



AGENDA
CITY COUNCIL MEETING
July 14, 2025

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation/Pledge of Allegiance**
- 4. Approval of minutes:**
 - A. June 3, 2025
 - B. June 16, 2025
- 5. Mayor's comments:**
- 6. Comments of the public:**
- 7. Reports of Officers:**
 - A. HR Director to present Mosquito Truck Technician - Laborer Job Description
- 8. Hearing on petitions, applications, appeals communications, etc.:**
 - A. Public Hearing for rezoning of 4.5 acres on Woodward Ave M-2 to B-2
 - B. Public Hearing for rezoning of 603 Pilgram Ave.R-3 to B-2
 - C. Ordinance to Annex Property – JohnsonConsideration of an ordinance to annex property owned by Grover P. Johnson and Karen T. Johnson, located at 193 Lakeview Shores Drive (Lot 4, Lakemont Subdivision), into the corporate limits of the City of Muscle Shoals. Requested zoning upon annexation: R-2 (Single-Family Residential).
 - D. Ordinance to Annex Property – Saint DevelopmentConsideration of an ordinance to annex approximately 23.64 acres of property lying in the Southwest 1/4 of Section 12, Township 4 South, Range 11 West, located off Elledge Lane, into the corporate limits of the City of Muscle Shoals. Property submitted by Saint Development, LLC.
- 9. Financial reports:**
- 10. Resolutions, ordinances, orders & other busines:**
 - A. First reading of Franchise Agreement with Alabama Fiber Network
 - B. First reading of Franchise Agreement with JWEMC
 - C. Notice from Mayor of One Person Filing Statement of Candidacy

D. Resolution-Officer Elected Without Opposition

E. Certificate of Election for Place 1

Next meeting: July 21, 2025

Appointed Vacancies:

Any person wishing to appear at the meeting shall notify the Clerk's office by 3 p.m. on the Friday preceding the meeting of their intent to speak and the subject matter they wish to address at the meeting.

BOARD VACANCIES	EXPIRED/UNEXPIRED	TERM ENDS

Applications are available at City Hall or on our website by going to Government and clicking on Board Information.

Work Session Agenda
July 14, 20255:30 PM

- A. Mayor to recognize Boy Scouts who have built a box for flags to be dropped in for proper disposal.
- B. Special recognition by Mayor
- C. Chelsea Lawson to discuss additional support for Cramer Childres's Center
- D. JenniferMorgan to adress the council about community storm shelters
- E. Mr. William Underwood has requested to address the City Council regarding ongoing flooding problems in Muscle Shoals City.
- F. Mallory Johnson is seeking clarity on council issues and public accountability.



MINUTES
City Council
July 3, 2025- 3:00 PM

1. Call to Order- 3:00p.m.

10. Resolutions, ordinances, orders & other busines:

- A. A RESOLUTION AUTHORIZING THE PURCHASE OF A MOWER FOR THE MUSCLE SHOALS GOLF COURSE FROM THE SPECIAL TRUST ACCOUNT -Motion to approve by Councilmember Gina Clark, Second made by Council Member Willis Thompson. Resolution No. 3375-25**

Next meeting: July 14, 2025

There being no further business the meeting was adjourned at 3:07 p.m.

CITY OF MUSCLE SHOALS, ALABAMA

A Municipal Corporation

COUNCIL MEMBER- PLACE TWO

COUNCIL MEMBER- PLACE THREE

COUNCIL MEMBER- PLACE FOUR

ATTEST:

Brittney Walker, City Clerk/Treasurer

**MINUTES FROM A WORK SESSION OF THE
COUNCIL OF MUSCLE SHOALS, ALABAMA, HELD
June 16, 2025**

The City Council of Muscle Shoals, Alabama met at the Muscle Shoals City Hall auditorium in said City at 5:00 p.m. on the 16th day of June 2025. The following members were found to be present or absent, as indicated:

PRESENT: CHRIS HALL, GINA CLARK, WILLIS THOMPSON, KEN
SOCKWELL, DONNIE LINLEY

ABSENT: NONE

Natalie McCabe was recognized for her acceptance to the Naval Academy.

Ashley Haley and Caitlin Allen discussed speeding and distracted drivers in Jackson Heights. They suggested speed bumps, additional stop signs, and radar signs. Chief Reck announced that additional patrol was put in that area after the complaint and that they wrote several warnings for running stop signs. Adding a stop sign at Marietta was suggested.

Ken Gresham spoke in regards to making the Mosquito Truck Technician a full-time position.

Dawn Woodall spoke about the 12U and 7U baseball teams making it to Atlanta. Both teams would receive \$500 from the Parks and Recreation department. Mayor Lockhart stated that the council gave each team a \$500 donation last year. The Mayor and council decided to donate the same amount for each team this year as well.

There being no further business the meeting was adjourned at 5:47 p.m.

CITY OF MUSCLE SHOALS, ALABAMA
A Municipal Corporation

COUNCIL MEMBER – PLACE ONE

COUNCIL MEMBER – PLACE TWO

COUNCIL MEMBER – PLACE THREE

COUNCIL MEMBER – PLACE FOUR

COUNCIL MEMBER – PLACE FIVE

ATTEST:

Jalen Johnson, HR Director/Assistant City Clerk

**MINUTES FROM A REGULAR MEETING
OF THE COUNCIL OF MUSCLE SHOALS, ALABAMA, HELD
June 16, 2025**

The City Council of Muscle Shoals, Alabama met at the Muscle Shoals City Hall auditorium in said City at 5:47 p.m. on the 16th day of June 2025 being the scheduled place for said meeting once the previously held work session ended. The meeting was called to order by Ken Sockwell, Council President. On roll call the following members were found to be present or absent, as indicated:

PRESENT: CHRIS HALL, GINA CLARK, WILLIS THOMPSON, KEN
 SOCKWELL, DONNIE LINLEY
ABSENT: NONE

Ken Sockwell, Council President, presided at the meeting and declared that a quorum was present and that the meeting was convened and opened for the purposes of transaction of business. Mayor Mike Lockhart was present. Jalen Johnson, HR Director/Assistant City Clerk, was present and kept the minutes of the meeting.

The invocation was given by Chief Reck. President Ken Sockwell led in the pledge of allegiance.

Upon motion duly made by Council Member Thompson and seconded by Council Member Hall and unanimously adopted, the Council waived the reading of the minutes of the previously held regular meeting and work session of June 2nd, 2025 and approved the minutes as written.

Mayor Lockhart spoke about the 12U and 7U all-star teams going to the championship in Atlanta. He also spoke about the Junior Golf Tournament that was held at Cypress Lakes last week. He commended the staff at Cypress for all their hard work to make the event a success. He announced that Congressman Aderholt will be at City Hall on Wednesday at 11:45 AM for the recognition of two local students being accepted into the Naval Academy. Lastly, he discussed John R reopening and expressed his appreciation for the hard work from everyone to get it reopened.

President Sockwell announced that the next item of business was the approval of the proposal from Fire Chief Hyde to retitle Captain positions to Battalion Chief. Council Member Clark made a motion to approve the proposal; Council Member Linley seconded that motion.

President Sockwell stated that approval of the motion and second was before the Council. Those in favor of the application would indicate so by voting aye and those opposed would indicate by voting nay. Upon said question being put to a vote, and the vote recorded as follows:

AYES: All

NAYS: None

President Sockwell announced that the next item of business was the approval of changes to the Athletic Director job position. Council Member Clark made a motion to approve the proposal; Council Member Linley seconded that motion.

President Sockwell stated that approval of the motion and second was before the Council. Those in favor of the application would indicate so by voting aye and those opposed would indicate by voting nay. Upon said question being put to a vote, and the vote recorded as follows:

AYES: All

NAYS: None

President Sockwell announced that the next item of business was consideration of approving a resolution to appoint the City Clerk/Treasurer to supervise election and serve as the Absentee Election Manager. Council Member Thompson made a motion to approve the resolution; Council Member Hall seconded that motion. Resolution No. 3373-25

President Sockwell stated that approval of the motion and second was before the Council. Those in favor of the application would indicate so by voting aye and those opposed would indicate by voting nay. Upon said question being put to a vote, a roll call was had, and the vote recorded as follows:

AYES: All

NAYS: None

President Sockwell announced that the next item of business was consideration of approving a resolution to compensate the Absentee Election Manager. Council Member Thompson made a motion to approve the resolution; Council Member Hall seconded that motion. Resolution No. 3374-25

President Sockwell stated that approval of the motion and second was before the Council. Those in favor of the application would indicate so by voting aye and those opposed would indicate by voting nay. Upon said question being put to a vote, a roll call was had, and the vote recorded as follows:

AYES: All

NAYS: None

There being no further business to come before the meeting, upon the motion duly made and seconded the meeting was adjourned.

CITY OF MUSCLE SHOALS, ALABAMA
A Municipal Corporation

COUNCIL MEMBER – PLACE ONE

COUNCIL MEMBER – PLACE TWO

COUNCIL MEMBER – PLACE THREE

COUNCIL MEMBER – PLACE FOUR

COUNCIL MEMBER – PLACE FIVE

ATTEST:

Jalen Johnson, HR Director/Assistant City Clerk

CITY OF MUSCLE SHOALS

JOB DESCRIPTION

Job Title: Mosquito Truck Technician – Laborer

Department: Storm Drainage

FLSA: Non-Exempt

Grade: 6

Safety Sensitive Job: Yes

Security Sensitive Job: No

Job Description Prepared: June 2025

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Maintenance Supervisor

Subordinate Staff: Part-Time Laborers; Court-Ordered Community Service Workers (Non-Routine)

Internal Contacts: All City Departments

External Contacts: Equipment and Supply Vendors; General Public

Job Summary

Under the supervision of the Maintenance Supervisor, employees in this job perform a range of tasks and duties associated with Department operations including, but not limited to, grounds maintenance throughout the City, equipment operation, mowing, herbicide spraying, maintenance of retention ponds and pump stations, equipment, and vehicle maintenance, maintaining storm drainage infrastructure, performing welding procedures, training part-time Laborers, and using power and non-power hand tools. This job is considered safety-sensitive and is subject to a pre-employment background check and random drug screens.

Essential Functions

ESSENTIAL FUNCTIONS: The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned. A person with a disability which is covered by the Americans with Disabilities Act (ADA) must be able to perform the essential functions of the job unaided or with the assistance of a reasonable accommodation.

ESSENTIAL FUNCTION: Department Operations. Employee performs a range of Departmental operational tasks and duties.

1. Operates a variety of equipment (tractors, backhoes, mowers, trimmers, edgers, and blowers) to maintain Department grounds and facilities in accordance with established standards and requirements.
2. Maintains retention ponds utilizing equipment such as tractors, trucks, mowers, trimmers, and edgers; employee maintains pond pumps and pump systems and may assist in repairing pumps.
3. Applies approved herbicides at designated sites and properties utilizing approved safety procedures and methods.
4. Performs maintenance for Department equipment and vehicles, including oil and filter changes, sharpening mower blades, installing replacement parts, and other maintenance tasks.
5. Assists with tasks associated with maintaining pumping stations.
6. Operates MIG welders, saws, grinders, plasma cutters, torches, and other material fabrication equipment.
7. Trains part-time employees in equipment operation and grounds maintenance tasks.

ESSENTIAL FUNCTION: Equipment Operation. Employee operates light and medium-duty equipment utilized in grounds maintenance, retention pond maintenance, pumping station maintenance, and other Departmental tasks and duties.

1. Operates trucks, mowers, backhoes, and hand power tools.
2. Monitors all equipment for needed maintenance or repairs.
3. Performs scheduled preventative maintenance for equipment; makes equipment repairs when required.

ESSENTIAL FUNCTION: Mosquito Control Operations. Employee performs mosquito control duties during season.

1. Drives mosquito truck through city limits and sprays pesticide to control mosquitoes.
2. Maintains truck and mosquito sprayer.
3. Treats ponds and ditches with larvicide.

NON-ESSENTIAL FUNCTION:

1. Supervises part-time Laborers and court-appointed community service workers when regular supervisor is not available.
2. Performs other job-related duties as required or assigned.

Knowledge, Skills and Abilities

(*Can be acquired on the job)

1. *Knowledge of City rules, regulations, policies, and procedures.
2. *Knowledge of City geography, road, and bridge systems.
3. *Knowledge of traffic rules and regulations.
4. *Knowledge of City right-of-way (ROW) and street network.
5. Knowledge of light and medium duty equipment operations and maintenance.
6. Knowledge of welding procedures and techniques.
7. Knowledge of safety rules including accident causation and prevention.
8. Communication skills to effectively communicate internally and externally, both orally and in writing.
9. Verbal skills to effectively communicate with co-workers, supervisors, the general public, over the telephone and two-way radio.
10. Reading skills to understand and interpret City directives, procedures, and instructions.
11. Math skills to perform basic mathematical calculations.
12. Ability to safely operate light and medium duty equipment.
13. Ability to safely use power and non-power hand tools.
14. Ability to safely apply herbicides on designated properties and sites.
15. Ability to effectively weld using MIG and other welding methods.
16. Ability to maintain and repair equipment.
17. Ability plan and organized work tasks.
18. Ability to use a cellular telephone and two-way radio.
19. Ability to deal with all contacts in a courteous and patient manner.
20. Ability to handle dynamic situations in a calm and courteous manner.
21. Ability to prioritize work projects and multi-task.
22. Ability to organize files and work projects.
23. Ability to work with little or no supervision.
24. Ability to drive.

Minimum Qualifications

1. Possess a high school diploma or GED.
2. Minimum of one (1) year of work experience in grounds maintenance and equipment operation and maintenance.

3. Possess a current and valid driver's license; must be insurable.
4. Ability to work non-standard hours and overtime when required.
5. Ability to pass a pre-employment background check and random drug screens.

Physical Demands

The work requires considerable and strenuous physical exertion such as frequent climbing of tall ladders, lifting heavy objects over 50 lbs., crouching, or crawling in restricted areas.

Work Environment

The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress which require a range of safety and other precautions, e.g., working at great heights under extreme weather conditions, or similar situations where conditions cannot be controlled.

