



AGENDA
CITY COUNCIL MEETING
December 15, 2025

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation/Pledge of Allegiance**
- 4. Approval of minutes:**
 - A. December 1, 2025
- 5. Mayor's comments:**
- 6. Comments of the public:**
- 7. Reports of Officers:**
 - A. Finance Officer Jazmin Castro to present end-of-year adjustments.
- 8. Hearing on petitions, applications, appeals communications, etc.:**
 - A. Public hearing for the rezoning request submitted by Randal Fuller for property located at the southwest corner of Puritan Avenue and Glendale Avenue.
- 9. Financial reports:**
- 10. Resolutions, ordinances, orders & other business:**
 - A. Consideration of a resolution appointing a member to fill the Library Board vacancy for a four-year term that expired November 2025.
 - B. Resolution authorizing the City to enter into and execute an agreement with ALDOT for resurfacing and traffic striping on Avalon Avenue.
 - C. Resolution authorizing the City to purchase Lots 312–316 in the Detroit Park Addition 1 from B E Global for \$6,500.00 and to execute all related closing documents.

Next meeting: January 5, 2026

Adjourn.

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

WORK SESSION AGENDA

December 15, 2025 5:00 PM

- A. Allan Rice, representing The Sports Facilities Companies will address the council
- B. Ben Weisman to provide an update to the council on zoning ordinance changes.
- C. Discussion regarding development of a City policy and approval-letter process for consumable hemp product licenses as required by the Alabama ABC Board beginning January 1, 2026.
- D. Council discussion on land purchase.
- E. Discussion of Accounts Receivable Clerk reporting line

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

CITY OF MUSCLE SHOALS, ALABAMA
CITY COUNCIL WORK SESSION MINUTES
December 1, 2025 – 5:00 p.m.
Muscle Shoals City Hall – Council Chambers

A Work Session of the Muscle Shoals City Council was held on Monday, December 1, 2025, at 5:00 p.m. in the Council Chambers at City Hall.

Council President Donnie Linley called the work session to order.

A. Electric Board Interviews

Council conducted interviews and discussion related to the Electric Board appointment.

B. Ms. Eileen Nunnelly – Caring Place of the Shoals

Mrs. Nunnelly addressed the Council regarding services provided by the Caring Place of the Shoals. She discussed the organization's work with older adults and caregivers, outlined funding needs, and requested continued municipal support. She also invited the public to the upcoming Tour of Homes fundraiser on December 12–13.

C. Butch Fleming – Department Projects

Mr. Fleming addressed the Council on departmental projects underway. He provided an operational update, including ongoing maintenance activities and seasonal workload considerations.

D. Mr. Chad Holden – SSUT Resolution

Mr. Holden, Superintendent of Muscle Shoals City Schools, addressed the Council regarding the statewide Simplified Sellers Use Tax (SSUT). He spoke in favor of SSUT reform, emphasizing the need for predictable school funding, and asked the Council to carefully consider its position on the pending SSUT litigation.

E. Mr. Tyrus Mansell – SSUT Resolution

Mr. Mansell addressed the Council regarding SSUT, outlining the history of SSUT distribution, the current allocation model, and his concerns that altering SSUT through litigation could create instability and financial loss for municipalities. He recommended maintaining the existing SSUT structure.

F. Jared Gandy – Live Streaming (Absent)

An item on the agenda anticipated remarks from Mr. Jared Gandy regarding live streaming; however, Mr. Gandy did not attend, and no presentation was made.

The work session concluded at 5:49 p.m.

CITY OF MUSCLE SHOALS, ALABAMA
CITY COUNCIL REGULAR MEETING MINUTES
December 1, 2025 – 5:50 p.m.
Muscle Shoals City Hall – Council Chambers

The regular meeting of the Muscle Shoals City Council was held on Monday, December 1, 2025, beginning at 5:50 p.m. in the Council Chambers at City Hall.

Council President Donnie Linley called the meeting to order.

City Clerk Brittney Walker was present and served as clerk for the meeting.

1. Call to Order

Council President Donnie Linley called the regular meeting to order at 5:50 p.m.

2. Roll Call

Council Members Present:

- Chris Hall – Council Member, Place 1
- Gina Clark – Council Member, Place 2
- Willis Thompson – Council Member, Place 3
- Kenneth Sockwell – Council Member, Place 4
- Donnie Linley – Council President, Place 5

A quorum was present.

3. Invocation/Pledge of Allegiance

Police Chief Clint Reck delivered the invocation, followed by the Pledge of Allegiance.

4. Approval of Minutes

A. November 17, 2025 Minutes

Motion to approve the minutes was made by Willis Thompson and seconded by Kenneth Sockwell.

Vote: Motion carried unanimously.

5. Mayor's Comments

Mayor Billy Hudson offered the following remarks:

- Thanked Public Works and the Street Department for leaf collection efforts.
- Recognized the Muscle Shoals High School football team, cheerleaders, band, dance squad, coaches, and administration for a successful season.
- Thanked Police, Fire, and Parks & Recreation staff for their continued work.
- Provided a brief update on drainage/flooding mitigation efforts, including work associated with retention pond.
- Noted that Garage Road would be renamed during the meeting.
- Clarified that citizens may video public meetings, referencing recent live-streaming concerns.

6. Comments of the Public

(Public comments were taken during the work session; none were received during the regular meeting.)

7. Reports of Officers

A. Butch Fleming – Mechanic Job Description

Mr. Fleming formally presented requested changes to the Mechanic job description, specifically allowing a one-year period for a newly hired mechanic to obtain a CDL. Council discussed recruitment and training timing issues.

B. Jalen Johnson – Cell Phone/Seat Belt Policies

Mr. Johnson presented proposed policies on:

- Cell Phone Use While Driving (City vehicles/on City time)
 - Seat Belt Use Policy
- He stated these were recommended by AMIC to support risk reduction and potentially reduce insurance premiums. Council discussed the proposal.

8. Hearing on Petitions, Applications, Appeals, Communications, etc.

(No items were presented.)

9. Financial Reports

(No items were presented.)

10. Resolutions, Ordinances, Orders & Other Business

A. Resolution No. 3401-25 – Authorizing Intervention in Statewide SSUT Litigation

Motion to adopt Resolution No. 3401-25 was made by Kenneth Sockwell and seconded by Chris Hall.

Vote:

- Chris Hall – Yes

- Gina Clark – Yes
- Willis Thompson – No
- Kenneth Sockwell – Yes
- Donnie Linley – Yes

Result: Resolution No. 3401-25 adopted 4-1.

B. Resolution No. 3402-25 – Renaming Garage Road to Independence Way

Motion to adopt Resolution No. 3402-25 was made by Gina Clark and seconded by Willis Thompson.

Vote: Motion carried unanimously.

Result: Resolution No. 3402-25 adopted 5-0.

C. Resolution No. 3403-25 – Appointment to Zoning Board of Adjustments

Council considered the appointment of Edward Hester to the Zoning Board of Adjustments for a term expiring December 2028.

Roll Call Vote:

- Chris Hall – Edward Hester
- Gina Clark – Edward Hester
- Willis Thompson – Edward Hester
- Kenneth Sockwell – Edward Hester
- Donnie Linley – Edward Hester

Result: Resolution No. 3403-25 adopted unanimously.

D. Resolution No. 3404-25 – Appointment to Electric Board

Council considered the appointment of Ronnie Garner to the Electric Board for a term expiring February 2029.

Roll Call Vote:

- Chris Hall – Ronnie Garner
- Gina Clark – Ronnie Garner
- Willis Thompson – Edna Burgess
- Kenneth Sockwell – Ronnie Garner
- Donnie Linley – Ronnie Garner

Result: Ronnie Garner appointed to the Electric Board by a 4-1 vote

- E. Resolution No. 3405-25 – Appointment to Park & Recreation Board

Council considered the appointment of Lonzie McCants to the Park & Recreation Board for a term expiring November 2030.

Roll Call Vote:

Chris Hall – Lonzie McCants

Gina Clark – Lonzie McCants
Willis Thompson – Lonzie McCants
Kenneth Sockwell – Lonzie McCants
Donnie Linley – Lonzie McCants
Result: Resolution No. 3405-25 adopted unanimously.

11. Adjourn

Motion to adjourn was made by Willis Thompson.
The meeting adjourned at 6:01 p.m.

DRAFT

CITY OF MUSCLE SHOALS, ALABAMA
GENERAL FUND BUDGET- Final Amendments
 October 1, 2024 - September 30, 2025

	2024-2025 Budget	2024-2025 Mid Yr Amended Budget	2024-2025 Amendments	2024-2025 Final Amended Budget
ANTICIPATED REVENUES	31,281,702	31,382,128	\$ 74,150.00	31,456,278
PROJECTED EXPENDITURES	31,280,919	31,381,345	\$ 74,150.00	31,455,495
REVENUES OVER EXPENDITURES	783	783	\$ -	783
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CITY OF MUSCLE SHOALS, ALABAMA				
2024-2025 GENERAL FUND BUDGET				
ANTICIPATED REVENUES				
		2024-2025		
LOCAL TAXES	CODE NO.	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Ad Valorem Taxes	40010	1,500,000		1,500,000
Ad Valorem-Personal Property	40011	275,000		275,000
Sales & Use Tax (Note 1)	40020	20,118,000		20,118,000
Alc. Beverage Tax	40060	400,000		400,000
Rental Tax-Personal Prop.	40061	257,000		257,000
Lodging Tax	40070	115,000		115,000
Tax Equivalent (Electric Bd)	40080	1,035,500		1,035,500
Gasoline Tax (Local)	40100	540,000		540,000
Tobacco Tax	40110	90,000		90,000

Total Taxes		24,330,500	\$ -	24,330,500
LICENSE AND PERMITS				
Business License (City)	42010	1,556,147		1,556,147
Building Permits	42510	140,000		140,000

Total License & Permit		1,696,147	\$ -	1,696,147

		2024-2025		
RECREATION REVENUES	CODE NO.	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Splashpad Concessions	43273	5,000		5,000
Batting Cage Revenue	43274	0		0
Football	43275	25,000		25,000
Flag Football	43276	10,000		10,000
Airport Concessions	43277	35,000		35,000
Webster Concessions	43278	3,000		3,000
Karate	43279	2,000		2,000
Pool Receipts	43280	25,000		25,000
Pool Concessions	43281	2,500		2,500
Gattman Concessions	43283	25,000		25,000
Youth Basketball	43284	20,000		20,000
Youth Soccer	43285	15,000		15,000
Youth Baseball	43286	17,000		17,000
Girls Softball	43287	10,000		10,000
Special Events	43291	30,000		30,000
Volleyball	43293	5,000		5,000
Facilities Rental	43294	35,000		35,000
Vending & Games	43295	100		100
Miscellaneous Revenue	43296	2,500		2,500
Sportsplex Concessions	43298	0		0
Tournament Revenues	43299	20,000		20,000
Tennis Lessons	43306	5,000		5,000
Tennis Guest Fees	43318	3,000		3,000
Tennis Passes	43320	10,000		10,000
Track and Field	43324	5,000		5,000
Summer Camps/ Community Events	43328			0

Total Recreation Revenues		310,100	\$ -	310,100
		2024-2025		
CYPRESS LAKES GOLF REVENUES	CODE NO.	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Dues	43301	320,000		320,000
19th Hole Concessions	43305	115,000		115,000
Golf Lessons	43307	5,000		5,000
Room Rentals	43308	15,000		15,000
Miscellaneous	43310	2,200		2,200
Range Tokens	43311	30,000		30,000
Cart Rentals	43312	230,000		230,000
Green Fees	43313	330,000		330,000
Merchandise Sales	43314	130,000		130,000
Golf Club Rental	43315	1,600		1,600
Tips - 19th hole	43322	10,000		10,000

Golf Tournament Revenues	43323	50,000		50,000
Speical Events Bar	43325			0
Simulator	43326			0
Jr, Vet, & Adaptive Program	43327			0

Total Cypress Lakes Revenue		1,238,800	\$ -	1,238,800

		2024-2025		
MISCELLANEOUS REVENUES	CODE NO.	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Interest Earnings	45010	140,000		140,000
Lease Payment (Zaxby's)	45012	7,000		7,000
Insurance Refund	45013	0		0
Donations	45019	1,450		1,450
Special Event Revenue	45021	0		0
Sale of St. Materials	45130	2,000		2,000
Sale of City Equipment	45140	12,250		12,250
Walmart Foundation Grant (Fire)	45600	4,500		4,500
North Alabama Gas District	45800	421,000		421,000
Miscellaneous Revenue	45900	8,600	\$ 72,500.00	81,100
Christmas Parade	45960	5,000		5,000
Cash Short & Over - Cypress Lakes	45930	100		100

Total Miscellaneous Revenue		601,900	\$ 72,500.00	674,400
		2024-2025		
FEDERAL REVENUES	CODE NO.	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
FEMA Grant	46110	0		0
TVA in Lieu of Tax	46400	764,514		764,514
EMA Disaster Funds	48154			0
CARES Funding	48158			0
NACOLG Traffic Grant	48174			0
		-----		0
Total Federal Revenue		764,514	\$ -	764,514
CHARGES FOR SERVICE			AMENDMENTS	FINAL AMENDED BUDGET
Street Cutting	47050	6,000		6,000
Gas Inspection Fees	47060	2,106		2,106
Mechanical Permits	47065	2,000		2,000
Electric Inspection Fees	47070	12,000		12,000
Plumbing Inspection Fees	47080	6,500		6,500
Photo Copy Service	47090	3,000		3,000
Fire Protection	47100			0
Garbage Fees	47110	1,396,507		1,396,507
Fire Training Center	47120	79,956		79,956
Radio Operator Service	47250			0

Total Charges For Service		1,508,069	\$ -	1,508,069

STATE REVENUES	CODE NO.	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Colbert County Commission	48155	13,920		13,920
State EMA Grant	48185			0
State Auto License	48130	8,600		8,600
ABC Board	48140	51,956		51,956
Financial Institution Taxes	48150	410,000		410,000

Total State Revenues		484,476	\$ -	484,476
LIBRARY REVENUES		2024-2025		
		BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
State Aid	49100	25,622	\$ 1,650.00	27,272
State Library Grant	49230	5,000		5,000
County Appropriation	49300	5,000		5,000
Fines	49400	4,700		4,700
Miscellaneous	49500	11,000		11,000

Total Library Revenues		51,322	\$ 1,650.00	52,972
INTERGOVERNMENTAL TRANSFER				
Transfer from Municipal Court Fund	55355	290,500		290,500
Transfer from Defensive Driving Fund	55356	98,000		98,000
Transfer from Area Agency	55360	7,800		7,800
Colbert County Commission	55365	0		0

Total Intergovernmental Transfers		396,300	\$ -	396,300

GRAND TOTAL REVENUES		31,382,128	\$ 74,150.00	31,456,278

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CITY OF MUSCLE SHOALS, ALABAMA				
2024-2025 FISCAL YEAR BUDGET				
EXPENDITURES AND TRANSFERS				
FUNCTION	OBJECT	2024-2025		
MAYOR & CITY COUNCIL (60020)	NUMBER	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Salaries - Regular	101	131,922		131,922
Retirement	105	12,796		12,796
Employee's Insurance	106	17,316		17,316
Workman's Compensation	107	200		200
Consultant Services	115	52,800		52,800
Data Processing	119	3,900		3,900
Gas & Oil	122	3,000		3,000
Annual Paving project	123	300,000		300,000
Miscellaneous	129	3,200		3,200
Vehicle Repair	144	1,300		1,300
Advertising	163	30,000		30,000
Travel	170	28,000		28,000
Employee Education & Training	176	10,000		10,000
Meals	175	1,000		1,000
Insurance - General	180	30,974		30,974
Dues	207	19,500		19,500

Account Total		645,908	\$ -	645,908

	OBJECT	2024-2025		
CITY CLERK (60030)	NUMBER	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Salaries - Regular	101	751,146		751,146
Retirement	105	95,245		95,245
Employee's Insurance	106	183,111		183,111
Workman's Compensation	107	2,020		2,020
Vacation Sold	110	39,438		39,438
Auditing Services	112	61,700		61,700
Consultant Services	115	175,000		175,000
Janitorial	116	4,500		4,500
Data Processing	119	90,000		90,000
Office Supplies	121	5,000		5,000
Gas & Oil	122	3,600		3,600
Miscellaneous	129	6,000		6,000
Buildings & Grounds	141	97,000		97,000
Vehicle Repair	144	2,500		2,500
Postage	162	20,000		20,000
Advertising	163	2,200		2,200
Recording Fees	165	500		500
Travel	170	20,000		20,000
Drug/Alcohol Testing	173	7,150		7,150
Meals	175	500		500
Employee Education & Training	176	7,000		7,000
Insurance - General	180	29,113		29,113
Uniforms	203	1,300		1,300
Photo Copy Expense	204	9,500		9,500
Printing, Books, Subscriptions	205	7,500		7,500
Dues	207	2,500		2,500
Election Expense	251	40,000		40,000
Capital Outlay	331	0		0
Amphitheater	344	5,000		5,000
Trustee Fees	415	19,000		19,000
				0
Account Total		1,687,523	\$ -	1,687,523

	OBJECT	2024-2025		
CIVIL SERVICE BOARD (60035)	NUMBER	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Salaries	101	18,000		18,000
Legal Services	111	500		500
Meals	175	500		500

Account Total		19,000	\$ -	19,000
FUNCTION	OBJECT	2024-2025		
LEGAL SERVICES (60200)	NUMBER	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Salaries-City Attorney	098	10,500		10,500
Legal Services	111	35,000		35,000

Account Total		45,500	\$ -	45,500
CITY BUILDINGS (60500)			AMENDMENTS	FINAL AMENDED BUDGET
Workman's Compensation	107	8,567		8,567
Lawn Maintenance	132	41,120		41,120
Buildings & Grounds	141	40,000		40,000
Utilities	152	170,000		170,000
Early Warning System	153	4,000		4,000
Insurance - General	180	97,489		97,489

Account Total		361,176	\$ -	361,176
COMMUNICATIONS (60550)			AMENDMENTS	FINAL AMENDED BUDGET
Telephone	161	110,000		110,000
Radio	164	15,500		15,500

Account Total		125,500	\$ -	125,500
PAYROLL TAX EXPENSE (60600)			AMENDMENTS	FINAL AMENDED BUDGET
FICA	104	850,730		850,730
Unemployment Compensation	108	6,000		6,000

Account Total		856,730	\$ -	856,730

	OBJECT	2024-2025		
POLICE DEPARTMENT (61010)	NUMBER	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Holiday Pay	099	151,835		151,835
Salaries	101	2,854,938		2,854,938
Overtime	102	125,000		125,000
Retirement	105	403,337		403,337
Employee's Insurance	106	909,128		909,128
Workman's Compensation	107	46,800		46,800
Vacation Sold	110	77,274		77,274
Janitorial	116	14,000		14,000
Data Processing	119	222,817		222,817
Office Supplies	121	13,000		13,000
Gas & Oil	122	143,000		143,000
Miscellaneous	129	6,000		6,000
Canine Expense	137	6,000		6,000
DARE Program	139	5,000		5,000
Jail Expense	140	20,000		20,000
Buildings & Grounds	141	31,453		31,453
Vehicle Repair	144	120,000		120,000
Cable TV	154	2,450		2,450
Public Safety Equipment	166	198,403		198,403
Employment Screening	168	10,000		10,000
Travel	170	20,000		20,000
Employee Education & Training	176	47,500		47,500
Insurance - General	180	117,876		117,876
Uniforms	203	60,000		60,000
Photo Copy Expense	204	6,000		6,000
Printing, Books, Subscriptions	205	5,200		5,200
Dues	207	2,200		2,200
Care of Prisoners	216	20,000		20,000
Police Tactical Team	219	22,261		22,261
Training Facility	220	10,870		10,870
Colbert Drug Task Force	240	0		0
Special Events	245	7,000		7,000
Salary/Benefit Reimbursement (Bd. of Education)	263	-243,000		-243,000
Capital Outlay	331	248,380	\$ 72,500.00	320,880
Account Total		5,684,721	\$ 72,500.00	5,757,221

FUNCTION	OBJECT			
MUNICIPAL COURT (61012)	NUMBER	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Salaries	101	93,775		93,775
Retirement	105	12,964		12,964
Employee's Insurance	106	45,080		45,080
Workman's Compensation	107	400		400
Vacation Sold	110	0		0
Municipal Judge	118	15,500		15,500
Data Processing	119	5,300		5,300
Office Supplies	121	1,000		1,000
Miscellaneous	129	500		500
Municipal Prosecutor	142	11,100		11,100
Employee Education & Training	176	1,500		1,500
Photo Copy Expense	204	2,500		2,500
Printing, Books, Subscriptions	205	600		600
Dues	207	100		100

Account Total		190,319	\$ -	190,319

	OBJECT	2024-2025		
FIRE DEPARTMENT (61020)	NUMBER	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Holiday Pay	099	78,079		78,079
Salaries	101	2,349,957		2,349,957
Overtime	102	321,648		321,648
Retirement	105	318,934		318,934
Employee's Insurance	106	729,649		729,649
Workman's Compensation	107	38,000		38,000
Vacation Sold	110	35,000		35,000
Janitorial	116	4,700		4,700
Data Processing	119	37,000		37,000
Chemicals	120	3,000		3,000
Office Supplies	121	1,000		1,000
Gas & Oil	122	31,420		31,420
Medical Supplies	125	17,920		17,920
Small Tools	127	2,500		2,500
Miscellaneous	129	2,600		2,600
Fire Prevention	138	7,250		7,250
Buildings & Grounds	141	36,000		36,000
Vehicle Repair	144	57,000		57,000
Tire Repair	145	5,000		5,000
Equipment Repair	146	10,800		10,800
Cable TV	154	6,900		6,900
Public Safety Equipment	166	10,000		10,000
Travel	170	6,500		6,500
Employee Education & Training	176	15,000		15,000
Insurance - General	180	31,003		31,003
Uniforms	203	54,500		54,500
Printing, Books, Subscriptions	205	3,000		3,000
Dues	207	1,800		1,800
Training Center	220	75,006		75,006
Capital Outlay	331	56,539		56,539
Account Total		4,347,704	\$ -	4,347,704

FUNCTION	OBJECT	2024-2025		
STREET DEPARTMENT (62020)	NUMBER	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Salaries	101	830,177		830,177
Overtime	102	10,000		10,000
Retirement	105	111,643		111,643
Employee's Insurance	106	319,482		319,482
Workman's Compensation	107	42,400		42,400
Vacation Sold	110	42,307		42,307
Data Processing	119	8,500		8,500
Chemicals	120	8,000		8,000
Office Supplies	121	2,500		2,500
Gas & Oil	122	60,000		60,000
Road Building	123	37,000		37,000
Street Materials Sold	124	11,000		11,000
Medical Supplies	125	350		350
Small Tools	127	12,000		12,000
Street Signs	128	8,500		8,500
Miscellaneous	129	6,500		6,500
Safety Supplies	130	9,500		9,500
Buildings & Grounds	141	40,000		40,000
Vehicle Repair	144	42,000		42,000
Tire Repair	145	25,000		25,000
Machinery Repair	146	40,000		40,000
Storm Drainage	149	50,000		50,000
Cable TV	154	265		265
Travel	170	500		500
Meals	175	500		500
Employee Education & Training	176	1,000		1,000
Insurance - General	180	59,821		59,821
Uniforms	203	8,500		8,500
Photo Copy Expense	204	300		300
Tree Services	209	12,000		12,000
Pedestrian Overpass	210	6,000		6,000
Sidewalk Repair	211	4,000		4,000
Account Total		1,809,745	\$ -	1,809,745
CITY ENGINEER (62030)	OBJECT	2024-2025	AMENDMENTS	FINAL AMENDED BUDGET
Engineering Services	114	370,000		370,000
Account Total		370,000	\$ -	370,000

STORM DRAINAGE (62040)			AMENDMENTS	FINAL AMENDED BUDGET
Salaries	101	352,418		352,418
Overtime	102	14,000		14,000
Retirement	105	49,750		49,750
Employee's Insurance	106	113,288		113,288
Worker's Compensation	107	3,000		3,000
Vacation Sold	110	12,000		12,000
Janitorial	116	2,400		2,400
Data Processing	119	9,550		9,550
Chemicals	120	40,660		40,660
Gas & Oil	122	25,000		25,000
Small Tools	127	9,699		9,699
Miscellaneous	129	2,500		2,500
Buildings & Grounds	141	3,100		3,100
Vehicle Repair	144	9,701		9,701
Tire Repair	145	8,200		8,200
Machinery & Equipment Repair	146	18,000		18,000
Retention Ponds	148	48,000		48,000
Cable TV	154	1,750		1,750
Utilities	152	40,000		40,000
Program/Review Fees	157	1,400		1,400
Travel	170	2,000		2,000
Meals	175	200		200
Employee Education & Training	176	850		850
Insurance - General	180	14,535		14,535
Levee Maintenance	192	7,000		7,000
Uniforms	203	3,300		3,300
Capital Outlay	331	49,812		49,812

Account Total		842,112	\$ -	842,112
FUNCTION	OBJECT	2024-2025		
STREET LIGHTING (62050)	NUMBER	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Utilities	152	625,000		625,000

Account Total		625,000	\$ -	625,000

	OBJECT	2024-2025		
SANITATION DEPARTMENT (63020)	NUMBER	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Salaries	101	1,043,503		1,043,503
Overtime	102	10,000		10,000
Retirement	105	135,990		135,990
Employee's Insurance	106	345,896		345,896
Workman's Compensation	107	42,100		42,100
Vacation Sold	110	46,346		46,346
Landfill Services	117	400,000		400,000
Chemicals	120	12,000		12,000
Office Supplies	121	2,750		2,750
Gas & Oil	122	120,000		120,000
Medical Supplies	125	350		350
Small Tools	127	7,000		7,000
Miscellaneous	129	4,000		4,000
Safety Equipment	130	7,000		7,000
Vehicle Repair	144	115,000		115,000
Tire Repair	145	32,000		32,000
Machinery Repair	146	85,000		85,000
Travel	170	1,000		1,000
Employee Education & Training	176	1,000		1,000
Trash Containers	179	48,000		48,000
Insurance - General	180	31,035		31,035
Uniforms	203	9,500		9,500
Photo Copy Expense	204	1,500		1,500
Printing, Books, Subscriptions	205	3,000		3,000
Dues	207	1,000		1,000
Capital Outlay	331	98,000		98,000

Account Total		2,602,970	\$ -	2,602,970
CONTRACTURAL OBLIGATIONS (65000)		AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Colbert Co. Animal Control	231	106,649		106,649
Colbert Co. Emergency Management	237	13,578		13,578
M.S. Airport Authority	238	9,375		9,375
Hazardous Material Team	257	2,500		2,500

Account Total		132,102	\$ -	132,102

	OBJECT	2024-2025		
APPROPRIATIONS (65010)	NUMBER	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Riverbend Mental Health*	230	10,000		10,000
Colbert County Health Dept.*	232	7,000		7,000
Easter Seals Rehabilitation Center*	233	7,000		7,000
The Caring Place	236	3,000		3,000
Safeplace Inc.*	242	2,000		2,000
Colbert-Lauderdale Attention Home*	243	1,000		1,000
Meals On Wheels*	255	3,000		3,000
The Arc	256	2,500		2,500
Colbert County Tourism Board*	258	43,333		43,333
I.M. Alliance* (M. L. King Scholarship & Drug Program)	285	2,000		2,000
Shoals Area C.O.A.R.M.M.*	287	1,500		1,500
Shoals Chamber of Commerce	290	7,500		7,500
Cerebral Palsy Center*	291	1,500		1,500
NACOLG Transit Program*	296	5,000		5,000
SenioRx Program (NACOLG)*	298	2,500		2,500
Mainstream Development Corporation*	306	1,000		1,000
Scope 310 Authority-Dept. of MHMR*	307	1,000		1,000
Community Action*	308	1,000		1,000
Shoals Entrepreneurial Center*	316	5,000		5,000
Keep the Shoals Beautiful*	317	2,500		2,500
Fame Girls Ranch*	349	1,000		1,000
Cramer Children's Center*	322	1,000		1,000
Colbert County DHR*	325	1,000		1,000
CASA*	338	1,000		1,000
Shoals Scholar Dollars*	339	1,000		1,000
University of North Alabama	350	10,000		10,000
*Agencies required to complete appropriations contract		-----		
Account Total		124,333	\$ -	124,333

RECREATION DEPARTMENT:	OBJECT	2024-2025		
ADMINISTRATIVE DIVISION (66020)	NUMBER	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Salaries - Part Time	100	150,000		150,000
Salaries - Regular	101	692,449		692,449
Overtime	102	0		0
Retirement	105	91,298		91,298
Employee's Insurance	106	220,058		220,058
Workman's Compensation	107	10,300		10,300
Vacation Sold	110	20,024		20,024
Janitorial	116	10,000		10,000
Data Processing	119	25,500		25,500
Office Supplies	121	2,500		2,500
Medical Supplies	125	250		250
Miscellaneous	129	2,500		2,500
Buildings & Grounds	141	34,300		34,300
Machine & Equipment Repair	146	1,500		1,500
Utilities	152	215,000		215,000
Cable TV	154	1,700		1,700
Advertising	163	500		500
Travel	170	5,000		5,000
Meals	175	500		500
Employee Education & Training	176	1,000		1,000
Insurance - General	180	16,812		16,812
Photo Copy Expense	204	3,000		3,000
Printing, Books, Subscriptions	205	500		500
Dues	207	1,500		1,500
Special Events	245	3,000		3,000
Adaptive Program	266	8,500		8,500
Capital Outlay	331	117,500		117,500
Summer Camps/ Community Events	352			

Account Total		1,635,191	\$ -	1,635,191
FUNCTION	OBJECT	2024-2025		
MAINTENANCE & GROUNDS (66021)	NUMBER	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Chemicals	120	8,000		8,000
Gas & Oil	122	25,000		25,000
Medical Supplies	125	250		250
Small Tools	127	3,500		3,500
Building and Grounds	141	30,000		30,000
Vehicle Repair	144	20,000		20,000
Machine & Equipment Repair	146	10,000		10,000
Uniforms	203	5,000		5,000

Account Total		101,750	\$ -	101,750

	OBJECT	2024-2025		
SWIMMING/TENNIS FACILITIES(66022)	NUMBER	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Salaries-Parttime	100	30,000		30,000
Chemicals	120	5,000		5,000
Buildings and Grounds	141	12,500		12,500
Pool Concession Supplies	247	1,500		1,500
Tournament Expenses	284	0		0

Account Total		49,000	\$ -	49,000
ATHLETIC DIVISION (66023)		AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Building and Grounds	141	120,000		120,000
Batting Cages	221	0		0
Splashpad Concessions	222	2,500		2,500
Football	223	20,000		20,000
Football Referees	224	2,500		2,500
Splashpad Expenses	225	5,000		5,000
Special Events	245	14,500		14,500
Youth Baseball Supplies	248	25,000		25,000
Baseball Umpires	249	20,000		20,000
Youth Basketball Supplies	250	15,000		15,000
Basketball Officials	270	18,000		18,000
Youth Soccer Supplies	271	7,000		7,000
Soccer Officials	272	3,000		3,000
Girls Softball Supplies	273	5,500		5,500
Softball Umpires	275	6,000		6,000
Volleyball	276	2,500		2,500
Gattman Concessions	279	30,000		30,000
Sportsplex Concessions	283	0		0
Tournament Expenses	284	5,000		5,000
Karate	292	500		500
Webster Concessions	293	2,500		2,500
Airport Concessions	294	20,000		20,000
Flag Football Supplies	313	6,000		6,000
Flag Football Officials	314	5,000		5,000
Tennis Lessons	345	0		0
Volleyball Officials	347	1,500		1,500
Track and Field	348	2,000		2,000

Account Total		339,000	\$ -	339,000

Total Recreation Expenditures		2,124,941	\$ -	2,124,941

FUNCTION	OBJECT	2024-2025		
GOLF COURSE OPERATIONS (66026)	NUMBER	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Salaries-Parttime	100	250,000		250,000
Salaries	101	408,245		408,245
Retirement	105	56,205		56,205
Employee's Insurance	106	126,429		126,429
Worker's Compensation	107	7,800		7,800
Vacation Sold	110	12,000		12,000
Consultant Services	115	1,200		1,200
Janitorial	116	6,200		6,200
Data Processing	119	12,818		12,818
Chemicals	120	83,000		83,000
Office Supplies	121	850		850
Gas & Oil	122	28,000		28,000
Small Tools	127	3,000		3,000
Miscellaneous	129	5,000		5,000
Buildings & Grounds	141	107,500		107,500
Driving Range Equipment & Supplies	143	8,000		8,000
Vehicle Repair	144	4,000		4,000
Machine & Equipment Repair	146	46,000		46,000
Utilities	152	88,000		88,000
Cable TV	154	5,000		5,000
Telephone	161	7,320		7,320
Advertising	163	4,000		4,000
Travel	170	3,500		3,500
Employee Education & Training	176	2,000		2,000
Insurance - General	180	19,090		19,090
19th Hole Concession Supplies	197	56,000		56,000
Uniforms	203	6,000		6,000
Photocopy Expense	204	1,200		1,200
Printing, Books, Subscriptions	205	1,200		1,200
Dues	207	3,000		3,000
Contractual Services	208	95,000		95,000
Transaction Fees	212	24,500		24,500
Special Events	245	1,000		1,000
Capital Outlay	331	47,111		47,111
Pro Shop Merchandise	335	75,000		75,000
Jr, Vet, & Adaptive Programs	351	600		600
Account Total		1,605,768	\$ -	1,605,768

	OBJECT	2024-2025		
SENIOR CITIZENS (66025)	NUMBER	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Salaries	101	88,245		88,245
Retirement	105	11,295		11,295
Employee's Insurance	106	11,271		11,271
Workman's Compensation	107	1,400		1,400
Vacation Sold	110	789		789
Janitorial	116	3,100		3,100
Data Processing	119	2,400		2,400
Office Supplies	121	1,100		1,100
Gas & Oil	122	5,500		5,500
Miscellaneous	129	3,750		3,750
Buildings & Grounds	141	21,900		21,900
Vehicle Repair	144	2,500		2,500
Utilities	152	20,000		20,000
Cable TV	154	1,900		1,900
Travel	170	500		500
Insurance - General	180	968		968
Photo Copy Expense	204	3,500		3,500
Printing, Books, Subscriptions	205	650		650
Area Agency On Aging	244	4,850		4,850
Special Events	245	6,500		6,500
Wellness Activities	328	7,000		7,000
Arts & Crafts	340	2,700		2,700
Ceramics	342	800		800

Account Total		202,618	\$ -	202,618

LIBRARIES (66030)	OBJECT	2024-2025		
	NUMBER	AMENDED BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Salaries-Parttime	100	90,000		90,000
Salaries	101	237,597		237,597
Retirement	105	33,431		33,431
Employee's Insurance	106	92,561		92,561
Worker's Compensation	107	6,000		6,000
Vacation Sold	110	5,000		5,000
Janitorial	116	5,000		5,000
Data Processing	119	35,000		35,000
Office Supplies	121	5,000		5,000
Gas & Oil	122	400		400
Miscellaneous	129	4,000		4,000
Buildings & Grounds	141	23,000		23,000
Vehicle Repair	144	2,000		2,000
Utilities	152	23,000		23,000
Cable TV	154	1,075		1,075
Postage	162	500		500
Travel	170	2,000		2,000
Education & Training	176	3,000		3,000
Insurance - General	180	3,241		3,241
Children's/Youth Programs	184	15,000		15,000
Digital Media	194	80,000		80,000
Printing/Subscriptions	195	15,000		15,000
Movies/Video Games	202	5,000	\$ 1,650.00	6,650
Photo Copy Expense	204	5,000		5,000
Books	205	27,000		27,000
Capital Outlay	331	5,930		5,930

Account Total		724,736	\$ 1,650.00	726,386

FUNCTION	OBJECT	2023-2024		
SPECIAL EVENTS (66040)	NUMBER	BUDGET	AMENDMENTS	FINAL AMENDED BUDGET
Christmas Parade	311	5,000.00		5,000.00

Account Total		5,000.00	\$ -	5,000.00
BOARD OF EDUCATION (67010)			AMENDMENTS	FINAL AMENDED BUDGET
Education Foundation	226	2,000.00		2,000.00
Education	235	1,617,440.00		1,617,440.00

Account Total		1,619,440.00	\$ -	1,619,440.00
DEBT SERVICE (67020)			AMENDMENTS	FINAL AMENDED BUDGET
Principal	217	46,285.16		46,285.16
Interest	218	11,550.16		11,550.16

Account Total		57,835.32	\$ -	57,835.32
TRANSFERS (68000)			AMENDMENTS	FINAL AMENDED BUDGET
Transfer to Debt Service	506	2,214,342.52		2,214,342.52
Transfer to 1/2 Cent Sales Tax Acct.	508	2,356,321.00		2,356,321.00

Account Total		4,570,663.52		4,570,663.52

GRAND TOTAL EXPENDITURES		31,381,345.29	\$ 74,150.00	31,455,495.29

		=====		

CITY OF MUSCLE SHOALS, ALABAMA

ORDINANCE NO. -

**AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF MUSCLE SHOALS BY
REZONING CERTAIN PROPERTY FROM RMF-1 TO R-2 (PRD).**

WHEREAS, the City of Muscle Shoals has adopted a comprehensive zoning ordinance and zoning map pursuant to the authority of Ala. Code §§11-52-70 through 11-52-84; and

WHEREAS, any proposal for an amendment to the zoning ordinance and map must begin with the Planning Commission, which must hold a public hearing and submit its report and recommendation to the City Council; and

WHEREAS, the Muscle Shoals Planning Board, at its meeting of October 28, 2025, considered a rezoning request for Fuller Properties at the southwest corner of Puritan Avenue and Glendale Avenue, Lots 6837-6848, and voted to approve and recommend the rezoning to the City Council; and

WHEREAS, the subject property consists of approximately 28,800 square feet and is presently zoned RMF-1; and the applicant requests rezoning to R-2 (PRD) for development of four (4) single-family homes; and

WHEREAS, the City Council has given notice and held a public hearing on the proposed amendment in the manner required by Ala. Code §11-52-77;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Muscle Shoals, Alabama, as follows:

Section 1. Rezoning Approved.

The following described property is hereby rezoned from RMF-1 to R-2 (PRD):

Property Location: Southwest corner of Puritan Avenue and Glendale Avenue, Muscle Shoals, Alabama, including Lots 6837 through 6848, consisting of approximately 28,800 square feet, as shown on the rezoning application and map attached to the Planning Board recommendation.

Section 2. Zoning Map Amended.

The official Zoning Map of the City of Muscle Shoals is hereby amended to reflect the rezoning described in Section 1.

Section 3. Severability.

If any section, clause, or provision of this ordinance is declared invalid by a court of competent jurisdiction, such ruling shall not affect the validity of the remaining portions.

Section 4. Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. Effective Date.

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

ADOPTED AND APPROVED this 15th day of December, 2025.

**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: 28,800 sq. ft.

WHAT WILL BE ERECTED/BUILT AT SITE: 4 single family homes

LOCATION: SW corner of Puritan Ave & Glendale Ave

PRESENT ZONING: RMF-1

PREFERENCE OF ZONING: R-2 (PRD)

NAMES OF SURROUNDING PROPERTY OWNERS:

<u>Irene Hennigh</u>	<u>Martha Abernathy</u>
<u>Fuller Properties, LLC</u>	<u>Patriece Cantrell</u>
<u>Don & Donna Singleton</u>	<u>Hellen Diane Zills Life Estate</u>
<u>Roger Jackson</u>	<u></u>

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

SIGNED: Randal Fuller

DATE: 10/14/2025

Muscle Shoals Planning Board Minutes

Oct 28 2025

Members Present: Andy Laster, Claude Eubanks, Perry Burgess, Sammy Mayfield, Terri Self

Members Absent: Zach Morgan, Dennie Robinson

Meeting called to order at 5:03 p.m.

Motion made to dispense the reading and approve the reading of the last meeting minutes. 1st Sammy Mayfield 2nd Claude Eubanks
Roll called with all AYES motion approved.

1st item on the agenda is the approval for a subdivision/Parkview cottages master plan for CG Holdings LLC. Don Price represented CG Holdings and discussed with the commission about the master plan. After some discussion a motion was made to approve said master plan. 1st Terri Self 2nd Claude Eubanks Roll Called all Ayes Motion Approved.

2nd item on the agenda is a rezoning for Fuller properties at property on corner of Glendale Ave and Puritan Ave lots 6837-6848 from RMF-1 to R-2 to build single family homes. Motion was made to approve and recommend to the city council. 1st Claude Eubanks 2nd Perry Burgess. Roll called with all AYES motion Approved.

3rd item on the agenda is the annexation for Covenant Drive Storage LLC property on Covenant Drive addressed 4310 highway 43 S, Tuscumbia al 35674. After some discussion a motion was made to approve. 1st Sammy Mayfield 2nd Terri Self Roll called with all AYES motion approved.

4th item on the agenda is a 2-lot subdivision for Covenant Drive Storage LLC at the property addressed 4310 Highway 43 S, Tuscumbia Al 35674. This is the property to be annexed into the city. After some discussion a Motion was made to approve the

annexation and recommend it to the city council. 1st Sammy Mayfield 2nd Claude Eubanks. Roll called with all AYES. Motion approved.

5th item on the agenda is some alley and street vacations for Covenant Drive Storage LLC. These are behind the property addressed 4310 Highway 43 S, Tuscumbia AL 35674. Streets include Milligent Ave, Hamilton Ave, Edison Ave, Dixie Ave, Mack Ave and the alleys in between. Motion was made to approve 1st Perry Burgess 2nd Claude Eubanks. Roll called with all AYES Motion Approved.

STATE OF ALABAMA

COLBERT COUNTY

RESOLUTION NUMBER _____

WHEREAS, a term on the Library Board expired November 2025, and the City Council being desirous of making the necessary appointment to said board;

WHEREAS, notice was given to the public of said pending vacancy and applications solicited for a member to said board;

WHEREAS, the following individuals made proper application and met the requirements for appointment, are eligible for appointment to fill the pending vacancy:

Robin Sessions

WHEREAS, a roll call vote was had by the City Council as follows:

Council Member Chris Hall:

Council Member Gina Clark:

Council Member Willis Thompson:

Council Member Kenneth Sockwell:

Council President Donnie Linley:

WHEREAS, Council President Linley announced that_____ had received a majority of the votes cast,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Muscle Shoals, Alabama does hereby appoint the following named person to serve as set forth herein:

APPOINTEE	BOARD	EXPIRATION OF TERM
	Library Board	November 2029

The clerk is hereby directed to notify the above-named person of their appointment and to further notify the respective board of said appointment.

ADOPTED and APPROVED this 15th day of December, 2025.

CITY OF MUSCLE SHOALS, ALABAMA

Donnie Linley, Council President

ATTEST:

Brittney Walker, City Clerk

RESOLUTION NUMBER _____

BE IT RESOLVED, by the City of Muscle Shoals as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Resurfacing and traffic striping on Avalon Ave from Cox Blvd. to SR-2 (Woodward Ave.)
in the City of Muscle Shoals; Project# STPSU-1726(); CPMS Ref# 100080234 and 100080235.**

Which agreement is before this Council, and that the agreement be executed in the name of the
City, by the Council President for and on its behalf and that it be attested by the City Clerk
and the official
seal of the City be affixed thereto,

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by
all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Muscle Shoals, Alabama, do
hereby certify that the above and foregoing is a true copy of a resolution lawfully passed
and adopted by the City named therein, at a regular meeting of such Council held on the
15th day of December, 2025, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Council President

Adopted this 15th day of December, 2025, and that such resolution is of record in
the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of
the City on this 15th day of December, 2025.

City Clerk

(AFFIX SEAL)



Alabama
Department of Transportation
North Region - Tuscumbia Area
Office of Operations Engineer
295 Hwy. 20 East - PO Box 495
Tuscumbia, AL 35674
Telephone 256-389-1400
Fax 256-389-9602



Kay Ivey
Governor

John R. Cooper
Transportation Director

Date: 12-3-25

To: Brittany Walker, Muscle Shoals City Clerk

From: **Jud Young, PE**
Preconstruction Engineer
ALDOT North Region, Tuscumbia Area

RE: Resurfacing Avalon Ave in Muscle Shoals

Items Sent: Project Funding Agreement

☐	For Review
☐	For Approval
☒	For Signature

☐	For Processing
☐	For Your File
☒	Please Return

Comments: Need p. 8, ^{City} Resolution signed & sealed

Copy to: _____

**PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF MUSCLE SHOALS
Colbert County**

Project No. STPSU-1726()
CPMS Ref# 100080234 & 100080235

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Muscle Shoals, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the resurfacing and traffic striping on Avalon Ave from Cox Blvd. to SR-2 (Woodward Ave.) in the City of Muscle Shoals; Project# STPSU-1726(); CPMS Ref# 100080234 and 100080235.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$392,000.00 Federal funds unless the Shoals Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Shoals Area sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the CITY from CITY funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
STP Funds (Shoals Area Dedicated)	\$ 32,000.00
City Funds	\$ 8,000.00

TOTAL (Incl Indirect Cost)	\$ 40,000.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
STP Funds (Shoals Area Dedicated)	\$ 360,000.00
City Funds	\$ 90,000.00

TOTAL (Incl CE&I & Indirect Cost)	\$ 450,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), to the maximum extent permitted by Alabama law and the Constitution of the State of Alabama, the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of

tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest,

or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

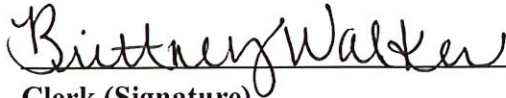
- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. Exhibits A, E, H, M, and N are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

City of Muscle Shoals, Alabama

ATTEST:

By: 
As Mayor (Signature)

By: 
Clerk (Signature)

Billy Hudson
Print Name of Mayor

Brittney Walker
Print Name of Clerk
(AFFIX SEAL)

This contract has been legally reviewed and approved as to form.

By: _____
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:


Derrick R. Wilson, P.E.
North Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

BE IT RESOLVED, by the City of Muscle Shoals as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Resurfacing and traffic striping on Avalon Ave from Cox Blvd. to SR-2 (Woodward Ave.) in the City of Muscle Shoals; Project# STPSU-1726(); CPMS Ref# 100080234 and 100080235.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Shoals, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

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EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

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- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

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records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H
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The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H
Page 5

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

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Rev. 10/2017

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

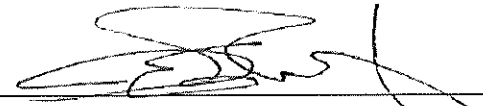
A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

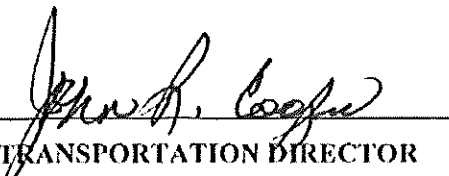
RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017

RESOLUTION NUMBER 25-_____

A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY

WHEREAS, the City Council of the City of _____ (the "City") finds that it is in the public interest and for municipal purposes to acquire certain real property located within the City; and

WHEREAS, B E GLOBAL (the "Seller") is the current owner of said real property by virtue of a tax deed issued by the Colbert County Revenue Commissioner following a tax sale arising from the failure to pay ad valorem taxes, all in accordance with Alabama law; and

WHEREAS, the Seller has offered to convey the real property to the City by statutory warranty deed or other deed form acceptable to the City; and

WHEREAS, the City Council finds that the acquisition of the parcel of real property is necessary and proper for municipal purposes, and that adequate funds are available for such purchase.

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

1. **PURCHASE APPROVED.** The City Council hereby approves and authorizes the purchase of the real property described as follows:

Lots 312 through 316, DETROIT PARK ADDITION 1
2. **PURCHASE PRICE.** The purchase price for the property shall be \$6,500.00. The City shall pay all customary costs connected with sale and purchase of said property.
3. **EXECUTION OF DOCUMENTS.** The Mayor is hereby authorized and directed to execute, on behalf of the City, all deeds, closing documents, settlement statements, affidavits, and any other instruments necessary to complete the purchase of the property.
4. **ACCEPTANCE OF DEED.** The City Council acknowledges that the Seller acquired title by tax deed and understands that such deed conveys the interest authorized under Alabama law. The City Attorney is authorized to review the title and recommend any additional curative actions, if necessary.
5. **PAYMENT OF FUNDS.** The City Clerk is authorized to issue payment of the purchase price and related closing costs from lawful municipal funds.
6. **MUNICIPAL PURPOSE.** The City Council finds and declares that acquisition of the property serves a valid and necessary municipal purpose.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

ADOPTED AND APPROVED this ____ day of December 2025.

CITY OF MUSCLE SHOALS, ALABAMA

By: _____
DONNIE LINDLEY
President of the Council

ATTEST:

BRITTNEY WALKER
City Clerk

CERTIFICATION

I, the undersigned City Clerk of the City of Muscle Shoals, Alabama, certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the ____ day of December 2025, and that such Resolution is now in full force and effect.

This ____ day of December 2025.

BRITTNEY WALKER
City Clerk

ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD
ADMINISTRATIVE CODE

CHAPTER 20-X-33
LICENSURE OF CONSUMABLE HEMP PRODUCTS

TABLE OF CONTENTS

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20-X-33-.01 Consumable Hemp Product License Types.

Consumable Hemp Products will be sold under three separate and distinct license types as follows:

- (1) Specialty Retailer of Consumable Hemp Products License
- (2) Pharmacy Consumable Hemp Products License
- (3) Retail Food Store Consumable Hemp Products License

Author: ABC Board

Statutory Authority: Code of Ala. 1975, §§28-12-3; 28-12-45

History: New Rule: Published October 31, 2025; effective December 15, 2025, operative January 1, 2026.

20-X-33-.02 Information Required from Applicants for Consumable Hemp Products Licenses.

(1) Every applicant for an ABC Board license, in addition to information and statements required under Title 28, Code of Alabama 1975, shall also give the ABC Board, as part of the application, the following:

(a) An approval letter from the local governing body of the county or municipality in which the applicant's facility will be located.

(b) The name, date of birth, place of birth, address, telephone number, driver's license number, and social security number of every person who has a ten percent or greater proprietary or profit interest in the licensed establishment,

except in the case of public corporations, whose shares are traded on a recognized stock exchange.

(c) Pursuant to 28-12-40(d)(2) and 31-13-7, Code of Alabama, 1975, proof that every person who has a proprietary or profit interest of ten percent or more in the licensed establishment, except in the case of public corporations whose shares are traded on a recognized stock exchange, is lawfully present in the United States and is otherwise qualified to receive a license.

(d) The true, correct, and complete criminal court record of all arrests and subsequent dispositions for the past ten years of the applicant and any other person having a proprietary or profit interest of 10 percent or more therein; and in the case of corporations, clubs and associations, of each officer and/or member of the board of directors of such corporation, club, or association. Minor vehicular offenses may be omitted; however, driving while under the influence and reckless driving cases shall be disclosed. In giving such information, there shall be included the name of the court(s) and the disposition of each matter. The information, as provided and verified, will be used to consider each application. ABC may require additional information on offenses that are over ten years old as it deems necessary.

(e) Proof of a surety bond in the amount of \$25,000. This documentation shall be provided each year at renewal.

(f) Any individual applicant shall certify to the correctness, truthfulness and completeness of the application. In the case of applications by corporations, clubs, and associations, the person(s) making such application shall certify to the correctness, truthfulness and completeness of the application and shall provide the ABC Board with their authority to offer such application.

(g) As a privilege of holding an ABC license or permit, the applicant/licensee, shall at all times, allow authorized personnel of the ABC Board or commissioned law enforcement officers of the state, county, or municipality in which the licensed establishment is located, to enter and search, without a warrant, the licensed premises or any building owned or occupied by the licensee in connection therewith, adjoining, adjacent to, or part of the curtilage thereof, whether used as a private dwelling or not, at any time.

(h) Upon request, the applicant shall provide evidence of primary source of funds, whether owned or borrowed, to be applied in the establishment or acquisition of the business.

(i) Evidence of ownership, lawful possession, or lease of the real property where the applicant's business will be located, as follows:

1. If applicant owns the property, a copy of the recorded deed as evidence of ownership.
2. If applicant has a contract to purchase the property, a copy of the recorded sales contract.
3. If applicant has obtained lawful possession or a use agreement for use of the property, evidence thereof must be provided and approved by the ABC Board.
4. If applicant is leasing the property, a copy of the lease agreement.

(j) The ABC Board or its personnel may require additional information from the applicant.

(2) Licenses shall be granted and issued by the board only to reputable individuals, to associations whose members are reputable individuals, or to reputable corporations organized under the laws of this state or duly qualified thereunder to do business in Alabama and then only when it appears that all officers and directors of the corporation are reputable individuals.

(3) In the event any false, incorrect, or incomplete information or statements are found on an application for a license, the license is subject to denial, revocation, or other disciplinary action by the ABC Board, at its discretion, and no waiver, estoppel, or laches will run against the State of Alabama, or the ABC Board, in connection with any false, incorrect, or incomplete information or statements made by an applicant on an application.

(4) It shall be the prerogative of the ABC Board as part of the license application procedure to verify the truthfulness and veracity of all information contained within a license application. Verification may include, but not be limited to, personal interviews and community comment, as well as a current criminal background information analysis/check. The ABC Board may consider a current criminal background information analysis/check to be one that has been generated within two years of the licensee's current application period.

(5) Any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

Author: ABC Board

Statutory Authority: Code of Ala. 1975, §§28-3-2; 28-3A-23; 28-12-3; 28-12-40; 31-13-7

History: New Rule: Published October 31, 2025; effective December 15, 2025, operative January 1, 2026.

20-X-33-.03 Operation of a Consumable Hemp Products Licensed Premises.

(1) A holder of a **Specialty Retailer** of Consumable Hemp Products License:

(a) May sell all consumable hemp products as defined in 28-12-2(5)

(b) Shall currently hold a Lounge Retail Liquor (Class II) license **or** sell only consumable hemp products.

(c) Shall restrict the licensed premises to those 21 years of age or older. The age restriction placed on this licensed premises shall include employees.

(d) Shall post a sign no less than 8½ by 11 inches which shall read: "It is illegal for anyone under 21 years of age to enter this licensed location". The sign shall have letters no less than two inches in height and shall be posted on or inside the door and shall be easily visible to the public prior to entering the location.

(e) Shall be restricted to sales for **off-premises** consumption only.

(f) Shall be required to maintain a minimum of 500 square feet of sales and service area. The 500 square feet of sales and service area shall not include any areas that are not open to customers or used for the sale or displaying of products allowed under a Specialty Retailer of Consumable Hemp Products license and/or a Lounge Retail Liquor (Class II) license, such as office space or storage.

(2) A holder of a **Pharmacy Consumable** Hemp Products License:

(a) May sell topical and sublingual products in a pharmacy licensed by the Alabama Board of Pharmacy and the ABC Board.

(b) Shall place all topical and sublingual consumable hemp products in an area that is not accessible to the general public.

(c) May only allow sales of hemp products by a licensed pharmacist or by a pharmacy technician or employee under the direct supervision and control of a licensed pharmacist.

(d) May employ an individual under 21 years of age to sell hemp products under the supervision of a licensed pharmacist, provided the licensee is certified in the Responsible Vendor Program.

(3) A holder of a Retail Food Store Consumable Hemp Products License:

(a) May sell consumable hemp beverages.

(b) Shall place all consumable hemp beverages behind glass or a clear plastic, acrylic material, similar in function to glass, if otherwise appropriate while meeting health, safety, or industry standards, in an area dedicated only to consumable hemp beverages. Consumable hemp beverages shall not be visible from an area that contains products intended to be sold for children.

(c) Shall post sign that is 8½ by 11 inches, with font no smaller than 2 inches on the glass. The sign shall state: "These products contain hemp derived compounds. Must be 21 years of age or older to purchase."

(4) All records and receipts for purchases of consumable hemp products by a consumable hemp products licensee, as described in 28-12-43, including certificates of analysis, shall be retained for a period of three (3) years from the date of purchase. These records may be maintained using an electronic method, provided that the records shall be immediately transferrable upon request by an ABC employee. All records, whether maintained electronically or physically located on the premises, shall be immediately available upon request by an ABC employee.

(5) Anyone licensed or permitted under this title shall not refuse entry to the licensed premises, including any locked areas of the licensed premises, to ABC personnel or law enforcement,

nor shall they refuse to allow an audit or inspection or fail to provide any required records.

(6) No person licensed by the board to sell consumable hemp products, employee or agent thereof, may consume consumable hemp products on the licensed premises. No ABC Board consumable hemp product licensee, employee, or agent thereof shall have any consumable hemp products on the licensed premises that are not for sale.

(7) No person licensed by the board to sell consumable hemp products, an employee or agent thereof, shall sell or provide any person consumable hemp products if such person appears, considering the totality of the circumstances, to be under the influence of alcohol or any substance which impairs their mental or physical faculties.

Author: ABC Board

Statutory Authority: Code of Ala. 1975, §§28-12-3; 28-12-40; 28-12-43; 28-12-45; 28-12-46

History: New Rule: Published October 31, 2025; effective December 15, 2025, operative January 1, 2026.

City of Muscle Shoals
2010 East Avalon Avenue
Muscle Shoals, AL 35661

(256) 383-5675 | www.cityofmuscleshoals.com

Request to be Placed on the City Council Agenda

Today's Date: 12/10/25
Time: 4:04 pm
Full Name: Billy Hudson
Address: 2010 Avalon Ave
Phone Number: 256-386-5675
Email (optional): @b1591003

Date of Council Meeting: 12/15/25

Subject of Presentation:

change Accounts Receivable Clerk-
Receptionist report to. Mayor

Specific Questions or Points to Address:

Acknowledgment & Signature:

By signing below, I acknowledge that:

My presentation to the Mayor and City Council will not exceed 5 minutes.

This completed form must be submitted to the City Clerk's Office by 3:00 PM on Thursday prior to the scheduled

Signature: 

Date: 12-10-2025
10

Submission Instructions:

Please return this form to:

City Clerk

2010 East Avalon Avenue Muscle Shoals, AL 35661 Fax: (256) 386-9201

Phone: (256) 383-5675

Website: www.cityofmuscleshoals.com