



402 LEE STREET
DECATUR, ALABAMA 35601
FEBRUARY 17, 2025

Council Chambers

Regular City Council Meeting

10:00 AM

I. CALL MEETING TO ORDER:

II. INVOCATION:

III. PLEDGE OF ALLEGIANCE:

IV. ROLL CALL OF ELECTED OFFICIALS:

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

V. PROCLAMATION:

Austin High School Cheerleaders - National Title

VI. AGENDA RELATED PUBLIC COMMENTS:

VII. APPROVAL OF MONTHLY BILLS:

- A. Approve January 2025 Monthly Bills
[January 2025 AP Checks.pdf](#)

VIII. APPROVAL OF MINUTES:

- A. January 27, 2025 - 5:00 PM Council Work Session
[01 27 2025 WS.pdf](#)
- B. February 3, 2025 - 5:30 PM Council Work Session
[02 03 25 WS.pdf](#)
- C. February 3, 2025 - 6:00 PM Council Meeting
[02 03 25 CM.pdf](#)

IX. SET PUBLIC HEARINGS:

- A. Resolution No. 25-019: Approve demolition of the old car wash located at 2612 Old Moulton Rd. SW
Set Public Hearing for Monday, March 17, 2025 at 10:00am.
[Res_No_25-019_2612_Old_Moulton_Rd._SW_Car_Wash_Demo.pdf](#)

X. PUBLIC HEARINGS:

- A. Resolution No. 25-020: Approve request for Special Event Retail Liquor License for Carnegie Visual Arts Center DBA Carnegie Carnival at 133 2nd Ave. NE, Decatur, AL 35601
[Res_No_25-020_Carnegie_Carnival_2025.pdf](#)

XI. WEED ABATEMENTS:

- A. Resolution No. 25-021: Assess \$348.00 against 1517 Faye St. SW for cost of abatement of nuisance
[Res_No_25-021_Assess_1517_Faye_St._SW.pdf](#)
- B. Resolution No. 25-022: Assess \$348 against 1121 10th Ave. SE for cost of abatement of nuisance
[Res_No_25-022_Assess_1121_10th_Ave_SE.pdf](#)

XII. RESOLUTIONS:

- A. Resolution No. 25-023: Authorize Mayor to enter into an agreement with Lord Aeck Sargent Planning and Design for Historic Structures Report for the Carnegie Art Center
[Res_No_25-023_LAS_Carnegie.pdf](#)
[241211_B102-2017_LAS_Decatur_LAS-signed \(002\).pdf](#)
- B. Resolution No. 25-024: Approve ATRP2-52-2023-176 Upper River Road Tract 1 - 2708 Point Mallard Parkway-Davenport Property Relocation Expenses
[Res_No_25-024_Upper_River_Road-Tract_1-Moving_Expenses.pdf](#)
[Davenport_Property_Relocation_Expenses-Upper_River_Rd-Tract_1.pdf](#)
- C. Resolution No. 25-025: Approve Morell Engineering Proposal for Wilson Morgan Park Access Improvements
[Res_No_25-025_Morell_Engineering-Wilson_Morgan_Park_Proposal.pdf](#)
[Morell_Engineering_Proposal-Wilson_Morgan_Park_Acess_Improvements.pdf](#)
- D. Resolution No. 25-026: Approve Agreement with Grayson Carter & Son Contracting Inc for 6th Avenue Roadwork Improvements
[Res_No_25-026_6th_Ave_Improvements_Roadway_Work_Grayson_Carter_&_Son.pdf](#)
[6th_Ave_Decatur_TAP_Project_Proposal.pdf](#)
[6th_Ave_Access_Project_Proposal.pdf](#)
- E. Resolution No. 25-027: Approve 2025 Point Mallard Rate Changes

[Res_No_25-027_Point_Mallard_Rate_Changes.pdf](#)
[Waterpark Proposed Pricing 2025.pdf](#)
[Waterpark Proposed Pricing, comparison 2025.pdf](#)
[Event Center Proposed Pricing 2025.pdf](#)
[Event Center Proposed Pricing, Comparison, 2025.pdf](#)
[Golf Course Proposed Pricing 2025.pdf](#)
[Golf Course Proposed Pricing, Comparison, 2025.pdf](#)

- F. Resolution No. 25-028: Approve Point Mallard Facility Fee
[Res_No_25-028_Point_Mallard_Park_Facility_Fee.pdf](#)
[Projected Facility Fees by Transaction.012025docx.pdf](#)
- G. Resolution No. 25-029: Approve 2025 Rate Changes for Park and Recreation Venues
[Res_No_25-029_Park_and_Recreation_rate_changes_2025.pdf](#)
[Cemetery Proposed Pricing 2025.pdf](#)
[Cemetery Proposed Pricing, Comparison, 2025.pdf](#)
[Pickleball Proposed Pricing 2025_.pdf](#)
[Pickleball Proposed Pricing, Comparison 2025_.pdf](#)
[Tennis Proposed Pricing 2025.pdf](#)
[Tennis Proposed Pricing, Comparison, 2025.pdf](#)

XIII. ORDINANCES - FIRST READING:

- A. Ordinance No. 25-4603: Declare Surplus and authorize sell of 710 and 712 Walnut St NW to Marilyn Williams
[Ord_25-4603_Property_710_&_712_Walnut_St.pdf](#)

XIV. ORDINANCES:

- A. Ordinance No. 25-4602: Establish Salary and Compensation of Mayor and City Council for the term beginning November 2025
[Ord_No_25-4602_Mayor_and_Council_Salary.pdf](#)

XV. PUBLIC COMMENT:

XVI. ADJOURNMENT:

The next Council Work Session will be held on February 24, 2025 at 5:00pm.

The next Regular Council Meeting will be held on March 3, 2025 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.

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: February 17, 2025

SUBMITTED BY: Stephanie Simon, City Clerk

ITEM TYPE: Bills

AGENDA SECTION: APPROVAL OF MONTHLY BILLS:

SUBJECT: Approve January 2025 Monthly Bills

FINANCIAL IMPACT: Multiple

SUGGESTED ACTION:

ATTACHMENTS:
[January 2025 AP Checks.pdf](#)

CHECK NUMBER	VENDOR NAME	CHECK AMOUNT
17004	ADORAMA INC	999.00
17005	ALLIANCE AUTOMATION AND CONTROL INC	2,379.00
17006	AMAZON CAPITAL SERVICES, INC.	3,107.63
17007	ANDERSON WILLIAMS MCKINNIS INC	357.50
17008	ANDERSON WILLIAMS MCKINNIS	31,500.00
17009	ANIMAL CARE EQUIP & SERV LLC	430.61
17010	BAILEY, JETAUN	3,125.00
17011	BRANUM'S INC	250.00
17012	CASEY, GEREY	1,580.00
17013	DRAKE, BILLY JOE	1,100.00
17014	CITY MACHINE INC	182.46
17015	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	546.84
17016	COOPERATIVE PERSONNEL SERVICES	2,403.50
17017	DISH	103.56
17018	DIXIE DIAMOND SPORTS INC	3,339.21
17019	FLEETPRIDE INC	216.17
17020	GARVER, LLC	37,494.57
17021	LEAP SERVICE PARTNERS, LLC	1,571.34
17022	HAGGARD, JESSICA HAYES	296.14
17023	N HARRIS COMPUTER CORPORATION	2,200.00
17024	HCS CULLMAN, LLC	4,043.00
17025	HD SUPPLY FACILITIES MAINTENANCE, LTD	71.28
17026	HJ GLOVE OF AMERICA	120.16
17027	HQ98, LLC	380.00
17028	I.C.E. CONTRACTORS INC	27,890.00
17029	IIA LIFTING SERVICES, INC	3,769.06
17030	IMPERIAL BAG & PAPER	492.80
17031	INGRAM EQUIPMENT COMPANY	1,084.04
17032	RITTINER EQUIPMENT COMPANY, LLC	1,213.32
17033	K ROCK ENTERTAINMENT LLC	270.00
17034	KENNY PIPE & SUPPLY INC	5,670.96
17035	KENWORTH OF HUNTSVILLE, INC	251,000.00
17036	KENWORTH OF HUNTSVILLE INC	259.59
17037	KIRKHAM, CARLA	67.00
17038	KOORSEN FIRE & SECURITY INC	552.35
17039	LAMAR COMPANIES	1,102.00
17040	PRE-PAID LEGAL SERVICES, INC	152.60
17041	LIFEGUARD STORE INC THE	338.02
17042	LITTRELL LUMBER MILL INC	831.98
17043	MCPHERSON ALABAMA TAX EXEMPT	21,586.09
17044	MCPHERSON OIL CO INC	2,236.75
17045	MOBILE COMMUNICATIONS AMERICA, INC (MCA)	1,198.58
17046	MORGAN CO COMMISSION	500.00
17047	MOTOROLA SOLUTIONS INC	675.00
17048	MUTUAL OF OMAHA	8,958.67

CHECK NUMBER	VENDOR NAME	CHECK AMOUNT
17049	NAFECO INC	12,633.83
17050	NALER, KEVIN	259.00
17051	NAVEX GLOBAL INC	10,506.36
17052	O'REILLY AUTOMOTIVE INC	260.82
17053	OFFICE DEPOT	82.90
17054	PROVIDENCE CABINETRY & DESIGN, LLC	4,000.00
17055	PUGH WRIGHT MCANALLY INC	75,000.00
17056	ROBERTS GROUP INC	18.75
17057	SEDGWICK CLAIMS MANAGEMENT SERVICES INC	1,155.85
17058	MPE SERVICES LLC	355.00
17059	SOUTHLAND INTL TRUCKS INC	209.00
17060	SPECTRUM	960.85
17061	SPUR EMPLOYMENT, INC	23,443.31
17062	STANDARD INSURANCE COMPANY	3,673.86
17063	STAPLES ADVANTAGE INC	1,719.99
17064	ANC GREEN SOLUTIONS LLC	350.00
17065	TEAMDYNAMIX SOLUTIONS LLC	7,956.75
17066	THE GLASS GUY LLC	547.51
17067	THOMAS, W.H. OIL CO INC	726.27
17068	TRI CITY AUTO PARTS LLC-CARQUEST	219.09
17069	TRIDENT SECURITY SOLUTIONS LLC	20,708.70
17070	TYLER TECHNOLOGIES	1,280.00
17071	VAUGHAN GAS	909.50
17072	VC3, INC	7,597.00
17073	VERIZON COMMUNICATIONS, INC	4,105.69
17074	VERTIV CORPORATION	3,545.00
17075	VISUAL EDGE INC.	181.21
17076	VOLKERT, INC.	2,576.50
17077	VULCAN INC (SIGNS/ALUMINUM)	1,360.85
17078	WASTE AWAY DUMPSTER SERVICE, LLC	460.00
17079	WHITFIELD, LATOYA	920.00
17080	WILKS TRUCK/HWY 20	706.59
17081	WILLIAMS, KEITH	1,200.00
17082	A-Z OFFICE RESOURCE, INC.	311.38
17083	AGILITY RECOVERY SOLUTIONS INC.	616.91
17084	AIRGAS USA, LLC	308.65
17085	UNIVERSAL PROTECTION SERVICE	3,720.96
17086	AMAZON CAPITAL SERVICES, INC.	1,182.21
17087	AMERICAN FABRICATORS INC	3,800.00
17088	ATHENS UTILITIES	988.78
17089	CAROLINA SOFTWARE INC	1,150.00
17090	CDW GOVERNMENT INC	40,116.00
17091	PATHFINDER SOFTWARE LLC	99.00
17092	DRAKE, BILLY JOE	550.00
17093	COOK MUSEUM OF NATURAL SCIENCE	4,591.92

CHECK NUMBER	VENDOR NAME	CHECK AMOUNT
17094	COWIN EQUIPMENT CO INC	3,180.31
17095	CRAIG, STACIE M.	331.38
17096	DARRELL W WATES, CPA, PC	8,500.00
17097	DECATUR PUBLIC LIBRARY	41,425.00
17098	DECATUR UTILITIES	23,575.51
17099	DECATUR/MORGAN CO CVB	99,711.20
17100	EAGLE CONSULTING LLC	1,715.00
17101	FITE BUILDING CO INC	20,833.00
17102	FMLASOURCE, INC	2,396.85
17103	FOUR SEASONS CLEANERS INC	1,751.50
17104	GALLS, LLC	459.90
17105	GARNER, THOMAS	1,300.00
17106	GLOBAL FIRE SPRINKLERS	500.00
17107	GREEN RESEARCH AND TECHNOLOGY LLC	6,840.00
17108	HENSON, CHRISTOPHER	627.02
17109	IMPERIAL BAG & PAPER	678.30
17110	NOWLIN, H M	250.00
17111	INVESTMENTS GROUPS INC	2,405.00
17112	J & M CYLINDER GASES INC	185.69
17113	JOHNSON, MICHAEL	960.00
17114	JONES, GRANT	238.00
17115	KENWORTH OF HUNTSVILLE INC	586.30
17116	LIGHTWIRE SOLUTIONS, LLC	6,435.00
17117	LOPEZ, WENDY JARMAN	1,500.00
17118	MCPHERSON ALABAMA TAX EXEMPT	12,197.96
17119	MCPHERSON OIL CO INC	12,063.93
17120	MOBILE COMMUNICATIONS AMERICA, INC (MCA)	667.00
17121	MORGAN CO EMCD (911)	39,790.63
17122	MORGAN CO GENERAL FUND	100,000.00
17123	MORGAN CO RECYCLING FUND	15,561.48
17124	NAFECO INC	455.20
17125	NALER, KEVIN	259.00
17126	NEOGOV	23,332.00
17127	NETHERTON AUTO PARTS, INC	3,210.08
17128	NEXTGEN SECURITY LLC	12,338.00
17129	ALABAMA DEPARTMENT OF CORRECTIONS	4,300.00
17130	NO AL CHEMICAL INC	393.50
17131	WEST, CRAIG RANDALL	635.00
17132	NOWLIN & ASSOCIATES	44,500.00
17133	O'REILLY AUTOMOTIVE INC	28.36
17134	OFFICE DEPOT	92.64
17135	OSBORN GRAVE SERVICES INC	4,050.00
17136	OTTO ENVIRONMENTAL SYSTEMS NA	20,823.67
17137	PEPSI COLA DECATUR, LLC	297.57
17138	POSTELL ENTERPRISES INC	1,006.00

CHECK NUMBER	VENDOR NAME	CHECK AMOUNT
17139	POWELL, WILLIAM R	140.00
17140	PREPARIS INC	985.44
17141	PTL ENTERPRISES	355.92
17142	PUGH WRIGHT MCANALLY INC	26,560.72
17143	QUICKSCORES LLC	196.00
17144	ROBERTS GROUP INC	317.21
17145	SANSOM EQUIPMENT CO INC	1,160.92
17146	SEDGWICK CLAIMS MANAGEMENT SERVICES INC	297.40
17147	SHERWIN-WILLIAMS	106.62
17148	SHRED-IT USA INC	117.80
17149	SKYWORKS LLC	2,478.00
17150	SOUTHERN PRINTING COMPANY INC	412.00
17151	SPUR EMPLOYMENT, INC	47,340.24
17152	STAPLES ADVANTAGE INC	455.97
17153	ANC GREEN SOLUTIONS LLC	20,879.00
17154	TEMPLE INC	381.00
17155	THE LIOCE GROUP INC	402.17
17156	THE TRADING POST WESTERN & OUTDOOR	2,403.90
17157	THE WAY COMMERCIAL CLEANING SERVICES LLC	1,100.00
17158	THRIVE OUTDOOR, INC	104,664.00
17159	TOTER,LLC	41,000.48
17160	TRI CITY AUTO PARTS LLC-CARQUEST	858.65
17161	TYLER TECHNOLOGIES	640.00
17162	DECATUR FIREFIGHTER ASSOCIATION	675.00
17163	UNITED HEALTHCARE INSURANCE CO	5,416.00
17164	UNIVERSAL ENVIRONMENTAL SERVICES, LLC	45.00
17165	US CONSTRUCTORS LLC	13,062.50
17166	VALLEY OVERHEAD DOOR INC	3,150.00
17167	VAUGHAN GAS	1,478.62
17168	VERIZON COMMUNICATIONS, INC	324.96
17169	VULCAN MATERIALS	8,265.60
17170	WARRIOR TRACTOR & EQUIPMENT INC	2,064.80
17171	WASTE AWAY DUMPSTER SERVICE, LLC	63.25
17172	TOMANDLILAENTRPRISES LLC	15.00
17173	WILKS TRUCK/HWY 20	4,590.59
17174	WOODRUFF, CATRINA	3,573.35
17175	WS ELECTRICAL & A/C INC	20,748.35
17176	XEROX BUSINESS SOLUTIONS SOUTHEAST LLC	7.25
17177	XEROX FINANCIAL SERVICES LLC	1,680.37
17178	AMAZON CAPITAL SERVICES, INC.	2,401.90
17179	ANDERSON, SCOTT***FINES***	8,548.00
17180	AQUA SERVICES INC	4,459.60
17181	AUTOZONE	1,008.63
17182	BAGBY ELEVATOR CO INC	1,960.73
17183	BODY SHOP, INC	11,515.74

CHECK NUMBER	VENDOR NAME	CHECK AMOUNT
17184	BRINDLEE MOUNTAIN FIRE APPARATUS, LLC	23,959.61
17185	CAROLINA SOFTWARE INC	1,150.00
17186	CARRIER CORPORATION	163,823.31
17187	CDW GOVERNMENT INC	1,252.80
17188	CITY MACHINE INC	193.74
17189	COOK'S PEST CONTROL INC. (MADISON)	649.80
17190	CORPORATE PAYMENT SYSTEMS	36,627.31
17191	COOPERATIVE PERSONNEL SERVICES	385.25
17192	CRAIG BATTERIES SALES INC	129.95
17193	DECATUR ELECTRONICS COMM., LLC	206.70
17194	DECATUR LOCKMASTER INC	8.75
17195	DECATUR MATTRESS LLC	319.00
17196	DECATUR UTILITIES	52,530.00
17197	DECATUR YOUTH SYMPHONY	80.00
17198	DEMEESTER, KYLE	74.00
17199	DIAMOND GOLF CARS, LLC	375.00
17200	DIXIE AUTO PARTS	504.00
17201	DOBBS & COMPANY ELECTRICAL CONTRACTORS INC	6,340.18
17202	EAGLE CONSULTING LLC	12,423.00
17203	ENERGY DEVELOPMENTS, INC.	52,156.15
17204	FASTENAL COMPANY	79.30
17205	FASTLAP, LLC	12,260.94
17206	FOUR SEASONS CLEANERS INC	22.00
17207	FRAMEWORKS ARCHTECTURE PC	193,471.44
17208	GENERAL REPAIR SERVICE INC	1,927.39
17209	LEAP SERVICE PARTNERS, LLC	1,939.48
17210	GOODWYN, MILLS & CAWOOD, LLC	123,053.50
17211	HERNANDEZ CONCRETE FINISHING INC	28,473.25
17212	HUMPHRIES FARM TURF INC	119.90
17213	IMPERIAL BAG & PAPER	399.00
17214	INGRAM EQUIPMENT COMPANY	1,054.52
17215	IVEY, WINSTON	748.00
17216	J & M CYLINDER GASES INC	225.60
17217	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	1,257.41
17218	KENWORTH OF HUNTSVILLE INC	2,180.75
17219	KINGS III OF AMERICA LLC	69.25
17220	KOORSEN FIRE & SECURITY INC	474.95
17221	LEHR MIDDLEBROOKS VREELAND & THOMPSON PC	2,000.00
17222	LIMESTONE COUNTY DISTRICT ATTORNEY'S OFFICE	5.50
17223	MCCOMM GROUP, INC.	1,656.25
17224	MIDWEST PUBLIC SAFETY LLC	68,020.00
17225	MORGAN CO RECYCLING FUND	12,608.19
17226	NAFECO INC	17,678.04
17227	NETHERTON AUTO PARTS, INC	891.23
17228	ALABAMA DEPARTMENT OF CORRECTIONS	6,595.00

CHECK NUMBER	VENDOR NAME	CHECK AMOUNT
17229	NO AL CHEMICAL INC	186.50
17230	NU IMAGE ENGRAVING & AWARD INC	234.00
17231	OFFICE DEPOT	391.66
17232	MORGAN, THOMAS D	440.00
17233	PANTER, CAROLYN STRONG	84.00
17234	PARKER TECHNOLOGY, LLC	404.92
17235	PATTERSON VETERINARY SUPPLY	1,248.50
17236	PEPSI COLA DECATUR, LLC	255.78
17237	PEREZ, ANNA	7.71
17238	POWER DMS INC	6,000.88
17239	REGALO INC.	720.35
17240	RILEY BRIDGE CO INC	98,800.00
17241	KEMP, CHRISTOPHER MICHAEL	1,000.00
17242	ROBERTS GROUP INC	9.75
17243	ROBERTS, DONNA J	120.00
17244	RUSSELL WELDING CO INC	6,575.00
17245	SAFETY-KLEEN CORP	360.33
17246	SAFETYCULTURE PTY LTD	19,884.00
17247	SHERWIN-WILLIAMS	558.30
17248	CASSIDY, MICHAEL	684.60
17249	SPRAGGINS, DIAMONES	31.62
17250	SPUR EMPLOYMENT, INC	47,262.89
17251	TATE SERVICES INC	1,100.00
17252	THE GLASS GUY LLC	385.60
17253	THE LIOCE GROUP INC	104.66
17254	THE WAY COMMERCIAL CLEANING SERVICES LLC	21,596.00
17255	THRIVE OUTDOOR, INC	16,343.00
17256	HALL, TIMOTHY	640.00
17257	US CONSTRUCTORS LLC	12,355.00
17258	VALVOLINE, INC	110.46
17259	VAUGHAN GAS	792.31
17260	VERIZON COMMUNICATIONS, INC	4,851.66
17261	VULCAN MATERIALS	6,051.28
17262	WASTE AWAY DUMPSTER SERVICE, LLC	3,365.98
17263	WILKS TRUCK/HWY 20	2,585.26
17264	WILLIAMS SCOTTSMAN, INC	405.80
17265	WILLIAMSON & ASSOCIATES, INC	9,600.00
17266	XEROX FINANCIAL SERVICES LLC	1,240.89
17267	A-Z OFFICE RESOURCE, INC.	91.89
17268	AMAZON CAPITAL SERVICES, INC.	31.58
17269	AUTO-CHLOR SERVICES, LLC	179.95
17270	AUTOZONE	264.99
17271	BROOKS LOCK & KEY INC	210.00
17272	DECATUR CITY SCHOOLS	3,638,254.94
17273	IMPERIAL BAG & PAPER	310.05

CHECK NUMBER	VENDOR NAME	CHECK AMOUNT
17274	INTERIOR DESIGN SOURCE, LLC	12,000.00
17275	KENWORTH OF HUNTSVILLE INC	624.92
17276	LYNN, MICHAEL T	148.00
17277	LAMAR COMPANIES	1,102.00
17278	MCBRIDE RICHARDSON, PC	15,000.00
17279	MUTUAL OF OMAHA	20,384.39
17280	STANDARD INSURANCE COMPANY	2,874.07
17281	A & S METALS INC.	1,500.00
17282	AGILITY RECOVERY SOLUTIONS INC.	616.91
17283	AL FIRE COLLEGE	1,061.15
17284	AMAZON CAPITAL SERVICES, INC.	2,646.89
17285	BELCHER, NICOLE A.	70.84
17286	BODY SHOP, INC	3,869.09
17287	BOWLING, TAB	172.70
17288	BRINDLEE MOUNTAIN FIRE APPARATUS, LLC	25,031.92
17289	CARRIER CORPORATION	2,397.23
17290	CITY MACHINE INC	143.36
17291	COMI, RICHARD A	475.00
17292	COOK'S PEST CONTROL INC. (MADISON)	513.00
17293	CRAIG, STACIE M.	331.38
17294	DECATUR ELECTRONICS COMM., LLC	3,757.33
17295	DECATUR PRINTING SOLUTIONS LLC	1,396.00
17296	DISH	103.56
17297	DIXIE DIAMOND SPORTS INC	205.00
17298	EAGLE CONSULTING LLC	850.00
17299	EASY PICKER GOLF PRODUCTS INC	396.20
17300	FASTLAP, LLC	4,366.80
17301	FBI-LEEDA INC	795.00
17302	FLEETPRIDE INC	344.97
17303	GALLS, LLC	747.91
17304	GB, INC	8,000.00
17305	GLOBAL FIRE SPRINKLERS	300.00
17306	GULF STATES DISTRIBUTORS INC	1,196.00
17307	N HARRIS COMPUTER CORPORATION	57,573.76
17308	HD SUPPLY FACILITIES MAINTENANCE, LTD	475.15
17309	ID WORKPLACE LLC	327.95
17310	IMPERIAL BAG & PAPER	1,338.17
17311	JOHNSON, MICHAEL	920.00
17312	KENNY PIPE & SUPPLY INC	1,325.40
17313	WILLIAMS MANUFACTURING, INC	25,459.08
17314	LORD AECK SARGENT PLANNING & DESIGN, INC	28,182.56
17315	MASHBURN OUTDOOR, LLC	900.00
17316	MCPHERSON ALABAMA TAX EXEMPT	34,045.97
17317	MCPHERSON OIL CO INC	15,784.95
17318	MORGAN CO COMMISSION	270.00

CHECK NUMBER	VENDOR NAME	CHECK AMOUNT
17319	MSCO MARTIN SUPPLY	100.00
17320	MYSTIC CHEMICAL PRODUCTS CO	95.00
17321	NETHERTON AUTO PARTS, INC	209.06
17322	ALABAMA DEPARTMENT OF CORRECTIONS	2,200.00
17323	WEST, CRAIG RANDALL	110.00
17324	OFFICE DEPOT	18.79
17325	OMI, INC	20,744.00
17326	PERRY COMPANY INC	46,165.08
17327	POWELL, WILLIAM R	140.00
17328	RED SAGE COMMUNICATIONS, INC	900.00
17329	ROBERTS GROUP INC	565.49
17330	ROGERS GROUP, INC	88.92
17331	SAFETY-KLEEN CORP	164.79
17332	SATTERFIELDS AUTO TECH	394.36
17333	SESAC INC	1,982.00
17334	SIMPLIVERIFIED, LLC	167.85
17335	SPECTRUM	17,511.37
17336	SPIRIT COACH	1,800.00
17337	SPUR EMPLOYMENT, INC	27,223.26
17338	STATE SYSTEMS INC	660.00
17339	SUNBELT FIRE	187.00
17340	TATE SERVICES INC	390.00
17341	TEMPLE INC	7,785.00
17342	THE LIOCE GROUP INC	131.74
17343	THOMAS, W.H. OIL CO INC	9,752.06
17344	THOMPSON TRACTOR CO INC	22,756.16
17345	TRACTOR & EQUIPMENT CO INC	44.16
17346	TTL, INC	4,353.75
17347	TURFGRASS OF TENNESSEE LLC	4,770.00
17348	TYLER TECHNOLOGIES	1,280.00
17349	UNITI FIBER HOLDINGS LLC	727.44
17350	US FOODSERVICE INC	8,448.51
17351	VERIZON COMMUNICATIONS, INC	10,813.18
17352	VISUAL EDGE INC.	39.93
17353	VOLKERT, INC.	14,915.00
17354	VULCAN MATERIALS	1,445.10
17355	WARRIOR TRACTOR & EQUIPMENT INC	680.20
17356	WASTE AWAY DUMPSTER SERVICE, LLC	3,365.98
17357	TOMANDLILAENTRPRISES LLC	1,187.50
17358	WILKS TRUCK/HWY 20	34.21
17359	XENOLYTIC DATA SOLUTIONS, LLC	224.00
17360	ZOLL MEDICAL CORPORATION	1,695.56
17361	A-Z OFFICE RESOURCE, INC.	93.48
17362	ACE INTERDICTION TACTICS LLC	249.00
17363	ADVANCE STORES COMPANY, INC	939.04

CHECK NUMBER	VENDOR NAME	CHECK AMOUNT
17364	ADVANCED ASPHALT PRODUCTS, LLC	3,210.00
17365	ALVAREZ-CALDERON, HEDILBERTO	200.00
17366	AMAZON CAPITAL SERVICES, INC.	22,315.98
17367	ANDERS, JONATHAN	11.79
17368	ATTENTUS MOULTON LLC	55.00
17369	BEARD EQUIPMENT COMPANY INC	1,567.95
17370	BRANUM'S INC	65.00
17371	BRINDLEE MOUNTAIN FIRE APPARATUS, LLC	4,466.16
17372	BROOKS LOCK & KEY INC	55.00
17373	SIMPLIFY COMPLIANCE LLC	659.00
17374	CARRIER CORPORATION	51,365.76
17375	CAVER, PATRICK	3,087.00
17376	CDW GOVERNMENT INC	14,238.00
17377	DRAKE, BILLY JOE	550.00
17378	CITY MACHINE INC	131.74
17379	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	150.00
17380	COWIN EQUIPMENT CO INC	1,404.38
17381	COOPERATIVE PERSONNEL SERVICES	1,029.25
17382	CRAIG BATTERIES SALES INC	259.90
17383	CRANWORKS, INC	2,397.60
17384	DARRELL W WATES, CPA, PC	7,000.00
17385	DECATUR PLUMBING SUPPLY INC	19.79
17386	DELL MARKETING	14,937.80
17387	DOBBS EQUIPMENT CO INC	202.20
17388	EDWARDS, BINGHAM D.	7,000.00
17389	FAMILY PET HEALTH CARE	1,440.30
17390	FASTLAP, LLC	4,797.66
17391	FBINAA AL CHAPTER	115.00
17392	FIELDTURF USA INC	398,109.05
17393	FLEETPRIDE INC	607.05
17394	GALLS, LLC	33.95
17395	LEAP SERVICE PARTNERS, LLC	1,954.00
17396	HENRY SCHEIN INC.	371.85
17397	HILL, DENISE MATTHESS	2,331.00
17398	HOGAN'S MECHANICAL SERVICES LLC	76,300.00
17399	HOLSTON GASES INC	326.58
17400	HOWARD INDUSTRIES, INC	344.00
17401	HUMPHRIES FARM TURF INC	46.95
17402	IMPERIAL BAG & PAPER	2,762.78
17403	INGRAM EQUIPMENT COMPANY	81.74
17404	INLINE ELECTRIC SUPPLY CO., INC	83.29
17405	J & M CYLINDER GASES INC	82.77
17406	JOHNSON, MICHAEL	960.00
17407	JULIA'S POOLS INC	650.00
17408	KENWORTH OF HUNTSVILLE INC	5,459.79

CHECK NUMBER	VENDOR NAME	CHECK AMOUNT
17409	KINGS III OF AMERICA LLC	69.25
17410	KOORSEN FIRE & SECURITY INC	5,288.75
17411	PRE-PAID LEGAL SERVICES, INC	80.80
17412	LIFEGUARD STORE INC THE	406.00
17413	LIFELINE TRAINING	837.00
17414	LONE WOLF TRAILER CO INC	9,700.00
17415	LOPEZ, WENDY JARMAN	1,500.00
17416	MARX OPTICAL INC	489.00
17417	MCPHERSON ALABAMA TAX EXEMPT	14,787.66
17418	MCPHERSON OIL CO INC	5,147.36
17419	MORELL ENGINEERING, INC	6,700.00
17420	NAFECO INC	360.61
17421	NETHERTON AUTO PARTS, INC	3,528.15
17422	NO AL CHEMICAL INC	1,048.40
17423	NU IMAGE ENGRAVING & AWARD INC	18.00
17424	O'REILLY AUTOMOTIVE INC	216.91
17425	OFFICE DEPOT	201.44
17426	MORGAN, THOMAS D	185.00
17427	PEPSI COLA DECATUR, LLC	199.12
17428	PERRY COMPANY INC	206.00
17429	PINTO, ESTHER	75.00
17430	PIONEER MFG CO	429.60
17431	POLICE AND SHERIFFS PRESS INC.	32.60
17432	POWELL, WILLIAM R	140.00
17433	POWERS, BLAKE	79.37
17434	PRYOR, JONATHAN MAURICE	448.00
17435	PUGH WRIGHT MCANALLY INC	2,581.63
17436	RED SAGE COMMUNICATIONS, INC	695.00
17437	RED SAGE COMMUNICATIONS, INC	15,749.33
17438	ROGERS GROUP, INC	118.56
17439	SANSOM EQUIPMENT CO INC	688,767.84
17440	SHELTON SIGN COMPANY INC	150.00
17441	SHELTON, JEFF	150.00
17442	SIMPLOT AB RETAIL INC	40,569.09
17443	SKYWORKS LLC	14,407.59
17444	SOUTHERN PRINTING COMPANY INC	295.00
17445	SPUR EMPLOYMENT, INC	31,053.78
17446	STAPLES ADVANTAGE INC	872.79
17447	STATE INDUSTRIAL PRODUCTS	732.60
17448	TASER INTERNATIONAL, INC	12,990.00
17449	TELEFLEX LLC	2,400.00
17450	THE GLASS GUY LLC	70.00
17451	THE LIOCE GROUP INC	1,180.85
17452	THE TRADING POST WESTERN & OUTDOOR	503.97
17453	THOMPSON TRACTOR CO INC	2,858.22

CHECK NUMBER	VENDOR NAME	CHECK AMOUNT
17454	THREE SISTERS BAIL BONDING CO	70.00
17455	HALL, TIMOTHY	480.00
17456	TRI-STATE ABATEMENT INC	1,500.00
17457	TRIDENT SECURITY SOLUTIONS LLC	11,449.31
17458	VC3, INC	7,597.00
17459	VERIZON COMMUNICATIONS, INC	4,020.88
17460	VISUAL EDGE INC.	48.22
17461	VULCAN MATERIALS	42,195.36
17462	WARRIOR TRACTOR & EQUIPMENT INC	4,448.08
17463	WILKS TRUCK/HWY 20	2,889.61
17464	WILLIAMS FIRE APPARATUS, INC.	1,736.70
17465	WILLIAMS SCOTTSMAN, INC	225.96
17466	WILLIAMS, KEITH	1,200.00
17467	WISENER, LLC	7,550.00
17468	WS ELECTRICAL & A/C INC	1,277.22
249543	AAA APPLIANCE, INC	132.02
249544	ADMIT ONE PRODUCTS INC	654.00
249545	AL MUNICIPAL JUDGES ASSOC	75.00
249546	ALERT 360 OPCO INC	114.03
249547	ARPA (ASSOCIATION)	400.00
249548	AT&T/MONTHLY PHONE SERVICE	1,684.37
249549	CINTAS CORPORATION	1,620.82
249550	GARNETT'S LAWN EQUIPMENT	562.62
249551	GCSAA	465.00
249552	JOE WHEELER EMC	7,525.96
249553	LAW ENFORCEMENT RISK MGMT INC	350.00
249554	LIBERTY NATIONAL LIFE INS	277.77
249555	LOWE'S COMPANIES	1,443.82
249556	MATTHEW BENDER & CO INC	59.44
249557	MUNICIPAL WORKERS' COMP FUND	315,529.00
249558	PETSMART	69.99
249559	VETERINARY MANAGEMENT SOL, LLC	750.00
249560	AAMA	300.00
249561	ABORN, KASSANDRA	406.00
249562	ADT SECURITY SERVICES INC	123.84
249563	AL CHILD SUPPORT PAYMENT	4,927.82
249564	AL DEPT OF REVENUE/COLLECTION	2,400.12
249565	ALACOURT.COM INC	321.00
249566	AT&T LONG DISTANCE SERVICE	2,918.30
249567	AT&T MOBILITY/CELL PHONES	1,786.15
249568	AUTOZONE	224.98
249569	BADGEPASS, INC	735.00
249570	BARKLEY, KENNI	569.30
249571	BEARING & DRIVE SUPPLY	83.68
249572	CALLAWAY GOLF COMPANY	1,288.44

CHECK NUMBER	VENDOR NAME	CHECK AMOUNT
249573	CINTAS CORPORATION	991.05
249574	COMMUNITY ACTION PARTNERSHIP	60,557.00
249575	JACKSON, GREGORY	200.00
249576	JOE WHEELER EMC	50.85
249577	LOWE'S COMPANIES	43.56
249578	MATTHEW BENDER & CO INC	820.00
249579	MEAGAN YARBROUGH, LLC ATTORNEY AT LAW	15,000.00
249580	MYRON CORP	163.90
249581	ALABAMA POLICE OFFICERS ANNUITY & BENEFIT FUND	210.00
249582	PRESIDIO NETWORKED SOLUTIONS LLC	1,074.24
249583	RELX INC.	828.00
249584	SENPROCO, INC	50.00
249585	UNION COUNTY CIRCUIT CLERK	36.00
249586	ADT SECURITY SERVICES INC	158.64
249587	AL CRIME VICTIMS	1,094.50
249588	AL INTERLOCK INDIGENT FUND	102.00
249589	AL PEACE OFFICERS'	1,631.50
249590	ALACOURT.COM INC	220.61
249591	ALABAMA IMPAIRED DRIVING PREVENTION & ENFORCEMENT	384.65
249592	AMERICAN VILLAGE CITIZENSHIP	371.50
249593	ARRINGTON, KIRK	20.00
249594	ASCAP	890.96
249595	AT&T LONG DISTANCE SERVICE	470.86
249596	BADGEPASS, INC	317.79
249597	BROOKS LOCK & KEY INC	100.00
249598	CINTAS CORPORATION	2,686.41
249599	FINANCE DEPARTMENT-COMPTROLLER'S OFFICE	23,292.06
249600	CRAFT TRAINING FUND	2,563.00
249601	DECATUR MORGAN OCCUPATIONAL MEDICINE	400.00
249602	DOWN THE LINE, INC.	1,990.00
249603	FUQUA, KADARIUS DESHAWN	3,616.40
249604	HIGHWAY TRAFFIC SAFETY FUND	100.00
249605	JOE WHEELER EMC	2,894.66
249606	JUD ADMIN/CT JUDGE	913.68
249607	LAW ENFORCEMENT RISK MGMT INC	150.00
249608	LOWE'S COMPANIES	3,169.60
249609	CIRCUIT CLERKS' JUDICIAL ADMIN FUND	902.41
249610	MUNICIPAL WORKERS' COMP FUND	14,983.03
249611	STATE JUDICIAL ADMIN FUND	3,712.54
249612	T-MOBILE	788.00
249613	ADT SECURITY SERVICES INC	300.26
249614	AUTOZONE	74.12
249615	BEARING & DRIVE SUPPLY	122.04
249616	CINTAS CORPORATION	382.05
249617	CMC NEPTUNE	3,240.00

CHECK NUMBER	VENDOR NAME	CHECK AMOUNT
249618	LIBERTY NATIONAL LIFE INS	833.13
249619	LOWE'S COMPANIES	114.29
249620	STEELE, NORMAN	117.00
249621	TRAVELERS	6,863.34
249622	ABORN, KASSANDRA	406.00
249623	ADEM	95.00
249624	AL ASSN OF FIRE CHIEFS	625.00
249625	AL CHILD SUPPORT PAYMENT	4,457.82
249626	AL DEPT OF REVENUE/COLLECTION	2,026.16
249627	AL LAW ENFORCEMENT AGENCY	7,515.00
249628	ALLEN, ERICA	200.00
249629	AT&T	171.20
249630	AT&T LONG DISTANCE SERVICE	572.40
249631	AT&T/MONTHLY PHONE SERVICE	1,685.44
249632	BANKS, KALISTER	200.00
249633	CENTRAL STATION, INC (450)	442.50
249634	CINTAS CORPORATION	1,983.19
249635	IHEART MEDIA INC	5,000.00
249636	INTERNATIONALCONFERENCE OF POLICE CHAPLAINS	150.00
249637	JOE WHEELER EMC	4,878.28
249638	LIBERTY NATIONAL LIFE INS	279.84
249639	LOWE'S COMPANIES	460.50
249640	PETSMART	71.99
249641	RODAN FIELDS BEAUTY LLC	334.00
249642	SOUTHERN MOVING SYSTEMS, INC	63.24
249643	T-MOBILE	249.44
249644	TRANSUNION RISK INC	251.20
249645	UNITED HEALTHCARE	1,591.26
249646	UNITED STATES POLICE CANINE ASSOCIATION	50.00
249647	WILLINGHAM, CARL	200.00
249648	ACUSHNET COMPANY (TITLEIST)	560.16
249649	ADEM	310.00
249650	ALEA	1,160.00
249651	ANACO	180.00
249652	ANTUNEZ, VERONICA BUSTOS	75.00
249653	AT&T	481.00
249654	BAILEY, JESSICA MICHELLE	673.23
249655	BARKLEY, KENNI	25.00
249656	BEARING & DRIVE SUPPLY	155.16
249657	BELL, CHRISTOPHER MICHAEL	175.00
249658	CATHCART SERVICES INC	1,646.20
249659	CAVANAUGH, LYLE T.	1,640.87
249660	CINTAS CORPORATION	3,054.05
249661	CJ'S BAIL BONDING CO	70.00
249662	CLARK, GLENDA SUE	150.00

CHECK NUMBER	VENDOR NAME	CHECK AMOUNT
249663	DEMONIA, PHILLIP JAMES	17.30
249664	FREDDY'S FROZEN CUSTARD	75.00
249665	GUTHRIE, BRAXTON	75.00
249666	HAND ARENDALL HARRISON SALE LLC	682.50
249667	HCS CULLMAN, LLC	469,523.80
249668	HERRERA, SARA	25.00
249669	HILL, DONITA	361.30
249670	HULLETT, TIFFANY NICHOLE	100.00
249671	JACKSON, CARRIE LANE	75.00
249672	JOE WHEELER EMC	5,117.18
249673	LASSITER, KIM	25.00
249674	LAW ENFORCEMENT RISK MGMT INC	5,850.00
249675	LOWE'S COMPANIES	2,264.46
249677	MITCHELL, CASSIDY LEANN	4.00
249678	MUNICIPAL WORKERS' COMP FUND	470.03
249679	NATIONAL ANIMAL CARE & CONTROL ASSOCIATION	50.00
249680	NELSON, CURTIS	75.00
249681	NICKSON, MELVIN	200.00
249682	NORTHEAST AL LAW ENFORCEMENT	16,000.00
249683	OLLIES LRP REP	75.00
249684	PARKER, COBE	100.00
249685	PETTUS, ALFONTE	50.00
249686	ROBERTSON, MIKAYLA	75.00
249687	SACKETT, SHEENA	100.00
249688	SAFECO INSURANCE	75.00
249689	SANCHIOUS, JOHN	200.00
249690	SECURITAS SECURITY SERVICES	37.50
249691	SHEFFIELD, MICHAEL	110.00
249692	SHERROD, VERONICA CORADETT	75.00
249693	SILER, CANDACE MEGAN	5.00
249694	SMITH, ANDRIUS DARNELL	100.00
249695	STATE FARMS CLAIMS	130.00
249696	STEWART, JENNIFER	75.00
249697	TAPIA, ANTONIO NAVA	155.00
249698	TAYLOR, MON DEE SHANELL	165.00
249699	VELOCITY TRUCK CENTERS	895.82
249700	WALMART	390.74
249701	WATKINS, LAURA	200.00
249702	WHISENANT, TIFFANY DAWN	75.00
TOTALS		<u><u>9,423,946.07</u></u>

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 17, 2025

SUBMITTED BY: Stephanie Simon, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: APPROVAL OF MINUTES:

SUBJECT: January 27, 2025 - 5:00 PM Council Work Session

FINANCIAL IMPACT: NA

SUGGESTED ACTION:

ATTACHMENTS:
[01 27 2025 WS.pdf](#)

CITY HALL, DECATUR, ALABAMA, JANUARY 27, 2025 – 5:00 PM WORK SESSION

The members of the City Council of the City of Decatur, Alabama met on Monday, January 27, 2025 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: Pike, Jackson and McMasters
Absent: Ladner and Pepper

Present at the work session were Mayor Bowling, City Attorney Herman Marks, Assistant City Attorney Ruth Priest, CFO Kyle Demeester, Landfill Director Wanda Tyler, Fire Chief Thornton, Purchasing Agent Jeremy Sherrill, Community Development Manager Allen Stover, Development Director Dane Shaw, and City Clerk Stephanie Simon

Agenda Related Public Comments:

Mike Faruqui asked if the Green report redactions and hearings for the report.

Kristi Love questioned the Green report and number of annual training hours for police.
Council Pro-Tem Pike stated if there is a hearing Council would have to call one.

Sharonda Acklin asked the worst part of third party report and that Chief Pinion saw the report before his press conference.

Mike Stovall asked Mayor his thoughts on the report.
Mayor Bowling stated he supports the work of Green Research.

Terrance Adkins asked about District 1 concerns of citizens.

Aneesah Lige suggested Chief Pinion not leave after employees leave.

Sarah French stated there are several officers that do not want to speak out due to retaliation.

Craig Johnson asked for conversation of 3rd party review be added to agenda.

Council reviewed the February 3, 2025 agenda.

Mayor left at 5:30pm.

Chief Pinion spoke on the Green Research report involving improvements and the Decatur has a good police department and officers.

Council Pro-Tem Pike spoke on the Green Research report, respect for the officers and is waiting on the implementation of changes.

Public Comments:

Kristi Love spoke on the Green Research in report.

Aneesah Lige spoke on negative comments of Chief Pinion after review of the Green Research report.

Sarah French spoke on PD protecting themselves and removal of Chief Pinion.

Terrance Adkins spoke on cultural findings in the Green Research report.

Alvin Moseley spoke on communication failures and an emotionally exhausted police department.

Mike Faruqui spoke on the Green Research report showing needed cultural changes requested a hearing on the report.

Sharonda Acklin asked Council their worst part of the review and questioned redactions.

Councilman McMasters stated IA reports.

Councilman Jackson stated seeing the videos.

Mr. Marks stated he worked with Green Research on the redactions.

Danny Saafiyah spoke on Chief Pinion's press conference, report redactions and lack of use of IA software.

Mr. Marks stated the only redactions were current or potential matters that should be handled in court or by Personnel Board.

Councilman McMasters spoke on stats being down compared to previous years.

Will Landers spoke on the Green Research of police misclassifying videos.

Lysa Bradley spoke on section 8.1 #2 of the Green Research report about seizing guns.

Alainah Dailey spoke on the Green Research report findings of body cameras, IAPro software and the Citizen Advisory Board.

Mike Stovall questioned aggressive policing.

Councilman McMasters spoke on crime rates, traffic issues and drug problems being down than prior years.

Councilman Pike spoke on doing both aggressive and community policing.

Councilman Jackson stated the police department can do both but community policing is not being implemented.

Justin Weil stated if elected Mayor he would bring vote to Council for removal of Chief

Pinion.

Craig Johnson spoke on last year's changes being disregarded and the biggest problem is no leadership.

Sarah Colletti spoke on the differences of the Green Research report versus what is being said.

Catrella Perkins spoke on Chief Pinion not being held accountable nor does he run the police department.

Tommy Cook questioned redactions in the Green Research Report.

Council President Ladner spoke on Council approving Green Research for the report.

Councilman McMasters spoke on executive session held on the report and redactions sent to Green.

Mr. Marks spoke on the redactions discussed with Green Research and Chief Pinion had no input on the redactions.

Billy Kennedy spoke on City Attorney Mr. Marks and Chief Pinion in connection with the Green Research report and questioned why officers were not reprimanded prior to Steve Perkins death.

Councilman Jackson stated Chief Pinion should have been held accountable and spoke on the Green Research report. Councilman Jackson spoke on issues that involved the videos and incidents that were removed in addition of differences in reporting. He also spoke on retaliation against those that filed a complaint. Councilman Jackson spoke on the lack of trust in Chief Pinion and the department after hearing his press conference.

There being no further business, the meeting adjourned at 7:08pm.

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 17, 2025

SUBMITTED BY: Stephanie Simon, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: APPROVAL OF MINUTES:

SUBJECT: February 3, 2025 - 5:30 PM Council Work Session

FINANCIAL IMPACT: NA

SUGGESTED ACTION:

ATTACHMENTS:
[02 03 25 WS.pdf](#)

CITY HALL, DECATUR, ALABAMA, FEBRUARY 3, 2025 – 5:30 PM WORK SESSION

The members of the City Council of the City of Decatur, Alabama met on Monday, February 3, 2025 at 5:30 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, Pike, Jackson and McMasters
Absent: Pepper

Present at the work session were Mayor Bowling, City Attorney Herman Marks, Assistant City Attorney Ruth Priest, CFO Kyle Demeester, Landfill Director Wanda Tyler, Fire Chief Thornton, IS Director Brad Phillips, Development Director Dane Shaw, Community Development Manager Allen Stover, DYS Programs Coordinator Shannon Shackleford, Parks & Recreation Director Jason Lake, Purchasing Agent Jeremy Sherrill, David Andrews with CMS and City Clerk Stephanie Simon

Council reviewed the February 3, 2025 agenda.

Resolution No. 25-018: Award Bid to Pickett Industries for Landfill cell closures
Purchasing Agent Jeremy Sherrill stated funding would be from the 3M settlement.

There being no further business the meeting adjourned at 5:34 p.m.

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 17, 2025

SUBMITTED BY: Stephanie Simon, City Clerk

ITEM TYPE: Minutes

AGENDA SECTION: APPROVAL OF MINUTES:

SUBJECT: February 3, 2025 - 6:00 PM Council Meeting

FINANCIAL IMPACT: NA

SUGGESTED ACTION:

ATTACHMENTS:
[02 03 25 CM.pdf](#)



MINUTES
REGULAR CITY COUNCIL MEETING
FEBRUARY 3, 2025 – 6:00 PM

I. CALL MEETING TO ORDER:

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

II. INVOCATION:

Community Development Manager Allen Stover provided the invocation.

III. PLEDGE OF ALLEGIANCE:

Community Development Manager Allen Stover led the Pledge of Allegiance.

IV. ROLL CALL OF ELECTED OFFICIALS:

Present - Council President Jacob Ladner, District 5

Present - Council Pro-Tempore Kyle Pike, District 2

Present - Council Member Billy Jackson, District 1

Present - Council Member Carlton McMasters, District 3

Absent - Council Member Hunter Pepper, District 4

V. AGENDA RELATED PUBLIC COMMENTS:

Mike Faruqui questioned the minutes related to the Green Research Report.

Councilman McMasters stated the IA process has been changed, communication position added and possibly the Citizen Advisory members being appointed by Council.

VI. APPROVAL OF MINUTES:

A. January 9, 2025 - 2:00 PM Special Called Council Meeting

[01 09 2025 SCCM.pdf](#)

Moved by Carlton McMasters; seconded by Kyle Pike to Approve .
Motion Passed: 4- 0
Voting For: Jacob Ladner, Carlton McMasters, Billy Jackson, Kyle Pike
Voting Against: None

B. January 13, 2025 - 5:00 PM Council Work Session

[01 13 25 WS.pdf](#)

Moved by Carlton McMasters; seconded by Kyle Pike to Approve .
Motion Passed: 4- 0
Voting For: Jacob Ladner, Carlton McMasters, Billy Jackson, Kyle Pike
Voting Against: None

C. January 21, 2025 - 9:30 AM Council Work Session

[01 21 2025 WS.pdf](#)

Moved by Carlton McMasters; seconded by Kyle Pike to Approve .
Motion Passed: 3- 0
Voting For: Jacob Ladner, Carlton McMasters, Kyle Pike
Voting Against: None Abstain: Billy Jackson

D. January 21, 2025 - 10:00AM Council Meeting

[01 21 2025 CM.pdf](#)

Moved by Carlton McMasters; seconded by Kyle Pike to Approve .
Motion Passed: 4- 0
Voting For: Jacob Ladner, Carlton McMasters, Billy Jackson, Kyle Pike
Voting Against: None

VII. PUBLIC HEARINGS:

A. Resolution No. 25-010: Approve CCI Development Agreement and Investment
Lee Birchall with Bradley Arant Boult Cummins LLP spoke on the \$54 million CCI
development investment with CCI.

Dr. Marshall Schreeder spoke on the investment and need of expansion to meet
demands due to population growth, increase in staff and areas with education and
support for those dealing with cancer diagnosis.

Councilman Pike and Mayor Bowling thanked those involved.

[Res_No_25-010_CCI_Development.pdf](#)

[Development Agreement CCI Decatur 2025 FINAL, 4909-2751-6178, 2.docx](#)

[Decatur CCI 2025 - Affidavit of Publication from The Decatur Daily re 772 Notice 2-](#)

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

Motion Passed: 4- 0

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

Voting Against: None

VIII. RESOLUTIONS:

- A. Resolution No. 25-011: Approve extension of a Special Use Permit for Tillman Infrastructure to construct a wireless telecommunications facility at Runnymead Avenue SW

[Res_No_25-011_ATT Runnymead SW Avenue SUP Extension.pdf](#)

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

Motion Passed: 4- 0

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

Voting Against: None

- B. Resolution No. 25-012: Approve the Proposal with Pugh Wright McAnally, Inc. for Professional Services for Project Management and Civil Engineering Design for Cell 17 Development

[Res_No_25-012_CELL17_ENGPWM.pdf](#)

[PWM_Cell 17 Design Proposal.pdf](#)

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

Motion Passed: 4- 0

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

Voting Against: None

- C. Resolution No. 25-013: Approve Lease Agreement for DYS Facilities and Boxing Arena

[Res_No_25-013_DYS_Boxing_Facility_Lease.pdf](#)

[DYS-Boxing_Facility_Lease__2025.pdf](#)

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

Motion Passed: 4- 0

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

Voting Against: None

- D. Resolution No. 25-014: Approve Athletic Complex Parking Lot Construction Lowest

Bid

Councilman Jackson stated he could not support this item because he hasn't supported the project from the beginning.

[Res_No_25-014_Bid_25-008_NW_Parking_Lot_of_Athletic_Complex.pdf](#)

[Certified Bid Tab for Bid No. 25-008 JASC - Northwest Parking Lot Construction.pdf](#)

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

- E. Resolution No. 25-015: Accept National Parks Services Grant for Additional Funding for Carnegie Library Historical Structures Report

[Res_No_25-015_CLG_Carnegie_Historic_Sturctures.pdf](#)

[23-10027_City of Decatur_Grant Agreement_Carnegie.pdf](#)

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

Motion Passed: 4- 0

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

Voting Against: None

- F. Resolution No. 25-016: Declare Equipment No Longer Needed by Various Departments Surplus and Authorize Disposal

[Res_No_25-016_Surplus_Items.pdf](#)

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

Motion Passed: 4- 0

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

Voting Against: None

- G. Resolution No. 25-017: Approve bond release and refund to Decatur Urban Ventures, LLC for completion of public improvements at McGhee Square Townhomes

[Res_No_25-017_Decatur Urban Ventures_Bond_Refund.pdf](#)

[Staff Report.pdf](#)

[Plat.pdf](#)

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

Motion Passed: 4- 0

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

Voting Against: None

- H. Resolution No. 25-018: Award Bid Number 24-040 to Pickett Industries for Closure of Landfill Cells 2-11 being the lowest responsible bidder

[Res_No_25-018_Bid_24-040_Landfill_Cell_Closure.pdf](#)

[24-040 Bid Tab.pdf](#)

[24-040 Recommendation to Award.pdf](#)

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

Motion Passed: 4- 0

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

Voting Against: None

IX. PUBLIC COMMENT:

Parks and Recreation Director Jason Lake spoke on the following topics:

1. There will be two community meetings on Flint Park and they will be held February 11 & 13 at the Fire Training Center.
2. Those that would like their bricks from Adventure Park can contact Parks & Recreation Maintenance at 256-341-4760.
3. Rates for tennis, pickleball, golf and cemetery will be on the next agenda.

Mayor Bowling left at 6:24pm.

Councilman Jackson stepped away 6:24pm - 6:26pm

Byron Echols questioned Green Research report and staffing levels for Police Department.

Councilmen McMasters stated Police is budgeted for 140 but current count is 110.

Kristi Love spoke on Green Research report showing changes are needed now and Chief Pinion needs to be removed.

Sharonda Acklin spoke on Mr. Marks showing Chief Pinion the report early and use of IAPro.

Sarah French stated changes need to be made in the Police Department to make the city a safe place to live.

Michelle McCrary questioned Mayor Bowling's social media post that things need to settle down.

Tommy Cook questioned the Green Research report redactions and asked for the report to be unredacted and oversight of Chief Pinion for transparency.

Maggie Porter questioned Council on their concerns of the Green Research report, needed changes and complaint steps.

Council stated they were concerned with the report.

Councilman McMasters stated some changes have been implemented.

Council President Ladner stated complaint reports are now to be responded to in 30 - 60 days. He also stated he would inquire about reports filed in the last year.

Alainah Dailey questioned moving forward after Green Research report and where her complaint was at with Renshaw even though he retired.

Council President Ladner stated he would follow up on her complaint.

Councilmen Pike and McMasters spoke on implementing changes and increase communication.

Lysa Byrd spoke on the need for de-escalation training, transparency and change.

DeShun Hines asked about reimbursement due to false arrest and having mugshot removed from the internet.

Mr. Marks asked the he file his request with Legal.

Sheree Head questioned the decrease in training for police and deletion of videos.

Council President Ladner stated the videos were not intentionally deleted but miscategorized and GRT agreed. Also GRT agreed with and did the report redactions. Mr. Ladner stated he asked GRT about systemic racism and they said it wasn't shown in what they reviewed.

Mike Stovall questioned Council about a current video of police entering a home and need to remove Chief Pinion.

Council agreed the video they saw was inappropriate.

Councilmen Jackson and Pike spoke on the de-escalation that should have happened.

Aneesah Saafiyah asked about Legal Department employees, number of complaints turned in during 2024 and GRT report.

Councilman Jackson stated GRT showed 4 videos in District 1, 1 video in District 4 and 1 video in District 5.

Council President Ladner stated IAPro was not being utilized efficiently.

Terrance Adkins spoke on racists videos in how the police act toward African Americans.

Alvin Moseley asked the proper way to file a complaint and how his complaint was handled.

Councilman McMasters stated

Council President Ladner stated changes were made only after they were pointed out.

Catrella Perkins read her daughter's note of missing her dad. Mrs. Perkins also asked who was against removing Pinion.

Council President Ladner stated the hardest part was the report and read the job description for Police Chief which listed communication and taking action which he hasn't seen.

Billy Kennedy spoke on the police following him to his house and also going around Catrela's home. This is harassment and needs to stop.

Mike Faruqi asked what a legislative body should do when there are problems. He also spoke on the constitution and Police Officers Oath.

Council President Ladner stated changes are made by voting and that he has met with numerous people over the last 16 months.

X. ADJOURNMENT:

The next Council Work Session will be held on February 10, 2025 at 5:00pm.

The next Regular Council Meeting will be held on February 17, 2025 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.

There being no further business the meeting adjourned at 7:57pm.

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 17, 2025

SUBMITTED BY: Olivia Williams,Community Development

ITEM TYPE: Public Hearing

AGENDA SECTION: SET PUBLIC HEARINGS:

SUBJECT: Resolution No. 25-019: Approve demolition of the old car wash located at 2612 Old Moulton Rd. SW
Set Public Hearing for Monday, March 17, 2025 at 10:00am.

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

SUGGESTED ACTION:

ATTACHMENTS:
[Res_No_25-019_2612_Old_Moulton_Rd._SW_Car_Wash_Demo.pdf](#)

RESOLUTION NO. 25-019

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 of Decatur expense and the costs of such abatement shall constitute a lien on the property and shall be collected in a manner provided by law, and the Mayor is hereby authorized and directed to award any contract required for such abatement and the Community Development Departments demolition budget is hereby amended by \$10,000.

Said lot is described as follows: COM AT SW COR OF SEC 27, T5S, R5W, TH E 1322.47', TH N 2655.55', TH NE 2082.25', TH SE 1217.69' TO N'LY R/W OF OLD MOULTON RD, TH NE ALG SD R/W 357' TO TPOB, TH CONT NE 148', TH NW 872.87', TH SW 293.87', TH SE 880.34', TH NE 99.33', TH SE 160.61' TO POB

Legal Description: Also known as; **The old car wash at 2612 Old Moulton Rd SW Decatur, AL 35603**

Adopted this _____ day of _____, 2025

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 17, 2025

SUBMITTED BY: Christine Weed,Revenue

ITEM TYPE: Alcohol License

AGENDA SECTION: PUBLIC HEARINGS:

SUBJECT: Resolution No. 25-020: Approve request for Special Event Retail
Liquor License for Carnegie Visual Arts Center DBA Carnegie
Carnival at 133 2nd Ave. NE, Decatur, AL 35601

FINANCIAL IMPACT: NONE

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_25-020_Carnegie_Carnival_2025.pdf](#)

RESOLUTION NO. 25-020

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ALABAMA that the application for a Special Event Retail Liquor License by Carnegie Visual Arts Center DBA Carnegie Carnival located at 133 2nd. Ave NE, Decatur, AL 35601 on March 1, 2025 is hereby approved, subject to the approval of Building, Fire, Police, Health, Community Development, and Revenue Departments.

Approved this 17th day of February, 2025.

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 17, 2025

SUBMITTED BY: Olivia Williams,Community Development

ITEM TYPE: Resolutions - Weed Abatement

AGENDA SECTION: WEED ABATEMENTS:

SUBJECT: Resolution No. 25-021: Assess \$348.00 against 1517 Faye St. SW
for cost of abatement of nuisance

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

SUGGESTED ACTION:

ATTACHMENTS:
[Res_No_25-021_Assess_1517_Faye_St._SW.pdf](#)

RESOLUTION NO: 25-021

WHEREAS, the Community Development Department for the City of Decatur, Alabama, has given notice to Heirs of Joe & Florine Boshers c/o Shelia Harmon as the person or persons last assessed for ad valorem taxes for the property described as: Robinwood Subdivision Addition #2, Lot 49, more commonly known as 1517 Faye St. 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	\$74.00
Administrative Fee	\$274.00
Total Cost	\$348.00

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 \$348.00, 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 17th day of February, 2025.

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 17, 2025

SUBMITTED BY: Olivia Williams,Community Development

ITEM TYPE: Resolutions - Weed Abatement

AGENDA SECTION: WEED ABATEMENTS:

SUBJECT: Resolution No. 25-022: Assess \$348 against 1121 10th Ave. SE for cost of abatement of nuisance

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

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_25-022_Assess_1121_10th_Ave_SE.pdf](#)

RESOLUTION NO: 25-022

WHEREAS, the Community Development Department for the City of Decatur, Alabama, has given notice to Heirs of Joe & Florine Boshers c/o Shelia Harmon as the person or persons last assessed for ad valorem taxes for the property described as: Robinwood Subdivision Addition #2, Lot 49, more commonly known as 1517 Faye St. 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	\$74.00
Administrative Fee	\$274.00
Total Cost	\$348.00

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 \$348.00, 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 17th day of February, 2025.

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 17, 2025

SUBMITTED BY: Allen Stover,Community Development

ITEM TYPE: Agreements

AGENDA SECTION: RESOLUTIONS:

SUBJECT: Resolution No. 25-023: Authorize Mayor to enter into an agreement with Lord Aeck Sargent Planning and Design for Historic Structures Report for the Carnegie Art Center

FINANCIAL IMPACT: Grant Match budget

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_25-023_LAS_Carnegie.pdf](#)

[241211_B102-2017_LAS-Decatur_LAS-signed \(002\).pdf](#)

RESOLUTION NO. 25-023

Accept Lord Aeck Sargent Contract for Historical Structures Report for Carnegie Library

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ALABAMA that it hereby approves and authorizes the Mayor to enter in to an agreement with Lord Aeck Sargent Planning and Design to complete a Historic Structures Report for the Carnegie Visual Arts Center. The agreement for the project is not to exceed \$68,834.25. Funding for this agreement will be as follows the Alabama Historic Preservation grant \$48,450.47 Community Development Grant Match Budget \$20,383.78.

Adopted this 17th day of February 2025

AIA® Document B102® – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

LAS Version: 12/11/2024

AGREEMENT made as of the Eleventh day of December in the year Two Thousand and Twenty-four
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Decatur
402 Lee Street
Decatur, Alabama 35601

and the Architect:
(Name, legal status, address and other information)

Lord Aeck Sargent Planning & Design, Inc.
1175 Peachtree Street, NE
Suite 2400
Atlanta, Georgia 30361
Telephone Number: 877-929-1400

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Condition Assessment for the Carnegie Visual Arts Center
LAS Project Number: 12583-00
Decatur, Alabama
Architectural, Structural Engineering, and Laser Scanning Services for the Condition Assessment Report of the physical properties of the Carnegie Center to develop future treatment and maintenance recommendations for the building.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

(959603267)

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:
(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

To produce a condition assessment with the following information:

1. Introductory information, including a table of contents; property identification information, including address, ownership, listing on historic registries, historic names, etc.; brief summary of the property's history and description of its existing setting; an executive summary, including acknowledgements, why the report is being done and for whom, current use of the property, a summary of the methods used to create the report, etc.
2. Summary description of the building's existing condition. This description should provide a general overview of the existing conditions as an introduction to the more detailed information to follow.
3. Detailed existing condition description of the individual exterior material components: foundation, siding, brick, windows, doors, porches, trim, cornice, roof, etc.
4. Room-by-room descriptions, including documentation of interior features, finishes, and materials and detailed identification of areas of deterioration and repair for floors, walls, ceilings, doors, windows, trim, fireplaces, stairs, and other architectural features.
5. Evaluation of the physical condition of structure's materials including: masonry, mortar, roofing, trim, exterior finish materials, plaster (flat and decorative), wood floors, other wood features, finishes and millwork, fireplaces, structural elements, etc.
6. Summary description and evaluation of the building systems: electrical, plumbing, HVAC, fire protection, etc.
7. Identification and evaluation of the causes for the deterioration, decay and loss of the material components of the building. Descriptions should include location and extent of problem areas and reference associated photo-documentation.
8. An evaluation of the problems associated with the repair or replacement of the identified deteriorated areas and historic materials. Such problems could include difficult access to repair locations, necessary companion work, potential difficulty in acquiring uncommon materials, requirements for custom produced features, continuous maintenance issues, etc.
9. Recommendations for the appropriate treatment of deteriorated historic elements. Recommendations should be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, consider the potential impact of recommended treatments, and avoid significantly altering the property's historic character and context.
10. Existing conditions recordation information including: site plans, "as built" floor plans and elevations, detail

photographs or drawings of significant features, context photo-documentation, and existing conditions detail photo documentation.

11. Supplementary information including, a Structural Assessment Report by a licensed engineer (specifically to address first floor deflection), summary building code issues evaluation, and review of exterior lighting with suggestions for new exterior fixtures that meet the Secretary of the Interior's guidelines if additional exterior lighting is needed, reference materials.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Karen Gravel
1175 Peachtree Street NE
Suite 2400
Atlanta, Georgia 30361
Telephone Number: 404-253-6703
Email Address: karen.gravel@hardinckisargent.com

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

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§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000) per claim and Five Million Dollars (\$ 5,000,000) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5. Any requirement to specifically list additional insureds on policies required in section 1.5 that results in additional administrative charges from the Architect's insurance carrier(s) shall be a reimbursable expense to the Architect.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
(List name, address, and other contact information.)

Caroline Swope
402 Lee Street
Decatur, Alabama 35601
Telephone Number: 256-341-4968
Email Address: cswope@decatur-al.gov

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

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other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect to the extent authorized by Alabama Law shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner and the Owner's officers and employees under this Section 4.1.3 shall be limited to the available proceeds of Architect's or Architect's Consultant's professional errors and omissions policy at the time any claim is finally adjudicated or otherwise finally determined or settled. In addition, the Owner acknowledges and agrees that, to the fullest extent permitted by law, no officer, director, shareholder, partner, principal, employee, or other representative of Architect or of Architect's Consultants shall have personal liability for any professional services provided for the Project.

Init.

§ 4.1.4 The Owner to the extent authorized by Alabama Law shall indemnify and hold the Architect, its officers, employees and consultants harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Owner, the Contractor or the employees, consultants or subcontractors of either of them.

§ 4.1.5 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Not Used

(Paragraphs deleted)

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give

Init.

seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1

Termination Fee:

\$2,500.00
- .2

Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

15% of the Architect's remaining compensation at the termination notice date

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

- ☐

One year from the date of commencement of the Architect's services
- ☒

One year from the date of Substantial Completion
- ☐

Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

Init.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

A lump sum fee of \$68,834.25

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

Not used.

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 % a month

Init.

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 6.4 Additional Services

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. The basis of such compensation shall be hourly rates or lump sum amounts mutually agreed upon in writing in advance. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, phasing, quality or budget, or due to Owner-requested changes in the approved design; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond 78 (seventy-eight) weeks of the date of this Agreement through no fault of the Architect.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a related entity, such as a LLC, or lender providing financing for the Project if the entity or lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall utilize "industry standard" protocols for the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form as established by the Architect.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a related entity or lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's

Init.

confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 8.1 Force Majeure & Other Circumstances

The Architect and its consultants shall not be responsible for the consequences of any of the following: (a) so-called acts of God (including, without limitation, tornadoes, water spouts, floods hurricanes, earthquakes, landslides, dust storms, atmospheric disturbances, pandemics, epidemics); (b) negligent or willful misconduct of (i) the Owner, its agents and employees (ii) the Contractor, its contract employees who provide services on the Project and employees, (iii) Project subcontractors (of whatever tier), (iv) the Owner's retained consultants (other than the Architect's); (c) insurrections, riots, civil commotions, terrorism, sabotage, vandalism, judgments or orders; (d) shortages or unavailable materials, supplies, labor, equipment or systems; or (e) other matters, of whatever character, beyond the reasonable control of the Architect and its consultants.

§ 8.2 Handicap Accessibility

The Architect shall use reasonable care in interpreting and designing in accordance with applicable handicap accessibility laws, codes, and statutes such as the Americans with Disabilities Act and the Fair Housing Act. The Architect shall not be responsible for Contractor's failure to adhere to the Contract Documents and any applicable laws, codes and regulations incorporated therein, nor for any changes to the design made by the Owner without the direct participation and written approval of the Architect. Likewise, the Architect shall not be responsible for any inaccessibility issues arising out of the Owner's use and operation of the completed Project which were not disclosed to the Architect as a part of the Project requirements before the design was begun.

§ 8.3 Materials Transparency

The Architect is not trained in toxicology or human or environmental health. To the extent that the Architect collects information on construction materials that discloses contents or constituent ingredients or chemicals, the Owner acknowledges that the Owner is not relying on the Architect for any analysis of the construction material's effect on human or environmental health. If such analysis is desired, the Owner will retain under separate contract a toxicologist or other appropriately trained professional.

§ 8.4 Electronic Signature

This Agreement may be executed in one or more counterparts and delivered by telecopy, electronic transmission or otherwise (including telecopied and electronically transcribed signature pages), each of which shall be deemed an original and all of which together shall constitute one and the same instrument

Init.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1

AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect
- .2

Building Information Modeling Exhibit, if completed:

Not used.
- .3

Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[]

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

Not used.

[]

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Not used.

.4

Other documents:
(List other documents, including the Architect’s scope of services document, hereby incorporated into the Agreement.)

Not used.
- This Agreement entered into as of the day and year first written above.
- | | |
|---|---|
| <div>Signed by:</div> <div><div><div><div></div><div>karen Gravel</div></div></div><div>1/28/2025</div></div> | <div>FFDA17C30035434...</div> |
| <div>OWNER (Signature)</div> | <div>ARCHITECT (Signature)</div> |
| <div>(Printed name and title)</div> | <div>Karen Gravel, Principal</div> |
| | <div>(Printed name, title, and license number, if required)</div> |
- Init.

/

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User Notes:

(959603267)

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CITY COUNCIL AGENDA ITEM REPORT

DATE: February 17, 2025

SUBMITTED BY: Gloria Robertson, Engineering Department

ITEM TYPE: Agreement - Financial

AGENDA SECTION: RESOLUTIONS:

SUBJECT: Resolution No. 25-024: Approve ATRP2-52-2023-176 Upper River Road
Tract 1 - 2708 Point Mallard Parkway-Davenport Property Relocation Expenses

FINANCIAL IMPACT: Funding Source: Federal ATRIP2 Funds

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_25-024_Upper_River_Road-Tract_1-Moving_Expenses.pdf](#)
[Davenport_Property_Relocation_Expenses-Upper_River_Rd-Tract_1.pdf](#)

RESOLUTION NO. 25-024

ATRP2-52-2023-176 UPPER RIVER ROAD

Tract 1 – 2708 Point Mallard Parkway-Davenport Property Relocation Expenses

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ALABAMA, with the recommendation from the City Engineer, Carl Prewitt, that the Council approve the cost of the moving expenses and rent increase amount for the property at 2708 Point Mallard Parkway, Decatur, AL 35603, owned by Brentt Davenport, for the ROW acquisition for Upper River Road-Tract 1, ATRP-52-2023-176 Project.

BE IT FURTHER RESOLVED that the Mayor is authorizing the funding for the moving cost of \$46,212.75 (see attachment) associated with the ROW acquisition for Upper River Road, Tract 1.

Funding shall be made available through ATRIP2 grant funds, project CP00050.

Approved this 17th day of February 2025

ROW-RA-24
Rev. 2/18

Payee Brentt Davenport
Address 3417 Hwy 31 south
City Decatur AL 35603
Invoice # _____
Invoice Date 01/25/25
Project no. ATRP-52-2023-176
County Morgan

In Account With
ALABAMA
DEPARTMENT OF TRANSPORTATION

I hereby certify that, on _____ I removed my
(date of removal)
personal property from _____
(address)
to _____
(address)

that I have been fully informed of the allowable alternate moving expenses, the dislocation allowance, allowable incidental transfer expenses, and alternate replacement housing payments under Relocation Assistance and Payments; that all documents shown to and furnished to the State in support of this claim are originals or true and correct copies; that I purchased the replacement dwelling on _____ (if applicable) and that I occupied the replacement dwelling or room on _____. I further certify that no previous claim has been submitted for the same payment; that this claim is true and correct; and that payment therefor has not been received; that payment of these costs has not been received nor is payment contemplated from any other source.

(Signature of Claimant)

Sworn and subscribed before me this _____ day of _____, 20____.

_____, NOTARY PUBLIC
Approved:

_____, Region Engineer

_____, Right of Way
Bureau Chief

RELOCATION PAYMENTS

INVOICE

Source Code: _____

TYPE OF UNIT	OCCUPANCY	TYPE MOVE
x1. Dwelling	X1. Owner (180 Days or Longer)	1. Actual
2. Farm	2. Owner (90-179 Days)	2. Fixed
X3. Business	3. Tenant	X3. In Lieu
4. Non-Profit Organization		4. Self
5. Sign		

1. Non-DSS to DSS

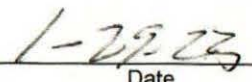
X2. DSS TO DSS

DISTRIBUTION

Account Number	Funct.	Object	Fund	Project Number	Part	Tract	Parcel	Amount
4321	0254	0512		Move ATRP2-52-2023-176		001		21212.75
4321	0254	0512		RENT INCREASE ATRP2-52-2023-176		001		25000.00

Total \$46212.75


RIGHT OF WAY CONSULTANT


Date

Paid by State Warrant No. _____

_____ Date

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.

1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I	Taxpayer Identification Number (TIN)
---------------	---

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

			-							
--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ALABAMA DEPARTMENT OF TRANSPORTATION
RELOCATION INVENTORY
BUSINESS, FARM, & NON-PROFIT

Project No. ATRP2-52-2023-176 UPPER RIVER ROAD Tract No. 1

County _____ CPMS No. _____

Name of Business Brentt Davenport

Address: 2708 Point Mallard Parkway Decatur Al 35603

Name of Business Owner Brentt Davenport

Age of Business _____ Number of Years at this location _____ Number of Additional locations _____

Owner () or Tenant (x) of this site. If tenant- lease requested (), lease provided ()

Race: (x) White () Black () Other

Ownership structure of the business (check one):

☐	Sole Proprietorship	☐	Family Business
☐	Partnership	☐	Corporation
☐	Limited Liability Company	☐	Institution

Displacement Site Size _____ (SF or Ac) Access _____

Type of Structure(s) _____

No. of Rooms _____ Est. Sq. Ft. _____

Operation Details

Contact Person: Brent Davenport Title: _____

Type of Operation: _____ Telephone: 1-256-565-7993

Retail _____ x _____
Wholesale _____
Non-Profit _____
Farm _____
Industrial _____
Manufacturing _____
Other _____

No. employees this location:
Full-time _____
Part-time _____

Service(s) or Product(s) sold or produced: used appliance _____

Special Permit(s)/License(s) required: _____

Chemicals used and/or stored on-site: _____

Utilities

Heat: Gas _____ Electric _____ 220 V _____ 3-Phase _____
Water: Public _____ Well _____ Sewer: Public _____ Septic _____
Other: _____

Communication Equipment Requirements:

Overhead Sprinkler System: _____ Security: _____

Special Equipment (refrigeration, manufacturing, assembly, distribution, etc.):

Fixtures or Personalty owned by others (what and by whom-need contact information) _____

Zoning & Permit requirements for a replacement site: _____

Location Issues (re: source of raw materials, clientele, competition, transportation of goods, traffic requirements, customer access, rail access, special utilities): _____

Estimated Gross Revenue: _____

Estimated Payroll: _____

Remarks: (Describe the process, clientele, competition, suppliers, and/or transportation requirements, etc.)

Business / Personal Property Needs

1) Any current lease terms (real/personal property) or other contractual obligations the move will affect?

2) Specific requirements for the business replacement site (i.e. site size, on-site parking, etc.):

3) Specific requirements for replacement building? (Building type, capacity, etc.) _____

4) Need of outside specialist to assist in; planning the move, in the actual move itself, and/or in the installation of machinery and/or other personal property:

5) Identification and resolution of personalty/realty issues (i.e. leased equip., leasehold improvements):

6) Anticipated difficulty in locating replacement property/costs to adapt a new location (i.e. Permit or zoning issues, etc.):

7) Will upgrading or modernizing of equipment be necessary if moved or old equip. not needed to move?

8) What can be done to mitigate; seasonal impact, business interruption losses, increased costs? _____

9) An estimate of the time required for the business to vacate the site: _____

10) Financial capacity to accomplish the move and be reimbursed (any advance relocation payments required for the move): _____

11) Have you looked at replacements sites and do you understand the advisory assistance and benefits available to you to search for a replacement site? _____

12) Will you walk through the property with me and identify the items of personal property belonging to the business or to others? _____

13) Are there any other businesses operating at this site that you allow to operate by lease, or otherwise?

Desires to:

Rent		Purchase		Retain Structure		Build		Go Out of Business	
------	--	----------	--	------------------	--	-------	--	--------------------	--

Moving Plans:

Commercial		Self-Move		Combination	
------------	--	-----------	--	-------------	--

Remarks:

Interviewer _____

Date _____

**ALABAMA DEPARTMENT OF TRANSPORTATION
BUSINESS, FARM, OR NON-PROFIT ORGANIZATION
APPLICATION FOR MOVING AND RELATED EXPENSES**

Date 01/25.25

Project No. ATRP2-52—2023-176

Tract No. 1

County MORGAN

Name of Applicant Brentt Davenport

Address 3417 Hwy 31 South Decatur AL 35603
(No., Street, Box, RFD, City, State, Zip Code)

I hereby make application for moving and related expenses as follows:

Business (x) Farm () Non-Profit ()

Method Chosen: Actual Reasonable (x), Self-Move x(), or Average Net Earnings ()
& Necessary Expenses

Self-Move: Amount not in excess of low bid or estimate \$ 21212.75

Actual Direct Losses of Tangible Personal Property: * \$ _____

Searching Expenses: Amount Claimed * \$ _____

Average Net Earnings: Average Net Earnings Claimed * \$ _____

Incidental Transfer Expenses: (Receipts Attached)

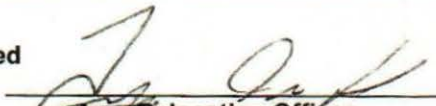
1. Recording Fees \$ _____
2. Mortgage Prepayment Penalty \$ _____
(Date Mtge. Recorded _____)
3. Other \$ _____ \$ _____

Total Amount Claimed \$ 21212.75

* Attach Documentation

Signature of Applicant

Remarks: _____

Recommended
for Approval

Area Relocation Officer

Approved _____

Area Right of Way Manager

Approved _____

Chief Relocation Officer

Approved _____

Right of Way Bureau Chief

Date _____

Cc: _____ Area/Region

ALABAMA DEPARTMENT OF TRANSPORTATION
NOTICE OF ELIGIBILITY FOR RELOCATION ASSISTANCE

January 25, 2025

Mr. Brentt Davenport
2708 Point Mallard Parkway
Decatur AL 35603

Re: Project No.ATRRP-52-2023-176
DescriptionUPPER RIVER PROJECT
Tract No.1
County Morgan

Dear Mr. Davenport,

This is to advise you that the property you are occupying (or a portion thereof) will be required for the construction of a highway project. Because of this proposed action by the Alabama Department of Transportation, you may be entitled to relocation expenses and services as described in the attached Relocation Brochure.

You will not be required to move permanently from your property prior to 90 days from the date of delivery of this notice. This means that you cannot be required to vacate prior to _____, unless you choose to do so voluntarily.

Further, you will be given a 30-day written notice specifying the date by which the property must be vacated. This notice will not be given until such time as the State has obtained possession of the property and in no case shall this 30-day notice require you to move prior to the date given in the preceding paragraph.

You are further advised that James Crandol, Right of way Consultant, has been designated as Relocation Officer for this project. He or She has information on properties available for sale or rent. He/She also has available information relative to services offered by and the addresses of other agencies who may be of assistance to you in relocating, such as the Small Business Administration, Chamber of Commerce, etc. He/She also has available the names and addresses of most of the movers in this area.

You are being furnished herewith a copy of the State's brochure explaining the relocation program. Any questions you may have should be addressed to the Relocation Officer mentioned above.

We assume that you are interested in receiving the financial assistance available to you, but our experience indicates that some persons prefer to find their own replacement property. If you wish us to assist you in locating replacement property, please indicate such in the proper place below.

Very truly yours,

Region Engineer

Attachment: Relocation Brochure

I hereby acknowledge receipt of the brochure, that I have been notified in writing that I will not be required to move prior to the expiration of ninety (90) days from the above date of delivery of this notice, and that the benefits of the State's Relocation Assistance Program have been discussed with me.

(Date)

(Signature of Relocatee)

Signed: _____
(Relocation Officer or Negotiator)

I () do desire, or () do not desire, assistance in locating replacement property.

Date of Initiation of Negotiations _____

Date Notice Delivered _____

Type Displacement: Business () Non-Profit Organization () Other ()

Owner-Occupant () Tenant ()

Distribution: Relocatee - Original
Region/Area Office - cc
Central Office - cc

**CERTIFICATION OF LEGAL RESIDENCY/BUSINESS
STATUS IN THE UNITED STATES**

() Unincorporated Business

On behalf of the unincorporated business, farm, or non-profit organization identified below, I (we) hereby certify that each and every owner of said business is:

() A citizen of the United States of America

() A national of the United States of America

() An alien lawfully present in the United States of America

I (we) have been informed that any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined in Section 24.208(h) of the Federal Uniform Act.

() Incorporated Business

On behalf of the incorporated business, farm, or non-profit organization identified below, I (we) hereby certify that the organization is authorized to conduct business within the United States.

Name of business, farm or non-profit organization

By: _____ Title: _____

Date: _____

By: _____ Title: _____

Date: _____

By: _____ Title: _____

Date: _____

Witness: _____

Title: _____

Brett Davenport

Business Address 2708 Point Mallard Parkway
Decatur AL 35603

Dear : Mr. Davenport

RE: Project No.: ATRP2-52-2023-176
Tract No.: 1
County: Morgan County

Because you are the owner of displaced miscellaneous personal property which must be relocated, the Alabama Department of Transportation, through its Relocation Assistance Program, will reimburse expenses you incur in moving and re-installing your personal property and eligible expenses which you may incur in reestablishing your operation. Earlier you were given an eligibility notice explaining how to claim your payments. Your Relocation Assistance Officer will again explain requirements and eligibility for claiming relocation assistance benefits at the time of this offer, or as you may request.

The Alabama Department of Transportation has determined that you are eligible for a payment in the amount of \$21212.75 for actual reasonable moving expense upon completion of your move.

If your payment is based on "actual reasonable moving expense", you may also be eligible for actual reasonable search expense not to exceed \$2,500.00, and reimbursement for certain reestablishment expense, supported by receipted bills or other valid documentation. Your Relocation Assistance Officer will discuss these benefits to determine items and/or the amount for which you may be eligible. You may also be eligible for actual, direct loss of tangible personal property incurred as a result of moving or discontinuing your operation. However, no payment for loss of tangible personal property can be greater than the estimated cost of moving and reinstalling the items of personal property.

If you choose to claim the "fixed payment" benefit rather than the "actual reasonable moving expense" benefit, the payment cannot be more than \$40,000.00 or less than \$1,000.00. The "fixed payment" is in lieu of your eligibility for reimbursement of any other moving expenses, search expenses, reestablishment expenses, or loss of tangible personal property.

Page 2
January 25, 2025

If you are dissatisfied with the determination of your eligibility for a payment or the amount of the payment offered, you should request our appeal form, and your Relocation Assistance officer will be happy to assist you in completing the form. You can contact your Relocation Assistance Officer at _James Crandol , if you have any questions about this offer.

Very truly yours,

Region Engineer

*See attached addendum

Bids furnished by:

Attach approved estimate and inventory

Housing of Last Resort – Rent Differential Payment – Amount that the computed conditional payment for a tenant exceeds \$5,250.00.

Housing of Last Resort – Down Payment Assistance (Tenant) – Amount of down payment that exceeds \$5,250.00 up to the amount of the conditional computed payment.

Housing of Last Resort – Incidental Purchase Expenses – Amount that reasonable eligible expenses, relating to the purchase of replacement property, exceeds the monetary limits for an owner or a tenant.

Housing of Last Resort – Increased Mortgage Interest Cost or Buydown – Amount that the computed payment, to offset cost of higher mortgage interest rate on replacement dwelling, exceeds the monetary limits for an owner or a tenant.

Moving

Function	Object	Description
LPA 0258	0254	0512 Moving & Related Expenses
	0254	0518 Business Reestablishment Expenses
	0254	0524 Business Moving and Related Expenses (Non-Residential)
	0285	0508 Sign Relocation
	0258	LPA-Sign Relocation

Moving & Related Expenses – Payment for a fixed move, actual cost move, reconnection of utilities, DS&S repairs for damages sustained during a mobile home move, etc.

Business Reestablishment Expenses – Payment of reasonable and necessary eligible expenses actually incurred in relocating and reestablishing a small business, farm or non-profit organization at a replacement site, not to exceed \$10,000.00.

Business Moving and Related Expenses (Non-Residential) – Payment for actual, reasonable moving expenses, actual direct loss of tangible personal property, in lieu payment or searching expenses.

Sign Relocation – Payment for the cost to relocate a legally conforming, non-encroaching sign from the required right of way.

Incidental Expenses

Function	Object	Description
	0240	0212 Advertising/Publication
	0240	0237 Court Cost
	0240	0504 Ad Valorem Tax
	0240	0505 Interest Paid
	0240	0506 Interest Earned
	0240	0507 Incidental Transfer Expenses (Mortgage Release)
	0240	0213 Rent on Property to be Acquired
	0256	0513 Incidental Expenses

Advertising/Publication – Payment for advertising or publication of required legal notices, sealed bid sales notices, etc.

Court Cost – Payment for court services such as recording fees, commissioner's fees, condemnation fees, guardian ad litem fee, etc., paid directly to the court.

Ad Valorem Tax – To be used when paying ad valorem taxes to the revenue commissioner or when paying refunds to property owners. There is no Federal participation in ad valorem taxes.

Interest Paid – Interest paid on a Circuit Court award.

Interest Earned – Interest earned on money deposited by the court. It can be used, as a negative number, on the invoice to offset additional monies owed.

Incidental Transfer Expenses – Expenses that are incidental to the transfer of title to the State. For example, a mortgage pre-payment penalty.

Rent on Property to be Acquired – Rent on vacant rental land or rental structures to be acquired to prevent an occupant that would require relocation. For example, a vacant mobile home lot or rental residence.

Incidental Expenses – Expenses that are incidental to the relocation of a displacee. For example, payment for providing moving cost or new construction cost estimates.

Professional Services

<u>Function</u>	<u>Object</u>	<u>Description</u>
0240	0401	Legal Fees
0240	0402	Attorney Expenses
0240	0280	Scientific and Technical
0240	0285	Appraiser Fees
0167	0281	Consultant – Engineering (Preliminary Engineering Projects)
0161	0285	Consultant – Appraiser Fees (Preliminary Engineering Projects)
0161	0287	Consultant – Negotiator Fees (Preliminary Engineering Projects)
0161	0295	Consultant – Relocation Advisory Services (Preliminary Engineering Projects)
0261	0281	Consultant – Engineering
0261	0285	Consultant – Appraiser Fees
0261	0287	Consultant – Negotiator Fees
0261	0295	Consultant – Relocation Advisory Services
0261	0401	Consultant – Legal Fees (Lock & Key)
0261	0402	Consultant – Legal Expenses (Lock & Key)

Legal Fees – Payment to an appointed Deputy Attorney General for legal fees, as governed by the Schedule of Attorney Fees.

Attorney Expenses – Payment to an appointed Deputy Attorney General for anything not covered by the Schedule of Attorney Fees. For example, reimbursement of recording fees, copying charges, deposition charges, etc.

Scientific and Technical – Payment for scientific and technical services performed for the State as approved by contract, such as Coal Valuation Reports.

Appraiser Fees – Payment of appraisal fees as approved by contract including appearance as an expert witness.

Consultant – Appraiser Fees – Payment of consultant's payroll for appraisers and review appraisers under the terms of the Consultant Services Contract.

Consultant – Negotiator Fees – Payment of consultant's payroll for negotiators under the terms of the Consultant Services Contract.

Consultant – Relocation Advisory Services – Payment of consultant's payroll for relocation agents under the terms of the Consultant Services Contract.

Credits to Project (Central Office)

<u>Function</u>	<u>Object</u>	<u>Description</u>
<u>Active Projects</u>		
0214	0502	Circuit Court Refund
0215	0502	Legal Settlement Refund
0280	0502	Sale of Excess Right of Way
0280	0503	Sale of Uneconomic Remnant
0240	0506	Interest Earned
0270	0502	Rental Receipts
0281	0829	Sale of Structure

When canceling a State warrant look up the Central Office copy of the invoice in the invoice file and credit it back to the project with the same coding as was used to enter it. Also, please write on the invoice that the warrant was canceled.

Inactive Projects – Title 23 Collector Account

0527	Sale of Excess
0528	Sale of Uneconomic Remnant
0529	Rental Receipts

CC: ALL RIW
PERSONNEL



This will
probably only
pertain to you.
Please see
For Your Info
File
7/9/08

Page 1 of 1

Holmes, Phillip

From: Joyner, Danny

Sent: Friday, June 27, 2008 4:34 PM

To: Snider, James; Smith, Rickey, 2nd Div; Holmes, Phillip; Burns, Lisa; Lawrence, John; Hall, Tom; Shirley, Kevin; Lipscomb, Robbie; Waller, Marvin

Cc: Bowlin, Paul; Dobbs, George

Subject: Function 0258 - Relocation Assistance - Local Public Agencies

Accounting recently setup Function 0258 - Relocation Assistance - Local Public Agencies for invoices that involves relocation payments for projects acquired by Local Public Agencies. This function number will be used with the same object numbers (for the various relocation activities) we use on our State projects. Accounting will soon have this number listed in the Accounting General Manual. Please begin using this new function number when submitting invoices for relocation payments on Local Public Agency projects.

Danny Joyner

Re 7/9/08

RIGHT OF WAY INVOICE

CODING GUIDE

This is not a complete list of all function and object codes used in right of way activities. However, it is a fairly comprehensive list of all of the functions and objects used in the acquisition and relocation phase of a right of way project.

Frequent problems with invoices

Area – New Federal accounting practices are requiring States to keep track of the total acreage and value of its right of way. Please be sure to enter the acres acquired in the area section of invoices for right of way by agreement, counter offer and eminent domain. There is no need to enter the acreage on invoices for Circuit Court awards or legal settlements since the acreage should have already been entered when the invoice for the Probate Court award was paid. Acreage for temporary easements should not be entered since the State does not acquire title to this acreage. This information will be entered into and tracked by CPMS.

Replacement Housing Payments – The replacement housing payment is made up of three parts; the price differential payment, incidental purchase expense and increased mortgage interest cost; and is limited to \$22,500.00. If one or more of the three parts of the replacement housing payment exceed the stated limit then the remaining charges should be coded as Housing of Last Resort. The rental replacement housing payment is limited to \$5,250.00. Any amount over this limit should be coded as Housing of Last Resort. For example, an RHP of \$33,500.00 would be coded as \$22,500.00 under Price Differential and \$11,000.00 under Housing of Last Resort – Price Differential and any other parts of the Replacement Housing payment paid to the same displacee would be Housing of Last Resort.

Circuit Court Awards and Legal Settlements – Quite often invoices for payment of additional award are entered as one net total that is coded Circuit Court award or Legal Settlement. It should be broken down into additional award, interest paid, court cost and interest earned, if any. The interest earned on money on deposit can be shown as a negative amount and used to offset additional money owed. If not, then we should receive a check for the interest earned to be credited back to the project.

Multiple Names on Invoice – The way an invoice is entered into CPMS is that the Accounting Bureau receives the W-9 and enters it into CPMS as a warrant address. There is only one warrant address per W-9 and only one warrant address can be used per invoice entered. Therefore, if multiple names need to be on the warrant then these names need to be submitted on one W-9 with the name of the person whose information is provided circled. The warrant will be issued as it appears on the W-9, not the invoice. Also, please put the social security number or Federal tax ID number on every invoice.

On invoices for right of way the name(s) should be the same as on the title opinion and the W-9.

On invoices for relocation payments the name(s) should be the same as on the W-9 for the eligible relocatee, unless relocatee has authorized payment to another payee in which case the name should be the same as on the W-9 for the authorized payee.

Participation Codes – 1 State funded project, no Federal participation.

2 Federal Aid Projects

There is no Federal participation in ad valorem taxes

ACQUISITION

<u>Function</u>	<u>Object</u>	<u>Description</u>
0211	0502	Right of Way by Agreement
0212	0502	Right of Way by Counter Offer
0213	0502	Right of Way by Eminent Domain (Condemnation)
0214	0502	Circuit Court Award
0215	0502	Legal Settlement
0216	0502	LPA – Right of Way by Agreement
0217	0502	LPA – Right of Way by Counter Offer
0218	0502	LPA – Right of Way by Eminent Domain (Condemnation)
0219	0502	LPA – Circuit Court Award
0220	0502	LPA – Legal Settlement
0211	0503	Uneconomic Remnant by Agreement
0212	0503	Uneconomic Remnant by Counteroffer
0230	0525	Functional Replacement – Construction/Betterment
0230	0526	Functional Replacement – Replacement Structure
0230	0530	Functional Replacement – Land Purchases
	0534	Acquisition of Wetland Mitigation Credits by Agreement
	0535	Temporary Easements and Access Rights
0281	0829	Retention of Structure
0285	0510	Sign Purchase

Agreement – Purchase of right of way for the amount of the State's Approved Offer.

Counter Offer – Purchase of right of way for an amount greater than the Approved Offer without condemnation. (This includes construction concessions, owner retention of structures, etc.)

Eminent Domain (Condemnation) – Obtaining right of way through Eminent Domain.

Circuit Court Award – "Just Compensation" to property owner determined by a jury trial. Please break down the charges into additional award, interest paid, interest earned and court cost.

Legal Settlement – Agreement between the property owner and the State as to "Just Compensation" after the Probate Court level. If this involves payment in addition to the Probate Court award please show the interest earned from the deposited award, if any.

Functions 0216 – 0220 should be used with the appropriate object to record acquisition of right of way by a local public agency (LPA).

Uneconomic Remnant by Agreement – Acceptance of the alternate offer to purchase the right of way and uneconomic remnant for the amount of the Approved Offer.

Uneconomic Remnant by Counteroffer – Acceptance of the alternate offer to purchase the right of way and uneconomic remnant for an amount greater than the Approved Offer. **Note:** Since the alternate offer to purchase the uneconomic remnant is not a separate offer for just the uneconomic remnant but an offer that includes the uneconomic remnant, any counteroffer on an alternate offer is a counteroffer for both the right of way and the uneconomic remnant.

Functional Replacement – Construction/Betterment – Payment for new construction of a structure or betterment of an existing structure as a replacement building and related fees, in exchange for required right of way.

Functional Replacement – Replacement Structure – Payment for an existing structure as a replacement building in exchange for required right of way.

Functional Replacement – Land Purchases – Payment for replacement land in exchange for required right of way.

Acquisition of Wetland Mitigation Credits by Agreement – Purchase of land for use as wetland mitigation

Temporary Easements and Access Rights – Purchase of temporary easements or access rights. Use when there is no permanent right of way being acquired. This code should only be used for temporary easements if that is all we are acquiring. If we are acquiring right of way and a temporary easement then it is not necessary to separate them.

Retention of Structure – Salvage value or negotiated amount placed on a structure for retention by the owner. This should be shown as a negative amount on the invoice offsetting the acquisition payment.

Sign Purchase – Depreciated or negotiated value of a sign when it can not be moved.

RELOCATION – as governed by the State's Relocation Manual and the Uniform Relocation Act.

Replacement Housing Payments

Function	Object	Description
0254	0511	Down Payment Assistance (Tenant)
0254	0514	Price Differential Payment
0254	0515	Rent Differential Payment
0254	0516	Increased Mortgage Interest Cost or Buydown
0254	0517	Incidental Purchase Expenses
0254	0519	Housing of Last Resort – Price Differential Payment
0254	0520	Housing of Last Resort – Rent Differential Payment
0254	0521	Housing of Last Resort – Down Payment Assistance (Tenant)
0254	0522	Housing of Last Resort – Incidental Purchase Expenses
0254	0523	Housing of Last Resort – Increased Mortgage Interest Cost or Buydown
0259		LPA

Down Payment Assistance (Tenant) – Down payment on the purchase of a replacement by a tenant, up to \$5,250.00.

Price Differential Payment – Computed conditional payment for an owner up to \$22,500.00.

Rent Differential Payment – Computed conditional payment for a tenant up to \$5,250.00.

Increased Mortgage Interest Cost or Buydown – Computed payment to offset the cost of a higher mortgage interest rate on the replacement dwelling.

Incidental Purchase Expenses – Reasonable eligible expenses relating to the purchase of replacement property. Expenses that are figured on a percentage of the mortgage should be pro-rated to the value of the old mortgage. Expenses that are figured on a percentage of the sale price should be pro-rated to the price of the selected comparable.

Housing of Last Resort – Price Differential Payment – Amount that the computed conditional payment for an owner exceeds \$22,500.00

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 17, 2025

SUBMITTED BY: Gloria Robertson, Engineering Department

ITEM TYPE: Agreement - Financial

AGENDA SECTION: RESOLUTIONS:

SUBJECT: Resolution No. 25-025: Approve Morell Engineering Proposal for Wilson Morgan Park Access Improvements

FINANCIAL IMPACT: Funding Source: 3M Settlement Funds; Expense recorded under 065-042-32-000-59093

SUGGESTED ACTION:

ATTACHMENTS:
[Res_No_25-025_Morell_Engineering-Wilson_Morgan_Park_Proposal.pdf](#)
[Morell_Engineering_Proposal-Wilson_Morgan_Park_Access_Improvements.pdf](#)

RESOLUTION NO. 25-025

Morell Engineering – Proposal
Wilson Morgan Park Access Improvements

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ALABAMA, with the recommendation from the City Engineer, Carl Prewitt, that the Council approve the attached proposal from Morell Engineering to provide surveying and engineering services for Wilson Morgan Park Access Improvements.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the attached agreement on behalf of the City with Morell Engineering. The cost shall be \$69,000.00. Funding shall be made available through 3M Settlement Funds and the Expense recorded under 065-042-32-000-59093, Project Code CP00012 –PLAN –REC CTR – 065-042-32-000-59093 IMPRVMNTS OTHER THAN BLDG.

Approved this 17th day of February 2025



January 13, 2025

Jason Lake, Executive Director
City of Decatur Parks and Recreation
610 Fourth Avenue SE, Decatur, Alabama 35601 (Office)
PO Box 1315, Decatur, Alabama 35602 (Mailing)

Re: Proposal to Provide Surveying and Engineering Services
Wilson Morgan Park Access Improvements
Decatur, Alabama

Mr. Lake:

Morell Engineering is pleased to submit this proposal to perform surveying and engineering services for the subject project. This proposal outlines the information provided to us regarding the project, our proposed scope of services, and a cost estimate for the proposed services.

In support of the new Recreation Center at Wilson Morgan Park, Morell Engineering performed a Traffic Impact Study. This traffic impact study proposed the following improvements:

- 1) Removal of the Northern Beltline Frontage Road from Sandlin Road to Central Parkway
- 2) Add an eastbound left-turn lane on Beltline Road Main Line Wilson Morgan Park Entrance
- 3) Add a westbound right-turn lane on Beltline Road Main Line Wilson Morgan Park Entrance

These proposed improvements are shown below in Figure 1:



Figure 1: Proposed Improvements from Traffic Impact Study



As requested, this proposal includes the following services:

- Topographic Survey, including Traffic Control;
- Geotechnical Exploration and Materials Report;
- ALDOT Permitting & Plan Preparation;
- Bid Documents and Bidding Phase; and
- Construction Engineering and Inspection.

TOPOGRAPHIC SURVEY

Morell Engineering will perform a topographic survey within the project limits. This survey will include contours and existing structures/features, roads, parking lots, utilities (as identified by Alabama 811), and any other improvements or conditions visible at the time of survey. This survey will be limited to the right of-way limits.

GEOTECHNICAL EXPLORTION AND MATERIALS REPORT

Geotechnical Field Services

Morell Engineering will perform a total of six (6) soil test borings for this project. Each boring will be drilled to a depth of 10 feet, or refusal, whichever occurs first. Exploration of refusal materials, if encountered, is not included in our scope of services.

During drilling, Standard Penetration Tests (SPT) will be performed at standard sample intervals for each boring. Each of the samples will be visually classified by a member of our engineering staff and placed in sealed bags until being transported to our laboratory for testing.

Additionally, the existing pavement on Beltline Road will be cored in two (2) locations in order to evaluate the existing pavement buildup of the pavement sections.

Traffic Control

Traffic control will likely be required during our field services for this project. Morell Engineering will subcontract a company to provide traffic control services during our field work.

Underground Utilities

Morell Engineering will contact the Alabama One Call service to locate public utilities within the project site prior to beginning any soil boring activities. While Morell Engineering will exercise standard care to avoid underground utilities, we will not be liable for damage to any unmarked or erroneously marked utilities. We note that Alabama One Call utility locators typically will mark utilities that are located within roadways and the roadway's right-of-way.

Site Restoration

To minimize hazardous conditions to others, each bore hole will be backfilled upon completion using the auger cuttings. Over time, the auger cuttings will often settle into the bore hole and create a void at the



ground surface. We recommend that the bore holes be checked by others periodically and backfilled if necessary. Optionally, each bore hole could be grouted to avoid these issues, for an additional cost.

Laboratory Testing

Soil samples representative of the soil(s) encountered at the site will be selected for laboratory testing. The laboratory tests will be used to aid in soil classification and to determine physical characteristics of the soils at the project site.

Laboratory tests will include Atterberg Limits, Natural Moisture Contents, Sieve Analyses, and #200 Washes.

Report

The results of the geotechnical field exploration and laboratory testing will be documented in a written report in accordance with the ALDOT *Procedure for Preparing Materials Reports and Conducting Soil Surveys*, latest revision date.

ALDOT PERMITTING & PLAN PREPARATION

Morell Engineering will prepare the access permit plans for submission to the Alabama Department of Transportation (ALDOT) for review. The plans will be submitted to ALDOT. After approval by ALDOT, the permit plans will be given to the Owner/Developer.

It is the Owner/Contractor's responsibility to obtain the appropriate bonds for the project. The project must be constructed to ALDOT's specifications as shown in the approved plans.

BID DOCUMENTS & BIDDING PHASE

Morell Engineering will complete bid and contract documents for the project, advertise the project via newspaper, review received bids, and recommend project award.

CONSTRUCTION ENGINEERING AND INSPECTION

Morell Engineering will perform all work associated with the construction engineering and inspection and construction materials testing required for the construction of this project. This includes keeping up with daily pay item quantities, submitting monthly estimates to the City for contractor payment, and completing any necessary close-out paperwork.

AUTHORIZATION AND BUDGET



In order to authorize this proposal, please complete, sign, and return the attached Consulting and Services Agreement. Table 1 provides the budgets for the services for the project.

Table 1: Surveying and Engineering Services Budget		
Service	Budget	
Topographic Survey	Lump Sum:	\$4,500
Traffic Control	Lump Sum:	\$1,500
Geotechnical Exploration and Materials Report	Lump Sum:	\$10,500
ALDOT Permitting & Plan Preparation	Lump Sum:	\$25,000
Bid Documents and Bidding Phase	Lump Sum:	\$2,500
Construction Engineering and Inspection	Lump Sum:	\$25,000

We appreciate the opportunity to submit this proposal for the proposed project and look forward to working with you. If you have any questions regarding this proposal, please contact us at your convenience.

Respectfully submitted,


W. Taz Morell, PE/PLS
President

WTM/chs

Attachment: Consulting and Services Agreement



CONSULTING AND SERVICE AGREEMENT – MORELL ENGINEERING, INC.

THIS AGREEMENT is made as of the _____ day of _____, 20____
between _____ and Morell Engineering, Inc.
(Client)

1. **Interpretation.** In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of the attachment shall govern.
2. **Services.** Morell Engineering, Inc. agrees to perform for Client the services listed in the proposal attached hereto and executed by both Morell Engineering, Inc. and Client.
3. **Payment.** Client agrees to pay Morell Engineering, Inc. for services in accordance with the schedule contained in proposal attached hereto and executed by both Client and Morell Engineering, Inc.
4. **Billing.** Client shall pay the amounts agreed to herein upon receipt of invoices which shall be sent by Morell Engineering, Inc. on a monthly basis. Failure to pay by the first day of the month following the invoice date will result in a late fee. Said late fee will accrue at the rate of 1.5% per month. This 1.5% is calculated upon the outstanding balance. It is the understanding of all parties that the payments are due 30 days from the date of the invoice.
5. **Independent Contractor.** Morell Engineering, Inc. is an independent contractor and is not an employee of the Client. Client is hereby contracting with Morell Engineering, Inc. to perform the services set out in the proposal attached. Morell Engineering, Inc. reserves the right to determine the method, manner and mean by which the services will be performed. The order or sequence of the work shall be under the control of Morell Engineering, Inc.
6. **Termination.** Morell Engineering, Inc.'s services cannot be terminated or canceled short of completion of the services agreed upon except for Morell Engineering, Inc.'s failure to perform the contract's specification as required hereunder. Conversely, subject to Client's obligation to make full and timely payment(s) for Morell Engineering, Inc.'s services, Morell Engineering, Inc. shall be obligated to complete the services agreed upon and shall be liable for non-performance of the services to the extent and as provided in this agreement.
7. **Client Representative.** _____ shall represent the Client during the performance of this contract with respect to the services as defined herein and has authority to execute written modifications or additions to this contract.
8. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Alabama.
9. **Limited Warranty.** Morell Engineering, Inc. warrants to Client that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an exhibit and must be executed by both parties. Morell Engineering, Inc. makes no other warranties, whether written, oral or implied, including without limitation, warranty of fitness for purpose or merchantability. In no event, shall Morell Engineering, Inc. be liable for special or consequential damages, either in contract or tort,

whether or not the possibility of such damages have been disclosed to Morell Engineering, Inc. or could have been reasonably foreseen by Morell Engineering, Inc.

10. **Scope of Agreement.** If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

11. **Additional Work.** After receipt of an order that adds to the services, Morell Engineering, Inc. may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Client agrees to pay Morell Engineering, Inc. for such action and expenditure as set forth in this Agreement for payments related to services.

12. **Notices.** Notices sent to Morell Engineering, Inc should be sent to 711 E. Hobbs Street, Athens, AL 35611. Notices sent to the Client should be sent to :

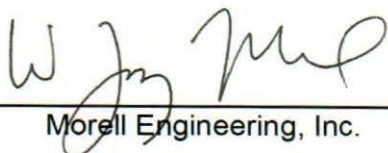
13. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition of assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors, and assigns of the parties hereto.

14. **Default.** In the event of a default under this Agreement by Client as to any duty, warranty, or undertaking owed to Morell Engineering, Inc., which default results in efforts by Morell Engineering, Inc. to remedy same (whether or not a lawsuit is filed), Client shall pay, in addition to such other sum as may be due under this Agreement, all costs and expenses of such efforts, including, but not limited to, reasonable attorneys' fees.

15. **Complete Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Morell Engineering, Inc. by any of its employees or agents, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

(Client)



Morell Engineering, Inc.

**WILSON MORGAN PARK ACCESS IMPROVEMENTS
(REMOVAL OF FRONTAGE RD)**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
206D-000	REMOVING PIPE	100	LIN FT	\$ 30.00	\$ 3,000.00
206D-002	REMOVING CURB	2000	LIN FT	\$ 15.00	\$ 30,000.00
210A-000	UNCLASSIFIED EXCAVATION	2000	CU YD	\$ 25.00	\$ 50,000.00
210D-001	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)	500	CU YD	\$ 30.00	\$ 15,000.00
327A-020	PLANT MIX BITUMINOUS BASE, MIX 1	300	TON	\$ 110.00	\$ 33,000.00
405A-000	TACK COAT	475	GAL	\$ 7.00	\$ 3,325.00
424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	100	TON	\$ 130.00	\$ 13,000.00
424B-651	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	150	TON	\$ 125.00	\$ 18,750.00
424B-681	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	300	TON	\$ 125.00	\$ 37,500.00
530A-001	18" ROADWAY PIPE (CLASS 3 R.C.)	64	LIN FT	\$ 200.00	\$ 12,800.00
533A-097	15" STORM SEWER PIPE (CLASS 3 R.C.)	100	LIN FT	\$ 175.00	\$ 17,500.00
600A-000	MOBILIZATION	1	LS	\$ 30,000.00	\$ 30,000.00
614A-000	SLOPE PAVING	50	CU YD	\$ 750.00	\$ 37,500.00
620A-000	MINOR STRUCTURE CONCRETE	1	CU YD	\$ 2,000.00	\$ 2,000.00
621A-011	JUNCTION BOXES, TYPE 1 OR 1P	4	EACH	\$ 4,000.00	\$ 16,000.00
621C-015	INLETS, TYPE S1 OR S3 (1 WING)	2	EACH	\$ 5,500.00	\$ 11,000.00
623A-001	CONCRETE GUTTER (VALLEY)	300	LIN FT	\$ 40.00	\$ 12,000.00

**WILSON MORGAN PARK ACCESS IMPROVEMENTS
(REMOVAL OF FRONTAGE RD)**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
623C-000	COMBINATION CURB & GUTTER, TYPE C	800	LIN FT	\$ 30.00	\$ 24,000.00
650A-000	TOPSOIL	800	CU YD	\$ 35.00	\$ 28,000.00
654A-001	SOLID SODDING (BERMUDA)	4750	SQ YD	\$ 8.00	\$ 38,000.00
665A-000	TEMPORARY SEEDING	1	ACRE	\$ 2,000.00	\$ 2,000.00
665B-001	TEMPORARY MULCHING	2	TON	\$ 500.00	\$ 1,000.00
665J-002	SILT FENCE	1500	LIN FT	\$ 5.00	\$ 7,500.00
665O-001	SILT FENCE REMOVAL	1500	LIN FT	\$ 2.00	\$ 3,000.00
665P-005	INLET PROTECTION, STAGE 3 OR 4	10	EACH	\$ 500.00	\$ 5,000.00
665Q-002	WATTLE	500	LIN FT	\$ 10.00	\$ 5,000.00
680A-001	GEOMETRIC CONTROLS	1	LS	\$ 10,000.00	\$ 10,000.00
701B-207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	200	LIN FT	\$ 3.50	\$ 700.00
701E-000	SOLID TEMPORARY TRAFFIC STRIPE	600	LIN FT	\$ 4.00	\$ 2,400.00
701G-253	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	600	LIN FT	\$ 5.00	\$ 3,000.00
701G-265	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	200	LIN FT	\$ 1.50	\$ 300.00
703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	120	SQ FT	\$ 8.50	\$ 1,020.00
703B-002	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	80	SQ FT	\$ 8.50	\$ 680.00
705A-030	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	30	EACH	\$ 8.50	\$ 255.00
710A-164	CLASS 10, ALUMINUM FLAT SIGN PANELS (TYPE XI BACKGROUND, FLUORESCENT)	8	SQ FT	\$ 25.00	\$ 200.00

**WILSON MORGAN PARK ACCESS IMPROVEMENTS
(REMOVAL OF FRONTAGE RD)**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
710A-171	CLASS 4, ALUMINUM FLAT SIGN PANELS (TYPE IV BACKGROUND)	6	SQ FT	\$ 25.00	\$ 150.00
710B-021	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL)	30	LIN FT	\$ 20.00	\$ 600.00
711A-000	ROADWAY SIGN RELOCATION	1	LS	\$ 500.00	\$ 500.00
740B-000	CONSTRUCTION SIGNS	250	SQ FT	\$ 10.00	\$ 2,500.00
740D-000	CHANNELIZING DRUMS	100	EACH	\$ 35.00	\$ 3,500.00
740E-000	CONES (36 INCHES HIGH)	50	EACH	\$ 30.00	\$ 1,500.00
740F-002	BARRICADES, TYPE III	8	EACH	\$ 300.00	\$ 2,400.00
CONSTRUCTION TOTAL				\$	485,580.00
DESIGN AND PERMIT				\$	25,000.00
PROJECT TOTAL (OVERALL CONSTRUCTION + DESIGN AND PERMIT)				\$	510,580.00

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 17, 2025

SUBMITTED BY: Gloria Robertson, Engineering Department

ITEM TYPE: Agreement - Financial

AGENDA SECTION: RESOLUTIONS:

SUBJECT: Resolution No. 25-026: Approve Agreement with Grayson Carter & Son Contracting Inc for 6th Avenue Roadwork Improvements

FINANCIAL IMPACT: Funding Source: 2021-B Bond Fund and TAP grant

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_25-026_6th_Ave_Improvements_Roadway_Work__Grayson_Carter_&_Son.pdf](#)
[6th Ave Decatur TAP Project Proposal.pdf](#)
[6th Ave Access Project Proposal.pdf](#)

RESOLUTION NO. 25-026

Approve Agreement with Grayson Carter & Son Contracting, Inc.
6th Avenue Roadwork Improvements

BE IT RESOLVED BY THE CITY COUNCIL OF DECATUR, MORGAN COUNTY, IN THE STATE OF ALABAMA, with the recommendation of the Director of Department of Development, Dane Shaw, that the attached agreement with Grayson Carter & Son Contracting, Inc. for the roadway work for the 6th Avenue improvements, is hereby approved:

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the attached agreement on behalf of the City with Grayson Carter & Son Contracting, Inc. The cost shall be \$8,073,472.83. Funding was previously approved via Res 21-298, a TAP grant and city match (\$918,901.00). The remaining cost of this agreement shall be funded by the 2021-B bond funds (\$7,154,571.83). Expense will be recorded in Project CP00009.

Approved this 17th day of February, 2025.

PROPOSAL

FOR THE CONSTRUCTION OF FEDERAL AID

PROJECT No. **TAPAA-TA22(905)****CITY OF DECATUR****MORGAN COUNTY, ALABAMA**DATE: January 28, 2025TIME : 10 : 00 MPROPOSAL OF Grayson Carter & Son Contracting, Inc.
(Name of Bidder)LICENSE No. 41675 OF 146 Roy Long Rd W Athens, AL 35611
(Not Required to Bid) (Address)for constructing **the****SIDEWALK IMPROVEMENTS ALONG SR-3(US-31) 6TH AVENUE**in the **City of Decatur**, County of **Morgan**, State of Alabama.

The plans are composed of drawings identified as

follows: FEDERAL AID PROJECT No. **TAPAA-TA22(905)**

The specifications are hereto attached.

TO THE **MAYOR** OF THE **CITY OF Decatur**, ALABAMA:

SIR: The following proposal is made on behalf of the undersigned and no others. Submittal of this bid on these COMPLETE ORIGINAL DOCUMENTS furnished by the owner constitutes evidence of authority for the undersigned to bid on this project.

The undersigned has carefully examined the plans for this project, the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, including the special provisions hereto attached, and has also personally examined the site of work. On the basis of the specifications and plans the undersigned proposes to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all material in the manner specified.

The undersigned further agrees to complete the entire project in **540** calendar days. MBE/DBE participation is encouraged; however, no specific MBE/DBE goals have been established for this project.

The undersigned understands that the quantities below are approximate only and are subject to either increase or decrease and hereby proposes to perform any increased or decreased quantities of work in accordance with said Specifications. The undersigned further understands and specifically agrees that in making this proposal, in case of error in the extension of prices in the bid, unit prices will govern.

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
<u>No. 1</u>	<u>1/17/25</u>	_____	_____
<u>No. 2</u>	<u>1/24/25</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned understands and agrees that the above-listed Addenda are made, by reference, a part of this proposal document, the same as if they had been originally included herein.

In accordance with DIVISION 100 of the specifications, unless modified by special provisions included herein, the timetable for the award and execution of the contract, return of bid guaranties, and issuance of a work order ("Notice to Proceed") will be generally as follows (see specifications and special provisions for further details):

BID GUARANTIES RETURNED

Successful Bidder.

Next 2 Lowest Bidders . . .

All others

AWARD OF CONTRACT

EXECUTION OF CONTRACT .

APPROVAL OF CONTRACT. . .

WORK ORDER ISSUED

TIME CHARGES BEGIN.

After contract & bonds executed and approved. May be allowed to substitute bond for check after 30 days after bid opening.

15 days after bid opening, or after successful bidder's contract and bonds approved if before the 15 days.

After bids tabulated and checked.

Within **30 days** after bid opening, or later if agreed to.

Contractor must execute within **15 days** after presentation for signature. May be extended no more than 5 days by owner.

Owner approves within **20 days** after presentation by contractor, unless contractor agrees to a longer period.

Within **15 days** after approval and execution of contract by owner. May be extended by agreement.

Within **15 days** of issuance of Work Order, or when work begins, whichever occurs first.

Any allowable extensions made in this timetable are to be made in writing.

CONTRACT SCHEDULE

WITH SPECIAL REGARD TO SPECIFICATION SECTION 102.06, "PREPARATION OF PROPOSAL", **AS REVISED BY THE SPECIAL PROVISIONS**, THE FOLLOWING REPRESENTS THE BIDDER'S SCHEDULE OF CONTRACT UNIT PRICES FOR THIS PROPOSAL (bidder to complete below):

PROJECT NO. TAPAA-TA22(905) BID TABULATION City of Decatur 6th Avenue Access and Traffic Signal Improvements 1/29/2025						
LINE NO.	TOTAL QTY	ITEM NO	UNIT	DESCRIPTION	CONTRACTOR UNIT PRICE	CONTRACTOR TOTAL PRICE
1	4696	206C000	SY	REMOVING CONCRETE SIDEWALK	\$ 29.78	\$ 139,846.88
2	738	206C010	SY	REMOVING CONCRETE DRIVEWAY	\$ 34.70	\$ 25,608.60
3	2764	206D002	LF	REMOVING CURB	\$ 34.33	\$ 94,888.12
4	100	206D003	LF	REMOVING CURB AND GUTTER	\$ 32.05	\$ 3,205.00
5	12	206E042	EA	REMOVING INLETS (PARTIAL)	\$ 2,432.54	\$ 29,190.48
6	200	210A000	CY	UNCLASSIFIED EXCAVATION	\$ 45.07	\$ 9,014.00
7	50	210D001	CY	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)	\$ 94.26	\$ 4,713.00
8	47	214A000	CY	STRUCTURE EXCAVATION	\$ 76.21	\$ 3,581.87
9	18	214B001	CY	FOUNDATION BACKFILL, COMMERCIAL	\$ 39.74	\$ 715.32
10	981	305B078	TN	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	\$ 56.12	\$ 55,053.72
11	62	530A001	LF	18" ROADWAY PIPE (CLASS 3 R.C.)	\$ 175.76	\$ 10,897.12
12	1	600A000	LS	MOBILIZATION	\$ 1,251,671.06	\$ 1,251,671.06
13	4728	618A002	SY	CONCRETE SIDEWALK, 4" THICK (INCLUDES BRICK PAVER)	\$ 126.77	\$ 599,368.56
14	918	618B003	SY	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	\$ 99.79	\$ 91,807.22
15	799	618C001	SY	DETECTABLE WARNING SURFACE	\$ 44.00	\$ 35,156.00
16	819	618D000	SY	CURB RAMP	\$ 440.00	\$ 360,360.00
17	1	620A000	CY	MINOR STRUCTURE CONCRETE	\$ 3,503.90	\$ 3,503.90
18	3	621A057	EA	JUNCTION BOXES, TYPE PARTIAL	\$ 3,740.00	\$ 11,220.00
19	1	621C001	EA	INLETS, TYPE B	\$ 3,740.00	\$ 3,740.00
20	4	621C015	EA	INLETS, TYPE S1 OR S3 (1 WING)	\$ 3,740.00	\$ 14,960.00
21	9	621C094	EA	INLETS, TYPE S1 OR S3 (PARTIAL)	\$ 3,410.00	\$ 30,690.00
22	1	621D001	EA	INLET UNITS, TYPE B	\$ 3,740.00	\$ 3,740.00
23	4	621D015	EA	INLET UNITS, TYPE S1 OR S3	\$ 3,740.00	\$ 14,960.00
24	887	623B120	LF	CONCRETE CURB, (TYPE SPECIAL)	\$ 27.50	\$ 24,392.50
25	2715	623B121	LF	CONCRETE CURB, TYPE A (MODIFIED)	\$ 27.50	\$ 74,662.50
26	354	623C003	LF	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	\$ 27.50	\$ 9,735.00
27	1	665A000	AC	TEMPORARY SEEDING	\$ 3,808.09	\$ 3,808.09
28	3	665B001	TN	TEMPORARY MULCHING	\$ 1,269.36	\$ 3,808.08
29	200	665G000	EA	SAND BAGS	\$ 27.07	\$ 5,414.00
30	44	665P005	EA	INLET PROTECTION, STAGE 3 OR 4	\$ 772.96	\$ 34,010.24
31	200	665Q002	LF	WATTLE	\$ 20.65	\$ 4,130.00
32	1000	674A000	LF	CONSTRUCTION SAFETY FENCE	\$ 6.33	\$ 6,330.00
33	1	680A001	LS	GEOMETRIC CONTROLS	\$ 79,458.67	\$ 79,458.67
34	1	698A000	LS	CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO \$10,000)	\$ 0.01	\$ 0.01
35	759	740B000	SF	CONSTRUCTION SIGNS	\$ 11.00	\$ 8,349.00
36	300	740D000	EA	CHANNELIZING DRUMS	\$ 60.50	\$ 18,150.00
37	250	740E000	EA	CONES (36 INCHES HIGH)	\$ 44.00	\$ 11,000.00
38	6	740F001	EA	BARRICADES, TYPE II	\$ 504.44	\$ 3,026.64
39	15	740F002	EA	BARRICADES, TYPE III	\$ 614.44	\$ 9,216.60
40	250	740M001	EA	BALLAST FOR CONE	\$ 16.50	\$ 4,125.00
41	1	741C010	EA	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	\$ 5,940.00	\$ 5,940.00
TOTAL						\$ 3,103,247.18

**LOCAL PUBLIC AGENCY
FEDERAL-AID FUNDED PROJECTS**

PLEASE READ AND COMPLETE SECTIONS A AND B. THE EXECUTION HEREINAFTER MADE ALSO CONSTITUTES THE EXECUTION OF THE PROPOSAL AND REPRESENTS THE AGREEMENT OF THE CONTRACTOR TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THE PROPOSAL AND THOSE REFERRED TO THEREIN. FAILURE TO SUBMIT THE SWORN CERTIFICATION THROUGH PAGE 6 OF THIS NOTICE WILL BE CONSIDERED A NON-RESPONSIVE BID. BID BOND MUST BE SEPARATELY EXECUTED BY CONTRACTOR AND SURETY.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1.) Withholding monthly progress payments;
- (2.) Assessing sanctions; and/or
- (3.) Disqualifying the contractor from future bidding as non-responsive.

The Statement Required To Be Submitted By Proposed Contractor Pursuant To Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) and Regulations in 41 CFR Part 60-4 On All Federal and Federally-Assisted Contracts In Excess of \$10,000 Will Be Included In the Award of Your Contract and Should Be Returned With Your Executed Contract.

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

The undersigned understands that in the event the term of this contract includes more than one fiscal year, said contract is subject to termination should funds not be appropriated for the continued payment of the contract in subsequent fiscal years.

The undersigned understands that in the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

Section A: The Alabama Department of Transportation is obligated on every Federal-aid project to implement, to the extent practical, 49CFR26, "Participation by Disadvantaged Business Enterprises (DBE) in U.S. DOT Financial Programs". This participation can be achieved by race neutral and/or race conscious means.

When race conscious means are used the contract goal for DBE participation will be indicated on Page Two of the Proposal Cover Sheet and in Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction. Race neutral participation occurs when the contractor exceeds the indicated contract goal, or in the absence of a contract goal, obtains participation from a certified DBE that meets the CREDIT TOWARD PARTICIPATION portion of Section 111 of the Alabama Department of Transportation Standard Specifications for Highway Construction.

If the Department has determined that this project has sufficient opportunities for MBE/DBE participation the goal for this contract will be listed on Page Two of the Proposal Cover Sheet.

All bidders must complete form HR-DBE, "BIDDERS LIST OF QUOTERS FOR THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM."

If the contractor is low bidder for the project, it is understood the contractor will provide a DBE Utilization Plan which outlines the proposed percentage of DBE Utilization within five (5) calendar days of the letting date, along with documentation of the contractor's "Good Faith" efforts to utilize DBE firms if the proposed percentage of utilization is less than the designated project goal. The contractor's good faith efforts will fully comply with and meet all requirements, provisions and criteria of Title 49, Code of Federal Regulations, Part 26, including the criteria set forth in 49 CFR, Part 26, Appendix A and will comply with and meet the requirements, provisions and criteria set forth in Section 111 of the Alabama Department of Transportation

Standard Specifications for Highway Construction as all of such foregoing requirements, provisions and criteria are applicable to Disadvantaged Business Enterprises, all of which the contractor represents that he is familiar. The contractor understands that the good faith efforts of the contractor will be reviewed by the Department in keeping with all such requirements, provisions and criteria.

NOTE

The Department will advise the low bidder of his status as soon as possible after the opening of bids. A copy of the Department's DBE Utilization form has been attached to this proposal for use in complying with the Requirement.

Failure by the successful bidder to provide an acceptable DBE Utilization plan within the time frame required or failure of the successful bidder to make and document Good Faith Efforts, when applicable, will result in non-award of the contract to that bidder. If the contract is awarded to the next low bidder, the original low bidder will be prohibited from doing any work on the contract, either as subcontractor or in any other capacity. The original low bidder will also be prohibited from bidding on the project if it is re-advertised for letting. These restrictions shall apply to any other name under which the same person, individual, partnership, company, firm, corporation, association, co-operative or other legal entity that may be operating in which the principal owner(s) is involved.

Section B: CONTRACTOR'S CERTIFICATION

The contractor proposes to perform all "Force Account of Extra Work" that may be required on the basis provided in the Specifications hereto attached, and to give such work personal attention in order to see that it is economically performed.

The contractor further proposes to execute the Contract Agreement in a form to be attached as soon as the work is awarded to the contractor and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The contractor also proposes to furnish a Performance Bond, acceptable to the State, in an amount equal to the total amount of the contract. This bond shall serve not only to guarantee the completion of the work but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. The contractor will also furnish a materialsman bond, acceptable to the State, equal to the amount of the contract.

The contractor encloses a cashier's check or bid bond for five percent (5%) of the bid, maximum \$50,000.00, and hereby agrees that in case of failure to execute a contract and furnish bonds within fifteen (15) days* after notice of award, the awarding authority shall retain from the proposal guaranty, if it is a cashier's check, or recover from the principal and/or the sureties, if the guaranty is a bid bond, the difference between the amount of the Contract as awarded and the amount of the proposal of the next lowest acceptable bidder, which amount shall not exceed \$50,000.00.

If no other bids are received, the full amount of the proposal guaranty shall be so retained and/or recovered as Liquidated Damages for such default. It is understood that in case the work is not awarded to the contractor, the proposal guaranty, if a cashier's check, will be returned as provided in the Alabama Department of Transportation Standard Specifications for Highway Construction.

In compliance with State of Alabama Act 2016-312, the contractor further certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

1. DISADVANTAGED BUSINESS ENTERPRISES

The contractor intends to comply with the contract documents to utilize Disadvantaged Business Enterprises (hereinafter referred to at times as (DBE)) to the extent practical and when, under Section A herein above, the contract documents specify a minimum monetary amount to be expended with Disadvantaged Business Enterprises, to equal or exceed said amount through subcontracting and/or by purchases of materials and services on the project.

*Time may be modified by Special Provision.

It is understood that failure to submit a Disadvantaged Business Enterprise Plan, when such is required by the contract within the time frame so specified, will be cause for assessment of penalties as provided in the contract.

It is further understood that failure to comply with the contract relating to Disadvantaged Business Enterprises, when such are applicable, will be cause for the assessment of penalties as provided in the contract.

2. REQUIREMENT BY THE EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS OF THE SECRETARY OF LABOR (41 CFR 60-1.7(b) (1))

THE CONTRACTOR MUST CHECK THE APPROPRIATE BOX BELOW:

The contractor submitting this proposal certifies that such contractor

HAS / ☒ / HAS NOT / ☐ /

participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114 or 11246.

If the contractor checked the "HAS" box above, the following statement must be completed. The contractor submitting this proposal certifies that such contractor

HAS / ☒ / HAS NOT / ☐ /

filed with the Joint Reporting Committee, the director of OFCC, any Federal Agency or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements of those organizations. All reports due are considered to be those requested by one of these committees or agencies.

Concurrently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and who have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the director, Office of Federal Contract Compliance, U. S. Department of Labor.

3. COLLUSION

It is further certified that neither the person, firm, partnership or corporation submitting this bid, nor any of their officers, have directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

4. SUSPENSION/DEBARMENT

A. Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal" and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion/Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph of this

certification; and have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. For Lower-Tier Requirements, see Section XI of "Required Contract Provisions Federal-Aid Construction Contracts" located in the proposal.

Exceptions to the above are to be submitted on a separate sheet with the bid proposal. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5. LOBBYING RESTRICTIONS

These restrictions were established by Section 319 of Public Law 101-121 Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990).

The contractor certifies to the best of his/her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of congress, an officer or employee of Congress or an employee of a Member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The contractor also agrees by submitting this proposal that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

I further certify that I am a properly authorized individual or corporate official, as applicable, to make this certification that the above is true and correct; and that I recognize, by signing this certification, I am also signing the contract proposal on behalf of the contractor in whose name the proposal is made, whether individual, partnership, or corporation as might be applicable.

NOTE: PROVIDED THE BID BOND ON THE FOLLOWING TWO PAGES IS PROPERLY EXECUTED IN THE CONTRACTOR'S NAME, SIGNED BY AN AUTHORIZED OFFICER OF THE CONTRACTOR CORPORATION (OR INDIVIDUAL OR PARTNER, WHEN NOT A CORPORATION), THE SAME MAY MAKE THE FOREGOING CERTIFICATIONS BY SIGNING BEFORE A PROPERLY SWORN NOTARY PUBLIC. THE CERTIFICATIONS MUST BE PROPERLY SWORN TO, SIGNED AND NOTARIZED BELOW.

Signature of Contractor. If the contractor is an **INDIVIDUAL**, signature of the individual is required; if contractor is a **CORPORATION**, signature of proper corporate officer is required; if contractor is a **PARTNERSHIP**, signature of partner is required; if contractor is **JOINT VENTURE**, appropriate signatures of all contractors are required.

Legal name of Contractor:

Grayson Carter & Son Contracting, Inc.

(Partnership, Joint Venture, Corporation or Individual)

By:

GC

(Signature of Officer or Individual, as applicable)

By:

IF JOINT VENTURE (Signature of Officers or Individual, as applicable)

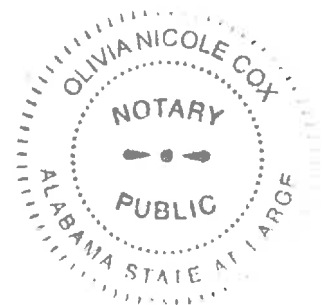
The foregoing certifications are sworn to and subscribed before me on this

7th day of February, 2025.

Olivia Nicole Cox
NOTARY PUBLIC

AWARD WILL NOT BE CONFERRED UNLESS THIS FORM IS COMPLETED AND SIGNED AND WITNESSED BY A NOTARY.

My Commission Expires
June 20, 2027



PROPOSAL FORM

TO: City of Decatur
Purchasing Department, 3rd Floor
402 Lee Street, NE
Decatur, Alabama 35601

BIDDER: Grayson Carter & Son Contracting, Inc

OWNERS: City of Decatur, Alabama

PROJECT: **6th Avenue Access Management and Traffic Signal Improvements**

The BIDDER in compliance with the INSTRUCTIONS TO BIDDERS having received the Plans and Specifications for the PROJECT, and having received, read, and taken into account all ADDENDA as follows: (List number and dates of each Addendum) Addendum No. 1
1/17/25 Addendum No. 2 - 1/24/25

and having inspected the site(s) and the conditions affecting and governing the accomplishment of the PROJECT, the undersigned proposes to furnish all materials and perform all labor, as specified to complete the base bid and any alternate bid(s) for the following:

SEE ATTACHED BID TABULATION

CITY PROJECT BID TABULATION						
City of Decatur						
6th Avenue Access and Traffic Signal Improvements						
1/29/2025						
LINE NO.	TOTAL QTY	ITEM NO	UNIT	DESCRIPTION	CONTRACTORS UNIT PRICE	CONTRACTORS TOTAL PRICE
1	736	206C002	SY	REMOVING CONCRETE SLOPE PAVING	\$ 33.87	\$ 24,928.32
2	806	210A000	CY	UNCLASSIFIED EXCAVATION	\$ 50.38	\$ 40,606.28
3	250	210D001	CY	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)	\$ 94.25	\$ 23,562.50
4	400	305B078	TN	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	\$ 77.57	\$ 31,028.00
5	3311	405A000	GA	TACK COAT	\$ 4.90	\$ 16,223.90
6	38720	408B001	SY	MICRO-MILLING EXISTING PAVEMENT(APPROXIMATELY 1.10" THRU 2.00" THICK)	\$ 2.70	\$ 104,544.00
7	3191	424A360	TN	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	\$ 131.64	\$ 420,063.24
8	22	424B650	TN	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	\$ 291.09	\$ 6,403.98
9	264	424B655	TN	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	\$ 212.40	\$ 56,073.60
10	22	424B680	TN	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	\$ 291.09	\$ 6,403.98
11	251	424C360	TN	SUPERPAVE BITUMINOUS CONCRETE BASE LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	\$ 223.12	\$ 56,003.12
12	247	614A000	CY	SLOPE PAVING	\$ 701.27	\$ 173,213.69
13	853	618C001	SF	DETECTABLE WARNING SURFACE	\$ 44.00	\$ 37,532.00
14	2749	623B012	LF	CONCRETE CURB, TYPE N (MODIFIED)	\$ 27.50	\$ 75,597.50
15	1200	654A005	SY	SOLID SODDING (EMERALD ZOYSIA)	\$ 13.20	\$ 15,840.00
16	479	660A000	CY	PLANT TOPSOIL	\$ 55.00	\$ 26,345.00
17	694	660C048	EA	SHRUBS, ILEX VOMITORIA NANA (DWARF YAUPON HOLLY)	\$ 49.50	\$ 34,353.00
18	1800	660C074	EA	SHRUBS, LIRIOPE MUSCARI (BIG BLUE LIRIOPE)	\$ 2.75	\$ 4,950.00
19	881	660C150	EA	SHRUBS, PENNisetum ALOPECUROIDES 'HAELIN' (FOUNTAIN GRASS)	\$ 41.25	\$ 36,341.25
20	632	660C195	EA	SHRUBS, MUHLENBERGIA CAPILLARIS (PINK MUHLY GRASS)	\$ 41.25	\$ 26,070.00
21	83	660C201	EA	SHRUBS, ANNUAL/PERENNIAL SEASONAL COLOR	\$ 4.57	\$ 379.31
22	588	660C269	EA	SHRUBS, RAPHIOLEPSIS INDICA "SNOW WHITE" (SNOW WHITE DWARF INDIAN HAWTHORN)	\$ 49.50	\$ 29,106.00
23	67	660C270	EA	SHRUB, ROSA MEIDRIFORA "CORAL DRIFT", (CORAL DRIFT ROSE)	\$ 63.25	\$ 4,237.75
24	58	660C500	EA	SHRUBS, SALVIA YANGII, (LITTLE SPIRE)	\$ 49.50	\$ 2,871.00
25	421	660C501	EA	SHRUBS, YUCCA FILAMENTOSA, (COLOR GUARD)	\$ 49.50	\$ 20,839.50
26	8	660D045	EA	TREES, LAGERSTROEMIA INDICA (CREPE MYRTLE, RED)	\$ 550.00	\$ 4,400.00
27	10	660D094	EA	TREES, QUERCUS PHELLOS (WILLOW OAK)	\$ 453.75	\$ 4,537.50
28	9	660D138	EA	TREES, ZELKOVA SERRATA 'GREEN VASE' ('GREEN VASE' ZELKOVA)	\$ 412.50	\$ 3,712.50
29	36	660D500	EA	TREES, ILEX X 'CONAF' (OAK LEAF HOLLY)	\$ 82.50	\$ 2,970.00
30	382	660J000	CY	PLANT MULCH	\$ 55.00	\$ 21,010.00
31	1	665A000	AC	TEMPORARY SEEDING	\$ 4,285.30	\$ 4,285.30
32	3	665B001	TN	TEMPORARY MULCHING	\$ 1,428.43	\$ 4,285.29
33	200	665G000	EA	SAND BAGS	\$ 29.47	\$ 5,894.00
34	44	665P005	EA	INLET PROTECTION, STAGE 3 OR 4	\$ 524.78	\$ 23,089.44
35	200	665Q002	LF	WATTLE	\$ 37.96	\$ 7,592.00
36	1000	674A000	LF	CONSTRUCTION SAFETY FENCE	\$ 6.89	\$ 6,890.00
37	2	701A227	MI	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	\$ 7,260.00	\$ 14,520.00
38	2	701A230	MI	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	\$ 7,260.00	\$ 14,520.00
39	2	701A239	MI	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	\$ 4,840.00	\$ 9,680.00
40	3638	701B207	LF	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	\$ 4.40	\$ 16,007.20
41	8	701C000	MI	BROKEN TEMPORARY TRAFFIC STRIPE	\$ 1,925.00	\$ 15,400.00
42	11	701C001	MI	SOLID TEMPORARY TRAFFIC STRIPE	\$ 1,925.00	\$ 21,175.00
43	4	701D007	MI	SOLID TRAFFIC STRIPE REMOVED (PAINT)	\$ 7,700.00	\$ 30,800.00
44	2	701D014	MI	BROKEN TRAFFIC STRIPE REMOVED (PAINT)	\$ 4,620.00	\$ 9,240.00
45	10714	701F000	LF	DOTTED TEMPORARY TRAFFIC STRIPE	\$ 4.40	\$ 47,141.60
46	3638	701H010	LF	DOTTED TRAFFIC STRIPE REMOVED (PAINT)	\$ 4.95	\$ 18,008.10
47	7399	703A002	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	\$ 11.00	\$ 81,389.00
48	829	703B002	SF	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	\$ 11.00	\$ 9,119.00
49	7399	703C000	SF	REMOVAL OF EXISTING TRAFFIC CONTROL MARKINGS OR LEGENDS (PAINT)	\$ 11.00	\$ 81,389.00
50	22196	703D001	SF	TEMPORARY TRAFFIC CONTROL MARKINGS	\$ 6.60	\$ 146,493.60
51	265	705A030	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	\$ 9.90	\$ 2,623.50
52	20	705A032	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	\$ 9.90	\$ 198.00
53	10	705A038	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	\$ 9.90	\$ 99.00
54	1	709A000	EA	MILEPOST, TYPE A	\$ 825.00	\$ 825.00
55	1	709B000	EA	MILEPOST RESET	\$ 330.00	\$ 330.00
56	279	710A160	SF	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	\$ 33.00	\$ 9,207.00
57	728	710B021	LF	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL)	\$ 17.60	\$ 12,812.80
58	1	710C000	LS	REMOVAL OF EXISTING ROADWAY SIGNS	\$ 2,750.00	\$ 2,750.00
59	1	711A000	LS	ROADWAY SIGN RELOCATION	\$ 7,315.00	\$ 7,315.00

CITY PROJECT BID TABULATION City of Decatur 6th Avenue Access and Traffic Signal Improvements							1/29/2025
LINE NO.	TOTAL QTY	ITEM NO	UNIT	DESCRIPTION	CONTRACTORS UNIT PRICE	CONTRACTORS TOTAL PRICE	
60	1	730A000	LS	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (6TH AVE NE AT PROSPECT DR SE)	\$ 3,300.00	\$ 3,300.00	
61	1	730A001	LS	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (6TH AVE NE AT GORDON DR SE)	\$ 3,300.00	\$ 3,300.00	
62	1	730A002	LS	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (6TH AVE NE AT JACKSON ST)	\$ 3,300.00	\$ 3,300.00	
63	1	730A003	LS	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (6TH AVE NE AT GRANT ST)	\$ 3,300.00	\$ 3,300.00	
64	1	730A004	LS	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (6TH AVE NE AT JOHNSTON ST)	\$ 3,300.00	\$ 3,300.00	
65	1	730A005	LS	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (6TH AVE NE AT MOULTON ST)	\$ 3,300.00	\$ 3,300.00	
66	1	730A006	LS	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (6TH AVE NE AT LEE ST)	\$ 3,300.00	\$ 3,300.00	
67	1	730C000	LS	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (6TH AVE NE AT GORDON DR SE)	\$ 13,200.00	\$ 13,200.00	
68	1	730C001	LS	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (6TH AVE NE AT GRANT ST)	\$ 13,200.00	\$ 13,200.00	
69	1	730C002	LS	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (6TH AVE NE AT MOULTON ST)	\$ 13,200.00	\$ 13,200.00	
70	1	730C003	LS	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (6TH AVE NE AT LEE ST)	\$ 13,200.00	\$ 13,200.00	
71	11	730E000	EA	METAL TRAFFIC SIGNAL POLE FOUNDATION (4.5' DIAMETER)	\$ 6,050.00	\$ 66,550.00	
72	1	730E001	EA	METAL TRAFFIC SIGNAL POLE FOUNDATION (5' DIAMETER)	\$ 6,600.00	\$ 6,600.00	
73	1	730G000	EA	METAL TRAFFIC SIGNAL POLE WITH 35' MAST ARM ASSEMBLY	\$ 24,750.00	\$ 24,750.00	
74	1	730G001	EA	METAL TRAFFIC SIGNAL POLE WITH 40' MAST ARM ASSEMBLY	\$ 28,600.00	\$ 28,600.00	
75	3	730G002	EA	METAL TRAFFIC SIGNAL POLE WITH 50' MAST ARM ASSEMBLY	\$ 40,150.00	\$ 120,450.00	
76	2	730G003	EA	METAL TRAFFIC SIGNAL POLE WITH 55' MAST ARM ASSEMBLY	\$ 43,450.00	\$ 86,900.00	
77	1	730G004	EA	METAL TRAFFIC SIGNAL POLE WITH 60' MAST ARM ASSEMBLY	\$ 46,750.00	\$ 46,750.00	
78	1	730G005	EA	METAL TRAFFIC SIGNAL POLE WITH 45' MAST ARM ASSEMBLY & 50' MAST ARM ASSEMBLY	\$ 58,850.00	\$ 58,850.00	
79	2	730G006	EA	METAL TRAFFIC SIGNAL POLE WITH 50' MAST ARM ASSEMBLY & 50' MAST ARM ASSEMBLY	\$ 59,950.00	\$ 119,900.00	
80	1	730G007	EA	METAL TRAFFIC SIGNAL POLE WITH 50' MAST ARM ASSEMBLY & 60' MAST ARM ASSEMBLY	\$ 63,250.00	\$ 63,250.00	
81	19	730K000	EA	TRAFFIC SIGNAL JUNCTION BOX	\$ 440.00	\$ 8,360.00	
82	200	730L003	LF	1", NON-METALLIC, CONDUIT	\$ 22.00	\$ 4,400.00	
83	1250	730L005	LF	2", NON-METALLIC, CONDUIT	\$ 27.50	\$ 34,375.00	
84	12	730N000	EA	LUMINAIRE EXTENSION ASSEMBLY, 8 FEET	\$ 2,750.00	\$ 33,000.00	
85	31	730P022	EA	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	\$ 1,320.00	\$ 40,920.00	
86	12	730P023	EA	VEHICULAR SIGNAL HEAD, 12 INCH, 4 SECTION, TYPE LED	\$ 1,650.00	\$ 19,800.00	
87	30	730P100	EA	PEDESTRIAN SIGNAL HEAD, TYPE LED	\$ 2,750.00	\$ 82,500.00	
88	30	730Q001	EA	MISCELLANEOUS EQUIPMENT, PEDESTRIAN PUSH BUTTON	\$ 880.00	\$ 26,400.00	
89	7	730Q005	EA	MISCELLANEOUS EQUIPMENT, PEDESTAL AND POLE FOUNDATION	\$ 2,750.00	\$ 19,250.00	
90	4	730R041	EA	CONTROLLER ASSEMBLY, TYPE NEMA, 16 CHANNELS	\$ 33,000.00	\$ 132,000.00	
91	4	730T011	EA	ELECTRICAL POWER SERVICE ASSEMBLY WITHOUT WOOD POLE	\$ 2,750.00	\$ 11,000.00	
92	1	730U015	LS	VIDEO DETECTION SYSTEM (6TH AVE NE AT GORDON DR SE)	\$ 46,200.00	\$ 46,200.00	
93	1	730U016	LS	VIDEO DETECTION SYSTEM (6TH AVE NE AT GRANT ST)	\$ 46,200.00	\$ 46,200.00	
94	1	730U017	LS	VIDEO DETECTION SYSTEM (6TH AVE NE AT MOULTON ST)	\$ 46,200.00	\$ 46,200.00	
95	1	730U018	LS	VIDEO DETECTION SYSTEM (6TH AVE NE AT LEE ST)	\$ 46,200.00	\$ 46,200.00	
96	90	740B000	SF	CONSTRUCTION SIGNS	\$ 11.00	\$ 990.00	
97	550	740D000	EA	CHANNELIZING DRUMS	\$ 60.50	\$ 33,275.00	
98	187	740E000	EA	CONES (36 INCHES HIGH)	\$ 44.00	\$ 8,228.00	
99	30	740F002	EA	BARRICADES, TYPE III	\$ 639.63	\$ 19,188.90	
100	187	740M001	EA	BALLAST FOR CONE	\$ 16.50	\$ 3,085.50	
101	2	741C010	EA	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	\$ 5,940.00	\$ 11,880.00	
102	3500	745A000	HR	UNIFORMED POLICE OFFICER	\$ 69.94	\$ 244,790.00	
103	28	750B650	EA	ROADWAY LUMINAIRE ASSEMBLY WITH ONE, DECORATIVE LED, 80 WATT EQUIVALENT LUMINAIRE	\$ 11,000.00	\$ 308,000.00	
104	37	750B651	EA	ROADWAY LUMINAIRE ASSEMBLY WITH ONE, DECORATIVE LED, 100 WATT EQUIVALENT LUMINAIRE	\$ 13,200.00	\$ 488,400.00	
105	12	750B661	EA	ROADWAY LUMINAIRE ASSEMBLY WITH ONE, DECORATIVE LED, 250 WATT EQUIVALENT LUMINAIRE	\$ 3,850.00	\$ 46,200.00	
106	65	750C010	EA	POLE FOUNDATION,ROADWAY	\$ 1,650.00	\$ 107,250.00	
107	4	750D200	EA	ELECTRICAL JUNCTION BOX,TYPE 1	\$ 550.00	\$ 2,200.00	
108	100	750E115	LF	CONDUIT,2 INCH,RIGID NONMETALLIC	\$ 27.50	\$ 2,750.00	
109	50	750F024	LF	CONDUCTOR, #6 AWG	\$ 2.75	\$ 137.50	
110	100	750F026	LF	CONDUCTOR, #2 AWG	\$ 550.00	\$ 55,000.00	
111	9000	750G010	LF	COMBINED DUCT AND CABLE,2 #6 AWG/ 1 #6 AWG GND	\$ 7.15	\$ 64,350.00	
112	1300	750G100	LF	COMBINED DUCT AND CABLE,2 #4 AWG/ 1 #4 AWG GND	\$ 9.90	\$ 12,870.00	
113	400	750G110	LF	COMBINED DUCT AND CABLE,2 #2 AWG/ 1 #2 AWG GND	\$ 16.50	\$ 6,600.00	
114	2	750H005	EA	SERVICE POLE	\$ 2,750.00	\$ 5,500.00	
115	2	750I018	EA	LIGHTING CONTROL CENTER, POLE MOUNTED	\$ 38,500.00	\$ 77,000.00	
116	5	751J004	EA	REMOVE LUMINAIRE POLE FOUNDATION	\$ 880.00	\$ 4,400.00	

CITY PROJECT BID TABULATION
City of Decatur
6th Avenue Access and Traffic Signal Improvements

1/29/2025

LINE NO.	TOTAL QTY	ITEM NO	UNIT	DESCRIPTION	CONTRACTORS UNIT PRICE	CONTRACTORS TOTAL PRICE
117	1	751L002	EA	REMOVE LIGHTING CONTROL CENTER, 6 CIRCUIT	\$ 330.00	\$ 330.00
118	5	751L025	EA	REMOVE ROADWAY LUMINAIRE ASSEMBLY	\$ 165.00	\$ 825.00
119	1	751M000	LS	REMOVE CONDUCTORS	\$ 3,300.00	\$ 3,300.00
120	1135	756A022	LF	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	\$ 55.00	\$ 62,425.00
121	1020	756A028	LF	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	\$ 66.00	\$ 67,320.00
122	1	791H000	LS	IRRIGATION SYSTEM	\$ 66,000.00	\$ 66,000.00
123	3	792A000	EA	SITE FURNISHINGS (GATEWAY MARKER COLUMNS)	\$ 19,800.00	\$ 59,400.00
TOTAL						\$ 4,970,225.65

All construction will be in accordance with the latest ALDOT specifications.

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all charges to the City of Decatur. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise.

Grayson Carter & Son Contracting, Inc
Name of Bidder

146 Roy Long Rd W Athens, AL 35611
Address

256-233-3260/256-444-0368
Telephone/Fax Number

clouoy@graysoncarterandson.com
Email address

Corporate Seal

41675
Al. Contractor License No. (if applicable)

Colly Yalany
Witness

February 7, 2025
Date

CL2
Signature

Secretary
Title

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 17, 2025

SUBMITTED BY: Kathy Westbrook, Point Mallard

ITEM TYPE: Resolutions

AGENDA SECTION: RESOLUTIONS:

SUBJECT: Resolution No. 25-027: Approve 2025 Point Mallard Rate Changes

FINANCIAL IMPACT: None

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_25-027_Point_Mallard_Rate_Changes.pdf](#)

[Waterpark Proposed Pricing 2025.pdf](#)

[Waterpark Proposed Pricing, comparison 2025.pdf](#)

[Event Center Proposed Pricing 2025.pdf](#)

[Event Center Proposed Pricing, Comparison, 2025.pdf](#)

[Golf Course Proposed Pricing 2025.pdf](#)

[Golf Course Proposed Pricing, Comparison, 2025.pdf](#)

RESOLUTION NO. 25-027

Approval of Rate increase regarding Point Mallard Venues

BE IT RESOLVED by the City Council of the City of Decatur, Alabama that the attached proposed Rate changes for Point Mallard Venues is hereby approved.

ADOPTED this 17th day of February, 2025

Point Mallard WATER PARK

Pricing Proposal

Daily Ticket Rates	Current Rate	Proposed Rate	Notes
Age 2 & Under	Free	Free	
Ages 3-11	\$23.00	\$25.00	
Ages 12-61	\$28.00	\$30.00	
Ages 62+	\$23.00	\$25.00	

Water Park Season Passes	Current Rate	Proposed Rate	Notes
Individual	\$140.00	\$150.00	
Family of 4	\$440.00	\$450.00	
Military/Senior (62+)	\$110.00	\$120.00	

Pass Sale	Current Rate	Proposed Rate	Notes
Season Pass Sale	\$80.00	\$90.00	

Discounts	Current Rate	Proposed Rate	Notes
Monday - Thursday	50% discount	Discontinued	
Monday & Wednesday 2-6pm		50% discount (no holidays)	
Military	\$5.00 off full rate	\$5.00 off full rate	

* Season Pass Pricing would go into effect on May 1,2025

Waterparks Pricing Comparison

Name	Rates	Notes
Sand Mountain Water Park - Albertville	Day Pass \$ 15 Kidss under 4 are free Family Season Pass \$325	also receive 3 complementary day passes
WildWater - Cullman	General \$35 Kids/Senior/Military \$30 Twilight \$23 Under 2 Free	online discounts and group discounts
Nashville Shores	Gold season pass \$110 Platinum Season pass \$150	online discounts (did not have day pass price)
Spring Valley - Blountsville	Season pass \$100	did not have day pass price
Waterville USA - Golf Shores	Waterpark Admission: \$37.95 General: \$30.95 Senior and under 42": \$28.95 2 years or younger: Free Early Bird Individual Season Pass: \$130.00 (Before Feb 14) Early Bird Family of 4 Season Pass: \$450.00 Regular Individual Season Pass: \$150.00 (After Feb 14) Regular Family of 4 Season Pass: \$495.00	

Point Mallard EVENT CENTER

Proposed Pricing

Venue	Square Footage	Additional Spaces, Breakout Rooms	Pricing
Point Mallard			
Entire Building (Daily Rate)	30,336		\$4,000
Main Event Floor (Daily Rate)	24,150	Does NOT include breakout rooms	\$3,500
Breakout Rooms (Hourly Rate)	522-1,200	Min. 2 hours	\$250/hr
NON-PROFIT RATES			
Entire Building (Daily Rate)	30,336		\$3,500
Main Event Floor (Daily Rate)	24,150	Does NOT include breakout rooms	\$3,000
In Conjunction With		Events at PM & P&R (With Catering)	
		Main Event Floor; does NOT include breakout rooms	\$3,000
Additional Cleaning Charge			
(Charged only if not left as found)			
		Entire Building	\$1,500
		Main Event Floor	\$1,000
		Breakout Rooms	\$250/ea

Event Center - Pricing Comparison

Name of Venue	Square Footage	Additional Spaces, Breakout Rooms	Pricing
Huntsville Museum of Art			\$3,500-\$5,000
The Loretta Spencer Hall	7,252		
Judy & Maxwell Hall	2,001		
Lowe Boardroom	576		
The Great Hall	2,585		
The Von Braun Center			
The South Hall	31,500	3 ranging from \$170-\$260	\$2,920
The East Hall	24,900		\$2,646
The Saturn Ballroom	23,000	3 ranging from \$300-\$500	\$4,000
Peoria Civic Center- Illinois	27,000	Yes, pricing is unknown	\$4,950
Illinois- Similar sq ft			
Fannin County Multipurpose Complex	27,000		\$2,350
Texas- Similar sq ft			
Pipkin Building	27,000		\$2,500-\$3,500
Memphis, Tennessee			
City of Santa Clara Comm. Rec Center	27,000		\$3,200-\$4,800
California- Parks and Recreation			
Daphne Civic Center- Alabama	11,800	Yes, \$430	\$1,830
Much smaller- Parks & Recreation			
Ingalls Harbor	27,000		\$2,000
Cooks			
Monarch Hall	4,497	Monday-Friday & Sunday	\$300/hr (min 3 hours)
Monarch Hall		Saturday	\$3,200 (8a-11p)
Migratory Hall	1,363		\$75/hr before 5p, \$100/hr after 5p
Trek	895		\$75/hr
Conference	570		\$200/hr
Crystal Gardens	14,000		\$4,500

Point Mallard GOLF COURSE

Pricing Proposal

GREEN FEES		
18 Holes	Current Rate	Proposed Rate
Weekday w/cart	\$40.00	\$45.00
Weekend w/cart	\$45.00	\$50.00
Weekday Walking	\$26.00	\$30.00
Weekend Walking	\$31.00	\$35.00
Electric Cart Rental	\$14.00	\$15.00
9 Holes	Current Rate	Proposed Rate
Weekday w/cart	\$26.00	\$31.00
Weekend w/cart	\$31.00	\$36.00
Weekday Walking	\$19.00	\$23.00
Weekend Walking	\$24.00	\$28.00
Electric Cart Rental	\$7.00	\$8.00

- *Rate increase of \$5 for play with a cart
- *Rate increase of \$4 for walking
- *Rate increase of \$1 for Electric Cart rental
- *Senior rates with stay the same with a \$3 discount with choice of play rate

- *Annual passes are January 1,2025 through December 31,2025
- *We will no longer offer a 4 Day Walking Pass

- * Adding a proposed senior/military annual pass

ANNUAL PASS - NAPGA MEMBERSHIP					
Annual Pass Type	Current Rate	w/add Spouse	Proposed Senior (62+) Rate	Proposed Single Rate	w/add Spouse
5 Day Walking Pass M-F	\$950.00	\$475.00	\$950.00	\$1,150.00	\$475.00
5 Day w/Cart Pass M-F	\$2,250.00	\$1,200.00	\$2,250.00	\$2,450.00	\$1,200.00
7 Day Walking Pass	\$1,200.00	\$600.00	\$1,200.00	\$1,400.00	\$600.00
7 Day with Cart Pass	\$2,500.00	\$1,200.00	\$2,500.00	\$2,700.00	\$1,200.00

Golf Course Pricing Comparison

Golf Rates

Name	Greens - Weekdays 9 holes / 18 holes	Greens -Weekends 9 holes / 18 holes	Membership Rates
Southern Gayles Golf Associaton, Athens, Al	Walking - \$18 / \$27 Riding - \$26 / \$42	Walking - \$22 / \$31 Riding - \$32 / \$48	Annual 7 - Day (Monday to Sunday) - \$1700 Annual 5 - Day (Monday to Friday) - \$1200 Annual Junior (17 & Under) - \$100 / Month Annual Trail fee - \$450 (single) \$750 (Family)
Sunset Landing Gulf Course, Huntsville, AL	Walking - \$16 / \$23 Riding - \$27 / \$41	Walking - \$19 / \$26 Riding - \$30 / \$45	Annual Senior 5-Day Pass - \$763.00 Annual Senior 7-Day Pass - \$981.00 Annual Single 7-Day Pass - \$1,199.00 Annual Family 7-Day Pass - \$1,635.00 Annual 15 Years or Younger Pass - \$218.00 per mo. Annual Junior 7-Day Pass - \$654.00
Burningtree Country Club, Decatur, AL			Annual - \$2000 initiation fee, \$450/month includes \$50 food minimum
Cherokee Ridge Golf Course, Cherokee Ridge, AL			Cherokee Ridge Resident Annual: \$2,000 one-time initiation fee plus \$150 per month Non Resident Annual: \$2,000 one-time initiation fee plus \$280 per month Corporate Annual: \$2,000 one-time initiation fee plus \$560 per month
Gunters Landing, Guntersville, AL	Riding - \$40 / \$60	Riding - \$50 / \$75	Annual: \$3500 in county, \$2500 out of county
Blackberry Farms, Florence, AL –	Walking - \$19 / \$29 Riding - \$29 / \$45	same same	Annual: \$200 month or \$2400 year for range and cart
Robert Trent Jones Golf Trail – 26 courses in state			Annual Platinum: Individual \$2,700 Couple \$4,800 Annual Regular: Individual \$2,150 Couple \$3,800
Azalea City Golf Course, Mobile, Al			Annual Membership - \$1,400 Annual Senior Membership (Monday - Friday) - \$850
Soldiers Creek Golf Course, Elberta AL			Annual Individual \$185 Annual Couple \$225 Annual Family \$245 WINTER Fee (Nov – March) - 30-day Membership \$399, 60-Day Membership \$729, 90- Day membership \$1049

Links at Redstone

Active Duty, Youth & Widows	Single 5day \$600, Single 7day \$750, Family 5day \$700, Family 7day \$850
All remaining authorized users	Single 5day \$1350, Single 7day \$1500, Family 5day \$1800, Family 7day \$2000
Guest and general public	Single 5day \$1400, Single 7day \$1700, Family 5day \$1900, Family 7day \$2300

Limestone Springs Golf Club, Oneonta Al

Annual Corporate	No initiation fee \$10,000 Unlimited Green Fees for (4)
Annual Family	Initiation Fee \$3,000 and monthly fee \$370
Annual Single	Initiation Fee \$2,000 and monthly fee \$270
Annual Non-resident	Initiation Fee \$2,000 and monthly fee \$270
Annual Non-Resident	Initiation Fee \$1,000 and monthly fee \$190
Annual Junior	Initiation Fee \$1,000 and monthly fee \$240
Annual Young Adult	No Initiation Fee and nonthly fee \$120
Annual Youth	No Initiation Fee and monthly fee \$70
Annual Family Social	Initiation Fee \$750 and monthly fee \$125
Annual Single Social	Initiation Fee \$450 and monthly fee \$100

Notes

Additional family members (same household) may be included with the primary membership for \$700 per additional member.
Additional family members (same household) may be included with the primary membership for \$500 per additional member.
Does not include access to Northern Alabama Public Golf Association (NAPGA) courses.
All privately owned carts must show proof of insurance and be approve for use at Southern Gayles by the Head Golf Professional prior to play.

No initiation fee

includes: Unlimited green fees for 1 year at all Trail sites and use of locker at home club
includes: Unlimited greens fees at all Trails

Includes: cart fee and greens fee, small range basket

35 year of age or younger
16 - 22 years of age
15 years of age and younger
Includes up to 6 rounds of golf (Full Rate) per year, access to pool, and tennis courts.
Includes up to 6 rounds of golf (Full Rate) per year, access to pool, and tennis courts.

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 17, 2025

SUBMITTED BY: Kathy Westbrook, Point Mallard

ITEM TYPE: Resolutions

AGENDA SECTION: RESOLUTIONS:

SUBJECT: Resolution No. 25-028: Approve Point Mallard Facility Fee

FINANCIAL IMPACT: NONE

SUGGESTED ACTION: Proposed Facility Fees will include: Waterpark Admission,
Campground Rental , Golf Course Green Fees (\$5.00 PER
Transaction)
Event Center Rental (\$25.00 PER Transaction)
Facility FEES would be set aside for Point Mallard Park
Improvements and Projects.

ATTACHMENTS:

[Res_No_25-028_Point_Mallard_Park_Facility_Fee.pdf](#)
[Projected Facility Fees by Transaction.012025docx.pdf](#)

RESOLUTION NO. 25-028

Approval of Facility Fee Designated for Capital Improvements at Point Mallard Park

Whereas, beginning in May 2025, patrons to Point Mallard venues (Waterpark, Campground, Golf Course and Event Center) will pay an additional charge of five dollars per ticket or rental transaction; and

Whereas, the Council's intent was to designate the funds received from this charge to cover capital improvements made at Point Mallard Park;

THEREFORE, BE IT RESOLVED by the City Council of the City of Decatur, Alabama that the receipt and designation of revenues from the collection of the additional five dollars per ticket or rental transaction is APPROVED and collected funds are to be deposited in the Point Mallard Facility Fee Revenue Account accordingly;

BE IT FURTHER RESOLVED that any funds remaining in the respective expense account listed above will remain designated to that account to be used for the same purpose in subsequent years.

ADOPTED this 17th day of February, 2025

Projected Facility Fees by Transaction

(\$5/\$25 by transaction)

Water Park:

- Season Pass Transactions 852
- Admission Transactions 37,109

Total 37,961 x \$5.00 = \$189,805

Golf Course:

- Annual Pass Transactions 163
- 9 holes transactions 2,770
- 18 holes 16,600

Total 19,370 x \$5.00 = \$97,665

Campground:

- Daily rate 2620
- Weekly rate 895
- Month rate 1368
- Tent 234

Total 5,117 x \$5 = 25,585

Event Center:

Projected 33 rentals x \$25 = \$825

Total Projected Facility Fee by Transaction \$313,880

*These projections are based on historical transaction numbers and could change based on actual transactions.

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 17, 2025

SUBMITTED BY: Kathy Westbrook, Park and Recreation

ITEM TYPE: Resolutions

AGENDA SECTION: RESOLUTIONS:

SUBJECT: Resolution No. 25-029: Approve 2025 Rate Changes for Park and Recreation Venues

FINANCIAL IMPACT: None

SUGGESTED ACTION:

ATTACHMENTS:

[Res_No_25-029_Park_and_Recreation_rate_changes_2025.pdf](#)

[Cemetery Proposed Pricing 2025.pdf](#)

[Cemetery Proposed Pricing, Comparison, 2025.pdf](#)

[Pickleball Proposed Pricing 2025_.pdf](#)

[Pickleball Proposed Pricing, Comparison 2025_.pdf](#)

[Tennis Proposed Pricing 2025.pdf](#)

[Tennis Proposed Pricing, Comparison, 2025.pdf](#)

RESOLUTION NO. 25-029

Approval of Rate changes regarding Park and Recreation Venues

BE IT RESOLVED by the City Council of the City of Decatur, Alabama that the attached proposed Rate changes for Park and Recreation Venues is hereby approved.

ADOPTED this 17th day of February, 2025

Cemetry Proposed Pricing

Cemetery	Cost	Notes	Opening & Closing	Total
Decatur City Cemetery - Current	\$700.00		\$525.00	\$1,225.00
Decatur City Cemetery - Proposed	\$1,000.00		\$725.00	\$1,725.00
Flag Pole & Flag - Current	\$500.00			
Flag Pole & Flag - Proposed	\$1,000.00			

Cemetery Pricing Comparison

Cemetery	Cost	Notes	Opening & Closing	Total
Hartselle City Cemetery	\$750.00			
Athens City Cemetery	\$1,000.00	Sold Out	\$800.00	
Hampton Cove Cemetery	\$1,200.00			
Moulton City Cemetery	\$1,500.00			
Burningtree Mem. Gardens	\$1,995.00			
Vahalla Mem. Gardens	\$2,000.00			
Midway Memorial Gardens	\$2,495.00			
Johnson Chapel Cemetery	\$2,500.00			
Pinecrest Cemetery	\$2,595.00			
Oakwood Cemetery	\$2,750.00			
Maple Hill Cemetery	\$3,000.00			
Huntsville Mem. Gardens	\$3,500.00			
Tri-Cities Mem. Gardens	\$4,000.00			
Roselawn Cemetery	\$6,500.00			

Decatur PICKLEBALL

Daily Rates

Age Group	Proposed Rates
Kids (Age 18 or under)	FREE
Adult (Ages 19-61)	\$5 per person
Senior (Ages 62+)	\$3 per person

Yearly Membership

Age Group	Proposed Rates
Kids (Age 18 or under)	FREE
Adult (Ages 19-61)	\$250 per person
Senior (Over 62)/ Military	\$200 per person
Family (same household)	\$350 Family

Facility Rental	\$600 per day
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Pickleball Rates

Name	Rates	Indoor Courts	Outdoor Courts	Notes
Athens Rec Cneter	Free	2	8	
Athletic Club Alabama Huntsville	Members \$8/pp weekly open play			
Bill Noble Park Gardendale	Free		11	
Citywalk BHAM	Free		10	
Decatur Athletic Club	\$20 Weekday Prime Time Sept 1st through May 31st \$12 Weekday Non-Prime Time Sept 1st through May 31st \$16 Weekends Sept 1st through May 31st \$8 Summer June 1st through Aug31st (see link for additional fees)			WEBSITE LINK
Guntersville Rec Center	Free	3	2	
Hoover Metropolitan Complex	Free	8		
Huntsville Pickleball Club	\$10/year	9	12	
Opelika	Free	24		
Rocket City Pickleball Club	Doubles \$4/hour Singles \$8/hour	10		
Sandra Moon Community Complex Huntsville	Free		12	
Swann Gym - Jasper	Free	4	9	
Topspin Pickleball Club - Rainsville	Multiple tiers (\$49/\$70/\$99/\$159/month) (see link)	6		WEBSITE LINK
Town Madison Pickleball Courts	Free		12	
Trussville Covered Courts	Free	8		
Wald Park Vestavia Hills	\$50/6 month membership		6	

Decatur TENNIS

Pricing Proposal

Court Usage Daily Rates	Service	Current Rate	Proposed Rate	Notes
	Hard Courts	\$3 per person(18+)	\$5 per person	Free for players 18 and under; approx. 2 hours/session
	Clay Courts	\$5per person (18+)	\$7 per person	Free for players 18 and under; approx. 2 hours/session
	Indoor Bubble Courts	\$20 per court (2 hours)	\$28 per court (2 hours)	Charge applies to all users; approx. 2 hour/session
Yearly Membership Options		Current Rate	Proposed Rate	Notes
	Single Membership	\$150	\$250	Does NOT include bubble access
	Family (same household)	\$200	\$350	Does NOT include bubble access
	Senior (62+)/ Military	N/A	\$200	Does NOT include bubble access
Facility Rentals		Current Rate	Proposed Rate	Notes
	Entire Facility	Not Available	\$800	
	Half Facility	Not Available	\$500	

Tennis - Pricing Comparison

Name	Rates	Indoor Courts	Outdoor Courts	Notes
Athletic Club Alabama- Huntsville	Ind \$112/month couple \$137/month fam \$157/month	6	15 clay	*\$250 initiation fee for month to month. NO initiation fee for 12 month.
Tuscaloosa Tennis Center	between \$64 and \$114 dollars monthly (see link)	3	6 clay, 4 hard	WEBSITE LINK
City of Trussville	Ind \$225/year Fam\$300/year (plus \$25 for non-resident)		7 clay, 6 hard	
City of Auburn	between \$75 and \$800 (see link)	6	16 clay, 12 hard	WEBSITE LINK
Huntsville Tennis Center	30 plays \$220 50 plays \$340 Ind \$530/year Fam \$800/year		30 clay, 6 hard	* late 2025 expansion to 36 clay and 10 hard
Hoover Met Complex	Ind \$250/year Fam \$330/year Seniors \$220/year Senior Couples \$300/year		16 hard	*increased prices for non residents
City of Pelham	Ind \$444/yr & \$37/month Fam \$528/year & \$444/month		20 clay, 5 hard	WEBSITE LINK
Westgate Tennis Center - Dothan	Ind \$175 Fam \$250 Senior & Junior \$150/year		20 hard	
Cypress Lakes - Muscle Shoals	Ind \$300/year Fam \$360/year Senior \$240/year Senior Fam \$300/year Junior \$225/year		6 clay	
Sand Mountain Park - Albertville	between \$30 and \$79 monly (see link)		12 hard, 4 clay	WEBSITE LINK
James Lewis Tennis Center - Birmingham	\$3 daily \$20 monthly \$125 yearly		10 hard	
Wald Park - Vestavia Hills	\$50/6 month membership		6 hard	
Calhoun Tennis Center - Opelika	Free- all outdoor courts		4 clay, 8 hard	
Decatur Athletic Club	\$40 Weekday Prime Time Sept 1st through May 31st			WEBSITE LINK
	\$20 Weekday Non-Prime Time Sept 1st through May 31st			
	\$24 Weekends Sept1st through May 31st			
	\$16 Summer June 1st through Aug 31st			

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 17, 2025

SUBMITTED BY: Allen Stover,Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ORDINANCES - FIRST READING:

SUBJECT: Ordinance No. 25-4603: Declare Surplus and authorize sell of 710 and 712 Walnut St NW to Marilyn Williams

FINANCIAL IMPACT: none

SUGGESTED ACTION:

ATTACHMENTS:
[Ord_25-4603_Property_710_&_712_Walnut_St.pdf](#)

ORDINANCE NO. 25-4603

The public welfare requiring it, under authority of Section 24-2-2 of the 1975 Code of Alabama, and it further being hereby declared that the property herein described is no longer needed for public purposes, be it ordained by the City Council of the City of Decatur, in the State of Alabama, as follows:

Section 1. That Tab Bowling, Mayor, City of Decatur, Alabama, is hereby authorized and directed to issue deeds to **Marilyn Williams**, for the sum of \$10,000.00, to the following property situated, lying and being in the City of Decatur, County of Morgan and State of Alabama, to-wit:

Lot 12 of 2nd Increment-Vine St Phase 1 Redevelopment project Sec 18 T5S R4W

And

Lot 11 of 2nd Increment-Vine St Phase 1 Redevelopment project Sec 18 T5S R4W

MORE COMMONLY KNOWN AS:

712 Walnut St NW

710 Walnut St NW

Section 2. That Tab Bowling, Mayor, City of Decatur, Alabama, is hereby authorized and directed to execute all other such documents as may be required to effect this transaction.

Section 3. This Ordinance shall take effect and be in force from and after the date of its adoption.

ADOPTED this the _____ day of _____, 2025

Authenticated:

Stephanie Simon, City Clerk

APPROVED this the _____ day of _____, 2024

Tab Bowling, Mayor

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 17, 2025

SUBMITTED BY: Herman Marks, Legal

ITEM TYPE: Ordinances

AGENDA SECTION: ORDINANCES:

SUBJECT: Ordinance No. 25-4602: Establish Salary and Compensation of Mayor and City Council for the term beginning November 2025

FINANCIAL IMPACT: Part of FY2026 Original Budget

SUGGESTED ACTION:

ATTACHMENTS:

[Ord_No_25-4602_Mayor_and_Council_Salary.pdf](#)

ORDINANCE NO. 25-4602

**AN ORDINANCE TO ESTABLISH AND FIX THE SALARY OF THE
MAYOR AND MEMBERS OF THE CITY COUNCIL FOR THE TERM OF
OFFICE BEGINNING THE FIRST MONDAY OF NOVEMBER 2025.**

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

SECTION 1. That the annual salary of the Mayor be established and fixed at the following amounts for each of the years in the term of office beginning on the first Monday of November 2025:

<u>Term Year</u>	<u>Salary</u>
1st Year	\$120,000
2nd Year	\$120,000
3rd Year	\$120,000
4th Year	\$120,000

The annual salary shall be payable in installments every two weeks.

SECTION 2. That the annual salaries of each of the Council Members of the City of Decatur be fixed and set with the following amounts established for each of the years in the term of office beginning on the first Monday of November 2025; which said amount is 17.5% of the established annual salary of the Mayor:

<u>Term Year</u>	<u>Salary</u>
1st Year	\$21,000
2nd Year	\$21,000
3rd Year	\$21,000
4th Year	\$21,000

The annual salary shall be payable in installments monthly.

SECTION 3. That the annual salary of the Council Member elected to serve as President of the Council shall be increased to \$24,000 for each year that such Council Member serves as President of the Council starting with the term of office beginning on the first Monday of November 2025; which said amount is 20% of the established annual salary of the Mayor.

SECTION 4. That the Council, in each annual budget, shall include an amount, in addition to the salaries of the Mayor and Council, budgeted for reimbursement of actual expenses incurred by the Mayor and members of the Council carrying out the duties of those offices. Claims for reimbursements by the Mayor and members of the Council shall be supported by vouchers submitted with respect to expenses incurred in accordance with state law found in *Ala. Code 36-7-1 et seq.* Vouchers for any particular fiscal year shall not exceed the amount budgeted for the Mayor and members of Council submitting the claim for reimbursement.

SECTION 5. This Ordinance shall be effective to set the salary of the Mayor, Council President, and other members of the Council for the term of office beginning the first Monday in November 2025 upon its adoption and subsequent publication, one time, in a newspaper of general circulation in the City of Decatur.

SECTION 6. In addition to the established annual salary, the Mayor shall receive a car allowance of \$475.00 per month, plus shall receive such non-salary fringe benefits and shall have the right to participate in such plans and programs as are generally available to full-time city employees, unless prohibited by law.

SECTION 7. In order to stress the importance of Council Members being present for scheduled work sessions and council meetings, it is determined that there must be consequences for repeated absences. Therefore, if a Council Member fails to attend a scheduled work session or council meeting resulting in three or more absences by that Council Member during a single month, the Council Member's monthly installment of Salary for that month shall be reduced by the sum of \$250.00 for each absence during that single month. For example, if a Council Member has three absences during a single month their monthly installment of Salary will be reduced by \$750. Special called work sessions or special called council meetings are not treated or counted as scheduled work sessions or scheduled council meetings. Furthermore, a Council Member's absence because of their hospitalization and recovery period will not be counted as an absence.

SECTION 8. The provisions of this Ordinance are intended to be severable, and if any one or more provision thereof should be held invalid for any reason, the rest shall nevertheless stand and be fully effective.

ADOPTED this ____ day of February, 2025.

Jacob Ladner
President of the City Council
City of Decatur, Alabama

ATTEST:

Stephanie Simon, CMC
City Clerk-Treasurer

APPROVED this ____ day of February, 2025.

Tab Bowling, Mayor
City of Decatur, Alabama