

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

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

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. First Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1722 29th Avenue - Julie Ramm
2. First Reading, Ordinance Amending Table 4-1 and 4-2 of the Zoning Ordinance pertaining to recreational uses in C-6 zone. - Julie Ramm
3. First Reading, Rezoning of Apostolic Overcoming Holy Church of God, Inc. of approximately 1.67 acres located at 3514 14th Street. - Julie Ramm

b. Resolutions of a Temporary Nature

1. Resolution Appointing a Member to the Ability Alliance of West Alabama - Glenda Webb
2. A Resolution Authorizing Certain Actions with Respect to General Obligation Warrants, Series 2023, of the City Of Northport - Ron Davis
3. Resolution Authorizing Award of Contract for Vending Machines at City Facilities to Tuscaloosa Coca-Cola United Bottling Company - Ron Davis
4. Resolution Authorizing the City Administrator to Execute Amendment No. 1 to Thompson Engineering for the FY 2022 Resurfacing Project - Tera Tubbs
5. Resolution Declaring A Bid Law Exemption Pursuant to Alabama Code § 41-16-51(b)(7) and Authorize a Contract with Schreiber, LLC. - John Webb
6. Resolution Awarding Bid 23-04 Buckhead Drainage Way Cleanup - Brooke Starnes
7. Resolution Awarding Bid 23-02 Two Zero Turn Mowers - Brooke Starnes
8. Temporary Resolution, Resolution authorizing the City Administrator to enter into the updated AAFC Mutual Aid Consortium Agreement with Rules & Procedures as adopted Feb 2023 - Chief Bart Marshall

c. Consent Agenda

1. Minutes, February 20, 2023, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, SHI, Microsoft Office 365 Licenses with Azure AD, \$89,225.50 - Scott Murphy
4. Purchase Requisition, CDW-G, RFID Cards and Desktop Computer Readers, \$11,153.75 - Scott Murphy
5. Purchase Requisition, Traffic Sign, Stalker Radar, \$16,387.00 - Gerald Burton
6. Purchase Requisition, Cradlepoints and Sierra Wireless Airlink (7 each), AT&T Mobility, \$7,035.00 - Gerald Burton
7. Purchase Requisition - Mini Excavator, Tractor & Equipment Company, \$84,107.96 - John Webb

8. PO Requisition to Foley Products Company for Pipe Inventory - \$6,951.28. - Brooke Starnes
9. PO Requisition to Turner Transformations, LLC for Improvements to the Train Depot - \$26,250.00 - Brooke Starnes
10. Purchase Requisition - Grit Bridge, Classifier, and Installation at WWTP, Schreiber, LLC., \$302,020.00 - John Webb
11. Purchase Requisition, Meal Reimbursement, Chief Burton, \$36.91 - Gerald Burton

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

- a. **Engineering**
- b. **Legal Department**
 1. 2nd Reading, Ordinance authorizing a Franchise Agreement with Charter Communications - Ron Davis
- c. **Planning Inspections Department**
- d. **Police Department**
 1. Meat Depot Northport LLC - ABC License - Darren McGee

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: March 6, 2023

SUBJECT: First Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1722 29th Avenue

Unfinished Business:

Public Hearing:

New Business: X

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 1722 29th Avenue is unsafe and dangerous to the public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

Recommendation:

That this structure be demolished.

Funding Source/GL Code:

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

Motion for Consideration:

I offer for a first reading the ordinance ordering demolition of an unsafe structure located at 1722 29th Avenue.



Mayor • Bobby Herndon

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • John Hinton

District 4 • Jamie Dykes

District 5 • Jeff Hogg

City Administrator • Glenda D. Webb

January 4, 2023

Gary Grant

2042 Middle Lane

Tuscaloosa, AL 35405

**RE: NOTICE OF UNSAFE STRUCTURE AT – 1722 29th Avenue, Northport, AL 35476
TAX PARCEL I.D. # 63-31-05-16-1-009-011.000**

To Whom It May Concern:

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

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

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

Gary Grant
January 4, 2023
Page Two

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

Sincerely,

Tyler Mitchell
Chief Building Inspector

Enclosures: (Photograph and Inspection Report)

cc: City Administrator
City Attorney





NOTICE OF MEETING OF NORTHPORT CITY COUNCIL
TO DECLARE CERTAIN STRUCTURES UNSAFE, ETC.

PURSUANT to Article II (Demolition of Unsafe Buildings) of the Northport City Code, the Building Inspector for the City of Northport has found that the structure(s), building(s), party wall(s) and/or foundation(s), or parts thereof, located at **1722 29th Avenue** in the City of Northport, which real property was last assessed for state taxes by **Gary Grant**, is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare to the extent that it is a public nuisance.

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

On the **20th** day of **February 2023**, the Northport City Council will hold a public meeting at City Hall, 3500 McFarland Blvd., Northport, Alabama 35476, to determine whether or not such building(s) or structure(s) is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare to the extent it is a public nuisance. All parties who wish to object to the Building Inspector's findings may do so by filing a written objection with the City Administrator, P.O. Box 569, Northport, Alabama 35476 and/or by attending said hearing in person. All parties who wish to object to the Building Inspector's findings at said hearing in person must request the same in writing at least five (5) calendar days prior to said hearing.

Tyler Mitchell, Chief Building Inspector



CITY OF NORTHPORT

OWNER: Gary Grant

MAILING ADDRESS: 2042 Middle Lane Tuscaloosa, AL 35405

LOCATION OF STRUCTURE: 1722 29th Avenue Northport, AL 35476

January 4, 2023

NOTICE

DO NOT REMOVE

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

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

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

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

BUILDING OFFICIAL



CLOSED
SUNDAY
3/12/16

CLOSED
SU

CLOSED

SUNDAY

THOMAS

Cell 3443792
3443793









EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **1722 29th Avenue**
OWNER: **Gary Grant**

PROPERTY MAINTANANCE CODE

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

ORDINANCE NO. _____

ORDINANCE ORDERING DEMOLITION OF UNSAFE STRUCTURES

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

1722 29th Avenue Northport, AL 35476

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

WHEREAS, on the 20th day of February, 2023, a public hearing was held by the Northport City Council, at which time the Chief of Building Inspections for the City of Northport appeared and set forth reasons for his findings.

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

1. That the Northport City Council finds that the following building, structure, or part thereof, or party wall or foundation, in the City of Northport, to-wit: **1722 29th Avenue** is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance.
2. That the aforementioned building, structure, or part thereof, or party wall or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Sections 11-53B-1, et seq., Code of Alabama (1975), as amended.
3. The provisions of this Ordinance are separable. If any part or parts of this Ordinance are declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining part or parts thereof shall continue in full force and effect.
4. This Ordinance expressly does not repeal any other provisions of the Code of Ordinances of the City of Northport, Alabama.
5. This Ordinance shall become effective immediately upon its passage or otherwise becoming law.

ORDAINED AND DONE this _____ day of _____, 2023.

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this the _____ day of _____, 2023

Dr. John Hinton Mayor

I hereby certify that the above and foregoing Ordinance was published on _____, 2023, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda Webb.
City Administrator-Clerk

1st Reading:

By:

2nd Reading:

Motion By:

Second By:

Publication:

RESOLUTION NO. _____

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

WHEREAS, the person(s) last assessing the real property located at **1722 29th Avenue** for state taxes is **Gary Grant**, the deed to said real property being recorded in Deed Book 2020, at Page 2045; and,

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

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

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

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

1. That the cost of all legal advertising and for the demolition of the structure(s) located at **1722 29th Avenue**, and the person(s) last assessing said property for state taxes being _____ **Gary Grant**, as recorded at Deed Book 2020, at Page 2045, be, and it is hereby, fixed at \$_____.

2. That this Resolution shall be published in accordance with the Alabama Code and the City Administrator/Clerk is authorized to file a certified copy of this Resolution in the office of the Probate Judge of Tuscaloosa County and the same shall constitute a lien in the amount of

\$_____ against the property at Deed Book 2020, at Page 2045.

RESOLVED AND DONE this _____ day of _____, 2023_.

CITY COUNCIL OF THE CITY OF
NORTHPORT

By: _____
Jeff Hogg
Its President

ATTEST:

Glenda Webb
Its City Administrator-Clerk

1st Reading: _____

By: _____

2nd Reading: _____

Motion By: _____

Second By: _____



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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: March 6, 2023

SUBJECT: First Reading, Ordinance Amending Table 4-1 and 4-2 of the Zoning Ordinance pertaining to recreational uses in C-6 zone.

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

- 1. The City of Northport requests an amendment to Table 4-1 Table of Allowable Uses. This amendment will create a Recreation District (REC) and will define what uses are allowed in the Recreational Zoning District. This change also necessitates modifications to Table 4-2 Standards for Nonresidential Uses by District. The City is also proposing modifications to allow miniature golf/driving ranges and amusement parks in the C-6 (Highway Commercial) Zoning District and removing them from M-1 (Industrial).**

Recommendation:

The Northport Planning and Zoning Commission met on February 14, 2023, and made a favorable recommendation to the City Council on the amending of Table 4-1 and 4-2 of the Zoning Ordinance.

Funding Source/GL Code:

NA

Motion for Consideration:

None needed for a First Reading.

ORDINANCE NO. _____

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

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

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

WHEREAS, the City of Northport recognizes the need from time to time to make adjustments to the City’s zoning standards; and

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

NOW, THEREFORE, BE IT ORDINANED by the City Council for the City of Northport, Alabama, that Ordinance No. 1779, “Northport Zoning Ordinance”, is here by amend, as it appears in the attached document shown as “Exhibit A”.

See “Exhibit A” attached

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

ADOPTED this the _____ day of _____, 2023.

CITY COUNCIL OF THE
CITY OF NORTHPORT

COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Council President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the _____ day of _____, 2023.

Bobby Herndon, Mayor

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

Glenda D. Webb, City Administrator

1st Reading: _____
Motion: _____
2nd Reading: _____
Motion By: _____
Second By: _____
Publication: _____

**Table 4-1
TABLE OF PERMITTED USES**

USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Agricultural Uses:</i>												
Agricultural/Farming		P										
Forestry	x	P										
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
<i>Agricultural Support :</i>												
Farm Equipment sales/repair		C						P	P	C		
Farm produce sales		P						P				
Farm produce supply		P						P	P	C		
Farm product processing		C							C	C		
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
<i>Nurseries:</i>												
Wholesale		C						C	C	C		
Retail							P	P				
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
<i>Residential Uses:</i>												
Single Family Detached		P	P	P								
Multi-Family	x			P		C	C					
Manufactured /Modular Home Subdivision	x	C		C								
Manufactured Home Park	x	C		C								
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
<i>Institutional Uses:</i>												
Schools – Public/Private			C	C	P	P						
Cemetery		P		C	P	P	P					
Place of Worship	x	P	C	P	P	P	P					
Community Center	x		C	P	P	P	P				P	
Daycare	x			C	P	P	P					
Group Homes	x		C	C	P	P	P					
Nursing Home/ Assisted Living Facility	x			C	P	P	P					

USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Office Uses:</i>												
Business/Professional Office					P	P	P	P	C	C		
Bank or Financial Svs.					P	P	P	P	C			
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
<i>Commercial & Entertainment Uses:</i>												
Auto Accessory Store	x						P	P				
Barber/Beauty Shop					P	P	P	P				
Building Material Sales	x						C	P	P	P		
Commercial or trade school					C	C	P	P	P	P		
Convenience Store (no fuel)	x					P	P	P				
Dance/Gymnastics Studio					C	P	P	P				
Entertainment, Indoor						C	P	P			P	
Entertainment, Outdoor								C				
Garden Center or Nursery						C	P	P	P	P		
General Retail, Enclosed						P	P	P				
Greenhouse/Farm Produce Sales		P						P	C			
Home Improvement Ctr.							C	P	P			
Pawn/Smoke/Tattoo Shops ¹								P				
Recreation, Indoor						C	P	P				
Recreation, Outdoor								P			P	
Restaurant, Eat-In	x					P	P	P	P	C		
Tavern							P	P	P	C		
Shopping Center						P	P	P				
Veterinary Office/kennel	x	P			C	P	P	P	P			
Payday Loan/ Title Loan/We Buy Gold/Check Cashing ¹								P				
Medical Cannabis Dispensing Site								P				

¹Ordinance 1814 established a 1,500 foot radius separation between payday loan, title loan, pawn shops, we buy gold businesses, check cashing businesses. Ordinance 1814 also established a 3,000 foot radius separation for Tattoo Shops. All existing business at the time this ordinance was enacted is allowed a one time relocation within a C-6 zone without compliance with the density limits contained in this ordinance. See Appendix C. Ordinance 1975 amended Ordinance 1814

USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Road Service Uses</i>												
Auto repair, paint/body	x						P	P	P	P		
Car Wash	x					P	P	P	P	P		
Flea market							C	C	C			
Gasoline/service station							C	P	P	P		
Hotel/Motel							P	P				
Outdoor/Drive-In Theatre	x	C						C	C			
Restaurant, Fast Food						C	P	P	P			
Small Engine Repair							P	P	P			
Vehicle Sales or Rental							C	P	P			
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
<i>Shopping Center</i>												
Regional Shopping Ctr. 500,000+ sf. Floor area							P	P				
Neighborhood Shopping Ctr.	x					P	P	P				
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
<i>Commercial Support:</i>												
Bottling plant/bakery	x							P	P	P		
Contractor storage yard	x							C	P	P		
Printing/publishing	x							P	P	P		
Recycled materials collection/storage	x							C	P	P		
Sales/minor storage of gaseous fuels	x							P	P	P		
Sales/repair of heavy equipment								C	P	P		
Veterinary Office/kennel w/outdoor pens		C							C			
Warehouse								C	P	P		
Mini-warehouse	x							C	P			
Office Warehouse	x							C	P			
Wholesale distributor								C	P	P		

USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
Commercial Recreation Uses	x											
Miniature Golf/driving range		C						P	C			
Amusement Park								P	C			
Fairground		C							C			
Amphitheater									C		P	
Race track		C							C	C		
Stadium/arena									C	C		
Skate Rink		C					C	P	C			
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
Recreational Rental Dwellings	x											
Campground		C							C	C	P	
Cottages/cabins		C							C	C	P	
Recreation vehicle park		C							C	C	P	
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
Recreational Uses:												
Golf Course		P									P	
Park		P	P	P	P	P	P	P	P	P	P	
Tennis Court			P	P							P	
Swimming Pool			P	P							P	
Sports Field/Complex											P	
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2		DTR*
Public Service Uses:												
Communication Tower	x	P			P		C	P	P	P		
Hospital	x				C	C	C	C	C			
Municipal Office/Facility		C			P	C	P	P	P			
Public Utility			C	C	P	P	P	P	P	P		
Utility service yard or garage		C				C	C	P	P	P		

USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Industrial Uses:</i>												
Bulk storage of chemicals or fuels	x								C	C		
Commercial incinerator	x								C	C		
Food processing/packing	x								C	C		
Freight/trucking terminal									C	C		
Manufacture of building materials									C	P		
Manufacture/storage of explosives	x								C	C		
Manufacturing									C	P		
Outdoor storage of machinery									C	P		
Recycled materials processing									C	C		
Scientific testing/research laboratory									C	P		
Slaughterhouse	x								C	C		
Storage of sand/gravel/blocks	x								C	P		
Salvage Yard (Auto,etc)	x								C	C		
Mine/quarry	x	C							C	C		
Warehouse, Distribution									C	P		

****Downtown/Riverfront – See Core City Zoning & Design Standards (Article VII)***



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

AGENDA ITEM NO. 9.a.3.

MEETING DATE: March 6, 2023

SUBJECT: First Reading, Rezoning of Apostolic Overcoming Holy Church of God, Inc. of approximately 1.67 acres located at 3514 14th Street.

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Foster and Herring, LLC, on behalf of Apostolic Overcoming Holy Church of God, request rezoning of approximately 1.67 acres located at 3514 14th Street from RS-4 (Residential Single Family) and M-1 (Light Industrial) to OI (Office and Institutional).

Recommendation:

The Northport Planning and Zoning Commission met on December 13, 2022, and made a favorable recommendation that the request be granted.

Funding Source/GL Code:

NA

Motion for Consideration:

None needed for First Reading.

ORDINANCE NO. _____

ORDINANCE AMENDING THE COMPREHENSIVE ZONING
ORDINANCE FOR THE CITY OF NORTHPORT, ALABAMA

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

Pursuant to Section 11-52-78 of the Code of Alabama, 1975, as amended, the Comprehensive Zoning Ordinance of the City of Northport, Alabama, is hereby amended in the following manner:

1. That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcels being more particularly described as attached in Exhibit "A" in Tuscaloosa County, Alabama to rezone 0.68 acres from RM-2 (Residential Multi - Family) to OI (Office and Institutional). This property is located at 3218 Main Avenue.

This amendment to the existing Comprehensive Zoning Plan of the City of Northport, Alabama, shall become effective immediately upon its passage and advertisement as required by law.

ADOPTED this the _____ day of _____, **2022**.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb,
City Administrator

APPROVED this the _____ day of _____, **2022**.

Bobby Herndon, Mayor

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

Glenda D. Webb, City Administrator

1st Reading: _____
Motion: _____
2nd Reading: _____
Motion By: _____
Second By: _____
Publication: _____



PERMIT PROJECT
FILE #: 22-001958
3514 14TH ST NORTHPORT AL 35476
REZONE PROPERTY FROM RS4 AND M1 TO OI



-
-
-
-
-
-
-
-
-



PERMIT #: R22-000014

Permit Type
Rezoning

Subtype
Rezoning

Work Description:
Rezone property from RS4 and M1 to OI

Applicant
Foster & Herring, LLC - Kenny Herring

Status
Online Application Received

Valuation
0.00



FEES & PAYMENTS

Plan Check Fees
0.00

Permit Fees
100.00

Total Amount
100.00

Amount Paid
0.00

Balance Due
100.00

☐ Non-Billable



PERMIT DATES

Application Date
11/14/2022

Approval Date

Issue Date:

Expiration Date:

Close Date

Last Inspection

Zoning Information

Are you the owner of this property?

No 

Current Zoning District

RS-4 

Requested Zoning District

OI 

 Acreage

1.67

Number of Adjoining Properties

Additional Parcel #s

M1 Zoning OI

63 31 05 16 2 002 047.001

Submittal Documents

Deed to the Subject Property

[Deed.pdf](#)



Signed statement allowing you to act as an authorized agent for the property owner

[2022-11-14 Designation of Agent Form.pdf](#)



Plat or certified survey of the subject property

[Plat.pdf](#)



Names and addresses of all adjoining property owners, including those across a street or railroad right-of-way, as shown in the public records of Tuscaloosa County. Failure to provide complete and up-to-date information could invalidate any change in zoning granted under this application

Upload Document

[OWNERS.xlsx](#)



Including a written legal description matching the area to be rezoned (Tax ID# may not be used as a legal description). Applicant must sign a statement certifying that the submitted legal description accurately represents his/her request. **Must be a WORD document with legal description typed out**

Upload Document

[Legal Description.docx](#)

[Signature.pdf](#)



Note

The Planning Commission's decision regarding this request will be based on the entire range of permitted uses in the requested zoning district, and not solely on the applicant's proposed use(s).

Hearings are held on the second Tuesday of every month. Applications must be submitted one month before the commission meeting.

Use Information

Current Owner

A O H CHURCH OF GOD



General Location or Address of Subject Property

3514 14th Street Northport, AL 35476

Current Use

Church

Prior Action(s) on Subject Property

NA

Describe briefly the proposed use and character of any proposed development

Church Addition and Parking

If development is proposed on the property, what other approvals from the City are required?



Subdivision



Site Plan



Conditional Use



Variance

Other

I, the applicant, certify that all of the above facts are true and correct to the best of my knowledge. I hereby agree to allow the City of Northport to notifying the general public of this request and to pay all applicable fees associated with this application.

Signature

signature.png



OFFICIAL USE ONLY

Date of Planning Commission Meeting

FEES



FEE	DESCI	QUANTITY	AMOUNT	TOTAL
Rezoning Fee				100.00
Plan Check Fees				0.00
Permit Fees				100.00
Total Fees				100.00

PAYMENTS



DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT
Amount Paid						0.00

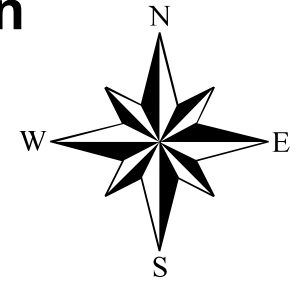
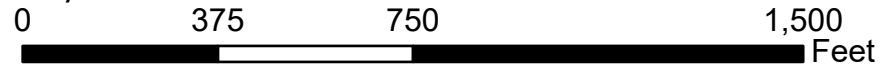
Balance Due	100.00
--------------------	---------------

City of Northport Planning & Zoning Commission

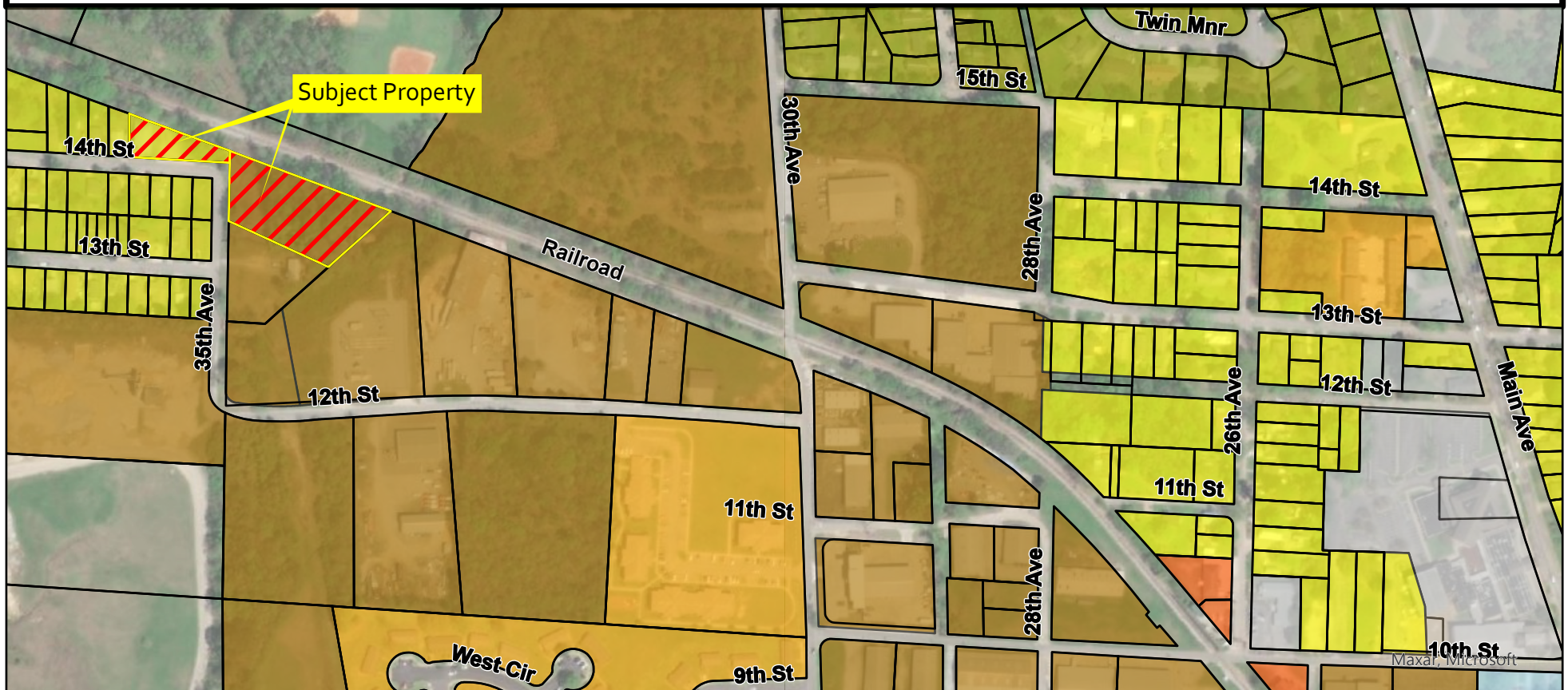
Rezoning & Preliminary Plat

Zoning

- Neighborhood Commercial
- Light Industrial
- Office and Institutional
- Residential/Commercial/Institutional
- Residential Multi-Family
- Residential Single-Family - SD
- Residential Single-Family - 3
- Residential Single-Family - 4
- Subject Property



While the City of Northport, Alabama makes every effort to maintain and distribute accurate information, No Warranties and/or Representations of Any Kind are made regarding information, data or services provided. In no event, shall the City of Northport, Alabama be liable in any way to the users of this data. Users of this data shall hold the City of Northport, Alabama harmless in all matters and accounts arising from the use and/or accuracy of this data.



LEGAL NOTICE

Notice is hereby given that the City Council of Northport will meet in the Council Chambers of the Northport City Hall, at 5:30 p.m. on Monday, March 6, 2023, for the purpose of considering the adoption of a certain amendment to the Comprehensive Zoning Ordinance of Northport, Alabama, being a change in zoning classification as hereinafter set out, and for the purpose of conducting a public hearing in relation thereto. At such time and place, parties in interest, citizens and all persons who desire, shall have an opportunity of being heard in opposition to, or in favor of, the adoption of said amendment to the Comprehensive Zoning Ordinance.

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

Said proposed amendment is a change in zoning classification and an amendment to the Comprehensive Zoning Ordinance, which is set out in a proposed ordinance as follows, to-wit:

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF NORTHPORT, ALABAMA

Rezoning of approximately 1.67 acres to OI (Office and Institutional)

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

Pursuant to Section 11-52-78 of the Code of Alabama, 1975, as amended, the Comprehensive Zoning Ordinance of the City of Northport, Alabama, is hereby amended in the following manner:

1. That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcels being more particularly described as attached in Exhibit "A" in Tuscaloosa County, Alabama to rezone 1.67 acres to OI (Office and Institutional). This property is located at 3514 14th Street.

This amendment to the existing Comprehensive Zoning Plan of the City of Northport, Alabama, shall become effective immediately upon its passage and advertisement as required by law.

Exhibit A

Lots 51 and 52, according to the survey of Quinn's Town, a map or plat of which is recorded in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 6, at Page 26, reference to said map or plat being hereby made in aid of and as a part of this description.

This deed is made to correct that certain deed from Louis Quinn, an unmarried man, to Apostolic Overcoming Holy Church of God, dated February 21, 1962, and recorded in the Probate Office of Tuscaloosa County, Alabama, in Deed Book 473, at Page 69.

Lots 50 and 51, according to the survey of Quinn's Town, a map or plat of which is recorded in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 6, at Page 26, reference to said map or plat being hereby made in aid of and as a part of this description.

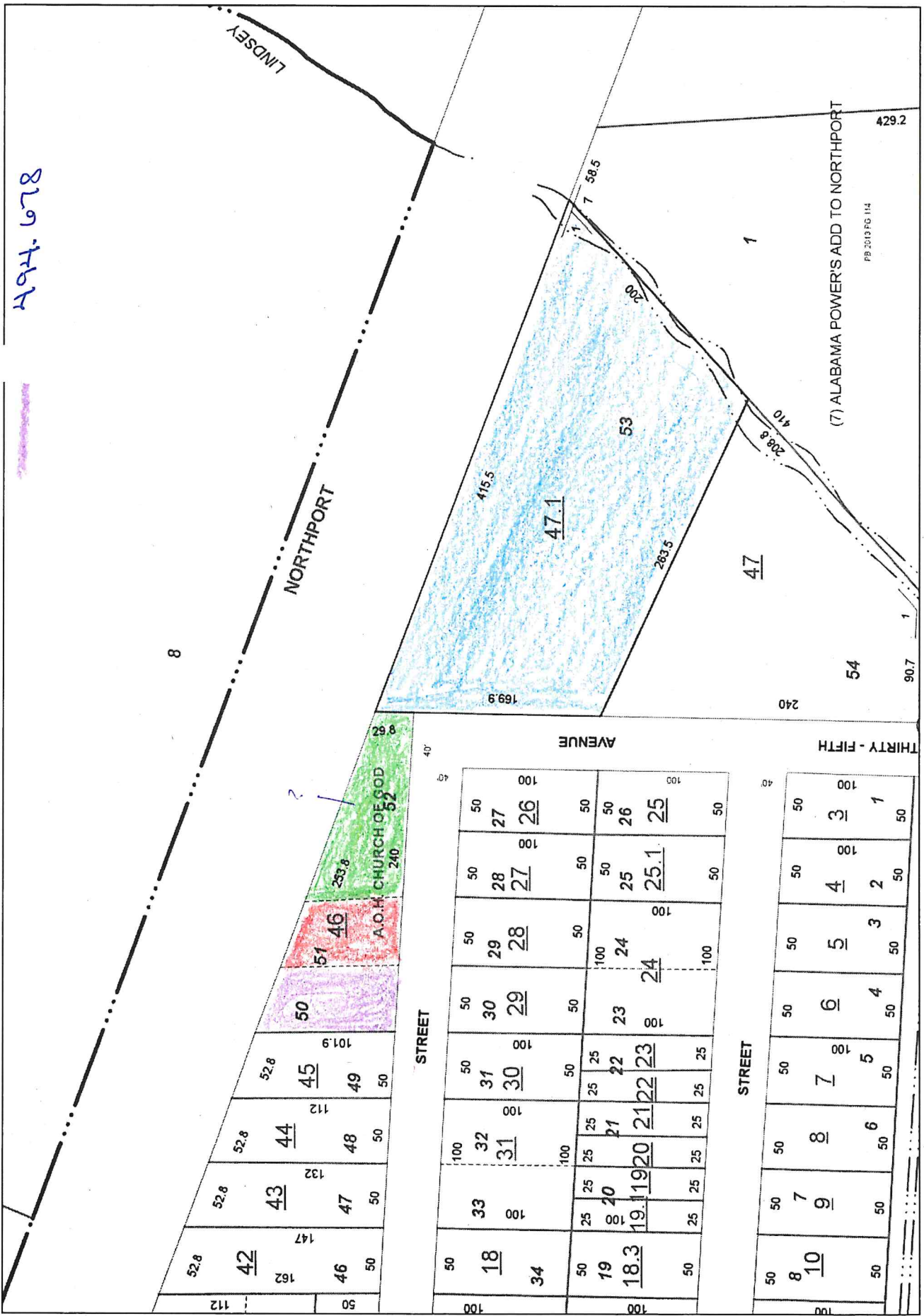
This deed is made to correct that certain deed from Louis Quinn, an unmarried man, to Apostolic Overcoming Holy Church of God, dated February 21, 1962, and recorded in the Probate Office of Tuscaloosa County, Alabama, in Deed Book 473, at Page 69, and also to correct that certain deed from Louis Quinn, an unmarried man,, to Apostolic

Overcoming Holy Church of God, a Corporation, dated May 16, 1962, and recorded in the Probate Office of Tuscaloosa County, Alabama, in Deed Book 477, at Page 368.

All of Lot 53 of Quinn's Towns, a map or plat of which is recorded in Plat Book 6, at Page 26, in the Probate Office of Tuscaloosa County, Alabama.

Deed Bk 2000, Page 10001
 477-368 & 473-69
 477-368; 473-69; 494-678

494-678



4830

BOOK 477 PAGE 368
DEED OF CORRECTIONTHE STATE OF ALABAMA }
TUSCALOOSA COUNTY }THIS INDENTURE, Made and entered into on this 16th day of May, 1962, by and between

Louis Quinn, an unmarried man,

of Tuscaloosa County, Alabama, as the party Y of the first part, andApostolic Overcoming Holy Church of God, a Corporationof Tuscaloosa County, Alabama, as the party Y of the second part:

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

That the party Y of the first part, for and in consideration of the sum of Eight Hundred and No/100 (\$800.00) -----Dollars, lawful money of the United States of America, to him in hand paid by the party Y of the second part, at or before the encasing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, release, convey, and confirm unto the said party Y of the second part its heirs or assigns forever, all of the following described real property located in Tuscaloosa County, Alabama, to-wit:

Lots 51 and 52, according to the survey of Quinn's Town, a map or plat of which is recorded in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 6, at Page 26, reference to said map or plat being hereby made in aid of and as a part of this description.

This deed is made to correct that certain deed from Louis Quinn, an unmarried man, to Apostolic Overcoming Holy Church of God, dated February 21, 1962, and recorded in the Probate Office of Tuscaloosa County, Alabama, in Deed Book 473, at Page 69.

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in any wise appertaining and the reversion or the reversions, remainder or remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, dower and the right of dower, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party Y of the first part, of, in, and to the same and every part or parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said party Y of the second part, its heirs or assigns forever. And the party Y of the first part covenants and agrees with the said party Y of the second part that he is seized of an indefeasible estate in fee simple in and to said property; that he has the lawful right to sell and convey the same in fee simple; that the said property is free from all mortgages, liens, and encumbrances; that he is entitled to the immediate possession thereof; and that he will forever warrant and defend the title to the same and the possession thereof unto the said party Y of the second part, its heirs or assigns, against the lawful claims and demands of all persons, whomsoever, except that the above described property is subject to all existing utility easements of record which pertain to said property.

IN WITNESS WHEREOF, the said party Y of the first part hereunto sets his hand and seal on this the 16th day of May, 1962.

WITNESSES:

Edna Hardy
Edna Hardy

Louis Quinn (L. S.)
Louis Quinn

(L. S.)

(L. S.)

(L. S.)

(L. S.)

THE STATE OF ALABAMA, TUSCALOOSA COUNTY

I, Sue S. Campbell, a Notary Public in and for said County and State, do hereby certify that Louis Quinn, an unmarried man,

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 18 day of May, 1962
Sue S. Campbell
 Notary Public in and for Tuscaloosa County, Alabama

THE STATE OF _____
 COUNTY OF _____

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

whose name _____ signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the _____ day of _____, 19____

Notary Public in and for _____ County

4830

WARRANTY DEED

LOUIS QUINN TO

APOSTOLIC OVERCOMING HOLY CHURCH

OF GOD, A CORPORATION

THE STATE OF ALABAMA }
 Tuscaloosa County

OFFICE OF JUDGE OF PROBATE

I, DAVID M. COCHRANE, Judge of Probate in and for said County and State, do hereby certify that the foregoing conveyance was filed in my office for registration on the 21 day of May, 1962 at 4 P.M., and duly recorded in Deed Book No. 477 Page 368 Given under my hand this 25 day of May, 1962

DAVID M. COCHRANE, Judge of Probate

THE STATE OF ALABAMA }
 Tuscaloosa County

I, DAVID M. COCHRANE, Judge of Probate for said County, hereby certify that the following privilege tax has been paid on the within instrument as required by Acts 1902 and 1903, viz:

\$ _____ Cents

DAVID M. COCHRANE, Judge of Probate

AMOUNT OF FEES

For Recording \$ 1.20

For Taxes limited

Total \$ 1.45

DAVID M. COCHRANE, Judge of Probate

6513

BOOK 494 PAGE 673

THE STATE OF ALABAMA }
TUSCALOOSA COUNTY }

DEED OF CORRECTION

THIS INDENTURE, Made and entered into on this the 15th day of March, 1963, by and between

Louis Quinn, an unmarried man,

of Tuscaloosa County, Alabama, as the part Y of the first part, andApostolic Overcoming Holy Church of God, a Corporation,of Tuscaloosa County, Alabama, as the part Y of the second part:

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

That the party Y of the first part, for and in consideration of the sum of Eight Hundred and No/100 (\$800.00) Dollars, lawful money of the United States of America, to him in hand paid by the party Y of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, release, convey, and confirm unto the said party Y of the second part its heirs or assigns forever, all of the following described real property located in Tuscaloosa County, Alabama, to-wit:

Lots 50 and 51, according to the survey of Quinn's Town, a map or plat of which is recorded in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 6, at Page 26, reference to said map or plat being hereby made in aid of and as a part of this description.

This deed is made to correct that certain deed from Louis Quinn, an unmarried man, to Apostolic Overcoming Holy Church of God, dated February 21, 1962, and recorded in the Probate Office of Tuscaloosa County, Alabama, in Deed Book 473, at Page 69, and also to correct that certain deed from Louis Quinn, an unmarried man, to Apostolic Overcoming Holy Church of God, a Corporation, dated May 16, 1962, and recorded in the Probate Office of Tuscaloosa County, Alabama, in Deed Book 477, at Page 368.

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in any wise appertaining and the reversion or the reversions, remainder or remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, dower and the right of dower, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party Y of the first part, of, in, and to the same and every part or parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said party Y of the second part, its heirs or assigns forever. And the party Y of the first part covenants and agrees with the said party Y of the second part that he is seized of an indefeasible estate in fee simple in and to said property; that he has the lawful right to sell and convey the same in fee simple; that the said property is free from all mortgages, liens, and encumbrances; that he is entitled to the immediate possession thereof; and that he will forever warrant and defend the title to the same and the possession thereof unto the said party Y of the second part, its heirs or assigns, against the lawful claims and demands of all persons, whomsoever, except that the above described property is subject to all existing utility easements of record which pertain to said property.

IN WITNESS WHEREOF, the said party Y of the first part hereunto set his hand and seal on this the 15th day of March, 1963.

WITNESSES:

Ernest Edna HardyLouis Quinn (L. S.)

(L. S.)

(L. S.)

(L. S.)

(L. S.)

THE STATE OF ALABAMA, TUSCALOOSA COUNTY

I, Sanford B. McFenjie, a Notary Public in and for said County and State, do hereby certify that Louis Quinn, an unmarried man,

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 15 day of March, 1963.
 My Commission expires October 3, 1963.
Sanford B. McFenjie
 Notary Public, State of Alabama at Large Notary Public in and for Tuscaloosa County, Alabama

THE STATE OF _____
 COUNTY OF _____

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

whose name _____ signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the _____ day of _____, 19____

Notary Public in and for _____ County

6073
WARRANTY DEED

LOUIS QUINN
 TO
 THE APOSTOLIC CHERVONING
 HOLY CHURCH OF GOD, A
 CORPORATION

THE STATE OF ALABAMA }
 Tuscaloosa County

OFFICE OF JUDGE OF PROBATE

I, DAVID M. COCHRANE, Judge of Probate in and for said County and State, do hereby certify that the foregoing conveyance was filed in my office for registration on the 16 day of Sept, 1963.

at 12 M., and duly recorded in Deed

Book No. 494 Page 678

Given under my hand this 20 day of Sept, 1963.

DAVID M. COCHRANE,
 Judge of Probate

not Joseph Hardy
1800 1/2 St SE
33219
21st St
21st St
21st St

THE STATE OF ALABAMA }
 Tuscaloosa County

I, DAVID M. COCHRANE, Judge of Probate for said County, hereby certify that the following privilege tax has been paid on the within instrument as required by Acts 1902 and 1903, viz:

corrected

DAVID M. COCHRANE,
 Judge of Probate

AMOUNT OF FEES

For Recording - - - - - \$ 1.20

For Taxes - *Corrected*

Conf - 25

Total - - - - - \$ 1.45

DAVID M. COCHRANE,
 Judge of Probate

2765

THE STATE OF ALABAMA }
TUSCALOOSA COUNTY }

BOOK 473 PAGE 69

THIS INDENTURE, Made and entered into on this the 21st day of February, 19 62, by and between

Louis Quinn, an unmarried man,

of Tuscaloosa County, Alabama, as the party of the first part, andApostolic Overcoming Holy Church of Godof Tuscaloosa County, Alabama, as the party of the second part:

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

That the party of the first part, for and in consideration of the sum of Eight Hundred and No/100 (\$800.00) Dollars, lawful money of the United States of America, to him in hand paid by the party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, release, convey, and confirm unto the said party of the second part its heirs or assigns forever, all of the following described real property located in Tuscaloosa County, Alabama, to-wit:

Lots 51 and 52, according to the survey of Quinn's Town, a map or plat of which is recorded in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 6, at Page 26, reference to said map or plat being hereby made in aid of and as a part of this description.



Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in any wise appertaining and the reversion or the reversions, remainder or remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, dower and the right of dower, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, and to the same and every part or parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said party of the second part its heirs or assigns forever. And the party of the first part covenants and agrees with the said party of the second part that he is seized of an indefeasible estate in fee simple in and to said property; that he has the lawful right to sell and convey the same in fee simple; that the said property is free from all mortgages, liens, and encumbrances; that he is entitled to the immediate possession thereof; and that he will forever warrant and defend the title to the same and the possession thereof unto the said party of the second part, its heirs or assigns, against the lawful claims and demands of all persons, whomsoever, except that the above described property is subject to all existing utility easements of record which pertain to said property.

IN WITNESS WHEREOF, the said party of the first part hereunto set his hand and seal on this the 21st day of February, 19 62.

WITNESSES:

Louis Quinn (L.S.)
Louis Quinn

(L.S.)

(L.S.)

(L.S.)

(L.S.)

THE STATE OF ALABAMA, TUSCALOOSA COUNTY

I, James M. Quinn, a Notary Public in and for said County and State, do hereby certify that Louis Quinn, an unmarried man,

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 21 day of February, 1962.

James M. Quinn
Notary Public in and for Tuscaloosa County, Alabama

THE STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in and for said County and State, do hereby certify that _____

whose name _____ signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the _____ day of _____, 19____.

Notary Public in and for _____ County

2765
WARRANTY DEED

Louis Quinn
TO
apostolic parsonage
St. Mary Church of 2100
Joseph C. Hardy
3309-21st

THE STATE OF ALABAMA }
Tuscaloosa County

OFFICE OF JUDGE OF PROBATE

I, DAVID M. COCHRANE, Judge of Probate in and for said County and State, do hereby certify that the foregoing conveyance was filed in my office for registration on the 22

day of Feb., 1962

at 30 M., and duly recorded in Deed

Book No. 473 Page 69

Given under my hand this 27 day of

Feb., 1962

DAVID M. COCHRANE,
Judge of Probate

THE STATE OF ALABAMA }
Tuscaloosa County

I, DAVID M. COCHRANE, Judge of Probate for said County, hereby certify that the following privilege tax has been paid on the within instrument as required by Acts 1902 and 1903, viz:

\$ _____ Cents

DAVID M. COCHRANE,
Judge of Probate

AMOUNT OF FEES

For Recording - - - - \$ 1.20

For Taxes - - - - \$ 1.00

- - - - \$.25

Total - - - - \$ 2.45

DAVID M. COCHRANE,
Judge of Probate

PREPARED BY: Donald L. Dionne, Dionne & Dionne, 1008 Lurleen Wallace Blvd. N. , Tuscaloosa, Alabama 35401

SEND TAX NOTICE TO: Apostolic Overcoming Holy Church of God, Inc., 3514 14th Street, Northport, Alabama 35476

Source of Title: Deed Book 1997 Page 36204

WARRANTY DEED

STATE OF ALABAMA §
COUNTY OF TUSCALOOSA §

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Ten Dollars to the undersigned GRANTOR, in hand paid by the GRANTEEES herein, the receipt of which is hereby acknowledged, *Eugene Simon, a married man*, (herein referred to as GRANTOR, whether one or more) do grant, bargain, sell and convey unto *Apostolic Overcoming Holy Church of God, Inc.* (herein referred to as GRANTEEES), the following described real estate situated in Tuscaloosa, County, Alabama, to-wit:

All of Lot 53 of Quinns Towns, a map or plat of which is recorded in Plat Book 6, at Page 26, in the Probate Office of Tuscaloosa County, Alabama.

This conveyance is hereby made subject to restrictive covenants, rights of way, easements and other reservations of record in the Probate Office of Tuscaloosa County, Alabama, that apply to the above described property.

The above-described property DOES NOT constitute the homestead of any of the Grantor.

TO HAVE AND TO HOLD Unto the said GRANTEEES, their heirs and assigns, forever.

