

NORTHPORT CITY COUNCIL MEETING
MONDAY, JULY 24, 2023
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

- a. Ms. Judy Holland-Progress in Northport -

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. Second Reading, Ordinance amending Section 2-36 of the Northport Municipal Code pertaining to addressing the City Council – Chris Cunningham
- 2. Second Reading, Permanent Resolution Authorizing the City Administrator to Execute a Deed Dedicating Certain Property as Right-of-Way and Temporary Construction Easement – Chris Cunningham

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. First Reading, Ordinance Amending Dirt Road Policy to Include Stabilizing Dirt Roads - Tera Tubbs
- 2. First Reading, Ordinance amending Chapter 38, Article II of the Northport Municipal Code pertaining to Fireworks - Chief Bart Marshall
- 3. First Reading, Ordinance amending Chapter 2 of the Northport Municipal Code pertaining to a Travel Policy for Elected Officials - Glenda Webb
- 4. First Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1314 10th Street. – Tyler Mitchell
- 5. First Reading, Ordinance ordering demolition of an unsafe structure located at 4104 Highway 43 N. – Tyler Mitchell

b. Resolutions of a Temporary Nature

- 1. Resolution Re-Appointing a Member to the Northport Civil Service Board - Chris Cunningham
- 2. Resolution authorizing the Human Resource Department to Offer Health Insurance Coverage to Elected Officials – Chris Cunningham
- 3. Resolution Authorizing the City Administrator to Enter an Agreement with Motorola for Computer Aided Dispatch System – Chief Gerald Burton
- 4. Resolution Authorizing Water Service Outside of City Limits for Property Located at 14752 Acker Road – Chris Cunningham
- 5. Resolution Authorizing the City Administrator to Execute a Construction Agreement with the State of Alabama for the MLK Improvements Project, Phase I (Bridge) - Tera Tubbs
- 6. Resolution Authorizing the City Administrator to Execute a Right-of-Way Use Agreement with Billy's Sports Bar and Grill - Tera Tubbs
- 7. Resolution Authorizing the City Administrator to Execute an Agreement with ST Bunn Construction Co., Inc. for Speed Tables and Striping on 30th Street - Tera Tubbs
- 8. Resolution Authorizing Application to the State of Alabama Law Enforcement Agency for the Homeland Security Grant - Tera Tubbs
- 9. Resolution to Accept Conditional Grant Award, Recognize Plans to Join the National Fitness Campaign, and Fund an Outdoor Fitness Court and Community

c. Consent Agenda

1. Minutes, July 10th, 2023, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. PO Request for Reimbursement of Paramedic School Costs to Nicholas Brown, \$6,048.00 - Chief Bart Marshall
4. PO Request for hardware and software purchase for the Flex (Spillman) Nutanix cluster, CDWG, \$163,695.00 - IT - Scott Murphy
5. Purchase Requisition, SCADA Software License Renewal/Upgrade, Electric Machine Control, Inc., \$10,931.31 – Kevin Turner
6. Purchase Requisition, Mobile Read System, Empire Pipe & Supply, \$7,975.00 – Kevin Turner
7. PO Requisition, Metro Jail Bill, Tuscaloosa County Commission, \$51,892.50 – Chief Gerald Burton
8. PO Requisition, Meal Reimbursement, Lt. Burgett, \$135.57 – Chief Gerald Burton
9. PO Requisition, Meal Reimbursement, Chief Burton, \$206.49 – Chief Gerald Burton

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

a. Engineering

b. Legal Department

c. Planning Inspections Department

1. Second Reading, Ordinance of Conditional Use approval for outside storage of equipment located at 1786 Harper Road. – Chris Cunningham

d. Police Department

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. ADJOURNMENT



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

AGENDA ITEM NO. 8.a.1.

MEETING DATE: July 24, 2023

SUBJECT: Second Reading, Ordinance amending Section 2-36 of the Northport Municipal Code pertaining to addressing the City Council

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

This amendment to the City code is consistent with the Open Meetings Law which grants the right to be present at meetings of the City Council but does not grant citizens an absolute right to express their views at public meetings. Citizens may be allowed to express their views at meetings of the City Council within the guidelines and restrictions established by the City Council. (See Opinion of the Attorney General 98-00134.)

Recommendation:

That you adopt the attached resolution.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt the Ordinance amending Section 2-36 of the Northport Municipal Code pertaining to addressing the City Council.

ORDINANCE NO.

**ORDINANCE AMENDING SECTION 2-36 OF THE NORTHPORT MUNICIPAL CODE
PERTAINING TO ADDRESSING THE CITY COUNCIL**

WHEREAS, the Open Meetings Law grants citizens the right to be present at meetings of the City Council but does not grant citizens an absolute right to express their views at public meetings (See Opinion of the Attorney General 98-00134); and

WHEREAS, Citizens may be allowed to express their views at meetings of the City Council within the guidelines and restrictions established by the City Council; and

WHEREAS, the City wishes to allow public comment during the City Council meetings, but do so in a constructive and productive manner; and

WHEREAS, the City wishes to amend Section 2-36, pertaining to addressing the City Council.

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

1. The City hereby amends Section 2-36 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 24th day of July, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 24th day of July, 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: July 10, 2023
Motion By: Wiggins
2nd Reading: July 24, 2023
Motion By:
Second By:
Publication:

EXHIBIT “A”

Sec. 2-36. - Addressing the council.

(a) No city official, employee, or staff member shall represent or appear for any other person in any matter pending before the council unless recognized by the council for such purpose.

(b) No person, not a member of the council, shall be allowed to address the council while in session unless placed on the printed council agenda under the public comment section using the procedures set out below:

(1) Any individual wishing to address the city council shall submit the request form provided at city hall, or on the city website, on or before noon on the Friday prior to the regular council meeting so that it is received by the city administrator on or before this deadline.

(2) The individual requesting to appear before the council shall provide sufficient contact information so that the city may contact the individual to determine if the issue of concern may be resolved prior to the council meeting. If not resolved prior to the council meeting, this will allow the city the opportunity to have the appropriate department head(s) at the council meeting.

(3) The individual will be allowed to speak only on the issue described in the submitted request form.

(4) If sufficient information is not provided to the city by the applicant on the request form it will be returned to the individual with the deficiencies noted. Once corrected, the individual will be included on the council agenda at a later meeting.

(5) The comments shall be limited to approximately three minutes. There shall be no more than two speakers on the same subject to avoid repetition. If a group selects one spokesperson for the entire group, that spokesperson will be allowed additional time to address the city council.

(6) The individual should address the elected officials as a group and not any specific elected official or any specific person in the audience.

(7) No personnel issues, complaints about city employees or personal issues with any individual is appropriate at a city council meeting and will not be discussed in a public setting. Any item of this nature should be directed in private to the city administrator.

(8) City employees shall not address the council concerning any personnel or employment issues. These should be addressed through the employee's chain of command.

(9) There are other ways rather than addressing the council at a council meeting that citizens can let their thoughts be known. This would include speaking with city officials either in person or by telephone, or by sending letters or emails. Often these forms of communication are more effective than briefly addressing the city council about a matter at a city council meeting. There is a form on the city web site for you to forward any concerns which you may have to any elected official, the city administrator, the city attorney, or a combination of all these individuals in a group email.

(c) The council president, at his discretion, may call upon any person present to address the council or to discuss any matter at issue.



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

AGENDA ITEM NO. 8.a.2.

MEETING DATE: July 24, 2023

SUBJECT: Second Reading, Permanent Resolution Authorizing the City Administrator to Execute a Deed Dedicating Certain Property as Right-of-Way and Temporary Construction Easement

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading X

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

This resolution authorizes the City Administrator to execute a deed dedicating portions of the City of Northport Fire Station 3 property (1101 Martin Luther King Jr. Blvd) as City of Northport R.O.W. and Temporary Construction Easement. This R.O.W. and Temporary Construction Easement will benefit the MLK project with ALDOT.

Recommendation:

Adopt the resolution authorizing the City Administrator to execute a deed dedicating portions of the Fire Station 3 property as Right-of-Way and Temporary Construction Easement

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt the permanent resolution authorizing the City Administrator to execute a deed dedicating portions of the Fire Station 3 property as Right-of-Way and Temporary Construction Easement.

PERMANENT RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
DEED DEDICATING CERTAIN PROPERTY AS RIGHT-OF-WAY AND TEMPORARY
CONSTRUCTION EASEMENT**

WHEREAS, certain portions of the property at 1101 Martin Luther King Jr. Boulevard (Fire Station 3) is necessary for right-of-way and temporary construction easement for the completion of the project improving Martin Luther King Jr. Boulevard in Northport, and

WHEREAS, the City of Northport owns said property, and

WHEREAS, The City of Northport agrees to donate what is required for right-of-way and release the government agency responsible for the project from its obligation to appraise the property and to pay just compensation, and

WHEREAS, the City of Northport wishes to expressly dedicate such property as right-of-way and temporary construction easement.

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

1. The City Administrator is authorized to execute a deed dedicating a portion of the City's property located at 1101 Martin Luther King Jr. Boulevard, more particularly described in "Exhibit A" as City of Northport right-of-way and temporary construction easement.
2. The City Administrator is authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this Resolution.

RESOLVED AND DONE THIS 24th DAY OF JULY, 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

APPROVED this the 24th day of July 2023.

Dr. John Hinton, Mayor

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

Glenda D. Webb, City Administrator

1st Reading: July 10, 2023
Motion By: Bobo
2nd Reading: July 24, 2023
Motion By:
Second By:
Publication:

EXHIBIT “A”

This Instrument Prepared By:
Brian Foster, P.L.S.
Thompson Engineering, Inc.
2900 8th Street
Tuscaloosa, AL 35401

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

PROJECT NO. STPSU-6317(250)
CPMS PROJ. NO. 100008464
TRACT NO. 50
DATE: JUNE 28, 2023

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of _____ dollar(s), cash in hand paid to the undersigned by the City of Northport, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), _____ have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the City of Northport the following described property:

A part of the SE ¼ of SW ¼ of Section 10, Township 21 South, Range 10 West, identified as Tract No. 50 on Project No.STPSU-6317 (250) in Tuscaloosa County, Alabama and being more fully described as follows:

Parcel 1 of 1:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 10 WEST TUSCALOOSA COUNTY ALABAMA;

THENCE WESTERLY AND ALONG THE SOUTH BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 21 SOUTH, RANGE 10 WEST TUSCALOOSA COUNTY, ALABAMA, A DISTANCE OF 241 FEET, MORE OR LESS, TO THE GRANTOR’S PROPERTY LINE;

THENCE NORTHWESTERLY AND ALONG THE GRANTOR’S PROPERTY LINE A DISTANCE OF 59 FEET, MORE OR LESS, TO THE ACQUIRED RIGHT-OF-WAY LINE, (SAID LINE BETWEEN A POINT OFFSET 40.00’ RT AND PERPENDICULAR TO THE CENTERLINE OF THE PROJECT AT STATION 41+50.00 AND A POINT OFFSET 40.00’ RT AND PERPENDICULAR TO THE CENTERLINE OF THE PROJECT AT P.C. STATION 43+73.24), WHICH IS THE POINT OF BEGINNING;

THENCE N27°38’33”W AND ALONG GRANTOR’S PROPERTY LINE A DISTANCE OF 10.78 FEET TO THE PRESENT SOUTH RIGHT-OF-WAY LINE OF MARTIN LUTHER KING JR BOULEVARD;

THENCE N81°26’10”E AND ALONG SAID PRESENT RIGHT-OF-WAY LINE A DISTANCE OF 75.09 FEET TO A POINT SAID PRESENT RIGHT-OF-WAY LINE;

THENCE N79°13’51”E AND ALONG SAID PRESENT RIGHT-OF-WAY LINE A DISTANCE OF 81.35 FEET TO A POINT SAID PRESENT RIGHT-OF-WAY LINE;

THENCE N76°35’38”E AND ALONG SAID PRESENT RIGHT-OF-WAY LINE A DISTANCE OF 41.34 FEET TO A POINT ON THE ACQUIRED RIGHT-OF-WAY LINE, (SAID POINT OFFSET 40.00’ RT AND PERPENDICULAR TO THE CENTERLINE OF PROJECT),

THENCE S73°50’22”W AND ALONG THE ACQUIRED RIGHT-OF-WAY LINE ON A CURVE CLOCKWISE WITH A RADIUS OF 550.00 FEET, A CHORD DISTANCE OF 83.05 FEET TO A POINT ON THE ACQUIRED RIGHT-OF-WAY LINE, (SAID POINT OFFSET 40.00’ LT AND PERPENDICULAR TO THE CENTERLINE OF THE PROJECT AT P.C. STATION 43+73.24);

THENCE S78°10'09"W AND ALONG THE ACQUIRED RIGHT-OF-WAY LINE A DISTANCE OF 119.12 FEET TO THE POINT OF BEGINNING; SAID PROPERTY CONTAINING 0.026 ACRE(S), MORE OR LESS

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

BEGINNING AT A POINT ON THE REQUIRED EASEMENT LINE, SAID POINT ALSO ON THE GRANTOR'S PROPERTY, (SAID LINE OFFSET 70.00' RT AND PARALLEL TO THE CENTERLINE OF THE PROJECT), WHICH IS THE POINT OF BEGINNING;

THENCE S71°33'26"W AND ALONG THE REQUIRED EASEMENT LINE ON A CURVE CLOCKWISE WITH A RADIUS OF 580.00 FEET, A CHORD DISTANCE OF 95.64 FEET TO A POINT ON THE REQUIRED EASEMENT LINE; (SAID POINT OFFSET 70.00' RT AND PERPENDICULAR TO THE CENTERLINE OF PROJECT AT STATION 43+90.00);

THENCE N13°42'48"W AND ALONG THE REQUIRED EASEMENT LINE A DISTANCE OF 25.00 FEET TO A POINT ON THE REQUIRED EASEMENT LINE; (SAID POINT OFFSET 45.00' RT AND PERPENDICULAR TO THE CENTERLINE OF PROJECT AT STATION 43+90.00);

THENCE S77°13'41"W AND ALONG THE ACQUIRED RIGHT-OF-WAY LINE ON A CURVE CLOCKWISE WITH A RADIUS OF 555.00 FEET, A CHORD DISTANCE OF 18.23 FEET TO A POINT ON THE ACQUIRED RIGHT-OF-WAY LINE; (SAID POINT OFFSET 45.00' RT AND PERPENDICULAR TO THE CENTERLINE OF PROJECT AT P.C. STATION 43+73.24);

THENCE S78°10'09"W AND ALONG THE REQUIRED EASEMENT LINE A DISTANCE OF 113.24 FEET TO A POINT ON THE REQUIRED EASEMENT LINE; (SAID POINT OFFSET 45.00' RT AND PERPENDICULAR TO THE CENTERLINE OF PROJECT AT STATION 42+60.00);

THENCE N11°49'51"W AND ALONG THE REQUIRED EASEMENT LINE A DISTANCE OF 5.00 FEET TO A POINT ON THE ACQUIRED RIGHT-OF-WAY LINE; (SAID POINT OFFSET 40.00' RT AND PERPENDICULAR TO THE CENTERLINE OF PROJECT AT STATION 42+60.00);

THENCE N78°10'09"E AND ALONG THE ACQUIRED RIGHT-OF-WAY LINE A DISTANCE OF 113.24 FEET TO A POINT ON THE ACQUIRED RIGHT-OF-WAY LINE; (SAID POINT OFFSET 40.00' RT AND PERPENDICULAR TO THE CENTERLINE OF PROJECT AT STATION 42+60.00);

THENCE N73°50'22"E AND ALONG THE ACQUIRED RIGHT-OF-WAY LINE ON A CURVE COUNTER CLOCKWISE WITH A RADIUS OF 550.00 FEET, A CHORD DISTANCE OF 83.05 FEET TO A POINT ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF MARTIN LUTHER KING JR BOULEVARD, (SAID POINT OFFSET 40.00' LT AND PERPENDICULAR TO THE CENTERLINE OF THE PROJECT AT STATION 44+50.33);

THENCE N69°00'24"E AND ALONG SAID PRESENT RIGHT-OF-WAY LINE A DISTANCE OF 23.22 FEET TO THE GRANTOR'S PROPERTY LINE;

THENCE S16°03'33"E AND ALONG THE GRANTOR'S PROPERTY LINE A DISTANCE OF 29.19 FEET TO THE POINT OF BEGINNING; SAID PROPERTY CONTAINING 0.080 ACRE(S), MORE OR LESS

It is expressly understood that all rights, title and interest to the above-described temporary easement(s) shall revert to the grantor upon completion of said project.

And as shown on the right of way map of record in the Alabama Department of Transportation a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto the City of Northport, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors, administrators, successors, and assigns covenant to and with the City of Northport that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the City of Northport and all of its employees and officers from any and all damages to his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the ____ day of _____, 20____.

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____, whose name (s) _____, signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this _____ day of _____ 20_____.

NOTARY PUBLIC

My Commission Expires _____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ County

I, _____, a _____ in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____ Company, a corporation, 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 this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 20_____.

Official Title _____

to

STATE OF ALABAMA

WARRANTY DEED

STATE OF ALABAMA

County of _____
I, _____
Judge of Probate in and for said County,
Hereby certify that the within
Conveyance was filed in my office at
_____ o' clock ____ M., on the _____
day of _____, 20____,
and duly recorded in Deed Record _____
page _____.
Dated _____ day of _____ 20_____.

Judge of Probate

_____ County, Alabama.

JOSEPH WAYNE ROSE, $\frac{1}{3}$ INT. ETAL
PO BOX 309
NORTHPORT, AL 35476
DB 2017, PG 6639

SE/SW

42+70.00
60.00 LT

43+73.24
70.00 LT

44+00.53
70.00 LT
TIE TO PRES

HOSPITAL DRIVE

PRES ROW

45+00

45+00.40
40.00 RT
TIE TO PRES

PRES ROW

PRES ROW

MLK JR BLVD

N78°10'09"E

43+73.24
40.00 RT

43+90.00
45.00 RT

L4

L5

L8

L9

POB(TCE)

45+30.00
70.00 RT

45+50.00
120.00 RT

TEMP CONST ESMT

POB

42+60.00
40.00 RT

42+60.00
45.00 RT

L5

L6

L4

L3

L2

L1

50 PAR
1 1

43+73.24
40.00 RT

43+73.24
45.00 RT

43+90.00
70.00 RT

50 TCE
1 1

S 10, T-21-S, R-10-W
S 15, T-21-S, R-10-W

50

POC
SE CORNER OF THE
SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$,
SECTION 10, T-21-S, R-10-W,
TUSCALOOSA CO., AL.

CITY OF NORTHPORT
PO BOX 569
NORTHPORT, AL 35476
DB 2007, PG 17327

50 REM
A A

NE/NW

THE ESTATE OF JOSEPH WAYNE ROSE,
JOSEPH ROSE AND WHITNEY DUBOSE,
AS PERSONAL REP. OF THE ESTATE
PO BOX 309
NORTHPORT, AL 35476
DB 930, PG 505

TRACT 50 PAR 1 OF 1
AREA = 0.026 AC.

COURSE	BEARING	DISTANCE	RADIUS	DIR
L1	N 27°38'33" W	10.78'		
L2	N 81°26'10" E	75.09'		
L3	N 79°13'51" E	81.35'		
L4	N 76°35'38" E	41.34'		
L5	S 73°50'22" W	83.05'	550.00'	CW
L6	S 78°10'09" W	119.12'		

TRACT 50 TCE 1 OF 1
AREA = 0.080 AC.

COURSE	BEARING	DISTANCE	RADIUS	DIR
L1	S 71°33'26" W	95.64'	580.00'	CW
L2	N 13°42'48" W	25.00'		
L3	S 77°13'41" W	18.23'	555.00'	CW
L4	S 78°10'09" W	113.24'		
L5	N 11°49'51" W	5.00'		
L6	N 78°10'09" E	113.24'		
L7	N 73°50'22" E	83.05'	550.00'	CCW
L8	N 69°00'24" E	23.22'		
L9	S 16°03'33" E	29.19'		

TRACT NUMBER:	50
GRANTOR:	CITY OF NORTHPORT
TOTAL BEFORE:	2.010 AC
TOTAL ACQUIRED:	0.026 AC
TOTAL REMAINDER:	1.984 AC
TOTAL TCE:	0.080 AC
SCALE:	1" = 60'

STATE: _____ ALABAMA
COUNTY: _____ TUSCALOOSA
CPMS: _____ 10008464
PROJECT NO.: _____ STPSU-6317 (250)
DATE: _____ JUNE 28, 2023

Page 17 of 189



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

AGENDA ITEM NO. 9.a.1.

MEETING DATE: July 24, 2023

SUBJECT: First Reading, Ordinance Amending Dirt Road Policy to Include Stabilizing Dirt Roads

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Tera Tubbs

Summary:

The attached Ordinance amends the dirt road policy to include stabilizing dirt roads within the city limits of the City of Northport.

Recommendation:

Offer the attached Ordinance for first reading.

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to offer for first reading the Ordinance amending the dirt road policy to include stabilizing dirt roads within the city limits of the City of Northport.

ORDINANCE NO.

**ORDINANCE AMENDING DIRT ROAD POLICY TO INCLUDE STABILIZING DIRT
ROADS**

WHEREAS, the City Council adopted certain criteria and a request process for paving dirt roads within the City of Northport on June 20th, 2022 (Ord. 2145); and

WHEREAS, the paving, stabilization, and acceptance of maintenance for dirt roads shall remain the sole discretion of the City of Northport; and

WHEREAS, the Engineering Department has developed a separate process for stabilizing dirt roads as an emergency or preventative measure to protect City infrastructure.

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

1. That the City Council hereby adopts the Ordinance amending the policy for paving and stabilizing dirt roads within the City of Northport.
2. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.
3. This Ordinance shall become effective immediately upon passage and publication.

ORDAINED this the 7th day of August, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 7th day of August, 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: July 24, 2023
Motion By:
2nd Reading: August 7, 2023
Motion By:
Second By:
Publication:

EXHIBIT “A”



Section A: Process for Requesting Paving of a Dirt Road

Overview

In this context, “paving” a dirt road means undertaking the work to bring a non-conforming dirt road up to city street standards. This typically involves increased width and right-of-way, substantial subgrade work, and an asphalt pavement surface.

Criteria

1. The entirety of the dirt road requested to be paved must be within the city limits. The City of Northport will not annex dirt roads, by themselves, into the city. All adjoining properties must also be voluntarily annexed.
2. The dirt road must serve at least five (5) residences, businesses, or any combination thereof.
3. Adequate ROW must be established by plat or deed, typically 50 feet but can vary due to infrastructure and utilities in the area.
4. Property owners served by the road will be assessed a percentage of the construction cost. This assessment will help fund the project or act as a grant match. Assessment will be representative of the property value increase due to infrastructure improvements.

Process

1. Resident requests a dirt road to be paved.
2. The Engineering Department reviews the request and determines if criteria 1 thru 3, above, are met:
 - a. If yes, a map and addresses of impacted residents, and a petition will be provided to the requesting resident to circulate to obtain 100% favorable response from all adjoining property owners to move forward.
 - b. If no, but residents are willing to meet criteria 1-3, a map and addresses of impacted residents, and a petition will be provided to the requesting resident to circulate to obtain 100% favorable response to meet criteria 1-3.
 - c. If no, and the residents are not willing to meet criterion 1-3 the request is denied. Another request for the same roadway will not be processed within one (1) calendar year of the previous request.
3. Once criteria 1-3, above, are met, City staff will meet with affected property owners to begin the technical review and assessment process.



Section B: Process for Stabilizing a Dirt Road

Overview

In this context, “stabilizing” a dirt road means taking the most cost-effective steps to protect city infrastructure and property, including utilities and the city vehicles such as garbage trucks and emergency vehicles which must travel the road. These steps typically will not bring a non-conforming dirt road up to city street standards.

Criteria

1. The dirt road or section of dirt road must be within the city limits.
2. The dirt road must contain or be adjacent to city infrastructure, such as utility lines, or be serviced by city vehicles.

Process

1. The Public Works Director, Utilities Director, Fire Chief, Police Chief or other city staff notifies the City Engineer of a dirt road that puts city infrastructure or city property at risk.
2. City Engineer provides a recommendation on the most cost-effective method to stabilize the dirt road to protect city infrastructure and property. Stabilization typically will not bring a non-conforming dirt road up to city street standards.
3. If there is an emergency, the City Attorney will ensure that emergency procurement procedures are followed.
4. If the stabilization is preventative, standard procurement procedures will apply.



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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: July 24, 2023

SUBJECT: First Reading, Ordinance amending Chapter 38, Article II of the Northport Municipal Code pertaining to Fireworks

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Chief Bart Marshall

Summary:

The Alabama Legislature passed Act #2021-399 pertaining to Fireworks Regulation. The Act realigns the definitions and classifications of various fireworks to further parallel definitions crafted by the Federal government for consumer fireworks. Consequently, the Northport Municipal Code needs to be updated to reflect these changes. Fire Chief Bart Marshall presented these changes to the Public Safety Committee on July 10th and the committee recommended the changes be made to the city code.

Recommendation:

That you offer the attached Ordinance for 1st Reading

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to offer for 1st reading, the Ordinance amending Chapter 38, Article II of the Northport Municipal Code pertaining to Fireworks.

ORDINANCE NO.

**ORDINANCE AMENDING CHAPTER 38, ARTICLE II OF THE NORTHPORT
MUNICIPAL CODE PERTAINING TO FIREWORKS**

WHEREAS, the Alabama Legislature passed Act #2021-339 pertaining to Fireworks Regulation; and

WHEREAS, the Act realigns the definitions and classifications of various fireworks to further parallel definitions crafted by the Federal Government for consumer fireworks; and

WHEREAS, the City Council wishes to permit “novelties” and “sparkling devices” within the City of Northport.

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

1. The City amends Chapter 38, Article II 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 _____, 20__.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the _____ day of _____, 20__.

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: July 24, 2023

Motion By:

2nd Reading:

Motion By:

Second By:

Publication:

EXHIBIT “A”

Sec. 38-32. - Discharge of fireworks prohibited within the city limits.

It shall be unlawful for any person to ignite, set off, or otherwise cause to explode, discharge or burn any firecrackers, torpedoes, rockets or other explosives of flammable materials within the city limits or otherwise use or permit the ignition or explosion of any fireworks within the city limits.

This shall not include:

1. Novelties – Any device listed in APA 87-1, Section 3.2 including without limitation, “Party poppers,” “Snappers,” “Toy smoke devices,” “Snake, glow works,” and “Wire sparklers/dipped sticks.”
2. Sparkling devices – Handheld or ground based sparkling devices that are non-explosive and non-aerial and contain 75 grams or less of chemical compound per tube, or a total of 500 grams or less for multiple tubes and other sparkling devices which emit showers of sparks and sometimes a whistling, spinning or crackling effect when burning, but does not include aerial devices, audible ground devices, or anything that will detonate or explode.

Sec. 38-33. - Fireworks sales prohibited within the city limits.

Common class C fireworks, as defined by the U.S. Department of Transportation, and any other firecrackers, torpedoes, rockets or other explosives of flammable materials may not be sold within the city limits. The sale of fireworks is only allowed within the police jurisdiction of the city.

This prohibition shall not include:

3. Novelties – Any device listed in APA 87-1, Section 3.2 including without limitation, “Party poppers,” “Snappers,” “Toy smoke devices,” “Snake, glow works,” and “Wire sparklers/dipped sticks.”
4. Sparkling devices – Handheld or ground based sparkling devices that are non-explosive and non-aerial and contain 75 grams or less of chemical compound per tube, or a total of 500 grams or less for multiple tubes and other sparkling devices which emit showers of sparks and sometimes a whistling, spinning or crackling effect when burning, but does not include aerial devices, audible ground devices, or anything that will detonate or explode.



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

AGENDA ITEM NO. 9.a.3.

MEETING DATE: July 24, 2023

SUBJECT: First Reading, Ordinance amending Chapter 2 of the Northport Municipal Code pertaining to a Travel Policy for Elected Officials

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Glenda Webb

Summary:

The Administrative Committee discussed development of a Travel Policy for Elected Officials at the May 15, 2023, regular meeting. Staff provided the committee a proposed policy at the July 10th regular meeting. The Administrative Committee recommends the adoption of the attached proposed Travel Policy for Elected Officials.

Recommendation:

That you offer the attached Ordinance for a 1st Reading

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to offer for 1st reading, the Ordinance amending Chapter 2 of the Northport Municipal Code pertaining to a Travel Policy for Elected Officials.

ORDINANCE NO.

**ORDINANCE AMENDING CHAPTER 2 OF THE NORTHPORT MUNICIPAL CODE
PERTAINING TO A TRAVEL POLICY FOR ELECTED OFFICIALS**

WHEREAS, the Northport City Council wishes to establish certain guidelines pertaining to travel for the Mayor and City Council; and

WHEREAS, after review of the proposed policy, the Administrative Committee recommends adoption of the attached Travel Policy for Elected Officials.

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

1. The City amends Chapter 2 by adding *Sec 2-44 Travel Policy for Elected Officials* to 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 _____, 20__.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the _____ day of _____, 20__.

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: July 24, 2023

Motion By:

2nd Reading:

Motion By:

Second By:

Publication:

EXHIBIT “A”

Sec. 2-44 Travel Policy for Elected Officials

The City of Northport will reimburse elected officials for reasonable business travel expenses incurred while on Council Administrative Committee approved assignments more than 50 miles away from the normal work location. All business travel must be submitted on an approved form outlining projected travel costs and stating justification and relevance to council or committee duties and approved in advance by the City Council Administrative Committee. If the request is within the elected official's travel budget and broad scope of duties, this would require no further action. If the request exceeds the travel budget or falls outside the broad scope of duties, the request should be forwarded to the full council to vote. Any emergency travel requests that cannot be presented to Administrative Committee, must still be submitted on an approved form and approved in writing by the Administrative Committee Chair.

Elected officials whose travel plans have been approved are responsible for making their own travel arrangements; however, the City Administrator may assist with travel plans for expediency.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by The City of Northport, in accordance with the General Services Administrative Website. Elected officials are expected to limit expenses to reasonable amounts in accordance with the G.S.A. website guidelines.

Expenses that generally will be reimbursed include the following:

- Airfare or train fare for travel in coach or economy class or the lowest safe available fare. Airfare cancellations that remain on any personal charge account must be reimbursed to the city.
- Car rental fees, only for compact or mid-sized cars. Exception can be granted when several council members travel together to maximize savings.
- Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- Taxi fares, only when there is no less expensive alternative.
- Cost of standard accommodations in low to mid-priced hotels, motels, or similar lodgings.
- Cost of meals, no more lavish than would be eaten at the employee's own expense.
- Tips not exceeding 20% of the total cost of a meal or 10% of a taxi fare.
- Charges for telephone calls, fax, and similar services required for business purposes.

Elected officials are advised that alcoholic beverages shall not be an approved expense, and no City of Northport funds shall be used or expended to purchase alcoholic beverages.

Elected officials who are involved in an accident while traveling on business must promptly report the incident to the City Administrator. Vehicles owned, leased, or rented by The City of Northport may not be used for personal use without prior approval.

With prior approval, elected officials on business travel may be accompanied by a family member or friend at their sole expense, when the presence of a companion will not interfere with successful completion of business objectives. The elected officials shall not submit travel expenses to The City of Northport for a companion nor seek reimbursement for any expense incurred by such companion. Generally, elected officials are also permitted to combine personal travel with business travel, so long as no City of Northport funds subsidize such personal travel expenses. Additional expenses arising from such nonbusiness travel are the responsibility of the council member or Mayor.

When travel is completed, elected officials should submit completed travel expense reports within 15 days. Reports should be accompanied by receipts for all individual expenses.

Elected officials should contact the City Administrator for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of the business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the elected official, can be grounds for denial of future business travel opportunities.

Items that will result in all future travel being cut, and additional action taken, including reporting of any ethics violations:

- Charging for items used for personal reasons (gas, groceries, hotels, etc).
- Billing for travel and expenses that never materialized (cancelled airline tickets or conference registration fees, training fees for courses that were cancelled or never attended, etc).
- Seeking reimbursement for items that were never purchased (office supplies, gifts for clients, etc).
- Collusion among Council members or Mayor who travelled together, but bill separately for mileage, etc.
- Outright falsifying or manipulating receipts.
- Claiming meals and entertainment reimbursement that may be in excess of the allowed maximum cap, or for items not reimbursable under the City's policy (alcohol, leisure activities, sports tickets, etc). – See State Per Diem for reasonable guidelines for meals and mileage.
- Adding tips to reimbursement claims that were greater than what was actually left.
- Using inflated mileage totals when seeking reimbursement for motor vehicle travel.

Council members should prepare a report to the Administrative Committee within a reasonable amount of time following a trip that can be shared with the council. This report should include the actual cost of the trip and any findings that are relevant, unless the travel is for items that are subject to a binding non-disclosure agreement.

Secs. 245-2-65 Reserved.



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

AGENDA ITEM NO. 9.a.4.

MEETING DATE: July 24, 2023

SUBJECT: First Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1314 10th Street.

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 1314 10th Street is unsafe and dangerous to the public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

Recommendation:

That this structure be demolished.

Funding Source/GL Code:

GL Code No. 001-45-000-54101 Amount: \$

Motion for Consideration:

None needed for a first reading.

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:

1314 10th Street Northport, AL 35476

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

WHEREAS, on the 7th day of August, 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: **1314 10th Street** 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 _____, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda Webb.
City Administrator-Clerk

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



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Jeff Hogg

City Administrator • Glenda D. Webb

June 14, 2023

Ericka Smith

1504 Juniper Ridge Lane

Northport, AL 35473

**RE: NOTICE OF UNSAFE STRUCTURE AT – 1314 10th Street Northport, AL 35476
TAX PARCEL I.D. # 63-31-05-15-2-022-012.000**

To Whom It May Concern:

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

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

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

Ericka Smith

June 14, 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



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 **1314 10th Street** in the City of Northport, which real property was last assessed for state taxes by **Erika Smith**, 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 **7th** day of **August 2023**, the Northport City Council will hold a public meeting at City Hall, 3500 McFarland Blvd., Northport, Alabama 35476, to determine whether or not such building(s) or structure(s) is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare to the extent it is a public nuisance. All parties who wish to object to the Building Inspector's findings may do so by filing a written objection with the City Administrator, P.O. Box 569, Northport, Alabama 35476 and/or by attending said hearing in person. All parties who wish to object to the Building Inspector's findings at said hearing in person must request the same in writing at least five (5) calendar days prior to said hearing.

Tyler Mitchell, Chief Building Inspector



CITY OF NORTHPORT

OWNER: Ericka Smith

MAILING ADDRESS: 1504 Juniper Ridge Lane Northport, AL 35473

LOCATION OF STRUCTURE: 1314 10th Street Northport, AL 35476

June 14, 2023

NOTICE

DO NOT REMOVE

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

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

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

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

BUILDING OFFICIAL

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **1314 10th Street**
OWNER: **Ericka Smith**

PROPERTY MAINTANANCE CODE

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

























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

AGENDA ITEM NO. 9.a.5.

MEETING DATE: July 24, 2023

SUBJECT: First Reading, Ordinance ordering demolition of an unsafe structure located at 4104 Highway 43 N.

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 4104 Highway 43 N is unsafe and dangerous to the public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

Recommendation:

That this structure be demolished.

Funding Source/GL Code:

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

Motion for Consideration:

None are needed for a first reading.



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Jeff Hogg

City Administrator • Glenda D. Webb

June 14, 2023

Soheer Yassin

P.O. Box 70301

Tuscaloosa, AL 35407

**RE: NOTICE OF UNSAFE STRUCTURE AT – 4104 Highway 43 N Northport, AL
TAX PARCEL I.D. # 63-31-03-05-4-003-003.000**

To Whom It May Concern:

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

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

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

Soheer Yassin

June 14, 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



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 **4104 Highway 43 North** in the City of Northport, which real property was last assessed for state taxes by **Soheer Yassin**, 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 **7th** day of **August 2023**, the Northport City Council will hold a public meeting at City Hall, 3500 McFarland Blvd., Northport, Alabama 35476, to determine whether or not such building(s) or structure(s) is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare to the extent it is a public nuisance. All parties who wish to object to the Building Inspector's findings may do so by filing a written objection with the City Administrator, P.O. Box 569, Northport, Alabama 35476 and/or by attending said hearing in person. All parties who wish to object to the Building Inspector's findings at said hearing in person must request the same in writing at least five (5) calendar days prior to said hearing.

Tyler Mitchell, Chief Building Inspector



CITY OF NORTHPORT

OWNER: Soheer Yassin

MAILING ADDRESS: P.O. Box 70301 Tuscaloosa, AL 35407

LOCATION OF STRUCTURE: 4104 Highway 43 N Northport, AL 35473

June 14, 2023

NOTICE

DO NOT REMOVE

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

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

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

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

BUILDING OFFICIAL

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **4104 Highway 43 N**
OWNER: **Soheer Yassin**

PROPERTY MAINTANANCE CODE

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

ORDINANCE NO.

ORDINANCE ORDERING DEMOLITION OF UNSAFE STRUCTURES

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

4104 Highway 43 North Northport, AL 35476

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

WHEREAS, on the 7th day of August, 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:**4104 Highway 43 North** 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 _____, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda Webb.
City Administrator-Clerk

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



























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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: July 24, 2023

SUBJECT: Resolution Re-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. Terry Woods' term on the Northport Civil Service Board will expire in July. Mr. Woods has expressed a desire to continue to serve on the Board. The re-appointment of Mr. Woods was discussed at the July 10th Administrative Committee meeting. The Administrative Committee recommends the re-appointment of Mr. Terry Woods on the Northport Civil Service Board for a six (6) year term.

Recommendation:

Approve the attached resolution re-appointing Mr. Terry Woods to the Northport Civil Service Board for a six (6) year term to expire July 31, 2029.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move the adoption of the resolution re-appointing Mr. Terry Woods to the Northport Civil Service Board for a six (6) year term expiring on July 31, 2029.

RESOLUTION NO. 23-

RESOLUTION RE-APPOINTING A MEMBER TO THE NORTHPORT CIVIL SERVICE BOARD

WHEREAS, Mr. Terry Woods's current appointment on the Northport Civil Service Board will expire on July 31, 2023; and

WHEREAS, Mr. Woods is willing to serve another term on the Northport Civil Service Board; and

WHEREAS, the Northport City Council would like to re-appoint Mr. Terry Woods to another six (6) year term on the Northport Civil Service Board as recommended by the Administrative Committee.

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

1. Mr. Terry Woods is hereby re-appointed to the Northport Civil Service Board for a six (6) year term to expire on July 31, 2029.

RESOLVED AND DONE THIS 24th DAY OF JULY, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: July 24, 2023

Motion By:

Second By:



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: July 24, 2023

SUBJECT: Resolution authorizing the Human Resource Department to Offer Health Insurance Coverage to Elected Officials

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

On May 1, 2023, the City Council passed Resolution 23-95 authorizing the City Attorney to request an Attorney General's Opinion on providing health insurance to elected officials without violating Alabama Code § 11-43-9 if the elected official paid the entire cost of such coverage from their personal funds. The response letter explained that the Attorney General previously addressed this issue in its opinions to Honorable Fonde Melton, in A.G. No. 98-00016, and to Honorable Roy W. Owens, in A.G. No. 81-00197. The AG Opined that city councilmembers and mayors may join their city's health insurance program during their terms of office if they pay their own premiums.

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 Human Resource Department to offer health insurance coverage to elected officials during their term of office if the elected official requests such health coverage, and if the entire cost of the premium is paid solely by the elected official.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE HUMAN RESOURCE DEPARTMENT TO OFFER
HEALTH INSURANCE COVERAGE TO ELECTED OFFICIALS**

WHEREAS, by Resolution 23-95 adopted on May, 1, 2023, the City Council authorized the City Attorney to request an Attorney General’s Opinion on providing health insurance to elected officials without violating Alabama Code §11-43-9 if the elected official paid the entire cost of such coverage from their personal funds; and

WHEREAS, Attorney General Marshall indicated in the response letter (attached as Exhibit “A”) that this issue was previously addressed in its opinions to Honorable Fonde Melton (A.G. No. 98-00016) and to Honorable Roy W. Owens (A.G. No. 81-00197); and

WHEREAS, The A. G. Opined that Alabama Code §11-43-9 is not violated when each elected official pays the full amount of his or her own premiums.

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

1. The Human Resource Department is hereby authorized to offer health insurance coverage beginning August 1, 2023, to elected officials (Mayor and City Council members) during their terms of office if the elected official request such health coverage, and if the entire cost of the premium is paid solely by the elected official.
2. Beginning with the 2025 elected body, the Human Resource Department is hereby authorized to offer health insurance coverage at the employees’ premium rate during their term of office with the entire cost of the employees’ premium rate paid solely by the elected official.
3. If the Elected Official does not choose to run again, is not voted in for re-election, or resigns, the health insurance coverage will be terminated at the end of the term or resignation.

RESOLVED AND DONE THIS 24th DAY OF JULY, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: July 24, 2023

Motion By:

Second By:

EXHIBIT “A”



STATE OF ALABAMA
OFFICE OF THE ATTORNEY GENERAL

STEVEN T. MARSHALL
ATTORNEY GENERAL

501 WASHINGTON AVENUE
P.O. BOX 300152
MONTGOMERY, AL 36130-0152
(334) 242-7300
WWW.AGO.ALABAMA.GOV

May 24, 2023

Honorable Ronald L. Davis
City Attorney, City of Northport
3500 McFarland Boulevard
Northport, Alabama 35476

Re: Request for an Attorney General's Opinion

Dear Mr. Davis:

This Office received your letter in which you requested an opinion on whether the City of Northport could offer elected officials the option to purchase health insurance through the City's group health insurance policy without violating section 11-43-9 of the Code of Alabama when each elected official pays the entire cost to the City with his or her own personal funds.

Your question has previously been addressed by this Office in its opinions to Honorable Fonde Melton, Revenue Commissioner, Monroe County, dated Oct. 23, 1997, A.G. No. 98-00016, and to Honorable Roy W. Owens, Mayor, City of Scottsboro, dated Jan. 26, 1981, A.G. No. 81-00197, which are enclosed for your convenience. In the *Melton* opinion, this Office recognized that sections 68 and 281, and amendment 281 of the Alabama Constitution prohibit an increase or decrease in the compensation of a county officer during the officer's current term but opined that the county officer may participate in the group insurance program if the officer pays the entire cost of the premium. More specifically addressing the facts surrounding your question, this Office opined in the *Owens* opinion that city councilmembers and mayors may join their city's health insurance program during their terms of office if they pay their own premiums. Although not stated expressly, this Office implicitly recognized in *Owens* that section 11-43-9 of the Code is not violated when each elected official pays the full amount of his or her own premiums.

Honorable Ronald L. Davis
Page 2

I trust this letter answers your question. If, however, this Office can be of further assistance, please contact John Porter of my staff.

Sincerely,

STEVE MARSHALL
Attorney General

By:

A handwritten signature in black ink, appearing to read "B Baxley", written over a faint circular stamp.

BEN BAXLEY
Chief, Opinions Division

SM/JMP/as
Enclosure: As stated.
3403621/236865

OFFICE OF THE ATTORNEY GENERAL



98-00016

BILL PRYOR
ATTORNEY GENERAL
STATE OF ALABAMA
OCT 23 1997

ALABAMA STATE HOUSE
11 SOUTH UNION STREET
MONTGOMERY, ALABAMA 36130
AREA (334) 242-7300

Honorable Fonde Melton
Revenue Commissioner, Monroe County
Monroe County Courthouse
Monroeville, AL 36460

Revenue Commissioners -
Health Insurance -
Compensation - Term of
Office

The Revenue Commissioner
of Monroe County, who began
his term on October 1,
1997, can participate dur-
ing his current term of
office in the county
health insurance plan which
becomes effective on
November 1, 1997, if he
pays the entire cost of
the premiums.

Dear Mr. Melton:

This opinion of the Attorney General is issued in
response to your request.

QUESTION

Can you as Revenue Commissioner
of Monroe County participate in the
county's "Blue Cross and Blue Shield
of Alabama" health plan?

FACTS, LAW, AND ANALYSIS

The following facts are found in your request:

I took office as Tax Assessor of Monroe County on October 1, 1985, and served in that capacity through September 30, 1997. The voters of Monroe County voted in 1996 to combine the Tax Assessor and Tax Collector offices into a Revenue Commissioner. I took office as Revenue Commissioner on October 1, 1997. Prior to October 1, 1997, I was paid on the fee basis. Effective October 1, 1997, I will be paid on a monthly salary on the county's payroll.

The Monroe County Commission met October 2, 3, and finalized the fiscal year 1997-98 budget on October 5, 1997. Included in the new budget were provisions for the county employees to participate in the new health plan (see attached memo). This will be the county's first health plan. The County Commission will make the new budget official at its regular meeting on October 14, 1997.

The new health plan will be retroactive to October 1, 1997, as employees' premiums will be deducted from their October paycheck as premiums are paid in advance. The effective date of the health plan will be November 1, 1997.

The memorandum from the County Commission accompanying your correspondence states that coverage and benefits from the plan began on November 1, 1997, although deductions for payments for the coverage will be deducted during the month of October. You confirmed this in a telephone conversation.

ALA. CODE § 11-91-1 and § 11-91-3 (1975) authorize a governing body to determine in their discretion the class or classes of officers and/or employees who are to

Honorable Fonde Melton
Page 3

be insured under the policies and whether the premium will be paid in whole or in part. If the Monroe County Commission has determined that county officers may participate in the county's insurance plan, then you, as County Revenue Commissioner, can participate. Opinions of the Attorney General to Honorable Robert E. Cooper, Attorney for the Franklin County Commission, dated March 17, 1981, A.G. No. 81-00288, and to Mrs. Carolyn R. Middleton, Tax Assessor of Butler County, dated October 15, 1979, A.G. No. 80-00018.

ALA. CONST. art. IV, § 68; art. VII, § 281; and amend. no. 92 prohibit an increase or decrease in the compensation of a county officer during the term for which he or she is serving.

The Supreme Court of Alabama has ruled that contributions of premiums by the state or political subdivisions on group insurance (life, health, etc.) of an officer is an increase in compensation during the term for which the officer currently serves. Opinion By The Justices, 30 So.2d 14, 17 (Ala. 1947).

It is not clear from the facts furnished to this Office if the deductions made from the county employee are for the entire cost of the premium or if the county pays part of the premium. As noted by the Supreme Court in id. at 16, it is only when the county pays part of the premium that questions arise regarding the constitutional provisions set out above.

Your term as Revenue Commissioner began on October 1, 1997. Although deductions are made from the county employees, as of October 1, 1997, the actual effective date of the insurance program is November 1, 1997, which is after the beginning of your term of office. It would therefore be a violation of ALA. CONST. art. IV, § 68; art. VII, § 281; and amend. no. 92 if you participate in the county health insurance plan during this term of office and the county pays any part of your premium. If, however, the county does not pay any part of the premium and you pay the entire cost, you may participate in the insurance program during your current term of office. In this case you, and not the county, are paying for the benefits that you receive from participation in the insurance program.

Honorable Fonde Melton
Page 4

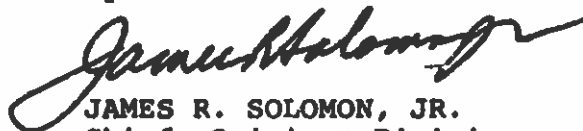
CONCLUSION

The Revenue Commissioner of Monroe County, who began his term on October 1, 1997, can participate during his current term of office in the county health insurance plan which becomes effective on November 1, 1997, if he pays the entire cost of the premiums.

I hope this opinion answers your question. If this Office can be of further assistance, please contact James R. Solomon, Jr., of my staff.

Sincerely,

BILL PRYOR
Attorney General
By:



JAMES R. SOLOMON, JR.
Chief, Opinions Division

BP/LKO/jho
M10.97B/OP

OFFICE OF THE ATTORNEY GENERAL

81-00197



CHARLES A. GRADDICK
ATTORNEY GENERAL
STATE OF ALABAMA

WILLIAM M. BEHURS, JR.
EXECUTIVE ASSISTANT
WALTER S. TURNER
CHIEF ASSISTANT ATTORNEY GENERAL
JANIE NOBLES
ADMINISTRATIVE ASSISTANT

JAN 28 1981

ADMINISTRATIVE BUILDING
44 NORTH UNION STREET
MONTGOMERY, ALABAMA 36136
AREA (205) 938-9180

Honorable Roy W. Owens
Mayor, City of Scottsboro
Scottsboro, Alabama 35768

Municipalities - Insurance -
Wages - Councilmembers

Councilmember may join city
health insurance program
during term of office by
paying own premiums.

City may not pay insurance
premiums for mayor unless
such payment included as
part of compensation set
for mayor six months prior
to municipal election.

Dear Mayor Owens:

The opinion request of the City of Scottsboro has been
received. Your first question is:

"Can a City Councilman that is paid a
monthly fee join the Health Insurance
group of a Municipality by paying his
own premiums?"

Your question is answered in the affirmative. The authority
for this procedure is clearly established in Code of Alabama
1975, §§11-91-1 through 11-91-7.

Your second question reads as follows:

"Can a full time Mayor that is on the
Municipal payroll, who is considered a

Honorable Roy W. Owens
Page Two

City employee receiving all fringe benefits, legally have his Health Insurance paid by the Municipality? A resolution had been previously adopted stating that the Municipality would pay Health Insurance for all City Employees."

This question is answered in an Opinion to Honorable Maurice C. West, Mayor of Graysville, under date of October 7, 1980. In that opinion we held that a mayor may not receive group insurance benefits where the benefits were not authorized for municipal officers six months prior to the general municipal election. A copy of that opinion is enclosed.

The mayor is a municipal officer not an employee. Code of Alabama 1975, §11-43-80 provides that the salary of the mayor must be fixed by the council not less than six months prior to each general municipal election. Therefore, it is the opinion of this office that the Mayor of Scottsboro may not, during the present term of office, receive group insurance benefits. However, the mayor could join the program by paying his own insurance premiums.

I do hope that this response fully answers your inquiry. If, however, we may be of further service, please do not hesitate to contact us.

Sincerely yours,

CHARLES A. GRADDICK
Attorney General

By-



CAROL JEAN SMITH
Assistant Attorney General

CJS:jaf

Enclosure



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: July 24, 2023

SUBJECT: Resolution Authorizing the City Administrator to Enter an Agreement with Motorola for Computer Aided Dispatch System

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Gerald Burton, Scott Murphy

Summary:

This resolution authorizes the City Administrator to enter an agreement with Motorola Solutions, Inc. for a computer-aided dispatch system for the Northport Police Department. The cost of the system is \$288,190 for setup in the first year, then \$75,000 per year for the next four (4) years for a total of maintenance and subscription fees of \$588,190 for five (5) years.

Recommendation:

Approve this resolution authorizing the City Administrator to enter an agreement with Motorola for computer-aided dispatch system for Police Department

Funding Source/GL Code:

GL Code No. Amount: \$288,190.00

Motion for Consideration:

I move to approve this resolution authorizing the City Administrator to enter an agreement with Motorola Solutions, Inc. for a computer-aided dispatch system for the Police Department.

RESOLUTION NO. 23-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER AN AGREEMENT WITH MOTOROLA FOR COMPUTER AIDED DISPATCH SYSTEM

WHEREAS, Motorola Solutions, Inc. provides computer-aided dispatch products and services which are essential for public safety and law enforcement purposes; and

WHEREAS, the City of Northport wishes to utilize such products and services; and

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

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

1. The City Administrator or designee is hereby authorized to negotiate and execute an agreement with Motorola Systems, Inc. similar to the attached Exhibit A for computer-aided dispatch products and services at an approximate cost of \$288,190 for setup in the first year, then \$75,000 per year for the next four (4) years for a total cost of \$588,190 for five (5) years.
2. The City Administrator or designee is authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this resolution.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

RESOLVED AND DONE THIS _____ DAY OF _____, 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

APPROVED this the _____ day of _____ 2023.

Dr. John Hinton, Mayor

Exhibit A



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: July 24, 2023

SUBJECT: Resolution Authorizing Water Service Outside of City Limits for Property Located at 14752 Acker Road

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: Ron Davis

Summary:

Mr. Eric Davis has property located at 14752 Acker Road, that cannot presently be annexed into the city because the property is not contiguous. The address is outside of the city limits and outside of the planning jurisdiction. He is requesting city water service. The Municipal Code allows this with the majority consent of the city council. The staff recommends this access be allowed. Per city code, all costs of this connection would be paid by the applicant and not by the City. In addition, we are adding the requirement that if, in the future, the property can be annexed, that the property will be annexed into the city. If the property is not annexed, the City retains the right to terminate water services at that point.

Recommendation:

Approve

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to adopt the resolution authorizing water service outside of the city limits be provided to Mr. Eric Davis for property located at 14752 Acker Road, pursuant to the conditions in the resolution.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS FOR
PROPERTY LOCATED AT 14752 ACKER ROAD**

WHEREAS, Mr. Eric Davis, has property located at 14752 Acker Road, and has requested that he be allowed to obtain water from the City of Northport for this property; and

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

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

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

- 1) As allowed by Northport Municipal Code Section 74-237, the City Council hereby agrees to provide water service to the property located at 14752 Acker Road, Northport, AL, by majority vote of the City Council.
- 2) All costs of this connection shall be paid by the applicant and not by the City of Northport.
- 3) The applicant agrees that if at any time this property becomes contiguous to the city limits, that the property will be annexed in the City of Northport. If the applicant or future owner of this property refuses to annex into the city, then the City reserves the right to terminate water services to this property at that time.

RESOLVED AND DONE THIS _____ DAY _____ OF, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: July 24, 2023
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: July 24, 2023

SUBJECT: Resolution Authorizing the City Administrator to Execute a Construction Agreement with the State of Alabama for the MLK Improvements Project, Phase I (Bridge)

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 construction agreement with the State of Alabama for the MLK Improvements Project, Phase I (Bridge). The agreement is attached.

Recommendation:

Approval of this request

Funding Source/GL Code:

GL Code No. Amount: \$ 1,171,339.17

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute an agreement with the State of Alabama for the MLK Improvements Project, Phase I (Bridge).

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
CONSTRUCTION AGREEMENT WITH THE STATE OF ALABAMA
FOR PROJECT STPSU-6322(255)
MLK IMPROVEMENTS, PHASE I (BRIDGE)
PROJECT REFERENCE NUMBER 100074224**

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

1. That the City enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for: Bridge Improvements for Project STPSU-6322(255), Project Reference Number 100074224 for MLK Improvements, Phase I, in the City of Northport, which Agreement is before this Council.
2. That the Agreement be executed in the name of the City by its City Administrator, for and on its behalf.
3. That the Agreement be attested by City Clerk and the seal of the City affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Administrator/Clerk.

PASSED, ADOPTED, AND APPROVED this 24th day of July 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: July 24, 2023

Motion:

Second:

**CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
THE CITY OF NORTHPORT
Tuscaloosa County**

**Project No. STPSU-6322(255)
CPMS Ref# 100074224**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Northport, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the bridge replacement and approaches on CR-47 (Martin Luther King Blvd.) over Two Mile Creek (BIN 012143) from Red Bird Dr. to Park Court; Project# STPSU-6322(255); CPMS Ref# 100074224.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$4,685,356.68 Federal funds unless the Tuscaloosa Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Tuscaloosa Area sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the CITY from CITY funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Tuscaloosa Area Dedicated)	\$ 4,685,356.68
City Funds	\$ 1,171,339.17

TOTAL (Incl CE&I & Indirect Cost)	\$ 5,856,695.85

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved

by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of

bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Northport, Alabama

By: _____

City Clerk (Signature)

By: _____

As Mayor (Signature)

Type Name of Clerk

(AFFIX SEAL)

Type Name of Mayor

This agreement has been legally reviewed and approved as to form and content.

By: _____

William F. Patty,

Chief Counsel

RECOMMENDED FOR APPROVAL:

Wallace McAdory III, P.E.

Southwest Region Engineer

Bradley B. Lindsey, P.E.

State Local Transportation Engineer

Edward N. Austin, P. E.

Chief Engineer

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

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY

GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER_____

BE IT RESOLVED, by the City of Northport as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Bridge replacement and approaches on CR-47 (Martin Luther King Blvd.) over Two Mile Creek (BIN 012143) from Red Bird Dr. to Park Court; Project# STPSU-6322(255); CPMS Ref# 100074224.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Northport, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_____day of _____, 20____.

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 - 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 - 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H
Page 4

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

Page 5

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: July 24, 2023

SUBJECT: Resolution Authorizing the City Administrator to Execute a Right-of-Way Use Agreement with Billy's Sports Bar and Grill

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 Right-of-Way Use Agreement with Billy's Sports Bar and Grill. Documentation is attached.

Recommendation:

Approval of this request.

Funding Source/GL Code:

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

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a Right-of-Way Use Agreement with Billy's Sports Bar and Grill.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
RIGHT-OF-WAY USE AGREEMENT WITH BILLY’S SPORTS BAR AND GRILL**

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute a Right-of-Way Use Agreement with Billy’s Sports Bar and Grill; and,

WHEREAS, this Right-of-Way Use Agreement will pertain to Billy’s Sports Bar and Grill which is located at 430 Main Avenue; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to execute a Right-of-Way Use Agreement with Billy’s Sports Bar and Grill.

RESOLVED AND DONE THIS 24th DAY OF JULY 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: July 24, 2023

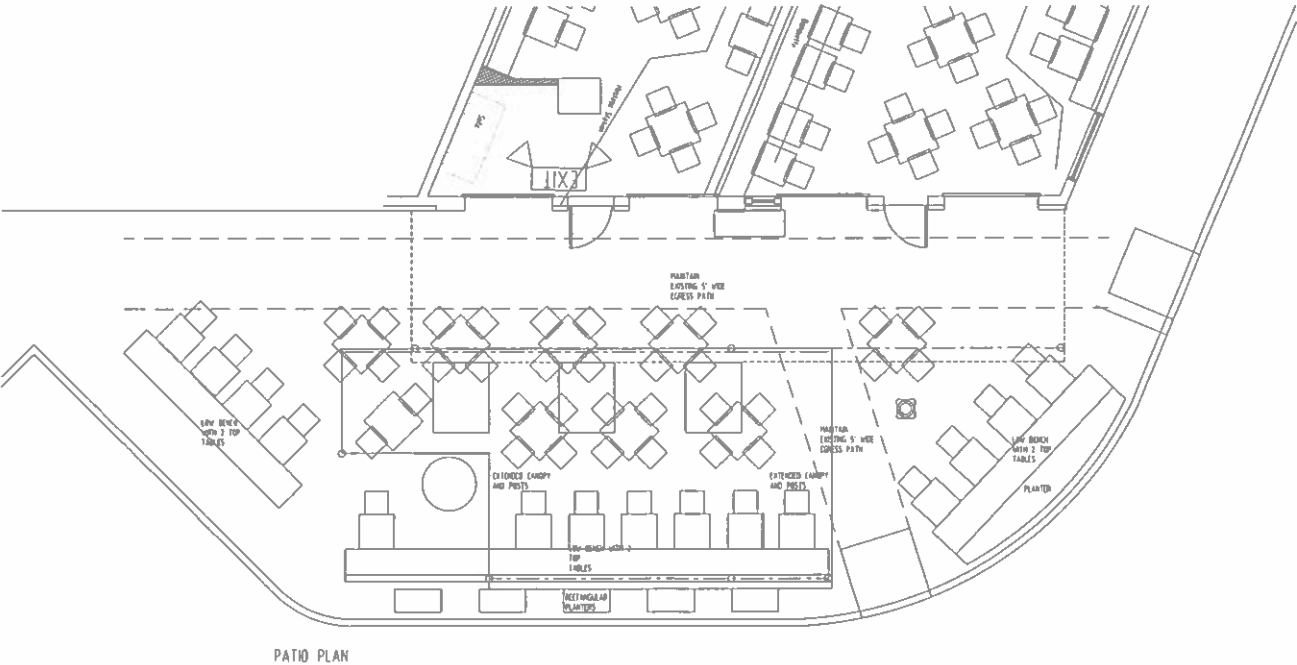
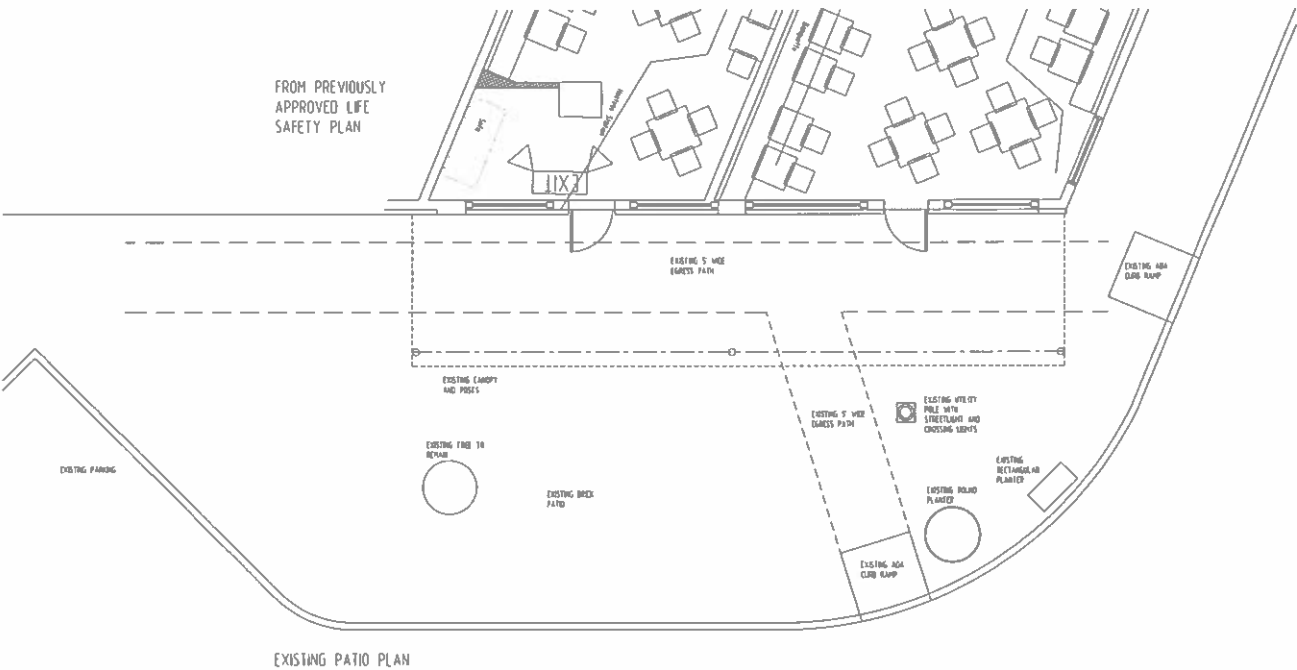
Motion:

Second:

BILLY'S PATIO IMPROVEMENTS

MARK BURNS ARCHITECTURE

FOR CITY OF NORTHPORT PLANNING APPROVAL



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

MUNICIPAL RIGHT OF WAY PERMIT TO BILLY'S SPORTS BAR & GRILL

This agreement for permission made the 24th day of July, 2023, between the City of Northport, a Municipal Corporation, hereinafter referred to as "City" or "Grantor", and Billy's Sports Bar & Grill hereinafter referred to as "Grantee".

The City hereby grants permission to Grantee to use the City's right-of-way for locating a canopy, at 430 Main Avenue, Northport, Alabama. The permissions granted pursuant to this permit shall be limited solely to the location and purposes as described above and shall not be construed as a franchise agreement to utilize the public right of way for commercial or business purposes. A depiction of the permitted area attached hereto as Exhibit "A".

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

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

6. Utilities. There may be utilities, such as power, gas, etc., located in the right-of-way. Therefore, the City grants permission to Grantee subject to the rights of any utility companies, franchises, or other utilities, including the City itself, which may now or in the future utilize City of Northport's right-of-way. Grantee shall be responsible for determining the location of all utilities and for any damages to the same as may occur as a result of Grantee's activities. Furthermore, Grantee accepts responsibility for any costs incurred in connection with the repair, maintenance or replacement of any utilities affected by the issuance of this permit.
7. Laws and Regulations. Grantee agrees, to and shall at all times, comply with all applicable federal, state and local laws and regulations.
8. Indemnity. Grantee agrees to be solely responsible for the safety and welfare of its members and those persons participating with them, and for the general public, in or about the permitted area in relation to this permit. Further, Grantee agrees and does hereby forever release, indemnify and hold harmless the City of Northport, its officers, agents and employees, of and from any and all demands, claims, suits, judgments and/or damages of any sort, including, but not limited to, property damage, personal injury and/or death arising out of or in any way related to any activity or conduct pursuant to this permit.
9. No Personal Liability of Public Official. In carrying out any of the provisions hereof in exercising any authority granted by the permit, there will be no personal liability upon any public official.
10. Non-Discrimination. The Grantee shall not discriminate against any person because of race, color, sex, age, disability, religion or national origin, and shall further comply with all pertinent local, state and federal laws and regulations.
11. Non-Assignable. This permit is non-renewable, non-transferable, non-assignable and issued to the Grantee solely for the purpose(s) stated herein. This permit shall not be construed against the party who drafted it.
12. Covenant to Run with Premises. Grantee does hereby agree that the conditions herein imposed upon Grantee shall be as and for a covenant running with the premises and shall be binding on the Grantee until such time as the City terminates this permit or until a new permit is issued to a new or subsequent Grantee. In the event that Grantee seeks to negotiate and or completes the sale or conveyance the property located at 430 Main Avenue, Northport, AL, it shall be responsibility of the Grantee to provide notice to any party or entity acquiring title to 430 Main Avenue, Northport, AL of the existence of this permit and the responsibilities associated thereto. Until such time as the City either terminates this permit or issues a new permit to a subsequent Grantee, Grantee shall be responsible and bound by all terms of this permit.

13. MISCELLANEOUS:

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

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That it has full power and capacity to obtain this permit and to perform the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, Grantee has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this permit and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- D. That Grantee has duly authorized and empowered a representative to execute this permit on their respective behalf and the execution of this permit by such representative fully and completely binds the Party to the terms and conditions hereof.
- E. That absent fraud, the execution of this permit by a representative of the Grantee shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent Grantee is a partnership, limited liability company or joint venture, the execution of this permit by any member thereof shall bind the Grantee and to the extent that the execution of the permit is limited to a manager, managing partner or specific member then the person so executing this permit is duly authorized to act in such capacity for the Grantee.
- F. That Grantee represents and warrants to the City that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon its ability to perform pursuant to the terms and conditions of this permit.
- G. That Grantee has obtained any and all required license, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this permit.
- H. This permit constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - (1) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights;
 - (2) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
- I. Neither party will enter into any agreement to do anything prohibited in this permit or

enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.

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

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

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

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

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

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

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

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

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

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

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

Governing Laws: The laws of the State of Alabama shall govern the validity of this permit, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement

of its terms, and all other matters relating to this permit.

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

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

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

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

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

Executed on this the _____ day of _____, 2023.

Billy's Sports Bar & Grill

By: _____

Its: _____

**CITY OF NORTHPORT, A Municipal
Corporation**

By: _____
Glenda D. Webb, City Administrator of the
City of Northport

ATTEST:



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: July 24, 2023

SUBJECT: Resolution Authorizing the City Administrator to Execute an Agreement with ST Bunn Construction Co., Inc. for Speed Tables and Striping on 30th Street

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting that the City Council authorize the City Administrator to execute an agreement with ST Bunn Construction Co., Inc. to place two speed tables and striping on 30th Street. The fiscal impact to the City will be \$11,200.00. An email proposal is attached.

Recommendation:

Approval of this request

Funding Source/GL Code:

GL Code No. Amount: \$ 11,200.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute an agreement with ST Bunn Construction Co., Inc. to place two speed tables and striping on 30th Street.

RESOLUTION NO. 23-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH ST BUNN CONSTRUCTION CO., INC FOR SPEED TABLES AND STRIPING ON 30TH STREET

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute an agreement with ST Bunn Construction Co., Inc. to place two speed tables and striping on 30th Street; and,

WHEREAS, the total for the speed tables and striping will be \$11,200.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized to execute an agreement with ST Bunn Construction Co., Inc. to place two speed tables and striping on 30th Street. The total for the speed tables and striping will be \$11,200.00.

RESOLVED AND DONE THIS 24th DAY OF JULY 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: July 24, 2023

Motion:

Second:

From: [Taylor Davis](#)
To: [Holly E. Phillips](#)
Subject: RE: 30th Street Speed Tables
Date: Monday, May 15, 2023 8:47:33 AM
Attachments: [image001.png](#)

Holly,

The speed table and associated striping would cost \$5,600.00 per each.

If you need anything else, feel free to give me a call.

Thanks,

Taylor Davis
Vice President Preconstruction/Administration
ST Bunn Construction Co., Inc.
611 Helen Keller Blvd.
Tuscaloosa, Alabama 35404
205-752-8195 Office
205-792-1749 Cell
205-349-4288 Fax
tdavis@stbunn.com

From: Holly E. Phillips <hphillips@cityofnorthport.org>
Sent: Tuesday, May 2, 2023 2:03 PM
To: Taylor Davis <taylor.davis@stbunn.com>
Subject: RE: 30th Street Speed Tables

Thank you so much!

Holly E. Phillips, P.E.
Engineering Department
City of Northport
205-339-7000
hphillips@cityofnorthport.org

From: Taylor Davis <taylor.davis@stbunn.com>
Sent: Tuesday, May 2, 2023 1:20 PM
To: Holly E. Phillips <hphillips@cityofnorthport.org>
Subject: RE: 30th Street Speed Tables

Holly,

I'll work you up something.

Thanks,

Taylor Davis
Vice President Preconstruction/Administration
ST Bunn Construction Co., Inc.
611 Helen Keller Blvd.
Tuscaloosa, Alabama 35404
205-752-8195 Office
205-792-1749 Cell
205-349-4288 Fax
tdavis@stbunn.com

From: Holly E. Phillips <hphillips@cityofnorthport.org>

Sent: Tuesday, May 2, 2023 12:55 PM

To: Taylor Davis <taylor.davis@stbunn.com>

Subject: 30th Street Speed Tables

Good afternoon,

We are working on getting two new speed bumps installed on 30th Street between Main Avenue and 26th Avenue in Northport. Would you be able to get me a price together to install the speed bumps and associated striping? I have included a standard detail of what we need. I was trying to get quotes in by May 17th. If I need to reach out to someone else please let me know. I'd be happy to answer any additional questions if you have any.



Thank you,

Holly E. Phillips, P.E.
Engineering Department
City of Northport
205-339-7000
hphillips@cityofnorthport.org



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: July 24, 2023

SUBJECT: Resolution Authorizing Application to the State of Alabama Law Enforcement Agency for the Homeland Security Grant

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 application to the State of Alabama Law Enforcement Agency for the Homeland Security Grant for fiscal year 2023. The amount of the grant will be \$354,600 with no required match from the City.

Recommendation:

Approval of this request

Funding Source/GL Code:

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

Motion for Consideration:

I move that the City Council authorize application to the State of Alabama Law Enforcement Agency for the Homeland Security Grant for fiscal year 2023.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING APPLICATION TO THE STATE OF ALABAMA LAW
ENFORCEMENT AGENCY FOR THE HOMELAND SECURITY GRANT**

WHEREAS, the State of Alabama Law Enforcement Agency is currently accepting applications for the Homeland Security Grant for fiscal year 2023; and,

WHEREAS, the Engineering department is requesting that the City Council authorize application for the Homeland Security Grant in the amount of \$354,600 with no required match from the City; and,

WHEREAS, the funds will be used for the purchase and installation of upgraded security measures at the City of Northport Wastewater Treatment Plant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the Engineering department is hereby authorized to apply for funding from the State of Alabama Law Enforcement Agency for the Homeland Security Grant for fiscal year 2023. The application amount will be \$354,600 with no required match from the City. The funds will be used for the purchase and installation of upgraded security measures at the City of Northport Wastewater Treatment Plant. The authorized grant representatives shall be authorized to submit any and all documentation related to the grant.

RESOLVED AND DONE THIS 24th DAY OF JULY 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: July 24, 2023

Motion:

Second:



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

AGENDA ITEM NO. 9.b.9.

MEETING DATE: July 24, 2023

SUBJECT: Resolution to Accept Conditional Grant Award, Recognize Plans to Join the National Fitness Campaign, and Fund an Outdoor Fitness Court and Community Wellness Initiative

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

The City of Northport has submitted a grant application to the National Fitness Campaign (NFC) to seek approval to participate in their nationwide initiative to install and activate outdoor Fitness Courts and a local healthy living campaign, joining over 500 municipalities and schools across the county, and has been selected by the NFC National Grant Committee for grant eligibility, and will conditionally accept a \$50,000 grant from the NFC Grant Committee and Statewide Partners, and endeavor to provide a local match in the estimated amount of up to \$200,000 to promote and implement a free-to-the-public outdoor Fitness Court in 2024 subject to local approvals and funding commitment, and recognizes grant eligibility requires meeting grant program requirement timeline milestone dates in order to confirm grant availability within the awarded campaign year, and after the development and approval of funding, the City of Northport will commit to construction and launch of the outdoor Fitness Court to support wellbeing across the community.

Recommendation:

Funding Source/GL Code:

Motion for Consideration:

I move to adopt the resolution accepting the National Fitness Campaign in the amount of \$50,000 and the matching funds currently estimated at up to \$200,000 will come from a combination of local dollars and sponsorship proceeds, the City of Northport will commit to encouraging healthy lifestyles in the community through the implementation and use of the affordable outdoor fitness court, and the authorized grant representatives can submit and execute and all documentation related to the grant.

RESOLUTION NO. 23-

**RESOLUTION TO ACCEPT CONDITIONAL GRANT AWARD, RECOGNIZE PLANS
TO JOIN THE NATIONAL FITNESS CAMPAIGN, AND FUND AN OUTDOOR
FITNESS COURT AND COMMUNITY WELLNESS INITIATIVE**

WHEREAS, the City of Northport has submitted a grant application to the National Fitness Campaign (NFC) to seek approval to participate in their nationwide initiative to install and activate outdoor Fitness Courts and a local healthy living campaign, joining over 500 municipalities and schools across the county, and;

WHEREAS, the City of Northport has been selected by the NFC National Grant Committee for grant eligibility, and will conditionally accept a \$50,000 grant from the NFC Grant Committee and Statewide Partners, and endeavor to provide a local match in the estimated amount of up to \$200,000 to promote and implement a free-to-the-public outdoor Fitness Court in 2024 subject to local approvals and funding commitment, and;

WHEREAS, the City of Northport recognizes grant eligibility requires meeting grant program requirement timeline milestone dates in order to confirm grant availability within the awarded campaign year, and;

WHEREAS, after the development and approval of funding, the City of Northport will commit to construction and launch of the outdoor Fitness Court to support wellbeing across the community.

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

1. The City of Northport is authorized to accept the National Fitness Campaign grant in the amount of \$50,000,
2. That the matching funds currently estimated at up to \$200,000 will come from a combination of local dollars and sponsorship proceeds,
3. That the City of Northport will commit to encouraging healthy lifestyles in the community through the implementation and use of the affordable outdoor fitness court, and,
4. That authorized grant representatives can submit and execute any and all documentation related to the grant.

RESOLVED AND DONE THIS 24th DAY OF JULY 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: July 24, 2023

Motion:

Second:



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: July 24, 2023

SUBJECT: Minutes, July 10th, 2023, Regular Meeting

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Whitney DuBose

Approved By: Glenda Webb

Summary:

The attached minutes are a written record or summary of the discussions, decisions, and actions taken during the July 10th, 2023, Council Meeting. They serve as an official documentation of what transpired during the meeting and provide a reference for attendees and those unable to attend.

Recommendation:

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

Approval of the Consent Agenda will approve the minutes from the July 10th Council Meeting.

The regular called Meeting of the Northport City Council convened at **5:30 p.m.** on **Monday, July 10, 2023**, at Northport City Hall, located at 3500 McFarland Blvd, Northport, AL, 35476, in the Council Chambers. The invocation was offered by Mayor Hogg and President Hogg led the assembly in the Pledge of Allegiance. Upon roll call, the following were found to be present: President Hogg, Pro Tem Bobo, Councilman Washington, Councilman Wiggins, and Councilwoman Dykes. Also present at tonight's meeting, Mayor Hinton and City Administrator Webb.

Mayor Hinton presented a proclamation to Mr. David Northington recognizing **Bama Exterminating** as July Business of the Month.

Motion by Councilman Wiggins, **Second** by Councilman Washington to **approve the agenda for the July 10, 2023, Council Agenda**. Roll call was as follows: Councilman Wiggins, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Mr. Zach Stone, 4908 Oak Way, Northport, AL 35473, began with thanking the Mayor and Council for allowing him to speak at tonight's meeting. Mr. Stone stated he felt after last Council meeting, he needed to come and speak to the Council. He said that Mayor and Council request citizens to follow the rules and be polite for making their voices heard but it does not feel as though Mayor and Council are holding themselves accountable to the same rules. He implored Mayor and Council to lead well and make the right decisions. He requested that Mayor and Council do right by the citizens and honor the citizens, vote against repealing Resolution 93-029.

Ms. Amy LeePard, 2315 7th Street, Northport, AL 35476, addressed the Council making them aware of all the signatures obtained on the petition repealing Resolution 93-029. She stated that 8 years ago the citizens spoke out against the park being developed for a Krispy Kreme. She feels the citizens are speaking out in a clear manner, showing their love for the park and well used places in the City. She revealed the only changes that have taken place in the last eight years for the citizens' attitude and feelings towards the park is that another generation of citizens have fallen in love with the park and as a gathering space. She feels there has been a tremendous amount of misleading information thrown around by the public and the Council on this matter. She stated it is a diversely used space, a gathering space for people of our community. It is a well-loved space. The people of Northport are asking that Mayor and Council to retain the space and retain it as a park. She also requested that Hasson Center, Kentuck Park, and Civitan Park to be retained as the City's park and community center.

Mr. Travis Clayton Moore, 11446 Forest Glen Blvd., Northport, AL 35475, addressed Mayor and Council with his opposition of repealing Resolution 93-029. Mr. Moore thanked Mayor and Council for allowing him to speak at tonight's meeting. He stated the community has become more divided over the sell of the Northport Community Center. Many citizens are reaching out to express their opposition in the sale of the community center. Mr. Moore gave a short summary of how the repeal of Resolution 93-029 can impact the Northport Community Center. Mr. Moore encouraged Mayor and Council to listen to their constituents and to please keep Resolution 93-029 in place.

Mr. Walter Poole, 3001 Paddlecreek Lane, Northport, AL, stated he was a decorated war veteran. 1. Mr. Poole has issues with the way decisions are made within the City of Northport. He stated that decisions should be made by public referendum, not by a group of 6 individuals who conform to those that donate to their campaigns.

Motion by Councilman Washington, **Second** by Councilman Wiggins to **adopt Permanent Resolution 23-126 repealing Resolution 93-029 requiring unanimous vote of the City Council and the Mayor's approval to sell certain city property being used for recreational purposed**. Roll call was as follows: Councilman Washington, Yes; Councilman Wiggins, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Pro Tem Bobo offered for a 1st Reading, Ordinance of Conditional Use of Approval for Outside Storage of Equipment located at 1786 Harper Road.

Councilman Washington offered for a 1st Reading, Ordinance to Reduce the Corporate Limits and Establish the Boundaries Located at 517 Martin Road East.

Councilwoman Dykes offered for a 1st Reading, Ordinance of Conditional Use Approval to Locate an Auto Service Station in a C-3 General Commercial Zoning District Located at 1200 Mitt Lary Road.

Councilman Wiggins offered for a 1st Reading, Amending Section 2-36 of the Northport Municipal Code Pertaining to Addressing the City Council.

Pro Tem Bobo offered for a 1st Reading, Permanent Resolution Authorizing the City Administrator to Execute a Deed Dedicating Certain Property at Right-of-Way and Temporary Construction Easement.

Motion by Pro Tem Bobo, Second by Councilman Washington to adopt Resolution 23-127 awarding a contract to Jackson Security Services for Security Upgrades at the Water Treatment Plant, and hereby authorize the City Administrator to execute the necessary documents to proceed with the contract. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Washington, Second by Councilman Wiggins to adopt Resolution 23-128 authorizing water service outside of city limits to be provided to Mr. Cameron Taylor for property located at 16202 Hwy. 171, to pursuant to the conditions in the resolution. Roll call was as follows: Councilman Washington, Yes; Councilman Wiggins, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, Second by Councilman Washington to adopt Resolution 23-129 ratifying the acceptance of the grant award from the Alabama Department of Environmental Management for the Alabama Recycling Fund grants in the amount of \$292,638.06 for the fiscal year 2024. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, Second by Councilman Washington to adopt Resolution 23-130 ratifying the acceptance of the grant award from the Department of Homeland Security for the Fiscal Year 2022 Assistance of Firefighters Grant, in the amount of \$658,326.00 with a \$59,847.88 match by the City. Roll call was as follows: Councilman Wiggins, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, Second by Councilman Washington to adopt Resolution 23-131 allocating the reallocation of \$25,000 from Grant Match funding to Educational Grants for the TCHS Jumbotron. Roll call was as follows: Councilman Wiggins, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Washington, Second by Councilman Wiggins to adopt Resolution 23-132 ratifying the acceptance of the grant award from the U.S. Department of Transportation of the Safe Streets for All grant in the amount of \$192,000 with a \$48,000 required match by the City. Roll call was as follows: Councilman Washington, Yes; Councilman Wiggins, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Washington, Second by Councilman Wiggins to adopt Resolution 23-133 authorizing the City Administrator to award bid to GFC Construction, Inc. for the Warrior Sports and Recreational Complex, Earthwork Stockpile Project, in the amount of \$410,806.53. Roll call was as follows: Councilman Washington, Yes; Councilman Wiggins, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Washington, **Second** by Councilman Wiggins to approve **the Consent Agenda for the July 10, 2023, Council Meeting as printed:**

CONSENT AGENDA

1. Minutes, June 19, 2023, Regular Meeting- Ms. Webb
2. Bill Listing- Ms. Webb
3. PO Requisition, Annual Website Hosting, CivicPlus, LLC., IT, \$56,761.56- Mr. Murphy
4. PO Requisition, New Pump for Upper Smooth Creek Pump Station, Hunnicutt, Inc., \$15,801.18- Mr. Webb
5. PO Requisition, PW Traffic Controller, Shell Mount, and EOS Software, Southern Lighting & Traffic Systems, \$7,700.00- Ms. Starnes
6. PO Requisition, APX 8000 Portable Radio, Motorola Solutions, \$10,511.61- Chief Burton
7. PO Requisition, Meal Reimbursement, Officer Brown, \$38.19- Chief Burton
8. PO Requisition, Meal Reimbursement, Lt. Glenn, \$90.84- Chief Burton
9. PO Requisition, Meal Reimbursement, Chief Burton, \$176.05- Chief Burton
10. PO Requisition, Mini Split Condenser, P & C Southern Solutions, \$6,101.66- Ms. Webb
11. PO Requisition, Utilities Employee Boots, Ervin’s Workwear and Boots, \$5,261.68- Mr. Webb

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

PUBLIC HEARINGS

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

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

There were no Public Hearings for the Planning & Inspection Department.

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

CITY ADMINISTRATOR’S BUSINESS

City Administrator Webb reminded everyone of the Groove & Grub taking this Thursday, July 13 from 6:00-9:00 pm at the Riverside Track. DCH will be joining us offering Free Health Screens with Tuscaloosa One Place.

MAYOR AND COUNCIL MEMBER’S BUSINESS

Mayor Hinton, Mayor Hinton thanked Savannah Nelson for her outstanding work helping the City secure over 1 million dollars in grants.

Pro Tem Bobo, District 1- Councilwoman Bobo also thanked Ms. Savannah Nelson for her hard work in securing granting funding for the City of Northport. She also reminded everyone that Groove & Grub would be taking place on July 13th. She stated that if citizens have any specific concerns on potholes, in District 1, please email her.

Councilman Washington, District 2- Councilman Washington informed everyone the Ribbon Cutting for the Boys and Girls would take place on July 12th at the Hasson Center, 1513 12th Street. He also stated that right of way acquisition id beginning on MLK Blvd in Northport.

.

Councilman Wiggins, District 3- Councilman Wiggins announced the bid for the Watermelon Road would be hopefully begin within 90 days after July 28th.

Councilwoman Dykes, District 4- Councilwoman Dykes thanked everyone that has reached out over the last few weeks. She stated her appreciation for those that have reached out, whether those are for or against the park.

President Hogg, District 5- President Hogg had no official business for District 5. He reminded everyone that the Boys and Girls Club could really use donations if anyone feels led to donate.

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

There being no further business to come before the Council, the meeting was adjourned at 6:08 p.m.

Jeff Hogg, President

ATTEST:

Glenda D. Webb, City Administrator



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

AGENDA ITEM NO. 9.c.2.
MEETING DATE: July 24, 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:

Recommendation:

Funding Source/GL Code:

Motion for Consideration:

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



City of Northport

Expense Approval Report

By (None)

Payment Dates 7/6/2023 - 7/19/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Price Construction Company Ic. Proj 20-10-01210.00 Inv 1		07/13/2023	Downtown Streetscape Impro...	440,521.40
				440,521.40
Department: 13 - Mayor & City Council				
Verizon	9937967892	07/13/2023	423469999-00001	49.29
Tuscaloosa County High School	INV0020033	07/07/2023	Volleyball	150.00
Department 13 - Mayor & City Council Total:				199.29
Department: 15 - Administrative				
U.S. Postal Service	INV0020030	07/07/2023	Postage by Phone	20.76
Black Warrior Surveying LLC	23-0517	07/07/2023	annexation parcel survey	2,500.00
Chamber of Commerce of We...	63666	07/07/2023	State of Community Table Sp...	375.00
Northport Auto Supply Co. Inc.	100762691	07/07/2023	IT Veh. #8041 - battery	136.40
Verizon	9937967892	07/13/2023	423469999-00001	90.92
Stericycle Inc.	8004161371	07/07/2023	1000280675	125.83
Northport Auto Supply Co. Inc.	100764107	07/07/2023	City Hall Janitorial Truck #0139..	142.30
Chamber of Commerce of We...	63734	07/07/2023	Transportation Summit Spons...	300.00
Ander's Hardware Co. Inc.	N1206848	07/07/2023	City Hall - repair to RTU #8	17.98
Kathryn D Adams	INV0020036	07/13/2023	Groove & Grub Entertainment...	600.00
Big Dawg Entertainment LLC	INV0020037	07/13/2023	Groove & Grub Entertainment...	300.00
NimiwariMusic LLC	INV0020038	07/13/2023	Groove & Grub Entertainment...	300.00
D2 Line Dancing	INV0020039	07/13/2023	Groove & Grub Entertainment...	300.00
One Source Office Products LLC	OE-QT-5701-2	07/07/2023	One Source-Pine Sol	48.42
One Source Office Products LLC	OE-QT-5701-2	07/07/2023	One Source- Glade Plug in refill	80.00
One Source Office Products LLC	OE-QT-5701-2	07/07/2023	One Source- 614 Paper Towels	392.76
Moore Petroleum Co. Inc.	2318101b	07/13/2023	01-000101	577.52
Price Construction Company Ic. Proj 20-10-01210.00 Inv 1		07/13/2023	Downtown Streetscape Impro...	81,427.57
Cintas	4160315650	07/07/2023	Payer # 14353601	37.56
Cintas	4160315712	07/07/2023	Payer # 14353428	32.82
DP Holdings LLC	INV0020008	07/07/2023	Property Lease - July 2023	1,750.00
Cintas	4161142615	07/13/2023	PAYER # 14353601	37.56
Regions Bank	INV0020060	07/13/2023	2016 GF Series - July 2023	78,650.00
Regions Bank	INV0020063	07/13/2023	2021 B Warrants - July 2023	48,565.29
Department 15 - Administrative Total:				216,808.69
Department: 16 - Legal				
U.S. Postal Service	INV0020030	07/07/2023	Postage by Phone	5.04
Verizon	9937967892	07/13/2023	423469999-00001	48.60
Mary Virginia Buck	INV0020013	07/07/2023	Retainer Services - July 2023	350.00
Gilmore Rowley Crissey & Wil...	15187	07/07/2023	Outsourced Legal - Title Sum...	975.00
Department 16 - Legal Total:				1,378.64
Department: 17 - Municipal Court				
U.S. Postal Service	INV0020030	07/07/2023	Postage by Phone	117.00
A T & T Mobility	287288439796X07062023	07/13/2023	287288439796	46.84
Moore Petroleum Co. Inc.	2318101b	07/13/2023	01-000101	126.24
Christopher Edward Allen	INV0020040	07/13/2023	Special Judge 6/30/23	875.00
District Attorney Restitution R...	INV0020051	07/13/2023	June 2023	1,248.15
Kristen Turner	INV0020053	07/13/2023	June 2023	1,456.00
The Parsons Firm PC	INV0020058	07/13/2023	June 2023	372.36
Alabama Comptroller's Office	INV0020045	07/13/2023	June 2023	40,612.45
Alabama Crime Victims Comp...	INV0020046	07/13/2023	June 2023	1,482.50
Alabama Impaired Driving Pre...	INV0020047	07/13/2023	June 2023	300.00
Alabama Interlock Indignet Fu...	INV0020048	07/13/2023	June 2023	102.00
Alabama Peace Officer's Annui...	INV0020049	07/13/2023	June 2023	3,090.00
Circuit Clerk's Judicial Adminis...	INV0020050	07/13/2023	June 2023	1,455.05
Highway Traffic Safety Fund	INV0020052	07/13/2023	June 2023	180.00

Expense Approval Report

Payment Dates: 7/6/2023 - 7/19/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Presiding Circuit Judges' Judici...	INV0020054	07/13/2023	June 2023	1,457.47
Solicitor's Fund	INV0020055	07/13/2023	June 2023	11,066.79
State Judicial Administration F...	INV0020056	07/13/2023	June 2023	6,027.56
The Citizenship Trust Fund	INV0020057	07/13/2023	June 2023	658.00
Krebs Law LLC	INV0020012	07/07/2023	Judicial Services - City Prosecu...	953.50
Krebs Law LLC	INV0020012	07/07/2023	Judicial Services - City Prosecu...	3,000.00
Paul W. Patterson II P.C.	INV0020014	07/07/2023	Judicial Services - Municipal J...	7,000.00
One Source Office Products LLC	OE-QT-5743-1	07/13/2023	SUPPLIES	596.49
One Source Office Products LLC	IN-15044	07/13/2023	SUPPLIES	615.00
Department 17 - Municipal Court Total:				82,838.40
Department: 22 - Information Technology				
CivicPlus LLC	260273	07/13/2023	CivicClerk Platform Dues	8,211.00
CivicPlus LLC	260310	07/13/2023	CivicEngage Main Website Du...	8,429.39
CivicPlus LLC	260314	07/13/2023	SeeClickFix Northport Connect...	30,802.42
CivicPlus LLC	260315	07/13/2023	CivicHR Platform Annual Dues	9,318.75
A T & T	8806920802	07/07/2023	831-000-7518 053	541.97
Comcast Cable	INV0020005	07/07/2023	5410 Hwy 69N 8396 90 014 0...	413.18
Comcast Cable	INV0020006	07/07/2023	5410 Hwy 69N 8396 90 014 0...	243.85
T-Mobile US Inc.	INV0020018	07/07/2023	976900299	110.59
Verizon	9937967892	07/13/2023	423469999-00001	120.03
A T & T Mobility	287288439796X07062023	07/13/2023	287288439796	54.80
Xerox Corporation	IN2280386	07/07/2023	Per Copy Charge 5/29-6/28/23	484.52
Peerless Network	26832	07/07/2023	CITYOFNO8441	2,589.60
Peerless Network	26933	07/07/2023	CITYOFNO4051	418.71
New Horizons Communication...	C72722	07/07/2023	CORP-779914	170.87
Spectrum Business	INV0020034	07/07/2023	4900 MITT LARY RD 8781 14 1...	175.50
Amazon Capital Services	1PGJ-H6MV-QYGY	07/13/2023	Marbero 88wh portable powe...	99.99
Department 22 - Information Technology Total:				62,185.17
Department: 25 - Finance				
U.S. Postal Service	INV0020030	07/07/2023	Postage by Phone	171.00
U.S. Postal Service	INV0020030	07/07/2023	Postage by Phone	624.90
Staples Business Advantage	7610269877-0-1	07/07/2023	FIN - Office Supplies	238.45
Office Depot	030344	07/07/2023	FIN - Chair	143.94
Department 25 - Finance Total:				1,178.29
Department: 26 - Human Resources				
U.S. Postal Service	INV0020030	07/07/2023	Postage by Phone	41.59
Department 26 - Human Resources Total:				41.59
Department: 28 - Planning & Inspections				
U.S. Postal Service	INV0020030	07/07/2023	Postage by Phone	583.80
Jarrold Milligan	23-000033	07/07/2023	Milligian Outdoor Service Inv ...	97.98
Verizon	9937967892	07/13/2023	423469999-00001	268.14
A T & T Mobility	287288439796X07062023	07/13/2023	287288439796	46.51
Northport Gazette The	INV0020002	07/07/2023	Legal Adv of Ord 2188 Orderin...	124.95
Department 28 - Planning & Inspections Total:				1,121.38
Department: 32 - Engineering				
U.S. Postal Service	INV0020030	07/07/2023	Postage by Phone	6.60
Kimley-Horn and Associates In...	014520006-0523	07/07/2023	ADA Transition Plan Update	3,846.00
Thompson Engineering Inc	230502712	07/07/2023	MLK Jr. Blvd. Improvements	7,195.67
Verizon	9937967892	07/13/2023	423469999-00001	177.91
Northport Gazette The	INV0020003	07/07/2023	Adv of Perm Resolution 23-11...	111.65
Cassady Company Inc The	Proj 22-121 Inv 9	07/07/2023	2022 Storm Sewer Assessment..	8,626.76
TTL Inc.	2126327	07/07/2023	Fee Proposal - Main Avenue St...	79,512.53
Kimley-Horn and Associates In...	014152005-0623	07/13/2023	Hydraulic Analysis of Mill Cree...	9,130.00
Department 32 - Engineering Total:				108,607.12
Department: 33 - Police				
U.S. Postal Service	INV0020030	07/07/2023	Postage by Phone	16.44
Northport Auto Supply Co. Inc.	100758024	07/07/2023	PD New Hummer - AC valve	41.35
Staples Business Advantage	7610708484-0-1	07/07/2023	Office Supplies	356.10

Expense Approval Report

Payment Dates: 7/6/2023 - 7/19/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Whitney Blake Strickland	20230801	07/07/2023	Use of Force Training Officer ...	1,200.00
Whitney Blake Strickland	20230801	07/07/2023	Use of Force Training Recertifi...	900.00
W.H. Thomas Oil	470686c	07/07/2023	PD - stock havoline synth 0w20	542.70
CDW Government LLC	KH72152	07/07/2023	Adobe license	98.12
Tuscaloosa Tire & Service Cen...	N283432	07/07/2023	PD #4900 - tire	145.84
Staples Business Advantage	7901581365-0-2	07/07/2023	Office supplies	114.29
Verizon	9937967892	07/13/2023	423469999-00001	17.64
Spire	INV0020017	07/07/2023	3721 26th Ave 1177523333	29.05
VC3 INC.	115746	07/13/2023	Desktop Back up	150.00
Gulf States Distributors Inc.	1447083-IN	07/07/2023	Baton and baton holders	774.00
A T & T Mobility	287288439796X07062023	07/13/2023	287288439796	2,446.13
Municipal & Commercial Unif...	402822	07/07/2023	Uniforms	85.00
Municipal & Commercial Unif...	402823	07/07/2023	Uniforms	85.00
Municipal & Commercial Unif...	402824	07/07/2023	Uniforms	42.50
Mobile Communications Amer...	6860000688-2	07/13/2023	Troubleshoot Unit 421	91.00
Amazon Capital Services	1X9V-6W1W-D9RK	07/07/2023	Car Wash Supplies	133.96
TSC Service & Supply Inc.	2556	07/07/2023	Cherry Blast Car Wash	183.80
Ander's Hardware Co. Inc.	N1207126	07/07/2023	PD - radio towers air filters	189.99
Moore Petroleum Co. Inc.	2318101b	07/13/2023	01-000101	7,633.39
Pro-Vision LLC	SMX-20221	07/07/2023	Invoice SMX-20221	3,250.00
Amazon Capital Services	1F9C-FG7K-PJ63	07/07/2023	Office Supplies	19.99
Motorola Solutions Inc.	8230417178	07/13/2023	AGENDA: Annual Motorola So...	17,539.75
USDA/APHIS/Wildlife Services	3004628814	07/13/2023	USDA Invoice 3004628814	749.54
State of Alabama	INV0020015	07/07/2023	Tower Lease - July 2023	500.00
Buford's Locksmith & Security ...	135636	07/13/2023	Blanket for keys	7.00
Amazon Capital Services	16DP-KDNT-N67J	07/13/2023	Replacement car charger and ...	60.00
Keith Carpenter	INV0020102	07/13/2023	AGEDNA: Meal Reimburseme...	32.90
Department 33 - Police Total:				37,435.48

Department: 35 - Fire

Sign Pro of Tuscaloosa LLC	104046	07/13/2023	Striping ans Re-Lettering St. 3 ...	879.48
Lowe's Home Centers Inc.	71864	07/07/2023	Air Hose - E4	20.75
Northport Auto Supply Co. Inc.	100760519	07/07/2023	FD R-4 - ball joints	187.07
Northport Auto Supply Co. Inc.	100760682	07/07/2023	FD R-4 - ball joint kit	106.28
Northport Auto Supply Co. Inc.	100762321	07/07/2023	FD Rescue Boat - battery	127.59
W.H. Thomas Oil	470686b	07/07/2023	FD - stock DEF 2.5 gallon	450.16
Atlas Welding Supply Co. Inc.	571665	07/07/2023	BLANKET - Refill oxygen, Misc ...	35.21
Atlas Welding Supply Co. Inc.	571665b	07/07/2023	BLANKET - Refill oxygen, Misc ...	108.74
Northport Auto Supply Co. Inc.	100763487	07/07/2023	FD #22 - heater hose	25.71
Spanky's Drain & Sewer Servic...	209171	07/13/2023	FS #1 - mop sink backing up	140.00
Spire	INV0020016	07/07/2023	1101 Martin Luther King Blvd ...	75.06
Spire	INV0020035	07/13/2023	5410 Hwy 69N 8439444444	149.81
Uline Inc.	165405075	07/07/2023	Locker Room Bench - St. 1	379.43
A T & T Mobility	287288439796X07062023	07/13/2023	287288439796	458.81
DCH Regional Medical Center	INV0020031	07/07/2023	Drugbox refill ENGINES	187.00
DCH Regional Medical Center	INV0020031	07/07/2023	Drugbox refill RESCUES	187.49
Moore Petroleum Co. Inc.	2318101b	07/13/2023	01-000101	1,578.08
Atlas Welding Supply Co. Inc.	573146	07/13/2023	BLANKET - Refill oxygen, Misc ...	69.72
WestMed Disposal Inc.	m6800	07/13/2023	Disposal of regulated medical...	150.00
Ameritire LLC	2-32843	07/07/2023	FD R-4 - alignment	129.95
Ander's Hardware Co. Inc.	N1207639	07/13/2023	FD #3 - air filters	53.88
Southland International Trucks..	03CI343006	07/13/2023	FD #1 - oil switch	89.64
Stivers Ford	U821	07/12/2023	*AGENDA* 2023 Ford PI AWD...	42,784.00
Tuskaloosa Lawn Equipment L...	227108	07/13/2023	Mower Blades - St. 4	45.00
Amazon Capital Services	1DQ3-RYDV-4XWH	07/13/2023	Batteries, Pens, Staplers	64.05
Department 35 - Fire Total:				48,482.91

Department: 37 - Public Works

Lowe's Home Centers Inc.	CM0000120	07/07/2023	Cash to Credit Unapplied	-69.60
Transportation South Inc.	82211P	07/13/2023	Asphalt Truck #5249 - heater ...	574.74
Staples Business Advantage	7609981524-0-2	07/07/2023	PW - clear acrylic sign holders ...	77.05
Transportation South Inc.	fc2304-a	07/13/2023	Finance Charge for PO 23-1747	25.86

Expense Approval Report

Payment Dates: 7/6/2023 - 7/19/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
ST Bunn Construction Co. Inc.	13040	07/13/2023	BLANKET - Asphalt	419.64
Northport Auto Supply Co. Inc.	100758023	07/07/2023	PW Shop - stock transmission f..	403.84
Lowe's Home Centers Inc.	901162	07/07/2023	Tools Credit Rec'd	155.58
Lowe's Home Centers Inc.	901167	07/07/2023	Credit Return PO 23-3038	-155.58
Northport Auto Supply Co. Inc.	100758589	07/07/2023	Recycling Truck #3937 - AC sea..	24.40
ST Bunn Construction Co. Inc.	13058	07/13/2023	BLANKET - Asphalt	564.72
ST Bunn Construction Co. Inc.	13064	07/13/2023	BLANKET - Asphalt for road re...	1,176.24
Tuscaloosa Farmers Cooperati...	1523158	07/07/2023	Inventory - mix seed erroision ...	120.00
Lowe's Home Centers Inc.	901325	07/07/2023	BLANKET - supplies for lean to	91.74
Lowe's Home Centers Inc.	901387	07/07/2023	BLANKET - supplies for lean to	53.09
Lowe's Home Centers Inc.	901428	07/07/2023	BLANKET - supplies for lean to	25.64
ST Bunn Construction Co. Inc.	13098	07/13/2023	BLANKET - Asphalt for road re...	265.20
Benton Sod Farm	759739	07/13/2023	Beautification - pallet of centi...	175.00
Thompson Tractor Co. Inc	SPI01300463	06/29/2023	ENCLOSURE, CREDIT REC'D	334.80
W.H. Thomas Oil	470686	07/07/2023	PW - stock tractor hyd. fluid	2,783.88
Thompson Tractor Co. Inc	CNR105544	06/29/2023	CREDIT PO 23-3292	-334.80
T-Mobile US Inc.	INV0020018	07/07/2023	976900299	1,028.77
Northport Auto Supply Co. Inc.	100762732	07/07/2023	pulley & belt	113.12
Northport Auto Supply Co. Inc.	100762733	07/07/2023	credit inv 100762732	-113.12
Ander's Hardware Co. Inc.	N1206356	07/07/2023	PW Shop Supplies - grease fitt...	6.45
Verizon	9937967892	07/13/2023	423469999-00001	555.38
Thompson Tractor Co. Inc	SPI01302782	06/29/2023	Inventory - cover for forklift	386.75
Lowe's Home Centers Inc.	02211	07/13/2023	BLANKET - Construction Emer...	39.39
ST Bunn Construction Co. Inc.	13120	07/13/2023	BLANKET - Asphalt for road re...	385.32
Thompson Tractor Co. Inc	CNR105803	06/29/2023	PO 23-3292	-386.75
Southland International Trucks..	03CI342420	07/07/2023	PW GT #6378 - wire connector	27.68
Cain Steel & Supply. Inc.	525210	07/07/2023	Inventory - 10' #5 5/8 rebar	145.00
Todd Shirley Grading Inc.	5517	07/07/2023	Construction - restock red dirt ..	2,128.00
Weathertech Distributing Co...	8072741-00	07/07/2023	Train Depot - AC repair	414.14
Keeling Company	S4354212.001	07/07/2023	1/2 rainbird barbs	93.75
Keeling Company	S4354212.001	07/07/2023	6 ft van rainbird nozzle	14.00
Keeling Company	S4354212.001	07/07/2023	tee blue barbs	8.27
Pearce Trucking Inc.	23688	07/13/2023	Construction - 825B Crusher R...	2,546.26
G & C Supply Co. Inc.	6912611	07/07/2023	36 x 36 flagger symbol	255.00
Lowe's Home Centers Inc.	80796	07/13/2023	6 ft fiberglass 250 lb capacity l...	207.22
Lowe's Home Centers Inc.	80796	07/13/2023	60 grit grinding wheel	29.79
Lowe's Home Centers Inc.	80796	07/13/2023	craftsman 296 piece mechanic...	350.55
Lowe's Home Centers Inc.	80796	07/13/2023	komelon self lock 25 ft tape m...	8.53
Lowe's Home Centers Inc.	80796	07/13/2023	fluke 125 volt circuit tester	14.23
Lowe's Home Centers Inc.	80796	07/13/2023	dewalt 20 volt cordless recipr...	132.05
Lowe's Home Centers Inc.	80796	07/13/2023	dewalt 29 piece twist drill bit ...	56.98
Lowe's Home Centers Inc.	80796	07/13/2023	fluke 323 400 amp 600 volt cl...	113.05
Lowe's Home Centers Inc.	80796	07/13/2023	kobalt 8 lb sledgehammer	66.46
Lowe's Home Centers Inc.	80796	07/13/2023	scotch vinyl electric tape	66.30
Lowe's Home Centers Inc.	80796	07/13/2023	ideal wire connectors yellow ...	32.76
Southeast Crane & Hoist	SC138073	07/07/2023	PW - annual shop crane inspec...	885.71
Jarrold Milligan	23-000037	07/13/2023	Buckhead Drainage Maintena...	1,649.00
Moore Petroleum Co. Inc.	2318101b	07/13/2023	01-000101	7,651.32
Video Industrial Services Inc.	47368	07/13/2023	APPROVED 3.20.23 - pipe reh...	64,065.00
Video Industrial Services Inc.	47369	07/13/2023	APPROVED 3.20.23 - pipe reh...	17,930.00
Video Industrial Services Inc.	47371	07/13/2023	APPROVED 3.20.23 - pipe reh...	44,705.00
Video Industrial Services Inc.	47372	07/13/2023	APPROVED 3.20.23 - pipe reh...	29,035.00
Atlas Welding Supply Co. Inc.	573147	07/13/2023	BLANKET - monthly nitrogen f...	13.15
G & C Supply Co. Inc.	6912860	07/07/2023	ROW - safety cones	808.50
G & C Supply Co. Inc.	6912861	07/07/2023	black sheeting	98.00
Building Specialties Co. Inc.	71220890	07/07/2023	AGENDA 4.17.23 - Re-Keying C...	13,992.00
Waste Connections of Alabam...	843	07/13/2023	6085-1018	18,480.00
Black Warrior Solid Waste	20230701-0223-10050	07/07/2023	Acct #34	20,753.60
Lowe's Home Centers Inc.	01194c	07/07/2023	BLANKET - Construction Emer...	19.94
Cintas	4160318141	07/13/2023	Payer # 14385499	804.93

Expense Approval Report

Payment Dates: 7/6/2023 - 7/19/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Ellison's Tree Service	509	07/07/2023	Beautification - cutting & rem...	3,500.00
Lowe's Home Centers Inc.	12159	07/13/2023	ideal ruff grip 200 ft fiberglass ...	228.86
Lowe's Home Centers Inc.	27278	07/07/2023	Inventory - side grinder for co...	170.05
Lowe's Home Centers Inc.	83668	07/13/2023	Credit PO 23-3401	-385.60
Temple Inc.	INV0231600	07/13/2023	Traffic - HILT 9000 kit handhel...	3,088.00
Lowe's Home Centers Inc.	13219	07/13/2023	dewalt 20v max brushless 4-t...	284.06
Lowe's Home Centers Inc.	13219	07/13/2023	kobalt 13 piece impact socket ...	47.48
Ferguson Enterprises LLC	1492178	07/13/2023	Inventory - manhole covers & l...	2,353.56
Ander's Hardware Co. Inc.	N1207769	07/13/2023	Shirley House - repair water li...	2.99
Thompson Tractor Co. Inc.	SPI01308611	07/13/2023	PO 23-3350	386.75
Brown's Greenhouse's Inc.	00384a	07/13/2023	vinca flats	10.50
Brown's Greenhouse's Inc.	00384b	07/13/2023	Beautification - vinca flats 36 ...	49.50
Lowe's Home Centers Inc.	20787	07/13/2023	BLANKET - Construction Emer...	37.26
Amazon Capital Services	1JLH-LVCM-F1WK	07/13/2023	PW ROW - cases and screen p...	84.31
Cintas	4161146492	07/13/2023	Payer # 14385499	636.26
Video Industrial Services Inc.	47424	07/13/2023	Video Inspection of all pipes f...	2,500.00
TBEI - Ox Bodies	FA00113472	07/13/2023	KBoom #7262 - tarp	1,730.00
TBEI - Ox Bodies	FA00113472b	07/13/2023	PW KBooms #7261 & #7262 - ...	766.00
Department 37 - Public Works Total:				251,817.90

Department: 39 - Utilities

Moore Petroleum Co. Inc.	2310501b	07/07/2023	1-000100	3,900.57
U.S. Postal Service	INV0020030	07/07/2023	Postage by Phone	32.64
U.S. Postal Service	INV0020030	07/07/2023	Postage by Phone	83.34
Cintas	1903963501	07/07/2023	AGENDA (5/1/23) - T-Shirts & ...	5,641.75
Carmeuse Lime & Stone Inc.	94822360	07/07/2023	Council Approved - Hydrated L...	3,701.12
Cassady Company Inc The	Proj 19-105 Inv 14	07/07/2023	Council Approved - PS #3 Dra...	534.17
Cassady Company Inc The	Proj 20-135 Inv 22	07/07/2023	Council Approved - Hwy 82 PS...	858.75
Cassady Company Inc The	Proj 20-139 Inv 3	07/07/2023	Council Approved - Jackson Tr...	3,250.00
Cassady Company Inc The	Proj 20-140 Inv 25	07/07/2023	Council Approved - Eng. Servi...	5,272.34
Cassady Company Inc The	Proj 21-139 Inv 10	07/07/2023	Council Approved - Eng. Servi...	31,500.00
Krebs Engineering Inc.	Proj 21050 Inv 8	07/07/2023	Council Approved - WWTP Slu...	63,600.00
Krebs Engineering Inc.	Proj 22031 Inv 7	07/07/2023	Council Approved - Prof Eng S...	16,186.50
Krebs Engineering Inc.	Proj 22033.08 Inv 3	07/07/2023	Council Approved - Prof Eng S...	681.66
Krebs Engineering Inc.	Proj 23016 Inv 3	07/07/2023	Council Approved - WWTP Out...	9,100.00
Riverside Feed & Seed	50	07/13/2023	Bifen Spider Spray Mix for W...	46.20
Staples Business Advantage	7377262423-0-1	07/07/2023	Office Supplies for WTP	165.92
Staples Business Advantage	7377262423-0-1	07/07/2023	Office Supplies for WTP	35.16
Staples Business Advantage	7377262423-0-1	07/07/2023	Office Supplies for WTP	10.32
Staples Business Advantage	7377262423-0-1	07/07/2023	Office Supplies for WTP	9.92
Staples Business Advantage	7377262423-0-1	07/07/2023	Office Supplies for WTP	7.84
Staples Business Advantage	7377262423-0-1	07/07/2023	Office Supplies for WTP	8.09
Staples Business Advantage	7377262423-0-1	07/07/2023	Office Supplies for WTP	8.28
Staples Business Advantage	7377262423-0-1	07/07/2023	Office Supplies for WTP	6.02
Staples Business Advantage	7377262423-0-1	07/07/2023	Office Supplies for WTP	4.96
Staples Business Advantage	7377262423-0-1	07/07/2023	Office Supplies for WTP	7.65
Staples Business Advantage	7377416173-0-1	07/07/2023	Office Supplies for Billing Office	3.15
Staples Business Advantage	7377416173-0-1	07/07/2023	Office Supplies for Billing Office	11.49
Staples Business Advantage	7377416173-0-1	07/07/2023	Office Supplies for Billing Office	21.00
Staples Business Advantage	7377416173-0-1	07/07/2023	Office Supplies for Billing Office	165.96
Staples Business Advantage	7377416173-0-1	07/07/2023	Office Supplies for Billing Office	204.70
Parkson Corporation	AR1/51037273	07/07/2023	Council Approved - Grit Bridge...	12,750.00
Parkson Corporation	AR1/51037274	07/07/2023	Council Approved - Grit Bridge...	32,553.00
Comcast Cable	INV0020007	07/07/2023	3950 3rd St S 8396 90 014 01...	286.04
T-Mobile US Inc.	INV0020018	07/07/2023	976900299	610.93
Verizon	9937967892	07/13/2023	423469999-00001	674.73
Lowe's Home Centers Inc.	02867	07/07/2023	Blanket - Misc. Maint. Materia...	68.33
Cintas	4159749221	07/07/2023	Payer # 14385564	112.82
Cintas	4159749498	07/07/2023	Payer # 14385434	322.88
One Call Services of Alabama ...	Sanitary Sewer Repair Inv 4	07/13/2023	Council Approved - Sanitary S...	16,781.75
Electric Motor Sales & Service ...	132539	07/07/2023	Motor for Aeration Blower &...	2,384.00

Expense Approval Report

Payment Dates: 7/6/2023 - 7/19/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Xerox Corporation	IN2280386	07/07/2023	Per Copy Charge 5/29-6/28/23	9.77
Xerox Corporation	IN2280386	07/07/2023	Per Copy Charge 5/29-6/28/23	77.24
Xerox Corporation	IN2280386	07/07/2023	Per Copy Charge 5/29-6/28/23	4.04
Hach	13640209	07/13/2023	Blanket - Lab Supplies for WTP	1,074.57
Cintas	4160037561	07/07/2023	Payer # 14385521	167.48
Southern Pipe & Supply	8134379-00	07/07/2023	2 1/2" NST x 3/4" Hose Adapt...	66.40
Southern Pipe & Supply	8134379-00	07/07/2023	3/4" x 3/4" Female Hose Swivel	10.30
Columbus Paper & Chemical	844443	07/07/2023	Rags	163.00
Columbus Paper & Chemical	844443	07/07/2023	Rags	163.00
Spectrum Business	0105104063023	07/07/2023	11405 Lary Lake Rd 8781 14 1...	89.99
Alabama 811	0623050	07/13/2023	Blanket - Monthly Locate Fees	365.93
Electric Machine Control Inc.	11362	07/13/2023	AGENDA (12/12/22) - SCADA ...	28,958.00
High Cotton	144544	07/07/2023	MONTHLY BILLING	9,712.64
Ferguson Enterprises LLC	1491920	07/13/2023	Curb Stop Key for WTP Truck	52.85
Moore Petroleum Co. Inc.	2318101	07/13/2023	1-000100	3,256.67
Pearce Trucking Inc.	23693a	07/13/2023	57 Stone	972.00
Pearce Trucking Inc.	23693b	07/13/2023	57 Stone	1,724.40
Southern Pipe & Supply	8166528-00	07/07/2023	Quikrete	207.90
New Horizons Communication...	C72722	07/07/2023	CORP-779914	157.10
Verizon	310000039098	07/13/2023	UT - GPS	483.70
Cintas	4160317903	07/07/2023	Payer # 14385564	112.82
Cintas	4160318015	07/07/2023	Payer # 14385434	322.88
Ellison's Tree Service	508	07/13/2023	Cutting Trees at WTP	3,500.00
Ander's Hardware Co. Inc.	N1207516	07/07/2023	BLANKET - Misc.. Supplies for...	5.21
Patrick's Wastewater Services ...	207	07/13/2023	Council Approved - Contract s...	660.00
Pace Analytical LLC	2320407008	07/13/2023	AGENDA - BLANKET - Testing ...	2,388.00
Power and Rubber Supply	3420002	07/13/2023	Replacement Exhaust Belts for...	45.68
Edko LLC	366486	07/13/2023	Sewer ROW Spraying	1,260.00
Northport Gazette The	INV0020044	07/13/2023	Ad for Bid for Jackson Trace Rd..	180.95
Ander's Hardware Co. Inc.	N1207557	07/07/2023	Blanket - Misc. Maintenance &..	37.12
Ander's Hardware Co. Inc.	N1207558	07/07/2023	Blanket - Misc. Maintenance &..	9.20
Turkey Creek Sand & Gravel In...	9821	07/13/2023	Drying Bed Sand for WWTP	1,737.06
Northport Auto Supply Co. Inc.	100766927	07/13/2023	2 Cycle Mix Oil	43.44
Winfield Tool & Equipment Re...	229483-0001	07/13/2023	Blanket - Equipment Rentals	198.25
Cintas	4160824094	07/13/2023	Payer # 14385521	167.48
The Ground Floor	48186	07/13/2023	Bermuda Sod	190.00
The Ground Floor	48186	07/13/2023	Centipede Sod	190.00
Joshua Taylor	INV0020032	07/07/2023	CDL Class A Reimbursement	68.90
USA BlueBook	INV00067297	07/13/2023	Gloves for WWTP	1,290.33
USA BlueBook	INV00067299	07/13/2023	Lab Supplies for WWTP	920.17
Alabama Dept of Environment...	INV0020041	07/13/2023	Grade IV Water Certification E...	975.00
Walmart	INV0020043	07/13/2023	Distilled Water for WTP	41.58
Cintas	4161146105	07/13/2023	payer # 14385564	110.32
Cintas	4161146245	07/13/2023	Payer # 14385434	322.88
Regions Bank	INV0020059	07/13/2023	2016 WS Series - July 2023	23,825.00
Regions Bank	INV0020061	07/13/2023	2021 A Warrants - July 2023	16,574.00
Regions Bank	INV0020062	07/13/2023	2021 A Warrants - July 2023	147,659.33

Department 39 - Utilities Total: 462,156.56

Department: 41 - Outside Agency Funding

Arts & Humanities Council of ...	INV0020004	07/07/2023	Quarterly Funding Payment - ...	20,000.00
Focus on Senior Citizens	INV0020009	07/07/2023	Quarterly Funding Payment - ...	7,500.00
Friends of Historic Northport	INV0020010	07/07/2023	Quarterly Funding Payment - ...	2,500.00
Kentuck Museum Association	INV0020011	07/07/2023	Quarterly Funding Payment - ...	18,750.00
Tuscaloosa County Industrial ...	INV0020019	07/07/2023	Quarterly Funding Payment - ...	7,500.00
Tuscaloosa County Park & Rec...	INV0020020	07/07/2023	Quarterly Funding Payment - ...	59,000.00
Tuscaloosa Metro Animal Shel...	INV0020021	07/07/2023	Animal Control Contract - July...	16,828.25
Tuscaloosa Public Library	INV0020022	07/07/2023	Quarterly Funding Payment - ...	31,250.00
Tuscaloosa Tourism & Sports ...	INV0020023	07/07/2023	Quarterly Funding Payment - ...	6,250.00
Warrior Baseball Association	INV0020024	07/07/2023	Quarterly Funding Payment - ...	6,250.00

Expense Approval Report

Payment Dates: 7/6/2023 - 7/19/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
West Alabama Food Bank	INV0020025	07/07/2023	Quarterly Funding Payment - ...	6,250.00
Department 41 - Outside Agency Funding Total:				182,078.25
Department: 45 - 2019 Additional Sales Tax				
Price Civil Services Inc.	Rice Mine Rd Drain Improv Inv...	07/07/2023	Rice Mine Rd. Storm Drainage...	476,156.30
Duncan Coker P.C.	Proj 22-136.3 Inv 6	07/07/2023	Rice Mine Rd. Storm Drainage...	12,554.00
TTL Inc.	2126374	07/13/2023	Downtown Streetscape II - TTL...	36,581.79
Tuscaloosa County High School	INV0020103	07/13/2023	TCHS Athleticis Jumbotron	25,000.00
Department 45 - 2019 Additional Sales Tax Total:				550,292.09
Grand Total:				2,447,143.16

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	1,892,488.36
08 - TCRIC FUND	7,195.67
22 - MUNICIPAL COURT JUDICAL ADMIN FUND	3,875.00
24 - 2019 Warrant Refinance-Streetscape	81,427.57
50 - WATER & SEWER FUND	445,582.56
51 - WATER & SEWER DEVELOPMENT FEES FUND	16,574.00
Grand Total:	2,447,143.16

Account Summary

Account Number	Account Name	Payment Amount
01-10152	Accounts Receivable-AL...	440,521.40
01-13-104-50245	Development Funds - Dis...	150.00
01-13-110-50312	Cell Phones	49.29
01-15-000-50100	Dues	675.00
01-15-000-50102	Postage	20.76
01-15-000-50175	Sundry Expense	125.83
01-15-000-50210	Professional Services	2,500.00
01-15-000-50226	Downtown Parking Lease	1,750.00
01-15-000-50250	Community Events	1,500.00
01-15-000-50312	Cell Phones	90.92
01-15-000-50356	Janitorial Supplies - City ...	521.18
01-15-000-50357	Janitorial Contracts - City...	107.94
01-15-000-50359	Fuel & Oil	577.52
01-15-000-50366	Maintenance & Repair - ...	278.70
01-15-000-50383	Repair - Facilities	17.98
01-15-600-70008	Series 2016 Warrants	78,650.00
01-15-600-70010	Series 2021 B Warrants	48,565.29
01-16-000-50102	Postage	5.04
01-16-000-50247	Outsourced Legal Servic...	1,325.00
01-16-000-50312	Cell Phones	48.60
01-17-000-50102	Postage	117.00
01-17-000-50105	Office Supplies	1,211.49
01-17-000-50312	Cell Phones	46.84
01-17-000-50359	Fuel & Oil	126.24
01-17-000-50373	Judicial Services - Court ...	7,953.50
01-17-000-50499	State & County Court Co...	69,508.33
01-22-000-50106	Office Equipment	484.52
01-22-000-50108	Equipment - Computers...	99.99
01-22-000-50312	Cell Phones	285.42
01-22-000-50344	Website - Design & Main...	56,761.56
01-22-000-50348	Utilities - Internet	4,553.68
01-25-000-50102	Postage	795.90
01-25-000-50105	Office Supplies	238.45
01-25-000-50107	Office Furniture	143.94
01-26-000-50102	Postage	41.59
01-28-000-50102	Postage - Admin	583.80
01-28-000-50112	Advertising - Admin	124.95
01-28-000-50312	Cell Phones	314.65
01-28-000-50436	Code Enforcement - We...	97.98
01-32-000-50102	Postage	6.60
01-32-000-50112	Advertising	111.65
01-32-000-50312	Cell Phones	177.91
01-32-600-80001	Infrastructure	12,976.00
01-32-600-81005	MPO - Main Avenue	79,512.53
01-32-600-81006	Corrogated Pipe/Sanitary..	8,626.76
01-33-000-50100	Dues	98.12
01-33-000-50102	Postage	16.44

Account Summary

Account Number	Account Name	Payment Amount
01-33-000-50105	Office Supplies	490.38
01-33-000-50106	Office Equipment	60.00
01-33-000-50111	Software - License & Ma...	3,400.00
01-33-000-50175	Sundry Expense	7.00
01-33-000-50283	Uniforms	212.50
01-33-000-50288	Uniform Accessories	774.00
01-33-000-50312	Cell Phones	2,463.77
01-33-000-50355	Communication System -...	500.00
01-33-000-50359	Fuel & Oil	8,176.09
01-33-000-50367	Maintenance & Repair - ...	278.19
01-33-000-50368	Maintenance & Repair - ...	189.99
01-33-000-50377	Supplies & Equipment - ...	317.76
01-33-000-50402	Training - Departmental	2,100.00
01-33-000-50406	Communication System -...	17,539.75
01-33-000-50422	Meals	32.90
01-33-000-50441	Beaver Control Contract ...	749.54
01-33-000-50522	Utilities - Natural Gas	29.05
01-35-210-50105	Office Supplies	64.05
01-35-210-50211	Professional Medical Ser...	150.00
01-35-210-50312	Cell Phones	458.81
01-35-210-50359	Fuel & Oil	2,028.24
01-35-210-50364	Lawn Care Supplies	45.00
01-35-210-50410	Maintenance & Repair - ...	115.35
01-35-210-50411	Maintenance & Repair - ...	423.30
01-35-210-50413	Maintenance & Repair - ...	879.48
01-35-210-50415	Maintenance & Repair - ...	127.59
01-35-210-50520	Utilities - Natural Gas	224.87
01-35-211-50279	Living Quarters Supplies -..	379.43
01-35-211-50380	Repairs - Station 1	140.00
01-35-213-50360	Maintenance - Station 3	53.88
01-35-218-50227	Equipment - Engine 4	20.75
01-35-221-50242	Medical Supplies - Engin...	365.46
01-35-223-50242	Medical Supplies - Rescue	222.70
01-35-600-80000	Equipment	42,784.00
01-37-310-50105	Office Supplies	77.05
01-37-310-50261	Contract Shirts & Pants	1,441.19
01-37-310-50307	Tree Trimming Services	3,500.00
01-37-310-50312	Cell Phones	1,668.46
01-37-310-50359	Fuel & Oil	10,435.20
01-37-310-50451	Solid Waste Authority C...	20,753.60
01-37-310-50458	Landfill - Advanced Disp...	18,480.00
01-37-311-50234	Supplies - Beautification	351.02
01-37-311-50387	Supplies - Community Ev...	-69.60
01-37-312-50221	Hand Tools - Construction	170.05
01-37-312-50234	Supplies - Construction	10,200.53
01-37-315-50221	Hand Tools - Rights of W...	0.00
01-37-315-50227	Equipment - Rights of W...	808.50
01-37-316-50234	Supplies - Shop	423.44
01-37-318-50360	Maintenance - Public W...	885.71
01-37-320-50380	Repairs - Garbage Trucks	27.68
01-37-321-50360	Maintenance - Heavy Eq...	386.75
01-37-322-50380	Repairs - Heavy Trucks	600.60
01-37-323-50380	Repairs - Trash Trucks	2,496.00
01-37-326-50360	Maintenance - Mowers ...	0.00
01-37-327-50360	Maintenance - Buckhead...	1,649.00
01-37-328-50221	Hand Tools - Traffic	4,464.70
01-37-328-50234	Supplies - Traffic	-25.98
01-37-328-50276	Street and Traffic Signs	255.00