RE-ZONING
APPLICATION

APPLICATION FOR ZONING CHANGE IN MUSCLE SHOALS CITY, ALABAMA
PLEASE FURNISH COMPLETE INFORMATION FOR QUESTIONS LISTED BELOW:

SIZE OF LOT OR AREA: 4.50 acres

WHAT WILL BE ERECTED/BUILT AT SITE: retail, restaurants and services

LOCATION: Woodward Avenue, a portion of Parcel Number 1301112001038000

PRESENT ZONING: M-2

PREFERENCE OF ZONING: B-2

NAMES OF SURROUNDING PROPERTY OWNERS:

Raul Marquez Escato (north of subject)

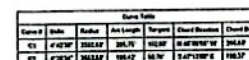
T&P Family Properties LLC (west of subject)

SUBMIT DIAGRAM OF PROPERTY AND DIAGRAM OF BUILDING IF ONE IS PRESENT

SIGNED: Box CW Consulting, LLC

DATE: Caleb Box dotloop verified
05/12/25 1:58 PM CDT
6KFL-XZS0-N5DB-GYDV

FILE - 144 HAS COUNCIL OF ELECTIONS
TOWNSHIP & COUNTY AVENUE IN 1988
COLBERT COUNTY, ALABAMA



I, James E. Alexander, a Registered Land Surveyor, hereby certify that all parts of this survey and plat have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief, this the 2nd day of December, 2021.

James E. Alexander
James E. Alexander, Registered Land Surveyor
Alabama Certificate No. 24622

ALABAMA
SURVEYING
1922
JAN 1 2022
JAMES E. ALEXANDER
24622

SAMPLE OF INFORMATION
OF FD-302a Form, Page 1122-1124
Form 302a, Page 1124

LEADER
POINT OF ANNOUNCEMENT - P.O.A.
POINT OF SEQUENCE - P.O.S.
CAPTION POSITION - CAP. P.
PLAN POSITION - PLAN. P.
SALIENT INFORMATION - S.I.
TIME LINE - TIME LINE P.
NOTE: THIS IS A PRELIMINARY PLAN. IT IS
NOT A FINAL PLAN. IT IS A PRELIMINARY
PLAN. IT IS A PRELIMINARY PLAN.
P.O.A. P.O.S. CAP. P. PLAN. P. S.I. TIME LINE P.
P.O.A. P.O.S. CAP. P. PLAN. P. S.I. TIME LINE P.
P.O.A. P.O.S. CAP. P. PLAN. P. S.I. TIME LINE P.

INSTRUCTIONS

1. WHEN YOU GET THE KIT, READ CAREFULLY AND STAMPER WITH THESE ALGEBRA PROPERLY COINED P.L.S. STAMP

2. PROPERLY STAMPED HEREIN IS SUBJECT TO ANY AND ALL SALES TAXES AND ALL THE OTHER APPLICABLE AND PROPERLY.

GRADE OF STAMP: Subject

JAMES E. ALEXANDER LAND SURVEYING, LLC.
2023 N. Jackson Highway, P.O. Box 100, Oak Ridge, Alabama 35090
Phone: (205) 361-7008 Fax: (205) 361-7128. Email: jeh@jalex.com
www.jalexlandsurveying.com

NAME Mr. J. J. J.	ADDRESS 1234 Main St.	CITY New York	STATE NY	ZIP 10001
DATE 12/15/77	SUBJECT RE: J. J. J.		REMARKS See 12/15/77 Report on p. 10	



PROPERTY TAX
Colbert County, Alabama

Current Date: 5/13/2025 Tax Year: 2025 (Billing Year: 2025)

⚠ You are viewing a future tax year. Any values and taxes shown are estimates and are subject to change. [Click here](#) for the current amount due.

Parcel Info

PIN 50098
PARCEL 13-01-11-2-001-038.000
ACCOUNT NUMBER 45945

OWNER BOX CW CONSULTING
LLC
MAILING ADDRESS 1611 MOCKINGBIRD CT,
FLORENCE, AL 35630
PROPERTY ADDRESS 0

LEGAL DESCRIPTION 7.4 ACRE TRACT IN W
1/2 OF NW 1/4 LYING W
OF WOODWARD AVE BE
GINNING 709.5' S OF N
SEC LINE (PT OF TRACT
4)/DB 2022 PG 28 02-
2804

EXEMPT CODE

TAX DISTRICT CITY OF MUSCLE
SHOALS



Tax Information

Muscle Planning Board Minutes

May 27 2025

Members Present: Andy Laster, Claude Eubanks, Dennie Robinson, Terri Self, Zach Morgan

Members Absent: Sammy Mayfield, Perry Burgess

Meeting called to order. 5:10 p.m.

Motion made to dispense the reading and approve the last meeting minutes. 1st Claude Ebanks 2nd Zach Morgan roll called with all Ayes. Approved.

1st item on the agenda is the request from Caleb Box/Box CW Consulting to rezone 4.50 acres off Woodward Ave a portion of parcel # 13-01-11-2-001-038.000 from M-2 to B-2. Taz Morrel spoke on the property and that it could possibly be developed for retail and service. Motion made to recommend approval to the city council. 1st Terri Self 2nd Dennie Robinson. Roll Called with all Ayes. Approved

2nd item on the agenda is the request from Village shoppe LLC to rezone 603 Pilgrim Ave from R-3 to B-2. Motion was made to recommend approval to the city council. 1st Zach Morgan 2nd Claude Eubanks. Roll called with all Ayes. Approved

3rd item on the agenda is the approval of the construction plans for carpenter place subdivision. Jason Jones mentioned that Brad Williams and the MS utilities and Electric boards had comments that would need to be addressed, and approval would be based on contingency that the comments would be

addressed. Taylor Patrick with GMC architectures spoke on that the comments would be no problem addressing and she was working on getting those addressed. Jason Jones, Brad Williams, Heather Wright, Taylor Patrick spoke on adding a right of way easement for future connection off carpenter place road to adjacent property but would have writing on the plat stating that this connection could only be made if the adjacent property would be annexed into the city and approved based on city official and planning commission's approval. The planning commission asked about a 2nd entrance off of 6th street to the commercial part of the property. Heather Wright mentioned that there would be a second entrance. Motion was made to approve based on contingency that the mentioned comments would be addressed. 1st Terri Self 2nd Claude Eubanks Roll Called with all Ayes. Approved.

Meeting Adjourned.

**AN ORDINANCE APPROVING APPLICATION FOR ZONING CHANGE OF
PROPERTY LOCATED WITHIN THE CITY OFF OF WOODWARD AVENUE, BEING
A PORTION OF PARCEL # 13-01-11-2-001-038.000 in MUSCLE SHOALS,
ALABAMA TO A B-2 ZONE**

Whereas, the Planning Board approved the application of property located on off a portion of Woodward Avenue, being a portion of Tract 13-01-11-2-001-038 owned by Box CW Consulting, LLC more particularly described herein, to change the said property from Property Zoned M-2 to a zoning classification of B-2;

Whereas, after a public hearing on the proposal was held on July 1, 2025, wherein citizens were given the right to address the Council and whereas, _____ spoke on behalf of the owner of the said property and appeared and spoke in favor of the change in zoning and whereas no one appeared and spoke in opposition to the change;

Whereas, a motion was made to approve the said change, was duly seconded, and a vote was taken. The vote was in favor of the change of zoning to B-2 classification.

Now, therefore, the following portion of the property, as herein described, and as shown on the attached map, and further described as a portion of PIN 50098 and Parcel Number 13-01-11-2-001-038.000.

The attached map is adopted by means of showing the property approved for a B-2 Zoning classification.

This Ordinance, and its provisions, shall become effective upon publication or posting pursuant to law or as otherwise provided for by law.

ADOPTED and **APPROVED** this _____ day of July 2025.

**COUNCIL OF THE CITY OF MUSCLE
SHOALS, ALABAMA**

BY: _____
KEN SOCKWELL
President of the Council

ATTEST:

BRITTNEY WALKER, City Clerk

**RE-ZONING
APPLICATION**

APPLICATION FOR ZONING CHANGE IN MUSCLE SHOALS CITY, ALABAMA

PLEASE FURNISH COMPLETE INFORMATION FOR QUESTIONS LISTED BELOW:

SIZE OF LOT OR AREA: 5600 sq foot Bldg

WHAT WILL BE ERECTED/BUILT AT SITE: Existing Building

LOCATION: 603 Pilgrim Ave. MSC

PRESENT ZONING: R-3

PREFERENCE OF ZONING: B-2

NAMES OF SURROUNDING PROPERTY OWNERS:

The Village Shoppe
713 Woodward Ave
MSC, ap 35661

Woodward Ave Baptist Church
801 Woodward Ave
MSC, ap 35661

Kathy Staples & Debbie Berke

SUBMIT DIAGRAM OF PROPERTY AND DIAGRAM OF BUILDING IF ONE IS PRESENT

SIGNED: Kathy M Staples

DATE: 4/30/25



PROPERTY TAX
Colbert County, Alabama

Current Date: 5/13/2025 Tax Year: 2026 (Billing Year: 2026)

⚠ You are viewing a future tax year. Any values and taxes shown are estimates and are subject to change. [Click here](#) for the current amount due.

Parcel Info

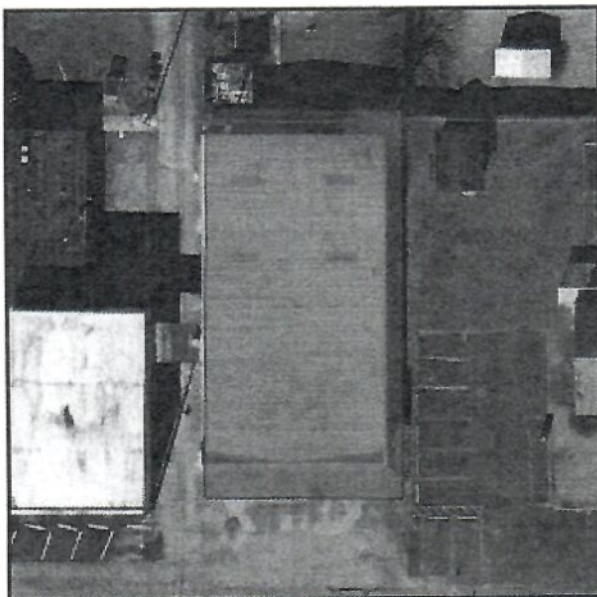
PIN 30967
PARCEL 07-07-35-2-009-013.000
ACCOUNT NUMBER 30947

OWNER VILLAGE SHOPPE
PROPERTIES LLC
713 WOODWARD
MAILING ADDRESS AVENUE, MUSCLE
SHOALS, AL 35661
PROPERTY ADDRESS 0

LEGAL DESCRIPTION W 20' LOT 1386 & ALL
LOT 1387 HIGHLAND
PARK #2 60 X 120 /DB
2025 PG 466

EXEMPT CODE

TAX DISTRICT CITY OF MUSCLE
SHOALS



Tax Information

PPIN	YEAR	TAX TYPE	TAXES	PENALTIES / INTEREST	SUBTOTAL	AMT PAID	BALANCE DUE
30967	2026	REAL	\$ 117.45	\$ 0.00	\$ 117.45	\$ 0.00	\$ 117.45

Total Due: \$ 117.45

LAST PAYMENT DATE **N/A**

PAID BY

Property Values

Total Acres	0.17
Use Value	\$0
Land Value	\$14,400
Improvement Value	\$100
Total Appraised Value	\$14,500
Total Taxable Value	\$14,500
Assessment Value	\$2,900

Subdivision Information

Code	161
Name	HIGHLAND PARK # 2
Lot	/2-33
Block	1386P
Type / Book / Page	N/A / 2025 / 466
S/T/R	00-00-00

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.165 Acres	0-UNIDENTIFIED	2	N	N	\$14,400
RES/COM	1	500 - RETAIL, MIXED	-	2	N	N	\$100

Building Components

Improvement

Year Built	1975
Structure	RETAIL, MIXED
Structure Code	500
Total Living Area	7200
Building Value	N/A

Computations

Stories	1.0
1st Level Sq. Ft.	7200
Add'l Level Sq. Ft.	0
Total Living Area	7200
Total Adjusted Area	7200

Materials and Features

Foundation	SLAB - 100
Exterior Walls	BRICK ON MASONRY - 25
Exterior Walls	METAL, CORRUGATE - 75
Roof Type	BAR JOIST & RIGI - 100
Roof Material	METAL, CORRUGATE - 100
Floors	CARPET & UNDERLA - 50
Floors	CONCRETE ON GRAD - 50
Interior Finish	ACOUSTICAL CEILI - 25
Interior Finish	UNFINISHED - 50
Interior Finish	WOOD PANELS - 25
Plumbing	AVERAGE - 100
Electrical	03 - 100
Plumbing	RESTROOM 2 FIXTURE - 2
Heat/AC	FHA/AC - 7200
Doors	DOOR STEEL OVERHEAD MANUAL - 288

Tax Sales

NO TAX SALES FOUND

Muscle Planning Board Minutes

May 27 2025

Members Present: Andy Laster, Claude Eubanks, Dennie Robinson, Terri Self, Zach Morgan

Members Absent: Sammy Mayfield, Perry Burgess

Meeting called to order. 5:10 p.m.

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1st item on the agenda is the request from Caleb Box/Box CW Consulting to rezone 4.50 acres off Woodward Ave a portion of parcel # 13-01-11-2-001-038.000 from M-2 to B-2. Taz Morrel spoke on the property and that it could possibly be developed for retail and service. Motion made to recommend approval to the city council. 1st Terri Self 2nd Dennie Robinson. Roll Called with all Ayes. Approved

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**AN ORDINANCE APPROVING APPLICATION FOR ZONING CHANGE OF
PROPERTY LOCATED WITHIN THE CITY OFF OF WOODWARD AVENUE,
BEING A PORTION OF PARCEL # 13-01-11-2-001-038.000 in MUSCLE
SHOALS, ALABAMA TO A B-2 ZONE**

Whereas, the Planning Board approved the application of property located on off a portion of Woodward Avenue, being a portion of Tract 07-07-35-2-009-013.000 owned by Village Shoppe Properties, Inc. more particularly described herein, to change the said property from Property Zoned R-3 to a zoning classification of B-2, wherein an existing building exists on said property at 603 Pilgrim Avenue, Muscle Shoals;

Whereas, after a public hearing on the proposal was held on July 1, 2025, wherein citizens were given the right to address the Council and whereas, _____ spoke on behalf of the owner of the said property and appeared and spoke in favor of the change in zoning and whereas no one appeared and spoke in opposition to the change;

Whereas, a motion was made to approve the said change, was duly seconded, and a vote was taken. The vote was in favor of the change of zoning to B-2 classification.

Now, therefore, the following portion of the property, as herein described, and as shown on the attached map, and further described as a portion of PIN 30967 and Parcel Number 07-07-35-2-009-013.000.

The attached map is adopted by means of showing the property approved for a B-2 Zoning classification.

This Ordinance, and its provisions, shall become effective upon publication or posting pursuant to law or as otherwise provided for by law.

ADOPTED and APPROVED this _____ day of July 2025.

**COUNCIL OF THE CITY OF MUSCLE
SHOALS, ALABAMA**

BY: _____
KEN SOCKWELL, President of the Council

ATTEST

BRITTNEY WALKER, City Clerk

REQUEST FOR ANNEXATION
City of Muscle Shoals, Alabama

Petitioners:

Grover P. Johnson and Karen T. Johnson
193 Lakeview Shores
Muscle Shoals, AL 35661

Date: May 23, 2025

To the Honorable Mayor and Members of the City Council of the City of Muscle Shoals:

We, the undersigned, being the sole owners of the following described real property, respectfully petition the City of Muscle Shoals, Alabama, to annex said property into the corporate limits of the City of Muscle Shoals pursuant to §11-42-20 et seq. of the Code of Alabama (1975), as amended.

Property Address:

193 Lakeview Shores, Muscle Shoals, AL 35661

Tax Parcel:

08-04-17-3-002-016.000 PIN 6214

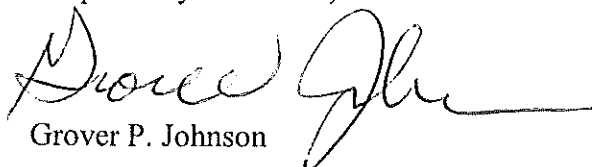
Property Description:

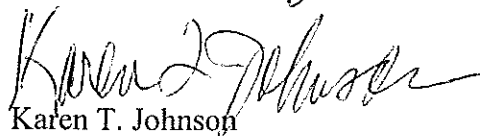
Lot 4 Lakemont (202' WF x 311.1' IRR)

The property directly abuts the existing corporate limits of the City of Muscle Shoals and is eligible for annexation. The current and intended use of the property is for a single-family residential dwelling.

We request that the City Council take the necessary actions to annex the above-described property into the corporate limits of the City of Muscle Shoals, Alabama, and to assign appropriate zoning classification upon annexation.

Respectfully submitted,


Grover P. Johnson


Karen T. Johnson

PETITION FOR ANNEXATION

To: The Honorable Mayor and City Council
City of Muscle Shoals, Alabama

RE: Petition for Annexation of Property into the Corporate Limits of the City of Muscle Shoals, Alabama

Petitioners:

Grover P. Johnson and Karen T. Johnson
193 Lakeview Shotes Drive
Muscle Shoals, AL

Property Information:

- Parcel Number: 08-04-17-3-002-016.000 PIN 6214
- Acreage: 1.3 acres, more or less
- Use: Single-Family Residence
- Requested Zoning: R-2 (Single-Family Residential)
- Legal Description: Lot 4, Lakemont Subdivision, as recorded in the Office of the Judge of Probate of Colbert County, Alabama

Request:

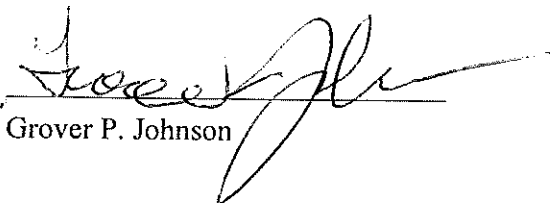
Pursuant to Section 11-42-20 et seq. of the Code of Alabama 1975, the undersigned respectfully petition the City of Muscle Shoals to annex the above-described property into the corporate limits of the City.

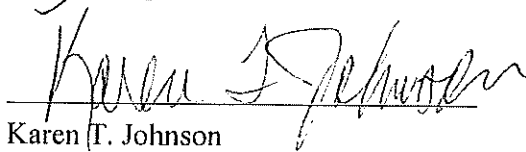
The undersigned affirms that:

- The property is contiguous to the corporate limits of City of Muscle Shoals.
- The undersigned are the sole owners of said property.
- The annexation is in the public interest and consistent with the orderly growth and development of the City.

We respectfully request that the property be zoned as R-2 (Single-Family Residential) upon annexation.

Submitted this the 23 day of may, 2025.


Grover P. Johnson


Karen T. Johnson

STATE OF ALABAMA

COLBERT COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that GROVER P. JOHNSON and KAREN T. JOHNSON, whose names are signed to the foregoing deed, and who are each known to me, acknowledged before me on this day that, being informed of the contents of the deed, they each executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 23 day of May, 2025.


NOTARY PUBLIC

My Commission Expires: 5/22/2029

SEAL

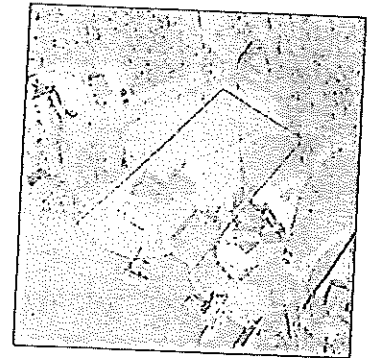


Colbert County PROPERTY TAX
Colbert County, Alabama

Current Date: 4/17/2025 Tax Year: 2024 (01/01/2024 - 12/31/2024)

Parcel Info

PIN 6214
PARCEL 05-04-17-3-002 016 000
ACCOUNT NUMBER 1164
OWNER JOHNSON, GROVER P & KAREN I
MAILING ADDRESS 193 LAKEVIEW SHORES DRIVE MUSCLE SHOALS AL 35661
PROPERTY ADDRESS 193 LAKEVIEW SHORES DRIVE
LEGAL DESCRIPTION LOT 4 LAKEVIEW 202 WFN 311 11RS / DB 2016 FG 25273-35244
EXEMPT CODE 111
TAX DISTRICT DISTRICT 1 (Rural)



Tax Information

TAXES WERE DUE ON 10/11/2024

PIN	YEAR	TAX TYPE	TAXES	PENALTIES / INTEREST	SUBTOTAL	AMT PAID	BALANCE DUE
6214	2024	REAL	\$ 3,758.00	\$ 0.00	\$ 3,758.00	\$ 3,758.00	\$ 0.00
Total Due:			\$ 0.00				

Fees Included In Above Taxes

FEE DESCRIPTION	AMOUNT
FIRE DISTRICT FEE	\$ 50.00

LAST PAYMENT DATE 12/20/2024
PAID BY G & K RENOVATIONS

Property Values

Total Acres	1.29
Use Value	\$0
Land Value	\$459,100
Improvement Value	\$791,300
Total Appraised Value	\$1,250,400
Total Taxable Value	\$1,250,400
Assessment Value	\$125,050

Subdivision Information

Code	205
Name	LAKEMONT /4-B2
Lot	4
Block	
Type / Book / Page	N/A / 2016 / 25273
S/T/R	00-00-00

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	1.285 Acres	0-UNIDENTIFIED	3	Y	N	\$459,100
RES/COM	3	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$637,200
PIPING / SEAWALL	5	45SWPCC - SEAWALL CONCRETE PRECAST 5" - 6"	-	3	Y	N	\$26,900
DOCK/DECK	1	31BHD - BOATHOUSE DOUBLE COVERED SLIP	-	3	Y	N	\$58,500
POOL	4	29-SPFR - POOL FIBERGLASS IRREGULAR	-	3	Y	N	\$49,100
DOCK/DECK	2	31-PCO - PIER COVERED	-	3	Y	N	\$19,600

Building Components

Improvement	2020
Year Built	2020
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	4199
Building Value	N/A

Computations

Stories	1.0
1st Level Sq. Ft.	3419
Add'l Level Sq. Ft.	1729
Total Living Area	4199
Total Adjusted Area	5236

Materials and Features

Foundation	CONTINUOUS WALL - 100
Exterior Walls	HARDIE PLANK - 100
Roof Type	HIP-GABLE - 100
Roof Material	ASPHALT SHINGLES - 100
Floor	TILE CERAMIC - 50
Floor	HARDWOOD - 50
Interior Finish	DRYWALL/SHEETROCK - 100
Plumbing	AVERAGE - 100
Plumbing	BATH SFX - 1
Plumbing	BATH SFX - 1
Plumbing	BATH SFX - 1
Fireplaces	FIREPLACE + 1 PREFAB - 1
Heat/AC	FURNACE - 4199

The map shows a proposed 31-acre site, outlined in black. The site is irregularly shaped and contains several smaller parcels. A winding road or path runs through the site. Surrounding the site are other land parcels, some of which are labeled with acreage: '4.8-Ac(c)' and '11.75 Ac'. The map also shows a river or stream flowing through the area.

2020.7.4.25.19

STATE OF ALABAMA

CITY OF MUSCLE SHOALS

ORDINANCE NO. 2025- _____

AN ORDINANCE TO ANNEX CERTAIN PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF MUSCLE SHOALS, ALABAMA, AND TO ASSIGN ZONING PURSUANT TO THE CITY'S ZONING REGULATIONS

WHEREAS, the City Council of the City of Muscle Shoals, Alabama, has received a petition from the property owners requesting annexation of certain property located in Colbert County and contiguous to the corporate limits of the City; and

WHEREAS, the City Council finds said annexation to be in the best interest of the City and consistent with the comprehensive plan and orderly development;

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

Section 1— Annexation

That the following described real property be and the same is hereby annexed into the corporate limits of the City of Muscle Shoals, Alabama:

Parcel Number: 08-04-17-3-002-016.000

PIN 6214

- Street Address: 139 Lakeview Shotes Drive, Muscle Shoals, Alabama
- Acreage: 1.3 acres, more or less
- Legal Description:

Lot 4, LAKEMONT SUBDIVISION, as same appears on record in the Office of the Judge of Probate of Colbert County, Alabama in Plat Book 4, Page 82.

Section 2 — Zoning Classification

Upon annexation, said property shall be zoned as R-2 (Single-Family Residential) in accordance with the City of Muscle Shoals Zoning Ordinance.

Section 3 — Effective Date

This ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED and APPROVED this the _____ day of _____, 2025.

CITY OF MUSCLE SHOALS, ALABAMA

By: _____
KEN SOCKWELL
ITS: President of the Council

ATTEST:

BRITTNEY WALKER
City Clerk

TRANSMITTAL

I hereby certify that the foregoing Ordinance Number _____ was passed on the _____ day of _____, 2025 by the City Council of the City of Muscle Shoals and was transmitted to the Mayor on the _____ day of _____, 2025 at _____ m. o'clock.

BRITTNEY WALKER
City Clerk

APPROVED on _____ at _____ o'clock.

DENIED on _____ at _____ o'clock.

MIKE LOCKHART
Mayor of the City of Muscle Shoals, Alabama

TRANSMITTAL

I hereby certify that the foregoing Ordinance Number _____
was passed on the _____ day of _____, 2025 by the City Council
of the City of Muscle Shoals and was transmitted to the Mayor on the
_____ day of _____, 2025 at _____ m. o'clock.

BRITTNEY WALKER
City Clerk

APPROVED on _____ at _____ o'clock.

MIKE LOCKHART
Mayor of the City of Muscle Shoals, Alabama

#####

REJECTED on _____ at _____ o'clock.

MIKE LOCKHART
Mayor of the City of Muscle Shoals, Alabama

CERTIFICATE

I, Brittney Walker, City Clerk for the City of Muscle Shoals, Alabama, do hereby certify that the attached and foregoing pages constitute a true, correct, verbatim and complete copy of the excerpts from all those portions of the minutes of a regular meeting of the Council of Muscle Shoals, Alabama held on the _____ day of _____, 2025 at its appointed time in said City and pertaining to the matters set out therein and as the same appears in the records in the Office of the City Clerk of Muscle Shoals, Alabama.

WITNESS my signature as said City Clerk this the _____ day of _____, 2025.

BRITTNEY WALKER
CITY CLERK

CERTIFICATE

I, BRITTNEY WALKER, City Clerk for the City of Muscle Shoals, Alabama, hereby certify that the above and foregoing Ordinance was duly and properly adopted by the Council of the City of Muscle Shoals, Alabama at a regular meeting of the said Council held on the _____ day of _____ 2025 in said City and that said Ordinance has been duly and properly published on this the _____ day of _____, 2025, pursuant to law, by posting a copy of said Ordinance at the Office of the Mayor at City Hall in the City of Muscle Shoals, Alabama; Muscle Shoals Public Library; Muscle Shoals Recreation Department, Building 1, Gattman Park, and First Metro Bank, Muscle Shoals Branch; being four conspicuous places lying and being within the City of Muscle Shoals, Alabama, there being no newspaper published and of general circulation in the City of Muscle Shoals, Alabama.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

BRITTNEY WALKER
CITY CLERK

STATE OF ALABAMA)
COLBERT COUNTY)

PETITION FOR UNANIMOUS CONSENT TO ANNEXATION

TO THE GOVERNING BODY OF THE CITY OF MUSCLE SHOALS, ALABAMA:

The undersigned, **SAINT DEVELOPMENT, LLC**, an Alabama limited liability company, being the owner of the hereinafter described real property, does hereby execute and file with the City Clerk this petition in writing requesting that the property hereinafter described be annexed to the City of Muscle Shoals, Alabama, under and by authority of §§ 11-42-20 through 11-42-24, *Code of Alabama, 1975*, said property being more particularly described as follows, to wit:

A tract of land lying in part of the Southwest 1/4 of Section 12, Township 4 South, Range 11 West, Colbert County, Alabama, and being more particularly described as follows: **COMMENCE** at Mag Nail and Stamped Washer Set (stamped typical Alexander Land Surveying Property Corner LSCA 628), formerly a Railroad Spike, being the Southwest corner of said Section 12; thence North 00°56'09" West, 895.60 feet to the **POINT OF BEGINNING** of the herein described tract; thence North 89°53'19" West a distance of 34.55 feet to a point in the centerline of Elledge Lane (80' right of way); thence, along said centerline, North 00°27'09" West a distance of 299.43 feet; thence, leave said centerline, South 89°59'38" East a distance of 569.08 feet; thence North 01°11'50" West a distance of 300.16 feet; thence North 89°59'20" East a distance of 695.38 feet; thence South 89°55'37" East a distance of 39.62 feet; thence South 18°10'30" East a distance of 170.31 feet; thence South 00°47'21" East a distance of 1319.87 feet; thence North 02°59'15" West a distance of 365.79 feet; thence North 89°55'07" West a distance of 300.03 feet; thence North 02°59'26" West a distance of 214.67 feet; thence North 89°51'33" West a distance of 745.68 feet; thence North 01°00'07" West a distance of 299.58 feet; thence North 89°53'19" West a distance of 250.97 feet; to the **POINT OF BEGINNING** of the tract of land hereby described. Said tract of land contains 23.64 acres, more or less and is subject to any right of ways, easements, or restrictions affecting said tract.

The undersigned represents unto the governing body of the City of Muscle Shoals, Alabama, as follows:

1. The undersigned is the sole owner of the herein described real property, and that said property is located and contained within an area contiguous to the corporate limits of the City of Muscle Shoals, Alabama.

2. The property sought to be annexed to the City of Muscle Shoals and as described herein does not lie within the corporate limits of any other municipality as required by § 11-42-21 of the *Code of Alabama, 1975*.

3. That attached hereto as Exhibit A and made a part hereof is a map of the property sought to be annexed for purposes of showing its relationship to the corporate limits of the City of Muscle Shoals, Alabama.

NOW, THEREFORE, the undersigned, **SAINT DEVELOPMENT, LLC**, an Alabama limited liability company, petitions the governing body of the City of Muscle Shoals, Alabama to annex the property described herein to the said municipality and requests that the governing body of the City of Muscle Shoals, Alabama propose, consider, and adopt an Ordinance assenting to the annexation of the property described herein; that the corporate limits of the said municipality be extended and rearranged so as to embrace and include the property described herein; that such property described herein shall become and be a part of the City of Muscle Shoals, Alabama upon adoption of said Ordinance and publication thereof or as otherwise provided by law.

IN WITNESS WHEREOF, the said Petitioner, **SAINT DEVELOPMENT, LLC**, an Alabama limited liability company, has caused this instrument to be executed on this ____ day of _____, 2025.

SAINT DEVELOPMENT, LLC, an Alabama limited liability company

By: _____
Freddy Saint

Its: Authorized Member

STATE OF ALABAMA)
COLBERT COUNTY)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Freddy Saint, whose name as Member of Saint Development, LLC, is signed to the foregoing, personally appeared before me and acknowledged that, being informed of the contents of the foregoing, he signed the same voluntarily, and with full authority, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires: _____

SEAL

ORDINANCE NO. _____

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

Section 1. The City Council of the City of Muscle Shoals, Alabama, as the legislative body of the City, does hereby find and declare that it is in the best interests of the citizens of the City and the citizens in the affected area to bring the territory described in Section 2 of this Ordinance into the City of Muscle Shoals, Alabama.

Section 2. The boundary lines of the City of Muscle Shoals, Alabama, be, and the same are hereby, altered or rearranged so as to include all of the territory heretofore encompassed by the corporate limits of the City of Muscle Shoals, Alabama, and in addition thereto, the following described territory:

A tract of land lying in part of the Southwest 1/4 of Section 12, Township 4 South, Range 11 West, Colbert County, Alabama, and being more particularly described as follows: **COMMENCE** at Mag Nail and Stamped Washer Set (stamped typical Alexander Land Surveying Property Corner LSCA 628), formerly a Railroad Spike, being the Southwest corner of said Section 12; thence North 00°56'09" West, 895.60 feet to the **POINT OF BEGINNING** of the herein described tract; thence North 89°53'19" West a distance of 34.55 feet to a point in the centerline of Elledge Lane (80' right of way); thence, along said centerline, North 00°27'09" West a distance of 299.43 feet; thence, leave said centerline, South 89°59'38" East a distance of 569.08 feet; thence North 01°11'50" West a distance of 300.16 feet; thence North 89°59'20" East a distance of 695.38 feet; thence South 89°55'37" East a distance of 39.62 feet; thence South 18°10'30" East a distance of 170.31 feet; thence South 00°47'21" East a distance of 1319.87 feet; thence North 02°59'15" West a distance of 365.79 feet; thence North 89°55'07" West a distance of 300.03 feet; thence North 02°59'26" West a distance of 214.67 feet; thence North 89°51'33" West a distance of 745.68 feet; thence North 01°00'07" West a distance of 299.58 feet; thence North 89°53'19" West a distance of 250.97 feet; to the **POINT OF BEGINNING** of the tract of land hereby described. Said tract of land contains 23.64 acres, more or less and is subject to any right of ways, easements, or restrictions affecting said tract.

Section 3. This Ordinance shall be published as provided by law and a certified copy of same, together with a certified copy of the petition of the property owners, shall be filed with the Probate Judge of Colbert County, Alabama.

Section 4. The territory described in this Ordinance shall become a part of the corporate limits of the City of Muscle Shoals, Alabama upon publication of this Ordinance as provided for and set forth in Section 3 of this Ordinance.

ADOPTED and **APPROVED** this the ____ day of _____, 2025.

COUNCIL OF THE CITY OF MUSCLE
SHOALS, ALABAMA

BY: _____
ITS: _____

ATTEST:

BRITTNEY WALKER, CITY CLERK

CERTIFICATE

I, Richard L. Williams, City Clerk for the City of Muscle Shoals, Alabama, do hereby certify that the attached and foregoing pages constitute a true, correct, verbatim, and complete copy of the excerpts from all those portions of the minutes of a regular meeting of the Council of Muscle Shoals, Alabama held on the ____ day of June, 2020 in said City and pertaining to the matters set out therein and as the same appears in the records in the Office of the City Clerk of Muscle Shoals, Alabama.

WITNESS my signature as said City Clerk this the ____ day of June, 2020.

CITY CLERK

CERTIFICATE

I, Richard L. Williams, City Clerk for the City of Muscle Shoals, Alabama, hereby certify that the above and foregoing Ordinance was duly and properly adopted by the Council of the City of Muscle Shoals, Alabama at a regular meeting of the said Council held on the ____ day of June, 2020 in said City and that said Ordinance has been duly and properly published on this the ____ day of _____, 2020 and pursuant to law, by posting a copy of said Ordinance at the Office of the Mayor at City Hall in the City of Muscle Shoals, Alabama; Muscle Shoals Public Library; Muscle Shoals Recreation Department, Building 1, Gattman Park, and First Metro Bank, Muscle Shoals Branch; being four conspicuous places lying and being within the City of Muscle Shoals, Alabama, there being no newspaper published and of general circulation in the City of Muscle Shoals, Alabama.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2020.

CITY CLERK

Exhibit A

**PROPERTY
TO BE
ANNEXED**

**PROPERTY
IN CITY
LIMITS**

ORDINANCE NO. _____

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO FIBER UTILITY NETWORK INC. D/B/A ALABAMA FIBER NETWORK, ITS SUCCESSORS AND ASSIGNS (“FRANCHISEE”) FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A FIBER-OPTIC INFRASTRUCTURE NETWORK WITHIN THE PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF MUSCLE SHOALS, ALABAMA

WHEREAS, the City of Muscle Shoals, Alabama (“Municipality” or “City”) has jurisdiction over the use of public rights-of-way in the City in which it now or hereafter holds any property interest, including, but not limited to public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, public easements, public utility easements, dedicated utility strips, and rights-of-way dedicated for compatible uses now or hereafter held by City (but excluding City parks or recreation areas)(“**Public ROW**”); and

WHEREAS, (“the Franchisee”) desires to construct install, maintain, operate, and control a fiber optic infrastructure network in Public ROW (“**Network**”) for the purpose of offering communications services (“**Services**”), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) (“**Broadband Internet Services**”) and Voice over Internet Protocol services, but excluding multichannel video programming services over a cable system that would be subject to a cable franchise to residents and businesses in the City (“**Customers**”); and

WHEREAS, the Franchisee has requested a franchise from the City in order to construct and maintain a fiber-optic infrastructure network within the corporate limits of the City; and

WHEREAS, the City Council wishes to accommodate the Franchisee’s request and grant a franchise to allow Franchisee to construct and maintain a fiber-optic infrastructure network in accordance with the terms and conditions contained herein.

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

DEFINED TERMS

- A. “Broadband Services” means the transmission of information using optical fiber including without limitation internet services.
- B. “City” means the City of Muscle Shoals, Alabama.
- C. “Code” means the City of Muscle Shoals, Alabama Municipal Code of Ordinances, as may from time to time be amended.
- D. “Franchisee” means Fiber Utility Network, Inc. d/b/a/ Alabama Fiber Network and its successors and assigns.

- E. “Governing Body” or “City Council” means the City Council of the City of Muscle Shoals, Alabama.
- F. “Gross Revenues” means all local revenue, in whatever form and from all sources, determined in accordance with generally accepted accounting principles that is received or accrued by Franchisee from Franchisee’s provision of Broadband services within the City with a deduction for Franchisee’s uncollectible accounts, but without deduction for operating expenses, accruals, or any other expenditure. Notwithstanding the foregoing, Gross Revenue shall not include any taxes on Broadband services furnished by Franchisee that are imposed by any City, state, or other governmental unit and collected by Franchisee for such governmental unit.
- G. “Network Facilities” means equipment and facilities that may include fiber optic cables, lines, wires, or strands; conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities.
- H. “Person” means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.
- I. “Use Fee” means the fee paid by the Franchisee to the City for locating, maintaining and operating Network Facilities in the Rights-of-Way for the provision of Broadband Services.

AGREEMENT

In consideration of the mutual promises made below, the City and Franchisee agree as follows:

1. Permission to Use and Occupy.

- 1.1 Permission to Use and Occupy Public ROW. Municipality grants Franchisee permission to use and occupy the Public ROW (the “**License**”) for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary, removing the Network and the related Network Facilities (the “**Work**”). This Agreement and the License do not authorize Franchisee to use any property other than the Public ROW as agreed herein. Franchisee’s use of any other Municipality property, including poles and conduits, will be, subject to mutual agreement, governed under a separate written agreement regarding that use.
- 1.2 Subject to State of Alabama and Local Law. This Agreement and the License are subject to Municipality’s valid authority under the State of Alabama (at times, herein “State”) and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement.

- 1.3 Subject to Municipality's Right to Use Public ROW. This Agreement and the License are subject and subordinate to Municipality's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.4 Subject to Pre-Existing Property Interests. Municipality's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Franchisee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.
- 1.5 No Grant of Property Interest. The License does not grant or convey any property interest.
- 1.6 Non-Exclusive. The rights granted to Franchisee pursuant to this Agreement are non-exclusive. Municipality expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a municipality, to use the Public ROW for similar or different purposes allowed Franchisee under this Agreement. This Agreement does not establish any priority for the use of the Public ROW by Franchisee or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the Public ROW the first priority shall be to the public generally, the second priority to Municipality in the performance of its various functions, and thereafter, as between Franchisee and other franchisees and permit holders, as determined by Municipality in the exercise of its reasonable powers, including the police power and other powers reserved to and conferred on it by the State of Alabama consistent with the rights granted to Franchisee pursuant to this Agreement.
- 1.7 Backup Power. Franchisee shall not use a permanent or semi-permanent internal combustion engine (such as a gasoline or natural gas-powered electric generator) to provide backup power at any point or points on the Network Facilities without Municipality's prior written approval. Such approval may be granted subject to conditions, such as relating to testing times (e.g., not in the middle of the night), screening, noise levels, and temperature and safe discharge of hot exhaust gasses. Municipality hereby grants Franchisee approval to use backup power generating devices, including devices with permanent or semipermanent internal combustion engines, at its network hut sites and inside buildings or on land owned by Franchisee subject to the specific conditions provided for in the network hut leases entered into between Franchisee and Municipality for the use of land owned by Municipality, and any applicable building code requirements.

- 1.8 Limitation on Use Rights. Nothing in this Agreement shall be construed as requiring Franchisee to alter the manner in which Franchisee attaches equipment to the poles, if any poles are allowed by Municipality, or alter the manner in which it operates and maintains its equipment.

2. Franchisee's Obligations.

- 2.1 Individual Permits Required. Franchisee will obtain Municipality's approval of required individual encroachment, construction, repair and maintenance of the Network Facilities and other necessary permits before placing its Network Facilities in the Public ROW or other property of Municipality as authorized. Franchisee will pay all lawful permit, processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by Municipality.
- 2.2 Franchisee's Sole Cost and Expense. Franchisee will perform the Work at its sole cost and expense.
- 2.3 Compliance with Laws. Franchisee will comply with all applicable federal, state and local laws, regulations and ordinances when performing the Work. Franchisee shall comply in all respects with all applicable codes. Franchisee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by Municipality.
- 2.4 Reasonable Care. Franchisee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.
- 2.5 No Nuisance. Franchisee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.
- 2.6 No Burden on Public ROW; Minimum Interference. Franchisee shall not erect, install, construct, repair, replace or maintain the Network Facilities in such a fashion as to unduly burden the present or future use of the Public ROW. The Network Facilities shall be erected and maintained by Franchisee so as to cause the minimum interference with the use of the Public ROW and with the rights or reasonable convenience of property owners who adjoin any of the Public ROW. The location of Network Facilities within, on, over, under, across or through the Public ROW shall, in all cases, be subject to prior Municipality approval through the applicable permitting process.
- 2.7 Limitation on Franchise Rights. Except as may otherwise be agreed upon in writing by Municipality and Franchisee, the rights granted to Franchisee herein do not include the right to (i) excavate in, occupy or use any Municipality park, recreational areas or other Municipality property other than the Public ROW, or (ii) attach or locate any Network Facilities to or on, or otherwise utilize any of, any

Municipality-owned property or facilities or structures other than Public ROW, including without limitation light poles, towers, buildings and trees. The use of such Municipality-owned property or facilities by Franchisee shall be considered by Municipality on a case-by-case basis and may be subject to payment of additional compensation to Municipality. Similarly, the rights granted herein by Municipality to Franchisee do not include the right to situate any Network Facilities on poles or other property owned by entities other than Municipality and situated in the Public ROW. It shall be the responsibility of Franchisee to negotiate any pole-attachment agreements or similar agreements with the owners of such poles or facilities, and to pay to such owners any required compensation.

- 2.8 Preconstruction Meetings. Franchisee shall attend all reasonably necessary preconstruction meetings as mutually agreed with Municipality.
- 2.9 Restoration of Property. Franchisee shall restore and replace at its sole cost and expense, in a manner reasonably approved by Municipality, any public or private property, real or personal, or portion of the Public ROW, that is disturbed, damaged or injured by the construction, operation, maintenance or removal of the Network Facilities to at least as good condition as that which existed prior to the disturbance if such damage is directly caused by Franchisee's Work and no other Person (other than Franchisee's personnel, employees, agents, contractors, subcontractors or Affiliates) is responsible for the damage (e.g., where a Person other than Franchisee fails to accurately or timely locate its underground facilities as required by applicable law). Franchisee's obligation in this subsection shall be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work. Franchisee's restoration work shall start promptly but not more than sixty (60) days from Franchisee being notified of the problem in question. Upon the failure of Franchisee to effect such repair or restoration, Municipality may effect the same, and Franchisee shall promptly reimburse Municipality for Municipality's actual, reasonable, and documented costs in connection with such repair or restoration.
- 2.10 Emergency Notification. Franchisee shall provide Municipality throughout the Term of the Franchise with a twenty-four (24) hour emergency telephone number at which a representative of Franchisee (not voicemail or a recording) can be accessed in the event of an Emergency.
- 2.11 Duty to Underground. It is the policy of Municipality to have lines and cables placed underground to the greatest extent reasonably practicable, as determined by the Municipality. In furtherance of this policy, Franchisee agrees that it shall place its constructed lines and cables underground to the extent reasonably practicable, as determined by the Municipality, provided however the Franchisee's network hut sites may be above ground.
- 2.12 Discontinuance and Removal of the Network Facilities. Upon the revocation, termination, or expiration of this Agreement, unless an extension is granted by

Municipality in its discretion, Franchisee shall discontinue the provision of Services and all rights of Franchisee to use the Public ROW for the provision of Services shall cease. Franchisee, at the direction of Municipality, shall remove any portion of the Network Facilities and restore such Public ROW and other affected property in accordance with Section 2.9 hereof within the Public ROW. Alternatively, if mutually agreed by Franchisee and Municipality, such Network Facilities may be abandoned in place or transferred to Municipality. This Section 2.12 shall not apply to facilities constructed and owned by the Franchisee or an Affiliate of Franchisee, where such facilities are used by Franchisee or such Affiliate to lawfully provide other services. No surety on any right-of-way bond (“**ROW Bond**”) nor any letter of credit shall be discharged until Municipality has certified to Franchisee in writing that the Network Facilities has been dismantled, removed, and all other property restored, to the satisfaction of Municipality.

- 2.13 Tree Trimming. Franchisee may trim trees upon and overhanging the Public ROW so as to prevent the branches of such trees from coming into contact with the Network Facilities. Franchisee shall minimize the trimming of trees to trimming only those trees that are essential to maintain the integrity of the Network Facilities. Except in emergencies, (i) all trimming of trees in the Public ROW or on Municipal property shall have the prior approval of Municipality and shall be done under the direction of the Municipality's horticulturist, or in the event that office is vacant, the Municipality's Public Works director, and (ii) all trimming of trees on private property shall require the consent of the property owner, and it is Franchisee's responsibility to ensure such consent is valid and from the private property owner(s) of record. All trimming shall be done at the expense of Franchisee.

- 2.14 Location of Facilities. Franchisee shall keep accurate, complete, and current maps and records of the Network Facilities and all Franchisee facilities and, subject to applicable confidentiality provisions, shall make available electronic copies of such maps and records to Municipality, as set forth below.

2.14.1 Franchisee shall furnish "as-built" maps and records to Municipality in electronic, ESRI-compatible format (or in another mapping format mutually agreed to by the Parties). Franchisee shall provide Municipality copies of any new or revised "as-built" or comparable drawings as and if they are generated for portions of the Network Facilities located within Municipality and will provide them to Municipality upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections. Upon request by Municipality in an emergency, Franchisee, as soon as reasonably practicable, shall inform Municipality of any changes from such maps and records previously supplied and shall mark up any maps provided by Municipality so as to show the location of the Network Facilities.

2.14.2 The "as built" maps shall include at a minimum all Network Facilities located in a given segment, and facility routings and shall be drawn to scale.

2.14.3 Municipality agrees that Franchisee may provide route maps rather than the as-built maps specified above. "Route maps" means "as-built" maps with only the following information removed: information on the number of lines, whether the lines are copper or fiber and the nature of any electronics. Concrete pads for pedestals and enclosures for equipment or pedestals shall be shown on Route maps.

- 2.15 Utility Notification Program. Franchisee shall comply with applicable state and local utility location and notification laws.
- 2.16 Inspection by Municipality. Network Facilities shall be subject to inspection by Municipality to the extent reasonably requested by Municipality and reasonably necessary to assure compliance by Franchisee with the terms of this Agreement. Municipality shall inspect Network Facilities at reasonable, mutually agreed upon times and upon reasonable notice to Franchisee; provided, however, the inspection shall not interrupt or interfere with any services provided by Franchisee.
- 2.17 Franchise Fee. As consideration for the use of the City's Public ROW as set forth in this Agreement, the Franchisee shall pay the City a Use Fee of five percent (5%) of its Gross Revenues collected by the Franchisee during each calendar year of operation under this agreement based on unaudited financials. The Franchisee will pay the Use Fee collected from its Customers for the Broadband Services annually, within forty-five (45) days of the close of Franchisee's fiscal year, which ends December 31. Each Use Fee payment shall be accompanied by a certified report from a representative of the Franchisee, which shows the basis for the computation of all recurring monthly Broadband Service charges from the provision of Broadband Services to Persons located within the City limits during the Franchisee's fiscal year for which such payment is made. In the event that the Use Fee payment is not actually received by the City on or before the applicable due date set forth in this section or is underpaid, Franchisee shall pay in addition to the Use Fee payment, or sum due, interest from the due date at the state legal interest rate of 8% annually (Alabama Code § 8.8.1). If the Franchisee does not provide Broadband Services to Customer(s) within the municipal boundaries of the City, then the Franchisee shall pay the City annually (19¢) per linear foot for the use of the City's Public ROW once the fiber is lit and carrying traffic commercially. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the City should conduct a review of Franchisee's books and records and such review indicates a Use Fee underpayment of five percent (5%) or more during the entire period reviewed, the Franchisee shall assume all reasonable documented costs of such audit, and pay same upon demand by the City. All documents pertaining to financial matters, which may be the subject of an audit by the City, shall be retained by the Franchisee for a minimum period of six (6) years.

3. **Municipality's Obligations.**

- 3.1 **Emergency Removal or Relocation by Municipality.** In the event of a public emergency that creates an imminent threat to the health, safety, or property of Municipality or its residents, Municipality may remove or relocate the applicable portions of the Network Facilities without prior notice to Franchisee. Municipality will, however, make best efforts to provide prior notice to Franchisee before making an emergency removal or relocation. In any event, Municipality will promptly provide to Franchisee a written description of any emergency removals or relocations of Franchisee's Network Facilities. Franchisee will reimburse Municipality for its actual, reasonable, and documented costs or expenses incurred for any such work performed by Municipality, the direct cause of which was Franchisee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities.
- 3.2 **Relocation to Accommodate Governmental Purposes.** If Franchisee's then- existing Network Facilities would interfere with Municipality's planned use of the Public ROW or other Municipality property for a legitimate noncommercial governmental purpose, such as the construction, installation, repair, maintenance, or operation of a new water, sewer, or storm drain line, or a public road, curb, gutter, sidewalk, park, or recreational facility, or in the event the affected Public ROW is lawfully vacated, eliminated, discontinued, or closed by the Municipality, Franchisee will, upon written notice from Municipality, relocate its Network Facilities at Franchisee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the Municipality's governmental purpose and Franchisee's interest in maintaining the integrity and stability of its Network. Franchisee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that Municipality may not require Franchisee to relocate or remove its Network Facilities with less than one hundred eighty (180) days' notice. Upon the failure of Franchisee to relocate any Network Facilities within a reasonable period of time in accordance with this subsection, Municipality may effect such relocation, and Franchisee shall promptly reimburse Municipality for all actual, reasonable, and documented costs and expenses incurred by Municipality in connection with such relocation.
- 3.3 **Relocation to Accommodate Non-Governmental Purposes.** If Franchisee's then-existing Network Facilities would interfere with (a) Municipality's planned use of the Public ROW for a non-governmental (e.g., commercial) purpose, or (b) a third-party's use of the Public ROW, Franchisee will not be required to relocate its Network Facilities.
- 3.4 **Non-Discrimination.** Any agreements between Municipality and Franchisee that provide Franchisee access to public infrastructure, poles, conduits, assets, and

Public ROW will be available to other network operators that offer broadband Internet access services, on rates, terms, and conditions that are as favorable as those Municipality provides Franchisee for the same access.

4. Contractors and Subcontractors.

- 4.1 Use of Contractors and Subcontractors. Franchisee may retain contractors and subcontractors to perform the Work on Franchisee's behalf.
- 4.2 Contractors to be Licensed. Franchisee's contractors and subcontractors used for the Work will be properly licensed under applicable law, regulations and ordinances.
- 4.3 Authorized Individuals. Franchisee's contractors and subcontractors may submit individual permit applications to Municipality on Franchisee's behalf, so long as the permit applications are signed by individuals that Franchisee has authorized to act on its behalf via a letter of authorization provided to Municipality in the form attached as **Exhibit A ("Authorized Individuals")**. Municipality will accept for review permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Franchisee under this Agreement.

5. Defense and Indemnity.

- 5.1 Indemnification. Franchisee shall indemnify, defend, and hold harmless Municipality, and governmental subdivisions thereof, and its respective council members, officers, boards, commissions, attorneys, agents, and employees (hereinafter referred to as "Indemnitees"), from and against any and all liability, obligation, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys) arising from any third-party claim of personal injury or property damage that may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any negligent act or omission of Franchisee, its personnel, employees, agents, contractors, subcontractors or affiliates, which may arise out of (i) the construction, installation, operation, maintenance or condition of the Network Facilities, or (ii) the Franchisee's failure to comply with any applicable Federal, State or local statute, ordinance or regulation ("**Third Party Legal Proceeding**"). Franchisee's indemnification obligation shall not extend to liability to the extent caused by the negligence or willful misconduct by any Indemnitee or any other third party (to the extent such third parties are not Franchisee personnel, employees, agents, contractors, subcontractors or affiliates as described above in this Section 5.1).
- 5.2 Assumption of Risk. Franchisee undertakes and assumes for its officers, agents, contractors and subcontractors and employees, all risk of dangerous conditions, if any, on or about any Municipality-owned or controlled property, including Public ROWs.

- 5.3 Defense of indemnitees. In the event any Third Party Legal Proceeding shall be brought against the Indemnitees upon written notice from Municipality in accordance with Section 5.4 hereof, Franchisee shall, at Franchisee's sole cost and expense, assume sole control of the indemnified portion of the Third Party Legal Proceeding, subject to the following: (i) Municipality may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring Municipality to admit liability, pay money, or take (or refrain from taking) any action, will require Municipality's prior written consent, not to be unreasonably withheld, conditioned, or delayed.
- 5.4 Notice, Cooperation and Expenses. Municipality must give Franchisee written notice of any Third-Party Legal Proceeding not later than twenty (20) days after Municipality becomes aware of the Third-Party Legal Proceeding. Municipality shall reasonably cooperate with Franchisee in the defense of the Third-Party Legal Proceeding and nothing herein shall be construed to prevent Municipality from appointing its own noncontrolling counsel at Municipality's sole cost and expense.
6. **ROW Bond.** Within thirty (30) days of the Effective Date, Franchisee shall provide Municipality with, and shall maintain, a ROW Bond from a surety company in the amount of One Hundred Thousand Dollars (\$100,000) and in a form reasonably acceptable to Municipality, as security for the faithful performance by Franchisee of the provisions of this Agreement.
- 6.1 The rights provided Municipality by this Section and its bond are in addition to all other rights of Municipality whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such bond or guarantee shall affect any other rights Municipality may have, except that Municipality shall not be entitled to multiple remedies for the same violation.
7. **Insurance.**
- 7.1 Franchisee will carry and maintain:
- 7.1.1 Commercial General Liability (CGL) insurance, with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names Municipality, its employees, and officers as additional insureds.
- 7.1.2 Workers' Compensation insurance with policy limits not less than the Municipality's requirements.
- 7.2 All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be provided to the City Clerk with Franchisee's acceptance of this Franchise. Franchisee shall annually provide Municipality with a certificate of insurance evidencing such coverage. Failure to

obtain and maintain any insurance policy required by this Section shall be deemed a material breach of this Agreement and shall be grounds for termination of this Agreement and the Franchise.

- 7.3 **Contractors.** Franchisee's contractors and subcontractors working in the Public ROW shall carry in full force and effect commercial general liability, automobile liability and workers' compensation and employer's liability insurance commensurate with the scope of their work. In the alternative, Franchisee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Franchisee policies). Franchisee's contractors and subcontractors shall provide Municipality with certificates of insurance evidencing such coverage when applying for permits to work in the Public ROW.
- 7.4 **Insurance Primary.** Franchisee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"), but only for actions of Franchisee and for whom Franchisee is responsible. Any insurance or self-insurance maintained by any of them shall be in excess of Franchisee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).
8. **Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and State law ("**Effective Date**"). This Agreement will expire automatically on the tenth (10th) anniversary of the Effective Date ("**Original Term**"), unless earlier terminated in accordance with the provisions herein.
9. **Termination.**
- 9.1 **Termination by Municipality.** Municipality may terminate this Agreement if Franchisee is in material breach of the Agreement, provided that Municipality must first provide Franchisee written notice of the breach and not less than one hundred eighty (180) days to cure, unless the cure cannot be reasonably accomplished in that time period, in which case the Municipality may in its discretion grant Franchisee additional time upon the request of Franchisee, provided that Franchisee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue, provided further if such period is anticipated to, or does, extend more than one hundred eighty (180) days, it shall be in the sole discretion of the Municipality whether to grant such cure extension beyond one hundred eighty (180) days. No termination under this subsection will be effective until the relevant cure period has expired.

9.2 Termination by Franchisee. Franchisee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to Municipality. Franchisee may not abandon its Network or any portion thereof without compensating City for damages resulting from the abandonment, including all costs incident to removal of the Fiber Optic Infrastructure Network.

10. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

10.1 Following any assignment of this Agreement to an Affiliate, Franchisee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this Section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Franchisee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

11. **Notice.** Every notice or response required by this Agreement to be served upon the City or the Franchisee shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

The notices or responses to the City shall be addressed as follows:

City of Muscle Shoals, Alabama
ATTN: MAYOR
2010 E. Avalon Avenue
Muscle Shoals, Alabama 35661

The notices or responses to the Franchisee shall be addressed as follows:

Fiber Utility Network, Inc. d/b/a Alabama Fiber Network
103 Jesse Samuel Hunt Blvd.
Suite 203
Prattville, Alabama 36066
Attn: President

The City and the Franchisee may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

12. General Provisions

- 12.1 Franchise Records. Franchisee shall prepare and maintain any records or reports that are required of it by federal, State, or local law. Municipality shall have the right to obtain, in the format kept by Franchisee in the ordinary course of business, copies of such records and reports as appropriate and reasonably necessary to determine whether Franchisee is in compliance with this Agreement. Franchisee reserves the right to object to any request made under this Section as unnecessary, unreasonable, or inappropriate under the circumstances and to seek appropriate confidentiality protections for any information to be produced to Municipality.
- 12.2 Entire Franchise. This Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties and all prior franchises, negotiations and agreements relating to the Network Facilities or provision of Broadband Services are merged herein and hereby superseded.
- 12.3 Conferences. As may be mutually agreed upon between the parties from time to time, the parties hereby agree to meet at reasonable times on reasonable notice to discuss any aspect of this Agreement, the provision of Broadband Services or the Network Facilities during the Term hereof.
- 12.4 Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the law of the State of Alabama. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or related to this Agreement or any of the agreements or transactions contemplated hereby shall be brought to the Circuit Court of Colbert County, Alabama and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.
- 12.5 Waiver of Compliance. No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term, or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. Municipality may waive any obligation of Franchisee under this Agreement, in whole or in part, at any time, but such waiver must be in writing, and signed by the Municipality's Mayor or their designee.
- 12.6 Independent Contractor Relationship. The relationship of Franchisee to Municipality is and shall continue to be an independent contractual relationship,

and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agents or employees as a result of the performance of this Agreement, unless expressly stated in this Agreement.

- 12.7 Severability. If any section, paragraph, or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Agreement.
- 12.8 Captions. All captions are for convenience of use and have no substantive effect.
- 12.9 Franchise Accepted. Franchisee further acknowledges by execution and delivery of this Agreement that it has carefully read the terms and conditions of this Agreement and the Ordinance and accepts the obligations imposed hereby and thereby regardless of whether such obligations are contained in this Agreement or the Ordinance, or both.
- 12.10 Binding Agreement. Subject to Section 2.3, the parties agree that this Agreement complies with State and Federal law as of the Effective Date and agree to be bound by the provisions hereof during the full term hereof, except that the parties also agree to recognize and be bound by any change in any State or Federal law, even if such law materially affects the terms of this Agreement.
- 12.11 Other Covenants. Franchisee for itself and its Affiliates covenants that Franchisee and its Affiliates shall not bring or support, directly or indirectly, any suit, claim, or proceeding (judicial or administrative) challenging any term of this Agreement or contending that Municipality or Franchisee did not have the authority to impose or agree to such terms.
- 12.12 Reserved Rights. Municipality reserves all rights and powers under (i) its police powers and (ii) powers conferred by Federal, State, or local law of which Municipality may not legally and contractually divest itself. In particular, Municipality reserves the right to alter, amend or repeal its municipal code as it determines shall be conducive to the health, safety and welfare of the public, or otherwise in the public interest; provided that any such alteration, amendment or repeal shall be applicable to all similarly situated franchisees of the Municipality, in such a manner and to such an extent so as not to place Franchisee at a material competitive disadvantage. In the event the municipal code or other applicable local law is amended in a manner that would materially alter Franchisee's rights and obligations under this Agreement, the Municipality will provide Franchisee with reasonable advance notice of such pending amendment and, upon written request of Franchisee, negotiate in good faith to modify this Agreement to ameliorate any adverse effects such amended municipal code provisions would have on Franchisee's performance under this Agreement. Municipality agrees that by

accepting this Agreement, Franchisee has not waived its right to object to the application to it of actions by Municipality pursuant to its reserved rights or police powers.

- 12.13 City Representative. The Mayor or designee as provided in writing by the Mayor to the Franchisee (the "City Representative"), shall be Municipality's representative for all purposes of this Agreement. Except where City Council action is required by this Agreement or by law, all decisions, judgments, approvals, requests, notices or other actions of Municipality required or permitted under this Agreement shall be made, obtained, issued or delivered or otherwise effected on behalf of Municipality by the Mayor, or his or her designee.
- 12.14 Authority. Franchisee represents, covenants and warrants to Municipality as of the Effective Date that: (a) Franchisee is duly constituted, in good standing and qualified to do business in the State of Alabama, (b) Franchisee will file when due all forms, reports, fees and other documents necessary to comply with applicable laws, and (c) the signatories signing on behalf of Franchisee have the requisite authority to bind Franchisee pursuant to Franchisee's organizational documents.
- 12.15 Publication. This Franchise shall be published in accordance with applicable local and state law and Grantee, shall pay the reasonable cost of any required publication of this Franchise.
- 12.16 Acceptance. Franchisee's acceptance of this Agreement shall be in writing in a form approved by the City attorney and shall be accompanied by delivery of a check, approved by the City, in the amount of Two Thousand Dollars (\$2,000.00) made payable to the City of Muscle Shoals, Alabama and shall serve to recover expenses incurred by the City in the granting of this Franchise. Said expenses shall include attorney's fees and consulting expenses incurred by the City.

Signed by authorized representatives of the parties on the dates written below.

CITY OF MUSCLE SHOALS, ALABAMA FIBER UTILITY NETWORK, INC.

BY:

BY:

Mike Lockhart

Terry Metze

Title: Mayor

Title: Chief Executive Officer

ATTEST:

City Clerk

EXHIBIT A
FORM OF LETTER OF AUTHORIZATION

Alabama Fiber Network.
340 Technacenter Drive
Montgomery, Alabama 36117

City of Muscle Shoals
Attn: Building Official
2010 E. Avalon Avenue
Muscle Shoals, AL 35661

Dear Mr. Jones:

In accordance with Section 4.3 of the Broadband Services Franchise Agreement dated [REDACTED] between City of Muscle Shoals, Alabama and Alabama Fiber Network, hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications on behalf of the Franchisee.

1. Name, Title
2. Name, Title
3. Name, Title
4. Name, Title

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the Municipality.

Kind regards,

Terry Metze., CEO
Alabama Fiber Network

ORDINANCE NO. _____

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO JOE WHEELER ELECTRIC MEMBERSHIP CORPORATION AND ITS WHOLLY OWNED SUBSIDIARY, JWEMC COMMUNICATIONS, LLC, D/B/A FLASH FIBER, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A FIBER-OPTIC TRANSMISSION LINE WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF MUSCLE SHOALS, ALABAMA

WHEREAS, the City of Muscle Shoals, Alabama (“Municipality” or “City”) has jurisdiction over the use of public rights-of-way in the City in which it now or hereafter holds any property interest, including, but not limited to public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, public easements, public utility easements, dedicated utility strips, and rights-of-way dedicated for compatible uses now or hereafter held by City (but excluding City parks or recreation areas)(“**Public ROW**”); and

WHEREAS, Joe Wheeler Electric Membership Corporation and its wholly owned subsidiary, JWEMC Communications, LLC, d/b/a Flash Fiber (hereinafter referred to collectively as the (“the Franchisee”) desires to construct install, maintain, operate, and control a fiber optic infrastructure network in Public ROW (“**Network**”) for the purpose of offering communications services (“**Services**”), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) (“**Broadband Internet Services**”) and Voice over Internet Protocol services, but excluding multichannel video programming services over a cable system that would be subject to a cable franchise to residents and businesses in the City (“**Customers**”); and

WHEREAS, the Franchisee has requested a franchise from the City in order to construct and maintain a fiber-optic infrastructure network within the corporate limits of the City; and

WHEREAS, the City Council wishes to accommodate the Franchisee’s request and grant a franchise to allow Franchisee to construct and maintain a fiber-optic infrastructure network in accordance with the terms and conditions contained herein.

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

DEFINED TERMS

- A. “Broadband Services” means the transmission of information using optical fiber.
- B. “City” means the City of Muscle Shoals, Alabama.
- C. “Code” means the City of Muscle Shoals, Alabama Municipal Code of Ordinances, as may from time to time be amended.

- D. “Franchisee” means Joe Wheeler Electric Membership Corporation and its wholly owned subsidiary, JWEMC Communications, LLC, d/b/a Flash Fiber or successors in interest, in accordance with the provisions of this franchise.
- E. “Governing Body” or “City Council” means the City Council of the City of Muscle Shoals, Alabama.
- F. “Gross Revenues” means all local revenue, in whatever form and from all sources, determined in accordance with generally accepted accounting principles that is received or accrued by Franchisee from Franchisee’s provision of Broadband services within the City with a deduction for Franchisee’s uncollectible accounts, but without deduction for operating expenses, accruals, or any other expenditure. Notwithstanding the foregoing, Gross Revenue shall not include any taxes on Broadband services furnished by Franchisee that are imposed by any City, state, or other governmental unit and collected by Franchisee for such governmental unit.
- G. “Network Facilities” means equipment and facilities that may include fiber optic cables, lines, wires, or strands; conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities
- H. “Person” means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.
- I. “Use Fee” means the fee paid by the Franchisee to the City for locating, maintaining and operating Network Facilities in the Rights-of-Way.

AGREEMENT

In consideration of the mutual promises made below, the City and Franchisee agree as follows:

1. Permission to Use and Occupy.

1.1 Permission to Use and Occupy Public ROW. Municipality grants Franchisee permission to use and occupy the Public ROW (the “**License**”) for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary, removing the Network and the related Network Facilities (the “**Work**”). This Agreement and the License do not authorize Franchisee to use any property other than the Public ROW as agreed herein. Franchisee’s use of any other Municipality property, including poles and conduits, will be, subject to mutual agreement, governed under a separate written agreement regarding that use.

1.2 Subject to State of Alabama and Local Law. This Agreement and the License are subject to Municipality’s valid authority under the State of Alabama (at times, herein “**State**”) and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement.

1.3 Subject to Municipality's Right to Use Public ROW. This Agreement and the License are subject and subordinate to Municipality's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.

1.4 Subject to Pre-Existing Property Interests. Municipality's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Franchisee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.

1.5 No Grant of Property Interest. The License does not grant or convey any property interest.

1.6 Non-Exclusive. The rights granted to Franchisee pursuant to this Agreement are non-exclusive. Municipality expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("Person"), as well as the right in its own name as a municipality, to use the Public ROW for similar or different purposes allowed Franchisee under this Agreement. This Agreement does not establish any priority for the use of the Public ROW by Franchisee or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the Public ROW the first priority shall be to the public generally, the second priority to Municipality in the performance of its various functions, and thereafter, as between Franchisee and other franchisees and permit holders, as determined by Municipality in the exercise of its reasonable powers, including the police power and other powers reserved to and conferred on it by the State of Alabama consistent with the rights granted to Franchisee pursuant to this Agreement.

1.7 Backup Power. Franchisee shall not use a permanent or semi-permanent internal combustion engine (such as a gasoline or natural gas-powered electric generator) to provide backup power at any point or points on the Network Facilities without Municipality's prior written approval. Such approval may be granted subject to conditions, such as relating to testing times (e.g., not in the middle of the night), screening, noise levels, and temperature and safe discharge of hot exhaust gasses. Municipality hereby grants Franchisee approval to use backup power generating devices, including devices with permanent or semi-permanent internal combustion engines, at its network hut sites and inside buildings or on land owned by Franchisee subject to the specific conditions provided for in the network hut leases entered into between Franchisee and Municipality for the use of land owned by Municipality, and any applicable building code requirements.

1.8 Limitation on Use Rights. Nothing in this Agreement shall be construed as requiring Franchisee to alter the manner in which Franchisee attaches equipment to the poles, if any poles are allowed by Municipality, or alter the manner in which it operates and maintains its equipment.

2. **Franchisee's Obligations.**

2.1 **Individual Permits Required.** Franchisee will obtain Municipality's approval of required individual encroachment, construction, repair and maintenance of the Network Facilities and other necessary permits before placing its Network Facilities in the Public ROW or other property of Municipality as authorized. Franchisee will pay all lawful permit, processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by Municipality.

2.2 **Franchisee's Sole Cost and Expense.** Franchisee will perform the Work at its sole cost and expense.

2.3 **Compliance with Laws.** Franchisee will comply with all applicable federal, state and local laws, regulations and ordinances when performing the Work. Franchisee shall comply in all respects with all applicable codes. Franchisee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by Municipality.

2.4 **Reasonable Care.** Franchisee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.

2.5 **No Nuisance.** Franchisee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.

2.6 **No Burden on Public ROW; Minimum Interference.** Franchisee shall not erect, install, construct, repair, replace or maintain the Network Facilities in such a fashion as to unduly burden the present or future use of the Public ROW. The Network Facilities shall be erected and maintained by Franchisee so as to cause the minimum interference with the use of the Public ROW and with the rights or reasonable convenience of property owners who adjoin any of the Public ROW. The location of Network Facilities within, on, over, under, across or through the Public ROW shall, in all cases, be subject to prior Municipality approval through the applicable permitting process.

2.7 **Limitation on Franchise Rights.** Except as may otherwise be agreed upon in writing by Municipality and Franchisee, the rights granted to Franchisee herein do not include the right to (i) excavate in, occupy or use any Municipality park, recreational areas or other Municipality property other than the Public ROW, or (ii) attach or locate any Network Facilities to or on, or otherwise utilize any of, any Municipality-owned property or facilities or structures other than Public ROW, including without limitation light poles, towers, buildings and trees. The use of such Municipality-owned property or facilities by Franchisee shall be considered by Municipality on a case-by-case basis and may be subject to payment of additional compensation to Municipality. Similarly, the rights granted herein by Municipality to Franchisee do not include the right to situate any Network Facilities on poles or other property owned by entities other than Municipality and situated in the Public ROW. It shall be the responsibility of Franchisee to negotiate any pole-attachment agreements or similar agreements with the owners of such poles or facilities, and to pay to such owners any required compensation.

2.8 Preconstruction Meetings. Franchisee shall attend all reasonably necessary preconstruction meetings as mutually agreed with Municipality.

2.9 Restoration of Property. Franchisee shall restore and replace at its sole cost and expense, in a manner reasonably approved by Municipality, any public or private property, real or personal, or portion of the Public ROW, that is disturbed, damaged or injured by the construction, operation, maintenance or removal of the Network Facilities to at least as good condition as that which existed prior to the disturbance if such damage is directly caused by Franchisee's Work and no other Person (other than Franchisee's personnel, employees, agents, contractors, subcontractors or Affiliates) is responsible for the damage (e.g., where a Person other than Franchisee fails to accurately or timely locate its underground facilities as required by applicable law). Franchisee's obligation in this subsection shall be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work. Franchisee's restoration work shall start promptly but not more than sixty (60) days from Franchisee being notified of the problem in question. Upon the failure of Franchisee to effect such repair or restoration, Municipality may effect the same, and Franchisee shall promptly reimburse Municipality for Municipality's actual, reasonable, and documented costs in connection with such repair or restoration.

2.10 Emergency Notification. Franchisee shall provide Municipality throughout the Term of the Franchise with a twenty-four (24) hour emergency telephone number at which a representative of Franchisee (not voicemail or a recording) can be accessed in the event of an Emergency.

2.11 Duty to Underground. It is the policy of Municipality to have lines and cables placed underground to the greatest extent reasonably practicable, as determined by the Municipality. In furtherance of this policy, Franchisee agrees that it shall place its constructed lines and cables underground to the extent reasonably practicable, as determined by the Municipality, provided however the Franchisee's network hut sites may be above ground.

2.12 Discontinuance and Removal of the Network Facilities. Upon the revocation, termination, or expiration of this Agreement, unless an extension is granted by Municipality in its discretion, Franchisee shall discontinue the provision of Services and all rights of Franchisee to use the Public ROW for the provision of Services shall cease. Franchisee, at the direction of Municipality, shall remove any portion of the Network Facilities and restore such Public ROW and other affected property in accordance with Section 2.9 hereof within the Public ROW. Alternatively, if mutually agreed by Franchisee and Municipality, such Network Facilities may be abandoned in place or transferred to Municipality. This Section 2.12 shall not apply to facilities constructed and owned by the Franchisee or an Affiliate of Franchisee, where such facilities are used by Franchisee or such Affiliate to lawfully provide other services. No surety on any performance bond nor any letter of credit shall be discharged until Municipality has certified to Franchisee in writing that the Network Facilities has been dismantled, removed, and all other property restored, to the satisfaction of Municipality.

2.13 Tree Trimming. Franchisee may trim trees upon and overhanging the Public ROW so as to prevent the branches of such trees from coming into contact with the Network Facilities. Franchisee shall minimize the trimming of trees to trimming only those trees that are essential to maintain the integrity of the Network Facilities. Except in emergencies, (i) all trimming of trees in the Public ROW or on Municipal property shall have the prior approval of Municipality and shall be done under the direction of the Municipality's horticulturist, or in the event that office is vacant, the Municipality's Public Works director, and (ii) all trimming of trees on private property shall require the consent of the property owner. All trimming shall be done at the expense of Franchisee.

2.14 Location of Facilities. Franchisee shall keep accurate, complete, and current maps and records of the Network Facilities and all Franchisee facilities and, subject to applicable confidentiality provisions, shall make available electronic copies of such maps and records to Municipality, as set forth below.

2.14.1 Franchisee shall furnish "as-built" maps and records to Municipality in electronic, ESRI-compatible format (or in another mapping format mutually agreed to by the Parties). Franchisee shall provide Municipality copies of any new or revised "as-built" or comparable drawings as and if they are generated for portions of the Network Facilities located within Municipality and will provide them to Municipality upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections. Upon request by Municipality in an emergency, Franchisee, as soon as reasonably practicable, shall inform Municipality of any changes from such maps and records previously supplied and shall mark up any maps provided by Municipality so as to show the location of the Network Facilities.

2.14.2 The "as built" maps shall include at a minimum all Network Facilities located in a given segment, and facility routings and shall be drawn to scale.

2.14.3 Municipality agrees that Franchisee may provide route maps rather than the as-built maps specified above. "Route maps" means "as-built" maps with only the following information removed: information on the number of lines, whether the lines are copper or fiber and the nature of any electronics. Concrete pads for pedestals and enclosures for equipment or pedestals shall be shown on Route maps.

2.15 Utility Notification Program. Franchisee shall comply with applicable state and local utility location and notification laws.

2.16 Inspection by Municipality. Network Facilities shall be subject to inspection by Municipality to the extent reasonably requested by Municipality and reasonably necessary to assure compliance by Franchisee with the terms of this Agreement. Municipality shall inspect Network Facilities at reasonable, mutually agreed upon times and upon reasonable notice to Franchisee; provided, however, the inspection shall not interrupt or interfere with any services provided by Franchisee.

2.17 Franchise Fee. As consideration for the use of the City's Public ROW as set forth in this Agreement, the Franchisee shall pay the City a Use Fee of five percent (5%) of its Gross Revenues collected by the Franchisee during each calendar year of operation under this agreement based on unaudited financials. The Franchisee will pay the Use Fee collected from its Customers for the Broadband Services annually, within forty-five (45) days of the close of Franchisee's fiscal year, which ends June 30. Each Use Fee payment shall be accompanied by a certified report from a representative of the Franchisee, which shows the basis for the computation of all recurring monthly Broadband Service charges from the provision of Broadband Services to Persons located within the City limits during the Franchisee's fiscal year for which such payment is made. In the event that the Use Fee payment is not actually received by the City on or before the applicable due date set forth in this section or is underpaid, Franchisee shall pay in addition to the Use Fee payment, or sum due, interest from the due date at the state legal interest rate of 8% annually (Alabama Code § 8.8.1). If the Franchisee does not provide Broadband Services to any Customer(s) or to any location within the municipal boundaries of the City, then the Franchisee shall pay the City annually (19¢) per linear foot for the use of the City's Public ROW once the fiber is lit and carrying traffic commercially. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the City should conduct a review of Franchisee's books and records and such review indicates a Use Fee underpayment of five percent (5%) or more during the entire period reviewed, the Franchisee shall assume all reasonable documented costs of such audit, and pay same upon demand by the City. All documents pertaining to financial matters, which may be the subject of an audit by the City, shall be retained by the Franchisee for a minimum period of six (6) years.

3. Municipality's Obligations.

3.1 Emergency Removal or Relocation by Municipality. In the event of a public emergency that creates an imminent threat to the health, safety, or property of Municipality or its residents, Municipality may remove or relocate the applicable portions of the Network Facilities without prior notice to Franchisee. Municipality will, however, make best efforts to provide prior notice to Franchisee before making an emergency removal or relocation. In any event, Municipality will promptly provide to Franchisee a written description of any emergency removals or relocations of Franchisee's Network Facilities. Franchisee will reimburse Municipality for its actual, reasonable, and documented costs or expenses incurred for any such work performed by Municipality, the direct cause of which was Franchisee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities.

3.2 Relocation to Accommodate Governmental Purposes. If Franchisee's then-existing Network Facilities would interfere with Municipality's planned use of the Public ROW or other Municipality property for a legitimate noncommercial governmental purpose, such as the construction, installation, repair, maintenance, or operation of a new water, sewer, or storm drain line, or a public road, curb, gutter, sidewalk, park, or recreational facility, or in the event the affected Public ROW is lawfully vacated, eliminated, discontinued, or closed by the Municipality, Franchisee will, upon written notice from Municipality,

relocate its Network Facilities at Franchisee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the Municipality's governmental purpose and Franchisee's interest in maintaining the integrity and stability of its Network. Franchisee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that Municipality may not require Franchisee to relocate or remove its Network Facilities with less than one hundred eighty (180) days' notice. Upon the failure of Franchisee to relocate any Network Facilities within a reasonable period of time in accordance with this subsection, Municipality may effect such relocation, and Franchisee shall promptly reimburse Municipality for all actual, reasonable, and documented costs and expenses incurred by Municipality in connection with such relocation.

3.3 Relocation to Accommodate Non-Governmental Purposes. If Franchisee's then-existing Network Facilities would interfere with (a) Municipality's planned use of the Public ROW for a non-governmental (e.g., commercial) purpose, or (b) a third-party's use of the Public ROW, Franchisee will not be required to relocate its Network Facilities.

3.4 Non-Discrimination. Any agreements between Municipality and Franchisee that provide Franchisee access to public infrastructure, poles, conduits, assets, and Public ROW will be available to other network operators that offer broadband Internet access services, on rates, terms, and conditions that are as favorable as those Municipality provides Franchisee for the same access.

4. Contractors and Subcontractors.

4.1 Use of Contractors and Subcontractors. Franchisee may retain contractors and subcontractors to perform the Work on Franchisee's behalf.

4.2 Contractors to be Licensed. Franchisee's contractors and subcontractors used for the Work will be properly licensed under applicable law, regulations and ordinances.

4.3 Authorized Individuals. Franchisee's contractors and subcontractors may submit individual permit applications to Municipality on Franchisee's behalf, so long as the permit applications are signed by individuals that Franchisee has authorized to act on its behalf via a letter of authorization provided to Municipality in the form attached as **Exhibit A** ("**Authorized Individuals**"). Municipality will accept for review permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Franchisee under this Agreement.

5. Defense and Indemnity.

5.1 Indemnification. Franchisee shall indemnify, defend, and hold harmless Municipality, and governmental subdivisions thereof, and its respective council members, officers, boards, commissions, attorneys, agents, and employees (hereinafter referred to as "Indemnitees"), from and against any and all liability, obligation, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, reasonable fees

and expenses of attorneys) arising from any third-party claim of personal injury or property damage that may be imposed upon, incurred by or be asserted against the Indemnites by reason of any negligent act or omission of Franchisee, its personnel, employees, agents, contractors, subcontractors or affiliates, which may arise out of (i) the construction, installation, operation, maintenance or condition of the Network Facilities, or (ii) the Franchisee's failure to comply with any applicable Federal, State or local statute, ordinance or regulation (“**Third Party Legal Proceeding**”). Franchisee's indemnification obligation shall not extend to liability to the extent caused by the negligence or willful misconduct by any Indemnitee or any other third party (to the extent such third parties are not Franchisee personnel, employees, agents, contractors, subcontractors or affiliates as described above in this Section 5.1).

5.2 Assumption of Risk. Franchisee undertakes and assumes for its officers, agents, contractors and subcontractors and employees, all risk of dangerous conditions, if any, on or about any Municipality-owned or controlled property, including Public ROWs.

5.3 Defense of indemnitees. In the event any Third Party Legal Proceeding shall be brought against the Indemnites upon written notice from Municipality in accordance with Section 5.4 hereof, Franchisee shall, at Franchisee's sole cost and expense, assume sole control of the indemnified portion of the Third Party Legal Proceeding, subject to the following: (i) Municipality may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring Municipality to admit liability, pay money, or take (or refrain from taking) any action, will require Municipality's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

5.4 Notice, Cooperation and Expenses. Municipality must give Franchisee written notice of any Third-Party Legal Proceeding not later than twenty (20) days after Municipality becomes aware of the Third-Party Legal Proceeding. Municipality shall reasonably cooperate with Franchisee in the defense of the Third-Party Legal Proceeding and nothing herein shall be construed to prevent Municipality from appointing its own non-controlling counsel at Municipality's sole cost and expense.

6. **Performance Bond.** Within thirty (30) days of the Effective Date, Franchisee shall provide Municipality with, and shall maintain, a performance bond from a surety company in the amount of Fifty Thousand Dollars (\$50,000) and in a form reasonably acceptable to Municipality, as security for the faithful performance by Franchisee of the provisions of this Agreement.

6.1 The rights provided Municipality by this Section and its bond are in addition to all other rights of Municipality whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such bond or guarantee shall affect any other rights Municipality may have, except that Municipality shall not be entitled to multiple remedies for the same violation.

7. **Insurance.**

7.1 Franchisee will carry and maintain:

7.1.1 Commercial General Liability (CGL) insurance, with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names Municipality, its employees, and officers as additional insureds.

7.1.2 Workers' Compensation insurance with policy limits not less than the Municipality's requirements.

7.2 All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be provided to the City Clerk with Franchisee's acceptance of this Franchise. Franchisee shall annually provide Municipality with a certificate of insurance evidencing such coverage. Failure to obtain and maintain any insurance policy required by this Section shall be deemed a material breach of this Agreement and shall be grounds for termination of this Agreement and the Franchise.

7.3 **Contractors.** Franchisee's contractors and subcontractors working in the Public ROW shall carry in full force and effect commercial general liability, automobile liability and workers' compensation and employer's liability insurance commensurate with the scope of their work. In the alternative, Franchisee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Franchisee policies). Franchisee's contractors and subcontractors shall provide Municipality with certificates of insurance evidencing such coverage when applying for permits to work in the Public ROW.

7.4 **Insurance Primary.** Franchisee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"), but only for actions of Franchisee and for whom Franchisee is responsible. Any insurance or self-insurance maintained by any of them shall be in excess of Franchisee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

8. **Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and State law ("**Effective Date**"). This Agreement will expire automatically on the tenth (10th) anniversary of the Effective Date ("**Original Term**"), unless earlier terminated in accordance with the provisions herein. At the end of the Original Term of this Franchise, the Franchisee shall have the right to request a renewal of the franchise for an additional term. The Franchisee shall provide written notice of its intent to seek renewal to the City's designated representative no less than six (6) months prior to the expiration of the Original Term. The City and Franchisee shall engage in good faith negotiations to finalize the terms and conditions of a potential renewal agreement.

9. **Termination.**

9.1 Termination by Municipality. Municipality may terminate this Agreement if Franchisee is in material breach of the Agreement, provided that Municipality must first provide Franchisee written notice of the breach and not less than one hundred eighty (180) days to cure, unless the cure cannot be reasonably accomplished in that time period, in which case the Municipality may in its discretion grant Franchisee additional time upon the request of Franchisee, provided that Franchisee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue, provided further if such period is anticipated to, or does, extend more than one hundred eighty (180) days, it shall be in the sole discretion of the Municipality whether to grant such cure extension beyond one hundred eighty (180) days. No termination under this subsection will be effective until the relevant cure period has expired.

9.2 Termination by Franchisee. Franchisee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to Municipality. Franchisee may not abandon its Network or any portion thereof without compensating City for damages resulting from the abandonment, including all costs incident to removal of the Fiber Optic Infrastructure Network.

10. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

10.1 Following any assignment of this Agreement to an Affiliate, Franchisee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this Section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Franchisee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

11. **Notice.** Every notice or response required by this Agreement to be served upon the City or the Franchisee shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

The notices or responses to the City shall be addressed as follows:

City of Muscle Shoals, Alabama
ATTN: MAYOR
2010 E. Avalon Avenue
Muscle Shoals, Alabama 35661

The notices or responses to the Franchisee shall be addressed as follows:

JWEMC
ATTENTION: Gene Kanikovsky, CEO
25700 AL-24
Trinity, AL 35673

The City and the Franchisee may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

12. General Provisions

12.1 Franchise Records. Franchisee shall prepare and maintain any records or reports that are required of it by federal, State, or local law. Municipality shall have the right to obtain, in the format kept by Franchisee in the ordinary course of business, copies of such records and reports as appropriate and reasonably necessary to determine whether Franchisee is in compliance with this Agreement. Franchisee reserves the right to object to any request made under this Section as unnecessary, unreasonable, or inappropriate under the circumstances and to seek appropriate confidentiality protections for any information to be produced to Municipality.

12.2 Entire Franchise. This Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties and all prior franchises, negotiations and agreements relating to the Network Facilities or provision of Broadband Services are merged herein and hereby superseded.

12.3 Conferences. As may be mutually agreed upon between the parties from time to time, the parties hereby agree to meet at reasonable times on reasonable notice to discuss any aspect of this Agreement, the provision of Broadband Services or the Network Facilities during the Term hereof.

12.4 Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the law of the State of Alabama. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or related to this Agreement or any of the agreements or transactions contemplated hereby shall be brought to the Circuit Court of Colbert County, Alabama and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.

12.5 Waiver of Compliance. No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term, or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. Municipality may waive any

obligation of Franchisee under this Agreement, in whole or in part, at any time, but such waiver must be in writing, and signed by the Municipality's Mayor or their designee.

12.6 Independent Contractor Relationship. The relationship of Franchisee to Municipality is and shall continue to be an independent contractual relationship, and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agents or employees as a result of the performance of this Agreement, unless expressly stated in this Agreement.

12.7 Severability. If any section, paragraph, or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Agreement.

12.8 Captions. All captions are for convenience of use and have no substantive effect.

12.9 Franchise Accepted. Franchisee further acknowledges by execution and delivery of this Agreement that it has carefully read the terms and conditions of this Agreement and the Ordinance and accepts the obligations imposed hereby and thereby regardless of whether such obligations are contained in this Agreement or the Ordinance, or both.

12.10 Binding Agreement. Subject to Section 2.3, the parties agree that this Agreement complies with State and Federal law as of the Effective Date and agree to be bound by the provisions hereof during the full term hereof, except that the parties also agree to recognize and be bound by any change in any State or Federal law, even if such law materially affects the terms of this Agreement.

12.11 Other Covenants. Franchisee for itself and its Affiliates covenants that Franchisee and its Affiliates shall not bring or support, directly or indirectly, any suit, claim, or proceeding (judicial or administrative) challenging any term of this Agreement or contending that Municipality or Franchisee did not have the authority to impose or agree to such terms.

12.12 Reserved Rights. Municipality reserves all rights and powers under (i) its police powers and (ii) powers conferred by Federal, State, or local law of which Municipality may not legally and contractually divest itself. In particular, Municipality reserves the right to alter, amend or repeal its municipal code as it determines shall be conducive to the health, safety and welfare of the public, or otherwise in the public interest; provided that any such alteration, amendment or repeal shall be applicable to all similarly situated franchisees of the Municipality, in such a manner and to such an extent so as not to place Franchisee at a material competitive disadvantage. In the event the municipal code or other applicable local law is amended in a manner that would materially alter Franchisee's rights and obligations under this Agreement, the Municipality will provide Franchisee with reasonable advance notice of such pending amendment and, upon written request of Franchisee, negotiate in good faith to modify this Agreement to ameliorate any adverse effects such amended

municipal code provisions would have on Franchisee's performance under this Agreement. Municipality agrees that by accepting this Agreement, Franchisee has not waived its right to object to the application to it of actions by Municipality pursuant to its reserved rights or police powers.

12.13 Representation Regarding Ethical Standards for Municipality Officers and Employees and Former Municipality Officers and Employees. Franchisee represents that to the best of its knowledge, it has not (1) provided an illegal gift or payoff to a Municipality officer or employee or former Municipality officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) breached any of the ethical standards set forth in the Municipality's conflict of interest ordinance; or (4) influenced, and hereby promises that it will not knowingly influence, a Municipality officer or employee or former Municipality officer or employee to breach any of the ethical standards set forth in the Municipality's conflict of interest ordinance.

12.14 City Representative. The Mayor, or his or her designee as provided in writing by the Mayor to the Franchisee (the "City Representative"), shall be Municipality's representative for all purposes of this Agreement. Except where City Council action is required by this Agreement or by law, all decisions, judgments, approvals, requests, notices or other actions of Municipality required or permitted under this Agreement shall be made, obtained, issued or delivered or otherwise effected on behalf of Municipality by the Mayor, or his or her designee.

12.15 Authority. Franchisee represents, covenants and warrants to Municipality as of the Effective Date that: (a) Franchisee is duly constituted, in good standing and qualified to do business in the State of Alabama, (b) Franchisee will file when due all forms, reports, fees and other documents necessary to comply with applicable laws, and (c) the signatories signing on behalf of Franchisee have the requisite authority to bind Franchisee pursuant to Franchisee's organizational documents.

12.16 Publication. This Franchise shall be published in accordance with applicable local and state law and Grantee, shall pay the reasonable cost of any required publication of this Franchise.

12.17 Franchisee's acceptance of this Agreement shall be in writing in a form approved by the City attorney and shall be accompanied by delivery of a check, approved by the City, in the amount of Three Thousand Dollars (\$3,000.00) made payable to the City of Muscle Shoals, Alabama and shall serve to recover expenses incurred by the City in the granting of this Franchise. Said expenses shall include attorney's fees and consulting expenses incurred by the City.

SIGNATURE PAGE TO FOLLOW

ADOPTED AND APPROVED this _____ day of _____, 2025.

CITY OF MUSCLE SHOALS, ALABAMA

BY: _____
Its: Mayor

ATTEST:

CITY CLERK

APPROVED AND ACCEPTED:

Joe Wheeler Electric Membership Corporation

BY: Gene Kanikovsky
ITS: Manager and CEO

Date: _____

JWEMC Communications, LLC

BY: Gene Kanikovsky
ITS: Manager and CEO

Date: _____

EXHIBIT A
FORM OF LETTER OF AUTHORIZATION

City of Muscle Shoals
Attn: Building Official
2010 E. Avalon Avenue
Muscle Shoals, AL 35661

Dear Mr. Jones:

In accordance with Section 4.3 of the Broadband Services Franchise Agreement dated [REDACTED] between City of Muscle Shoals, Alabama and Joe Wheeler Electric Membership Corporation, JWEMC, hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications on behalf of the Franchisee.

1. Name, Title
2. Name, Title
3. Name, Title
4. Name, Title

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the Municipality.

Kind regards,

Gene Kanikovsky, CEO
Joe Wheeler Electric Membership Corporation

STATE OF ALABAMA

COLBERT COUNTY

To the Council of the City of Muscle Shoals, Alabama:

This is to certify that only one person filed a statement of candidacy for the office of Council Member Place One by 5:00 p.m. on the third Tuesday in June preceding the 26th day of August, 2025, the date set for an election of municipal officers in the City of Muscle Shoals, Alabama, and the name of such person is Chris Hall.

Mike Lockhart, Mayor

ATTEST:

Brittney Walker, City Clerk

STATE OF ALABAMA

COLBERT COUNTY

RESOLUTION NUMBER 2025-XX

A RESOLUTION FOR COUNCIL PLACE NO. 1 ELECTED WITHOUT OPPOSITION

WHEREAS, Sections 11-46-20 through 11-46-73 of the Code of Alabama 1975, as amended, provide for and regulate general and special elections in cities and towns of this state; and

WHEREAS, Section 11-46-43 of the Code of Alabama 1975 prohibits write-in candidates in such elections; and

WHEREAS, Section 11-46-26 of the Code of Alabama 1975, as amended, provides that if only one person has filed a statement of candidacy for an office at the time the deadline for qualification has passed, such person shall be deemed elected to that office, and the Mayor shall not cause the name of such person or the office to be printed on the ballot, but shall immediately file a written statement with the City Council, attested by the City Clerk, certifying that only one person filed a statement of candidacy and naming such person; and

WHEREAS, the Mayor of the City of Muscle Shoals has filed a written statement with the City Council, attested by the City Clerk, certifying that only one person, Chris Hall, filed a statement of candidacy for the Office of Council Member Place No. 1 by the deadline;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Muscle Shoals, Alabama, that Chris Hall is hereby declared duly elected to the Office of Council Member Place No. 1 in the City of Muscle Shoals for the term of office commencing on the first Monday in November 2025.

BE IT FURTHER RESOLVED that the Mayor of the City of Muscle Shoals is hereby directed to issue a Certificate of Election to Chris Hall for such office pursuant to Section 11-46-26, as amended.

ADOPTED AND APPROVED this the 14th day of July,
2025.

Ken Sockwell, Council President

ATTEST:

Brittney Walker, City Clerk

CERTIFICATE OF ELECTION

STATE OF ALABAMA

COLBERT COUNTY

CITY OF MUSCLE SHOALS

The undersigned hereby certifies that the only candidate to qualify for Council Member Place No. 1 as of 5:00 p.m., June 24, 2025, was Chris Hall. Therefore, pursuant to Section 11-46-26 of the Code of Alabama 1975, as amended, Chris Hall is duly elected to the Office of Council Member Place No. 1 of the City of Muscle Shoals for the term commencing on the first Monday of November 2025.

Adopted this the 14th day of July, 2025.

Mike Lockhart, Mayor

Willis Thompson, Council Member Place 3

Chris Hall, Council Member Place 1

Ken Sockwell, Council Member Place 4

Gina Clark, Council Member Place 2

Donnie Linley, Council Member Place 5



THE CITY OF MUSCLE SHOALS
2010 E Avalon Ave.
Muscle Shoals | AL | 35661

REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA

Today's Date: 6/25/25
Time: 11:00 AM
Name: Chelsea Lawson, Business Development Director, Cramer Children's Center
Address: 307 W. 3rd St., Tusculumbia, AL 35674
Phone #: Office: 256-760-1140 ; cell: 256-394-2969
Date to Address Council: July 14 @ 5:00 work session
Subject (must be completed): Discuss additional support for Cramer Children's Center; Share 6-month report

Specific Questions: _____

Chelsea Lawson Signature

NOTE: By signing this form, you are agreeing to not exceed a 5-minute presentation to the Mayor and Council. This form must be submitted to the City Clerk's Office by 3:00 PM on the Friday preceding the meeting of your intent to speak. Please mail this form to: City Clerk, 2010 E Avalon Ave., Muscle Shoals, AL, 35661, or fax it to (256) 386-9201.



THE CITY OF MUSCLE SHOALS
2010 E Avalon Ave.
Muscle Shoals | AL | 35661

REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA

Today's Date: 07/03/2025

Time: 09:22 AM

Name: Jennifer Morgan

Address: 2500 Avalon Ave Apt 07; Muscle Shoals, AL 35661

Phone #: 256-247-8738

Date to Address Council: 07/14/2025

Subject (must be completed): Proposal for Community Storm Shelters to Protect Children and Families in
Muscle Shoals. Also, encouraging sustainable industry growth for long-term Jobs in Muscle Shoals. Finally,
Prioritizing safe, well-maintained streets for the families of Muscle Shoals.

Specific Questions: What would it take for us to prioritize shelters the way we prioritize playgrounds and ballfields?
How can we build a city where our children don't have to leave in order to thrive?

What message are we sending to our community when potholes go untouched for months, but promises of progress keep
being made?

Jennifer Morgan Signature

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THE CITY OF MUSCLE SHOALS
2010 E Avalon Ave.
Muscle Shoals | AL | 35661

REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA

Today's Date: 26 June 25

Time: 11:13

Name: Wm Underwood

Address: 2410 Village Dr. MSC

Phone #: 256-810-1791

Date to Address Council: 14 July

Subject (must be completed): want to talk

about the apparent flooding
problem of M.S.C. & what has
been done to alleviate it

Specific Questions: → How much water
does the city pump monthly from
Northon Estates to behind Beacon
Point

William Underwood Signature

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THE CITY OF MUSCLE SHOALS
2010 E Avalon Ave.
Muscle Shoals | AL | 35661

REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA

Today's Date: 07/10/2025

Time: 10:55 AM

Name: Mallory Johnson

Address: 116 Sullivan Road; Muscle Shoals, AL 35661

Phone #: 804-244-7092

Date to Address Council: 07/14/2025

Subject (must be completed): Seeking Clarity on Ken Sockwell's Departure and Public Accountability

Specific Questions: Can the Council provide a clear and truthful explanation for Ken Sockwell removal from his position? How is the city ensuring transparency and accountability moving forward?

If public trust was compromised, what steps are being taken to restore it? How can citizens be assured that leadership changes are based on integrity and not hidden agendas or politics?

Mallory Johnson Signature

NOTE: By signing this form, you are agreeing to not exceed a 5-minute presentation to the Mayor and Council. This form must be submitted to the City Clerk's Office by 3:00 PM on the Friday preceding the meeting of your intent to speak. Please mail this form to: City Clerk, 2010 E Avalon Ave., Muscle Shoals, AL, 35661, or fax it to (256) 386-9201.