



402 LEE STREET
DECATUR, ALABAMA 35601
JULY 3, 2023

Council Chambers	Regular City Council Meeting	6:00 PM
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I. CALL MEETING TO ORDER:

II. INVOCATION: *Decatur Police Chaplain, Pastor Joe McKaig*

III. PLEDGE OF ALLEGIANCE:

IV. ROLL CALL OF ELECTED OFFICIALS:

Council President Jacob Ladner, District 5
Council Pro Tempore Carlton McMasters, District 3
Council Member Billy Jackson, District 1
Council Member Kyle Pike, District 2
Council Member Hunter Pepper, District 4

V. APPROVAL OF MINUTES:

- A. June 12, 2023 - 5:00 PM Council Work Session
[06 12 2023 WS.pdf](#)
- B. June 20, 2023 - 9:30 AM Council Work Session
[06 20 2023 WS.pdf](#)
- C. June 20, 2023 - 10:00 AM Council Meeting
[06 20 2023 CM.pdf](#)

VI. SET PUBLIC HEARINGS:

- A. Resolution No. 23-169: Approve abatement of unsafe conditions at 305 7th Ave. NW
Set Public Hearing for August 7, 2023 at 6:00pm
[Res_No_23-169_305_7th_Ave._NW_DEMO.pdf](#)

VII. PUBLIC HEARINGS:

- A. Resolution No. 23-014: Approve abatement of unsafe conditions at 16 Cherry St. NE

Removed from agenda June 26, 2023 for abatement process to begin with the new owner.

- B. Ordinance No. 23-4558: Approve Pre-Zoning Request 1417-23 for 19.59 acres more or less located at 2709 Beltline Road SW to a M-1A, Expressway Commercial District Public Hearing was set June 5, 2023
[Ord No 23-4558 Pre-Zoning 1417-23 Beltline-Mitchell Ventures.pdf](#)
[Legal 1 document - 1417-23 - Mitchell Ventures Beltline Rd.doc](#)
[Legal 2 document 1417-23 Beltline Road - Mitchell Ventures.doc](#)
[Exhibit A - Pre-zoning 1417-23.pdf](#)
[zoning 1417 aerial.pdf](#)
[zoning 1417 zoning.pdf](#)
[Zoning Comparison 1417-23.pdf](#)
[Staff Report - PreZone 1417-23.pdf](#)

VIII. WEED ABATEMENTS:

- A. Resolution No. 23-170: Assess \$293.50 against 218 12th Ave. NW for cost of abatement of nuisance
[Res_No_23-170_218_12th_Ave._NW.pdf](#)
- B. Resolution No. 23-171: Assess \$293.50 against 303 11th Ave. NW for cost of abatement of nuisance
[Res_No_23-171_303_11th_Ave._NW.pdf](#)
- C. Resolution No. 23-172: Assess \$293.50 against 1208 20th Ave. SE for cost of abatement of nuisance
[Res_No_23-172_1208_20th_Ave._SE.pdf](#)
- D. Resolution No. 23-173: Assess \$293.50 against 1405 15th Ave. SE for cost of abatement of nuisance
[Res_No_23-173_1405_15th_Ave._SE.pdf](#)
- E. Resolution No. 23-174: Assess \$293.50 against 1411 8th St. SE for cost of abatement of nuisance
[Res_No_23-174_1411_8th_St._SE.pdf](#)
- F. Resolution No. 23-175: Assess \$293.50 against 1121 10th Ave. SE for cost of abatement of nuisance
[Res_No_23-175_1121_10th_Ave._SE.pdf](#)
- G. Resolution No. 23-176: Assess \$293.50 against 1810 White St. SE for cost of abatement of nuisance
[Res_No_23-176_1810_White_St._SE.pdf](#)
- H. Resolution No. 23-177: Assess \$293.50 against 3007 Cotton Pl. SW for cost of abatement of nuisance
[Res_No_23-177_3007_Cotton_Pl._SW.pdf](#)
- I. Resolution No. 23-178: Assess \$293.50 against 1616 Danville Rd. SW for cost of

abatement of nuisance

[Res_No_23-178_1616_Danville_Rd._SW.pdf](#)

- J. Resolution No. 23-179: Assess \$462.50 against 1811 Danville Rd. SW for cost of abatement of nuisance

[Res_No_23-179_1811_Danville_Rd._SW.pdf](#)

- K. Resolution No. 23-180: Assess \$293.50 against 2804 Lake Knoll Dr. SW for cost of abatement of nuisance

[Res_No_23-180_2804_Lake_Knoll_Dr._SW.pdf](#)

IX. RESOLUTIONS:

- A. Resolution No. 23-181: Approve Replacement of STP and Entry Boots and Repair of Conduit to City Compound Fuel Island

[Res_No_23-181_Fuel_Island_Repair.pdf](#)

[Quote City of Decatur 2023D \(GCR\).pdf](#)

- B. Resolution No. 23-182: Approve change order No. 2 for TTL, Inc. for additional CQA and CMT services for the construction of Cell 16

[Res_No_23-182_TTL_ChangeOrder2CQA_and_CMT_services.pdf](#)

[TTL Change Order 2 _Cell 16.pdf](#)

- C. Resolution No. 23-183: Approve \$5000 sponsorship for the Dia de los Muertos Event

[Res_No_23-183__Dia_de_los_Muertos_Sponsorship.pdf](#)

- D. Resolution No. 23-184: Approve DYS Central Parkway lease addendum

[Res_No_23-184_DYS_Central_Parkway_lease_addendum.pdf](#)

[1502 Central Parkway Addendum to Lease \\$150.00 room.doc](#)

- E. Resolution No. 23-185: Approve E-Center HVAC Installation

[Res_No_23-185_FY23_RES_-_UAFB_-_HVAC_E-Center.pdf](#)

[HVAC - E-Center.pdf](#)

X. ORDINANCES - FIRST READING:

- A. Ordinance No. 23-4559: Approve Amendment to Solid Waste Definitions, Section 19-1; Code of Decatur, Alabama

[Ord_No_23-4559_Revised_Solid_Waste_Disposal_Fees.pdf](#)

- B. Ordinance No. 23-4561: Approve Revised Solid Waste Disposal Fees at the Municipal Landfill

[Ord_No_23-4561_Landfill_rate_changes.pdf](#)

- C. Ordinance No. 23-4562: Approve Gas Ordinance Additions to Section 23-231

[Ord_No_23-4562-Large_Volume_Industrial_Gas_User_Rate_Schedule.pdf](#)

[Council Letter July 3 2023.pdf](#)

- D. Ordinance No. 23-4563: Approve Gas Rate Customer Eligibility Revisions in Section 23-231 of City Code

XI. ORDINANCES:

- A. Ordinance No. 23-4560: Approve Annexation Request - 374-23 for approximately 19.59 acres located at 2709 Beltline Road SW
First Reading June 20, 2023
[Ord_No_23-4560_Annex_374-23_2709_Beltline.pdf](#)
[Annexation 374-23 Application Submittal.pdf](#)
[Questionnaire for Annexation 374-23.pdf](#)
[Annex 374 Zoning.pdf](#)
[Staff Report Annexation 374-23.pdf](#)
[Exhibit A - Pre-zoning 1417-23 and 374-23 annexation.pdf](#)

XII. BOARDS AND COMMITTEES:

- A. Appoint Marshall Wise to the Library Board with term expiring June 30, 2026

XIII. ADJOURNMENT:

THE NEXT COUNCIL WORK SESSION WILL BE HELD ON JULY 10, 2023 AT 5:00PM.

THE NEXT REGULAR COUNCIL MEETING WILL BE HELD ON JULY 17, 2023 AT 10:00AM.

NOTE: CHANGES TO A CITY COUNCIL AGENDA MAY BE NECESSARY PRIOR TO THE CITY COUNCIL MEETING. SUCH CHANGES MAY NOT BE INCLUDED ON THE CITY COUNCIL AGENDA ON THE WEBSITE.

PLEASE BE ADVISED: ANYONE PLANNING TO MAKE A PRESENTATION TO THE COUNCIL AT A WORK SESSION OR RELATED TO AN ITEM BEING ADDRESSED AT A COUNCIL MEETING THAT WILL REQUIRE AUDIO/VISUAL EQUIPMENT (I.E. POWERPOINT, SCREEN, PROJECTOR, ETC.) ARE REQUIRED TO NOTIFY THE INFORMATION SYSTEMS DEPARTMENT **TWO BUSINESS DAYS** BEFORE THE PRESENTATION AT 256-341-4700.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Stephanie Simon, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: APPROVAL OF MINUTES:

SUBJECT: June 12, 2023 - 5:00 PM Council Work Session

FINANCIAL IMPACT: NA

SUGGESTED ACTION:

ATTACHMENTS:
[06 12 2023 WS.pdf](#)

CITY HALL, DECATUR, ALABAMA, JUNE 12, 2023 – 5:00 PM WORK SESSION

The members of the City Council of the City of Decatur, Alabama met on Monday, June 12, 2023 at 5:00 p.m. in the Council Chambers on the 1st floor of Decatur City Hall located at 402 Lee Street, Decatur, AL.

The following members were present: Ladner, McMasters, Jackson,
Pike and Pepper

Present at the work session were Mayor Bowling, City Attorney Herman Marks, Assistant City Attorney Ruth Priest, CFO Kyle Demeester, Police Chief Pinion, Purchasing Agent Jeremy Sherrill, Development Director Dane Shaw, Revenue Department Emma Anders, Planning Manager Lee Terry, IS Director Brad Phillips and City Clerk Stephanie Simon.

Kelly Thomas, Executive Director of DDRA asked Council for funding of the Dia de los Muertos event that is being held this year. Mrs. Thomas stated that last year's event was a success with approximately 3500 people attending. She asked for \$5000 to help with the cost of food and performers.

Mauri Juarez with DDRA stated the funds would be used for decorations, cultural dancers, and food such as the sweetbread and hot chocolate that were given out last year to the first 300 in attendance. Ms. Juarez said this event will take place on November 2, 2023 and it is not just for the Hispanic community but the whole community.

Council reviewed the June 20, 2023 agenda.

Mayor Bowling congratulated Pryor Field Executive, Adam Fox on the success of the airshow that took place over the weekend.

Council President Ladner congratulated Chief Pinion on his graduation from the FBI academy.

There being no further business the meeting adjourned at 5:15 pm.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Stephanie Simon, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: APPROVAL OF MINUTES:

SUBJECT: June 20, 2023 - 9:30 AM Council Work Session

FINANCIAL IMPACT: NA

SUGGESTED ACTION:

ATTACHMENTS:
[06 20 2023 WS.pdf](#)

CITY HALL, DECATUR, ALABAMA, JUNE 20, 2023 – 9:30 AM WORK SESSION

The members of the City Council of the City of Decatur, Alabama met on Tuesday, June 20, 2023 at 9:30 a.m. in the Council Chambers on the 1st floor of Decatur City Hall located at 402 Lee Street, Decatur, AL.

The following members were present: Ladner, McMasters, Jackson*9:34
Pike and Pepper

Present at the work session were, City Attorney Herman Marks, Assistant City Attorney Ruth Priest, CFO Kyle Demeester, Revenue Manager Lori Rossetti, Police Chief Pinion, Community Development Manager Allen Stover, IS Director Brad Phillips, and City Clerk Stephanie Simon.

Council reviewed the June 20, 2023 agenda.

There being no further business the meeting adjourned at 9:36 am.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Stephanie Simon, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: APPROVAL OF MINUTES:

SUBJECT: June 20, 2023 - 10:00 AM Council Meeting

FINANCIAL IMPACT: NA

SUGGESTED ACTION:

ATTACHMENTS:
[06 20 2023 CM.pdf](#)



MINUTES
REGULAR CITY COUNCIL MEETING
JUNE 20, 2023 – 10:00 AM

I. CALL MEETING TO ORDER:

Council President Jacob Ladner called the meeting to order at 6:00pm.

II. INVOCATION:

Pastor Joe McKaig, Decatur Baptist Church

III. PLEDGE OF ALLEGIANCE:

Pastor Joe McKaig with Decatur Baptist Church led the Pledge of Allegiance.

IV. ROLL CALL OF ELECTED OFFICIALS:

Present - Council President Jacob Ladner, District 5

Present - Council Pro-Tempore Carlton McMasters, District 3

Present - Council Member Billy Jackson, District 1

Present - Council Member Kyle Pike, District 2

Present - Council Member Hunter Pepper, District 4

V. APPROVAL OF MINUTES:

A. June 5, 2023 - 5:00 PM Council Work Session

[06 05 2023 WS.pdf](#)

Moved by Hunter Pepper; seconded by Kyle Pike to Approve.

Motion Passed: 5- 0

Voting For: Jacob Ladner, Carlton McMasters, Billy Jackson, Kyle Pike, Hunter Pepper

Voting Against: None

B. June 5, 2023 - 6:00 PM Council Meeting

[06 05 2023 CM.pdf](#)

Moved by Carlton McMasters; seconded by Kyle Pike to Approve.

Motion Passed: 5- 0

Voting For: Jacob Ladner, Carlton McMasters, Billy Jackson, Kyle Pike, Hunter Pepper

Voting Against: None

VI. APPROVE MONTHLY BILLS:

A. Approve May 2023 Monthly Bills

[Copy of AP CHECKS WRITTEN IN MAY 2023 FOR COUNCIL APPROVAL.pdf](#)

Moved by Hunter Pepper; seconded by Carlton McMasters to Approve.

Motion Passed: 5- 0

Voting For: Jacob Ladner, Carlton McMasters, Billy Jackson, Kyle Pike, Hunter Pepper

Voting Against: None

VII. PUBLIC HEARINGS:

A. Resolution No. 23-146: Approve request for Off Premise Retail Liquor, Beer & Wine License (Class II Lounge) for Chesko, Inc. DBA Star Spirits & Beverages at 601 6th Ave NE, Decatur, AL 35601

This being the date, time and place set for the public hearing Council President Ladner opened the meeting for comment. There being none he closed the hearing and asked Council for a motion.

[Res_No_23-146_Chesko_Inc_DBA_Star_Spirits \(1\).pdf](#)

Moved by Hunter Pepper; seconded by Carlton McMasters to Approve.

Motion Passed: 5- 0

Voting For: Jacob Ladner, Carlton McMasters, Billy Jackson, Kyle Pike, Hunter Pepper

Voting Against: None

B. Resolution No. 23-159: Approve request for Off-Premise Beer and Wine License for Don's Mercantile at 119 2nd Ave NE, Decatur, AL 35601

This being the date, time and place set for the public hearing Council President Ladner opened the meeting for comment. There being none he closed the hearing and asked Council for a motion.

[Res_No_23-159_Don_s_Mercantile \(1\).pdf](#)

Moved by Hunter Pepper; seconded by Kyle Pike to Approve.

Motion Passed: 5- 0

Voting For: Jacob Ladner, Carlton McMasters, Billy Jackson, Kyle Pike, Hunter Pepper

Voting Against: None

VIII. RESOLUTIONS:

- A. Resolution No. 23-160: Approve Special Use Permit for AT&T to modify existing equipment located at 703-A 5th Avenue SW

[Res_No_23-160_ATT 703-A 5th Avenue MOD4.pdf](#)

Moved by Hunter Pepper; seconded by Kyle Pike to Approve.

Motion Passed: 5- 0

Voting For: Jacob Ladner, Carlton McMasters, Billy Jackson, Kyle Pike, Hunter Pepper

Voting Against: None

- B. Resolution No. 23-161: Approve agreement with Trevor Butcher, KCE2 Inc. for water infrastructure upgrade for the development located at 719 Bank Street

Discussion:

Council Member Jackson asked if the buildings were to be occupied within the time frame or just a CO was needed.

Mr. Marks stated that a CO was only needed.

[Res_No_23-161_719_Bank_Street_Water_Infrastructure_Upgrade \(3\).pdf](#)
[Water Infrastructure Upgrade Agreement with KCE2 Inc.pdf](#)

Moved by Kyle Pike; seconded by Hunter Pepper to Approve.

Motion Passed: 4- 1

Voting For: Jacob Ladner, Carlton McMasters, Kyle Pike, Hunter Pepper

Voting Against: Billy Jackson

- C. Resolution No. 23-155: Approve Aid-to-Construction Agreement between City of Decatur & Decatur Utilities for 719 Bank Street Apartments & Retail
Tabled from June 5, 2023 meeting.

[Res_No_23-155_DU-City_Aid_to_Construction_Agreement.pdf](#)
[Aid-to-Construction_Agreement-719_Bank_Street_Apts.pdf](#)

Moved by Kyle Pike; seconded by Hunter Pepper to Approve.

Motion Passed: 4- 1

Voting For: Jacob Ladner, Carlton McMasters, Kyle Pike, Hunter Pepper

Voting Against: Billy Jackson

- D. Resolution No. 23-162: Approve Agreement between City of Decatur & Riverstone Capital Group, LLC for a Public Access Road Adjacent to Intersection of Hwy 67 and Country Club Road SE

[Res_No_23-162_Agreement_City-Riverstone_Capital__Access_Rd-Target.pdf](#)
[Agreement-Target__City_of_Decatur-Riverstone_Capital_Gr__Public_Access_Rd.pdf](#)
[HWY 67 Access Rd - Exhibit A.pdf](#)

Moved by Carlton McMasters; seconded by Kyle Pike to Approve.

Motion Passed: 4- 1

Voting For: Jacob Ladner, Carlton McMasters, Kyle Pike, Hunter Pepper

Voting Against: Billy Jackson

- E. Resolution No. 23-163: Award bid #23-019 for Sports Field and Course Preparation to Pro Rain Irrigation Services, Inc.

[Res_No_23-163_Bid_23-019_Pro_Rain_Irrigation.pdf](#)
[Bid 23-019 Sports Field -Course Prep.pdf](#)

Moved by Hunter Pepper; seconded by Carlton McMasters to Approve.

Motion Passed: 5- 0

Voting For: Jacob Ladner, Carlton McMasters, Billy Jackson, Kyle Pike, Hunter Pepper

Voting Against: None

- F. Resolution No. 23-164: Award Bid #23-021 for new Sanitation Ejector Trailer to Warren Truck and Trailer, Inc.

[Res_No_23-164_Bid_23-021_Warren_Truck.pdf](#)
[Bid Tab 23-021.xlsx](#)

Moved by Hunter Pepper; seconded by Carlton McMasters to Approve.

Motion Passed: 5- 0

Voting For: Jacob Ladner, Carlton McMasters, Billy Jackson, Kyle Pike, Hunter Pepper

Voting Against: None

- G. Resolution No. 23-165: Approve FAA Grant Agreement for Improvements at Pryor Field Regional Airport

[Res_No_23-165_Airport_Federal_Grant_1.pdf](#)
[Pryor Field FAA Grant Agreement 1.pdf](#)

Moved by Hunter Pepper; seconded by Kyle Pike to Approve.

Motion Passed: 5- 0

Voting For: Jacob Ladner, Carlton McMasters, Billy Jackson, Kyle Pike, Hunter Pepper

Voting Against: None

- H. Resolution No. 23-166: Approve FAA Additional Grant Agreement for Pryor Field Regional Airport Improvements

[Res_No_23-166_Airport_Federal_Grant_2.pdf](#)
[Pryor Field FAA Grant additional Grant.pdf](#)

Moved by Hunter Pepper; seconded by Kyle Pike to Approve.

Motion Passed: 5- 0

Voting For: Jacob Ladner, Carlton McMasters, Billy Jackson, Kyle Pike, Hunter Pepper

Voting Against: None

- I. Resolution No. 23-167: Approve Decatur Utilities Lease Agreement with Tillman Infrastructures for Communications Tower

[Res_No_23-167_Tillman_Tower_Lease_for_DU_property_approval.pdf](#)
[DU Tillman Tower Memorandum of Lease Agreement.pdf](#)
[DU Tillman Tower Memorandum of Option and Lease Agreement.pdf](#)
[DU Tillman Tower Subordination, Non Disturbance Agreement.pdf](#)
[DU Tillman Tower Option and Lease Agreement.pdf](#)

Moved by Carlton McMasters; seconded by Hunter Pepper to Approve.

Motion Passed: 5- 0

Voting For: Jacob Ladner, Carlton McMasters, Billy Jackson, Kyle Pike, Hunter Pepper

Voting Against: None

- J. Resolution No. 23-168: Approve ALDOT 5310 Transportation Grant Application

[Res_No_23-168_ALDOT_5310_grant_\(1\).pdf](#)

Moved by Hunter Pepper; seconded by Kyle Pike to Approve.

Motion Passed: 5- 0

Voting For: Jacob Ladner, Carlton McMasters, Billy Jackson, Kyle Pike, Hunter Pepper

Voting Against: None

IX. ORDINANCES - FIRST READING:

- A. Ordinance No. 23-4560: Approve Annexation Request - 374-23 for approximately 19.59 acres located at 2709 Beltline Road SW

[Ord_No_23-4560_Annex_374-23_2709_Beltline.pdf](#)
[Annexation 374-23 Application Submittal.pdf](#)
[Questionnaire for Annexation 374-23.pdf](#)
[Annex 374 Zoning.pdf](#)
[Staff Report Annexation 374-23.pdf](#)
[Exhibit A - Pre-zoning 1417-23 and 374-23 annexation.pdf](#)

X. BOARDS & COMMITTEES:

- A. Reappoint Bill Wiley to the Library Board with term expiring June 30, 2027
This will be Mr. Wiley's 3rd term.

Moved by Kyle Pike; seconded by Carlton McMasters to Approve.

Motion Passed: 3- 1

Voting For: Jacob Ladner, Carlton McMasters, Kyle Pike

Voting Against: Billy Jackson Abstain: Hunter Pepper

XI. ADJOURNMENT:

THE NEXT COUNCIL WORK SESSION WILL BE HELD ON JUNE 26, 2023 AT 5:00PM.

THE NEXT REGULAR COUNCIL MEETING WILL BE HELD ON JULY 3, 2023 AT 6:00PM.

NOTE: CHANGES TO A CITY COUNCIL AGENDA MAY BE NECESSARY PRIOR TO THE CITY COUNCIL MEETING. SUCH CHANGES MAY NOT BE INCLUDED ON THE CITY COUNCIL AGENDA ON THE WEBSITE.

There being no further business the meeting adjourned at 10:17am.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Olivia Williams,Community Development

ITEM TYPE: Public Hearing

AGENDA SECTION: SET PUBLIC HEARINGS:

SUBJECT: Resolution No. 23-169: Approve abatement of unsafe conditions at
305 7th Ave. NW
Set Public Hearing for August 7, 2023 at 6:00pm

FINANCIAL IMPACT: 001-018-15-000-55210

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_23-169_305_7th_Ave._NW_DEMO.pdf](#)

RESOLUTION NO. 23-169

WHEREAS, the City Council, of the City of Decatur Alabama, finds and determines after a public hearing that the structure(s) on the below described lot(s) is in violation of the International Property Maintenance Code, as adopted by the City of Decatur; and

WHEREAS, said violations constitute a public nuisance; and

WHEREAS, said structure(s) is unsafe and said unsafe conditions should be removed to protect the public health and welfare of the citizens of Decatur; and

WHEREAS, the owner(s) of record has been notified of said unsafe conditions in accordance with the International Property Maintenance Code, as adopted and amended by the City of Decatur; and

WHEREAS, the owner(s) of record has been given the opportunity to abate said unsafe conditions and eliminate this public nuisance, yet has failed to do so;

THEREFORE, BE IT RESOLVED by the City Council of the City of Decatur, in the State of Alabama, that the Mayor, Tab Bowling, is hereby authorized to abate said code violation(s) on the below described lot at City expense and the costs of such abatement shall constitute a lien on the property and shall be collected in a manner provided by law. The Mayor is hereby authorized and directed to award any contract required for such abatement and the Community Development Demolition Budget is hereby amended.

Said lot is described as follows:

Legal Description: **Decatur Land and Furnace Company Subdivision Addition 1, Lot 6, Block 23**

More commonly known as: **305 7th Ave. NW, Decatur, Alabama**

Adopted this _____ day of _____ 2023

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Olivia Williams, Community Development

ITEM TYPE: Public Hearing

AGENDA SECTION: PUBLIC HEARINGS:

SUBJECT: Resolution No. 23-014: Approve abatement of unsafe conditions at 16 Cherry St. NE
Removed from agenda June 26, 2023 for abatement process to begin with the new owner.

FINANCIAL IMPACT: 001-018-15-000-55210

SUGGESTED ACTION: Originally brought before Council February 6, 2023. Removed from agenda and given 60 days to complete sale of property and/or demolition of structure.
Council moved abatement additional 60 days to July 3, 2023 due to new owner.
Removed from agenda June 26, 2023 work session for abatement process to begin with the new owner.

ATTACHMENTS:

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Michelle Stinnett, Planning

ITEM TYPE: Ordinances

AGENDA SECTION: PUBLIC HEARINGS:

SUBJECT: Ordinance No. 23-4558: Approve Pre-Zoning Request 1417-23 for 19.59 acres more or less located at 2709 Beltline Road SW to a M-1A, Expressway Commercial District
Public Hearing was set June 5, 2023

FINANCIAL IMPACT: N/A

SUGGESTED ACTION:

ATTACHMENTS:

[Ord No 23-4558 Pre-Zoning 1417-23 Beltline-Mitchell Ventures.pdf](#)
[Legal 1 document - 1417-23 - Mitchell Ventures Beltline Rd.doc](#)
[Legal 2 document 1417-23 Beltline Road - Mitchell Ventures.doc](#)
[Exhibit A - Pre-zoning 1417-23.pdf](#)
[zoning 1417 aerial.pdf](#)
[zoning 1417 zoning.pdf](#)
[Zoning Comparison 1417-23.pdf](#)
[Staff Report - PreZone 1417-23.pdf](#)

ORDINANCE NO. 23-4558

BE IT ORDAINED by the City Council of the City of Decatur, in the State of Alabama, as follows:

Section 1. Section 11-52-85 of the *Code of Alabama* (1975) authorizes the City of Decatur ("City") to pre-zone territory proposed for annexation by the City prior to the effective date of the annexation. The Alabama Code further requires that any pre-zoned property be annexed into the City within one hundred (180) days of the initiation of annexation proceedings as provided by law. If the annexation of such pre-zoned property is not completed within such period of time, then the pre-zoning shall be null and void.

Section 2. That the district boundaries of the City of Decatur Official Zoning Map, heretofore adopted by Section 27-1, Code of Decatur, Alabama, 1956, now Section 25-1, Code of Decatur, Alabama, as thereafter amended, are further amended, changed and modified as follows:

Pre-zoning Request No. 1417-23

The property being considered for pre-zoning is a tract of land containing 19.59 acres more or less and is located at 2709 Beltline Road SW.

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 5 WEST, MORGAN COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 23, THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 23 SOUTH 89 DEGREES 11 MINUTES 33 SECONDS EAST (ALABAMA STATE PLANE GRID, WEST ZONE [NAD83]), A DISTANCE OF 309.52 FEET TO A 1/2 INCH IRON PIN, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE SAID POINT OF BEGINNING NORTH 01 DEGREES 00 MINUTES 05 SECONDS EAST A DISTANCE OF 310.23 FEET TO A 1/2 INCH IRON PIN; THENCE NORTH 89 DEGREES 19 MINUTES 16 SECONDS WEST A DISTANCE OF 277.35 FEET TO A CAPPED IRON PIN ON THE EAST RIGHT-OF-WAY MARGIN OF MCENTIRE LANE; THENCE ALONG THE EAST RIGHT-OF-WAY MARGIN OF MCENTIRE LANE NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST A DISTANCE OF

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shall be shown as a M-1A, Expressway Commercial District, subject to all rules, regulations and requirements therefore set forth in Section 25-11, Code of Decatur Alabama, and other provisions applicable therefore.

Section 3. This ordinance shall take effect and be in force from and after the date of its adoption and publication as required by law.

ADOPTED this the _____ day of _____, 20 ____.

Authenticated:

Stephanie Simon

APPROVED this the ____ day of _____, 20 ____.

Tab Bowling, Mayor

LEGAL NOTICE

Notice of a proposed amendment to the district boundaries of the City of Decatur Official Zoning Map, heretofore adopted by Section 27-1, Code of Decatur, Alabama, 1956, now Section 25-1, Code of Decatur, Alabama, as thereafter amended.

Pursuant to instructions given by the City Council of the City of Decatur, Alabama, notice is hereby given that the proposed amendment hereinbelow set forth to the Code of Decatur, Alabama, will be considered by the City Council of the City of Decatur, Alabama, at a meeting of said City Council in the Council Chambers in the City Hall of Decatur, Alabama, at 402 Lee Street, N.E. at _____, on _____, 20____.

Section 1. Section 11-52-85 of the *Code of Alabama* (1975) authorizes the City of Decatur ("City") to pre-zone territory proposed for annexation by the City prior to the effective date of the annexation. The Alabama Code further requires that any pre-zoned property be annexed into the City within one hundred (180) days of the initiation of annexation proceedings as provided by law. If the annexation of such pre-zoned property is not completed within such period of time, then the pre-zoning shall be null and void.

Section 2. That the district boundaries of the City of Decatur Official Zoning Map, heretofore adopted by Section 27-1, Code of Decatur, Alabama, 1956, now Section 25-1, Code of Decatur, Alabama, as thereafter amended, are further amended, changed and modified as follows:

Pre-zoning Request No. 1417-23

The property being considered for pre-zoning is a tract of land containing 19.59 acres more or less and is located at 2709 Beltline Road SW.

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 5 WEST, MORGAN COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 23, THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 23 SOUTH 89 DEGREES 11 MINUTES 33 SECONDS EAST (ALABAMA STATE PLANE GRID, WEST ZONE [NAD83]), A DISTANCE OF 309.52 FEET TO A

1/2 INCH IRON PIN, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE SAID POINT OF BEGINNING NORTH 01 DEGREES 00 MINUTES 05 SECONDS EAST A DISTANCE OF 310.23 FEET TO A 1/2 INCH IRON PIN; THENCE NORTH 89 DEGREES 19 MINUTES 16 SECONDS WEST A DISTANCE OF 277.35 FEET TO A CAPPED IRON PIN ON THE EAST RIGHT-OF-WAY MARGIN OF MCENTIRE LANE; THENCE ALONG THE EAST RIGHT-OF-WAY MARGIN OF MCENTIRE LANE NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST A DISTANCE OF 1017.90 FEET TO A CAPPED IRON PIN (STAMPED "PWM AL/CA0021/LS"); THENCE SOUTH 88 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 428.11 FEET TO A POINT; THENCE SOUTH 21 DEGREES 46 MINUTES 49 SECONDS EAST A DISTANCE OF 931.43 FEET TO A POINT AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY MARGIN OF DAWN DRIVE AND THE WESTERLY RIGHT-OF-WAY MARGIN OF TIM'S WAY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY MARGIN THE FOLLOWING CALLS: SOUTH 21 DEGREES 29 MINUTES 54 SECONDS EAST A DISTANCE OF 249.81 FEET TO A CAPPED IRON PIN (STAMPED "PWM AL/CA0021/LS"); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET (CHORD BEARING SOUTH 29 DEGREES 13 MINUTES 28 SECONDS EAST, CHORD DISTANCE 40.33 FEET) AN ARC DISTANCE OF 40.45 FEET TO A CAPPED IRON PIN (STAMPED "PWM AL/CA0021/LS"); THENCE SOUTH 36 DEGREES 57 MINUTES 02 SECONDS EAST A DISTANCE OF 243.85 FEET TO A CAPPED IRON PIN (STAMPED "PWM AL/CA0021/LS"); THENCE SOUTH 02 DEGREES 47 MINUTES 14 SECONDS EAST A DISTANCE OF 4.31 FEET TO A CAPPED IRON PIN (STAMPED "PWM AL/CA0021/LS") ON THE SOUTH BOUNDARY OF SECTION 23; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY MARGIN OF TIM'S WAY AND ALONG THE SOUTH BOUNDARY OF SECTION 23 NORTH 89 DEGREES 10 MINUTES 26 SECONDS WEST A DISTANCE OF 643.45 FEET TO AN AXLE; THENCE NORTH 88 DEGREES 53 MINUTES 21 SECONDS WEST A DISTANCE OF 131.06 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 19.59 ACRES MORE OR LESS.

shall be shown as a M-1A, Expressway Commercial District, subject to all rules, regulations and requirements therefore set forth in Section 25-11, Code of Decatur Alabama, and other provisions applicable therefore.

Section 3. This ordinance shall take effect and be in force from and after the date of its adoption and publication as required by law.

ADOPTED this the _____ day of _____, 20 ____.

Authenticated:

Stephanie Simon

APPROVED this the ____ day of _____, 20 ____.

Tab Bowling, Mayor

At the said time and place, all persons will have the right and are invited to be present and to be heard either for or against the adoption of said amendment.

An ordinance containing the proposed zoning ordinance changes may be reviewed in the office of the Planning Department.

This is the _____ day of _____, 20__.

Stephanie Simon
CITY CLERK

LEGAL NOTICE

The City Council of the City of Decatur, Alabama, will consider at their regular meeting of _____, at _____ in the Council Chambers of the City Hall at 402 Lee Street, N.E., the proposed amendment to the Zoning Ordinance of the City of Decatur set forth in Ordinance No. _____, as published in The Decatur Daily on _____.

Section 1. Section 11-52-85 of the *Code of Alabama* (1975) authorizes the City of Decatur ("City") to pre-zone territory proposed for annexation by the City prior to the effective date of the annexation. The Alabama Code further requires that any pre-zoned property be annexed into the City within one hundred (180) days of the initiation of annexation proceedings as provided by law. If the annexation of such pre-zoned property is not completed within such period of time, then the pre-zoning shall be null and void.

Section 2. That the district boundaries of the City of Decatur Official Zoning Map, heretofore adopted by Section 27-1, Code of Decatur, Alabama, 1956, now Section 25-1, Code of Decatur, Alabama, as thereafter amended, are further amended, changed and modified as follows:

Pre-zoning Request No. 1417-23

The property being considered for pre-zoning is a tract of land containing 19.59 acres more or less and is located at 2709 Beltline Road SW.

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 5 WEST, MORGAN COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 23, THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 23 SOUTH 89 DEGREES 11 MINUTES 33 SECONDS EAST (ALABAMA STATE PLANE GRID, WEST ZONE [NAD83]), A DISTANCE OF 309.52 FEET TO A 1/2 INCH IRON PIN, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE SAID POINT OF BEGINNING NORTH 01 DEGREES 00 MINUTES 05 SECONDS EAST A DISTANCE OF 310.23 FEET TO A 1/2 INCH IRON PIN; THENCE NORTH 89

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shall be shown as a M-1A, Expressway Commercial District, subject to all rules, regulations and requirements therefore set forth in Section 25-11, Code of Decatur Alabama, and other provisions applicable therefore.

Section 3. This ordinance shall take effect and be in force from and after the date of its adoption and publication as required by law.

ADOPTED this the _____ day of _____, 20 ____.

Authenticated:

Stephanie Simon

APPROVED this the ____ day of _____, 20 ____.

Tab Bowling, Mayor

At said hearing all persons will have the right and are invited to be present and to be heard either for or against the adoption of said amendment.

Stephanie Simon
City Clerk



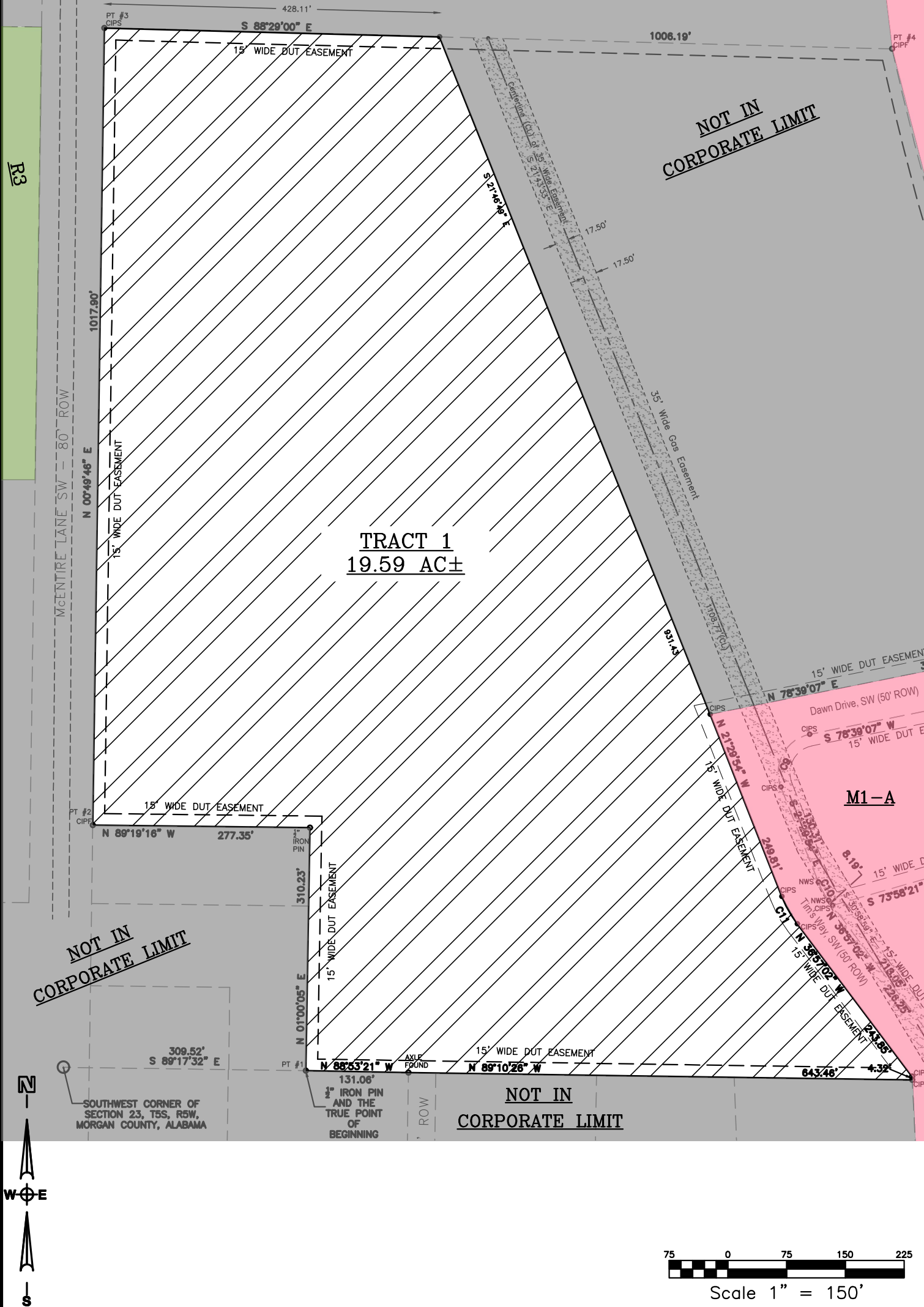
310 8TH AVENUE NE | DECATUR, ALABAMA 35601 | POST OFFICE BOX 2419 | 35602

256.353.3937P

256.350.2285F

POINT	NORTHING	EASTING	DESCRIPTION
PT #1	N:1670204.07	E:2108736.55	1/2" IRON PIN
PT #2	N:1670517.54	E:2108464.64	CAPPED IRON PIN
PT #3	N:1671535.34	E:2108479.38	CAPPED IRON PIN
PT #4	N:1671508.70	E:2109485.22	CAPPED IRON PIN
PT #5	N:1670472.95	E:2109872.67	1/2" REBAR

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C9	87.40'	50.00'	100°09'01"	N 28°34'36" E	76.69'
C10	26.97'	100.00'	15°27'07"	N 29°13'28" W	26.89'
C11	40.45'	150.00'	15°27'07"	N 29°13'28" W	40.33'
C12	74.53'	125.00'	34°09'47"	N 19°52'08" W	73.43'



SKETCH -- KEN LIEM -- McENTIRE LANE

DRAWING DATE: 05-08-23

DRAWN BY: MSB

APPROVED BY: HBM

JOB No. SK-84-23

SCALE: 1"=150'

PAGE 2 OF 2

PUGHWRIGHTMCANALLY.COM

Pre-Zoning 1417-23

MCENTIRE LN

BELTLINE RD SW

BELTLINE RD SW

SIMS RD

HIGGINS PVT DR

N SW

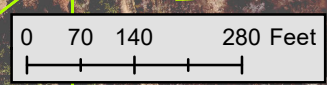
OLD MOULTON RD SW

COURTYARD WAYS

LEGEND

- Annexation 1417-23
- Ownership Parcels
- Streets

City of Decatur Department of Development
Note: Every reasonable effort has been made to assure the accuracy of this map. The City of Decatur does not assume liability arising from the use of this map. THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED.



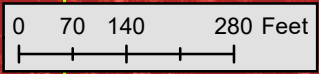


Pre-Zoning 1417-23

LEGEND

- Annexation 1417-23
- Ownership Parcels
- Streets

City of Decatur Department of Development
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ZONING DISTRICT COMPARISON None to M-1A		May 23rd, 2023
SECTION	None	M-1A
USES PERMITTED		On premises sale and off premises sale of alcoholic beverages; public and semi-public uses, including governmental buildings, hospitals, clinics, churches, schools, academies, and clubs; Businesses licensed under the Deferred Presentment Services Act, and/or Pawnshop Act, and/or Dealers in Gold or Precious Items Act where there is a 1,500-foot separation between the closest property boundary of the legal lot on which the said business is located and the closest property boundary of any other legal lot on which any business licensed under these Acts is located. However, the above notwithstanding there may be one (1) of each type business licensed under the Deferred Presentment Services Act, and/or Pawnshop Act, and/or Dealers in Gold or Precious Items Act located on the same legal lot duly approved by the City of Decatur and in conformance with the subdivision regulations as amended. Any retail or wholesale business of service not specifically restricted or prohibited; provided that special consideration is given for the development of all uses and their relationship to the adjoining service roads providing direct access, or adjoining "expressways" or other major arterial as designated by the major thoroughfare plan which may provide direct, or indirect access via a service road. The plat and plan of the proposed use and any subsequent addition thereto shall be submitted and have the approval of the planning commission before any structures or uses are authorized in these districts and before a building permit is issued for any structure or certificate of occupancy given for any use not requiring a structure.
USES PERMITTED ON APPEAL		Light industrial operations not obnoxious, offensive or detrimental to neighboring property by reason of dust, smoke, vibration, noise, odor, or effluents; mobile home parks,

ZONING DISTRICT COMPARISON None to M-1A		May 23rd, 2023
SECTION	None	M-1A
		provided such parks are laid out and utilities are made available for not less than ten trailers or mobile homes; and any use permitted in an R-4 Residential District, provided such use shall be subject to all district requirements thereof as set forth and specified in section 25-10 hereof, other than the maximum height provision set forth therein which shall not be applicable, provided however no such use permitted on appeal shall have direct access to the Beltline Road (Alabama Highway 67) unless such applicant shall present to the board of zoning adjustment a limited access plan in writing, approved by the city engineer, or other duly designated authority, which plan must meet the approval of the board, and be a condition of any grant or approval by such board.
USES PROHIBITED		Stockyard; live animals or poultry sales; coal yards; lumber mills; auto wrecking; grist or flour mills; ice plants; junk scrap paper, rag, storage or bailing; stone or monument works. Any use as determined by Building Director whose operations would be obnoxious, offensive, or detrimental to neighborhood property by reason of dust, smoke, vibration, noise, odor, effluence, or appearance.
MINIMUM LOT SIZE		It is the intent of the ordinance that lots of sufficient size be used for any use to provide adequate off-street parking and off-street loading space in addition to the space required for the other normal operations of the enterprise or use.
MINIMUM YARD SIZE W/ SETBACKS		Sixty (60) foot minimum set back from and along the Beltline Road; thirty-five (35) foot minimum set back from and along all other public street rights-of-way; thirty-five (35) foot minimum rear yard; and no side yard required excepting a lot adjoining its side lot line another lot which is in a residential district there shall be a twenty-five (25) foot minimum yard size. Gasoline pump islands (uncovered) may be placed within the front

ZONING DISTRICT COMPARISON None to M-1A		May 23rd, 2023
SECTION	None	M-1A
		yard or set back area along the Beltline Road provided they maintain a thirty-five (35) foot minimum set back from all public street rights-of-way. In the event of conflict between any of the provisions herein, the stricter of such provisions shall apply.
MAXIMUM BUILDING AREA		40 per cent of lot area including specified yard space providing that required off-street parking and off-street loading and unloading areas are provided.
MAXIMUM BUILDING HEIGHT		None
OFF STREET PARKING		See § 25-16.
OFF-STREET LOADING AND UNLOADING		Adequate space for loading and unloading of all vehicles or trucks incidental to the operation of the business or use shall be provided.

PUBLIC HEARING**Pre-zoning**

FILE NAME OR NUMBER: Pre-zoning 1417-23

ACRES: 19.59 +/-

CURRENT ZONE: None

APPLICANT: KL Enterprises Inc. for Mitchell Ventures, LLC

LOCATION AND OR PROPERTY ADDRESS: 2709 Beltline Road SW

REQUEST: Approve pre-zoning of 19.59 acres

NEW ZONE: M-1A Expressway Commercial

PROPOSED LAND USE: Multi-family

ONE DECATUR FUTURE LAND USE: Mixed Neighborhood & Community Commercial

ONE DECATUR STREET TYPOLOGY: Beltline Road SW is a Principle Arterial

COMMENTS AND RECOMMENDATIONS FROM ZONING COMMITTEE:**Comments from Zoning Committee:**

Zoning Committee voted unanimously in favor of this request.

Conditions

1. Subdivision of Property with Morgan County Must Be Completed Before Forwarding to City Council for Consideration

Pt. of Info:

Any relocation of utilities will be at the owner's expense

COMMENTS AND RECOMMENDATIONS FROM PLANNING COMMISSION:

Planning Commission voted unanimously in favor of this request 7-0.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Olivia Williams,Community Development

ITEM TYPE: Resolutions - Weed Abatement

AGENDA SECTION: WEED ABATEMENTS:

SUBJECT: Resolution No. 23-170: Assess \$293.50 against 218 12th Ave. NW
for cost of abatement of nuisance

FINANCIAL IMPACT: 001-018-15-000-55211

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_23-170_218_12th_Ave._NW.pdf](#)

RESOLUTION NO: 23-170

WHEREAS, the Community Development Department for the City of Decatur, Alabama, has given notice to Laura Iniguez as the person or persons last assessed for ad valorem taxes for the property described as: Decatur Land Improvement & Furnace Company Addition #1, South 1/2 Lot 3 & all Lot 5, Block 16, more commonly known as 218 12th Ave. NW, Decatur, Alabama, for the property being in violation of Act 95-500 of the Alabama Legislature by reason of overgrown grass and weed nuisance; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama, was unable to cause the owner of said property to abate the violation; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama did, after soliciting bids, cause the violation to be abated by a licensed contractor; and

WHEREAS, the costs for the abatement are as follows:

Contractor Cost	\$93.50
Administrative Fee	\$200.00
Total Cost	\$293.50

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

Section 1. The above referenced property shall be assessed, for overgrown grass and weed violations, in the amount of \$293.50, and the amount shall constitute a special assessment against the land and a lien against the property.

Section 2. The City Clerk shall cause a certified copy of this resolution to be recorded in the Office of the Probate Judge of Morgan County, and shall forward a copy to the Morgan County Revenue Commissioner so that the amount of the lien shall be added to the ad valorem tax bill for the property.

ADOPTED this the 3rd day of July, 2023.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Olivia Williams,Community Development

ITEM TYPE: Resolutions - Weed Abatement

AGENDA SECTION: WEED ABATEMENTS:

SUBJECT: Resolution No. 23-171: Assess \$293.50 against 303 11th Ave. NW
for cost of abatement of nuisance

FINANCIAL IMPACT: 001-018-15-000-55211

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_23-171_303_11th_Ave._NW.pdf](#)

RESOLUTION NO: 23-171

WHEREAS, the Community Development Department for the City of Decatur, Alabama, has given notice to Heirs of Pearlina S. Green c/o Andrew Green as the person or persons last assessed for ad valorem taxes for the property described as: Subdivision of Decatur Land Improvement and Furnace Addition #1, Lot 16, Block 27, more commonly known as 303 11th Ave. NW, Decatur, Alabama, for the property being in violation of Act 95-500 of the Alabama Legislature by reason of overgrown grass and weed nuisance; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama, was unable to cause the owner of said property to abate the violation; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama did, after soliciting bids, cause the violation to be abated by a licensed contractor; and

WHEREAS, the costs for the abatement are as follows:

Contractor Cost	\$93.50
Administrative Fee	\$200.00
Total Cost	\$293.50

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

Section 1. The above referenced property shall be assessed, for overgrown grass and weed violations, in the amount of \$293.50, and the amount shall constitute a special assessment against the land and a lien against the property.

Section 2. The City Clerk shall cause a certified copy of this resolution to be recorded in the Office of the Probate Judge of Morgan County, and shall forward a copy to the Morgan County Revenue Commissioner so that the amount of the lien shall be added to the ad valorem tax bill for the property.

ADOPTED this the 3rd day of July, 2023.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Olivia Williams,Community Development

ITEM TYPE: Resolutions - Weed Abatement

AGENDA SECTION: WEED ABATEMENTS:

SUBJECT: Resolution No. 23-172: Assess \$293.50 against 1208 20th Ave. SE
for cost of abatement of nuisance

FINANCIAL IMPACT: 001-018-15-000-55211

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_23-172_1208_20th_Ave._SE.pdf](#)

RESOLUTION NO: 23-172

WHEREAS, the Community Development Department for the City of Decatur, Alabama, has given notice to Richard James Wright and Angel Marie Parnell as the person or persons last assessed for ad valorem taxes for the property described as: B.E. Johnston Subdivision Addition #1, Lot 14, Block 4 amending blocks 3 & 4 Wilder Place, more commonly known as 1208 20th Ave. SE, Decatur, Alabama, for the property being in violation of Act 95-500 of the Alabama Legislature by reason of overgrown grass and weed nuisance; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama, was unable to cause the owner of said property to abate the violation; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama did, after soliciting bids, cause the violation to be abated by a licensed contractor; and

WHEREAS, the costs for the abatement are as follows:

Contractor Cost	\$93.50
Administrative Fee	\$200.00
Total Cost	\$293.50

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

Section 1. The above referenced property shall be assessed, for overgrown grass and weed violations, in the amount of \$293.50, and the amount shall constitute a special assessment against the land and a lien against the property.

Section 2. The City Clerk shall cause a certified copy of this resolution to be recorded in the Office of the Probate Judge of Morgan County, and shall forward a copy to the Morgan County Revenue Commissioner so that the amount of the lien shall be added to the ad valorem tax bill for the property.

ADOPTED this the 3rd day of July, 2023.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Olivia Williams,Community Development

ITEM TYPE: Resolutions - Weed Abatement

AGENDA SECTION: WEED ABATEMENTS:

SUBJECT: Resolution No. 23-173: Assess \$293.50 against 1405 15th Ave. SE
for cost of abatement of nuisance

FINANCIAL IMPACT: 001-018-15-000-55211

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_23-173_1405_15th_Ave._SE.pdf](#)

RESOLUTION NO: 23-173

WHEREAS, the Community Development Department for the City of Decatur, Alabama, has given notice to Garry Voss as the person or persons last assessed for ad valorem taxes for the property described as: Morningside S/D Lot 65, more commonly known as 1405 15th Ave. SE, Decatur, Alabama, for the property being in violation of Act 95-500 of the Alabama Legislature by reason of overgrown grass and weed nuisance; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama, was unable to cause the owner of said property to abate the violation; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama did, after soliciting bids, cause the violation to be abated by a licensed contractor; and

WHEREAS, the costs for the abatement are as follows:

Contractor Cost	\$93.50
Administrative Fee	\$200.00
Total Cost	\$293.50

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

Section 1. The above referenced property shall be assessed, for overgrown grass and weed violations, in the amount of \$293.50, and the amount shall constitute a special assessment against the land and a lien against the property.

Section 2. The City Clerk shall cause a certified copy of this resolution to be recorded in the Office of the Probate Judge of Morgan County, and shall forward a copy to the Morgan County Revenue Commissioner so that the amount of the lien shall be added to the ad valorem tax bill for the property.

ADOPTED this the 3rd day of July, 2023.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Olivia Williams,Community Development

ITEM TYPE: Resolutions - Weed Abatement

AGENDA SECTION: WEED ABATEMENTS:

SUBJECT: Resolution No. 23-174: Assess \$293.50 against 1411 8th St. SE for cost of abatement of nuisance

FINANCIAL IMPACT: 001-018-15-000-55211

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_23-174_1411_8th_St._SE.pdf](#)

RESOLUTION NO: 23-174

WHEREAS, the Community Development Department for the City of Decatur, Alabama, has given notice to Pauline Kelley c/o Michael W. Looney as the person or persons last assessed for ad valorem taxes for the property described as: Decatur Land Improvement & Furnace Company Addition #4 The East 76.82' Lots 2 & 4 Block 94, more commonly known as 1411 8th St. SE, Decatur, Alabama, for the property being in violation of Act 95-500 of the Alabama Legislature by reason of overgrown grass and weed nuisance; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama, was unable to cause the owner of said property to abate the violation; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama did, after soliciting bids, cause the violation to be abated by a licensed contractor; and

WHEREAS, the costs for the abatement are as follows:

Contractor Cost	\$93.50
Administrative Fee	\$200.00
Total Cost	\$293.50

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

Section 1. The above referenced property shall be assessed, for overgrown grass and weed violations, in the amount of \$293.50, and the amount shall constitute a special assessment against the land and a lien against the property.

Section 2. The City Clerk shall cause a certified copy of this resolution to be recorded in the Office of the Probate Judge of Morgan County, and shall forward a copy to the Morgan County Revenue Commissioner so that the amount of the lien shall be added to the ad valorem tax bill for the property.

ADOPTED this the 3rd day of July, 2023.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Olivia Williams,Community Development

ITEM TYPE: Resolutions - Weed Abatement

AGENDA SECTION: WEED ABATEMENTS:

SUBJECT: Resolution No. 23-175: Assess \$293.50 against 1121 10th Ave. SE
for cost of abatement of nuisance

FINANCIAL IMPACT: 001-018-15-000-55211

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_23-175_1121_10th_Ave._SE.pdf](#)

RESOLUTION NO: 23-175

WHEREAS, the Community Development Department for the City of Decatur, Alabama, has given notice to Gabriella Consuela Jones as the person or persons last assessed for ad valorem taxes for the property described as: Decatur Land Improvement & Furnace Company Subdivision Addition #4, Lot 22, Block 78, more commonly known as 1121 10th Ave. SE, Decatur, Alabama, for the property being in violation of Act 95-500 of the Alabama Legislature by reason of overgrown grass and weed nuisance; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama, was unable to cause the owner of said property to abate the violation; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama did, after soliciting bids, cause the violation to be abated by a licensed contractor; and

WHEREAS, the costs for the abatement are as follows:

Contractor Cost	\$93.50
Administrative Fee	\$200.00
Total Cost	\$293.50

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

Section 1. The above referenced property shall be assessed, for overgrown grass and weed violations, in the amount of \$293.50, and the amount shall constitute a special assessment against the land and a lien against the property.

Section 2. The City Clerk shall cause a certified copy of this resolution to be recorded in the Office of the Probate Judge of Morgan County, and shall forward a copy to the Morgan County Revenue Commissioner so that the amount of the lien shall be added to the ad valorem tax bill for the property.

ADOPTED this the 3rd day of July, 2023.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Olivia Williams,Community Development

ITEM TYPE: Resolutions - Weed Abatement

AGENDA SECTION: WEED ABATEMENTS:

SUBJECT: Resolution No. 23-176: Assess \$293.50 against 1810 White St. SE
for cost of abatement of nuisance

FINANCIAL IMPACT: 001-018-15-000-55211

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_23-176_1810_White_St._SE.pdf](#)

RESOLUTION NO: 23-176

WHEREAS, the Community Development Department for the City of Decatur, Alabama, has given notice to High-Focused Improvements, Inc. as the person or persons last assessed for ad valorem taxes for the property described as: Decatur Land Improvement & Furnace Company Addition #4, Lot 34 & 36, Block 85, more commonly known as 1810 White St. SE, Decatur, Alabama, for the property being in violation of Act 95-500 of the Alabama Legislature by reason of overgrown grass and weed nuisance; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama, was unable to cause the owner of said property to abate the violation; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama did, after soliciting bids, cause the violation to be abated by a licensed contractor; and

WHEREAS, the costs for the abatement are as follows:

Contractor Cost	\$93.50
Administrative Fee	\$200.00
Total Cost	\$293.50

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

Section 1. The above referenced property shall be assessed, for overgrown grass and weed violations, in the amount of \$293.50, and the amount shall constitute a special assessment against the land and a lien against the property.

Section 2. The City Clerk shall cause a certified copy of this resolution to be recorded in the Office of the Probate Judge of Morgan County, and shall forward a copy to the Morgan County Revenue Commissioner so that the amount of the lien shall be added to the ad valorem tax bill for the property.

ADOPTED this the 3rd day of July, 2023.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Olivia Williams,Community Development

ITEM TYPE: Resolutions - Weed Abatement

AGENDA SECTION: WEED ABATEMENTS:

SUBJECT: Resolution No. 23-177: Assess \$293.50 against 3007 Cotton Pl. SW
for cost of abatement of nuisance

FINANCIAL IMPACT: 001-018-15-000-55211

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_23-177_3007_Cotton_Pl._SW.pdf](#)

RESOLUTION NO: 23-177

WHEREAS, the Community Development Department for the City of Decatur, Alabama, has given notice to Daniel Cole Alexander as the person or persons last assessed for ad valorem taxes for the property described as: Farmington Subdivision Lot 75, more commonly known as 3007 Cotton Pl. SW, Decatur, Alabama, for the property being in violation of Act 95-500 of the Alabama Legislature by reason of overgrown grass and weed nuisance; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama, was unable to cause the owner of said property to abate the violation; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama did, after soliciting bids, cause the violation to be abated by a licensed contractor; and

WHEREAS, the costs for the abatement are as follows:

Contractor Cost	\$93.50
Administrative Fee	\$200.00
Total Cost	\$293.50

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

Section 1. The above referenced property shall be assessed, for overgrown grass and weed violations, in the amount of \$293.50, and the amount shall constitute a special assessment against the land and a lien against the property.

Section 2. The City Clerk shall cause a certified copy of this resolution to be recorded in the Office of the Probate Judge of Morgan County, and shall forward a copy to the Morgan County Revenue Commissioner so that the amount of the lien shall be added to the ad valorem tax bill for the property.

ADOPTED this the 3rd day of July, 2023.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Olivia Williams, Community Development

ITEM TYPE: Resolutions - Weed Abatement

AGENDA SECTION: WEED ABATEMENTS:

SUBJECT: Resolution No. 23-178: Assess \$293.50 against 1616 Danville Rd.
SW for cost of abatement of nuisance

FINANCIAL IMPACT: 001-018-15-000-55211

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_23-178_1616_Danville_Rd._SW.pdf](#)

RESOLUTION NO: 23-178

WHEREAS, the Community Development Department for the City of Decatur, Alabama, has given notice to Jo Angela Metcalf and Michael Todd Metcalf as the person or persons last assessed for ad valorem taxes for the property described as: Replat of Green Acres Subdivision Lot 8, Block 2, more commonly known as 1616 Danville Rd. SW, Decatur, Alabama, for the property being in violation of Act 95-500 of the Alabama Legislature by reason of overgrown grass and weed nuisance; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama, was unable to cause the owner of said property to abate the violation; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama did, after soliciting bids, cause the violation to be abated by a licensed contractor; and

WHEREAS, the costs for the abatement are as follows:

Contractor Cost	\$93.50
Administrative Fee	\$200.00
Total Cost	\$293.50

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

Section 1. The above referenced property shall be assessed, for overgrown grass and weed violations, in the amount of \$293.50, and the amount shall constitute a special assessment against the land and a lien against the property.

Section 2. The City Clerk shall cause a certified copy of this resolution to be recorded in the Office of the Probate Judge of Morgan County, and shall forward a copy to the Morgan County Revenue Commissioner so that the amount of the lien shall be added to the ad valorem tax bill for the property.

ADOPTED this the 3rd day of July, 2023.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Olivia Williams, Community Development

ITEM TYPE: Resolutions - Weed Abatement

AGENDA SECTION: WEED ABATEMENTS:

SUBJECT: Resolution No. 23-179: Assess \$462.50 against 1811 Danville Rd.
SW for cost of abatement of nuisance

FINANCIAL IMPACT: 001-018-15-000-55211

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_23-179_1811_Danville_Rd._SW.pdf](#)

RESOLUTION NO: 23-179

WHEREAS, the Community Development Department for the City of Decatur, Alabama, has given notice to Lucky Shop, INC as the person or persons last assessed for ad valorem taxes for the property described as: BEG SW COR SE1/4 SEC 25 T5 R5 TH N 90'S TO POB TH CON'T N 138' TH E 237' TH 26.46' TH SW'LY 179.18' TH W 122' TO POB, more commonly known as 1811 Danville Rd. SW, Decatur, Alabama, for the property being in violation of Act 95-500 of the Alabama Legislature by reason of overgrown grass and weed nuisance; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama, was unable to cause the owner of said property to abate the violation; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama did, after soliciting bids, cause the violation to be abated by a licensed contractor; and

WHEREAS, the costs for the abatement are as follows:

Contractor Cost	\$262.50
Administrative Fee	\$200.00
Total Cost	\$462.50

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

Section 1. The above referenced property shall be assessed, for overgrown grass and weed violations, in the amount of \$462.50, and the amount shall constitute a special assessment against the land and a lien against the property.

Section 2. The City Clerk shall cause a certified copy of this resolution to be recorded in the Office of the Probate Judge of Morgan County, and shall forward a copy to the Morgan County Revenue Commissioner so that the amount of the lien shall be added to the ad valorem tax bill for the property.

ADOPTED this the 3rd day of July, 2023.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Olivia Williams,Community Development

ITEM TYPE: Resolutions - Weed Abatement

AGENDA SECTION: WEED ABATEMENTS:

SUBJECT: Resolution No. 23-180: Assess \$293.50 against 2804 Lake Knoll Dr.
SW for cost of abatement of nuisance

FINANCIAL IMPACT: 001-018-15-000-55211

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_23-180_2804_Lake_Knoll_Dr._SW.pdf](#)

RESOLUTION NO: 23-180

WHEREAS, the Community Development Department for the City of Decatur, Alabama, has given notice to Zachary Travis Brock as the person or persons last assessed for ad valorem taxes for the property described as: Lake Pointe Estates Subdivision Lot 5, more commonly known as 2804 Lake Knoll Dr. SW, Decatur, Alabama, for the property being in violation of Act 95-500 of the Alabama Legislature by reason of overgrown grass and weed nuisance; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama, was unable to cause the owner of said property to abate the violation; and

WHEREAS, the Community Development Department for the City of Decatur, Alabama did, after soliciting bids, cause the violation to be abated by a licensed contractor; and

WHEREAS, the costs for the abatement are as follows:

Contractor Cost	\$93.50
Administrative Fee	\$200.00
Total Cost	\$293.50

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

Section 1. The above referenced property shall be assessed, for overgrown grass and weed violations, in the amount of \$293.50, and the amount shall constitute a special assessment against the land and a lien against the property.

Section 2. The City Clerk shall cause a certified copy of this resolution to be recorded in the Office of the Probate Judge of Morgan County, and shall forward a copy to the Morgan County Revenue Commissioner so that the amount of the lien shall be added to the ad valorem tax bill for the property.

ADOPTED this the 3rd day of July, 2023.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Erin Mowery, Street & Environmental Services Department

ITEM TYPE: Budget Amendment

AGENDA SECTION: RESOLUTIONS:

SUBJECT: Resolution No. 23-181: Approve Replacement of STP and Entry Boots and Repair of Conduit to City Compound Fuel Island

FINANCIAL IMPACT: General Fund Unassigned Balance

SUGGESTED ACTION:

ATTACHMENTS:
[Res_No_23-181_Fuel_Island_Repair.pdf](#)
[Quote City of Decatur 2023D \(GCR\).pdf](#)

RESOLUTION NO. 23-181

Approve Replacement of STP and Entry Boots and Repair of the Conduit to
City Compound Fuel Island

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ALABAMA that the expenditure for replacements and repairs to the fueling station are hereby approved in the amount of \$24,569.07. The funding source shall be the General Fund Unassigned Balance and the expense recorded to 001-051-40-000-59093.

Approved this 3rd day of July, 2023.



Innovation that works.

Gulf Coast Regional Office:
Rittiner Equipment Company, LLC., dba
JF Petroleum Group
2305 L & A Road
Metairie, LA 70001

Sourcewell ID 092920-JFA, Alabama Contractor 46941, Mississippi Contractor 18900, Florida Contractor PCC1256964

PROPOSAL AND AGREEMENT FORM

JF Petroleum Group
QUOTE # 13-TS-ZYS8256-2
DATE: 6/9/2023

Local JF Petroleum Group Contact Information:

5640 Iron Works Rd. # 1767, Theodore, AL 36582 (251) 653-1680

PURCHASER: The City of Decatur

CONTACT NAME: Daniel Boutwell

ADDRESS: 1802 Central Parkway, SW

CITY, STATE, ZIP: Decatur, AL 35601

PHONE # 256-341-4740

CELL PHONE #: 256-341-4744

FAX NUMBER:

EMAIL ADDRESS: dboutwell@decatur-al.gov

JF ACCOUNT NUMBER

SALES REPRESENTATIVE: Trey Seaman

WORK TO BE
PERFORMED AT: Environmental Services

ADDRESS: 1802 CENTRAL PARKWAY SW

CITY, STATE, ZIP: DECATUR, AL 35601

FACILITY ID #:

OWNER ID

Scope of Project Regular STP & entry boots.

JF Petroleum Group (hereinafter "Seller") agrees to furnish the materials and labor to complete the work described below and in conformity with the specifications and incorporated herein by reference (collectively, the "Work"), subject to the general terms and conditions described below, in this agreement:

1. Upon Arrival to site inform on site personnel of planned work activity.
2. Conduct Pre-task field level hazard assessment, safety meeting and site safety plan is reviewed.
3. Identify workspace and site traffic flow, barricade workspace utilizing safety traffic cones and crossbars in conjunction with vehicles.
4. Ensure fire extinguishers, spill cleanup station and safety signs are properly displayed, located and accessible in the event of an emergency.
5. Saw cut and demo a 6' x 6' area around the regular STP sump.
6. Remove (1) ONE regular STP and cut the conduits back.
7. Provide and install (2) TWO 1" entry boots for conduit.
8. Provide and install (1) ONE entry boot for fuel product pipe.
9. Provide and install One (1) 3/4 hp Red Armor STP Pump 102-162" RA2 w ss riser.
10. Repipe the new STP's using new fiberglass fitting, Flex hose.
11. Provide and install (1) ONE 4" x 18" SS probe riser.
12. Tie back on to the existing conduit and stub back up with new conduit in the regular STP sump.
13. Reconnect the electrical and test new equipment for integrity and proper operation.
14. Provide and install new 4,000 psi concrete 8" thick with #4 rebar reinforcement 12" on center and doweled into existing at removed area over tanks. New concrete work included up to 36 square feet or 1 cubic yards.

15. Purge the regular fuel line.
16. Provide precision testing of the regular tank.
17. Hydro test the regular STP sump.
18. Clean area of any debris created by this work.
19. Note: Soil sampling provide by OTHER.

EXCLUSIONS, Items which are not part of this proposal:

- a. Price does not include dewatering, NPDES permit, or well pointing of excavation site. This service can be provided at an additional cost to the customer if required.
- b. Existing circuit panels are to be properly sized and meeting current electrical codes. Any repairs or replacement of the existing circuit panels will be at our normal rates plus material and will be an additional cost to the customer.
- c. This proposal is based on using the existing conduit.
Existing equipment that is being reused is to be in working condition. Any required repairs, modifications, and/or replacement to customer owned
- d. equipment will be done on a cost-plus basis with the customer. Any applicable freight, surcharge(s), sales tax, permit(s), drawing(s) or license fees to be added.
- e. Any unknown issues discovered during excavation will be reported immediately and a change order submitted for approval before proceeding with the excavation.

SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF (\$24,569.07 which includes applicable sales tax for the completion of the Work.

TOTAL PROJECT COST: \$24,569.07

FINANCING PAYMENT SCHEDULE:

Financing available from		Equipment, freight, installation and sales tax	\$24,569.07
		Estimated Monthly Payment, 60 Months	\$510.01

*Actual Payments May Vary Based on Borrowers Credit History, Transaction Size and Current Market Conditions.

*Actual finance rates and payment amount determined on credit approval

[Contact Bradley Faccento \(bradley.faccento@patcapfinance.com\)](mailto:bradley.faccento@patcapfinance.com)

404-694-0296 for more information

STANDARD PAYMENT SCHEDULE:

Deposit due upon signing: \$6,142.27 25.00%

FACILITY EQUIPMENT:

Facility equipment will be invoiced upon shipment from provider. Invoice due and payable 7 days from invoice date without retainage.

FACILITY EQUIPMENT	\$0.00
FREIGHT CHARGES	\$0.00
TOTAL FACILITY EQUIPMENT	\$0.00
MANUFACTURER MATERIAL SURCHARGE	

PROJECT MATERIALS:

All project materials received by JFP will be stored in place, invoiced monthly and shall be due and payable within 30 days upon receipt of such invoice and subject to payment in full without retainage.

PROJECT MATERIALS: \$6,624.65

INSTALLATION: \$17,944.42

TOTAL INSTALL \$24,569.07

70% due upon installation of tanks. 20% due upon completion of piping. 10% is due upon completion. Change Orders and additional charges billed upon completion and shall be due and payable within 30 days upon receipt of such invoice.

APPLICABLE SALES TAX: \$0.00

TOTAL COST: \$24,569.07

REMOVAL PROJECT: \$0.00

70% due upon removal of tanks. 20% due upon backfill and concrete if applicable. 10% due upon completion. Change Orders and additional charges billed upon completion and shall be due and payable within 20 days upon receipt of such invoice.

Labor \$0.00

Materials \$0.00

Removal Applicable Sales Tax: \$0.00

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:

1. ACCEPTANCE: This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work, and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of the terms of Seller's proposal outlined above and these General Terms and Conditions, regardless of the terms of any subsequently issued document. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. PARTIES AND SCOPE OF WORK: Seller shall include said company or its particular division, subsidiary or affiliate performing the Work as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional work ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the Work on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said Work. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the work ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of Seller's work. Seller shall have no duty or obligation to any third party greater than that set forth herein.

3. PRICES; TERMS OF SALE; CREDIT: a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment including tanks and net 30 days on completion of services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required on all installation agreements. Invoices are due and payable in Metairie, Jefferson Parish, Louisiana to Rittiner Equipment Company, LLC., dba JF Petroleum Group, P.O. Box 676246, Dallas, Texas 75267-6246. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. In addition to the contractual relationship herein created between the Purchaser and Seller, this agreement is further intended by the parties to be a SECURITY AGREEMENT, and as such does hereby create a purchase money security interest in all those certain items of property, equipment and fixtures herein described, which is the COLLATERAL of this Security Agreement. The collateral is given to secure the payment of the agreement price described above, together with all additions thereto and modifications thereof, and all costs and expenses, including but not limited to, courts costs and reasonable attorney's fees incurred by Seller in the collection of the agreement price, or the enforcement of this Contract and Security Agreement. Purchaser further grants Seller a security interest in and to all proceeds, increases, substitutions, replacements, additions and accession to the Collateral. Purchaser agrees that it will pay the Agreement Price secured hereby in accordance with the terms and provisions hereof, and failure to so pay will be considered DEFAULT hereunder, giving rise to the remedies hereinafter set forth. Additionally, it shall be considered DEFAULT hereunder if at any time Seller believes that the prospect of payment of the obligations secured hereby, or the performance of this Agreement and Security Agreement is impaired.

On the occurrence of any such event of default, and at any time thereafter, Seller may declare all obligations secured hereby to become immediately due and payable and may proceed to enforce payment of the same and exercise any and all the rights and remedies, either at law or equity, to which it may be entitled. Seller may require Purchaser to assemble the Collateral and make it available to Seller at any place designated by Seller which is reasonably convenient to both parties. Unless the collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market, Seller will give Purchaser reasonable notice of the time and place of any public sale of the collateral or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, by certified mail, return receipt requested to Purchaser's address as shown above. Expenses of retaking, holding, preparing for sale, or the like, shall include reasonable attorney's fees and related legal expenses incurred by Seller.

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e. **Bill & Hold Arrangement - Bill & Hold** is a service offering JF Petroleum Group will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from accepting physical delivery of products on the scheduled date. JF Petroleum Group will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept the products. Temporary storage of dispensers will be subject to a storage fee of \$ 90 per dispenser per month once dispensers remain in storage beyond 90 days from receipt in to warehouse. The products will be invoiced to the customer on the previously agreed upon date as stated in the original quote/sales order and title/ownership of the products will transfer to the customer at invoicing. Payment terms will not be altered or extended in connection with a **Bill & Hold** arrangement. Once products are invoiced and placed into **Bill & Hold**, they will be segregated and marked as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. JF Petroleum Group will have no entitlement to the products in **Bill & Hold**.

f. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work upon payment to Purchaser by any third party.

4. DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

5. SCHEDULING OF WORK: The services set forth in Seller's proposal above and Purchaser's acceptance will be accomplished in a timely, workmanlike and professional manner by Seller's personnel. If Seller is required to delay commencement of the Work or if, upon embarking upon its Work, Seller is required to stop or interrupt the progress of its Work as a result of changes in the scope of the Work requested by Purchaser, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Seller, additional charges shall be applicable and payable by Purchaser.

6. ACCESS TO SITE: Purchaser will arrange and provide such access to the Site as is necessary for Seller to perform the Work. Seller shall take reasonable measures and precautions to minimize damage to the Site and any improvements located thereon as the result of its Work or the use of its equipment; however, Seller has not included in its fee the cost of restoration of damage which may occur. If Purchaser desires or requires Purchaser to restore the Site to its former condition, upon written request, Seller will perform such additional work as is necessary to do so and Purchaser agrees to pay to Seller for the cost.

7. PURCHASER'S DUTY TO NOTIFY SELLER: Purchaser represents and warrants that it has advised Seller of any known or suspected hazardous materials, utility lines and pollutants at any site at which Seller is to do work hereunder, and unless Seller has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Purchaser agrees to defend, indemnify and hold Seller harmless from all claims, suits, citations, fines, losses, costs and expenses, including reasonable attorney's fees, as a result of personal injury, death or property damage occurring with respect to Seller's performance of its Work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Seller by Purchaser.

8. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. Seller extends to Purchaser a limited warranty for Seller's work performed under this Agreement that such work will be rendered in accordance with good commercial practice for a limited period of ninety (90) days from the date of Seller's completion of such work, unless otherwise required by applicable law or unless amended by an instrument in writing signed by the parties; HOWEVER, IF DURING THIS PERIOD, THERE IS A MALFUNCTION DUE TO SELLER'S IMPROPER OR SUBSTANDARD PERFORMANCE, SELLER'S LIABILITY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF SUCH EQUIPMENT (PROVIDED THAT SELLER IS GIVEN THE OPTION OF PERFORMING SUCH REPAIR OR REPLACEMENT WORK). THIS LIMITED WARRANTY IS NULL AND VOID IN THE EVENT THAT THE PURCHASER OR A THIRD PARTY PERFORMS SUBSEQUENT WORK ON THE EQUIPMENT INSTALLED OR REPAIRED BY SELLER. UNDER NO CIRCUMSTANCES IS SELLER LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWN TIME, LOSS OF MATERIAL OR PRODUCT, CLEAN UP COSTS ASSOCIATED WITH LOSS OF PRODUCT, OR ANY DAMAGE TO EQUIPMENT NOT SERVICED, REPAIRED, OR INSTALLED BY SELLER. IN THE EVENT THAT SELLER SHALL BE LIABLE TO PURCHASER FOR DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT (BUT NOT INTENTIONAL MISCONDUCT), PURCHASER MAY RECOVER FROM SELLER DIRECT DAMAGES NOT TO EXCEED THE AGGREGATE AMOUNT OF PURCHASE PRICE PAID BY PURCHASER FOR THE PARTICULAR GOODS OR SERVICES TO WHICH A CLAIM OF LIABILITY IS ASSERTED.

c. To the extent allowed by law Purchaser agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Purchaser's losses in connection with any property damage, personal injury or death, whether same is related to any claim, penalty, or fine by government agency for pollution, environmental damage, cleanup, or otherwise, or whether any claim is made by any third party against Seller or Purchaser or said damage, personal injury or death is claimed or sustained by Purchaser or Purchaser's employee or made against Purchaser or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorneys fees, except to the extent that said damage, personal injury or death is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller, its agent or employee or any third party under the control or supervision of the Seller, other than the Seller or its agent, employee or subcontractor of any tier. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller in connection with installation of materials or equipment, Purchaser agrees to hold Seller harmless from and defend and indemnify it against same, except to the extent that said fine or claims is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

d. Seller shall have NO LIABILITY under this warranty if equipment malfunctions or other problems result, directly or indirectly, from accident (not caused by Seller), subsequent work on equipment by Purchaser or third party, improper operation of equipment, inadequate maintenance, and/or failure to protect properly the equipment from environmental hazards. Seller does not assume any liability and Purchaser agrees to hold Seller harmless from and defend and indemnify Seller for losses or claims for tanks(s) that emerge from their set position and/or are lost after installation due to improper ballasting, ground water, high water tables, or hydrostatic pressure, unless proper anchorage is provided for under terms of this agreement, and Purchaser shall at all times provide adequate ballast.

e. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

f. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, either in whole or part, to Purchaser's specifications, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, by Seller and modified by Purchaser, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller. Seller assumes no liability for sales engineering or application information extended by its personnel. Purchaser agrees to hold Seller and its representatives harmless from and indemnify them against any and all claims, losses, damages, judgments, and costs, whether direct or indirect, or by reason of any reliance upon said representatives concerning sales, engineering or application information provided by Seller and/or its representatives, except to the extent that said claims, losses, damages, judgments, and costs are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

g. Seller shall maintain worker's compensation insurance covering its own employees. Unless otherwise specified, Purchaser shall maintain general liability, completed operations and builder's risk insurance, and shall meet financial responsibility requirements of federal and state storage tank regulations sufficient to protect against claims that may arise under this agreement. Unless otherwise specified, Seller shall not be required to obtain fidelity or surety bonds, and the cost of any such bonds may be added to the price.

h. Seller, in furnishing services hereunder, is acting only as an independent contractor. Seller does not undertake by this agreement or otherwise to perform any obligations of Purchaser, whether regulatory or contractual, or assume any responsibility for Purchaser's business operations.

i. SHOULD SELLER OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, PURCHASER, ALL PARTIES CLAIMING THROUGH PURCHASER AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON SELLER'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF SELLER, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE FEE PAID TO SELLER FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT.

j. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO SELLER'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF SELLER'S WORK HEREUNDER.

9. RELATED WORK:

a. Labor, materials and outside services for electrical, concrete, asphalt, water, sewer and natural gas work are not included in this agreement unless specified. Anchors, foundations, footings and cathodic protection are not included in this agreement unless otherwise specified. If concrete slabs are placed and finished under this agreement, the Seller shall not be responsible for the slab if such slab is not protected from traffic by Purchaser for at least a minimum of seven (7) days.

b. Seller has not included in this bid any removal or disposal of contaminated soils. If contaminated soils exist on the Site, Purchaser will be advised and a supplemental fee agreed upon for the removal and disposal of such contaminated soils will be charged. No soil or water sampling is included in this proposal, unless otherwise stated.

10. EXCAVATION: Installation is based on normal and stable soil conditions. In the event any underground structures, cables, electrical conduits, piping, storm sewers, debris, rock, environmental contamination, concrete foundations, water, running sand, caving walls, or similar non-visible obstructions are encountered, destroyed or damaged during the performance of the agreement, Seller shall not be held responsible and the Purchaser shall bear and agrees to pay any additional costs associated therewith. Additional cost or expense incurred by Seller resulting from conditions described above shall be borne by the Purchaser and shall include Seller's labor, material, equipment costs and overhead costs plus a reasonable markup as determined by Seller at its sole discretion. Log boring of the excavation site is not required of Seller under this agreement, except when a specific amendment is attached to the body of this agreement. This quotation is based on the walls of the excavation being vertical. If it is necessary for any reason to slope banks of the excavated area where the tanks are to be installed Purchaser agrees to pay an additional charge for excavation and extra backfill material. If any underground hazards listed above are encountered the Purchaser will be notified and will inspect the site and give the Seller written notice of his inspection results and will include the order to proceed. If it becomes necessary for Seller to abandon the site of excavation due to incurable excavation problems, contamination or notice not to proceed by the Purchaser, expenses to date covering the work completed, tear down and removal of materials and equipment, and restocking charge for material ordered will be borne and shall be paid by the Purchaser. All finish grades are to be established and verified by the Purchaser.

11. CANCELLATIONS AND RETURN OF GOODS: Purchaser may cancel an order only upon advance written approval of Seller and provided Purchaser pays freight charges and Seller's reasonable cancellation and restocking charges, which are based in part on manufacturer's charges. No merchandise may be returned without Seller's advance written consent, with shipping instructions furnished, and no merchandise will be accepted for credit without Seller's authorization. At the option of the Seller, the return of material prior to Purchaser receiving Seller's approval will result in the material remaining the property of Purchaser, and it will be stored at Purchaser's sole risk and expense. If such material is not picked up by Purchaser within ten (10) days from the date of the unauthorized return, Seller, may, at its sole option, declare Purchaser's interest and right to the material forfeited and retain all money Purchaser has paid as liquidated damages. This means, Purchaser shall have no further rights in the material and no money will be refunded or credit given. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit shall be issued to Purchaser until credit from the manufacturer is received.

12. GOVERNMENTAL COMPLIANCE: Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly with applicable federal, state or local requirements, rules and/or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty as provided under Paragraph 8(b) of this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releases") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releases arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. Unless otherwise specified herein, Purchaser or its agent shall furnish a state fire marshal's permit, if required, and all other permits, licenses, inspections fees or approvals, whether required by federal, state or local regulations. Purchaser shall register all new or replacement regulated storage tanks in accordance with applicable state and local regulations. Purchaser represents that no consent, approval, or authorization, declaration or filing with any third party or governmental agency is required in connection with the performance of the Purchaser's obligations hereunder or to permit Seller to perform its obligations hereunder, other than those approvals that have been previously obtained in writing by Purchaser.

13. MANUFACTURER INFORMATION: Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

14. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Seller to assume the status of an owner, operator, generator, storey, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser assumes full responsibility for compliance with the provisions of the Resource Conservation and Recovery Act ("RCRA") and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

15. HARDWARE/ SOFTWARE COMPATIBILITY: In connection with this agreement, the parties assume that any fueling system hardware and software supplied by Purchaser is inherently compatible and requires only routine startup and programming. If on startup, it is discovered that the hardware/software is not compatible or has innate deficiencies that require additional configuration or upgrading, Seller shall be held harmless from any resulting delays in completion of the work, and shall be entitled to full payment of the Agreement Price. In the event Purchaser discovers that the hardware/software is not compatible or has innate deficiencies that require additional configuration or upgrading, and more than thirty (30) days from the date of Seller's completion of such work have not elapsed, Purchaser shall immediately notify Seller, within seven (7) calendar days from the date of such discovery(ies). Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours. If additional configuration is needed and timely notification is given to Seller as provided under this agreement and if Seller conducts the additional configuration or upgrading, Purchaser shall immediately compensate Seller for the labor and material required to make the system functional.

16. ADMINISTRATIVE PROVISIONS:

a. Changes. This agreement may be amended at the request of either party from time to time by written Change Order signed by both parties, setting forth the particular changes to be made and the effect of such changes on the price and on the time of completion, subject to Seller's approval. A charge may be made for changes in drawings and/or specifications after Purchaser and Seller have previously agreed upon same. The total charge will include order reprocessing costs, additional material and labor costs. The total charge for these changes will be agreed to after receipt of written Purchaser authorization or direction for these changes.

b. Record keeping. Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

c. Contingencies. Seller shall be excused from performance under this agreement and will have no liability for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by Purchaser or a third party or by and act of God, war, civil disturbance, fire, flood, frost, manufacturers' production schedules, installation schedules and coordination of trades, delays in transportation, acts of government agencies, accidents, court order, labor dispute, third party performance or nonperformance, or other cause beyond Seller's reasonable control, including failures and fluctuations in electrical power, heat, light, or telecommunications, and such nonperformance shall not be a default hereunder, or grounds for termination of this agreement. In no event shall an event of force majeure excuse the Purchaser from making any payment due hereunder.

d. Seller may take photographs (electronic and still) and video recording of all aspects of excavation and installation.

17. ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY: If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or in part, without the prior written consent of Seller.

18. MANDATORY MEDIATION AND CHOICE OF LAW AND FORUM. ANY DISPUTE INVOLVING THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT IS SUBJECT TO MANDATORY, NON-BINDING MEDIATION UNDER THE CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE COST OF WHICH IS TO BE BORNE BY THE PARTIES EQUALLY, PRIOR TO EITHER PARTY PURSUING ARBITRATION AS REQUIRED UNDER THIS AGREEMENT. THE PLACE OF THE MEDIATION SHALL BE IN MORGAN COUNTY ALABAMA. All other provisions hereof and of all resulting orders are to be governed and construed under the laws of the State of ALABAMA, and the courts of said state shall have sole jurisdiction over any dispute concerning this agreement.

19. ARBITRATION. THE PARTIES FURTHER AGREE AS FOLLOWS:(a) UPON WRITTEN NOTICE BY SELLER OR PURCHASER TO THE OTHER, ANY AND ALL CONTROVERSIES BETWEEN THE PARTIES SHALL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION ASSOCIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN EFFECT AT THE TIME OF FILING, UNLESS THE CONSTRUCTION INDUSTRY ARBITRATION RULES CONFLICT WITH THIS PROVISION, AND IN SUCH EVENT THE TERMS OF THIS PROVISION SHALL CONTROL. ANY ARBITRATION HEREUNDER SHALL BE BEFORE AT LEAST THREE ARBITRATORS ASSOCIATED WITH THE AMERICAN ARBITRATION ASSOCIATION AND SELECTED IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE AWARD OF THE ARBITRATORS, OR A MAJORITY OF THEM, SHALL BE FINAL, AND JUDGEMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION. ERRORS OF LAW SHALL BE AN ADDITIONAL GROUND FOR VACATUR OF AN AWARD RENDERED PURSUANT TO THIS PROVISION.

(b) ARBITRABLE DISPUTES INCLUDE ANY AND ALL CONTROVERSIES OR CLAIMS BETWEEN THE PARTIES OF WHATEVER TYPE OR MANNER, INCLUDING WITHOUT LIMITATION, ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ALL PAST, PRESENT AND/OR FUTURE AGREEMENTS INVOLVING THE PARTIES, ANY TRANSACTIONS BETWEEN OR INVOLVING THE PARTIES, AND/OR ANY ASPECT OF ANY PAST OR PRESENT RELATIONSHIP OF THE PARTIES, SPECIFICALLY INCLUDING ANY ALLEGED TORT COMMITTED BY ANY PARTY.

(c) DEPOSITIONS MAY BE TAKEN AND OTHER DISCOVERY OBTAINED IN ANY ARBITRATION UNDER THIS PROVISION. WITHIN THIRTY (30) DAYS OF THE DATE A RESPONSIVE PLEADING IS FILED IN AN ARBITRATION PROCEEDING HEREUNDER, ALL PARTIES SHALL SERVE ON ALL OTHER PARTIES AN INITIAL DISCLOSURE AS WOULD BE REQUIRED BY RULE 26, FEDERAL RULES OF CIVIL PROCEDURE.

(d) FOR THE PURPOSES OF THIS PROVISION, "THE PARTIES" MEANS SELLER AND PURCHASER, AND ALL PERSONS AND ENTITIES SIGNING THIS AGREEMENT OR ANY OTHER AGREEMENTS EXECUTED HERETOFORE OR CONTEMPORANEOUSLY WITH AND AS PART OF THE SAME TRANSACTION WITH THIS AGREEMENT. "THE PARTIES" SHALL ALSO INCLUDE INDIVIDUAL PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES OF ANY PARTY TO THOSE DOCUMENTS.

(e) THE PARTIES SHALL HAVE THE RIGHT TO INVOKE SELF-HELP REMEDIES (SUCH AS SET-OFF, SEIZURE AND/OR FORECLOSURE) BEFORE, DURING OR AFTER ANY ARBITRATION AND/OR PERFORMANCE, RECEIVER, INJUNCTION OR RESTRAINING ORDER, AND SEQUESTRATION) BEFORE OR AFTER ANY ARBITRATION. THE PARTIES NEED NOT AWAIT THE OUTCOME OF THE ARBITRATION BEFORE USING SELF-HELP REMEDIES. USE OF SELF-HELP OR ANCILLARY AND/OR PROVISIONAL JUDICIAL REMEDIES SHALL NOT OPERATE AS A WAIVER OF EITHER PARTY'S RIGHT TO COMPEL ARBITRATION.

(f) THE PARTIES AGREE THAT ANY ACTION REGARDING ANY CONTROVERSY BETWEEN THE PARTIES SHALL EITHER BE BROUGHT BY ARBITRATION, AS DESCRIBED HEREIN, OR BY JUDICIAL PROCEEDINGS, BUT SHALL NOT BE PURSUED SIMULTANEOUSLY IN DIFFERENT OR ALTERNATIVE FORUMS. A TIMELY WRITTEN NOTICE OF INTENT TO ARBITRATE PURSUANT TO THIS AGREEMENT STAYS AND/OR ABATES ANY AND ALL ACTION IN A TRIAL COURT, SAVE AND EXCEPT A HEARING ON A MOTION TO COMPEL ARBITRATION AND/OR THE ENTRY OF AN ORDER COMPELLING ARBITRATION AND STAYING AND/OR ABATING THE LITIGATION PENDING THE FILING OF THE FINAL AWARD OF THE ARBITRATORS.

(g) ANY AGGRIEVED PARTY SHALL SERVE A WRITTEN NOTICE OF INTENT TO ARBITRATE TO ANY AND ALL OPPOSING PARTIES WITHIN 360 DAYS AFTER DISPUTE HAS ARISEN. A DISPUTE IS DEFINED TO HAVE ARISEN ONLY UPON RECEIPT OF SERVICE OF JUDICIAL PROCESS OR OF A COMPLAINT IN ARBITRATION. FAILURE TO SERVE A WRITTEN NOTICE OF INTENT TO ARBITRATE WITHIN THE TIME SPECIFIED ABOVE SHALL BE DEEMED A WAIVER OF THE AGGRIEVED PARTY'S RIGHT TO COMPEL ARBITRATION OF SUCH CLAIM. THE ISSUE OF WAIVER PURSUANT TO THIS AGREEMENT IS AN ARBITRABLE DISPUTE.

(h) ACTIVE PARTICIPATION IN PENDING LITIGATION DURING THE 360 DAY NOTICE PERIOD, WHETHER AS PLAINTIFF OR DEFENDANT, IS NOT A WAIVER OF THE RIGHT TO COMPEL ARBITRATION. ALL DISCOVERY OBTAINED IN THE PENDING LITIGATION MAY BE USED IN ANY SUBSEQUENT ARBITRATION PROCEEDING.

(i) THE PARTIES FURTHER AGREE THAT (i) NO ARBITRATION PROCEEDING SHALL BE CERTIFIED AS A CLASS ACTION OR PROCEED AS A CLASS ACTION, AND (ii) NO ARBITRATION PROCEEDING HEREUNDER SHALL BE CONSOLIDATED WITH, OR JOINED IN ANY WAY WITH, ANY OTHER ARBITRATION PROCEEDING.

(j) ANY ARBITRATOR SELECTED SHALL BE KNOWLEDGEABLE IN THE SUBJECT MATTER OF THE DISPUTE. EACH OF THE PARTIES SHALL PAY AN EQUAL SHARE OF THE ARBITRATION COSTS, FEES, EXPENSES, AND OF THE ARBITRATORS' FEES, COSTS, AND EXPENSES.

(k) ALL STATUTES OF LIMITATIONS WHICH WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING HEREUNDER AND THE COMMENCEMENT OF ANY ARBITRATION PROCEEDING TOLLS SUCH LIMITATIONS.

(l) IN ANY ARBITRATION PROCEEDING SUBJECT TO THIS PROVISION, THE ARBITRATORS, OR MAJORITY OF THEM, ARE SPECIFICALLY EMPOWERED TO DECIDE (BY DOCUMENTS ONLY, OR WITH A HEARING, AT THE ARBITRATORS' SOLE DISCRETION) PRE-HEARING MOTIONS WHICH ARE SUBSTANTIALLY SIMILAR TO PRE-HEARING MOTIONS TO DISMISS AND MOTIONS FOR SUMMARY ADJUDICATION.

(m) THIS ARBITRATION PROVISION SHALL SURVIVE ANY TERMINATION, AMENDMENT, OR EXPIRATION OF THE AGREEMENT IN WHICH THIS PROVISION IS CONTAINED, UNLESS ALL OF THE PARTIES OTHERWISE EXPRESSLY AGREE IN WRITING.

(n) THE ARBITRATORS, OR A MAJORITY OF THEM, SHALL AWARD ATTORNEY'S FEES AND ARBITRATION COSTS TO THE PREVAILING PARTY PURSUANT TO THE TERMS OF THIS AGREEMENT.

(o) VENUE OF ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE IN JEFFERSON PARISH, LOUISIANA.

THE PARTIES MAY AGREE IN WRITING TO USE A DIFFERENT ARBITRATION GROUP BESIDES THE AMERICAN ARBITRATION ASSOCIATION.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

Acceptance: The above prices, specifications and conditions included and detailed above have been read and are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. You are authorized to do the work as specified. Payment will be made as outlined above. Seller may revoke this offer before acceptance.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES. This agreement is subject to revision and may not be the final project cost. Additions or deletions as defined by the owner will reflect the final project cost.

THIS OFFER MAY BE WITHDRAWN OR REVISED BY JF PETROLEUM GROUP IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF JF PETROLEUM GROUP'S SIGNATURE BELOW.

RITTINER EQUIPMENT COMPANY, LLC., DBA JF PETROLEUM GROUP

By: Trey Seaman
 Title: Sales Representative

PRINT NAME Trey Seaman
 DATE: 6/9/2023

ACCEPTED FOR: _____

(Company Name)

By: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

FAX NUMBER: _____

REMOVAL TOTAL THIS PROPOSAL:		\$0.00
TOTAL REMOVAL PROJECT COST		\$0.00
TOTAL PROJECT COST		\$24,569.07



CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Wanda Tyler, Landfill and Recycling

ITEM TYPE: Resolutions

AGENDA SECTION: RESOLUTIONS:

SUBJECT: Resolution No. 23-182: Approve change order No. 2 for TTL, Inc. for additional CQA and CMT services for the construction of Cell 16

FINANCIAL IMPACT: Landfill Enterprise Fund (082-00000-000-165-10)

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_23-182_TTL_ChangeOrder2CQA_and_CMT_services.pdf](#)

[TTL Change Order 2 _Cell 16.pdf](#)

RESOLUTION NO. 23-182

Change Order #2 TTL, Inc for Construction of Landfill Cell 16

WHEREAS, the City of Decatur has contracted with TTL, Inc. for Construction Quality Assurance (CQA) and Construction Materials Testing (CMT) services for the Municipal solid waste (MSW) Cell 16 construction and the construction and demolition (C&D) Cell A excavation at the Morgan County Regional Landfill in Morgan County, AL in the amount of \$81,915.00 (Resolution 22-111) and change order No. 1 in the amount of \$6,857.00 (Resolution 22-332);

WHEREAS, due to a change to current scope of work and the project lasting approximately 10 months instead of 5 months, the attached change order No. 2 for additional CQA and CMT services needs to be approved;

WHEREAS, the funding source for the change order shall be Landfill fund's unassigned balance.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Decatur, in the State of Alabama, that Change Order in the amount of \$36,119.47 be accepted.

Approved this 3rd day of July, 2023.



3516 Greensboro Avenue
Tuscaloosa, AL 35401
205.345.0816
www.TTLUSA.com

June 20, 2023

Attn: Ms. Wanda Tyler
Director – Morgan County Regional Landfill
500 Landfill Drive
Trinity, AL 35673

P: (256).341.4991
E: wtyler@decatur-al.gov

**RE: Construction Quality Assurance – Change Order 2
Morgan County Regional Landfill
MSW Cell 16 Grading & C&D Cell A Excavation – Phase 1
Decatur, Morgan County, Alabama
TTL Project No. 000220501051.00**

Dear Ms. Tyler:

TTL, Inc. (TTL) is currently performing Construction Quality Assurance (CQA) and Construction Materials Testing (CMT) services for the Municipal Solid Waste (MSW) Cell 16 construction and the construction and demolition (C&D) Cell A excavation at the Morgan County Regional Landfill in Morgan County, AL. Due to conditions outside of our control, the project duration has exceeded what was provided to TTL at the time of the proposal.

The construction schedule provided to TTL had a tentative project start date of July 2022 to the end of November 2022 or a duration of 160 calendar days. Throughout the project, the contractor's schedule was lengthened due to conditions, such as, weather impacts (rain events), phase 2 start date, additional excavation and backfill within the cell limits, and the retesting of materials.

CONSTRUCTION SERVICES SUMMARY

TTL has performed our scope of services during placement of structural fill and construction of compacted clay liner. Our original scope of work and assumptions were provided in our proposal dated April 8, 2022, our understanding of the project was approximately 5 months for earthwork and clay liner installation. Currently this scope of work has lasted approximately 10 months from commencement.

Throughout the month of April; TTL performed additional work, within the Cell 16 limits, for unsuitable subgrade. For subgrade remediation and replacement, we estimate our services to be approximately \$15,212.50 in additional fees. For continuation of earthwork and compacted clay liner CQA services we estimate that budget to be approximately \$20,906.97. Including submittal of final report.

TTL will submit a final invoice for our services performed over the initial PO amount upon acceptance by the City of Decatur.

CONCLUSION

The proposal submitted from TTL, dated April 8, 2022, was to be considered a budgetary estimate for services to be performed based on initial testing only. As indicated, the testing and inspection costs for this project will depend on such factors including the rate of construction, the amount of testing per site visit, and the number of retests required.

TTL is requesting to update our budget for CQA and CMT services by a value of **\$36,119.47**.

If you have any questions, please do not hesitate to contact TTL at 205.345.0816. We appreciate the opportunity to provide construction quality assurance and construction materials testing services for your project, and hope we can be of assistance when you need construction quality assurance and construction materials testing services.

Sincerely,

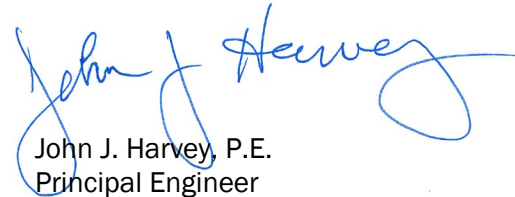
TTL, Inc.



Kyle M. Neighbors
Project Manager– CQA Services



M. Tyler Hitt, P.E.
Regional Leader- CQA Services



John J. Harvey, P.E.
Principal Engineer

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Kyle Demeester, Finance

ITEM TYPE: Resolutions

AGENDA SECTION: RESOLUTIONS:

SUBJECT: Resolution No. 23-183: Approve \$5000 sponsorship for the Dia de los Muertos Event

FINANCIAL IMPACT: General Fund Unassigned Balance

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_23-183__Dia_de_los_Muertos_Sponsorship.pdf](#)

RESOLUTION NO. 23-183

WHEREAS, the Downtown Decatur Merchants and Business Association and the Dia de los Muertos Committee have requested a sponsorship in the amount of \$5000 from the City to cover part of the operating cost of the Dia de los Muertos Event; and

WHEREAS, this sponsorship would be used to cover part of the cost of entertainment, security, décor, etc.; and

WHEREAS, the City Council finds and determines that the sponsorship of this event serves a public purpose benefiting our community; and

WHEREAS, there is adequate funds in the General Fund Unassigned Balance to cover this expense of \$5000, even though this expenditure was unbudgeted;

THEREFORE, BE IT RESOLVED by the City Council of the City of Decatur, Alabama that it hereby finds and determines that a \$5000 sponsorship to cover part of the operating costs of the Dia de los Muertos Event to be held in the Decatur downtown area on November 1, 2023 serves a public purpose by providing entertainment, a festive environment, community fellowship, additional tax revenue, etc.; and is hereby approved to be paid out of the General Fund Unassigned Balance

Adopted this 3rd day of July 2023.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Herman Marks, Legal

ITEM TYPE: Agreement - Financial

AGENDA SECTION: RESOLUTIONS:

SUBJECT: Resolution No. 23-184: Approve DYS Central Parkway lease addendum

FINANCIAL IMPACT: In DYS Budget

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_23-184_DYS_Central_Parkway_lease_addendum.pdf](#)
[1502 Central Parkway Addendum to Lease \\$150.00 room.doc](#)

RESOLUTION NO. 23-184

BE IT RESOLVED by the City Council of the City of Decatur, Alabama that the Mayor is authorized on behalf of the City to execute the attached Addendum to the Lease Agreement with Investment Groups, Inc. regarding 1502 Central Parkway location for DYS usage.

ADOPTED this 3rd day of July 2023.

**Addendum #1 to Lease
Dated November 7, 2022
Between
Lessee: Investment Groups, Inc.
And
Lessor: City of Decatur-Youth Services**

This Addendum shall be attached to and made part of the Lease Agreement (hereinafter known as the "Lease") made on the 7th day of November, 2022, by and between Investment Groups, Inc. (hereinafter known as "Lessor") and **City of Decatur-Youth Services** (hereinafter known as "Lessee"), and shall be effective as of the date both parties have signed below.

Lessor and "Lessee" wish to amend portions of the Lease for 1502 Central Parkway, Unit B, Decatur, AL 35601).

Now therefore, the parties in consideration of the mutual promises and covenants hereinafter contained agree to the following terms:

1. Lessee is leasing the Premises at 1502 Central Parkway Unit B (see Exhibit "A") through January 31, 2025.
2. Because Lessee wishes to expand the amount of square feet it leases, it will add to the Lease one additional office space.
3. Said office space shall be +/- 200 square feet and shall rent for an additional \$150.00 per month beginning July 1, 2023.
4. Beginning July 1, 2023, the updated rent for the remainder of the term shall be \$2,405.00 (\$2,255.00 + \$150.00 extra office rent) per month, or \$28,860.00 annually.
5. FASCIMILE, ELECTRONIC OR COUNTERPART SIGNATURES: This Addendum #1 may be delivered by mail, facsimile, or e-mail.

All other terms and conditions of said Lease dated November 7, 2022 shall remain in full force and effect.

The Addendum #1 is executed as of the last-dated signature below.

Lessee: City of Decatur-Youth Services

By: _____ Title: _____ Date: _____

Lessor: Investment Groups, Inc.

Lessor: _____
Carson Childers

Date: _____

By Its: _____
Title

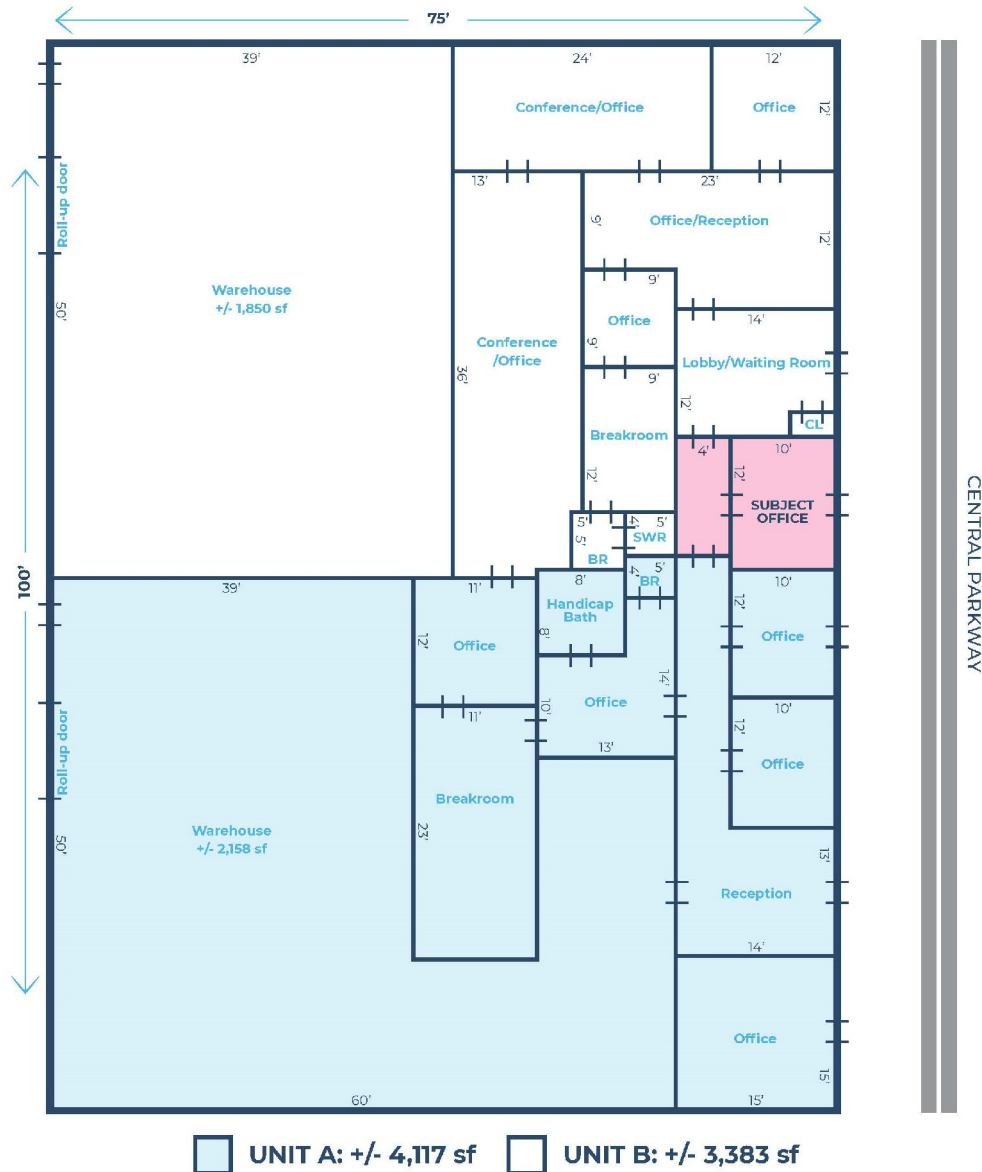
Exhibit "A"



GATEWAY
COMMERCIAL BROKERAGE

EXHIBIT A - FLOOR PLAN

1502 Central Parkway SW, Decatur, Alabama



NOTE: ALL SQUARE FOOTAGES ARE APPROXIMATE AND TO SCALE.

The information contained herein is derived from sources deemed reliable. Gateway Commercial Brokerage assumes no liability for errors or omissions. Offering is subject to change or be withdrawn without notice.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Kyle Demeester, Finance

ITEM TYPE: Budget Amendment

AGENDA SECTION: RESOLUTIONS:

SUBJECT: Resolution No. 23-185: Approve E-Center HVAC Installation

FINANCIAL IMPACT: General Fund Unassigned Balance

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_23-185_FY23_RES_-_UAFB_-_HVAC_E-Center.pdf](#)
[HVAC - E-Center.pdf](#)

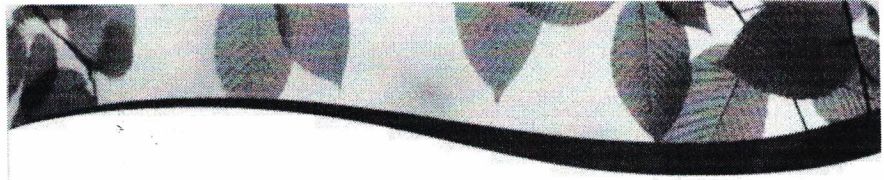
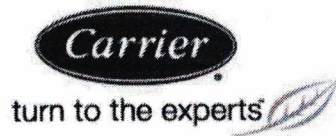
RESOLUTION NO. 23-185

Expenditure of \$7,869 to CARRIER for HVAC at E-Center.

BE IT RESOLVED by the City Council of the City of Decatur, Alabama, to approve the attached proposal for HVAC installation at E-Center in the amount of \$7,869.

Funding Source shall be made available from General Fund Unassigned Balance.

ADOPTED this the 3rd day of July, 2023.



Carrier Sourcewell Turnkey Installation Proposal



Turnkey Proposal

For:

City of Decatur
E Center
1629 4th Ave SE
Decatur, AL 35601

Local Office:

Carrier Commercial Service
238 Cahaba Valley Pkwy
Pelham, AL 35124

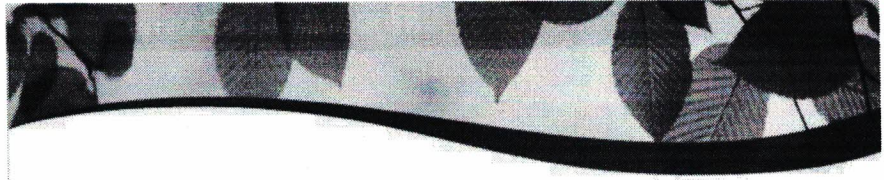
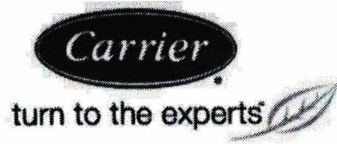
Local Representative:

Stuart Rast
Cell: (470) 219-9770

Proposal ID: 00758383

Date: June 20, 2023

© Carrier Corporation 2018



Prepared For: Kurt Johnson

Date:
June 20, 2023

Job Name:
City of Decatur E Center Suite 139
Mini Split Replacement

Proposal Number: 00758383

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Alabama State Contractor License Number:
19045

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with site personnel and based on the site surveys performed in June 2023.

Turnkey Installation of HVAC Equipment:

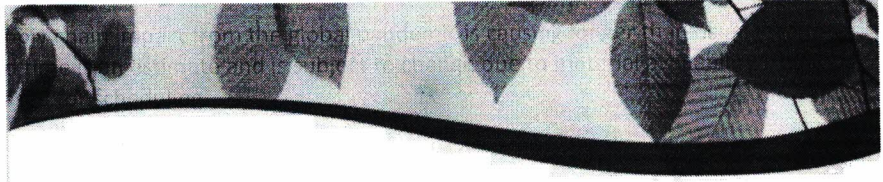
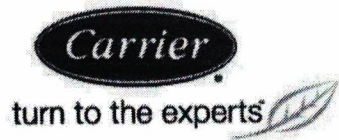
Carrier Equipment Factory Option Details:

- Quantity (1)
- Carrier 1 Ton Single Zone Heat Pump Ductless System
- Model Number 38MARBQ12AA1/ 40MAHBQ12XA1
- Voltage: 115V
- Inverter Driven Compressor
- Low Sound Levels
- Fast Installation
- Built in self diagnostic system
- Factory Installed Basepan Heater
- Factory Installed Crankcase Heater
- Auto-Restart Function
- Condenser High Temp Protection
- Refrigerant Leak Detection
- Aluminum Golded Hydrophilic Pre-Coated Fins

Equipment Lead Times Details:

- Current factory estimated lead time is 3-6 weeks

*Lead times are not guaranteed as supply chain impact from the global pandemic is causing longer than usual lead times for component materials. Factory lead time is an estimate and is subject to change due to material availability from our suppliers after an official order is released for scheduling.



Equipment Warranty Details:

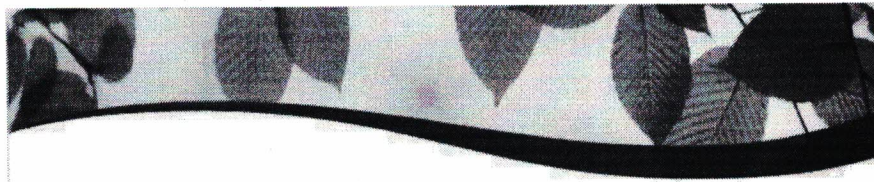
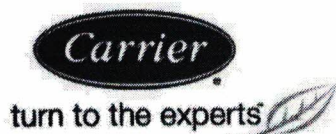
- (7) Year complete unit parts only warranty

Mechanical Demolition and Installation

- Coordinate all work with City of Decatur personnel to minimize customer inconvenience and adhere to Carrier safety standards
- Perform all Carrier lock out tag out safety electrical procedures
- Provide the necessary crane, rigging, and riggers required
- Disconnect, remove, and dispose of existing 1 ton mini split unit per EPA standards
- Provide and install the new Carrier 1 Ton ductless mini split condensing unit
- Provide and install new Carrier 1 Ton mini split high wall indoor unit
- Reconnect existing line voltage
- Perform all required programming for the new equipment
- Clean up all work areas
- Check out with the customer upon completion
- Provide a Carrier factory startup of the system once the installation is completed

Proposal Exclusions and Clarifications

- Pricing is based on work to be performed during normal business hours
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- No Fire alarm wiring or testing is included



Pricing and Acceptance

Kurt Johnson
1629 4th Ave SE
Decatur, AL 35601

Below Pricing per Carrier Sourcewell Agreement #070121-CAR

Equipment.....	\$1,564
Installation Material.....	\$481
Labor.....	\$5,824

Total Sell Price (Excluding Sales Tax).....\$7,869

Add: Set Condensing Unit outside of building.....\$5,525

Add Material.....\$780

Add Labor.....\$4,745

A standard prepayment of 25% will be required for this project. Upon receipt of order, Carrier Finance will perform credit review and will advise if additional prepayment amounts or job booking specifics are required. Following guidance from Carrier Finance, Carrier will issue prepayment invoice to customer.

Pricing is valid for 30 days

Financial items not included

- Bid Bond, Payment and Performance Bond, Liquidated or Consequential Damages, Demurrage or Storage Charges, Participation in OCIP or CCIP Insurance Programs

Respectfully submitted,

Stuart Rast
Carrier Commercial Service

This proposal is subject to Customer's acceptance of the attached Carrier Terms and Conditions (Installation). We value the confidence you have placed in Carrier and look forward to working with you.

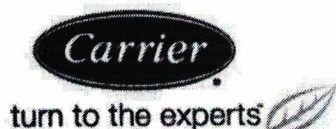
Customer Name (Print)

Title

Customer Acceptance (Signature)

Date

Purchase Order



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Carrier U.S. Inc.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor does not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

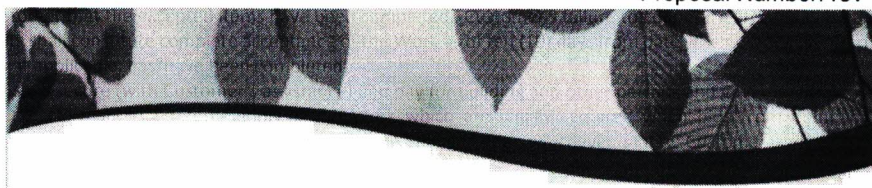
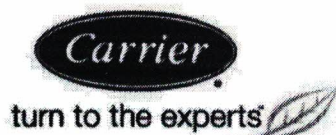
5. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

9. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible



for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

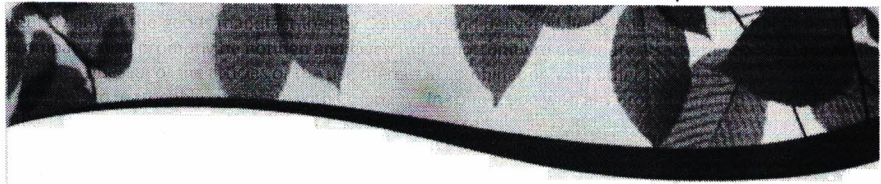
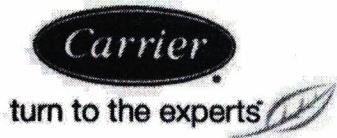
14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.



19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured by Company against failure due to defects in material and manufacture and that the labor furnished is warranted to have been properly performed (the "Limited Warranty"). **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Carrier; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. Carrier equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Wanda Tyler, Landfill and Recycling

ITEM TYPE: Amendment

AGENDA SECTION: ORDINANCES - FIRST READING:

SUBJECT: Ordinance No. 23-4559: Approve Amendment to Solid Waste Definitions, Section 19-1; Code of Decatur, Alabama

FINANCIAL IMPACT: NA

SUGGESTED ACTION:

ATTACHMENTS:

[Ord_No_23-4559_Revised_Solid_Waste_Disposal_Fees.pdf](#)

ORDINANCE NO. 23-4559

BE IT ORDAINED by the City Council of the City of Decatur Alabama as follows:

Section 1. That Section 19-1 of the Code of Decatur, Alabama is hereby amended to read as follows:

“Section 19-1 –Definitions.

The following words and terms, when used in this chapter, shall have the meanings respectively ascribed to them by this section, unless the context clearly indicates otherwise:

Business establishments. "Business establishments" shall mean each person, firm, corporation or association licensed to do business in the City of Decatur and having a location therein generating refuse; apartments and multi-family dwellings of more than six (6) family units; nursing homes; schools; libraries; governmental organizations and buildings; hospitals; trailer courts; and in addition thereto, all others generating more than two (2) cubic yards of refuse per week.

City. "City" shall mean the City of Decatur, Alabama, a municipal corporation, acting through its duly elected governing body, or other official designated by the governing body as the case may be.

City's contractor. "City's contractor," as the case may be, shall be taken to mean third parties to whom the City of Decatur has contracted for the performance of any portion or all of the services otherwise to be rendered by the sanitation department as provided in this chapter, and shall also include persons authorized by the city to haul refuse within the City of Decatur.

Commercial hauling entity. "Commercial hauling entity" shall mean any qualified, properly equipped licensed waste hauler.

Garbage. "Garbage" includes all waste accumulations of animal, fruit or vegetable matter that attend the preparation, use, cooking, dealing in or storage of meat, fowl, fish, fruits or vegetables; tin cans or other containers originally used for foodstuffs.

Garbage can. "Garbage can" means a watertight receptacle or containers of substantial construction having a capacity of not less than ten (10) nor more than thirty (30) gallons, with a tight-fitting lid or cover, with not less than one handle on the lid or cover, and two (2) handles on the receptacle or container, by which same may be conveniently lifted or moved. No cans in excess of thirty (30) gallon capacity will be serviced.

Garbage dump. "Garbage dump" means a place for dumping or disposing of refuse, operated by the City of Decatur, Alabama, or such other place as may be designated and approved by the county health officer of Morgan County, Alabama.

Open top waste containers, Dumpsters, or Roll-off boxes. "Open top waste containers, Dumpsters, or Roll-off boxes" shall mean steel bins or boxes made to serve as receptacles for solid wastes with provisions for motorized lifting and emptying by specially designated truck-mounted equipment.

Oversized burnable wastes. "Oversized burnable wastes" are comprised of items which cannot readily be collected in the normal mechanized compaction truck or disposed of in the conventional refuse incinerator; also, items which cannot be easily crushed having bulk in excess of ten (10) cubic feet or a maximum single dimension exceeding five (5) feet in length or exceeding four (4) inches in diameter.

Oversized, nonburnable wastes. "Oversized, nonburnable wastes" include wastes which are largely of metallic construction such as refrigerators, stoves, barrels, metal furniture, boilers, washing machines and bed springs.

Premises. "Premises" means any dwelling, flat, rooming house, apartment house, hospital, school, hotel, club, restaurant, boardinghouse, eating place, shop, church, place of business, manufacturing establishment, courthouse, jail, city hall, post office or other public building.

Refuse. "Refuse" shall mean both garbage and rubbish as defined in this section, dead animals and any other material or substance, regardless of definition, presently picked up and handled by the sanitation department of the City of Decatur, or the city's contractor, except oversized burnable and oversized nonburnable wastes.

Rubbish. "Rubbish" shall mean and includes all nonputrescible solid wastes, consisting of both combustible and noncombustible wastes, such as paper, cardboard, glass, crockery, excelsior, cloth and similar materials.

Sanitary landfill. "Sanitary Landfill" shall mean a disposal site permitted by the Alabama Department of Environmental Management and operated by Alabama Department of Environmental Management regulations.

Superintendent of sanitation. "Superintendent of sanitation" means the duly designated head of the sanitation department."

Section 2. This Ordinance shall become effective on October 1, 2023.

ADOPTED this _____ day of _____, 2023.

APPROVED this ____ day of _____, 2023

ATTEST:

City Clerk

Mayor

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Wanda Tyler, Landfill and Recycling

ITEM TYPE: Ordinances

AGENDA SECTION: ORDINANCES - FIRST READING:

SUBJECT: Ordinance No. 23-4561: Approve Revised Solid Waste Disposal Fees at the Municipal Landfill

FINANCIAL IMPACT: Landfill Enterprise Fund

SUGGESTED ACTION: REVISING SOLID WASTE DISPOSAL FEES AT THE MUNICIPAL SOLID WASTE LANDFILL

ATTACHMENTS:

[Ord_No_23-4561_Landfill_rate_changes.pdf](#)

ORDINANCE NO. 23-4561

BE IT ORDAINED by the City Council of the City of Decatur Alabama as follows:

Section 1. That Section 19-38 of the Code of Decatur, Alabama is hereby amended to read as follows:

“Section 19-38. -Waste Disposal Fees.

Upon approval by the director or his designee that such waste may be disposed of without detriment to the MSW/CD landfill, and was generated within the service area as described in the operating permit (subject to the exceptions contained in this article), then the following charges shall apply to all patrons of the MSW/CD landfill including without limitation the city, other municipal and county governments and agents and contractors thereof. Such charges shall be determined as reflected by scales furnished by the city for such purpose where based on weight, upon which event such waste shall be received by the MSW/CD landfill and unloaded pursuant to the directions of the landfill personnel.

(1)Amounts carried by all types of vehicles, i.e. (residential, C&D, commercial, dead animals), per ton \$29.00

(2)Minimum charge, whether by hand, automobile, pickup or other vehicle (except for tires and charges determined by cu/yd.) up to 740 pounds.... \$15.00

(3)For disposal of fly-ash identified as being a gray to black, fined-grained material produced as boiler residue, with results of test of samples of the material and its leachate not exceeding the maximum limits for metals and other parameters established by the Environmental Protection Agency or the Alabama Department of Environmental Management, sealed containers of silica dioxide, per ton..... \$29.00

(4)For disposal of passenger tires, per tire.... \$5.00

For disposal of all other tires, i.e.; (tractor trailer, heavy equipment, farm, industrial), per ton.... \$200.00

(5)For disposal of asbestos, having met or exceeding current ADEM and EPA regulations and landfill policies, per ton.... \$125.00

(6) For disposal of regulated medical waste having met or exceeding current ADEM and EPA regulations and landfill policies, per ton.... \$100.00

(7)For disposal of materials suitable for alternative daily cover as determined by the director or his designee, per ton.... \$10.00

(8)For disposal of non-municipal solid waste hauled in a roll-off container with a container capacity of ten cubic yards or greater, per cubic yard.....\$10.00

(9)For disposal of waste sludge.... \$26.00”

Section 2. That the Code of Decatur, Alabama is hereby amended by adding a section to be numbered 19-44, which said section reads as follows:

“Section 19-44.-Dumpster or Roll-Off Storage.

Any commercial hauling entity that disposes of waste at the Decatur Morgan County Regional Landfill (Sanitary Landfill), on a regular basis, may briefly store at quantities of no more than four (4) open top waste containers or roll-off boxes of an appropriate size at the designated area to store containers. This short term storage area is provided as a service for commercial hauling entities, that are not locally located near the Decatur Morgan County Regional Landfill, but have customers who are.”

Section 3. That the Code of Decatur, Alabama is hereby amended by adding a section to be numbered 19-45, which said section reads as follows:

“Section 19-45.-Requirements.

An open top waste container, dumpster, or roll-off box that is stored on Sanitary Landfill property will be regulated by this Chapter and shall meet each of the following requirements:

- (A) The open top waste containers, dumpster, or roll-off boxes must be empty, and free of rubbish, garbage, and trash before storing at the designated area.
- (B) Commercial hauling entity may not store damaged, broken, or unusable open top waste containers, dumpster, or roll-off boxes.
- (C) The open top waste containers, dumpster, or roll-off boxes shall be located only within the specified area on the Landfill property.
- (D) The open top waste containers, dumpster, or roll-off boxes shall not be located within the right-of-way of any street.
- (E) The open top waste containers, dumpster, or roll-off boxes shall not obstruct safe sight distances for traffic and pedestrians.
- (F) The open top waste containers, dumpster, or roll-off boxes shall not obstruct view of traffic signs or street signs and shall not be located on a sidewalk.
- (G) The open top waste containers, dumpster, or roll-off boxes shall be stored a minimum of 5 feet apart from each other and locations of the open top waste containers, dumpster, or roll-off boxes must provide for direct and unobstructed access by specially designated truck-mounted equipment and personnel.
- (H) The area surrounding each open top waste container, dumpster, or roll-off box shall be maintained free of litter, the lids (if present) shall be kept tightly secured when not in use, and dumpsters should not be overflowing with debris.
- (I) Use of and payment for this service shall be mandatory and required for every commercial hauling entity.”

Section 4. That the Code of Decatur, Alabama is hereby amended by adding a section to be numbered 19-46, which said section reads as follows:

“Section 19-46.-Service not provided by Sanitary Landfill.

It shall be the duty of any commercial hauling entity to move any open top waste containers, dumpster, or roll-off boxes from the Sanitary Landfill.”

Section 5. That the Code of Decatur, Alabama is hereby amended by adding a section to be numbered 19-47, which said section reads as follows:

"Section 19-47.-Charges for storage access..

(A) Charges for the Sanitary Landfill services by the city shall be as established by the city council from time to time.

(B)The director of the department of Landfill ("director") shall serve as “solid waste officer” as those terms are used in Code of Ala. 1975, § 22-27-3.

(C) A monthly charge of \$25.00 for each open top waste container, dumpster, or roll-off box will be imposed for each open top waste container, dumpster, or roll-off box stored at the Sanitary Landfill.”

Section 6. That the Code of Decatur, Alabama is hereby amended by adding a section to be numbered 19-48, which said section reads as follows:

“Section 19-48-Penalty.

Any person including a commercial hauling entity, who shall violate any provisions of Section 19-44 through Section 19-48 shall be subject to a fine of \$50.00 per day.”

Section 7. This Ordinance shall become effective on October 1, 2023.

ADOPTED this _____ day of _____, 2023.

ATTEST:

APPROVED this ____day of _____, 2023

City Clerk

Mayor

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Rebecca Sheets, Utilities

ITEM TYPE: Ordinances

AGENDA SECTION: ORDINANCES - FIRST READING:

SUBJECT: Ordinance No. 23-4562: Approve Gas Ordinance Additions to Section 23-231

FINANCIAL IMPACT: none

SUGGESTED ACTION: Approved by MUB

ATTACHMENTS:

[Ord_No_23-4562-Large_Volume_Industrial_Gas_User_Rate_Schedule.pdf](#)
[Council Letter July 3 2023.pdf](#)

ORDINANCE NO. 23-4562
AN ORDINANCE AT THE REQUEST OF THE
MUNICIPAL UTILITIES BOARD OF DECATUR,
MORGAN COUNTY, ALABAMA ESTABLISHING A
RATE SCHEDULE FOR SALES TO LARGE VOLUME
INDUSTRIAL CUSTOMERS

WHEREAS, THE Municipal Utilities Board of Decatur, Morgan County, Alabama (“Decatur Utilities” or “DU”) is undertaking a marketing program for sales to large volume industrial users of natural gas located in its service area that are not connected to DU by a service line and meter or that are transportation customers;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Decatur that the Code of Decatur, Alabama is hereby amended by adding a subsection to be numbered Subsection 23-231 (i), which reads as follows:

“(i) A new rate schedule, entitled the Large Volume Industrial User Rate Schedule (the "Rate Schedule Class 100"), is hereby established to be effective on the date of publication of this Ordinance with the following guidelines:

1. DU may enter into natural gas sales contracts with large volume industrial users, as defined in this Ordinance, on the following terms:
 - The term shall not be less than two years nor more than ten years, including renewal options.
 - The contracts shall be requirements contracts, providing for the sale of gas to serve an eligible customer's requirements for gas up to stated maximum quantities.
 - The facilities of the industrial customer must be located in the City's service area or in an area contiguous to such area where gas distribution service is not otherwise being provided, or in the same County.
2. Large volume industrial users eligible for service under this Rate Schedule shall be those that will purchase a monthly average of not less than 100 MMBtu per day from

DU and that elect to enter into a contract with DU for purchases of gas under this Rate Schedule.

3. Any contract between DU and a customer pursuant to this Rate Schedule shall be in the form of a North American Energy Standards Board ("NAESB") Base Contract for the Sale and Purchase of Natural Gas, with such Special Conditions and commercial terms set forth in a Transaction Confirmation as shall be established by the General Manager.

4. The commodity price per MMBtu for service under this Rate Schedule shall be either (a) the daily Midpoint price published by Gas Daily, a publication of S&P Global Platts, in the chart entitled "Final Daily Price Survey- Platts Locations (\$/MMBtu)", as such Index price may be adjusted for any applicable transportation cost, index premium, or other basis differential, for the applicable pricing and delivery points and for the applicable flow date of deliveries, or (b) the first-of-the-month Index price published by Inside FERC's Gas Market Report, a publication of S&P Global Platts, in the chart entitled "Monthly Bidweek Spot Gas Prices - Platts Locations (\$/MMBtu)", as such Index price may be adjusted for any applicable transportation cost, index premium, or other basis differential, for the applicable pricing and delivery points, as specified in the contract between DU and the customer, and, in each case, less a discount of not greater than 50% of the net discount below the Index price to DU of the gas acquired by DU for sale to the customer. DU, through its General Manager, may negotiate lesser discounts with any eligible customer.

5. DU may combine sales service of commodity gas supply under this Rate Schedule with transportation service to DU's gate station and then across DU's system so as to provide a delivered service at the industrial customer's premises. In such circumstances, the delivered price to the customer shall include a transportation service component or components in addition to the price, as described in paragraph 4 above, for the commodity gas supply under this Rate Schedule.

However, DU may sell gas to the eligible purchaser under this Rate Schedule at the plant gate or into a transportation contract held by the eligible customer.

6. DU shall serve customers under this Rate Schedule from prepaid gas supplies acquired by DU for this purpose. DU shall not be obligated to supply any new eligible customer under this Rate Schedule, or supply any portion of such quantity requested by such customer, if it does not have sufficient long-term, firm prepaid gas supplies available to it for sale and delivery to such new customer.”

7. This Ordinance shall become effective on its approval and publication as required by law.

ADOPTED this ____ day of July, 2023

ATTEST:

APPROVED this __ day of July, 2023

City Clerk

Mayor



June 22, 2023

Mayor & City Council
City of Decatur
P.O. Box 488
Decatur, AL 35602

Dear Mayor and Council Members:

At its regular meeting on June 22, 2023, the Municipal Utilities Board adopted a resolution recommending that the City Council approve additions to the Natural Gas Rate Ordinance in Section 23-231.

We respectfully request that the Council consider this item at the July 3, 2023 meeting. If you have any questions, please feel free to contact me.

Respectfully submitted,

DECATUR UTILITIES

A handwritten signature in blue ink, appearing to read "Ray Hardin".

Ray Hardin
General Manager

cc: Stephanie Simon
Herman Marks

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Herman Marks, Legal

ITEM TYPE: Ordinances

AGENDA SECTION: ORDINANCES - FIRST READING:

SUBJECT: Ordinance No. 23-4563: Approve Gas Rate Customer Eligibility
Revisions in Section 23-231 of City Code

FINANCIAL IMPACT: NA

SUGGESTED ACTION:

ATTACHMENTS:

[Ord_No_23-4563_Section_23-231_subsection_amendments.pdf](#)

ORDINANCE NO. 23-4563

BE IT ORDAINED by the City Council of the City of Decatur, Alabama as follows:

Section 1. That paragraph (3) of the subsection numbered (c) of Section 23-231 of the CODE OF DECATUR, ALABAMA is hereby amended to read as follows:

“(3) *Monthly rate*. The monthly charge shall be the sum of the following components:

a. A monthly access fee of four hundred fifty dollars (\$450.00), which may be adjusted from time to time, as hereinafter provided.

b. Demand charge, either:

1. *Annualized demand*. A demand charge per one million (1,000,000) BTU (dekatherm) of total gas use, whether purchased from or transported by the city, based on the city's average demand cost (see paragraph (8)), or

2. *Contract pass-through demand*. A demand charge per one million (1,000,000) BTU (dekatherm) of total gas used, whether purchased from or transported by the city, based on actual cost as paid by the city to the pipeline(s). Minimum term is one (1) year, and minimum daily contract quantity is fifty-one (51) dekatherms.

c. As appropriate to the customer, either:

1. A commodity charge per dekatherm of gas purchased from the city based on the city's average commodity cost (see paragraph (8)); or

2. If a customer requests the city to purchase for and deliver to it a specific package of gas that exceeds one hundred (100) MCF/day, and such request is approved by Decatur Utilities, a commodity charge calculated on a dekatherm basis equal to the cost of such gas delivered to the city distribution system.

3. Customers of this rate class may be eligible to participate in prepay or discount gas contracts the city is eligible to participate in. The customer must contract for a minimum of 100 mcf per day. Refer to Rate Class 100 for qualifications and eligibility to participate in this program.

d. A mark-up of \$0.2017 per dekatherm or \$0.20815 per MCF of total gas use, whether purchased from or transported by the city, which may be adjusted from time to time, as hereinafter provided.”

Section 2. That paragraph (5) of the subsection numbered (e) of Section 23-231 of the CODE OF DECATUR, ALABAMA is hereby amended to read as follows:

“(5) *Monthly rate*. The monthly charge shall be the sum of the following components:

a. A monthly access fee of four hundred fifty dollars (\$450.00), which may be adjusted from time to time, as hereinafter provided.

b. As appropriate to the customer, either:

1. A commodity charge per dekatherm of gas purchased from the city based on the city's average commodity cost (see paragraph (9)); or

2. If a customer requests the city to purchase for and deliver to it a specific package of gas that exceeds one hundred (100) MCF/day, and such request is approved by Decatur Utilities, a commodity charge calculated on a dekatherm basis equal to the cost of such gas delivered to the city distribution system.

3. Customers of this rate may be eligible to participate in prepay or discount gas contracts the city is eligible to participate in. The customer must contract for a minimum of 100 mcf per day. Refer to Rate Class 100 for qualifications and eligibility to participate in this program.

c. A mark-up of \$0.1829 per dekatherm or \$0.18875 per MCF of total gas use, whether purchased from or transported by the city, which may be adjusted from time to time, as hereinafter provided.”

Section 3. This Ordinance shall become effective on its approval and publication as required by law.

ADOPTED this _____ day of _____, 2023.

Authenticated:

Stephanie Simon, City Clerk

APPROVED this _____ day of _____, 2023.

Tab Bowling
Mayor of the City of Decatur, Alabama

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Michelle Stinnett, Planning

ITEM TYPE: Annexation

AGENDA SECTION: ORDINANCES:

SUBJECT: Ordinance No. 23-4560: Approve Annexation Request - 374-23 for approximately 19.59 acres located at 2709 Beltline Road SW
First Reading June 20, 2023

FINANCIAL IMPACT: N/A

SUGGESTED ACTION:

ATTACHMENTS:

[Ord_No_23-4560_Annex_374-23_2709_Beltline.pdf](#)

[Annexation 374-23 Application Submittal.pdf](#)

[Questionnaire for Annexation 374-23.pdf](#)

[Annex 374 Zoning.pdf](#)

[Staff Report Annexation 374-23.pdf](#)

[Exhibit A - Pre-zoning 1417-23 and 374-23 annexation.pdf](#)

ORDINANCE NO. 23-4560

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ALABAMA

As follows:

Section 1. A written petition having been signed and filed by the owners of the below described property with the City Clerk, together with a map of the said territory showing its relationship to the corporate limits of the City of Decatur to which said property is proposed to be annexed, requesting that such below described property or territory be annexed to the City of Decatur, a municipal corporation, in the State of Alabama, which petition is brought under, and is found to comply fully with the provisions of Section 11-42-20 to Section 11-42-24, inclusive, Code of Alabama 1975, as amended, said property being contiguous to the present corporate limits, and it being in the public interest for such property to be made a part of the municipality in addition to the territory already within the corporate limits, the City Council of the City of Decatur does hereby assent to the annexation of said property or territory to the City of Decatur, and the corporate limits of the City of Decatur be and hereby are extended and rearranged so as to embrace and include such property, which is described as follows, situated in Morgan County, Alabama, to -wit:

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 5 WEST, MORGAN COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 23, THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 23 SOUTH 89 DEGREES 11 MINUTES 33 SECONDS EAST (ALABAMA STATE PLANE GRID, WEST ZONE [NAD83]), A DISTANCE OF 309.52 FEET TO A 1/2 INCH IRON PIN, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE SAID POINT OF BEGINNING NORTH 01 DEGREES 00 MINUTES 05 SECONDS EAST A DISTANCE OF 310.23 FEET TO A 1/2 INCH IRON PIN; THENCE NORTH 89 DEGREES 19 MINUTES 16 SECONDS WEST A DISTANCE OF 277.35 FEET TO A CAPPED IRON PIN ON THE EAST RIGHT-OF-WAY MARGIN OF MCENTIRE LANE; THENCE ALONG THE EAST RIGHT-OF-WAY MARGIN OF MCENTIRE LANE NORTH 00 DEGREES 49 MINUTES 46 SECONDS EAST A DISTANCE OF 1017.90 FEET TO A CAPPED IRON PIN (STAMPED "PWM AL/CA0021/LS"); THENCE SOUTH 88 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 428.11 FEET TO A POINT; THENCE SOUTH 21 DEGREES 46 MINUTES 49 SECONDS EAST A DISTANCE OF 931.43 FEET TO A POINT AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY MARGIN OF DAWN DRIVE AND THE WESTERLY RIGHT-OF-WAY MARGIN OF TIM'S WAY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY MARGIN THE FOLLOWING CALLS:

SOUTH 21 DEGREES 29 MINUTES 54 SECONDS EAST A DISTANCE OF 249.81 FEET TO A CAPPED IRON PIN (STAMPED "PWM AL/CA0021/LS"); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET (CHORD BEARING SOUTH 29 DEGREES 13 MINUTES 28 SECONDS EAST, CHORD DISTANCE 40.33 FEET) AN ARC DISTANCE OF 40.45 FEET TO A CAPPED IRON PIN (STAMPED "PWM AL/CA0021/LS"); THENCE SOUTH 36 DEGREES 57 MINUTES 02 SECONDS EAST A DISTANCE OF 243.85 FEET TO A CAPPED IRON PIN (STAMPED "PWM AL/CA0021/LS"); THENCE SOUTH 02 DEGREES 47

MINUTES 14 SECONDS EAST A DISTANCE OF 4.31 FEET TO A CAPPED IRON PIN
(STAMPED "PWM AL/CA0021/LS") ON THE SOUTH BOUNDARY OF SECTION 23;

THENCE LEAVING THE WESTERLY RIGHT-OF-WAY MARGIN OF TIM'S WAY AND ALONG
THE SOUTH BOUNDARY OF SECTION 23 NORTH 89 DEGREES 10 MINUTES 26
SECONDS WEST A DISTANCE OF 643.45 FEET TO AN AXLE; THENCE NORTH 88
DEGREES 53 MINUTES 21 SECONDS WEST A DISTANCE OF 131.06 FEET TO THE TRUE
POINT OF BEGINNING AND CONTAINING 19.59 ACRES MORE OR LESS.

Adopted this _____ day of _____, 2023

Approved this _____ day of _____, 2023

Tab Bowling
Mayor of the City of
Decatur, Alabama

Authenticated:

Stephanie Simon, City Clerk

TO THE CITY CLERK AND TO THE GOVERNING BODY OF THE CITY OF DECATUR, A MUNICIPAL CORPORATION IN THE STATE OF ALABAMA:

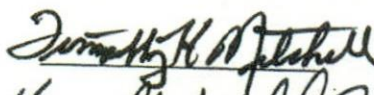
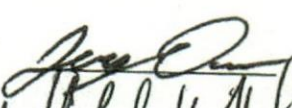
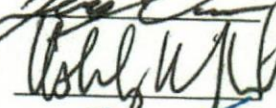
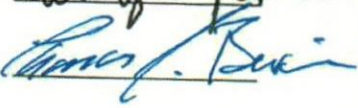
We, the undersigned, constituting all of the owners of the below described property or territory, which is within an area contiguous to the corporate limits of the City of Decatur, a municipal corporation in the State of Alabama, and which no part of the said property or territory lies within the corporate limits of any other municipality, do hereby file this our written petition with the City Clerk of the said City of Decatur, and do petition and request that the said below described property or territory be annexed to the said City of Decatur as a part of its corporate limits, all under and pursuant to Sections 11-42-20 through 11-42-24, Code of Alabama, 1975, as amended.

Attached hereto and marked "Exhibit A" and incorporated herein by reference as if fully set out, is a map of said territory showing its relationship to the corporate limits of the City of Decatur. Said property or territory sought to be annexed is accurately described as follows, situated in Morgan County, Alabama, to-wit:

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 5 WEST, MORGAN COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 23, THENCE ALONG THE SOUTH BOUNDARY OF SAID SECTION 23 SOUTH 89 DEGREES 11 MINUTES 33 SECONDS EAST (ALABAMA STATE PLANE GRID, WEST ZONE [NAD83]), A DISTANCE OF 309.52 FEET TO A 1/2 INCH IRON PIN, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

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IN WITNESS WHEREOF, the undersigned have executed or caused to be executed with full authority, this instrument on this the 1st day of May, 20 23.

Signature of Owner	Printed Name of Owner	Witness
	Timothy H. Mitchell	 Jeremy Duggance
	Kenneth G. Mitchell	 Ashley Wright
	Jimmy Darryl Mitchell	 Thomas J. Stevens



ANNEXATION QUESTIONNAIRE

1) BRIEF DESCRIPTION OF PROPERTY FOR ANNEXATION:

Parcel Number or Address (if applicable): 2407 BELTLINE ROAD SW.

2) STATE REASON FOR REQUESTING ANNEXATION:

PROPOSED TO DEVELOP A MULTI FAMILY DEVELOPMENT

3) FOR THE AREA PROPOSED FOR ANNEXATION PROVIDE THE FOLLOWING:

CURRENT RESIDENTS

WHITE _____

NON-WHITE _____

TOTAL _____

CURRENT REGISTERED VOTERS

WHITE _____

NON-WHITE _____

TOTAL _____

4) PRESENT LAND USE OF AREA PROPOSED FOR ANNEXATION:

- a) _____ ACRES INDUSTRIAL
- b) _____ ACRES COMMERCIAL
- c) _____ ACRES RESIDENTIAL AND _____ DWELLING UNITS
- d) 19.59 ACRES AGRICULTURAL OR VACANT
- e) _____ TOTAL ACRES IN ANNEXATION PROPOSAL

5) TOTAL ANTICIPATED FUTURE LAND USE OF AREA PROPOSED FOR ANNEXATION:

- a) _____ ACRES INDUSTRIAL
- b) _____ ACRES COMMERCIAL
- c) 19.59 ACRES RESIDENTIAL AND 358 DWELLING UNITS
- d) _____ TOTAL ACRES

6) COUNCIL VOTING DISTRICT NUMBER _____

PETITIONER (OR REPRESENTATIVE)
K.L.ENTERPRISES, INC.

NAME
KEN LIEM

ADDRESS
26741 PORTOLA PKWY 1E-696

PHONE
714 928-8812

FOOTHILL RANCH, CA. 92610

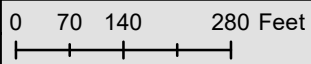
Annexation 374-23



LEGEND

- Annexation 374-23
- Ownership Parcels
- Streets

City of Decatur Department of Development
Note: Every reasonable effort has been made to assure the accuracy of this map. The City of Decatur does not assume liability arising from the use of this map. THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED.



Annexation

FILE NAME OR NUMBER: Annexation 374-23

ACRES: 19.59 +/-

CURRENT ZONE: None

APPLICANT: KL Enterprises for Mitchell Ventures, LLC

LOCATION AND OR PROPERTY ADDRESS: 2709 Beltline Road SW

REQUEST: Annex 19.59 acre property

PROPOSED LAND USE: Multi-family Development

ONE DECATUR FUTURE LAND USE: Mixed Neighborhood & Community Commercial

ONE DECATUR STREET TYPOLOGY: Beltline Road SW is a Principle Arterial

COMMENTS AND RECOMMENDATIONS FROM TECHNICAL REVIEW COMMITTEE:**Conditions to be met:**

1. Application Fees
2. Copy of Deed
3. Annexation Petition
4. Subdivision of Property with Morgan County Must Be Completed Before Forwarding to City Council for Consideration

Pt. of Info:

Any relocation of utilities will be at the owner's expense

Planning Commission Comments:

The Planning Commission voted unanimously 7-0 in favor of recommending approval of Annexation 374-23



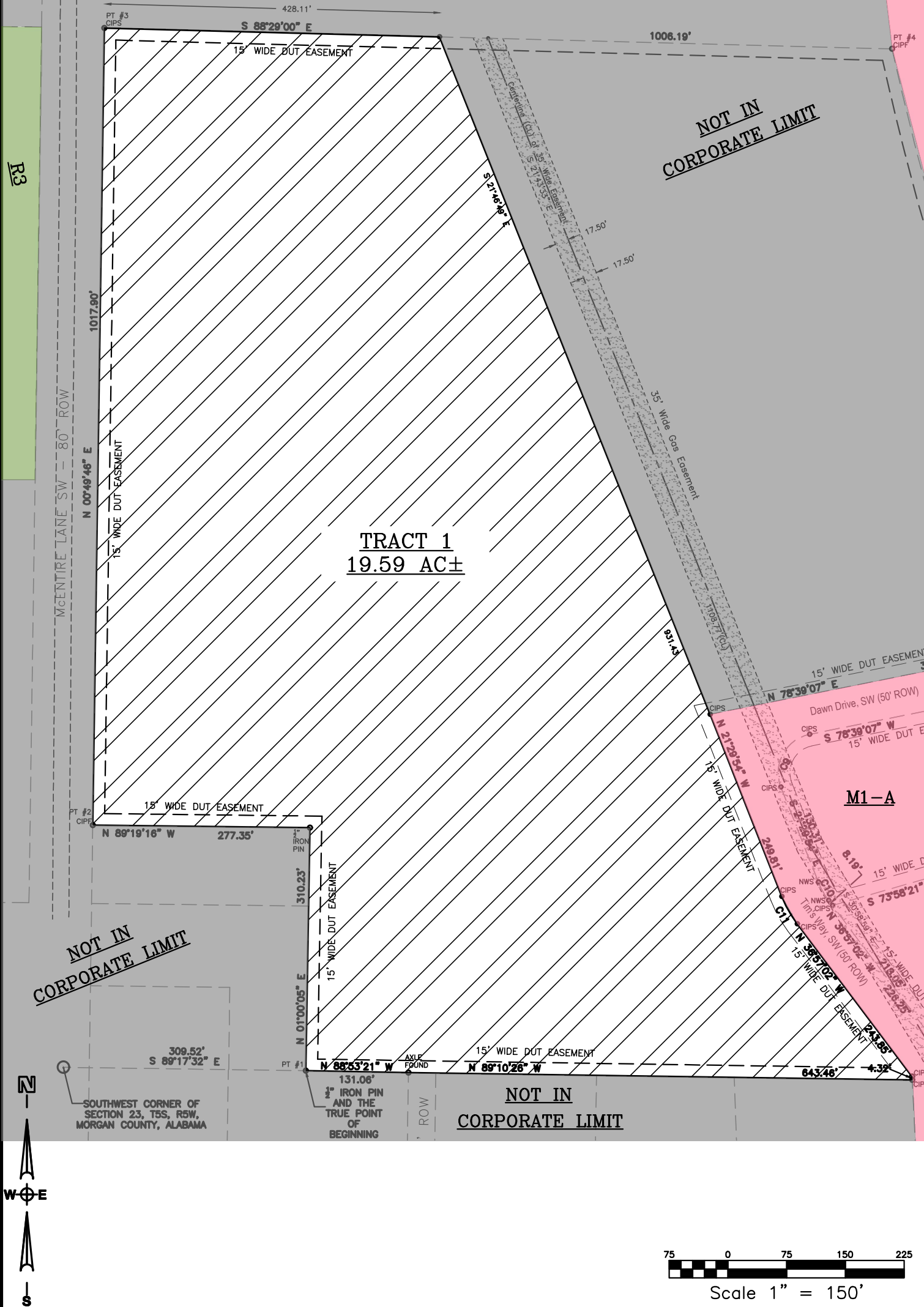
310 8TH AVENUE NE | DECATUR, ALABAMA 35601 | POST OFFICE BOX 2419 | 35602

256.353.3937P

256.350.2285F

POINT	NORTHING	EASTING	DESCRIPTION
PT #1	N:1670204.07	E:2108736.55	1/2" IRON PIN
PT #2	N:1670517.54	E:2108464.64	CAPPED IRON PIN
PT #3	N:1671535.34	E:2108479.38	CAPPED IRON PIN
PT #4	N:1671508.70	E:2109485.22	CAPPED IRON PIN
PT #5	N:1670472.95	E:2109872.67	1/2" REBAR

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C9	87.40'	50.00'	100°09'01" S	N 28°34'36" E	76.89'
C10	26.97'	100.00'	15°27'07" S	N 29°13'28" W	26.89'
C11	40.45'	150.00'	15°27'07" S	N 29°13'28" W	40.33'
C12	74.53'	125.00'	34°09'47" S	N 19°52'08" W	73.43'



SKETCH -- KEN LIEM -- McENTIRE LANE

DRAWING DATE: 05-08-23

DRAWN BY: MSB

APPROVED BY: HBM

JOB No. SK-84-23

SCALE: 1"=150'

PAGE 2 OF 2

PUGHWRIGHTMCANALLY.COM

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 3, 2023

SUBMITTED BY: Stephanie Simon, City Clerk

ITEM TYPE: Board Appointments & Reappointments

AGENDA SECTION: BOARDS AND COMMITTEES:

SUBJECT: Appoint Marshall Wise to the Library Board with term expiring June 30, 2026

FINANCIAL IMPACT: NA

SUGGESTED ACTION: Filling Douglas Morse's position due to resignation

ATTACHMENTS: