



CITY COUNCIL MEETING AGENDA

Pelham City Hall – Council Chambers

May 7, 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 May 7, 2026 City Council Agenda
- 2. Approval of the April 23, 2026 Regular Council Meeting Minutes
- 3. **Resolution 2026-05-07-01** for consideration to accept a proposal from and enter into an agreement with Engineering Design Group, LLC for survey services related to the Indian Crest Waterline Extension and Backup Project. This project was budgeted for FY2026.
- 4. **Resolution 2026-05-07-02** for consideration to authorize a lighting services agreement with Alabama Power Company for streetlights within the Silver Ridge Subdivision Phases 1a and 2a.
- 5. **Resolution 2026-05-07-03** for consideration to accept a proposal from and enter into an agreement with Skipper Consulting, Inc. for traffic signal design and intersection improvements at CR-11 and Grey Oaks Parkway. This project was budgeted for FY2026.
- 6. **Resolution 2026-05-07-04** for consideration to accept the annual Municipal Water Pollution Prevention (MWPP) Program Report

7. **Resolution 2026-05-07-05** for consideration to authorize an engagement agreement with Copperwing Design, LLC for 2026 Summer Marketing Support. This expense was budgeted for FY2026.

F. Mayor's Report/Comments

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

H. Report by the City Manager

I. Report by the City Attorney

J. Public Hearing(s)

1. To 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

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 2026-05-07-06** for consideration to appoint a citizen to the Pelham Board of Education Place No. 3
2. **Resolution 2026-05-07-07** for consideration to condemn substantially damaged buildings located along Chandalar Court in Pelham, Alabama
3. **Resolution 2026-05-07-08** for consideration to revoke the business license for property located at 1902 Highway 31 South currently operating as Siegel Select Birmingham II in Pelham, Alabama

N. Public Comments

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

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

O. City Council Comments

P. Public Announcements

1. The 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.
2. The annual Pelham Palooza will be held on Saturday, May 16, 2026 from 10:00 a.m. to 3:00 p.m. at Pelham City Park. This event is free to the public and features local artisans, live music, food trucks, family friendly activities and more.

Q. Adjournment

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



CITY COUNCIL MEETING MINUTES

**Pelham City Hall
City Council Chambers
April 23, 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 23, 2026
Time: 5:30 p.m.
Place: Pelham City Hall – City Council Chambers
Present: Councilmember Michelle Power
Councilmember Christine Townes
President of the Council Pro Tempore Markus Hal Snowden
Councilmember Michael Harris
Mayor Rick Wash

Not Present: President of the Council Chad Leverett

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

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

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 2026-04-23-06 to the April 23, 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 Pro Tempore 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 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**)

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

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

There being no further discussion, Council President Pro Tempore Snowden 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>Not Present</u>
Michelle Power, Council Member	<u>Yes</u>
Christine Townes, Council Member	<u>Yes</u>
Markus Hal Snowden, Council President Pro Tempore	<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 Pro Tempore declared the same passed and adopted.

MAYOR'S REPORT/COMMENTS

Mayor Wash stated the Pelham Strong Walk & 5K and Home Run Derby were great events over the weekend. He said they were able to honor former Mayor Gary Waters as the recipient of the inaugural Hometown Hero Award. He said it was a great day especially after the Pelham Police Department defeated the Pelham Fire Department for the first time in the Home Run Derby.

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

1. Proclaiming April 2026 as National Child Abuse Prevention Month in Pelham, Alabama

Mayor Wash presented the Proclamation to representatives from Owens House.

REPORT BY THE CITY MANAGER

City Manager Gretchen DiFante celebrated and recognized the retirement of Lt. Steve Johnson. She stated she sincerely appreciated his leadership during the times of transition in the Police Department. Police Chief Ed Delmore and Deputy Chief Kevin Davis presented Lt. Johnson with his badge and a plaque and thanked him for his 25 years of dedicated service to the City of Pelham.

1. Department Report – Pelham Police

Police Chief Ed Elmore provided an update on departmental initiatives, including the Criminal Enforcement Award program. He noted the award program is designed to recognize officers for proactive enforcement efforts while reinforcing the department's commitment to maintaining a safe community and deterring criminal activity. Under the program, officers receive points for self-initiated felony arrests, with those accumulating ten or more points eligible for the Criminal Enforcement Award. Chief Delmore noted that Officer Traylor recently received the award.

Chief Delmore also discussed the department's upcoming Youth Academy, an initiative aimed at fostering positive relationships between law enforcement and the community. He referenced the longstanding success of similar programs, including those pioneered by Bob Brandkamp, and noted the program is being coordinated locally with support from partnering organizations. The academy is scheduled for June 8-12, with registration opening in early May. The program will provide participants with insight into law enforcement operations, including interactions with guest speakers and members of the judicial system, with the goal of promoting understanding, building trust, and encouraging future interest in law enforcement careers.

Additionally, Chief Delmore addressed ongoing recruitment efforts, noting the continued challenge of attracting qualified candidates. He explained that the Department has enhanced its recruitment strategy through updated videos and targeted social media outreach aimed at broader geographic areas. These efforts are intended to highlight the department's mission and attract individuals who are well-suited for a career in law enforcement.

REPORT BY THE CITY ATTORNEY – None

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.

Councilmember Harris made a motion to recess the April 23, 2026 city council meeting for the purpose of holding two (2) public hearings, for which proper notice has been given. Councilmember Townes seconded the motion.

There being no further discussion, the motion passed by unanimous voice vote of those members of the city council present and the President of the Council Pro Tempore declared the same passed and the city council meeting recessed at 5:59 p.m.

Council President Pro Tempore Snowden called the first public hearing to order for the purpose of hearing testimony regarding the condemnation of substantially damaged buildings located along Chandalar Court in Pelham, Alabama.

City of Pelham Building Official Levis Peter provided an explanation and history of the property.

Council President Pro Tempore Snowden asked for those speaking in favor of the condemnation to come forward.

Speaking in favor:

- Eddie McClain – 1900 Chandalar Court, Pelham, AL 35124

Council President Pro Tempore Snowden asked for those speaking against the condemnation to come forward.

- None

There being no further discussion, Council President Pro Tempore Snowden announced the first public hearing had concluded.

Council President Pro Tempore Snowden called the second public hearing to order for the purpose of hearing testimony regarding the revocation of a business license for property located at 1902 Highway 31 South, currently operating as Siegel Select Birmingham II in Pelham, Alabama.

City of Pelham Attorney Josh Arnold, Assistant City Manager Justin Smith, and Finance Director Jamie Wagner provided an overview of the facts of the case against Siegel Select Birmingham II.

Council President Pro Tempore Snowden asked for those speaking in favor of the revocation to come forward.

- None

Council President Pro Tempore Snowden asked for those speaking against the revocation to come forward.

Speaking against:

- Jeff Pino, Attorney for Siegel Select Birmingham II – 363 Canyon Park Dr, Pelham, AL 35124
- Elizabeth Ann Meadows White – Resident of Siegel Select Birmingham II
- Darla – Resident of Siegel Select Birmingham II
- Katie Candolfie – Employee and resident of Siegel Select Birmingham II
- Jason Wingard – Resident of Siegel Select Birmingham II
- Charles McPherson, Jr. – Resident of Siegel Select Birmingham II

There being no further discussion, Council President Pro Tempore Snowden announced the second public hearing had concluded and called the April 23, 2026 city council meeting back to order at 6:59 p.m.

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 2026-04-23-06** 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 was introduced by Council President Pro Tempore Snowden.

A representative of the applicant was present and noted this is an annual event held by Margarita Grill.

Councilmember Townes made a motion to approve and adopt Resolution 2026-04-23-06. Councilmember Harris seconded the motion.

There being no further discussion, the motion to adopt Resolution 2026-04-23-06 passed by a unanimous voice vote of those members present and the President of the Council Pro Tempore declared the same passed and adopted.

PUBLIC COMMENTS

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

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.

- Tom Robinson - 572 Cahaba Manor Drive, Pelham, AL 35124 – Spoke in high regard of the Pelham Police Department following a recent incident in their neighborhood.
- Jacob Tidmore – Regarding his campaign for Shelby County Property Tax Commissioner

CITY COUNCIL COMMENTS

Councilmember Power expressed her appreciation to those who spoke tonight and noted the city council values public input. She acknowledged comments shared during the meeting and commended recent community efforts and events, including those associated with Owens House, the Police Youth Academy, the Pelham Police Department, and the Pelham Strong Walk & 5K held over the weekend.

Councilmember Townes thanked everyone for attending tonight and noted the city council has several important matters to thoughtfully consider. She said she was excited for Margarita Grill and their upcoming

Cinco de Mayo celebration. She also highlighted the success of the Pelham Strong Walk & 5K, the Home Run Derby, and the Paul Revere One-Mile Midnight Run.

Council President Pro Tempore Snowden thanked those in attendance tonight for their presence and participation, noting the importance of respectful engagement regardless of differing viewpoints. He emphasized the city council is committed to actively listening to all perspectives and fostering a constructive and considerate dialogue.

Councilmember Harris thanked everyone for coming out tonight. He thanked Margarita Grill for continuing their annual Cinco de Mayo event. He said having come from a firefighter family, he hoped Chief Reid and the Fire Department would have a better performance next year during the Home Run Derby after losing for the first time to the Pelham Police Department.

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.

ADJOURNMENT

With no other business before the city council, Councilmember Townes moved to adjourn the council meeting and Councilmember Harris seconded the motion. By voice vote the motion passed unanimously by those members present and the meeting was adjourned at 7:15 p.m.

Respectfully submitted this 23rd day of April 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

Markus Hal Snowden
President of the Council Pro Tempore

[SEAL]

RESOLUTION 2026-05-07-01

Authorizing a Professional Services Agreement with Engineering Design Group, LLC for Surveying Services

WHEREAS, the City of Pelham has identified the need for a proposed water main extension to provide an additional backup water supply source to the Highway 119 area in the event the Campbell Ridge well is out of service; and

WHEREAS, Engineering Design Group, LLC has submitted a proposal to provide surveying services for the proposed water main extension beginning near the intersection of State Park Road and County Road 35, running through a portion of Oak Mountain State Park, and extending to the existing water main located at Indian Springs School; and

WHEREAS, the scope of services includes surveying services necessary to provide boundary line ties, a legal description of the proposed route, and legal descriptions of the proposed route through individual tracts as needed.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council that the Mayor is hereby authorized, on behalf of the City of Pelham, to enter into a professional services agreement with Engineering Design Group, LLC, for surveying services related to the proposed water main extension, in accordance with the proposal submitted.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-05-07-01 be given vote, and said Resolution passed by a unanimous vote of all members of the Council present and the President of the Council declared the same passed.

ADOPTED this 7th day of May 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 7th day of May 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 7th day of May 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 27, 2026
RE: Indian Crest Tank backup water line

Attached is the proposal from EDG to provide surveying services for the proposed water main extension. This will provide a backup water supply source to the HWY119 area in the event the Campbell Ridge well is out of service.

The project is budgeted in the FY2026 budget.



March 4, 2026

City of Pelham
3162 Pelham Parkway
Pelham, Alabama 35124

Attn: Andrew Golden

Re: Indian Crest Waterline Extension, Pelham, Alabama

Dear Andrew,

Engineering Design Group, LLC is pleased to submit this proposal of survey services for the subject project.

It is our general understanding that we will provide surveying services for a proposed water line extension beginning at the intersection of State Park Road and CR-35 running through a portion of Oak Mountain State Park to the end of the existing watermain located at Indian Springs School. We will provide the necessary surveying services to provide, boundary line ties, legal description of the entire proposed route, and legal descriptions of the proposed route through individual tracts as needed. Listed below in Section 1.0 are detailed task items we will provide.

Attachments: Hourly Rate Schedule and Site Map

1.0 Scope of Services

1.1 Re-Establish Boundary Lines

Engineering Design Group will re-establish the isolated boundary lines that are adjacent and crossing the proposed waterline extension. The boundary line information collected will be used in providing legal descriptions to be used in acquiring a 30 foot waterline easement. See attached Site Map for the limits or re-establishing the boundary lines.

1.2 Extension Route Survey

Engineering Design Group will conduct an Extension Route Survey consisting of approximately 11,000 linear feet beginning at the intersection of State Park Road and CR 35 and extending to the north and east to Bob White Drive located in Indian Springs. (See attached Site Map for Limits) We will ground-run the proposed route and tie existing boundary lines to the proposed route. Reference points and offset points will be established at the ends and intersection points of the proposed route.

It is our understanding you will provide the final location of the proposed centerline, location relative to Alabama's State Plane Coordinate System.

1.3 Exhibits and Legal Descriptions

Engineering Design Group will provide an exhibit and a legal description depicting the placement of the overall waterline easement in its entirety. In addition, we will provide additional exhibits and legal descriptions for each tract where the easement will be acquired from multiple landowners along the route.

1.4 Miscellaneous Survey Services

Engineering Design Group will provide miscellaneous surveying during the project. These services will include, but not limited to, additional land ties, exhibits, calculations, construction stakeout, meetings, coordination etc. These services will be provided at your request and will be billed hourly in accordance with the attached Hourly Rate Schedule.

1.5 Additional Services

Any service need that arises and is required but has not been included in our original scope of services will be performed on an hourly basis according to the fee schedule attached to this proposal. We will discuss with the Client any additional services prior to performing the services. We and not proceed with additional services without the Client's approval.

Exclusions

Items specifically **NOT INCLUDED** in this scope of work:

- ALTA/NSPS Requirements
- Individual Boundary Surveys
- Individual Tree Locations
- Topographic Locations

2.0 Budgetary Estimates for Each Task Item:

Engineering Design Group, LLC's fee for the scope of services outlined in Part 1.0 is as follows:

2.1 Re-Establish Boundary Lines	\$15,700.00 Lump Sum
2.2 Extension Route Survey	\$12,500.00 Lump Sum
2.3 Exhibits and Legal Descriptions	\$3,500.00 Lump Sum
2.4 Miscellaneous Survey Services	\$5,000.00 Not to Exceed

Engineering Design Group, LLC can commence work immediately upon receipt of your written authorization to proceed. If this proposal is acceptable, please authorize Engineering Design Group LLC to proceed with the above Scope of Services by signing in the appropriate location and returning a copy to Engineering Design Group, LLC.

Sincerely,

Engineering Design Group LLC



Rodney K. Cunningham, P.L.S.
Vice President

"This cost proposal is accepted as written and Engineering Design Group LLC is hereby authorized to commence the work as described in the above Scope of Services"

By: _____
Title: _____
Date: _____

HOURLY RATE SCHEDULE AND REIMBURSABLE EXPENSES

Personnel time for additional services covered under this agreement will be invoiced based on the following Rate Schedule. These Rates are subject to adjustment on January 1st of each year.

Engineering Rate Schedule

- Principal in Charge \$180.00 per hour
- Project Manager \$155.00 per hour
- Senior Design Engineer \$145.00 per hour
- Project Engineer \$125.00 per hour
- Engineering Drafter \$105.00 per hour
- Expert Witness \$300.00 per hour

Surveying Rate Schedule

- Professional Land Surveyor \$150.00 per hour
- Field Crew \$175.00 per hour
- * Field Crew Construction Layout * \$185.00 per hour
- ** Site "Machine Control" ** Negotiated Fee
- Senior Drafter \$115.00 per hour
- Drafter \$105.00 per hour

Inspection Items

- ADEM BMP Inspection \$300.00 per inspection
- ADEM QCP Inspection \$350.00 per inspection

*Construction Layout services requested by the Client to be performed on holidays and weekends will be invoiced at 1.5 times the hourly rate listed above.

** Establishing "Site Machine Control" is NOT an hourly service. This service will be negotiated and billed "Lump Sum" specific to individual projects.

Reimbursable Expenses

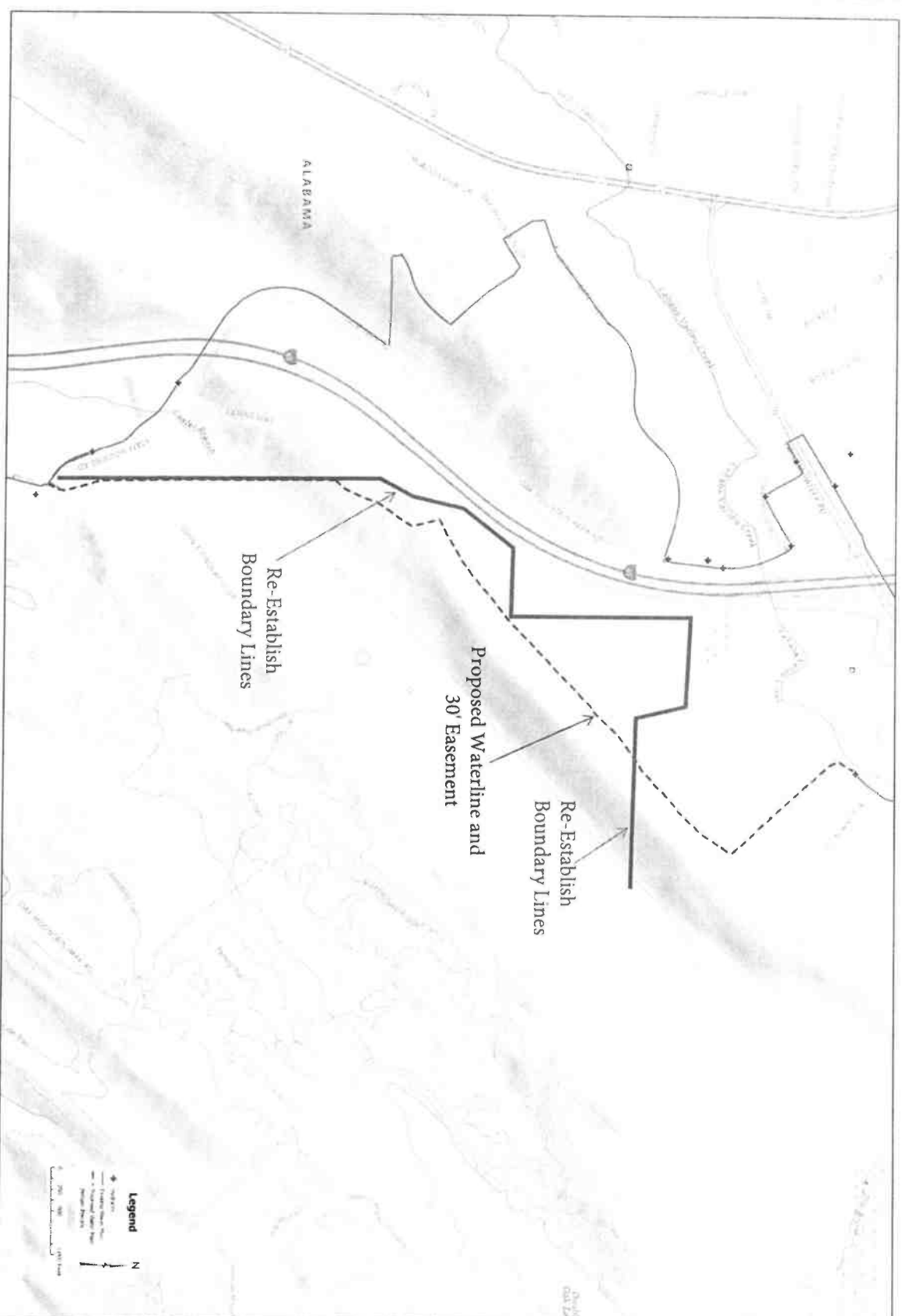
Expenses incurred for work covered under this contract will be invoiced at cost plus 15 percent. These expenses include, but are not limited to:

- Printing
- Shipping
- Permitting and Application Fees
- Outside Consultants
- Travel – (Travel will be reimbursed at the standard IRS mileage rate)

Payment

Services rendered in accordance with this proposal will be invoiced monthly based on work completed. Invoices are due upon receipt and will be considered delinquent if not received within 30 days after receipt. Engineering Design Group, LLC may, without legal consequence, suspend services until payment is received.

Client agrees that payment for services rendered shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this agreement, and the "Civil Engineer and Designer Agreement."



Drawing
 Project No.
 Scale: 1" = 500'
 Sheet 1 of 1

Title
 Map

CITY OF PELHAM, ALABAMA

INDIAN CREST TANK
 BACKUP WATER SUPPLY

Municipal Consultants,
286 Canyon Park, Suite 212
 Birmingham, Alabama 35210
 (205) 422-4347

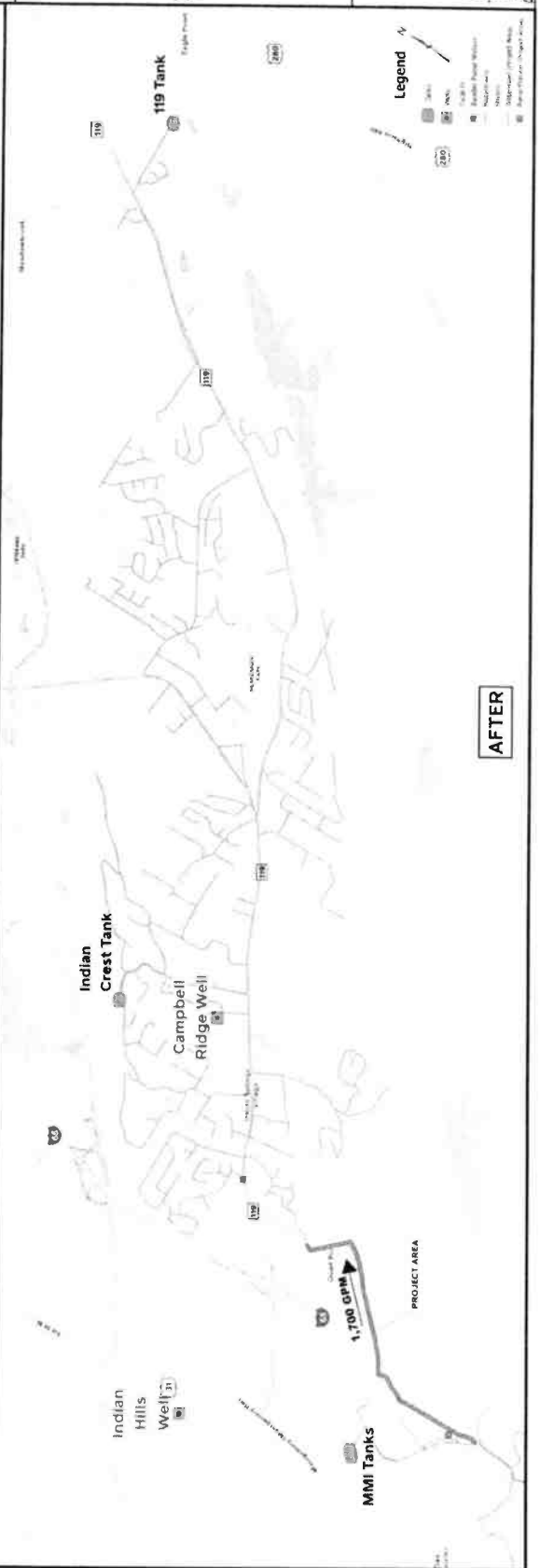
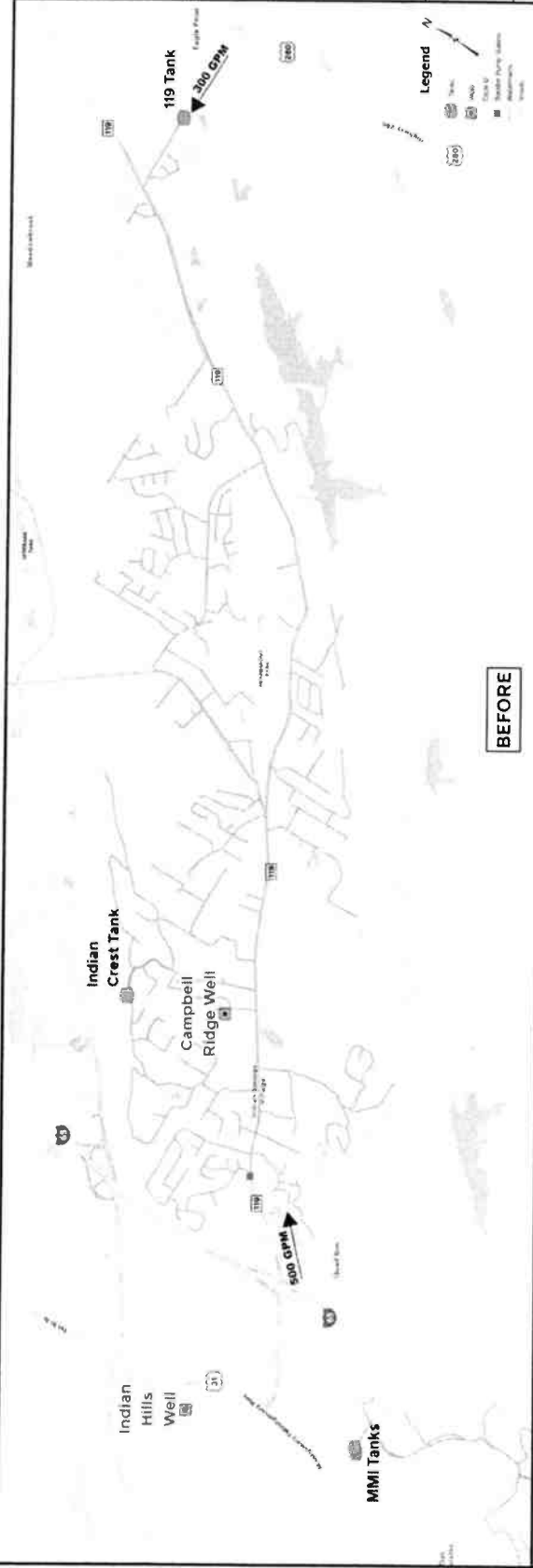
Municipal
Consultants,
200 Century Park East, Suite 212
Birmingham, Alabama 35202
(205) 821-2341

CITY OF PELHAM, ALABAMA
INDIAN CREST TANK
BACKUP WATER SUPPLY

Scale: 1" = 2,000'

Drawing
Project No.
Title
Map

Sheet 1 of 1



RESOLUTION 2026-05-07-02

Authorizing a Lighting Services Agreement with Alabama Power Company

WHEREAS, the Pelham City Council desires to enter into a Lighting Services Agreement with Alabama Power Company to provide upgraded lighting services in the Silver Ridge Subdivision, Phases 1a and 2a.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council to approve and authorize the Mayor, on behalf of the City, to execute a Lighting Services Agreement with Alabama Power Company for the installation of LED fixtures to be owned and maintained by Alabama Power Company with a combined monthly cost owed from the City of Pelham of \$158.18.

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

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-05-07-02 be given vote, and said Resolution passed by a unanimous vote of all members of the Council present and the President of the Council declared the same passed.

ADOPTED this 7th day of May 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 7th day of May 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 7th day of May 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 27, 2026
RE: Alabama Power street lighting services agreement – Silver Ridge Phase 1a and 2a

Attached is the Alabama Power Lighting Services Agreement to add eleven (11) lights at Silver Ridge subdivision phases 1a and 2a to the City's Master Agreement. Alabama Power will take over the maintenance of these lights, and the city will be responsible for the energy cost. Initial purchase and installation have been paid for by the developer.

Lighting Services Agreement
NESC® Governmental



Master Project #: _____

Customer Legal Name CITY OF PELHAM DBA _____

Service Address 0 STREETLIGHTS PELHAM AL 35124 County Shelby - AL

Mailing Address PO BOX 1419 PELHAM AL 35124

Email _____ Tel # 205-620-6420 Alt Tel # _____

Tax ID# XXX-XX-6218

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

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

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

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

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

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

Customer Authorization

Alabama Power Authorization

Signature _____

Signature _____

Print Name _____

Print Name Emily Breaseale

Print Title _____

Print Title _____

Date _____

Phone Number _____

Email _____

Date _____

Attachments
Lighting Services Authorization
Terms and Conditions

Lighting Services Authorization

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

Description of Lighting Services
TO INSTALL (11) DECORATIVE LED COLONIAL FIXTURES IN PHASE 1A AND 2A OF SILVER RIDGE. DEVELOPER TO PAY A BUYDOWN IN THE AMOUNT \$29,581.01. DELIVERED LUMENS TO RANGE FROM 5501-7500.

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

Selected Components				
QTY	Watts	Type	OH/UG	Description
11	60	LED	UG	Black 4000K

Pricing for Lighting Services			
Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)	Buydown (\$)
\$142.23	\$15.95	\$158.18	\$29,581.01

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

Initial Term**
36

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

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

Customer Authorization

Signature _____
Print Name _____
Print Title _____
Date _____

Alabama Power Authorization

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

Terms and Conditions

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

END OF TERMS AND CONDITIONS

CUSTOMER AND SALES CONTRACT DATA SHEET

LAMP Project # 108282 **Contract Date:** 4/20/2026
Project Name: CITY OF PELHAM - SILVER RIDGE PHS 1A & 2A **NAICS Code:** 921110
Lighting Services Rep: Emily Breaseale
Engineer: Tammie Williams
Division: Birmingham
Customer Type: Streetlight
Create new lighting only account? No
Remove all fixtures from CSS account on contract? No, Connect Only
Removals needed on additional accounts? No
If account will final when lights are removed, add lights to another account? No

Manufacturer	Acuity Brands	Style	Post Top	Color	Black	Quantity	11
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Notes			
Date	Name	Type	Description

RESOLUTION 2026-05-07-03

Authorizing a Professional Services Agreement with Skipper Consulting, Inc.
for Traffic Signal Design for CR-11 and Grey Oaks Parkway

WHEREAS, the Pelham City Council previously approved Resolution 2025-09-22-01 authorizing a professional services agreement with Skipper Consulting, Inc. to conduct a traffic signal warrant evaluation study for the CR-11 and Grey Oaks Parkway intersection; and

WHEREAS, design funds have been budgeted to move forward with traffic signal design and related intersection improvements at said intersection; and

WHEREAS, Skipper Consulting, Inc. has submitted a proposal in the amount of \$23,800.00 to provide traffic signal design services, including surveying, preparation of construction plans and specifications, and traffic signal review and permitting, as outlined in the documentation attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council that the Mayor is hereby authorized, on behalf of the City of Pelham, to enter into a professional services agreement with Skipper Consulting, Inc. for traffic signal design services and related intersection improvements for the CR-11 and Grey Oaks Parkway intersection, in an amount not to exceed \$23,800.00.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-05-07-03 be given vote, and said Resolution passed by a unanimous vote of all members of the Council present and the President of the Council declared the same passed.

