

**NORTHPORT CITY COUNCIL MEETING
MONDAY, NOVEMBER 7, 2022
5:30 PM**

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- a. Proclamation recognizing Mr. Elijah Brantley- Mayor Herndon**

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

- a. Mr. James Hammett, Biology Teacher at Tuscaloosa County High**

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

1. 2nd Reading, Ordinance Amending Chapter 54, Article XIII Relating to Noise - Ron Davis
2. 2nd Reading, Ordinance Re-Establishing a City Tree Program - Ron Davis
3. 2nd Reading, Ordinance Correcting Chapter 42, Article VII of the Northport Municipal Code pertaining to weed control - Ron Davis
4. 2nd Reading, Ordinance Amending Chapter 74, Article V Relating to Extensions for Water and Sanitary Sewer Mains Outside City Limits - Ron Davis

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

1. Ordinance Declaring Severe Weather Preparedness Tax Holiday - Darren McGee

b. Resolutions of a Temporary Nature

1. Resolution Authorizing the City Administrator to Enter into an Agreement for Ransomware Prevention Software - Scott Murphy
2. Allocation of 2022 Northport First Funds - Darren McGee
3. Resolution Authorizing the City Administrator to Extend the Contract for Professional Engineering Services for Sewer Improvements - John Webb
4. Resolution Awarding Bid for Sanitary Sewer Rehabilitation and Repair - John Webb
5. Resolution Awarding Bid for Utility Easement Clearing - Phase I - John Webb
6. Resolution Authorizing City Administrator to Consent to Reassignment of Contracts from Burk-Kleinpeter, Inc. to Thompson Engineering - Tera Tubbs
7. Resolution Authorizing the City Administrator to Execute an Agreement with Thompson Engineering for C E & I Services on Charlie Shirley Rd. - Tera Tubbs
8. Resolution Authorizing the City Administrator to Execute an Agreement with ALDOT to Award the Charlie Shirley Rd. Project to S.T. Bunn Construction Company, Inc. - Tera Tubbs

c. Consent Agenda

1. Council Minutes, Regular Meeting 10-24-2022 - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, Video Sewer Inspection, Video Industrial Services, \$12,840.00 - Utilities - John Webb
4. Purchase Requisition, Sand Springs Booster Station VFD Upgrade, Morrow Water Technologies, Inc., \$22,432.59 - Utilities - John Webb

5. Travel Reimbursement- Julie Ramm Fuel \$545.00 for 872 miles - Julie Ramm
6. Purchase Requisition, Flocculator Motor Replacement at WTP, Eshelman Co. Inc., \$6,845.00 - Utilities - John Webb
7. Payment to American Insurance Company for Firefighter Cancer and Disability Insurance, - Joseph Rose
8. PO Requisition West Alabama Regional Commission FY 2023 Membership Dues \$12,450.00 - Glenda Webb

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

a. Engineering

b. Legal Department

1. Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1405 Union Chapel Road - Ron Davis
2. Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 2300 Snows Mill Avenue - Ron Davis
3. Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1101 10th Street - Ron Davis
4. Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1503 7th Street - Ron Davis

c. Planning Inspections Department

1. Annexation of approximately 0.91 acres located at 9911 Jones Road, zoned for RS-1 - Julie Ramm
2. Annexation of approximately 0.45 acres located at 9725 Jones Road, zoned for RS-1 - Julie Ramm
3. Amendment to the Zoning Ordinance regarding flood regulations - Julie Ramm
4. Ordinance Ordering Demolition of an Unsafe Structure located at 908 15th Avenue - Julie Ramm
5. Permanent Resolution - Renaming a portion of 28th Street, located between Lurleen B Wallace Boulevard and 20th Avenue, to Benevolent Way. - Julie Ramm

d. Police Department

1. Mansa Hospitality LLC dba Courtyard by Marriott - ABC License - Chief Gerald Burton

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. EXECUTIVE SESSION

16. ADJOURNMENT



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 8.a.1.

MEETING DATE: November 7, 2022

SUBJECT: 2nd Reading, Ordinance Amending Chapter 54, Article XIII Relating to Noise

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

This ordinance amends the noise ordinance, adopting a simplified policy prohibiting sound-amplifying equipment from being audible more than thirty (30) feet from the property line within a residential district.

Recommendation:

That you adopt the attached Ordinance.

Funding Source/GL Code:

N/A City Administrator Approval: _____

Motion for Consideration:

I move to adopt the Ordinance Amending Chapter 54, Article XIII Relating to Noise.

ORDINANCE NO.

**ORDINANCE AMENDING CHAPTER 54, ARTICLE XIII. RELATING TO
NOISE**

WHEREAS, the City of Northport has a uniform policy regulating noise, and

WHEREAS, the intent of this policy is to strike an appropriate balance between the right of individuals to obtain information and derive pleasure by listening to radios and other devices and the right of the public to a peaceful and healthy environment, and

WHEREAS, the City Council wishes to include in this policy a non-technical method of identifying noise ordinance violations without special equipment.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
NORTHPORT, ALABAMA AS FOLLOWS:**

1. The City of Northport amends Chapter 54, Article XIII. of Northport Municipal Code, as set forth in Exhibit "A" which is attached hereto and incorporated by reference as if fully set out verbatim.
2. This Ordinance shall become effective immediately upon passage and publication.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

ORDAINED this the 7th day of November, 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 7th day of November, 2022.

Bobby Herndon, Mayor

I hereby certify that the above and foregoing Ordinance was published on _____, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda D. Webb, City Administrator

1st Reading: October 24, 2022
Motion By: Hogg
2nd Reading: November 7, 2022
Motion By:
Second By:
Publication:

EXHIBIT “A”

CHAPTER 54
OFFENSES AND MISCELLANEOUS PROVISIONS
ARTICLE XIII. NOISE

Sec. 54-391. Definitions.

For the purposes of this ordinance:

Construction activities shall mean any and all activity incidental to the construction, erection, demolition, assembling, altering, installing or equipping of buildings, structures, roads or appurtenances thereto, including land clearing, grading, excavating and filling.

Construction equipment shall mean construction activity utilizing any equipment or devices such as, but not limited to, pile drivers, power shovels, derricks, hoist tractors, loaders, rollers, concrete hauling motor vehicles, pavement breakers, bulldozers, crawler-tractors, rotatory drills and augers, cranes, ditchers, trenchers, scrapers, wagons, pumps, compressors, pneumatic power equipment, or other mechanical apparatus operated by fuel or electric power in the construction, repair or demolition of any building, structure, land, street, alley, water-waves, or appurtenance thereto.

db(A) shall mean a measure of sound pressure level in decibels on the A-weighted scale.

Decibel meter shall mean an instrument to measure decibels which meets or exceeds American National Standards Institute (ANSI) section 1.4, 1971(r.1976) standards for type 2 special purpose meters.

Device shall mean any mechanism which is intended to produce or which actually produces sound when operated or handled.

Domestic power equipment shall mean any equipment or device used for routine home building repairs and grounds maintenance.

Noise shall mean any sound which exceeds the prescribed decibel levels at a time and locations described in the article.

Person shall mean and include any individual, corporation, association, partnership or limited partnership.

Property line shall mean the boundary line distinguishing ownership or the common wall of a townhouse, condominium or leased premises.

Residential district shall have the same meaning as in the Zoning Ordinance of the city, including single-family residence districts (R-1, R-2, R-3, R-4), multifamily residence districts (RG-1, RG-2, RG-3) and mobile home residence districts (MHP), or as established by future zoning ordinances as residential.

Sound shall mean that which is or can be heard, or particularly a temporal and spatial oscillation in pressure, or other physical quality, in a medium with internal forces that cause compression and rarefaction of that medium and which propagates at finite speed to distant points.

Sound-amplifying equipment shall mean any machine or device for the amplification [of] the human voice, music or any other sound or noise.

(Ord. No. 1274, § 2, 12-1-97)

Sec. 54-392. Noise in residential districts.

- (a) *General restriction.* It shall be unlawful for any person to use, operate or permit to be used or operated any device, radio, musical instrument, television, phonograph, drum, sound-amplifying equipment or device which produces or reproduces sound either stationary or mobile, in such a manner so as to create any sounds or noise which exceeds 80 db(A) during the hours of 6:00 a.m. until 9:00 p.m. or which exceeds 75 db(A) from 9:00 p.m. until 6:00 a.m. at any property line within a residential district or upon any public street or right-of-way or bordering upon any residential district within the corporate limits of the city.
- (b) *Loud or raucous sounds or noises.* It shall be unlawful for any person to willfully make, cause or continue any noise which disturbs the peace or quiet of any residential district and which exceeds 80 db(A) during the hours of 6:00 a.m. until 9:00 p.m. or which exceeds 75 db(A) from 9:00 p.m. until 6:00 a.m. at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the city.
- (c) *Sound-amplifying equipment.* It shall be unlawful to operate sound-amplifying equipment at any time that is plainly audible at a distance of thirty (30) feet or more from the property line from which the noise emanates and plainly audible within any residential district.
- (d) *Responsibility for creation of noise.* Any person creating any such sound or noise as described in this section and/or anyone permitting such sound or noise to be created in, or emanate from, any premises under his care, custody or control shall be presumed responsible for any such sound or noise.

(Ord. No. 1274, § 3, 12-1-97)

Sec. 54-393. Exceptions.

- (a) *Emergency and public work.* Noise or sound created in the performance of public service by governmental agencies or their contractors; or emergency work engaged in by persons for the public safety, health or welfare; or to restore property to a safe condition following a public emergency; or work to restore essential public services, including construction activities directly related to the abatement of any emergency, shall not be subject to the provisions of this article.
- (b) *Noises from authorized activities.* The prohibitions of this section shall not apply to air traffic at the Tuscaloosa Municipal Airport, parades, cultural events, athletic games, state or county fairs, or functions conducted pursuant to a permit specifically approved by the city council or other appropriate governmental agency. Issuance of a business license shall not constitute approval of, or authorization by the city council of the city within the meaning of this section.

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- (c) *Sirens, horns and whistles.* The provisions of this section shall not apply to any siren, whistle, horn or bell used by emergency vehicles or civil defense or used by motor vehicles, trains and boats as warning devices to avoid collisions.
 - (d) *Bells or chimes.* The provisions of this article shall not apply to any bell or chimes, or any device for the production or reproduction of the sound thereof which are associated with a clock or time-keeping device, a church or school.
 - (e) *Burglar alarms.* The provisions of this article shall not apply to any burglar alarm or security device; provided, however, no burglar alarm or security device shall sound for more than 15 minutes after being activated.
 - (f) *Construction activity or equipment.* The provisions of this article shall not apply to any construction activity or equipment operated between the hours of 6:00 a.m. and 9:00 p.m.
 - (g) *Domestic power equipment.* The provisions of this section shall not apply to any domestic power equipment operated between the hours of 6:00 a.m. to 9:00 p.m.
 - (h) *Vessels.* The provisions of the section shall not apply to the operation of any motor boat or vessel on any lake, river, stream or waterway.
 - (i) *Motor vehicles and trains.* The provisions of this section shall not apply to the normal and usual operation of motor vehicles and trains.

(Ord. No. 1274, § 4, 12-1-97)

Sec. 54-394. Noise on public streets generally.

It shall be unlawful for any person to use, operate, or permit to be used or operated in a motor vehicle any sound-amplifying equipment, including, but not limited to, radios, compact disc players and cassette tape players which produces or reproduces sound in such a manner as to create any sounds or noise which exceeds 75 db(A) on any public street or right-of-way in the corporate limits of the City of Northport or its police jurisdiction.

(Ord. No. 1274, § 5, 12-1-97)

Sec. 54-395. Use of engine compression brakes prohibited.

- (a) *Definitions.* The following definitions apply to this section:

Engine compression brake shall mean any device that utilizes air compression and/or rapid release of compressed air in the cylinders of diesel engines to slow or retard vehicle speed. Examples include but are not limited to Jacobs Engine™ Brakes, also know as Jake Brake™ Engine Retarders, Pacbrake™ engine brakes; Tec Brake™ engine brakes; and similar devices that meet the definition.

Noise baffling device shall mean a properly functioning muffler or engine exhaust silencer that eliminates the offensive and disturbing noise caused by use of engine compression brakes. The muffler or engine exhaust silencer must reduce the noise to levels meeting vehicle noise emission standards set or authorized by the Noise Control Act (42 U.S.C. §4901 et seq.) and the

United States Environmental Agency, and must also comply with all other federal, state, or local laws and regulations relating to vehicle noise levels.

Public safety vehicle shall mean any vehicle operated by the Northport Fire and Rescue Service or the Northport Police Department, or any other vehicle included in the definition of "authorized emergency vehicles" as provided in Ala. Code (1975) § 32-1-1.1.

- (b) It shall be unlawful for the operator of a motor vehicle to engage or allow to be engaged, operate, or use, an engine compression brake while the vehicle is operated on any public roadway within the corporate limits.
 - (c) This section shall not apply to operators of any of the following:
 - (1) A public safety vehicle.
 - (2) A vehicle involved in an emergency not caused by the operator of the vehicle utilizing the engine compression brake, wherein the operator reasonably believes that use of the engine compression brake is necessary to avoid or mitigate an accident or collision.
 - (3) A vehicle equipped with a noise baffling device. A law enforcement officer or other competent witness may give opinion evidence based on personal observation as to whether a vehicle had a properly functioning noise baffling device.
 - (d) The city is authorized but is not required to place traffic control devices in appropriate locations that substantially state "Engine Brake Noise Enforced."
 - (e) Any person convicted of violating this section shall be punished in accordance with section 54-4 of this Code.
- (Ord. No. 1357, § 1, 5-1-00; Ord. No. 1418, § 1, 1-7-02; Ord. No. 1438, § 1, 8-19-02; Ord. No. 1606, § 1, 4-10-06)

Secs. 54-396—54-409. Reserved.



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 8.a.2.

MEETING DATE: November 7, 2022

SUBJECT: 2nd Reading, Ordinance Re-Establishing a City Tree Program

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

This Ordinance re-establishes a City Tree Program based on the Tree City USA® Program for approximately 17 years from 1990 until 2006, including receiving multiple related grants during that time period.

Recommendation:

That you adopt the attached Ordinance.

Funding Source/GL Code:

N/A City Administrator Approval: _____

Motion for Consideration:

I move to adopt the Ordinance Re-Establishing a City Tree Program in the City of Northport.

ORDINANCE NO.

ORDINANCE RE-ESTABLISHING A CITY TREE PROGRAM

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, the City of Northport manages and cares for many trees on public property, and

WHEREAS, the City of Northport was recognized with the Tree City USA® designation for 17 years from 1990 until 2006, and

WHEREAS, the City of Northport desires to seek the Tree City USA® designation again both to recognize and improve the tree care program by seeking grants and other resources.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTHPORT, ALABAMA AS FOLLOWS:

1. The City of Northport adopts the ordinance re-establishing a City tree program, as set forth in Exhibit “A” which is attached hereto and incorporated by reference as if fully set out verbatim.
2. The City Administrator is authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this Ordinance.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

ORDAINED this the 7th day of November, 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 7th day of November, 2022.

Bobby Herndon, Mayor

I hereby certify that the above and foregoing Ordinance was published on _____, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda D. Webb, City Administrator

1st Reading: October 24, 2022
Motion By: Hogg
2nd Reading: November 7, 2022
Motion By:
Second By:
Publication:

EXHIBIT “A”

CHAPTER 57

ENVIRONMENT

ARTICLE I. City of Northport Tree Program

Section 1. Purpose.

To enhance the quality of life and the present and future health, safety, and welfare of all residents, to enhance property values, and to ensure proper planting and care of trees on public property, the City Council herein delegates the authority and responsibility for managing public trees, establishes practices governing the planting and care of trees on public property, and makes provision for the emergency removal of trees on private property under certain conditions.

Section 2. Definitions.

As used in this Article, the following words and phrases shall have the meanings indicated:

Damage – any injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part of the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

Nuisance – any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety, and welfare.

Parkway – the area along a public street between the curb and the sidewalk; or if there is no curb or sidewalk, the unpaved portion of the area between the street right-of-way line and the paved portion of the street or alley.

Public property – all grounds and rights-of-way (ROWs) owned or maintained by the City.

Public tree – any tree or woody vegetation on city-owned or city-maintained property or rights-of-way.

Top or Topping – the non-standard practice of cutting back of limbs to stubs within a tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

Section 3. Authority and power.

- (a) **Delegation of authority and responsibility.** The Director of Public Works and/or their designee, hereinafter referred to as the “Director”, shall have full authority and responsibility to plant, prune, maintain and remove trees and woody plants growing in or upon all municipal streets, rights-of-ways, city parks, and other public property. This shall include the removal of trees that may threaten electrical, telephone, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest disease.
- (b) **Coordination among city departments.** All city departments will coordinate as necessary with the Director and will provide services as required to ensure compliance with this Ordinance as it relates to streets, alleys, rights-of-way, drainage, easements, and other public properties not under direct jurisdiction of the Director.
- (c) **Interference.** No person shall hinder, prevent, delay, or interfere with the Director or his agents while engaged in carrying out the execution or enforcement of this Ordinance.

Section 4. Tree planting and care standards.

- (a) **Standards.** All planting and maintenance of public trees shall be informed by the American National Standards Institute (ANSI) [A-300 "Standards for Tree Care Operations"](#) and tree care [Best Management Practices \(BMPs\)](#) published by the International Society of Arboriculture.
- (b) **Requirements of franchise utility companies.** The maintenance of public trees for utility clearance shall conform to all applicable utility industry standards.
- (c) **Preferred species list.** The Director shall maintain an official list of desirable tree species for planting on public property in two size classes: Ornamental (20 feet or less in height at maturity) and Shade (greater than 20 feet at maturity). Trees from this approved list may be planted without special permission; other species may be planted with written approval from the Director.
- (d) **Planting distances.** The Director shall develop and maintain an official set of spacing requirements for the planting of trees on public property. No tree may be planted within the visibility triangle of a street intersection or within 10 feet of a fire hydrant.
- (e) **Planting trees under electric utility lines.** Only trees listed as Ornamental trees on the official city tree species list may be planted under or within 15 lateral feet of any overhead utility wire.

Section 5. Prohibition against harming public trees.

- (a) It shall be unlawful for any person, firm, or corporation to damage, remove, or cause the damage or removal of a tree on public property without written permission from the Director.
- (b) It shall be unlawful for any person, firm, or corporation to attach any cable, wire, sign, or any other object to any street, park, or public tree.
- (c) It shall be unlawful for any person, firm, or corporation to “top” any public tree. Trees severely damaged by storms or other causes, where best pruning practices are impractical may be exempted from this provision at the determination of the Director.
- (d) Any person, firm, corporation, or city department performing construction near any public tree(s) shall consult with the Director and shall employ appropriate measures to protect the tree(s).
- (e) Each violation of this section as determined and notified by the Director shall constitute a separate violation, punishable by fines and penalties under Section 8, in addition to mitigation values placed on the tree(s) removed or damaged in violation of this section.

Section 6. Adjacent owner responsibility.

- (a) The owner of land adjacent to any city street or highway, when acting within the provisions of this Ordinance, may plant and maintain trees in the adjacent parkway area.
- (b) No property owner shall allow a tree, or other plant growing on his or her property to obstruct or interfere with pedestrians or the view of drivers, thereby creating a hazard. If an obstruction persists, the Director shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the City may undertake the necessary work and charge the cost to the property owner.

Section 7. Certain trees declared a nuisance.

- (a) Any tree, or limb thereof, on private property determined by the Director to have contracted a lethal, communicable disease or insect; to be dead or dying; to obstruct the view of traffic signs or the free passage of pedestrians or vehicles; or that threatens public health, safety, and welfare is declared a nuisance and the City may require its treatment or removal.

- (b) Private property owners have the duty, at their own expense, to remove or treat nuisance trees on their property. The City may remove such trees at the owner's expense if the owner does not comply with treatment and/or removal as specified by the Director within the written notification period.

Section 8. Violations and penalty.

Any person found to be in violation of this chapter shall, upon conviction, be subject to the penalty provisions prescribed in [section 1-6](#) of this Code.

Section 9. Appeals.

Appeals to decisions by the Director, or to penalties imposed after violations of this ordinance, shall be heard by City Council.

Section 10. Severability.

Should any word, sentence, clause, paragraph, or provision of this Ordinance be found to be invalid, in conflict with other ordinances, or unconstitutional, the remaining provisions of this Ordinance shall remain in full force and effect.



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 8.a.3.

MEETING DATE: November 7, 2022

SUBJECT: 2nd Reading, Ordinance Correcting Chapter 42, Article VII of the Northport Municipal Code pertaining to weed control

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

This ordinance corrects sections of Chapter 42 that refer to an outdated administrative fee amount not consistent with the updated amount approved in Ordinance 2153 for nuisance weed abatement.

Recommendation:

Adopt the attached Ordinance

Funding Source/GL Code:

N/A City Administrator Approval: _____

Motion for Consideration:

I move to adopt the Ordinance Correcting Chapter 42, Article VII of the Northport Municipal Code pertaining to weed control.

ORDINANCE NO.

**ORDINANCE CORRECTING CHAPTER 42, ARTICLE VII OF THE
NORTHPORT MUNICIPAL CODE PERTAINING TO WEED CONTROL**

WHEREAS, the City of Northport duly abates nuisance weeds on private property at the expense of the City pursuant to Chapter 42, Article VII. (Weed Control) of the Northport City Code of Ordinances and Section 11-67-80, Code of Alabama (1975), as amended; and

WHEREAS, the City recently updated the administrative fee to cover costs in investigating, processing, communicating, and recording in order to respond to and abate nuisance weeds, and

WHEREAS, the City wishes to correct outdated references to previous administrative fee amounts.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
NORTHPORT, ALABAMA AS FOLLOWS:**

1. The City amends Chapter 42, Article VII of the Northport Municipal Code, as set forth in Exhibit “A” which is attached hereto and incorporated by reference as if fully set out verbatim.
2. This Ordinance shall become effective immediately upon passage and publication.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

ORDAINED this the 7th day of November, 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 7th day of November, 2022.

Bobby Herndon, Mayor

I hereby certify that the above and foregoing Ordinance was published on _____, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda D. Webb, City Administrator

1st Reading: October 24, 2022
Motion By: Hogg
2nd Reading: November 7, 2022
Motion By:
Second By:
Publication:

EXHIBIT “A”

CHAPTER 42
HEALTH AND SANITATION
ARTICLE VII. Weed Control

Sec. 42-261. Unlawful growth of vegetation.

In order to keep premises and vacant lots within the city free of any growth of weeds or grass or downed trees and/or limbs favorable to the harboring of mosquitoes or other insects of like kind and/or rodents or reptiles, it shall be unlawful for any person owning, residing or having charge or control of any premises or vacant lot within the city to allow weeds, grass or kudzu to grow to the height in excess of 12 inches or to allow any other vegetation, including, but not limited to, grasses or weeds, kudzu, vines, cane, bamboo or underbrush to become overgrown or to allow downed trees and/or limbs to remain to such an extent that the same may create favorable conditions to the harboring of mosquitoes or other insects of like kind and/or rodents or reptiles or otherwise constitutes a public nuisance or a danger to the public health, safety and welfare.

No notice shall be required to constitute a violation of this section.

(Ord. No. 1817 , § 2, 10-7-13)

Sec. 42-262. Removal of litter, accumulated trash and accumulated unused items required.

It shall be unlawful for any person owning, residing on or having charge or control of any premises or vacant lot within the city to allow any litter or accumulation of trash (except for collection purposes on regularly scheduled collection days in a manner authorized), accumulation of unused items, or accumulation of storm debris or construction debris on said premises or vacant lot.

No notice shall be required to constitute a violation of this section.

(Ord. No. 1817 , § 2, 10-7-13)

Sec. 42-263. Abatement.

- (a) *Deadline for removal.* If after the expiration of 14 calendar days from any first notice, or seven calendar days from any second or subsequent notice, to cut the weeds, grass or other vegetation or to remove downed trees and/or limbs or other items in violation of section 42-261 or section 42-262, the weeds, grass, or other vegetation are not cut, or the downed trees or limbs are not removed or the litter, trash, unused items, construction debris or storm debris is not removed the city may do such work at the expense of the owner or other person having charge or control thereof, which charge may be a lien on the lot or parcel of land to be collected as all debts are collected, or liens enforced.
- (b) *Notice.* Notice shall include either a citation or summons, written notice mailed to the property owner, oral notice to the property owner or written notice posted on the property if the address of the property owner is not known.

- (c) *Appeal.* Any person receiving a notice or citation as referenced in subsection (b) who disagrees that there is a violation of section 42-261 or section 42-262, may appeal the requirements to cut weeds, grass or other vegetation, or to remove downed trees or limbs or to remove litter, trash, unused items, construction debris or storm debris to the city administrator within five business days after the date of service by filing written notice of appeal to the city administrator. Abatement of the property shall be stayed during the appeal pending final decision of the city administrator.

(Ord. No. 1817 , § 2, 10-7-13)

Sec. 42-264. City may correct violation.

Upon finding a violation of section 42-261 or section 42-262, and the owners failure to abate said condition, pursuant to notice given under section 42-263, the city may perform one of the following:

- (1) Abate the issues themselves and charge the owner of the property a reasonable cost of this work performed by the city;
- (2) Obtain written or verbal quotes to perform the work, have the lowest responsible vendor to perform the work, and charge the owner the actual cost of this work; or
- (3) Bid the work annually or periodically and charge the owner the per-unit cost of the annual bid for this work performed.

In addition, for each action taken by the city as specified in this section, there may be a \$125.00 fee added to the cost, as computed above, for reimbursing the city administrative costs of enforcing this article.

(Ord. No. 1817, § 2, 10-7-13)

Sec. 42-265. Penalty for habitual offenders.

The cost for the property owner for the first three notices for the same location shall be computed as set forth in section 42-264 as the reasonable or actual cost to the city plus the \$125.00 administrative fee billed to the property owner.

However, on each subsequent notice after the first three notices for the same location the property owner shall be charged double the reasonable or actual cost to the city as provided in section 42-264 as a penalty for repeated violations of these provisions, plus the \$125.00 administrative fee.

(Ord. No. 1817 , § 2, 10-7-13)

Sec. 42-266. Ownership of property.

The city shall presume that the owner of the property is the owner shown on the county tax records unless receiving actual notice that the ownership of the property has changed hands.

(Ord. No. 1817 , § 2, 10-7-13)

Sec. 42-267. City authorized to file lien.

The city is authorized to file a lien against the property on charges related to work performed by the city pursuant to section 42-261 through 42-264 after 30 days written notice mailed to the property owner of the city's intent to file a lien. This lien shall be a certified copy of a resolution passed by the city council and shall state the purpose and amount of the lien and shall be recorded in the Office of Probate for Tuscaloosa County. The amount of the lien shall include the legal cost to the city in conducting a title search to confirm the identity of the current owner of said property.

(Ord. No. 1817 , § 2, 10-7-13)

Sec. 42-268. Administrative Fee for Nuisance Weed Abatement

There shall be a \$125.00 minimum administrative fee to cover costs in investigating, processing, communicating, and recording in order to respond to and abate nuisance weeds. Such fee shall be in addition to the cost of any contract, labor, and advertising costs required to abate the nuisance.

Secs. 42-269—42-290. Reserved.



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 8.a.4.

MEETING DATE: November 7, 2022

SUBJECT: 2nd Reading, Ordinance Amending Chapter 74, Article V Relating to Extensions for Water and Sanitary Sewer Mains Outside City Limits

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

This ordinance clarifies the City's policy for extending water and sewer service beyond the City limits, limiting such extension to one (1) single-family home at a time on a case-by-case basis.

Recommendation:

That you adopt the attached Ordinance.

Funding Source/GL Code:

N/A City Administrator Approval: _____

Motion for Consideration:

I move to adopt the Ordinance Amending Chapter 74, Article V. Relating to Extensions for Water and Sanitary Sewer Mains Outside City Limits.

ORDINANCE NO.

**ORDINANCE AMENDING CHAPTER 74, ARTICLE V. RELATING TO
EXTENSIONS FOR WATER AND SANITARY SEWER MAINS OUTSIDE CITY LIMITS**

WHEREAS, the City of Northport has a uniform policy for the extension of water mains and sanitary sewers, and

WHEREAS, the intent is to provide for the extension of water and sewer services within the corporate limits of the City and, where such extension are economically feasible and can be provided at a minimum cost to the taxpayers of the City, outside the corporate limits of the City, and

WHEREAS, the City Council has determined that a revision to said policy and procedure is in the best interest of the citizens of Northport,

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
NORTHPORT, ALABAMA AS FOLLOWS:**

1. The City of Northport amends Chapter 74, Article V. of Northport Municipal Code, as set forth in Exhibit "A" which is attached hereto and incorporated by reference as if fully set out verbatim.
2. This Ordinance shall become effective immediately upon passage and publication.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

ORDAINED this the 7th day of November, 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 7th day of November, 2022.

Bobby Herndon, Mayor

I hereby certify that the above and foregoing Ordinance was published on _____, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda D. Webb, City Administrator

1st Reading: October 24, 2022
Motion By: Hinton
2nd Reading: November 7, 2022
Motion By:
Second By:
Publication:

EXHIBIT “A”

CHAPTER 74

UTILITIES

ARTICLE V. EXTENSIONS FOR WATER MAINS AND SANITARY SEWERS

Sec. 74-237. Service areas outside the city limits.

- (a) Extensions of or connections to either the city water or sewer system for purposes other than one (1) single-family residence is not allowable beyond the city limits, including extensions within the city limits for the provision of fire protection outside the city limits.
- (b) No water or sewer service will be provided outside the city limits ~~except to subdivisions, developments, or other~~ one (1) single-family residence at a time on a case-by-case basis ~~areas unless the same is expressly authorized by city council the unanimous consent of the elected city council of the city,~~ pursuant to a duly adopted resolution setting forth the reason for variations from the policy of not providing water services outside the city limits.
- (c) All expenses to provide the applicant water services shall be paid by the applicant and not by the city.
- (d) The applicant shall agree that if in the future the property may be annexed into the city, the owner shall apply for annexation at that time. In the event the applicant or current owner of the property refuses to annex into the city, the city retains the right to terminate water services to this property.
- (e) Emergency access to city water may be granted by the city administrator. However, this is temporary only. Any permanent access must be voted on by the city council as required in subsection (b) above.

(Ord. No. 1390, § 1, 5-7-01; Ord. No. 2136 , § 1(Exh. A), 2-7-22)



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.a.1.

MEETING DATE: November 7, 2022

SUBJECT: Ordinance Declaring Severe Weather Preparedness Tax Holiday

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Whitney Bostick

Approved By: Darren McGee

Summary:

This ordinance would provide a Severe Weather Preparedness Tax Holiday beginning at 12:01 a.m. on Friday, February 24, 2023, and ending at twelve midnight on Sunday, February 26, 2023. This tax holiday would exempt covered items from sales and use tax on these dates.

Recommendation:

If it pleases the council, offer for 1st reading.

Funding Source/GL Code:

GL Code No. N/A Amount: \$N/A

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

I offer this for a 1st Reading, an ordinance for a Severe Weather Preparedness Tax Holiday beginning at 12:01 a.m. on Friday, February 24, 2023, and ending at twelve midnight on Sunday, February 26, 2023. This tax holiday would exempt covered items from sales and use tax on these dates.

ORDINANCE NO. _____

**AN ORDINANCE ALLOWING THE CITY OF NORTHPORT
TO EXEMPT CERTAIN “COVERED ITEMS” FROM THE MUNICIPAL
SALES AND USE TAX BEGINNING AT 12:01 A.M. ON FRIDAY, FEBRUARY 24, 2023, AND
ENDING AT TWELVE MIDNIGHT ON SUNDAY, FEBRUARY 26, 2023, AS AUTHORIZED
BY ACT 2012-256, GENERALLY REFERRED TO AS THE SALES TAX HOLIDAY FOR
SEVERE WEATHER PREPAREDNESS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTHPORT AS
FOLLOWS:**

(a) In conformity with the provisions of Act 2012-256, enacted by the Alabama Legislature during the 2012 Regular Session, providing for a State Sales Tax Holiday for Severe Weather Preparedness, the City of Northport exempts “covered items” from municipal sales and use taxes during the same period, beginning at 12:01 a.m. on February 24, 2023, and ending at twelve midnight on February 26, 2023.

(b) This section shall be subject to all terms, conditions, definitions, time periods, and rules as provided by Act 2012-256, except that the time period shall only be as specified in subsection (a) and not for all years thereafter.

**IT IS FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF
NORTHPORT, ALABAMA AS FOLLOWS:**

3. The City Administrator is hereby authorized and directed to certify a copy of this ordinance under the seal of the City of Northport, Alabama and to forward said certified copy to the Alabama Department of Revenue to be recorded and posted on the Department website.

4. This Ordinance shall become effective immediately upon passage and publication.

ORDAINED THIS THE __ DAY OF _____, 2022.

CITY COUNCIL OF THE
CITY OF NORTHPORT, ALABAMA

BY: _____
Jeff Hogg, Its President

ATTEST:

City Administrator/City Clerk

APPROVED this the __th day of _____, 2022.

Bobby Herndon, Mayor

I hereby certify that the above and foregoing Ordinance was published in The Northport Gazette on the _____ day of _____, 2022.

City Administrator/City Clerk

1st Reading: November 7, 2022

Motion:

2nd Reading: November 21, 2022

Motion By:

Second By:

Published:



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.b.1.

MEETING DATE: November 7, 2022

SUBJECT: Resolution Authorizing the City Administrator to Enter into an Agreement for Ransomware Prevention Software

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests approval of a resolution authorizing the City Administrator to enter into an agreement with Ricoh Software for ransomware protection.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

GL Code No. 01-22-000-50111 Amount: \$37,388.85

GL Code No. 01-22-000-50210 Amount: \$3,600.00

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to enter into an agreement with Ricoh Software for Ransomware Protection and to approve any requisitions pertaining to said agreement.

RESOLUTION NO. 22-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH RICOH RANSOMWARE SOFTWARE

WHEREAS, cybersecurity has become an important part of day-to-day business operations;

WHEREAS, cybersecurity is a necessity in protecting systems from malicious software;

WHEREAS, it is imperative that the City takes every measure to ensure that information and systems are secure;

WHEREAS, this agreement will be for a 60 month period;

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

1. The City Administrator is hereby authorized to enter into an agreement with Ricoh Ransomware as described in “Exhibit A”.
2. The City Administrator is authorized to approve any requisitions related to this agreement.

RESOLVED AND DONE this 7th day of November 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda Webb
City Administrator

Reading: November 7, 2022
Motion:
Second:

EXHIBIT “A”



OMNIA PARTNERS PUBLIC SECTOR MASTER MAINTENANCE & SALE AGREEMENT

CUSTOMER INFORMATION					
Full Legal Name	City of Northport				
Address	3500 MCFARLAND BLVD				
City	NORTHPORT	State	AL	Zip Code	35476-3181

This OMNIA Partners Public Sector Master Maintenance & Sale Agreement (“Agreement”) sets forth the specific terms and conditions under which Ricoh USA, Inc. (“Ricoh”) agrees to sell the specific equipment, software, and/or hardware (“Products”) and/or provide the services (“Services”) identified on an Order (defined below). This Agreement is executed pursuant to the contract by and between Ricoh and The Regents of the University of California, a California public corporation (“UC”) on behalf of the University of California; and National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector Omnia. and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Purchasing Agreement number 2021002788 and the contract period is from January 26, 2021 to January 25, 2026 (the “Contract Period”), including any and all exercised renewal periods, (the “Contract”). In order to obtain Products and/or Services from Ricoh hereunder, Customer will either: (i) execute an order form (in a form to be provided and executed by Ricoh) referencing this Agreement; or (ii) issue a purchase order to Ricoh (each, an “Order”). Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any. This Agreement shall consist of the terms and conditions of the Contract and this Agreement. As it pertains to this Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Agreement, (b) the terms and conditions of any Order, and (c) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

Terms applicable to Service transactions only:

1. **Services.** (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the “Serviced Products”), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer’s specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer’s specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium (“Data Management Services”), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer’s request and paid at Ricoh’s applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Unless otherwise specified in an Order, service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday (“Normal Business Hours”) at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, “Ricoh Holidays”). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any Customer location, Ricoh personnel shall comply with Customer’s reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Agreement.

3. **Term; Early Termination.** Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the “Initial Term”) so long as no ongoing default exists on Customer’s part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis (any such renewal period together with the Initial Term, the “Term”). In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.



4. **Service Charges.** (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Services extend beyond the Term of the Order, the Service Charges and any rate expressly set forth in the Order may be increased by Ricoh up to fifteen percent (15%) of the then-current Service Charges and rates annually for each year beyond the Term of the Order, and Customer expressly consents to such adjustment without additional notice.

5. **Use of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).

8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification.** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party



shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Terms applicable to Product sale transactions only:

10. **Order; Delivery and Acceptance.** Each Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the applicable Order. Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Terms applicable to all transactions:

13. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

14. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

15. **Payment; Taxes.** Payment terms are net thirty (30) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and



such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders.

17. **Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

19. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.

20. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

21 **Service Levels.** (a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____





**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.b.2.

MEETING DATE: November 7, 2022

SUBJECT: Allocation of 2022 Northport First Funds

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kelly Homan

Approved By: Darren McGee

Summary:

This resolution is to have \$3,945,238.46 of available 2022 Northport First Funds allocated among proposed projects. The breakdown of funds is attached and any balances from projects less than \$2,500 will be transferred to Reserves. The proposal was approved at the October 24, 2022 Finance Committee Meeting.

Recommendation:

Approve the Request

Funding Source/GL Code:

GL Code No. Amount: \$3,945,238.46

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

I move for the adoption of a resolution for the proposed allocations for the available 2022 Northport First Funds.

RESOLUTION NO. 22 -

RESOLUTION ALLOCATING 2022 NORTHPORT FIRST FUNDS

WHEREAS, the City of Northport desires to utilize Northport First Funds in a fiscally responsible manner while also furthering initiatives of the City of Northport.

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

1. That the City designates \$3,945,238.46 available and unallocated 2022 Northport First Funds for the following expenses:
 - a. \$1,000,000.00 – Rice Mine Road
 - b. \$ 600,000.00 – Waterpark Engineering
 - c. \$ 600,000.00 – Sports Complex Engineering
 - d. \$ 85,000.00 – Rec Plan Amendment I
 - e. \$1,000,000.00 – Reserves
 - f. \$ 9,759.69 – Land Purchase – Recreation additional costs
 - g. \$ 650,000.00 – Grant Match Funding

\$3,945,238.46 TOTAL with any balances after project completion less than \$2,500 to be deposited into the Reserves
2. This resolution shall become effective immediately.

RESOLVED AND DONE THIS 7th DAY OF NOVEMBER, 2022

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: November 7, 2022

Motion By:

Second By:

1- Total fiscal year revenues and year to date allocations

FY2022 Northport First Funds

\$ 7,314,116.12	2022 Revenues
<u>\$ 3,368,877.66</u>	2022 Allocated to Date
\$ 3,945,238.46	Available to Allocate

2- Proposed allocations of remaining unallocated funds

FY2022 Northport First Proposed Allocations

\$ 1,000,000.00	Rice Mine Road
\$ 600,000.00	Waterpark Engineering
\$ 600,000.00	Sports Complex Engineering
\$ 85,000.00	Rec Plan Amendment I
\$ 1,000,000.00	Reserves
\$ 9,759.69	Land Purchase - Recreation additional costs
\$ 650,478.77	Grant Match funding
<u>\$ 3,945,238.46</u>	<u>TOTAL</u>

3- We are proposing that for remaining balances of less than \$2,500 allocated to projects that will not be used due to the projects being completed that the Finance Director/City Administrator be allowed to reallocate/transfer those remaining balances to Reserves.



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.b.3.

MEETING DATE: November 7, 2022

SUBJECT: Resolution Authorizing the City Administrator to Extend the Contract for Professional Engineering Services for Sewer Improvements

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

On December 14, 2020, the City Council passed Resolution 20-114 authorizing the City Administrator to enter into a contract with The Cassady Company, Inc., for professional engineering services for sewer improvements. In that time, there were four (4) projects listed to be completed and the department completed a total of ten (10) projects, including preparation of a Sanitary Sewer Overflow Response Plan, Emergency Sewer Repairs on MLK Blvd, checking pump curves for filter backwash, pump performance testing, Mitt Lary Sewer Crossing Survey, preliminary work of budgeting for proposed Martin Spur sewer, Meadowlake Pump Station Rehabilitation, Montgomery Farms Pump Station Rehabilitation, clearing of rights-of ways along sewer mains, and in-place rehabilitation for sewer lines and manholes.

This resolution is to authorize the City Administrator to extend the contract with The Cassady Company, Inc., for professional engineering services assisting the City with sewer improvements throughout the City. These projects include Mitt Lary Road sewer crossing repair, Rights-of-way Clearing Phase II, Point Repair Phase II, Sand Springs Booster Station Rehabilitation, pump station performance testing, 2023 SRF applications, in-place rehabilitation for sewer lines and manholes, and other miscellaneous sewer improvements as requested.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-600-81509 Amount: NTE \$50,000.00

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

I move to approve the Resolution authorizing the City Administrator to extend the professional services contract with The Cassady Company, Inc., to assist with sewer improvements throughout

the city, and to execute any necessary documents and approve requisitions pertaining to said contract.

RESOLUTION NO. 22-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXTEND THE PROFESSIONAL
ENGINEERING SERVICES CONTRACT WITH THE CASSADY COMPANY, INC., FOR
SEWER IMPROVEMENTS**

WHEREAS, the City of Northport entered into a contract with The Cassady Company, Inc., for engineering services for sewer improvements on December 14, 2020, during which time there were four (4) projects listed to be completed and the department completed a total of ten (10) projects; and

WHEREAS, there is still a need for rehabilitation for pump stations, sewer lines and manholes throughout the City; and

WHEREAS, the City Council believes it is in the best interest of the City of Northport to extend the contract with The Cassady Company, Inc., for professional engineering services for the various sewer improvement projects;

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

- 1) The City Administrator is hereby authorized to extend the contract for professional engineering services with The Cassady Company, Inc., regarding various sewer improvement projects.
- 2) The City Administrator is hereby authorized to execute any necessary documents and approve requisitions pertaining to the said contract with The Cassady Company, Inc. for the sewer improvements.

RESOLVED AND DONE THIS _____ DAY OF _____, 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: November 7, 2022
Motion By:
Second By:

CONTRACT FOR PROFESSIONAL SERVICES



CASSADY PROJECT NO. 20-140

PROJECT NAME General Engineering Services for Sewer Improvements

This Agreement made and entered into _____ by and between THE CASSADY COMPANY, INC., hereinafter called "CASSADY" and CITY OF NORTHPORT, hereinafter called "CLIENT", is for the services described under Item No. 2 of this Agreement.

CLIENT NAME: City of Northport
ADDRESS: 3500 McFarland Boulevard, Northport, Alabama 35476
PHONE NUMBER: 205-339-7000 FAX NUMBER: _____
EMAIL: jwebb@cityofnorthport.org

1. General Nature of Project Described in Prime Agreement between CASSADY and CLIENT: Cassady is to provide General Engineering Services for sewer improvements as requested and noted in the Scope of Services herein.
2. Scope of Services to be performed by CASSADY:
Refer to Attachment A – Scope of Services
3. Engineering Services requested shall be completed in a timely manner by the times and dates as requested by the City for each task.
4. The compensation to be paid CASSADY for providing these services called for herein shall be: Unit Cost/Time Charges, plus reimbursable costs, at the hourly Rate Schedule as provided in Attachment B, for a total NOT TO EXCEED fee of not to exceed \$50,000.
5. DURATION: This Agreement shall remain in effect until completion of proposed scope of work, unless terminated as provided herein, or extended by mutual agreement, in writing.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

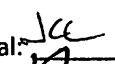
THE CASSADY COMPANY, INC.

Signed: Calvin Cassady
Typed Name: Calvin Cassady, P.E.
Title: President
Date: 12/28/20

CITY OF NORTHPORT

Signed: Warren H. McCollum
Typed Name: Warren H. McCollum
Title: City Administrator
Date: _____

6. **REIMBURSABLE COSTS:** Reimbursable costs shall include out-of-pocket expenses, the cost of which shall be charged at actual cost. Typical out-of-pocket expenses shall include, but not be limited to, local travel at the rate currently paid by CASSADY to its employees, but not more than 57.5 cents per mile, permit and application fees, and sub-consultant fees (15% will be added to sub-consultant fees to cover overhead expenses).
7. **INSURANCE:** CASSADY shall maintain, throughout the term of this Agreement, the following insurance limits and coverage:
- A. Worker's Compensation insurance in amounts required by State law, including Employer's Liability Insurance with limits of not less than \$1,000,000 per accident, \$1,000,000 per disease, and \$1,000,000 policy limit on disease.
 - B. Commercial General Liability insurance including bodily injury, property damage, personal injury, blanket contractual and broad form property damage coverage, including products and completed operations, an XCU exposure with combined single limits of not less than \$1,000,000 per occurrence.
 - C. Commercial Automobile Liability insurance including owned, non-owned, leased, and hired motor vehicle coverage with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - D. Professional Liability insurance with a limit of not less than \$1,000,000 per claim.
- ~~8. **INDEMNIFICATION:** The CLIENT shall indemnify and save harmless CASSADY, and its agents, representatives, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, including attorney's fees, arising out of or in connection with or claimed to arise out of or in connection with any act, error, omission, or wrongful act of the CLIENT or anyone acting on its behalf in connection with or incidental to this Agreement or a contractor or subcontractor of the Client. Such indemnification shall include, but not be limited to, failure to adequately implement and maintain effect best management practices for erosion and sediment control whether or not CASSADY provides consulting services related to such activities.~~
9. **TERMINATION:** This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, CLIENT shall pay CASSADY compensation for work satisfactorily completed up to date of termination for said work.
10. **WAIVER:** Any failure by CASSADY to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and CASSADY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
11. **DISPUTE RESOLUTION:** If any dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.
12. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State which is that situs of the work.
13. **SOFTWARE REQUIREMENTS:** All computer applications and software must be compatible with CLIENT applications and standards. All computers used by CLIENT shall be equipped with anti-virus software. All electronically stored data shall have back-up no less often than daily.
14. **OWNERSHIP OF DOCUMENTS:** All documents, including drawings, specifications, and surveys prepared by THE CASSADY COMPANY, INC. are instruments of service and shall remain the property of THE CASSADY COMPANY, INC. Such documents may not be used by the CLIENT for any other endeavor without the written consent of THE CASSADY COMPANY, INC.

CASSADY Initial: 

CLIENT Initial: 

ATTACHMENT A

SCOPE OF SERVICES

General Engineering Services as specifically requested by the City, including but not limited to, design, development of proposals for bidding, survey, construction administration, and inspection shall be provided for the following projects identified by the City as:

- A. Meadowlake Pumping Station Rehabilitation
- B. Montgomery Farms Pump Station Rehabilitation
- C. Clearing of rights-of-way along sewer mains
- D. In-place rehabilitation for sewer lines and manholes
- E. Other sewer improvements as requested by the City

Engineering fees are to be billed and paid monthly as progress is made on the project.

JCC

RESOLUTION NO. 20-114

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE
AND ENTER INTO A PROFESSIONAL ENGINEERING SERVICES CONTRACT
WITH THE CASSADY COMPANY, INC. FOR SEWER IMPROVEMENTS**

WHEREAS, there are several sewer pump stations in the City that are in need of rehabilitation and repairs;

WHEREAS, there is a need for rehabilitation for sewer lines and manholes throughout the City;

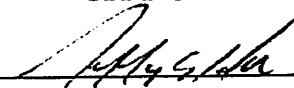
WHEREAS, the City Council believes it is in the best interest of the City of Northport to negotiate and enter into an agreement with The Cassady Company, Inc., for professional engineering services for the various sewer improvement projects;

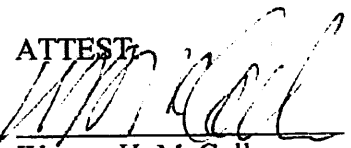
NOW, THEREFORE, BE IT RESOLVED, by the City Council for the City of Northport, Alabama as follows:

1. The City Administrator is hereby authorized to negotiate and enter into an agreement for professional engineering services with The Cassady Company, Inc. regarding various sewer improvement projects.
2. The City Administrator is hereby authorized to execute any necessary documents and approve requisitions pertaining to the said contract with The Cassady Company, Inc. for the sewer improvements.

RESOLVED AND DONE this 14th day of December 2020.

**THE CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: 
Jeff Hogg
Council President

ATTEST

Warren H. McCollum
Interim City Administrator

Reading: December 14, 2020
Motion: Washington
Second: Hinton

**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 8 (b) 2

MEETING DATE: December 14, 2020

SUBJECT: Resolution Authorizing the City Administrator To Negotiate And Enter Into An Agreement For Engineering Services For Sewer Improvements

Consent Agenda X

Action Agenda

Public Hearing

First Reading

Second Reading

Other X

Prepared By: Allison Russell

Approved By: John Powell Webb

Summary: This is a Resolution of a Temporary Nature Authorizing the City Administrator to negotiate and enter into an agreement with The Cassady Company, Inc., for professional engineering services assisting the City with sewer improvements, throughout the City, which includes sewer improvements approved in the 2021 Capital Projects budget on October 19, 2020. The projects that are included are as follows: Meadowlake Pump Station Rehabilitation, Montgomery Farms Pump Station Rehabilitation, Sewer Main Right-of-Way Re-establishment, and misc. sewer improvements as requested.

Alternatives: Deny

Recommendation: Approve the attached resolution.

Fiscal Impact: Unknown at this time

Motion for Consideration: I move to approve the Resolution authorizing the City Administrator to negotiate and enter into a professional services contract with The Cassady Company, Inc., to assist with sewer improvements throughout the city, and to execute any necessary documents and approve requisitions pertaining to said contract.



Providing Solutions for Water, Wastewater, and Storm Water Problems

4700 Highway 69 North • Northport AL 35473

Phone (205) 330-0098 • Fax (205) 330-0099

August 29, 2022
Invoice No. 18
 Cassady Project 20-140

Ms. Glenda D. Webb
 City Administrator
 City of Northport
 3500 McFarland Boulevard
 Northport, Alabama 35476

ATTN: John Powell Webb, P.E.

Re: General Engineering Services for Sewer Improvements
 Northport, Alabama

INVOICE SUMMARY						
Engineering Design and Construction Services provided through August 25, 2022.						
			TOTAL CONTRACT AMOUNT	\$		60,000.00
			Total Meadow Lake PS Billed to Date	\$		4,092.94
			Total Montgomery Farms PS Billed to Date	\$		8,742.56
			Total Smith Creek PS Billed to Date	\$		4,908.72
			Total Northwood Gardens PS Billed to Date	\$		1,337.84
			Total ROW Clearing Billed to Date	\$		2,147.50
			Total Mitt Lary Sewer Billed to Date	\$		2,232.96
			Total Martin Spur Sewer Billed to Date	\$		5,650.08
			Total Misc. Sewer Billed to Date	\$		20,873.81
			TOTAL BILLED TO DATE	\$		49,986.41
			LESS AMOUNT PREVIOUSLY BILLED	\$		48,746.57
			TOTAL AMOUNT DUE THIS INVOICE	\$		1,239.84
1. Meadow Lake Pumping Station Rehabilitation (20-137)						
Classification	Hourly Rate	Current Hours	Completed This Invoice	Completed Last Invoice	Total Completed	
Totals			\$ -	\$ 4,092.94	\$ 4,092.94	
2. Montgomery Farms Pumping Station Rehabilitation (19-119)						
Classification	Hourly Rate	Current Hours	Completed This Invoice	Completed Last Invoice	Total Completed	
Totals			\$ -	\$ 8,742.56	\$ 8,742.56	
3. Sanitary Sewer Overflow Response Plan, SSORP (21-114)						
Classification	Hourly Rate	Current Hours	Completed This Invoice	Completed Last Invoice	Total Completed	
Totals			\$ -	\$ 4,300.00	\$ 4,300.00	
4. Emergency Sewer Repair off MLK Blvd. (20-140)						
Classification	Hourly Rate	Current Hours	Completed This Invoice	Completed Last Invoice	Total Completed	
Totals			\$ -	\$ 1,882.32	\$ 1,882.32	
5. Filter Backwash Pumped to Lagoon, check pump curves and pipe (20-140)						
Classification	Hourly Rate	Current Hours	Completed This Invoice	Completed Last Invoice	Total Completed	
Totals			\$ -	\$ 640.00	\$ 640.00	

August 29, 2022
Invoice No. 18
Cassady Project 20-140

6. Smith Creek Pump Station - Performance Test / Pump Selection / Exposed Pipe in Ditch (20-120)					
Classification	Hourly Rate	Current Hours	Completed This Invoice	Completed Last Invoice	Total Completed
Totals			\$ -	\$ 4,908.72	\$ 4,908.72
7. Northwood Gardens Pump Station - Performance Test / Pump Selection (20-140)					
Classification	Hourly Rate	Current Hours	Completed This Invoice	Completed Last Invoice	Total Completed
Totals			\$ -	\$ 1,337.84	\$ 1,337.84
8. 1800NWL Pump Station - Performance Test / Troubleshoot Pump Shaft Breaking (20-140)					
Totals			\$ -	\$ 3,410.30	\$ 3,410.30
9. Project Update / Progress Meeting (20-140)					
Classification	Hourly Rate (2022)	Current Hours	Completed This Invoice	Completed Last Invoice	Total Completed
Project Manager	\$ 165.00	4.5	\$ 742.50	\$ 5,200.00	\$ 5,942.50
Professional Engineer I	\$ 150.00	0.0	\$ -	\$ 1,400.00	\$ 1,400.00
Mileage	0.585	4.0	\$ 2.34	\$ 17.26	\$ 19.60
Totals			\$ 744.84	\$ 6,617.26	\$ 7,362.10
10. Mitt Lary Sewer Crossing (20-140)					
Classification	Hourly Rate	Current Hours	Completed This Invoice	Completed Last Invoice	Total Completed
Totals			\$ -	\$ 2,232.96	\$ 2,232.96
11. Pump Station Performance Testing and Summary (20-140)					
Classification	Hourly Rate (2022)	Current Hours	Completed This Invoice	Completed Last Invoice	Total Completed
Project Manager	\$ 165.00	1.0	\$ 165.00	\$ 1,380.00	\$ 1,545.00
Professional Engineer II	\$ 110.00	0.0	\$ -	\$ 330.00	\$ 330.00
Staff Engineer II	\$ 95.00	0.0	\$ -	\$ 637.50	\$ 637.50
Engineering Tech II	\$ 75.00	0.0	\$ -	\$ 747.50	\$ 747.50
Mileage	0.585	0.0	\$ -	\$ 19.09	\$ 19.09
Totals			\$ 165.00	\$ 3,114.09	\$ 3,279.09
12. Martin Spur Sewer (21-139)					
Classification	Hourly Rate	Current Hours	Completed This Invoice	Completed Last Invoice	Total Completed
Totals			\$ -	\$ 5,650.08	\$ 5,650.08
13. ROW Clearing Specs (20-140)					
Classification	Hourly Rate (2022)	Current Hours	Completed This Invoice	Completed Last Invoice	Total Completed
Project Manager	\$ 165.00	2.0	\$ 330.00	\$ 972.50	\$ 1,302.50
Professional Engineer I	\$ 150.00	0.0	\$ -	\$ 375.00	\$ 375.00
Staff Engineer I	\$ 100.00	0.0	\$ -	\$ -	\$ -
Engineering Tech I	\$ 75.00	0.0	\$ -	\$ 287.50	\$ 287.50
Office Manager	\$ 95.00	0.0	\$ -	\$ 182.50	\$ 182.50
Mileage	0.585	0.0	\$ -	\$ -	\$ -
Totals			\$ 330.00	\$ 1,817.50	\$ 2,147.50



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.b.4.

MEETING DATE: November 7, 2022

SUBJECT: Resolution Awarding Bid for Sanitary Sewer Rehabilitation and Repair

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

On October 5, 2022, the Utilities Department for the City of Northport, received bids for Sanitary Sewer Rehabilitation and Repairs construction contract. Three (3) bids were received.

The department recommends that the Council award the bid to One Call Services of Alabama, LLC., the lowest qualified bidder, in the amount of \$113,225.00, as shown in the attached tabulation.

Recommendation:

Award the bid to One Call Services of Alabama, LLC

Funding Source/GL Code:

GL Code No. 50-39-600-51509 Amount: \$113,225.00

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

I move to approve the resolution awarding the bid for the Sanitary Sewer Rehabilitation and Repair construction contract to One Call Services of Alabama, LLC., in the amount of \$113,225.00, and to authorize the City Administrator to execute the necessary documents and requisitions needed to proceed with the contract.

RESOLUTION NO. 22-

RESOLUTION AWARDING BID FOR SANITARY SEWER REHABILITATION AND REPAIR

WHEREAS, on Wednesday, October 5, 2022, the Utilities Department for the City of Northport, solicited and received proposals for Sanitary Sewer Rehabilitation and Repairs; and

WHEREAS, the City received three (3) proposals; and

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

- 1) The City Council awards the bid to One Call Services of Alabama, LLC, being the lowest qualified bidder, meeting all specifications, as shown in the bid tabulation attached as "Exhibit A", in the amount of \$113,225.00
- 2) The City Administrator is hereby authorized to take all actions, execute all documents and approve all expenditures for the agreement.

RESOLVED AND DONE THIS _____ DAY OF _____, 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: November 7, 2022

Motion By:

Second By:

EXHIBIT “A”



Providing Solutions for Water, Wastewater, and Storm Water Problems

4700 Highway 69 North • Northport AL 35473

Phone (205) 330-0098 • Fax (205) 330-0099

October 14, 2022

Ms. Glenda D. Webb, City Administrator
City of Northport
3500 McFarland Boulevard
Northport, Alabama 35476

ATTN: Mr. John Powell Webb

Re: Bid Recommendation
Sanitary Sewer Rehabilitation and Repair
City of Northport, Alabama

Dear Ms. Webb:

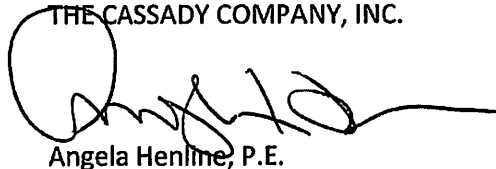
Bids for the referenced project were opened at 9:00 a.m. on Wednesday, October 5, 2022, at Northport City Hall. A copy of the Certified Bid Tabulation is enclosed for your reference and files. The lowest responsive bid was submitted by One Call Services of Alabama, LLC.

It is recommended that the Council award the construction contract for this project to One Call Services of Alabama, LLC at the lowest base bid amount of \$113,225.00.

Please contact me with any questions or comments.

Sincerely yours,

THE CASSADY COMPANY, INC.



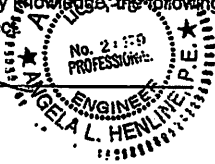
Angela Henline, P.E.

ALH/kap
Enclosure
cc: File 19-105

CERTIFICATE

I, Angela Henline, P.E., a Registered Professional Engineer in the State of Alabama and of the firm, The Cassey Company, Inc., do hereby certify that, to the best of my knowledge, the following Tabulation of Bids is true and correct.

Angela Henline, P.E.
Alabama Registration No. 24079

**TABULATION OF BIDS**

For Construction Maintenance and Rehabilitation Services as needed by the City of Northport for a period of one year for Sanitary Sewer Rehabilitation and Repair with bids opened at 9:00 a.m., local time, on Wednesday, October 5, 2022, in the Council Chambers of Northport City Hall located at 3500 McFarland Boulevard, Northport, Alabama 35476.

One Call Services of Alabama LLC
1001 30th Ave
Northport AL 35476
(205) 473-0022

Alabama License #53019

Price Civil Services, Inc.
Post Office Box 267
Vance AL 35490
(205) 764-6800

Alabama License #48855

REV Construction, Inc.
5801 Grover Burchfield Dr
Tuscaloosa AL 35401
(205) 349-1860

Alabama License #40131

BID ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
Overall Project (Mobilization, Bypass Pumping, Traffic Control)									
1A	1	L.S.	Payment and Performance Bonds	\$10,000.00	\$10,000.00	\$2,150.00	\$2,150.00	\$5,000.00	\$5,000.00
1	1	L.S.	Project Mobilization A, <i>Non-emergency</i> (projects that have a cost greater than \$2,500 but less than \$5,000.00)	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
2	1	L.S.	Project Mobilization B, <i>Non-emergency</i> (projects that have a cost greater than \$5,000.00 but less than \$10,000.00)	\$2,500.00	\$2,500.00	\$1,350.00	\$1,350.00	\$2,000.00	\$2,000.00
3	1	L.S.	Project Mobilization C, <i>Non-emergency</i> (projects that have a cost greater than \$10,000.00 but less than \$25,000.00)	\$2,500.00	\$2,500.00	\$1,080.00	\$1,080.00	\$3,500.00	\$3,500.00
4	1	L.S.	Project Mobilization D, <i>Emergency</i> (projects that have a cost greater than \$2,500.00 but less than \$5,000)	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
5	1	L.S.	Project Mobilization E, <i>Emergency</i> (projects that have a cost greater than \$5,000.00 but less than \$10,000.00)	\$2,500.00	\$2,500.00	\$2,750.00	\$2,750.00	\$3,000.00	\$3,000.00

Certified Bid Tabulation
Sanitary Sewer Rehabilitation and Repair
City of Northport, Alabama

10/5/2022

*Denotes Calculation Error

Project #19-105
Page 1 of 4

BID ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
6	1	L.S.	Project Mobilization F, <i>Emergency</i> (projects that have a cost greater than \$10,000.00 but less than \$25,000.00)	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00
7	1	L.S.	Traffic Control, Light Traffic (Residential Streets)	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
8	1	L.S.	Traffic Control, Medium Traffic (Residential Collector Streets)	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
9	1	L.S.	Traffic Control, Heavy Traffic (Major Streets, Highways)	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
10A	1	L.S.	Bypass Pumping Setup	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
10	8	Hour	Bypass Pumping (8-inch diameter repair and less)	\$100.00	\$800.00	\$80.00	\$640.00	\$150.00	\$1,200.00
11	8	Hour	Bypass Pumping (12-inch to 18-inch diameter repair)	\$225.00	\$1,800.00	\$200.00	\$1,600.00	\$250.00	\$2,000.00
12	8	Hour	Bypass Pumping (20-inch to 24-inch diameter repair)	\$250.00	\$2,000.00	\$300.00	\$2,400.00	\$500.00	\$4,000.00
Manholes									
13	5	VLF	48" Precast Concrete Manhole (Standard)	\$400.00	\$2,000.00	\$840.00	\$4,200.00	\$1,200.00	\$6,000.00
14	5	VLF	48" Precast Concrete Manhole (Doghouse)	\$550.00	\$2,750.00	\$1,050.00	\$5,250.00	\$1,200.00	\$6,000.00
15	5	VLF	60" Precast Concrete Manhole (Standard)	\$750.00	\$3,750.00	\$1,100.00	\$5,500.00	\$1,500.00	\$7,500.00
16	2	VLF	Memphis Tee Connection Riser (Any size)	\$1,250.00	\$2,500.00	\$2,100.94	\$4,201.88	\$1,000.00	\$2,000.00
17	1	Each	Standard Manhole Ring and Cover	\$650.00	\$650.00	\$660.00	\$660.00	\$800.00	\$800.00
18	1	Each	Watertight Manhole Ring and Cover	\$750.00	\$750.00	\$859.00	\$859.00	\$900.00	\$900.00
19	1	Each	Locate and Expose Manhole	\$200.00	\$200.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
20	1	Each	Manhole Height Adjustment (less than 12-inches)	\$300.00	\$300.00	\$1,792.80	\$1,792.80	\$750.00	\$750.00
21	1	Each	Reset Manhole Cone (any size)	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
22	1	Each	Repair Manhole Invert (any size)	\$350.00	\$350.00	\$250.00	\$250.00	\$1,500.00	\$1,500.00
New Polyvinyl Chloride (PVC) Gravity Sewer Pipe (Point Repairs and/or MH to MH Replacement)									
23	10	L.F.	6" PVC Pipe, SDR26 (0'-8' depth)	\$100.00	\$1,000.00	\$229.04	\$2,290.40	\$600.00	\$6,000.00
24	10	L.F.	8" PVC Pipe, SDR26 (0'-8' depth)	\$100.00	\$1,000.00	\$240.99	\$2,409.90	\$610.00	\$6,100.00
25	10	L.F.	8" PVC Pipe, SDR26 (8'-10' depth)	\$100.00	\$1,000.00	\$260.99	\$2,609.90	\$650.00	\$6,500.00
26	10	L.F.	8" PVC Pipe, SDR26 (10'-12' depth)	\$100.00	\$1,000.00	\$290.99	\$2,909.90	\$700.00	\$7,000.00

Certified Bid Tabulation
Sanitary Sewer Rehabilitation and Repair
City of Northport, Alabama

10/5/2022
*Denotes Calculation Error

Project #19-105
Page 2 of 4

BID ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
27	10	L.F.	10" PVC Pipe, SDR26 (0'-8' depth)	\$100.00	\$1,000.00	\$258.24	\$2,582.40	\$625.00	\$6,250.00
28	10	L.F.	10" PVC Pipe, SDR26 (8'-10' depth)	\$100.00	\$1,000.00	\$278.24	\$2,782.40	\$700.00	\$7,000.00
29	10	L.F.	10" PVC Pipe, SDR26 (10'-12' depth)	\$100.00	\$1,000.00	\$308.24	\$3,082.40	\$800.00	\$8,000.00
30	10	L.F.	12" PVC Pipe, SDR26 (0'-8' depth)	\$100.00	\$1,000.00	\$275.86	\$2,758.60	\$650.00	\$6,500.00
31	10	L.F.	12" PVC Pipe, SDR26 (8'-12' depth)	\$100.00	\$1,000.00	\$325.86	\$3,258.60	\$800.00	\$8,000.00
32	10	L.F.	15" PVC Pipe, SDR26 (0'-8' depth)	\$100.00	\$1,000.00	\$347.22	\$3,472.20	\$700.00	\$7,000.00
33	10	L.F.	15" PVC Pipe, SDR26 (8'-12' depth)	\$100.00	\$1,000.00	\$397.22	\$3,972.20	\$850.00	\$8,500.00
34	10	L.F.	18" PVC Pipe, C900 (0'-8' depth)	\$100.00	\$1,000.00	\$544.02	\$5,440.20	\$900.00	\$9,000.00
New Ductile Iron (DI) Gravity Sewer Pipe (Point Repairs and/or MH to MH Replacement)									
35	10	L.F.	8" DI Pipe, CL350 (0'-8' depth)	\$120.00	\$1,200.00	\$265.60	\$2,656.00	\$650.00	\$6,500.00
36	10	L.F.	10" DI Pipe, CL350 (0'-8' depth)	\$120.00	\$1,200.00	\$278.37	\$2,783.70	\$700.00	\$7,000.00
37	10	L.F.	10" DI Pipe, CL350 (8'-10' depth)	\$120.00	\$1,200.00	\$298.37	\$2,983.70	\$800.00	\$8,000.00
38	10	L.F.	10" DI Pipe, CL350 (10'-12' depth)	\$120.00	\$1,200.00	\$328.37	\$3,283.70	\$900.00	\$9,000.00
39	10	L.F.	12" DI Pipe, CL350 (0'-8' depth)	\$120.00	\$1,200.00	\$330.72	\$3,307.20	\$700.00	\$7,000.00
40	10	L.F.	12" DI Pipe, CL350 (8'-10' depth)	\$120.00	\$1,200.00	\$355.72	\$3,557.20	\$850.00	\$8,500.00
41	10	L.F.	12" DI Pipe, CL350 (10'-12' depth)	\$120.00	\$1,200.00	\$380.72	\$3,807.20	\$900.00	\$9,000.00
42	10	L.F.	16" - 18" DI Pipe, CL250 (0'-15' depth)	\$160.00	\$1,600.00	\$806.58	\$8,065.80	\$1,200.00	\$12,000.00
Sewer Laterals and Connections									
43	10	L.F.	4" PVC, SDR 26 Lateral	\$80.00	\$800.00	\$110.50	\$1,105.00	\$100.00	\$1,000.00
44	1	Each	4" x 8" Sanitary Sewer PVC Wye, SDR 26	\$200.00	\$200.00	\$229.55	\$229.55	\$350.00	\$350.00
45	1	Each	4" x 8" DIMJ Sanitary Sewer Wye	\$445.00	\$445.00	\$685.09	\$685.09	\$750.00	\$750.00
46	1	Each	Sewer Cleanout	\$100.00	\$100.00	\$1,597.66	\$1,597.66	\$750.00	\$750.00
47	1	Each	Connection to Existing Manhole - includes core drill with rubber boot	\$750.00	\$750.00	\$1,659.38	\$1,659.38	\$2,000.00	\$2,000.00
48	1	Each	Pothole Utility (as directed and preapproved by Owner)	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
Pavement Replacement									
49	100	S.Y.	Concrete Driveway - removal and replacement of aprons, to include 6" thick w/ 6x6 wire mesh	\$85.00	\$8,500.00	\$80.00	\$8,000.00	\$250.00	\$25,000.00
50	32	S.Y.	Concrete Sidewalk - removal and replacement (includes disposal of soils)	\$65.00	\$2,080.00	\$75.00	\$2,400.00	\$200.00	\$6,400.00

Certified Bid Tabulation
Sanitary Sewer Rehabilitation and Repair
City of Northport, Alabama

10/5/2022
*Denotes Calculation Error

Project #19-105
Page 3 of 4

BID ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
51	100	S.Y.	Asphalt Patch - removal and replacement with Asphalt Pavement Patch (includes 5 inch deep binder layer and 1.5 inch of wearing surface unless otherwise specified by the City).	\$125.00	\$12,500.00	\$115.14	\$11,514.00	\$150.00	\$15,000.00
52	10	L.F.	Curb and Gutter - Removal and Replacement	\$45.00	\$450.00	\$35.00	\$350.00	\$100.00	\$1,000.00
53	5	C.Y.	Miscellaneous Concrete used as directed by and preapproved by Owner (i.e. pipe collars)	\$250.00	\$1,250.00	\$500.00	\$2,500.00	\$900.00	\$4,500.00
Crushed Stone									
54	50	Ton	ALDOT No. 57 Crushed Limestone - for select backfill or miscellaneous use for stabilization of roadways, driveways, etc. as preapproved and directed by Owner	\$55.00	\$2,750.00	\$32.40	\$1,620.00	\$100.00	\$5,000.00
55	40	Ton	ALDOT 825B - for select backfill and miscellaneous use as preapproved and directed by Owner	\$55.00	\$2,200.00	\$28.20	\$1,128.00	\$100.00	\$4,000.00
Landscape / Site Work									
56	1	Each	Tree Removal (larger than 8" in diameter)	\$400.00	\$400.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
57	100	S.Y.	Topsoil, 4" thick	\$7.00	\$700.00	\$4.00	\$400.00	\$10.00	\$1,000.00
58	100	S.Y.	Seeding and Mulching	\$2.00	\$200.00	\$1.00	\$100.00	\$2.00	\$200.00
59	50	S.Y.	Sod, in-place (match existing)	\$9.00	\$450.00	\$10.10	\$505.00	\$25.00	\$1,250.00
Erosion Control									
60	100	Ton	Class II Riprap w/Filter Fabric	\$60.00	\$6,000.00	\$51.54	\$5,154.00	\$100.00	\$10,000.00
61	100	L.F.	Silt Fence, Type A	\$4.00	\$400.00	\$4.18	\$418.00	\$8.00	\$800.00
62	100	Each	Hay Bale	\$7.00	\$700.00	\$10.00	\$1,000.00	\$12.00	\$1,200.00
TOTAL BASE BID					\$113,225.00 *		\$164,562.86		\$302,700.00

Certified Bid Tabulation
Sanitary Sewer Rehabilitation and Repair
City of Northport, Alabama

10/5/2022
*Denotes Calculation Error

Project #19-105
Page 4 of 4

NOTICE OF AWARD

TO: **One Call Services of Alabama, LLC**
1001 30th Avenue,
Northport, Alabama 35476

Date: _____

PROJECT DESCRIPTION: Sanitary Sewer Rehabilitation and Repair, City of Northport, Alabama

The OWNER has considered the BID submitted by you for the above described WORK in response to its ADVERTISEMENT FOR BIDS dated August 2022, and the INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of
\$ 113,225.00.

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT and furnish the required Contractor's PERFORMANCE BOND, PAYMENT BOND, and CERTIFICATES OF INSURANCE within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within fifteen (15) calendar days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this the _____ day of _____, 2022.

Owner: City of Northport, Alabama

By: _____

Glenda D. Webb

Title: City Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
this the _____ day of _____, 2022.

Printed Name: _____ Title: _____

Signature: _____



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.b.5.

MEETING DATE: November 7, 2022

SUBJECT: Resolution Awarding Bid for Utility Easement Clearing - Phase I

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

On October 19, 2022, the Utilities Department for the City of Northport, received bids for the Utility Easement Clearing - Phase I construction contract. Four (4) bids were received.

The department recommends that Council award the bid to Price Civil Services, Inc., the lowest qualified bidder, in the amount of \$49,000.00, as shown in the attached tabulation.

Recommendation:

Award the bid to Price Civil Services, Inc.

Funding Source/GL Code:

GL Code No. 50-39-600-81513 Amount: \$49,000.00

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

I move to approve the resolution awarding the bid for the Utility Easement Clearing - Phase I construction contract to Price Civil Services, Inc., in the amount of \$49,000.00, and to authorize the City Administrator to execute the necessary documents and requisitions needed to proceed with the contract.

RESOLUTION NO. 22-

RESOLUTION AWARDING BID FOR UTILITY EASEMENT CLEARING – PHASE I

WHEREAS, on Wednesday, October 19, 2022, the Utilities Department for the City of Northport, solicited and received bids for Utility Easement Clearing – Phase I; and

WHEREAS, the city received four (4) bids; and

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

- 1) The City Council awards the bid to Price Civil Services, Inc., being the lowest qualified bidder, meeting all specifications, as shown in the bid tabulation attached as “Exhibit A”, in the amount of \$49,000.00
- 2) The City Administrator is hereby authorized to take all actions, execute all documents and approve all expenditures for the contract.

RESOLVED AND DONE THIS _____ DAY OF _____, 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: November 7, 2022
Motion By:
Second By:

EXHIBIT “A”



Providing Solutions for Water, Wastewater, and Storm Water Problems

4700 Highway 69 North • Northport AL 35473

Phone (205) 330-0098 • Fax (205) 330-0099

October 20, 2022

Ms. Glenda D. Webb, City Administrator
City of Northport
3500 McFarland Boulevard
Northport, Alabama 35476

ATTN: Mr. John Powell Webb

Re: **Bid Recommendation**
Utility Easement Clearing – Phase I
City of Northport, Alabama

Dear Ms. Webb:

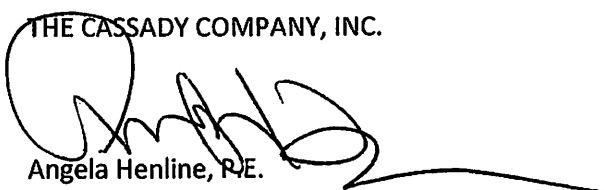
Bids for the referenced project were opened at 9:00 a.m. on Wednesday, October 19, 2022, at Northport City Hall. A copy of the Certified Bid Tabulation is enclosed for your reference and files. The lowest responsive bid was submitted by Price Civil Services, Inc.

It is recommended that the Council award the construction contract for this project to Price Civil Services, Inc at the lowest base bid amount of \$49,000.00.

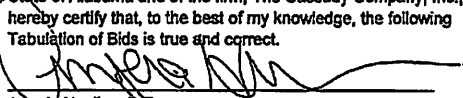
Please contact me with any questions or comments.

Sincerely yours,

THE CASSADY COMPANY, INC.


Angela Henline, P.E.

ALH/kap
Enclosure
cc: File 20-140

CERTIFICATE I, Angela Henline, P.E., a Registered Professional Engineer in the State of Alabama and of the firm, The Cassidy Company, Inc., do hereby certify that, to the best of my knowledge, the following Tabulation of Bids is true and correct.  Angela Henline, P.E. Alabama Registration No. 24079				TABULATION OF BIDS For Utilities Easement Clearing - Phase I for the City of Northport, Alabama with bids opened at 9:00 a.m., local time, on Wednesday, October 19, 2022, in the Council Chambers of Northport City Hall located at 3500 McFarland Boulevard, Northport, Alabama 35476.							
				Price Civil Services, Inc. 12289 Bama Rock Garden Road Vance AL 35490 (205) 799-1200 Alabama License #48855		One Call Services of Alabama, Inc. 1001 30th Avenue Northport AL 35476 (205) 442-6239 Alabama License #63019		Cornerstone Civil Contractors LLC 5722 21st Street Tuscaloosa AL 35401 (205) 366-8788 Alabama License #39115		M & C Land Services LLC 3503 Marvyn Pkwy Office Lot #1 Opelika AL 36804 (334) 740-0296 Alabama License #54651	
BID ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	2,000.0	L.F.	AREA A (Map C1) - Clear all large vegetation including but not limited to: trees(less than 8" diameter) and stumps to grade, brush, logs, weeds and decayed vegetable matter within the utility easement for a width of twenty (20) feet, unless otherwise specified.	\$8.00	\$12,000.00	\$8.40	\$16,800.00	\$10.25	\$20,500.00	\$15.77	\$31,540.00
2	3,500.0	L.F.	AREA B (Map D3) - Clear all large vegetation including but not limited to: trees(less than 8" diameter) and stumps to grade, brush, logs, weeds and decayed vegetable matter within the utility easement for a width of twenty (20) feet, unless otherwise specified.	\$5.00	\$17,500.00	\$8.40	\$29,400.00	\$11.00	\$38,500.00	\$15.77	\$55,195.00
3	3,250.0	L.F.	AREA C (Map D3) - Clear all large vegetation including but not limited to: trees(less than 8" diameter) and stumps to grade, brush, logs, weeds and decayed vegetable matter within the utility easement for a width of twenty (20) feet, unless otherwise specified.	\$6.00	\$19,500.00	\$8.40	\$27,300.00	\$9.50	\$30,875.00	\$15.77	\$51,252.50
TOTAL BASE BID					\$49,000.00		\$73,500.00		\$89,875.00		\$137,987.50

Certified Bid Tabulation
Utility Easement Clearing - Phase I
City of Northport, Alabama

10/19/2022

Project #20-140
Page 1 of 1

NOTICE OF AWARD

TO: Price Civil Services, Inc.
12289 Bama Rock Garden Road
Vance, Alabama 35490

Date: _____

PROJECT DESCRIPTION: Utility Easement Clearing – Phase I
City of Northport, Alabama

The OWNER has considered the BID submitted by you for the above described WORK in response to its ADVERTISEMENT FOR BIDS dated February 2022, and the INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of
\$ 49,000.00.

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT and furnish the required Contractor's PERFORMANCE BOND, PAYMENT BOND, and CERTIFICATES OF INSURANCE within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within fifteen (15) calendar days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this the ____ day of _____, 2022.

Owner: _____ City of Northport

By: _____

Glenda D. Webb
Title: _____ City Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
this the ____ day of _____, 2022.

Printed Name: _____ Title: _____

Signature: _____



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.b.6.

MEETING DATE: November 7, 2022

SUBJECT: Resolution Authorizing City Administrator to Consent to Reassignment of Contracts from Burk-Kleinpeter, Inc. to Thompson Engineering

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Ne'Kenja Boyd

Approved By: Tera Tubbs

Summary:

The Engineering Department is requesting that the City Council authorize the City Administrator to execute a consent letter to reassign existing contracts from Burk-Kleinpeter, Inc. to Thompson Engineering. The consent letter is attached.

Recommendation:

It is recommended that this request be approved.

Funding Source/GL Code:

N/A City Administrator Approval _____

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a consent letter to reassign existing contracts from Burk-Kleinpeter, Inc. to Thompson Engineering.

RESOLUTION NO. 22-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE
CONSENT TO REASSIGNMENT OF CONTRACTS FROM BURK-KLEINPETER, INC.
TO THOMPSON ENGINEERING**

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute a consent letter reassigning existing contracts from Burk-Kleinpeter, Inc. to Thompson Engineering; and,

WHEREAS, there is no fiscal impact to the City of Northport for execution of the consent letter.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to execute a consent letter reassigning existing contracts from Burk-Kleinpeter, Inc. to Thompson Engineering. There is no fiscal impact to the City of Northport for the execution of the consent letter.

RESOLVED AND DONE THIS 7th DAY OF NOVEMBER 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: November 7, 2022

Motion:

Second:

PRESIDENT & CEO
MICHAEL D. CHOPIN, PE



SENIOR VICE PRESIDENTS
RENE A. CHOPIN, III, PE
HENRY M. PICARD, III, PE, PLS

CORPORATE SECRETARY
BRUCE L. BADON, AICP

BURK-KLEINPETER, INC.

ENGINEERING · PLANNING · ENVIRONMENTAL

4176 CANAL STREET, NEW ORLEANS, LA 70119-5994
TELEPHONE (504) 486-5901 FAX (504) 483-6298
P.O. BOX 19087, NEW ORLEANS, LA 70179-0087

WWW.BKIUSA.COM

VICE PRESIDENT
DAVID E. BOYD, PE

Over 100 years of service

August 31, 2022

CONFIDENTIAL TREATMENT AND RETURN RECEIPT REQUESTED

City of Northport
P.O. Box 561
Northport, AL

Attn: Glenda Webb, City Administrator

Re: Consent to reassignment of contracts for design and construction services between the City of Northport ("Customer") and Burk-Kleinpeter, Inc. ("BKI")

Glenda:

This letter is to inform you that BKI has entered into a transaction involving a sale of certain assets, including the Agreement, to Thompson Engineering ("Thompson") pursuant to an Asset Purchase Agreement dated August 1, 2022. As part of this transaction, the professionals you have been working with out of BKI's Tuscaloosa office have joined the Thompson team. Thompson is an established, quality provider in our industry, and we are confident in their ability to service you under the Agreement moving forward.

As part of the transaction with Thompson, and as required by the Agreement, we ask that you consent to the assignment of the Agreement and confirm the statements herein. This letter and consent are not intended to modify, amend or otherwise revise any obligations, rights or liabilities under the Agreement but rather confirm the existing relationship and status of the Agreement and constitute compliance with the requirements of the Agreement.

By executing the consent, you acknowledge this letter and consent to the transaction with Thompson. Furthermore, by executing the consent, you acknowledge, agree and certify to the following statements:

1. The Agreement is in full force and effect and no other amendments, addendums, assignments, or other modifications have been made to the Agreement;

August 31, 2022

Page 2

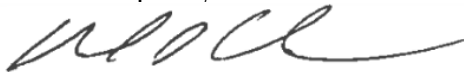
2. To Customer's knowledge, each of BKI and Customer has fully complied with the terms, conditions, restrictions and liabilities of the Agreement and no default of BKI or Customer exists under the Agreement;
3. Customer has no knowledge of an event which would, with the passage of time and/or the giving of notice, constitute a default under the Agreement; and
4. Projects to be reassigned to Thompson and the appropriate value of fees remaining on said projects are correct as shown on Exhibit A.

I ask that you please return the executed consent to me as soon as possible. This can be accomplished by emailing the executed consent to mchopin@bkiusa.com, or by mailing the executed copy to my attention at 4176 Canal Street, New Orleans LA 70119.

If you have any questions or need additional information, please contact me as soon as possible at (504) 486-5901. Thank you for your assistance and cooperation.

Sincerely,

Burk-Kleinpeter, Inc.



Michael D. Chopin
President

CONSENT TO ASSIGNMENT

The undersigned, by its duly authorized representative, hereby acknowledges the foregoing letter and the request for consent of the pending assignment as described therein and, in connection with the Agreement, hereby consents to such transactions and assignment of the Agreement, further waives any and all additional notice, consent, and other requirements related to the assignment, and agrees to all statements 1-4 listed above, all as of the earlier of August 1, 2022 and the date set forth below the signature.

City of Northport

By: _____

Printed: _____

Title: _____

Date: _____

Exhibit A:

City of Northport

Attn: Glenda Webb, City Administrator

Project Number	Project Name	Contract Date	Approximate Remaining Contract Value*
TU.13.017	Union Chapel Rd CE&I Amendment	9/24/21	\$5,400
TU.17.020	MLK	11/20/2017 1/14/2022	\$107,902
TU.21.007	Resurfacing on Charlie Shirley Road	10/22/2021	\$59,865
TU.21.009	Watermelon Road	11/16/2021	\$12,236
TU.22.003	2022 City-Wide Resurfacing	3/7/2022	\$47,575 \$75,000 CE&I

*“Approximate Remaining Contract Value” includes any remaining sub-consultant fees.



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.b.7.

MEETING DATE: November 7, 2022

SUBJECT: Resolution Authorizing the City Administrator to Execute an Agreement with Thompson Engineering for C E & I Services on Charlie Shirley Rd.

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Ne'Kenja Boyd

Approved By: Tera Tubbs

Summary:

The Engineering Department is requesting that the City Council authorize the City Administrator to execute an agreement with Thompson Engineering for C E & I Services on Charlie Shirley Rd.

Recommendation:

It is recommended that this request be approved.

Funding Source/GL Code:

GL Code No. Amount: \$ 76,293.03

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute an agreement with Thompson Engineering for C E & I Services on Charlie Shirley Rd.

RESOLUTION NO. 22-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THOMPSON ENGINEERING FOR PLANNING, RESURFACING AND TRAFFIC STRIPING ON CHARLIE SHIRLEY RD.

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute an agreement with Thompson Engineering for planning, resurfacing and traffic striping on Charlie Shirley Rd.; and,

WHEREAS, the proposed total amount of the agreement for professional services is \$76,293.03.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to execute an agreement with Thompson Engineering for planning, resurfacing and traffic striping on Charlie Shirley Rd. The proposed total amount for professional services is \$76,293.03.

RESOLVED AND DONE THIS 7th DAY OF NOVEMBER 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: November 7, 2022

Motion:

Second:



October 13, 2022

Ms. Tera Tubbs, PE

City of Northport Engineer
3500 McFarland Blvd.
Northport, AL 35476

Re: STPSU-6321(254) – Planing, Resurfacing, and Traffic Stripe on CR-84 (Charlie Shirley Road) from the junction of SR-69 to the junction of SR-13 (US-43) northeast of Northport – Construction
Engineering and Inspection Services – Thompson Proposal No.: 22-2131-0023

Dear Ms. Tubbs:

Thompson Engineering (Thompson) is pleased to submit our proposal for engineering services on the above referenced project. Thompson appreciates the opportunity to present this fee scope and fee proposal for your review and approval.

Employee Name	Classification	Hours	Pay Rate	Total Labor
Craig Williams	Project Engineer	20.00	43.00	\$ 860.00
Alex Kirkland	Project Manager	120.00	35.11	\$ 4,213.20
Lewis Rager	Senior Inspector	390.00	28.13	\$ 10,970.70
Lewis Rager	Senior Inspector (OT)	90.00	42.20	\$ 3,797.55
Sealy Lindsey	Level I Inspector	116.00	17.00	\$ 1,972.00
Sealy Lindsey	Level I Inspector (OT)	20.00	25.50	\$ 510.00
Total Labor:		756.00		\$ 22,323.45
Home Office Overhead		204.46%		\$ 45,642.53
Sub-Total				\$ 67,965.98
Direct Job Costs (See Mileage Detail)				\$ 711.25
Sub-Total				\$ 68,677.23
Profit @		10%		\$ 6,867.72
Facilities cost of Capital @		0.165%		\$ 36.83
TOTAL AMOUNT ESTIMATED (35 WORKING DAYS)				\$ 75,581.78
Mileage Detail				
Employee Name	Classification	Miles	Rate	Total Mileage
Craig Williams	Project Engineer	28.00	0.625	\$17.50
Alex Kirkland	Project Manager	250.00	0.625	\$156.25
Lewis Rager	Senior Inspector	560.00	0.625	\$350.00
Sealy Lindsey	Level I Inspector	300.00	0.625	\$187.50
Total Mileage:		1,138.00		\$711.25

Note: The above hourly rate is our approved ALDOT-audited rate.

Scope of Work

The specific scope of work presented on the next page addresses project concerns at the time of this proposal.

Alabama | Florida | Georgia | Louisiana | Mississippi | North Carolina | Tennessee | Texas

- Inspection, project management, supervision during construction, processing pay estimates, progress reports, project field book & diary, contract compliance, and the close-out process.
- Project closeout includes the final plan assembly, ticket and test report binder, final quantity agreement, SJ-120, SJ-120 AOE, overrun/underrun letter, and BMT-38.

A person's exact pay rate will be utilized. This rate will fall under the classifications shown above and reflect the ALDOT-approved overhead rates. If someone of another classification is utilized on the project, or someone of the same classification shown but a different pay rate, the applicable rate would be used with the approved ALDOT-audited rate.

Mileage is estimated considering the approximate distance of the Thompson office from the project location. This office is located approximately 15 miles from the project site. If more mileage is accrued during the project, it will be reflected on the monthly estimate. This mileage will only be mileage that is pertinent to the project and will be billed at \$0.625 per mile.

The above fee is based strictly on the estimated number of working days to complete the requested items of work to be performed under the construction contract. In the event additional fees become necessary, Thompson will notify the City of Northport immediately and request approval before these fees are assessed. Since Thompson was selected for this work using "X. Alternate Selection Process" from the *ALDOT Procedure for Selection of Architect and/or Engineering Services*, the terms from Thompson's CE&I Contract No. 2313 with ALDOT will apply to this proposal.

Work Authorization and Schedule

Provided the scope and fees are acceptable, authorization for the work may be initiated by receipt of the executed General Terms and Conditions attached hereto. Thompson will be able to begin work within 7 days of receiving a written authorization to proceed.

Compensation

Thompson proposes to perform these services for an estimated fee of **\$76,293.03**. Services will be invoiced on a monthly basis at or near the end of each month. Payment of invoices shall be received within 30 days of the date of the invoice.

Closure

Thompson Engineering appreciates this opportunity to submit our proposal for CE&I services. We trust that the scope of services and fees outlined herein are acceptable and within your project plans and look forward to commencement of work. Should any questions arise regarding the technical scope and/or schedule of fees for this proposal, please advise.

Respectfully submitted,

THOMPSON ENGINEERING, INC.



Craig P. Williams, PE Principal – Team Leader



Clay B. Randolph, PE Senior Engineer

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter **Thompson Engineering**) and the undersigned Client (“referred to herein as the “Client”). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

1. SCOPE OF WORK

Thompson Engineering shall perform such services as are described in this contract and as described in **Exhibit A** (the “Work”).

2. INVOICES

The Client shall pay **Thompson Engineering** for the Work performed under this Agreement a sum to be calculated as described on **Exhibit A** or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on **Thompson Engineering’s** standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. **Thompson Engineering** will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client’s request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

If **Thompson Engineering** personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, **Thompson Engineering** shall be reimbursed on a time and material basis in accordance with **Thompson Engineering’s** then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

3. RIGHT OF ENTRY

The Client will provide for right of entry of **Thompson Engineering** personnel and all necessary equipment, in order to complete the Work.

While **Thompson Engineering** will take all reasonable precautions to minimize any damage to Client’s property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be **Thompson Engineering’s** responsibility.

4. UTILITIES

In the execution of its Work, **Thompson Engineering** will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold **Thompson Engineering** harmless for any damages to subterranean structures or utilities which are not called to **Thompson Engineering’s** attention and correctly shown on the plans furnished by the Client.

5. SAMPLES

Thompson Engineering will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client’s expense upon written request.

6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by **Thompson Engineering**, as instruments of service, shall remain the property of **Thompson Engineering**. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

Thompson Engineering will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. **Thompson Engineering** consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

7. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

8. PROFESSIONAL RESPONSIBILITY

Thompson Engineering represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by **Thompson Engineering** and that the data interpretations and recommendations of **Thompson Engineering's** personnel are based solely on the information available to them. **Thompson Engineering** will be responsible for those data interpretations, and recommendations,

but shall not be responsible for the interpretation by others of the information developed.

9. LIMITATION OF LIABILITY

A. This Agreement shall exclude all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health.

B. For claims not excluded by Paragraph A, the Client agrees to limit **Thompson Engineering's** liability to the Client for any and all claims, losses, costs, or damages whatsoever on any project arising from this Agreement and/or performance of the work by **Thompson Engineering**, such that the total aggregate liability of **Thompson Engineering** to the Client shall not exceed \$50,000 or **Thompson Engineering's** total fee for the services rendered on the project, whichever is less. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to **Thompson Engineering**, which liability may arise on account of **Thompson Engineering's** performance of services or its acts, errors and omissions.

10. INSURANCE

Thompson Engineering represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which **Thompson Engineering** deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. **Thompson Engineering** shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

11. INDEMNIFICATION

The Client shall indemnify and hold **Thompson Engineering** harmless from and against any and all losses, claims (including third party claims), damages, judgments, fees, fines, penalties and other amounts (including, without limitation, any with respect to sickness, bodily injury, wrongful death and property damage), including attorney's fees and court costs, arising directly or indirectly out of or alleged to have arisen out of the performance of Work under this Agreement or any breach by Client of its obligations hereunder, which indemnity shall not be limited by reason of the existence or nonexistence of any insurance.

As used in this paragraph, the term **Thompson Engineering** shall mean to include any parent, subsidiary or affiliated companies of **Thompson Engineering** and any directors, officers and employees of any of the same.

12. ASSIGNS

Neither the Client nor **Thompson Engineering** may delegate, assign sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

13. SAMPLING OR TEST LOCATION

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in **Thompson Engineering's** report or shown on sketches will be based upon information furnished by others or estimates made in the field by **Thompson Engineering's** representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies a test or boring location, **Thompson Engineering** reserves the right to deviate a reasonable distance from the location specified. **Thompson Engineering** reserves the right to terminate its obligation to perform

any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to **Thompson Engineering** prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in **Thompson Engineering's** standard fee schedule.

14. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the Client after giving serious consideration to the effects of such an order. Under no circumstances will **Thompson Engineering** take the initiative in issuing this order. **Thompson Engineering** will only provide data and recommendations.

15. ROOF CUTS

To obtain accurate information in a roof investigation, roof cuts may be necessary. It is the responsibility of our Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. A roofing contractor or maintenance personnel selected by Client should be on the roof to make repairs at the time the samples are obtained. **Thompson Engineering** can make temporary repairs at the time of **Thompson Engineering's** inspections, but additional charges may be incurred. Although every attempt will be made to make these repaired areas watertight, **Thompson Engineering** will in no way be responsible for any water damage to the roofing system, building, or its contents resulting from **Thompson Engineering's** temporary repairs.

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing,

Thompson Engineering shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and **Thompson Engineering**, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow **Thompson Engineering** to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Thompson Engineering shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. Thomson Engineering shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. **Thompson Engineering** does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

17. SAFETY

Should **Thompson Engineering** provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by **Thompson Engineering** does not include review

of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

18. HAZARDOUS SUBSTANCES

Client agrees to advise **Thompson Engineering**, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

19. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by Thompson Engineering (and Thompson Engineering's independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and Thompson Engineering shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by Thompson Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Thompson Engineering, or to Thompson Engineering's subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless Thompson Engineering and Thompson Engineering's subsidiaries,

holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

20. GOVERNING LAW

This agreement shall be governed by the laws of the State of Alabama and the United States.

21. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and **Thompson Engineering** and

supersedes all prior negotiations, representations and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

22. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Approved and Authorized by*:

Glenda D. Webb

Client: City of Northport
3500 McFarland Blvd.
Northport, AL 35476

Estimated Fee: \$76,293.03

By: Glenda D. Webb

As its: City Administrator

Date: _____

Address: 3500 McFarland Blvd.

Northport, AL 35476

By: Craig P. Williams, PE

As its: Principal

Date: 10/13/2022

Address: 2900 8th Street

Tuscaloosa, AL 35401

*-Individual with authority and the company responsible for payment of Thompson Engineering's services.

Please return executed copy of these terms and conditions to the attention of:

Craig P. Williams, PE
cwilliams@thompsonengineering.com
2900 8th Street
Tuscaloosa, AL 35401
(205) 361-5991



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.b.8.

MEETING DATE: November 7, 2022

SUBJECT: Resolution Authorizing the City Administrator to Execute an Agreement with ALDOT to Award the Charlie Shirley Rd. Project to S.T. Bunn Construction Company, Inc.

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Ne'Kenja Boyd

Approved By: Tera Tubbs

Summary:

The Engineering Department is requesting that the City Council authorize the City Administrator to execute an agreement with ALDOT to award the Charlie Shirley Rd. project to S.T. Bunn Construction Company, Inc. The invoice from ALDOT is attached.

Recommendation:

It is recommended that this request be approved.

Funding Source/GL Code:

GL Code No. Amount: \$ 305,772.86

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute an agreement with ALDOT to award the Charlie Shirley Rd. project to S.T. Bunn Construction Company, Inc.

RESOLUTION NO. 22-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH ALDOT TO AWARD THE CHARLIE SHIRLEY ROAD
PROJECT TO S.T. BUNN CONSTRUCTION COMPANY, INC.**

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute an agreement with ALDOT to award the Charlie Shirley Rd. project to S.T. Bunn Construction Company, Inc.; and,

WHEREAS, the fiscal impact to the City of Northport is \$305,772.86.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to execute an agreement with ALDOT to award the Charlie Shirley Rd. project to S.T. Bunn Construction Company, Inc. The fiscal impact to the City of Northport is \$305,772.86.

RESOLVED AND DONE THIS 7th DAY OF NOVEMBER 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: November 7, 2022

Motion:

Second:



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

Local Transportation Bureau
1409 Coliseum Boulevard
Administrative Building, Room 110
Montgomery, Alabama 36110
Telephone: 334-353-6234 / Fax: 334-353-6550
www.dot.state.al.us



John R. Cooper
Transportation Director

October 13, 2022

Honorable Bobby Herndon
Mayor, City of Northport, Alabama

RE: STPSU-6321(254)
CN - 100073785
City of Northport, Alabama
Tuscaloosa County

Mayor Herndon:

We are attaching a copy of the tabulations of the bids that were received by the State of Alabama Department of Transportation for the above project at the letting of **September 30, 2022**.

Upon examination, the unit prices of the low bidder seem to be in line with bid prices for comparable work, and the total bid prices for comparable work and the total bid for all the items of work seem reasonable. Consequently, this is to advise you that the Alabama Department of Transportation will make the award of the contract to **S.T. Bunn Construction Company, Inc., Tuscaloosa, Alabama**, the low bidder, if it is the wish of the City to do so. **Please send this office an original letter to that effect (sample copy attached) no later than, Wednesday, October 26, 2022.**

We are sending you an invoice setting out the amount of money that the City will have to send to this office before the award can be made. **Make the warrant payable to the Alabama Department of Transportation.**

The State of Alabama Department of Transportation Standard Specifications require that award of project be made within thirty (30) calendar days after opening of proposals. **Therefore, the City's warrant will have to be furnished to this office not later than Wednesday, October 26, 2022.**

Sincerely,

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

BBL/nk
Attachment(s)

cc: Wallace McAdory, P.E., West Central Region Engineer
David Kemp, P.E., Tuscaloosa Area Operations Engineer
Joe H. Lister, Jr., P.E., Office Engineer Bureau Chief (Ms. Lori Coleman)
Jeff Hornsby, Deputy Director of Finance & Audit (Ms. Tamiko Jordan)
File

040 9/30/22

ALABAMA DEPARTMENT OF TRANSPORTATION

October 13, 2022

Bill To: The Honorable Bobby Herndon
Mayor, City of Northport, Alabama

PLEASE NOTE: Make Remittance Payable to: Alabama Department of Transportation

Address Remittance to: **Bradley B. Lindsey, P.E.**
State Local Transportation Engineering
Alabama Department of Transportation
1409 Coliseum Blvd.
Administrative Building, Room 110
Montgomery, AL 36110-2060

<u>City of Northport</u>	
Tuscaloosa County	
FEIN: 63-6001330	
<u>Construction Costs plus E & I and Indirect Cost</u>	
<u>for: Resurfacing on CR-84 (Charlie Shirley Road)</u>	
<u>from SR-69 to SR-13 (US-43)</u>	
<u>STPSU-6321(254) CN - 100073785</u>	\$1,528,864.29
Less MPO Funds	1,223,091.43
<u>City Funds Due:</u>	\$305,772.86

CITY FUNDS DUE: ----- \$305,772.86

See agreement dated: 10/07/21

Authorized: 08/24/22

STATE OF ALABAMA, MONTGOMERY COUNTY: Personally appeared the undersigned and made oath in due form of law that the within account is correct, due and unpaid.

Sworn and subscribed to before me:


Claimant's Signature

October 13, 2022
Date



Notary Public



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.c.1.

MEETING DATE: November 7, 2022

SUBJECT: Council Minutes, Regular Meeting 10-24-2022

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Whitney DuBose

Approved By: Glenda Webb

Summary:

Attached are minutes from the October 24th Meeting.

Recommendation:

Funding Source/GL Code:

GL Code No. Amount: \$

Finance Director Approval: _____ City Administrator Approval: _____GDW

Motion for Consideration:

I move to approve the minutes from the October 24th, 2022 Regular Called Council Meeting.



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.c.2.

MEETING DATE: November 7, 2022

SUBJECT: Bill Listing

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Whitney DuBose

Approved By: Glenda Webb

Summary:

Recommendation:

Funding Source/GL Code:

GL Code No. Amount: \$

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

With the approval of the Consent Agenda, the attached bill listing is hereby approved. Said action is reflected in the minutes of the City Council Meeting.



City of Northport

Expense Approval Report

By (None)

Payment Dates 10/20/2022 - 11/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
FirstPoint Collection Resources ...	93403	10/20/2022	Payment Fees	187.70
Jireh Publishing International	INV0018340	10/27/2022	Business License Overpayment ...	1,878.49
				2,066.19
Department: 13 - Mayor & City Council				
Tuscaloosa County High School	INV0018223	10/06/2022	ADMIN - DIST. DEV. FUNDS - Wi...	250.00
Huntington Place Elementary S...	INV0018284	10/20/2022	Admin - Dist. Dev. Funds	500.00
Huntington Place Elementary S...	INV0018285	10/20/2022	Admin - Dist. Dev. Funds Hallo...	500.00
Tuscaloosa County High School	INV0018287	10/20/2022	Admin - Dist. Dev. Funds	1,000.00
Verizon	9918524592	10/27/2022	942073882-00001	245.25
Tuscaloosa County High School	INV0018320	10/20/2022	Wildcat Reef Club	100.00
Department 13 - Mayor & City Council Total:				2,595.25
Department: 15 - Administrative				
Moore Petroleum Co. Inc.	2227301b	10/20/2022	Fuel/Oil	566.73
Isbell Insulation	581211	10/20/2022	Shirley Place Gutter Replaceme...	2,884.00
Sam's Club - Commercial Credit	INV0018362	10/27/2022	Sam's Membership Renewal	22.50
Sam's Club - Commercial Credit	INV0018363	10/27/2022	Holiday Open House Items	66.90
J & J Telephone Inc.	70817GK	10/20/2022	INVOICE-J&J Telephone	135.00
Northport Electrical Supply Inc.	V1010462	10/20/2022	City Hall - hallway light repairs	204.44
Northport Electrical Supply Inc.	V1010488	10/20/2022	City Hall - hallway light repairs	204.44
USI Insurance Svc LLC Alabama	4344584	10/20/2022	Renewal-Lawyers Prof. Liability ...	2,782.50
Canon Financial Services Inc.	29372981	10/20/2022	Quarterly Copier Fees	1,196.39
Alabama Power Company	INV0018335	10/27/2022	SB23192-17002	8,419.58
Alabama Power Company	INV0018335	10/27/2022	SB23192-17002	895.14
AllStar Service Pros. LLC	8794	10/20/2022	City Hall - removed old tv's and ...	764.44
Burnum-Hahn Exterminators Inc.	INV0018279	10/20/2022	Monthly Pest Control Services	75.00
Walmart	INV0018289	10/20/2022	Movie Room Supplies - Christm...	11.92
Moore Petroleum Co. Inc.	2228801b	10/27/2022	01-000101	557.77
Verizon	9918524592	10/27/2022	942073882-00001	153.93
Tera Tubbs	INV0018282	10/20/2022	Add'l Reimbursement from W...	87.76
Economic Development Associa...	INV0018283	10/20/2022	Silver Sponsorship	500.00
Spire	INV0018343	10/27/2022	3401 Main Ave C	279.38
Spire	INV0018346	10/27/2022	512 Main Ave 4973862222	8.30
Amazon Capital Services	14W4-HY6K-LV6D	10/20/2022	Office Supplies and Halloween ...	385.58
Amazon Capital Services	17JK-1YXK-LC4L	10/27/2022	Multi color filters for exterior li...	19.99
Tractor Supply	INV0018329	10/27/2022	small heater	22.99
Ander's Hardware Co. Inc.	N1181075	10/27/2022	City Hall - roof leak repair	37.97
Amazon Capital Services	1J3N-XRGM-WW6Y	10/27/2022	holiballs for welcome signs chris...	240.00
Amazon Capital Services	1XGY-HKNL-4L1K	10/27/2022	extension cords	49.98
Amazon Capital Services	11W4-D14L-69TR	10/27/2022	backdrop	39.99
Cintas	4135271088	10/27/2022	Payer # 14353428	26.39
Department 15 - Administrative Total:				20,639.01
Department: 16 - Legal				
Krebs Law LLC	01160	10/27/2022	CONSENT 10-3-22 CON v EKS	9,595.25
Trussell Funderburg Rea & Bell P..	7751	10/27/2022	Outsourced Legal - Economic D...	7,789.73
Verizon	9918524592	10/27/2022	942073882-00001	131.33
Northport Gazette The	INV0018323	10/27/2022	Adv of Ordinance 2154	75.25
Northport Gazette The	INV0018327	10/27/2022	Ad for Public Hearing - Grass Li...	51.10
Department 16 - Legal Total:				17,642.66
Department: 17 - Municipal Court				
Moore Petroleum Co. Inc.	2227301b	10/20/2022	Fuel/Oil	109.83
Syscon Computers	INV4312004	10/27/2022	Court Software	5,391.63
Alabama Law Enforcement Age...	ALEA22002436	10/27/2022	LET'S ACCESS	300.00
Canon Financial Services Inc.	29372981	10/20/2022	Quarterly Copier Fees	317.05

Expense Approval Report

Payment Dates: 10/20/2022 - 11/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Moore Petroleum Co. Inc.	2228801b	10/27/2022	01-000101	29.27
Verizon	9918524592	10/27/2022	942073882-00001	64.82
Department 17 - Municipal Court Total:				6,212.60
Department: 22 - Information Technology				
Comcast Cable	INV0018280	10/20/2022	3500 McFarland Blvd Side 2, 83...	45.13
A T & T	8537853702	10/27/2022	831-000-9479 622	594.52
A T & T	8537853702	10/27/2022	831-000-9479 622	1,783.56
Comcast Cable	INV0018336	10/27/2022	3721 26th Ave 8396 90 014 020...	116.48
Amazon Capital Services	1R6D-6DJT-QDLM	10/20/2022	IT - MeLe Fanless Mini PC	209.99
Comcast Cable	INV0018339	10/27/2022	1101 Martin Luther King 8396 9...	151.32
Amazon Capital Services	1144-MQMJ-3GT4	10/20/2022	HP Color LaserJet Pro MF M479...	819.00
Comcast Cable	INV0018338	10/27/2022	3500 McFarland Blvd 8396 90 0...	94.57
Comcast Cable	INV0018337	10/27/2022	3500 McFarland Blvd OFC 8396 ...	558.79
Verizon	9918524592	10/27/2022	942073882-00001	80.02
A T & T	INV0018332	10/27/2022	205 349-1661 001 0541	72.62
Comcast Cable	INV0018368	10/27/2022	3721 26th Ave OFC 8396 90 014...	338.65
Spectrum Business	0196095102022	10/27/2022	13205 Martin Rd SPUR 8781 14 ...	117.98
Comcast Cable	INV0018367	10/27/2022	5410 Highway 69N 8396 90 014...	408.56
Comcast Cable	INV0018369	10/27/2022	5410 Highway 69N 8396 90 014...	243.85
Dell Marketing LP	10623880504	10/27/2022	Dell 2-cell 34 Wh Lithium Ion R...	73.99
CivicPlus LLC	245018	10/27/2022	IT - Marketplace App	3,327.63
VC3 INC.	89490	10/27/2022	IT - Monthly Backup for Compu...	2,240.00
Department 22 - Information Technology Total:				11,276.66
Department: 25 - Finance				
Verizon	9918524592	10/27/2022	942073882-00001	235.44
Northport Gazette The	INV0018324	10/27/2022	Advertisement fo Perm Res 22-...	63.70
Northport Gazette The	INV0018325	10/27/2022	Adv of Perm Resolution 22-144	65.10
Department 25 - Finance Total:				364.24
Department: 26 - Human Resources				
Global HR Research LLC	13349986	10/20/2022	New Hire Background Check	35.68
River Oaks Employee Assistance...	000184	10/20/2022	Quarterly Fee	1,872.45
Cobbs Allen & Hall Inc.	INV0018353	10/27/2022	Monthly Fee October 2022	1,250.00
DCH Occupational Medicine	00014851-00	10/27/2022	New Hire/Post-Accident/Rand...	179.00
Tuscaloosa Blueprinting & Repr...	170514	10/20/2022	Business Cards Jeff & Carrie	116.00
Gene Lary's Trophy Shop	779028	10/20/2022	Retirement Plaque	38.29
Verizon	9918524592	10/27/2022	942073882-00001	91.32
Department 26 - Human Resources Total:				3,582.74
Department: 28 - Planning & Inspections				
Northport Gazette The	INV0018286	10/20/2022	ZBA Public Notice for 10/12/20...	82.25
Verizon	9918524592	10/27/2022	942073882-00001	122.65
Northport Gazette The	INV0018326	10/27/2022	Public Notice for Street Renami...	57.40
Jarrold Milligan	22-000227	10/27/2022	Milligan Outdoor Services - Inv ...	97.98
Jarrold Milligan	22-000228	10/27/2022	Milligan Outdoor Services	171.47
Amazon Capital Services	167T-WRHY-JD7W	10/27/2022	Amazon - Uniforms and Supplies	60.97
Amazon Capital Services	167T-WRHY-JD7W	10/27/2022	Amazon - Uniforms and Supplies	427.68
Department 28 - Planning & Inspections Total:				1,020.40
Department: 32 - Engineering				
Burk-Kleinpeter Inc.	Job TU.21.007 Inv 8	10/27/2022	Charlie Shirley Rd. Resurfacing -...	2,875.00
Thompson Engineering Inc	220902415	10/20/2022	Union Chapel/Hwy 69 Design	577.94
Kimley-Horn and Associates Inc.	014152003-0922	10/20/2022	Two-Mile Creek Drainage Study	15,475.00
Kimley-Horn and Associates Inc.	014152005-0922	10/20/2022	Hydraulic Analysis of Mill Creek...	7,842.50
Global HR Research LLC	13349986	10/20/2022	New Hire Background Check	35.68
Alabama Power Company	INV0018334	10/27/2022	312 Main Ave, ST Lgt Controller...	118.98
Alabama Power Company	INV0018335	10/27/2022	SB23192-17002	790.82
Alabama Power Company	INV0018335	10/27/2022	SB23192-17002	27,740.41
Verizon	9918524592	10/27/2022	942073882-00001	364.56
Georgetown Construction Co LLC	INV0018322	10/27/2022	Clear Creek Colony Sidewalk Up...	3,916.00
Department 32 - Engineering Total:				59,736.89

Expense Approval Report

Payment Dates: 10/20/2022 - 11/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Department: 33 - Police				
IPMA-HR	INV-66854-R0X6J7	10/27/2022	Police Officer Testing Materials ...	62.50
City of Centreville	INV0018352	10/27/2022	AGENDA: Hollis Reimbursement	16,610.00
Fred Robertson Wrecker Service..	B34409-1	10/27/2022	PD #3767 - tow bill	125.00
Global HR Research LLC	13349986	10/20/2022	New Hire Background Check	181.40
Moore Petroleum Co. Inc.	2227301b	10/20/2022	Fuel/Oil	9,432.52
Xerox Corporation	017220283	10/20/2022	Xerox Invoices	406.38
Xerox Corporation	017220287	10/20/2022	Xerox Invoices	383.26
Galls LLC	022284670	10/27/2022	Uniform Items	81.04
DCH Occupational Medicine	00014851-00	10/27/2022	New Hire/Post-Accident/Rand...	3,168.00
Northport Auto Supply Co. Inc.	100695993	10/20/2022	PD Command Center Trailer - e...	19.63
Northport Auto Supply Co. Inc.	100696014	10/20/2022	PD #1539 - engine mounts	248.43
Municipal & Commercial Unifo...	394392	10/20/2022	Sanders Uniform	97.90
Municipal & Commercial Unifo...	394393	10/20/2022	Moss uniform items	157.95
Alabama Law Enforcement Age...	ALEA22002437	10/20/2022	ALEA Invoice 22002437	3,555.00
Sam's Club - Commercial Credit	INV0018362	10/27/2022	Sam's Membership Renewal	22.50
Galls LLC	022317376	10/27/2022	Uniform Items	130.00
Tuscaloosa County Commission	153	10/27/2022	AGENDA: 3rd Quarter Metro Jail..	47,355.00
Northport Auto Supply Co. Inc.	100697079	10/20/2022	PD #463 - coolant sensor	82.24
City of Tuscaloosa	4373	10/20/2022	1st Quarter Lease of Server Spa...	3,750.00
Canon Financial Services Inc.	29372981	10/20/2022	Quarterly Copier Fees	622.33
Alabama Power Company	INV0018335	10/27/2022	SB23192-17002	333.34
Alabama Power Company	INV0018335	10/27/2022	SB23192-17002	7,358.81
Alabama Power Company	INV0018335	10/27/2022	SB23192-17002	2,339.61
Burnum-Hahn Exterminators Inc.	INV0018279	10/20/2022	Monthly Pest Control Services	175.00
Moore Petroleum Co. Inc.	2228801b	10/27/2022	01-000101	10,548.66
Northport Auto Supply Co. Inc.	100690544	10/27/2022	PD - inverter for new cars	358.68
Verizon	9918524592	10/27/2022	942073882-00001	1,720.49
Walmart	INV0018317	10/20/2022	Fall festival supplies	152.78
State of Alabama	INV0018328	10/27/2022	10-33 Invoice	800.00
Spire	INV0018344	10/27/2022	3000 Charlie Shirley Rd 211404...	35.21
Amazon Capital Services	11L9-KMGD-GW73	10/20/2022	Animal Control Items	55.47
Business Supply & Printing	4350	10/27/2022	Business cards	39.50
Business Supply & Printing	4350	10/27/2022	You've Been Boomed Cards	153.80
Custom Films	1820	10/27/2022	Window Tint	500.00
Amazon Capital Services	193D-X3RN-JHLW	10/27/2022	Fall Festival Supplies	486.70
Amazon Capital Services	1D7T-TDW3-N4CY	10/27/2022	Animal Control Items	25.96
W.H. Thomas Oil	439014b	10/27/2022	Hav Syn Ow20	128.90
W.H. Thomas Oil	439014b	10/27/2022	Supreme 5w30	138.60
J & J Telephone Inc.	70894RJ	10/27/2022	Invoice 70894RJ	270.00
Carrot-Top Industries Inc.	INV111848	10/27/2022	City of Northport Flags	662.25
Amazon Capital Services	1GXJ-WLDH-KP61	10/27/2022	Cellophane bags	17.98
Municipal & Commercial Unifo...	394885	10/27/2022	Sanders Uniform	155.95
Amazon Capital Services	1FVH-CTMV-3V39	10/27/2022	Office Supplies	386.89
FedEx	7-925-83426	10/27/2022	FedEx Shipping	33.25
One Source Office Products LLC	OE-QT-5187-1	10/27/2022	Janitorial Supplies	2,737.34
Amazon Capital Services	1K14-YF3P-CVJ6	10/27/2022	Office Supplies	503.11
Amazon Capital Services	1K14-YF3P-CVJ6	10/27/2022	Fall Festival Items	36.40
Kimberly Legrone	INV0018354	10/27/2022	AGENDA: Meal and Travel Remi...	56.53
Kimberly Legrone	INV0018354	10/27/2022	AGENDA: Meal and Travel Remi...	33.96
Department 33 - Police Total:				116,736.25
Department: 35 - Fire				
Moore Petroleum Co. Inc.	2227301b	10/20/2022	Fuel/Oil	1,723.63
Northport Auto Supply Co. Inc.	100695333	10/20/2022	FD #6 - hose for engine	19.08
Henry Schein Inc.	26413241	10/20/2022	Medical Supplies Engines	8.78
Northport Auto Supply Co. Inc.	100696536	10/20/2022	FD #1 - fuel valve	11.19
Henry Schein Inc.	26442211	10/20/2022	Medical Supplies Engines	187.03
Global Fire Sprinklers LLC	22237	10/27/2022	BLANKET- Insp, Recharge, Valve...	10.00
Northport Auto Supply Co. Inc.	100698305	10/27/2022	Sealed Spring	72.26
Alabama Power Company	INV0018335	10/27/2022	SB23192-17002	4,545.62

Expense Approval Report

Payment Dates: 10/20/2022 - 11/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Burnum-Hahn Exterminators Inc.	INV0018279	10/20/2022	Monthly Pest Control Services	270.00
Moore Petroleum Co. Inc.	2228801b	10/27/2022	01-000101	2,229.00
Northport Auto Supply Co. Inc.	100699147	10/27/2022	Orig Inv 100698305	-72.26
Spire	INV0018342	10/27/2022	12301 Mitt Lary Rd 7863555555	97.16
Overhead Door Company of Tus...	TCS52183	10/27/2022	FD #3 - door remotes for bay d...	205.00
Overhead Door Company of Tus...	TCS52184	10/27/2022	FD #2 - door remotes for bay d...	285.00
Northwest Supply Co. Inc.	926286	10/27/2022	FD #1 - water line repair	96.26
Walmart	INV0018331	10/27/2022	Halloween Candy	99.40
I/O Solutions Inc.	C54689A	10/27/2022	Firefighter Promotional Testing...	1,883.00
Paint Spot	N0287911	10/27/2022	Painting Supplies- St. 1	42.97
Kaliq Snelson	INV0018350	10/27/2022	*AGENDA* Employee Reimburs...	85.00
O'Reilly Auto Parts	1063-415782	10/27/2022	Oil Dry for Station 2	49.95
William E. Crawford MD LLC	INV0018366	10/27/2022	*AGENDA* Dr Crawford Agree...	12,000.00
Jacob Hixon	INV0018349	10/27/2022	*AGENDA* Employee Reimburs...	85.00
Department 35 - Fire Total:				23,933.07

Department: 37 - Public Works

Todd Shirley Grading Inc.	INV0016905	05/12/2022	Construction - re-stock top soil ...	2,116.00
Moore Petroleum Co. Inc.	2227301b	10/20/2022	Fuel/Oil	8,595.02
Advance Business Machines	378445	10/20/2022	PW - copier fees	60.00
DCH Occupational Medicine	00014851-00	10/27/2022	New Hire/Post-Accident/Rand...	117.00
Northport Auto Supply Co. Inc.	100695614	10/20/2022	PW - stock pins for KBooms	21.24
Northport Auto Supply Co. Inc.	100695706	10/20/2022	PW KBoom #6115 - fittings	5.76
Northport Auto Supply Co. Inc.	100695711	10/20/2022	PW Dump Truck #1627 - hoses	18.92
Northport Auto Supply Co. Inc.	100695744	10/20/2022	PW Shop - battery for welding ...	9.00
Northport Auto Supply Co. Inc.	100696152	10/20/2022	PW - construction walking saw v...	15.97
Northport Auto Supply Co. Inc.	100696249	10/20/2022	PW Truck #8289 - B. Starnes - st...	157.58
Northport Auto Supply Co. Inc.	100696514	10/20/2022	PW Boom Tractor #5062 - fuel fi...	32.30
Bama Concrete Products Co. Inc.	375695	10/20/2022	BLANKET - Concrete	312.50
Lowe's Home Centers Inc.	02465	10/20/2022	BLANKET - Kentuck Supplies	6.26
Alabama Power Company	INV0018333	10/27/2022	1761 Harper Road 47753-93045	62.14
Northport Auto Supply Co. Inc.	100697746	10/27/2022	PW #0141 Mosquito Truck - oil f...	19.95
Sequel Electrical Supply	S3472598.001	10/27/2022	Kentuck Park - lights on outside...	49.46
Lowe's Home Centers Inc.	02838	10/20/2022	BLANKET - Kentuck Supplies	61.20
Northport Auto Supply Co. Inc.	100698025	10/27/2022	PW Truck #0424 - B. Hamner - t...	135.95
Southern Tire Mart LLC	2090045791	10/20/2022	PW KBooms - stock tires	2,811.48
McFarland Ace Hardware	3014/2	10/20/2022	BLANKET - propane for forklift	25.84
Alabama Power Company	INV0018335	10/27/2022	SB23192-17002	4,212.40
Alabama Power Company	INV0018335	10/27/2022	SB23192-17002	2,289.38
Ander's Hardware Co. Inc.	N1180331	10/20/2022	PW - GLV Wire Rope Clips for DT..	17.80
Ander's Hardware Co. Inc.	N1180416	10/27/2022	Kentuck Park - bathroom repair	165.62
Northport Electrical Supply Inc.	V1010656	10/27/2022	Kentuck Park - repair lights in p...	604.99
Northport Electrical Supply Inc.	v1010660	10/27/2022	Kentuck Park - lights under tents	93.63
Northport Electrical Supply Inc.	V1010708	10/20/2022	Kentuck Park - power box repair...	180.17
Northport Auto Supply Co. Inc.	100698370	10/27/2022	PW KBoom #6115 - batteries	267.58
Transportation South Inc.	79780P	10/27/2022	PW - stock batteries for GTs and..	307.89
Transportation South Inc.	79780P	10/27/2022	PW - stock batteries for GTs and..	307.89
Burnum-Hahn Exterminators Inc.	INV0018279	10/20/2022	Monthly Pest Control Services	75.00
Ander's Hardware Co. Inc.	N1180506	10/20/2022	Kentuck Park - Hose pipe busted..	52.71
Ander's Hardware Co. Inc.	N1180573	10/20/2022	Kentuck Park - power cord split...	36.15
Moore Petroleum Co. Inc.	2228801b	10/27/2022	01-000101	8,625.81
Ander's Hardware Co. Inc.	N1180617	10/20/2022	Kentuck Park - light repairs in f...	30.96
Bama Concrete Products Co. Inc.	375845	10/20/2022	BLANKET - Concrete	311.50
Cain Steel & Supply. Inc.	518415	10/20/2022	Construction - #5 rebar restock	222.54
Cintas	4134567428	10/20/2022	Payer # 14353601	25.00
Cintas	4134573507	10/20/2022	Payer # 14385499	630.04
Verizon	9918524592	10/27/2022	942073882-00001	142.63
Spire	INV0018343	10/27/2022	7645 Highway 69N	15.62
Spire	INV0018347	10/27/2022	1781 Harper Rd 7173423333	53.13
Walmart	INV0018351	10/27/2022	PW - tire wet	17.64
Office Depot	INV0018355	10/27/2022	PW - B. Rodriguez - black and co...	91.99

Expense Approval Report

Payment Dates: 10/20/2022 - 11/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Ander's Hardware Co. Inc.	N1180800	10/20/2022	electric tape	5.96
Ander's Hardware Co. Inc.	N1180800	10/20/2022	glv wire rope	8.90
Ander's Hardware Co. Inc.	N1180800	10/20/2022	rubber electric tape	6.99
Ander's Hardware Co. Inc.	N1180800	10/20/2022	liquid wrench spray	7.59
Bama Concrete Products Co. Inc.	375930	10/27/2022	BLANKET - Concrete	509.00
W.H. Thomas Oil	439014	10/27/2022	ELC 50/50	366.12
W.H. Thomas Oil	439014	10/27/2022	Supreme 5w20	369.60
W.H. Thomas Oil	439014	10/27/2022	DEF	342.16
Southern Tire Mart LLC	2090046215	10/27/2022	PW KBooms - stock tires	1,968.00
Southern Tire Mart LLC	2090046216	10/27/2022	PW GTs - stock tires	2,039.16
Northwest Supply Co. Inc.	926287	10/27/2022	Downtown Flower Bed - water l...	64.55
Timothy Thomas	INV0018358	10/27/2022	Tim Thomas - Class B Renewal	56.25
Coker Water Authority	INV0018360	10/27/2022	101617	151.58
Roger Dale Oglesby	INV0018356	10/27/2022	Heritage Museum - repairs to w...	4,150.00
Bama Concrete Products Co. Inc.	376027	10/27/2022	BLANKET - Concrete	300.00
Ander's Hardware Co. Inc.	N1181435	10/27/2022	ply trim roller cvr 3"	5.39
Ander's Hardware Co. Inc.	N1181435	10/27/2022	metal roller tray	7.98
Ander's Hardware Co. Inc.	N1181435	10/27/2022	bolts	3.12
Ander's Hardware Co. Inc.	N1181435	10/27/2022	roller cover 4 x 3/8 inch	9.56
Ander's Hardware Co. Inc.	N1181435	10/27/2022	nut spring steel	4.59
Ander's Hardware Co. Inc.	N1181435	10/27/2022	plastic tray liner	3.96
Ander's Hardware Co. Inc.	N1181435	10/27/2022	washers	3.20
Ander's Hardware Co. Inc.	N1181435	10/27/2022	cage roller frame wire	7.77
Ander's Hardware Co. Inc.	N1181465	10/27/2022	Orig Inv N1181435	-4.59
Cintas	4135271235	10/27/2022	Payer # 14353601	25.00
Cintas	4135277638	10/27/2022	Payer # 14385499	741.04
Walmart	INV0018359	10/27/2022	PW - tire wet	17.64
Department 37 - Public Works Total:				44,582.16

Department: 39 - Utilities

Verizon	340000029342	10/27/2022	100000107151	859.15
Verizon	37000030682	10/27/2022	1000000107151	859.17
Morrow Water Technologies Inc.	3016904	10/27/2022	#3 Waste Pump Wear Ring	1,213.15
Office Depot	269000703001	10/27/2022	Realspace Cressfield Leather Ch...	602.20
Office Depot	267367661001	10/27/2022	Refund of Sales Tax PO 22-4285...	-52.25
Kyocera Document Solutions Al...	55C1424999	10/20/2022	Blanket - Copier Maintenance f...	65.00
Alabama 811	0922168a	10/20/2022	Blanket - Monthly Locate Fees	162.01
Alabama 811	0922168b	10/20/2022	Blanket - Monthly Locate Fees	206.00
Spectrum Business	INV0018318	10/20/2022	11405 Lary Lake Rd 8781 14 101..	23.14
Cassady Company Inc The	Proj 20-121 Inv 8	10/27/2022	Council Approved - Water & Se...	14,336.51
Hach	13285646	10/20/2022	AGENDA (8/15/22) - Lab Turbid...	5,061.60
Verizon	376000040367	10/27/2022	1000000107151	859.15
Krebs Engineering Inc.	Proj 21010 Inv 6	10/20/2022	Council Approved - WWTP Efflu...	937.50
Krebs Engineering Inc.	Proj 21012.08 Inv 5	10/20/2022	Council Approved - Prof Eng Ser...	2,106.32
Krebs Engineering Inc.	Proj 21014.08 Inv 5	10/20/2022	Council Approved - Prof Eng Ser...	740.00
Krebs Engineering Inc.	Proj 22033 Inv 1	10/20/2022	Council Approved - Prof Eng Ser...	11,025.00
Northport Auto Supply Co. Inc.	100696158	10/20/2022	WW Truck #7156 Brakes	344.95
Northwest Supply Co. Inc.	925083	10/20/2022	2" inch stainless steel ball valves	170.00
USA BlueBook	135958	10/20/2022	Ring Preservers	275.90
Harcros Chemicals	330134094	10/20/2022	Council Approved - Calcium Hy...	4,050.00
Univar Inc.	50633919	10/20/2022	Council Approved - Alum for W...	8,981.91
Krebs Engineering Inc.	Proj 20052.08 Inv 4	10/20/2022	Council Approved - Prof Eng Ser...	912.67
Krebs Engineering Inc.	Proj 22031 Inv 2	10/27/2022	Council Approved - Prof Eng Ser...	11,089.00
Dominion Construction Co. Inc.	Proj STPOA-0006(564) Inv 5	10/27/2022	Council Approved - Water & Se...	157,741.01
Harcros Chemicals	330134107	10/20/2022	Credit Orig Inv 330134094 PO 2...	-1,098.00
Shannon Chemical Corporation	43809	10/20/2022	Council Approved - Phosphate f...	26,207.33
Lowe's Home Centers Inc.	20421	10/20/2022	BLANKET - Misc. Supplies for W...	20.52
A T & T	8537853702	10/27/2022	831-000-9479 622	1,783.56
Alabama Power Company	INV0018333	10/27/2022	1761 Harper Road 47753-93045	62.14
Northport Auto Supply Co. Inc.	100688488	10/20/2022	Water 2" Pump Rebuild Kit	260.42
Hunnicutt Inc.	5470	10/20/2022	Service Call to Montgomery Fa...	3,124.00

Expense Approval Report

Payment Dates: 10/20/2022 - 11/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
O'Reilly Auto Parts	1063-414028	10/27/2022	Water Truck # 7892 Cab Air Filt...	63.92
Cintas	4134189397	10/20/2022	Payer # 14385521	141.63
Southern Pipe & Supply	7256870-00	10/20/2022	1 1/2" PVC cap	6.64
Southern Pipe & Supply	7256870-00	10/20/2022	1 1/2" PVC pipe	75.60
Columbus Paper & Chemical	839707	10/20/2022	10Lb boxes of rags	32.60
Columbus Paper & Chemical	839707	10/20/2022	10Lb boxes of rags	163.00
Alabama Power Company	INV0018335	10/27/2022	SB23192-17002	71,137.63
Pace Analytical LLC	2220389489	10/20/2022	Council Approved - BLANKET - T...	3,834.01
Moore Petroleum Co. Inc.	2228801	10/20/2022	1-000100	3,938.97
Kyocera Document Solutions Al...	55C1426873	10/27/2022	Copier Maintenance for Billing ...	65.00
Burnum-Hahn Exterminators Inc.	INV0018279	10/20/2022	Monthly Pest Control Services	165.00
Walmart	INV0018290	10/20/2022	Blanket - Distilled Water for Lab...	50.72
Spire	INV0018321	10/20/2022	Northwood Garden Dr 8729513...	18.88
Verizon	9918282052	10/27/2022	642325112-00001	144.46
Empire Pipe and Supply Compa...	2094779	10/20/2022	6" Master Meter	4,400.00
Pace Analytical LLC	2235512032	10/20/2022	Council Approved - BLANKET - T...	286.70
Hunnicut Inc.	5509	10/27/2022	Service Call Airport PS & Northr...	1,718.75
Lowe's Home Centers Inc.	02209b	10/20/2022	Programmable Thermostats for...	213.65
Pace Analytical LLC	2235512285	10/20/2022	Council Approved - BLANKET - T...	18.46
Lowe's Home Centers Inc.	2286	10/20/2022	Blamket- Misc supplies for inve...	156.75
Cintas	4134572182	10/20/2022	Payer # 14385564	67.91
Cintas	4134572317	10/20/2022	Payer # 14385434	310.43
A-1 Alabama Key & Locksmith I...	497526	10/27/2022	Waste Water - door repair - key...	8.73
Verizon	9918524592	10/27/2022	942073882-00001	262.68
Spire	INV0018345	10/27/2022	1000 Harpercreek Dr 36982233...	17.28
USA BlueBook	147578	10/27/2022	Lab Supplies for WWTP	1,301.09
Empire Pipe and Supply Compa...	2095024	10/27/2022	3" Master Meter	2,600.00
Ferguson Enterprises LLC	1458043	10/27/2022	Copper & Blue Marking Paint	972.00
USA BlueBook	149456	10/27/2022	Lab Supplies for WWTP	25.85
Pace Analytical LLC	2235512731	10/27/2022	Council Approved - BLANKET - T...	1,307.54
Cintas	4134879947	10/27/2022	Payer # 14385521	141.63
Building Specialties Co. Inc.	71212023	10/27/2022	Waste Water - replace office do...	90.00
Southern Pipe & Supply	7290536-00	10/27/2022	Council Approved - 2" Gate Val...	1,324.50
Southern Pipe & Supply	7290536-00	10/27/2022	Council Approved - 4' Fire Hydr...	13,861.14
Southern Pipe & Supply	7290536-00	10/27/2022	Council Approved - 6" Gate Val...	2,999.45
Southern Pipe & Supply	7290536-00	10/27/2022	Council Approved - 3 1/2' Fire H...	13,435.20
Lowe's Home Centers Inc.	01098	10/27/2022	Blamket- Misc supplies for inve...	37.99
Ricks Service Co LLC	221020-CNP-A-PM's	10/27/2022	AGENDA (9/19/22) - Annual Ge...	5,225.00
Southern Pipe & Supply	7157349-01	10/27/2022	Large Meter Boxes w/ Lids	1,140.86
Southern Pipe & Supply	7237164-00	10/27/2022	Parts to Repair PVC Tapping Tool	404.12
Ander's Hardware Co. Inc.	N1181463	10/27/2022	BLANKET - Misc. Supplies for W...	7.59
Lowe's Home Centers Inc.	02026	10/27/2022	Blamket- Misc supplies for inve...	21.88
Cintas	4135276261	10/27/2022	Payer # 14385564	67.91
Cintas	4135276510	10/27/2022	payer # 14385434	360.27
Southern Pipe & Supply	7209790-00	10/27/2022	Small concrete meter box lids	620.70
Southern Pipe & Supply	7231269-00	10/27/2022	Meter Locks 4KALH Key 2396	728.70
Ferguson Enterprises LLC	1458263	10/27/2022	HD Gloves for WWTP	1,750.00
Patrick's Wastewater Services L...	198	10/27/2022	Council Approved - Contract ser...	480.00
Alabama Dept of Environmental...	INV0018364	10/27/2022	ADEM Certification Fee for Tim...	125.00
Alabama Rural Water Associati...	INV0018365	10/27/2022	SWP Memberships for Meter R...	375.00
Department 39 - Utilities Total:				389,631.88
Department: 40 - Williamson Cemetery				
HudCo Landscape and Irrigation...	1253	10/20/2022	Williamson Cemetery Grounds...	2,066.66
Alabama Power Company	INV0018335	10/27/2022	SB23192-17002	36.13
Department 40 - Williamson Cemetery Total:				2,102.79
Department: 41 - Outside Agency Funding				
Kentuck Museum Association	INV0018341	10/27/2022	Quarterly Funding Payment - Oc...	18,750.00
Tuscaloosa Public Library	INV0018348	10/27/2022	Quarterly Funding Payment - Oc...	31,250.00
Department 41 - Outside Agency Funding Total:				50,000.00

Expense Approval Report

Payment Dates: 10/20/2022 - 11/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Department: 43 - Incentives				
North Square Properties, LLC	INV0018319	10/20/2022	Economic Incentive	3,090.82
Department 43 - Incentives Total:				3,090.82
Department: 45 - 2019 Additional Sales Tax				
Criterion Consulting LLC	2008	10/20/2022	Northport School System Feasib...	16,500.00
TTL Inc.	2118434	10/27/2022	Rose Blvd. Property Recreationa..	34,870.50
Phelps Jenkins Gibson & Fowler...	INV0018281	10/20/2022	5300 McFarland Blvd	273,708.92
Department 45 - 2019 Additional Sales Tax Total:				325,079.42
Grand Total:				1,080,293.03

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	641,776.07
08 - TCRIC FUND	577.94
12 - COURT CORRECTIONS FUND	47,355.00
16 - MUNICIPAL GOVERNMENT CAPITAL IMPROVEMENT F...	764.44
50 - WATER & SEWER FUND	389,819.58
Grand Total:	1,080,293.03

Account Summary

Account Number	Account Name	Payment Amount
01-13-101-50245	Development Funds - Distr..	100.00
01-13-104-50245	Development Funds - Distr..	750.00
01-13-105-50245	Development Funds - Distr..	1,500.00
01-13-110-50312	Cell Phones	245.25
01-15-000-50100	Dues	500.00
01-15-000-50101	Subscriptions	22.50
01-15-000-50105	Office Supplies	385.58
01-15-000-50126	Office Equipment - Lease	1,196.39
01-15-000-50175	Sundry Expense	42.98
01-15-000-50210	Professional Services	135.00
01-15-000-50250	Community Events	408.79
01-15-000-50312	Cell Phones	153.93
01-15-000-50350	Insurance - General Fund	2,782.50
01-15-000-50357	Janitorial Contracts - City ...	26.39
01-15-000-50359	Fuel & Oil	1,124.50
01-15-000-50383	Repair - Facilities	446.85
01-15-000-50420	Travel	87.76
01-15-000-50501	Utilities - Power	8,419.58
01-15-000-50561	Pest Control	75.00
01-15-000-50590	Utilities - Other	1,182.82
01-15-000-60020	Shirley Place Improvemen...	2,884.00
01-16-000-50112	Advertising	126.35
01-16-000-50247	Outsourced Legal Services	17,384.98
01-16-000-50312	Cell Phones	131.33
01-17-000-50126	Office Equipment - Lease	317.05
01-17-000-50127	Software - License & Main...	5,391.63
01-17-000-50218	A.C.J.I.C. Computer - L.E.T...	300.00
01-17-000-50312	Cell Phones	64.82
01-17-000-50359	Fuel & Oil	139.10
01-22-000-50106	Office Equipment	819.00
01-22-000-50108	Equipment - Computers &...	209.99
01-22-000-50111	Software - License & Main...	3,327.63
01-22-000-50312	Cell Phones	80.02
01-22-000-50348	Utilities - Internet	4,526.03
01-22-000-50366	Maintenance & Repair	73.99
01-22-000-50376	Service Contracts	2,240.00
01-25-000-50112	Advertising	128.80
01-25-000-50312	Cell Phones	235.44
01-26-000-50104	Printing & Duplication	116.00
01-26-000-50175	Sundry Expense	35.68
01-26-000-50210	Professional Services	1,250.00
01-26-000-50239	Presentations & Awards	38.29
01-26-000-50312	Cell Phones	91.32
01-26-000-50329	DCH Employee Assistance...	1,872.45
01-26-000-50340	Drug Testing - Random	179.00
01-28-000-50105	Office Supplies	60.97
01-28-000-50112	Advertising - Admin	57.40
01-28-000-50283	Uniforms	427.68

Account Summary

Account Number	Account Name	Payment Amount
01-28-000-50312	Cell Phones	122.65
01-28-000-50436	Code Enforcement - Weed...	269.45
01-28-117-50112	Advertising - ZBA	82.25
01-32-000-50010	Hiring & Recruitment Exp...	35.68
01-32-000-50312	Cell Phones	364.56
01-32-000-50503	Utilities - Power - Traffic S...	790.82
01-32-000-50504	Power - Street Lights	27,859.39
01-32-600-80001	Infrastructure	23,317.50
01-32-600-80005	Sidewalk Bank Projects	3,916.00
01-32-600-81004	MPO - Charlie Shirley Road	2,875.00
01-33-000-50000	Salaries & Wages	16,610.00
01-33-000-50010	Hiring & Recruitment Exp...	3,411.90
01-33-000-50100	Dues	800.00
01-33-000-50101	Subscriptions	22.50
01-33-000-50102	Postage	33.25
01-33-000-50104	Printing & Duplication	193.30
01-33-000-50105	Office Supplies	890.00
01-33-000-50106	Office Equipment	662.25
01-33-000-50108	Equipment - Computers &...	333.34
01-33-000-50111	Software - License & Main...	3,750.00
01-33-000-50126	Office Equipment - Lease	1,411.97
01-33-000-50218	A.C.J.I.C. Computer - L.E.T...	3,555.00
01-33-000-50246	Equipment - Animal Contr...	81.43
01-33-000-50283	Uniforms	622.84
01-33-000-50312	Cell Phones	1,720.49
01-33-000-50337	Janitorial Supplies	2,737.34
01-33-000-50359	Fuel & Oil	20,248.68
01-33-000-50361	Maintenance & Repair - P...	270.00
01-33-000-50367	Maintenance & Repair - V...	814.35
01-33-000-50368	Maintenance & Repair - E...	19.63
01-33-000-50398	Community Services	693.86
01-33-000-50420	Travel	56.53
01-33-000-50422	Meals	33.96
01-33-000-50502	Utilities - Power	7,358.81
01-33-000-50562	Pest Control	175.00
01-33-000-50563	Utilities - Power - Commu...	2,339.61
01-33-000-50590	Utilities - Other	35.21
01-33-600-80000	Equipment	500.00
01-35-210-50010	Hiring & Recruitment Exp...	1,883.00
01-35-210-50211	Professional Medical Servi...	12,000.00
01-35-210-50231	Fire Prevention & Educati...	99.40
01-35-210-50359	Fuel & Oil	3,952.63
01-35-210-50402	Training - Departmental	170.00
01-35-210-50410	Maintenance & Repair - E...	40.27
01-35-210-50411	Maintenance & Repair - R...	0.00
01-35-210-50500	Utilities - Power	4,545.62
01-35-210-50520	Utilities - Natural Gas	97.16
01-35-210-50560	Pest Control	270.00
01-35-211-50380	Repairs - Station 1	139.23
01-35-212-50380	Repairs - Station 2	285.00
01-35-213-50380	Repairs - Station 3	205.00
01-35-216-50227	Equipment - Engine 2	49.95
01-35-221-50242	Medical Supplies - Engines	195.81
01-37-310-50010	Hiring & Recruitment Exp...	117.00
01-37-310-50105	Office Supplies	91.99
01-37-310-50126	Office Equipment - Lease	60.00
01-37-310-50261	Contract Shirts & Pants	1,421.08
01-37-310-50312	Cell Phones	142.63

Account Summary

Account Number	Account Name	Payment Amount
01-37-310-50359	Fuel & Oil	18,298.71
01-37-310-50377	Supplies & Equipment - V...	35.28
01-37-310-50400	Training	56.25
01-37-310-50451	Solid Waste Authority Con...	151.58
01-37-310-50500	Utilities - Power	4,274.54
01-37-310-50503	Power - Traffic Signals	2,289.38
01-37-310-50520	Utilities - Natural Gas	68.75
01-37-310-50560	Pest Control	75.00
01-37-311-50387	Supplies - Community Eve...	1,392.94
01-37-312-50221	Hand Tools - Construction	15.97
01-37-312-50234	Supplies - Construction	3,797.38
01-37-316-50234	Supplies - Shop	9.00
01-37-320-50360	Maintenance - Garbage T...	2,347.05
01-37-321-50360	Maintenance - Heavy Equ...	32.30
01-37-322-50380	Repairs - Heavy Trucks	18.92
01-37-323-50360	Maintenance - Trash Truc...	5,354.95
01-37-323-50380	Repairs - Trash Trucks	27.00
01-37-324-50360	Maintenance - Vehicles	155.90
01-37-324-50380	Repairs - Light Duty Vehic...	157.58
01-37-328-50234	Supplies - Traffic	40.98
01-37-600-80004	Grant Assets	4,150.00
01-40000	Business License	1,878.49
01-40-000-50360	Maintenance - Williamson...	2,066.66
01-40-000-50500	Utilities - Power - William...	36.13
01-41-000-50801	Tuscaloosa Public Library	31,250.00
01-41-000-50802	Kentuck Museum	18,750.00
01-43-000-60902	North Square Property	3,090.82
01-45-000-54000	Enjoy	308,579.42
01-45-000-54402	Northport School System	16,500.00
08-32-600-80001	Infrastructure	577.94
12-33-000-50233	Metro Jail Expenses	47,355.00
16-15-600-80003	Public Buildings	764.44
50-39-510-50100	Dues	500.00
50-39-510-50104	Printing & Duplication	65.00
50-39-510-50107	Office Furniture	549.95
50-39-510-50261	Contract Shirts and Pants	1,089.78
50-39-510-50305	Contract Services	848.01
50-39-510-50312	Cell Phones	407.14
50-39-510-50359	Fuel & Oil	3,938.97
50-39-510-50371	Maintenance - Facilities	213.65
50-39-510-50376	Service Contracts	2,577.47
50-39-510-50396	Repairs - Vehicles	408.87
50-39-510-50461	Repairs - Light Duty Equi...	260.42
50-39-510-50473	Inventory Supplies	216.62
50-39-510-50500	Utilities - Power	71,199.77
50-39-510-50520	Utilities - Natural Gas	36.16
50-39-510-50550	Pest Control	165.00
50-39-510-50590	Utilities - Other	1,806.70
50-39-511-50104	Printing & Duplication	65.00
50-39-512-50300	Chemicals	35,189.24
50-39-512-50321	Safety Equipment	275.90
50-39-512-50336	Repairs	5,061.60
50-39-512-50360	Maintenance	28.11
50-39-512-50454	Testing & Professional Ser...	1,612.70
50-39-513-50300	Chemicals	2,952.00
50-39-513-50313	Laboratory Supplies	1,377.66
50-39-513-50321	Safety Equipment	1,750.00
50-39-513-50336	Repairs	98.73

Account Summary

Account Number	Account Name	Payment Amount
50-39-513-50360	Maintenance	6,438.15
50-39-513-50454	Testing & Professional Ser...	3,834.01
50-39-514-50309	Hand Tools and Equipment	404.12
50-39-514-50431	Construction & Repair Su...	35,164.79
50-39-514-50473	Inventory Supplies	32.60
50-39-514-50477	Water Meters	7,000.00
50-39-515-50431	Construction & Repair Su...	170.00
50-39-515-50457	System & Infrastructure ...	4,842.75
50-39-515-50473	Inventory Supplies	163.00
50-39-600-80001	Infrastructure	912.67
50-39-600-81202	WTP SCADA	740.00
50-39-600-81203	WTP Roof Rehab	11,025.00
50-39-600-81302	WWTP Outfall Enhancem...	937.50
50-39-600-81304	WWTP Storm Water Man...	2,106.32
50-39-600-81602	ARPA WTP Hypochroite/C...	11,089.00
50-39-600-81700	HWY 82 Utility Relocation	172,077.52
50-40114	Bad Debt Collections	187.70
Grand Total:		1,080,293.03

Project Account Summary

Project Account Key	Payment Amount
None	1,080,293.03
Grand Total:	1,080,293.03



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.c.3.

MEETING DATE: November 7, 2022

**SUBJECT: Purchase Requisition, Video Sewer Inspection, Video Industrial Services,
\$12,840.00 - Utilities**

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase for Video Industrial Services, in the amount of \$12,840.00, is to do a video inspection of the sewer line on Mitt Lary Road, to help determine what issues the lines may have.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-515-50457 Amount: \$12,840.00

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$12,840.00 to Video Industrial Services.



7721 2nd Avenue North
Birmingham, AL 35206
p: (205) 798-0300
f: (205) 798-6211
www.videoindustrial.com

TO:	City of Northport	ATTN:	Angela Henline <ahenline@thecassadyco.com>
ADDRESS:	3500 McFarland Blvd	DATE:	11/17/2021
	Northport, AL 35476	RE:	City of Northport - Mitt Lary Road Sewer Crossing VIS Request for TV Inspection Proposal

<i>Bid Item</i>	<i>Unit</i>	<i>Estimated Qty</i>	<i>Item Unit Price</i>	<i>Item Total</i>
2-Man CCTV/Cleaning Crew (80 GPM Jet/Vac)	HR	12	\$400.00	\$4,800.00
Arrow Board and Traffic Cones	HR	12	\$100.00	\$1,200.00
Additonal Laborer w/ Pickup for Traffic Control	HR	12	\$85.00	\$1,020.00
Easement Jetter	HR	12	\$100.00	\$1,200.00
Additional Laborer w/ Pickup for Easment Jetter	HR	12	\$85.00	\$1,020.00
80 GPM Jet/Vac w/Operator	HR	12	\$300.00	\$3,600.00
			Total	\$12,840.00

This pricing is submitted under the assumption that the job will be completed in whole. We reserve the right to modify this proposal if the jobsite conditions vary widely. Subject to the attached Terms & Conditions on Page 2. Pricing is good for 30 days from the date of this proposal. If this proposal is satisfactory, please sign below and return. Thank you for the opportunity to work with you on this project. Unless otherwise stated, hourly rate pricing is portal-to-portal from our office.

Name: _____
 Company: _____
 Signature: _____
 Date: _____

Page 102 of 204



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.c.4.

MEETING DATE: November 7, 2022

SUBJECT: Purchase Requisition, Sand Springs Booster Station VFD Upgrade, Morrow Water Technologies, Inc., \$22,432.59 - Utilities

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition for Morrow Water Technologies, Inc., in the amount of \$22,432.59, is for upgrades to the VFD (Variable Frequency Drive) at the Sand Springs Booster Station. The Jackson Water Tank will have to be taken out of service, temporarily, in order to perform maintenance and these upgrades will be necessary in order to do this without interruptions to water service.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-600 Amount: \$ 22,432.59

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$22,432.59 to Morrow Water Technologies, Inc.



MORROW

WATER TECHNOLOGIES, INC.

7440 Cahaba Valley Road, Birmingham AL 35242
Phone 205-408-6680 www.morrowwater.com

Quote #:	091922TB - Northport Sand Spring BPS VFD Upgrade
Quoted By:	Trey Blizzard
Customer:	Northport
Project:	Sand Springs Booster Station VFD Upgrade
Date:	9/19/2022
Terms:	Net 30 days

Scope: Note* Due to market volatility quote valid for 14 days

Morrow Water Technologies Inc., proposal is for providing the following equipment, labor and special tooling required to upgrade the existing Sand Springs BPS to a constant pressure station.

Materials: (taxes not included)

3	ABB ACQ580 VFD - 15HP/230V/3Ph	\$	6,959.06
3	Ashcroft Pressure Transducer	\$	417.13
1	Conduit, Wire, Unistrut, Fuse Box, Misc. Materials	\$	4,285.71
9	JJS-80 Fuses	\$	771.43
3	3-Pole Fuse Block	\$	694.29
0	0	\$	-
0	0	\$	-
0	0	\$	-
0	0	\$	-
0	0	\$	-
0	0	\$	-
0	0	\$	-
0	0	\$	-
100	Mileage_ Truck x1	\$	100.00
100	Mileage_ Electrical x1	\$	100.00
Total Materials		\$	13,327.61

Labor (Including if required - Lodging, Per diems, expendable supplies, subs)

Mobilize	Start-up/Test		
Install VFDs	De-Mobilize		
Install Fuses/Fuse Blocks			
Run Electrical			
Install Transducers			
Total Labor		\$	8,517.25
		FREIGHT	\$ 587.72
Total Labor, Materials and Freight		\$	22,432.59

Accepted By: _____ Submitted By: _____



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.c.5.

MEETING DATE: November 7, 2022

SUBJECT: Travel Reimbursement- Julie Ramm Fuel \$545.00 for 872 miles

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

This is a request for travel reimbursement for Julie Ramm. Expenses occurred during a trip for training Point Clear for EDAA Confrence and Atlanta, Georgia for the ICSC Conference. Total mileage is 872, for the amount of \$545.00

Recommendation:

That this request be passed

Funding Source/GL Code:

GL Code No.01-28-000-50420 Amount: \$545.00

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$545 to Julie Ramm.

**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO.

MEETING DATE: **November 7, 2022**

SUBJECT: **Travel Reimbursement for Julie Ramm – Fuel**

Consent Agenda X	Action Agenda	Public Hearing
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First Reading	Second Reading	Other X
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Prepared By: Morgan Williams	Approved By: Julie Ramm
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Summary: This is a request for travel reimbursement for Julie Ramm. Expenses occurred during a trip to for training to Atlanta, Georgia for the EDAA Conference. Total mileage is 872, for \$545.00.

Alternatives:
Deny this request.

Recommendation: That this request be passed.

Funding Source/ GL Code: 01-28-000-50420 **Amount:** \$545.00
City Administrator_____

Motion for Consideration: Approval of the Consent Agenda will approve this expense in the amount of \$545.00 to Julie Ramm.

11648 Arbor Oaks Rd, Northport, AL 3547

Hilton Garden Inn Atlanta Downtown, 275

Add destination

Leave now ▾

Options

Send directions to your phone

ICSC Atlanta

via I-20 E

Fastest route now, avoids road closures on Forsyth St SW

Your destination is in a different time zone.

Details

10/13-10/14

3 hr 17 min

210 miles

via I-59 N and I-20 E

4 hr

245 miles

via I-59 N

4 hr 22 min

253 miles

← from 11648 Arbor Oaks Rd, Northport, AL 35475
to The Grand Hotel Golf Resort & Spa, Autograph ...

4 hr 18 min (226 miles)

via AL-69 S and US-43 S

Best route now due to traffic conditions



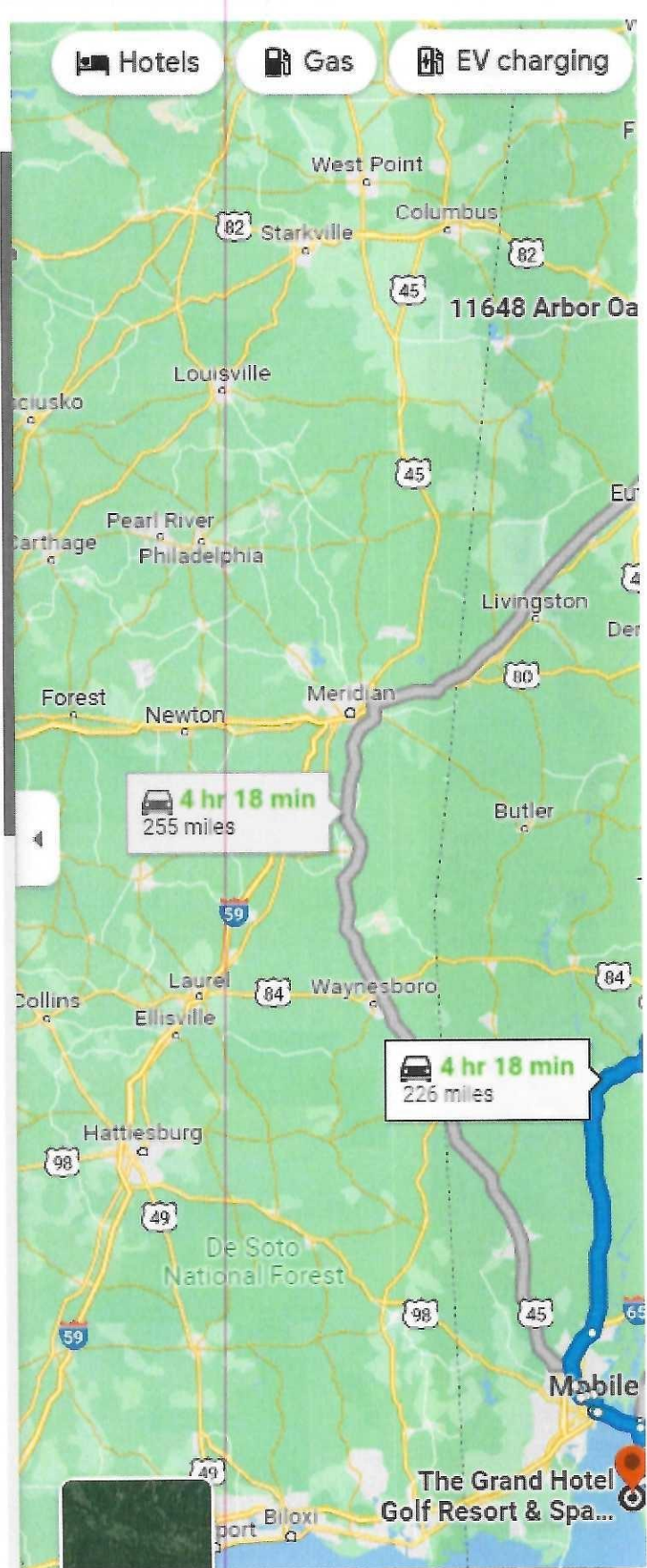
11648 Arbor Oaks Rd

Northport, AL 35475

*EDAA conference
7/24 - 7/27*

- Follow AL-69 S to Lurleen B Wallace Blvd S in Tuscaloosa
14 min (8.3 mi)
- Take US-11 N to AL-69 S
3 min (2.8 mi)
- Continue on AL-69 S to Gallion
56 min (50.6 mi)
- ➡ Turn right onto US-80 W
50 s (0.7 mi)
- ↩ Turn left onto AL-69 S
14 min (13.7 mi)
- Take US-43 S and I-65 S to Veterans Dr in Fairhope
2 hr 34 min (145 mi)
- Take Eastern Shore Trail/N Section St to US-98 ALT E in Point Clear
12 min (5.7 mi)

The Grand Hotel Golf Resort & Spa, Autograph Collection





**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.c.6.

MEETING DATE: November 7, 2022

SUBJECT: Purchase Requisition, Flocculator Motor Replacement at WTP, Eshelman Co. Inc., \$6,845.00 - Utilities

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Eshelman Company Inc., in the amount of \$6,845.00, is for a replacement flocculator motor at the Water Treatment Plant. The current motor on this flocculator is 23 years old and it's passed its useful life. This replacement is necessary to continue operations at the plant.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-512-50336 Amount: \$6,845.00

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6,845.00 to Eshelman Company, Inc.



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.c.7.

MEETING DATE: November 7, 2022

SUBJECT: Payment to American Insurance Company for Firefighter Cancer and Disability Insurance,

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Whitney DuBose

Approved By: Joseph Rose

Summary:

This payment to ACE American Insurance Company (CHUBB) will authorize the City to fulfill its obligation to provide Firefighter Cancer and Disability Insurance to the City's Firefighters as mandated in recent Alabama State Act 2019-361. Effective January 1, 2020 the bill requires certain mandatory cancer benefits for firefighters to include \$25,000 lump sum cancer benefit, a \$25,000 invasive cancer benefit, a \$6,250 non-invasive cancer benefit, and a \$3,000 maximum monthly benefit long term disability.

The City's current agent, Cobbs-Allen requested quotes and ACE American Insurance Company (CHUBB) made a proposal to the City to provide coverage for the basic plan rate of \$13,984.00 per year for 76 Firefighters.

Recommendation:

To approve this request for payment for the Alabama Firefighter Cancer Policy.

Funding Source/GL Code:

GL Code No. 01-35-210-50030 Amount: \$13,984.00

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

Approval of Consent Agenda will approve this request.



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 9.c.8.

MEETING DATE: November 7, 2022

**SUBJECT: PO Requisition West Alabama Regional Commission FY 2023 Membership Dues
\$12,450.00**

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Malorie Mixon

Approved By: Glenda Webb

Summary:

Annual Membership Dues FY 2023 West Alabama Regional Commission

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-15-000-50100 (REQ 230179 Amount: \$12,450.00

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

**Approval of the Consent Agenda will approve this expense in the amount of \$12,450.00 to
West Alabama Regional Commission.**

West Alabama Regional Commission
P.O. Box 509
Northport, AL 35476-0509

DATE: October 11, 2022

City of Northport
Attn: City Administrator
P.O. Box 569
Northport, AL 35476

DESCRIPTION	AMOUNT
FY 2023 Member Dues October 1, 2022 – September 30, 2023	\$ 12,450.00
<i>Payment Due Upon Receipt</i>	
WARC Tax ID # 63-0519483	
TOTAL	\$ 12450.00

Make all checks payable to **West Alabama Regional Commission**.

If you have any questions concerning this invoice please contact us at (205) 333-2990.

Admin
Dues
01-15-000-5000

Please return one copy of invoice with payment

10/13/22

Approved
GDU



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 11.b.1.

MEETING DATE: November 7, 2022

SUBJECT: Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1405 Union Chapel Road

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Please find attached, a proposed resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1405 Union Chapel Road (Parcel No. 63-31-02-03-2-007-002.000). The nuisance was abated at the city's effort and expense, and the property owner has failed to reimburse the city after multiple notices of the nuisance and abatement.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

N/A City Administrator Approval: _____

Motion for Consideration:

I move to adopt the resolution fixing the cost of nuisance weed abatement and authorize the filing of a lien for property located at 1405 Union Chapel Road.

RESOLUTION NO. 22-

RESOLUTION FIXING THE COST OF NUISANCE WEED ABATEMENT AND AUTHORIZING THE FILING OF A LIEN FOR PROPERTY LOCATED AT 1405 UNION CHAPEL ROAD

WHEREAS, the person last assessed for the property taxes at property located at 1405 Union Chapel Road, Northport, Alabama, is Deborah Thompson as recorded in Deed Book 1997, Page 11459, more particularly described as:

A part of Lots 44 and 45 of Leland Subdivision, as recorded in Plat Book 4, at Pages 118 and 119 in the Probate Office of Tuscaloosa County, Alabama, and being more particularly described as follows: Begin at the southwest corner of said Lot 44; thence run northwestwardly and along the west boundary of said Lot 44, 85.46 feet; thence with an interior angle left of 155 degrees 31 minutes run northwardly 144.91 feet to a point on the south right of way of Union Chapel Road; thence with an interior angle left of 75 degrees 24 minutes run southeastwardly and along said right of way, said right of way curving to the left and having a radius of 861 feet, a chord distance of 174.91 feet; thence with an interior angle left of 109 degrees 57 minutes run southwardly 169.29 feet to a point on the south boundary of said Lot 44; thence with an interior angle left of 88 degrees 29 minutes run westwardly 149.95 feet to the Point of Beginning, thus making a closing interior angle left of 110 degrees 39 minutes.

Also known as Parcel ID No. 63-31-02-03-2-007-002.000

WHEREAS, nuisance weeds on the property have been abated by the effort and expense of the City of Northport pursuant to Chapter 42, Article VII. (Weed Control) of the Northport City Code of Ordinances and Section 11-67-80, Code of Alabama (1975), as amended; and,

WHEREAS, the cost of said abatement is \$259.72 and the cost of all legal advertising related thereto is \$14.44; and

WHEREAS, the cost of abatement and legal advertising shall, upon confirmation by the City Council, constitute a weed lien against the various parcels of land from which the nuisance was abated, pursuant to Section 11-67-66, Code of Alabama (1975), as amended.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Northport, Alabama as follows:

1. That the cost of the abatement of nuisance weeds and legal advertising for the property located at 1405 Union Chapel Road, Northport, Alabama, as recorded in Deed Book 1997, Page 1459, is hereby fixed at \$274.16.
2. That the amount shall hereinafter be referred to as a "weed lien," and shall be turned over to the county tax collector for collection.

3. That the Northport City Council will hold a public hearing on the 7th day of November 2022 at 5:30 p.m. in the Council Chambers at the Northport City Hall for the property listed herein.
4. This resolution shall become effective immediately upon its passage or otherwise becoming law.

RESOLVED AND DONE THIS 7TH DAY OF NOVEMBER, 2022.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: November 7, 2022
Motion By:
Second By:



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 11.b.2.

MEETING DATE: November 7, 2022

SUBJECT: Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 2300 Snows Mill Avenue

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Please find attached, a proposed resolution fixing the cost of nuisance weed abatement and authorizing filing of a lien for property located at 2300 Snows Mill Avenue (Parcel No. 63-31-02-10-4-004-008.000). The nuisance was abated at the city's effort and expense, and the property owner has failed to reimburse the city after multiple notices of the nuisance and abatement.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

N/A City Administrator Approval: _____

Motion for Consideration:

I move to adopt the resolution fixing the cost of nuisance weed abatement and authorize the filing of a lien for property located at 2300 Snows Mill Avenue.

RESOLUTION NO. 22-

RESOLUTION FIXING THE COST OF NUISANCE WEED ABATEMENT AND AUTHORIZING THE FILING OF A LIEN FOR PROPERTY LOCATED AT 2300 SNOWS MILL AVENUE

WHEREAS, the person last assessed for the property taxes at property located at 2300 Snows Mill Avenue, Northport, Alabama, is Joe Hayes as recorded in Deed Book 1077, Page 00188, more particularly described as:

Parcel One

All of Lot 26, Lincoln Hills, a map or plat of which is recorded in Plat Book 11, at Page 98 in the Probate Office of Tuscaloosa County, Alabama, and reference to said map or plat being made in aid of and as a part of this description.

Also known as Parcel ID No. 63-31-02-10-4-004-008.000

WHEREAS, nuisance weeds on the property have been abated by the effort and expense of the City of Northport pursuant to Chapter 42, Article VII. (Weed Control) of the Northport City Code of Ordinances and Section 11-67-80, Code of Alabama (1975), as amended; and,

WHEREAS, the cost of said abatement is \$222.98 and the cost of all legal advertising related thereto is \$14.44; and

WHEREAS, the cost of abatement and legal advertising shall, upon confirmation by the City Council, constitute a weed lien against the various parcels of land from which the nuisance was abated, pursuant to Section 11-67-66, Code of Alabama (1975), as amended.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Northport, Alabama as follows:

1. That the cost of the abatement of nuisance weeds and legal advertising for the property located at 2300 Snows Mill Avenue, Northport, Alabama, as recorded in Deed Book 1077, Page 00188, is hereby fixed at \$237.42.
2. That the amount shall hereinafter be referred to as a "weed lien," and shall be turned over to the county tax collector for collection.
3. That the Northport City Council will hold a public hearing on the 7th day of November 2022 at 5:30 p.m. in the Council Chambers at the Northport City Hall for the property listed herein.
4. This resolution shall become effective immediately upon its passage or otherwise becoming law.

RESOLVED AND DONE THIS 7TH DAY OF NOVEMBER, 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: November 7, 2022
Motion By:
Second By:



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 11.b.3.

MEETING DATE: November 7, 2022

SUBJECT: Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1101 10th Street

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Please find attached, a proposed resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1101 10th Street (Parcel No. 63-31-05-15-2-024-001.000). The nuisance was abated at the city's effort and expense, and the property owner has failed to reimburse the city after multiple notices of the nuisance and abatement.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

N/A City Administrator Approval: _____

Motion for Consideration:

I move to adopt the resolution fixing the cost of nuisance weed abatement and authorize the filing of a lien for property located at 1101 10th Street.

RESOLUTION NO. 22-

**RESOLUTION FIXING THE COST OF NUISANCE WEED ABATEMENT AND AUTHORIZING THE
FILING OF A LIEN FOR PROPERTY LOCATED AT 1101 10TH STREET**

WHEREAS, the person last assessed for the property taxes at property located at 1101 10th Street, Northport, Alabama, is Neviah Jean Neal as recorded in Deed Book 2006, Page 21099, more particularly described as:

Lots 34 and 35 and the East one-half (1/2) of a vacated 30 foot right of way West of and adjacent to the West line of Lot 34, of W.J. Moore Estates, as recorded in the Probate Office of Tuscaloosa County, Alabama, Plat Book 4, at Page 171, reference to which is hereby made in aid of and as a part of this description.

Also known as Parcel ID No. 63-31-05-15-2-024-001.000

WHEREAS, nuisance weeds on the property have been abated by the effort and expense of the City of Northport pursuant to Chapter 42, Article VII. (Weed Control) of the Northport City Code of Ordinances and Section 11-67-80, Code of Alabama (1975), as amended; and,

WHEREAS, the cost of said abatement is \$222.98 and the cost of all legal advertising related thereto is \$14.44; and

WHEREAS, the cost of abatement and legal advertising shall, upon confirmation by the City Council, constitute a weed lien against the various parcels of land from which the nuisance was abated, pursuant to Section 11-67-66, Code of Alabama (1975), as amended.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Northport, Alabama as follows:

1. That the cost of the abatement of nuisance weeds and legal advertising for the property located at 1101 10th Street, Northport, Alabama, as recorded in Deed Book 2006, Page 21099, is hereby fixed at \$237.42.
2. That the amount shall hereinafter be referred to as a "weed lien," and shall be turned over to the county tax collector for collection.
3. That the Northport City Council will hold a public hearing on the 7th day of November 2022 at 5:30 p.m. in the Council Chambers at the Northport City Hall for the property listed herein.
4. This resolution shall become effective immediately upon its passage or otherwise becoming law.

RESOLVED AND DONE THIS 7th DAY OF NOVEMBER, 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: November 7, 2022
Motion By:
Second By:



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 11.b.4.

MEETING DATE: November 7, 2022

SUBJECT: Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1503 7th Street

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Please find attached, a proposed resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1503 7th Street (Parcel No. 63-31-05-15-3-007-008.000). The nuisance was abated at the City's effort and expense, and the property owner has failed to reimburse the city after multiple notices of the nuisance and abatement.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

N/A City Administrator Approval: _____

Motion for Consideration:

I move to adopt the resolution fixing the cost of nuisance weed abatement and authorize the filing of a lien for property located at 1503 7th Street.

RESOLUTION NO. 22-

RESOLUTION FIXING THE COST OF NUISANCE WEED ABATEMENT AND AUTHORIZING THE FILING OF A LIEN FOR PROPERTY LOCATED AT 1503 7th STREET

WHEREAS, the person last assessed for the property taxes at property located at 1503 7th Street, Northport, Alabama, is Jimmy Lee Colvin, Jr. as recorded in Deed Book 748, Page 00338, more particularly described as:

All of lot numbered 1 in the Robinson Subdivision in Northport, Ala., map or plat of said subdivision being on record in the Tuscaloosa County Probate Office in Tuscaloosa, Ala., in Plat Book 5 at page 103.

Also known as Parcel ID No. 63-31-05-15-3-007-008.000

WHEREAS, nuisance weeds on the property have been abated by the effort and expense of the City of Northport pursuant to Chapter 42, Article VII. (Weed Control) of the Northport City Code of Ordinances and Section 11-67-80, Code of Alabama (1975), as amended; and,

WHEREAS, the cost of said abatement is \$222.98 and the cost of all legal advertising related thereto is \$14.44; and

WHEREAS, the cost of abatement and legal advertising shall, upon confirmation by the City Council, constitute a weed lien against the various parcels of land from which the nuisance was abated, pursuant to Section 11-67-66, Code of Alabama (1975), as amended.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Northport, Alabama as follows:

1. That the cost of the abatement of nuisance weeds and legal advertising for the property located at 1503 7th Street, Northport, Alabama, as recorded in Deed Book 748, Page 00338, is hereby fixed at \$237.42.
2. That the amount shall hereinafter be referred to as a "weed lien," and shall be turned over to the county tax collector for collection.
3. That the Northport City Council will hold a public hearing on the 7th day of November 2022 at 5:30 p.m. in the Council Chambers at the Northport City Hall for the property listed herein.
4. This resolution shall become effective immediately upon its passage or otherwise becoming law.

RESOLVED AND DONE THIS 7th DAY OF NOVEMBER, 2022.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: November 7, 2022
Motion By:
Second By:



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 11.c.1.

MEETING DATE: November 7, 2022

SUBJECT: Annexation of approximately 0.91 acres located at 9911 Jones Road, zoned for RS-1

Unfinished Business:
Public Hearing: X

New Business:
First Reading:

Consent Agenda:
Second Reading: X

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Charlotte Davis, requests annexation of approximately 0.91 acres located at 9911 Jones Road. The parcel will be zoned RS-1. The property does meet annexation requirements and is eligible for annexation into the city limits.

Recommendation:

The Northport Planning and Zoning Commission met in a regular meeting on October 11, 2022. The Commission made a favorable recommendation that the request for annexation be granted.

Funding Source/GL Code:

GL Code No. NA Amount: \$

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

I move to grant the request for annexation of approximately 0.91 acres located at 9911 Jones Road, zoned for RS-1, meets annexation requirements, and is eligible for annexation into the city limits.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO.

MEETING DATE: November 7, 2022

SUBJECT: Annexation of approximately 0.91 acres located at 9911 Jones Road, zoned for RS-1

Consent Agenda	Action Agenda	Public Hearing	X
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First Reading	Second Reading	X	Other
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Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Charlotte Davis, requests annexation of approximately 0.91 acres located at 9911 Jones Road. The parcel will be zoned RS-1. The property does meet annexation requirements and is eligible for annexation into the city limits.

Alternatives:

Deny this request.

Recommendation:

The Northport Planning and Zoning Commission met in a regular meeting on October 11, 2022. The Commission made a favorable recommendation that the request for annexation be granted.

Funding Source/GL Code: N/A

City Administrator _____

Motion for Consideration:

I move to grant the request for annexation of approximately 0.91 acres located at 9911 Jones Road, zoned for RS-1, meets annexation requirements, and is eligible for annexation into the city limits.

ORDINANCE NO:

**ORDINANCE ASSENTING TO THE ANNEXATION OF PROPERTY
INTO THE CORPORATE LIMITS OF THE CITY OF NORTHPORT AS A
RESULT OF A PETITION FILED BY ALL THE OWNERS THEREOF WITH AN ORIGINAL
ZONING DESIGNATION OF RS-1**

WHEREAS, all of the owners of the real property hereinafter described did sign and file a written petition with the City Administrator/Clerk, a copy of which is attached hereto, requesting that said property be annexed to the City of Northport; and

WHEREAS, said property is warranted by all of the owners thereof to be contiguous to the corporate limits of the City of Northport, located in Tuscaloosa County, Alabama, and does not lie within the corporate limits of any other municipality as shown by a map attached hereto; and

WHEREAS, said petitioners requested that the City of Northport adopt an ordinance assenting to such annexation and that the corporate limits of the City be extended and rearranged so as to embrace and include such property; and

WHEREAS, the Planning Commission is recommending an original zoning designation of RS-1 (Residential Single Family)

WHEREAS, said petitioners have complied with all applicable requirements of Article XI, Section 1107.02 of the Northport Zoning Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
NORTHPORT, ALABAMA:**

1. Pursuant to the provisions of Section 11-42-20 et sec. of the Code of Alabama, 1975, as amended, the following described property, to wit:

That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcel being more particularly described as attached in Exhibit "A" and the same is hereby annexed into the corporate limits of the City of Northport with an original zoning designation of RS-1 (Residential Single Family), and said property shall be and hereby is, made a part of the City of Northport, upon the date of advertising this Ordinance.

2. In the event that the property described in lies wholly or partially within the police jurisdiction of any other municipality, such property shall be and hereby is annexed to the corporate limits of the City of Northport, and is made a part of the City of Northport, pursuant to the provisions of the Act of August 30, 1973, No. 654, Section 3. 1973 Ala. Acts 654 [Codified at Ala. Code Appx., Section 382 (58) (1973)].

3. The City Attorney shall file a certified copy of this Ordinance in the Office of the Judge of Probate of Tuscaloosa County, Alabama.

4. The City Attorney shall forward a copy of the recorded ordinance to the Tax Assessor for Tuscaloosa County, Alabama.

ORDAINED this the _____ day of _____, 2022.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jeff Hogg, Council President

ATTEST:

Glenda D. Webb,
City Administrator/Clerk

APPROVED this the _____ day of _____, 2022.

Bobby Herndon, Mayor

I hereby certify that the above and foregoing Ordinance was published on _____, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda D. Webb,
City Administrator

1st Reading: October 24, 2022

By: Jamie Dykes

2nd Reading: _____

Motion By: _____

Second By: _____

Publication: _____

Exhibit A

Herein referred to as grantees the following described real estate situated in Tuscaloosa County, Alabama to-wit: One acre of land in the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 21, Township 20, Range 10 West, all being more particularly described as follows; All that one acre of land in the said Southwest Quarter of the Southeast quarter of the Southwest quarter, which lies on the East side of the road known as the cut-off road between the Fayette Highway and the Crabbe Road, said road runs approximately North to South. The land herein conveyed is a square acre, more or led, with the western boundary being bound by the said road and the south boundary being bound by the said south section line. The Southwest corner of the land herein conveyed is formed by the intersection of the road with the said section line, which runs East and West.

Also known as: BEG OF SE1/4 OF SW1/4 S21, T20, R10, TL W 437'(S) WITH S SEC LINE TO POB TH NW 210'(S) TH W 210'(S) TO E LINE OF JONES RD TH SE 210'(S) WITH RD TO S SEC LINE TH E 210'(S) WITH S SEC LINE TO POB

Also known as parcel ID 63 20 05 21 3 001 034.000



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 11.c.2.

MEETING DATE: November 7, 2022

SUBJECT: Annexation of approximately 0.45 acres located at 9725 Jones Road, zoned for RS-1

Unfinished Business:
Public Hearing: X

New Business:
First Reading:

Consent Agenda:
Second Reading: X

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Ernest O'Rourke, requests annexation of approximately 0.45 acres located at 9725 Jones Road. The parcel will be zoned RS-1. The property does meet annexation requirements and is eligible for annexation into the city limits.

Recommendation:

The Northport Planning and Zoning Commission met in a regular meeting on October 11, 2022. The Commission made a favorable recommendation that the request for annexation be granted.

Funding Source/GL Code:

GL Code No. NA Amount: \$

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

I move to grant the request for annexation of approximately 0.45 acres located at 9725 Jones Road, zoned for RS-1, meets annexation requirements, and is eligible for annexation into the city limits.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO.

MEETING DATE: November 7, 2022

SUBJECT: Annexation of approximately 0.45 acres located at 9725 Jones Road, zoned for RS-1

Consent Agenda

Action Agenda

Public Hearing

First Reading

Second Reading

Other

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Ernest O'Rourke, requests annexation of approximately 0.45 acres located at 9725 Jones Road. The parcel will be zoned RS-1. The property does meet annexation requirements and is eligible for annexation into the city limits.

Alternatives:

Deny this request.

Recommendation:

The Northport Planning and Zoning Commission met in a regular meeting on October 11, 2022. The Commission made a favorable recommendation that the request for annexation be granted.

Funding Source/GL Code: N/A

City Administrator _____

Motion for Consideration:

I move to grant the request for annexation of approximately 0.45 acres located at 9725 Jones Road, zoned for RS-1, meets annexation requirements, and is eligible for annexation into the city limits.

ORDINANCE NO:

**ORDINANCE ASSENTING TO THE ANNEXATION OF PROPERTY
INTO THE CORPORATE LIMITS OF THE CITY OF NORTHPORT AS A
RESULT OF A PETITION FILED BY ALL THE OWNERS THEREOF WITH AN ORIGINAL
ZONING DESIGNATION OF RS-1**

WHEREAS, all of the owners of the real property hereinafter described did sign and file a written petition with the City Administrator/Clerk, a copy of which is attached hereto, requesting that said property be annexed to the City of Northport; and

WHEREAS, said property is warranted by all of the owners thereof to be contiguous to the corporate limits of the City of Northport, located in Tuscaloosa County, Alabama, and does not lie within the corporate limits of any other municipality as shown by a map attached hereto; and

WHEREAS, said petitioners requested that the City of Northport adopt an ordinance assenting to such annexation and that the corporate limits of the City be extended and rearranged so as to embrace and include such property; and

WHEREAS, the Planning Commission is recommending an original zoning designation of RS-1 (Residential Single Family)

WHEREAS, said petitioners have complied with all applicable requirements of Article XI, Section 1107.02 of the Northport Zoning Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
NORTHPORT, ALABAMA:**

1. Pursuant to the provisions of Section 11-42-20 et sec. of the Code of Alabama, 1975, as amended, the following described property, to wit:

That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcel being more particularly described as attached in Exhibit "A" and the same is hereby annexed into the corporate limits of the City of Northport with an original zoning designation of RS-1 (Residential Single Family), and said property shall be and hereby is, made a part of the City of Northport, upon the date of advertising this Ordinance.

2. In the event that the property described in lies wholly or partially within the police jurisdiction of any other municipality, such property shall be and hereby is annexed to the corporate limits of the City of Northport, and is made a part of the City of Northport, pursuant to the provisions of the Act of August 30, 1973, No. 654, Section 3. 1973 Ala. Acts 654 [Codified at Ala. Code Appx., Section 382 (58) (1973)].

3. The City Attorney shall file a certified copy of this Ordinance in the Office of the Judge of Probate of Tuscaloosa County, Alabama.

4. The City Attorney shall forward a copy of the recorded ordinance to the Tax Assessor for Tuscaloosa County, Alabama.

ORDAINED this the _____ day of _____, 2022.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jeff Hogg, Council President

ATTEST:

Glenda D. Webb,
City Administrator/Clerk

APPROVED this the _____ day of _____, 2022.

Bobby Herndon, Mayor

I hereby certify that the above and foregoing Ordinance was published on _____, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda D. Webb,
City Administrator

1st Reading:

By:

2nd Reading: _____

Motion By: _____

Second By: _____

Publication: _____

Exhibit A

Begin at the Northwest corner of Lot 15 of the Jessie Colvin Subdivision Number Two, thence in an Easterly direction along the North line of said Lot 15 and Lot 14 a distance of 200 feet, more or less, to the Northeast corner of said Lot 14; thence Northerly and perpendicular to said North line of lots 14 and 15 for a distance of 100 feet to a point; thence Westerly parallel with said North line of Lots 14 and 15 for a distance of 200 feet, more or less, to a point on the East right-of-way of Jones Road; thence in a Southerly direction along said right-of-way for a distance of 100 feet, more or less, and to the Point of Beginning.

Said parcel containing 0.45 acres, more or less, in the NE1/4 of NW1/4 of Section 28, Township 20 South, Range 10 West, Tuscaloosa County, Alabama, and being a part of the parcel of land containing 5.53 acres, more or less conveyed to V.I. Prewitt and Ruth Elizabeth Prewitt by Jesse Colvin and Velma Colvin by deed dated December 7, 1965, recorded in Deed Book 533, Page 541, Probate Office of Tuscaloosa County, Alabama.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO.

MEETING DATE: November 7, 2022

SUBJECT: Annexation of approximately 0.45 acres located at 9725 Jones Road, zoned for RS-1

Consent Agenda

Action Agenda

Public Hearing X

First Reading

Second Reading X

Other

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Ernest O'Rourke, requests annexation of approximately 0.45 acres located at 9725 Jones Road. The parcel will be zoned RS-1. The property does meet annexation requirements and is eligible for annexation into the city limits.

Alternatives:

Deny this request.

Recommendation:

The Northport Planning and Zoning Commission met in a regular meeting on October 11, 2022. The Commission made a favorable recommendation that the request for annexation be granted.

Funding Source/GL Code: N/A

City Administrator _____

Motion for Consideration:

I move to grant the request for annexation of approximately 0.45 acres located at 9725 Jones Road, zoned for RS-1, meets annexation requirements, and is eligible for annexation into the city limits.

ORDINANCE NO:

**ORDINANCE ASSENTING TO THE ANNEXATION OF PROPERTY
INTO THE CORPORATE LIMITS OF THE CITY OF NORTHPORT AS A
RESULT OF A PETITION FILED BY ALL THE OWNERS THEREOF WITH AN ORIGINAL
ZONING DESIGNATION OF RS-1**

WHEREAS, all of the owners of the real property hereinafter described did sign and file a written petition with the City Administrator/Clerk, a copy of which is attached hereto, requesting that said property be annexed to the City of Northport; and

WHEREAS, said property is warranted by all of the owners thereof to be contiguous to the corporate limits of the City of Northport, located in Tuscaloosa County, Alabama, and does not lie within the corporate limits of any other municipality as shown by a map attached hereto; and

WHEREAS, said petitioners requested that the City of Northport adopt an ordinance assenting to such annexation and that the corporate limits of the City be extended and rearranged so as to embrace and include such property; and

WHEREAS, the Planning Commission is recommending an original zoning designation of RS-1 (Residential Single Family)

WHEREAS, said petitioners have complied with all applicable requirements of Article XI, Section 1107.02 of the Northport Zoning Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
NORTHPORT, ALABAMA:**

1. Pursuant to the provisions of Section 11-42-20 et sec. of the Code of Alabama, 1975, as amended, the following described property, to wit:

That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcel being more particularly described as attached in Exhibit "A" and the same is hereby annexed into the corporate limits of the City of Northport with an original zoning designation of RS-1 (Residential Single Family), and said property shall be and hereby is, made a part of the City of Northport, upon the date of advertising this Ordinance.

2. In the event that the property described in lies wholly or partially within the police jurisdiction of any other municipality, such property shall be and hereby is annexed to the corporate limits of the City of Northport, and is made a part of the City of Northport, pursuant to the provisions of the Act of August 30, 1973, No. 654, Section 3. 1973 Ala. Acts 654 [Codified at Ala. Code Appx., Section 382 (58) (1973)].

3. The City Attorney shall file a certified copy of this Ordinance in the Office of the Judge of Probate of Tuscaloosa County, Alabama.

4. The City Attorney shall forward a copy of the recorded ordinance to the Tax Assessor for Tuscaloosa County, Alabama.

ORDAINED this the _____ day of _____, 2022.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jeff Hogg, Council President

ATTEST:

Glenda D. Webb,
City Administrator/Clerk

APPROVED this the _____ day of _____, 2022.

Bobby Herndon, Mayor

I hereby certify that the above and foregoing Ordinance was published on _____, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda D. Webb,
City Administrator

1st Reading:

By:

2nd Reading: _____

Motion By: _____

Second By: _____

Publication: _____

Exhibit A

Begin at the Northwest corner of Lot 15 of the Jessie Colvin Subdivision Number Two, thence in an Easterly direction along the North line of said Lot 15 and Lot 14 a distance of 200 feet, more or less, to the Northeast corner of said Lot 14; thence Northerly and perpendicular to said North line of lots 14 and 15 for a distance of 100 feet to a point; thence Westerly parallel with said North line of Lots 14 and 15 for a distance of 200 feet, more or less, to a point on the East right-of-way of Jones Road; thence in a Southerly direction along said right-of-way for a distance of 100 feet, more or less, and to the Point of Beginning.

Said parcel containing 0.45 acres, more or less, in the NE1/4 of NW1/4 of Section 28, Township 20 South, Range 10 West, Tuscaloosa County, Alabama, and being a part of the parcel of land containing 5.53 acres, more or less conveyed to V.I. Prewitt and Ruth Elizabeth Prewitt by Jesse Colvin and Velma Colvin by deed dated December 7, 1965, recorded in Deed Book 533, Page 541, Probate Office of Tuscaloosa County, Alabama.



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 11.c.3.

MEETING DATE: November 7, 2022

SUBJECT: Amendment to the Zoning Ordinance regarding flood regulations

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The City of Northport proposes to amend sections of the Zoning Ordinance pertaining to flood regulations, deferring to the requirements of the flood damage prevention ordinance and FEMA regulations. The Sections being amended are 412.03 through 412.07, 1003.01 and 1003.06.

Recommendation:

The Northport Planning and Zoning Commission met on October 11, 2022, and approved the Amendment to the Zoning Ordinance regarding flood regulations.

Funding Source/GL Code:

GL Code No. NA Amount: \$

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

I move to adopt the Ordinance amending the Zoning Ordinance regarding flood regulations found in Sections 412.03 through 412.07, 1003.01, and 1003.06.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO:

MEETING DATE: November 7, 2022

SUBJECT: Amendment to the Zoning Ordinance regarding flood regulations

Consent Agenda

Action Agenda

Public Hearing X

First Reading

Second Reading X

Other

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary: The City of Northport proposes to amend sections of the Zoning Ordinance pertaining to flood regulations, deferring to the requirements of the flood damage prevention ordinance and FEMA regulations. The Sections being amended are 412.03 through 412.07, 1003.01 and 1003.06.

Alternatives: Deny this request.

Recommendation: The Northport Planning and Zoning Commission met on October 11, 2022 and approved the Amendment to the Zoning Ordinance regarding flood regulations.

Funding Source/GL Code: N/A
City Administrator _____

Motion for Consideration: I move the adoption of the Ordinance amending the Zoning Ordinance regarding to flood regulations found in Section 412.03 through 412.07, 1003.01, and 1003.06.

ORDINANCE NO. _____

**ORDINANCE AMENDING THE NORTHPORT ZONING
ORDINANCE OF THE CITY OF NORTHPORT, ALABAMA**

BE IT ORDAINED by the City Council of the City of Northport, Alabama:

Pursuant to Section 11-52-78 of the Code of Alabama, 1975, as amended, that the Northport Flood Regulations is hereby amended in the following manner:

WHEREAS, the City of Northport recognizes the need from time to time to make adjustments to the City's flood regulations; and

WHEREAS, the City of Northport also recognizes that such amendments serve to clarify, improve and update the standards under which flood regulations for the City are administered;

NOW, THEREFORE, BE IT ORDINANED by the City Council for the City of Northport, Alabama, that the, "Northport Flood Regulations" as it appears in the attached document shown as "Exhibit A" is hereby amended.

See "Exhibit A" attached

These amendments to the Northport Zoning Ordinance, shall become effective immediately upon its passage and advertisement as required by law.

ADOPTED this the _____ day of _____, 2022.

CITY COUNCIL OF THE
CITY OF NORTHPORT

COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Council President

ATTEST:

Glenda D. Webb, City Administrator

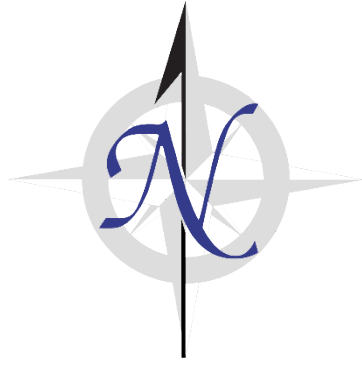
APPROVED this the _____ day of _____, 2022.

Bobby Herndon, Mayor

I hereby certify that the above and foregoing Ordinance was published_____,
in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda D. Webb, City Administrator

1st Reading: October 24, 2022
Motion: Woodrow Washington
2nd Reading: _____
Motion By: _____
Second By: _____
Publication: _____



City of Northport

Exhibit A

Amendment to Zoning Ordinance

The City of Northport proposes to amend sections of the Zoning Ordinance pertaining to flood regulations, deferring to the requirements of the flood damage prevention ordinance and FEMA regulations. The following sections of the zoning ordinance would be amended:

Section 412.03

412.03. Permitted uses. ~~The following uses are permitted within the floodway fringe as a matter of right:~~

- ~~A. All uses that are permitted in designated open spaces.~~
- ~~B. All uses that are classified as agriculture, nurseries, and outdoor recreation.~~
- ~~C. Piers, bridges and bridge approaches, picnic shelters, and stormwater detention facilities, so long as the building permit application shows that a licensed engineer has certified that such structures are designed to withstand the forces exerted by the 100-year flood event at that location.~~

412.04. Building Elevation. ~~All other buildings or any residential, institutional, office, commercial and entertainment, commercial recreation, recreational rental dwelling, or nursery uses (other than those specifically named in this Section) may be permitted as conditional uses pursuant to Section 1003, provided that all habitable floor area shall be raised so that no floor, or its structural supports, or any utility line has less than one (1) foot of clearance between its lowest point and the 100-year flood elevation. Any reduction of cross-sectional area due to vertical supporting members shall be offset by compensatory storage. Vehicular access to such structures shall be at or higher than the 100-year base flood elevation (BFE).~~

***Exceptions to 412.04** above may be as follows subject to the approval of the City Engineer:*

- ~~A. A non-residential building may have its finished floor elevation below the BFE as long as it fully complies with FEMA requirements.~~
- ~~B. A non-residential building may have parking or parking access below BFE as long as it fully complies with FEMA requirements.~~

***Note:** Evidence of full compliance with FEMA requirements must be provided at time of submission.*

412.05. Installation of fill materials. Fill may be placed within the floodway fringe only when allowed as a conditional use pursuant to Section 1003. An application for such

conditional use shall be accompanied by detailed fill plans, showing existing and proposed conditions. If a structure is to be placed on the fill, the plans shall show the structure as well. In considering the application, the Planning Commission shall determine whether the proposed fill meets the general standards set forth in Section 1003, and the following additional standards:

- A. The cross-sectional area of a riverine floodplain shall not be reduced by more than two and one-half (2 ½) percent on either side of the centerline of the watercourse; an inland depressional floodplain may have its location and contours altered through cut and fill over 30 percent of its surface area.
- B. Compensatory storage shall be provided to offset the storage lost through the filling.
- C. All changes in velocity, depth of flood elevation, or storage shall be limited to the property owners who have been granted flood or flow easements, provided that in no event shall an increase in flood elevation be permitted if it would affect any existing building or bring any building to within one (1) foot of the flood elevation.
- D. In no instance shall the depth of fill in a riverine floodplain exceed five (5) feet, nor shall any fill be placed within 50 feet of the top of the stream bank or in a location which might be endangered by or accelerate a meander. In an inland depressional floodplain the depth of fill measured from the natural grade to the new surface shall not exceed five (5) feet.
- E. Fill shall consist of soil or rock materials only; sanitary landfills shall not be permitted in the floodplain. Further, all fill areas shall be stabilized with material that will insure and protect against erosion hazards, undercutting, and undermining.

412.06. Filling in Floodway. *See Section 1003.*

412.07. Structural anchoring. Any structure placed in the floodplain shall be anchored firmly to prevent floodwaters from carrying it downstream. Such anchoring shall be sufficient to withstand a flood velocity of six (6) feet per second. The Planning Commission shall require the applicant to submit the written opinion of a registered professional engineer that the proposed structural design meets this standard.

Section 1003.01. Applicability. Any use designated as a conditional use by Table 4-1 of this Ordinance shall comply with this Section. **In addition, any performance residential use shall be approved only as a conditional use.**

In addition, the following shall be approved only as conditional uses:

- A. Any use that involves filling of a floodplain.
- B. Any performance residential use.

1003.06. Filling of Floodplain. ~~The filling of areas within the 100-year floodplain shall be approved only where plans and specifications have been submitted that meet all requirements of Section 412 and where the following conditions exist which necessitate the filling of the floodplain:~~

- ~~A. The property would otherwise be able to accommodate at least one residential dwelling with a lot meeting all requirements of Articles IV and VI but cannot, because of the floodplain, accommodate even one single-family unit; or,~~
- ~~B. That the location and/or configuration of the buildable land are such that the intensity of the permitted land use cannot be realized without filling in the floodplain~~

Any action on this item would be a recommendation to the City Council.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO:

MEETING DATE: November 7, 2022

SUBJECT: Amendment to the Zoning Ordinance regarding flood regulations

Consent Agenda

Action Agenda

Public Hearing X

First Reading

Second Reading X

Other

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary: The City of Northport proposes to amend sections of the Zoning Ordinance pertaining to flood regulations, deferring to the requirements of the flood damage prevention ordinance and FEMA regulations. The Sections being amended are 412.03 through 412.07, 1003.01 and 1003.06.

Alternatives: Deny this request.

Recommendation: The Northport Planning and Zoning Commission met on October 11, 2022, and approved the Amendment to the Zoning Ordinance regarding flood regulations.

Funding Source/GL Code: N/A

City Administrator _____

Motion for Consideration: I move the adoption of the Ordinance amending the Zoning Ordinance regarding to flood regulations found in Section 412.03 through 412.07, 1003.01, and 1003.06.

ORDINANCE NO. _____

**ORDINANCE AMENDING THE NORTHPORT ZONING
ORDINANCE OF THE CITY OF NORTHPORT, ALABAMA**

BE IT ORDAINED by the City Council of the City of Northport, Alabama:

Pursuant to Section 11-52-78 of the Code of Alabama, 1975, as amended, that the Northport Flood Regulations is hereby amended in the following manner:

WHEREAS, the City of Northport recognizes the need from time to time to make adjustments to the City's flood regulations; and

WHEREAS, the City of Northport also recognizes that such amendments serve to clarify, improve and update the standards under which flood regulations for the City are administered;

NOW, THEREFORE, BE IT ORDINANED by the City Council for the City of Northport, Alabama, that the, "Northport Flood Regulations" as it appears in the attached document shown as "Exhibit A" is hereby amended.

See "Exhibit A" attached

These amendments to the Northport Zoning Ordinance, shall become effective immediately upon its passage and advertisement as required by law.

ADOPTED this the _____ day of _____, 2022.

CITY COUNCIL OF THE
CITY OF NORTHPORT

COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Council President

ATTEST:

Glenda D. Webb, City Administrator

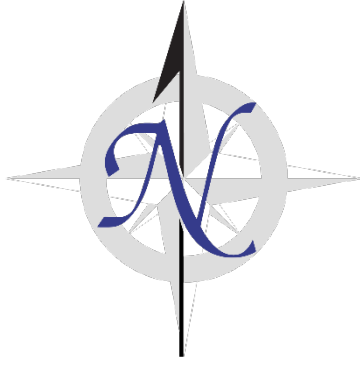
APPROVED this the _____ day of _____, 2022.

Bobby Herndon, Mayor

I hereby certify that the above and foregoing Ordinance was published_____,
in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda D. Webb, City Administrator

1st Reading: October 24, 2022
Motion: Woodrow Washington
2nd Reading: _____
Motion By: _____
Second By: _____
Publication: _____



City of Northport

Exhibit A

Amendment to Zoning Ordinance

The City of Northport proposes to amend sections of the Zoning Ordinance pertaining to flood regulations, deferring to the requirements of the flood damage prevention ordinance and FEMA regulations. The following sections of the zoning ordinance would be amended:

Section 412.03

412.03. Permitted uses. ~~The following uses are permitted within the floodway fringe as a matter of right:~~

- ~~A. All uses that are permitted in designated open spaces.~~
- ~~B. All uses that are classified as agriculture, nurseries, and outdoor recreation.~~
- ~~C. Piers, bridges and bridge approaches, picnic shelters, and stormwater detention facilities, so long as the building permit application shows that a licensed engineer has certified that such structures are designed to withstand the forces exerted by the 100-year flood event at that location.~~

412.04. Building Elevation. ~~All other buildings or any residential, institutional, office, commercial and entertainment, commercial recreation, recreational rental dwelling, or nursery uses (other than those specifically named in this Section) may be permitted as conditional uses pursuant to Section 1003, provided that all habitable floor area shall be raised so that no floor, or its structural supports, or any utility line has less than one (1) foot of clearance between its lowest point and the 100-year flood elevation. Any reduction of cross-sectional area due to vertical supporting members shall be offset by compensatory storage. Vehicular access to such structures shall be at or higher than the 100-year base flood elevation (BFE).~~

***Exceptions to 412.04** above may be as follows subject to the approval of the City Engineer:*

- ~~A. A non-residential building may have its finished floor elevation below the BFE as long as it fully complies with FEMA requirements.~~
- ~~B. A non-residential building may have parking or parking access below BFE as long as it fully complies with FEMA requirements.~~

***Note:** Evidence of full compliance with FEMA requirements must be provided at time of submission.*

412.05. Installation of fill materials. Fill may be placed within the floodway fringe only when allowed as a conditional use pursuant to Section 1003. An application for such

conditional use shall be accompanied by detailed fill plans, showing existing and proposed conditions. If a structure is to be placed on the fill, the plans shall show the structure as well. In considering the application, the Planning Commission shall determine whether the proposed fill meets the general standards set forth in Section 1003, and the following additional standards:

- A. The cross-sectional area of a riverine floodplain shall not be reduced by more than two and one-half (2 ½) percent on either side of the centerline of the watercourse; an inland depressional floodplain may have its location and contours altered through cut and fill over 30 percent of its surface area.
- B. Compensatory storage shall be provided to offset the storage lost through the filling.
- C. All changes in velocity, depth of flood elevation, or storage shall be limited to the property owners who have been granted flood or flow easements, provided that in no event shall an increase in flood elevation be permitted if it would affect any existing building or bring any building to within one (1) foot of the flood elevation.
- D. In no instance shall the depth of fill in a riverine floodplain exceed five (5) feet, nor shall any fill be placed within 50 feet of the top of the stream bank or in a location which might be endangered by or accelerate a meander. In an inland depressional floodplain the depth of fill measured from the natural grade to the new surface shall not exceed five (5) feet.
- E. Fill shall consist of soil or rock materials only; sanitary landfills shall not be permitted in the floodplain. Further, all fill areas shall be stabilized with material that will insure and protect against erosion hazards, undercutting, and undermining.

412.06. Filling in Floodway. *See Section 1003.*

412.07. Structural anchoring. Any structure placed in the floodplain shall be anchored firmly to prevent floodwaters from carrying it downstream. Such anchoring shall be sufficient to withstand a flood velocity of six (6) feet per second. The Planning Commission shall require the applicant to submit the written opinion of a registered professional engineer that the proposed structural design meets this standard.

Section 1003.01. Applicability. Any use designated as a conditional use by Table 4-1 of this Ordinance shall comply with this Section. **In addition, any performance residential use shall be approved only as a conditional use.**

In addition, the following shall be approved only as conditional uses:

- A. Any use that involves filling of a floodplain.
- B. Any performance residential use.

1003.06. Filling of Floodplain. ~~The filling of areas within the 100-year floodplain shall be approved only where plans and specifications have been submitted that meet all requirements of Section 412 and where the following conditions exist which necessitate the filling of the floodplain:~~

- ~~A. The property would otherwise be able to accommodate at least one residential dwelling with a lot meeting all requirements of Articles IV and VI but cannot, because of the floodplain, accommodate even one single family unit; or,~~
- ~~B. That the location and/or configuration of the buildable land are such that the intensity of the permitted land use cannot be realized without filling in the floodplain~~

Any action on this item would be a recommendation to the City Council.



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 11.c.4.

MEETING DATE: November 7, 2022

SUBJECT: Ordinance Ordering Demolition of an Unsafe Structure located at 908 15th Avenue

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 908 15th Avenue is unsafe and dangerous to public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

Recommendation:

That this structure be demolished.

Funding Source/GL Code:

GL Code No. 01-45-000-54101 Amount: \$

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

I approve this ordinance ordering demolition of an unsafe structure located at 908 15th Avenue.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO.

MEETING DATE: November 7, 2022

SUBJECT: Ordinance Ordering Demolition of an Unsafe Structure located at 908 15th Avenue

Consent Agenda

Action Agenda

Public Hearing X

First Reading

Second Reading X

Other

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary: The Chief Building Official has found that the structure located at 908 15th Avenue is unsafe and dangerous to the public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410

Alternatives:

Council may deny or approve this condemnation request

Recommendation:

That this structure be demolished

Funding Source/GL Code: GL Code No.: 01-45-000-54101 **Amount:** \$ _____

Finance Director Approval: _____ **City Administrator Approval:** _____

Motion for Consideration:

I approve this ordinance ordering demolition of an unsafe structure located at 908 15th Avenue.













PROCEDURE FOR DEMOLITION OF UNSAFE STRUCTURES
(Alabama Code §11-53B-1, et seq.)

1. The Mayor must designate someone to be in charge of these procedures (Building Inspector).
- **9/8/2022** 2. Building Inspector must find that any building, structure, part of building or structure, party wall or foundation is unsafe to the extent that it is a public nuisance. Photos and an inspection report should be made. The report should provide a list of all unsafe conditions and building code violations that are required to be corrected.
- **9/8/2022** 3. Building Inspector should order title work to determine the names of all parties owning an interest in the property and all mortgage holders of record. This title work should be of the same quality as is typically used in a financed real estate transaction and shall include a UCC search for trailers. In the case of a manufactured home, mobile home, or trailer, Building Inspector shall obtain the vehicle identification number, if any, and inquire with the Department of Motor Vehicles for liens.
4. NOTICE. – **Form A**
 - **9/19/2022** a. The notice should be sent by regular mail and by certified mail, return receipt requested, to all persons with an interest in the property according to the title work and to the person(s) at the property address. This would include the person last assessing the property for state taxes as well as any other known owners, mortgagees, or lienors. The notice should be sent to the owner by regular and certified mail to the address on the property tax assessment and to the owner at the property address.

A record should be kept the details of steps taken to obtain the names and addresses of persons who own an interest in the property.
 - **9/21/2022** b. In addition, a copy of the notice should be published in a newspaper of general circulation once at least 45 days before the Council meeting is held where the demolition ordinance is up for a first reading. **Form B**
 - **9/19/2022** c. Finally, Building Inspector should post within 3 feet of the entrance to the structure a copy of the notice. **Form C** (Including a copy of the letter to the owner.)

5. CONTENTS OF NOTICE: The notice shall set forth in detail the basis for the notice and should direct the owner to take either of the following actions:

- a. In the case where repairs are required, to make the specified repairs within 45 days of the notice or if this cannot be accomplished, provide Building Inspector with a work plan to accomplish the repairs, which shall be submitted within 45 days of the notice and subject to the City's approval.
- b. In the case where demolition is required, demolish the structure within 45 days of the notice.
- c. The notice shall also state if the owner does not comply, the repairs or demolition shall be made by the City and the cost assessed against the property.

6. HEARING BEFORE CITY COUNCIL.

☐ 11/7/2022

a. Owner Requests Hearing: Within 30 days of the notice, any person having an interest in the structure may file a written request for a hearing before the City Council. The filing of this request shall hold any action by Building Inspector until a determination is made by the City Council. This hearing shall be not less than 5 days and not more than 30 days after the request.

☐ _____

b. Owner Does Not Request Hearing: If the owner does not file a written request for a hearing before the Council, the Council votes on whether or not to demolish the structure by ordinance (two readings). This can only be done after the expiration of 30 days from the date of the notice. **Form D**

☐ _____

7. NO APPEAL/DEMOLITION. If the Council votes to demolish a structure (majority vote), the Building Inspector must wait more than 10 days to demolish a structure during which time the job will be bid out. The City may sell salvage materials from this demolition and apply this credit to the assessment.

8. APPEAL. The owner may file an appeal to the Circuit Court (non-jury) within 10 days of the Council's decision to demolish the structure (i.e., adoption of ordinance).

9. FIXING ASSESSMENT.

☐ _____

a. After the structure is demolished, Building Inspector reports the cost to the Council and the Council adopts a temporary

resolution fixing the net assessment (net assessment equals demolition cost plus all costs of legal ads minus credits for sale of salvage materials). **Form E**

- ☐ ☐ b. The Building Inspector shall give notice of the meeting at which the fixing of the cost is to be considered by first class mail to all entities having an interest in the property.

- ☐ 10. NOTICE OF ASSESSMENT. Once a resolution establishing the final assessment is passed, the City Administrator shall file a certified copy of the resolution at the Probate Office.

11. FORECLOSURE.

- ☐ a. If the property owner fails to pay the assessment lien within 30 days, the City attorney shall proceed to sell the property to the highest bidder for cash, but in no event less than the amount of the lien plus interest through the day of the default.

- ☐ b. Prior to sale, notice shall be given by publication once a week for three consecutive weeks in a newspaper of general circulation, setting forth the date and time of the sale and the purpose for which same is made, together with a description of the property to be sold.

12. The cost of any notice of sale shall constitute a charge against the property and shall be retained out of the proceeds of the sale. Any surplus arising from the sale shall be paid to the City to be kept in a separate fund for the owner. The City may purchase the property at its sale.

13. REDEMPTION. Any person authorized to redeem property sold for taxes by the State, can redeem the property within 2 years from the date of the sale. In accordance with Alabama Code §11-53-10.

- ☐ 14. EMERGENCY ACTION. The City may by ordinance authorize Building Inspector to initiate immediate repair demolition of a structure when in the opinion of Building Inspector such emergency action is required due to the immediate danger of the structure.

FORM A

September 19, 2022

**Thornton Green Chandler, Sr. etux
9322 Tracelawn Court
Humble, TX 77396**

**RE: NOTICE OF UNSAFE STRUCTURE AT – 908 15th Avenue
TAX PARCEL I.D. # 63-31-05-15-2-025-002.000**

To Whom It May Concern:

This letter is to notify you pursuant to Article II (Demolition of Unsafe Buildings) of the Northport City Code that I have inspected the structure(s) located on the above-referenced property and determined that said structure(s) is unsafe, dangerous, offensive or injurious to the public health, comfort and welfare to the extent it is a public nuisance. I have enclosed with this letter a photograph of the subject structure(s).

You have forty-five (45) days from your receipt of this notice to either remedy all unsafe conditions as more particularly described on the attached list or to demolish and remove said structure and all associated debris. If the repairs cannot be made in that time period, you must submit a work plan within forty-five (45) days, which shall be subject to the City's approval. If at the end of such forty-five (45) day period an unsafe structure, or portion thereof, remains on the subject property, I will recommend to the City Council at its next regularly scheduled meeting that said structure(s) be demolished by the City and a lien in the form of a special assessment be placed against the parcel upon which said structure(s) is presently located.

If the City is forced to demolish the subject structure(s) and a special assessment is placed against the parcel upon which it is located, the special assessment must be paid within thirty (30) days of its being approved by the City Council in accordance with Alabama Code, Section 11-53B-7. If it is not paid, the City will consider proceeding to collect the assessment as provided in Section 11-53B-8, Code of Alabama (1975), as amended, which may include the sale of said parcel at public auction.

Thornton Greene Chandler, Sr., etux

September 19, 2022

Page Two

Please contact me at 339-7000 if you have any questions.

Sincerely,

Tyler Mitchell
Chief Building Inspector

Enclosures: (Photograph and Inspection Report)

cc: City Administrator
City Attorney

FORM B

NOTICE OF MEETING OF NORTHPORT CITY COUNCIL

TO DECLARE CERTAIN STRUCTURES UNSAFE, ETC.

PURSUANT to Article II (Demolition of Unsafe Buildings) of the Northport City Code, the Building Inspector for the City of Northport has found that the structure(s), building(s), party wall(s) and/or foundation(s), or parts thereof, located at **908 15th Avenue** in the City of Northport, which real property was last assessed for state taxes by **Thornton Greene Chandler, Sr., etux**, is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare to the extent that it is a public nuisance.

All persons, firms, associations and corporations owning an interest in said real property are hereby called upon to do the following with respect to said structure(s), building(s), party wall(s) and/or foundation(s): (1) remedy the unsafe or dangerous condition of such building(s) or structure(s); (2) demolish the same within a reasonable time but no later than 45 days from the date of this notice; or (3) suffer such building(s) or structure(s) to be demolished by the City with the cost thereof plus the cost of all legal notices to be assessed against the property.

On the **7th** day of **November, 2022**, the Northport City Council will hold a public meeting at City Hall, 3500 McFarland Blvd., Northport, Alabama 35476, to determine whether or not such building(s) or structure(s) is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare to the extent it is a public nuisance. All parties who wish to object to the Building Inspector's findings may do so by filing a written objection with the City Administrator, P.O. Box 569, Northport, Alabama 35476 and/or by attending said hearing in person. All parties who wish to object to the Building Inspector's findings at said hearing in person must request the same in writing at least five (5) calendar days prior to said hearing.

Tyler Mitchell, Chief Building Inspector

FORM C

[MUST BE POSTED WITHIN 3 DAYS OF MAILING NOTICE]

CITY OF NORTHPORT

OWNER: Thornton Green Chandler, Sr., etux

MAILING ADDRESS: 9322 Tracelawn Court Humble, TX 77396

LOCATION OF STRUCTURE: 908 15th Avenue Northport, AL 35476

NOTICE

DO NOT REMOVE

This is to notify you that an examination was made at the above designated building or structure, and it was found to be unfit for human habitation. Specifically, the defects will be noted on Exhibit "A" in letter to owner.

Notice is hereby given that the building or structure is declared to be unfit for human habitation and declared to be a nuisance under the authority of the Alabama Code Section 11-53B-1, et seq.

Unless the defects noted in Exhibit "A" are correct within forty-five (45) days from the date of this notice, said building or structure will be repaired or demolished, and the costs of doing so will be assessed against the property.

If you wish to contest any of the above findings, you may do so by filing a written request for a hearing before the City Council. Such request must be filed no later than thirty (30) days from the date of this Notice.

This 19th day of September 2022.

BUILDING OFFICIAL

ORDINANCE NO. _____

ORDINANCE ORDERING DEMOLITION OF UNSAFE STRUCTURES

WHEREAS, pursuant to Article II (Demolition of Unsafe Buildings) of the Northport City Code and Sections 11-53B-1, et seq., Code of Alabama (1975), as amended, the appropriate City official of the City of Northport has found that the following building, structure, or part thereof, or party wall or foundation, in the City of Northport, is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance:

(DESCRIBE STRUCTURE; GIVE STREET ADDRESS)

WHEREAS, all appropriate notifications and time periods have been complied with by the appropriate City official for the City of Northport; and

WHEREAS, on the _____ day of _____, 2022, a public hearing was held by the Northport City Council, at which time the Chief of Building Inspections for the City of Northport appeared and set forth reasons for his findings.

NOW, THEREFORE, BE IT ORDAINED by the City Council for the City of Northport, Alabama, as follows:

1. That the Northport City Council finds that the following building, structure, or part thereof, or party wall or foundation, in the City of Northport, to-wit: 908 15th Avenue is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance.
2. That the aforementioned building, structure, or part thereof, or party wall or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Sections 11-53B-1, et seq., Code of Alabama (1975), as amended.
3. The provisions of this Ordinance are separable. If any part or parts of this Ordinance are declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining part or parts thereof shall continue in full force and effect.
4. This Ordinance expressly does not repeal any other provisions of the Code of Ordinances of the City of Northport, Alabama.
5. This Ordinance shall become effective immediately upon its passage or otherwise becoming law.

ORDAINED AND DONE this _____ day of _____, 2022.

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this the _____ day of _____, 2022

Bobby Herndon, Mayor

I hereby certify that the above and foregoing Ordinance was published on _____, 2022, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda Webb
City Administrator-Clerk

1st Reading: October 24, 2022

By: Woodrow Washington

2nd Reading:

Motion By:

Second By:

Publication:

FORM E

RESOLUTION NO. _____

RESOLUTION FIXING THE COST OF DEMOLITION OF STRUCTURES AND AUTHORIZING THE FILING OF A LIEN

WHEREAS, the person(s) last assessing the real property located at 908 15th Avenue Northport, AL for state taxes is Thornton Greene Chandler, Sr., etux, the deed to said real property being recorded in Deed Book ____, at Page ____; and,

WHEREAS, the structures located on said property in the City of Northport have been demolished by the City of Northport pursuant to Article II (Demolition of Unsafe Buildings) of the Northport City Code and Sections 11-53B-1, et seq., Code of Alabama (1975), as amended; and,

WHEREAS, the Building Inspector for the City of Northport has reported to the City Council that the cost of said demolition is \$_____ and the cost of all legal advertising related thereto is \$_____; and,

WHEREAS, the Alabama Code states that the cost of demolition and legal advertising shall constitute a special assessment against the lot upon which the structure was located and shall constitute a lien superior to all other liens except as provided by Sections 11-53B-5, Code of Alabama (1975), as amended.

NOW, THEREFORE, be it resolved by the City Council for the City of Northport, Alabama, as follows:

1. That the cost of all legal advertising and for the demolition of the structure(s) located at 908 15th Avenue, and the person(s) last assessing said property for state taxes being Thornton Greene Chandler, Sr., etux, as recorded at Deed Book ____, at Page ____, be, and it is hereby, fixed at \$_____.

2. That this Resolution shall be published in accordance with the Alabama Code and the City Administrator/Clerk is authorized to file a certified copy of this Resolution in the office of the Probate Judge of Tuscaloosa County and the same shall constitute a lien in the amount of \$_____ against the property at Deed Book _____, at Page _____.

RESOLVED AND DONE this _____ day of _____, 2022__.

CITY COUNCIL OF THE CITY OF
NORTHPORT

By: _____
Jeff Hogg
Its President

ATTEST:

Glenda Webb
Its City Administrator-Clerk

1st Reading: November 7, 2022

By: _____

2nd Reading: _____

Motion By: _____

Second By: _____

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **908 15th Avenue**
OWNER: **Thornton Green Chandler, Sr. Etux**

PROPERTY MAINTANANCE CODE

Main Dwelling X	301
Accessory Structure	302.7
Foundations:	304.1.1/304.5
X Foundation Wall Damaged	
Foundation Piers Damaged	
Footings Damaged	
Sill Plates	304.1.1(7)
X Foundation Sill Rotted	
Floor Joist	304.1.1(9)
X Floor Joist Sagging	
X Floor Joist Rotted	
Exterior Wall	304.1.1(10)/304.6
X Weather Boarding Rotted	
X Bearing Wall Sagging	
X Bearing Wall Rotted	
Interior Floors Ceiling	305/305.1.1/305.3
X Flooring Rotted/Cracks/Holes	
X Ceiling Rotted/Cracks/Holes	
Roof	304.1.1(8)
X Rafters Sagging	
Rafters Rotted	
X Roof Decking Rotted	
X Eaves Rotted	
Windows	304.13.1
X Windows Rotted	
X Glazing Broken in Windows	
Stairs	304.1.1(12)/304.10
X Stairway Component Structurally Unsound	
Electrical Wiring	604/605
X Wiring system unsafe	
Sanitation Requirements	308.1/501/505/506
No Potable Water	
X Rubbish under/around Building	
X Improper Plumbing Fixtures	



**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 11.c.5.

MEETING DATE: November 7, 2022

SUBJECT: Permanent Resolution - Renaming a portion of 28th Street, located between Lurleen B Wallace Boulevard and 20th Avenue, to Benevolent Way.

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

This is a request from Bobby Herndon for approval to rename the approximately 270 ft portion of 28th Street, located between Lurleen B Wallace Boulevard and 20th Avenue, to Benevolent Way.

Recommendation:

The Public Safety Committee met on September 19, 2022, in a regular meeting after which they voted to give a favorable recommendation to the City Council to renaming the street portion of 28th Street, located between Lurleen B Wallace Boulevard and 20th Avenue to Benevolent Way.

Funding Source/GL Code:

GL Code No. NA Amount: \$

Finance Director Approval: _____ City Administrator Approval: _____

Motion for Consideration:

I move to approve the request for the rename portion of 28th Street, located between Lurleen B Wallace Boulevard and 20th Avenue, to Benevolent Way.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO.

MEETING DATE: November 7, 2022

SUBJECT: Permanent Resolution – Renaming 28th Street to Benevolent Way

Consent Agenda

Action Agenda

Public Hearing X

First Reading

Second Reading X

Other

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary: This is a request from Bobby Herndon for approval to rename approximately 270 ft portion of 28th Street, located between Lurleen B Wallace Boulevard and 20th Avenue, to Benevolent Way.

Alternatives:

Deny this request

Recommendation:

The Public Safety Committee met on September 19, 2022, in a regular meeting after which they voted to give a favorable recommendation to the City Council to the street renaming of approximately 270 ft. portion of 28th Street, located between Lurleen B Wallace Boulevard and 20th Avenue to Benevolent Way.

Funding Source/GL Code: NA

Finance Director Approval: _____ **City Administrator Approval:** _____

Motion for Consideration:

I move to approve the request for the rename of approximately 270 ft portion of 28th Street, located between Lurleen B Wallace Boulevard and 20th Avenue, to Benevolent Way.

RESOLUTION

A PERMANENT RESOLUTION RENAMING 28th STREET TO BENEVOLENT WAY

WHEREAS, Bobby Herndon has requested to change the name of approximately 270 ft. portion of the street designated as 28th Street to Benevolent Way; and

WHEREAS, a petition in support of the street name change signed by property owners and residents of that portion of 28th Street has been submitted to the City; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Northport, that the permanent resolution renaming 28th Street to Benevolent Way is hereby approved.

ADOPTED this the _____ day of _____, 2022.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

APPROVED this the _____ day of _____, 2022.

Mayor

I hereby certify that the above and foregoing Ordinance was published _____, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

City Administrator

1st Reading: October 24, 2022

Motion: Woodrow Washington

2nd Reading:

Motion By:

Second By:

Publication:



Planning & Inspections

Mayor • Bobby Herndon

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • John Hinton

District 4 • Jamie Dykes

District 5 • Jeff Hogg

City Administrator • Glenda D. Webb

PUBLIC NOTICE

Notice is hereby given that the City Council of Northport will meet in the Council Chambers of the Northport City Hall, at 5:30 p.m. on Monday, October 24, 2022, for the purpose of considering the adoption of a permanent resolution of Northport, Alabama, being a change of a public street to be renamed. The location for the street renaming will be 28th Street. Those who desire, shall have an opportunity of being heard in opposition to, or in favor of, the adoption of said resolution.

In addition, City Council of Northport will meet again in the Council Chambers of the Northport City Hall, at 5:30 p.m. on Monday, November 7, 2022, for a public hearing, for the purpose of a second reading on the adoption of the permanent resolution.

If persons with disabilities need special accommodations or auxiliary aids for participation at this hearing, please contact the City Administrator at 339-7000 at least twenty-four (24) hours in advance.



<. 21.,000001

City of Northport
Petition to Rename Public Street

Date of Public Safety Comm Mtg: _ / _ / _
Application Submitted: _ / _ / _

Current Street Name: 2-111 A., v. en=u., e

Proposed Street Name: B. ne .v. "oleneal"-twa:=.i.y

Applicant: Bobby Herndon

Email: bhemdon@hhaswveyors.com

Phone: 205-242-1002

Address: 2728 Lurleen WalJace Boulevard

City: Northport

State: AL

Zip Code: 3,....5_4-7.6...

Describe the reason(s) for the proposed street renaming:

Review the Northport Street Renaming Policy (found on page 2 of this application and at www.cityofnorthport.org).

Check the following:

☐ Completed application (all fields are required)

☒ Designation of Agent form (if applicable)

☐ Petition signed by at least two-thirds of property owners affected by the proposed name change

☐ Address list for all property owners affected by the proposed name change

☐ Mailing labels for all property owners affected by the proposed name change

☐ Fees: Application fee is \$100. ;= cc.:.-ertified mailing and advertising fees

I have read the above statements and warrant in good faith that I understand and will comply, and that the information submitted is true and correct.

Applicant Signature: [Signature] Date: / /

Please contact the Planning Department at 205-339-7000 with any questions.

Article II Division 6 Renaming Streets

Section 70-135 Street Renaming Policy

Revised November 11, 2021

(a) Purpose To provide for the honorary naming of streets so that the City may honor individuals or organizations who have made significant contributions to the Community.

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Morgan P. Williams

From: Julie Ramm
Sent: Tuesday, August 9, 2022 2:40 PM
To: Bart Marshall; Morgan P. Williams; Tera Tubbs; Brooke Starnes; Gerald Burton
Cc: Whitney DuBose
Subject: RE: Petition for Street Renaming

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Chief of Police

GERALD K. BURTON

Assistant Chief of Police

KEITH CARPENTER

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STEVEN FOSTER

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\$73.70

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Julie Ramm

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Director of Planning & Inspections

A 3500 McFarland Boulevard
PO Box 569, Northport, AL 35476
O 205-339-7000
E jramm@cityofnorthport.org
W www.cityofnorthport.org

DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO.

MEETING DATE: November 7, 2022

SUBJECT: Permanent Resolution – Renaming 28th Street to Benevolent Way

Consent Agenda

Action Agenda

Public Hearing X

First Reading

Second Reading X

Other

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary: This is a request from Bobby Herndon for approval to rename approximately 270 ft portion of 28th Street, located between Lurleen B Wallace Boulevard and 20th Avenue, to Benevolent Way.

Alternatives:

Deny this request

Recommendation:

The Public Safety Committee met on September 19, 2022, in a regular meeting after which they voted to give a favorable recommendation to the City Council to the street renaming of approximately 270 ft. portion of 28th Street, located between Lurleen B Wallace Boulevard and 20th Avenue to Benevolent Way.

Funding Source/GL Code: NA

Finance Director Approval: _____ **City Administrator Approval:** _____

Motion for Consideration:

I move to approve the request for the rename of approximately 270 ft portion of 28th Street, located between Lurleen B Wallace Boulevard and 20th Avenue, to Benevolent Way.

RESOLUTION

A PERMANENT RESOLUTION RENAMING 28th STREET TO BENEVOLENT WAY

WHEREAS, Bobby Herndon has requested to change the name of approximately 270 ft. portion of the street designated as 28th Street to Benevolent Way; and

WHEREAS, a petition in support of the street name change signed by property owners and residents of that portion of 28th Street has been submitted to the City; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Northport, that the permanent resolution renaming 28th Street to Benevolent Way is hereby approved.

ADOPTED this the _____ day of _____, 2022.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

APPROVED this the _____ day of _____, 2022.

Mayor

I hereby certify that the above and foregoing Ordinance was published _____, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

City Administrator

1st Reading: October 24, 2022

Motion: Woodrow Washington

2nd Reading:

Motion By:

Second By:

Publication:



Planning & Inspections

Mayor • Bobby Herndon

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • John Hinton

District 4 • Jamie Dykes

District 5 • Jeff Hogg

City Administrator • Glenda D. Webb

PUBLIC NOTICE

Notice is hereby given that the City Council of Northport will meet in the Council Chambers of the Northport City Hall, at 5:30 p.m. on Monday, October 24, 2022, for the purpose of considering the adoption of a permanent resolution of Northport, Alabama, being a change of a public street to be renamed. The location for the street renaming will be 28th Street. Those who desire, shall have an opportunity of being heard in opposition to, or in favor of, the adoption of said resolution.

In addition, City Council of Northport will meet again in the Council Chambers of the Northport City Hall, at 5:30 p.m. on Monday, November 7, 2022, for a public hearing, for the purpose of a second reading on the adoption of the permanent resolution.

If persons with disabilities need special accommodations or auxiliary aids for participation at this hearing, please contact the City Administrator at 339-7000 at least twenty-four (24) hours in advance.



<. 21.,000001

City of Northport
Petition to Rename Public Street

Date of Public Safety Comm Mtg: _ / _ / _
Application Submitted: _ / _ / _

Current Street Name: 2-s11i .A...v.. en=u...e

Proposed Street Name: B ne ..v""oleneal""-twa=:i,v

Applicant: Bobby Herndon

Email: bhemdon@hhaswveyors.com

Phone: 205-242-1002

Address: 2728 Lurleen Wallace Boulevard

City: Northport

State: AL

Zip Code: 3,....5_4-7..6...

Describe the reason(s) for the proposed street renaming:

Review the Northport Street Renaming Policy (found on page 2 of this application and at www.cityofnorthport.org).

Check the following:

☐ Completed application (all fields are required)

☒ Designation of Agent form (if applicable)

☐ Petition signed by at least two-thirds of property owners affected by the proposed name change

☐ Address list for all property owners affected by the proposed name change

☐ Mailing labels for all property owners affected by the proposed name change

☐ Fees: Application fee is \$100. ;= cc:::-ertified mailing and advertising fees

I have read the above statements and warrant in good faith that I understand and will comply, and that the information submitted is true and correct.

Applicant Signature: [Signature] Date: / /

Please contact the Planning Department at 205-339-7000 with any questions.

Article II Division 6 Renaming Streets

Section 70-135 Street Renaming Policy

Revised November 11, 2021

(a) Purpose To provide for the honorary naming of streets so that the City may honor individuals or organizations who have made significant contributions to the Community.

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PETITION FOR STREET NAME CHANGE

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Current Street Name: St. J. S. -r-J

Proposed Street Name: {3-Q;:;1...Q_v<:})(...::;A;...;:;W...;A; :...1,:}

Resident's Name	Address	Signature
<u>Q</u>	<u>lr 7 - Zt3;rv-</u>	<u>i. re--</u>

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**DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA**

AGENDA ITEM NO. 11.d.1.

MEETING DATE: November 7, 2022

SUBJECT: Mansa Hospitality LLC dba Courtyard by Marriott - ABC License

Prepared By: Whitney Bostick

Approved By: Chief Gerald Burton

Summary:

Recommendation:

Funding Source/GL Code:

Motion for Consideration: