

**NORTHPORT CITY COUNCIL MEETING**  
**MONDAY, MARCH 20, 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**

- a. Mr. Joseph Page Sr., Concerned Citizen - Glenda Webb

**8. UNFINISHED BUSINESS**

a. **Ordinances and Resolutions of a Permanent Nature**

**9. NEW BUSINESS**

a. **Ordinances and Resolutions of a Permanent Nature**

- 1. Resolution Accepting Maintenance for Municipal Improvements Including Final Layer of Asphalt in Bristol Park Subdivision Phase IV - Tera Tubbs
- 2. Resolution Accepting Maintenance for Municipal Public Improvements Including Final Layer of Asphalt in BWSWDA Subdivision (Mt. Olive Rd. Relocation) - Tera Tubbs
- 3. Resolution Accepting Maintenance for Municipal Public Improvements for Resurvey of Lot 15 Clear Creek Colony Commercial Park - Tera Tubbs
- 4. Resolution Accepting Maintenance for Municipal Public Improvements Including Final Layer of Asphalt in Smithfield Gardens Subdivision Phase III - Tera Tubbs
- 5. Resolution Accepting Maintenance of Municipal Public Improvements for Waffle House on Rose Blvd. - Tera Tubbs
- 6. Ordinance Amending Ambulance Franchise Agreement with Northstar Paramedic Services, Inc. - Chief Bart Marshall

b. **Resolutions of a Temporary Nature**

- 1. Resolution Authorizing the City Administrator to Execute Change Order Request No. 1 to CivilWorx Construction, LLC for the Levee Repair Project - Tera Tubbs
- 2. Resolution Awarding Bid File 23-05 Furnishing of a Half-Ton Truck - John Webb
- 3. Resolution Accepting the 2022 Audit Report - Darren McGee
- 4. Resolution Authorizing Water Service Outside of City Limits for Property Located at 15050 Rue Road - Ron Davis
- 5. Resolution Awarding Bid File 23-07 Tree Removal Service - Brooke Starnes
- 6. Resolution Awarding Bid File 23-08 Williamson Cemetery Ground Maintenance - Brooke Starnes
- 7. Resolution Awarding Bid File 23-09 As Needed Drainage Pipe Rehab - Brooke Starnes
- 8. Resolution Declaring a Bid Law Exemption Pursuant to Alabama Code § 41-16-51(b)(7) and Authorize The City Administrator to Enter Into a Contract with Principle Environmental - John Webb
- 9. Resolution authorizing the City Administrator to Execute a Right-of-Way Use Agreement with West Alabama Food & Wine Festival - Tera Tubbs
- 10. Resolution Allocating 2023 Northport First Funds - Darren McGee
- 11. Resolution Rescinding Bid Award for Liquid Aluminum Sulfate - John Webb
- 12. Resolution Awarding Bid for Liquid Aluminum Sulfate - John Webb

c. **Consent Agenda**

1. Minutes, March 6, 2023, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Order Request for Engine 3 Suspension Repairs, \$5,686.52 - Chief Bart Marshall
4. Purchase Requisition - Half-Ton Truck - John Webb
5. Purchase Requisition - New Rake Assembly and Pin Rack Assembly for Barscreen at WWTP Headworks - John Webb
6. Purchase Requisition, AlienVault software renewal, \$17,447.40 - Scott Murphy
7. Annual NIBIN Payment - Gerald Burton
8. 2023 Dodge Durango, Stivers Chrysler Dodge Jeep Ram, \$46,069.39 (\$39,627.36 will be reimbursed by West Alabama Narcotics Task Force) - Gerald Burton

## **10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL**

## **11. PUBLIC HEARINGS**

- a. Engineering
- b. Legal Department
- c. Planning Inspections Department
  1. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1722 29th Avenue - Julie Ramm
  2. Second Reading, Ordinance Amending Table 4-1 and 4-2 of the Zoning Ordinance pertaining to recreational uses in C-6 zone. - Julie Ramm
- d. Police Department

## **12. CITY ADMINISTRATOR'S BUSINESS**

## **13. DEPARTMENTAL BUSINESS**

## **14. MAYOR & COUNCIL MEMBER'S BUSINESS**

## **15. EXECUTIVE SESSION**

## **16. ADJOURNMENT**



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

**AGENDA ITEM NO. 9.a.1.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Resolution Accepting Maintenance for Municipal Improvements Including Final Layer of Asphalt in Bristol Park Subdivision Phase IV**

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

**Prepared By: Engineering - NB**

**Approved By: Tera Tubbs**

**Summary:**

Section 306 of the Subdivision Regulations specifies that after certain criteria have been met by the developer, the City Engineer is to recommend to the Council acceptance of the municipal public improvements constructed as part of a development. Mitt Lary Partners, LLC has met the requirements of Section 306 for Bristol Park Subdivision Phase IV. The staff recommends that the Council adopt the attached resolution accepting maintenance of the municipal improvements constructed as part of that development, including final layer of asphalt. Maintenance will begin upon adoption of the attached resolution.

**Recommendation:**

Approval of the attached resolution

**Funding Source/GL Code:**

GL Code No. N/A Amount: \$ 0

**Motion for Consideration:**

I move to adopt the attached resolution accepting maintenance for municipal public improvements including final layer of asphalt for Bristol Park Subdivision Phase IV.

**RESOLUTION NO. 23-179**

**RESOLUTION ACCEPTING MUNICIPAL PUBLIC IMPROVEMENTS INCLUDING FINAL LAYER OF ASPHALT IN BRISTOL PARK SUBDIVISION PHASE IV**

**WHEREAS**, the plat for Bristol Park Subdivision, Phase IV has been accepted by the Northport Planning Commission and recorded in Plat Book 2022, Pages 72-74, Probate Office, Tuscaloosa County on April 26, 2022, a reproducible copy of which has been provided to the City; and,

**WHEREAS**, said plat recorded the lots for Bristol Park Subdivision Phase IV as well as the easements and right-of-ways for all sections of the subdivision; and,

**WHEREAS**, the engineer of record, Michael Bradley Porter, P.E., a Professional Engineer in the State of Alabama, has certified that the developer has completed all required infrastructure in accordance with the Northport Subdivision Regulations and has submitted a maintenance bond as prescribed in Section 306 of the Northport Subdivision Regulations and accepted by the City Attorney; and,

**WHEREAS**, the engineer of record, Michael Bradley Porter, P.E., has submitted to the City a complete set of “As-Built” or “Record Drawings” of the development; and,

**WHEREAS**, the developer of Bristol Park Subdivision Phase IV, Mitt Lary Partners, LLC., has requested that the City assume maintenance of the streets and other infrastructure including final layer in said subdivision; and,

**WHEREAS**, the City Engineer has reported to the City Council that all infrastructure required by the subdivision regulations and as specified by the Planning & Zoning Commission for Bristol Park Subdivision Phase IV has been completed.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Northport, Alabama, that the City accepts for maintenance the municipal public improvements including final layer located in the recorded and dedicated rights-of-way and easements within said Bristol Park Subdivision Phase IV with maintenance to begin on or about April 3, 2023.

**RESOLVED AND DONE THIS 3<sup>RD</sup> DAY OF April, 2023.**

**CITY COUNCIL OF THE CITY OF NORTHPORT**

**BY:** \_\_\_\_\_  
Jeff Hogg, Its President

**ATTEST:**

\_\_\_\_\_  
City Administrator

1st Reading: March 20, 2023  
Motion By:  
2<sup>nd</sup> Reading: April 3, 2023  
Motion By:  
Second By:







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

**AGENDA ITEM NO. 9.a.2.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Resolution Accepting Maintenance for Municipal Public Improvements Including Final Layer of Asphalt in BWSWDA Subdivision (Mt. Olive Rd. Relocation)**

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

**Prepared By: Engineering - NB**

**Approved By: Tera Tubbs**

**Summary:**

Section 306 of the Subdivision Regulations specifies that after certain criteria have been met by the developer, the City Engineer is to recommend to the Council acceptance of the municipal public improvements constructed as part of the Mt. Olive Rd. Relocation project. Black Warrior Solid Waste Disposal Authority has met the requirements of Section 306 for BWSWDA Subdivision (Mt. Olive Rd. Relocation). The staff recommends that the Council adopt the attached resolution accepting maintenance of the municipal public improvements constructed as part of that development, including the final layer of asphalt. Maintenance will begin upon adoption of attached resolution.

**Recommendation:**

Approval of attached resolution

**Funding Source/GL Code:**

GL Code No. N/A Amount: \$ 0

**Motion for Consideration:**

I move to adopt the attached resolution accepting maintenance for municipal public improvements including final layer of asphalt for BWSWDA Subdivision (Mt. Olive Rd. Relocation).

**RESOLUTION NO. 23-180**

**RESOLUTION ACCEPTING MUNICIPAL PUBLIC IMPROVEMENTS INCLUDING FINAL LAYER OF ASPHALT IN THE BSWDA SUBDIVISION (MT. OLIVE RD. RELOCATION)**

**WHEREAS**, the final plat for BSWDA Subdivision, has been accepted by the Northport Planning Commission and recorded in Plat Book 2021, page 2, in the Probate Office of Tuscaloosa County on January 11, 2021 a reproducible copy of which has been provided to the City; and,

**WHEREAS**, said plat recorded BSWDA Subdivision as well as the easements and right-of-ways for all sections of the subdivision; and,

**WHEREAS**, the engineer of record, Michael Bradley Porter, P.E., a Professional Engineer in the State of Alabama, has certified that the developer has completed all required infrastructure in accordance with the Northport Subdivision Regulations and has submitted a maintenance bond as prescribed in Section 306 of the Northport Subdivision Regulations and accepted by the City Attorney; and,

**WHEREAS**, the engineer of record, Michael Bradley Porter, P.E., has submitted to the City a complete set of “As-Built” or “Record Drawings” of the development; and,

**WHEREAS**, the developer of BSWDA Subdivision, Black Warrior Solid Waste Disposal Authority, has requested that the City assume maintenance of municipal public improvements including final layer as shown on plat and construction documents in said subdivision; and,

**WHEREAS**, the City Engineer has reported to the City Council that all infrastructure required by the subdivision regulations and as specified by the Planning & Zoning Commission for BSWDA Subdivision has been completed.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Northport, Alabama, that the City accepts for maintenance the municipal public improvements including final layer located in the recorded and dedicated right-of ways and easements within said BSWDA Subdivision with maintenance to begin on or about April 3, 2023.

**RESOLVED AND DONE THIS 3<sup>rd</sup> DAY OF APRIL 2023.**

**CITY COUNCIL OF THE CITY OF NORTHPORT**

**BY:** \_\_\_\_\_  
**Jeff Hogg, Its President**

**ATTEST:**

\_\_\_\_\_  
Glenda D. Webb  
City Administrator

1<sup>st</sup> Reading: March 20, 2023  
Motion By:  
2<sup>nd</sup> Reading: April 3, 2023  
Motion By:  
Second By:



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

**AGENDA ITEM NO. 9.a.3.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Resolution Accepting Maintenance for Municipal Public Improvements for  
Resurvey of Lot 15 Clear Creek Colony Commercial Park**

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

**Prepared By: Engineering - NB**

**Approved By: Tera Tubbs**

**Summary:**

Section 306 of the Subdivision Regulations specifies that after certain criteria have been met by the developer, the City Engineer is to recommend to the Council acceptance of the municipal public improvements constructed as part of a development. Brilliant Coal Company, LLC has met the requirements of Section 306 for Resurvey of Lot 15 Clear Creek Colony Commercial Park. The staff recommends that the Council adopt the attached resolution accepting maintenance of the municipal public improvements constructed as part of that development. Maintenance will begin upon adoption of the attached resolution.

**Recommendation:**

Approval of the attached resolution

**Funding Source/GL Code:**

GL Code No. N/A Amount: \$ 0

**Motion for Consideration:**

I move to adopt the attached resolution accepting maintenance for municipal public improvements for Resurvey of Lot 15 Clear Creek Colony Commercial Park.

**RESOLUTION NO. 23-181**

**RESOLUTION ACCEPTING MAINTENANCE OF MUNICIPAL PUBLIC IMPROVEMENTS  
FOR RESURVEY OF LOT 15 CLEAR CREEK COLONY COMMERCIAL PARK**

**WHEREAS**, the final plat for Resurvey of Lot 15 Clear Creek Colony Commercial Park, has been accepted by the Northport Planning Commission and recorded in Plat Book 2022, page 153, in the Probate Office of Tuscaloosa County on September 13, 2022, a reproducible copy of which has been provided to the City; and,

**WHEREAS**, said plat recorded Resurvey of Lot 15 Clear Creek Colony Commercial Park as well as the easements and right- of-ways for all sections of the subdivision; and,

**WHEREAS**, the engineer of record, Doug Varnon, P.E., a Professional Engineer in the State of Alabama, has certified that the developer has completed all required infrastructure in accordance with the Northport Subdivision Regulations and has submitted a maintenance bond as prescribed in Section 306 of the Northport Subdivision Regulations and accepted by the City Attorney; and,

**WHEREAS**, the engineer of record, Doug Varnon, P.E., has submitted to the City a complete set of “As-Built” or “Record Drawings” of the development; and,

**WHEREAS**, the developer for Resurvey of Lot 15 Clear Creek Colony Commercial Park, Brilliant Coal Company, LLC has requested that the City assume maintenance of the sidewalks and sewer as shown on plat and construction documents in said subdivision; and,

**WHEREAS**, the City Engineer has reported to the City Council that all infrastructure required by the subdivision regulations and as specified by the Planning & Zoning Commission for Resurvey of Lot 15 Clear Creek Colony Commercial Park has been completed.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Northport, Alabama, that the City accepts for maintenance the municipal improvements of infrastructure located in the recorded and dedicated right-of ways and easements within said Resurvey of Lot 15 Clear Creek Colony Commercial Park with maintenance to begin on or about April 3, 2023.

**RESOLVED AND DONE THIS 3<sup>rd</sup> DAY OF APRIL 2023.**

**CITY COUNCIL OF THE CITY OF NORTHPORT**

**BY:** \_\_\_\_\_  
**Jeff Hogg, Its President**

**ATTEST:**

\_\_\_\_\_  
Glenda D. Webb  
City Administrator

1<sup>st</sup> Reading: March 20, 2023  
Motion By:  
2nd Reading: April 3, 2023  
Motion By:  
Second By:



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

**AGENDA ITEM NO. 9.a.4.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Resolution Accepting Maintenance for Municipal Public Improvements Including Final Layer of Asphalt in Smithfield Gardens Subdivision Phase III**

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

**Prepared By: Engineering - NB**

**Approved By: Tera Tubbs**

**Summary:**

Section 306 of the Subdivision Regulations specifies that after certain criteria have been met by the developer, the City Engineer is to recommend to the Council acceptance of the municipal public improvements constructed as part of a development. Birmingham LD, LLC has met the requirements of Section 306 for Smithfield Gardens Subdivision Phase III. The staff recommends that the Council adopt the attached resolution accepting maintenance of the municipal improvements as constructed as part of that development, including final layer of asphalt. Maintenance will begin upon adoption of the attached resolution.

