

NORTHPORT CITY COUNCIL MEETING
MONDAY, APRIL 17, 2023
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

1. 2nd Reading, Ordinance Declaring 2023 "Back-to-School" Sales Tax Holiday - Darren McGee

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

1. 1st Reading, Ordinance Authorizing the Issuance of General Obligation Warrant Series 2023 - Glenda Webb
2. 1st Reading, Permanent Resolution Authorizing Acquisition of Property by Condemnation Proceedings for Highway 82 Pump Station and Gravity Main Project - Ron Davis

b. Resolutions of a Temporary Nature

1. Resolution Authorizing Acceptance of the Hasson Community Center from Academics in Motion, Inc. - Ron Davis
2. Resolution Authorizing the Lease of the Hasson Community Center to the Boys and Girls Club of West Alabama - Ron Davis
3. Resolution Authorizing No-Cost Lease of Property from DCH for a Community Recreation Area - Ron Davis
4. Resolution Authorizing the City Administrator to Maintain the Annual Contract with Motorola Solutions for Maintenance of the Public Safety Radio Communications System - Gerald Burton
5. Resolution Authorizing the City Administrator to Maintain The Annual Contract with Vertiv Corporation for Battery Services at Martin Spur and Lake Lurleen Tower Sites - Gerald Burton
6. Resolution Awarding the Contract to Price Construction Company, Inc. for the Downtown Streetscape Improvements - Phase II - Tera Tubbs
7. Resolution Authorizing Water Service Outside of City Limits for Property Located at 12753 Bone Camp Road - Ron Davis
8. Resolution Authorizing the City Administrator to Execute a Contract with Southeast Appraisals for As Needed, As Requested Appraisal Services - Tera Tubbs
9. Resolution Authorizing the City Administrator to Execute a Contract with Dirt Coaster Consulting, LLC for Consulting Services and Master Plan for the Adventure Park - Tera Tubbs
10. Resolution Allocating Funds from the sale of Public Works Equipment into the Capital Budget - Brooke Starnes
11. Resolution ALDOT Cooperative Maintenance Agreement of Public Right-of-Way - Brooke Starnes
12. Resolution authorizing the City Administrator to negotiate offer(s) for properties located on 9th Street/Bridge Avenue to facilitate relocation of City Facilities - Glenda Webb

13. Resolution Awarding the Contract for the Rice Mine Road Storm Drainage Structure Improvements to One Call Services of Alabama, LLC - Tera Tubbs
14. Resolution Authorizing the City Administrator to Execute the Master Services Agreement with TTL, Inc. for the Warrior Sports and Recreation Complex Projects - Tera Tubbs
15. Resolution Awarding Bid For Water Treatment Plant Building Envelope Remediation and Repairs - John Webb

c. Consent Agenda

1. Minutes, Regular Council Meeting, April 3, 2023 - Glenda Webb
2. Bill Listing - Glenda Webb
3. PO Requisition, Outsourced Legal Services, M. Virginia Buck, \$17,300.00 - Ron Davis
4. PO Requisition, Meal Reimbursement, Hayden Studdard, \$139.78 - Gerald Burton
5. PO Requisition, Metro Jail Bill January - March 2023, Tuscaloosa County Commission, \$46,777.50 - Gerald Burton
6. PO Requisition, Martin Spur Radio Tower Repair Air Conditioner Replacement, P&C Solutions, \$23,328.56 - Gerald Burton
7. PO Requisition, Meal Reimbursement, Tim Brown, \$11.52 - Gerald Burton
8. PO Requisition, AT&T Mobility, Absolute Mobile Solutions Software Renewal, \$7,700.00 - Scott Murphy
9. PO Requisition, Public Works Kubota Excavator - \$111,706.75 - Brooke Starnes
10. PO Requisition for re-keying City Hall - \$22,992.00 - Brooke Starnes
11. PO Request for Repairs of the Front Bay Door at Fire Station #3, \$5865.00 - Chief Bart Marshall
12. PO Requisition, Financial Software Renewal, Tyler Technologies, \$40,249.33
- Darren McGee
13. PO Requisition, Carrier Frame for Return Sludge Pump at WWTP, Morrow Water Technologies, \$5,144.28 - John Webb
14. PO Requisition - Public Works Employees T-shirts and Hoodies, \$9016.00 -
15. PO Requisition, J & J Telephone, Inc. - Phone System Repairs - \$16,159.00 - Scott Murphy

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

- a. Engineering
- b. Legal Department
- c. Planning Inspections Department
 1. Second Reading, Ordinance for annexation of approximately 3.56 acres located at 8320 Charlie Shirley Road, zoned for RS-1 - Julie Ramm
- d. Police Department

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. ADJOURNMENT



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

AGENDA ITEM NO. 8.a.1.

MEETING DATE: April 17, 2023

SUBJECT: 2nd Reading, Ordinance Declaring 2023 "Back-to-School" Sales Tax Holiday

Unfinished Business: X

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading: X

Prepared By: Whitney Bostick

Approved By: Darren McGee

Summary:

This ordinance would provide a "Back-to-School" Sales Tax Holiday beginning at 12:01 a.m. on Friday, July 21, 2023, and ending at twelve midnight on Sunday, July 23, 2023. The "Back-to-School" Sales Tax Holiday would exempt covered items from sales and use tax for these dates.

Recommendation:

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

Funding Source/GL Code:

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

Motion for Consideration:

ORDINANCE NO. _____

**AN ORDINANCE ALLOWING THE CITY OF NORTHPORT
TO EXEMPT CERTAIN “COVERED ITEMS” FROM THE MUNICIPAL
SALES AND USE TAX DURING THE THIRD FULL WEEKEND OF JULY
2023 AS AUTHORIZED BY ACT 2006-574, AS AMENDED BY ACT 2017-120, GENERALLY
REFERRED TO AS THE STATE “BACK-TO-SCHOOL” SALES TAX HOLIDAY
LEGISLATION.**

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

(a) In conformity with the provisions of Act 2006-574, enacted by the Alabama Legislature during the 2006 Regular Session, providing for a State Sales Tax Holiday, and as amended by Act 2017-120, the City of Northport exempts “covered items” from municipal sales and use taxes during the same period, beginning at 12:01 a.m. on the third Friday in July 2023 (July 21, 2023) and ending at twelve midnight the following Sunday (July 23, 2023).

(b) This section shall be subject to all terms, conditions, definitions, time periods, and rules as provided by Act 2006-574 and by Act 2017-120, except that the time period shall only be as specified in subsection (a) and not for all years thereafter.

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

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

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

ORDAINED THIS THE __ DAY OF _____, 2023.

CITY COUNCIL OF THE
CITY OF NORTHPORT, ALABAMA

BY: _____
Jeff Hogg, Its President

ATTEST:

City Administrator/City Clerk

APPROVED this the __ day of _____, 2023.

John Hinton, Mayor

I hereby certify that the above and foregoing Ordinance was published in The Northport Gazette on the _____ day of _____, 2023.

City Administrator/City Clerk

1st Reading: April 3, 2023
Motion:
2nd Reading: April 17, 2023
Motion By:
Second By:
Published:



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

AGENDA ITEM NO. 9.a.1.

MEETING DATE: April 17, 2023

SUBJECT: 1st Reading, Ordinance Authorizing the Issuance of General Obligation Warrant Series 2023

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Glenda Webb

Summary:

This Ordinance authorizes the issuance of \$45,720,000.00 in General Obligation Warrants, Series 2023. It is respectfully requested that the rules be suspended, and this Ordinance be considered for adoption at the April 17, 2023 Council Meeting. In order to consider this ordinance for adoption, the rules must be suspended by unanimous vote of the Council.

Recommendation:

Suspended the rules for the attached Ordinance to be considered for adoption tonight.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt the Ordinance authorizing the Issuance of \$45,720,000.00 General Obligation Warrants, Series 2023.

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

CERTIFICATE OF CITY ADMINISTRATOR

April 25, 2023

Re: General Obligation Warrants, Series 2023

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting City Administrator of the City of Northport, Alabama (the "Municipality"); (2) as the City Administrator of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the attached pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the Municipality duly held on April 17, 2023, the original of which is on file and of record in the minute book of the City Council in my custody; and (4) the Ordinance set forth in such excerpts is a complete, verbatim and compared copy of such Ordinance as introduced and adopted by the City Council on such date and is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Recorder of the Minutes of the Municipality and have affixed the official seal of the Municipality on the above date.

City Administrator of the City of Northport, Alabama

SEAL

**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF NORTHPORT, ALABAMA**

City of Northport, Alabama

**\$45,720,000
General Obligation
Warrants
Series 2023**

The City Council of the City of Northport, Alabama met in regular public session at City Hall in the City of Northport, Alabama, at 5:30 p.m. on April 17, 2023.

The meeting was called to order by the Council President and the roll was called with the following results:

Present: Jeff Hogg, Council President, District 5
 Christy Bobo, Council President Pro Tempore, District 1
 Woodrow Washington, District 2
 Karl Wiggins, District 3
 Jamie Dykes, District 4

Absent: _____

* * *

The Council President stated that a quorum was present and that the meeting was open for the transaction of business.

* * *

Thereupon, the following Ordinance was introduced in writing by the Council President and considered by the City:

ORDINANCE NO.

April 17, 2023

CITY OF NORTHPORT, ALABAMA

\$45,720,000
General Obligation Warrants
Series 2023

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE ISSUANCE, AND MAKING PROVISION FOR
THE PAYMENT, OF \$45,720,000
GENERAL OBLIGATION WARRANTS, SERIES 2023

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTHPORT, ALABAMA, as follows:

ARTICLE I

Definition of Terms

Amendment 772 means Amendment 772 to the Constitution of Alabama of 1901, as amended, which has been recodified as Section 94.01 of the Constitution of Alabama of 2022.

Applicable Law means the applicable provisions of all constitutions, statutes, rules, regulations, orders, judgments, and decrees of any Governmental Authority.

Auditor means a Person (i) who is a certified public accountant regularly engaged in the auditing of financial records and who is not employed full time by the City or (ii) who is regularly employed by the Alabama Department of Examiners of Public Accounts.

Authorized City Representative means the Mayor, the City Administrator, the Finance Director of the City, and any officer of the City authorized to act as “Authorized City Representative” for purposes of this Ordinance and so identified by the City to the Paying Agent in writing.

Authorized Denomination means the amount of \$5,000 and any integral multiple thereof.

Authorized Investments means any investment, obligation, or security at any time permitted by the laws of the State of Alabama for the investment or security of municipal funds or county funds, as such terms are defined in Section 11-81-21 of the Code of Alabama 1975 (or any successor provision of law), including without limitation (i) U.S Government Obligations or a trust or fund consisting of U.S. Government Obligations and (ii) U.S. dollar denominated deposit accounts and certificates of deposit with banks or savings associations which are qualified public depositories under Chapter 14A of Title 41 of the Code of Alabama 1975 (or any successor provision of law).

Authorized Purpose Costs means, collectively:

(a) all issuance costs (as described in Treas. Reg. Section 1.150-1(b)) with respect to the Warrants;
and

(b) all costs of acquisition, construction and installation of the Series 2023 Capital Improvements, including without limitation fees for architectural, engineering, environmental studies and surveys, geotechnical, surveying and title examination and correction services; labor materials, and transportation costs, expenses incurred in the enforcement of remedies against contractors, suppliers, sureties and vendors; payment to the City for any of such costs, expenses or fees paid by the City from the general revenues thereof (to the extent permitted by Treas. Reg. Section 1.150-2, if applicable); and payment of the principal of and interest on any indebtedness incurred by the City for payment of any of such costs, expenses or fees.

Beneficial Owner means the owner of a beneficial interest in a Warrant held pursuant to a Book-Entry System.

Bond Counsel means a Person (i) licensed to practice law in the State of Alabama and (ii) having experience with respect to obligations issued by the State of Alabama, and by or on behalf of political subdivisions of the State of Alabama, as “tax-exempt obligations” within the meaning of the Code.

Book-Entry System means a book-entry only system of evidence of purchase and transfer of beneficial ownership interests in the Warrants.

Business Day means a day, other than a Saturday or a Sunday, on which commercial banking institutions are open for business in the state where the Principal Office of the Paying Agent is located and a day on which the payment system of the Federal Reserve System is operational.

City means the City of Northport, Alabama.

Code means the Internal Revenue Code of 1986, as amended.

Continuing Disclosure Agreement means the Continuing Disclosure Agreement dated the Date of Initial Delivery by the City in favor of the Owners.

Date of Initial Delivery means April 25, 2023.

Defeasance Fund means an independent and irrevocable account or fund established by the City pursuant to Section 9.04(b) for the benefit of any Warrant or Warrants.

Direct Participant or **Direct Participants** means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions which have access to the Book-Entry System.

Disclosure Dissemination Agent means Digital Assurance Certification L.L.C.

Disclosure Dissemination Agent Agreement means that certain Disclosure Dissemination Agent Agreement dated the Date of Initial Delivery between the County and Disclosure Dissemination Agent.

Electronic Means means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Paying Agent as available for use in connection with its services hereunder.

Finance Director means (i) the Finance Director of the City and (ii) any successor to the duties and functions thereof.

Fiscal Year means the period beginning on October 1 of one calendar year and ending on September 30 of the next succeeding calendar year or such other Fiscal Year as may be adopted by the City.

Fully Discharged means, for any Warrant, that: (i) such Warrant has been cancelled by the Paying Agent (or delivered to the Paying Agent for cancellation) pursuant to Section 4.04; or (ii) such Warrant is alleged to have been destroyed, lost or stolen and shall have been replaced pursuant to Section 8.02; or (iii) the City shall have established a Defeasance Fund for such Warrant pursuant to Section 9.04; or (iv) the Paying Agent shall hold amounts sufficient for the payment in full of the principal of, premium (if any) and interest on such Warrant pursuant to Section 9.05.

Governing Law means, collectively:

- (a) Section 11-47-2 of the Code of Alabama 1975, with respect to the issuance of the Warrants; and
- (b) Article 1 of Chapter 81 of Title 11 of the Code of Alabama 1975, with respect to the accomplishment of the Governmental Purposes;
- (c) Amendment 772; and
- (c) The other applicable provisions of the Constitution of Alabama of 2022, and the laws of the State of Alabama.

Governmental Authority means any agency, authority, board, branch, bureau, commission, court, department, division, instrumentality, tribunal or other entity or organization of the State or the United States of America and of competent jurisdiction.

Governmental Purposes means the acquisition, construction and installation of the Series 2023 Capital Improvements.

Indirect Participant or Indirect Participants means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions for which the Securities Depository holds Warrants as securities depository through a Direct Participant.

Net Warrant Proceeds means the net proceeds received from the sale of the Warrants of \$47,141,710.40, being the principal amount thereof (\$45,720,000.00), plus net original issue premium of \$1,787,470.40 and less underwriting discount of \$365,760.00.

Official Statement means the Official Statement dated the date of delivery with respect to the Warrants delivered by the City in compliance with 17 CFR Section 240.15c2-12.

Ordinance means this Ordinance as originally adopted and as it may from time to time be supplemented, modified or amended.

Outstanding means, with respect to any Warrant on any date of determination, that such Warrant shall have been authenticated and delivered under this Ordinance and shall not have been Fully Discharged.

Owner when used with respect to any Warrant means the Person in whose name such Warrant is registered in the Warrant Register, including without limitation the Securities Depository or Securities Depository Nominee with respect to any Warrant held under the Book-Entry System.

Paying Agent means (i) Regions Bank and the successors and assigns thereof, and (ii) any successor designated as depository, paying agent and registrar pursuant to this Ordinance.

Person means and includes any individual, corporation, general or limited partnership, limited liability company or partnership, joint venture, association, trust, unincorporated organization and any Governmental Authority.

Preliminary Official Statement means the Preliminary Official Statement dated the date of delivery with respect to the Warrants delivered by the City in compliance with 17 CFR Section 240.15c2-12.

Principal Office of the Paying Agent means the designated office of the Paying Agent for purposes of this Ordinance, or such other office as shall be designated by the Paying Agent by written notice to the City and (i) the Securities Depository if the Book-Entry System is in effect, or (ii) to the Owners of the Warrants if the Book-Entry System is not in effect.

Proceeds Fund means the fund established pursuant to Section 3.05.

Record Date means the fifteenth day of a calendar month (whether or not a Business Day) next preceding any Stated Interest Payment Date.

Securities Depository means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and the successors and assigns thereof, and any substitute securities depository therefor that maintains a Book-Entry System for the Warrants.

Securities Depository Nominee means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the Warrant Register the Warrants to be delivered to such Securities Depository during a period in which the Warrants are held pursuant to the Book-Entry System.

Series 2023 Capital Improvements means the acquisition, construction and installation of Capital Improvements within the corporate limits of the City, including, without limitation, (i) capital improvements and renovations to Kentuck Park, (ii) capital improvements relating to an adventure park along Rose Boulevard, and (iii) capital improvements relating to a water sports recreation park on McFarland Boulevard, subject to the reserved right of the City to apply some or all of the Net Warrant Proceeds to the acquisition of any additional or other property in compliance with Section 3.06 and the applicable provisions of the Code.

Stated Interest Payment Date means each April 1 and October 1.

Tax Certificate and Agreement means that certain Tax Certificate and Agreement delivered by the City with respect to the Warrants.

Taxable means, with respect to any Warrant, interest on such Warrant is includible in the gross income of the Owner thereof for purposes of federal income taxation; provided, however, interest on any Warrant shall not be deemed “Taxable” if interest on such Warrant is includible in any calculation of income for purposes of an alternative minimum tax or any other type of taxation other than the regular federal tax imposed on income.

Transaction Documents means, collectively, the following documents:

- (a) Continuing Disclosure Agreement;
- (b) Disclosure Dissemination Agent Agreement;
- (c) Tax Certificate and Agreement; and
- (d) Warrant Purchase Agreement.

Underwriter means The Frazer Lanier Company, Incorporated.

U.S. Government Obligations means direct general obligations of the United States of America or any obligations on which the payment of the principal thereof and interest thereon are unconditionally guaranteed by the United States of America.

Warrant means any warrant authenticated and delivered pursuant to this Ordinance.

Warrant Fund means the fund established pursuant to Section 9.03.

Warrant Purchase Agreement means Award Letter dated the date of delivery by the City to the Underwriter.

Warrant Register shall have the meaning assigned in Section 4.03(a).

Warrant Registrar means the Paying Agent appointed as Warrant Registrar pursuant to Section 12.01.

ARTICLE 2

Determinations and Representations

The City certifies, represents and warrants that:

- (a) the issuance of the Warrants for the Governmental Purposes at a price equal to the Net Warrant Proceeds is in the best interests of the taxpayers and citizens of the City;
- (b) the City has adopted this Ordinance and authorized the issuance of the Warrants by proceedings duly had and taken pursuant to the Governing Law in due time, form and manner as required thereby;
- (c)
 - (1) the long-term indebtedness of the City is set forth in the Preliminary Official Statement and the Official Statement;
 - (2) subsequent to the dates as of which the City provided information with respect to the indebtedness thereof for purposes of the Preliminary Official Statement and the Official Statement, the City has not incurred any direct, indirect or contingent indebtedness which is material in amount or duration except short-term or temporary indebtedness incurred in the ordinary course of business;
 - (3) the City is not in default with respect to any indebtedness or obligation of the City;
- (d) no proceedings with respect to the City have ever been taken pursuant to Chapter 9 of Title 11 of the United States Code or Section 11-81-3 of the Code of Alabama 1975 or any similar federal or state law with respect to creditors' rights;
- (e) the Preliminary Official Statement and the Official Statement are correct and do not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;
- (f) the period of usefulness of the Series 2023 Capital Improvements will extend beyond the final maturity date of the Warrants;
- (g) the expenditure of the Net Warrant Proceeds for the Governmental Purposes will serve a valid and sufficient public purpose notwithstanding any incidental benefit accruing to any private entity or entities;
- (h)
 - (1) On April 5, 2023, the City published in *The Northport Gazette*, which newspaper is in circulation in the City, the notice required by Amendment No. 772(c)(2), a true and correct copy of which notice is set forth as follows:

**LEGAL NOTICE
OF
PROPOSED GENERAL OBLIGATION WARRANTS FOR ECONOMIC
DEVELOPMENT BY THE CITY OF NORTHPORT, ALABAMA**

Notice is hereby given that the City Council (the "City Council") of the City of Northport, Alabama (the "City") will meet in public session at 5:30 p.m. on Monday, April 17, 2023, in the Council Chambers in City Hall at 3500 McFarland Boulevard in the City of Northport, Alabama for the purpose of considering the transaction of business that may properly come before the City Council, such business to include, but not be limited to, the consideration by the City Council of an ordinance (the "Ordinance") authorizing the issuance of the City's General Obligation Warrants, Series 2023 (the "Warrants"), proposed to be issued in an aggregate principal amount of \$45,720,000 and for a term not exceeding 30 years.

The City proposes to use the proceeds of the Warrants, if issued, to finance the acquisition, construction and installation of capital improvements within the corporate limits of the City, including, without limitation, (i) capital improvements and renovations to Kentuck Park, (ii) capital improvements relating to an adventure park along Rose Boulevard, and (iii) capital improvements relating to a water sports recreation park on McFarland Boulevard, all of which are subject to the reserved right of the City to apply some or all of the Net Warrant Proceeds to the acquisition of any additional or other property in compliance with Section 3.06 of the Ordinance and the applicable provisions of the Code (the "Series 2023 Improvements"). If approved, the Warrants will be issued pursuant to the Constitution and laws of the State of Alabama, including, without limitation, Section 94.01 of the Constitution of Alabama of 2022 (formerly codified as Amendment No. 772 to the Constitution of Alabama of 1901, as amended).

The Warrants shall constitute general obligations of the City, for which the City's full faith and credit will be pledged.

The City has determined that the economic base of the City and the prosperity and welfare of its citizens will be advanced if the Series 2023 Improvements are developed, resulting in new retail, commercial and employment opportunities for and in the City and an increase of the City's tax base and revenues.

The persons and business organizations to whom or for whose benefit the City proposes to lend its credit or grant public funds or thing of value are those persons and business organizations that shall particularly benefit from the development of the Series 2023 Improvements.

All interested persons may examine and review the Warrants, the Ordinance, and all relevant documents pursuant to which the Warrants are to be issued and secured, and make copies thereof at their personal expense, at the offices of the City Council during normal business hours, before and after the meeting referenced herein. Further information concerning the information in this notice can be obtained from the City Administrator at the offices thereof during normal business hours.

- (2) The information set forth in said notice is true and correct.

ARTICLE 3

Authorization of Warrants, Transaction Documents and Official Statement

Section 3.01 The Warrants

(a) General.

(1) The City authorizes the issuance of a series of warrants designated “General Obligation Warrants, Series 2023” in an aggregate principal amount of \$45,720,000 pursuant to the Governing Law and this Ordinance to provide for the Governmental Purposes.

(2) The Warrants shall be delivered and issued in certificated form as a single Warrant for each stated maturity thereof in integral multiples of an Authorized Denomination and numbered consecutively in order of such stated maturity.

(3) (i) The Warrants shall be initially held pursuant to a Book-Entry System administered by the Securities Depository.

(ii) On the date of delivery of the Warrants, the certificated Warrant for each stated maturity thereof shall be registered in the name of the Securities Depository Nominee and delivered to, and held in the custody of, the Securities Depository or the Paying Agent in accordance with the procedures and rules of the Securities Depository therefor.

(b) Form of Warrants.

The Warrants shall be issued to the Owners in the form set forth therefor on Exhibit A (with such changes thereto as shall be required by Applicable Law on the date of delivery thereof).

(c) Maturity of Principal; Interest Rates.

The principal of the Warrants (i) shall mature on April 1 in the years and principal amounts set forth below, and (ii) shall bear interest at the respective per annum rates of interest set forth below for the principal amount set opposite each such rate, payable in arrears on each Stated Interest Payment Date and on each date fixed pursuant to this Ordinance for the payment of principal of the Warrants upon redemption (in whole or in part) thereof:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2024	\$840,000	5.000%
2025	740,000	5.000
2026	780,000	5.000
2027	815,000	5.000
2028	860,000	5.000
2029	900,000	5.000
2030	945,000	5.000
2031	995,000	5.000
2032	1,045,000	5.000
2033	1,095,000	5.000
2034 ^[1]	1,150,000	5.000
2035 ^[1]	1,205,000	5.000
2036 ^[1]	1,270,000	5.000
2037 ^[1]	1,330,000	5.000
2038 ^[1]	1,400,000	5.000
2039 ^[1]	1,465,000	5.000
2040 ^[1]	1,540,000	5.000
2041 ^[1]	1,620,000	5.000
2043 ^{[1][2]}	3,465,000	4.000
2048 ^{[1][2]}	9,985,000	4.200
2053 ^{[1][2]}	12,275,000	4.250

[1] Warrants subject to optional redemption as provided therein.

[2] Warrants subject to mandatory redemption as provided therein.

Section 3.02 Accrual of Interest on Warrants

The principal amount of each Warrant shall accrue interest at the respective per annum rate of interest thereof determined on the basis of a 360-day year of 12 consecutive 30-day months for the period beginning on (and including) the date of delivery of and payment for such Warrant and continuing thereafter until (but not including) the date on which the principal of such Warrant is paid in full and retired; provided, however, that, anything in this Ordinance to the contrary notwithstanding, interest on the outstanding principal amount of any Warrant will cease to accrue from and after the stated maturity date of such Warrant, or the date specified for redemption (in whole or in part) in advance of maturity of such Warrant, if and to the extent that on any such date the Paying Agent holds in trust pursuant to Section 9.05 funds in an aggregate amount sufficient to pay in full the principal of and interest on such Warrant becoming due and payable on such date.

Section 3.03 Delivery of Warrants and Transaction Documents

The City authorizes and directs the Mayor, the City Administrator, and the Finance Director to effect delivery on the Date of Initial Delivery:

- (1) to the Paying Agent, the Warrants, a certified copy of this Ordinance, and the Transaction Documents to which the Paying Agent is a party signatory thereto; and
- (2) to, or as directed by, the Underwriter, the Preliminary Official Statement, the Official Statement and the certificates, documents and proceedings required pursuant to the Warrant Purchase Agreement.

Section 3.04 Application of Net Warrant Proceeds

The Net Warrant Proceeds shall be deposited on the date of issuance of the Warrants in the Proceeds Fund and applied as provided therefor.

Section 3.05 Proceeds Fund

(a) For the payment of Authorized Purpose Costs the City hereby establishes a special fund to be held by the Paying Agent designated the "Proceeds Fund" (the "Proceeds Fund").

(b) The City shall deposit in the Proceeds Fund the amount of Net Warrant Proceeds specified therefor in Section 3.04 and invest the amounts on deposit in the Proceeds Fund in Authorized Investments pending application thereof for Authorized Purpose Costs.

(c) The City shall apply the amounts on deposit in the Proceeds Fund to the payment of the Authorized Purpose Costs in accordance with the provisions of the Tax Certificate and Agreement.

(d) (1) The Paying Agent shall disburse the amounts on deposit in the Proceeds Fund only upon receipt thereby of a Proceeds Fund Requisition in form set forth on Exhibit B appropriately completed and executed by an Authorized City Representative.

(2) The City agrees the Paying Agent shall have no liability for the application or use of any amounts in the Proceeds Fund if disbursed pursuant to the provisions of this Section and with actual knowledge that such disbursement constitutes an illegal or unauthorized use of public funds.

(e) All amounts on deposit in the Proceeds Fund after the City shall have determined that the Governmental Purposes for which the Proceeds Fund was created shall have been accomplished or completed shall be applied to the payment of the principal amount of the Warrants on the then next succeeding principal payment dates therefor.

Section 3.06 Amendment of Series 2023 Capital Improvements

The City may apply any portion of the Net Warrant Proceeds for the acquisition, construction or installation of any property not included within, or described as part of, the Series 2023 Capital Improvements, if prior thereto: (a) the governing body of the City adopts an ordinance in which the City describes the property to be so acquired, constructed or installed and authorizes the use of Net Warrant Proceeds for such purpose, and (b) the City delivers to the Finance Director an Opinion of Bond Counsel to the effect the use of Net Warrant Proceeds to acquire, construct, or install such property is authorized by the Governing Law and will not cause the interest on the Warrants to be Taxable.

Section 3.07 Approval and Authorization of Transaction Documents

(a) The City (i) approves and authorizes the Transaction Documents and (ii) authorizes and directs the Mayor, Finance Director and City Administrator of the City to execute and attest, in the name and under seal of the City, the Transaction Documents with such changes thereto as shall not increase or extend any pecuniary liability of the City thereunder and as such officers shall conclusively approve by execution thereof.

Section 3.08 Approval of Preliminary Official Statement and Official Statement

The City approves, authorizes and ratifies the content of the Preliminary Official Statement and the Official Statement, the execution thereof by the Mayor, and the distribution thereof by the Underwriter on behalf of the City.

Section 3.09 General Authorization and Ratification

(a) The City authorizes and directs the Mayor, the Finance Director and the City Administrator of the City to take all actions, and to execute, deliver, file and record all certificates, documents, instruments and notices as are required by Bond Counsel, Governing Law, or the Warrant Purchase Agreement to effect the issuance of the Warrants and the purposes of this Ordinance.

(b) The City ratifies and confirms:

(i) the execution, delivery and performance of the Warrant Purchase Agreement; and

(ii) all actions taken, and all certifications and representations made, by any officer of the City in connection with, or in furtherance of, the actions and transactions authorized and approved by this Ordinance.

ARTICLE 4

Execution, Authentication, Registration and Cancellation of Warrants

Section 4.01 Execution of Warrants

(a) The City authorizes and directs the Mayor and City Administrator of the City to execute, seal and attest, and the Finance Director to register as a claim against the City, the Warrants presented for issuance and delivery pursuant to this Ordinance on each of the following dates:

- (1) the date of initial issuance of a Warrant;
- (2) the date of partial redemption of a Warrant pursuant to Article 7;
- (3) the date of transfer, exchange or replacement of a Warrant pursuant to Article 8.

(b) The City will treat as valid for all purposes of this Ordinance each Warrant executed by the individual who on the date of such execution thereof validly holds and exercises the office of Mayor of the City without regard to whether at any time prior to, or after, the date of delivery of such Warrant such individual shall have ceased to hold and exercise such office.

Section 4.02 Authentication of Warrants

The Paying Agent will, by duly authorized officer thereof, authenticate, register and deliver all executed Warrants delivered to the Paying Agent by the City for such purpose under this Ordinance in accordance with (i) the written instructions of the City with respect thereto and (ii) the procedures and rules of the Securities Depository to the extent applicable thereto.

Section 4.03 Registration of Warrants

(a) The City shall cause to be kept at the Principal Office of the Paying Agent a register (the "Warrant Register") in which the City shall provide for the registration of Warrants.

(b) The City will register the ownership of each of the Warrants on the Warrant Register in the name of the Person who shall have acquired such Warrant.

Section 4.04 Cancellation of Surrendered Warrants

All Warrants surrendered for payment, redemption, transfer, exchange or replacement shall be promptly cancelled and destroyed by the Paying Agent.

ARTICLE 5

Determination of Ownership of Warrants

(a) The ownership of a Warrant shall be proven by the Warrant Register for all purposes of this Ordinance.

(b) The City and the Paying Agent shall treat the Person in whose name any Warrant is registered as the owner of such Warrant for the purpose of receiving payment of principal of and interest on such Warrant and for all other purposes of this Ordinance, and, to the extent permitted by Applicable Law, neither the City or the Paying Agent shall be affected by notice to the contrary.

(c) (1) During a period in which the Warrants are held pursuant to a Book-Entry System, the City and the Paying Agent shall treat the Securities Depository or the Securities Depository Nominee as the only Owner of the Warrants for all purposes of this Ordinance.

(2) In the event the Securities Depository or the Securities Depository Nominee assigns its rights to consent or vote under this Ordinance to any Direct Participant or Indirect Participant, the City, the Paying Agent and the Developer shall treat such assignee or assignees as the only Owner or Owners of the Warrants for the purpose of exercising such rights so assigned.

ARTICLE 6

Operation of Ordinance for Warrants Held in Book-Entry System

The City and the Paying Agent will administer and construe the provisions of this Ordinance to effect full compliance with the procedures and rules of the Securities Depository with respect to all Warrants held pursuant to a Book-Entry System, including without limitation:

- (a) payment and redemption (in whole or in part) of Warrants;
- (b) transfers of beneficial interests in Warrants;
- (c) delivery of notices pursuant to this Ordinance;
- (d) grant of consent or waiver with respect to any action or inaction.

ARTICLE 7

Redemption of Warrants

Section 7.01 Optional Redemption of Warrants; Conditional Redemption; Defeasance Fund

(a) (1) The City may redeem all, or less than all, of the Warrants upon written notice designating the order, aggregate principal amount (determined on the basis of the smallest Authorized Denominations so that the principal amount of any Warrant which remains Outstanding after such redemption shall be an integral multiple of an Authorized Denomination), and stated principal payment dates of the Warrants subject to redemption to the Paying Agent by such date in advance of the proposed date of redemption as shall enable the Paying Agent to comply with the provisions of this Ordinance with respect thereto. The Paying Agent, or the Securities Depository if applicable, shall determine by fair and appropriate method the principal amount of Warrants to be redeemed within a maturity.

(2) The Owner of any Warrant which shall have been called for partial redemption must, on the date of redemption, surrender such Warrant to the Paying Agent with endorsement for transfer thereon, or with a written instrument of transfer acceptable to the Paying Agent, executed by such Owner or the attorney thereof authorized in writing therefor, whereupon without service charge the City will execute, and the Paying Agent will authenticate, register and deliver to, or as directed in writing by, such Owner a new Warrant of like tenor and the same series, dated the date of redemption, and in a principal amount in Authorized Denominations equal to, and in exchange for, the unredeemed portion of the principal of the Warrant so surrendered.

(b) Anything in this Ordinance to the contrary notwithstanding, the City may provide for the optional redemption of any Warrant (or portion thereof) contingent upon specified conditions, such as deposit of funds necessary for such redemption or the occurrence of specified events. If the conditions for such redemption are not satisfied prior to the proposed date of redemption, such Warrant shall not be subject to redemption on such date and the City shall not be required to redeem such Warrant (or portion thereof) subject to such conditional redemption. The City shall return any Warrants surrendered on the specified date of redemption to the Owners of such Warrants. The failure of the City to redeem any Warrant called for conditional redemption as provided in this Section shall not constitute a default by the City in payment of the principal of or interest on such Warrant.

