

NORTHPORT CITY COUNCIL MEETING
MONDAY, FEBRUARY 6, 2023
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- a. February Business of the Month, Anders Hardware- Mayor Hinton
- b. National Parent Leadership Month Proclamation- Mayor Hinton

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

8. UNFINISHED BUSINESS

- a. Ordinances and Resolutions of a Permanent Nature

9. NEW BUSINESS

- a. Ordinances and Resolutions of a Permanent Nature

- 1. 1st Reading, Ordinance Amending Chapter 70, Article II. Relating to Speed Limits - Tera Tubbs
- 2. 1st Reading, Ordinance authorizing a Franchise Agreement with Charter Communications - Ron Davis

- b. Resolutions of a Temporary Nature

- 1. Resolution Authorizing the City Administrator to Execute a Right-Of-Way Use Agreement with Dockside Northport, LLC - Tera Tubbs
- 2. Resolution Authorizing Water Service Outside of City Limits for Property Located at 15749 Bethabara Road - Ron Davis
- 3. Resolution Authorizing the City Administrator to Enter a Contract with Friends of Historic Northport, Inc. for the Purchase of Real Property - Glenda Webb
- 4. Resolution Authorizing the City Administrator to Enter Into an Agreement for Professional Engineering Services for the Jackson Water Tank Rehabilitation Project - John Webb
- 5. Resolution authorizing reimbursement pertaining to the Series 2023 Adventure Park Improvements - Glenda Webb
- 6. Resolution authorizing reimbursement pertaining to the Series 2023 Kentuck Sports Complex - Glenda Webb
- 7. Resolution authorizing reimbursement pertaining to the Series 2023 Water Park Improvements - Glenda Webb
- 8. Resolution Authorizing the City Administrator to Execute an Agreement with Sain Associates, Inc. for Traffic Engineering Services for the Water Park - Tera Tubbs
- 9. Resolution Establishing the Legislative Agenda of the City of Northport for the 2023 Session of the Alabama Legislature - Glenda Webb

- c. Consent Agenda

- 1. Minutes, January 23, 2023, Regular Meeting - Glenda Webb
- 2. Bill Listing - Glenda Webb
- 3. PO Request for bay door replacement at Fire Station #1, \$13,490.00 - Chief Bart Marshall
- 4. PO Request for Holmatro Extrication Tools, \$23,999.00 - Chief Bart Marshall
- 5. PO Requisition, KPS Group Contract - Comprehensive Plan 2023 - \$314,470.00 - Julie Ramm
- 6. Purchase Requisition, Meal Reimbursement, Investigator Love, \$20.89 - Gerald Burton

7. Purchase Requisition, Meal Reimbursement, Investigator Parker, \$20.39 - Gerald Burton
8. PO Requisition for repairs to Trash Truck - Knuckleboom #2370 - \$8,249.01 - Brooke Starnes
9. PO Requisition for re-keying City Hall - \$5,487.50 - Brooke Starnes
10. PO Requisition for AC Freon Recovery Machine - \$5,999.00 - Brooke Starnes
11. PO Requisition for two Traffic Recorders - \$9,371.00 - Brooke Starnes
12. PO Requisition for 5 new Ford F-150s - \$209,425.00 - Brooke Starnes
13. PO Requisition for Ford Explorer and F150 for Planning Department - \$70,370.00 - Julie Ramm

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

- a. Engineering
- b. Legal Department
- c. Planning Inspections Department
- d. Police Department

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. ADJOURNMENT



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

AGENDA ITEM NO. 9.a.1.

MEETING DATE: February 6, 2023

SUBJECT: 1st Reading, Ordinance Amending Chapter 70, Article II. Relating to Speed Limits

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Tera Tubbs

Summary:

This ordinance updates speed limits on Union Chapel Road and Rose Boulevard in accordance with a speed limit study and best practices.

Recommendation:

That you offer the attached Ordinance for a 1st reading

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to offer for 1st reading, the Ordinance Amending Chapter 70, Article II. Relating to Speed Limits

ORDINANCE NO.

**ORDINANCE AMENDING CHAPTER 70, ARTICLE II. RELATING TO
SPEED LIMITS**

WHEREAS, the City of Northport has a uniform policy establishing speed limits within the city as 25 miles per hour unless otherwise established by ordinance, and

WHEREAS, the City has added several new roads and road sections through annexation, and

WHEREAS, the City Council wishes to establish appropriate speed limits for new roads.

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

1. The City of Northport amends Chapter 70, Article II. 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.
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 _____ day of _____, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the _____ day of _____, 2023.

Dr. John Hinton, 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”

CHAPTER 70

TRAFFIC CONTROL

ARTICLE II. RULES OF VEHICLE OPERATION

DIVISION 4. SPEED LIMITS

Sec. 70-106. Generally.

Unless otherwise provided for in this division, speed limits in the city shall be 25 miles per hour. New speed limits may be established and existing speed limits changed by duly adopted ordinances and set out in the speed limit schedule set forth in this division.

(Code 1990, § 15-60)

Sec. 70-107. Sixty-five miles per hour speed zone.

No person shall operate a motor vehicle at a greater speed than 65 miles per hour in the following listed zones of the city:

On U.S. Highway No. 82 (Alabama Highway No. 6), beginning at the west city limits (m.p. 40.24), thence easterly along U.S. Highway No. 82 (Alabama Highway No. 6), to a point 320 feet west of Tuscaloosa County Road No. 23 (m.p. 42.00), a distance of 1.76 miles.

(Ord. No. 1209, § I, 11-4-96; Ord. No. 1757, § I, 8-15-11; Ord. No. 1937, § 1(Exh. A), 9-18-17)

Sec. 70-108. Sixty miles per hour speed zone.

No person shall operate a motor vehicle at a greater speed than 60 miles per hour in the following listed zones of the city:

On U.S. Highway No. 43 (Alabama Highway No. 13), beginning at a point 600 feet north of Alabama Highway No. 171 (m.p. 200.27), thence northerly along U.S. Highway No. 43 (Alabama Highway No. 13), to a point 1,650 feet south of Mitt Lary Road (m.p. 202.69), a distance of 2.42 miles.

(Ord. No. 1209, § II, 11-4-96; Ord. No. 1757, § II, 8-15-11)

Sec. 70-109. Fifty-five miles per hour speed zone.

No person shall operate a motor vehicle at a greater speed than 55 miles per hour in the following listed zones of the city:

- (1) On U.S. Highway No. 82 (Alabama Highway No. 6), beginning at a point 320 feet west of Tuscaloosa County Road No. 23 (m.p. 42.00), thence easterly along U.S. Highway No. 82 (Alabama Highway No. 6), to a point 1,000 feet west of Airport Road (m.p. 43.70), a distance of 1.70 miles.
- (2) On U.S. Highway No. 43 (Alabama Highway No. 13), beginning at a point 250 feet south of Eleanor Street (m.p. 198.41), thence northerly along U.S. Highway No. 43,

(Alabama Highway No. 13), to the north city limits (m.p. 203.55), a distance of 5.14 miles.

- (3) On Alabama Highway No. 69 (Lurleen B. Wallace Boulevard), beginning at the south city limits, (580 feet south of the north end of the Hugh Thomas Bridge) (m.p. 147.69), thence northerly along Alabama Highway No. 69 (Lurleen B. Wallace Boulevard), to 10th Street (m.p. 148.21), a distance of 0.52 miles.
- (4) On Alabama Highway No. 69, beginning at a point 800 feet north of Sterling Place (m.p. 151.31), thence northerly along Alabama Highway No. 69 to the north city limits (m.p. 155.15), a distance of 3.84 miles.
- (5) On Alabama Highway No. 171, from U.S. Highway No. 43 (Alabama Highway No. 13) (m.p. 0.00), thence northerly along Alabama Highway No. 171, to the north city limits (m.p. 1.33), a distance of 1.33 miles.

(6) On Rose Boulevard from McFarland Boulevard to Carroll Creek.

(Code 1990, § 15-61; Ord. No. 1209, § III, 11-4-96; Ord. No. 1757, § III, 8-15-11; Ord. No. 1937, § 1(Exh. A), 9-18-17)

Sec. 70-110. Fifty miles per hour speed zone.

No person shall operate a motor vehicle at a greater speed than 50 miles per hour in the following listed zones of the city:

- (1) On U.S. Highway No. 82 (Alabama Highway No. 6), beginning at a point 1,000 feet west of Airport Road (m.p. 43.70), thence easterly along U.S. Highway No. 82 (Alabama Highway No. 6), to east city limits (m.p. 47.87), a distance of 4.17 miles.

(Code 1990, § 15-62; Ord. No. 1209, § IV, 11-4-96; Ord. No. 1757, § IV, 8-15-11; Ord. No. 1937, § 1(Exh. A), 9-18-17)

Sec. 70-111. Forty-five miles per hour speed zone.

No person shall operate a motor vehicle at a greater speed than 45 miles per hour in the following listed zones of the city:

- (1) On Alabama Highway No. 69 (Lurleen B. Wallace Boulevard), from 10th Street (m.p. 148.21), thence northerly along Alabama Highway No. 69 to a point 800 feet north of Sterling Place (m.p. 151.31), a distance of 3.10 miles.
- (2) On U.S. Highway No. 43 (Alabama Highway No. 13), from U.S. Highway 82 (Alabama Highway No. 6) (m.p. 198.11), thence northerly along U.S. Highway No. 43 (Alabama Highway No. 13), to a point 250 feet south of Eleanor Street (m.p. 198.41), a distance of 0.30 miles.
- (3) On Mitt Lary Road from the eastern right-of-way of Frank Lary Road to AL Hwy. 69.
- (4) **On Union Chapel Road from Union Station to Watermelon Road.**

(Code 1990, § 15-63; Ord. No. 1209, § V, 11-4-96; Ord. No. 1232, § 1, 5-13-97; Ord. No. 1352, § 1, 3-20-00; Ord. No. 1457, 3-3-03; Ord. No. 1576, 7-25-05; Ord. No. 1295, § 1, 9-21-98; Ord. No. 1757, § V, 8-15-11; Ord. No. 1937, § 1(Exh. A), 9-18-17; Ord. No. 2076, § 1(Exh. A), 5-3-21)

Sec. 70-112. Thirty-five miles per hour speed zone.

No person shall operate a motor vehicle at a greater speed than 35 miles per hour in the following listed zones of the city:

- (1) On U.S. Highway 43 (Alabama Highway 13) from U.S. Highway 82 (Alabama Highway 6) (m.p. 204.11), thence northerly along U.S. Highway 43 (Alabama Highway 13) to 38th Street (m.p. 204.53) a distance of approximately 0.42 miles.
- (2) On Fifth Street from a point 1475 feet west of 30th Avenue to the intersection of Fifth Street and Carter Drive, a distance of approximately 0.65 miles.
- (3) On 5th Street from the eastern right-of-way of Bridge Avenue to the eastern city limits.
- (4) On Mitt Lary Road from US Hwy. 43 to the eastern right-of-way of Frank Lary Road.
- (5) On 70th Avenue from Flatwoods Road to Olivewood Road.
- (6) On Harper Road from a point 1,500 feet north of Flatwoods Road to the northern city limits.
- (7) Watermelon Road from McFarland Boulevard to 4th Avenue East.
- (8) On Union Chapel Road from Northcreek Boulevard to Union Station
- (9) On Rose Boulevard from Carroll Creek to U.S. Highway No. 43

(Code 1990, § 15-64; Ord. No. 1209, § VI, 11-4-96; Ord. No. 1232, § 1, 5-13-97; Ord. No. 1352, § 1, 3-20-00; Ord. No. 1403, § 1, 8-20-01; Ord. No. 1458, 3-3-03; Ord. No. 1576, 7-25-05; Ord. No. 1583, 8-22-05; Ord. No. 1651, 7-23-07; Ord. No. 1295, § 1, 9-21-98; Ord. No. 2076, § 1(Exh. A), 5-3-21)

~~Sec. 70-113. Thirty miles per hour speed zone.~~

~~[No person shall operate a motor vehicle at a greater speed than 30 miles per hour in the following listed zones of the city:]~~

- ~~(1) On Union Chapel Road from AL Highway 69 to a point 1,200 feet east of AL Highway 69.~~

~~(Ord. No. 2076, § 1(Exh. A), 5-3-21)~~

Editor's note(s)—Ord. No. 2076, § 1(Exh. A), adopted May 3, 2021, renumbered the former § 70-113 as § 70-114 and enacted a new § 70-114 as set out herein. The historical notation has been retained with the amended provisions for reference purposes.

Sec. 70-113. City expansion revises speed limits.

Speed limits as described above shall apply so long as the city limits remain as they are this date. In the event they are extended, sections 70-107 through 70-113 shall be revised to properly cover the new territory.

(Ord. No. 1209, § VII, 11-4-96; Ord. No. 2076 , § 1(Exh. A), 5-3-21)

Editor's note(s)—Ord. No. 2076 , § 1(Exh. A), adopted May 3, 2021, renumbered the former § 70-113 as § 70-114, as set out herein. In addition, it also renumbered the former § 70-114, which pertained to laws in violation of this division, as § 70-115.

Sec. 70-114. Laws in violation of this division.

In addition to all provision of law relating to the speed and operation of motor vehicles in said city, they are hereby adopted by the city, all laws of the state and all rules and regulations of the State of Alabama Department of Transportation pertaining to the control of traffic and motor vehicles on highways, that are misdemeanors under the state laws and violation of such laws, rules, and regulations in the city, or the police jurisdiction thereof, shall be in violation of this division.

(Ord. No. 1209, § VIII, 11-4-96; Ord. No. 2076 , § 1(Exh. A), 5-3-21)

Editor's note(s)—Ord. No. 2076 , § 1(Exh. A), adopted May 3, 2021, renumbered the former § 70-114 as § 70-115, as set out herein. In addition, it also renumbered the former § 70-115, which pertained to penalty, as § 70-116.

Sec. 70-115. Penalty.

~~Any person or persons violating this division shall be guilty of a misdemeanor and, upon conviction, shall be punished for such violation by a fine not exceeding \$200.00 and may also be imprisoned and sentenced to hard labor upon the streets of public works or in the workhouse of House of Corrections of said city not exceeding six months.~~

Except as otherwise specifically provided, any violation of this article is unlawful and punishable pursuant to section 1-6 of the Northport City Code.

(Ord. No. 1209, § IX, 11-4-96; Ord. No. 2076 , § 1(Exh. A), 5-3-21)

Editor's note(s)—Ord. No. 2076 , § 1(Exh. A), adopted May 3, 2021, renumbered the former § 70-115 as § 70-116, as set out herein.

Secs. 70-116—70-125. Reserved.



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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: February 6, 2023

SUBJECT: 1st Reading, Ordinance authorizing a Franchise Agreement with Charter Communications

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Attached is a proposed ordinance authorizing the City Administrator to execute a Franchise Agreement with Charter Communications.

Recommendation:

Offer the attached Ordinance for a first reading

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to offer for 1st reading, the Ordinance authorizing the City Administrator to enter a Franchise Agreement with Charter Communications.

ORDINANCE NO.

**ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
FRANCHISE AGREEMENT WITH CHARTER COMMUNICATIONS**

WHEREAS, the City of Northport previously entered into a non-exclusive franchise agreement with Charter Communications; and

WHEREAS, the existing franchise agreement with Charter Communications is coming to an end; and

WHEREAS, the City of Northport is of the opinion that it is in the best interest of the City to renew a non-exclusive franchise agreement with Charter Communications for an additional five (5) years.

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

1. That the City Administrator for the City of Northport, Alabama is hereby authorized to sign the five (5) year franchise agreement with Charter Communications, a copy of which is attached hereto as Exhibit "A".
2. That the City Administrator is hereby authorized to sign all documents and requisitions related to this agreement.

ORDAINED this the ____ day of February, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the _____ day of February, 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: February 6, 2023

Motion By:

2nd Reading:

Motion By:

Second By:

Publication:

EXHIBIT “A”

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Northport, Alabama hereinafter referred to as the “Grantor” and Charter Communications L.L.C., locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

1. Definitions:

- a. “Cable Act” means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- c. “Franchise” means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. “Gross Revenues” means any revenues, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide cable service in the City, including, but not limited to, all Cable Service fees, franchise fees, late fees, installation fees, upgrade and downgrade fees, converter rental fees and lockout device fees. The term Gross Revenue shall not include: (1) any taxes, or assessment of general applicability collected by the Grantor from Subscribers on behalf of a government agency, and (2) unrecovered bad debt.
- e. “Service Area” shall mean the geographic boundaries of the Grantor.
- f. “Streets” means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter, and the public grounds, places or water within the geographic boundaries of Grantor.
- g. “Subscriber” means any person lawfully receiving any Cable Service from the Grantee.

2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets now in existence and as may be created or established during its terms; any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.
3. **Term.** The Franchise shall be for a term of five (5) years, commencing on the Effective Date of this Franchise as set forth in Section 16. This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least one (1) year before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.
4. **Use of the Streets and Dedicated Easements.**
 - a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities when available on reasonable terms and conditions.
 - b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.
 - c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor with prior notice to Grantor of any tree removal.
5. **Maintenance of the System.**
 - a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
 - b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended.

6. Service.

- a. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.
- b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by electronic or certified mail, return receipt requested to the addresses set forth in Section 13 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

7. Insurance/Indemnity.

- a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.)

\$2,000,000 General Aggregate

Auto Liability including coverage on all owned, non owned hired autos \$1,000,000 per occurrence C.S.L.

Umbrella Liability \$1,000,000 per occurrence C.S.L.

- b. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

8. Revocation.

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings

shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.

- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.
9. **Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 9 shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545
10. **Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.
11. **Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.
12. **Confidentiality.** If Grantee provides any books, records or maps to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and

federal law, it shall deny access to any of Grantee's books, records or maps marked confidential to any person.

13. Notices, Miscellaneous.

- a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Mayor Dr. John Hinton
City of Northport
P.O. Box 569
Northport, AL 35476
Email: jhinton@cityofnorthport.org

Copies to: Glenda D. Webb
City Administrator
PO Box 569
Northport, AL 35476
Email: gwebb@cityofnorthport.org

AND

Ronald L. Davis
City Attorney
PO Box 569
Northport, AL 35476
Email: rdavis@cityofnorthport.org

Grantee: Taylor Vice
Director, Government Affairs
3000 Riverchase Galleria, Suite 610
Birmingham, AL 35244
Email: taylor.vice@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
- c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
- d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

14. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15. Franchise Fee.

- a. Grantee shall pay to the Grantor annually an amount equal to five percent (5%) of the Gross Revenues for such calendar year, transmitted by electronic funds transfer to a bank account designated by Grantor. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.
- b. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a Franchise Fee under this Section 15 shall be reduced by an equivalent amount.
- c. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than forty-five (45) days after the end of each calendar year the franchise fees required by this section. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.

16. Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise.

17. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this ____ day of _____, 2023

City of Northport, Alabama

Signature:

Name/Title:

Accepted this ____ day of ____, 2023, subject to applicable federal, state and local law.

Charter Communications L.L.C.

By: Charter Communications, Inc., its Manager

Signature:

Name/Title:



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: February 6, 2023

SUBJECT: Resolution Authorizing the City Administrator to Execute a Right-Of-Way Use Agreement with Dockside Northport, LLC

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading: X

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting that the City Council authorize the City Administrator to execute a Right-Of-Way Use Agreement with Dockside Northport, LLC. The agreement will allow the placement of a new sign for The Whitney Apartments located at 215 Main Ave. The Right-Of-Way Use Agreement is attached.

Recommendation:

It is recommended that this request be approved.

Funding Source/GL Code:

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

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a Right-Of-Way Use Agreement with Dockside Northport, LLC.

RESOLUTION NO. 23-174

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
RIGHT-OF-WAY USE AGREEMENT WITH DOCKSIDE NORTHPORT, LLC**

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute a Right-of-Way Use Agreement with Dockside Northport, LLC; and,

WHEREAS, this Right-of-Way Use Agreement will allow placement of a new sign for The Whitney Apartments located at 215 Main Avenue; and,

WHEREAS, this agreement will have no fiscal impact on the City of Northport.

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 Right-of-Way Use Agreement with Dockside Northport, LLC.

RESOLVED AND DONE THIS 6th DAY OF February 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: February 6, 2023

Motion:

Second:

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)
CITY OF NORTHPORT)

MUNICIPAL RIGHT OF WAY PERMIT TO DOCKSIDE NORTHPORT, LLC

This agreement for permission made the 6th day of February, 2023, between the City of Northport, a Municipal Corporation, hereinafter referred to as "City" or "Grantor", and Dockside Northport, LLC hereinafter referred to as "Grantee".

The City hereby grants permission to Grantee to use the City's right-of-way for placing a new sign for The Whitney Apartments at 215 Main Avenue, Northport, Alabama. The permissions granted pursuant to this permit shall be limited solely to the location and purposes as described above and shall not be construed as a franchise agreement to utilize the public right of way for commercial or business purposes. A depiction of the permitted area attached hereto as Exhibit "A".

1. Term. The permissions granted herein shall be possessed and enjoyed by Grantee for only so long as the conditions of this permit are complied with, unless otherwise terminated sooner as provided for herein.
2. Rights of City. The City retains full title and ownership to all aspects and portions of the right-of-way, and Grantee hereby grants, transfers and conveys all right, title, and interest in the improvements constructed thereon free and clear of all liens or encumbrances to the City. The City further reserves its full police and municipal powers in regard to said right-of-way and the improvements thereon, including but not limited to the right to the use and enjoyment of the right-of-way to the fullest possible extent, including the right to exercise traffic control, pedestrian access, and parking regulations. It is understood by and between the City and the Grantee that this is a non-exclusive permit and the City reserves the right to convey similar or other permits to public utilities or private parties. This permit is a mere license and as such confers no property or legal interest.
3. Maintenance. Grantee shall be solely responsible for and shall bear all cost of upkeep and maintenance of the improvements. In the event said improvements fall into a state of disrepair or become unsightly or unsafe, the City shall have the right to remove said improvements and shall receive reimbursement from Grantee for the cost of said removal. If the permitted area is damaged by the use of the Grantee pursuant to this permit, the City shall have the right to repair the area and the Grantee agrees to pay the cost of such repair.
4. Northport Guidelines. During the construction of the improvements, Grantee will coordinate any temporary pedestrian or motor vehicle traffic rerouting with the Northport Police Department. Grantee shall follow all applicable Northport guidelines for work zones so as to keep disruption to a minimum.
5. Termination/Removal. The City shall have the absolute right to terminate this permit upon written notice to Grantee and to require removal in whole or in part by Grantee of said improvements for any reason whatsoever. In the event the City exercises any of its rights

pursuant to this permit, Grantee does hereby waive and release any and all claims, suits, causes of action or judgments against the City of Northport, its officers, agents, or employees including but not limited to claims pursuant to Section 235 of the Alabama Constitution and 42 USC §1983 and agrees to indemnify and hold harmless the City, its officers, agents, and employees of and from any claim, cause of action or judgment arising out of or in any manner associated with any suspension, modification or termination of the permit.

6. Utilities. There may be utilities, such as power, gas, etc., located in the right-of-way. Therefore, the City grants permission to Grantee subject to the rights of any utility companies, franchises, or other utilities, including the City itself, which may now or in the future utilize City of Northport's right-of-way. Grantee shall be responsible for determining the location of all utilities and for any damages to the same as may occur as a result of Grantee's activities. Furthermore, Grantee accepts responsibility for any costs incurred in connection with the repair, maintenance or replacement of any utilities affected by the issuance of this permit.
7. Laws and Regulations. Grantee agrees, to and shall at all times, comply with all applicable federal, state and local laws and regulations.
8. Indemnity. Grantee agrees to be solely responsible for the safety and welfare of its members and those persons participating with them, and for the general public, in or about the permitted area in relation to this permit. Further, Grantee agrees and does hereby forever release, indemnify and hold harmless the City of Northport, its officers, agents and employees, of and from any and all demands, claims, suits, judgments and/or damages of any sort, including, but not limited to, property damage, personal injury and/or death arising out of or in any way related to any activity or conduct pursuant to this permit.
9. No Personal Liability of Public Official. In carrying out any of the provisions hereof in exercising any authority granted by the permit, there will be no personal liability upon any public official.
10. Non-Discrimination. The Grantee shall not discriminate against any person because of race, color, sex, age, disability, religion or national origin, and shall further comply with all pertinent local, state and federal laws and regulations.
11. Non-Assignable. This permit is non-renewable, non-transferable, non-assignable and issued to the Grantee solely for the purpose(s) stated herein. This permit shall not be construed against the party who drafted it.
12. Covenant to Run with Premises. Grantee does hereby agree that the conditions herein imposed upon Grantee shall be as and for a covenant running with the premises and shall be binding on the Grantee until such time as the City terminates this permit or until a new permit is issued to a new or subsequent Grantee. In the event that Grantee seeks to negotiate and or completes the sale or conveyance the property located at 215 Main Avenue, Northport, AL, it shall be responsibility of the Grantee to provide notice to any party or entity acquiring title to 215 Main Avenue, Northport, AL of the existence of this permit and the responsibilities associated thereto. Until such time as the City either terminates this permit or issues a new permit to a subsequent Grantee, Grantee shall be responsible and bound by all terms of this permit.

13. MISCELLANEOUS:

Capacity: Grantee represents and warrants to the City as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That it has full power and capacity to obtain this permit and to perform the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, Grantee has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this permit and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- D. That Grantee has duly authorized and empowered a representative to execute this permit on their respective behalf and the execution of this permit by such representative fully and completely binds the Party to the terms and conditions hereof.
- E. That absent fraud, the execution of this permit by a representative of the Grantee shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent Grantee is a partnership, limited liability company or joint venture, the execution of this permit by any member thereof shall bind the Grantee and to the extent that the execution of the permit is limited to a manager, managing partner or specific member then the person so executing this permit is duly authorized to act in such capacity for the Grantee.
- F. That Grantee represents and warrants to the City that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon its ability to perform pursuant to the terms and conditions of this permit.
- G. That Grantee has obtained any and all required license, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this permit.
- H. This permit constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - (1) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights;
 - (2) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.

I. Neither party will enter into any agreement to do anything prohibited in this permit or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.

J. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this permit;

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

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this permit.

Final Integration: This permit constitutes the entire permit, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this permit, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party, which is not contained in this Agreement or expressly referred to herein have been relied on by any party in entering into this Agreement.

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

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

Liability of the City or City Officials: Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials or City employees as set forth herein are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

Binding Effect: This permit shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.

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

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

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

Governing Laws: The laws of the State of Alabama shall govern the validity of this permit, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this permit.

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

Use of Words and Phrases. The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this permit unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Severability. Each provision of this permit shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this permit that are valid, but this permit shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

No present or future official, officer or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

Executed on this the 6th day of February, 2023.

Dockside Northport, LLC

By: _____

Its: _____

CITY OF NORTHPORT, A Municipal Corporation

By: _____

Glenda D. Webb, City Administrator of the
City of Northport

ATTEST:

January 19, 2023

Ne'Kenja Boyd
City of Northport
3500 McFarland Boulevard
Northport, AL 35476

Dear Ms. Boyd,

In response to your request, I am writing on behalf of Dockside Northport LLC to request the use of the City of Northport's Right of Way to place a new sign for The Whitney Apartments. The property is located at 215 Main Avenue in Historic Downtown Northport. Drawings for the sign are attached and to the best of our knowledge it complies with the sign ordinance and is similar in size and design to other signs currently in the City's ROW. Please let me know if you have questions or need additional information. As always, we appreciate the City of Northport's consideration of this request.

Sincerely,

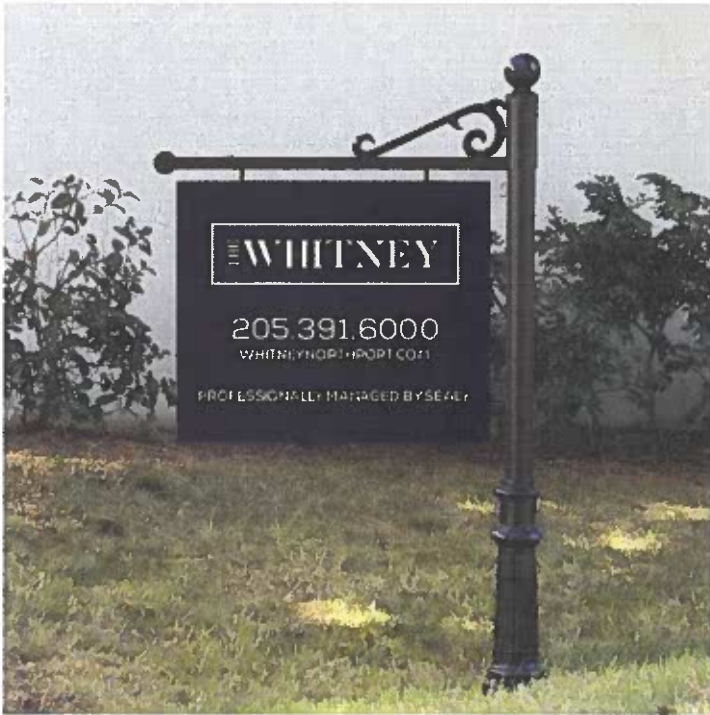


David R. Pass
Manager, Dockside Northport LLC

PROPOSED SIGN

THE WHITNEY APARTMENTS

215 Main Avenue



Proposed Dimensions:

Post is 6 feet tall above ground

Arm is 40 inches long

Sign is 36 inches wide by 30 inches long



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: February 6, 2023

SUBJECT: Resolution Authorizing Water Service Outside of City Limits for Property Located at 15749 Bethabara Road

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: Ron Davis

Summary:

Mr. & Mrs. Wesley and Ashley Hurst have property located at 15749 Bethabara Road, that cannot presently be annexed into the city because the property is not contiguous. The address is outside of the city limits and also outside of the planning jurisdiction. They are requesting city water service. The Municipal Code allows this with the unanimous consent of the city council. The staff recommends this access be allowed. Per city code, this requires a unanimous vote of the city council. All costs of this connection would be paid by the applicant and not by the City. In addition, we are adding the requirement that if, in the future, the property can be annexed, that the property will be annexed into the city. If the property is not annexed, the City retains the right to terminate water services at that point.

Recommendation:

Approve

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to adopt the resolution authorizing water service outside of the city limits to be provided to Mr. & Mrs. Wesley and Ashley Hurst for property located at 15749 Bethabara Road, pursuant to the conditions in the resolution.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS FOR
PROPERTY LOCATED AT 15749 BETHABARA ROAD**

WHEREAS, Mr. & Mrs. Wesley and Ashley Hurst, have property located at 15749 Bethabara Road, and has requested that they be allowed to obtain water from the City of Northport for this property; and

WHEREAS, Mr. & Mrs. Hurst cannot presently annex into the city because this property is not contiguous with the current Northport city limits; and

WHEREAS, the city staff recommends this application be granted with the conditions contained in this resolution.

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

- 1) As allowed by Northport Municipal Code Section 74-237, the City Council hereby unanimously agrees to provide water service to the property located at 15749 Bethabara Road, Northport, AL, by unanimous vote of the City Council.
- 2) All costs of this connection shall be paid by the applicant and not by the City of Northport.
- 3) The applicant agrees that if at any time this property becomes contiguous to the city limits, that the property will be annexed in the City of Northport. If the applicant or future owner of this property refuses to annex into the city, then the City reserves the right to terminate water services to this property at that time.

RESOLVED AND DONE THIS _____ DAY _____ OF, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: February 6, 2023
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: February 6, 2023

SUBJECT: Resolution Authorizing the City Administrator to Enter a Contract and Agreement with Friends of Historic Northport, Inc. for the Purchase of Real Property

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Glenda Webb

Summary:

This resolution authorizes the City Administrator to enter a contract and agreement with Friends of Historic Northport, Inc. for the purchase of 40 acres of real property for \$240,000 and the future purchase of an additional 7 acres for the greater of \$42,000 or appraised value. Said property is south of 5th Street between Kentuck Park and Mill Creek and will be used for development per the adopted Kentuck Master Plan.

Recommendation:

Approve the attached resolution

Funding Source/GL Code:

GL Code No. Amount: \$240,000

Motion for Consideration:

I move to authorize the City Administrator to enter a contract and agreement with Friends of Historic Northport, Inc. for the purchase of real property.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER A
CONTRACT AND AGREEMENT WITH FRIENDS OF HISTORIC NORTHPORT, INC. FOR
THE PURCHASE OF REAL PROPERTY**

WHEREAS, the City of Northport desires to enter into a contract and agreement for the purchase of real property for authorized public purposes;

WHEREAS, said real property is owned by Friends of Historic Northport, Inc., a not-for-profit company operating under the laws of the State of Alabama;

WHEREAS, both parties are authorized to enter such contract for public purposes,

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

1. The City Administrator is hereby authorized to enter a contract with Friends of Historic Northport, Inc. for the Purchase of 40 acres of real property adjacent to Kentuck Park for \$240,000 with the City to cover all appraisal and closing costs;
2. The City Administrator is authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this purchase of said 40 acres from the Friends of Historic Northport;
3. The City Administrator is hereby authorized to enter a contract with Friends of Historic Northport, Inc. for the future purchase of the adjacent 7 acres for the greater of \$42,000 or appraised value with the City to cover all appraisal and closing costs with purchase to occur no sooner than January 1, 2026 and no later than December 31, 2028;
4. The City Administrator is authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this agreement to purchase said 7 acres from the Friends of Historic Northport.

RESOLVED AND DONE THIS _____ DAY OF _____, 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

APPROVED this the _____ day of _____ 2023.

Dr. John Hinton, Mayor



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: February 6, 2023

SUBJECT: Resolution Authorizing the City Administrator to Enter Into an Agreement for Professional Engineering Services for the Jackson Water Tank Rehabilitation Project

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The Utilities Department requests approval of a resolution authorizing the City Administrator to enter into an agreement with The Cassady Company, Inc., for Professional Engineering Services for the Jackson Water Tank Rehabilitation Project, and authorize the City Administrator to take all actions, execute all documents and approve expenditures for the agreement. This is a 2023 capital project.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-600-81406

Amount: Not To Exceed \$43,600.00

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to enter into an agreement with The Cassady Company, Inc., for professional engineering services for the Jackson Water Tank Rehabilitation Project, and to authorize the City Administrator to take all actions, execute all documents, and approve all requisitions pertaining to this agreement.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR JACKSON WATER
TANK REHABILITATION PROJECT**

WHEREAS, on November 15th, 2010, the City of Northport acquired the Jackson Trace Road water tank when it took ownership of the Sand Springs water system; and

WHEREAS, in December, 2020, the City of Northport had the Jackson Trace Road water tank inspected, which identified a number of items that needed to be addressed within the next 2-3 years; and

WHEREAS, the City Council believes it is in the best interest of the City of Northport to enter into an agreement with The Cassady Company, Inc., for professional engineering services pertaining to the Jackson Water Tank Rehabilitation Project; and

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 enter into an agreement with The Cassady Company, Inc., for professional engineering services for the Jackson Water Tank Rehabilitation Project, as described in “Exhibit A”.
- 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 _____, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: February 6, 2023
Motion By:
Second By:

EXHIBIT “A”

EXHIBIT A

City of Northport

Jackson Road Tank Rehabilitation



Engineering Services Proposal

January 30, 2023

Project Team for The Cassidy Company, Inc.

- Principal Engineer – John Calvin Cassidy, P.E.
- Project Manager – Angela L. Henline, P.E.
- Coatings Inspector – Ed Chapman of Chapman Technical Services

Project Description

Design, Bid, and Construction Phase Services for Rehabilitation for the Jackson Road Water Tank. Improvements include sandblasting and recoating of interior and exterior surfaces, recoating of piping and valves under tank inside enclosure, containment system, and site restoration.

Estimated Cost of Construction (see Exhibit C)

\$321,000.00

Calculation of Engineering Fees

Total Basic Engineering Fee =	\$	27,600.00	8.60%
Total Construction Inspection Fee =	\$	16,000.00	4.98%
Total Estimated Engineering Fees =	\$	43,600.00	

Fees and services below are based on categories as per the standard City of Northport Contract to Furnish Engineering and related Services for Design and Construction of a Public Works project.

A. Preliminary Design				\$	13,000.00
B. Final Design				\$	10,500.00
C. Bid Phase Services				\$	2,500.00
D. Basic Engineering Services During Construction				\$	1,600.00
E. Design Surveying					N/A
F. Maximum Payment (for Services A-D)				\$	27,600.00
G. Easements / ROW					N/A
H. Advanced Engineering Services During Construction					N/A
H1. Construction Surveying					N/A
H2. Construction Inspection		Rate	Hours	Total	
Project Manager	\$	170.00	16.00	\$	2,720.00
Coating Inspector (Chapman, per visit)	\$	750.00	12.00	\$	9,000.00
Engineering Tech I	\$	75.00	48.00	\$	3,600.00
Mileage		0.655	1038.17	\$	680.00
				Total \$	16,000.00
H3. Record Drawings					N/A
I. Design Testing					N/A
J. Construction Testing					N/A
K. Administrative/Reimbursable Expenses					N/A
L. Permitting					N/A
M. Prequalification of Bidders					N/A
N. Traffic Control Plan					N/A
O. L.O.M.R.					N/A
P. Sales and Use tax Savings Administration					N/A
TOTAL ENGINEERING CONTRACT FEE					\$ 43,600.00

Time for Completion:

- Time to Complete Preliminary Design = 60 Days
- Time to Complete Final Design = 45 Days (after City approval of Preliminary Design)
- Estimated Construction Contract Time = 90 Days (max tank down time = 60 days)

EXHIBIT B

Rate Schedule

Principal Engineer	\$200.00/hour
Project Manager	\$170.00/hour
Professional Engineer I	\$150.00/hour
Professional Engineer II	\$115.00/hour
Staff Engineer I	\$100.00/hour
Staff Engineer II	\$95.00/hour
Professional Land Surveyor.....	\$130.00/hour
Field Survey Crew.....	\$180.00/hour
Engineering Technician I	\$75.00/hour
Resident Project Inspector.....	\$70.00/hour
Office Manager	\$95.00/hour
Clerical.....	\$75.00/hour
Mileage	\$0.655/mile

Fifteen percent (15%) overhead will be added to all sub-consultant fees and miscellaneous expenses.

These rates apply through December 31, 2023.

EXHIBIT C

City of Northport
Jackson Road Tank Rehabilitation
Cassady Project No. 20-139

PRELIMINARY ENGINEER'S OPINION OF ESTIMATED PROJECT COSTS
October 2022

Item No.	Quantity	Unit	Description	Unit Cost	Total Cost
1	1.0	LS	Mobilization	\$ 15,000.00	\$ 15,000.00
2	1.0	LS	Containment System	\$ 50,000.00	\$ 50,000.00
3	1.0	LS	Interior Sandblasting and Recoating (100% Solids)	\$ 100,000.00	\$ 100,000.00
4	1.0	LS	Exterior Sandblasting and Recoating	\$ 110,000.00	\$ 110,000.00
5	1.0	LS	Welding Repair	\$ 3,000.00	\$ 3,000.00
6	1.0	LS	Relocate Existing Antenna	\$ 2,500.00	\$ 2,500.00
7	1.0	LS	New Overflow Flap Valve and Screen	\$ 2,500.00	\$ 2,500.00
8	1.0	LS	New Ladder Guard and Lock on Manway	\$ 3,000.00	\$ 3,000.00
9	1.0	LS	Site Restoration	\$ 5,000.00	\$ 5,000.00
10	1.0	LS	Contingency for Tank Mixing	\$ 30,000.00	\$ 30,000.00
Total Estimated Construction Cost					\$ 321,000.00
Engineering Design					\$26,000.00
Engineering Construction Administration and Inspection					\$16,000.00
Project Closeout					\$1,600.00
Total Project Cost					\$ 364,600.00



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: February 6, 2023

SUBJECT: Resolution authorizing reimbursement pertaining to the Series 2023 Adventure Park Improvements

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Glenda Webb

Summary:

The City of Northport has determined to acquire, construct and install certain capital improvements for an Adventure Park. The United States Department of Treasury §1.150-2 allows certain provisions for the city to reimburse itself from the proceeds of the Series 2023 Warrants for any expenditures made for the various projects prior to the issuance of the Series 2023 Warrants.

Recommendation:

Adopt the attached resolution

Funding Source/GL Code:

GL Code No. N/A Amount: Unknown at this time

Motion for Consideration:

Motion to adopt the resolution authorizing reimbursement pertaining to the Series 2023 Adventure Park Improvements.

RESOLUTION NO. 23-____

**RESOLUTION AUTHORIZING REIMBURSEMENT PERTAINING TO THE SERIES 2023
ADVENTURE PARK IMPROVEMENTS PURSUANT TO
UNITED STATES TREASURY REGULATION SECTION 1.150-2**

Recitals. (a) The United States Department of the Treasury has issued final regulations relating to the use of proceeds of tax-exempt obligations for the reimbursement of expenditures made prior to the date of issuance of tax-exempt obligations. Under the regulations, in general, if specified requirements are satisfied, then proceeds used for reimbursement are deemed to be spent on the date of reimbursement. If such requirements are not satisfied, then proceeds used for reimbursement will remain subject to rebate, arbitrage and other rules relating to tax-exemption until ultimately spent.

(b) The City of Northport (the “City”) has determined to acquire, construct and install certain capital improvements as further described on Exhibit A hereto (the “Series 2023 Adventure Park Improvements”).

(c) In order to proceed with the acquisition and construction of the Series 2023 Adventure Park Improvements, pending the issuance of tax-exempt obligations, in one or more series, in an approximate aggregate principal amount of \$2,000,000.00 to pay the costs thereof, it may be necessary for the City to use its own funds to pay certain expenses in connection with the Series 2023 Adventure Park Improvements and the financing thereof.

(d) If the City is required to spend its own funds on the Series 2023 Adventure Park Improvements pending the issuance of such tax-exempt obligations as may be required to provide long-term financing for such improvements, it is the City’s official intent to reimburse the City for such expenditures out of proceeds of such tax-exempt obligations issued in connection with the Series 2023 Adventure Park Improvements by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY, as follows:

Section 1. The City hereby declares its official intent to reimburse the expenditures made by the City with respect to the Series 2023 Adventure Park Improvements and all related improvements thereto in whole or in part from the proceeds of tax-exempt obligations which may be issued hereafter by the City. Pending the issuance of the tax-exempt obligations, any funds of the City spent on the Series 2023 Adventure Park Improvements will be expended from the City’s General Fund.

Section 2. Any reimbursement to the City is expected to be made on or before the later of the date eighteen months after the expenditure is paid or after the property is placed in service. Any expenditure to be reimbursed shall be either for engineering expenses or other preliminary expenses as recognized in Section 1.150-2(f) or shall be a capital expenditure properly chargeable to capital account (or would be so chargeable with a proper election such as an election under Section 266) under general federal income tax principles.

Section 3. This Resolution shall not compel the City to issue the tax-exempt obligations referenced herein. The issuance and sale of such obligations shall be subject to the final approval and authorization thereof by the governing body of the City, including, without limitation, the approval of the purposes, use of proceeds, principal amounts, terms of maturity and payment dates, interest rates, offering prices and redemption prices and terms, and costs of issuance.

Section 4. All ordinances, resolutions, orders, or parts of any thereof, of the City in conflict, or inconsistent, with any provision of this resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 5. This resolution shall take effect immediately.

The above Resolution is duly adopted this 6th day of February, 2023.

Jeff Hogg, Its President

S E A L

Attest: _____
Glenda D. Webb, City Administrator/City Clerk

Reading: February 6, 2023
Motion By:
Second By:

Transmitted to and approved by the Mayor this 6th day of February, 2023.

Dr. John Hinton, Mayor

EXHIBIT A

Series 2023 Adventure Park Improvements

The proposed Series 2023 Adventure Park Improvements include the acquisition and construction of an outdoor adventure park and recreational facility on approximately 151-acre site along Rose Boulevard in the City, including:

- Walking and Native Trail Improvements and related infrastructure
- Ropes course, Zip Line and Adventure Attractions
- Mountain Biking trails and related infrastructure
- Water Sports Facilities and related infrastructure
- Retreat Center and other lodging
- Pavilions and recreational improvements
- RV infrastructure



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: February 6, 2023

SUBJECT: Resolution authorizing reimbursement pertaining to the Series 2023 Kentucky Sports Complex

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Glenda Webb

Summary:

The City of Northport has determined to acquire, construct and install certain capital improvements to the Kentucky Sports Complex. The United States Department of Treasury §1.150-2 allows certain provisions for the city to reimburse itself from the proceeds of the Series 2023 Warrants for any expenditures made for the various projects prior to the issuance of the Series 2023 Warrants.

Recommendation:

Adopt the attached resolution

Funding Source/GL Code:

GL Code No. N/A Amount: Unknowns at this time

Motion for Consideration:

Motion to adopt the resolution authorizing reimbursement pertaining to the Series 2023 Kentucky Sports Complex Improvements.

RESOLUTION NO. 23-____

**RESOLUTION AUTHORIZING REIMBURSEMENT PERTAINING TO THE SERIES 2023
KENTUCK SPORTS COMPLEX IMPROVEMENTS PURSUANT TO
UNITED STATES TREASURY REGULATION SECTION 1.150-2**

Recitals. (a) The United States Department of the Treasury has issued final regulations relating to the use of proceeds of tax-exempt obligations for the reimbursement of expenditures made prior to the date of issuance of tax-exempt obligations. Under the regulations, in general, if specified requirements are satisfied, then proceeds used for reimbursement are deemed to be spent on the date of reimbursement. If such requirements are not satisfied, then proceeds used for reimbursement will remain subject to rebate, arbitrage and other rules relating to tax-exemption until ultimately spent.

(b) The City of Northport (the “City”) has determined to acquire, construct and install certain capital improvements as further described on Exhibit A hereto (the “Series 2023 Kentucky Sports Complex Improvements”).

(c) In order to proceed with the acquisition and construction of the Series 2023 Kentucky Sports Complex Improvements, pending the issuance of tax-exempt obligations, in one or more series, in an approximate aggregate principal amount of \$20,000,000.00 to pay the costs thereof, it may be necessary for the City to use its own funds to pay certain expenses in connection with the Series 2023 Kentucky Sports Complex Improvements and the financing thereof.

(d) If the City is required to spend its own funds on the Series 2023 Kentucky Sports Complex Improvements pending the issuance of such tax-exempt obligations as may be required to provide long-term financing for such improvements, it is the City’s official intent to reimburse the City for such expenditures out of proceeds of such tax-exempt obligations issued in connection with the Series 2023 Kentucky Sports Complex Improvements by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY, as follows:

Section 1. The City hereby declares its official intent to reimburse the expenditures made by the City with respect to the Series 2023 Kentucky Sports Complex Improvements and all related improvements thereto in whole or in part from the proceeds of tax-exempt obligations which may be issued hereafter by the City. Pending the issuance of the tax-exempt obligations, any funds of the City spent on the Series 2023 Kentucky Sports Complex Improvements will be expended from the City’s General Fund.

Section 2. Any reimbursement to the City is expected to be made on or before the later of the date eighteen months after the expenditure is paid or after the property is placed in service. Any expenditure to be reimbursed shall be either for engineering expenses or other preliminary expenses as recognized in Section 1.150-2(f) or shall be a capital expenditure properly chargeable to capital account (or would be so chargeable with a proper election such as an election under Section 266) under general federal income tax principles.

Section 3. This Resolution shall not compel the City to issue the tax-exempt obligations referenced herein. The issuance and sale of such obligations shall be subject to the final approval and authorization thereof by the governing body of the City, including, without limitation, the approval of the purposes, use of proceeds, principal amounts, terms of maturity and payment dates, interest rates, offering prices and redemption prices and terms, and costs of issuance.

Section 4. All ordinances, resolutions, orders, or parts of any thereof, of the City in conflict, or inconsistent, with any provision of this resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 5. This resolution shall take effect immediately.

The above Resolution is duly adopted this 6th day of February, 2023.

Jeff Hogg, Its President

S E A L

Attest: _____
Glenda D. Webb. City Administrator/Clerk

Reading: February 6, 2023
Motion By:
Second By:

Transmitted to and approved by the Mayor this 6th day of February, 2023.

Dr. John Hinton, Mayor

EXHIBIT A

Series 2023 Kentuck Sports Complex Improvements

- Outdoor Amphitheater
- Tennis Facility
- Sports Fields at Kentuck City Park
- Tournament Pickleball Complex
- City Police Substation
- Park Pavilion
- Kentuck Tournament Sports Fields
- Walking/Nature Trail Improvements and Pavilion
- Kentuck Hands on Learning Center
- Tournament Fishing Complex
- RV Parking Facility
- Pedestrian Trail Improvements/Bridge/Tunnel
- Restrooms/Picnic Tables



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: February 6, 2023

SUBJECT: Resolution authorizing reimbursement pertaining to the Series 2023 Water Park Improvements

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Glenda Webb

Summary:

The City of Northport has determined to acquire, construct and install certain capital improvements for a Water Park. The United States Department of Treasury §1.150-2 allows certain provisions for the city to reimburse itself from the proceeds of the Series 2023 Warrants for any expenditures made for the various projects prior to the issuance of the Series 2023 Warrants.

Recommendation:

Adopt the attached resolution

Funding Source/GL Code:

GL Code No. N/A Amount: Unknown at this time

Motion for Consideration:

Motion to adopt the resolution authorizing reimbursement pertaining to the Series 2023 Water Park Improvements.

RESOLUTION NO.23- ____

**RESOLUTION AUTHORIZING REIMBURSEMENT PERTAINING TO THE SERIES 2023
WATER PARK IMPROVEMENTS PURSUANT TO
UNITED STATES TREASURY REGULATION SECTION 1.150-2**

Recitals. (a) The United States Department of the Treasury has issued final regulations relating to the use of proceeds of tax-exempt obligations for the reimbursement of expenditures made prior to the date of issuance of tax-exempt obligations. Under the regulations, in general, if specified requirements are satisfied, then proceeds used for reimbursement are deemed to be spent on the date of reimbursement. If such requirements are not satisfied, then proceeds used for reimbursement will remain subject to rebate, arbitrage and other rules relating to tax-exemption until ultimately spent.

(b) The City of Northport (the “City”) has determined to acquire, construct and install certain capital improvements as further described on Exhibit A hereto (the “Series 2023 Water Park Improvements”).

(c) In order to proceed with the acquisition and construction of the Series 2023 Water Park Improvements, pending the issuance of tax-exempt obligations, in one or more series, in an approximate aggregate principal amount of \$18,000,000.00 to pay the costs thereof, it may be necessary for the City to use its own funds to pay certain expenses in connection with the Series 2023 Water Park Improvements and the financing thereof.

(d) If the City is required to spend its own funds on the Series 2023 Water Park Improvements pending the issuance of such tax-exempt obligations as may be required to provide long-term financing for such improvements, it is the City’s official intent to reimburse the City for such expenditures out of proceeds of such tax-exempt obligations issued in connection with the Series 2023 Water Park Improvements by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY, as follows:

Section 1. The City hereby declares its official intent to reimburse the expenditures made by the City with respect to the Series 2023 Water Park Improvements and all related improvements thereto in whole or in part from the proceeds of tax-exempt obligations which may be issued hereafter by the City. Pending the issuance of the tax-exempt obligations, any funds of the City spent on the Series 2023 Water Park Improvements will be expended from the City’s General Fund.

Section 2. Any reimbursement to the City is expected to be made on or before the later of the date eighteen months after the expenditure is paid or after the property is placed in service. Any expenditure to be reimbursed shall be either for engineering expenses or other preliminary expenses as recognized in Section 1.150-2(f) or shall be a capital expenditure properly chargeable to capital account (or would be so chargeable with a proper election such as an election under Section 266) under general federal income tax principles.

Section 3. This Resolution shall not compel the City to issue the tax-exempt obligations referenced herein. The issuance and sale of such obligations shall be subject to the final approval and authorization thereof by the governing body of the City, including, without limitation, the approval of the purposes, use of proceeds, principal amounts, terms of maturity and payment dates, interest rates, offering prices and redemption prices and terms, and costs of issuance.

Section 4. All ordinances, resolutions, orders, or parts of any thereof, of the City in conflict, or inconsistent, with any provision of this resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 5. This resolution shall take effect immediately.

The above Resolution is duly adopted this 6th day of February, 2023.

Jeff Hogg, Its President

S E A L

Attest: _____
Glenda D. Webb, City Administrator/ Clerk

Transmitted to and approved by the Mayor this 6th day of February, 2023.

Dr. John Hinton, Mayor

EXHIBIT A

Series 2023 Water Park Improvements

The proposed Series 2023 Water Park Improvements include the acquisition and construction of a water recreation park and related infrastructure on approximately 11-acre site along McFarland Boulevard in the City.



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: February 6, 2023

SUBJECT: Resolution Authorizing the City Administrator to Execute an Agreement with Sain Associates, Inc. for Traffic Engineering Services for the Water Park

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting that the City Council authorize the City Administrator to execute an agreement with Sain Associates, Inc. to perform traffic engineering services for the water park. The fiscal impact to the City will be \$13,500.00.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54003 Amount: \$13,500.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute an agreement with Sain Associates, Inc. to perform traffic engineering services for the water park.

RESOLUTION NO. 23-174

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH SAIN ASSOCIATES INC. FOR TRAFFIC ENGINEERING
SERVICES FOR THE WATER PARK**

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute an agreement with Sain Associates, Inc. to perform traffic engineering services for the water park; and,

WHEREAS, the fiscal impact to the City of Northport is \$13,500.00.

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 Sain Associates, Inc. to perform traffic engineering services for the water park. The total cost for the services is \$13,500.00.

RESOLVED AND DONE THIS 6th DAY OF FEBRUARY 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: February 6, 2023

Motion:

Second:



January 23, 2023

Tera Tubbs, P.E., CFM
City Engineer
City of Northport
PO Box 569
Northport, AL 35476

SUBJECT: Traffic Impact Study Scope and Fee
Water Park
Northport, AL
SA #230019

Dear Tera:

We appreciate the opportunity to submit our firm's proposal for professional traffic engineering services for your project. Following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Scope of Services

Sain Associates will prepare a traffic impact study for a proposed water park in Northport, AL. Information used to generate requirements for this scope was gathered through correspondence with you and ALDOT. Any change in study boundaries or requirements may result in the need for additional services, for which we will obtain authorization from you prior to proceeding.

General Site Description

The study property is located north of the intersection of US-82/McFarland Boulevard at Park W. The site is proposed to contain a water park.

Study Area Intersections

The study area will include the following intersections:

1. US-82/McFarland Boulevard at Park W/Proposed Access
2. US-82/McFarland Boulevard at Harper Road
3. US-82/McFarland Boulevard at Jack Jones Road
4. US-82/McFarland Boulevard at Big Lots Median Opening

Description of Scope of Services

1. Traffic Impact Study

- Site Visit – We will visit the site to inventory existing conditions within the study area and record any conditions that could adversely affect site traffic.
- Traffic Volume Counts – We will collect 4-hour turning movement counts (7:00 - 9:00 AM and 4:00 - 6:00 PM) on a normal weekday and 2-hour turning movement counts (11:00 AM - 1:00 PM) on a Saturday at the study intersections.
- Traffic Analysis – We will analyze the existing conditions based upon the collected traffic to determine if there are any existing network deficiencies during the peak hours. We will

estimate the number of vehicle trips expected to be generated by the proposed development based on data provided by the developer and/or from ITE's *Trip Generation*. We will establish traffic patterns and assign traffic volumes based on the proposed accesses. We will analyze projected traffic conditions within the study area, including turn-lane warrants. We will recommend improvements necessary for providing acceptable traffic operations. We will provide conceptual figures of any recommended improvements.

Note: Changes to the site plan or access plan after our analysis has initiated may result in the need for additional services. We will contact you to obtain additional authorization prior to proceeding.

- Report – Our efforts will be documented in a report. We will provide you with a draft of the report for review and preliminary planning purposes. We will address any comments you may have and submit a final, sealed document to ALDOT.
- Meeting – For the purposes of preparing this scope and fee, attendance at one in-person meeting is included. Attendance at any additional meetings will be undertaken on an hourly basis per the attached terms and conditions, with your authorization.

Exclusions

- Surveying/design plans for recommended roadway improvements
- Construction cost estimate for recommended improvements

If any of these services become necessary as the project progresses, we can prepare an amendment to this work authorization to perform additional services, with your authorization.

Fee:

We propose to provide the above-described services for the following fee:

Traffic Impact Study (Includes traffic counts @ \$3,700) **Lump Sum \$13,500**

Reimbursable expenses such as printing, shipping, mileage, etc. are included in the above fees.

Schedule:

We are available to begin work immediately upon receipt of a signed contract. We anticipate submitting a draft report to you within 4 weeks of receiving the traffic counts.

Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

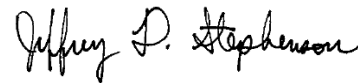
Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,
SAIN ASSOCIATES, INC.



Charles Cochran, P.E., PTOE, RSP
Project Manager
AL P.E. #36282

OFFERED: SAIN ASSOCIATES, INC.
BY: Jeff Stephenson, P.E., PTOE
Transportation Team Leader/Associate
AL P.E. # 25129



Signature of Authorized Representative

Attached:
Terms & Conditions (2023)

Date: January 23, 2023

ACCEPTED: City of Northport

BY: _____
Signature of Authorized Representative

Print Name & Title

Date: _____

SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Rates:

Principal	\$210.00 - \$300.00 per Hour
Engineer/Planner	\$105.00 - \$160.00 per Hour
Senior Engineer	\$165.00 - \$230.00 per Hour
GIS Professional	\$130.00 - \$150.00 per Hour
Designer	\$95.00 - \$140.00 per Hour
Surveyor	\$110.00 - \$155.00 per Hour
Survey Crew (1-Person)	\$110.00 per Hour
Survey Crew (1-Person + Robot)	\$165.00 per Hour
Survey Crew (2-Person)	\$190.00 per Hour
Survey Crew (3-Person)	\$240.00 per Hour
Survey Per Diem	\$170.00 per person per Night
Administrative Support	\$65.00 - \$98.00 per Hour

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are ~~not~~ included within Consultant's basic fee ~~and will be passed along to Client at cost plus 10%.~~

Payment

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts in excess of 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Responsibility of the Client

Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

Reliance on Information Provided by Others

Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Approvals

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

Site Visits/Jobsite Safety/Construction Phase Services

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor or material supplier.

Right of Entry

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.



SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Unforeseen Conditions and Occurrences

If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

Consultant's Choice of Arbitration or Court

Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by a trial by judge in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or Client's disclosure of any such documents to any third party.

Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Conflicting or Inconsistent Terms/Severability

In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

Schedule 2023





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

AGENDA ITEM NO. 9.b.9.

MEETING DATE: February 6, 2023

SUBJECT: Resolution Establishing the Legislative Agenda of the City of Northport for the 2023 Session of the Alabama Legislature

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Glenda Webb

Summary:

This resolution requests the Tuscaloosa County Legislative Delegation to consider the City of Northport's position on several matters that may be presented in the 2022 Legislative Session.

Recommendation:

Approve the attached resolution

Funding Source/GL Code:

Motion for Consideration:

I move the adoption of a resolution establishing the Legislative Agenda of the City of Northport for the 2023 Session of the Alabama Legislature.



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: February 6, 2023

SUBJECT: Minutes, January 23, 2023, Regular Meeting

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:

Motion for Consideration:

Approval of the Consent Agenda will approve the minutes from the January 23 Council meeting.

The regular called Meeting of the Northport City Council convened at **5:30 p.m.** on **Monday, January 23, 2022**, at Northport City Hall, located at 3500 McFarland Blvd, Northport, AL, 35476, in the Council Chambers. The invocation was offered by Pro Tem Hinton and President Hogg led the assembly in the Pledge of Allegiance. Upon roll call, the following were found to be present: President Hogg, Councilwoman Bobo, Councilman Washington, and Councilwoman Dykes. Also present at tonight's meeting, Mayor Hinton and City Administrator Webb.

Motion by President Hogg, **Second** by Pro Tem Bobo **to approve the agenda for January with the deletion of item 11b2, resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1419 6th Street.** Roll call was as follows: President Hogg, Yes; Pro Tem Bobo, Yes; Councilman Washington, Yes; and Councilwoman Dykes, Yes. **Motion Carried Unanimously.**

Motion by President Hogg , **Second** by Councilwoman Dykes , **to suspend the rules in order to immediately consider the Ordinance for adopting the 2023 Water & Sewer Capital Budget.** Roll call was as follows: President Hogg, Yes; Councilwoman Dykes, Yes; Pro Tem Bobo, Yes; and Councilman Washington, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo , **Second** by Councilman Washington **to adopt Ordinance 2170 adopting the fiscal year 2023 Water & Sewer Fund Budget.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by President Hogg, **Second** by Pro Tem Bobo **to suspend the rules in order to immediately consider the Ordinance for the 2023 General Fund Capital Budget adoption.** Roll call was as follows: President Hogg, Yes; Pro Tem Bobo, Yes; Councilman Washington, Yes; and Councilwoman Dykes, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilman Washington **to adopt Ordinance 2171 adopting the fiscal year 2023 General Fund Capital Budget.** Roll call was as follows: Councilwoman Dykes, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilman Washington **to approve Resolution 23-08 appointing Kevin Shobe as a regular member of the Zoning Board of Adjustment with Mr. Shobe's term expiring in December of 2025.** Roll call was as follows: Councilwoman Dykes, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Washington **to approve Resolution 23-09 appointing Jon Garner as a regular member of the Zoning Board of Adjustment with Mr. Garner's term expiring in December of 2025.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Washington **to approve Resolution 23-10 declaring certain vehicles as surplus and authorizing their disposal, two (2) 2019 Harley Davidson Motorcycles.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Pro Tem Bobo **to approve Resolution 23-11 allocating \$1,000,000.00 of Northport First Funds to the General Fund Reserve.** Roll call was as follows: Councilwoman Dykes, Yes; Pro Tem Bobo, Yes; Councilman Washington, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Washington **to approve Resolution 23-12 authorizing the Mayor to enter into an agreement with LeCroy Richardson for the fiscal year 2022 audit of the City of Northport financial statements.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilman Washington **to approve Resolution 23-13 authorizing the City Administrator to execute an amendment with Thompson Engineering for engineering services on MLK Blvd. from Snows Mill Ave. to SR-69.** Roll call was as follows: Councilwoman Dykes Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Washington **to approve Resolution 23-14 authorizing the employment of The Frazier Lanier Company, Inc. as Underwriter for the City of Northport, and authorize the employment of Maynard, Cooper, & Gale, P.C. as bond counsel with respect to General Obligation Warrants, Series 2023 for the City of Northport.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilwoman Dykes, Yes; President Hogg, Yes. **Motion Carried Unanimously.**

Motion by President Hogg, **Second** by Councilwoman Dykes **to approve Resolution 23-15 for General Fund to pay the remaining \$825,000 interfund loan out of retaining earnings.** Roll call was as follows: President Hogg, Yes; Councilwoman Dykes, Yes; Pro Tem Bobo, Yes; and Councilman Washington, Yes. **Motion Carried Unanimously.**

Motion by President Hogg, **Second** by Pro Tem Bobo to approve **Resolution 23-16 transferring \$425,000 from Water & Sewer Operating to the Water & Sewer Reserve Fund**. Roll call was as follows: President Hogg, Yes; Pro Tem Bobo, Yes; Councilman Washington, Yes; and Councilwoman Dykes, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilman Washington to approve **Resolution 23-17 authorizing the City Administrator to approve the payment to Municipal Workers Compensation Fund, Inc. in the amount of \$339,114.00**. Roll call was as follows: Councilwoman Dykes, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Washington, **Second** by Pro Tem Bobo to approve the **January 23 ,2023, Consent Agenda Items:**

CONSENT AGENDA

1. Minutes, January 9, 2023, Regular Meeting- Glenda Webb
2. Bill Listing- Glenda Webb
3. PO Requisition, Renewal of Supersedeas Bond pertaining to Condemnation of Property for the Hwy. 69/UCR Realignment Project, \$11,900.00- Ron Davis
4. PO Requisition, 2023 MWCF Estimated Contribution Billing, \$339,114.00- Mr. Rose
5. PO Requisition, Metro Jail Bill, \$49,912.50- Gerald Burton
6. PO Requisition, Lease Payment to Northport Properties, LLC, \$19,200.00- Glenda Webb
7. PO Requisition, 2023 Bridge Inspections, Cost Estimate, \$5,700.00- Ms. Tubbs
8. PO Requisition, Annual Maintenance Contract for PD Chiller, \$6,025.80- Brooke Starnes
9. PO Requisition, Flow Monitoring at Pump Station #1, CSL Services, \$8,770.00- John Webb
10. PO Requisition, Water Grade I & IV Certification Training, Water Girl Consulting, \$9,000.00- John Webb
11. PO Requisition, Paint for Fire Hydrant, The Paint Spot, \$7,285.30- John Webb

Roll call was as follows: Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Public Hearings

- A. There were no Public Hearings items on the agenda for the Engineering Department.
- B. There were two Public Hearing items on the agenda for the Legal Department.

President Hogg Opened the Floor for item 11b1
There were no speakers to address Council for item 11b1
President Hogg Closed the Floor for item 11b1

Motion by Councilman Washington, **Second** by Councilwoman Dykes **to adopt Resolution 23-18 fixing the cost of nuisance weed abatement and authorize filing a lien for property located at 1419 6th Street, Parcel No. 63-31-05-15-3-009-001.000.** Roll call was as follows: Councilman Washington, Yes; Councilwoman Dykes, Yes; Pro Tem Bobo, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Item 11b2 was deleted upon the approval of the agenda.

President Hogg Opened the Floor for item 11b3
There were no speakers to address Council for item 11b3
President Hogg Closed the Floor for item 11b3

Motion by Councilman Washington, **Second** by Pro Tem Bobo **to adopt Resolution 23-19 fixing the cost of nuisance debris abatement and authorizing filing of a lien for property located at 2316 9th Street, Parcel No. 63-31-05-16-4-002-005.000.** Roll call was as follows: Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

- C. There were no Public Hearing items on the agenda for the Planning and Inspections Department.
- D. There was one Public Hearing item on the agenda for the Police Department.

President Hogg Opened the Floor for item 11d1
There were no speakers to address Council for item 11d1
President Hogg Closed the Floor for item 11d1

Motion by Councilman Washington, **Second** by Councilwoman Dykes **to approve the ABC License for Puff Stuff Outlet, LLC, dba Puff Stuff.** Roll call was as follows: Councilman Washington, Yes; Councilwoman Dykes, Yes; Pro Tem Bobo, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

MAYOR AND COUNCIL MEMBER'S BUSINESS

Mayor Hinton, Mayor Hinton stated there has been much improvement in the City's financial standing. He thanked the Council for helping the City's financial outlook. He thanked them for being good stewards of funds. The City of Northport is in a better financial position due to Council making conservative financial decisions, raising reserve funds, and paying off bond issues.

Pro Tem Bobo, District 1- Councilwoman Bobo extended her appreciation to Mr. Kevin Shobe and Mr. Jon Garner for their dedication and service to the ZBA Commission.

Councilman Washington, District 2- Councilman Washington announced that Academics in Motion would be offering free tutoring on Monday, Tuesday, and Wednesdays at 6:00 pm at the Northport Community Center.

District 3- Vacant

Councilwoman Dykes, District 4- Councilwoman Dykes notes Charlie Shirley Road Paving Project is currently taking place so please be patient. If you can avoid the area, that would be better. Please look out for the workers. She also noted that the City would be hosting a Visioning Workshop. This workshop is being held for citizens to be able to come and share their thoughts on the future of our community. The workshop is to be held on Monday, January 30, 2023, at 5:30 pm at City Hall.

President Hogg, District 5- President Hogg had no official business for District 5.

Motion by President Hogg, **Second** by Pro Tem Bobo **to adjourn the meeting into Executive Session to discuss potential litigation. The session should take no longer than 20 minutes (twenty minutes). It is anticipated that the Council will not take action after the Executive Session is concluded. Staff does not need to stay.** Roll call was as follows: President Hogg, Yes; Pro Tem Bobo, Yes; Councilman Washington, Yes; and Councilwoman Dykes, Yes. **Motion Carried Unanimously.**

Council adjourned into Executive Session at 6:01 p.m.

Council reconvened into Regular Council Meeting at 6:33 p.m. with no action needing to be taken.

Motion by Councilwoman Dykes, **Second** by Pro Tem Bobo to adjourn the meeting. Roll call vote was as follows: Councilwoman Dykes, Yes; Pro Tem Bobo, Yes; Councilman Washington, Yes; and and President Hogg, Yes. **Motion Carried Unanimously.**

There being no further business to come before the Council, the meeting was adjourned at 6:33 p.m.



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

AGENDA ITEM NO. 9.c.2.
MEETING DATE: February 6, 2023
SUBJECT: Bill Listing

Unfinished Business:
Public Hearing:
Prepared By: Whitney DuBose

New Business:
First Reading:

Consent Agenda: X
Second Reading:

Approved By: Glenda Webb

Summary:

Recommendation:

Funding Source/GL Code:

Motion for Consideration:

Approval of the Consent Agenda will approve the bill listing for this council packet.



City of Northport

Expense Approval Report

By (None)

Payment Dates 1/19/2023 - 2/1/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Beautiful Beginnings	INV0018894	01/19/2023	Business License Overpayment ...	13.76
B.W. Hobson Construction Com...	INV0018896	01/19/2023	Business License Overpayment ...	386.38
Craftworks Ceramics	INV0018900	01/19/2023	Business License Overpayment ...	50.54
Snider's Trailer Park	INV0018909	01/19/2023	Business License Overpayment ...	53.00
Hobson Trucking Co Inc	INV0018902	01/19/2023	Business License Overpayment ...	53.80
Yellowhammer Tent & Event Re...	INV0018912	01/19/2023	Business License Overpayment ...	55.75
Harper Farms LLC	INV0018901	01/19/2023	Business License Overpayment ...	46.25
Hubbard McIlwain & Brakefield	INV0018903	01/19/2023	Business License Overpayment ...	669.56
Wolf Ugly Woodworks	INV0018911	01/19/2023	Business License Overpayment ...	46.25
Continental Flooring	INV0018899	01/19/2023	Business License Overpayment ...	1,639.50
J L Fain	INV0018904	01/19/2023	Business License Overpayment ...	39.38
Rose Blvd. Mini Storage, LLC	INV0018907	01/19/2023	Business License Overpayment ...	22.50
Whaley Foodservice LLC	INV0018910	01/19/2023	Business License Overpayment ...	182.33
Black Warrior Hospitality LLC	INV0018919	01/19/2023	Consumers Use Tax Refund	84.33
Black Warrior Hospitality LLC	INV0018919	01/19/2023	Sales Tax Refund	4,338.16
Best Western Catalina Inn	INV0018920	01/19/2023	Lodging Tax Refund	1,435.58
Best Western Catalina Inn	INV0018920	01/19/2023	Use Tax Refund	50.00
ADS Security L.P.	INV0018921	01/19/2023	Sellers Use Tax Refund	141.53
B & K Originals LLC	INV0018893	01/19/2023	Business License Overpayment ...	55.39
Online Marketing Pros LLC	INV0018906	01/19/2023	Business License Overpayment ...	144.00
RWC Construction LLC	INV0018908	01/19/2023	Business License Overpayment ...	722.94
Global Fire Sprinklers LLC	INV0018940	01/26/2023	Business License Overpayment ...	937.63
R S HICKS	INV0018943	01/26/2023	Business License Overpayment ...	10.00
Southern Sign Solutions Inc.	INV0018945	01/26/2023	Business License Overpayment ...	113.08
Adams Heating & Cooling, Inc.	INV0018928	01/26/2023	Business License Overpayment ...	236.54
Alabama Kitchen & Bath	INV0018929	01/26/2023	Business License Overpayment ...	31.11
Alabama Steel Components Inc	INV0018930	01/26/2023	Business License Overpayment ...	187.50
Camp Tuscoba LLC	INV0018933	01/26/2023	Business License Overpayment ...	75.00
J & J Const. Services LLC	INV0018941	01/26/2023	Business License Overpayment ...	97.94
Southern Resources Mapping L...	INV0018944	01/26/2023	Business License Overpayment ...	37.50
Doris Walker	INV0018938	01/26/2023	Business License Overpayment ...	27.50
Duncan Roofing LLC	INV0018939	01/26/2023	Business License Overpayment ...	82.65
L & C Cleaning Services	INV0018942	01/26/2023	Business License Refund	192.50
ARM Electric LLC	INV0018931	01/26/2023	Business License Overpayment ...	20.67
A B E Mini Storage	INV0018981	01/26/2023	Business License Overpayment ...	515.00
Nealynn LLC	INV0018984	01/26/2023	Business License Overpayment ...	132.59
The Scales Company	INV0018985	01/26/2023	Business License Overpayment ...	20.27
Tobacco & Beyond	INV0018992	01/26/2023	Business License Overpayment ...	100.89
Commercial Construction & Ma...	INV0018982	01/26/2023	Business License Overpayment ...	302.39
Guardian Fueling Technologies ...	INV0018983	01/26/2023	Business License Overpayment ...	21.39
Aramark Uniform Services	INV0018980	01/26/2023	Business License Overpayment ...	289.96
				13,663.04
Department: 13 - Mayor & City Council				
Tuscaloosa Blueprinting & Repr...	180922	01/19/2023	Business Cards for Mayor Hinton	58.00
Award Company of America LLC	49581	01/19/2023	Desk Bloc for Mayor Hinton	81.95
Echols Middle School	INV0018914	01/19/2023	ADMIN - Dist. Dev. Funds	200.00
Department 13 - Mayor & City Council Total:				339.95
Department: 15 - Administrative				
Cintas	1903364286	01/19/2023	Teamwear Order from March/...	649.01
Northport Gazette The	INV0018917	01/19/2023	Northport Gazette- Perm Resol...	121.80
Canon Financial Services Inc.	29854782	01/19/2023	Contract 10/1/22-12/31/22	1,112.27
Columbus Paper & Chemical	841372	01/19/2023	Columbus Paper- 4 Boxes 10lb ...	130.40
CDW Government LLC	GC87089	01/26/2023	whitney and mal adobe license ...	333.92
Alabama Power Company	INV0018924	01/19/2023	SB23192-17002	7,835.40

Expense Approval Report

Payment Dates: 1/19/2023 - 2/1/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Alabama Power Company	INV0018924	01/19/2023	SB23192-17002	1,164.40
Burnum-Hahn Exterminators Inc.	INV0018895	01/19/2023	Monthly Pest Control	75.00
Regions Bank	1129032	01/26/2023	General Obligation Bond 001-0...	15,046.17
Amazon Capital Services	13H6-FHV6-J3DLB	01/26/2023	23-1190	44.94
Moore Petroleum Co. Inc.	2301501b	01/26/2023	01-000101	479.31
Northwest Supply Co. Inc.	932505	01/26/2023	Civic Center - install plug on bac...	38.05
Amazon Capital Services	1HPG-KFH6-3FMWB	01/26/2023	23-1212	39.99
Cintas	4143631283	01/19/2023	Payer # 14353428	26.41
Amazon Capital Services	11TF-T44N-F37KB	01/26/2023	23-1191	67.26
Chamber of Commerce of West...	62555	01/26/2023	2023 annual meeting	225.00
Spire	0420679877	01/26/2023	3401 Main Ave C	2,165.65
Spire	INV0018987	01/26/2023	512 Main Ave 4973862222	291.30
U.S. Postmaster	INV0018926	01/20/2023	Box 569 Yearly Rental	388.00
U.S. Postmaster	INV0018947	01/26/2023	Box 569 Rental Fee - Addt'l Am...	36.00
Department 15 - Administrative Total:				30,270.28
Department: 16 - Legal				
Cintas	1903364286	01/19/2023	Teamwear Order from March/...	511.72
Law Office of Benjamin Jay Stuc...	20948	01/19/2023	Outsourced Legal - NRDA	200.00
CDW Government LLC	GC87089E	01/26/2023	Adobe Renewal-Legal Dept	333.92
Northport Gazette The	INV0018951	01/26/2023	Public Hearing Ad for Liens - Jan...	58.10
Department 16 - Legal Total:				1,103.74
Department: 17 - Municipal Court				
Beard Painting Inc.	INV0018922	01/19/2023	AGENDA - 8b12 Municipal Court..	15,700.00
Alabama Law Enforcement Age...	ALEA230000457	01/19/2023	LET'S ACCESS	300.00
Canon Financial Services Inc.	29854782	01/19/2023	Contract 10/1/22-12/31/22	322.58
One Source Office Products LLC	IN-13221	01/19/2023	SUPPLIES	345.00
Christopher Edward Allen	INV0018897	01/19/2023	Special Judge - 1/11/23 & 1/13/...	1,750.00
Janie Lee Mangeri Smith	INV0018905	01/19/2023	Special Prosecutor 1/13/23	625.00
One Source Office Products LLC	OE-QT-5330-1	01/19/2023	FILE FOLDERS - SUPPLIES	47.07
Moore Petroleum Co. Inc.	2301501b	01/26/2023	01-000101	166.14
Syscon Computers	INV4319688	01/26/2023	Monthly Court Software	5,391.63
Department 17 - Municipal Court Total:				24,647.42
Department: 22 - Information Technology				
C Spire Business	0000693209-27	01/19/2023	0000693209	5,940.00
A T & T	INV0018890	01/19/2023	205 333-6040 001 0548	73.53
Comcast Cable	INV0018898	01/19/2023	3500 McFarland Blvd Side 2, 83...	56.67
A T & T	6079526704	01/26/2023	831-001-2247 676	3,386.51
Comcast Cable	INV0018925	01/19/2023	1781 Harper Rd 8396 90 014 01...	21.40
Comcast Cable	INV0018936	01/26/2023	3721 26th Ave 8396 90 014 020...	20.28
CDW Government LLC	GC87089D	01/26/2023	IT - Adobe Acrobat Pro DC Licen...	667.84
Dell Marketing LP	10644772225	01/19/2023	HN4V243 Dell Server Warranty ...	2,445.08
Dell Marketing LP	10644772225	01/19/2023	HN4T243 Dell Server warranty r...	2,445.08
Dell Marketing LP	10644772225	01/19/2023	HN4W243 Dell Server Warranty...	2,445.08
Comcast Cable	INV0018935	01/26/2023	1101 Martin Luther King Blvd 8...	151.18
Comcast Cable	INV0018934	01/26/2023	3500 McFarland Blvd 8396 90 0...	95.00
Comcast Cable	INV0018937	01/26/2023	3500 McFarland Blvd OFC 8396 ...	584.15
A T & T	INV0018927	01/26/2023	205 349-1661 001 0541	74.64
Comcast Cable	INV0018993	01/26/2023	3721 26th Ave OFC 8396 90 014...	338.49
Spectrum Business	INV0018986	01/26/2023	13205 Martin Rd SPUR 8781 14 ...	117.98
Department 22 - Information Technology Total:				18,862.91
Department: 25 - Finance				
Cintas	1903364286	01/19/2023	Teamwear Order from March/...	579.86
LeCroy Richardson P.C.	1837	01/26/2023	FY22 Audit Expense	49,476.00
CDW Government LLC	GC87089C	01/26/2023	2023 Acrobat License Renewal...	333.92
Rivertree Systems Inc.	Nport235	01/26/2023	City of Northport Audit Shipt	600.00
Rivertree Systems Inc.	Nport236	01/26/2023	Nport audits Great Lake Windo...	1,931.25
LeCroy Richardson P.C.	1805	01/26/2023	FY22 Audit Expense	960.00
Department 25 - Finance Total:				53,881.03

Expense Approval Report

Payment Dates: 1/19/2023 - 2/1/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Department: 26 - Human Resources				
Cintas	1903364286	01/19/2023	Teamwear Order from March/...	435.78
Municipal Workers Compensati...	INV0018954	01/26/2023	Policy 001-2023-00183-00 Risk ...	271,291.20
Department 26 - Human Resources Total:				271,726.98
Department: 28 - Planning & Inspections				
Northport Gazette The	INV0018916	01/19/2023	Public Notice for 1/11/2023 in ...	82.25
CDW Government LLC	GC87089G	01/26/2023	Adobe Membership for Planning	667.84
Department 28 - Planning & Inspections Total:				750.09
Department: 32 - Engineering				
USI Insurance Svc LLC Alabama	4386030	01/26/2023	CONSENT 1-24-23 Renewal of B...	11,900.00
Thompson Engineering Inc	221202404	01/19/2023	Union Chapel/Hwy 69 Design	1,621.40
Thompson Engineering Inc	221202718	01/26/2023	Watermelon Rd. Improvements	2,940.00
Thompson Engineering Inc	221202720	01/26/2023	MLK Jr. Blvd. Improvements	3,000.00
ST Bunn Construction Co. Inc.	Proj. 22.01.01 Inv 1	01/26/2023	FY 2022 Resurfacing	757,072.90
TTL Inc.	2121333	01/19/2023	Downtown Streetscape Phase II ..	570.00
Thompson Engineering Inc	221202451	01/26/2023	Charlie Shirley Rd. Resurfacing	2,530.95
Thompson Engineering Inc	221202462	01/26/2023	Thompson Engineering - Invoice...	29,753.88
Alabama Power Company	INV0018892	01/19/2023	312 Main Ave St Light Controller..	128.51
CDW Government LLC	GC87089B	01/26/2023	2023 Software License Renewals	1,717.46
Alabama Power Company	INV0018924	01/19/2023	SB23192-17002	817.39
Alabama Power Company	INV0018924	01/19/2023	SB23192-17002	29,307.42
Northport Gazette The	INV0018952	01/26/2023	Adv Perm Res. 23-03 & 23-04	220.50
Department 32 - Engineering Total:				841,580.41
Department: 33 - Police				
APOSTC Law Enforcement Acad...	LEA-2210	01/26/2023	LEAT Tuition: Henry	500.00
Carrier Corporation	90249847	01/26/2023	AGENDA 1.17.23 PD Chiller Mai...	6,025.80
Fred Robertson Wrecker Service..	B37088-1	01/19/2023	PD #426 - tow bill	125.00
Northport Auto Supply Co. Inc.	100716941	01/19/2023	PD #463 - coil and plug	50.34
Tuscaloosa County Commission	182	01/26/2023	AGENDA: Metro Jail Bill Oct - D...	49,912.50
Northport Auto Supply Co. Inc.	100717027	01/19/2023	PD Truck #6919 - battery	139.38
Northport Auto Supply Co. Inc.	100717142	01/19/2023	PD #426 - trans fluid	71.88
Northport Auto Supply Co. Inc.	100717150	01/19/2023	PD #426 - clips	15.13
Northport Auto Supply Co. Inc.	100717205	01/19/2023	PD #463 - batteries	278.76
Alabama Law Enforcement Age...	ALEA23000458	01/26/2023	ALEA Invoice 2300458	3,555.00
Northport Auto Supply Co. Inc.	100717843	01/19/2023	PD #455 - coil	60.57
Mobile Communications Ameri...	665000172-1	01/26/2023	Unit 434 Radio Install	486.00
Municipal & Commercial Unifo...	397328	01/19/2023	O'Neil, Jones, Connell Uniforms	163.50
Paint Spot	N0290207	01/26/2023	PD - repair damage to ceiling til...	37.96
NAPA Auto Parts	015813	01/26/2023	23-1229	269.94
NAPA Auto Parts	015814	01/26/2023	PD #420 - rear brake rotors	148.80
Canon Financial Services Inc.	29854782	01/19/2023	Contract 10/1/22-12/31/22	655.70
Mayer Electric Supply Company ..	31097326	01/26/2023	PD - outside building light repair	47.96
CDW Government LLC	GC87089F	01/26/2023	Adobe Acrobat pro - dispatch	166.96
Alabama Power Company	INV0018924	01/19/2023	SB23192-17002	333.34
Alabama Power Company	INV0018924	01/19/2023	SB23192-17002	10,769.19
Alabama Power Company	INV0018924	01/19/2023	SB23192-17002	2,452.55
Triple Point Industries	47417	01/19/2023	BLANKET - PD monthly contract ..	102.60
City of Tuscaloosa	4995	01/19/2023	Lease of Server Space	3,750.00
Burnum-Hahn Exterminators Inc.	INV0018895	01/19/2023	Monthly Pest Control	175.00
Moore Petroleum Co. Inc.	2301501b	01/26/2023	01-000101	7,742.31
Tuscaloosa Chrysler Dodge Jeep...	512908	01/19/2023	AGENDA: Engine for Unit 419	6,480.00
Northwest Supply Co. Inc.	932504	01/26/2023	PD - change out toilet seats	168.47
NAPA Auto Parts	015978	01/26/2023	creidt invoice 015813	-154.76
Northport Auto Supply Co. Inc.	100719953	01/26/2023	PD #4906 - coil and pack plugs	247.32
Northport Auto Supply Co. Inc.	100719955	01/19/2023	Brake Drum	237.88
Northport Auto Supply Co. Inc.	100719978	01/19/2023	Creidt Orig Inv 100719955	-237.88
Alabama Association of Chiefs o...	1695	01/26/2023	AACOP Winter Conference Regi...	200.00
Glass Doctor	2-105498	01/26/2023	PD #426 - windshield	345.00
Glass Doctor	2-105499	01/26/2023	PD #9755 - windshield	345.00

Expense Approval Report

Payment Dates: 1/19/2023 - 2/1/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Tuscaloosa Tire & Service Center	N281252	01/26/2023	PD #430 - tires	821.59
Alabama Association of Chiefs o...	17447	01/26/2023	AACOP Membership Dues	100.00
Amazon Capital Services	1P7K-X6NH-36R3	01/26/2023	Camera Batteries	162.07
Amazon Capital Services	1YG9-DK39-4377	01/26/2023	Office Supplies	16.99
Business Supply & Printing	4556	01/26/2023	Jolly Business Cards	39.50
Spire	INV0018988	01/26/2023	3000 Charlie Shirley Rd 211404...	39.76
GFL Environmental Inc.	UI0000018991	01/26/2023	UI1703	327.46
Gulf States Distributors Inc.	1436553-IN	01/26/2023	Leg Irons	357.00
Gulf States Distributors Inc.	1436553-IN	01/26/2023	Waist cuffs	225.00
Pro-Vision LLC	INV2114366	01/26/2023	Body camera clips	291.29
Department 33 - Police Total:				98,047.86

Department: 35 - Fire

Northport Auto Supply Co. Inc.	100718335	01/19/2023	FD #22 - coolant hose	44.07
O'Reilly Auto Parts	1063-425184	01/26/2023	Oil Dry	79.92
Northport Auto Supply Co. Inc.	100718564	01/19/2023	FD John Deer Gator - oil filter	8.30
Northwest Supply Co. Inc.	931966	01/26/2023	FD #2 - outside spiggot leaking	14.68
Sequel Electrical Supply	S3537050.001	01/26/2023	FD #4 - engine bay light repair	15.39
Stryker Sales Corporation	4016372	01/26/2023	*AGENDA* LifePak 15 Annual ...	11,585.50
Walmart	INV0018918	01/19/2023	Clear Sheet Protectors	2.88
Alabama Power Company	INV0018924	01/19/2023	SB23192-17002	3,922.44
Sequel Electrical Supply	S3492295.002	01/26/2023	FD #4 - replace bedroom lights	23.57
Sequel Electrical Supply	S3537524.001	01/26/2023	FD #4 - bay light repairs	29.68
Burnum-Hahn Exterminators Inc.	INV0018895	01/19/2023	Monthly Pest Control	225.00
Burnum-Hahn Exterminators Inc.	INV0018932	01/26/2023	3900 Mitt Lary Road Monthly P...	45.00
Moore Petroleum Co. Inc.	2301501b	01/26/2023	01-000101	1,309.80
Amazon Capital Services	1HFX-DNJR-C3WTB	01/26/2023	CREDIT PO 23-1023	-113.14
Lowe's Home Centers Inc.	17120	01/26/2023	Toolbox for Hydrant Maintenanc...	42.74
Amazon Capital Services	1KLL-PYL7-19LW	01/26/2023	Shower Curtains - Station 1	44.97
Spire	INV0018991	01/26/2023	12301 Mitt Lary Rd 7863555555	516.01
Global Fire Sprinklers LLC	23033	01/26/2023	BLANKET- Insp, Recharge, Valve...	149.00
Walmart	INV0018953	01/26/2023	Vacuum - Station 2	97.00
Business Supply & Printing	4566	01/26/2023	Business Cards for Cameron Tay...	34.50
Paint Spot	N0290448	01/26/2023	Paint for Station 3	68.95
Paint Spot	N0290473	01/26/2023	Paint Supplies - Station 2	84.87
Alabama Fire College	7233	01/26/2023	Paramedic P2 - J. Hixon	1,655.00
Stryker Sales Corporation	2877217	01/26/2023	Preventative Maintenance - LP...	7,153.20
Department 35 - Fire Total:				27,039.33

Department: 37 - Public Works

Ander's Hardware Co. Inc.	N1186272	01/26/2023	Shirley House - coupling to repa...	13.98
ST Bunn Construction Co. Inc.	12424	01/19/2023	BLANKET - asphalt	112.18
ST Bunn Construction Co. Inc.	12428	01/19/2023	BLANKET - asphalt	395.00
ST Bunn Construction Co. Inc.	12432	01/19/2023	BLANKET - asphalt	522.98
Northport Auto Supply Co. Inc.	100717026	01/19/2023	PW Shop - stock airl filters	83.90
O'Reilly Auto Parts	1063-424505	01/19/2023	PW GT #6376 - fuel additive	152.97
Northport Auto Supply Co. Inc.	100717400	01/19/2023	PW Asphalt Truck - blower prim...	6.68
Northport Auto Supply Co. Inc.	100716719	01/19/2023	PW - stock oil filters	49.80
Northport Auto Supply Co. Inc.	100718286	01/19/2023	PW Grounds Truck #6819 - batt...	117.93
Northport Auto Supply Co. Inc.	100718419	01/19/2023	Perf.	528.57
Alabama Power Company	INV0018891	01/19/2023	1761 Harper Rd 47753-93045	87.24
TSC Service & Supply Inc.	W1101A	01/19/2023	PW Shop - 2 drums of panel bri...	504.00
Southland International Trucks ...	03CI338763	01/19/2023	PW Recycling Truck #6379 - spi...	314.90
Northport Auto Supply Co. Inc.	100718551	01/19/2023	Credit Orig Inv 100718558	-474.48
Northport Auto Supply Co. Inc.	100718553	01/19/2023	PW GTs #4188 & #4189 - transm...	538.46
Northport Auto Supply Co. Inc.	100718558	01/19/2023	Max Perf.	474.48
Northport Auto Supply Co. Inc.	100718560	01/19/2023	Credit Orig Inv 100718419	-528.57
The Vacuum Clinic Inc.	109943	01/26/2023	PW - vacuum cleaner repair	125.67
Town & Country Ford LLC	2373640	01/19/2023	PW Truck #5783 - king pins	268.50
W.H. Thomas Oil	455862	01/19/2023	DELO extended life 50/50	366.12
W.H. Thomas Oil	455862	01/19/2023	DEF 2.5 gallon	266.12
McNeilus Truck & Manufacturin...	5744326	01/19/2023	PW GT #4189 - tipper parts	686.99

Expense Approval Report

Payment Dates: 1/19/2023 - 2/1/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
G & C Supply Co. Inc.	6892423	01/19/2023	Traffic - comman der traffic dr...	782.90
Kevin Vargas Brenes	INV0018923	01/19/2023	PW - Class A Reimbursement K...	78.30
Southland International Trucks ...	03CI338813	01/19/2023	PW Recycling Truck #6379 - king..	221.22
Northport Auto Supply Co. Inc.	100719041	01/26/2023	23-1219	38.04
Northport Auto Supply Co. Inc.	100719090	01/26/2023	Credit Inv 100719041	-7.84
Northport Auto Supply Co. Inc.	100719092	01/26/2023	Recycling Truck #6379 - hub cap	41.48
Southern Pipe & Supply	7561058-00	01/19/2023	Construction - white marking fl...	72.00
CDW Government LLC	GC87089I	01/26/2023	PW - 2023 Acrobat Pro License ...	166.96
Alabama Power Company	INV0018924	01/19/2023	SB23192-17002	4,266.08
Alabama Power Company	INV0018924	01/19/2023	SB23192-17002	2,475.99
Burnum-Hahn Exterminators Inc.	INV0018895	01/19/2023	Monthly Pest Control	75.00
Eddie Harris	INV0018950	01/26/2023	PW - E. Harris Class B Renewal ...	56.25
One Source Office Products LLC	WO-7196-1	01/19/2023	Clorox Pro Clean-up	245.45
One Source Office Products LLC	WO-7196-1	01/19/2023	Mop heads	29.60
Amazon Capital Services	1DY4-DTT7-DGVV	01/26/2023	PW - HDMI extension for B. Sta...	12.99
Moore Petroleum Co. Inc.	2301501b	01/26/2023	01-000101	7,420.65
Amazon Capital Services	11Q9-KKM7-3Q6G	01/26/2023	Construction - camera battery a...	13.99
Waste Recycling Inc	0013682	01/26/2023	recycling	75.85
Southland International Trucks ...	03CI338925	01/19/2023	Recycling Truck #6379 - front dr...	479.46
Northport Auto Supply Co. Inc.	100719984	01/26/2023	PW ROW Truck #0423 - transmi...	10.67
Northport Auto Supply Co. Inc.	100720044	01/26/2023	PW ROW Truck #0423 - plugs a...	303.60
OESCO LLC	104917	01/26/2023	center drawer	68.00
OESCO LLC	104917	01/26/2023	desk shell	255.00
OESCO LLC	104917	01/26/2023	pedestal filing cabinet	462.76
OESCO LLC	104917	01/26/2023	4 name plates	119.96
Masterman's LLP	1102697213	01/19/2023	size 11	29.07
Masterman's LLP	1102697213	01/19/2023	size 12	19.07
Masterman's LLP	1102697213	01/19/2023	size 11	29.07
Masterman's LLP	1102697213	01/19/2023	size 12	19.07
Ellison's Tree Service	409	01/19/2023	tree removal on 30th Avenue	1,200.00
Ellison's Tree Service	409	01/19/2023	tree removal on Harper Road	1,350.00
Cintas	4143631264	01/19/2023	Payer # 14353601	26.16
Cintas	4143638162	01/19/2023	Payer # 14385499	820.20
Walmart	INV0018949	01/26/2023	Wax Melts for Brookes Office	24.22
Transportation South Inc.	81271P	01/26/2023	PW - stock batteries for GTs and..	175.90
Transportation South Inc.	81271P	01/26/2023	PW - stock batteries for GTs and..	175.90
Traffic Safety Store	INV906386	01/19/2023	Traffic - 7 ' long x 42" tall barric...	2,952.22
Spire	0420679877	01/26/2023	7645 Hwy 69N	15.62
Business Supply & Printing	4552	01/26/2023	yellow tags	351.40
Business Supply & Printing	4552	01/26/2023	pink tags	351.40
Spire	INV0018990	01/26/2023	1781 Harper Rd 7173423333	3,576.27
Southern Tire Mart LLC	2090050187	01/26/2023	PW KBooms - stock tires	1,399.60
Southern Tire Mart LLC	2090050188	01/26/2023	PW GTs - stock tires	1,188.00
Power and Rubber Supply	3403531	01/26/2023	PW Boom Tractor #5062 - hyd li...	77.68
Southern Pipe & Supply	7592312-00	01/26/2023	Construction - 3080 SCI curb inl...	800.00
Southern Tire Mart LLC	2090044822	01/24/2023	Credit	-147.04
Cintas	4144350032	01/26/2023	Payer # 14353601	26.16
Department 37 - Public Works Total:				36,837.75
Department: 39 - Utilities				
Pace Analytical LLC	2220388612	01/19/2023	AGENDA - BLANKET - Testing fo...	45.61
Pace Analytical LLC	2220388613	01/19/2023	AGENDA - BLANKET - Testing fo...	45.61
Pace Analytical LLC	2220388614	01/19/2023	AGENDA - BLANKET - Testing fo...	45.61
Univar Inc.	97744993	01/19/2023	Credit ALUM 22-4400	-8,981.91
Univar Inc.	50739108	01/19/2023	ALUM 22-4400	5,075.39
Univar Inc.	50797461	01/19/2023	ALUM 22-4400	5,066.77
Municipal Workers Compensati...	INV0018954	01/26/2023	Policy 001-2023-00183-00 Risk ...	67,822.80
High Cotton	138970	01/26/2023	Monthly Billing	9,265.82
Univar Inc.	50832848	01/19/2023	ALUM 22-4400	8,981.91
Ferguson Enterprises LLC	1467484	01/19/2023	3/4" T-Nuts	76.68
Ferguson Enterprises LLC	1467484	01/19/2023	3/4" Corp Stops	925.00

Expense Approval Report

Payment Dates: 1/19/2023 - 2/1/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Ferguson Enterprises LLC	1467484	01/19/2023	3/4 " Compression Couplings	1,030.50
Ferguson Enterprises LLC	1467484	01/19/2023	3/4" CTS x MIP Adapter	846.00
A T & T	INV0018889	01/19/2023	205 333-3185 276 0548	210.05
Univar Inc.	50829608	01/19/2023	Council Approved - Alum for W...	4,288.83
LeCroy Richardson P.C.	1837	01/26/2023	FY22 Audit Expense	12,369.00
Morrow Water Technologies Inc.	3019451	01/19/2023	Emergency - New Pump for #2 ...	15,164.69
Carmeuse Lime & Stone Inc.	94722828	01/19/2023	Council Approved - Lime for WTP	4,541.48
Alabama Power Company	INV0018891	01/19/2023	1761 Harper Rd 47753-93045	87.23
Northport Electrical Supply Inc.	V1015615	01/26/2023	Water Plant - replace intake on ...	2,250.00
Northport Electrical Supply Inc.	V1015615B	01/26/2023	Price diff on 23.0666 - item back..	250.00
Univar Inc.	50832849	01/19/2023	Alum 22-4400	4,912.44
Univar Inc.	97753267	01/19/2023	Credit ALUM 22-4400	-8,981.91
Univar Inc.	97753268	01/19/2023	Credit ALUM 22-4400	-10,061.85
Northport Gazette The	INV0018915	01/19/2023	Advertisement for BID 23-01 ...	104.65
Lowe's Home Centers Inc.	013108	01/19/2023	Blanket - Misc. Supplies for Inv...	16.61
Ferguson Enterprises LLC	1467484-1	01/19/2023	3/4" T-Nuts	562.32
Ferguson Enterprises LLC	1467763	01/19/2023	3" Hymax Coupling	219.06
Empire Pipe and Supply Compa...	2101361	01/19/2023	Council Approved - 5/8" Radio ...	7,350.00
USA BlueBook	232095	01/19/2023	Green Sewer Dye	107.40
Pace Analytical LLC	2335526479	01/19/2023	Council Approved - BLANKET - T...	124.50
Cintas	4143243232	01/26/2023	Payer # 14385521	129.41
Southern Pipe & Supply	7536492-00	01/19/2023	3" Threaded Gate Valve	598.57
Southern Pipe & Supply	7536492-00	01/19/2023	3" x 8" Brass Nipples	197.92
CDW Government LLC	GC87089H	01/26/2023	2023 Acrobat License Software ...	166.96
Alabama Power Company	INV0018924	01/19/2023	SB23192-17002	85,314.83
Ferguson Enterprises LLC	1463506	01/19/2023	10" Swing Lever Check for WW...	3,800.00
Moore Petroleum Co. Inc.	2301501	01/19/2023	1-000100	3,047.12
Southern Pipe & Supply	7567834-00	01/19/2023	Mortar Mix	195.00
Northwest Supply Co. Inc.	932159	01/26/2023	Close Quarters Copper Cutters	58.09
Northwest Supply Co. Inc.	932160	01/26/2023	Blanket - Misc. Repair Supplies ...	11.27
Northwest Supply Co. Inc.	932161	01/26/2023	Plumbing Valves for Alum Day T...	40.23
Carmeuse Lime & Stone Inc.	94724592	01/19/2023	Credit for over delivery	-1,139.04
Burnum-Hahn Exterminators Inc.	INV0018895	01/19/2023	Monthly Pest Control	165.00
Cynthia Davis	INV0018913	01/19/2023	Reimbursement for Water & W...	140.00
Ander's Hardware Co. Inc.	N1188915	01/26/2023	Utilities - repair heater in attic - ...	12.24
Alabama Municipal Insurance C...	004-49491	01/26/2023	Reimbursment of Deductible - C...	1,000.00
Regions Bank	1129032	01/26/2023	General Obligation Bond 001-0...	24,549.03
Verizon	9925426301	01/26/2023	642325112-00001	145.67
Tuscaloosa Scale Co. Inc.	27694	01/26/2023	Annual Calibration of Chemical ...	345.00
Eco-Tech Inc.	230130	01/26/2023	Rebuild Kit for Fr. Lary Finish P...	420.98
Cintas	4143636549	01/19/2023	Payer # 14385564	153.58
Cintas	4143636796	01/19/2023	Payer # 14385434	320.38
Spire	INV0018946	01/26/2023	Northwood Garden Dr 8729513...	19.29
Pace Analytical LLC	2335527388	01/26/2023	Council Approved - BLANKET - T...	1,459.70
Pace Analytical LLC	2335527525	01/26/2023	Council Approved - BLANKET - T...	425.20
Winfield Tool & Equipment Ren...	82547-2	01/26/2023	Blanket - Equipment Rentals	127.50
Consolidated Pipe & Supply Co...	9430023-000-000	01/26/2023	6" x 7" PVC Wrap	271.52
Consolidated Pipe & Supply Co...	9430023-000-000	01/26/2023	8" x 7" PVC Wrap	321.60
Consolidated Pipe & Supply Co...	9430023-000-000	01/26/2023	8" x 7" DI Wrap	331.84
Consolidated Pipe & Supply Co...	9430023-000-000	01/26/2023	2" x 7" Repair Wraps	692.25
Consolidated Pipe & Supply Co...	9430023-000-000	01/26/2023	6" x 7" DI Wrap	138.68
Lowe's Home Centers Inc.	02618	01/26/2023	Blanket - Misc. Supplies for Inv...	25.62
USA BlueBook	239641	01/26/2023	Lab Supplies for WWTP	1,148.00
USA BlueBook	239641	01/26/2023	Gloves for WWTP	366.20
Cintas	4143928987	01/26/2023	Payer # 14385521	410.76
Southern Pipe & Supply	7024995-02	01/26/2023	2" Full Face Gaskets	14.30
Spire	INV0018989	01/26/2023	1000 Harpercreek Dr 36982233...	17.53
Amazon Capital Services	1MW P-7DRJ-6TYF	01/26/2023	Screen Protector for Lead Oper...	7.86
Amazon Capital Services	1MW P-7DRJ-6TYF	01/26/2023	Case for Lead Operator Phone	46.90
Amazon Capital Services	169Q-MQ7R-HQRP	01/26/2023	Safco Printer Stand	84.67

Expense Approval Report

Payment Dates: 1/19/2023 - 2/1/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Amazon Capital Services	1FXV-DMCR-FKDT	01/26/2023	Otterbox Case for iPhone SE	22.47
Pace Analytical LLC	2335527980	01/26/2023	Council Approved - BLANKET - T...	400.50
Harcros Chemicals	330135021	01/26/2023	Council Approved - Chlorine for...	5,700.00
Southern Pipe & Supply	7553475-00	01/26/2023	1" DI Tapping Bits	446.18
Southern Pipe & Supply	7553475-00	01/26/2023	3/4" DI Tapping Bits	313.84
Southern Pipe & Supply	7607020-00	01/26/2023	Blue Marking Flags	240.00
USA BlueBook	244897	01/26/2023	Lab Supplies for WWTP	124.50
USA BlueBook	244906	01/26/2023	Programmable Jar Tester for W...	4,041.45
Cintas	4144355045	01/26/2023	Payer # 14385564	71.61
Cintas	4144355505	01/26/2023	Payer # 14385434	636.70
Hydra Service Inc.	165373	01/26/2023	Service Bypass Pump at #2 PS	568.25
Patrick's Wastewater Services L...	200	01/26/2023	Council Approved - Contract ser...	1,215.00
OESCO LLC	104111	01/26/2023	Perforated Card Stock Receipts ...	315.99
LeCroy Richardson P.C.	1805	01/26/2023	FY22 Audit Expense	240.00
Department 39 - Utilities Total:				263,678.44
Department: 40 - Williamson Cemetery				
Alabama Power Company	INV0018924	01/19/2023	SB23192-17002	36.20
Department 40 - Williamson Cemetery Total:				36.20
Department: 41 - Outside Agency Funding				
City of Tuscaloosa	5096	01/19/2023	Metro Animal Shelter Improve...	171.33
City of Tuscaloosa	FY22 FINAL	01/19/2023	Metro Animal Shelter Improve...	16.10
Department 41 - Outside Agency Funding Total:				187.43
Department: 45 - 2019 Additional Sales Tax				
TTL Inc.	2121183	01/19/2023	Rose Blvd. Property Recreationa..	7,050.00
Southeast Appraisals Inc.	23015	01/26/2023	appraisal	500.00
Department 45 - 2019 Additional Sales Tax Total:				7,550.00
Grand Total:				1,690,202.86

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	570,888.74
08 - TCRIC FUND	16,521.40
12 - COURT CORRECTIONS FUND	49,912.50
19 - GASOLINE EXCISE TAX FUND	786,826.78
22 - MUNICIPAL COURT JUDICIAL ADMIN FUND	2,375.00
50 - WATER & SEWER FUND	263,678.44
Grand Total:	1,690,202.86

Account Summary

Account Number	Account Name	Payment Amount
01-13-105-50245	Development Funds - Distr..	200.00
01-13-110-50104	Printing & Duplication	58.00
01-13-110-50203	Presentations & Awards	81.95
01-15-000-50102	Postage	424.00
01-15-000-50105	Office Supplies	107.25
01-15-000-50111	Software - License & Main...	333.92
01-15-000-50112	Advertising	121.80
01-15-000-50126	Office Equipment - Lease	1,112.27
01-15-000-50289	Non-Uniform Shirts and T...	649.01
01-15-000-50312	Cell Phones	44.94
01-15-000-50356	Janitorial Supplies - City H...	130.40
01-15-000-50357	Janitorial Contracts - City ...	26.41
01-15-000-50359	Fuel & Oil	479.31
01-15-000-50383	Repair - Facilities	38.05
01-15-000-50400	Training	225.00
01-15-000-50501	Utilities - Power	7,835.40
01-15-000-50561	Pest Control	75.00
01-15-000-50590	Utilities - Other	3,621.35
01-15-600-70009	2019 Series Warrants	15,046.17
01-16-000-50111	Software - License & Main...	333.92
01-16-000-50112	Advertising	58.10
01-16-000-50247	Outsourced Legal Services	200.00
01-16-000-50289	Non-Uniform Shirts and T...	511.72
01-17-000-50105	Office Supplies	392.07
01-17-000-50126	Office Equipment - Lease	322.58
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
01-17-000-50359	Fuel & Oil	166.14
01-17-600-80003	Public Buildings	15,700.00
01-22-000-50109	Equipment - Routers & Se...	7,335.24
01-22-000-50111	Software - License & Main...	667.84
01-22-000-50348	Utilities - Internet	10,859.83
01-25-000-50111	Software - License & Main...	333.92
01-25-000-50201	Audit Expense - Internal	50,436.00
01-25-000-50289	Non-Uniform Shirts and T...	579.86
01-25-000-50433	Taxpayer Business Audit E...	2,531.25
01-26-000-50289	Non-Uniform Shirts and T...	435.78
01-26-000-50320	Worker's Comp Insurance ...	271,291.20
01-28-000-50111	Software - License & Main...	667.84
01-28-117-50112	Advertising - ZBA	82.25
01-32-000-50111	Software - License & Main...	1,717.46
01-32-000-50112	Advertising	220.50
01-32-000-50503	Utilities - Power - Traffic S...	817.39
01-32-000-50504	Power - Street Lights	29,435.93
01-32-600-81001	Downtown Streetscape - P...	570.00
01-32-600-81003	MPO - Watermelon Road	2,940.00
01-32-600-81004	MPO - Charlie Shirley Road	2,530.95

Account Summary

Account Number	Account Name	Payment Amount
01-33-000-50100	Dues	266.96
01-33-000-50104	Printing & Duplication	39.50
01-33-000-50105	Office Supplies	16.99
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	655.70
01-33-000-50175	Sundry Expense	162.07
01-33-000-50218	A.C.J.I.C. Computer - L.E.T...	3,555.00
01-33-000-50235	Detention Equipment and...	582.00
01-33-000-50283	Uniforms	163.50
01-33-000-50288	Uniform Accessories	291.29
01-33-000-50359	Fuel & Oil	7,742.31
01-33-000-50361	Maintenance & Repair - P...	254.39
01-33-000-50363	Maintenance Contracts - ...	6,128.40
01-33-000-50367	Maintenance & Repair - V...	9,243.95
01-33-000-50402	Training - Departmental	700.00
01-33-000-50502	Utilities - Power	10,769.19
01-33-000-50562	Pest Control	175.00
01-33-000-50563	Utilities - Power - Commu...	2,452.55
01-33-000-50590	Utilities - Other	367.22
01-33-600-80000	Equipment	486.00
01-35-210-50104	Printing & Duplication	34.50
01-35-210-50105	Office Supplies	2.88
01-35-210-50111	Software - License & Main...	7,153.20
01-35-210-50359	Fuel & Oil	1,309.80
01-35-210-50402	Training - Departmental	1,655.00
01-35-210-50410	Maintenance & Repair - E...	193.07
01-35-210-50411	Maintenance & Repair - R...	8.30
01-35-210-50412	Maintenance & Repair - T...	11,585.50
01-35-210-50500	Utilities - Power	3,922.44
01-35-210-50520	Utilities - Natural Gas	516.01
01-35-210-50560	Pest Control	270.00
01-35-211-50279	Living Quarters Supplies - ...	44.97
01-35-212-50257	Hand Tools & Equipment -...	42.74
01-35-212-50279	Living Quarters Supplies - ...	97.00
01-35-212-50360	Maintenance - Station 2	84.87
01-35-212-50380	Repairs - Station 2	14.68
01-35-213-50360	Maintenance - Station 3	68.95
01-35-214-50360	Maintenance - Station 4	23.57
01-35-214-50380	Repairs - Station 4	45.07
01-35-218-50227	Equipment - Engine 4	79.92
01-35-221-50242	Medical Supplies - Engines	-113.14
01-37-310-50104	Printing & Duplication	702.80
01-37-310-50106	Office Equipment	26.98
01-37-310-50107	Office Furniture	785.76
01-37-310-50111	Software - License & Main...	166.96
01-37-310-50234	Supplies - Administrative	119.96
01-37-310-50261	Contract Shirts & Pants	872.52
01-37-310-50277	Janitorial Supplies	424.94
01-37-310-50307	Tree Trimming Services	2,550.00
01-37-310-50359	Fuel & Oil	8,052.89
01-37-310-50400	Training	134.55
01-37-310-50458	Landfill - Advanced Dispos...	75.85
01-37-310-50500	Utilities - Power	4,353.32
01-37-310-50503	Power - Traffic Signals	2,475.99
01-37-310-50520	Utilities - Natural Gas	3,591.89
01-37-310-50560	Pest Control	75.00
01-37-312-50234	Supplies - Construction	1,902.16

Account Summary

Account Number	Account Name	Payment Amount
01-37-314-50238	Personal Safety Supplies -...	48.14
01-37-315-50238	Personal Safety Supplies -...	48.14
01-37-316-50234	Supplies - Shop	637.70
01-37-320-50360	Maintenance - Garbage T...	1,216.86
01-37-320-50380	Repairs - Garbage Trucks	1,378.42
01-37-321-50380	Repairs - Heavy Equipment	77.68
01-37-322-50380	Repairs - Heavy Trucks	6.68
01-37-323-50360	Maintenance - Trash Truc...	1,575.50
01-37-324-50360	Maintenance - Vehicles	117.93
01-37-324-50380	Repairs - Light Duty Vehic...	582.77
01-37-328-50234	Supplies - Traffic	3,735.12
01-37-330-50360	Maintenance - Shirley Pla...	13.98
01-37-331-50380	Repairs - Recycling Trucks	1,087.26
01-40000	Business License	7,613.44
01-40-000-50500	Utilities - Power - William...	36.20
01-40001	City Sales Taxes	6,049.60
01-41-000-50803	Metro Animal Shelter	187.43
01-45-000-54000	Enjoy	7,050.00
01-45-000-54002	Sports Complex	500.00
08-32-600-80001	Infrastructure	1,621.40
08-32-600-80002	Land Acquisition	11,900.00
08-32-600-81005	MLK Improvements Project	3,000.00
12-33-000-50233	Metro Jail Expenses	49,912.50
19-32-000-60062	Resurfacing Projects - City	786,826.78
22-17-000-50373	Judicial Services	2,375.00
50-39-510-50012	Worker's Comp Insurance	67,822.80
50-39-510-50100	Dues	140.00
50-39-510-50107	Office Furniture	84.67
50-39-510-50111	Software - License & Main...	166.96
50-39-510-50112	Advertising	104.65
50-39-510-50261	Contract Shirts and Pants	1,722.44
50-39-510-50305	Contract Services	1,215.00
50-39-510-50312	Cell Phones	222.90
50-39-510-50339	Claims & Damages	1,000.00
50-39-510-50359	Fuel & Oil	3,047.12
50-39-510-50473	Inventory Supplies	42.23
50-39-510-50500	Utilities - Power	85,402.06
50-39-510-50510	Utilities - Telephone	210.05
50-39-510-50520	Utilities - Natural Gas	36.82
50-39-510-50550	Pest Control	165.00
50-39-511-50105	Office Supplies	315.99
50-39-511-50201	Audit Expense	12,609.00
50-39-511-50470	Billing Services	9,265.82
50-39-512-50300	Chemicals	9,402.11
50-39-512-50309	Hand Tools and Equipment	4,041.45
50-39-512-50336	Repairs	2,552.47
50-39-512-50360	Maintenance	765.98
50-39-512-50454	Testing & Professional Ser...	2,409.90
50-39-513-50313	Laboratory Supplies	1,272.50
50-39-513-50321	Safety Equipment	366.20
50-39-513-50336	Repairs	3,800.00
50-39-513-50454	Testing & Professional Ser...	136.83
50-39-514-50309	Hand Tools and Equipment	818.11
50-39-514-50430	Equipment Rental	127.50
50-39-514-50431	Construction & Repair Su...	6,584.91
50-39-514-50477	Water Meters	7,350.00
50-39-515-50389	Maintenance - Collections...	15,164.69
50-39-515-50431	Construction & Repair Su...	195.00

Account Summary

Account Number	Account Name	Payment Amount
50-39-515-50457	System & Infrastructure ...	568.25
50-39-600-70009	2019 Series Warrants	24,549.03
	Grand Total:	1,690,202.86

Project Account Summary

Project Account Key	Payment Amount
None	1,690,202.86
Grand Total:	1,690,202.86



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: February 6, 2023

SUBJECT: PO Request for bay door replacement at Fire Station #1, \$13,490.00

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This is a PO Request for the replacement of the south bay door at Northport Fire Station #1. The springs and hinges are broken on the current door. It is proposed that Overhead Door of Tuscaloosa complete the repairs for a total cost of \$13,490.00.

Recommendation:

Council approve this PO Request

Funding Source/GL Code:

GL Code No. 01-35-211-50380 Amount: \$13490.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$13490.00 _____ to _____.

Overhead Door of Tuscaloosa

Overhead Door of Tuscaloosa
1181 Whigham Place
Tuscaloosa, AL. 35405
Phone (205) 345-8588
Fax (205) 345-5594

Shipping Address
1181 Whigham Place
Tuscaloosa, AL 35405
Telephone: Same
Fax: Same

The Genuine. The Original.



Proposal #: 2-28403

PROPOSAL SUBMITTED TO: CITY OF NORTHPORT				Date 12/13/2022		Attention			
STREET				Job Name FIRESTATION # 1					
City		State		Zip Code		Job Location NORTHPORT, AL			
Phone Number		Fax Number		Job Phone					
ITEM #	QTY	SERIES	DOOR WIDTH	DOOR HEIGHT	OPENING WIDTH	OPENING HEIGHT	OPERATION	HEAD ROOM	JAMB TYPE
1	1	3295R							

FURNISH AND INSTALL:

ABOVE DOOR IS A CHI MODEL 3295R COMMERCIAL ALUMINUM

COLOR: ALUMINUM

3RD AND 4TH SECTION HAS 1/8" TEMPERED GLASS

TOP AND SIDE SEAL

SOLID SHAFT

RECONNECT EXISTING OPERATOR(NO WARRANTY)

THE GLASS ON THE OLD DOOR HAS BEEN TINTED, WILL NEED TO BE DONE BY OTHERS IF WANTED ON NEW DOOR

- This proposal includes and is based on our standard insurance coverage.

This proposal is valid for 15 days AND is subject to change without notice including a price change.. Price will be confirmed at time of order / acceptance.

- Un-restricted access to each opening is required. If not, additional charges will apply.

We hereby propose to complete in accordance with above specification, for the sum of:

Thirteen Thousand Four Hundred Ninety Dollars and No Cents

13,490.00

Signature

Scott Pate
Scott Pate General Manager

Direct Dial: 205 345 8588

TERMS AND CONDITIONS

Payment to be made as follows:

Prices subject to change if not accepted in TBD days.

PRICES SUBJECT TO CHANGE WITHOUT NOTICE. BY OTHERS: Jambs, spring pads, all wiring to motors and control stations, unless otherwise stated above, are not included. Purchaser agrees that doors shall remain in Seller's possession until paid in full. In the event Purchaser breaches or defaults under the terms and provisions of this Agreement, the Purchaser shall be responsible for the costs of collection, including reasonable attorneys' fees. There shall be a 1 1/2% service charge per month for all payments due and owing after 30 days. (Agreements are contingent upon strikes, accidents, or delays beyond our control.) Quote is based on and includes our standard insurance coverage. PLEASE SIGN, DATE AND RETURN TO SENDER TO ACCEPT PROPOSAL, IN MOST CASES A DEPOSIT WILL BE REQUIRED TO ORDER MATERIAL.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: _____

Signature

Title

Date of Acceptance



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: February 6, 2023

SUBJECT: PO Request for Holmatro Extrication Tools, \$23,999.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This is a Purchase Order Request for the purchasing of Holmatro Extrication Tools ("Jaws of Life") through NAFECO per H-GAC Contract #EE08-19.

The set we intend to purchase include the following: one cutter, one spreader, one battery, one battery charger, one charge cord, and one power cord.

Recommendation:

Council approve this request

Funding Source/GL Code:

GL Code No. 01-35-600-80000 Amount: \$23,999.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$ 23999.00 _____ to _____.

**NAFECO**

Mailing: 1515 W Moulton St
(2601 Beltline Road)
Decatur, AL 35601
(800) 628-6233
info@nafeco.com

Quotation

Q0023012543926

Date: 2023-01-25**Expires:** 2023-02-24**FOB:** Destination

Customer Number: NOR700
Customer Information: CITY OF NORTHPORT
Address: Attn:
5500 Highway 69 North
NORTHPORT, AL 35473

Attention: Roger Potter
Phone: 205-657-4710
Email: rpotter@cityofnorthport.org
Prepared By: Luke Reaves

Item #	Description	Qty	Each	Total
159.000.063-D	Holmatro Pentheon Cutter, PCU50, D-Stock	1	\$10,067.00	\$10,067.00
159.000.064-D	Holmatro Pentheon Spreader, PSP40, D-Stock	1	\$10,300.00	\$10,300.00
151.000.583-D	Holmatro Pentheon Battery PBPA287, D-Stock	4	\$625.00	\$2,500.00
151.000.742-D	Holmatro Pentheon Charger Battery, AC, PBCH2, D-Stock	2	\$470.00	\$940.00
151.000.499-D	Holmatro Pentheon On-Tool Charge Cord, POTC1, D-Stock	2	\$90.00	\$180.00
151.000.503-D	Holmatro Pentheon Daisy Chain Power Cord, DCPC1, D-Stock	1	\$12.00	\$12.00
				Total: \$23,999.00

tax & freight to be determined

Notes: Price includes shipping and training. Price good for HGAC purchase. HGAC contract #EE08-19.

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: nafeco.com



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: February 6, 2023

SUBJECT: PO Requisition, KPS Group Contract - Comprehensive Plan 2023 - \$314,470.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

KPS Group was rewarded the Comprehensive Plan for the City of Northport. The contract for their work is \$314,470.00.

Recommendation:

To approve the consent agenda item.

Funding Source/GL Code:

GL Code No. 01-15-600-80001 Amount: \$314,470.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$314,470.00 to KPS Group.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

**AGREEMENT TO FURNISH PROFESSIONAL SERVICES
TO THE CITY OF NORTHPORT, ALABAMA, FOR
Comprehensive Plan Update and Related Code
Updates and Studies**

WHEREAS, the City of Northport's current comprehensive plan was last fully updated in 2006, at which time the City developed a city-wide land use plan, and

WHEREAS, it is timely and necessary to conduct a comprehensive plan update to connect the smaller, area planning efforts that have been ongoing since that time, and

WHEREAS, the City of Northport's Comprehensive Plan update will be a city-wide effort that addresses infrastructure, transportation, housing, and land use, and

WHEREAS, the City of Northport and the CONSULTANT firm designated herein, desire to enter into an agreement to furnish professional study and consult services to the City for the Project described herein.

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

THIS AGREEMENT is made and entered into on this the _____ day of _____, 2022, by and between the City of Northport, Alabama, a Municipal Corporation, Post Office Box 569, Northport, Alabama, 35476, hereinafter sometimes referred to as the "CITY" or the "OWNER" and the firm of KPS Group, Inc., located at Bakers Row, Suite 100, 60 14th Street South, Birmingham, Alabama, 35233, hereinafter referred to as the "CONSULTANT," whereby the CONSULTANT will provide professional consult and study services in the form of studies, evaluations, plans, and reports as described herein to the OWNER through individuals possessing a high degree of professional skill where the personality of the individual(s) will play a decisive role for the consideration hereinafter set forth, as follows:

ARTICLE 1. SCOPE OF SERVICES (THE PROJECT)

The scope of services to be provided by the CONSULTANT to the OWNER are as follows:

The CONSULTANT shall perform necessary studies and update the City of Northport's Comprehensive Plan, Zoning Ordinance, and Subdivision Regulations.

Without limiting the generality of the foregoing, specifically the scope of services to be performed by CONSULTANT are as more particularly set forth in the attached document entitled General Scope of Services, which is attached hereto and adopted herein by reference as Exhibit "A". In the event of a conflict between the provisions hereof and that of Exhibit "A", the provisions hereof shall prevail. Any changes in the scope of services as set forth herein or in Exhibit "A" shall only be by amendment, in writing, duly authorized and executed by the parties.

ARTICLE 2. BASIS OF COMPENSATION

As consideration for providing the services enumerated and referenced in Article 1, the OWNER shall pay the CONSULTANT in the following manner:

A. COMPENSATION

Compensation to CONSULTANT shall generally be based on the approved Cost Structure attached as Exhibit "B."

The total compensation to CONSULTANT for all the services as stated in Article 1 shall not exceed \$ 314,470.00.

The amount invoiced each month will be in accordance with the Cost Structure reflected in Exhibit "B". CONSULTANT shall submit documentation satisfactory to OWNER to support said fee.

The CONSULTANT shall obtain a business license from the City as otherwise required by law of all business activity within the city or its police jurisdiction.

B. COST ADJUSTMENT

- (1) The CONSULTANT will complete the work described herein within the total cost established and will keep the OWNER informed of progress. The CONSULTANT shall keep the OWNER advised as the Work proceeds regarding any factors, occurrences, or developments, that may necessitate modifications, or revisions of the original Scope of Services.
- (2) In the event that services started in the Scope of Services cannot, in the CONSULTANT'S opinion, be completed within the total cost, the CONSULTANT will inform the OWNER in a timely manner of the additional estimated amounts considered necessary to complete the services as may be added in scope by mutual agreement, so that a new total cost may be authorized by the OWNER through an Amendment to this Agreement.
- (3) Basis of Costs

The total cost listed herein at Article 2, Subsection A, is based on salaries and

expenses for performing services during the calendar years _____ through 2023—2024. Should the services scheduled be delayed beyond completion date because of circumstances beyond the control of the CONSULTANT, the basis of payment may be renegotiated to provide for additional costs of services through an Amendment to this Agreement as herein provided.

(4) Suspension, Delay, or Interruption of Work

The OWNER may suspend, delay, or interrupt the work of the CONSULTANT on the PROJECT for the convenience of the OWNER for any reason.

In the event such suspension, delay, or interruption of work necessitates an adjustment in the total compensation due the CONSULTANT, the CONSULTANT shall immediately so inform the OWNER in writing, and an adjustment may be made for any reasonable increases in the cost of the CONSULTANT'S performance under this Agreement, including personnel relocation and/or replacement costs and all other identifiable labor and expense costs through an Amendment to this Agreement as herein provided.

D. LITIGATION ASSISTANCE

The scope and extent of professional study and consult services to be provided under this Agreement does not include costs of the CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the OWNER, except for suits or claims between the parties to this Agreement. However, documents, studies and any data or information or any other instrument of service otherwise resulting from the performance of the Agreement by the CONSULTANT may be utilized by the OWNER in bringing, defending, or otherwise assisting in litigation undertaken or defended by the OWNER without any additional costs to the OWNER.

If litigation assistance services are requested by the OWNER, the CONSULTANT will provide the same and shall be compensated on a cost reimbursable basis in accordance with Article 2 and 3.

E. TIME OF COMPLETION

The CONSULTANT shall substantially complete all work and provide final instruments of service to OWNER on the project by July 1, 2024.

ARTICLE 3. PAYMENT FOR SERVICES

Payment of compensation to the CONSULTANT, as prescribed in ARTICLE 2, shall be made as follows:

A. PAYMENT FOR SERVICES

For all services described and referenced in Article 1 payment is due within thirty (30) days of receipt of billing, for services rendered during the month. The OWNER shall be invoiced monthly by CONSULTANT. The invoice format will be to the satisfaction of the OWNER, as described below.

B. INVOICES

Each invoice of CONSULTANT shall specify the contract number in regard to which the services have been performed. Each invoice of CONSULTANT shall include the approximate percentage complete of each task.

OWNER will remit payment to CONSULTANT within thirty (30) days from receipt of invoice.

Provided; however, the OWNER may delay payment for a reasonable time on all or any portion of an invoice, without the accrual of any interest or charges, on the basis of improper, contested or inadequate explanation of invoices by CONSULTANT.

In the event of such disputed or contested invoice, the OWNER shall only withhold that portion so contested, and the undisputed portion shall be paid in accordance with the provisions herein. The OWNER will exercise reasonableness in contesting any invoice or portion thereof.

C. INTEREST

If payment of the amounts due, or any portion thereof, is not made within sixty (60) days of receipt of billing, interest on the unpaid balance thereof will accrue at the rate of one and one-half percent (1.5%) per month and become due and payable at the time said overdue payments are made, subject to the OWNER's right to contest an invoice.

D. EXCEPTION

No invoice or expense shall be payable if it violates applicable regulations of a State or Federal agency that is providing all or a portion of the funds or is not approved by such State or Federal agencies for payment, in which case CONSULTANT shall reimburse the City any sums erroneously paid. Under such circumstances, CONSULTANT shall take the necessary measures to insure that any such violations are rectified.

ARTICLE 4. OBLIGATIONS OF THE CONSULTANT

- A. CONSULTANT** shall perform services for the OWNER as stated in and referenced by Article 1 hereof.

B. OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES.

That the opinions of any cost, financial analyses, and economic feasibility projections for the Scope of Services provided for herein or requested by the OWNER are to be prepared by the CONSULTANT for the OWNER'S use through exercise of the CONSULTANT'S experience and judgment in applying presently available cost, pricing, or other data.

While the OWNER shall have the right to reasonably rely upon such information as a reasonable approximation or estimate based upon the professional judgment and services of the CONSULTANT, it is recognized that the CONSULTANT has no control over cost and market conditions and time or quality of performance by third parties. It is also recognized that the CONSULTANT has no control over other economic and operational factors which may materially affect the ultimate cost or schedule of work or projects undertaken by OWNER subsequent to and based upon CONSULTANT'S studies or other work.

Therefore, while the CONSULTANT does represent to the OWNER that such information represents the best professional judgment of the CONSULTANT as a reasonable estimate or approximation, it does not warrant that the actual, financial cost or schedules will not reflect some relative degree of variance from the CONSULTANT'S opinions of cost, financial analyses, and economic feasibility projections.

C. LEVEL OF COMPETENCE

The CONSULTANT shall be responsible, to the level of competence presently maintained by other practicing professional organizations engaged in the same type of professional personal services in the southeastern United States, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Agreement.

D. STAKEHOLDER MEETINGS AND CITY PROJECT TEAM MEETINGS

The CONSULTANT or a representative of CONSULTANT must conduct, at a minimum, eight public meetings with Planning Commission members, elected officials, non-governmental organization entities, citizens at large, and neighborhood representatives to discuss and collect data. The CONSULTANT must develop a citizen participation plan to define a collaborative effort with stakeholders, public, city, and affected organizations.

Consultant would be expected to collect data from no less than ten (10) affected organizations/groups.

During the term of this agreement, CONSULTANT shall attend at least one meeting per month of the OWNER'S City Project Team to brief the members thereof on the progress of the project.

E. REPORTS, INTELLECTUAL PROPERTY, AND OWNERSHIP OF DOCUMENTS

Periodic Reports: CONSULTANT shall, at such time and in such format as the City's representative may require, furnish such periodic reports concerning the status of the project as may be requested by the City's representative. During the course of providing services, the CONSULTANT shall furnish the City, upon request, with copies of all documents and other materials prepared and developed in relation with or as part of the project. Such a request shall be reasonable and within normal business practices for such work.

Final Plans and Reports: The final plans, drawings, specifications, periodic reports, final reports or other documents generated by the CONSULTANT as instruments of service pursuant to this agreement, are considered work made for hire and shall be the property and intellectual property solely of the City of Northport as OWNER. As instruments of service such documents may be used by the OWNER in subsequent phases of the project or program which is the subject of this Agreement, for future improvements, repairs or expansions of and connections to the project or program, on subsequent projects or programs utilizing in whole or in part information or data in the instruments of service of the CONSULTANT and also for reference and other information on other projects or programs all without any further compensation to or approval by the CONSULTANT. The OWNER may also make submissions or distributions of any such instruments of service of the CONSULTANT to meet official regulatory requirements or for other purposes in connection with the operations or business of the OWNER without any further compensation to or approval by the CONSULTANT. The CONSULTANT shall take the necessary measures to ensure that the OWNER has the same rights as regards all subconsultants' instruments of service.

City Logo and Name: The CONSULTANT shall not use the City of Northport's name or insignia or logo in any magazine, trade paper, newspaper, advertisement or other medium without first obtaining the written consent of the OWNER.

Critical Infrastructure information: Pursuant to Ala. Code §36-12-40 (1975) as amended by Acts of Alabama 2004-487, neither the CONSULTANT its officers, agents, employees or any subconsultant, shall at any time allow the dissemination or copying of any information exempted from public disclosure by this section, which specifically provides the location of critical infrastructure or critical energy infrastructure as defined in 42 U.S.C. §5195c(e) and 18 C.F.R. §388.113(c)(1), as amended, belonging to or provided to the OWNER.

Ownership of Non Instruments of Service: With the exception of instruments of service as previously identified herein, the parties acknowledge and agree that the intellectual property of either party shall remain the property of the respective party, including intellectual property developed by the CONSULTANT during the course of this agreement such as working papers which include, but are not limited to, preliminary drawings and sketches, calculations, proprietary techniques, procedures

or programs, project notes, memoranda, non-owner correspondence, etc., developed or employed in the performance of services to the OWNER which shall belong exclusively to the CONSULTANT or its subconsultants. The CONSULTANT shall clearly mark and identify any such documents or materials that are not instruments of service it deems intellectual property and/or copyrighted information. To the extent they are identified as such, the OWNER will take steps reasonably necessary with its employees with respect to the use, copy, protection, and security of such intellectual property of CONSULTANT.

Provided; however, the OWNER is granted a perpetual license by CONSULTANT to utilize any of such CONSULTANT's intellectual property or copyrighted material in its possession for and on behalf of its internal operations, as well as maintenance, construction and repair of the project which was the subject of the agreement or in reference to any program developed or implemented utilizing the services of the CONSULTANT pursuant to this agreement without further approval or compensation to the CONSULTANT. Such license also extends to the right of the OWNER to utilize such intellectual property or copyrighted material during the course of any judicial, mediation, arbitration, or administrative proceeding, regardless of whether the matter concerns CONSULTANT or the services or project to which this agreement pertains. The OWNER's license also extends to making submissions or distributions of such intellectual property or copyrighted material of CONSULTANT to meet official regulatory or statutory requirements or for other purposes in connection with the project or program and future improvements, repairs or expansions of and connections to the project. Any of such submissions or distributions or usage of CONSULTANT's intellectual or copyrighted material shall not be an infringement and shall not be construed as publication or use in derogation of the CONSULTANT'S rights.

F. RECORDS AND INSPECTIONS

CONSULTANT shall maintain complete and accurate records with respect to all matters performed pursuant to this agreement. The City shall have free access at all proper and reasonable times to such records and the right to examine and audit the same and to make transcripts therefrom and to inspect all program data, documents, proceedings and activities of CONSULTANT in regard to the project. Such inspection shall not be in violation of confidentiality guarantees as elsewhere provided herein.

G. EFFECT OF STATE AND FEDERAL LAWS AND REGULATIONS.

The Scope of Services as defined herein and as provided by CONSULTANT are based upon those federal and state laws, regulations or requirements in effect on the date of execution of this agreement. State or federal laws, regulations or requirements enacted or promulgated after the date of said execution shall automatically be incorporated by CONSULTANT into the Scope of Services to the

extent applicable. If such incorporation substantially increases the level of effort required of the CONSULTANT, the basis of the compensation as defined herein shall be subject to renegotiation between the parties. It shall be the responsibility of the CONSULTANT to promptly notify OWNER of any such changes in state or federal laws or regulations or requirements which would affect his/her scope of services or level of effort.

H. CONFIDENTIALITY

All documents, information, memoranda and all other such written or verbal information provided by the City to CONSULTANT shall be held strictly confidential by CONSULTANT and any of its subcontractors and shall not, without the prior written consent of the OWNER, be used for any purpose other than the performance of this agreement, nor be disclosed to any other entity not connected with the performance of this agreement. Any entities requesting such information shall be directed by CONSULTANT to contact OWNER's representative.

I. CONFLICTS OF INTEREST

The CONSULTANT represents and warrants to the OWNER that neither it nor any of its subconsultants are aware of any conflict of interest which exists or could arise by means of its provision of services to the OWNER pursuant to the terms and conditions of this agreement. This is an exclusive personal service agreement and CONSULTANT will not represent the interest of any other person, firm or entity that conflicts with the interest of the OWNER in regard to the subject matter of this agreement or the performance of services pursuant to the terms and conditions hereof.

It is understood by and between the parties hereto that neither the CONSULTANT nor any of its officers, agents or employees nor any sub consultant to the CONSULTANT nor any subsidiary, parent entity, principal officers nor any entity having a beneficial interest in any of the same, may submit a bid or proposal in response to any request for proposals or advertisement for bids resulting from the services provided in whole or in part pursuant to this agreement.

ARTICLE 5. OBLIGATIONS OF THE OWNER

A. OWNER-FURNISHED DATA

The OWNER shall provide to the CONSULTANT all technical data in the OWNER's possession, including previous reports, maps, surveys, and all other information in its possession that the CONSULTANT informs OWNER's representative is needed and relating to the CONSULTANT'S work on the PROJECT. Such information shall include, but not be limited to, the OWNER'S requirements for the PROJECT, and any criteria or constraints known to Owner. Unless otherwise indicated by the OWNER, the CONSULTANT may reasonably rely upon the adequacy of the information

provided by the OWNER in performing CONSULTANT'S services to the OWNER, subject to the same recognitions and caveats applicable to CONSULTANT's information as provided herein at Article 4. B. and with the further recognition that the OWNER is not responsible for the adequacy or accuracy of information and/or data prepared or supplied by third parties.

B. ACCESS TO FACILITIES AND PROPERTY

The OWNER shall make its system facilities and properties available and accessible for inspection by CONSULTANT.

C. TESTS

Unless part of the Scope of Services, the OWNER shall perform or have performed by others at no cost to CONSULTANT such tests of equipment, machinery, pipelines, and other components of the OWNER'S system facilities as may be reasonably required in connection with the Scope of Services under this Agreement.

D. TIMELY REVIEW

The OWNER through its designated representative shall examine all studies, reports, proposals, and other documents submitted by CONSULTANT, obtain advice of an attorney, insurance counselor, accountant or auditor as it deems appropriate for such examination in a timely manner so as not to delay the services of CONSULTANT.

E. TIMELY NOTICE

The OWNER through its designated representative shall give timely written notice to CONSULTANT whenever he or she observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect in the work of the CONSULTANT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

A. AUTHORIZATION TO PROCEED

Authorization for the CONSULTANT to proceed for the work described in Article 1 shall be considered as given upon execution of the Agreement by the OWNER.

B. PROJECT REPRESENTATIVES

The OWNER and the CONSULTANT respectively will designate a person(s) to act as authorized representatives of the OWNER and the CONSULTANT in matters and decisions pertinent to the timely prosecution of this project, and each authorized representative shall have the power to obligate their party within the parameters of this agreement including, but not limited to, transmitting instructions, receiving information, making project-related decisions not requiring official OWNER approval

and other matters. Neither representative shall have the authority to vary the terms and conditions of this Agreement.

C. INSURANCE

Unless waived in writing by the OWNER's representative, the CONSULTANT shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as may be necessary to protect its interests and the interests of the OWNER, its officers, agents and employees against hazards or risks of loss as hereinafter specified. The underwriter of such insurance shall be qualified to do business in Alabama. The certificates of insurance shall contain a provision that not less than 30 days' written notice shall be given to the OWNER before any policy or coverage is canceled. Without limiting the requirements hereinbefore set forth, the insurance coverages shall include a minimum of:

- (1) Workmen's compensation and employer's liability insurance as required by the State of Alabama.
- (2) Comprehensive automobile and vehicle liability insurance. This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the OWNER against claims for injuries to members of the public and/or damages to property of others arising from employer's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations under this Agreement, and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned or hired. The limit of liability shall not be less than a \$1,000,000 combined single limit or equivalent.
- (3) Commercial general liability. This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the OWNER against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONSULTANT or of any of its agents, employees, or subcontractors. The limit of liability shall not be less than a \$1,000,000 combined single limit.
- (4) The CONSULTANT shall furnish professional liability insurance coverage in an amount not less than \$1,000,000 and subconsultants shall provide limits commensurate with the responsibilities of their work.
- (5) The insurance coverages specified above shall constitute minimum requirements and the OWNER, its officers, agents and employees shall be named as an additional insured in insurance coverages identified in items "2" and "3".

D. TERMINATION

- (1) This Agreement may be terminated by the OWNER for its convenience for

any reason whatsoever by giving thirty (30) days' written notice to the CONSULTANT.

- (2) This Agreement may be terminated by the CONSULTANT upon thirty (30) days' written notice to the OWNER but only if the OWNER should substantially fail to perform in accordance with this Agreement through no fault of the CONSULTANT or if the performance of the Scope of Services by the CONSULTANT is stopped by conditions beyond the control of the CONSULTANT. Failure to perform includes failure of OWNER to promptly pay the CONSULTANT in accordance with ARTICLE 3.
- (3) In the event of termination, the CONSULTANT shall be paid in full for all work previously authorized and performed up to the termination date, if the CONSULTANT delivers to the OWNER all instruments of service completed or partially completed by the date of termination.
- (4) If no termination is implemented, relationships and obligations created by this Agreement shall terminate upon completion of all applicable requirements of this Agreement.
- (5) Loss of Grant Funds

It is understood and agreed to by and between the parties that to the extent any of the compensation to CONSULTANT is payable by OWNER from the proceeds of the Grant, if the OWNER loses its eligibility to receive or continue to receive Grant funds or for any reasons the OWNER no longer can receive or obtain Grant funds, then the CONSULTANT agrees it shall immediately terminate the provision of any services on the Project upon notification from the OWNER of this fact. While the OWNER shall compensate the CONSULTANT for services rendered and expenses incurred, it will not be liable to CONSULTANT or any of CONSULTANT's subconsultants for any services rendered subsequent to the date of notice, nor will the loss of Grant funds and termination of services constitute the basis of any claim whatsoever against OWNER by CONSULTANT. CONSULTANT agrees to indemnify and hold harmless the OWNER of and from any claim or cause of action arising out of or in any manner associated with termination of services due to a loss of Grant funds from CONSULTANT and/or any subconsultant.

E. ASSIGNMENT

- (1) This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the Assignee assumes in writing the obligations of the assigning parties, and delivers such written assumption to the other original party to this Agreement.

- (2) Use of subconsultants by the CONSULTANT or subsidiary or affiliate firms of the CONSULTANT for technical or professional services shall not be considered an assignment or a portion of this Agreement.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and CONSULTANT.

F. COURT OF JURISDICTION

If the OWNER and CONSULTANT cannot resolve any outstanding claims, counter-claims, disputes, and other matters in question arising out of or relating to this Agreement, then resolution of said disputes shall be decided by a court of competent jurisdiction in Tuscaloosa County, Alabama.

G. INDEMNIFICATION

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors, and employees (collectively, OWNER) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT'S negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, and employees (collectively, CONSULTANT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

H. REPRESENTATIVE CAPACITY

While CONSULTANT'S role will be that of CONSULTANT to the OWNER, CONSULTANT shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the OWNER. CONSULTANT shall not have the authority to bind or obligate the OWNER, its officers, agents or employees.

ARTICLE 7. PERSONNEL

- A.** The CONSULTANT agrees to assign experienced and competent professional

personnel to provide the services to the OWNER pursuant to this agreement and the **Organizational Structure attached as Exhibit "C."** The CONSULTANT represents to OWNER that the following persons are so qualified and are assigned to this project or, with the consent of OWNER's representative, individuals with similar experience and qualifications:

Project Chief CONSULTANT: Jason Fondren, AICP

- B. The OWNER'S designated representative shall be Julie Ramm, City of Northport.
- C. All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: City of Northport
Mrs. Julie Ramm
PO Box 569
Northport, AL 35476

CONSULTANT: KPS Group
Mr. Jason Fondren
Bakers Row Suite 100
60 14th Street South
Birmingham, AL 35233

- D. CONSULTANT represents and warrants to the CITY that its Project Chief CONSULTANT for the principal performance of services by CONSULTANT pursuant to the terms and conditions of this agreement shall be and remain Jason Fondren and there shall be no change in the Project Chief CONSULTANT without the prior written consent of the CITY's representative.

**ARTICLE 8. ATTACHMENTS, MISCELLANEOUS CLAUSES,
SCHEDULES, AND SIGNATURES**

It is further mutually agreed:

A. ATTACHMENTS

That, the following are attached hereto and adopted herein by reference:

Exhibit A. General Scope of Services
Exhibit B. Cost Structure
Exhibit C. Organizational Structure
Exhibit D. Proposed Schedule

In the event of a direct conflict between any attachment and the terms of this agreement, this agreement shall prevail over any attachments or exhibits.

B. MISCELLANEOUS CLAUSES

Capacity: Each Party to this Agreement represents and warrants to the other as follows:

- (1) That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules, and regulations.
- (2) That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- (3) That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- (4) That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.
- (5) That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of this Agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the Party.
- (6) That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
- (7) That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this

Agreement.

- (8) Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.
- (9) Each party represents and warrants that the execution and delivery of this agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.
- (10) This agreement constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - (a) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights; and
 - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
- (11) Neither party will enter into any agreement to do anything prohibited in this agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.

Ownership of Contract Documents: This Contract Document, and copies of parts thereof, are furnished and owned either by the City or design professional. All portions of the Contract Document, and copies of parts thereof, are the instruments of service for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

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

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such

assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This Agreement constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

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

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

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

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

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

Governing Laws. The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Non Discrimination. The CONSULTANT agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race, color, religion, sex, age, or disability. (The CONSULTANT shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act, and all other applicable laws and regulations).

Agreement Date/Counterparts. The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This

instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Use of Words and Phrases. The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Severability. Each provision of this agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid, but this agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

Personal Liability. No present or future official, officer or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

C. COMPLIANCE WITH IMMIGRATION LAW:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

D. COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the Affordable Health Care Act. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate on this the 30 day of November, 2022

CITY OF NORTHPORT, A Municipal Corporation

BY: [Signature]
Glenda D. Webb, City Administrator

ATTEST:

[Signature]

CONSULTANT:

ATTEST:

[Signature]

BY: [Signature]

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Glenda Webb, whose name as City Administrator of the City of Northport, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30 day of November, 2022.

[Signature]
Notary Public.

My Commission Expires: 6/19/26

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, Malorie Nixon, a Notary Public in and for
said State at Large, hereby certify that Jason Fender, who is
named as Project chief, is signed to the foregoing document, and,

- ☒ Who is known to me, or
☐ Whose identity I proved on the basis of _____, or
☐ Whose identity I proved on the oath/affirmation of _____, a creditable
witness to the signer of the above document

and that being informed of the contents of the document, he/she, as such officer and with full
authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30 day of November 2022

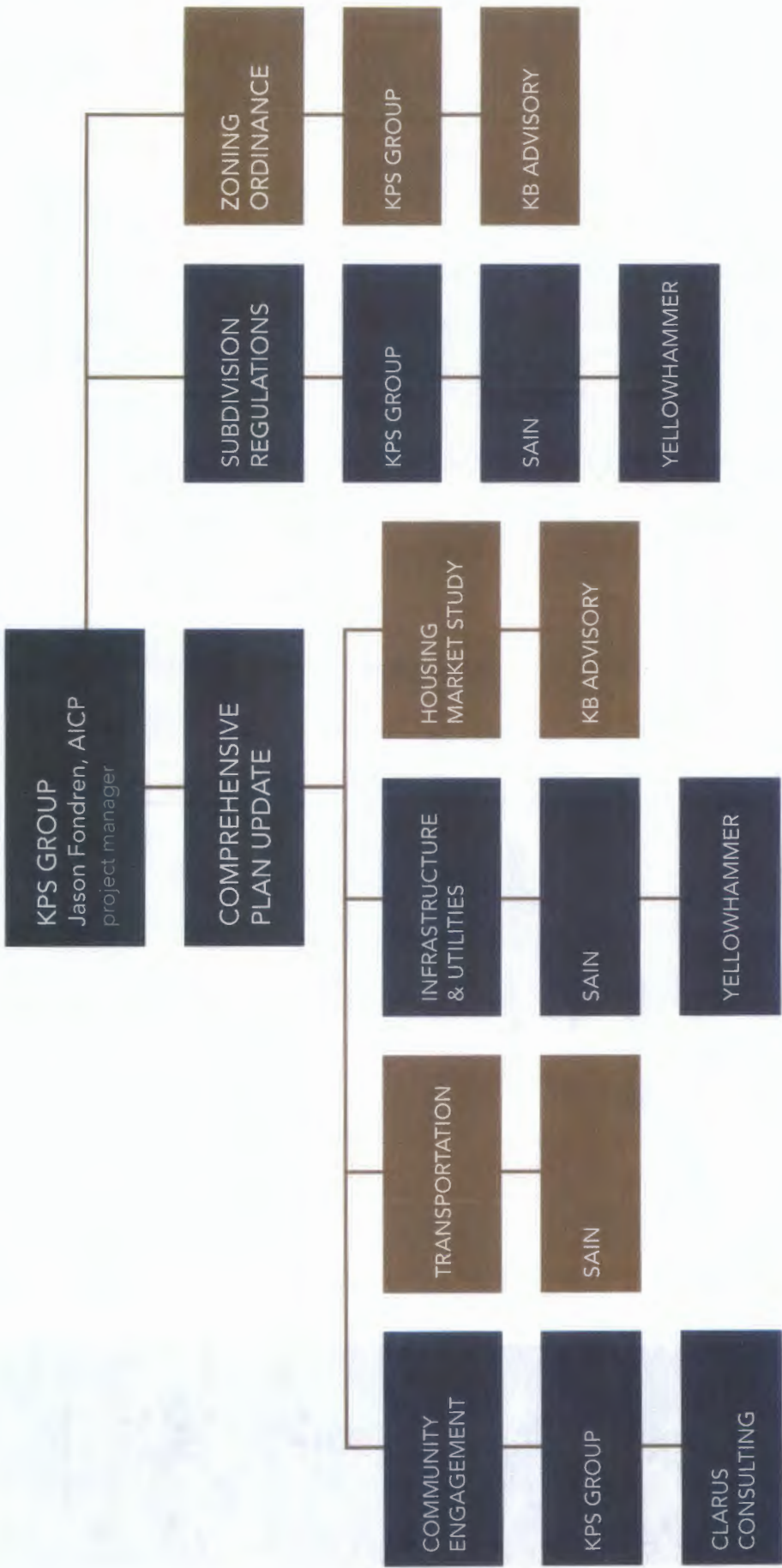
Malorie Nixon

Notary Public.

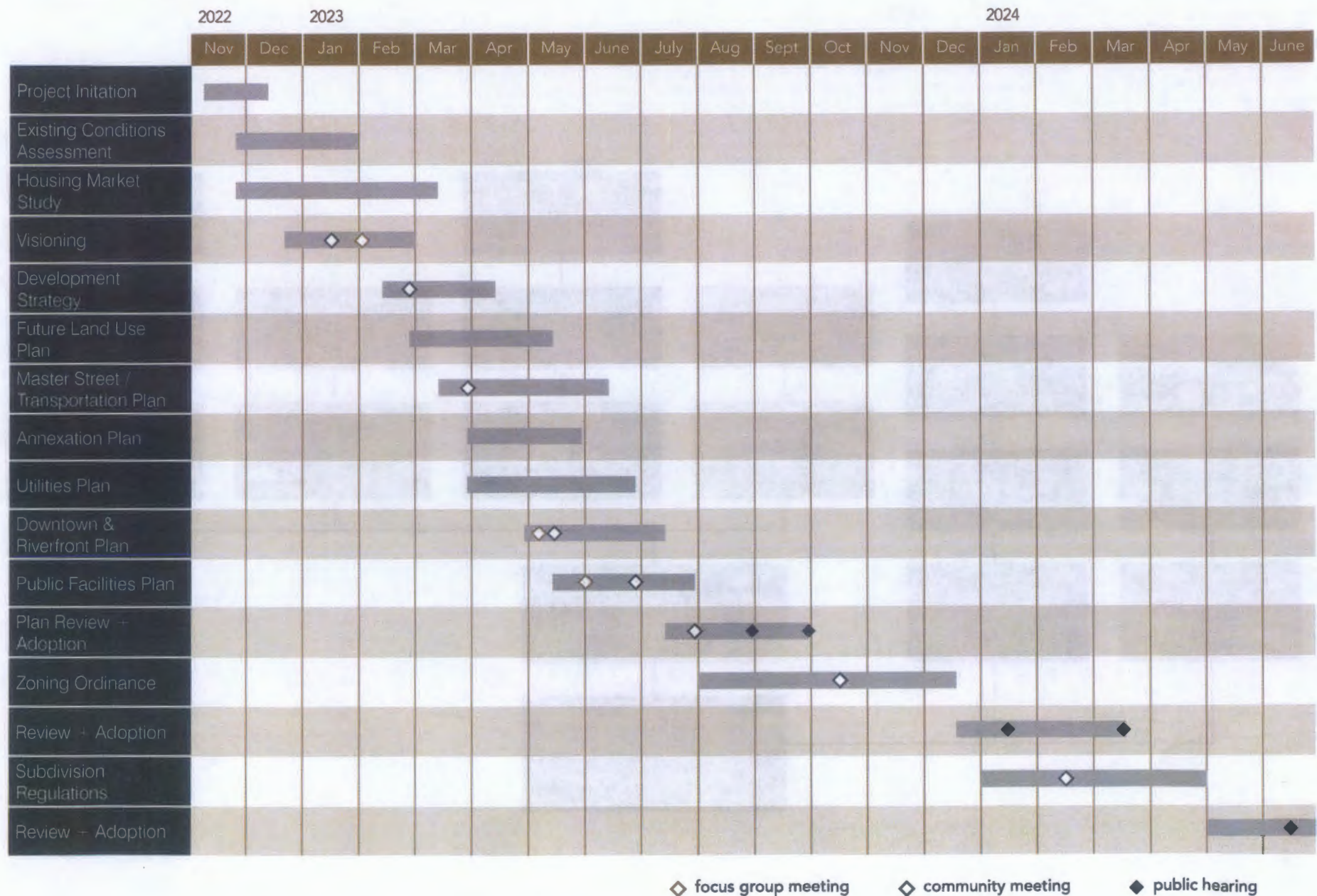
My Commission Expires: 6/19/26



Organizational Structure



Proposed Schedule



Cost Structure

	Northport Comprehensive Plan and Development Regulations	Task Total
Phase 1	Project Initiation and Assessment	\$65,340
Task 1	Project Initiation	3,800
2	First Impressions Existing Conditions Assessment	24,800
3	Comprehensive Five-Year Affordable Housing Study	34,100
4	Project Communication and Stakeholder Involvement	2,640
Phase 2	Plan Development	\$179,010
Task 1	Visioning	18,950
2	Development Strategy	22,360
3	Future Land Use Plan	28,350
4	Master Street Plan/Transportation Plan	36,050
5	Utilities Plan	16,680
6	Annexation Plan	7,920
7	Downtown and Riverfront Plan update	20,710
8	Public Facilities Plan	12,040
9	Plan Document Delivery, Review and Adoption	15,950
Phase 3	Code Updates	\$70,120
Task 1	Zoning Ordinance Update	38,440
2	Subdivision Regulations Update	31,680
	TOTAL ALL TASKS	\$314,470

Reimbursables All project costs are included within the proposed fee above. No reimbursable costs are proposed.



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: February 6, 2023

SUBJECT: Purchase Requisition, Meal Reimbursement, Investigator Love, \$20.89

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Haley Abbett

Approved By: Gerald Burton

Summary:

This is a request for meal reimbursement for Investigator Love. Expenses occurred during Search Warrant and Major Case Investigation Training in Hoover, AL January 23-24, 2023.

Recommendation:

That this request be passed.

Funding Source/GL Code:

GL Code No. 01-33-00-50422 Amount: \$20.89

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$20.89 to

_____.

Steak 'n Shake No:6006002

Order: 493864 PTY: 4
Name: Noemi V 1/24/2023 12:36:49 PM

SubTotal 14.51

Tax 1.38

Gratuity 5.00

Total 20.89

Visa Ending:3033 Amount 20.89

CARD_ENTRY_MODE: Contactless
Result: APPROVED

LABEL: VISA DEBIT

AID: A0000000031010

TVR: 0000000000

TSI: 0000

IAD: 06011203A00000

UN: BC915A74

CID: 80

CARD Balance: 0.00

Don't forget to use the app on each
purchase to earn rewards.

Forget to scan at the register?



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: February 6, 2023

SUBJECT: Purchase Requisition, Meal Reimbursement, Investigator Parker, \$20.39

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Haley Abbett

Approved By: Gerald Burton

Summary:

This is a request for meal reimbursement for Investigator Parker. Expenses occurred during Search Warrant and Major Case Investigation training in Hoover, AL January 23 - 24, 2023.

Recommendation:

That this request be passed.

Funding Source/GL Code:

GL Code No. 01-33-000-50422 Amount: \$20.39

Motion for Consideration:

**Approval of the Consent Agenda will approve this expense in the amount of
\$ 20.39 to _____.**

Vanessa

Steak 'n Shake No:6006002

Order: 247152 PTY: 0
Name: Noemi V 1/24/2023 12:36:11 PM
SubTotal 14.97
Tax 1.42
Gratuity 4.00
Total 20.39
Master Card Ending:3572 Amount 20.39

CARD_ENTRY_MODE: Chip Read
Result: APPROVED

LABEL: US Debit
AID: A0000000042203
TVR: 8000008000
TSI: 6800
IAD: 0110A000012200000000000000000000FF
UN: 5AF90BFA
CID: 80

CARD Balance: 0.00

** Share Your Thoughts! **
** **

FREE Milkshake AFTER 4 PM
for sharing your thoughts
via a short survey!

Visit steaknshakefeedback.com
Within 7 days to receive offer

Offer not valid with any other
discount or coupon
One offer per receipt. No cash value
Expires: 02/23/2023

Use serial code below
Serial Code:12013624116002123

Don't forget to use the app on each
purchase to earn rewards.

Forgot to scan at the register?
Use the app to scan the barcode
below or enter the code to receive
your points.



* 1 1 2 9 7 9 0 4 8 3 6 2 2 *

Something to Share? Tell us here
For Offer, use link and serial code above

www.steaknshake.com/feedback

To contact this store
Call (205)982-5789

Customer Copy



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: February 6, 2023

SUBJECT: PO Requisition for repairs to Trash Truck - Knuckleboom #2370 - \$8,249.01

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Brooke Starnes

Summary:

The requisition to Southland Trans Group is for repairs to Public Works Trash Truck - Knuckleboom #2370 in the amount of \$8,249.01.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-323-50380 - Trash Truck Repairs Amount: \$ 8,249.01

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$8249.01 to Southland Trans Group.

Repair Management
BY NAVISTAR

SOUTHLAND TRANS GROUP

3540 SKYLAND BLVD EAST - TUSCALOOSA, AL 35405

Phone: (1) 205-5564343 - Fax: (1) 205-5564358

Estimate Number: 3947825 - RO Number: 311147

Service Writer: William Little - Date: 12/29/2022 11:31 AM (C)

Currency: USD

Unit No: 2370

City Of Northport

VIN: 5PVNV8JV1C4S52370

Model: Incomplete HINO Conventional Type Truck

Engine: Hino Motors, LTD J08E-VC/VB Diesel

Make: HINO

Mileage: 141658 Eng Hrs: 0

Contact Name:

Position:

Phone:

E-Mail:

PO Number:

Operation Section A	Labor Cost	Parts Cost	Core Charge	Total Cost
Diag, Def Level Inspection	\$87.50	\$14.06	\$0.00	\$101.56
(1) 2.5 GALLON DEF				
Diagnostics	\$185.00	\$0.00	\$0.00	\$185.00
Module, Aft Fuel Doser, Replace	\$925.00	\$5,737.54	\$0.00	\$6,662.54
(1) DEF HEATER MODULE				
Diag, (DPF) Regeneration Procedure	\$277.50	\$0.00	\$0.00	\$277.50
test drive	\$92.50	\$0.00	\$0.00	\$92.50
Freight / Shipping Fee - Fixed Cost	\$0.00	\$0.00	\$0.00	\$198.00

Complaint: Not Available

Cause: Not Available

Correction: Not Available

Notes: [12/29/2022 11:31 AM] - Dealer: ...

Summary

Parts:	\$5,751.60
Core:	\$0.00
Labor:	\$1,567.50
Other Items:	\$198.00
Shop:	\$156.75
Tax:	\$575.16
TOTAL:	\$8,249.01

This quote is subject to teardown and inspection and is valid for 60 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: _____ DATE: ____/____/____



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

AGENDA ITEM NO. 9.c.9.

MEETING DATE: February 6, 2023

SUBJECT: PO Requisition for re-keying City Hall - \$5,487.50

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Brooke Starnes

Summary:

The requisition to Building Specialties Co. is for re-keying City Hall doors in the amount of \$5487.50.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-600-80000 - Capital Budget Amount: \$5487.50

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5487.50 to Building Specialties Co.



3051 Southside Dr
Tuscaloosa, AL 35401
Tel: 205-758-0506

Quote

Quote # : 4373622
Quote Date : Aug 16, 2022
Expiration Date : Feb 3, 2023

Customer:

City Of Northport
Accounts Payable, Po Box 569
Northport, AL 35476

Ship To:

City Of Northport
P.O. Box 569
Northport, AL 35476

Tel: 205-339-7000

Account Code : C001481

Terms : Net 30

Customer Job # :

Salesperson : Rick Fountain

Order Name : QUOTE FOR KEYBLANKS AND 1 BITTED MORTISE CYLINDERS

Purchase Order # :

Shipped Via : Our Truck

<u>Qty</u>	<u>Product Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
250	Change/Day Key 10-S6275 RB	6.75	1,687.50
38	Mortise Cylinder 41 (111111) RB KEYWAY 15	90.00	3,420.00
Pre-Tax Total		:	5,107.50
12657 - AL-Tuscaloosa Co CL		:	0.00
10017 - AL-Alabama State		:	0.00
12658 - AL-Northport Ci		:	0.00
Quote Total		:	5,107.50

Re Keying City Hall
01-37-600-80000



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

AGENDA ITEM NO. 9.c.10.

MEETING DATE: February 6, 2023

SUBJECT: PO Requisition for AC Freon Recovery Machine - \$5,999.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Brooke Starnes

Summary:

The requisition to O'Reilly Auto Parts is for the Public Works Shop AC Freon Recovery Machine in the amount of \$5,999.00.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-600-80000 - Capital Budget Amount: \$5999.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$ 5,999.00 to O'Reilly Auto Parts.



Equipment Proposal

**FIRST
CALL**

Date 1/24/2023

Customer city of northport

Address _____

City _____ State ala

Terms _____

Freight _____ Ship Via _____

QTY	PART#	DESCRIPTION	UNIT PRICE	TOTAL
1	eeac830b	1234yf ac machine	\$	\$ 5999.00
			\$	\$
			\$	\$
			\$	\$
		PW shop AC Freon Recovery	\$	\$
		Machine	\$	\$
			\$	\$
PREPARED BY: <u>tommy mason</u> STORE #: <u>1063</u>			SUBTOTAL	\$
			FREIGHT	\$
			TAX	\$
			MISC	\$
			TOTAL	\$ 5999.00

PRICING AND INSTALLATION INFORMATION

Prices Include Freight ☒ YES ☐ NO

Prices Include Installation ☒ YES ☐ NO

Installation Available For: _____

Price Includes _____

☒ Prices do not include electrical hook-up due to local electrical codes.

☒ Installation costs will be figured after options are decided upon.

Miscellaneous comments, conditions, etc.

☐ _____

☒ Prices include training ☒ YES ☐ NO if yes, select one below

☐ Training of technicians ☐ Training of technicians in the form of video tape

☐ Prices are subject to state and local taxes.

☐ Prices are good for 60 days.

☐ Leasing available upon approval.

Estimated monthly payment _____

Amount of down payment _____

Type of Lease _____, Length of Lease _____

☐ _____

Since 1957 O'Reilly Auto Parts, Inc. has considered customer satisfaction our main priority. We strive to supply the highest quality equipment to ensure years of dependable service. If we can be of any assistance or answer any questions. Please call tommy mason at 205 534 0727.



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

AGENDA ITEM NO. 9.c.11.

MEETING DATE: February 6, 2023

SUBJECT: PO Requisition for two Traffic Recorders - \$9,371.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Brooke Starnes

Summary:

The requisition to Jamar Technologies, Inc. is for two Black Cat II radar traffic recorders in the amount of \$9,371.00.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-600-80000 Amount: \$ 9,371.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$9,371.00 to Jamar Technologies, Inc.



JAMAR Technologies, Inc.

TRAFFIC COUNTING EQUIPMENT AND SUPPLIES
DISTANCE MEASURING EQUIPMENT AND SUPPLIES

1500 Industry Road, Suite C

Hatfield, PA 19440

Phone 215-361-2244 • Fax 215-361-2267

QUOTATION

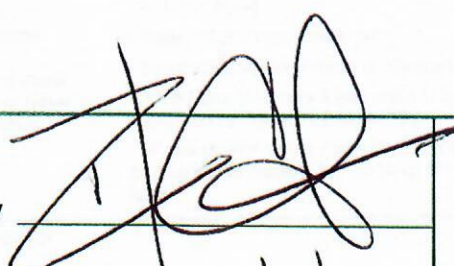
DATE: 1/10/2023

QUOTATION NO. 94358

P - (205) 333-3003 Ext. 0117
F - (000) 000-0000 Ext. 0000

NORTHPORT; CITY OF
1781 HARPER RD
NORTHPORT AL 35476

ATTEN: CASEY SUMMERLIN

		CUSTOMER ID	SALES PERSON	SHIPPING METHOD	PAYMENT TERMS	REQUIRED SHIP DATE	MASTER NUMBER	
		15702	RICH COLE	UPS	NET 30	0/0/0000	164,065	
QUANTITY ORDERED	ITEM NUMBER	DESCRIPTION					UNIT PRICE	EXTENDED PRICE
1 EACH	BCIIP-BT-S	BLACK CAT II+ RADAR KIT W/STARNEXT (2 SEAT) INCLUDES: STARNEXT SOFTWARE (2-SEAT), MOUNTING KIT, (2) 12V 12AH LITHIUM BATTERIES, BATTERY CHARGER, USB DOWNLOAD CABLE AND A SPARE RADAR CLAMP KIT					\$4,595.0000	\$4,595.00
1 EACH	BCIIP-BT	BLACK CAT II+ RADAR KIT W/BLUETOOTH/LITH.BATTERY INCLUDES: MOUNTING KIT, (2) 12V 12AH LITHIUM BATTERIES AND BATTERY CHARGER					\$4,295.0000	\$4,295.00
2 EACH	BR-4002	RADAR RECORDER SQUARE MOUNTING CLAMP					\$95.0000	\$190.00
1 EACH	NOCO-G2X4	NOCO GENIUS G2X4 6V/12V LITH./LEAD ACID GANG CHARGER					\$141.0000	\$141.00
0.00 Each	IMPORTANT:						\$0	\$0.00
NO FEES, SUBSCRIPTIONS OR RECURRING COSTS								
SOFTWARE UPDATES AND TRAINING INCLUDED								
 JAMAR Making Data Collection Easier Rich Cole Technical Sales Engineer www.jamartech.com rich@jamartech.com Toll Free 800-776-0940 Phone 215-361-2244 x-22 Fax 215-361-2267 JAMAR Technologies, Inc. 1500C Industry Rd., Hatfield, PA, 19440								
By  Rich Cole 1/10/23							Subtotal	\$9,221.00
							Misc	\$0.00
							Tax	\$0.00
							Freight	\$150.00
							Total	\$9,371.00



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

AGENDA ITEM NO. 9.c.13.

MEETING DATE: February 6, 2023

SUBJECT: PO Requisition for Ford Explorer and F150 for Planning Department - \$70,370.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Julie Ramm

Summary:

The requisition to Stivers Ford Lincoln is for 1 2023 Ford Explorer and 1 2023 Ford F150 Supercab in the amount of \$70,370.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-28-600-80000 Amount: \$70,370.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$70,370.00 to Stivers Ford Lincoln.

Planning

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

T191 - FORD EXPLORER BASE 2023

CONTRACT NUMBER: MA999 220000003128

LINE NUMBER: 3

CONTRACT AMOUNT: \$33,098

MODEL SERIES

K8B

Order Code: 100A

Ford Explorer 7-passenger seating. Engine: 3.3L, Drive System 4WD, 10-Speed Automatic Transmission with Select Shift.
Minimum 18" Wheels

FREE STANDING OPTIONS

State Contract Price \$ 33,098

200A Upgrade to 2wd XLT Explorer (K7B) w/2.3L Eco boost Engine-
Includes all Base standard equipment, plus:

\$ 3,424

X

INTERIOR/COMFORT

- Interior Finishes on XLT Ebony Interior
- Light Slate Colored Uppers: Headliner, Overhead Console, Pillars, Grab Handles, Visors and Moonroof Shade
- Satin Silver Twilight Color on Center Stack, Steering Wheel Bezel, Instrument Panel Applique and Door Armrest Carrier
- High Gloss Black Color on Center Stack Buttons
- Interior finishes on XLT Sandstone Interior
- Satin Silver Twilight Color on Center Stack, Steering Wheel Bezel, Instrument Panel Applique and Door Armrest Carrier
- High Gloss Black Color on Center Stack Buttons
- Instrument Panel Cluster – 6.5" Color LCD Productivity Screen
- Interior Environments
- Ebony with Light Slate Uppers
- Sandstone
- Seats
- Unique Cloth
- 10-way Power Driver's
- 4-way Power Passenger

EXTERIOR

- Door Handles – Body-Color
- Grille – Black Mesh Insert with Chrome Bars
- LED Signature Lighting
- Lower Bodyside Cladding – Black with Chrome Accent
- Rear Bumper Step Pad – Molded-In-Color Black
- Roof-Rack Side Rails – Black with Black End Caps

SAFETY/SECURITY

- Mirrors, Sideview – Power and Heated Glass, Manual[1]Folding, Security Approach Lamps and Black Caps
- Perimeter Alarm

FUNCTIONAL

- 4-Door Intelligent Access (Lock/Unlock) with Push-Button Start
- USB Ports, Second Row – One (1) "A" and one (1) "C" (replaces a PowerPoint 12V Port on the back side of the Front Console)
- First Row Heated Seats
- Second Row Captain's Chairs with Armrests
- Steering Wheel – Leather-Wrapped

EXTERIOR COLORS:

YZ Oxford White (15) Units S001-S015
UM Agate Black (15) Units S016-S030

M7 Carbonized Gray
JS Iconic Silver

(10) Units S030-S040
(10) Units S041-S050

INTERIOR TRIM / SEATS:

86 Ebony Unique Cloth Seat -XLT Only-

DELIVERY: State Contract Provisions for \$1.50 / mile one-way

\$ -
\$ -

X

TERMS:

PAYMENT DUE AT TIME OF DELIVERY

Cost Per Unit

\$ 36.522

SIGNATURE:

DATE:

PURCHASE ORDER NUMBER:

Quantity:

Daniel Wait
334-613-5012 or 319-464-0602
DWAIT@STIVERSONLINE.COM

Page 1 of 2

K7B-EXPLORER
Last Updated: 10/31/2022
Revision: 20.0

Planning

Governmental Department
334-613-5000

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Dated: 7/18/22
Version: 23.0

2023 FORD F150 SUPERCAB 4x4 PICKUP -- STATE CONTRACT T191

CONTRACT NUMBER: MA220000003128-13

CONTRACT AMOUNT: \$33,688

MODEL SERIES X1E

INCLUDES: 3.3L V6 Engine, 10-Spd Auto, 4x4, 145" Wheelbase, 6.5' Bed, Power Windows, Power Door Locks w/ Integrated Key Transmitter Keyless Entry, Power Tailgate Lock, Cruise Control, Black Vinyl Flooring, 17" Silver Steel Wheels.

RECOMMENDED OPTIONS

STATE CONTRACT PRICE (T191)

53B	Trailer Tow Package - Class IV Receiver Hitch, 4/7 Pin Connector
995	5.0 V8 Engine
18B	Black Platform Running Boards
67T	Trailer Brake Controller
413	Skid Plates
86A	Chrome Appearance Package-Chrome front and rear bumpers, fog lamps, 17" alloy wheels

\$	33,688
\$	315
\$	2,325
\$	250
\$	275
\$	160
\$	895

☐
☐
☐
☐
☒
☐

EXTERIOR COLOR OPTIONS -- Colors are NC:

YZ Oxford White

☒

INTERIOR OPTIONS:

AS Vinyl 40/ 20 /40 Front & Rear Seat - Medium Dark Slate Gray

NC

☒

DELIVERY: State Contract Provisions for \$2.00 / mile one-way

\$

☐

Delivery Address: _____

TOTAL VEHICLE (Required) \$ 37,908

Customer: City of Northport

Contact: Brad Akin

Phone: 805-377-7647

Email: bakin@cityofnorthport.org

33,948

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)

Brad Akin

DATE (Required):

1-30-2023

PURCHASE ORDER NUMBER: (Required)

QUANTITY