ADOPTED this 7th day of May 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 7th day of May 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 7th day of May 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 27, 2026
RE: Traffic Signal Design at CR-11 and Grey Oaks Parkway

Attached is the proposal from Skipper Consulting Inc., for the total amount of \$23,800.00, to provide Traffic Signal Design and intersection improvements for the CR-11 at Grey Oaks Parkway intersection per Exhibit "A" (Traffic Signal Design Services). The scope of work includes surveying, preparation of traffic signal construction plans and specifications, Traffic signal review and permitting.

The project is budgeted in the FY26 budget.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **City of Pelham, Alabama ("Client")**, doing business at 3162 Pelham Parkway, Pelham, Alabama 35124, and **Skipper Consulting, Inc. ("Consultant")**, doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

Who agree as follows: Client requires professional traffic engineering services to undertake a traffic signal design for the County Road 11 at Grey Oaks Parkway intersection in Pelham, Alabama. The Consultant shall be authorized to start work on the services outlined in this agreement upon execution of this Agreement. The Client and Consultant agree this agreement, together with Exhibit A referred to herein; constitute the entire agreement between them relating to this assignment.

1. **PROFESSIONAL SERVICES:** The Consultant agrees to perform the following Services under this agreement:

SEE EXHIBIT "A"

2. **CLIENT'S RESPONSIBILITIES:** Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. **COMPENSATION, BILLING, PAYMENT, AND PERFORMANCE SCHEDULE:** Skipper Consulting Inc. would on behalf of the client, undertake the work outlined in Exhibit "A" on a fixed fee basis as follows:

<u>Task Description</u>	<u>Fee</u>
Intersection Survey *	\$ 7,500.00
Base Map Development	\$ 1,600.00
Traffic Signal Design	\$ 12,800.00
Permitting/Review	<u>\$ 1,900.00</u>
Total	\$ 23,800.00

* Survey by Engineering Design Group, LLC (proposal provided as Attachment 1)

The CLIENT would be billed monthly based on the work completed during the billing period. Invoices are payable within 30 days from the receipt by the CLIENT, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the CLIENT other than those conditions, if any, specifically set forth in this agreement.

If complications or other unforeseen factors cause a change in the scope of work outlined in Section 1 and/or Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant is prepared to amend this Agreement or submit a proposal for the additional work.

If for any reason payment for invoices reaches more than 15 days past the due date, the Consultant shall have the right to stop work on the assignment until such payment is made. All past due invoices shall accrue interest at the

rate of 1.5% per month. The Consultant will not be liable for any delays to project schedules caused by such a work stoppage. Furthermore, should the Consultant be required to take legal action including, but not limited to, suit to collect for services, the client shall be responsible for all costs and reasonable attorney fees in the collection of all amounts due for services rendered under this Agreement, or any amendment hereto.

This proposal has been prepared with the expressed understanding that the selection of our firm to perform these professional services is based upon the qualifications, experience and reputation of the staff of Skipper Consulting, Inc., and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions regarding the technical scope and/or schedule of fees for this proposal. If the Client should request additional prices for the scope of work included herein from other consulting engineers, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

4. STANDARD TERMS AND CONDITIONS

Services provided by the Consultant shall be performed based on standard professional practices exercised by the transportation engineering and planning profession and upon standards within the locality where the services are provided.

Consultant's relationship to Client shall at all times be that of an associate consultant, and at all times this relationship shall be governed by, and in strict accordance with, Client's contract with the consultant.

The Client shall, without limit, have final right of review and approval of all plans and specifications that shall be the essence of this agreement; however, review and approval shall not be withheld unreasonably.

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

This agreement may be terminated by either party upon 10 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination of this agreement, due to the fault of someone other than the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursements then due.

The Consultant agrees to furnish consulting services only, as may be required for any and all of Client's work. Consultant shall be responsible for coordination of his work with that of Client.

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as will protect him from claims under the workers' compensation acts and form claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this agreement. Certificates of such coverage will be provided to Client upon request.

To the fullest extent permitted by law, the Client and Consultant agree that, except for claims of indemnification, the time period for claims under this agreement shall expire one year following completion of the project.

Client shall provide Consultant access to the project site necessary for the Consultant to provide the services outlined.

Reuse of any documents or other deliverables pertaining to the project by the Client other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at the Client's risk.

No employee or agent of the Consultant shall have individual liability to the Client.

The persons signing this agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

APPROVED FOR CLIENT

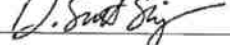
By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR SKIPPER Consulting, Inc.

By:  _____

Printed Name: D. Scott Skipper

Title: Vice President

Date: February 4, 2026

Exhibit "A"
Traffic Signal Design Services
Pelham Road Signal Design - Pelham, Alabama

Skipper Consulting, Inc. proposes to provide traffic engineering and transportation planning services on behalf of the Client/City for signal design services for a new traffic signal along Shelby County Road 11 (CR-11) at Grey Oaks Parkway/Wild Timber Parkway in Pelham, Alabama. The tasks proposed in this scope of services are summarized in the subsequent sections.

Traffic Signal Design

The Consultant would prepare traffic signal construction plans in a format to be submitted to the City of Pelham and Shelby County. It is anticipated that the Consultant would prepare signal legend sheet, signal note sheet, quantities sheet, signal layout sheet, and special detail sheets, as required.

Traffic signal plans would be developed using base map information from the survey to be conducted and field reconnaissance efforts of the Consultant. Base map data is anticipated to include, but not be limited to pavement edges and/or curb lines, roadway markings, highway signs, utility poles, overhead utilities, street lighting, underground utilities, right of way, etc.

Design efforts for the project will be undertaken using procedures and specifications as established by ALDOT, Shelby County, and the City of Pelham. Special specifications of the City of Pelham would also be included, as appropriate, into the design process. Design efforts would include but not be limited to: Signal layout for the proposed traffic signal; Conduit and conductor schedules for the signal installation; Local controller signal timings and phasing; Determine appropriate traffic signal notes; Determine signal equipment quantity estimates for signal construction; and Determine equipment details and any special project details.

Signal plan sheets would be provided to the City for review. Following review, the Consultant would prepare a submittal of the traffic signal design plans to the City of Pelham and Shelby County, as needed. The Consultant would also coordinate review efforts through the review process. The Consultant would also assist the City in the development of construction cost estimates, as needed.

Traffic Signal Review/Permitting

The Consultant would assist the City in coordination of permitting the proposed traffic signal the Shelby County review/permitting process. This would include preparation of permit documents, as needed.

Project Bidding

It is anticipated the City would lead the efforts in obtaining bids for the traffic signal construction. The Consultant would assist the City in obtaining bids for the project, as needed.

The following should be noted as items which would be required of the Traffic Signal contractor as a part of the bid process and would be noted as required in the traffic signal construction plans:

- Traffic stripe (stop lines) required to support signal installation;
- Geotechnical Investigation (borings and boring logs) for traffic signal pole foundations; and
- Traffic signal pole foundation designs.

Exclusions

This scope of work is limited to the tasks outlined above.

Attachment 1
Proposal for Intersection Survey
by Engineering Design Group (EDG)



February 2, 2026

Skipper Consulting
3644 Vann Road, Suite 100
Birmingham, Alabama 35235

Attn: Scott Skipper

**Re: Intersection Survey, Grey Oaks Parkway and Highway 11,
Pelham, Alabama**

Dear Scott,

Engineering Design Group, LLC is pleased to submit this proposal of survey services for the subject project. We appreciate the opportunity to present our scope of services and we look forward to working with you on this project.

Attachments: Hourly Rate Schedule and Site Map

1.0 Scope of Services

1.1 Intersection Survey

Engineering Design Group will perform an Intersection Survey for the intersection of Grey Oaks Parkway and Highway 11 located in Pelham, Alabama. We will re-establish the right-of-way lines adjacent to the survey limits. Rights-of-ways will be shown in their relationship to the intersection improvements.

We will perform topographic locations of the subject intersection. Contours will be shown at 1-foot intervals and based on USGS datum. Spot elevations will be shown in flat areas. We will show visible utilities and subsurface utilities as marked by utility companies or as shown on maps. We will coordinate with Alabama One Call requesting all subsurface utilities, situated in public right-of-way, to be marked to enable an accurate location and depiction of the subsurface utilities. Alabama One Call does NOT mark any subsurface utilities located within the limits of private property.

Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements will be shown including edges of pavement, turn lanes, striping, walls, fences, sidewalks, curbs, parking areas. Tree lines and landscaped areas will be shown on survey. Individual trees and shrubs will NOT be shown on the survey.

The topographic locations will extend from the intersection of Grey Oaks Parkway and Highway 11 to the northeast along Highway 11 for 250 feet, to the southwest along Highway 11 for 250 feet, to the northwest along Wild Timber Parkway for 150 feet and to the southeast along Grey Oaks Parkway for 250 feet. Locations will extend from right-of-way to the opposite right-of-way of each roadway listed above. In addition to the limits listed above, we will re-establish the right-of-way and locate pavement and striping and add 250 feet to the northeast and southwest along Highway 11. See *Attached Site Map*

1.2 Additional Services

Any service need that arises and is required but has not been included in our original scope of services will be performed on an hourly basis according to the fee schedule attached to this proposal. We will discuss with the Client any additional services prior to performing the services. We and not proceed with additional services without the Client's approval.

Exclusions

Items specifically **NOT INCLUDED** in this scope of work:

- ALTA / NSPS Requirements
- Individual boundary surveys
- Utilities outside of rights-of-way
- Individual tree and shrub locations

2.0 Budgetary Estimates for Each Task Item:

Engineering Design Group, LLC's fee for the scope of services outlined in Part 1.0 is as follows:

2.1 Intersection Survey	\$7,500.00 Lump Sum
2.2 Additional Services	Hourly Rates

Engineering Design Group, LLC can commence work immediately upon receipt of your written authorization to proceed. If this proposal is acceptable, please authorize Engineering Design Group LLC to proceed with the above Scope of Services by signing in the appropriate location and returning a copy to Engineering Design Group, LLC.

Sincerely,

Engineering Design Group LLC



Rodney K. Cunningham, P.L.S.
Vice President

"This cost proposal is accepted as written and Engineering Design Group LLC is hereby authorized to commence the work as described in the above Scope of Services"

By: _____

Title: _____

Date: _____

HOURLY RATE SCHEDULE AND REIMBURSABLE EXPENSES

Personnel time for additional services covered under this agreement will be invoiced based on the following Rate Schedule. These Rates are subject to adjustment on January 1st of each year.

Engineering Rate Schedule

- Principal in Charge \$180.00 per hour
- Project Manager \$155.00 per hour
- Senior Design Engineer \$145.00 per hour
- Project Engineer \$125.00 per hour
- Engineering Drafter \$105.00 per hour
- Expert Witness \$300.00 per hour

Surveying Rate Schedule

- Professional Land Surveyor \$150.00 per hour
- Field Crew \$175.00 per hour
- * Field Crew Construction Layout * \$185.00 per hour
- ** Site "Machine Control" ** Negotiated Fee
- Senior Drafter \$115.00 per hour
- Drafter \$105.00 per hour

Inspection Items

- ADEM BMP Inspection \$300.00 per inspection
- ADEM QCP Inspection \$350.00 per inspection

*Construction Layout services requested by the Client to be performed on holidays and weekends will be invoiced at 1.5 times the hourly rate listed above.

** Establishing "Site Machine Control" is NOT an hourly service. This service will be negotiated and billed "Lump Sum" specific to individual projects.

Reimbursable Expenses

Expenses incurred for work covered under this contract will be invoiced at cost plus 15 percent. These expenses include, but are not limited to:

- Printing
- Shipping
- Permitting and Application Fees
- Outside Consultants
- Travel – (Travel will be reimbursed at the standard IRS mileage rate)

Payment

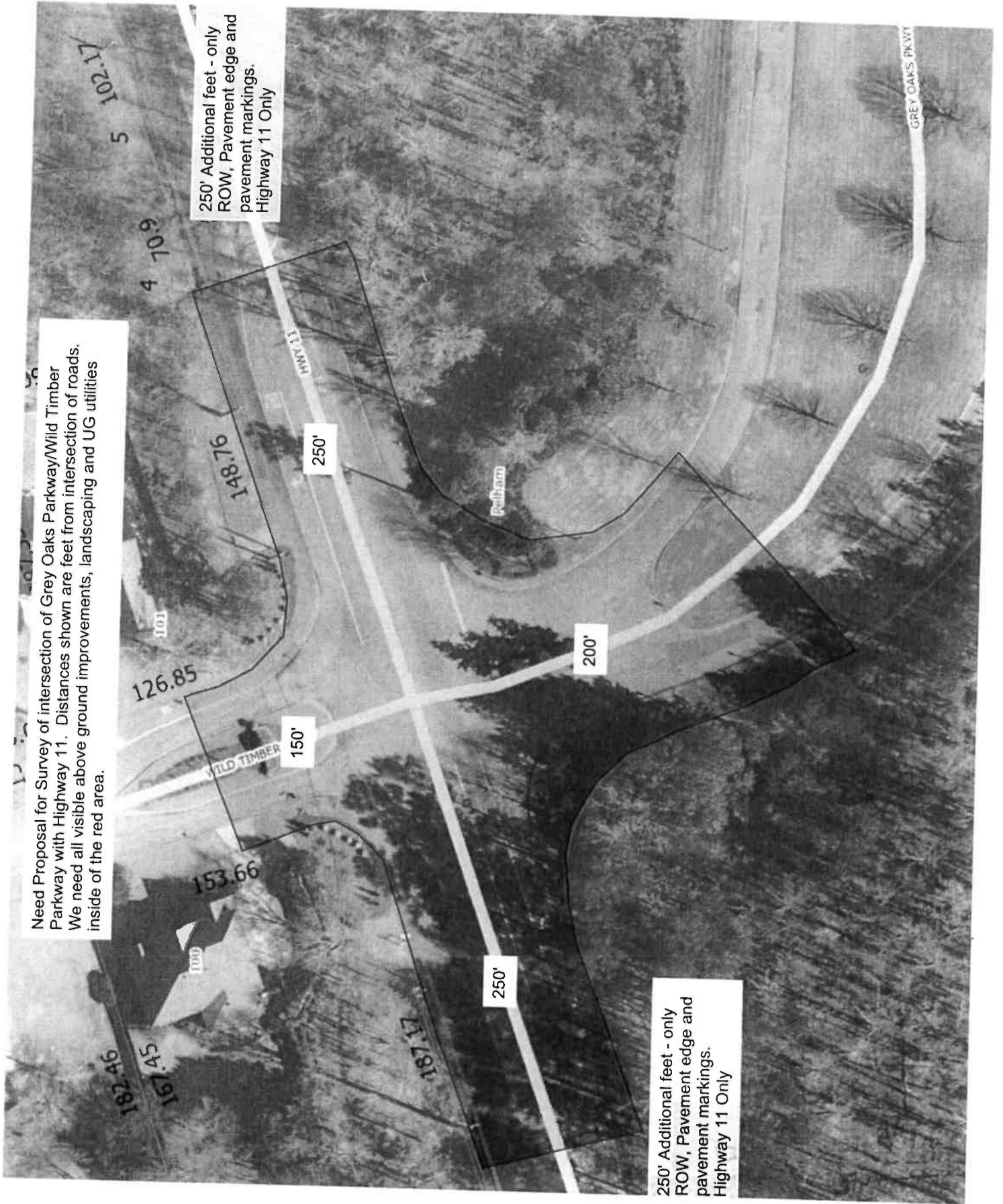
Services rendered in accordance with this proposal will be invoiced monthly based on work completed. Invoices are due upon receipt and will be considered delinquent if not received within 30 days after receipt. Engineering Design Group, LLC may, without legal consequence, suspend services until payment is received.

Client agrees that payment for services rendered shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this agreement, and the "Civil Engineer and Designer Agreement."

Need Proposal for Survey of intersection of Grey Oaks Parkway/Wild Timber Parkway with Highway 11. Distances shown are feet from intersection of roads. We need all visible above ground improvements, landscaping and UG utilities inside of the red area.

250' Additional feet - only ROW, Pavement edge and pavement markings. Highway 11 Only

250' Additional feet - only ROW, Pavement edge and pavement markings. Highway 11 Only



RESOLUTION 2026-05-07-04

Municipal Water Pollution Prevention (MWPP) Program

WHEREAS, the Pelham City Council has received the Municipal Water Pollution Prevention (MWPP) Annual Report.

NOW, THEREFORE, BE IT RESOLVED the City Council of Pelham, Alabama informs the Alabama Department of Environmental Management the following action was taken by the Pelham City Council:

1. Reviewed the MWPP Annual Report attached to this Resolution.
2. Set forth the following actions and schedule necessary to maintain effluent requirements contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant.
 - (a) Actions as Appropriate

THEREUPON _____, a councilmember, moved and Councilmember _____, a councilmember, seconded the motion that Resolution 2026-05-07-04 be given vote, and said Resolution passed by a unanimous voice vote of those members of the Council present and the President of the Council declared the same passed and adopted.

ADOPTED this 7th day of May 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 7th day of May 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 7th day of May 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 27, 2026
RE: Pelham Wastewater Treatment Plant annual MWPP report - 2025

Attached is the 2025 Municipal Water Pollution Prevention (MWPP) report. This report is required by ADEM annually and serves as a general assessment of the plant's condition, its collection system and treatment facility performance. The plant scored 70 out of 783 with zero being the best. Based on the score, no further action is required, and the plant is in compliance.

MUNICIPAL WATER POLLUTION PREVENTION (MWPP)

ANNUAL REPORT

SUBMITTED BY:

TREATMENT FACILITY: Pelham WWTP NPDES #: AL0054666

MUNICIPALITY: City of Pelham COUNTY: Shelby

CONTACT PERSON: Rick Wash

Responsible Official

Mayor

Title

Telephone #: 205-620-6403 Fax #: 205-663-0050

Email Address: rickwash@pelhamalabama.gov

CHIEF OPERATOR: Daniel Hamlin

Name

Telephone #: 205-620-6424 Fax #: _____

Email Address: dhamlin@pelhamalabama.gov

Date: 4/24/2026

REVIEWED BY: Municipal Consultants, Inc. - Andrew Golden

Consulting Engineer

Telephone #: 205-822-0387 Fax #: _____

Date: 4/24/2026

**MWPP Annual Report
Information Source List**

The following information will be needed to complete the compliance maintenance report that covers the calendar year of 2025 (due **May 31, 2026**).

- Part 1
 - A. The average plant influent flow for each month (million gallons per day/MGD) during the year.
 - B. The average plant influent BOD (CBOD) for each month (mg/l and lb/day) in the year.
 - C. The plant's average design flow (MGD) and design BOD (CBOD) loading (lbs/day).

- Part 2
 - A. The monthly average permit and DMR effluent concentration for BOD (CBOD), TSS, NH3-N, and/or TKN in mg/l for the year
 - B. The monthly average effluent limits and DMR loading for BOD (CBOD), TSS, NH3-N, and/or TKN in lbs/day for the year

- Part 3 The age of the treatment plant defined as the number of years since the last major reconstruction to increase the organic or hydraulic capacity of the plant. The last calendar year minus the year the new construction was brought on-line.

- Part 4 Bypass and overflow information. This is the number of bypass or overflow events of untreated wastewater due to heavy rain or equipment failure whether intentional or inadvertent from all collection systems tributary to the treatment facility.

- Part 5
 - A. Describe the characteristics and quantity of sludge generated.
 - B. If sludge is landspread, how many months of sludge storage does the plant have? This should include on-site and off-site storage from the treatment plant. The digester capacity may be used in the calculation.

- Part 6
 - A. Sludge Disposal Method
 - B. The number of approved land disposal sites for sludge available, and how many months or years these disposal sites will these be available for use.

- Part 7 The number of sewer extensions installed in the community last year, the design population, design flow, and design BOD (CBOD) for each sewer extension.

- Part 8 Operator Certification

- Part 9 Financial Status

- Part 10 Subjective Evaluation

- Part 11 Summary Sheet

Instructions to the Operator-in-Charge

1. Complete all sections of the MWPP Report to the best of your ability.
2. Parts 1 through 8 contain questions for which points will be generated. These points are intended to communicate to the Department and the governing body or owner the actions necessary to prevent effluent violations. Enter the point totals from Parts 1 through 8 on Part 11: Summary Sheet.
3. Add the point totals on Part 11: Summary Sheet.
4. Submit the MWPP Report to the governing body and the consulting engineer and owner for review and approval.
5. The governing body should pass a resolution which contains the following points:
 - a. The resolution should acknowledge the governing body or owner has reviewed the MWPP Report.
 - b. The resolution should indicate what actions will be taken to prevent effluent violations.
 - c. The resolution should provide any other information the governing body or owner deems appropriate.
6. **The MWPP Report and the resolution must be submitted by May 31st to Municipal Section, Water Division, ADEM, P.O. Box 301463, Montgomery, AL 36130-1463.**

Facility Name: Pelham WWTP

Part 1: Influent Loading/Flows

- A. List the average monthly volumetric flows and BOD₅ (CBOD₅) loadings received at your facility during the last calendar year.

<u>Month</u>	<u>Column 1 Average Monthly Flowrate (MGD)</u>	<u>Column 2 Average Monthly BOD₅ (CBOD₅) Concentration (mg/l)</u>	<u>Column 3 Average Loading BOD₅ (CBOD₅) (lbs/day)**</u>
January	2.206	97.8	1442
February	2.5329	72.1	1291
March	2.4616	82.4	1616
April	2.7352	114.3	3109
May	3.8295	113.1	3703
June	2.7021	81.7	1835
July	2.0601	118.1	1943
August	1.9662	73.6	1175
September	1.7141	119.2	1720
October	1.7103	221.9	3072
November	1.7543	157.5	2370
December	1.8170	234.8	3441
Annual Avg.	2.2908	123.88	2201.4

** As reported on NPDES Discharge Monitoring Reports (DMRs) and as required by EPA's NPDES Self-Monitoring System, User Guide, March 1985.

- B. List the average design flow and average design BOD₅ (CBOD₅) loading for the facility below. If you are not aware of these design quantities, contact your consulting engineer.

	<u>Average Design Flow</u>	<u>Average Design BOD₅ (CBOD₅) Loading (lbs/day)</u>
Design Criteria	4.0 MGD	5629
90% of the Design Criteria	3.6 MGD	5066

C. How many times did the monthly flow (Column 1) to the WWTP exceed 90% of design flow?
1 (Check the appropriate point total)

0 - 4 = 0 points 5 or more = 5 points

D. How many times did the monthly flow (Column 1) to the WWTP exceed the design flow?
0 (Check the appropriate point total)

0 = 0 points 1 - 2 = 5 points 3 - 4 = 10 points 5 or more = 15 points

E. How many times did the monthly BOD₅ (CBOD₅)* loading (lbs/day) (Column 3) to the WWTP exceed 90% of the design loading?

0 (Check the appropriate point total)

0 - 1 = 0 points 2 - 4 = 5 points 5 or more = 10 points

F. How many times did the monthly BOD₅ (CBOD₅)* loading (lbs/day) (Column 3) to the WWTP exceed the design loading?

0 (Check the appropriate point total)

0 = 0 points 1 = 10 points 2 = 20 points 3 = 30 points 4 = 40 points 5 or more = 50 points

G. Enter each point value marked for C through F and enter the sum in the appropriate blank below.

C points = 0
D points = 0
E points = 0
F points = 0

TOTAL POINTS VALUE FOR PART 1 0
Enter this value on Part 11: Summary Sheet.

*To obtain equivalent BOD₅ loading for comparison with design loading for those permittees using influent CBOD₅, divide annual average CBOD₅ loading in lbs/day from Part 1, A by 0.7.

Facility Name: _____

Part 2: Effluent Quality/Plant Performance

A. List the monthly average permit limits for the facility in the blanks below and the average monthly effluent DMR BOD₅, (CBOD₅) TSS, NH₃-N and/or TKN concentration produced by the facility during the last calendar year.

(1) NPDES Permit Concentration

Permit Limit	Months	BOD ₅ (CBOD ₅) (mg/l)	TSS (mg/l)	NH ₃ -N (mg/l)	TKN (mg/l)
		May-Nov	4.0	30	1.0
	Dec-April	10.0	30	2.5	7.5

(2) DMR Concentration

Qtr	Month	BOD ₅ (CBOD ₅) (mg/l)	TSS (mg/l)	NH ₃ -N (mg/l)	TKN (mg/l)
1	January	0.6	0.9	0.1	0.2
	February	0.9	0.4	0.12	0.4
	March	1.4	2.0	0.67	0.1
2	April	1.4	3.9	0.08	0.5
	May	0.7	7.31	0.03	0.1
	June	1.6	1.7	0.23	0.2
3	July	1.5	2.7	0.22	0.3
	August	1.1	3.7	0.17	0.3
	September	1.6	6.1	0.20	*B
4	October	0.6	6.2	0.13	0.1
	November	0.5	0.9	0.13	*B
	December	0.3	0.9	0.11	0.1
Annual Avg.		1.02	3.06	0.183	0.192

B. List the monthly average permit limit and DMR loadings below.

(1) NPDES Permit Loading

Permit Limit	Months	BOD ₅ (CBOD ₅) (lbs/day)	TSS (lbs/day)	NH ₃ -N (lbs/day)	TKN (lbs/day)
	May-Nov	133	1000	33.3	133
Dec-April	333	1000	83.4	250	

(2) DMR Loading

Qtr	Month	BOD ₅ (CBOD ₅) (lbs/day)	TSS (lbs/day)	NH ₃ -N (lbs/day)	TKN (lbs/day)
1	January	9.2	17	1.7	3
	February	25.5	6	2.6	10
	March	30	39	12.4	1
2	April	51.2	85	1.7	15
	May	26.1	30	1.1	4
	June	36.8	42	5.3	5
3	July	26.4	45	3.7	4
	August	18.4	58	2.8	5
	September	24.2	86	1.2	1
4	October	8.2	81	1.8	2
	November	13.6	13	2.1	*B
	December	4.2	6	1.7	1
Annual Avg.		22.82	42.33	3.18	4.25

C. During the past year did the BOD₅ (CBOD₅) concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any consecutive quarters? (Check the appropriate point total.)

No = 0 points

Yes = 121 points

D. During the past year did the BOD₅ (CBOD₅) concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

E. During the past year did the effluent TSS concentration (mg/l) or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

F. During the past year did the TSS concentration (mg/l) and/or loading (lbs/day) exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

G. During the past year did the NH₃-N or TKN concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

H. During the past year did either the NH₃-N or TKN concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

I. Enter each point value checked for C through H in the blanks below.

C Points = 0

D Points = 0

E Points = 0

F Points = 0

G Points = 0

H Points = 0

HIGHEST INDIVIDUAL POINT VALUE FOR PART 2 (C-H) 0 (HIGHEST POINT = 121)
Enter this value on Part 11: Summary Sheet.

Facility Name: Pelham WWTP

Part 3: Age of the Wastewater Treatment Facility

A. What year was the wastewater treatment plant constructed or last reconstructed? 1999

Subtract the above answer from the report year to determine age:

$$\text{Age} = (\text{Last Calendar year}) - (\text{Answer to A})$$

$$\text{Age } \underline{26} = (\underline{2025}) - (\underline{1999})$$

Enter Age in Part C below.

B. Check the type of treatment facility employed.

	Factor
<input checked="" type="checkbox"/> Mechanical Treatment Plant	2.0
<input type="checkbox"/> Aerated Lagoon	1.5
<input type="checkbox"/> Stabilization Pond	1.0
<input type="checkbox"/> Other (Specify: _____)	1.0

C. Multiply the factor listed next to the type of the facility your community employs by the age of your facility to determine the total point value for Part 3:

$$\frac{2.0}{\text{(Factor)}} \times \frac{26}{\text{(Age)}} = \underline{52} \quad \text{TOTAL POINT VALUE FOR PART 3}$$

Enter the above value on Part 11: Summary Sheet. If the total point value exceeds 40, enter 40 on Part 11: Summary Sheet.

Facility Name: Pelham WWTP

Part 4: Bypassing and Overflows

- A. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to heavy rain? 0
- B. How many bypass or overflow events of untreated wastewater occurred in the last year prior to the headworks of the WWTP due to heavy rain? 0
- C. How many of the bypass or overflow events listed in Parts A and B have been corrected such that future bypass or overflow events at the same location due to heavy rain are not anticipated? 0
- D. Add together Answers A and B and subtract Answer C from that total.
A + B - C = 0 (Check the appropriate point total.)
 0 = 0 points 1 = 5 points 2 = 10 points 3 = 15 points
 4 = 20 points 5 = 25 points 6 = 30 points 7 = 35 points
 8 = 40 points 9 = 45 points 10 = 50 points 11 or more = 100 points
- E. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to equipment failure? (This includes clogged/broken lines or manholes.) 0
- F. How many bypass or overflow events of untreated wastewater occurred in the last year due to equipment failure prior to the headworks of the WWTP? (This includes clogged/broken lines or manholes.) 2
- G. How many of the bypass or overflow events listed in Parts E and F have been corrected such that future bypass or overflow events at the same location due to the same equipment failure are not anticipated? 2
- H. Add together Answers E and F and subtract Answer G from that total.
E + F - G = 0 (Check the appropriate point total.)
 0 = 0 points 1 = 5 points 2 = 10 points 3 = 15 points
 4 = 20 points 5 = 25 points 6 = 30 points 7 = 35 points
 8 = 40 points 9 = 45 points 10 = 50 points 11 or more = 100 points
- I. Add point values checked in D and H and enter the total in the blank below.

TOTAL POINT VALUE FOR PART 4 0
Enter this value on Part 11: Summary Sheet.

All bypass or overflow events that have occurred in the last year (for any reason) must be individually reported with this MWPP report.

Facility Name: Pelham WWTP

Part 5: Sludge Quantity and Storage

- A. Please provide information concerning sludge quantity, characteristics, and storage practices based on available data as requested on the *MWPP Sewage Sludge Survey*, ADEM Form 419.
- B. How many months of sludge storage capacity does the wastewater treatment facility have available, either on-site or off-site? (i.e., How many months can the facility operate without land spreading or disposing of sludge?) 1

(Check the appropriate point total.)

- Greater than or equal to 4 months = 0 points
- Less than 4 months, but greater than or equal to 3 months = 10 points
- Less than 3 months, but greater than or equal to 2 months = 20 points
- Less than 2 months, but greater than or equal to 1 month = 30 points
- Less than one month = 50 points

TOTAL POINT VALUE FOR PART 5 30
Enter this value on Part 11: Summary Sheet.

Part 6: Sludge Disposal Practices and Sites

- A. Please provide the sludge disposal practices and site information based on available data as requested on the *MWPP Sewage Sludge Survey*, ADEM Form 419.
- B. How many months or years does the facility have access to and approval for sufficient land disposal sites to provide proper land disposal? (Check the appropriate point total.)

- 36 or more months = 0 points
- 24 - 35 months = 10 points
- 12 - 23 months = 20 points
- 6 - 11 months = 30 points
- Less than 6 months = 50 points

TOTAL POINT VALUE FOR PART 6 0
Enter this value on Part 11: Summary Sheet.

Facility Name: Pelham WWTP

Part 7: New Development

Are there any major new developments (industrial, commercial, or residential) in the last calendar year or anticipated in the next 2-3 years such that either flow or BOD₅ (CBOD₅) loadings to the sewage system could significantly increase? Estimate additional loadings below.

Design Population: _____ Design Flow: _____ MGD Design BOD₅ (CBOD₅): _____ lbs/day Equivalent (PE)

List industrial and/or residential developments.

None at this time.

Will the additional loading overload the plant?
(Check the appropriate point total.)

No = 0 points Yes = 121 points

Enter the point total in the blank below.

TOTAL POINT VALUE FOR PART 7 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Part 8: Operator Certification

Complete the *Plant and Collection System Personnel Inventory*, ADEM Form 441.

Do both the plant operator and collection system staffing comply with ADEM Administrative Code; Division 10, Operator Certification Program?
(Check the appropriate point total.)

Yes = 0 points No = 121 points

TOTAL POINT VALUE FOR PART 8 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Facility Name: Pelham WWTP

Part 9: Financial Status

A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses? If no, how are O&M costs being financed? **Include user charge rates.**

Yes

Residential Minimum	<u>\$27.30</u>	Plus rate	<u>\$6.75</u>	/1,000 gal.
Industrial Minimum	<u>\$68.23</u>	Plus rate	<u>\$9.10</u>	/1,000 gal.
Monthly residential rate based on 6,000 gallons usage	\$ <u>\$47.55</u>			

B. What financial resources are available to pay for the wastewater improvements and/or reconstruction needs?

The City budgets funds for the operation, maintenance, improvements, and reconstruction of the WWTP and collection system as required.

C. Please attach a rate sheet and the most recent audit, if available.

Part 10: Subjective Evaluation

A. Describe briefly the physical and structural conditions of the wastewater treatment facility.

Structurally the WWTP is in good condition. Some mechanical equipment is in need of upgrading or repair due to wear and age.

B. Describe the general condition of the sewer system (sewer lines, manholes, lift stations).

Generally good condition. Several lift stations have been upgraded recently and generators and bypass pumps have been installed at some lift station. Infiltration is being addressed through a system with rehab program.

C. What sewage system improvements does the community have planned for construction in the next 5 years?

Several lift stations are being upgraded with stand-by generators or bypass pumps. We are continuing our ongoing collection system rehab project. We are also upgrading several lift station control panels and pumps.

D. What is the theoretical design life of the plant, and what is the estimated remaining useful life of the wastewater treatment facility?

20-25 years with 5-10 years remaining.

E. What problems, if any, over the last year have threatened treatment or conveyance within the system?

Infiltration during heavy rain events.

F. Is the community presently involved in formal planning for treatment facility upgrading?

There are currently plans to upgrade the air blowers and UV system at the WWTP.

G. How many days in the last year were there residential backups at any point in the collection system for any reason other than clogging of the lateral connection? 0

H. Does the plant have a written plan for preventive maintenance on major equipment items? If yes, describe.

Yes, the city has a maintenance program in place to inspect/lubricate equipment as needed to ensure proper functioning.

I. Does this preventive maintenance program depict frequency of intervals, types of lubrication, and other preventive maintenance tasks necessary for each piece of equipment?

(Check the appropriate response.) Yes No

J. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assessed properly?

(Check the appropriate response.) Yes No

K. Describe any major repairs or mechanical equipment replacement made in the last year and include the approximate cost for those repairs. Do not include major treatment plant construction or upgrading programs.

We had 3 of our RAS pumps replaced. 2 filter drain valves and the final aeration valve were replaced. We had 2 new polymer systems installed for our centrifuges.

L. List any additional comments. (Attach additional sheets if necessary.)

Facility Name: _____

Part 11: Summary Sheet

1. Enter in the values from Parts 1 through 8 in the left column below. Add the numbers in the left column to determine the MWPP Report point total the wastewater system generated for the previous calendar year.

<u>Actual Values</u>	<u>Maximum Possible</u>
Part 1 <u>0</u> points	80 points
Part 2 <u>0</u> points	121 points
Part 3 <u>40</u> points	40 points
Part 4 <u>0</u> points	200 points
Part 5 <u>30</u> points	50 points
Part 6 <u>0</u> points	50 points
Part 7 <u>0</u> points	121 points
Part 8 <u>0</u> points	121 points
Total <u>70</u> points	783 points

2. Check the facility type that best describes the plant's treatment and disposal of wastewater.

- Mechanical plant with surface water discharge
 Aerated Lagoon or stabilization pond with surface water discharge
 Mechanical plant using land disposal of liquid wastes
 Aerated Lagoon or stabilization pond using land disposal of liquid wastes

3. Check the range that describes the action needed to address problems identified in the report.

- 0 - 70 points Actions as Appropriate*
 71 - 120 points Departmental Recommendation Range*
 121 - 783 points Municipality Action Range*

***Other actions may be required by NPDES outside the scope of this report.**

4. Complete the *Municipal Water Pollution Prevention Resolution Form*, ADEM Form 418.

5. In Question 1, do any of the actual point values in the left column equal the maximum possible points in the right column?

(Check the appropriate response.) Yes No

If yes, provide a written explanation for this situation in the space below.

The WWTP is a mechanical treatment plant that is 25 years old which equals a total point value of 40.

MWPP SEWAGE SLUDGE SURVEY

Note: Permittees that submitted the "Annual Report Review Form" for sludge to the EPA may submit a copy with the MWPP in lieu of this Attachment

Facility Background Information:

1. Facility Information Permit Number: AL0054666

Name: Pelham WWTP

Street Address: 800 Thames Ct Pelham AL 35124

County: Shelby

2. Facility Contact

Name: Daniel Hamlin

Title: WWTP Supervisor

Telephone: 205-620-6424

Permittee Name: City of Pelham

Mailing Address: P.O. Box 1479
Pelham AL 35124

Facility Flow Information:

1. Facility Wastewater Treatment Capacity

Average Daily Flow: 2.291 MGD

Facility Design Capacity: 4.0 MGD

2. Estimated Septage Quantity Handled (Residuals Removed from Septic Tank Systems)

Average Domestic Septage: N/A gallons per month

Average Commercial Septage: N/A gallons per month

3. Method of Septage Processing

- Mixed with Influent Wastewater for Treatment
- Mixed with Sewage Sludge
- N/A

4. Estimated Percentage Contributing Wastewater Flow

Residential: 70 %

Industrial: 3 %

Other: 27 % Describe: Infiltration

5. List type of wastewater treatment process(es) utilized at this facility:

Dual screening. Grit and grease removal. Dual oxidation ditches (activated sludge). Dual clarifiers. Dual sand filters. Dual UV channels. Dual centrifuges.

6. Estimated sewage sludge wasting rate at this facility: _____ lb/day dry weight
or _____ gallons per day

7. Estimated untreated sludge received from off site: _____ lb/day dry weight
or _____ gallons per day

8. Estimated percent solids of combined sewage sludge prior to treatment: 1 %

9. List the sewage sludge treatment processes used in preparing sludge for final use or disposal:

Sludge Quantity
(untreated pounds per day)

Mixed liquor is wasted from the clarifiers to an aerobic thickening basin. Once thickened the sludge is fed to centrifuges for dewatering. The dried cake is conveyed to a city dump truck and disposed of at the landfill.

10. Estimate the total volume of sludge generated:

251.31
(dry U.S. tons per year)

Sludge Disposal Methods

1. Which of the following describes the current method of sewage sludge disposal for this facility?

	Current Practices		Quantity (dry U.S. tons/year)	Proposed Practices	
	Approved by ADEM			Approved by ADEM	
	Yes	No		Yes	No
a. <input type="checkbox"/> Land Application, Bulk Shipped	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Agriculture	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Forest	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Public Contact	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Lawn/Home Garden	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
b. <input type="checkbox"/> Land Application, Bagged/Other Container	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Agriculture	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Forest	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Public Contact	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Lawn/Home Garden	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
c. <input type="checkbox"/> Incineration	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
d. <input checked="" type="checkbox"/> Subtitle D Landfill (Disposal Only)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>251.31</u>	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> Lined Treatment Lagoon or Stabilization Pond	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
f. <input type="checkbox"/> Unlined Lagoon or Stabilization Pond	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
g. <input type="checkbox"/> Other (Please Describe)	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>

2. If "f" was selected above and sludge is stored for two (2) or more years, enter the distance between the surface disposal site and the property line: _____ feet

Pollutant Concentrations:

1. Enter the total concentrations of the following analytes using existing data. **Do not enter TCLP results.**

Analyte	Concentration (mg/kg or ppm)	Sample Type	Sample Date	Detection Level Of Analysis
Arsenic	1.1	Dry Solid	11/7/25	0.10
Cadmium	<2.0	Dry Solid	11/7/25	0.10
Chromium	2.3	Dry Solid	11/7/25	0.10
Copper	32.6	Dry Solid	11/7/25	0.10
Lead	0.6	Dry Solid	11/7/25	0.10
Mercury	<0.1	Dry Solid	11/7/25	0.10
Molybdenum	1.2	Dry Solid	11/7/25	0.10
Nickel	1.6	Dry Solid	11/7/25	0.10
Selenium	1.1	Dry Solid	11/7/25	0.10
Zinc	89.9	Dry Solid	11/7/25	0.10
Ammonium-Nitrogen	15.1	Dry Solid	11/7/25	1
Nitrate-Nitrogen	27.1	Dry Solid	11/7/25	500
Total Kjeldahl Nitrogen	305	Dry Solid	11/7/25	5

2. Enter the estimated or determined percent solids of the sewage sludge when sampled for the above analysis: 14.5 %

Treatment Provided for Sewage Sludge at the Facility:

1. Which class of pathogen reduction does the sewage sludge meet at the facility? (As defined in 40 CFR Part 503)

Class A

Alternative A1 – Time and Temperature

Alternative A2 – Alkaline Treatment

Alternative A3 – Analysis and Operation

Alternative A4 – Analysis Only

Alternative A5 – Process to Further Reduce Pathogens (PFRP)

Heat Drying

Thermophilic Aerobic Digestion

Heat Treatment

Pasteurization

Gamma Ray Irradiation

Beta Ray Irradiation

Composting

Alternative A6 – PFRP Equivalent _____

Class B

Alternative B1 – Fecal Coliform Count

Alternative B2 – Process to Significantly Reduce Pathogens (PSRP)

Aerobic Digestion

Air Drying

Anaerobic Digestion

Composting

Lime Stabilization

Alternative B3 – PSRP Equivalent _____

Neither or Unknown

Vector Attraction Control:

- Option 1 – Minimum 38% Reduction in Volatile Solids
- Option 2 – Anaerobic Processes with Bench-Scale Demonstration of Volatile Solids Reduction
- Option 3 – Aerobic Processes with Bench-Scale Demonstration of Volatile Solids Reduction
- Option 4 – Specific Oxygen Uptake Rate (SOUR) for Aerobically Digested Sludge
- Option 5 – Aerobic Processes plus Elevated Temperature
- Option 6 – Raised pH to 12 and Retained at 11.5
- Option 7 – 75% Solids with No Unstabilized Solids
- Option 8 – 90% Solids with Unstabilized Solids
- Option 9 – Injection Below Land Surface
- Option 10 – Incorporation into Soil within 6 or 8 Hours
- Option 11 – Covering Active Sewage Sludge Unit Daily
- None of the Above

Groundwater Monitoring:

1. If disposal practice is surface disposal or land application, is groundwater monitoring required or performed at this site? Yes* No

*If yes, please submit a copy of the groundwater monitoring reports along with this survey. Also, please provide the approximate depth to groundwater and the groundwater monitoring procedures used to obtain the data.

Land Application of Sewage Sludge:

Answer the following questions if sewage sludge is applied to land.

1. If sewage sludge is land applied in bulk form, what type of crop or other vegetation is grown on this site?

N/A

2. If sewage sludge is land applied in bulk form, what is the nitrogen requirement for this crop or vegetation?

N/A

3. If sewage sludge is land applied in bulk form, briefly describe the nature of any complaints filed from neighbors?

N/A

PLANT AND COLLECTION SYSTEM PERSONNEL INVENTORY

FACILITY NAME: Pelham WWTP

PLANT GRADE: 3

PERMIT NUMBER: AL0054666

PLANT SUPERINTENDENT: Daniel Hamlin

TEL. # 205-620-6424

SYSTEM MANAGER: Andre Bittas

TEL. # 205-620-6413

PLANT OPERATORS:

	NAME	GRADE OR TRAINEE STATUS	OPERATOR NO.	EXP. DATE
1.	Daniel Hamlin	4	C007236	1-31-2027
2.	Matt Brasher	4	C006578	10-31-2026
3.	Ian Walker	4	C009622	11-30-2028
4.	Phillip Arnold	4	C009621	11-30-2028
5.	Nathan Horton	4	C011076	11-30-2028
6.	Jesse Higginbotham	4	C007558	12-31-2028
7.				
8.				
9.				
10.				

COLLECTION SYSTEM OPERATORS:

1.				
2.				
3.				
4.				

	MAN HRS./WK	NUMBER
MANAGEMENT/SUPERVISOR		
OPERATOR(S):		
GRADE I-C		
GRADE I		
GRADE II		
GRADE III		
GRADE IV	40	6
DESIGNATED TRAINEE(S)		
LABORATORY		
MAINTENANCE		
OTHER PLANT WORKERS		

AVERAGE NUMBER OF EMPLOYEES PER SHIFT:

1ST	6
2ND	
3RD	

START TIME	0600

OPERATOR SHIFTS NORMALLY WORKED EACH DAY:

	SUN	MON	TUES	WED	THURS	FRI	SAT
1ST	6a-9a	6a-230	6a-230	6a-230	6a-230	6a-230	6a-9a
2ND							
3RD							

ADEM USE ONLY

1. DOES PLANT OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?
2. DOES COLLECTION SYSTEM OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?