(c) The City shall establish a Defeasance Fund for all Warrants (or portions thereof) called for optional redemption.

Section 7.02 Notice of Redemption of Warrants

(a) The Paying Agent will give notice of redemption, in the name and at the expense of the City, to the Owner of each Warrant, all or a portion of the principal of which is to be redeemed, not less than 30 days prior to the proposed date of redemption by United States registered or certified mail (first class, postage prepaid) or, if the Securities Depository or Securities Depository Nominee is the Owner, at the times and in the manner as provided in the applicable rules and procedures of the Securities Depository, at the address of such Owner appearing in the Warrant Register; provided, however, any Owner may waive the requirement of notice as to the redemption of the Warrant or Warrants thereof. The Paying Agent and the City are not required to give notice of redemption to any Beneficial Owner.

(b) All notices of redemption shall state (i) the Warrants to be redeemed; (ii) the date of redemption; (iii) the redemption price; (iv) whether such redemption is mandatory or optional; (v) the principal amount of Warrants to be redeemed, and, if less than all Warrants then Outstanding are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Warrants to be redeemed; (vi) that on the date of redemption the redemption price of each of the Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date; (vii) to the extent required for Warrants in certificated form, the place or places where the Warrants to be redeemed are to be presented and surrendered for payment of the redemption price; and (viii) if applicable, the terms upon which any optional redemption is contingent upon specified conditions.

(c) The City and the Paying Agent shall, to the extent practical under the circumstances, comply with the standards set forth in Securities and Exchange Commission's Exchange Act Release No. 23856 regarding redemption notices, provided that their failure to do so shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in this Section.

Section 7.03 Payment of Redemption Price of Warrants

In the manner and as provided in this Ordinance for the payment of the Warrants:

(1) the City shall pay the redemption price of all Warrants (or portions thereof) called for optional redemption solely from the Defeasance Fund established therefor on the date specified for redemption thereof; and

(2) the City shall pay the redemption price of all Warrants called for mandatory redemption solely from the Warrant Fund on the date specified for redemption thereof.

ARTICLE 8

Transfer, Exchange and Replacement of Warrants

Section 8.01 Transfer and Exchange of Warrants

(a) The Owner of any Warrant may transfer such Warrant by surrender of such Warrant to the Paying Agent with endorsement for transfer thereon, or with a written instrument of transfer acceptable to the Paying Agent, executed by such Owner or the attorney thereof authorized in writing therefor and by payment in advance in immediately available funds of all expenses and governmental charges of the City and the Paying Agent in connection with such transfer, whereupon the City will execute, and the Paying Agent will authenticate, register and deliver to such transferee as directed in writing by such Owner a new Warrant of like tenor and the same series, dated the date of transfer, and in a principal amount in Authorized Denominations equal to the outstanding principal amount of the Warrant so surrendered.

(b) The Owner of any Warrant in a principal amount in excess of the smallest Authorized Denomination may surrender the same in exchange for more than one Warrant, each in a principal amount which is an integral multiple of an Authorized Denomination, having the same year of maturity as the Warrant so surrendered and the same aggregate principal amount. The Owner of two or more Warrants having the same principal maturity may surrender the same in exchange for a single Warrant in the aggregate principal amount of the Warrants so surrendered.

(c) The Paying Agent is not required to transfer or exchange any Warrant during the period beginning on a Record Date and ending on the then next succeeding Stated Interest Payment Date, and in the event that any Warrant (or any part thereof) is duly called for optional redemption (in whole or in part), the Paying Agent is not required to register or transfer any such Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.

(d) All Warrants issued upon any transfer or exchange of Warrants are the valid obligations of the City and entitled to the same security and benefits under this Ordinance as the Warrants surrendered upon such transfer or exchange.

Section 8.02 Replacement of Warrants

(a) If (i) any mutilated Warrant is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Warrant so that the same is not held by an Person as his property, and (ii) there is delivered to the City and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, and payment of any governmental charges and expenses of the City in connection therewith, then, in the absence of actual notice to the City and the Paying Agent that such Warrant has been acquired by a bona fide purchaser, the City shall execute, and the Paying Agent shall authenticate, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, a new Warrant of like tenor and the same series, dated the date of replacement, and in a principal amount in Authorized Denominations equal to the outstanding principal amount of the Warrant so replaced.

(b) Every Warrant issued in lieu of any destroyed, lost or stolen Warrant will constitute an original additional contractual obligation of the City.

ARTICLE 9

Source of, and Provisions for, Payment of Warrants

Section 9.01 General Obligation

(a) The City covenants and agrees the indebtedness evidenced and ordered paid by the Warrants is a general obligation of the City for the punctual payment of the principal of, premium (if any) and interest on which the full faith and credit of the City are hereby sacredly and irrevocably pledged.

(b) The Warrants are solely an obligation of the City and shall never constitute a direct, indirect, or contingent obligation, indebtedness, pecuniary liability, or charge against the general credit, revenues, or taxing power of the State of Alabama.

Section 9.02 Payment of Warrants

(a) (1) The City orders and directs the Finance Director and the Paying Agent to pay, solely from the Warrant Fund or a Defeasance Fund, as applicable, to the Owners, in lawful money of the United States of America immediately available and without deduction for exchange, fees or expenses, (i) interest on the Warrants due on any Stated Interest Payment Date to the Owners in whose names the Warrants are registered in the Warrant Register at the close of business on the Record Date for such Stated Interest Payment Date, and (ii) interest on the Warrants due upon redemption on any date other than an Stated Interest Payment Date, and (iii) principal of the Warrants due on any stated maturity date or redemption date therefor only upon surrender thereof at the Principal Office of the Paying Agent;

(2) Upon the written request of the Owner of any Warrant in a principal amount of not less than \$1,000,000, the Paying Agent will make payment of the principal of, premium (if any) and interest on such Warrant by wire transfer to an account of such Owner maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Paying Agent, if such written request contains adequate instructions for the method of payment and final payment of principal is made upon such surrender of the Warrant or Warrants.

(b) If any payment is due pursuant to Section 9.02(a) on a day which is not a Business Day, such payment shall be made, in the same amount, on the first succeeding day which is a Business Day, with the same effect as if made on the date on which such payment was due.

(c) All payments to the Owners of principal of, premium (if any) and interest on the Warrants on behalf of the City or the Paying Agent shall be valid and effectual to discharge, satisfy and terminate the liability of the City and the Paying Agent to the extent of the amounts so paid.

Section 9.03 The Warrant Fund

(a) The City establishes a special fund designated the "Warrant Fund" to be held and applied by the Paying Agent under this Ordinance solely for the payment of the principal of, premium (if any), and interest on the Warrants.

(b) The Finance Director is authorized and directed to deposit into the Warrant Fund the following amounts on the following dates:

(1) on or before the fifteenth day of each March and September, an amount equal to the interest becoming due on the Warrants on the next succeeding Stated Interest Payment Date;

(2) on or before the fifteenth day of each March, an amount equal to the principal maturing or subject to mandatory redemption on the next succeeding principal payment date with respect to the Warrants;

(3) such amounts, if any, at such times as shall provide funds in the Warrant Fund sufficient for the payment of the principal of and interest on the Warrants in full when due.

(c) The City authorizes and directs the Paying Agent to deposit in the Warrant Fund any funds received by the Paying Agent with written directions from an Authorized City Representative to deposit such funds in the Warrant Fund.

(d) (1) The Paying Agent shall invest the amounts at any time on deposit in, or credited to, the Warrant Fund (the "Warrant Fund Amount") as directed in writing by the City and subject to the following provisions therefor:

(i) the Warrant Fund Amount shall be invested only in Authorized Investments which mature or are subject to redemption by the Paying Agent at times and in amounts sufficient for the purposes of the Warrant Fund;

(ii) the Warrant Fund Amount shall be increased by all income and profits, and decreased by all losses, resulting from the investment thereof;

(iii) all income and profits from investment of the Warrant Fund Amount shall remain in the Warrant Fund and be credited against the next succeeding deposits required therein;

(iv) the Paying Agent will not be liable for any loss resulting from investment of the Warrant Fund Amount except to the extent such loss resulted from the gross negligence or willful misconduct of the Paying Agent.

(2) The Paying Agent will cause the Warrant Fund Amount to be secured as provided by Applicable Law for public funds.

(e) The City and Paying Agent covenant and agree that (i) all money transferred to or deposited in the Warrant Fund shall be applied to the payment of principal of, premium (if any) and interest on the Warrants within 13 months from the date of such transfer or deposit and (ii) all income and profits received from investment of money in the Warrant Fund shall be applied to the payment of principal of, premium (if any) and interest on the Warrants within 12 months from the date of receipt of such income or profits.

(f) The Paying Agent shall transfer to the City all amounts in the Warrant Fund remaining after the Warrants shall have been Fully Discharged and after all fees and expenses of the Paying Agent shall have been paid.

Section 9.04 Discharge and Defeasance of Warrants

(a) From and after the date on which a Warrant shall be Fully Discharged, the obligations of the City for the payment of any amount of principal of, premium (if any) or interest on such Warrant from the general funds and revenues of the City lawfully available therefor are fully discharged, satisfied and terminated.

(b) The City may provide for the payment of any of the Warrants by establishing a Defeasance Fund for such purpose with the Paying Agent, for the exclusive and sole benefit of the Owners of the Warrants to be paid therefrom, and depositing therein cash or U.S. Government Obligations which (assuming the due and punctual payment of the principal of and interest on such U.S. Government Obligations) will provide funds sufficient to pay in full the principal of, premium (if any) and interest on such Warrants as the same becomes due and payable until the maturity or redemption of such Warrants; provided, however, that:

(1) such U.S. Government Obligations must not be subject to redemption prior to their respective maturities at the option of the issuer thereof;

(2) if any of such Warrants are to be redeemed in advance of stated maturity, either (i) the Paying Agent shall receive evidence that notice of such redemption has been given in accordance with the provisions of this Ordinance and such Warrants or (ii) the City will confer on the Paying Agent irrevocable authority for the giving of such notice on behalf of the City; and

(3) the Paying Agent shall have received (i) an Opinion of Bond Counsel to the effect that establishment of such Defeasance Fund will not cause interest on any of such Warrants to be or become Taxable, and (ii) in circumstances where funds are deposited into the defeasance trust fund more than 90 days in advance of the redemption of the Warrants, a certificate of an Auditor to the effect that the funds on deposit in such defeasance trust fund and the income therefrom without reinvestment will be sufficient to pay when due the principal of, premium if any and interest on such Warrants.

(c) The Paying Agent may invest any investment proceeds received by the Paying Agent in a Defeasance Fund in U.S. Government Obligations.

(d) The Paying Agent will apply all amounts in a Defeasance Fund solely for the payment of the principal of, premium (if any) and interest on the Warrants with respect to which such fund was established.

Section 9.05 Funds for Payment of Unsurrendered Warrants to be Held in Separate Trust; Repayment of Unclaimed Money

(a) If an Owner fails to present or surrender the Warrant or Warrants thereof on any date fixed or scheduled for payment of principal thereof, the Paying Agent shall transfer amounts held in the Warrant Fund, or in a Defeasance Fund, as applicable, sufficient for the payment of principal of, premium (if any) and interest on such Warrant or Warrants to a separate trust fund created by the Paying Agent for such purpose and hold such amounts in trust for the sole benefit of the Persons entitled thereto, which amounts shall not be invested.

(b) The City authorizes and directs the Paying Agent to pay such amounts to the Owner of such Warrants upon presentation thereof, subject to Section 9.05(c).

(c) Any amounts held in trust by the Paying Agent pursuant to this Section which are unclaimed for three (3) years after the date on which payment thereof was due to have been made shall, subject to Applicable Law, be paid to the City upon written request of an Authorized City Representative and the Owner of any such Warrant or Warrants to be paid from such amounts shall thereafter, as an unsecured general creditor, have recourse only to the City for payment thereof, and all liability of the Paying Agent with respect to such trust money shall cease; provided, however, the Paying Agent may, prior to payment of such amounts to the City and at the written direction and expense of the City, publish notice once, by newspaper of general circulation within the jurisdiction of the City or by such Electronic Means as the Paying Agent determines is appropriate, that such amounts remain unclaimed and that, after a date specified in such notice (which shall be not less than 30 days after publication of such notice), such amounts will be paid to the City.

ARTICLE 10

Covenants of City Regarding Federal Tax Matters

(a) The City covenants and agrees to duly and punctually observe and perform all agreements and covenants thereof under the Tax Certificate and Agreement.

(b) The City covenants and agrees that it will not take any action, or fail to take any action, if such action or failure to act would cause the interest on the Warrants to be Taxable.

ARTICLE 11

Special Agreements by Owners and Beneficial Owners of Warrants

As a condition of, and as a consideration for, the issuance of the Warrants, each Owner and Beneficial Owner agrees, by acquisition of a Warrant or a beneficial interest therein:

(a) Exempt Persons.

No covenant or agreement contained in the Warrants or in this Ordinance shall operate or be construed as a covenant or agreement of any officer, agent, employee, or member of the governing body, of the City or of the Paying Agent in its individual capacity, and none of such Persons nor any officer executing the Warrants shall be liable personally on the Warrants or be subject to any personal liability or accountability by reason of the issuance of the Warrants and any liability of every name and nature, either at common law or in equity or by constitution or statute, and all such rights and claims against every such officer, employee, or member of the governing body of the City are irrevocably waived and released.

(b) Operation of Book-Entry System.

The City and the Paying Agent have not undertaken, directly or indirectly, to provide, and therefore shall have no liability, obligation, or responsibility to any Person (including without limitation Beneficial Owners, Direct Participants, and Indirect Participants) for (i) the accuracy of any records maintained by the Securities Depository or any Direct Participant or Indirect Participant, or (ii) the payment by the Securities Depository or any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of, interest on or premium (if any) on, any of the Warrants, or (iii) the delivery, or timeliness of delivery by the Securities Depository or any Direct Participant or Indirect Participant of any notice due to any Beneficial Owner which is required or permitted under this Ordinance to be given to such Beneficial Owner, or (iv) any act (including without limitation any consent to, or waiver of, any action or inaction) of whatever nature or type by the Securities Depository or Securities Depository Nominee, as Owner.

(c) Transfer, Exchange and Replacement of Warrants; Defenses of City.

(1) The Warrants will be transferred, exchanged and replaced only in accordance with the provisions of this Ordinance.

(2) Each Person who acquires a Warrant, or a beneficial interest therein, will be subject to all defenses and rights of the City at law or in equity and to all payments of principal thereof and interest thereon made by the City.

(3) The provisions of Article 8 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Warrants.

(d) Ordinance is Contract.

The Owner or Beneficial Owner thereof is legally bound by the terms and provisions of this Ordinance as a contractual agreement under the laws of the State of Alabama by the City and each Owner and Beneficial Owner.

ARTICLE 12

The Paying Agent

Section 12.01 Designation of Paying Agent

The City designates and appoints Regions Bank as the depository for the Warrant Fund and as Paying Agent, Warrant Registrar and authenticating agent for and with respect to the Warrants.

Section 12.02 Payments at Par

(a) The Paying Agent agrees with the Owners of the Warrants that it will make all remittances of principal of, premium (if any), and interest on the Warrants from money supplied by the City for such purpose in bankable funds at par and without discount or deduction for exchange, fees or expenses.

(b) The City covenants and agrees with the Owners of the Warrants and with the Paying Agent that it will pay all charges for exchange, fees or expenses which may be incurred by the Paying Agent in the making of remittances in bankable funds at par.

Section 12.03 Rights of Paying Agent

(a) The Paying Agent shall not be liable except for its noncompliance with the provisions hereof, its willful misconduct or its gross negligence.

(b) The Paying Agent:

(1) may execute any of the powers conferred on it hereunder or perform any duty hereunder either directly or through agents and attorneys in fact who are not regularly in its employ and who are selected by it with reasonable care, but it shall be responsible for the observance by such agents and attorneys in fact of the terms and conditions hereof;

(2) may consult with counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of counsel, provided that its action or inaction is not contrary to an express provision hereof;

(3) need not recognize an Owner of a Warrant as such without the satisfactory establishment of his title to such warrant;

(4) shall not be answerable for any action taken in good faith on any notice, request, consent, certificate or other paper or document which it believes to be genuine and signed or acknowledged by the proper party;

(5) shall be entitled to reasonable compensation for its services hereunder, including extra compensation for unusual or extraordinary services;

(6) may be the Owner of Warrants as if not Paying Agent hereunder;

(7) shall not be liable for proper application of any moneys other than those that may be paid to or deposited with it;

(8) shall not unreasonably withhold or delay any consent or approval required of it under the provisions of this Ordinance;

(9) may make any investments permitted hereby through its own investment department or affiliated entity, and any Authorized Investments issued or held by it hereunder shall be deemed investments and not deposits;

(10) shall, upon reasonable request, advise the City of the amount at the time on deposit in any of the special funds herein created;

(11) shall have no obligation to file financing statements or continuation statements.

(c) Any action taken by the Paying Agent at the request of and with the consent of the Owner of a Warrant will bind all subsequent Owners of the same Warrant and any warrants issued hereunder in lieu thereof.

(d) All moneys received by the Paying Agent to be held by it hereunder shall be held as trust funds until disbursed in the manner herein provided therefor. The Paying Agent shall not be liable to pay or allow interest thereon or otherwise to invest any such moneys except as specifically required herein.

(e) The recitals of fact herein and in the Warrants are statements by the City and not by the Paying Agent, and the Paying Agent is in no way responsible for the validity or security of the Warrants, or the validity or enforceability of the Ordinance. The Paying Agent does, however, assume responsibility for its eligibility to accept and administer the duties created hereby, and it agrees and represents that it is duly authorized to accept and administer such duties and that the acceptance and administration by it of such duties do not violate or contravene, and are not void or voidable under, any applicable state or federal law now existing.

(f) The Paying Agent's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Ordinance shall extend to the Paying Agent's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Paying Agent's right to compensation, shall survive the Paying Agent's resignation or removal, the discharge of this Ordinance, and final payment of the Warrants.

(g) The Paying Agent shall have the right to accept and act upon directions or instructions given by an Authorized City Representative pursuant to this Ordinance or any other document reasonably relating to Warrants issued hereunder and delivered using Electronic Means. If the City elects to give the Paying Agent directions or instructions using Electronic Means and the Paying Agent in its discretion elects to act upon such directions or instructions, the Paying Agent's understanding of such directions or instructions shall be deemed controlling. The City understands and agrees that the Paying Agent cannot determine the identity of the actual sender of such directions or instructions and that the Paying Agent shall conclusively presume that directions or instructions that purport to have been sent by an Authorized City Representative listed on the incumbency certificate provided to the Paying Agent have been sent by such Authorized City Representative. The City shall be responsible for ensuring that only Authorized City Representatives transmit such directions or instructions to the Paying Agent and that all Authorized City Representatives treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent's reliance upon and compliance with such directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to the Paying Agent, including without limitation the risk of the Paying Agent acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Paying Agent and that there may be more secure methods of transmitting directions or instructions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Paying Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 12.04 Resignation and Removal; Appointment of Successor

(a) The City may remove and discharge the Paying Agent from all duties imposed upon it as Paying Agent, Warrant Registrar and transfer agent by giving written notice of such removal and discharge by certified or registered mail to the Paying Agent not less than 30 days prior to the date when such removal shall take effect.

(b) The Paying Agent may resign and be discharged of all duties imposed upon it as Paying Agent, Warrant Registrar and transfer agent by giving written notice of such resignation by certified or registered mail to the City not less than 30 days prior to the date when such resignation shall take effect.

Section 12.05 Qualification of and Acceptance of Appointment by Successor

(a) If at any time the Paying Agent shall be removed, resign or be or become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Paying Agent or of its property shall be appointed or any public officer shall take charge or control of the Paying Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the City shall promptly appoint a successor Paying Agent.

(b) Any successor Paying Agent shall be a bank or trust company authorized to act as Paying Agent and Warrant Registrar and having, at the time of its acceptance of such appointment, combined capital and surplus of at least \$100,000,000.

(c) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to the City and to the retiring Paying Agent an instrument accepting such appointment and thereupon the resignation or removal of the retiring Paying Agent shall become effective and such successor Paying Agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, and duties of the retiring Paying Agent.

Section 12.06 Merger or Consolidation

Any corporation into which the Paying Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Paying Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Paying Agent, shall be the successor of the Paying Agent hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Warrants shall have been authenticated, but not delivered, by the Paying Agent then in office, any successor by merger or consolidation to such authenticating Paying Agent may adopt such authentication and deliver the Warrants so authenticated with the same effect as if such successor Paying Agent had itself authenticated such Warrants.

ARTICLE 13

Operation of Ordinance as a Contract

Section 13.01 Provisions of Ordinance a Contract

The terms and provisions of this Ordinance constitute a contractual agreement under the laws of the State of Alabama by the City and the Owners.

Section 13.02 Construction

(a) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Article, Section or other subdivision.

(b) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 13.03 Governing Law

This Ordinance is made pursuant to, and is construed in accordance with and governed by, the laws of the State of Alabama.

Section 13.04 Entitlement of Authenticated Warrants to Benefit of Ordinance

The executed Certificate of Authentication and Registration on a Warrant shall, without more, conclusively establish the authentication and delivery of such Warrant under this Ordinance and the entitlement of such Warrant to the equal and proportionate benefit of this Ordinance as provided herein.

Section 13.05 Enforceability and Severability

The provisions of this Ordinance are severable. In the event that any one or more of such provisions of this Ordinance or the provisions of the Warrants shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Ordinance or of the Warrants, and this Ordinance and the Warrants will be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

Section 13.06 Expenses of Collection

The City hereby covenants and agrees that, if the principal of and interest on the Warrants are not paid promptly as such principal and interest matures and comes due, it will pay to the Owners of the Warrants all expenses incident to the collection of any unpaid portion thereof, including reasonable attorneys' fees.

Section 13.07 Remedies

The City covenants and agrees:

(a) the Owners shall have all rights and remedies for the enforcement of the Warrants and this Ordinance as may be provided by Applicable Law; and

(b) the Finance Director of the City is subject to mandamus in the event such officer has money available for payment of principal of, premium (if any) and interest on the Warrants and does not apply such money (and investment earnings thereon), when and as required by the Warrants and this Ordinance, to the payment of the principal of, premium (if any) and interest on the Warrants when due and payable in each Fiscal Year in amounts sufficient for such purposes.

The foregoing Ordinance is adopted on this 17th day of April, 2023.

Council President, Jeff Hogg

S E A L

Attest: _____
City Administrator, Glenda D. Webb

1st Reading: Rules Suspended
Motion By:
Second By:
2nd Reading: April 17, 2023
Motion By:
Second By:

* * * * *

Transmitted to and approved by the Mayor this 17th day of April, 2023.

Dr. John Hinton, Mayor of the City of Northport, Alabama

It was moved by Councilmember _____ that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of the Ordinance be suspended and that unanimous consent to the immediate consideration and adoption of the Ordinance be given. The motion was seconded by Councilmember _____ and on roll call was unanimously adopted, those answering aye being:

Ayes:

Jeff Hogg, Council President, District 5
Christy Bobo, Council President Pro Tempore, District 1
Woodrow Washington, District 2
Karl Wiggins, District 3
Jamie Dykes, District 4

Nays: None

The Council President declared the motion unanimously carried.

After said Ordinance had been discussed and considered in full by the Council, it was moved by Councilmember _____ that the Ordinance be now placed upon its final passage and adopted. The motion was seconded by Councilmember _____. The question being put as to the adoption of said motion and the final passage and adoption of the Ordinance, the roll was called with the following results:

Ayes:

Jeff Hogg, Council President, District 5
Christy Bobo, Council President Pro Tempore, District 1
Woodrow Washington, District 2
Karl Wiggins, District 3
Jamie Dykes, District 4

Nays: None

The Council President thereupon declared said motion carried and the Ordinance passed and adopted as introduced and read.

* * * *

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

Approval of Minutes and Waiver of Notice

Each of the undersigned does hereby approve, and waive notice of, the date, time, place and purposes of the meeting of the City Council of the City of Northport, Alabama recorded in, the above and foregoing minutes thereof and does hereby approve the form and content of the above and foregoing minutes and Ordinance therein.

Council President

Member of the City Council

Member of the City Council

Member of the City Council

Member of the City Council

S E A L

Attest:_____
City Administrator, Glenda D. Webb

EXHIBIT A
Form of Warrant

The Warrant has not been registered under the Securities Act of 1933, as amended, in reliance upon applicable exemptions. The City shall transfer this Warrant only upon presentation and surrender hereof by the registered owner of this Warrant (set forth in the Warrant Register of the City therefor) in compliance with the within-referenced Ordinance and applicable federal and state securities laws and subject to all rights and defenses of the City at law or in equity.

**UNITED STATES OF AMERICA
STATE OF ALABAMA**

CITY OF NORTHPORT, ALABAMA

**GENERAL OBLIGATION WARRANT
SERIES 2023**

Registered Owner:

CEDE & CO.

Warrant No.

R-__

Dated Date:	Principal Amount:	Interest Rate per annum:	Stated Interest Payment Dates:	Maturity Date:	CUSIP:
April 25, 2023	\$_____	_____%	April 1 and October 1	April 1, 20__	666611

Authorization of Indebtedness and Payment

The City of Northport, a municipal corporation under the laws of the State of Alabama (the “City”), for value received, hereby acknowledges itself indebted to the Registered Owner, or registered assigns, in the Principal Amount of _____ Dollars and hereby orders and directs the Finance Director of the City to pay to the Registered Owner of this Warrant, through Regions Bank (and successors) as Paying Agent, as provided in the within Ordinance (i) the Principal Amount on the Maturity Date, subject to redemption (in whole or in part) in advance of maturity, and (ii) the interest accrued on the Principal Amount at the Interest Rate, computed from the Dated Date as provided in the Ordinance, on the Stated Interest Payment Dates and on each date fixed for redemption (in whole or in part) of this Warrant.

Ordinance

This Warrant is one of the General Obligation Warrants, Series 2023 (the “Warrants”) issued by the City pursuant to the Constitution and laws of the State of Alabama and an Ordinance and related proceedings of the City (the “Ordinance”). The Ordinance is held by the Paying Agent and constitutes a contractual agreement binding upon the City and the registered owners of the Warrants under the laws of the State of Alabama for the payment of, and security for, the Warrants; the registration, transfer, exchange and replacement of the Warrants; the redemption in advance of maturity of the Warrants; the defeasance of the Warrants; the rights and duties of the City and the Paying Agent; and the enforcement of the Ordinance.

Redemption

(a) The Warrants with stated maturities on April 1, 2034 and thereafter are subject to prior redemption, at the option of the City, in whole or in part in multiples of an Authorized Denomination, on April 1, 2033 or on any Business Day thereafter, in such principal amounts and in such order of maturities as the City shall specify and by lot within a maturity, at a redemption price for each Warrant (or principal portion thereof) redeemed equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium or penalty.

(b) The Warrants having stated maturities on April 1, 2043 are subject to scheduled mandatory redemption, without consent of or direction from the City, by the Paying Agent, by lot, on April 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount Subject to Redemption</u>
2042	\$1,700,000
2043	\$1,765,000

(c) The Warrants having stated maturities on April 1, 2048 are subject to scheduled mandatory redemption, without consent of or direction from the City, by the Paying Agent, by lot, on April 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount Subject to Redemption</u>
2044	\$1,835,000
2045	\$1,915,000
2046	\$1,995,000
2047	\$2,075,000
2048	\$2,165,000

(d) The Warrants having stated maturities on April 1, 2053 are subject to scheduled mandatory redemption, without consent of or direction from the City, by the Paying Agent, by lot, on April 1 in years and aggregate principal amounts as follows (subject to a credit thereon for the principal amount of all Warrants of such maturity then cancelled and not theretofore claimed as a credit) for a redemption price of the principal amount thereof plus interest accrued thereon to the redemption date, without premium or penalty:

<u>Year</u>	<u>Principal Amount Subject to Redemption</u>
2049	\$2,255,000
2050	\$2,350,000
2051	\$2,450,000
2052	\$2,555,000
2053	\$2,665,000

Estoppel

The City recites, certifies and declares that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description, that this Warrant has been registered in the manner provided by law, that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the authorization, execution, registration and issuance of this Warrant and the adoption of the Ordinance, have happened, do exist and have been performed in due time, form and manner as so required by law, and that the above Principal Amount of this Warrant, together with all other indebtedness of the City, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

Testimonium

IN WITNESS WHEREOF, the City has caused this Warrant to be executed in its name and on its behalf by the Mayor of the City, has caused its corporate seal to be affixed hereto and the same attested by the City Administrator of the City, and has caused this Warrant to be dated the Dated Date.

CITY OF NORTHPORT, ALABAMA

By: _____
Mayor, Dr. John Hinton

S E A L

Attest: _____
City Administrator, Glenda D. Webb

REGISTRATION CERTIFICATE

The undersigned certifies that this Warrant has been duly registered as a claim against the City of Northport, in the State of Alabama, and the Warrant Fund established under the Ordinance referenced herein.

Finance Director of the City of Northport, Alabama

AUTHENTICATION AND REGISTRATION DATE: APRIL 25, 2023

**CERTIFICATE OF AUTHENTICATION
AND REGISTRATION**

This Warrant is hereby authenticated and has been registered by the City of Northport, Alabama on the Warrant Register thereof maintained with the Paying Agent in the name of the above Registered Owner on the Authentication and Registration Date noted above.

REGIONS BANK

By _____
Its Authorized Officer

ASSIGNMENT

For value received _____ hereby sell(s), assign(s), and transfer(s) unto _____ the within Warrant and hereby irrevocably constitute(s) and appoint(s) _____, attorney, with full power of substitution in the premises, to transfer this Warrant on the books of the within mentioned Paying Agent.

Dated this _____ day of _____, _____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:*

(Bank, Trust Company or Firm)

By _____
(Authorized Officer)

* Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

Notice By Securities Depository

Unless the within Warrant is presented by an authorized representative of the Securities Depository (as defined in the Ordinance referenced in the within Warrant), to the City or its agent for registration of transfer, exchange, or payment, and any Warrant issued is registered in the name of the Securities Depository or the Securities Depository Nominee (as defined in the Ordinance referenced in the within Warrant), as the case may be, or in such other name as is requested by an authorized representative of the Securities Depository (and any payment is made to the Securities Depository or the Securities Depository Nominee or to such other entity as is requested by an authorized representative of the Securities Depository), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, the Securities Depository or Securities Depository Nominee, as the case may be, has an interest herein.

EXHIBIT B

Proceeds Fund Requisition

Proceeds Fund Requisition

To: Regions Bank

Re: Proceeds Fund under Ordinance No. 2178 of the City of Northport, Alabama

Date: _____, 20____

Req. No. _____

1. Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the above Ordinance.
2. This Requisition is delivered to you for the payment from the Proceeds Fund of the amount(s) to the Person(s) for the Authorized Purpose Costs set forth below or attached hereto:

(a) Amount: _____

(b) Payee: _____

(c) Authorized Purpose Costs:

3. The City represents that this Requisition is delivered pursuant to the above Ordinance by an Authorized City Representative for purposes for which the Net Warrant Proceeds are authorized to be expended under the Ordinance.

CITY OF NORTHPORT, ALABAMA

By _____

Its _____



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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: April 17, 2023

**SUBJECT: 1st Reading, Permanent Resolution Authorizing Acquisition of Property by
Condemnation Proceedings for Highway 82 Pump Station and Gravity Main Project**

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

The City of Northport Utility Department is constructing the Hwy. 82 Pump Station and Gravity Main Project. The City requires the use of additional right-of-way and easements to facilitate the construction of said project. The City had the property appraised by a properly qualified and licensed appraiser and has provided the property owners with a summary of said appraisal and a bona fide offer to acquire the property. The property owners declined the City's offer for the purchase of said property.

Recommendation:

Approve the attached resolution

Funding Source/GL Code:

GL Code No. Amount: \$ (To be determined)

Motion for Consideration:

I move the adoption of a resolution authorizing acquisition by condemnation proceedings for easements and property acquisitions regarding right-of-way for utilities for the Hwy. 82 Pump Station and Gravity Main Project.

PERMANENT RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING ACQUISITION BY CONDEMNATION PROCEEDINGS FOR
EASEMENTS AND PROPERTY ACQUISITION REGARDING RIGHT-OF-WAY FOR UTILITIES FOR
THE HWY. 82 PUMP STATION & GRAVITY MAIN PROJECT**

WHEREAS, the City of Northport Utility Department is constructing the Hwy. 82 Pump Station and Gravity Main Project; and

WHEREAS, the City requires use of additional right-of-way and easements to facilitate the construction of said project; and

WHEREAS, the City had the property appraised by a property qualified and licensed appraiser and has provided the property owners with a summary of said appraisals and a bona fide offer to acquire the property; and

WHEREAS, the property owners declined the City's offer for the purchase of said property.

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

1. That it is hereby determined and declared by City Council that it is necessary, useful and expedient to acquire property acquisitions regarding right-of-way for utilities for the Hwy. 82 Pump Station and Gravity Main Project, that such project be constructed, used, maintained and operated across certain property located within Tuscaloosa County or the City of Northport; and to that end, certain tracts of property for all purposes, presently, and from time to time in the future as the City may elect for construction of such Project on, over, across, or through lands as hereinafter described, be acquired by condemnation proceedings pursuant to Section 11-47-170 and Section 11-80-1 of the Code of Alabama (1975); and pursuant to the procedures set forth in Title 18, Code of Alabama.
2. The City of Northport hereby finds that the property described on the attached Exhibit "A" is necessary for the Hwy. 82 Pump Station and Gravity Main Project.
3. The City of Northport hereby authorizes the Mayor, the City Administrator, the City Legal Department, and the law firm of Espy, Scogin & Cain, P.C. to move expeditiously with the condemnation of said property.

RESOLVED AND DONE THIS ____ DAY OF _____, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

APPROVED this the _____ day of _____ 2023.

Dr. John Hinton, Mayor

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

Glenda D. Webb, City Administrator

1st Reading: April 17, 2023

Motion By:

Second By:

2nd Reading:

Motion By:

Second By:

Publication:

EXHIBIT “A”

Property 1

Legal Description

All of Lot 2 described in the Resurvey of Lot 2, Lowery and Leiser Survey as recorded in Plat Book 1999 at Page 33; Tuscaloosa County, Alabama.

General Description

9.43 acres more or less of land supporting the Business Headquarters of Clayton Homes located at 4401 McFarland Blvd., Northport, AL 35476 and owned by Barnes and Moody, LLC.

Tax Parcel ID: 63-31-03-08-4-001-024.005 and 3-004-001.002

Property 2

Legal Description

A part of the NW/C of the SE/4 and the SE/C of the NE/4 of Section 8, T10S & R10W; Tuscaloosa County, Alabama.

General Description

2.70 acres more or less of land supporting the Business Headquarters of Alco Electric, LLC located at 4570 McFarland Blvd., Northport, AL 35476 and owned by University Place Properties, LLC

Tax Parcel ID: 63-31-03-08-4-002-001.000 and 63-31-03-08-1-007-002.000



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: April 17, 2023

SUBJECT: Resolution Authorizing Acceptance of the Hasson Community Center from Academics in Motion, Inc.

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

This resolution authorizes the acceptance of the Hasson Community Center from Academics in Motion, Inc. so that the property can be leased to the Boys and Girls Club of West Alabama.

Recommendation:

Approve the resolution

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to approve the resolution authorizing acceptance of the Hasson Community Center from Academics in Motion, Inc.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING ACCEPTANCE OF THE HASSON COMMUNITY
CENTER FROM ACADEMICS IN MOTION, INC.**

WHEREAS, the Northport City Council on January 14, 2019 authorized the sale of the Hasson Community Center to Academics in Motion, Inc. to be operated as a community center; and

WHEREAS, Academics in Motion, Inc. has revitalized and operated the community center with such success as to create additional partnership opportunities for community center operation; and

WHEREAS, Academics in Motion, Inc. has volunteered to transfer ownership of the Hasson Community Center back to the City of Northport to capitalize on such partnership opportunities; and

WHEREAS, the City agrees to accept such transfer and pay for deed preparation and all other closing costs transferring ownership of this property to the City.

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

1. The City of Northport hereby accepts the transfer of title to the land previously deeded to Academics in Motion, Inc.
2. On behalf of the City of Northport, the City Administrator is hereby authorized to sign all necessary documents to transfer this property back to the City.
3. The City Administrator is authorized to pay all related expenses, including deed preparation costs, closing costs, etc., for the transfer of this property back to the City.
4. The City Administrator is authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this Resolution.
5. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed, including but not limited to Resolution 19-01.

RESOLVED AND DONE THIS _____ DAY OF _____, 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

APPROVED this the _____ day of _____ 2023.

Dr. John Hinton, Mayor

Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: April 17, 2023

SUBJECT: Resolution Authorizing the Lease of the Hasson Community Center to the Boys and Girls Club of West Alabama

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

This resolution authorizes the City Administrator to lease Hasson Community Center to the Boys and Girls Club of West Alabama for the purpose of operating a Boys and Girls Club.

Recommendation:

Approve the resolution

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to approve the resolution authorizing the lease of the Hasson Community Center to the Boys and Girls Club of West Alabama.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING LEASE OF THE HASSON COMMUNITY CENTER
TO THE BOYS AND GIRLS CLUB OF WEST ALABAMA**

WHEREAS, the City of Northport has accepted transfer of the Hasson Community Center by previous resolution on this date; and

WHEREAS, the Boys and Girls Club of West Alabama desires to lease the property for the delivery of youth programs; and

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

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

1. The City Administrator is hereby authorized to negotiate and execute a lease agreement with the Boys and Girls Club for use of the Hasson Community Center.
2. The City Administrator is authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this resolution.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

RESOLVED AND DONE THIS _____ DAY OF _____, 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

APPROVED this the _____ day of _____ 2023.

Dr. John Hinton, Mayor



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: April 17, 2023

SUBJECT: Resolution Authorizing No-Cost Lease of Property from DCH for a Community Recreation Area

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

This resolution authorizes execution of a long-term lease of property from DCH Health Care Authority in order to provide a community recreation area near Northport Medical Center. DCH is providing the property at no cost so that the City can equip the property for community outdoor recreation use.

Recommendation:

Approve the resolution authorizing no-cost lease of property from DCH for a Community Recreation Area

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to approve the resolution authorizing no-cost lease of property from DCH for a Community Recreation Area.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE EXECUTION OF A NO-COST LEASE OF
PROPERTY FROM DCH HEALTH CARE AUTHORITY**

WHEREAS, DCH Health Care Authority owns certain property appropriate for outdoor recreational use;
and

WHEREAS, the City of Northport wishes to lease such property to provide a public outdoor recreation
area; and

WHEREAS, both parties have the authority to enter such contractual agreement.

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

1. The City Administrator is authorized to enter a lease agreement with the DCH Health Care
Authority for property to provide a public outdoor recreation area.
2. The City Administrator is authorized to take all actions, execute all documents, and approve
all expenditures required for the implementation of this Resolution.

RESOLVED AND DONE THIS ____ DAY OF _____, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: April 17, 2023

Motion By:

Second By:

EXHIBIT “A”

STATE OF ALABAMA)
)
TUSCALOOSA COUNTY)

THIS INSTRUMENT PREPARED BY:

Chris Cunningham
City of Northport
P.O. Box 569
Northport, AL 35476

SOURCE OF TITLE:

Deed Book 2001, Page 8533

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (“Agreement”) made and entered into on this the 1st day of Month, 2023, by and between THE DCH HEALTH CARE AUTHORITY, TUSCALOOSA ALABAMA (“Landlord”), and the CITY OF NORTHPORT, Tuscaloosa, Alabama (“Tenant”).

WITNESSETH

WHEREAS, Landlord is the owner of certain real property lying and being in Tuscaloosa County, Alabama, with a street address of 1301 20th Street, Northport, Alabama 35476, more particularly described as follows:

A parcel of land located in the Southeast Quarter of the Southwest Quarter of Section 10, Township 21 South, Range 10 West, Tuscaloosa County, Alabama, containing 4.53 acres, more or less, and being more particularly described as follows:

Commence at the Southeast corner of said Southeast Quarter of the Southwest Quarter, thence run West and along the South line of said forty for a distance of 719.05 feet to the POINT OF BEGINNING; thence with a deflection angle right of 84°59’52”, run in a Northerly direction for a distance 669.08 feet to a point; thence with an interior angle right of 94°53’25”, run in a Westerly direction for a distance of 300.75 feet to a point; thence with an interior angle right of 85°06’35”, run in Southerly direction for a distance of 648.49 feet to a point lying on the North right-of-way margin of Twentieth Street; thence with an interior angle right of 95°48’09”, run in an Easterly direction and along said North margin for a distance of 99.23 feet to the point of curve; thence with an interior angle right of 192°23’50” to the chord, run in a Southeasterly direction and along the curving North margin of said right-of-way for a chord distance of 81.20 feet to a point lying on the South boundary line of the Southeast Quarter of the Southwest Quarter, thence with an interior angle right of 166°48’10” from the chord, run in an Easterly direction and along the South line of said forty for a distance of 124.28 feet to the POINT OF BEGINNING, forming an interior closure angle of 84°59’52”.

(Collectively, the “Premises”); and

WHEREAS, Tenant desires to take and lease the Premises from Landlord upon the following terms and conditions,

NOW THEREFORE, THE PREMISES CONSIDERED, and in further consideration of the sum of Ten (\$10.00) Dollars in hand paid, each party to the other, and the mutual undertakings hereinafter recited, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- (1) LEASE: Landlord does hereby lease the Premises unto Tenant and Tenant does hereby lease the Premises from Landlord, together with the improvements and appurtenances located thereon and attached thereto.
- (2) PURPOSE: Subject to any existing easements and the regulatory laws and ordinances of the political subdivisions in which the Premises are situated, the Premises shall be used for non-commercial, nonprofit, outdoor public recreational use, as defined in Alabama Code § 35-15-21. All buildings, structure, machinery, and other such appurtenances shall be correlated to the use of said outdoor recreational land, as defined in Alabama Code § 35-15-21. The Premises shall be used for no material purpose other than those purposes identified above, unless the written consent of Landlord is obtained in advance of such other usage.
- (3) DEDICATION: This property shall not be dedicated as a park or otherwise accrue any such public trust dedication, either express or implied, by virtue of this lease.
- (4) TERM: The term of this Agreement (the "Lease Term") shall be for a period of twenty-five (25) years and one (1) day, commencing on the 1st day of May, 2023 (the "Commencement Date") and ending, if not sooner terminated pursuant to the terms herein, on the 1st day of May, 2048.

This Agreement may be terminated by either party without cause after the provision of not less than 180 days written notice to the non-terminating party.

If this Agreement is terminated prior to May 1, 2048 by the Landlord, the Landlord agrees to compensate Tenant for any equipment for which Tenant is unable to find an alternative use and/or location after Tenant's best efforts to do so. Said compensation shall be equal to the appraised value of the equipment at the time of the termination of the Agreement. This compensation obligation shall only be applied and limited to equipment with an initial total value of \$500,000. Notwithstanding anything to the contrary herein or otherwise, Landlord may, at its sole option, assume ownership of any equipment for which Landlord compensates Tenant pursuant to this provision.

- (5) IMPROVEMENTS: Except as provided in Section 4 above, any and all alterations, improvements, and fixtures made or placed in or on the Premises by Tenant shall, upon expiration or any termination of the Lease Term belong to Tenant. Tenant shall upon termination of this Lease, remove fixtures and equipment that Tenant installs on the Premises. Tenant shall have the obligation to perform any cosmetic or other repairs as are needed to return the Premises to a condition that is "rent ready" or otherwise capable of immediate use or occupancy, to the reasonable satisfaction of the Landlord.

- (6) **HOLDOVER TENANCY:** There is no right by Tenant to holdover upon expiration of the Lease Term.
- (7) **RENTAL AND TAXES:** The primary consideration running to Landlord under this lease is the promise and undertaking of Tenant to improve and maintain the Premises according to the provisions of Section 5 hereof. There is no monthly rent during the Lease Term, in consideration of the improvements, and in further consideration of the other covenants of Tenant during the Lease Term. Ad valorem taxes against the Premises shall be assessed in the name of the Tenant during the Lease Term.
- (8) **ASSIGNMENT AND SUBLEASE:** Tenant shall make no long-term assignment or sublease of any part of the premises without the prior written approval of the Landlord which may be withheld or granted in Landlord's sole and absolute discretion. Short-term, third-party reservation of recreation spaces or facilities by fee and permit is permissible. Any assignment or sublease of any portion of the Premises, whether or not allowed by the provisions of this paragraph, shall not relieve Tenant of the obligations hereof.
- (9) **UTILITIES, TAXES AND ASSESSMENTS:** To the extent that same arise for periods from and after the beginning of the Lease Term, Tenant shall pay when due all assessments, charges, and bills for gas, electricity, water, sewage, and like utilities, and janitorial charges allocable to the Premises. Tenant shall pay and discharge when due all bills for rental license fees or like taxes, general and special assessments, and other like charges of every description which may be levied on or assessed against the Premises and all improvements and other property located thereon during the Lease Term.
- (10) **CONDITION OF PREMISES, REPAIRS AND MAINTENANCE:** Tenant has inspected the Premises and takes the Premises AS-IS, WHERE IS. The major consideration running from the Tenant to the Landlord under this lease is the agreement of Tenant to make improvements, rendering the property useable for the purpose described above.

Thereafter, during the Lease Term, Tenant shall make all appropriate repairs to the Premises, structural and otherwise, at its expense, and shall indemnify and hold Landlord harmless from and against all mechanic's or materialmen's liens or other claims, liability, loss, damage, cost, or expense, including, but not limited to, reasonable attorney's fees, asserted against or incurred by Landlord by reason of any such maintenance and repairs or the lack thereof. Without limiting the generality of the foregoing, Tenant shall keep all systems in good working order and shall as well be responsible for keeping the interior and exterior of the Premises neat and clean. Notwithstanding anything in this Paragraph or the Lease to the contrary, the Tenant shall repair, replace, maintain, and be solely responsible for any damage or destruction to the Premises caused by Tenant's agents, servants, customers, employees, or sub-lessees, or patrons, invitees, or customers of sub-lessees.

- (a) **LANDLORD'S RIGHT TO REPAIR:** If Tenant neglects to make repairs or maintenance it has a duty to perform hereunder, Landlord or its agents, representatives, or contractors may, at Landlord's option, repair the same or perform such maintenance

- on behalf of Tenant. In such event, Landlord shall give Tenant notice in accordance herewith at least five (5) days prior to commencement of such repairs or maintenance. Any amounts so paid by Landlord for such repairs shall become immediately due and payable to Landlord as additional rent. No such payment by Landlord for repairs shall relieve Tenant from any liability hereunder.
- (b) **PREMISES ZONING:** The Premises is zoned as Residential; Tenant shall not change the zoning of the Premises without written consent of Landlord.
 - (c) **HISTORIC DESIGNATION:** Tenant shall not seek to make any status change on the Premises in regard to the National Register of Historical Places, nor shall Tenant seek designation of the Premises as a Municipal Historic District or Structure.
 - (d) **TENANT SHALL NOT MORTGAGE:** Tenant shall not place a mortgage upon the Premises, or upon its leasehold interest in the Premises.
- (11) **SIGNS:** All signage to be erected on the Premises by or for Tenant shall conform to the Ordinances of the City of Northport. Tenant shall remove any such sign at the expiration of the Lease Term. Tenant shall promptly repair any damage or injury done to the Premises in the course of such removal.
- (12) **INSURANCE:**
- (a) **LIABILITY COVERAGE.** Tenant shall, at Tenant's own expense, keep in force and effect during the entire Lease Term general and/or commercial liability insurance insuring Tenant and Landlord against any liability that may accrue against any of them for personal injury, death, or property damage resulting from any occurrence in or about the Premises during or in consequence of Tenant's occupancy thereof ("Liability Insurance").
 - (b) **CERTIFICATES:** Prior to the Commencement Date, and at all times during the Lease Term, Tenant shall furnish to Landlord a Certificate of Insurance, or other proof of coverage, naming Landlord as additional insured on the Liability Insurance policy. The liability policy must be issued by an insurance company licensed to do business in the State of Alabama carrying an A.M. Best's rating of A-VII or Standards & Poor rating of BBB+ or better, and the Certificate must be signed by an authorized agent. The liability policies must waive the right to recovery or subrogation against the Landlord.
 - (c) **PROOF OF PAYMENT:** Tenant agrees, upon written demand from Landlord, to furnish Landlord with proof of payment of the premium or premiums due on the Liability Insurance. If Tenant at any time during the Lease Term shall fail to procure or maintain any of the foregoing insurance, Landlord, at Landlord's option, may obtain such insurance in the name of, or as the agent of, the Tenant, or in the Landlord's own name, and pay the cost thereof. Any amounts so paid by Landlord shall become due and payable as additional rent hereunder. No such payment by Landlord shall be

deemed a waiver of any other rights which Landlord may have under the provisions of this Agreement or as provided by law.

- (d) **CONTENTS COVERAGE:** Tenant shall be responsible for obtaining insurance with respect to Tenant's possessions, contents, or inventory, in amounts and coverages as Tenant shall deem appropriate.
- (13) **EMINENT DOMAIN:** If all or a substantial portion of the Premises (as reasonably determined by Landlord) are taken by Eminent Domain, then the term of this Agreement shall terminate as of the date possession is taken by the person or entity effecting the process of Eminent Domain (the "Authority"), or as of the date the improvements located thereon are ordered torn down or removed by the Authority or by any court of competent jurisdiction, as the case may be.
- (a) **DEFINITION OF EMINENT DOMAIN:** For purposes of this Agreement, "Eminent Domain" shall mean a taking by the exercise of the power of eminent domain by any Authority, an act or omission by any Authority constituting "inverse condemnation", any purchase or acquisition in lieu of condemnation by an Authority, or a taking by eminent domain and an order of the Authority specifying that any improvements located on the Premises are to be torn down or removed.
 - (b) **DETERMINATION OF VALUE AND DISPOSITION OF PROCEEDS OF EMINENT DOMAIN:** In the event all or a substantial portion of the Premises (as reasonably determined by Landlord) are taken by Eminent Domain, regardless of the identity of the Authority, Landlord shall have the sole and exclusive right to determine whether the amount offered by the Authority for the taking of the Premises or applicable portion thereof is reasonable, and if it is not, whether and under what circumstances to enforce any party's rights with respect to the value of the Premises or applicable portion thereof. In the event that the Landlord shall make the determination to appeal any Probate Commissioner's award, Landlord shall bear all costs associated therewith, subject to such rights of recovery as the law may allow. Once a value is fully and finally determined as to the Premises or applicable portion thereof, the Landlord shall be entitled to all proceeds to be paid by the Authority for any exercise of Eminent Domain.
- (14) **CLEANLINESS:** Tenant shall at all times keep the Premises in a reasonably neat, orderly, and sanitary condition. Tenant shall not make or suffer any waste of the Premises or permit anything to be done in or upon the Premises creating a nuisance thereon. Tenant shall permit Landlord at all reasonable times to enter upon the Premises for the purpose of examining the same.
- (15) **DEFAULT:**
- (a) **RIGHT TO TERMINATE:** Upon the occurrence of any of the Events of Default (as defined in Subparagraph (b) below), Landlord may, at Landlord's option, terminate this Agreement by giving written notice to Tenant of the default in accordance herewith and of Landlord's intention to terminate this Agreement if the default is not corrected within sixty (60) days

after delivery of said notice, or, if the default is not correctable within sixty (60) days, if measures to correct the default are not commenced within sixty (60) days and diligently pursued without interruption. If said default is not corrected by Tenant to the reasonable satisfaction of Landlord within the applicable cure period, Landlord may terminate this Agreement, re-enter the Premises, and eject Tenant from the same; provided, however, that Tenant shall not be relieved from any liability or obligation hereunder as a result thereof. Tenant hereby waives any and all damages occasioned by such taking of possession by Landlord.

- (b) **EVENTS OF DEFAULT:** Events of default under this Agreement shall mean the following events ("Events of Default") occurring with respect to Tenant:

FAILURE TO COMPLY: Failure to comply with any term, condition, or obligation to be performed under this Lease Agreement.

- (c) **ADDITIONAL REMEDIES:** Upon the occurrence of an Event of Default hereunder, and Tenant's failure to reasonably cure same within the applicable cure period, Landlord may, at his option and in lieu of terminating this Agreement, re-enter and take possession of the Premises, and thereafter re-let the same or any part thereof for the balance of the Lease Term or any part thereof, upon such terms and conditions as Landlord may deem proper.
- (d) **REIMBURSEMENT OF COSTS:** Tenant agrees to pay Landlord's reasonable attorney's fees, costs, and other expenses in the event Landlord files suit to collect any rents or amounts due hereunder, or to protect the interests of Landlord in the event Tenant is involved in a court or administrative proceeding, legal process is levied upon the goods, furniture, effects, or personal property of Tenant, upon the Premises or upon the interest of Tenant in the Premises under this Agreement.
- (e) **CUMULATIVE NATURE OF REMEDIES:** All rights and remedies of Landlord under this Agreement shall be cumulative and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises, in the absolute discretion of Landlord.

(16) **INDEMNITY:**

- (a) **GENERAL.** Tenant shall indemnify and hold Landlord free and harmless from all demands, claims liabilities, damages, suits, costs, attorneys' fees, or other expenses arising out of any failure of Tenant to comply with and perform the requirements and provisions of this Agreement. Tenant shall further indemnify and hold Landlord free and harmless from any loss, cost, damage, or expense arising from injuries to persons or property while in, on, or about the Premises, not attributable to the willfully wrongful act of Landlord, his agents, servants, or employees.
- (b) **NOTICE AND PROCEDURE:** If Landlord becomes aware of any fact or claim that could result in any liability, damage, loss, expense, or cost covered by Tenant's indemnity, and if Landlord desires to hold Tenant responsible therefor, Landlord shall promptly notify

Tenant in writing in accordance herewith of such facts or claim and state in such notice the measures which Landlord proposes to take to resist or dispose of such claim. Unless Tenant shall notify Landlord within ten (10) days after receipt of such notice from Landlord that Tenant will take over the defense of such claim, Landlord may, at its option, proceed to resist or otherwise dispose of such claim at the expense of the Tenant, with costs immediately due and payable to Landlord as additional rent. Tenant shall be entitled to designate an attorney to defend any such claim or asserted liability; provided, however, that such attorney shall consult with the attorney for Landlord and keep such attorney advised of all material developments relating thereto.

- (17) **INSPECTION AND SHOWING:** Landlord reserves the right to visit and inspect the Premises at any reasonable time.
- (18) **SUBORDINATION:** This Agreement shall at all times be subject and subordinate to the lien of any mortgage that is now or that may hereafter be placed upon the Premises by Landlord. Tenant shall, upon demand by Landlord, execute such documents and instruments as may be reasonably required by counsel for Landlord to effectuate such subordination. Within ten (10) days from the date hereof, as well as prior to Landlord's execution of any new or substitute mortgage affecting the Premises, Landlord shall obtain from such mortgagee an agreement in writing to be delivered to Tenant, providing that so long as Tenant shall faithfully discharge the obligations of Tenant's part to be kept and performed under the terms of this Agreement, its tenancy shall not be disturbed, and that, in the event of foreclosure or any enforcement of any such mortgage, Tenant shall attorn to such lender and this Agreement shall in all respects continue in full force and effect.
- (19) **SURRENDER OF PREMISES:** Except as provided otherwise hereunder, Tenant shall, upon the expiration or earlier termination of this Agreement, promptly remove from the Premises all trash, debris, and property of Tenant and shall leave the Premises in an orderly state, subject to reasonable wear and tear.
- (20) **QUIET POSSESSION:** Landlord shall, on the commencement date of the Lease Term, place Tenant in quiet possession of the Premises and shall secure Tenant in the quiet possession thereof during the Lease Term against all persons lawfully claiming possession of any part thereof
- (21) **ENVIRONMENTAL:**

Prior to the Effective Date of this Lease, Tenant shall conduct such environmental reviews and surveys of the Premises as it deems sufficient. From and after the Effective Date, and to the extent allowed by law, Tenant shall defend, indemnify, and hold Landlord, its personal representatives, heirs, and assigns, harmless from and against and shall pay and reimburse Landlord for any and all losses, damages, liabilities, claims, causes of action, penalties, fines, and fees (including reasonable attorney fees) asserted against Landlord from any of the following occurring: the handling, treatment, storage, or disposal of hazardous or toxic materials, substances, pollutants, contaminants, wastes, asbestos, or urea formaldehyde insulation as relates to the Premises, but only to the extent to which such insertion or placement

of such materials may be directly attributable to Tenant or its subtenants. Tenant shall, at tenant's own expense, comply in all material respects with all federal, state, and local statutes, regulations, ordinances, rules, rulings, administrative orders, and the like as issued from time to time (collectively, "Laws") as relate to environmental matters in connection with Tenant's occupancy of the Premises in accordance herewith. Tenant shall defend, indemnify, and hold Landlord, his personal representatives, heirs, and assigns harmless from and against and shall pay and reimburse Landlord for any and all losses, damages, liabilities, claims, causes of action, penalties, fines, and fees (including reasonable attorney fees) asserted against Landlord resulting from the handling, treatment, storage, or disposal of hazardous or toxic materials, substances, pollutants, contaminants, wastes, asbestos, or urea formaldehyde insulation as relates to the Premises by Tenant or any of its agents, servants, or employees, and not caused by Landlord, his agents, servants, or employee, but only to the extent to which such insertion or placement of such materials may be directly attributable to Tenant or its subtenants.

(22) MISCELLANEOUS:

- (a) **FINAL INTEGRATION:** This Agreement constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All prior understandings and agreements between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by a party which is not contained in this Agreement or expressly referred to herein has been relied on by the other party in entering into this Agreement.
- (b) **AMENDMENT IN WRITING:** This Agreement may not be amended, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by both the parties.
- (c) **BINDING EFFECT:** Provided the requirements of Section 8 (ASSIGNMENT AND SUBLEASE) are complied with, this Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.
- (d) **CAPTIONS:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- (e) **WAIVER OF DEFAULT:** No waiver by either party of any default, breach, or violation of any term, condition, or provision of this Agreement shall be deemed to be a waiver of any other default, breach, or violation of the same or any other term, condition, or provision contained herein.
- (f) **DELAY OR OMISSION NOT WAIVER:** No delay in exercising or failure to exercise any right or remedy by either party shall impair any such right or remedy or constitute a waiver of any such right, remedy, or default, breach, or violation of any term,

condition, or provision of this Agreement or an acquiescence therein. Every right and remedy given by this Agreement or by law to a party may be exercised from time to time and as often as deemed expedient by such party.

- (g) **RIGHT AND REMEDIES CUMULATIVE:** No right or remedy conferred upon or reserved to either party in this Agreement or any document or instrument delivered in accordance herewith is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given under this Agreement or any document or instrument delivered in accordance herewith or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy under this Agreement or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.
- (h) **NOTICES:** All notices, requests, demands, and other communications hereunder (other than those which, under the terms of this Agreement, may be given by telephone, which shall be effective when received verbally) shall be in writing (including, but not limited to facsimile/telecopied communications) and shall be given by personal delivery, delivery via United State mail, with first class postage prepaid, or facsimile/telecopier,

i. If to Landlord, to:

The DCH Health Care Authority
809 University Blvd East, Tuscaloosa, AL 35401
c/o: Chris Jones, General Counsel

ii. If to Tenant, to:

City of Northport
3500 McFarland Blvd, Northport, AL 35476
c/o: City Attorney

Either party may change the address to which notices are to be delivered to such party, by a notice given in accordance with this Subparagraph to the other party. All such notices, requests, demands, and other communications shall be effective when received.

- (i) **RECORDATION OF LEASE:** A memorandum of lease in recordable form containing a short form of this Lease shall be executed by the parties and recorded in the county wherein the Premises are located. All recording costs and costs for preparation of the memorandum of lease shall be paid by the Tenant.

- (j) GOVERNING LAWS: The laws of the State of Alabama shall govern the validity of this Agreement, the construction and enforcement of its terms, the interpretation of the rights and duties of the parties, and all other matters relating to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands under seal on this the day and date first above written.

LANDLORD: THE DCH HEALTH CARE
AUTHORITY, TUSCALOOSA ALABAMA

By: 
Katrina Keefer
As its: President and CEO

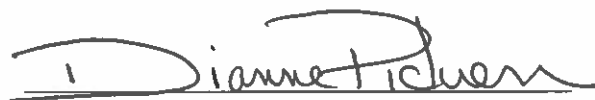
TENANT: THE CITY OF NORTHPORT,
ALABAMA

By: _____
Glenda D. Webb
As its: City Administrator

STATE OF ALABAMA)
)
TUSCALOOSA COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Katrina Keefer, whose name as President and CEO of The DCH Health Care Authority is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she as such officer and with full authority, executed the same voluntarily for and as the act of The DCH Health Care Authority on the day the same bears date.

Given under my hand and official seal this the 30 day of March, 2023.


NOTARY PUBLIC

My Commission Expires: 1/17/24

STATE OF ALABAMA)
)
TUSCALOOSA COUNTY)

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

Given under my hand and official seal this the ____ day of March, 2023.

NOTARY PUBLIC

My Commission Expires: _____



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: April 17, 2023

SUBJECT: Resolution Authorizing the City Administrator to Maintain the Annual Contract with Motorola Solutions for Maintenance of the Public Safety Radio Communications System

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Haley Abbett

Approved By: Gerald Burton

Summary:

The Police Department is requesting that the City Council authorize the City Administrator to maintain the annual contract with Motorola Solutions for the maintenance of the Public Safety radio communications system and approve the requisition for the cost. The total fiscal impact is \$70,159.01.

Recommendation:

That this request be approved.

Funding Source/GL Code:

GL Code No. 01-33-000-50406 Amount: \$70,159.01

Motion for Consideration:

I move that the City Council authorize the City Administrator to maintain the agreement with Motorola Solutions for the maintenance of the Public Safety radio communications system and approve the requisition for the cost.

RESOLUTION NO. 23-_____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO MAINTAIN THE ANNUAL CONTRACT WITH MOTOROLA SOLUTIONS FOR MAINTENANCE OF THE PUBLIC SAFETY RADIO COMMUNICATIONS SYSTEM

WHEREAS, the Public Safety radio communications system requires annual maintenance and services by Motorola Solutions;

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

1. The City Administrator is hereby authorized to enter into a contract, Exhibit “A”, with Motorola Services for maintenance of the Public Safety radio communications system and approve the requisition for the cost of \$70,159.01 payable quarterly.

RESOLVED AND DONE this 17 day of April, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

**Glenda D. Webb
City Administrator**

Reading: April 17, 2022

Motion By _____

Second By: _____



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1998619
Contract Number: USC000006948
Contract Modifier: R31-DEC-22 10:29:21

Date:12/31/2022

Company Name: NORTHPORT, CITY OF

Attn:

Billing Address: 3500 MCFARLAND BLVD

City, State, Zip: NORTHPORT , AL, 35476

Customer Contact:

Phone:

Required P.O. :

PO # :

Customer # :1011282407

Bill to Tag # :

Contract Start Date :01-May-2023

Contract End Date :30-Apr-2024

Payment Cycle :QUARTERLY

Qty	Service Name	Service Description	Extended Amt	
	LSV00S00215A	LOCAL DEVICE COMBO W/PICKUP & DELIVERY	\$24,000.01	
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00	
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00	
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00	
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$12,352.00	
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$867.47	
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	\$32,939.53	
		Subtotal - Recurring Services	\$5,846.58	\$70,159.01
		Subtotal - One-Time Event Services	\$0.00	\$0.00
		Total		\$70,159.01
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA		

SPECIAL INSTRUCTIONS:



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1998619
Contract Number: USC000006948
Contract Modifier: R31-DEC-22 10:29:21

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	☐	☐	# _____
Remote Security Update Service (RSUS)	☐	☐	# _____
Managed Detection and Response (MDR)	☐	☐	# _____

* Service Opt-out - I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1998619
Contract Number: USC000006948
Contract Modifier: R31-DEC-22 10:29:21

Kyle Sanderson	205-239-6179
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE

Company Name : NORTHPORT, CITY OF
Contract Number : USC000006948
Contract Modifier : R31-DEC-22 10:29:21
Contract Start Date : 01-May-2023
Contract End Date : 30-Apr-2024

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1998619
Contract Number: USC000006948
Contract Modifier: R31-DEC-22 10:29:21

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: April 17, 2023

SUBJECT: Resolution Authorizing the City Administrator to Maintain The Annual Contract with Vertiv Corporation for Battery Services at Martin Spur and Lake Lurleen Tower Sites

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Haley Abbett

Approved By: Gerald Burton

Summary:

The Police Department is requesting that the City Council authorize the City Administrator to Maintain the Annual Contract with Vertiv Corporation for Battery Services at Martin Spur and Lake Lurleen Tower Sites and approve the requisition for the cost. Total fiscal impact is \$5,160.00.

Recommendation:

That this request be approved.

Funding Source/GL Code:

GL Code No. 01-33-000-50408 Amount: \$5,160.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to maintain the contract with Vertiv Corporation for battery services at the Martin Spur and Lake Lurleen Tower Sites and approve the requisition for the cost.

RESOLUTION NO. 23-_____

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO MAINTAIN THE
ANNUAL CONTRACT WITH VERTIV CORPORATION FOR BATTERY SERVICES
AT THE MARTIN SPUR AND LAKE LURLEEN TOWER SITES**

WHEREAS, the Public Safety radio communications system batteries require annual maintenance and services by Vertiv Corporation;

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

1. The City Administrator is hereby authorized to enter into a contract, Exhibit “A”, with Vertiv Corporation for maintenance of the Public Safety radio communications system batteries and approve the requisition for the cost of \$5,160.00.

RESOLVED AND DONE this 17th day of April, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: April 17, 2023

Motion By _____

Second By: _____

Proposal for Service

Vertiv Corporation

3/24/2023
CITY OF NORTHPORT
12995 LK LURLEEN RD
COKER, AL, 35452

3/24/2023

CITY OF NORTHPORT
12995 LK LURLEEN RD
COKER, AL, 35452
CPQ-466264-1

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (205) 444-9191. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Morgan Berry

6775 Meadow Lane
Alpharetta, GA 30005

PHONE (770) 781-0431

EMAIL mberry@joepowell.com

Order CPQ-466264-1

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over \$10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

Standard Maintenance Contracts:

Site#: 1172954
MARTIN ROAD SPUR
13205 MARTIN RD SPUR
NORTHPORT, AL
35473
US

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1697633	APS 5-20	AS4D0NCYHNNX919	1	ESSENTIAL (05/16/2023) - (05/15/2024)	\$1,941.60
1697635	NFIN MBC	NMBHW81	1	ESSENTIAL (05/16/2023) - (05/15/2024)	\$638.40
1697636	NFIN MBC	NMBHW81	1	ESSENTIAL (05/16/2023) - (05/15/2024)	\$638.40

Item Sub Total Price: \$3,218.40

Standard Maintenance Contracts:

Site#: 1137104
CITY OF NORTHPORT
12995 LK LURLEEN RD
COKER, AL
35452
US

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1697634	APS 5-20	AS4D0NCYHNNX919	1	ESSENTIAL (05/16/2023) - (05/15/2024)	\$1,941.60

Item Sub Total Price: \$1,941.60

Total price not including tax: \$5,160.00

any tax required must be included in customer purchase order

Payment Terms: Net 30 Days

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

PERIPHERALS MAINTENANCE BYPASS CABINET MODULE BATTERY DISCONNECT, LOAD BUS SYNC, POWER TIE, SLIM LINE DISTRIBUTION CABINET

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Clean any foreign material and dust from internal compartments.
4. Perform a status check of alarm circuits. (If Applicable).
5. Calibration of the equipment to meet manufacturer's specifications (if applicable).
6. Operational checkout of the system to include transfers and proper status indications.
7. Check or perform Engineering Field Change Notices (FCN) as necessary.
8. Return unit to operational service with normal load then measure and verify display indications.

ASSUMPTIONS AND CLARIFICATIONS

Includes 100% parts coverage, excluding circuit breakers and switches.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

ALL SINGLE PHASE MODELS (EXCLUDES NFINITY)

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage including internal batteries (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

1. Record the phase to phase and phase to neutral input voltages.
2. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
3. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
4. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
5. Inspect for broken, brittle, damaged, or heat stressed components and cables.
6. Clean any foreign material and dust from internal compartments.
7. Perform a status check of alarm circuits.
8. Perform an operational test of the system including unit transfer and battery discharge.
9. Check or perform Engineering Field Change Notices (FCN) as necessary.
10. Return the system to normal load and verify the output voltage. Calibrate as necessary.
11. Review system performance with customer to address any system questions.

Battery Full Preventive Maintenance Service

1. Check integrity of battery cabinet.

2. Visually inspect battery system for: swelling, leaks, loose foreign objects, overheated or corroded cables and connectors, loose connections on batteries, and appropriate product labels related to safety and warning hazards.
3. Clean and neutralize cell tops as required.
4. Tighten all battery terminal connections to their proper specifications.
5. Measure and record DC bus ripple voltage.
6. Measure and record total battery float voltage.
7. Record room ambient temperature.

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- **Point of Contact:** Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- **Scheduling:** Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- **Site Access:** Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- **Equipment Access:** Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- **Shutdown:** Service may require shutdown of load to ensure electrical connection integrity.
- **Notification:** If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

Order Number: CPQ-466264-1

Purchase order must be assigned to:
Vertiv Corporation
505 N. Cleveland Avenue.
Westerville, OH 43082

Payment remittance address:
Vertiv Corporation
PO Box 70474
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed with signed proposal to:

Email: mberry@joepowell.com

EXCITING NEWS: On Sept. 1, 2018, we transitioned to Vertiv Corporation as our legal entity.
Visit <http://vertivco.com/legalentityinfo> for changes you may need to make.

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: ☒ Yes ☐ No

If PO **NOT** attached, please specify reason: _____

Invoice Delivery Method: ☐ Web Billing (Attach Instructions) ☒ Mail ☐ Other _____

☐ Accounts Payable Email sbeynon@cityofnorthport.org

Billing Contact Person: Assistant Chief Keith Carpenter Phone: 205-469-1314

Email: kcarpenter@cityofnorthport.org Fax #: 205-333-3014

Bill-To Company Name: City of Northport Bill-To Address: 3500 McFarland Blvd

Federal Tax ID # 63-6001330 Bill-To City, ST Zip: Northport, AL 35475

Tax Exempt: ☒ Yes (Attach tax exempt certificate) ☐ No

Site Services/IT Contact Person: Assistant Chief Carpenter Phone: 205-339-6600

**** COVERAGE DETAILS ****

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

Morgan Berry 3/24/2023
Morgan Berry Date

Accepted By:

X _____
Buyer Signature Required Date

X _____
Printed Name Phone

Vertiv Corporation
TERMS AND CONDITIONS OF SALE

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices. A service charge of \$19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of \$750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Place (DAP) basis, per Incoterms 2020, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2020, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes,

spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESELLER PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$2,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **PATENTS AND COPYRIGHTS:** Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software.

In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods, Software or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software, and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made to order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL:** GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING:** Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS:** Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS:** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries,

and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

26. **PRIVACY:** Seller will collect and process personal data of those employed by or otherwise affiliated with Buyer in accordance with Seller's "Privacy Notice for Customers and Suppliers – California" available here www.vertiv.com/ca-privacy (the "Notice"), which Notice the Buyer hereby acknowledges having received, read, and understood. In the event of any queries or concerns with its contents, Buyer must contact Seller at the contact details provided in the Notice prior to entering into this Agreement or the commencement of performance hereunder, in failure of which, the terms of the Notice will be deemed accepted and consented to in their entirety.

27. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

28. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: April 17, 2023

SUBJECT: Resolution Awarding the Contract to Price Construction Company, Inc. for the Downtown Streetscape Improvements - Phase II

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting that the City Council award the contract to Price Construction Company, Inc. for the Downtown Streetscape Improvements - Phase II. Documentation is attached.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. Amount: \$ 1,543,754.52

Motion for Consideration:

I move that the City Council award the contract to Price Construction Company, Inc. for the Downtown Streetscape Improvements - Phase II.

RESOLUTION NO 23-

**RESOLUTION AWARDING THE CONTRACT TO PRICE CONSTRUCTION COMPANY, INC. FOR THE
DOWNTOWN STREETScape IMPROVEMENTS – PHASE II**

WHEREAS, on March 28, 2023, bids were opened for the Downtown Streetscape Improvements – Phase II project; and,

WHEREAS, the responsive and responsible low bidder was Price Construction Company, Inc. with a bid of \$1,543,754.52.

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

- 1) That the City Council award the bid to the bidder meeting specifications and having the lowest bid as shown on the attached bid tabulation, and
- 2) That the City Administrator is hereby authorized to execute an agreement with Price Construction Company, Inc. for the completion of the Downtown Streetscape Improvements – Phase II and to approve all purchase requisitions related to this project in accordance with said bid.

RESOLVED AND DONE this 17th day of April 2023.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: April 17, 2023
Motion:
Second:



3516 Greensboro Avenue
Tuscaloosa, AL 35401
205.345.0816
www.ttlusa.com

March 28, 2023

Mr. Brad Matthews
Assistant City Engineer
City of Northport
3500 McFarland Boulevard
Northport, Alabama 35476

RE: *Downtown Northport Sidewalk and Streetscaping Improvements Project – Phase II*
1st Street Streetscape
Letter of Recommendation and Certified Bid Tabulation
ALDOT Project No.: TAPAA-TA22(908)
TTL Project No. 20-10-001210.00

Bids were publicly opened for this project at 10:30 a.m. on March 28, 2023. As part of this project, there was one (1) alternate in addition to the base bid. Alternate No. A adds Permeable Pavers to all on-street parking bays like the existing streetscape on Main Avenue. Please see the attached certified bid tabulation.

The responsive and responsible low bidder based on the City accepting Base Bid plus Alternate No. A is Price Construction Co., Inc. There were no typographical or mathematical errors found in the responsive bids.

Base Bid + Alternate No. A: \$1,543,754.52

Due to the time sensitivity of the project, a letter of award should be completed to the Contractor to allow him to move forward with Sales and Use Tax Savings registration, Material Submittal process, etc. as soon as possible.

Please let us know if you have any questions or require further information.

Sincerely,
TTL, INC.

Frank E. Summers, PE
Vice-President

attachments: *Certified Bid Tabulation*
Cc: *Robert Hoggle, ALDOT – Local Transportation*
 File



City of Northport

Downtown Northport Sidewalk and Streetscaping

Improvements Project - Phase II

ALDOT Project No. TAPAA-TA22(908)

TTL Project No. 201001210.00

BID TABULATION FORM

BID OPENING: TUESDAY, MARCH 28, 2023 AT 10:30 A.M.



CERTIFICATE:

I, Franklin E. Summers, III, a Registered Professional Engineer in the State of Alabama and representing the firm of TTL, Inc., do hereby certify that to the best of my knowledge, the following Tabulation of Bids is true and correct.

Franklin E. Summers, III, P.E., Alabama Registration No. 25786



TTL Project No. 201001210.00

BID TABULATION FORM

BID OPENING: TUESDAY, MARCH 28, 2023 AT 10:30 A.M.

Price Construction

8000 Old Birmingham Highway

Peterson, AL. 35478

AL License No. 15839

Cornerstone Civil Contractors

5722 21st Street

Tusclaoosa, AL. 35401

AL License No. 39115

John Plott Company

2804 Rice Mine Road NE

Tuscaloosa, AL. 35406

AL License No. 9266

ELIGIBLE ITEMS										
Line No.	Item No.	Quantity	Unit	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	201A-002	1	Lump Sum	Clearing and Grubbing (Maximum Allowable Bid \$8,000/acre)(Approximately 2 Acres)	\$8,000.00	\$ 8,000.00	\$16,000.00	\$ 16,000.00	\$16,000.00	\$ 16,000.00
2	206C-000	21	Square Yard	Removing Concrete Sidewalk	\$10.00	\$ 210.00	\$50.00	\$ 1,050.00	\$24.85	\$ 521.85
3	206C-010	131	Square Yard	Removing Concrete Driveway	\$10.00	\$ 1,310.00	\$50.00	\$ 6,550.00	\$13.55	\$ 1,775.05
4	206D-002	69	Linear Foot	Removing Curb	\$10.00	\$ 690.00	\$20.00	\$ 1,380.00	\$7.56	\$ 521.64
5	206D-003	237	Linear Foot	Removing Curb and Gutter	\$15.00	\$ 3,555.00	\$20.00	\$ 4,740.00	\$9.69	\$ 2,296.53
6	206D-011	84	Linear Foot	Removing Fence	\$15.00	\$ 1,260.00	\$10.00	\$ 840.00	\$19.28	\$ 1,619.52
7	206E-058	4	Each	Removing Tree (Less Than 5 Inch)	\$500.00	\$ 2,000.00	\$100.00	\$ 400.00	\$444.50	\$ 1,778.00
8	206E-080	50	Each	Removing Existing Bollard (All Types)	\$100.00	\$ 5,000.00	\$35.00	\$ 1,750.00	\$88.76	\$ 4,438.00
9	210A-000	1200	Cubic Yard	Unclassified Excavation	\$90.00	\$ 108,000.00	\$25.00	\$ 30,000.00	\$39.29	\$ 47,148.00
10	210D-021	1230	Cubic Yard	Borrow Excavation (Loose Truckbed Measurement) (A4 or Better)	\$50.00	\$ 61,500.00	\$18.69	\$ 22,988.70	\$34.19	\$ 42,053.70
11	230B-000	3131	Square Yard	Roadbed Processing	\$1.00	\$ 3,131.00	\$1.45	\$ 4,539.95	\$1.91	\$ 5,980.21
12	305A-057	664	Cubic Yard	Crushed Aggregate, Section 825	\$100.00	\$ 66,400.00	\$113.00	\$ 75,032.00	\$120.25	\$ 79,846.00
13	401A-000	3137	Square Yard	Bituminous Treatment A	\$1.10	\$ 3,450.70	\$1.14	\$ 3,576.18	\$0.75	\$ 2,352.75
14	405A-000	474	Gallon	Tack Coat	\$4.95	\$ 2,346.30	\$5.12	\$ 2,426.88	\$5.72	\$ 2,711.28
15	408A-052	635	Square Yard	Planing Existing Pavement (Approximately 1.10" Thru 2.0" Thick)	\$11.00	\$ 6,985.00	\$11.38	\$ 7,226.30	\$12.70	\$ 8,064.50
16	424A-340	271	Ton	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	\$154.00	\$ 41,734.00	\$159.28	\$ 43,164.88	\$177.80	\$ 48,183.80
17	424B-635	291	Ton	Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B	\$141.00	\$ 41,031.00	\$145.63	\$ 42,378.33	\$162.56	\$ 47,304.96
18	424B-643	30	Ton	Superpave Bituminous Concrete Upper Binder Layer, Leveling, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B	\$159.00	\$ 4,770.00	\$163.83	\$ 4,914.90	\$182.88	\$ 5,486.40
19	424B-665	208	Ton	Superpave Bituminous Concrete Lower Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B	\$159.00	\$ 33,072.00	\$163.83	\$ 34,076.64	\$182.88	\$ 38,039.04
19A	517D-000	150	Linear Foot	Sidewalk Handrail	\$145.20	\$ 21,780.00	\$150.00	\$ 22,500.00	\$142.24	\$ 21,336.00
20	533A-128	525	Linear Foot	15" Storm Sewer Pipe (Class 3 R.C.)	\$150.00	\$ 78,750.00	\$192.00	\$ 100,800.00	\$199.71	\$ 104,847.75
21	533A-129	44	Linear Foot	18" Storm Sewer Pipe (Class 3 R.C.)	\$150.00	\$ 6,600.00	\$153.50	\$ 6,754.00	\$124.62	\$ 5,483.28
22	533A-130	12	Linear Foot	24" Storm Sewer Pipe (Class 3 R.C.)	\$250.00	\$ 3,000.00	\$180.00	\$ 2,160.00	\$255.40	\$ 3,064.80
23	600A-000	1	Lump Sum	Mobilization	\$50,000.00	\$ 50,000.00	\$150,000.00	\$ 150,000.00	\$178,631.00	\$ 178,631.00
24	610A-004	44	Square Yard	Loose Riprap, Class 2, 24" Thick	\$86.00	\$ 3,784.00	\$82.00	\$ 3,608.00	\$215.23	\$ 9,470.12
25	618A-000	1100	Square Yard	Concrete Sidewalk, 4" Thick	\$53.00	\$ 58,300.00	\$52.35	\$ 57,585.00	\$80.58	\$ 88,638.00
26	618B-003	132	Square Yard	Concrete Driveway, 6" Thick (Includes Wire Mesh)	\$76.00	\$ 10,032.00	\$109.20	\$ 14,414.40	\$75.57	\$ 9,975.24
27	621A-011	2	Each	Junction Boxes, Type 1 or 1P	\$4,850.00	\$ 9,700.00	\$4,958.00	\$ 9,916.00	\$5,219.38	\$ 10,438.76

28	621C-015	1	Each	Inlets, Type S1 or S3 (1 Wing)	\$7,630.00	\$ 7,630.00	\$10,700.00	\$ 10,700.00	\$9,964.84	\$ 9,964.84
29	621C-030	3	Each	Inlets, Type Special (Combination Inlet)	\$10,780.00	\$ 32,340.00	\$9,292.00	\$ 27,876.00	\$13,128.26	\$ 39,384.78
30	621J-000	1	Each	Connection to Existing Manhole	\$2,500.00	\$ 2,500.00	\$1,850.00	\$ 1,850.00	\$2,825.17	\$ 2,825.17
31	622A-001	1	Each	Manhole Covers Reset (Storm)	\$1,000.00	\$ 1,000.00	\$570.00	\$ 570.00	\$1,918.09	\$ 1,918.09
32	623A-001	180	Linear Foot	Concrete Gutter (Valley)	\$42.00	\$ 7,560.00	\$90.00	\$ 16,200.00	\$48.26	\$ 8,686.80
33	623B-002	146	Linear Foot	Concrete Curb, Type A	\$46.20	\$ 6,745.20	\$34.00	\$ 4,964.00	\$40.64	\$ 5,933.44
34	623C-000	1369	Linear Foot	Combination Curb & Gutter, Type C	\$26.40	\$ 36,141.60	\$28.50	\$ 39,016.50	\$30.48	\$ 41,727.12
35	650A-000	523	Cubic Yard	Topsoil	\$41.80	\$ 21,861.40	\$43.00	\$ 22,489.00	\$48.26	\$ 25,239.98
36	652A-100	1	Acre	Seeding	\$550.00	\$ 550.00	\$570.00	\$ 570.00	\$635.00	\$ 635.00
37	654A-006	2300	Square Yard	Solid Sodding (Myers Zoysia)	\$8.80	\$ 20,240.00	\$9.00	\$ 20,700.00	\$10.16	\$ 23,368.00
38	656A-010	1	Acre	Mulching	\$550.00	\$ 550.00	\$570.00	\$ 570.00	\$635.00	\$ 635.00
39	660B-001	146	Each	Vines, Trachelospermum Asiaticum (Asiatic Jasmine)	\$7.70	\$ 1,124.20	\$7.95	\$ 1,160.70	\$8.89	\$ 1,297.94
40	660C-000	13	Each	Shrubs, Abelia Grandiflora (Glossy Abelia)	\$36.30	\$ 471.90	\$37.50	\$ 487.50	\$41.91	\$ 544.83
41	660C-048	11	Each	Shrubs, Ilex Vomitoria Nana (Dwarf Yaupon Holly)	\$20.90	\$ 229.90	\$21.60	\$ 237.60	\$24.13	\$ 265.43
42	660C-091	8	Each	Shrubs, Osmathus Fragrans (Tea Olive)	\$201.30	\$ 1,610.40	\$208.00	\$ 1,664.00	\$232.41	\$ 1,859.28
43	660C-113	1	Each	Shrubs, Ilex Aquifolium x Cornuta (Nellie R. Stevens Holly)	\$913.00	\$ 913.00	\$944.00	\$ 944.00	\$1,054.10	\$ 1,054.10
44	660C-114	31	Each	Shrubs, Raphiolepis Indica "Ballerina" (Ballerina Indian Hawthorn)	\$22.00	\$ 682.00	\$23.00	\$ 713.00	\$25.40	\$ 787.40
45	660C-195	12	Each	Shrub, Muhlenbergia Capillaris (Pink Muhly Grass)	\$34.10	\$ 409.20	\$35.00	\$ 420.00	\$39.37	\$ 472.44
46	660D-094	10	Each	Trees, Quercus Phellos (Willow Oak)	\$605.00	\$ 6,050.00	\$625.00	\$ 6,250.00	\$698.50	\$ 6,985.00
47	660J-000	17	Cubic Yard	Plant Mulch	\$141.90	\$ 2,412.30	\$147.00	\$ 2,499.00	\$163.83	\$ 2,785.11
48	787A-000	1	Lump Sum	Irrigation System	\$23,100.00	\$ 23,100.00	\$23,892.00	\$ 23,892.00	\$43,825.00	\$ 43,825.00
49	665J-002	1137	Linear Foot	Silt Fence	\$4.00	\$ 4,548.00	\$4.75	\$ 5,400.75	\$1.50	\$ 1,705.50
50	665O-001	1137	Linear Foot	Silt Fence Removal	\$2.00	\$ 2,274.00	\$2.15	\$ 2,444.55	\$0.50	\$ 568.50
51	665P-005	7	Each	Inlet Protection, Stage 3 or 4	\$500.00	\$ 3,500.00	\$1,000.00	\$ 7,000.00	\$759.22	\$ 5,314.54
52	665Q-002	107	Linear Foot	Wattle	\$10.00	\$ 1,070.00	\$5.00	\$ 535.00	\$9.61	\$ 1,028.27
53	701G-249	879	Linear Foot	Solid White, Class 2, Type A Traffic Stripe	\$5.00	\$ 4,395.00	\$3.40	\$ 2,988.60	\$3.81	\$ 3,348.99
54	701G-250	70	Linear Foot	Solid White, Class 2, Type A Traffic Stripe (6" Wide)	\$5.00	\$ 350.00	\$3.40	\$ 238.00	\$3.81	\$ 266.70
55	701G-263	1562	Linear Foot	Solid Yellow, Class 2, Type A Traffic Stripe	\$5.00	\$ 7,810.00	\$3.40	\$ 5,310.80	\$3.81	\$ 5,951.22
56	703A-002	25	Square Foot	Traffic Control Markings, Class 2, Type A	\$20.00	\$ 500.00	\$11.50	\$ 287.50	\$12.70	\$ 317.50
57	729I-105	123	Linear Foot	Conduit, Underground, Non-Metallic, 4 Inch	\$13.75	\$ 1,691.25	\$14.22	\$ 1,749.06	\$15.88	\$ 1,953.24
58	729I-107	79	Linear Foot	Conduit, Underground, Non-Metallic, 6 Inch	\$17.93	\$ 1,416.47	\$18.54	\$ 1,464.66	\$20.70	\$ 1,635.30
59	740B-000	170	Square Foot	Construction Signs	\$13.00	\$ 2,210.00	\$8.50	\$ 1,445.00	\$9.53	\$ 1,620.10
60	740D-000	46	Each	Channelizing Drums	\$50.00	\$ 2,300.00	\$48.00	\$ 2,208.00	\$53.34	\$ 2,453.64
61	740F-002	7	Each	Barricades, Type III	\$325.00	\$ 2,275.00	\$290.00	\$ 2,030.00	\$323.85	\$ 2,266.95
62	756A-022	40	Linear Foot	4 Inch Electrical Conduit, 1 Line, Type 5 Installation	\$36.52	\$ 1,460.80	\$37.77	\$ 1,510.80	\$42.16	\$ 1,686.40
62A	761A-002	2	Each	Portable Changeable Message Sign	\$4,565.00	\$ 9,130.00	\$4,721.00	\$ 9,442.00	\$6,587.50	\$ 13,175.00
SUBTOTAL BID AMOUNT, ELIGIBLE BID ITEMS						\$ 855,442.62		\$ 898,600.18		\$ 1,051,492.78
NON-ELIGIBLE ITEMS					Price Construction		Cornerstone Civil Contractors		John Plott Company	
63	641A-612	17	Linear Foot	6 Inch Ductile Iron Water Main Laid (Includes Fittings)	\$300.00	\$ 5,100.00	\$186.00	\$ 3,162.00	\$195.49	\$ 3,323.33
64	641A-614	50	Linear Foot	8 Inch Ductile Iron Water Main Laid (Includes Fittings)	\$300.00	\$ 15,000.00	\$164.00	\$ 8,200.00	\$168.84	\$ 8,442.00
65	641D-500	2	Each	Fire Hydrant	\$6,000.00	\$ 12,000.00	\$7,116.00	\$ 14,232.00	\$7,907.45	\$ 15,814.90
LINE NO. 66 HAS BEEN REMOVED										
67	641J-516	1	EACH	6 Inch Gate Valve With Box	\$2,100.00	\$ 2,100.00	\$1,891.00	\$ 1,891.00	\$1,729.75	\$ 1,729.75
LINE NO. 68 HAS BEEN REMOVED										
69	641O-520	1	Each	8 Inch x 8 Inch Tapping Valve and Sleeve (Full Body)	\$9,666.00	\$ 9,666.00	\$7,973.00	\$ 7,973.00	\$8,882.09	\$ 8,882.09
70	641R-515	1	Each	1 Inch Water Meter and Box Reset	\$500.00	\$ 500.00	\$970.00	\$ 970.00	\$2,183.08	\$ 2,183.08
71	641R-520	1	Each	2 Inch Water Meter and Box Reset	\$1,000.00	\$ 1,000.00	\$1,642.00	\$ 1,642.00	\$3,502.95	\$ 3,502.95
72	654A-548	18	Linear Foot	8 Inch PVC Sanitary Sewer Gravity Pipe Laid	\$200.00	\$ 3,600.00	\$81.50	\$ 1,467.00	\$187.06	\$ 3,367.08
73	654A-550	476	Linear Foot	10 Inch PVC Sanitary Sewer Gravity Pipe Laid	\$200.00	\$ 95,200.00	\$105.00	\$ 49,980.00	\$170.02	\$ 80,929.52
74	645H-510	3	Each	48 Inch Manhole (Depth Varies)	\$5,000.00	\$ 15,000.00	\$5,872.00	\$ 17,616.00	\$5,503.34	\$ 16,510.02
75	645I-500	3	Each	48 Inch Manhole Unit	\$500.00	\$ 1,500.00	\$610.00	\$ 1,830.00	\$455.00	\$ 1,365.00
76	750Z-220	1	Lump Sum	Roadway Lighting	\$215,953.00	\$ 215,953.00	\$278,149.00	\$ 278,149.00	\$245,967.86	\$ 245,967.86
77	CON - 101	142	Linear Foot	Remove Existing Pipe	\$25.00	\$ 3,550.00	\$40.00	\$ 5,680.00	\$66.60	\$ 9,457.20

78	CON - 102	3	Each	Remove Existing Sign	\$500.00	\$ 1,500.00	\$156.00	\$ 468.00	\$146.31	\$ 438.93
79	CON - 103	2	Each	Remove/Reset Existing Sign	\$1,000.00	\$ 2,000.00	\$326.00	\$ 652.00	\$486.04	\$ 972.08
80	CON - 104	1	Each	Remove/Reset Existing Manhole at Finished Grade (APCO)	\$7,596.00	\$ 7,596.00	\$7,857.19	\$ 7,857.19	\$8,770.70	\$ 8,770.70
81	CON - 105	2	Each	Remove/Reset Existing Manhole at Finished Grade (AT&T)	\$7,365.00	\$ 14,730.00	\$7,958.38	\$ 15,916.76	\$8,503.61	\$ 17,007.22
82	CON - 106	1	Each	Remove/Reset Existing Transformer at Finished Grade (APCO)	\$2,696.00	\$ 2,696.00	\$2,901.20	\$ 2,901.20	\$3,113.09	\$ 3,113.09
83	CON - 107	3	Each	Remove/Reset Existing Terminating Cabinet at Finished Grade (APCO)	\$708.00	\$ 2,124.00	\$745.21	\$ 2,235.63	\$817.88	\$ 2,453.64
84	CON - 108	4	Each	Remove/Reset Existing Pedestal at Finished Grade (COMC)	\$913.00	\$ 3,652.00	\$1,052.40	\$ 4,209.60	\$1,053.78	\$ 4,215.12
85	CON - 109	3	Each	Remove/Reset Existing Telecommunication Vaults at Finished Grade (AT&T)	\$890.00	\$ 2,670.00	\$1,052.40	\$ 3,157.20	\$1,027.11	\$ 3,081.33
86	CON - 110	1	Each	Tie to Existing Transformer (APCO)	\$1,840.00	\$ 1,840.00	\$2,030.84	\$ 2,030.84	\$2,124.71	\$ 2,124.71
87	CON - 111	89	Each	Shrub, Distylium 'Cinnamon Girl' (Cinnamon Girl Distylium)	\$34.10	\$ 3,034.90	\$35.25	\$ 3,137.25	\$39.37	\$ 3,503.93
88	CON - 112	1	Each	2" Flush Assembly	\$2,000.00	\$ 2,000.00	\$2,495.00	\$ 2,495.00	\$2,725.33	\$ 2,725.33
89	CON - 113	1	Each	24" Concrete Headwall	\$3,300.00	\$ 3,300.00	\$2,100.00	\$ 2,100.00	\$4,313.94	\$ 4,313.94
SUBTOTAL BID AMOUNT, NON-ELIGIBLE BID ITEMS						\$ 427,311.90		\$ 439,952.67		\$ 454,194.80
TOTAL BASE BID						\$1,282,754.52		\$1,338,552.85		\$1,505,687.58

CUMULATIVE ALTERNATE A					Price Construction		Cornerstone Civil Contractors		John Plott Company	
1A	CON - 114	1044	Square Yard	Alternate No. 1: Permeable Paver On-Street Parking (Includes all Additional Earthwork, Stone Subgrade (All Sizes), Band Curb, Filter Fabric, and Underdrain Piping & Fittings, Etc.)(See Details)	\$250.00	\$ 261,000.00	\$237.16	\$ 247,595.04	\$276.20	\$ 288,352.80
TOTAL ADDITIVE AMOUNT FOR CUMULATIVE ALTERNATE A						\$ 261,000.00		\$ 247,595.04		\$ 288,352.80
TOTAL BID AMOUNT, BASE BID PLUS CUMULATIVE ALTERNATE A						\$1,543,754.52		\$1,586,147.89		\$1,794,040.38

ENVELOPE ADJUSTMENT		\$ -		\$ -		\$ -
TOTAL BID AMOUNT		\$1,282,754.52		\$1,338,552.85		\$1,505,687.58
CUMULATIVE ALTERNATE A		\$261,000.00		\$247,595.04		\$288,352.80
PROJECT BID TOTAL		\$ 1,543,754.52		\$ 1,586,147.89		\$ 1,794,040.38
PROJECT BID TOTAL AS SHOWN ON BID PROPOSAL FORM		\$ 1,543,754.52		\$ 1,586,147.89		\$ 1,794,040.38



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: April 17, 2023

SUBJECT: Resolution Authorizing Water Service Outside of City Limits for Property Located at 12753 Bone Camp Road

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: Ron Davis

Summary:

Mr. David Hernandez has property located at 12753 Bone Camp 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 majority consent of the city council. The staff recommends this access be allowed. Per city code, 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. Daid Hernandez for property located at 12753 Bone Camp Road, pursuant to the conditions in the resolution.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS FOR
PROPERTY LOCATED AT 12753 BONE CAMP ROAD**

WHEREAS, Mr. David Hernandez, has property located at 12753 Bone Camp Road, and has requested that he be allowed to obtain water from the City of Northport for this property; and

WHEREAS, Mr. Hernandez 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 agrees to provide water service to the property located at 14410 Bone Camp Road, Northport, AL, by majority 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: April 17, 2023
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: April 17, 2023

SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with Southeast Appraisals for As Needed, As Requested Appraisal Services

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting that the City Council authorize the City Administrator to execute a contract with Southeast Appraisals for as needed, as requested appraisal services.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54303 Amount: \$ 25,000.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a contract with Southeast Appraisals for as needed, as requested appraisal services.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
CONTRACT WITH SOUTHEAST APPRAISALS FOR AS NEEDED, AS REQUESTED
APPRAISAL SERVICES**

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute a contract with Southeast Appraisals for as needed, as requested appraisal services; and,

WHEREAS, the fiscal impact for the City for this contract will be \$25,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to execute a contract with Southeast Appraisals in the amount of \$25,000.00 for as needed, as requested appraisal services.

RESOLVED AND DONE THIS 17th DAY OF April 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: April 17, 2023

Motion:

Second:



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

AGENDA ITEM NO. 9.b.9.

MEETING DATE: April 17, 2023

SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with Dirt Coaster Consulting, LLC for Consulting Services and Master Plan for the Adventure Park

Unfinished Business:

New Business: x

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting that the City Council authorize the City Administrator to execute a contract with Dirt Coaster Consulting, LLC for consulting services and master plan for the adventure park. The fiscal impact for the City for the consulting services will be \$20,000 or 3% of the project total, whichever is greater and for the master plan will be \$20,000. The proposal is attached.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54005 Amount: \$ 40,000

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a contract with Dirt Coaster Consulting, LLC for consulting services and master plan for the adventure park.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
CONTRACT WITH DIRT COASTER CONSULTING, LLC FOR CONSULTING
SERVICES AND MASTER PLAN FOR THE ADVENTURE PARK**

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute a contract with Dirt Coaster Consulting, LLC for consulting services and master plan for the adventure park; and,

WHEREAS, the fiscal impact for the City for consulting services will be \$20,000 or 3% of the project total, whichever is greater and for the master plan will be \$20,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to execute a contract with Dirt Coaster Consulting, LLC for consulting services and master plan for the adventure park. The estimated total for this contract will be \$40,000.

RESOLVED AND DONE THIS 17th DAY OF APRIL 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: April 17, 2023

Motion:

Second:

City of Northport

OWNERS REPRESENTATIVE & MASTER PLAN PROPOSAL

Consulting services and creation of the Mountain Bike Park Master Plan, to be provided to City of Northport by Dirt Coaster Consulting, LLC (“DCC”).



Proposal Overview

Through the partnership with Dirt Coaster Consulting, the City of Northport will have the expertise and experience to drive their vision of a new, modern mountain bike trail system in Alabama. With this collaboration, Northport will attract the most potential bikers increasing overall usage and visitation to the park.



Why Dirt Coaster Consulting

With over 45 years of mountain bike trail experience, the professionals at Dirt Coaster Consulting (DCC), first and foremost have a passion for mountain biking and promoting the sport to all. This passion has led to the development of one of the first mountain bike park systems in Louisiana, Bogue Chitto State Park. The professionals developed the park in connection with Louisiana State Parks and oversaw every facet of the development. Bogue Chitto is a huge success and has exceeded everyone's expectation by attracting people from all over the country and even internationally. After only the first year Bogue Chitto Bike Park was opened, the number of visitors to this State Park has increased by over 50,000 visitors. Recently, a [YouTube video](#) (produced by DCC) was created on the park and has already received over 11,000 views. These dramatic increases are directly related to the professional team that worked with the park from the beginning planning phase, through the bid process and contract negotiations, all the way to the trail construction and maintenance.

DCC has had tremendous success as an owner's representative, filling the void of owners being represented by mountain bike professionals during the construction of a new project. The expertise that DCC brings has made the process of public entities creating successful mountain bike parks, easier and more efficient. DCC continues to work as a consultant for various trail systems in the Southeast to develop successful mountain bike parks that attract visitors. Finally, DCC has a vast network of relationships in the industry, which can be leveraged to ensure the project gets the maximum amount of attention by qualified trail builders. Thus, DCC is uniquely positioned to help your project achieve its potential.



Proposal

Utilize the experience of the DCC professionals to maximize the funds allocated to the City of Northport's mountain bike trail and to ensure the process runs smoothly and efficiently.

A. Scope of Services (Consulting) - \$20,000 or 3% of project cost*:

- Act as the owner's representative during the project
- Actively promote and use all resources to help attract the most potential bidder to the Project.
- Review and suggest changes to the Master Plan (if applicable).
- Review and give samples of a Sign Plan.
- Consult with the park and the winning bidder during preconstruction meetings.
- Consult with staff during the construction process.
- Work with chosen vendors to assure the vision of the master plan is implemented and executed.
- Consult with staff on ongoing phase development.
- Suggest additional funding sources for the project and future phases.

* Consulting services to be provided at a cost of \$20,000 or 3% of overall total project cost, whichever is greater.

B. Scope of Services (Master Plan) - \$20,000:

Create a master plan for the mountain bike park that will include:

1. Overview:
 - i. Introduction & Project background and goals
 - ii. Project Site
 - iii. Trail & Amenity Types
 - iv. IMBA Trail Difficulty Rating System
2. Design:
 - i. Park/Trail Design and Layout
 - ii. Overall Park Design
 - iii. Overall Trail Design and Layout
 - iv. Individual elements
3. Mapping:
 - i. Integration of existing and planned elements
4. Construction:

- i. Construction
 - ii. Equipment considerations
 - iii. Various elements/features
5. Risk Management Elements:
 - i. Safety and Risk Management
 - ii. Sign Design
6. Section seven: Conclusion

C. Informational Meetings and Onsite Visits include:

- Consultants will meet with park management and staff via webcam or in-person, as necessary.
- Consultants will conduct onsite visits to ensure project is on track and trails are following the outlined plans.
- Consultants will meet with local riders to assist with the creation of a managing group to oversee the ongoing trail maintenance and riding events.
- Consultant to make recommendations and to provide implementation strategies related to park events and activities.



Additional DCC Consultant's Professional Background (non-mountain biking related)

Toby Cortez: Managing Director in Stifel's Baton Rouge office with over 25 years of public finance experience. During his career as an investment banker, he has participated in bringing billions of dollars to the capital markets for numerous clients. During his tenure in public finance, he has maintained a focus in transactions for higher education, housing, not-for-profit, K-12 and local government issuers. In addition to serving as lead banker on transactions for a variety of issuers, his experience has been multi-faceted, including financial analysis, debt structure and modeling and institutional sales while managing a variable rate platform for a regional investment banking firm. He has also delivered numerous presentations on various topics related to P3's. Mr. Cortez received his undergraduate degree and Master of Business Administration from Southeastern Louisiana University and maintains the Series 7, 50, 63 and 79 licenses. Mr. Cortez is also active in philanthropic work, including holding the chairman position for the Southeastern Louisiana University foundation, which manages over \$80 million, and continues to hold the position of Trail Development Coordinator with the NorthShore Off-road Bicycling Association.