Account Summary

Account Number	Account Name	Payment Amount
01-37-329-50360	Maintenance - Train De...	414.14
01-37-330-50360	Maintenance - Shirley Pl...	2.99
01-37-331-50380	Repairs - Recycling Trucks	24.40
01-37-600-80000	Equipment	172,397.47
01-41-000-50801	Tuscaloosa Public Library	31,250.00
01-41-000-50802	Kentuck Museum	18,750.00
01-41-000-50803	Metro Animal Shelter	16,828.25
01-41-000-50804	FOCUS	7,500.00
01-41-000-50805	Tuscaloosa County Indus...	7,500.00
01-41-000-50807	Friends of Historic North...	2,500.00
01-41-000-50808	Warrior Baseball	6,250.00
01-41-000-50809	Fine Arts Initiative - Arts ...	20,000.00
01-41-000-50810	Tuscaloosa County PARA	59,000.00
01-41-000-50813	Tuscaloosa Tourism & S...	6,250.00
01-41-000-50814	West Alabama Food Bank	6,250.00
01-45-000-54203	Educational Grants	25,000.00
01-45-000-54303	Drainage Study/Repair - ...	488,710.30
01-45-600-54201	Downtown Streetscape	36,581.79
08-32-600-81005	MLK Improvements Proj...	7,195.67
22-17-000-50373	Judicial Services	3,875.00
24-15-600-81000	Downtown Streetscaping	81,427.57
50-39-510-50102	Postage	32.64
50-39-510-50105	Office Supplies	245.53
50-39-510-50106	Office Equipment	9.77
50-39-510-50261	Contract Shirts and Pants	1,639.56
50-39-510-50289	Non-Uniform Shirts and ...	5,641.75
50-39-510-50305	Contract Services	1,025.93
50-39-510-50312	Cell Phones	1,285.66
50-39-510-50359	Fuel & Oil	7,157.24
50-39-510-50376	Service Contracts	483.70
50-39-510-50403	Training - Technical	1,043.90
50-39-510-50473	Inventory Supplies	120.14
50-39-510-50590	Utilities - Other	533.13
50-39-511-50102	Postage	83.34
50-39-511-50105	Office Supplies	406.30
50-39-511-50106	Office Equipment	77.24
50-39-511-50470	Billing Services	9,712.64
50-39-512-50106	Office Equipment	4.04
50-39-512-50300	Chemicals	3,701.12
50-39-512-50303	Janitorial Supplies	18.63
50-39-512-50313	Laboratory Supplies	1,116.15
50-39-512-50360	Maintenance	3,505.21
50-39-513-50309	Hand Tools and Equipm...	52.85
50-39-513-50313	Laboratory Supplies	920.17
50-39-513-50321	Safety Equipment	1,290.33
50-39-513-50336	Repairs	2,544.21
50-39-513-50360	Maintenance	1,783.38
50-39-513-50454	Testing & Professional S...	2,388.00
50-39-514-50430	Equipment Rental	198.25
50-39-514-50431	Construction & Repair S...	2,904.30
50-39-514-50473	Inventory Supplies	543.00
50-39-515-50473	Inventory Supplies	163.00
50-39-600-70008	Series 2016 Warrants	23,825.00
50-39-600-70010	Series 2021 A Warrants	147,659.33
50-39-600-81203	WTP Roof Rehab	681.66
50-39-600-81302	WWTP Outfall Enhance...	9,100.00
50-39-600-81308	WTP SCADA - Valve & Va...	28,958.00
50-39-600-81309	Sewer Expansion - Hwy ...	31,500.00

Account Summary

Account Number	Account Name	Payment Amount
50-39-600-81310	WWTP Headworks Grit P...	45,303.00
50-39-600-81406	Jackson Water Tank Reh...	3,430.95
50-39-600-81508	PS#2 Gravity Main/New...	858.75
50-39-600-81509	IN-Place Rehab - lines &...	22,588.26
50-39-600-81513	Utility Easement Clearing..	1,260.00
50-39-600-81601	ARPA WWTP - Sludge Pr...	63,600.00
50-39-600-81602	ARPA WTP Hypochroite/...	16,186.50
51-39-600-70010	Series 2021 A Warrants	16,574.00
Grand Total:		2,447,143.16

Project Account Summary

Project Account Key	Payment Amount
None	2,447,143.16
Grand Total:	2,447,143.16



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: July 24, 2023

SUBJECT: PO Request for Reimbursement of Paramedic School Costs to Nicholas Brown, \$6,048.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This is a Purchase Order Request to reimburse employee Nicholas Brown for costs incurred attending Paramedic School at Herzing College.

Nicholas Brown has completed and passed paramedic school. City is to pay up to the cost it would take to attend Paramedic school at Alabama Fire College.

Please see attached documents for further details regarding costs accumulated.

Recommendation:

Approve this PO Request

Funding Source/GL Code:

GL Code No. 01-35-210-50402 Amount: \$6,048.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6,048.00.

Last Name	First Name	Middle Name	Maiden/Formal Name

METHOD OF PAYMENT (If applicable)

☐ Cash

☐ Check (DL # & valid phone number must be listed on check)

☐ Money order

☐ Purchase order (copy of PO with details required upon registration)

☐ Credit card

AFC COSTS

Credit card information:

☐ American Express	Name on Credit Card		
☐ Discover			
☐ MasterCard	Credit Card Number		
☐ Visa			
	Expiration Date	Zip code	Phone Number
Company/Department		Address, City, State	

Updated 2/25/19

	In-State	Out-of-State	Please note:
Applied Anatomy & Physiology for the Paramedic	\$300	\$560	This course is required, however, students having previously taken this course can test-out of the course through the placement exam.
Paramedic Tuition	P1: \$1355 P2: \$1655 P3: \$1655	P1: \$2545 P2: \$3105 P3: \$3105	Must be paid at time of registration.
Clinical Insurance Fee	\$16	\$16	Must be paid at time of registration. Renews every January.
Drug Screen & Background Check	\$70	\$70	Paid directly to the screening agency, at the beginning of every semester.

SUPPLIES ARE AVAILABLE AT THE AFC BOOKSTORE. Prices listed are not included in tuition, are approximate, do not include tax, and are subject to change. Textbook must be the most current version. Students are also required to have: khaki pants, black leather belt, black non-porous shoes, stethoscope, pen light, safety vest, safety glasses, masks (3M), shears (blue).

In person: Alabama Fire College Bookstore, located on the main campus in Tuscaloosa
 By phone: 1(866)984-3545
 Online: www.afcbookstore.com

	Cost	Semester
AFC Crimson golf shirt with logo	\$44.50-46.50	1 st
Anatomy & Physiology for Emergency Care	\$129	1 st
Prehospital Emergency Pharmacology	\$105	1 st
Emergency Care in the Streets + Workbook	\$315 + \$147	1 st
Platinum Planner Skills Manager	\$85	1 st
Basic Arrhythmias	\$138	2 nd
International Trauma Life Support	\$78	3 rd

Highlighted cost will be reimbursed to Nicholas Brown.
 Total = \$6,048⁰⁰

Herzing College costs

Ledger Card

rpt_saLedgerCard.rpt
rhansel@herzing.edu

Sorted by: Campus, Term Start Date, Transaction Number

6/15/2023
1:35:34PM

Student Name **Brown, Nicholas G**

Balance \$ 0.00

Address 5317 Cambridge Dr
Northport, AL 35473

Student ID B20598910

Current Status Graduate

Program Version Diploma in Emergency Medical
Technician-Paramedic

Start Date 9/8/2021

LDA 12/21/2022

Graduation Date 12/21/2022

Date	Check/Ref	Enrollment	Term	Campus	Code	Pmt Per/Ay Pmt Per Start/End Dates	Description	Charges	Payments	Balance
------	-----------	------------	------	--------	------	---------------------------------------	-------------	---------	----------	---------

Birmingham - Herzing University

2021/09/08

9/20/2021	123456/FA 112771	2108BR9065 : Diploma in Em2213		BHM		PP1/Ay1	Direct Subsidized Loan 2021-22 9/8/2021-12/22/2021	1,732.00		(1,732.00)
9/20/2021	123456/FA 112771	2108BR9065 : Diploma in Em2213		BHM		PP1/Ay1	Direct Unsubsidized Loan 2021-22 9/8/2021-12/22/2021	1,108.00		(2,840.00)
9/21/2021	Auto - 092121	2108BR9065 : Diploma in Em2213		BHM	TUIT		Tuition	1,920.00		(920.00)
9/21/2021	Batch:9/21/2021	2108BR9065 : Diploma in Em2213		BHM	LEARNFEE		Learner Resource Fee	440.00		(480.00)
10/4/2021	6084	2108BR9065 : Diploma in Em2213		BHM			Stipend - DUS 2021-22		(480.00)	0.00

2021/09/08 Totals:

\$2,360.00

\$2,360.00

2022/01/10

1/20/2022	Auto - 012022	2108BR9065 : Diploma in Em2221		BHM	TUIT		Tuition	2,880.00		2,880.00
1/20/2022	123456/FA 114255	2108BR9065 : Diploma in Em2221		BHM		PP1/Ay1	Direct Subsidized Loan 2021-22 9/8/2021-12/22/2021	1,732.00		1,148.00

Ledger Card

6/15/2023
1:35:34PM

Student Name Brown, Nicholas G									
1/20/2022	123456/FA 114255	2108BR9065 : Diploma in Em2221	BHM	PP1/Ay1	Direct Unsubsidized Loan 2021-22		1,588.00	(440.00)	
9/8/2021-12/22/2021									
1/20/2022	Batch:1/20/2022	2108BR9065 : Diploma in Em2221	BHM	LEARNFEE	Learner Resource Fee	440.00		0.00	
2022/01/10 Totals:						\$3,320.00	\$3,320.00		
2022/05/09									
5/19/2022	Auto - 051922	2108BR9065 : Diploma in Em2222	BHM	TUIT	Tuition	3,600.00		3,600.00	
5/19/2022	123456/FA 115578	2108BR9065 : Diploma in Em2222	BHM	PP1/Ay2	Direct Subsidized Loan 2021-22		1,732.00	1,868.00	
5/9/2022-8/30/2022									
5/19/2022	123456/FA 115578	2108BR9065 : Diploma in Em2222	BHM	PP1/Ay2	Direct Unsubsidized Loan 2021-22		1,948.00	(80.00)	
5/9/2022-8/30/2022									
5/19/2022	Batch:5/19/2022	2108BR9065 : Diploma in Em2222	BHM	LEARNFEE	Learner Resource Fee	440.00		360.00	
2022/05/09 Totals:						\$4,040.00	\$3,680.00		
2022/09/07									
9/19/2022	Auto - 091922	2108BR9065 : Diploma in Em2223	BHM	TUIT	Tuition	2,880.00		3,240.00	
9/19/2022	123456/FA 116960	2108BR9065 : Diploma in Em2223	BHM	PP1/Ay2	Direct Subsidized Loan 2021-22		1,732.00	1,508.00	
5/9/2022-8/30/2022									
9/19/2022	123456/FA 116960	2108BR9065 : Diploma in Em2223	BHM	PP1/Ay2	Direct Unsubsidized Loan 2021-22		1,948.00	(440.00)	
5/9/2022-8/30/2022									
9/20/2022	Batch:9/20/2022	2108BR9065 : Diploma in Em2223	BHM	LEARNFEE	Learner Resource Fee	440.00		0.00	
2022/09/07 Totals:						\$3,320.00	\$3,680.00		
Birmingham - Herzing University Totals:						\$13,040.00	\$13,040.00		
Student Totals:						\$13,040.00	\$13,040.00		

Nicholas Brown pd

Agreement was to pay for cost of AFC total owed - \$6,048.00



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: July 24, 2023

SUBJECT: PO Request for hardware and software purchase for the Flex (Spillman) Nutanix cluster, CDWG, \$163,695.00 - IT

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests requisition approval to CDW-G for the purchase of hardware and software for the Flex (Spillman) Nutanix cluster. This is a project for our Public Safety departments that was approved in our 2023 Capital Improvements Project.

Recommendation:

Funding Source/GL Code:

GL Code No. 01-22-600-8000 Amount: \$163,695.00 Requisition No. 233695

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$163,695.00 to CDW-G.



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

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

SCOTT MURPHY,

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

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

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NJTV146	5/11/2023	NJTV146	4009475	\$163,695.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
NEW ITEM	3	NEW-ITEM	\$17,745.00	\$53,235.00
Mfg. Part#: NEW-ITEM				
DELL HARDWARE SUPPORT MAY EXCEED NUTANIX SOFTWARE SUPPORT. HARDWARE QUOTE ONLY. DOES NOT INCLUDE NUTANIX LICENSING				
3.5 Chassis				
SAS/SATA Backplane				
Dell EMC XC450 Core Base				
Nutanix OS for AHV 1.0				
Trusted Platform Module 2.0 V3				
4x3.5" (SAS/SATA) 2 CPU				
Intel Xeon Silver 4310 2.1G,				
12C/24T, 10.4GT/s, 18M Cache, Turbo,				
HT (120W) DDR4-2666				
Intel Xeon Silver 4310 2.1G,				
12C/24T, 10.4GT/s, 18M Cache, Turbo,				
HT (120W) DDR4-2666				
Additional Processor Selected				
Heatsink for CPU less than 185W				
Heatsink for CPU less than 185W				
Performance Optimized				
3200MT/s RDIMMs				
No RAID				
Dell HBA355i Controller Front				
Front PERC Mechanical Parts, front				
load				
XC450 Core-4 QR Label				
UEFI BIOS Boot Mode with GPT				
Partition				
High Performance Fan x7				
Dual, Fully Redundant(1+1), Hot-Plug				
Power Supply,1100W				
MM(ONLY FOR 100-240Vac) Titanium				
Riser Config 1, 2x16LP				
PowerEdge R450 Motherboard with				
Broadcom 5720 Dual Port 1Gb On-Board				
LOM, V4				
iDRAC9,Enterprise 15G				
Broadcom 57412 Dual Port 10GbE SFP+,				
OCP NIC 3.0				
Bezel, Standard, XC450				
BOSS Riser for R450/R650xs				
BOSS controller card + with 2 M.2				
Sticks 480GB (RAID 1)				
No Quick Sync				
iDRAC,Legacy Password				

QUOTE DETAILS (CONT.)

iDRAC Service Module (ISM), NOT Installed
iDRAC Group Manager, Enabled
A11 drop-in/stab-in Combo Rails
Without Cable Management Arm
Cable Management Arm
No Systems Documentation, No OpenManage DVD Kit
Dell EMC XC450 Core Ship
PowerEdge R450 x4, x10 Long Drive
Shipping Material PowerEdge INMETRO Label, BCC
PowerEdge 1U CCC Marking, No CE Marking
ProSupport Next Business Day Onsite
Service After Problem Diagnosis 2 Years Extended
ProSupport Next Business Day Onsite
Service After Problem Diagnosis 1 Year
ProSupport 7x24 Technical Support and Assistance 3 Years Dell Hardware Limited Warranty 1 Year
Dell Limited Hardware Warranty Extended Year(s)
Thank you choosing Dell ProSupport.
For tech support, visit
//www.dell.com/support or call
1-800- 945-3355
ProDeploy Dell Storage XC Series Appliance - Deployment Verification
ProDeploy Dell Storage XC Series Appliance - Deployment 32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8 (QTY 12)
3.84TB SSD SATA Read Intensive 6Gbps
512 2.5in Hot-plug AG Drive, 3.5in HYB CARR, 1 DWPD (QTY 2)
8TB 7.2K RPM SAS ISE 12Gbps 512e
3.5in Hard Drive (QTY 2)
No Power Cord
Optional Serial Card (COM)
Contract: MARKET

NUTANIX CLD INFRA NCI PRO LIC+SUP

72

6880250

\$1,215.00

\$87,480.00

Mfg. Part#: SW-NCI-PRO-PR
contract: SVAR_AL_L_Alabama NVP
Software_MA230000003
Electronic distribution - NO MEDIA
Contract: MARKET

Nutanix AOS Pro - Term License - 1 license

36

6501791

\$0.00

\$0.00

Mfg. Part#: TERM-MONTHS
contract: SVAR_AL_L_Alabama NVP
Software_MA230000003
Electronic distribution - NO MEDIA
Contract: MARKET

NUTANIX CLD MGMT NCM STARTER LIC+SUP

72

6880251

\$195.00

\$14,040.00

Mfg. Part#: SW-NCM-STR-PR
Contract: SVAR_AL_L_Alabama NVP
Software_MA230000003
Electronic distribution - NO MEDIA
Contract: MARKET

Nutanix AOS Pro - Term License - 1 license

36

6501791

\$0.00

\$0.00

Mfg. Part#: TERM-MONTHS
Contract: SVAR_AL_L_Alabama NVP
Software_MA230000003
Electronic distribution - NO MEDIA
Contract: MARKET

Nutanix Xpert Services Deployment Starter - deployment - for Nutanix HCI CI

3

6472035

\$2,980.00

\$8,940.00

Mfg. Part#: CNS-INF-A-SVC-DEP-STR

QUOTE DETAILS (CONT.)

Electronic distribution - NO MEDIA

Contract: MARKET

NUTANIX SELECTED REGION F CNSRES RES

3

6276276

\$0.00

\$0.00

Mfg. Part#: UNITED STATES

Contract: SVAR_AL_L_Alabama NVP

Software_MA230000003

Electronic distribution - NO MEDIA

Contract: MARKET

NUTANIX AHV HYPERVISOR

3

6444122

\$0.00

\$0.00

Mfg. Part#: AHV

Contract: SVAR_AL_L_Alabama NVP

Software_MA230000003

Electronic distribution - NO MEDIA

Contract: MARKET

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL \$163,695.00**SHIPPING** \$0.00**SALES TAX** \$0.00**GRAND TOTAL** **\$163,695.00****PURCHASER BILLING INFO****Billing Address:**

CITY OF NORTHPORT
ACCTS PAYABLE
PO BOX 569
NORTHPORT, AL 35476-0569
Phone: (205) 339-7000

Payment Terms: Net 30 Days-Govt State/Local**DELIVER TO****Shipping Address:**

CITY OF NORTHPORT
SCOTT MURPHY
3500 MCFARLAND BLVD
NORTHPORT, AL 35476-3181
Shipping Method: UPS Ground

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

**Sales Contact Info****Brian Krull** | (866) 537-4660 | briakru@cdwg.com**LEASE OPTIONS**

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$163,695.00	\$4,344.47/Month	\$163,695.00	\$5,030.35/Month

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

Why finance?

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

General Terms and Conditions:

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

Need Help?



My Account



Support



Call 800.800.4239

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

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: July 24, 2023

SUBJECT: Purchase Requisition, SCADA Software License Renewal/Upgrade, Electric Machine Control, Inc., \$10,931.31

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The requisition to Electric Machine Control, Inc, in the amount of \$10,931.31, is the annual renewal for the SCADA software license at the Wastewater Treatment Plant, and to add the Water Treatment Plant to the license.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-510-50111 Amount: \$10,931.31

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$10,931.31 to Electric Machine Control, Inc.



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: July 24, 2023

SUBJECT: Purchase Requisition, Mobile Read System, Empire Pipe & Supply, \$7,975.00

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 Empire Pipe & Supply, in the amount of \$7,975.00, is for a new meter read system to replace the current one, which is outdated. This includes a Toughbook Laptop, DMMR Radio, antenna, and case.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-514-60015 Amount: \$7,975.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$7,975.00 to Empire Pipe & Supply.

Customer:
Attn:



Date: 6-Jul-2023

Bid Date:
Time:

Job Name: Northport, AL
Location:

Engineer:

Qty.	Unit	Description	Price	Ext.
		Bid Item #1:		
1	EA	MOBILE READ SYSTEM 3G INSIDE PELICAN CASE; LAPTOP; DMMR	\$ 7,975.00	\$ 7,975.00

39-514-60015



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: July 24, 2023

SUBJECT: PO Requisition, Metro Jail Bill, Tuscaloosa County Commission, \$51,892.50

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Prepared By: Haley Abbett

Approved By: Gerald Burton

Summary:

The purchase requisition to Tuscaloosa County Commission in the amount of \$51,892.50. This is the cost to house prisoners April - June of 2023.

Recommendation:

That this request be passed.

Funding Source/GL Code:

GL Code No. 12-33-000-50233 Amount: \$51,892.50

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$51,892.50.



TUSCALOOSA COUNTY COMMISSION
P.O. BOX 20113
TUSCALOOSA AL 35402-0113

INVOICE

Invoice Date: 07/06/2023
Customer Number: 100-0000003-000
Invoice Number: 287
Amount Due: \$57,538.50

Amount Enclosed: _____

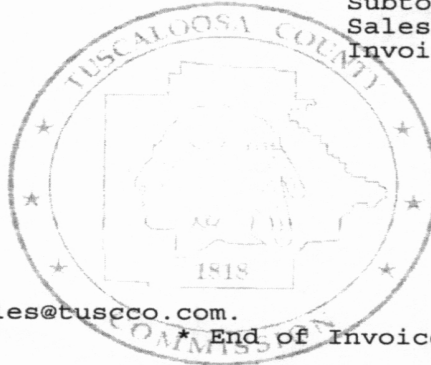
CITY OF NORTHPORT
PO BOX 569
NORTHPORT AL 35476

PLEASE DETACH TOP PORTION AND REMIT WITH PAYMENT

Invoice Date: 07/06/2023 Description: INMATE HOUSING

Reference to:

Date	Quantity	Unit Price	Description	Taxable	Extended Total
04/30/23	1.00000	14,052.50	Inmate Housing - Base Contract	N	\$14,052.50
04/30/23	1.00000	8,085.00	Inmate Housing - Overage	N	\$8,085.00
			INMATE HOUSING		
05/31/23	1.00000	14,052.50	Inmate Housing - Base Contract	N	\$14,052.50
06/30/23	1.00000	14,052.50	Inmate Housing - Base Contract	N	\$14,052.50
06/30/23	1.00000	1,650.00	Inmate Housing - Overage	N	\$1,650.00
			Inmate Housing - Overage		
Subtotal					\$51,892.50
Sales Tax					\$.00
Invoice Total					\$51,892.50



INQUIRIES Email receivables@tuscco.com.

* End of Customer Invoices * * End of Invoice *

MUNICIPALITY AND TOWN INMATE COUNT

CITY OF NORTHPORT

MONTHLY ALLOWANCE
TOTAL INMATES
OVERAGE

	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEP 2023	Annual Total
MONTHLY ALLOWANCE	248	240	248	248	224	248	240	248	240	248	248	240	
TOTAL INMATES	342	237	243	236	188	304	338	227	260	0	0	0	2,375
OVERAGE	94	(3)	(5)	(12)	(36)	56	98	(21)	20	(248)	(248)	(240)	

Base Contract Amount
Overage Rate: \$82.50
Total Amount Due

14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	
7,755.00	0.00	0.00	0.00	0.00	0.00	4,620.00	8,085.00	1,650.00	1,550.00				
21,807.50	14,052.50	14,052.50	14,052.50	14,052.50	14,052.50	18,672.50	22,137.50	14,052.50	15,702.50	14,052.50	14,052.50	14,052.50	190,740.00



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: July 24, 2023

SUBJECT: PO Requisition, Meal Reimbursement, Lt. Burgett, \$135.57

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 Lt. Burgett. Expenses occurred during Managing the FTO Program training June 4 - 7, 2023 in Jacksonville, FL.

Recommendation:

That this request be passed.

Funding Source/GL Code:

GL Code No. 01-33-000-50422 Amount: \$135.57

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$135.57.

Chuy's

Always Fun! Always Fresh!
4914 Town Center Parkway
Jacksonville, FL 32246
(904) 549-5061

TABLE# 33.1
SERVER 136/Nikki H
CHECK# 3726
***** TRANSACTION RECORD *****
Tran. : 19547 Table : 33.1
Check : 3726 Employee : 136
Terminal : 015 Device ID: 06
RRN: 578000000000

PRE-AUTH PURCHASE

XXXXXXXXXXXX8514
Visa Entry Method: Proximity

Amount USD \$8.86

Tip \$ 8.00

TOTAL \$ 16.86

06/05/2023 12:43:11 PM
00-001 065471
6/CCHUY088CC06

APPROVED 065471

No signature required

AID: A0000000031010
App Name: VISA DEBIT
TVR:0000000000 TSI: 0000

Customer Copy

Thank You For Dining!
Red Robin Gourmet Burgers
4586 Town Center Parkway
904-713-2300

Server: UNISSA 06/04/2023
Table 61/3 8:44 PM
Guests: 1 350018

BBQ BG 13.89

Subtotal 13.89

Tax 1.05

Total 14.94

VISA #XXXXXXXXXXXX8514 14.94

Tip 2.97

Total 17.91

Auth:006815

Want free stuff? Ask a Team Member about
joining our Red Robin Royalty program.

If you would like to contact us,
please visit:
redrobin.com/RestaurantFeedback

--- Check Closed ---

Customer Copy
R E P R I N T
Topgolf Jacksonville

TOPGOLF
10531 Brightman Blvd
Jacksonville, FL 32246

Current Batch: 06052023
Mon 6/5/2023 7:14:17 PM
Check 233-2 Tab 310/Glenn
William T.
Station UL Tee North

Cardholder agrees to pay TOTAL shown
hereon for goods & services rendered.

Visa XXXXXXXXXXXX8514
Approval AP081058

BASE \$42.47

TIP 7.00

TOTAL 49.47

Customer Copy

Topgolf pre authorizes each credit card
Guest acknowledges responsibility for
charges incurred.

Buffalo Wild Wings
Grill and Bar 0707
4594 Tropea Way
904-807-9565

Server: Lashawn
12:50 PM
Table 132/2

DOB: 06/06/2023
06/06/2023
5/50005

Sale

GW Visa
Card #*****8514
Card Entry Method: K

5242885

Approval: 031677

Amount: \$29.81

+ Tip: 5.00

= Total: 34.81

X MB

Suggested Tip is based on \$ 27.73
(18%) \$ 4.99
(20%) \$ 5.55
(22%) \$ 6.10

Customer Copy
(REPRINT)

* YOUR RECEIPT *
* THANK YOU *

13-17 06-04-2023
:655
DEPT 02 *16.52

SUBTTL *16.52

TOTAL *16.52
CASH *16.52

HAVE A NICE DAY
PLEASE COME AGAIN



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

AGENDA ITEM NO. 9.c.9.

MEETING DATE: July 24, 2023

SUBJECT: PO Requisition, Meal Reimbursement, Chief Burton, \$206.49

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Haley Abbett

Approved By: Gerald Burton

Summary:

This is a request for meal reimbursement for Chief Burton. Expenses occurred during the 2023 Traffic Symposium June 25 - 30, 2023 in Orlando, FL

Recommendation:

That this request be passed.

Funding Source/GL Code:

GL Code No. 01-33-000-50422 Amount: \$206.49

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$206.49.

HOUSE OF BLUES
ORLANDO
1490 East Buena Vista Drive
Lake Buena Vista, FL 32830
(407) 934-2583

EMPLOYEE : Ian

6/27/2023 9:36 PM

Check: CHK 4486
Table: 132/2
Server: 2073 Ian
Card Type: OPI Visa
Acct Num: XXXXXXXXXXXX9772
Auth Code: 116112

Amount : \$46.86

TIP _____

Round Up Subtotal for
Charity: _____

Total: _____

Signature: _____

RETAIN ONE COPY FOR YOUR RECORDS

Suggested Gratuity
Calculated on Total Before Discounts are
Applied

	Tip	Total
18% of sale:	\$7.92 =	\$54.78
20% of sale:	\$8.80 =	\$55.66
22% of sale:	\$9.68 =	\$55.54

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

Go to www.mcdvoice.com within 7 d
and tell us about your vis

Validation Code: _____

Expires 30 days after receipt

Valid at participating US McDonald's.

Survey Code:

39592-13140-62723-14222-00109-6

McDonald's Restaurant #39592

11195 S Chopka Vineland Rd

Orlando, FL 32836

TEL# 689-245-9973

KS# 1 06/27/2023 02:22 PM

Side _____ Order 14

1 Filet M-Lrg 10.29

L Sprite

Subtotal 10.29

Tax 0.67

Take-Out Total 10.96

Cashless 10.96

Change 0.00

MER# 973405

CARD ISSUER ACCOUNT#

Visa SALE *****9772

TRANSACTION AMOUNT 10.96

CHIP READ

AUTHORIZATION CODE - 034122

SEQ# 004422

AID: A0000000980840

JOIN OUR GREAT TEAM!!

STARTING WAGE \$14.00/hr

Hiring immediately for overnight

shifts between the hours of

10pm and 6am.

Text F11453 to 38000 to apply

Have A Nice Day!

0974

Server: NATALIA R
06/28/23 21:51Rec:533
T: 364 Term: 16THE CHEESECAKE FACTORY
11602 REGENCY VILLAGE DR
ORLANDO, FL 32821
()

MERCH ID: 372046994888 : 16
 PURCHASE USD \$31.84
 *****9772 Visa
 6/28/2023 9:51 PM
 AUTH: 129156 APPROVAL 000
 ENTRY: CHIP READ
 US DEBIT - A0000000900840
 AAC - A231F63792D6983E
 Mode: Issuer
 TVR: 8000108000
 IAD: 06011203218000
 TSI: 6800
 ARC: Z3

CHECK : 31.84

Gratuity Not Included
Suggested Gratuity:

22% TIP 7.60
 20% TIP 6.37
 18% TIP 5.73

TIP:

TOTAL:

31.84
 7.60
 39.44

--PLEASE LEAVE SIGNED COPY FOR SERVER!--

We'd love to hear about your visit!
www.ccfsurvey.com
 Enter this code within 5 days:
 323/-80042-21069

Guest Copy



HOUSE OF BLUES
 ORLANDO
 Have Blues Will Travel
 RESTAURANT & BAR

2073 Ian

CHK 4486 TBL 132/2
 GST 2
 6/27/2023 9:31 PM

1 Glass of Water 0.00
 1 Add - Southern Salad 5.00
 /As App
 1 Blackened Salmon 28.00
 1 Bread Pudding 11.00

Subtotal \$44.00
 Tax \$2.86

9:31 PM

Total Due \$46.86

Suggested Gratuity
 Calculated on Total Before Discounts are
 Applied

	Tip	Total
16% of sale:	\$7.92	= \$54.78
20% of sale:	\$8.80	= \$55.66
22% of sale:	\$9.68	= \$56.54

Music Forward prepares youth for
 successful careers in the music
 industry and beyond!
www.hobmusicforward.org

Thanks and come again!
 Contactless Payment Option

Scan with your phone camera
 or visit pay.rooam.co

SONNY'S

BBQ

LOCAL
PITMASTERS
SINCE 68

1024 Saxon Blvd
Orange City, FL 32763
Phone (386) 775-9900

6/30/2023 11:56:21 AM
Order Id: AAARVLL4AUAB
DT # 303:2:2 - Drive Thru
Employee: Cassie
Total Items: 1

DT # 303:2

1 Beef Brisket	\$17.99
Sub Total	\$17.99
Sales Tax	\$1.17
Order Total	\$19.16
Visa	\$19.16
AUTHORIZED AMOUNT	\$19.16
Card#: *****9772	
Authorization: 128141	

--> Order Closed <--

Receive \$5 Off the purchase of
\$25 or more at this location
Log on to www.sonnysfeedback.com
in the next 3 days.

USE THE SURVEY CODE BELOW

AAARVLL4AUAB0134

Please write the validation code below

Code is valid for 14 days after completing
our survey. Not valid with any other
offer.

Curbside Order

WingStop #1631
8956 Turkey Ln Rd #300

Host: FRANCESKA 06/29/2023

Jerald 7:19 PM

Guests: 2

Order Type: Walk-ToGo	10017
10 pc Classic j	10017
Hickory Smk BBQ Classic(10)	12.49
4 pc Crispy Tenders	7.49
Garlic Tender(4)	
Ranch	

Subtotal	19.98
Food Tax	1.30
Total Tax	1.30
Walk-ToGo Total	21.28
Visa	21.28
Auth:058142	

KNOW AN MVP?

We're Hiring!!

Apply @ wingstop.com/careers/restaurant

Ordena en línea por wingstop.com/espanol

We'll feed you for feedback!
Visit us at wingstop.com/survey
or text "SURVEY" to WINGS (94647)
to take our survey within 7 days for a
FREE REGULAR FRY
during your next online wing purchase.
Messaging and data rates may apply.

--- Check Closed ---

Welcome to Chick-fil-A
Lake Buena Vista FSU (#00660)
Orlando, FL
(407) 827-7032
Operator: Rock Guarisco
Chick-fil-A One App
Download it Today!
CUSTOMER COPY
06/30/2023 10:57:14 AM
DRIVE THRU

Order Number: 10622332

Guest: Jarrel

Meal-Strips 3ct	9.59
Strips 3ct	
Fries MD	
MlkShk Pch	2.64
Poly	0.00
CFA Sauce	0.00

Sub. Total:	\$12.23
Tax:	\$0.79
Total:	\$13.02

Change	\$0.00
CFA Card:	\$13.02

Register:51 Tran Seq No:10622332

Cashier:Jackeline

Follow Us on Instagram: @cfalb

* * *

one.chick-fil-a.com/forgot2scan
Receipt required for replacement
within 24 hours after service.

Jun 30 2023 10:57 am

Terminal # : 02100000660
Trans Type : REDEMPTION
Card Number : *****7946
Auth # : 954714

Amount:	\$	13.02
Previous Balance:	\$	25.00
Remaining Balance:	\$	11.98

NO OFFERS APPLIED
89001: Chick-Fil-A
89001****6767



APPLEBEE'S
NEIGHBORHOOD GRILL & BAR
13351 State Rd. 535, Suite 100
Orlando, FL 32821
321-395-4074

DALE K TB#22
DATE: 06-25-23 TIME: 08:38 PM GUESTS: 1
Check #:7675-1657495

1	ICED TEA	3.49
1	WATER	0.00
1	CLASSIC COMBO	18.99

Check TOTAL: 22.48
TAX: 1.46

VISA: 23.94
Tip/Chg: 0.00
BALANCE: 0.00

DUPLICATE # 2

Eatin' Good Made Easy
On-line Ordering
WWW.applebees.com

We Value Your Compliments, Concerns or
Suggestions. Contact us at:
Applebee's NRP Guest Services
1-877-669-8443

Mark Taylor
Corporate Supervisor
mtaylor@nrpflorida.com

CUSTOMER COPY



APPLEBEE'S
NEIGHBORHOOD GRILL & BAR
13351 State Rd. 535, Suite 100
Orlando, FL 32821
321-395-4074

DALE K TB#22
DATE: 06-25-23 TIME: 08:38 PM GUESTS: 1
Check #:7675-1657495

APPROVED
SOURCE: POS
CARD TYPE: VISA
CARD NUMBER: *****9772
APPROVAL CODE: 048144
Merchant ID: 061345
Trans Type: AUTH

App Label: VISA DEBIT
Card Entry: CHIP
AID: A0000000031010
TVR: 8000008000
TSI: 6800
AC: 94FE0E9466035CEA
ARC: 00

Amount: 23.94
Tip: \$5.00
Total: \$28.94

Cardmember agrees to pay total in
accordance with agreement governing
use of such card.

Gratuity Examples
15 % Tip = \$3.37
18 % Tip = \$4.05
20 % Tip = \$4.50

** Guest Copy **



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

AGENDA ITEM NO. 11.c.1.

MEETING DATE: July 24, 2023

SUBJECT: Second Reading, Ordinance of Conditional Use approval for outside storage of equipment located at 1786 Harper Road.

Unfinished Business: X

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Tim Clements, Sipsey Valley Truck and Tractor, LLC is requesting Conditional Use approval for outside storage of equipment for a business located at 1786 Harper Road. The zoning for this location is M-1 Light Industrial and this type of business is located within this zone. The outside storage of equipment is only allow through conditional use approval.

Recommendation:

The Planning Commission met on June 13, 2023, for a regular meeting held with a public hearing after which they voted to give a favorable recommendation to the City Council.

Funding Source/GL Code:

GL Code No. NA Amount: \$

Motion for Consideration:

I make a motion to approve the ordinance for outside storage of equipment for a business located at 1786 Harper Road.



4/20/23
4:04 PM
RECEIVED

City of Northport

Conditional Use Permit Application

Date of Plng Comm Mtg: ____/____/____

Deadline: ____/____/____

Application Submitted: ____/____/____

Location of Property: 1786 Harper Rd, Northport, AL 35476Name of Applicant: Sipsey Valley Truck and Tractor LLC, Tim Clements Phone: 205-614-4085, 205-292-2600Address: 11938 Sipsey Valley Rd N, Buhl, AL 35446 Email: Sipseyvalleytandt01@gmail.comName of Owner: Tim Clements, Dustin Freeman, JD Freeman, William Godwin Phone: 205-292-2600Address: 10915 Turner Rd, Tuscaloosa, AL 35406 Email: Sipseyvalleytandt01@gmail.com

Describe the Proposed Use: Sipsey Valley Truck and Tractor wants to repair diesel equipment and heavy equipment onsite and with mobile service trucks from this location. We also want to sell new/used Tractors and Equipment from this location.

Current Zoning: light industrial Total Acreage: 1.53 ac Current Use of Property: Wharehouse/Storage of EquipmentReview the Northport Zoning Ordinance, specifically Section 1003 (found at www.cityofnorthport.org).

Conditional uses are those uses that have some special impact which differs from the potential impacts of permitted uses or exceeds them in intensity, or have uniqueness such that their effect on the surrounding environment cannot be determined in advance of the use being proposed in a particular location.

Upon submission of a request for conditional use approval, a review of the location, design, configuration, and impact shall be conducted to determine whether the proposed use would have a detrimental impact on neighboring properties.

The Planning Commission shall render to the City Council its recommendation to grant the application for a conditional use permit, grant it subject to conditions, or deny it. Following a public hearing at the City Council upon an Ordinance for Conditional Use Approval, the City Council shall either approve, or disapprove, the application and shall establish the specific conditions under which the application is approved.

Check the following:

_____ A copy of the deed of the subject property must accompany this application. If the applicant is not the property owner, a designation of agent form must be included for applicant and/or appropriate representative

☒ Designation of Agent form (if applicable)

☒ Sixteen (16) copies of the site plan and supporting documentation must accompany submission (discuss with staff appropriate sheet sizes)

_____ Three (3) copies of mailing labels for each adjoining property owner, applicant, and owner (and Word file)

_____ Fees: Conditional Use Application fee is \$75, plus certified mailing and advertising fees

I have read the above statements and warrant in good faith that I understand and will comply, and that the information submitted is true and correct.

Applicant Signature: [Signature] Date: 4/20/2023

Please contact the Planning Department at 205-339-7000 with any questions.

ORDINANCE NO. _____

**AN ORDINANCE OF ACTION ON CONDITIONAL USE APPROVAL AS
PROVIDED FOR IN SECTION 1003 OF THE ZONING
ORDINANCE FOR THE CITY OF NORTHPORT, ALABAMA**

WHEREAS, the Northport Planning Commission has held a public hearing in accordance with the regulations set out in Article X of the Northport Zoning Ordinance; and

WHEREAS, the request was considered by the Planning Commission on June 13, 2023, and a recommendation for approval was made to the City Council; and

WHEREAS, the City Council of the City of Northport has also held a public hearing and found that the request is consistent with the standards set forth for conditional uses as set out in Article IV and Article V of the Zoning Ordinance and that the request to allow outside storage of equipment for the business located at 1786 Harper Road will not have an adverse impact on the general health, safety, and welfare of the community.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Northport, that the conditional use request for approval to allow outside storage of equipment for the business located at 1786 Harper Road is hereby approved subject to all requirements of Section 409 of the Northport Zoning Ordinance being met and maintained.

ADOPTED this the ____ day of _____, **2023**.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jeff Hogg, Council 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 _____
_____, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda Webb, City Administrator

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



City of Northport Designation of Agent Form

All applications, plans, and supporting documents may be submitted by email to planning@cityofnorthport.org.



RECEIVED

4/20/23
4:14 p.m.

I, Wesley Burkhalter, being owner of the property which is the subject of this application hereby authorize Tim Clements, 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: [Signature]

Date: 04/14/2023

Property Owner Mailing Address: 1786 Harper Road
Northport, AL 35476
Phone Number: 205-799-2868

Authorized Agent Mailing Address: 10915 Turner Rd
Tuscaloosa, AL 35406
Phone Number: 205-292-2600

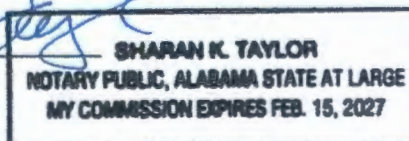
STATE OF ALABAMA

COUNTY OF TUSCALOOSA

I, Sharan Taylor, a Notary Public in and for said County and State, hereby certify that Wesley Burkhalter, 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 14 day of April, 2023

[Signature]
Notary Public



My Commission Expires: _____

Small Map

Big Results

County Overlays

Street View

Show Legend

Satellite Maps
Select
Clear Selection
Zoom LL
Zoom
Measure Tools
Print
Easy Print
Tool Tip
Misc Overlays



471



RECEIVED

4/20/23

Small Map

Big Results

County Overlays

Street View

Show Legend



1 feature(s) selected on 1 layer(s)

Powered by Map Server

1: 2000

2038 x 1212 ft

Paint Booth

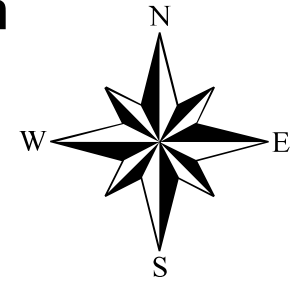
Office/Shop Building

City of Northport Planning & Zoning Commission

Zoning

- General Commercial
- Commercial Highway
- Light Industrial
- Mobile Home Park
- Office and Institutional
- Residential Multi-Family
- Residential Single-Family - 1
- Residential Single-Family - 4
- Subject Property

Conditional Use 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.

0 500 1,000 2,000 Feet

