



AGENDA  
CITY COUNCIL MEETING  
February 2, 2026

1. Call to Order
2. Roll Call
3. Invocation/Pledge of Allegiance
4. Approval of minutes:
  - A. January 20, 2026, Regular meeting & work session
5. Mayor's comments:
6. Comments of the public:
7. Reports of Officers:
8. Hearing on petitions, applications, appeals communications, etc.:
9. Financial reports:
10. Resolutions, ordinances, orders & other business:
  - A. Resolution: Appointment to Civil Service Board
  - B. Resolution: John R pipe repair and construction agreement
  - C. Resolution: Assigning second signatory for checks and drafts
  - D. Resolution: Awarding bid for Nathan Estates Retention Pond to Affordable Tree Services for Bid 001-26
  - E. Resolution: Rejecting bid of Pierce & Allred Construction Inc. for Bid 002-26
  - F. Resolution: Donating surplus Fire Department equipment to Mid Lauderdale Volunteer Fire of Florence and Colbert EMA

Adjourn.

Next meeting: Monday, February 16, 2026

*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  
February 2, 2026, 5:00 p.m.

- A. James Bobo to discuss Steenson Hollow marina upgrades
- B. Fire Chief John Hyde to provide updates for the Fire department
- C. Discussion of City Policy for Hemp License

*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  
January 20, 2026 – 5:00 p.m.  
Muscle Shoals City Hall – Council Chambers

A Work Session of the Muscle Shoals City Council was held on Tuesday, January 20, 2026, at 5:00 p.m. in the Council Chambers at City Hall.

Council President Donnie Linley called the work session to order.

A. Eric Kelley – Discussion of audit findings

Mr. Kelley discussed the audit finding at the previous meeting. He was concerned about potential issues for employees with the SIMRP.

B. MSCS & MSPR – Grant Announcement

Dawn Woodall announced through a collaborative effort between Muscle Shoals Park and Recreation and Muscle Shoals City Schools that they had been awarded a grant known as the Alabama Summer and After School Program. This grant is designed to increase access to high quality summer and after school programs.

C. Brad Williams – Civil Group

Mr. Williams updated the council on various projects that were currently in the works.

D. Brie Clark – Nathan Estates

Ms. Clark addressed the council about the plans the city has for the Nathan Estates retention pond. She also communicated with the council what the residents in the neighborhood wanted to see done.

E. Mayor Hudson – Discussion of proposed new position

Mayor Hudson asked the council to review the job description that was attached to their agenda packet for a new proposed position. He asked the council to provide any feedback that they had after their review of the job description.

F. Discussion of City Policy for Hemp License

The council discussed adopting a city policy regarding hemp license.

The work session concluded at 5:40 p.m.

CITY OF MUSCLE SHOALS, ALABAMA

A Municipal Corporation

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Council Member – Place One

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Council Member – Place Two

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Council Member – Place Three

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Council Member – Place Four

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Council Member – Place Five

ATTEST:

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Jalen Johnson, HR Director/Assistant City Clerk

CITY OF MUSCLE SHOALS, ALABAMA  
CITY COUNCIL REGULAR MEETING MINUTES  
January 20, 2026 – 5:30 p.m.  
Muscle Shoals City Hall – Council Chambers

The regular meeting of the Muscle Shoals City Council was held on Tuesday, January 20, 2026, beginning at 5:30 p.m. in the Council Chambers at City Hall.

Council President Donnie Linley called the meeting to order.

HR Director/Assistant City Clerk Jalen Johnson was present and served as clerk for the meeting.

1. Call to Order

Council President Donnie Linley called the regular meeting to order at 5:40 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

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

4. Approval of Minutes

A. January 5, 2026, Minutes

Motion to approve the minutes was made by Gina Clark and seconded by Chris Hall.

Vote: Motion carried unanimously.

5. Mayor's Comments

Mayor Billy Hudson offered the following remarks:

- Mentioned James Bobo is coming to the next council meeting to discuss plans for Steenson Hollow.
- Mentioned a wreck involving a Fire department employee this morning. Stated that employee was okay.
- Thanked all department heads for their work.

## 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. Approval of Cell Phone Use While Driving Policy and Seat Belt Policy.

Motion to adopt both policies was made by Kenneth Sockwell and seconded by Willis Thompson.

Vote: Policies were adopted unanimously.

## 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. 3411-26 – Resolution to increase compensation for Civil Service Board members to \$7,200.00 annually.

Motion to adopt Resolution No. 3411-26 was made by Chris Hall and seconded by Gina Clark.

Vote: Motion carried unanimously.

Result: Resolution No. 3411-26 adopted 5-0.

### B. Mayor Hudson appointed Perry Burgess to the Planning Board with a term ending in December 2031.

## Board Vacancies

Civil Service Board with an unexpired term ending in June 2028. Applications are available at City Hall or on our website by going to Government and clicking on Board Information.

## 11. Adjourn

Motion to adjourn was made by Gina Clark.

The meeting adjourned at 5:48 p.m.

CITY OF MUSCLE SHOALS, ALABAMA

A Municipal Corporation

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Council Member – Place One

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Council Member – Place Two

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Council Member – Place Three

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Council Member – Place Four

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Council Member – Place Five

ATTEST:

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Jalen Johnson, HR Director/Assistant City Clerk

**RESOLUTION NUMBER 3412- 26**

**WHEREAS**, one term of the Civil Service Board will expire June 2028 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 applications and met the requirements for appointment, and is eligible for appointment to fill the vacancy;

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

Council Member Hall:

Council Member Clark:

Council Member Thompson:

Council Member Sockwell:

Council Member Thomspson:

**WHEREAS**, Council President Linley announced that \_\_\_\_\_ had a majority of the votes cast,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Muscle Shoals, Alabama does not hereby appoint the following named person to serve as set forth herein

APPOINTEE

BOARD  
Civil Service Board

EXPIRATION OF TERM  
June 2028

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

**RESOLUTION NUMBER 3413 - 26**

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

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

**Repair of 60-inch stormwater drainage pipe and erosion of the embankment and shoulder and of the roadway asphalt on John R. Street from Stevens Avenue to LaSalle Avenue in the City of Muscle Shoals; FHWA Disaster #AL 2025-02; DDIR# Muscle Shoals-01; ALDOT Event 068; ER-9081 ( ); CPMS Ref# 100080707 – CN.**

Which agreement is before the 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 the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by City.

I, the undersigned qualified and acting Clerk 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 2<sup>nd</sup> day of February, 2026, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Council President

2<sup>nd</sup> day of February, 2026, 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 the \_\_\_\_\_ day of February, 2026.

\_\_\_\_\_  
City Clerk

Seal

RESOLUTION NUMBER \_\_\_\_\_

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

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

**Repair of 60-inch stormwater drainage pipe and erosion of the embankment and shoulder and of the roadway asphalt on John R. Street from Stevens Avenue to LaSalle Avenue in the City of Muscle Shoals; FHWA Disaster #AL 2025-02; DDIR# Muscle Shoals-01; ALDOT Event 068; ER-9081( ); CPMS Ref# 100080707 - CN.**

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 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 \_\_\_\_\_ 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 nondiscrimination 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

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- 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 City/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 City/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 in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.**

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

AL EVENT #068 MUSCLE SHOALS-01  
**CONSTRUCTION AGREEMENT**  
**FOR AN ER PROJECT**  
**BETWEEN THE STATE OF ALABAMA**  
**AND THE**  
**THE CITY OF MUSCLE SHOALS**  
**Project No. ER-9081(    )**  
**CPMS Ref. 100080707 - CN**

**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 (FEIN 63-6001326) hereinafter referred to as the CITY.

**WHEREAS**, the STATE and the CITY desire to cooperate in the repair of 60 inch stormwater drainage pipe, erosion of the embankment and shoulder and of the roadway asphalt on John R. Street from Stevens Avenue to LaSalle Avenue in the City of Muscle Shoals; FHWA Disaster #AL 2025-02; DDIR# Tuscumbia-01; ALDOT Event 068; ER-9081(    ); CPMS Ref# 100080707 - CN.

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

**PART TWO (2): FUNDING PROVISIONS**

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid Funds in any amount. All estimated costs considered Emergency Repairs will be financed, when eligible for Federal participation, on a basis of 100% Federal Emergency Relief Funds for all work performed during the first 270 days from the date of occurrence of the event. All work performed after this date will be funded on the basis of 80% Federal Emergency Relief Funds and 20% CITY funds. Any cost not eligible for Federal reimbursement will be financed 100% by the CITY.  
 All estimated costs considered Permanent Repairs will be financed, when eligible for Federal participation, on the basis of 80% Federal Emergency Relief funds and 20% County funds. Any cost not eligible for Federal reimbursement will be financed 100% by the County.
- B. The estimated cost and participation by the various parties is as follows:

EMERGENCY REPAIRS

CONSTRUCTION

<u>FUNDING SOURCE</u>	<u>ESTIMATED COST</u>
Emergency Federal Relief Funds	\$ 214,513.42
City Funds	\$ <u>0.00</u>
<b>TOTAL (Incl CE&amp;I)</b>	<b>\$ 214,513.42</b>

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 prior to project authorization

of Emergency Repairs and for work performed prior to project authorization of Permanent Repairs.

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 Federal Emergency Relief funds should advance to completion within a reasonable period of time. Unless there is satisfactory justification for project delays to warrant its retention, projects for permanent repairs shall be advanced to construction obligation by the end of the second fiscal year following the year in which the disaster occurred. Failure to advance an approved project in the above stated time frame without proper justification shall result in the withholding of funds, and the project will not be advanced [23 CFR 668.104(H)]. Justification for such delays and requests for time extensions must be submitted and approved by the STATE and FHWA.

### **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 or property interests 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 conduct the associated Survey, Design, Plan Preparation, and Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE to not 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 costs 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, are of record in the Alabama Department of Transportation and are 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 or state funding and the refund of any federal or state 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 City 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 Permanent Repair 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.

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 be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.

- C. By signing this Agreement, 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.

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; conform to and comply with the requirements of any such permit or license; and comply 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. The CITY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the CITY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), 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 any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (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) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its officers, officials, agents, servants, and employees.

- F. For all claims not subject to Ala. Code § 11-93-2 (1975), 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 portion of the project work on CITY right-of-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

#### **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, and 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 of 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 and 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 the 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 constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the

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.

Muscle Shoals, Alabama

ATTEST:

By: \_\_\_\_\_

As Mayor (Signature)

\_\_\_\_\_

Print Name of Mayor

By: Brittney Walker

Clerk

Brittney Walker

Print Name of Clerk

(AFFIX SEAL)

This agreement 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

**STATE OF ALABAMA  
COUNTY OF COLBERT**

**RESOLUTION NO. 3415-26**

**BE IT RESOLVED** by the Council of the City of Muscle Shoals, Alabama that the City Procurement Officer did send out advertisements for bids for the Muscle Shoals Fencing and Landscaping – Nathan Estates Retention Pond, the bid opening being set for the 29th day of January 2026, at the City Hall of the City of Muscle Shoals, Alabama; and

**WHEREAS** that at the appointed time and place, as specified above, the following bids were opened and tabulated as follows:

BIDDER	Total Bid Amount
Affordable Tree Services	\$106,873.82
Eady Contracting, Inc	\$159,450.00
Howell Fencing	\$175,000.00
Vaughn Fencing	\$65,500.00

**WHEREAS**, that the lowest, responsible and responsive bidder, after verifying the bid with the specifications and unit prices submitted for estimated quantities of the specifications, and based upon the total bid amount, has been determined as Affordable Tree Services with a total bid price amount of \$106,873.82 and

**WHEREAS**, the Financial Officer has certified that sufficient funds are available for this expenditure from the One-Half Cent Fund,

**THEREFORE, BE IT RESOLVED**, that the apparent lowest, responsive and responsible bidder, Affordable Tree Services, is now awarded the bid based upon the total bid amount for the Muscle Shoals Fencing and Landscaping – Nathan Estates Retention Pond at the bid price of \$106,873.82.

**ADOPTED and APPROVED** this 2<sup>nd</sup> day of February 2026.

CITY OF MUSCLE SHOALS  
a Municipal Corporation

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Donnie Linley, Council President

ATTEST:

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Jalen Johnson, HR Director/Assistant City Clerk

STATE OF ALABAMA  
COUNTY OF COLBERT

**RESOLUTION NO. 3416-26**

**Rejecting the Bid of Pierce & Allred Construction, Inc. for Bid 002-26  
Due to Incomplete Required Paperwork, and Authorizing Negotiation with Pierce & Allred  
Construction, Inc. as the Single Bidder**

**WHEREAS**, pursuant to *Alabama Code § 41-16-50*, contracts for goods, services, supplies or materials involving \$30,000 or more shall be awarded under competitive sealed bidding to the lowest responsible and responsive bidder whose bid meets the requirements of the invitation to bid; and when only one bid is received, the governing authority may either readvertise for competitive bids or negotiate a price not greater than that bid; and

**WHEREAS**, the City of Muscle Shoals issued a public Invitation for Bids for Tile and Plaster at Cypress Lakes Pool, Kiddie Pool, and Fountain (Bid 002-26), with clear submission requirements including complete bid packet, Memorandum of Understanding, bid bond and Addendum 001; and

**WHEREAS**, at the bid opening on Thursday, January 29, 2026, only one bid, submitted by Pierce & Allred Construction, Inc., was received; and

**WHEREAS**, upon initial review, the bid submitted by Pierce & Allred Construction, Inc. was found to lack the following mandatory documentation required by the ITB: complete bid packet and Addendum 001, which renders the bid non-responsive under applicable competitive bidding requirements; and

**WHEREAS**, under Alabama's competitive bidding laws, a bid that fails to include required paperwork or otherwise conform in all material respects to the invitation for bids is non-responsive and may be rejected by the awarding authority; and

**WHEREAS**, under *Alabama Code § 41-16-50(a)(4)*, "If no bids or only one bid is received at the time stated in the advertisement for bids, the awarding authority may advertise for and seek other competitive bids, or the awarding authority may negotiate through the receipt of informal bids not subject to the requirements of this article. Where only one responsible and responsive bid has been received, any negotiation for the work shall be for a price lower than that bid"; and

**WHEREAS**, after due deliberation the City Council has determined it is in the best interest of the City to reject the non-responsive bid and authorize negotiation with Pierce & Allred Construction, Inc. to seek a negotiated price not greater than the original bid price, rather than readvertise the

solicitation; now, therefore,

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

1. That the bid submitted by Pierce & Allred Construction, Inc. on in response to ITB 002-26 for Tile & Plaster at Cypress Lakes Pool, Kiddie Pool, and Fountain, is hereby rejected as non-responsive due to the failure to submit all required paperwork and documentation as specified in the Invitation for Bids.
2. That the City Council hereby finds that only one bid was received and that readvertising for additional bids would likely delay the project and not substantially improve competition; and that it is therefore in the best interest of the City to pursue negotiation in accordance with *Alabama Code § 41-16-50(a)(4)*.
3. That the Council hereby authorizes the Procurement Officer to negotiate with Pierce & Allred Construction, Inc., the sole bidder determined to be responsible and responsive upon correction of the paperwork deficiencies, to achieve the best and most favorable pricing and terms for the City, provided that any negotiated price shall be no greater than the original submitted bid price, and subject to final approval of this Council.
4. That upon completion of negotiation, the City Administrator shall report back to the City Council with the results and proposed contract documents for Council approval in a future meeting.
5. That this Resolution shall become effective upon its adoption by the City Council.

**ADOPTED AND APPROVED** this the 2<sup>nd</sup> day of February 2026.

CITY OF MUSCLE SHOALS  
a Municipal Corporation

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Donnie Linley, Council President

ATTEST:

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Jalen Johnson, HR Director/Assistant City Clerk

**STATE OF ALABAMA**

**COLBERT COUNTY**

**RESOLUTION No. - 3417-26**

**A RESOLUTION AUTHORIZING THE DONATION OF CERTAIN SURPLUS FIRE DEPARTMENT EQUIPMENT**

**WHEREAS**, the City of Muscle Shoals Fire Department has determined that certain fire department equipment is surplus to its operational needs; and

**WHEREAS**, said equipment remains functional and may be beneficial to other local entities in support of emergency response and public safety efforts; and

**WHEREAS**, the City Council of the City of Muscle Shoals finds that the donation of surplus fire department equipment to local entities serves a valid public purpose and is in the best interest of the City and its citizens; and

**WHEREAS**, Alabama law authorizes municipalities to donate surplus personal property when such donation serves the public interest.

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

**SECTION 1.** That the City Council hereby authorizes the donation of the following surplus fire department equipment to the following recipients.

- Breathing Air Fill Station & Breathing Air Module to Mid Lauderdale Volunteer Fire of Florence
- Breathing Air-Fill Station Trailer to Colbert EMA of Tuscumbia

**SECTION 2.** That the Fire Chief, or his designee, is hereby authorized to take all necessary actions to effectuate the donation and transfer of the equipment described above.

**SECTION 3.** That all equipment shall be transferred "AS IS," without warranty or representation of any kind, express or implied.

**SECTION 4.** That this resolution shall become effective immediately upon its adoption.

**ADOPTED AND APPROVED** this 2<sup>nd</sup> day of February 2026.

CITY OF MUSCLE SHOALS  
a Municipal Corporation

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Donnie Linley, Council President

ATTEST:

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Jalen Johnson, HR Director/Assistant City Clerk

CITY OF MUSCLE SHOALS  
P.O. BOX 2624  
MUSCLE SHOALS, ALABAMA 35662-2624

Application for Appointment/Reappointment to Civil Service Board.

Name Brian Barton

Address 612 Clark St MS AL

Telephone  
Home/Business 256 412-0969

1) List qualifications you possess that will be beneficial to this board: Attach resume if desired.

Water Board employee

Small business owner

Very familiar with the procedures, operations, etc

2) Are there any conflicts that will prevent you from attending board meetings:

No

3) List any immediate family members (spouse, child, brother, sister, parents) employed under the jurisdiction of this board (Civil Service Board also includes mother/father-in-law, grandparents, brother/sister-in-law, nephew, niece, aunt, uncle):

None

4) Are you registered to vote in the City of Muscle Shoals? Yes  No

Voting location: Park & Rec

Please provide three references not related to you

Name Telephone Number

James Vance 256-386-9260

Matt Bernhauer 256-386-9290

Dr. Patrick Dougherty 256-436-1290

Brian Barton 1/30/2026

SIGNATURE OF APPLICANT

DATE

Revised 6/2/06

CITY OF MUSCLE SHOALS  
P.O. BOX 2624  
MUSCLE SHOALS, ALABAMA 35662-2624

Application for Appointment/Reappointment to Civil Service Board.

Name Donnie Allen

Address 2112 Robbie Ave.

Telephone  
Home/Business 256-383-3496 / Cell 256-810-0255

1) List qualifications you possess that will be beneficial to this board: Attach resume if desired.

Past board experience.  
Hiring for my personal business.  
Willing to serve.

2) Are there any conflicts that will prevent you from attending board meetings:

No

3) List any immediate family members (spouse, child, brother, sister, parents) employed under the jurisdiction of this board (Civil Service Board also includes mother/father-in-law, grandparents, brother/sister-in-law, nephew, niece, aunt, uncle):

None

4) Are you registered to vote in the City of Muscle Shoals? Yes  No

Voting location: Grace Life Church

Please provide three references not related to you

Name	Telephone Number
<u>Larry D. Whitehead</u>	<u>256-710-3365</u>
<u>Daniel Rosser</u>	<u>256-335-0416</u>
<u>Janet Abernathy</u>	<u>256-762-6985</u>

Don Allen  
SIGNATURE OF APPLICANT

1/26/26  
DATE

CITY OF MUSCLE SHOALS  
P.O. BOX 2624  
MUSCLE SHOALS, ALABAMA 35662-2624

Application for Appointment/Reappointment to Civil Service Board.

Name Weston Sherrill

Address 405 Madison Ave. Muscle Shoals, AL 35661

Telephone  
Home/Business 256-366-8532

1) List qualifications you possess that will be beneficial to this board: Attach resume if desired.

Please see attachment

2) Are there any conflicts that will prevent you from attending board meetings:

No

3) List any immediate family members (spouse, child, brother, sister, parents) employed under the jurisdiction of this board (Civil Service Board also includes mother/father-in-law, grandparents, brother/sister-in-law, nephew, niece, aunt, uncle):

None

4) Are you registered to vote in the City of Muscle Shoals? Yes  No

Voting location: Woodward Avenue Baptist Church

Please provide three references not related to you

Name	Telephone Number
<u>Keith Murphy</u>	<u>256-762-3444</u>
<u>Butch Whitehead</u>	<u>256-710-3365</u>
<u>Rodney Howard</u>	<u>256-810-0600</u>

Weston Sherrill  
SIGNATURE OF APPLICANT

1-20-26  
DATE

- **Business Ownership & Management Experience** – As a business owner, I have direct experience with hiring, employee management, performance evaluation, and disciplinary decisions, giving me a practical understanding of both employer and employee perspectives.
- **Fair and Impartial Judgment** – I approach decisions with an unbiased mindset, carefully evaluating facts and policies rather than personal opinions, relationships, or external pressure.
- **Critical Thinking & Sound Decision-Making** – I am able to assess complex situations, weigh multiple viewpoints, and apply established rules and procedures to reach well-reasoned conclusions.
- **Commitment to Due Process** – I value fairness, consistency, and transparency, and understand the importance of protecting employee rights while also maintaining accountability.
- **Integrity Under Pressure** – I am not easily influenced by public, political, or personal pressure and can make decisions based on what is appropriate, lawful, and in the best interest of the municipality.

## Jalen Johnson

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**From:** John Hyde  
**Sent:** Friday, January 30, 2026 7:10 AM  
**To:** Jalen Johnson  
**Subject:** Work session for council meeting.

Jalen,

For the upcoming work session, I would like to provide a few updates for everyone.

First, we are planning to send between seven and nine firefighters to EMT-Advanced training in March. This training will not cost the City any money. We currently have a credit with the Alabama Fire College that was accrued through our status as a Regional Training Facility and from hosting multiple classes at our training site. We will be using that credit to cover the cost of this training.

Additionally, I wanted to let everyone know that we are getting close to presenting our plans for the burn building at the Training Center. We have reviewed several different designs and are gathering ideas to determine what will best meet our department's needs. While nothing has been finalized yet, the project is actively being worked on, and we wanted to provide an update.

Lastly, I am not sure whether I need to present the air machines that we are giving away, or if Kym will be handling that portion of the agenda. She is currently working on the resolution related to the air machines.

Thank you, and please let me know if you need anything further from me.

Chief Hyde  
Fire Chief

ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD  
ADMINISTRATIVE CODE

CHAPTER 20-X-33  
LICENSURE OF CONSUMABLE HEMP PRODUCTS

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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.