



AGENDA
CITY COUNCIL MEETING
April 6, 2026

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation/Pledge of Allegiance**
- 4. Approval of minutes:**
 - A. March 16, 2026 Council Meeting Minutes
- 5. Mayor's comments:**
- 6. Comments of the public:**
- 7. Reports of Officers:**
 - A. Brittney Walker, City Clerk, will present a proposal to implement the CivicPlus website platform to improve the City's online services, accessibility, and communication with residents. Council approval is requested.
 - B. Discussion by Ryan Kennedy regarding proposed equipment purchases for the Public Works Department, including a mini excavator, garbage truck, leaf truck, street sweeper, and sidewalk cleaning equipment, with funding proposed from General Fund reserves.
 - C. Discussion by Jazmin Castro-Rodriguez regarding proposal to upgrade the City's accounting software to OpenGov
 - D. Fire Department Proposal: Consideration of Fire Department recommendation for construction of a new Class A burn building training facility.
 - E. Building Official Proposal: Discussion regarding proposed updates to building requirements and elevation standards for new construction.
- 8. Hearing on petitions, applications, appeals communications, etc.:**
 - A. Public hearing for consideration of liquor license application submitted by ABJ26 INC d/b/a 4G Liquor 2 for a Lounge Retail Liquor License – Class II (Package), located at 2526 Avalon Avenue, Suite 2
- 9. Financial reports:**
- 10. Resolutions, ordinances, orders & other business:**

- A. Resolution for vacation of streets and alleys in Commercial Heights Subdivision (Electric Board)
- B. Consideration of an ordinance amending Chapter 122 (Zoning) to update housing definitions, residential standards, permitted uses, and related regulations.
- C. Consideration of resolution confirming and ratifying the appropriation of a portion of City sales and use tax revenues to the Muscle Shoals City Board of Education for public school purposes.
- D. Consideration of resolution authorizing execution of services agreement with Avenu Insights & Analytics, LLC for business license discovery and recovery services.
- E. Consideration of resolution authorizing execution of services agreement with Neumo Group, LLC for tax revenue administration services.
- F. Consideration of resolution authorizing sole source purchase of a burn building for the Fire Department
- G. Consideration of resolution authorizing the purchase of a garbage truck and GPS/camera system for the Public Works Department, with funding to be appropriated from General Fund reserves
- H. Consideration of an ordinance annexing property owned by Covenant Drive Storage, LLC, located at 4310 Highway 43 South, into the corporate limits of the City of Muscle Shoals
- I. Consideration of resolution approving Fire and Police Department employee pay proposals as presented

Adjourn.

Next meeting: Monday April 20, 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.

A. Appointed Vacancies:

The City of Muscle Shoals is now accepting applications from qualified residents for membership on the following municipal boards:

Board	Term	Term Ending
Board of Education	5 years	June 2031
North Alabama Gas District	6 years	May 2032

Application Deadline: April 16, 2025

Applications are available at the City Clerk's Office in City Hall, located at 2010 East Avalon Avenue, or online at www.cityofmuscleshoals.com.

Work Session Agenda

April 6, 2026 5:00 PM

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.

- A. Discussion by Chad Holden regarding the proposed Airport Ballfields project, including ADECA grant requirements, potential long-term lease, and transfer of field control to Muscle Shoals City Schools.
- B. Chuck Branch Request: Discussion by Chuck Branch regarding next site proposal.

CITY OF MUSCLE SHOALS
CITY COUNCIL MEETING MINUTES
March 16, 2026

1. Call to Order

The meeting was called to order by Council President Donnie Linley, who presided.

2. Roll Call

The roll was called by City Clerk Brittney Walker.

Present:

Hall

Clark

Thompson

Sockwell

Linley

Absent:

None

Also Present:

Mayor Billy Hudson, department heads, city staff, and members of the public

3. Invocation / Pledge of Allegiance

The invocation was given by Dr. Chad Holden.

The Pledge of Allegiance was led by Council President Donnie Linley.

4. Approval of Minutes

A. March 2, 2026 Council Meeting Minutes

Motion by Chris Hall

Second by Gina Clark

Vote: All Ayes

Motion carried.

5. Mayor's Comments

Mayor Hudson made comments and welcomed those in attendance.

6. Comments of the Public

7. Reports of Officers

Chief Reck and Chief Hyde presented a proposal for pay increases for public safety personnel.

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

9. Financial Reports

10. Resolutions, Ordinances, Orders & Other Business

A. Ordinance – Annexation (4310 Highway 43 South)

First reading only. No action taken.

B. Resolution – Vacation of Streets and Alleys (Highland Park Subdivision Plat 14)

Motion by Willis Thompson

Second by Ken Sockwell

Vote: All Ayes

Motion carried.

STATE OF ALABAMA

COLBERT COUNTY

RESOLUTION NUMBER 3428-26

WHEREAS, Covenant Drive Storage, LLC, an Alabama limited liability company, and ROBBINS, LLC, an Alabama limited liability company, hereinafter collectively called Petitioners, being the only owners of those certain lots in HIGHLAND PARK SUBDIVISION PLAT NUMBER FOURTEEN, a subdivision in Colbert County, Alabama, known and designated according to the map of said subdivision recorded in the Office of the Judge of Probate of Colbert County, Alabama, in Map Book 2, Page 125, that abut the streets and alleys hereinafter set out; said Petitioners being desirous of vacating the hereinafter described streets and alleys, have presented their signed Petition and Declaration of Vacation of said streets and alleys to the City Council of the City of Muscle Shoals, Alabama, a municipal corporation, for its consideration, assent and approval; and

WHEREAS, the streets and alleys to be vacated are more particularly described as follows:

Tract I:

A portion of a 50' wide right of way, lying within Highland Park Subdivision Plat Number Fourteen, as recorded in Map Book 2, Page 125, in the Office of the Judge of Probate, Colbert County, Alabama, being North of a line from the Northeast corner of Lot 172 to the Northeast corner of Lot 213, said tract of land is subject to any and all easements or restrictions of record or unrecorded affecting said property.

Tract II:

A portion of a 50' wide right of way, lying within Highland Park Subdivision Plat Number Fourteen, as recorded in Map Book 2, Page 125, in the Office of the Judge of Probate, Colbert County, Alabama, being East of a line from the Southwest corner of Lot 176 and the Northwest corner of Lot 177 and West of a line from the Southeast corner of Lot 212 and the Northeast corner of Lot 205, said tract of land is subject to any and all easements or restrictions of record or unrecorded affecting said property.

Tract III:

A portion of a 50' wide right of way, lying within Highland Park Subdivision Plat Number Fourteen, as recorded in Map Book 2, Page 125, in the Office of the Judge of Probate, Colbert County, Alabama, being East of a line from the Southwest corner of Lot 184 and the Northwest corner of Lot 185 and West of a line from the Southeast corner of Lot 203 and the Northeast corner of Lot 198, said tract of land is subject to any and all easements or restrictions of record or unrecorded affecting said property.

Tract IV:

A portion of a 30' wide right of way, lying within Highland Park Subdivision Plat Number Fourteen, as recorded in Map Book 2, Page 125, in the Office of the Judge of Probate, Colbert County, Alabama, being South of a line from the Southwest corner of Lot 192 to the Southeast corner of Lot 196, said tract of land is subject to any and all easements or restrictions of record or unrecorded affecting said property.

Tract V:

A portion of a 66' wide right of way, lying within Highland Park Subdivision Plat Number Fourteen, as recorded in Map Book 2, Page 125, in the Office of the Judge of Probate, Colbert County, Alabama, with boundaries as described in the official plat, said tract of land is subject to any and all easements or restrictions of record or unrecorded affecting said property.

Tract VI:

Those portions of an 18' wide right of way particularly described in the official plat, subject to all easements and restrictions of record.

Tract VII:

Those portions of an 18' wide right of way particularly described in the official plat, subject to all easements and restrictions of record.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Muscle Shoals, Alabama, that the assent of the City Council of the City of Muscle Shoals, Alabama be and the same is hereby given and granted to the vacation of the streets and alleys herein above described.

BE IT FURTHER RESOLVED that the City of Muscle Shoals, Alabama, a municipal corporation, remise, release, and quit-claim whatever right, title and interest it may have acquired in and to the above described property.

PASSED AND ADOPTED on this the 16th day of March, 2026.

C. Resolution – Muscle Shoals High School Band 60th Anniversary

Motion by Gina Clark

Second by Chris Hall

Vote: All Ayes

Motion carried.

RESOLUTION NO. 3427-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSCLE SHOALS, ALABAMA, HONORING AND CELEBRATING THE 60TH ANNIVERSARY OF THE MUSCLE SHOALS HIGH SCHOOL BAND PROGRAM

WHEREAS, the Muscle Shoals High School Band Program was organized in 1965 under the direction of Charles R. Stratford, establishing a tradition of excellence that has endured for six decades; and

WHEREAS, in its sixty-year history, the program has been guided by only five Head Directors—Charles Stratford, Dexter Greenhaw, Pat Stegall, David Waters, and Jessica Hood—each of whom has faithfully upheld and strengthened the program's proud legacy; and

WHEREAS, the Muscle Shoals High School Band has consistently represented a high degree of musicianship and continues to serve as a model for band programs throughout the State of Alabama; and

WHEREAS, the band has received recognition for its musical achievements at the local, statewide, regional, national, and international levels; and

WHEREAS, the program has consistently produced student musicians of the highest caliber, with many earning positions in local, state, and national honor ensembles; and

WHEREAS, the band has been invited to perform at numerous state conferences and workshops, serving as an exemplary model for other band programs; and

WHEREAS, for sixty years, the Muscle Shoals High School Band Program has provided entertaining and inspiring half-time performances and concerts at home and throughout the state and region; and

WHEREAS, the band has received widespread acclaim in competitive events and festivals since its inception and continues to bring home accolades each year, demonstrating the highest standards of excellence, including over 30 consecutive years of Superior Ratings in concert band, 60 years of consistent Superior Ratings in marching band, four back-to-back Bands of America Class Championships, three Grand Champion Awards at the Vanderbilt Marching Invitational, numerous additional Grand Champion awards, and four Alabama Marching Band Championships; and

WHEREAS, throughout its history, many student musicians from the program have pursued distinguished careers as music educators and performers, including the current Director, Jessica Hood;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Muscle Shoals, Alabama, that the Council hereby honors and celebrates the 60th Anniversary of the Muscle Shoals High School Band Program, recognizing its extraordinary legacy of excellence, leadership, service, and commitment to the students and citizens of Muscle Shoals; and

BE IT FURTHER RESOLVED that the Muscle Shoals City Council extends its sincere appreciation to the directors, students, alumni, parents, and supporters—past and present—whose dedication has made the Muscle Shoals High School Band Program a source of pride for the City of Muscle Shoals for sixty years.

ADOPTED AND APPROVED this 16th day of March, 2026.

D. Resolution – Appointment of City Attorney

Motion by Gina Clark

Second by Chris Hall

Roll Call Vote:

Hall – Yes

Clark – Yes

Thompson – Yes

Sockwell – Yes

Linley – Yes

Motion carried.

Mark S. Boardman, of Boardman, Carr, Petelos, Watkins, Ogle & Howard, P.C., was appointed City Attorney.

RESOLUTION NO. 3426-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MUSCLE SHOALS, ALABAMA, APPOINTING A CITY ATTORNEY FOR THE CITY OF MUSCLE SHOALS

WHEREAS, the City of Muscle Shoals requires legal representation to advise and assist the Mayor, City Council, and municipal departments in matters relating to municipal law, contracts, ordinances, litigation, and other legal matters affecting the City; and

WHEREAS, the City Council of the City of Muscle Shoals is authorized under the laws of the State of Alabama to appoint a City Attorney to represent and provide legal services to the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to appoint a qualified attorney to serve as City Attorney for the City of Muscle Shoals;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Muscle Shoals, Alabama, that Mark S. Boardman, of BOARDMAN, CARR, PETELOS, WATKINS, OGLE & HOWARD, P.C. is hereby appointed to serve as City Attorney for the City of Muscle Shoals;

BE IT FURTHER RESOLVED that the City Attorney shall represent the City in legal matters as requested by the Mayor and City Council and shall perform such duties as required by Alabama law, municipal ordinance, and direction of the governing body; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute any agreement or contract necessary to formalize the appointment and compensation of the City Attorney consistent with the approval of the City Council.

ADOPTED AND APPROVED this 16th day of March, 2026.

E. Resolution – ADECA RTP (Airport Sportsplex Walking Trail)

Item tabled.

F. Resolution – Appointment to Colbert County Convention and Tourism Board (Unexpired Term Ending October 2026)

Motion by Gina Clark

Second by Chris Hall

Roll Call Vote:

Hall – April Barton

Clark – April Barton

Thompson – April Barton

Sockwell – April Barton

Linley – April Barton

Motion carried.

April Barton was appointed to the Colbert County Convention and Tourism Board.

STATE OF ALABAMA

COLBERT COUNTY

Resolution No. 3425-26

WHEREAS, a vacancy exists on the Colbert County Convention and Tourism Board for an unexpired term ending October 2026, 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 were solicited for a member to said board;

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

April B. Barton

Donnie Allen

Wes Sherrill

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

Council Member Hall: April B. Barton

Council Member Clark: April B. Barton

Council Member Sockwell: April B. Barton

Council Member Thompson: April B. Barton

Council Member Linley: April B. Barton

WHEREAS, Council President Linley announced that April B. Barton had received a majority of the votes cast;

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

APPOINTEE	BOARD	EXPIRATION OF TERM
April B. Barton	Colbert County Convention and Tourism Board	October 2026

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 16th day of March, 2026.

Adjournment

Motion to adjourn by Willis Thompson

Meeting adjourned at 6:23 p.m.

Attest

CITY OF MUSCLE SHOALS, ALABAMA

A Municipal Corporation

Council Member – Place One

Council Member – Place Two

Council Member – Place Three

Council Member – Place Four

Council Member – Place Five

ATTEST:

Brittney Walker, City Clerk/Treasurer

**CITY OF MUSCLE SHOALS
CITY COUNCIL WORK SESSION MINUTES
March 16, 2026**

The City Council of the City of Muscle Shoals, Alabama conducted a work session on March 16, 2026, at 5:00 p.m. at City Hall, 2010 East Avalon Avenue, Muscle Shoals, Alabama.

Council President Donnie Linley presided.

A. Interviews for the Colbert County Tourism Board

The Council conducted interviews for applicants seeking appointment to the Colbert County Convention and Tourism Board.

Applicants were present and interviewed by the Council.

B. Presentation by the Fire Chief

The Fire Chief recognized a member of the Muscle Shoals Fire Department for outstanding service.

A Life Saving Award was presented to a firefighter for actions taken on January 27, 2026, in which the individual responded to a medical emergency while off duty, administered CPR, and assisted in saving the life of a citizen.

C. Airport Ballfields Project – Dr. Chad Holden

Item was not discussed and will be brought back for discussion at a future council meeting.

D. James W. Bobo, II – Steenson Hollow Marina Update

Mr. Bobo provided an update regarding the Steenson Hollow Marina project, including:

- Recent acquisition of the marina property
- Planned improvements to docks and facilities
- Expansion to include additional boat slips and dry storage
- Installation of fuel services
- Development of a waterfront restaurant
- Future plans for residential development on adjacent property

Council members discussed timelines and project scope.