And I do for myself and for my heirs, executors and administrators covenant with said GRANTEEES, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will, and my heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, on 6-30, 2000.

Eugene Simon
Eugene Simon

STATE OF ALABAMA §
COUNTY OF TUSCALOOSA §

2000 10021
Recorded in the Above
DEED Book & Page
07-10-2000 09:30:07 AM
Source Of Title: 1997 / 36204

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that *Eugene Simon*, Probate Judge, is the duly qualified authority for said County, Alabama, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the date the same bears date. Given under my hand and official seal on June 30, 2000.

Jamie Cobb
Notary Public

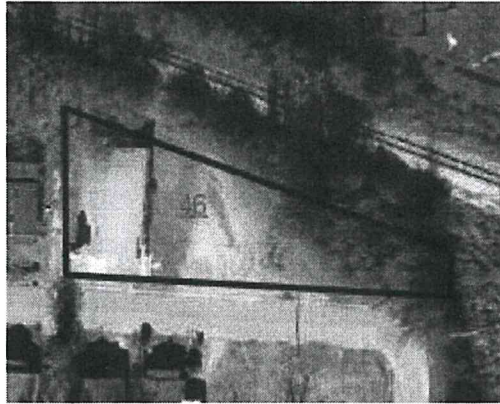
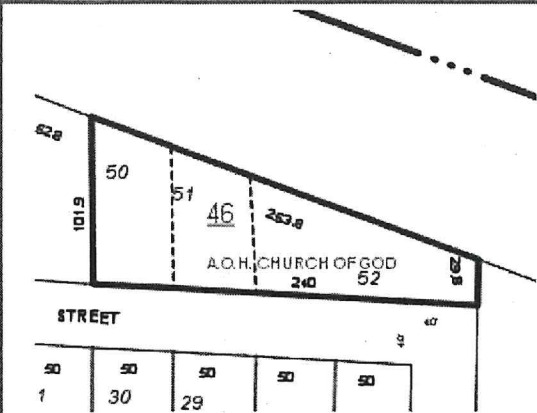
My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Dec. 29, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Book/Pg: 2000/10021
Term/Cashier: SCAN2 / njj
Tran: 1819.119732.169860
Recorded: 07-10-2000 09:30:26
DFE Deed Tax 7.50
PJF Probate Judge Fee 2.00
REC Recording Fee 3.50
SOT Source of Title 1.00
Total Fees: \$ 14.00

2022 Property Record Card

Print [Close](#)



Parcel Info

Parcel Number		Account #	PPin	Exempt	AMENITIES
63 31 05 16 2 002 046.000		52363	9410	Not Exempt	
Physical Addr	3514 14TH ST				
Plat Info:	Book- 0006 Page 0026				
Sub Info:	Sub Block: Lot 50				
Subdivision	QUINNS TOWN				
Neighborhood	MATTHEWS TIER 4				
District	City	S-T-R	Deed Acres	Calc Acres	Last Deed B/P/D
05 - Northport	TUSCALOOSA	16-21S-10W	0	0.37	B-0 P-00000 D-01/01/1900
Legal	LOT 50 51 52 IN QUINNS TOWN SUBD				

Owner

Name	A O H CHURCH OF GOD
Mailing Addr	2817 39TH AVE TUSCALOOSA, AL 35401

2022 Values

Land Total:	\$26,600.00
Building Total:	\$90,300.00
Appraised Value:	\$116,900.00
Yrly Tax:	\$0 for 2022

Misc Improvements

Imprv No	Type	Yr Built	Area SF	Dim
1	54-OTHER (HIGH PARTITION) / BASE 598	1950	2396	0 x 0

Land Elements

CalcType	Location	Units	IsHome
05-Front Foot		240 (ft)	Not HomeStd

PREPARED BY: Donald L. Dionne, Dionne & Dionne, 1008 Lurleen Wallace Blvd. N. , Tuscaloosa, Alabama 35401

SEND TAX NOTICE TO: Apostolic Overcoming Holy Church of God, Inc., 3514 14th Street, Northport, Alabama 35476

Source of Title: Deed Book 1997 Page 36204

WARRANTY DEED

STATE OF ALABAMA §
COUNTY OF TUSCALOOSA §

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Ten Dollars to the undersigned GRANTOR, in hand paid by the GRANTEEES herein, the receipt of which is hereby acknowledged, **Eugene Simon, a married man**, (herein referred to as GRANTOR, whether one or more) do grant, bargain, sell and convey unto **Apostolic Overcoming Holy Church of God, Inc.** (herein referred to as GRANTEEES), the following described real estate situated in Tuscaloosa, County, Alabama, to-wit:

All of Lot 53 of Quinns Towns, a map or plat of which is recorded in Plat Book 6, at Page 26, in the Probate Office of Tuscaloosa County, Alabama.

This conveyance is hereby made subject to restrictive covenants, rights of way, easements and other reservations of record in the Probate Office of Tuscaloosa County, Alabama, that apply to the above described property.

The above-described property DOES NOT constitute the homestead of any of the Grantor.

TO HAVE AND TO HOLD Unto the said GRANTEEES, their heirs and assigns, forever.

And I do for myself and for my heirs, executors and administrators covenant with said GRANTEEES, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will, and my heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, on 6-30, 2000.

Eugene Simon
Eugene Simon

2000 10021
Recorded in the Above
DEED Book & Page
07-10-2000 09:30:07 AM
Source Of Title: 1997 / 36204

STATE OF ALABAMA §
COUNTY OF TUSCALOOSA §

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that **Eugene Simon**, Probate Judge, to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the date the same bears date. Given under my hand and official seal on June 30, 2000.

Jamie Cobb
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Dec. 29, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Book/Pg: 2000/10021
Term/Cashier: SCAN2 / njj
Tran: 1819.119732.169860
Recorded: 07-10-2000 09:30:26
DFE Deed Tax 7.50
PJF Probate Judge Fee 2.00
REC Recording Fee 3.50
SOT Source of Title 1.00
Total Fees: \$ 14.00



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: March 6, 2023

SUBJECT: Resolution Appointing a Member to the Ability Alliance of West Alabama

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Glenda Webb

Summary:

Ms. Vicki Turnage, Executive Director of Ability Alliance of West Alabama, has requested that Ms. Julia Bush be reappointed to the Ability Alliance of West Alabama. Ms. Bush's term expired in November 2022. Ms. Turnage is requesting the reappointment of Ms. Julia Bush to the board with her term to expire November 2028.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move the adoption of the resolution reappointing Ms. Julia Bush to the Ability Alliance of West Alabama with her term to expire November 2028.

RESOLUTION NO. 23 -

RESOLUTION APPOINTING A BOARD MEMBER TO THE ABILITY ALLIANCE OF WEST ALABAMA

WHEREAS, the Northport City Council appoints members to the Ability Alliance of West Alabama; and

WHEREAS, Ms. Julia Bush is currently a member of the board and her appointment expired in November, 2022; and

WHEREAS, the Executive Director of Ability Alliance of West Alabama has requested that Ms. Julia Bush be reappointed to the board for a six-year term; and

WHEREAS, Ms. Bush is a resident of Northport and has agreed to serve the City in this capacity.

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

1. That Ms. Julia Bush is hereby reappointed to the Ability Alliance of West Alabama. Ms. Bush's term will expire in November 2028.

RESOLVED AND DONE THIS 6th DAY OF MARCH, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: March 6, 2023

Motion By:

Second By:



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: March 6, 2023

SUBJECT: A Resolution Authorizing Certain Actions with Respect to General Obligation Warrants, Series 2023, of the City Of Northport

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

This resolution authorizes certain actions with respect to General Obligations Warrants, Series 2023. Final approval of the Council will be required before these General Obligation Warrants can be issued.

Recommendation:

Approve the attached resolution to work towards General Obligation Warrants for recreation capital improvements.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

I move to adopt the resolution authorizing certain actions with respect to General Obligations Warrants, Series 2023.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING CERTAIN ACTIONS WITH RESPECT TO
GENERAL OBLIGATION WARRANTS, SERIES 2023,
OF THE CITY OF NORTHPORT

BE IT RESOLVED BY THE CITY COUNCIL (the "Council") OF THE CITY OF NORTHPORT, ALABAMA (the "City"), as follows:

Section 1. The Council has found and determined, and does hereby find, determine and declare, as follows:

(a) It is in the best interests of the City to acquire, construct and install various capital improvements within the corporate limits of the City, including, without limitation, the following (collectively the "Series 2023 Improvements"):

- (i) capital improvements and renovations to Kentuck Park;
- (ii) capital improvements relating to an adventure park along Rose Boulevard; and
- (iii) capital improvements relating to a water sports recreation park on McFarland Boulevard.

(b) It is necessary and desirable for the City to authorize the structure and offering to the public market of its General Obligation Warrants, Series 2023 (the "Series 2023 Warrants"), for the foregoing purposes.

(c) The Series 2023 Warrants shall be issued in a maximum principal amount of \$47,000,000; provided, however, the expected principal amount of the Series 2023 Warrants is approximately \$42,000,000.

Section 2. Subject to Section 4 hereof, the Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the engagement of The Frazer Lanier Company, Incorporated, as underwriter (the "Underwriter"), to provide all investment banking and underwriting services with respect to the offering, sale and issuance of the Series 2023 Warrants;

(b) the engagement of Maynard, Cooper & Gale, P.C., as bond counsel, and the preparation of the financing and disclosure documents for the Series 2023 Warrants by such bond counsel;

(c) the terms, and distribution by the Underwriter, of a preliminary official statement with respect to the Series 2023 Warrants, on behalf of the City, and upon completion by the City and as approved by the Mayor, Council President, City Administrator or Finance Director of the City; and

(d) the terms and provisions of a warrant purchase agreement (the “Warrant Purchase Agreement”) with respect to the Series 2023 Warrants, by the City and the Underwriter.

Section 3. Subject to Section 4 hereof, the Mayor, Council President, City Administrator and the Finance Director of the City are each hereby authorized and directed to execute and deliver the Warrant Purchase Agreement as well as documents related to the aforementioned engagements listed in Section 2 with respect to the Series 2023 Warrants.

Section 4. The issuance and sale of the Series 2023 Warrants by the City shall be subject to:

(a) the final approval and authorization thereof by the Council, including without limitation 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 and credit enhancement; and

(b) the approving legal opinion of Maynard, Cooper & Gale, P.C., as bond counsel.

Section 5. All actions heretofore taken, and all agreements, documents, instruments and notices heretofore executed, delivered or made, by any of the officers of the City with respect to any matters referenced herein are hereby ratified and confirmed.

Section 6. All resolutions, or parts thereof, of the Council in conflict or inconsistent with any provision of this resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 7. This resolution shall take effect immediately.

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

Jeff Hogg, President of the City Council

S E A L

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

Transmitted to and approved by the Mayor this ____ day of March, 2023.

Dr. John Hinton, Mayor

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

CERTIFICATE OF CITY CLERK

The undersigned duly elected, qualified and acting City Clerk of the City of Northport, Alabama, does hereby certify that the above and foregoing pages constitute a complete, verbatim and compared copy of a resolution duly introduced and adopted by the City at a regular meeting thereof on March 6, 2023, and said resolution has not been repealed, amended, or changed and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the City and have affixed the official seal of the City, this ____ day of March, 2023.

City Clerk of the City of Northport, Alabama

S E A L



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: March 6, 2023

SUBJECT: Resolution Authorizing Award of Contract for Vending Machines at City Facilities to Tuscaloosa Coca-Cola United Bottling Company

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

City staff recently completed a request-for-proposal ("RFP") process for vending machines at city facilities. Based on the recommendation of the RFP selection committee, this resolution allows final negotiation and award of a contract to RFP respondent Tuscaloosa Coca-Cola United Bottling Company.

Recommendation:

Approve the resolution

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to approve this resolution allowing final negotiation and award of a contract for vending machines at city facilities to Tuscaloosa Coca-Cola United Bottling Company

RESOLUTION NO. 23-

RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR VENDING MACHINES AT CITY FACILITIES TO TUSCALOOSA COCA-COLA UNITED BOTTLING COMPANY

WHEREAS, the City of Northport has multiple vending machines at multiple city facilities; and

WHEREAS, city staff recently completed a request for proposals process seeking a single vending machine provider for all facilities; and

WHEREAS, the request for proposals process identified Tuscaloosa Coca-Cola United Bottling Company, (Incorporated), as the most advantageous respondent.

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

1. The City Administrator or staff designee is hereby authorized to negotiate and enter a contract with Tuscaloosa Coca-Cola United Bottling Company for vending machine services at city facilities.
2. The City Administrator is authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this Resolution.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

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:
Motion:
Second:



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: March 6, 2023

SUBJECT: Resolution Authorizing the City Administrator to Execute Amendment No. 1 to Thompson Engineering for the FY 2022 Resurfacing Project

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

On March 7, 2022, the City Council authorized the City Administrator to execute the FY 2022 Resurfacing contract with Burk Kleinpeter, Inc., now known as Thompson Engineering, by Resolution 22-35. The amount of the total contract was \$140,000 with Task 3 being C E & I Services in the amount of \$75,000. Thompson Engineering has submitted Amendment No. 1 to Task 3 in the amount of \$20,000. This will change the total of Task 3 from \$75,000 to \$95,000. Amendment No. 1 is attached. The Engineering department is requesting that the City Council authorize the City Administrator to execute Amendment No.1.

Recommendation:

It is recommended that this request be approved.

Funding Source/GL Code:

GL Code No. 19-32-000-60062 Amount: \$20,000

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute Amendment No. 1 to Thompson Engineering for the FY 2022 Resurfacing project.

RESOLUTION NO 23-176

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE
AMENDMENT NO. 1 TO THOMPSON ENGINEERING FOR THE FY 2022
RESURFACING PROJECT**

WHEREAS, Thompson Engineering has submitted Amendment No. 1 for the FY 2022 Resurfacing Project; and,

WHEREAS, the total amendment amount to be paid by the City of Northport is \$20,000 which will change the total fee for Task 3 – Construction, Engineering and Inspection from \$75,000 to \$95,000; and,

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute the amendment request in the amount of \$20,000.

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

- 1) That the City Administrator be authorized to execute Amendment No. 1 in the amount of \$20,000 to Thompson Engineering for the FY 2022 Resurfacing Project,
- 2) Upon execution of the agreement by both parties, that a copy of such Amendment No. 1 be kept on file by the office of the City Administrator.
- 3) That the City Administrator be authorized to execute any necessary documents and requisitions pertaining to said Amendment No. 1.

RESOLVED AND DONE THIS 6th day of March 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

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



February 22, 2023

Ms. Tera Tubbs, PE

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

Re: Amendment No. 1 – Task 3 – FY 2022 Northport Resurfacing – Construction Engineering and Inspection Services – Thompson Proposal No.: 23-2131-0005

Dear Ms. Tubbs:

Below is a revision to Task 3 of our original fee estimate to complete the CE&I duties on the above referenced project. The original fee estimate was based on 60 working days of resurfacing work. During the design process, additional streets were added and the project was awarded to ST Bunn Construction with 120 calendar days. During construction, ST Bunn's scope was also modified to mobilize, provide traffic control, and mill and pave the 5th Street bridge ends and shape the base on the 12th Street parking lot.

Scope of Work

Task 3 – Construction Engineering & Inspection

- Construction Inspection
 - Monitor contractor's activities daily
 - Monitor contractor's compliance with plans & specs
 - Perform final inspection and/or coordinate parties' attendance
 - Report & recommend or direct field construction issues
 - Identify, report & instruct contractor to correct discrepancies
 - Review constructability or other issues
- Construction Administration
 - Review & submit contractor's applications for payment
 - Field measure quantities for payment
 - Applications for Payment
 - Prepare progress reports for Owner
 - Supervision during construction
 - Authorize monthly payments to contractor
 - Submit offer of final estimate to contractor
 - Monitor & document claims
 - Project closeout
 - Assist or analyze and/or settle claims
 - Prepare & process closeout claim documentation

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

Work Authorization and Schedule

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

Compensation

Original Fee for Task 3 – Construction Engineering & Inspection..... Hourly \$75,000.00

Amendment No. 1 to Task 3 – Construction Engineering & Inspection..... Hourly \$20,000.00

Revised Fee for Task 3 – Construction Engineering & Inspection..... Hourly \$95,000.00

Thompson proposes to perform these services for Amendment No. 1 for an estimated fee of **\$20,000.00**. Services will be invoiced on a monthly basis at or near the end of each month. Payment of invoices shall be received within 30 days of the date of the invoice.

Closure

Thompson Engineering appreciates this opportunity to submit this proposal for Amendment No. 1 to Task 3 for CE&I services. We trust that the scope of services and fees outlined herein are acceptable and within your project plans and look forward to commencement of work. Should any questions arise regarding the technical scope and/or schedule of fees for this proposal, please advise.

Respectfully submitted,
THOMPSON ENGINEERING, INC.



Craig P. Williams, PE Principal – Team Leader



Clay B. Randolph, PE Senior Engineer

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

1. SCOPE OF WORK

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

2. INVOICES

The Client shall pay **Thompson Engineering** for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on **Thompson Engineering's** standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. **Thompson Engineering** will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. If **Thompson Engineering** personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, **Thompson Engineering** shall be reimbursed on a time and material basis in accordance with **Thompson Engineering's** then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

3. RIGHT OF ENTRY

The Client will provide for right of entry of **Thompson Engineering** personnel and all necessary equipment, in order to complete the Work. While **Thompson Engineering** will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be **Thompson Engineering's** responsibility.

4. UTILITIES

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

5. SAMPLES

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

6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by **Thompson Engineering**, as instruments of service, shall remain the property of **Thompson Engineering**. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. **Thompson Engineering** will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times. All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. **Thompson Engineering** consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

7. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all

reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

8. PROFESSIONAL RESPONSIBILITY

Thompson Engineering represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by **Thompson Engineering** and that the data interpretations and recommendations of **Thompson Engineering's** personnel are based solely on the information available to them. **Thompson Engineering** will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

9. LIMITATION OF LIABILITY

A. This Agreement shall exclude all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health. B. For claims not excluded by Paragraph A, the Client agrees to limit **Thompson Engineering's** liability to the Client for any and all claims, losses, costs, or damages whatsoever on any project arising from this Agreement and/or performance of the work by **Thompson Engineering**, such that the total aggregate liability of **Thompson Engineering** to the Client shall not exceed \$50,000 or **Thompson Engineering's** total fee for the services rendered on the project, whichever is less. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to **Thompson Engineering**, which liability may arise on account of **Thompson Engineering's** performance of services or its acts, errors and omissions.

10. INSURANCE

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

11. INDEMNIFICATION

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

12. ASSIGNS

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

13. SAMPLING OR TEST LOCATION

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

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

14. RIGHT TO STOP WORK

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

15. ROOF CUTS

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

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing, **Thompson Engineering** shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and **Thompson Engineering**, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow **Thompson Engineering** to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents. **Thompson Engineering** shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. **Thompson Engineering** shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. **Thompson Engineering** does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

17. SAFETY

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

18. HAZARDOUS SUBSTANCES

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

19. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

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

20. GOVERNING LAW

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

21. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and **Thompson Engineering** and supersedes all prior negotiations, representations and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

22. SEVERABILITY

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

Approved and Authorized by*:

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

Glenda D. Webb

Amendment No. 1 -Task 3: \$20,000.00

By: Glenda D. Webb

By: Craig P. Williams, PE

As its: City Administrator

As its: Principal

Date: _____

Date: 2/22/2023

Address: 3500 McFarland Blvd.

Address: 2900 8th Street

Northport, AL 35476

Tuscaloosa, AL 35401

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

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

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



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: March 6, 2023

SUBJECT: Resolution Declaring A Bid Law Exemption Pursuant to Alabama Code § 41-16-51(b)(7) and Authorize a Contract with Schreiber, LLC.

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The attached resolution is to declare a bid law exception pursuant to ALA. Code § 41-16-51(b)(7), which holds the contract exempt from competitive bidding requirements, as a purchase of equipment used in the normal and routine operation of any sanitary sewer system owned by a municipality. The resolution authorizes the City Administrator to enter into a contract with Schreiber, LLC., for the purchase of a grit bridge, a grit classifier, and the installation of the equipment at the Wastewater Treatment Plant.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. Amount: \$302,020.00

Motion for Consideration:

I move to approve the resolution to declare a bid law exception pursuant to ALA. Code § 41-16-51(b)(7), and to authorize the City Administrator to enter into a contract with Schreiber, LLC., for the purchase and installation of a grit bridge and grit classifier for the WWTP.

RESOLUTION NO. 23-

RESOLUTION DECLARING A BID LAW EXCEPTION PURSUANT TO ALA. CODE § 41-16-51(b)(7) AND AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH SCHREIBER, LLC.

WHEREAS, the Utilities Department desires to enter into a contract with Schreiber, LLC. for the purpose of purchasing a grit bridge and a grit classifier for the Wastewater Treatment Plant, and have both installed at the plant; and

WHEREAS, the City finds and declares this contract to be exempt from competitive bidding requirements pursuant ALA. Code § 41-16-51(b)(7), which states that purchase of equipment used in the normal and routine operation of any sanitary sewer system owned by a municipality ; and

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

- 1) The City Administrator is authorized to execute a contract with Schreiber, LLC. for the purchase and installation of a grit bridge and grit classifier, in the amount of \$302,020.00 for the Wastewater Treatment Plant.
- 2) The City Council finds and declares that the above contract is exempt from the competitive bidding requirements of the Alabama Bid Law pursuant to ALA. Code § 41-16-51(b)(7).

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: March 6, 2023
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: March 6, 2023

SUBJECT: Resolution Awarding Bid 23-04 Buckhead Drainage Way Cleanup

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Brooke Starnes

Summary:

The Public Works Department received bids for Buckhead Drainage Way Clean-up on February 22, 2023, and Milligan Outdoor Service Solutions was the lowest bidder. See Exhibit "A". The bid is for a 36 month period beginning March 2023 for four (4) mowing cycles each year for a total of \$19,788.00. The bidder will provide mowing, cutting and general clean-up of the drainage way.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-327-50360 - Buckhead Drainage Maintenance Amount: \$19,788.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$ 19,788.00 to Milligan Outdoor Service Solutions.

