO Box 1419

CITY, STATE, ZIP Pelham, AL 35124

TELEPHONE NUMBER

205.620.6400

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Alabama Tourism Department

ADDRESS

401 Adams Ave., Suite 126

CITY, STATE ZIP

Montgomery, AL 36104

TELEPHONE NUMBER

(334) 242-4169

This Form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☒ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☒ Yes ☐ No

If yes, identify below the State Agency/Department that received the Goods or Services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
ALDOT	Agreement to maintain right-of-way along U.S. Highway 31	\$4,500.00 - annually

Have you or any of your partners, divisions or any related business units previously applied and receive any grants from any State Agency/Department in the current or last fiscal year?

☒ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
Alabama Tourism Dept.	Grant funds	\$3,900.00

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
N/A		

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of our employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
N/A			

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
N/A	

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00 is applied for knowingly providing incorrect or misleading information.

Signature

Jonathan S. Duke

Notary's Signature

October 6, 2025

Date

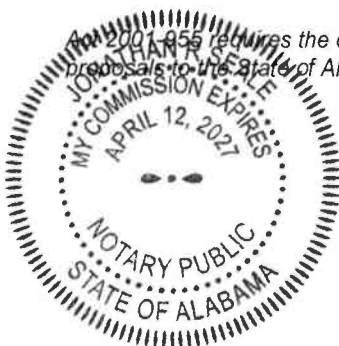
October 6, 2025

Date

April 12, 2027

Date Notary Expires

Alabama Code 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.



RESOLUTION 2025-10-06-04

Accepting a Proposal from Chambliss King Architects for Professional Services Related to the Pelham Sports Complex Renovations Project

WHEREAS, the Pelham City Council determined it served a public purpose for the City of Pelham to enter into a contract agreement for architectural, engineering design, and landscape design services based on the scope of work for the Pelham Sports Complex Renovations Project by adopting Resolution 2025-07-07-03; and

WHEREAS, the Pelham City Council has determined it is prudent to increase the design scope of work of the project to complement the redesign of Field No. 1 by replacing and updating the existing fencing and six dugouts at the remaining three fields.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pelham, Alabama that the Council hereby accepts the increased design scope with Chambliss King Architects for the purposes specified herein in an amount not to exceed \$23,000.00.

BE IT FURTHER RESOLVED, that the Mayor, on behalf of the City, is hereby authorized to execute any and all necessary documents as it relates to the proposal and/or applicable contract agreement.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2025-10-06-04 be given vote, and said resolution passed by a unanimous vote of those members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 6th day of October 2025.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 6th day of October 2025 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 6th day of October 2025.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager
FROM: Andre' Bittas, DSPW Director
DATE: September 29, 2025
RE: Pelham City Park Renovations

Attached is the proposal from Chambliss King Architects for the additional Architectural and Engineering design services based on the updated scope of work for the City Park Renovations project. The total cost of these services not to exceed \$22,883.00

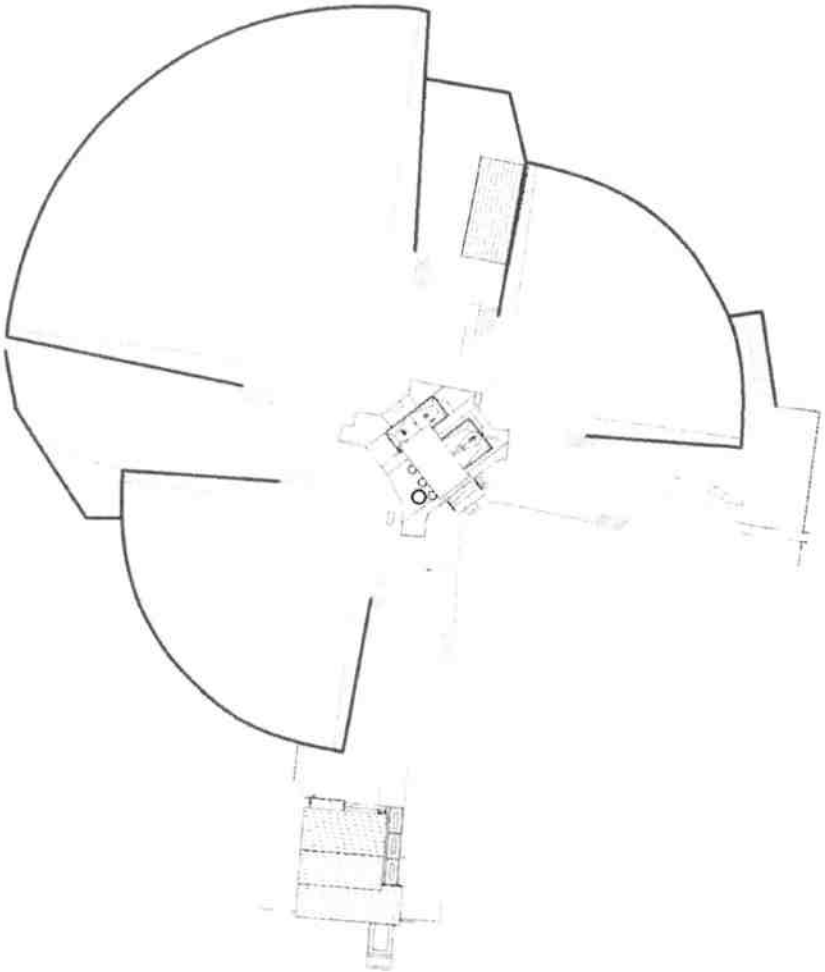
The project is budgeted in the FY25 budget.

Fields 2-4 Additional Scope Items				
2,526	l.f.	6' Black Vinyl Chainlink Fence (Fields 2-4)	\$45.00	\$113,670.00
2,526	l.f.	8x18 Concrete Curb w/ Rebar	\$40.00	\$101,040.00
6	each	Dugout Enclosure w/ Canopy	\$22,000.00	\$132,000.00
				\$346,710.00

l.f.

Field 2	335
	132
	132
Field 3	500
	200
	200
Field 4	335
	132
	132
Perimeter	428
	2526

6.6% Design Fee
\$22,882.86 Design Fee Total



Thanks,

Michael Shows, AIA | Principal

RESOLUTION 2025-10-06-05

Accepting Proposal and Authorizing Contract with Gorrie Reagan for Timeclocks

WHEREAS, the City of Pelham utilizes timeclock technology in various departments and facilities to track employee attendance and work hours; and

WHEREAS, the City was informed in 2021 the biometric timeclock technology then in use was becoming obsolete and approaching end of life, requiring frequent repairs and maintenance; and

WHEREAS, the City has received a proposal and contract agreement from Gorrie Regan to replace the six remaining biometric timeclocks located in the Public Works Department, Parks & Recreation Department, the Racquet Club, and the Ballantrae Golf Club with new timeclocks utilizing facial recognition technology.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pelham, Alabama that the proposal and contract agreement from Gorrie Regan to replace the remaining biometric timeclocks with new facial recognition timeclocks, as outlined herein, is hereby accepted and authorized.

BE IT FURTHER RESOLVED, that the Mayor, on behalf of the City, is hereby authorized to execute any and all necessary documents as it relates to the proposal and/or applicable contract agreement.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2025-10-06-05 be given vote, and said resolution passed by a unanimous vote of those members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 6th day of October 2025.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 6th day of October 2025 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 6th day of October 2025.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]

CITY OF PELHAM

MEMORANDUM

TO: Tracy Hill
FROM: Candy Porter
DATE: September 23, 2025
SUBJECT: Timeclock Replacement

Attached, you will find a proposal from Gorrie Regan to replace the remaining biometric timeclocks with new technology clocks that use facial recognition. Justin has reviewed and approved the proposal.

As you know, we were told in 2021 that biometric technology was becoming obsolete and would be nearing end of life soon. We have been able to sustain them but they have required constant repair. We had one in the water department that had to be replaced last year that could no longer be repaired.

This proposal replaces the six remaining clocks located in Public Works, Recreation Center, Parks, Racquet Club, Ballantrae clubhouse and maintenance shop.

These funds were budgeted for FY26.



Gorrie-Regan & Associates, Inc. Proposal For:
Timeclocks Budgetary 2025-2026

CANDY PORTER

CITY OF PELHAM

P O BOX 1419

ACCOUNTS PAYABLE

PELHAM, AL 35124

Presented By:

Joanna Smith

joanna.smith@gorrieregan.com

Proposal: 36646

Date: 2025-01-28

Statement of Work

Due to security concerns with multiple types of timeclocks, Attendance on Demand made the decision that GT-400 Hand Punch timeclocks will no longer communicate with AOD software beginning 1/1/26.

This proposal is to implement Iris/Facial timeclocks for the next budget year.

Proposal for six Iris ID IT100-AMP facial timeclocks (touchless, with Power over Ethernet capability.)

Iris clocks working with AOD now require a monthly hosted software called Time Terminal which manages all communication and employee biometric templates in AOD. All clocks working with AOD beyond 2025 now require a monthly hosted software.

Iris clocks will require one-time Time Terminal setup fee.

Clock installation and monthly maintenance is also on the proposal.

Iris/Facial Clocks and Time Terminal monthly priced at discounted rates.

Additional Time Terminal profile to be added for iPad (to be purchased by client) and utilized at Tennis Courts.

Proposal Details

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
IT100-AMP	Iris ID Systems, Inc. Information Controls, Inc.	Iris/Facial Time Clocks with Power over Ethernet	6.00	\$2,500.00	\$15,000.00
TTIRIS		Time Terminal for Iris ID iT100 (Monthly)	6.00	\$30.00	\$180.00
SERVICE- CONTRACT		Time Clocks Maintenance Contract (Monthly)	6.00	\$25.00	\$150.00
INSTALLATION		Order process, install, test, train & travel.			\$3,960.00
TTIRIS	Information Controls, Inc.	Time Terminal for use on iPad (Monthly)	1.00	\$50.00	\$50.00
TTIRIS	Information Controls, Inc.	Initial Time Terminal Setup Fee - One Time			\$500.00

General Terms & Conditions

The customer agrees to purchase the services, training, products and other implementation related items listed in this document per the terms listed below. The equipment provided shall remain the property of Gorrie-Regan & Associates (hereafter referred to as GRA) until total payment is made per the prices listed on quote page(s). Upon failure to pay fully for the systems and services, GRA reserves the right to repossess the equipment at the purchasers expense. This order is not binding unless and until accepted by GRA management.

General Terms and Conditions

1. Introduction

These General Terms and Conditions ("Terms") govern the sale, installation, and servicing of solutions provided by Gorrie-Regan & Associates ("Company"), a privately owned business in Alabama. By purchasing products or engaging services from the Company, the customer ("Client") agrees to these Terms in full.

2. Scope of Services

Gorrie-Regan & Associates provides sales, installation, and maintenance of security and technology solutions, as mutually agreed upon in writing for each project. The Company offers services in the following categories, unless otherwise specified:

- Video Surveillance Systems (hardware, installation, and manufacturer-supported configuration)
- Access Control Systems (hardware, installation, and manufacturer-supported configuration; excludes ongoing credential management unless explicitly contracted)
- Intrusion Detection Systems (installation and integration with third-party monitoring services as applicable)
- Parking Revenue Systems (hardware installation; excludes operational management or financial processing)
- Time and Attendance Systems (hardware installation and basic integration support; excludes payroll or HR software management)
- Network and Low Voltage Cabling (installation in compliance with applicable industry standards; excludes IT network security or administration)

Limitations:

- All services are provided on a case-by-case basis and must be detailed in a separate written agreement.
- Gorrie-Regan & Associates does not assume responsibility for third-party software, cloud-based services, or cybersecurity protections unless explicitly agreed upon in writing.
- Ongoing system monitoring, management, or support requires a separate maintenance or service agreement.

3. Quotes and Pricing

- All quotes are valid for seven (7) days unless otherwise specified in writing.
- Prices are subject to adjustment based on material costs, labor rates, supply chain disruptions, or other external factors.
- Prices may also change without prior notice due to political developments, global economic conditions, tariffs, import/export restrictions, or other unforeseen external factors beyond the Company's control.
- The Company reserves the right to pass through any additional costs, including but not limited to tariffs, duties, and regulatory fees, that that may arise after the quote is issues.

• ***Tariff Pass-Through Notice***

Due to recent federal tariff changes, certain equipment and parts may be subject to additional tariff charges at the time of shipment.

Gorrie-Regan will pass through any applicable tariffs transparently, without markup, similar to sales taxes. Clients will be notified in advance if any portion of their project or service call is impacted.

We remain committed to minimizing these impacts wherever possible and to communicating promptly.

- Any deviations from the original quote require mutual written agreement from both parties.

4. Payment Terms

- Standard payment terms are Net 30 from the invoice date unless otherwise agreed upon in writing.
- Late payments are subject to a finance charge of 1.5% per month or the maximum rate permitted by law.
- A deposit may be required for any project exceeding \$5,000, which must be received before ordering materials or commencing work.

5. Installation and Service

- Installation schedules are estimates and may change due to unforeseen circumstances, including supply chain disruptions or permitting delays.
- The Client must provide adequate site access for installation and service personnel.
- Any changes to the installation scope must be documented and approved in writing; additional costs may apply.

6. Equipment, Warranties, and Cybersecurity

- All equipment is covered under the manufacturer's warranty.
- The Company provides a 12-month workmanship warranty from the installation date.
- Warranty coverage excludes damage caused by misuse, unauthorized modifications, improper maintenance, power surges, or acts of nature.
- Extended warranties, maintenance contracts, and periodic equipment inspections are available for an additional fee.
- Cybersecurity Disclaimer: The Company is not responsible for any damages, breaches, or system failures resulting from cybersecurity attacks, hacking incidents, ransomware, malware, or unauthorized access to installed systems, whether through third-party software vulnerabilities, compromised network infrastructure, or other security threats.
- The Client is responsible for implementing and maintaining appropriate cybersecurity protections, including but not limited to strong passwords, firewalls, and regular system updates.

7. Liability and Indemnification

- The Company shall not be liable for indirect, incidental, or consequential damages, including but not limited to loss of business revenue, data loss, system failures, unauthorized access, or operational downtime.
- The Client agrees to indemnify and hold harmless the Company from any claims, damages, or liabilities arising from the misuse or improper operation of installed systems.
- The Company does not provide continuous monitoring or cybersecurity services beyond the installation and initial configuration of systems unless explicitly agreed upon in writing.

8. Compliance and Permits

- The Client is responsible for obtaining all necessary permits for installation, unless otherwise agreed upon in writing.
- The Company ensures that all work complies with applicable local, state, and federal regulations but is not responsible for any changes to compliance requirements post-installation.

9. Confidentiality

- Both parties agree to maintain the confidentiality of all proprietary, business-sensitive, or security-related information exchanged during project planning, installation, and servicing.

10. Termination

- Either party may terminate the agreement with 30 days' written notice.
- If termination occurs after work has commenced, the Client is responsible for all work completed and materials purchased up to the termination date.

11. Governing Law

- These Terms shall be governed and interpreted in accordance with the laws of the State of Alabama.

12. Dispute Resolution

- Any disputes arising from these Terms shall be resolved exclusively through binding arbitration in Alabama.

13. Amendments

- The Company reserves the right to amend these Terms as needed. Clients will be notified of any material changes before they take effect.

By engaging with Gorrie-Regan & Associates, the Client acknowledges and agrees to these General Terms and Conditions in their entirety.

Maintenance Agreement

Agreement Date: 09/20/2025
Service Coverage Period: 09/20/2025 to 09/20/2028

This Equipment Maintenance and Support Agreement ("Agreement") is entered into between Gorrie Regan & Associates, Inc., an Alabama corporation with its principal place of business at 279 Snow Drive, Birmingham, AL 35209 ("Provider" or "Gorrie Regan"), and {{CITY OF PELHAM}} ("Client"), with service address at {{3162 PELHAM PKWY. PELHAM, AL 35124}}.

1. COVERED EQUIPMENT

The equipment listed in Schedule A (attached hereto and incorporated by reference) is covered under this Agreement for the full term specified herein. This Agreement may be modified only upon written consent of both parties in the event of equipment upgrades, removals, or additions. Provider is assuming maintenance responsibility for equipment owned by Client.

Total Annual Contract Amount: \$ 1,800.00 (to be billed MONTHLY @ \$150/MONTH)

2. HARDWARE SUPPORT SERVICES

2.1 Hardware Repair and Replacement

Provider will furnish all labor and parts necessary to repair or replace covered equipment, excluding damage caused by:

- Acts of God, natural disasters, or severe weather events
- Lightning strikes or electrical surges
- Intentional misuse, abuse, or negligence
- Vandalism or damage by unauthorized third parties
- Normal wear and tear of consumable items

2.2 Loaner Equipment

Subject to availability, Provider may supply temporary replacement equipment while Client's equipment is being repaired.

2.3 Service Charges

A travel charge may be applied to service calls.

2.4 Excluded Services

The following services are NOT COVERED and will be billed at Provider's standard rates:

- Relocation or reinstallation of existing equipment
- Modifications to system parameters from original configuration
- Work necessitated by third-party service providers or software
- Upgrades or enhancements beyond original specifications

3. SERVICE HOURS AND RESPONSE TIMES

3.1 Standard Business Hours

Monday through Friday, 8:00 AM to 5:00 PM CST, excluding federal holidays

3.2 Emergency Support

After-hours emergency support is available upon request at Provider's standard emergency rates.

3.3 Contact Information



- Technical Support: (888) 861-9600
- Email Support: service@gorriereg.com
- Emergency Line: (800) 239-2920

3.4 Response Time Commitments

- Critical/Emergency Issues: Response within one (1) business hour
- Non-Critical Issues: Response within four (4) business hours

All service requests will be documented and confirmation sent via email when provided. Complete service history records are available upon request.

4. AGREEMENT TERM AND RENEWAL

4.1 Initial Term

This Agreement shall remain in effect for the coverage period specified above.

4.2 Automatic Renewal

This Agreement will automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration date.

4.3 Renewal Terms

Renewal rates will be communicated via invoice sent to Client's billing address. Payment of the renewal invoice constitutes acceptance of renewal terms.

5. PAYMENT TERMS

5.1 Service Fee

The service fee is due upon execution of this Agreement and 15 days after invoice date on future invoices.

5.2 Additional Services

Services not covered under this Agreement may be provided on a time-and-materials basis at Provider's current rates.

6. SUSPENSION AND TERMINATION

6.1 Right to Third-Party Services

Nothing herein restricts Client's right to obtain maintenance services from third parties.

6.2 Non-Refundable Payments

All payments made under this Agreement are non-refundable.

6.3 Suspension for Non-Payment

Provider may suspend services if Client becomes more than thirty (30) days delinquent on any payment obligation. During suspension, services will be provided on a time-and-materials basis. Suspension periods do not extend the Agreement term.

6.4 Termination

Either party may terminate this Agreement with thirty (30) days written notice.

7. WARRANTIES AND LIMITATIONS

7.1 Limited Warranty

Provider warrants that all services will be performed in a workmanlike manner consistent with industry standards. Client's sole remedy for breach is re-performance of deficient services.

7.2 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

7.3 Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF USE, OR LOSS OF DATA, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. FORCE MAJEURE

Neither party shall be liable for delays or failures in performance due to circumstances beyond their reasonable control, including but not limited to acts of God, government actions, labor disputes, or other unforeseeable events.

9. GENERAL PROVISIONS

9.1 Governing Law

This Agreement shall be governed by the laws of the State of Alabama.

9.2 Entire Agreement

This Agreement, including any attached schedules, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements.

9.3 Amendment

This Agreement may be modified only by written instrument signed by both parties.

9.4 Severability

If any provision is deemed invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

SIGNATURE PAGE

CLIENT:

Signature: _____ Date: _____

Print Name: _____

Title: _____

PROVIDER:

Signature: Joanna Smith Date: 09/19/2025

Print Name: Joanna Smith

Title: Executive Account Manager

Gorrie Regan & Associates, Inc.



SCHEDULE A - COVERED EQUIPMENT

6 - iT100 Iris ID Time Clocks

Additional equipment may be added by written amendment to this Agreement.

Total Number of Covered Items: 6

Notes/Special Considerations:

Payment Terms & Special Notes

Payment Terms:

☒ 50/40/10/: 50% with order, 40% on receipt of equipment or software, and final 10% on project completion.

☒ Phased Payments: If this section is initialed, the parties acknowledge that 50% of contract amount is due upon execution of this agreement. The remaining balance will be progress billed based on percentage of completion.

☒ Software & Hardware as a Service (SHaaS) or Hosted contracts continue for 24-months from the first billing month unless otherwise specified. If cancelled prior to contract's end, then customer agrees to pay all the remaining months left in the contract. Minimum monthly billing amount specified in the body of the quote.

☐ GRA Lease Option: If this section is initialed, the parties acknowledge that a Gorrie-Regan full service lease agreement will be executed.

ALL APPLICABLE FEDERAL AND STATE TAXES WILL BE ADDED TO PRICES UNLESS EXEMPTION CERTIFICATE IS FURNISHED.

**ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3.5% PROCESSING FEE.

Proposal Summary

BILL TO:	SHIP TO:
CITY OF PELHAM P O BOX 1419 ACCOUNTS PAYABLE PELHAM, AL 35124	CITY OF PELHAM 3162 Pelham Pkwy PELHAM, AL 35124

PROJECT EQUIPMENT AND LABOR

Description	Amount
Purchased Equipment (iT100 Iris ID Time Clocks)	\$15,000.00
Programming, Setup, & Installation	\$3,960.00
Time Terminal Initial Setup Fee	\$500.00
Total One Time Charges	\$19,460.00

MONTHLY AGREEMENT

Description	Amount
Service Support Agreement - Monthly	\$150.00
Time Terminal - Monthly	\$230.00

This Proposal shall become binding on the parties hereto when signed by Subscriber and accepted and approved by Gorrie-Regan & Associates, Inc.. By Customer's signature, Customer acknowledges that they have read, understood and agreed to Gorrie-Regan & Associates, Inc. Terms and Conditions.

CUSTOMER: CITY OF PELHAM

Gorrie-Regan & Associates, Inc.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Joanna Smith

Joanna Smith

Executive Account Manager

09/19/2025

RESOLUTION 2025-10-06-06

Release of Street Bond Money and Accepting the Dedication of Certain Public Street(s) and Rights-of-Way: McAlpin Circle, Ballantrae Subdivision

WHEREAS, the Pelham City Council desires to release street bond money and accept the dedication of certain street(s), and rights-of-way within the city limits of Pelham, Alabama.

NOW, THEREFORE, BE IT RESOLVED that the Pelham City Council approves the release of the McAlpin (at Ballantrae) Circle bond money and the dedication of the public street(s) and rights-of-way within said subdivision as shown on the final plat per the recommendation of the City of Pelham's City Engineer and approved unanimously by the Pelham Planning Commission on September 12, 2024.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2025-10-06-06 be given vote, and said resolution passed by unanimous vote of the Council present, and the President of the Council declared the same passed and adopted.

ADOPTED this 6th day of October 2025.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 6th day of October 2025 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 6th day of October 2025.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

BOND MONEY RELEASE & STREET DEDICATION

DATE 09/18/25

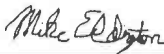
SUBDIVISION McAlpine at Ballantrae

ADDITION N/A PHASE SECTOR

Subdivision has been inspected and release of bond money is approved. Final Paving 9-12-25

Sidewalks have been certified ADA compliant by a licensed surveyor

McAlpin Circle

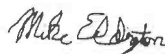
BY 
City Engineer

DATE 9-18-25

I recommend that the Pelham City Council accept and approve the dedication of this subdivision,

McAlpin at Ballantrae and accept dedication of

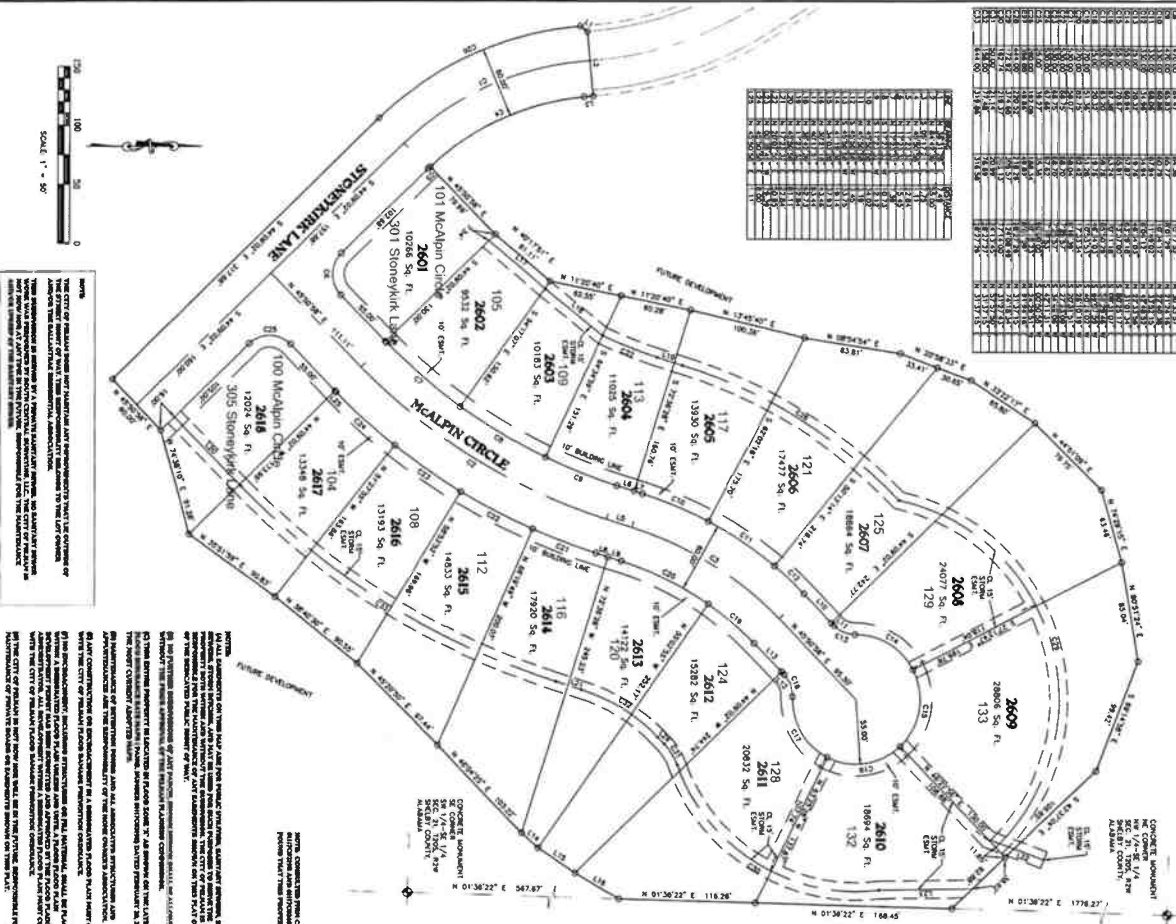
the public streets, and rights-of-way shown on the final plat.

BY 
City Engineer

DATE 9-18-25

Map 60 Page 545

Block	Area	Owner	Acres	Area	Owner	Acres	Area	Owner	Acres
101	101	101	101	101	101	101	101	101	101
102	102	102	102	102	102	102	102	102	102
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NOTES: ALL LOTS SHOWN HAVE A MINIMUM WIDTH OF 70 FT.

THE CITY OF PEACHES, ALABAMA, HAS REVIEWED THIS MAP AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF PEACHES, ALABAMA, ORDINANCE NO. 10, WHICH PROVIDES THAT THE CITY OF PEACHES, ALABAMA, SHALL BE RESPONSIBLE FOR THE REVIEW OF ALL MAPS SUBMITTED TO THE CITY OF PEACHES, ALABAMA, FOR REVIEW AND APPROVAL. THE CITY OF PEACHES, ALABAMA, HAS REVIEWED THIS MAP AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF PEACHES, ALABAMA, ORDINANCE NO. 10, WHICH PROVIDES THAT THE CITY OF PEACHES, ALABAMA, SHALL BE RESPONSIBLE FOR THE REVIEW OF ALL MAPS SUBMITTED TO THE CITY OF PEACHES, ALABAMA, FOR REVIEW AND APPROVAL.

NOTES: THE CITY OF PEACHES, ALABAMA, HAS REVIEWED THIS MAP AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF PEACHES, ALABAMA, ORDINANCE NO. 10, WHICH PROVIDES THAT THE CITY OF PEACHES, ALABAMA, SHALL BE RESPONSIBLE FOR THE REVIEW OF ALL MAPS SUBMITTED TO THE CITY OF PEACHES, ALABAMA, FOR REVIEW AND APPROVAL.

SETBACKS:
FRONT: 10 FT.
SIDE: 5 FT.
REAR: 10 FT.

NOTES: THE CITY OF PEACHES, ALABAMA, HAS REVIEWED THIS MAP AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF PEACHES, ALABAMA, ORDINANCE NO. 10, WHICH PROVIDES THAT THE CITY OF PEACHES, ALABAMA, SHALL BE RESPONSIBLE FOR THE REVIEW OF ALL MAPS SUBMITTED TO THE CITY OF PEACHES, ALABAMA, FOR REVIEW AND APPROVAL.



McALPIN AT BALLANTRAE

A SINGLE FAMILY RESIDENTIAL SUBDIVISION SITUATED IN THE
S.W. 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH,
RANGE 2 WEST, CITY OF PEACH, SHELBY COUNTY, ALABAMA.

DEVELOPER:
DAL PROPERTIES
3112 HWY 109
WILSONVILLE, AL 35166
(205) 421-4333

SURVEYOR:
SOUTH CENTRAL SURVEYING, LLC
P.O. BOX 917
ALABASTER, AL 35007
TP 205-229-1993

STATE OF ALABAMA

The undersigned, William D. Calhoun, Jr., Professional Land Surveyor, State of Alabama, D.L. Property, LLC, do hereby certify that the foregoing plat is a true and correct copy of the original plat as the same was filed for record in the office of the County Clerk of Peach County, Alabama, on this 9th day of September, 2024.

Witness my hand and seal this 9th day of September, 2024.

W. D. Calhoun, Jr.

AL Reg No. 22201

My Commission Expires 9-30-2027

My Commission Expires 9-30-2027

My Commission Expires 9-30-2027

My Commission Expires 9-30-2027

My Commission Expires 9-30-2027

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My Commission Expires 9-30-2027

My Commission Expires 9-30-2027

FINAL PLAT
McALPIN AT BALLANTRAE,
DAL PROPERTIES
3112 HWY 109
WILSONVILLE, AL 35166

South Central Surveying, LLC
RESIDENTIAL & COMMERCIAL LAND SURVEYING
P.O. BOX 917
ALABASTER, ALABAMA 35007
PHONE 205-229-1993

REVISIONS	DATE	BY	REMARKS
1	9/24/24	WDC	Initial Survey

RESOLUTION 2025-10-06-07

Approving a New Full-Time Job Position at Ballantrae Golf Club

WHEREAS, the Pelham City Council has reviewed the proposed full-time job position, description, and pay range recommended by the City's Human Resources Department.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council in accordance with The City of Pelham, Shelby County, Alabama, Civil Service System Act approves the following job description and pay range of Golf Operations Manager as provided to the Pelham City Council and abolishes the current positions of Head Golf Professional and Events/Membership Manager, as detailed by the memorandum attached hereto.

BE IT FURTHER RESOLVED the above referenced job description and pay range shall become a permanent part of this Resolution effective upon its adoption.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2025-10-06-07 be given vote, and said resolution passed by a unanimous vote of those members of the Council present and the President of the Council declared the same passed and adopted.

ADOPTED this 6th day of October 2025.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 6th day of October 2025 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 6th day of October 2025.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]

CITY OF PELHAM

MEMORANDUM

TO: Gretchen DiFante
FROM: Tracy Hill
DATE: September 24, 2025
SUBJECT: New Job Description

Attached is a proposed Job Description and pay range for the Golf Operations Manager position at Ballantrae Golf, submitted for City Council review and approval.

This position is intended to replace both the Head Golf Professional and the Events/Membership Manager roles. The transition to a Golf Operations Manager is FTE-neutral and is projected to generate payroll savings of \$51,354.84 (excluding benefits).

Job Description

Job Title: Golf Operations Manager
Reports To: General Manager
FLSA Status: Exempt
Department: Golf
Location: City of Pelham

Summary:

Manage the daily operations of the Golf Operations Department including supervising full-time and part-time staff, managing department facility and rentals and reservations, special events, overseeing memberships, billing and the software used to manage department operations. Manger golf shop inventory and golf cart fleet.

Representative List of Essential Duties and Responsibilities: The list is not intended to be all-inclusive nor exclusive but is intended to provide examples of typical duties performed.

Supervises golf operations staff to include golf shop, outside services, starters and hosts, by assigning work, directing staff in their duties, monitoring progress of work, providing feedback and training at Ballantrae Golf Club regarding management of the facility.

Creates, implements and enforces facility safety, daily operations, rules and regulations along with policies and procedures.

Manages all membership accounts, billing, collections and solves any membership issues.

Works with internal and external departments/organizations/customers concerning rental space, golf tournaments and event details to write agreements and collect payments.

Coordinates facilities/outdoor space reservations and assesses, plans, and evaluates maintenance of the facility.

Prepares and manages golf operation revenue and expense budgets including membership revenue accounts. Makes all purchases for golf operations department and clubhouse supplies.

Responsible for cash handling procedures and the daily deposits for the department.

Establishes and maintains contracts with service and equipment vendors.

Assists the General Manager in conducting market research and develops short-term and long-term goals and objectives.

May perform work duties and responsibilities of the General Manager in their absence.

Communicates and holds customers accountable regarding hours of operation, rules and regulations.

Purchases equipment, supplies and services from outside vendors. Manages and oversees building and facility operations such as repairs, janitorial maintenance, security and safety issues. Oversees repairs to facility and equipment.

Assists with recruiting and hiring of staff for golf operations, grill and maintenance departments.

Manages golf shop inventory and sales utilizing appropriate software.

Manages golf operations golf cart fleet repairs and servicing along with golf cart fleet leases agreements.

Establishes and maintains effective work relationships with others.

Must be able to work weekends and holidays as well as day and night shifts.

Competency:

To perform the job successfully, an individual should demonstrate the following competencies:

Problem Solving - Identifies and resolves problems in a timely manner; **Customer Service** - Manages difficult or emotional customer situations; Responds promptly to customer needs; **Team Work** - Exhibits objectivity and openness to others' views; Contributes to building a positive team spirit; **Leadership** - Inspires respect and trust; **Ethics** - Works with integrity and ethically; Upholds organizational values; **Organizational Support** - Follows policies and procedures; **Accountability** - Takes responsibility for own actions; **Professionalism** - Treats others with respect and consideration regardless of their status or position; **Quality** - Looks for ways to improve and promote quality.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Must be able to work days, evenings and weekends. Individual may be on call and fill in for other employees as needed and be on call and respond to alarm calls 7 days a week/24 hour a day.

Education/Experience:

Bachelor's degree in applicable field plus three years of applicable experience; or seven years related experience and/or training in a management role or equivalent combination of education and experience.

Certificates and Licenses:

Must obtain CMAA (Club Managers Association of American) certification within the first two years of employment and then maintain current status with that certification.

Language Ability:

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

Reasoning Ability:

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

Computer Skills:

To perform this job successfully, an individual should have knowledge of Word Processing software and department specific software. Experience with recreation and facility based software is preferred.

Supervisory Responsibilities:

Directly supervises a number of full-time and part-time employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outdoor weather conditions. The noise level in the work environment is usually moderate.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include Close vision, Distance vision, Peripheral vision, Depth perception and Ability to adjust focus. While performing the duties of this Job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl and talk or hear. The employee is frequently required to sit.

Name of Employee (printed): _____

Signature of Employee: _____

Date Signed by Employee: _____

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
390	61,456.82	63,607.81	65,834.08	68,138.27	70,523.11	72,991.42	75,546.12	78,190.23	80,926.89	83,759.33

RESOLUTION 2025-10-06-08

Revising Job Description and Pay Range Within the Communications Department

WHEREAS, the Pelham City Council has reviewed the revised full-time job position, description, and pay range recommended by the City's Human Resources Department.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council in accordance with The City of Pelham, Shelby County, Alabama, Civil Service System Act approves the following revised job description and pay range of Communications Director as provided to the Pelham City Council and abolishes the current position of Communications Manager as detailed by the memorandum attached hereto.

BE IT FURTHER RESOLVED the above referenced job description and pay range shall become a permanent part of this Resolution effective upon its adoption.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2025-10-06-08 be given vote, and said resolution passed by a unanimous vote of those members of the Council present and the President of the Council declared the same passed and adopted.

ADOPTED this 6th day of October 2025.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 6th day of October 2025 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 6th day of October 2025.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

M E M O R A N D U M

To: Honorable City Council

Cc: Jonathan Seale, City Clerk/Treasurer

From: Gretchen DiFante, City Manager

Date: October 1, 2025

Re: New position description and salary recommendation, Director of Communications

Enclosed please find an updated job description and new title for the former Manager of Communications, along with the recommended Grade within the Compensation Plan.

The primary difference between the previous job description and this one is the responsibility to ensure that the technology enabling the city to interface with residents is functioning correctly and effectively. There is also a greater focus on ensuring that all department communication is written and presented clearly and understandably for residents, businesses, and visitors.

These revised responsibilities, along with other updated expectations, are suitable for a director-level position and align with the titles of the other senior leadership team members.

The job description was sent to Human Resource Management (HRM) and evaluated by its compensation team. As is the city's practice, we take the HRM recommendation, coupled with the internal equity of our current compensation plan, to determine the appropriate grade. Our recommendation is to place this job classification at 540, with a salary range of \$114,068 to \$155,317.

I am requesting the Council's approval of this job description and compensation plan placement at the October 6 meeting so that we can post the position as soon as possible. Please don't hesitate to reach out to me with any questions.

Job Description

Job Title: Director, Communications
Reports To: City Manager
FLSA Status: Exempt
Department: Administration
Location: City of Pelham

Summary: The Communications Director works with the City Manager's Office (CMO) to develop, lead, and direct Pelham's comprehensive communications strategy. This includes internal and external communications, public relations, media relations, branding, crisis communication, marketing, and reputation management (collectively referenced as comprehensive communication). The Communications Director provides professional and technical expertise to senior staff and is responsible for the execution and its management. The Communications Director identifies and recommends solutions at the organizational level, makes organizational policy recommendations, creates and manages the communications budget, and is accountable for the work carried out by the City Communications team as well as professional consultants. This position serves as the public information officer during major events and emergency operations.

Representative List of Essential Duties and Responsibilities: This list is not intended to be all-inclusive nor exclusive but is intended to provide examples of typical duties performed.

Manages, plans, organizes, and directs a comprehensive, organization-wide communications program; develops and implements policies, procedures, processes, and methods consistent with strategic priorities to facilitate effective communications.

Works with the City Manager's Office and Director of Information Technology and other department heads as appropriate to ensure outward-facing technology and communications (including information regarding city code and how to effectively communicate action required of residents, businesses, visitors, etc.) are easily accessible and understandable.

In conjunction with the City Manager's Office works with elected and appointed officials, Directors, and City staff to bring a strategic, organization-wide perspective to Communications and balance competing needs across different departments and program areas.

Provides oversight of all Communications functions for the City, both internally and externally; establishes and maintains City-wide communications procedures; provides training to and works with staff in all departments to ensure adherence to policies and practices; researches, analyzes, recommends and implements new processes and practices and methods related to all communications and its various platforms; proposes strategies for implementing changes; oversees implementation of changes.

Plans and organizes assignments in the Communications area to achieve established objectives and time schedules, including assigning work activities, projects, and programs; monitoring workflow; reviewing and evaluating work products, methods, and procedures; developing methodology and schedules; completing or directing staff in completing assigned or special projects; preparing or overseeing the preparation of products.

Serves as a member of the Leadership team; participates in the development of City goals, objectives, policies, and procedures.

Maintains a keen understanding of social, economic, political, and industry trends and proactively makes appropriate recommendations regarding communications strategies in response to identified trends.

Serves as the Public Information Officer during Emergencies and works within the structure of the National Incident Management System.

Works closely with the City Manager's Office, City Attorney, HR Director, and Mayor, providing guidance and proposing solutions to politically sensitive situations.

Oversees and performs a variety of highly complex professional technical, analytical, and consultative work focusing on analysis, project development and implementation, organizational assessment and evaluation, program evaluation, and program recommendation.

Develops, prepares, and presents reports, surveys, and other administrative activities; presents to the Leadership Team and the City Council.

Responsible for the selection, supervision, and evaluation of assigned staff; plans, prioritizes, coordinates, and ensures appropriate training is provided.

Models unwavering integrity, respectful working relationships, and creates a workplace that supports all employees; supports City leadership in successfully responding to the changing needs of a diverse organization and community.

Prepares and administers budget for communications programs and projects; prepares cost estimates for budget recommendations; monitors and controls expenditures. Supervises and/or oversees the work of outside consultants.

Coordinates the development and implementation of public information activities, responds to all media inquiries, and facilitates interviews with department experts. Acts on applicable requests for information from the public, prepares press releases and other deliverables to the media.

Serves as a liaison to other departments, outside agencies, committees, commissions, and the public. Serves on or provides professional staff support to a variety of City committees and task teams as directed by the City Manager.

Plans and attends community meetings to discuss issues and community needs. Evaluates and incorporates public input into program planning.

Develops marketing and advertising plans and oversees the implementation of those plans for the City's Enterprise-funded facilities and programs, Ballantrae Golf, Pelham Racquet Club, and (working in conjunction with the City's professional management company), the Pelham Civic Complex and Ice Arena.

Through strategic reputation management, leads efforts to shape and uphold the City's brand and public image.

Performs other duties, as required.

Competency:

To perform the job successfully, an individual should demonstrate the following competencies:

Flexibility and Focus – Constant shifts in priorities and demands coming from many different directions require this position to be flexible enough to pivot several times in any given day while keeping focused on the top priorities.

Problem Solving - This position requires the ability to analyze problems or concepts and make decisions based on the information.

Customer Service - Manages difficult or emotional customer situations; responds promptly and without demonstrating adverse responses.

Teamwork - Exhibits objectivity and openness to others' views. Contributes to building a positive team experience.

Leadership - Inspires respect and trust and demonstrates a commitment to assigning goals and encourages vulnerability by creating an atmosphere where failure is used as a learning tool, encouragement is frequent, and accountability is vital.

Integrity - Works with integrity and ethically; Upholds the organizational values.

Independence – This position is a high-level staff position on the Leadership Team where no internal review is likely because of the specific nature of the position. Identification of errors or omissions occurs on a long-term basis or after the fact. Day-to-day functions of this position are primarily of an autonomous nature. The candidate should have a strong ability to identify when support or collaboration is needed and assertively pursue that support.

Organizational Support - This position has a constant impact on organizational operations, program outcomes, and expense or budgetary outcomes. Program and policy development, which could be significant, is also part of the job responsibilities. Responsibility for the prudent use of organization assets, including material, equipment, or labor is also substantial.

Accountability - Takes responsibility for own actions and for the actions of those within the department.

Professionalism - Treats others with respect and consideration regardless of their status or position.

Quality - Looks for ways to improve and promote quality.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Education/Experience:

Bachelor's degree in Public Relations, Communications, or a closely related field required. A Master's Degree is preferred.

Minimum of five (5) years' experience in Journalism, Marketing, Public Relations, or a closely related field, with a proven track record of leading strategic and comprehensive communications for an organization.

Experience working with a local government agency is preferred.

Supervisory experience is preferred.

Certificates, Licenses and Special Requirements:

Possession of or ability to obtain relevant National Incident Management System certifications from the Federal Emergency Management Agency.

Possession of, or ability to obtain, and maintain an appropriate, valid Alabama driver's license within 30 days of employment.

Language Ability:

Ability to read and interpret documents; exceptional writing and editing skills. Ability to write routine reports and correspondence for a broad range of audiences. Ability to speak effectively before groups of customers or employees of organization. Speak English clearly, distinctly, and concisely at a satisfactory volume level to communicate with the public to resolve customer complaints and answer customers' questions. Hearing (including background noise rejection) must be sufficient to allow for the routine use of multiple line telephone systems. Communicate verbally and effectively by listening to people and by giving information and direction.

Reasoning Ability:

Ability to solve practical problems and deal with variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form. Analyzing information and evaluating results to choose the best solution and solve problems.

Computer Skills:

To perform this job successfully, an individual should have Certification and/or demonstrate proficiency, skill, knowledge, and ability utilizing computers. Candidates should be well versed in word processing and database software.

Technology Skills:

Modern technology is utilized in comprehensive communications, including social media and its metrics, livestreaming technologies, video editing technologies, and Artificial Intelligence Tools that gather data that support marketing and development efforts.

Supervisory Responsibilities:

Must be able to supervise individuals engaged in similar functions.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

The work in this position is primarily conducted indoors in an office setting but requires occasional work outdoors. The noise level in the work environment is usually moderate. Normal work schedule is Monday through Friday (business hours) but must be able to work a flexible schedule including days, evenings, weekends and holidays and must be available to the media after regular business hours.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle to feel; reach with both hands and arms. The employee is regularly required to talk and listen/hear. The employee is occasionally required to stand; walk; sit; and stoop, kneel, crouch or crawl. The employee must regularly lift and/or move up to ten (10) pounds, and occasionally twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus. Eyesight, (i.e., vision) must be sufficient to allow for routine use of computer monitor screens and standard-size computer printouts. Hand dexterity must be sufficient to effectively and expeditiously utilize standard computer keyboard for data entry. Must maintain a professional appearance.

Name of Employee (printed): _____

Signature of Employee: _____

Date Signed by Employee: _____



Pelham

A path apart.

PROCLAMATION

WHEREAS, domestic violence is a pervasive public health and safety issue that affects individuals in every community, regardless of age, gender, race, religion, sexual orientation, or socioeconomic status; and

WHEREAS, one in four women and one in seven men have experienced severe physical violence by an intimate partner in their lifetime, according to national statistics; and

WHEREAS, domestic violence can have lasting emotional, psychological, and physical effects on survivors and their families, and it often goes unreported due to fear, stigma, and systemic barriers; and

WHEREAS, children who witness domestic violence are at greater risk of experiencing emotional trauma, developmental challenges, and continuing the cycle of violence in their own lives; and

WHEREAS, communities must come together to support survivors, hold offenders accountable, and work collaboratively to prevent domestic violence through education, outreach, and advocacy; and

WHEREAS, during the month of October, individuals and organizations across the nation will join together to raise awareness, promote prevention, and support efforts to end domestic violence; and

WHEREAS, the courage and resilience of survivors, advocates, service providers, and all those working to end abuse must be recognized and honored;

NOW, THEREFORE, I, Gary W. Waters, by virtue of the authority vested in me as Mayor of the City of Pelham, Shelby County, Alabama, do hereby proclaim October 2025 as

DOMESTIC VIOLENCE AWARENESS MONTH

in Pelham, Alabama and I further urge all citizens to take a stand against domestic violence by supporting survivors, speaking out against abuse, and fostering community where all individuals can live free from fear and violence.

Given under my hand, in the City of Pelham,
Alabama this 6th day of October 2025.

Gary W. Waters, Mayor



Pelham

A path apart.

PROCLAMATION

WHEREAS, breast cancer is the most commonly diagnosed cancer among women in the United States and remains a leading cause of cancer-related deaths; and

WHEREAS, it is estimated that thousands of women and men across our nation will be diagnosed with breast cancer this year, and many families in Pelham and throughout Alabama have been personally affected by this disease; and

WHEREAS, early detection through regular screenings, mammograms, and self-examinations can significantly improve outcomes and save lives; and

WHEREAS, advances in research, treatment, and awareness campaigns have brought hope and progress in the fight against breast cancer, yet continued support for education, prevention, and patient care remains vital; and

WHEREAS, during the month of October, communities across the country join together to honor survivors, remember those lost, support individuals and families currently battling breast cancer, and encourage greater awareness of the importance of early detection and access to care; and

WHEREAS, the City of Pelham recognizes the strength and courage of those impacted by breast cancer and affirms its commitment to fostering awareness, supporting research, and encouraging residents to participate in preventive health practices.

NOW, THEREFORE, I, Gary W. Waters, by virtue of the authority vested in me as Mayor of the City of Pelham, Shelby County, Alabama, do hereby proclaim October 2025 as

BREAST CANCER AWARENESS MONTH

in Pelham, Alabama and I further encourage all citizens to support awareness initiatives, honor survivors, and work together toward a future without breast cancer.

Given under my hand, in the City of Pelham,
Alabama this 6th day of October 2025.

Gary W. Waters, Mayor



Pelham

A path apart.

PROCLAMATION

WHEREAS, fire is a serious public safety concern that affects communities across our state, and fire departments throughout Alabama have long dedicated themselves to protecting lives and property through prevention, education, and emergency response; and

WHEREAS, fire prevention programs, many with proud traditions spanning generations, serve as an essential part of public safety efforts by educating children, families, businesses, and faith communities on the importance of fire safety and preparedness; and

WHEREAS, these programs often include student participation, essay contests, school and church inspections, parades and community-wide events that instill lifelong lessons about fire safety and bring together citizens of all ages; and

WHEREAS, such efforts not only increase public awareness but also foster strong community partnerships, build respect for fire service professionals and inspire future generations to remain vigilant against fire hazards; and

WHEREAS, the dedication of the Pelham Fire Department and their prevention initiatives have undoubtedly saved lives, reduced the risk of fire-related tragedies, and established a tradition of safety education that extends far beyond our local community; and

WHEREAS, the 2025 Fire Prevention Month theme in Pelham, Alabama "Put A Lid On It" effectively reminds us to never use water on a grease fire. Instead, use a fire blanket, tight-fitting lid, or baking sheet to smother the flames.

NOW, THEREFORE, I, Gary W. Waters, by virtue of the authority vested in me as Mayor of the City of Pelham, Shelby County, Alabama, do hereby proclaim October 2025 as

FIRE PREVENTION MONTH

in Pelham, Alabama.

Given under my hand, in the City of Pelham,
Alabama this 6th day of October 2025.

Gary W. Waters, Mayor

RESOLUTION 2025-10-06-09

Authorizing Purchase of Used Zamboni from All Star Arenas

WHEREAS, the City of Pelham owns and operates the Pelham Civic Complex & Ice Arena, a facility that provides recreational opportunities, public programming, and revenue generation for the community, including two sheets of regulation sized ice; and

WHEREAS, the maintenance of high-quality and reliable ice surfaces is essential to sustaining the facility's programming and meeting public demand, which requires dependable ice resurfacing equipment; and

WHEREAS, the Civic Complex currently operates two Zamboni ice resurfacing machines, with engine hour counts of approximately 4,100 and 6,000 respectively; and

WHEREAS, the City has identified the opportunity to purchase a used Zamboni in excellent condition with approximately 3,200 hours of use, a lower total than the City's existing units, for a purchase price of \$25,000; and

WHEREAS, this Zamboni was previously acquired by All Star Arenas, an authorized Zamboni distributor and mechanical contractor, from an arena that ceased operations, and has received consistent annual maintenance by All Star Arenas over the past six years, demonstrating a strong record of reliability and care; and

WHEREAS, the acquisition of this equipment is intended to serve in a back-up capacity, thereby ensuring operational continuity and protecting the City against service interruptions should either of the existing Zambonis require significant repairs or be temporarily removed from service; and

WHEREAS, the availability of a low-hour, well-maintained Zamboni at this price point is both rare and advantageous to the City, providing long-term value and risk mitigation for Civic Complex operations; and

WHEREAS, it is necessary to authorize applicable budget amendments and/or fund balance transfers to facilitate this purchase in order to protect the best interests of the City, its facilities, and its citizens.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pelham, Alabama that the Council hereby authorizes the purchase of a used Zamboni from All Star Arenas in the amount of \$25,000 for use at the Pelham Civic Complex & Ice Arena.

BE IT FURTHER RESOLVED, the City Council hereby authorizes and directs the City Manager, Finance Director, and City Clerk/Treasurer to make all necessary budget amendments and/or fund balance transfers in connection with this purchase.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2025-10-06-09 be given vote, and said resolution passed by a unanimous vote of those members of the Council present and the Council President declared the same passed and adopted.

ADOPTED this 6th day of October 2025.

Maurice Mercer, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 6th day of October 2025 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 6th day of October 2025.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

M E M O R A N D U M

To: Gretchen DiFante, City Manager and Jonathan Seal, City Clerk/Treasurer

From: Seth Greenberg, Executive Director- Pelham Civic Complex and Ice Arena

Date: September 24, 2025

Re: The purchase of a used Zamboni

City Manager DiFante and City Clerk/Treasurer Seal,

I would like to purchase, in a “back-up” capacity a used Zamboni for \$25,000. There are 3200 hours on this machine, which for an older machine is very low. For reference, our existing Zambonis have 4100 and 6000 hours.

This Zamboni was purchased by All Star Arenas, from an arena that went out of business. All Star Arenas, an authorized Zamboni distributor and mechanical contractor, has been performing annual maintenance on this machine for the past 6 years, so I believe this means it has been well maintained. Low mile, well maintained Zambonis for this price do not come around very often.

The necessity of having a back-up Zamboni on site is high. We have been fortunate so far with our current machines but if one of them breaks down and needs to be taken out of service, we will have a hard time keeping up with our current ice schedule demands.

Based on our FY25 operating budget, we could fund this purchase without the need for additional funding from the City.

Thank you in advance for your consideration.

Seth Greenberg
Executive Director
Pelham Civic Complex & Ice Arena

ORDINANCE NO. 526

AN ORDINANCE OF THE CITY OF PELHAM, ALABAMA TO ADOPT A COMPREHENSIVE AMENDMENT TO THE CITY OF PELHAM BUSINESS LICENSE CODE OF ORDINANCES

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

Section 1. The City of Pelham recognizes the importance of maintaining a fair, consistent, and transparent system for business licensing. In order to better serve its citizens, businesses, and prospective investors, the City has undertaken its first comprehensive review and update of the Business License Ordinance in nearly two decades. This update is intended to:

1. Streamline the licensing process to ensure clarity, consistency, and efficiency.
2. Modernize provisions to comply with applicable state and federal laws.
3. Provide a straightforward and customer-focused approach for both new and existing businesses.
4. Promote economic development by reducing confusion, eliminating outdated language, and improving the customer experience.

Section 2. The City of Pelham hereby adopts a new Business License Ordinance, as set forth in the Attachment to this Ordinance, which is incorporated by reference as if fully set forth herein. The provisions of the Attachment shall govern the business license process and requirements for the City of Pelham as of the effective date of this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed. Such repeal shall be effective as of the effective date of this Ordinance. Section 5-1 through Section 5-27, as codified in the City of Pelham Code of Ordinances, is hereby repealed and replaced with language set forth in the Attachment.

Section 4. Section 5-20 through Section 5-27 of the City of Pelham Code of Ordinances shall be reserved for later use, as necessary.

Section 5. If any section, subsection, sentence, clause, or phrase of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions of the Ordinance.

Section 6. This Ordinance and the Attachment shall be effective for the 2026 business license year and every subsequent year thereafter following its adoption and publication as required by law.

Section 7. Section 5-1 through Section 5-19 shall be effective immediately and implemented following its adoption and publication as required by law. Section 5-17 through Section 5-19 shall be assessed and applied beginning with the 2026 business license year and every subsequent year thereafter.

THEREUPON _____, a councilmember moved and _____, a councilmember seconded the motion that Ordinance No. 526 be given vote. The roll call vote on said motion was recorded as follows:

Maurice Mercer, Council President	_____
David Coram, Council Member	_____
Chad Leverett, Council Member	_____
Rick Wash, Council Member	_____
Michael Harris, Jr., Council Member	_____

Ordinance No. 526 passed by a unanimous vote of those members of the Council present and the Council President declared the same passed.

ADOPTED this the 20th day of October 2025.

Maurice Mercer, Council President

David Coram, Council Member

Chad Leverett, Council Member

Rick Wash, Council Member

Michael Harris, Jr., Council Member

[SEAL]

ATTEST

APPROVED

Jonathan Seale, CMC, City Clerk/Treasurer

Gary W. Waters, Mayor Date

POSTING AFFIDAVIT

I, the undersigned qualified City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing **ORDINANCE NO. 526** 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 20th day of October 2025 and duly published by posting an exact copy thereof on the 21st day of October 2025 at four public places within the City of Pelham, including the Mayor's Office at City Hall, Park & Recreation Center, Library, Pelham Water Works and www.pelhamalabama.gov. I further certify that said ordinance is on file in the office of the City Clerk/Treasurer and a copy of the full ordinance may be obtained from the office of the City Clerk/Treasurer during normal business hours.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]

Chapter 5 BUSINESS LICENSES, TAXES AND REGULATIONS

ARTICLE I. IN GENERAL

Sec. 5-1. Revenue administration; general provisions.

Sec. 5-1-1. - Definitions.

(a) General definitions. The words and terms as used in this chapter and elsewhere in this Code shall have the following meanings and conditions unless the context indicates a clearly different meaning:

Auditor. Shall mean a revenue official who, by job description or assignment by the finance director, conducts examinations or audits of taxpayer records.

Business. Any commercial or industrial activity or any enterprise, trade, profession, occupation, or livelihood, including the lease or rental of residential or nonresidential real estate, whether or not carried on for gain or profit, and whether or not engaged in as a principal or as an independent contractor, which is engaged in, or caused to be engaged in, within the City of Pelham. The term shall include, without limitation, all activity and conduct for which state law authorizes or empowers the city to levy and collect a business license.

Business license. An annual license issued by the municipality for the privilege of doing any kind of business, trade, profession or any other activity in the municipality, by whatever name called, which document is required to be conspicuously posted or displayed, except to the extent the taxpayer's business license tax or other financial information is listed thereon.

Business license remittance form. Any business license return, renewal reminder notice, or other writing on which the taxpayer calculates the business license tax liability for all or part of the license year and remits the amount so calculated with the form.

City. The City of Pelham, Alabama.

Code of Ala. or Code of Alabama. Shall mean and refer to the Code of Alabama, 1975, as amended.

Department of Revenue. The Alabama Department of Revenue, as created under the Code of Ala. § 40-2-1 et seq.

Designee. An agent or employee of the City of Pelham authorized to administer or collect, or both, the City's business license taxes and all other taxes, which may include another taxing jurisdiction, the Department of Revenue, or a "private auditing or collecting firm" as defined in Code of Ala. § 40-2A-3.

Franchise agreement or contract. A written agreement approved by the city council of the City of Pelham defining the conditions upon which any person, firm, association, corporation, "utility" as defined by Code of Ala. § 37-4-1(7), "holding company" as defined by Code of Ala. § 37-4-1(10), subsidiary corporation, contractor, or subcontractor thereof which shall be authorized or permitted to use the rights-of-way consisting of streets, avenues, alleys, or public places of the City of Pelham for the construction or operation of any public utility or private enterprise, in the absence of which any such person would be guilty of trespassing upon such streets, avenues, alleys, or public places in accordance with Ala. Const. art. XII, § 220 et seq., and in accordance with the City of Pelham Code.

Finance director. Shall mean the director of revenue code enforcement charged with administration of revenue ordinances and supervision of all revenue officials.

Gross receipts. The measure of any and all receipts of a business from whatever source derived, to the maximum extent permitted by applicable laws and constitutional provisions, without regard to the location in which the activity giving rise to the receipts was transacted, solicited, executed, consummated, or delivered, to be used in calculating the amount due for a business license, provided, however, that:

(1) Gross receipts shall not include any of the following taxes collected by the business on behalf of any taxing jurisdiction or the federal government: All taxes which are imposed on the ultimate consumer, collected by the taxpayer and remitted by or on behalf of the taxpayer to the taxing authority, whether state, local, or federal, including utility gross receipts taxes levied pursuant to the Code of Ala. § 40-21-3; license taxes levied pursuant to Code of Ala. § 40-21-2; or reimbursements to professional employer organizations of federal, state or local payroll taxes or unemployment insurance contributions; but no other deductions or exclusions from gross receipts shall be allowed except as provided in this article.

(2) A different basis for calculating the business license may be used by a municipality with respect to certain categories of taxpayers as prescribed in Section 11-51-90.2.

(3) For a utility or other entity described in Code of Ala. § 11-51-129, gross receipts shall be limited to the gross receipts derived from the retail furnishing of utility services within the city during the preceding year that are taxed under the Code of Ala. 40-21-3, except that nothing herein shall affect any existing contract or agreement between the city and a utility or other entity. The gross receipts derived from the furnishing of utility services shall not be subject to further business license taxation by the city.

(4) Gross receipts shall not include dividends or other distributions received by a corporation, or proceeds from borrowings, the sale of a capital asset, the repayment of the principal portion of a loan, the issuance of stock or other equity investments, or capital contributions, or the undistributed earnings of subsidiary entities.

(5) Gross receipts for businesses domiciled outside of the city, with no office or substation located within the city, shall include the gross receipts derived from business activity within the corporate limits of the city.

License form. Any business license application form, renewal reminder notice, business license remittance form, or business license return by whatever name called.

Licensee. Any taxpayer or any person issued a business license under this article and/or other person responsible for the payment of the municipal license tax and all other taxes.

License year. The calendar year.

Manufacturer. A person who either directly or by contracting with others for the necessary labor or mechanical services, manufactures within the city for sales or commercial use, any articles, substances or commodities, including but not limited to the following: All the activities of a commercial nature wherein labor or skill is applied, by hand or machinery to materials so that as a result thereof a new, different or useful article of tangible personal property or substance of trade or commerce is produced; the production or fabrication of specialty or custom made articles; the making, fabricating, processing, refining, mixing, slaughtering, packaging, aging, curing, preserving, canning, preparing and freezing of fresh foods.

Municipality. Any town or city in this state that levies a business license tax from time to time.

Person. Any individual, association, estate, trust, partnership, limited liability company, corporation, or other entity of any kind, except for any nonprofit corporation formed under the laws of Alabama which is operated to enable municipalities that become members of such nonprofit corporation to finance or refinance capital projects and related undertakings, on a cooperative basis, and whose board of directors or other governing body consists primarily of elected officials of municipalities.

Professionals. Accountant certified or public; architect; attorney; chemist; chiropractor; dentist; physician; engineer and land surveyor; forester; optometrist; insurance adjuster and any other like occupation. Each person, and each member and/or employee of a corporation, professional association or partnership engaged in any of the above or like professions shall pay a license tax based on personal gross compensation. Amounts received such as automobile allowance or any and all other amenities shall be included as part of the gross compensation.

Retail sale; sale at retail. Any sale not covered by the term "wholesale sale" as defined in this section.

Revenue clerk or revenue officer. The city employee charged by the City of Pelham with the primary responsibility of administering the City of Pelham's business license tax and related matters.

Revenue official. Shall mean the finance director, and any duly authorized revenue officer or other designee.

Taxing jurisdiction. Any municipality that levies a business license tax or the Department of Revenue acting as agent on behalf of a municipality pursuant to the Code of Ala. § 11-51-180 et seq., as the context requires.

Taxpayer. Any person subject to or liable under this chapter for any business license tax and all other tax; any person required to file a return with respect to, or pay or remit the business license tax or all other tax levied under this chapter or to report any information or value to the City of Pelham; or any person required to obtain, or who holds any interest in, any business license issued by the city; or any person that may be affected by any act or refusal to act by the city under this chapter, or to keep any records required by this chapter.

U.S.C. The applicable title and section of the United States Code, as amended from time to time.

Wholesale sale. A sale to a merchant, jobber, dealer, or to any person for resale, but not sales made by a wholesaler to users, consumers, or contractors.

Willfully. An act is done willfully when it is done voluntarily, with a conscious motion of the will. Willfulness does not require knowledge that the conduct was unlawful.

Other terms. Other capitalized or specialized terms used in this section, and not defined above, shall have the same meanings ascribed to them in Code of Ala. § 40-2A-3, as amended, unless the context otherwise requires.

(b) Rule of plain meaning; aid to construction of words and provisions; finance director's general power of interpretation and administration. Unless this chapter or any federal, state, or local law, rule, or regulation requires a particular meaning for any word, term, or provision not expressly defined, all other words, terms, and provisions shall be interpreted and construed in accordance with the rule of plain meaning. Solely as a nonbinding aid to assist in interpreting and construing any word, term, or provision of this chapter, revenue officials may utilize any reasonable source, including without limitation the City of Pelham Code, other ordinances and resolutions of the city council; prior interpretations, constructions, rules, regulations, policies, and rulings of revenue officials; the Code of Ala.; rules, regulations, interpretations, and rulings of the Alabama Department of Revenue, the Alabama Tax Tribunal, or any local tax tribunal; judicial decisions, rulings, and opinions; dictionaries and encyclopedias; rules, regulations, rulings, and promulgations of any department, agency, commission, authority, or bureau of the city, the state, or the United States. To the extent allowed by law and subject only to the executive, administrative, statutory, judicial, or legislative powers of other bodies or officials or as otherwise provided by law, the interpretation, construction, and administration by the finance director of this chapter shall be final and binding.

(c) Construction to allow maximum taxation. The provisions of this chapter shall be construed to allow taxes, licenses, and other revenues to be assessed in the maximum amount allowed by the constitution and laws of the United States and the state, including, without limitation, those provisions relating to interstate commerce. All provisions of this chapter are intended to be consistent with the constitution and laws of the United States and the state. This rule of construction shall be applied as follows:

(1) The amount of tax, license, or other revenue due to the city shall be calculated in accordance with municipal law.

(2) If the constitution or laws of the United States or the state impose no limitation thereon, then the amount due shall be assessed solely in accordance with municipal law.

(3) If the constitution or laws of the United States or the state do impose a limitation on the amount due under municipal law, then the amount due shall be reduced only to the extent required by such federal or state limitation.

(d) Use of the term "tax." Use of the word "tax" in this chapter shall include, without limitation, business license taxes and all other taxes unless the context indicates that the reference is to only a particular kind or kinds of taxes such as sales and use taxes, lodging taxes, and the like.

(e) Automatic conformity to federal and state law. To the extent this chapter may conflict with any valid superseding federal or state law, it shall automatically conform to such federal or state law. The finance director is authorized to administer this chapter in accordance with such automatic conformity.

Sec. 5-1-2. - Finance department generally.

Except as may otherwise be provided, revenue officials shall administer and enforce this chapter and any other ordinance or resolution relating to revenues, business licenses, and taxes. In addition to all other powers granted or implied by this chapter, law, ordinance, resolution, or job description, revenue officials shall have the following powers and duties:

- (a) To administer and enforce this chapter of the City of Pelham Code and any other ordinance or resolution relating to revenues, business licenses, and taxes.
- (b) To promulgate and issue rules, regulations, policies, and rulings approved by the finance director that are allowed by law in furtherance of the administration of this chapter and any other ordinance or resolution relating to revenues, business licenses, and taxes.
- (c) To issue or enter all levies, notices, licenses, assessments, and other matters as may be provided by this chapter of the City of Pelham Code, and any other ordinance or resolution relating to revenues, business licenses, and taxes.
- (d) To make determinations of the amounts owed or due under this chapter and any other ordinance or resolution relating to revenues, business licenses, and taxes.
- (e) To authorize and approve promissory notes, installment agreements, and other instruments of indebtedness for levies, assessments, and other business license or tax amounts due to the city.
- (f) To suspend renewal of business licenses and issuances of new business licenses to persons or taxpayers who owe business license or tax liabilities to the city or for which other reasonable cause exists.
- (g) To audit and examine or cause to be audited or examined the records and books of taxpayers.
- (h) To take all civil, administrative, and criminal actions in enforcement of this chapter or any other ordinance or resolution relating to revenues, business licenses and taxes. All remedies for enforcement and collection of licenses and taxes shall be cumulative.
- (i) To the maximum extent allowed by state law, rule, or regulation, in addition to powers granted elsewhere in this chapter or otherwise, as related to licenses and taxes, revenue officials shall have all powers of administration, enforcement, assessment, collection, levy, seizure, and distraint, as provided by, authorized by, or parallel to all provisions of Code of Ala., title 11 and title 40, as amended.

Sec. 5-1-3. - Records of taxpayers required to be maintained.

It shall be the duty of every person engaging in any business to keep and maintain an accurate and complete set of records. The records maintained must be sufficient to allow the city or its auditors to determine the correct amount of any tax, business license, or other amount levied by this chapter or otherwise levied by the city. To the extent necessary to determine the correct amount of any tax, business license, or other amount levied, the records required to be maintained shall include without limitation all books of account, invoices, purchases, sales, receipts, register tapes, inventory, reports, bank statements, financial statements, and federal income tax returns. It shall be the duty of every person to keep and preserve all invoices of goods and merchandise purchased, for resale or otherwise. The records for any person selling both at wholesale and retail shall be kept separately in order to show the gross proceeds of wholesale sales and the gross proceeds of retail sales. All such books, invoices, and other records shall be open for examination by revenue officials. Without limiting the foregoing, taxpayers shall also keep and maintain any records required by state law. In the event the taxpayer's records are inadequate, revenue officials may calculate and determine the amount of license or tax based on any information available.

In accordance with the Code of Ala. § 40-23-11, any person subject to the provisions of this chapter who shall fail to make the reports or any of them, as herein required, or who shall fail to keep the records as herein required, shall be guilty of a misdemeanor, and upon conviction shall be fined not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00) for each offense. Each month of such failure shall constitute a separate offense.

In accordance with the Code of Ala. § 40-23-12, any person subject to the provisions of this chapter willfully refusing to make the reports herein required, or who shall refuse to permit the examination of his records by the revenue official or designee, shall be guilty of a misdemeanor, and upon conviction shall be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) for each offense, and in addition may be imprisoned in the county jail for a period not to exceed six months. Each month of failure to make such reports shall constitute a separate offense, and each refusal of a written demand of the department to examine, inspect or audit such records shall constitute a separate offense.

Sec. 5-1-4. - Audit procedures.

(a) Revenue officials shall give notice of the audit examination to the taxpayer in writing by first-class mail or personal delivery. The notice shall indicate the types of licenses and/or taxes to be audited, the initial period of examination, and the business records needed for review. The taxpayer shall have five (5) business days to respond to revenue officials to schedule a starting date for the audit and to discuss the details of the audit examination. At that time, an audit appointment will be set that is agreeable to both the taxpayer and the auditor. If the taxpayer does not respond to the audit notice in a timely manner or does not agree to a reasonable time and date for the audit examination, the city shall set a start date for the audit and shall notify the taxpayer in writing of the date selected.

(b) Prior to the commencement of the audit, the auditor shall provide the taxpayer with a statement of taxpayer's rights. An initial interview shall be conducted with the taxpayer or his representative. If the taxpayer chooses to designate an accountant, attorney, or other agent to represent him, the taxpayer must provide revenue officials with an executed power of attorney or designation of representative form.

(c) If the auditor determines that the amount of any business license or tax reported or remitted is incorrect, if no license or tax is filed, or if the information provided is insufficient, the auditor shall calculate the correct amount of license or tax based on the most accurate information obtainable, and a preliminary assessment for the correct amount of license or tax, including any penalty and interest shall be entered. At the time the preliminary assessment is issued, the auditor shall provide written information as to how the tax, penalty, and interest were calculated and explain the assessment guidelines for payment and/or appeal.

(d) The preliminary assessment entered by the city, or a copy thereof, shall promptly upon entry be mailed to the taxpayer's last known address by either first-class U.S. mail or certified U.S. mail with return receipt requested, or, at the option of the city, the preliminary assessment may be delivered to the taxpayer by personal delivery.

(e) If the amount of business license or tax remitted by the taxpayer is undisputed by the city or the taxpayer consents to the amount of the preliminary assessment in writing, the city may immediately enter a final assessment for the amount of any tax due, plus penalty and interest. Payment is due ten (10) business days after the final assessment has been issued.

Sec. 5-1-5. - Assessment period.

(a) *Business licenses.* A preliminary assessment shall be entered within four (4) years from the due date of the business license form or four (4) years from the date the form is filed, whichever is later, except as follows:

(1) A preliminary assessment may be entered at any time if no license form is filed as required, or if a false or fraudulent license form is filed with the intent to evade the business license tax.

(2) A preliminary assessment may be entered within six (6) years from the due date of the license form or six (6) years from the date the license form is filed with the city, whichever date occurs last, if the taxpayer omits or fails to report an amount in excess of twenty-five (25) percent of its gross receipts or other applicable business license tax base.

(3) A preliminary assessment may be entered within five (5) years from the due date of the license form, or five (5) years from the date the form is filed, whichever is later, if the taxpayer or its authorized agent fails or refuses to execute and return to the city a written extension of the statute of limitations on issuing preliminary

assessments for up to eight (8) months, as requested by the city, within thirty (30) days after receipt of the request for the extension by the taxpayer or its authorized agent.

(b) *Taxes (sales, use, rental of tangible personal property, lodging, wine, liquor, gas).* A preliminary assessment may be entered within the later of three years of the due date of the return or three (3) years from the date the return is filed, except as follows:

(1) A preliminary assessment may be entered at any time if no return is filed as required, or if a false or fraudulent return is filed with the intent to evade the tax.

(2) A preliminary assessment may be entered within six (6) years from the due date of the return or six (6) years from the date the return is filed, whichever is later, if the taxpayer underreports the tax liability by more than twenty-five (25) percent.

Sec. 5-1-6. - Review and appeal procedures for license and tax assessments.

(a) If a taxpayer disagrees with a preliminary assessment as entered by the city, the taxpayer may file a written petition for review with the finance director within thirty (30) days from the date of entry of the preliminary assessment setting out specific objections to the preliminary assessment. If a petition for review is timely filed, the finance director shall schedule a conference with the taxpayer for the purpose of allowing the taxpayer or its representative and the representatives of the city to present information supporting their respective positions, discuss any omissions or errors, and to attempt to agree upon any changes or modifications to their respective positions.

(b) If a petition for review is not timely filed or is timely filed and upon further review the finance director determines that the preliminary assessment is due to be upheld in whole or in part, the city shall make the assessment final in the amount of license or tax due as computed by the city, with applicable interest and penalty computed to the date of entry of the final assessment. The finance director shall, whenever practicable, complete his or her review of the taxpayer's petition for review and applicable law within ninety (90) days following the later of the date of filing of the petition or the conference. The final assessment entered by the city, or a copy thereof, shall promptly upon entry be mailed to the taxpayer's last known address by either first-class U.S. mail or certified U.S. mail with return receipt requested in the case of assessments of five hundred dollars (\$500.00) or less, or by certified U.S. mail with return receipt requested in the case of assessments over five hundred dollars (\$500.00). At the option of the city, the final assessment, or a copy thereof, may be delivered to the taxpayer by personal delivery.

(c) A taxpayer may appeal from any final assessment entered hereunder by the city by filing a notice of appeal according to the methods prescribed in the Code of Ala., title 11 and title 40, as amended.

(d) If a final assessment is reduced on appeal, any overpayment shall promptly be refunded to the taxpayer by the city together with interest to the extent allowed by Code of Ala. § 11-51-192.

(e) No court shall have the power to enjoin the collection of any business license tax due on an assessment so appealed or to suspend the payment thereof.

Sec. 5-1-7. - Refunds.

(a) Any taxpayer may file a petition for refund with the city for an overpayment of taxes erroneously paid to the city. If a final assessment for the tax has been entered by the city, a petition for refund of all or a portion of the tax may be filed only if the final assessment has been paid in full prior to or simultaneously with the filing of the petition for refund.

(b) A petition for refund shall be filed with the city within:

(1) Three (3) years from the date that the tax form was filed; or

(2) Two (2) years from the date of payment of the tax, which is the subject of the petition, whichever is later.

(c) The city shall either grant or deny a petition for refund within six (6) months from the date the petition is filed, unless the period is extended by written agreement of the taxpayer and the city. The taxpayer shall be notified of the city's decision concerning the petition for refund by first-class U.S. mail or by certified U.S. mail, return receipt requested, sent to the taxpayer's last known address. If the city fails to grant a full refund within the time provided herein, the refund petition shall be deemed to be denied.

(d) If the petition is granted or the city or court otherwise determines that a refund is due, the overpayment shall be promptly refunded to the taxpayer by the city, together with interest to the extent allowed by Code of Ala. § 11-51-192.

(e) If the city determines that a refund is due, the amount of overpayment plus any interest due thereon may first be credited by the city against any outstanding tax liabilities due and owing by the taxpayer to the city, and the balance of any overpayment shall be promptly refunded to the taxpayer. If any refund or part thereof is credited to any other tax liability by the city, the taxpayer shall be provided with a written detailed statement showing the amount of overpayment, the amount credited for payment to other taxes, and the resulting amount of the refund.

(f) A taxpayer may appeal from the denial in whole or in part of a petition for refund by filing a notice of appeal according to the methods prescribed in the Code of Ala., title 11 and title 40, as amended.

Sec. 5-1-8. - Taxpayer confidentiality; exchange of taxpayer information with other taxing authorities; no cause of action created.

(a) *Generally.* It shall be unlawful for any person to print, publish, or divulge, without the written permission or approval of the taxpayer, the license or other tax form of any taxpayer or any part of the license or tax form, or any information secured in arriving at the amount of tax or value reported, for any purpose other than the proper administration of this chapter, or upon order of any court, or as otherwise allowed by Code of Ala. § 11-51-196, as amended, or otherwise allowed by state or federal law. Nothing herein shall prohibit the disclosure, upon request, of the fact that a taxpayer has or has not purchased a business license or of the name and address of a taxpayer purchasing or renewing a business license from the municipality. Statistical information pertaining to taxes may be disclosed to the city council upon request. Revenue officials may disclose to a purchaser, prospective purchaser as defined pursuant to the regulations of the Alabama Department of Revenue, or successor to a business any outstanding tax liabilities of the seller for which the purchaser, prospective purchaser as defined pursuant to the regulations of the Alabama Department of Revenue, or successor may be liable pursuant to the Code of Ala. § 40-23-25, 40-23-82, or 40-12-224.

(b) *Exchange of taxpayer information with other taxing authorities.* Revenue officials may exchange business license and tax information with other municipalities, counties, and the state in a manner consistent with state law. Such exchanged information shall be subject to all taxpayer confidentiality provisions of this section and state law.

(c) *No cause of action created; nonwaiver of defenses.* Notwithstanding this section or any other provision of law pertaining to taxpayer confidentiality, any violation of this section or other provision regarding taxpayer confidentiality shall not create any cause of action, and the city does not waive any immunity or other defense provided by law pertaining to taxpayer confidentiality.

Sec. 5-1-9. - Lien for taxes.

(a) *Lien for license taxes.* On all property, both real and personal, used in any exhibition, trade, business, vocation, occupation or profession for which a license is or may be required, the city shall have a lien for such license, which lien shall attach as of the date the license is due and shall be superior to all other liens, except the lien of the state, county and municipal corporations for taxes and the lien of the state and county for licenses. Such lien may be enforced by attachment or as otherwise provided by law.

(b) *Lien for other taxes.* The city shall have a lien for all taxes as provided or authorized by state law, rule or regulation, including but not limited to sales and use taxes, lodging taxes, rental taxes, liquor taxes, and any other tax levied by the city in this chapter or otherwise.

Sec. 5-1-10. - Unlawful acts.

In addition to all other acts declared to be unlawful, it shall be unlawful for any person to commit any of the following acts:

- (a) Make or provide a false statement or affidavit on the business license application or renewal form or when reporting any information upon which the amount of a license fee or tax is based.
- (b) Engage in any activity for which a business license is required without first having obtained and paid a business license, as provided in this chapter.
- (c) Fail to remit and pay any business license or tax in the amount due or by the date due.
- (d) Falsely represent to any member of the public, to revenue officials, to any law enforcement officer, or to any public official that a person has a city business license, or to falsely represent that a person has a city business license for a particular license classification.
- (e) Alter the taxpayer's name, address, or license classification on a business license, or to forge a city business license.
- (f) Obstruct or interfere with revenue officials in obtaining information necessary to determine the proper license classification and/or proper tax amount due, or to obstruct or interfere with revenue officials carrying out the requirements of this chapter.
- (g) Fail or refuse to perform any duty imposed by this chapter.

The provisions of this section are strict liability criminal offenses unless state law requires that a particular culpable mental state be shown. In addition, all provisions of this section and chapter are enforceable administratively or civilly as provided by law.

Sec. 5-2. - Levy of tax.

Pursuant to the Code of Ala. as amended, and in accordance with the Municipal Business License Reform Act of 2006 (Alabama Act No. 2006-586), the following is hereby declared to be and is adopted as the business license code and schedule of licenses for the City of Pelham for the year beginning January 1, 2026, and for each subsequent year thereafter. There is hereby levied and assessed a business license fee for the privilege of doing any kind of business, trade, profession or other activity in the City of Pelham as provided herein.

The levy of the tax, the powers authorized for administration, collection and enforcement of the City of Pelham business license tax and the related definitions shall be as specified not only by the Code of Ala., as amended by the Municipal Business License Reform Act of 2006 (Act No. 2006-586), but also as the same may be further amended by actions of the Alabama Legislature to include additional requirements relating to municipal business licenses.

Sec. 5-3. - Licensing procedure generally.

(a) *Application.* Each taxpayer who is required to purchase a business license shall make application to the finance department utilizing forms and procedures promulgated or approved by the finance department or as otherwise provided by law. Although the finance department may assist the person in determining the proper classification for the license and shall have the authority to determine the proper license classification, the taxpayer shall be responsible for obtaining a business license for the proper classification. The application form shall mirror the Uniform Business License Application set forth in the Code of Ala. § 11-51-90 and every applicant shall furnish the following additional information under oath:

- (1) Name and address of the applicant (business address of a corporation or other business entity not an individual) as follows:

An individual shall furnish his or her legal name and all aliases, social security number, current legal identification, legal business name or trade name, business physical and mailing addresses and residential addresses of the applicant.

A partnership shall furnish its legal name, any trade name(s), business and physical mailing addresses, date and state of formation, proof of good standing to do business in the state, and names and aliases used by all the partners, whether general or limited, accompanied by proof of the existence of the partnership.

A corporation shall furnish its exact corporate name, and any trade name(s) under which it operates or has operated, business and physical mailing addresses, the date and state of incorporation, evidence that it is qualified to do business and is in good standing in Alabama, and the legal names and all aliases used and the capacity of all officers, directors and shareholders owning 20 percent or more of the corporate stock.

A limited liability company or any other business entity shall furnish its exact name, any trade name(s) under which it operates or has operated, business and physical mailing addresses, the date and state of its organization, evidence that it is in good standing in the state, and the legal names and aliases used in capacity of all its officers, directors and members or owners with a 20 percent or more interest in the entity.

(2) The nature of the business to be conducted and products to be sold or otherwise made available to customers.

(3) All regulated businesses shall furnish proof of current licensure, permit or certification by the appropriate regulatory agency.

(b) *Code compliance procedure.* The code compliance procedure provided in section 5-4 is part of the license application process. No business shall be carried on, at a location or place of business, and no privilege license shall be issued therefor until such time as the zoning ordinances, building codes and other codes and ordinances of the city are fully complied with where applicable; proof thereof to be evidenced through certification or other acknowledgement of code compliance by the appropriate department(s) or other responsible city office(s).

(c) *Amount levied for early years of doing business.* Business license amounts for early years of doing business shall be subject to the following special rules:

(1) For the initial business license, taxpayer shall make a good-faith estimate of the total amount of gross receipts it expects for the remainder of the calendar year, which shall be referred to as the "short year." The initial business license payment shall be based on this estimated amount. When the taxpayer next renews the business license, the estimated amount for the initial business license shall be compared to the taxpayer's actual gross receipts in the short year, and the amount for the initial license shall be adjusted accordingly, with the taxpayer owing at the time of such renewal any deficient amounts or alternatively obtaining a credit for any overpayment. The basis for the license tax in the short year shall be the actual gross receipts for the short year.

(2) For the first renewal of the business license, the amount paid for the taxpayer's business license initially shall be based on an estimated full year's gross receipts, to be determined and adjusted utilizing the following procedure. The taxpayer shall project the first full year's gross receipts by annualizing the short year's gross receipts. This shall be done by dividing the number of full months the taxpayer was in business in the municipality into the short year's gross receipts and multiplying that amount by twelve (12); provided that each taxpayer shall be deemed to have been in business in the municipality for a minimum of one month for purposes of this calculation. The initial amount levied on the taxpayer for this first renewal shall be based on this annualized projected amount, but the final levy shall be based on the actual gross receipts for that year.

(3) When the business license is renewed the following year after a full year of doing business, the amount paid in the previous year shall be adjusted to accord with the taxpayer's actual annual gross receipts, with the taxpayer owing at the time of such renewal any deficient amounts, or alternatively obtaining a credit for any overpayment for the previous year.

(4) In all subsequent years that the business license is renewed, the amount of business license owed shall be based on the gross receipts for the license year next preceding the current license year. Unless otherwise specified in the enclosed schedules, the minimum annual license shall be one hundred dollars (\$100.00).

(d) *Sworn statements required.* Taxpayers shall be required to file with each renewal of a business license a sworn statement as to the total amount of gross receipts or other basis for the business license, utilizing forms and procedures promulgated or approved by the finance department. For licenses in the phase-in period that are based on estimated gross receipts, the taxpayer shall only be required to make an unsworn good faith effort to reasonably estimate the gross receipts.

Sec. 5-4. - Code compliance procedure.

(a) *Generally.* Upon submission of an application for a business license, the finance department is authorized to determine whether the operation of the business would conflict with the public safety, health, or welfare, or with any provision of law including but not limited to zoning laws, building and safety codes, fire codes, health codes, and any other laws or codes which would potentially affect public safety, health and welfare prior to the issuance of a business license.

(b) *Code compliance procedure.* The finance department may promulgate rules or regulations to require that prior to the issuance of a business license, approvals must be obtained from other departments of the city and the health department for compliance with any law, code, ordinance, rule, or regulation over which such other department has administrative or enforcement responsibilities. This procedure may include a requirement to obtain approval from the Pelham police department as to whether the operation of the business would potentially negatively impact public health, safety, and welfare and whether any measures must be taken by the taxpayer to provide for security, traffic control, crowd control, or other public safety issues. The other departments that participate in the code compliance procedure are authorized to utilize their discretion in giving approval with or without conditions, or in denying approval. Any such City department or agency may withhold their consent or approval until the business conforms to its respective ordinances or regulations. Upon receipt of the proper written approvals of all applicable departments, the approving department is authorized to issue a certificate of occupancy, code compliance certificate, or other acknowledgement of code compliance.

(c) *Denial of approval.* If any department denies approval, the reason for the denial shall be given in writing to both the taxpayer and the finance department. The finance department shall not issue a business license when another department has denied approval; and if such other department grants approval with conditions, the business license shall be issued subject to such conditions, which shall become part of the business license. The finance department, by rule or regulation, may make the code compliance procedure apply to the renewal of a business license by particular license classifications, or if there is reason to believe that the business is not in compliance at the time of renewal.

(d) *Code compliance; not a certification of lawfulness; no cause of action.* The code compliance procedure is entirely regulatory in nature as an exercise of the police powers of the city, and for determining whether a license shall be issued. It shall not relieve the taxpayer from compliance with all such codes, ordinances, rules, and regulations. Issuance of a code compliance certificate or the issuance of a business license shall not constitute a certification, endorsement, finding, representation, warranty, or guarantee by the city or the finance department that the taxpayer is conducting a lawful business or is otherwise in compliance with such laws, codes, ordinances, rules, and regulations; or that the taxpayer or its business does not and shall not negatively impact public health, safety, or welfare. The code compliance procedure and the issuance of a business license shall not give rise to any cause of action against the city for any activity by the taxpayer or the taxpayer's business, even if the city erroneously concludes that the taxpayer is in compliance.

Sec. 5-5. - Issuance of business license generally; issuance fee.

(a) *Issuance generally.* Upon meeting all conditions for the issuance of a business license, the finance department shall issue an appropriate license, but the issuance and grant thereof is expressly conditional upon the truth and

accuracy of the application and sworn statements. The license shall be revocable as provided in this chapter if such information was untruthful, inaccurate, or if the amount paid by the licensee was insufficient.

(b) *Issuance fee.* Before any person shall engage in or carry on any business or do any act within the corporate limits of the city for which a license is required by this article, he shall pay to the city the amount required for such license under this article; plus an issuance fee for issuing the license in an amount equal to the maximum amount allowable by the State of Alabama Department of Revenue, which shall be adjusted every five (5) license years by an amount equal to the percentage increase, if any, in the U.S. Department of Labor's Producer Price Index, rounded to the nearest dollar, with the base year being 2006.

Sec. 5-6. - Terms of licenses; transfers.

(a) *Term.* All licenses due to the city shall be valid for the remainder of the calendar year in which they are issued, except in cases where a daily, weekly, or monthly license is specifically provided. Every license shall automatically expire at the end of the period for which it is valid. For a flat rate business license that is taken out after July 1, only one-half of the license fee shall be charged and collected, except for those classifications for which daily, weekly, monthly, quarterly or semiannual licenses are provided.

(b) *Notification of the sale/transfer of business ownership.* Notwithstanding anything to the contrary in this section, upon the lawful sale or lawful transfer of a business from one taxpayer (owner) to a new taxpayer (owner), any and all new business owners are required to notify the City of Pelham finance department, in writing, within five business days of the consummation of a lawful sale, or transfer of ownership of a business located within the city limits of Pelham. The notification will include the name, title, and mailing address of the new owner of the business, the phone number and an alternative phone number of the new owner, the name, title, and mailing address and phone number of any and all managing representatives of the business. If the business is going to be managed by a third party, the name, mailing address, phone number, and email of the managing person, company, or representative are required. Additionally, a list of all other businesses operated and operating within the City of Pelham is required.

(c) *Transfer of licenses.* No license shall be transferred to a different taxpayer, person, location, or otherwise. Provided that a mere change in the name or ownership of a taxpayer that is a corporation, partnership, limited liability company or other form of legal entity now or hereafter recognized by the laws of Alabama shall not constitute a transfer for purposes of this section, unless:

- (1) The change requires the taxpayer to obtain a new federal employer identification number or Alabama Department of Revenue taxpayer identification number; or
- (2) The subject license is one for the sale of alcoholic beverages; a new business license application and approval for any alcoholic beverage license shall be required as provided in the City of Pelham Code.

Nothing in this section shall prohibit the city from requiring a new business license, and applicable City of Pelham sales and/or business tax identification numbers, as required in this chapter of the City of Pelham Code of Ordinances.

Sec. 5-7. - Renewal dates; delinquencies and penalties.

(a) *Annual renewal.* Each annual business license shall be renewed on or before the 31st day of January each year and shall be delinquent if renewed after January 31st. If the due date for payment of any business license hereunder falls on a weekend or a holiday recognized by the municipality from time to time, the due date shall automatically be extended until the next business day. Notwithstanding the foregoing, insurance company licenses shall be renewed annually on or before March 1, in accordance with the Code of Ala. § 11-51-122. A renewal license is deemed received on the day payment is actually made in the finance department, or, if sent by the United States mail and received in the finance department within a reasonable time, the day it is lawfully postmarked.

(b) *No license issued when amounts owed.* A renewal license will not be issued until all amounts due under this chapter of the City of Pelham Code are filed and paid, and no new license will be issued to any person who owes

unpaid amounts due under this chapter. Business license renewal payments shall be applied to the current renewal only when any other debts the licensee owes to the municipality are paid in full. No business license shall be issued if the current renewal payment does not meet said prior obligations and the current renewal. Failure to pay such sums shall subject the taxpayer to those penalties as prescribed for doing business without a license. To the extent allowed by law, for purposes of administering this subsection, the finance department is authorized to disregard the corporate form, and/or consider the liability of individuals, shareholders, partners, and of parent, sister, or subsidiary corporations.

(c) *Validity of license paid by check.* Whenever a license shall be issued in return for payment by any check, such license shall not be valid or of any force or effect unless and until such check shall be duly paid upon presentation to the drawee. If the check is returned, the business is considered to be and is operating without a license in violation of this article. Returned checks shall be collected by the finance department in accordance with the city's administrative and enforcement procedures.

(d) *Cancellation of licenses not renewed.* All licenses not renewed by March 1 of the calendar year are deemed canceled. Any person seeking to reinstate a cancelled license must apply for a new license that shall be subject to all inspections and zoning reviews prior to its issuance. If a new license is granted the licensee doing business shall also pay any penalties and interest that have accrued from January 1 to the date of the issuance of the new license.

(e) *Civil penalties.*

1. If a taxpayer fails to pay any business license tax owed to the city on or before the due date prescribed therefor, there shall be assessed a penalty of fifteen (15) percent of the business license tax required to be paid with the license form. There shall be assessed a penalty of thirty (30) percent of any business license tax required to be paid with the license form if the business license tax and any assessed penalties are not paid within thirty (30) days of the due date prescribed in the preceding sentence. Such penalties shall not be cumulative. This shall be in addition to all other penalties provided in the City of Pelham Code or by law, including without limitation criminal penalties.
2. In the case of person who began business on or after the first day of the calendar year, the license for such new business shall be increased by fifteen (15) percent for the first fifteen (15) days they are delinquent and shall be increased by an additional fifteen (15) percent for a delinquency of forty-five (45) days or more.
3. To the extent a licensee underreports gross receipts, the licensee shall be subject to thirty (30) percent penalties and interest on the underreported amount.

(f) *Criminal penalties for failure to obtain license.* It shall be unlawful for any person to engage in the activity for which a business license is levied without first having procured a business license therefor. In addition to any applicable civil penalties, violations of this section shall be punishable by a fine of up to five hundred dollars (\$500.00) for each offense, and if the violation is willful, by imprisonment, not to exceed six (6) months for each offense, or both such fine and imprisonment, all at the discretion of the court trying the same. Each day during which such violation occurs shall constitute a separate offense.

(g) *Interest.* Interest shall be computed based on the underpayment rate established by the Secretary of the Treasury under the authority of 26 U.S.C. § 6621.

(h) *Waiver of penalties.* Notwithstanding the foregoing, no fine or penalty under this section shall be assessed, or if assessed, shall be waived, if reasonable cause exists. "Reasonable cause" shall mean the death or major illness of or an accident involving a sole proprietor causing serious bodily injury that in either case resulted in the sole proprietor being unable to purchase the license or operate his or her business during the ten (10) days preceding the due date for the license; natural disaster, fire, explosion, or accident that caused the closing or temporary cessation of the business of the taxpayer during the ten (10) days preceding the due date for the license; or reliance on the erroneous advice of an employee of the finance department given in writing or by electronic mail. The burden of proving reasonable cause shall be on the taxpayer, and a determination by the city that reasonable cause does not exist shall be reversed only if that determination was made arbitrarily and capriciously. All

penalties and interest administered by the city shall be assessed, collected, and enforced in the same manner as business licenses. This waiver procedure shall not apply to criminal prosecutions.

(i) *Prosecutions unaffected.* The adoption of this section shall not in any manner affect any prosecution of any act illegally done contrary to the provisions of any ordinance now or heretofore in existence, and every such prosecution, whether begun before or after the enactment of this section shall be governed by the law under which the offense was committed; nor shall a prosecution, or the right to prosecute, for the recovery of any penalty or the enforcement of any forfeiture be in any manner affected by the adoption of this section; nor shall any civil action or cause of action existing prior to or at the time of the adoption of this section be affected in any manner by its adoption.

Sec. 5-8. - Renewal notices and taxpayer duty to report certain changes.

The finance department shall mail or otherwise transmit a renewal reminder notice to each taxpayer that purchased a business license during the preceding license year, via regular U.S. mail addressed to the taxpayer's last known address, on or before December 31 of the current license year. The failure of the finance department to comply with the preceding sentence shall not, however, preclude it from enforcing the business license tax laws against a taxpayer, but shall preclude the assessment of any fines or penalties otherwise due for late payment until ten (10) days after a renewal reminder notice has been mailed to the taxpayer at its last known address as indicated in the finance department's records, or personally delivered to the taxpayer, and the taxpayer then fails or refuses to remit the business license tax due for such license year within the ten-day period. If the finance department mails a renewal reminder notice to the last known address of the taxpayer, as indicated in the finance department's records, there shall exist a presumption that the finance department has complied with the above provisions. The finance department shall not be precluded from assessing fines and penalties otherwise due for late payment if the taxpayer does not notify the finance department of a change in address within ninety (90) days after changing such address. Taxpayers shall notify the finance department of a change of mailing address within ninety (90) days of the address change. In like manner, taxpayers shall notify the finance department of a change in their federal employer identification number or Alabama Department of Revenue taxpayer identification number within a reasonable time after such number is changed.

Sec. 5-9. - Branch office rules.

A taxpayer required by this chapter to purchase a business license that is engaged in business in more than one municipality shall be permitted to account for its gross receipts so that the part of its gross receipts attributable to one or more branch offices will not be subject to the business license tax imposed on the principal business office required to obtain a business license. Branch office gross receipts are those receipts that are the result of business conducted at or from a qualifying branch office. In order to establish the existence of a qualifying branch office, the taxpayer shall meet all the following criteria:

- (1) Demonstrate the continuing existence of an actual physical facility located outside the police jurisdiction of the municipality in which its principal business office is located, such as a retail store, outlet, business office, showroom, or warehouse, to which employees or independent contractors, or both, are assigned or located during regular normal working hours.
- (2) Maintain books and records which reasonably indicate a segregation or allocation of the taxpayer's gross receipts to the particular facility or facilities.
- (3) Provide reasonable proof that separate telephone listings, signs, or other indications of separate activity are in existence.
- (4) Billing or collection activities, or both, relating to the business conducted at the branch office or offices are performed by an employee or other representative of the taxpayer who has such responsibility for the branch office, whether or not the representative is physically located at the branch office.
- (5) All business claimed by a branch office or offices must be conducted by and through the office or offices.

(6) Supply proof that all applicable business licenses with respect to the branch office or offices have been issued.

Sec. 5-10. - License required for each location and line of business; posting of license required.

(a) *License specific to location.* Every taxpayer required to purchase a business license under this chapter shall obtain a separate business license for each location at which it does business in the city except for mobile food units as provided for under Schedule FF of this section.

(b) *More than one line of business.* Any taxpayer engaged in additional lines of business listed in the NAICS classifications shall purchase a license for each separate NAICS license classification from which the taxpayer derived more than ten (10) percent of its gross receipts during the preceding license year. For each business license, the gross receipts which are taxed with regard to such license shall be only those gross receipts which arise within the line of business, which is the subject of the license, except as provided in subsection (c), other provisions of this chapter, or as otherwise provided by law.

(c) *Gross receipts under the ten (10) percent threshold.* Nothing herein shall be construed to exempt the gross receipts derived from one or more additional lines of business of the taxpayer if those gross receipts do not exceed the required ten (10) percent threshold for the purchase of a second or multiple business licenses. Instead, those gross receipts shall be included in the business license for the taxpayer's primary line of business. Alcohol sales and flat fee schedules are exceptions to the ten (10) percent threshold and shall be licensed separately for each business activity.

(d) *Reporting requirements for businesses with dual certifications.* Any business engaged in any activity that requires certification or licensure from a State of Alabama board or agency shall be required to procure, pay for, and take out a separate license from the City of Pelham therefor, regardless of the amount of gross receipts derived from such business activity.

(e) *Posting of license.* Each business license is required to be conspicuously posted or displayed at the location where such business is conducted. The taxpayer shall immediately show the license to any revenue official or other designee upon request.

(f) Nothing herein shall be construed as exempting businesses from payment of a license on the basis of a lack of physical location.

Sec. 5-11. - Prima facie evidence of doing business.

(a) *Indications of business activity.* Each of the following, without limitation, shall constitute prima facie evidence of doing business:

- (1) The maintenance of an office or place of business.
- (2) Advertising, signs, websites, promotional materials, or similar matters that promote the business.
- (3) Maintaining books or records indicating business activity.
- (4) Engaging in any activity which would require that the person obtain a license from the state or Shelby County, or the obtaining of such a license; or the filing of a tax return with the Alabama Department of Revenue or Internal Revenue Service indicating the existence of a business.
- (5) Engaging in any activity described in the 2002 North American Industrial Classification System.
- (6) Engaging in any activity for which state law would enable or authorize the city to require a business license.

(b) *List not exclusive.* This section is supplemental to all other provisions of this chapter. No specific kind of evidence of engaging in business activity shall be required. A business license shall be required as provided in this chapter regardless of the quality or quantity of evidence.

Sec. 5-12. - Inspection of premises.

Duty to permit inspection and produce records. Upon demand by the designee of the city, it shall be the duty of all licensees to:

(a) To the extent allowed by the statutes and constitutions of the United States or state, upon demand by the finance department, the taxpayer shall be required to provide access during business hours to all portions of the place of business to enable the finance department to determine the correct license classification and/or the correct amount of license tax. In the event a search warrant is required by law, the finance department shall collaborate with the police department to make application for obtaining and execution of a search warrant.

(b) To furnish information during reasonable business hours, at the licensee's place of business in the city, all books of account, invoices, papers, reports and memoranda containing entries showing amounts of purchases, sales receipts, inventory and other information from which the correct license tax classification of such person may be ascertained and the correct amount of license tax to which he is subject may be determined, including but not limited to exhibition of bank deposit books, bank statements, copies of sales tax returns to the State of Alabama, copies of Alabama income tax returns and federal income tax returns.

(c) The provisions of this chapter shall be enforced by the revenue official, by whatever name called, under the supervision of the finance director. This official shall have the authority: to enter upon any premises for the purpose of making inspections necessary in carrying out his/her duties, to write citations for violations, to institute criminal proceedings, and to require any illegal business or one operating illegally to immediately cease operations in accordance with the city's administrative and/or enforcement procedures. This official shall be empowered with the authority to issue citations for violations of this chapter. Citation fees of up to five hundred dollars (\$500.00) may be imposed for violations when a citation has been issued and the recipient does not comply within the time allowed.

Sec. 5-13. - Revocation of license or privilege to obtain a license.

(a) *Generally.* Any business license issued pursuant to this chapter, the privilege to obtain a business license, and/or the privilege to renew a business license, may be revoked by the city council after notice and public hearing for any of the following reasons:

(1) The taxpayer or license applicant, or its agent or employee, violates or has violated any provision of federal or state law or rule, or any municipal ordinance, relating to the license, business, business premises, or business activity to which the license or application pertains.

(2) The taxpayer or license applicant, or its agent or employee, violates, aids in violating, or knowingly allows to be violated any criminal ordinance of the city or any criminal law of the state on the licensed premises.

(3) The activity to which the license, license application, or license renewal pertains is offensive, injurious, and dangerous to the public health, safety, and welfare to the extent that the licensed premises or licensed activity is a public nuisance. The city, as an additional or alternative remedy, may institute injunctive proceedings in a court of competent jurisdiction to abate the same.

(4) Any application, affidavit, return, or other document filed by or on behalf of the taxpayer or applicant with the finance department contains false or misleading information or an omission of a material fact. Any application, affidavit, or document or any statement or presentation made before any board, committee, commission, or council meeting of the city to obtain any special conditions, zoning exception, alcohol license or other City approval required to operate the licensed business that contains false or misleading information or an omission of a material fact.

(5) The taxpayer or license applicant fails to pay within the time allowed by law any business license or tax liability for which a final assessment has been entered and for which further review is not available, or for which the taxpayer or license applicant is required to pay as the result of a conviction for which no further direct appeal is available.

- (6) The taxpayer or license applicant fails to meet any qualification, criteria, or credentialing standard under federal, state, or municipal law required in order to engage in the kind of business to which the license relates.
- (7) The taxpayer or license applicant has been convicted of a felony within the past five years that is related to activity that tends to show that the issuance or renewal of the business license in question would place the health, safety, or welfare of the general public at risk.
- (8) Any other reason provided or allowed by law or rule.

(b) *Procedure for revocation.*

- (1) The finance department shall petition the city council to set a public hearing to consider a resolution for the revocation of the business license, privilege to obtain a business license, and/or the privilege to renew a business license, for any of the reasons set out in subsection (a).
- (2) Upon receipt of the petition, the city council shall hold a public hearing to determine if there is substantial evidence justifying the revocation of the license or privilege to obtain or renew a license. Notice of the public hearing and grounds for the revocation of the license shall be in writing and served on the licensee by first-class or certified mail, or by personal delivery, or by any other means authorized by the Alabama Rules of Civil Procedure for service of process, at least ten (10) calendar days prior to the hearing.
- (3) *Hearing procedure.*
 - a. The city council will set the hearing date and may choose a regularly scheduled council meeting or a specially set council meeting for the hearing.
 - b. The city attorney or designee shall present witnesses and/or evidence to support the revocation. The city council members may question witnesses as the city attorney or designee concludes with each witness and may ask questions during the presentation of a witness for clarification.
 - c. At the conclusion of the city attorney's or designee's presentation, the licensee or the licensee's attorney may present witnesses and/or evidence on behalf of the licensee. The city council members may question witnesses as the licensee or the licensee's attorney concludes with each witness and may ask questions during the presentation of a witness for clarification.
 - d. The public may speak on behalf of or against the revocation. The city council may set a time limit for each person to speak.
 - e. The city council may choose to recall a witness for questioning or call a witness to be examined by the city council.
 - f. At the conclusion of the public hearing, the city council may close the public hearing and discuss the revocation in the public forum prior to voting.
 - g. There shall be no cross-examination of witnesses or the calling of an adverse witness for direct examination.
 - h. The city council may set a time limit for the city attorney or designee and the licensee or licensee's attorney to present evidence.
 - i. All documents for the hearing must be submitted five (5) days in advance of the hearing to the city clerk for distribution to the city council members.
 - j. The public hearing shall be recorded or transcribed for the purpose of maintaining a reasonably accurate record of the proceedings; provided, however, that the city council shall not be required to follow particular rules of evidence or procedure unless specifically required by law or ordinance.
- (4) If, after the hearing, the city council adopts a resolution revoking the business license, the privilege to obtain a business license, and/or the privilege to renew a business license, then all business activity shall cease.
- (5) Once a license or the privilege to obtain or renew a license has been revoked, the person who was the subject of the revocation, or any entity in which such person is an owner, partner, principal, or shareholder of a

privately held corporation, must obtain city council approval of all future license applications prior to the issuance of any new City business license. The finance department shall notify the city clerk of applications requiring the city council approval and the city clerk shall place the application request on the city council agenda. Thereafter the proceedings shall be by public hearing before the city council, generally following the same procedures as for a revocation.

(6) Upon revocation of a license or the privilege to obtain or renew a license, the taxpayer or applicant may seek judicial review in accordance with state law.

(c) *Waiver of hearing.* The taxpayer or license applicant may elect in lieu of a public hearing to concede the revocation and waive any right to contest the revocation.

(d) *Licensee fails to appear for the hearing.* If, after proper notice required in subsection (b)(2), the licensee fails to appear for the hearing; the city council may proceed without the licensee present and take action provided for by this section.

(e) *Authority to temporarily close business following a class A felony.* The Chief of Police or his designee is authorized to temporarily close a business in the city up to forty-eight (48) hours following a class A felony on the premises, which shall include the parking area and area adjacent to the business, when necessary to conduct an investigation and when necessary for public safety.

Any person aggrieved by a decision of the Chief of Police to close a business pursuant to this section may appeal such a decision to the city council by giving notice of appeal to the city clerk.

Sec. 5-14. - Exemptions.

(a) *Federal or state exemptions.* Those business activities specifically exempted at the municipal level of government by a franchise contract, by state or federal law or by some other legal requirement superior to this article and only to the extent required by the same.

(b) *Farmer's exemption.* For purposes of this section, the following terms shall have the meanings ascribed to them in this subsection:

(1) The term farmer means a farmer or other individual engaged in the production of farm products for sale or other disposition exclusively of articles produced by him.

(2) The term farm product means all agricultural, horticultural, vegetable and fruit products of the soil, meats, marine food products, poultry, eggs, dairy products, wool, hides, feathers, nuts and honey, but shall not apply to seeds sold at retail, nor include timber products, tea, coffee or pelts of fur-bearing animals.

(3) A farmer or other producer of farm products is by reason of the Code of Ala. § 11-51-105 exempt from the imposition of a delivery license under Code of Ala. § 11-51-101 although, for the purposes of marketing his products, he operates a vehicle on the streets of the city.

Any business desiring to claim exemption from the business license fee under this provision shall file with the finance director a duly executed affidavit attesting to such eligibility. In addition, such business shall file with the finance director a certificate signed by a county agricultural agent certifying that said business is a bona fide grower or producer of the kind of farm products which said business proposes to sell in the city.

(c) *Exemption for school booster organizations.* No license shall be required of any bona fide nonprofit school music, academic, or athletic group, group booster, or parents' group when raising money by selling "band" candy, ornaments, fruitcakes, fresh fruit or gift items, or washing cars, etc., where all of the profits from such sales will go to support the school band, math team, athletic team, cheerleaders, etc., by purchasing equipment, musical instruments, or uniforms, or to pay for transportation to and from games, tournaments, competitions, or exhibitions where such trips or activities, games, tournaments, competitions, or exhibitions are approved by the school board of the city schools. If a retail sale of these items is made, an academic sponsor or parents' group would be responsible to ensure that all sales taxes are collected and paid to the finance department.

(d) *Churches and other religious organizations.* No license shall be required of any church or religious organization for the privilege of gathering and operating a church or religious fellowship in the city; provided, however, that, except as expressly provided herein, an organization's status as a church or religious organization shall not exempt said organization from the requirement to obtain a business license if it engages in business activity that otherwise would be subject to licensure under this article.

(e) *Full-time student exemption.* No license shall be required for a business with annual gross receipts less than fifteen thousand dollars (\$15,000.00) that is solely operated by a person enrolled as a full-time student during the calendar year at any public or private primary or secondary school, including homeschooled students. The intent of this exemption is to encourage entrepreneurship in the city's youth and to exempt traditional students' business activities such as cutting lawns and operating lemonade stands. This exemption shall not be used as a subterfuge to allow students to conduct businesses in the city without a license under this article.

(f) No business required by this article to secure a license shall be exempt from application requirements or the payment of said license fee on the grounds that such business is operated for charitable purposes.

(1) Nonprofit organizations which have been granted exemptions from business license taxation by Acts of the Alabama Legislature are exempt from City license taxes but will be required to register. The legislative act, or a copy thereof, must be submitted to the department in order to be eligible for the grant of such exemption. Nonprofit organizations are not automatically exempt from the provisions of this chapter by virtue of having qualified for nonprofit status on the federal income tax level.

(2) Nonprofit organizations that do not have a specific state exemption from business license taxation will be classified by the service they provide according to the License Schedules. They shall purchase the minimum license for the NAICS classification applied if the business operates totally on donations. All gross receipts other than donations shall be reported and the license will be calculated according to the pay schedule for the applied classification.

Any entity claiming exemption hereunder that is operating within the corporate City limits shall file with the finance department an application signed by an authorized representative of the entity. The application shall be provided by the finance department and shall contain (1) the name and address of the entity, (2) whether the entity is a corporation or other form of organization, (3) if applicable, affirmation that the entity is tax-exempt pursuant to Internal Revenue Code, 1986, as amended, and (4) such other related and pertinent information as may be required by the finance department. A copy of the Internal Revenue Service determination letter with respect to the entity's exempt status must be attached to the application.

Exemption from licensing under this section does not relieve any person from complying with other applicable City laws or ordinances, including the zoning ordinance and building codes of the city.

Sec. 5-15. - Other license requirements.

(a) *Gasoline sales.* In addition to any license fee required under this article, the sale of gasoline shall be subject to provisions of article X of chapter 5 of the City of Pelham Code.

(b) Compliance with state health regulations and state licensure or certification requirements.

(1) No establishment, work or other endeavor controlled or covered by the provisions of the Code of Ala. § 22-20-5 dealing with public health requirements, shall be issued a license until a permit or other evidence of compliance with such provisions of such law is presented to the finance director or his designee.

(2) No business or profession which requires licensure by an agency of the state or a professional organization such as the Alabama Medical Licensure Board, Alabama State Bar, Alabama State Board of Health, Alabama State Health Planning and Development Agency, Alabama Alcoholic Beverage Control Board and other similar regulatory agencies, shall be licensed by the city until a permit, certification or other evidence of compliance with the provisions of law regulating such business or profession is presented to the finance director or his designee. Attachment of a copy of a current license, certificate or permit issued by such regulatory agency shall be sufficient proof of compliance for the revenue official, and if referred, sufficient proof of compliance with those regulatory standards for consideration by the city council.

(3) No City business license shall be issued to any business that is regulated by the State of Alabama without evidence that the business owner possesses a current state license to provide services of the type so regulated. Businesses regulated by the State of Alabama include but are not limited to general contractors, electrical contractors, plumbing contractors, heating/air-conditioning contractors, exterminators and landscapers.

(c) *Day care center.* A day care center is defined as any person providing care, for compensation, to more than six (6) children during part of, or all of, the day but less than twenty-four (24) hours apart from their own parents or guardians. A business license shall be issued only upon presentation of proof that the applicant is licensed to operate a day care center as may be required by the State of Alabama and upon proof that the premises meet City building, fire, safety and health standards and zoning requirements.

(d) *Day care home.* A day care home is defined as any person(s) providing care, for compensation, to more than two (2) but less than six (6) children other than his or her children, in his or her own home during part of, or all of the day, but less than twenty-four (24) hours apart from their own parents or guardians. A business license shall be issued only upon presentation of proof that the applicant is licensed to operate a day care home as may be required by the State of Alabama and upon proof that the premises meet City fire, safety and health standards and zoning requirements. Foster homes registered with the State of Alabama are not required to obtain a city business license.

(e) *Restaurant/catering service.* A business license shall not be issued to any establishment where meals and/or snacks are prepared and/or served without presentation of a valid state health permit.

(f) *Rental of real property.* Every property owner must obtain an individual license for each rental property. Owners of real property who have engaged a third party to manage their rental properties may choose to have the third-party manager submit such owners' rental license application and renewal. This does not preclude the property management company from obtaining a separate business license for property management business activities.

(g) *Vehicle signs.* All vehicles used in the course of business by contractors, subcontractors or any other business that normally works from a vehicle, such as lawn service, landscape, or curb painter, shall have signs plainly and visibly marked on each side of the vehicle indicating the full name, address and phone number of the business or owner.

Sec. 5-16. - Licenses governed by the Code of Alabama, 1975.

(a) *Cable television and telecommunications services.* All businesses providing cable services within the city shall pay a license fee of 5 percent (or maximum allowed) of gross receipts, except as herein provided. Less any existing franchise agreement fees.

(b) *Waste Grease and Animal By-Products.* Each person engaged in the business of purchasing and receiving or collecting waste grease and animal by-products for rendering or recycling, from businesses, schools, and institutions located in various cities of the state, shall pay a business license fee of the maximum allowed as provided by Code of Ala. § 11-40-23.

(c) *Insurance company - fire and marine.* \$4.00 on each \$100.00 of gross premiums, less return premiums, on policies issued during the preceding year on property located in the city, provided that in case such company shall not have conducted business in the city for the full period of said preceding year, it shall pay that amount which bears the same relationship to the gross premiums, less return premiums, on policies issued during the said preceding year on property located in the city as 365 bears to the number of days during which business was conducted in such preceding year. Companies commencing business after the first of the current license year shall pay a flat minimum license of \$5.00 upon which there shall be an adjustment at the end of the year, upon the basis herein provided for new companies.

(d) *Insurance company, other than fire and marine.* \$20.00 plus \$1.00 of each \$100.00 and major fraction thereof of gross premiums, less return premiums, on policies issued during the preceding year to citizens of the city, provided that in case such company shall not have conducted business for the full period of said preceding year, it shall pay \$20.00 plus that amount which bears the same relationship to the gross premiums, less return premiums, on policies issued during the said preceding year as 365 bears to the number of days during which business was

conducted in such preceding year. Companies commencing business after the first of the current license year shall pay \$20.00 plus \$1.00 on each \$100.00 and major fraction thereof of gross premiums, less return premiums, on policies issued during the said current year to the citizens of the city. Such new companies shall pay a flat minimum license of \$20.00 at the time of commencement of business upon which there shall be an adjustment at the end of the year, upon the basis herein provided for new companies.

Should the City of Pelham's population subsequently exceed 50,000, the schedule will be adjusted to \$50.00 and \$1.00 on each \$100.00 and major fraction thereof of gross premiums, less return premiums, received during the preceding year on policies issued during said year to citizens within the city.

(e) *Railroads.* Each railroad company or each person operating railroads, whether such companies are incorporated under the laws of Alabama or any other state or whether incorporated at all or not, shall pay a business license fee of twenty-five dollars (\$25.00) for the first one thousand (1,000) inhabitants of the city and thirty-five dollars (\$35.00) for each additional one thousand (1,000) inhabitants or major fraction thereof; provided, however, that in no case shall the city assess or collect such a privilege or license tax exceeding two thousand dollars (\$2,000.00) as provided by Code of Ala. § 11-51-124.

Each railway sleeping car company, whether incorporated or not under the laws of Alabama, shall pay a business license fee of ten dollars (\$10.00) as provided by Code of Ala. § 11-51-125.

(f) *Express companies.* Express companies conducting business within the city shall pay a business license fee of the maximum allowed per year as provided by the Code of Ala. § 11-51-126.

(g) *Telegraph companies.* Telegraph companies conducting business in the city shall pay an annual business license fee of the maximum allowed per year as provided by the Code of Ala. § 11-51-127.

(h) *Telephone companies with exchange license.* Telephone companies with an exchange license operating in the city shall pay an annual business license fee of one thousand one hundred ten dollars (\$1,110) for the first twenty thousand (20,000) inhabitants of the city and sixty dollars (\$60.00) for each additional one thousand (1,000) inhabitants or major fraction thereof as provided by Code of Ala. § 11-51-128.

(i) *Telephone companies with long-distance service.* Telephone companies providing long-distance service and conducting business in the city shall pay an annual business license fee of the maximum allowed per year as provided by the Code of Ala. § 11-51-128.

(j) *Electric, gas, waterworks, and related businesses.* Utility companies which are not otherwise classified shall pay a business license fee equal to three (3) percent of gross receipts of the business done by the utility in the municipality during the preceding year as provided by Code of Ala. § 11-51-129. This section shall not affect any existing contract between the city and any public utility operating therein, except those provisions of contracts which relate to the amount or basis of the business license fee imposed by the city on such utility.

For selling or distributing electrical current, natural gas, or water, and for collecting sewer services an amount equal to three (3) percent of the gross receipts (unless otherwise agreed to by parties) of the business transacted in the municipality for the previous year for the sale or distribution of electrical current or natural gas or water services or sewer services from any point in or into the municipality. The three (3) percent of gross receipts does not negate other agreements entered into with the City of Pelham.

Each private treatment facility shall abide by all applicable requirements and regulations of the City of Pelham, the Alabama Department of Environmental Management (ADEM), the Environmental Protection Agency (EPA), the State Department of Public Health, or any agency having jurisdiction over such operation.

(k) *Banks.* The city shall levy a business license fee for banks and financial institutions according to the schedule provided by the Code of Ala. § 11-51-130 and 11-51-131.

(l) *Savings and loans.* The city shall levy a business license fee for savings and loan associations according to the schedule provided by Code of Ala. § 11-51-130 and 11-51-131.

(m) *Transportation Network Company (TNC)*. A TNC is not subject to local municipal ordinances. A one (1) percent local assessment fee must be paid to the Alabama Public Service Commission as provided by Code of Ala. § 32-7c-23.

(n) Delivery license

(1) A business that has no physical location in the city and is only delivering merchandise herein may at its option purchase a delivery license in accordance with the Code of Ala. § 11-51-194 in lieu of any other type of license.

(2) When deliveries total more than prescribed in Code of Ala. § 11-51-194, the delivery license shall be collected under the appropriate license category for the specific type of business listed herein as a retail or wholesale.

Sec. 5-17. - License Schedules.

(a) The North American Industry Classification System (NAICS) is hereby adopted by reference as the master guide in defining and describing occupations and trades covered by this article. Those occupations and trades not herein defined will be defined and described in the NAICS.

(b) It shall be the duty of the finance director to review and update the city license ordinance for approval by the city council to be effective January 1, 2026, and every four years thereafter.

(c) Each person required to obtain a business license shall be classified according to the following schedule, and shall pay a business license fee in accordance with the payment schedule indicated for that NAICS classification:

Code	Title/Description	Schedule
11	Agriculture, Forestry, Fishing and Hunting	
111	Crop Production	A
112	Animal Production and Aquaculture (Alabama Department of Public Health)	A
113	Forestry and Logging	A
114	Fishing, Hunting and Trapping (Alabama Department of Conservation and Natural Resources)	A
115	Support Activities for Agriculture and Forestry	A
21	Mining, Quarrying, and Oil and Gas Extraction	
211	Oil and Gas Extraction (Alabama Oil and Gas Board)	A
212	Mining (Except Oil and Gas) (Alabama Department of Labor/Board of Mine Examiners)	A
213	Support Activities for Mining (Alabama Board of Geologists)	A
22	Utilities	
221	Utilities (Alabama Licensing Board for General Contractors/Liquefied Petroleum Gas Board)	F
2211	Electric Power Company (Code of Ala. 11-51-129)	F
2212	Natural Gas Company (Code of Ala. 11-51-129)	F
2213	Water, Sewage and Other Systems (Code of Ala. 11-51-129)	F

Code	Title/Description	Schedule
23	Construction/Contractor/Subcontractor -Residential contractors must be licensed by the Home Builders Licensure Board. A Home Builders License allows contractors to perform "construction, remodeling, repair, improvement, or reimprovement" on a residential structure where the contract exceeds \$10,000. Home builders can only work on buildings under 3 stories. -The Alabama Licensing Board for General Contractors licenses all nonresidential contractors. A "General Contractor" is one who works on commercial or public contracts over \$50,000, or on swimming pool construction over \$5,000. This definition includes specialty or trade contractors who perform work on these types of projects.	
236	Construction Of Buildings (Must Have Picture I.D. and Certification Card for Regulated Specialty Trades)	O
236	Manufactured Buildings (Alabama Manufactured Housing Commission)	O
2361	Residential Building Construction (Home Builders Licensure Board)	O
236118	Home Improvement/Handyman (State Licensing Is Not Required for the Type or Volume of Work)	P
2362	General Contractor (Alabama Licensing Board for General Contractors)	O
2362	General Contractor - Subcontractor (Alabama Licensing Board for General Contractors)	O
237	Heavy and Civil Engineering Construction (Alabama Licensing Board for General Contractors)	A
2372	Land Subdivision/Development	A
238	Specialty Trade Contractors (Must Have Picture I.D. and Certification Card for Regulated Specialty Trades)	P
2381	Foundation, Structure, and Building Exterior Contractors (May Require a State Regulatory License)	P
23811	Subcontractor - Concrete	P
23812	Subcontractor - Structural Steel and Precast Concrete	P
23813	Subcontractor - Carpentry - Framing and Finishing	P
23814	Subcontractor - Masonry	P
23815	Subcontractor - Glass and Glazing - Installation Only	P
23816	Subcontractor - Roofing (Home Builders Licensure Board)	P
23817	Subcontractor - Siding - Installation Only	P
23819	Subcontractor - Other Structure, Foundation or Building Exterior - Installation Only	P
2382	Building Equipment Contractors (May Require a State Regulatory License)	P
23821	Subcontractor - Electrical (Alabama Board of Electrical Contractors)	P
23821	Subcontractor - Low Volt Electrical	P
23822	Subcontractor - HVAC (Alabama Board of Heating, Air Conditioning and Refrigeration Contractors)	P
23822	Subcontractor - Refrigeration (Alabama Board of Heating, Air Conditioning and Refrigeration Contractors)	P
23822	Subcontractor - Plumbing (The Alabama Plumbers and Gas Fitters Examining Board)	P
23822	Subcontractor - Gas (Alabama Plumbers and Gas Fitters Examining Board)	P
23822	Subcontractor - Sprinkler System	P
23822	Subcontractor - Fire System (Alabama Fire Marshal's Office)	P
23822	Subcontractor - Exhaust Hood Installation	P
23822	Subcontractor - Propane Installation (Liquefied Petroleum Gas Board)	P

Code	Title/Description	Schedule
23829	Subcontractor - Other Building Equipment - Installation Only	P
23829	Subcontractor - Elevator/Escalator (Alabama Department of Labor/Elevator Safety Review Board)	P
2383	Building Finishing Contractors	P
23831	Subcontractor - Drywall/Acoustical/Insulation	P
23832	Subcontractor - Painting and Wall Covering	P
23833	Subcontractor - Flooring - Installation Only	P
23834	Subcontractor - Tile, Terrazzo, Mosaic - Installation Only	P
23835	Subcontractor - Finish Carpentry & Cabinetry - Installation Only	P
23839	Subcontractor - Other Building Finishing - Installation Only	P
2389	Other Specialty Trade Contractors	P
23891	Subcontractor - Site Preparation, Excavating, Grading	P
23891	Subcontractor - Septic Tank Systems (Alabama Onsite Wastewater Board)	P
23899	Subcontractor - Not Otherwise Listed - Installation Only	P
23899	Swimming Pool Contractor (Alabama Licensing Board for General Contractors)	P
	Alcohol & Tobacco Licenses - Requires Alabama ABC Board License	
312121	(040) Retail Beer (on/off-premises)	W
312122	(050) Retail Beer (off-premises only)	W
312131	(060) Retail Table Wine (on/off-premises)	W
312132	(070) Retail Table Wine (off-premises only)	W
312133	(090) Wholesale Beer Only	W
312134	(100) Wholesale Table Wine Only	W
312135	(110) Wholesale Table Wine and Beer Combined	W
312141	(010) Lounge Retail Liquor - Class I	W
312142	(011) Package Store Liquor - Class II	W
312143	(020) Restaurant Retail Liquor	W
312144	(080) Liquor (Wholesaler/Importer)	W
312145	(990) Tobacco Permit	W
312146	(140) Special Event Retail (Limit 7 Days)	W
312147	(150) Special Retail - 30 Days or Less	W
312148	(160) Special Retail - More than 30 Days	W
312149	(120) Alcoholic Beverage Warehouse	W
312150	(130) Additional Warehouse - Wine, Beer or Both	W
312151	(200) Manufacturer	W
312152	(210) Importer - Wine, Beer or Both	W
312153	(220) Brewpub	W
31-33	Manufacturing	
311	Food Products Manufacturing (Alabama Department of Public Health)	K
311613	Rendering and Meat Byproduct Processing	State max
312	Beverage and Tobacco Product Manufacturing (Alabama Department of Public Health)	K
3121	Beverage Manufacturing (Alabama Department of Public Health)	K

Code	Title/Description	Schedule
3122	Tobacco Manufacturing	K
313	Textile Mills	K
314	Textile Product Mills	K
315	Apparel Manufacturing	K
316	Leather and Allied Product Manufacturing	K
321	Wood Product Manufacturing (Alabama Manufactured Housing Commission)	K
322	Paper Manufacturing	K
323	Printing and Related Support Activities	K
324	Petroleum and Coal Products Manufacturing	K
325	Chemical Manufacturing (Alabama State Board of Pharmacy)	K
326	Plastics and Rubber Products Manufacturing	K
327	Nonmetallic Mineral Product Manufacturing	K
331	Primary Metal Manufacturing	K
332	Fabricated Metal Product Manufacturing	K
333	Machinery Manufacturing	K
334	Computer and Electronic Product Manufacturing (Alabama Electronic Security Board of Licensure)	K
335	Electrical Equipment, Appliance, and Component Manufacturing (Alabama Electronic Security Board of Licensure)	K
336	Transportation Equipment Manufacturing	K
337	Furniture and Related Product Manufacturing	K
339	Miscellaneous Manufacturing	K
33995	Sign Manufacturing	K
42	Wholesale Trade	
423	Merchant Wholesalers, Durable Goods	K
42394	Precious Metal Objects Dealer (Reference City of Pelham Code Sections 5-60 Through 5-70)	E
424	Merchant Wholesalers, Nondurable Goods	K
4247	Petroleum and Petroleum Products (Gasoline) Merchant Wholesalers	T
4248	Beer, Wine, and Distilled Alcoholic Beverage Merchant Wholesalers	K
42494	Tobacco and Tobacco Product Merchant Wholesalers	K
425	Wholesale Electronic Markets, Agents and Brokers	K
44-45	Retail Trade	
441	Motor Vehicle and Parts Dealers (Revenue Department - Motor Vehicle Division)	A
4411	Automobile Dealers (Revenue Department - Motor Vehicle Division)	A
4412	Other Motor Vehicle Dealers	A
4413	Automotive Parts, Accessories, and Tire Stores	A
442	Furniture and Home Furnishings Retailers	A
443	Electronics and Appliance Retailers	A
444	Building Material, Garden Equipment, and Supplies Dealers	A
445	Food and Beverage Stores (Alabama Department of Public Health/ Alcoholic Beverage Control Board)	A

Code	Title/Description	Schedule
44512	Convenience Store/Truck Stop (Alcohol and Retail Fuel License Is Separate)	A
445299	Cottage Food Retailers (Shelby County Health Department)	A
4453	Beer, Wine, and Liquor Stores	A
446	Health and Personal Care Stores (Alabama Board of Home Medical Equipment)	A
44611	Drug Store/Pharmacy (Alabama State Board of Pharmacy)	A
447	Gasoline Stations and Fuel Dealers	A
44711	Gasoline Stations with Convenience Stores	A
448	Clothing, Clothing Accessories, Shoe, and Jewelry Retailers	A
451	Sporting Goods, Hobby, Musical Instrument, Book, and Miscellaneous Retailers	A
452	General Merchandise Stores	A
453	Miscellaneous Store Retailers (Alcoholic Beverage Control Board/ Liquefied Petroleum Gas Board)	A
4533	Used Merchandise Store (Excluding Vehicles and Pawn Shops)	A
45393	Manufactured (Mobile) Home Dealer	A
453991	Tobacco, Retail	A
454	Nonstore Retailers - Does Not Include Door-to-door Solicitation	A
4542	Vending Machine Operators (In addition to Schedule G per device)	A
45431	Fuel Dealer	A
45439	Solicitor/Peddler/Itinerant	AA
45439T	Temporary Vendor, Special Event (Mobile Food Unit Not Included)	DD
48-49	Transportation and Warehousing	
481	Air Transportation	A
482	Rail Transportation (Code of Ala. § 11-51-124)	State max
483	Water Transportation	A
484	Truck Transportation (Interstate)	A
48412	General Freight Trucking (Intrastate) (Code of Ala. § 37-3-33)	State max
485	Transit and Ground Passenger Transportation	A
4851	Bus and Other Motor Vehicle Transit Systems (Code of Ala. § 37-3-33)	State max
48531	Taxi Service	Q
48532	Limousine Service	Q
486	Pipeline Transportation	A
487	Scenic and Sightseeing Transportation	A
488	Support Activities for Transportation	A
48841	Motor Vehicle Towing	A
4889	Transportation - Crating/Packing	A
492	Couriers and Messengers (Code of Ala. § 11-51-126)	A
493	Warehousing and Storage	K
49319	Warehouse and Storage - Alcoholic Beverages	K
51	Information	
511	Publishing Industries (Except Internet)	A
512	Motion Picture and Sound Recording Industries	A

Code	Title/Description	Schedule
515	Broadcasting Station/Network	A
516	Internet Publishing and Broadcasting	A
517	Telecommunications	A
5171	Wired Telecommunications Carriers (Code of Ala. § 11-51-128, Local)	State max
5171	Wired Telecommunications Carriers (Code of Ala. § 11-51-128, Long Distance)	State max
5175	Cable Telecommunications	I
518	Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services	A
519	Web Search Portals, Libraries, Archives, and Other Information Services	A
52	Finance and Insurance	
522	Credit Intermediation and Related Activities	A
52211	Bank - Main Office (Code of Ala. 11-51-130)	X
52211	Bank Branch or ATM (Code of Ala. 11-51-130)	X
52212	Savings and Loan - Main Office (Code of Ala. 11-51-131)	X
52212	Savings and Loan Branch or ATM (Code of Ala. 11-51-131)	X
5222	Consumer Credit Services	A
522298	Pawn Shop (Reference Code Sections 5-50 Through 5-56)	E
522298	International, Secondary Market, and All Other Nondepository Credit Intermediation	E
5223	Mortgage Loan	A
52239	Other Financial Transaction Services	E
523	Securities, Commodity Contracts, And Other Financial Investments and Related Activities (Alabama Securities Commission)	A
524	Insurance Carriers and Related Activities	A
52411	Direct Life, Health, and Medical Insurance Carriers (Code of Ala. 11-51-120/123)	U
52412	Direct Insurance (except Life, Health, and Medical) Carriers (Code of Ala. 11-51-120/123)	V
52421	Insurance Agencies and Brokerages	A
52429	Other Insurance Related Activities	A
525	Funds, Trusts, and Other Financial Vehicles	A
53	Real Estate, Rental/Leasing of Real or Personal Property	
531	Real Estate (Alabama Real Estate Commission)	A
5311	Lessors Of Real Property	A
53111	Lessors of Residential Buildings and Dwellings (Over 180 consecutive days)	N
53111	Short-Term Rental of Residential Buildings and Dwellings (Less than 180 consecutive days)	N
53112	Lessors of Nonresidential Buildings (Except mini-warehouses)	A
53113	Mini-warehouses, Self-storage	A
53119	Mobile Home Park	A
5312	Real Estate Office (Code of Ala. § 11-51-132) (Alabama Real Estate Commission)	A
53121	Real Estate Agent (Code of Ala. § 11-51-132) (Alabama Real Estate Commission)	B
5313	Real Estate - Other Activities	A
53132	Real Estate Appraiser (Alabama Real Estate Appraisers Board)	A

Code	Title/Description	Schedule
532	Rental and Leasing Services	A
5321	Rental/Leasing - Automotive Equipment Rental and Leasing	A
5322	Rental/Leasing - Consumer Goods Rental	A
5323	Rental/Leasing - General Rental Centers	A
5324	Rental/Leasing - Commercial and Industrial Machinery and Equipment Rental and Leasing	A
533	Lessors Of Nonfinancial Intangible Assets (Except Copyrighted Works)	A
54	Professional, Scientific and Technical Services	
541	Professional, Scientific, and Technical Services (Must Have Picture I.D. and Certification Card for Regulated Professions)	M
5411	Legal Services	M
541110	Offices of Lawyers	M
5412	Accounting, Tax Preparation, Bookkeeping, and Payroll Services	M
541211	Offices of Certified Public Accountants	M
5413	Architectural, Engineering, and Related Services	M
5413	Architect/Architectural Service	M
54133	Engineer	M
54134	Drafting Service	M
54135	Building Inspection Services	M
54137	Surveyor	M
54138	Testing Service/Laboratory	M
5414	Specialized Design Services	M
5414	Interior Design Service	M
54143	Graphic Art/Design	M
54149	Other Design Service - Clothing, Textile, Fur, Jewelry, Shoes	M
5415	Custom Computer Services	M
5416	Management, Scientific, and Technical Consulting Services	M
54162	Consulting, Environmental	M
54169	Consulting - Other Scientific or Technical	M
5417	Scientific Research and Development Services	M
5418	Advertising and Related Services	M
54185	Display Advertising - Billboards, Aerial, Transit Advertising	R
54186	Direct Mail Advertising	M
54189	Sign Painting/Lettering	M
5419	Other Professional, Scientific, and Technical Services	M
54192	Photographer	M
54193	Translation/Interpretation Service	M
54194	Veterinary Services	M
54199	Other Professional, Scientific, and Technical Services	M
55	Management of Companies and Enterprises	
551	Management of Companies and Enterprises	A

Code	Title/Description	Schedule
56	Administrative/Support/Waste Management/Remediation	
561	Administrative and Support Services (Must Have Picture I.D. and Certification Card for Regulated Professions)	A
5611	Office Administrative Services	A
5612	Facilities Support Services	A
5613	Staffing Service	A
5614	Business Support Services	A
56143	Private Mailing Service	A
56149	Repossession Service	A
5615	Travel/Tour/Convention Bureaus	A
5616	Investigation/Security Service	A
561621	Security Systems (State of Alabama Electronic Security Board of Licensure)	A
561622	Locksmith (State of Alabama Electronic Security Board of Licensure)	A
5617	Services to Buildings and Dwellings	
56171	Exterminating/Pest Control (Alabama Department of Agriculture and Industries)	A
56172	Janitorial Services	A
56173	Landscaping Services (Alabama Department of Agriculture and Industries)	A
561730	Lawn Maintenance (Landscaping Services Not Requiring Certification from Alabama Department of Agriculture and Industries)	A
56174	Carpet/Upholstery Cleaning	A
56179	Other Services to Buildings	A
5619	Organizational Support Services	A
562	Waste Management and Remediation Services (Alabama Department of Public Health)	A
5621	Waste Grease Collection (Code of Ala. 11-40-23)	State max
61	Educational Services	
611	Educational Services	A
62	Health Care and Social Assistance	
621	Ambulatory Health Care Services (Must Have Picture I.D. and Certification Card for Regulated Professions)	M
6211	Physician	M
6212	Dentist	M
6213	Offices of Other Health Practitioners	M
62131	Chiropractor	M
62132	Optometrist	M
62133	Mental Health Practitioner	M
62134	Physical, Occupational, Speech Therapist, Audiologist	M
62139	Podiatrist	M
621395	Massage Therapist (Alabama Board of Massage Therapy)	M
621399	Health Practitioner - Acupuncturist, Hypnotherapist, Dietitian, Physician Assistant	M
6214	Outpatient Care Centers	M
62142	Outpatient Mental Health and Substance Abuse Centers	CC

Code	Title/Description	Schedule
6215	Medical and Diagnostic Laboratories	M
6216	Home Health Care Services	M
62191	Ambulance/Rescue Services	M
62199	All Other Ambulatory Health Care Services	M
622	Hospitals	L
6221	General Medical and Surgical Hospitals	L
6222	Psychiatric and Substance Abuse Hospitals	CC
623	Nursing and Residential Care Facilities (Alabama Department of Human Resources)	L
62322	Residential Mental Health and Substance Abuse Facilities	CC
6239	Other Residential Care Facility	L
624	Social Assistance Services (Alabama Department of Human Resources)	M
6241	Individual and Family Services	M
6242	Community Food and Housing, And Emergency and Other Relief Services	M
6243	Vocational Rehabilitation Services	M
6244	Child Day Care Center (Alabama Department of Human Resources)	M
6244	Child Care, In-Home (Alabama Department of Human Resources)	M
71	Arts, Entertainment and Recreation	
711	Performing Arts, Spectator Sports, and Related Industries	A
711T	Temporary Vendor - Special Event - One Day (Entertainment)	DD
711190	Carnival, Circus, Traveling Show - Includes Fairs	S
712	Museums, Historical Sites, and Similar Institutions	A
713	Amusement, Gambling, and Recreation Industries (In addition to Schedule H per device)	A
71394	Fitness and Recreational Sports Centers	A
71395	Bowling Center (In addition to Schedule H per device)	A
72	Accommodation and Food Services	
721	Accommodation (Less than 180 consecutive days)	A
72111	Hotels and Motels (Less than 180 consecutive days)	A
7212	RV Park/Campground	A
722	Food Services and Drinking Places (Alabama Department of Public Health)	A
72211	Full-Service Restaurants	A
72221	Limited Service Eating Places	A
72231	Food Service Contractors	A
72232	Caterers	A
72233	Mobile Food Services	FF
72233T	Temporary Mobile Food Vendor - Special Event	DD
7224	Drinking Places (Alcoholic Beverages)	A
81	Other Services	
811	Repair and Maintenance	A
8111	Minor Automotive Repair and Maintenance	A
8111	Major Automotive Repair and Maintenance	A

Code	Title/Description	Schedule
812	Personal and Laundry Services (Must Have Picture I.D. and Certification Card for Regulated Specialty Trades)	D
8121	Personal Care Service	D
812111	Barber Shops - Per Technician (Alabama Board of Cosmetology and Barbering)	C
812112	Beauty Salons - Per Cosmetologist (Alabama Board of Cosmetology and Barbering)	C
812112	Beauty Salons - Per Esthetician (Alabama Board of Cosmetology and Barbering)	C
812113	Nail Salons - Per Technician (Alabama Board of Cosmetology and Barbering)	C
812199	Other Personal Care Services (May Require State Regulatory Licenses and Health Certificates)	D
812199	Tattoo Parlor (Alabama Department of Public Health)	D
8122	Death Care Services (May Require State Regulatory Licenses and Health Certificates)	D
8123	Dry-cleaning and Laundry Services	D
81231	Coin-Operated Laundries and Drycleaners (In addition to Schedule G per device)	D
81233	Linen Supply	D
8129	Other Personal Services (May Require State Regulatory Licenses and Health Certificates)	D
81299	Mediums and Fortunetelling Services	D
81299	Bail Bondsman (Shelby County Court Authorization Required)	D
813	Religious, Grantmaking, Civic, Professional, and Similar Organizations	A
91-99	Classifications Not Covered by NAICS	
910	Category For Number of Vending Machines	G
915	Category For Number of Game/Amusement Device	H
920	Administrative Office/Support Services Only	BB
925	Nonprofit Organizations – IRS Tax-Exempt and Donations Only [See Sec. 5-14(f)(2)]	\$25.00
940	Special Events, Short-term and Seasonal Businesses	DD
960	Delivery License - Retail or Wholesale Merchandise Delivery Within State Allowance	State max
999	Other Business - Lines of Business Not Otherwise Classified	A
999	Employees: As In Number of Employees Used in License Calculation	Y
999	Other Business - Square Feet Used for Warehousing, Large Buildings, and Other Types	K

Each business activity shall be assigned a six-digit NAICS number from subsection (a). The classification schedule in subsection (a) is based on the 2002 North American Industrial Classification System ("NAICS"). The finance department is authorized, as an aid to interpretation and construction of the classifications, to utilize and apply the standards and criteria set out in any applicable NAICS publication promulgated or recognized by any agency of the United States. In accordance with section 5 of Alabama Act No. 2006-586, references to sectors or subsectors as set out in subsection (a) or in the 2002 North American Industrial Classification System (NAICS) shall mean and include references to any subsequently published North American Industrial Classification System.

In the event a person who is required to purchase a license is engaged in an activity with a NAICS number that does not correspond to all six (6) digits delineated in subsection (a), then the following procedures shall be followed:

- (1) The proper classification for the activity in which the person is engaged in shall be identified, as provided by NAICS.
- (2) The first three (3) digits of the NAICS classification that best describes the activity shall be used to identify a classification in subsection (a) that has the same first three (3) NAICS digits, and the person shall then be

assigned to the NAICS classification in subsection (a) with the nearest last three (3) digits, provided the nearest NAICS number adequately describes the licensed activity.

(3) In the event the person cannot be classified using this procedure, then the person shall be assigned the license classification 999, unclassified.

Sec. 5-18. - License fee schedules.

There are hereby established the following schedules of payments for licenses for those exhibitions, trades, businesses, vocations, occupations and professions.

The Gross Receipts shall be used in calculating the License fee where the Business is a sole proprietorship, partnership, LLC, corporation, or other legal entity. The License shall cover all members, partners, owners, professional employees, and other employees of the Business and all sales at retail or retail sales as defined. Each professional or person who is an independent contractor or contract employee, and not a member, partner, owner, or employee of the Business, shall be required to buy a separate Business License.

For purposes of the payment schedules as applied to any person in the business of manufacturing, the term "gross receipts" shall mean and include "the value of goods produced or manufactured." The "value of goods produced or manufactured" shall be measured by the gross receipt when the goods are ultimately sold, regardless of when or where the sale occurs.

Where the amount of the license is based on gross receipts, in the absence of any other specific provision, the receipts referred to are those of such business for the year next preceding the current license year. If such business did not operate the entire next preceding year, then the license tax shall be estimated and marked to be adjusted as provided in subsection 5-3(c). This will be repeated until the business has operated a full next preceding (twelve-month) calendar year. Unless otherwise provided, all licenses will be based on actual annual gross receipts generated, and shall be calculated in accordance with the payment schedule indicated as follows:

Schedule A - General rate.

Base Fee	Plus, Percentage of Gross Receipts as follows*:			
	\$100,000.00 to \$50,000,000.00	\$50,000,001.00 to \$150,000,000.00	\$150,000,001.00 to \$650,000,000.00	\$650,000,001.00+
\$100.00	0.1 percent	0.02 percent	0.01 percent	0.005 percent

*For the 2026 license year, the maximum gross receipts utilized for the determination of any business license on Schedule A shall not exceed \$15,000,000. For the 2027 license year, the maximum gross receipts utilized for the determination of any business license on Schedule A shall not exceed \$30,000,000. For the 2028 license year, and each license year thereafter, all gross receipts shall be utilized for the determination of any business license on Schedule A.

Schedule B - Flat rate licenses.

\$50.00 each person

Schedule C - Flat rate licenses.

\$100.00 each person

Schedule D – Personal Services

Base Fee	Plus, Percentage of Gross Receipts
\$250.00	0.1 percent of Gross Receipts over \$100,000.00+

Schedule E - Secondary markets and other nondepository credit intermediation

Base Fee	Plus, Percentage of Gross Receipts
\$500.00	0.1 percent of Gross Receipts over \$100,000.00+

Schedule F - Electric, gas, and water/sewer systems

3 percent of gross receipts

Schedule G - Vending machines.

Base Fee	Additional Fee	Notes
\$100.00 first machine	\$25.00 per additional machine	This item is intended to be an addition to the primary business license of the applicant

Schedule H - Amusement devices.

Base Fee	Additional Fee	Notes
\$100.00 first machine	\$25.00 per additional device	This item is intended to be an addition to the primary business license of the applicant

* Billiard rooms, restaurants, and bars that have pool tables are required to be licensed by a county probate judge and carry a Pool Room Operator Bond.

Schedule I - Cable service

Five (5) percent (or maximum allowed) of gross receipts for all service in the city. Paid is due quarterly by the 20th day of the month following the end of each calendar quarter.

Schedule J - Reserved

Schedule K - Warehouse, manufacturing, wholesale, distribution; bulk and direct mail advertising.

Base Fee	Plus, the Greater of:				
	Square Footage	Or Percentage of Gross Receipts as follows*:			
	Sq. ft. of floor space in City	\$100,000.00 to \$50,000,000.00	\$50,000,001.00 to \$150,000,000.00	\$150,000,001.00 to \$650,000,000.00	\$650,000,001.00+
\$250.00	\$0.10 per sq. ft. over 25,000.	0.1 percent	0.02 percent	0.01 percent	0.005 percent

* For the 2026 license year, the maximum gross receipts utilized for the determination of any business license on Schedule K shall not exceed \$15,000,000.00. For the 2027 license year, the maximum gross receipts utilized for the determination of any business license on Schedule K shall not exceed \$30,000,000.00. For the 2028 license year, and each license year thereafter, all gross receipts shall be utilized for the determination of any business license on Schedule K.

Schedule L - Hospitals/nursing homes.

Base Fee	Plus, Percentage of Gross Receipts
\$300.00	0.1 percent of Gross Receipts over \$100,000.00+

Schedule M - Professional, scientific, and technical services.

Base Fee	Plus, Percentage of Gross Receipts
\$200.00	0.1 percent of Gross Receipts over \$100,000.00+

The gross receipts shall be used in calculating the license fee where the business is a sole proprietorship, partnership, LLC, corporation, or other legal entity. The license shall cover all members, partners, owners, professional employees and other employees of the business.

Each professional or person who is an independent contractor or contract employee, and not a member, partner, owner, or employee of the business, shall be required to buy a separate business license.

Schedule N - Residential property rates.

Base Fee	Additional Fee	Notes
\$100.00 per property	0.25 percent of all gross receipts	Apartments, Condominiums, Multifamily Dwellings, Mobile Homes, Manufactured Homes, Modular Homes, Residential Rental Homes, Short-Term Rentals, et al.

Schedule O - Contractors.

Contractor - \$250.00. Must provide a copy of current certification from appropriate State of Alabama board for the type of business activity (Licensing Board for General Contractors or Home Builders Licensure Board).

In addition to the contractor license, a separate gross receipts license may be required if the contractor operates a retail or wholesale operation, manufactures or fabricates an item, or is a licensed or authorized distributor, agent or supplier for a product or material. If the contractor has a physical location within the city Limits of Pelham, a gross receipts license will be required in addition to the flat fee license.

Schedule P - Subcontractors.

Subcontractor - \$150.00. Must provide a copy of current certification if certification is required by any State of Alabama board or agency.

In addition to the subcontractor license, a separate gross receipts license may be required if the subcontractor operates a retail or wholesale operation, manufactures or fabricates an item, or is a licensed or authorized distributor, agent or supplier for a product or material. If the subcontractor has a physical location within the city Limits of Pelham, a gross receipts license will be required in addition to the flat fee license.

Schedule Q - Taxi cabs and limousines.

Base Fee	Additional Fee	Plus, Percentage of Gross Receipts as follows:
\$100.00	\$50.00 per unit	0.1 percent of Gross Receipts over \$100,000.00+

See Pelham Code of Ordinances, sections 15-40 through 15-45.

Schedule R - Billboard and display.

\$500.00 each face

Schedule S - Carnival and fairs

- \$1,500.00 per week (seven days or less)

Schedule T - Wholesale gasoline distributor

Base Fee	Plus, Percentage of Gross Receipts
\$250.00	0.1 percent of Gross Receipts over \$100,000.00+

If the business makes sales other than wholesale gasoline in the City of Pelham a separate license must be obtained for that line of business.

In addition to any license fee required under this article, the sale of gasoline shall be subject to the provisions of article X of chapter 5 of the City of Pelham Code. A sworn statement and payment of \$.02 per gallon is to be made by the 20th of the month following the month in which the sales or deliveries are made.

Schedule U – Direct life, health, and medical insurance carriers

Insurance company (other than fire and marine) - \$20.00 plus \$1.00 of each \$100.00 and major fraction thereof of gross premiums, less return premiums, on policies issued during the preceding year to citizens of the city, provided that in case such company shall not have conducted business for the full period of said preceding year, it shall pay \$20.00 plus that amount which bears the same relationship to the gross premiums, less return premiums, on policies issued during the said preceding year as 365 bears to the number of days during which business was conducted in such preceding year. Companies commencing business after the first of the current license year shall pay \$20.00 plus \$1.00 each \$100.00 and major fraction thereof of gross premiums, less return premiums, on policies issued during the said current year to the citizens of the city. Such new companies shall pay a flat minimum license of \$20.00 at the time of commencement of business upon which there shall be an adjustment at the end of the year, upon the basis herein provided for new companies.

Schedule V - Direct insurance (except life, health, and medical) carriers

Insurance company (fire and marine) - \$4.00 on each \$100.00 of gross premiums, less return premiums, on policies issued during the preceding year on property located in the city, provided that in case such company shall not have conducted business in the city for the full period of said preceding year, it shall pay that amount which bears the same relationship to the gross premiums, less return premiums, on policies issued during the said preceding year on property located in the city as 365 bears to the number of days during which business was conducted in such preceding year. Companies commencing business after the first of the current license year shall pay a flat minimum license of \$5.00 upon which there shall be an adjustment at the end of the year, upon the basis herein provided for new companies.

Schedule W - Beer, wine and liquor

ABC Board Description	Amount	Licensing Notes
(010) Lounge Retail Liquor	\$500.00	Requires lounge license plus alcohol license. Monthly tax of 5% of gross purchases from State ABC Board due by 20th day.
(011) Package Store	\$500.00	
(020) Restaurant Retail Liquor	\$500.00	Requires restaurant plus alcohol license. Monthly tax of 5% of gross purchases from State ABC Board due by 20th day.
(040) Retail Beer (On and Off Premises Consumption)	\$75.00	
(050) Retail Beer (Off Premises Only)	\$75.00	
(060) Retail Table Wine (On and Off Premises Consumption)	\$75.00	
(070) Retail Table Wine (Off Premises Only)	\$75.00	
(080) Liquor (Wholesaler / Importer)	\$500.00	
(090) Beer (Wholesaler)	\$275.00	

ABC Board Description	Amount	Licensing Notes
(100) Wine (Wholesaler)	\$275.00	
(110) Beer and Wine (Wholesaler)	\$375.00	
(120) Alcoholic Beverage (Warehouse)	\$200.00	
(130) Additional Warehouse (Wine, Beer or Both)	\$100.00	
(140) Special Events Retail License (Limit 7 Days)	\$150.00	Requires event license plus alcohol license. Monthly tax of 5% of gross purchases from State ABC Board due by 20th day.
(150) Special Retail License (Valid 30 Days or Less)	\$250.00	Requires event license plus alcohol license. Monthly tax of 5% of gross purchases from State ABC Board due by 20th day.
(160) Special Retail License (Valid 30 Days or More)	\$500.00	Requires event license plus alcohol license. Monthly tax of 5% of gross purchases from State ABC Board due by 20th day.
(200) Manufacturer	\$500.00	
(210) Importer (Wine, Beer, or Both)	\$250.00	
(220) Brewpub	\$500.00	
(990) Tobacco Permit	\$150.00	

In addition, an amount equal to five percent of the total gross purchase amount of all liquors is to be paid monthly. A sworn statement and payment of the five percent liquor tax on all purchases is to be made by the 20th of the month following the month in which the purchases are made.

If a taxpayer fails to file any return required to be filed with the city on or before the date prescribed therefor, there shall be assessed as a penalty the greater of ten percent of the tax due or \$50.00. Such penalty shall be assessed and collected as part of the tax.

If a taxpayer fails to pay the amount of tax due to the city on or before the date prescribed therefor, there shall be added a failure to timely pay penalty of ten (10) percent of the unpaid tax amount. Such penalty shall be assessed and collected as part of the tax.

The licensee must provide a copy of the current Alabama Alcoholic Beverage Control Board License.

Gross receipts from the sale of alcohol must be included in the gross receipts license for the store, restaurant, lounge, etc. and are also subject to the 5% sales tax.

Schedule X - Banks/savings and loans.

	Each Main Office	Each Branch Location	Each ATM Location
Bank	\$125.00	\$10.00	\$10.00
Savings and Loan	\$125.00	\$10.00	\$10.00

Schedule Y - Employees

Where personnel are from 1 to 2 people..... \$100.00
Where personnel are from 3 to 5 people..... \$250.00
Where personnel are from 6 to 10 people..... \$400.00
Where personnel are from 11 to 20 people..... \$550.00
Where personnel are from 21 to 50 people..... \$700.00
Where personnel are from 51 to 75 people..... \$850.00
Where personnel are from 76 to 100 people..... \$1,000.00
Personnel over 100 to be \$1,000.00 + \$50.00 per person over 100.

Schedule Z - Reserved

Sec. 5-19. - Additional regulations for particular license classifications.

In addition to all other laws, ordinances, rules, and regulations, the following provisions shall apply to the specific classifications of section 5-18 as indicated:

Schedule AA - Solicitor/peddler/itinerant

\$500.00. Each person engaging in or carrying on business of any nature, offering tickets for entertainment or merchandise for sale, soliciting orders or making deliveries of any merchandise, rendering or selling service of any kind, taking orders for merchandise to be subsequently delivered by any agency or means, or accepting payment on orders for merchandise to be delivered subsequently by an agency or means, any or all of which transactions are done in or from the city but not maintaining a place of business in the city, shall pay an annual license fee in the amount of \$500.00.

This subsection shall not apply to a person paying a city license for engaging in a business of like character as that of any of those provided for in the other subsections.

(1) A solicitor, within the meaning of subsections (1) through (4) of this category, is defined as any person who, by using the telephone or going from house to house and from place to place in the city, sells or takes orders for, or offers to sell or take orders for tickets, goods, wares, merchandise, newspapers or services to be performed in the future, or for making, manufacturing or repairing of any article or thing whatsoever for future delivery.

(2) It shall be unlawful for any person to act as a solicitor without first paying for and taking out a license as prescribed herein, where such a license is applicable. It shall be unlawful for any person to engage in house-to-house solicitation as described herein between the hours of 6:00 p.m. and 8:00 a.m.

(3) Any person desiring a license to engage as a solicitor within the city shall:

(a) Be identified by the police department and shall divulge at the police department such information as may be required in an application furnished for such purpose, and where there is no record of the applicant's identity, shall submit to photographing and fingerprinting for identification.

(b) On such applicant's furnishing to the city revenue official evidence that such person has complied with (a) above, the revenue official shall issue a license authorizing the solicitation within the city upon payment of the solicitor's license as prescribed above.

(4) All orders taken by licensed solicitors shall be in writing, in duplicate, stating the terms thereof and the amount paid in advance, and one copy shall be given to the purchaser.

Schedule BB - Administrative office/support services

Each person, firm or corporation who maintains an office within the City of Pelham primarily for the support of business operations, which office received no gross receipts in the normal course of business at that location, shall pay an annual license fee of \$200.00.

This license shall not include any business for which a license is specifically required by any other Schedule of this Code. This license shall include only businesses that maintain at least one branch location other than this administrative office. It shall not include a business using the City of Pelham location to warehouse or store inventory. It shall not include building contractors maintaining offices in the City of Pelham.

No person, firm or corporation shall be licensed under this schedule to avoid paying a license on gross receipts from sales or services required by any other schedule of this ordinance.

Schedule CC - Substance and/or drug abuse treatment facility, psychiatric facility.

Base Fee	Plus, Percentage of Gross Receipts
\$300.00	0.1 percent of Gross Receipts over \$100,000.00+

This license shall not be required of the office of a licensed practicing physician, psychiatrist, or psychologist who provides counseling, treatment, or evaluation for any substance, drug, or alcohol abuse or chemical dependency or any psychiatric, psychological, emotional, or behavioral problem or disorder as part of the general professional practice of such physician, psychiatrist, or psychologist, provided the practice does not provide overnight housing in conjunction with such services.

See the zoning ordinance for detailed use restrictions that may apply to these types of facilities.

Schedule DD – Special event, short-term and seasonal businesses

(1) Definitions.

Short-Term and Seasonal Businesses. Any temporary business not intending to establish a permanent location, wherein retail sales of food, beverages, crafts, services, and/or goods occur for three consecutive days or less. A temporary business must provide written permission for the event, including the dates, and signed by the property owner.

Special Event. An occasion, held upon the issuance of a permit by the city, intended to attract an audience, whether held on public or private property, and including events with admission fees or free public entry. Examples include festivals, animal shows, contests, races, entertainment, art, antiques, craft, coin, or trade shows, or other similar events, that occur for three consecutive days or less.

Special Event Sponsor. Promoter or other person, group of persons, association, partnership, firm, corporation or otherwise responsible party organizing a convention, show, or sale which convention, show or sale includes five (5) or more transient and local vendors or exhibitors, who offers to any vendor, directly or indirectly, sales areas within a multiple-vendor area location for the purpose of using such area during the term of the special event license for the purpose of selling, bartering, exchanging, trading, or displaying goods or services. Sponsors shall be subject to a license tax as stipulated in this chapter.

Special Event Vendor. An entity offering food, beverages, crafts, services, or goods for sale at a Special Event. Each vendor is responsible for remitting applicable sales taxes and is subject to the license tax set forth in this chapter.

(2) Standards and requirements for operation.

a. This temporary license applies to special events conducted in venues designed for lease or rental and capable of accommodating the number of attendees, vendors, parking, traffic, utilities, and public safety requirements associated with such events, or short-term and seasonal businesses.

b. No special event, short-term, or seasonal business may operate without the appropriate business license and payment of all applicable taxes. Any person found guilty of violating any of the provisions of this section shall be fined in an amount not less than fifty dollars (\$50.00) and not more than five hundred dollars (\$500.00) and may also be sentenced to imprisonment for a period not exceeding six (6) months, in the discretion of the court trying the case, and violations on separate days shall each constitute a separate offense.

c. Refer to the City of Pelham Code of Ordinances for applicable zoning regulations and permit requirements. All mobile food units must pass the City of Pelham's annual inspection and comply with additional requirements under Schedule FF.

d. The following is hereby declared to be the schedule of temporary license fees:

Base Fee	Additional Fee	Notes
Per Event - Sponsor	\$150.00	Amounts Due Under Schedule H
Per Event - Vendor/Business	\$25.00	Amounts Due Under Schedule H

*The issuance fee does not apply to a temporary license.

Each special event must have a designated sponsor who shall complete a Special Event Sponsor application and obtain a sponsor license. Sponsors are responsible for ensuring event compliance with all municipal requirements. In addition to the license application, the sponsor must submit a list of participating vendors, including each

vendor's name, address, business phone number, email and a general description of goods/services offered to the City of Pelham finance department. The application and vendor listing must be submitted at least 14 days prior to the first day of the event. It is the responsibility of the Sponsor to notify each vendor of its obligations under the city's Business License and Sales Tax Ordinances.

Where the designated sponsor is the city, City-affiliated entity (City of Pelham Parks and Recreation, Ballantrae Golf Club, Pelham Racquet Club, Pelham Civic Complex and Ice Arena), or Pelham City Schools, no special event permit or sponsor license shall be required. However, sponsors shall still submit a list of participating vendors with the above requirements to the finance department. Vendors are still subject to vendor/business licensing requirements.

Any event that is held on the grounds of city property but sponsored by an outside entity shall still be subject to the full licensing provisions of this section.

Each vendor/business must submit a license application and obtain a temporary license. Any business participating in more than four (4) temporary events in a calendar year must obtain an annual direct sales or other appropriate business license. Temporary licenses paid in the same calendar year will be credited to the cost of the annual license. Vendors with a valid City of Pelham business license for the current year are exempt from the temporary license fee. All vendors must remit sales tax returns. Vendors without a permanent city location must report and remit sales tax to the city within seven (7) days following the event. Vendors with a permanent location in the city may report event sales in their regular monthly returns. All vendor applications must be received and paid 72 hours prior to the first day of the event.

e. Exceptions. The mayor shall, at his discretion, be authorized to issue a business license exemption to any vendor for an organized civic event, festival, celebration, nonprofit event or any other event where it is deemed as being in the public interest in order to exempt the vendors from business license fees so long as the designated sponsor is the city, city-affiliated entity or Pelham City Schools; however, such an exemption of the license requirement does not constitute a waiver of the responsibility for all vendors to collect and timely remit any and all sales taxes associated with the sale of goods, as well as inspection of food preparation facilities by the City of Pelham fire marshal and the Shelby County Health Department.

Schedule EE - Reserved

Schedule FF – Mobile food units

Base Fee	Additional Fee	Plus, Percentage of Gross Receipts as follows:
\$100.00	\$50.00 per unit	0.1 percent of Gross Receipts over \$100,000.00+

The following standards and a definition for the operation of mobile food units within the City of Pelham are established as follows:

(1) Definitions.

Food. Any type of edible substance meant to be eaten by any living creature, including, but not limited to, natural persons, dogs, cats, etc.

Mobile Food Unit. A self-contained vehicle, trailer or pushcart that serves prepared food or prepares and serves food in various locations of the city.

(2) Standards and requirements for operation.

a. All mobile food unit operators shall obtain an annual business license issued by the City of Pelham finance department prior to commencing any food sales in the city. Said license shall be assigned to the NAICS code 7223 and shall be subject to Schedule FF. If the commissary is located in the City of Pelham, a license shall be provided for both the mobile food unit as well as the commissary from which the food is obtained.

b. Business licenses shall be issued for the period beginning January 1 and ending December 31 of each year. This license shall be posted in a visible location on the mobile food unit at all times while in operation. In order to

obtain said license, operators shall submit copies of all required and current health department approvals for both commissary and each mobile food unit. Applicants shall be responsible for having each unit inspected and approved by the city fire marshal prior to issuance of a business license.

c. All mobile food units must be located off public rights-of-way.

d. Mobile food units shall only be located and operated in areas and/or districts zoned nonresidential unless they are temporarily operated for specific events held at a church that is located on a parcel zoned for residential use. Licensed food trucks are allowed in R-1, R-2, R-G, PR-1 and PR-2 Residential zones with approval of the homeowners' association. Non-HOA neighborhoods shall obtain approval from local churches or the City of Pelham Parks and Recreation Department for permission to host a food truck in church parking lots or City mini parks. Food trucks must be located in common areas and off of public right-of-way. All other regulations in this section do apply.

e. Mobile food unit operators shall have the approval of the business owner(s) for each location at which the mobile food unit operates. This approval shall be in writing, signed by the business owner(s) and must be made available for inspection upon the request of any City official at any time during the operation of the mobile food unit.

f. No mobile food unit shall be allowed to operate in excess of three consecutive days in any one location, unless they have the mayor's written approval to operate at one location for an extended period of time related to special events lasting more than three days. If an exception request is denied by the mayor, the applicant has the right to appeal to the city council. During the time of non-operation, the mobile food unit and all associated vehicles, including any tables, chairs, umbrellas, etc., must be removed from the premises.

g. Hours of operation for all mobile food units shall be limited to 6:00 a.m. until the business at the location is closed, but no later than 11:00 p.m. local time, unless they have the mayor's written approval to operate for extended hours related to special events. If an exception request is denied by the mayor, the applicant has the right to appeal to the city council.

h. No mobile food unit shall operate on more than two individual sites within the city per day.

i. No more than one mobile food unit shall operate on the same site per day unless the mayor provides written approval for an exception to this related to specially approved festivals, celebrations, etc. If an exception request is denied by the mayor, the applicant has the right to appeal to the city council.

j. Mobile food units shall not be located within 200 feet of the main entrance of the nearest restaurant during the restaurant's posted hours of operation.

k. Mobile food units shall be located a minimum of 25 feet away from any fire hydrant, sidewalk, utility boxes, accessible ramps and/or building entrances.

l. Mobile food unit operators are responsible for the proper disposal of waste and trash associated with the operation. Operators shall remove all waste and trash every 24 hours to maintain the health and safety of the public and to prevent any adverse odors. City trash receptacles shall not be used for this purpose.

m. All associated equipment, including trash receptacles, must be located within three feet of the mobile food unit.

n. No fire lanes, vehicular access ways or pedestrian walkways may be obstructed or encroached upon by the mobile food unit.

o. No amplified microphones or bull horns, no flashing lights or any other distraction shall be permitted as a part of the mobile food unit operation. Any variance to this requirement must have written approval from the mayor. If an exception request is denied by the mayor, the applicant has the right to appeal to the city council.

p. Mobile food units shall not occupy parking spaces required to fulfill the minimum requirements of a principal use, unless they have the written approval of the zoning official or the hours of operation of the principal use do not coincide with those of the mobile food unit.

q. Signage is limited to signage located on the mobile food unit. No portable signage is allowed.

r. While in operation, a food truck may have only one table accompanied by a reasonable number of chairs to accommodate that single table. Additional seating arrangements are not permitted.

s. A food truck must be parked on a solid, stable surface such as concrete or asphalt at all times. Parking on grass, gravel, or other non-solid surfaces is only permitted if a special event permit has been obtained.

(3) Penalties. Any person violating any provision of this schedule FF may be issued a citation by the Pelham police department or issued a summons and shall be required to appear in the Pelham municipal court. Upon conviction, any person shall be subject to any fines and other applicable court costs which may be assessed by the Pelham municipal court.

(4) Exceptions. The mayor shall, at his discretion, be authorized to issue a business license exemption to any mobile food unit that is operating in an organized civic event, festival, celebration, nonprofit event or any other event where it is deemed as being in the public interest in order to exempt the operator of the mobile food unit from business license fees; however, all operators are still responsible for the collection and timely remittance of sales taxes associated with the sale of said inventory, as well as inspection of food preparation facilities by the City of Pelham fire marshal and the Shelby County Health Department.

No person, firm or corporation shall be licensed under this schedule to avoid paying a license on gross receipts from sales or services required by any other schedule of this ordinance.

ORDINANCE NO. 527

AN ORDINANCE GRANTING A NON-EXCLUSIVE RIGHT-OF-WAY USE AGREEMENT TO UNITI FIBER GULFCO LLC FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A FIBER-BASED COMMUNICATIONS SYSTEM WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF PELHAM, ALABAMA

WHEREAS, Uniti Fiber GulfCo LLC, a Delaware limited liability company, whose address is 107 St. Francis Street, Suite 1800, Mobile, Alabama 36602 (hereinafter referred to as the "Company"), has requested the use of certain public rights-of-way within the City of Pelham for the purpose of constructing and maintaining a fiber-based communications system; and

WHEREAS, the City of Pelham is authorized under applicable law to grant such non-exclusive use of its public rights-of-way through a franchise agreement; and

WHEREAS, the City Council of the City of Pelham finds it to be in the public interest to accommodate the Company's request and to grant a non-exclusive franchise for such use, subject to the terms and conditions set forth in a Franchise Agreement negotiated between the parties.

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

Section 1. The City Council of the City of Pelham hereby approves and authorizes the execution of that certain Franchise Agreement between the City of Pelham and Uniti Fiber GulfCo LLC, attached hereto, and incorporated herein by reference as if fully set forth.

Section 2. The Mayor, on behalf of the City, is hereby authorized and directed to execute said Franchise Agreement and the City Clerk/Treasurer is authorized to attest the same and to take such other actions as may be necessary to implement the provisions of this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

Councilmember _____ moved that all rules which would prevent the immediate consideration of Ordinance No. 527 be suspended and immediate consideration given. The motion was seconded by Councilmember _____ and passed unanimously by roll call vote. The vote on said motion to suspend the rule was as follows:

Maurice Mercer, Council President	_____
David Coram, Council Member	_____
Chad Leverett, Council Member	_____
Rick Wash, Council Member	_____
Michael Harris, Jr., Council Member	_____

THEREUPON _____, a councilmember moved and _____, a councilmember seconded the motion that Ordinance No. 527 be given vote. The roll call vote on said motion was recorded as follows:

Maurice Mercer, Council President	_____
David Coram, Council Member	_____
Chad Leverett, Council Member	_____
Rick Wash, Council Member	_____
Michael Harris, Jr., Council Member	_____

Ordinance No. 527 passed by a unanimous vote of those members of the Council present and the Council President declared the same passed.

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ADOPTED this the 6th day of October 2025.

Maurice Mercer, Council President

David Coram, Council Member

Chad Leverett, Council Member

Rick Wash, Council Member

Michael Harris, Jr., Council Member

[SEAL]

ATTEST

APPROVED

Jonathan Seale, CMC, City Clerk/Treasurer

Gary W. Waters, Mayor Date

POSTING AFFIDAVIT

I, the undersigned qualified City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing **ORDINANCE NO. 527** 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 6th day of October 2025 and duly published by posting an exact copy thereof on the 7th day of October 2025 at four public places within the City of Pelham, including the Mayor's Office at City Hall, Park & Recreation Center, Library, Pelham Water Works and www.pelhamalabama.gov. I further certify that said ordinance is on file in the office of the City Clerk/Treasurer and a copy of the full ordinance may be obtained from the office of the City Clerk/Treasurer during normal business hours.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]

**AN AGREEMENT GRANTING A NON-EXCLUSIVE RIGHT-OF-WAY USE
AGREEMENT TO
UNITI FIBER GULFCO LLC
FOR THE PURPOSE OF CONSTRUCTING
AND MAINTAINING A FIBER-BASED COMMUNICATIONS SYSTEM
WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY WITHIN THE
CITY OF PELHAM, ALABAMA**

WHEREAS, Uniti Fiber GulfCo LLC, a Delaware limited liability company (hereinafter referred to as the “the Company”), desires to construct a fiber-based communications system within certain public rights-of-way within the City of Pelham, Alabama; and

WHEREAS, the Company agrees and recognizes that it is required to obtain consent in the form of a right-of-way use agreement from the City of Pelham in order to construct the proposed fiber-based communications system within the corporate limits of the City of Pelham; and

WHEREAS, the City Council wishes to accommodate the Company’s request and grant a right-of-way use agreement for the construction of the proposed fiber-based communications system in accordance with the terms and conditions contained herein.

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

The City Council of the City of Pelham does hereby grant to Uniti Fiber GulfCo LLC, a Delaware limited liability company, a non-exclusive right-of-way use agreement granting the limited authority to construct a fiber-based communications system in the City of Pelham in and along certain rights-of-way outlined in the Franchise Agreement below, subject to the terms and conditions set forth in said agreement:

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT effective as of _____, 2025
by and between the **CITY of PELHAM, ALABAMA**, a municipal corporation, (hereinafter referred to as the “City”) and

Uniti Fiber GulfCo LLC, a Delaware limited liability company,

whose address is:

107 St. Francis Street, Suite 1800, Mobile, Alabama 36602

(hereinafter referred to as the “Franchisee”).

WHEREAS the City has and reserves the right to exercise control over the highways, streets, alleys, rights of way, easements and public places and to require City's consent prior to using such highways, streets, alleys and public places; and

WHEREAS State law, confers to the City certain rights and requirements for franchises and permission to use the public ways of City; and

WHEREAS the Franchisee has requested from City a franchise to use the streets and public ways of the City to conduct business as a communications services provider; and

WHEREAS the City and the Franchisee have negotiated this Franchise Agreement which is mutually agreeable to both parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound thereby, the City and Franchisee enter into this Franchise Agreement and agree as follows:

SECTION 1. GRANT OF NON-EXCLUSIVE FRANCHISE. A non-exclusive franchise is hereby granted to Franchisee, subject to the City's receipt of monetary compensation, to construct, maintain and operate in, over, under, across and through the public rights-of-way of the City of Pelham, Alabama, a fiber-based communications system within the City of Pelham and any future additions thereto, the duration of such franchise to be a period of five (5) years, to commence on the ____ day of _____ 20____. The grant of this non-exclusive franchise is for the use by the Franchisee for the purpose of providing telecommunication and communications services, including dark fiber, within the City of Pelham as a "competitive access provider" which directly connects customers within the franchise area with other businesses, local area networks, a local exchange carrier and interexchange carriers and for such other services, including local exchange and enhanced services, as may be authorized by the Alabama Public Service Commission or federal law, other than cable services as defined below. Franchisee shall not provide services directly regulated by the Alabama Public Service

Commission (PSC) unless authorized by the PSC. Franchisee is permitted to operate a telecommunications system as defined by the Telecommunications Act of 1996. Franchisee shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 (47 USCA §521 et seq., as amended) without first having obtained a separate cable franchise with the City.

The Franchisee shall have the option to renew this Agreement for three (3) successive terms of five (5) years each by giving written notice to the City sixty (60) days before the expiration of the current term on the same terms and conditions set forth herein, provided that Franchisee shall have performed according to the terms hereof, and, further provided that statutory authority shall exist for the City of Pelham to renew this franchise. New terms and conditions may be required by either party for renewal if the telecommunications and broadband technology and rights-of-way laws change after the date of this franchise ordinance and cause substantial effects on service types, availability, character of service, system technology or the regulatory environment. New terms and conditions may also be required by either party for renewal to clarify the intent of this franchise or to update the terms and conditions to reflect terms and conditions applicable to other franchises for similar services that are established after the date of this agreement.

When used herein, the term "facilities" shall mean all or any part of a network of fiber optic cables and all related property, including but not limited to, conduit, carrier pipe, fiber optic cables, poles, handholes, manholes, repeaters, power sources, and other attachments and appurtenances necessary for the fiber-based communications system and located within the City's rights of way. For the purposes of this Agreement, the term "facilities" excludes "microcell" facilities, "minor facilities," "small cell facilities," and "macro cell" facilities, including towers and new base stations and other similar facilities used solely for the provision of "personal wireless services".

SECTION 2. GENERAL TERMS. Franchisee, for the duration of this franchise and for the purposes hereinabove expressed, shall have the privilege to construct, operate and maintain facilities and

to make any and all necessary excavations therefore, in, over, under, across and through all or any of the portions of the streets, alleys, avenues or public ways of the City of Pelham as may be specifically approved in writing by the City Engineering Department, to utilize defined existing City owned conduit within the public rights-of-way as may be specifically approved in writing by the City Engineering Department and to utilize, with permission of the affected utility companies, their facilities within public rights-of-way for the purpose of providing a fiber-based communications system within the City of Pelham, to be exercised in such manner only, however, as to offer the least interference with the public use of said streets, alleys, avenues and public ways; and Franchisee shall be subject to and shall comply with all laws and ordinances of the City of Pelham, now and as updated in the future, and shall be further subject to and shall comply with all rules, regulations and other restrictions of the City of Pelham set forth herein.. The granting of this franchise shall not prohibit the City from granting other non-exclusive franchises or otherwise allowing or making other uses of the City's rights-of-way. The granting of this franchise shall in no way interfere with or hinder the use by the City of the rights-of-way for any purpose.

SECTION 3. SCOPE OF FRANCHISE. The franchise hereby granted shall extend to and include all portions of streets, alleys, avenues and other public ways that conform to the General Terms set forth in Section 2, above, as may be necessary to carry out the purpose of this franchise.

SECTION 4. INDEMNIFICATION. Franchisee hereby agrees to indemnify, defend and hold harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, employees and insurance carriers, individually and collectively from all losses, claims, suits, judgments, demands, expenses, subrogation, attorney's fees, costs or actions of any kind and nature resulting from personal injury to any person, including employees of Franchisee or of any contractor or subcontractor employed by Franchisee, (including bodily injury and death) or damages to any property, arising out of the acts or omissions of Franchisee, its contractors, subcontractors, officers, agents and employees while exercising any of the rights or privileges granted by this franchise. The amount

and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. The terms and provisions of this section are intended to be for the benefit of the City and Franchisee and are not intended to be for the benefit of any third party. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify the City for Claims resulting solely from gross negligent or willful acts of the City or its representatives.

SECTION 5. CITY TAKING PART IN LITIGATION. The Franchisee shall immediately notify the City of any litigation which would affect the franchise. The City shall have the right to take part, by intervention or otherwise at its option and at its sole cost, in any suit, action, or proceeding instituted by or against Franchisee in which any judgment, decree, or order can be rendered affecting the rights, powers or duties of Franchisee to do or not to do anything which, by its franchise, it is obligated or may be required to do or not to do or affecting, such as by foreclosure or lien, Franchisee's title to any facility. Franchisee shall not object to the City's exercise of such right.

SECTION 6. BOND, CERTIFICATE OF DEPOSIT OR LETTER OF CREDIT. Franchisee shall obtain and maintain, or cause to be obtained and maintained, during the entire period of initial and any subsequent construction and for two years thereafter, at its cost and expense, and file with the City Clerk a corporate surety bond, certificate(s) of deposit assigned to the City or irrevocable, unconditional letter of credit in the amount of One Hundred Thousand Dollars (\$100,000), both to guarantee the timely construction and full activation of Franchisee's system and to secure the faithful performance of Franchisee of all its obligations provided under the franchise. Failure to timely obtain, file, assign and/or maintain said bond, certificate(s) of deposit or letter of credit at all times at the required amount shall constitute a substantial violation of this Agreement. If Franchisee elects to deposit and assign for the benefit of the City a certificate(s) of deposit, any interest earned on the principal sum required shall inure to the benefit of the Franchisee and any tax liability on said interest will inure to the Franchisee.

The performance bond shall provide and certificate(s) of deposit and letter of credit shall be subject to the following conditions:

(1) There shall be recoverable by the City, jointly and severally from the principal and surety, or from the certificate(s) of deposit or letter of credit, any and all fines and penalties due to the City and any and all damages, losses, costs, and expenses suffered, incurred by or resulting from failure of Franchisee to: faithfully comply with the provisions of the franchise; comply with all applicable orders, permits and directives of any City agency or body having jurisdiction over its acts or defaults; pay any claims, liens or taxes due to the City which arises from or by reason of the construction, operation, maintenance or repair of the communications system.

(2) The total amount of the bond, certificate(s) of deposit or letter of credit shall be forfeited in favor of the City in the event:

- (a) Franchisee abandons its system at any time during the term of the franchise or extension thereof or ceases operation of the system for a period in excess of six (6) months; and/or
- (b) Franchisee assigns the franchise without the express written consent of the City, if such consent is required by the terms of this franchise, which consent shall not be unreasonably withheld.

The performance bond, certificate(s) of deposit or letter of credit required herein shall be in a form satisfactory to the City Attorney. The surety bond, certificate(s) of deposit or letter of credit shall at all times be maintained at the amount and levels as required in this section and shall be a continuing obligation for the duration of the franchise and any renewal thereof and thereafter until the Franchisee has liquidated all of its obligations with the City that may have arisen by reason of the construction, operation or maintenance of the system or breach or termination of the franchise. If the bond, certificate(s) of deposit or letter of credit is drawn-

down for any reason, the bond, certificate(s) of deposit or letter of credit shall be renewed to the amounts required by the city.

The City shall notify the Franchisee in writing and allow Franchisee thirty (30) days to cure, unless such time to cure is extended by the City Attorney, before calling the surety bond or drawing upon the certificate of deposit or letter of credit.

SECTION 7. INSURANCE REQUIREMENTS. On the effective date of this Agreement, Franchisee shall file with the City a certificate of insurance and thereafter continually maintain in full force and effect at all times for the full term of the franchise and any renewal thereof, at the expense of Franchisee, a commercial general liability insurance policy, including coverage for explosion, collapse and underground, written by a company authorized to do business in the State of Alabama with a rating of at least B+, protecting the City against liability for claims of bodily injury and property damage occasioned by the installation, removal, maintenance or operation of the communications system by Franchisee in the following amounts:

- (1) One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damage.
- (2) One Million Dollars (\$1,000,000) general aggregate.

Franchisee shall also file with the City Clerk a certificate of insurance for a commercial automobile liability insurance policy written by a company authorized to do business in the State of Alabama with a rating of at least B+, covering all owned, non-owned, hired and leased vehicles operated by Franchisee, with a combined single limit of One Million Dollars (\$1,000,000) each accident for bodily injury and property damage.

Franchisee shall also maintain, and by its acceptance of any franchise granted hereunder, specifically agrees that it will continually maintain throughout the term of the franchise and any renewal thereof, workers compensation in compliance with the statutory requirements of the state(s) of operation and

employers liability with a limit of Five Hundred Thousand Dollars (\$500,000) each accident/disease/policy limit.

The commercial general liability and commercial automobile liability insurance required pursuant to this section shall include the City of Pelham and its officers, employees, board members and elected officials as additional insureds as their interests may appear under this Agreement and shall be kept in full force and effect by Franchisee during the existence of the franchise and until after the removal of all poles, wires, cables, underground conduits, manholes and any other conductors and fixtures installed by Franchisee incident to the maintenance and operation of the communications system as defined in this Agreement provided however, that any fiber optic cable and associated conduits, manholes, poles, wires, cables and other facilities which are provided to the City as part of this agreement shall not be removed without the written consent of the City. Failure to obtain and maintain continuously the required insurance shall constitute a substantial violation of this agreement. Upon receipt of notice from its insurer(s) Franchisee shall use commercially reasonable efforts to provide the City thirty (30) days prior written notice of cancellation of any coverage required herein.

Franchisee agrees to indemnify, keep and hold free and harmless the City from all liability and costs, including attorney's fees and court costs, pertaining thereto and arising out of or resulting from Franchisee's use and occupancy of the premises and the operations conducted thereon, and by its acceptance of the franchise, Franchisee agrees that it will pay all damages and penalties which the City may be legally required to pay as a result of the franchise. Franchisee further agrees that should any of its facilities installed pursuant to this franchise be damaged or destroyed or the network be disrupted or damaged by the City, its agents, employees, contractors or subcontractors, the Franchisee shall repair or replace such facilities at its own expense and shall waive any right, claim or action for damages or other available remedies which it may have against the City, its agents, employees, contractors or subcontractors. The foregoing sentence shall not extend to intentional, willful, grossly negligent or

malicious damage to Franchisee property by City employees. The City will endeavor to use its best efforts to avoid damage to Franchisee's facilities, provided that Franchisee participates in Alabama Line Locators and has correctly identified the location of its facilities.

During construction or maintenance, if Franchisee or its employees damage to or break in any lines, cables, ducts, conduit or other facilities located in the City's rights-of-way, notice shall be given immediately to the affected party and to the City and Franchisee shall be solely responsible for cost of timely repairs.

SECTION 8. NON-ASSIGNMENT.

(a) The rights granted by this franchise or any interest therein shall not be assigned or transferred to any other unrelated entity without the express written consent of the Mayor and Council. A written copy of any such proposed assignment must be filed with the City. Any required consent is to be evidenced by an ordinance or resolution of the Council that fully recites the terms and conditions, if any, upon which consent is given. No sale or transfer of the Agreement, as allowed hereunder, shall be effective unless and until the vendee or assignee has filed in the office of the City Clerk an instrument, duly executed, reciting the fact of such sale or assignment, accepting the terms of this Agreement and agreeing to perform all the conditions thereof, and the City has approved said transfer, which approval shall not be unreasonably withheld. The City shall take action on such request for approval of transfer within sixty (60) days of filing of all information required by this section. This section shall not apply in connection with execution of secured financing agreements made by the Franchisee.

A copy of the completed sales or transfer agreement, or a functionally equivalent instrument between the Franchisee and proposed Franchisee, shall be provided on a confidential basis to the City Attorney for review, so that the City may discover the assumption of obligations by the Franchisee and proposed Franchisee with respect to the fiber-based communications system.

After receipt of the petition for proposed transfer or assignment, the City Council may, as it deems necessary or appropriate, schedule a public hearing on the petition. Further, the City Council may review Franchisee's performance under the terms and conditions of this franchise. The Franchisee shall provide all requested assistance to the City Council in connection with any such inquiry and, as appropriate, shall secure the cooperation and assistance of all persons involved in said action.

Should the Franchisee sell, assign, transfer, convey or otherwise dispose of any of its rights or interests under this franchise or attempt to do so in violation of this requirement to obtain prior consent, the City may revoke this franchise for default and the purported sale, transfer, assignment or conveyance shall be null and void. For purposes of clarity, Franchisee may assign, transfer or convey any of its rights or interest under this franchise without consent or approval of the City to any affiliated company, provided, however that Franchisee shall remain liable for the full performance of duties and obligations pursuant to this Franchise Agreement

(b) Franchisee will not lease any part of its fiber optics system pursuant to this franchise to any other unrelated company for providing cable television services to subscribers or customers within the City unless the lessee holds a valid cable television franchise with the City.

(c) In the event of a change in majority control of Franchisee, the system or the franchise granted herein that occurs after the effective date of the franchise, by act of Franchisee, by act of any person holding control of the Franchisee, the network or the franchise granted herein, by operation of law, or otherwise, Franchisee shall provide reasonable notice to the City. The requirements of this section shall also apply whenever any change in partial ownership is proposed which would result in a change of majority ownership or control of Franchisee, the system, the franchise granted herein or of any person holding control of Franchisee or in the system or in the franchise, and any other event which could result in a change in majority ownership or control of Franchisee, regardless of the manner in which such

ownership or control is evidenced (e.g., stock, bonds, debt instruments or other indicia of ownership or control).

SECTION 9. LOCATION AND CONSTRUCTION OF FACILITIES.

(a) Facilities maintained or installed by Franchisee within the City shall be so located and constructed as not to:

- (1) Interfere with usual travel (automotive and/or pedestrian) within the public rights-of-way;
- (2) Interfere with the rights or reasonable convenience of property owners who adjoin such public rights-of-way;
- (3) Interfere with access to or use of any water or fire hydrant;
- (4) Obscure the vision of or interfere with the installation of any traffic control device or traffic or information sign or signal;
- (5) Interfere with sight distance established by any ordinance or law;
- (6) Obscure the light from any street light;
- (7) Cross any water or sewer line except at a ninety degree (90°) angle, except in accordance with a specific permit for such crossing issued by the City;
- (8) Damage irrigation, landscaping or trees owned or maintained by the City;
- (9) Damage any communications lines owned or maintained by the City.
- (10) Interfere with the ability of the City to improve, expand and/or maintain its infrastructure including, but not limited to streets, sidewalks, water, sewer, and storm drainage structures.

(b) Placement of facilities in the paved sidewalk area is prohibited unless authorized by the City.

(c) The City shall have authority to require Franchisee to remove or relocate any facility located or maintained in violation of this section at Franchisee's sole expense. Such relocation or removal shall be completed with thirty (30) days of written notice from the City. In the event that thirty (30) days is not sufficient, Franchisee may in writing request an additional thirty (30) days to accomplish the relocation. The notice shall prescribe the area where the facility is located and any other special conditions deemed necessary by the City.

(d) Map of Network. Upon request, the Franchisee shall provide to the City's GIS representative per instructions from the City its fiber optics location data in conformance with data definition standards defined by the City GIS staff. The fiber optics location data layer shall be incorporated into the GIS data dictionary and any appropriate Franchisee documentation. The City shall provide GIS data to serve as the base for the fiber optics location data, if available. The City shall provide to the Franchisee existing data in a format agreed to by the City. Specific data layers that make up the base shall be defined in discussions with the Franchisee. At a minimum, the fiber optics location data layer shall represent the conduit duct banks, as well as overall size, material and configuration of the duct bank or any other underground burial and location of all aerial wiring. The fiber optics location data shall be returned to the City on the same type medium and format as previously identified.

After construction of new network facilities or extensions of existing network facilities, as a separate requirement, the Franchisee shall develop as built drawings and maps in a format as requested by the City and be provided to the City in that format.

SECTION 10. WORK IN PUBLIC RIGHT-OF-WAY: RESTORATION OF DAMAGED AREAS.

(a) All work shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Franchisee in strict conformity with the laws and regulations of the City in effect at the time of such excavation or other work. Franchisee shall obtain any required permits in accordance with City code. In the event such requirements and specifications conflict in

any respect with the legal requirements of any federal, state or municipal law or regulation, such legal requirements shall govern on all points of conflict, but in all other respects, the City's requirements and specifications shall apply.

(b) In emergencies involving service outages, Franchisee shall proceed with all necessary operations without first obtaining the permit, but shall obtain the required permit at its earliest opportunity.

(c) Immediately upon completion of repairs or installation of any facility, Franchisee shall refill and compact any trench or excavation to the standards required by the City and, if applicable, the State of Alabama Department of Transportation's "Standard Specifications of Roads and Structures." Franchisee shall promptly restore or replace any pavement, sidewalk, curb, gutter, grass, landscaping material or other materials or structure damaged in the course of its work at Franchisee's sole expense to the function, appearance, and condition in which it previously existed or better, to the City's reasonable satisfaction.

(d) In any case where a public right-of-way is being excavated, disturbed or encumbered by Franchisee, Franchisee shall take all precautions required by law, in particular, the Manual on Uniform Traffic Control Devices, or otherwise necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to give notice and warning to the public of the existence of actual conditions present. Nothing in this paragraph shall alter or waive any rights enjoyed by Franchisee or any other party under Alabama's underground damage prevention law (Ala. Code Title 37, Section 37-15-1, -11).

SECTION 11. ACQUISITION OF RIGHT-OF-WAY. In acquiring or widening public rights-of-way, the City shall determine the minimum right-of-way necessary to accommodate paved streets, pedestrian walkways, landscaping, traffic signals, drainage, water and sewer lines and other governmental

facilities. The City shall not, however, be compelled to acquire any additional right-of-way to accommodate the needs of the Franchisee.

SECTION 12. RELOCATION OF FACILITIES. The use herein allowed is subject to the needs and requirements of the City in the operation of its right-of-way and in the improvement and use of its property. Franchisee shall relocate at no expense (direct or indirect) to the City any facilities installed or maintained in, on or under any right-of-way, as may be necessary to facilitate any public purpose whenever directed to do so by City. Franchisee shall, within ninety (90) days of written notice from the City complete the relocation. Nothing in this Agreement is intended to eliminate or waive any right Franchisee may have to reimbursement from other entities other than the City under applicable law or the terms of any public funding grant for a project, provided that such reimbursement does not result directly or indirectly in a cost to the City.

If Franchisee believes it will be unable to complete the relocation within ninety (90) days from receipt of notice from the City, Franchisee shall explain the reasons for its inability in detail and City and Franchisee shall attempt to agree on an alternate schedule, subject, however, it is the City's right to finally determine the schedule, as long as its decision is not unreasonable.

SECTION 13. TREES. Trimming of the trees and shrubbery within the public right-of-way to prevent contact with Franchisee's facilities shall be done only in accordance with standards approved by the City Engineer.

SECTION 14. CONSTRUCTION STAFFING. During the franchise term, Franchisee shall have sufficient full-time supervisors on staff solely to supervise construction plans and the construction practices of subcontractors. The Franchisee shall provide the means for immediate notification and communication by the City with the supervisor in the field by means of a pager, cellular phone or other similar means of communication during all phases of construction. All construction work or any other

work performed by Franchisee, its employees, agents, its duly licensed contractors and sub-contractors shall be in compliance with the plans and specifications approved by the City, and shall be subject to all applicable ordinances, rules and regulations, including licensing and permitting, as well as any licensing and permitting fees charged to all persons and businesses for construction and street opening.

SECTION 15. FRANCHISE NOT A JOINT VENTURE. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in the manner which would indicate any such relationship with the other.

SECTION 16. FRANCHISEE FEE; CONDITIONS.

(a) As consideration for this franchise, the Franchisee shall pay to the City an amount equal to five percent (5%) of the gross revenue, as defined herein.

(b) In consideration of the agreement of the Franchisee to make such franchise payments, the City agrees that no additional business license fee shall be imposed upon or required of the Franchisee by the City during the term of this franchise. This provision shall not exempt the property of the Franchisee from lawful ad valorem taxes and local improvement district assessments. This provision shall also not exempt the Franchisee from conditions, exactions, fees and charges, which are generally applicable during Franchisee's real property development or use as required by the City's ordinances. This provision shall also not exempt the Franchisee's contractors from obtaining appropriate business license(s) and paying all applicable fees associated with said business license(s).

(c) Commencing the month following the month this franchise becomes effective, the franchise fee shall be paid quarterly on the 20th day of April, July, October and January; such fee shall be for gross revenues received by the Franchisee for the preceding quarter. The Franchisee shall furnish to the City with each payment of compensation required by this section a written statement, showing the amount of gross revenue of the Franchisee within the City for the period covered

by the payment. Such statement will be accorded confidential treatment to the extent permitted by law. Upon receipt of such payment the City shall issue a receipt to the Franchisee. Nothing herein shall preclude the Franchisee and the City from agreeing to a revised payment schedule.

(d) On or before the first (1st) day of March of each succeeding year, the Franchisee shall submit to the City, a statement of the franchise fee actually due to the City based upon the actual gross revenue for the previous calendar year, together with a check for any amount due from the Franchisee or a statement for any amount due from the City. Such statement will be accorded confidential treatment to the extent permitted by law.

(e) Acceptance by the City of any payment due under this section shall not be deemed to be a waiver by the City of any breach of this franchise occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due, or from collecting any balance due to the City.

(f) As used in this section, gross revenue shall mean all revenues (exclusive of sales tax) collected by Franchisee from the provision of telecommunications services pursuant to this franchise within the corporate limits of the City, including, but not limited to:

- (1) All revenues from installation service charges,
- (2) All revenues from connection or disconnection fees,
- (3) All revenues from penalties or charges to customers for checks returned from banks, net of bank costs paid, and penalties, interest or charges for late payment,
- (4) All revenues from equipment sold or rented to customer upon customer premises,
- (5) All revenues from authorized rental of conduit space located within the corporate limits of the City,

- (6) All revenues from authorized rentals of any portion of the Franchisee's network within city's rights-of-way, including plant, facilities, or capacity leased to others.
- (7) All recoveries of bad debts previously written off and revenues from the sale or assignment of bad debts. Unrecovered bad debts charged off after diligent, unsuccessful efforts to collect are excludable from gross revenue, and
- (8) The value of any free services provided by Franchisee except (1) those free services required under this agreement; (2) services provided as a credit against non-recurring charges imposed on Franchisee's customers by a local exchange carrier for converting circuits to Franchisee.

Notwithstanding the foregoing, gross revenue *does not include*: (i) Any tax of general applicability imposed upon the Franchisee; (ii) any regulatory fees or surcharges collected from customers as well as amounts reflecting cost-recovery of regulatory fees and surcharges (iii) those revenues that the Franchisee receives from another telecommunications service provider and upon which the other telecommunications service provider has paid or will pay a franchise fee; (iv) pass through revenues which are in turn paid to a local exchange carrier for interconnection for long distance service; and (v) revenues that the Franchisee receives from its corporate parent, subsidiary, or affiliate.

Payment of money under this section shall in no way limit or inhibit any of the privileges or rights of the City of Pelham, whether under this franchise or otherwise. Nothing in this section is intended to alter, amend modify or expand the taxes and fees that may lawfully be assessed on Franchisee's business activities under this franchise under applicable law. Except as provided elsewhere in this franchise, all payments made by franchisee to the City pursuant to this franchise shall be made to the Director of Finance. Nothing in this Agreement shall be construed to prevent Franchisee from passing through some or all of the franchise fee to its customers.

Any transactions which have the effect of circumventing payment of required franchise fees and/or evasion of payment of franchise fees by non-collection or non-reporting of gross receipts, bartering, or any other means which evade the actual collection of revenues for business pursued by Franchisee are prohibited and shall constitute a default of this agreement.

If as a result of such audit or any other review, the City determines that the Franchisee has underpaid its fees by ten percent (10%) or more for any twelve (12) month period, then in addition to making full payment of the relevant obligation, the Franchisee shall reimburse the City for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants.

The City may collect the costs associated with such audit or review either through the draw-down of the security required in Section 6, or through other means as allowed by law.

If as a result of such audit or other review, the City determines that the Franchisee has underpaid its fees for any twelve (12) month period, the Franchisee shall pay interest on such underpayment at the rate of ten percent (10%) interest or prime plus two percent (2%), whichever is greater. The underpayment and interest thereon may be collected by the City through the drawdown of the security required in Section 6, or through other means as allowed by law.

SECTION 17. ACCOUNTS AND OTHER RECORDS AND REPORTS AND INVESTIGATIONS.

(a) Franchisee shall keep the City fully informed as to all matters in connection with or affecting the construction, reconstruction, removal, maintenance, operation and repair of Franchisee's network, Franchisee's accounting methods and procedures in connection therewith, and the recording and reporting by Franchisee of all revenues and uncollectibles.

(b) Franchisee shall keep complete and accurate books of account and records of its business and operations pursuant to this franchise agreement for a rolling period of seven (7) years in accordance with generally accepted accounting principles, subject to approval by the City.

(c) Franchisee shall provide the City with access at reasonable times and for reasonable purposes, to examine, audit, review, and/or obtain copies of the papers, books, accounts, documents, maps, plans and other records of Franchisee pertaining to this franchise. Franchisee shall fully cooperate in making available its records and otherwise assisting in these activities.

(d) The City may, at any time, make inquiries pertaining to Franchisee's operation of its network within the City of Pelham. Franchisee shall respond to such inquiries on a timely basis.

SECTION 18. NATURE OF FRANCHISE FEE PAYMENTS.

(a) Nothing in this Section is intended to alter, amend, modify or expand the taxes and/or fees that may lawfully be assessed on Franchisee's business activities under this franchise pursuant to applicable law.

(b) The payment of a franchise fee by the Franchisee in no way limits the right of the City to charge fees for any permits the Franchisee is required to obtain for any construction project.

SECTION 19. FORFEITURE AND TERMINATION.

(a) In addition to all other rights and powers of the City, the City reserves the right to forfeit and terminate this franchise and all rights and privileges of the Franchisee in the event of a material or substantial breach of its terms and conditions including, but not limited to, the following:

- (1) The appointment of a receiver or trustee in bankruptcy to take over and conduct the business of the Franchisee;
- (2) A failure to begin construction of the fiber optics system within twelve (12) months of the effective date of this franchise;

- (3) A failure to provide insurance, bonds, certificates of deposit or letters of credit as required herein;
- (4) A failure to pay the required franchise fee or provide to the City as required herein;
- (5) Permitting the use of its fiber optics system or facilities in any manner that would avoid or seek to avoid the need for a franchise with the City for the business of another person; or
- (6) A failure to operate the fiber optics system for a period of six (6) consecutive months.

(b) The Franchisee shall not be excused by mere economic hardship, nor by nonfeasance or malfeasance of its directors, officers, agents, subcontractors or employees.

(c) The City shall notify the Franchisee in writing of any breach specifying the nature of the breach. The Franchisee shall have thirty (30) days after the date of such notice to come back into compliance unless such period is extended by the City. Should the Franchisee fail or refuse to comply with the notice given by the City, the City may consider the franchise in default and pursue remedies as it determines. If the remedy elected by the City is to forfeit and terminate this franchise, the Franchisee may request an appeal of such decision to the Council of the City of Pelham which appeal must be filed in writing with the City Clerk no later than ten (10) days after the date of written notice of forfeiture and termination to the Franchisee. The Council shall set a public hearing on such appeal within thirty days after notice of appeal is received.

SECTION 20. REMEDIES AND PENALTIES NOT EXCLUSIVE. All remedies and penalties under this franchise are cumulative and not exclusive, and the recovery or enforcement by one available remedy or imposition of any penalty is not a bar to recovery or enforcement by any other such remedy or imposition of any other penalty. The City reserves the right to enforce the penalty

provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon the Franchisee by or pursuant to this franchise. A specific waiver of a particular breach of any term, condition or obligation imposed upon the Franchisee by or pursuant to this franchise shall not be a waiver of any other or subsequent or future breach of the same or any other term, condition or obligation, or a waiver of the term, condition or obligation itself.

For any period of performance or cure under this Agreement, the time period within which Franchisee is to perform or cure, as the case may be, shall be extended, without liability to Franchisee, for at least as long as Franchisee's ability to perform or cure is delayed for reasons beyond Franchisee's control provided that Franchisee shall employ all commercially reasonable efforts to eliminate or mitigate the impact of said reasons and to thereafter reasonably accelerate, where feasible, its performance or cure.

Prior to taking any adverse action against Franchisee or this franchise, City shall provide Franchisee with such notice and due process, including a reasonable period of time to cure, as is required by applicable law, but in all cases no less than reasonable notice and opportunity to cure.

SECTION 21. CONTINUING OBLIGATION. In the event the Franchisee continues to operate all or any part of the network after the terms of this franchise agreement expire or are terminated, and before any renewal of the franchise by the City, then the Franchisee shall continue to comply with all applicable provisions of this franchise, including, without limitation, all compensation and other payment provisions of this franchise, throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of this franchise.

SECTION 22. LIMITATION ON PRIVILEGES. All rights, authority and grants herein contained or conferred are also conditioned upon the understanding and agreement that these

privileges in the rights-of-way and other public ways of the City are not to operate in any way so as to be an enhancement of the franchise's properties or values or to be an asset or item of ownership in any appraisal thereof.

SECTION 23. CONFIDENTIALITY.

To the fullest extent permissible under applicable law, the City shall protect from disclosure any confidential, proprietary information, including maps, submitted to or made available by the Franchisee to the City under this Agreement, provided that the Franchisee notifies the City of, and clearly labels, the information which the Franchisee deems to be confidential, proprietary information as such. Such confidential, proprietary information shall include, but not be limited to any customer names and lists, financial information, technical information or maps regarding placement of equipment with the exception of any map(s) attached to the Agreement, or other information clearly identified as "Confidential" pertaining to services provided to its customers. Confidential, proprietary information disclosed by Franchisee to the City shall be regarded as confidential, proprietary as to third parties. If the City receives a request to disclose such information, the City shall notify Franchisee of such request and allow Franchisee a reasonable opportunity to defend its information from disclosure. It is understood that the City is an Alabama Municipal Corporation and subject to public records disclosure rights, duties and obligations established the by Alabama Code. All parties understand that the City must and will comply with appropriate open records and public writings requests

SECTION 24. CAPTIONS. The captions given to various provisions of this franchise are for purposes of convenience only and are to have no impact upon the interpretation of any such provisions.

SECTION 25. ENTIRE AGREEMENT. This franchise, with its exhibits, comprises the entire agreement between the City and the Franchisee for purposes of this franchise and supersedes

any prior agreements or understandings between the parties with respect to the subject matter hereof.

SECTION 26. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES.

Franchisee shall, at all times during the term of its franchise, be subject to the present ordinances, resolutions, rules, regulations, and laws of the City of Pelham and of the State of Alabama, and to the provisions of any further ordinance, resolution, rule, regulation, or law of the City or of the State of Alabama, so far as they may be applicable.

SECTION 27. ALABAMA LAW GOVERNS. In any controversy or dispute under this franchise, the laws and jurisdiction of the State of Alabama shall apply to the extent such law has not been superseded or preempted.

SECTION 28. NOTICE. Any notice required or permitted under this franchise shall be deemed given if sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the City:

City of Pelham, Alabama
Attn: City Manager
Post Office Box 1419
Pelham, AL 35124

To the Franchisee:

Uniti Fiber GulfCo LLC
c/o Kelly A. McGriff,
Vice President and Dep. Gen. Counsel
107 St. Francis Street, Suite 1800
Mobile, Alabama

or such other address as may be designated in the future in writing by either party.

SECTION 29. EFFECTIVE DATE AND PUBLICATION. After the execution hereof, this franchise, or a synopsis thereof, shall be published once in a weekly newspaper published in

Shelby County, Alabama at Franchisee's expense, and shall not take effect until such publication or thirty (30) days after the Ordinance authorizing this franchise, whichever is later.

SECTION 30. MODIFICATION. This franchise, including all documents specifically incorporated herein, cannot be changed orally but only by an agreement in writing properly executed by the parties.

SECTION 31. SEVERABILITY. Should any part, term or provision of this franchise be held invalid or unenforceable by any court of competent jurisdiction, such part, term, or provision shall be deemed a separate, distinct and independent provision and such holding shall not invalidate or render unenforceable any other provision of this franchise.

SECTION 32. RIGHT TO NOTICE AND CURE. Other provisions herein to the contrary notwithstanding, prior to exercising its right to terminate or revoke this Agreement as provided herein, the City shall first give written notice to Franchisee setting out the circumstance or basis on which the City has the right to terminate or revoke this Agreement, and the Franchisee shall have a period of thirty (30) days after the receipt of the notice within which to cure, correct, or resolve the circumstance or basis, and if the Franchisee is successful in the cure, correction, or resolution thereof, then the City shall not exercise its right to terminate or revoke this Agreement. If the Franchisee has commenced the cure, correction or resolution within thirty (30) days after its receipt of notice, but additional time is necessary to the completion thereof, then Franchisee shall have an additional thirty (30) days or such addition time upon which the parties can agree, not to be unreasonably withheld by either party, to accomplish the cure, correction, or resolution.

SECTION 33. RESERVATION OF RIGHTS The City, through the granting and approving of this Agreement, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now, or which may be hereafter, vested in the City under the Constitution and the statutes of the State of Alabama to regulate the use of its rights-of-way by

the Franchisee or any person or to charge reasonable compensation for such use, and the Franchisee by its acceptance of this right-of-way use agreement and Agreement, agrees that all lawful powers and rights, regulatory power, police power or otherwise, that may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. The Franchisee is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce ordinances necessary for the safety and welfare of the public and agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such powers. Any conflict between the provisions of the Agreement and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

It is hereby reserved to Franchisee every right and privilege available to Franchisee under applicable law, and Franchisee by its execution of this Agreement, shall not be deemed in any way to waive, relinquish, release or abrogate any of its lawful rights and privileges; provided, however, that notwithstanding the foregoing, Franchisee acknowledges and agrees that the terms and conditions of this franchise are a binding obligation of Franchisee, and its successors and assigns for the term hereof. IN WITNESS WHEREOF, the parties have executed this franchise as of the __ day of _____, 2025.

CITY OF PELHAM, a municipal corporation

By: _____
Its: Mayor

ATTEST

City Clerk

UNITI FIBER GULFCO LLC

(Franchisee)

By: Kelly A. McGriff
Its: Vice President and Dep. General Counsel

Witness

EXHIBIT 1

(Build-Out Plan)