

NORTHPORT CITY COUNCIL MEETING
MONDAY, MAY 1, 2023
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

1. First Reading, Ordinance ordering demolition of an unsafe structure located at 2706 Union Chapel Road - Julie Ramm
2. First Reading, Ordinance rezoning of The City of Northport of approximately 150 acres located east of Rose Boulevard. - Julie Ramm
3. 1st Reading, Ordinance Amending Chapter 70, Article VII, Section 70-357 of the Northport Municipal Code pertaining to Wrecker Rates and Charges - Ron Davis
4. 1st Reading, Ordinance Amending Chapter 22 Relating to Local Amendments to the International Fire Code - Ron Davis
5. First Reading, Ordinance Adopting Revised Speed Table Criteria and Request Process - Ron Davis
6. First Reading, Ordinance for annexation of approximately 40 acres located south of 5th Street and west of Kentuck Park - Julie Ramm

b. Resolutions of a Temporary Nature

1. Resolution for Special Appropriation of Library Funding - Darren McGee
2. Resolution to Abandon a Certain Utility Easement and Right-of-Way - Ron Davis
3. Resolution appointing a member to the Northport Civil Service Board - Ron Davis
4. Resolution Adopting the ADA Self-Evaluation and Transition Plan Update - Tera Tubbs
5. Resolution Authorizing the City Administrator to Execute a Contract with Porter-Higginbotham Engineering, Inc. for Design and Survey Services for the 13th Avenue Park Project. - Tera Tubbs
6. Resolution Authorizing the City Administrator to Execute a Contract with TTL, Inc. for C E & I Services for the Downtown Streetscape Phase II Project - Tera Tubbs
7. Resolution Designating Voting Delegates for the 2023 Alabama League of Municipalities Annual Convention - Glenda Webb
8. Resolution authorizing the City Attorney to Request Attorney General's Opinion on Providing Health Insurance to Elected Officials - Ron Davis
9. Resolution Rejecting Bid for Mid-Size SUV - John Webb
10. Resolution Authorizing the City Administrator to Execute a Master Services Agreement and Addendum 1 with VenuVentures, LLC for the City of Northport Water Attraction Project - Tera Tubbs
11. Resolution Authorizing the City Administrator to Enter Into an Agreement for Professional Engineering Services for the Lead Service Line Inventory Project - John Webb
12. Resolution Authorizing Issuance of RFP for Property - Glenda Webb

c. Consent Agenda

1. Minutes, Regular Council Meeting, April 17, 2023 - Glenda Webb
2. Bill Listing - Glenda Webb
3. PO Requisition - Engineers Professional Liability Insurance Renewal, USI, \$10,806.00 - Legal - Ron Davis
4. PO Requisition, Meal and Travel Reimbursement, Keith Carpenter, \$263.71 - Gerald Burton
5. PO Requisition, Meal Reimbursement, Haley Abbett, \$80.45 - Gerald Burton
6. PO Requisition, Meal Reimbursement, Stacey Simerly, \$16.80 - Gerald Burton
7. City of Northport Waterpark Invoice, \$9,708.00 - TTL, Inc. - Tera Tubbs
8. City of Northport Waterpark Invoice, \$11,949.25 - TTL, Inc. - Tera Tubbs
9. PO Requisition - Installation of new Trane 25 ton A/C unit at City Hall - \$36,430.00 - Glenda Webb
10. PO Requisition - T-Shirts and Hoodies, Cinta's, \$5,641.75 - John Webb
11. PO Requisition - Loblolly Pine Saplings for Hasson Park - \$6300.00 - Glenda Webb

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

- a. Engineering
- b. Legal Department
- c. Planning Inspections Department
 1. Second Reading, Ordinance rezoning of 0.62 acres located at 3705 26th Avenue - 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. 9.a.1.

MEETING DATE: May 1, 2023

SUBJECT: First Reading, Ordinance ordering demolition of an unsafe structure located at 2706 Union Chapel Road

Unfinished Business:

Public Hearing:

New Business: X

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 2706 Union Chapel Road is unsafe and dangerous to public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

Recommendation:

That this structure be demolished.

Funding Source/GL Code:

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

Motion for Consideration:

None needed for the first reading.

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

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

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

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

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

6. HEARING BEFORE CITY COUNCIL.

☐ _____

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

☐ _____

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

☐ _____

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

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

9. FIXING ASSESSMENT.

☐ _____

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

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

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

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

11. FORECLOSURE.

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

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

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

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

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

FORM A

March 23, 2023

Joanne T. Hawthorne
2116 43rd Avenue
Northport, AL 35476

**RE: NOTICE OF UNSAFE STRUCTURE AT – 2706 Union Chapel Road,
Northport, AL 35473
TAX PARCEL I.D. # 63-20-08-33-4-001-002.004**

To Whom It May Concern:

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

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

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

(Joanne T. Hawthorne)

March 23, 2023

Page Two

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

Sincerely,

Tyler Mitchell
Chief Building Inspector

Enclosures: (Photograph and Inspection Report)

cc: City Administrator
City Attorney

FORM B

NOTICE OF MEETING OF NORTHPORT CITY COUNCIL

TO DECLARE CERTAIN STRUCTURES UNSAFE, ETC.

PURSUANT to Article II (Demolition of Unsafe Buildings) of the Northport City Code, the Building Inspector for the City of Northport has found that the structure(s), building(s), party wall(s) and/or foundation(s), or parts thereof, located at **2706 Union Chapel Road** in the City of Northport, which real property was last assessed for state taxes by **Joanne T. Hawthorne**, is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare to the extent that it is a public nuisance.

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

On the 15th day of May, 2023, the Northport City Council will hold a public meeting at City Hall, 3500 McFarland Blvd., Northport, Alabama 35476, to determine whether or not such building(s) or structure(s) is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare to the extent it is a public nuisance. All parties who wish to object to the Building Inspector's findings may do so by filing a written objection with the City Administrator, P.O. Box 569, Northport, Alabama 35476 and/or by attending said hearing in person. All parties who wish to object to the Building Inspector's findings at said hearing in person must request the same in writing at least five (5) calendar days prior to said hearing.

Tyler Mitchell, Chief Building Inspector

FORM C

[MUST BE POSTED WITHIN 3 DAYS OF MAILING NOTICE]

CITY OF NORTHPORT

OWNER: Joanne T. Hawthorne

MAILING ADDRESS: 2116 43rd Avenue Northport, AL 35476

LOCATION OF STRUCTURE: 2706 Union Chapel Road Northport, AL 35473

NOTICE

DO NOT REMOVE

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

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

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

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

This **DAY** th day of **MONTH**, 2023.

BUILDING OFFICIAL

FORM D

ORDINANCE NO. _____

ORDINANCE ORDERING DEMOLITION OF UNSAFE STRUCTURES

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

(DESCRIBE STRUCTURE; GIVE STREET ADDRESS)

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

WHEREAS, on the 15th day of May, 2023, a public hearing was held by the Northport City Council, at which time the Chief of Building Inspections for the City of Northport appeared and set forth reasons for his findings.

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

1. That the Northport City Council finds that the following building, structure, or part thereof, or party wall or foundation, in the City of Northport, to-wit: **2706 Union Chapel Road** is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance.
2. That the aforementioned building, structure, or part thereof, or party wall or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Sections 11-53B-1, et seq., Code of Alabama (1975), as amended.
3. The provisions of this Ordinance are separable. If any part or parts of this Ordinance are declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining part or parts thereof shall continue in full force and effect.
4. This Ordinance expressly does not repeal any other provisions of the Code of Ordinances of the City of Northport, Alabama.
5. This Ordinance shall become effective immediately upon its passage or otherwise becoming law.

ORDAINED AND DONE this _____ day of _____, 2023.

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this the _____ day of _____, 2023

Dr. John Hinton, Mayor

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

Glenda Webb.
City Administrator-Clerk

1st Reading: _____

By: _____

2nd Reading: _____

Motion By: _____

Second By: _____

Publication: _____

FORM E

RESOLUTION NO. _____

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

WHEREAS, the person(s) last assessing the real property located at **2706 Union Chapel Road** for state taxes is **Joanne T. Hawthorne**, the deed to said real property being recorded in Deed Book 2020, at Page 2045; and,

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

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

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

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

1. That the cost of all legal advertising and for the demolition of the structure(s) located at **2706 Union Chapel Road**, and the person(s) last assessing said property for state taxes being **Joanne T. Hawthorne**, as recorded at Deed Book 13, at Page 127, be, and it is hereby, fixed at \$

.

2. That this Resolution shall be published in accordance with the Alabama Code and the City Administrator/Clerk is authorized to file a certified copy of this Resolution in the office of the Probate Judge of Tuscaloosa County and the same shall constitute a lien in the amount of \$_____ against the property at Deed Book 13, at Page 127.

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

CITY COUNCIL OF THE CITY OF
NORTHPORT

By: _____
Jeff Hogg
Its President

ATTEST:

Glenda Webb
Its City Administrator-Clerk

1st Reading: _____

By: _____

2nd Reading: _____

Motion By: _____

Second By: _____



























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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: May 1, 2023

SUBJECT: First Reading, Ordinance rezoning of The City of Northport of approximately 150 acres located east of Rose Boulevard.

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The City of Northport requests rezoning of approximately 150 acres located east of Rose Boulevard, near the Tuscaloosa County Emergency Operations Center from M-2 (Heavy Industrial), C-3 (General Commercial), OI (Office Institutional), and AG (Agricultural) to REC (Recreational).

Recommendation:

The Northport Planning and Zoning Commission met on April 11, 2023, and made a favorable recommendation that the request be granted.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

None needed for First Reading.

This Instrument Was Prepared by:
Jennifer T. Crabtree
Rosen Harwood, P.A.
2200 Jack Warner Parkway, Suite 200
Tuscaloosa, Alabama 35401

Source of Title: **Deed Book 2018, at Page 16940**

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

STATUTORY WARRANTY DEED

DEED Book 2021 Page 28479

Recorded: 11/2/2021 1:23:37 PM
Ward D. Robertson, III, Probate Judge
Tuscaloosa County, Alabama
Term/Cashier: PRO-RECORDING6/mmdavidson
Tran: 6229
Probate Judge Fee \$2.00
Recording Fee - By Page Count \$9.00
Source of Title \$1.00
No Tax Collected
Total: \$12.00

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, **Black Warrior Solid Waste Disposal Authority, a solid waste disposal authority organized pursuant to Section 11-89A-1, et seq., Code of Alabama** (hereinafter referred to as Grantor), the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey unto the Grantee, **The City of Northport, Alabama, an Alabama municipal corporation**, (hereinafter referred to as Grantee), the following described Real Estate, lying and being in the County of Tuscaloosa, State of Alabama, to-wit:

Lots 6, 7, and 8 of the BWSWDA Subdivision, a map or plat of which is recorded in Plat Book 2021, at Page 2 in the Probate Office of Tuscaloosa County, Alabama, reference to the 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.

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.

GRANTOR MAKES NO WARRANTIES OR COVENANT respecting the nature of the quality of the title to the property hereby conveyed other than that Grantor has neither conveyed nor permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by Grantor.

This Instrument Was Prepared by:
Jennifer T. Crabtree
Rosen Harwood, P.A.
2200 Jack Warner Parkway, Suite 200
Tuscaloosa, Alabama 35401

Source of Title: **Deed Book 2018, at Page 16940**

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

STATUTORY WARRANTY DEED

DEED Book 2021 Page 28479

Recorded: 11/2/2021 1:23:37 PM
Ward D. Robertson, III, Probate Judge
Tuscaloosa County, Alabama
Term/Cashier: PRO-RECORDING6/mmdavidson
Tran: 6229
Probate Judge Fee \$2.00
Recording Fee - By Page Count \$9.00
Source of Title \$1.00
No Tax Collected
Total: \$12.00

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, **Black Warrior Solid Waste Disposal Authority, a solid waste disposal authority organized pursuant to Section 11-89A-1, et seq., Code of Alabama** (hereinafter referred to as Grantor), the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey unto the Grantee, **The City of Northport, Alabama, an Alabama municipal corporation**, (hereinafter referred to as Grantee), the following described Real Estate, lying and being in the County of Tuscaloosa, State of Alabama, to-wit:

Lots 6, 7, and 8 of the BWSWDA Subdivision, a map or plat of which is recorded in Plat Book 2021, at Page 2 in the Probate Office of Tuscaloosa County, Alabama, reference to the 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.

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.

GRANTOR MAKES NO WARRANTIES OR COVENANT respecting the nature of the quality of the title to the property hereby conveyed other than that Grantor has neither conveyed nor permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by Grantor.

IN WITNESS WHEREOF, said **Black Warrior Solid Waste Disposal Authority** has caused this conveyance to be executed in the name of the undersigned officer this the 28th day of October, 2021.

Black Warrior Solid Waste Disposal Authority



By: Robert G. Lewis
Its: Chairman

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **Robert G. Lewis, whose name as Chairman of the Black Warrior Solid Waste Disposal Authority, a solid waste disposal authority organized pursuant to Section 11-89A-1, et seq., Code of Alabama** is signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 28th day of October, 2021.



NOTARY PUBLIC
My Commission Expires: 01-15-23



Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Black Warrior Solid Waste Disposal Authority
Mailing Address 3301 Landfill Drive
Coker, AL 35452

Grantee's Name The City of Northport, Alabama
Mailing Address 3500 McFarland Blvd.
Northport, AL 35475

Property Address Lots 6, 7 and 8 BWSWDA Subdivision
Coker, AL

Date of Sale October 28, 2021
Total Purchase Price \$ 350,000
or
Actual Value \$
or
Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☒ Sales Contract
☐ Closing Statement

☐ Appraisal
☐ Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date _____

Print

Matthew Q Tompkins

☐ Unattested

Sign

[Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1

This Instrument Was Prepared by:
Jennifer T. Crabtree
Rosen Harwood, P.A.
2200 Jack Warner Parkway, Suite 200
Tuscaloosa, Alabama 35401

DEED Book 2021 Page 28482
Recorded: 11/2/2021 1:23:37 PM
Ward D. Robertson, III, Probate Judge
Tuscaloosa County, Alabama
Term/Cashier: PRO-RECORDING6/mmdavidson
Tran: 6229
Source of Title \$1.00
Probate Judge Fee \$2.00
Recording Fee - By Page Count \$9.00
No Tax Collected
Total: \$12.00

Source of Title: Deed Book 2013, at Page 7640

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

STATUTORY 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, **Mt. Olive Farms, II, LLC, an Alabama limited liability company**, (hereinafter referred to as Grantor), the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey unto the Grantee, **The City of Northport, Alabama, an Alabama municipal corporation**, (hereinafter referred to as Grantee) the following described Real Estate, lying and being in the County of Tuscaloosa, State of Alabama, to-wit:

PARCEL ONE:

Lots 2 and 4, of Mount Olive Farms No. 1, a map or plat of which is recorded in Plat Book 2018, at Pages 121-122 in the Probate Office of Tuscaloosa County, Alabama, reference to the said map or plat being hereby made in aid of and as a part of this description.

AND

PARCEL TWO:

That portion of Lot 3 of Mount Olive Farms No. 1, a map or plat of which is recorded in Plat Book 2018, at Pages 121-122 in the Probate Office of Tuscaloosa County, Alabama, reference to the said map or plat being hereby made in aid of and as a part of this description.

LESS AND EXCEPT THE FOLLOWING:

A part of the Northeast 1/4 of Section 1, Township 21 South, Range 11 West, Tuscaloosa County, Alabama being more particularly described as commencing at a concrete monument found at the Southeast corner of the Northeast ¼ of said Section 1, then S86°47'58"W a distance of 525.10 feet to an iron set (this iron and all other irons referred to as "set" are ½ inch diameter rebar with a yellow plastic cap stamped Allen PLS 31826), the Point of Beginning. Then from the Point of Beginning continue S86°47'58"W a distance of 800.40 feet to a concrete monument found. Then N00°18'59"E a distance of 1139.00 feet to a ¾" pipe found. Then N00°9'35"W a distance of 192.31 feet to a concrete monument found. Then N87°10'51"E a distance of 478.71 feet to a ¾ inch diameter pipe found. Then N86°59'16"E a distance of 537.01 feet to a 5/8 inch diameter rebar with a yellow cap stamped CDG CA-0026-LS on the West Right-of-Way of 70th Avenue. Then along said Right-of-Way S06°13'21"W a distance of 298.75 feet to a 5/8 inch diameter rebar with a yellow cap stamped CDG CA-0026-LS. Then continue along said Right-of-Way along a curve to the left having a radius of 1315.61 feet, an arc length of 514.88 feet and a chord bearing and distance of S01°35'00"E 511.60 feet to a 5/8 inch diameter rebar with a yellow cap stamped CDG CA-0026-LS. Then continue along said Right-of-Way S12°29'35"E a distance of 314.41 feet to a ¾ inch diameter pipe. Then leaving said Right-of-Way S87°48'38"W a distance of 274.10 feet to a ½ inch diameter pipe. Then S00°50'37"E a distance of 212.55 feet to the Point of Beginning and containing 29.43 acres more or less.

Said excepted parcel being also a part of Lot 3, Mount Olive Farms No. 1, a map or plat of which is recorded in Plat Book 2013, at Page 7640, 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, having been sold to Robert Mitchell Drummond in Deed recorded in Deed Book 2020, at Page 5307, in the Probate Office of Tuscaloosa County, Alabama.

This conveyance is hereby made subject to restrictions, easements and rights of way of record in the Probate Office of Tuscaloosa County, Alabama.

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.

GRANTOR MAKES NO WARRANTIES OR COVENANT respecting the nature of the quality of the title to the property hereby conveyed other than that Grantor has neither conveyed nor permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by Grantor.

IN WITNESS WHEREOF, said Mt. Olive Farms, II, LLC, an Alabama limited liability company has caused this conveyance to be executed in the name of the undersigned officer this the 28th day of October, 2021.

Mt. Olive Farms, II, LLC, an Alabama limited liability company

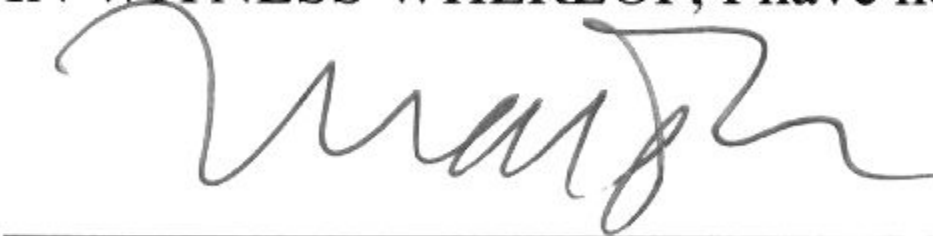

By: Robert G. Lewis
As: Chairman of Black Warrior Solid Waste Disposal Authority
Its: Sole Member

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **Robert G. Lewis, whose name as Chairman of Black Warrior Solid Waste Disposal Authority, being the Sole Member of Mt. Olive Farms, II, LLC, an Alabama limited liability company**, 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, he as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 28th day of October, 2021.


NOTARY PUBLIC
My Commission Expires: 01-15-23



Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Mt. Olive Farms, II, LLC
Mailing Address 3301 Landfill Drive
Coker, AL 35452

Grantee's Name The City of Northport, Alabama
Mailing Address 3500 McFarland Blvd
Northport, AL 35475

Property Address Lots 2, 4 and Part of 3 Mt. Olive Farms No. 1
Coker, AL

Date of Sale October 28, 2021
Total Purchase Price \$ 350,000
or
Actual Value \$
or
Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☒ Sales Contract
☐ Closing Statement

☐ Appraisal
☐ Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date _____

Print Matthew Q. Tompkins

☐ Unattested

Sign [Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Form RT-1

DEADLINE FOR SUBMITTAL IS NOON ON _____

HEARING DATE _____

APPLICATION FOR REZONING**CITY OF NORTHPORT PLANNING DEPARTMENT**

3500 McFarland Blvd., Northport, AL 35476

(205) 333-3002/FAX (205) 333-3046

PLEASE READ ALL INFORMATION CAREFULLY AND COMPLETE FULLY**City of Northport**

APPLICANT NAME

3500 McFarland Blvd

ADDRESS

DAYTIME TELEPHONE

FAX NUMBER

EMAIL

OFFICE USE ONLY

ADDRESS (if applicable):

CURRENT ZONING DISTRICT: M2, C3, OI

REQUESTED ZONING DISTRICT R4C

GROSS SITE AREA 150 acres ac./s.f.

CASE #

X-REF CASE #

NOTE:

1. (A COPY OF THE DEED TO THE SUBJECT PROPERTY MUST BE SUBMITTED WITH THIS APPLICATION.) If the applicant is not the current owner, then a signed statement allowing the applicant to act as an "authorized agent" must be on file. All associated fees will be charged to the applicant unless otherwise arranged.
2. The applicant must provide a plat or certified survey of the subject property, including a written legal description matching the area to be rezoned (Tax ID# may not be used as a legal description). Applicant must sign a statement certifying that the submitted legal description accurately represents his/her request.
3. The applicant is responsible for providing the Planning Department with the names and addresses of all adjoining property owners, including those across a street or railroad right-of-way, as shown in the public records of Tuscaloosa County. Failure to provide complete and up-to-date information could invalidate any change in zoning granted under this application.
4. The Planning Commission's decision regarding this request will be based on the entire range of permitted uses in the requested zoning district, and not solely on the applicant's proposed use(s).

Current Owner: City of NorthportGeneral Location or Address of Subject Property: 150 acres located east of Rose BlvdCurrent Use: UndevelopedPrior Action(s) on Subject Property: NADescribe briefly the proposed use and character of any proposed development: Recreational useIf development is proposed on the property, what other approvals from the City are required? NA☐ Subdivision ☐ Site Plan ☐ Conditional Use ☐ Variance☐ Other _____

Member of Planning Department reviewing this application: _____

Required Documents Attached: ☒ Deed ☐ Plat/Survey ☒ Legal Description ☐ APO List

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

APPLICANT'S SIGNATURE:

PRINT NAME: Glenda Webb, City AdministratorDATE: March 14, 2023

Received: _____ Date: _____

RZ

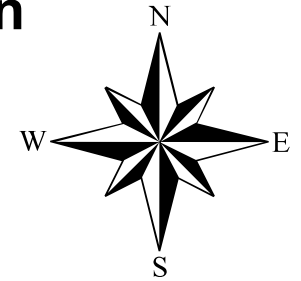
Revised 08/12

Zoning

- Agriculture
- General Commercial
- Heavy Industrial
- Office and Institutional
- Residential Single-Family - SD
- Residential Single-Family - 1
- Residential Single-Family - 2
- Residential Single-Family - 4
- Subject Property

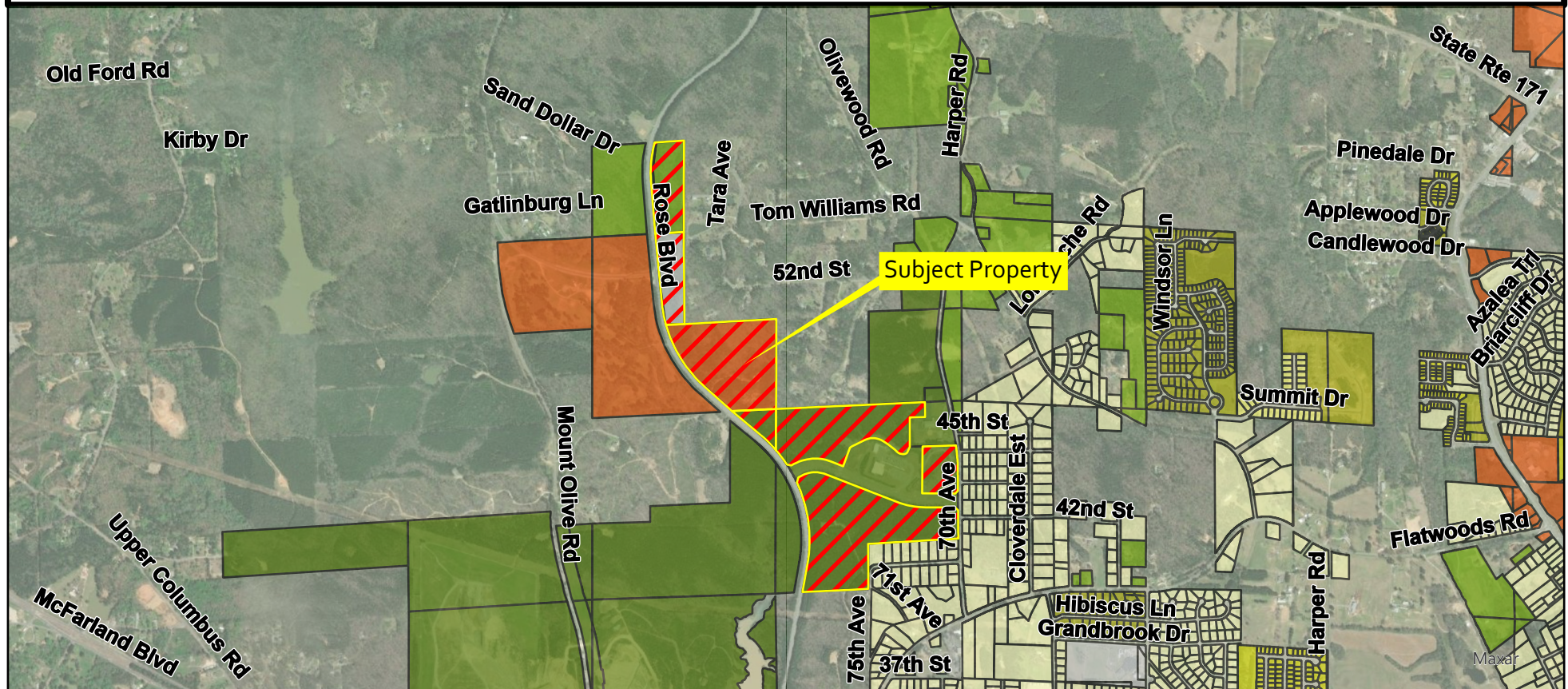
City of Northport Planning & Zoning Commission

Rezoning request



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

0 2,000 4,000 8,000 Feet





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

AGENDA ITEM NO. 9.a.3.

MEETING DATE: May 1, 2023

SUBJECT: 1st Reading, Ordinance Amending Chapter 70, Article VII, Section 70-357 of the Northport Municipal Code pertaining to Wrecker Rates and Charges

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

This ordinance will amend Chapter 70, Article VII, Section 70-357 Rates and Charges of the Municipal Code as recommended by the Public Safety Committee on April 17, 2023. The amendment will revise the rates for wrecker services.

Recommendation:

Offer the ordinance for a First Reading.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to offer for 1st reading, the ordinance amending Chapter 70, Article VII, Section 70-357 of the Northport Municipal Code pertaining to Wrecker Rates and Charges.

ORDINANCE NO.

**ORDINANCE AMENDING CHAPTER 70, ARTICLE VII, SECTION 70-357 OF THE
NORTHPORT MUNICIPAL CODE PERTAINING TO WRECKER RATES AND
CHARGES**

WHEREAS, the City of Northport regulates the charges by wrecker services operating within the City of Northport on its wrecker rotation; and

WHEREAS, the City's approved charges need to be updated in the City code; and

WHEREAS, the City hereby sets the attached rates and charges as the current amounts for any wrecker service operator on the rotation log in the City of Northport.

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

1. The City hereby amends Chapter 70, Article VII, Section 70-357 Rates and Charges of the Northport Municipal Code, as set forth in Exhibit "A" which is attached hereto and incorporated by reference as if fully set out verbatim.
2. This Ordinance shall become effective immediately upon passage and publication.

ORDAINED this the _____ day of _____, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the _____ day of _____, 2023.

Dr. John Hinton, Mayor

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

Glenda D. Webb, City Administrator

1st Reading: May 1, 2023

Motion By:

2nd Reading:

Motion By:

Second By:

Publication:

EXHIBIT “A”

Sec. 70-357. Rates and charges.

The maximum fees for wrecker services provided by any wrecker service operator on the rotation log in regard to services provided as a result of a dispatch shall not exceed the following amounts per wrecker, which include operator, unless otherwise indicated (see Notes):

- (1) Normal service—Two-axle vehicle 10,000 lbs. or less. \$250.00 maximum

Note: Normal service includes cleaning of ordinary debris from roadway, pickup and towing of vehicle to wrecker services storage yard or alternate destination, as long as alternate destination does not exceed ten (10) miles from the scene of the call, and disconnect. Fees for mileage in excess of ten (10) miles for alternate destinations are allowable and shall be reasonable and not in excess of those rates charged for similar services provided in response to requests initiated by any other public agency or private person.

- (2) Oil dry. \$25.00 per bag maximum
- (3) Excessive Clean Up Fee. \$75.00 maximum
 - a. A photo of the debris field must be taken and stored by the rotation wrecker company for 1 year.
- (4) Righting of two-axle vehicle under 10,000 lbs. \$90.00 maximum
- (4) Winching two-axle vehicle less than 10,000 lbs., per hour. \$90.00 maximum
- (5) Forklift services shall be at commercial rental rates plus ten percent per hour (not including operator).
- (6) No keys to vehicle. (Included in normal services.)
- (7) Vehicle storage rates for Two-axle vehicle 10,000 lbs. or less:
 - a. First 24 hours. No charge
 - b. Second 24 hours. \$40.00 maximum
 - c. Each day thereafter. \$40.00 maximum
- (8) After hours vehicle release \$125.00 maximum
- (9) Heavy Duty wrecker service charges shall be reasonable and not in excess of those rates charged for similar services provided in response to requests initiated by any other public agency or private person. The reasonableness of the fees charged will be determined in the following manner:
 - a. A wrecker company shall submit proposed fees annually for heavy duty rotation services to the chief's representative.
 - b. The chief's representative will determine the reasonableness of the fees based upon the average of the proposed fees submitted and a comparison of fees submitted by other wrecker companies in the area.
 - c. A copy of the approved fees shall be kept in the wrecker at all times. It shall be presented upon request to the person for whom the tow services were provided, their agent, or any city police officer at the scene.
 - d. A wrecker company shall submit proposed fees in writing to the chiefs' representative by October 1st of each year. The representative will complete a review of the fees for heavy duty rotation wrecker services to determine its validity and reasonableness. Validity will be based upon telephone quotes, posted rates, charges to retail customers, etc. Reasonableness will be determined as compared to other rates. The company will be notified of its approved fees no later than December 31st to be effective January 1st of the following year.
 - e. Failure to submit proposed fees annually will result in utilizing the last approved fees submitted.

-
- f. If fees are determined to be excessive or unreasonable, the company will be notified and allowed to resubmit fees within five (5) business days of notification. A company shall be allowed to resubmit fees once.

Notes:

- (1) The rates and charges as established herein do not relate to or regulate consensual wrecker services, being those situations where the vehicle's owner expressly requests towing or wrecker services by a specific towing company and enters a private contract with the towing or wrecker company for services.
- (2) There shall be no winching fee charged for normal loading of a vehicle onto a rollback.
- (3) The above rates shall be reviewed annually at a meeting to occur before November 30 each year.



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

AGENDA ITEM NO. 9.a.4.

MEETING DATE: May 1, 2023

SUBJECT: 1st Reading, Ordinance Amending Chapter 22 Relating to Local Amendments to the International Fire Code

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

This ordinance adopts one (1) local amendment to the International Fire Code related to traffic calming devices. The purpose of the local amendment is to ensure that the City's process for traffic calming devices does not conflict with adopted fire code.

Recommendation:

Offer the attached Ordinance for a 1st reading

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to offer for 1st reading, the Ordinance Amending Chapter 22 Relating to Local Amendments to the International Fire Code.

ORDINANCE NO.

**ORDINANCE 1ST READING, ORDINANCE AMENDING CHAPTER 22 RELATED TO
LOCAL AMENDMENTS TO THE INTERNATIONAL FIRE CODE**

WHEREAS, the City of Northport has a process for reviewing requests for traffic calming devices; and

WHEREAS, the City of Northport has adopted the International Fire Code (IFC) 2021; and

WHEREAS, said IFC adoption requires a local amendment to remove conflicts with said traffic calming policy.

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

1. The City of Northport amends Chapter 22, Article I. of Northport Municipal Code, as set forth in Exhibit “A” which is attached hereto and incorporated by reference as if fully set out verbatim.
2. This Ordinance shall become effective immediately upon passage and publication.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

ORDAINED this the _____ day of _____, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the _____ day of _____, 2023.

Dr. John Hinton, Mayor

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

Glenda D. Webb, City Administrator

1st Reading: May 1, 2023

By:

2nd Reading:

Motion By:

Second By:

Publication:

EXHIBIT “A”

Sec. 22-4. International codes adopted by reference.

In accordance with the provisions of the Code of Ala. 1975, as amended, including, but not limited to, Code of Ala. 1989, § 11-45-8 as amended, and for the purpose of amending similar ordinances heretofore adopted by the city council, the following international codes are adopted by reference as if each code and/or the latest revisions thereto, were set out at length herein verbatim, and such codes are hereby incorporated by reference. These codes and the latest amendments thereto shall govern all construction activity in the city and the police jurisdiction of the city subject to the modifications set forth herein:

- (1) The International Building Code, 2021 Edition.
- (2) The International Fuel Gas Code, 2021 Edition.
- (3) The International Mechanical Code, 2021 Edition.
- (4) The International Property Maintenance Code, 2021 Edition.
- (5) NFPA 70 (National Electrical Code, 2021 Edition).
- (6) The International Plumbing Code, 2021 Edition.
- (7) International Fire Code, 2021 Edition, *with such amendments hereinafter included at Sec. 22-5. Amendments to International Fire Code (IFC).*
- (8) International Residential Code, 2021 Edition.
- (9) International Existing Building Code, 2021 Edition.
- (10) International Swimming Pool and Spa Code, 2021 Edition

(Ord. No. 2142 , § 1(Exh. A), 5-16-22)

Sec. 22-5. Amendments to International Fire Code (IFC).

- (1) *All sections adopted.* All sections are adopted with the following amendments (*emphasis added*):
 - a. Section “503.4.1 Traffic calming devices” of the International Fire Code shall be amended to read: “Traffic calming devices shall be prohibited unless approved by the fire code official *or majority vote of the City Council.*”
- (2) *Appendices adopted.* All appendices are adopted.



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

AGENDA ITEM NO. 9.a.5.

MEETING DATE: May 1, 2023

SUBJECT: First Reading, Ordinance Adopting Revised Speed Table Criteria and Request Process

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

This ordinance approves a revised Speed Table Criteria and Request Process. The City of Northport adopted Speed Table Criteria in 2021 and this 2023 revision clarifies the process through Public Safety Committee and City Council.

Recommendation:

Offer the ordinance for first reading

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to offer for First Reading the Ordinance Adopting Revised Speed Table Criteria and Request Process.

ORDINANCE NO.

ORDINANCE ADOPTING REVISED SPEED TABLE CRITERIA AND REQUEST PROCESS

WHEREAS, the Engineering department has developed and revised certain criteria and a request process for speed tables in the City of Northport; and,

WHEREAS, there will be no fiscal impact on the City to approve and adopt the speed table criteria and request process; and,

WHEREAS, the Engineering department is requesting that the City Council approve and adopt the attached Speed Table Criteria and Request Process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City approves and adopts the attached revised Speed Table Criteria and Request Process.

RESOLVED AND DONE this 1st day of May 2023.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 1st day of May 2023.

Dr. John Hinton, Mayor

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

Glenda D. Webb, City Administrator

First Reading: May 1, 2023

Motion:

Second Reading:

Motion:

Second:

Publication:



Speed Table Criteria and Request Process (revised May 2023)

Criteria

1. Must be within the Northport City limits
2. Posted speed limit must be 30mph or less
3. Roadway classification cannot be collector, arterial, or state route
4. At least 70% of the residents impacted by the speed table must be in favor of the request
5. Daily traffic count must be over 500 vehicles per day
6. At least 60% of the traffic must be exceeding the speed limit
7. At least 15% of the traffic must be exceeding the speed limit by 10mph or more
8. The requested location must be deemed safe by the Engineering Department, considering, but not limited to; on-street parking, roadway width, roadway slope, curves in the roadway, and existing traffic control devices
9. No more than 3 speed tables can be installed in a series, with no more than one series per block or 1000 feet, whichever is less

Process

1. Citizen requests speed table
2. The Engineering Department reviews the request and determines if criteria 1 thru 3 are met
 - a. If yes, a map and addresses of impacted residents, and a petition will be provided to the requesting citizen to circulate
 - b. If no, the request is denied, and the citizen will be notified
3. Citizen circulates petition and returns it to the Engineering Department within 60 days with 70% of affected residents favorable
4. A traffic study is conducted to verify location meets criteria items 5-9
 - a. If yes, location **will be added for consideration by Public Safety Committee**
 - b. If no, the request is denied, and the citizen will be notified
5. **The Engineering Department prepares a staff report, which includes a summary and any feedback received from the City Engineer, Police Chief, Fire Chief, and Director of Public Works. Public Safety Committee shall consider alternatives to speed tables. If it is determined that an alternative traffic calming devices is most appropriate, the Public Safety Committee will make the specific recommendation to the City Council for vote.**
6. **City Council will vote on the recommendation from Public Safety Committee.**



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

AGENDA ITEM NO. 9.a.6.

MEETING DATE: May 1, 2023

SUBJECT: First Reading, Ordinance for annexation of approximately 40 acres located south of 5th Street and west of Kentuck Park

Unfinished Business:

Public Hearing:

New Business: X

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The City of Northport, requests annexation of approximately 40 acres located south of 5th Street and west of Kentuck Park. The parcel will be zoned REC (Recreational). 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 April 11, 2023. The Commission made a favorable recommendation that the request for annexation be granted.

Funding Source/GL Code:

NA

Motion for Consideration:

None are needed for a first reading.

PETITION FOR ANNEXATION

Submission Deadline: 12 Noon _____

Hearing Date: April 11, 2023

CITY OF NORTHPORT PLANNING DEPARTMENT

3500 McFarland Blvd., Northport, AL 35476

(205) 333-3002/FAX (205) 333-3046

PLEASE READ ALL INFORMATION CAREFULLY AND COMPLETE FULLY

--OFFICIAL USE ONLY--	
APPLICANT'S NAME	
City of Northport	CITY ADDRESS ASSIGNMENT
ADDRESS	ORDINANCE #
3500 McFarland Boulevard	CASE #
DAYTIME TELEPHONE	XREF. CASES:
205-339-7000	REQUESTED ZONING (if other than RS-1): RGC
EMAIL	
County Address (if any) of subject property	

Applicant must attach deed(s) covering the entire subject property. All metes and bounds descriptions must be supplied in a compatible electronic format (Microsoft Word).

OWNERSHIP CONFIGURATION:

- ☒ single parcel/single ownership ☐ multiple parcels/single ownership
☐ single parcel/multiple ownership ☐ multiple parcels/multiple ownership

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.

1. a. Is this property your principal residence? ☐ YES ☒ NO (if "yes," answer part B)
- b. Applicant's Marital Status: ☐ Now Married ☐ Separated ☐ Divorced ☐ Widowed ☐ Never Married
2. a. Total number of buildings on subject property: none
☐ Number of houses ☐ Number of manufactured homes ☐ Other: _____
- b. Number of persons living on subject property: _____
- c. Of all persons residing on the property, how many are of voting age (18 years or older)? ☐
- d. Of all persons residing on the property, how many are:
☐ White ☐ Black ☐ Hispanic ☐ Asian or Pacific Islander ☐ American Indian/Eskimo/Aleut ☐ Other
- e. Number of children in household : _____ Ages: _____
- f. Proposed Use of Property (if any): _____

GENERAL DESCRIPTION OF PROPERTY (Include Acreage, Subdivision Name, Lot Number, etc.):

40 acres located west of Kentuck Park and south of 5th Street

I, the applicant, certify that all of the above facts are true and correct to the best of my knowledge.

APPLICANT'S SIGNATURE:	DATE: March 14, 2023
PRINT NAME: Glenda Webb, City Administrator	

Note: If Applicant is not the current owner of record a "Designation of Agent" form must be completed and submitted with this petition

Received by: JR

Date: 3/14/23

(Received Date is considered official date of submission)

Updated 1/10

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.

Initials: GW

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.**

Initials: GW

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.**

Initials: GW

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.

Initials: GW

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 14th day of March, 200 2023.

Names and Signatures of
ALL property owners:

Signature: _____
Print Name: Glenda Webb

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Map or Survey Attached? Yes

Legal Description Attached? Yes

Recorded Subdivision Plat Attached? NA 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.

Updated 1/10

This instrument was prepared by:
Adrian M. Rowley
Gilmore, Rowley, Crissey & Wilson,
Attorneys at Law, LLC
1905 7th Street
Tuscaloosa, AL 35401
(205) 752-8338

Sources of Title: Deed Book 2010, at Page 6941
Deed Book 2017, at Page 25651

STATE OF ALABAMA)
)
COUNTY OF TUSCALOOSA)

STATUTORY WARRANTY DEED

DEED Book 2023 Page 4041
Recorded: 2/24/2023 9:32:30 AM
Ward D. Robertson, III, Probate Judge
Tuscaloosa County, Alabama
Term/Cashier: PRO-RECORDING6/mmdavidson
Tran: 52032
Probate Judge Fee \$2.00
Recording Fee - By Page Count \$9.00
Source of Title \$1.25
No Tax Collected
Total: \$12.25

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, **FRIENDS OF HISTORIC NORTHPORT, INC.**, an Alabama non-profit corporation (hereinafter referred to collectively as the "GRANTOR"), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto **THE CITY OF NORTHPORT, ALABAMA**, an Alabama municipal corporation (hereinafter referred to as the "GRANTEE"), the following described property, lying and being situated in the County of Tuscaloosa, State of Alabama, to-wit (the "Property"):

The Southwest Quarter of the Southwest Quarter lying south of the right of way of Fifth Street in Section 16, Township 21 South, Range 10 West, Tuscaloosa County, Alabama.

Said Parcel also being described as Tax Parcel No. 63-31-05-16-3-001-009.000 in the Office of the Tax Assessor of Tuscaloosa County, Alabama.

This conveyance is made by Grantor and accepted by Grantee expressly subject to the matters as set forth below:

1. **Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the real property conveyed herein.**
2. **Taxes and assessments for the year 2023 and subsequent years and not yet due and payable.**
3. **Utility Easement and Right of Way granted to The City of Northport as recorded in Deed Book 2016, at Page 15885 in the Probate Office of Tuscaloosa County, Alabama.**
4. **Mineral Deed granted to 1871, LLC in Deed Book 2017, at Page 27689 in the Probate Office of Tuscaloosa County, Alabama.**
5. **Oil, Gas and Mineral Lease granted to Land and Natural Resource Development, Inc., as recorded in Deed Book 1020, at Page 120 and amended in Deed Book 1020, at Page 129 in the Probate Office of Tuscaloosa County, Alabama.**
6. **Easement granted to the United States of America as recorded in Deed Book 933, at Page 264 and corrected in Deed Book 941, at Page 184 in the Probate Office of Tuscaloosa County, Alabama.**

7. **The following restrictive covenant which shall run with the land. The Property shall only be used as a municipal park. In the event Grantee, or its successors or assigns in interest, desires to use the Property for purposes other than as a municipal park, it must first receive the prior written approval from the Grantor, or its successors or assigns in interest. The Grantor may approve or may not approve any requested change of such use in its sole discretion.**

TO HAVE AND TO HOLD, unto the said GRANTEE, its successors and assigns, forever. Together with all improvements, structures and fixtures located on the Property, and together with all tenements, hereditaments, appurtenances, any mineral rights owned by Grantor, rights of way, strips, gores, easements, water rights, and all other licenses, rights and privileges in any way pertaining or beneficial to the Property, the land lying in the bed of any street, road, highway, avenue or alley, opened or unopened, adjoining the Property, and all damages, awards, claims and causes of action now or hereafter payable or assertable with respect to any of the foregoing by reason of any exercise of the power of eminent domain, any change of grade of any street, road, highway, avenue or alley, or any damage, destruction, loss or removal of any of the foregoing, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said GRANTOR, of, in, and to the same and every part or parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD all singular, the above mentioned and described Property, together with the appurtenances, unto the said GRANTEE, its successors and assigns, forever. GRANTOR hereby covenants and agrees with GRANTEE, its successors and assigns, that the GRANTOR, its successors and assigns, will warrant and defend the Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under the GRANTOR, but not further or otherwise.

[Signature on following page.]

IN WITNESS WHEREOF, said GRANTOR has hereunto set its hand and seal this the 22 day of February, 2023.

FRIENDS OF HISTORIC NORTHPORT, INC.,
an Alabama non-profit corporation

Chuck Gerdau

By: Chuck Gerdau
Its: President of the Board of Directors

Lyda J. Black

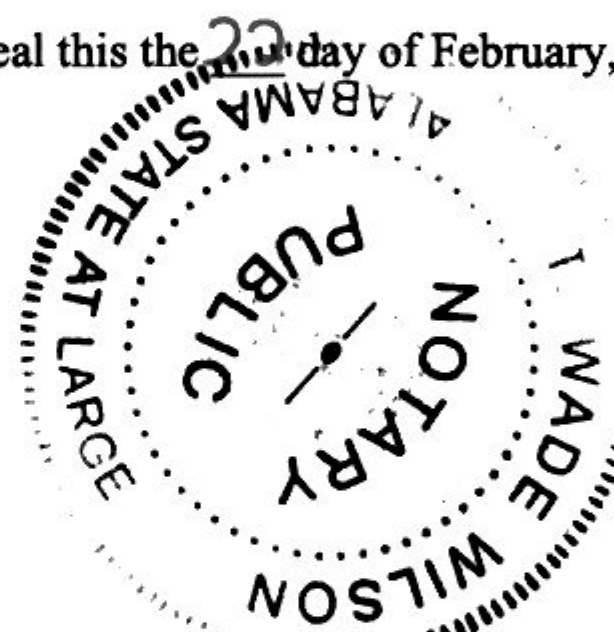
By: Lyda J. Black
Its: Secretary of the Board of Directors

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Chuck Gerdau, whose name as the President of the Board of Directors of Friends of Historic Northport, Inc., an Alabama nonprofit corporation, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer of said corporation executed the same voluntarily on the day the same bears date as an act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 22 day of February, 2023.

NOTARY PUBLIC
My Commission Expires: 10.28.25

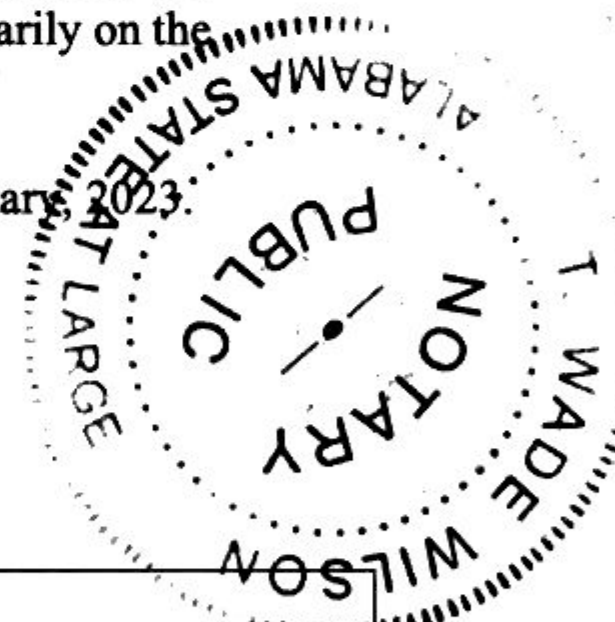


STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Lyda J. Black, whose name as the Secretary of the Board of Directors of Friends of Historic Northport, Inc., an Alabama nonprofit corporation, acknowledged before me on this day that, being informed of the contents of the instrument, she as such officer of said corporation executed the same voluntarily on the day the same bears date as an act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 22 day of February, 2023.

NOTARY PUBLIC
My Commission Expires: 10.28.25



REAL ESTATE VALIDATION FORM

The following information is provided pursuant to Alabama Code §40-22-1, and is verified by the signature of Grantors below:

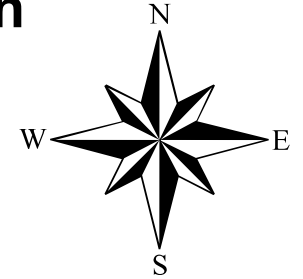
Grantor's Name:	Friends of Historic Northport, Inc.	Grantee's Name	The City of Northport, Alabama
Mailing Address	P. O. Box 393 Northport, Alabama 35476	Mailing Address:	PO Box 569 Northport, Alabama 35476
Property Address:	N/A	Date of Sale:	February __, 2023
		Purchase Price:	\$240,000.00

Zoning

- Agriculture
- Conservation
- Historic Neighborhood
- Light Industrial
- Neighborhood Center
- Office and Institutional
- Residential Multi-Family
- Working Riverfront
- Subject Property

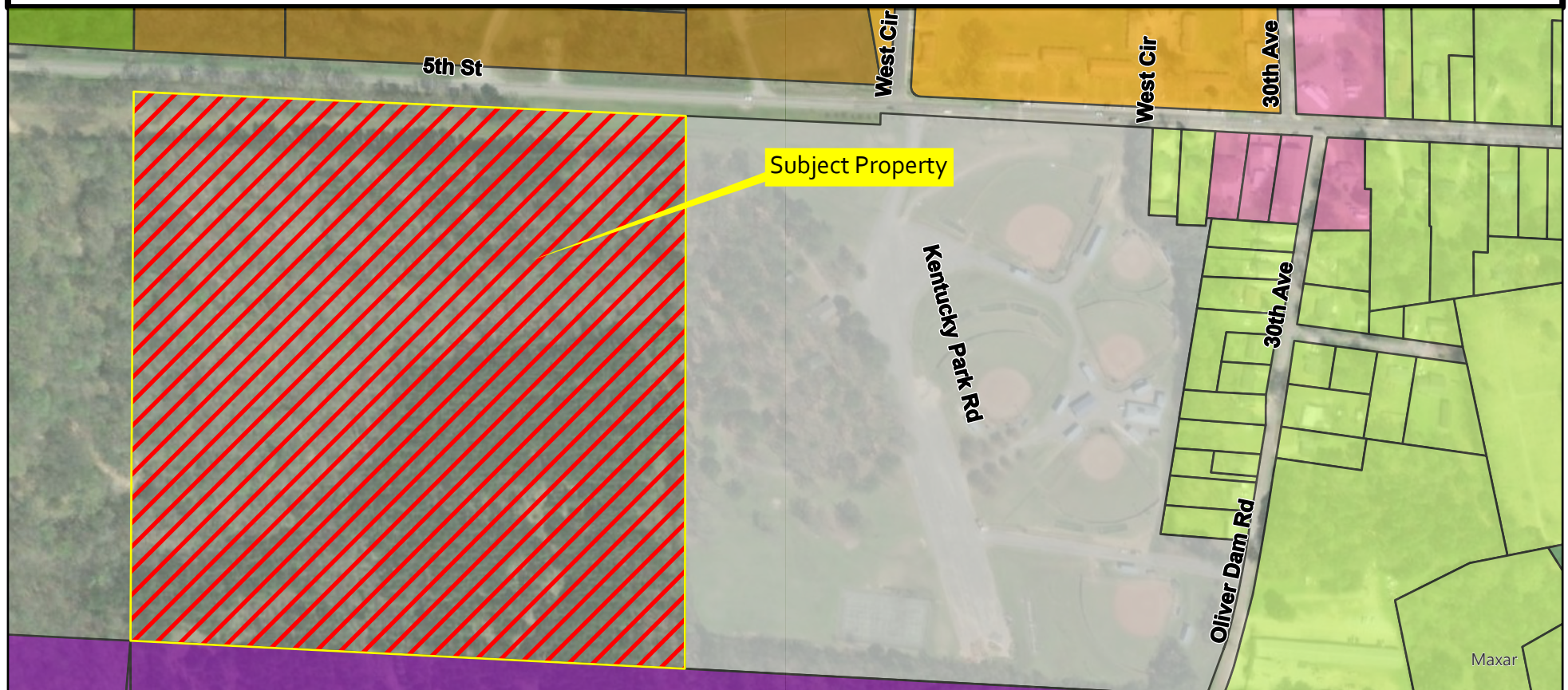
City of Northport Planning & Zoning Commission

Annexation Petition



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

0 375 750 1,500 Feet



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 RECREATIONAL**

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 REC (Recreational)

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 REC (Recreational), and said property shall be and hereby is, made a part of the City of Northport, upon the date of advertising this Ordinance.

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

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

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

ORDAINED this the ____ day of _____, 2023.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jeff Hogg, Council President

ATTEST:

Glenda D. Webb,
City Administrator/Clerk

APPROVED this the ____ day of _____, 2023.

Dr. John Hinton, Mayor

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

Glenda D. Webb,
City Administrator

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

Exhibit A

The Southwest Quarter of the Southwest Quarter lying south of the right of way of Fifth Street in Section 16, Township 21 South, Range 10 West, Tuscaloosa County, Alabama.

Also known as Parcel ID: 63 31 05 16 3 001 009.000



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: May 1, 2023

SUBJECT: Resolution for Special Appropriation of Library Funding

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kelly Homan

Approved By: Darren McGee

Summary:

This resolution is for the request from the Tuscaloosa Public Library for special funding to help cover the costs associated with a new roof. The pro-rata portion of the capital costs for the City of Northport is \$378,000. This would be paid in two installments, half the cost in fiscal year 2023 and the other half in fiscal year 2024. This special appropriation will be paid from retained earnings. This was approved on April 18, 2023 by the Finance Committee and is contingent upon The City of Tuscaloosa and Tuscaloosa County paying their pro-rata share.

Recommendation:

It is recommended to approve this resolution.

Funding Source/GL Code:

GL Code No. 01-41-000-50801 Amount: \$378,000

Motion for Consideration:

I move the adoption of this resolution for retained earnings to pay the \$378,000 special request from the Tuscaloosa Public Library for a new roof.

RESOLUTION NO. 23 -

RESOLUTION FOR SPECIAL APPROPRIATION OF LIBRARY FUNDING

WHEREAS, the Tuscaloosa Public Library is requesting funding for a roof replacement, lighting and mechanical systems.

WHEREAS, with current leaks causing damage, the library has requested a pro-rata share of the \$2.7 million proposed costs of repairs.

WHEREAS, the proposed cost of updating will be split between the City of Tuscaloosa (44%), Tuscaloosa County (42%) and the City of Northport (14%).

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

1. That the City provide \$378,000 towards the proposed costs in the construction of the new roof for the Tuscaloosa Public Library. This is contingent upon the City of Tuscaloosa and Tuscaloosa County agreeing to their pro-rata shares and will be paid from retained earnings.
2. This resolution shall become effective immediately.

RESOLVED AND DONE THIS 1st DAY OF MAY, 2023

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: May 1, 2023
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: May 1, 2023

SUBJECT: Resolution to Abandon a Certain Utility Easement and Right-of-Way

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

This resolution abandons an unused and unneeded utility easement and right-of-way. In 2021, prior to the completion of Forest Glen Subdivision, the City of Northport was granted a utility easement by property owners Peggy R. Menning and Joseph S. Rice, III. The easement was originally granted to the City for the future extension of the sewer line to the western point of the property. However, the utility easement was unused and is no longer needed by the City of Northport. The Engineering Department and the Utilities Department have reviewed the request and have no objection to the same.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

GL Code No. N/A Amount: \$

Motion for Consideration:

I move the adoption of a resolution abandoning a certain utility easement and right-of-way.

THIS INSTRUMENT PREPARED BY:
Ronald L. Davis
City Attorney
City of Northport
3500 McFarland Blvd.
Northport, AL 35476
Source of Title: Deed Book 2001, Page: 18575

STATE OF ALABAMA §
 §
TUSCALOOSA COUNTY §

RESOLUTION NO. 23-

RESOLUTION TO ABANDON A CERTAIN UTILITY EASEMENT & RIGHT-OF-WAY

WHEREAS, Property owners, Peggy R. Menning and Joseph S. Rice, III have requested that the City abandon a certain utility easement and right-of-way as recorded in Deed Book 2001, Page 18572 in the Probate Office of Tuscaloosa County, Alabama which is more particularly described in the attached Exhibit "A"; and

WHEREAS, the easement was granted prior to development in Forest Glen and was to be utilized for sewer connection; and

WHEREAS, the sewer lines were installed within Forest Glenn and have now been extended throughout Glen Crest; and

WHEREAS, said utility easement was unused and is no longer needed by the City of Northport.

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

1. That the certain utility easement and right-of-way as recorded in Deed Book 2001, Page 18572 in the Probate Office of Tuscaloosa County, Alabama which is more particularly described in the attached Exhibit "A" be, and it is hereby, abandoned.

RESOLVED AND DONE THIS 1st DAY OF MAY, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: May 1, 2023
Motion By:
Second By:

EXHIBIT “A”

THIS INSTRUMENT PREPARED BY:
JOSEPH W. CADE
ROSEN, COOK, SLEDGE, DAVIS, CADE
& SHATTUCK, P.A.
ATTORNEYS AT LAW
2117 Jack Warner Parkway
Post Office Box 2727
Tuscaloosa, Alabama 35403
(205) 344-5000

Sources of Title: Deed Book 722, at Page 92
Deed Book 985, at Page 341

2001 18572
Recorded in the Above
DEED Book & Page
11-29-2001 07:34:12 AM
Source Of Title: 722 / 92
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

STATE OF ALABAMA §
 § EASEMENT AND RIGHT-OF-WAY
TUSCALOOSA COUNTY §

THIS INDENTURE, made and entered into by and between PEGGY R. MENNING (formerly Peggy Curtis), a married woman, and JOSEPH S. RICE, III, an unmarried man (hereinafter collectively referred to as "Grantors"), and CITY OF NORTHPORT, ALABAMA, a municipal corporation, (hereinafter referred to as "City"),

WITNESSETH:

That for and in consideration of the sum of One Dollar and other good and valuable consideration in hand paid to Grantors by City, the receipt and legal sufficiency of which is hereby acknowledged by Grantors, and for the further consideration of the benefits accruing to Grantors and to the public by the locating, establishing, construction, and maintaining of certain sanitary sewers, sewer lines and systems under the supervision of City through Grantors' lands, Grantors do hereby grant, bargain, sell and convey unto City, its successors and assigns, from the date hereof a perpetual easement and right-of-way over, on, upon, under, through, and across that certain real property owned by Grantors in Tuscaloosa County, Alabama, said easement and right-of-way being more particularly described in Exhibit "A" which may consist of multiple pages, attached hereto and incorporated herein by reference as if fully set out herein verbatim.

The permanent right-of-way, easement, rights and privileges herein granted to City shall be used for the purposes of, presently and from time to time in the future as City may elect, laying, using, constructing, erecting, installing, maintaining, operating, improving, renewing, repairing, removing, changing the size of and/or relocating and replacing at will sanitary sewers, sewer lines and systems as City may elect together with all connections and other appurtenances necessary or convenient to City in the construction, operation, maintenance or use of said improvements on, under, and through the lands set out in Exhibit "A".

In addition to and in no way limiting said permanent easement and right-of-way, Grantors also do hereby grant, bargain, sell, and convey unto City, its successors and assigns, a temporary construction easement and right-of-way over, on, upon, under, through, and across that certain real property owned by Grantors in Tuscaloosa County, Alabama, said easement and right-of-way being more particularly described in Exhibit "A", which may consist of multiple pages, which Exhibit "A" is attached hereto and incorporated herein by reference as if fully set out herein verbatim. This temporary construction easement and right-of-way shall be used for the purpose of providing to City a working place during the laying, using, constructing, erecting, installing, maintaining, operating, improving, renewing, replacing, removing, changing the size of, and/or relocating and replacing sanitary sewers, sewer lines and systems and related facilities, which are located or will be located in said permanent easement and right-of-way as set out in Exhibit "A". This temporary construction easement shall be in full force and effect upon the execution of this instrument and shall last until such time as the construction, erection and installation of said sewers, sewer lines and systems contemplated herein are complete, at which time this temporary construction easement shall terminate automatically.

In addition to the easements and rights-of-way hereinabove conveyed, Grantee shall have all the rights and privileges necessary or convenient for the full enjoyment of the easements and rights-of-way herein conveyed including, but not limited to, the following: The right of ingress to and egress from the lands set forth in Exhibit "A" over adjoining lands of Grantors as may be reasonably necessary in the opinion of City to construct, install, maintain and repair the improvements described herein; the right to move over and across said adjoining lands of Grantors, equipment, machinery, and tools necessary or convenient to construction, use, maintenance, or repair of the improvements; the right during any period of construction, use, maintenance or repair of said improvements to enter on and use the lands of Grantors immediately adjacent to the land set

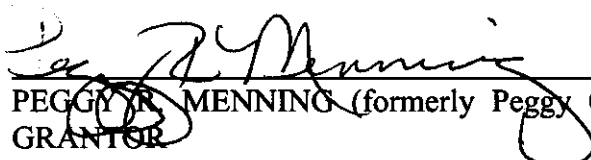
forth in Exhibit "A" and to temporarily thereon store earth taken from the easements and rights-of-way and equipment and materials as may be necessary or useful for the construction, maintenance, use, and repair of the improvements; and the right to waste earth taken from the easement.

Except for said temporary construction easement and right-of-way, the rights-of-way, easements, rights and privileges herein granted shall be perpetual and shall be terminated only when, or at such time as, all the purposes hereof cease to exist and are abandoned by City by a duly adopted resolution. Grantors herein bind themselves, their heirs, successors, assigns, and legal representatives to defend at Grantors' expense the above-described easements and rights-of-way unto City, its successors and assigns, against every person whomsoever claiming the same or any part thereof or in any matter preventing free and unobstructed use of said easements and rights-of-way by City. Grantors hereby warrant and certify that the granting of this easement and right-of-way does not violate any of the terms or conditions of Grantors' mortgage or any other instrument, agreement, order, covenant or restriction, if any, that apply to the hereinabove described real property. Grantors further warrant and certify that there are no judgments or liens against said real property. The herein described real property does not constitute the homestead of either of the Grantors or either of their spouses.

This instrument shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the parties hereto and constitutes a covenant running with the lands of Grantors.

TO HAVE AND TO HOLD said easement and right-of-way perpetually to the City of Northport, a municipal corporation, its successors and assigns forever.

IN WITNESS WHEREOF, this Easement and Right-of-Way is executed this the ____ day of _____, 2001.


PEGGY R. MENNING (formerly Peggy Curtis),
GRANTOR

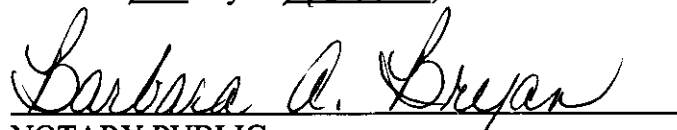

JOSEPH S. RICE, III, GRANTOR

STATE OF ALABAMA §
COUNTY OF TUSCALOOSA §

2001 18573
Recorded in the Above
DEED Book & Page
11-29-2001 07:34:12 AM

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **PEGGY R. MENNING (formerly Peggy Curtis)**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 13th day of Nov., 2001.


NOTARY PUBLIC
My Commission Expires: 6-29-03

COUNTY OF

www.ck12.org

Given under my hand and official seal this the 13th day of Nov, 2001.

NOTARY PUBLIC

My Commission Expires: 6-29-03

j:\a\northport\public works\carrolls creek\E - Tracts 49 & 50 (Curtis & Rice)

2.00

EXHIBIT "A"

STATE OF ALABAMA } TRACT NO. 49 & 50

PEGGY CURTIS MENNING & JOSEPH S. RICE III

TUSCALOOSA COUNTY} CITY OF NORTHPORT

2001 18575

Recorded in the Above

DEED Book & Page

11-29-2001 07:34:12 AM

Tract 49:

A permanent sewer easement, being 30.00 feet in width, across part of that property described in Deed Book 985, Page 341, recorded in the Probate Office of Tuscaloosa County, Alabama, being in the North Half of the Northeast Quarter of the Southeast Quarter, Section 16, Township 20 South, Range 10 West, Tuscaloosa County, Alabama, lying 15.00 feet on each side of the following described centerline:

Commence at the northwest corner of the Northeast Quarter of the Southeast Quarter of Section 16, Township 20 South, Range 10 West, Tuscaloosa County, Alabama; THENCE South along the west boundary of said Northeast Quarter of the Southeast Quarter a distance of 378.00 feet to the point of beginning; THENCE with a deflection angle of 32 degrees 52 minutes 10 seconds to the left run in a southeasterly direction a distance of 27.93 feet to a point; THENCE with a deflection angle of 32 degrees 52 minutes 21 seconds to the right run in a southerly direction a distance of 259.68 feet to the terminus of said permanent easement.

Also, a temporary construction easement, being 15.00 feet in width, lying coincident to and parallel with the east side of described permanent easement in said Northeast Quarter of Southeast Quarter of Section 16.

Tract 50:

Also a permanent easement, being 30.00 feet in width, across part of that property described in Deed Book 985, Page 341, recorded in the Probate Office of Tuscaloosa County, Alabama, being in the East Half of the Northeast Quarter of Section 16, Township 20 South, Range 10 West, Tuscaloosa County, Alabama, lying 15.00 feet on each side of the following described centerline:

Commence at the southwest corner of the said East Half of the Northeast Quarter of Section 16; THENCE North along the west boundary of said East Half of the Northeast Quarter a distance of 1,270.04 feet to the point of beginning of said centerline; THENCE with a deflection angle of 35 degrees 51 minutes 46 seconds to the right run in a northeasterly direction a distance of 251.74 feet to a point; THENCE with a deflection angle of 01 degrees 21 minutes 56 seconds to the right continue northeasterly a distance of 250.46 feet to a point; THENCE with a deflection angle of 01 degrees 45 minutes 47 seconds to the left continue northeasterly a distance of 175.22 feet to a point; THENCE with a deflection angle of 08 degrees 33 minutes 22 seconds to the right continue northeasterly a distance of 264.39 feet to a point; THENCE with a deflection angle of 00 degrees 46 minutes 15 seconds to the right continue northeasterly a distance of 276.34 feet to a point; THENCE with a deflection angle of 09 degrees 50 minutes 10 seconds to the left continue in a northeasterly direction a distance of 207.72 feet to a point;

EXHIBIT "A"

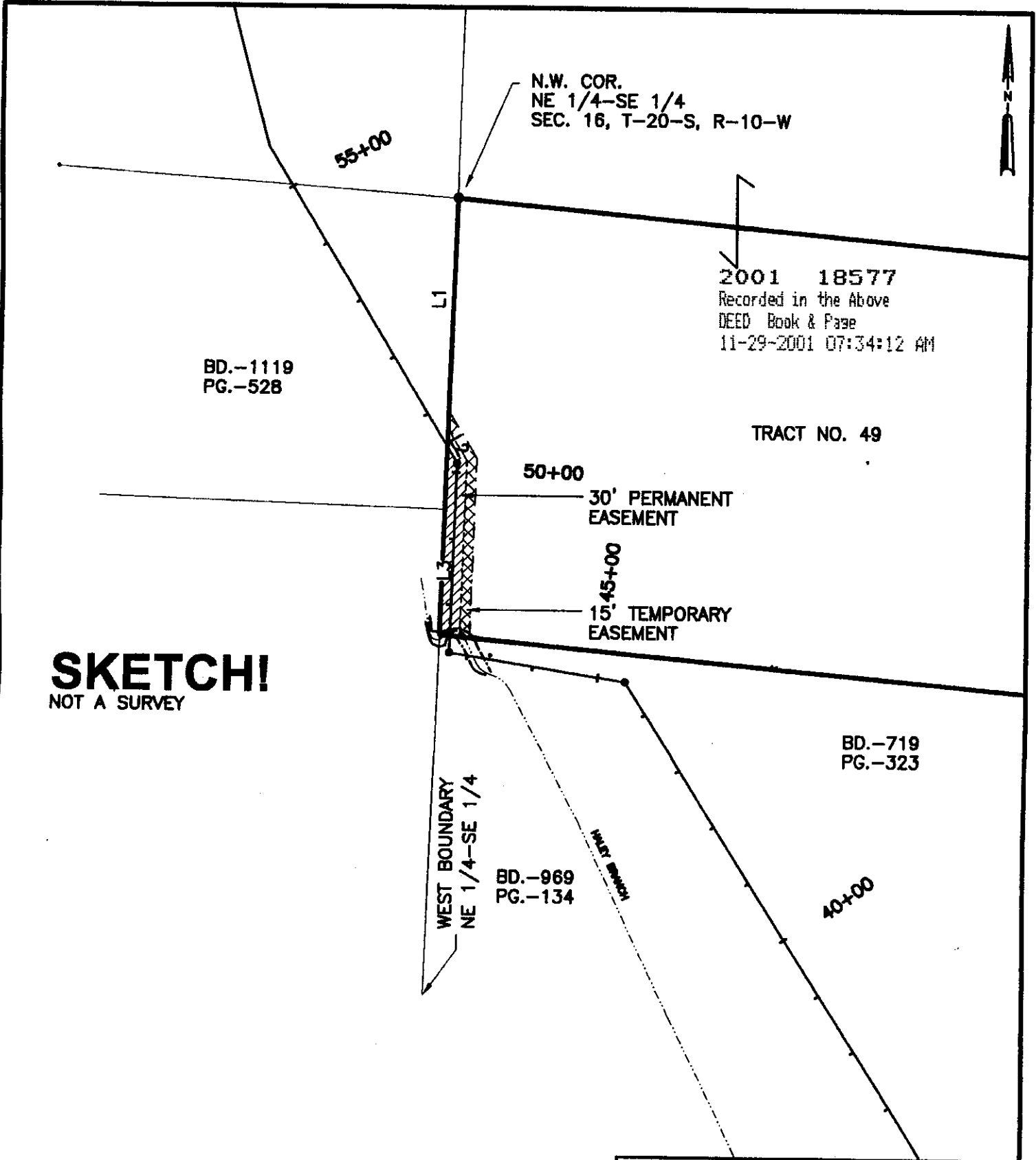
THENCE with a deflection angle of 13 degrees 54 minutes 20 seconds to the left continue northeasterly a distance of 271.59 feet, more or less, to the north boundary of said property and there terminating.

Also, a temporary construction easement, being 15.00 feet in width, lying coincident to and parallel with each side of the described permanent easement in said East Half of Northeast Quarter of Section 16.

Also, a temporary construction easement, being 15.00 feet in width, lying coincident to, parallel with and East of that part of the west boundary of said East Half of Northeast Quarter beginning 1270.04 feet North of the southwest corner of said East Half of Northeast Quarter; THENCE run South for a distance of 296.50 feet and there terminating.

2001 18576
Recorded in the Above
DEED Book & Page
11-29-2001 07:34:12 AM

EXHIBIT "A"



LEGEND	
---	PROPERTY LINE
---	EXISTING EASEMENT
---	PROPOSED PERM. EASE.
---	PROPOSED TEMP. EASE.
---	PROPOSED PERM. EASE.
---	PROPOSED TEMP. EASE.

TANGENT TABLE		
ID	LENGTH	DIRECTION
L1	378.00'	---
L2	27.93'	32°52'10" LT.
L3	259.68'	32°52'21" RT.

City of Northport, Alabama
Carroll Creek Sewer

PARCEL IDENTIFICATION
63-20-05-16-0-002-059.002

DEED BOOK 985 PAGE NO. 341

TRACT No. 49
OWNER PEGGY CURTIS MENNING AND J.S. RICE III
PERM. EASEMENT REQ' D. 0.199 ACRES
TEMP. EASEMENT REQ' D. 0.118 ACRES
GENERAL LOCATION NE 1/4 of SE 1/4
SEC. 16 TOWNSHIP 20-S RANGE 10-W

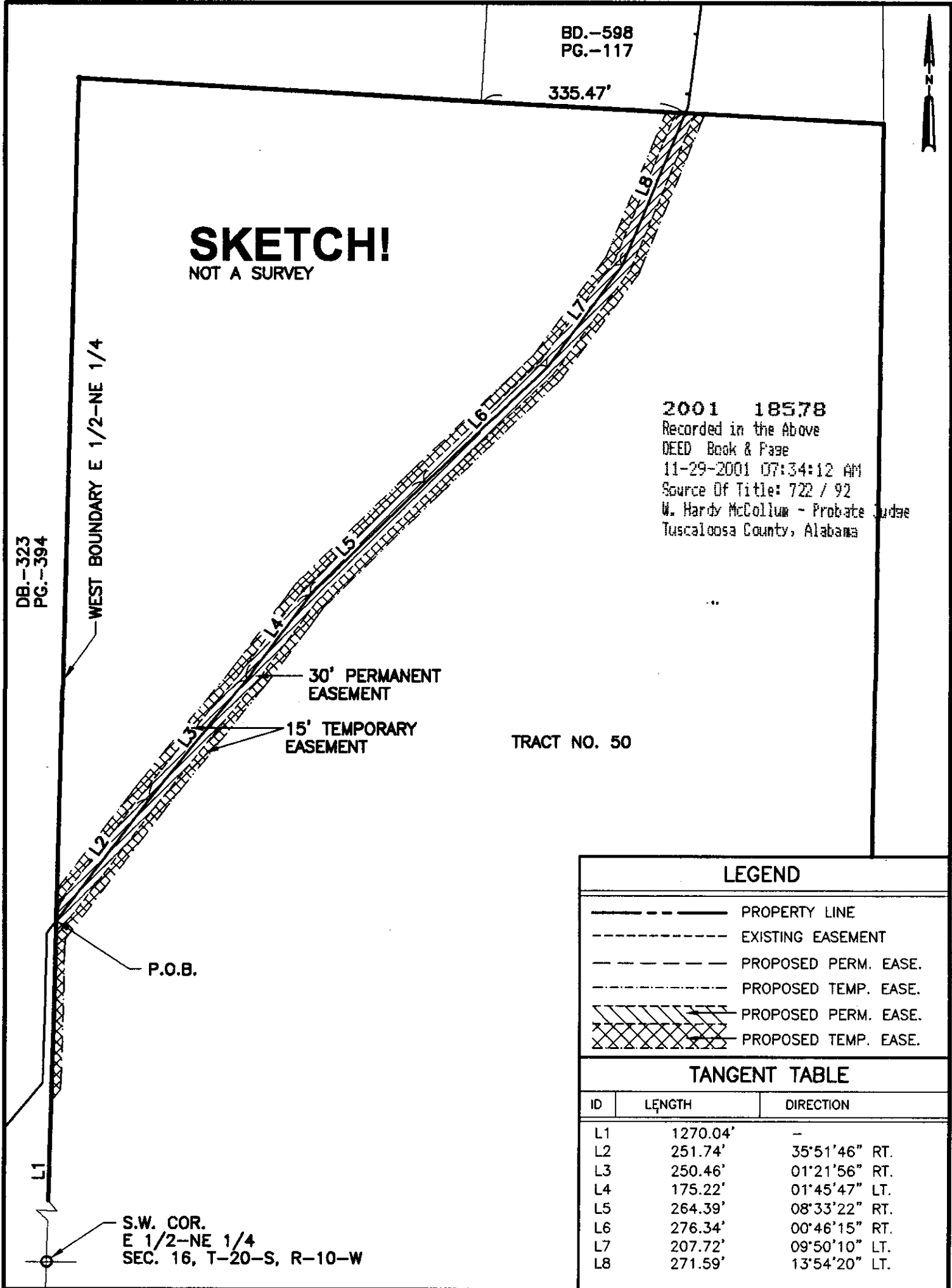
Almon Associates, Inc.
Engineering, Surveying, Architecture
2008 12th Street, P.O. Drawer 2729
Tuscaloosa, Alabama 35403
(205)349-2100

Almon Associates

EXHIBIT 'A' 287.61± LIN. FT. SHEET 1 OF 1

FLD.BK. 95-123	SEC.No. See Index	SCALE 1"=200'	DATE 07/17/01	JOB No. 01-047.00	DWG.No. P32
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EXHIBIT "A"



City of Northport, Alabama
Carroll Creek Sewer

PARCEL IDENTIFICATION

63-20-05-16-0-002-059.0

DEED BOOK 985 PAGE NO. 341

TRACT No. 50
OWNER PEGGY CURTIS MENNING & J.S. RICE III
PERM. EASEMENT REQ'D. 1.169 ACRES
TEMP. EASEMENT REQ'D. 1.253 ACRES
GENERAL LOCATION E 1/2 of NE 1/4
SEC. 16 TOWNSHIP 20-S RANGE 10-W
EXHIBIT "A" 1697.46± LIN. FT. SHEET 1 OF 1

Almon Associates, Inc.
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Tuscaloosa, Alabama 35403
(205)349-2100

**Almon
Associates**

FLD.BK.	SEC.No.	SCALE	DATE	JOB No.	DWG.No.
95-123	See Index	1"=200'	07/17/01	01-047.00	P36



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: May 1, 2023

SUBJECT: Resolution appointing a member to the Northport Civil Service Board

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Mr. Jeff Redding served as a member of the Northport Civil Service Board. On September 26, 2022, Mr. Redding was hired as Human Resource Manager at the City of Northport. Due to being a city employee, Mr. Redding has resigned his position on the Northport Civil Service Board, therefore, creating a vacancy. The appointments on the Northport Civil Service Board are six (6) year terms. This appointment was discussed at the April 17th Administrative Committee meeting. The Committee recommended Mr. Roland M. Lewis to fill the unexpired term of Mr. Redding which will expire July 31, 2023, as well as serve a full six-year term. Mr. Lewis' term will expire July 31, 2029.

Recommendation:

Approve the resolution.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt the resolution appointing Mr. Roland M. Lewis to the Northport Civil Service Board to fill the unexpired term of Mr. Jeff Redding, and to a full six-year term to expire on July 31, 2029.

RESOLUTION NO. 23-

**RESOLUTION APPOINTING A MEMBER TO THE NORTHPORT
CIVIL SERVICE BOARD**

WHEREAS, on September 26, 2022, the City of Northport hired Mr. Jeff Redding as Human Resource Manager; and

WHEREAS, Mr. Jeff Redding resigned his position as a member of the Northport Civil Service Board therefore creating a vacancy on the board; and

WHEREAS, the City Council would like to appoint Mr. Roland M. Lewis to fill the unexpired term of Mr. Jeff Redding which expires July 31, 2023;

WHEREAS, the Northport Civil Service Board members serve six (6) year terms; and

WHEREAS, the City Council also wishes to appoint Mr. Roland M. Lewis to a full six (6) year term to expire July 31, 2029.

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

1. That Mr. Roland M. Lewis is hereby appointed to the Northport Civil Service Board to fill the unexpired term of Mr. Jeff Redding.
2. That Mr. Roland M. Lewis is hereby appointed to a full fix (6) year term to expire on July 31, 2029.

RESOLVED AND DONE this 1st day of May, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, It's President

ATTEST:

Glenda D. Webb
City Administrator

Reading: May 1, 2023
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: May 1, 2023

SUBJECT: Resolution Adopting the ADA Self-Evaluation and Transition Plan Update

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

On July 18, 2016, the City Council adopted the ADA Self-Evaluation and Transition Plan. The Engineering department is requesting that the City Council adopt the ADA Self-Evaluation and Transition Plan Update. There is no fiscal impact to the City for adoption of this update.

Recommendation:

It is recommended that this request be approved.

Funding Source/GL Code:

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

Motion for Consideration:

I move that the City Council adopt the ADA Self-Evaluation and Transition Plan Update.

RESOLUTION NO. 23-

**RESOLUTION ADOPTING THE ADA SELF-EVALUATION AND TRANSITION PLAN
UPDATE**

WHEREAS, on July 18, 2016, the City Council adopted the ADA Self-Evaluation and Transition Plan; and,

WHEREAS, the Engineering department is requesting that the City Council adopt the ADA Self-Evaluation and Transition Plan Update; and,

WHEREAS, there will be no fiscal impact to the City for this adoption.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to adopt the ADA Self-Evaluation and Transition Plan Update.

RESOLVED AND DONE THIS 1st DAY OF MAY 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: May 1, 2023

Motion:

Second:



City of Northport

Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan

March 2023

Prepared by:

Kimley»Horn

2 North 20th Street
Suite 800
Birmingham, AL 35203

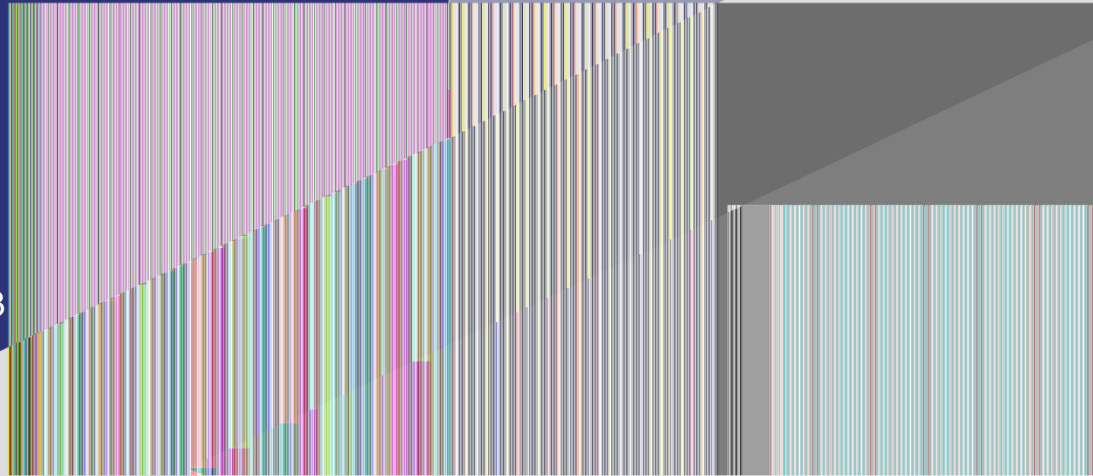


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Abbreviations

ADA – Americans with Disabilities Act

ADAAG – Americans with Disabilities Act Accessibility Guidelines

CDBG – Community Development Block Grant

CFR – Code of Federal Regulations

CIP – Capital Improvement Projects

DOJ – United States Department of Justice

FHWA – Federal Highway Administration

GIS – Geographic Information System

MUTCD – Manual on Uniform Traffic Control Devices

PROWAG – Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way

PSA – Programs, Services, and Activities

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1.0 Introduction

1.1 Purpose

The purpose of this Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan is to summarize the activities completed to-date related to ADA compliance and to create a roadmap for the City of Northport to update their ADA Transition Plan. Prioritization methodology for evaluating and implementing improvements was developed based on the applicable 2010 ADA Standards, 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG), and the details are provided in this document.

This document includes an overview of the ADA and provides recommendations for the City of Northport based on guidance from the Federal Highway Administration (FHWA) and U.S. Department of Justice (DOJ) to improve accessibility for the public.

1.2 Legislative Mandate

The Americans with Disabilities Act is a civil rights law that mandates equal opportunity for individuals with disabilities. The ADA prohibits discrimination in access to jobs, public accommodations, government services, public transportation, and telecommunications. Title II of the ADA also requires that all programs, services, and activities (PSAs) of public entities provide equal access for individuals with disabilities.

The City of Northport performed a comprehensive evaluation of its PSAs as part of the ADA Self-Evaluation and Transition Plan developed in 2016. This document, titled the 2023 ADA Transition Plan update, reflects efforts completed from June 2022 through March 2023 and serves as an update to the 2016 transition plan. The 2016 ADA Self-Evaluation and Transition Plan is incorporated by reference throughout this document and included in **Appendix B**.

1.3 ADA Self-Evaluation and Transition Plan Development Requirements and Process

The City of Northport is obligated to observe all requirements of Title I in its employment practices; Title II in its policies, programs, and services; any parts of Titles IV and V that apply to the City and its programs, services, or facilities; and all requirements specified in the 2010 ADA Standards and 2011 PROWAG that apply to facilities and other physical holdings.

Title II has the broadest impact on the City. Included in Title II are administrative requirements for all government entities employing more than 50 people. These administrative requirements are:

- Completion of a Self-Evaluation;
- Development of an ADA complaint procedure;
- Designation of at least one (1) person who is responsible for overseeing Title II compliance; and
- Development of a Transition Plan to schedule the removal of the barriers uncovered by the Self-Evaluation process. The Transition Plan will become a working document until all barriers have been addressed.

This document describes the process developed to complete the evaluation of the City of Northport's PSAs and facilities, provides possible solutions to remove programmatic barriers, and presents a Transition Plan for the modification of facilities and public rights-of-way to improve accessibility, which will guide the planning and implementation of necessary program and facility modifications over the next several years. The ADA Self-Evaluation and Transition Plan is significant in that it establishes the City's ongoing commitment to the development and maintenance of PSAs and facilities that accommodate all its citizenry.

1.4 Discrimination and Accessibility

Program accessibility means that, when viewed in its entirety, each program is readily accessible to and usable by individuals with disabilities. Program accessibility is necessary not only for individuals with mobility needs, but also to individuals with sensory and cognitive disabilities.

Accessibility applies to all aspects of a program or service, including but not limited to physical access, advertisement, orientation, eligibility, participation, testing or evaluation, provision of auxiliary aids, transportation, policies, and communication.

The following are examples of elements that should be evaluated for barriers to accessibility:

1.4.1 Physical Barriers

- Parking
- Path of travel to, throughout, and between buildings and amenities
- Doors
- Service counters
- Restrooms
- Drinking fountains
- Public telephones
- Path of travel along sidewalk corridors within the public rights-of-way
- Access to pedestrian equipment at signalized intersections

1.4.2 Programmatic Barriers

- Building signage
- Customer communication and interaction
- Non-compliant sidewalks or curb ramps
- Emergency notifications, alarms, and visible signals
- Participation opportunities for City sponsored events

1.4.3 Ongoing Accessibility Improvements

City PSAs and facilities were initially evaluated during the 2016 Self-Evaluation and will continue to be evaluated and improved on an ongoing basis. The 2023 Transition Plan Update has identified the need for additional facility evaluations and public outreach, which are scheduled to occur in subsequent phases of the Transition Plan (2023-2025). The 2023 ADA Transition Plan Update will be posted on the City's website for review and consideration by the public. The ADA Transition Plan is considered a "living document" that will be updated during each project phase to document public input and account for changes and improvements completed since the previous project phase.

1.4.4 City of Northport Approach

The purpose of the Transition Plan is to provide the framework for achieving equal access to the City of Northport's programs, services, and activities within a reasonable timeframe. The City's elected officials and staff believe that accommodating persons with disabilities is essential to good customer service, ensures the quality-of-life Northport residents seek to enjoy, and guides future improvements.

The City of Northport should make reasonable modifications in PSAs when the modifications are necessary to avoid discrimination based on disability, unless the City can demonstrate that making the modifications will fundamentally

alter the nature of the program, service, or activity. The City of Northport will not place surcharges on individuals with disabilities to cover the cost involved in making PSAs accessible.

1.4.5 Exceptions and Exemptions

A municipality is not required to take any action that would create any undue financial or administrative burden for the public entity, create a hazardous condition for other people, or threaten or destroy the historic significance of a historic property.

In determining whether an alteration would impose an undue financial or administrative burden on a covered entity, factors to be considered include: (i) the nature and cost of the alteration needed; (ii) the overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; the number of persons employed at such facility; the effect on expenses and resources, or the impact otherwise of such accommodation upon the operation of the facility; (iii) the overall financial resources of the covered entity; the overall size of the business of a covered entity with respect to the number of its employees; the number, type, and location of its facilities; and (iv) the type of operation or operations of the covered entity, including the composition, structure, and functions of the workforce of such entity; the geographic separateness, administrative, or fiscal relationship of the facility or facilities in question to the covered entity.

In determining whether an alteration would threaten or destroy the historic significance of a historic property, the City should first confirm if the property is on the National Register of Historic Places. Based on a search of the National Register of Historic Places NPGallery Database (<https://npgallery.nps.gov/nrhp>) and the associated geodatabase (<https://irma.nps.gov/DataStore/Reference/Profile/2210280>), there are six (6) registered historical places within the City of Northport, but there may be other documentation available not provided on these websites. The six historic sites within the City include:

- (1) East Northport Historic District
- (2) Northport Historic District
- (3) Northport Historic District (Boundary Increase)
- (4) Shirley James House; and
- (5) Wilson-Clements House

The City has established the Historic Preservation Commission. The purpose of the Commission is to act in an advisory capacity to the City in matters relating to issues affecting the historic part of the City, and to make recommendations concerning necessary infrastructure improvements and the priority of such improvements, beautification, health and welfare issues, maintenance, future development, and/or other issues geared towards improving the quality of the life of City residents. The Historic Preservation Commission should take the ADA into consideration when providing recommendations to ensure the current standards are being met when facilities are altered.

A municipality is not necessarily required to make each of its existing facilities accessible to and usable by individuals with disabilities. In the event the City determines a proposed action would generate undue financial or administrative burden, create a hazardous condition for other people, or threaten or destroy the historic significance of a historic property, a municipality has a responsibility to communicate and document the decision and the methodology used to reach it. If an action would result in such an alteration or such burdens, a municipality shall take any other actions that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the City.

1.5 New Construction and Alterations

If the start date for construction is on or after March 15, 2012, all newly constructed or altered state and local government facilities must comply with the 2010 ADA Standards for Accessible Design. Before that date, the 1991 Standards (without the elevator exemption), the Uniform Federal Accessibility Guidelines, or the 2010 ADA Standards may be used for such projects when the start of construction commences on or after September 15, 2010.

The most recent standard is the 2010 ADA Standards for Accessible Design, which sets the minimum requirements – both scoping and technical – for newly designed and constructed or altered state and local government facilities, public accommodations, and commercial facilities to be readily accessible to and usable by individuals with disabilities. It is effectuated from 28 Code of Federal Regulations (CFR) 35.151 and the 2004 Americans with Disabilities Act Accessibility Guidelines (ADAAG). However, the FHWA and DOJ recommend using PROWAG for designing facilities within the public rights-of-way as a best practice until it is adopted at the federal level. The Manual on Uniform Traffic Control Devices (MUTCD) is also incorporated by reference within PROWAG. It is recommended that the City of Northport adopt PROWAG so that it becomes an enforceable document for all City projects within the public rights-of-way, regardless of its adoption status at the state and federal level.

2010 ADA Standards for Accessible Design

The Department of Justice's revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 were published in the Federal Register on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design, "2010 Standards." On March 15, 2012, compliance with the 2010 Standards was required for new construction and alterations under Titles II and III. March 15, 2012, is also the compliance date for using the 2010 Standards for program accessibility and barrier removal.

PROWAG

The U.S. Access Board is developing new guidelines for public rights-of-way that will address various issues, including access for blind pedestrians at street crossings, wheelchair access to on-street parking, and various constraints posed by space limitations, roadway design practices, slope, and terrain. The new guidelines will cover pedestrian access to sidewalks and streets, including crosswalks, curb ramps, street furnishings, pedestrian signals, parking, and other components of public rights-of-way. The Board's aim in developing these guidelines is to ensure that access for persons with disabilities is provided wherever a pedestrian way is newly built or altered, and that the same degree of convenience, connection, and safety afforded the public generally is available to pedestrians with disabilities. Once these guidelines are adopted by the Department of Justice, they will become enforceable standards under Title II of the ADA. However, in a memorandum dated January 23, 2006 from the Federal Highway Administration, the draft PROWAG is the recommended best practice and can be considered the state of the practice that could be followed for areas not fully addressed by the 2010 ADA Standards for Accessible Design.

MUTCD

Traffic control devices shall be defined as all signs, signals, markings, and other devices used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, pedestrian facility, bikeway, or private road open to public travel by authority of a public agency or official having jurisdiction, or, in the case of a private road, by authority of the private owner or private official having jurisdiction. The Manual on Uniform Traffic Control Devices is incorporated by reference in 23 CFR, Part 655, Subpart F and shall be recognized as the national standard for all traffic control devices installed on any street, highway, bikeway, or private road open to public travel in accordance with 23 U.S.C. 109(d) and 402(a). The policies and procedures of the FHWA to obtain basic uniformity of traffic control devices shall be as described in 23 CFR 655, Subpart F.

1.6 Maintenance Versus Alterations

The United States DOJ has issued a briefing memorandum on clarification of maintenance versus alteration projects. Information contained in the briefing memorandum is below. This clarification regarding when curb ramp installation is required as part of a project can be used as a reference for City of Northport staff who regularly are involved in maintenance and alteration projects.

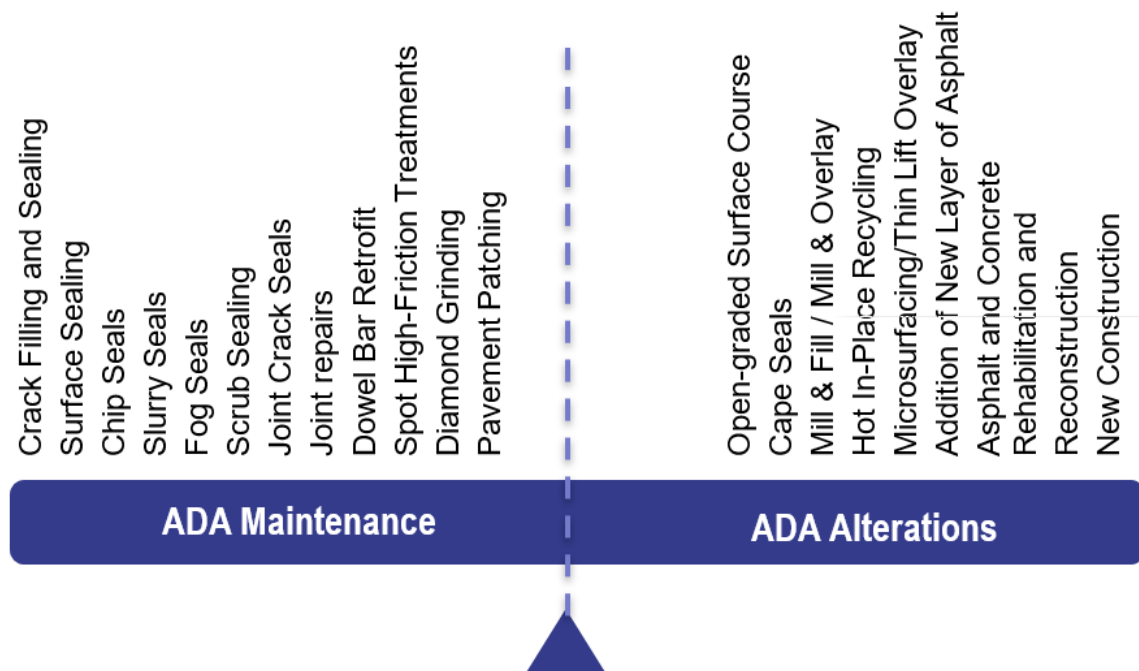
The Americans with Disabilities Act of 1990 is a civil rights statute prohibiting discrimination against persons with disabilities in all aspects of life, including transportation, based on regulations promulgated by the United States DOJ. DOJ's regulations require accessible planning, design, and construction to integrate people with disabilities into mainstream society. Further, these laws require that public entities responsible for operating and maintaining the public rights-of-way do not discriminate in their programs and activities against persons with disabilities. FHWA's ADA program implements the DOJ regulations through delegated authority to ensure that pedestrians with disabilities have the opportunity to use the transportation system's pedestrian facilities in an accessible and safe manner.

FHWA and DOJ met in March 2012 and March 2013 to clarify guidance on the ADA's requirements for constructing curb ramps on resurfacing projects. Projects deemed to be alterations must include curb ramps within the scope of the project.

This clarification provides a single Federal policy that identifies specific asphalt and concrete-pavement repair treatments that are considered to be alterations – requiring installation of curb ramps within the scope of the project – and those that are considered to be maintenance, which do not require curb ramps at the time of the improvement. Figure 1 provides a summary of the types of projects that fall within maintenance versus alterations.

This approach clearly identifies the types of structural treatments that both DOJ and FHWA agree require curb ramps (when there is a pedestrian walkway with a prepared surface for pedestrian use and a curb, elevation, or other barrier between the street and the walkway) and furthers the goal of the ADA to provide increased accessibility to the public right-of-way for persons with disabilities. This single Federal policy will provide for increased consistency and improved enforcement.

Figure 1. Maintenance versus Alteration Projects



Source: DOJ Briefing Memorandum on Maintenance versus Alteration Projects

1.7 FHWA Guidance on Closing Pedestrian Crossings

An alteration that decreases or has the effect of decreasing the accessibility of a facility below the requirements for new construction at the time of the alternation is prohibited. For example, the removal of an existing curb ramp or sidewalk (without equivalent replacement) is prohibited. However, the FHWA has indicated a crossing may be closed if an engineering study (performed by the City and not included in the scope of this Transition Plan) determines the crossing is not safe for any user. The crossing should be closed by doing the following:

- A physical barrier is required to close a crossing at an intersection. FHWA has determined that a strip of grass between the sidewalk and the curb is acceptable as a physical barrier.
- A sign should be used to communicate the closure.

Agencies wishing to close certain intersection crossings should have a reasonable and consistent policy on when to do so written in their Transition Plan or as a standalone document. If safety concerns are established by an engineering study, a pedestrian crossing should not be accommodated for any user. The City of Northport will only consider closing an existing pedestrian crossing if it is determined to be unsafe by an engineering study.

1.8 Existing City Programs that Implement ADA Upgrades

The City of Northport currently implements ADA compliant designs through the following efforts:

- The City's subdivision regulations require sidewalks to be constructed for new developments that require approval of the Planning Commission.

- The City of Northport's Annual Resurfacing Program encompasses adjacent curb ramps and sidewalk maintenance, all which improve the pedestrian path of travel in the public rights-of-way and help maintain accessible routes within the City of Northport in an accessible condition.
- The City's Pavement Maintenance service includes pothole repairs that eliminate disruptions in the roadway surface. Additional services include preparation and repairs of paved surfaces where required throughout the City, including when these elements intersect the pedestrian path of travel.
- All City projects require compliance with PROWAG.
- The City seeks out alternate funding mechanisms such as Safe Routes to Schools and the Transportation Alternatives Program (TAP) to fund improvements.

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2.0 Public Outreach

The City plans to establish an external ADA Advisory Committee consisting of members of the disability community, advocates for those with disabilities, representatives from local disability organizations, and the general public. The City intends to meet with the ADA Advisory Committee to discuss the current ADA Self-Evaluation and Transition Plan process, seek feedback from the committee how the City is doing regarding accessibility, and to identify high priority areas within the City where programs, services, activities, or facilities that have barriers to access. Local organizations that will be contacted for participation may include the following among others:

- Alabama State Independent Living Council Vocational Rehabilitation Service
- Disability Rights and Resources (Birmingham Office)
- Disability Rights and Resources (Jasper Office)
- Montgomery Center for Independent Living

The City intends to develop a public access survey and interactive map that will be available online in a later phase. These methods will be used to provide a summary of the ADA Transition Plan and receive feedback on the Transition Planning process and any other concerns related to accessibility.

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3.0 Self-Evaluation and Summary of Findings

The City of Northport's Americans with Disabilities Act Transition Plan will include the results of a comprehensive review of the programs, services, and activities provided to employees and the public. The Plan will also include the findings from facility evaluations of all City-owned/maintained buildings and associated parking lots, parks and associated parking lots, park sidewalk and associated curb ramps, signalized intersections, and public rights-of-way sidewalks and associated curb ramps.

3.1 Programs, Services, and Activities Overview and Administrative Requirements

Under the ADA, the City of Northport is required to complete a Self-Evaluation of the City's facilities, programs, policies, and practices. The Self-Evaluation identifies and provides possible solutions to those policies and practices that are inconsistent with Title II requirements. To be compliant, the Self-Evaluation should consider all the City's programs, services, and activities, as well as the policies and practices the City uses to implement its various programs and services.

To comply with requirements of the plan, the City must take corrective measures to achieve program accessibility through several methods, including, but not limited to:

- (1) Relocation of programs to accessible facilities;
- (2) Modifications to existing programs so they are offered in an accessible manner;
- (3) Structural methods such as altering an existing facility;
- (4) Policy modifications to ensure nondiscrimination; and
- (5) Auxiliary aids needed to provide effective communication.

When choosing a method of providing program access, the City should attempt to give priority to the method that promotes inclusion among all users, including individuals with disabilities.

PSAs offered by the City to the public must be accessible. Accessibility applies to all aspects of a program, services, or activity, including advertisement, orientation, eligibility, participation, testing or evaluation, physical access, provision of auxiliary aids, transportation, policies, and communication.

However, the City does not have to take any action that will result in a fundamental alteration in the nature of a program or activity, create a hazardous condition for other people, or result in an undue financial and/or administrative burden. This determination should generally be made by the ADA/504 Coordinator and/or an authorized designee of the City, such as the City Administrator or their designee and must be accompanied by a written statement detailing the reasons for reaching the determination.

The determination of undue burden must be based on an evaluation of all resources available for use. If a barrier removal action is judged unduly burdensome, the City must consider all other options for providing access that will ensure that individuals with disabilities receive the benefits and services of the program or activity. This process must be fully documented.

A comprehensive review of the City of Northport's programs, services, and activities was completed as part of the 2016 ADA Transition Plan included in **Appendix B**. The status of barrier removal for PSAs will be documented and included in future phases of the Transition Plan.

3.1.1 ADA/504 Coordinator (Title I / Title II)

Under the ADA Title II, when a public entity has 50 or more employees based on an entity-wide employee total count, the entity is required to designate at least one (1) qualified responsible employee to coordinate compliance with ADA requirements. The name, office address, and telephone number of this individual must be available and advertised to employees and the public. This allows for someone to assist with questions and concerns regarding disability discrimination to be easily identified.

The City of Northport has appointed Tera Tubbs, as ADA/504 Coordinator for Title I and Title II. Below is the ADA Coordinator's contact information.

Tera Tubbs, ADA/504 Coordinator
ADA/504 Coordinator, City Engineer
Engineering Department
3500 McFarland Blvd
P.O. Box 569
Northport, AL 35476
Office: 205-339-7000
Alabama Relay: 7-1-1
ttubbs@cityofnorthport.org

The ADA/504 Coordinator contact information must be provided to interested parties. The following distribution methods should be considered:

- Post on the City website;
- Prominently display in common areas that are accessible to all employees and areas open to the public;
- Provide in materials that are distributed by the City for meetings and events where requests for auxiliary aids or services for effective communication might be needed; and
- Provide in materials that are distributed by the City where ADA questions or concerns may arise.

3.1.2 Roles and Responsibilities of the ADA/504 Coordinator

Below is a list of qualifications for ADA Coordinators that are recommended by U.S. Department of Justice:

- Familiarity with the entity's structures, activities, and employees;
- Knowledge of the ADA and other laws addressing the rights of people with disabilities, such as Section 504 of the Rehabilitation Act;
- Experience with people with a broad range of disabilities;
- Knowledge of various alternative formats and alternative technologies that enable individuals with disabilities to communicate, participate, and perform tasks;
- Ability to work cooperatively with local entities and people with disabilities;
- Familiarity with any local disability advocacy groups or other disability groups;
- Skills and training in negotiation and mediation; and
- Organizational and analytical skills.

The responsibilities of the ADA/504 Coordinator include coordinating the City's efforts to comply with Title II and investigating any complaints related to potential violations of Title II. The role of the ADA Coordinator typically includes being the primary contact when members of the public request an auxiliary aid or service for effective communication, such as a sign language interpreter or documents in Braille. An effective ADA Coordinator will be

able to efficiently assist people with disabilities with their questions. These roles and responsibilities are consistent with the Department of Justice's guidance for "An Effective ADA Coordinator" (<https://www.ada.gov/pcatoolkit/chap2toolkit.htm>).

3.1.3 ADA Grievance Policy, Procedure, and Form with Appeal Process for the ADA

Local governments with 50 or more employees are required to adopt and publish procedures for resolving grievances in a prompt and fair manner that may arise under Title II of the ADA. The purpose of the ADA grievance procedure is to provide a mechanism for the resolution of discrimination issues at the City level, rather than require the complainant to resort to resolution at the federal level. ADA grievance policies and procedures were developed in July 2022.

The City of Northport Title II ADA Grievance Policy, Procedure, and Form has been posted on the City's website here:

3.1.4 Public Notice Under the ADA

The ADA public notice requirement applies to all state and local governments covered by Title II, including entities with fewer than 50 employees. The target audience for the public notice includes applicants, beneficiaries, and other people interested in the entity's programs, services, and activities. This notice is required to include information regarding Title II of the ADA and how it applies to the programs, services, and activities of the public entity. The Department of Justice suggests including brief statements about:

- Employment;
- Effective communication;
- Making reasonable modifications to policies and programs;
- Not placing surcharges on modifications or auxiliary aids and services; and
- Filing complaints.

The notice should also include the name and contact information of the ADA/504 Coordinator. Publishing and publicizing the ADA notice is not a one-time requirement. State and local government entities should provide the information on an ongoing basis, whenever necessary. DOJ suggestions for ways to provide notice are provided at: <https://www.ada.gov/pcatoolkit/chap2toolkit.htm>.

Public Notice Under the ADA: Completed Actions

The City of Northport Public Notice Under the ADA was developed in September 2022. A copy of the City's Public Notice Under the ADA is included in **Appendix A**. The City will provide the information on an ongoing basis, whenever necessary. The City of Northport ADA Public Notice has been posted on the City's website here: <https://www.cityofnorthport.org/231/Forms>

3.1.5 ADA Liaison Committee

The ADA Liaison Committee is generally comprised of representatives from each City department. These individuals work closely with ADA/504 Coordinator to resolve issues regarding the needs of their department and the programs under their management. The ADA/504 Coordinator works closely with the ADA Liaison Committee to coordinate the implementation of plans, programs, policies, and procedures. Each department representative is responsible for keeping a detailed log for all ADA inquiries within their department. This log will be shared with the ADA/504 Coordinator and should be retained for at least three (3) years.

To promote awareness of the committee and their activities, the ADA Liaison Committee information can be publicized in common areas that are accessible to employees and areas open to the public. This includes posting this information on the City website.

3.2 Program, Services, and Activities Self-Evaluation

The City of Northport completed a self-evaluation of all City PSAs required to be reviewed for compliance with Title II of the ADA as part of the 2016 ADA Self-Evaluation and Transition Plan. The results of this self-evaluation are included in **Appendix B**. City programs, services, and activities will continue to be evaluated on an ongoing basis, and the ADA Transition Plan will be revised to account for changes that have been or will be completed since the initial Self-Evaluation.

3.3 Facility Evaluation Action Plan

The FHWA has provided guidance on the ADA Transition Plan process in their “INFORMATION AND ACTION: ADA Transition Plan Process” memo dated November 17, 2015 (see **Appendix C**). While this memo specifically addresses State Departments of Transportation, FHWA also recommends this guidance for local municipalities until municipality-specific guidance is developed by FHWA. The memo includes a checklist for elements to be included in an ADA Transition Plan and other ADA requirements that agencies must fulfill.

Items included in the FHWA checklist related to the public rights-of-way are:

- **Inventory of Barriers** (identification of physical obstacles)
 - Identify intersection information, including curb ramps and other associated accessibility elements.
 - Prepare an Action Plan to develop an inventory of sidewalks (slopes, obstructions, protruding objects, changes in level, etc.), signals (including accessible pedestrian signals), buildings, parking, and mixed-use trails.
 - Discuss jurisdictional issues/responsibilities for sidewalks.
- **Schedule**
 - Show a strong commitment toward upgrading ADA elements identified in the inventory of barriers in the short term (planned capital improvement projects).
 - Show a strong commitment over time toward prioritizing curb ramps at walkways serving entities covered by the ADA.
 - The schedule should include prioritization information, planning, and investments directed at eliminating other identified barriers over time.
 - Dedicate resources to eliminate identified ADA deficiencies.
- **Implementation Methods**
 - Describe the methods that will be used to make the facilities accessible and include the governing standard (e.g., 2010 ADA Standards, 2011 PROWAG).

The City of Northport has evaluated all City-owned and/or maintained buildings and parks for compliance with the 2010 ADA Standards for Accessible Design and 2011 PROWAG as part of the 2016 ADA Self-Evaluation and Transition Plan project. The results of this self-evaluation are included in **Appendix B**. Additional facility evaluations will be completed in subsequent project phases to monitor the condition of facilities.

3.4 Existing Facility Inventory

The first step in completing a Self-Evaluation for physical facilities is understanding what facilities the City is responsible for maintaining and where each of these facilities is located. The existing facility inventory includes all City-owned or maintained, buildings, parks, signalized intersections, sidewalk corridors, and unsignalized intersections and driveways along sidewalk corridors. The City has completed the development of an updated facility inventory in 2022 and the results are documented in the following sections.

3.4.1 Buildings

Table 1 is a list of all City of Northport-owned buildings with public access. A map of the buildings is included in **Appendix D**.

Table 1. Summary of Buildings to be Reviewed

Buildings	
Location Name	Property Address
1. Northport City Hall	3500 McFarland Blvd
2. Fire Station No. 1	3500 McFarland Blvd
3. Public Works Building	1781 Harper Rd
4. Northport Public Safety	3721 26 th Ave
5. Fire Station No. 2	5500 Union Chapel Rd
6. Fire Station No. 3	1101 Martin Luther King Jr. Blvd
7. Fire Station No. 4	4900 Rose Blvd
8. Utilities Building	3900 3 rd St
9. Wastewater Treatment Plant	3801 3 rd St
10. Water Treatment Plant	11298 Lary Lake Rd
11. Northport Train Depot	725 25 th Ave
12. Northport Community Center	2100 Park St

All buildings with public access are required to comply with the 2010 ADA Standards for Accessible Design, including parking lots, path of travel from the parking lot to the building, access into the building, signage, drinking fountains, telephones, bathrooms, and counter heights.

3.4.2 Parks and Trails

The City of Northport maintains two parks and a paved trail: Civitan Park, located at 1670 Main Ave, Kentuck Park, located at 3401 5th St, and Levee Trail, located at the Northport Riverwalk. Baseball facilities and park and pavilion areas within Kentuck Park are not maintained by the City of Northport. The Kentuck Park baseball facilities are operated and maintained by Warrior Baseball, and the Park and Pavilion areas are maintained by the Tuscaloosa County Parks & Recreation Authority (PARA). Public parks are generally required to comply with the 2010 ADA Standards for Accessible Design including parking lots, path of travel from the parking lot to the park amenities,

access into facilities, signage, drinking fountains and restrooms. The City does not own or maintain any unpaved pedestrian travel or pedestrian bridges within these parks. A map of the parks and trail is included in **Appendix D**.

3.4.3 Signalized Intersections

The City maintains five (5) signalized intersections which are shown on a map in **Appendix D**. All City-owned or maintained signalized intersections are recommended to comply with PROWAG. Signalized intersection evaluations document the conditions and measurements along the pedestrian path of travel, which includes pedestrian street crossings, curb ramps, sidewalk adjacent to the curb ramps, and pedestrian signal equipment and adjacent clear spaces.

3.4.4 Sidewalk Corridors

Using aerial imagery and existing inventory information from the 2016 ADA Transition Plan, an updated Geographic Information System (GIS)-based inventory of City-maintained sidewalk corridors and cross street locations was developed in August 2022. Based on the inventory, the City of Northport maintains approximately 71 miles of sidewalk corridors, including pedestrian street and driveway crossings. There are approximately 262 unsignalized intersections along the City-maintained sidewalk corridors. There are also an estimated 69 driveways with defined pedestrian crossings along the City-maintained sidewalk corridors.

All City-maintained pedestrian paths of travel are recommended to comply with PROWAG based on the conditions and measurements along the pedestrian path of travel, which includes the sidewalk, curb ramps, pedestrian crossings at driveway openings, and pedestrian crossings at unsignalized intersections with cross streets. At intersections where existing sidewalk does not cross the curb and curb ramps are not installed, no evaluations are needed. Locations where curb ramps are missing, but are required, will also be identified and included in the Transition Plan.

The ADA of 1990, Section 35.150, Existing Facilities, requires that the Transition Plan include a schedule for providing curb ramps or other sloped area at existing pedestrian walkways, which applies to all facilities constructed prior to 1992. For any sidewalk installations constructed from 1992 to March 15, 2012, the curb ramps should have been installed as part of the sidewalk construction project per the 1991 Standards for Accessible Design, Section 4.7 Curb Ramp, which states, “curb ramps complying with 4.7 shall be provided wherever an accessible route crosses a curb.” For sidewalk installations constructed on or after March 15, 2012, similar guidance is provided in the 2010 Standards for Accessible Design, Section 35.151 of 28 CFR Part 35, New Construction and Alterations, which states, “newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped area at any intersection having curb or other sloped area at intersections to streets, roads, or highways.”

A map of the sidewalk corridors is included in **Appendix D**.

3.4.5 Facility Inventory Summary

Based on the completed inventory, the City has identified the following public facilities that are subject to ADA requirements:

- 12 buildings;
- 2 parks;
- 1 paved trail;
- 71 miles of sidewalk; and
- 262 unsignalized intersections and 69 driveways along the sidewalk corridors.

3.5 City of Northport Facility Evaluation Action Plan

This City's Facility Evaluation Action Plan assigns an evaluation priority level to all inventoried facilities, which allows the City to prepare a schedule to complete the initial evaluations (previously completed in 2016) and additional evaluations over time.

Phased Self-Evaluation Approach

The deadline set by DOJ to have a Citywide ADA Transition Plan completed, including the Self-Evaluations, was January 26, 1992. The DOJ does not have any requirements or guidelines on how to prioritize which facilities should be evaluated first if the City plans to phase the data collection over time. Ultimately, all facilities must be evaluated for an agency's Citywide ADA Transition Plan to be complete.

However, minimizing risk for litigation and risk for pedestrians should be the goal when determining the order in which to evaluate facilities. Several factors can increase risk at a location, including:

- **Number of existing complaints** – Locations with complaints identified by the public as problem areas should be evaluated as soon as possible to determine if the complaints are valid.
- **Proximity to pedestrian attractors** – Locations near pedestrian attractors (e.g., hospitals, retirement facilities, medical offices, parking garages, major employers, disability service providers, event facilities, bus or transit stop/routes, schools, government and public facilities, parks, libraries, and churches) are more likely to have a higher risk compared to those locations without pedestrian attractors.
- **Proximity to residential areas** – Locations near residential areas are more likely to have a higher risk than those locations adjacent to industrial areas where pedestrians are less likely to travel.
- **Number of crashes** – Locations with pedestrian-related crashes should be evaluated to determine if there is a design reason for the crashes.
- **Age of facility** – Facilities constructed after July 26, 1991 are a higher risk than those constructed before the 1991 Standards for Accessible Design were published since they were constructed out of compliance.
- **Roadway functional classification** – Arterials typically have higher pedestrian activity than local roadways and may be a higher risk.
- **Pedestrian/vehicle volumes** – Higher pedestrian/vehicle volume roadways are more likely to have higher risk than lower volume pedestrian/vehicle roadways. Pedestrian volumes may be quantified using indicators such as number of pedestrian actuations at signalized intersections.
- **Existing sidewalks** – The ADA does not require sidewalks to be installed, but existing sidewalks must be compliant, and the accessible route must be maintained in an accessible condition. Locations with existing sidewalks are a higher risk than locations without existing sidewalks.
- **Public input** – Receiving and taking into consideration feedback from the public to better understand their concerns is recommended. While formal complaints may not have been filed, areas of concern to the public are more likely to have a higher risk for litigation if an issue exists and the City does not respond and/or doesn't make any improvements.

Other factors to consider include:

- **Spatial distribution of facilities** – Selecting facilities to be evaluated evenly across different areas of the City or Council districts might be more well-received by the public, assuming all the risk factors above are equal.
- **Facility type** – Selecting a variety of different facilities to be evaluated during each phase, instead of all of the same facility type, may provide a better understanding of your high-risk areas. If the sidewalks evaluated are determined to be mostly compliant and the curb ramps evaluated are determined to be mostly non-compliant, the City may want to consider including a higher percentage of curb ramps during the next phase of evaluations.

Upcoming Capital Improvement Projects – If curb ramps will be completely removed and replaced as part of an upcoming project, the ADA compliance of the new construction should be confirmed during construction inspections and resources would be better spent evaluating curb ramps that are not planned for reconstruction.

The final step is to document and execute the Facility Evaluation Action Plan. The Action Plan may be modified as needed during and in between Self-Evaluation phases to account for lessons learned, budget changes, and additional evaluations for facilities.

3.6 Schedule and Implementation Methods

It is acceptable for the City to phase the Self-Evaluation over several fiscal years; however, the DOJ and FHWA will not consider the initiative to be complete until all evaluations have been completed. The City should determine and document in the Transition Plan the anticipated number of years required to complete the Self-Evaluation of City programs, services, activities, and facilities identified in **Section 3.2 Program, Services, and Activities Self-Evaluation** and **Section 3.4 Existing Facility Inventory**.

The evaluations of the City's facilities, programs, services, and activities were initially completed in 2016, and additional facility evaluations will be completed as conditions change over time. The City's Transition Plan will be updated to including findings and possible solutions for identified barriers.

After the Self-Evaluation is complete, possible solutions have been identified, and cost estimates have been determined for each improvement, an implementation plan is developed. Depending on the estimated cost of improvements, a typical implementation plan for an entity the size of the City of Northport can range from 10 to 15 years. The implementation plan needs to show both a strong commitment toward upgrading ADA elements identified in the inventory of barriers in the short-term (planned capital improvement projects) and a strong commitment over time toward prioritizing curb ramps at walkways serving entities covered by the ADA. The implementation plan should also include prioritization information, planning, and investments directed at eliminating other identified barriers over time.

3.7 Prioritization

To aid in the development of the implementation plan, prioritization information should be provided for each facility with identified compliance issues. **Table 2**, **Table 3**, and **Table 4** provide proposed prioritization criteria for buildings/parks, intersections (both signalized and unsignalized), and sidewalk corridors. All compliance elements included in the prioritization schedule are based on requirements from the 2010 ADA Standards for Accessible Design and PROWAG. While every effort will be made to design and implement improvements to be consistent with the 2010 ADA Standards for Accessible Design and PROWAG, the City will provide access to the maximum extent

feasible where full compliance is technically infeasible. The proposed prioritization criteria were assigned based on DOJ priorities for facility access, previous project experience, and case law with respect to the severity of non-compliance. FHWA and DOJ have not provided any guidance on how to prioritize issues, only that prioritization information should be included as part of the schedule; however, best practices suggest that the prioritization methodology and resulting thresholds be first based on the severity of non-compliance (i.e., dangerous condition) and then second based on the barrier's proximity to pedestrian attractors (e.g., adjacent to a hospital or governmental facility with high daily pedestrian traffic). Raw data is recommended to be collected during the Self-Evaluation so that all data needed for prioritization is contained in the ADA Transition Plan database with the exception of known complaints and proximity to pedestrian attractors. To streamline the prioritization of each facility, the proximity to pedestrian attractors should be collected when the elements contained within the 2010 ADA Standards for Accessible Design and PROWAG are evaluated.

Sidewalk corridors include the entire pedestrian path of travel, including sidewalk, cross streets, and driveways. When prioritizing a sidewalk corridor, priorities for the entire pedestrian path of travel should be reported together. However, for project design and costing purposes, the recommended improvements for cross streets are typically more appropriately reported with the rest of the intersection improvements.

It should also be noted that sidewalks are not required by the ADA, but if they are installed, sidewalks must be compliant. Therefore, missing sidewalk segments are given a low priority in the proposed prioritization schedule.

To determine the priority for each facility, the raw data should be compared to the criteria in **Table 2**, **Table 3**, and **Table 4**. To do this, start at Priority 1 and determine if any of the criteria apply. If yes, assign the facility a priority of 1. If no, move to Priority 2 and determine if any of the criteria apply. This process should be repeated until a priority has been assigned to all intersections and each sidewalk corridor segment.

3.7.1 Prioritization Factors for Facilities

Buildings and parks were evaluated in the 2016 ADA Transition plan and were prioritized on a 4-point scale. The building and park 12-point prioritization scale, which is defined in **Table 2**, could be used by the City for facility improvements identified in the future. This prioritization methodology was developed by the Consultant Team to aid the City in determining how the building should be prioritized for improvements based on the severity of non-compliance with ADA.

Both signalized and unsignalized intersections are prioritized on a 13-point scale, which is defined in **Table 3**. This prioritization methodology was developed by the Consultant Team to aid the City in determining which unsignalized intersections should be prioritized for improvements over other unsignalized intersections based on the severity of non-compliance with ADA.

Sidewalk corridors are prioritized on a 3-point scale and were given a priority of either "High", "Medium", "Low" based on the severity of non-compliance, which is defined in **Table 4**. Compliant segments of the sidewalk corridor are given a priority label of "Compliant".

Table 2. Prioritization Factors for Buildings/Parks

Priority	Criteria
1 (high)	Complaint known or imminent danger present
2 (high)	• Element is more than twice the allowable requirement. No known complaint. • AND (for exterior conditions) location is near a hospital, school, transit stop, government building, or other pedestrian attractor.
3 (high)	• Element is more than twice the allowable requirement. No known complaint. • AND (for exterior conditions) location is not near a hospital, school, transit stop, government building, or other pedestrian attractor.
4 (high)	Issues with parking or exterior conditions (DOJ level 1) – moderately out of compliance
5 (medium)	Issues with access to goods and services (DOJ level 2) – severely out of compliance
6 (medium)	Issues with: • Access to goods and services (DOJ level 2) – moderately out of compliance; • Parking or exterior conditions (DOJ level 1) – minimally out of compliance; OR • Restrooms (DOJ level 3) – severely out of compliance
7 (medium)	Issues with: • Access to goods and services (DOJ level 2) – minimally out of compliance; • Restrooms (DOJ level 3) – moderately out of compliance; OR • Drinking fountains or public phones (DOJ level 4 & 5) – severely out of compliance
8 (medium)	Issues with drinking fountains or public phones (DOJ level 4 & 5) - moderately out of compliance
9 (low)	Issues with restrooms (DOJ level 3) – minimally out of compliance
10 (low)	Issues with drinking fountains or public phones (DOJ level 4 & 5) - minimally out of compliance
11 (low)	• Client is a Title II agency; AND • Elements out of compliance, but may be able to be handled programmatically or do not need to be handled unless or until the agency hires a person with a disability
12 (low)	Element is fully compliant with an older standard (safe-harbored), but will need to be brought into compliance with current standards if altered

Table 3. Prioritization Factors for Signalized and Unsignalized Intersections

Priority	Criteria
1 (high)	Complaint filed on curb ramp or intersection or known accident/injury at site
2 (high)	Existing curb ramp with any of the following conditions: • Running slope > 12% • Cross slope > 7% • Obstruction to or in the curb ramp or landing • Level change > ¼ inch at the bottom of the curb ramp • No detectable warnings AND within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations.
3 (high)	• No curb ramp where sidewalk or pedestrian path exists AND within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations.
4 (high)	No curb ramps, but striped crosswalk exists
5 (medium)	Existing curb ramp with any of the following conditions: • Running slope > 12% • Cross slope > 7% • Obstruction to or in the curb ramp or landing • Level change > ¼ inch at the bottom of the curb ramp • No detectable warnings AND NOT within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations.
6 (medium)	• No curb ramp where sidewalk or pedestrian path exists AND NOT within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations.
7 (medium)	Existing diagonal curb ramp (serving both crossing directions on the corner) is non-compliant and should be replaced with two curb ramps, one serving each crossing direction on the corner.
8 (medium)	Existing curb ramp with any of the following conditions: • Cross slope > 5% • Width < 36 inches • Median/island crossings that are inaccessible
9 (low)	Existing curb ramp with either running slope between 8.3% and 11.9% or insufficient turning space
10 (low)	Existing diagonal curb ramp without a 48-inch extension into the crosswalk
11 (low)	Existing pedestrian push button is not accessible from the sidewalk and/or curb ramp
12 (low)	Existing curb ramp with returned curbs where pedestrian travel across the curb is not protected
13 (low)	All other intersections not prioritized above

Table 4. Prioritization Factors for Sidewalk Corridors

Criteria	Priority		
	1 (high)	2 (medium)	3 (low)
Cross slope of sidewalk is greater than 2%	Value > 3.5%	3.5% ≥ Value > 2.0%	
Width of sidewalk is less than 48 inches	Value ≤ 36.0"	36.0" < Value < 42.0"	42.0" < Value < 48.0"
Obstruction present along sidewalk	Obstruction - Permanent	Obstruction - Temporary	
Heaving, sinking, or cracking present on sidewalk	Heaving Sinking Cracking		
Ponding on sidewalk		Ponding	
Missing sidewalk			Missing Sidewalk
Signalized cross street cross slope is greater than 5%	Value > 9.0%	9.0% ≥ Value ≥ 7.0%	7.0% > Value > 5.0%
Unsignalized cross street cross slope is greater than 2%	Value > 6.0%	6.0% ≥ Value ≥ 4.0%	4.0% > Value > 2.0%
Cross street running slope is greater than 5%	Value > 7.0%	7.0% ≥ Value ≥ 6.0%	6.0% > Value > 5.0%
Driveway sidewalk width is less than 48 inches	Value ≤ 36.0"	36.0" < Value < 42.0"	42.0" < Value < 48.0"
Driveway (or sidewalk if applicable) cross slope is greater than 2%	Value > 6.0%	6.0% ≥ Value ≥ 4.0%	4.0% > Value > 2.0%
Driveway (or sidewalk if applicable) condition is poor or poor dangerous	Elevation change greater than 1/2 inch or gaps greater than 1 inch	Elevation change between 1/4 inch and 1/2 inch or gaps between 1/2 inch and 1 inch	
Railroad crossing excessive sidewalk vertical discontinuity	Elevation change greater than 1/4 inch or gaps greater than 1 inch)		
Railroad crossing prefabricated plate is plastic or does not exist	Yes – Plastic or No		
Railroad crossing flangeway gap > 3 inches (freight) or flangeway gap > 2.5 inches (non-freight)	Value > 3.0" (freight) or 2.5" (non-freight)		
Railroad crossing is missing detectable warning surface(s)	No – Neither Side or Yes – 1 Side Only		

3.8 Action Log

Based on the results of the 2016 ADA Self-Evaluation and Transition Plan and additional facility and PSA evaluations to be completed in subsequent project phases, the City will institute an ADA Action Log to monitor corrective actions required under the Transition Plan and document City efforts at compliance with the ADA. At a minimum, the Action Log will identify items that are not ADA compliant and will include anticipated completion dates. The ADA Action Log will be updated on a regular basis and should be available to the public upon request. See example of ADA Action Log provided in **Appendix E**.

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4.0 Funding Opportunities

Several alternative funding sources are available to the City to complete accessibility improvements for public programs, services, activities, and facilities. The funding opportunities include applying for resources at the federal and state level, consideration of local options, and leveraging private resources. The following sections detail some different funding source options.

4.1 Federal and State Funding

Table 5 depicts the various types of federal and state funding available for the City to apply for funding for various improvements. The following agencies and funding options are represented in the chart.

- RAISE – Rebuilding American Infrastructure with Sustainability and Equity Discretionary Grants
- INFRA – Infrastructure for Rebuilding America Discretionary Grant Program
- TIFIA – Transportation Infrastructure Finance and Innovation Act (loans)
- FTA – Federal Transit Administration Capital Funds
- CMAQ – Congestion Mitigation and Air Quality Improvement Program
- HSIP – Highway Safety Improvement Program
- NHPP – National Highway Performance Program
- STBG – Surface Transportation Block Grant Program
- TA – Transportation Alternatives Set-Aside (formerly Transportation Alternatives Program)
- RTP – Recreational Trails Program
- SRTS – Safe Routes to School Program / Activities
- PLAN – Statewide Planning and Research (SPR) or Metropolitan Planning funds
- NHTSA 405 – National Priority Safety Programs (Nonmotorized safety)
- FLTTP – Federal Lands and Tribal Transportation Programs (Federal Lands Access Program, Federal Lands Transportation Program, Tribal Transportation Program, Nationally Significant Federal Lands and Tribal Projects)
- SS4A – Safe Streets and Roads for All Grant Program

Most of these programs are competitive type grants; therefore, the City of Northport is not guaranteed to receive these funds. It will be important for the City to track these programs to apply for the funds. Federal-aid funding programs have specific requirements that projects must meet, and eligibility must be determined on a case-by-case basis.

Table 5. Funding Opportunities

Activity	RAISE	INFRA	TIFIA	FTA	CMAQ	HSIP	NHPP	STBG	TA	RTP	SRTS	PLAN	NHTSA	FLTP	SS4A
Access enhancements to public transportation	X	X	X	X	X		X	X	X					X	X
ADA/504 Self-Evaluation / Transition Plan								X	X	X		X		X	X
Bus shelters and benches	X	X	X	X	X		X	X	X					X	X
Coordinator positions (state or local)					X			X	X		X				
Crosswalks (new or retrofit)	X	X	X	X	X	X	X	X	X	X	X			X	X
Curb cut and ramps	X	X	X	X	X	X	X	X	X	X	X			X	X
Paved shoulders for pedestrian use	X	X	X		X	X	X	X	X		X			X	X
Pedestrian plans				X				X	X		X	X		X	X
Recreational trails	X	X	X					X	X	X				X	X
Shared use paths / transportation trails	X	X	X	X	X	X	X	X	X	X	X			X	X
Sidewalk (new or retrofit)	X	X	X	X	X	X	X	X	X	X	X			X	X
Signs / signals / signal improvements	X	X	X	X	X	X	X	X	X		X			X	X
Signed pedestrian routes	X	X	X	X	X		X	X	X		X			X	X
Spot improvement programs	X	X	X	X		X	X	X	X	X	X			X	X
Stormwater impacts related to pedestrian projects	X	X	X	X		X	X	X	X	X	X			X	X
Trail bridges	X	X	X		X	X	X	X	X	X	X			X	X
Trail / highway intersections	X	X	X		X	X	X	X	X	X	X			X	X
Trailside and trailhead facilities	X	X	X					X	X	X				X	
Training					X	X		X	X	X	X	X	X		X
Tunnels / under crossings for pedestrians	X	X	X	X	X	X	X	X	X	X	X			X	X

Adapted from FHWA Pedestrian and Bicycle Funding Opportunities, Revised January 21, 2021:
https://www.fhwa.dot.gov/environment/bicycle_pedestrian/funding/funding_opportunities.cfm

4.2 Local Funding

There are several local funding options for the City to consider, including:

- Community Development Block Grants (CDBG)
- Community Improvement District (CID) – A geographically defined district in which commercial property owners vote to impose a self-tax. Funds are then collected by the taxing authority and given to a board of directors elected by the property owners.
- General fund (sales tax and bond issue)
- Scheduled/funded CIP projects that are funded through bonds
- Sidewalk or Access Improvement Fee
- Special tax districts – A district with the power to provide some governmental or quasi-governmental service and to raise revenue by taxation, special assessment, or charges for services.
- Tax Allocation District (TAD) – A defined area where real estate property tax monies gathered above a certain threshold for a certain period of time (typically 25 years) to be used for a specified improvement. The funds raised from a TAD are placed in a tax-free bond (finance) where the money can continue to grow. These improvements are typically for revitalization and especially to complete redevelopment efforts.
- Tax Increment Financing District (TIF) – A TIF allows cities to create special districts and to make public improvements within those districts that will generate private-sector development. During the development period, the tax base is frozen at the predevelopment level. Property taxes continue to be paid, but taxes derived from increases in assessed values (the tax increment) resulting from new development either go into a special fund created to retire bonds issued to originate the development, or leverage future growth in the district.
- Transportation Reinvestment Zone
- Transportation User Fee / Street Maintenance Fee

4.3 Private Funding

Private funding may include local and national foundations, endowments, private development, and private individuals. While obtaining private funding to provide improvements along entire corridors might be difficult, it is important for the City to require private developers to improve pedestrian facilities to current ADA requirements, whether it by new development or redevelopment of an existing property.

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5.0 Conclusion and Next Steps

This document serves as the Americans with Disabilities Act Transition Plan for the City of Northport. The City intends to complete the Self-Evaluation of programs, services, activities, and facilities identified in this document over the next several years.

The next steps for the City of Northport are:

1. Complete a Self-Evaluation for all City public rights-of-way facilities. Facility evaluations should also include the following:
 - a. Facility reports with the compliance status of each element evaluated based on the 2010 ADA Standards for Accessible Design and PROWAG;
 - b. Possible solutions to remove any barriers and bring the element into compliance;
 - c. Estimated costs of possible solutions; and
 - d. Prioritization of the individual facility, independent of other locations of the same facility type.
2. Develop an Implementation Plan, including schedule for completing the recommended programs, services, activities, and facilities improvements and funding sources to be used.
3. If a phased Self-Evaluation approach is used, complete remaining Self-Evaluation phases and update the City's ADA Transition Plan after each additional phase.
4. Continue to update the City's ADA Transition Plan as projects are implemented and citizen requests/complaints are received.
5. Determine the best approach for receiving public input on the ADA Transition Plan.

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Appendix

Appendix A: Grievance Procedure and Public Notice

City of Northport Title II Grievance Procedure

City of Northport Title II Grievance Form

Public Notice Under the ADA

Appendix B: 2016 City of Northport ADA Self-Evaluation and Transition Plan

Appendix C: Federal Highway Administration ADA Transition Plans Memo

Appendix D: Facility Inventory Maps

Appendix E: Sample Action Log



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: May 1, 2023

SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with Porter-Higginbotham Engineering, Inc. for Design and Survey Services for the 13th Avenue Park Project.

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 Porter-Higginbotham Engineering, Inc. for design and survey services for the 13th Avenue Park project. The fiscal impact for the City will be \$48,750.00. Documentation is attached.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54006 Amount: \$ 48,750.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a contract with Porter-Higginbotham Engineering, Inc, for design and survey services for the 13th Avenue Park project.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
CONTRACT WITH PORTER-HIGGINBOTHAM ENGINEERING, INC. FOR DESIGN
AND SURVEY SERVICES FOR THE 13TH AVENUE PARK PROJECT**

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute a contract with Porter-Higginbotham Engineering, Inc. for design and survey services for the 13th Avenue Park project; and,

WHEREAS, the fiscal impact for the City will be \$48,750.00.

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 Porter-Higginbotham Engineering, Inc. for design and survey services for the 13th Avenue Park project, and the total cost of these services will be \$48,750.00.

RESOLVED AND DONE THIS 1st DAY OF MAY 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: May 1, 2023

Motion:

Second:

April 17, 2023

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

Re: **13th Avenue Park Project – Fee Proposal**

Dear Ms. Tubbs:

Thank you for the opportunity to work with you and the City of Northport. Porter-Higginbotham Engineering, Inc. (PHE) is looking forward to being a part of this exciting project. We have reviewed both the site and the provided documents and propose the following scope of work for your consideration.

In general:

The City of Northport intends to develop a public park on property, to be leased from DCH, on 13th Avenue. Depending on costs, the park will consist of basketball courts, an asphalt multi-use path, health and wellness components, and a parking lot. The anticipated budget for this project is \$500,000.00, including both professional and construction services.

I propose the following services for this project:

- Civil Design Services, including the following:
 - Preliminary layout options for consideration
 - Estimated costs associated with each individual component
 - Assistance with DCH meetings, if needed
 - Preliminary design based on the selected options
 - Final design
 - Bid documents, possibly including alternate bid options
 - Bid phase services
 - NPDES permit
 - Construction inspection
- Survey Services, including the following:
 - Topographic survey
 - Location of utilities
 - Location of drainage structures and related features
 - Boundary survey

This contract does not include geotechnical services for the design phase. If requested, we can include in our contract. I have included a proposed fee for testing services during construction.

PHE proposes a fee for the above items of work, as provided below:

<u>Item</u>	<u>Fee</u>	<u>Terms</u>
Preliminary Design	\$7,500.00	Lump Sum
Survey Services	\$4,000.00	Hourly (NTE)
Final Design	\$8,750.00	Lump Sum
Traffic Control Plan	\$1,500.00	Lump Sum
Bid Phase	\$1,500.00	Lump Sum
Record Drawings	\$1,500.00	Lump Sum
Basic Engineering SDC	\$15,500.00	Hourly (NTE)
Advanced Services During Construction (SDC)	\$2,500.00	Hourly (NTE)
Construction Testing	\$3,000.00	Hourly (NTE)
Administration; Reimbursement of Expenses	<u>\$3,000.00</u>	NTE
Total Fee	\$48,750.00	

**This fee includes all subconsultants required, design, production, overhead, mileage, and any other incidental costs. In the event additional services are required due to unknown discoveries during the design or construction phase, we will notify you immediately.*

**Please note that this fee does not include any permitting fees that may apply. It is assumed that the owner will pay these directly, if required.*

I have included \$3,000.00 for reimbursable expenses. This pertains to the cost for legal advertising. If the City prefers to post the advertisements, we would not use this category.

We anticipate the design process to be broken down as follows:

Preliminary Design: 45 Calendar Days
Final Design: 30 Calendar Days

**Preliminary Design is extended to 45 days to include scoping meetings with the City based on cost options and to allow for adequate time for City review. If preferred, this can be reduced.*

PHE Hourly Rates:

<u>Title</u>	<u>Rate</u>
Professional Engineer	\$165.00
Project Manager	\$135.00
Construction Inspector	\$70.00
Technician	\$85.00

If you have any questions or need additional information, please contact me. I look forward to working with you. Thank you very much for this opportunity.

Sincerely,



Bruce L. Higginbotham, P.E.
Porter-Higginbotham Engineering, Inc.



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: May 1, 2023

SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with TTL, Inc. for C E & I Services for the Downtown Streetscape Phase II Project

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 TTL, Inc. for C E & I services for the Downtown Streetscape Phase II project. The fiscal impact for the City will be \$272,900.00. Documentation is attached.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. 01-32-600-81001 Amount: \$ 272,900.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a contract with TTL, Inc. for C E & I services for the Downtown Streetscape Phase II project.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
CONTRACT WITH TTL, INC. FOR C E & I SERVICES FOR THE DOWNTOWN
STREETSCAPE PHASE II PROJECT**

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute a contract with TTL, Inc. for C E & I services for the Downtown Streetscape Phase II project; and,

WHEREAS, the fiscal impact for the City for the C E & I services will be \$272,900.00.

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 TTL, Inc. for C E & I services for the Downtown Streetscape Phase II project, and the total amount for these services will be \$272,900.00.

RESOLVED AND DONE THIS 1st DAY OF MAY 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: May 1, 2023

Motion:

Second:



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

April 18, 2023

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

**RE: Downtown Northport Sidewalk and Streetscaping Improvements Project – Phase II
Proposal for Construction Engineering/Inspection and Construction Materials Testing
and Construction Staking Services
1st Street to Lurleen Wallace Boulevard (US Hwy 43/AL Hwy 69) Overpass
and Sidewalk to Bridge Avenue
ALDOT Project No.: TAPAA-TA22(908)
Northport, Alabama
TTL Proposal No. P00201001210.00**

Dear Mr. Matthews:

TTL, Inc. (TTL) appreciates the opportunity to submit a proposal for Construction Engineering/Inspection (CEI), Construction Materials Testing (CMT), and Construction Staking services for the sidewalk, streetscape, and utility relocation improvements project on 1st Street in downtown Northport. Enclosed are the proposed scope of services, and our proposed fees. TTL is on ALDOT's approved list of CEI consultants and TTL personnel have all required ALDOT certifications including Radiation, Earthwork, Roadway, Plant, Concrete, etc. required to complete the work.

The project consists of approximately 700 feet of streetscape improvements for 1st Street to approximately Lurleen Wallace Boulevard (US Highway NO. 43/Alabama Highway No. 69) with sidewalk improvements extending to Bridge Avenue. The project will include grading, drain, base, pave, traffic striping/signage, landscape, irrigation, street/pedestrian lighting, sidewalk improvements, and underground duct bank for private utility company modifications. It is anticipated that the project contract time for construction will be 100 days. We have estimated 15% of the low bid construction cost for CEI and CMT services per ALDOT's typical percentage. These services, record drawings, and construction staking services shall be performed on an hourly basis.

TTL personnel will observe the Contractor's activities on a daily basis, record construction quantities as necessary, and submit the required ALDOT BMT forms. TTL personnel will observe subgrade improvements and perform field density testing of fill soils and base materials. Our understanding is ALDOT will provide a technician for the laboratory testing of the asphalt. The Contractor will be responsible for quality control and will be cutting cores for density testing.

We anticipate a full-time inspector will be required for the duration of the project and an additional part-time inspector as needed.

(continued next page)

Our CEI and CMT services will include:

- Review and approve all material submittals for the project.
- Review and approve monthly pay requests with submittal to ALDOT for approval and to the City of Northport for payment.
- Observe contractor's activities and creating daily report logs.
- Recording construction quantities.
- Submit required ALDOT BMT forms, material certifications, and pay estimate reviews during the course of the project.
- Observe subgrade repairs and patching (if needed).
- Observe backfill placement and perform nuclear density tests on the compacted backfill.
- Obtain bulk samples of the backfill soils for Proctor density and laboratory classification testing.
- Observe aggregate base placement and perform nuclear density tests on the compacted aggregate materials.
- Obtain bulk samples of the aggregate materials for Proctor density and aggregate analysis testing.
- Observe municipal utility installations and subsequent testing. (Sanitary Sewer, Water Distribution, and Storm Drainage)
- Observe private utility company duct bank installations for above ground relocations to below ground.
- Observe landscape, irrigation, and street/pedestrian lighting improvements.
- Construction Staking of the following:
 1. Project Control
 2. Storm Drainage, Sanitary Sewer, and Water Distribution Improvements
 3. Curb and Gutter, Curb, and Roadway Edge of Pavement Improvements
 4. Sidewalks and Ramps
 5. Underground Power, Communications, and Fiber Duct Banks
 6. Subgrade Rough and Bluetopping Staking

All construction staking items noted above will require a 48-hour notice and be staked one (1) time only. Any re-staking or any other requested items outside of these listed items will be provided on an hourly basis according to our hourly rate schedule and charged to the Contractor directly.

(continued next page)

Using cost information from the final certified bid tabulation and information from similar projects, we recommend the following be budgeted for the testing and inspection program:

Construction Staking:	\$36,400.00
Record Drawing Plans:	\$4,900.00
All Other SDC:	\$206,500.00
Construction Testing:	\$25,100.00
Expenses:	N/A
LOMR:	N/A
Sales and Use Tax:	N/A
SUMMARY OF FEES:	\$272,900.00

We will invoice you each month based on the amount of our services that have been completed. Overtime will not be charged without prior approval from ALDOT and/or the City of Northport.

The presence of our field representative will be for the purpose of providing inspection and field testing. The Contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse the Contractor in any way from defects discovered in his work. Our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the Contractor.

Enclosed is a Client Project Services Agreement which hereby becomes a part of the contract. If this proposal meets with your approval, please execute and return the Client Project Services Agreement prior to commencement of work and contact the writer to finalize the schedule.

We appreciate the opportunity to submit a proposal for providing CEI, CMT, and Construction Staking services for this project. Please call if you have any questions or if you need other pricing information.

Sincerely,

TTL, Inc.



Frank E. Summers, PE
Vice President



Chris D. Crawford, PE
Vice President/Civil Regional Leader

*Attachment: Client Project Services Agreement
2023 Hourly Rate Schedule*

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:

- Hourly rates for holidays, weekends, or work over 40 hours per week shall be 1.3 times the standard unit rates.
- Services provided in subsequent years to be billed at 1.05 times above rates unless new rate schedule is approved.
- 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%.
- A two hour minimum charge per site visit will be applied to all technician level staff positions.
- A 24-hour advance notice is requested for scheduling or canceling all personnel field services.
- Sub-Consultants billed through TTL shall be subject to an additional 10 percent administrative fee.



PROFESSIONAL SERVICES AGREEMENT

TTL PROJECT NO.: 000201001210.00

PROJECT NAME: City of Northport - Downtown Sidewalk and Streetscape Improvements - Phase II

This Agreement made and entered into on _____ by and between TTL, Inc., hereinafter called "Consultant" and City of Northport hereinafter called "Client" is for the services described under this Agreement.

☐ By checking this box, Consultant and Client indicate that this Agreement will also serve as a Master Services Agreement (MSA) between the two entities. The term for the MSA shall commence upon the full execution of this Agreement and expire on _____.

1. **SCOPE OF SERVICES:** Consultant's services are described in the Scope of Services (Services) section of the Proposal, which is attached to and made a part of this Agreement. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **ACCEPTANCE:** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and both parties agree that this Agreement takes precedence over any additional or conflicting terms provided in other documents. This Agreement shall not be assigned by either party without prior written consent of the other party.
3. **CHANGE ORDERS:** Client may request changes to the Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Similarly, if project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee. Following Client's review and concurrence with the change order request, Client shall provide written acceptance.
4. **COMPENSATION:** Client shall compensate Consultant for the Services performed at the fees stated in the Proposal. Fee schedules provided shall be valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.

For some projects and, prior to provision of services, the Consultant may require the Client to make an initial retainer payment. As it pertains to this Agreement, Client is requested to deposit a retainer of \$ N/A with the Consultant. The retainer amount shall be credited upon completion of the services on the final invoice.
5. **THIRD PARTY RELIANCE:** This Agreement and the Services provided are for Consultant's and Client's sole benefit and exclusive use with no third-party beneficiaries made or intended. Reliance upon Consultant's work product Services is limited to Client. Permission to rely on Consultant's work product is not granted to third parties. **For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client; however, Client understands that such reports will be issued strictly for informational purposes only and not for reliance. Reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.** Client also acknowledges that such third-party disclosures for reliance could create a conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest against Consultant, Consultant's employees or sub-consultants or subcontractors regarding any disclosure to a third party for informational or reliance purposes. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
6. **LIMITATION OF LIABILITY:** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, TORT, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.



PROFESSIONAL SERVICES AGREEMENT

7. **INDEMNIFICATION:** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project. Indemnification shall include but not be limited to failure to adequately implement and maintain effective best management practices for erosion and sediment control by Client, contractors, subcontractors, or others whether or not Consultant provides services related to such activities.
8. **STANDARD OF CARE (WARRANTY):** The standard of care for all professional engineering, surveying, testing and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing with the same education and experience, under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished. Subject to the foregoing standard of care, the Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to manufacturers, suppliers, and publishers of technical standards.
9. **INSURANCE:** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
11. **OPINIONS OF COST:** Consultant's opinions (if any) of probable construction costs are made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant's opinion of probable construction costs is not and shall not be considered a guaranteed estimate or exact price for construction of the Project. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
12. **SUBSURFACE EXPLORATION:** Subsurface conditions throughout the site may vary from those depicted on logs of discrete exploratory borings, test pits, or other subsurface exploratory services. Client understands Consultant's layout of exploratory boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.
13. **TESTING AND OBSERVATIONS:** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to failure to request or schedule services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and Consultant explicitly is not responsible for their means and methods.
14. **SAMPLE DISPOSITION:** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall



PROFESSIONAL SERVICES AGREEMENT

Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's sub-consultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

- 15. UNFORESEEN CIRCUMSTANCES:** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: (a.) Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; (b.) Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; (c.) Terminate the services effective on the date specified by Consultant in writing; (d.) Disclose information to regulators or government authorities when required by statute or professional canons of ethics.
- 16. UTILITIES:** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.
- 17. GROUND PENETRATING RADAR:** If TTL's Services include providing ground penetrating radar (GPR) services to Client, Client acknowledges and agrees that there are inherent limitations associated with use of the GPR equipment. In using GPR data, Client will be solely responsible for making any determinations to drill, excavate, or perform any other destructive processes and Client will indemnify and hold TTL harmless from liability associated with such determinations. Client further acknowledges that (a) unless otherwise indicated in the accompanying TTL proposal, any maps or drawings provided in connection with the Services are not survey quality; (b) TTL only reports GPR-retrieved data and, unless specifically stated as additional Services under the associated proposal, TTL does not include any investigation, analysis, or interpretation of soil composition, soil conditions, or geophysical, geological, engineering, or land surveying information; and (c) TTL makes no warranty or representation that use of the GPR equipment will locate all subsurface structures/obstacles.
- 18. SITE ACCESS AND SAFETY:** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary for Consultant to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.
- 19. OWNERSHIP OF DOCUMENTS:** All documents, including plans, drawings, specifications, reports, logs, data, calculations, and surveys prepared by the Consultant are instruments of service and shall remain the property of the Consultant. Such documents may not be used by CLIENT for any other endeavor without express written consent from TTL. Any unauthorized re-use is at Client's or the recipients' sole and exclusive risk and is without liability to TTL. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. If Consultant's work product includes delivery of a design model or survey data file via electronic media, Consultant makes no warranty or representation to Client that the electronic copy is accurate or complete and Client shall be required to sign a separate Electronic Document Release Form evidencing this understanding. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
- 20. WAIVER:** Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- 21. DISPUTE RESOLUTION:** In the unlikely event a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. Client shall not be entitled to assert a claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, surveyor, or geologist licensed in the jurisdiction in which the work in question was performed indicating that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of a third-party mediator shall be shared equally by the parties with proceedings to be held in Tuscaloosa, Alabama. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.
- 22. GOVERNING LAW:** Client and Consultant agree this Agreement and any legal actions related to its validity, interpretation and performance shall be governed by and according to laws of the state of Alabama.



PROFESSIONAL SERVICES AGREEMENT

23. **SURVIVAL:** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.
24. **TERMINATION:** This Agreement may be terminated at any time by either party by written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated by either party, regardless of reason, Client shall pay TTL compensation for work satisfactorily completed up to date of termination for said work and for reasonable termination expenses incurred as the result of termination. This Agreement shall remain in effect until completion of proposed scope of services unless terminated as provided herein, or extended by mutual agreement in writing.
25. **SEVERABILITY:** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed to be omitted and the remainder of this Agreement shall remain in full force and effect.

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

CLIENT

ENTITY NAME: City of Northport
CONTACT NAME: _____
TITLE: _____
ADDRESS: 3500 McFarland Boulevard
CITY AND STATE: Northport, AL 35476
OFFICE PHONE: 205-339-7000
CELL PHONE: _____
EMAIL: _____

SIGNED: _____

DATE: _____

CONSULTANT

ENTITY NAME: TTL, Inc.
CONTACT NAME: Frank E. Summers, P.E.
TITLE: Vice President
ADDRESS: 3516 Greensboro Avenue
CITY, STATE, ZIP: Tuscaloosa, AL 35401
OFFICE PHONE: 205-345-0816
CELL PHONE: 205-361-4751
EMAIL: fsummers@ttlusa.com

SIGNED: _____

DATE: _____



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: May 1, 2023

SUBJECT: Resolution Designating Voting Delegates for the 2023 Alabama League of Municipalities Annual Convention

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Glenda Webb

Summary:

This resolution approves designation of a voting delegate, and a 1st alternate voting delegate to represent the City of Northport at the 2023 Alabama League of Municipalities Annual Convention May 10-13, 2023, in Birmingham, AL.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt the resolution designating Councilman Washington as the voting delegate, and Mayor Hinton as the 1st alternate voting delegate to represent the City of Northport at the business meeting for the 2023 Alabama League of Municipalities Annual Convention.

