Commercial Development Authority Agenda

Pelham City Hall - Council Work Room
July 15, 2025 – 6:00 PM

A. Call to Order

B. Record of Attendance

C. Agenda Approval, Additions or Deletions

D. Review and Approval of Minutes

1. Approval of minutes of May 20, 2025 Commercial Development Authority meeting.

E. Finance

1. Presentation and approval of Finance Report.

2. CDA Online Banking Access

F. Marketing & Status of Properties Owned by CDA

1. CDA Owned

a. 1908 Montgomery Highway

Update from City Regarding ALDOT Permit

Memorandum of Understanding with the City of Pelham

PPM Consultants - Proposal for Closure of Underground Storage Tanks

b. 1910 Montgomery Highway

c. Wellborn Property (2786 Pelham Parkway)

d. Fran's Property (3103 Pelham Parkway)

2. Continue Discussion Regarding Marketing

a. Lamar Sign

b. Business Website

c. Discussion regarding contract with Susan Kelly of ARC realty to market CDA owned properties.

G. Economic Development Update

1. Justin Smith, Assistant City Manager, City of Pelham

H. Executive Session

1. Opinion of the CDA Attorney

I. Adjournment

Commercial Development Authority Meeting Minutes

Pelham City Hall - Council Work Room
May 20, 2025 – 6:00 PM

A. Call to Order

The meeting of the City of Pelham Commercial Development Authority was called to order at 6:07 PM on May 20, 2025 in the Pelham City Council Work Room in Pelham City Hall.

B. Record of Attendance

Present at roll call were Chairperson Roberto Rodriguez (Place #2), Secretary/Treasurer Matthew Jaeh (Place #4), and Board Member Keltin Garret (Place #5). Board Member Eden Roy (Place #1) joined at 6:18. Absent was Board member Chris Arvin (Place #3).

C. Executive Session

1. **Memorandum from Attorney Josh Arnold advising on appropriateness of executive session.**
   The Chairman requested to take the agenda out of order and take the executive session as the last item of business.

D. Agenda Approval, Additions or Deletions

A motion was made by Keltin Garret to approve the agenda as presented. The motion was seconded by Matthew Jaeh. The motion was approved unanimously by the three members present.

E. Review and Approval of Minutes

1. **Approval of minutes of April 29, 2025 Commercial Development Authority meeting.**
   The minutes from the April 29th, 2025 meeting of the Commercial Development Authority were reviewed by the members present. A motion was made by Matthew Jaeh to accept and approve the minutes as presented. It was seconded by Keltin Garret. The motion was approved unanimously by the three members present.

F. Finance

1. **Presentation and approval of Finance Report.**
   A discussion was held regarding upcoming financial transactions and pending items. This was a discussion only as no action items were presented.

2. **Approval for payment of invoice for legal services from Fortune, Beard, Arnold, Graham, & Arnold, LLP in the amount of $4,150.**
   A motion to approve the payment of the legal services invoice presented by Fortune, Beard, Arnold, Graham, & Arnold, LLP in the amount of $4,150 was made by Matthew Jaeh. A second was made by Keltin Garett. The motion was passed unanimously by the three members

present.

G. Marketing & Status of Properties Owned by CDA

1. CDA Owned

A general discussion took place in regards to each of the below items. This was a discussion only, with no action items presented.

a. 1908 Montgomery Highway

b. 1910 Montgomery Highway

c. Wellborn Property (2786 Pelham Parkway)

d. Fran's Property (3103 Pelham Parkway)

2. Continue Discussion Regarding Marketing

A general discussion took place in regards to items (a) and (b). This was a discussion only, with no action items presented. Item (c) was not taken up in the meeting and no action was taken.

a. Lamar Sign

b. Business Website

c. Discussion regarding contract with Susan Kelly of ARC realty to market CDA owned properties.

H. Economic Development Update

City of Pelham Assistant City Manager Justin Smith provided a brief update of ongoing economic development items of interest within the City.

I. Adjournment

At 6:44 PM, a motion was made by Eden Roy to adjourn the meeting and enter executive session. The motion was seconded by Keltin Garret. The motion was approved unanimously by the four members present. The meeting was adjourned and an executive session was entered into consistent with the legal opinion issued by Attorney Joshua Arnold for discussion regarding the purchase and sale of real property, with an anticipated duration of 30 minutes with no action to be taken after.

THE COMMERCIAL DEVELOPMENT AUTHORITY OF THE CITY OF PELHAM
Adjusted Trial Balance
July 15, 2025

	Unadjusted Balance		Adjustments		Adjusted Balance	
	Debit	Credit	Debit	Credit	Debit	Credit
1030 · REGIONS CHECKING	2,770.16				2,770.16	
3845 · CENTRAL STATE BANK - OPERATING	143,548.44				143,548.44	
3853 · CENTRAL STATE BANK - HOLDING	100,000.00				100,000.00	
11000 · Accounts Receivable	250.00				250.00	
1310 · BUILDING & BUILDING IMPROVEMENT	253,423.91				253,423.91	
1311 · LAND	2,148,409.90				2,148,409.90	
1315 · LAND IMPROVEMENTS	179,049.01				179,049.01	
1320 · OFFICE FURNITURE AND EQUIPMENT	299.00				299.00	
0265 · CENTRAL STATE BANK - CD	746,276.83				746,276.83	
2710 · LINE OF CREDIT - CITY OF PELHAM	0.00				0.00	
3500 · NET POSITION		3,427,609.56				3,427,609.56
4020 · MONTHLY PAYMENT - LODGING TAX		163,091.50				163,091.50
8340 · INSURANCE- BUSINESS	5,000.00				5,000.00	
8440 · MISCELLANEOUS	212.05				212.05	
8580 · PROFESSIONAL FEES	9,890.00				9,890.00	
8680 · REPAIRS AND MAINTENANCE	1,500.00				1,500.00	
8950 · UTILITIES - WATER	71.76				71.76	
TOTAL	**3,590,701.06**	**3,590,701.06**	**0.00**	**0.00**	**3,590,701.06**	**3,590,701.06**

THE COMMERCIAL DEVELOPMENT AUTHORITY OF THE CITY OF PELHAM
Transaction Detail by Account
May 1 through July 15, 2025

Type	Date	Num	Name	Memo	Clr	Split	Debit	Credit	Balance
3845 · CENTRAL STATE BANK - OPERATING									
Check	05/27/2025	1028	Fortune, Beard, Arno...	Invoice # 379	X	8580 · PROFE...		4,150.00	-4,150.00
Deposit	05/28/2025		CITY OF PELHAM	2025 March L...	X	4020 · MONTH...	36,362.40		32,212.40
Check	06/04/2025	1030	Atlas	Invoice # 2623...	X	8580 · PROFE...		2,800.00	29,412.40
Check	06/04/2025	1029	Atlas	Invoice # 2649...	X	8580 · PROFE...		2,940.00	26,472.40
Check	06/10/2025		CITY OF PELHAM	Water Payment	X	8950 · UTILITI...		53.04	26,419.36
Check	06/23/2025	1031	Matt Ensor	Moe's Lawn C...	X	8680 · REPAIR...		1,500.00	24,919.36
Deposit	06/25/2025		CITY OF PELHAM	2025 April Lod...	X	4020 · MONTH...	36,265.34		61,184.70
Check	07/08/2025		CITY OF PELHAM	Water Payment		8950 · UTILITI...		18.72	61,165.98
Total 3845 · CENTRAL STATE BANK - OPERATING							72,627.74	11,461.76	61,165.98
4020 · MONTHLY PAYMENT - LODGING TAX									
Deposit	05/28/2025		CITY OF PELHAM	2025 March L...		3845 · CENTR...		36,362.40	-36,362.40
Deposit	06/25/2025		CITY OF PELHAM	2025 April Lod...		3845 · CENTR...		36,265.34	-72,627.74
Total 4020 · MONTHLY PAYMENT - LODGING TAX							0.00	72,627.74	-72,627.74
8580 · PROFESSIONAL FEES									
Check	05/27/2025	1028	Fortune, Beard, Arno...	Invoice # 379		3845 · CENTR...	4,150.00		4,150.00
Check	06/04/2025	1030	Atlas	Invoice # 2623...		3845 · CENTR...	2,800.00		6,950.00
Check	06/04/2025	1029	Atlas	Invoice # 2649...		3845 · CENTR...	2,940.00		9,890.00
Total 8580 · PROFESSIONAL FEES							9,890.00	0.00	9,890.00
8680 · REPAIRS AND MAINTENANCE									
Check	06/23/2025	1031	Matt Ensor	Moe's Lawn C...		3845 · CENTR...	1,500.00		1,500.00
Total 8680 · REPAIRS AND MAINTENANCE							1,500.00	0.00	1,500.00
8950 · UTILITIES - WATER									
Check	06/10/2025		CITY OF PELHAM	Water Payment		3845 · CENTR...	53.04		53.04
Check	07/08/2025		CITY OF PELHAM	Water Payment		3845 · CENTR...	18.72		71.76
Total 8950 · UTILITIES - WATER							71.76	0.00	71.76
TOTAL							**84,089.50**	**84,089.50**	**0.00**

RESOLUTION
CITY OF PELHAM COMMERCIAL DEVELOPMENT AUTHORITY

WHEREAS, the Board of the Pelham Commercial Development Authority (the "Authority") recognizes the necessity of managing the Authority's financial transactions and accounts efficiently, including through online banking platforms;

NOW, THEREFORE, BE IT RESOLVED, that the following officers of the Authority are hereby authorized to enroll in, access, and manage the Authority's online banking services with its designated financial institutions:

- Chairman
- Vice Chairman
- Secretary
- Treasurer; and

BE IT FURTHER RESOLVED, that the above-named officers are each individually authorized to perform the following actions on behalf of the Authority through online banking platforms:

- View account balances and transaction histories
- Initiate and approve electronic funds transfers and wire transfers
- Pay bills and vendors electronically
- Set up alerts and manage user permissions (if applicable)
- Take any and all necessary steps to effectively administer the Authority's online banking functions; and

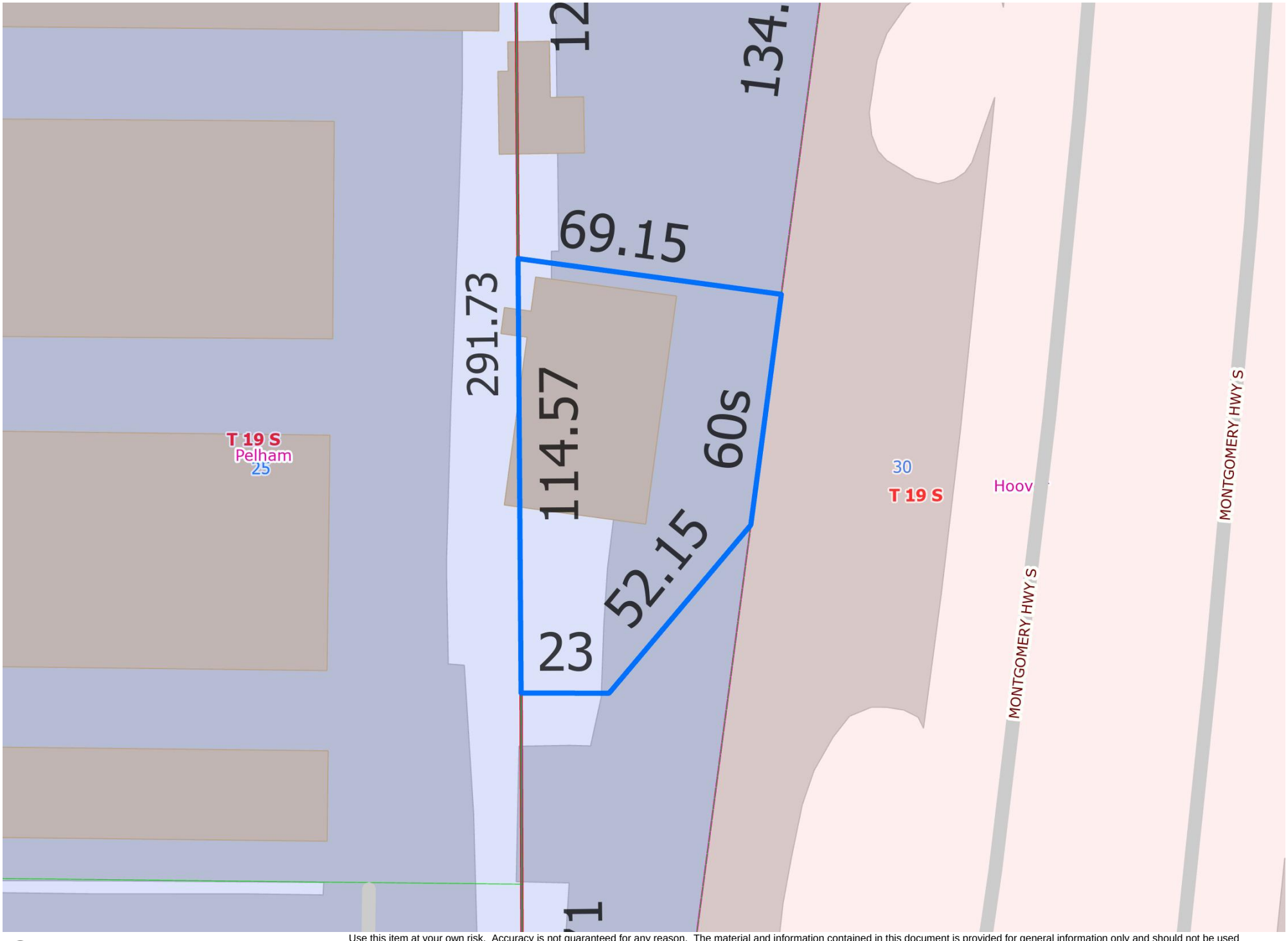
BE IT FURTHER RESOLVED, that any financial institution providing online banking services to the Authority may rely on this resolution until such time as written notice of its amendment or revocation is received; and

RESOLVED FURTHER, that the Secretary of the Authority is hereby instructed to include a copy of this resolution in the official records of the organization.

IN WITNESS WHEREOF, the undersigned hereby certifies that the foregoing is a true and correct copy of a resolution duly adopted by the City of Pelham Commercial Development Authority on July 15, 2025.

_____

Roberto Rodriguez,
Chairman



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Shelby County, AL Property Record Information

PIN#: 10 9 30 0 002 006.000	Assessment Year: 2024	T19S R02W Sec30

Owner Name	Owner Name
ALSAYED AYMAN	

Address	Address	City, State Zip
5983 WATERSIDE DR		HOOVER, AL 35244

Site Information

Subdivision Name:	Primary Lot:	Secondary Lot:
Block: 000	Map Book: 0	Map Page: 0
Lot Dimension 1: 60	Lot Dimension 2: 69.15	Acres: 0.14
Municipality: Pelham		

Description

COM NW COR SW1/4 SW1/4 S125 ALG W LN SEC 30 TO POB CONT S114.57 ALG SEC LN
E23 NE52.15 TO W ROW US HWY 31 NELY60(S) ALG ROW W69.15 TO POB

Remarks

DB 286 P 140;DB 03 P 634;ST CERT #58-93-0053 CV98-365

Document Links

https://probaterecords.shelbyal.com/shelby/search.do?dmy=20250211000041630=&indexName=details&templateName=Details_SN&lq=20250211000041630
https://probaterecords.shelbyal.com/shelby/search.do?dmy=20181101000387450=&indexName=details&templateName=Details_SN&lq=20181101000387450
https://probaterecords.shelbyal.com/shelby/search.do?dmy=20010109000007981=&indexName=details&templateName=Details_SN&lq=20010109000007981
https://probaterecords.shelbyal.com/shelby/search.do?dmy=19960829000283851=&indexName=details&templateName=Details_SN&lq=19960829000283851

ALABAMA
DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION – BIRMINGHAM AREA – CALERA DISTRICT
DISTRICT MANAGER
3805 Hwy. 31
P.O. Box 940
CALERA, ALABAMA 35040
Telephone: (205) 668-0173
Fax: (205) 668-0175

Kay Ivey
Governor

John R. Cooper
Transportation Director

May 22, 2025

Mr. William D. McDaniel P.E.
Area Operations Engineer
State of Alabama Department of Transportation
1020 Bankhead Highway West
Birmingham AL 35202-2745

Attention: Roddy C. Mitchell P.E. Area Maintenance Engineer

Re: City of Pelham
Permit No: 3-5-11583
AL-3 MP 261.67

- Not within MCL's
- ALDOT Fiber in the area
- Not in conflict with any current ALDOT projects

Dear Sir:

Attached is (1) copy of Plans, MB-05, and Bond. This is for work on AL-3 at milepost 261.67. The work will be pavement removal within the AL-3 right-of-way associated with the demolition of 1908 Montgomery Hwy. South, see attached sketch. Pavement removed will be replaced with grassing, no change to grades/elevations.

If you have any other questions, please feel free to reach out.

Respectfully yours,

Timothy Wallace, TA
District Administrator

TW/th
Attachments
cc: File

Kay Ivey
Governor

ALABAMA
DEPARTMENT OF TRANSPORTATION
EAST CENTRAL REGION – BIRMINGHAM AREA – CALERA DISTRICT
DISTRICT MANAGER
3805 Hwy. 31
P.O. Box 940
CALERA, ALABAMA 35040
Telephone: (205) 668-0173
Fax: (205) 668-0175

John R. Cooper
Transportation Director

June 10, 2025

City of Pelham
3162 Pelham Pkwy
Pelham, AL 35124
205-620-6400

Re: Shelby County
Permit No. 3-5-11583
AL-3 MP 261.67

- Not within MCL's
- Not within active construction limits
- ALDOT fiber not in area
-

Dear Sir:

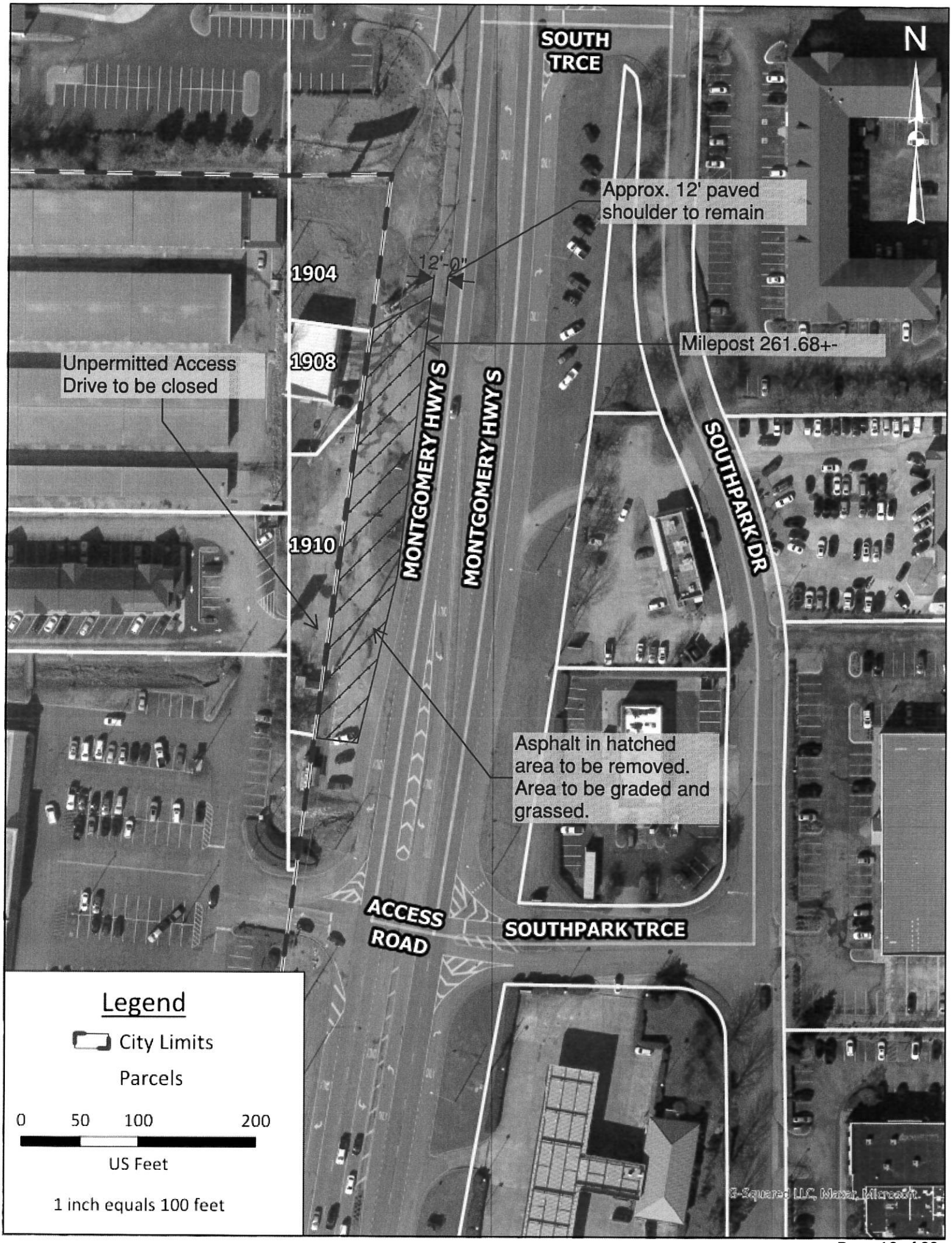
Attached is your approved copy of the above referenced permit. **This application ONLY APPROVES WORK IN SHELBY COUNTY.**

