



CITY COUNCIL MEETING AGENDA

Pelham City Hall – Council Chambers

April 23, 2026 – 5:30 p.m.

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

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

- A. Call to Order
- B. Invocation
- C. Pledge of Allegiance
- D. Record of Attendance
- E. Consent Agenda

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

1. Approval of the April 23, 2026 City Council Agenda
2. Approval of the April 9, 2026 Regular Council Meeting Minutes
3. **Resolution 2026-04-23-01** for consideration to approve a final change order for the Greenway Trail Phase IV Surfacing Project. This project was completed under budget.
4. **Resolution 2026-04-23-02** for consideration to authorize an agreement with Gresham Smith to provide on-call traffic engineering and signal operation services including signal maintenance, repairs, upgrades, optimization, and timing improvements. This project was budgeted for FY2026.
5. **Resolution 2026-04-23-03** for consideration to repeal and replace Resolution 2021-02-15-05, which established the City of Pelham Water Bill Adjustment Policy
6. **Resolution 2026-04-23-04** for consideration to grant exclusive wall space at the Pelham Civic Complex to the Pelham B.E.A.T.

7. **Resolution 2026-04-23-05** for consideration to authorize an FY2026 budget amendment to fund certain capital projects
 8. **Ordinance No. 529** to declare an empty panel space on City-owned signage located at the corner of U.S. Highway 31 and Amphitheater Road as surplus real property (**First Reading was on April 9, 2026**)
- F. Mayor's Report/Comments
- G. Proclamation(s) and Resolution(s) by the Mayor and Others
1. Proclaiming April 2026 as National Child Abuse Prevention Month in Pelham, Alabama
- H. Report by the City Manager
1. Department Report – Pelham Police
 2. Retiree Recognition – Pelham Police Lt. Steve Johnson
- I. Report by the City Attorney
- J. Public Hearing(s)
1. To consider the condemnation of substantially damaged buildings located along Chandalar Court in Pelham, Alabama.
 2. To consider the revocation of a business license for property located at 1902 Highway 31 South currently operating as Siegel Select Birmingham II.
- 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 2026-04-23-06** for consideration of an ABC License Application 140 – Special Events Retail – for applicant Margarita Grill LLC operating under the trade name Margarita Grill Cinco de Mayo 2026 located at 234 Cahaba Valley Road, Pelham, AL 35124
- N. Public Comments

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

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

O. City Council Comments

P. Public Announcements

1. A special called work session of the Pelham City Council will be held on Tuesday, May 5, 2026 at 5:30 p.m. in the Council Chambers of Pelham City Hall for the purpose of holding interviews for the Pelham Board of Education, Place No. 3.
2. A public hearing will be held on Thursday, May 7, 2026 at 5:30 p.m. in the Council Chambers of Pelham City Hall to consider whether the City of Pelham will assume ownership and maintenance of privately owned sewer lift stations located in the Holland Lakes Subdivision, with costs to be paid by special assessment of property owners in said Subdivision.
3. The spring shred and electronic recycling event hosted by Secure Shredding & Recycling and the City of Pelham is scheduled for Saturday, May 16, 2026 from 9:00 a.m. until 12:00 Noon. It will take place in front of City Hall, 3162 Pelham Parkway. Additional details about shredding and electronic recycling are available on the City's website, pelhamalabama.gov.

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
April 9, 2026 – 5:30 p.m.**

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

Date: April 9, 2026
Time: 5:30 p.m.
Place: Pelham City Hall – City Council Chambers
Present: President of the Council Chad Leverett
Councilmember Michelle Power
Councilmember Christine Townes
Councilmember Markus Hal Snowden
Councilmember Michael Harris
Mayor Rick Wash

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

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.

AGENDA ADDITION(S)

Councilmember Townes made a motion to add Resolution 2026-04-09-09 and Resolution 2026-04-09-10 to the April 9, 2026 city council meeting agenda. Councilmember Harris seconded the motion.

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

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 April 9, 2026 City Council Agenda
2. Approval of the March 19, 2026 Regular Council Meeting Minutes and the March 30, 2026 Special Council Meeting Minutes
3. **Resolution 2026-04-09-01** for consideration to declare certain item(s) (vehicle) owned by the City of Pelham as surplus personal property and to authorize the disposal of the same
4. **Resolution 2026-04-09-02** for consideration to authorize an agreement to participate as the title sponsor in the WBRC 2026 Summer Staycation advertising campaign. This expense was budgeted for FY2026.

5. **Resolution 2026-04-09-03** for consideration to repeal and replace Resolution 2025-12-15-01 which authorized non-exclusive parking in the City of Pelham Entertainment District
6. **Resolution 2026-04-09-04** for consideration to authorize a grant funding agreement with the Shelby County Commission to benefit the Pelham Senior Center

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

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

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

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

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

PUBLIC HEARING(S) - None

MAYOR'S REPORT/COMMENTS - None

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

1. Proclaiming April 2026 as National Donate Life Month in Pelham, Alabama

Mayor Wash presented the Proclamation to Betsy Brown representing Legacy of Hope.

REPORT BY THE CITY MANAGER

City Manager Gretchen DiFante made the following comments:

- City Manager Gretchen DiFante provided an update on Senate Bill 304, noting it has now passed both the House and Senate despite strong opposition from this City and other municipalities. She expressed appreciation to Finance Director Jamie Wagner and Tax Accountant Phil Brashier for identifying the issue early and bringing it to City leadership. She commended Assistant City Manager Justin Smith, City Clerk/Treasurer Jonathan Seale, Acting Communications Manager Gina Womack, and City Attorney Josh Arnold for their efforts. She also thanked Mayor Wash and Mrs. Wagner for traveling to Montgomery to speak in opposition to the bill.

Ms. DiFante emphasized that municipalities have limited tools to generate and control revenue, and maintaining local control over those sources is essential to balancing the City's budget each year. She noted the City has historically had no cap on abatements, maintains some of the lowest water rates in the county, and had been behind in adjusting business license rates until recent updates were made. She expressed concern the State's action represents an intrusion into an area traditionally governed at the local level.

She concluded by thanking the city council for being proactive, for supporting City staff, and for standing united in opposition to the bill over the past several weeks.

1. The Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA)

City Manager Gretchen DiFante noted the importance of the accreditation process the Pelham Police Department is currently going through and applauded Chief Ed Deimore for his leadership in bringing CALEA to the City of Pelham.

Chief Delmore noted the accreditation process can be long and arduous. He stated many police agencies across the country have good processes and procedures but few of them can prove to an outside, objective agency, how they adhere to those processes and procedures. He introduced Pelham Police Officer Elizabeth Lamar who is serving as the point person for the Police Department throughout the accreditation process. Chief Delmore introduced Vince Dauro with CALEA who addressed the city council.

Mr. Dauro stated CALEA accreditation represents a nationally and internationally recognized benchmark for professionalism in law enforcement, emphasizing accountability, transparency, and continuous improvement. The process requires agencies to adopt clear, constitutionally sound policies and to regularly evaluate and update their operations based on current best practices. This not only strengthens internal management through better training, equipment standards, and decision-making but also enhances public trust by fostering openness and community engagement. Importantly, accreditation helps reduce liability by ensuring agencies can demonstrate that their actions are consistent, well-documented, and justified. With fewer than 5% of agencies nationwide achieving accreditation, those that do stand out as leaders in public safety, delivering higher-quality service while committing to long-term organizational growth and excellence.

REPORT BY THE CITY ATTORNEY – None

REQUEST(S) TO ADDRESS THE COUNCIL – None

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

NEW BUSINESS / RESOLUTIONS / ORDINANCES / ORDERS and OTHER BUSINESS

1. **Resolution 2026-04-09-05** for consideration to enter into a professional services agreement with Sumter Local Government Consulting for employment search services was introduced by Council President Leverett.

City Manager Gretchen DiFante reported the Communications Director position was posted in October and received over 60 qualified applicants; however, the City did not identify a candidate with the desired combination of skills and experience. She has since met with Sumter Local Government Consulting, a firm with more than 25 years of experience in local government recruitment. The firm will conduct a regional search across the southeastern United States and provides a one-year guarantee to repeat the recruitment process, if necessary, if the selected candidate leaves for any reason within the first year of employment. The cost of the service is \$21,000.00 plus travel expenses, which can be covered within the existing salary budget and is considered budget neutral.

Councilmember Townes made a motion to adopt Resolution 2026-04-09-05. Councilmember Snowden seconded the motion.

There being no further discussion, the motion to adopt Resolution 2026-04-09-05 passed by a unanimous voice vote of those members present and the President of the Council declared the same passed and adopted.

2. **Resolution 2026-04-09-06** for consideration of an ABC License Application 011 – Lounge Retail Liquor – Class II (Package) and 990 – Tobacco Only for applicant DEV GOAPL 1 INC., operating under the trade name Liquor Spot located at 2969 Pelham Parkway Suite A, Pelham, Alabama 35124 was introduced by Council President Leverett.

Kim Oswalt, representing applicant Dhaval Patel addressed the city council.

Councilmember Harris made a motion to approve and adopt Resolution 2026-04-09-06. Councilmember Townes seconded the motion.

There being no further discussion, the motion to approve and adopt Resolution 2026-04-09-06 passed by a majority voice vote of those members present, with Council President Leverett dissenting, and the President of the Council declared the same passed and adopted.

3. **Resolution 2026-04-09-07** for consideration of an ABC License Application 020 – Restaurant Retail Liquor – for applicant PWW Pelham LLC, operating under the trade name Hooters of Pelham located at 400 Cahaba Valley Road, Pelham, Alabama 35124 was introduced by Council President Leverett.

Austin Green, General Manager of the Pelham Hooters, addressed the city council on behalf of the applicant.

Councilmember Townes made a motion to approve and adopt Resolution 2026-04-09-07. Councilmember Harris seconded the motion.

There being no further discussion, the motion to approve and adopt Resolution 2026-04-09-07 passed by a unanimous voice vote of those members present and the President of the Council declared the same passed and adopted.

4. **Resolution 2026-04-09-08** for consideration of an ABC License Application 010 – Lounge Retail Liquor – Class I – for applicant The Old Hog LLC, operating under the trade name The Old Place located at 112 Bowling Lane, Pelham, Alabama 35124 was introduced by Council President Leverett.

Owner and applicant Ian Johnson addressed the city council.

Councilmember Harris made a motion to approve and adopt Resolution 2026-04-09-08. Councilmember Snowden seconded the motion.

There being no further discussion, the motion to approve and adopt Resolution 2026-04-09-08 passed by a unanimous voice vote of those members present and the President of the Council declared the same passed and adopted.

5. **Resolution 2026-04-09-09** for consideration to authorize a professional services agreement with Duke Ventures, LLC for technical consulting services including the review, revision, and implementation of certain procedures for the Pelham Police Department was introduced by Council President Leverett.

City Manager Gretchen DiFante noted this agreement is continuing to build on the accreditation process by looking at all areas of the Pelham Police Department and seeing what needs there might be, if any.

Councilmember Townes made a motion to adopt Resolution 2026-04-09-09. Councilmember Snowden seconded the motion.

There being no further discussion, the motion to adopt Resolution 2026-04-09-09 passed by a unanimous voice vote of those members present and the President of the Council declared the same passed and adopted.

6. **Resolution 2026-04-09-10** for consideration to set a public hearing to consider the revocation of a business license for property located at 1902 Highway 31 South currently operated as Siegel Select Birmingham II was introduced by Council President Leverett.

Councilmember Harris made a motion to adopt Resolution 2026-04-09-10. Councilmember Power seconded the motion.

There being no further discussion, the motion to adopt Resolution 2026-04-09-10 passed by a unanimous voice vote of those members present and the President of the Council declared the same passed and adopted.

7. **Ordinance No. 529** to declare an empty panel space on City-owned signage located at the corner of U.S. Highway 31 and Amphitheater Road as surplus real property (**First Reading**)

Ordinance No. 529 was introduced and read in its entirety by Council President Leverett as a First Reading. He stated Ordinance No. 529 would likely be considered at a future city council meeting.

He stated a complete text of Ordinance No. 529 is available at Pelham City Hall and online at pelhamalabama.gov.

PUBLIC COMMENTS

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

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

There were no requests to make a public comment.

CITY COUNCIL COMMENTS

Councilmember Power thanked everyone for being at the council meeting tonight. She thanked Legacy of Hope for being here and for their mission during National Donate Life Month. She said she has a family member who was the recipient of an organ donation and they are extremely thankful. She was proud to represent the City of Pelham as Congressman Gary Palmer visited the Pelham Civic Complex & Ice Arena this week to give an update on current political activities in Washington, D.C.

Councilmember Townes thanked everyone for being in attendance at the city council meeting. She encouraged everyone to attend the America 250 celebration on Saturday, April 18, 2026 at Pelham City Park.

Council President Leverett also encouraged everyone to attend the celebration on April 18, 2026. He said thank you to Legacy of Hope for their mission. He closed by reading Proverbs 14:29.

Councilmember Snowden thanked everyone for coming out this evening to the council meeting. He said the Birmingham Bulls are in a playoff game tonight and the Alabama Fair and Fiesta also begins tonight, both at the Pelham Civic Complex & Ice Arena. He spoke to the passage of Senate Bill 304 and the negative impact it will likely have on the City. He read a portion of Matther 6:34 and encouraged everyone not to be anxious and live in the present to be able to live life to the fullest.

Councilmember Harris thanked the ABC License applicants for choosing to locate their businesses in Pelham. He said it is great to see the investments being made in the City of Pelham. He wished the Birmingham Bulls good luck in their playoff game tonight.

PUBLIC ANNOUNCEMENTS

1. The City of Pelham's America 250 celebration continues Saturday, April 18, 2026 at Pelham City Park. The day begins at 8:00 a.m. with a community 5K, followed by bounce houses, face painting, and family-friendly activities, along with a Home Run Derby featuring Pelham Fire and Police. That evening, the Midnight Run of Paul Revere begins at 10:30 p.m., with a glow station, coffee station, and music to energize the crowd.
2. A public hearing will be held on Thursday, April 23, 2026 at 5:30 p.m. in the Council Chambers of Pelham City Hall to consider the condemnation of substantially damaged buildings located along Chandalar Court in Pelham, Alabama.
3. A public hearing will be held on Thursday, May 7, 2026 at 5:30 p.m. in the Council Chambers of Pelham City Hall to consider whether the City of Pelham will assume ownership and maintenance of privately owned sewer lift stations located in the Holland Lakes Subdivision, with costs to be paid by special assessment of property owners in said Subdivision.
4. The spring shred and electronic recycling event hosted by Secure Shredding & Recycling and the City of Pelham has been rescheduled for Saturday, May 16, 2026 from 9:00 a.m. until 12:00 Noon. It will take place in front of City Hall, 3162 Pelham Parkway. Additional details about shredding and electronic recycling are available on the City's website, pelhamalabama.gov.

ADJOURNMENT

With no other business before the city council, Councilmember Snowden moved to adjourn the council meeting and Councilmember Power seconded the motion. By voice vote the motion passed unanimously by those members present and the meeting was adjourned at 6:19 p.m.

Respectfully submitted this 9th day of April 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

Chad Leverett, President of the Council

[SEAL]

RESOLUTION 2026-04-23-01

Approving Pelham Greenway Trail Phase IV Surfacing Project Summary Change Order No.1 – Final

WHEREAS, the Pelham City Council adopted Resolution 2025-10-20-09 and accepted the lowest responsive and responsible bid of \$127,831.00 from Southeastern Sealcoating, Inc. for the Pelham Greenway Trail Phase IV Surfacing Project, as recommended by the City of Pelham’s engineering consultants, Municipal Consultants Inc.

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

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council that the Council has determined it serves the public interest to accept and approve Summary Change Order No. 1 – Final in the amount of \$19,187.20 related to the project specified herein and to authorize the Mayor, on behalf of the City, to execute the related documentation with Southeastern Sealcoating, Inc. for said summary change order.

Summary Change Order Request No. 1 – Final

Original Contract Price	\$ 127,831.00
Change Order No. 1 – Final	- \$ 19,187.20
Revised Contract Price	\$ 108,643.80 (FINAL)

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-04-23-01 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 23rd day of April 2026.

Chad Leverett, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 23rd day of April 2026 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 23rd day of April 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager
FROM: Andre' Bittas, DSPW Director
DATE: April 23, 2026
RE: Greenway Trail phase VI resurfacing

Attached is the final contract change order for the Greenway Trail phase VI. The project was completed for \$19,187.20 under the contract amount for a final contract amount of \$108,643.80.

CONTRACT CHANGE ORDER

CHANGE ORDER NO: 1 – Final PROJECT: Greenway Trails Surfacing
Project No.6023002.2

Date: _____ LOCATION: Pelham, AL

To: Southeastern Sealcoating, Inc
(Contractor)

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

DESCRIPTION:

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

	<u>Change</u>
1) Bid Item #1 – Add 40 tons of Bit Wearing Surface 1/2" Max Aggregate	\$9,320.00
2) Bid Item #2 – Delete 150.08 tons of crushed stone	(\$13,507.20)
3) Bid Item #3 – Delete 100% of Owner Allowance	(\$15,000.00)

Total Amended Amount: \$(19,187.20)


ORIGINAL CONTRACT PRICE	<u>\$127,831.00</u>
Net total of previous Change Orders	<u>\$0.00</u>
Previous revised Contract Price	<u>\$127,831.00</u>
This Change Order No. <u>1 – Final</u>	<u>\$(19,187.20)</u>
Revised Contract Price this date	<u>\$108,643.80</u>

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

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

RECOMMENDED

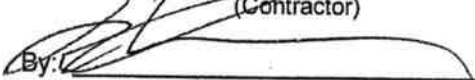
Municipal Consultants, Inc.

By: 

Chris Cousins

CONTRACTING PARTIES

Southeastern Sealcoating, Inc
(Contractor)

By: 

David Henderson

City of Pelham, Alabama
(Owner)

By: _____
Rick Wash, Mayor

RESOLUTION 2026-04-23-02

Authorizing a Professional Services Agreement with Gresham Smith for Traffic Signal Operation Services

WHEREAS, the Pelham City Council has determined it serves a public purpose for the City of Pelham to enter into a professional services agreement with Gresham Smith to provide traffic signal operation services which will include maintenance, repairs, upgrades, optimization, and timing evaluations of City-owned traffic signals.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to authorize the Mayor, on behalf of the City of Pelham, to enter into a professional services agreement with Gresham Smith for the purposes stated herein.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-04-23-02 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 23rd day of April 2026.

Chad Leverett, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 23rd day of April 2026 and that such resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 23rd day of April 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager
FROM: Andre' Bittas, DSPW Director
DATE: April 23, 2026
RE: On-Call Traffic Engineering services

Attached is the proposal from Gresham Smith to provide Citywide on-call traffic engineering and signal operation services including Traffic Signal maintenance, repairs and upgrade of traffic signals, signal optimization and timing and signal operational evaluation and improvements.

The project is budgeted in the FY26 budget.



December 29, 2025

Mike Eddington, P.E., City Engineer/Deputy Director
Development Services & Public Works
City of Pelham
3162 Pelham Pkwy
Pelham, AL 35124

Subject: On-Call Traffic Engineering Services (2026) Proposal
Pelham, AL

Dear Mr. Eddington:

Gresham Smith is pleased to submit this proposal to provide Citywide on-call traffic engineering and traffic signal operations services to the City of Pelham. We understand that the City of Pelham desires to contract services to provide as needed traffic engineering services, including coordinating and overseeing the operations and maintenance of the traffic signals within the City Limits of Pelham. Currently, there are 33 traffic signals in Pelham that are maintained by the City. Twenty (20) of these are on US-31, SR-119 between US-31 and I-65, and SR-261 at Old Montgomery Hwy that are part of ALDOT's Regional Traffic Signal Operations Program (RTOP). The other 13 signals are on SR-261, SR-119, CR-52, CR-33, Valleydale Road and Word Drive.

Project Scope

The project scope has been prepared based on conversations between the City of Pelham (City/Client) and Gresham Smith (Consultant). Gresham Smith proposes to perform following tasks as requested by the City of Pelham:

Task 1 – Traffic Signal Preventative Maintenance

1.1) ALDOT and other agencies recommend that preventative maintenance be performed on traffic signals one to two times per year. When requested by the City of Pelham, Gresham Smith can perform preventative maintenance on the City's traffic signal cabinets. This will consist of changing the air filters inside the signal cabinets, vacuuming the inside of the cabinets, treating for ants in and around the cabinets, checking for obvious defects like loose or damaged wiring, organizing

Genuine Ingenuity

2222 Arlington Avenue South
Suite 202
Birmingham, AL 35205
205.298.9200

GreshamSmith.com



the components inside the cabinet, and performing other needed light maintenance work (i.e. maintenance work not involving electrical work or special equipment).

Task 2 – Assist the City with Implementation of Projects to Repair and Upgrade of Traffic Signals

- 2.1) When requested by the City, Gresham Smith will assist the City with the development of a bid package(s) to publicly bid needed repair work or traffic signal upgrades/improvements. For these bid packages, we will use standard ALDOT traffic signal pay items and reference ALDOT standard specifications and Standard Drawings for the work. Specific details for these bid packages will be determined based on the specific traffic signal work requested by the City.
- 2.2) Gresham Smith will use the City's standard construction contract and bidding documents in preparing the bid package. The City of Pelham will handle the actual advertisement of the project for public bids.
- 2.3) Gresham Smith will answer any questions from proposed bidders and provide a response to the City for technical questions from proposed bidders for the City to issue bid Addenda.
- 2.4) Gresham Smith will attend the bid opening, review the submitted bids and make an award recommendation to the City.
- 2.5) Gresham Smith will provide construction phase support including:
 - a.) Coordinate the repairs to be completed with the City and Contractor
 - b.) Review any submittals submitted by Contractor
 - c.) Review and respond to any Contractor questions or RFIs
 - d.) Conduct site visits to confirm required repair work was completed per the Project requirements and measure and document unit cost pay item quantities for payment
 - e.) Review and recommend approval of Contractor pay requests
 - f.) Conduct miscellaneous site visits as needed to meet with Contractor and/or City, look at issues, questions or changed conditions, etc.
 - g.) Coordinate additional work identified with City
 - h.) Perform substantial completion and final inspections to confirm the work has been completed in accordance with the plans and specifications.
 - i.) Assist the City with project close-out

Task 3 – On-Call Traffic Signal Operational Evaluations and Improvements

- 3.1) When requested by the City, Gresham Smith will respond to issues or concerns regarding traffic signal timings, signal operations, congestion or other traffic signal related issues for the traffic signals that are not part of ALDOT's RTOP program



3.2) Gresham Smith will, when requested by the City, investigate complaints from citizens, City staff or leadership, other City departments, or other agencies related to traffic signals. If this issue can be addressed by adjusting signal timings, adjusting detection systems or other minor repairs, Gresham Smith will make the needed adjustments or repairs. If the issue involves more significant repair work such as replacement of bulbs, replacement of major components in the cabinet, or electrical work, Gresham Smith will notify the City so that the City’s traffic signal maintenance contractor can complete the needed repairs.

Task 4 – On-Call Traffic Engineering Services

4.1) When requested by the City, Gresham Smith can provide on-call traffic engineering services to the City. These services may include:

- Review traffic impact studies, traffic signal warrant studies, turn lane studies or other traffic related studies submitted to the City of Pelham. If requested by the City, Gresham Smith can also prepare these studies for the City.
- Review traffic signal plans for new traffic signals or modifications to existing traffic signals or prepare these plans for the City
- Collect traffic counts or other traffic data
- Safety evaluations – when requested by the City, Gresham Smith will review traffic safety concerns from the public, City staff, other City departments or other agencies, conduct site visits to observe conditions that may be contributing to the safety concerns, review crash data provided by the City, and recommend safety countermeasures to address safety concerns.

Compensation

Gresham Smith proposes to provide the on-call traffic engineering services outlined above on an hourly basis plus reimbursable expenses billed at actual cost incurred. Subconsultants such as traffic counting companies will be billed at cost plus a 10% administrative fee. If requested by the City, for work assignments where a clear scope of services is identified and deliverables are agreed to between the City and Gresham Smith, Gresham Smith can provide a lump sum fee proposal for the agreed-to scope of services.

Below is our current hourly rate schedule for this agreement. These hourly rates are valid until 12/31/2026.

Classification	Hourly Billing Rate
Principal Engineer	\$290.00
Project Manager/Senior ITS/Communications Engineer	\$285.00
Traffic Engineer 1	\$190.00
Traffic Engineer 2	\$225.00
Senior Traffic Signal Design Engineer	\$235.00
ITS Specialist/Level 2 Traffic Signal Technician	\$185.00
Roadway Design Engineer 1	\$180.00



Mr. Mike Eddington, P.E.
City of Pelham On-Call Traffic Engineering Services (2026) Proposal
December 29, 2025

Roadway Design Engineer 2	\$245.00
Engineering Technician	\$125.00
Administrative Assistant	\$135.00

We appreciate the opportunity to continue providing on-call traffic engineering services to the City of Pelham. If you have any questions or wish to make any changes to our proposed scope of services outlined above, please don't hesitate to contact me.

Sincerely,
Gresham Smith

City of Pelham

Blair Perry, P.E.
Alabama State Leader
Transportation Services

Authorized City Signature

Date

BCP

GRESHAM SMITH
Exhibit A - General Provisions

ARTICLE 1. GENERAL

These General Provisions (2 pages) are incorporated as an integral part of the letter Agreement to which they are attached between GRESHAM SMITH, a Tennessee general partnership, their officers, directors, partners, employees, and consultants, herein referred to as GRESHAM SMITH, and the CLIENT (OWNER of the Project addressed in such letter Agreement), wherein the CLIENT engages GRESHAM SMITH to provide certain architectural and/or engineering professional services on a Project.

As used herein, the term "this Agreement" refers to and includes (1) the GRESHAM SMITH proposal Letter, which becomes the Letter Agreement upon its written acceptance by the CLIENT, (2) these General Provisions and (3) any attached Exhibits, as if they were one document. In event that these General Provisions conflict with the proposal letter or exhibits, the proposal letter and its exhibits shall govern.

ARTICLE 2. SCOPE LIMITATION

The parties expressly agree that the scope of this Project is limited and does not include the preparation of professionally endorsed design documents, including signed and sealed, or construction documents.

ARTICLE 3. COMPENSATION TO GRESHAM SMITH

A. Compensation to GRESHAM SMITH for professional services described in this Agreement shall be on a Lump Sum basis and/or an Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for GRESHAM SMITH's services shall apply to all parts of a work scope where GRESHAM SMITH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments within 30 days of date of invoice based on the percentage of completion of the services.

2. An Hourly Rate method of payment for GRESHAM SMITH's services shall apply to all or parts of a work scope where GRESHAM SMITH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an hourly method of payment, GRESHAM SMITH shall be paid for the actual hours worked on the Project by its technical personnel times an hourly billing rate established for each employee. A rate schedule shall be furnished by GRESHAM SMITH to CLIENT upon request. The CLIENT shall make monthly payments within 30 days of the invoice date based on the amount of work completed.

B. In addition to the foregoing, GRESHAM SMITH shall be reimbursed charges for the following Expenses when incurred in the performance of the work: travel, lodging and subsistence; outside professional and technical services and agency fees with cost defined as the amount billed GRESHAM SMITH plus 10%; and identifiable charges for reproduction and reprographics, and delivery costs.

C. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1.5% per month. In addition, GRESHAM SMITH may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until GRESHAM SMITH has been paid in full. The CLIENT additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

ARTICLE 4. ADDITIONAL SERVICES

GRESHAM SMITH will provide additional services when requested by the CLIENT on a Lump Sum basis as mutually agreed by the CLIENT and GRESHAM SMITH or, in the absence thereof, on an hourly basis, either according to the Hourly Rate Schedule included in this Agreement or, in the absence thereof, at GRESHAM SMITH's then current standard hourly billing rates. Directed changes to services previously performed will be considered Additional Services.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon 7 days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to GRESHAM SMITH.

In the event of a reduction in scope of the Project work, GRESHAM SMITH shall be paid for the services performed and expenses incurred on the Project work thus reduced and for all completed and abandoned services, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 6. INSTRUMENTS OF SERVICE

Documents, including those in electronic form, prepared by GRESHAM SMITH are Instruments of Service. GRESHAM SMITH shall be deemed the author and owner of the respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Documents are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any reuse without verification or adaptation by GRESHAM SMITH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to GRESHAM SMITH. In this regard, the CLIENT will indemnify and hold harmless GRESHAM SMITH from any and all suits or claims of third parties arising out of such reuse, including legal expenses, which is not specifically verified, adapted or authorized by GRESHAM SMITH in writing.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit GRESHAM SMITH to perform the services required under this Agreement, the CLIENT shall provide, in proper time and sequence, the following at no expense to GRESHAM SMITH.

1. Require the landlord to provide all necessary information regarding requirements as necessary for orderly progress of the services.

2. Furnish such services, materials, record drawings, specifications or data as may be set forth in the Letter Agreement or any Exhibits attached hereto and provide access to and make all provisions for entrance upon property as required for GRESHAM SMITH to perform its services.

B. GRESHAM SMITH shall be entitled to rely on the accuracy and completeness of all information furnished by the CLIENT or landlord. If GRESHAM SMITH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, GRESHAM SMITH shall promptly notify the CLIENT.

ARTICLE 8. OPINIONS OF PROBABLE COST

Opinions of probable project cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and

GRESHAM SMITH
Exhibit A - General Provisions

considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto, are made on the basis of GRESHAM SMITH's experience and represent GRESHAM SMITH's judgment as an experienced design professional. It is recognized, however, that GRESHAM SMITH does not have control over the cost of labor, material, equipment or services furnished by others, or over market conditions or others' methods of determining prices.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

The Scope of Services under this Agreement does not include construction phase services, and the CLIENT acknowledges that should such services be required of GRESHAM SMITH, those services will be performed under a separate design agreement.

ARTICLE 10. STANDARD OF CARE

In providing services under this Agreement, GRESHAM SMITH will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. GRESHAM SMITH makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

ARTICLE 11. LIMIT OF LIABILITY

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of GRESHAM SMITH and GRESHAM SMITH's officers, directors, partners, employees, and GRESHAM SMITH's Consultants to CLIENT and anyone claiming by, through or under CLIENT for claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the professional services provided under this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, breach of contract, or warranty (express or implied) of GRESHAM SMITH or GRESHAM SMITH's officers, directors, partners, employees, or GRESHAM SMITH's Consultants, shall not exceed the total amount of \$50,000.

ARTICLE 12. INSURANCE

GRESHAM SMITH maintains insurance coverage including Workers Compensation Insurance, Employers' Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance. Certificates of Insurance will be furnished upon CLIENT's annual written request. GRESHAM SMITH shall maintain Professional Liability coverage for the period of one (1) year following submission of final deliverables.

ARTICLE 13. DISPUTE RESOLUTION

In an effort to resolve conflicts that arise during the performance of services under this Agreement, the CLIENT and GRESHAM SMITH agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation unless the parties mutually agree otherwise.

ARTICLE 14. INDEMNIFICATION

Each party agrees, to the fullest extent permitted by law, to indemnify and hold harmless the other party and its officers, directors, employees, and consultants, against damages, liabilities, or costs, including reasonable attorneys' fees and other legal costs, to the extent caused by the indemnifying party's

negligent acts, errors, or omissions and those of its consultants or anyone for whom it is legally liable. The parties expressly agree that this indemnity provision does not include, and in no event shall either party be required to assume under this indemnity provision or otherwise, any obligation or duty to defend the other party against any claims, causes of action, demands, or lawsuits in connection with matters encompassed by this indemnity provision.

ARTICLE 15. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to consultants normally contemplated by GRESHAM SMITH shall not be considered an assignment for purposes of this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or GRESHAM SMITH.

ARTICLE 16. CONTROLLING LAW

This Agreement shall be governed by the laws of the State in which the Project is located.

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RESOLUTION 2026-04-23-03

Repealing and Replacing Resolution 2021-02-15-05, Which Established the City of Pelham Water Bill Adjustment Policy, and Adopting a New City of Pelham Water and Sewer Bill Adjustment Policy

WHEREAS, the City of Pelham, Alabama, operates and maintains municipal water and sewer utility services for the benefit of its residents, businesses, and customers; and

WHEREAS, the City Council previously adopted Resolution No. 2021-02-15-05 establishing a Water Bill Adjustment Policy; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its utility customers to repeal said prior policy and replace it with an updated and comprehensive Water and Sewer Bill Adjustment Policy to provide clearer standards, procedures, and calculations for qualifying adjustments; and

WHEREAS, the City Council finds that adoption of the revised policy promotes fairness, consistency, and efficient administration of utility accounts.

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

1. Resolution No. 2021-02-15-05, and all policies or portions of policies inconsistent therewith, are hereby repealed in their entirety.
2. The City of Pelham Water and Sewer Bill Adjustment Policy attached hereto is hereby adopted. Said policy shall govern all requests for water and sewer bill adjustments from and after the effective date of this Resolution.
3. City employees and/or officials are hereby authorized and directed to implement and administer the policy adopted herein, including preparation of forms, procedures, and internal guidelines consistent with the policy.
4. Should any section, subsection, sentence, clause, or provision of this Resolution or the attached policy be declared invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the remaining portions, which shall remain in full force and effect.
5. This Resolution shall become effective immediately upon its adoption.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-04-23-03 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 23rd day of April 2026.

Chad Leverett, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 23rd day of April 2026 and that such resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 23rd day of April 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]

**PELHAM WATER WORKS
WATER AND SEWER BILL ADJUSTMENT POLICY**

WATER BILL ADJUSTMENT POLICY

1.0 Qualifying Water Leak

A customer may apply for a water leak adjustment for a Qualifying Water Leak. A Qualifying Water Leak must meet the following conditions:

1. All required documentation must be received by the water department within 60 days following repair of the leak.
2. Water usage must be more than 1.5 times the average water usage during the preceding three billing cycles.
3. The leak could not have been readily detectable with reasonable diligence and/or did not result from negligence from the property owner or occupant. Examples of a usage not eligible for adjustment include:
 - a. Leaking toilets, dripping faucets or hose bibbs
 - b. Filling swimming pools
 - c. Faucets or fixtures not turned off properly
 - d. Water left running to prevent freezing
 - e. Water used for fire system testing
 - f. Irrigation systems turned off and not repaired

2.0 General Conditions for Water Bill Adjustment

When water usage has been determined to be a Qualifying Water Leak, the following General Conditions must be satisfied before an adjustment can be considered

1. A Leak Adjustment Form must be submitted by the account owner with acceptable documentation. Acceptable documentation is at least one of the following:
 - a. Plumber's invoice
 - b. Receipts for repair materials
 - c. Photographic evidence of the repair
2. No more than 1 leak adjustment can be granted in a 12-month period for any service address. A change in account ownership or occupancy shall not reset this time period.
3. The account must be paid in full and kept current until the leak adjustment has been reviewed and a decision has been made.
4. Adjustments may be made for no more than the two highest consecutive months usage in the six months immediately preceding the repair of the leak.

Effective: April 23, 2026

Res. No. _____

5. There shall be no adjustment or refunding for late fees, reconnection charges, NSF fees, etc.
6. Approved Water Bill Adjustments shall be shown on the customer's bill as a credit for service. No cash refunds will be granted.

3.0 Water Bill Adjustment Calculations

Water Bill adjustments for a Qualifying Leak will be calculated using the formula below. All adjustment calculations will be made in dollars and not in gallons. Adjustments shall be made based on bills before taxes are added. Applicable taxes shall be applied to the adjusted bill.

$$\text{Adjusted Water Bill} = \text{Min. Bill} + 1/2 \times (\text{Leak Month Bill} - \text{Minimum Bill})$$

SEWER BILL ADJUSTMENT POLICY

A Sewer Bill adjustment may only be considered under the conditions below.

1.0 Residential

For either a Qualifying or a Non-Qualifying Water Leak occurring during the months of October through March (six months) a sewer bill adjustment may be considered under the following conditions:

1. Applications for a sewer bill adjustment must be received by the department by October 1st for a leak occurring during the previous sewer averaging period (October through March). For example, applications for a sewer bill adjustment for a leak occurring between October, 2025 and March, 2026 must be received by October 1, 2026.
2. Water usage during the months of October through March must be more than 1.5 times the average water usage during the preceding three billing cycles.
3. No more than 1 adjustment can be granted in a 12-month period for any service address. A change in account ownership or occupancy shall not reset this time period.
4. The account must be paid in full and kept current until the leak adjustment has been reviewed and a decision has been made.
5. Where applicable, Approved Sewer Bill Adjustments shall be shown on the customer's bill as a credit for service. No cash refunds will be granted.

Effective: April 23, 2026

Res. No. _____

2.0 Sewer Bill Adjustment Calculations

Sewer Bill adjustments will be calculated as outlined below. All adjustment calculations will be made in dollars and not in gallons. Adjustments shall be made based on bills before taxes are added. Applicable taxes shall be applied to the adjusted bill.

2.1 For a Qualifying Water Leak during the months of October through March (six months), the months for which the leak occurred shall be omitted for the following year's base rate calculation. In the event the leak occurred over a period exceeding 3 months, the previous year's water consumption during the averaging period shall be used for the base rate calculation.

2.2 For a Non Qualifying Water Leak during the months of October through March (six months), the Sewer Bill Adjustment will be calculated depending on whether or not the leak entered the City's sanitary sewer system.

2.2.1 – Non Qualifying Water Leak entering the City's sanitary sewer system (e.g. leaking toilet, etc). Account owner will be billed for sewer based on total water usage during the leak period. Upon payment of this amount, these months will be omitted from the following year's base rate calculation. Any amounts due shall be paid within 30 days unless a payment plan has been authorized by the City. In the event the leak occurred over a period exceeding 3 months, the previous year's water consumption during the averaging period shall be used for the base rate calculation.

2.2.2 Non Qualifying Leak Not Entering the City's sanitary sewer system (e.g. sprinkler leak). Account owner must provide City with acceptable documentation that leak did not enter the City's sanitary sewer system and the leak has been repaired. Acceptable documentation is at least one of the following:

- a. Plumber's invoice
- b. Receipts for repair materials
- c. Photographic evidence of the repair

If documentation of repair can not be provided, it will be assumed that leak did enter the sewer system and will be subject to the requirement of 2.2.1.

Upon determination that the leak did not enter the City's sanitary sewer system, the leak period shall be omitted from the following year's base rate calculation. In the event the leak occurred over a period exceeding 3 months, the previous year's water consumption during the averaging period shall be used for the base rate calculation.

Effective: April 23, 2026

Res. No. _____

3.0 Commercial

For a Qualifying Water Leak, the sewer bill for the months in which a water bill adjustment was approved, the sewer bill shall be adjusted as follows:

1. A Qualifying Water Leak resulting in a discharge into the City's sewer system shall not be eligible for adjustment.
2. For all other Qualifying Water Leaks, the sewer bill shall be adjusted to the average bill for the three months preceding the Qualifying Water Leak.
3. Sewer bill adjustments shall only be considered for the same billing period in which a Water Leak Adjustment was approved.

Special Exception

For commercial customers with accounts that have been active less than 6 months, the customer shall provide all required documentation. Sewer Bill adjustment (if any) shall be determined on a case by case basis and approved by the Department Head.

Effective: April 23, 2026

Res. No. _____

RESOLUTION 2026-04-23-04

Authorizing the Pelham B.E.A.T. Exclusive Use of Wall Space at the Pelham Civic Complex & Ice Arena

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 the Pelham Civic Complex & Ice Arena 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 the Pelham Civic Complex & Ice Arena 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 while visiting the Pelham Civic Complex & Ice Arena.
3. The mural shall not include content that is political, commercial advertising, or otherwise inconsistent with the public purpose of the Pelham Civic Complex & Ice Arena.
4. The Pelham B.E.A.T. shall coordinate with appropriate City staff and VenuWorks of Pelham 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, City Manager, and/or their designee(s).
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 2026-04-23-04 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 23rd day of April 2026.

Chad Leverett, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 23rd day of April 2026 and that such resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 23rd day of April 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]

RESOLUTION 2026-04-23-05

Approving an FY2026 Budget Amendment to Fund Certain Capital Improvement Projects

WHEREAS, the City Council of the City of Pelham, Alabama recognizes the importance of investing in capital asset improvements that promote quality of life, economic development, and public safety; and

WHEREAS, the City desires to proceed with Phase II of the City Park Renovations Project, which is anticipated to include continued improvements and upgrades to Field 1, new dugouts, and fencing with an estimated project cost of \$3,000,000.00; and

WHEREAS, the City further desires to provide funding for the City's anticipated local share of the County Road 52 Railroad Crossing Elimination Project, a regionally significant transportation project involving roadway realignment and construction of a bridge over the existing rail lines, with an estimated City contribution of \$5,000,000.00, subject to reduction through continued coordination with project partners and outside funding sources; and

WHEREAS, the City Council finds that it serves a valid public purpose to amend the FY2026 Budget in order to appropriate funds for these capital improvement projects and allow the Phase II City Park Renovations Project to proceed to the competitive bidding process; and

WHEREAS, it is recommended that said budget amendment be funded from available and unencumbered City funds as determined appropriate by the Finance Director and City Manager.

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

1. The FY2026 Budget is hereby amended in the total amount of \$8,000,000.00 to fund the following capital improvement projects:
 - \$3,000,000.00 for Phase II of the City Park Renovations Project; and
 - \$5,000,000.00 for the City's anticipated portion of the County Road 52 Railroad Crossing Elimination Project, subject to adjustment based upon participation by project partners and additional funding sources.
2. The Phase II City Park Renovations Project is hereby authorized to proceed to the competitive bidding process in accordance with applicable law.
3. The City Manager, Finance Director, City Clerk/Treasurer, Director of Development Services & Public Works, and/or their designees are hereby authorized to take all actions necessary to carry out the intent of this Resolution, including making such budgetary and general ledger adjustments as may be required.
4. This Resolution shall become effective immediately upon its adoption.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-04-23-05 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 23rd day of April 2026.

Chad Leverett, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, City Clerk/Treasurer

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 23rd day of April 2026 and that such resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 23rd day of April 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager
FROM: Andre' Bittas, DSPW Director
DATE: April 23, 2026
RE: Pelham Sports Park Renovations – Phase II

The City has completed the design for phase II sports park renovations. The scope of work is the renovations of field 1 to include turf, multifield configuration, new fencing and dugouts. It also includes the replacement of all fencing and dugouts for fields 2,3 and 4.

In order to proceed with bidding and construction, funding appropriation is required. Estimated cost of construction is \$3M.

ORDINANCE NO. 529

**AN ORDINANCE OF THE CITY OF PELHAM, ALABAMA
TO DECLARE SURPLUS REAL PROPERTY**

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

Section 1. It is hereby established and declared that the following described real property of the City of Pelham, Alabama, is no longer needed for public or municipal purposes.

[See memorandum attached hereto]

Section 2. The City of Pelham, Alabama, having received an offer from HCI Oak Mountain, LLC, doing business as "The Canopy," to lease said real property described in Section 1, above, it is hereby declared to be in the best interest of the public and the City of Pelham, Alabama, to lease said real property to HCI Oak Mountain, LLC under the following terms and conditions, to-wit:

[See lease agreement attached hereto]

Section 3. Pursuant to the authority granted in Section 11-47-21 of the Code of Alabama of 1975, the Mayor of the City of Pelham, Alabama is hereby directed to execute said lease agreement in the name and on behalf of the City of Pelham, Alabama.

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

Section 5. The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional, that declaration shall not affect the part which remains.

THEREUPON _____, a councilmember moved and _____, a councilmember seconded the motion that Ordinance No. 529 be given vote. The roll call vote on said motion was recorded as follows:

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

Ordinance No. 529 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 23rd day of April 2026.

Chad Leverett, Council President

Michelle Power, Council Member

Christine Townes, Council Member

Markus Hal Snowden, Council Member

Michael Harris, Council Member

[SEAL]

ATTEST

APPROVED

Jonathan Seale, CMC, City Clerk/Treasurer

Rick Wash, Mayor

Date

POSTING AFFIDAVIT

I, the undersigned qualified City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing **ORDINANCE NO. 529** 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 23rd day of April 2026 and duly published by posting an exact copy thereof on the 27th day of April 2026 at four public places within the City of Pelham, including the Mayor's Office at City Hall, Park & Recreation Center, Library, Pelham Water Works and www.pelhamalabama.gov. I further certify that said ordinance is on file in the office of the City Clerk/Treasurer and a copy of the full ordinance may be obtained from the office of the City Clerk/Treasurer during normal business hours.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager

FROM: Justin Smith, Assistant City Manager

DATE: April 1, 2026

SUBJECT: City of Pelham / Canopy Sign Agreement

Background

The City of Pelham owns a sign on the corner of Highway 31 and Amphitheater Road (Seen in Exhibit A) that contains an electronic panel as well as static panels. For a number of years, this sign promoted both the Pelham Civic Complex and Ice Arena, as well as the Oak Mountain Amphitheater. With the departure of Live Nation and the Amphitheater from Pelham, the sign has been in place with an empty panel, that is not only aesthetically undesirable, is a missed opportunity to use the sign to its greatest potential and create a source of revenue for the City of Pelham.

The City has received an inquiry about advertising in the empty spot by the operators of The Canopy, a relatively new development situated on Amphitheater Road across from the Pelham Civic Complex and former Amphitheater (now ReAmp) site. The development contains residential, retail and dining components that could benefit from signage along with Highway 31 corridor.

Legal Basis

Alabama law allows a municipality to lease unneeded real property for a commercial purpose pursuant to Section 11-47-21, Code of Alabama 1975. In order to do that, a sample ordinance has been provided by the Alabama League of Municipalities on page 3 of their Selected Reading "Sale or Lease of Unneeded Municipal Property" which appropriately declares the property surplus so that it may be leased.

There is no requirement that bid be taken before the municipality allows the surplus property to be leased, however, consideration for the lease must be adequate and not nominal.

A 2009 Attorney Generals Opinion (2009-028) took up a similar case, where a company wanted to lease space on top of a municipal water tower to place cell tower equipment. In this case, the water tower and the land it sat on was still in use by the City.

The opinion noted "The water tower may be deemed a fixture. A fixture is "an article which was once a chattel, but which by being physically annexed or affixed to the realty, has become accessory to it and parcel of it."...As such, the proposed cell phone tower would be affixed to the land. The area on top of the tower that has been requested for use is not needed by the municipality and may be considered surplus".

Applying the same to this case, the sign is affixed to the land and a portion of it is not needed by the city and may be declared surplus. However, the determination that it is real property and surplus is one that must be made by the governing body.

If the governing body determines that the space on top of the sign is not real property, it may still lease the use of personal property, but must do so by competitive bids, as it would be an exclusive franchise.

The Proposal

HCI Oak Mountain, LLC, doing business as "The Canopy" has requested to lease the two vacant, static, non-digital panels (one on each side of the sign) at a rate of \$7,200 per year. Due to the expense to manufacture and install the signage, they

have requested a guaranteed initial term of 3 years before a termination clause could be exercised.

Recommendation

Staff supports and recommends declaration of the property as surplus and execution of the lease agreement with The Canopy.

Exhibit A



STATE OF ALABAMA)

SHELBY COUNTY)

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the _____ day of April, 2026, by and between the CITY OF PELHAM, ALABAMA, an Alabama municipal corporation (hereinafter called "Lessor") and HCI OAK MOUNTAIN, LLC, and Alabama Limited Liability Company (hereinafter called "Lessee").

WITNESSETH:

Lessor does hereby demise, let and lease unto Lessee, and Lessee does hereby lease from Lessor, certain real property as may be necessary for the installation, repair and location of outdoor advertising panels (two static, non-digital advertising panel on a sign declared surplus by the Pelham City Council), with the right of access to and egress from the structure by Lessee's employees, contractors, agents, and vehicles, and the right to survey and maintain such advertisements, in the city of Pelham, Shelby County, Alabama located at the Northeast corner of Amphitheater Road and Pelham Parkway as further described in Exhibit A and as:

Two advertising panels, one on each face of the sign located at the Northeast corner of Amphitheater Road and Pelham Parkway. The surplus space to be leased consisting of two panels – one on each side, each approximately 12.5 feet wide, 67 inches tall and situated on Parcel Number 14 3 06 2 001 001.014 .

(the "Premises", for and during the Initial Term (as hereinafter defined) and may be extended as hereinafter provided. Lessor does hereby covenant to keep Lessee in quiet possession of the Premises during the Term, subject, nevertheless, to the terms of this Lease.

NOW THEREFORE, for and in consideration of the terms of this Lease, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby further agree as follows:

1. **Rent.** During the initial Term, Lessee shall pay as rent (the "Rent") for the Leased Premises the annual sum of Seven Thousand, Two-Hundred Dollars and 0/100 Cents (\$7,200) annually.

Rent shall be due within thirty (30) days of the start of the initial term, with each installment thereafter due no later than thirty (30) days of anniversary of the commencement date or extension of the lease as the case may be.

Rent shall be considered tendered when deposited as certified mail in the United States Postal service, or by the date received by the Lessor if mailed by other means, or by the date received via hand delivery.

- 2. Initial Term: Additional Terms: Surplus Real Property.** The initial term of this Lease shall be 36 months and commence on the 1st day of May , 2026 (“Commencement Date” and shall continue through the 30th Day of April , 2029 (the “Initial Term”). After the conclusion of the Initial Term, this Lease will renew for additional successive terms of one (1) year upon the same terms and conditions as the Initial Term unless terminated by the parties hereto according to Section 3 (the Initial term and any successive terms shall be collectively referred to herein as the “Term”).

The Pelham City Council has made a legislative determination that this parcel is surplus real property and accordingly may lease it to a commercial interest for fair market value in accordance with the powers vested in it pursuant to Ala. Code § 11-47-21 (1975), and that it is in the best interest of the City of Pelham, Alabama to provide the Premises to the Lessee for the Lease Term.

- 3. Termination by Lessor or Lessee.**

During the initial term, Lessee may terminate this Lease at any time and for any reason by giving the other written notice at least thirty (30) days prior to the date upon which termination will occur. There will be no pro-rated refund in the event of an early termination.

Only after the initial term of of thirty-six (36) months shall Lessor have the right to terminate this Lease by providing Lessee with thirty (30) days prior written notice.

After the initial term, either party may terminate this Lease at any time and for any reason by giving the other written notice at least thirty (30) days prior to the date upon which termination will occur. After such notice period, this Lease will be fully and finally terminated, and the parties shall have no further obligations to one another with respect thereto.

- 4. Use of Premises.** Lessor grants use of the Premises to Lessee for the sole purpose of advertising the mixed-use development known as the Canopy and any business interest located within, so long as those businesses advertised serve soft drinks consistent with any exclusive soft drink pouring rights agreement in place with the City of Pelham as the Premises was constructed pursuant to such an agreement. Currently, the City of Pelham has an exclusive pouring rights agreement with Coca Cola United through September 30, 2027.

Any use of the Premises must be compatible with the use of adjacent premises by Lessor for advertising City services and activities and no incompatible activity will be permitted.

Lessee will have the right of access to and egress from structure by Lessee's employees, contractors, agents, and vehicles, and the right to survey, maintain advertisement and other activities necessary and required in Lessee's use of the panels on the structure situated at the approximate location previously described.

Lessee is responsible for hiring a sign contractor to install the signs and obtaining all necessary permits from the City of Pelham to do so.

- 5. Condition of the Premises.** The Premises is leased to Lessee, subject to all laws, ordinances, orders and regulations of any lawful governmental authority having jurisdiction over the Premises. Nothing herein contained shall be construed as a warranty that said premises are in good condition or fit or suitable for the use or purpose for which they are let. Lessor has made no representation or promises with respect to the Premises except as expressly set forth herein. Lessee has examined the Premises and accepts the same in the physical condition the same now exists (except as otherwise expressly provided herein). The property is being leased "AS IS" and it is acknowledged that the Lessee may need to invest funds and make improvements to the Premises to make it suitable for Lessee's use.

Without limitation of the foregoing, Lessor specifically disclaims any express or implied covenants, warranties or representations as to the Premises.

Lessee shall save, defend, indemnify, protect and hold Lessor harmless from any and all claims, suits, actions, losses, damages, costs and expenses (including, without limitation, attorney's fees and court costs) threatened or incurred and any

judgments finally awarded, as a result of or arising from the breach by lessee of any of Lessee's representations, warranties, or covenants contained in this paragraph or otherwise from Lessee's use or enjoyment of the premises. The foregoing covenants, warranties, and representations of the Lessee and the foregoing indemnification provision shall survive the termination of this lease.

6. **Utilities, Maintenance, and Repairs.** Lessor shall, throughout the Initial Term or additional terms of this Lease, be responsible for the reasonable costs of the utilities, as well as maintenance and repairs determined to be necessary by the Lessor, with respect to the Premises. All other costs related to the Premises, including maintenance and repairs of the leased portion, shall be at Lessee's cost and expense.
7. **Alterations and Improvements.** Lessee agrees that it will undertake no alterations to the Premises without first obtaining prior written approval from the Lessor. All improvements, modifications and alterations to the Premises shall adhere thereto and become the property of the Lessor. Lessor shall have the right to inspect the premises and in the event the Lessee fails to return the premises to its original condition at the conclusion of the initial or subsequent terms, Lessee agrees to pay Lessor for the cost of any repairs necessary to return the Premises to its original condition.
8. **Care of Premises.** Lessee will comply at all times and in all respects with all applicable laws and ordinances relating to nuisance on or about the Premises, and the Lessee will not by any act, or omission, render the Lessor liable for any violation thereof. Lessee does hereby agree to permit no waste of the Premises, but on the contrary to take good care of same, and upon termination of this Lease, to surrender possession of same without notice.
9. **Entry and Use by Lessor.** Lessor and/or its agents and representatives may enter the Premises, upon prior reasonable notice to Lessee, at all reasonable times for the purpose of inspection thereof. Lessor maintains full possession, use and control over the remaining portions of the sign and the property it is affixed to.
10. **Destruction.** Nothing contained herein shall render lessor liable for any repairs to, rebuilding, or replacement of Lessee's property on or about the premises.

11. **Assignment or Subletting, Third Parties.** Lessee may not assign its rights under this Lease or sublet to another.

There shall be no third-party beneficiaries of this lease.

12. **Waiver.** The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants and conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions, or options, but the same shall be and remains in full force and effect.

13. **Binding Effect.** The agreements, covenants, conditions and terms contained in this Lease shall bind and inure to the benefit of Lessor and Lessee.

14. **Default.** Should Lessee fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, Lessee will be in default under the lease. In the event of such default, Lessor must give Lessee written notice by certified mail and allow Lessee thirty (30) days thereafter in which to cure any default.

15. **Entire Agreement.** This Lease contains the entire agreement between the parties hereto and neither party is bound by any representation or agreements of any kind except as herein contained, and no amendments hereto shall be considered as effective unless and until the same shall be reduced to writing and executed by all the parties hereto.

16. Notices.

Notices to the City of Pelham shall be addressed to:

City of Pelham
ATTN: Gretchen DiFante, City Manager
3162 Pelham Parkway
Pelham, AL 35124

Notices to HCI Oak Mountain, LLC shall be addressed to:

HCI Oak Mountain, LLC

ATTN: Chuck Welden
3010 3rd Ave. S
Birmingham, AL, 35233

17. **Severability.** If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Lease shall remain in full force and effect. Any provision of this Lease held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.
18. **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Lease and all of which, when taken together, shall be deemed to constitute one and the same instrument.
19. **Force Majeure.** The parties hereto shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by cause or causes beyond such party's control which shall include without limitation, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire and other casualty, inability to obtain any material services or financing or through acts of God.

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this lease through their respective duly authorized representatives as of the date first above written. It is understood and agreed by the parties hereto that this lease shall be binding upon the Lessor and Lessee.

Lessor:

City of Pelham, Alabama

By: _____
Rick Wash, Mayor

Lessee:

HCI Oak Mountain, LLC

By: _____

Chuck Welden



2009-028

STATE OF ALABAMA
OFFICE OF THE ATTORNEY GENERAL

TROY KING
ATTORNEY GENERAL

January 5, 2009

500 DEXTER AVENUE
MONTGOMERY, AL 36130
(334) 242-7300
WWW.AGO.STATE.AL.US

Honorable Troy Ford
Mayor, Town of West Jefferson
Post Office Box 158
Quinton, Alabama 35130

**THIS OPINION IS OVERRULED TO THE
EXTENT THAT IT CONFLICTS WITH THE
OPINION ISSUED TO HON. TIMOTHY
PREVATT, MAYOR, TOWN OF AVON,
DATED 9/9/2013, A.G. NO. 2013-067.**

Municipalities - Lease - Telecommunications
- Real Property - Franchise - Competitive Bid
Law - Jefferson County

Pursuant to section 11-47-21 of the Code of Alabama, if the Town of West Jefferson considers the space at the top of the water tower to be surplus real property, the town may lease this space for fair market value to a commercial interest.

If the town determines that the property is not real property and the lease would be a grant of an exclusive franchise, the town may lease the space at the top of the tower by taking competitive bids.

Dear Mayor Ford:

This opinion of the Attorney General is issued in response to your request on behalf of the Town of West Jefferson.

QUESTION

Can the Town of West Jefferson enact an ordinance declaring that the top of its potable water storage tank is real property not needed for public or municipal purposes, thereby making it legally permissible to enter a lease for the use of the top of its potable water storage tank as a cell tower site and be consistent with the provisions of section 11-47-21 of the Code of Alabama.

FACTS AND ANALYSIS

In your letter of request, you stated the following:

The Town of West Jefferson has been approached by a mobile telephone provider requesting the town lease to the provider the top of one of the town's potable water storage water tanks for the purpose of a cell tower site. Before the town considers such a lease, it requests an opinion from you regarding the legality of entering such a lease in the light of the provisions of section 11-47-21 of the Code of Alabama requiring the town to declare "real property not needed for public or municipal purposes" before it leases town real property.

The concern is that, although the real property is being used as a water storage tank, how can the town adopt an ordinance declaring the top of the tank "real property not needed for public or municipal purposes" as required by section 11-47-21 of the Code.

Your particular inquiry poses a unique situation. As you aptly noted, section 11-47-21 of the Code of Alabama provides the ability for a municipality to lease real property that is not needed for public or municipal purposes. The water tower may be deemed a fixture. A fixture is "an article which was once a chattel, but which, by being physically annexed or affixed to the realty, has become accessory to it and part and parcel of it." *In re Black*, 95 B.R. 223, 224 (Bkrtcy. N.D. Ala. 1988), citing *Farmers & Merchants Bank v. Sawyer*, 26 Ala. App. 520, 522, 163 So. 657, 658 (1935). As such, the proposed cell phone tower would be affixed to the land. The area on top of the tower that has been requested for use is not needed by the municipality, and thus, may be considered surplus.

This Office has addressed similar issues with respect to the leasing of real property. In an opinion to the Honorable Charles E. Osborne, Mayor, City of Talladega, dated April 5, 2002, A.G. No. 2002-202, the city sought to lease one room in a public building to a commercial interest. This Office determined that, pursuant to section 11-47-21 of the Code of Alabama, the city may lease surplus property for commercial purposes provided that the fair market rate is charged for rent. *See also*, opinions to the Honorable Jack Fendley, Mayor, Town of Pennington, dated January 19, 2005, A.G. No. 2005-046; Honorable Michael G. Kendrick, Attorney, City of Homewood, dated April 24, 2002, A.G. No. 2002-214; Honorable Annette Webb Bozeman, Marion County Judge of Probate, dated November 18, 1998, A.G. No. 99-00044. Accordingly, the space at the top of

Honorable Troy Ford
Page 3

the water tower may be leased pursuant to section 11-47-21 of the Code of Alabama to a commercial interest for rent of fair market value.

If the Town of West Jefferson determines that the space at the top of the water tower is not real property, it may lease the use of this personal property and must do so pursuant to competitive bids if the contract will be an exclusive contract to use the space on top of the tower. The Supreme Court of Alabama has determined that an exclusive contract exists when a governmental entity grants a special privilege or contractual right for services to one entity. *See, generally, Kennedy v. City of Prichard*, 484 So. 2d 432 (Ala. 1986).

Section 22 of the Constitution of Alabama prohibits granting exclusive franchises. Contracts of this nature must be competitively bid. *Id.*; also see the following opinions:

- Joseph Mitchell, Member, House of Representatives, dated July 8, 2005, A.G. No. 2005-158 (the lease of unused frequencies by a board of education to a commercial wireless provider is an exclusive franchise that is subject to the Competitive Bid Law);
- Honorable Thomas M. Little, Attorney, Talladega County Board of Education, dated April 1, 1999, A.G. No. 99-00158 (contract in which corporate sponsors provided a school scoreboard in exchange for the sole right to sell concessions must be competitively bid);
- Honorable Edwin Bridges, Director, Department of Archives and History, dated March 13, 1998, A.G. No. 98-00112 (a contract entered into by the Department of Archives and History in which one company would be given the exclusive right to reproduce and publish as a poster a painting owned by the Department would require the competitive bid process).

Further, the application of the bid law cannot be avoided based on the fact that only one company has requested to occupy space at the top of the water tower. *See, generally*, A.G. No. 2005-158.

CONCLUSION

Pursuant to section 11-47-21, if the Town of West Jefferson considers the space at the top of the water tower to be surplus real property, the town may lease this space for fair market value to a commercial interest.


If the town determines that the property is not real property and the lease would be a grant of an exclusive franchise, the town may lease the space at the top of the tower by taking competitive bids.

Honorable Troy Ford
Page 4

I hope this opinion answers your question. If this Office can be of further assistance, please contact Monet Gaines of my staff.

Sincerely,

TROY KING
Attorney General
By:

A handwritten signature in cursive script that reads "Brenda F. Smith".

BRENDA F. SMITH
Chief, Opinions Division

TK/MMG
729355/124289



2018-024

STATE OF ALABAMA
OFFICE OF THE ATTORNEY GENERAL

STEVEN T. MARSHALL
ATTORNEY GENERAL

501 WASHINGTON AVENUE
P.O. BOX 300152
MONTGOMERY, AL 36130-0152
(334) 242-7300
WWW.AGO.ALABAMA.GOV

March 21, 2018

Honorable Becky Bracke
Mayor, City of Opp
Post Office Box 610
Opp, Alabama 36467

Municipalities – Surplus Property –
Leases – Advertising – Signs –
Private Enterprise

The City of Opp may contract with
private companies to advertise the
city itself and its resources.

The city may not build signs to be
leased for the advertisement of
private companies.

The city may lease property to a
private sign company as surplus
property if the requirements of
section 11-47-21 of the Code of
Alabama are met.

Dear Mayor Bracke:

This opinion of the Attorney General is issued in response to your
request on behalf of the City of Opp.

QUESTIONS

(1) May the City of Opp construct and
lease signs on city owned property for private
companies to advertise?

(2) May the city lease the property to a private sign company?

FACTS AND ANALYSIS

Your request states that you and the Opp City Council are considering establishing and maintaining signage to promote the city, its businesses, and other places of interest by encouraging traffic on the Bypass to approach the city. You state further that the city owns three properties which it has identified as locations for the placement of signs.

The Legislature has granted municipalities broad authority to provide for the advertisement of the municipality itself. Section 11-47-9 of the Code of Alabama provides as follows:

All municipalities in the State of Alabama shall be and are hereby authorized and empowered to enter into contracts or agreements with any persons, firms, or corporations for the advertisement of such municipality or any function or undertaking of such municipality both within and without the limits of such municipality through the use of any recognized medium of advertising.

ALA. CODE § 11-47-9 (2008). Under this provision, the city may build and lease signs for a private company to advertise the city if the governing body determines that the signs constitute a "recognized medium of advertising." *See* opinion to Honorable Richard F. Calhoun, City Attorney, City of Troy, dated August 1, 1988, A.G. No. 88-00383 (city authorized under section 11-47-9 to spend \$5,000 for a sign on Highway 231 advertising the city if its governing body determines that the sign is a recognized medium of advertising).

Section 11-47-9 and similar provisions, however, have never been interpreted to authorize the advertising of private companies. This Office addressed section 11-47-11 of the Code of Alabama, which authorizes municipalities to "advertise and promote all resources of every kind," in an opinion to Honorable George A. Monk, City of Anniston, dated September 22, 1986, A.G. No. 1986-00374. That opinion stated that the City of Anniston could "spend municipal funds for the purpose of

promoting retail trade within its corporate limits and police jurisdiction.” *Id.* at 2. The *Monk* opinion clarified, however, that this authority was limited to the terms of the question posed by the city, which were that “expenditures would be made not to advertise any one particular business or businesses but rather to promote, in a non-discriminatory fashion, various commercial centers within the city by sponsoring and paying for exhibits, fairs, and other forms of entertainment to encourage retail development and trade.” *Id.* at 1.

This Office also addressed section 11-3-11(a)(19) of the Code of Alabama, which authorizes county commissioners to use county funds for the advertising and promoting of county resources “of every kind,” in an opinion to Honorable Kim Hastie, Mobile County License Commissioner, dated September 27, 2012, A.G. No. 2012-090. That opinion stated that the statute did not authorize the selling of advertisements to private companies to be mailed with license renewal mailouts, noting that this Office is unaware of any provision that would authorize such transactions. Furthermore, a municipality is not authorized to engage in private enterprise. Opinions to Honorable J. David Stout, Mayor, City of Fort Payne, dated November 16, 1984, A.G. No. 85-00072; Honorable Jean Starkey, Town Clerk, Town of Pisgah, dated October 26, 1990, A.G. No. 91-00045.

Regarding leasing the property to a private sign company, section 11-47-21 of the Code of Alabama authorizes municipalities to lease real property not needed for municipal purposes as “surplus property.” Section 11-47-21 states as follows:

The governing body of any city or town in this state may, by ordinance to be entered on its minutes, lease any of its real property not needed for public or municipal purposes, and a lease made by the mayor in accordance with such ordinance shall be binding for the term specified in the lease, not to exceed a period of 99 years.

ALA. CODE § 11-47-21 (2008).

The Alabama Supreme Court has held that, so long as it explicitly states that the property is no longer needed for municipal purposes, the governing body’s declaration in its minutes need not detail facts supporting that conclusion. *Dothan Area Chamber of Commerce, Inc. v. Shealy*, 561 So. 2d 515 (Ala. 1990). Moreover, although the lease’s

failure to provide for adequate consideration would present concerns under section 94 of article IV of the Recompiled Constitution of Alabama, which prohibits the appropriation of public funds to private entities, the Court indicated that it would not require the city to receive "fair market rent" and would defer to the city's elected officials to determine if the consideration received was adequate. *Id.* at 517, *citing* ALA. CONST. art. IV, § 94. Accordingly, if the Opp City Council passes an ordinance entered in its minutes declaring that the property is not needed for municipal purposes and determines that the consideration received is adequate, it may lease such property as surplus property for a term not exceeding ninety-nine years to a private sign company.

CONCLUSION

The City of Opp may contract with private companies to advertise the city itself and its resources

The city may not build signs to be leased for the advertisement of private companies.

The city may lease property to a private sign company as surplus property if the requirements of section 11-47-21 of the Code of Alabama are met.

I hope this opinion answers your questions. If this Office can be of further assistance, please contact John Porter of my staff.

Sincerely,

STEVE MARSHALL
Attorney General

By:



G. WARD BEESON, III
Chief, Opinions Section



Pelham

A path apart.

PROCLAMATION

WHEREAS, children are our State's most vulnerable members as well as our State's most valuable resources, helping to shape the future of Alabama; and

WHEREAS, positive childhood experiences (PCEs)-like loving caregivers and safe, stable, and nurturing relationships-can help mitigate trauma and the negative impact of adverse childhood experiences (ACEs) to promote the social, emotional, and developmental well-being of children; and

WHEREAS, childhood trauma can have long-term psychological, emotional, and physical effects throughout an individual's lifetime and impact future generations of their family; and

WHEREAS, childhood trauma, including abuse and neglect, is a serious problem affecting every community, and finding solutions requires input and action from everyone; and

WHEREAS, children who live in families with access to concrete economic and social supports are less likely to experience abuse and neglect; and

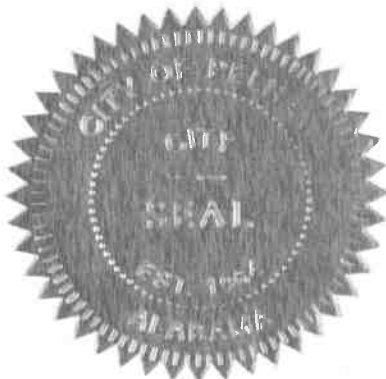
WHEREAS, nurture positive childhoods and preventing child maltreatment is possible because of the partnerships created between families, prevention advocates, child welfare professionals, education, health, community, and faith-based organizations, businesses, law enforcement agencies, and local, state, and national governments; and

WHEREAS, we acknowledge that in order to solve the public health issue of abuse and neglect we must work together to change hearts and mindsets through storytelling and sharing, center the needs of families, break down bias and barriers, and inspire action from expected and unexpected partners; and

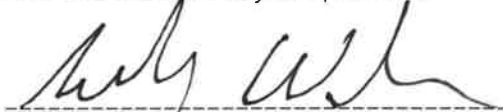
WHEREAS, we are committed to advancing equitable, responsive, and effective systems that ensure all children and families are healthy and thriving; and

WHEREAS, we recognize the need to prioritize kids and invest in more prevention initiatives like home visiting and family-strengthening policies, economic supports, and community-based child abuse prevention programs at the national, state, and local levels.

NOW, THEREFORE, I, Rick Wash, by virtue of the authority vested in me as Mayor of the City of Pelham, Shelby County, Alabama, do hereby proclaim April 2026 as **National Child Abuse Prevention Month** in Pelham, Alabama, and I urge all citizens to recognize this month by building a narrative of hope for children and families through collaboration and the creation of an ecosystem of primary prevention that does not currently exist in this country.



Given under my hand, in the City of Pelham,
Alabama this 23rd day of April 2026.


Rick Wash, Mayor

RESOLUTION 2026-03-19-10

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this 19th day of March 2026.



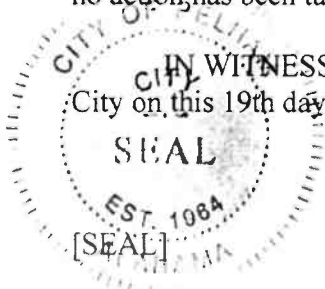

Jonathan Seale, CMC, City Clerk/Treasurer



Chad Leverett, President of the Council



I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 19th day of March 2026 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 19th day of March 2026.




Jonathan Seale, CMC, City Clerk/Treasurer



Pelham
A path apart.

Development Services
& Public Works
205.620.6495

March 4, 2026

Pelham City Council
3162 Pelham Pkwy
Pelham, AL 35124

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

Pelham City Council,

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

Timeline

October 6, 2021 – Substantial Damage, flood occurred

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

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

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

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

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

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

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

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

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

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

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

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

[State Attorney General Responses]

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

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

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

Opinion from the Building Official, Levis Peters:

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

Observed conditions include:

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

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

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

Respectfully,



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

Cc: File
Andre' Bittas
Michael Eddington

ARTICLE II. DANGEROUS BUILDINGS

Sec. 4-20. Dangerous buildings defined.

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

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

(Ord. No. 13, § 1, 11-2-70)

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

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

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

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

(Ord. No. 13, § 2, 11-2-70)

Sec. 4-22. Declaration of nuisance.

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

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

Sec. 4-23. Duties of building official.

The building official shall:

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

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

(Ord. No. 13, § 4, 11-2-70)

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

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

(Ord. No. 13, § 9, 11-2-70)

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

The city council shall:

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

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(Supp. No. 16, Update 4)

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

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

(Ord. No. 13, § 5, 11-2-70)

Sec. 4-26. Same—In emergency cases.

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

(Ord. No. 13, § 8, 11-2-70)

Sec. 4-27. Duties of fire department.

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

(Ord. No. 13, § 11, 11-2-70)

Sec. 4-28. Duties of police department.

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

(Ord. No. 13, § 12, 11-2-70)

Sec. 4-29. Duties of city attorney.

The city attorney shall:

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

(Ord. No. 13, § 7, 11-2-70)

Sec. 4-30. Administration liability.

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

(Ord. No. 13, § 10, 11-2-70)

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

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

(Ord. No. 13, § 6, 11-2-70)

Secs. 4-32—4-40. Reserved.

Flood - WT. 6, 2021

Substantial Damage Letter (SDE >50%)

Property Owner	Address 1	Address 2	Date Mailed	Mailing Address 1	Mailing Address 2	Checked	2nd Letter for different mailing address
Ainika Nalawade	134 Braxton Way	Pelham, AL 35124	December 8, 2021	134 Braxton Way	Pelham, AL 35124	x	
Jannah Davis	1892 Chandalar Court	Pelham, AL 35124	December 8, 2021	1892 Chandalar Court	Pelham, AL 35124	x	
John Jr and Joel III Bearden	1894 Chandalar Court	Pelham, AL 35124	December 8, 2021	1699 Spring Creek Road	Montevallo, AL 35115	x	added 2nd address
Adion LLC	1896 Chandalar Court	Pelham, AL 35124	December 8, 2021	2084 Valleydale Rd	Birmingham, AL 35244	x	added 2nd address
Deana Banks	1898 Chandalar Court	Pelham, AL 35124	December 8, 2021	1898 Chandalar Court	Pelham, AL 35124	x	
Eddie McClain	1900 Chandalar Court	Pelham, AL 35124	December 8, 2021	1900 Chandalar Court	Pelham, AL 35124	x	
Jordy Henson	1901 Chandalar Court	Pelham, AL 35124	December 8, 2021	1907 Whirlaway Cir	Helena, AL 35080	x	added 2nd address
Glenn and Elizabeth Moore	1902 Chandalar Court	Pelham, AL 35124	December 8, 2021	1902 Chandalar Court	Pelham, AL 35124	x	
Kayla Nguyen	1903 Chandalar Court	Pelham, AL 35124	December 8, 2021	1903 Chandalar Court	Pelham, AL 35124	x	
Natalie Allen	1904 Chandalar Court	Pelham, AL 35124	December 8, 2021	1904 Chandalar Court	Pelham, AL 35124	x	
Ryan Camp	1905 Chandalar Court	Pelham, AL 35124	December 8, 2021	1905 Chandalar Court	Pelham, AL 35124	x	
Marcelo Dicanillo and Cecilia Alvarez	1906 Chandalar Court	Pelham, AL 35124	December 8, 2021	1906 Chandalar Court	Pelham, AL 35124	x	
Garbrielle and Elizabeth Stewart	1907 Chandalar Court	Pelham, AL 35124	December 8, 2021	1907 Chandalar Court	Pelham, AL 35124	x	
Brenda Stratton	1909 Chandalar Court	Pelham, AL 35124	December 8, 2021	1909 Chandalar Court	Pelham, AL 35124	x	
Many Horne	1910 Chandalar Court	Pelham, AL 35124	December 8, 2021	1910 Chandalar Court	Pelham, AL 35124	x	
Spenstessia Fenn	1911 Chandalar Court	Pelham, AL 35124	December 8, 2021	1911 Chandalar Court	Pelham, AL 35124	x	
Diane Angeli	1912 Chandalar Court	Pelham, AL 35124	December 8, 2021	129 Cedar Cove Dr	Pelham, AL 35124	x	added 2nd address
Gregory and Emily Ferguson	1913 Chandalar Court	Pelham, AL 35124	December 8, 2021	1913 Chandalar Court	Pelham, AL 35124	x	
Sherry Franks	1914 Chandalar Court	Pelham, AL 35124	December 8, 2021	1914 Chandalar Court	Pelham, AL 35124	x	
Joshua Deeter	1915 Chandalar Court	Pelham, AL 35124	December 8, 2021	800 Laurann Ave	Falmadge, OH 44278	x	added 2nd address
Gustavo and Alejandra Santos	1916 Chandalar Court	Pelham, AL 35124	December 8, 2021	521 Overhill Dr	Pelham, AL 35124	x	added 2nd address
Nicole Bellflower	1917 Chandalar Court	Pelham, AL 35124	December 8, 2021	1917 Chandalar Court	Pelham, AL 35124	x	
Chris Payne	1918 Chandalar Court	Pelham, AL 35124	December 8, 2021	1918 Chandalar Court	Pelham, AL 35124	x	
CS Equity Partners II LLC	1919 Chandalar Court	Pelham, AL 35124	December 8, 2021	110 17th St N	Birmingham, AL 35203	x	added 2nd address
John Kronberg	1920 Chandalar Court	Pelham, AL 35124	December 8, 2021	1920 Chandalar Court	Pelham, AL 35124	x	
Matthew Moses	1921 Chandalar Court	Pelham, AL 35124	December 8, 2021	1921 Chandalar Court	Pelham, AL 35124	x	
William Yancey	1922 Chandalar Court	Pelham, AL 35124	December 8, 2021	316 Normandy Ln	Chesee, AL 35043	x	added 2nd address
Demonique Rodley	1923 Chandalar Court	Pelham, AL 35124	December 8, 2021	1923 Chandalar Court	Pelham, AL 35124	x	
Keith and Linda Knowles	1924 Chandalar Court	Pelham, AL 35124	December 8, 2021	3845 Spring Creek Road	Montevallo, AL 35115	x	added 2nd address
Michael Halbert	1925 Chandalar Court	Pelham, AL 35124	December 8, 2021	1925 Chandalar Court	Pelham, AL 35124	x	
Rachel Landers	1927 Chandalar Court	Pelham, AL 35124	December 8, 2021	1927 Chandalar Court	Pelham, AL 35124	x	
Donald Taylor III	1929 Chandalar Court	Pelham, AL 35124	December 8, 2021	1929 Chandalar Court	Pelham, AL 35124	x	
Colin Moose	1931 Chandalar Court	Pelham, AL 35124	December 8, 2021	1931 Chandalar Court	Pelham, AL 35124	x	
Ana Kurb	1957 Chandalar Court	Pelham, AL 35124	December 8, 2021	1957 Chandalar Court	Pelham, AL 35124	x	
Jennifer Jordan	1959 Chandalar Court	Pelham, AL 35124	December 8, 2021	1959 Chandalar Court	Pelham, AL 35124	x	
METRO Investments LLC	1961 Chandalar Court	Pelham, AL 35124	December 8, 2021	251 Country Hills Rd	Montevallo, AL 35115	x	added 2nd address
Richard Bayer	1963 Chandalar Court	Pelham, AL 35124	December 8, 2021	1963 Chandalar Court	Pelham, AL 35124	x	
Stacy Figueroa	1982 Chandalar Court	Pelham, AL 35124	December 8, 2021	1982 Chandalar Court	Pelham, AL 35124	x	
Hossain Dowlatabadi	1984 Chandalar Court	Pelham, AL 35124	December 8, 2021	1421 Canyon Lane	Hoover, AL 35244	x	added 2nd address
Dillon Hore	1986 Chandalar Court	Pelham, AL 35124	December 8, 2021	1986 Chandalar Court	Pelham, AL 35124	x	
Harry Lyon	1988 Chandalar Court	Pelham, AL 35124	December 8, 2021	1988 Chandalar Court	Pelham, AL 35124	x	
Harrison Brown	1990 Chandalar Court	Pelham, AL 35124	December 8, 2021	1990 Chandalar Court	Pelham, AL 35124	x	
Richard and Ashlyn Riley	1992 Chandalar Court	Pelham, AL 35124	December 8, 2021	1992 Chandalar Court	Pelham, AL 35124	x	
Randall Nelms	1994 Chandalar Court	Pelham, AL 35124	December 8, 2021	1994 Chandalar Court	Pelham, AL 35124	x	
Steven and Sharon Abbott	1996 Chandalar Court	Pelham, AL 35124	December 8, 2021	1996 Chandalar Court	Pelham, AL 35124	x	
David and Tiffany Gray	2666 Chandalar Lane	Pelham, AL 35124	December 8, 2021	2666 Chandalar Lane	Pelham, AL 35124	x	
Brett and Guhana Hanley	1913 Chandaway Court	Pelham, AL 35124	December 8, 2021	1913 Chandaway Court	Pelham, AL 35124	x	
Guntram Anderik	1953 Chandaway Drive	Pelham, AL 35124	December 8, 2021	1953 Chandaway Drive	Pelham, AL 35124	x	
Allison and Anabel Roberts	549 Creeksview Drive	Pelham, AL 35124	December 8, 2021	549 Creeksview Drive	Pelham, AL 35124	x	
Rodriguez and Maria Martinez	553 Creeksview Drive	Pelham, AL 35124	December 8, 2021	553 Creeksview Drive	Pelham, AL 35124	x	
Heather McPhillips	557 Creeksview Drive	Pelham, AL 35124	December 8, 2021	557 Creeksview Drive	Pelham, AL 35124	x	
Octaviano Gonzalez	600 Creeksview Drive	Pelham, AL 35124	December 8, 2021	600 Creeksview Drive	Pelham, AL 35124	x	
Janet Lee	608 Creeksview Drive	Pelham, AL 35124	December 8, 2021	6913 Cahawba Ct	Columbia, MD 21045	x	added 2nd address
Mohammad and Soutan Rastegar	620 Creeksview Drive	Pelham, AL 35124	December 8, 2021	620 Creeksview Drive	Pelham, AL 35124	x	
Lauren Nicholson	621 Creeksview Drive	Pelham, AL 35124	December 8, 2021	1857 Buttercup Dr	Birmingham, AL 35226	x	added 2nd address
Randy and Malloyy Hodge	629 Creeksview Drive	Pelham, AL 35124	December 8, 2021	629 Creeksview Drive	Pelham, AL 35124	x	
Derek and Sandra Luquire	500 Creeksview Terrace	Pelham, AL 35124	December 8, 2021	270 Doug Baker Blvd, Suite 700-387	Birmingham, AL 35242	x	added 2nd address

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

Master Copy of
substantial damage
letter.

DATE

John Doe
10000 Main Street
Pelham, AL 35124

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

Dear Homeowner:

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

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

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

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

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

What are your next steps?

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

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

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

Sincerely,

Chris Cousins
Acting City Engineer

C: André Bittas

Dangerous Building Summary

Property Location:

1957 Chandalar Ct Pelham, AL 35124

1959 Chandalar Ct Pelham, AL 35124

1961 Chandalar Ct Pelham, AL 35124

Timeline:

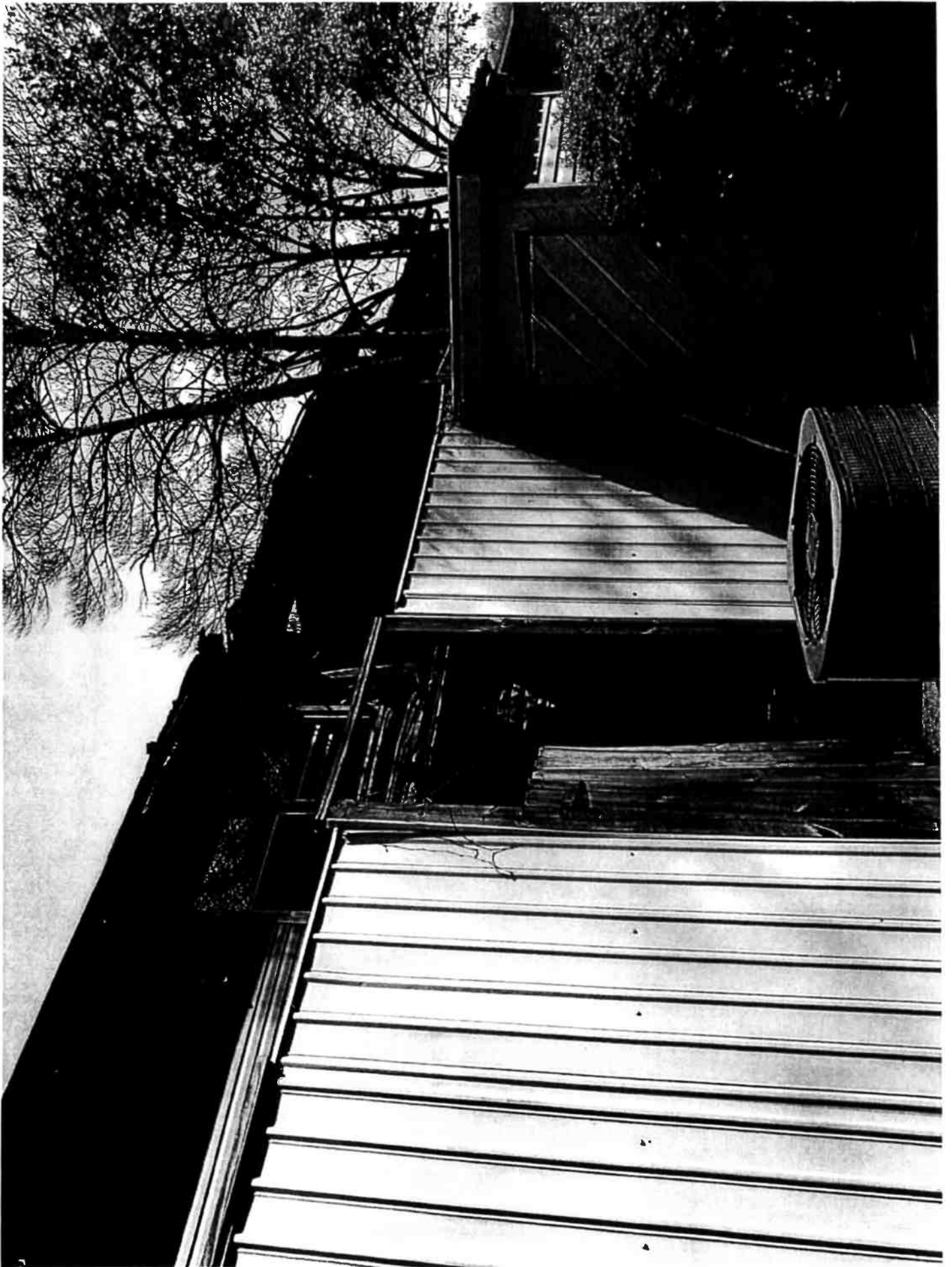
Fire Occurred: November 26, 2023

Certified Notice Sent Out: March 7, 2024

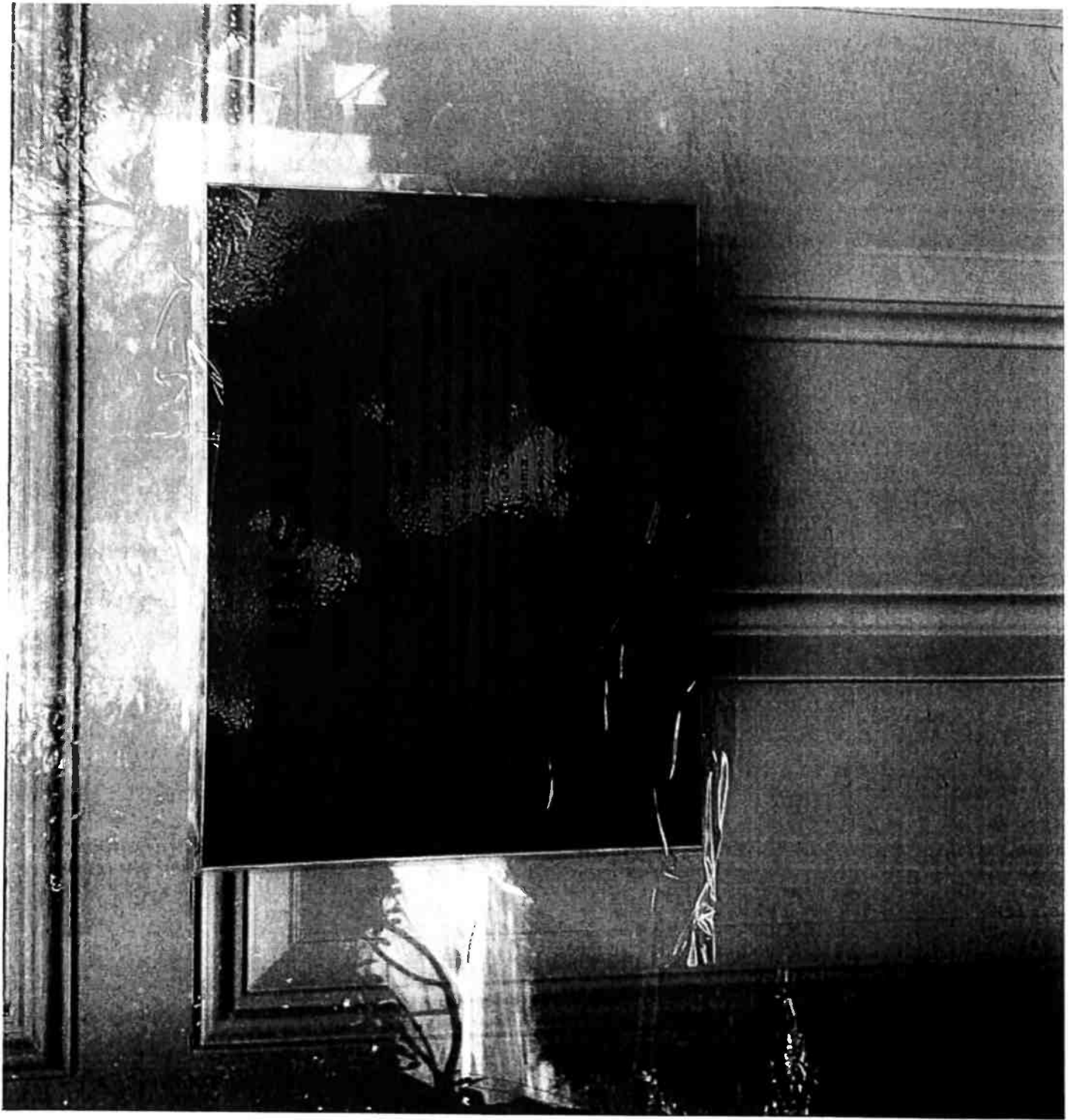
Unsafe Building Notice Posted: March 20, 2024







**1957 Chandalar Ct
Pelham, AL 35124**





Pelham
A path apart

Development Services
& Public Works
205 620 6411

March 7, 2024

Mr. Joe Stewart,

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

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

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

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

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

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

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

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

Sincerely,



Levis Peters, ICC

Building Official

Office: 205.620.6510

www.pelhamalabama.gov



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

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

Certified Mail Fee		3-18-24 Postmark Here
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____	
<input type="checkbox"/> Return Receipt (electronic)	\$ _____	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____	
<input type="checkbox"/> Adult Signature Required	\$ _____	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____	
Postage	Joe Stewart	
Total Postage and Fees	Perham HL	

Sent To _____

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

City, State, ZIP+4® _____



**DON ARMSTRONG, ACTA
PROPERTY TAX COMMISSIONER**

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

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

JACOB TIDMORE
PROPERTY TAX ADMINISTRATOR

Printed on 8/22/2024

2023 TAX STATEMENT

Owner

STEWART JOE

Mailing Address

1957 CHANDALAR CT
PELHAM AL 35124

PARCEL INFORMATION

Parcel Number 13 1 01 4 401 001 020
Receipt Number 39504
Account Number 11300851
Tax Year 2023
Tax & Cost \$1,069.12
Escaped Taxes Due \$0.00
Amount Paid \$1,069.12
Total Due \$0.00
Due Date 2023-10-01T00:00:00.000Z

ASSESSMENT INFORMATION

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



VALUATION SUMMARY

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

TAX BREAKDOWN

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

PAYMENT INFORMATION

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

Current Due	\$1,069.12
Fees	\$0.00
Payments	\$1,069.12
Back Taxes	\$0.00
TOTAL DUE	\$0.00
Due Date	2023-10-01T00:00:00.000Z

1959 Chandalar Ct
Pelham, AL 35124



03-20-2024 02:44 PM
68

DO NOT DISTURB

STOP

TOP

205-

HARRISVILLE, OHIO
1890



Pelham

A path apart

Development Services
& Public Works
205 620.6411

March 7, 2024

Mrs. Jennifer Jordan

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

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

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

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

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

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

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

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

Sincerely,



Levis Peters, ICC

Building Official

Office 205.620.6510

www.pelhamalabama.gov



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Jennifer Jordan
 1959 Chandalaw Ct
 Pelham AL 35124



9590 9402 8510 3186 0099 17

2. Article Number (Transfer from service label)

9589 0710 5270 1552 5339 82

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 X *[Signature]* Address

B. Received by (Printed Name) C. Date of Delivery
Eddie D. McChen 3/18/24

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

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

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

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

Certified Mail Fee

\$

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

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

Postage

\$

Total Postage and Fees

\$

Sent To

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

City, State, ZIP+4®

3-15-24

Postmark
Here

Jennifer Jordan
Rehnum AL



**DON ARMSTRONG, ACTA
PROPERTY TAX COMMISSIONER**

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

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

JACOB TIDMORE
PROPERTY TAX ADMINISTRATOR

Printed on 8/22/2024

2023 TAX STATEMENT

Owner

JORDAN JENNIFER

Mailing Address

1959 CHANDALAR CT
PELHAM AL 35124

PARCEL INFORMATION

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

ASSESSMENT INFORMATION

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



VALUATION SUMMARY

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

TAX BREAKDOWN

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

PAYMENT INFORMATION

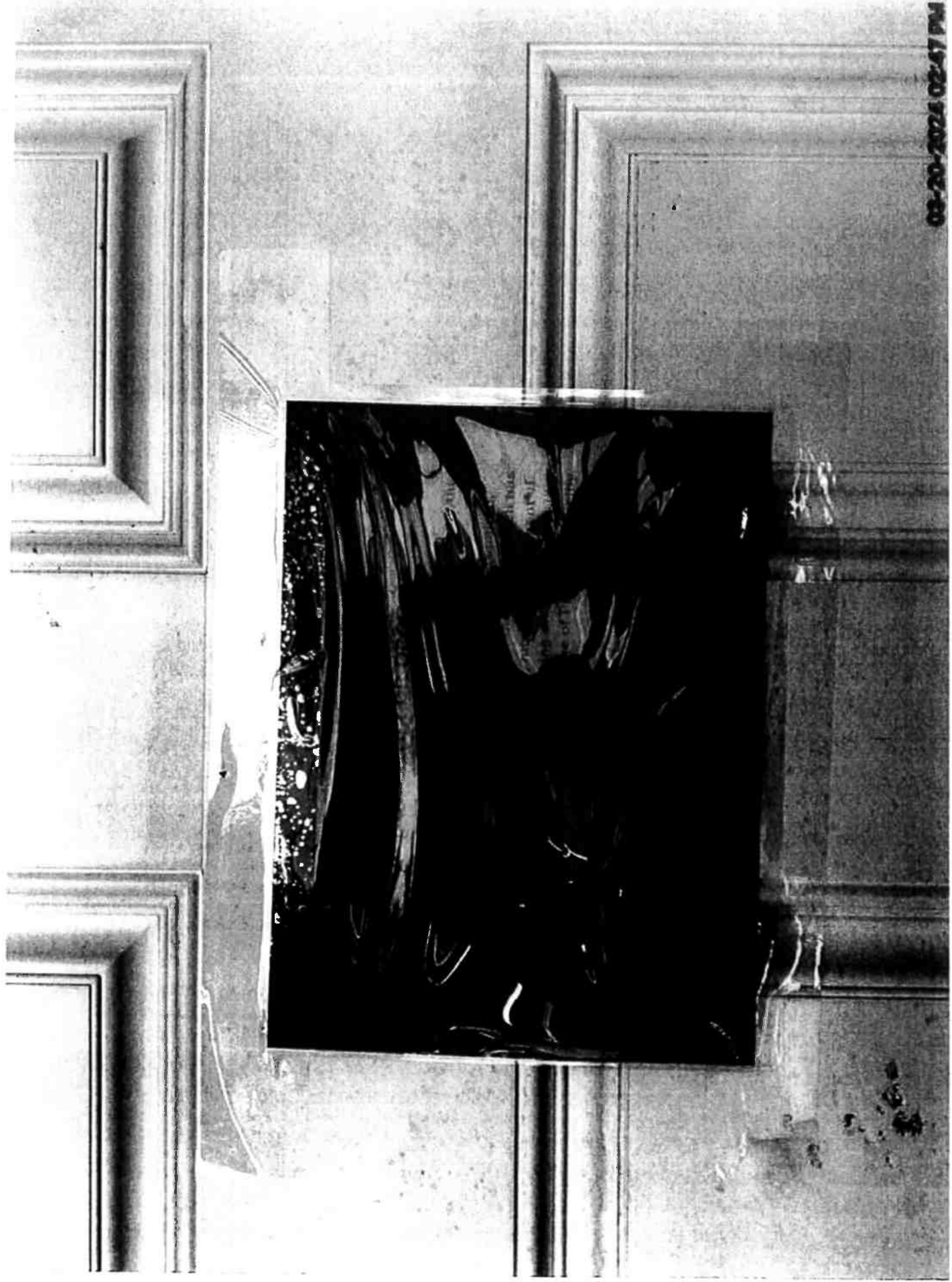
Receipt No	Paid By	Payment Date	Amount Paid
39494	WALCOT LLC	04/09/2024	\$869.94

Current Due	\$788.40
Fees	\$81.54
Payments	\$869.94
Back Taxes	\$0.00
TOTAL DUE	\$0.00

Due Date 2023-10-01T00:00:00.000Z

1961 Chandalar Ct
Pelham, AL 35124

09-20-2024 02:47 PM





Pelham

A path apart

Development Services
& Public Works
205 620 6411

March 7, 2024

Metro Investments LLC C/O Jonathan Rivera

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

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

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

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

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

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

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

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

Sincerely,



Levis Peters, ICC

Building Official

Office: 205.620.6510

www.pelhamalabama.gov



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 8510 3186 0099 48

2. Article Number (Transfer from service label)

9589 0710 5270 1552 5339 75

PS Form 3811, ~ '0-0. ~ .9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 X *[Signature]* Addressee

B. Received by (Printed Name) C. Date of Delivery
~~Jonathan Rivera~~ *Jonathan Rivera* 3/18/24

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

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

Domestic Return Receipt

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

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

Certified Mail Fee

\$

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

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

Postage

\$ Micro Dwy

Total Postage and Fees

\$ Pelham AL

Sent To

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

City, State, ZIP+4®

3-15-24

Postmark
Here



**DON ARMSTRONG, ACTA
PROPERTY TAX COMMISSIONER**

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

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

JACOB TIDMORE
PROPERTY TAX ADMINISTRATOR

Printed on: 8/27/2024

2023 TAX STATEMENT

Owner

METRO INVESTMENTS LLC
C/O RIVERA JONATHAN

Mailing Address

700 LANDSDOWNE WAY 106
NORWOOD MA 02062

PARCEL INFORMATION

Parcel Number 13 1 01 4 401 001 009
Receipt Number 39493
Account Number 11300840
Tax Year 2023
Tax & Cost \$1,620.52
Escaped Taxes Due \$0.00
Amount Paid \$1,620.52
Total Due \$0.00
Due Date Paid on 11/14/2023

ASSESSMENT INFORMATION

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



VALUATION SUMMARY

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

TAX BREAKDOWN


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

PAYMENT INFORMATION

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

Current Due	\$1,620.52
Fees	\$0.00
Payments	\$1,620.52
Back Taxes	\$0.00
TOTAL DUE	\$0.00

Due Date Paid on 11/14/2023

 Outlook

1963 Chandalar Ct

From Michael Eddington <meddington@pelhamalabama.gov>

Date Thu 11/30/2023 11:42 AM

To Kelsey Cunningham <kcunningham@pelhamalabama.gov>

Cc Levis Peters <lpeters@pelhamalabama.gov>

Fire/water Damage

The property owner came in to apply for building permit. It's questionable based on flood plain issues. I told him to go ahead and apply for permit with the estimated costs and proposed repairs and we would evaluate.

I told him he could not do any work including demo without a permit. He could run fans and spray antibacterial/anti-mold cleaner.



Michael Eddington, P.E.
City Engineer/Deputy Director
Development Services & Public Works
City of Pelham, Alabama
Phone: [205.620.6408](tel:205.620.6408)
Cell: [205.894.1050](tel:205.894.1050)
meddington@pelhamalabama.gov
www.pelhamalabama.gov
www.explorepelhamal.com

 Outlook

Re: 1963 Chandalar Ct.

From Kelsey Cunningham <kcunningham@pelhamalabama.gov>

Date Tue 12/5/2023 10:33 AM

To Levis Peters <lpeters@pelhamalabama.gov>

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

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

Thank you,



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



From: Levis Peters <lpeters@pelhamalabama.gov>

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

To: Kelsey Cunningham <kcunningham@pelhamalabama.gov>

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

Subject: 1963 Chandalar Ct.

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



Pelham

A path apart.

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

RESOLUTION 2026-04-09-10



Setting a Public Hearing to Consider the Revocation of a Business license for Property Located at 1902 Highway 31 South – Seigel Select

WHEREAS, the City of Pelham, Alabama has issued a business license for the operation of a hotel located at 1902 Highway 31 South, currently operating as Siegel Select Birmingham II; and

WHEREAS, the property was originally developed and operated as a hotel beginning in 1992 and is currently zoned M-1 (Light Industrial District); and

WHEREAS, under prior versions of the City’s zoning ordinance, hotel and motel uses were permitted as transient lodging uses, but residential uses such as apartments were not permitted; and

WHEREAS, under the current zoning ordinance adopted in 2025, hotel use is no longer permitted in the M-1 district, and the existing use continues only as a legal nonconforming use; and

WHEREAS, the business is currently licensed under NAICS classification 72111 for hotels and motels, which applies to transient lodging of less than 180 consecutive days; and

WHEREAS, Section 5-10 of the Pelham Code of Ordinances specifies a separate business license is required for each location where a business operates within the City, except for mobile food units as otherwise provided. Additionally, businesses must obtain a separate license for each NAICS-classified line of business that generated more than 10% of total gross receipts in the prior year, with each license covering only the receipts from that specific activity and if a secondary line of business generates less than 10% of gross receipts, those revenues are included under the primary business license rather than requiring a separate license; and

WHEREAS, as part of routine audits conducted by the City’s Finance Department, evidence has been identified indicating that a substantial portion of the property is being used for long-term residential occupancy rather than transient lodging; and

WHEREAS, audit findings indicate that a significant percentage of occupants have resided at the property for periods exceeding 180 days, with an average length of stay substantially exceeding typical transient lodging durations; and

WHEREAS, the audit findings determined the revenue generated from the extended stays have caused the revenues of the business to exceed the 10% total gross receipts threshold for the business type, as previously defined herein; and

WHEREAS, additional evidence suggests the business allows flexible and recurring payment arrangements consistent with residential occupancy and does not utilize traditional lease agreements, while permitting indefinite stays; and

WHEREAS, marketing materials and online listings advertise the property as offering apartment-style living arrangements, including long-term or indefinite residency; and

WHEREAS, statements obtained during on-site inspections further indicate that a portion of occupants reside at the property on a long-term or permanent basis; and

WHEREAS, Section 5-7 of the Pelham Code of Ordinances requires a valid business license for the specific activity being conducted, and prohibits engaging in a business activity different from that for which a license has been issued; and

WHEREAS, Section 5-11 establishes that advertising, business records, and actual business activity constitute prima facie evidence of engaging in a business; and

WHEREAS, the evidence obtained by the City constitutes prima facie evidence that the property is being operated, in part, as a residential apartment use without proper authorization and in violation of the City's zoning and business license ordinances; and

WHEREAS, pursuant to Section 5-13 of the Pelham Code of Ordinances, the City Council may revoke a business license, or the privilege to obtain or renew such license, after notice and public hearing, if the licensee has violated any applicable law or ordinance.

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

1. A public hearing is hereby scheduled for April 23, 2026, at 5:30 p.m., in the Council Chambers of Pelham City Hall, to consider whether the business license issued for the property located at 1902 Highway 31 South should be revoked.
2. The purpose of the hearing shall be to receive evidence and testimony regarding whether the licensee has violated the City's zoning ordinance and business license ordinance by operating a use inconsistent with its licensed hotel classification.
3. The City Clerk/Treasurer and/or Finance Department is hereby directed to provide written notice of the public hearing and the grounds for potential revocation to the licensee in accordance with Section 5-13(b) of the Pelham Code of Ordinances, not less than ten (10) calendar days prior to the hearing.
4. The licensee shall have the opportunity to appear at the hearing, present evidence, and respond to the allegations prior to any final action by the Pelham City Council.
5. Following the public hearing, the Pelham City Council may take such action as authorized by law, including revocation of the business license.

THEREUPON Michael Harris, a councilmember, moved and Michelle Power, a councilmember, seconded the motion that Resolution 2026-04-09-10 be given vote, and said resolution passed by a unanimous vote of all members of the Council present and the President of the Council declared the same passed.

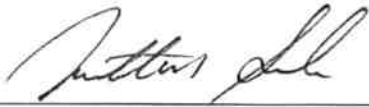
ADOPTED this 9th day of April 2026.



CC COPY

Chad Leverett, President of the Council

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 9th day of April 2026 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 9th day of April 2026.



Jonathan Seale, CMC, City Clerk/Treasurer



 **COPY**



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager
Josh Arnold, City Attorney

FROM: Justin Smith, Assistant City Manager

CC: Jonathan Seale, City Clerk
Jamie Wagner, Finance Director

DATE: April 1, 2026

SUBJECT: Privileged and Confidential: Siegel Select

Background

In 1992, Oak Mountain Lodge opened for business at 1902 Highway 31 South as a locally-owned hotel. This property was sold in 2020 and became part of the Siegel Group and does business as Siegel Select Birmingham II. The Siegel Group is a Nevada company that owns and operates hotels, hotel casinos, short-stay apartments, office buildings, shopping centers, and land for development.

This property is currently zoned M-1, Light Industrial District. Under previous versions of the City of Pelham Zoning Ordinance, use regulations under the M-1 Light Industrial District incorporated any use permitted in the B-2 General Business District by reference. The B-2 uses incorporated any use permitted in the B-1 Local Business District **except** residential uses.

Use as a hotel, motel, or motor court would have been allowed at the time of opening, as they are for transient lodging, not residential use such as an apartment. Residential use, such as an apartment, would not have been permitted.

The property is currently licensed to operate under 72111- Hotels and Motels (Less than 180 consecutive days). It does not have a license to operate a residential business such as an apartment, and could not obtain one if it desired to operate in that manner under zoning that has been in place since its inception. If this business closed, a hotel could not re-open on the site as that is not permitted under the current definition of M-1 adopted in the 2025 zoning ordinance update. It may continue to operate as a hotel on that site as a legal, non-conforming use in the meantime though.

Over the past four years, the City of Pelham has augmented its Finance Department staff and increased its capacity to engage in proactive compliance measures. As part of this, the tax accountant is in the process of systematically auditing all hotels in the City of Pelham.

In the course of the audits, he reviewed information that indicates that a substantial portion of the property is operating as an apartment with long-term tenancy, as opposed to a hotel with short-term transient lodging. Some guests/residents have appeared to stay as long as 14 years.

Review of the summary data that was used to prepare the lodgings tax returns showed a wide variety of payment frequency, with some guests appearing to pay monthly, biweekly, weekly, and in some cases multiple times a week. How frequently a guest paid also appeared to vary from month to month, making one payment one month and multiple payments the next (it is important to emphasize that this information comes from the information used for the lodgings tax returns, and had the 6% rate charged. These were not unrelated payments). This summary data also included the number of days a guest had been there, which in some cases was several thousand.

When asked what kind of lodging agreements the business offered other than weekly or monthly, and whether the hotel offered actual leases, the contact stated they did not offer leases and that all guests used the same registration agreement. When asked if the registration agreement allowed for random payments or for a

guest to change how often they paid, the contact stated that while the registration agreement does not specifically allow for flexible payments, they allow them because a "specific rent" is not put into the agreement which allows for that flexibility. A person can pay weekly, bi-weekly, monthly or more. They are also allowed to pay daily but may incur a charge for doing so.

While it was expected that there would be a significant number of guests who exceeded the 180-day limit and would therefore be exempt from lodgings tax, the audit findings did not indicate merely an extended-stay hotel. The combination of random guest payments, no written agreements relating to type of guest or length of stay, and the fact that as of March 31st, 2025 75% of all guests had been there over 180 days with an average length of stay of 671 days seemed to indicate permanent, rather than temporary lodging.

Upon learning this, the city reviewed marketing materials for the business which indicated it was being advertised as an apartment for residential use. (Exhibit A)

"Siegel Select Birmingham II offers affordable options to accommodate your needs. Whether you need a short term weekly apartment, monthly stay, **or need a place to call home** we are as flexible as you need us to be."

"Not sure how long you're staying? No problem! You can stay short term, long term **or forever** at our extended stay apartments. Here at Siegel Select, we offer many pet friendly units (see properties listings for details) with low daily, weekly and monthly rates."

Additionally, it has been discovered that the facility is marketing itself under the "apartments" section of Craigslist.

Additionally, City of Pelham Inspectors on the site have engaged with residents in conversations that provide additional evidence to support the above. (Exhibit B).

Issue

Chapter 5, Article I, Section 5-7 (f) states that "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 \$500.00 for each offense, and if the violation is willful, by imprisonment, not to exceed six 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.”

Section 5-11, goes on to say that prima facie evidence of doing business includes:

- Advertising, signs, websites that promote the business
- Books or Records indicating business activity
- Engaging in any activity for which the state law would enable or authorize the city to require a business license.

In this case, each of the above elements is present, and prima facie evidence exists that the business is conducting a business activity, which is different from the approved and licensed hotel use - which is a violation of city ordinance.

Legal Basis for Action

Section 5-13 of the aforementioned chapter and article, states that “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:

- 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.

Here appears to be clear, that the facility has obtained a license as a hotel, but is operating as an apartment – without the proper license and in violation of both the business license ordinance and the city’s zoning ordinance.

Recommendation

Pursuant to section 5-13(b), we are requesting the city council 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 the reasons set forth above.

The hearing would need to be set at such a time to allow notice of the hearing and grounds for revocation to be served on the licensee by first-class or certified mail, and/or personal delivery at least ten calendar days prior to the hearing.

Unless evidence is received at the hearing that provides evidence contradictory of the research of city staff, staff recommends revocation at the conclusion of that.

Exhibit A

← → ↻ 📄 siegelselect.com/weekly-apartment-in-birmingham-ii/ ☆ 🗂️ 📄 📄 📄 📄 📄

Looking for a weekly apartment rental in Birmingham, AL?

Siegel Select Birmingham II offers affordable options to accommodate your needs. Whether you need a short term weekly apartment, monthly stay, or need a place to call home we are as flexible as you need us to be. We are located on US Hwy 31 S across the street from Waffle House, just minutes away from Downtown near the Pelham area. We also have another location offering short term apartments near Inverness.

Local eateries include Whataburger, Cracker Barrel, Texas Roadhouse, Applebee's, and more. Nearby shopping centers include Publix, Walmart, Aldi, Dollar General, and many more.

Our furnished apartment suites each feature great amenities. These include full kitchenettes, flat screen HD TVs and WIFI access. Additionally, each suite has dressers and hanging closet space. Above all, our utilities and cable TV are free, and bad credit is OK.

Another great feature of Siegel Select is our Siegel Rewards Program. The longer you stay, the more you earn!

*Room rate includes all mandatory fees. A refundable Security Deposit may be required. Payments made via credit card incur a 3% credit card fee. Pricing is dynamic and may change based on room type, occupancy, demand, dates of stay, and length of stay.

Extended Stay Apartments | S... x + Ask Gemini
← → ↻ 📄 siegelselect.com ☆ 🗂️ 📄 📄 📄 📄 📄

<p>Get Rewarded</p> <p>Stay with us. Earn free stuff.</p> <p>SIEGEL REWARDS</p> <p>learn more</p>	<p>We're here for you</p> <p>We're here to help and we care about your feedback.</p> <p>SIEGEL Cares®</p> <p>more details</p>	<p>Corporate/Groups</p> <p>Need to house a construction crew? Employees undergoing training? Employees on assignment? We can help!</p> <p>learn more</p> 
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Extended Stay Apartments Low Daily, Weekly, and Monthly Rates

Siegel Select is the best choice in extended stay apartments. We have affordable rates and convenient locations across the South and Southwest. Our locations include Alabama, Arizona, Florida, Georgia, Kentucky, Louisiana, Mississippi, Nevada, New Mexico, Ohio, Oklahoma, South Carolina, Tennessee, and Texas!

Whether you are traveling for business, looking for temporary or corporate housing or searching for your new home, our Siegel Select extended stay apartments have just what you need. Residents will enjoy amenities including free utilities, cable TV, wireless internet access, pool, laundrymat, rewards program and more!

Not sure how long you're staying? No problem! You can stay short term, long term or forever at our extended stay apartments. Here at Siegel Select, we offer many pet friendly units (see properties listings for details) with low daily, weekly and monthly rates. Bad credit OK! Looking for convenience? We provide all you need to make Siegel Select your new home! Our spacious and newly renovated studio, 1 bedroom and 2 bedroom extended stay apartments are fully furnished. We also offer optional housekeeping and linen services. Staying long-term? Sign up for our Siegel Rewards Program where you can earn points just for staying with us. The longer you stay, the more you earn.

Move in Today! Call 888-233-6428 for more information.

Don't forget to check out our other extended stay apartments with our other brand, Siegel Suites. With flexible stay options, larger unit types available and 30 day minimum stay. You'll have even more locations to choose from in Albuquerque, New Mexico, Tucson, Arizona, San Antonio, Texas, Shreveport, Louisiana, Houston, Texas & several locations in Nevada including Las Vegas and Reno!

CL birmingham, AL > housing > apartments / housing for rent

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reply favorite hide flag share Posted about 24 hours ago

print

S363 / 314ft² - Siegel Rewards Program, Utilities, Parking

1902 U.S. Highway 31, Birmingham, AL 35207



1902 U.S. Highway 31
google map



Siegel Select Birmingham II - Extended Stay Living in Birmingham, AL

Looking for an extended stay with flexible options? Siegel Select offers comfortable furnished units, all utilities included and the convenience of weekly, bi-weekly and monthly payment choices

Call Now: [show contact info](#)

Property Info <https://livesiegelcompanies.com/tab/wg7gd/siegel-select-birmingham-ii>

Features and Amenities

- Free Premium Cable TV
- No Long-Term Lease Required
- Low Weekly & Monthly Payment Options
- Free Utilities
- Fully Furnished
- Special Corporate & Group Rate Housing
- Public Transportation Access
- Flat Screen TVs
- Siegel Rewards Program
- Full Kitchenettes
- Guest Laundromat on Site
- WiFi Access

Free Siegel Rewards Program

Earn points every time you pay rent or refer a friend. Redeem your points for free rent, food, movies, gift cards and more. Terms and conditions apply.

Pet Friendly

Restrictions apply pursuant to applicable state and local laws. Contact office for more details.

Additional Details

Information may change without notice and is not guaranteed. The property may update or correct pricing, availability or details at any time. Rates include mandatory fees only and exclude applicable taxes. A refundable security deposit may be required. Credit card payments incur a 3% processing fee. Pricing varies by unit type, demand, dates of stay and length of stay. Features and amenities may differ by location or unit. All stays are subject to community policies and applicable state and local regulations. Managed by The Siegel Group. Equal Housing Opportunity.

0BR / 1Ba 314ft² available now

open house dates:

- sunday 2026-04-05
- monday 2026-04-06
- tuesday 2026-04-07

rent period: weekly

- cats are OK - purrr
- apartment
- dogs are OK - woof
- laundry on site
- furnished
- off-street parking
- no smoking
- wheelchair accessible
- air conditioning

Exhibit B

BodyCam Transcripts:

March 31, 2026, 7:45 AM:

Siegel Employee: "...I got some good guests that been here for years and my employees live here, yeah, I told you his **** down.....so this is like they home, yeah."

Inspector: "You mean they live here permanently?"

Siegel Employee: "yeah, I mean I got people over 8 years, my house, well, my front desk was Melissa, yeah, she's been there both going on 9 years"

Inspector: "I'm just curious about what percentage of people live here?"

Siegel Employee: "Maybe half or so...half the rooms right now. I'm at 91.9 percent occupancy. But as far as the people that live here permanently, I would say about 50/50...well really about 60/40. Most of them have been here at least a year."

RESOLUTION 2026-04-23-06

Considering the ABC Application by Margarita Grill, LLC
Operating Under the Trade Name Margarita Grill Cinco de Mayo 2026

WHEREAS, the Pelham City Council has considered the ABC application for applicant Margarita Grill, LLC located at 234 Cahaba Valley Road, Pelham, Alabama 35124 and operating under the trade name Margarita Grill Cinco de Mayo 2026.

Margarita Grill Cinco De Mayo 2026

140 - Special Events Retail

Event will be held only on May 5, 2026

No Alcohol Outside of Licensed Area and No To-Go Sales

WHEREAS, Margarita Grill, LLC has requested to enclose the parking lot of their restaurant for the above referenced 2026 event and confirms and agrees to the following:

1. License covers the parking lot and frontage area whether bordering Highway 119 (Cahaba Valley Road) or any other appropriate space within the grounds on the specific date as listed above.
2. All alcohol must be contained in the confined and licensed area of the event.
3. No alcohol "to-go" sales.
4. Margarita Grill, LLC will insure everyone complies with all aspects of the Pelham Noise Ordinances No. 270 and 270-1.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council that the Pelham City Council hereby approves the application as submitted.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-04-23-06 be given vote, and said Resolution passed by a unanimous vote of the Council present and the President of the Council declared the same passed and adopted.

ADOPTED this 23rd day of April 2026.

Chad Leverett, President of the Council

[SEAL]

ATTEST

Jonathan Seale, CMC, City Clerk/Treasurer

I, the undersigned qualified City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City of Pelham, at a regular meeting of such Council held on the 23rd day of April 2026 and that such Resolution is on file in the office of the City Clerk/Treasurer and that no action has been taken to rescind or modify said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 23rd day of April 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: City Manager DiFante
FROM: Chief Ed Delmore
CC: Jonathon Seale, City Clerk/Treasurer
DATE: April 21, 2026
SUBJECT: ABC License Application – Background Investigation

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

The applicant is MARGARITA GRILL LLC., operating under the trade name MARGARITA GRILL CINCO DE MAYO 2026, located at 234 PARKING LOT OF CAHABA VALLEY ROAD, Pelham, AL 35124.

The applicant is requesting a 140 – SPECIAL EVENTS RETAIL

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

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

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

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260326133812752



Type License: 140 - SPECIAL EVENTS RETAIL

State: \$150.00

County: \$150.00

Trade Name: MARGARITA GRILL CINCO DE MAYO 2026

Filing Fee: \$50.00

Applicant: MARGARITA GRILL LLC

Transfer Fee:

Location Address: PARKING LOT OF 234 CAHABA VALLEY RD PELHAM, AL 35124

Mailing Address: 234 CAHABA VALLEY RD PELHAM, AL 35124

County: SHELBY

Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 000 477 960

Do you sell Draft Beer?: N/A

Date Incorporated: 04/19/2006

State incorporated: AL

County Incorporated: SHELBY

Date of Authority: 04/19/2006

Federal Tax ID: 20-4762285

Alabama State Sales Tax ID: SLSR000080311

Name: Title: Date and Place of Birth: Residence Address:

Name:	Title:	Date and Place of Birth:	Residence Address:
JAVIER E JEREZ 6690055 - AL	MEMBER	05/10/1965 NICARAGUA	3240 WAGON GAP TRAIL VESTAVIA HILLS, AL 35216

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

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

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

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

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260326133812752



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

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

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

Contact Person: JAVIER JEREZ
Business Phone: 205-982-7281
Fax: 205-982-7720

Home Phone: 205-329-5209
Cell Phone: 205-329-5209
E-mail: MARGARITAGRILL@ICLOUD.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: MARGARITA GRILL CINCO DE MAYO 2 Previous Vendor Number: 23258
Applicant: MARGARITA GRILL LLC



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260326133812752



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

Name of Property owner/lessor and phone number: MBK II LLC 615-473-0433

What is lessors primary business? FINANCIAL INVESTMENTS

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

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

Does the premise have a fully equipped kitchen? YES

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

Does the establishment have restroom facilities? YES

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

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

Building Dimensions Square Footage: 6300

Display Square Footage:

Building seating capacity: 250

Does Licensed premises include a patio area? YES

License Structure: SINGLE STRUCTURE

License covers: OTHER

Number of licenses in the vicinity:

Nearest:

Nearest school: 0 miles

Nearest church: 0 miles

Nearest residence:

Location is within: CITY LIMITS

Police protection: CITY



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260326133812752**



Initial each

JJ
 JJ

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

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

JJ

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

JJ

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

X

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

X

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

JJ

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

JJ

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

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

JJ

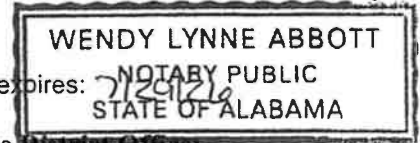
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Javier Jerez

Signature of Applicant: [Signature]

Notary Name (print): Wendy Abbott

Notary Signature: [Signature]



Application Taken: 5/31/26 App. Inv. Completed:
Submitted to Local Government:
Received in District Office: Reviewed by Supervisor:

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



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20260326133812752

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

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

Number of paid up members:

Are meetings regularly held? N/A

How often?

Is business conducted through officers regularly elected? N/A

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

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

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less? N/A

More than 30 days? N/A

Franchisee or Concessionaire of above? N/A

Other valid responsible organization: N/A

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 05/05/2026 Ending Date: 05/05/2026

Special terms and conditions for special event/special retail:

NO ALCOHOL OUTSIDE OF LICENSED AREA AND NO TO GO SALES.

Other Explanations

License Covers: PARKING LOT AND FRONTAGE AREA WHETHER BORDERING HWY 119 OR ANY OTHER APPROPRIATE SPACE WITHIN THE GROUNDS

Are there any special restrictions, instructions, and/or conditions for this license?: NO ALCOHOL OUTSIDE OF LICENSED AREA. NO TO GO SALES.

Receipt Confirmation Page

Receipt Confirmation Number: 20260326133812752
Application Payment Confirmation Number: 117110148

Payment Summary	
Payment Item	Fee
Application Fee for License License 140	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
140 - SPECIAL EVENTS RETAIL	\$150.00	\$150.00	\$300.00
Total Amount to be Charged	\$150.00	\$150.00	\$300.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL
License Type 2:
License Type 3:
License Type 4:
License Type 5:
License Type 6:
License Type 7:
License Type 8:
License Type 9:
License Type 10:
License County: SHELBY
Business Type: LLC
Trade Name: MARGARITA GRILL CINCO DE MAYO 2026
Applicant Name: MARGARITA GRILL LLC
Location Address: PARKING LOT OF 234 CAHABA VALLEY RD
PELHAM, AL 35124
Mailing Address: 234 CAHABA VALLEY RD
PELHAM, AL 35124
Contact Person: JAVIER JEREZ
Contact Home Phone: 205-329-5209
Contact Business Phone: 205-982-7281
Contact Fax: 205-982-7720
Contact Cell Phone: 205-329-5209
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: OWNER



City of Pelham

ABC Liquor License Request

Department Review and Recommendation Form

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

Business Name: Margarita Grill - Cinco De Mayo 2026 Business Phone: 205-982-7281

Business Address: 234 Cahaba Valley Road, Pelham, AL 35124

Business Email: margaritagrill@icloud.com

Business Owner/Applicant: Javier Jerez Phone: 205-329-5209

Owner/Applicant Email: margaritagrill@icloud.com

Type of Business: Restaurant

Description of Business: Restaurant

Police Department Name Base Search Complete Yes No


Remarks: Negative Results

Police Representative Signature:  Date: 04-03-2026

Fire Department Recommend Approval Yes No

Date of Last Inspection: 2/2026

Remarks: _____

Fire Representative Signature:  Date: 04-20-2026

Zoning Department Recommend Approval Yes No

Zoning Classification: B-2 Corridor Overlay District Yes No

Additional Requirements for certain business types: Y N

Remarks: No zoning concern.

Zoning Representative Signature:  Date: 04-21-2026

Business License Recommend Approval Yes No

Type of Current of License: REST.LICENSE (if applicable)

Remarks: _____

License Representative Signature:  Date: 04-21-2026

Building Department

Recommend Approval Yes No

Permit Issues Yes No

Stop Work Order Yes No

Remarks: _____

Building Representative Signature:  Date: 04-21-2026
eSigned via GovOS.com
Key: 5125074a-c2a8-4611-a5d3-ba71161a7028

Water/Sewer Department

Recommend Approval Yes No

Account Current Yes No

History of non-payment Yes No

Remarks: _____

Water Representative Signature:  Date: 04-21-2026
eSigned via GovOS.com
Key: 15b0286-6796-443c-918a-29ed01ce716c

Finance/Tax

Recommend Approval Yes No

Account Current Yes No NA

History of non-payment Yes No

Remarks: _____

Finance Representative Signature:  Date: 04-21-2026
eSigned via GovOS.com
Key: 5db2999-53d3-44d7-af4d-2342ba736bd1