RESOLUTION NO 23-_____

**RESOLUTION AWARDING THE BID FOR
BID FILE NO. 23-04 BUCKHEAD DRAINAGE WAY CLEANUP**

WHEREAS, on February 22,2023, the Department of Public Works received proposals for Bid File No. 23-04, *Buckhead Drainage Way Cleanup*; and,

WHEREAS, said bid was for providing mowing, cutting and general clean-up of the drainage way

WHEREAS, said bid specified a thirty-six (36) month term beginning March 2023 and ending March 2026.

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

- 1) The City Council award the bid to the bidder meeting specifications and having the lowest unit price as itemized in the bid tabulation attached as **Exhibit “A”**.
- 2) That the City Administrator is hereby authorized to approve, as needed, all purchase requisitions for Buckhead Drainage Way Clean up using the unit prices from said bid file.

RESOLVED AND DONE this _____ day of _____ 2023.

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

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

EXHIBIT "A"
BID TABULATION - BID FILE NO. 23-04
CITY OF NORTHPORT
BUCKHEAD DRAINAGE WAY CLEAN UP
Bid Opening February 22, 2023
at 10:30 A.M.

BIDDER	TOTAL AMOUNT
Milligan Outdoor Service Solutions	\$19,788.00
GreenCo Landscapes, LLC	\$23,400.00
Red Oak Outdoor Services, LLC	\$23,400.00

Opened by: Tim Falls

Witnessed by: Summer Cockrell



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: March 6, 2023

SUBJECT: Resolution Awarding Bid 23-02 Two Zero Turn Mowers

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Brooke Starnes

Summary:

The Public Works Department received bids for two (2) 72" Zero Turn Lawnmowers, Bid File No. 23-02, on February 22, 2023.

The Department received two (2) proposals. Tuskaloosa Lawn Equipment was the bidder, meeting all bid specifications and having the lowest price. See Exhibit A. The bid price is \$37,110.44.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-600-80000 - Capital Budget Amount: \$ 37,110.44

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$37,110.44 to Tuskaloosa Lawn Equipment.

RESOLUTION NO 23-_____

**RESOLUTION AWARDING THE BID FOR
BID FILE NO. 23-02 TWO 72" ZERO TURN MOWERS**

WHEREAS, on February 22, 2023, the Department of Public Works received proposals for Bid File No. 23-02, two 72" Zero Turn Mowers; and,

WHEREAS, said bid was for unit price for two 72" Zero Turn Mowers; and,

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

- 1) That the City Council award the bid to, Tuskaloosa Lawn Equipment the bidder meeting specifications and having the lowest unit price as itemized in the bid tabulation attached as **Exhibit "A"**.
- 2) That the City Administrator is hereby authorized to approve, as needed, the purchase requisition for the two zero turn mowers using the price from said bid file.

RESOLVED AND DONE this _____ day of _____ 2023.

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

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

EXHIBIT "A"
BID TABULATION - BID FILE NO. 23-03
CITY OF NORTHPORT
TWO ZERO TURN LAWN MOWERS
Bid Opening 2/22/2023
at 10:15 A.M.

Bidder	Quantity	Total
Tuskaloosa Lawn Equipment	2	\$37,110.44
Ground Works Distribution, LLC	2	\$37,917.36

Tim Falls
 Opened By

Summer Cockrell
 Witnessed By



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: March 6, 2023

SUBJECT: Temporary Resolution, Resolution authorizing the City Administrator to enter into the updated AAFC Mutual Aid Consortium Agreement with Rules & Procedures as adopted Feb 2023

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This resolution will authorize the City Administrator to enter into the updated AAFC (Alabama Association of Fire Chiefs) Mutual Aid Consortium with Rules and Procedures adopted in February of 2023. The resolution is adopting minor changes to the Mutual Aid Consortium Agreement to ensure there are no issues with FEMA reimbursement. Please see the attached document packet for more details.

Recommendation:

Approve this request.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

Approval of the Consent Agenda will allow the City Administrator to enter into the updated AAFC (Alabama Association of Fire Chiefs) Mutual Aid Consortium with Rules and Procedures adopted in February of 2023.

Alabama Association of Fire Chiefs Mutual Aid Consortium



Rules and Procedures

Version 1.0

02/2023

Purpose

The purpose of the Alabama Association of Fire Chiefs Mutual Aid Consortium (AAFCMAC) is to provide local fire chiefs and emergency officials access to large quantities of fire and specialized rescue resources that may be needed in a disaster or major emergency. The Alabama Fire Chiefs developed this plan to provide for the systematic mobilization, deployment, and management of resources to assist local agencies during a major emergency. No jurisdiction has sufficient resources to cope with all emergencies.

The AAFCMAC coordinates emergency rapid response and sustained operations when a jurisdiction or region is stricken by an overwhelming event generated by manmade, technological, or environmental threats through mutual aid agreements. Upon request, the AAFCMAC will mobilize and deploy assets to a sustained fire, mass casualty, technical rescue, water rescue, and incident management team resources to prevent loss of life, human suffering and further damage to property or the environment.

Member organizations of the AAFCMAC are defined as Departments or Agencies that have agreed through a resolution or ordinance enacted by the governing body and have a current signed the AAFCAC agreement submitted to the AAFC. A sample agreement is attached as Appendix A.

Structure

The AAFCMAC will operate under the direction of the Mutual Aid Committee. The Mutual Aid Committee is led by the Mutual Aid Coordinator as appointed by the AAFC President, and two (2) regional delegates as appointed by each AAFC Regional group.

The resources of AAFCMAC for events that exceed the capabilities of the local jurisdiction will be coordinated primarily through the Mutual Aid Coordinator. The Mutual Aid Coordinator will maintain resource inventory lists and coordinate assets with Mutual Aid Committee.

Each region's delegates will be responsible for maintaining annual updates to the region's resources and pre-designated strike team and task force rotation. The Mutual Aid Coordinator is responsible for ensuring the resource inventory is updated. The Mutual Aid Coordinator will serve as the liaison to the Alabama All Hazards Incident Management Team, Alabama EMA and Emergency Support Function #4 Coordinator.

Activation of the Mutual Aid Consortium

When a local jurisdiction is affected by natural or a manmade disaster, the incident commander will initially request additional assistance using their local mutual aid system. The AAFCMAC does not replace or inhibit the development of any local or regional mutual aid agreements. When a local jurisdiction exhausts their available resources through local mutual aid, or needs specialized assets not otherwise available, the AAFCMAC may be activated. The AAFCMAC may also be activated to pre-deploy assets for anticipated hurricane landfalls and other events or incidents pre-approved by the Mutual Aid Committee.

In cases of anticipated deployments, the Mutual Aid Coordinator or a designated advance team may pre-deploy to serve as a liaison between the local fire chief and AAFCMAC.

All AAFCMAC requests and deployments are department to department or county to county. Each Member Organization is responsible costs incurred for providing aid under the AAFCMAC, subject to any negotiated reimbursements for equipment, supplies, or other costs. Notwithstanding the foregoing, all Member Organizations shall maintain deployment documentation in accordance with the current EMA and/or FEMA recommendations.

Deployment Request

A fire chief or department requesting aid through the AAFCMAC must be a member organization through a signed Alabama Association of Fire Chiefs Mutual Aid Consortium Agreement and / or resolution of adoption.

A fire chief requesting aid through the AAFCMAC can request assets through contacting the Mutual Aid Coordinator, their regional delegation, or the AAFC President. The AAFC President and Executive Officers shall be notified of any request for resources or activation of the AAFCMAC as soon as reasonably practicable.

Deployment Steps

1. The requesting fire chief will contact the AAFC President, Mutual Aid Coordinator or regional AAFC representative. The Chief will give the following information.
 - a. Type of resources needed
 - b. Speed of arrival
 - c. Anticipated length of deployment
2. The AAFC President, Mutual Aid Coordinator, and regional delegates will identify the best resources to mobilize. In cases of multiple requests, widespread damage or AMAS resource requests, the State EMA, IMT or Fire Desk will be consulted.
3. The Mutual Aid Coordinator, or his or her specific designee, will contact the identified resources to verify availability and build the deployment package.
4. The Mutual Aid Coordinator will contact the requesting fire chief. The chief will receive the name of the deployment package, make up, contact information and estimated time of arrival.

a. Example

Engine Strike Team 111

Hoover E4	Shelby County
Vestavia Hills E1	Jefferson County
Birmingham E6	Jefferson County
Tuscaloosa E7	Tuscaloosa County
Oxford E2	Calhoun County

5. The requesting chief will have their county EMA enter the request for the resources in WebEOC. In cases of resources originating from multiple counties; one county will serve as the Primary and the remaining will be entered as Support Missions. This serves multiple purposes.
 - a. Generates a tracking number for possible later reimbursement
 - b. Allows the receiving county, deploying counties and State EMA to track resources
6. Following the completion of the mission, the requesting EMA will terminate the deployment and report the resources are returning.
7. The deployed assets will complete all related documents including ICS 214 and any FEMA required documentation.

Deployment

A Task Force or Strike Team that is requested to respond to an event will assemble at a pre-designated assembly area or rally point and will respond to the event's staging area as a unit. IMT members traveling individually will report as requested. Each team should be self-sufficient during the duration of the response mode.

- **Scramble Response:** enroute within 30 minutes, on site for up to 24 hours
- **Standard Response:** enroute within 3 hours, on site up to 72 hours
- **Extended Response:** enroute within 24 hours, on site up to 7 days
- **Planned Response:** scheduled event for specific time (training, exercise, etc.)

Excluding scramble responses, responding personnel shall bring food, water, clothing and personal hygiene items to support themselves up to a 72-hour mission. For a basic list of personal and team needed for deployment refer to Appendix G pre-trip checklist of the AAFCMAC Rules and Procedures. The team leader should add to the list as appropriate to facilitate the mission and weather conditions.

Dispatch Orders

The strike team / task force leader or the person in charge of an individual /single resource will receive dispatch orders before responding to the incident. The orders will clearly identify:

1. The incident / mission number
2. Call back telephone number of ALEMA and Mutual Aid Coordinator
3. Contact name, telephone number, and radio frequency of the jurisdiction requesting assistance
4. Staging area location in affected area
5. Directions to staging area (maps are always helpful)
6. Any special instructions or relevant information

No resources are to be mobilized until a tracking number is obtained.

Pre-Designated Mutual Aid Task Force and Strike Team Protocol

Background

It is the intent of the Alabama Association of Fire Chief's Mutual Aid Consortium to develop and recognize pre-designated task forces and strike teams that can be quickly assembled and deployed during a mutual aid request or disaster response. This document establishes the baseline criteria for the development of pre-designated teams across the state.

Designation of Teams (Locations, Identification, etc.)

A local agency or group of agencies whose intent is to participate as a pre-designated task force and/or strike team will meet the criteria designated in this chapter and present to the Mutual Aid Committee for approval. Upon approval, the Committee will issue the task force/strike team designation and number.

Task Force and Strike Teams will be designated by a three number system. The first number will correspond with the region number where the resource is located:

Central Alabama	1
North Alabama	2
Southeast Alabama	3
Southwest Alabama	4

The second number will be a 1 - 3 for pre-designated teams and 4 - 9 for teams that are developed during an event.

The third number will be the task force or strike team number for that area.

Example: The first Task Force from the Southwest Alabama district would be "Task Force 411." An Engine Strike Team from the North Alabama district that was assembled during an event would be "Engine Strike Team 241."

Pre-designated task forces and strike teams will be documented in the mutual aid database as a resource and all teams will have an alternate. Pre-designated task forces and strike teams will be the initial resource contacted for deployment, in the event local needs prevent a pre-designated deployment, an alternate team will be contacted. In areas with multiple teams, a "first-call" rotation will be setup.

Criteria

All resource elements within a Task Force / Strike Teams must have common communications and a designated Team Leader. Refer to the appropriate section of this document for specific typing of equipment and credentialing of personnel.

Task Force: Any combination of resources assembled to support a specific mission or operational need, and a Team Leader.

- A Heavy Rescue Task Force will consist of 1 Heavy Rescue, 3 Type I Engine Companies, 1 Transport, a Chief Officer and aide.
- A Water Supply Task Force will consist of 3 Tanker / Tenders, 2 Engines with Large Diameter Hose, a Chief Officer and aide
- A Wildland Task Force will consist of one Type I or II Engine, three Type III through VI Engines (Brush), one Water Tanker / Tender, Chief Officer and aide.

Strike Team: A set number of resources of the same kind and type that have an established minimum number of personnel, and a Team Leader.

- An Engine Strike Team will consist of 5 Type I Engine Companies, a Chief Officer and aide.
- A Tender Strike Team will consist of 5 Type I or II Water Tenders / Tankers, a Chief Officer and aide
- A Wildland Strike Team will consist of 5 Type III through VI Engines a Chief Officer and aide.

Teams are expected to train, drill, and exercise with all members on a regular basis, and have an established accountability system in place. Communication equipment that is reliable and programmed with designated mutual aid frequencies is required of each team to coordinate operations during an incident.

A Team Leader must be designated for each Task Force / Strike Team which will be the point of contact for each team and responsible for the operations of the team. This will include ensuring all team members and equipment meet the required training and qualifications.

Resource Typing

FEMA Typing

All departmental resources will be typed in accordance to the FEMA 508-4 ***Typed Resource Definitions Fire and Hazardous Materials Resources*** and FEMA 508-8 ***Typed Resource Definitions Search and Rescue Resources***.

Documentation

Once requested resources arrive in the designated Staging Area or assigned location, it is critical that the documentation process begin. Documentation is required in order to receive funds should the incident become eligible for reimbursement at the State or Federal level. The documentation process is the responsibility of the requesting jurisdiction. The responding jurisdictions will be responsible for providing ICS Form 214 Activity Logs, FEMA Force Account Labor Summary, FEMA Force Account Equipment Summary Record and any additional documents required for Public Assistance reimbursement.

Demobilization

Demobilization from incidents will be relayed through appropriate dispatch channels to notify home units of the release of their resources. All assigned resources must follow established incident demobilization procedures. Resources shall not leave the incident until the demobilization process is complete by the Incident Command System in place



APPENDIX

- A. Alabama Association of Fire Chiefs Mutual Aid Consortium Agreement**
- B. Deployment Worksheet Sample**
- C. Deployment Worksheet Blank**
- D. ICS 214 Activity Log**
- E. Force Account Labor Record**
- F. Force Account Equipment Record**
- G. Pre-trip Checklist**

ALABAMA ASSOCIATION OF FIRE CHIEFS MUTUAL AID CONSORTIUM AGREEMENT

I. PURPOSE

This Agreement is intended to provide an understanding between and among public fire protection agencies of Alabama in the provision and reception of resources, equipment, and personnel for response to natural or man-made disasters, acts of war or unrest, or other emergencies requiring outside assistance.

II. AUTHORITIES

Pursuant to §11-43-140 et seq. of the Code of Alabama, 1975, the governing body of a city or town may enter into agreements to provide aid beyond their corporate limits.

Pursuant to §11-89-1 et seq. of the Code of Alabama, 1975, the board of a recognized fire district may enter into agreements as may be necessary to accomplish the purpose of the fire district, including providing and receiving aid.

III. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings, except as otherwise expressly provided or unless the context otherwise requires:

- a. "Board" means board of directors of a fire protection district, or corporate or tribal organization providing public fire protection, as defined and applicable according to the Code of Alabama, 1975, or applicable Federal law.
- b. "Emergency requiring outside assistance" means an event or incident that in the subjective opinion of the local fire chief or other Authority Having Jurisdiction (AHJ) exceeds the capabilities or resources locally available.
- c. "Fire Chief" means the appointed and recognized Chief of the fire department based upon the subjective procedures of the local governing body or board, or his or her expressed designee.
- d. "Fire Department" means any fire department, fire district, or emergency response provider recognized by the Alabama Fire College

and Personnel Standards Commission, or recognized by the Alabama Forestry Commission. This includes any emergency public safety response organization associated with federally recognized Indian tribes located within the State.

- e. "Governing Body" means a county, city, or town council, mayor, or commission as defined and applicable according to the Code of Alabama, 1975. Or any other board, group or body having authority over a fire department as defined above.
- f. "Mutual Aid Member" means any fire department whose governing body or board has ratified this agreement.

IV. SCOPE

This Alabama Association of Fire Chiefs (AAFC) Mutual Aid Consortium (MAC) Agreement includes all Alabama fire departments who have ratified this agreement pursuant to Section VII of this document.

V. LIMITATIONS

Ratification of this Agreement in no way creates, expresses, or implies a duty or responsibility that a fire department must provide aid upon request.

VI. AGREEMENT

There shall be a MAC Board of Directors consisting of a chairperson and 8 Regional Directors. The AAFC President will appoint a MAC Chairperson from the AAFC membership. The AAFC President shall determine the qualifications required for a MAC Director. Each regional division of the AAFC will appoint 2 members meeting the qualifications set forth by the AAFC President, to serve as a MAC Director. All Directors shall serve on a volunteer, unpaid basis, and terms running concurrently with the AAFC President, unless otherwise removed by a majority of the AAFC Board of Directors.

The MAC Directors will develop and maintain the AAFC Mutual Aid Rules and Procedures (Rules and Procedures) for presentation to the AAFC Board of Directors as needed. The Rules and Procedures will set forth the process of requesting aid, reporting and documenting available assets and personnel, and other processes as may be necessary for effective mutual aid preparation and deployment. The Rules and

Procedures will be approved by the AAFC Board of Directors and promulgated to all Mutual Aid Members.

Mutual Aid Member departments agree to provide reports on available assets and resources on an annual basis as provided by the Rules and Procedures.

Mutual Aid Member departments agree that the Fire Chief of the jurisdiction requesting assistance shall be the sole judge of determining when an event or incident meets the parameters of an emergency requiring outside assistance, the level and amount of assistance needed, if any, and from whom the assistance is requested.

Mutual Aid Member departments agree that the Fire Chief of the jurisdiction receiving a request for assistance has the responsibility of determining, pursuant to the policy and circumstances of his/her jurisdiction at that time, the level and amount of assistance that can be provided to the requesting jurisdiction.

Mutual Aid Member departments agree that the Fire Chief receiving a request for assistance shall promptly notify the Fire Chief requesting assistance what, if any, resources are available for assistance.

Mutual Aid Member departments agree that a recognized Incident Command System shall be used on any event or incident where mutual aid is being provided.

Mutual Aid Member departments agree that during mutual aid operations, any resources or personnel providing aid from an outside jurisdiction will be under the direction and command of the Fire Chief requesting aid.

Mutual Aid Member departments agree that resources, including equipment and personnel, in transit to or from a mutual aid operation but not under the direction and control of the Fire Chief receiving aid, are under the direction and control of the Fire Chief providing aid.

To the extent provided by law, including those in accordance with § 31-9-16 and § 11-89-15 Code of Alabama (1975) as amended, and without waiving sovereign immunity, or those limitations provided by law, each Member Mutual Aid department to this agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms of this Agreement.

Mutual Aid Member departments agree to indemnify and hold harmless any other party to this Agreement from any liability, losses, and damages incurred as a result of performance pursuant to this agreement, except to the extent that the indemnified party is determined, absent this agreement, to have legal liability and responsibility for such liability, losses, or damages. For purposes of this paragraph, the term “losses or damages” includes, but is not limited to, any and all costs associated with a legal defense including investigation, attorney fees, and other reasonable expenses in connection with any claim or lawsuit.

Mutual Aid Member departments agree to provide for the payment of compensation, medical, or death benefits of its employees who sustain injury or death while providing aid to a jurisdiction other than that of his/her employer in the same manner and on the same terms as if the injury or death occurred in his/her regular course of employment.

Mutual Aid Member departments agree that any costs incurred in the performance of this agreement, including, but not limited to, compensation, insurance, or otherwise associated with the providing of mutual aid resources, equipment, or personnel, are the responsibility of the fire department providing the resources, equipment, or personnel subject to any negotiated reimbursements provided by the lawful authority of federal, state, or local authority.

Participation in this Agreement and providing aid to or requesting aid from a Mutual Aid Member shall be done for a public and governmental purpose and no term or provision of this Agreement is intended or shall be construed to waive immunity granted the parties by the Code of Alabama, 1975, or any other rule of law or provision, statute, ordinance, or regulation having the force and effect of law.

If any provision or term of this Agreement, or the application of the Agreement to any party or entity, is found to be invalid or otherwise unenforceable, the remainder of this Agreement, or the application of the Agreement to remaining parties or entities, shall not be affected thereby.

VII. RATIFICATION

This Agreement shall become binding and effective when it shall have been approved by resolution or ordinance of the Governing Body or Board overseeing a Fire Department and a signed copy of such resolution or ordinance has been transmitted to the AAFC. An example resolution is provided in Appendix I.

This Agreement may be terminated at any time by providing 30-day written notice to the AAFC from the Governing Body or Board.