RESOLUTION NO. 23 -

**RESOLUTION DESIGNATING OFFICIAL VOTING DELEGATES FOR THE 2023
ALABAMA LEAGUE OF MUNICIPALITIES ANNUAL CONVENTION**

WHEREAS, the 2023 Alabama League of Municipalities Annual Convention will be held in Birmingham, AL May 10-13, 2023; and

WHEREAS, the League has charged the City of Northport with designating an official voting delegate and an alternate voting delegate who will be eligible to cast the municipality's vote during the business meeting portion of the convention.

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

1. That Councilman Woodrow Washington be designated as the City of Northport's official voting delegate at the 2023 Alabama League of Municipalities Annual Convention.
2. That Mayor, Dr. John Hinton be designated as the 1st alternate voting delegate at the 2023 Alabama League of Municipalities Annual Convention.

RESOLVED AND DONE THIS 1st DAY OF MAY, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: May 1, 2023
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: May 1, 2023

SUBJECT: Resolution authorizing the City Attorney to Request Attorney General's Opinion on Providing Health Insurance to Elected Officials

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

A few of the current elected officials have inquired about obtaining health insurance through the City. The Administrative Committee discussed at the April 17th Committee meeting. As recommended by the Administrative Committee, the attached resolution will authorize the City Attorney to request an Attorney General's Opinion regarding providing health insurance to the elected officials as attached in Exhibit "A".

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move the adoption of a resolution authorizing the City Attorney to request an Attorney General's Opinion on providing health insurance to Elected Officials.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE CITY ATTORNEY TO REQUEST ATTORNEY
GENERAL’S OPINION ON PROVIDING HEALTH INSURANCE TO ELECTED
OFFICIALS**

WHEREAS, current elected officials have inquired about obtaining health insurance through the City of Northport if they paid the entire cost of such coverage from their personal funds; and

WHEREAS, this was discussed at the April 17, 2023, Administrative Committee Meeting;
and

WHEREAS, the Administrative Committee recommended the City Attorney request an Official Attorney General’s Opinion on the matter.

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

1. The City Attorney is hereby authorized, directed, and empowered to obtain an Attorney General’s Opinion on behalf of the City with respect to providing health insurance to elected officials as attached in Exhibit “A”.

RESOLVED AND DONE THIS 1st DAY OF MAY, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: May 1, 2023

Motion By:

Second By:

EXHIBIT “A”



REQUEST FOR ATTORNEY GENERAL'S OPINION

Opinions Division
Attorney General's Office
Post Office Box 300152
Montgomery, Alabama 36130-0152

Telephone: (334) 242-7403
www.alabamaag.gov

(Please print or type)

THIS OFFICE DOES NOT ADDRESS ISSUES ON MATTERS CURRENTLY IN LITIGATION

Is this issue in litigation? Yes ☐ No ☒ (YOU MUST CHECK ONE)

If yes, please supply the following information:

Case Number: _____

Case Name: _____

Court or governmental body (board, commission, etc.):

If no, do you anticipate that litigation will be filed?

Yes ☐ No ☒ (YOU MUST CHECK ONE)

Requestor's Name: Ronald L. Davis Date: May 2, 2023

City/County/Agency Name: City of Northport, Alabama

Mailing Address: 3500 McFarland Blvd.

City: Northport County: Tuscaloosa State: AL Zip Code: 35476

Email address: rdavis@cityofnorthport.org

Telephone numbers: (Office) 205-339-7000 (Fax) Cell 205-454-5000

Specify public title or official public position that qualifies you to request an opinion: City Attorney of the City of Northport, Alabama, 35476

Signature and title of individual requesting opinion:

Ronald L. Davis
SIGNATURE

City Attorney

TITLE

Set forth facts below showing nature and character of question that make the "advice sought necessary to the present performance of some official act that such officer must immediately perform." ALA. CODE § 36-15-1(1)d.

[Use additional sheets if necessary. MAXIMUM CHARACTERS 1800.]

The City of Northport is a Mayor Council form of government. The annual salary for the Mayor, Council President and Council Members are set by City Ordinance. See attached memo from Darren McGee, City Finance Director for the annual amounts.

The City is self-insured for medical insurance coverage. For employees, they pay a portion of the cost and the City pays the balance of the cost of this medical coverage. The total monthly cost to the City of Northport (the combined employee portion and the City portion) for individual coverage is \$933.83 and the total monthly cost for family coverage is \$1,046.60. See attached memo from Carrie Cameron from the City's H.R. Department.

Since the City is self-insured, the City can provide the option of Health Insurance coverage to our elected officials if the City wishes to do so. Some of the elected officials have asked if they could be added as insureds to the City's Health Insurance policy IF they paid the entire premium to the City each month? There would be no additional cost to the City since it is a group policy with over 300 participants, adding 2 or 3 new individuals would not impact the City's cost.

If this option was allowed, the elected officials would only be eligible for this coverage while they were serving the City in an elected capacity. If they did not seek reelection, their coverage would be terminated at the end of their current term. If they ran and lost the election, their coverage would be terminated when they left office at the end of their term.

SPECIFIC QUESTION:

[Use additional sheets if necessary. MAXIMUM CHARACTERS 2400.]

Alabama Code Section 11-43-9 prohibits the fees, salary, compensation, or emoluments to be increased or diminished during the term for which he or she shall have been elected or appointed.

Would keeping the monthly salary of each elected official unchanged, but allowing any of the six elected officials the option to purchase health insurance through the City of Northport's group health insurance policy, violate the above Code section provided the elected official(s) pay the entire cost to the City with that officials' personal funds? Providing this option to the Mayor and City Council members would not result in any additional cost to the City of Northport. This option would no longer be available once that individual left office.

NOTE: A resolution requesting an opinion must accompany opinion requests from county commissions, city councils, boards of education, and like governing bodies. Public officials shall not submit moot, private, or personal questions in which the state, county, or public is not materially or primarily interested. ALA. CODE § 36-15-1(1)c.



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

AGENDA ITEM NO. 9.b.9.

MEETING DATE: May 1, 2023

SUBJECT: Resolution Rejecting Bid for Mid-Size SUV

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

On Wednesday, April 12, 2023, the City of Northport Utilities Department received bids for Bid File 23-11 Furnishing a Mid-Size SUV.

One bid was received, as seen in the attached "Exhibit A". After reviewing the bid, it was determined that it was over budget.

At this time, the Department requests that the council formally reject the bid.

Recommendation:

Approve the Resolution Rejecting the Bid

Funding Source/GL Code:

None

Motion for Consideration:

I move to approve the resolution rejecting the bid for Bid File 23-11 Furnishing of a Mid-Size SUV.

RESOLUTION NO. 23-

RESOLUTION REJECTING BID FILE 23-11 FOR FURNISHING OF A MID-SIZE SUV

WHEREAS, on Wednesday, April 12, 2023, the Utilities Department for the City of Northport, solicited and received bids for Bid File 23-11 *Furnishing a Mid-Size SUV*; and

WHEREAS, the City received (1) one bid; and

WHEREAS, after reviewing the bid, it was determined that it came in over budget.

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

- 1) The City Council formally rejects the bid, as shown in the bid tabulation attached as “Exhibit A”, in the amount of \$52,000.00.

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: May 1, 2023
Motion By:
Second By:

EXHIBIT “A”

EXHIBIT "A"
BID TABULATION
BID FILE NO. 23-11 FURNISHING OF A MID-SIZE SUV
CITY OF NORTHPORT, ALABAMA
Bids Received: April 12, 2023 @ 10:00 a.m.

Bidder	Description (Brand/Make/Model)	Bid Price	Bid Meet All Specs	Delivery Period
Long Lewis Ford	23 Ford Explorer Timberline 4WD	\$ 52,000.00	Y / <u>N</u>	10 Days
			Y / N	
			Y / N	
			Y / N	
			Y / N	
			Y / N	
			Y / N	
			Y / N	
			Y / N	

Cynthia Davis Cynthia Davis
 Opened By Signature

Allison Martin Allison Martin
 Witnessed By Signature

4/12/23
 Date



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

AGENDA ITEM NO. 9.b.10.

MEETING DATE: May 1, 2023

SUBJECT: Resolution Authorizing the City Administrator to Execute a Master Services Agreement and Addendum 1 with VenuVentures, LLC for the City of Northport Water Attraction Project

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

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 and Addendum 1 with VenuVentures, LLC for the City of Northport Water Attraction project. The fiscal impact for the City will be \$62,700.00. The agreement and addendum 1 are attached.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54003 Amount: \$ 62,700.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute the Master Services Agreement and Addendum 1 with VenuVentures, LLC for the City of Northport Water Attraction project.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE
MASTER SERVICES AGREEMENT AND ADDENDUM 1 WITH VENUVENTURES,
LLC FOR THE WATER ATTRACTION PROJECT**

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute the master services agreement and addendum 1 with VenuVentures, LLC for the water attraction project; and,

WHEREAS, the fiscal impact for the City will be \$62,700.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to execute the master services agreement and addendum 1 with VenuVentures, LLC for the water attraction project, and the total amount will be \$62,700.00.

RESOLVED AND DONE THIS 1st DAY OF MAY 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: May 1, 2023

Motion:

Second:

VENUVENTURES, LLC

**MASTER AGREEMENT FOR
PROFESSIONAL SERVICES**

CITY OF NORTHPORT WATER ATTRACTION PROJECT

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is made effective as of ~~October 23, 2019~~ _____ day of _____, 2023, by and between ~~EC RANCHO MIRAGE HOLDINGS, LIMITED PARTNERSHIP~~ the City of Northport, AL, a Delaware limited partnership (the "~~Client~~ECRM"), and ~~VenuBLUE~~VenuVentures, LLC, a ~~Texas~~ Iowa limited liability company (the "~~Consultant~~Consultant"), with respect to the engagement of ~~Consultant~~Consultant to provide project planning and operational management services in connection with the Section 31 Project located in Rancho Mirage, California.

RECITALS

~~_____ A. _____ WHEREAS, ECRMClient is the owner of, and has retained DMB Development LLC, a Delaware limited liability company, ("DMB") as the Master Developer for development of, the property commonly known as Section 31, Rancho Mirage, consisting of approximately 618 acres of land, bounded by Bob Hope Drive on the west, Gerald Ford on the north, Frank Sinatra on the south and Monterey on the east, in Riverside County, California (the "Property"). The Property is currently vacant land land located in the 5400 block of US Highway 82/McFarland Boulevard in the city of Northport, Alabama (the "Property") which Client intends to develop to include, amongst other components, a water-based entertainment attraction open to the public (the "Project").~~

~~_____ B. _____ WHEREAS, DMB has requested that Client ECRM desires to engage ConsultantConsultant to perform various services with respect to the Property, and ConsultantConsultant is willing to perform such services, all on the terms and conditions set forth below. Specific services shall be detailed in a specific addendum (referred to singularly as the "Addendum" or collectively, as the "Addenda") attached and incorporated herein to this Agreement executed between the parties from time to time. The form of Addendum shall be identical in form and substance to that attached hereto and incorporated herein as Exhibit A.~~

AGREEMENT:

In consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereby agree as follows:

1. ServicesConsultant Responsibilities.

- A. ConsultantConsultant shall perform the services set forth in each Scope of Services Addendum (the "Services") with the standards of care, skill and diligence generally exercised by professionals in the performance of services substantially similar to the Services.
- B. Consultant does not guarantee a schedule for an approval process and will not be responsible for delays attributable to any review committee or agency.
- C. ConsultantConsultant shall employ professional care to provide its Services compliancecy with all applicable federal, state and local laws (including without limitation all laws relating to taxes, social security, unemployment, worker's compensation, wages, health, safety, discrimination and occupational health and safety), licenses, and guidelines governing the performance of the Services.

D. ~~Consultant~~ Consultant represents that it, along with any third-party contractors or subconsultants that may be engaged in the delivery of the Services, is capable of performing the services specified herein, ~~and in any particular Scope of Services Addendum,~~ in accordance with the terms and conditions of this Agreement.

E. Consultant shall not be responsible for Client's directive(s) or substitution(s) made to the Project without the Consultant's written approval.

F. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous or toxic materials or substances in any form at the Project, including, but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

G. Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the Consultant be responsible for any contractor's failure to perform its work. Consultant shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, its subcontractors, or of any other persons or entities performing any portion of the work.

H. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous or toxic materials or substances in any form at the Project, including, but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

~~1.~~I. Consultant shall not be responsible for any cost or expense associated with (a) any latent defect(s) in any existing structure, or (b) any other existing conditions of the Project, or on the Project's property.

2. Consultant's Scope of Services.

A. Consultant's scope of services consist of those described in each Services Addendum annexed hereto and incorporated herein as well as any services set forth in this Agreement. All references to the Agreement shall also include all terms and conditions in the Services Addenda. For the purpose of this Agreement, any design documents, renderings, drawings, financial proformas, program narratives, specifications, procedures, and protocols ("Consultant's Work Product").

B. Consultant may engage third-party subconsultants, independent contractors, etc to provide certain specialty services necessary in the delivery of its Services. Cost of any such services engaged directly by Consultant are the responsibility of Consultant.

C. Any service requested by the Client and/or provided by the Consultant which is not otherwise described as a Service in the Agreement and/or is an additional service outside or beyond the Scope of Services Addendum, for which the Consultant is entitled to compensation at the rates set forth in the Agreement and paid by the Client, in addition to, and in the same manner as, the compensation for the Services.

D. Site visits, if required, are for the purpose of becoming generally familiar with the status and quality of the portion of the completed work only, and to determine, in general, if that work, when fully completed, will be in accordance with the specified intent of Consultant's Work Product. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and shall not be responsible for any defect or deficiency in the work created by a contractor. Any site visits conducted will be considered a reimbursable expense and such travel, accommodation and meal expenses will be billed to Client.

E. Consultant's review of any submittal, including, but not limited to, schematic drawings, if required, shall be the limited purpose of checking for conformance with the design intent of the Consultant's Work Product. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems. Nor shall Consultant's review constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The accuracy of dimensions, quantities, installation and performance of equipment or systems, means and methods for execution shall be solely the contractor's responsibility.

3. Client's Responsibilities.

- A. The Client will work cooperatively with Consultant to bring the Project to a successful completion and will timely provide Consultant with all complete and accurate information regarding the Project requirements including budget, schedule and any landlord/owner or building requirements.
- B. Client will provide all information regarding the requirements of the Project, including Client's objectives, schedule, criteria, budget and site requirements, as well as geotechnical investigation surveys to describe physical characteristics, soil capacity, legal limitations and utility locations of the Project site, to the extent necessary for the Consultant to carry out its services.
- C. The Client designates _____ as its representative authorized to act on the Client's behalf with respect to the Project. The Client, through its authorized representative, will examine all Consultant's Work Product and other documents submitted by Consultant and render all decisions promptly to avoid unreasonable delay in the progress of the services or Project schedule.
- D. Client will provide Consultant prompt written notice if it becomes aware of any development that affects the scope or timing of the services or observes or otherwise becomes aware of any fault or defect in the Project, deficiency in the services of Consultant or nonconformance with the contract documents and/or Consultant's Work Product.
- E. Client will, at its own expense, retain the services of consultants, as required by the scope of the Project, and will provide tests, inspections, and special inspections and reports required by law or by the contract documents. Consultant shall have no responsibility for errors, omissions or other deficiencies in the services of any of the Client's consultants, design professionals or design-build contractors, rendering design, engineering or related services, and Consultant shall be entitled to rely on the sufficiency, accuracy and completeness thereof and the compliance of the documents and services furnished by them with all applicable laws, codes, ordinances, rules and regulations.
- F. Client shall hold harmless the Consultant for any conflicts or changes required in design or construction resulting from discrepancies between actual field conditions and the information utilized for design unless such conflicts and changes are due to the negligence of Consultant.
- G. Client shall be responsible for all costs associated with permit approvals and construction of the Project designed under this Agreement.

2.4. Compensation for Services. ~~Consultant~~Consultant's compensation for the Services, including and fees of subconsultants and reimbursable~~approved~~ out-of-pocket expenses, if any, ~~shall be as detailed in the~~shall be paid by the Client pursuant to the rates, payment schedule and terms as set forth in the Addenda~~particular Addendum~~. No third-party consultant may be engaged to perform any of the Services without the prior approval of ECRM.~~Unless otherwise specified in an the Addendadum (and then only with respect to the specific Services described in such Addendum Schedule),~~ ConsultantConsultant shall invoice ECRM-Client based on the payment terms specified and set forth in each Addendum ~~Schedulea~~. Subject to ConsultantConsultant's compliance with the terms of this Agreement, ECRM-Client shall pay all amounts due hereunder within ~~forty-five~~thirty (30) days after receipt of invoices(s) therefor. Any uncontested amount not paid within ~~ninety-sixty~~(60) days after receipt of an invoice shall bear interest at the rate of eight percent (8%) per annum until paid.

3.5. Term. The term of this Agreement shall commence upon the execution of this Agreement by ECRM-Client and ConsultantConsultant and shall continue ~~for a period of one (1) year~~until the deliverable date specified in the last ~~executed Addendum to this Agreement~~ unless sooner terminated (i) upon thirty (30) days' prior written notice by either party to the other party, or (ii) in accordance with Section 9-11 below.

~~4.6. Lender Consent.~~ ~~Consultant~~ ~~Consultant~~ acknowledges that ~~ECRM~~ ~~Client~~ may from time to time obtain one or more loans from, and grant one or more mortgages, deeds of trusts or other forms of security interests in the Property to one or more lenders (each a "Lender") in connection with its ownership or operation of the Property. ~~Consultant~~ ~~Consultant~~ hereby consents to the pledge, assignment or other transfer to each Lender of the rights of ~~ECRM~~ ~~Client~~ under this Agreement. If any Lender requires any changes to this Agreement, within five (5) days after ~~ECRM~~ ~~Client~~'s written request, ~~Consultant~~ ~~Consultant~~ shall endeavor to enter into a commercially reasonable amendment to this Agreement with ~~ECRM~~ ~~Client~~ as required by any Lender. At the request of ~~ECRM~~ ~~Client~~, ~~Consultant~~ ~~Consultant~~ shall execute and deliver such agreements, consents, confirmations, approvals and other documents which are reasonably requested by any Lender to confirm, approve and/or effectuate the provisions of this ~~Section~~ ~~6~~ ~~4~~.

~~Work Product.~~ ~~ECRM and Consultant acknowledge that during the course of services and as a result of the performance of services, Consultant will create or have created for this property, certain written materials, plans, calculations, financial models, computer files, and other tangible manifestations of the Consultant's efforts work (whether hard copies or electronic copies) as a result of the Consultant's efforts related to the work (whether hard copies or electronic copies) (hereinafter individually or collectively referred to as "Work Product"). ECRM shall own the hard copies or electronic copies of any Work Product delivered or required to be delivered by Consultant to ECRM under this agreement irrespective of any copyright notices or confidentiality legends which may have been placed in or on such Work Product. Notwithstanding the foregoing, as between ECRM and Consultant, Consultant shall retain ownership of all proprietary intellectual property rights owned, created, developed, or delivered by Consultant during the performance of services or otherwise (including such intellectual proprietary information embedded in the Work Product) (hereinafter referred to as the Consultant's "Intellectual Property"), and nothing in this Section 5 shall result in the transfer of ownership of any of the Consultant's Intellectual Property.~~

~~7. All work product generated by Consultant pursuant to this Agreement (the "Work Product"), shall be addressed to and shall be property of ECRM; provided, however, that any tools and/or intellectual property that are under copyright (which shall be designated as such at the time provided) provided by Consultant to ECRM shall remain the property of Consultant and shall not be copied or distributed to third parties without the prior written consent of Consultant, which consent may be given or withheld in Consultant's sole discretion. Consultant may retain a copy of all Work Product, but shall not use the Work Product in connection with the provision of services to any other party, without the prior written consent of ECRM, which consent may be given or withheld in ECRM's sole discretion. Upon request by DMB, Consultant will re-certify such Work Product to ECRM and any third party requested by ECRM in connection with the sale, financing or development of the Property, at no cost to ECRM or such third party, which re-certification shall be effective as of the date of the original Work Product. If requested by DMB or ECRM at any time, Consultant shall provide to DMB or to ECRM, at no additional cost, copies of any and all Work Product designated by DMB or ECRM, in such digital format as DMB or ECRM may reasonably designate. Ownership and Use of Work Product.~~

~~A. The Consultant's Work Product, including that in electronic form, prepared by Consultant and its subconsultants are for use solely with respect to this Project, Consultant and its subconsultants are the authors and owners of their respective Consultant's Work Product, and retain all common law, statutory and other reserved rights, including copyrights. Consultant grants to Client a nonexclusive license to use the Consultant's Work Product for the limited purposes of constructing, completing, using and maintaining the Project, provided Consultant is fully compensated pursuant to the terms of this Agreement.~~

~~B. In the event this Agreement is terminated by either party, whether for convenience or for cause, the license to use the Consultant's Documents shall likewise terminate unless and until a licensing fee is paid by the Client to Consultant as compensation for Client's continued used of Consultant's Work Product after termination of the Agreement.~~

~~C. Client shall not use the Consultant's Work Product for the completion of this Project without fully compensating Consultant pursuant to the terms of this Agreement. The Client shall not use the Consultant's Work Product for future additions or alternations to this Project or for other projects unless Client obtains the prior written consent of Consultant and its subconsultants. Any unauthorized use of the Consultant's Work Product shall be at the Client's sole risk and without liability to Consultant and its subconsultants and Client agrees that Consultant will not have any liability for any use of, revision to or deviation from the~~

Consultant's Work Product occurring subsequent to Consultant's completion of services under this Agreement or earlier termination in accordance with the terms of this Agreement. To the fullest extent permitted by law, the Client shall indemnify, defend and hold Consultant and its subconsultants harmless from any claims, actions, damages, judgment or expense, including reasonable attorneys' fees, resulting from or relating to the Client's unauthorized use or deviation from the Consultant's Work Product.

- D. Should Client, Client's consultants or contractors or their respective subconsultants or subcontractors (of whatever tier, the "Requesting Party") request to use of Consultant's electronic files for convenience in performing services or work on the Project, Consultant will provide those electronic files within a reasonable time of receipt of a "Release Agreement" executed by the Requesting Party.

5.

8. Confidential Information.

- A. In connection with the rendering of the Services, Confidential Information (as defined below) may be discovered by or disclosed to ~~Consultant~~ Consultant or to ECRMClient. ~~Consultant~~ Consultant and ECRMClient agrees not to disclose or allow access to any Confidential Information to any person (including ~~their~~ employees of Consultant, except as necessary to perform the Services), to refrain from using Confidential Information for purposes other than the performance of the Services ~~or as otherwise directed by ECRM~~, to refrain from reproducing any Confidential Information except as necessary to perform the Services, and to return to ~~ECRM the party delivering the Confidential Information~~ all documents and other materials containing Confidential Information immediately upon ECRM's request ~~by the other party~~ and in any event upon the termination of his Agreement or completion of the Services. ~~Consultant~~
- B. Each party acknowledges that ~~ECRM and/or the applicable Owner of any property related to the Services (as defined in a particular Addendum)~~ the other party will have no adequate remedy at law for any breach of the foregoing provisions, and that, accordingly, ~~ECRMClient or Consultant~~ Consultant and/or the applicable Owner (as defined in a particular Addendum) may obtain injunctive relief or a decree of specific performance directing ~~Consultant~~ the other party to cure any such breach and to refrain from further actions that would constitute such a breach.
- C. For purposes of this ~~Section 58~~, the term "Confidential Information" means any and all Work Product, interview notes (regardless of medium) and any and all information (and any and all documents or other media or materials containing information) that is (i) not publicly available ~~or known~~ and that pertains to ~~ECRM~~ such party, whether or not such information is expressly labeled or described as confidential and (ii) expressly labeled or described as confidential.
- ~~6-D. Consultant~~ Each party acknowledges and agrees that any release of information by ~~Consultant~~ such party contrary to these confidentiality provisions shall be subject to all remedies and damages available to ~~ECRM and/or the applicable Owner (as defined in a particular Addendum)~~ the other party in law and equity.

9. Insurance and Indemnification.

- A. During the term of this Agreement ~~Consultant~~ Consultant shall carry sufficient ~~Commercial-General Liability~~ Errors & Omissions, General Liability, and other necessary insurance coverages in the amounts comparable to that of other similar situated service providers or in amounts reasonably requested by ~~ECRMClient~~. If requested, certificates of insurance shall be provided to ~~ECRMClient~~ listing all such coverages.
- B. During the term of this Agreement Client will maintain general liability and property insurance to protect Client and its property from all risks, hazards, and liabilities in the minimum amount of the initial projected Project's construction costs, plus the value of subsequent modifications. The parties waive all rights against the other for damages to the extent covered by property insurance, except such rights they may have to the proceeds of such insurance and shall require similar waivers from their contractors and consultants.

- C. To the fullest extent permitted by law, the Client shall indemnify and hold harmless the Consultant and its subconsultants, against all claims, actions, judgments, damages and costs, including reasonable attorneys' fees, and all their costs of defense to which they may be subjected or which they may suffer that are allegedly caused by, or arise out of, any negligent act, error or omission of the Client, or any entity or individual retained by the Client in connection with the Project.
- D. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Client against all claims, actions, judgments, and damages to which the Client may be subjected or which they may suffered that are caused by, or arise out of, any negligent act, error or omission of Consultant in connection with the Project.
- E. Consultant's liability to Client for any claim, loss, or damage asserted by Client, including but not limited to liability pursuant to section 5 of the Agreement, which arises out of an alleged breach of this Agreement or any other negligent act, error, or omission of Consultant, shall not exceed the proceeds of professional liability insurance at the time of resolution of the claim.
- F. Neither the Client nor Consultant will have any liability to the other for any punitive, incidental or consequential damages resulting from claims, disputes or other matters arising out of or relating to this Agreement.
- G. The indemnity provisions set forth in Sections C and D shall survive the termination of this Agreement.

~~7.~~H. It is intended by the parties to this Agreement that Consultant's services in connection with the Project shall not submit Consultant's partners, members, individual employees, or their respective heirs and assigns to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that any claim, demand or suit arising out of or relating to the Project, or the services provided under this Agreement shall be directed and/or asserted only against Consultant, and not against any of Consultant's partners, members, individual employees, or their respective heirs and assigns. The Client expressly waives any claim it has or may claim to have against any and all such individuals.

~~8.~~10. **Independent Contractor Status.** The parties hereby acknowledge and agree that ~~Consultant~~Consultant is, ~~and is and~~ shall perform all Services under this Agreement as, ~~an independent contractor and not the agent, employer, employee, partner, or joint venturer of~~ ECRM CLIENT. Neither party shall have the right or power to bind or obligate the other party for any liabilities or obligations without the prior written consent of such other party.

~~9.~~ **Termination or Suspension.**

~~11.~~

- A. This Agreement may be terminated by either party upon at least seven (7) days written notice should the other party fail to substantially perform the terms of this Agreement, through no fault of the party initiating the termination. The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by Consultant. In the event of the Client's failure to substantially perform, Consultant may elect to suspend all of it services until the Client's failure is cured and all amounts due prior to the suspension, plus and expenses incurred on account of the interruptions and resumption of services, are fully paid.
- B. Client acknowledges that the Consultant's fees set forth in this Agreement contemplate prompt commencement by Consultant of the services to which such fees relate. Accordingly, Consultant shall have the right to terminate the Agreement should Client not authorize Consultant to promptly commence and complete performance of the services to be performed by Consultant. Consultant further reserves the right to renegotiate its fees if an Addendum to this Agreement is not executed within thirty (30) days of the execution of this Agreement by the parties.

C. If any portion of the Project or the services is stopped or suspended for more than thirty (30) days in the aggregate, Consultant may terminate this Agreement upon seven (7) days' written notice to the Client.

D. If the Client suspends the Project, Consultant shall be compensated for services performed prior to notice of such suspension. When Project is resumed, Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. Consultant's fees for the remaining services and the time schedule shall be equitably adjusted.

E. The Client may terminate this Agreement upon not less than seven (7) days' written notice to the Consultant for the Client's convenience and without cause.

F. In the event of termination of the Consultant, Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

~~A. Termination for Cause. ECRM may terminate this Agreement at any time upon seven (7) days' written notice to Consultant if Consultant fails to perform pursuant to the terms of this Agreement and fails to cure such non-performance within such 7-day period.~~

~~B. Termination Without Cause. Either Consultant or ECRM may terminate this Agreement without cause at any time upon thirty (30) days' written notice (the "Termination Notice") to the non-canceling party.~~

~~C. Compensation Following Termination. In the event of termination of this Agreement, ECRM shall pay for all Services performed under this Agreement up to date of the Termination Notice, subject to Section 10 below. Upon receipt of such payment, Consultant shall deliver to ECRM all Work Product and any Confidential Information in its possession.~~

~~10. Default of Consultant. The failure of Consultant to perform any of Consultant's obligations hereunder and/or to comply with the covenants, conditions and provisions hereof shall constitute a default. In the event of such a default, ECRM shall give written notice thereof to Consultant and shall direct Consultant to cure such default within a specified reasonable period of time as provided in Section 9. In the event Consultant shall fail to cure such default within the time specified, ECRM may, at its option, pursue one or more of the following remedies, all of which shall be cumulative:~~

~~_____ a. terminate this Agreement, effective immediately;~~

~~_____ b. commence an action for damages arising out of any such breach;~~

~~_____ c. withhold the payment of any money due Consultant until the default and breach of Consultant has been cured to the satisfaction of ECRM;~~

~~_____ d. pay or withhold from money due Consultant all sums due or allegedly due any person, firms or other entities to whom Consultant may be obligated where such obligations are attributable to any property of ECRM, when such obligations are, or might become, a lien upon such property; or~~

~~_____ e. pursue any other lawful remedy.~~

~~11.~~ **12. Notices.** All notices, approvals, consents and other such communications related specifically to the provisions of this Agreement shall be in writing and shall be delivered in person, by private express overnight delivery service (delivery charges prepaid), by certified or registered mail, return receipt requested, addressed as follows:

If to ECRMClient: EC Rancho Mirage Holdings, Limited PartnershipCity of Northport
c/o DMB Development LLC
7600 E. Doubletree Ranch Road, Suite 250PO Box 569
Scottsdale, Arizona 85258Northport, Alabama 35476
Attention: Mary AlexanderGlenda Webb, City Administrator
E mail: malexander@dmbdevelopment.com

With a copy to: EC Rancho Mirage Holdings, Limited Partnership
c/o Clarity Real Estate
1075 West Georgia Street, Suite 2010
Vancouver, British Columbia V6E 3C9
Attention: Greg Tylee
E mail: gtylee@cityofficereit.com

If to ConsultantCONSULTANT: VenuBLUE, LLCVenuVentures, LLC
4611 Mortensen Road, Suite 1111233 Nederland Avenue
Ames, Iowa 50014Nederland, TX 77627
Attention: John Richard D. Hughes, Attorney

Notices shall be deemed to be given or received on the date of actual receipt (or of attempted delivery) at the applicable address or at such other address as a party may direct from time to time, upon written notice to the other party at least ten (10) days prior to the proposed change of address.

~~12.13. **Press Releases**~~**Publicity.** ~~Except as required by law, Consultant will not, without the prior written consent of ECRM, issue any press release or make any other public statement or disclosure with respect to any property of ECRM or the Services; provided, however, that Consultant will provide notice to ECRM of any proceeding that would require such press release, public statement or disclosure so that we may seek a protective order, if appropriate. Consultant shall have the right to photograph, publicize and/or promote its relationship and services to the Project and to include representations of its design and planning of the Project among Consultant's promotional and professional materials and media channels.~~

~~13.14. **Entire Agreement; Amendments**~~**Addenda.** This Agreement, ~~together with the Addenda,~~ represents the entire agreement between ConsultantConsultant and ECRMClient and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both ECRMClient and ConsultantConsultant.

~~14.15. **Assignability.**~~ This Agreement may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by either party without the prior written consent of the non-assigning party, ~~such consent will not be unreasonably withheld and provided in a timely manner.~~ Notwithstanding the foregoing, this Agreement will be binding upon and inure to the benefit of the parties, their legal representatives, heirs, successors, assigns, agents, employees, affiliates, officers and directors.

~~15.16. **Severability.**~~ Any provision of this Agreement which is prohibited, unenforceable, or not authorized in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.

~~16.17. **Governing Law.**~~ This Agreement will be governed by, and construed in accordance with, the laws of the State of ~~California~~Alabama, and the parties agree to jurisdiction in such State.

~~17.18. **Legal Fees.**~~ In the event of any litigation concerning the rights or obligations of the parties to this Agreement, the prevailing party shall be entitled to recover reasonable expenses, including attorney fees.

~~18-19.~~ **Arbitration.** ~~Any dispute between Consultant and ECRM~~ The parties agree that any dispute arising from this Agreement may be resolved by arbitration pursuant to the rules of the American Arbitration Association.

~~19-20.~~ **Captions.** Any section titles or captions contained in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement.

~~20-21.~~ **Terms.** Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or entity may in the context require.

~~21-22.~~ **Counterparts.** This Agreement may be executed in one or more original, facsimile or electronic counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date first written above.

~~EC RANCHO MIRAGE HOLDINGS LIMITED PARTNERSHIP, a Delaware limited partnership~~ CLIENT::

City of Northport

By: ~~EC RANCHO MIRAGE HOLDINGS GENERAL PARTNER, LIMITED PARTNERSHIP, a Delaware limited partnership, its Sole General Partner~~

By: ~~EC RANCHO MIRAGE HOLDINGS GP CORP., a Delaware corporation, its Sole General Partner~~

By: _____

Name: _____

Its Title: _____

~~CONSULTANT~~CONSULTANT:

VenuVenturesBLUE, LLC, an ~~Iowa~~ Texas limited liability company

By: _____

Name: _____

Name: _____

_____Its: _____

Title: _____

ADDENDUM "_____" TO MASTER AGREEMENT FOR SERVICES

_____~~THIS ADDENDUM "_____" TO MASTER AGREEMENT FOR SERVICES ("Addendum") is made and entered into effective as of the _____ day of _____, 2019, by and between EC RANCHO MIRAGE HOLDINGS, LIMITED PARTNERSHIP, a Delaware limited partnership ("ECRM"), and VenuBLUE, LLC, an Iowa limited liability company (the "Consultant"), with respect to the Master Agreement for Services between ECRM and Consultant dated as of October 23, 2019 (the "Agreement").~~

_____~~Pursuant to Sections 1 and 2, respectively, of the Agreement, the Services and compensation for said Services are set forth in Schedule I attached hereto.~~

_____~~Unless otherwise defined herein, all capitalized terms used in this Addendum shall have the meanings set forth in the Agreement. This Addendum may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Except as supplemented by this Addendum, all provisions of the Agreement shall remain in full force and effect. In the event~~

of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date and year first above written.

_____ ECRM:

_____ EC RANCHO MIRAGE HOLDINGS LIMITED PARTNERSHIP, a Delaware limited partnership,

By: ~~EC RANCHO MIRAGE HOLDINGS GENERAL PARTNER, LIMITED PARTNERSHIP, a Delaware limited partnership, its~~
Sole General Partner

By: ~~EC RANCHO MIRAGE HOLDINGS GP CORP., a Delaware corporation, its Sole General Partner~~

_____ By: _____

_____ Name: _____

_____ Its: _____

_____ By: DO NOT SIGN _____

_____ Name: _____

_____ Its: _____

_____ CONSULTANT:

_____ VenuBLUE LLC, an Iowa limited liability company

_____ By: DO NOT SIGN _____

Name: _____

Its: _____

SCHEDULE I

TO ADDENDUM TO SERVICES AGREEMENT

1. ~~1. [Attach Consultant's Scope of Services/Proposal to this Schedule I and say (See Attached)]~~

~~or~~

~~[Describe the Scope of Services herein]~~

~~Note: Make sure the Scope of Services includes details regarding compensation/rates, a reference to the type of budget, if any, and performance deadlines.~~

~~Note: If ECRM approves out-of-pocket expenses as part of the compensation, out-of-pocket expenses will be limited to travel (coach class for flights under five (5) hours, otherwise, business class), lodging, long distance~~

telephone calls and other incidentals as set forth in this Addendum and shall be billed to ECRM at actual cost (without mark up).

DRAFT

ADDENDUM 1
TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS ADDENDUM 1 TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES (“**Addendum**”) is made and entered into effective as of the _____ day of _____, 2023, by and between the City of CLIENT, Alabama (“**Client**”), and VenuVentures, LLC, a Texas limited liability company (the “**Consultant**”), with respect to the Master Agreement for Professional Services between Client and Consultant dated as of _____, 2023 (the “**Agreement**”).

Pursuant to Sections 2 and 4, respectively, of the Agreement, the Consultant’s Services and Compensation for Services are set forth in Schedule “1” attached hereto.

Unless otherwise defined herein, all capitalized terms used in this Addendum shall have the meanings set forth in the Agreement. This Addendum may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Except as supplemented by this Addendum, all provisions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties have executed this Addendum 1 as of the date and year first above written.

CLIENT:

City of Northport
Authorized Agent/Signatory

By: _____

Name: _____

Title: _____

CONSULTANT:

VenuVentures LLC, an Texas limited liability company

By: _____

Name: _____

Title: _____

SCHEDULE 1

TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES ADDENDUM 1

SCOPE OF SERVICES TO BE PERFORMED

PROJECT NAME: Northport Beach

PROJECT #: XXXXXXXXX

SCOPE #: XXXXXXXXXXXXX

OVERVIEW

CLIENT is considering a new type of water-based entertainment attraction development on the Property. Preliminary conceptual plans envision a large central body of water operating as an entertainment and leisure public attraction surrounded by various commercial retail, dining, and other development uses and a hotel, including potential for-sale out parcels along the frontage road. Consultant understands the Client is looking for assistance in planning and refining the overall site layout and program for presentation and approval by City Council. Integral to the design should be the creation of a unique destination attraction and user experience that draws out-of-town visitors as well as provides specialty entertainment for residents.

Upon execution of this Addendum, Consultant will perform the following services:

1. **Conceptual Design.** Consultant shall use the base information (site survey + CAD files) provided by the Client to create a working base map of the subject Property demonstrating its opportunities and constraints as they relate to the project. Consultant will then refine a conceptual site plan, working in conjunction with its large water basin technology and aquatic engineering consultant, to incorporate optimal water feature shape, operational efficiency, and adjacent land use. The site plan will work to incorporate the Client's desired program components as they have been conveyed. The site plan shall identify buildings, spaces, and program elements on the site including entry/exit drives, parking, and primary program elements. Special attention will be given to the central water feature and related water activities to determine proper scale, layout, and function of these uses to maximize revenue potential.

A draft conceptual site plan will be share with the Client's representative for review and feedback prior to issuance of the conceptual site plan package.

Identified Site Plan Components:

- A. ~7-acre public water attraction with ~3-acre Caribbean-style water feature
- B. Entry/Exit drives
- C. Parking
- D. Hotel pad
- E. Commercial retail boardwalk / pads

Conveyed Water Attraction Program Components:

- F. Admission building with restrooms/changing area, retail, guest services, administrative offices, maintenance/storage buildings
- G. Restaurant/dining space; in-park concessions
- H. Outdoor live entertainment/yard games area
- I. Seating amenities - cabanas/daybeds, lounge chairs, hammocks, sun shelf, water benches
- J. Water feature with zero-entry sand beach zones
- K. Lazy river integrated into large water feature (~500 LF)
- L. Three (3) thrill slides – 1 person flume/drop style, 2-person tube style, 4 person/family raft style
- M. Wet play structure
- N. Swim-up bar

2. **Financial Proforma Modeling.** Upon review and feedback from the Client of the draft conceptual plan, Consultant will develop a preliminary financial proforma to include potential annual income and operating expenses of a stabilized operating year. This forecast is for illustrative purposes only based on the conceptual design program. Consultant recommends that a feasibility study and market analysis be conducted (this would be under a separate scope and fee) prior to finalizing Project schematic design in order to develop a more accurate Operating budget and financial forecast.
3. **Presentation Package.** Consultant will present a final conceptual package to Client. This package will include narrative, supporting visioning imagery, and additional design sketches or diagrams that elaborate on the conceptual plan and identify the character of guest experience throughout the public spaces. It will provide the framework for advancing the project into schematic design and ultimately issuance of construction drawings.

Deliverables:

The final deliverable for this Scope of Services will be site plan, design, and financial model materials to help determine the direction, style, guest experience, and income opportunity of the Project.

- A. Project narrative
 - B. Conceptual site plan
 - C. Design imagery / Visioning
 - D. Attraction site program and layout
 - E. Aquatic code review
 - F. Aquatic play feature performance selection, specs, and reference images
 - G. Base water feature bathymetry detail
 - H. Attraction program labelling with descriptors
 - I. Enlarged plans of specific zones within site map
 - J. Three (3) conceptual renderings to communicate design direction and style/feel of attraction
 - K. Preliminary financial proforma model to include projected attendance, expenses (incl. staffing, maintenance, utilities, advertising, etc) and revenues (incl. admission, F&B, amenities, activities, etc)
4. **Meetings.** Consultant will participate in virtual meetings with the Client as requested, upon availability, during delivery of the Services herein, and participate in up to two (2) in-person meeting at Client's selected location, subject to availability. All expenses incurred by Consultant for participation in meetings which require travel shall be considered reimbursable expenses at rate described under Professional Services Fees below.

Exclusions:

- A. Changes in Scope of Services deliverables.
- B. Services not specifically listed under Scope of Services.
- C. Parking studies.
- D. Traffic studies.
- E. Right-of-way plans.
- F. Market studies.
- G. Hotel and/or Residential housing studies.
- H. Landscape design.
- I. Schematic design.
- J. Construction drawings.
- K. Civil or Structural Engineering.
- L. Cost estimates / CAPEX.
- M. Operating budget.
- N. Permitting.
- O. Surveying.
- P. Wetlands identification.

PROFESSIONAL SERVICES FEES

1. Fee Schedule.

Service Description	Schedule (Week)	Fee	Invoicing	Payments
Pre-design research and review	1	\$5,500.00	35%	\$21,945
Program and concept design	1	\$24,600.00		
Financial Modeling	2	\$10,800.00		
Concept design review	2	\$1,200.00		
Final concept design and renders	3	\$14,900.00		
Presentation package	4	\$5,700.00	65%	\$40,755
Total Fees:		\$62,700		\$62,700

2. Reimbursable Expenses.

Expenses incurred by Consultant in the interest of the Project shall be reimbursable and billed at 1.1 times Consultant's direct costs. Reimbursable expenses shall include, but not be limited to, all shipping and mailing costs, travel, mileage, accommodation, meals, supplies, and printing.



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

AGENDA ITEM NO. 9.b.11.

MEETING DATE: May 1, 2023

SUBJECT: Resolution Authorizing the City Administrator to Enter Into an Agreement for Professional Engineering Services for the Lead Service Line Inventory Project

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The Utilities Department requests approval of a resolution authorizing the City Administrator to enter into an agreement with The Cassady Company, Inc., for Professional Engineering Services for the Lead Service Line Inventory Project. This project includes compliance inventory, lead service line replacement plan, and the lead and copper sampling plan update. This project has been submitted to the Alabama Department of Environmental Management (ADEM) for funding through the Drinking Water State Revolving Fund (DWSRF).

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. Amount: \$235,081.80

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to enter into an agreement with The Cassady Company, Inc. for professional engineering services for the the Lead Service Line Inventory Project.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE LEAD SERVICE
LINE INVENTORY PROJECT**

WHEREAS, the Utilities department is planning a project that includes compliance inventory for lead service lines, a lead service line replacement plan, and lead and copper sampling plan update.

WHEREAS, the department believes it is in the best interest of the City of Northport to enter into an agreement with The Cassady Company, Inc., for professional engineering services pertaining to the Lead Service Line Inventory Project; and

WHEREAS, this project has been submitted to the Alabama Department of Environmental Management (ADEM) for funding through the Drinking Water State Revolving Fund (DWSRF).

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

- 1) The City Administrator is hereby authorized to enter into an agreement with The Cassady Company, Inc., for professional engineering services for the Lead Service Line Inventory.
- 2) The City Administrator is hereby authorized to take all actions, execute all documents and approve all expenditures for the agreement.

RESOLVED AND DONE THIS _____ DAY OF _____, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: May 1, 2023
Motion By:
Second By:

**2023 Lead Service Line Inventory
ADEM DWSRF Loan Program
City of Northport, Alabama**

PRELIMINARY ENGINEERING REPORT

1.0 DESCRIPTION OF THE PROJECT

a. Brief Description and Background of Project

i. Project Description

The City of Northport is applying for a State Revolving Fund (SRF) loan for financial assistance to develop a Lead Service Line Inventory Database of service lines for its entire system, prepare a Lead Service Line Replacement Plan, and update its Lead and Copper Sampling Plan.

ii. Existing Water System

The City of Northport Water System utilizes an 8.1 million gallon per day (MGD) conventional water treatment plant supplied by Lake Tuscaloosa, has four active storage tanks with a total storage capacity of 5.9 million gallons, and consists of 356 miles of water mains to serve approximately 14,500 customers.

iii. System Interconnections

The Northport Water System has emergency-only connections to sell water to the Carroll's Creek and Coker Water Systems.

b. Purpose of the Project

For more than a century, lead was commonly used in plumbing fixtures, pipe joints, fittings, and in zinc coating for galvanized service lines. In more recent years, studies have begun to show the possible negative health effects of lead exposure ranging from physical and mental developmental delays in some babies and young children, to kidney disease, stroke, and cancer in adults. The Environmental Protection Agency says approximately 10% to 20% of our exposure to lead comes from contaminated water and that it is possible for babies to get between 40% and 60% of their exposure to lead by drinking formula mixed with contaminated water. Since lead "bio-

accumulates" in the body, which means it stays and builds up over time, ongoing exposure, even at extremely low levels, can become toxic.

As a result of these findings, government and industry have taken steps to limit the use of lead in manufactured products that come in contact with drinking water. In 1986, NSF/ANSI Standard 61 was adopted and set performance standards to limit the potential health effects of drinking water system components. On January 4, 2011, Senate Bill 3874, *Reduction of Lead in Drinking Water Act*, became Public Law No. 111-380, and the new 'lead free requirement' became effective nationwide on January 4, 2014. On January 15, 2021, the Lead and Copper Rule Revisions (LCRR) were published in the Federal Register with an effective date of December 16, 2021, and an established compliance date of January 16, 2024. However, EPA is delaying the compliance date established in the LCRR to October 16, 2024.

LCRR requires all systems to develop a Lead Service Line (LSL) Inventory and a Lead Service Line Replacement (LSLR) Plan for all known or possible LSLs. In addition, there are revisions to the Action Level, Trigger Level, Sampling Procedures, and Public Outreach that will require revisions to the Lead and Copper Sampling Plan. ***Currently, the City of Northport has not yet completed an LSL Inventory.***

The City of Northport is applying for a State Revolving Fund (SRF) loan for financial assistance for a LSL Inventory of service lines for the entire system, a LSLR Plan for eventual replacement of lead service lines (from the main to the building inlet) as determined by the LSL Inventory, and an update to the Lead and Copper Sampling Plan.

c. Location of the Project

The Northport Water System service area encompasses the Northport City Limits located in Tuscaloosa County. Portions of the Northport water service area are located within environmental justice areas. A Water System Service Area Map and environmental justice maps are included in Appendix A.

d. **Project Scope**

Prepare a LSL Inventory for the entire system, a LSLR Plan, and update the Lead and Copper Sampling Plan for compliance with the LCRR by the established date of January 16, 2024 as follows:

i. Develop Inventory Database

- Import and manipulate water customer files as provided by Northport to create a service line inventory database
- Sort water system based on age by reviewing Plats, Deeds, and/or As-Built Drawings to identify "non-lead" services
- Identify portions of the water system that require a field service line audit
- Service Line Audit to determine material for identified areas (contracted by others)
- Develop a Database of Service Lines noting differences, if any, between the Public Side and Private Side. Any unknown material will be listed as such in the database.
- Database will at a minimum have: customer name, account number, address, material and size, note any known gooseneck and/or pigtail connections. All schools and daycares (as recognized by DHR) shall be noted.

ii. Prepare a Lead Service Line Replacement Plan

- Exploratory excavation (contracted by others) as required to confirm unknown LSLs
- Preparation of a replacement plan for all known LSLs and any unknowns not confirmed.

iii. Revise Lead and Copper Sampling Plan

- The sampling plan will be revised to comply with new sample collection procedures (fifth-liter sample for LSLs), sampling tiers, monitoring frequency, and sampling location requirements.
- Prepare and include public outreach materials for required notifications and reporting to all customers and when required to specific LSL consumers.

City of Northport

Lead and Copper Rule Revisions

**Compliance Inventory, Lead Service Line Replacement Plan, and
Lead and Copper Sampling Plan Update**

Engineering Services Proposal

Cassady Project No. 20-140

January 10, 2023

The Lead and Copper Rule Revisions (LCRR) were published in the Federal Register on January 15, 2021. The effective date is December 16, 2021 with an established compliance date of January 16, 2024. However, EPA is delaying the compliance date established in the LCRR to October 16, 2024. LCRR requires all systems to develop a Lead Service Line (LSL) Inventory and a Lead Service Line Replacement (LSLR) Plan for all known or possible LSLs. In addition, there are revisions to the Action Level, Trigger Level, Sampling Procedures and Public Outreach that will require revisions to the Lead and Copper Sampling Plan.

Scope of Work

1. Develop Inventory Database

- Import and manipulate water customer files as provided by Northport to create a service line inventory database
- Sort water system based on age by reviewing Plats, Deeds, and/or Asbuilt Drawings to identify "non-lead" services
- Identify portions of the water system that require a field service line audit
- Service Line Audit to determine material for identified areas (contracted by others)
- Develop a Database of Service Lines noting differences, if any, between the Public Side and Private Side. Any unknown material will be listed as such in the database.
- Database will at a minimum have: customer name, account number, address, material and size, note any known gooseneck and/or pigtail connections. All schools and daycares (as recognized by DHR) shall be noted.

2. Prepare a Lead Service Line Replacement Plan

- Exploratory excavation (Contracted by others) as required to confirm unknown LSLs
- Preparation of a replacement plan for all known LSLs and any unknowns not

3. Revise Lead and Copper Sampling Plan

- The sampling plan will be revised to comply with new sample collection procedures (fifth-liter sample for LSLs), sampling tiers, monitoring frequency, and sampling location requirements.
- Prepare and include public outreach materials for required notifications and reporting to all customers and when required to specific LSL consumers.

City of Northport

Lead and Copper Rule Revisions

Compliance Inventory, Lead Service Line Replacement Plan, and
Lead and Copper Sampling Plan Update

Engineering Services Proposal

Cassady Project No. 20-140

January 10, 2023

<u>Compensation</u>	<u>Rate</u>	<u>Hours</u>	<u>Cost</u>
1. Develop Inventory Database			
Principal	\$ 200.00	8.0	\$ 1,600.00
Project Manager	\$ 165.00	60.0	\$ 9,900.00
Professional Engineer	\$ 150.00	40.0	\$ 6,000.00
Engineering Tech I	\$ 75.00	24.0	\$ 1,800.00
Clerical/Notary	\$ 95.00	40.0	\$ 3,800.00
<i>Audit (inside meter)</i>	\$ 12.00	5000.0	\$ 60,000.00
<i>Audit (dig to confirm)</i>	\$ 33.00	2500.0	\$ 82,500.00
Mileage	\$ 0.585	400.0	\$ 234.00
			Subtotal \$ 165,834.00
2. Prepare Lead Service Line Replacement Plan			
Principal	\$ 200.00	4.0	\$ 800.00
Project Manager	\$ 165.00	40.0	\$ 6,600.00
Professional Engineer I	\$ 150.00	40.0	\$ 6,000.00
Clerical/Notary	\$ 95.00	8.0	\$ 760.00
Mileage	\$ 0.585	400.0	\$ 234.00
			Subtotal \$ 14,394.00
3. Revise Lead and Copper Sampling Plan			
Project Manager	\$ 165.00	16.0	\$ 2,640.00
Professional Engineer I	\$ 150.00	20.0	\$ 3,000.00
Staff Engineer II	\$ 95.00	2.0	\$ 190.00
Clerical/Notary	\$ 95.00	4.0	\$ 380.00
			Subtotal \$ 6,210.00
			SUBTOTAL ESTIMATED CONTRACT FEE \$ 186,438.00
			PROJECT CONTINGENCY 10% \$ 18,643.80
			TOTAL ESTIMATED CONTRACT FEE \$ 205,081.80
			SRF GRANT ADMINISTRATION \$ 30,000.00
			<u>TOTAL ESTIMATED PROJECT COST \$ 235,081.80</u>

Schedule to Complete Work from Notice to Proceed:

- Develop Inventory = 6 months
- Prepare Lead Service Line Replacement Plan = 4 months
- Revise Lead and Copper Sampling Plan = 2 months

**City of Northport
Lead and Copper Rule Revisions
Compliance Inventory**

Scope of Work for Service Line Audit

1. Service Line Audit to be provided by a subconsultant
(Proposal included herein from Consolidated Pipe and Supply, Inc.)
2. Provide utility with a service line identification audit.
 - Pit Set – Inlet and Outlet side of meter box
 - Photos and line type inside meter box
 - Pothole – dig up Inlet and/or Outlet side of meter box as needed for identification. Proposal estimates that this will be required on 25% of meters
3. Provide utility with searchable, sortable inventory of service line type
 - Types identified – with photos
 - Lead –visual and/or scratch test
 - Galvanized requiring replacement
 - Non-lead
 - Lead status unknown
4. Provide standard GPS coordinates
5. Provide interactive map of every customer
6. Provide Scope of Work and Project Development for future line replacement based on survey findings



1812 CULVER RD
TUSCALOOSA,AL 35401
205-722-0021

JOB NAME: SERIVE LINE AUDIT

LOCATION: CITY OF NORTHPORT, AL

BID DATE:
ENGINEER:
PHONE:

[illegible]



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

AGENDA ITEM NO. 9.b.12.

MEETING DATE: May 1, 2023

SUBJECT: Resolution Authorizing Issuance of RFP for Property

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Whitney DuBose

Approved By: Glenda Webb

Summary:

Recommendation:

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

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



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: May 1, 2023

SUBJECT: Minutes, Regular Council Meeting, April 17, 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 17, 2023, Council meeting.



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

AGENDA ITEM NO. 9.c.2.
MEETING DATE: May 1, 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.



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: May 1, 2023

**SUBJECT: PO Requisition - Engineers Professional Liability Insurance Renewal, USI,
\$10,806.00 - Legal**

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

This is for additional liability insurance coverage for the City of Northport Engineers and Building Inspectors. Due to recent Alabama Supreme Court cases, there could be a \$100,000 limit on professional liability for certain City employees. This will provide extra coverage for the Engineers and Building Inspectors during these instances. The department is respectfully requesting approval for the payment in the amount of \$10,806.00. Other municipalities provide similar coverage for their Engineers and Building Inspectors.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-15-000-50350 Amount: \$10,806.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$10,806.00 to USI Insurance Services, LLC, Alabama.

----- INVOICE -----

Invoice Date	04/18/23
Invoice No.	4569418
Bill-To Code	CITYNOR2
Client Code	CITYNOR2
Inv Order No.	321*7196309

Amount Remitted: \$
Pay via Credit Card or EFT Draft: usi.com/paymybill

Effective Date	Policy Period	Coverage Description	Transaction Amount
05/04/23	05/04/23 to 05/04/24	QBE Insurance Corporation Policy No. ANE4669302 *Renewal - Professional Liab - Other ENGINEERS PROFESSIONAL LIABILITY RENEWAL Invoice Number: 4569418 Amount Due:	10,806.00 10,806.00

FRAUD PREVENTION NOTICE: USI will never provide unsolicited payment instructions. You should only change payment instructions if confirmed by calling your USI Account Manager or contacting your local USI office.

JDPHE Page: 1

ORIGINAL INVOICE



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: May 1, 2023

SUBJECT: PO Requisition, Meal and Travel Reimbursement, Keith Carpenter, \$263.71

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 and travel reimbursement for Assistant Chief Keith Carpenter. Expenses occurred during the Motorola Summit Conference in Orland, FL April 10 - 14, 2023.

Recommendation:

That this request be passed.

Funding Source/GL Code:

GL Code No. 01-33-000-50422, 01-33-000-50420 Amount: \$172.67, \$91.04

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$263.71.

508

BUY ONE GET ONE FREE QUARTER POUNDER
W/CHEESE OR EGG McMUFFIN

Go to www.mcdvoice.com within 7 days
and tell us about your visit.

Validation Code: _____

Expires 30 days after receipt date.
Valid at participating US McDonald's.

Survey Code:

38466-05080-41423-05039-00095-8

McDonald's Restaurant #38466
ORLANDO AIRPORT AIRSIDE 2
ORLANDO, FL 32827
TEL# 407 825 7333

KS# 5 04/14/2023 05:03 AM
Side2 Order 08

1 Sau Egg McMuff MI-Hp 8.69
1 M Premium Roast 0.30

<Drink Upcharge>

Subtotal 8.99

Tax 0.59

Take-Out Total 9.58

Cashless # 9.58

Change ~~0.00~~

MER# 217774

CARD ISSUER

ACCOUNT#

Dscr SALE

*****7262

TRANSACTION AMOUNT

9.58

CHIP READ

AUTHORIZATION CODE - 014128

SEQ# 303205

AID: A0000001523010

CALL OUR CORPORATE OFFICE

(407) 428-0961

EMAIL:

mcdcorporatefeedback

milchristenterprises.us

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ext FL784 to 38000

Have A Nice Day!

FARM AIR market

FarmAir's Market, Bar & Bites
Orlando International Airport

Order# 10474292

Call Number# 80

Station# POS8

To Go Order

Server: Jacqueline R

Date: 4/14/23, 6:13 AM

FOGO 12oz COFFEE \$2.99

Total Item Count: 1

Subtotal: \$2.99

Total Tax: \$0.19

Total: \$3.18

Customer Paid Cash: \$4.00

Customer Change: \$0.82

Suggested Gratuity

%	Tip	Total
8.00% of sale:	\$0.54 =	\$3.72
10.00% of sale:	\$0.60 =	\$3.78
12.00% of sale:	\$0.66 =	\$3.84

GRATUITY NOT INCLUDED

Please feel free to contact us at:

Gate 103 Phone 407-825-6695

Gate 123 Phone 407-825-6694

Honey

& & & 408 & & &
Orlando World Center Marriott
**** High Velocity ****

237434 JUAN

CHK 2781 TBL 1/1
GST 4
10 Apr '23 4:37 PM

1 SMOKEHOUSE BURGER 18.00

SUBTOTAL \$18.00
TAX \$1.17

5:15 PM

TOTAL DUE \$19.17

GRATUITY 4.00

TOTAL 23.17

ROOM NUMBER _____

PRINT NAME _____

SIGNATURE [Signature]

For your convenience we are
providing the following
gratuity calculations:

22% is \$3.96
20% is \$3.60
18% is \$3.24

18% GRATUITY INCLUDED FOR PARTIES OF 6
OR MORE

& & & 406 & & &
Orlando World Center Marriott
**** Mikados****

19407 RAMON

CHK 5822 TBL 8/2
11 Apr '23 5:27 PM

1 SHRMP/CHIKN 37.00
FRIED RICE

SUBTOTAL \$37.00
TAX \$2.41

5:59 PM

TOTAL DUE \$39.41

GRATUITY 8.00

TOTAL 47.41

ROOM NUMBER _____

PRINT NAME _____

SIGNATURE _____

For your convenience we are
providing the following
gratuity calculations:

22% is \$8.14
20% is \$7.40
18% is \$6.66

18% GRATUITY INCLUDED FOR PARTIES OF 6
OR MORE



BURGER KING #30297
BIRMINGHAM AIRPORT

473103 Jamia

CHK 2384

APR10'23 8:09AM

1 C CRS EC SAU M 6.99
C HASH BROWN M
C SODA FTM M 0.88

SUBTOTAL 7.87

TAX 0.79

AMOUNT PAID 8.66

AT01009B XXX7262

DISCOVER CC 8.66

--473103 Closed APR10 08:10AM--

We value your feedback!
Scan the QR code below to share
your experience!



<https://www.hmshost.com/contact>

STOREID: BHMBKG01

Your order number is: **2384**

STACEY, TAMMI + KEITH
Hungry Crab

12204 S Apopka Vineland Rd
Orlando, FL 32836
(407) 553-5888

Dine-In #46

04/10/2023 04:00 27 PM

Placed By Mark 3

Table #A4

Server: Mark 3

1 Beverage	2.75
1 Fried Shrimp Basket(8)	13.95
French Fries	
1 Fried Shrimp Basket(8)	13.95
French Fries	
1 Fried Shrimp Basket(8)	13.95
French Fries	

Subtotal: 47.50

Tax:(6.5%) 2.90

Total: 47.50

10.00

SUGGESTED TIPS: 57.50

18.0% = \$8.55

20.0% = \$9.50

22.0% = \$10.45

Thank You!

ENTER TIME: 06:59

EXIT TIME: 08:52

PARK-DUR.: HRS:MIN
4:01:53

AMOUNT: \$ 50.00

KIND OF PAYMENT:
DISCOVER

XXXXXXXXXXXX7262
XXXXX 201

THANK YOU!



J KEITH CARPENTER, DUSTI L CARPENTER
Acct. Ending 7262
123 FOX RIDGE DR, GORDO, AL, 35466-4344
(205)364-0712

MEAL ITALIAN REST

Transaction Details

Trans. Date	Description	Amount	Category
04/11/23	ORLANDO WORLD CENTER MAR ORLANDO FL	<u>\$ 23.17</u>	Travel/ Entertainment

MARRIOTT ORLANDO WC F&

8701 WORLD CTR DR, FL 32821

Post Date Tuesday, April 11, 2023
Transaction Date Tuesday, April 11, 2023
Merchant Category MARRIOTT HOTELS
Purchase Method RADIO FREQUENCY IDENTIFICATION
Buyer Name J KEITH CARPENTER



J KEITH CARPENTER, DUSTI L CARPENTER
Acct. Ending 7262
123 FOX RIDGE DR, GORDO, AL, 35466-4344
(205)364-0712

Transaction Details

Trans. Date	Description	Amount	Category
04/10/23	UBER TRIP 866-576-1039 CA	\$ 3.00	Travel/ Entertainment
	UBER *TRIP		
	--, CA 94105		
	866-576-1039		
	Post Date	Monday, April 10, 2023	
	Transaction Date	Monday, April 10, 2023	
	Merchant Category	TAXICABS/LIMOUSINES	
	Purchase Method	ONLINE	
	Point Of Sale Zip Code	94105	
	Phone Number	8665761039	
	Merchant Url Text	HELP.UBER.COM	

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J KEITH CARPENTER, DUSTI L CARPENTER
Acct. Ending 7262
123 FOX RIDGE DR, GORDO, AL, 35466-4344
(205)364-0712

Transaction Details

Trans. Date	Description	Amount	Category
04/10/23	UBER TRIP 866-576-1039 CA	<u>\$ 3.00</u>	Travel/ Entertainment
	UBER *TRIP		
	--, CA 94105		
	866-576-1039		
Post Date	Monday, April 10, 2023		
Transaction Date	Monday, April 10, 2023		
Merchant Category	TAXICABS/LIMOUSINES		
Purchase Method	ONLINE		
Point Of Sale Zip Code	94105		
Phone Number	8665761039		
Merchant Url Text	HELP.UBER.COM		

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J KEITH CARPENTER, DUSTI L CARPENTER
Acct. Ending 7262
123 FOX RIDGE DR, GORDO, AL, 35466-4344
(205)364-0712

Transaction Details

Trans. Date	Description	Amount	Category
04/10/23	UBER TRIP 866-576-1039 CA	<u>\$ 10.91</u>	Travel/ Entertainment

UBR* PENDING.UBER.COM

--, CA 94105

866-576-1039

Post Date Monday, April 10, 2023

Transaction Date Monday, April 10, 2023

Merchant Category TAXICABS/LIMOUSINES

Purchase Method ONLINE

Point Of Sale Zip Code 94105

Phone Number 8665761039

Merchant Url Text HELP.UBER.COM



J KEITH CARPENTER, DUSTI L CARPENTER
Acct. Ending 7262
123 FOX RIDGE DR, GORDO, AL, 35466-4344
(205)364-0712

Transaction Details

Trans. Date	Description	Amount	Category
04/10/23	UBER TRIP 866-576-1039 CA	<u>\$ 16.19</u>	Travel/ Entertainment

UBR* PENDING.UBER.COM

--, CA 94105

866-576-1039

Post Date Monday, April 10, 2023

Transaction Date Monday, April 10, 2023

Merchant Category TAXICABS/LIMOUSINES

Purchase Method ONLINE

Point Of Sale Zip Code 94105

Phone Number 8665761039

Merchant Url Text HELP.UBER.COM



J KEITH CARPENTER, DUSTI L CARPENTER
Acct. Ending 7262
123 FOX RIDGE DR, GORDO, AL, 35466-4344
(205)364-0712

Transaction Details

Trans. Date	Description	Amount	Category
04/14/23	LYFT *RIDE FRI 2AM 8552800278 CA	<u>\$ 7.94</u>	Travel/ Entertainment

LYFT *TEMP AUTH HOLD

548 MARKET ST. STE 685, CA 94104

(855) 280 - 0278

Post Date Friday, April 14, 2023

Transaction Date Friday, April 14, 2023

Merchant Category TAXICABS/LIMOUSINES

Purchase Method CARD INFORMATION STORED ON FILE

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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: May 1, 2023

SUBJECT: PO Requisition, Meal Reimbursement, Haley Abbett, \$80.45

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 Haley Abbett. Expenses occurred during the Motorola Summit Conference April 10 - 14, 2023 in Orlando, FL.

Recommendation:

That this request be passed.

Funding Source/GL Code:

GL Code No. 01-33-000-50422 Amount: \$80.45

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$80.45.

& & & 407 & & &
Orlando World Center Marriott
*CENTRAL PANTRY**
243738 DAMIAN

CHK 4528 GST 1
11 Apr'23 9:22 PM

1 **FROZ YOGURT 8oz 5.50
SUBTOTAL \$5.50
TAX \$0.36
PAYMENT \$5.86
Change Due \$0.00
ROOM/ACCT CHG \$5.86
1A041284R10117

----- Check Closed -----
11 Apr'23 9:22 PM

PLEASE COMPLETE FOR ROOM CHARGES

GRATUITY _____

TOTAL _____

ROOM NUMBER _____

PRINT LAST NAME _____

SIGNATURE _____

& & & 407 & & &
Central Pantry
& & & XXX & & &
Orlando, Florida 32821

Check No : 4837
Table No : 0
Server : 240664 MARIA KARLA
Name on Card: ABBETT/HALEY SMITH
Acct Num : XXXXXXXXXXXX9924
Expiry Date : **/**
Card Type : MasterCard
Trans Type : Authorize
Trans Date : 4/13/2023
Trans Time : 4:13 PM
Entry Mode : Chip
Auth Code : 054845
Resp Code : 00
Mode : Issuer
App Label : DEBIT MASTERCARD
AID : A0000000041010
ARC : 00
TVR : 8000008000
TSI : 6800
IAD : 01106010012200000000000000

00 Approved - Thank You 000

Subtotal : USD\$ 7.99

Gratuity : _____

Total : _____

X _____

Signature

I Agree to pay total amount as
per the Card Issuer Agreement.
Customer Copy

1 407-239-4200

& & 404 & &
Orlando World Center Marriott
**** Siro ****

185653 SAMUEL

CHK 5656 TBL 907/1
GST 3

12 Apr '23 5:09 PM

1 FUNGI PIZZA 19.00

SUBTOTAL \$19.00

TAX \$1.24

5:53 PM

TOTAL DUE \$20.24

GRATUITY:

5.00

TOTAL

25.24

CASH TENDER

PRINT NAME

SIGNATURE

For your convenience we are
providing the following
gratuity calculations:

22% is \$4.18

20% is \$3.80

18% is \$3.42

18% GRATUITY INCLUDED FOR PARTIES OF 6
OR MORE

OPERATED BY



STARBUCKS C #22706
BIRMINGHAM-SHUTTLESWORTH AIRPORT
15495 EMILY

WS#: 1

CHK 33817

4/10/2023 7:45 AM

To Go

1 GR IC TST V OAT E 6.50

BLONDE ESPRESSO

TRIPLE

TSTD V SYRP

OATMILK

Subtotal \$6.50

Tax \$0.65

Payment \$7.15

Change Due \$0.00

MasterCard \$7.15

XXXXXXXXXXXX9924

Check Closed

4/10/2023 7:45 AM

We value your feedback!
Scan the QR code below to share
your experience.



<https://hmshost.com/contact/>

STOREID: BHMSTA06



SBARRO
ORLANDO INTERNATIONAL AIRPORT

463299 Chemalie

CHK 3937 GST 1
APR14'23 11:58AM

1 SODA BTL D COKE	3.99
Btl Dt Coke 20oz PET	
1 PIZ MUSHROOM S	6.89
1 PIZ CHEESE S	5.69

SUBTOTAL 16.57

TAX 1.08

AMOUNT PAID 17.65

AT039568 XXX9924

MSTRCD CC 17.65

--463299 Closed APR14 11:59AM--

We value your feedback!
Scan the QR code below to share
your experience!



<https://www.hmshost.com/contact>

STOREID: MCOSBA01

Your order number is: 3937



STARBUCKS AIRSIDE 2 #70305
ORLANDO AIRPORT

675 MAHESHKU

WS#: 2

CHK 62916
4/14/2023 2:15 PM

To Go

1 VT ICD CARML MACCH	6.85
TRIPLE	
VANILLA	
CARAMEL DRIZZLE	

Subtotal \$6.85

Tax \$0.45

Payment \$7.30

Change Due \$0.00

MasterCard \$7.30

XXXXXXXXXXXX9924

----- Check Closed -----
4/14/2023 2:16 PM

We value your feedback!
Scan the QR code below to share
your experience.



<https://hmshost.com/contact/>
STOREID: MCOSTA09

& & & 407 & & &
Central Pantry
& & & XXX & & &
Orlando, Florida 32821

Check No : 4918
Table No : 0
Server : 225835 ANDREW
Name on Card: ABBETT/HALEY SMITH
Acct Num : XXXXXXXXXXXX9924
Expiry Date : **/**
Card Type : MasterCard
Trans Type : Authorize
Trans Date : 4/14/2023
Trans Time : 7:10 AM
Entry Mode : Chip
Auth Code : 022220
Resp Code : 00
Mode : Issuer
App Label : DEBIT MASTERCARD
AID : A0000000041010
ARC : 00
TVR : 8000008000
TSI : 6800
IAD : 01106010012200000000000000

00 Approved - Thank You 000

Subtotal : USD\$ 9.26

Gratuity : _____

Total : _____

X _____

Signature

I Agree to pay total amount as
per the Card Issuer Agreement.

Customer Copy

1 407-239-4200



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: May 1, 2023

SUBJECT: PO Requisition, Meal Reimbursement, Stacey Simerly, \$16.80

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 Stacey Simerly. Expenses occurred during the Motorola Summit Conference April 10-14, 2023 in Orlando, FL.

Recommendation:

That this request be passed.

Funding Source/GL Code:

GL Code No. 01-33-000-50422 Amount: \$16.80

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$16.80.

Stacey



FIREHOUSE SUB
ORLANDO INTERNATIONAL AIRPORT

416809 Yulissa

CHK 100 GST 1
APR14'23 12:08PM

stacey
1 GUEST NAME 0.00
1 SUB HOOK & LDR M 9.99
WHEAT
XTR MAYO M
1 CHIPS 1.99
1 LG SODA FTN L 3.79

SUBTOTAL 15.77
TAX 1.03

AMOUNT PAID 16.80

AT062069 XXX5908

VISA CC 16.80

--416809 Closed APR14 12:09PM---

We value your feedback!
Scan the QR code below to share
your experience!



<https://www.hmshost.com/contact>

STOREID: MCOFHS01

Your order number is: 100



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: May 1, 2023

SUBJECT: City of Northport Waterpark Invoice, \$9,708.00 - TTL, Inc.

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting payment for Invoice number 2121917 in the amount of \$9,708.00 submitted by TTL, Inc. for the waterpark.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54003 Amount: \$ 9,708.00

Motion for Consideration:

I move that the City Council authorize payment in the amount of \$9,708.00 to TTL, Inc. for the waterpark.

INVOICE

February 14, 2023
 Invoice No: 2121917

Terms: Due Upon Receipt

Bill to:

Mike Friscia
 ProParks Attractions Group
 420 S Orange Avenue
 Suite 270
 Orlando, FL 32801

Remit Payment to:

TTL, Inc.
 P.O. Drawer 1128
 Tuscaloosa, AL 35403
 Attn: Accounts Receivable

Email To: mike.friscia@proparksgroup.com

TTL Project No. 000220104473.00 ProParks - City of Northport Waterpark

For professional services rendered from January 1, 2023 to January 31, 2023.

Surveying Services

\$23,300.00 NTE

	Hours	Rate	Total Amount
Project Manager V	14.50	172.00	2,494.00

Surveying Services Subtotal **\$2,494.00**

	Current Period	Prior Invoices	Project to Date
Billings to Date	\$2,494.00	0.00	\$2,494.00

Geotechnical Services

\$12,700.00 NTE

	Hours	Rate	Total Amount
Project Technician IV	12.00	62.00	744.00
Project Professional I	7.50	124.00	930.00
Totals	19.50		1,674.00

Unit Billing

Soil Auger Boring (Truck Rig)	252.0 feet @ 14.00	3,528.00
Standard Penetration Test - 0' - 40'	108.0 each @ 14.00	1,512.00
Mobilization	1.0 lump sum @ 500.00	500.00

Total Units **\$5,540.00** **\$5,540.00**

Geotechnical Services Subtotal **\$7,214.00**

	Current Period	Prior Invoices	Project to Date
Billings to Date	\$7,214.00	0.00	\$7,214.00

Project	000220104473.00	ProParks - City of Northport Waterpark	Invoice	2121917
Total Amount Due this Invoice:				\$9,708.00

Approved by: . . .

Franklin Summers



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: May 1, 2023

SUBJECT: City of Northport Waterpark Invoice, \$11,949.25 - TTL, Inc.

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting payment for Invoice number 2122560 in the amount of \$11,949.25 to TTL, Inc. for the waterpark.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54003 Amount: \$ 11,949.25

Motion for Consideration:

I move that the City Council authorize payment of \$11,949.25 to TTL, Inc. for the waterpark.

INVOICE

March 13, 2023
Invoice No: 2122560

Terms: Due Upon Receipt

Bill to:

Mike Friscia
ProParks Attractions Group
420 S Orange Avenue
Suite 270
Orlando, FL 32801

Remit Payment to:

TTL, Inc.
P.O. Drawer 1128
Tuscaloosa, AL 35403
Attn: Accounts Receivable

Email To: mike.friscia@proparksgroup.com

TTL Project No. 000220104473.00 ProParks - City of Northport Waterpark

For professional services rendered from February 1, 2023 to February 28, 2023.

Surveying Services

\$23,300.00 NTE

	Hours	Rate	Total Amount
Project Technician IV	17.00	62.00	1,054.00
Project Technician V	23.50	67.00	1,574.50
Senior Project Technician II	23.50	86.00	2,021.00
Project Professional I	16.00	124.00	1,984.00
Project Professional II	10.50	135.00	1,417.50
Project Manager V	15.50	172.00	2,666.00
Totals	106.00		10,717.00

Surveying Services Subtotal **\$10,717.00**

	Current Period	Prior Invoices	Project to Date
Billings to Date	\$10,717.00	\$2,494.00	\$13,211.00

Geotechnical Services

\$12,700.00 NTE

	Hours	Rate	Total Amount
Project Professional I	2.00	124.00	248.00
Project Professional II	.25	135.00	33.75
Project Professional V	1.50	167.00	250.50
Senior Project Manager I	3.50	200.00	700.00
Totals	7.25		1,232.25

Geotechnical Services Subtotal **\$1,232.25**

	Current Period	Prior Invoices	Project to Date
Billings to Date	\$1,232.25	\$7,214.00	\$8,446.25

Project	000220104473.00	ProParks - City of Northport Waterpark	Invoice	2122560
Total Amount Due this Invoice:				\$11,949.25

Approved by: _____

Franklin Summers



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

AGENDA ITEM NO. 9.c.9.

MEETING DATE: May 1, 2023

SUBJECT: PO Requisition - Installation of new Trane 25 ton A/C unit at City Hall - \$36,430.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Glenda Webb

Summary:

The requisition to Southern Heating & Cooling, LLC in the amount of \$36,430.00 is for the installation of a Trane 25 ton 208/230 3phase gas pack unit. This price includes crane, materials, labor, 1 year labor warranty, 1 year parts warranty and 5 year compressor warranty.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-15-000-50383 - Facilities Repair Amount: \$36,430.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$36,430.00 to Southern Heating & Cooling, LLC.

Southern Heating & Cooling, LLC
PO Box 682
Gordo, AL 35466



Phone: (205) 364-6113
accounts@southernheatingllc.com
southernheatingllc.com

Bill to
MICAH EASTERLYNN

Ship to
MICAH EASTERLYNN
NORTHPORT CITY HALL

Quote #: q4807

Quote Expiration Date: 4/19/2023

Transaction Date: 3/20/2023

Item	Description	Quantity	Price	Amount
NEW UNIT(SERVICE)	OPTION #1: Installation of Trane 25 ton 208/230 3phase gas pack Installation of roof curb Price includes crane Price includes all material and labor 1 year labor warranty 1 year parts warranty 5 year compressor warranty * LEAD TIME: 26 WEEKS	1	\$36,430.00	\$36,430.00
NEW UNIT(SERVICE)	OPTION #2: Installation of York 25 ton 208/230 3phase gas pack This system includes all original specifications and is equivalent to existing roof top unit Installation of roof curb Price includes crane Price includes all material and labor 1 year labor warranty 1 year parts warranty 5 year compressor warranty *LEAD TIME: 40-48 WEEKS	1	\$39,875.00	\$39,875.00



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

AGENDA ITEM NO. 9.c.10.

MEETING DATE: May 1, 2023

SUBJECT: PO Requisition - T-Shirts and Hoodies, Cinta's, \$5,641.75

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Cinta's, in the amount of \$5,641.75, is for t-shirts and hoodies for the employees that are purchased annually.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-510-50289 Amount: \$5,641.75

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,641.75 to Cinta's.

CITY OF NORTHPORT, ALABAMA
REQUISITION FOR GOODS AND SERVICES

DEPT./DIVISION Utilities

Date: 4/19/2023

REQUISITIONER: Patrick Davis

<u>Qty</u>	<u>Items</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Suggested Account Number</u>
38	Large short sleeve shirts	\$14.99	\$569.62	50-39-510-50289
60	XL short sleeve shirts	\$14.99	\$899.40	50-39-50289
50	2XL short sleeve shirts	\$16.99	\$849.50	
45	3XL short sleeve shirts	\$16.99	\$764.55	
17	4XL short sleeve shirts	\$16.99	\$288.83	
10	5XL short sleeve shirts	\$16.99	\$169.90	
			\$0.00	
15	Large long/sleeve shirts	\$16.50	\$247.50	
20	XL long/sleeve shirts	\$16.50	\$330.00	
3	2XL long/sleeve shirts	\$18.50	\$55.50	
15	3XL long/sleeve shirts	\$18.50	\$277.50	
2	4XL long/sleeve shirts	\$18.50	\$37.00	
			\$0.00	
4	Large Pull Over Hoodies	\$22.90	\$91.60	
2	XL Pull Over Hoodies	\$22.90	\$45.80	
2	3XL Pull Over Hoodies	\$28.44	\$56.88	
1	4XL Pull Over Hoodies	\$28.44	\$28.44	
			\$0.00	
5	Large Zip Up Hoodies	\$29.99	\$149.95	
10	XL Zip Up Hoodies	\$29.99	\$299.90	
5	2XL Zip Up Hoodies	\$39.99	\$199.95	
5	3XL Zip Up Hoodies	\$39.99	\$199.95	
2	4XL Zip Up Hoodies	\$39.99	\$79.98	
TOTAL			\$5,641.75	

Request P.O. to:
Cintas

Superintendent Approval

Business License Required?

Assistant Director Approval

Cynthia Davis 4/19/23

COMMENTS (Requisitioner or Department Head):

DEPARTMENT HEAD (Signature)

COMMENTS:



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

AGENDA ITEM NO. 9.c.11.

MEETING DATE: May 1, 2023

SUBJECT: PO Requisition - Loblolly Pine Saplings for Hasson Park - \$6300.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Glenda Webb

Summary:

The requisition to Hudco Landscape and Irrigation in the amount of \$6300.00 is for loblolly pine saplings, pine straw rolls and labor to plant at Hasson Park in late October/early November 2023.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-15-000-50226 Amount: \$6300.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6300.00 to Hudco Landscape & Irrigation.

Heath Hudson, Owner
205-561-8988
hudcolawn@gmail.com
12218 Elrod Rd, Elrod, AL 35458

**HudCo Landscape
& Irrigation**

00015

QUOTE NO:

Date: 4-21-23

Valid Through:

QUOTE FOR:

City of Northport / Chad Sprayberry

Comments or Special Instructions:

01-15-000-50226

Description	Quantity	Unit	Unit Price	Amount
Both hillsides on baseball field, planted in Loblolly Pine (Saplings) Approx 120				
Line Straw on both sides after planted				
Job to be performed late October / early November 2023				
Line Straw Rolls	200 200			\$3300 ⁰⁰
Loblolly Pine Saplings	126			100 ⁰⁰
Total Labor for Project				2900 ⁰⁰

TOTAL \$6300⁰⁰

Thank You - We appreciate your business!

FULL SERVICE LAWN CARE ■ LANDSCAPING ■ HARDSCAPE ■ PRESSURE WASHING
IRRIGATION INSTALLATION ■ MAINTENANCE



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

AGENDA ITEM NO. 11.c.1.

MEETING DATE: May 1, 2023

SUBJECT: Second Reading, Ordinance rezoning of 0.62 acres located at 3705 26th Avenue

Unfinished Business: X

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Hightown Properties, LLC requests rezoning of approximately 0.62 acres located at 3705 Avenue from RS-1 (Single-Family Residential) to C-6 (Commercial Highway).

Recommendation:

The Northport Planning and Zoning Commission met on March 21, 2023 and made a favorable recommendation that the request be granted.

Funding Source/GL Code:

GL Code No. NA Amount: \$

Motion for Consideration:

I move to grant the request for rezoning of approximately 0.62 acres located at 3705 26th Avenue to C-6 (Commercial Highway).

DEADLINE FOR SUBMITTAL IS NOON ON _____

HEARING DATE _____

APPLICATION FOR REZONING**CITY OF NORTHPORT PLANNING DEPARTMENT**

3500 McFarland Blvd., Northport, AL 35476

(205) 333-3002/FAX (205) 333-3046

PLEASE READ ALL INFORMATION CAREFULLY AND COMPLETE FULLY

Paige Howard

APPLICANT NAME

3026 Saratoga Ln

Tuscaloosa, AL 35406

ADDRESS

205-765-1715

DAYTIME TELEPHONE**FAX NUMBER**

yellowhammerfirm@yahoo.com

EMAIL**OFFICE USE ONLY**

ADDRESS (if applicable):

CURRENT ZONING DISTRICT:

REQUESTED ZONING DISTRICT

GROSS SITE AREA

ac./s.f.

CASE #

X-REF CASE #

NOTE:

1. **(A COPY OF THE DEED TO THE SUBJECT PROPERTY MUST BE SUBMITTED WITH THIS APPLICATION.)** If the applicant is not the current owner, then a signed statement allowing the applicant to act as an "authorized agent" must be on file. All associated fees will be charged to the applicant unless otherwise arranged.
2. The applicant must provide a plat or certified survey of the subject property, including a written legal description matching the area to be rezoned (Tax ID# may not be used as a legal description). Applicant must sign a statement certifying that the submitted legal description accurately represents his/her request.
3. The applicant is responsible for providing the Planning Department with the names and addresses of all adjoining property owners, including those across a street or railroad right-of-way, as shown in the public records of Tuscaloosa County. Failure to provide complete and up-to-date information could invalidate any change in zoning granted under this application.
4. The Planning Commission's decision regarding this request will be based on the entire range of permitted uses in the requested zoning district, and not solely on the applicant's proposed use(s).

Current Owner: Hightown PropertiesGeneral Location or Address of Subject Property: 3705 26th AveCurrent Use: VACANT LOT

Prior Action(s) on Subject Property: _____

Describe briefly the proposed use and character of any proposed development: See attached letter

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

☒ Subdivision ☐ Site Plan ☐ Conditional Use ☐ Variance☐ Other: _____

Member of Planning Department reviewing this application: _____

Required Documents Attached: ☒ Deed ☐ Plat/Survey ☐ Legal Description ☐ APO List

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

APPLICANT'S SIGNATURE: <u>Paige Howard</u>	DATE: _____
PRINT NAME: <u>Paige Howard</u>	

Received: _____ Date: _____

RZ

Revised 08/12

This instrument was prepared by:
T. Wade Wilson
Gilmore, Rowley, Crissey & Wilson,
Attorneys at Law, LLC
1905 7th Street
Tuscaloosa, AL 35401
(205) 752-8338

DEED Book 2022 Page 30285
Recorded: 12/8/2022 3:26:52 PM
Ward D. Robertson, III, Probate Judge
Tuscaloosa County, Alabama
Term/Cashier: PRO-RECORDING6/mmdavidson
Tran: 46033
Probate Judge Fee \$2.00
Deed Tax \$65.00
Recording Fee - By Page Count \$12.00
Source of Title \$1.00
Total: \$80.00

Source of Title: Deed Book 2017, at Page 26360

STATE OF ALABAMA)
)
COUNTY OF TUSCALOOSA)

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 GRANTORS, **Alfredo Jesus and Magdalena Diego Juan, husband and wife** (hereinafter referred to as GRANTORS), the receipt whereof is hereby acknowledged, the GRANTORS do hereby give, grant, bargain, sell and convey unto the GRANTEE, **Hightown Properties, LLC**, an Alabama limited liability company (hereinafter referred to as GRANTEE), the following described property, lying and being in the County of Tuscaloosa State of Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AS IT SET OUT FULLY AT THIS POINT.

This conveyance is hereby made subject to restrictions, easements and rights of way of record in the Probate Office of Tuscaloosa County, Alabama.

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 successors and assigns forever.

AND SAID GRANTORS, for said GRANTORS, GRANTORS' heirs, successors, executors and administrators, covenants with GRANTEE, that GRANTORS are 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 GRANTORS will, and GRANTORS' heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S successors and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTORS have hereunto set their hands and seals

this the 7 day of December, 2022.

[Signature]
Alfredo Jesus

[Signature]
Magdalena Diego Juan

STATE OF ALABAMA)
)
COUNTY OF TUSCALOOSA)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that **Alfredo Jesus and Magdalena Diego Juan**, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the Instrument signed their names voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 7 day of December, 2022.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10.28.25



EXHIBIT "A"

Lot 1 of Willie Lee White property survey of the City of Northport, as recorded in Plat Book 5, @ Page 154, in the Probate Office of Tuscaloosa County, Alabama.

All of that portion of the Willie Lee White property survey of the City of Northport, as recorded in Plat Book 5, @ Page 154, in the Probate Office of Tuscaloosa County, Alabama, described as: Being a line drawn from the SE corner of Lot 1 of said survey in a Northerly direction 206 feet following the East boundary of Lots 1, 2, 3 & 4; thence at a right angle turn Westerly 110 feet; thence at a right angle turn Southerly 206 feet to the Southern boundary of Lot 1; thence turn at a right angle 110 feet to the SE corner of Lot 1.



City of Northport Designation of Agent Form

All applications, plans, and supporting documents may be submitted by email to
planning@cityofnorthport.org.

I, PAIGE HOWARD, being owner of the property which is the subject of this application
hereby authorize Herndon, Hicks & Associates, 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: Paige Howard

Date: 2-13-23

Property Owner Mailing Address: 3026 Saratoga Lane
Tuscaloosa, AL 35406
Phone Number: 205-765-1715

Authorized Agent Mailing Address: 2728 Lurleen Wallace Blvd
Northport, AL 35476
Phone Number: 205-333-0003

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

I, Beverly Dyer, a Notary Public in and for said County and State, hereby certify
that Paige Howard, 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 13th day of February, 2023

Beverly Dyer
Notary Public

My Commission Expires: 10-20-26

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name Alfredo Jesus
Mailing Address Magdalena Diego Juan
3120 32nd Street
Northport, AL 35476

Grantee's Name Highway Properties, LLC
Mailing Address 1206 Savatoga Lane
Tuscaloosa, AL 35406

Property Address 3705 26th Ave.
Northport, AL 35473

Date of Sale 12/07/2022

Total Purchase Price \$ 65,000.00

or

Actual Value \$

or

Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale

☐ Sales Contract

☒ Closing Statement

☐ Appraisal

☐ Other

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 12/7/22

Print Sarah Massengale

Unattested

Sign

Sarah Massengale

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

Print Form

Form RT-1

HERNDON, HICKS & ASSOCIATES, INC.
Professional Land Surveyors

February 13, 2023

City of Northport Planning Commission
Northport, Alabama 35476

RE: Rezoning of property on or near 3705 26th Avenue

To Whom It May Concern:

Please include of rezoning submittal for the above referenced property on your March agenda. The property is currently zoned RS and our client would request a rezoning to C6. The C6 zoning joins the subject property on the south and the east. The client intends to add this property with other properties under her control in the C6 district. Eventually, she will be coming before this board to re-subdivide these properties into one lot. Attached is a highlighted tax map, deed, conceptual pictures and designation of agent. If you have any questions, please feel free to call.

Sincerely,



David R. (Bobby) Herndon
President

Attachment

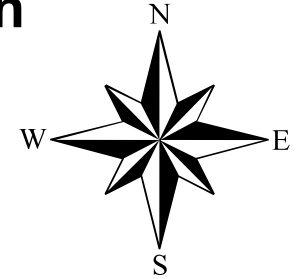
hhasurveyors.com
2728 Lurleen Wallace Boulevard
Post Office Box 508
Northport, Alabama 35476
Phone: (205) 333-0003

Zoning

- General Commercial
- Commercial Highway
- Office and Institutional
- Residential Single-Family - 1
- Residential Single-Family - 2
- Subject Property

City of Northport Planning & Zoning Commission

Rezoning



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