**Recommendation:**

Approval of the attached resolution

**Funding Source/GL Code:**

GL Code No. N/A Amount: \$ 0

**Motion for Consideration:**

I move to adopt the attached resolution accepting maintenance for municipal public improvements including final layer of asphalt for Smithfield Gardens Subdivision Phase III.

**RESOLUTION NO. 23-182**

**RESOLUTION ACCEPTING MUNICIPAL PUBLIC IMPROVEMENTS INCLUDING FINAL LAYER IN SMITHFIELD GARDENS SUBDIVISION PHASE III**

**WHEREAS**, the final plat for Smithfield Gardens Subdivision Phase III, has been accepted by the Northport Planning Commission and recorded in Plat Book 2022, page 75-76, in the Probate Office of Tuscaloosa County on May 3, 2022, a reproducible copy of which has been provided to the City; and,

**WHEREAS**, said plat recorded Smithfield Gardens Subdivision Phase III as well as the easements and right- of-ways for all sections of the subdivision; and,

**WHEREAS**, the engineer of record, T. Riley Sims, P.E., a Professional Engineer in the State of Alabama, has certified that the developer has completed all required infrastructure in accordance with the Northport Subdivision Regulations and has submitted performance and maintenance bonds as prescribed in Section 306 of the Northport Subdivision Regulations and accepted by the City Attorney; and,

**WHEREAS**, the engineer of record, T. Riley Sims, P.E., has submitted to the City a complete set of “As-Built” or “Record Drawings” of the development; and,

**WHEREAS**, the developer of Smithfield Gardens Subdivision Phase III, Birmingham LD, LLC, has requested that the City assume maintenance of municipal public improvements including final layer as shown on plat and construction documents in said subdivision; and,

**WHEREAS**, the City Engineer has reported to the City Council that all infrastructure required by the subdivision regulations and as specified by the Planning & Zoning Commission for Smithfield Gardens Subdivision Phase III has been completed.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Northport, Alabama, that the City accepts for maintenance the municipal public improvements including final layer located in the recorded and dedicated right-of ways and easements within said Smithfield Gardens Subdivision Phase III with maintenance to begin on or about April 3, 2023.

**RESOLVED AND DONE THIS 3<sup>rd</sup> DAY OF APRIL 2023.**

**CITY COUNCIL OF THE CITY OF NORTHPORT**

**BY:** \_\_\_\_\_  
**Jeff Hogg, Its President**

**ATTEST:**

\_\_\_\_\_  
Glenda D. Webb  
City Administrator

1<sup>st</sup> Reading: March 20, 2023  
Motion By:  
2<sup>nd</sup> Reading: April 3, 2023  
Motion By:  
Second By:



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

**AGENDA ITEM NO. 9.a.5.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Resolution Accepting Maintenance of Municipal Public Improvements for Waffle House on Rose Blvd.**

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

**Prepared By: Engineering - NB**

**Approved By: Tera Tubbs**

**Summary:**

Section 306 of the Subdivision Regulations specifies that after certain criteria have been met by the developer, the City Engineer is to recommend to the Council acceptance of the municipal public improvements constructed as part of a development. Waffle House, LLC has met the requirements of Section 306 for Waffle House on Rose Blvd. The staff recommends that the Council adopt the attached resolution accepting maintenance of the municipal improvements constructed as part of that development. Maintenance will begin upon adoption of the attached resolution.

**Recommendation:**

Approval of the attached resolution

**Funding Source/GL Code:**

GL Code No. N/A Amount: \$ 0

**Motion for Consideration:**

I move to adopt the attached resolution accepting maintenance of municipal public improvements for Waffle House on Rose Blvd.



**RESOLUTION NO. 23-183**

**RESOLUTION ACCEPTING MAINTENANCE OF MUNICIPAL PUBLIC IMPROVEMENTS  
FOR WAFFLE HOUSE ON ROSE BLVD.**

**WHEREAS**, the final plat for Resurvey of Lots 1,1A and 2 Clear Creek Colony Commercial Park, which includes Waffle House on Rose Blvd., has been accepted by the Northport Planning Commission and recorded in Plat Book 2019, page 64, in the Probate Office of Tuscaloosa County on May 15, 2019, a reproducible copy of which has been provided to the City; and,

**WHEREAS**, said plat recorded Resurvey of Lots 1,1A and 2 Clear Creek Colony Commercial Park as well as the easements and right- of-ways for all sections of the subdivision; and,

**WHEREAS**, the engineer of record, Wade Lowery, P.E., a Professional Engineer in the State of Alabama, has certified that the developer has completed all required infrastructure in accordance with the Northport Subdivision Regulations and has submitted performance and maintenance bonds as prescribed in Section 306 of the Northport Subdivision Regulations and accepted by the City Attorney; and,

**WHEREAS**, the engineer of record, Wade Lowery, P.E., has submitted to the City a complete set of “As-Built” or “Record Drawings” of the development; and,

**WHEREAS**, the developer of Waffle House, Waffle House, LLC, has requested that the City assume maintenance of the sidewalks as shown for Lot 1AA of the plat and construction documents in said subdivision; and,

**WHEREAS**, the City Engineer has reported to the City Council that all infrastructure required by the subdivision regulations and as specified by the Planning & Zoning Commission for Lot 1AA has been completed.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Northport, Alabama, that the City accepts for maintenance the municipal public improvements located in the recorded and dedicated right-of ways and easements within Lot 1AA with maintenance to begin on or about April 3, 2023.

**RESOLVED AND DONE THIS 3<sup>rd</sup> DAY OF APRIL 2023.**

**CITY COUNCIL OF THE CITY OF NORTHPORT**

**BY:** \_\_\_\_\_  
**Jeff Hogg, Its President**

**ATTEST:**

\_\_\_\_\_  
Glenda D. Webb  
City Administrator

1<sup>st</sup> Reading: March 20, 2023  
Motion By:  
2nd Reading: April 3, 2023  
Motion By:  
Second By:



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

**AGENDA ITEM NO. 9.a.6.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Ordinance Amending Ambulance Franchise Agreement with Northstar Paramedic Services, Inc.**

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

**Prepared By: Chris Cunningham**

**Approved By: Chief Bart Marshall**

**Summary:**

This ordinance makes one (1) minor amendment to the ambulance franchise agreement with Northstar Paramedic Services, Inc., allowing Northstar the option to run emergency traffic (i.e., "red lights and sirens") for Priority 2 calls. Northport Fire Rescue units run emergency traffic on these types of calls, so the response modes would match. This change will be reflected on page 7 in the attached RFP, the terms of which are incorporated into the franchise agreement by reference. This amendment makes no other changes to the terms of the franchise agreement, which was granted by Ordinance 2135 adopted on January 24, 2022.

**Recommendation:**

Offer the ordinance for first reading

**Funding Source/GL Code:**

N/A

**Motion for Consideration:**

I offer the Ordinance Amending Ambulance Franchise Agreement with Northstar Paramedic Services, Inc. for first reading.

**ORDINANCE NO.**

**ORDINANCE AMENDING AMBULANCE FRANCHISE AGREEMENT WITH  
NORTHSTAR PARAMEDIC SERVICES, INC.**

**WHEREAS**, on January 24, 2022 the Council adopted Ordinance 2135 granting an exclusive Ambulance Franchise to Northstar Paramedic Services, Inc. (“Northstar”) in the City of Northport, and

**WHEREAS**, the request for proposals (“RFP”) contains many of the terms for the franchise agreement, and

**WHEREAS**, the City of Northport and Northstar wish to make one (1) minor amendment to the terms in the RFP to improve quality of care.

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

1. The City of Northport amends the terms of the exclusive franchise agreement with Northstar Ambulance Services, Inc. to allow Northstar the option to respond with red lights and siren (“emergency”) for Priority 2 calls. The change will be reflected in the RFP attached as Exhibit “A”, the terms of which are incorporated into the franchise agreement by reference.
2. The City Administrator is authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this Ordinance.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

**ORDAINED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY COUNCIL OF THE  
CITY OF NORTHPORT**

BY: \_\_\_\_\_  
Jeff Hogg, Its President

**ATTEST:**

\_\_\_\_\_  
Glenda D. Webb, City Administrator

**APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
John Hinton, Mayor

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

\_\_\_\_\_  
Glenda D. Webb, City Administrator

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

# **EXHIBIT “A”**

**Request for Proposal for  
Ambulance Services Franchise and  
EMS System Performance Specifications for**

**City of Northport, Alabama**

**Issued June 11, 2021  
As Amended 3.9.2023**

## Section I. Procurement Summary

### A. Overview

The City of Northport (herein referred to as “Northport”) is a political subdivision of the State of Alabama with authority for designating an exclusive ambulance service provider through a competitive franchise process in accordance Alabama law.

The Northport recognizes that its citizens and visitors frequently cross geo-political boundaries between Northport, the City of Tuscaloosa and Tuscaloosa County. The jurisdictions frequently cooperate to improve available services. The jurisdictions intend to cooperate to ensure that each community is well served by an ambulance service provider that can service all the jurisdictions in accordance with a performance-based Franchise. The selected ambulance service provider to deliver the services specified in this Request for Proposal (RFP). Those from whom proposals are sought in this RFP will generally be referred to as franchisee, provider, proposer, or similar terms (with or without capitalization).

To accomplish this goal, Northport is conducting its procurement collaboratively and will recommend a Proposer to the City Council using specifications prepared for the City of Tuscaloosa (COT) with Northport’s specific amendments that are operative only for Northport and modify and supersede the requirements of the City of Tuscaloosa RFP as outlined herein.

**For simplicity, the City of Tuscaloosa Specifications are incorporated by reference herein and provided as Attachment 1. Northport’s specific modifications required are outlined at Attachment 2.** Unless Northport specific modifications apply, the RFP and Franchise requirements of the City of Tuscaloosa control. In submitting its response proposers may submit their City of Tuscaloosa proposal and a Northport RFP Addenda that addresses responses to each of the item numbers outlined in Attachment 2.

A successful emergency medical system has three consumer objectives: help prevent lost lives, minimize patients’ physical pain, and reduce the expenses associated with catastrophic injury or illness. Northport seeks to meet these objectives now, and in the future, while promoting good value for the community.

The goal of Northport is to sustain and further develop a high-quality EMS system. Northport intends for the Franchisee to be the sole Authorized provider of Emergency and Non-Emergency Ambulance Services in the designated areas covered by this Request for Proposals (RFP).

This is a Request for Proposal (RFP) for an emergency medical ground transportation system at both an Advanced Life Support (ALS) and Basic Life Support (BLS) level of service for Northport. The successful Proposer will be awarded exclusive five-year contract to operate in the

designated area to respond to 911 and other public safety or Northport/public safety generated ambulance requests for the five-year period beginning August 1, 2022 through July 31, 2027, with an option to extend by mutual agreement for multiple extension periods of one or two years each, not to exceed a total period of extensions of more than six years.

## **B. Background**

The Northport is an approximate 15 square mile City adjacent to the City of Tuscaloosa. Northport has traditionally been dependent upon the City of Tuscaloosa's Franchisee to provide service under a separate Northport awarded Franchise. In the past Northport allowed multiple entities to operate but the service dynamics and economic limitations caused the additional entity to leave the area.

Northport Fire Rescue (NFR) provides emergency medical first response service when available. NFR provide a variety of responses from basic first responder to advanced life support and rescue services.

In conducting a competitive process for the award of a Franchise for the provision of both ALS and BLS ambulance services Northport, is meeting the mandates of statutory authority and is acting to improve the public health and safety of its citizens.



**Attachment 1 – City of Tuscaloosa Specifications**

**See separate PDF document, incorporated by reference herein.**

## Attachment 2 – City of Northport Specific Modifications and Requirements

In the boxes below are specific wording changes to the City of Tuscaloosa RFP that outline the requirements of Northport. While attempts have been made to fully describe the specific nomenclature changes, proposers should understand the broad descriptions herein refer to Northport and its related entities. For example, unless there is a specific wording change indicated in this Attachment references to “City” shall refer to and mean “City of Northport.” References to “TFR” or the “Fire Chief/designee” for operational or administrative matters shall mean the City Administrator or his/her designee. References to TFR as a response agency shall mean (in Northport) Northport Fire/Rescue.

Proposers will have the opportunity to make any further requests for clarification at the pre-proposer conference outlined herein.

| City RPF Section Number | RFP Page Number | Reference #, Topic or Rationale                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I-D-1                   | 5               | <ol style="list-style-type: none"><li>1. References to electronic data transfer from City Fire Communications are deleted. Data and/or direct transfer of callers shall be from the appropriate City designated communications center. The Franchisee will be responsible to prioritize calls as to acuity level according to protocols approved by the System Medical Director. In addition, when appropriate, all callers will receive emergency medical pre-arrival instructions according to approved protocols. All of the provider’s communications staff members are to be Emergency Medical Dispatch certified.</li></ol> <p>The Northport response time clock start and stop times are defined below at reference #14 and #16</p> |

| City RPF Section Number | RFP Page Number | Reference #, Topic or Rationale                                                                                        |
|-------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------|
| I-E-1                   | 8               | <ol style="list-style-type: none"><li>2. Call volume for 2019 are reported as 2358 EMS requests for service.</li></ol> |

| City RPF Section Number | RFP Page Number | Reference #, Topic or Rationale                                                                                                                                                                                                              |
|-------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| II-E-1                  | 11              | <ol style="list-style-type: none"><li>3. City of Northport Fire Chief Bart Marshall 3500 McFarland Blvd. Northport, AL 35476<br/><a href="mailto:bmarshall@cityofnorthport.org">bmarshall@cityofnorthport.org</a> Glenda Webb City</li></ol> |

|  |  |                                                                    |
|--|--|--------------------------------------------------------------------|
|  |  | Administrator, gwebb@cityofnorthport.org and<br>jfitch@emprize.net |
|--|--|--------------------------------------------------------------------|

| City RPF Section Number | RFP Page Number | Reference #, Topic or Rationale                                                          |
|-------------------------|-----------------|------------------------------------------------------------------------------------------|
| II-E-3/4                | 12-13           | 4. Northport City Hall "Attn: Glenda Webb, City Administrator 3500 McFarland Blvd. 35476 |

| City RPF Section Number | RFP Page Number | Reference #, Topic or Rationale                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| II-F-1                  | 13              | 5. The City of Northport Proposal Response submission may consist of the Providers response to the City of Tuscaloosa's RFP with any modifications that are specific to Northport summarized in an Appendix using the same format as utilized herein (e.g. the section number, page number and explanation of how the Northport proposal is different from the City of Tuscaloosa Proposal provided.) |

| City RPF Section Number | RFP Page Number | Reference #, Topic or Rationale                                                                                                                                                                                                                              |
|-------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| II-G-1                  | 21              | 6. The review panel will be the same used by the City with the Rankings and Recommendation submitted to the Northport Administrator or his/her designee who may consider any pertinent information before making his/her recommendation to the City Council. |

| City RPF Section Number | RFP Page Number | .                                                                          |
|-------------------------|-----------------|----------------------------------------------------------------------------|
| II-B-1.16               | 35              | 7. At end add "and the International Academy of Emergency Dispatch (IAED)" |

| City RPF Section Number | RFP Page Number | Reference #, Topic or Rationale                                                                                                            |
|-------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| IV-H                    | 51              | 8. Separate supervisory coverage is not required for Northport assuming the supervisor can respond to the Northport should the need arise. |

| City RPF Section Number | RFP Page Number | Reference #, Topic or Rationale                                           |
|-------------------------|-----------------|---------------------------------------------------------------------------|
| V-B-2-a                 | 57              | 9. Priority 1 response times shall be 9 minutes/90% throughout Northport. |

| City RPF Section Number | RFP Page Number | Reference #, Topic or Rationale                                                                                                                                                                                                                                  |
|-------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| V-B-2-b                 | 59              | 10. Priority 2 response times shall be 11 minutes/90% throughout Northport. Since an ALS (advanced life support) response is required for Priority 2, the Franchisee has the option to respond "emergency" with red lights and siren (RLS) throughout Northport. |

| City RPF Section Number | RFP Page Number | Reference #, Topic or Rationale                                            |
|-------------------------|-----------------|----------------------------------------------------------------------------|
| V-B-2-c                 | 59              | 11. Priority 3 response times shall be 15 minutes/90% throughout Northport |

| City RPF Section Number | RFP Page Number | Reference #, Topic or Rationale         |
|-------------------------|-----------------|-----------------------------------------|
| V-B-2-e                 | 61              | 12. Figure 1 is replaced as noted below |

| County Priority Level | Northport Compliance | Citywide       |
|-----------------------|----------------------|----------------|
| Priority 1            | 90%                  | 9 min. 0 sec.  |
| Priority 2            | 90%                  | 11 min. 0 sec. |
| Priority 3            | 90%                  | 15 min. 0 sec. |
| Priority 4            | 90%                  | 60 min. 0 sec. |
| Priority 5            | 90%                  | 30 min. 0 sec. |

| City RPF Section Number | RFP Page Number | Reference #, Topic or Rationale                                                                                                                                                                                                                                                                                                                                     |
|-------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| V-B-4-f                 | 62              | 13. For the purposes of the Agreement, Response Times shall be measured from the "time call received" which shall be the moment the Communications Officer at Franchisee's dispatch center has received (either by telephone or computer data link) both sufficient location information to know a response is required and sufficient information to determine the |

|  |  |                                                                                                                                                                 |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | presumptive run priority (MPDS) designation, or sixty (60) seconds after the call is transferred from the City designated Communications, whichever is earlier. |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|

| City RPF Section Number | RFP Page Number | Reference #, Topic or Rationale                                                                                                                                     |
|-------------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| VI-D-1                  | 91              | 14. Billing office presence within the City of Tuscaloosa required, does not require a separate billing office for Northport in addition to the City of Tuscaloosa. |

| City RPF Section Number | RFP Page Number | Reference #, Topic or Rationale                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| V-E-1                   | 77              | 15. Franchisee shall provide a dispatch center and maintain all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency ambulance services made by the Northport designated Communications Center. As soon as a call is determined to be a medical call, the center will pass the call to the Franchisee dispatch center. The Franchisee is responsible to provide Emergency Medical Dispatch call prioritization as to acuity and provide medical pre-arrival instructions in accordance with the Medical Priority Dispatch System and System Medical Director approved standards. |

| City RPF Section Number | RFP Page Number | Reference #, Topic or Rationale                                                                                                                                                   |
|-------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| V-E-4                   | 77              | 16. So long as Franchisee utilizes First Watch with Northport approved measurement triggers within its own CAD there is no requirement for data interface with the Northport CAD. |

| City RPF Section Number | RFP Page Number | Reference #, Topic or Rationale   |
|-------------------------|-----------------|-----------------------------------|
| VI-J                    | 96              | 17. Change \$500,000 to \$100,000 |

End of Northport Attachment 2.

## Christopher Cunningham

---

**From:** Brent Dierking <bdierking@northstar-ems.us>  
**Sent:** Thursday, February 23, 2023 4:18 PM  
**To:** Bart Marshall  
**Subject:** Priority 2 Responses Within the City of Northport

**Importance:** High

Chief Marshall,

Per our conversation yesterday, NorthStar EMS (NEMS) respectfully request permission to respond to Priority 2 calls in the emergency RLS mode.

As you are aware, prior to our current Ambulance Agreement, both Northport Fire & Rescue and NEMS responded to Priority 2 calls in the emergency RLS mode. Our new agreement has NEMS now responding to Priority 2 calls in a nonemergency (no RLS) mode while your department continues to respond in the emergency RLS mode. Therefore, to be consistent in our response to these Priority 2 calls, we too, would like to respond in the same manner. To change our response mode to these request, NEMS would ask for your approval. Once approved, we will change our response criterion accordingly to match that of Northport Fire & Rescue.

Please feel free to contact me should you have any questions regarding our request.

Sincerely,

**Brent H. Dierking**  
Director

**NorthStar** Emergency Medical Services  
**NEMS** Industrial EMS & Fire  
6285 Park South Drive, Suite 200  
Bessemer, Alabama 35022

**Cell Phone:** 205.337.4243  
**E-mail:** [bdierking@northstar-ems.us](mailto:bdierking@northstar-ems.us)  
**Website:** [www.northstar-ems.us](http://www.northstar-ems.us)



*"Dedicated to providing personalized and professional care to our community."*



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

**AGENDA ITEM NO. 9.b.1.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Resolution Authorizing the City Administrator to Execute Change Order Request No. 1 to CivilWorx Construction, LLC for the Levee Repair Project**

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

**Prepared By: Engineering - NB**

**Approved By: Tera Tubbs**

**Summary:**

CivilWorx Construction, LLC has submitted Change Order Request No. 1 requesting an extension of sixty (60) calendar days to complete the Levee Repair project. The Engineering department is requesting that this extension of time be approved by the City Council. Change Order Request No. 1 is attached.

**Recommendation:**

Approval of this request

**Funding Source/GL Code:**

GL Code No. N/A Amount: \$ 0

**Motion for Consideration:**

I move that the City Council authorize the City Administrator to execute Change Order Request No. 1 submitted by CivilWorx Construction, LLC granting a sixty (60) calendar day extension of time to complete the Levee Repair project.

**RESOLUTION NO 23-184**

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE  
CHANGE ORDER REQUEST NO. 1 TO CIVILWORX CONSTRUCTION, LLC FOR  
THE LEVEE REPAIR PROJECT**

**WHEREAS**, CivilWorx Construction, LLC has submitted Change Order Request No. 1 for the Levee Repair project; and,

**WHEREAS**, the change order is requesting a sixty (60) calendar day extension of time to complete the project; and,

**WHEREAS**, the Engineering department is requesting that the City Council authorize the City Administrator to execute Change Order Request No. 1.

**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 Change Order Request No. 1 to CivilWorx Construction, LLC granting a sixty (60) calendar day extension of time to complete the Levee Repair project,
- 2) Upon execution of the agreement by both parties, that a copy of such Change Order Request No. 1 be kept on file by the office of the City Administrator.

**RESOLVED AND DONE THIS 20<sup>th</sup> DAY OF MARCH 2023.**

**CITY COUNCIL OF THE CITY OF NORTHPORT**

**BY:** \_\_\_\_\_  
Jeff Hogg, Its President

**ATTEST:**

\_\_\_\_\_  
Glenda D. Webb  
City Administrator

Reading: March 20, 2023  
Motion By:  
Second By:



## CONTRACT CHANGE ORDER REQUEST

CITY OF NORTHPORT  
OFFICE OF THE CITY ATTORNEY

OWNER: CITY OF NORTHPORT

ARCHITECT/ENGINEER: City of Northport

CONTRACTOR: CivilWorx Construction, LLC

PROJECT: Levee Repair (22.08.01)

CHANGE ORDER REQUEST NO. 1 DATE: 3/8/23

### 1. DESCRIPTION OF CHANGE:

Requesting time extension due to wet weather and inability to get loaded dump trucks to the site without destroying the ingress / egress easement into the site.  
Access is across private property that is maintained by others and can not be destroyed.

2. CHANGE ORDER COSTS: \$0.00

Proposal Attached \_\_\_\_\_ Cost Estimated/Proposal Required

| Item   | Quantity | Material<br>Unit Price | Labor<br>(Hours) | Labor<br>Unit Price | Sub-Total<br>Cost |
|--------|----------|------------------------|------------------|---------------------|-------------------|
| a.     |          |                        |                  |                     |                   |
| b.     |          |                        |                  |                     |                   |
| c.     |          |                        |                  |                     |                   |
| d.     |          |                        |                  |                     |                   |
| e.     |          |                        |                  |                     |                   |
| f.*    |          |                        |                  |                     |                   |
| TOTAL: |          |                        |                  |                     |                   |

\*If more than 6 items, provide attachments.

3. INSTITUTED BY:  
CivilWorx Construction, LLC (Contractor)

4. JUSTIFICATION OF NEED:  
Contract time has run out because of rain events every 3-4 days for the last 8 weeks.

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:

6. COSTS REVIEW:

7. THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:

- ☐ Minor change of a total monetary value less than required for competitive bidding.
- ☐ Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
- ☐ Emergencies arising during the course of work.
- ☐ Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
- ☐ Change of relatively minor terms not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and do not exceed 10% of the Contract Price.

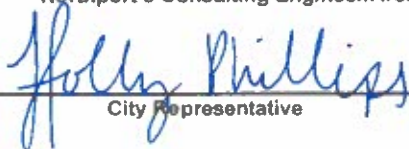
8. EXTENSION OF TIME REQUESTED: Calendar Days: 60 calendar days due to unknown with how the weather will continue to affect access.

RECOMMENDED:

APPROVED:

BY: \_\_\_\_\_  
Northport's Consulting Engineer/Architect

BY:  \_\_\_\_\_  
Contractor

BY:  \_\_\_\_\_  
City Representative

BY: \_\_\_\_\_  
Owner's Legal Advisor

BY: \_\_\_\_\_  
Owner's Authorized Representative



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

**AGENDA ITEM NO. 9.b.2.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Resolution Awarding Bid File 23-05 Furnishing of a Half-Ton Truck**

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

**Prepared By: Allison Martin**

**Approved By: John Webb**

**Summary:**

On February 20, 2023, the Utilities Department for the City of Northport received bids for a half-ton truck.

The department recommends that the Council award Bid File 23-05 to Donohoo Chevrolet, LLC, in the amount of \$45,089.36, for a Chevrolet Silverado 1500, as shown in the attached bid tabulation. This is part of the 2023 Capital budget.

**Recommendation:**

Award Bid File 23-05 to Donohoo Chevrolet, LLC

**Funding Source/GL Code:**

GL Code No. 50-39-600-80000      Amount: \$45,089.36

**Motion for Consideration:**

I move to approve the resolution awarding Bid File 23-05 for Furnishing a Half-Ton Truck to Donohoo Chevrolet, LLC, in the amount of \$45,089.36, and to authorize the City Administrator to execute the necessary documents and requisitions.

**RESOLUTION NO. 23 - \_\_\_\_\_**

**RESOLUTION AWARDING BID FILE 23-05**

**WHEREAS**, on February 28, 2023, the Utilities Department received bids for Bid File 23-05, *Furnishing of a Half-Ton Truck*; and

**WHEREAS**, the department received one bid that met specifications; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Northport, Alabama that the following actions were taken:

- 1) The City Council awards the bid to ***Donohoo Chevrolet, LLC***, being the lowest qualified 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, purchase requisition for a Chevrolet Silverado 1500 from Donohoo Chevrolet, LLC, in the amount of \$45,089.36.

**RESOLVED AND DONE** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY COUNCIL OF THE CITY  
NORTHPORT**

ATTESTED:

\_\_\_\_\_  
Jeff Hogg, Council President

\_\_\_\_\_  
Glenda D. Webb  
City Administrator

Reading: March 20, 2023  
Motion:  
Second:

**EXHIBIT "A"**  
**BID TABULATION**  
**BID FILE NO. 23-05 FURNISHING OF A HALF-TON TRUCK**  
**CITY OF NORTHPORT, ALABAMA**  
 Bids Received: February 28, 2023 @ 2:00 p.m.

| Bidder                | Description (Brand/Make/Model) | Bid Price   | Bid Meet All Specs | Delivery Period |
|-----------------------|--------------------------------|-------------|--------------------|-----------------|
| Dorphae Chevrolet LLC | Chevrolet Silverado 1500       | \$45,089.36 | (Y) / N            | 60 Days         |
|                       |                                |             | Y / N              |                 |
|                       |                                |             | Y / N              |                 |
|                       |                                |             | Y / N              |                 |
|                       |                                |             | Y / N              |                 |
|                       |                                |             | Y / N              |                 |
|                       |                                |             | Y / N              |                 |
|                       |                                |             | Y / N              |                 |
|                       |                                |             | Y / N              |                 |

Kevin Turner

Opened By

[Signature]

Signature

Cynthia Davis

Witnessed By

Signature

2-28-23

Date



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

**AGENDA ITEM NO. 9.b.3.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Resolution Accepting the 2022 Audit Report**

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

**Prepared By: Kelly Homan**

**Approved By: Darren McGee**

**Summary:**

This resolution will accept the 2022 Audit Report as prepared by LeCroy Richardson.

**Recommendation:**

It is recommended that this resolution be approved.

**Funding Source/GL Code:**

GL Code No.      Amount: \$

**Motion for Consideration:**

I move to approve the resolution accepting the 2022 audit report as completed by LeCroy Richardson.

**RESOLUTION NO. 23-**

**RESOLUTION ACCEPTING THE 2022 AUDIT REPORT**

**WHEREAS**, LeCroy Richardson has conducted the 2022 Financial Audit for the City of Northport; and

**WHEREAS**, LeCroy Richardson has presented the 2022 Audit Report to the Northport City Council.

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

1. That the 2022 Audit Report as completed by LeCroy Richardson is hereby accepted by the Northport City Council.

**RESOLVED AND DONE** this 20<sup>st</sup> day of March , 2023.

**CITY COUNCIL OF THE  
CITY OF NORTHPORT**

**BY:** \_\_\_\_\_  
**Jeff Hogg, Its President**

**ATTEST:**

\_\_\_\_\_  
**Glenda Webb**  
**City Administrator-Clerk**

Reading: March 20, 2023  
Motion By:  
Second By:

# **Exhibit “A”**





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

**AGENDA ITEM NO. 9.b.4.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Resolution Authorizing Water Service Outside of City Limits for Property Located at 15050 Rue Road**

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

**Prepared By: Allison Martin**

**Approved By: Ron Davis**

**Summary:**

Mr. Josh Collins has property located at 15050 Rue Road, that cannot presently be annexed into the city because the property is not contiguous. The address is outside of the city limits and also outside of the planning jurisdiction. He is requesting city water service. The Municipal Code allows this with the unanimous consent of the city council. The staff recommends this access be allowed. Per city code, this requires a unanimous vote of the city council. All costs of this connection would be paid by the applicant and not by the City. In addition, we are adding the requirement that if, in the future, the property can be annexed, that the property will be annexed into the city. If the property is not annexed, the City retains the right to terminate water services at that point.

**Recommendation:**

Approve

**Funding Source/GL Code:**

N/A

**Motion for Consideration:**

I move to adopt the resolution authorizing water service outside of the city limits to be provided to Mr. Josh Collins for property located at 15050 Rue Road, pursuant to the conditions in the resolution.

**RESOLUTION NO. 23-**

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS FOR  
PROPERTY LOCATED AT 15050 RUE ROAD**

**WHEREAS**, Mr. Josh Collins, has property located at 15050 Rue Road, and has requested that he be allowed to obtain water from the City of Northport for this property; and

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

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

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

- 1) As allowed by Northport Municipal Code Section 74-237, the City Council hereby unanimously agrees to provide water service to the property located at 15050 Rue Road, Northport, AL, by unanimous vote of the City Council.
- 2) All costs of this connection shall be paid by the applicant and not by the City of Northport.
- 3) The applicant agrees that if at any time this property becomes contiguous to the city limits, that the property will be annexed in the City of Northport. If the applicant or future owner of this property refuses to annex into the city, then the City reserves the right to terminate water services to this property at that time.

**RESOLVED AND DONE THIS \_\_\_\_\_ DAY \_\_\_\_\_ OF, 2023.**

**CITY COUNCIL OF THE  
CITY OF NORTHPORT**

BY: \_\_\_\_\_  
Jeff Hogg, Its President

**ATTEST:**

\_\_\_\_\_  
Glenda D. Webb  
City Administrator

Reading: March 20, 2023  
Motion By:  
Second By:



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

**AGENDA ITEM NO. 9.b.5.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Resolution Awarding Bid File 23-07 Tree Removal Service**

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 Tree Removal Services on March 8, 2023, and Ellison's Tree Service was the only company to submit a bid. The bid was made at an hourly rate and the amount of the winning bid was \$350.00 per hour for a three (3) year term beginning April 3, 2023 and ending April 3, 2026.

**Recommendation:**

Approve Resolution

**Funding Source/GL Code:**

GL Code No. 01-37-310-50307 - Tree Trimming Services Amount: \$ Unknown

**Motion for Consideration:**

**Approval of the Consent Agenda will approve this expense in the amount of \$ Unknown to Ellison's Tree Service.**

**RESOLUTION NO. 23 -**

**RESOLUTION AWARDING THE BID FOR BID FILE NO. 23-07  
TREE REMOVAL SERVICE**

**WHEREAS**, on March 8, 2023, the Department of Public Works received proposals for Bid File No. 23-07, ***Tree Removal Service***; and

**WHEREAS**, Ellison's Tree Service was the lowest bidder that met specifications; and

**WHEREAS**, said bid specified a three (3) year term beginning April 3, 2023 and ending April 3, 2026.

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

1. The City Council awards the bid to Ellison's Tree Service, the bidder meeting specification and having the lowest hourly 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 tree removal services using the hourly rates from said bid file.

**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**

**Exhibit "A"**  
**Bid Tabulation for Bid File No. 23-07**  
**Tree Removal Service**  
**Bids Received: March 8, 2023 at 10:00 a.m.**

[illegible]

Opened By : Tim Falls

Witnessed By: Summer Cockrell



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

**AGENDA ITEM NO. 9.b.6.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Resolution Awarding Bid File 23-08 Williamson Cemetery Ground Maintenance**

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 Furnishing of Grounds Maintenance for Williamson Cemetery on Wednesday, March 8, 2023 and Hudco Irrigation & Landscaping was the lowest bidder. See Exhibit "A". The bid is for a 36-month period beginning March 20, 2023 at \$16,800.00 per year for a total of \$50,400.00.

**Recommendation:**

Approve Resolution

**Funding Source/GL Code:**

GL Code No. 01-40-000-50360 - Maintenance - Williamson Cemetery Amount: \$50,400.00

**Motion for Consideration:**

**Approval of the Consent Agenda will approve this expense in the amount of \$50,400.00 to Hudco Irrigation & Landscaping.**

**RESOLUTION NO 23-\_\_\_\_\_**

**RESOLUTION AWARDING THE BID FOR  
BID FILE NO. 23-08 WILLIAMSON CEMETERY GROUNDS MAINTENANCE**

**WHEREAS**, on March 8, 2023, the Department of Public Works received proposals for Bid File No. 23-08, *Williamson Cemetery Grounds Maintenance*; and,

**WHEREAS**, said bid was for mowing, cutting and general clean-up of Williamson Cemetery

**WHEREAS**, said bid specified a thirty-six (36) month term beginning March 20, 2023, and ending March 20, 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 Williamson Cemetery Grounds Maintenance 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

[illegible]

Witnessed by: Summer Cockrell





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

**AGENDA ITEM NO. 9.b.7.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Resolution Awarding Bid File 23-09 As Needed Drainage Pipe Rehab**

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

**Prepared By: Summer Cockrell**

**Approved By: Brooke Starnes**

**Summary:**

Attached is the bid tabulation "Exhibit A" for Bid File 23-09 :As Needed Drainage Pipe Rehab. The prices from Bid File No. 23-09 will be used for drainage pipe repairs. Once the Council formally awards the bid and reauthorizes the purchase of drainage pipe repairs at the approved bid amount, the Department need only use the approved bid price and obtain the City Administrator's approval.

**Recommendation:**

Approve Resolution

**Funding Source/GL Code:**

GL Code No. 01-37-310-50375 - Miscellaneous Drainage Projects Amount: \$ 250,000.00 (not to exceed).

**Motion for Consideration:**

**Approval of the Consent Agenda will approve this expense in the amount of \$ Unknown to Video Industrial Services.**

**RESOLUTION NO 23-\_\_\_\_\_**

**RESOLUTION AWARDING THE BID FOR  
BID FILE NO. 23-09 AS NEEDED DRAINAGE PIPE REHAB**

**WHEREAS**, on March 8, 2023, the Department of Public Works received proposals for Bid File No. 23-09, *As Needed Drainage Pipe Rehab*; and,

**WHEREAS**, said bid was for unit prices for drainage pipe inspections and repairs,

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

- 1) The City Council awards the bid to Video Industrial Services, the bidder meeting specifications 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 drainage pipe inspections and repairs 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. 23-09**  
**CITY OF NORTHPORT**  
**AS NEEDED DRAINAGE PIPE REHAB**  
**Bid Opening 3/08/2023**  
**at 10:30 A.M.**

**Bidder Video Industrial Services**

| <b>Item #</b> | <b>Description</b>                                          | <b>Unit</b> | <b>Unit Price</b> |
|---------------|-------------------------------------------------------------|-------------|-------------------|
| 1             | Cement Mortar Flowable Backfill, Mix 2                      | CY          | \$385.00          |
| 2             | Video Inspection of Existing Roadway Pipe                   | HR          | \$140.00          |
| 3             | Cleaning Pipe Underdrain Outlets                            | HR          | \$130.00          |
| 4             | Cleaning Existing Drop Inlet                                | HR          | \$130.00          |
| 5             | Cleaning Existing Culverts (Less than or Equal to 48")      | HR          | \$130.00          |
| 6             | Cleaning Existing Pipe (Less than or Equal to 48")          | HR          | \$130.00          |
| 7             | Cleaning Existing Culverts (Greater than 48" Horiz Opening) | HR          | \$140.00          |
| 8             | Cleaning Existing Pipe (Greater than 48")                   | HR          | \$140.00          |
| 9             | 15" Roadway Pipe Rehabilitation                             | LF          | \$205.00          |
| 10            | 18" Roadway Pipe Rehabilitation                             | LF          | \$260.00          |
| 11            | 24" Roadway Pipe Rehabilitation                             | LF          | \$285.00          |
| 12            | 30" Roadway Pipe Rehabilitation                             | LF          | \$315.00          |
| 13            | 36" Roadway Pipe Rehabilitation                             | LF          | \$365.00          |
| 14            | 42" Roadway Pipe Rehabilitation                             | LF          | \$380.00          |
| 15            | 48" Roadway Pipe Rehabilitation                             | LF          | \$395.00          |
| 16            | 54" Roadway Pipe Rehabilitation                             | LF          | \$410.00          |
| 17            | 60" Roadway Pipe Rehabilitation                             | LF          | \$425.00          |
| 18            | 66" Roadway Pipe Rehabilitation                             | LF          | \$235.00          |
| 19            | 72" Roadway Pipe Rehabilitation                             | LF          | \$440.00          |
| 20            | 18" Span x 11" Rise Roadway Pipe Rehabilitation             | LF          | \$210.00          |
| 21            | 22" Span x 14" Rise Roadway Pipe Rehabilitation             | LF          | \$260.00          |
| 22            | 36" Span x 23" Rise Roadway Pipe Rehabilitation             | LF          | \$310.00          |
| 23            | Mobilization                                                | EA          | \$1,100.00        |
| 24            | Emergency Mobilization                                      | EA          | \$1,650.00        |
| 25            | Traffic Control Scheme – Shoulder Closure                   | EA          | \$500.00          |
| 26            | Traffic Control Scheme – Single Lane Closure                | EA          | \$1,250.00        |



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

**AGENDA ITEM NO. 9.b.8.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Resolution Declaring a Bid Law Exemption Pursuant to Alabama Code § 41-16-51(b)(7) and Authorize The City Administrator to Enter Into a Contract with Principle Environmental**

Unfinished Business:

Public Hearing:

**Prepared By: Allison Martin**

New Business:

First Reading:

**Approved By: John Webb**

Consent Agenda:

Second Reading:

**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 routing operation of any sanitary sewer system owned by a municipality. The resolution authorizes the City Administrator to enter into a contract with Principle Environmental, for the purchase of a new rake assembly and pin rack assembly for the barscreen at the Wastewater Treatment Plant headworks.

**Recommendation:**

Approve

**Funding Source/GL Code:**

GL Code No. 50-39-600-81310      Amount: \$65,048.00

**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 Principle Environmental, for the purchase of a new rake assembly and pin rack assembly for the barscreen at the Wastewater Treatment Plant headworks. This is a 2023 Capital project.

**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  
PRINCIPLE ENVIRONMENTAL**

**WHEREAS**, the Utilities Department desires to enter into a contract with Principle Environmental for the purchase of a new rake assembly and pin rack assembly for the barscreen at the Wastewater Treatment Plant headworks; 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 Principle Environmental for the purchase of a new rake assembly and pin rack assembly for the barscreen at the Wastewater Treatment Plant headworks, in the amount of \$65,048.
- 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 20, 2023  
Motion By:  
Second By:



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

**AGENDA ITEM NO. 9.b.9.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Resolution authorizing the City Administrator to Execute a Right-of-Way Use Agreement with West Alabama Food & Wine Festival**

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

**Prepared By: Kim Braughton**

**Approved By: Tera Tubbs**

**Summary:**

The Engineering Department respectfully request that the City Council authorize the City Administrator to execute a Right-of-Way Use Agreement with West Alabama Food & Wine Festival. The 2023 West Alabama Food & Wine Festival is scheduled for Sunday, April 30, 2023 in downtown Northport, with an alternate date of May 7, 2023 in the event of inclement weather. This agreement will allow for the placement of tents, chairs, etc. in the right-of-way for the event set-up. The Right-of-Way Use Agreement is attached.

**Recommendation:**

Approve the resolution.

**Funding Source/GL Code:**

GL Code No. N/A

**Motion for Consideration:**

**I move the adoption of the resolution authorizing the City Administrator to execute a Right-of-Way Use Agreement with West Alabama Food & Wine Festival.**

**RESOLUTION NO. 23 -**

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A RIGHT-OF-WAY  
USE AGREEMENT WITH WEST ALABAMA FOOD & WINE FESTIVAL**

**WHEREAS**, the Engineering Department respectfully requests the City Council authorize the City Administrator to execute a Right-of-Way Use Agreement with West Alabama Food & Wine Festival; and

**WHEREAS**, the Right-of-Way Use Agreement will allow placement of tents, chairs, etc. along Main Avenue in downtown Northport for the 2023 Food & Wine Festival scheduled on April 30, 2023, and the alternate date of May 7, 2023; and

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

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

1. The City Administrator is hereby authorized to execute a Right-of-Way Use Agreement with West Alabama Food & Wine Festival for the event scheduled on April 30, 2023, and the alternate date of May 7, 2023.

**RESOLVED AND DONE THIS 20<sup>th</sup> DAY OF MARCH, 2023.**

**CITY COUNCIL OF THE  
CITY OF NORTHPORT**

---

**Jeff Hogg, Its President**

**ATTESTED:**

---

**Glenda D. Webb, City Administrator**

Reading: March 20, 2023

Motion By:

Second By:

# **EXHIBIT “A”**



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

#### **MUNICIPAL RIGHT OF WAY PERMIT TO WEST ALABAMA FOOD & WINE FESTIVAL**

This agreement for permission made the 20th day of March, 2023, between the City of Northport, a Municipal Corporation, hereinafter referred to as "City" or "Grantor", and West Alabama Food & Wine Festival hereinafter referred to as "Grantee".

The City hereby grants permission to Grantee to use the City's right-of-way for placement of tents, chairs, etc. along Main Avenue in downtown Northport, Alabama between 428 Main Avenue and 318 Main Avenue for the 2023 West Alabama Food & Wine Festival on April 30, 2023, and alternate date of May 7, 2023. The permissions granted pursuant to this permit shall be limited solely to the location and purposes as described above and shall not be construed as a franchise agreement to utilize the public right of way for commercial or business purposes. A depiction of the permitted area attached hereto as Exhibit "A".

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

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

6. Utilities. There may be utilities, such as power, gas, etc., located in the right-of-way. Therefore, the City grants permission to Grantee subject to the rights of any utility companies, franchises, or other utilities, including the City itself, which may now or in the future utilize City of Northport's right-of-way. Grantee shall be responsible for determining the location of all utilities and for any damages to the same as may occur as a result of Grantee's activities. Furthermore, Grantee accepts responsibility for any costs incurred in connection with the repair, maintenance or replacement of any utilities affected by the issuance of this permit.
7. Laws and Regulations. Grantee agrees, to and shall at all times, comply with all applicable federal, state and local laws and regulations.
8. Indemnity. Grantee agrees to be solely responsible for the safety and welfare of its members and those persons participating with them, and for the general public, in or about the permitted area in relation to this permit. Further, Grantee agrees and does hereby forever release, indemnify and hold harmless the City of Northport, its officers, agents and employees, of and from any and all demands, claims, suits, judgments and/or damages of any sort, including, but not limited to, property damage, personal injury and/or death arising out of or in any way related to any activity or conduct pursuant to this permit.
9. No Personal Liability of Public Official. In carrying out any of the provisions hereof in exercising any authority granted by the permit, there will be no personal liability upon any public official.
10. Non-Discrimination. The Grantee shall not discriminate against any person because of race, color, sex, age, disability, religion or national origin, and shall further comply with all pertinent local, state and federal laws and regulations.
11. Non-Assignable. This permit is non-renewable, non-transferable, non-assignable and issued to the Grantee solely for the purpose(s) stated herein. This permit shall not be construed against the party who drafted it.
12. Covenant to Run with Premises. Grantee does hereby agree that the conditions herein imposed upon Grantee shall be as and for a covenant running with the premises and shall be binding on the Grantee until such time as the City terminates this permit or until a new permit is issued to a new or subsequent Grantee. In the event that Grantee seeks to negotiate and or completes the sale or conveyance the property located along Main Avenue in downtown Northport between 428 Main Avenue and 318 Main Avenue, it shall be responsibility of the Grantee to provide notice to any party or entity acquiring title to Main Avenue of the existence of this permit and the responsibilities associated thereto. Until such time as the City either terminates this permit or

issues a new permit to a subsequent Grantee, Grantee shall be responsible and bound by all terms of this permit.

13. MISCELLANEOUS:

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

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

considered as a proceeding at equity or at law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed on this the 20<sup>th</sup> day of March, 2023.

West Alabama Food & Wine Festival

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF NORTHPORT, A Municipal  
Corporation**

By: \_\_\_\_\_

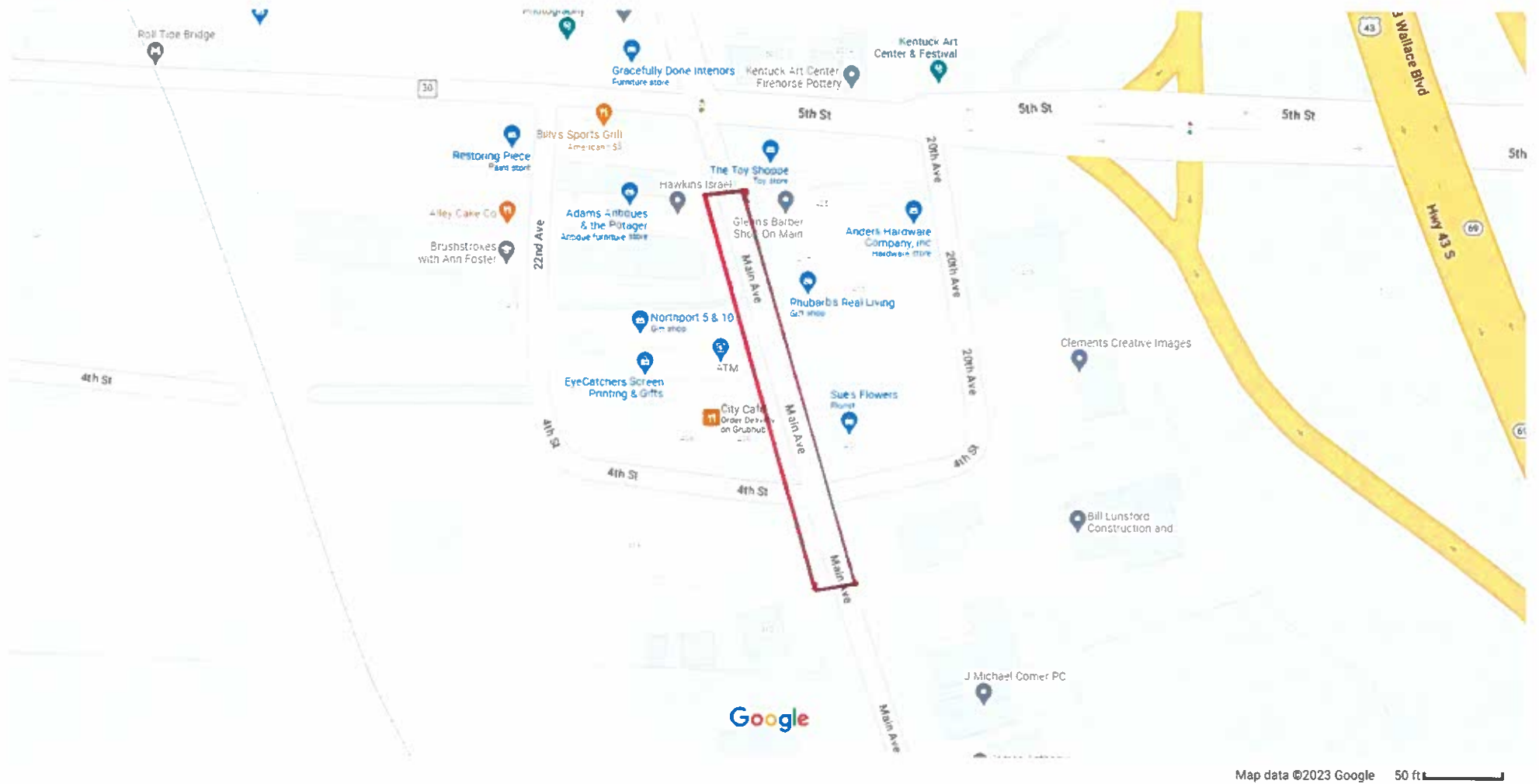
Glenda D. Webb, City Administrator of the  
City of Northport

ATTEST:

\_\_\_\_\_

## EXHIBIT A

Google Maps





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

**AGENDA ITEM NO. 9.b.10.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Resolution Allocating 2023 Northport First Funds**

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

**Prepared By: Kim Braughton**

**Approved By: Darren McGee**

**Summary:**

The attached resolution proposes allocation of the 2023 Northport First Funds. The breakdown of each allocation is attached to the resolution as Exhibit "A".

**Recommendation:**

Approve the resolution.

**Funding Source/GL Code:**

GL Code No. Northport First Funds      Amount: \$5,650,000.00

**Motion for Consideration:**

**I move the adoption of the resolution approving the proposed allocations for the 2023 Northport First Funds.**

**RESOLUTION NO. 23 -**

**RESOLUTION ALLOCATING 2023 NORTHPORT FIRST FUNDS**

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

**WHEREAS**, the budgeted amount of Northport First Funds for Fiscal Year 2023 is \$7.0 million; and

**WHEREAS**, the City wishes to allocate the remaining Northport First Funds as attached hereto in Exhibit "A".

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

1. The City hereby allocates the 2023 Northport First Funds as attached hereto as Exhibit "A".
2. This resolution shall become effective immediately.

**RESOLVED AND DONE THIS 20<sup>th</sup> DAY OF MARCH, 2023.**

**CITY COUNCIL OF THE  
CITY OF NORTHPORT**

---

**Jeff Hogg, Its President**

**ATTESTED:**

---

**Glenda D. Webb, City Administrator**

Reading: March 20, 2023  
Motion By:  
Second By:



# **EXHIBIT “A”**

## Fiscal Year 2023 Northport First Allocation

### CURRENT ALLOCATIONS

| <u>Description</u>        | <u>Cost</u>            |                  |
|---------------------------|------------------------|------------------|
| Reserves                  | \$ 1,000,000.00        | Council 1/23/23  |
| Tuscaloosa County Schools | \$ 350,000.00          | Council 11/21/22 |
| <b>TOTAL</b>              | <b>\$ 1,350,000.00</b> |                  |

### PROPOSED ALLOCATIONS

| <u>Description</u>               | <u>Cost</u>            |                                              |
|----------------------------------|------------------------|----------------------------------------------|
| Property Appraisals/Acquisitions | \$ 250,000.00          | Green Village and Jasmine Drive              |
| Façade Program                   | \$ 400,000.00          |                                              |
| 5th Street Improvements          | \$ 500,000.00          | MPO Match                                    |
| Grant Match                      | \$ 500,000.00          | Various                                      |
| Streetscape Phase II             | \$ 1,500,000.00        | TAP Grant Match and Overrun                  |
| Recreational Facilities          | \$ 2,500,000.00        | Water Park, Sportsplex, Adventure Park costs |
| <b>TOTAL</b>                     | <b>\$ 5,650,000.00</b> |                                              |

|                         |                        |
|-------------------------|------------------------|
| <b>TOTAL ALLOCATION</b> | <b>\$ 7,000,000.00</b> |
|-------------------------|------------------------|

**\*\* Current Northport First budget is \$7,000,000. We anticipate collections to exceed. We would like approval to allocate any additional collections in excess of budget to 5th Street Improvements/MPO match not to exceed \$1,000,000.**



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

**AGENDA ITEM NO. 9.b.11.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Resolution Rescinding Bid Award for Liquid Aluminum Sulfate**

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

**Prepared By: Allison Martin**

**Approved By: John Webb**

**Summary:**

On September 8, 2022, the city council approved Resolution 22-140 awarding Bid File 22-12 for Water & Wastewater Chemicals. The bid for furnishing Liquid Aluminum Sulfate was awarded to Univar. Since that time, Univar has failed to meet the standards that are required per the bid specifications.

The Utilities Department is requesting that the Univar bid be rescinded for the remaining length of the annual bid, which ends September 30, 2023, when the department will rebid.

**Recommendation:**

Approve

**Funding Source/GL Code:**

GL Code No. 50-39-512-50300  
basis

Amount: Department will make purchases on an as needed

**Motion for Consideration:**

I move to approve the resolution rescinding the bid by Univar for furnishing Liquid Aluminum Sulfate for the remainder of the term of the annual bid, ending September 30, 2023.

**RESOLUTION NO. 23-**

**RESOLUTION RESCINDING BID AWARD FOR LIQUID ALUMINUM SULFATE**

**WHEREAS**, the Utilities department bids out chemicals for water and wastewater treatment annually; and

**WHEREAS**, on September 8, 2022 the council passed Resolution 22-140 to award the bid for Liquid Aluminum Sulfate to Univar, who is not meeting the standards that are required per the bid specifications; and

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

- 1) The City Council rescinds the bid award to Univar, for the purchase of Liquid Aluminum Sulfate for the remaining term of the annual bid which ends September 30, 2023.
- 2) The City Administrator is hereby authorized to take all actions and execute all documents needed to rescind the bid award.

**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 20, 2023  
Motion By:  
Second By:



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

**AGENDA ITEM NO. 9.b.12.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Resolution Awarding Bid for Liquid Aluminum Sulfate**

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

**Prepared By: Allison Martin**

**Approved By: John Webb**

**Summary:**

On September 8, 2022, the city council approved Resolution 22-140 awarding Bid File 22-12 for Water & Wastewater Chemicals. The bid for furnishing Liquid Alumunim Sulfate was awarded to Univar. Since that time, Univar has failed to meet the standards that are required per the bid specifications.

The Utilities Department is requesting that the Council award the bid to the next lowest responsible bidder, Southern Ionics, Inc., as seen in the attached "Exhibit A", for the remaining term of the annual bid, that ends September 30, 2023, in which the department will rebid.

**Recommendation:**

Approve

**Funding Source/GL Code:**

GL Code No. 50-39-512-50300  
basis

Amount: Department will make purchases on an as-needed

**Motion for Consideration:**

**I move to approve the resolution awarding the bid for Liquid Aluminum Sulfate, to the next lowest responsible bidder, Southern Ionics, Inc., for the remaining term of the bid ending September 30, 2023.**

**EXHIBIT "A" BID TABULATION FOR BID FILE NO. 22-12 WATER AND WASTEWATER CHEMICALS**

**Bid Received: August 25, 2022 at 9:00 a.m.**

| Bidder               | # 1                     |            |            |
|----------------------|-------------------------|------------|------------|
|                      | Liquid Aluminum Sulfate |            |            |
|                      | \$ PER LB               | \$ PER GAL | \$ PER TON |
| Harcros Chemical     | X                       | X          |            |
| Shannon              | X                       | X          |            |
| Carmuese             | X                       | X          |            |
| Southern Ionics      | X                       | X          | \$415.50   |
| ChemTrade            | X                       | X          | \$596.00   |
| C & S Chemicals      | X                       | X          | \$505.00   |
| Carus                | X                       | X          |            |
| PVS Chemical         | X                       | X          |            |
| Service Chemical     | X                       | X          |            |
| CedarChem            | X                       | X          |            |
| Pencoco              | X                       | X          |            |
| G2O Technologies     | X                       | X          | \$409.75   |
| Univar               | X                       | X          | \$391.71   |
| Lhoist North America | X                       | X          |            |
| Brenntag Mid-South   | X                       | X          |            |

**RESOLUTION NO. 23-**

**RESOLUTION AWARDING BID FOR LIQUID ALUMINUM SULFATE**

**WHEREAS**, on September 8, 2022, the City Council approve Resolution 22-140 for Bid File 22-12, for Water & Wastewater Chemicals; and

**WHEREAS**, the bid for Liquid Aluminum Sulfate was formally awarded to Univar; and

**WHEREAS**, Univar is failing to meet standards that are required per the bid specifications.

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

- 1) The City Council awards the bid to Southern Ionics, Inc., the next lowest responsible bidder, for the remaining term of annual bid which ends September 30, 2023, in which time the department will rebid.
- 2) The City Administrator is hereby authorized to approve, as needed, all purchase requisitions for Liquid Aluminum Sulfate using the unit price from the bid file, "Exhibit A", that is attached.

**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 20, 2023  
Motion By:  
Second By:

# EXHIBIT “A”





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

**AGENDA ITEM NO. 9.c.1.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Minutes, March 6, 2023, Regular Meeting**

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

**Prepared By: Whitney DuBose**

**Approved By: Glenda Webb**

**Summary:**

**Recommendation:**

**Funding Source/GL Code:**

**Motion for Consideration:**

**Approval of the Consent Agenda will approve the minutes from the March 6, 2023 regular Council meeting.**

The regular called Meeting of the Northport City Council convened at **5:30 p.m.** on **Monday, March 06, 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 Pro Tem Bobo, **Second** by Councilman Washington **to approve the agenda for March 6, 2023, Council meeting.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

**Washington offered for a 1st Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1722 29th Avenue.**

**Pro Tem offered for a 1st Reading, Ordinance Amending Table 4-1 and 4-2 of the Zoning Ordinance pertaining to recreational uses in C-6 zone.**

**Councilman Washington offered for a 1st Reading, Rezoning of approximately 1.67 acres located at 3514 14th Street.**

**Motion** by Dykes, **Second** by Washington, **to adopt Resolution 23-37 reappointing Ms. Julia Bush to the Ability Alliance of West Alabama, with Ms. Bush's term expiring November 2028.** Roll call was as follows: Councilwoman Dykes, Yes; Councilman Washington, Yes; Pro Tem bob, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

**Motion** by Washington , **Second** by Hogg , **to adopt Resolution 23-38 authorizing the employment of The Frazer Lanier Company, Inc. as underwriter and Maynard, Cooper & Gale, P.C. as bond counsel with respect to General Obligation Warrants, Series 2023 for the City of Northport.** Roll call was as follows: Councilman Washington, Yes; President Hogg, Yes; Pro Tem Bobo, Yes; and Councilwoman Dykes, Yes. **Motion Carried Unanimously.**

**Motion** by Pro Tem Bobo, **Second** by Councilman Washington, **to adopt Resolution 23-39 allowing final negotiations and award of a contract for vending machines at city facilities to Tuscaloosa Coco-Cola United Bottling Company.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

**Motion** by Pro Tem Bobo, **Second** by Councilman Washington, **to adopt Resolution 23-40 authorizing the City Administrator to execute Amendment No. 1 to Thompson Engineering for the FY 2022 Resurfacing Project.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

**Motion** by Pro Tem Bobo, **Second** by Councilman Washington, **to adopt Resolution 23-41 declaring a bid law exemption pursuant to Alabama Code § 41-16-51 (b) (7),**

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

**Motion by President Hogg, Second by Pro Tem Bobo, to adopt Resolution 23-42 awarding Bid File 23-04, for Buckhead Drainage Way Cleanup to Milligan Outdoor Services, the lowest bidder meeting specifications and authorizing the City Administrator to approve, as needed, all purchase requisitions for Buckhead Drainage Way Cleanup from said bid file. Roll call was as follows: President Hogg, Yes; Pro Tem Bobo, Yes; Councilman Washington, Yes; and Councilwoman Dykes, Yes. Motion Carried Unanimously.**

**Motion by President Hogg, Second by Councilman Washington , to adopt Resolution 23-43 awarding Bid File 23-02 for two Zero Turn Mowers to Tuskaloosa Lawn Equipment, the lowest bidder and meeting all specifications and authorizing the City Administrator to approve, as needed, all purchase requisitions from said bid file. Roll call was as follows: President Hogg, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; and Councilwoman Dykes, Yes. Motion Carried Unanimously.**

**Motion by Councilwoman Dykes, Second by Councilman Washington, to adopt Resolution 23-44 authorizing 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. Roll call was as follows: Councilwoman Dykes, Yes; Councilman Washington, Pro Tem Bobo, Yes; and President Hogg, Yes. Motion Carried Unanimously.**

Motion by Councilman Washington, Second by Councilwoman Dykes, to approve the Consent Agenda for the March 6, 2023, Council Meeting:

1. Minutes, February 20, 2023, Regular Meeting- Ms. Webb
2. Bill Listing- Ms. Webb
3. PO Requisition, SHI, Microsoft Office 365 Licenses with Azure AD, \$89,225.50-Mr. Murphy
4. PO Requisition, CDW-G, RFID Cards and Desktop Computer Readers, \$11,153.75- Mr. Murphy
5. PO Requisition, Traffic Sign, Stalker Radar, \$16,387.00- Chief Burton
6. PO Requisition, Cradlepoints and Sierra Wireless Airlink (7 each), A T &T Mobility, \$7,035.00- Chief Burton
7. PO Requisition, Mini Excavator, Tractor & Equipment Company, \$84,107.96- Mr. Webb
9. PO Requisition, Improvements to the Train Depot, Turner Transformations, \$26,250.00- Ms. Starnes

10. PO Requisition, Grit Bridge, Grit Classifier, and Installation of both at Wastewater Treatment Plant, \$302,020.00- Mr. Webb

11. PO Requisition, Meal Reimbursement, Expenses occurred during Winter Chief's Conference in Montgomery, AL, February 12-16, 2023, Chief Burton, \$36.91- Chief Burton

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

**President Hogg opened the floor for a Public Hearing for Item 11b1.  
No Speakers addressed Mayor and Council for this Public Hearing.  
President Hogg closed the floor for a Public Hearing for Item 11b1.**

**Motion** by Councilman Washington , **Second** by Pro Tem Bobo , **to adopt the Ordinance 2173 authorizing the City Administrator to enter into a Franchise Agreement with Charter Communications.** Roll call was as follows: Councilman Washington, Yes; Pro TEm Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

**President Hogg opened the floor for a Public Hearing for Item 11d1.  
No Speakers addressed Mayor and Council for this Public Hearing.  
President Hogg closed the floor for a Public Hearing for Item 11d1.**

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

City Administrator Webb announced the Bunny Trail kickoff which will take place on March 11 on Main Avenue. This event is sponsored by the City of Northport in partnership with Tuscaloosa One Place.

There was no Departmental Business discussed at this meeting.

## **MAYOR AND COUNCIL MEMBER'S BUSINESS**

**Mayor Hinton,** Mayor Hinton

**Pro Tem Bobo, District 1-** Councilwoman Bobo .

**Councilman Washington, District 2-** Councilman Washington thanked staff for their work on Tiger Field.

**District 3- Vacant**

**Councilwoman Dykes, District 4-** Councilwoman Dykes announced the Bunny Trail kickoff which will take place on Saturday, March 11. She also announced the next

Visioning Screening which will take place on March 27th here at City Hall. She also encouraged citizens to take a few moments to take a few moments and complete the short quiz, [www.northportcompass.com](http://www.northportcompass.com).

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

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

**There being no further business to come before the Council, the meeting was adjourned at 5:50 pm.**



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

**AGENDA ITEM NO. 9.c.2.**  
**MEETING DATE: March 20, 2023**  
**SUBJECT: Bill Listing**

Unfinished Business:  
Public Hearing:  
**Prepared By: Whitney DuBose**

New Business:  
First Reading:

Consent Agenda: X  
Second Reading:

**Approved By: Glenda Webb**

**Summary:**

**Recommendation:**

**Funding Source/GL Code:**

**Motion for Consideration:**

**Approval of the Consent Agenda will approve this bill listing for the March 20, 2023, Council agenda.**



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

**AGENDA ITEM NO. 9.c.3.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Purchase Order Request for Engine 3 Suspension Repairs, \$5,686.52**

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

**Prepared By: Cody Kornegay**

**Approved By: Chief Bart Marshall**

**Summary:**

This is a Purchase Order Request for suspension repairs to Engine 3 for Northport Fire Rescue. Engine 3 is currently out of commission due to a broken leaf spring. The total cost of repair is \$5,686.52 and is to be completed by Sunbelt Fire and the city shop.

**Recommendation:**

Approve this PO Request

**Funding Source/GL Code:**

GL Code No. 01-35-210-50410      Amount: \$5,686.52

**Motion for Consideration:**

**Approval of the Consent Agenda will approve this expense in the amount of \$5,686.52.**



8050 McGowin Dr.  
Fairhope, AL 36532  
(251) 928-9917 • (800) 642-8484  
(251) 928-9933 Fax  
www.sunbeltfire.com

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.  
NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS.  
NO RETURNS AFTER 30 DAYS. 10% RE-STOCK CHARGE ON ALL RETURNED PARTS.

#### DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

| DATE ENTERED | YOUR ORDER NO. | DATE SHIPPED | INVOICE DATE | INVOICE NUMBER |
|--------------|----------------|--------------|--------------|----------------|
| 28 FEB 23    |                | 28 FEB 23    |              | 0963990        |

\*\* QUOTE ONLY-DO NOT PAY!! \*\*

S  
O  
L  
D  
T  
O  
ACCOUNT NO. 4819  
CITY OF NORTHPORT  
PO BOX 569  
NORTHPORT, AL 35476

S  
H  
I  
P  
T  
O  
PAGE 1 OF 1  
CITY OF NORTHPORT GARAGE  
1781 HARPER ROAD  
NORTHPORT, AL 35476

(205) 333-3019

| SHIP VIA                                                                                                                                                                             |     | SLSM. | B/L NO.       | TERMS                          | F.O.B. POINT |            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|---------------|--------------------------------|--------------|------------|
| SEFL                                                                                                                                                                                 |     | AJ    |               | DUE ON RECEIPT                 | FAIRHOPE, AL |            |
| QTY                                                                                                                                                                                  | QTY | B.O.  | PART NO.      | DESCRIPTION                    | LIST         | NET        |
| 2                                                                                                                                                                                    | 2   | 0     | EO637396-001  | SPRG PARABOLIC 17K SUSP        |              | 1912.12    |
| 6                                                                                                                                                                                    | 6   | 0     | EO284963      | PIN SPRG SHACKLE NAV#3511254C1 |              | 53.22      |
| 2                                                                                                                                                                                    | 2   | 0     | EO637394-001  | SHOCK ABSORBER 2242            |              | 244.72     |
| 2                                                                                                                                                                                    | 2   | 0     | EO637395-001  | SPRG AIR AUX SUSP KIT          |              | 95.12      |
| 8                                                                                                                                                                                    | 8   | 0     | MISC90565A340 | HIGH HEX NUT GRD 8 3/4-16      |              | 4.10       |
| 8                                                                                                                                                                                    | 8   | 0     | MISC5185N118  | LOCK WASHER .75 252360         |              | 6.50       |
| 8                                                                                                                                                                                    | 8   | 0     | MISC98026A118 | WASHER .75 STEEL FLAT          |              | 6.25       |
| 4                                                                                                                                                                                    | 4   | 0     | EO657040      | U-BOLT .75UNFX14LG W/8.0 THR   |              | 82.12      |
|                                                                                                                                                                                      |     |       |               | FREIGHT 400.00                 |              |            |
| ***** QUOTE ONLY - DO NOT PAY!*****                                                                                                                                                  |     |       |               |                                |              |            |
| Quotes are valid for 30 days. Due to national supply-chain disruptions and the current pandemic, there may be extended lead-times and prices may vary. These are out of our control. |     |       |               |                                | PARTS        | 5,286.52   |
|                                                                                                                                                                                      |     |       |               |                                | SUBLET       |            |
|                                                                                                                                                                                      |     |       |               |                                | FREIGHT      | 400.00     |
|                                                                                                                                                                                      |     |       |               |                                | SALES TAX    | 0.00       |
| CUSTOMER'S SIGNATURE                                                                                                                                                                 |     |       |               |                                | TOTAL        | \$5,686.52 |
| X                                                                                                                                                                                    |     |       |               |                                |              |            |





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

**AGENDA ITEM NO. 9.c.4.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Purchase Requisition - Half-Ton Truck**

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

**Prepared By: Allison Martin**

**Approved By: John Webb**

**Summary:**

The purchase requisition to Donohoo Chevrolet, LLC., in the amount of \$45,089.36, is for a Chevrolet Silverado 1500 for the Utilities Department. This is part of the 2023 Capital budget.

**Recommendation:**

Approve

**Funding Source/GL Code:**

GL Code No. 50-39-600-80000      Amount: \$45,089.36

**Motion for Consideration:**

**Approval of the Consent Agenda will approve this expense in the amount of \$45,089.36 to Donohoo Chevrolet, LLC.**



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

**AGENDA ITEM NO. 9.c.5.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Purchase Requisition - New Rake Assembly and Pin Rack Assembly for Barscreen at WWTP Headworks**

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

**Prepared By: Allison Martin**

**Approved By: John Webb**

**Summary:**

The attached requisition to Principle Environmental, in the amount of \$65,048.00, is for the purchase of a new rake assembly and pin rack assembly for the barscreen at the Wastewater Treatment Plant headworks. The current barscreen has reached its useful lifespan and it is more cost effective to refurbish the existing barscreen than to purchase a new one. This is part of the 2023 Capital budget.

**Recommendation:**

Approve

**Funding Source/GL Code:**

GL Code No. 50-39-600-81310      Amount: \$65,048.00

**Motion for Consideration:**

**Approval of the Consent Agenda will approve this expense in the amount of \$65,048.00, to Principle Environmental.**

## QUOTATION

|           |            |
|-----------|------------|
| QUOTE NO. | 030823-002 |
| DATE      | 03/08/23   |

Please reference the above Quote Number for all correspondence.

Northport, AL

Luke

lukelanier@principleenvironmental.com

Vulcan Factory Number

5319

|                 |                             |                     |
|-----------------|-----------------------------|---------------------|
| SHIPPING METHOD | PAYMENT TERMS               | ESTIMATED SHIP DATE |
| Best Way        | See Note 1 Below            |                     |
|                 | SHIPPING TERMS              |                     |
|                 | F.O.B. Factory-Prepay & Add |                     |

[illegible]

|                   |             |
|-------------------|-------------|
| SUBTOTAL          | \$60,998.00 |
| Estimated Freight | \$4,050.00  |
| TOTAL             | \$65,048.00 |



General Notes:

1. Payment terms are NET 30 days with approved credit. VISA and MasterCard are also accepted payment methods, however all credit card orders are subject to a 3% processing fee.

2. All orders requiring shop (submittal) drawings are subject to a 35% cancellation fee if order is cancelled after submission of drawings.

3. This quote is valid for 14 days after the above date.

4. No taxes or freight are included in this quotation unless specifically listed above.

5. Ship date shown above does not include transit time. If partial shipments are requested, please notify us at the time of order.

*Ryan Hoffman*

Quoted by:

### Acknowledged



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

**AGENDA ITEM NO. 9.c.6.**

**MEETING DATE: March 20, 2023**

**SUBJECT: Purchase Requisition, AlienVault software renewal, \$17,447.40**

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 AlienVault, Inc. for the USM Anywhere Transition software renewal. This software is a yearly renewal and is used for intrusion detection. Requisition No. 232055.