Alabama Association of Fire Chiefs Mutual Aid Consortium Deployment Worksheet

DIVISION: Central	ALARM TYPE: Engine Strike Team-111	EFFECTIVE DATE: 12/25/2022	INCIDENT/ MISSION: 2022-121222-1
ALARM TYPE Extended Response	LOCATION OR AREA: Gulf Coast Hurricane Marvelous	AUTHORIZED SIGNATURE: <i>Signature</i>	

Primary Response						
Chief Officer	Chief's Aid	Engine	Engine	Engine	Engine	Engine
Rocky Ridge DC101 D.C. J. Doe	Homewood Fire C8 Lt. B. Woods	Hoover E4 Capt. T. Veirt	Vestavia Hills E1 Lt. J. Jackson	Birmingham E6 Lt. Oliver	Tuscaloosa E7 Capt. Spenser	Oxford E2 Lt. J. Pitts
555-555-5555 email	555-555-5555 email	555-555-5555 email	555-555-5555 email	555-555-5555 email	555-555-5555 email	555-555-5555 email
Alternate						
Chief Officer	Chief's Aid	Engine	Engine	Engine	Engine	Engine
Leeds Fire Car 100 B.C. H. Johnson	Cahaba Valley C20 Capt. D. Hillo	North Shelby E71 Lt. B. Nice				
555-555-5555 email	555-555-5555 email	555-555-5555 email				

DISPATCH	LOCATION	Comments
Rally Area	Calera City Hall 7901 Highway 31, Calera AL 35040	Will meet at 12/26 at 0900. Departs for staging area at 1000.
Staging Area 1	Orange Beach Event Center 4671 Wharf Parkway, Orange Beach AL 36561	Expect to arrive at 1500.
Contact	Gulf Shores Captain F. Tree	Cell 555-555-5555 / Admin 555-555-5555 EOC 555-555-5555
COMS	800 Trunk System	FTAC3-7
ALEMA Contact: Ops Chief John Brown 555-555-5555 email		Mutual Aid Coordinator: Marvin Green 555-555-5555 email

Alabama Association of Fire Chiefs Mutual Aid Consortium Deployment Worksheet

DIVISION:	ALARM TYPE:	EFFECTIVE DATE:	INCIDENT/ MISSION:
ALARM TYPE	LOCATION OR AREA:	AUTHORIZED SIGNATURE:	

Primary Response						
Chief Officer	Chief's Aid	Engine	Engine	Engine	Engine	Engine
Alternate						
Chief Officer	Chief's Aid	Engine	Engine	Engine	Engine	Engine

DISPATCH	LOCATION	Comments

ALEMA Contact:

Mutual Aid Coordinator:

[illegible]

ACTIVITY LOG (ICS 214)

[illegible]

ICS 214 Activity Log

Purpose. The Activity Log (ICS 214) records details of notable activities at any ICS level, including single resources, equipment, Task Forces, etc. These logs provide basic incident activity documentation, and a reference for any after-action report.

Preparation. An ICS 214 can be initiated and maintained by personnel in various ICS positions as it is needed or appropriate. Personnel should document how relevant incident activities are occurring and progressing, or any notable events or communications.

Distribution. Completed ICS 214s are submitted to supervisors, who forward them to the Documentation Unit. All completed original forms must be given to the Documentation Unit, which maintains a file of all ICS 214s. It is recommended that individuals retain a copy for their own records.

Notes:

- The ICS 214 can be printed as a two-sided form.
- Use additional copies as continuation sheets as needed, and indicate pagination as used.

Block Number	Block Title	Instructions
1	Incident Name	Enter the name assigned to the incident.
2	Operational Period • Date and Time From • Date and Time To	Enter the start date (month/day/year) and time (using the 24-hour clock) and end date and time for the operational period to which the form applies.
3	Name	Enter the title of the organizational unit or resource designator (e.g., Facilities Unit, Safety Officer, Strike Team).
4	ICS Position	Enter the name and ICS position of the individual in charge of the Unit.
5	Home Agency (and Unit)	Enter the home agency of the individual completing the ICS 214. Enter a unit designator if utilized by the jurisdiction or discipline.
6	Resources Assigned	Enter the following information for resources assigned:
	• Name	Use this section to enter the resource's name. For all individuals, use at least the first initial and last name. Cell phone number for the individual can be added as an option.
	• ICS Position	Use this section to enter the resource's ICS position (e.g., Finance Section Chief).
	• Home Agency (and Unit)	Use this section to enter the resource's home agency and/or unit (e.g., Des Moines Public Works Department, Water Management Unit).
7	Activity Log • Date/Time • Notable Activities	• Enter the time (24-hour clock) and briefly describe individual notable activities. Note the date as well if the operational period covers more than one day. • Activities described may include notable occurrences or events such as task assignments, task completions, injuries, difficulties encountered, etc. • This block can also be used to track personal work habits by adding columns such as "Action Required," "Delegated To," "Status," etc.
8	Prepared by • Name • Position/Title • Signature • Date/Time	Enter the name, ICS position/title, and signature of the person preparing the form. Enter date (month/day/year) and time prepared (24-hour clock).

FEDERAL EMERGENCY MANAGEMENT AGENCY FORCE ACCOUNT LABOR RECORD																															
APPLICANT															PW REF #		CATEGORY		PA ID #				DISASTER #								
EMPLOYEE NAME TITLE	STATUS	REG OT	DATES AND HOURS WORKED EACH WEEK																				RATES/COSTS								
			8/23	8/24	8/25	8/26	8/27	8/28	8/29	8/30	8/31	9/1	9/2	9/3	9/4	9/5	9/6	9/7	9/8	9/9	9/10	9/11	9/12	TOTAL HRS	HOURLY RATE	BENEFIT RATE	TOTAL HOURLY	TOTAL COST			
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00
		OT3																									0.00			0.00	\$0.00
		REG																									0.00			0.00	\$0.00
		OT1																									0.00			0.00	\$0.00
		OT2																									0.00			0.00	\$0.00

[illegible]

Appendix G - Pre-Trip Checklists

Personal Items for Each Responder

- _____ Food/water (at least three-day supply)
- _____ Full set of NFPA compliant protective Structural Firefighting gear including SCBA (coat, pants, helmet, firefighting gloves, suspenders, boots, protective eye wear, and flash hood).
- _____ Full set of wildland fire PPE (including fire shelter) [for wildland response only]
- _____ Infectious disease control kit, with basic body-substance isolation items (gloves, goggles, pocket mask, etc.)
- _____ Shirts appropriate for the weather (at least three)
- _____ Sweat-shirts (at least three, based on weather)
- _____ Long pants (at least three; no shorts in the field, shorts OK in camp)
- _____ Socks (at least three pair)
- _____ Boots - consider bringing an extra pair
- _____ Jacket (based on weather)
- _____ Under-clothing (at least three sets)
- _____ Personal toiletry items (soap, shampoo, deodorant, toilet paper, shaving kit, towels, toothbrush, toothpaste, hand sanitizer, etc.)
- _____ Medicines (at least a week's supply)
- _____ Bed roll & pillow (cot optional)
- _____ Eye glasses / Contact lens (extra set)
- _____ Money
- _____ Identification materials
- _____ Sunscreen
- _____ Rain gear
- _____ Heavy-duty work gloves (not to be used for firefighting)

General Items for the Team

- _____ Radios with batteries, spare batteries, and chargers
- _____ Flashlights – all shapes and sizes
- _____ Extra batteries for flashlights and battery tools
- _____ Tools – hand, power, and extrication as appropriate to the mission
- _____ Compressed breathing air
- _____ Generator, lights, extension cords, adapters
- _____ Thermal imagers, gas meters
- _____ Fuel for power tools, oil, spare parts
- _____ Tool kit (wrenches, pliers, screwdrivers, etc.)
- _____ Shelter, tents, etc. for Base of Operations
- _____ Cash, credit cards, or purchase orders for team expenses

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN
UPDATED ALABAMA ASSOCIATION OF FIRE CHIEFS MUTUAL AID
CONSORTIUM AGREEMENT WITH RULES AND PROCEDURES AS ADOPTED IN
FEBRUARY 2023**

WHEREAS, The purpose of this agreement is to provide an understanding between and among public fire protection agencies of Alabama in the provision and reception of resources, equipment, and personnel for response to natural or man-made disasters, acts of war or unrest, or other emergencies requiring outside assistance. In February of 2023, the AAFC Mutual Aid Consortium Agreement Rules and Procedures was updated. This resolution is adopting minor changes to the agreement to ensure there are no issues with FEMA reimbursement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF NORTHPORT, ALABAMA,** as follows:

1. The City Administrator is hereby authorized to enter into an Alabama Association of Fire Chiefs Mutual Aid Consortium Agreement with Rules and Procedures as adopted in February 2023.
2. That the City Administrator is hereby authorized to approve the purchase requisitions, if needed, for the services.

RESOLVED AND DONE THIS 6th day of March 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jay Logan
Its President

ATTEST:

Glenda Webb
Its City Administrator

Reading: March 6th, 2023
Motion:
Second:



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: March 6, 2023

SUBJECT: Minutes, February 20, 2023, Regular Meeting

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By:

Approved By: Glenda Webb

Summary:

Recommendation:

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

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

The regular called Meeting of the Northport City Council convened at **5:30 p.m.** on **Monday, February 20, 2023**, at Northport City Hall, located at 3500 McFarland Blvd, Northport, AL, 35476, in the Council Chambers. The invocation was offered by Mayor Hinton and President Hogg led the assembly in the Pledge of Allegiance. Upon roll call, the following were found to be present: President Hogg, Pro Tem Bobo, Councilman Washington, and Councilwoman Dykes. Also present at tonight's meeting, Mayor Hinton, and City Administrator Webb.

Motion by President Hogg, **Second** by Councilman Washington **to approve the agenda for the February 20, 2023, Council meeting with the addition of an Executive Session.** Roll call was as follows: President Hogg, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; and Councilwoman Dykes, Yes. **Motion Carried Unanimously.**

Tuscaloosa Forestry Commission presented the City of Northport with a flag, re-designating the City as a Tree City USA.

Shawn Cooper with **Tuscaloosa Pickleball Association** addressed mayor and Council regarding plans for the pickleball facility at Kentuck, requesting involvement with design of the facility, and support for interim facilities. Mr. Cooper also expressed gratitude for the direction the City Council has progressed in recognizing the community and its need for pickleball facilities in Tuscaloosa County, AL.

Motion by Councilwoman Dykes, **Second** by Councilman Washington **to adopt Ordinance 2172 amending Chapter 70, Article II, relating to Speed Limits.** Roll call was as follows: Councilwoman Dykes, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Washington, **Second** by Pro Tem Bobo **to adopt Resolution 23-29 affirming the appointment of Justice Smyth to the Tuscaloosa County Road Improvements Commission, Inc. in his capacity as the Executive Director of the Tuscaloosa County Industrial Development Authority.** Roll call was as follows: Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Washington **to adopt Resolution 23-30 amending the ten-year term lease agreement for Shirley Place with Friends of Historic Northport, to a twenty-year term lease agreement.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Washington, **Second** by Councilwoman Dykes **to adopt Resolution 23-31 awarding Bid File 23-01 for Sludge Removal from the Wastewater Treatment Plant to the lowest qualified bidder as shown in the attached bid tabulation and to authorize the City Administrator to execute the necessary documents and requisitions needed to proceed with the contract.** Roll call was as follows: Councilman Washington, Yes; Councilwoman Dykes, Yes; Pro Tem Bobo, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Washington, **Second** by Councilwoman Dykes **to adopt Resolution 23-32 for Task Order 3A for the Highway 69/Martin Road Water and Sewer Expansion Design Phase and to authorize the City Administrator to approve all necessary documents and requisitions pertaining to the task order.** Roll call was as follows: Councilman Washington, Yes; Councilwoman Dykes, Yes; Pro Tem Bobo, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilwoman Dykes **to adopt Resolution 23-33 authorizing the selection of TTL, Inc. for engineering services on the Main Avenue Project, and authorize the City Engineer to negotiate scope and fee.** Roll call was as follows: Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; Councilman Washington, Yes; and President Hogg, Abstain. **Motion Carried.**

Motion by Pro Tem Bobo, **Second** by Councilman Washington **to adopt Resolution 23-34 allocating funds in the amount of \$20,061.29 from the sale of Public Works Equipment into the Capital 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 Councilman Washington, **Second** by Councilwoman Dykes **to adopt Resolution 23-35 approving Engineering Services by Krebs Engineering pertaining to Task Order 43 for WWTP Outfall Enhancement to Black Warrior, Permitting, Design, Easements, and to authorize the City Administrator to execute the necessary documents and requisitions needed to proceed with the project.** Roll call was as follows: Councilman Washington, Yes; Councilwoman Dykes, Yes; Pro Tem Bobo, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilwoman Dykes **to adopt Resolution 23-36 authorizing the City Administrator to enter into an agreement for legal software.** Roll call was as follows: Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; Councilman Washington, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Consent Agenda

Motion by Councilman Washington, **Second** by Councilwoman Dykes **to approve the Consent Agenda for the February 20, 2023, Council Meeting:**

1. Minutes, February 06, 2023, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, Tahoe Repair, Brown's Fleet and Collision Center, \$5,824.45 - Gerald Burton
4. Purchase Requisition, Three Ford Interceptor Patrol Vehicles, National Auto Fleet Group, \$153,061.05 - Gerald Burton
5. Purchase Requisition, 2023 Ford Interceptor, National Auto Fleet Group, \$48,316.58 - Gerald Burton
6. Purchase Order Request for the purchasing of one E-ONE Rescue Pumper on a Typhoon Chassis, Sunbelt Fire, \$655,000.00 - Chief Bart Marshall
7. Purchase Requisition, Meal Reimbursement, Assistant Chief Keith Carpenter, Chick-Fil-A, \$51.79- Chief Gerald Burton
8. Purchase Requisition, MFA RFID Project, Carahsoft, \$28,704.64- Scott Murphy
9. Purchase Requisition, 2023 Ford PI AWD Utility Vehicle, Stivers Ford, \$42,784.00- Chief Marshall
10. Purchase Requisition, Aeration Blower Repairs at WWTP, General Machinery Company, Inc., \$6,553.28- Mr. Webb
11. Purchase Requisition, New Pump for Airport Pump Station, Hydra Service, Inc., \$16,090.00- Mr. Webb
12. Purchase Requisition, Wastewater Grade IC & Grade IV Certification Training, Water Girl Consulting, \$9,000.00- Mr. Webb
13. Purchase Requisition, HVAC Unit at Public Safety Building, Carrier Commercial Service, \$247,519.00- Chief Burton
14. Purchase Requisition, 2023 Ford F150 Supercrew 4 X 4 for Engineering Department, Stivers Ford Lincoln, \$ 39,977.00- Ms. Tubbs
15. Purchase Requisition, New Fencing at City Hall, American Fence Company, \$9,700.00- Ms. Webb
16. Purchase Requisition, Radio and Light Installation for patrol vehicles, Mobile Communications America, \$40,027.51- Chief Burton
17. Purchase Requisition, Ranger Crew 1000 Premium Side by Side for PW Department, Halls Motorsports of Birmingham, \$20,061.29- Ms. Starnes
18. Purchase Requisition, 2024 Ford F-550 Rescue Truck, Frazer, \$284,400.00- Chief Marshall
19. Purchase Requisition, APX8500 RM Mobile Radio, Motorola Solutions and Mobile Communications America, \$9,889.63- Chief Marshall
20. Purchase Requisition, one 35-XST PROFLEXX Manual Stretcher and one 185 STAT-TRAC Cot Fastening System with Mounting Blocks, Ferno, \$9,948.75- Chief Marshall

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

City Administrator Webb announced that on Saturday, February 25, 2023, the City of Northport will host our first annual Tree Seedling Giveaway in conjunction with the Alabama Forestry Commission at Northport City Hall from 7am- 12pm. Ms. Webb also noted that City Staff will also be onsite to answer any questions citizens may have about the City's recycling services and be on site to distribute free recycling bins.

MAYOR AND COUNCIL MEMBER’S BUSINESS

Mayor Hinton, Mayor Hinton had no official business to discuss.

Pro Tem Bobo, District 1- Councilwoman Bobo extended her appreciation and thanks to Charles Swann and Chuck Gerdau for always helping out at the polls for elections. Pro Tem Bobo also announced The Phoenix Trail Fest which is coming to Lake Lurleen State Park in April. To find out more information, you can visit Lake Lurleen’s social media page.

Councilman Washington, District 2- Councilman Washington had no official business to discuss for District 2.

District 3- Vacant

Councilwoman Dykes, District 4- Councilwoman Dykes announced the Comprehensive Planning Meeting that will take place next Monday, February 28, 2023, at City Hall beginning at 5:30 pm. She encouraged all citizens to come out and join the discussions.

President Hogg, District 5- President Hogg announced a reminder about the vote on vacancy for Council and that the deadline was quickly approaching. He hoped that Council could come to a decision.

Motion by President Hogg, **Second** by Councilwoman Dykes **to adjourn the meeting into Executive Session to discuss potential litigation. The session should take no longer than 60 minutes (sixty 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; Councilwoman Dykes, Yes; Councilman Washington, Yes; and Pro Tem Bobo, Yes. **Motion Carried Unanimously.**

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

Council reconvened into Regular Council Meeting at 7:52 p.m. with no action needing to be taken.

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

There being no further business to come before the Council, the meeting was adjourned at 7:52 p.m.

Jeff Hogg, President

ATTEST:

Glenda D. Webb, City Administrator



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

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

Unfinished Business:
Public Hearing:

New Business:
First Reading:

Consent Agenda: X
Second Reading:

Prepared By:

Approved By: Glenda Webb

Summary:

Recommendation:

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

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



City of Northport

Expense Approval Report

By (None)

Payment Dates 2/16/2023 - 3/1/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
FirstPoint Collection Resources ...	94630	02/16/2023	payment fees	423.00
H & R Electric LLC	INV0019119	02/16/2023	Business License Overpayment ...	201.81
Southern Home Structural	INV0019121	02/16/2023	Business License Overpayment ...	104.63
Boostr LLC	INV0019117	02/16/2023	Business License Overpayment ...	2,817.55
Red Sand LLC	INV0019120	02/16/2023	Business License Overpayment ...	1,045.50
Lillian Lowe	INV0019130	02/16/2023	Business License Overpayment ...	192.50
Channell & Co LLC	INV0019142	02/23/2023	BUSINESS LICENSE OVERPAYM...	265.00
Hunter T Construction LLC	INV0019150	02/23/2023	BUSINESS LICENSE OVERPAYM...	30.00
Land & Natural Resources Dev	INV0019151	02/23/2023	BUSINESS LICENSE OVERPAYM...	600.00
Myra Hamner	INV0019153	02/23/2023	BUSINESS LICENSE OVERPAYM...	62.07
Tucker Door & Trim LLC	INV0019156	02/23/2023	BUSINESS LICENSE OVERPAYM...	61.70
Leslie's Pest Control	INV0019152	02/23/2023	BUSINESS LICENSE OVERPAYM...	13.60
Northport Cookies & Cream LLC	INV0019154	02/23/2023	SALES TAX REFUND	16,091.95
Yardsmith LLC	INV0019157	02/23/2023	BUSINESS LICENSE OVERPAYM...	100.00
Dr John Rhodes Farnham	INV0019147	02/23/2023	BUSINESS LICENSE OVERPAYM...	90.00
Engineering Plus, Inc.	INV0019148	02/23/2023	BUSINESS LICENSE OVERPAYM...	265.00
Home Place Cultured Marble, L...	INV0019149	02/23/2023	BUSINESS LICENSE OVERPAYM...	287.50
Northport Internal Medicine	INV0019155	02/23/2023	BUSINESS LICENSE OVERPAYM...	90.00
				22,741.81
Department: 13 - Mayor & City Council				
Eatmybeats Inc.	87048	02/16/2023	Eat My Beats	800.00
Tuscaloosa County High School	INV0019133	02/23/2023	Admin - Dist. Dev. Funds	900.00
Tuscaloosa County High School	INV0019134	02/23/2023	TCHS - Theatre Department	200.00
Tuscaloosa County High School	INV0019135	02/23/2023	Theatre	300.00
Tuscaloosa County High School	INV0019132	02/23/2023	Theatre Department	100.00
				Department 13 - Mayor & City Council Total: 2,300.00
Department: 15 - Administrative				
U.S. Postal Service	INV0019122	02/16/2023	Postage by Phone	87.78
Moore Petroleum Co. Inc.	2303101b	02/16/2023	01-000101	628.98
Reel Tournament Management ...	1003	02/16/2023	2nd payment 1st fishing tourney	340.00
Burnum-Hahn Exterminators Inc.	INV0019118	02/16/2023	Monthly Pest control	75.00
Alabama Power Company	INV0019189	02/23/2023	SB23192-17002	7,016.94
Alabama Power Company	INV0019189	02/23/2023	SB23192-17002	985.43
Cintas	4146434136	02/16/2023	Payer # 14353428	26.41
One Source Office Products LLC	OE-QT-5445-2	02/23/2023	ONE SOURCE- Lysol	127.94
Amazon Capital Services	16F1-GRJT-3LP1	02/23/2023	Office Supplies	332.34
One Source Office Products LLC	OE-QT-5445-1	02/23/2023	ONE SOURCE- Glade Plug In refill	149.85
One Source Office Products LLC	OE-QT-5445-1	02/23/2023	ONE SOURCE- 61990 Tissue	242.20
One Source Office Products LLC	OE-QT-5445-1	02/23/2023	ONE SOURCE- Lysol	127.94
One Source Office Products LLC	OE-QT-5445-1	02/23/2023	ONE SOURCE- Febreeze	108.72
One Source Office Products LLC	OE-QT-5445-1	02/23/2023	ONE SOURCE-Mr. Clean	99.06
One Source Office Products LLC	OE-QT-5445-1	02/23/2023	ONE SOURCE- Pine Sol gallon	96.84
One Source Office Products LLC	OE-QT-5445-1	02/23/2023	ONE SOURCE- Bathroom Plus	40.44
One Source Office Products LLC	OE-QT-5445-1	02/23/2023	ONE SOURCE-314 Towel	303.95
One Source Office Products LLC	OE-QT-5445-1	02/23/2023	ONE SOURCE- Glade Plugin Dis...	16.65
				Department 15 - Administrative Total: 10,806.47
Department: 16 - Legal				
U.S. Postal Service	INV0019122	02/16/2023	Postage by Phone	10.77
Amazon Capital Services	147K-L9QY-LNKL	02/16/2023	Seal Impression Stamp	15.99
				Department 16 - Legal Total: 26.76
Department: 17 - Municipal Court				
U.S. Postal Service	INV0019122	02/16/2023	Postage by Phone	110.19
A T & T Mobility	287288439796X02062023	02/16/2023	287288439796	46.94

Expense Approval Report

Payment Dates: 2/16/2023 - 3/1/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Moore Petroleum Co. Inc.	2303101b	02/16/2023	01-000101	78.74
Syscon Computers	INV4320969	02/16/2023	Monthly Court Software	5,391.63
Christopher Edward Allen	INV0019143	02/23/2023	SPECIAL JUDGE 2/17/23	875.00
Department 17 - Municipal Court Total:				6,502.50
Department: 22 - Information Technology				
A T & T Mobility	287288439796X02062023	02/16/2023	287288439796	54.87
C Spire Business	0000693209-28	02/16/2023	0000693209	5,940.00
A T & T	INV0019114	02/16/2023	205 333-3090 001 0541	490.35
A T & T	INV0019115	02/16/2023	205 333-6040 001 0548	74.89
Comcast Cable	INV0019124	02/16/2023	3500 McFarland Blvd Side 2 83...	56.67
Xerox Corporation	3792960	02/23/2023	CONTRACT 1/29-2/27/23	1,422.48
Amazon Capital Services	1YWF-CGK7-F4HC	02/16/2023	IT - Dymo Label Maker Refills 10...	26.57
Comcast Cable	INV0019144	02/23/2023	3721 26TH AVE 8396 90 014 02...	136.76
Comcast Cable	INV0019146	02/23/2023	1781 HARPER RD 8396 90 014 0...	397.01
Comcast Cable	INV0019145	02/23/2023	1101 MARTIN LUTHER KING BL...	151.18
Amazon Capital Services	1HJR-QMLW-3YPJ	02/23/2023	APC Surge Protector Power Strip	39.57
Amazon Capital Services	1HJR-QMLW-3YPJ	02/23/2023	Ethernet Cable 25ft Flat Black	10.99
Amazon Capital Services	1HJR-QMLW-3YPJ	02/23/2023	DisplayPort cables 5 pack 6ft	69.96
Amazon Capital Services	1HJR-QMLW-3YPJ	02/23/2023	DisplayPort to HDMI Adapter 5 ...	35.95
VC3 INC.	100762	02/23/2023	IT - Monthly Backup - March	2,240.00
Department 22 - Information Technology Total:				11,147.25
Department: 25 - Finance				
U.S. Postal Service	INV0019122	02/16/2023	Postage by Phone	2,579.49
U.S. Postal Service	INV0019122	02/16/2023	Postage by Phone	148.77
LeCroy Richardson P.C.	1985	02/23/2023	FY22 Audit Expense	15,172.00
Department 25 - Finance Total:				17,900.26
Department: 26 - Human Resources				
U.S. Postal Service	INV0019122	02/16/2023	Postage by Phone	52.37
DCH Occupational Medicine	00016046-00	02/16/2023	New Hire/Post Accident/Rand...	365.00
Cobb's Allen & Hall Inc.	49409	02/16/2023	Monthly Fee February 2023	1,250.00
OESCO LLC	105271	02/16/2023	Office Supplies	28.27
OESCO LLC	105271	02/16/2023	Office Supplies	136.50
Department 26 - Human Resources Total:				1,832.14
Department: 28 - Planning & Inspections				
U.S. Postal Service	INV0019122	02/16/2023	Postage by Phone	153.81
A T & T Mobility	287288439796X02062023	02/16/2023	287288439796	46.57
Northport Gazette The	INV0019111	02/16/2023	PZC Ad for 2/14/23	114.10
Julie Ramm	INV0019110	02/16/2023	Julie Ramm Mileage Reimburs...	158.51
Department 28 - Planning & Inspections Total:				472.99
Department: 32 - Engineering				
U.S. Postal Service	INV0019122	02/16/2023	Postage by Phone	1.14
Thompson Engineering Inc	230102707	02/23/2023	Watermelon Rd. Resurfacing	1,541.73
Thompson Engineering Inc	230102717	02/23/2023	MLK Jr. Blvd. Improvements	17,551.29
Kimley-Horn and Associates Inc.	014152003-0123	02/23/2023	Two-Mile Creek Drainage Study	22,180.00
Porter-Higginbotham Engineer...	Job 21.059 Inv 5	02/16/2023	Porter-Higginbotham Engineeri...	8,915.00
J & J Telephone Inc.	71033RJ	02/16/2023	Voice mailbox repair	155.00
ST Bunn Construction Co. Inc.	Northwood Estates Dr Inv 1	02/23/2023	Northwood Estates Drive	100,013.67
Thompson Engineering Inc	230102451	02/23/2023	Charlie Shirley Rd. Resurfacing	17,845.01
Thompson Engineering Inc	230102462	02/23/2023	Thompson Engineering - Invoice...	29,719.45
Alabama Power Company	INV0019127	02/16/2023	312 Main Ave St Light Controller	130.74
Alabama Power Company	INV0019189	02/23/2023	SB23192-17002	818.99
Alabama Power Company	INV0019189	02/23/2023	SB23192-17002	29,037.65
Department 32 - Engineering Total:				227,909.67
Department: 33 - Police				
Pop's Shop Inc.	30069A	02/23/2023	AGENDA: Interceptor Repair	9,780.58
Pop's Shop Inc.	30069B	02/23/2023	Difference btn Estimate and Inv...	1,912.32
U.S. Postal Service	INV0019122	02/16/2023	Postage by Phone	29.00
Sequel Electrical Supply	S3537533.001	02/16/2023	PD - parking lot lights repair	34.74

Expense Approval Report

Payment Dates: 2/16/2023 - 3/1/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vanessa Parker	INV0019112	02/16/2023	AGENDA: Meal Reimbursement	20.39
William Love	INV0019113	02/16/2023	AGENDA: Meal Reimbursement	20.89
W.H. Thomas Oil	457140	02/23/2023	PD - stock Supreme 5W30	254.50
W.H. Thomas Oil	457140C	02/23/2023	PD - stock Havoline 0W20	452.25
A T & T Mobility	287288439796X02062023	02/16/2023	287288439796	2,576.87
Moore Petroleum Co. Inc.	2303101b	02/16/2023	01-000101	9,094.30
Weathertech Distributing Comp...	8069476-00	02/16/2023	PD - heater relays	94.82
Northport Auto Supply Co. Inc.	100724790	02/23/2023	PD - stock headlight bulbs	19.20
Northport Auto Supply Co. Inc.	100724792	02/23/2023	PD #419 - thermostat	19.25
Northport Auto Supply Co. Inc.	100725068	02/23/2023	PD #419 - oil switch	32.65
Otis Elevator Company	100401066109	02/23/2023	Otis Invoice 399728	16.83
Northport Auto Supply Co. Inc.	100725141	02/23/2023	PD #419 - relays	26.18
Keith Carpenter	INV0019140	02/23/2023	AGENDA: Meal Reimbursement	51.79
Ander's Hardware Co. Inc.	N1191109	02/23/2023	PD - keys for the generator at r...	8.97
Tuscaloosa Locksmith LLC	1726	02/23/2023	PD - radio tower lock repair	14.00
Building Specialties Co. Inc.	71216060	02/16/2023	PD - muster room lock repair	12.00
Fred Robertson Wrecker Service...	B37963-1	02/23/2023	PD #453 - tow bill	133.00
Ander's Hardware Co. Inc.	N1191235	02/23/2023	PD - radio tower lock repair	1.30
Burnum-Hahn Exterminators Inc.	INV0019118	02/16/2023	Monthly Pest control	175.00
Northport Auto Supply Co. Inc.	100726215	02/23/2023	PD #456 - heater hose	51.88
Triple Point Industries	48219	02/16/2023	BLANKET - PD monthly contract ...	102.60
Alabama Power Company	INV0019189	02/23/2023	SB23192-17002	333.34
Alabama Power Company	INV0019189	02/23/2023	SB23192-17002	10,369.14
Alabama Power Company	INV0019189	02/23/2023	SB23192-17002	2,439.23
Amazon Capital Services	13V6-MTLF-4MX3	02/16/2023	Office Supplies	261.63
Gulf States Distributors Inc.	1438266-IN	02/23/2023	Uniform Items	172.85
Pinnacle Networx LLC	16851a	02/16/2023	Headrest Printers	2,944.00
Pinnacle Networx LLC	16851b	02/16/2023	SHipping for PO 23-0786	60.00
Pro-Vision LLC	SMX-19181	02/16/2023	Secura Max Invoice 19181	3,250.00
Amazon Capital Services	16R9-YDG9-6HDP	02/16/2023	staplers	9.98
Amazon Capital Services	16R9-YDG9-6HDP	02/16/2023	Radio holders	193.55
Glass Doctor	2-106145	02/23/2023	PD #426 - windshield	375.00
W.H. Thomas Oil	459089	02/23/2023	PD - stock supreme 5W20	356.31
Tuscaloosa Tire & Service Center	N281643	02/23/2023	PD - stock tires	1,665.75
Lowe's Home Centers Inc.	028648	02/23/2023	Air Compressor	360.05
Municipal & Commercial Unifo...	398509	02/23/2023	O'Neil, Jones, Connell Uniforms	327.00
Amazon Capital Services	1L1Y-3VH9-J6JM	02/23/2023	OFFICE SUPPLIES PO 23-1456	23.85
VC3 INC.	101916	02/23/2023	Desktop backup	150.00
Department 33 - Police Total:				48,226.99
Department: 35 - Fire				
ADS Security L.P.	16773569	02/16/2023	Yearly Fire Alarm Monitoring - S...	474.00
Ricks Service Co LLC	230111-CNP-FS4-KC	02/23/2023	FD #4 - generator repair	400.72
Transportation South Inc.	81455P	02/23/2023	FD #1 - oil pan	94.55
A T & T Mobility	287288439796X02062023	02/16/2023	287288439796	462.39
Moore Petroleum Co. Inc.	2303101b	02/16/2023	01-000101	1,563.19
Atlas Welding Supply Co. Inc.	553983	02/16/2023	BLANKET - Refill oxygen, Misc S...	71.85
Sequel Electrical Supply	S3555443.001	02/16/2023	FS #4 - engine bay light repairs	98.94
NAFECO	1190489	02/16/2023	Tactical duty boots - R. Eppes	90.27
Appliance Parts Inc.	720010	02/23/2023	FS #3 - bake element for kitchen..	44.10
Northport Electrical Supply Inc.	V1017271	02/16/2023	FD #3 - bay lights on back of stat..	54.72
Northport Electrical Supply Inc.	V1017362	02/16/2023	FD #2 - bedroom light bulbs	104.79
Northport Auto Supply Co. Inc.	100725551	02/23/2023	FD Rescue #4 - coolant hose	15.93
Central Alabama Training Soluti...	17044488	02/16/2023	RIT Bag	329.00
Building Specialties Co. Inc.	71216144	02/16/2023	Master Keys - Station 2	132.00
One Source Office Products LLC	IN-13498	02/16/2023	Laundry Detergent - St. 2	32.08
Burnum-Hahn Exterminators Inc.	INV0019118	02/16/2023	Monthly Pest control	225.00
Burnum-Hahn Exterminators Inc.	INV0019141	02/23/2023	MONTHLY PEST CONTROL	45.00
Alabama Power Company	INV0019189	02/23/2023	SB23192-17002	3,517.35
Mayer Electric Supply Company ..	31238465	02/23/2023	FD #2 - replace outside bay light	645.92
Amazon Capital Services	1YXQ-9DJQ-GXKH	02/23/2023	Drain Hose- Hazmat Washer- St...	58.81

Expense Approval Report

Payment Dates: 2/16/2023 - 3/1/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
NAFECO	1192590	02/23/2023	*AGENDA* Holmatro Extrication..	23,999.00
Sunbelt Fire Inc.	338883	02/23/2023	FD #1 - lights	2,271.08
Walmart	INV0019136	02/23/2023	Paper plates and bowls- admin ...	26.26
Amazon Capital Services	13XW-4X9M-3MFT	02/23/2023	Foaming Cleaner/ Disinfectant S...	50.84
Amazon Capital Services	13XW-4X9M-3MFT	02/23/2023	Foaming Cleaner/ Disinfectant S...	50.84
Amazon Capital Services	13XW-4X9M-3MFT	02/23/2023	Foaming Cleaner/ Disinfectant S...	50.84
One Source Office Products LLC	OE-QT-5456-1	02/23/2023	Station 1	64.16
One Source Office Products LLC	OE-QT-5456-1	02/23/2023	Station 2	133.08
One Source Office Products LLC	OE-QT-5456-1	02/23/2023	Station 3	204.43
One Source Office Products LLC	OE-QT-5456-1	02/23/2023	Station 4	299.02
Department 35 - Fire Total:				35,610.16

Department: 37 - Public Works

Staples Business Advantage	7370991302-0-1	02/16/2023	copy paper	133.47
Staples Business Advantage	7370991302-0-1	02/16/2023	bankers box	49.99
Amazon Capital Services	1X4J-MLPT-93X9	02/16/2023	PW - router tips for B. Rodriguez	149.70
Benton Sod Farm	759721	02/16/2023	BLANKET - sod for Construction...	175.00
ST Bunn Construction Co. Inc.	12462	02/16/2023	BLANKET - asphalt	418.70
Staples Business Advantage	7604464901-0-1	02/16/2023	post it flags	8.99
Staples Business Advantage	7604464901-0-1	02/16/2023	gel assorted pens for attendanc...	16.76
Staples Business Advantage	7604464901-0-1	02/16/2023	AAA batteries	30.80
Staples Business Advantage	7604464901-0-1	02/16/2023	AA bateries	113.37
Staples Business Advantage	7604771746-0-1	02/16/2023	cristal bic pens	4.66
Staples Business Advantage	7604771746-0-1	02/16/2023	black ink - j. wheat	20.48
Staples Business Advantage	7604771746-0-1	02/16/2023	highlighters	8.92
Staples Business Advantage	7604771746-0-1	02/16/2023	post its	4.97
ST Bunn Construction Co. Inc.	12498	02/16/2023	BLANKET - asphalt	804.22
W.H. Thomas Oil	457140B	02/23/2023	PW - Supreme 5W20	305.40
W.H. Thomas Oil	457140B	02/23/2023	PW - DEF	400.14
ST Bunn Construction Co. Inc.	12528	02/16/2023	BLANKET - asphalt for potholes,...	418.70
DCH Occupational Medicine	00016046-00	02/16/2023	New Hire/Post Accident/Rand...	234.00
Global HR Research LLC	13412741	02/16/2023	New Hire Background Checks	36.68
Moore Petroleum Co. Inc.	2303101b	02/16/2023	01-000101	7,683.27
Atlas Welding Supply Co. Inc.	553984	02/16/2023	BLANKET - monthly nitrogen for...	13.55
McNeilus Truck & Manufacturin...	5768249	02/16/2023	PW GT #4188 - bulkers for rear ...	478.56
McLeod Truck Parts Inc.	1880459	02/16/2023	PW Dump Truck #7260 - hitch	354.24
Verizon	63100039855	02/16/2023	PW - monthly GPS service charge	900.85
Northport Electrical Supply Inc.	V1016939	02/16/2023	Heritage Museum - outside ligh...	239.67
Northport Auto Supply Co. Inc.	100723859	02/23/2023	PW Inventory Truck #3296 - bat...	139.38
Northport Auto Supply Co. Inc.	100723970	02/23/2023	Recycling Truck #6379 - lights	76.80
Northport Auto Supply Co. Inc.	100724071	02/23/2023	PW GT #6377 - tail lights	53.60
Northport Auto Supply Co. Inc.	100724144	02/23/2023	Boom Tractor #5062 - hyd line	146.71
Southern Pipe & Supply	7630030-00	02/16/2023	Construction - portland cement ...	661.50
Fred Robertson Wrecker Service..	B37886-1	02/23/2023	PW GT #4189 - towing bill	350.00
Northport Auto Supply Co. Inc.	100724803	02/23/2023	KBoom #6155 - hyd lines	210.08
Ellison's Tree Service	423	02/23/2023	PW - tree removal on Hwy 69 by..	900.00
Ander's Hardware Co. Inc.	N1190970	02/16/2023	Traffic - Paint Rollers	13.16
Ander's Hardware Co. Inc.	N1190971	02/23/2023	PW - busted hose parts on wash...	13.95
Northport Auto Supply Co. Inc.	100725526	02/23/2023	PW Excavator #9899 - oil filters	28.36
Benton Sod Farm	759722	02/16/2023	BLANKET - sod for Construction...	350.00
Alabama Power Company	INV0019126	02/16/2023	1761 Harper Rd	99.88
Paint Spot	N0290858	02/23/2023	PW - paint for locker room	82.95
One Source Office Products LLC	WO-7358-1	02/16/2023	PW - glade plug-in refills	286.78
Northport Auto Supply Co. Inc.	100725797	02/23/2023	Asphalt Truck #5249 - tail light	37.69
Masterman's LLP	1102702573	02/16/2023	gray safety glasses	72.65
Masterman's LLP	1102702573	02/16/2023	clear safety glasses	26.28
Amazon Capital Services	1T6P-YYQJ-HVYV	02/16/2023	PW - E. Beasley black ink	126.50
Burnum-Hahn Exterminators Inc.	INV0019118	02/16/2023	Monthly Pest control	75.00
Lowe's Home Centers Inc.	01813B	02/23/2023	Recycling - post for Northcreek ...	23.26
Lowe's Home Centers Inc.	02263b	02/16/2023	BLANKET - supplies for Commun...	129.70
Lowe's Home Centers Inc.	02294b	02/16/2023	wash brushes	12.33

Expense Approval Report

Payment Dates: 2/16/2023 - 3/1/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Lowe's Home Centers Inc.	02294b	02/16/2023	extension poles	18.22
Lowe's Home Centers Inc.	02294b	02/16/2023	wash brushes	12.33
Lowe's Home Centers Inc.	02294b	02/16/2023	extension poles	18.22
Northport Auto Supply Co. Inc.	100726438	02/23/2023	Recycling Truck #3937 - brakes	101.84
Lewis Distributors LLC.	1429	02/23/2023	penetrating oil	43.08
Lewis Distributors LLC.	1429	02/23/2023	w/s solvent	57.36
Lewis Distributors LLC.	1429	02/23/2023	21 wiper blades	65.50
Lewis Distributors LLC.	1429	02/23/2023	22 wiper blades	65.50
Lewis Distributors LLC.	1429	02/23/2023	non C brake clean	94.80
Lewis Distributors LLC.	1429	02/23/2023	lucas fuel treat	167.76
Lewis Distributors LLC.	INV0019139	02/23/2023	mini hose clamp	6.50
Lewis Distributors LLC.	INV0019139	02/23/2023	non c brake clean	94.80
Lewis Distributors LLC.	INV0019139	02/23/2023	penetrating oil	43.08
Lewis Distributors LLC.	INV0019139	02/23/2023	hose clamp 36	9.00
Lewis Distributors LLC.	INV0019139	02/23/2023	hose clamp 32	9.00
Lewis Distributors LLC.	INV0019139	02/23/2023	mini hose clamp	8.50
Lewis Distributors LLC.	INV0019139	02/23/2023	hose clamp 28	7.50
Lewis Distributors LLC.	INV0019139	02/23/2023	hose clamp 12	7.00
Lewis Distributors LLC.	INV0019139	02/23/2023	hose clamp 24	7.00
Lewis Distributors LLC.	INV0019139	02/23/2023	hose clamp 10	7.00
Lewis Distributors LLC.	INV0019139	02/23/2023	hose clamp 20	7.00
Alabama Power Company	INV0019189	02/23/2023	SB23192-17002	4,314.13
Alabama Power Company	INV0019189	02/23/2023	SB23192-17002	2,316.65
Northport Auto Supply Co. Inc.	100726518	02/23/2023	Recycling Truck #3937 - brake ca..	139.48
Northport Auto Supply Co. Inc.	100726618	02/23/2023	PW Shop Supplies - wires	12.53
Cintas	4146434137	02/16/2023	Payer # 14353601	26.16
Cintas	4146440984	02/16/2023	PAYER # 14385499	837.75
Transportation South Inc.	81705P	02/23/2023	PW GT #4189 - rear springs	883.50
Lowe's Home Centers Inc.	02543	02/23/2023	BLANKET - supplies for Commun..	28.08
Tuscaloosa Blueprinting & Repr...	181631	02/16/2023	PW - shop invoices (250) per pa...	168.00
W.H. Thomas Oil	459089b	02/23/2023	PW - stock DELO	366.12
Hall's Motorsports of Birmingh...	50211199	02/23/2023	AGENDA 2.20.23 - New Side By ...	20,061.29
Northport Gazette The	INV0019131	02/23/2023	Metal Building	55.65
Northport Gazette The	INV0019131	02/23/2023	Zero Turn Mowers	49.35
Northport Gazette The	INV0019131	02/23/2023	Buckhead	45.15
Tuscaloosa Tire & Service Center	N281644	02/23/2023	Recycling Trailer - stock tires	397.88
Lowe's Home Centers Inc.	013888	02/23/2023	BLANKET - Kentuck Supplies	116.41
Lowe's Home Centers Inc.	02695	02/23/2023	BLANKET - Kentuck Supplies	64.45
Lowe's Home Centers Inc.	02727	02/23/2023	titebond wood glue 4 oz	9.93
Lowe's Home Centers Inc.	02727	02/23/2023	5" 20 tie plate	12.25
Lowe's Home Centers Inc.	02727	02/23/2023	2 x 4 x 10	85.20
Lowe's Home Centers Inc.	02727	02/23/2023	rustoleum flat white pray paint	18.98
Lowe's Home Centers Inc.	02727	02/23/2023	12 x 16 Tarp	43.74
Lowe's Home Centers Inc.	02727	02/23/2023	Gro[Rote 2.5" x 9 exteroprr scr...	34.21
Lowe's Home Centers Inc.	02727	02/23/2023	2 x 4 x 8	31.80
Lowe's Home Centers Inc.	02727	02/23/2023	krylon bonding primer	19.92
Lowe's Home Centers Inc.	02727	02/23/2023	4 x 8 sanded plywood	26.30
Lowe's Home Centers Inc.	02727	02/23/2023	1 x 2 x 8	23.85
Lowe's Home Centers Inc.	02727	02/23/2023	3.5" x5/8 Hinges	22.68
Atlas Welding Supply Co. Inc.	555866	02/23/2023	PW Shop - welder gas	146.18
Ervin's Workwear & Boots	INV0019138	02/23/2023	ROW - off probabtion boots C. ...	149.99
Ander's Hardware Co. Inc.	N1191832	02/23/2023	Horticulturist - 2 gal gas can	25.99
Lowe's Home Centers Inc.	02764	02/23/2023	BLANKET - Kentuck Supplies	24.67
Amazon Capital Services	1DYV-4KHG-93HR	02/23/2023	PW - otterbox defender cases f...	115.92
Amazon Capital Services	INV0019137	02/23/2023	PW - replacement cover for J.W...	30.99
One Source Office Products LLC	WO-7422-1	02/23/2023	PW - Pledge lemon polish	99.54
Lowe's Home Centers Inc.	27563	02/23/2023	BLANKET - Kentuck Supplies	50.37
One Source Office Products LLC	IN-13628	02/23/2023	ROW - liner bags 38 x 58	1,480.00
Ander's Hardware Co. Inc.	N1192052	02/23/2023	Shirley House - alarm system re...	50.26
Northport Electrical Supply Inc.	V1017943	02/23/2023	PW - Horticulturists office AC v...	60.47