Nina Rogers: Senior Account Executive at NextGen Healthcare, a Fortune 500 company based in Atlanta, GA. In a leadership sales role, Mrs. Rogers has developed and nurtured the relationships of C-level executives in the healthcare space. Her work with these hospitals and clinics is to develop plans and strategize on future opportunities, to meet the goals of their practices. With a background in art and an undergraduate degree in Information Systems from Kennesaw State University, she uses her skills to create images and presentations that win over her clients and her comrades alike. Mrs. Rogers recently won the prestigious sales award, President's Club at NextGen, while currently holding two board positions in her local mountain bike community. She holds the Public Relations position with the Baton Rouge Area Mountain Bike Association (BRAMBA) and a similar role with the Northshore Off-Road Bicycling Association (NORBA). Mrs. Rogers is also part owner and coach with Dirt Coaster Consulting.

Professional References

Brandon Burris
Assistant Secretary Louisiana State Parks
1051 N 3rd Street
Baton Rouge, LA 70804-4426
225-342-8111

Preston York
Flowmotion Trailbuilders
75 Scarborough Ln.
Anniston, AL 36207
256-591-5506

Hobie King
Owner RideBHM
2800 Portofino Dr.
Birmingham, AL 35211

James Ramsaur
Director Lincoln Parish Park
211 Parish Park Rd.
Ruston, LA 71270
318-251-5156

Tony Frickey
Director Bogue Chitto State Park
17049 State Park Blvd.
Franklinton, LA 70438
985-222-5256



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

AGENDA ITEM NO. 9.b.10.

MEETING DATE: April 17, 2023

SUBJECT: Resolution Allocating Funds from the sale of Public Works Equipment into the Capital Budget

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 requests approval of a resolution authorizing the Finance Department to deposit funds from the sale of equipment that has reached its useful life at the auction into the Capital Budget line item 01-37-600-80000 – Capital Equipment in the amount of \$41,400.00 to purchase a Kubota Excavator.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-600-80000 Amount: \$41,400.00

Motion for Consideration:

Approval of the Consent Agenda will approve this deposit in the amount of \$41,400.00 to the Capital Budget.

RESOLUTION NO 23-_____

**RESOLUTION ALLOCATING FUNDS INTO THE CAPITAL BUDGET FROM SALE OF PUBLIC
WORKS EQUIPMENT FOR PURCHASE OF A KUBOTA EXCAVATOR**

WHEREAS, on April 3, 2023, the Department of Public Works received \$41,400.00 from the sale of equipment that has reached its useful life at the auction,

WHEREAS, Public Works requests the funds from the sale to be allocated to the Capital Budget line item by the Finance Department,

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

- 1) That the City approve resolution authorizing the Finance Department to deposit funds into the Capital Budget line item.

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



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

AGENDA ITEM NO. 9.b.11.

MEETING DATE: April 17, 2023

SUBJECT: Resolution ALDOT Cooperative Maintenance Agreement of Public Right-of-Way

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Brooke Starnes

Summary:

Attached is a Resolution authorizing the City Administrator to execute a Cooperative Maintenance Agreement with the Alabama Department of Transportation (ALDOT) for the maintenance of the right-of-way within the city limits of Northport along portions of AL-13 and AL-6. Under the agreement, the city is required to pick-up litter and mow the right-of-way four times per year at \$13,480.73 per cycle.

Historically, the Public Works Department mows the right-of-way much more frequently than the four times per year requirement; all in an effort to keep Northport's appearance attractive for our citizens and visitors.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-40212 - Revenue

Amount: \$53,922.96 income from ALDOT

Motion for Consideration:

Approval of the Consent Agenda will approve this revenue in the amount of \$53,922.96 to The City of Northport.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH THE
ALABAMA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF THE PUBLIC
RIGHT-OF-WAY ALONG PORTIONS OF AL-13 AND AL-6**

WHEREAS the City Council is of the opinion that it is in the best interest of the citizens of the City of Northport that the right-of-way along AL-6 from mileposts 42.600 to 47.850 and AL-13 from mileposts 195.561 to 203.046 be maintained in such a manner as to present a positive image of the City to its visitors and citizens alike; and;

WHEREAS the maintenance of this right-of-way will require the city to pick up the litter along right-of-way and mow the grass along at least four times a year, and;

WHEREAS the Alabama Department of Transportation will pay the City of Northport \$13,480.73 per cycle for providing right-of-way mowing and litter collection along AL-6 and AL-13 within the above referenced mileposts

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

- 1) That the City Administrator is hereby authorized to execute this maintenance agreement with the Alabama Department of Transportation for the maintenance of the right-of-way along portions of AL-6 and AL-13 within the City of Northport limits for 2023.

RESOLVED AND DONE this the ____ day of April, 2023.

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

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE
OF PUBLIC RIGHT OF WAY WITH REIMBURSEMENT

County Tuscaloosa

Route Number AL-6, AL-13

Milepost 42.600-47.850, 195.561-203.046

Resolution Number _____

Associated Permits and/or Documents _____

FOR OFFICIAL USE ONLY

DATE RECEIVED FROM APPLICANT: ____/____/____

PERMIT NUMBER: _____

THIS AGREEMENT, entered into this the 24 day of March, 2023, between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and City of Northport herein referred to as the APPLICANT in an effort to secure a more pleasing appearance on the roadside between AL-6, AL-13 between the mileposts listed above including ramps, intersections, medians, and areas behind curbs to the right-of-way limits.

_____ on Route 6, 13, the APPLICANT agrees to maintain the vegetative cover on the right-of-way by means of mowing with a flail or rotary mower and hand trimming such that a clean and attractive appearance is obtained. Mowing operations shall be conducted when the height of the vegetative cover reaches 6 inches and rescheduled in accordance with the planned frequency. In the event that shrubs and/or minor trees are planted within the area, trimming around the plant materials shall be done in conjunction with mowing to obtain a clean and attractive appearance. Clippings or other incidental debris (such as branches, trash, etc.) shall be removed if mounding of the clippings or other incidental debris occurs.

In accepting the above, ALDOT and the APPLICANT agree to do the following:

1. The APPLICANT will see that adequate sight distances are maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.
2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations. All traffic control shall be the responsibility of the applicant and be in accordance with the latest version of the MUTCD currently in use by ALDOT.
3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT's responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, branches, mounds of clippings or plant debris of any kind or any other material on the shoulders of pavement and in the case of multi-lane highways, in the median. The pavement will be kept free from waste (clippings, mud and other debris) and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city or municipality.

8. The APPLICANT will provide litter pick up as needed to insure a pleasing appearance along the roadside.

9. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

10. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.



If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

☐

If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

☐

If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

11. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

12. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

13. The APPLICANT may perform adequate dressing and street sweeping on the routes included in this agreement which have curbs and gutters, maintaining a clean and attractive appearance of the roadway. If street sweeping is conducted, gutters shall be kept free of debris.

14. The APPLICANT shall provide a minimum of 4 mowing cycle(s) per year. Additional cycles will be at the discretion and expense of the APPLICANT. ALDOT will provide payment of \$ 13,480.73 per cycle which includes all work covered by this agreement. The total payment shall not exceed the total of \$ 53,922.96 for services provided. The APPLICANT shall supply ALDOT a schedule of cycle dates for the proposed routes listed in item 15. In addition, the APPLICANT shall notify ALDOT in writing 2 days prior to commencement of cycle and within one day of the completion of a cycle. ALDOT shall accept/decline the mowing cycle on each route in writing within 3 days of the APPLICANT completing that route. The first payment may be requested by the APPLICANT on or after May 1, 2023, after completion of the first mowing cycle. The final payment may be requested by the APPLICANT on or after September 1, 2023, at the completion of the final mowing cycle.

15. The routes and work limits included in this agreement are listed as follows (use attachment for additional routes as necessary):

ROUTE	DESCRIPTION	MP BEGIN	MP END
AL-6	right-of-way between referenced mileposts	42.600	47.850
AL-13	right-of-way between referenced mileposts	195.561	203.046

16. The term of this Agreement shall be for a period of one year, commencing on the 1st day of May, 2023, and ending on the 30th day of April, 2024.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the _____ day of _____, 20____.

SEAL

ATTEST:

Legal Name of Applicant

Signature

By:

Authorized Signature for Applicant

Typed or Printed Name

Typed or Printed Name of Signee

Title

Title of Signee

FOR OFFICIAL USE ONLY

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AS TO CONTENT AND FORM:

BY:

Chief Counsel (Printed)

Signature

Date

RECOMMENDED FOR APPROVAL:

DISTRICT:

Printed Name

Signature

Date

AREA:

Printed Name

Signature

Date

REGION:

Printed Name

Signature

Date

DEPUTY
DIRECTOR, :
OPERATIONS

Printed Name

Signature

Date

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

Transportation Director

Date

The forgoing agreement is hereby approved by the Governor of the State of Alabama this _____ Day of _____, 20____.

GOVERNOR OF ALABAMA



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

AGENDA ITEM NO. 9.b.12.

MEETING DATE: April 17, 2023

SUBJECT: Resolution authorizing the City Administrator to negotiate offer(s) for properties located on 9th Street/Bridge Avenue to facilitate relocation of City Facilities

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Glenda Webb

Summary:

The City of Northport is in the early planning stages of relocating certain City facilities. The Department respectfully requests authorizing the City Administrator to negotiate offers for properties located on 9th Street/Bridge Avenue to facilitate the relocation of said facilities.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

GL Code No. 01-45-000-54101 Amount: Not known at this time

Motion for Consideration:

I move the adoption of a resolution authorizing the City Administrator to negotiate offer(s) for properties on 9th Street/Bridge Avenue to facilitate relocation of City facilities.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE OFFER(S)
FOR PROPERTIES ON 9TH STREET/BRIDGE AVENUE TO FACILITATE RELOCATION
OF CITY FACILITIES**

WHEREAS, the City of Northport is in the early stages of relocating certain City facilities; and

WHEREAS, the relocation requires the acquisition of certain property on or around 9th Street and Bridge Avenue.

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

1. That the City Administrator is hereby authorized to negotiate offer(s) for certain properties on or around 9th Street and Bridge Avenue to facilitate relocation of said City facilities.

RESOLVED AND DONE THIS 17th DAY OF APRIL, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: April 17, 2023

Motion By:

Second By:



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

AGENDA ITEM NO. 9.b.13.

MEETING DATE: April 17, 2023

SUBJECT: Resolution Awarding the Contract for the Rice Mine Road Storm Drainage Structure Improvements to One Call Services of Alabama, LLC

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

Bids were opened on March 14, 2023 for the Rice Mine Road Storm Drainage Structure Improvements project. One Call Services of Alabama, LLC was the lowest responsive and responsible bidder with a total bid of \$528,150.00.

Recommendation:

I recommend that this contract be awarded to One Call Services of Alabama, LLC.

Funding Source/GL Code:

GL Code No. 01-45-000-54303 Amount: \$528,150.00

Motion for Consideration:

I move to adopt the attached resolution awarding One Call Services of Alabama, LLC the contract to complete the Rice Mine Road Storm Drainage Structure Improvements.

RESOLUTION NO 23-

**RESOLUTION AWARDING THE CONTRACT FOR THE
RICE MINE ROAD STORM DRAINAGE STRUCTURE IMPROVEMENTS**

WHEREAS, on March 14, 2023, bids were received for the Rice Mine Road Storm Drainage Structure Improvements; and,

WHEREAS, the lowest responsible bidder meeting specifications was One Call Services of Alabama, LLC with a bid of \$528,150.00.

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

- 1) That the City Council award the bid to the bidder meeting specifications and having the lowest bid as shown on the bid tabulation attached as “Exhibit A”, and
- 2) That the City Administrator is hereby authorized to execute an agreement with One Call Services of Alabama, LLC for the completion of the Rice Mine Road Storm Drainage Structure Improvements and to approve all purchase requisitions related to this project in accordance with said bid.

RESOLVED AND DONE this 17th day of April 2023.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: April 3, 2023 TABLED
Motion By: Wiggins
Second By: Bobo
Reading: April 17, 2023
Motion By:
Second By:



Exhibit A



CERTIFIED TABULATION OF BIDS

Project Name

Rice Mine Road Storm Drainage Structure Improvements

Bid Opening

March 14, 2023 at 10:00 a.m.

Engineer

Duncan Coker Associates, P.C.
302 Merchants Walk, Suite 250
Tuscaloosa, AL 35406

Bid Location

Northport City Hall
3500 McFarland Boulevard
Northport, AL 35476

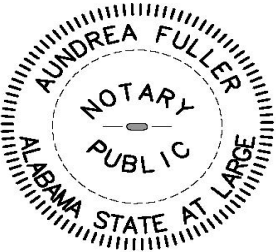
BIDS SHALL BE VALID FOR: Forty-five (45) Consecutive Calendar Days
CONSTRUCTION DURATION: Thirty (30) Consecutive Calendar Days

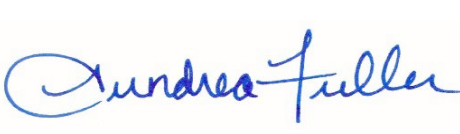
CONTRACTOR				One Call Services of Alabama, LLC	
				1001 30th Avenue	
				Northport, AL 35476	
				GC License # 53019	
Addenda #1 & #2				☒ Yes ☐ No	
LICENSE # ON ENVELOPE				☒ Yes ☐ No	
BONDING COMPANY OR BID DEPOSIT				Merchants National Bonding, Inc.	
Item No.	Estimated Quantity	Unit	Description	Unit Price	Total
1	1	l.s.	Mobilization & Demobilization	\$ 18,000.00	\$ 18,000.00
2	1	l.s.	Demolition, Clearing & Grubbing	\$ 6,000.00	\$ 6,000.00
3	300	c.y.i.p.	Excavation & Off-Site Disposal of Material Within Temporary Shoring	\$ 70.00	\$ 21,000.00
4	50	c.y.i.p.	Topsoil	\$ 50.00	\$ 2,500.00
5	400.0	s.y.	Solid Sod	\$ 18.00	\$ 7,200.00
6	300	l.f.	Type "A" Silt Fence	\$ 6.50	\$ 1,950.00
7	1	each	Construction Exit Pad	\$ 5,500.00	\$ 5,500.00
8	1	l.s.	Stormwater BMP Maintenance	\$ 2,000.00	\$ 2,000.00
9	1	each	Storm Drainage Structure Modifications, Junction Box (Including Temporary Shoring)	\$ 295,000.00	\$ 295,000.00
10	800	ton	ALDOT Section 801, No. 57 Crushed Aggregate (Excavation Backfill)	\$ 60.00	\$ 48,000.00
11	40	l.f.	24" Combination Curb & Gutter	\$ 100.00	\$ 4,000.00
12	40	s.y.	Concrete Sidewalk	\$ 150.00	\$ 6,000.00
13	40	s.y.	Concrete Valley Gutter (Size Varies)	\$ 100.00	\$ 4,000.00
14	600	s.y.	Crushed Aggregate Base, ALDOT #825 Type "B" (6" Compacted Thickness)	\$ 20.00	\$ 12,000.00
15	200	s.y.	Bituminous Concrete Binder Layer, ALDOT 424B, 3/4" Maximum Aggregate Size Mix, 6" Compacted Thickness	\$ 52.00	\$ 10,400.00
16	400	s.y.	Bituminous Concrete Binder Layer, ALDOT 424B, 3/4" Maximum Aggregate Size Mix, 2" Compacted Thickness	\$ 20.00	\$ 8,000.00
17	600	s.y.	Bituminous Concrete Wearing Surface Layer, ALDOT 424A, 3/8" Maximum Aggregate Size Mix, 1" Compacted Thickness, Including Trackless Tack Coat	\$ 18.00	\$ 10,800.00
18	1	l.s.	Traffic Signal Modifications	\$ 15,000.00	\$ 15,000.00
19	1	l.s.	Traffic Control	\$ 15,000.00	\$ 15,000.00
20	400	l.f.	Temporary Construction Fencing (Includes Two Gates)	\$ 77.00	\$ 30,800.00
21	1	l.s.	Temporary Wayfinding Signage for Convenience Store Access (Allowance)	\$ 5,000.00	\$ 5,000.00
TOTAL BASE BID				\$	528,150.00

I CERTIFY THAT THE ABOVE BIDS WERE ADVERTISED, RECEIVED SEALED, AND WERE PUBLICLY OPENED AND READ ALOUD AT THE TIME AND PLACE INDICATED AND THAT THIS IS A TRUE AND CORRECT TABULATION OF ALL BIDS RECEIVED FOR THIS PROJECT. I RECOMMEND AWARD OF THE CONTRACT FOR CONSTRUCTION TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER AS SHOWN ABOVE, SUBJECT TO AVAILABLE FUNDS, THE INSTRUCTIONS TO BIDDERS, AND ANY APPLICABLE LAW(S).

Sworn to and subscribed before me this the 14th day of March, 2023.


James Duncan, Jr., PE, PLS, LEED AP
President
Duncan Coker Associates, P.C.




Aundrea Fuller
My Commission Expires: July 26, 2026



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

AGENDA ITEM NO. 9.b.14.

MEETING DATE: April 17, 2023

SUBJECT: Resolution Authorizing the City Administrator to Execute the Master Services Agreement with TTL, Inc. for the Warrior Sports and Recreation Complex Projects

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting that the City Council authorize the City Administrator to execute the Master Services Agreement with TTL, Inc. for the Warrior Sports and Recreation Complex Projects. The agreement is attached.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54002 Amount: \$ 330,000

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute the Master Services Agreement with TTL, Inc. for the Warrior Sports and Recreation Complex Projects.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE
MASTER SERVICES AGREEMENT WITH TTL, INC FOR THE WARRIOR SPORTS
AND RECREATION COMPLEX PROJECTS**

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute the Master Services Agreement with TTL, Inc. for the Warrior Sports and Recreation Complex Projects; and,

WHEREAS, the fiscal impact for the City for this agreement will be \$330,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to execute the Master Services Agreement with TTL, Inc. in the amount of \$330,000 for the Warrior Sports and Recreation Complex Projects.

RESOLVED AND DONE THIS 17th DAY OF April 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: April 17, 2023

Motion:

Second:



3516 Greensboro Avenue
Tuscaloosa, AL 35401
205.345.0816
www.ttlusa.com

April 11, 2023

Ms. Tera Tubbs, P.E.
City Engineer
City of Northport
3500 McFarland Boulevard
Northport, AL 35476

**RE: *Master Services Agreement
The City of Northport Warrior Sports and Recreation Complex
at the Bridge District
City of Northport, Alabama***

Dear Tera:

We are writing to provide a Scope of Services for a Master Services Agreement (MSA) for professional services for the above referenced project. The proposed scope of services to be provided includes project management, environmental and permitting services, design phase services, and bid and construction phase services for the City of Northport Warrior Sports and Recreation Complex at the Bridge District. The following contains a general location of the development and the proposed scope of services.

Warrior Sports and Recreation Complex

This proposed Warrior Complex development is located at the existing City owned Kentucky Park and includes areas surrounding the wastewater treatment plant. The development area includes property to the west of existing Kentucky Park formerly owned by The Friends of Northport that is located between Mill Creek and existing Kentucky Park and is bordered to the north by 5th Street, and to the south by City owned property. The Warrior Complex development area also includes the Levee Walk trail head and the Levee Walk to the east of Oliver Dam Road including additional City owned property on the north and south sides of the Levee Walk. This area is bordered by the Black Warrior River and the railroad right-of-way and is accessible from River Street right-of-way. The development area will also include leased property with the U.S. Army Corps of Engineers (USACE) allowing connectivity to and including the existing boat landing and property west of the boat launch along the Black Warrior River. There will be park connectivity to the Farmer's Market and Van de Graff Park through Friends of Northport property. The project area also includes buffer areas along existing 5th Street, Oliver Dam Road, and 30th Avenue. The total development area is approximately 300 acres.

The master services agreement tasks as previously listed has been further developed and detailed below establishing the scope of services for each task for the consultant and/or subconsultant.

TASK NO. 1 SCOPE OF SERVICES

Project Management

The objective of Task Order Directive One (TOD 1) is to provide the City with professional support services associated with implementation of the master plan developed for the Warrior Sports and Recreation Complex. Generally, this task may include various services for all phases of project development including pre-design, permitting, design, bid phase, construction phase, and project closeout.

The CONSULTANT and its subconsultants will assist the City with planning, engineering, architecture, landscape architecture, and other professional services to manage overall development of the complex. This will include assisting with definition of the various project and project phase scope of works and design criteria. This task may also include assisting the City with development of Requests For Qualifications (RFQ) for other consultants, coordination and management of other consultants contracted directly by the City, and overall coordination for development of the master plan.

The CONSULTANT will provide research and evaluation of additional areas and/or revisions of previously established recreational plan to meet anticipated budgets for implementation. This task will include coordination and assistance for potential funding sources to be applied to the development of projects or portions of projects identified by the City from the master plan.

The CONSULTANT will provide to the City as requested additional due diligence and concept development services such as concept refinement, subsurface exploration, topographic and boundary surveying, mapping, studies, etc. associated with project planning and with requirements of potential funding sources including public or private grants.

The CONSULTANT will be responsible for direct management of other consultants including, but not limited to, specialty consultants for operations planning, technology infrastructure planning, advertisement/marketing, studies required by governing agencies, etc. This direct management may include consultants for adjacent projects for overall coordination. This task will include review of the scope of services, monitoring of project progress relative to the scope and coordinated project schedules, evaluation and recommendation of payment of invoices, etc.

The CONSULTANT will assist the City with development and maintenance of a project schedule that includes the various phases of development. The schedule will be maintained and updated based on information determined by the CONSULTANT, the City, coordinating agency requirements, and the timeline of other City consultants. Periodically and as otherwise necessary, the CONSULTANT will conduct progress meetings with City staff, other City consultants, and other cooperating agencies. The CONSULTANT will attend City meetings to provide schedule progress reports as requested.

The CONSULTANT will assist the City with development and maintenance of an overall project budget based on preliminary opinion of costs and updated as project phases are awarded and completed. Periodically and as otherwise necessary, the CONSULTANT will conduct progress meetings with City staff, other City consultants, and other cooperating agencies. The CONSULTANT will attend City meetings to provide budget progress reports as requested.

The CONSULTANT will provide services associated with possible additional property acquisition upon establishment of the project design and review of existing property boundaries, easements, and rights-of-way. This task will include development of parcel tract sketches and legal descriptions for property acquisition, easements, and temporary construction easements by the City. This task may also include assisting with additional site selection services.

TASK NO. 2 SCOPE OF SERVICES

Environmental and Permitting Services

The objective of Task Order Directive Two (TOD 2) is to provide the City with professional support associated with environmental and permitting services. Generally, this task includes site and document review, site assessment, project scope considerations, and consultation with relevant agencies requiring coordination, documentation, and permitting for implementation of the proposed Warrior Sports and Recreation Complex master plan.

The CONSULTANT will assist the City with relevant permit planning, permit submissions, and alternative evaluations beginning with concept development phases through project completion. This task will include identification of permitting requirements, required environmental analysis, development of estimated mitigation requirements and costs, etc.

The CONSULTANT will assist the City with project agency coordination with the United States Army Corps of Engineers (USACE) in development of the property lease agreement between the City and the USACE. This will also include associated reviews and studies required to finalize the lease agreement. The associated reviews may include additional agency coordination with the Alabama Department of Environmental Management (ADEM), United States Fish & Wildlife Service (USFWS), Alabama Historic Commission (AHC), and others as identified during project development. The CONSULTANT will attend City briefings and meetings to provide progress reports related to permitting processes.

The CONSULTANT will complete environmental reviews and assessment(s) including preparation of National Environmental Policy Act (NEPA) documentation if required for certain funding agreements. The CONSULTANT will complete associated studies for such documentation including, but not limited to, aquatic resource delineations, protected species assessments, cultural resource surveys, hazardous materials surveys, noise studies, air studies, mitigation planning, and implementation of remedial measures.

The CONSULTANT will assist the City with environmental permit applications including services which may be directly associated with the preparation or submittal of the documents. This will include coordinating and leading agency meetings regarding applications, developing and presenting at public meetings, USACE permit applications, ADEM permit applications, preparation of public comment responses, etc.

The CONSULTANT will be responsible for direct management of other specialty environmental consultants as may be required for permit and/or funding applications and reviews. These may include archaeology, architectural history, biology, ecology, planning, asbestos, and economics.

TASK NO. 3 SCOPE OF SERVICES

Design Phase Services

The objective of Task Order Directive Three (TOD 3) is to provide the City with professional design services for development of contract documents for the Warrior Sports and Recreation Complex Master Plan. Generally, the design services provided will include preliminary and final design stages for development of contract documents including plans and specifications needed for procurement of contractors for various project construction phases.

The CONSULTANT will perform topographic and boundary surveys for use in development of design and contract documents. This task will be performed in coordination with other professionals including the architect, landscape architecture, etc. to develop detailed construction plans and contract documents for the bidding of selected projects for construction.

The CONSULTANT will provide engineering design services for the complex. Each complex project may require multiple design phases and associated bid packages as directed by the City depending on the schedule and funding sources. The design services will include development of plans required for all roadway and parking improvements, grading improvements, paving, signing and striping improvements, pedestrian facilities, storm drainage improvements, stormwater detention and water quality improvements (if any), sanitary sewer collection, water distribution and fire protection improvements, street/site lighting and CCTV improvements, athletic and community facilities, support structures (maintenance, pavilions, restrooms), erosion control improvements, traffic control, and open spaces.

The CONSULTANT will provide utility coordination and design services for relocation, and/or construction of private utility infrastructure to support the project phases selected for construction. This includes coordination and design of overhead and underground duct banks for power, fiber, telecommunications, natural gas, etc. with local, private utility including Alabama Power Company, AT&T, Comcast Cable, Spectrum, Spire, etc.

The CONSULTANT will be responsible for direct management of other consultants and subconsultants as may be required for architectural services, landscape architectural services, structural services, MEP services, electrical and CCTV services, and specialty consultants such as operations and maintenance, technology infrastructure, etc. This task will include review of the scope of services, monitoring of project progress relative to the scope, coordination of project schedules, and evaluation and recommendation of payment of invoices.

The CONSULTANT will prepare contract documents for bid packages for each of the identified park phases to include required technical specifications, engineering plans and drawings, and City of Northport provided front end documents.

The CONSULTANT will prepare a final Opinion of Probable Construction Cost for each phase of a project prior to bid phase. The Opinion of Cost will be based on the project scope of work, site restraints, apparent market conditions, and available recent bid information that is similar to the pending project scope of work. These opinion of costs will be developed for general information and overall budgeting coordination but are based on contracting markets and variable beyond the control of the designer.

TASK NO. 4 SCOPE OF SERVICES

Bid and Construction Phase Services

The objective of Task Order Directive Four (TOD 4) is to provide the City with professional services for the bid phases and construction phases for the Warrior Sports and Recreation Complex Master Plan. The required bid and construction phase services may be different for the various project phases depending on the scope of work elements contained in each bid package, but will generally include the following:

The CONSULTANT will provide bid phase services to assist the City in the advertising, distribution of documents, promotion, organization and lead of pre-bid conferences, issuance of needed clarifications and / or addendums, and acceptance of bids for each of the bid packages developed as a part of the design phase services.

The CONSULTANT will evaluate the bids received and coordinate with any outside City consultants as needed to prepare bid certifications and award recommendations to the City. The CONSULTANT will work with City legal staff to prepare contracts and obtain City approvals upon Notice of Award for each bid package.

The CONSULTANT will provide construction phase services for each of the bid packages awarded by the City. The construction phase services will include coordination of the various bid packages and associated contractors along with construction schedule monitoring, OAC meetings, City briefings and progress updates, monitor/reporting construction costs, etc.

The CONSULTANT will provide construction phase services for material submittal and shop drawing review/approvals, periodic and resident on-site construction observation services, construction staking services, response to RFI's, and pay request review and processing.

The CONSULTANT will provide construction phase services related to project closeout that includes development and review of preliminary and final punch lists, performing substantial completion inspections, initiation of warranty periods for various improvements, obtaining and reviewing contractor required as-builts, post construction record drawings, final pay request reviews and recommendations for City approval.

The CONSULTANT will provide construction materials testing as well as International Building Code Special Inspections as required by the project. TTL anticipates full-time testing and inspection services will be required during some portions of the projects and periodically throughout the balance of the construction periods. Part-time engineering technician(s) will sample and test fresh concrete and masonry grout. Additional part-time personnel will be available on a call-out basis as needed.

The CONSULTANT will provide International Building Code Special Inspections as required by the project. Special Inspection services will be performed in general accordance with Chapter 17 of the specified International Building Code (IBC) and as outlined in the project specifications and structural plan notes. TTL's Special Inspectors are International Code Council (ICC) and American Welding Society (AWS) certified having the following certifications; Soils Special Inspector, Reinforced Concrete Special Inspector, Structural Masonry Special Inspector, Structural Steel and Bolting Special Inspector, Structural Welding Inspector, Certified Welding Inspector and Fireproofing Special Inspector.

FEE PROPOSAL

Our proposed initial fee schedule is listed below. These fees are initial budgets provided for beginning work on the Tasks outlined above. All services shall initially be performed on an hourly basis. Upon further evaluation and determination of specific project funding and specific project phases, certain tasks within the Design Phase may be defined and proposed to be performed on a lump sum basis as part of amended Task Order fees.

MASTER SERVICES AGREEMENT:	INITIAL FEE
Task Order Directive No. 1	\$150,000.00
Task Order Directive No. 2	\$180,000.00
Task Order Directive No. 3	\$0.00
Task Order Directive No. 4	\$0.00
Total:	\$ 330,000.00

The project manager for TTL, Inc. will be Frank Summers, P.E. and the project design engineers will be Bradley Porter, P.E. and Chase Lucas, E.I.

All services are proposed to be provided by TTL staff except for consultants required for specific areas of practice outside of services provided by TTL, Inc. Some consultants may be contracted directly by the City of Northport as part of a separate agreement.

We greatly appreciate the opportunity to assist the City with these services on this exciting project. Please give us a call if you have any questions regarding this proposal.

Sincerely,

TTL, Inc.



Frank E. Summers, PE
Vice President



M. Bradley Porter, PE
Regional Design Manager

cc: File

attachments: Concept Master Plans
2023 Hourly Rate Table

TTL

2023 FEE SCHEDULE

Staff Position	Rate
Project Administrator I	\$65.00 / Hour
Project Administrator II	\$72.00 / Hour
Project Administrator III	\$78.00 / Hour
Project Administrator IV	\$84.00 / Hour
Project Administrator V	\$95.00 / Hour
Project Administrator VI	\$101.00 / Hour
Project Administrator VII.....	\$109.00 / Hour
Project Administrator VIII.....	\$114.00 / Hour
Project Technician I.....	\$56.00 / Hour
Project Technician II.....	\$58.00 / Hour
Project Technician III.....	\$61.00 / Hour
Project Technician IV.....	\$66.00 / Hour
Project Technician V.....	\$72.00 / Hour
Project Technician VI.....	\$79.00 / Hour
Senior Project Technician I.....	\$87.00 / Hour
Senior Project Technician II.....	\$92.00 / Hour
Senior Project Technician III.....	\$98.00 / Hour
Senior Project Technician IV.....	\$110.00 / Hour
Senior Project Technician V.....	\$121.00 / Hour
Senior Project Technician VI.....	\$127.00 / Hour
Senior Project Technician VII.....	\$132.00 / Hour
Field Coordinator / Field Supervisor.....	\$110.00 / Hour
NACE Level I Technician.....	\$115.00 / Hour
NACE Level II Technician.....	\$129.00 / Hour
NACE Level III Technician.....	\$175.00 / Hour
NDT Steel/ASNT Level I Technician.....	\$110.00 / Hour
NDT Steel/ASNT Level II Technician.....	\$115.00 / Hour
NDT Steel/ASNT Level III Technician.....	\$175.00 / Hour
NDT Steel/AWS Certified Welding Inspector.....	\$110.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level I Inspector.....	\$115.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level II Inspector.....	\$125.00 / Hour
Metals QA/QC Manager I.....	\$170.00 / Hour
Metals QA/QC Manager II.....	\$175.00 / Hour
Metals QA/QC Manager III.....	\$180.00 / Hour
Professional Land Surveyor I.....	\$142.00 / Hour
Professional Land Surveyor II.....	\$170.00 / Hour
Professional Land Surveyor III.....	\$197.00 / Hour
Professional Land Surveyor IV.....	\$215.00 / Hour
Project Professional I.....	\$132.00 / Hour
Project Professional II.....	\$144.00 / Hour
Project Professional III.....	\$155.00 / Hour
Project Professional IV.....	\$166.00 / Hour
Project Professional V.....	\$178.00 / Hour
Project Professional VI.....	\$187.00 / Hour
Project Professional VII.....	\$200.00 / Hour
Senior Project Professional I.....	\$207.00 / Hour

Staff Position	Rate
Senior Project Professional II.....	\$217.00 / Hour
Senior Project Professional III.....	\$225.00 / Hour
Senior Project Professional IV.....	\$235.00 / Hour
Senior Project Professional V.....	\$245.00 / Hour
Senior Project Professional VI.....	\$255.00 / Hour
Senior Project Professional VII.....	\$265.00 / Hour
Project Manager I.....	\$139.00 / Hour
Project Manager II.....	\$149.00 / Hour
Project Manager III.....	\$160.00 / Hour
Project Manager IV.....	\$170.00 / Hour
Project Manager V.....	\$182.00 / Hour
Project Manager VI.....	\$194.00 / Hour
Project Manager VII.....	\$200.00 / Hour
Senior Project Manager I.....	\$210.00 / Hour
Senior Project Manager II.....	\$220.00 / Hour
Senior Project Manager III.....	\$230.00 / Hour
Senior Project Manager IV.....	\$240.00 / Hour
Senior Project Manager V.....	\$249.00 / Hour
Senior Project Manager VI.....	\$263.00 / Hour
Senior Project Manager VII.....	\$278.00 / Hour
Senior Project Manager VIII.....	\$295.00 / Hour
Senior Project Manager IX.....	\$305.00 / Hour
Principal I.....	\$275.00 / Hour
Principal II.....	\$285.00 / Hour
Principal III.....	\$295.00 / Hour
Principal IV.....	\$305.00 / Hour
Academia Consultant.....	Cost + 20%
Specialty Consultant	Cost + 20%

Printing Costs:

Copier Prints (Black and White/Color).....	\$0.15/Sheet
Plotter Prints (Black and White).....	\$0.70/Sq Ft
Plotter Prints (Color).....	\$1.25/Sq Ft
Mylar Prints.....	\$4.50/Sq Ft

Notes:

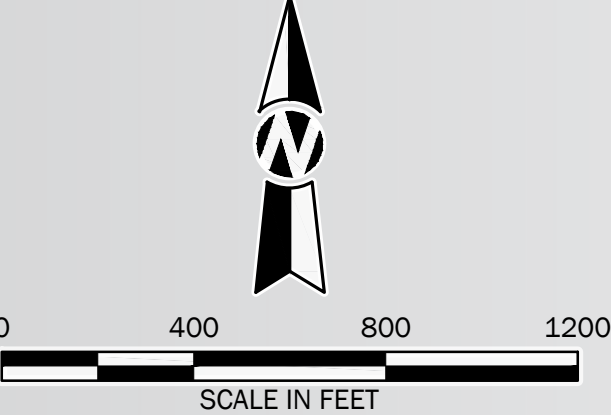
1. Hourly rates for holidays, weekends, or work over 40 hours per week shall be 1.3 times the standard unit rates.
2. Services provided in subsequent years to be billed at 1.05 times above rates unless new rate schedule is approved.
3. Equipment, tests, vehicle mileage, meals, lodging, air travel, freight, delivery, printing, non-general overhead, etc. are not included in above personnel rates. Unless stated otherwise, such costs will be invoiced at cost plus 20%.
4. A two hour minimum charge per site visit will be applied to all technician level staff positions.
5. A 24-hour advance notice is requested for scheduling or canceling all personnel field services.
6. Sub-Consultants billed through TTL shall be subject to an additional 10 percent administrative fee.

LEGEND

- (A) SHIRLEY MULTIPURPOSE FIELD
- (B) AMPHITHEATER
- (C) TENNIS FACILITY
- (D) CITY PARK
- (E) ACTIVITY CENTER
- (F) TOURNAMENT PICKLEBALL COMPLEX
- (G) CITY OF NORTHPORT SUBSTATION
- (H) PARK PAVILION
- (I) TOURNAMENT PARK
- (J) LEVEE TRAIL PAVILION
- (K) HANDS ON LEARNING CENTER
- (L) WALKING AND NATIVE TRAIL
- (M) TOURNAMENT FISHING COMPLEX
- (N) RV PARKING FACILITY
- (O) PEDESTRIAN BRIDGE
- (P) PEDESTRIAN TUNNEL
- (Q) RESTROOMS/OPEN PICNIC TABLES

WARRIOR SPORTS AND RECREATION COMPLEX
AT THE BRIDGE DISTRICT

CITY OF NORTHPORT
NOVEMBER 2022





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

AGENDA ITEM NO. 9.b.15.

MEETING DATE: April 17, 2023

**SUBJECT: Resolution Awarding Bid For Water Treatment Plant Building Envelope
Remediation and Repairs**

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

On March 28, 2023, the Utilities Department for the City of Northport, accepted bids for the Water Treatment Plant Building Envelope Remediation and Repairs contract. One (1) bid was received.

The department recommends that the Council award the bid to K & A Builders, Inc., the lowest qualified bidder, in the amount of \$104,013.00, as shown in the attached bid tabulation. This is included in the 2023 Capital Projects budget.

Recommendation:

Award the bid to K & A Builders, Inc.

Funding Source/GL Code:

GL Code No. 50-39-600-81203 Amount: \$104,013.00

Motion for Consideration:

I move to approve the resolution awarding the bid for the Water Treatment Plant Building Envelope Remediation and Repairs, to K & A Builders, Inc., in the amount of \$104,013.00, and to authorize the City Administrator to execute the necessary documents and requisitions needed to proceed with the contract.

KREBS ENGINEERING, INC.
2100 RIVER HAVEN DRIVE, STE. 100
BIRMINGHAM, AL 35244
205-987-7411



KREBS JOB NO.: 22033

DATE: March 28 @ 2:00 PM, Local Time

OWNER: The City of Northport Utilities

DESCRIPTION: Water Treatment Plant Building Envelope Remediation and Repairs

K & A Builders, Inc.
2601 Kaulton Rd.
Tuscaloosa, AL 35401

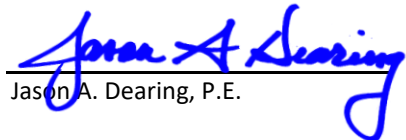
BASE BID

Item No.	Approximate Quantities	Description of Item	Unit Price	
1	COMPLETE	Water Treatment Plant Building Envelope Remediation and Repairs: Furnish and Install all labor, materials, equipment, and appurtenances for the construction of the water treatment plant building envelope remediation and repairs as described in the Contract Documents.	LS	\$98,013.00
2	300 LF	Removal and Replacement of 3/8" Sealant Joint in Masonry	\$20.00	\$6,000.00
TOTAL AMOUNT OF BID				\$104,013.00

ALTERNATE NO. 1 PROPOSAL

Item No.	Approximate Quantities	Description of Item	Add/Deduct	Total Price for Item
1	COMPLETE	Cleaning of Exterior Masonry Surfaces of all buildings	LS	\$52,000.00

"I hereby certify that this is a true tabulation of bids received
by the The City of Northport Utilities on March 28, 2023 @ 2:00 PM, Local time
for Water Treatment Plant Building Envelope Remediation and Repairs."


Jason A. Dearing, P.E.



April 6, 2023

Mr. John Powell Webb, P.E.
City of Northport Utilities
3521 3rd Street South
Northport, AL 35476

Re: Northport Water Treatment Plant Building Envelope Remediation and Repairs
Krebs Job No. 22033

Dear John:

One (1) bid was received for the above-referenced project at 2:00 P.M., local time, on March 28, 2023. The bid received is listed below:

CONTRACTOR	BASE BID	ALT. BID ITEM
K & A Builders, Inc.	\$104,013.00	\$52,000.00

The alternate bid item is for pressure washing all exterior masonry surfaces of all the buildings at the Water Treatment Facility. From our discussions with City staff, the Alternate Bid Item is above the project budget for this scope of work. Therefore, this scope of work will not be included in the project.

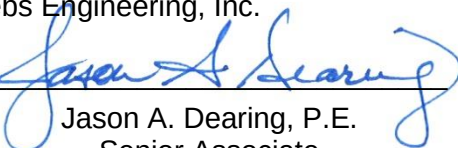
We have enclosed herewith a copy of the certified bid tabulation for your records. We have reviewed the bids and determined that K & A Builders, Inc. has met the requirements of the low, responsible bidder as outlined in the Instructions to Bidders of the Contract Documents.

K & A Builders, Inc. has performed projects of similar scope for The City of Northport. Based on the City's experience with K & A Builders, Inc., we believe they have the experience, equipment, and financial resources required to perform the project. Therefore, Krebs recommends awarding the contract for the Northport WTP Building Envelope Remediation and Repairs to K & A Builders, Inc. for \$104,013.00.

Please contact us if you have any questions or need any further information.

Sincerely yours,

Krebs Engineering, Inc.

By 
Jason A. Dearing, P.E.
Senior Associate

Enclosure
Krebs File No. 22033



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: April 17, 2023

SUBJECT: Minutes, Regular Council Meeting, April 3, 2023

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Whitney DuBose

Approved By: Glenda Webb

Summary:

The attached documents are the official minutes recorded from the previous Council meeting.

Recommendation:

Funding Source/GL Code:

Motion for Consideration:

Approval of the Consent Agenda will approve the attached minutes from the April 3 Council meeting.

The regular called Meeting of the Northport City Council convened at **5:30 p.m.** on **Monday, April 3,** 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, Councilwoman Bobo, Councilman Washington, Councilman Wiggins, and Councilwoman Dykes. Also present at tonight's meeting, Mayor Hinton, and City Administrator Webb.

Mayor Hinton proclaimed April as Child Abuse Prevention Month in the City of Northport and presented a proclamation to Ms. Fertacia Lockett with TOP, Ms. Regina Peoples with CAPS, Ms. Teresa Constanzo with Alabama Department of Child Abuse and Neglect Prevention.

Mayor Hinton presented Northport Tire and Alignment a proclamation declaring this business April Business of the Month in the City of Northport.

Motion by President Hogg, **Second** by Councilman Washington **to approve the agenda for the April 3, 2023, Council meeting, with the tabling of item 9b3, Resolution awarding the Contract for the Rice Mine Road Storm Drainage Structure Improvements, and the addition of an Executive Session.** Roll call was as follows: President Hogg, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilman Wiggins, Yes; and Councilwoman Dykes, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilman Wiggins **to adopt Permanent Resolution 23-58 accepting maintenance for municipal public improvements including final layer of asphalt for Bristol Park Subdivision, Phase IV.** Roll call was as follows: Councilwoman Dykes, Yes; Councilman Wiggins, Yes; Pro Tem Bobo, Yes; Councilman Washington, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Washington, **Second** by Pro Tem Bobo **to adopt Permanent Resolution 23-59 accepting maintenance for Municipal Public Improvements, including final layer of asphalt, in Black Warrior Solid Waste Disposal Authority Subdivision (Mount Olive Road Relocation).** Roll call was as follows: Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilman Washington **to adopt Permanent Resolution 23-60 accepting maintenance for Municipal Public Improvements for Resurvey at Lot 15 Clear Creek Colony Commercial Park.** Roll call was as follows: Councilwoman Dykes, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilman Wiggins, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Washington **to adopt Permanent Resolution 23-61 accepting maintenance for public improvements including Final Layer of Asphalt in Smithfield Gardens Subdivision, Phase III.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Councilman Washington **to adopt Permanent Resolution 23-62 accepting maintenance for municipal public improvements for Waffle House on Rose Blvd.** Roll call was as follows: Councilman Wiggins, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

First Reading Offered by Councilwoman Dykes, Ordinance for Annexation of Approximately 3.56 acres located at 8320 Charlie Shirley Road.

First Reading Offered by Pro Tem Bobo, Ordinance Declaring 2023 "Back to School" Sales Tax Holiday.

First Reading Offered by Councilman Washington, Ordinance Rezoning of 0.62 acres located at 3705 26th Avenue.

Motion by Councilwoman Dykes, **Second** by Pro Tem Bobo **to adopt Resolution 23-63 authorizing water service outside of the city limits be provided to Mr. Chad Boyd for property located at 14394 Bone Camp Road, pursuant to the conditions set forth in the resolution.** Roll call was as follows: Councilwoman Dykes, Yes; Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Wiggins **to adopt Resolution 23-64 authorizing water service outside of the city limits be provided to Mr. Matthew Boyd for property located at 14410 Bone Camp Road, pursuant to the conditions set forth in this resolution.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Wiggins, Yes; Councilman Washington, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Bobo **to Table item 9b3, Resolution Awarding One Call Services of Alabama, LLC. the contract to complete the Rice Mine Road Storm Drainage Structure Improvements.** Roll call was as follows: Councilman Wiggins, Yes; Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilman Washington **to adopt Resolution 23-65 authorizing City Administrator to execute an agreement with Kimley-Horn & Associates Inc. for the ADA Transition Plan Update, Phase II.** Roll call was as follows: Councilwoman Dykes, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilman Wiggins, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Washington, **Second** by Councilwoman Dykes **to adopt Resolution 23-66 authorizing execution of a Master Agreement with Alabama for Public Safety Purposes.** Roll call was as follows: Councilman Washington, Yes; Councilwoman Dykes, Yes; Pro Tem Bobo, Yes; Councilman Wiggins, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Councilwoman Dykes **to adopt Resolution 23-67 authorizing the City Administrator to execute a contract with Ellis Architects, Inc. for the Northport Public Works Renovation and Addition Project in the amount of \$131,000.00.** Roll call was as follows: Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Pro Tem Bobo, Yes; Councilman Washington, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilman Washington **to adopt Resolution 23-68 awarding bid, Bid File 23-10, to Northwest Bama Builders, Inc. for a main frame free span metal building totaling \$ 99,500.00.** Roll call was as follows: Councilwoman Dykes, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilman Wiggins, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Wiggins **to adopt Resolution 23-69 authorizing the City Administrator to accept a fee proposal from TTL, Inc. for professional services on the Main Avenue Streetscape Project.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Wiggins, Yes; Councilman Washington, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Washington, **Second** by Councilman Wiggins **to adopt Resolution 23-70 declaring a 1999 Ford Econo-Van as surplus and donating to the non-profit 501 (c) 3 “Your Real Next Step”.** Roll call was as follows: Councilman Washington, Yes; Councilman Wiggins, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Washington to approve **the Consent Agenda for the April 3, 2023, Council Meeting as printed:**

CONSENT AGENDA

1. Minutes, March 20, 2023, Regular Meeting- Ms. Webb
2. Bill Listing- Ms. Webb
3. PO Requisition, Travel Reimbursement for Ron Davis, \$138.20- Ron Davis
4. PO Requisition, Meal Reimbursement, Chris Love, \$15.99- Gerald Burton
5. PO Requisition, Travel Reimbursement, Joshua Connell, \$20.00- Gerald Burton
6. PO Requisition, Recycling Bins, Busch Systems, \$9,885.25- Ms. Starnes
7. PO Requisition, Garbage Carts, Otto Environmental Systems, \$37,900.00- Ms. Starnes
8. PO Requisition, Mud Valves for Water Treatment Plant, Ferguson Waterworks, \$15,283.54-Mr. Webb
9. PO Requisition, Prep, prime, and paint at Courtroom and office, Beard’s Painting- Teresa Brown

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

Public Hearings

There were no Public Hearings items on the agenda for the Engineering Department.

There was one item for Public Hearing on the agenda for the Legal Department, 11b1.

President Hogg opened the floor for a Public Hearing for agenda item 11b1.

No visitors addressed Council regarding this item.

President Hogg closed the floor for a Public Hearing for agenda item 11b1.

Motion by Councilman Wiggins, **Second** by Councilman Washington **to adopt Ordinance 2176 amending the Ambulance Franchise agreement with NorthStar Paramedic Services, Inc.** Roll call was as follows: Councilman Wiggins, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

There was one item for Public Hearing on the agenda for the Planning & Inspection Department, 11c1.

President Hogg opened the floor for a Public Hearing for agenda item 11c1.

No visitors addressed Council regarding this item.

President Hogg closed the floor for a Public Hearing for agenda item 11c1.

Motion by Pro Tem Bobo, **Second** by Councilman Washington **to adopt Ordinance 2177 rezoning 1.67 acres located at 3514 14th Street to Office Institutional.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

There was one item for Public Hearing on the agenda for the Police Department, 11d1, ABC License for the West Alabama Food and Wine Festival.

President Hogg opened the floor for a Public Hearing for agenda item 11c1.

No visitors addressed Council regarding this item.

President Hogg closed the floor for a Public Hearing for agenda item 11c1.

Motion by Councilman Wiggins, **Second** by Councilwoman Dykes **to approve the ABC License for West Alabama Food and Wine Festival.** Roll call was as follows: Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Pro Tem Bobo, Yes; Councilman Washington, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

CITY ADMINISTRATOR’S BUSINESS

City Administrator Webb announced the relocation of the egg hunt which was originally scheduled for April 7th at the Shirley Place in Downtown Northport from 3-6 pm due to the threat of impending weather. The egg hunt is an event hosted by Tuscaloosa’s One Place in partnership with the City of Northport. The event has been relocated to Northport City Hall. Egg hunts will be divided by age groups: 3:15-3:30 pm, toddler to Pre-K; 4:00-4:14 pm, 1st-3rd grade; and 4:45 -5:00 pm, 4th thru 6th grade. She encouraged the community to come out and enjoy the fun.

MAYOR AND COUNCIL MEMBER’S BUSINESS

Mayor Hinton, Mayor Hinton welcomed Councilman Wiggins and he looked forward seeing his contributions to the City and Council. Mayor Hinton also thanked Joseph Rose, HR Director, for his vision and dedication to helping lowering workman compensation premiums.

Pro Tem Bobo, District 1- Councilwoman Bobo encouraged all citizens to go and view the new mural in downtown Northport. She also urged citizens and visitors to visit our Train Depot on 25th Avenue.

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

Councilman Wiggins, District 3- Councilman Wiggins echoed his remarks he made during his oath of office earlier in the afternoon. He looked forward to working with the fellow Council members, staff, and citizens of Northport.

Councilwoman Dykes, District 4- Councilwoman Dykes welcomed Councilman Wiggins.

President Hogg, District 5- President Hogg echoed the feelings of the other Council members by welcoming Councilman Wiggins. He also announced the new businesses coming to Northport, Teriyaki Madness which will be opening in the shopping center next door to Northport City Hall. \

Motion by President Hogg, **Second** by Pro Tem Bobo **to adjourn the meeting into Executive Session to discuss property acquisition. The session should take no longer than 10 minutes (ten minutes). It is anticipated that the Council will not take action after the Executive Session is concluded. Staff does not need to stay.** Roll call was as follows: President Hogg, Yes; Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; and Councilwoman Dykes, Yes. **Motion Carried Unanimously.**

Council adjourned into Executive Session at 6:11 p.m.

Council reconvened into Regular Council Meeting at 6:49 p.m. with no action needing to be taken.

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

There being no further business to come before the Council, the meeting was adjourned at 6:49 p.m.

Jeff Hogg, President

ATTEST:

Glenda D. Webb, City Administrator



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

AGENDA ITEM NO. 9.c.2.
MEETING DATE: April 17, 2023
SUBJECT: Bill Listing

Unfinished Business:
Public Hearing:

New Business:
First Reading:

Consent Agenda: X
Second Reading:

Prepared By: Whitney DuBose

Approved By: Glenda Webb

Summary:

Attached is the bill listing for consideration. Council may remove any bill for individual consideration.

Recommendation:

Funding Source/GL Code:

Motion for Consideration:

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



City of Northport

Expense Approval Report

By (None)

Payment Dates 3/30/2023 - 4/12/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Valor Framing LLC	INV0019384	03/30/2023	BUSINESS LICENSE OVERPAYM...	81.25
Linda Kay	INV0019390	04/06/2023	Business License Overpayment ...	178.75
Tom Joiner & Associates Inc	INV0019455	04/06/2023	Business License Overpayment ...	20.33
				280.33

Department: 13 - Mayor & City Council

Verizon	9930457898	03/30/2023	942073882-00001	245.17
Verizon	9930841344	04/06/2023	423469999-00001	49.32
Tuscaloosa County High School	INV0019362	03/30/2023	Theatre Dept	300.00
Tuscaloosa County High School	INV0019387	03/30/2023	Band	1,000.00
Tuscaloosa County High School	INV0019388	03/30/2023	Chorale	1,000.00
Tuscaloosa County High School	INV0019389	03/30/2023	Cheerleading	300.00
Department 13 - Mayor & City Council Total:				2,894.49

Department: 15 - Administrative

Northwest Supply Co. Inc.	930159	03/30/2023	Civic Center - repair toilet	33.33
Sequel Electrical Supply	S3545913.002	03/30/2023	City Hall - change out hallway li...	214.31
Staples Business Advantage	7374315916-0-1	04/06/2023	ADMIN - Copy Paper - East End	414.90
U.S. Postal Service	INV0019383	03/30/2023	POSTAGE BY MAIL	26.60
Tuscaloosa Locksmith LLC	44441	03/30/2023	City Hall Water Dept. - 3 single ...	8.25
KPS Group Inc	Proj 228006-00 Inv 3	03/30/2023	BLANKET PO - KPS Group (Comp...	28,026.51
Pitney Bowes Inc.	1022699078	03/30/2023	ADMIN - Postage Meter Lease	355.14
USI Insurance Svc LLC Alabama	4533497	03/30/2023	Public Officials Bond City Admin...	75.00
Verizon	9930457898	03/30/2023	942073882-00001	153.87
Walmart	INV0019363	03/30/2023	hdmi cable and wall mount for ...	127.36
Spire	INV0019381	03/30/2023	3401 MAIN AVE C 0420679877	916.53
American Fence Co.	9300345	03/30/2023	AGENDA 2.20.23 - new fencing ...	9,700.00
Spire	INV0019378	03/30/2023	512 MAIN AVE 4973862222	30.87
Pop's Shop Inc.	030596	04/06/2023	IT - repairs to Ford Taurus	1,485.52
Verizon	9930841344	04/06/2023	423469999-00001	90.97
USI Insurance Svc LLC Alabama	4540910	03/30/2023	RIGHT OF WAY BOND	500.00
Stericycle Inc.	8003583579	04/06/2023	Payer # 1000280675	128.53
Amazon Capital Services	1KDF-9V14-W391	03/30/2023	bunny decorations for train for ...	45.84
Cintas	4150647580	03/30/2023	PAYER # 14353428	30.46
AllStar Service Pros. LLC	9295	03/30/2023	Officer McVay office	461.05
DP Holdings LLC	INV0019374	03/30/2023	LEASE - APRIL 2023	1,750.00
Amazon Capital Services	1Q3K-3VMH-M9V3	04/06/2023	Supplies for auditorium and PW...	344.86
Amazon Capital Services	1Q3K-3VMH-M9V3	04/06/2023	Supplies for auditorium and PW...	19.98
Amazon Capital Services	1Q3K-3VMH-M9V3	04/06/2023	Supplies for auditorium and PW...	28.47
Amazon Capital Services	1N6C-YHY9-1PMJ	04/06/2023	Items for Community Events	894.05
DP Holdings LLC	INV0019403	04/06/2023	Property Lease - April 2023	1,750.00
Department 15 - Administrative Total:				47,612.40

Department: 16 - Legal

U.S. Postal Service	INV0019383	03/30/2023	POSTAGE BY MAIL	54.54
Staples Business Advantage	7375142437-0-1	04/06/2023	Office Supplies	191.16
Northport Gazette The	INV0019386	03/30/2023	Legal Adv of Ordinance 2173	70.00
Verizon	9930457898	03/30/2023	942073882-00001	131.31
Verizon	9930841344	04/06/2023	423469999-00001	48.63
Gilmore Rowley Crissey & Wilso...3604		04/06/2023	Outsourced Legal	250.00
Ron Davis	INV0019400	04/06/2023	CONSENT 4/3/23 Reimburseme...	318.20
Mary Virginia Buck	INV0019407	04/06/2023	Retainer Services - April 2023	350.00
Department 16 - Legal Total:				1,413.84

Department: 17 - Municipal Court

U.S. Postal Service	INV0019383	03/30/2023	POSTAGE BY MAIL	181.02
Verizon	9930457898	03/30/2023	942073882-00001	64.80

Expense Approval Report

Payment Dates: 3/30/2023 - 4/12/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
One Source Office Products LLC	OE-39853-2	04/06/2023	SUPPLIES	188.98
Krebs Law LLC	INV0019451	04/06/2023	Judicial Services - City Prosecut...	3,953.50
Paul W. Patterson II P.C.	INV0019452	04/06/2023	Judicial Servces - Municipal Jud...	7,000.00
Department 17 - Municipal Court Total:				11,388.30
Department: 22 - Information Technology				
Xerox Corporation	3957349	04/06/2023	Contract Charge 2/28-3/28/23	200.00
Xerox Corporation	3957349	04/06/2023	Contract Charge 2/28-3/28/23	1,422.48
Comcast Cable	INV0019370	03/30/2023	3500 MCFARLAND BLVD OFC 8...	584.16
Verizon	9930457898	03/30/2023	942073882-00001	80.02
A T & T	0830817708	03/30/2023	171-799-8266 001	1,834.42
A T & T	5719357700	03/30/2023	831-000-7518 053	541.97
A T & T	INV0019366	03/30/2023	205 349-1661 001 0541	12.32
Comcast Cable	INV0019371	03/30/2023	3721 26TH AVE OFC 8396 90 01...	338.50
Spectrum Business	0196095032023	03/30/2023	13205 MARTIN ROAD SPUR 878...	117.98
Bion Security LLC	1233	03/30/2023	IT - Access Points	1,833.30
Comcast Cable	INV0019372	03/30/2023	5410 HWY 69N 8396 90 014 02...	243.85
Comcast Cable	INV0019373	03/30/2023	5410 HWY 69N 8396 90 014 02...	413.18
T-Mobile US Inc.	INV0019394	04/06/2023	976900299	110.63
Verizon	9930841344	04/06/2023	423469999-00001	120.03
Dell Marketing LP	10660992646	03/30/2023	IT - PW i5, 32GB OptiPlex 7000	2,032.76
AlienVault Inc.	11-21220689	03/30/2023	CONSENT AGENDA 3/13/23 - 9...	17,447.40
Xerox Corporation	IN2160126	04/06/2023	Per Copy 2/28-3/28/23	537.00
Amazon Capital Services	16QH-4RG6-XJ9J	03/30/2023	IT - Pwr USBc car charger for De...	199.96
Dell Marketing LP	10662116148	03/30/2023	IT - Latitude 5530 15inch 5 yr w...	2,567.14
Peerless Network	19406	04/06/2023	CITYOFNO8441	2,611.42
Peerless Network	19528	04/06/2023	CITYOFNO4051	422.13
Spectrum Business	INV0019454	04/06/2023	4900 Mitt Lary Rd 8781 14 104 ...	175.50
Dell Marketing LP	375605879	04/06/2023	Dell Latitude 5430 Rugged	4,189.54
Department 22 - Information Technology Total:				38,035.69
Department: 25 - Finance				
U.S. Postal Service	INV0019383	03/30/2023	POSTAGE BY MAIL	787.92
U.S. Postal Service	INV0019383	03/30/2023	POSTAGE BY MAIL	187.80
Verizon	9930457898	03/30/2023	942073882-00001	235.41
Department 25 - Finance Total:				1,211.13
Department: 26 - Human Resources				
U.S. Postal Service	INV0019383	03/30/2023	POSTAGE BY MAIL	71.78
Verizon	9930457898	03/30/2023	942073882-00001	91.30
Phelps Jenkins Gibson & Fowler... 180		04/06/2023	Monthly Fee February 2023	1,600.00
Department 26 - Human Resources Total:				1,763.08
Department: 28 - Planning & Inspections				
U.S. Postal Service	INV0019383	03/30/2023	POSTAGE BY MAIL	915.30
Verizon	9930457898	03/30/2023	942073882-00001	222.61
Verizon	9930841344	04/06/2023	423469999-00001	268.25
Amazon Capital Services	174D-X3QG-HL7X	04/06/2023	Amazon Office Supplies - P&I	97.07
Department 28 - Planning & Inspections Total:				1,503.23
Department: 32 - Engineering				
U.S. Postal Service	INV0019383	03/30/2023	POSTAGE BY MAIL	2.04
Verizon	9930457898	03/30/2023	942073882-00001	364.49
OESCO LLC	105773	04/06/2023	Invoice 105773 - Toner	373.08
Verizon	9930841344	04/06/2023	423469999-00001	177.97
Lowe's Home Centers Inc.	70529	03/30/2023	Office Supplies	81.00
OESCO LLC	105863	04/06/2023	Invoice - Toner	95.99
Department 32 - Engineering Total:				1,094.57
Department: 33 - Police				
Spanky's Drain & Sewer Service ...207062		03/30/2023	PD - 2nd floor toilet stopped up	290.00
DataWorks Plus, LLC	23-428	03/30/2023	Silicone membrane for fingerprin...	255.00
Weathertech Distributing Comp...8069839-00		03/30/2023	PD - main lobby fan belts	22.88
Weathertech Distributing Comp...8069840-00		03/30/2023	PD - Martin Spur AC repair	470.93

Expense Approval Report

Payment Dates: 3/30/2023 - 4/12/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
U.S. Postal Service	INV0019383	03/30/2023	POSTAGE BY MAIL	30.90
Galls LLC	023758595	03/30/2023	Uniform Items	55.78
Staples Business Advantage	7605866795-0-1	04/06/2023	End Tab Folders for Records	288.78
William Love	INV0019401	04/06/2023	AGENDA: Meal Reimbursement	15.99
Galls LLC	023828552	03/30/2023	Galls Invoice 023828552	58.00
Staples Business Advantage	7375096333-0-1	04/06/2023	Office Supplies	449.34
Staples Business Advantage	7375096333-0-2	04/06/2023	Office Supplies	10.99
The Habegger Corp	5111552	04/06/2023	PD - classroom and courtroom ...	109.51
Verizon	9930457898	03/30/2023	942073882-00001	1,400.37
Northwest Supply Co. Inc.	937005	03/30/2023	PD - 1st floor bathroom fixture	382.00
GFL Environmental Inc.	UI0000020222	03/30/2023	UI1703	327.46
Spire	INV0019379	03/30/2023	3000 CHARLIE SHIRLEY RD 2114...	38.63
Tuscaloosa County Commission	228	03/30/2023	Decedent Transport	120.00
Mobile Communications Ameri...	686000650-1	03/30/2023	Radio INstallation	343.75
Northport Auto Supply Co. Inc.	100736676	04/06/2023	PD - stock filters	140.00
Northport Auto Supply Co. Inc.	100736796	04/06/2023	PD #436 Charger - oil pressure ...	37.23
Gulf States Distributors Inc.	1441110-IN	03/30/2023	AGENDA: 2023 Ammunition Or...	712.00
Verizon	9930841344	04/06/2023	423469999-00001	88.64
Sencommunications Inc.	IN1041057	03/30/2023	Dispatch Headsets	628.82
Joshua Connell	INV0019397	04/06/2023	AGENDA: Travel Reimbursement	20.00
APCO International Inc	00081551	03/30/2023	CTO Training Manual	140.61
NAPA Auto Parts	018860	04/06/2023	PD #2414 - lifters	950.20
Amazon Capital Services	16QH-4RG6-6NWL	03/30/2023	NIBIN Box Labels	13.95
Amazon Capital Services	16QH-4RG6-6NWL	03/30/2023	Departmental flags	119.96
Jasper Engines & Transmissions ...	34-4635237	04/06/2023	PD #457 - engine	6,447.00
Lowe's Home Centers Inc.	01411b	03/30/2023	Lowes	168.03
Northport Auto Supply Co. Inc.	100737495	04/06/2023	PD #454 - hub & brakes	760.34
Northport Auto Supply Co. Inc.	100737514	04/06/2023	PD #426 Tahoe - brakes and rot...	388.12
FedEx	8-082-56353	03/30/2023	FedEx Invoice 808256353	16.57
Spire	INV0019393	04/06/2023	3721 26th Ave 1177523333	25.21
Ander's Hardware Co. Inc.	N1196171	04/06/2023	PD - chain to lock gate at Martin..	3.98
Amazon Capital Services	19LY-MW1K-9JWJ	04/06/2023	Office Supplies	48.96
Northport Electrical Supply Inc.	V1020202	04/06/2023	PD - parking lights	57.30
Northport Electrical Supply Inc.	V1020205	04/06/2023	PD - parking lot lights	4.79
Northport Auto Supply Co. Inc.	100739905	04/06/2023	battery	278.76
Northport Auto Supply Co. Inc.	100739906	04/06/2023	Credit for Battery	-278.76
FedEx	8-088-88499	04/06/2023	FedEx Invoice 808888499	39.54
Brown's Fleet & Collision Center...	866B5304	04/06/2023	Overage for PO 23-1630	347.78
State of Alabama	INV0019408	04/06/2023	Tower Lease - April 2023	500.00
Department 33 - Police Total:				16,329.34

Department: 35 - Fire

Northwest Supply Co. Inc.	930999	03/30/2023	FD #1 - water heater pop off val...	69.89
Northport Electrical Supply Inc.	F1020098	04/06/2023	Credit	-74.67
Sequel Electrical Supply	S3587905.001	04/06/2023	FD #1 - maintenance on bay ligh...	176.85
Northport Auto Supply Co. Inc.	100735119	03/30/2023	FD #2 - generator repair	88.03
Sequel Electrical Supply	S3588747.001	04/06/2023	FD #4 - maintenance on engine ...	176.85
Sequel Electrical Supply	S3589046.001	03/30/2023	FD #1 - replace outside lights	176.85
Beacon Cleaning Service	32421	03/30/2023	Storage Room Cleaning - St. 4	985.00
Spire	INV0019376	03/30/2023	12301 MITT LARY RD 78635555...	264.86
Overhead Door Company of Tus...	TCS52890	04/06/2023	FD #3 - back bay door repair - c...	247.50
Mobile Communications Ameri...	651002028-1	03/30/2023	Radio Repairs- Radio 201	726.50
Northport Electrical Supply Inc.	V1019804	04/06/2023	FD #3 - bedroom A/C repair unit	21.05
Lowe's Home Centers Inc.	99810	03/30/2023	8 foot ladder- St. 3	145.60
Spire	INV0019391	04/06/2023	1101 Martin Luther Blvd 53058...	456.96
One Source Office Products LLC	OE-QT-5527-1	04/06/2023	Station 1	242.76
One Source Office Products LLC	OE-QT-5527-1	04/06/2023	Station 2	373.99
One Source Office Products LLC	OE-QT-5527-1	04/06/2023	Station 3	0.79
One Source Office Products LLC	OE-QT-5527-1	04/06/2023	Station 4	102.54
One Source Office Products LLC	OE-QT-5527-2	04/06/2023	Station 3	69.67
Spire	INV0019392	04/06/2023	5410 hwy 69N, 8439444444	794.22

Expense Approval Report

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Business Supply & Printing	4764	04/06/2023	Inspection Forms	171.00
Lowe's Home Centers Inc.	12522	04/06/2023	5 gallon bucket	4.73
Lowe's Home Centers Inc.	12522	04/06/2023	Bucket Organizer	13.29
Amazon Capital Services	1PKM-TLKJ-DGK3	04/06/2023	Glow Plug for Pellet Smoker- St....	22.99
Department 35 - Fire Total:				5,257.25
Department: 37 - Public Works				
Building Specialties Co. Inc.	71215115	03/30/2023	PW - repair hallway north exit d...	85.00
Alabama Freightliner LLC	XA202010564-01	03/30/2023	PW GT #4189 - cab air bladder	91.13
Ander's Hardware Co. Inc.	N1190617	03/30/2023	PW - back building insulate wat...	8.99
Lowe's Home Centers Inc.	02242b	03/30/2023	PW - hallway light lens repair	97.31
Spire	INV0019382	03/30/2023	7645 HWY 69N 0429460782	15.62
Staples Business Advantage	7374328201-0-1	04/06/2023	PW - C. Pleasants ink	102.35
Encore Rehabilitation Inc.	02/2023-3003-city	03/30/2023	New Hire Physical	225.00
Metro Metals	102382	03/30/2023	PW - lean-to shed	1,385.00
U.S. Postal Service	INV0019383	03/30/2023	POSTAGE BY MAIL	63.64
Walmart	INV0019385	03/30/2023	Stylus Pen for T Falls iPad	129.00
Pearce Trucking Inc.	23410	04/06/2023	Construction - 57 stone - restoc...	2,814.12
Pearce Trucking Inc.	23411	04/06/2023	Construction - restock 825B cru...	2,619.70
Waste Recycling Inc	NPWFEB	03/30/2023	Recycling - cardboard drop off	77.70
Staples Business Advantage	73751300007-0-1	04/06/2023	S.Cockrell - blue ink	110.57
Staples Business Advantage	73751300007-0-1	04/06/2023	S. Cockrell - magenta ink	110.57
Staples Business Advantage	73751300007-0-1	04/06/2023	legal hanging folders	15.11
Staples Business Advantage	73751300007-0-1	04/06/2023	post its	23.00
Staples Business Advantage	73751300007-0-1	04/06/2023	letter hanging folders	20.43
Staples Business Advantage	73751300007-0-1	04/06/2023	sharpie s gel pens	14.99
Staples Business Advantage	73751300007-0-1	04/06/2023	J. Sanders - black ink	60.31
Staples Business Advantage	73751300007-0-1	04/06/2023	sharpies	8.28
National Signal LLC	0042044-IN	04/06/2023	PW - replacement panels for m...	1,798.77
Paint Spot	N0291868	03/30/2023	Train Depot - The Upside Down ...	21.98
Verizon	9930457898	03/30/2023	942073882-00001	142.59
Foley Products Company	983508	03/30/2023	AGENDA 3.3.23 - pipe inventory...	6,939.28
Bama Concrete Products Co. Inc.	379045	03/30/2023	BLANKET - Concrete for drivew...	340.00
Staples Business Advantage	7606702241-0-1	04/06/2023	file organizer	10.14
Staples Business Advantage	7606702241-0-1	04/06/2023	copy paper	133.47
Veseris	IN-4110929	03/30/2023	PW - restock inventory for mos...	2,117.52
Coker Water Authority	INV0019367	03/30/2023	101617	156.25
Spire	INV0019377	03/30/2023	1781 HARPER RD 7173423333	1,421.78
T-Mobile US Inc.	INV0019394	04/06/2023	976900299	1,029.16
W.H. Thomas Oil	462320	03/30/2023	PW - stock DEF	300.10
Lowe's Home Centers Inc.	27940	04/06/2023	Dewalt drill/driver & impact set	227.05
Lowe's Home Centers Inc.	27940	04/06/2023	Dewalt 20 volt charging station	284.05
Lowe's Home Centers Inc.	27940	04/06/2023	tough built tool box	94.98
Lowe's Home Centers Inc.	27940	04/06/2023	dewalt assorted drill star bits	29.37
Lowe's Home Centers Inc.	27940	04/06/2023	Kobalt 26 gallon single stage air ...	360.05
Lowe's Home Centers Inc.	27940	04/06/2023	Dewalt 8 in dado blades	103.55
Lowe's Home Centers Inc.	27940	04/06/2023	dewalt 20 volt 2 pack 6 amp bat...	189.06
Lowe's Home Centers Inc.	27940	04/06/2023	Dewalt XR 20 volt wireless jigsaw	208.05
Lowe's Home Centers Inc.	27943	04/06/2023	2 x 6 x 10	18.72
Lowe's Home Centers Inc.	27943	04/06/2023	18.5 circular wood	31.62
Lowe's Home Centers Inc.	27943	04/06/2023	2 x 4 x 10	34.08
Lowe's Home Centers Inc.	27943	04/06/2023	unfinished poplar wood	200.00
Lowe's Home Centers Inc.	27943	04/06/2023	4 x 4 x 8	71.52
G & C Supply Co. Inc.	6900882	03/30/2023	Beautification - 28 in. 7 lb oran...	132.00
Verizon	9930841344	04/06/2023	423469999-00001	556.12
Lowe's Home Centers Inc.	01664	04/06/2023	2 x 10 x 12	33.69
Lowe's Home Centers Inc.	01798	04/06/2023	2 x 10 x 12	33.67
Northport Auto Supply Co. Inc.	100734957	04/06/2023	PW Backhoe #182 - battery	148.35
Amazon Capital Services	1RXH-CYKW-93PR	03/30/2023	Community Events - superior p...	331.45
Turner Transformations LLC	INV0019361	03/30/2023	AGENDA 3.06.23 - Improvemen...	16,000.00
Lowe's Home Centers Inc.	01967B	04/06/2023	2 x 10 x 12	67.47

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Lowe's Home Centers Inc.	01967B	04/06/2023	4 x 4 x 8	21.39
Amazon Capital Services	16NJ-7JWP-F9J4	03/30/2023	rubbermaid measure cups quart..	25.52
Amazon Capital Services	16NJ-7JWP-F9J4	03/30/2023	S hooks 24 packs hooks for hang..	23.90
Lowe's Home Centers Inc.	02268	04/06/2023	2 x 10 x 12	27.42
Lowe's Home Centers Inc.	02334	03/30/2023	misc items as needed for job	16.68
Lowe's Home Centers Inc.	02334	03/30/2023	rafter hanger model	47.00
Southern Tire Mart LLC	2090053419	03/30/2023	PW Boom Tractor #5062 - tires	1,395.95
Coblentz Equipment & Parts Co....	93251	04/06/2023	PW Boom Tractor #5062 - mirro...	516.74
Lowe's Home Centers Inc.	01800	04/06/2023	Supplies PO 23-8023	474.05
Lowe's Home Centers Inc.	1069	04/06/2023	Credit PO 23-1948	-113.05
Lewis Distributors LLC.	1494	04/06/2023	halogen capsule	15.00
Lewis Distributors LLC.	1494	04/06/2023	halogen capsule	23.00
Lewis Distributors LLC.	1494	04/06/2023	Non C brake clean	94.80
Jarrold Milligan	23-00008	04/06/2023	Buckhead Drainage Way Maint...	1,649.00
Pearce Trucking Inc.	23449	04/06/2023	Construction - restock Class I Rip..	3,239.04
Lowe's Home Centers Inc.	2541	04/06/2023	Credit PO 23-1880	-474.05
Bama Concrete Products Co. Inc.	379224	04/06/2023	BLANKET - concrete	450.00
Cintas	4150647722	03/30/2023	PAYER # 14353601	34.86
Cintas	4150654595	03/30/2023	Payer # 14385499	679.32
Southern Pipe & Supply	7701200-00	03/30/2023	24" 6' section cmp	237.54
Southern Pipe & Supply	7701200-00	03/30/2023	24" cmp band	41.09
Ander's Hardware Co. Inc.	N1195730	03/30/2023	GT #4188 - bolts	11.06
Northport Auto Supply Co. Inc.	100736007	04/06/2023	PW - lights for new mowers	896.48
Bama Concrete Products Co. Inc.	379259	04/06/2023	BLANKET - concrete	450.00
Ilex Farms Nursery Inc.	7991	04/06/2023	Beautification - nikko blue hydr...	119.00
Weathertech Distributing Comp...	8070538-00	04/06/2023	PW Shop - A/C repair	385.00
Ander's Hardware Co. Inc.	N1195967	04/06/2023	Shirley House - lamp cord repair	111.93
Lowe's Home Centers Inc.	01683B	04/06/2023	4 x 4 x 8	88.17
Southern Pipe & Supply	7802900-00	04/06/2023	Construction - quickrete cement	247.38
Benton Sod Farm	INV0019395	04/06/2023	BLANKET - sod for Construction...	175.00
Tuscaloosa County Health Dept	INV0019457	04/06/2023	Solid Waster Collector Permit F...	750.00
Lowe's Home Centers Inc.	01023	04/06/2023	1 x 6 x 12	64.02
Lowe's Home Centers Inc.	01023	04/06/2023	2 x 6 x 10	101.28
Lowe's Home Centers Inc.	01023	04/06/2023	2 x 4 x 10	145.92
Lowe's Home Centers Inc.	01023	04/06/2023	4 x 4 x 8	58.92
Waste Connections of Alabama ...	705	04/06/2023	6085-1018	26,110.00
Weathertech Distributing Comp...	8070589-00	04/06/2023	PW Shop - replace A/C fuse	40.29
Totally Promotional	SIN1464011	04/06/2023	mesh hats	575.40
Totally Promotional	SIN1464011	04/06/2023	rally towel	432.00
Totally Promotional	SIN1464011	04/06/2023	gen pens	282.50
Totally Promotional	SIN1464011	04/06/2023	color changing pencils	275.00
Totally Promotional	SIN1464011	04/06/2023	green frisbees	96.75
Totally Promotional	SIN1464011	04/06/2023	pen set up charge	99.30
Totally Promotional	SIN1464011	04/06/2023	technology set up charge	40.00
Totally Promotional	SIN1464011	04/06/2023	cup set up charge	50.00
Totally Promotional	SIN1464011	04/06/2023	towel set up charge	55.00
Totally Promotional	SIN1464011	04/06/2023	navy cups	91.50
Totally Promotional	SIN1464011	04/06/2023	credit card phone sleeve	235.00
Totally Promotional	SIN1464011	04/06/2023	frisbee set up charge	30.00
Totally Promotional	SIN1464011	04/06/2023	hat set up charge	30.00
Totally Promotional	SIN1464011	04/06/2023	black cups	91.50
Totally Promotional	SIN1464011	04/06/2023	neon green cups	91.50
Totally Promotional	SIN1464011	04/06/2023	purple frisbees	96.75
Totally Promotional	SIN1464011	04/06/2023	neon pink frisbees	96.75
Totally Promotional	SIN1464011	04/06/2023	yellow frisbees	96.75
Totally Promotional	SIN1464011	04/06/2023	red cups	91.50
Lowe's Home Centers Inc.	02925	04/06/2023	2 x 10 x 12	32.79
Lowe's Home Centers Inc.	02925	04/06/2023	18.5 circular wood	20.38
Black Warrior Solid Waste	20230401-0220-10050	04/06/2023	34	20,983.76
Amazon Capital Services	1GTF-H9NX-14GM	04/06/2023	Beautification - RMS Irrigation ...	265.76

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
FastSigns of Tuscaloosa	2032-23517	04/06/2023	PW - small logos for Supervisor ...	112.00
Verizon	616000040705	04/06/2023	PW - monthly GPS monitoring c...	1,620.46
Ander's Hardware Co. Inc.	N1196556	04/06/2023	Shirley House - ceiling light repa...	37.11
Lowe's Home Centers Inc.	15233	04/06/2023	credit PO 23-2029	-33.80
Cintas	4151351399	04/06/2023	Payer # 14353601	34.86
Cintas	4151357724	04/06/2023	PAyer # 14385499	1,032.05
Lowe's Home Centers Inc.	013238	04/06/2023	BLANKET - Community Events	175.61
Amazon Capital Services	14K1-3K1W-FMQQ	04/06/2023	PW Events- Gifts , Airhorn, Table..	572.99
Department 37 - Public Works Total:				107,534.53
Department: 39 - Utilities				
Harcros Chemicals	330135013	03/30/2023	Council Approved - Calcium Hy...	4,500.00
C.M. Kazmier	100222964	04/06/2023	Mission Unit for Sand Spring P...	4,038.40
Ricks Service Co LLC	230124-CNP-KC	03/30/2023	Water Plant - generator repair	250.00
ADS Security L.P.	16822620	04/06/2023	Door Alarm - Billing Office	855.12
Pace Analytical LLC	2335532668	03/30/2023	Council Approved - BLANKET - T...	400.50
Wells Fargo Vendor Financial Se...	4316714	03/30/2023	Utilities Copier Lease Buyout	184.72
Building Specialties Co. Inc.	71216679	03/30/2023	Water Plant - lab door closer	405.00
Building Specialties Co. Inc.	71216679	03/30/2023	WW Plant - hallway door closer	405.00
U.S. Postal Service	INV0019383	03/30/2023	POSTAGE BY MAIL	17.94
U.S. Postal Service	INV0019383	03/30/2023	POSTAGE BY MAIL	47.40
Northport Auto Supply Co. Inc.	100730597	04/06/2023	Blanket - Misc. Supplies for Inv...	44.15
Sequel Electrical Supply	S3581397.001	04/06/2023	Waster Water - maintenance on...	722.77
Northport Auto Supply Co. Inc.	100732508	04/06/2023	Blanket - Misc. Supplies for Inv...	8.77
Xerox Corporation	3957349	04/06/2023	Contract Charge 2/28-3/28/23	133.91
Xerox Corporation	3957349	04/06/2023	Contract Charge 2/28-3/28/23	221.70
Xerox Corporation	3957349	04/06/2023	Contract Charge 2/28-3/28/23	133.91
Verizon	9930208222	03/30/2023	642325112-00001	145.90
Staples Business Advantage	7606400641-0-1	04/06/2023	Correction Tape	9.51
Staples Business Advantage	7606400641-0-1	04/06/2023	G2 Pens	11.72
Staples Business Advantage	7606400641-0-1	04/06/2023	HP 26A Black Toner	204.70
Staples Business Advantage	7606400641-0-1	04/06/2023	#19 Rubber Bands	1.36
Wells Fargo Vendor Financial Se...	INV0019364	03/30/2023	Billing Office Copier Lease Buyo...	193.20
Verizon	9930457898	03/30/2023	942073882-00001	422.66
Comcast Cable	INV0019369	03/30/2023	3521 3RD ST S 8396 90 014 021...	453.74
Cintas	4149952287	03/30/2023	PAYER # 14385564	77.96
Cintas	4149952635	03/30/2023	PAYER # 14385434	315.90
Comcast Cable	INV0019368	03/30/2023	3950 3RD ST S, 8396 90 014 01...	286.04
Spire	INV0019380	03/30/2023	1000 HARPERCREEK DR 369822...	17.53
T-Mobile US Inc.	INV0019394	04/06/2023	976900299	611.14
Hach	13514249	03/30/2023	Annual Calibration Agreement f...	1,984.68
USA BlueBook	306325	03/30/2023	Lab Supplies for Quality Control...	44.00
USA BlueBook	306450	03/30/2023	Lab Supplies for Quality Control...	313.22
Pace Analytical LLC	2335538760	03/30/2023	Council Approved - BLANKET - T...	400.50
Cintas	4150236828	04/06/2023	Payer # 14385521	140.81
Southern Ionics Incorporated	655482	03/30/2023	Council Approved - Liquid Alum...	5,259.44
Verizon	9930841344	04/06/2023	423469999-00001	675.00
Motion Industries Inc.	AL06-00645885	03/30/2023	Versa Valves for WTP	956.42
One Source Office Products LLC	OE-QT-5522-1	03/30/2023	60 Gal Trash Bags	193.40
One Source Office Products LLC	OE-QT-5522-1	03/30/2023	Pine Sol	48.42
One Source Office Products LLC	OE-QT-5522-1	03/30/2023	Paper Towels	281.84
One Source Office Products LLC	OE-QT-5522-1	03/30/2023	Toilet Paper	60.55
One Source Office Products LLC	OE-QT-5522-1	03/30/2023	Webster Drawstring Trash Liners	171.16
Northport Auto Supply Co. Inc.	100736487	04/06/2023	Water Truck #5416 Battery	139.38
Wells Fargo Vendor Financial Se...	5024458938	04/06/2023	Blanket - Billing Office Copier Le...	178.26
Lowe's Home Centers Inc.	12571	04/06/2023	Blanket - Misc. Supplies for WTP	100.66
Idexx Distribution Inc	3125887240	04/06/2023	Lab Supplies for E Coli Testing at..	1,236.01
Xerox Corporation	IN2160126	04/06/2023	Per Copy 2/28-3/28/23	14.78
Xerox Corporation	IN2160126	04/06/2023	Per Copy 2/28-3/28/23	76.42
Xerox Corporation	IN2160126	04/06/2023	Per Copy 2/28-3/28/23	2.27
Northport Auto Supply Co. Inc.	100737894	04/06/2023	WW Truck #2350 Body Mounts	157.90

Expense Approval Report

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Cintas	4150653009	04/06/2023	Payer # 14385564	167.86
Cintas	4150653308	04/06/2023	Payer # 14385434	405.51
Donohoo Chevrolet LLC	INV0019396	04/06/2023	Council Approved - Half Ton Tru...	45,089.36
Northport Auto Supply Co. Inc.	100738299	04/06/2023	Water Truck #6750 Radiator Ho...	41.39
Tuscaloosa Chrysler Dodge Jeep...	513840	04/06/2023	Water Truck # 6750 Fan Shroud	140.80
Spectrum Business	0105104033023	04/06/2023	11405 Lary Lake Rd 8781 14 101..	89.99
Northport Auto Supply Co. Inc.	100738672	04/06/2023	Water Backhoe #9433 Hyd. Filter	33.77
Dell Marketing LP	10662394468	04/06/2023	Computer Replacement for Billi...	1,016.38
Dell Marketing LP	10662394468	04/06/2023	Computer Replacements for W...	1,016.38
Dell Marketing LP	10662394468	04/06/2023	Computer Replacement for W...	1,283.57
Cintas	4150957615	04/06/2023	Payer # 14385521	140.81
Hydra Service Inc.	167198	04/06/2023	Pump Evaluation and Teardown...	375.00
Empire Pipe and Supply Compa...	2108263	04/06/2023	Council Approved - 2" Octave ...	9,000.00
Ander's Hardware Co. Inc.	N1196623	04/06/2023	Waste Water Plant - 5 amp fuse...	9.90
Northport Auto Supply Co. Inc.	100738872	04/06/2023	Water Truck #6750 Blower Mot...	91.78
Cintas	4151356330	04/06/2023	Payer # 14385564	147.61
Cintas	4151356632	04/06/2023	Payer # 14385434	328.18
Ander's Hardware Co. Inc.	N1196701	04/06/2023	BLANKET - Misc. Supplies for W...	9.54
Department 39 - Utilities Total:				86,943.60
Department: 40 - Williamson Cemetery				
HudCo Landscape and Irrigation...	1276	04/06/2023	Williamson Cemetery Grounds...	1,111.11
Department 40 - Williamson Cemetery Total:				1,111.11
Department: 41 - Outside Agency Funding				
Arts & Humanities Council of Tu...	INV0019402	04/06/2023	Quarterly Funding Payment - Ap...	20,000.00
Focus on Senior Citizens	INV0019404	04/06/2023	Quarterly Funding Payment - Ap...	7,500.00
Friends of Historic Northport	INV0019405	04/06/2023	Quarterly Funding Payment - Ap...	2,500.00
Kentuck Museum Association	INV0019406	04/06/2023	Quarterly Funding Payment - Ap...	18,750.00
Tuscaloosa County Industrial De...	INV0019409	04/06/2023	Quarterly Funding Payment - Ap...	7,500.00
Tuscaloosa County Park & Recr...	INV0019410	04/06/2023	Quarterly Funding Payment - Ap...	59,000.00
Tuscaloosa Metro Animal Shelter	INV0019411	04/06/2023	Animal control Contract - April ...	16,828.25
Tuscaloosa Public Library	INV0019412	04/06/2023	Quarterly Funding Payment - Ap...	31,250.00
Tuscaloosa Tourism & Sports C...	INV0019413	04/06/2023	Quarterly Funding Payment - Ap...	6,250.00
Warrior Baseball Association	INV0019414	04/06/2023	Quarterly Funding Payment - Ap...	6,250.00
West Alabama Food Bank	INV0019415	04/06/2023	Quarterly Funding Payment - Ap...	6,250.00
Department 41 - Outside Agency Funding Total:				182,078.25
Department: 43 - Incentives				
Northport Corners	INV0019375	03/30/2023	ECONOMIC INCENTIVE PAYME...	93,750.00
Department 43 - Incentives Total:				93,750.00
Department: 45 - 2019 Additional Sales Tax				
Kimley-Horn and Associates Inc.	014152002-0223	03/30/2023	Grant Writing Contract Amend...	11,132.06
Northport Gazette The	INV0019398	04/06/2023	Public Notice Ad for 2706 Union...	110.95
Northport Gazette The	INV0019399	04/06/2023	2706 Union Chapel Road Public...	158.20
Department 45 - 2019 Additional Sales Tax Total:				11,401.21
Grand Total:				611,602.35

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	517,658.75
22 - MUNICIPAL COURT JUDICIAL ADMIN FUND	7,000.00
50 - WATER & SEWER FUND	86,943.60
Grand Total:	611,602.35

Account Summary

Account Number	Account Name	Payment Amount
01-13-100-50245	Development Funds - Ma...	2,300.00
01-13-104-50245	Development Funds - Distr..	300.00
01-13-110-50312	Cell Phones	294.49
01-15-000-50102	Postage	26.60
01-15-000-50105	Office Supplies	414.90
01-15-000-50175	Sundry Expense	473.39
01-15-000-50226	Downtown Parking Lease	3,500.00
01-15-000-50250	Community Events	988.34
01-15-000-50312	Cell Phones	244.84
01-15-000-50350	Insurance - General Fund	575.00
01-15-000-50357	Janitorial Contracts - City ...	30.46
01-15-000-50366	Maintenance & Repair - P...	1,485.52
01-15-000-50371	Maintenance - Facilities	802.72
01-15-000-50383	Repair - Facilities	41.58
01-15-000-50456	Service Contracts	355.14
01-15-000-50590	Utilities - Other	947.40
01-15-600-80000	Equipment	9,700.00
01-15-600-80001	Infrastructure	28,026.51
01-16-000-50102	Postage	54.54
01-16-000-50105	Office Supplies	191.16
01-16-000-50112	Advertising	70.00
01-16-000-50247	Outsourced Legal Services	600.00
01-16-000-50312	Cell Phones	179.94
01-16-000-50420	Travel	318.20
01-17-000-50102	Postage	181.02
01-17-000-50105	Office Supplies	188.98
01-17-000-50312	Cell Phones	64.80
01-17-000-50373	Judicial Services - Court J...	3,953.50
01-22-000-50106	Office Equipment	2,159.48
01-22-000-50108	Equipment - Computers &...	8,989.40
01-22-000-50109	Equipment - Routers & Se...	1,833.30
01-22-000-50111	Software - License & Main...	17,447.40
01-22-000-50312	Cell Phones	310.68
01-22-000-50348	Utilities - Internet	7,295.43
01-25-000-50102	Postage	975.72
01-25-000-50312	Cell Phones	235.41
01-26-000-50102	Postage	71.78
01-26-000-50267	Personnel Legal Expenses	1,600.00
01-26-000-50312	Cell Phones	91.30
01-28-000-50102	Postage - Admin	915.30
01-28-000-50105	Office Supplies	97.07
01-28-000-50312	Cell Phones	490.86
01-32-000-50102	Postage	2.04
01-32-000-50105	Office Supplies	469.07
01-32-000-50106	Office Equipment	81.00
01-32-000-50312	Cell Phones	542.46
01-33-000-50102	Postage	87.01
01-33-000-50105	Office Supplies	812.02
01-33-000-50175	Sundry Expense	374.96
01-33-000-50270	Ammunition	712.00

Account Summary

Account Number	Account Name	Payment Amount
01-33-000-50283	Uniforms	113.78
01-33-000-50312	Cell Phones	1,489.01
01-33-000-50355	Communication System - ...	500.00
01-33-000-50361	Maintenance & Repair - P...	866.48
01-33-000-50367	Maintenance & Repair - V...	9,414.42
01-33-000-50368	Maintenance & Repair - E...	1,103.73
01-33-000-50399	Range Supplies	168.03
01-33-000-50402	Training - Departmental	140.61
01-33-000-50420	Travel	20.00
01-33-000-50422	Meals	15.99
01-33-000-50515	Decedent Transport	120.00
01-33-000-50522	Utilities - Natural Gas	25.21
01-33-000-50590	Utilities - Other	366.09
01-35-210-50104	Printing & Duplication	171.00
01-35-210-50412	Maintenance & Repair - T...	726.50
01-35-210-50520	Utilities - Natural Gas	1,516.04
01-35-211-50380	Repairs - Station 1	423.59
01-35-211-50434	Janitorial Supplies - Statio...	242.76
01-35-212-50257	Hand Tools & Equipment -...	18.02
01-35-212-50279	Living Quarters Supplies - ...	22.99
01-35-212-50380	Repairs - Station 2	88.03
01-35-212-50434	Janitorial Supplies - Statio...	373.99
01-35-213-50257	Hand Tools & Equipment -...	145.60
01-35-213-50360	Maintenance - Station 3	-74.67
01-35-213-50380	Repairs - Station 3	268.55
01-35-213-50434	Janitorial Supplies - Statio...	70.46
01-35-214-50360	Maintenance - Station 4	1,161.85
01-35-214-50434	Janitorial Supplies - Statio...	102.54
01-37-310-50010	Hiring & Recruitment Exp...	225.00
01-37-310-50102	Postage	63.64
01-37-310-50104	Printing & Duplication	112.00
01-37-310-50105	Office Supplies	609.22
01-37-310-50107	Office Furniture	0.00
01-37-310-50256	GPS Tracking	1,620.46
01-37-310-50261	Contract Shirts & Pants	1,781.09
01-37-310-50305	Contract Services	827.70
01-37-310-50312	Cell Phones	1,727.87
01-37-310-50359	Fuel & Oil	300.10
01-37-310-50442	Mosquito Spraying Chemi...	2,117.52
01-37-310-50451	Solid Waste Authority Con...	21,140.01
01-37-310-50458	Landfill - Advanced Dispos...	26,110.00
01-37-310-50520	Utilities - Natural Gas	1,437.40
01-37-311-50221	Hand Tools - Beautification	265.76
01-37-311-50234	Supplies - Beautification	187.37
01-37-311-50387	Supplies - Community Eve...	3,722.47
01-37-312-50234	Supplies - Construction	17,553.15
01-37-316-50234	Supplies - Shop	132.80
01-37-318-50380	Repairs - Public Works Bui...	616.59
01-37-320-50380	Repairs - Garbage Trucks	102.19
01-37-321-50360	Maintenance - Heavy Equ...	1,544.30
01-37-321-50380	Repairs - Heavy Equipment	516.74
01-37-326-50360	Maintenance - Mowers & ...	896.48
01-37-327-50360	Maintenance - Buckhead ...	1,649.00
01-37-328-50276	Street and Traffic Signs	1,798.77
01-37-329-50360	Maintenance - Train Depot	21.98
01-37-330-50360	Maintenance - Shirley Pla...	149.04
01-37-600-80000	Equipment	17,448.68
01-37-600-80004	Grant Assets	2,857.20

Account Summary

Account Number	Account Name	Payment Amount
01-40000	Business License	280.33
01-40-000-50360	Maintenance - Williamson...	1,111.11
01-41-000-50801	Tuscaloosa Public Library	31,250.00
01-41-000-50802	Kentuck Museum	18,750.00
01-41-000-50803	Metro Animal Shelter	16,828.25
01-41-000-50804	FOCUS	7,500.00
01-41-000-50805	Tuscaloosa County Industr...	7,500.00
01-41-000-50807	Friends of Historic Northp...	2,500.00
01-41-000-50808	Warrior Baseball	6,250.00
01-41-000-50809	Fine Arts Initiative - Arts C...	20,000.00
01-41-000-50810	Tuscaloosa County PARA	59,000.00
01-41-000-50813	Tuscaloosa Tourism & Spo...	6,250.00
01-41-000-50814	West Alabama Food Bank	6,250.00
01-43-000-60901	Northport Corners LLC	93,750.00
01-45-000-54101	Demolition/Blight Removal	269.15
01-45-000-54400	Economic & Community E...	11,132.06
22-17-000-50373	Judicial Services	7,000.00
50-39-510-50102	Postage	17.94
50-39-510-50106	Office Equipment	333.41
50-39-510-50261	Contract Shirts and Pants	1,724.64
50-39-510-50303	Janitorial Supplies	193.40
50-39-510-50305	Contract Services	855.12
50-39-510-50312	Cell Phones	1,854.70
50-39-510-50386	Cleaning Supplies	330.26
50-39-510-50394	Repairs - Heavy Equipment	33.77
50-39-510-50396	Repairs - Vehicles	571.25
50-39-510-50473	Inventory Supplies	52.92
50-39-510-50520	Utilities - Natural Gas	17.53
50-39-510-50590	Utilities - Other	829.77
50-39-511-50102	Postage	47.40
50-39-511-50105	Office Supplies	227.29
50-39-511-50106	Office Equipment	669.58
50-39-511-50108	Equipment - Computers &...	1,016.38
50-39-512-50106	Office Equipment	136.18
50-39-512-50108	Equipment - Computers &...	1,016.38
50-39-512-50300	Chemicals	5,259.44
50-39-512-50313	Laboratory Supplies	357.22
50-39-512-50336	Repairs	4,693.40
50-39-512-50360	Maintenance	1,066.62
50-39-512-50454	Testing & Professional Ser...	801.00
50-39-513-50108	Equipment - Computers &...	1,283.57
50-39-513-50300	Chemicals	4,500.00
50-39-513-50303	Janitorial Supplies	60.55
50-39-513-50313	Laboratory Supplies	1,236.01
50-39-513-50336	Repairs	414.90
50-39-513-50360	Maintenance	722.77
50-39-513-50386	Cleaning Supplies	171.16
50-39-513-50454	Testing & Professional Ser...	1,984.68
50-39-514-60000	2" Meter Replacement	9,000.00
50-39-515-50389	Maintenance - Collections...	375.00
50-39-600-80000	Equipment	45,089.36
Grand Total:		611,602.35

Project Account Summary

Project Account Key	Payment Amount
None	611,602.35
Grand Total:	611,602.35



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: April 17, 2023

SUBJECT: PO Requisition, Outsourced Legal Services, M. Virginia Buck, \$17,300.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Please find attached, an invoice from M. Virginia Buck for outsourced legal expenses pertaining to the Eddie Kane Steel case. The invoice is in the amount of \$17,300.00. The department respectfully requests payment approval in the amount of \$17,300.00

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-16-000-50247 Amount: \$17,300.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$17,300.00 to M. Virginia Buck, Attorney at Law.



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: April 17, 2023

SUBJECT: PO Requisition, Meal Reimbursement, Hayden Studdard, \$139.78

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Haley Abbett

Approved By: Gerald Burton

Summary:

This is a request for meal reimbursement for Investigator Hayden Studdard. Expenses occurred during Kinesic Interview and Interrogation training in Florence, AL March 27 - 31, 2023.

Recommendation:

That this request be passed.

Funding Source/GL Code:

GL Code No. 01-33-000-50422 Amount: \$139.78

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$139.78.

Buffalo Wild Wings
Site #3536
2870 Florence Blvd

256-740-8464

Server: Ho
07:54 PM
Table 232/1

DOB: 03/27/2023
03/27/2023
6/60015

Sale

VISA
Card #: *****9541
Card Entry Method: CHIP

***** EMV PURCHASE *****

App Label:

Visa Debit

Mode:

Issuer

AID: a0000000031010

TUR: 0000008000

TSI: f800

IAD: 06010a03602012

ARC: 00

Approval: H97578

Amount:: USD \$20.66

+ Tip:: _____

= Total:: _____

X _____
STUDDARD/HAYDEN T

Starting Tue 1/4/22

Customer Copy



Muscle Shoals
808 Avalon Avenue
Muscle Shoals, AL 35661
www.lawlorsbarbecue.com

Server: Isaiah P

03/27/2023

Check: 1006

11:56 AM

Dine-In

Item	Price
BBQ Nachos	\$10.75
Chicken @ 2.75	
20 oz Drinks @ 2.00	

Subtotal \$10.75

10% Discount -\$1.08

Sales Tax \$0.87

Total \$10.54

Visa Tendered \$10.54

Card Type: Credit

Card Number: *****9541

Reference: 2206318

Authorization: H10757

Entry Mode: Contactless

Application Name:

Application Label: Visa Debit

AID: A0000000031010

TC: TC 5C7E788BFC1DD38

PIN Verified: False

YOUR TICKLED PINK SERVICE PROVIDED BY
Isaiah

GARDEN GATE CAFE
701 AVALON AVE
MUSCLE SHOALS, AL 356612303
2563836905

Cashier: BRIAN JEFFRAYS

Transaction 100024

Total \$11.98
Tip \$4.00
DEBIT CARD SALE \$15.98
VISA 9541

Retain this copy for statement
validation

29-Mar-2023 1:18:30P
\$15.98 | Method: EMV
US Debit XXXXXXXXXXXX9541
HAYDEN T STUDDARD
Reference ID: 308800556437
Auth ID: H23505
MID: *****1674
AID: A0000000980840
AthNtwkNm: VISA
RtInd: CREDIT
SIGNATURE VERIFIED

Online: <https://clover.com/p/1VZTF53JKZ060>

Payment 1VZTF53JKZ060

Clover Privacy Policy
<https://clover.com/privacy>



APPLEBEE'S
NEIGHBORHOOD GRILL & BAR
2271 Florence Blvd.
Florence, AL 35630
(256)764-7644

BRITTANY B TB#11
DATE: 03-28-23 TIME: 07:21 PM GUESTS: 1
Check #: 9413-707418

APPROVED
SOURCE: POS
CARD TYPE: VISA
CARD NUMBER: *****9541
APPROVAL CODE: H93992
Merchant ID: 061345
Trans Type: AUTH

App Label: Visa Debit
Card Entry: CHIP
AID: A0000000031010
TVR: 0000008000
TSI: F800
AC: 3DE6B2BEA9E927F2
ARC: 00

Amount: 18.59
Tip: 7.00
Total: 25.59

Cardmember agrees to pay total in
accordance with agreement governing
use of such card.

Gratuity Examples
15 % Tip = \$2.55
18 % Tip = \$3.05
20 % Tip = \$3.40

** Guest Copy **

CHAMPY'S FAMOUS FRIED CHICKEN
120 W. Second Street
Muscle Shoals, AL 35661
(256) 389-9985

Server: Anna
12:37 PM
Table 102/2

DOB: 03/30/2023
03/30/2023
2/20034

SALE

VISA 2097162
Card #XXXXXXXXXX9541
Magnetic card present: STUDDARD HAYDEN T

Card Entry Method: S

Approval: H25536

Amount: \$17.42

+ Tip: _____

= Total: _____

I agree to pay the above
total amount according to the
card issuer agreement.

X _____

<< Customer Copy >>

Sam's Grill Florence
339 Seville St

Server: Courtney
07:39 PM
Table 53/2

DOB: 03/29/202
03/29/202
1/1004

SALE

VISA 104861
Card #XXXXXXXXXX9541
Magnetic card present: STUDDARD HAYDEN T
Card Entry Method: S

Approval: H96989

Amount: \$29.9

+ Tip: _____

= Total: _____

I agree to pay the above
total amount according to the
card issuer agreement.

X _____

Thank you for joining us at Sam's
Please visit us at
WWW.SAMSSPORTSGRILL.COM

Your Copy

Rosie's
Mexican Cantina
302 N. Court Street
Florence, AL 36630
(256) 767-5599

Tbl: 35 Gst: 7 Srvr: Channery T
Date: 03-30-10 7:23pm 2.0440.00291

Guests: 2
1 Sweet tea 2.99
1 Ching 14.95

~~Chicken~~

Sub-Total: 17.94

Sales Tax: 1.70

Total Due: 19.64



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: April 17, 2023

SUBJECT: PO Requisition, Metro Jail Bill January - March 2023, Tuscaloosa County Commission, \$46,777.50

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 Tuscaloosa County Commission in the amount of \$46,777.50. This is the cost to house prisoners January - March 2023.

Recommendation:

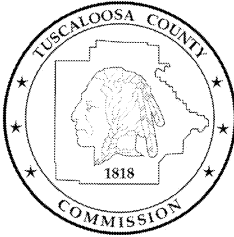
That this request be passed.

Funding Source/GL Code:

GL Code No. 12-33-000-50233 Amount: \$46,777.50

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$46,777.50.



INVOICE

TUSCALOOSA COUNTY COMMISSION
P.O. BOX 20113
TUSCALOOSA AL 35402-0113

Invoice Date: 04/05/2023
Customer Number: 100-0000003-000
Invoice Number: 236
Amount Due: \$47,239.50

Amount Enclosed: _____

CITY OF NORTHPORT
PO BOX 569
NORTHPORT AL 35476

PLEASE DETACH TOP PORTION AND REMIT WITH PAYMENT

Invoice Date: 04/05/2023 Description: INMATE HOUSING

Reference to: JANUARY 2023 - MARCH 2023

Date	Quantity	Unit Price	Description	Taxable	Extended Total
01/31/23	1.00000	14,052.50		N	\$14,052.50
			BASE CONTRACT - JANUARY 2023		
02/28/23	1.00000	14,052.50		N	\$14,052.50
			BASE CONTRACT - FEBRUARY 2023		
03/31/23	1.00000	14,052.50		N	\$14,052.50
			BASE CONTRACT - MARCH 2023		
03/31/23	1.00000	4,620.00		N	\$4,620.00
			OVERAGE - MARCH 2023		
Subtotal					\$46,777.50
Sales Tax					\$.00
Invoice Total					\$46,777.50



INQUIRIES Email receivables@tuscco.com.

* End of Customer Invoices *

* End of Invoice *

MUNICIPALITY AND TOWN INMATE COUNT

CITY OF NORTHPORT	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEP 2023	Annual Total
MONTHLY ALLOWANCE	248	240	248	248	224	248	240	248	240	248	248	240	
TOTAL INMATES	342	237	243	236	188	304	0	0	0	0	0	0	1,550
OVERAGE	94	(3)	(5)	(12)	(36)	56	(240)	(248)	(240)	(248)	(248)	(240)	
Base Contract Amount	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	
Overage Rate: \$82.50	7,755.00	0.00	0.00	0.00	0.00	4,620.00							
Total Amount Due	21,807.50	14,052.50	14,052.50	14,052.50	14,052.50	18,672.50	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	181,005.00



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: April 17, 2023

SUBJECT: PO Requisition, Martin Spur Radio Tower Repair Air Conditioner Replacement, P&C Solutions, \$23,328.56

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 P&C Southern Solutions in the amount of \$23,328.56. This is the cost to replace two Leach air conditioning units at the Martin Spur radio tower site.

Recommendation:

That this request be passed.

Funding Source/GL Code:

GL Code No. 01-33-600-80000 Amount: \$23,328.56

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$23,328.56



HEATING · AIR CONDITIONING · INSULATION

PO BOX 233
Northport, AL 35476
(205) 345-9112
info@pandchvac.com

Estimate

ESTIMATE#

84067924

DATE

03/27/2023

PO#

Radio Tower

CUSTOMER

City of Northport - Customer
City of Northport - Customer
3500 McFarland Blvd
Northport AL 35476

SERVICE LOCATION

3500 McFarland Blvd
Northport, AL 35476

DESCRIPTION replacement of 2 Leach Units at the radio tower

Estimate

Description

Bard Leach unit

Installation of 2 Bard Leach units installed with electrical, ductwork (sleeve), & labor for complete installation

Warranty

1 Year Parts & Labor

5 Year Parts

Qty

Rate

Total

2.00

11,664.28

23,328.56

Note: As of 3-27-23 These units are in stock and available, this is subject to change based on when you commit, other units are 20 - 25 weeks out

CUSTOMER MESSAGE

Estimate prices are subject to change due to the ease or difficulty of construction, coordination and installation. Estimates & invoices for new construction are given on a cash or check payment basis. Please be advised if paying new construction invoices by credit/debit card, there will be a 3% convenience fee added to the total estimated price. This estimate expires 30 days from date of issuance.

Estimate Total:

\$23,328.56

*Martin Spur Radio tower
A/C Change out*

PRE-WORK SIGNATURE

Signed By:

Walter 2901 Rm 201
A/C cleaning out



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: April 17, 2023

SUBJECT: PO Requisition, Meal Reimbursement, Tim Brown, \$11.52

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Haley Abbett

Approved By: Gerald Burton

Summary:

This is a request for meal reimbursement for Officer Tim Brown. Expenses occurred during the Honor Guard trip to Huntsville, AL to attend Officer Crumby's funeral service.

Recommendation:

That this request be passed.

Funding Source/GL Code:

GL Code No. 01-33-000-50422 Amount: \$11.52

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$11.52.

Tai O...

Bojangles 1007
N Memorial Pkwy
5015 N Memorial Pkwy
HUNTSVILLE, AL 35810

04/03/23

09:34:00

Merchant ID: 345903226883

Term ID: 7987055

Store: 1007

Net ID: 02

Net Name: VISA

Lane: 2

SALE

*****8734

VISA

Entry Method: Chip Read Contact

Appr Code: 074412

Transaction ID: 188349

Invoice: 10091

Response: APPROVAL - 000

Approved: Online

CID Code: 0x80 (ARQC)

VISA DEBIT

AID: A0000000031010

TVR: 8000008000

TSI: 6800

AC: DCD7DB264E636393

IAD: 06061203A0A000

ARC: 00

Total:

\$

11.52

No Refunds
Store Credit Only

Customer Copy

HUNTSVILLE, AL 35810
5015 N Memorial Pkwy
N Memorial Pkwy
Bojangles 1007

04/03/23 09:34:00

Merchant ID: 34580325883
Term ID: 103702
Net ID: 02
Net Name: VISA

Lane: 2

SALE

VISA

Entry Method: Chip Read Contact
*****8734

Appr Code: 074412
Transaction ID: 188349
Invoice: 10081
Reason: APPROVAL 000
Approved: Online
CID Code: 0x80 (ARQC)

VISA DEBIT
AID: A000000031010
TVR: 800008000
TSI: 8800
AC: 0C0708284E83833
IAD: 06081203A0A000
ARC: 00

Total: \$ 17.52

Store Credit Only
No Refunds

Customer Copy



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: April 17, 2023

**SUBJECT: PO Requisition, AT&T Mobility, Absolute Mobile Solutions Software Renewal,
\$7,700.00**

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 of Mobility Premium Software Maintenance renewal, formerly NetMotion. This software is used by our first responders in the Fire and Police Departments for mobile VPN use. The total cost is \$7,700.00. Requisition No. 232441.

Recommendation:

Funding Source/GL Code:

GL Code No. 01-35-210-50111 Amount: \$3,850.00

GL Code No. 01-33-000-50111 Amount: \$3,850.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$7,700.00 to AT&T Mobility.



March 29, 2023

Quote #: Q-226886-1
Territory: TOLA - Corporate
Account ID: 00100000008112y

Ship To:
Scott Murphy
City of Northport
3500 McFarland Blvd
Northport, AL 35476-3181
(205) 339-7000
smurphy@cityofnorthport.org

Dear Scott,

This quote is valid until May 31, 2023.

Convert to complete

Product Description	AT&T SKU	SKU	Qty	Unit List Price	City of Northport Price
Mobility Premium Software Maintenance * 24x7 technical support * Major version upgrades * Tech notes and web based support * Cumulative quantity discounts on additional device licenses * Patch and point releases at no additional charge * Guaranteed response times (Effective from 5/22/2023 through 5/21/2024)	43686	11NMX25	50	25%	USD 5,700.00
Maintenance Subtotal					USD 5,700.00
Total					USD 5,700.00

Optional Pro-Services

Product Description	AT&T SKU	SKU	Qty	Unit List Price	City of Northport Price
Absolute Mobile Solutions Group – Technical Services Includes: • Planning discussion with a NetMotion Engineer • Up to one eight-hour configuration day • Services must be used within 90-days of purchase	43762	NMS-PS-8	1	USD 2,000.00	USD 2,000.00
Mobility Solutions Group Services Subtotal					USD 2,000.00
Total					USD 2,000.00

Please do not hesitate to contact your AT&T and Absolute Secure Access (formerly NetMotion) Sales Representatives, who are available to answer any questions you may have.

Payton Finch
pfinch@absolute.com
Phone:

Matt Snapp
AT&T Mobility
ms033f@att.com
(256) 499-1822

State and local sales tax will apply in certain states. Exempt customers must provide an official sales tax exemption certificate in compliance with state and local laws to avoid sales tax charges. Please note that pricing on this quote is subject to change if you purchase additional licenses, add new software features, or if we change our software prices. Maintenance renewals are based on current software list prices at the time of renewal and must include the total quantity of licenses, servers, and features that you own at the time of renewal. This pricing quote is confidential and may not be redistributed.



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

AGENDA ITEM NO. 9.c.9.

MEETING DATE: April 17, 2023

SUBJECT: PO Requisition, Public Works Kubota Excavator - \$111,706.75

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Brooke Starnes

Summary:

The requisition to Capital Tractor is for a Kubota KX080-4S2R3A Excavator for the Public Works Department in the amount of \$111,706.75

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-600-800000 Amount: \$111,706.75

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$111,706.75 to Capital Tractor.



1498 FURNACE ST. MONTGOMERY, AL 36104 334.264.0086

FOR: City of Northport
Attn: Michael Knight
205-861-8026
mknight@cityofnorthport.org

DATE: 2-16-23
DELIVERY:
QUOTED BY: Adam Donaldson
QUOTE #:

WE ARE PLEASED TO QUOTE YOU ON YOUR ORDER AS FOLLOWS:

QUANTITY	DESCRIPTION	PRICE	NET
	State Contract # MA 999 1800000000315		
Line 9	Kubota KX080-4S2R3A Excavator		\$ 100,173.84
	8 ton operating weight, rubber tracks, 66 hp		
	cab, a/c, heat, hydraulic angle blade		
	2 auxiliary circuits		
Line 10	Optional Equipment		
	Hydraulic Thumb Kit		\$ 5,748.14
	Radio		\$ 340.91
	Mechanical Quick Coupler		\$ 2,064.95
	36" Bucket		\$ 3,319.82
		DELIVERY:	\$ 400.00
		DOC FEE:	
		SUBTOTAL:	\$ 112,047.66
		TAX:	\$ -
		TOTAL:	\$ 112,047.66

\$111,706.75

This quote is good for 45 days.



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

Quote

Quote # : 4375729
Quote Date : Feb 24, 2023
Expiration Date : Mar 26, 2023

Customer:
City Of Northport
Accounts Payable, P O Box 569
Northport, AL 35476

Ship To:
City Of Northport
P.O. Box 569
Northport, AL 35476

Tel: 205-339-7000

Account Code : C001481
Terms : Net 30
Customer Job # :
Salesperson : Rick Fountain
Order Name : Northport City Hall

Purchase Order # :
Shipped Via : Our Truck

Northport City Hall

<u>Qty</u>	<u>Product Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
130	Mortise Cylinder DG1 41 MK VK PLUG W/KEYS 32D	100.00	13,000.00
5	Rim Cylinder DG1 34 MK VK PLUG W/KEYS 32D	100.00	500.00
3	Dummy Cylinder Dummy Cylinder 7150 US26D	14.00	42.00
5	Blocking Ring 90 1/8 32D	10.00	50.00
4	Mortise Cylinder DG1 43 GMK 32D	100.00	400.00
<u>Description</u>			<u>Price</u>
INSTALL 138 CYLINDERS			9,000.00
Pre-Tax Total		:	22,992.00
12657 - AL-Tuscaloosa Co CL		:	0.00
10017 - AL-Alabama State		:	0.00
12658 - AL-Northport Ci		:	0.00
Quote Total		:	22,992.00



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

AGENDA ITEM NO. 9.c.11.

MEETING DATE: April 17, 2023

SUBJECT: PO Request for Repairs of the Front Bay Door at Fire Station #3, \$5865.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This is a Purchase Order Request for repairs to be completed on the front bay door at Fire Station #3.

This is an emergency PO request for an unbudgeted repair to be completed. The drive gear box and drive belts on the current bay door have failed and need to be replaced as soon as possible. The total cost of repairs is \$5865.00.

Recommendation:

Approve this PO Request

Funding Source/GL Code:

GL Code No. 01-35-213-50380 Amount: \$5865.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5865.00.

Overhead Door of Tuscaloosa

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

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

The Genuine. The Original.



Proposal #: 2-29248

PROPOSAL SUBMITTED TO: CITY OF NORTHPORT			Date 4/7/2023	Attention
STREET			Job Name CITY OF NORTHPORT/ FIRE STATION # 3	
City	State	Zip Code	Job Location	
Phone Number	Fax Number		Job Phone	

FURNISH AND INSTALL:

PROPOSAL TO INCLUDE THE FOLLOWING:

- Replace Reducer Gear 40:1 Assy. and V Belt on a Door Engineering B- Fold

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

- This proposal includes and is based on our standard insurance coverage
- Work is to be completed during our normal business hours only.
- Un-restricted access to each opening is required. If not, additional charges will apply.

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

Five Thousand Eight Hundred Sixty Five Dollars and No Cents

\$ 5,865.00

Signature

Scott Pate General Manager

Direct Dial: 205 345 8588

TERMS AND CONDITIONS

Payment to be made as follows:

Prices subject to change if not accepted in TBD days.

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

F.D. # 3 Front Bay Door Repair

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

Purchaser: _____

Signature

Title

Date of Acceptance



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

AGENDA ITEM NO. 9.c.12.

MEETING DATE: April 17, 2023

SUBJECT: PO Requisition, Financial Software Renewal, Tyler Technologies, \$40,249.33

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Whitney Bostick

Approved By: Darren McGee

Summary:

This is invoice 025-41564 for Tyler Technologies for annual software support of our financial software.

Recommendation:

It is recommended to approve the request.

Funding Source/GL Code:

GL Code No. 01-25-000-50111 Amount: \$40,249.33

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$40,249.33 to 01-25-000-50111.



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

AGENDA ITEM NO. 9.c.13.

MEETING DATE: April 17, 2023

SUBJECT: PO Requisition, Carrier Frame for Return Sludge Pump at WWTP, Morrow Water Technologies, \$5,144.28

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The requisition request for Morrow Water Technologies, Inc., in the amount of \$5,144.28 is for the purchase of frame components for the return sludge pump located at the Wastewater Treatment Plant.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50336 Amount: \$5,144.28

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,144.28 to Morrow Water Technologies, Inc.



Pumping Solutions for Municipal Water & Waste Water

PROPOSAL NO.: 0220-86-65 Rail System and Sealing Flange
PAGE 1 OF 1

7440 Cahaba Valley Rd. | Birmingham, AL 35242
P 205.408.6690 | F 205.408.6690 | morrowwater.com

YOUR INQUIRY: Rail system and sealing flange	DATE OF INQUIRY February 20, 2023	DATE OF REVISION	PROPOSAL VALID FOR:
---	--------------------------------------	------------------	---------------------

TO: City of Northport	Customer Phone: xxx-xxx-xxxx Customer Fax: E-Mail: xxxxxxxxxxxxxxxx
Attention: Wesley Cunningham	Quote Prepared by: Harry Clark (205) 408-6658

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	527820007 Carrier Ordinary location	3,420.57	3,420.57
1	071820005 Sealing flange- ordinary location	1,323.71	1,323.71

****DUE TO CURRENT MARKET VOLATILITY QUOTE WILL BE VALID FOR
14 DAYS****

TOTAL PRICE LESS FREIGHT AND TAXES 4,744.28

The safe application and use of equipment supplied by Morrow Water Technologies, Inc is the responsibility of the installer, user, and employer. To evaluate the safe application of this equipment, the following should be considered: the location of the installation, accessibility of employees and other persons to the equipment, and adjacent equipment, applicable building and safety codes, and requirements of OSHA.

Equipment sold by Morrow Water Technologies is subject to the individual manufacturer's warranty terms and conditions

TERMS: See Terms and Conditions	Freight: Not Included
FOB: Shipping Point	Delivery: X to X Weeks ARO
Delivery Date Not Guaranteed Due To Current Supply Chain Issues	

Agreement:

Sign and date to purchase

Signature

Date

A Brownlee-Morrow Enterprises Company



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

AGENDA ITEM NO. 9.c.14.

MEETING DATE: April 17, 2023

SUBJECT: PO Requisition - Public Works Employees T-shirts and Hoodies, \$9016.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By:

Summary:

The requisition to Wagner's Team Sports if for T-shirts and Hoodies for Public Works Employees in the amount of \$9016.00

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-310-50289 - Non Uniform Shirts Amount: \$9016.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$9016.00 to Wagner's Team Sports.



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

AGENDA ITEM NO. 9.c.15.

MEETING DATE: April 17, 2023

SUBJECT: PO Requisition, J & J Telephone, Inc. - Phone System Repairs - \$16,159.00

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 J & J Telephone, Inc., for city-wide phone system repairs. The total cost is \$16,159.00.

Recommendation:

Funding Source/GL Code:

GL Code No. 01-22-600-80000 Amount: \$9,100.00 - Requisition No. 232458

GL Code No. 01-22-000-50210 Amount: \$2,700.00 - Requisition No. 232457

GL Code No. 01-22-000-50110 Amount: \$4,359.00 - Requisition No. 232457

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$16,159.00 to J & J Telephone, Inc.

J & J TELEPHONE, INC.

375 Bear Creek Road, Suite 3
Tuscaloosa, AL 35405

Phone: (205) 553-3368

www.jjtelephone.com

Invoice

DATE	INVOICE #
4/1/2023	70545RJ

BILL TO
City Hall of Northport P.O. Box 569 Northport, AL 35476 Attention: Accounts Payable

P.O. NO.	TERMS	PROJECT
	Due on receipt	

QTY	DESCRIPTION	PRICE	AMOUNT
1	PANASONIC NSX 2000 (REFURBISHED) TOTAL LABOR. DETERMINED THAT SYSTEM WAS OUT. REPLACED SYSTEM AND RELOADED DATABASE TO CORRECT PROBLEM.	4,359.00 2,700.00	4,359.00 2,700.00

THANK YOU! WE APPRECIATE YOUR BUSINESS. CTC	Total	\$7,059.00
---	--------------	------------

J & J TELEPHONE, INC.

375 Bear Creek Road, Suite 3
Tuscaloosa, AL 35405

Phone: (205) 553-3368

www.jjtelephone.com

Invoice

DATE	INVOICE #
4/1/2023	71274RJ

BILL TO

City Hall of Northport
P.O. Box 569
Northport, AL 35476
Attention: Accounts Payable

P.O. NO.**TERMS****PROJECT**

Due on receipt

QTY	DESCRIPTION	PRICE	AMOUNT
1	PANASONIC NSX 2000 SYSTEM	9,100.00	9,100.00

THANK YOU! WE APPRECIATE YOUR CONTINUED BUSINESS.
JJ

Total**\$9,100.00**



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

AGENDA ITEM NO. 11.c.1.

MEETING DATE: April 17, 2023

SUBJECT: Second Reading, Ordinance for annexation of approximately 3.56 acres located at 8320 Charlie Shirley Road, zoned for RS-1

Unfinished Business: X

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Marilyn Hendrie, requests annexation of approximately 3.56 located at 8320 Charlie Shirley Road. The parcel will be zoned RS-1. The property does meet annexation requirements and is eligible for annexation into the city limits.

Recommendation:

The Northport Planning and Zoning Commission met in a regular meeting on March 21, 2023. The Commission made a favorable recommendation that the request for annexation be granted.

Funding Source/GL Code:

GL Code No.NA Amount: \$

Motion for Consideration:

I move to grant the request for annexation of approximately 3.56 acres located at 8320 Charlie Shirley Road, zoned for RS-1, meets annexation requirements, and is eligible for annexation into the city limits.



PERMIT PROJECT
FILE #: 23-000212
8320 CHARLIE SHIRLEY RD COUNTY NORTH AL
ANNEXATION



PERMIT #: ANX23-000001

Permit Type
Annexation

Subtype

Single Parcel/Single Ownership



Work Description:

Annexation



Applicant

Luke Hendrie



Status

Online Application Received



PERMIT DATES

Application Date

02/06/2023

Approval Date

Issue Date:

Expiration Date:

Close Date

Last Inspection

Property Information

Additional Parcel #s

THE FOLLOWING INFORMATION IS REQUIRED BY THE U.S. JUSTICE DEPT. AND BUREAU OF THE CENSUS.

Answers to the following questions should reflect the conditions existing on the subject property at the time of annexation.

Proposed Use of Property (if any)

Residence

GENERAL DESCRIPTION OF PROPERTY (Include Acreage, Subdivision Name, Lot Number, etc.)

House on 3.6 acres

Is this property your principal residence?

Yes



Applicant's Marital Status

Now Married



Number of houses on subject property

1

Number of manufactured homes on subject property

0

Number of other buildings on subject property

1

Total number of buildings on subject property

2.0

Number of persons living on subject property

3

Of all persons residing on the property, how many are of voting age (18 years or older)?

2

Of all persons residing on the property, how many are:

White

3

Black

Hispanic

Asian or Pacific Islander

American Indian/Eskimo/Aleut

Other

Number of children in household

1

Ages

9

Submittal Documents

All metes and bounds descriptions must be supplied in a compatible electronic format (Microsoft Word).

Are you the current owner on record?

No



Deed(s) covering the entire subject property
Scannable Document on Feb 6, 2023 at 8_31_33 PM.pdf



Map or Survey
475530F5-D136-48BA-A932-C0E768F46816.jpeg
1CC7932B-D32E-4504-8132-273F97CA5B93.jpeg



Legal Description
E867EEDF-29E7-4BBD-BCD6-4C827F676BDB.jpeg
BC78EBB6-A049-4056-8827-522D4F69A143.jpeg



Recorded Subdivision Plat or Metes and Bounds descriptions in electronic format
1D6D0872-9577-41FC-8B53-91FF0F078432.jpeg
8F1EC234-912B-4FF4-B3A7-3E844796B750.jpeg



Petition For Annexation Signed by All Property Owners (Click To Download)
Petitionforannexation.pdf



I, the applicant, certify that all of the above facts are true and correct to the best of my knowledge.

Signature
signature.png



OFFICIAL USE ONLY

City Address Assignment

Ordinance #

Xref. Cases

Requested Zoning (If Other Than Rs-1)

Date of Planning Commission Meeting

This Instrument Was Prepared by:
Jennifer T. Crabtree
Rosen Harwood, P.A.
2200 Jack Warner Parkway, Suite 200
Tuscaloosa, Alabama 35401

Sources of Title: **Deed Book 2014, at Page 7730**
 Deed Book 2014, at Page 7735

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

DEED Book 2021 Page 25154

Recorded: 9/27/2021 10:40:44 AM
Ward D. Robertson, III, Probate Judge
Tuscaloosa County, Alabama
Term/Cashier: PRO-RECORDING6/mmdavidson
Tran: 2198
Probate Judge Fee \$2.00
Deed Tax \$545.00
Recording Fee - By Page Count \$9.00
Source of Title \$1.25
Total: \$557.25

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of TEN (\$10.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned Grantor, **David Hudson, Jr., a married man**, (hereinafter referred to as Grantor), the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey unto the Grantee, **Marilyn D. Hendrie Revocable Trust**, (hereinafter referred to as Grantee), together with every contingent remainder and right of reversion, its heirs and assigns, the following described Real Estate, lying and being in the County of Tuscaloosa, State of Alabama, to-wit:

Lot 1 8320 Charlie Shirley Road, a map or plat of which is recorded in Plat Book 2021, at Page 171, in the Probate Office of Tuscaloosa County, Alabama, reference to said map or plat being hereby made in aid of and as a part of this description.

This conveyance is hereby made subject to restrictions, easements and rights of way of record in the Probate Office of Tuscaloosa County, Alabama.

Grantor certifies that this property is not his homestead nor the homestead of his spouse.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantee, its heirs and assigns forever.

AND SAID GRANTOR, for said Grantor, Grantor heirs, successors, executors and administrators, covenants with Grantee, and with Grantee heirs, successors and assigns, that Grantor is lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that Grantor will, and Grantor heirs, successors, executors and administrators shall, warrant and defend the same to said Grantee, and Grantee heirs and assigns, forever against the lawful claims of all persons.

DEED Book 2021 Page 25155 ^d
Tuscaloosa County, Alabama ²²

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal this the 22
day of September, 2021.

David Hudson, Jr.
David Hudson, Jr.

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **David Hudson, Jr.**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the Instrument signed his/her name voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 22nd day of September, 2021.

[Signature]
NOTARY PUBLIC
My Commission Expires: 7/7/25





City of Northport Designation of Agent Form

All applications, plans, and supporting documents may be submitted by email to
planning@cityofnorthport.org.

I, Marilyn Hendrie, being owner of the property which is the subject of this application hereby authorize Luke + Stephanie Hendrie to act as my representative with the City of Northport's (Board of Zoning, and/or Planning Commission, and/or City Council), as required by the type of request listed on the attached application form.

Property Owner Signature:

Marilyn Hendrie

Date: 1-30-23

Property Owner Mailing Address:

PO Box 436

Venus, FL 33960

Phone Number:

863-840-0888

Authorized Agent Mailing Address:

8320 Charlie Shirley Rd.

Northport, AL 35473

Phone Number:

205-454-4568 or 863-414-0901

Florida
STATE OF ~~ALABAMA~~
Highlands
COUNTY OF ~~TUSCALOOSA~~

I, Stephanie D. Rosalez, a Notary Public in and for said County and State, hereby certify that Marilyn Hendrie, whose name is signed to the foregoing document, and who is known to me or acknowledged before me on this day, that being informed of the contents of said document, did execute the same voluntarily on the day that bears the same date.

Given my hand and seal of office this 30th day of January, 2023

Stephanie D. Rosalez
Notary Public

My Commission Expires:

Dec 12, 2023



PETITION FOR ANNEXATION

To The City of Northport, Alabama:

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the City of Northport this written petition requesting that our property as described be annexed to the City of Northport, Alabama, under the authority of §11-42-20 through §11-42-24, Code of Ala. 1975.

We further certify that said property is contiguous to the city limits of City of Northport, Alabama, and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the preceding description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by §11-42-21, Code of Ala. 1975. A map and written legal description of said property is hereto attached. LH
Initials: _____ SH _____

We, the undersigned, fully understand that the City will provide police and fire protection and, if available, the City **may** provide water and sewer service under our current adopted procedures. **The City makes no commitment to extend water and sewer lines to property that is annexed into the City, or to upgrade drainage or roads by virtue of an annexation. Further, the city is prohibited from improving private property.** LH SH
Initials: _____ SH _____

We understand that if the subject property lies within the territory of a fire district, it is our responsibility to remove the subject property from the fire district and provide written proof from said fire district that they have released the subject property from the fire district before this petition will be processed by the City. **We understand and hereby agree to pay to the City of Northport all costs and attorney's fees which the City may pay in the future to remove this property from any fire district if it is not removed by us prior to this annexation.** SH L
Initials: _____ SH _____

Furthermore, we certify that we understand fully that, following annexation, **the subject property shall be subject to all laws and codes administered by the City of Northport**, including, but not limited to, the zoning code, the subdivision regulations and the municipal code of the City of Northport. LH SH
Initials: _____ LH _____

We do hereby request that the City give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Northport, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 6th day of 2023,
200_____.

Names and Signatures of
ALL property owners:

Signature: _____
Print Name: Stephanie Hendrie

Signature: _____
Print Name: Lukas Hendrie

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Map or Survey Attached? _____

Legal Description Attached? _____

Recorded Subdivision Plat Attached? _____ or Metes and Bounds descriptions in electronic format? _____

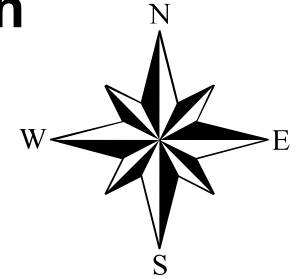
Any Property which is found to have been divided in violation of the City of Northport subdivision regulations in effect at the time of said division, will be required to be legally subdivided in accordance with the current regulations prior to, or concurrent with, this petition.

Zoning

-  Agriculture
-  General Commercial
-  Residential Multi-Family
-  Residential Single-Family - SD
-  Residential Single-Family - 1
-  Residential Single-Family - 4
-  Parcels
-  Subject Property

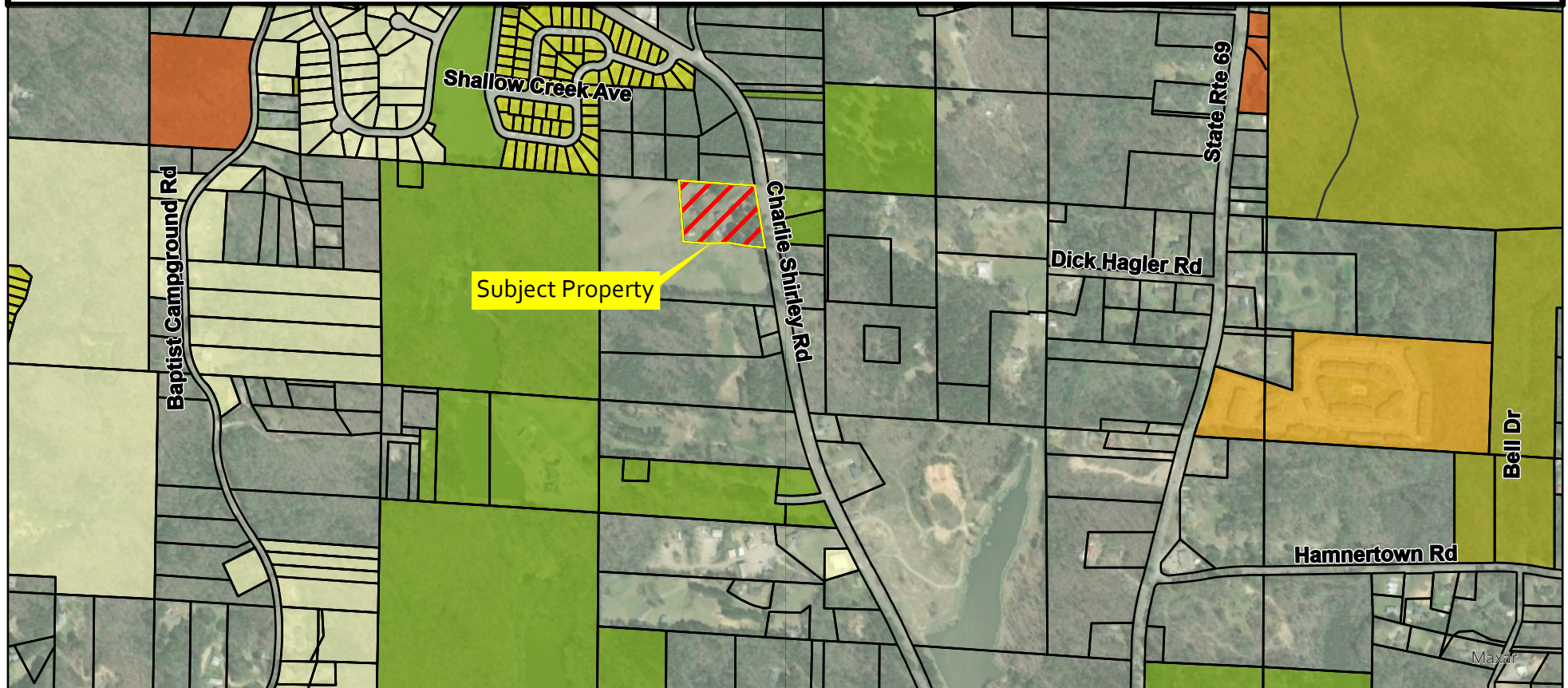
City of Northport Planning & Zoning Commission

Annexation



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ORDINANCE NO:

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

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

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

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

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

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

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

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

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

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

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

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

ORDAINED this the 17th day of **APRIL, 2023**.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jeff Hogg, Council President

ATTEST:

Glenda D. Webb,
City Administrator/Clerk

APPROVED this the 17th day of April, 2023.

Dr. John Hinton, Mayor

I hereby certify that the above and foregoing Ordinance was published on April 26, 2023, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda D. Webb,
City Administrator

1st Reading: April 3, 2023

By: Dykes

2nd Reading: April 17, 2023

Motion By: _____

Second By: _____

Publication: April 26, 2023

Exhibit A

Lot 1 8320 Charlie Shirley Road, a map or plat of which is recorded in Plat Book 2021, at Page 171, in the Probate Office of Tuscaloosa County, Alabama, reference to said map or plat being hereby made in aid of and as a part of this description.

Also known as Parcel ID: 63 20 08 28 4 001 008.000