YES	NO

**City of Pelham
Water Sewer Rates**

October 2025

WATER RATES (AS OF OCT 25)		
	<i>1,500 GALLONS</i>	<i>PER 1000 ABOVE</i>
INSIDE CITY LIMITS	\$19.00	\$4.67
OUTSIDE CITY LIMITS	\$22.00	\$5.38
SOCIAL SECURITY ONLY	\$5.60	\$2.25

SEWER RATES - RESIDENTIAL		
	<i>3000 GALLONS</i>	<i>PER 1000 ABOVE</i>
INSIDE CITY LIMITS	\$27.30	\$6.75
OUTSIDE CITY LIMITS	N/A	N/A
SOCIAL SECURITY	\$24.71	\$4.49

SEWER RATES - COMMERCIAL		
	<i>7500 GALLONS</i>	<i>PER 1000 ABOVE</i>
COMMERCIAL	\$68.23	\$9.10
SIGNIFICANT COMMERCIAL	\$96.85	\$13.18

ACCESS TO SEWER BUT NOT CONNECTED IS A FLAT FEE \$27.30 FOR RESIDENTIAL

**SEWER RATE BASED OFF OF WATER CONSUMPTION FOR FIRST YEAR.
SEWER AVERAGING IN AFFECT AFTER 1ST YEAR AT RESIDENCE**

RETURNED PAYMENT

Business Name: OAK MOUNTAIN MERCANTILE

Account ID Number: 134043

DETAILS

Date Returned: 3/27/2026

Amount of Payment: \$451.20

Reason: NSF

OAK MOUNTAIN MERCANTILE

BUSINESS NAME:

RETURNED PAYMENT

NOTES / FOLLOW-UP

RESOLUTION 2026-05-07-05

Authorizing a Consulting Agreement with Copperwing Design, LLC for 2026 Summer Marketing Support

WHEREAS, the City of Pelham’s Communications Department has operated with one vacant position since September 2025, creating capacity challenges in supporting key City programs and initiatives; and

WHEREAS, as the City enters a particularly active season, additional marketing support is necessary to maintain momentum, provide timely communications, and continue building upon recent successes; and

WHEREAS, the City Manager has recommended using existing budgeted funds to secure marketing support services from Copperwing Design, LLC, a full-service advertising agency based in Montgomery, Alabama; and

WHEREAS, under the proposed agreement, Copperwing will provide marketing support for two priority initiatives: the Pelham Public Library Summer Reading Program and the Pelham Racquet Club; and

WHEREAS, the services will include campaign strategy, content planning, social media support, public relations, print design, video production, and development of campaign assets, with all materials to be owned by the City and editable templates created for future in-house use; and

WHEREAS, the City Council finds this agreement will provide needed support for high-impact community programs while also creating long-term marketing resources for the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pelham, Alabama that the Council hereby approves the agreement with Copperwing Design, LLC for marketing support services related to the Pelham Public Library Summer Reading Program and the Pelham Racquet Club.

BE IT FURTHER RESOLVED by the Council that the Mayor is hereby authorized to execute all necessary documentation on behalf of the City.

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

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-05-07-05 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 7th day of May 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 7th day of May 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 7th day of May 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]



Pelham

A path apart.

MEMORANDUM

TO: Gretchen DiFante, City Manager

FROM: Gina Womack, Acting Communications Manager

CC: Jonathan Seale, City Clerk

DATE: April 28, 2026

SUBJECT: Copperwing Marketing Support

Since August, the Communications & Marketing Department has operated with one vacant position, creating capacity challenges in supporting several key City programs. As we enter a particularly active season, additional marketing support is necessary to maintain momentum and build on recent successes.

At the direction of the City Manager, existing budgeted funds would be used to secure marketing support services from Copperwing, a full-service advertising agency based in Montgomery. The City previously partnered with Copperwing in 2021 to develop our current brand identity, and the firm delivered high-quality work that continues to serve the City effectively.

Under the proposed agreement, Copperwing will provide comprehensive marketing services for two priority initiatives:

- Pelham Public Library Summer Reading Program: A full-service campaign including strategy, content planning, social media, public relations, and print design. Focused marketing efforts in 2025 led to a significant increase in participation, and similar support will be critical this year.
- Pelham Racquet Club: Strategic marketing to increase membership and participation, including a seasonal campaign built around the "Tennis is for Everyone" theme, promotion of the "Book a Pro" initiative, content development, video production, and increased awareness of facility offerings.

Copperwing will manage concept development and production of all campaign assets, including video, which will contribute to the City's growing content library. All materials will be owned by the City, and editable templates will be created for future in-house use.

This investment will ensure continued marketing support for two high-impact community programs while also building long-term resources for the department.

copperwing

Engagement Agreement

Project: City of Pelham Summer 2026 Marketing Support

Date: April 27, 2026

Prepared for: City of Pelham

Prepared by: Copperwing

This engagement agreement confirms the marketing support services Copperwing will provide to the City of Pelham for Summer 2026, based on the proposal dated April 17, 2026.

Services Included

Copperwing will provide support for the following two campaign projects during May through August 2026:

Pelham Public Library Campaign

Services for the library campaign include:

- Summer campaign strategy built around the “Unearth a Story” theme.
- A monthly content calendar for May through August.
- Social media content, including copy and graphics, for 12 to 16 posts per month.
- PR and media outreach, including pitching 1 to 2 local daytime TV segments over the summer.
- Drafting and pitching 2 to 3 contributed articles or pieces for local and community publications.
- A visual campaign system with reusable templates for social media, flyers, and digital signage.
- Guidance on simple on-site signage and themed touchpoints connected to the campaign.

Pelham Racquet Club Campaign

Services for the racquet club campaign include:

- Seasonal campaign strategy built around the “Tennis is for Everyone” theme.
- Messaging and promotional content for the “Book-a-Pro” initiative.
- Social and web copy explaining how to book a pro online.
- One short demo or explainer-style video for the booking process as described in the proposal scope.

- Social media content, including copy and graphics, for 12 to 16 posts per month.
- Promotion of “Friday Night Lights,” clubhouse rentals, and beginner-friendly or family-focused content.
- Light PR and community outreach to support awareness of the Racquet Club.
- A simple visual system with templates for social media and flyer use.

Services Not Included

The Content Development Retainer described in the April 17, 2026, proposal is not included in this agreement and will not be part of the approved scope unless added later in writing by both parties.

Project Period

The service period for this agreement is May through August 2026.

Fees

The agreed project fees are:

- Pelham Public Library Campaign: \$18,000.
- Pelham Racquet Club Campaign: \$16,000.

The total project fee under this agreement is **\$34,000**.

Payment Terms

The City of Pelham agrees to pay Copperwing a total of \$34,000 for the services listed in this agreement.

Unless the parties agree otherwise in writing, payment will be made in four equal monthly installments of \$8,500 during the May through August 2026 project period.

Invoices are due within 30 days of receipt.

Roles and Responsibilities

Copperwing will:

- Provide the strategy, content creation, basic design, and outreach support described above.
- Provide one main point of contact for project status reporting and coordination.
- Communicate regularly with the City’s designated point of contact.
- Deliver content and materials in a timely manner based on agreed schedules.
- Grant ownership of all paid creative deliverables to the City of Pelham apart from any third-party licensed content. Copperwing will disclose those licenses as work is being developed.

City of Pelham will:

- Provide one main point of contact for feedback, approvals, and coordination.
- Supply timely information about events, updates, schedules, and internal details needed for content creation.
- Review and approve content in a timely manner so work can stay on schedule.
- Handle posting to City of Pelham and club channels unless otherwise agreed.
- Handle internal coordination and media bookings after introductions or connections are made, as outlined in the proposal.

Revisions and Scope Changes

This agreement will include up to 2 rounds of reasonably minor to moderate revisions per single piece of content.

If the City of Pelham requests additional work or a change in scope from the services covered in this agreement and listed above, Copperwing will outline the added work, timeline, and cost before moving forward.

Additional work outside this scope will only be completed after written approval by both parties.

Expenses

This pricing does not include paid media placement costs.

Any outside costs, such as ad spend, printing, media placement, boosted posts, venue costs, or third-party vendor expenses, will require prior approval by the City of Pelham and will be billed separately or paid directly by the City.

Timelines

Copperwing will make a good-faith effort to meet agreed deadlines. If approvals, information, or required materials are delayed, the project timeline may shift accordingly.

Ending the Agreement

Either party may end this agreement with 14 days' written notice.

If the agreement is ended early, the City of Pelham will pay for all work completed and approved expenses incurred up to the termination date.

Simple Working Terms

- This agreement reflects the approved portions of the April 17, 2026 proposal only.
- Any changes to this agreement should be confirmed in writing by both parties.
- This document is intended to provide clear working terms for the project and should be referenced together with the approved scope and pricing in the proposal.

Acceptance

By signing below, both parties agree to the services, fees, and working terms in this engagement agreement.

City of Pelham

Name: _____

Title: _____

Signature: _____

Date: _____

Copperwing Design, llc

Name: Angela Stiff

Title: CEO x Founder

Signature: Angela Stiff

Date: 4/27/2026

RESOLUTION 2026-03-19-09

COPY

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

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

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

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

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

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

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

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

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

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

ADOPTED this 19th day of March 2026.



A handwritten signature in black ink, appearing to read "Chad Leverett", is written over a horizontal line.

Chad Leverett, President of the Council

ATTEST

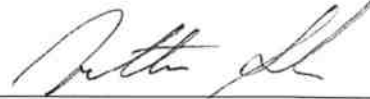


Jonathan Seale, CMC, City Clerk/Treasurer

 **COPY**

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

MEMORANDUM

TO: Gretchen DiFante, City Manager

FROM: Justin Smith, Assistant City Manager

DATE: February 20, 2026

SUBJECT: Holland Lakes – Sewer Lift Station and Special Assessment

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

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

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

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

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

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

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

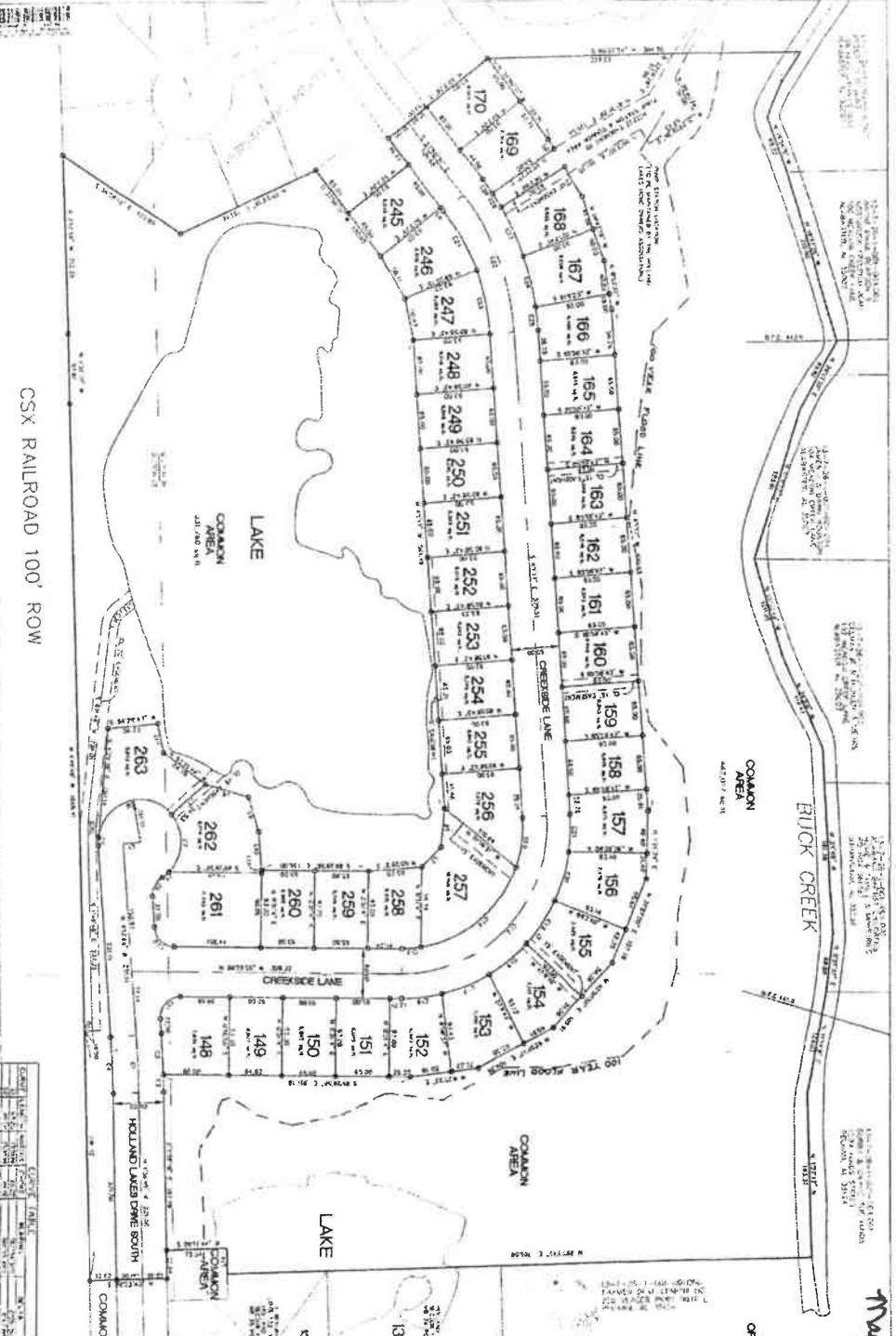
Please place this on the next available work session for discussion to bring this council up to speed on the process so they may be prepared for subsequent submission of the described resolution to set the hearing.

FINAL PLAT
HOLLAND LAKES
SECTOR 2, PHASE 2

A SINGLE FAMILY RESIDENTIAL SUBDIVISION SITUATED IN THE PART 11
 OF SECTION 16 AND THE PART 11 OF SECTION 17, TOWNSHIP 10 NORTH
 RANGE 1 WEST CITY OF PELHAM, SHELBY COUNTY, ALABAMA

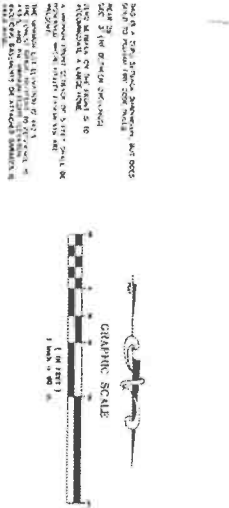
THOMPSON, INC.
 421 OFFICE PARK DRIVE
 BRIMMINGHAM, AL 35223

RC FARMER AND ASSOCIATES, INC.
 240 VANDER PARKWAY
 PELHAM, AL 35224



NOTES:

1. THE SUBDIVISION IS SUBJECT TO THE EASEMENTS AND RIGHTS SHOWN ON THE PREVIOUS PLAT.
2. THE SUBDIVISION IS SUBJECT TO THE EASEMENTS AND RIGHTS SHOWN ON THE PREVIOUS PLAT.
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LOT	AREA	PERCENTAGE
132	0.12	0.45
133	0.12	0.45
134	0.12	0.45
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136	0.12	0.45
137	0.12	0.45
138	0.12	0.45
139	0.12	0.45
140	0.12	0.45
141	0.12	0.45
142	0.12	0.45
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LOT	AREA	PERCENTAGE
132	0.12	0.45
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262	0.12	0.45
263	0.12	0.45

STATE OF ALABAMA

Notary Public in and for the County of Shelby, State of Alabama


Subscribed and sworn to before me this 11th day of November, 2005.

