

## ZONING BOARD OF ADJUSTMENT STAFF REPORT

July 28<sup>th</sup>, 2025

**ZBA-52-25**

### **GENERAL INFORMATION**

#### **Property Owner ( ) Petitioner (X)**

Alex Pfenenger

#### **Requested Action and Purpose**

Petition for a special exception to allow the short-term rental of a property.

#### **Location and Existing Zoning**

1811 3<sup>rd</sup> Street. Zoned DHEH. (Council District 4)

#### **Size and Existing Land Use**

Approximately 0.1 acres, Single-family residential

#### **Surrounding Land Use and Zoning**

North: Open Space, OS

East: Single-family residence, DHEH

South: Single-family residence, DHEH

West: Single-family residence, DHEH

#### **Applicable Regulations**

Sec. 25-39. Special Exception Use Permit

##### **d. Decision-Making Standards for Special Exception Use Permit**

The Zoning Board of Adjustment may approve a special exception use permit application only upon finding the proposed special exception use:

1. Complies with all applicable district-specific standards in Article IV :Zoning Districts;
2. Complies with all applicable standards in Article V : Use Regulations;
3. Complies with all relevant subdivision standards in the Subdivision Regulations;
4. Will not have a substantial adverse impact on vehicular and pedestrian safety;
5. Will not have a substantial adverse impact on vehicular traffic;
6. Is compatible with the character of surrounding development and the neighborhood;
7. Will not have a substantial adverse impact on adjoining properties in terms of noise, lights, glare, vibrations, fumes, odors, litter, or obstruction of air or light;
8. Will not have a substantial adverse impact on the aesthetic character of the area where it is proposed to be located; and
9. Will not have a substantial adverse impact on public safety or create nuisance conditions detrimental to the public.

##### **Sec. 25-101.c.4.iv.d General Standards**

- (1) Short-term rentals shall comply with all building and fire codes, and comply with all provisions of this Ordinance, including Article VI Division 2, Off-Street Parking, Bicycle Parking, and Loading Standards, and Article VI Division 10, Signs and Billboards.

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- (2) Short-term rentals shall comply with the standards in Sec. 10.8-13, Noise in residential districts, of the City Code.
- (3) Off-street parking spaces may be provided on driveways or within a parking area on the property.
- (4) The property shall contain a dwelling able to be occupied.
- (5) Commercial events or other large events such as concerts or weddings are prohibited on the property.
- (6) The rental of units for a period of less than 24 hours is prohibited

### **Sec. 25-101.c.4.iv.g Decision Criteria**

When deciding on an application for a special exception use permit to operate a short-term rental use, the Zoning Board of Adjustment shall consider the following factors, in addition to the general decision-making standards in Sec. 25-39.d:

- (1) Whether the property is permanently occupied and leased in its entirety to one party for periods of at least 30 consecutive nights;
- (2) Whether the short-term rental use is proposed to be or will be the primary or accessory use of the dwelling;
- (3) If a short-term rental is proposed for a site that has been previously used for a short-term rental, the number of complaints, violations, and other departures from the standards of this Ordinance and the City Code that have occurred on the property; and
- (4) As part of its evaluation on the character of surrounding development and the neighborhood and other potentially adverse impacts of the use, the characteristics of the neighborhood and surrounding properties including the underlying zone district, surrounding land uses, the number of nearby short-term rental uses, the topography, access, and similar factors.

### **SUMMARY**

The petitioner is requesting a special exception to allow the short-term rental of a dwelling. Alex Pfenenger will be the primary contact and will be available 24 hours a day in case of an emergency. The petitioner manages 49 properties in the Tuscaloosa area. The house will be equipped with keypad locks, exterior cameras, and a ring doorbell. The house is not owner occupied. The house will be used by the applicant while it is not being rented short term. The house has 3 bedrooms and 3 bathrooms. The petitioner is requesting 10 adults and 4 vehicles.

Office of Urban Development, Planning Division: If approved, staff recommends 4 adults / 2 vehicles based on existing driveway /off-street parking and occupancy as it relates to parking.

Office of Urban Development, Codes and Development Services Division: No violations found or complaints received.

Office of Urban Development, Building and Inspections Division: No comment

Office of the City Engineer: No comment.

Fire and Rescue Department, Fire Administration: No comment



## ZONING BOARD OF ADJUSTMENT

### SHORT-TERM RENTAL PETITION

*Last Updated, May 2023*

Please complete all of the following fields:

#### Location of Property

Address: 1811 3rd Street, Tuscaloosa, AL 35401

Name: Alex Pfenenger Phone: \_\_\_\_\_

Address: \_\_\_\_\_

#### Property Owner (if different from petitioner)

Name: Todd Elliott Phone: \_\_\_\_\_

Address: \_\_\_\_\_

*Note: The Special Exception to allow a short-term rental will be granted to the listed petitioner on this application. The approval will be void if the listed petitioner is no longer affiliated with the short-term rental.*

The Petitioner requests a Special Exception from the Zoning Board of Adjustment to allow a short-term rental:

Any residential properties located in a historically designated area of the City require a special exception. Any properties that are outside of the Tourist-Overlay District and within Tuscaloosa City Limits that are zoned for residential use, excluding apartments and condominiums, require a special exception.

**Who will be the primary contact in case of an emergency? Where are they located in relation to the property? Will they be available 24 hours a day?**

Alex Pfenenger, Located in Tuscaloosa. Can be available.

**What is the petitioner's experience managing short-term rentals? (ex. how many properties, location, any issues, etc.)**

We have about 50 properties in Tuscaloosa we manage, no issues.

**What security measures are in place for renters to prevent violations of City ordinances and protect the neighborhood? (ex. cameras, keypad locks, noise detection systems, etc.) Attach a copy of your rules and regulations for renters along with this petition.**

Keypad Locks/Standard Locks, Ring Doorbell

**PLEASE SUBMIT AN ELECTRONIC COPY OF THIS APPLICATION AND ANY NECESSARY  
SUPPORTING MATERIALS TO:**

Office of Urban Development:  
Planning Division

2201 University Boulevard, Annex III  
Tuscaloosa, AL 35401

Email: [zba@tuscaloosa.com](mailto:zba@tuscaloosa.com)

**Property Information:**

Number of Bedrooms: 5 Number of Bathrooms: 3

*Note: Multiple beds in a room should not be counted towards the number of bedrooms. Please contact the Building and Inspections Department at 205-248-5110, if you are unsure whether a room meets the IBC requirements for a bedroom.*

Is this the owner's primary residence? ☐ Yes ☒ No

If **yes**, where will the property owner stay when the home is being rented? If **not**, please explain how this property will be used when it is not being rented on a short-term basis.

Second Home

On-street parking is prohibited while the dwelling is being rented on a short-term basis. Parking must be located on driveways or within a parking area on the property. No more than two vehicles may be parked tandem (one vehicle behind the other). Typically, two adults are allowed per vehicle. Submitting photographs of the parking area is highly encouraged.

**How many vehicles are you requesting to park in your driveway or designated parking area during the short-term rental? How many adults are you requesting to rent at one time?**

Due to both the home and guest house we are requesting 4 vehicles and 10 adults.

**Important Items to Note:**

- A \$400 filing fee must be submitted with this petition. Check is preferred, but an invoice can be sent upon request.
- In-person attendance at the ZBA meeting is mandatory for the petitioner.
- Any request which will not be represented by the property owner at the public hearing must be accompanied by a notarized designation of agent affidavit.
- Approval by the Zoning Board of Adjustment is only ONE of the requirements for short-term rentals. You must submit a completed packet and receive a City of Tuscaloosa Business License before operating. Required documents can be found here: [www.tuscaloosa.com/str](http://www.tuscaloosa.com/str).
- No accessory dwelling (pool house, mother-in-law suite, etc.) may be occupied by anyone at any time during the short-term rental.

**Certification of Applicant**

I certify that the foregoing facts, to the best of my knowledge, are true and correct and that except for the exception requested in this petition, the proposed construction and use complies with all requirements for the zoning district in which the property is located. I also acknowledge that if the Board determines that any of the foregoing information is not accurate, my petition may be denied because it contained false or otherwise incorrect information. I recognize the City will send public notification and place a sign on the property with information for the public. This Petition will not be accepted until all required information is provided.

Print Name: Alex Pfenenger

Signature:

*Alex Pfenenger*

dotloop verified  
07/01/25 5:29 PM CDT  
X2VF-2T4N-79RV-APOI

Date: \_\_\_\_\_





TUSCALOOSA

DESIGNATION OF AGENT

PROPERTY OWNER

I, Todd and Laura Elliott, being owner of the property which is the subject of this application  
PRINT NAME  
1811 3rd Street, Tuscaloosa, AL 35401 hereby authorize  
SUBDIVISION NAME PROPERTY ADDRESS, OR TAX PARCEL ID  
Gameday Vacay LLC to act as my representative with the City of Tuscaloosa's Zoning Board of  
PRINT NAME  
Adjustment, and/or Planning and Zoning Commission, and/or Historic Preservation Commission, and /or City Council, as  
required by the type of request listed hereon.

Such representation shall be for all purposes concerning any manner, right or obligation relating to this petition. This designation authorizes my agent to make verbal or written representations and/or declarations on my behalf and I shall be legally bound by said verbal or written representations and/or declarations relating to this petition.

The petitioner understands and acknowledges that the City will rely upon the agent's representations in approval or denial of said petition.

Signature  Date \_\_\_\_\_

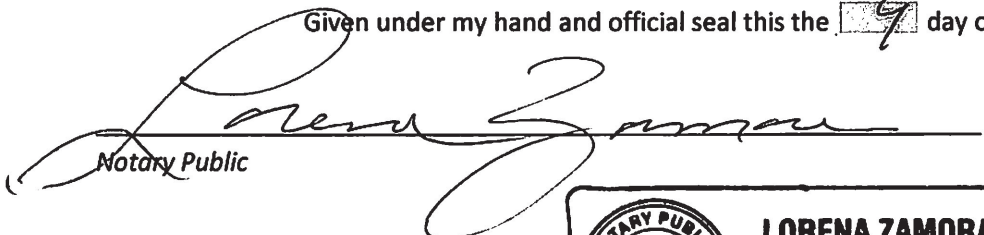
STATE OF ALABAMA | COUNTY OF TUSCALOOSA

I, Lorena Zamora, a Notary Public in and for said State at Large, hereby certify that  
Laura S. Elliott  
Todd Elliott  
signed to the foregoing document, and:

- ☐ Who is known to me, or  
☒ Whose identity I proved on the basis of Driver's Lic, or  
☐ Whose identity I proved on the oath/affirmation of \_\_\_\_\_, a  
credible witness to the signer of the above document

and that being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9 day of July, 20 25

  
Notary Public

2-28-27  
Commission Expiration



## **SHORT-TERM RENTAL AGREEMENT**

WITNESS NOW, this Short-Term Rental Agreement (the "Agreement") made and entered by and between Gameday Vacay, LLC, an Alabama Limited Liability Company ("Property Manager") acting as Property Manager for the Owner of the Property, and "Guest".

NOW THEREFORE, the Parties hereto in consideration of the mutual promises made herein, one to the other, the receipt and sufficiency of which is acknowledged, the parties hereby contract and agree as follows:

1. **Property**: The Property consists of the number of floors, bedrooms, and bathrooms, along with the furnishings, equipment, and other items for use of Guest as is set forth on the listing of the property, which is incorporated herein by reference the same as if recited verbatim herein.
2. **Rental Party**: The Rental Party shall consist of Guest and persons up to the maximum occupancy as stated on the listing. \*\* Renter must provide a copy of driver's license\*\*
3. **Maximum Occupancy**: The maximum number of persons on the Property at any time is limited to the number of people listed on the listing.
4. **Term of the Lease**: The lease begins at 4 p.m. on the "Check-in Date" and ends at 11 a.m. on the "Checkout Date."
5. **Minimum Stay**: This property requires a minimum stay. Longer minimum stays may be required during holiday periods.
6. **Rental Rules**: Guest agrees to strictly abide by the Rental Rules in Section 13 at all times while at the Property, as well ensuring that all Guests and Invitees are knowledgeable of and strictly obey said Rental Rules while on the Property.
7. **Access**: Guest shall allow the Property Manager, the Owner, and the employees and contractors of both or either access to the property for purposes of repair and inspection at any time. The Property Manager, the Owner and their employees and contractors shall exercise this right of access in a reasonable manner and the same shall not be a constructive eviction, or otherwise entitle the Guest to any reduction of monies due under this Agreement.
8. **Due Date**: Rental Rate and Fees are due at the time of execution of this Agreement.
9. **Cancellation**: Cancellation Policy listed on the listing is to be adhered to as a part of this agreement.
10. **Insurance Fee**: Insurance Fee is a charge, not based on any proportionality, to assist in offsetting the cost and expense of Owner's and Property Manager's property and casualty coverage. Said insurance is solely for the protection of the Owner and Property Manager and neither the Guest nor any of Guest's Invitees are beneficiaries, insureds, owners, third party beneficiaries, or otherwise under the policy(ies).

11. **Indemnity:** By their signature hereon, the Guest does hereby indemnify and agree to hold harmless the Owner and the Property Manager and their agents, representatives, officers, directors, members, managers, employees, and contractors from any and all claims made against any of them, whether in law or in equity, contractor or tort, statutory or common law, arising from the Guest's rental and use of the Property, whether or not the Owner, Property Manager or their agents, representatives, officers, directors, members, managers, employees, and contractors are alleged to be wholly or partially at fault or liable for damages. Guest agrees that Guest is strictly and jointly responsible with his/her Invitees for all acts and omissions of his/her Invitees. This paragraph survives termination and completion of the rental. Guest further does hereby indemnify and agree to hold harmless the Owner and the Property Manager and their agents, representatives, officers, directors, members, managers, employees, and contractors from any and all claims brought against them and losses and damages sustained by the same due to Guest's breach of any term, condition or rule set forth in this Agreement.
12. **Payment:** Acceptable payment methods are VISA, MasterCard & Discover, personal checks, cashier checks and money orders. There must be a valid credit card on file for incidentals such as extra night stay and breakage of items in the house and outside, excess trash, etc. Personal checks, cashier checks and money orders are to be mailed to the following person and address:

**Gameday Vacay LLC  
1501 University Blvd #101  
Tuscaloosa, AL 35401**

**13. Rental Rules, Regulations and Additional Agreements:**

- a. Smoking is NOT allowed anywhere on the Property.
- b. Only the Guest and their approved Invitees may stay overnight at the Property.
- c. The Owner(s) and the Property Manager are not responsible for any accidents, injuries, deaths, illness or property damage that may occur during Guests rental of the Property. The Owner(s) and the Property Manager are not responsible for the loss of personal belongings or valuables of the Guest or guest's Invitees. Guest and Guest alone is solely responsible for any of the foregoing.
- d. Guest and their Invitees may not engage in any illegal or unlawful activities while on the Property; nor shall they commit any of the following: any criminal conduct; behaving in a loud or obnoxious manner, disturbing or threatening the rights, comfort, health, safety and convenience of others and neighbors; possessing a controlled substance or drug paraphernalia, engaging in or threatening violence; possessing a gun or knife or any weapon prohibited by the State of Alabama; using any appliance or supplied equipment other than for its intended normal use and in accordance with its proper and safe operating procedures; and allowing the presence of any hazardous materials, including, but not limited to fireworks to be on the Property.
- e. Guest shall strictly supervise anyone under the age of 21 years and not leave such Invitee alone on the Property, or allow such Invitee to use any appliance or supplied equipment, without the



close presence supervision of the Guest. Guest and Guest alone is solely responsible for any injuries, deaths, and/or property damage resulting from Guest or any Invitee using any appliances or supplied equipment.

- f. In the event that there are any injuries, accidents, damages and/or emergencies that occur on the Property or in using any supplied appliances or equipment during the Guest's stay the Property Manager is to be contacted immediately by Guest. In the event the danger, injuries, accidents, damages, and/or emergencies are life or safety threatening or in the event of fire, crime or other possible threat to the Property or Guest/Invitees, please immediately call 911 prior to notifying the Property Manager.
- g. Guest shall keep the Property and all furniture, furnishings, appliances, and supplied equipment clean and in good working order. In the event of any damages or material changes to Property, furniture, furnishings, appliances, and/or supplied equipment the Property Manager shall charge Guest for the cost of remedying the issue plus a 10% fee to Gameday Vacay LLC.
- h. Guest and guest's Invitees shall only use the Property, appliances and supplied equipment for their intended uses and in a safe and proper manner, and as to appliances and supplied equipment, in accordance with any manufacturer's directions.
- i. Pets are NOT allowed under any condition. Guest shall pay a fine of \$500 per pet allowed at the Property.
- j. Parking is limited to the number of vehicles described in the listing. If you park any vehicles in street during the day, park them on the correct side of the street; do not obstruct any traffic flow, do not block anyone other property's driveway or front sidewalk, park close to the curb and remember to be courteous to the neighbors. If the Owner receives a parking violation from any governmental entity or from the Homeowner's Association Guest's credit card will be billed for the cost of the ticket or fine.
- k. There is not any daily maid or housekeeping service. While bed linens and bath cloths and towels are included in the unit, daily maid/housekeeping service is not included in the rental rate.
- l. Towels or linens may not be taken from the Property. If any are missing, your credit card will be charged as follows:
  - Bed linens: \$75 per item
  - Wash cloths: \$15 per item
  - Towels: \$30 per item
- m. Fireplaces, etc., if any: Are not to be accessed by guests under any circumstances.
- n. When finished with each use of any appliances or supplied equipment you shall promptly turn the item off, clean it and store it in a proper manner.

- o. Water and Sewer/Septic: DO NOT FLUSH anything other than toilet paper. No feminine products shall be flushed at any time. Remember that Texas is often in a water conservation mode and that in any event water costs the Owner money – do not excessively use water by letting it run when not being immediately used by Guest or an Invitee.
- p. Pool and Spa, if any. Guest and Guest alone is solely responsible for ensuring that all access gates and other safety equipment to the pool and spa are closed and properly engaged. Guest and Guest alone is solely responsible for ensuring that all persons using the pool and spa are using them in a safe manner. Absolutely no one under the age of 21 years shall use the pool or spa unless Guest or a responsible person over 21 years of age and selected by the Guest is at all times during use present at the pool or spa and observing the same and supervising the use thereof.
- q. Lake or Other Water Access, if any. Guest and Guest alone is solely responsible for ensuring that all access gates and other safety equipment to the lake or other non-pool/spa water are closed and properly engaged. Guest and Guest alone is solely responsible for ensuring that all persons using the lake or other non-pool/spa water from the Property are using them in a safe manner. Absolutely no one under the age of 21 years shall use the lake or other non-pool/spa water from the Property unless Guest or a responsible person over 21 years of age and selected by the Guest is at all times during use present at the lake or other non-pool/spa water and observing the same and supervising the use thereof.
- r. This Property is located in the State of Alabama and Alabama has a number of creatures which can result in someone's injury or death, including, but not limited to, insects, vermin, snakes, animals, birds, fish, etc. Guest understands and agrees that these are beyond the control of the Owner and the Property Manager and agrees to inform Guest's Invitees of these dangers and that Guest is solely responsible for any injuries, deaths or property damage resulting from Guest or Guest's Invitees arising from these creatures.
- s. If furniture inside or outside the house is rearranged and not put back in normal arrangement (i.e., the way they were arranged when you arrived) there will be a \$50 charge made to your credit card.
- t. Household Items: Guest is free to use condiments and household items, if any, on the Property, but do not remove them from the house upon departure, this includes condiments in the refrigerator, mini bar (if any) and pantry.
- u. Noise: Limit outside noise to a minimum and especially from 7:00 p.m. until 9:00 am. If a noise violation is reported or a fine is imposed due to your use of the Property your credit card will be charged the amount of the fine. Further, the Owner and Property Manager reserve the right, in either's sole discretion, to immediately terminate this Agreement and guest's right to use and occupy the Property should any justifiable complaints be received from any outside party, whether governmental or other property owner and Guest shall not be entitled to any refund.



v. Prior to departure: Guest has the following obligations prior to departure:

- i. All lights inside the house and outside must be turned off; the spa heater and equipment, if any, must be turned off; all stoves, grills, fireplaces, fire pits and chimeneas must be turned off and cool to the touch; all supplied equipment must be turned off and properly cleaned and stored; any access gates to the pool and spa, if any, must be properly secured. In the event that any of the foregoing are not as specified immediately above, minimum charge of \$250.00 will be charged to your credit card, plus you shall remain liable for any claims, losses or damages incurred by Owner and/or Property Manager.
- ii. If for any reason the televisions, cable, telephone, routers, modems, or any other such equipment is disconnected they must be reconnected and working properly. Failure to do so will result in a minimum \$75 re-installation fee that will be charged to your credit card.
- iii. Guest to set all thermostats at 80 degrees Fahrenheit upon departure during the months of April, May, June, July, August, September and October when the Air Conditioning is normally on and at 68 degree Fahrenheit during the months November, December, January, February and March when the heat is normally on. Additionally, should the pipes freeze and break during November, December, January, February, or March when the heat is normally on, Guest shall be responsible for any resulting property damage.
- iv. Prior to departure all trash must be taken and placed in the designated trash container that is provided. Trash bags are provided under the kitchen sink. Failure to do the same shall result in a \$250.00 charge will be billed to your credit card.

**14. Attorney's Fees; Interest; Jury Waiver.** In the event that Owner and/or Property Manager incurs attorney's fees, expenses and costs in enforcing the terms of this Agreement and/or documents incorporated by reference hereto against Guest, Guest shall be responsible for Owner and/or Property Manager attorney's fees, expenses and costs. Any balance owed by Guest pursuant to this Agreement shall accrue interest at 18% per annum or the highest rate allowed under Alabama law. Guest ***HEREBY WAIVES THEIR RIGHT TO A TRIAL BY JURY*** in any case dispute arising from this Agreement and and/or documents incorporated by reference hereto.

**15. Entire Agreement; Timing.** This is the entire Agreement between the Owner and Property Manager on one hand and the Guest on the other hand and can be modified only in writing signed by the Property Manager and the Guest. This document supersedes any prior communications, discussions, or agreements. Time is of the essence in all things and all obligations and performances required of Guest.

**16. Governing Law.** This Agreement is made and entered into in the State of Alabama in Tuscaloosa County, Alabama and is performable in whole or in part in Tuscaloosa County, Alabama, and sole venue shall lie in the Courts of Tuscaloosa County, Alabama. This Agreement is governed and interpreted by and under the laws of the State of Alabama without application of any Conflict of Laws rules or the laws of any other State or jurisdiction.

17. **Electronic Signature and Counterparts.** This Agreement may be electronically signed and executed in counterparts; an electronic signature shall be binding against the parties as if they physically signed the Agreement and counterparts taken together shall be considered a valid contract.

IN WITNESS WHEREOF, the parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

**PROPERTY MANAGER:**

Gameday Vacay LLC

BY:   
ITS: Manager

DATED: 10/10/13

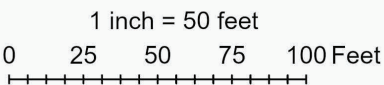
**GUEST:**

SIGNATURE: \_\_\_\_\_ DATED: \_\_\_\_\_





1811 3rd Street

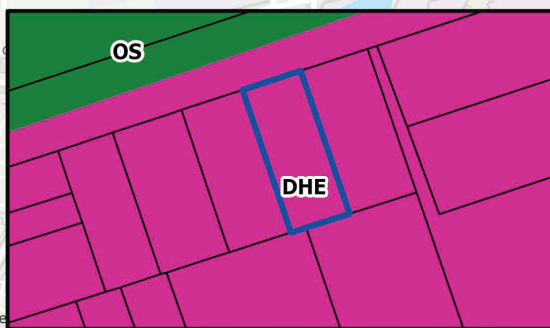
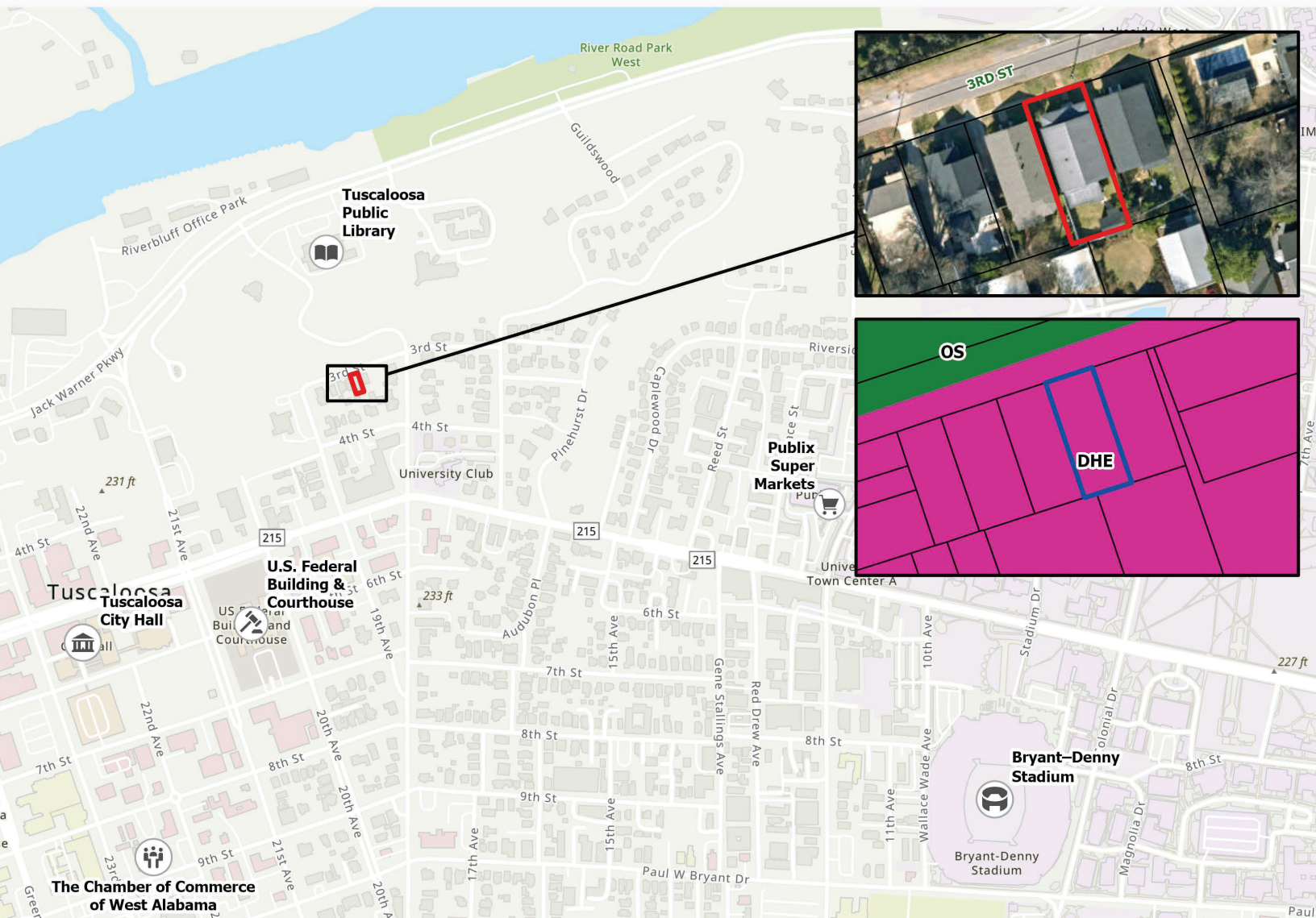






# 1811 3rd Street

0 300 600 900 1,200 Feet







# 1811 3rd Street

1 inch = 350 feet  
0 200 400 600 800