E. Cypress Lakes Pool Update – Dawn Woodall

The Parks and Recreation Director reported that:

- Pressure testing revealed leaks in the pool system
- Repairs would require significant investment
- Options include full renovation or future redevelopment

Council discussed potential next steps and public impact.

F. William Underwood – Public Comment

Mr. Underwood addressed the Council regarding:

- The August 19, 2024 council meeting
- The solar farm project
- Funding related to the Sportsplex

Concerns were expressed regarding the use of funds and prior council actions.

Attest

CITY OF MUSCLE SHOALS, ALABAMA
A Municipal Corporation

Council Member – Place One

Council Member – Place Two

Council Member – Place Three

Council Member – Place Four

Council Member – Place Five

Brittney Walker, City Clerk/Treasurer



MUSCLE SHOALS FIRE DEPARTMENT

POST OFFICE BOX 2624 • 1002 EAST AVALON AVENUE

MUSCLE SHOALS, ALABAMA 35662

www.cityofmuscleshoals.com

256.386.9230



Recommendation for Selection of Forge Fire & Company Burn Building

Our department strongly recommends the selection of Forge Fire & Company for the construction of our new Class A burn building. This recommendation is based on their ability to provide advanced modular training features and specialized props that are not currently offered by any other manufacturer, and which are critical to meeting our operational training needs.

Forge Fire & Company is the only vendor offering a fully modular, interchangeable bolt-in prop system for Class A training structures. This system provides significant long-term advantages, including the ability to quickly replace damaged components, expand training capabilities as funding becomes available, modify building layouts over time, and reduce overall maintenance costs.

A key requirement for our department is the inclusion of forcible entry training doors with capabilities exclusive to the Alpha Elite Door system. This system enables a wide range of realistic training scenarios, including adjustable door resistance to simulate residential through commercial conditions, hinge-cutting and lock-pulling techniques, panic bar and drop-bar breaching, through-the-lock operations, rebar cutting, and padlock breaching. Additionally, the system supports the use of replaceable real doors, further enhancing training realism. No other manufacturer provides all of these features within a single integrated prop.

Forge Fire & Company is also the only manufacturer offering a roof ventilation prop equipped with a multiple rafter support system, a punch-through drywall ceiling, and quick-connect lifting wheels. This prop also supports vent-over training operations, allowing firefighters to safely practice realistic vertical ventilation techniques that reflect modern fireground conditions.

Based on these exclusive capabilities and their forward-thinking modular design approach, Forge Fire & Company is the only vendor capable of meeting both the current and future training requirements of our department.

Respectfully submitted,

John Hyde

Fire Chief

Muscle Shoals Fire Department

Addition to sec 122-35 of muscle shoals code - Application for building permit.

Engineered Plot Plans submitted for building permit to include.

On non curb and gutter lots.

1. Driveway drainage pipe size for adequate drainage.
2. Invert elevation of drainage pipe
3. Invert elevations on upstream and downstream drainage pipes.
4. Road elevation and new construction finished floor elevation.
5. The finished floor elevation of new construction to be set at a minimum of 12" above the adjacent road elevation in non-flood zones unless otherwise approved by building official.

On curb and gutter lots.

1. Road elevation and new home finish floor elevation.
2. The finished floor elevation of new construction to be set at a minimum of 12" above the adjacent road elevation in non- flood zones unless otherwise approved by the building official.

Lots in flood zones.

1. Refer to sec 42 of muscle shoals code for new construction finished floor elevation.

Sec. 122-35. - Application for building permit.

- (a) Each application to the building inspector for a building permit shall be accompanied by plot plans in duplicate showing:
 - (1) A statement of intended use.
 - (2) The actual dimensions of the lot to be built upon.
 - (3) The size of the building to be erected.
 - (4) The location of the building on the lot.
 - (5) The location of existing structures on the lot, if any.
 - (6) The number of dwelling units the building is designed to accommodate.
 - (7) The approximate setback lines of buildings on adjoining lots.
 - (8) Such other information as may be essential for determining whether the provisions of this chapter are being observed.
- (b) Any building permit issued shall become invalid unless the work authorized by it shall have been commenced within six months of its date of issue or if the work authorized by it is suspended or abandoned for a period of one year.

(Code 1979, ch. 40, § 7(3))



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
LICENSING - DIVISION E
235-B AZALEA DRIVE
FLORENCE, ALABAMA
PHONE: (256) 764-2435
FAX: (256) 766-1793
teresa.bishop@abc.alabama.gov



TO THE LOCAL GOVERNING AUTHORITY:

This applicant has been instructed to submit this application to you (the local governing authority).

Once the local governing body has voted and a decision has been reached, please forward a letter of approval or denial on your letterhead to our office or have the applicant pick it up.

The information on the first page of the application will need to be on the decision letter.

1. Applicant: (This will be a corporation, LLC, partnership or individual)
2. Trade Name
3. Location Address
4. Type of License
5. Approved or Denied
6. Date of Approval or Denial

EXAMPLES:

Please be advised that the enclosed application for a Lounge Retail Liquor License-Class I-Joe's Bar and Grill, LLC d/b/a Joe's Bar and Grill, 1234 County Road 27, Greenville, was APPROVED during today's regular session of the Butler County Commission.

OR

Please be advised that the enclosed application for an Off Premise Beer License - Joe Smith d/b/a Riders Convenience Store, 567 Main Street, Georgiana, was DENIED during today's regular session of the Georgiana City Council Meeting.

TO THE APPLICANT:

By signing below, I acknowledge that I have been instructed by the ABC Board Licensing and Compliance Office to submit this alcohol application to the local governing authority for their consideration.

Once the decision has been reached and a letter approving or denying the application has been processed, it is my responsibility to get this and any other documents required to the ABC Enforcement Office to complete my application.

I also acknowledge there is a 60 DAY TIME LIMIT for obtaining approval and having all support documents needed to process my application back to the ABC Enforcement Office.

THIS DATE STARTS THE 60 DAY PERIOD: 2/25/26

[Signature]
Applicant or Representative for Applicant

48 Liquor #2
Trade Name of Location



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260225142614294



Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS

State:

County:

Trade Name: 4G LIQUOR 2

Filing Fee:

Applicant: ABJI26 INC

Transfer Fee: \$100.00

Location Address: 2526 AVALON AVE; STE 2 MUSCLE SHOALS, AL 35661

Mailing Address: 2526 AVALON AVE MUSCLE SHOALS, AL 35661

County: COLBERT

Tobacco sales: YES

Tobacco Vending Machines:

Product Type: 03

Type Ownership: CORPORATION

Book, Page, or Document info: 001-221-327

Do you sell Draft Beer?: N/A

Date Incorporated: 11/21/2025

State incorporated: AL

County Incorporated:

Date of Authority:

Federal Tax ID: 412738614

Alabama State Sales Tax ID: R012738165

Name:	Title:	Date and Place of Birth:	Residence Address:
PARESHKUMAR MANUBHAI PATEL 8251087 - AL	OWNER	05/02/1974 AHMEDABAD INDIA	115 PLANTATION SPRINGS DRIVE FLORENCE, AL 35630
PARAMJEET KAUR 1079304 - AL	OWNER	06/20/1968 INDIA	109 SHANE DRIVE MUSCLE SHOALS, AL 35661

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260225142614294



Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: PARESHKUMAR PATEL
Business Phone: 256-394-8038
Fax:

Home Phone: 256-394-8038
Cell Phone:
E-mail: abjl26inc@gmail.com

PREVIOUS LICENSE INFORMATION:
Trade Name: PARADISE PACKAGE STORE 1
Applicant: SINGH G CORPORATION

Previous Vendor Number: 100410



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260225142614294



If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: SINGH G CORPORATION 805-304-7955

What is lessors primary business? GAS STATION

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 1950

Display Square Footage:

Building seating capacity: 0

Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE

License covers: PORTION OF

Number of licenses in the vicinity:

Nearest:

Nearest school:

Nearest church:

Nearest residence:

Location is within: CITY/TOWN LIMITS

Police protection: CITY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260225142614294



Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260225142614294



Initial each

Py

In reference to law violations, I attest to the truthfulness of the responses given within the application.

Py

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

Py

In reference to ACT No. 80-529, I understand that If my application is denied or discontinued, I will not be refunded the filing fee required by this application.

N/A

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

N/A

In reference to the Club Application Information, I attest to the truthfulness of the responses given within the application.

Py

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

Py

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), 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.

Py

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

Py

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): PARESHKUMAR PATEL

Notary Name (print): TERESA BISHOP

Signature of Applicant:

P. Patel

Notary Signature:

Teresa Bishop

Commission expires: 01/10/27

Application Taken: 02/25/26 App. Inv. Completed:

Submitted to Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**

**ALCOHOL LICENSE APPLICATION
Confirmation Number: 20260225142614294**



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members? N/A

Number of paid up members:

Are meetings regularly held? N/A

How often?

Is business conducted through officers regularly elected? N/A

Are members admitted by written application, investigation, and ballot? N/A

Has Agent verified membership applications for each member listed? N/A

Has at least 10% of members listed been confirmed and highlighted? N/A

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members? N/A

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership? N/A

Special Retail

Is it for 30 days or less? N/A

More than 30 days? N/A

Franchisee or Concessionaire of above? N/A

Other valid responsible organization: N/A

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date:

Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: SEE ATTACHED

Receipt Confirmation Page

Receipt Confirmation Number: 20260225142614294
Application Payment Confirmation Number: 116413144

Payment Summary	
Payment Item	Fee
Transfer Fee for License 011 and 990	\$100.00
Total Amount to be Charged	\$100.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
License Type 2: 990 - TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS
License Type 3:
License Type 4:
License Type 5:
License Type 6:
License Type 7:
License Type 8:
License Type 9:
License Type 10:
License County: COLBERT
Business Type: CORPORATION
Trade Name: 4G LIQUOR 2
Applicant Name: ABJI26 INC
Location Address: 2526 AVALON AVE; STE 2
MUSCLE SHOALS, AL 35661
Mailing Address: 2526 AVALON AVE
MUSCLE SHOALS, AL 35661
Contact Person: Contact PARESHKUMAR PATEL
Home Phone: Contact 256-394-8038
Business Phone: Contact 256-394-8038
Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20260225142614294



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
SINGH G CORPORATION
Address: 2526 AVALON AVENUE
MUSCLE SHOALS, AL 35661
Telephone: 805-304-7955

NEW APPLICANT:
ABJI26 INC
Address: 2526 AVALON AVE
MUSCLE SHOALS, AL 35661
Telephone: 256-394-8038

Current License No: 100410

LICENSED PREMISES ADDRESS: 2526 AVALON AVE; STE 2 MUSCLE SHOALS, AL 35661

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 25th day of FEBRUARY, 2026.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Avtar Singh
Print Name: AVTAR SINGH
Title: MEMBER PF SINGH G CORPORATION

Paresh
Print Name: PARESHKUMAR PATEL
Title: MEMBER OF ABJI26 INC

WITNESS: (By ABC Enforcement)
Revised 9/08

Lisa Bishop

CITY OF MUSCLE SHOALS

POST OFFICE BOX 2624 • MUSCLE SHOALS, ALABAMA 35662

256.383.5675 • Fax 256.386.9201

www.cityofmuscleshoals.com

MIKE LOCKHART

Mayor

BRITTNEY WALKER

City Clerk

City of Muscle Shoals Request for Vacation or Abatement of Right of Way Easement

Applicant's Name Muscle Shoals Electric Board Date 2/23/26

Address 1015 Avalon Ave

Phone # (256) 762-4565

Description of right of way on easement (include Colbert county tax map or subdivision plat to all departments).

see attached

Reason for request:

To install solar generation.

This request is (approved, approved with modifications, disapproval for reason stated by planning commission).


Planning Commission Chairman

Utility Department Review of Proposed Vacation of Abandonment

Approval

MB

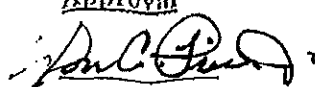
Objections

Electric Department
1015 Avalon Avenue
Muscle Shoals, AL 35661
(256)-386-9290
Mr. Matt Bernauer

Comments: _____

Council Members

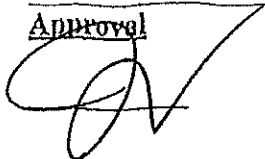
GINA CLARK • CHRIS HALL • DAVID MOORE • KEN SOCKWELL • WILLIS THOMPSON

Approval


Objections

City Engineer
Civil Group
(256)-320-5082
919 Avalon Avenue Ste.B
Mr. Brad Williams

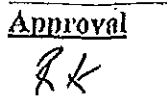
Comments: _____

Approval


Objections

Water Department
2210 Second Street
Muscle Shoals, AL 35661
(256)-386-9260
Mr. James Vance

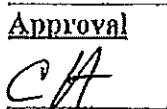
Comments: _____

Approval


Objections

Street Department
214 Industrial Drive
Muscle Shoals, AL 35661
(256)-386-9250
Mr. Butch Fleming

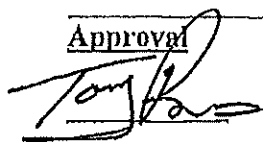
Comments: _____

Approval


Objections

Fire Department
1002 Avalon Avenue
Muscle Shoals, AL 35661
(256)-386-9231
Mr. Shawn Malone

Comments: _____

Approval


Objections

North Alabama Gas
602 Dearborn Avenue
Muscle Shoals, AL 35661
(256)-383-3306
Mr. Steve Oliver

Comments: _____

Approval


Objections

Police Department
1000 Avalon Avenue
Muscle Shoals, AL 35661
(256)-383-6746
Mr. Clint Reck

Comments: _____

STATE OF ALABAMA)
)
COLBERT COUNTY)

QUITCLAIM DEED

WHEREAS, The Electric Board of the City of Muscle Shoals, Alabama, an Alabama public corporation, is the owner of the property abutting the streets and alleys hereinafter described and;

WHEREAS, the City of Muscle Shoals is now desirous of having title to the hereinafter described real property conveyed to the abutting landowner.

NOW THEREFORE, in consideration of the premises and the sum of \$1.00 this day paid by The Electric Board of the City of Muscle Shoals, Alabama, an Alabama public corporation, the Grantee, the receipt of which is hereby acknowledged, the undersigned Grantor, City of Muscle Shoals, Alabama, a municipal corporation, does hereby remise, release, quitclaim and convey unto The Electric Board of the City of Muscle Shoals, Alabama, an Alabama public corporation, the following described property situated in Muscle Shoals, Colbert County, Alabama:

Tract I:

All that portion of that certain twenty (20) foot alleyway lying East of a line extended from the Southwest corner of Lot 1, Block 3, Commercial Heights Subdivision to the Northwest corner of Lot 40, Block 3, Commercial Heights Subdivision and lying West of a line extended from the Southeast corner of Lot 20, Block 3, Commercial Heights Subdivision to the Northeast corner of Lot 21, Block 3, Commercial Heights Subdivision.

Tract II:

All of Broadway Street lying East of a line extended from the Southwest corner of Lot 40, Block 6, Commercial Heights Subdivision to the Northwest corner of Lot 1, Block 3, Commercial Heights Subdivision and lying West of a line extended from the Southeast corner of Lot 21, Block 6, Commercial Heights Subdivision to the Northeast corner of Lot 20, Block 3, Commercial Heights Subdivision.

Tract III:

All that portion of that certain twenty (20) foot alleyway lying East of a line extended

from the Southwest corner of Lot 1, Block 6, Commercial Heights Subdivision to the Northwest corner of Lot 40, Block 6, Commercial Heights Subdivision and lying West of a line extended from the Southeast corner of Lot 20, Block 6, Commercial Heights Subdivision to the Northeast corner of Lot 21, Block 6, Commercial Heights Subdivision.

Tract IV:

The South half of that certain portion of Main Street being particularly described as follows: Begin at a point on the Northwest corner of Lot 13, Block 5, Commercial Heights Subdivision; thence North thirty (30) feet to a point; thence East to a point lying thirty (30) feet north of the Northeast corner of Lot 47, Block 5, Commercial Heights Subdivision; continuing East across and including Detroit Street to a point lying thirty (30) feet north and ten (10) feet east of the Northeast corner of Lot 20, Block 6; thence South thirty (30) feet to a point; thence West ten (10) feet to the Northeast corner of Lot 20, Block 6, Commercial Heights Subdivision; thence continue West to the Point of Beginning.

Tract V:

All of Detroit Street lying South of a line extended from the Northeast corner of Lot 47, Block 5, Commercial Heights Subdivision to the Northwest corner of Lot 1, Block 6, Commercial Heights Subdivision and lying North of a line extended from the Northeast corner of Lot 48, Block 4, Commercial Heights Subdivision to the Northwest corner of Lot 40, Block 3, Commercial Heights Subdivision.

Tract VI:

All that portion of that certain twenty (20) foot alley being particularly described as follows: Begin at the Northeast corner of Lot 21, Block 3, Commercial Heights Subdivision; thence East ten (10) feet to a point; thence North to a point ten (10) feet West of the Northeast corner of Lot 20, Block 6, Commercial Heights Subdivision; thence West ten (10) feet to the Northeast corner of Lot 20, Block 6, Commercial Heights Subdivision; thence South to the Point of Beginning.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor, City of Muscle Shoals, Alabama, a municipal corporation, has caused its name to be affixed hereto by Billy Hudson, its Mayor, who is duly authorized and has caused the same to be attested by Brittney Walker, its City Clerk, on this the ____ day of _____, 2026.

CITY OF MUSCLE SHOALS, ALABAMA,
a municipal corporation

By: _____
BILLY HUDSON, MAYOR

ATTEST:

By: _____
BRITTNEY WALKER, CLERK

STATE OF ALABAMA)
COLBERT COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that, BILLY HUDSON, whose name as Mayor of the CITY OF MUSCLE SHOALS, ALABAMA, a municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the City of Muscle Shoals, Alabama, on the day the same bears date.

Given under my hand and official seal this the ____ day of _____, 2026.

NOTARY PUBLIC

My commission expires: _____

SEAL

Grantor's Address: City of Muscle Shoals, AL
 2010 East Avalon Avenue
 Muscle Shoals, AL 35661

Grantee's Address: 1015 East Avalon Avenue
 Muscle Shoals, AL 35661

Property Address: Wilson Dam Road/Brick Pike Road
 Muscle Shoals, AL 35661

Property Value: \$500.00

STATE OF ALABAMA)
)
COLBERT COUNTY) PETITION AND DECLARATION OF VACATION

WHEREAS, the undersigned, The Electric Board of the City of Muscle Shoals, Alabama, an Alabama public corporation, is the owner of the following real property: Lots 1 through 40, Block 3, Commercial Heights Subdivision; Lots 13 through 82, Block 4, Commercial Heights Subdivision; Lots 13 through 82, Block 5, Commercial Heights Subdivision; and Lots 1 through 40, Block 6, Commercial Heights Subdivision, said subdivision being known and designated according to the map thereof prepared by R. E. Meade, C.E., and recorded in the Office of the Judge of Probate of Colbert County, Alabama, in Map Book 2, Page 11 (collectively, the "Property"); the Property being the only property abutting the streets and alleys hereinafter set out, does hereby declare the following streets and alleys in said Commercial Heights Subdivision to be vacated, to wit:

Tract I:

All that portion of that certain twenty (20) foot alleyway lying East of a line extended from the Southwest corner of Lot 1, Block 3, Commercial Heights Subdivision to the Northwest corner of Lot 40, Block 3, Commercial Heights Subdivision and lying West of a line extended from the Southeast corner of Lot 20, Block 3, Commercial Heights Subdivision to the Northeast corner of Lot 21, Block 3, Commercial Heights Subdivision.

Tract II:

All of Broadway Street lying East of a line extended from the Southwest corner of Lot 40, Block 6, Commercial Heights Subdivision to the Northwest corner of Lot 1, Block 3, Commercial Heights Subdivision and lying West of a line extended from the Southeast corner of Lot 21, Block 6, Commercial Heights Subdivision to the Northeast corner of Lot 20, Block 3, Commercial Heights Subdivision.

Tract III:

All that portion of that certain twenty (20) foot alleyway lying East of a line extended from the Southwest corner of Lot 1, Block 6, Commercial Heights

Subdivision to the Northwest corner of Lot 40, Block 6, Commercial Heights Subdivision and lying West of a line extended from the Southeast corner of Lot 20, Block 6, Commercial Heights Subdivision to the Northeast corner of Lot 21, Block 6, Commercial Heights Subdivision.

Tract IV:

The South half of that certain portion of Main Street being particularly described as follows: Begin at a point on the Northwest corner of Lot 13, Block 5, Commercial Heights Subdivision; thence North thirty (30) feet to a point; thence East to a point lying thirty (30) feet north of the Northeast corner of Lot 47, Block 5, Commercial Heights Subdivision; continuing East across and including Detroit Street to a point lying thirty (30) feet north and ten (10) feet east of the Northeast corner of Lot 20, Block 6; thence South thirty (30) feet to a point; thence West ten (10) feet to the Northeast corner of Lot 20, Block 6, Commercial Heights Subdivision; thence continue West to the Point of Beginning.

Tract V:

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Tract VI:

All that portion of that certain twenty (20) foot alley being particularly described as follows: Begin at the Northeast corner of Lot 21, Block 3, Commercial Heights Subdivision; thence East ten (10) feet to a point; thence North to a point ten (10) feet West of the Northeast corner of Lot 20, Block 6, Commercial Heights Subdivision; thence West ten (10) feet to the Northeast corner of Lot 20, Block 6, Commercial Heights Subdivision; thence South to the Point of Beginning.

The undersigned, The Electric Board of the City of Muscle Shoals, Alabama, hereby requests that the City Council of Muscle Shoals consent to, approve, ratify and confirm the vacation of the above described streets and alleys as described herein and, further, to authorize conveyance by quit-claim deed, to the Petitioner of the right, title and

interest of the City of Muscle Shoals, Alabama, in and to the hereinabove described streets and alleys.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on this 17th day of February, 2026.

THE ELECTRIC BOARD OF THE CITY OF
MUSCLE SHOALS, ALABAMA

By: Matt Bernauer
Its: General Manager

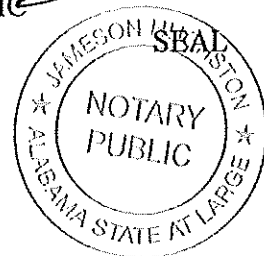
STATE OF ALABAMA)
COLBERT COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Matt Bernauer, whose name is signed to the foregoing instrument as the General Manager of The Electric Board of the City of Muscle Shoals, Alabama, and who in such capacity is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in such capacity and with full authority, has executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal this the 17th day of February, 2026.

My Commission Expires: 6-30-29

[Signature]
NOTARY PUBLIC



RESOLUTION NUMBER _____

WHEREAS, The Electric Board of the City of Muscle Shoals, Alabama, an Alabama public corporation, hereinafter called Petitioner, being the owner of Lots 1 through 40, Block 3, Commercial Heights Subdivision; Lots 13 through 82, Block 4, Commercial Heights Subdivision; Lots 13 through 82, Block 5, Commercial Heights Subdivision; and Lots 1 through 40, Block 6, Commercial Heights Subdivision, said subdivision being known and designated according to the map thereof prepared by R. E. Meade, C.E., and recorded in the Office of the Judge of Probate of Colbert County, Alabama, in Map Book 2, Page 11; said Petitioner being desirous of vacating the hereinafter described streets and alleys, has presented its signed Petition and Declaration of Vacation of said streets and alleys to the City Council of the City of Muscle Shoals, Alabama, a municipal corporation, for its consideration, assent and approval; and

WHEREAS, the streets and alleys to be vacated are more particularly described as follows:

Tract I:

All that portion of that certain twenty (20) foot alleyway lying East of a line extended from the Southwest corner of Lot 1, Block 3, Commercial Heights Subdivision to the Northwest corner of Lot 40, Block 3, Commercial Heights Subdivision and lying West of a line extended from the Southeast corner of Lot 20, Block 3, Commercial Heights Subdivision to the Northeast corner of Lot 21, Block 3, Commercial Heights Subdivision.

Tract II:

All of Broadway Street lying East of a line extended from the Southwest corner of Lot 40, Block 6, Commercial Heights Subdivision to the Northwest corner of Lot 1, Block 3, Commercial Heights Subdivision and lying West of a line extended from the Southeast corner of Lot 21, Block 6, Commercial Heights Subdivision to the Northeast corner of Lot 20, Block 3, Commercial Heights Subdivision.

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of a line extended from the Southeast corner of Lot 20, Block 6, Commercial Heights Subdivision to the Northeast corner of Lot 21, Block 6, Commercial Heights Subdivision.

Tract IV:

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WHEREAS, the aforesaid Petitioner is the owner of all property abutting the said streets and alleys to be vacated, having complied with all the requirements of Ordinances of the City of Muscle Shoals, Alabama relating to the vacation of streets and alleyways within the City of Muscle Shoals, Alabama; and

WHEREAS, the City Council of the City of Muscle Shoals, Alabama, has determined that the convenient means of ingress and egress to and from their property is afforded to all other property owners owning property in the tract of land embraced in the map, plat or survey within

which the above described streets and alleys are located, such means of ingress and egress being afforded by the remaining dedicated streets in the area.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Muscle Shoals, Alabama, that the assent of the City Council of the City of Muscle Shoals, Alabama be and there same is hereby given and granted to the vacation of the streets and alleys herein above described.

BE IT FURTHER RESOLVED that the City of Muscle Shoals, Alabama, a municipal corporation, remise, release, and quit-claim to The Electric Board of the City of Muscle Shoals, Alabama, a public corporation, whatever right, title and interest the City of Muscle Shoals may have acquired in and to the above described portion of the said streets and alleys and that the Mayor, Billy Hudson, is hereby authorized to execute and deliver said quit-claim deed to for and on behalf of the City of Muscle Shoals, Alabama.

PASSED AND ADOPTED on this the _____ day of _____, 2026.

CITY COUNCIL OF THE CITY OF
MUSCLE SHOALS, ALABAMA

BY: _____
DONNIE LINLEY
President of the Council

ATTEST:

BRITTNEY WALKER
City Clerk

CERTIFICATION

I, Brittney Walker, City Clerk of the City of Muscle Shoals, Alabama, do hereby certify that the above and foregoing is a true, correct and exact copy of a resolution duly and legally

adopted by the City Council of the City of Muscle Shoals, Alabama, at a meeting thereof on the
____ day of _____, 2026, as taken from the minutes of said meeting.

Witness my hand and official seal on this the ____ day of _____, 2026.

BRITTNEY WALKER
CITY CLERK OF THE CITY OF
MUSCLE SHOALS, ALABAMA

Muscle Shoals Planning Commission Meeting Minutes

February 24, 2026

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

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

Motion made to dispense the reading and approve the last meeting minutes. 1st Perry Burgess 2nd Sammy Mayfield

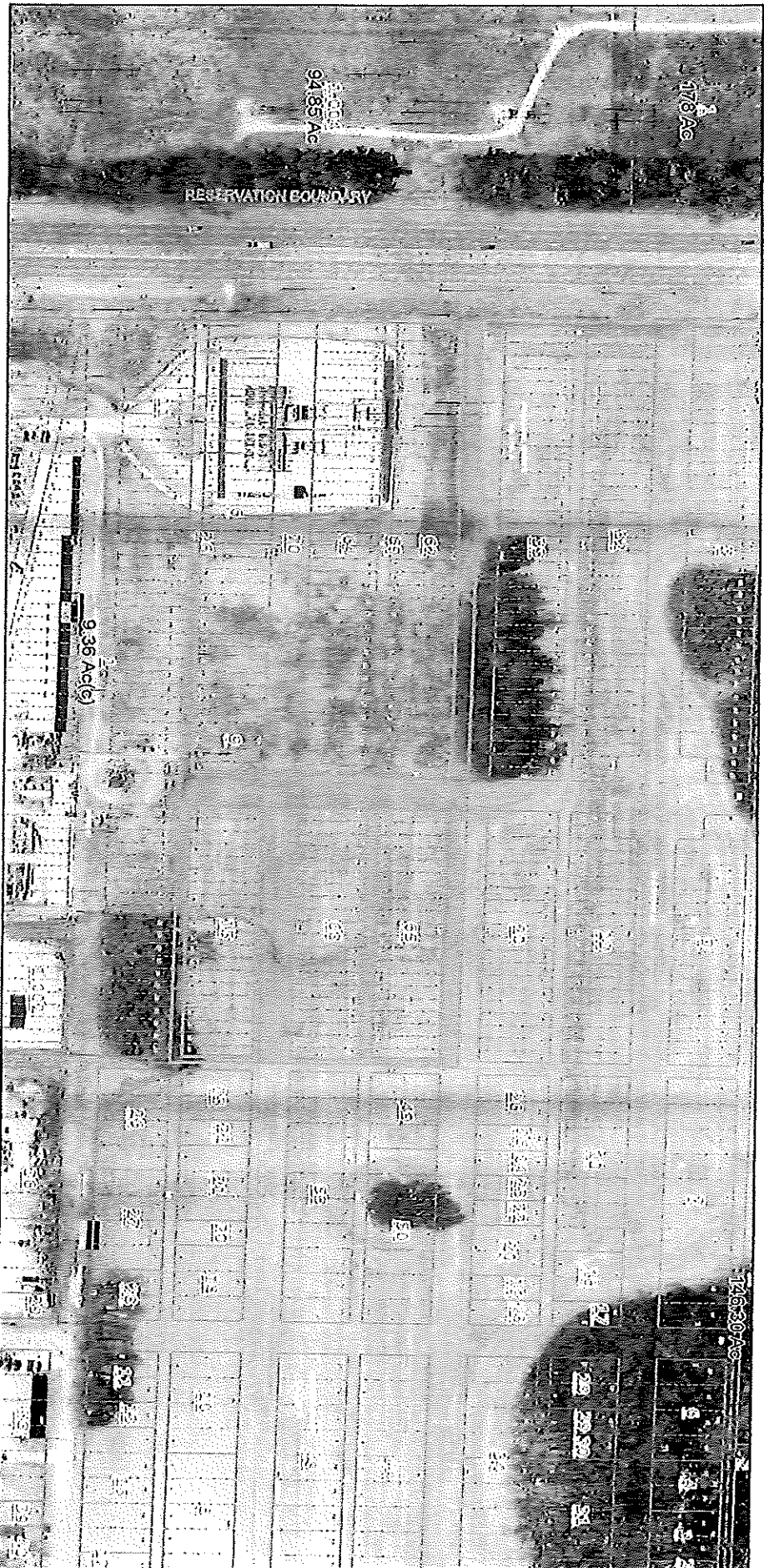
Roll called with all Ayes. Motion Approved.

1st item on the agenda is the approval of multiple alley and street vacations for Muscle Shoals Electric Board at the property off Wilson dam road a portion of commercial heights subdivision which includes Broadway Street, Detroit Street, a portion of Main Street and 3 20' alley's. Matt Bernauer was present to represent MSEB. Motion was made to approve these vacations. 1st Perry Burgess 2nd Claude Ebanks. Roll Called with all Ayes

2nd item on the agenda was the approval of the construction plans for Double Tree phase 3. The items asked to change by the commission in last meeting were changed on the plans, which included keeping standing curb and gutter in first section connecting to existing double tree 2 and adding a walking trail sidewalk around the drainage pond to make up for the green space requirements. Todd Alexander discussed these items. Motion was made to approve. 1st Terri Self 2nd Perry Burgess Roll called with all Ayes.

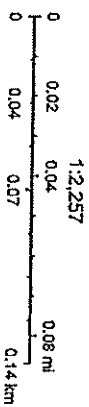
Meeting Adjourned

Vacation Request



February 19, 2026

Boundary Line ☐ TaxParcel ☐ Lot_Line
 TaxParcel_Lines ☐ Parcels ☐ City Limits Boundary



ESRI, HERE, Garmin, INCREMENT P, NOAA, USGS, KIDS

AN ORDINANCE AMENDING CHAPTER 122 (ZONING) OF THE CODE OF ORDINANCES OF THE CITY OF MUSCLE SHOALS, ALABAMA, TO UPDATE HOUSING DEFINITIONS AND RESIDENTIAL DISTRICT STANDARDS; TO AMEND PERMITTED USES IN CERTAIN NONRESIDENTIAL DISTRICTS; TO ADD SUPPLEMENTAL REGULATIONS FOR AUTOMOBILE REPAIR—VEHICLE STORAGE AND SCREENING; AND TO ADOPT REGULATIONS GOVERNING COMMUNICATION TOWERS AND ANTENNAS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MUSCLE SHOALS, ALABAMA, as follows:

SECTION 1. AMENDMENT TO CHAPTER 122.

That Chapter 122 (Zoning) of the Code of Ordinances of the City of Muscle Shoals, Alabama, as amended, is hereby amended to incorporate the zoning ordinance updates described in the document titled “Zoning Changes 2025” and to revise and add regulations and standards relating to (a) housing definitions and residential district standards; (b) permitted uses for certain nonresidential districts; (c) automobile repair—vehicle storage and screening; and (d) communication towers and antennas.

SECTION 2. PURPOSE AND INTENT.

The purpose of these amendments is to align the zoning regulations of the City of Muscle Shoals with the goals and recommendations of the Muscle Shoals Comprehensive Plan; to expand housing options while maintaining neighborhood compatibility; to clarify and modernize certain permitted uses and development standards; and to promote the public health, safety, and general welfare.

SECTION 3. DEFINITIONS AMENDED; NEW DEFINITIONS ADDED.

Chapter 122 is hereby amended to revise and/or add housing-related definitions consistent with “Zoning Changes 2025,” including, but not limited to, the following terms: Accessory Dwelling Unit (ADU), Apartment, Duplex, Garden Home (Cottage House), Ground Floor Apartment, Townhouse, and Upper Story Apartment. Where a conflict exists between a definition adopted herein and any other provision of Chapter 122, the definition adopted herein shall govern.

SECTION 4. RESIDENTIAL DISTRICTS; PERMITTED USES AND DISTRICT STANDARDS AMENDED.

The residential district regulations, including the applicable permitted use tables and district development standards, are hereby amended as set forth in “Zoning Changes 2025.” Such amendments include, but are not limited to, allowing additional housing typologies by district (including garden homes, duplexes, townhomes, and ADUs where applicable), and updating minimum district size, minimum building area, minimum lot area per dwelling unit, lot width standards, and required setbacks.

SECTION 5. NONRESIDENTIAL DISTRICTS; PERMITTED USE TABLE AMENDED.

The permitted use table and related regulations for business and industrial districts are hereby amended as set forth in “Zoning Changes 2025,” including clarifications and revisions to uses classified as permitted, prohibited, or allowed by appeal within the applicable nonresidential districts.

SECTION 6. AUTOMOBILE REPAIR—VEHICLE STORAGE AND SCREENING (SUPPLEMENT ADDED).

Chapter 122 is hereby amended to add supplemental regulations governing automobile repair and similar uses, including definitions, designated vehicle storage area requirements, paving and drainage, screening and fencing standards, and limitations on outdoor storage of vehicles under active repair and inoperable vehicles, as set forth in "Zoning Changes 2025."

SECTION 7. COMMUNICATION TOWERS AND ANTENNAS (ARTICLE ADDED).

Chapter 122 is hereby amended to add regulations governing communication towers and antennas, including purpose, definitions, objectives, development criteria, application requirements, and compliance provisions, as set forth in "Zoning Changes 2025." The new regulations shall be codified within Chapter 122 in a location designated by the Code Publisher.

SECTION 8. INCORPORATION BY REFERENCE; EXHIBIT.

The document titled "Zoning Changes 2025," consisting of sixteen (16) pages, is attached hereto as Exhibit "A" and is incorporated herein by reference as if fully set out herein. All tables, standards, and text contained within Exhibit "A" shall have the same force and effect as if codified verbatim.

SECTION 9. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 10. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 11. EFFECTIVE DATE.

This Ordinance shall become effective upon its passage, approval, and publication as provided by law.

The President of the Council declared the motion unanimously carried and the said Ordinance passed and adopted as introduced.

ADOPTED this ____ day of _____, 2026.

President of the Council

ATTEST:

CITY CLERK

EXHIBIT “A”

ZONING CHANGES 2025 (ATTACHED/INCORPORATED BY REFERENCE)

RESOLUTION NO. _____

**A RESOLUTION CONFIRMING AND RATIFYING THE
APPROPRIATION OF SALES AND USE TAX FOR PUBLIC
SCHOOL PURPOSES IN THE CITY OF MUSCLE SHOALS**

BE IT RESOLVED by the Muscle Shoals City Council (the "**Council**"), the governing body of the City of Muscle Shoals (the "**City**"), as follows:

Section 1. Findings.

The Council hereby finds, declares and acknowledges as follows:

(a) that there are presently being levied in the City, pursuant to Article 3 of Chapter 51 of Title 11 of the Code of Alabama 1975, as amended, sales and use taxes at the aggregate basic rate of 3.5% (together, the "**City Sales and Use Tax**");

(b) pursuant to City Resolution No. 3176-21 approved on November 15, 2021 (the "**City Appropriation Resolution**"), the City appropriates and pays over to the Muscle Shoals City Board of Education (the "**Board of Education**"), on a monthly basis, eight percent (8%) of the City's monthly receipts of the City Sales and Use Tax (the "**BOE Share of the City Sales and Use Tax**");

(c) the Board of Education has reported to the Council that the Board of Education proposes to issue its Special Tax School Warrants, Series 2026, in the approximate principal amount of \$60,000,000 (the "**Series 2026 BOE Warrants**"), for the purpose of financing the costs of various public school capital improvements in the City, including, without limitation, a new Muscle Shoals Intermediate School (the "**2026 School Improvements**"); and

(d) the Board of Education proposes to pledge, for the payment of the principal of and interest on the Series 2026 BOE Warrants, among other local revenue sources available to the Board of Education, the BOE Share of the City Sales and Use Tax.

Section 2. Agreement.

The City hereby agrees that it shall continue to levy and provide for the collection of the City Sales and Use Tax at rates not less than the rates presently in effect and, further, agrees to pay the BOE Share of the City Sales and Use Tax over to the Board of Education, on a monthly basis in accordance with the City Appropriation Resolution, until the final retirement of the Series 2026 BOE Warrants, now expected to occur on or about June 1, 2056.

ADOPTED this ____ day of _____, 2026.

/s/ Donnie Linley, City Council President

ATTEST:

/s/ Brittney Walker, City Clerk

Resolution No. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SERVICES AGREEMENT WITH AVENU INSIGHTS & ANALYTICS, LLC FOR BUSINESS LICENSE DISCOVERY AND RECOVERY SERVICES

WHEREAS, the City of Muscle Shoals desires to ensure compliance with its business license ordinances and to identify unregistered or underreported businesses; and

WHEREAS, Avenu Insights & Analytics, LLC ("AVENU") provides business license discovery and recovery services to municipalities; and

WHEREAS, the City has reviewed the proposed Services Agreement, effective January 1, 2026, which outlines services including identification of unregistered businesses, taxpayer notification, collection assistance, and reporting; and

WHEREAS, the City Council finds that entering into this Agreement is in the best interest of the City of Muscle Shoals;

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

1. The Services Agreement between the City of Muscle Shoals and Avenu Insights & Analytics, LLC, attached hereto, is hereby approved.
2. The Mayor is hereby authorized and directed to execute the Agreement on behalf of the City and to take such additional actions as may be necessary to carry out the intent of this Resolution.
3. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this 6th day of April, 2026.

Mayor

ATTEST:

City Clerk

Services Agreement

Business License Discovery/Recovery Administration

This service agreement (the “Agreement”) is made as of January 1, 2026 by and between Avenu Insights & Analytics, LLC (“AVENU”) and City of Muscle Shoals, a government entity in the state of Alabama (“CLIENT”). AVENU and CLIENT may be referred to herein as individually a “Party” or collectively the “Parties”.

A. Discovery/Recovery Services

1. Discovery/Recovery Services include:
 - i. Analysis of two or more municipal lists. These lists could include current discovery/recovery license data, sales tax data, property tax lists and telephone directories at least once a year.
 - ii. Properties/entities that are not in one or all of the databases are presumed unregistered.
 - iii. AVENU will generate a letter requiring payment, proof of payment, or documented response for all properties/entities presumed unregistered. If no response, AVENU may mail additional letters and contact the property/entity via phone call before proceeding with additional collection procedures.
2. Taxpayer Remittance: Taxpayers will remit payments to City of Muscle Shoals, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the P.O. Box for sample Client payments. CLIENT will be responsible for renewals. AVENU will provide a list to CLIENT.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Authorization Letter. Upon Agreement execution, CLIENT shall provide AVENU with a signed authorization letter, on CLIENT letterhead, using the template set forth in *Exhibit B*.
6. Reports. AVENU will provide CLIENT with reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to CLIENT’S account numbers and all fees paid to AVENU.
7. Distribution of Funds Changes: It is the CLIENT’S responsibility to ensure distribution of funds information (including designated recipients, account numbers, and distribution percentages) remains current and up to date throughout the term of this Agreement. In the event any changes are required, CLIENT must provide written notification to AVENU using the Distribution of Funds Change Notice Template and instructions set forth in *Exhibit A*. CLIENT understands that it may take up to thirty (30) calendar days for the changes to become effective. CLIENT is responsible for logging into the Government Service portal and reviewing monthly reports to ensure all changes are properly reflected.

8. Fees for Discovery/Recovery Services:
 - i. AVENU Fee for Discovery/Recovery Services: AVENU will receive fifty percent (50%) of discovery/recovery revenue collected by AVENU.
 - ii. AVENU fee for copies of forms: AVENU will receive an amount equal to \$5.00 per form mailed or faxed to the CLIENT per the request of the CLIENT. AVENU will provide at no additional cost a detailed payment listing that includes taxpayer name, address, schedule number, and remittance information.
 - iii. AVENU fee for Direct Payments: AVENU will receive fifty percent (50%) of discovery/recovery revenue received and deposited by the Client, which is a result of AVENU collection efforts.

B. General Provisions

1. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions.
2. AVENU, in collecting any fee, tax, interest, court cost, or penalty shall have no authority to determine the amount of fee, tax, interest, court cost, or penalty owed the state, Client, or municipal governing authority.
3. Company Audit: Once a year AVENU will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
4. Effective Date: The effective date for the performance of services under the terms of this Agreement shall commence January 1, 2026 ("Effective Date").
5. Term of the Agreement: This Agreement shall be for a term of three (3) years following the Effective Date. Either Party shall have the right to terminate this Agreement in the event of a material breach by the other Party. Any such termination may be made only by providing ninety (90) days written notice to the other Party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the Party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) day notice.
6. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.
7. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CLIENT harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CLIENT hereby agrees to indemnify and hold AVENU harmless from any claims and against all costs, expenses, damages, claims and liabilities relating to sales, use and other taxes of CLIENT, including, but not limited to, determination of taxes due from taxpayers, the collection thereof, the Deposit Process, and any refunding related thereto.

8. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU's total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CLIENT for the affected service to which the claim pertains. The foregoing sets forth the CLIENT'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU's pricing reflects the allocation of risk and limitation of liability specified herein.
9. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that Party drafted the ambiguous language.
10. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their successors or assigns.
11. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, pandemic, endemic, quarantine, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
12. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
13. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.
14. **Immigration:** By execution hereof, each Party confirms that for the duration of the Agreement, it will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. A 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.

15. Compliance With Title 41-16-5, Code Of Alabama, 1975, Boycott Limitations: Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. Avenu represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
16. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to the subject matter contained hereof. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties.
17. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the Parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

City of Muscle Shoals

By:

By:

Name

Name

Title:

Title:

Date:

Date:

EXHIBIT A- DISTRIBUTION OF FUNDS CHANGE NOTICE TEMPLATE

INSTRUCTIONS: *IT IS CLIENT'S RESPONSIBILITY TO PROVIDE NOTICE TO AVENU OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS USING THE TEMPLATE SET FORTH IN THIS EXHIBIT A. IF AND WHEN APPLICABLE, CLIENT SIGNED DISTRIBUTION OF FUNDS CHANGE NOTICE SHALL BE EMAILED (DELIVERY CONFIRMATION ENABLED) AS FOLLOWS:*

- ***TO:*** CONNIE.TAYLOR@AVENUINSIGHTS.COM
- ***SUBJECT LINE:*** City of Muscle Shoals – **DISRIBUTION OF FUNDS CHANGE NOTICE**

(TEMPLATE TO FOLLOW)



DISTRIBUTION OF FUNDS CHANGE NOTICE

Customer Name: City of Muscle Shoals

Change Effective Date*: _____
(*30 Days advance written notice required)

Funds will be distributed in the account(s) set forth below:

Table 1: Distribution of Funds

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
				Discovery/Recovery

Verification:

By signing below, **City of Muscle Shoals** certifies that the distribution details in Table 1 are accurate and complete as of the signature date below.

City of Muscle Shoals

By: _____

Name:

Title:

Date:



EXHIBIT B - LETTER OF AUTHORIZATION TEMPLATE

(TEMPLATE TO FOLLOW)

RE: Letter of Introduction

Dear Business Owner/ Manager:

To help ensure all businesses pay their fair share of business license taxes, the City of Muscle Shoals has contracted with Avenu Insights & Analytics, LLC ("AVENU") to perform collection services for business license taxes on its behalf.

As the authorized representative of the City of Muscle Shoals, AVENU is bound by the same confidentiality as the City of Muscle Shoals's own employees. Any information provided to AVENU will be used solely for the purpose(s) described herein.

We ask that you extend your full cooperation to AVENU, and thank you in advance for doing so. If you have any questions, please contact AVENU directly at 855-219-4336, or by email at dresupport@avenuinsights.com.

Your cooperation is greatly appreciated during this process.

Sincerely,

_____ Date: _____
[name]
Client Administrator
City of Muscle Shoals

Resolution No. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SERVICES AGREEMENT WITH NEUMO GROUP, LLC FOR TAX REVENUE ADMINISTRATION SERVICES

WHEREAS, the City of Muscle Shoals seeks to enhance the administration, collection, and compliance of municipal taxes, including tobacco and other applicable taxes; and

WHEREAS, Neumo Group, LLC ("NEUMO") provides tax revenue administration, compliance, and audit services for municipalities; and

WHEREAS, the City has reviewed the proposed Services Agreement, effective March 1, 2026, which provides for remittance processing, compliance services, audit services, and related reporting; and

WHEREAS, the City Council finds that entering into this Agreement is in the best interest of the City of Muscle Shoals;

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

1. The Services Agreement between the City of Muscle Shoals and Neumo Group, LLC, attached hereto, is hereby approved.
2. The Mayor is hereby authorized and directed to execute the Agreement on behalf of the City and to take such additional actions as may be necessary to carry out the intent of this Resolution.
3. This Resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this 6th day of April, 2026.

Mayor

ATTEST:

City Clerk



Services Agreement Tax Revenue Administration

This services agreement (hereinafter the "Agreement") is made by and between Neumo Group, LLC ("NEUMO") and City of Muscle Shoals, a government entity in the State of Alabama ("CLIENT"). NEUMO and CLIENT may be referred to herein as individually a "Party" or collectively the "Parties".

A. Remittance Processing Services

1. **Taxes Processed:** NEUMO will perform remittance processing services for taxes as designated by CLIENT and set forth in *Exhibit A- Tax Types and Fees*.
2. **Taxpayer Notification and Remittance:** NEUMO will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Muscle Shoals, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, NEUMO may change the Address for payments.
3. **Deposit Process:** Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected.
4. **Posting Process:** Taxpayer accounts are posted with payment information captured in the NEUMO revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by NEUMO). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Underpayments are invoiced for remaining tax due plus any required penalties.
5. **Government Services Portal:** NEUMO will maintain a cloud based, self-service, interactive Government Services Portal; this interactive portal gives the CLIENT access to detailed online reporting, which includes, but is not limited to, payment listings showing all taxes received related to net receipts reported and a general ledger distribution that corresponds to the CLIENT's account numbers.
6. **Distribution of Funds Changes.** It is the CLIENT's responsibility to ensure distribution of funds information (including designated recipients, account numbers, and distribution percentages) remains current and up to date throughout the term of this Agreement. In the event any changes are required, CLIENT must provide written notification to NEUMO using the Distribution of Funds Change Notice instructions and template set forth in *Exhibit B- Distribution of Funds Change Notice Template*. CLIENT understands that it may take up to thirty (30) calendar days for the changes to become effective. CLIENT is responsible for logging into the Government Services Portal and reviewing monthly reports to ensure all changes are properly reflected.
7. **Consideration for Remittance Processing Services:** NEUMO shall be compensated for the services rendered under this Agreement in accordance with the schedule of fees set forth in **Exhibit A**.



B. Compliance Services

1. Taxes Reviewed: NEUMO will perform compliance services for taxes designated by CLIENT and set forth in **Exhibit A**. NEUMO will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CLIENT, NEUMO will make reasonable efforts to collect taxes designated by CLIENT hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CLIENT elects to have its attorney pursue collection of certain uncollected accounts, NEUMO will assist CLIENT attorney as reasonably requested at its normal hourly rate as reflected herein.
2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, NEUMO representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to *Section A, Remittance Processing Services* above.
3. Consideration for Compliance Services: NEUMO shall be compensated for the services rendered under this Agreement in accordance with the schedule of fees set forth in **Exhibit A**.

C. Audit Services

1. Audit Services will include the performance of an audit of all transaction taxes and fees levied by the CLIENT's taxing jurisdiction, including, but not limited to sales/use/rental/lodgings/alcohol/gasoline/tobacco/occupational/business license, unless a transaction tax or fee is opted out, in writing, by the CLIENT. For the sake of clarity, NEUMO'S performance of Audit Services shall not be limited to the taxes designated by CLIENT in Exhibit A. The Audit Services will include:
 - i. perform research or statistical analysis in relation to an audit, in-house assessment/collection efforts;
 - ii. perform examinations of the records of those taxpayers selected by NEUMO or requested by CLIENT on lodging taxes, inclusive of short-term rental taxes as determined by the CLIENT;
 - iii. provide CLIENT staff with a draft engagement announcement letter to be sent to each taxpayer requiring examination;
 - iv. schedule and conduct reviews at the business location or remotely of those taxpayers identified for examination;
 - v. verify accuracy of filed tax returns or fee schedules;
 - vi. review, as needed, taxpayer's bank statements, tax returns, general ledger accounts, and other books and records;
 - vii. for each error/omission identified, prepare, and provide to taxpayer's audit reports and schedules explaining the errors/omissions;
 - viii. meet with the taxpayers to explain the results of the examination;
 - ix. provide taxpayers examination findings billing letter and collect such funds;
 - x. issue preliminary assessment, final assessment, liens, and 3rd party collections, as necessary.
 - xi. provide updates on examinations to CLIENT upon request;
 - xii. perform examinations on refund requests by taxpayers over a predetermined amount.
 - xiii. inform CLIENT of pending refunds, special tax issues;



- xiv. provide representation before the Alabama Tax Tribunal, if requested and for additional compensation, to be agreed upon in writing.
- 2. NEUMO Reciprocal Agreement: To the fullest extent allowed by law, CLIENT hereby authorizes NEUMO to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
- 3. Consideration for Audit Services: NEUMO shall be compensated for audit services rendered under this Agreement at the hourly rate set forth in **Exhibit A**.
 - i. If overnight travel or travel more than 25 miles beyond origination point is required, NEUMO will pay the auditor and bill the CLIENT for its portion of travel expenses. CLIENT agrees to pay the amount of these fees when due, regardless of any recovery.
 - ii. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
 - iii. Shared Audit Fees: When audits for CLIENT overlap with audits for other NEUMO clients or clients of NEUMO Affiliates, the fees will be shared as follows:
 - 1. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - 2. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - a. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - b. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one NEUMO representative.
- 4. CLIENT Assistance: CLIENT agrees to provide the following assistance for Audit Services:
 - i. CLIENT agrees to provide NEUMO with a signed authorization letter, on CLIENT letterhead, using the template set forth in **Exhibit C** within thirty (30) days of Agreement execution;
 - ii. CLIENT agrees to provide NEUMO with its ordinances, codes, and tax rates within thirty (30) days of the Effective Date of the Agreement, and notice of any changes thereafter in the ordinances, codes, and tax rates levied by the CLIENT;
 - iii. CLIENT agrees to timely sign subpoenas, as required;
 - iv. CLIENT agrees to timely sign Final Assessments, as required.

D. General Provisions

- 1. Effective Date: The effective date for the performance of services under the terms of this Agreement shall commence March 1, 2026 ("Effective Date") with collection of March 2026 taxes to be remitted on or before April 20, 2026.
- 2. Term of the Agreement: This Agreement shall be for a term of three (3) years following the Effective Date or the maximum period allowed by law, whichever is shorter. Either Party shall have the right to terminate this Agreement in the event of a material breach by the other Party. Any such termination may be made only by providing ninety (90) days written notice to the other Party, specifically identifying the breach or breaches on which termination is based. Following receipt of



such notice, the Party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.

3. **Effect of Termination:** Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay NEUMO for services performed through the effective date of termination for which NEUMO has not been previously paid. In addition, because the services performed by NEUMO prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to NEUMO's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to NEUMO such information as is necessary for NEUMO to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay NEUMO's invoices therefore in accordance with the terms of this Agreement.
4. **Information Provided:** CLIENT represents that the information provided to NEUMO in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to NEUMO and that said information shall not be defamatory or otherwise expose NEUMO to liability to third parties.
5. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
6. **Taxpayer service:** NEUMO will provide a taxpayer assistance number for taxpayer questions. NEUMO will provide informational brochures for placement in CLIENT offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenueinsights.com.
7. **Review and Appeal Process:** NEUMO has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
8. **Company Audit:** Once a year NEUMO will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.
9. **Indemnity:** To the fullest extent allowed by law, NEUMO hereby agrees to indemnify and hold CLIENT harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by NEUMO. Except as set forth in the preceding sentence, to the full extent allowed by law, CLIENT hereby agrees to indemnify and hold NEUMO harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to the taxes of CLIENT set forth in **Exhibit A**, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.
10. **Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NEUMO, ITS EMPLOYEES, CONTRACTORS, DIRECTORS, AFFILIATES AND/OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY, LOST DATA, DISRUPTION, AND LOSS OF ANTICIPATED PROFITS OR REVENUE ARISING FROM OR RELATED TO THE SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND WHETHER OR NOT NEUMO HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR



DAMAGE. IN ADDITION, NEUMO'S TOTAL LIABILITY HEREUNDER, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEE PAID BY THE CLIENT FOR THE AFFECTED SERVICE TO WHICH THE CLAIM PERTAINS. THE FOREGOING SETS FORTH THE CLIENT'S EXCLUSIVE REMEDY FOR CLAIMS ARISING FROM OR OUT OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS BETWEEN NEUMO AND THE CLIENT AND NEUMO'S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.

11. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the finalization of the terms of this Agreement. No liability shall be construed against any Party upon a claim that that the Agreement includes ambiguous language.
12. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. NEUMO shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, NEUMO may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which NEUMO has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of NEUMO; or any corporation or entity which acquires all or substantially all of the assets of NEUMO. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their successors or assigns.
13. Force Majeure: NEUMO shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, pandemic, endemic, quarantine, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
14. Subcontractors: NEUMO shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. NEUMO, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. NEUMO shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
15. Intellectual Property Rights: The entire right, title and interest in and to NEUMO's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in NEUMO. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to NEUMO be deemed included within the Work Product.
16. Immigration: By execution hereof, each Party confirms that for the duration of the Agreement, it will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. A 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.



17. Compliance With Title 41-16-5, Code Of Alabama,1975, Boycott Limitations: Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. NEUMO represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
18. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to the subject matter contained hereof. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties.
19. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the Parties hereto as of the date first above written have duly executed this Agreement.

Neumo Group, LLC

City of Muscle Shoals

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A – Tax Types and Fees**I. TAX TYPES & RATES**

Tax types and tax rates will be administered at the following percentages.

Table 1: Tobacco Tax Types and Rates

Jurisdiction	Cigarettes Pack	Chewing Tobacco Pack	Snuff Can	Smoking Tobacco Pack	Cigars - each Cigar	Little Cigars as Indicated	Rolling Papers Pack

II. COMPENSATION FOR TAX REVENUE ADMINISTRATION SERVICES**Remittance Processing and Compliance Services:**

NEUMO will receive an amount equal to 1.95% of gross revenues collected, for providing Remittance Processing and Compliance Services.

Audit Services: NEUMO will bill for audit services at an hourly rate of ninety-eight dollars (\$98.00) in Year 1. The hourly rate for audit services will increase by 5% on an annual basis (escalated on the anniversary of the Effective Date of this Agreement). There shall be no contingent fees.

If there are any questions about this Exhibit A, or NEUMO assistance is required, please contact Connie Taylor, Client Relations Manager at 205-423-4144 or connie.taylor@neumo.com.



EXHIBIT B - DISTRIBUTION OF FUNDS CHANGE NOTICE TEMPLATE

(TO FOLLOW)

INSTRUCTIONS: *IT IS CLIENT'S RESPONSIBILITY TO PROVIDE NOTICE TO NEUMO OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS USING THE TEMPLATE SET FORTH IN THIS EXHIBIT B. IF AND WHEN APPLICABLE, CLIENT SIGNED DISTRIBUTION OF FUNDS CHANGE NOTICE SHALL BE EMAILED (DELIVERY CONFIRMATION ENABLED) AS FOLLOWS:*

- a. **TO:** CONNIE.TAYLOR@NEUMO.COM
- b. **SUBJECT LINE:** City of Muscle Shoals-- DISRIBUTION OF FUNDS CHANGE NOTICE



DISTRIBUTION OF FUNDS CHANGE NOTICE

Customer Name:

Change Effective

Date*:

(*30 Days advance written notice required)

Funds will be distributed in the following accounts as set forth below:

Table 1: Distribution of Funds

Tax Type	Rate Type	Agency	Routing #	Account #	Distribution %
Tobacco					

Verification:

By signing below, **City of Muscle Shoals** certifies that the distribution details in Table 1 are accurate and complete as of the signature date below:

City of Muscle Shoals

By: _____

Name:

Title:

Date:



EXHIBIT C -LETTER OF AUTHORIZATION TEMPLATE

(TO FOLLOW)



RE: Letter of Introduction

Dear Taxpayer:

Request is hereby made to examine all books of account, invoices, sales receipts and working papers necessary to ascertain the correct amount of applicable taxes being administered by the City of Muscle Shoals.

Please note that under authority granted by Section 11-3-11.2 and Sections 11-51-200 through 11-51-206 of the Code of Alabama 1975, City of Muscle Shoals has contracted with Neumo Group, LLC ("NEUMO") to act as our duly authorized agent in order to perform taxpayer audit examination services for our jurisdiction. Therefore, NEUMO is hereby authorized to examine and/or audit the records, books, or other relevant information maintained by you for the purpose of computing and determining the correct amount of any applicable tax, license, or fee assessed by our taxing jurisdiction.

At or before the beginning of this audit, NEUMO will provide to you the current version of the State of Alabama Publication 1A which provides, in simple and non-technical terms, a statement of your rights. Those rights include the right to be represented during an examination, a written description of the basis for any assessments, and an explanation of your appeal rights. Please read this material carefully and contact your professional advisors for tax or legal advice.

Please contact us directly if at any time you have any questions or complaints or if you are unable to obtain a reasonable response after several attempts to communicate with the person assigned to your case. For verification of the identity of an auditor, you may contact the audit department of NEUMO at 205-423-4126.

Your cooperation is greatly appreciated during this process.

Sincerely,

Name:

Title:
City of Muscle Shoals

Date:



STATE OF ALABAMA

COLBERT COUNTY

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING A SOLE SOURCE PURCHASE OF A BURN BUILDING FOR THE FIRE DEPARTMENT

WHEREAS, the City Council recognizes the importance of providing the Fire Department with modern training facilities to ensure effective emergency response and the continued safety of the community; and

WHEREAS, the Fire Department has identified the need to purchase a burn building to provide live-fire training and enhance firefighter readiness and safety; and

WHEREAS, Forge Fire & Company is the sole source provider of the specific burn building system required by the Fire Department, and no other vendor can provide equipment meeting the required specifications and compatibility; and

WHEREAS, funds for this purchase have already been approved in the City's Fiscal Year 2025–2026 General Fund.

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

1. Sole Source Procurement Approved.

The City Council hereby approves the sole source purchase of one (1) burn building from Forge Fire & Company in the amount of \$831,850.00.

2. Funding Source.

The purchase shall be funded from the Fiscal Year 2025–2026 General Fund, as previously approved.

3. Authorization to Execute Documents.

The Procurement Officer is hereby authorized to execute all documents and take any actions necessary to complete the purchase in accordance with applicable laws and City policies.

4. Effective Date.

This resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this 6th day of April 2026.

CITY OF MUSCLE SHOALS

a Municipal Corporation

Donnie Linley, Council President

ATTEST:

Brittney Walker, City Clerk

STATE OF ALABAMA

COLBERT COUNTY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF A GARBAGE TRUCK AND GPS/CAMERA SYSTEM FOR THE PUBLIC WORKS DEPARTMENT AND APPROPRIATING FUNDS FROM GENERAL FUND RESERVES

WHEREAS, the City Council has determined that the purchase of essential equipment for the Public Works Department is necessary to maintain reliable sanitation services and promote the health, safety, and welfare of the citizens; and

WHEREAS, the Public Works Department has identified the need to purchase one (1) New Way Sidewinder 24 YD Automated Side Loader garbage truck through a Sourcewell cooperative purchasing contract to ensure efficient and cost-effective procurement; and

WHEREAS, the purchase of one (1) GPS/camera system will enhance fleet management, safety, accountability, and operational efficiency; and

WHEREAS, sufficient funds are available in the General Fund Reserves for these purchases.

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

1. Garbage Truck Purchase Approved.

The City Council hereby approves the purchase of one (1) garbage truck for the Public Works Department from Sansom Equipment Company through Cooperative Contract No. 110223-NWY in the amount of \$337,677.00.

2. GPS/Camera System Purchase Approved.

The City Council hereby approves the purchase of one (1) GPS/camera system from Ingram Equipment Company in the amount of \$7,611.29.

3. Funding Source.

The total amount of \$345,288.29 for these purchases shall be paid from General Fund Reserves.

4. Authorization to Execute Documents.

The Procurement Officer is hereby authorized to execute any documents and take any actions necessary to complete these purchases in accordance with applicable laws and policies.

5. Effective Date.

This resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED this 6th day of April 2026.

CITY OF MUSCLE SHOALS

a Municipal Corporation

Donnie Linley, Council President

ATTEST:

Brittney Walker, City Clerk

ORDINANCE NO. _____

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

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

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

A tract of land lying in part of the Southwest 1/4 of Section 11 and part of the Southeast 1/4 of Section 10, all in Township 4 South, Range 11 West, Colbert County, Alabama, and being more particularly described as follows: BEGIN at the Northwest corner of the Southwest 1/4 of said Section 11, said point being on the South right of way line of Hudson Avenue (30' right of way - to be vacated); thence, along said right of way line, South 89°00'48" East, 495.00 feet to a Capped Iron Pin Found (illegible); thence South 00°08'48" East, 383.81 feet to a Mag Nail and Stamped Washer Set (stamped typical Alexander Land Surveying Property Corner LSCA 628) in the centerline of Covenant Drive (100' right of way), passing through a reference Capped Iron Pin Found (PLS #12693) at 345.90 feet; thence, along said centerline, North 73°27'03" West, 688.91 feet; thence, leaving said centerline, North 00°08'53" West, 198.95 feet to an Iron Pin Set on the South right of way line of aforementioned Hudson Avenue, passing through a reference Capped Iron Pin Found (PLS #12693) at 25.56 feet; thence, along said South right of way line, South 89°00'48" East, 165.00 feet to the POINT OF BEGINNING of the tract of land hereby described, said tract of land contains 4.41 acres ± and is subject to any and all easements or restrictions of record or unrecorded affecting said property.

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

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

ADOPTED and APPROVED this the ____ day of _____, 2026.

CITY COUNCIL OF THE CITY OF
MUSCLE SHOALS, ALABAMA

BY: _____
DONNIE LINLEY
COUNCIL PRESIDENT

ATTEST:

BRITTNEY WALKER
CITY CLERK

CERTIFICATE

I, Brittney Walker, City Clerk for the City of Muscle Shoals, Alabama, do hereby certify that the attached and foregoing pages constitute a true, correct, verbatim, and complete copy of Ordinance No. _____, as the same was adopted at a regular meeting of the City Council of Muscle Shoals, Alabama, held on the ____ day of _____, 2026, at ____:____ P.M., in said City as the same appears in the records of the office of the City Clerk of Muscle Shoals, Alabama.

WITNESS my signature as said City Clerk this the ____ day of _____, 2026.

CITY CLERK

STATE OF ALABAMA)

COLBERT COUNTY)

PETITION FOR UNANIMOUS CONSENT TO ANNEXATION
TO THE CITY OF MUSCLE SHOALS, ALABAMA

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

A tract of land lying in part of the Southwest 1/4 of Section 11 and part of the Southeast 1/4 of Section 10, all in Township 4 South, Range 11 West, Colbert County, Alabama, and being more particularly described as follows: BEGIN at the Northwest corner of the Southwest 1/4 of said Section 11, said point being on the South right of way line of Hudson Avenue (30' right of way – to be vacated); thence, along said right of way line, South 89°00'48" East, 495.00 feet to a Capped Iron Pin Found (illegible); thence South 00°08'48" East, 383.81 feet to a Mag Nail and Stamped Washer Set (stamped typical Alexander Land Surveying Property Corner LSCA 628) in the centerline of Covenant Drive (100' right of way), passing through a reference Capped Iron Pin Found (PLS #12693) at 345.90 feet; thence, along said centerline, North 73°27'03" West, 688.91 feet; thence, leaving said centerline, North 00°08'53" West, 198.95 feet to an Iron Pin Set on the South right of way line of aforementioned Hudson Avenue, passing through a reference Capped Iron Pin Found (PLS #12693) at 25.56 feet; thence, along said South right of way line, South 89°00'48" East, 165.00 feet to the POINT OF BEGINNING of the tract of land hereby described, said tract of land contains 4.41 acres ± and is subject to any and all easements or restrictions of record or unrecorded affecting said property.

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

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

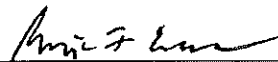
The property sought to be annexed to the City of Muscle Shoals and as described herein does not lie within the corporate limits of any other municipality as required by § 11-42-21 of the *Code of Alabama* (1975, as amended).

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

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

IN WITNESS WHEREOF, Covenant Drive Storage, LLC, has caused this Petition to be executed by its authorized member, who is duly authorized to sign the same in the name of and on behalf of said limited liability company on this the ____ day of February, 2026.

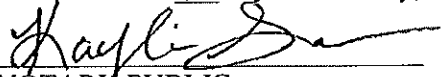
COVENANT DRIVE STORAGE, LLC

BY: 
Ronald I. Garner, its Authorized Member

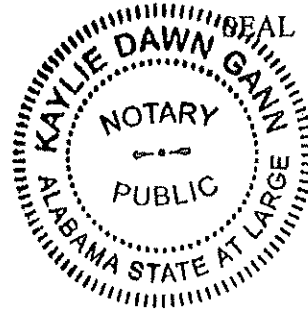
STATE OF ALABAMA)
COLBERT COUNTY)

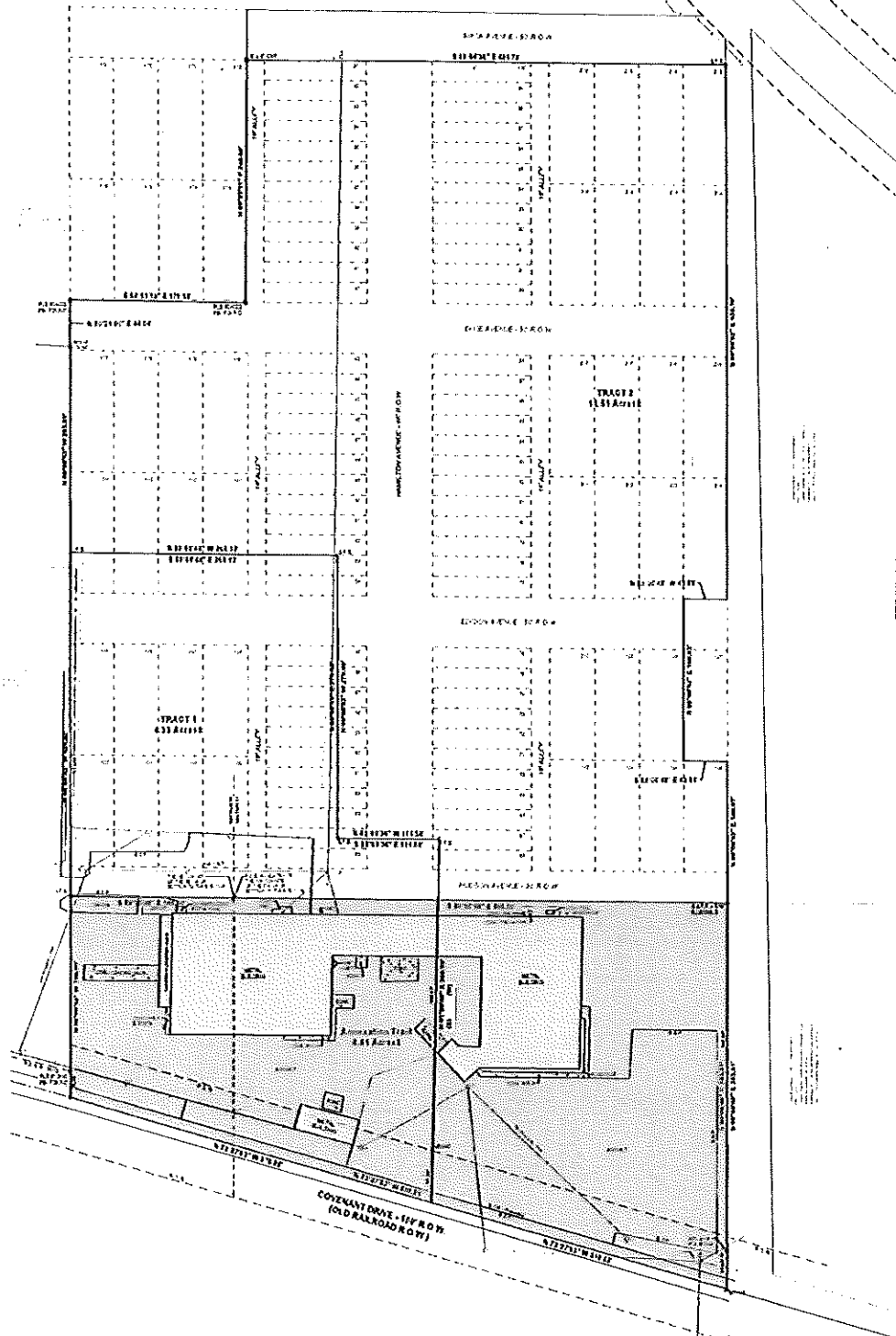
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ronald I. Garner, whose name as Authorized Member of Covenant Drive Storage, LLC, is signed to the foregoing and who is known to me, did personally appear before me and acknowledge that, being informed of the contents of the foregoing, he signed the same voluntarily, and with full authority, for and as the act of Covenant Drive Storage, LLC, on the day the same bears date.

Given under my hand and official seal this the 27th day of February, 2026.


NOTARY PUBLIC

My Commission Expires: 7-22-29





Stacy's Book
 Stacy's book is a collection of stories and poems that are both funny and touching. It is a book that everyone should read. The stories are about people who are different from us, but who are just like us. The poems are about the things we love, and the things we miss. Stacy's book is a book that will make you think, and it will make you smile. It is a book that is worth reading.

[illegible]

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.

Handwritten annotations on the aerial photograph include:

- Top Left:** $\frac{1.001}{6.05 \text{ Ac}}$
- Top Center:** $\frac{1.001}{6.05 \text{ Ac}}$
- Top Right:** $\frac{1.001}{6.05 \text{ Ac}}$
- Middle Left:** $\frac{1.003}{3 \text{ Ac}}$
- Middle Center:** $\frac{1.003}{3 \text{ Ac}}$
- Middle Right:** $\frac{1.003}{3 \text{ Ac}}$
- Bottom Left:** $\frac{1.003}{3 \text{ Ac}}$
- Bottom Center:** $\frac{1.003}{3 \text{ Ac}}$
- Bottom Right:** $\frac{1.003}{3 \text{ Ac}}$
- Other Labels:** 1.001, 1.003, 1.007, 1.010, 1.015, 1.020, 1.025, 1.030, 1.035, 1.040, 1.045, 1.050, 1.055, 1.060, 1.065, 1.070, 1.075, 1.080, 1.085, 1.090, 1.095, 1.100, 1.105, 1.110, 1.115, 1.120, 1.125, 1.130, 1.135, 1.140, 1.145, 1.150, 1.155, 1.160, 1.165, 1.170, 1.175, 1.180, 1.185, 1.190, 1.195, 1.200, 1.205, 1.210, 1.215, 1.220, 1.225, 1.230, 1.235, 1.240, 1.245, 1.250, 1.255, 1.260, 1.265, 1.270, 1.275, 1.280, 1.285, 1.290, 1.295, 1.300, 1.305, 1.310, 1.315, 1.320, 1.325, 1.330, 1.335, 1.340, 1.345, 1.350, 1.355, 1.360, 1.365, 1.370, 1.375, 1.380, 1.385, 1.390, 1.395, 1.400, 1.405, 1.410, 1.415, 1.420, 1.425, 1.430, 1.435, 1.440, 1.445, 1.450, 1.455, 1.460, 1.465, 1.470, 1.475, 1.480, 1.485, 1.490, 1.495, 1.500, 1.505, 1.510, 1.515, 1.520, 1.525, 1.530, 1.535, 1.540, 1.545, 1.550, 1.555, 1.560, 1.565, 1.570, 1.575, 1.580, 1.585, 1.590, 1.595, 1.600, 1.605, 1.610, 1.615, 1.620, 1.625, 1.630, 1.635, 1.640, 1.645, 1.650, 1.655, 1.660, 1.665, 1.670, 1.675, 1.680, 1.685, 1.690, 1.695, 1.700, 1.705, 1.710, 1.715, 1.720, 1.725, 1.730, 1.735, 1.740, 1.745, 1.750, 1.755, 1.760, 1.765, 1.770, 1.775, 1.780, 1.785, 1.790, 1.795, 1.800, 1.805, 1.810, 1.815, 1.820, 1.825, 1.830, 1.835, 1.840, 1.845, 1.850, 1.855, 1.860, 1.865, 1.870, 1.875, 1.880, 1.885, 1.890, 1.895, 1.900, 1.905, 1.910, 1.915, 1.920, 1.925, 1.930, 1.935, 1.940, 1.945, 1.950, 1.955, 1.960, 1.965, 1.970, 1.975, 1.980, 1.985, 1.990, 1.995, 2.000, 2.005, 2.010, 2.015, 2.020, 2.025, 2.030, 2.035, 2.040, 2.045, 2.050, 2.055, 2.060, 2.065, 2.070, 2.075, 2.080, 2.085, 2.090, 2.095, 2.100, 2.105, 2.110, 2.115, 2.120, 2.125, 2.130, 2.135, 2.140, 2.145, 2.150, 2.155, 2.160, 2.165, 2.170, 2.175, 2.180, 2.185, 2.190, 2.195, 2.200, 2.205, 2.210, 2.215, 2.220, 2.225, 2.230, 2.235, 2.240, 2.245, 2.250, 2.255, 2.260, 2.265, 2.270, 2.275, 2.280, 2.285, 2.290, 2.295, 2.300, 2.305, 2.310, 2.315, 2.320, 2.325, 2.330, 2.335, 2.340, 2.345, 2.350, 2.355, 2.360, 2.365, 2.370, 2.375, 2.380, 2.385, 2.390, 2.395, 2.400, 2.405, 2.410, 2.415, 2.420, 2.425, 2.430, 2.435, 2.440, 2.445, 2.450, 2.455, 2.460, 2.465, 2.470, 2.475, 2.480, 2.485, 2.490, 2.495, 2.500, 2.505, 2.510, 2.515, 2.520, 2.525, 2.530, 2.535, 2.540, 2.545, 2.550, 2.555, 2.560, 2.565, 2.570, 2.575, 2.580, 2.585, 2.590, 2.595, 2.600, 2.605, 2.610, 2.615, 2.620, 2.625, 2.630, 2.635, 2.640, 2.645, 2.650, 2.655, 2.660, 2.665, 2.670, 2.675, 2.680, 2.685, 2.690, 2.695, 2.700, 2.705, 2.710, 2.715, 2.720, 2.725, 2.730, 2.735, 2.740, 2.745, 2.750, 2.755, 2.760, 2.765, 2.770, 2.775, 2.780, 2.785, 2.790, 2.795, 2.800, 2.805, 2.810, 2.815, 2.820, 2.825, 2.830, 2.835, 2.840, 2.845, 2.850, 2.855, 2.860, 2.865, 2.870, 2.875, 2.880, 2.885, 2.890, 2.895, 2.900, 2.905, 2.910, 2.915, 2.920, 2.925, 2.930, 2.935, 2.940, 2.945, 2.950, 2.955, 2.960, 2.965, 2.970, 2.975, 2.980, 2.985, 2.990, 2.995, 3.000, 3.005, 3.010, 3.015, 3.020, 3.025, 3.030, 3.035, 3.040, 3.045, 3.050, 3.055, 3.060, 3.065, 3.070, 3.075, 3.080, 3.085, 3.090, 3.095, 3.100, 3.105, 3.110, 3.115, 3.120, 3.125, 3.130, 3.135, 3.140, 3.145, 3.150, 3.155, 3.160, 3.165, 3.170, 3.175, 3.180, 3.185, 3.190, 3.195, 3.200, 3.205, 3.210, 3.215, 3.220, 3.225, 3.230, 3.235, 3.240, 3.245, 3.250, 3.255, 3.260, 3.265, 3.270, 3.275, 3.280, 3.285, 3.290, 3.295, 3.300, 3.305, 3.310, 3.315, 3.320, 3.325, 3.330, 3.335, 3.340, 3.345, 3.350, 3.355, 3.360, 3.365, 3.370, 3.375, 3.380, 3.385, 3.390, 3.395, 3.400, 3.405, 3.410, 3.415, 3.420, 3.425, 3.430, 3.435, 3.440, 3.445, 3.450, 3.455, 3.460, 3.465, 3.470, 3.475, 3.480, 3.485, 3.490, 3.495, 3.500, 3.505, 3.510, 3.515, 3.520, 3.525, 3.530, 3.535, 3.540, 3.545, 3.550, 3.555, 3.560, 3.565, 3.570, 3.575, 3.580, 3.585, 3.590, 3.595, 3.600, 3.605, 3.610, 3.615, 3.620, 3.625, 3.630, 3.635, 3.640, 3.645, 3.650, 3.655, 3.660,

CITY OF MUSCLE SHOALS, ALABAMA

RESOLUTION NO. ____-2026

A RESOLUTION APPROVING FIRE AND POLICE DEPARTMENT PAY PROPOSALS

WHEREAS, the City Council of the City of Muscle Shoals has received proposed employee compensation adjustments, including public safety pay proposals presented to the Council on March 16, 2026; and

WHEREAS, the City Council recognizes the importance of maintaining competitive compensation to support recruitment and retention of qualified personnel; and

WHEREAS, review of the financial impact of the proposed pay plans is ongoing, and a comprehensive analysis of total cost and long-term budgetary impact has not yet been completed; and

WHEREAS, the City Council acknowledges that implementation of the proposed pay adjustments may require future evaluation of funding sources and potential budget amendments;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. Approval

The City Council hereby approves the employee pay proposals as presented.

Section 2. Implementation

The appropriate city officials are authorized to implement the approved pay plans.

Section 3. Fiscal Administration

The City's financial staff is directed to start evaluating the fiscal impact of the approved pay plans and to provide recommendations to the City Council as needed regarding funding and budget adjustments.

Section 4. Effective Date

This Resolution shall become effective immediately upon adoption.

ADOPTED AND APPROVED this 6th day of April, 2026.

Council President

ATTEST:

City Clerk

2026 POLICE PAY PROPOSAL MUSCLE SHOALS POLICE

OFFICER	Hourly	Overtime	Holiday	Hourly Total	Incentive	Hourly w/Holiday	Incent Amount
Joseph Bosarge	\$26.09	\$39.14	\$2,504.64	\$56,980.56	\$1.25	\$59,485.20	\$ 2,730.00
Jesse Cesena	\$26.37	\$39.56	\$2,531.52	\$57,592.08	\$0.75	\$60,123.60	\$ 1,638.00
Brittany Coons	\$26.87	\$40.31	\$2,579.52	\$58,684.08	\$1.25	\$61,263.60	\$ 2,730.00
Glenn Davis	\$27.68	\$41.52	\$2,657.28	\$57,574.40	\$1.25	\$60,231.68	\$ 2,600.00
Frank Echols	\$27.43	\$41.15	\$2,633.28	\$57,054.40	\$1.00	\$59,687.68	\$ 2,080.00
Channin Goss	\$26.37	\$39.56	\$2,531.52	\$57,592.08	\$0.75	\$60,123.60	\$ 1,638.00
Kodie Gray	\$26.87	\$40.31	\$2,579.52	\$58,684.08	\$1.25	\$61,263.60	\$ 2,730.00
Matt Green	\$27.43	\$41.15	\$2,633.28	\$59,907.12	\$1.00	\$62,540.40	\$ 2,184.00
Ryan Green	\$25.09	\$37.64	\$2,408.64	\$54,796.56	\$0.25	\$57,205.20	\$ 546.00
Tristen Harrison	\$25.09	\$37.64	\$2,408.64	\$54,796.56	\$0.25	\$57,205.20	\$ 546.00
Nick Hayes	\$26.62	\$39.93	\$2,555.52	\$58,138.08	\$1.00	\$60,693.60	\$ 2,184.00
Brad Hulsey	\$29.26	\$43.89	\$2,808.96	\$60,860.80	\$1.50	\$63,669.76	\$ 3,120.00
Zach Huskey	\$25.09	\$37.64	\$2,408.64	\$54,796.56	\$0.25	\$57,205.20	\$ 546.00
Eric Kelley	\$29.26	\$43.89	\$2,808.96	\$60,860.80	\$1.50	\$63,669.76	\$ 3,120.00
Josh Kitchens	\$26.62	\$39.93	\$2,555.52	\$58,138.08	\$1.00	\$60,693.60	\$ 2,184.00
Kaitlin Lindsey	\$26.09	\$39.14	\$2,504.64	\$56,980.56	\$1.25	\$59,485.20	\$ 2,730.00
Thomas Marshall	\$28.26	\$42.39	\$2,712.96	\$58,780.80	\$0.50	\$61,493.76	\$ 1,040.00
Billy McBrayer	\$26.93	\$40.40	\$2,585.28	\$56,014.40	\$0.50	\$58,599.68	\$ 1,040.00
Bobby McBrayer	\$26.93	\$40.40	\$2,585.28	\$58,815.12	\$0.50	\$61,400.40	\$ 1,092.00
Antonio Patterson	\$26.12	\$39.18	\$2,507.52	\$57,046.08	\$0.50	\$59,553.60	\$ 1,092.00
JonPhillip Raper	\$25.59	\$38.39	\$2,456.64	\$55,888.56	\$0.75	\$58,345.20	\$ 1,638.00
Chysen Rapozo	\$26.12	\$39.18	\$2,507.52	\$57,046.08	\$0.50	\$59,553.60	\$ 1,092.00
Tim Reynolds	\$26.87	\$40.31	\$2,579.52	\$58,684.08	\$1.25	\$61,263.60	\$ 2,730.00
Jacob Russell	\$26.37	\$39.56	\$2,531.52	\$57,592.08	\$0.75	\$60,123.60	\$ 1,638.00
Kenneth Simpson	\$25.62	\$38.43	\$2,459.52	\$53,289.60		\$55,749.12	
Ricky Terry	\$25.87	\$38.81	\$2,483.52	\$56,500.08	\$0.25	\$58,983.60	\$ 546.00
Latham Thompson	\$26.37	\$39.56	\$2,531.52	\$57,592.08	\$0.75	\$60,123.60	\$ 1,638.00
Nathan Zahnd	\$26.62	\$39.93	\$2,555.52	\$58,138.08	\$1.00	\$60,693.60	\$ 2,184.00

SERGEANT

Eduardo Bahena	\$33.43	\$50.15	\$3,209.28	\$73,011.12	\$1.25	\$76,220.40	\$	2,730.00
Devan Franks	\$32.43	\$48.65	\$3,113.28	\$70,827.12	\$0.25	\$73,940.40	\$	546.00
Zack Lier	\$33.43	\$50.15	\$3,209.28	\$73,011.12	\$1.25	\$76,220.40	\$	2,730.00
Coty Nelson	\$33.18	\$49.77	\$3,185.28	\$72,465.12	\$1.00	\$75,650.40	\$	2,184.00
Dustin Terry	\$33.68	\$50.52	\$3,233.28	\$70,054.40	\$1.50	\$73,287.68	\$	3,120.00

LIEUTENANT

Jerney Behel	\$39.40	\$59.10	\$3,782.40	\$86,049.60	\$1.25	\$89,832.00	\$	2,730.00
Shawn Fields	\$38.90	\$58.35	\$3,734.40	\$84,957.60	\$0.75	\$88,692.00	\$	1,638.00
Bobby Newton	\$40.50	\$60.75	\$3,888.00	\$84,240.00	\$1.25	\$88,128.00	\$	2,600.00
Ryan Richardson	\$39.40	\$59.10	\$3,782.40	\$86,049.60	\$1.25	\$89,832.00	\$	2,730.00
Rusty Todd	\$39.40	\$59.10	\$3,782.40	\$86,049.60	\$1.25	\$89,832.00	\$	2,730.00
Mike West	\$38.15	\$57.23	\$3,662.40	\$79,352.00		\$83,014.40		

CAPTAIN

Marcus Johnson	\$45.28			\$94,182.40		\$94,182.40		
Jerry Reid	\$46.50			\$96,720.00		\$96,720.00		
Tommy Skipworth	\$47.85			\$99,528.00		\$99,528.00		

CHIEF

Clint Reck	\$55.24			\$114,899.20		\$114,899.20		
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ADMIN ASSISTANT

Brandon Brown	\$27.14			\$56,451.20		\$56,451.20		
Elizabeth Young	\$19.71			\$40,996.80	\$1.00	\$40,996.80	\$	2,080.00

DISPATCHER

Brett Brosnan	\$20.96	\$31.44	\$2,012.16	\$45,776.64	\$1.00	\$47,788.80	\$	2,184.00
Linsday Bosarge	\$21.21	\$31.82	\$2,036.16	\$46,322.64	\$1.25	\$48,358.80	\$	2,730.00
Jessyca Green	\$20.59	\$30.89	\$1,976.64	\$44,968.56		\$46,945.20		
Deneesya Hays	\$20.21	\$30.32	\$1,940.16	\$44,138.64	\$0.25	\$46,078.80	\$	546.00

CORRECTIONS

Toleta Beckwith	\$19.96	\$29.94	\$1,916.16	\$43,592.64	\$45,508.80
Sharon Green	\$20.59	\$30.89	\$1,976.64	\$44,968.56	\$46,945.20
Lucas Fuller	\$20.21	\$30.32	\$1,940.16	\$44,138.64	\$46,078.80
			\$0.25		\$
					546.00

Overtime Pay	Holiday Pay	Hourly Total	Total W/Incent	Incentive Total
\$ 141,958.00	\$123,986.88	\$3,291,575.04	\$3,415,561.92	\$ 80,860.00

Vacation Sold	Proposed Increase
\$87,285.00	\$ 326,940.92

Hourly Total With Incentive
\$ 3,415,561.92

Overall Total
\$ 3,644,804.92

SRO Reimbursement
 (\$158,184.32)

Employee Name	Hourly	Overtime	Holiday	Hourly Total	Kelley Day Total	Hourly + Overtime	Combined Total	Incentive	Incentive Amount
Ryan Andrews	\$41.30	\$61.95	\$0.00	\$85,904.00	\$0.00	\$85,904.00	\$85,904.00	\$ 1.25	\$ 3,445.00
Wesley Beard	\$18.32	\$27.48	\$1,758.72	\$50,489.92	\$4,506.72	\$54,996.64	\$56,755.36	\$ 0.25	\$ 689.00
Carson Bentley	\$19.89	\$29.84	\$1,909.44	\$54,816.84	\$4,892.94	\$59,709.78	\$61,619.22	\$ 1.25	\$ 3,445.00
Todd Bohannon	\$32.37	\$48.56	\$3,107.52	\$89,211.72	\$7,963.02	\$97,174.74	\$100,282.26	\$ 1.00	\$ 2,756.00
Frankie Brooks	\$28.25	\$42.38	\$2,712.00	\$77,857.00	\$6,949.50	\$84,806.50	\$87,518.50	\$ 0.50	\$ 1,378.00
Kevin Brown	\$28.25	\$42.38	\$2,712.00	\$77,857.00	\$6,949.50	\$84,806.50	\$87,518.50	\$ 0.50	\$ 1,378.00
Justin Caldwell	\$23.91	\$35.87	\$2,295.36	\$65,895.96	\$5,881.86	\$71,777.82	\$74,073.18	\$ 0.50	\$ 1,378.00
Ben Chester	\$31.87	\$47.81	\$3,059.52	\$87,833.72	\$7,840.02	\$95,673.74	\$98,733.26	\$ 0.50	\$ 1,378.00
Craig Cleaver	\$24.66	\$36.99	\$2,367.36	\$67,962.96	\$6,066.36	\$74,029.32	\$76,396.68	\$ 1.25	\$ 3,445.00
Pat Collins	\$29.30	\$43.95	\$2,812.80	\$80,750.80	\$7,207.80	\$87,958.60	\$90,771.40	\$ 0.75	\$ 2,067.00
Alex Denton	\$18.89	\$28.34	\$1,813.44	\$52,060.84	\$4,646.94	\$56,707.78	\$58,521.22	\$ 0.25	\$ 689.00
Mitch Dixon	\$23.66	\$35.49	\$2,271.36	\$65,206.96	\$5,820.36	\$71,027.32	\$73,298.68	\$ 0.25	\$ 689.00
Jackson Freeman	\$18.32	\$27.48	\$1,758.72	\$50,489.92	\$4,506.72	\$54,996.64	\$56,755.36	\$ 0.25	\$ 689.00
Dakota Fromhold	\$18.32	\$27.48	\$1,758.72	\$50,489.92	\$4,506.72	\$54,996.64	\$56,755.36	\$ 0.25	\$ 689.00
Wesley Gamble	\$28.75	\$43.13	\$2,760.00	\$79,235.00	\$7,072.50	\$86,307.50	\$89,067.50	\$ 1.00	\$ 2,756.00
Dustin George	\$18.32	\$27.48	\$1,758.72	\$50,489.92	\$4,506.72	\$54,996.64	\$56,755.36	\$ 0.25	\$ 689.00
Zach Hawn	\$17.24	\$25.86	\$1,655.04	\$47,513.44	\$4,241.04	\$51,754.48	\$53,409.52	\$ 0.75	\$ 2,067.00
Kyler Hill	\$18.82	\$28.23	\$1,806.72	\$51,867.92	\$4,629.72	\$56,497.64	\$58,304.36	\$ 0.75	\$ 2,067.00
Chris Hogeland	\$47.85	\$0.00	\$0.00	\$99,528.00	\$0.00	\$99,528.00	\$99,528.00	\$ -	\$ -
John Hyde	\$53.67	\$0.00	\$0.00	\$111,633.60	\$0.00	\$111,633.60	\$111,633.60	\$ -	\$ -
Will Kelley	\$31.62	\$47.43	\$3,035.52	\$87,144.72	\$7,778.52	\$94,923.24	\$97,958.76	\$ 0.25	\$ 689.00
Coleton Knipper	\$24.66	\$36.99	\$2,367.36	\$67,962.96	\$6,066.36	\$74,029.32	\$76,396.68	\$ 1.25	\$ 3,445.00
Matthew Lesley	\$23.66	\$35.49	\$2,271.36	\$65,206.96	\$5,820.36	\$71,027.32	\$73,298.68	\$ 0.25	\$ 689.00
Troy Malesky	\$16.99	\$25.49	\$1,631.04	\$46,824.44	\$4,179.54	\$51,003.98	\$52,635.02	\$ 1.25	\$ 3,445.00
Codi Martin	\$18.57	\$27.86	\$1,782.72	\$51,178.92	\$4,568.22	\$55,747.14	\$57,529.86	\$ 0.50	\$ 1,378.00
Bradley Mifflin	\$19.39	\$29.09	\$1,861.44	\$53,438.84	\$4,769.94	\$58,208.78	\$60,070.22	\$ 0.75	\$ 2,067.00
Kyle Miller	\$28.50	\$42.75	\$2,736.00	\$78,546.00	\$7,011.00	\$85,557.00	\$88,293.00	\$ 0.75	\$ 2,067.00
James Norton	\$16.99	\$25.49	\$1,631.04	\$46,824.44	\$4,179.54	\$51,003.98	\$52,635.02	\$ 1.25	\$ 3,445.00
Zach Pate	\$23.91	\$35.87	\$2,295.36	\$65,895.96	\$5,881.86	\$71,777.82	\$74,073.18	\$ 0.50	\$ 1,378.00
Adam Rainey	\$28.50	\$42.75	\$2,736.00	\$78,546.00	\$7,011.00	\$85,557.00	\$88,293.00	\$ 0.75	\$ 2,067.00
Wesley Sharpton	\$23.66	\$35.49	\$2,271.36	\$65,206.96	\$5,820.36	\$71,027.32	\$73,298.68	\$ 0.25	\$ 689.00

Employee Name	Hourly	Overtime	Holiday	Hourly Total	Kelley Day Total	Hourly + Overtime	Combined Total	Incentive	Incentive Amount
Raymond Shultz	\$20.48	\$30.72	\$1,966.08	\$56,442.88	\$5,038.08	\$61,480.96	\$63,447.04	\$ 1.25	\$ 3,445.00
Nick South	\$19.89	\$29.84	\$1,909.44	\$54,816.84	\$4,892.94	\$59,709.78	\$61,619.22	\$ 1.25	\$ 3,445.00
Josh Southern	\$18.82	\$28.23	\$1,806.72	\$51,867.92	\$4,629.72	\$56,497.64	\$58,304.36	\$ 0.75	\$ 2,067.00
Brian Stafford	\$47.50	\$71.25	\$0.00	\$98,800.00	\$0.00	\$98,800.00	\$98,800.00	\$ 1.00	\$ 2,080.00
Kyle Taylor	\$19.39	\$29.09	\$1,861.44	\$53,438.84	\$4,769.94	\$58,208.78	\$60,070.22	\$ 0.75	\$ 2,067.00
Nick Thomason	\$30.00	\$45.00	\$2,880.00	\$82,680.00	\$7,380.00	\$90,060.00	\$92,940.00	\$ 1.25	\$ 3,445.00
Chase Weatherford	\$29.05	\$43.58	\$2,788.80	\$80,061.80	\$7,146.30	\$87,208.10	\$89,996.90	\$ 0.50	\$ 1,378.00
Stephon Wess	\$30.38	\$45.57	\$2,916.48	\$83,727.28	\$7,473.48	\$91,200.76	\$94,117.24	\$ 1.00	\$ 2,756.00
Terry Wright	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	\$ -
Overtime	Holiday	Hourly Total	Kelley Day Total	Hourly + Overtime	Combined Total	Incentive Total			
2026 Totals	\$79,065.60	\$2,665,707.20	\$202,605.60	\$2,868,312.80	\$2,947,378.40	\$ 73,736.00			
2026 Add OT	Budget	\$125,000.00							
2024 - 2025	Budget	\$78,079.00	\$2,349,957.00	\$321,648.00					
2026	Proposal								
2024 - 2025	Total					\$2,749,684.00			
2026	Increase					\$322,694.40			

Muscle Shoals Fire Department

Pay Proposal Incentives

2026

Name	Rank	Bachelors Degree	Associates Degree	Smoke Diver	Hazmat Dive Team	Miscellaneous	Total Incentive
Ryan Andrews	Training Officer		X	X	X	Advanced EMT	\$ 1.25
Wesley Beard	Firefighter					Shift Diff.	\$ 0.25
Carson Bentley	Firefighter	X				Shift Diff.	\$ 1.25
Todd Bohannon	Battalion Chief			X	X	SWAT Team / Shift Diff.	\$ 1.00
Frankie Brooks	Lieutenant				X	Shift Diff.	\$ 0.50
Kevin Brown	Lieutenant				X	Shift Diff.	\$ 0.50
Justin Caldwell	Driver				X	Shift Diff.	\$ 0.50
Ben Chester	Battalion Chief				X	Shift Diff.	\$ 0.50
Craig Cleaver	Driver	X		X			\$ 1.25
Pat Collins	Lieutenant					Military / Shift Diff.	\$ 0.75
Alex Denton	Firefighter					Shift Diff.	\$ 0.25
Mitch Dixon	Driver					Shift Diff.	\$ 0.25
Jackson Freeman	Firefighter					Shift Diff.	\$ 0.25
Dakota Fromhold	Firefighter					Shift Diff.	\$ 0.25
Wes Gamble	Lieutenant		X		X	Shift Diff.	\$ 1.00
Dustin George	Firefighter					Shift Diff.	\$ 0.25
Zach Hawn	Firefighter					Military / Shift Diff.	\$ 0.75
Kyler Hill	Firefighter		X			Shift Diff.	\$ 0.75
Chris Hogeland	Assistant Chief				X		\$ -
John Hyde	Chief				X		\$ -
Will Kelley	Battalion Chief					Shift Diff.	\$ 0.25
Coleton Knipper	Driver	X		X			\$ 1.25
Matthew Lesley	Driver					Shift Diff.	\$ 0.25
Troy Malesky	Firefighter	X			X		\$ 1.25
Codi Martin	Firefighter				X	Shift Diff.	\$ 0.50
Bradley Mifflin	Firefighter		X			Shift Diff.	\$ 0.75
Kyle Miller	Lieutenant			X	X	Shift Diff.	\$ 0.75
James Norton	Firefighter	X				Military	\$ 1.25
Zach Pate	Driver				X	Shift Diff.	\$ 0.50
Adam Rainey	Lieutenant					Military / Shift Diff.	\$ 0.75
Wesley Sharpston	Driver					Shift Diff.	\$ 0.25
Raymond Shultz	Firefighter		X		X	Military	\$ 1.25
Nick South	Firefighter	X				Shift Diff.	\$ 1.25
Josh Southern	Firefighter					Military / Shift Diff.	\$ 0.75
Brian Stafford	Fire Marshal	X					\$ 1.00
Kyle Taylor	Firefighter			X	X	Shift Diff.	\$ 0.75
Nick Thomason	Lieutenant	X				Shift Diff.	\$ 1.25
Chase Weatherford	Lieutenant				X	Shift Diff.	\$ 0.50
Stephon Wess	Lieutenant				X	Military / Shift Diff.	\$ 1.00
Terry Wright	Fire Inspector						\$ -
		\$ 1.00	\$ 0.50	\$ 0.25	\$ 0.25	Military \$.50 Shift Diff. \$.25 Adv. EMT / SWAT \$.25	

NOTICE TO THE PUBLIC

The **City of Muscle Shoals** is now accepting applications from **qualified residents** for membership on the following municipal boards:

Board	Term	Term Ending
Board of Education	5 years	June 2031
North Alabama Gas District	6 years	May 2032

📌 **Application Deadline: April 16, 2025**

Applications are available at the **City Clerk's Office** in City Hall, located at **2010 East Avalon Avenue**, or online at www.cityofmuscleshoals.com. **Qualifications for board membership, as approved by the City Council, are attached.**

For additional information, please contact the **City Clerk's Office** at **(256) 383-5675** during business hours:

🕒 **Monday – Friday, 7:45 AM – 4:30 PM**

Brittney Walker
City Clerk, City of Muscle Shoals

📅 **Posted: April 2, 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: 4-1-26
Time: 10:04 am
Full Name: Chuck Branch
Address: 880 Montclair Rd
Phone Number: 205-218-9652
Email (optional): _____

Date of Council Meeting: April 11, 2024

Subject of Presentation:
Chuck Branch Nextsite
proposal (work session)

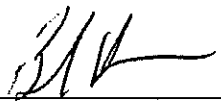
Specific Questions or Points to Address:

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: 4-1-2024

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



**AGREEMENT TO PROVIDE
RESEARCH, MARKETING & CONSULTING SERVICES**

THIS AGREEMENT is executed by and between NextSite, LLC, an Alabama limited liability company (hereinafter referred to as "Consultant") and the City of Muscle Shoals, Alabama (hereinafter referred to as "Client") on March 31, 2026 as follows:

WHEREAS the Client desires to have performed those services identified on Exhibit B attached hereto (the "Project") for the City of Muscle Shoals, Alabama which it believes will promote the efficient operation of the Client; and,

WHEREAS, Consultant has made a proposal to the Client to provide research, marketing and consulting services related to the Project to the Client as further forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide research, marketing and professional consulting to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

1. SCOPE OF SERVICES

Consultant agrees, for the consideration stated herein, to provide research, marketing and professional consulting and related services to the Client for the Project as set out in Exhibit B. The engagement will focus on the site(s) identified by the Client and Consultant to proactively recruit commercial development and redevelopment.

2. TIME OF PERFORMANCE

Consultant shall provide services to the client for the period **March 31, 2025 to March 30, 2031**, or any extension thereof.

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, the Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work and policies being carried on by the Client.

3. **COMPENSATION**

The Client agrees to pay Consultant for the services as set forth herein, a retainer of \$25,000 for each of the first three years plus the success fees outlined in Exhibit A below. Client also agrees to pay success fees for years four through six. **All invoices are due 15 days from the date of the invoice.**

Client acknowledges that affiliates and strategic partners of consultant act in the capacity of a real estate advisory service business and may earn fees for services including development, leasing and real estate advisory fees in the performance of such affiliates services as part of the scope of the Project. The fees earned by such affiliates and strategic partners are not the responsibility of the City of Muscle Shoals.

4. **CLIENT RESPONSIBILITIES**

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for consultant access to relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by consultant and in Client's possession.

5. **LEVEL OF COMPETENCE**

Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Client are qualified and competent to perform the services required. Such personnel shall not be employees of or have any pre-existing contractual relationship with the Client. All the services required hereunder will be performed by consultant or under its supervision.

The Project Directors for the performance of services by consultant pursuant to the terms and conditions of this agreement shall be Jacqueline Chandler. Consultant will also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate.

6. MATERIALS/CONFIDENTIALITY

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda, and all other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services, the Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by the Client.

7. INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. Except for Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights.

8. INFORMATION AND REPORTS

Consultant shall furnish periodic reports concerning the status of the project to the Client's representative pursuant to a schedule agreed upon by Consultant and Client. Consultant shall furnish the Client, upon request, electronic copies of all documents and other material prepared or developed as part of the project. Such requests shall be reasonable and within normal business practices for such work.

9. COPYRIGHT INFORMATION

The Client acknowledges that all intellectual property developed during the course of this agreement by consultant shall belong exclusively to consultant. However, the Client may utilize

any of the foregoing for and on behalf of its internal operations, to support existing business and entrepreneurial growth and all commercial development efforts in its communities and county but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

10. APPLICABLE LAWS

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to the Client.

11. INSURANCE

The consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

12. TERMINATION

Should Consultant violate any of the terms of this Contract or otherwise fail to fulfill its obligations set forth under Exhibit B of this Contract, Client shall immediately provide consultant written notice of any alleged deficiencies in performance and Consultant shall have thirty (30) days from the date notice is received to cure any alleged deficiencies in performance. In no way shall more than two (2) opportunities to cure be afforded to consultant within a twelve- month period. Should Consultant fail to remedy the alleged defect in performance after being given the opportunity to do so, Client shall have the right to terminate this Contract. All fees paid for any term shall be deemed fully earned when paid and are not subject to refund following any termination hereunder.

13. CONFLICT OF INTEREST

The Consultant represents and warrants to the Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to the Client pursuant to the terms and conditions of this agreement.

14. NOTICES/PARTIES REPRESENTATIVES

The primary representative of the Client for this agreement shall be Mayor Billy Hudson or such other representative as the city may designate in the future.

All notices, bills, and invoices required by this agreement shall be sufficient if sent by the parties hereto by email to person(s) designated by the Mayor.

Client: City of Muscle Shoals
Attn: Mayor Billy Hudson
2010 E. Avalon Avenue
Muscle Shoals, AL 35661

Consultant: NextSite LLC
880 Montclair Road
Suite 625
Birmingham, AL 35213
Attention: Chuck Branch

15. REPRESENTATIVE CAPACITY

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees. As part of our work on behalf of your community, NextSite connects with dozens of retailers, restaurants, developers, brokers and tenant reps. Our focus is to position your community with the decision makers that drive the development process for concepts likely to consider markets like the City of Talladega, AL. Client acknowledges that one of the key benefits of this engagement is local support of the community's existing businesses and entrepreneurial opportunities both of which fall outside the scope of NextSite's services beyond the delivery of research and market analysis.

16. MISCELLANEOUS

Each party to this agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
- D. That each party has duly authorized and empowered a representative execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.

E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.

F. That each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third-party beneficiaries to this agreement, except that the city may share any research, market analysis, reports, etc. generated by the consultant as part of the engagement, with agencies and authorities working for or on behalf of the city.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Law: The laws of the State of Alabama, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

CLIENT:

City of Muscle Shoals, AL

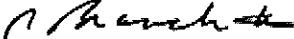
By: _____

Title: _____

Date: _____

CONSULTANT:

NextSite, LLC

By 

Title: CEO

Date: 3/31/2026

Exhibit A - Success Fees

Client will pay NextSite LLC recruitment success fees per the schedule below on any project opened, under construction or under LOI resulting from any of NextSite's services during **the three-year retainer engagement or within thirty-six months** of March 31, 2028 or any extension thereof.

- Restaurant(s) – QSR, FSR or Fast Casual - \$17,500 per location
- Tenant less than 15,000 square feet - \$20,000
- Tenant between 15,001 and 50,000 square feet - \$30,000
- Tenant between 50,001 and 90,000 square feet - \$50,000
- Tenant between 90,001 and 120,000 square feet - \$80,000
- Tenant greater than 120,001+ square feet - \$100,000 per location
- Mixed-use or Entertainment - \$1/square foot
- Residential or Hospitality - \$50,000 per location if the developer is introduced to the market.