RC Farmer and Associates, Inc.
 240 Vander Park Way
 Pelham, AL 35224

Thompson, Inc.
 421 Office Park Drive
 Birmingham, AL 35223

Notary Public
 16121145

FIRST AMENDMENT TO
HOLLAND LAKES


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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

RECITALS:

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

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

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

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

**"ARTICLE VII
MAINTENANCE RESPONSIBILITIES**

7.1 **Responsibilities of Owners.**

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

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

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

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

7.2 Responsibilities of Association.

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

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

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

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


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



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

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

HOLLAND LAKES, INC., an Alabama corporation

By: 
James M. Thornton
Its President

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)


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

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


Notary Public

[SEAL]

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


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

CONSENT OF MORTGAGEE

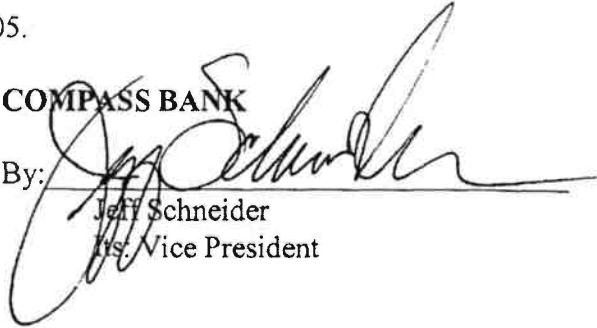
Compass Bank, as the holder of that certain Accommodation Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated as of January 21, 2005 and recorded as Instrument No. 20050204000058820 in the Office of the Judge of Probate of Shelby County, Alabama, (the "Mortgage"), as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

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

COMPASS BANK

By: _____

Jeff Schneider
1st. Vice President



STATE OF ALABAMA)
JEFFERSON COUNTY)


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

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

_____ Jana M. Bowman
Notary Public

[SEAL]

My commission Expires: _____ **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 31, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS**


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

RESOLUTION 2026-05-07-06

Appointment to the Pelham Board of Education Place No. 3

WHEREAS, the Pelham City Council has conducted interviews to appoint a citizen to the Pelham Board of Education Place No. 3 for a five-year term of office.

NOW, THEREFORE, BE IT RESOLVED by the Pelham City Council that Robert Plummer be appointed to the Pelham Board of Education Place No. 3 with the term of office beginning on June 1, 2026 and ending on May 31, 2031.

THEREUPON _____, a councilmember, moved and _____, a councilmember, seconded the motion that Resolution 2026-05-07-06 be given vote, and said Resolution passed by a unanimous voice vote of the Council present and the President of the Council declared the same passed and adopted.

ADOPTED this 7th day of May 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 7th day of May 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 7th day of May 2026.

Jonathan Seale, CMC City Clerk/Treasurer

[SEAL]

RESOLUTION 2026-05-07-07

Condemning Substantially Damaged Buildings Located Along Chandalar Court in Pelham, Alabama

WHEREAS, the City Council of the City of Pelham, Alabama previously adopted Resolution 2026-03-19-10 setting a public hearing to consider whether the structures located at 1957, 1959, 1961, and 1963 Chandalar Court, Pelham, Alabama 35124, constitute public nuisances subject to abatement by demolition and removal; and

WHEREAS, the City's Building Official has provided information, documentation, inspection findings, and recommendations regarding the condition of the structures located at 1957, 1959, 1961, and 1963 Chandalar Court; and

WHEREAS, 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 no sufficient plan for compliance or reconstruction has been provided by the property owner after notice and opportunity to respond; 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 the City has evaluated the structures accordingly; and

WHEREAS, the Building Official has conducted multiple inspections and determined the structures exhibit extensive water intrusion, fire damage, mold growth, structural deterioration, and partial collapse of roof and wall assemblies; and

WHEREAS, the City Council finds the current condition of the structures creates a risk to public health, safety, and welfare, including risks associated with structural instability, unsafe occupancy, unauthorized access, vandalism, criminal activity, and continued deterioration; and

WHEREAS, pursuant to Chapter 4, Article 2 of the Code of Ordinances of the City of Pelham, the Building Official has determined that 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, condemned, demolished, and removed 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; and

WHEREAS, all notices required by law were provided, and a public hearing was held on April 23, 2026, at 5:30 p.m. in the Council Chambers of Pelham City Hall, at which time the City Council heard and considered any evidence, testimony, objections, or other matters presented regarding the condition of the structures and the proposed abatement thereof; and

WHEREAS, after considering the evidence and information presented, the City Council finds that the structures located at 1957, 1959, 1961, and 1963 Chandalar Court are unsafe, substantially damaged, unfit for occupancy, constitute public nuisances, and should be condemned and abated by demolition and removal.

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

1. The City Council hereby finds and determines the structures located at 1957, 1959, 1961, and 1963 Chandalar Court, Pelham, Alabama 35124, are unsafe, substantially damaged, unfit for occupancy, constitute public nuisances, and pose a threat to the public health, safety, and welfare.
2. The structures located at 1957, 1959, 1961, and 1963 Chandalar Court are hereby formally condemned pursuant to Chapter 4, Article 2 of the Code of Ordinances of the City of Pelham, Section 11-53B-1, et seq., Code of Alabama 1975, and all other applicable law.
3. The public nuisances located at 1957, 1959, 1961, and 1963 Chandalar Court shall be abated by demolition and removal of the unsafe structures and associated debris.
4. The City Manager, Assistant City Manager, Finance Director, Building Official, Director of Development Services & Public Works, City Clerk/Treasurer, City Attorney, and/or all other appropriate City employees are hereby authorized and directed to take all actions necessary to carry out the intent of this Resolution, including, but not limited to, coordinating demolition and removal, obtaining necessary contractor services, securing the properties as needed, providing any additional notices required by law, and preparing documentation for the assessment and recovery of costs.
5. 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.
6. This Resolution shall become effective immediately upon its adoption and approval.

THEREUPON _____, a councilmember, moved and _____ a councilmember, seconded the motion that Resolution 2026-05-07-07 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 7th day of May 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 7th day of May 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 7th day of May 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]

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:

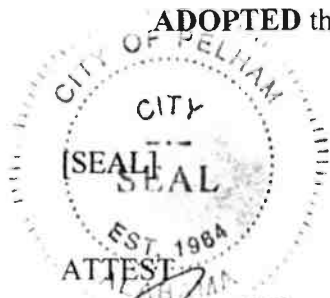
1. Notice is hereby given that on the 23rd day of April, 2026, at 5:30 p.m., in the Council Chambers of Pelham City Hall, the city council of the Municipality of Pelham will consider a resolution regarding the structures located at 1957, 1959, 1961, and 1963 Chandalar Court, in the Municipality of Pelham, 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.



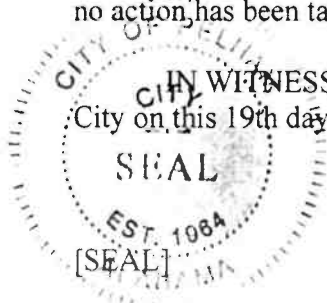

Jonathan Seale, CMC, City Clerk/Treasurer



Chad Leverett, President of the Council

 **COPY**

I, the undersigned City Clerk/Treasurer of the City of Pelham, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City named herein, at a regular meeting of such Council held on the 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. 2024

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
Ajinya Malawade	134 Branton Way	Pelham, AL 35124	December 8, 2021	134 Branton 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	Montevillo, 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	1357 Whitlaway Cir	Heleno, AL 35080	x	added 2nd address
Glen and Elizabeth Moore	1902 Chandalar Court	Pelham, AL 35124	December 8, 2021	1902 Chandalar Court	Pelham, AL 35124	x	
Kayla Nguyen	1903 Chandalar Court	Pelham, AL 35124	December 8, 2021	1903 Chandalar Court	Pelham, AL 35124	x	
Natalie Allen	1904 Chandalar Court	Pelham, AL 35124	December 8, 2021	1904 Chandalar Court	Pelham, AL 35124	x	
Ryan Camp	1905 Chandalar Court	Pelham, AL 35124	December 8, 2021	1905 Chandalar Court	Pelham, AL 35124	x	
Marcelo Dicanillo and Cecilia Alvarez	1906 Chandalar Court	Pelham, AL 35124	December 8, 2021	1906 Chandalar Court	Pelham, AL 35124	x	
Garbrielle and Elizabeth Stewart	1909 Chandalar Court	Pelham, AL 35124	December 8, 2021	1909 Chandalar Court	Pelham, AL 35124	x	
Brenda Stratton	1909 Chandalar Court	Pelham, AL 35124	December 8, 2021	1909 Chandalar Court	Pelham, AL 35124	x	
Mary Horne	1910 Chandalar Court	Pelham, AL 35124	December 8, 2021	1910 Chandalar Court	Pelham, AL 35124	x	
Spenstresia Fern	1911 Chandalar Court	Pelham, AL 35124	December 8, 2021	1911 Chandalar Court	Pelham, AL 35124	x	added 2nd address
Diane Angell	1912 Chandalar Court	Pelham, AL 35124	December 8, 2021	129 Cedar Cove Dr	Pelham, AL 35124	x	
Gregory and Emily Ferguson	1913 Chandalar Court	Pelham, AL 35124	December 8, 2021	1913 Chandalar Court	Pelham, AL 35124	x	
Sherry Franks	1914 Chandalar Court	Pelham, AL 35124	December 8, 2021	1914 Chandalar Court	Pelham, AL 35124	x	
Joshua Deeter	1915 Chandalar Court	Pelham, AL 35124	December 8, 2021	800 Laurium Ave	Tallmadge, OH 44278	x	added 2nd address
Gustavo and Alexandra 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	added 2nd address
CS Equity Partners II LLC	1919 Chandalar Court	Pelham, AL 35124	December 8, 2021	110 12th St N	Birmingham, AL 35203	x	
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	Chelsea, AL 35043	x	added 2nd address
Dominique Roller	1923 Chandalar Court	Pelham, AL 35124	December 8, 2021	1923 Chandalar Court	Pelham, AL 35124	x	
Keith and Linda Knowles	1924 Chandalar Court	Pelham, AL 35124	December 8, 2021	3345 Spring Creek Road	Montevillo, 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 Kuk	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	Montevillo, AL 35115	x	added 2nd address
Richard Bayard	1963 Chandalar Court	Pelham, AL 35124	December 8, 2021	1963 Chandalar Court	Pelham, AL 35124	x	
Stacy Figueroa	1982 Chandalar Court	Pelham, AL 35124	December 8, 2021	1982 Chandalar Court	Pelham, AL 35124	x	
Nossem Douratabadi	1984 Chandalar Court	Pelham, AL 35124	December 8, 2021	1421 Canyon Lane	Hoover, AL 35744	x	added 2nd address
Dillon Flore	1986 Chandalar Court	Pelham, AL 35124	December 8, 2021	1986 Chandalar Court	Pelham, AL 35124	x	
Harry Lyon	1988 Chandalar Court	Pelham, AL 35124	December 8, 2021	1988 Chandalar Court	Pelham, AL 35124	x	
Harrison Brown	1990 Chandalar Court	Pelham, AL 35124	December 8, 2021	1990 Chandalar Court	Pelham, AL 35124	x	
Richard and Abbyn Riley	1992 Chandalar Court	Pelham, AL 35124	December 8, 2021	1992 Chandalar Court	Pelham, AL 35124	x	
Randall Helms	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 Guhara Harley	1913 Chandaway Court	Pelham, AL 35124	December 8, 2021	1913 Chandaway Court	Pelham, AL 35124	x	
Guntram Anderlik	1953 Chandaway Drive	Pelham, AL 35124	December 8, 2021	1953 Chandaway Drive	Pelham, AL 35124	x	
Allison and Anabel Roberts	549 Creechview Drive	Pelham, AL 35124	December 8, 2021	549 Creechview Drive	Pelham, AL 35124	x	
Rodriguez and Maza Martinez	553 Creechview Drive	Pelham, AL 35124	December 8, 2021	553 Creechview Drive	Pelham, AL 35124	x	
Heather McPhillips	557 Creechview Drive	Pelham, AL 35124	December 8, 2021	557 Creechview Drive	Pelham, AL 35124	x	
Octaviano Gonzalez	600 Creechview Drive	Pelham, AL 35124	December 8, 2021	600 Creechview Drive	Pelham, AL 35124	x	added 2nd address
Janet Lee	608 Creechview Drive	Pelham, AL 35124	December 8, 2021	608 Creechview Drive	Pelham, AL 35124	x	
Mohammad and Souzan Rastegar	621 Creechview Drive	Pelham, AL 35124	December 8, 2021	1827 Buttercup Dr	Birmingham, AL 35226	x	added 2nd address
Lauren Nicholson	629 Creechview Drive	Pelham, AL 35124	December 8, 2021	629 Creechview Drive	Pelham, AL 35124	x	
Randy and Malory Hodje	500 Creechview Terrace	Pelham, AL 35124	December 8, 2021	270 Doug Baker Blvd, Suite 700-387	Birmingham, AL 35242	x	added 2nd address
Derek and Sandra Luquire						x	

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

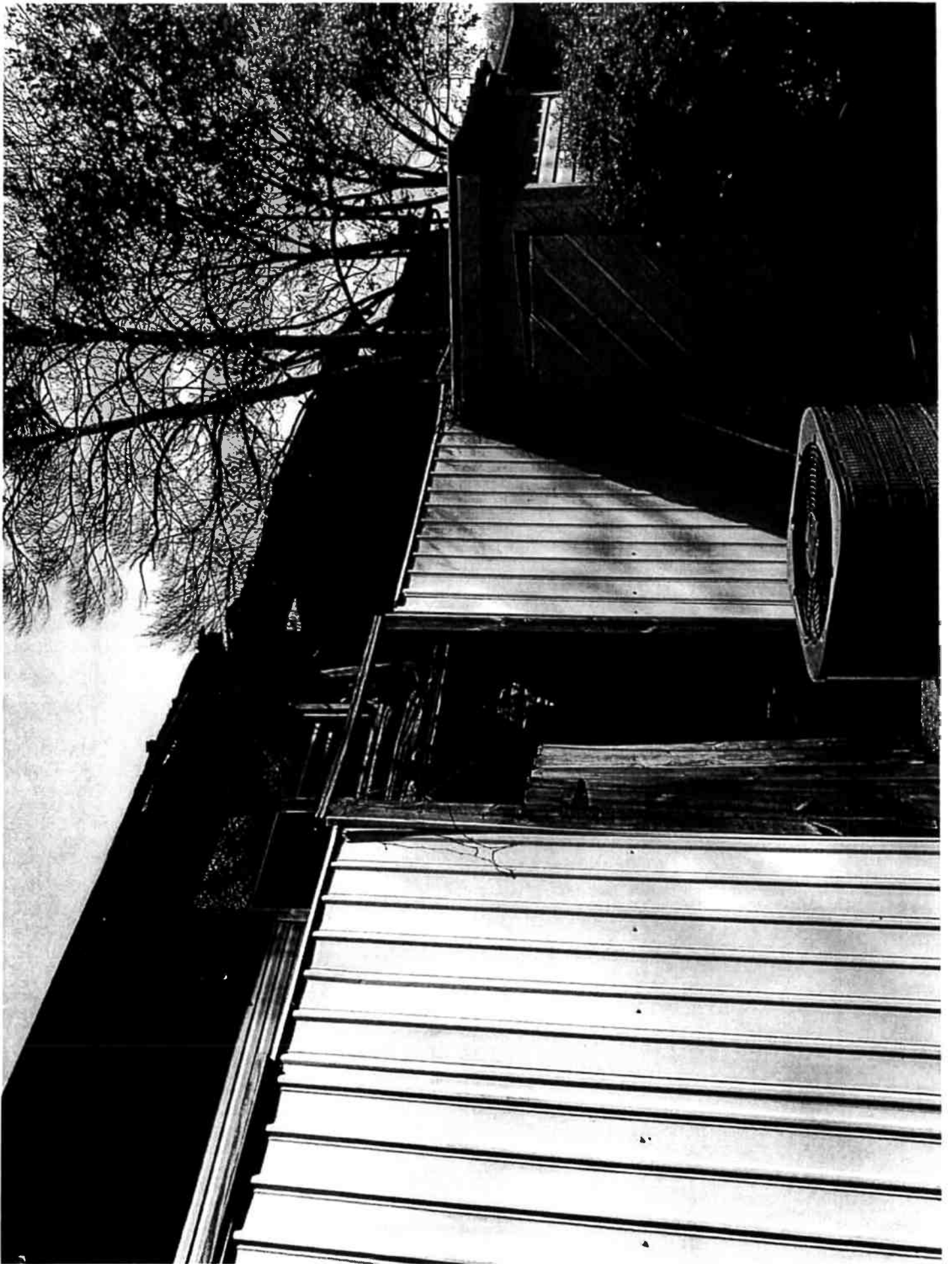
Fire Occurred: November 26, 2023

Certified Notice Sent Out: March 7, 2024

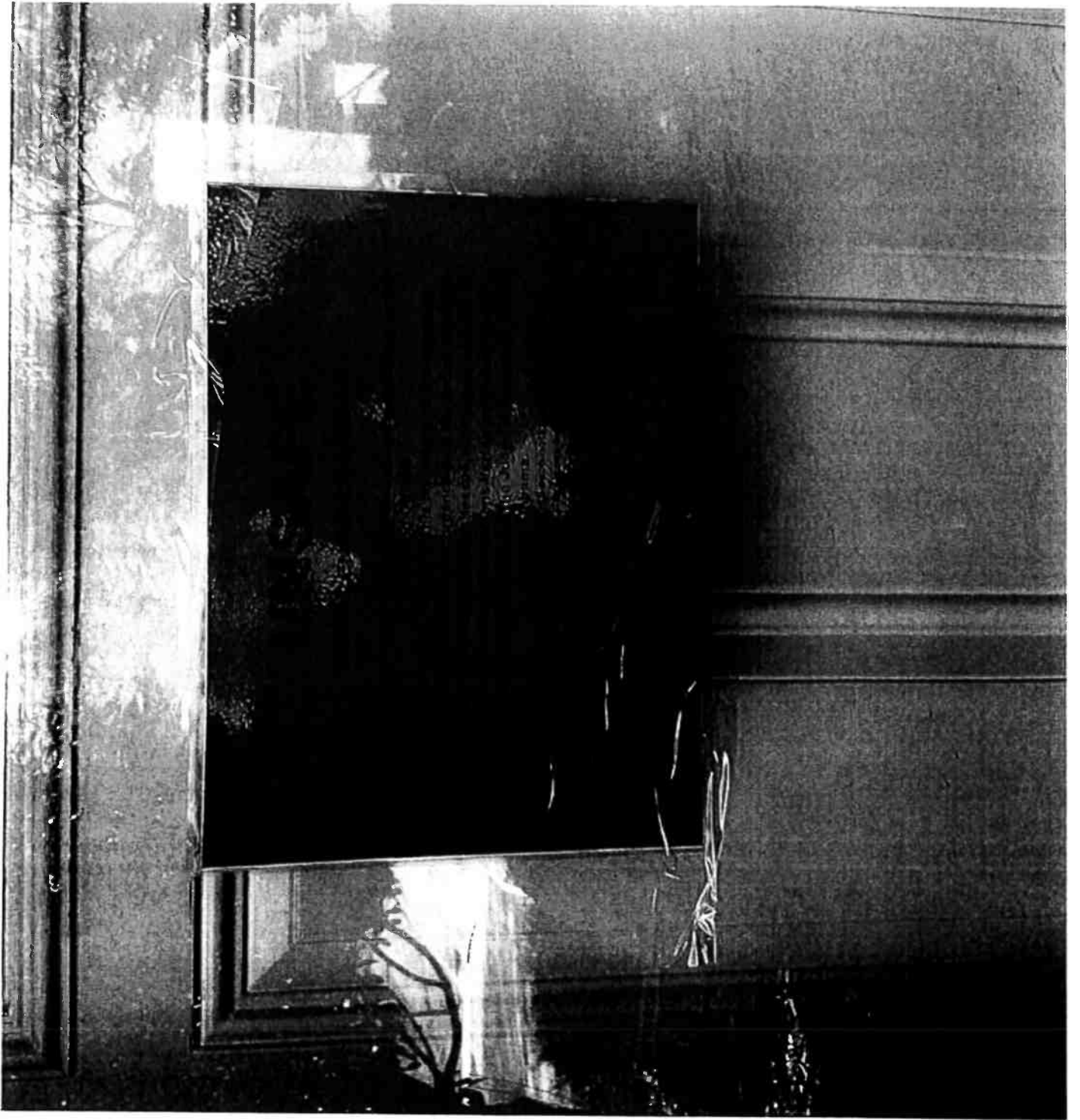
Unsafe Building Notice Posted: March 20, 2024







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 ADMINSTRATOR

Printed on 8/22/2024

2023 TAX STATEMENT

Owner

STEWART JOE

Mailing Address

1957 CHANDALAR CT
PELHAM AL 35124

PARCEL INFORMATION

Parcel Number 13 101 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 0002

ASSESSMENT INFORMATION

Location 1957 CHANDALAR COURT PELHAM AL 35124
Neighborhood 08 CHANDA TYNHOMES 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 0002

1959 Chandalar Ct
Pelham, AL 35124



DO NOT DISTURB

STOP

TOP

205-

09-20-2024 02:44 PM
68



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 Chandler Ct
 Pelham AL 35124



9590 9402 8510 3186 0099 17

2. Article Number (Transfer from service label)

9589 0710 5270 1552 5339 82

Restricted Delivery

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
Jordan Address

B. Received by (Printed Name) Date of Delivery
Edd, & J. McCrea *3/18/24*

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

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

Domestic Return Receipt

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

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

Certified Mail Fee

\$

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

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

Postage

\$

Total Postage and Fees

\$

Sent To

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

City, State, ZIP+4®

3-18-24

Postmark
Here

Jennifer Jordan
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

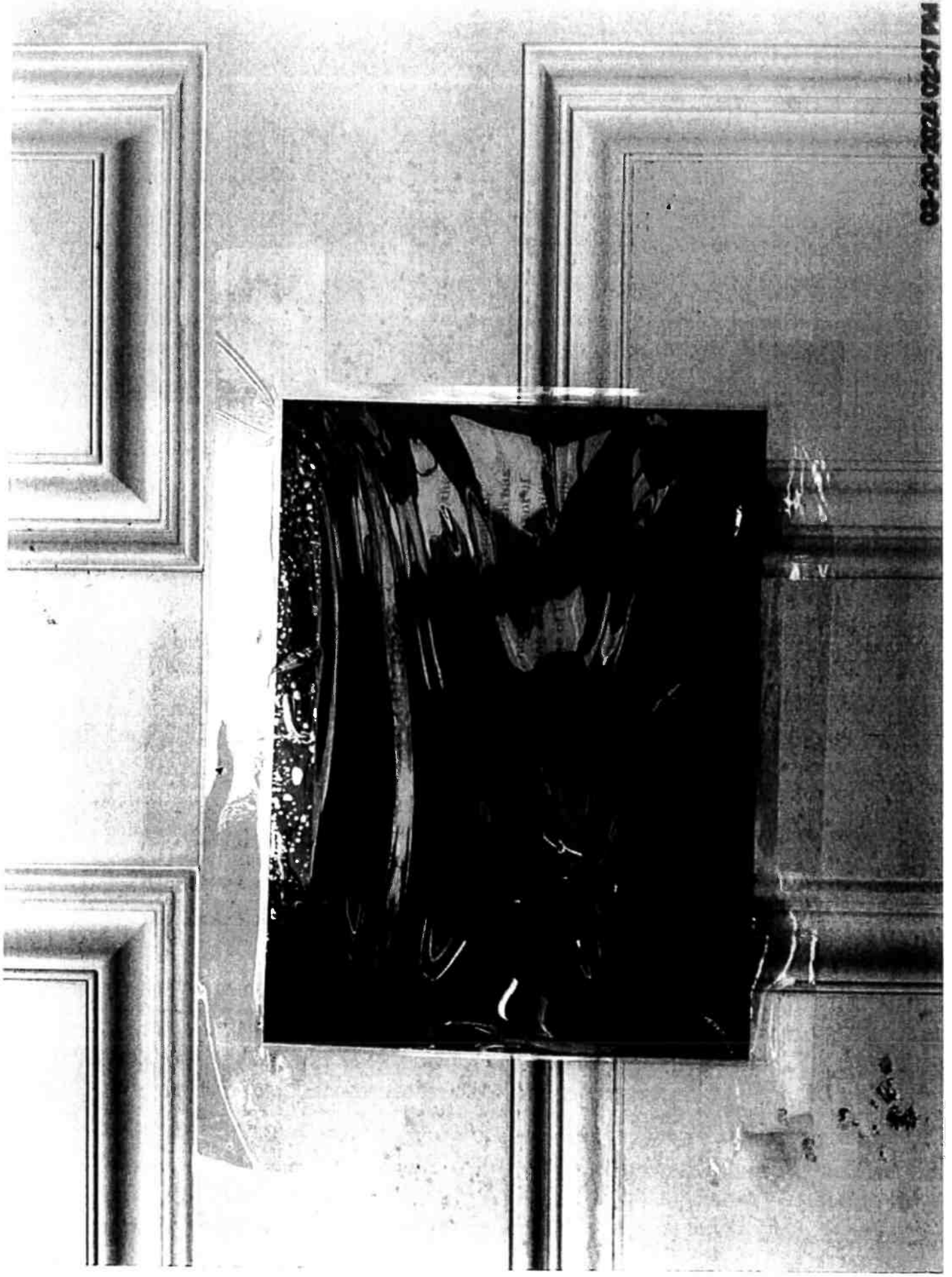
Millage Type	Municipality	Assessed Value	Millage Rate	Tax	Tax Exemption	Total Tax
CITY	08 - PELHAM	\$14,300	14.00	\$200.20	\$0.00	\$200.20
COUNTY	08 - PELHAM	\$14,300	7.50	\$107.25	\$15.00	\$92.25
DIST SCHOOL	08 - PELHAM	\$14,300	14.00	\$200.20	\$0.00	\$200.20
SCHOOL	08 - PELHAM	\$14,300	16.00	\$228.80	\$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
~~Jonathun Rivera~~ *Jonathun 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

\$ Metro DMV

Total Postage and Fees

\$ Pelham AL

Sent To

Street and Apt. No., or P.O. Box No.

City, State, ZIP+4®

3-15-24

Postmark
Here

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

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

Certified Mail Fee

\$

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

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

Postage

\$

Total Postage and Fees

Sent To

Street and Apt. No. or Box No.

City, State, ZIP+4®

3-15-24

Postmark
Here

Methu FNU.

Abbeville, MA



**DON ARMSTRONG, ACTA
PROPERTY TAX COMMISSIONER**

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

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

JACOB TIDMORE
PROPERTY TAX ADMINISTRATOR

Printed on 6/22/2024

2023 TAX STATEMENT

Owner

METRO INVESTMENTS LLC
C/O RIVERA JONATHAN

Mailing Address

700 LANDSDOWNE WAY 106
NORWOOD MA 02062

PARCEL INFORMATION

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

ASSESSMENT INFORMATION

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



VALUATION SUMMARY

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

TAX BREAKDOWN

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

PAYMENT INFORMATION

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

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

TOTAL DUE \$0.00

Due Date Paid on 11/14/2023



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 2026-05-07-08

Revoking the Business License Issued for Siegel Select Birmingham II
Located at 1902 Highway 31 South in Pelham, Alabama

WHEREAS, the City of Pelham previously 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 is zoned M-1, Light Industrial District, and the hotel use continues only as a legal nonconforming use under the City's current zoning ordinance; and

WHEREAS, the business is licensed under NAICS classification 72111 for hotels and motels, which applies to transient lodging; and

WHEREAS, the City's Finance Department, through routine audit procedures, identified evidence indicating a substantial portion of the property is being used for long-term residential occupancy rather than transient lodging; and

WHEREAS, additional evidence, including business records, marketing materials, and online listings indicates the property is being operated, in part, in a manner consistent with apartment-style or long-term residential use; 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 5-13 of the Pelham Code of Ordinances authorizes the City Council to 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; and

WHEREAS, the Pelham City Council adopted Resolution 2026-04-09-10 setting a public hearing for April 23, 2026, to consider whether the business license issued for the property should be revoked; and

WHEREAS, notice of the public hearing and the grounds for potential revocation was provided to the licensee in accordance with applicable law; and

WHEREAS, on April 23, 2026, the Pelham City Council held the public hearing, received and considered evidence and testimony, and provided the licensee an opportunity to appear, present evidence, and respond prior to final action; and

WHEREAS, after considering the evidence and testimony presented, the City Council finds the licensee has violated applicable provisions of the City's zoning ordinance and business license ordinance by operating a business activity inconsistent with its licensed hotel classification.

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

1. The Pelham City Council hereby finds the business located at 1902 Highway 31 South, currently operating as Siegel Select Birmingham II, has been operating, in part, in a manner inconsistent with its issued business license classification for hotel and motel use.
2. Pursuant to Section 5-13 of the Pelham Code of Ordinances and all other applicable law, the business license issued for Siegel Select Birmingham II at 1902 Highway 31 South is hereby revoked.
3. The City Manager, Finance Department, City Attorney, and all other appropriate City employees are hereby authorized to take all actions necessary to carry out the intent of this Resolution, including providing notice of this action to the licensee and taking any additional enforcement action authorized by law.
4. This Resolution shall become effective immediately upon its adoption and approval.

THEREUPON _____, a councilmember, moved and _____ a councilmember, seconded the motion that Resolution 2026-05-07-08 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 7th day of May 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 7th day of May 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 7th day of May 2026.

Jonathan Seale, CMC, City Clerk/Treasurer

[SEAL]

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

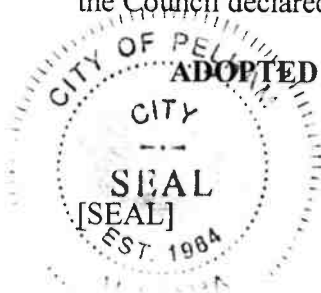
WHEREAS, pursuant to Section 5-13 of the Pelham Code of Ordinances, the City Council may revoke a business license, or the privilege to obtain or renew such license, after notice and public hearing, if the licensee has violated any applicable law or ordinance.

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.



CG 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**