Please notify this office 24 hours in advance of beginning work, and promptly upon completion of this permit. **A copy of this approved permit and plans must be available on the job site during construction.**

Respectfully yours,

Timothy Wallace, TA
District Administrator

TW/th
cc: File
Attachment


SOUTH TRCE
N
Approx. 12' paved shoulder to remain
12'-0"
1904
1908
1910
Milepost 261.68+-
Unpermitted Access Drive to be closed
MONTGOMERY HWY S
MONTGOMERY HWY S
SOUTHPARK DR
Asphalt in hatched area to be removed. Area to be graded and grassed.
ACCESS ROAD
SOUTHPARK TRCE
Legend
City Limits
Parcels
0 50 100 200
US Feet
1 inch equals 100 feet

Memorandum of Understanding

This Memorandum of Understanding (the Memorandum, is made on this_____ day of _____, 2025, by and between the City of Pelham (hereinafter, "the City"), and the City of Pelham Commercial Development Authority (hereinafter, "the CDA) (or together referred to as "the "Parties"), both of 3162 Pelham Parkway, Pelham, AL 35124, for the purpose of achieving the various aims and objectives relating to the project ongoing on and adjacent to the parcels located at 1908 and 1910 Montgomery Highway, Pelham, AL (the "Project").

WHEREAS, the City and the CDA have been collaborating on the Project to remove blighted structures and beautify the northern gateway to the City; and

WHEREAS, the CDA owns real property associated with the Project and the City has been providing technical assistance and coordinating with state government entities regarding adjacent right-of-way; and

WHEREAS, the City has received a permit by the Alabama Department of Transportation for work on AL-3 at milepost 261.67 for pavement removal within the AL-3 right-of-way associated with the demolition of Montgomery Highway and replacement of that pavement with grass; and

WHEREAS, the City and the CDA desire to enter into this Memorandum to memorialize responsibilities of each in working together to manage the project.

NOW THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the Parties agree as follows:

1. Purpose

   The purpose of this Memorandum is to provide the framework for the understanding and cooperation between the City and the CDA to manage this Project

2. The Project

   The Project is a joint effort of the Parties to promote and support gateway beautification within the City.

3. Obligations of the Parties

   The Parties agree to work together to ensure united, visible, and responsive leadership and to provide adequate financial, administrative, technical and managerial resources for the success of the Project.

4. Cooperation

The activities and services supplied by the Parties for the Project shall include, but are not limited to:

Services to be rendered by the City include:

Regulatory Oversight/Technical Assistance – The City will coordinate with other governmental entities and will assume responsibility to ensure that conditions required in the ALDOT permit are met and complied with. The City will also provide technical assistance in ensuring the CDA complies with ADEM regulatory requirements on the Project site.

Services to be rendered by the CDA include:

Providing and paying a contractor to perform demolition of the pavement within the ALDOT right-of-way.

8. Liability

Except as provided herein, no other liabilities will arise or be assumed between the Parties in connection with this Memorandum or Project.

9. Term

This memorandum will remain in place until such a time that the properties associated with this Project are transferred to the City.

11. Notice

Any notice or communication required or permitted under this Memorandum is sufficient if delivered in person, certified mail, or inter-office mail to the address set forth in the opening paragraph.

12. Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Alabama.

13. Assignment

Neither party may assign or transfer the responsibilities under this Memorandum without the prior written consent of the non-assigning party.

14. Amendment

This Memorandum may be amended or supplemented in writing by agreement of the Parties.

City of Pelham

_____ Date:_____

Gary Waters, Mayor

City of Pelham Commercial Development Authority

_____ Date:_____

Roberto Rodriguez, Chairman

June 19, 2025

Pelham Commercial Development Authority
c/o Mr. Andre Bittas
Director of Development Services & Public Works
City of Pelham
3162 Pelham Parkway
Pelham, Alabama 35124
abittas@pelhamalabama.gov

RE: Proposal for In-Place UST and Line Closure and Assessment
Former Pelham Convenience Store
1908 Highway 31
Pelham, Alabama 35124
Facility ID No. 20660-117-007966
PPM Proposal No: 25-40068

Dear Mr. Bittas:

Thank you for allowing PPM Consultants, Inc. (PPM) the opportunity to provide this proposal for conducting an in-place underground storage tank (UST) and product line closure and associated assessment, at the referenced location. A portion of the tanks/tankpit are suspected to be located within the state right-of-way for Highway 31. According to the Alabama Department of Environmental Management's eFile records, the facility contains two 10,000-gallon USTs and one 8,000-gallon gasoline UST, located within a single tank pit. Based on aerial imagery, it is estimated that approximately 110 feet of product piping are present. Depth to groundwater is unknown; however, given regional hydrogeologic features, it may be encountered during boring advancement. The assessment will be conducted in general accordance with the ADEM Administrative Code r. 335-6-15-35.

1.0 SCOPE OF WORK

1. PPM will prepare and submit ADEM Form 422, *Notice of Intent to Permanently Close Underground Storage Tank or Piping* (30-day notification)
2. A Site Specific Health & Safety Plan (HASP) with related Job Safety Analysis (JSA) will be created for the proposed activities to establish the personal health and safety procedures of PPM employees and subcontractors performing work at this location.

3. PPM will engage a subcontractor to complete the following activities: purge product lines by pushing remnant liquids and accumulated sludges into the USTs, empty and clean tanks by removing all liquids and accumulated sludges and properly dispose in accordance with applicable regulations, fill the USTs with an inert solid material (i.e. sand, concrete or foam), cut and cap all product piping, remove and dispose of the remains of the dispenser island and rough grade the former dispenser area level with surrounding pavement (assumes that no concrete or asphalt paving will be required).

4. Public utility location and clearance procedures will be initiated prior to conducting subsurface investigation activities. Additionally, a private utility locate company (GPRS) will be contracted to perform subsurface utility location outside of public right-of-way. The private and public utility locations will be used to evaluate soil boring placement, which is subject to modification depending on the potential for subsurface utilities interference.

5. As an additional safety measure, boring locations will be hand augered to a depth of approximately four feet below ground surface (bgs) at each location for utility clearance. A track-mounted direct-push rig utilizing probes with acetate sleeves will be used to advance the soil borings to termination depths.

6. As required by the ADEM – UST Closure Assessment Guidance Manual dated September 2007, PPM will advance four (4) soil borings around the perimeter of the UST pit. Two soil samples will be collected for laboratory analysis from each soil boring. One soil sample will be collected from the lower one-third of the UST pit and one soil sample will be collected from 5 feet below the estimated base of the USTs in all four borings. One boring will be advanced to the depth of groundwater, refusal, or a maximum of 40 feet. If groundwater is encountered in that boring, a groundwater sample will be collected. If groundwater is not encountered a soil sample will be collected at boring termination and submitted for laboratory analysis.

7. PPM will advance approximately 11 borings along the product piping length (every 10 linear feet) and 2 borings at the former pump island, 1 on either side to a depth of approximately 5 ft bgs. One soil sample from approximately 1 ft below product piping/dispensers will be collected from each boring and submitted for laboratory analysis.

8. Soil samples will be collected continuously from each soil boring for soil descriptions, field screening and sample collection. Field screening will consist of visual, olfactory and vapor head space screening utilizing a calibrated photo-ionization detector (PID) or combustible gas detector. Soil descriptions will be

documented in general conformance with the Unified Soil Classification System (USCS). Soil descriptions and PID readings will be recorded on soil boring logs.

9. The UST pit and product line soil samples will be submitted to a NVLAP Laboratory for analysis of total petroleum hydrocarbons-gasoline range organics (TPH-GRO) per Environmental Protection Agency (EPA) Method 8015.
10. If groundwater is present above the typical location to collect soil samples, groundwater sampling will be required. Based on regional geology and local hydrogeologic features, PPM assumes that this will be the case; therefore, the proposal includes the use of a direct-push technology (DPT) rig and the installation of 4 temporary wells to collect four groundwater samples for analysis of benzene, toluene, ethylbenzene and xylenes (BTEX), methyl tertiary butyl ether (MTBE), and naphthalene per EPA Method 8260. No additional costs are included for this line item as the elimination of the additional soil samples will cover the costs for this analysis.
11. Upon completion of field activities, PPM will incorporate the findings into the UST Closure Assessment report for submittal to ADEM. The report will also include recommendations for next steps and a path forward if deemed appropriate.

NOTE: The estimated costs associated with the UST Closure Assessment are based on the collection and analysis of 21 soil samples and one groundwater sample. If site conditions warrant additional sampling, a change of scope will be required to complete the project.

2.0 ASSUMPTIONS AND LIMITATIONS

Since unexpected conditions can arise during subsurface investigations, PPM assumes the following regarding the proposed services:

- This proposal assumes that the drilling locations will be accessible to PPM personnel; underground and above ground utilities will not interfere with the boring installation process; and PPM has legal authorization to drill in the chosen locations. The approximate boring locations are identified on the enclosed figure. In an effort to limit the potential for damage to subsurface infrastructure, PPM requests boring location approval from the City of Pelham's Public Works director and request coordination with other local municipal public works that may be impacted. PPM is explicitly exempt from liability and responsibility for damage to property infrastructure and utilities.

- PPM anticipates that field sampling activities can be complete in one 10-hour day without additional mobilizations to the project location. However, given the limited area within which to work and safety concerns due to proximity to a major thoroughfare, PPM will complete the tank cleaning and field sampling activities independently in an effort to avoid having multiple subcontractors on site at a time.
- Inclement weather will not interfere with drilling for more than one hour per work day. Should the one hour window be exceeded, a stand-by rate of $500/hour will be incurred. Should the inclement weather significantly impact the ability to conduct the work, a re-mobilization for subcontractors may be necessary.
- The subsurface contains no materials that would prevent the specified equipment from penetrating to the desired drilling depths. Unforeseen conditions that dictate changes in scope, schedule or cost can occur with subsurface investigation projects, and PPM will charge at a time and materials rate-basis for such work. However, PPM will not exceed the estimated fee without notification of and authorization by the Client.
- This proposal does not include costs associated with groundwater or soil disposal.

3.0 COMPENSATION

PPM proposes to provide the scope of work on a Time and Materials basis in accordance with our standard Business Terms and Conditions, located in **Attachment B, Business Terms and Conditions**. The estimated cost to complete the services described herein is **$43,101.00**. This fee is based on the scope of work described herein and will not be exceeded without prior approval from the client. A breakdown of the costs is presented below:

• PPM Personnel		$6,816.00
• Drilling Subcontractor		$3,935.00
• Tank Cleaning/Rendering Inert Subcontractor		$29,700.00
• Laboratory Analysis		$2,125.00
• PPM Mileage, materials, & sampling equipment		$525.00
	Total	**$43,101.00**

The estimated cost is based on the assumptions provided in **Section 2.0**. If conditions are encountered which result in a change in scope, PPM will contact the City of Pelham CDA representative prior to proceeding.

Thank you for allowing PPM the opportunity to provide this proposal. PPM will begin the scope of work summarized above upon receipt of written authorization for the work on the

attached Authorization to Proceed. PPM appreciates the opportunity to submit this proposal and looks forward to working with you on this project. If you have any questions or need additional information, please email or call the undersigned.

Respectfully Submitted,

PPM Consultants, Inc.

Stephanie Pryor, P.E.
Project Director/Senior Engineer

Chuck Gooden
Project Manager/Staff Geologist

Attachment: A – Authorization to Proceed
B – Business Terms & Conditions

ATTACHMENT A

AUTHORIZATION TO PROCEED

PPM CONSULTANTS, INC.

Authorization To Proceed

PROJECT DESCRIPTION

Client Name: City of Pelham Commercial Development Authority

Project Name: In-Place UST & Line Closure & Assessment - Pelham Convenience Store

Project Location: 1908 Montgomery Highway, Pelham, AL

Services to be Provided: Phase II ESA per PPM Proposal No. 25-40068

PROJECT TERMS

Start Date: Within three weeks of receipt of signed Authorization to Proceed

Due Date: Report will be submitted within two weeks of receipt of lab data

Project Fee: $43,101

Contract Type: Time and Materials

Terms: Per attached Business Terms and Conditions

AUTHORIZATION

I hereby authorize PPM Consultants, Inc. to provide the services described at the stated fee in accordance with the attached Terms and Conditions.

Company: _____

Name: _____

Signature: _____

Title: _____

Date: _____

PPM Representative _____ Date: _____

ATTACHMENT B

BUSINESS TERMS AND CONDITIONS

PPM CONSULTANTS, INC.

BUSINESS TERMS AND CONDITIONS

A. Agreement for Services

The terms and conditions set forth in this Business Terms and Conditions and the accompanying proposal (herein after referred to as the "proposal") constitute the entire agreement (herein after referred to as the "Agreement") between PPM Consultants, Inc. (PPM) and the Client. This Agreement supersedes all previous proposals, offers, understandings or other verbal or written communication concerning the proposed services. Any revision or modification to this Agreement through purchase orders, correspondence, or other forms that are not consistent with the provisions, terms, or conditions of this Agreement are void, and shall not supersede the provisions, terms or conditions of this Agreement. Any revision to the terms and conditions of this Agreement must be accomplished in writing and signed by authorized representatives of PPM and Client.

Under this Agreement, PPM may serve as agent for, on behalf of and in the name of the Client, for the sole purpose of achieving project objectives and performing the required work. Such agency will be exercised only in the interest of efficiency in pursuing project objectives. PPM may, in its sole discretion, determine which agency power, if any, serve such interest of efficiency. Client must express any objection to the exercise of such an agency by PPM in writing within five (5) days of the receipt of actual notice thereof.

Any agency created under this Agreement will terminate immediately upon PPM's receipt of notice from Client, PPM will not be responsible for any actual consequential or incidental damages due to delays caused by Client's refusal to allow PPM to act as agent for Client. PPM will not be liable by reason of any agency created under this Agreement for any actual consequential or incident damages caused by the fault of Client or a third party.

PPM will neither be responsible for, nor be considered to be a generator of any hazardous waste as defined in applicable Federal and State laws, statutes or regulations resulting from work performed in this capacity.

B. Confidentiality

All information generated during the performance of work under this Agreement will be considered proprietary and confidential. Such information received, whether ascertained directly or indirectly, will not be disclosed to any third party without prior authorization from Client, unless required by law or applicable regulation(s). Confidential information which has become available directly or indirectly to the general public through governmental agencies will not be considered the fault of PPM and will in no way be construed as breach of this Agreement. All information submitted in the form of proposal, bid, cost estimate, etc. by PPM is considered to be confidential and privileged. Any use or disclosure of this information without written consent from PPM is prohibited, unless required for the purpose of evaluating content for procuring of services requested by Client.

C. Changed Conditions/Change of Scope

It is understood by the parties to this Agreement that in the course of performing the work described in the accompanying proposal conditions may arise or become apparent that require certain work be done in addition to the work described. The additional work shall be performed only with the consent of the Client in form of a written agreement, signed by both parties. Any additional work shall be performed subject to all terms and conditions of this Agreement. If conditions have changed to the extent that PPM believes that continued work poses an unreasonable health or safety risk, PPM may cease all work until a change of scope can be agreed upon in writing that provides for the elimination of unreasonable risks to health and safety. If a change of scope cannot be agreed upon in order to continue to work under conditions satisfactory to both parties, this Agreement shall be terminated at that time. Should this Agreement be terminated, PPM will be compensated for all services rendered up to the date of termination, at costs stipulated under this Agreement.

D. Delays

Should PPM be prevented from complying with any express or implied provision of this Agreement by operation of force majeure, or because of any federal or state law or any order, rule or regulation of a governmental authority, or any other delay which is not the fault of PPM, then while so prevented, PPM's obligations to comply with such covenant shall be suspended, and PPM shall not be liable for any actual or consequential damages arising out of force majeure or any other delay which is not the fault of PPM.

E. Termination

This Agreement may be terminated for good cause, by either party upon written notice by the other party received at least thirty (30) days in advance of termination. However, if work is terminated due to conditions perceived as being unsafe, work may be terminated immediately. This Agreement may also be terminated by express written agreement entered into by all parties to this Agreement. In the event that Client attempts to terminate this Agreement without cause, or otherwise wrongfully, PPM shall be entitled to recover the lost profits which it would have earned if the Agreement had not been breached as well as all other damages allowed under law.

F. Ownership of Documents

The production of all documents under this Agreement is considered to be solely associated with the completion of the proposed scope of work. The Client may not reproduce any document prepared by PPM for this project except for use pertaining to the furtherance of project scope. Any use or distribution of any document prepared by PPM for purposes which do not pertain to the completion of the scope of work is expressly prohibited unless prior written authorization is provided by PPM.

G. Use of Documents

All documents and reports of PPM, and the results and conclusions therein, arising out of this Agreement or pertaining to the project objectives are intended solely for the use of PPM and Client unless the parties to this Agreement specify otherwise in writing.

H. Disclosure

It is understood that the Client may have various information pertaining to the project that is not known to PPM. This information may include site history, location of buried objects, suspected contaminants, other subsurface conditions, utilities, etc. The Client is obligated under this Agreement to disclose such information to PPM that may affect the performance of work and safety of employees and others. The Client shall also disclose information concerning ownership of property where work is performed and provide authorization to access property unless otherwise agreed upon by both parties in writing. All such information shall be disclosed by Client prior to initiation of work under this Agreement.

I. Insurance

Insurance coverage will be maintained by PPM as specified below for work performed under this Agreement. Upon request of the Client, PPM will furnish a certificate of insurance indicating the types and amounts of coverage maintained. PPM's insurance coverage includes the following:

Type	Limit
Standard Worker's Compensation	Statutory
Employer's Liability	$1,000,000
General Liability (Bodily Injury and Property Damage)	$3,000,000 for each occurrence and aggregate
Automobile Liability (Bodily Injury and Property Damage)	$1,000,000 for each occurrence

J. Indemnification

PPM shall indemnify, defend, and hold harmless the Client and its officers, employers, and agents from and against all liabilities, claims, non-frivolous law suits, demands, losses, damages, penalties, fines, debts, accounts, costs, expenses, and reasonable attorney's fees arising out of work performed by PPM under this Agreement that is a result of any negligent act, error, or omission of PPM or its representatives. The Client agrees to provide PPM prompt notice of any suit, claim, demand, or action relating to work performed under this Agreement, in order for PPM to have sufficient time for preparing a defense against such actions. This indemnification excludes any liabilities, claims, non-frivolous law suits, demands, losses, damages, penalties, fines, debts, accounts, costs, expenses and reasonable attorney's fees resulting out of any errors, omissions, or negligent acts of the Client or any of its servants, agents, consultants, or other representatives.

The Client shall indemnify, defend, and hold harmless PPM and its officers, employees, servants, consultants, agents, successors, and representatives from any liabilities, claims, law suits, demands, losses, damages, penalties, fines, debts, accounts, costs, expenses, and attorney's fees that is a result of any negligent act, error, or omission of Client.

K. Invoices

Invoices will be submitted on a monthly or quarterly basis, or at project completion at the discretion of PPM, or as otherwise stipulated in the proposal. Invoice balances are due upon receipt of invoice and considered past due 30 days after invoice date. Past due balances are subject to interest charges at the rate of 1 1/2 percent per month (18% annually), effective 30 days after the date of invoice. PPM may elect to cease all work performed under this Agreement, should payment not be received within 45 days of the date of invoicing. Any acceptance of late or partial payments by PPM shall not constitute a waiver of PPM's right to enforce the terms of the Agreement. PPM will make efforts to collect on all accounts. However, Client will be responsible for reasonable collection-related expenses on all delinquent accounts.

The Client will notify PPM of any dispute concerning an invoice within 10 days of the date of invoice. Not withstanding any such dispute, Client shall, within the limitations and under the terms of this Agreement, pay PPM all portions of invoices that are not in dispute. Client will be required to pay interest on any withheld amounts, as provided in this Agreement. Should PPM agree that the disputed amount was charged in error, PPM will credit the Client with such amount on subsequent invoices to the Client.

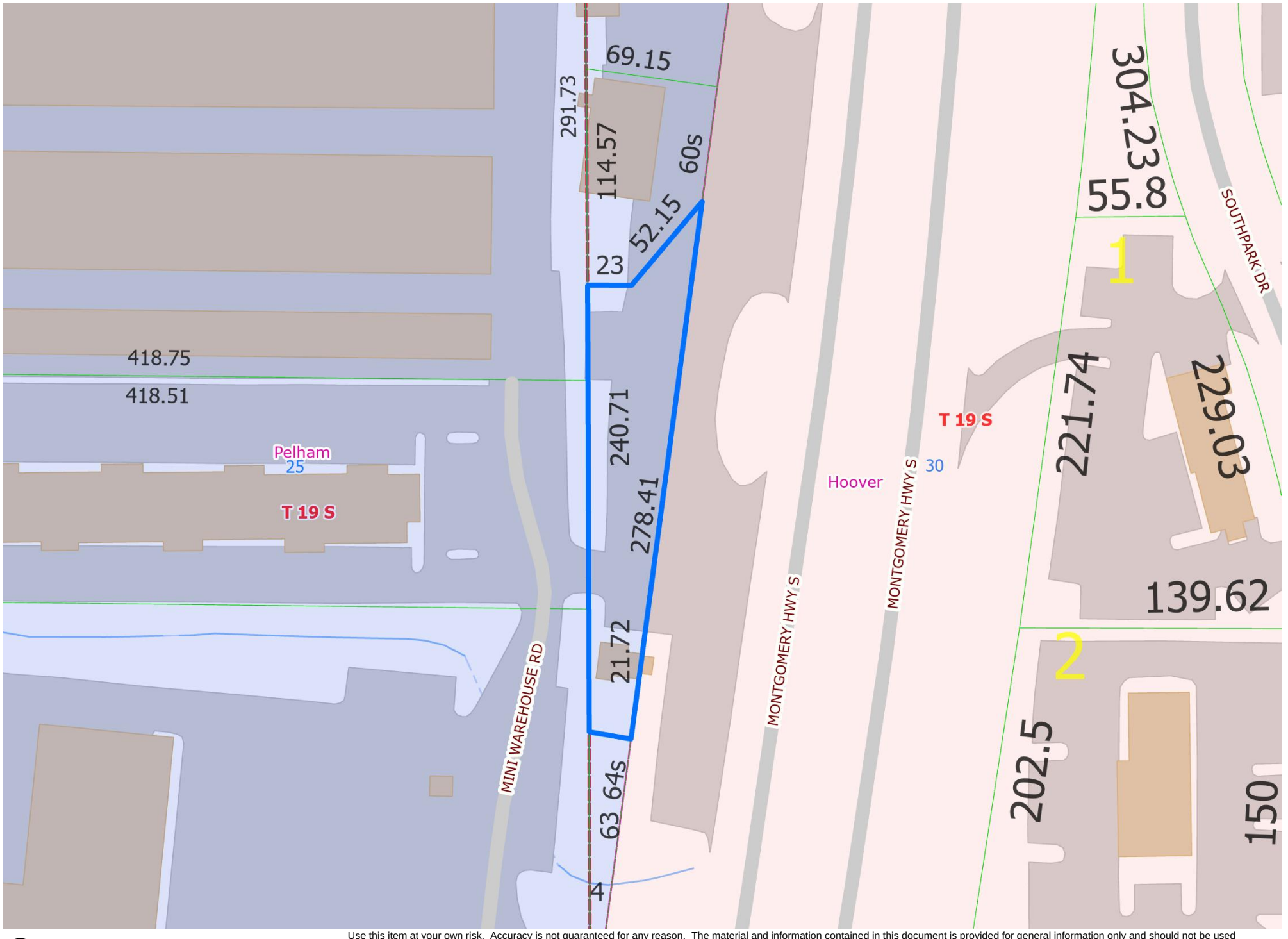
The Client is responsible for full payment of all PPM invoices at agreed upon terms, conditions, and fees. Should PPM determine that it will exercise its discretion and allow Client additional period of time for payment, such determination and the modified payment terms which are applicable will be provided in the "compensation" section of the proposal accompanying these business terms and conditions. No such extension of time for payment shall be valid or effective unless it is stated in writing. It is within the discretion of PPM to allow Client an additional period of time for payment for the purpose of giving Client an opportunity to receive reimbursement from any applicable Trust Funds or other applicable insurance policies. In no event shall this time period exceed 180 days from the invoice date.

L. Method of Payment

PPM prefers direct payment in the form of a check made payable to PPM Consultants, Inc. However, PPM will accept payment from clients using VISA/Mastercard® credit cards or purchasing cards. In the event client elects to make full or partial payment using credit card or purchasing card, PPM reserves right to upcharge client for expenses associated with accepting such electronic payments. This upcharge will be equal to the amount charged by the credit card company for processing.

M. Validity

This proposal is valid, unless revoked in writing, for a period of thirty (30) days from the date of the proposal. This proposal is automatically revoked if not accepted within thirty (30) days and received by PPM within 45 days unless otherwise accepted in writing by PPM and at sole discretion of PPM.



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Shelby County, AL Property Record Information

PIN#: 10 9 30 0 002 006.001	Assessment Year: 2024	T19S R02W Sec30

Owner Name	Owner Name
KHADAIR SALMAN	

Address	Address	City, State Zip
279 TRACE RIDGE RD		HOOVER, AL 35244

Site Information

Subdivision Name:	Primary Lot:	Secondary Lot:
Block: 000	Map Book: 0	Map Page: 0
Lot Dimension 1: 278.41	Lot Dimension 2: 52.15	Acres: 0.204
Municipality: Pelham		

Description

COM NW COR OF SW1/4 SW1/4 SEC 30 T19S R2W TH S 239.57 TO POBTH S 240.71 TH E 21.72 TH NE 278.41 TH SW 52.15 TH W 23.04 TO POB

Remarks

DB 334 P 314;STATE CERTIF 58-88-0023

Document Links

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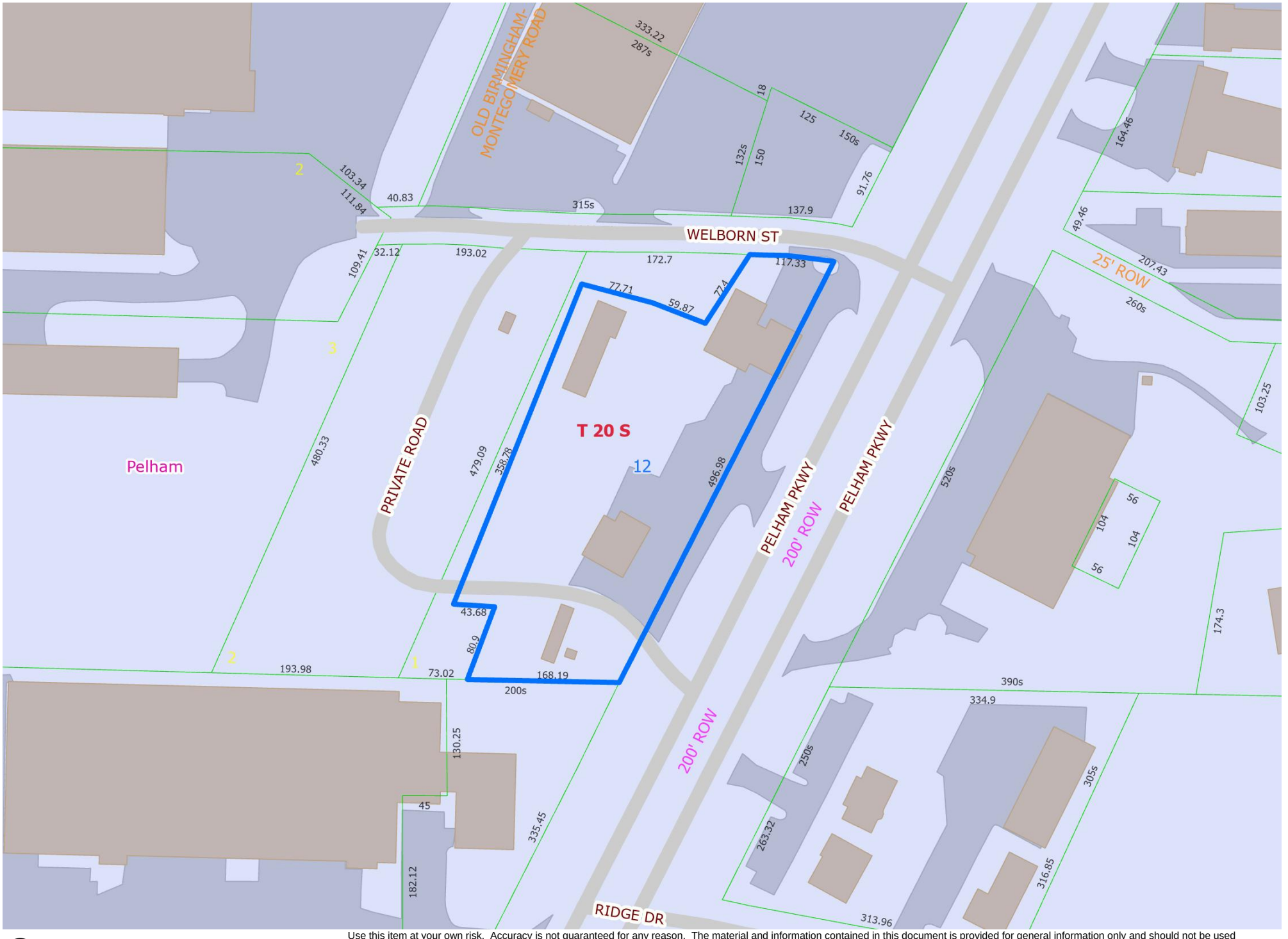

Shelby County Land Information
Date Printed: 05/16/2025

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Shelby County, AL Property Record Information

PIN#: 13 1 12 1 001 019.000	Assessment Year: 2024	T20S R03W Sec12

Owner Name	Owner Name
COMMERCIAL DEVELOPMENT AUTHORITY OF THE	

Address	Address	City, State Zip
PO BOX 1419		PELHAM, AL 35124

Site Information

Subdivision Name:	Primary Lot:	Secondary Lot:
Block: 000	Map Book: 0	Map Page: 0
Lot Dimension 1: 117.33	Lot Dimension 2: 496.98	Acres: 2.31
Municipality: Pelham		

Description

COM SW COR SE1/4 NW1/4 E 1358.42 TO POB CONT E168.19 TO W ROW PELHAM PARKWAY NE ALG ROW 496.98 TO S ROW WELBORN STREET WLY ALG ROW 117.33 SW77.4 NWLY137.58 SWY358.78 E43.69 SW80.9 TO POB

Remarks

DB 315 P 495;RB 220 P 041;

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Shelby County, AL Property Record Information

PIN#: 13 6 13 3 001 022.000	Assessment Year: 2024	T20S R03W Sec13

Owner Name	Owner Name
COMMERCIAL DEVELOPMENT AUTHORITY OF THE	

Address	Address	City, State Zip
PO BOX 1419		PELHAM, AL 35124

Site Information

Subdivision Name: PELHAM ESTATES RES LOT 5A RES LTS 4 5 6 BLK	Primary Lot: 5A-1	Secondary Lot:
Block: 2	Map Book: 56	Map Page: 36
Lot Dimension 1: 199.8	Lot Dimension 2: 296.65	Acres: 3.9
Municipality: Pelham		

Description

Remarks

DB 243 P 895;

Document Links

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FORTUNE, BEARD, ARNOLD,
GRAHAM, & ARNOLD, LLP

July 15, 2025

Members of the City of Pelham Commercial Development Authority
P.O. Box 1419
Pelham, AL 35124

Re: Opinion on Applicability of Executive Session

Dear Commercial Development Authority Members:

This is to advise the members of the City of Pelham Commercial Development Authority ("CDA") that I have reviewed the matters on which the CDA is considering convening an executive session for discussion regarding the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property and to discuss preliminary negotiations involving matters of trade or commerce in which the governmental body is in competition with private individuals or entities or other governmental bodies in Alabama or in other states or foreign nations or to discuss matters or information of the character defined or described in the Alabama Trade Secrets Act. I have determined that, in my legal opinion, this matter is appropriate for executive session under Section 36-25A-7(a)(6) and (7), Code of Alabama 1975, as amended.

Pursuant to Section 36-25A-7(a)(6) and (7), a copy of this letter should be attached to the minutes of the CDA meeting wherein the CDA considers the motion to convene an executive session to discuss this matter.

Very truly yours,

Joshua D. Arnold
Attorney for the City of Pelham Commercial Development Authority
Alabama Bar No. ASB-0018-A28A