**Recommendation:**

**Funding Source/GL Code:**

GL Code No. 01-22-000-50111      Amount: \$17,447.40

**Motion for Consideration:**

**Approval of the Consent Agenda will approve this expense in the amount of \$17,447.40 to AlienVault, Inc.**



## SALES ORDER FORM

Created Date: 3/8/2023  
Quote Expiration Date: 3/24/2023

Quote Number: Q-75500

### Contact Information

#### Customer:

Account Name: City of Northport  
Partner:  
Contact Name: Scott Murphy  
Phone: 2054691356

Email: smurphy@cityofnorthport.org  
Fax:

#### Sales Representative:

Prepared By: Cody Cagle  
Email: cc0552@att.com

#### Company

##### Address:

AlienVault, Inc ("AlienVault")  
208 S Akard St  
Dallas, TX, USA 75201  
(214) 666-8510

### Address Information

Bill To Name: City of Northport  
Bill To: **3500 McFarland Blvd**  
**Northport, AL 35476**  
**United States**

Ship To Name: City of Northport  
Ship To: **3500 McFarland Blvd**  
**Northport, AL 35476**  
**United States**

Phone: 2054691356

Customer ID: AV1702-055482

### Line Items

| Product Code   | Product                       | Description                                                                                                                                                                                                                                                                                                                                                                    | Unit Price | Purchase Type | Qty  | Term                        | Discount | Total Price |
|----------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------|------|-----------------------------|----------|-------------|
| ANY-ST-500G.01 | USM Anywhere, Standard, 500GB | USM Anywhere, Standard, 500GB<br>- Monthly subscription license for one (1) USM Anywhere Standard 500GB instance<br>- Includes up to 500GB of raw data ingestion per month<br>- Includes 30 days of searchable event storage<br>- Includes accessible archived storage<br>- Includes AlienVault Labs Threat Intelligence subscription<br>- Includes 10x5 Support & Maintenance | \$1,795.00 | New/Renewal   | 1.00 | 3/26/2023<br>-<br>3/25/2024 | 19%      | \$17,447.40 |

| Product Code | Product                      | Description                                                                                                                                                                                                                                                                                               | Unit Price | Purchase Type | Qty  | Term                        | Discount | Total Price |
|--------------|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------|------|-----------------------------|----------|-------------|
| ANY-SEN-V.01 | USM Anywhere Sensor, Virtual | USM Anywhere Sensor, Virtual<br>- Monthly subscription license for (1) one USM Anywhere Virtual Sensor<br>- Sensor available for AWS, Azure, Google Cloud Platform (GCP), VMware, or Hyper V only<br>- Includes AlienVault Labs Threat Intelligence subscription<br>- Includes 10x5 Support & Maintenance | \$75.00    | New/Renewal   | 6.00 | 3/26/2023<br>-<br>3/25/2024 | 100%     | \$0.00      |

Subtotal: USD 26,940.00  
Discount: 35.24%  
Total Sale: USD 17,447.40

### AlienVault Terms & Conditions

- a. Effective Date.** The effective date of this Sales Order by and among Customer and AlienVault shall be the date upon which Customer executes this Sales Order ("Effective Date").
- b. Start / End Dates.** For new subscriptions, actual Subscription Start and Subscription End dates will be provided via Onboarding Email by AlienVault Fulfillment, for the term specified in this Sales Order. For subscription upgrades, additions, modifications, and/or renewals, Subscription Start and Subscription End are specified in this Sales Order. "Onboarding Email" is an email sent to the Customer contact email address confirming a purchase and containing specific details and information necessary for commencement of purchased service components.
- c. Payment Terms.** Fees for the products and services (the "Fees") are in the indicated currency, must be paid in the same currency, and are exclusive of out-of-pocket expenses. All payment obligations are non-cancelable and Fees paid are non-refundable. Payment options may be credit card, wire/electronic transfer, company check or other pre-arranged payment method. AlienVault may invoice parts of an order separately. Orders are subject to cancellation by AlienVault, at AlienVault's sole discretion. AlienVault is not responsible for pricing, typographical, or other errors, in any quotation or offer and reserves the right to cancel any orders resulting from such errors.
- d. Invoicing.** The Fees for all other products and services purchased under this Sales Order will be invoiced in full upon the Effective Date. For upgrades or modifications to an active subscription previously purchased by Customer, a credit for the remaining subscription term associated with any returned line item (if applicable) will be applied to Customer's account. If applicable, returned Line Items are itemized in the Line Items table hereinabove with the purchase type "Return," and the remaining subscription term, for which a credit will be provided, is the Line Item's identified Term. Customer remains responsible for payment of any amounts associated with the returned line items that have accrued and remain unpaid as of the Subscription Start Date.
- e. Taxes.** Customer understands the Fees are exclusive of any applicable taxes which will be included in Customer invoices. Unless AlienVault is provided with a valid and correct tax exemption certificate applicable to the purchase of products and the ship-to location, Customer shall be responsible for sales and other taxes associated with this Sales Order.
- f. Shipping.** Shipping and handling charges are additional unless otherwise expressly indicated at the time of sale. Customer must notify AlienVault within thirty (30) days of the date of the invoice or acknowledgement if Customer believes any part of the purchase is missing, incorrect, or damaged. Any shipping dates provided by AlienVault are estimates only. All shipping terms are FCA Origin.
- g. Country Specific Availability.** AlienVault products and services are not available for purchase or permitted to be used within the following countries: China, Crimea Region of Ukraine, Cuba, Iran, North Korea, Pakistan, Russia, Sudan, Syria, Turkey, or Vietnam. AlienVault reserves the right to modify this list at any time. Customer shall ensure the products and services purchased through this Sales Order shall not be transferred, directly or indirectly, to any of the countries listed hereinabove.



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

**AGENDA ITEM NO. 9.c.7.**  
**MEETING DATE: March 20, 2023**  
**SUBJECT: Annual NIBIN Payment**

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 the City of Tuscaloosa for the annual NIBIN payment. NIBIN is the National Integrated Ballistic Information Network, an automated ballistic imaging network, that allows firearms examiners to enter cartridge casings into an integrated identification system and correlate images across the database.

**Recommendation:**

That this request be passed.

**Funding Source/GL Code:**

GL Code No. 01-33-000-50516      Amount: \$ 9,017.67

**Motion for Consideration:**

**Approval of the Consent Agenda will approve this expense in the amount of \$9,017.67.**

# Tuscaloosa Police Department

**BILL TO:** Northport Police Department  
Chief of Police Gerald Burton  
3721 26th Ave  
Northport, AL 35473

| DESCRIPTION                              | AMOUNT      |
|------------------------------------------|-------------|
| NIBIN Paymenyt FY23                      | \$ 9,017.67 |
|                                          |             |
|                                          |             |
|                                          |             |
|                                          |             |
| REMIT ADDRESS                            |             |
| Tuscaloosa Police Department             |             |
| Attn: Eric J. Davis                      |             |
| 3801 Officer Trevor S. Phillips Ave      |             |
| Tuscaloosa, AL 35401                     |             |
|                                          |             |
| Make check payable to CITY OF TUSCALOOSA |             |
|                                          |             |
|                                          |             |
|                                          |             |
| SUBTOTAL                                 | \$ 9,017.67 |
| TAX RATE                                 | 0.00%       |
| SALES TAX                                | -           |
| OTHER                                    | -           |
| TOTAL                                    | \$ 9,017.67 |





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

**AGENDA ITEM NO. 9.c.8.**

**MEETING DATE: March 20, 2023**

**SUBJECT: 2023 Dodge Durango, Stivers Chrysler Dodge Jeep Ram, \$46,069.39 (\$39,627.36 will be reimbursed by West Alabama Narcotics Task Force)**

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

**Prepared By: Haley Abbett**

**Approved By: Gerald Burton**

**Summary:**

This request is for the Police Department to purchase a 2023 Dodge Durango Pursuit from Stivers Chrysler Dodge Jeep Ram for a total cost of \$46,069.36. This Durango is for our investigator who is assigned to the West Alabama Narcotics Task Force. West Alabama Narcotics Task Force has agreed to pay the City of Northport for the price of the Durango (\$39,627.36) and the City of Northport will pay for the cost of the emergency package to be installed on the Durango (\$6,442.00).

**Recommendation:**

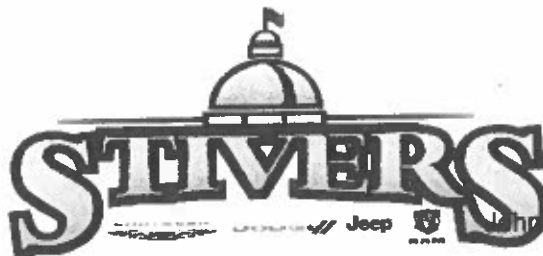
That this request be passed.

**Funding Source/GL Code:**

GL Code No. 01-33-600-80000      Amount: \$46,069.36

**Motion for Consideration:**

**Approval of the Consent Agenda will approve this expense in the amount of \$46,069.36.**



Butch Adkins, Fleet Director  
W 334.391.0701  
C 706.315.7796  
butchadkins57@aol.com

2209 COBBS FORD RD  
PRATTVILLE, AL 36022

John "JC" Bowman, Fleet Assist Manager  
W 334.491.0701  
C 334.315.2979  
jbowman@stiversonline.com

## 2023 Dodge Durango Pursuit (QUOTE)

CONTRACT NUMBER: 220000003243-4 3.6 AWD LINE NUMBER 4  
CONTRACT NUMBER: 220000003243-5 5.7 AWD LINE NUMBER 5

CONTRACT AMOUNT: \$37,195.28

CONTRACT AMOUNT: \$39,627.36

MODEL SERIES WDEE75

PAS Baltic Grey Metallic Clear Coat  
PBU Blu by You Pearl Coat  
PXJ DB Black Clear Coat  
PDN Destroyer Grey Clear Coat  
PHC Ember Pearl Coat  
PR4 Flame Red Clear Coat  
PCA Frostbite Pearl Coat

|       |   |     |
|-------|---|-----|
| \$356 |   | P79 |
| \$505 |   | PCQ |
| \$0   |   | PRV |
| \$356 | X | P82 |
| \$356 |   | PSE |
| \$505 |   | PW7 |
| \$356 |   |     |

Michigan State Police Bl  
Midnight Sky  
Octane Red Pearl Coat  
Ranger Clear Coat  
Silver Metallic Clear Coat  
White Knuckle Clear Coa

|       |
|-------|
| \$505 |
| \$356 |
| \$356 |
| \$505 |
| \$356 |
| \$0   |

### Interior/ Seats

|          |                                      |        |   |
|----------|--------------------------------------|--------|---|
| A7/ -X9  | Cloth Bucket Seats W/Rear Vinyl/Bl:  | \$ 135 | X |
| *C5/ -X9 | Cloth Bucket Seats w/ Shift Insert/B | \$ 0   |   |

### Engine/ Transmisson

ERB 3.6L V624V VVT Engine Upg I w/ESS  
DFT 8-Speed Auto 850RE Trans  
  
ERB 5.7L V8 HEMI MDS VVT Engine  
DFT 8-Speed Auto 8HP70 Trans

X

### ADDITIONAL OPTIONS

|     |                                 |          |   |
|-----|---------------------------------|----------|---|
| ADG | Technology Group                | \$ 2,680 |   |
| ADL | Skid Plate Group                | \$ 330   |   |
| WP1 | 18X8.0 Painted Aluminum Wheels  | \$ 390   | X |
| CKD | Floor Carpet                    | \$ 140   |   |
| CUF | Full Length Floor Console       | \$ 330   | X |
| CUG | Police Floor Console            | \$ 950   |   |
| CW6 | Deactivate Rear Doors/Windows   | \$ 85    |   |
| CW7 | Door/Window Activation Kit      | \$ 115   |   |
| GXA | Entire Fleet Alike Key (FREQ 2) | \$ 160   |   |
| GXE | Entire Fleet Alike Key (FREQ 3) | \$ 160   |   |

|     |                                     |          |                                     |
|-----|-------------------------------------|----------|-------------------------------------|
| GXF | Entire Fleet Alike Key (FREQ 1)     | \$ 160   | <input type="checkbox"/>            |
| GXG | Entire Fleet Alike Key (FREQ 4)     | \$ 160   | <input type="checkbox"/>            |
| JRC | Power Liftgate                      | \$ 440   | <input type="checkbox"/>            |
| LNA | Black Right LED Spot Lamp           | \$ 580   | <input type="checkbox"/>            |
| LNF | Black Left LED Spot Lamp            | \$ 610   | <input type="checkbox"/>            |
| LSA | Security Alarm                      | \$ 170   | <input checked="" type="checkbox"/> |
| MT8 | Delete Liftgate Badge               | \$ 0     | <input type="checkbox"/>            |
| UBN | Uconnect 5 Nav w 10.1" Display (US  | \$ 1,095 | <input type="checkbox"/>            |
| XCS | 4 Additional Key Fobs               | \$ 115   | <input type="checkbox"/>            |
| XDG | Passenger Side Ballistic Door Panel | \$ 2,600 | <input type="checkbox"/>            |
| XDV | Driver Side Ballistic Door Panel    | \$ 2,720 | <input type="checkbox"/>            |
| XPW | Front & Rear Wire Harness           | \$ 1,600 | <input type="checkbox"/>            |

**POLICE LIGHTING PACKAGES- \*Includes Console, Siren, Lightbar, & Controller\***

- LB1 STIVERS PREMIUM LIGHT BAR PACKAGE:** \$4,845 ☐
- (1) Blue/White Valor 51' V-shaped LED Light Bar w/ Left, Right or Full Flood Scene  
 Amber Directional SignalMaster Capability, Integrated Vortex Generators for reduced NVH  
 Pathfinder Siren Controller w/ Multi-function, 4-position Switch, 100/200W, OBD2 capable  
 (1) DynaMax ES, 100-Watt Siren w/ no drill mount  
 Gamber Johnson Console with Cupholder and Armrest  
 Faceplates for Fed Sig PF200 Controller  
 Knockout Face Plate - 3 Switches. 3 Cigarette Receptacles
- ST1 STIVERS INTERNAL (SLICK TOP) LIGHT BAR PACKAGE** \$4,119 ☐
- (2) Blue/Blue SpectraLux Low profile Split Front Headliner LED Light Bar w/ White Flood  
 8-Head Blue/Blue/Amber Rear Headliner No Drill Mounted Lightbar w/SignalMaster  
 Pathfinder Siren Controller w/ Multi-function, 4-position Switch, 100/200W, OBD2 capable  
 (1) DynaMax ES, 100-Watt Siren mounted w/ no drill mount  
 Gamber Johnson Console with Cupholder and Armrest  
 Faceplates for Fed Sig PF200 Controller  
 Knockout Face Plate - 3 Switches. 3 Cigarette Receptacles
- LB2 STIVERS VALUE LIGHT BAR PACKAGE:** \$3,855 ☐
- (1) Blue/White 53" Alegiant Linear Low Profile LED Light Bar w/ White Takedown and Alley,  
 Amber SignalMaster Directional Capability  
 Pathfinder Siren Controller w/ Multi-function, 4-position Switch, 100/200W, OBD2 capable  
 (1) DynaMax ES, 100-Watt Siren mounted w/ no drill mount  
 Gamber Johnson Console with Cupholder and Armrest  
 Faceplates for Fed Sig PF200 Controller  
 Knockout Face Plate - 3 Switches. 3 Cigarette Receptacles
- ST1 STIVERS INTERNAL (SLICK TOP) LIGHT BAR STREET DRESS PACKAGE** \$ 3,606 ☒
- REQUIRES FULL LENGTH CONSOLE**

(2) Blue/Blue SpectraLux Low profile Split Front Headliner LED Light Bar w/ White Flood  
 8-Head Blue/Blue/Amber Rear Headliner No Drill Mounted Lightbar w/SignalMaster  
 Handheld Pathfinder Siren / LightBar Controller  
 (1) DynaMax ES, 100-Watt Siren mounted w/ no drill mount

|     |                                                                                                                                                                                                                                                                                                                   |         |                                     |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------------------------------|
| SL1 | <b>Stivers Base Lighting Package:</b> (10) total elements installed                                                                                                                                                                                                                                               | \$1,455 | <input checked="" type="checkbox"/> |
|     | Four White LED Strobes (1) in Corner of each Headlamp and Tail Lamp Assembly,<br>Four Blue Micro Pulse 3-head Ultra LED Strobes (2) In front Grille and (2) by License Tag<br>Rear Quarter Window Panel: (1) Blue 3-head LED Strobe on LH/RH sides,<br>Corner LEDs (w/ in-line flasher) 2 front and 2 rear bumper |         |                                     |
| LED | 4 Corner LED waring Strobes (White, Red, Blue, or Amber)<br>Dual Color Available (White/Red, White/Blue, White/Amber, Red/Blue)                                                                                                                                                                                   | \$695   | <input type="checkbox"/>            |

#### CONSOLE & WIRING

|     |                                                                                       |       |                          |
|-----|---------------------------------------------------------------------------------------|-------|--------------------------|
| PF2 | Pathfinder Siren Controller w/ Multi-function, 4-position Switch, 100/200W, OBD2 capa | \$945 | <input type="checkbox"/> |
| FS6 | PF200 Series Handheld Controller, 100/200W, OBD2 capable                              | \$985 | <input type="checkbox"/> |
| FLS | Free Standing Rigid Computer Mount, Passenger Seat frame with Universal Cradle        | \$690 | <input type="checkbox"/> |
| GUN | Dual AR-15/870 Gun Rack with Hot Switch Release- Floor or Partition Mount             | \$675 | <input type="checkbox"/> |

#### PRISONER CONTAINMENT & K9

|     |                                                                                            |         |                          |
|-----|--------------------------------------------------------------------------------------------|---------|--------------------------|
| PK1 | Partition w/ Kick Plate - between Front & Rear Seat                                        | \$1,259 | <input type="checkbox"/> |
| PK2 | Rear Cargo Cage - Mesh                                                                     | \$959   | <input type="checkbox"/> |
| PK3 | Rear Partition w/ Prisoner Plastic Rear Bio Seat and OS Safety Belts                       | \$1,485 | <input type="checkbox"/> |
| RDA | Rear Window Barriers - 2nd row only                                                        | \$425   | <input type="checkbox"/> |
| K9A | K9 Containment System - Full 2nd Row Occupancy                                             | \$3,900 | <input type="checkbox"/> |
| K9U | Ultimate K9 package 2/3rds Kennel with 1/3rd prisoner compartment                          | \$6,200 | <input type="checkbox"/> |
|     | Includes: Rear storage Drawers, K9 Bailout, Cooling Fan, Officer Pager, and Monitor System |         |                          |

#### PUSH BUMPER & PIT BARS

|     |                                                                                   |         |                          |
|-----|-----------------------------------------------------------------------------------|---------|--------------------------|
| PB1 | Push Bumper -W (2) 6-Head Single Color Side maker Strobes                         | \$875   | <input type="checkbox"/> |
| PB2 | Push Bumper & Pit Bars -W (2) 6-Head Single Color Side maker Strobes              | \$1,350 | <input type="checkbox"/> |
| PB3 | Push Bumper, Pit Bars, and Headlamp Loops -W (2) 6-Head Single Color Front Strobe | \$1,800 | <input type="checkbox"/> |
| FLD | 30" High Intensity LED Lightbar -bumper or brush guard mounted                    | \$675   | <input type="checkbox"/> |
| ESC | Siren Speaker - 100 watt (mounted inside Grille w/ bracket)                       | \$395   | <input type="checkbox"/> |
| RMB | Rumbler Dual Speaker Deep Tone Siren and Amplifier                                | \$975   | <input type="checkbox"/> |

#### RADAR & RADIO

|     |                                              |         |                          |
|-----|----------------------------------------------|---------|--------------------------|
| S2R | Stalker 2 Dual Radar- with wireless remote   | \$2,450 | <input type="checkbox"/> |
| PT3 | MPH Python III Dual Radar with cabled remote | \$1,915 | <input type="checkbox"/> |

**\*\* Upfit price subject to change**

**TOTAL PRICE -EACH**

**\$46,069.36**

**TERMS:**

**PAYMENT DUE AT TIME OF DELIVERY**

**SIGNATURE/ DATE:**

BUTCH ADKINS 03/09/2023

**ORGANIZATION**

**PURCHASE ORDER NUMBER:**

**Quantity:**

1



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

**AGENDA ITEM NO. 11.c.1.**

**MEETING DATE: March 20, 2023**

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

Unfinished Business:  
Public Hearing: X

New Business:  
First Reading:

Consent Agenda:  
Second Reading: X

**Prepared By: Morgan Williams**

**Approved By: Julie Ramm**

**Summary:**

The Chief Building Official has found that the structure located at 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 move to approve this 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 29<sup>th</sup> 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 29<sup>th</sup> 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 **20<sup>th</sup>** day of **March 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 29<sup>th</sup> 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 29<sup>th</sup> Avenue**  
OWNER: **Gary Grant**

PROPERTY MAINTANANCE CODE

|                                         |                    |
|-----------------------------------------|--------------------|
| Main Dwelling                           | 301                |
| Accessory Structure                     | 302.7              |
| <b>Foundations:</b>                     | 304.1.1/304.5      |
| <b>X</b> Foundation Wall Damaged        |                    |
| Foundation Piers Damaged                |                    |
| <b>X</b> Footings Damaged               |                    |
| <b>Sill Plates</b>                      | 304.1.1(7)         |
| <b>X</b> Foundation Sill Rotted         |                    |
| <b>Floor Joist</b>                      | 304.1.1(9)         |
| Floor Joist Sagging                     |                    |
| <b>X</b> Floor Joist Rotted             |                    |
| <b>Exterior Wall</b>                    | 304.1.1(10)/304.6  |
| <b>X</b> Weather Boarding Rotted        |                    |
| <b>X</b> Bearing Wall Sagging           |                    |
| <b>X</b> Bearing Wall Rotted            |                    |
| <b>Interior Floors Ceiling</b>          | 305/305.1.1/305.3  |
| Flooring Rotted/Cracks/Holes            |                    |
| <b>X</b> Ceiling Rotted/Cracks/Holes    |                    |
| <b>Roof</b>                             | 304.1.1(8)         |
| <b>X</b> Rafters Sagging                |                    |
| <b>X</b> Rafters Rotted                 |                    |
| <b>X</b> Roof Decking Rotted            |                    |
| <b>X</b> Eaves Rotted                   |                    |
| <b>Windows</b>                          | 304.13.1           |
| <b>X</b> Windows Rotted                 |                    |
| Glazing Broken in Windows               |                    |
| <b>Stairs</b>                           | 304.1.1(12)/304.10 |
| Stairway Component Structurally Unsound |                    |
| <b>Electrical Wiring</b>                | 604/605            |
| <b>X</b> Wiring system unsafe           |                    |
| <b>Sanitation Requirements</b>          | 308.1/501/505/506  |
| No Potable Water                        |                    |
| <b>X</b> 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 29<sup>th</sup> 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 March, 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 29<sup>th</sup> 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 20<sup>th</sup> day of March, 2023.

CITY COUNCIL OF THE CITY OF  
NORTHPORT

BY: \_\_\_\_\_  
Jeff Hogg, Its President

ATTEST:

\_\_\_\_\_  
Glenda Webb, City Administrator-Clerk

**APPROVED** this the 20<sup>th</sup> day of March, 2023

\_\_\_\_\_  
Dr. John Hinton, Mayor

I hereby certify that the above and foregoing Ordinance was published on March 29, 2023, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

\_\_\_\_\_  
Glenda Webb.  
City Administrator-Clerk

1st Reading: March 06, 2023  
Motion: Washington  
2nd Reading: March 20, 2023  
Motion By:  
Second By:  
Publication: March 29, 2023

**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 29<sup>th</sup> 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 29<sup>th</sup> 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

1<sup>st</sup> Reading:

By:

2<sup>nd</sup> Reading:

Motion By:

Second By:





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

**AGENDA ITEM NO. 11.c.2.**

**MEETING DATE: March 20, 2023**

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

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

**Prepared By: Morgan Williams**

**Approved By: Julie Ramm**

**Summary:**

The City of Northport 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:**

I move to adopt the Ordinance amending Table 4-1 and 4-2 of the Zoning Ordinance pertaining to recreational uses in C-6 zone.

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

| USE<br>CATEGORY                        | ZONING DISTRICTS |    |    |    |     |     |     |     |     |     |     |      |
|----------------------------------------|------------------|----|----|----|-----|-----|-----|-----|-----|-----|-----|------|
|                                        | SDS              | AG | RS | RM | O-I | C-2 | C-3 | C-6 | M-1 | M-2 | REC | DTR* |
| <b><i>Agricultural Uses:</i></b>       |                  |    |    |    |     |     |     |     |     |     |     |      |
| Agricultural/Farming                   |                  | P  |    |    |     |     |     |     |     |     |     |      |
| Forestry                               | x                | P  |    |    |     |     |     |     |     |     |     |      |
|                                        |                  |    |    |    |     |     |     |     |     |     |     |      |
|                                        | SDS              | AG | RS | RM | O-I | C-2 | C-3 | C-6 | M-1 | M-2 |     | DTR* |
| <b><i>Agricultural Support :</i></b>   |                  |    |    |    |     |     |     |     |     |     |     |      |
| 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* |
| <b><i>Nurseries:</i></b>               |                  |    |    |    |     |     |     |     |     |     |     |      |
| 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* |
| <b><i>Residential Uses:</i></b>        |                  |    |    |    |     |     |     |     |     |     |     |      |
| 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* |
| <b><i>Institutional Uses:</i></b>      |                  |    |    |    |     |     |     |     |     |     |     |      |
| 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<br>CATEGORY                                                | ZONING DISTRICTS |    |    |    |     |     |     |     |     |     |     |      |
|----------------------------------------------------------------|------------------|----|----|----|-----|-----|-----|-----|-----|-----|-----|------|
|                                                                | SDS              | AG | RS | RM | O-I | C-2 | C-3 | C-6 | M-1 | M-2 | REC | DTR* |
| <b><i>Office Uses:</i></b>                                     |                  |    |    |    |     |     |     |     |     |     |     |      |
| 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* |
| <b><i>Commercial &amp; Entertainment Uses:</i></b>             |                  |    |    |    |     |     |     |     |     |     |     |      |
| 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<br>(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 <sup>1</sup>                           |                  |    |    |    |     |     |     | 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 <sup>1</sup> |                  |    |    |    |     |     |     | P   |     |     |     |      |
| Medical Cannabis Dispensing Site                               |                  |    |    |    |     |     |     | P   |     |     |     |      |

<sup>1</sup>Ordinance 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<br>CATEGORY                                   | ZONING DISTRICTS |    |    |    |     |     |     |     |     |     |     |      |
|---------------------------------------------------|------------------|----|----|----|-----|-----|-----|-----|-----|-----|-----|------|
|                                                   | SDS              | AG | RS | RM | O-I | C-2 | C-3 | C-6 | M-1 | M-2 | REC | DTR* |
| <b><i>Road Service Uses</i></b>                   |                  |    |    |    |     |     |     |     |     |     |     |      |
| 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* |
| <b><i>Shopping Center</i></b>                     |                  |    |    |    |     |     |     |     |     |     |     |      |
| Regional Shopping Ctr.<br>500,000+ sf. Floor area |                  |    |    |    |     |     | P   | P   |     |     |     |      |
| Neighborhood Shopping<br>Ctr.                     | x                |    |    |    |     | P   | P   | P   |     |     |     |      |
|                                                   |                  |    |    |    |     |     |     |     |     |     |     |      |
|                                                   | SDS              | AG | RS | RM | O-I | C-2 | C-3 | C-6 | M-1 | M-2 |     | DTR* |
| <b><i>Commercial Support:</i></b>                 |                  |    |    |    |     |     |     |     |     |     |     |      |
| Bottling plant/bakery                             | x                |    |    |    |     |     |     | P   | P   | P   |     |      |
| Contractor storage yard                           | x                |    |    |    |     |     |     | C   | P   | P   |     |      |
| Printing/publishing                               | x                |    |    |    |     |     |     | P   | P   | P   |     |      |
| Recycled materials<br>collection/storage          | x                |    |    |    |     |     |     | C   | P   | P   |     |      |
| Sales/minor storage of<br>gaseous fuels           | x                |    |    |    |     |     |     | P   | P   | P   |     |      |
| Sales/repair of heavy<br>equipment                |                  |    |    |    |     |     |     | C   | P   | P   |     |      |
| Veterinary Office/kennel<br>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<br>CATEGORY                          | ZONING DISTRICTS |    |    |    |     |     |     |     |     |     |     |      |
|------------------------------------------|------------------|----|----|----|-----|-----|-----|-----|-----|-----|-----|------|
|                                          | SDS              | AG | RS | RM | O-I | C-2 | C-3 | C-6 | M-1 | M-2 | REC | DTR* |
| <b>Commercial Recreation<br/>Uses</b>    | x                |    |    |    |     |     |     |     |     |     |     |      |
| Miniature Golf/driving<br>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* |
| <b>Recreational Rental<br/>Dwellings</b> | 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* |
|                                          |                  |    |    |    |     |     |     |     |     |     |     |      |
| <b>Recreational Uses:</b>                |                  |    |    |    |     |     |     |     |     |     |     |      |
| 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* |
| <b>Public Service Uses:</b>              |                  |    |    |    |     |     |     |     |     |     |     |      |
| 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<br>garage        |                  | C  |    |    |     | C   | C   | P   | P   | P   |     |      |
|                                          |                  |    |    |    |     |     |     |     |     |     |     |      |
|                                          |                  |    |    |    |     |     |     |     |     |     |     |      |

| USE<br>CATEGORY                        | ZONING DISTRICTS |    |    |    |     |     |     |     |     |     |     |      |
|----------------------------------------|------------------|----|----|----|-----|-----|-----|-----|-----|-----|-----|------|
|                                        | SDS              | AG | RS | RM | O-I | C-2 | C-3 | C-6 | M-1 | M-2 | REC | DTR* |
| <b><i>Industrial Uses:</i></b>         |                  |    |    |    |     |     |     |     |     |     |     |      |
| 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)***

**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 6<sup>th</sup> day of March, 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 20<sup>th</sup> day of March, 2023.

\_\_\_\_\_  
Dr. John Hinton, Mayor

I hereby certify that the above and foregoing Ordinance was published March 29, 2023, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.



---

Glenda D. Webb, City Administrator

1st Reading: March 6, 2023  
Motion: Bobo  
2nd Reading: March 20, 2023  
Motion By:  
Second By:  
Publication: March 29, 2023