Expense Approval Report

Payment Dates: 2/16/2023 - 3/1/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Cintas	4147148649	02/23/2023	PAYER # 14353601	26.16
Cintas	4147156019	02/23/2023	PAYER # 14385499	652.84
Wells Fargo Vendor Financial Se...	4257492	02/23/2023	PW - Wells Fargo "Final" Invoice	105.69
Atlas Welding Supply Co. Inc.	556423	02/23/2023	PW Shop - 29 pc drill bit set	574.28
Department 37 - Public Works Total:				51,577.43
Department: 39 - Utilities				
Harcros Chemicals	330134651	02/23/2023	Council Approved - Chlorine for...	5,700.00
U.S. Postal Service	INV0019122	02/16/2023	Postage by Phone	7.82
U.S. Postal Service	INV0019122	02/16/2023	Postage by Phone	95.19
Office Depot	286957775001	02/23/2023	Furniture for WTP	237.48
Kyocera Document Solutions Al...	55C1435053	02/16/2023	Copier Maintenance for Billing ...	65.00
Office Depot	286994407001	02/23/2023	Furniture for WTP	599.94
Office Depot	286994410001	02/23/2023	Furniture for WTP	1,617.40
Office Depot	286994410001	02/23/2023	Furniture for WTP	262.52
ADS Security L.P.	16808291	02/23/2023	Security for Eddie Kane Steel Bui..	3,735.00
ADS Security L.P.	16808657	02/23/2023	Install Cellular Communicator at..	250.00
ADS Security L.P.	16808660	02/23/2023	Cellular Communicator Prorated..	8.87
Cassady Company Inc The	Proj 20-135 Inv 19	02/16/2023	Council Approved - Hwy 82 PS &..	2,781.25
Cassady Company Inc The	Proj 21-139 Inv 6	02/16/2023	Council Approved - Eng. Services..	1,732.50
DCH Occupational Medicine	00016046-00	02/16/2023	New Hire/Post Accident/Rand...	117.00
Global HR Research LLC	13412741	02/16/2023	New Hire Background Checks	155.67
High Cotton	139728	02/16/2023	Monthly Billing	9,392.15
Kyocera Document Solutions Al...	55C1436709	02/16/2023	Blanket - Copier Maintenance f...	65.00
Denali Water Solutions LLC	INV394770	02/23/2023	Council Approved - Sludge Rem...	11,913.66
Cassady Company Inc The	Proj 19-105 Inv 12	02/16/2023	Council Approved - PS #3 Drain...	85.00
Tuscaloosa Tire & Service Center	N281480	02/23/2023	Water Truck #5415 Tires	665.19
Water Girl Consulting LLC	222023	02/23/2023	Grade II Training	250.00
Consolidated Pipe & Supply Co...	9430076-000-000	02/16/2023	8" Compression Couplings	743.16
A T & T	INV0019116	02/16/2023	205 333-3185 276 0548	210.55
Kyocera Document Solutions Al...	55C1437068	02/23/2023	Final Copier Maint. & Overage -...	133.02
Northport Auto Supply Co. Inc.	100724048	02/16/2023	Water Bobact # 180 Battery	136.45
Northport Auto Supply Co. Inc.	100725002	02/23/2023	INTAKE	12.13
Xylem	3556C60491	02/16/2023	Nozzle Caps for Filter Surface W...	1,345.00
Krebs Engineering Inc.	Proj 21050 Inv 4	02/16/2023	Council Approved - WWTP Slud...	11,200.00
Northport Auto Supply Co. Inc.	100725219	02/23/2023	Water Dump Truck #6328 Brake...	15.93
Northport Auto Supply Co. Inc.	100725375	02/23/2023	ORIG INV 100725002	-12.13
Ferguson Enterprises LLC	1453936-2	02/16/2023	3/4" Compression 90's	163.24
Mayer Electric Supply Company ..	31214606	02/23/2023	Push Button Switch for Grit Brid...	264.84
Xerox Corporation	3792960	02/23/2023	CONTRACT 1/29-2/27/23	133.91
Xerox Corporation	3792960	02/23/2023	CONTRACT 1/29-2/27/23	221.70
Xerox Corporation	3792960	02/23/2023	CONTRACT 1/29-2/27/23	133.91
Northport Auto Supply Co. Inc.	100725569	02/23/2023	Water Truck #5413 Brakes	90.67
Cintas	4146034175	02/16/2023	Payer # 14385521	189.73
Video Industrial Services Inc.	46590a	02/16/2023	AGENDA (11/7/22) - Video Sew...	2,925.00
Video Industrial Services Inc.	46590b	02/16/2023	Difference in PO #23-0447 - Vid...	955.00
Utility Tool Company	IN29109	02/16/2023	Pipe Horn Locator	1,710.00
Alabama Power Company	INV0019126	02/16/2023	1761 Harper Rd	99.89
Ferguson Enterprises LLC	1472888	02/16/2023	3/4" Curbstops CTS x Meter	2,016.00
LeCroy Richardson P.C.	1985	02/23/2023	FY22 Audit Expense	3,793.00
Burnum-Hahn Exterminators Inc.	INV0019118	02/16/2023	Monthly Pest control	165.00
Electric Machine Control Inc.	11143	02/23/2023	Blanket - Repairs to Grit Blowers..	957.09
Ferguson Enterprises LLC	1453936-3	02/23/2023	3/4" Compression 90s	69.96
Univar Inc.	50926639	02/23/2023	Council Approved - Alum for W...	4,600.24
Alabama Power Company	INV0019189	02/23/2023	SB23192-17002	85,230.11
Lowe's Home Centers Inc.	02378B	02/23/2023	Blanket - Misc. Supplies for Inv...	24.90
Lowe's Home Centers Inc.	10401B	02/23/2023	Blanket - Misc. Supplies for WTP	36.20
Lowe's Home Centers Inc.	1482	02/23/2023	CREDIT ORIG PO 23-0568	-24.00
Cintas	4146439753	02/16/2023	payer # 14385564	71.61
Cintas	4146439940	02/16/2023	Payer # 14385434	318.69
Alabama Dept of Environmental...	INV0019109	02/16/2023	Grade I Water Certification Fee	125.00

Expense Approval Report

Payment Dates: 2/16/2023 - 3/1/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Mark Bishop	INV0019123	02/16/2023	CDL Class A Renewal Reimburs...	66.25
Amazon Capital Services	19YQ-9J6F-747X	02/16/2023	Heavy Duty Stapler	43.26
Amazon Capital Services	19YQ-9J6F-747X	02/16/2023	Heavy Duty Staples	13.90
Moore Petroleum Co. Inc.	2304601	02/23/2023	1-000100	3,071.30
Ellison's Tree Service	428	02/23/2023	Cutting Trees at Upper Smith Cr...	2,400.00
Verizon	9927806205	02/23/2023	642325112-00001	145.84
Brenntag MidSouth Inc.	BMS347010	02/16/2023	Council Approved - Sodium Hyp...	11,884.17
Walmart	INV0019129	02/16/2023	Blanket - Distilled Water for Lab...	42.07
CSL Services Inc.	INV0019185	02/23/2023	Flow Monitoring on Hwy 43	3,000.00
CSL Services Inc.	INV0019186	02/23/2023	Difference in PO #23-1515 - Flo...	140.00
Pace Analytical LLC	2335532355	02/23/2023	Council Approved - BLANKET - T...	425.20
Cintas	4146735878	02/23/2023	PAYER # 14385521	144.20
Spire	INV0019187	02/23/2023	NORTHWOOD GARDEN DR 872...	21.37
Thompson Tractor Co. Inc	TTC1-0838507	02/23/2023	Service for Mission Signal to Int...	959.00
Southern Pipe & Supply	7626458-00	02/23/2023	Council Approved - Meter Locks...	1,041.00
Ferguson Enterprises LLC	1474388	02/23/2023	6" Megalugs	347.10
Empire Pipe and Supply Compa...	2103918	02/23/2023	3" Master Meter	2,600.00
Cintas	4147154405	02/23/2023	PAYER # 14385564	71.61
Cintas	4147154699	02/23/2023	PAYER # 14385434	307.40
Southern Pipe & Supply	7701614-00	02/23/2023	Long Valve Box	722.00
Southern Pipe & Supply	7701614-00	02/23/2023	5 1/4" x 6" Valve Box Riser	229.50
Southern Pipe & Supply	7701614-00	02/23/2023	5 1/4" x 2" Valve Box Riser	112.65
Southern Pipe & Supply	7701614-00	02/23/2023	Short Valve Box	610.00
Lowe's Home Centers Inc.	02499B	02/23/2023	Blanket - Misc. Supplies for Inv...	31.29
Alabama Dept of Environmental...	INV0019183	02/23/2023	Water Grade II Exam Fee	325.00
Alabama's Water Environment ...	INV0019184	02/23/2023	AWEA Joint Conference Registr...	1,350.00
Don Lee Simpson	INV0019188	02/23/2023	Water Development Fee Refund	1,254.00
Department 39 - Utilities Total:				189,150.55
Department: 40 - Williamson Cemetery				
Northport Electrical Supply Inc.	V1017192	02/16/2023	Williamson Cem. - graveyard lig...	154.84
Alabama Power Company	INV0019189	02/23/2023	SB23192-17002	65.72
Department 40 - Williamson Cemetery Total:				220.56
Department: 45 - 2019 Additional Sales Tax				
Criterion Consulting LLC	2217	12/15/2022	reimbursable expense	103.75
TTL Inc.	2122109a	02/23/2023	Amendment 1 - Recreational M...	33,300.00
TTL Inc.	2122109b	02/23/2023	Rose Blvd. Property Recreational...	9,000.00
Department 45 - 2019 Additional Sales Tax Total:				42,403.75
Grand Total:				668,829.29

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	431,110.00
08 - TCRIC FUND	17,551.29
19 - GASOLINE EXCISE TAX FUND	29,719.45
22 - MUNICIPAL COURT JUDICAL ADMIN FUND	875.00
50 - WATER & SEWER FUND	188,319.55
51 - WATER & SEWER DEVELOPMENT FEES FUND	1,254.00
Grand Total:	668,829.29

Account Summary

Account Number	Account Name	Payment Amount
01-13-100-50245	Development Funds - Ma...	300.00
01-13-101-50245	Development Funds - Distr..	100.00
01-13-102-50245	Development Funds - Distr..	200.00
01-13-105-50245	Development Funds - Distr..	900.00
01-13-110-50304	Committee & Work Sessi...	800.00
01-15-000-50000	Salaries & Wages	340.00
01-15-000-50102	Postage	87.78
01-15-000-50105	Office Supplies	332.34
01-15-000-50356	Janitorial Supplies - City H...	1,313.59
01-15-000-50357	Janitorial Contracts - City ...	26.41
01-15-000-50359	Fuel & Oil	628.98
01-15-000-50501	Utilities - Power	7,016.94
01-15-000-50561	Pest Control	75.00
01-15-000-50590	Utilities - Other	985.43
01-16-000-50102	Postage	10.77
01-16-000-50105	Office Supplies	15.99
01-17-000-50102	Postage	110.19
01-17-000-50127	Software - License & Main...	5,391.63
01-17-000-50312	Cell Phones	46.94
01-17-000-50359	Fuel & Oil	78.74
01-22-000-50105	Office Supplies	26.57
01-22-000-50106	Office Equipment	1,422.48
01-22-000-50108	Equipment - Computers &...	156.47
01-22-000-50312	Cell Phones	54.87
01-22-000-50348	Utilities - Internet	7,246.86
01-22-000-50376	Service Contracts	2,240.00
01-25-000-50102	Postage	2,728.26
01-25-000-50201	Audit Expense - Internal	15,172.00
01-26-000-50102	Postage	52.37
01-26-000-50105	Office Supplies	164.77
01-26-000-50210	Professional Services	1,250.00
01-26-000-50340	Drug Testing - Random	365.00
01-28-000-50102	Postage - Admin	153.81
01-28-000-50312	Cell Phones	46.57
01-28-000-50420	Travel	158.51
01-28-116-50112	Advertising - Planning Co...	114.10
01-32-000-50102	Postage	1.14
01-32-000-50106	Office Equipment	155.00
01-32-000-50503	Utilities - Power - Traffic S...	818.99
01-32-000-50504	Power - Street Lights	29,168.39
01-32-600-80001	Infrastructure	131,108.67
01-32-600-81003	MPO - Watermelon Road	1,541.73
01-32-600-81004	MPO - Charlie Shirley Road	17,845.01
01-33-000-50102	Postage	29.00
01-33-000-50105	Office Supplies	295.46
01-33-000-50108	Equipment - Computers &...	333.34
01-33-000-50111	Software - License & Main...	3,400.00

Account Summary

Account Number	Account Name	Payment Amount
01-33-000-50175	Sundry Expense	193.55
01-33-000-50283	Uniforms	499.85
01-33-000-50312	Cell Phones	2,576.87
01-33-000-50359	Fuel & Oil	9,705.11
01-33-000-50361	Maintenance & Repair - P...	2,070.71
01-33-000-50363	Maintenance Contracts - ...	102.60
01-33-000-50367	Maintenance & Repair - V...	12,915.79
01-33-000-50368	Maintenance & Repair - E...	24.27
01-33-000-50422	Meals	93.07
01-33-000-50502	Utilities - Power	10,369.14
01-33-000-50562	Pest Control	175.00
01-33-000-50563	Utilities - Power - Commu...	2,439.23
01-33-600-80000	Equipment	3,004.00
01-35-210-50283	Uniforms	90.27
01-35-210-50312	Cell Phones	462.39
01-35-210-50359	Fuel & Oil	1,563.19
01-35-210-50410	Maintenance & Repair - E...	2,365.63
01-35-210-50411	Maintenance & Repair - R...	15.93
01-35-210-50500	Utilities - Power	3,517.35
01-35-210-50560	Pest Control	270.00
01-35-211-50360	Maintenance - Station 1	58.81
01-35-211-50434	Janitorial Supplies - Statio...	115.00
01-35-212-50279	Living Quarters Supplies - ...	26.26
01-35-212-50360	Maintenance - Station 2	578.79
01-35-212-50380	Repairs - Station 2	777.92
01-35-212-50434	Janitorial Supplies - Statio...	216.00
01-35-213-50380	Repairs - Station 3	98.82
01-35-213-50434	Janitorial Supplies - Statio...	204.43
01-35-214-50380	Repairs - Station 4	499.66
01-35-214-50434	Janitorial Supplies - Statio...	349.86
01-35-216-50227	Equipment - Engine 2	329.00
01-35-223-50242	Medical Supplies - Rescue	71.85
01-35-600-80000	Equipment	23,999.00
01-37-310-50010	Hiring & Recruitment Exp...	270.68
01-37-310-50104	Printing & Duplication	318.15
01-37-310-50105	Office Supplies	518.91
01-37-310-50126	Office Equipment - Lease	105.69
01-37-310-50256	GPS Tracking	900.85
01-37-310-50261	Contract Shirts & Pants	1,542.91
01-37-310-50277	Janitorial Supplies	386.32
01-37-310-50307	Tree Trimming Services	900.00
01-37-310-50312	Cell Phones	146.91
01-37-310-50359	Fuel & Oil	8,754.93
01-37-310-50500	Utilities - Power	4,414.01
01-37-310-50503	Power - Traffic Signals	2,316.65
01-37-310-50560	Pest Control	75.00
01-37-311-50234	Supplies - Beautification	49.25
01-37-311-50387	Supplies - Community Eve...	892.24
01-37-312-50234	Supplies - Construction	2,828.12
01-37-313-50234	Supplies - Garbage	30.55
01-37-315-50234	Supplies - Rights of Way	1,480.00
01-37-315-50238	Personal Safety Supplies -...	248.92
01-37-316-50221	Hand Tools - Shop	574.28
01-37-316-50234	Supplies - Shop	872.64
01-37-318-50360	Maintenance - Public Wor...	60.47
01-37-318-50380	Repairs - Public Works Bui...	96.90
01-37-320-50380	Repairs - Garbage Trucks	1,765.66
01-37-321-50360	Maintenance - Heavy Equ...	28.36

Account Summary

Account Number	Account Name	Payment Amount
01-37-321-50380	Repairs - Heavy Equipment	146.71
01-37-322-50380	Repairs - Heavy Trucks	391.93
01-37-323-50380	Repairs - Trash Trucks	210.08
01-37-324-50360	Maintenance - Vehicles	101.84
01-37-324-50380	Repairs - Light Duty Vehic...	139.38
01-37-325-50360	Maintenance - Trailers & ...	397.88
01-37-328-50234	Supplies - Traffic	13.16
01-37-330-50360	Maintenance - Shirley Pla...	50.26
01-37-331-50234	Supplies-Recycling	30.55
01-37-331-50380	Repairs - Recycling Trucks	216.28
01-37-350-50360	Maintenance - Misc Prope...	239.67
01-37-600-80000	Equipment	20,061.29
01-40000	Business License	6,226.86
01-40-000-50360	Maintenance - Williamson...	154.84
01-40-000-50500	Utilities - Power - William...	65.72
01-40001	City Sales Taxes	16,091.95
01-45-000-54000	Enjoy	42,300.00
01-45-000-54402	Northport School System	103.75
08-32-600-81005	MLK Improvements Project	17,551.29
19-32-000-60062	Resurfacing Projects - City	29,719.45
22-17-000-50373	Judicial Services	875.00
50-39-510-50010	Hiring & Recruitment Exp...	272.67
50-39-510-50102	Postage	7.82
50-39-510-50104	Printing & Duplication	65.00
50-39-510-50105	Office Supplies	57.16
50-39-510-50106	Office Equipment	133.91
50-39-510-50261	Contract Shirts and Pants	1,103.24
50-39-510-50312	Cell Phones	145.84
50-39-510-50359	Fuel & Oil	3,071.30
50-39-510-50376	Service Contracts	3,993.87
50-39-510-50394	Repairs - Heavy Equipment	136.45
50-39-510-50396	Repairs - Vehicles	771.79
50-39-510-50403	Training - Technical	2,116.25
50-39-510-50461	Repairs - Light Duty Equi...	0.00
50-39-510-50473	Inventory Supplies	56.19
50-39-510-50500	Utilities - Power	85,330.00
50-39-510-50510	Utilities - Telephone	210.55
50-39-510-50520	Utilities - Natural Gas	21.37
50-39-510-50550	Pest Control	165.00
50-39-511-50102	Postage	95.19
50-39-511-50104	Printing & Duplication	198.02
50-39-511-50106	Office Equipment	221.70
50-39-511-50201	Audit Expense	3,793.00
50-39-511-50470	Billing Services	9,392.15
50-39-512-50106	Office Equipment	2,351.25
50-39-512-50107	Office Furniture	500.00
50-39-512-50300	Chemicals	10,300.24
50-39-512-50336	Repairs	959.00
50-39-512-50360	Maintenance	1,381.20
50-39-512-50454	Testing & Professional Ser...	425.20
50-39-513-50300	Chemicals	11,884.17
50-39-513-50306	Emergency Repairs - Wast...	957.09
50-39-513-50313	Laboratory Supplies	42.07
50-39-513-50323	Sludge Disposal	11,913.66
50-39-513-50360	Maintenance	264.84
50-39-514-50431	Construction & Repair Su...	6,030.61
50-39-514-50477	Water Meters	2,600.00
50-39-514-60015	Equipment - Other	1,710.00

Account Summary

Account Number	Account Name	Payment Amount
50-39-515-50389	Maintenance - Collections...	2,400.00
50-39-515-50457	System & Infrastructure ...	3,880.00
50-39-600-81307	Sewer Expansion - HWY 69..	1,732.50
50-39-600-81407	Sewer Flow Monitoring	3,140.00
50-39-600-81502	I&I PS3 Gravity Area	85.00
50-39-600-81508	PS#2 Gravity Main/NewPS...	2,781.25
50-39-600-81601	ARPA WWTP - Sludge Pro...	11,200.00
50-40114	Bad Debt Collections	423.00
51-39-600-70010	Series 2021 A Warrants	1,254.00
Grand Total:		668,829.29

Project Account Summary

Project Account Key	Payment Amount
None	668,829.29
Grand Total:	668,829.29



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: March 6, 2023

**SUBJECT: Purchase Requisition, SHI, Microsoft Office 365 Licenses with Azure AD,
\$89,225.50**

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests requisition approval to SHI International Corp., for the renewal of licensing software for Azure and Office 365 for 265 users. The total price is \$89,225.50 annually. This is a budgeted expense. Requisition No. 231834.

Recommendation:

It is recommended that this request be approved.

Funding Source/GL Code:

GL Code No. 01-22-000-50111 Software License and Maintenance Amount: \$89,225.50

Motion for Consideration:

Approval of the Consent Agenda will approve this expense.



Pricing Proposal
Quotation #: 23103798
Created On: 2/16/2023
Valid Until: 2/28/2023

AL-City of Northport

Jonathan Fikes

AL
United States
Phone: 205-246-6447
Fax:
Email: jfikes@cityofnorthport.org

Inside Account Executive

John Kearney

290 Davidson Ave,
Somerset, NJ 08873
Phone: 732-564-8563
Fax: 732-564-8363
Email: John_Kearney@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Coverage Term: 4/1/2023 – 3/31/2024 Note: (1yr) cost	265	\$251.64	\$66,684.60
2 Azure Active Directory Premium P2 GCC Sub Per User Microsoft - Part#: MQN-00001 Coverage Term: 4/1/2023 – 3/31/2024 Note: (1yr) cost	265	\$85.06	\$22,540.90
Subtotal			\$89,225.50
Total			\$89,225.50

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: March 6, 2023

**SUBJECT: Purchase Requisition, CDW-G, RFID Cards and Desktop Computer Readers,
\$11,153.75**

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests requisition approval to CDW-G to purchase RFID cards and RFID desktop computer readers. These items are necessary to complete the MFA (Multifactor Authentication) for the RFID Project. This will allow employees who use desktop computers to be able to swipe their badge and log in to their computer, which adds an extra level of security. Total cost \$11,153.75. This is a budgeted expense. Requisition No. 231835.

Recommendation:

It is recommended that this request be approved.

Funding Source/GL Code:

GL Code No. 01-22-600-80000 Amount: \$11,153.75

Motion for Consideration:

Approval of the Consent Agenda will approve this expense.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

SCOTT MURPHY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NFZR777	2/15/2023	NFZR777	4009475	\$11,153.75

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RF Ideas pcProx 82 Series USB Proximity Reader Mfg. Part#: RDR-6082AKU UNSPSC: 43211612 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	95	1211119	\$105.85	\$10,055.75
RF Ideas HID ISOProx Card II - RF proximity card Mfg. Part#: BDG-1386 UNSPSC: 46171619 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	150	1459676	\$7.32	\$1,098.00

SUBTOTAL	\$11,153.75
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$11,153.75

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF NORTHPORT ACCTS PAYABLE PO BOX 569 NORTHPORT, AL 35476-0569 Phone: (205) 339-7000 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF NORTHPORT SCOTT MURPHY 3500 MCFARLAND BLVD NORTHPORT, AL 35476-3181 Shipping Method: DROP SHIP-GROUND
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Brian Krull | (866) 537-4660 | briakru@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$11,153.75	\$313.31/Month	\$11,153.75	\$357.92/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: March 6, 2023

SUBJECT: Purchase Requisition, Traffic Sign, Stalker Radar, \$16,387.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Haley Abbett

Approved By: Gerald Burton

Summary:

The purchase requisition to Stalker Radar in the amount of \$16,387.00 for a 3' x 6' message trailer with strobe lights.

Recommendation:

That this request be passed.

Funding Source/GL Code:

GL Code No. 01-33-600-80000 Amount: \$ 16,387.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$16,387.00.



applied concepts, inc.

QUOTE
#2070311

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Brooke Journet
+1-469-656-8011
brookej@stalkerradar.com

Reg Sales Mgr: Debbie Aull
+1-214-551-5538
aull@stalkerradar.com

Page 1 of 1

Date: 02/01/23

Effective From : 01/31/2023

Valid Through: 05/01/2023

Lead Time: 60 working days

Bill To: City of Northport PO Box 569 Northport, AL 35476-0569	Customer ID: 354761 Accounts Payable	Ship To: Northport Police Dept 3721 26th Ave Northport, AL 35473-2952	UPS Freight LTL (4-6 Days) Lieutenant Edward Fields
--	---	---	--

Grp	Qty	Package	Description	Wmnty/Mo	Price	Ext Price
1	1	821-1101-00	Stalker MC360 Message Trailer (3'x6') w/Strobes	0	\$14,350.00	\$14,350.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	1	015-2684-59	[268459] MC 360 Message Trailer (3' x 6')			\$0.00
2	1	200-1229-01	[414155] Traffic Stats Sensor, 2 Comm Ports			\$0.00
3	1	006-0569-00	Certificate of Accuracy, Speed Sensor II			\$0.00
4	1	015-5779-00	[274712] Message Center Solar Panel			\$0.00
5	1	015-4120-94	Red/Blue Strobes-2 Strobe Assys, 6 LEDs ea-MC360		\$459.00	\$459.00
6	1	015-1819-00	[275569] Trailer Tongue Jack			\$0.00
8	1	200-1173-00	Traffic Analyst App, Thumb Drive, Manual		\$578.00	\$578.00
9	1	200-1448-01	MC360 Trailer User Manual Kit w/USB Comm Cable			\$0.00
10	1	063-0024-60	Message Center Trailer 5-Year Warranty			\$0.00
11	1	600-0022-02	MC360 (3'x6') Trailer			\$0.00
Group Total						\$15,387.00

Product	\$15,387.00	Sub-Total:	\$15,387.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$1,000.00
		Total: USD	\$16,387.00

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: March 6, 2023

SUBJECT: Purchase Requisition, Cradlepoints and Sierra Wireless Airlink (7 each), AT&T Mobility, \$7,035.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Haley Abbett

Approved By: Gerald Burton

Summary:

The purchase requisition to AT&T Mobility in the amount of \$7,035.00 for 7 cradlepoints and 7 Sierra Wireless Airlink Antennas. This amount will be reimbursed by the Homeland Security Grant through ALEA.

Recommendation:

That this request be passed.

Funding Source/GL Code:

GL Code No. 01-33-600-80000 Amount: \$7,035.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$7,035.00.



February 2, 2023

(quote valid for 30 days)

Northport Police Department

EQUIPMENT OPTIONS

ITEM DESCRIPTION	COST	QUANTITY	TOTAL
Cradlepoint IBR900 (FirstNet Ready with Band 14)	\$786.00	7	\$5,502.00
Sierra Wireless Airlink 6-in-1 SharkFin Antenna, black	\$219.00	7	\$1,533.00
			\$7,035.00

SERVICE PRICE

ITEM DESCRIPTION	MONTHLY RATE	QUANTITY	COST
FirstNet Extended Primary Mobile Responder UL Smartphone Plan (w/o tethering) - Includes: Unlimited Data, Unlimited Cell Minutes, Unlimited Text, with Priority	\$39.99	0	\$0.00
FirstNet Extended Primary Mobile Responder UL Smartphone Plan (with tethering) - Includes: Unlimited Data, Unlimited Tethering, Unlimited Cell Minutes, Unlimited Text, with Priority	\$44.99	0	\$0.00
FirstNet Extended Primary Data Only - Unlimited for Data Only Devices, with Priority	\$37.99	7	\$265.93
Public Static IP	\$3.00	0	\$0.00
FirstNet Extended Primary Feature Phone w/ Unlimited Voice, Text, Priority, Preemption	\$22.99	0	\$0.00
Unlimited Push to Talk Add-On	\$2.00	0	\$0.00
Unlimited Push to Talk Only - Primary & Extended Primary	\$17.99	0	\$0.00

ESTIMATED MONTHLY TOTAL:		\$265.93
ESTIMATED YEAR 1 TOTAL:		\$10,226.16

quotes do not include 911/FCC/State mandated communication tax/fees (usually ~\$4 per line)

Matthew Snapp

Client Solutions Executive 2 Integrated Mobility

State, Local, and Education

256.499.1822

matthew.snapp@att.com



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: March 6, 2023

SUBJECT: Purchase Requisition - Mini Excavator, Tractor & Equipment Company, \$84,107.96

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Tractor & Equipment Company, in the amount of \$84,107.96, is for Komatsu Crawler Excavator Model PC45MR-5. The Utilities Department does not currently have a mini excavator, and has to rent it at a daily rate which quickly adds up. We feel that having our own will be beneficial to the department. This equipment is part of the 2023 Capital budget. This purchase is part of the Sourcewell agreement.

Recommendation:

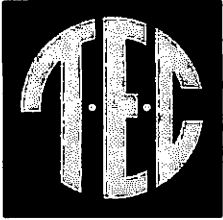
Approve

Funding Source/GL Code:

GL Code No. 50-39-600-80000 Amount: \$84,107.96 (budgeted expense)

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$84,107.96 to Tractor & Equipment Company.



Tractor & Equipment Company

Serving the Southeast Since 1943.

3820 GREENSBORO AVENUE
TUSCALOOSA, AL 35405 205-752-0621

Sourcewell 
Formerly NJPA

Awarded Contract

Contract # 032119-KOM

February 7, 2023

Brad Akin
CITY OF NORTHPORT
Tuscaloosa, Alabama

Dear Brad,

We are pleased to submit the following equipment proposal for your consideration.

One (1) Komatsu crawler excavator Model PC45MR-5 equipped as follows:

Komatsu Model 4D88E-7 four cylinder direct injection diesel engine
134 cubic inch displacement, 38 net flywheel horsepower @ 2400 RPM
Enclosed ROPS cab with air conditioner, heater
16" solid rubber tracks
8' 8" boom with auxiliary hydraulics
5' 7" arm with auxiliary hydraulics
PAT dozer blade
12" bucket
24" bucket
Manual Quick Coupler
Hydraulic Thumb
and all other standard equipment
Operating weight..... 11,001 lbs.

Total Sales Price F.O.B. Delivered \$84,107.96

Price is subject to availability and applicable sales taxes.

Warranty: Komatsu standard machine warranty of one year unlimited hours.

We appreciate the opportunity to submit this proposal and look forward to the favor of your order.

Sincerely,

Justin Bryant
Sales Representative



PROPOSAL/EQUIPMENT ORDER

Print Date: 2/15/2023
Quote No.: 4973220808-2
Customer No: 5910000
Valid Until: 3/17/2023
PO:
Salesman: Joel E Byram
Phone: 205-247-2800

PURCHASER

CITY OF NORTHPORT
ATTN: ACCOUNTS PAYABLE
PO BOX 569
NORTHPORT AL 35476

SHIP TO

CITY OF NORTHPORT
ATTN: ACCOUNTS PAYABLE
PO BOX 569
NORTHPORT AL 35476

Caterpillar 304 SN: EQN183862
NEW CATERPILLAR 304 CAB MINI EXCAVATOR

\$85,521.53

Includes : Manual Coupler, Hydraulic Thumb and 12" & 24" Buckets

Warranty: Standard Premier Factory Warranty for 2 Year/ 2000 Hours, whichever occurs 1st. TT&M covered for warrantable repairs during first 90 days

CVA PM PARTS KIT: Filters for 1000 HRS (No Fluids).

304 07A MHE DCA4A:

BUCKET-HD, 24", 4.2 FT3, 3T
THUMB, HYD + COUPLER, PG, MAN, 3T
ATHENS DEALER PDI & FUEL
BELT, SEAT, 3" RETRACTABLE
WATER JACKET HEATER, 120V
CAT KEY, WITH PASSCODE OPTION
BOOM, SWING
CAB, WITH HEAT AND A/C
TRACK, 14", RUBBER BELT
SOFTWARE, PROPORTIONAL CONTROL
SOFTWARE, STICK STEER CONTROL
SOFTWARE, 2 WAY CONTROL
SOFTWARE, CODED START
HYDRAULIC OIL, STD
ALARM, TRAVEL
ELECTRICAL ARR, C1.7 HRC
LIGHTS, LED, REAR
INTEGRATED RADIO
MONITOR NEXT GEN, CAMERA READY
PRODUCT LINK, CELLULAR PL243
CAMERA, REAR VIEW
LINKAGE BUCKET W/LIFTING EYE
CONTROL, QC, 3 LINE
LINES, QC, LNG STK, 3 LINE
COUNTERWEIGHT, EXTRA, 500LBS
HYDRAULIC OIL
BLADE, ANGLE, BOCE
ENGINE, EPA TIER 4 FINAL
LIGHTS, LED
STICK, LONG, 1- AUX, ANGLE BLD

Sales Subtotal	85,521.53
Tax Subtotal	0.00
Total	85,521.53

***Sales Total Reflects Sourcewell Pricing. Contract# 032119-CAT ***

Prices, Taxes and Availability are subject to change

The Equipment purchased hereunder will be delivered to Purchaser at _____ as soon as available from Seller's stock or from the factory, subject to normal delivery scheduling, and the Sales Price includes normal delivery charge, unless the following sentence applies: ☐ (Mark box if applicable.)

Delivery will be f.o.b. Seller's address above unless Purchaser's address is shown in the preceding sentence and a separate delivery charge is shown above. Delivery dates are approximate and subject to change. Seller will not be liable for any delays in delivery due to any cause whatsoever beyond Seller's direct control.

This Order consists of two pages. Purchaser agrees to purchase the equipment described above on the Terms and Conditions set forth above and on the back of this page or the accompanying page.

Signature: _____ Date: _____ TTCO: _____

XAP_SalesQuotation_Sales



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: March 6, 2023

SUBJECT: PO Requisition to Foley Products Company for Pipe Inventory - \$6,951.28.

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 Foley Products Company is for restocking pipe inventory for the Public Works Department in the amount of \$6,951.28.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-312-50234 - Construction Supplies Amount: \$6,951.28.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6,951.28 to Foley Products Company.

Matthew Knight

2-16-23

Construction

Stoc 1c

N/A

or

NO

n/A

Name of Company/Vendor:

Foley Products Company

PICKED UP

DELIVERED

SHIPPED

OTHER:

Number of Items	Item Description	Price of One (1) Item
1	18" RCP w/ Gaskets (3 Joints)	\$776.40
1	15" RCP w/ Gaskets (7 Joints)	\$1,568.80
1	36" RCP w/ Gaskets (6 Joints)	\$4,306.08
1	Papert Cap Hole plugs	\$180
1	Part of Joint Lubricant	\$20
SHIPPING/FREIGHT		\$100

$\$ 6,951.28$

What account(s) are associated with this request? You don't have to list the number, just the name of the account.

Restock For center Dr, Maple Rd } Low Qty. at 36"



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

AGENDA ITEM NO. 9.c.9.

MEETING DATE: March 6, 2023

SUBJECT: PO Requisition to Turner Transformations, LLC for Improvements to the Train Depot - \$26,250.00

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 Turner Transformations, LLC is for improvements to the Train Depot. The price of \$26,250.00 is to include all paint, materials and labor.

Recommendation:

Approve

Funding Source/GL Code:

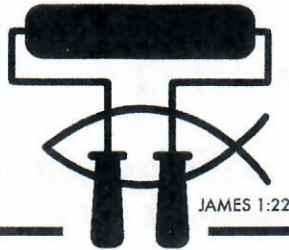
GL Code No. 01-37-600-80000 - Capital Budget Amount: \$ 26,250.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$ 26,250.00 to Turner Transformations, LLC.

TURNER

TRANSFORMATIONS, LLC



ESTIMATE ☐

INVOICE ☐

TYLER TURNER (205) 771-0204
COMMERCIAL & RESIDENTIAL PAINTING

Customer City of Northport Date 2/5/23
Address 703 25th Avenue Billing Address _____
City Northport State AL Zip 35476 (Train Depot)
Home Phone _____ Cell Phone _____

Exterior of Train Depot (Building only)	DESCRIPTION	TOTAL
- Wash/clean, Replace Rotten wood, Replace rotten grooved wood under eaves, Scrape old paint, prime, cut out old caulk, recaulk, caulk between tongue & groove wood under eaves, Remove old & cracking window glazing on all windows then re glaze, Stucco patch cracks in Stucco, Bondo Patch bad spots that aren't rotten		
- Prime as needed		
- Paint All eaves, fascia, Above Roof, All windows, All doors, All stucco, All siding		
- Paint using the same colors (Minimum of two coats)		
<u>Improvements.</u>		
All Paint/Materials/Labor included in Price		

Directions:

1/3 payment due upon starting 2/3 After complete & satisfied

Total Due \$ 26,250.00

Deposit _____

Labor Draw _____

Final payment due upon completion

By _____

Customer

PAYMENT RECEIVED

☐ Cash

☐ Check

Thank you!



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

AGENDA ITEM NO. 9.c.10.

MEETING DATE: March 6, 2023

SUBJECT: Purchase Requisition - Grit Bridge, Classifier, and Installation at WWTP, Schreiber, LLC., \$302,020.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The attached requisition to Schreiber, LLC, in the amount of \$302,020.00, is for a grit bridge, a grit classifier, and installation of both at the Wastewater Treatment Plant. The current grit bridge and classifier have both reached their useful life and need to be replaced. This equipment is imperative in continuing operations at the Wastewater Plant. This is part of the 2023 Capital budget.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. Amount: \$302,020.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$302,020.00 to Schreiber, LLC.

Northport, AL	02/07/2023
Grit & Grease Replacement Equipment with Galvanized Bridge - One (1) galvanized replacement bridge including - Galvanized handrails - Aluminum Grating - Drive Assembly - Crane Rail Wheels - Aluminum Conduit - Grit Removal System including - Grit Pump - Galvanized Grit Piping - Galvanized Hoist Frame & Winch with Alum Reel - Festoon Parts - One (1) galvanized bridge tow arm - Two (2) 304 SS W-Beam Columns and base plate - One (1) SS tow trolley - Eight (8) SS cable trolleys	\$169,500.00
Grit & Grease Replacement Equipment with 304SS Bridge - One (1) 304 SS replacement bridge including 304 SS handrails - Aluminum Grating - Drive Assembly - Crane Rail Wheels - Aluminum Conduit - Grit Removal System including - Grit Pump 304SS Grit Piping 304 SS Hoist Frame & Winch with Alum Reel - Festoon Parts - One (1) 304SS Bridge Tow Arm - Two (2) 304 SS W-Beam Columns and base plate - One (1) SS tow trolley - Eight (8) SS cable trolleys	\$194,900.00



Grit Classifier – 304SS One (1) 12" Shafted 304 SS Grit Classifier with oil lubricated lower bearing.	\$85,000.00
Installation - Installation of the above equipment. Based on 4 men for 5 days labor, mileage, expenses, and travel time. - Note: Northport to furnish crane with operator and signalman	\$22,120.00
Above pricing includes: - Mechanical & Process Start-up - Training of personnel - Freight	
Above pricing does not include: - Air Piping - Grease Removal equipment - Blowers - Control Panels	
Budgetary pricing assumes standard materials of construction and electrical components.	
All pricing is in U.S. Dollars.	

This proposal is governed by and subject to Schreiber's Standard Conditions of Sale, which are incorporated by reference and accessible at: <https://www.parkson.com/files/documents/schreiber-sale-terms.pdf>



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

AGENDA ITEM NO. 9.c.11.

MEETING DATE: March 6, 2023

SUBJECT: Purchase Requisition, Meal Reimbursement, Chief Burton, \$36.91

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 Chief Burton. Expenses occurred during the Winter Chief's Conference in Montgomery, AL February 12-16, 2023.

Recommendation:

That this request be passed.

Funding Source/GL Code:

GL Code No. 01-33-000-50422 Amount: \$36.91

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$36.91.

JALAPENOS MEXICAN RESTAURANT
130 COMMERCE ST
MONTGOMERY AL 36104
334-262-4939

Terminal ID: *****249 ***5
2/14/23 11:51 AM
SERVER #: 7
VISA DEBIT - INSERT
AID: A0000000031010
ACCT #: *****9772

CREDIT SALE

UID: 304535620265 REF #: 6905
BATCH #: 069 AUTH #: 115144
AMOUNT \$12.60

TIP \$_____

TOTAL \$_____

APPROVED

ARQC - 6BA7839505DE7AC0

CUSTOMER COPY

STORE # AL-1655
2731 Legends Parkway, Unit 14
Prattville, AL 36066
Phone (334) 290-2090

2/14/2023
Order Id: AABZDLCLACBA
41 - FIVE GUYS
Employee: Alexandraia C

4:14:55 PM

41

1 Hamburger	\$10.09
BBO Sauce	\$0.00
Lettuce	\$0.00
Grilled Onions	\$0.00
** SPEC INST **	\$0.00
double wrap	\$0.00
1 Hamburger	\$10.09
Onions	\$0.00
Grilled Onions	\$0.00
Ketchup	\$0.00
Mustard	\$0.00
Grilled Mushrooms	\$0.00
Pickles	\$0.00
Tomatoes	\$0.00
ON SIDE Jalapeno Peppers	\$0.00
** SPEC INST **	\$0.00
double wrap	\$0.00

Sub Total \$20.18

Sales Tax \$1.92

Order Total \$22.10

Visa \$22.10

TIP AMOUNT \$2.21

AUTHORIZED AMOUNT \$24.31

Card#: *****7129

Authorization: 014933

AID: A0000000031010

--> Order Closed <--

Don't throw away your receipt!!!

Help Five Guys and you could win!
Log online to www.fiveguys.com/survey
and fill out a brief survey!



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

AGENDA ITEM NO. 11.b.1.

MEETING DATE: March 6, 2023

SUBJECT: 2nd Reading, Ordinance authorizing a Franchise Agreement with Charter Communications

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

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. The Department respectfully requests the City Administrator be authorized to enter a Franchise Agreement with Charter Communications.

Recommendation:

Adopt the attached Ordinance.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt 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 6th day of March, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 6th day of March, 2022.

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: February 6, 2023
Motion By: Washington
2nd Reading: March 6, 2023
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. Grantee shall apply for a city permit prior to beginning construction in any city right-of-way or any maintenance that moves the location of an existing line in the city right-of-way. Every permit submitted to the city shall show the location of other utilities of other providers in relationship to the proposed location or new location of an existing line. Grantee shall promptly repair any damage done by Grantee or any of its subcontractors to the city right-of-way or to any adjacent property owner.
 - c. 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.
 - d. 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 ensure 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: Dr. John Hinton, Mayor
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

Email: Birmingham, AL 35244
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 6th day of March, 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. 11.d.1.

MEETING DATE: March 6, 2023

SUBJECT: Meat Depot Northport LLC - ABC License

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Whitney Bostick

Approved By: Darren McGee

Summary:

An application was made to the City of Northport for the transfer of an ABC license. Pursuant to the investigation on Gerard Anthony D'Alessandro Jr of Birmingham, AL, of:

Meat Depot Northport LLC

3067 McFarland Blvd

Northport, AL 35476

A criminal history investigation was made by this department and no record of the individual was found.

Recommendation:

It is recommended that the council approve this application.

Funding Source/GL Code:

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

Motion for Consideration: