

**NORTHPORT CITY COUNCIL MEETING**  
**MONDAY, AUGUST 7, 2023**  
**5:30 PM**

**1. CALL TO ORDER**

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL**

**5. PRESENTATIONS**

- a. August Business of the Month- City Cafe- Mayor Hinton and Councilman Washington -

**6. APPROVAL OF THE AGENDA**

**7. VISITORS TO ADDRESS THE COUNCIL**

**8. UNFINISHED BUSINESS**

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

- 1. Second Reading, Ordinance amending Chapter 38, Article II of the Northport Municipal Code pertaining to Fireworks - Chief Bart Marshall
- 2. Second Reading, Ordinance amending Chapter 2 of the Northport Municipal Code pertaining to a Travel Policy for Elected Officials - Glenda Webb
- 3. Second Reading, Ordinance Amending Dirt Road Policy to Include Stabilizing Dirt Roads - Tera Tubbs

**9. NEW BUSINESS**

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

- 1. First Reading, Ordinance of Conditional Use approval to allow vehicle sales and to allow an automotive service station in a C-3 zone with the condition of safe access to be approved by City Engineer for the business located at 3811 33rd Street. - Julie Ramm
- 2. First Reading, Ordinance Amending to Table 4-1 to add Hotel/Motel and Table 4-3 of Dimensional Standards for non-residential uses to the REC (Recreation) zone. - Julie Ramm
- 3. First Reading, Ordinance Establishing June 19th "Juneteenth" as an Official Paid Holiday in the City of Northport - Joseph Rose
- 4. First Reading, Permanent Resolution fixing the cost of demolition and authorizing filing a lien for the major parcel located at 1722 29th Avenue - Parcel ID 63 31 05 16 1 009 011.000 - Julie Ramm
- 5. First Reading, Permanent Resolution fixing the cost of demolition and authorizing filing a lien for the major parcel located at 908 15th Avenue - Parcel ID 63 31 05 15 2 025 002.000 - Julie Ramm

**b. Resolutions of a Temporary Nature**

- 1. Resolution Authorizing Water Service Outside of City Limits for Property Located at 15178 Bethabara Road - Ron Davis
- 2. Resolution Awarding Bid for Wastewater Treatment Plant Solids Handling Improvements - John Webb
- 3. Resolution Authorizing the City Administrator to Execute Change Order No. 1 with ST Bunn Construction Co., Inc. for the Northwood Estates Drive Reconstruction Project - Tera Tubbs
- 4. Resolution Authorizing Special Permit for the 2023 Kentuck Festival of the Arts - Darren McGee
- 5. Resolution Authorizing the City Administrator to Execute a Master Services Agreement with Chambless King Architects, LLC and Authorization of Task Order Directive No. 1 for Warrior Sports and Recreation Complex - Tera Tubbs

**c. Consent Agenda**

1. Minutes, July 24th, 2023, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, Tree Removal on Lee Ave, Ellison's Tree Service, \$8,350.00 - John Webb
4. Purchase Requisition, Highway 171 Booster Station Transfer Switch, Rick's Service Co, LLC., \$7,950.00 - John Webb
5. Purchase Requisition, Travel Reimbursement for Chris Cunningham, \$2,137.93 - Ron Davis
6. Purchase Requisition - Mud Valve Replacement at WTP, Mark Johnson Construction, LLC, \$12,695.00 - John Webb
7. PO Requisition, Spillman Software, Motorola, \$ 144,095.00 - Gerald Burton

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

**11. PUBLIC HEARINGS**

**a. Engineering**

**b. Legal Department**

1. Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located on 18th Avenue - Parcel No. 63-31-05-15-2-003-013.000 - Ron Davis
2. Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located on 19th Street - Parcel No. 63-31-05-15-2-003-014.000 - Ron Davis
3. Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1814 10th Street - Parcel No. 63-31-05-15-2-019-004.000 - Ron Davis
4. Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 713 28th Avenue - Parcel No. 63-31-05-16-4-009-006.000 - Ron Davis

**c. Planning Inspections Department**

1. Second Reading, Ordinance to reduce the corporate limits and reestablish the boundaries of approximately 0.97 acres located at 517 Martin Road East. - Julie Ramm
2. Second 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. - Julie Ramm
3. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1314 10th Street. - Julie Ramm
4. Second Reading, Ordinance ordering demolition of an unsafe structure located at 4104 Highway 43 N. - Julie Ramm

**d. Police Department**

**12. CITY ADMINISTRATOR'S BUSINESS**

**13. DEPARTMENTAL BUSINESS**

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

**15. EXECUTIVE SESSION Trade and Commerce**

- a. Trade and Commerce -

**16. ADJOURNMENT**





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

**AGENDA ITEM NO. 8.a.1.**

**MEETING DATE: August 7, 2023**

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

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

**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 adopt the attached Ordinance

**Funding Source/GL Code:**

GL Code No. N/A

**Motion for Consideration:**

**I move the adoption of 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 #2021-399 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 7<sup>th</sup> 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 7<sup>th</sup> 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: Hogg  
2nd Reading: August 7, 2023  
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. 8.a.2.**

**MEETING DATE: August 7, 2023**

**SUBJECT: Second 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:

Consent Agenda:

Second Reading: X

**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 adopt the attached Ordinance

**Funding Source/GL Code:**

GL Code No. N/A

**Motion for Consideration:**

**I move the adoption of 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 7<sup>th</sup> 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 7<sup>th</sup> day of August, 2023.

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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.

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Glenda D. Webb, City Administrator

1st Reading: July 24, 2023  
Motion By: Hogg  
2nd Reading: August 7, 2023  
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. 8.a.3.**

**MEETING DATE: August 7, 2023**

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

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

**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:**

Adopt the attached Ordinance

**Funding Source/GL Code:**

N/A

**Motion for Consideration:**

I move to adopt 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 20<sup>th</sup>, 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 7<sup>th</sup> 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 7<sup>th</sup> day of August, 2023.

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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.

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Glenda D. Webb, City Administrator

1st Reading: July 24, 2023  
Motion By: Hogg  
2<sup>nd</sup> 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.1.**

**MEETING DATE: August 7, 2023**

**SUBJECT: First Reading, Ordinance of Conditional Use approval to allow vehicle sales and to allow an automotive service station in a C-3 zone with the condition of safe access to be approved by City Engineer for the business located at 3811 33rd Street.**

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

**Prepared By: Morgan Williams**

**Approved By: Julie Ramm**

**Summary:**

Jonathan Ray, Geo's Automotive is requesting conditional use approval for vehicle sales and to allow an automotive service station in a C-3 (General Commercial) zone with the condition of a safe access to be approved by City Engineer for the business located at 3811 33rd Street.

**Recommendation:**

The Planning Commission met on July 18, 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:**

None are needed for a first reading.



**PERMIT PROJECT**  
**FILE #: 23-000859**  
**3811 33RD ST NORTHPORT AL 35476**  
**PARKING LOT IMPROVEMENTS AND CONDITIONAL USE FOR VEHICLE SALES.**



**PERMIT #: CUP23-000004**

Permit Type

Conditional Use Application

Subtype

Conditional Use Permit



Work Description:

Parking lot improvements and conditional use for vehicle sales.

Applicant

Duncan Coker Associates, P.C. - John Wilhite



Status

Online Application Received



Valuation

0.00



**FEES & PAYMENTS**

Plan Check Fees

0.00

Permit Fees

100.00

Total Amount

100.00

Amount Paid

0.00

Balance Due

100.00



Non-Billable



**PERMIT DATES**

Application Date

06/09/2023

Approval Date

Issue Date:

Expiration Date:

Close Date

Last Inspection

### Property Information

Property Owner

Geos Automotive - Jonathan Ray



Current Zoning District

C-3



Total Acreage

1.8

Current Use of Property

Vacant

Number of Adjoining Properties

Additional Parcel #s

633102092011016, 633102092011017

### Review the Northport Zoning Ordinance, specifically Section 1003 (found at [www.cityofnorthport.org](http://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.

### SUBMITTAL DOCUMENTS

Are you the current owner on record?

Yes



A copy of the deed of the subject property

[DB #2022 PG #29045.pdf](#)



Site Plan

[Geos-Automotive-Site-C1.0.pdf](#)



Mailing labels for each adjoining property owner

[Parcel Address Labels.doc](#)



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.

Signature

[signature.png](#)



OFFICIAL USE ONLY

Date of Planning Commission Meeting

## FEES



| FEE             | DI | QUANTITY | AMOUNT | TOTAL  |
|-----------------|----|----------|--------|--------|
| Application Fee |    |          |        | 75.00  |
| Advertising Fee |    |          |        | 25.00  |
| Plan Check Fees |    |          |        | 0.00   |
| Permit Fees     |    |          |        | 100.00 |
| Total Fees      |    |          |        | 100.00 |

## PAYMENTS



| DATE        | TYPE | REFERENCE | NOTE | RECEIPT # | RECEIVED FROM | AMOUNT |
|-------------|------|-----------|------|-----------|---------------|--------|
| Amount Paid |      |           |      |           |               | 0.00   |
| Balance Due |      |           |      |           |               | 100.00 |

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 July 18, 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 vehicle sales and to allow an automotive service station in a C-3 (General Commercial) zone with the condition of a safe access to be approved by City Engineer at 3811 33<sup>rd</sup> Street and 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 allow vehicle sales and to allow an automotive service station in a C-3 (General Commercial) zone for a business located at 3811 33<sup>rd</sup> Street 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:



This instrument prepared by:  
Kenneth D. Davis  
700 Towncenter Blvd., Suite 4  
Tuscaloosa, AL 35406

**SOURCE OF TITLE**  
Deed Book 2019 Page 13715

STATE OF ALABAMA

TUSCALOOSA COUNTY

DEED Bk 2022 Pg 29045  
(PG 29045 of 29047)  
E-RECORDED: 11/21/2022 11:57:45 AM  
Ward D. Robertson, III, PROBATE JUDGE  
Tuscaloosa COUNTY, Alabama  
Term/Cashier: PRO-RECORDING7/JMCATEER  
Tran: 44833 Deed Tax \$47.00  
Probate Judge Fee \$2.00  
Source of Title \$1.00  
Recording Fee - By Page Count \$9.00  
Total: \$59.00

**WARRANTY DEED**

This indenture, made by and between **DANO Development, LLC, an Alabama limited liability company** (hereinafter "Grantor") and **Jonathan Ray** (hereinafter "Grantee").

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, does hereby grant, bargain, sell, and convey unto the said Grantee, his heirs, and assigns forever, the following described real property located in Tuscaloosa County Alabama, to wit:

**Parcel 1**

All of Lots numbered one (1) and two (2) in Block "C" of the Oliver Heights Subdivision near Northport, Alabama, as shown and designated on a plat recorded in Plat Book 4, at Page 17 in the Probate Office of Tuscaloosa County, Alabama, reference to said map or plat being hereby made in aid of and as a part of this description.

**Parcel 2**

All of Lots Numbered Three (3) and Four (4) and ten (10) feet off of the West side of Lot Number Five (5), all in Block "C" of the Oliver Heights Subdivision, Tuscaloosa County, Alabama, a map or plat of said Subdivision being on record in the Office of the Probate Judge of Tuscaloosa County, Alabama in Plat Book 4, at Page 17, reference to the record of said plat being herein made in and of and as a part of this description.

**This conveyance is hereby made subject to restrictions, easements, rights of way and reservations appearing of record in the Office of the Judge of Probate of Tuscaloosa County, Alabama which apply to the subject property.**

Together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining and the reversion or the reversions, remainder or remainders, rents, issues, and profits thereof.

**TO HAVE AND TO HOLD**, all the singular, the above-mentioned and described premises, together with the appurtenances, unto the said Grantee, his heirs or assigns forever. And the Grantor covenants and agrees with the Grantee that it is seized of an indefeasible estate in fee simple in and to said property; that it has the lawful right to sell and convey the same in fee simple; that the said property is free from all mortgages, liens, and encumbrances; that Grantee is entitled to the immediate possession thereof; and that Grantor will forever warrant and defend the title to the same and the

possession thereof unto the Grantee, his heirs and assigns, against the lawful claims and demands of all persons, whomsoever.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 15 day of November, 2022.

**DANO Development, LLC, an Alabama  
limited liability company**

By: [Signature]  
Danny Weems, Its Sole Member

**STATE OF ALABAMA**

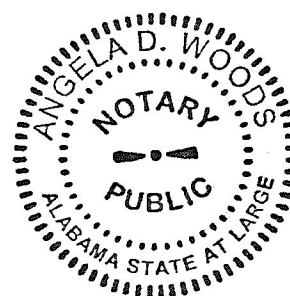
**TUSCALOOSA COUNTY**

I, the undersigned, a Notary Public in and for the State of Alabama at Large, do hereby certify that **Danny Weems**, whose name as **Sole Member** of **DANO Development, LLC, an Alabama limited liability company**, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Sole Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

In Witness Whereof, I hereunto set my hand and official seal on this the 15 day of November, 2022.

[Signature]  
Notary Public

My commission expires: 11/7/2024



**Real Estate Sales Validation Form**

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

Grantor's Name DANO Development, LLC  
Mailing Address PO Box 1425  
Northport, AL 35476

Grantee's Name Jonathan Ray  
Mailing Address 2625 Saratoga Ln  
Tuscaloosa, AL 35406

Property Address Property in Northport  
Northport, AL 35476

Date of Sale 11/16/2022  
Total Purchase Price \$ 235,000.00

or  
Actual Value \$ \_\_\_\_\_

or  
Assessor's Market Value \$ \_\_\_\_\_

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

☐ Bill of Sale ☐ Appraisal  
☐ Sales Contract ☐ Other  
☒ Closing Statement

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

**Instructions**

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

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

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

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

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

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

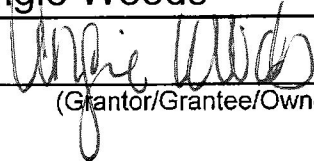
If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be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

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

Date \_\_\_\_\_

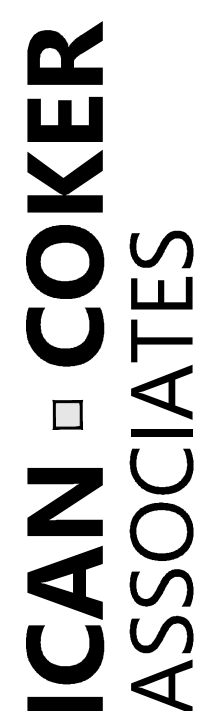
Print Angie Woods

☐ Unattested \_\_\_\_\_  
(verified by)

Sign   
(Grantor/Grantee/Owner/Agent) circle one

**Form RT-1**





ב

WWW.DIINCAINCOKE.COM



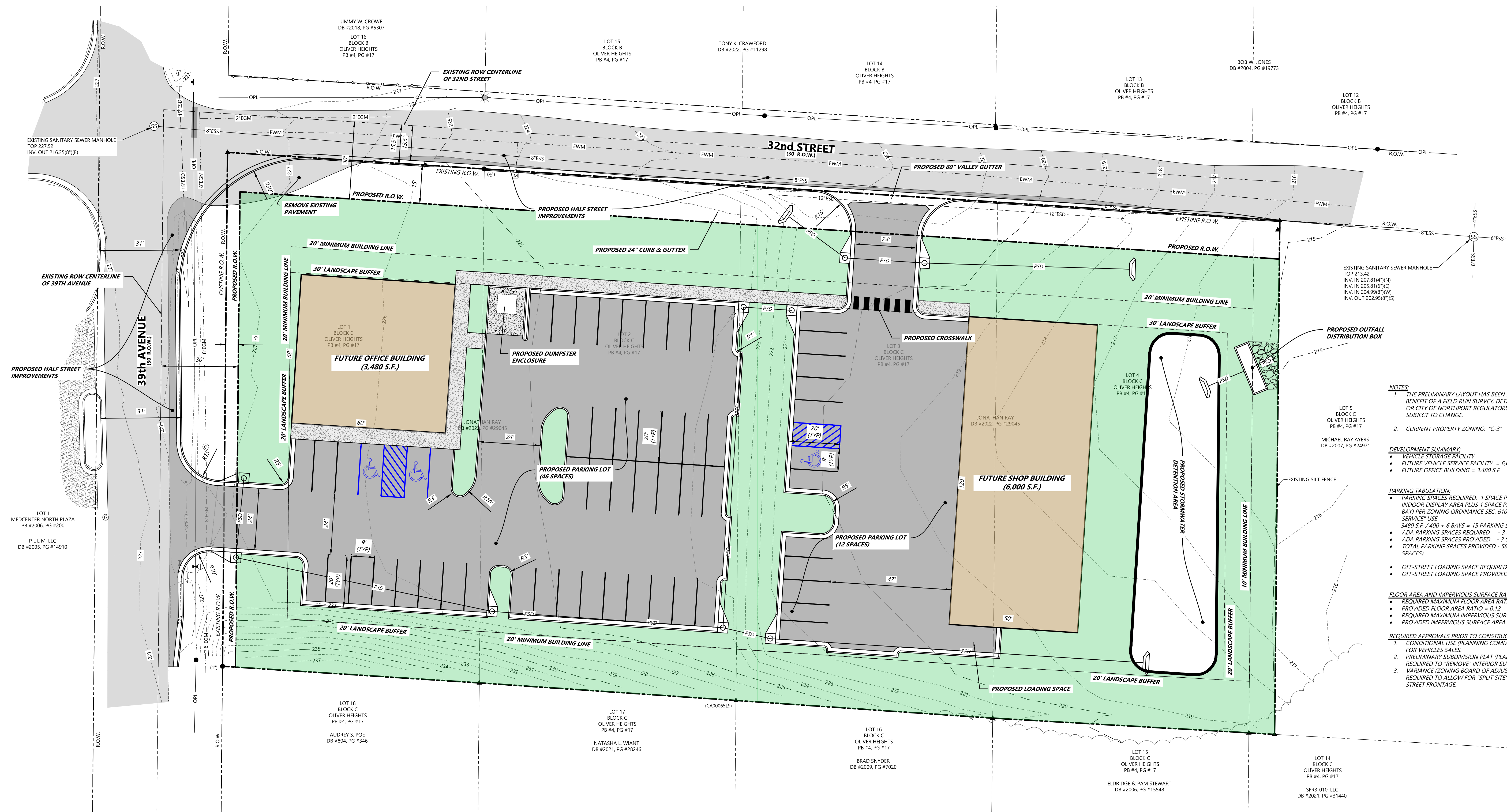
3821 McFARLAND BOUEVARD  
NORTHPORT ALABAMA 35476

SHEET TITLE

**PRELIMINARY SITE PLAN**

[illegible]

SHEET NO.  
**C1.0**



**NOTE.**

- NOTES:  
1. THE PRELIMINARY LAYOUT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A FIELD RUN SURVEY, DETAILED ENGINEERING DESIGN, OR CITY OF NORTHPORT REGULATORY APPROVALS AND THEREFORE SUBJECT TO CHANGE.

2. *CURRENT PROPERTY ZONING: "C-3"*

**DEVELOPMENT SUMMARY:**

- VEHICLE STORAGE FACILITY
- FUTURE VEHICLE SERVICE FACILITY = 6,000 S.F.
- FUTURE OFFICE BUILDING = 3,480 S.F.

### PARKING TABULATION

- **PARKING SPACES REQUIRED: 1 SPACE PER 400 S.F. OF OFFICE AND INDOOR DISPLAY AREA PLUS 1 SPACE PER SERVICE BAY (EXCLUDING BAY) PER ZONING ORDINANCE SEC. 610.02, "VEHICLE REPAIR AND SERVICE" USE**  
 $3480 \text{ S.F.} / 400 + 6 \text{ BAYS} = 15 \text{ PARKING SPACES REQUIRED}$
- **ADA PARKING SPACES REQUIRED - 3 SPACES**
- **ADA PARKING SPACES PROVIDED - 3 SPACES**
- **TOTAL PARKING SPACES PROVIDED - 58 SPACES (INCLUDES 3 ADA SPACES)**

- OFF-STREET LOADING SPACE REQUIRED: 1 SPACE
- OFF-STREET LOADING SPACE PROVIDED: 1 SPACE

- FLOOR AREA AND IMPERVIOUS SURFACE RATIO
  - REQUIRED MAXIMUM FLOOR AREA RATIO = 0.35
  - PROVIDED FLOOR AREA RATIO = 0.12
  - REQUIRED MAXIMUM IMPERVIOUS SURFACE RATIO = 0.8
  - PROVIDED IMPERVIOUS SURFACE AREA RATIO = 0.49

REQUIRED APPROVALS PRIOR TO CONSTRUCTION PERMITTING

1. CONDITIONAL USE (PLANNING COMMISSION) REQUIRED TO ALLOW FOR VEHICLES SALES.
2. PRELIMINARY SUBDIVISION PLAT (PLANNING COMMISSION) REQUIRED TO "REMOVE" INTERIOR SUBDIVISION LOT LINES.
3. VARIANCE (ZONING BOARD OF ADJUSTMENT) REQUIRED TO ALLOW FOR "SPLIT SITE" AND NON-COMPLIANT STREET FRONTAGE.





## City of Northport Designation of Agent Form

All applications, plans, and supporting documents may be submitted by email to  
[planning@cityofnorthport.org](mailto:planning@cityofnorthport.org).

I, Jonathan Ray, being owner of the property which is the subject of this application hereby authorize Duncan Coker Associates, P.C., 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: \_\_\_\_\_

Date: 7.17.23

Property Owner Mailing Address: \_\_\_\_\_

Jonathan Ray

2625 Saratoga Lane Tuscaloosa, AL 35406

Phone Number: \_\_\_\_\_

205-454-2657

Authorized Agent Mailing Address: \_\_\_\_\_

302 Merchants Walk, Suite 250

Tuscaloosa, AL 35406

Phone Number: \_\_\_\_\_

205-561-0808

### STATE OF ALABAMA

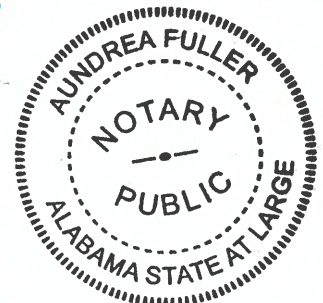
### COUNTY OF TUSCALOOSA

I, Aundrea Fuller, a Notary Public in and for said County and State, hereby certify that Jonathan Ray, 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 17<sup>th</sup> day of July, 2023

Aundrea Fuller  
Notary Public

My Commission Expires: July 26, 2025

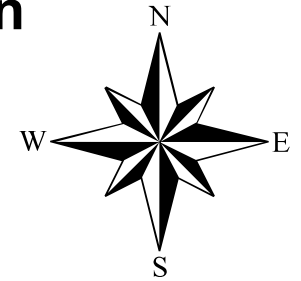


# City of Northport Planning & Zoning Commission

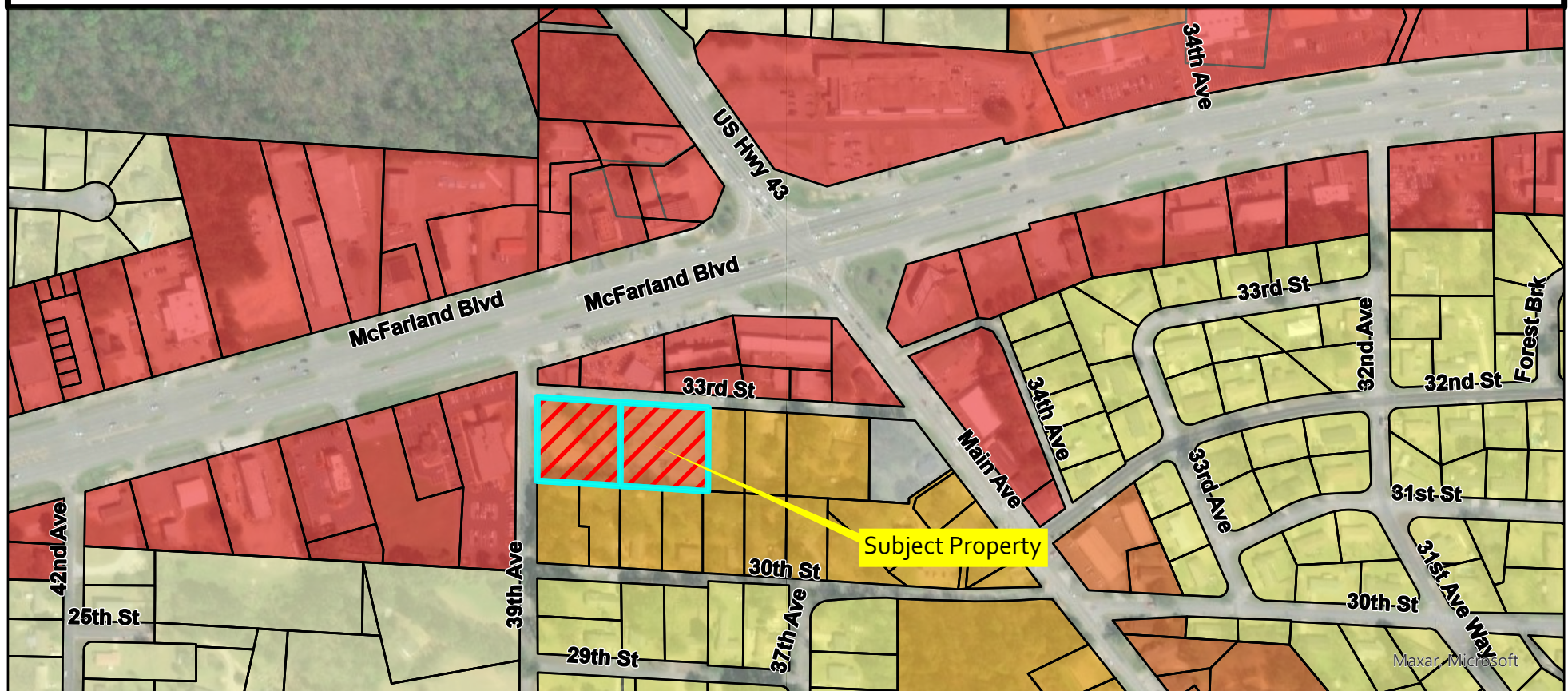
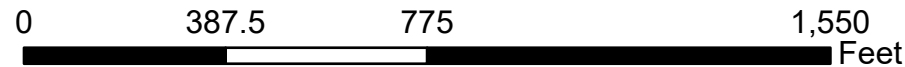
## Zoning

- General Commercial
- Commercial Highway
- Office and Institutional
- Residential Multi-Family
- Residential Single-Family - 1
- Residential Single-Family - 2
- Parcels
- Subject Property
- Parcels selection

## Conditional Use



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.





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

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

**MEETING DATE: August 7, 2023**

**SUBJECT: First Reading, Ordinance Amending to Table 4-1 to add Hotel/Motel and Table 4-3 of Dimensional Standards for non-residential uses to the REC (Recreation) zone.**

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

**Prepared By: Morgan Williams**

**Approved By: Julie Ramm**

**Summary:**

The City of Northport proposes to amend Table 4-1 Table of Allowable Uses. The Staff proposes to add "Hotel/Motel" to the allowable uses in the Recreation zoning district. In addition, staff recommends Table 4-3 Table of Dimensional Standards for non-residential uses be amended to include standards for the Recreation zoning district. The proposed maximum height of structures in this district is 40 feet. The proposed setbacks are as follows: 20' front setback, 20' rear setback, and 10' side setbacks.

**Recommendation:**

The Northport Planning and Zoning Commission met on July 18, 2023, and made a favorable recommendation to the City Council on the amending of Table 4-3, Table of Allowable Uses and Table 4-3, Table of Dimensional Standards of the Zoning Ordinance.

**Funding Source/GL Code:**

GL Code No. NA Amount: \$

**Motion for Consideration:**

None needed for the First Reading.

**ORDINANCE NO.**

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

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

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

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

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

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

See "Exhibit A" attached

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

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

CITY COUNCIL OF THE  
CITY OF NORTHPORT

COUNCIL OF THE CITY OF NORTHPORT

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

ATTEST:

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

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

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

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



Glenda D. Webb, City Administrator

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

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

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

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

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

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

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

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

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

**Table 4-3: Table of Dimensional Standards – Non Residential Uses.**

| Zoning District       | Maximum Height Of Structure (feet) | Minimum Setbacks (in feet) |           |                       |                       |
|-----------------------|------------------------------------|----------------------------|-----------|-----------------------|-----------------------|
|                       |                                    | Front Yard                 | Rear Yard | One Side <sup>1</sup> | Total Side            |
| <b>AG<sup>2</sup></b> | <b>35<sup>3</sup></b>              | <b>50</b>                  | <b>50</b> | <b>50</b>             | <b>100</b>            |
| <b>O-I</b>            | <b>50</b>                          | <b>25</b>                  | <b>25</b> | <b>10</b>             | <b>20</b>             |
| <b>C-2</b>            | <b>40</b>                          | <b>20</b>                  | <b>20</b> | <b>10</b>             | <b>20</b>             |
| <b>C-3</b>            | <b>40</b>                          | <b>20</b>                  | <b>20</b> | <b>10</b>             | <b>20</b>             |
| <b>C-6</b>            | <b>50</b>                          | <b>40</b>                  | <b>25</b> | <b>10<sup>5</sup></b> | <b>20<sup>5</sup></b> |
| <b>M-1</b>            | <b>60</b>                          | <b>4</b>                   | <b>4</b>  | <b>4</b>              | <b>4</b>              |
| <b>M-2</b>            | <b>60</b>                          | <b>4</b>                   | <b>4</b>  | <b>4</b>              | <b>4</b>              |
| <b>REC</b>            | <b>40</b>                          | <b>20</b>                  | <b>20</b> | <b>10</b>             | <b>20</b>             |

<sup>1</sup> Side Yard on Street shall be equal to Front Yard setback

<sup>2</sup> See Table 6-2 and Section 603.03 “Performance Residential Developments” for Residential Setbacks

<sup>3</sup> Inhabited Structures Only

<sup>4</sup> Equal to Height of Structure

<sup>5</sup> May be reduced to zero (0) feet by Special Exception



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

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

**MEETING DATE: August 7, 2023**

**SUBJECT: First Reading, Ordinance Establishing June 19th "Juneteenth" as an Official Paid Holiday in the City of Northport**

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

**Prepared By: Kim Braughton**

**Approved By: Joseph Rose**

**Summary:**

The Northport City Council would like to observe the freedom of African Americans from slavery in the United States by establishing June 19th "Juneteenth" as an official paid holiday for eligible City of Northport employees to commence June 19, 2024. As recommended by the Finance Committee at their July 10th meeting, the funds for this holiday are included in the 2024 Proposed Budget.

**Recommendation:**

That you offer the attached Ordinance for a 1st Reading.

**Funding Source/GL Code:**

GL Code No. Included in the 2024 Proposed Budget

**Motion for Consideration:**

**I move to offer for 1st Reading, the Ordinance establishing June 19th "Juneteenth" as an official paid holiday for eligible employees in the City of Northport to commence June 19, 2024.**



**ORDINANCE NO.**

**ORDINANCE ESTABLISHING JUNE 19<sup>TH</sup> “JUNETEENTH” AS AN OFFICIAL PAID  
HOLIDAY IN THE CITY OF NORTHPORT**

**WHEREAS**, Juneteenth is the oldest recognized celebration observing the freedom of African-Americans from slavery in the United States. Juneteenth is a historic milestone reminding Americans of the triumph of the human spirit over the harshness of slavery and the basic civil rights of freedom and equality for all; and

**WHEREAS**, the City Council of the City of Northport desires to recognize June 19<sup>th</sup> “Juneteenth” in the City of Northport as an official paid holiday for eligible employees.

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

1. That Juneteenth (June 19<sup>th</sup>) is hereby designated as an official city holiday for eligible employees and will commence on June 19, 2024.
2. That the Human Resource Director is hereby authorized to amended Section 303 of the City of Northport Employee Handbook to reflect the additional holiday.

**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: August 7, 2023

Motion By:

2nd Reading:

Motion By:

Second By:

Publication:



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

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

**MEETING DATE: August 7, 2023**

**SUBJECT: First Reading, Permanent Resolution fixing the cost of demolition and authorizing filing a lien for the major parcel located at 1722 29th Avenue - Parcel ID 63 31 05 16 1 009 011.000**

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

**Prepared By: Morgan Williams**

**Approved By: Julie Ramm**

**Summary:**

Please find attached a proposed resolution fixing the cost of demolition and authorizing the filing of a lien for the property located at 1722 29th Avenue. The demolition was done at the City's efforts and expense.

**Recommendation:**

To adopt the attached Resolution

**Funding Source/GL Code:**

GL Code No.      Amount: \$

**Motion for Consideration:**

I move to adopt the Resolution fixing the cost of demolition and authorizing filing a lien for the major parcel located at 1722 29th Avenue.

**RESOLUTION NO. \_\_\_\_\_**

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

WHEREAS, the person(s) last assessing the real property located at 1722 29<sup>th</sup> Avenue Northport, AL for state taxes is Gary Grant, the deed to said real property being recorded in Deed Book 2020, at Page 02045; and,

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

WHEREAS, the Building Inspector for the City of Northport has reported to the City Council that the cost of said demolition is \$ 5,000.00 and the cost of all legal advertising related thereto is \$132.70.; and,

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

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

1. That the cost of all legal advertising and for the demolition of the structure(s) located at 1722 29<sup>th</sup> Avenue, and the person(s) last assessing said property for state taxes being Gary Grant, as recorded at Deed Book 2020, at Page 02045, be, and it is hereby, fixed at \$5,132.70.

2. That this Resolution shall be published in accordance with the Alabama Code and the City Administrator/Clerk is authorized to file a certified copy of this Resolution in the office of the Probate Judge of Tuscaloosa County and the same shall constitute a lien in the amount of \$5,132.70 against the property at Deed Book 2020, at Page 02045.

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

CITY COUNCIL OF THE CITY OF  
NORTHPORT

By: \_\_\_\_\_  
Jeff Hogg  
Its President

ATTEST:

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

1<sup>st</sup> Reading: \_\_\_\_\_

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

2<sup>nd</sup> Reading: \_\_\_\_\_

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

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

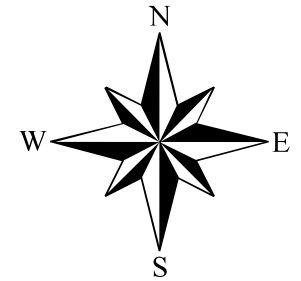
\_\_\_\_\_

# Northport City Council

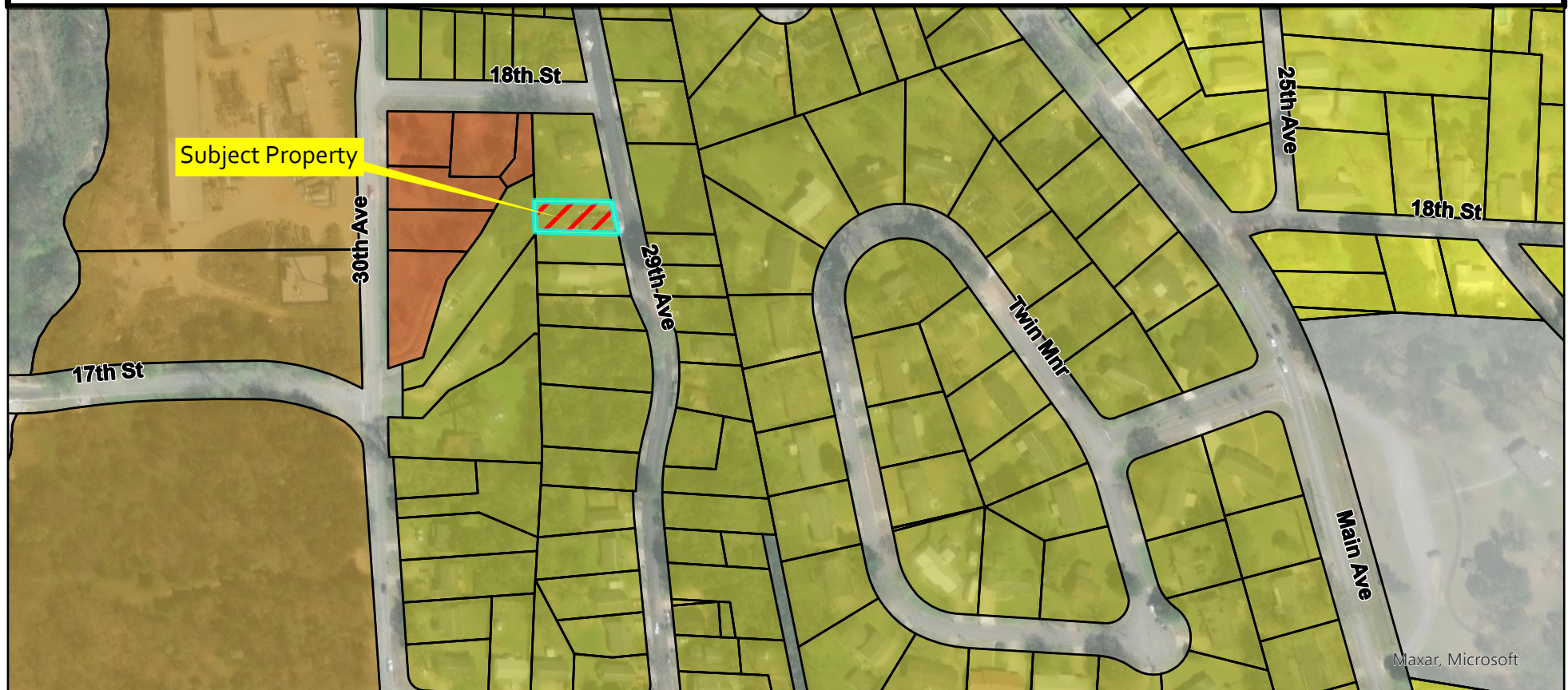
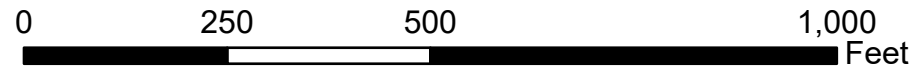
## Demolition Resolution

### Zoning

-  General Commercial
-  Light Industrial
-  Office and Institutional
-  Residential Single-Family - SD
-  Residential Single-Family - 3
-  Residential Single-Family - 4
-  Parcels
-  Subject Property



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Maxar, Microsoft



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

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

**MEETING DATE: August 7, 2023**

**SUBJECT:**

**First Reading, Permanent Resolution fixing the cost of demolition and authorizing filing a lien for the major parcel located at 908 15th Avenue - Parcel ID 63 31 05 15 2 025 002.000**

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

**Prepared By: Morgan Williams**

**Approved By: Julie Ramm**

**Summary:**

Please find attached a proposed resolution fixing the cost of demolition and authorizing the filing of a lien for the property located at 908 15th Avenue. The demolition was done at the City's efforts and expense.

**Recommendation:**

To adopt the attached Resolution

**Funding Source/GL Code:**

GL Code No.      Amount: \$

**Motion for Consideration:**

I move to adopt the Resolution fixing the cost of demolition and authorizing filing a lien for the major parcel at 908 15th Avenue.

**RESOLUTION NO. \_\_\_\_\_**

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

WHEREAS, the person(s) last assessing the real property located at 908 15<sup>th</sup> Avenue Northport, AL for state taxes is Thornton Greene Chandler, Sr., etux, the deed to said real property being recorded in Deed Book 2008, at Page 15873; and,

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

WHEREAS, the Building Inspector for the City of Northport has reported to the City Council that the cost of said demolition is \$ 3,900.00 and the cost of all legal advertising related thereto is \$119.05.; and,

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

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

1. That the cost of all legal advertising and for the demolition of the structure(s) located at 908 15<sup>th</sup> Avenue, and the person(s) last assessing said property for state taxes being Thornton Greene Chandler, Sr., etux, as recorded at Deed Book 2008, at Page 15873, be, and it is hereby, fixed at \$4019.05.

2. That this Resolution shall be published in accordance with the Alabama Code and the City Administrator/Clerk is authorized to file a certified copy of this Resolution in the office of the Probate Judge of Tuscaloosa County and the same shall constitute a lien in the amount of \$4019.05 against the property at Deed Book 2008, at Page 15873.



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

CITY COUNCIL OF THE CITY OF  
NORTHPORT

By: \_\_\_\_\_  
Jeff Hogg  
Its President

ATTEST:

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

1<sup>st</sup> Reading:

By:

2<sup>nd</sup> Reading:

Motion By:

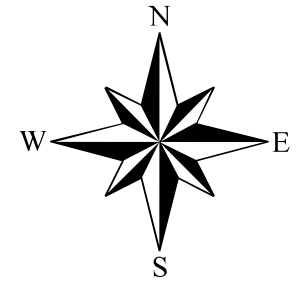
Second By:

# Northport City Council

## Demolition Resolution

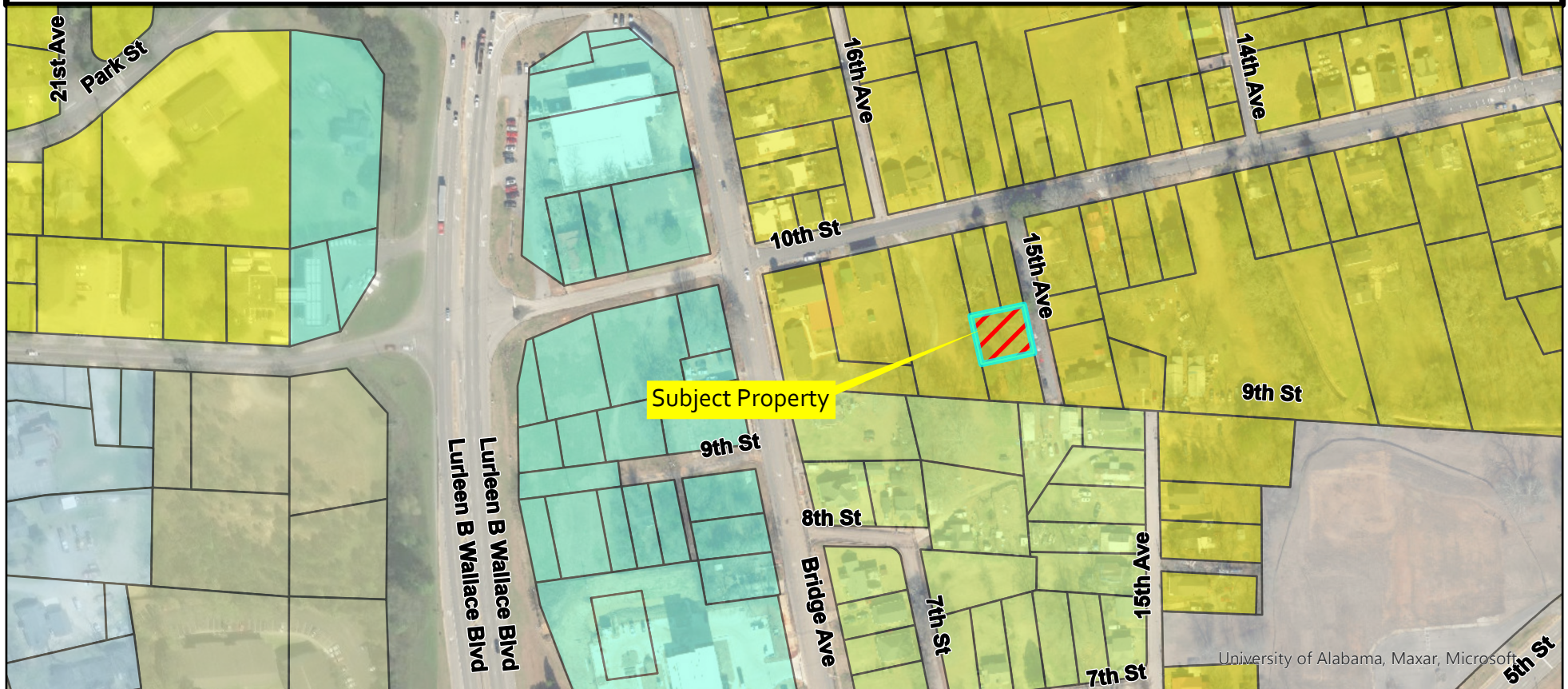
### Zoning

- Bridge Avenue North
- Historic Neighborhood
- Multi-Family Housing
- Office and Institutional
- Residential/Commercial/Institutional
- Residential Single-Family - 3
- Residential Single-Family - 4
- Subject Property



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0 250 500 1,000 Feet



University of Alabama, Maxar, Microsoft



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

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

**MEETING DATE: August 7, 2023**

**SUBJECT: Resolution Authorizing Water Service Outside of City Limits for Property Located at 15178 Bethabara Road**

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

**Prepared By: Allison Martin**

**Approved By: Ron Davis**

**Summary:**

Ms. Jena Swindle has property located at 15178 Bethabara 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. She 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 Ms. Jena Swindle for property located at 15178 Bethabara Road, pursuant to the conditions in the resolution.

**RESOLUTION NO. 23-**

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS FOR  
PROPERTY LOCATED AT 15178 BETHABARA ROAD**

**WHEREAS**, Ms. Jena Swindle, has property located at 15178 Bethabara Road, and has requested that she be allowed to obtain water from the City of Northport for this property; and

**WHEREAS**, Ms. Swindle 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 15178 Bethabara 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: August 7, 2023  
Motion By:  
Second By:



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

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

**MEETING DATE: August 7, 2023**

**SUBJECT: Resolution Awarding Bid for Wastewater Treatment Plant Solids Handling Improvements**

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

**Prepared By: Allison Martin**

**Approved By: John Webb**

**Summary:**

On July 20, 2023, the Utilities Department for the City of Northport accepted bids for Wastewater Treatment Plant Solids Handling Improvements. Three (3) bids were received.

The department recommends that the Council award the bid, and include the alternate bid item, to John Plott Company, Inc., the lowest qualified bidder, in the amount of \$3,531,622.00, as shown in the attached bid tabulation. This is a 2023 Capital Project with funding from the American Rescue Plan Act (ARPA).

**Recommendation:**

Award the base bid and the alternate bid item to John Plott Company, Inc.

**Funding Source/GL Code:**

GL Code No.      Amount: \$3,531,622.00

**Motion for Consideration:**

I move to approve the resolution awarding the bid for the Wastewater Treatment Plant Solids Handling Improvements Project to John Plott Company, Inc., in the amount of \$3,531,622.00, and to authorize the City Administrator to execute the necessary documents and requisitions needed to proceed with the project.

**RESOLUTION NO. 23-**

**RESOLUTION AWARDING BID FOR WASTEWATER TREATMENT PLANT SOLIDS HANDLING IMPROVEMENTS**

**WHEREAS**, on Thursday, July 20, 2023, the Utilities Department received three (3) bids for the Wastewater Treatment Plant Solids Handling Project; and

**WHEREAS**, the bid included the base bid and also listed an alternate bid item.

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

- 1) The City Council awards the bid to John Plott Company, Inc., being the lowest qualified bidder, meeting all specifications, as shown in the bid tabulation attached as "Exhibit A", in the amount of \$3,531.622.00, and includes the alternate bid item.
- 2) The City Administrator is hereby authorized to take all actions, execute all documents and approve all expenditures for this project.

**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: August 7, 2023  
Motion By:  
Second By:

# EXHIBIT “A”



July 24, 2023

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

Re: Northport Wastewater Treatment Plant – Solids Handling Improvements  
Krebs Job No. 21050

Dear John:

Three (3) bids were received for the above-referenced project at 2:00 P.M., local time, on July 20, 2023. The bids received are listed below:

| CONTRACTOR                     | BASE BID       | ALT. BID ITEM |
|--------------------------------|----------------|---------------|
| John Plott Company, Inc.       | \$3,502,862.00 | \$28,760.00   |
| J & P Construction Co., Inc.   | \$3,587,000.00 | \$52,000.00   |
| Mark Johnson Construction, LLC | \$3,644,065.00 | \$52,800.00   |

The alternate bid item is to overlay pavement at the access roads noted in the plans. From our discussions with the City of Northport (City) staff, the Alternate Bid Item is within the project budget; therefore, this scope of work will be included in the project.

We have enclosed herewith a copy of the certified bid tabulation for your records. We have reviewed the bids and determined that John Plott Company, Inc. (John Plott) has met the requirements of the low, responsible bidder as outlined in the Instructions to Bidders of the Contract Documents. It is our understanding that John Plott has performed projects of similar scope for the City. Therefore, we believe they have the experience, equipment, and financial resources required to perform the project. Therefore, Krebs Engineering, Inc. recommends awarding the Northport WWTP – Solids Handling Improvements project to John Plott Company, Inc. for \$3,531,622.00.

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

Sincerely,

Krebs Engineering, Inc.

By   
Maci McGee  
Engineer

Enclosure  
Krebs File No. 21050





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

KREBS JOB NO.: 21050

DATE: July 20, 2023 @ 2:00 PM, Local Time

OWNER: The City of Northport Utilities

DESCRIPTION: Northport Wastewater Treatment Plant Solids Handling Improvements

John Plott Company, Inc.  
2804 Rice Mine Rd. NE  
Tuscaloosa, AL 35406

J&P Construction Co., Inc  
P.O. Drawer 3147  
Tuscaloosa, AL 35403

Mark Johnson Construction, LLC  
P.O. Box 20040  
Tuscaloosa, AL 35402

**BASE BID**

| Item No.                   | Approximate Quantities | Description of Item                                                                                        | Units | Unit Price | Total Price for Item  | Unit Price | Total Price for Item  | Unit Price | Total Price for Item  |
|----------------------------|------------------------|------------------------------------------------------------------------------------------------------------|-------|------------|-----------------------|------------|-----------------------|------------|-----------------------|
| 1                          | Complete               | Construction of Northport WWTP Solids Handling Improvements                                                | LS    | Lump Sum   | \$2,645,862.00        | Lump Sum   | \$2,728,650.00        | Lump Sum   | \$2,794,355.00        |
| 2                          | Complete               | Furnish Screw Press and Conveyor in Accordance with Contract Documents and Appendix B                      | LS    | Lump Sum   | \$640,000.00          | Lump Sum   | \$640,000.00          | Lump Sum   | \$640,000.00          |
| 3                          | Complete               | Allowance for SCADA Scope of Work per Appendix D                                                           | LS    | Lump Sum   | \$175,000.00          | Lump Sum   | \$175,000.00          | Lump Sum   | \$175,000.00          |
| 4                          | Complete               | Allowance for Materials and Geotechnical Testing as Directed by the Owner                                  | LS    | Lump Sum   | \$15,000.00           | Lump Sum   | \$15,000.00           | Lump Sum   | \$15,000.00           |
| 5                          | 270                    | Undercut (Below Subgrade) Unsuitable Soils, Haul, and Dispose Off-Site, as directed by the Engineer        | CY    | \$20.00    | \$5,400.00            | \$20.00    | \$5,400.00            | \$15.00    | \$4,050.00            |
| 6                          | 270                    | Backfill Undercut Areas with Crushed Stone (Including Hauling and Compaction), as directed by the Engineer | CY    | \$80.00    | \$21,600.00           | \$85.00    | \$22,950.00           | \$58.00    | \$15,660.00           |
| <b>TOTAL AMOUNT OF BID</b> |                        |                                                                                                            |       |            | <b>\$3,502,862.00</b> |            | <b>\$3,587,000.00</b> |            | <b>\$3,644,065.00</b> |

**ALTERNATE**

| Item No.                   | Approximate Quantities | Description of Item                                        | Units | Unit Price | Total Price for Item | Unit Price | Total Price for Item | Unit Price | Total Price for Item |
|----------------------------|------------------------|------------------------------------------------------------|-------|------------|----------------------|------------|----------------------|------------|----------------------|
| 1                          | 2000                   | Pavement Overlay of WWTP Access Roads Noted on Sheet C3-01 | SY    | \$14.38    | \$28,760.00          | \$26.00    | \$52,000.00          | \$26.40    | \$52,800.00          |
| <b>TOTAL AMOUNT OF BID</b> |                        |                                                            |       |            | <b>\$28,760.00</b>   |            | <b>\$52,000.00</b>   |            | <b>\$52,800.00</b>   |

"I hereby certify that this is a true tabulation of bids received  
by the The City of Northport Utilities on July 20, 2023 @ 2:00 PM, Local time  
for the Northport Wastewater Treatment Plant Solids Handling Improvements."

*Maci McGee*

Maci McGee  
Engineer



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

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

**MEETING DATE: August 7, 2023**

**SUBJECT: Resolution Authorizing the City Administrator to Execute Change Order No. 1 with ST Bunn Construction Co., Inc. for the Northwood Estates Drive Reconstruction Project**

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

**Prepared By: Engineering - NB**

**Approved By: Tera Tubbs**

**Summary:**

The Engineering department is requesting that the City Council authorize the City Administrator to execute Change Order No. 1 with ST Bunn Construction Co., Inc. for the Northwood Estates Drive Reconstruction project. This is a final balancing change order, with the addition of flowable concrete to address a sinkhole that was discovered during the project. The amount of the change order is \$7,284.40. Documentation is attached.

**Recommendation:**

I recommend that this request be approved.

**Funding Source/GL Code:**

GL Code No. 01-32-600-80001      Amount: \$7,284.40

**Motion for Consideration:**

I move that the City Council authorize the City Administrator to execute Change Order No. 1 in the amount of \$7,284.40 with ST Bunn Construction Co., Inc. for the Northwood Estates Drive project.

**RESOLUTION NO. 23-**

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE  
CHANGE ORDER NO. 1 WITH ST BUNN CONSTRUCTION CO., INC. FOR THE  
NORTHWOOD ESTATES DRIVE RECONSTRUCTION PROJECT**

**WHEREAS**, the Engineering department is requesting that the City Council authorize the City Administrator to execute Change Order No. 1 with ST Bunn Construction Co., Inc. for the Northwood Estates Drive Reconstruction project; and,

**WHEREAS**, this is a final balancing change order, with the addition of flowable concrete to address a sinkhole that was discovered during the project; and,

**WHEREAS**, the amount of the change order is \$7,284.40.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Northport, Alabama that the City Administrator is authorized to execute Change Order No. 1 with ST Bunn Construction Co. Inc. for the Northwood Estates Drive Reconstruction project. The amount of Change Order No. 1 will be \$7,284.40.

**RESOLVED AND DONE THIS 7<sup>th</sup> DAY OF AUGUST 2023.**

**CITY COUNCIL OF THE CITY OF NORTHPORT**

**ATTEST:**

**BY:**

\_\_\_\_\_  
Jeff Hogg, Its President

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

Reading: August 7, 2023

Motion:

Second:

## CONTRACT CHANGE ORDER REQUEST

CITY OF NORTHPORT  
OFFICE OF THE CITY ATTORNEY

OWNER: CITY OF NORTHPORT

ARCHITECT/ENGINEER: Porter-Higginbotham Engineering, Inc.

CONTRACTOR: ST Bunn Construction

PROJECT: Northwood Estates Drive Reconstruction Project

CHANGE ORDER REQUEST NO. 1 DATE: 07/27/23

### 1. DESCRIPTION OF CHANGE:

Balancing change order including two additional pay items required during construction.

2. CHANGE ORDER COSTS: \$7,284.40

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

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

\*If more than 6 items, provide attachments.

### 3. INSTITUTED BY:

### 4. JUSTIFICATION OF NEED:

This is a balancing change order except for the following two items:

Flowable Concrete: A sinkhole/void was discovered around an inlet during construction and had to be repaired while the roadway was under construction.

**Seeding and Mulching:** This item was required for slope tie-in where additional material was used to lessen slope grades behind the curb and gutter. Using this item allowed for the use of less sod.

**5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:**

Both items were required. Bidding would have slowed construction. Additionally, areas of disturbance would have remained open until receiving approval.

---

**6. COSTS REVIEW:**

Costs were evaluated by Project Engineer and deemed in line with current construction costs.

---

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

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

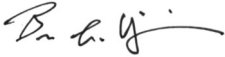
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**8. EXTENSION OF TIME REQUESTED: Calendar Days:**

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**RECOMMENDED:**

**APPROVED:**

BY:   
Northport's Consulting Engineer/Architect

BY:   
Contractor

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

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

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

| NORTHWOOD ESTATES DRIVE RECONSTRUCTION<br>PROGRESS ESTIMATE/BALANCING CHANGE ORDER FOR UNIT PRICE CONTRACT |          |                                                                                                      |        |                       |             |                                                                                       | PAY REQUEST NO.: <span style="float: right;">2</span><br>FINAL |              |
|------------------------------------------------------------------------------------------------------------|----------|------------------------------------------------------------------------------------------------------|--------|-----------------------|-------------|---------------------------------------------------------------------------------------|----------------------------------------------------------------|--------------|
| OWNER:                                                                                                     |          | CITY OF NORTHPORT                                                                                    |        |                       |             |                                                                                       |                                                                |              |
| CONTRACTOR:                                                                                                |          | ST BUNN CONSTRUCTION CO., INC.                                                                       |        |                       |             |                                                                                       |                                                                |              |
| APPLICATION DATE:                                                                                          |          | 5/9/2023                                                                                             |        |                       |             |                                                                                       |                                                                |              |
| PERIOD:                                                                                                    |          | Feb, Mar                                                                                             |        |                       |             |                                                                                       |                                                                |              |
| ITEM NO.                                                                                                   | PAY ITEM | DESCRIPTION                                                                                          | UNIT   | ESTIMATED QUANTITY    | UNIT COST   | TOTAL VALUE                                                                           | INSTALLED                                                      | INSTALLED    |
| 1                                                                                                          | 206D-003 | REMOVING CURB AND GUTTER                                                                             | LF     | 1385                  | \$4.25      | \$5,886.25                                                                            | 1415                                                           | \$6,013.75   |
| 2                                                                                                          | 210A-000 | UNCLASSIFIED EXCAVATION                                                                              | CY     | 300                   | \$16.25     | \$4,875.00                                                                            | 27                                                             | \$438.75     |
| 3                                                                                                          | 210D-015 | BORROW EXCAVATION (A-4) (LOOSE TRUCKBED MEASUREMENT)                                                 | CY     | 52                    | \$24.50     | \$1,274.00                                                                            | 90                                                             | \$2,205.00   |
| 4                                                                                                          | 301A-020 | CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 8" COMPACTED THICKNESS                           | SY     | 2078                  | \$15.25     | \$31,689.50                                                                           | 2235                                                           | \$34,083.75  |
| 5                                                                                                          | 305B-077 | CRUSHED AGGREGATE, SECTION 825, FOR MISCELLANEOUS USE                                                | TON    | 575                   | \$40.00     | \$23,000.00                                                                           | 318.6                                                          | \$12,744.00  |
| 6                                                                                                          | 405A-000 | TACK COAT                                                                                            | GALLON | 992                   | \$3.90      | \$3,868.80                                                                            | 992                                                            | \$3,868.80   |
| 7                                                                                                          | 407B-000 | JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT                                                           | MILE   | 1                     | \$407.00    | \$407.00                                                                              | 0                                                              | \$0.00       |
| 8                                                                                                          | 408A-051 | PLANING EXISTING PAVEMENT (APPROXIMATELY 0.00" THRU 1.0" THICK)                                      | SY     | 1364                  | \$2.00      | \$2,728.00                                                                            | 1364                                                           | \$2,728.00   |
| 9                                                                                                          | 408A-075 | PLANING EXISTING PAVEMENT (APPROXIMATELY 10.1" THRU 11.0" THICK)                                     | SY     | 2078                  | \$16.25     | \$33,767.50                                                                           | 2235                                                           | \$36,318.75  |
| 10                                                                                                         | 424A-340 | SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B | TON    | 476                   | \$107.00    | \$50,932.00                                                                           | 494.48                                                         | \$52,909.36  |
| 11                                                                                                         | 424B-635 | SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B    | TON    | 286                   | \$112.00    | \$32,032.00                                                                           | 336.07                                                         | \$37,639.84  |
| 12                                                                                                         | 424B-636 | SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE A/B      | TON    | 60                    | \$175.00    | \$10,500.00                                                                           | 85.22                                                          | \$14,913.50  |
| 13                                                                                                         | 600A-000 | MOBILIZATION                                                                                         | LS     | 1                     | \$13,800.00 | \$13,800.00                                                                           | 1                                                              | \$13,800.00  |
| 14                                                                                                         | 622A-000 | MANHOLE COVERS RESET                                                                                 | EACH   | 5                     | \$540.00    | \$2,700.00                                                                            | 3                                                              | \$1,620.00   |
| 15                                                                                                         | 623C-000 | COMBINATION CURB & GUTTER, TYPE C                                                                    | LF     | 1385                  | \$30.00     | \$41,550.00                                                                           | 1417                                                           | \$42,510.00  |
| 16                                                                                                         | 654A-000 | SOLID SODDING                                                                                        | SY     | 616                   | \$9.25      | \$5,698.00                                                                            | 650                                                            | \$6,012.50   |
| 17                                                                                                         | 665J-002 | SILT FENCE                                                                                           | LF     | 1650                  | \$2.80      | \$4,620.00                                                                            | 1650                                                           | \$4,620.00   |
| 18                                                                                                         | 665O-001 | SILT FENCE REMOVAL                                                                                   | LF     | 1650                  | \$1.30      | \$2,145.00                                                                            | 1650                                                           | \$2,145.00   |
| 19                                                                                                         | 665Q-002 | WATTLE                                                                                               | LF     | 100                   | \$7.25      | \$725.00                                                                              | 100                                                            | \$725.00     |
| 20                                                                                                         | 680A-001 | GEOMETRIC CONTROLS                                                                                   | LS     | 1                     | \$3,375.00  | \$3,375.00                                                                            | 1                                                              | \$3,375.00   |
| 21                                                                                                         | 703A-004 | TRAFFIC CONTROL MARKINGS, CLASS 2T, TYPE A                                                           | SF     | 64                    | \$10.50     | \$672.00                                                                              | 64                                                             | \$672.00     |
| 22                                                                                                         | 703D-001 | TEMPORARY TRAFFIC CONTROL MARKINGS                                                                   | SF     | 64                    | \$2.10      | \$134.40                                                                              | 64                                                             | \$134.40     |
| 23                                                                                                         | 705A-037 | PAVEMENT MARKERS, CLASS A-H, TYPE 2-D                                                                | EACH   | 48                    | \$10.60     | \$508.80                                                                              | 0                                                              | \$0.00       |
| 24                                                                                                         | 740B-000 | CONSTRUCTION SIGNS                                                                                   | SF     | 358                   | \$9.50      | \$3,401.00                                                                            | 358                                                            | \$3,401.00   |
| 25                                                                                                         | 740E-000 | CONES (36 INCHES HIGH)                                                                               | EACH   | 100                   | \$13.50     | \$1,350.00                                                                            | 20                                                             | \$270.00     |
| 26                                                                                                         | 740F-002 | BARRICADES, TYPE III                                                                                 | EACH   | 8                     | \$312.00    | \$2,496.00                                                                            | 8                                                              | \$2,496.00   |
| 27                                                                                                         | 740I-005 | WARNING LIGHTS, TYPE B (DETACHABLE HEAD)                                                             | EACH   | 2                     | \$143.00    | \$286.00                                                                              | 4                                                              | \$572.00     |
| 28                                                                                                         | 740M-001 | BALLAST FOR CONE                                                                                     | EACH   | 100                   | \$3.00      | \$300.00                                                                              | 0                                                              | \$0.00       |
| 29                                                                                                         | 742A-001 | PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2                                                             | EACH   | 2                     | \$4,750.00  | \$9,500.00                                                                            | 2                                                              | \$9,500.00   |
| 30                                                                                                         |          | UTILITY VALVE BOX RESET                                                                              | EACH   | 2                     | \$109.00    | \$218.00                                                                              | 0                                                              | \$0.00       |
| CHANGE ORDER NO. 1                                                                                         |          |                                                                                                      |        |                       |             |                                                                                       |                                                                |              |
| 31                                                                                                         |          | INLET BOX REPAIR                                                                                     | LS     | 1                     | \$4,987.50  | \$4,987.50                                                                            | 1                                                              | \$4,987.50   |
| 32                                                                                                         |          | SEEDING AND MULCHING                                                                                 | SF     | 600                   | \$1.70      | \$1,020.00                                                                            | 600                                                            | \$1,020.00   |
| TOTAL CONTRACT VALUE:                                                                                      |          |                                                                                                      |        |                       |             | \$294,439.25                                                                          |                                                                |              |
|                                                                                                            |          |                                                                                                      |        | CHANGE ORDERS:        |             |                                                                                       |                                                                |              |
|                                                                                                            |          |                                                                                                      |        | Number 1              |             | \$6,007.50                                                                            | TOTAL VALUE:                                                   | \$301,723.90 |
|                                                                                                            |          |                                                                                                      |        |                       |             |                                                                                       | ORIGINAL CONTRACT:                                             | \$294,439.50 |
|                                                                                                            |          |                                                                                                      |        |                       |             |                                                                                       | ADJUSTED AMOUNT:                                               | \$7,284.40   |
| REQUESTED BY: <u>Matt Shirley</u><br><small>CONTRACTOR REPRESENTATIVE</small>                              |          |                                                                                                      |        | DATE: <u>07.27.23</u> |             | PREVIOUS PAYMENTS:                                                                    |                                                                | \$100,013.67 |
|                                                                                                            |          |                                                                                                      |        |                       |             | AMOUNT DUE THIS APPLICATION:                                                          |                                                                | \$201,710.23 |
| RECOMMENDED BY: <u>B. L. Y.</u><br><small>ENGINEER REPRESENTATIVE</small>                                  |          |                                                                                                      |        | DATE: <u>07.27.23</u> |             |  |                                                                |              |



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

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

**MEETING DATE: August 7, 2023**

**SUBJECT: Resolution Authorizing Special Permit for the 2023 Kentuck Festival of the Arts**

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

**Prepared By: Whitney Bostick**

**Approved By: Darren McGee**

**Summary:**

This resolution will grant a Special Permit to the Kentuck Association for the 2023 Kentuck Festival of the Arts. The special permit will allow for the possession, sale, and consumption of alcohol in a city park on October 14th and 15th, 2023. Kentuck will contract with a craft beer vendor, JS Bartending, who is a licensed ABC Vendor. This vendor will be required to follow all state and local laws regarding the sale, distribution, and consumption of alcohol, including the proper licenses from the State ABC Board.

**Recommendation:**

Approve the attached resolution.

**Funding Source/GL Code:**

**Motion for Consideration:**

I move the adoption of the resolution will grant a Special Permit to the Kentuck Association for the 2023 Kentuck Festival of the Arts. The special permit will allow for the possession, sale, and consumption of alcohol in a city park on October 14th and 15th, 2023.



**RESOLUTION NO.**

**RESOLUTION AUTHORIZING A SPECIAL PERMIT FOR THE 2023 KENTUCK  
FESTIVAL OF THE ARTS**

**WHEREAS**, the annual Kentuck Festival of the Arts is scheduled for October 14 and 15, 2023, in Kentuck Park; and

**WHEREAS**, the Festival would like to allow the sale of craft beer by a properly licensed vendor; and

**WHEREAS**, the City Council has previously amended sections of the Municipal Code that allow for the possession, sale, and consumption of alcoholic beverages in a city park or recreation area by special permit granted the City Council.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Northport, Alabama, hereby grants a Special Permit that will allow for the possession, sale, and consumption of alcoholic beverages at Kentuck Park for October 14<sup>th</sup> and 15<sup>th</sup>, 2023, providing the following:

1. That the sale of alcohol will be provided by a properly licensed vendor.
2. That the properly licensed vendor will comply with all state and local laws regarding the sale, distribution, and consumption of alcohol, including the proper licenses from the State ABC Board.
3. That under no circumstances will patrons be allowed to leave the fenced vendor area of Kentuck Park with alcoholic beverages.
4. That the established hours of alcohol sales are from 10:00 a.m. until 4:30p.m. on Saturday, October 14, 2023 and from 12:00 p.m. until 4:30 p.m. on Sunday October 15, 2023.

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

**CITY COUNCIL OF THE CITY OF NORTHPORT**

BY: \_\_\_\_\_  
Jeff Hogg  
Council President

**ATTESTED:**

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

Reading: August 7, 2023  
Motion:  
Second:



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

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

**MEETING DATE: August 7, 2023**

**SUBJECT: Resolution Authorizing the City Administrator to Execute a Master Services Agreement with Chambless King Architects, LLC and Authorization of Task Order Directive No. 1 for Warrior Sports and Recreation Complex**

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 Master Services Agreement with Chambless King Architects, LLC and authorize Task Order Directive No. 1 for Warrior Sports and Recreation Complex. The amount of Task Order Directive No. 1 is \$888,750.00. Documentation is attached.

**Recommendation:**

I recommend that this request be approved.

**Funding Source/GL Code:**

GL Code No. 01-32-600-82002      Amount: \$888,750.00

**Motion for Consideration:**

I move that the City Council authorize the City Administrator to execute a Master Services Agreement and authorize Task Order Directive No. 1 in the amount of \$888,750.00 for Warrior Sports and Recreation Complex.

**RESOLUTION NO. 23-**

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A  
MASTER SERVICES AGREEMENT WITH CHAMBLESS KING ARCHITECTS, LLC  
AND AUTHORIZATION OF TASK ORDER DIRECTIVE NO. 1 FOR WARRIOR  
SPORTS AND RECREATION COMPLEX**

**WHEREAS**, the Engineering department is requesting that the City Council authorize the City Administrator to execute a Master Services Agreement with Chambless King Architects, LLC and authorize Task Order Directive No. 1 for Warrior Sports and Recreation Complex; and,

**WHEREAS**, the total for Task Order Directive No. 1 is \$888,750.00.

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

1. the City Administrator is hereby authorized to execute a Master Services Agreement with Chambless King Architects, LLC, and
2. Task Order Directive No. 1 in the amount of \$888,750.00 is hereby authorized.

**RESOLVED AND DONE THIS 7th DAY OF AUGUST 2023.**

**CITY COUNCIL OF THE CITY OF NORTHPORT**

**ATTEST:**

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

**BY:**

\_\_\_\_\_  
Jeff Hogg, Its President

Reading: August 7, 2023

Motion:

Second:

# **CITY OF NORTHPORT, ALABAMA**

## **CONTRACT FOR MASTER SERVICES AGREEMENT FOR ARCHITECTURAL AND RELATED SERVICES TO THE CITY OF NORTHPORT FOR DESIGN AND CONSTRUCTION OF A PUBLIC WORKS PROJECT**

**DR. JOHN HINTON, MAYOR**

**CITY COUNCIL OF NORTHPORT**

**Council Members:**

**CHRISTY BOBO  
WOODROW WASHINGTON  
KARL WIGGINS  
JAMIE DYKES  
JEFF HOGG**

**Glenda Webb, City Administrator**

**Warrior Sports and Recreation Complex  
PROJECT: \_\_\_\_\_**

**FOR: Engineering Department  
(City Department)**

**(2023)**

STATE OF ALABAMA )  
TUSCALOOSA COUNTY )  
CITY OF NORTHPORT )

**CONTRACT FOR MASTER SERVICES AGREEMENT TO  
FURNISH ARCHITECTURAL AND RELATED SERVICES  
TO THE CITY OF NORTHPORT AND  
Chambless King Architects, LLC  
FOR DESIGN AND CONSTRUCTION OF A PUBLIC WORKS PROJECT**

(Project Name: **Warrior Sports and Recreation Complex**  
(Project Number: CKA- **23021**)

**THIS AGREEMENT** made and entered by and between the firm of **Chambless King Architects, LLC (CKA)**, hereinafter referred to as the ARCHITECT or CONSULTANT, which will provide architectural and related services described herein to the CITY OF NORTHPORT, a Municipal Corporation, hereinafter sometimes referred to as the OWNER or CITY, for the consideration hereinafter set forth, for a project generally described as a Public Works Project, as further specified herein, as follows:

**ARTICLE 1. SCOPE OF SERVICES**

The general scope of services as hereinafter more particularly described to be provided on the Project, shall consist of architectural and related services of programming, schematic design, design development, construction documents, bidding, construction supervision, and shall include the following associated professional services: interior design, structural engineering, MP/FP engineering, electrical engineering, and general construction cost consulting. Please note that Landscape Architecture and Irrigation Design, Detailed Cost Estimating, Graphic Design and Food Services Equipment Design will be provided as Supplemental Services.

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The Project (hereinafter also sometimes referred to as the "**Warrior Sports and Recreation Complex**") is generally described as follows:

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All design services are subject to Owner's approval of design documents as presented and provided herein.

The Owner's budget for construction of the Project is **Twenty-Five Million Dollars (\$25,000,000.00)**, not including any fees and/or professional services. Said budget includes a 10% contingency. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

## **ARTICLE 2. ARCHITECT'S SERVICES AND RESPONSIBILITIES**

### **A. BASIC SERVICES**

#### **1. PROGRAMMING PHASE**

The Architect shall provide Programming services (hereinafter sometimes "Services") to identify the programming needs of the Project based upon the Owner's anticipated use of the same and based upon Owner's expectations of the nature, scope and extent of operations of the Project within the Owner's stated budget for the Project. The Architect will prepare a draft Program (building & site) outlining what spaces are required in the Project, as well as square footage, occupancy, and adjacency requirements of the Project. The Program shall identify each area of the Project and shall consider the following issues: accessibility by the public, crowd flow and control, interaction between the various functions of the Project. The Program shall also address the project delivery model, site and sports lighting, general turf considerations, etc.

Once the Program is complete, the Architect will send it to the Owner for review and comment. Once reviewed by Owner, the Architect will incorporate any comments by the Owner and reissue to the Owner for final review and approval. Once the Program is approved by the Owner, it will serve as a guide to the Architect for design and construction of the Project. However, if during the course of design it is determined that the approved Program does not coincide with the construction budget for the Project, the Architect shall meet with the Owner to determine appropriate modifications to the approved Program to reconcile it with the construction budget for the Project.

#### **2. SCHEMATIC DESIGN PHASE**

##### **a. Preliminary Evaluation:**

The Architect shall provide a preliminary evaluation of the Program and the Project budget requirements, each in terms of the other.

##### **b. Alternative Approaches:**

The Architect shall review with the Owner alternative approaches to design and construction of the Project.

##### **c. Documents, etc.:**

Based on the mutually agreed upon Program and Project budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

**3. DESIGN DEVELOPMENT PHASE**

**a. Generally:**

Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the Program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical, electrical and related systems, materials and such other elements as may be appropriate.

**b. Statement of Probable Construction Cost:**

The Architect shall submit to the Owner a revised Statement of Probable Cost of constructing the Project, including a detailed estimate of the Cost.

**c. Owner Review:**

Schematic and Design Development documents shall be submitted to Owner's representative.

**4. CONSTRUCTION DOCUMENTS PHASE**

**a. Generally:**

Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of, but not limited to the following: Drawings, Construction Contracts and Plans and Specifications setting forth in detail the requirements for the construction of the Project. Contracts shall comply with all applicable provisions of Alabama Law, including but not limited to Ala. Code §39-1-1 et seq., 39-2-1, et seq. and 39-3-1, et seq. (1975). Architect shall also prepare documents of alternate, separate or sequential bids, and shall provide incidental extra services in connection with bidding or negotiation when requested by the Owner.

**b. Owner Review:**

The Architect shall submit four (4) sets of the Construction Documents to the Owner's representative at least two weeks prior to advertising the Project for bidding. At least one such set shall be in Autocad format.



**c. Preparation of Documents, etc.:**

The Architect shall prepare the necessary bidding information, bidding forms, the conditions of the contract and the formal agreement between the Owner and the Contractor subject to the approval of the Owner and City Attorney.

**d. Adjustments to Cost Estimates:**

The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

**e. Filings:**

The Architect shall have the responsibility for filing documents and obtaining the required approval of governmental authorities having jurisdiction over the Project, including but not limited to the Department of Construction Management and the U. S. Army Corps of Engineers.

**f. Warranties and Guaranties:**

Architect shall include in construction contracts for the Project express warranties and guarantees from contractor(s) in a form substantially as follows:

"The contractor warrants to the Owner and the Architect that all materials and equipment furnished under this contract will be new unless otherwise specified and that all work will be of good quality, free from faults, defects, and in conformance with the contract documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective."

"If, within one (1) year from the date of final completion of the work or designated portion thereof, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the contractor shall correct it promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the contractor a written acceptance of such condition. This obligation shall survive termination of the contract and shall be in addition to any other remedy at law or equity available to the Owner and/or Architect. The Owner shall give such notice promptly after discovery of the condition."

**5. BIDDING OR NEGOTIATION PHASE**

**a. Generally:**

The ARCHITECT, following the Owner's approval of the construction documents and of the latest statement of probable construction costs, shall prepare and complete all necessary documents,

specifications, and contracts for obtaining bids for construction of the Project and submit the same to the Owner for approval or to the Construction Manager for Trade Contractor Bid Package preparation if a Construction Manager is being utilized. The Project shall be bid in accordance with Ala. Code §39-1-1 (1975) et. seq. and Ala. Code §39-2-1 et. seq. (1975).

Note: If the Owner elects to bid the Project in more than one phase, the Architect shall provide the same services set forth herein for each phase.

The Architect shall provide the following Bid Phase Services per Project or per Project phase:

1. Conducting prequalification of Contractors and/or Construction Manager if requested by Owner.
2. Conducting pre-bid conferences.
3. Providing and coordinating bid phase activities including but not limited to the following activities:

**With City** - Preparing and placing advertisements for bids (Cost of advertisement to be paid by Owner) pursuant to Ala. Code §39-2-2(a) (1975).

**Digital** - Reproduction, distribution and handling of plans, specifications and Contract Documents to bidders, pursuant to Ala. Code §39-2-3 (1975).

**N/A** - Accepting deposits from bidders (not in excess of twice the cost of reproduction and handling) and making refunds of deposits as required by Ala. Code §39-2-3 (1975).

**Digital** - Providing 2 copies of Contract Documents for Owner and all State or Federal agencies.

— Communicating with bidders and addressing questions and issues raised by bidders.

— Providing technical interpretations.

— Preparing addenda to specifications or plans.

— Assisting Owner in letting contracts including bid openings, presence at Council Meeting pertaining to the same and opening of bids.

- Promptly analyzing and preparing written tabulations of bid proposals.
    - Evaluating and returning bid bonds in accordance with Ala. Code §39-2-4(a) and Ala. Code §39-2-5 (1975).
  - Recommending contract award to Owner in writing.
  - Notifying low bidder of conditional award in accordance with Ala. Code §39-2-6 (1975).
    - Promptly preparing Contract Documents for execution by bidder, presenting to bidder and verifying prior to delivery to the Owner that the same are properly executed with all necessary supporting documents including bonds and insurance, pursuant to Ala. Code §39-2-8 (1975).
    - Concluding Owner execution of Contract Documents pursuant to Ala. Code §39-2-9 and issuing notice to proceed pursuant to Ala. Code §39-2-10.

In addition, Architect shall assist the Construction Manager and/or the Owner in obtaining bids, rebids, or negotiated proposals, assist in awarding the bid, and shall assist the Construction Manager and/or the Owner in preparing construction contracts for approval by Owner. Provided, however, the Owner reserves the right to utilize its own construction contracts or insert clauses in those provided by the Architect.

**b. Rebid Cost Bid Exceeds Budget, Revisions, etc.:**

See Article 6, Design within Funding Limitation.

**c. Sole Source Materials:**

In the provision of Bid Phase Services to the Owner, the Architect, if the Scope of Architectural Services or the Project provides for the purchase of materials for the construction, modification, alteration, or repair of any publicly owned facility, shall not specify in any bid document the use of materials or systems by a sole source, unless the Architect, in accordance with Ala. Code §39-2-2(f) and 41-16-57(b) (1975), performs the following:

- Documents to the satisfaction of the City Council that the "sole source" product or service is of an "indispensable" nature, that all viable alternatives have been explored, and it has been

determined that only this product or service will fulfill the function for which the product is needed. Frivolous features will not be considered.

- The sole source specification is recommended by the Architect of record and the Architect documents that there is no other product available and that the use of the requirement is of an indispensable nature and why.
- All information substantiating the use of a sole source specification is documented by the Architect in writing and maintained by the Architect and provided to the Owner.
- Complies with all applicable federal regulations.
- The Owner approves.

## **6. CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

### **a. Generally:**

The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate (with the exception of the one year inspection) when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty (60) days after the Date of Completion of the Work.

### **b. Architect, Owner's Representative:**

For the purposes of this agreement, the Architect shall be a representative of the Owner during the construction of the Project and shall advise and consult with the Owner or the Owner's representatives. Generally, with the exception of administering codes, laws and regulations, the Owner's instructions to the Contractor shall be forwarded through the Architect. Provided, Owner reserves the right to communicate directly with Contractor. The Architect shall have authority to act on behalf of the Owner, but only to the extent provided for herein and as provided in the Contract Documents. The Architect shall not have authority to bind the Owner in any manner that is contrary to any term or condition of this agreement or any other contract to which the Owner is a party.

### **c. Architect Duties:**

Although the Architect does not guarantee the performance of the Contractor, it shall be the duty of the Architect (1) to require the Contractor to strictly adhere to the plans and specifications of the Contract Documents, (2) to use his best efforts to secure faithful performance of the contract

by the Contractor, (3) to guard the Owner against defects and deficiencies in the work of the Contractors or subcontractors and (4) to promptly advise the Owner verbally and promptly notify the Owner in writing of any significant departure in the quality of the materials or workmanship from the requirements of the plans and specifications. The Architect shall promptly advise the Owner verbally and promptly notify the Owner in writing of any significant problem with the work or of potential claims.

**d. Access to Work:**

The Architect shall at all times have access to the Work wherever it is in preparation or progress.

**e. Certificates of Payment:**

The Architect shall determine the amount owed to the contractor based on inspections at the site and on evaluations of the contractor's application for payment and shall issue certificates of payment in such amounts provided for in the contract documents after verifying in writing to the Owner that the work for which the contractor is requesting payment on the applications has to the best of his knowledge, information, and belief been performed by the contractor, including change orders pursuant to the contract terms and conditions.

The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's inspections at the site as provided herein and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

**f. Interpretation of Documents:**

The Architect shall be an interpreter of the requirements of the contract documents. In such capacity, the Architect shall render interpretations necessary for the proper execution or progress of the work with reasonable promptness on written request of either the Owner or the contractor, and shall render written decisions within a reasonable time, on all claims, disputes and other matters in question between the Owner and the contractor relating to the execution or progress of the work or the interpretation of the contract documents. However, the City of Northport, as Owner, reserves the right to render its own interpretation of the contract documents, and in the event the Architect's and the Owner's interpretations differ, the Owner's interpretation shall prevail.

Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in written or graphic form. The Architect shall endeavor to secure faithful performance by the contractor. The City of Northport reserves the right not to be obligated or bound by interpretations or decisions of the Architect.

**g. Ensure Contract Compliance, etc.:**

It shall be the duty of the Architect to require the contractor and all subcontractors to strictly adhere to the contract documents, to exercise its best efforts to guard the Owner against defects and deficiencies in the work of the contractors and subcontractors and to promptly notify the Owner in writing of any significant departure in the quality of the materials or workmanship from the requirements of the plans and specifications and contract documents; however, the Architect does not guarantee the performance of the contracts.

**h. Rejection of Work, Special Inspections, etc.:**

The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion and with Owner's consent, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority, subject to Owner's consent, to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

**i. Shop Drawings, etc.:**

The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**j. Bid Law, Change Orders, etc.:**

It shall be the responsibility of the Architect to require compliance with the Alabama Bid Law, Ala. Code §41-16-50, et seq., 39-1-1, et seq. and §39-2-1, et seq. (1975), by the contractor and subcontractors, particularly as it relates to change orders. Architect shall determine if a change order is needed in any given case during performance of the contract. If the Owner or the Architect determines that a change order is needed, then the Architect shall prepare any necessary revisions to the plans or specification and a written change order stating all pertinent facts and submit the same for approval by the Owner or Owner's designated representative. All change orders which would increase the contract sum or construction bid price, extend the contract time or materially change the contractor's scope of work or services, are subject to approval by the Owner's City Council.

The Architect shall verify to the Owner or to Owner's designated representative, in writing, that said change orders have been satisfactorily implemented. The Architect may have authority to order minor changes in the work not involving an adjustment in the contract sum or construction bid price, in extension of the contract time or a material change in the contract scope of work or services.

Any construction contract or subcontract to be supervised and administered by the Architect, pursuant to this agreement, shall not contain clauses pertaining to change orders which conflict with the foregoing provisions.

**k. Completion, Inspections, etc.:**

The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

**l. Extent of Authority:**

The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended beyond the scope as stated herein without written consent of the Owner and the Architect.

**m. Site Observations:**

Administration of the contract by the Architect shall include observations by the Architect, appropriate architectural and engineering professionals and subconsultants who prepared or assisted in the preparation of the plans and specifications for the work on the Project.

In addition, observations by Architect and any subconsultants must be at critical phases of the Project. The Administration of the contract by the Architect is not normally to be construed as meaning the furnishing of continuous inspections unless an on-site representative is desired by the Owner as herein provided. However, the administration by the Architect shall be consistent with the size and nature of the work and will visit the site at intervals appropriate to the stage of construction, with an OAC meeting every two weeks, a final inspection, and an inspection thirty (30) days prior to the end of any guarantee period by the contractor or subcontractors.

For the purpose of this Contract, observations shall mean visual observations of construction and equipment and materials used therein, to permit the Architect to become familiar with and to render professional judgment as to the progress and quality of the Project and to determine if the Project is proceeding in accordance with the contract documents; however, the Architect does not guarantee the performance of the contractor. The observations shall not relieve the contractor,

subcontractor, or any other party from its obligations under the contract documents or generally accepted industry custom.

The Architect shall promptly furnish the Owner, and each of the Owner's designated representatives, a copy of the written report of each observations by him or his representative, engineers, or subconsultants.

**n. Required Tests:**

The Architect shall require in the contract documents that the contractor or subcontractors shall perform and furnish structural, mechanical, chemical and other tests (not construction testing), inspections and reports as required by law, manufacturers, or the contract documents, and Architect shall inform Owner of such required tests, inspections and reports. Owner may elect to contract separately for construction testing.

**7. INTERIOR DESIGN SERVICES**

The Architect as part of basic services shall also provide interior design services on the Project for each phase of services. Interior design services shall include:

**a. Design Development:**

Research and selection of interior finishes.  
Design floor patterns.  
Design of millwork.  
Research and recommendation for specialty lighting.  
Preparation of color boards for the City of Northport for the approval of interior finishes.

**b. Construction Documents:**

Finish schedule and legend – CAD drawing that will be incorporated into the Architect's construction documents.  
Floor pattern plans – CAD drawings that will be incorporated into the Architect's construction documents.  
Interior elevations. Coordinate with the Architect.  
Interior details and interior specifications.  
Meet with the Owner as required.  
Coordinate with other trades as required.

**c. Contract administration:**

Review interior submittals.  
Site inspections during interior phase of construction.



Prepare site inspection reports to be submitted to the City.  
Substantial and final completion inspections and punch list.

**B. ADDITIONAL SERVICES**

With the exception of significant Change Order services in Section B.5, the following additional services shall be provided only if authorized or confirmed in writing by the Owner or compensation is provided for the services in this agreement or as agreed between the parties at that time in addition to the compensation for Basic Services. The Owner shall advise Architect if such additional services are desired.

**1. Future Facilities:**

Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

**2. Coordination of Work:**

Providing coordination of Work performed by separate contractors or by the Owner's forces.

**3. Separate Consultants:**

Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

**4. Substantial Post Approval Revisions:**

Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Architect.

**5. Significant Change Order Services:**

Preparing Drawings, Specifications and supporting data and providing other services in connection with routine change orders are included within compensation for basic services and are not an additional service. Provided; however, providing such services in relation to significant Change Orders to the extent that the Basic Compensation is not commensurate with the services required of the Architect is considered an Additional Service, provided such Change Orders are required by causes not within the control of the Architect and are not attributable in whole or in part to the Architect. A significant Change Order is generally a single Change

Order that in itself exceeds 2.5% of the construction cost. The Architect shall be compensated for significant Change Orders by the amount of work effort based on the Architect's hourly rate schedule.

**6. Owner Construction Services:**

Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.

**7. Replacement Work:**

Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

**8. Services Due to Contractor's Default:**

Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction, unless such defects or deficiencies are attributable in whole or in part to Architect.

**9. Extensive Equipment Assistance, etc.:**

Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

**10. Post Final Payment Services:**

Providing services after issuance to the Owner of the final Certificate for Payment, except as provided herein.

**11. Expert Witness:**

Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, except as otherwise provided herein.

**12. Other Services:**

Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

**13. Models, mockups, etc.:**

Providing models and/or mockups and renderings of the Project.

**14. Site Evaluations, etc.:**

Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites and preparing special surveys, studies and submissions required for approvals for governmental authorities.

**15. Estimates of Operation Cost, etc.:**

Providing detailed estimates of construction cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of equipment, material and labor.

**16. Special Tests, etc.:**

Preparing special surveys, environmental studies and submissions required for approval of governmental authorities having jurisdictional authority over the Project.

**C. TIME**

The Architect agrees to complete all services required by this agreement within the following time periods unless otherwise extended in writing by the Owner. Time is of the essence. Owner will not unreasonably withhold its agreement to extend the time if the circumstances require such so long as the necessity for such an extension is not attributable to the Architect:

**1. Programming Phase:**

Architect will complete and submit all items required for the Programming Phase by See Attachment E – Preliminary Schedule through Design Development Phase

**2. Schematic Design Phase:**

Architect will complete and submit all items required for the Schematic Design Phase by See Attachment E – Preliminary Schedule through Design Development Phase

**3. Design Development Phase:**

Architect will complete and submit all items required for the Design Development Phase by See Attachment E – Preliminary Schedule through Design Development Phase

**4. Construction Document Phase:**

Architect will complete and submit all items required for Construction Document Phase for site work and foundations by **TBD** and for the remainder of the Project by **TBD**.

**5. Bidding Phase: TBD**

Architect will complete and submit all items required for Bid Phase of the Project by **TBD**.

**6. Construction Time: TBD**

There is a **TBD** month (\_\_\_) construction schedule for the entire Project with an anticipated and expected substantial completion date of **TBD** and final completion on **TBD**.

**7. Construction-Administration-Supervision Phase:**

Architect must complete all services required by the terms of this agreement for the administration and supervision of the construction project or work within the time period for the construction contract.

**8. Additional Services:**

Additional services shall be completed at the appropriate time when needed within the framework of the basic services.

**D. LIQUIDATED DAMAGES**

The Architect shall substantially complete work on the Project as enumerated herein. The Architect agrees to pay the Owner liquidated damages in the sum of Two Hundred Fifty (\$250.00) Dollars per business day beyond the specified date that the work on any phase of the Project remains substantially uncompleted, unless the parties agree to an amendment to this contract or unless the delay is no fault of the Architect.

**E. GENERALLY**

**1. Numbering Documents:**

All plans prepared by the Architect or any or professional engineering consultants for all phases shall be separately identified by title, sheet number and official registration seal or signature and administration number. Architect drawings shall

not be combined with other drawings unless deemed to be in the 'incidental' category.

2. **Revisions to Drawings: Drawings will be issued in electronic form.**

All revisions to the Plans or Drawings by the Architect must be issued on full size paper with the changes marked by a number. If a page in the specifications Book is revised then a complete new sheet with the changes marked by a revision number must be issued.

3. **Subconsultants:**

Designated herewith (as applicable) are the subconsultants or associates of the Architect:

See Attached Project Form

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No changes will be made in consultants designated without prior written consent of the Owner.

**F. PERSONNEL**

1. The Architect agrees to assign experienced and competent professional personnel to provide the services to the Owner pursuant to this agreement. The Architect represents to Owner that the following persons are so qualified and are assigned to this Project or, with the consent of Owner's representative, individuals with similar experience and qualifications:

Project Chief Consultant: John Chambless, AIA

Project Manager: Mike Shows, AIA

2. The Owner's designated representative for services in this contract shall be Glenda Webb, City Attorney of the City of Northport.
3. All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Owner: City of Northport  
Post Office Box 2089

Northport, Alabama 35403-2089

With a copy to:

Ron Davis, City Attorney  
Post Office Box 2089  
Northport, Alabama 35403

Architect: Chambless King Architects, LLC  
12 W Jefferson Street, Suite 300  
Montgomery, AL 36104

4. Architect represents and warrants to the City that its Project Chief Consultant, Project Manager and the principle performance of services by Architect pursuant to the terms and conditions of this agreement shall not be changed without the prior written consent of the City's representative.

### **ARTICLE 3. THE OWNER'S RESPONSIBILITIES**

#### **A. GENERALLY**

The Owner has provided herein the information regarding requirements for the Project which set forth the objectives, constraints and criteria, including space requirements and relationships, and expandability, special equipment and systems and site requirements. If the Architect requires further information, he shall make inquiry to the Owner's representatives.

#### **B. BUDGET**

The Owner's budget for construction cost (estimated construction contract price) including a 10% contingency and excluding all fees is

#### **C. OWNER DESIGNATED REPRESENTATIVE**

The Owner's designated representative is authorized to act in the Owner's behalf in certain circumstances with respect to the Project. Depending upon the circumstances, the Owner or such authorized designated representative shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Architect's services to the extent not in conflict with other provisions herein.

#### **D. NOTIFICATION OF FAULTS**

If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

**E. TIMELY DECISIONS**

The Owner shall endeavor to furnish required information and services and shall endeavor to render approvals and decisions within a reasonable period of time as possible for the orderly progress of the Architect's services and of the Work.

**ARTICLE 4. ARCHITECT'S RECORDS**

Records of Reimbursable Expenses and expenses pertaining to additional services and services performed shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative during normal business hours.

Architect shall maintain complete and accurate records with respect to all matters performed pursuant to this agreement. The City shall have free access at all proper and reasonable times to such records and the right to examine and audit the same and to make transcripts there from and to inspect all program data, documents, proceedings and activities of Architect in regard to the Project. Such inspection shall not be in violation of confidentiality guarantees as elsewhere provided herein.

**ARTICLE 5. OWNERSHIP AND USE OF DOCUMENTS**

**A. REPORTS, INTELLECTUAL PROPERTY AND OWNERSHIP OF DOCUMENTS**

**Periodic Reports:** Architect shall, at such time and in such format as the City's representative may require, furnish such periodic reports concerning the status of the Project as may be requested by the City's representative. During the course of providing services, the Architect shall furnish the City, upon request, with copies of all documents and other materials prepared and developed in relation with or as part of the Project. Such a request shall be reasonable and within normal business practices for such work.

**Final Plans and Reports:** The final plans, drawings, specifications, periodic reports, final reports or other documents generated by the Architect as instruments of service pursuant to this agreement, are considered work made for hire and shall be the property and intellectual property solely of the City of Northport as Owner. As instruments of service such documents may be used by the Owner in subsequent phases of the Project or program which is the subject of this Agreement, for future improvements, repairs or expansions of and connections to the Project or program, on subsequent projects or programs utilizing in

whole or in part information or data in the instruments of service of the Architect and also for reference and other information on other projects or programs all without any further compensation to or approval by the Architect. The Owner may also make submissions or distributions of any such instruments of service of the Architect to meet official regulatory requirements or for other purposes in connection with the operations or business of the Owner without any further compensation to or approval by the Architect. The Architect shall take the necessary measures to insure that the Owner has the same rights regarding all subconsultants' instruments of service.

**City Logo and Name:** The Architect shall not use the City of Northport's name or insignia or logo in any magazine, trade paper, newspaper, advertisement or other medium without first obtaining the written consent of the Owner.

**Critical Infrastructure information:** Pursuant to Ala. Code §36-12-40 (1975) as amended by Acts of Alabama 2004-487, neither the Architect, its officers, agents, employees nor any subconsultant, shall at any time allow the dissemination or copying of any information exempted from public disclosure by this section and Tuscaloosa City Code §2-4(d) which specifically provides the location of critical infrastructure or critical energy infrastructure as defined in 42 U.S.C. §5195c(e) and 18 C.F.R. §388.113(c)(1), as amended, belonging to or provided to the Owner.

**Ownership of Non Instruments of Service:** With the exception of instruments of service as previously identified herein, the parties acknowledge and agree that the intellectual property of either party shall remain the property of the respective party. This includes intellectual property developed by the Architect during the course of this agreement such as working papers which include, but are not limited to, preliminary drawings and sketches, calculations, proprietary techniques, procedures or programs, project notes, memoranda, non-owner correspondence, etc., developed or employed in the performance of services to the Owner which shall belong exclusively to the Architect or its subconsultants. The Architect shall clearly mark and identify any such documents or materials that are not instruments of service it deems intellectual property and/or copyrighted information. To the extent they are identified as such, the Owner will take steps reasonably necessary with its employees with respect to the use, copy, protection, and security of such intellectual property of Architect.

Provided, however, the Owner is granted a perpetual license by Architect to utilize any of such Architect's intellectual property or copyrighted material in its possession for and on behalf of its internal operations, as well as maintenance, construction and repair of the Project which was the subject of the agreement or in reference to any program developed or implemented utilizing the services of the Architect pursuant to this agreement without further approval or compensation to the Architect. Such license also extends to the right of the Owner to utilize such intellectual property or copyrighted material during the course of any judicial, mediation, arbitration, or administrative proceeding, regardless of whether the matter concerns Architect or the services or Project to which this agreement pertains. The



Owner's license also extends to making submissions or distributions of such intellectual property or copyrighted material of Architect to meet official regulatory or statutory requirements or for other purposes in connection with the Project or program and future improvements, repairs or expansions of and connections to the Project. Any of such submissions or distributions or usage of Architect's intellectual or copyrighted material shall not be an infringement and shall not be construed as publication or use in derogation of the Architect's rights.

**B. STATE AND FEDERAL LAWS AND REGULATIONS**

The Scope of Services as defined herein and as provided by Architect are based upon those federal and state laws, regulations or requirements in effect on the date of execution of this agreement. State or federal laws, regulations or requirements enacted or promulgated after the date of said execution shall automatically be incorporated by Architect into the Scope of Services to the extent applicable.

**C. CONFIDENTIALITY**

All ideas, memorandums, specifications, plans, manufacturing procedures, drawings, descriptions, and all other written information, drawings, maps and documents submitted to the Architect in connection with the performance of this Agreement shall be held confidential by the Architect and its subconsultants, and shall not, without the prior written consent of the Owner, be used for any purpose other than the performance of the Project, nor be disclosed to any entity not connected with the performance of this Project. Nothing furnished to the Architect, which is otherwise known to the Architect or is, or becomes, generally known to the related industry, shall be deemed confidential.

**D. CONFLICTS OF INTEREST**

The Architect represents and warrants to the Owner that neither it nor any of its subconsultants are aware of any conflict of interest which exists or could arise by means of its provision of services to the Owner pursuant to the terms and conditions of this agreement. This is an exclusive personal service agreement and Architect will not represent the interest of any other person, firm or entity that conflicts with the interest of the Owner in regard to the subject matter of this agreement or the performance of services pursuant to the terms and conditions hereof.

It is understood by and between the parties hereto that neither the Architect, nor any of its officers, agents or employees nor any sub consultant to the Architect nor any subsidiary, parent entity, principal officers nor any entity having a beneficial interest in any of the same, may submit a bid or proposal in response to any request for proposals or advertisement for bids resulting from the services provided in whole or in part pursuant to this agreement.

**E. PUBLICATIONS**

Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

**F. RECORD DRAWINGS, ETC.**

The Architect shall require in the contract documents that the Contractor furnish the Owner two (2) complete record sets of plans and specifications of the Project, as finally constructed, with all corrections, provisions and changes clearly shown thereon (one set of a permanent nature) on CD or disk, as appropriate, compatible with City software and hardware systems, and the other to be a "blue line print") and two (2) complete sets of specifications to which shall be attached copies of all addenda, contract change orders and modifications. The record document shall be delivered to the Owner immediately after final inspection and before final Architect's fee is paid.

**G. OWNER'S USE**

Should the Project or the services of the Architect as herein agreed be terminated upon completion of the services or any phase or portion thereof, the Architect shall immediately deliver, unless requested by Owner to postpone delivery until so requested, ten (10) sets of plans and specifications. The Owner shall be entitled and shall have the right to use these drawings, plans and specifications, with or without modification, and without further compensation to the Architect for the construction of all or any part of the Project. The Owner may utilize such drawings and specifications for subsequent expansion, enlargement, improvement, repair or modification to the building. Provided; however, the Owner shall not hold the Architect liable for any such subsequent use of the Plans and Specification and agrees to hold the Architect harmless therefrom.

**H. OWNER-FURNISHED DATA**

That, the Owner shall provide to the Architect all technical data in the Owner's possession, including previous reports, maps, surveys, and all other information in its possession that the Architect informs Owner's representative is needed and relating to the Architect's work on the Project. Such information shall include, but not be limited to, the Owner's requirements for the Project, and any criteria or constraints known to Owner. Unless otherwise indicated by the Owner, the Architect may reasonably rely upon the adequacy of the information provided by the Owner in performing Architect's services to the Owner, subject to the same recognitions and caveats applicable to Architect's information as provided herein at Article 4. B. and with the further recognition that the Owner is not responsible for the adequacy or accuracy of information and/or data prepared or supplied by third parties.

## **I. OWNERSHIP OF CONTRACT DOCUMENTS**

This contract and the construction contract documents, and copies of parts thereof, are furnished and owned by the City. All portions and copies of parts thereof, are the instruments of service for this Project. They are not to be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

### **ARTICLE 6. DESIGN WITHIN FUNDING LIMITATIONS**

- A.** The Architect shall accomplish the design and all related services required under this contract so as to permit the award for the construction of the Project at a price that does not exceed the estimated construction contract price as set forth herein. When bids or proposals for the construction contract are received that exceed the estimated price, the Owner shall analyze the reasons for the excessive prices and, if appropriate, the Architect shall perform such redesign and other services as are necessary to permit rebidding and contract award within the funding limitation of the Budget amount.
- B.** In the event the total of the lowest bid(s) received by Owner for the Project exceeds the estimated construction contract price for the Project, the Architect agrees to make such revisions and changes to the plans and specifications necessary to reduce the cost of the Project to an amount not in excess of the funds allocated by the Owner for the Project and will perform the incidental work and furnish the number of necessary documents as required by the agreement.

The Architect will be compensated pursuant to the terms and conditions of this agreement for revising plans and specifications at its hourly rate (attached hereto as Exhibit "A"); if the bid overrun does not exceed fifteen percent (15%) of the Architect's estimated construction contract price for the Project (Budget), and provided that the bid overrun is not attributable to the Architect. If the bid overrun exceeds fifteen percent (15%) of the Architect's estimated construction contract price for the Project or the bid overrun is attributable to the Architect, the Architect will revise the plans and specifications at no cost to the Owner.

- C.** The Architect will promptly advise the City Representative if it at anytime finds that the Project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the City representative will review the Architect's revised estimate of construction cost. The Owner may, if it determines that the estimated construction cost contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the

estimated construction cost to an amount within the estimated construction contract price set forth herein.

- D. Effect of Bid Delay: If the Bidding or Negotiation Phase has not commenced within six (6) months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost may be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

## **ARTICLE 7. BASIS OF COMPENSATION**

The Owner shall compensate the Architect for the Scope of Services provided in accordance with the terms and conditions of this Agreement, as follows:

- A. Basic Compensation:

FOR BASIC SERVICES, as described in Article 1 and 2 "A";

The Architect shall receive a total payment in the sum of \$   -  . Payment shall be in increments as indicated in subsection B below.

- B. Payments for Basic Services shall be made as provided in Subparagraph A of this Article, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

|                               |               |
|-------------------------------|---------------|
| Programming Phase:            | percent (5%)  |
| Schematic Design Phase:       | percent (20%) |
| Design Development Phase:     | percent (20%) |
| Construction Documents Phase: | percent (30%) |
| Bidding or Negotiation Phase: | percent (5%)  |
| Construction Phase:           | percent (20%) |

The total cost to the Owner for Basic architectural services as described in Article 1 and 2 A, shall be the sum as specified herein above.

- C. Compensation for Additional Services:

With the exception of significant Change Orders for additional services of the Architect, authorized by the Owner as Additional Services, and any other additional services enumerated in Article 2 B. "Additional Services" for which compensation is provided for separately, compensation for any additional service shall be at the Architects hourly rate as stated in Exhibit A attached hereto and adopted herein by reference. Payment of reimbursable expenses or expenses or fees for additional services or services of other consultants for which a separate fee or reimbursable expense is provided shall not increase

the Architect's fee for basic services as set forth in Article 7, Section A. Basis of Compensation.

D. Invoices:

The Architect shall invoice the Owner for services rendered monthly. The invoice format will be to the satisfaction of the Owner. If payment of the amounts due, or any portion thereof, on any particular invoice, is not made by the Owner within thirty (30) days of receipt of billing, interest on the unpaid balance thereof will accrue at the rate of 1 1/2% per month and become due and payable at the time said overdue payments are due unless delay in payment is due to the improper, contested or inadequate billing procedures followed by the Architect. In the event of disputed or contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with the payment provisions outlined herein. The Owner shall exercise reasonableness in contesting any bill or portion thereof. Where usury limits are less than the stated interest rate above, the maximum lawful interest rate shall apply to the unpaid balance.

The Owner has the right to ask for clarification on any Architect's billing within thirty (30) days of the billing. Until said clarification is issued, no interest will accrue. In the event payment for services rendered has not been made within sixty (60) days from receipt of the invoice for any uncontested billing, the Architect may, after giving seven (7) days' written notice to Owner and without penalty or liability of any nature, suspend all work involved in that particular phase to which the billing relates. Under no circumstances shall the Architect be entitled to payment for services which have not as yet been rendered, or when Architect services have not been fully rendered for which a billing has been made, the Owner shall have the right to deduct from any payment to Architect liquidated damages.

- E. The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that if the scope of the Project or if the Architect's services are changed materially, the amounts of compensation may be equitably adjusted through negotiation between the parties.
- F. If the services covered by this Agreement have not been completed within one (1) year after the scheduled completion of the Project, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein may be equitably adjusted.
- G. The scope and extent of architectural services to be provided under this agreement does not include the cost of the architect for required requested assistance to support, prepare, document, bring, defend or assist in litigation undertaken or defended by the Owner, except for suits or claims between the parties to this Agreement. However, documents, studies, and other data or information otherwise resulting from the performance of this Agreement or amendment thereto by the Architect, may be utilized by the Owner in bringing, defending, or otherwise assisting in litigation undertaken or defended by the Owner without any additional cost to the Owner.

All such services required or requested by the Owner or the Architect will be provided and shall be paid for on a cost reimbursable basis to be negotiated between the parties.

## **ARTICLE 8. REIMBURSABLE EXPENSES**

### **A. GENERALLY**

Reimbursable expenses are in addition to the compensation for basic and additional services and include direct expenditures made by the Architect and Architect's employees and consultants, in the interest of the Project for the expenses listed in the following subsections only, with the prior written consent and approval of the Owner or the Owner's designated representative. Payment of reimbursable expenses or expenses or fees for additional services or services of other consultants for which a separate fee or reimbursable expense is provided shall not increase the Architect's fee for basic services as set forth in Article 7 Section A. Basis of Compensation.

### **B. FEES**

Fees paid for securing approval of authorities having jurisdiction over the Project.

### **C. REPRODUCTIONS**

Expenses of reproductions, postage and handling of drawings, specifications and other design or bid documents excluding reproductions for the office use of the Architect and Architect's consultants and reimbursement of refunds of contract documents, not to exceed a total amount of Not to exceed \$5,000.00 billed as invoiced by printer with 10% handling.

**D.** If authorized in advance by Owner, expense of data processing and photographic production techniques when used in connection with Additional Services.

**E.** If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

### **F. TRAVEL EXPENSES**

All travel expenses incurred shall be reasonable and directly associated with the work of the Architect pursuant to this contract. Expenses shall include, travel cost such as airfare, public transportation (taxi, bus, train, or car rental) tolls and parking charges, travel time, lodging and meals while traveling for activities by Architect and for meetings with Owner staff and officials. Additional reimbursable expenses include miscellaneous costs incurred and directly associated with such travel of the Consultant pursuant to this agreement,

including telephone, fax (\$1.00 per page maximum), postage or shipping charges. All mileage will be at \$0.655 per mile from Consultant's offices to local airport or other incurred personal mileage in private vehicle. Provided; however, Consultant may elect to receive a per diem allowance of a maximum of \$50.00 per day for all travel expenses other than airfare, reproduction cost and car rental mileage, in lieu of reimbursement and accounting for actual expense.

The sum of \$ TBD is hereby established as the budgetary maximum for expenses which will not be exceeded except by mutual written agreement of the parties.

Travel time associated with the performance of services in this agreement is included in the basic fee and is not included in the maximum cost for expenses.

**Note:** There are to be no travel expenses charged by Architect to Owner for time from Architect's offices to Northport.

## **ARTICLE 9. MATTERS AFFECTING PAYMENTS TO ARCHITECT**

### **A. PAYMENTS FOR BASIC SERVICES**

Payments for Basic Services shall be made monthly and shall be in proportion to services performed within each phase of services, on the basis set forth in the article relating to compensation.

### **B. EXTENSION OF CONTRACT TIME**

If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded or extended for a period of at least one hundred twenty (120) days through no fault of the Architect, compensation for any Basic Services required for such extended period of Administration of the Construction Contract may be equitably adjusted as agreed between the parties.

### **C. PERCENTAGE, DELETIONS**

If any portion of the Project is deleted or otherwise not constructed as planned, compensation for such portions of the Project shall be payable to Architect only to the extent services are performed on such portions, in accordance with the percentage set forth in Article 7, based on (1) the lowest bona fide bid or negotiated proposal or, (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost or Detailed Estimate of Construction Cost for such portions of the Project.

### **D. PAYMENTS FOR ADDITIONAL SERVICES**

Payments on account of the Architect's Additional Services as defined in Article 2.B. and for Reimbursable Expenses as defined in Article 8 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred if such services are approved by the Owner.

**E. PAYMENTS WITHHELD**

With the exception of final payment to the Architect for the Construction Phase, no deduction shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors or on account of the cost of changes in the work other than those for which the Architect is responsible in whole or in part.

**F. UNDER ESTIMATE OF CONSTRUCTION COST**

The Architect acknowledges that the Owner's agreement to the compensation amounts set forth herein was derived in part from either the Owner's budget for the Project or the Architect's estimate of construction cost. In any event, if the total bid award for construction of the Project is more than 15% less than said estimate or Owner's Budget within which Architect was to design the Project, the Owner may elect to adjust or receive a refund from Architect in an amount equal to the percentage excess beyond 15% of the bid award of the Architect's maximum payment. See Article 2.4.b. for rebid provisions.

**G. PROJECT COMPLETION, FINAL PAYMENT, ETC.**

Upon satisfactory completion of construction work and its final acceptance by the Owner, the Architect shall be paid any unpaid balance of fee due hereunder. Prior to such final payment under this contract or prior to settlement upon termination or abandonment of the contract, and as a condition precedent thereto, the Architect shall deliver to the Owner all required guaranties, record drawings, and close out documents.

**H. DESIGN ERRORS AND DEFICIENCIES**

The Contract Documents as prepared by the Architect and all subconsultants shall be complete and meet the standard of care in the southeastern United States for that profession. If a component or portion of the Project is incorrectly designed or omitted from the Contract Documents prepared by the Architect for the Project including those of any subconsultant to the Architect due to the negligence of the Architect or any subconsultant of the Architect, the Architect will not be held liable to the Owner to the extent of any "Betterment" or added value to the Project to correct or add the omitted component. Specifically, the Owner will be responsible for the amount it would have paid to the Contractor on the Project for the portion or component if it had been correctly designed or included in the Contract Documents initially at time of bidding. Provided;



however, the Architect will be responsible for any demolition, tear out, retrofit expense, waste, consequential damages to Owner, delay claims from third parties, any intervening increase in the cost of the portion or component and a presumed "premium" of 5% of the cost of the construction or reconstruction of the portion or component.

If the Architect's designs, drawings or specifications (Contract Documents) contain omissions, errors or deficiencies, the Architect shall correct the same at no increase in price to the Owner.

## **ARTICLE 10. INSURANCE**

### **A. INSURANCE**

ARCHITECT shall procure and maintain the types and amounts of insurance as are set forth below. ARCHITECT shall cause OWNER to be an additional insured on ARCHITECT's policy of commercial general liability and automobile liability insurance. Upon execution of this Agreement, ARCHITECT shall provide OWNER with an appropriate certificate (or certificates) of insurance, confirming that ARCHITECT has in place the insurances and coverages required by this Article. Thereafter, ARCHITECT shall update such certificate(s) at least as often as its insurance policies are renewed.

**REQUIREMENTS AND LIMITS.** The underwriter of such insurance shall be qualified to do business in Alabama. The certificates of insurance shall contain a provision that not less than 30 days' written notice shall be given to the OWNER before any policy or coverage is canceled. Without limiting the requirements hereinbefore set forth, the insurance coverages of the ARCHITECT shall include a minimum as follows:

(1) Workmen's Compensation shall be provided as required by the State of Alabama.

(2) Commercial Business Automobile Liability Insurance shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence and shall name the Owner, and their agents, consultants and employees as additional insureds.

(3) Commercial General Liability shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide, at minimum, the following limits:

| Coverage                                 | Limit                         |
|------------------------------------------|-------------------------------|
| General Aggregate                        | \$2,000,000.00                |
| Products, Completed Operations Aggregate | \$2,000,000.00                |
| Personal and Advertising Injury          | \$1,000,000.00 per Occurrence |
| Each Occurrence                          | \$1,000,000.00                |

The Commercial General Liability Insurance policy shall name the Owner, and their agents, consultants and employees as additional insureds.

(4) The ARCHITECT shall have Professional Liability (Errors & Omissions Insurance) coverage in an amount not less than \$1,000,000 for each claim and \$2,000,000 aggregate and

(5) SUBCONSULTANT INSURANCE COVERAGE: ARCHITECT shall require each SUBCONSULTANT to obtain and maintain the types of insurance coverages listed 1-4 above at the same limits (at a minimum) as ARCHITECT.

ARCHITECT shall have responsibility to enforce its SUBCONSULTANT'S compliance with these insurance requirements; however, ARCHITECT shall, upon request, provide the OWNER acceptable evidence of insurance for any SUBCONSULTANT.

(6) Termination of Obligation to Insure: Unless otherwise expressly provided in the Special Provisions of the Agreement, the obligation of the ARCHITECT and its SUBCONSULTANTS to insure as provided herein shall continue as follows:

(a) Professional Liability (Errors & Omissions) Insurance shall be carried for two years after the last Date of Substantial Completion of the Construction Contract(s).

(b) Other Insurance: The obligation to carry the other insurance coverages of Section C above or coverages equal to them, shall remain in effect after the last Date of Substantial Completion of the Construction Contract at any time the ARCHITECT, its SUBCONSULTANTS, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, returns to the Project to perform services required of the Agreement, but in no case shall be less than 24 months beyond the Date of Substantial Completion.

## **ARTICLE 11. TERMINATION OF AGREEMENT**

### **A. TERMINATION**

1. That this Agreement may be terminated by the Owner for its convenience by giving thirty (30) days' written notice to the Architect.
2. This Agreement may be terminated by the Architect upon thirty (30) days' written notice to the Owner, but only if the Owner should substantially fail to perform in accordance with this Agreement through no fault of the Architect or if the performance of the Scope of Services by the Architect is stopped by conditions beyond the control of the Architect. Failure to perform includes failure of Owner to promptly pay the Architect in accordance with Article 3.

3. In the event of termination, the Architect shall be paid in full for all work previously authorized and performed up to the termination date, if the Architect delivers to the Owner all instruments of service completed or partially completed by the date of termination.
4. If no termination is implemented, relationships and obligations created by this Agreement shall terminate upon completion of all applicable requirements of this Agreement.
5. **Loss of Grant Funds:** It is understood and agreed to by and between the parties that to the extent any of the compensation to Architect is payable by Owner from the proceeds of a Grant, if the Owner loses its eligibility to receive or continue to receive Grant funds or for any reasons the Owner no longer can receive or obtain Grant funds, then the Architect agrees it shall immediately terminate the provision of any services on the Project upon notification from the Owner of this fact. While the Owner shall compensate the Architect for services rendered and expenses incurred, it will not be liable to Architect or any of Architect's subconsultants for any services rendered subsequent to the date of notice, nor will the loss of Grant funds and termination of services constitute the basis of any claim whatsoever against Owner by Architect. Provided; however, if the Owner loses Grant funding due to a failure of the Architect or any of Architect's subconsultants failure to perform services, then Architect shall be liable to Owner for all such Grant funds and shall refund to Owner any compensation and expenses paid by Owner for such services.

**B. SUSPENSION, DELAY OR INTERRUPTION OF WORK**

That, the Owner may suspend, delay or interrupt the work of the Architect on the Project for the convenience of the Owner or for reasons beyond the control of Owner or Architect. In the event of such suspension, delay or interruption, an adjustment in compensation may be made for all increases in costs of the Architect's performance under this Agreement.

**ARTICLE 12. GENERAL LEGAL PROVISIONS**

**A. LEVEL OF COMPETENCE**

Architect represents to Owner that it and all subconsultants retained by Architect shall perform services with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care or a competent design professional. If Architect employs any subconsultants, Architect shall employ as subconsultants competent professional engineering and architectural consultants registered in the State of Alabama where needed, subject to the same standard, to assist it to fulfill the terms of this Agreement.

**B. NON-DISCRIMINATION AND COMPLIANCE**

The Architect hereby covenants and agrees that in performing its responsibilities and obligations hereunder, the Architect and its subconsultants will not, on the grounds of race, color, sex, religion, national origin, or disability, discriminate or permit discrimination against any person or group of persons, in any manner. The Architect further agrees to comply with all applicable state and federal ordinances and regulations, including but not limited to the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Civil Rights Act of 1964, and any regulations promulgated thereunder.

**C. TIMELY REVIEW**

The Owner, through its designated representative, shall examine all studies, reports, proposals and other documents presented by Architect, obtain advice of an attorney, insurance counselor, accountant, auditor, City Council, Mayor and other consultants as it deems appropriate for such examination, in a timely manner so as not to delay the services of the Architect.

**D. ADVERTISEMENTS, PERMITS AND ACCESS**

The Owner shall be responsible for and pay for all costs of publishing advertisement for bids and for obtaining permits and licensing that may be required by local, state or federal authorities and shall secure the necessary land, easements, and rights-of-ways and shall provide access as necessary for the Architect to perform his services as required.

**E. ATTACHMENTS**

That, the following are attached hereto and adopted herein by reference:

- Attachment A – Master Plan Program
- Attachment B – Scope of Work
- Attachment C – Master Plan Budget
- Attachment D – Phase 2 Budget
- Attachment E – Preliminary Schedule
- Attachment F – DCM Fee Schedule
- Attachment G – A Studio Proposal
- Attachment H – TOD 1

In the event of a direct conflict between any attachment and the terms of this agreement, the latter shall prevail over the former.

**F. INDEMNIFICATION**

To the fullest extent permitted by law, Architect shall indemnify OWNER and OWNER's officers, directors and employees for costs, losses, judgments, damages and expenses (including

reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of Architect in the performance of its professional Services or failure to render professional services hereunder. In any matters involving allegations of negligent performance of professional services by Architect, Architect's defense duties under this indemnification provision shall include only reimbursement of reasonable defense costs in proportion to the Architect's liability for negligent acts, errors and omissions during Architect's performance.

To the fullest extent permitted by law, the total liability, in the aggregate, of Architect and Architect's officers, directors, employees, agents and subconsultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to Architect's rendering of professional services or failure to render professional services, the Project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by Architect or Architect's officers, directors, employees, agents or subconsultants, or any of them, shall be limited to and shall not exceed the limits of insurance set forth in this agreement under Article 10 INSURANCE, Professional Liability (Errors & Omissions Insurance) coverage.

#### **G. CAPACITY**

Each Party to this agreement represents and warrants to the other as follows:

1. 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.
2. That each has full power and capacity to enter into this agreement, to perform and to conclude 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.
3. That to the extent required, each Party 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 agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
4. That each Party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the Party to the terms and conditions hereof.

5. That absent fraud, the execution of this agreement by a representative of the party 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 a Party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the Party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the Party.
6. That each party represents and warrants to the other 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 either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.
7. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

#### **H. THIRD PARTY BENEFICIARIES**

It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

#### **I. FINAL INTEGRATION**

This Agreement, together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

#### **J. FORCE MAJEURE**

Neither the Owner nor the Architect shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or other events beyond the control of the other or the other party's employees and agents.

#### **K. AMENDMENT IN WRITING**

This Agreement 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.

**L. BINDING EFFECT**

This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**M. CAPTIONS**

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

**N. CONSTRUCTION**

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

**O. MANDATORY AND PERMISSIVE**

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

**P. GOVERNING LAWS**

The laws of the State of Alabama shall govern the validity of this Agreement, 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 Agreement.

**Q. COURT OF JURISDICTION**

That, if the Owner and Architect cannot resolve any outstanding claims, counter-claims, disputes, and other matters in question arising out of or relating to this Agreement, then resolution of said disputes shall be decided by a court of competent jurisdiction. Unless otherwise specified, this Agreement shall be governed by the laws of the State of Alabama.

**R. WAIVER**

Non enforcement of any provision of this agreement 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 agreement.

**S. SUCCESSORS AND ASSIGNS**

1. The Owner and the Architect, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants and conditions of this agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this agreement without the written consent of the other.
2. Use of subconsultants by the Architect or subsidiary or affiliated firms of the Architect for technical or professional services shall not be considered an assignment of a portion of this agreement. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Architect. There shall be no third party beneficiaries to this agreement.

No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

**T. FINES AND PENALTIES**

The Architect shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner which are attributable to the Architect's services pursuant to this agreement. The Owner may deduct the amount of the levied fine or penalty from the Contract amount.

**U. AGREEMENT DATE/COUNTERPARTS**

The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement 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.

**V. 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 Agreement, 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.

**W. SEVERABILITY**

Each provision of this agreement 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 agreement that are valid, but this agreement 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.

**X. COMPLIANCE WITH IMMIGRATION LAW**

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, to the extent allowed by Federal law.

**XI. COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT.**

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the Affordable Health Care Act. 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, to the extent allowed by Federal law.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their undersigned duly authorized representative on the dates set forth below:

**CITY OF NORTHPORT, a Municipal Corporation**

**ATTEST:**

**BY:** \_\_\_\_\_  
**Glenda D. Webb, City Administrator**

\_\_\_\_\_

**ARCHITECT:**

**ATTEST:**

**BY:** \_\_\_\_\_  
**John R. Chambless, Jr., AIA**

\_\_\_\_\_

**STATE OF ALABAMA            )**  
**TUSCALOOSA COUNTY        )**

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

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public.

**STATE OF ALABAMA            )**  
**TUSCALOOSA COUNTY        )**

I the undersigned authority, a Notary Public in and for said State and County, hereby certify that \_\_\_\_\_, who is named as \_\_\_\_\_, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as an act of said corporation.

Given under my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Attachment 'A'

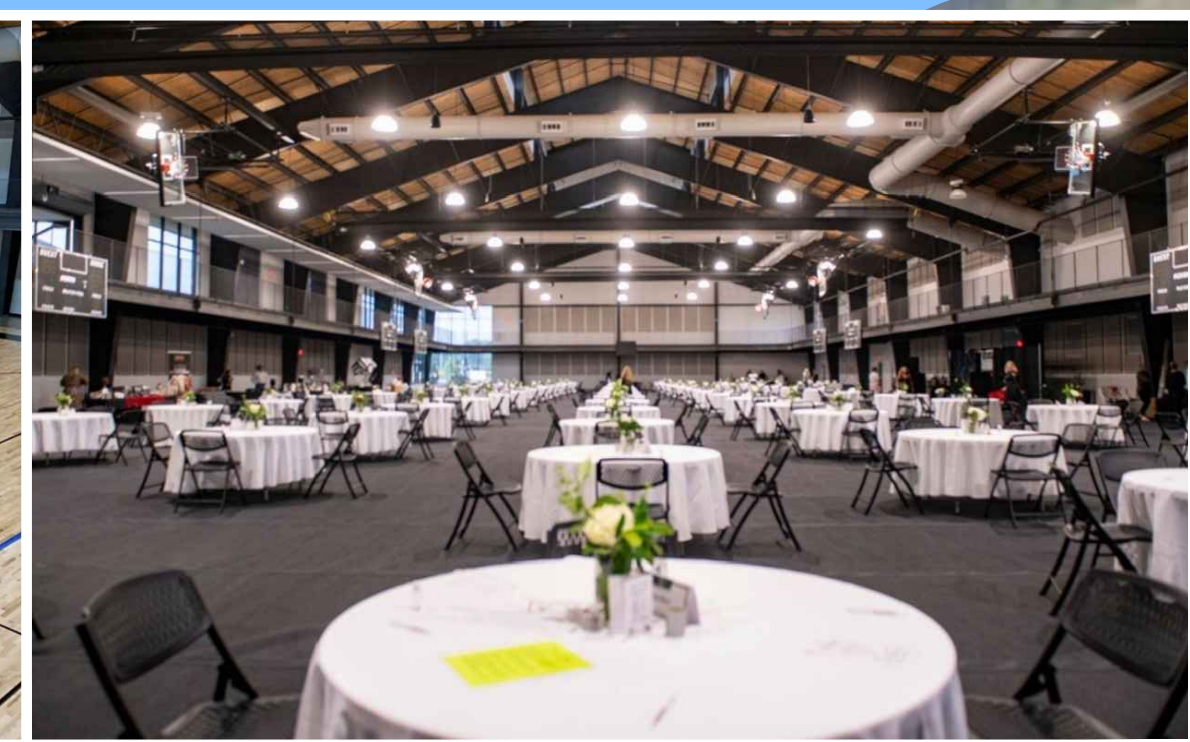
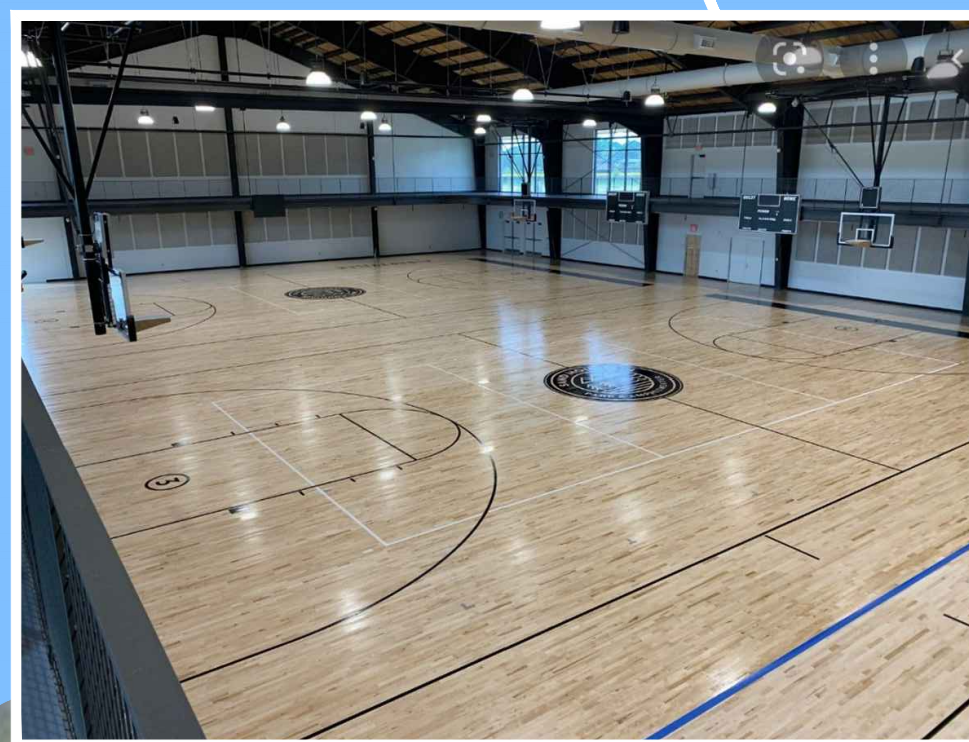
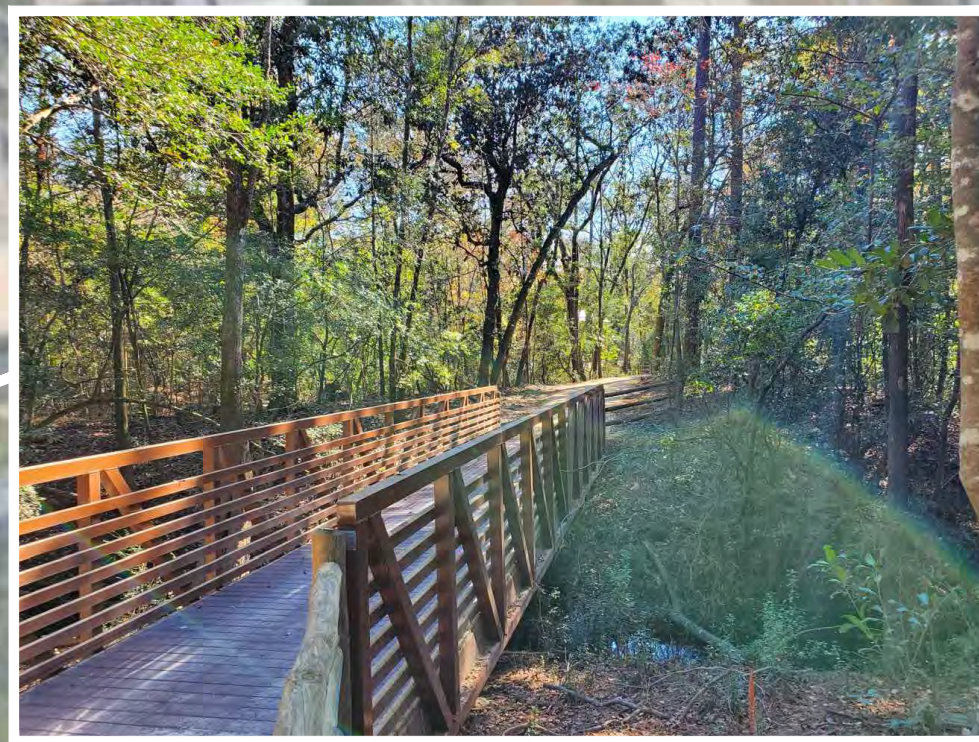
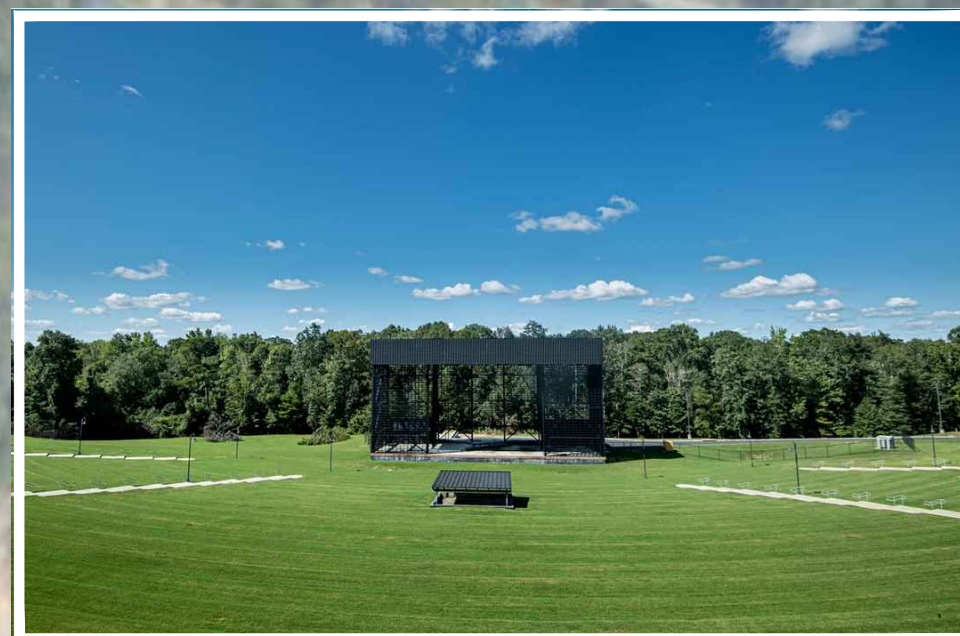
Warrior Sports & Recreation Complex @ the Bridge District  
Master Plan Program & Site Plans

**Chambless King  
Architects**



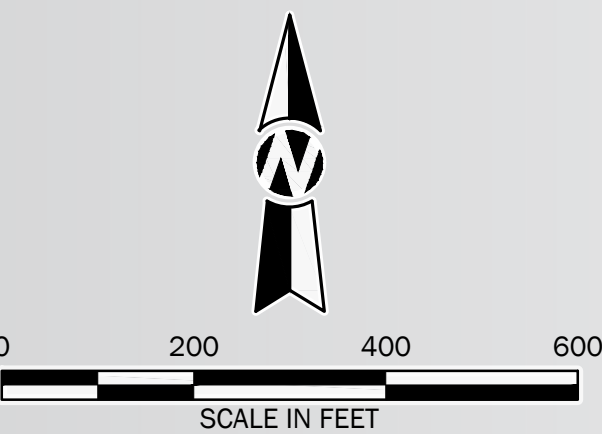
LEGEND

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

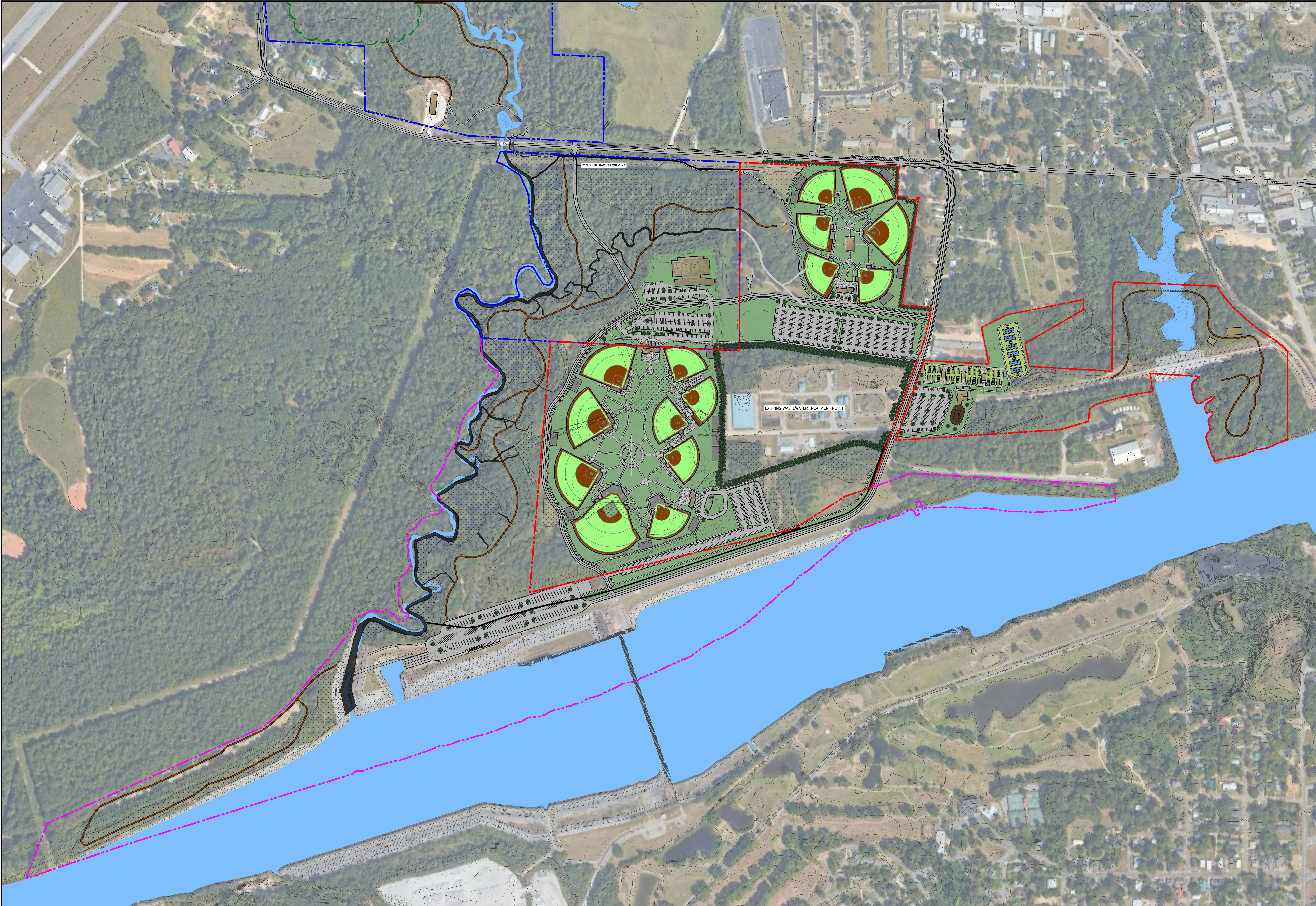


KENTUCK SPORTS AND FESTIVAL COMPLEX  
AT THE BRIDGE DISTRICT

CITY OF NORTHPORT  
NOVEMBER 2022

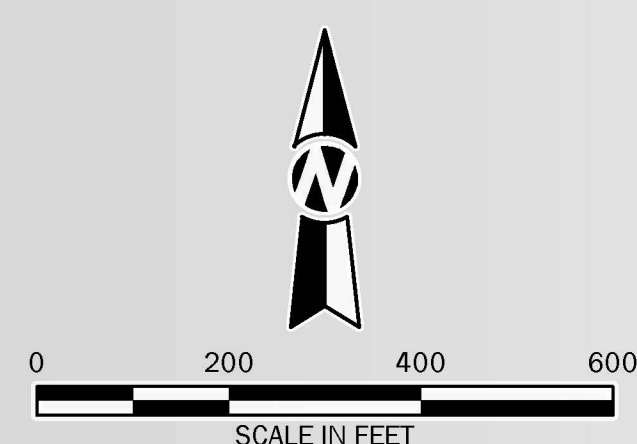






WARRIOR SPORTS AND RECREATION COMPLEX  
AT THE BRIDGE DISTRICT

CITY OF NORTHPORT  
JUNE 2023





1/19/2023

**City of Northport  
Kentuck Sports and Festival Complex  
At the Bridge District**

**Phase 1 – Main Entrance Improvements to 5<sup>th</sup> Street/30<sup>th</sup> Avenue and Oliver Lock Road**

- Intersection realignment
- Traffic signal and pedestrian crossings
- Existing building demolitions
- Turning lanes
- Existing roadway widening and overlay
- Roadway Lighting
- Sidewalks
- Access to Sportsplex/Festival Area and Tournament Park
- Decorative signage
- Wayfinding signage

**Phase 2 – Tournament Park  
(Equal to Albertville in finishes, layouts)**

- 4 turf, 225' fields
- 1 turf, signature 225' field overlooking River
- 3 turf, 300' fields (ability to set temporary fencing for younger ages)
- 1 turf, signature 375' field overlooking River
- 2 Entry buildings (ticket booth, gates, concessions, restrooms)
- 2 Covered areas for eating anchoring either ends of the park (not reflected on layout)
- Covered metal bleachers for all non-signature fields
- Scoreboards for all fields (plugin flexibility at field to allow for seating/tent)
- All field dugouts equal to Albertville (We never used the cold air units. Mounted outdoor fans would be fine in my opinion per dugout)
- Maintenance building (not shown on layout)
- Maintenance equipment specific for turf and amenities
- Signature Fields Amenities (restrooms, bucket seats, covered stands, sound, adjustable lighting, covered dug outs, announcer/sound booth, bull pens)
- Drop off areas at both entries
- Monument Displays at both entries (honoring maybe local baseball and softball players from Division I and/or professional ranks, Council and Mayor for
- Northern and Southern Parking Lots
- Roadway from Oliver Lock and Dam Road to future grassed Amp and Local Park
- Shared Use Path
- Sidewalks (inside complex and outside)
- Northport Concrete Logo in Complex
- On-street parking
- Batting cages in groups of 2
- 2 min. Playground areas, turf (on ether end of facility) w/ sunsails for shading
- Landscape (Heavy evergreen screening with wastewater treatment plant, shade trees in complex and surrounding areas, select cut surrounding areas to maintain all existing we can for natural feel, emphasize looking out over River)
- Field lighting

- Internal complex lighting
- Parking lot lighting
- Roadway Lighting
- Security Cameras?
- WIFI
- Communications
- Black chainlink fencing (minimum)
- Decorative aluminum/equivalent fencing at entrances
- 2 Large Pavilion – large timber, stone fireplace
- 1 Medium Decorative pavilion
- 4 smaller covered areas noted as Q for possible restroom, cooling stations, etc.
- Decorative signage (We have a history of metal works. Maybe use sheet metal and cut out signage?)
- Wayfinding signage (We have a history of metal works. Maybe use sheet metal and cut out signage?)

(TTL is working on detailed, unit price costs for grading, storm drainage (outside of field footprints), water, sewer, sod outside complex and in complex from fields to perimeter fencing, roadways, c and g, sidewalks, shared use path, parking lots, etc. The goal being to cover all costs to where the nice finish element costs are then picked up. Need landscape costs for inside the complex, outside complex. We have lighting for parking lots and roads (Do we draw a line in the sand where you look at this and we look at this or you just cover? We could bring Morgan Garner in now if needed, thoughts?)

Alabama Power is already engaged and we will cover any costs they have to serve us and get power to a point just outside the facility.

### **Phase 3 – Local Park**

**(Equal to Albertville in finishes, layouts)**

- 4 grass/crushed brick, 225' fields
- 2 grass/crushed brick, 300' fields (ability to set temporary fencing for younger ages)
- 1 Entry buildings (ticket booth, gates, concessions, restrooms)
- 1 Covered areas for eating/restrooms/rest area (centrally located)
- Covered metal bleachers for all fields
- Scoreboards for all fields (plugin flexibility at field to allow for seating/tent)
- All field dugouts equal to Albertville (We never used the cold air units. Mounted outdoor fans would be fine in my opinion per dugout)
- Maintenance building (not shown on layout)
- Maintenance equipment specific for grass/crushed brick and amenities
- Drop off area
- Monument Displays – Warrior Park (Honoring Servicemen, Fire, Police, Service Branch and First responder flags, American Flag)
- Parking Lot – west of Activity Building
- Roadway from Oliver Lock and Dam Road into Sportsplex linking up to Tournament Park
- Shared Use Path
- Grand Entrance display over the road dropping down into the Sportplex (maybe looks like a truss bridge across the road with lighting on the supports on either side)
- Sidewalks (inside complex and outside)
- Trail Network

- Batting cages in groups of 2
- 1 Playground area, turf (on ether end of facility) w/ sunsails for shading
- Landscape (Heavy evergreen screening between complex and 5<sup>th</sup> Street, backs of current residential (we assume this will flip retail) and wastewater treatment plant)
- Field lighting
- Internal complex lighting
- Parking lot lighting
- Roadway Lighting
- Security Cameras?
- WIFI
- Communications
- Black chainlink fencing (minimum)
- Decorative aluminum/equivalent fencing at entrances
- Decorative signage (We have a history of metal works. Maybe use sheet metal and cut out signage?)
- Wayfinding signage (We have a history of metal works. Maybe use sheet metal and cut out signage?)

(TTL is working on items similar to noted in Phase 1)

### **Phase 3A – Tennis Courts**

**(Equal to Albertville in finishes, layouts)**

- 4 paved courts
- Covered metal bleachers
- Parking Lot
- Landscape
- Lighting
- Decorative Signage
- Wayfinding Signage

### **Phase 3B – Activity Buiding**

**(Equal to Albertville in finishes, layouts)**

- 4 basketball courts
- 8 volleyball Courts
- Scoreboards
- Seating for 500 people at round tables with chairs
- Kitchen (Heating for catered events)
- Elevated walkway
- Viewing from upstairs?
- Stands
- Weight Room
- Exercise
- Offices
- Entry area
- Concessions/Lounge Area
- Random seating area
- Hosting abilities for Bball and Volleyball and Pickle Ball Tournaments
- Drop off



- Logo/Branding (maybe polished, colored floors and work in the Northport City Logo?)
- Sidewalk (connection to other phases)
- Landscape
- Lighting
- Communications
- WIFI
- Decorative Signage
- Wayfinding Signage

#### **Phase 3C – Pickle Ball Courts**

- 24 paved courts (post tension?)
- Clubhouse/lockers/restrooms/concessions
- Tailgate area
- Covered concrete seating and/or metal bleachers
- Landscape
- Lighting
- Fencing
- Plugins for Tailgate area
- Heavy evergreen screening to the south
- Decorative Signage
- Wayfinding Signage

#### **Phase 4 – Trailhead Pavilion/Restrooms/Parking**

- Police precinct (safe room, restrooms, shower, segways, bicycle, patrol cars, 24/7)(Chambless Help)
- Pavilion with restrooms (They like Northern Riverwalk in Tuscaloosa. We have those costs and we reflected a picture for you)
- 1 playground, turf, themed
- Parking
- Shared Use Path connectivity with existing Levee Trail from downtown Historic Northport
- Sidewalks
- Landscape
- Roadway Lighting
- Security Cameras
- Shared Use Path Lighting
- WIFI
- Communications
- Decorative signage (We have a history of metal works. Maybe use sheet metal and cut out signage?)
- Wayfinding signage (We have a history of metal works. Maybe use sheet metal and cut out signage?)

(TTL is working on items similar to noted in Phase 1)

#### **Phase 5 – Kentuck Festival**

- Large, Central Festival Headquarters, Staging with maybe covered display room for arts and crafts and restrooms
- Kentuck sets up tons of tents under the tree canopy
- Vendor plugins

- Grassed Amp
- Restrooms and concessions at top
- Sound/lighting command center at top
- Elevated concrete stage with removeable railing
- Lighting for Amp (none under tree canopy except maybe to the main building)
- Sidewalks
- Steps
- Landscape
- Select cutting and trimming of existing trees
- Nature Trails
- Plant and Animal Information/Signage
- Cleaning out grounds under canopy
- Interconnecting trails
- Security Cameras
- WIFI
- Communications
- Decorative signage (We have a history of metal works. Maybe use sheet metal and cut out signage?)
- Wayfinding signage (We have a history of metal works. Maybe use sheet metal and cut out signage?)

(TTL is working on items similar to noted in Phase 1)

#### **Phase 6 – Multipurpose Fields**

- 3 turf, soccer size fields
- 1 turf, signature soccer size field
- Goals for soccer and lacrosse and football
- Vendor plugins
- 1 Entry buildings (ticket booth, gates, concessions, restrooms)
- 1 Covered areas for eating/restrooms/rest area (centrally located)
- Grand stands for signature field
- Metal bleachers for all other fields
- Scoreboards for all fields
- Maintenance building (not shown on layout)
- Maintenance equipment specific for grass/crushed brick and amenities
- Drop off area
- Monument Display
- Parking Lots
- Shared Use Path
- Sidewalks (inside complex and outside)
- Trail Network Connectivity
- 1 Playground area, turf w/ sunsails for shading
- Landscape
- Field lighting
- Internal complex lighting
- Parking lot lighting
- Security Cameras
- WIFI

- Communications
- Black chainlink fencing (minimum)
- Decorative aluminum/equivalent fencing at entrances
- Decorative signage
- Wayfinding signage

(TTL is working on items similar to noted in Phase 1)

#### **Phase 7 – Tournament Fishing**

- 200 truck/trailer parking spaces
- 4 boat ramps
- Goals for soccer and lacrosse and football
- Vendor plugins
- 1 Entry building (ticket booth, gates, restrooms)
- 1 Covered areas for eating/restrooms/rest area (centrally located)
- Parking Lots
- Shared Use Path Connectivity
- Trail Network Connectivity
- Landscape
- Parking lot lighting
- Security Cameras
- WIFI
- Communications
- Decorative signage
- Wayfinding signage

(TTL is working on items similar to noted in Phase 1)

#### **Phase 8 – Nature Trails**

- Nature trails
- Smaller pedestrian bridges
- Plant and Animal Information/Signage
- Wayfinding signage
- No lighting

#### **Phase 9 – Shared Use Path and Nature Trails**

- Nature trails
- Pedestrian bridges
- Wayfinding signage
- Lighting and security along shared use path connecting multipurpose to farmers market
- Lighting and security along shared use path going under bridge to Kentucky Sports and Festival Complex
- Majority of cost will go in the 5<sup>th</sup> Street Streetscape Improvements funded by the MPO
- Unpaved trails will have no lights

#### **Phase 10 – Learning Center and Nature Trails and Mountain Bike Technical Trails**

- Nature trails
- Areas for Mountain Bike Technical Trails or advanced hiking
- Shared use path (Not Shown)(Likely pave at least one trail)



- Wayfinding signage
- Lighting along shared use path connecting learning center to Levee Trail
- Larger Pavilion – Large timber, maybe fireplace or pit (built of logs like early settlement)
- Learning Center – 3 sided replica of an early fort along the River (maybe has 4 sides, so doors can be shut and locked.), 2 observation towers only if possible, built of logs like early settlement. Not big square footage, more about learning what it looked like, etc. Display areas under roof or teaching areas to keep area dry, stone along ground for all weather, sight overlooking the River, restrooms (compost or self sustaining. Corp will block trenching in the Levee)
- Lights for shared use path
- Unpaved trails will have no lights
- Power for learning center
- Security at learning center

#### **Phase 11 –Nature Trails and Mountain Bike Technical Trails**

- Nature trails
- Areas for Mountain Bike Technical Trails or advanced hiking
- Shared use path (Not Shown)(Likely pave at least one trail)
- Wayfinding signage
- Pedestrian bridge
- No Lights

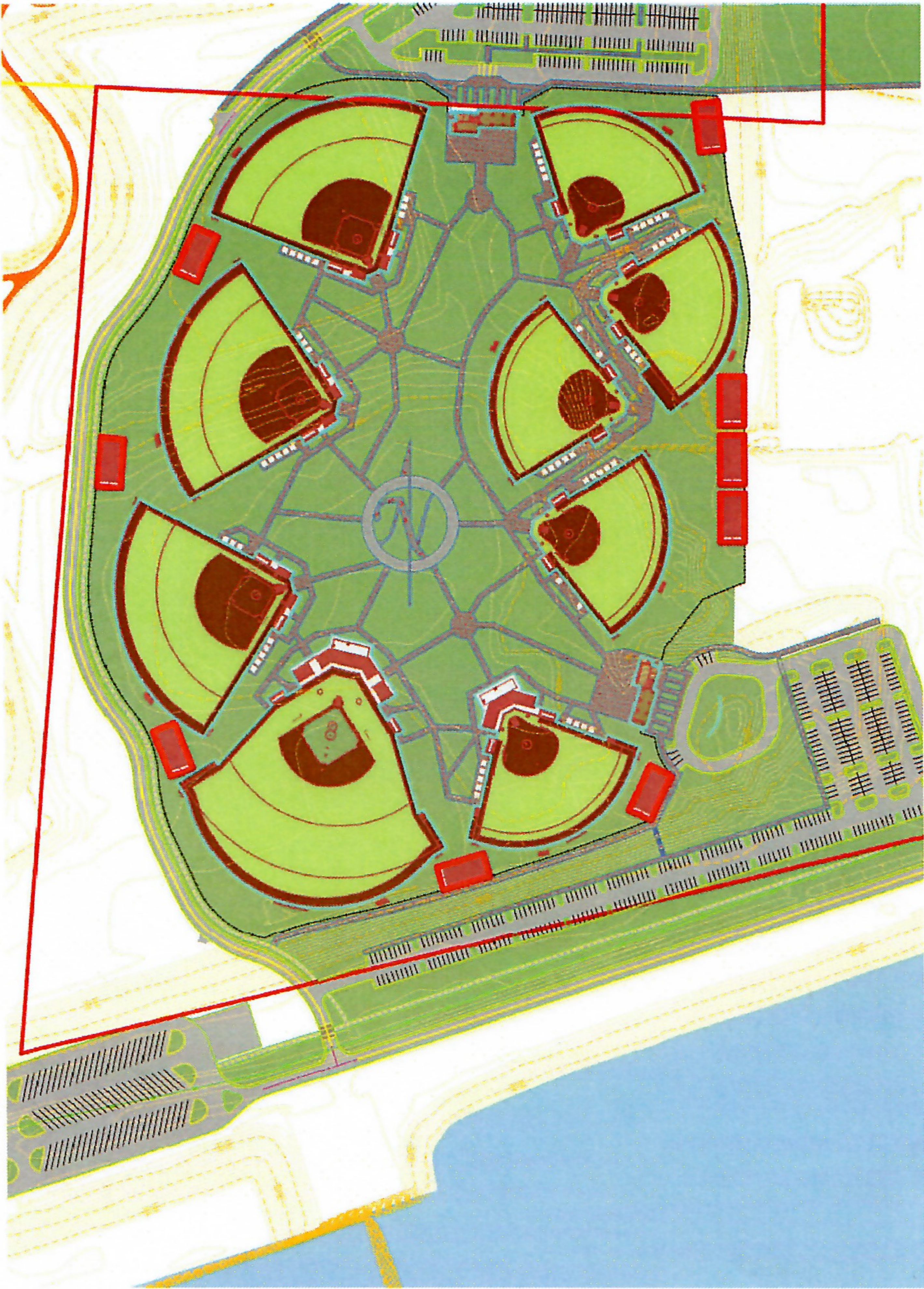
Attachment 'B'

Warrior Sports & Recreation Complex @ the Bridge District  
Phase II Site Plan – Current Scope of Work

**Chambless King  
Architects**



Warrior Sports and Recreation Complex - Phase II



CK  
A



## Attachment 'C'

Warrior Sports & Recreation Complex @ the Bridge District  
Master Plan Budget to be developed during delivery of TOD 1

**Chambless King  
Architects**

## Attachment 'D'

Warrior Sports & Recreation Complex @ the Bridge District

Phase II Budget – Current scope of work and associated construction costs are \$25,000,000 and will be refined during the delivery of TOD 1.

**Chambless King  
Architects**

Attachment 'E'

Preliminary schedule through Design Development Phase

**Chambless King  
Architects**



# Warrior Sports Complex Project Schedule

| Task Name                                            | Duration | Start    | Finish   | Q2  |     |     | Q3  |                                           |                            | Q4  |     |     |
|------------------------------------------------------|----------|----------|----------|-----|-----|-----|-----|-------------------------------------------|----------------------------|-----|-----|-----|
|                                                      |          |          |          | Apr | May | Jun | Jul | Aug                                       | Sep                        | Oct | Nov | Dec |
| <b>Project Launch - Pre-design &amp; Programming</b> | 21d      | 06/27/23 | 07/25/23 |     |     |     |     | Project Launch - Pre-design & Programm    |                            |     |     |     |
| Initial Owners Meeting & Project Overview            | 1d       | 06/27/23 | 06/27/23 |     |     |     |     | Initial Owners Meeting & Project Overview |                            |     |     |     |
| Owner Architect Agreement                            | 16d      | 06/27/23 | 07/18/23 |     |     |     |     | Owner Architect Agreement                 |                            |     |     |     |
| Consultant Agreements                                | 21d      | 06/27/23 | 07/25/23 |     |     |     |     | Consultant Agreements                     |                            |     |     |     |
| Review Owners Program and Current Data               | 10d      | 06/28/23 | 07/11/23 |     |     |     |     | Review Owners Program and Current Data    |                            |     |     |     |
| <b>Schematic Design (SD) Phase</b>                   | 47d      | 07/12/23 | 09/14/23 |     |     |     |     | Schematic Design (SD) Pha                 |                            |     |     |     |
| Develop Owner's Program & Schedule                   | 16d      | 07/12/23 | 08/02/23 |     |     |     |     | Develop Owner's Program & Schedule        |                            |     |     |     |
| Site Research                                        | 8d       | 07/12/23 | 07/21/23 |     |     |     |     | Site Research                             |                            |     |     |     |
| Site Diagramming & Test Fits                         | 16d      | 07/12/23 | 08/02/23 |     |     |     |     | Site Diagramming & Test Fits              |                            |     |     |     |
| Owner Review - 50% SD                                | 1d       | 08/02/23 | 08/02/23 |     |     |     |     | Owner Review - 50% SD                     |                            |     |     |     |
| <b>SD Design</b>                                     | 36d      | 07/12/23 | 08/30/23 |     |     |     |     | SD Design                                 |                            |     |     |     |
| Athletic Fields                                      | 36d      | 07/12/23 | 08/30/23 |     |     |     |     | Athletic Fields                           |                            |     |     |     |
| Venue Entry Buildings                                | 36d      | 07/12/23 | 08/30/23 |     |     |     |     | Venue Entry Buildings                     |                            |     |     |     |
| Maintenance & Service Building                       | 36d      | 07/12/23 | 08/30/23 |     |     |     |     | Maintenance & Service Building            |                            |     |     |     |
| Hardscape & Landscape                                | 36d      | 07/12/23 | 08/30/23 |     |     |     |     | Hardscape & Landscape                     |                            |     |     |     |
| Play Spaces                                          | 36d      | 07/12/23 | 08/30/23 |     |     |     |     | Play Spaces                               |                            |     |     |     |
| Graphics & Way-finding                               | 36d      | 07/12/23 | 08/30/23 |     |     |     |     | Graphics & Way-finding                    |                            |     |     |     |
| Budget & Schedule Update                             | 12d      | 08/30/23 | 09/14/23 |     |     |     |     |                                           | Budget & Schedule Update   |     |     |     |
| Project Delivery Model and Phasing Plan              | 12d      | 08/30/23 | 09/14/23 |     |     |     |     |                                           | Project Delivery Model and |     |     |     |
| Owner Review & Approval - 100% SD                    | 1d       | 09/14/23 | 09/14/23 |     |     |     |     |                                           | Owner Review & Approval -  |     |     |     |
| <b>Design Development (DD) Phase</b>                 | 67d      | 09/14/23 | 12/15/23 |     |     |     |     |                                           | De                         |     |     |     |
| Update Owner's Program & Schedule                    | 1d       | 09/14/23 | 09/14/23 |     |     |     |     |                                           | Update Owner's Program &   |     |     |     |
| Owner Review - 50% DD                                |          |          |          |     |     |     |     |                                           |                            |     |     |     |
| <b>DD Design</b>                                     | 44d      | 09/14/23 | 11/14/23 |     |     |     |     |                                           | DD Design                  |     |     |     |
| Athletic Fields                                      | 44d      | 09/14/23 | 11/14/23 |     |     |     |     |                                           | Athletic Fie               |     |     |     |
| Venue Entry Buildings                                | 44d      | 09/14/23 | 11/14/23 |     |     |     |     |                                           | Venue Entr                 |     |     |     |
| Maintenance & Service Building                       | 44d      | 09/14/23 | 11/14/23 |     |     |     |     |                                           | Maintenan                  |     |     |     |
| Hardscape & Landscape                                | 44d      | 09/14/23 | 11/14/23 |     |     |     |     |                                           | Hardscape                  |     |     |     |
| Play Spaces                                          | 44d      | 09/14/23 | 11/14/23 |     |     |     |     |                                           | Play Space                 |     |     |     |
| Graphics & Way-finding                               | 44d      | 09/14/23 | 11/14/23 |     |     |     |     |                                           | Graphics &                 |     |     |     |
| Budget & Schedule Update                             | 24d      | 11/14/23 | 12/15/23 |     |     |     |     |                                           |                            |     | Bu  |     |
| Update Project Delivery Model and Phasing Plan       | 24d      | 11/14/23 | 12/15/23 |     |     |     |     |                                           |                            |     | Up  |     |
| Owner Review & Approval - 100% DD                    | 1d       | 12/15/23 | 12/15/23 |     |     |     |     |                                           |                            |     |     | On  |

|    | Task Name                                                                                       | Duration | Start | Finish | Q2  |     |     | Q3  |     |     | Q4  |     |     |
|----|-------------------------------------------------------------------------------------------------|----------|-------|--------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|    |                                                                                                 |          |       |        | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| 34 | <input type="checkbox"/> <b>Contract Document Phase - Fast-Track</b>                            |          |       |        |     |     |     |     |     |     |     |     |     |
| 35 | <input type="checkbox"/> <b>Package 1 Site Improvements &amp; Architectural Completion</b>      |          |       |        |     |     |     |     |     |     |     |     |     |
| 36 | Contract Documents                                                                              |          |       |        |     |     |     |     |     |     |     |     |     |
| 37 | Budget & Schedule Update                                                                        |          |       |        |     |     |     |     |     |     |     |     |     |
| 38 | Owner Review & Approval - 100% DD                                                               |          |       |        |     |     |     |     |     |     |     |     |     |
| 39 | <input type="checkbox"/> <b>Package 2 - Architectural, Site &amp; Fields Completion Package</b> |          |       |        |     |     |     |     |     |     |     |     |     |
| 40 | <input type="checkbox"/> Contract Documents                                                     |          |       |        |     |     |     |     |     |     |     |     |     |
| 41 | 50% CDs                                                                                         |          |       |        |     |     |     |     |     |     |     |     |     |
| 42 | 90% CDs                                                                                         |          |       |        |     |     |     |     |     |     |     |     |     |
| 43 | Budget & Schedule Update                                                                        |          |       |        |     |     |     |     |     |     |     |     |     |
| 44 | Owner Review & Approval - 100% DD                                                               |          |       |        |     |     |     |     |     |     |     |     |     |
| 45 | <input type="checkbox"/> <b>Package 3 - Sports Lighting Package</b>                             |          |       |        |     |     |     |     |     |     |     |     |     |
| 46 | Contract Documents                                                                              |          |       |        |     |     |     |     |     |     |     |     |     |
| 47 | Budget & Schedule Update                                                                        |          |       |        |     |     |     |     |     |     |     |     |     |
| 48 | Owner Review & Approval - 100% DD                                                               |          |       |        |     |     |     |     |     |     |     |     |     |
| 49 | <input type="checkbox"/> <b>Package 4 - Fields Package</b>                                      |          |       |        |     |     |     |     |     |     |     |     |     |
| 50 | Contract Documents                                                                              |          |       |        |     |     |     |     |     |     |     |     |     |
| 51 | Budget & Schedule Update                                                                        |          |       |        |     |     |     |     |     |     |     |     |     |
| 52 | Owner Review & Approval - 100% DD                                                               |          |       |        |     |     |     |     |     |     |     |     |     |
| 53 | <input type="checkbox"/> <b>Bidding &amp; Contract Award - Fast Track</b>                       |          |       |        |     |     |     |     |     |     |     |     |     |
| 54 | Package 1 Site Improvements                                                                     |          |       |        |     |     |     |     |     |     |     |     |     |
| 55 | Completion Package Bid and Award                                                                |          |       |        |     |     |     |     |     |     |     |     |     |
| 56 | Public Roll Out Announcement                                                                    |          |       |        |     |     |     |     |     |     |     |     |     |
| 57 | <input type="checkbox"/> <b>Construction Phase</b>                                              |          |       |        |     |     |     |     |     |     |     |     |     |
| 58 | Package 1 Site Improvements & Architectural Completion                                          |          |       |        |     |     |     |     |     |     |     |     |     |
| 59 | Package 2 - Architectural, Site & Fields Completion Package                                     |          |       |        |     |     |     |     |     |     |     |     |     |
| 60 | Package 3 - Sports Lighting Package                                                             |          |       |        |     |     |     |     |     |     |     |     |     |
| 61 | Package 4 - Fields Package                                                                      |          |       |        |     |     |     |     |     |     |     |     |     |
| 62 | <b>Furnishing, Setup &amp; Soft Opening</b>                                                     |          |       |        |     |     |     |     |     |     |     |     |     |
| 63 | <b>Public Opening - Ribbon Cutting</b>                                                          |          |       |        |     |     |     |     |     |     |     |     |     |
| 64 | <b>Warranty Period &amp; Inspections</b>                                                        |          |       |        |     |     |     |     |     |     |     |     |     |

## Attachment 'F'

DCM Fee Schedule of Basic Fee Rates  
CKA Hourly Rates

**Chambless King  
Architects**



# Attachment 'F'

The parties agree that unless agreed in a supplemental writing, all charges for services provided in the contract will be calculated using the Group III percentages.

## **B. SCHEDULE OF BASIC FEE RATES**

| <b>COST OF THE WORK</b>  | <b>FEE IN PERCENTAGE</b> |
|--------------------------|--------------------------|
|                          | <b>BUILDING GROUP</b>    |
|                          | <b>I II III IV V</b>     |
| Up to \$100,000          | 8.0 9.0 10.0 11.0 12.0   |
| 100,001 to 200,000       | 7.0 8.0 9.0 10. 11.0     |
| 200,001 to 300,000       | 6.0 7.0 8. 9.0 10.0      |
| 300,001 to 400,000       | 5.9 6.9 7.9 8.9 9.9      |
| 400,001 to 500,000       | 5.8 6.8 7.8 8.8 9.8      |
| 500,001 to 600,000       | 5.7 6.7 7.7 8.7 9.7      |
| 600,001 to 700,000       | 5.6 6.6 7.6 8.6 9.6      |
| 700,001 to 800,000       | 5.5 6.5 7.5 8.5 9.5      |
| 800,001 to 900,000       | 5.4 6.4 7.4 8.4 9.4      |
| 900,001 to 1,000,000     | 5.3 6.3 7.3 8.3 9.3      |
| 1,000,001 to 1,250,000   | 5.2 6.2 7.2 8.2 9.2      |
| 1,250,001 to 1,500,000   | 5.1 6.1 7.1 8.1 9.1      |
| 1,500,001 to 1,750,000   | 5.0 6.0 7.0 8.0 9.0      |
| 1,750,001 to 2,000,000   | 4.9 5.9 6.9 7.9 8.9      |
| 2,000,001 to 2,500,000   | 4.8 5.8 6.8 7.8 8.8      |
| 2,500,001 to 3,000,000   | 4.7 5.7 6.7 7.7 8.7      |
| 3,000,001 to 3,500,000   | 4.6 5.6 6.6 7.6 8.6      |
| 3,500,001 to 4,000,000   | 4.5 5.5 6.5 7.5 8.5      |
| 4,000,001 to 5,000,000   | 4.4 5.4 6.4 7.4 8.4      |
| 5,000,001 to 6,000,000   | 4.3 5.3 6.3 7.3 8.3      |
| 6,000,001 to 8,000,000   | 4.2 5.2 6.2 7.2 8.2      |
| 8,000,001 to 10,000,000  | 4.1 5.1 6.1 7.1 8.1      |
| 10,000,001 to 12,000,000 | 4.0 5.0 6.0 7.0 8.0      |
| 12,000,001 to 14,000,000 | 3.9 4.9 5.9 6.9 7.9      |
| 14,000,001 to 16,000,000 | 3.8 4.8 5.8 6.8 7.8      |

|                          |                     |
|--------------------------|---------------------|
| 16,000,001 to 18,000,000 | 3.7 4.7 5.7 6.7 7.7 |
| 18,000,001 to 20,000,000 | 3.6 4.6 5.6 6.6 7.6 |
| 20,000,001 to 22,000,000 | 3.5 4.5 5.5 6.5 7.5 |
| 22,000,001 to 24,000,000 | 3.4 4.4 5.4 6.4 7.4 |
| 24,000,001 to 27,000,000 | 3.3 4.3 5.3 6.3 7.3 |
| 27,000,001 to 30,000,000 | 3.2 4.2 5.2 6.2 7.2 |
| 30,000,001 to 33,000,000 | 3.1 4.1 5.1 6.1 7.1 |
| 33,000,001 to 36,000,000 | 3.0 4.0 5.0 6.0 7.0 |
| 36,000,001 to 39,000,000 | 2.9 3.9 4.9 5.9 6.9 |
| 39,000,001 to 42,000,000 | 2.8 3.8 4.8 5.8 6.8 |
| 42,000,001 to 46,000,000 | 2.7 3.7 4.7 5.7 6.7 |
| 46,000,001 to 50,000,000 | 2.6 3.6 4.6 5.6 6.6 |
| 50,000,001 to and over   | 2.5 3.5 4.5 5.5 6.5 |

## BUILDING GROUPS OF THE SCHEDULE

**Group I:** Industrial buildings without special facilities, parking structures and repetitive garages, simple loft type structures, warehouses exclusive of automated equipment, and other similar utilitarian type buildings.

**Group II:** Armories, apartments, cold storage facilities, dormitories, exhibition halls, hangers, manufacturing/industrial plants, office buildings without tenant improvements, printing plants, public markets, and service garages.

**Group III:** College classroom facilities, convention facilities, correctional and detention facilities, extended care facilities, gymnasiums (simple, prefabricated-pre-engineered, minimum types shall be classified under Group II), hospitals, institutional dining halls, laboratories, libraries, medical schools, medical office facilities and clinics, mental institutions, office buildings with tenant improvements, parks, playground and recreational facilities, police stations, public health centers, research facilities, schools (elementary and secondary), stadiums, and welfare buildings.

Also, central utilities plants, water supply and distribution plants, sewage treatment and underground systems, electrical sub-stations and primary and secondary distribution systems, roads, bridges and major site

improvements when performed as independent projects. When any or all of these types of improvements are incidental to an overall plan of architectural development they will be grouped with the basic architectural service of the overall project unless stated otherwise in the agreement.

**Group IV:** Aquariums, auditoriums, art galleries, college buildings with special facilities, communications buildings, special schools, theaters and similar facilities.

**Group V:** Residences and specialized decorative buildings unless otherwise stated in the agreement. Custom designed furnishings shall be categorized in Group V except when considered incidental to the basic architectural service for a building.

### **C. APPLICATION OF BASIC FEE RATE**

1. The Basic Fee percentage rate determined by the project budget shall be applied to the actual cost of the work. It is not necessary to change the Basic Fee percentage rate if the amount of the subsequent construction contract (as awarded or adjusted for minor change orders) falls within a higher or lower bracket of the schedule than the project budget. If major changes in the project and budget occur during the design or construction phases of the project and warrant a change in the Basic Fee percentage rate to provide fair and reasonable compensation, the change must be agreed upon in an amendment to the agreement. "Major Changes" include, but are not limited to, changes in project size, complexity, usage, arrangement, schedule, or phasing of the construction or improvement work and may or may not result in a major, or significant, change in the cost of the work. A Major Change may warrant adjustment of the Basic Fee rate if the change is requested by the Awarding Authority and the change requires additional design, administrative, consultant, or other services not contemplated in the agreement.

2. Unless otherwise stipulated in the agreement, the Basic Fee rate shall apply to the combined cost of all buildings or other work covered by the Agreement. If the work is executed in any manner other than under one lump sum construction contract, or one lump sum construction contract for sitework and a second lump sum construction contract for building construction, the Basic Fee rate shall be subject to adjustment.

3. If the work covered by an agreement is so divided that more than one building group is involved, the Basic Fee rate of the appropriate building group may be applied to each building. Such division of Basic Fee rates must be



stipulated in the agreement.

4. If the scope of an agreement involves substantial duplication of buildings on the same site, the basic fee for all services shall be applicable to the cost of the work for the first building. One-half of the basic fee for Services A, B, and C (design services) shall be applicable to the cost of the work for the second building which is a substantial duplication of the first. The basic fee for Services A, B, and C for other buildings which are substantial duplications of the first and second buildings shall be negotiated and defined in the agreement, but in no case shall exceed the fee for the first duplication. The fees for Services D and E (contract and construction administration services) shall be paid in full for duplicated buildings.

5. If the scope of an agreement involves substantial duplication of buildings on more than one site, the Basic Fee for all services shall be applicable to the cost of the work of site improvements of each site as well as modifications required to adapt the design of the substantially duplicated building to conditions of the second, third, etc., sites. The Basic Fee for all services shall be applicable to the cost of the work for the first building. One-half of the Basic Fee for design services shall be applicable to the cost of the work for the second building which is a substantial duplication of the first. The basic fee for design services for other buildings which are substantial duplications of the first and second buildings shall be negotiated and defined in the agreement, but in no case shall exceed the fee for the first duplication. The fees for contract and construction administration services shall be paid in full for duplicated buildings.

#### **D. ADJUSTMENT FOR MAJOR RENOVATION**

An increase of up to 25% in the Basic Fee Rate will be allowed for major renovation projects. This adjustment is intended to provide compensation to the design professional for the added effort required to investigate and develop drawings of existing conditions and other additional work required for renovation. A project is considered a major renovation if more than 50% of the construction cost involves renovations and alterations. The application of this adjustment is negotiable and must be stipulated in the agreement to be effective. The presence and accuracy of "as-built" drawings of the existing conditions that can be provided by the Awarding Authority to the design professional may minimize or eliminate the need for this adjustment. In general, re-roofing projects are not to be considered as major renovations.

# Chambless King Architects

## Billing Rates for 2023

### RATE SCHEDULE: COST-PLUS FEE AND/OR ADD'L SERVICES OF ARCHITECT

#### ADDITIONAL SERVICES OF THE ARCHITECT

|                             |          |          |
|-----------------------------|----------|----------|
| Principal                   | \$250.00 | per hour |
| Project Manager             | \$195.00 | per hour |
| Interior Designer           | \$150.00 | per hour |
| Design Staff                | \$150.00 | per hour |
| Administrative              | \$125.00 | per hour |
| Construction Administration | \$150.00 | per hour |

#### ADDITIONAL SERVICES OF THE CONSULTANT

Owner will be billed at a multiple of 1.5 times the amount billed the Architect for such services, unless otherwise specified in the contract.

#### REIMBURSABLE EXPENSES

**NOTE:** There will be a 10% handling charge on all reimbursable expenses, unless otherwise specified in the contract.

|                                               |          |                     |
|-----------------------------------------------|----------|---------------------|
| Meals, Room, Commercial Air, Auto Rental/Taxi |          | actual cost         |
| Travel Expense                                | \$0.650  | per mile            |
| <u>Printing &amp; Handling</u>                |          |                     |
| B/W Copies                                    | 8-1/2x11 | \$0.10 per sheet    |
|                                               | 11x17    | \$0.50 per sheet    |
|                                               | 24x36    | \$0.75 per sheet    |
|                                               | 30x42    | \$1.00 per sheet    |
| <u>Color Large Format</u>                     |          |                     |
| Line Work                                     |          | \$2.75 per sq. ft.  |
| Graphics                                      |          | \$6.50 per sq. ft.  |
| <u>Photo Gloss Paper</u>                      |          | \$10.00 per sq. ft. |
| <u>Color Copies</u>                           | 8-1/2x11 | \$0.60 per sheet    |
|                                               | 11x17    | \$1.00 per sheet    |
| <u>Binding</u>                                |          |                     |
| 8-1/2x11 Specifications                       |          | \$2.00 per set      |
| Large Format Screws                           |          | \$5.00 per set      |
| Large Format Staples                          |          | \$2.00 per set      |

#### INTERIOR DESIGN

|                    |                      |      |
|--------------------|----------------------|------|
| Presentation Board | \$300.00             | each |
| Rendering          | actual cost plus 10% |      |



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City of Northport

Parks & Recreation  
07/31/23





## City of Northport

Northport Recreation Complex Branding  
07/31/23

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### Overview

The city of Northport is in the early development phase of a large sport and recreation complex aimed at offering health and recreation amenities to the community as well as develop the economy of the city as a whole in facilities to host regional sporting and entertainment events.

There is excitement behind the vision of this new park to raise the standard of what a community recreation experience can be through excellent facility design, thoughtfulness in branding and wayfinding, and a tangible energy in promotional materials and social media.

### Opportunity

The opportunity exists to create and define the brand of this new park so that the name, visuals, logo, colors and messaging are aligned and compelling to a wide audience. Once this branding is established, translating this identity into the language and marketing communications for Northport as a whole, will help to establish this project as a catalyst for economic development and drive community engagement through memberships. For this process, A Studio will serve as the Strategy, Design, and Brand Management partner, ensuring the work is as effective in the long term as possible, and day to day decisions are being executed at the highest level.

### Approach

To accomplish the many needs that both the City of Northport and Chambless King will have over the life of this development project, an approach of multiple phases is our initial recommendation (brand presentation, marketing campaign presentation, and wayfinding/signage presentation, economic development, and media development).

Phase 1 - Research, Naming, Brand Identity, & Brand Messaging

Phase 2 - Wayfinding/Facility Signage

Potential Future Phases:

Phase 3 - Economic Development Deck & Presentation Management

Phase 4 - Media Package - (Video & Photography)

Phase 5 - Marketing Campaigns & Implementation



## City of Northport

Northport Recreation Complex Branding  
07/31/23

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### Scope of Service

#### **Phase 1 - Research, Naming, Brand Identity, & Brand Messaging** **\$33,750**

- Interviews with City Representatives
- Name Development, Presentation, & Trademark Research
- Brand Identity Development
- Visual Identity System
- Brand Standards
- Brand Language

**Timeline - 6 to 8 weeks**

#### **Phase 2 - Wayfinding/Facility Signage/Branded Items** **\$67,500**

- Wayfinding Conceptual Presentation
- Highway Promo Signage
- Highway wayfinding
- Exterior Park Signage
- Facility Signage (ind facility)
- Rec Center interior signage
- Production Coordination: File preparation and export / vendor communication
- Facility Design Conceptual Presentation (On Property Signage
- Operational Print Needs - Flyers/Posters/Etc.. Monthly Poster Campaigns
- Employee Apparel Design
- Promotional Items - Hats, Shirts, Other items... (Design & management)

**Timeline - Concepts to be completed to coordinate with Chambless King Architects timeline**

**Total** **\$101,250**



## City of Northport

Northport Recreation Complex Branding  
07/31/23

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### Potential Future Phases—

#### Phase 3 - Economic Development Deck & Presentation Management

TBD

- Development Deck Outline & Research
- Comm/ Talking Points Strategy
- Layout/Design
- Ongoing Management
- Limited Development Media Package (Photo/Drone)

**Timeline - TBD**

#### Phase 4 - Media Package - (Video & Photography)

TBD

- Creative Direction of Media Library
- Property/ Lifestyle Photography - 5 total days of shooting, 5 yr license
- Video of amenities (library of videos/ raw) - up to 10 mins finished "b-roll"
- Northport/ Community story piece - 3-4 minute, interview-based

**Timeline - Completed for Opening Ceremony**

#### Phase 5 - Marketing Campaign & Implementation

TBD

- Marketing Campaign Concepts (Membership & Sports Complex)
- Website Wireframing & Design
- Website Content Development/Copywriting
- Website Development (Wordpress Development & Launch Management)
- SEO/SEM Strategy
- Print Campaign Production - Promo Needs (posters, and flyers)
- Social Media Content Schedule/Strategy/Standards
- Social Media Management, Content Posting & Audience Growth
- Email Marketing Strategy & Content Management
- Gift for Significant Corporate Clients
- Resident Membership Campaign

**Timeline - TBD**





## City of Northport

Northport Recreation Complex Branding  
07/31/23

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### Overview

The above budget is a monthly fee to be invoiced by the 5th of each month for the upcoming month, and due upon receipt. All services completed for the Northport Recreation Complex during this time period will fall into this scope of services. Additional requested services for other potential projects (City of Northport projects outside of the Sports and Recreation Complex), or production of items provided beyond the approved scope would be estimated in advance and billed at the agency rate of \$130 per hour.

This does not include production of any print, signage, advertising budgets or promotional product needs. Any additional third party fees outside of this scope of services to be estimated, approved, and billed separate from this agreement.

### Authorization

A Studio is authorized to proceed with the Northport Sports and Recreation Complex Brand Development Program as outlined in this scope of work. All billing and management for this project will be handled by A Studio That Works, LLC in Birmingham, AL.

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Andrew Thomson for A Studio:  
Date

31-Jul-23

## TOD 1 – Master Services Agreement, Warrior Sports and Recreation Complex`

**Scope of Work** - Design Services for Phase 2 of master plan – See attachment ‘B’ for description of Phase 2.

### Fee Breakdown for TOD -1

#### Basic Services and Supplemental Services to be provided:

Basic Services: All architectural, electrical, mechanical, structural through the design development phase of work.

Supplemental services include branding and graphic design, detailed cost estimating, landscape architecture,

and food service equipment design through the design development phases of work.

#### Basic Services Fee

|                                           |                        |
|-------------------------------------------|------------------------|
| Estimated Construction Budget (Fee Basis) | \$ 25,000,000.00       |
| DCM Fee Rate                              | <u>5.30%</u>           |
| Architect Fee                             | <b>\$ 1,325,000.00</b> |

#### Fee Calculation for TOD 1 - Through Design Development Phase

|                          |                      |
|--------------------------|----------------------|
| Programming - 5%         | \$ 66,250.00         |
| Schematic Design - 20%   | \$ 265,000.00        |
| Design Development - 20% | <u>\$ 265,000.00</u> |
|                          | <b>\$ 596,250.00</b> |

#### Supplemental Services

|                               |                     |
|-------------------------------|---------------------|
| Branding & Graphic Design     | \$ 101,250.00       |
| Landscape Architecture        | \$ 135,000.00       |
| Detail Cost Estimating        | \$ 36,250.00        |
| Food Service Equipment Design | <u>\$ 20,000.00</u> |

Total for Supplemental Services **\$ 292,500.00**

#### Reimbursables - As occurs with 10% coordination

Fee basis will adjust from time to time as construction costs are updated

Total for TOD 1 **\$ 888,750.00**



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

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

**MEETING DATE: August 7, 2023**

**SUBJECT: Minutes, July 24th, 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 24th, 2023, Council Meeting. They serve as official documentation of what transpired during the meeting and provide a reference for attendees and those unable to attend.

**Recommendation:**

**Funding Source/GL Code:**

**Motion for Consideration:**

**Approval of the Consent Agenda will approve the minutes from the July 24th , 2023 Council Meeting.**



The regular called Meeting of the Northport City Council convened at **5:30 p.m. on Monday, July 24, 2023**, at Northport City Hall, located at 3500 McFarland Blvd, Northport, AL, 35476, in the Council Chambers. The invocation was offered by Mayor Hinton and President Hogg led the assembly in the Pledge of Allegiance. Upon roll call, the following were found to be present: President Hogg, Pro Tem Bobo, and Councilman Wiggins. Also present at tonight's meeting, Mayor Hinton and City Administrator Webb. Absent and failing to vote at tonight's meeting, Councilman Washington and Councilwoman Dykes.

**Motion** by Pro Tem Bobo, **Second** by Councilman Wiggins to **approve the agenda for the July 24, 2023, Council Agenda**. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Wiggins, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

**Ms. Judy Holland, 3617 McFarland Blvd, Northport, AL 35476**, addressed Mayor and Council this evening to discuss progress in Northport and how selling the Community Center will affect progress. Her intent, to tell the Council what the community would like to see happen with the community center and to address the negativity that is the result of this sale and how moving forward everyone can stop it.

**Motion** by Councilman Wiggins, **Second** by Pro Tem Bobo to **adopt Ordinance 2189 amending Section 2-36 of the Northport Municipal Code pertaining to addressing the City Council**. Roll call was as follows: Councilman Wiggins, Yes; Pro Tem Bobo, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

**Motion** by Pro Tem Bobo, **Second** by Councilman Wiggins to **adopt Permanent Resolution 23-134 authorizing the City Administrator to Execute a Deed Dedicating portions of Fire Station 3 as Right-of-Way and Temporary Construction Easement**. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Wiggins, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

**President Hogg offered for a 1<sup>st</sup> Reading, Ordinance Amending the Dirt Road Policy to include Stabilizing Dirt Roads within the City Limits of the City of Northport.**

**President Hogg offered for a 1<sup>st</sup> Reading, Ordinance Amending Chapter 38, Article II of the Northport Municipal Code pertaining to Fireworks.**

**President offered for a 1<sup>st</sup> Reading, Ordinance Amending Chapter 2 of the Northport Municipal Code pertaining to a Travel Policy for Elected Officials.**

**President Hogg offered for a 1<sup>st</sup> Reading, Ordinance Ordering Demolition of an Unsafe Structure Located at 1314 10<sup>th</sup> Street.**

**President Hogg offered for a 1<sup>st</sup> Reading, Ordinance Ordering the Demolition of an Unsafe Structure Located at 4104 Hwy 43 N.**

**Motion** by Pro Tem Bobo, **Second** by Councilman Wiggins to **adopt Resolution 22-135 Re-Appointing Mr. Terry Woods to the Northport Civil Service Board for a six (6) year term expiring on July 31, 2029**. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Wiggins, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

**Motion** by Councilman Wiggins, **Second** by Pro Tem Bobo to **adopt Resolution 23-136 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**. Roll call was as follows: Councilman Wiggins, Yes; Pro Tem Bobo, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

**Motion** by Councilman Wiggins, **Second** by Pro Tem Bobo to **adopt Resolution 23-137 Authorizing the City Administrator to enter into an agreement with Motorola Solutions, Inc. for a computer-aided dispatch system for the Police Department**. Roll call was as follows: Councilman Wiggins, Yes; Pro Tem Bobo, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

**Motion** by Councilman Wiggins, **Second** by Pro Tem Bobo to **adopt Resolution 23-138 Authorizing Water Service Outside of City Limits to be provided to Mr. Eric Davis for property located at 14752 Acker Road, pursuant to the conditions in the resolution**. Roll call was as follows: Councilman Wiggins, Yes; Pro Tem Bobo, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

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**Motion** by Pro Tem Bobo, **Second** by Councilman Wiggins **to adopt Resolution 23-139 Authorizing the City Administrator to execute an agreement with the State of Alabama for the MLK Improvements Project, Phase I (Bridge).** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Wiggins, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

**Motion** by Pro Tem Bobo, **Second** by Councilman Wiggins **to adopt Resolution 23-140 Authorizing the City Administrator to Execute a Right-of-Way Use Agreement with Billy’s Sports Bar and Grill.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Wiggins, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

**Motion** by Pro Tem Bobo, **Second** by Councilman Wiggins **to adopt Resolution 23-141 Authorizing the City Administrator to Execute an Agreement with ST Bunn Construction, Inc. to place two speed tables and striping on 30<sup>th</sup> Street.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Wiggins, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

**Motion** by Councilman Wiggins, **Second** by Pro Tem Bobo **to adopt Resolution 23-142 Authorizing the Application in the State of Alabama Law Enforcement Agency for the Homeland Security Grant for the fiscal year 2023.** Roll call was as follows: Councilman Wiggins, Yes; Pro Tem Bobo, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

**Motion** by Pro Tem Bobo, **Second** by Councilman Wiggins **to adopt Resolution 23-143 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.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Wiggins, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

**Motion** by Councilman Wiggins, **Second** by Pro Tem Bobo **to approve the Consent Agenda for the July 24, 2023, Council Meeting as printed:**

**CONSENT AGENDA**

1. Minutes, July 10, 2023, Regular Meeting- Ms. Webb
2. Bill Listing- Ms. Webb
3. PO Requisition, Reimbursement of Paramedic School Costs, Nicholas Brown, \$6,048.00- Chief Marshall
4. PO Requisition, Hardware and Software Purchase for the Flex (Spillman) Nutanix Cluster, CDWG, \$163,695.00- Mr. Murphy
5. PO Requisition, SCADA Software License Renewal/Upgrade, Electric Machine Control, Inc., \$10,931.31- Mr. Turner
6. PO Requisition, Mobile Read System, Empire Pipe & Supply, \$7,975.00- Mr. Turner
7. PO Requisition, Metro Jail Bill, Tuscaloosa County Commission, \$51,892.50- Chief Burton
8. PO Requisition, Meal Reimbursement, Lt. Burgett, \$135.97- Chief Burton
9. PO Requisition, Meal Reimbursement, Chief Burton, \$206.49- Chief Burton

Roll call was as follows: Councilman Wiggins, Yes; Pro Tem Bobo, 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 was **one** item under Public Hearings for the **Planning & Inspection Department**.

President Hogg Opened the Floor for a Public Hearing for Agenda Item, 11c1, 2<sup>nd</sup> Reading, Ordinance of Conditional Use Approval for Outside Storage of Equipment Located at 1786 Harper Road.

There were no citizens to address Mayor and Council for this Public Hearing.

President Hogg Closed the Floor for a Public Hearing for Agenda Item, 11c1, 2<sup>nd</sup> Reading, Ordinance of Conditional Use Approval for Outside Storage of Equipment Located at 1786 Harper Road.

**Motion** by Pro Tem Bobo, **Second** by Councilman Wiggins **to adopt Ordinance 2190 for Conditional Use for Outside Storage of Equipment for a business located at 1786 Harper Road**. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Wiggins, Yes; and President Hogg, Yes. **Motion Carried Unanimously**.

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 place on Thursday, August 3<sup>rd</sup>, 2023, 5:30-9:00 pm at the Riverside Track.

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

**Mayor Hinton**, Mayor Hinton stated his thoughts on the Northport Community Center and the unrest amongst citizens. He admitted he sees the emotional ties that many citizens have to the Northport Community Center; however, he also understands the Council’s stance on trying to move Northport forward, to grown in positive ways. He said the park issue is not as simple as it seems. He informed the crowd that Ms. Webb and President Hogg had recently met with members of the Civitan Park discussing ways to grow and improve the park and possible adding a children’s playground. He feels the park is secure and will continue to serve as a Northport landmark. He noted many positive remarks on the Hasson Center and its role in the community. He added that between the Water Park, Adventure Park, and Sportsplex, there will be over 450 acres of green space preserved. something the City should be proud of. Mayor Hinton stated he had consulted with Mr. Ron Davis, the City’s attorney, revealing he was considering a veto on the recently passed resolution repealing Resolution 93-29. Mr. Davis came back to Mayor Hinton and stated that this could end up in a legal challenge. Mayor Hinton expressed his plan to the crowd; he stated he planned to veto the sell of the Northport Community Center park property located on Park Street. He said he feels it is the right thing to do.

**Pro Tem Bobo, District 1-** Pro Tem Bobo reminded everyone of the upcoming Groove & Grub which will take place on August 3<sup>rd</sup>. She also requested everyone join in prayer for Mr. Terry Woods who just lost his wife. She also noted the movement being seen in downtown on Phase 2 of the Downtown Streetscape. She stated it is in a 100-day working contract which began on May 18<sup>th</sup>.

**Councilman Washington, District 2-** Councilman Washington was absent from tonight’s meeting.

**. Councilman Wiggins, District 3-** Councilman Wiggins announced that work on Watermelon Road will begin this fall.

**Councilwoman Dykes, District 4-** Councilwoman Dykes was absent from tonight’s meeting.

**President Hogg, District 5-** President Hogg announced that rescheduling September meeting dates will need to be discussed at next meeting. He would like to vote on this when Councilman Washington and Councilwoman Dykes are back.



City Council Meeting

July 24, 2023

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

**There being no further business to come before the Council, the meeting was adjourned at 6:01 p.m.**

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Jeff Hogg, President

ATTEST:

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Glenda D. Webb, City Administrator



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

**AGENDA ITEM NO. 9.c.2.**  
**MEETING DATE: August 7, 2023**  
**SUBJECT: Bill Listing**

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

New Business:  
First Reading:

Consent Agenda: X  
Second Reading:

**Approved By: Glenda Webb**

**Summary:**

**Recommendation:**

**Funding Source/GL Code:**

**Motion for Consideration:**

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



## City of Northport

# Expense Approval Report By Fund

Payment Dates 7/20/2023 - 8/1/2023

| Vendor Name                                            | Payable Number | Post Date  | Description (Item)                | Amount           |
|--------------------------------------------------------|----------------|------------|-----------------------------------|------------------|
| <b>Fund: 01 - GENERAL FUND</b>                         |                |            |                                   |                  |
| Austin Marchant                                        | INV0020109     | 07/20/2023 | Building Permit Refund            | 15.00            |
| Trick Construction, LLC                                | INV0020135     | 07/27/2023 | Sales Tax Refund                  | 9,564.11         |
| Trick Construction, LLC                                | INV0020137     | 07/27/2023 | Erosion Control Bond Refund       | 7,094.25         |
|                                                        |                |            |                                   | <b>16,673.36</b> |
| <b>Department: 13 - Mayor &amp; City Council</b>       |                |            |                                   |                  |
| Flatwoods Elementary School                            | INV0020130     | 07/20/2023 | Admin - Dist Dev funds            | 150.00           |
| Huntington Place Elementary ...                        | INV0020131     | 07/20/2023 | Admin - Dist Dev Funds            | 150.00           |
| Northport Elementary                                   | INV0020132     | 07/20/2023 | Admin - Dist Dev Funds            | 150.00           |
| Faucett-Vestavia Elementary                            | INV0020129     | 07/20/2023 | Admin - Dist Dev Funds            | 4,250.00         |
| Boys and Girls Club of West Al...                      | INV0020142     | 07/24/2023 | Admin - Dist Dev Funds            | 100.00           |
| <b>Department 13 - Mayor &amp; City Council Total:</b> |                |            |                                   | <b>4,800.00</b>  |
| <b>Department: 15 - Administrative</b>                 |                |            |                                   |                  |
| Your Real Next Step                                    | INV0020136     | 07/27/2023 | cutting two hillsides Hasson C... | 1,000.00         |
| Glass Doctor                                           | 2-110225       | 07/20/2023 | City Hall Tahoe #9055 - winshi... | 599.95           |
| Alabama Power Company                                  | INV0020119     | 07/20/2023 | SB23192-17002                     | 9,461.27         |
| Alabama Power Company                                  | INV0020119     | 07/20/2023 | SB23192-17002                     | 483.67           |
| Burnum-Hahn Exterminators I...                         | INV0020120     | 07/20/2023 | Monthly Pest Control              | 75.00            |
| Moore Petroleum Co. Inc.                               | 2319601b       | 07/27/2023 | 01-000101                         | 32.02            |
| Moore Petroleum Co. Inc.                               | 2319601b       | 07/27/2023 | 01-000101                         | 496.98           |
| Paint Spot                                             | N0295042       | 07/27/2023 | Water Dept. - wall repair         | 11.98            |
| Regions Bank                                           | 1308858        | 07/20/2023 | 0001-0019622-001 General Ob..     | 26,826.00        |
| Cintas                                                 | 4161899232     | 07/20/2023 | Payer # 14353428                  | 32.82            |
| Cintas                                                 | 4161899255     | 07/20/2023 | Payer # 14353601                  | 37.56            |
| Glenda Webb                                            | INV0020182     | 07/27/2023 | Reimbursement for police dri...   | 153.62           |
| Panganena L Wilson                                     | INV0020138     | 07/27/2023 | Groove & Grub 8/3/23              | 500.00           |
| Presto Thomas The Maestro                              | INV0020139     | 07/27/2023 | Groove & Grub 8/3/23              | 200.00           |
| The Locked Band LLC                                    | INV0020140     | 07/27/2023 | Groove & Grub 8/3/23              | 800.00           |
| Antonio Henry                                          | INV0020141     | 07/27/2023 | Groove & Grub 8/3/23              | 200.00           |
| Amazon Capital Services                                | 174C-YQNV-FF1N | 07/27/2023 | printer ink malorie               | 420.87           |
| Cintas                                                 | 4162531056     | 07/27/2023 | Payer # 14353601                  | 37.56            |
| One Source Office Products LLC                         | OE-QT-5796-1   | 07/27/2023 | One Source- 4 Case 33x39 line...  | 124.52           |
| One Source Office Products LLC                         | OE-QT-5796-1   | 07/27/2023 | One Source-2 Case Dial Refill ... | 125.80           |
| One Source Office Products LLC                         | OE-QT-5796-1   | 07/27/2023 | One Source- Mr Clean              | 141.92           |
| One Source Office Products LLC                         | OE-QT-5796-1   | 07/27/2023 | One Source- 45 Glade Plug in ...  | 217.65           |
| One Source Office Products LLC                         | OE-QT-5796-1   | 07/27/2023 | One Source- 4 Case 6199 Tiss...   | 257.16           |
| One Source Office Products LLC                         | OE-QT-5796-1   | 07/27/2023 | One Source- 2 Case Clorox Gal     | 51.46            |
| One Source Office Products LLC                         | OE-QT-5796-1   | 07/27/2023 | One Source-2 Case Febreeze        | 109.60           |
| One Source Office Products LLC                         | OE-QT-5796-1   | 07/27/2023 | One Source-4 Case 38x58 liner     | 183.32           |
| One Source Office Products LLC                         | OE-QT-5796-1   | 07/27/2023 | One Source-3 Case 24x32 liner     | 93.39            |
| One Source Office Products LLC                         | OE-QT-5796-1   | 07/27/2023 | One Source- 6 Boxes XL Latx P...  | 63.30            |
| One Source Office Products LLC                         | OE-QT-5796-1   | 07/27/2023 | One Source- 5 Case 314 Towel      | 327.30           |
| <b>Department 15 - Administrative Total:</b>           |                |            |                                   | <b>43,064.72</b> |
| <b>Department: 16 - Legal</b>                          |                |            |                                   |                  |
| U.S. Postal Service                                    | INV0020123     | 07/20/2023 | Postage by Phone                  | 44.71            |
| <b>Department 16 - Legal Total:</b>                    |                |            |                                   | <b>44.71</b>     |
| <b>Department: 17 - Municipal Court</b>                |                |            |                                   |                  |
| U.S. Postal Service                                    | INV0020123     | 07/20/2023 | Postage by Phone                  | 169.68           |
| Alabama Law Enforcement Ag...                          | ALEA23001821   | 07/27/2023 | LET'S                             | 300.00           |
| Moore Petroleum Co. Inc.                               | 2319601b       | 07/27/2023 | 01-000101                         | 116.51           |
| One Source Office Products LLC                         | IN-15163       | 07/20/2023 | ticket holders 23-3394            | 190.00           |
| <b>Department 17 - Municipal Court Total:</b>          |                |            |                                   | <b>776.19</b>    |



## Expense Approval Report

Payment Dates: 7/20/2023 - 8/1/2023

| Vendor Name                                              | Payable Number | Post Date  | Description (Item)                    | Amount           |
|----------------------------------------------------------|----------------|------------|---------------------------------------|------------------|
| <b>Department: 22 - Information Technology</b>           |                |            |                                       |                  |
| VC3 INC.                                                 | 115747         | 07/20/2023 | IT - Monthly Backups                  | 2,240.00         |
| C Spire Business                                         | 0000693209-33  | 07/20/2023 | 0000693209                            | 5,473.33         |
| Comcast Cable                                            | INV0020110     | 07/20/2023 | 3500 McFarland Blvd Side 2 8...       | 56.67            |
| CDW Government LLC                                       | KP21675        | 07/20/2023 | IT - Replacement UPS Battery          | 88.54            |
| Xerox Corporation                                        | 4495306        | 07/20/2023 | Contract Charge 6/29-7/28/23          | 1,422.48         |
| A T & T                                                  | 4420799706     | 07/27/2023 | 831-001-2475 849                      | 1,906.34         |
| A T & T                                                  | 4420799706     | 07/27/2023 | 831-001-2475 849                      | 746.62           |
| A T & T                                                  | 7669779703     | 07/27/2023 | 831-001-2247 676                      | 835.54           |
| Comcast Cable                                            | INV0020124     | 07/20/2023 | 1781 Harper Rd 8396 90 014 ...        | 336.54           |
| Comcast Cable                                            | INV0020126     | 07/20/2023 | 3721 26th Ave 8396 90 014 0...        | 146.76           |
| Comcast Cable                                            | INV0020144     | 07/27/2023 | 1101 Martin Luther King Blvd ...      | 151.18           |
| Comcast Cable                                            | INV0020143     | 07/27/2023 | 3500 McFarland Blvd 8396 90 ...       | 95.00            |
| Comcast Cable                                            | INV0020146     | 07/27/2023 | 3500 McFarland Blvd Ofc 8396...       | 573.69           |
| Comcast Cable                                            | INV0020186     | 07/27/2023 | 3721 26th Ave 8396 90 014 0...        | 338.50           |
| Carahsoft Technology Corpora...                          | IN1443645      | 07/27/2023 | CONSENT AGENDA 2/20/23 9...           | 10,752.69        |
| Comcast Cable                                            | INV0020184     | 07/27/2023 | 5410 Hwy 69N 8396 90 014 0...         | 253.85           |
| Comcast Cable                                            | INV0020185     | 07/27/2023 | 5410 Hwy 69N 8396 90 014 0...         | 423.18           |
| Amazon Capital Services                                  | 161R-C7PH-QKHW | 07/27/2023 | IT - ViewSonic Monitors 24"           | 818.16           |
| Amazon Capital Services                                  | 1XJM-WPDF-N1H4 | 07/27/2023 | IT-M2 to USB Docking Station...       | 37.99            |
| EZDA Solutions LLC                                       | CINV-027       | 07/27/2023 | IT - All Access Training Library l... | 1,398.00         |
| <b>Department 22 - Information Technology Total:</b>     |                |            |                                       | <b>28,095.06</b> |
| <b>Department: 25 - Finance</b>                          |                |            |                                       |                  |
| U.S. Postal Service                                      | INV0020123     | 07/20/2023 | Postage by Phone                      | 892.80           |
| U.S. Postal Service                                      | INV0020123     | 07/20/2023 | Postage by Phone                      | 220.80           |
| Rivertree Systems Inc.                                   | Nport238       | 07/20/2023 | Northport Audit - Orgill Inc.         | 1,350.00         |
| Rivertree Systems Inc.                                   | Nport239       | 07/27/2023 | Northport Harpole Steel Audit         | 75.00            |
| <b>Department 25 - Finance Total:</b>                    |                |            |                                       | <b>2,538.60</b>  |
| <b>Department: 26 - Human Resources</b>                  |                |            |                                       |                  |
| U.S. Postal Service                                      | INV0020123     | 07/20/2023 | Postage by Phone                      | 59.97            |
| River Oaks Employee Assistan...                          | 000412         | 07/20/2023 | Quartley Services July-Septem...      | 2,023.56         |
| DCH Occupational Medicine                                | 00017472-00    | 07/20/2023 | New Hire/Post-Accident/Rand...        | 800.00           |
| <b>Department 26 - Human Resources Total:</b>            |                |            |                                       | <b>2,883.53</b>  |
| <b>Department: 28 - Planning &amp; Inspections</b>       |                |            |                                       |                  |
| U.S. Postal Service                                      | INV0020123     | 07/20/2023 | Postage by Phone                      | 2,372.04         |
| Award Company of America L...                            | 52624          | 07/20/2023 | Desk Plate for PZC                    | 71.95            |
| Northport Gazette The                                    | INV0020114     | 07/20/2023 | PZC 7/18/23 Public Notice             | 116.55           |
| Northport Gazette The                                    | INV0020115     | 07/20/2023 | ZBA 7/20/2023 Public Notice           | 80.50            |
| Northport Gazette The                                    | INV0020116     | 07/20/2023 | Rezoning 7-23 case Legal Ad           | 1,117.55         |
| Amazon Capital Services                                  | 1YRP-C44L-XD49 | 07/20/2023 | Amazon - Shaun Desk Riser             | 307.47           |
| <b>Department 28 - Planning &amp; Inspections Total:</b> |                |            |                                       | <b>4,066.06</b>  |
| <b>Department: 32 - Engineering</b>                      |                |            |                                       |                  |
| U.S. Postal Service                                      | INV0020123     | 07/20/2023 | Postage by Phone                      | 19.98            |
| Thompson Engineering Inc                                 | 230602715      | 07/27/2023 | Watermelon Rd. Improvemen...          | 272.07           |
| OESCO LLC                                                | 107016         | 07/27/2023 | Invoice 107016 - Red Rhino Off..      | 136.74           |
| Alabama Power Company                                    | INV0020117     | 07/20/2023 | 312 Main Ave ST Light Control...      | 83.38            |
| Alabama Power Company                                    | INV0020119     | 07/20/2023 | SB23192-17002                         | 831.66           |
| Alabama Power Company                                    | INV0020119     | 07/20/2023 | SB23192-17002                         | 29,301.53        |
| TTL Inc.                                                 | 2126862        | 07/27/2023 | Fee Proposal - Main Avenue St...      | 45,339.62        |
| Tera Tubbs                                               | INV0020183     | 07/27/2023 | Reimbursement - Tera Tubbs            | 110.76           |
| <b>Department 32 - Engineering Total:</b>                |                |            |                                       | <b>76,095.74</b> |
| <b>Department: 33 - Police</b>                           |                |            |                                       |                  |
| U.S. Postal Service                                      | INV0020123     | 07/20/2023 | Postage by Phone                      | 27.72            |
| USDA/APHIS/Wildlife Services                             | 3004539875     | 07/27/2023 | USDA Invoice 3004539875               | 503.68           |
| Mark Glenn                                               | INV0020112     | 07/20/2023 | AGENDA: Meal Reimburseme...           | 90.84            |
| Whitney Blake Strickland                                 | 20230801B      | 07/27/2023 | Use of Force Training Registrat...    | 600.00           |
| Whitney Blake Strickland                                 | 20230801B      | 07/27/2023 | Use of Force Training Registrat...    | 1,200.00         |
| Gerald Burton                                            | INV0020111     | 07/20/2023 | AGENDA: Meal Reimburseme...           | 176.06           |
| Tim Brown                                                | INV0020113     | 07/20/2023 | AGENDA: Meal Reimburseme...           | 38.19            |

## Expense Approval Report

Payment Dates: 7/20/2023 - 8/1/2023

| Vendor Name                          | Payable Number | Post Date  | Description (Item)               | Amount           |
|--------------------------------------|----------------|------------|----------------------------------|------------------|
| 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            |
| Northport Auto Supply Co. Inc.       | 100766073      | 07/20/2023 | PD Mower - fuel pump             | 30.45            |
| Alabama Law Enforcement Ag...        | ALEA23001822   | 07/20/2023 | ALEA Invoice 23001822            | 3,555.00         |
| Northport Auto Supply Co. Inc.       | 100766454      | 07/20/2023 | PD #451 - relays                 | 17.13            |
| Blue Water Vinyl and Gift Supp..1    |                | 07/20/2023 | Traffic Shirt Embroidery         | 630.50           |
| Bambarger Wrecker Service In...      | 23-18009       | 07/20/2023 | Invoice 23-10809                 | 135.00           |
| Northport Auto Supply Co. Inc.       | 100768079      | 07/27/2023 | PD #451 - actuator motor         | 45.78            |
| Northport Auto Supply Co. Inc.       | 100768127      | 07/27/2023 | PD Mower Trailer - latch         | 9.24             |
| Northport Auto Supply Co. Inc.       | 100768223      | 07/27/2023 | PD #7417 - brake switch          | 16.05            |
| Northport Auto Supply Co. Inc.       | 100768274      | 07/27/2023 | PD IT #7417 - wire connectors    | 2.19             |
| Northport Auto Supply Co. Inc.       | 100768388      | 07/27/2023 | PD #451 - heater hose            | 83.84            |
| W.H. Thomas Oil                      | 482365b        | 07/20/2023 | SUPREME 5W20                     | 407.20           |
| W.H. Thomas Oil                      | 482365b        | 07/20/2023 | SUPREME 5W30                     | 203.60           |
| Weathertech Distributing Co...       | 8073200-00     | 07/20/2023 | PD - 1st floor AC fan repair     | 80.82            |
| Gulf States Distributors Inc.        | 1447791-IN     | 07/20/2023 | Badge holder with chain          | 240.00           |
| Gulf States Distributors Inc.        | 1447802-IN     | 07/20/2023 | AGENDA: 2023 Ammunition O...     | 2,370.00         |
| Alabama Law Enforcement Ag...        | 23000000338    | 07/20/2023 | Course Registration: Night Ha... | 450.00           |
| Alabama Power Company                | INV0020119     | 07/20/2023 | SB23192-17002                    | 333.34           |
| Alabama Power Company                | INV0020119     | 07/20/2023 | SB23192-17002                    | 9,442.23         |
| Alabama Power Company                | INV0020119     | 07/20/2023 | SB23192-17002                    | 1,790.51         |
| Burnum-Hahn Exterminators I...       | INV0020120     | 07/20/2023 | Monthly Pest Control             | 175.00           |
| Triple Point Industries              | 52407          | 07/20/2023 | BLANKET - PD monthly contra...   | 102.60           |
| Tuscaloosa Tire & Service Cen...     | N283731        | 07/27/2023 | PD - stock tires                 | 305.37           |
| Moore Petroleum Co. Inc.             | 2319601b       | 07/27/2023 | 01-000101                        | 8,190.32         |
| Fred Robertson Wrecker Servi...      | 841375-1       | 07/27/2023 | PD #419 - towing fees            | 125.00           |
| Northport Auto Supply Co. Inc.       | 100769936      | 07/27/2023 | PD #451 - rear brakes            | 46.64            |
| Northport Auto Supply Co. Inc.       | 100769986      | 07/27/2023 | PD #451 - parking brake shoes    | 38.18            |
| Pop's Shop Inc.                      | 31062          | 07/27/2023 | Unit 432 Repair                  | 743.59           |
| Municipal & Commercial Unif...       | 403185         | 07/27/2023 | Uniforms                         | 176.48           |
| Municipal & Commercial Unif...       | 403186         | 07/27/2023 | Uniforms                         | 85.00            |
| Municipal & Commercial Unif...       | 403187         | 07/27/2023 | Uniforms                         | 127.50           |
| Municipal & Commercial Unif...       | 403188         | 07/27/2023 | Uniforms                         | 99.90            |
| Municipal & Commercial Unif...       | 403189         | 07/27/2023 | Uniforms                         | 85.00            |
| City of Tuscaloosa                   | 5690           | 07/27/2023 | 4th Quarter Lease of Server S... | 3,750.00         |
| Northport Auto Supply Co. Inc.       | 100770498      | 07/27/2023 | PD #421 - battery                | 165.95           |
| GFL Environmental Inc.               | UI00000022496  | 07/27/2023 | UI1703                           | 327.46           |
| Designwerx LLC                       | 1432           | 07/27/2023 | Stripe Unit 458                  | 1,800.00         |
| Jasper Engines & Transmission...     | 12786846       | 07/27/2023 | PD #463 - transmission           | 3,555.00         |
| Gulf States Distributors Inc.        | 1448428-IN     | 07/27/2023 | baton holders                    | 180.00           |
| Tuscaloosa Tire & Service Cen...     | N283878        | 07/27/2023 | PD #4036 - tires                 | 287.85           |
| Amazon Capital Services              | 11Q9-QXV3-CV1W | 07/27/2023 | Office supplies                  | 38.83            |
| Gerald Burton                        | INV0020179     | 07/27/2023 | AGENDA: Meal Reimburseme...      | 206.49           |
| Matthew Burgett                      | INV0020180     | 07/27/2023 | AGENDA: Meal Reimburseme...      | 135.57           |
| <b>Department 33 - Police Total:</b> |                |            |                                  | <b>43,439.60</b> |

## Department: 35 - Fire

|                                |            |            |                                    |          |
|--------------------------------|------------|------------|------------------------------------|----------|
| Overhead Door Company of T...  | TCS52443   | 07/27/2023 | FD #2 - receiver and remotes f...  | 205.00   |
| PCI Technologies               | 46197      | 07/27/2023 | FD #2, #3 and #4 annual fire al... | 241.00   |
| Northport Auto Supply Co. Inc. | 100764489  | 07/20/2023 | FD #22 - drive bolt                | 62.65    |
| Sunbelt Fire Inc.              | 00003202   | 07/20/2023 | FD Engine #4 - start switches      | 104.22   |
| NAFECO                         | 1218222    | 07/20/2023 | Tactical duty boots - R. Potter    | 97.00    |
| Sunbelt Fire Inc.              | 00003416   | 07/27/2023 | FD #22 - thermostat belt           | 299.40   |
| Lowe's Home Centers Inc.       | 15148      | 07/27/2023 | Grill - St. 3                      | 594.61   |
| Lowe's Home Centers Inc.       | 1519206    | 07/27/2023 | Tax Correction                     | -54.06   |
| Award Company of America L...  | 52854      | 07/20/2023 | Flashdrives                        | 817.00   |
| Alabama Power Company          | INV0020119 | 07/20/2023 | SB23192-17002                      | 5,512.86 |
| Burnum-Hahn Exterminators I... | INV0020120 | 07/20/2023 | Monthly Pest Control               | 270.00   |
| Ander's Hardware Co. Inc.      | N1208479   | 07/20/2023 | FD R1 - bolts                      | 18.00    |
| Ander's Hardware Co. Inc.      | N1208511   | 07/20/2023 | FD R1 - bolts                      | 17.29    |

## Expense Approval Report

Payment Dates: 7/20/2023 - 8/1/2023

| Vendor Name                        | Payable Number    | Post Date  | Description (Item)                | Amount           |
|------------------------------------|-------------------|------------|-----------------------------------|------------------|
| Moore Petroleum Co. Inc.           | 2319601b          | 07/27/2023 | 01-000101                         | 1,269.47         |
| Walmart                            | INV0020128        | 07/20/2023 | TV - Dayroom St. 2                | 398.00           |
| Paint Spot                         | N0295041          | 07/27/2023 | FD #1 - ceiling fan repair        | 15.98            |
| Lowe's Home Centers Inc.           | 95305             | 07/20/2023 | Swivel Clasps for Flags - St. 2   | 18.92            |
| Walmart                            | INV0020127        | 07/20/2023 | TV - Chief's Office               | 298.00           |
| Amazon Capital Services            | 1FF3-7791-GF7N    | 07/27/2023 | Wireless HDMI Transmitter - S...  | 109.99           |
| Alabama Fire College               | 7777              | 07/27/2023 | Advanced EMT - Jacob Jones        | 1,021.00         |
| Alabama Fire College               | 7777b             | 07/27/2023 | Advanced EMT - Todd Burrou...     | 1,021.00         |
| Alabama Fire College               | 7778              | 07/27/2023 | Advanced EMT - Chad Burrou...     | 1,021.00         |
| Bound Tree Medical LLC             | 85031215          | 07/27/2023 | Tactical Duty Pants               | 105.87           |
| Cummins Mid-South LLC              | C2-6401           | 07/27/2023 | *AGENDA* Truck 22 Repairs         | 26,796.46        |
| Ricks Service Co LLC               | 230719-CNP-FS1-KC | 07/27/2023 | FS #1 - replace defective gene... | 3,500.00         |
| Spire                              | INV0020187        | 07/27/2023 | 12301 Mitt Lary Rd 78635555...    | 99.98            |
| Amazon Capital Services            | 1C6W-X77H-Y4JW    | 07/27/2023 | Dry erase clipboards              | 61.80            |
| TSC Service & Supply Inc.          | 2998              | 07/27/2023 | Truck Soap                        | 45.95            |
| Lowe's Home Centers Inc.           | 70444             | 07/27/2023 | Extendable Paint Pole & Poly F... | 55.34            |
| Northwest Supply Co. Inc.          | 946405            | 07/27/2023 | FD #4 - officers bathroom repa... | 11.88            |
| One Source Office Products LLC     | OE-QT-5798-1      | 07/27/2023 | Monthly Station Supplies St. 1    | 109.07           |
| One Source Office Products LLC     | OE-QT-5798-1      | 07/27/2023 | Monthly Station Supplies St. 2    | 252.10           |
| One Source Office Products LLC     | OE-QT-5798-1      | 07/27/2023 | Monthly Station Supplies St. 3    | 422.66           |
| One Source Office Products LLC     | OE-QT-5798-1      | 07/27/2023 | Monthly Station Supplies St. 4    | 90.69            |
| Walmart                            | INV0020148        | 07/27/2023 | WD40 and Vaseline                 | 8.98             |
| Nicholas Brown                     | INV0020177        | 07/27/2023 | *AGENDA* Reimbursement- N...      | 6,048.00         |
| Central Alabama Training Solut..   | 17045265          | 07/27/2023 | Hydrostat SCBA Bottles (30 mi...  | 200.00           |
| Central Alabama Training Solut..   | 17045265          | 07/27/2023 | Hydrostat SCBA Bottles (1- ho...  | 100.00           |
| <b>Department 35 - Fire Total:</b> |                   |            |                                   | <b>51,267.11</b> |

## Department: 37 - Public Works

|                                  |                |            |                                      |           |
|----------------------------------|----------------|------------|--------------------------------------|-----------|
| Ander's Hardware Co. Inc.        | N1189188       | 07/27/2023 | Kentuck Park - water spiggot Y...    | 13.98     |
| U.S. Postal Service              | INV0020123     | 07/20/2023 | Postage by Phone                     | 3.48      |
| Northport Auto Supply Co. Inc.   | 100741067      | 07/27/2023 | PW Shop Supplies - step bit          | 66.86     |
| Alabama Freightliner LLC         | XA202012318-01 | 07/27/2023 | PW KBoom #4484 - yoke and ...        | 46.84     |
| Building Specialties Co. Inc.    | 71218798       | 07/27/2023 | AGENDA 4.17.23 - Re-Keying C...      | 337.50    |
| Ander's Hardware Co. Inc.        | N1201441       | 07/27/2023 | Kentuck Park - water spiggot Y...    | 3.78      |
| Heritage-Crystal Clean LLC       | 18032436       | 07/27/2023 | PW Shop - waste oil disposal         | 100.00    |
| Amazon Capital Services          | 1TQC-Y3K9-FJ16 | 07/27/2023 | PW - labels for filing               | 18.00     |
| Northport Auto Supply Co. Inc.   | 100758971      | 07/27/2023 | Shop - jacks for new GTs             | 89.15     |
| A-1 Alabama Key & Locksmith ...  | 498904         | 07/27/2023 | PW Grounds Truck #8408 - pr...       | 100.00    |
| Sequel Electrical Supply         | S3658481.001   | 07/27/2023 | Beaut. - greenhouse power su...      | 70.76     |
| Kevin Cummings                   | INV0019998     | 06/29/2023 | PW - K. Cummings reimburse...        | 58.50     |
| Northport Auto Supply Co. Inc.   | 100764625      | 07/27/2023 | KBoom #6115 - mirror glue            | 8.28      |
| Northport Auto Supply Co. Inc.   | 100764723      | 07/27/2023 | Construction Truck #5249 - ba...     | 40.31     |
| Metro Metals                     | 104221         | 07/27/2023 | PW lean to - roof to wall flashi...  | 15.00     |
| DCH Occupational Medicine        | 00017472-00    | 07/20/2023 | New Hire/Post-Accident/Rand...       | 702.00    |
| Northport Auto Supply Co. Inc.   | 100765068      | 07/20/2023 | PW Shop Supplies - stock oil fil...  | 66.13     |
| Northport Auto Supply Co. Inc.   | 100765261      | 07/20/2023 | Shop Supplies - 3M double sid...     | 74.83     |
| Global HR Research LLC           | 13491050       | 07/20/2023 | New Hire Background Checks           | 220.08    |
| Ellis Architects Inc             | 23022_1        | 07/27/2023 | APPROVED 4.3.23 - PW archit...       | 29,475.00 |
| Video Industrial Services Inc.   | 47370          | 07/20/2023 | APPROVED 3.20.23 - pipe reh...       | 31,740.00 |
| Northwest Supply Co. Inc.        | 944794         | 07/20/2023 | Eddie Kane - mop sink water li...    | 14.28     |
| Northwest Supply Co. Inc.        | 944795         | 07/20/2023 | Eddie Kane & Greenhouse wa...        | 143.62    |
| Verizon                          | 634000043784   | 07/20/2023 | PW - monthly GPS service             | 4,189.22  |
| Northport Auto Supply Co. Inc.   | 100765977      | 07/20/2023 | Bearing                              | 45.12     |
| Northport Auto Supply Co. Inc.   | 10764818       | 07/20/2023 | PW Grounds Mower #800B - ...         | 68.23     |
| Northport Auto Supply Co. Inc.   | 100767074      | 07/20/2023 | Credit Orig Inv 100765977            | -45.12    |
| Northwest Supply Co. Inc.        | 945098         | 07/20/2023 | Shirley House - repair busted p...   | 12.48     |
| G & C Supply Co. Inc.            | 6913486        | 07/20/2023 | Traffic - 6 x 12 type 2 object m...  | 265.00    |
| Northport Electrical Supply Inc. | V1025498       | 07/27/2023 | PW Shop - repairs to attic fan       | 383.85    |
| Lowe's Home Centers Inc.         | 02877          | 07/20/2023 | Inventory - T-25 drill bits for c... | 11.36     |
| Uline Inc.                       | 165817986      | 07/27/2023 | Recycling - stretch wrap to pro...   | 309.65    |
| Amazon Capital Services          | 1V11-G9HH-GVKF | 07/27/2023 | Beautification - dyna-gro folia...   | 56.19     |

## Expense Approval Report

Payment Dates: 7/20/2023 - 8/1/2023

| Vendor Name                      | Payable Number | Post Date  | Description (Item)                  | Amount    |
|----------------------------------|----------------|------------|-------------------------------------|-----------|
| Ilex Farms Nursery Inc.          | 8333           | 07/27/2023 | big blue lirope                     | 357.00    |
| Ilex Farms Nursery Inc.          | 8333           | 07/27/2023 | asiatic jasmine flats               | 2,160.00  |
| Ilex Farms Nursery Inc.          | 8333           | 07/27/2023 | fire and ice hostas                 | 30.00     |
| Ilex Farms Nursery Inc.          | 8333           | 07/27/2023 | nikko blue hydrangeas               | 110.00    |
| Ilex Farms Nursery Inc.          | 8333           | 07/27/2023 | trailing lantana                    | 276.00    |
| Walmart                          | INV0020122     | 07/20/2023 | lavender oak wax                    | 5.62      |
| Walmart                          | INV0020122     | 07/20/2023 | meguiars foam tire shine            | 41.82     |
| Walmart                          | INV0020122     | 07/20/2023 | sprayaway glass cleaner             | 17.82     |
| Northport Auto Supply Co. Inc.   | 100765975      | 07/20/2023 | PW - stock oil filters              | 43.92     |
| Northport Auto Supply Co. Inc.   | 100766336      | 07/20/2023 | PW Excavator #9899 - fans           | 88.82     |
| Northport Auto Supply Co. Inc.   | 100768451      | 07/27/2023 | Boom Tractor #5062 - hyd line       | 638.32    |
| W.H. Thomas Oil                  | 482365         | 07/20/2023 | DELO 400 15W40                      | 447.65    |
| W.H. Thomas Oil                  | 482365         | 07/20/2023 | DELO EXTENDED LIFE 50/50            | 314.10    |
| W.H. Thomas Oil                  | 482365         | 07/20/2023 | DEF FLUID 2.5 GALLON                | 250.09    |
| Ready Mix USA LLC                | 9448478941     | 07/20/2023 | BLANKET - concrete emergenc...      | 238.75    |
| Alabama Power Company            | INV0020118     | 07/20/2023 | 1761 Harper Rd 47753-93045          | 135.74    |
| Lowe's Home Centers Inc.         | 01147          | 07/20/2023 | Beautification - sta green pott...  | 11.39     |
| Lowe's Home Centers Inc.         | 01149          | 07/20/2023 | sta green garden soil               | 17.56     |
| Lowe's Home Centers Inc.         | 01149          | 07/20/2023 | amdro fire ant killer               | 5.18      |
| Lowe's Home Centers Inc.         | 01152c         | 07/20/2023 | BLANKET - Community Events          | 151.96    |
| Heritage-Crystal Clean LLC       | 18123613       | 07/27/2023 | PW Shop - parts cleaner service     | 337.56    |
| Alabama Power Company            | INV0020119     | 07/20/2023 | SB23192-17002                       | 5,557.73  |
| Alabama Power Company            | INV0020119     | 07/20/2023 | SB23192-17002                       | 2,514.01  |
| Burnum-Hahn Exterminators I...   | INV0020120     | 07/20/2023 | Monthly Pest Control                | 75.00     |
| Spanky's Drain & Sewer Servic... | X78847         | 07/20/2023 | Groove and Grub - Portable To...    | 810.00    |
| Northport Auto Supply Co. Inc.   | 100768794      | 07/27/2023 | PW Shop - stock air filters for ... | 144.87    |
| Masterman's LLP                  | 1102733855     | 07/20/2023 | rain jackets M-5XL                  | 124.69    |
| Masterman's LLP                  | 1102733855     | 07/20/2023 | rain jackets M-5XL                  | 128.48    |
| Masterman's LLP                  | 1102733855     | 07/20/2023 | rain jackets M-5XL                  | 124.69    |
| Winfield Tool & Equipment Re...  | 233425-0001    | 07/20/2023 | Groove and Grub - light towers      | 300.00    |
| Tuscaloosa Tire & Service Cen... | N283730        | 07/27/2023 | PW Mower Trailers - stock tires     | 135.90    |
| Moore Petroleum Co. Inc.         | 2319601b       | 07/27/2023 | 01-000101                           | 6,256.51  |
| Walmart                          | INV0020121     | 07/20/2023 | cashmere scent wax                  | 14.00     |
| Truck Supply and Outfitters      | 15904          | 07/20/2023 | aluminum L shape fuel tank 75..     | 999.99    |
| Truck Supply and Outfitters      | 15904          | 07/20/2023 | 12 volt pump                        | 469.99    |
| Truck Supply and Outfitters      | 15904          | 07/20/2023 | filter kit                          | 79.99     |
| Lewis Distributors LLC.          | 1661           | 07/27/2023 | w/s solvent                         | 28.68     |
| Lewis Distributors LLC.          | 1661           | 07/27/2023 | non c brake clean                   | 142.20    |
| Lewis Distributors LLC.          | 1661           | 07/27/2023 | 22 wiper blades                     | 67.50     |
| Lewis Distributors LLC.          | 1661           | 07/27/2023 | penetrating oil                     | 45.00     |
| Winfield Tool & Equipment Re...  | 234475-0001    | 07/20/2023 | Construction - skid steer for A...  | 377.23    |
| Cintas                           | 4161905996     | 07/20/2023 | Payer                               | 834.29    |
| Ready Mix USA LLC                | 9448512715     | 07/20/2023 | BLANKET - concrete emergenc...      | 238.75    |
| Tuscaloosa Tractor               | CT243994-01    | 07/27/2023 | 23-3499 credit rec'd                | 251.47    |
| Tuscaloosa Tractor               | CT243994-01R   | 07/27/2023 | Credit PO 23-3499                   | -251.47   |
| Tuscaloosa Tractor               | CT244543-01    | 07/27/2023 | PW Mower #800 C - fuel pump         | 251.47    |
| Ellison's Tree Service           | INV0020125     | 07/20/2023 | PW - cut and remove limb fro...     | 350.00    |
| Coker Water Authority            | INV0020181     | 07/27/2023 | 101617                              | 234.71    |
| Northport Auto Supply Co. Inc.   | 100765079      | 07/27/2023 | Recycling Truck #1390 - brakes      | 86.81     |
| Northport Auto Supply Co. Inc.   | 100770328      | 07/27/2023 | Credit Rec'd                        | 184.62    |
| Northport Auto Supply Co. Inc.   | 100770382      | 07/27/2023 | Credit                              | -184.62   |
| McFarland Ace Hardware           | 3615/2         | 07/27/2023 | BLANKET - propane for forklift      | 34.90     |
| Northport Auto Supply Co. Inc.   | 100770473      | 07/27/2023 | Dump Truck #7260 - trailer co...    | 26.72     |
| Coblentz Equipment & Parts C...  | 95127          | 07/27/2023 | Boom Tractor #5062 - AC swit...     | 182.16    |
| Northwest Bama Builders Inc.     | INV0020147     | 07/27/2023 | AGENDA 4.3.23 - Metal Buildi...     | 99,500.00 |
| Lowe's Home Centers Inc.         | 01724B         | 07/27/2023 | rainbird irrigation valve           | 48.58     |
| Lowe's Home Centers Inc.         | 01724B         | 07/27/2023 | homewerks SCH40 pvc coupli...       | 14.37     |
| Lowe's Home Centers Inc.         | 01883          | 07/27/2023 | 40 PVC male adapter                 | 3.60      |
| Lowe's Home Centers Inc.         | 02682          | 07/27/2023 | Inventory - 5 gallon cooler for...  | 30.40     |
| Lowe's Home Centers Inc.         | 02683          | 07/27/2023 | lysol toilet bowl cleaner           | 16.47     |



## Expense Approval Report

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| Vendor Name                                             | Payable Number         | Post Date  | Description (Item)                 | Amount            |
|---------------------------------------------------------|------------------------|------------|------------------------------------|-------------------|
| Lowe's Home Centers Inc.                                | 02683                  | 07/27/2023 | pledge lemon                       | 62.58             |
| Southland International Trucks..                        | 03CI342831             | 07/27/2023 | PW Shop Supplies - black nitril... | 178.80            |
| Northport Auto Supply Co. Inc.                          | 100770025              | 07/27/2023 | PW Shop Supplies - wire conn...    | 36.78             |
| Northport Auto Supply Co. Inc.                          | 100770129              | 07/27/2023 | PW Grounds Truck #8408 - bl...     | 106.05            |
| Northport Auto Supply Co. Inc.                          | 100770318              | 07/27/2023 | PW Shop Supplies - wire conn...    | 106.92            |
| Amazon Capital Services                                 | 1373-CDFF-7YP6         | 07/27/2023 | glade scented oils                 | 23.98             |
| Amazon Capital Services                                 | 1373-CDFF-7YP6         | 07/27/2023 | car freshners                      | 49.96             |
| Tuskaloosa Lawn Equipment L...                          | 228935                 | 07/27/2023 | fast covers                        | 103.50            |
| Tuskaloosa Lawn Equipment L...                          | 228935                 | 07/27/2023 | gold springs                       | 13.50             |
| Tuskaloosa Lawn Equipment L...                          | 228935                 | 07/27/2023 | auto cut covers                    | 221.94            |
| Tuskaloosa Lawn Equipment L...                          | 228936                 | 07/27/2023 | Backpack Blower #683 - choke...    | 4.89              |
| Cintas                                                  | 4162537552             | 07/27/2023 | Payer # 14385499                   | 921.02            |
| Southern Pipe & Supply                                  | 8200402-00             | 07/27/2023 | Inventory - cold patch for cons... | 587.58            |
| Tuscaloosa Tractor                                      | CT244866-01            | 07/27/2023 | Grounds Mower #800C - coil         | 278.46            |
| Ander's Hardware Co. Inc.                               | N1209729               | 07/27/2023 | Inventory - keys made for ROW      | 38.87             |
| One Source Office Products LLC                          | OE-QT-5776-1           | 07/27/2023 | PW - polo rags                     | 134.13            |
| One Source Office Products LLC                          | OE-QT-5776-1           | 07/27/2023 | PW - polo rags                     | 134.13            |
| One Source Office Products LLC                          | OE-QT-5776-1           | 07/27/2023 | PW - polo rags                     | 138.18            |
| Lowe's Home Centers Inc.                                | 02824                  | 07/27/2023 | lysol air freshner                 | 51.18             |
| Southern Pipe & Supply                                  | 8211987-00             | 07/27/2023 | Inventory - sewer tracer dye f...  | 479.36            |
| Southern Pipe & Supply                                  | 8253215-00             | 07/27/2023 | Inventory - hot mix red top for... | 924.00            |
| <b>Department 37 - Public Works Total:</b>              |                        |            |                                    | <b>199,229.16</b> |
| <b>Department: 40 - Williamson Cemetery</b>             |                        |            |                                    |                   |
| HudCo Landscape and Irrigati...                         | 00047                  | 07/27/2023 | Williamson Cemetery Grounds...     | 2,222.22          |
| Alabama Power Company                                   | INV0020119             | 07/20/2023 | SB23192-17002                      | 32.31             |
| <b>Department 40 - Williamson Cemetery Total:</b>       |                        |            |                                    | <b>2,254.53</b>   |
| <b>Department: 41 - Outside Agency Funding</b>          |                        |            |                                    |                   |
| City of Tuscaloosa                                      | 5813                   | 07/20/2023 | Q3FY23 Shelter Improvements...     | 1,642.66          |
| <b>Department 41 - Outside Agency Funding Total:</b>    |                        |            |                                    | <b>1,642.66</b>   |
| <b>Department: 45 - 2019 Additional Sales Tax</b>       |                        |            |                                    |                   |
| TTL Inc.                                                | 2126425                | 07/27/2023 | Master Services Agreement W...     | 17,181.50         |
| <b>Department 45 - 2019 Additional Sales Tax Total:</b> |                        |            |                                    | <b>17,181.50</b>  |
| <b>Fund 01 - GENERAL FUND Total:</b>                    |                        |            |                                    | <b>494,052.53</b> |
| <b>Fund: 12 - COURT CORRECTIONS FUND</b>                |                        |            |                                    |                   |
| <b>Department: 33 - Police</b>                          |                        |            |                                    |                   |
| Tuscaloosa County Commission                            | 287                    | 07/27/2023 | AGENDA: Metro Jail Bill April - .. | 51,892.50         |
| <b>Department 33 - Police Total:</b>                    |                        |            |                                    | <b>51,892.50</b>  |
| <b>Fund 12 - COURT CORRECTIONS FUND Total:</b>          |                        |            |                                    | <b>51,892.50</b>  |
| <b>Fund: 50 - WATER &amp; SEWER FUND</b>                |                        |            |                                    |                   |
| FirstPoint Collection Resources..                       | 96339                  | 07/20/2023 | Payment Fees                       | 63.95             |
|                                                         |                        |            |                                    | <b>63.95</b>      |
| <b>Department: 39 - Utilities</b>                       |                        |            |                                    |                   |
| Dwayne Anthony White                                    | INV0020178             | 07/27/2023 | Claim 23-13                        | 600.00            |
| General Machinery Company ...                           | 3112140                | 07/20/2023 | AGENDA (2/20/23) - Aeration ...    | 6,695.76          |
| U.S. Postal Service                                     | INV0020123             | 07/20/2023 | Postage by Phone                   | 103.80            |
| Harcros Chemicals                                       | 330136050              | 07/20/2023 | Council Approved - Chlorine fo...  | 5,700.00          |
| Power and Rubber Supply                                 | 3416822                | 07/20/2023 | Coupling for Grit Bridge Drive ... | 229.92            |
| Harcros Chemicals                                       | 330136370              | 07/20/2023 | Council Approved - Calcium H...    | 4,500.00          |
| Office Depot                                            | 317425213001           | 07/20/2023 | Office Chair for WTP               | 149.99            |
| Harcros Chemicals                                       | 330136472              | 07/20/2023 | Council Approved - Chlorine fo...  | 5,700.00          |
| A T & T                                                 | BLST-66-202301-17-0032 | 07/20/2023 | Damage Claim for Mormon Rd...      | 1,045.47          |
| Cassady Company Inc The                                 | Proj 20-139 Inv 4      | 07/20/2023 | Council Approved - Jackson Tr...   | 5,250.00          |
| Cassady Company Inc The                                 | Proj 20-141 Inv 13     | 07/20/2023 | Council Approved - Hydraulic...    | 820.00            |
| Shannon Chemical Corporation                            | 44962                  | 07/20/2023 | Council Approved - Phosphate...    | 27,578.70         |
| Global HR Research LLC                                  | 13491050               | 07/20/2023 | New Hire Background Checks         | 43.16             |
| Northwest Supply Co. Inc.                               | 944793                 | 07/20/2023 | Cutting Blades                     | 32.20             |
| Denali Water Solutions LLC                              | INV538813              | 07/20/2023 | Council Approved - Sludge Re...    | 9,808.57          |
| Northport Auto Supply Co. Inc.                          | 100764814              | 07/20/2023 | WWTP Skid Steer #179 Battery       | 120.10            |

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Payment Dates: 7/20/2023 - 8/1/2023

| Vendor Name                       | Payable Number | Post Date  | Description (Item)                 | Amount    |
|-----------------------------------|----------------|------------|------------------------------------|-----------|
| Tuscaloosa Machine & Weldin...    | 18644          | 07/20/2023 | Weights for #2 Sludge Vac at ...   | 1,398.00  |
| Southern Ionics Incorporated      | 664636         | 07/20/2023 | Council Approved - Sodium Bi...    | 9,141.35  |
| Transportation South Inc.         | 84304P         | 07/20/2023 | WW Vactor Truck # 9156 - Bra...    | 1,252.00  |
| Northport Auto Supply Co. Inc.    | 100762734      | 07/20/2023 | WTP Mower Deck Belt and Pul...     | 113.12    |
| Southern Pipe & Supply            | 8134030-01     | 07/27/2023 | Supplies for Jackson Tank Hyd...   | 364.14    |
| Xerox Corporation                 | 4495306        | 07/20/2023 | Contract Charge 6/29-7/28/23       | 133.91    |
| Xerox Corporation                 | 4495306        | 07/20/2023 | Contract Charge 6/29-7/28/23       | 221.70    |
| Xerox Corporation                 | 4495306        | 07/20/2023 | Contract Charge 6/29-7/28/23       | 133.91    |
| City of Tuscaloosa Water & S...   | 10166382       | 07/27/2023 | Raw Water                          | 48,137.42 |
| A T & T                           | 4420799706     | 07/27/2023 | 831-001-2475 849                   | 1,906.34  |
| Alabama Power Company             | INV0020118     | 07/20/2023 | 1761 Harper Rd 47753-93045         | 135.73    |
| Cintas                            | 4161426231     | 07/20/2023 | Payer # 14385521                   | 150.88    |
| Carmeuse Lime & Stone Inc.        | 94858013       | 07/20/2023 | Council Approved - Hydrated L...   | 3,431.73  |
| Grainger Inc.                     | 9768886237     | 07/20/2023 | Megger for WWTP                    | 916.31    |
| Alabama Power Company             | INV0020119     | 07/20/2023 | SB23192-17002                      | 83,153.06 |
| Burnum-Hahn Exterminators I...    | INV0020120     | 07/20/2023 | Monthly Pest Control               | 165.00    |
| Lowe's Home Centers Inc.          | 01554b         | 07/20/2023 | Blanket - Misc. Tools for Stock .. | 18.04     |
| Empire Pipe and Supply Comp...    | 2117730        | 07/20/2023 | Council Approved - 5/8" x 3/4" ..  | 9,786.00  |
| Moore Petroleum Co. Inc.          | 2319601        | 07/27/2023 | 1-000100                           | 2,845.37  |
| Lowe's Home Centers Inc.          | 27406          | 07/20/2023 | Kobalt Shelving                    | 1,060.20  |
| Hunnicut Inc.                     | 5993           | 07/20/2023 | Service Call to Vestavia PS        | 4,055.00  |
| Alabama Dept of Environment...    | INV0020108     | 07/20/2023 | Grade II Water Exam Fee            | 325.00    |
| Verizon                           | 9939724563     | 07/27/2023 | 642325112-00001                    | 144.41    |
| Pace Analytical LLC               | 2335558925     | 07/20/2023 | AGENDA - BLANKET - Testing ...     | 1,459.70  |
| Southern Ionics Incorporated      | 665962         | 07/27/2023 | Council Approved - Liquid Alu...   | 5,199.27  |
| Water Girl Consulting LLC         | 7172023        | 07/20/2023 | Grade II Training                  | 500.00    |
| Dell Inc                          | 10685939753    | 07/20/2023 | Hand Strap for Dell Tablets        | 35.50     |
| Regions Bank                      | 1308858        | 07/20/2023 | 0001-0019622-001 General Ob..      | 69,017.50 |
| Master Meter Inc.                 | 262195         | 07/27/2023 | Annual Software Maintenance...     | 1,750.00  |
| Cintas                            | 4161904729     | 07/20/2023 | Payer # 14385564                   | 112.82    |
| Cintas                            | 4161905058     | 07/20/2023 | Payer # 14385434                   | 322.88    |
| Southern Pipe & Supply            | 8187822-00     | 07/20/2023 | Manhole Hook                       | 123.44    |
| Southern Pipe & Supply            | 8207400-00     | 07/20/2023 | 12" Transition Gasket              | 33.64     |
| Southern Pipe & Supply            | 8287965-00     | 07/20/2023 | Hydrant Wrench                     | 54.20     |
| Southern Pipe & Supply            | 8287965-00     | 07/20/2023 | Main Valve Key Curb                | 523.53    |
| Lowe's Home Centers Inc.          | 01234          | 07/27/2023 | Blanket - Misc. Maint. Materia...  | 107.28    |
| Southern Pipe & Supply            | 8189742-00     | 07/20/2023 | 6" Tapping Valve                   | 679.80    |
| Southern Pipe & Supply            | 8190307-00     | 07/20/2023 | 6" MJ ACC Set I/Gland              | 289.05    |
| Southern Pipe & Supply            | 8190307-00     | 07/20/2023 | Brass Hex Reducers                 | 11.19     |
| Southern Pipe & Supply            | 8225902-00     | 07/20/2023 | 6" SS Flange Pack                  | 37.06     |
| Northport Gazette The             | INV0020133     | 07/27/2023 | Advertisements for Bids            | 43.40     |
| Northport Gazette The             | INV0020134     | 07/27/2023 | Advertisements for Bids            | 42.35     |
| Spire                             | INV0020145     | 07/27/2023 | Northwood Garden Dr 87295...       | 21.37     |
| Lowe's Home Centers Inc.          | 01575          | 07/27/2023 | Blanket - Misc. Tools for Stock .. | 40.80     |
| Ferguson Enterprises LLC          | 0242514        | 07/27/2023 | Flagshooter w/ Mark Paint Ho...    | 698.00    |
| Cintas                            | 4162135613     | 07/27/2023 | Payer # 14385521                   | 150.38    |
| USA BlueBook                      | INV00078205    | 07/27/2023 | Lab Supplies for WWTP              | 139.70    |
| Ander's Hardware Co. Inc.         | N1209141       | 07/27/2023 | Blanket - Misc. Maintenance &..    | 74.95     |
| Tuscaloosa Tire & Service Cen...  | N283819        | 07/27/2023 | WWTP Skid Steer # 179 Tire         | 177.09    |
| Lowe's Home Centers Inc.          | 01994          | 07/27/2023 | Copper Tube Cutter                 | 24.68     |
| Lowe's Home Centers Inc.          | 01994          | 07/27/2023 | Digging Shovel                     | 56.96     |
| Masterman's LLP                   | 1102735748     | 07/27/2023 | Safety Glasses                     | 41.99     |
| Masterman's LLP                   | 1102735748     | 07/27/2023 | Safety Glasses                     | 30.48     |
| USA BlueBook                      | INV00081265    | 07/27/2023 | Lab Supplies for WWTP              | 653.11    |
| Eco-Tech Inc.                     | 231499         | 07/27/2023 | ReNu Pumphead for Bleach at...     | 798.88    |
| Cintas                            | 4162536900     | 07/27/2023 | Payer # 14385564                   | 112.82    |
| Cintas                            | 4162537075     | 07/27/2023 | Payer # 14385434                   | 320.92    |
| Patrick's Wastewater Services ... | 208            | 07/27/2023 | Council Approved - Contract s...   | 750.00    |
| Southern Pipe & Supply            | 8187822-01     | 07/27/2023 | 5/8" x 1/16" Rubber Mtr            | 12.00     |
| Southern Pipe & Supply            | 8223527-00     | 07/27/2023 | Conery Floats                      | 986.90    |

**Expense Approval Report****Payment Dates: 7/20/2023 - 8/1/2023**

| <b>Vendor Name</b>                             | <b>Payable Number</b> | <b>Post Date</b> | <b>Description (Item)</b>       | <b>Amount</b>     |
|------------------------------------------------|-----------------------|------------------|---------------------------------|-------------------|
| Southern Pipe & Supply                         | 8263772-00            | 07/27/2023       | Meter Box w/Lid                 | 290.07            |
| Ander's Hardware Co. Inc.                      | N1209793              | 07/27/2023       | Blanket - Misc. Maintenance &.. | 17.90             |
| <b>Department 39 - Utilities Total:</b>        |                       |                  |                                 | <b>323,107.90</b> |
| <b>Fund 50 - WATER &amp; SEWER FUND Total:</b> |                       |                  |                                 | <b>323,171.85</b> |
| <b>Grand Total:</b>                            |                       |                  |                                 | <b>869,116.88</b> |

## Report Summary

## Fund Summary

| Fund                        | Payment Amount    |
|-----------------------------|-------------------|
| 01 - GENERAL FUND           | 494,052.53        |
| 12 - COURT CORRECTIONS FUND | 51,892.50         |
| 50 - WATER & SEWER FUND     | 323,171.85        |
| <b>Grand Total:</b>         | <b>869,116.88</b> |

## Account Summary

| Account Number  | Account Name                    | Payment Amount |
|-----------------|---------------------------------|----------------|
| 01-13-100-50245 | Development Funds - M...        | 100.00         |
| 01-13-103-50245 | Development Funds - Dis...      | 4,250.00       |
| 01-13-105-50245 | Development Funds - Dis...      | 450.00         |
| 01-15-000-50105 | Office Supplies                 | 420.87         |
| 01-15-000-50175 | Sundry Expense                  | 153.62         |
| 01-15-000-50210 | Professional Services           | 1,000.00       |
| 01-15-000-50250 | Community Events                | 1,700.00       |
| 01-15-000-50356 | Janitorial Supplies - City ...  | 1,695.42       |
| 01-15-000-50357 | Janitorial Contracts - City...  | 107.94         |
| 01-15-000-50359 | Fuel & Oil                      | 529.00         |
| 01-15-000-50366 | Maintenance & Repair - ...      | 599.95         |
| 01-15-000-50383 | Repair - Facilities             | 11.98          |
| 01-15-000-50501 | Utilities - Power               | 9,461.27       |
| 01-15-000-50561 | Pest Control                    | 75.00          |
| 01-15-000-50590 | Utilities - Other               | 483.67         |
| 01-15-600-70009 | 2019 Series Warrants            | 26,826.00      |
| 01-16-000-50102 | Postage                         | 44.71          |
| 01-17-000-50102 | Postage                         | 169.68         |
| 01-17-000-50105 | Office Supplies                 | 190.00         |
| 01-17-000-50218 | A.C.J.I.C. Computer - L.E....   | 300.00         |
| 01-17-000-50359 | Fuel & Oil                      | 116.51         |
| 01-21100        | Erosion Control Bonds P...      | 7,094.25       |
| 01-22-000-50106 | Office Equipment                | 1,422.48       |
| 01-22-000-50108 | Equipment - Computers...        | 856.15         |
| 01-22-000-50109 | Equipment - Routers & S...      | 88.54          |
| 01-22-000-50348 | Utilities - Internet            | 11,337.20      |
| 01-22-000-50376 | Service Contracts               | 2,240.00       |
| 01-22-000-50400 | Training                        | 1,398.00       |
| 01-22-600-80000 | Equipment                       | 10,752.69      |
| 01-25-000-50102 | Postage                         | 1,113.60       |
| 01-25-000-50433 | Taxpayer Business Audit...      | 1,425.00       |
| 01-26-000-50102 | Postage                         | 59.97          |
| 01-26-000-50329 | DCH Employee Assistanc...       | 2,023.56       |
| 01-26-000-50340 | Drug Testing - Random           | 800.00         |
| 01-28-000-50102 | Postage - Admin                 | 2,372.04       |
| 01-28-000-50105 | Office Supplies                 | 379.42         |
| 01-28-116-50112 | Advertising - Planning C...     | 1,234.10       |
| 01-28-117-50112 | Advertising - ZBA               | 80.50          |
| 01-32-000-50102 | Postage                         | 19.98          |
| 01-32-000-50105 | Office Supplies                 | 136.74         |
| 01-32-000-50420 | Travel                          | 110.76         |
| 01-32-000-50503 | Utilities - Power - Traffic ... | 831.66         |
| 01-32-000-50504 | Power - Street Lights           | 29,384.91      |
| 01-32-600-81003 | MPO - Watermelon Road           | 272.07         |
| 01-32-600-81005 | MPO - Main Avenue               | 45,339.62      |
| 01-33-000-50102 | Postage                         | 27.72          |
| 01-33-000-50106 | Office Equipment                | 38.83          |
| 01-33-000-50108 | Equipment - Computers...        | 333.34         |
| 01-33-000-50111 | Software - License & Ma...      | 3,750.00       |
| 01-33-000-50218 | A.C.J.I.C. Computer - L.E....   | 3,555.00       |



## Account Summary

| Account Number  | Account Name                   | Payment Amount |
|-----------------|--------------------------------|----------------|
| 01-33-000-50270 | Ammunition                     | 2,370.00       |
| 01-33-000-50283 | Uniforms                       | 1,416.88       |
| 01-33-000-50288 | Uniform Accessories            | 420.00         |
| 01-33-000-50359 | Fuel & Oil                     | 8,801.12       |
| 01-33-000-50361 | Maintenance - Public Saf...    | 80.82          |
| 01-33-000-50363 | Maintenance Contracts -...     | 102.60         |
| 01-33-000-50367 | Maintenance & Repair - ...     | 7,367.57       |
| 01-33-000-50368 | Maintenance & Repair - ...     | 39.69          |
| 01-33-000-50402 | Training - Departmental        | 2,250.00       |
| 01-33-000-50422 | Meals                          | 647.15         |
| 01-33-000-50441 | Beaver Control Contract ...    | 503.68         |
| 01-33-000-50502 | Utilities - Power              | 9,442.23       |
| 01-33-000-50562 | Pest Control                   | 175.00         |
| 01-33-000-50563 | Utilities - Power - Comm...    | 1,790.51       |
| 01-33-000-50590 | Utilities - Other              | 327.46         |
| 01-35-210-50105 | Office Supplies                | 61.80          |
| 01-35-210-50231 | Fire Prevention & Educat...    | 817.00         |
| 01-35-210-50283 | Uniforms                       | 202.87         |
| 01-35-210-50359 | Fuel & Oil                     | 1,269.47       |
| 01-35-210-50377 | Supplies & Equipment - ...     | 45.95          |
| 01-35-210-50402 | Training - Departmental        | 9,111.00       |
| 01-35-210-50410 | Maintenance & Repair - ...     | 27,262.73      |
| 01-35-210-50411 | Maintenance & Repair - ...     | 35.29          |
| 01-35-210-50426 | SCBA                           | 300.00         |
| 01-35-210-50500 | Utilities - Power              | 5,512.86       |
| 01-35-210-50520 | Utilities - Natural Gas        | 99.98          |
| 01-35-210-50560 | Pest Control                   | 270.00         |
| 01-35-211-50380 | Repairs - Station 1            | 3,515.98       |
| 01-35-211-50434 | Janitorial Supplies - Stati... | 109.07         |
| 01-35-212-50257 | Hand Tools & Equipment...      | 18.92          |
| 01-35-212-50279 | Living Quarters Supplies -..   | 805.99         |
| 01-35-212-50380 | Repairs - Station 2            | 205.00         |
| 01-35-212-50434 | Janitorial Supplies - Stati... | 307.44         |
| 01-35-213-50279 | Living Quarters Supplies -..   | 540.55         |
| 01-35-213-50434 | Janitorial Supplies - Stati... | 422.66         |
| 01-35-214-50360 | Maintenance - Station 4        | 241.00         |
| 01-35-214-50380 | Repairs - Station 4            | 11.88          |
| 01-35-214-50434 | Janitorial Supplies - Stati... | 90.69          |
| 01-35-215-50227 | Equipment - Engine 1           | 8.98           |
| 01-37-310-50000 | Salaries & Wages               | 702.00         |
| 01-37-310-50010 | Hiring & Recruitment Ex...     | 220.08         |
| 01-37-310-50102 | Postage                        | 3.48           |
| 01-37-310-50105 | Office Supplies                | 18.00          |
| 01-37-310-50256 | GPS Tracking                   | 4,189.22       |
| 01-37-310-50261 | Contract Shirts & Pants        | 1,755.31       |
| 01-37-310-50277 | Janitorial Supplies            | 149.85         |
| 01-37-310-50305 | Contract Services              | 437.56         |
| 01-37-310-50307 | Tree Trimming Services         | 350.00         |
| 01-37-310-50334 | Equipment Rental               | 377.23         |
| 01-37-310-50359 | Fuel & Oil                     | 7,268.35       |
| 01-37-310-50377 | Supplies & Equipment - ...     | 133.58         |
| 01-37-310-50400 | Training                       | 58.50          |
| 01-37-310-50451 | Solid Waste Authority C...     | 234.71         |
| 01-37-310-50500 | Utilities - Power              | 5,693.47       |
| 01-37-310-50503 | Power - Traffic Signals        | 2,514.01       |
| 01-37-310-50560 | Pest Control                   | 75.00          |
| 01-37-311-50234 | Supplies - Beautification      | 3,089.87       |
| 01-37-311-50387 | Supplies - Community Ev...     | 1,279.72       |

## Account Summary

| Account Number  | Account Name                  | Payment Amount |
|-----------------|-------------------------------|----------------|
| 01-37-312-50221 | Hand Tools - Construction     | 11.36          |
| 01-37-312-50234 | Supplies - Construction       | 2,637.47       |
| 01-37-312-50238 | Personal Safety Supplies ...  | 124.69         |
| 01-37-313-50234 | Supplies - Garbage            | 134.13         |
| 01-37-313-50238 | Personal Safety Supplies ...  | 128.48         |
| 01-37-315-50234 | Supplies - Rights of Way      | 30.40          |
| 01-37-315-50238 | Personal Safety Supplies ...  | 124.69         |
| 01-37-316-50227 | Equipment - Shop              | 89.15          |
| 01-37-316-50234 | Supplies - Shop               | 678.82         |
| 01-37-316-50238 | Personal Safety Supplies ...  | 178.80         |
| 01-37-318-50360 | Maintenance - Public W...     | 196.77         |
| 01-37-318-50380 | Repairs - Public Works B...   | 454.61         |
| 01-37-320-50360 | Maintenance - Garbage ...     | 144.87         |
| 01-37-321-50380 | Repairs - Heavy Equipm...     | 909.30         |
| 01-37-322-50380 | Repairs - Heavy Trucks        | 26.72          |
| 01-37-323-50380 | Repairs - Trash Trucks        | 55.12          |
| 01-37-324-50380 | Repairs - Light Duty Vehi...  | 246.36         |
| 01-37-326-50360 | Maintenance - Mowers ...      | 204.13         |
| 01-37-326-50380 | Repairs - Mowers & Light..    | 873.76         |
| 01-37-328-50276 | Street and Traffic Signs      | 265.00         |
| 01-37-330-50360 | Maintenance - Shirley Pl...   | 12.48          |
| 01-37-331-50234 | Supplies-Recycling            | 447.83         |
| 01-37-331-50360 | Maintenance - Recycling...    | 86.81          |
| 01-37-600-80000 | Equipment                     | 162,617.47     |
| 01-40-000-50360 | Maintenance - Williams...     | 2,222.22       |
| 01-40-000-50500 | Utilities - Power - Willia... | 32.31          |
| 01-40001        | City Sales Taxes              | 9,564.11       |
| 01-40003        | Building Permits              | 15.00          |
| 01-41-000-50803 | Metro Animal Shelter          | 1,642.66       |
| 01-45-000-54002 | Sports Complex                | 17,181.50      |
| 12-33-000-50233 | Metro Jail Expenses           | 51,892.50      |
| 50-39-510-50010 | Hiring & Recruitment Ex...    | 43.16          |
| 50-39-510-50106 | Office Equipment              | 133.91         |
| 50-39-510-50108 | Equipment - Computers...      | 35.50          |
| 50-39-510-50111 | Software - License & Ma...    | 1,750.00       |
| 50-39-510-50112 | Advertising                   | 85.75          |
| 50-39-510-50261 | Contract Shirts and Pants     | 1,170.70       |
| 50-39-510-50305 | Contract Services             | 750.00         |
| 50-39-510-50309 | Hand Tools and Equipm...      | 1,494.04       |
| 50-39-510-50312 | Cell Phones                   | 144.41         |
| 50-39-510-50339 | Claims & Damages              | 1,645.47       |
| 50-39-510-50359 | Fuel & Oil                    | 2,845.37       |
| 50-39-510-50371 | Maintenance - Facilities      | 1,060.20       |
| 50-39-510-50385 | Raw Water Purchases           | 48,137.42      |
| 50-39-510-50393 | Maintenance - Heavy Eq...     | 120.10         |
| 50-39-510-50394 | Repairs - Heavy Equipm...     | 1,429.09       |
| 50-39-510-50403 | Training - Technical          | 825.00         |
| 50-39-510-50461 | Repairs - Light Duty Equi...  | 113.12         |
| 50-39-510-50500 | Utilities - Power             | 83,288.79      |
| 50-39-510-50520 | Utilities - Natural Gas       | 21.37          |
| 50-39-510-50550 | Pest Control                  | 165.00         |
| 50-39-510-50590 | Utilities - Other             | 1,906.34       |
| 50-39-511-50102 | Postage                       | 103.80         |
| 50-39-511-50106 | Office Equipment              | 221.70         |
| 50-39-512-50106 | Office Equipment              | 133.91         |
| 50-39-512-50107 | Office Furniture              | 149.99         |
| 50-39-512-50300 | Chemicals                     | 47,609.70      |
| 50-39-512-50336 | Repairs                       | 1,398.00       |

**Account Summary**

| Account Number      | Account Name                | Payment Amount    |
|---------------------|-----------------------------|-------------------|
| 50-39-513-50300     | Chemicals                   | 13,641.35         |
| 50-39-513-50309     | Hand Tools and Equipm...    | 92.85             |
| 50-39-513-50313     | Laboratory Supplies         | 792.81            |
| 50-39-513-50323     | Sludge Disposal             | 9,808.57          |
| 50-39-513-50336     | Repairs                     | 7,831.84          |
| 50-39-513-50454     | Testing & Professional S... | 1,459.70          |
| 50-39-514-50309     | Hand Tools and Equipm...    | 870.68            |
| 50-39-514-50321     | Safety Equipment            | 41.99             |
| 50-39-514-50431     | Construction & Repair S...  | 1,352.81          |
| 50-39-514-50477     | Water Meters                | 9,786.00          |
| 50-39-515-50238     | Safety Supplies             | 30.48             |
| 50-39-515-50457     | System & Infrastructure...  | 4,055.00          |
| 50-39-515-50473     | Inventory Supplies          | 1,110.34          |
| 50-39-600-70009     | 2019 Series Warrants        | 69,017.50         |
| 50-39-600-81402     | Hydraulic Model-Water ...   | 820.00            |
| 50-39-600-81406     | Jackson Water Tank Reh...   | 5,614.14          |
| 50-40114            | Bad Debt Collections        | 63.95             |
| <b>Grand Total:</b> |                             | <b>869,116.88</b> |

**Project Account Summary**

| Project Account Key | Payment Amount    |
|---------------------|-------------------|
| **None**            | 869,116.88        |
| <b>Grand Total:</b> | <b>869,116.88</b> |



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

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

**MEETING DATE: August 7, 2023**

**SUBJECT: Purchase Requisition, Tree Removal on Lee Ave, Ellison's Tree Service, \$8,350.00**

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 Ellison's Tree Service, in the amount of \$8,350.00, is for tree removal on Lee Avenue, for trees that fell on a sewer line during a recent storm.

**Recommendation:**

Approve

**Funding Source/GL Code:**

GL Code No. 50-39-515-50453      Amount: \$8,350.00

**Motion for Consideration:**

**Approval of the Consent Agenda will approve this expense in the amount of \$8,350.00 to Ellison's Tree Service.**



**ETS*****Ellison's Tree Service*****11145 Cripple Creek Road****Berry, AL 35546****(205) 454-1380****DATE****7/10/2023****Invoice #510****Invoice To:**

City of Northport

| <b>DATE</b> | <b>JOB LOCATION</b> | <b>JOB DESCRIPTION</b>                                                                                                                                                                                      | <b>AMOUNT</b>     |
|-------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 6/28/2023   | Hwy 43 Creek        | Emergency tree work<br><br>Cut large Oak tree and other trees fallen across sewer lines and in creek<br><br>with trackhoe and bobcat so repairs can be made<br><br>Haul away 1 load of debris<br><br>P.O. # | \$8,350.00        |
|             |                     | <b>TOTAL</b>                                                                                                                                                                                                | <b>\$8,350.00</b> |

**\*\* Ellison's Tree Service is not responsible for any underground utilites \*\******We appreciate your business!***



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

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

**MEETING DATE: August 7, 2023**

**SUBJECT: Purchase Requisition, Highway 171 Booster Station Transfer Switch, Rick's Service Co, LLC., \$7,950.00**

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 Rick's Service Company, LLC., in the amount of \$7,950.00, is for a permanent transfer switch to be installed at the Highway 171 Booster Station. This transfer switch is imperative to continue operations at the Highway 171 Booster Station during a future shut down of Jackson Trace Road Tank, to be sure that citizens are not without water service. This requisition includes building a frame to mount the switch and to also make all necessary wiring connections.

**Recommendation:**

Approve

**Funding Source/GL Code:**

GL Code No. 50-39-600-81406      Amount: \$7,950.00

**Motion for Consideration:**

**Approval of the Consent Agenda will approve this expense in the amount of \$7,950.00 to Rick's Service Company, LLC.**

***Rick's Service Co. LLC  
275 Old Jackson Road  
Centreville, Alabama 35042  
205-393-1192/205-561-4550***

***Transfer switch quote:***

***July 20, 2023***

***Ms. Cynthia Davis  
City of Northport***

***Job Site:***

***Highway 171 Booster Station***

***Scope of quote:***

***To provide, deliver, and install an Asco 200 amp 240v 3 phase Non-SER 3R transfer switch. Scope of work will include building a frame to mount transfer switch and to also make all necessary wiring connections.***

***Total price for this work is:               \$7,950.00***

***Thank you for the opportunity to provide this quote.***

***Quote is good for 30 days.***

***Thank you,***

***Kyle Creel  
205-561-4550***



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

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

**MEETING DATE: August 7, 2023**

**SUBJECT: Purchase Requisition, Travel Reimbursement for Chris Cunningham, \$2,137.93**

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

**Prepared By: Kim Braughton**

**Approved By: Ron Davis**

**Summary:**

This is a request for travel reimbursement to Chris Cunningham related to attending the 2023 Convention Sports & Entertainment Facilities Conference in San Diego, CA July 15-19th. The department respectfully requests reimbursement in the amount of \$2,137.93.

**Recommendation:**

Approve the reimbursement.

**Funding Source/GL Code:**

GL Code No. 01-16-000-50421      Amount: \$1,323.86

GL Code No. 01-16-000-50420      Amount: \$754.00

GL Code No. 01-16-000-50422      Amount: \$60.07

**Motion for Consideration:**

**Approval of the Consent Agenda will approve this expense in the amount of \$2,137.93 to Chris Cunningham.**



| Chris Cunningham travel for P3 Training - July 15-19 - San Diego, CA |                    |                   |
|----------------------------------------------------------------------|--------------------|-------------------|
| Expense Description                                                  | Expense            | Receipt/Memo      |
| Hotel (Jul 15-19)                                                    | \$ 1,323.86        | PAGE 1            |
| Flight Cost (round-trip)                                             | \$ 604.40          | PAGE 2-4          |
| Breakfast - Jul 16                                                   | \$ 14.93           | PAGE 5            |
| Lunch - Jul 16                                                       | \$ 18.00           | PAGE 5            |
| Lunch - Jul 19                                                       | \$ 14.06           | PAGE 6            |
| Dinner - Jul 19                                                      | \$ 13.08           | PAGE 6            |
| Baggage Fee - Jul 15                                                 | \$ 30.00           | PAGE 7            |
| Baggage Fee - Jul 19                                                 | \$ 30.00           | PAGE 7            |
| Taxi from Airport - Jul 15                                           | \$ 22.00           | No receipt - cash |
| Taxi to Airport - Jul 19                                             | \$ 20.60           | No receipt - cash |
| Economy Parking (Jul 15-19)                                          | \$ 47.00           | PAGE 8 (photo)    |
| <b>TOTAL REIMBURSEMENT</b>                                           | <b>\$ 2,137.93</b> |                   |

# PAGE 1



SAN DIEGO MARRIOTT MARINA

GUEST FOLIO

| 2007<br>ROOM<br>BK<br>TYPE<br>126<br>ROOM<br>CLERK       | CUNNINGHAM/CHRISTOPHER<br>NAME<br><del>XXXXXXXXXXXX</del><br>NORTHPORT AL 35475<br>ADDRESS | 254.00<br>RATE                             | 07/19/23<br>DEPART<br>07/15/23<br>ARRIVE | 06:26<br>TIME<br>23:03<br>TIME | 13628<br>ACCT#<br><br>MBV#: XXXXX8314 |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------|--------------------------------------------|------------------------------------------|--------------------------------|---------------------------------------|
|                                                          |                                                                                            | PASSPORT:<br>AXXXXXXXXXXXXX2001<br>PAYMENT |                                          |                                |                                       |
| DATE                                                     | REFERENCES                                                                                 | CHARGES                                    | CREDITS                                  | BALANCES DUE                   |                                       |
| 07/15                                                    | DEST FEE                                                                                   | 07.15.23                                   | 35.00                                    |                                |                                       |
| 07/15                                                    | DETTOT                                                                                     | 07.15.23                                   | 3.68                                     |                                |                                       |
| 07/15                                                    | DETTMD                                                                                     | 07.15.23                                   | .70                                      |                                |                                       |
| 07/15                                                    | ROOM                                                                                       | 2007, 1                                    | 341.00                                   |                                |                                       |
| 07/15                                                    | TOT TX                                                                                     | 2007, 1                                    | 35.81                                    |                                |                                       |
| 07/15                                                    | CA FEE                                                                                     | 2007, 1                                    | .77                                      |                                |                                       |
| 07/15                                                    | TMD FEE                                                                                    | 2007, 1                                    | 6.82                                     |                                |                                       |
| 07/16                                                    | DEST FEE                                                                                   | 07.16.23                                   | 35.00                                    |                                |                                       |
| 07/16                                                    | DETTOT                                                                                     | 07.16.23                                   | 3.68                                     |                                |                                       |
| 07/16                                                    | DETTMD                                                                                     | 07.16.23                                   | .70                                      |                                |                                       |
| 07/16                                                    | ROOM                                                                                       | 2007, 1                                    | 215.00                                   |                                |                                       |
| 07/16                                                    | TOT TX                                                                                     | 2007, 1                                    | 22.58                                    |                                |                                       |
| 07/16                                                    | CA FEE                                                                                     | 2007, 1                                    | .77                                      |                                |                                       |
| 07/16                                                    | TMD FEE                                                                                    | 2007, 1                                    | 4.30                                     |                                |                                       |
| 07/17                                                    | DEST FEE                                                                                   | 07.17.23                                   | 35.00                                    |                                |                                       |
| 07/17                                                    | DETTOT                                                                                     | 07.17.23                                   | 3.68                                     |                                |                                       |
| 07/17                                                    | DETTMD                                                                                     | 07.17.23                                   | .70                                      |                                |                                       |
| 07/17                                                    | ROOM                                                                                       | 2007, 1                                    | 224.00                                   |                                |                                       |
| 07/17                                                    | TOT TX                                                                                     | 2007, 1                                    | 23.52                                    |                                |                                       |
| 07/17                                                    | CA FEE                                                                                     | 2007, 1                                    | .77                                      |                                |                                       |
| 07/17                                                    | TMD FEE                                                                                    | 2007, 1                                    | 4.48                                     |                                |                                       |
| 07/18                                                    | DEST FEE                                                                                   | 07.18.23                                   | 35.00                                    |                                |                                       |
| 07/18                                                    | DETTOT                                                                                     | 07.18.23                                   | 3.68                                     |                                |                                       |
| 07/18                                                    | DETTMD                                                                                     | 07.18.23                                   | .70                                      |                                |                                       |
| 07/18                                                    | ROOM                                                                                       | 2007, 1                                    | 254.00                                   |                                |                                       |
| 07/18                                                    | TOT TX                                                                                     | 2007, 1                                    | 26.67                                    |                                |                                       |
| 07/18                                                    | CA FEE                                                                                     | 2007, 1                                    | .77                                      |                                |                                       |
| 07/18                                                    | TMD FEE                                                                                    | 2007, 1                                    | 5.08                                     |                                |                                       |
| 07/19                                                    | CCARD-AX                                                                                   |                                            |                                          | 1323.86                        |                                       |
| PAYMENT RECEIVED BY AMERICAN EXPRESS XXXXXXXXXXXXXXX2001 |                                                                                            |                                            |                                          |                                | .00                                   |

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SAN DIEGO MARRIOTT MARINA  
333 WEST HARBOR DRIV  
SAN DIEGO CA 92101-7700

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This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amounts shown in the credit column opposite any credit card entry in the reference column above will be charged to the credit card number set forth above. (The credit card company will bill in the usual manner.) If for any reason the credit card company does not make payment on this account, you will owe us such amount. If you are direct billed, in the event payment is not made within 25 days after check-out, you will owe us interest from the check-out date on any unpaid amount at the rate of 1.5% per month (ANNUAL RATE 18%), or the maximum allowed by law, plus the reasonable cost of collection, including attorney fees.

Signature X

## PAGE 2

**From:** [Chris Cunningham](#)  
**To:** [Christopher Cunningham](#)  
**Subject:** Fwd: Your trip confirmation (BHM - SAN)  
**Date:** Tuesday, July 11, 2023 10:11:14 AM

---

Sent from my iPhone

Begin forwarded message:

**From:** American Airlines <[no-reply@info.email.aa.com](mailto:no-reply@info.email.aa.com)>  
**Date:** June 21, 2023 at 10:45:17 AM CDT  
**To:** [cjcunnin@yahoo.com](mailto:cjcunnin@yahoo.com)  
**Subject:** Your trip confirmation (BHM - SAN)



Issued: June 21, 2023

## Your trip confirmation and receipt

We charged \$604.40 to your card ending in 9442 for your ticket purchase.

You can check in via the American app 24 hours before your flight and get your mobile boarding pass.

**Record Locator: RFETYT**

### Saturday, July 15, 2023

**BHM**  
Birmingham  
4:05 PM

**DFW**  
Dallas/Fort Worth  
6:08 PM

**AA 3347**  
Operated by Envoy Air  
as American Eagle

Seat: **22A**  
Class: **Economy (N)**  
Meals:

**DFW**

**AA 1634** ☐

PAGE 3



Dallas/Fort Worth  
7:15 PM  
  
SAN  
San Diego  
8:17 PM

Seat: 36A  
Class: Economy (N)  
Meals: Refreshment

Wednesday, July 19, 2023



SAN  
San Diego  
8:30 AM  
  
DFW  
Dallas/Fort Worth  
1:42 PM

AA 1947 ☐

Seat: 35A  
Class: Economy (V)  
Meals: Refreshment



DFW  
Dallas/Fort Worth  
2:34 PM  
  
BHM  
Birmingham  
4:20 PM

AA 124 ☐

Seat: 26B  
Class: Economy (V)  
Meals:

Manage your trip

Earn 50,000 Bonus Miles  
Plus great travel benefits. Terms Apply.  
[Learn more](#)



Your purchase

Christopher Cunningham - AAdvantage® #: 2KP\*\*\*\*

New ticket (0012457137554) \$604.40  
[\$517.21+ Taxes & carrier-imposed fees \$87.19]



## PAGE 4

**Total cost** **\$604.40**

### Your payment

MasterCard (ending 9442) **\$604.40**

**Total paid** **\$604.40**

### Bag information

| Checked Bag (Airport) |         | Checked Bag (Online*) |         |
|-----------------------|---------|-----------------------|---------|
| 1 <sup>st</sup> bag   | \$30.00 | 1 <sup>st</sup> bag   | \$30.00 |
| 2 <sup>nd</sup> bag   | \$40.00 | 2 <sup>nd</sup> bag   | \$40.00 |

Maximum dimensions: 62 inches or 158 centimeters calculated as (length + width + height)

Maximum weight: 50 pounds or 23 kilograms

For information regarding American Airlines checked baggage policies, please visit: [Bag and optional fees](#)

Bag fees apply at each Check-in location. Additional allowances and/or discounts may apply. [Bag and optional fees](#)

If your flight is operated by a partner airline, see the [other airline's](#) website for carry-on and checked bag policies.

\*Online payment available beginning 24 hours (and up to 4 hours) before departure.

#### Carry-on bags

**1<sup>st</sup> carry-on** Includes purse, briefcase, laptop bag, or similar item that must fit under the seat in front of you.

**2<sup>nd</sup> carry-on** Maximum dimensions not to exceed: 22" long x 14" wide x 9" tall (56 x 35 x 23 cm).



[Book a hotel](#) » [Book a car](#) » [Buy trip insurance](#) » [AAVacations](#) »

& & & 502 & & &  
 San Diego Marriott  
 Marquis & Marina  
 \*\*\* Starbucks \*\*\*  
 256604 Pamela

---

**CHK 5773**  
 16 Jul'23 7:06 AM

---

|                   |                |
|-------------------|----------------|
| 1 GRND COFFEE     | 4.50           |
| 1 OATMEAL         | 7.50           |
| SUBTOTAL          | \$12.00        |
| OTHER             | \$2.00         |
| TAX               | \$0.93         |
| <b>PAYMENT</b>    | <b>\$14.93</b> |
| <b>Change Due</b> | <b>\$0.00</b>  |
| CHARGE TIP \$     | \$2.00         |
| Visa              | \$14.93        |
| at100105 xxx0242  |                |

---

----- Check Closed -----  
 16 Jul'23 7:08 AM

**MARION'S**  
 FISH & SEAFOOD EATERY

MARION'S FISH MARKET  
 879 WEST HARBOR DR  
 SAN DIEGO, CA 92101  
 619-233-1143

**Check 60**

Leon B. 7/16/23  
 EAT-IN 1:25 PM

|                                  |      |
|----------------------------------|------|
| 2 POLLOCK TACO A LA CARIE (4.00) | 8.00 |
| LARGE CUCUMBER MINT              | 0.00 |

|          |       |
|----------|-------|
| Subtotal | 18.00 |
| Gratuity | 0.00  |

**TOTAL 18.00**

|      |        |
|------|--------|
| VISA | -18.00 |
| Tip  | 0.00   |

Amct. XXXXXXXX/XXX0242  
 Approva 097104

CHANGE DUE 0.00

THANK YOU!  
 No Cash Refunds  
 We appreciate your business!  
 Scan QR Code to leave a review.



## PAGE 6

Qdoba Mexican Eats  
DFW - 2040 N. International  
Dallas, TX 75032

Host: Drawer 1 07/19/2023  
TM1247 2:09 PM  
10247

Bowl Chicken 12.99

Subtotal 12.99  
Tax 1.07

**TO GO Total 14.06**

Visa 14.06  
Tip 1.30  
Total 15.36  
Auth:063118

--- Check Closed ---

Earn Points for this order! [www.qdoba.com](http://www.qdoba.com)  
1MY8-JK7B5H-VNMC4R-YJPDJN-F  
Code expires on: 08/18/2023

# ORANGE CAB

Radio Service

Lic # M STA-000008

Company: \_\_\_\_\_  
Date: \_\_\_\_\_ Meter \$: \_\_\_\_\_ Tip \$: \_\_\_\_\_  
Driver: \_\_\_\_\_ Cab#: \_\_\_\_\_  
From/To: \_\_\_\_\_

3485 Kurtz Str., Suite B, San Diego, CA 92110  
**(619)223-5555**

Customer • Verify Cab Number



CHICK-FIL-A  
BIRMINGHAM AIRPORT

800028813 Jamie

CHK 9103 GST 1  
JUL19'23 8:29PM

TO GO

1 SAND CHIX 5.85  
1 WAFFLE FRIES M 2.98  
1 SODA FTN M 3.06  
SPRITE

SUBTOTAL 11.89

TAX 1.19

AMOUNT PAID **13.08**

AT151137 XXX0242

VISA CC 13.08

-800028813 Closed JUL19 08:29PM-

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



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

STOREID: BHMXXX

Your order number is: **9103**

**American**  BAGGAGE CHARGE RECEIPT **American** 

PASSENGER NAME  
**CUNNINGHAM/CHRISTOPHER**

**UPT050LB 23KG AND62LI**

**30.00 USD**

**SAN DFW - AA DFW BHM - AA**  
**Total with Applicable TFC 30.00 USD**  
**Credit Card AX XXXXXXXXXX2001**

|      |          |                    |               |                      |                       |
|------|----------|--------------------|---------------|----------------------|-----------------------|
| Fare | 30.00USD | FLIGHT             | DATE          | TFC=                 | TAXES, FEES & CHARGES |
| TFC  |          | 1947               | JULY 19, 2023 |                      |                       |
| TFC  |          | PNR: RFETYT        |               |                      |                       |
| TFC  |          | Agent: SAN-SSW 001 |               |                      |                       |
| Tot  | 30.00USD | 0263443985         | 0             | NOT VALID FOR TRAVEL |                       |

Printed in USA by Magnetic Ticket & Label Corp. Dallas, TX

USD 30.00  
NA  
NA  
NA  
USD 30.00

FP AXXXXXXX000X2001 05765

0 001 0263188096 0

BHDFH-AA DFHSAH-AA  
0 UPT050LB 23KG AND62LI 158LCH

PSGR TICKET 0012457137554

REFETY

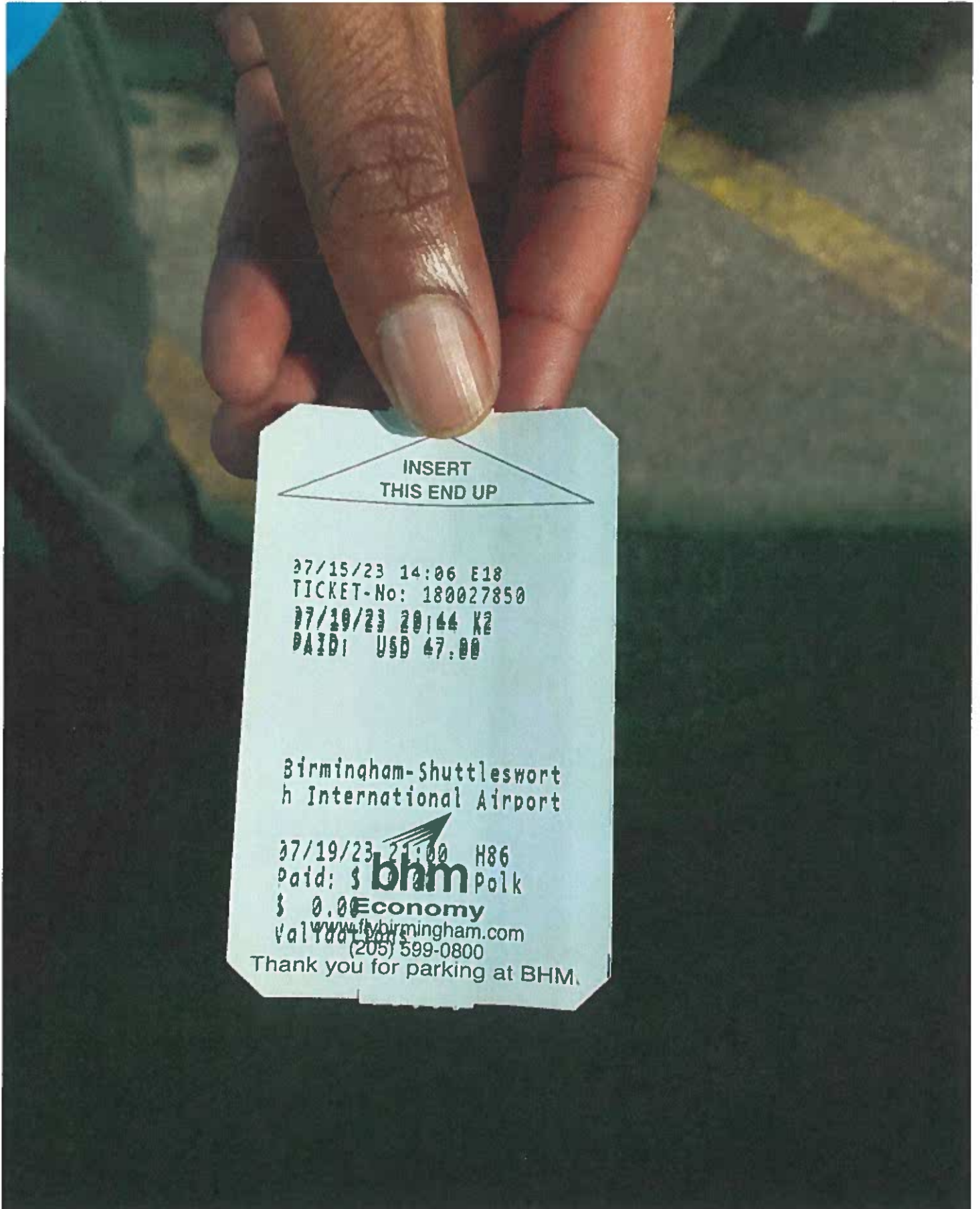
FOR CONDITIONS OF  
CONTRACT - SEE  
PASSENGER TICKET AND  
BAGGAGE CHECK

NOT VALID FOR TRAVEL

AMERICAN AIRLINES  
REFUNDABLE ONLY WITH  
RELATED FLIGHT CPN  
RETAIN THIS RECEIPT  
THROUGHOUT YOUR  
JOURNEY

5  
6  
1  
AL  
BHM ODR  
15JUL23 0102102  
PASSENGER RECEIPT 1







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

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

**MEETING DATE: August 7, 2023**

**SUBJECT: Purchase Requisition - Mud Valve Replacement at WTP, Mark Johnson Construction, LLC, \$12,695.00**

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

**Prepared By: Allison Martin**

**Approved By: John Webb**

**Summary:**

The purchase requisition to Mark Johnson Construction, LLC., in the amount of \$12,695.00, is for replacing six (6) mud valves on the basins and flocculators at the Water Treatment Plant.

**Recommendation:**

Approve

**Funding Source/GL Code:**

GL Code No. 50-39-512-50306      Amount: \$12,695.00

**Motion for Consideration:**

**Approval of the Consent Agenda will approve this expense in the amount of \$12,695.00 to Mark Johnson Construction, LLC.**

## Cynthia Davis

---

**From:** Adam Holloway  
**Sent:** Friday, July 28, 2023 11:38 AM  
**To:** Cynthia Davis  
**Subject:** Mud Valves

Want me to go ahead and put in a request? We are looking to install them the week of the 14<sup>th</sup>.

Adam

Price to change out (6) 10" mud valves, stems, and handwheels would be \$12,695.00. Im figuring (4) days to do the change out.

Thank you for asking us to give you a price and let me know if you want us to proceed.

J. Mark Johnson  
Mark Johnson Construction, LLC  
P.O. Box 20040  
Tuscaloosa, AL 35402  
O:(205) 752-1978  
C:(205) 534-5434  
F:(205) 737-7304  
[mark@mjohnsonconstruction.com](mailto:mark@mjohnsonconstruction.com)  
4200 Mallisham Parkway  
Tuscaloosa, AL 35401

**Adam Holloway**  
**WTP Superintendent**  
City of Northport  
Utilities Department  
[aholloway@cityofnorthport.org](mailto:aholloway@cityofnorthport.org)  
205-333-3017  
205-534-1027(cell)



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

**AGENDA ITEM NO. 9.c.7.**

**MEETING DATE: August 7, 2023**

**SUBJECT: PO Requisition, Spillman Software, Motorola, \$ 144,095.00**

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

**Prepared By: Whitney DuBose**

**Approved By: Gerald Burton**

**Summary:**

**Recommendation:**

Approve this consent agenda item.

**Funding Source/GL Code:**

GL Code No. 01-22-600-8000 Amount: \$79,095.00 (IT)

GL Code No. 01-33-600-8000 Amount: \$65,000.00 (PD)

**Motion for Consideration:**

**Approval of the Consent Agenda will approve this expense in the amount of \$144,095.00 to Motorola.**



### Section 3

# Pricing

## 3.1 Pricing Summary Table

| Subscription Description                                   | Price               |
|------------------------------------------------------------|---------------------|
| Year 1 – June 1, 2023 - May 31, 2024                       | \$288,190.00        |
| Year 2 – June 1, 2024 - May 31, 2025                       | \$75,000.00         |
| Year 3 – June 1, 2025 - May 31, 2026                       | \$75,000.00         |
| Year 4 – June 1, 2026 - May 31, 2027                       | \$75,000.00         |
| Year 5 – June 1, 2027 - May 31, 2028                       | \$75,000.00         |
| <b>Total 5-Year Maintenance and Subscription Fees Due:</b> | <b>\$588,190.00</b> |

## 3.2 Billing Summary

| Payment Due Date |        | Amount       |
|------------------|--------|--------------|
| 6/30/2023        | Year 1 | \$144,095.00 |
| 12/30/2023       | Year 1 | \$144,095.00 |
| 6/30/2024        | Year 2 | \$75,000.00  |
| 6/30/2025        | Year 3 | \$75,000.00  |
| 6/30/2026        | Year 4 | \$75,000.00  |
| 6/30/2027        | Year 5 | \$75,000.00  |

01-22-600-80000 79,095 - IT  
01-33-600-80000 65,000 - PD  
\$144,095

## 3.3 Pricing Detail

| Description                                  | Quantity | Term   |
|----------------------------------------------|----------|--------|
| Flex                                         |          |        |
| Core Integration                             |          |        |
| HUB MAINTENANCE - STANDARD                   | 1        | 5 YEAR |
| CAD MAPPING MAINTENANCE - STANDARD           | 1        | 5 YEAR |
| RAPID NOTIFICATION 2.0 MAINTENANCE –STANDARD | 1        | 5 YEAR |
| PREMISES AND HAZMAT MAINTENANCE - STANDARD   | 1        | 5 YEAR |



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

**AGENDA ITEM NO. 11.b.1.**

**MEETING DATE: August 7, 2023**

**SUBJECT: Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located on 18th Avenue - Parcel No. 63-31-05-15-2-003-013.000**

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

**Prepared By: Kim Braughton**

**Approved By: Ron Davis**

**Summary:**

Please find attached a proposed resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located on 18th Avenue. The nuisance was abated at the City's effort and expense, and the property owner has failed to reimburse the City after multiple notices of the nuisance and abatement.

**Recommendation:**

Approved the attached resolution.

**Funding Source/GL Code:**

GL Code No. N/A

**Motion for Consideration:**

**I move to adopt the resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located on 18th Avenue.**

**RESOLUTION NO. 23-**

**RESOLUTION FIXING THE COST OF NUISANCE WEED ABATEMENT AND AUTHORIZING THE FILING OF A LIEN FOR PROPERTY LOCATED ON 18<sup>TH</sup> AVENUE**

**WHEREAS**, the person last assessed for the property taxes at property located on 18<sup>th</sup> Avenue, Northport, Alabama, is Jerry Floyd, etal as recorded in Deed Book 329, Page 00188, more particularly described as:

Fifty feet off of Lot No. 36 in a subdivision made by Fleetwood Rice in Section 15, Township 21 South, Range 10 West, a map or plat of said subdivision being of record in the Probate Office of Tuscaloosa County, Alabama. Said parcel of land fronting 50 feet on a street and running back of uniform width 79 ½ feet, and more particularly described as follows: Begin at the Northwest corner of said lot and run thence east along the north line of said lot to the east line; run thence south along the east line of said lot, 50 feet; run thence west and parallel with the north line to the west line of said lot; run thence north along the west side of said lot 50 feet to the point of beginning.

Also known as Parcel ID No. 63-31-05-15-2-003-013.000

**WHEREAS**, nuisance weeds on the property have been abated by the effort and expense of the City of Northport pursuant to Chapter 42, Article VII. (Weed Control) of the Northport City Code of Ordinances and Section 11-67-80, Code of Alabama (1975), as amended; and,

**WHEREAS**, the cost of said abatement is \$192.50 and the cost of all legal advertising related thereto is \$14.00; and

**WHEREAS**, the cost of abatement and legal advertising shall, upon confirmation by the City Council, constitute a weed lien against the various parcels of land from which the nuisance was abated, pursuant to Section 11-67-66, Code of Alabama (1975), as amended.

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

1. That the cost of the abatement of nuisance weeds and legal advertising for the property located on 18<sup>th</sup> Avenue, Northport, Alabama, as recorded in Deed Book 329, Page 00188, is hereby fixed at \$206.50.
2. That the amount shall hereinafter be referred to as a "weed lien," and shall be turned over to the county tax collector for collection.
3. That the Northport City Council will hold a public hearing on the 7<sup>th</sup> day of August 2023 at 5:30 p.m. in the Council Chambers at the Northport City Hall for the property listed herein.
4. This resolution shall become effective immediately upon its passage or otherwise becoming law.

**RESOLVED AND DONE THIS 7<sup>th</sup> DAY OF AUGUST, 2023.**

**CITY COUNCIL OF THE CITY OF NORTHPORT**

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

**ATTEST:**

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

Reading: August 7, 2023  
Motion By:  
Second By:





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

**AGENDA ITEM NO. 11.b.2.**

**MEETING DATE: August 7, 2023**

**SUBJECT: Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located on 19th Street - Parcel No. 63-31-05-15-2-003-014.000**

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

**Prepared By: Kim Braughton**

**Approved By: Ron Davis**

**Summary:**

Please find attached a proposed resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located on 19th Street. The nuisance was abated at the City's effort and expense, and the property owner has failed to reimburse the City after multiple notices of the nuisance and abatement.

**Recommendation:**

Approve the attached resolution.

**Funding Source/GL Code:**

GL Code No. N/A

**Motion for Consideration:**

**I move to adopt the resolution fixing the cost of nuisance weed abatement and authorizing the filing of alien for property located on 19th Street.**

**RESOLUTION NO. 23-**

**RESOLUTION FIXING THE COST OF NUISANCE WEED ABATEMENT AND AUTHORIZING THE FILING OF A LIEN FOR PROPERTY LOCATED ON 19<sup>TH</sup> STREET**

**WHEREAS**, the person last assessed for the property taxes at property located on 19<sup>th</sup> Street, Northport, Alabama, is Hunter Baggett as recorded in Deed Book 2013, Page 11306, more particularly described as:

Lot Pt. of 36 in Fleetwood Rice Subd. Desc. As: Beg. At SE cor Lot 36 Fleetwood Rice SW., P.B. 2 PG 6 N. 106.5, W. 79.5, S. 106.5, E. 79.5 to P.O.B. Plat 2 Page 6

Also known as: Parcel ID No. 63-31-05-15-2-003-014.000

**WHEREAS**, nuisance weeds on the property have been abated by the effort and expense of the City of Northport pursuant to Chapter 42, Article VII. (Weed Control) of the Northport City Code of Ordinances and Section 11-67-80, Code of Alabama (1975), as amended; and,

**WHEREAS**, the cost of said abatement is \$192.50 and the cost of all legal advertising related thereto is \$14.00; and

**WHEREAS**, the cost of abatement and legal advertising shall, upon confirmation by the City Council, constitute a weed lien against the various parcels of land from which the nuisance was abated, pursuant to Section 11-67-66, Code of Alabama (1975), as amended.

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

1. That the cost of the abatement of nuisance weeds and legal advertising for the property located on 19<sup>th</sup> Street, Northport, Alabama, as recorded in Deed Book 2013, Page 11306, is hereby fixed at \$206.50.
2. That the amount shall hereinafter be referred to as a "weed lien," and shall be turned over to the county tax collector for collection.
3. That the Northport City Council will hold a public hearing on the 7<sup>th</sup> day of August 2023 at 5:30 p.m. in the Council Chambers at the Northport City Hall for the property listed herein.
4. This resolution shall become effective immediately upon its passage or otherwise becoming law.

**RESOLVED AND DONE THIS 7<sup>th</sup> DAY OF AUGUST, 2023.**

**CITY COUNCIL OF THE CITY OF NORTHPORT**

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

**ATTEST:**

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

Reading: August 7, 2023  
Motion By:  
Second By:



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

**AGENDA ITEM NO. 11.b.3.**

**MEETING DATE: August 7, 2023**

**SUBJECT: Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1814 10th Street - Parcel No. 63-31-05-15-2-019-004.000**

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

**Prepared By: Kim Braughton**

**Approved By: Ron Davis**

**Summary:**

Please find attached a proposed resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1814 10th Street. The nuisance was abated at the City's effort and expense, and the property owner has failed to reimburse the City after multiple notices of the nuisance and abatement.

**Recommendation:**

Approve the attached resolution

**Funding Source/GL Code:**

GL Code No. N/A

**Motion for Consideration:**

**I move to adopt the resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1814 10th Street.**



**RESOLUTION NO. 23-**

**RESOLUTION FIXING THE COST OF NUISANCE WEED ABATEMENT AND AUTHORIZING THE  
FILING OF A LIEN FOR PROPERTY LOCATED AT 1814 10<sup>TH</sup> STREET**

**WHEREAS**, the person last assessed for the property taxes at property located at 1814 10<sup>th</sup> Street, Northport, Alabama, is LCT Holdings, LLC as recorded in Deed Book 2020, Page 01648, more particularly described as:

Lot 5 in Baker's Corner Subdivision, Plat 5, Page 106

Also known as: Parcel ID No. 63-31-05-15-2-019-004.000

**WHEREAS**, nuisance weeds on the property have been abated by the effort and expense of the City of Northport pursuant to Chapter 42, Article VII. (Weed Control) of the Northport City Code of Ordinances and Section 11-67-80, Code of Alabama (1975), as amended; and,

**WHEREAS**, the cost of said abatement is \$222.98 and the cost of all legal advertising related thereto is \$14.00; and

**WHEREAS**, the cost of abatement and legal advertising shall, upon confirmation by the City Council, constitute a weed lien against the various parcels of land from which the nuisance was abated, pursuant to Section 11-67-66, Code of Alabama (1975), as amended.

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

1. That the cost of the abatement of nuisance weeds and legal advertising for the property located at 1814 10<sup>th</sup> Street, Northport, Alabama, as recorded in Deed Book 2020, Page 01648, is hereby fixed at \$236.98.
2. That the amount shall hereinafter be referred to as a "weed lien," and shall be turned over to the county tax collector for collection.
3. That the Northport City Council will hold a public hearing on the 7<sup>th</sup> day of August 2023 at 5:30 p.m. in the Council Chambers at the Northport City Hall for the property listed herein.
4. This resolution shall become effective immediately upon its passage or otherwise becoming law.

**RESOLVED AND DONE THIS 7<sup>th</sup> DAY OF AUGUST, 2023.**

**CITY COUNCIL OF THE CITY OF NORTHPORT**

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

**ATTEST:**

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

Reading: August 7, 2023  
Motion By:  
Second By:



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

**AGENDA ITEM NO. 11.b.4.**

**MEETING DATE: August 7, 2023**

**SUBJECT: Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 713 28th Avenue - Parcel No. 63-31-05-16-4-009-006.000**

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

**Prepared By: Kim Braughton**

**Approved By: Ron Davis**

**Summary:**

Please find attached a proposed resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 713 28th Avenue. The nuisance was abated at the City's effort and expense, and the property owner has failed to reimburse the City after multiple notices of the nuisance and abatement.

**Recommendation:**

Approved the attached resolution.

**Funding Source/GL Code:**

GL Code No. N/A

**Motion for Consideration:**

**I move to adopt the resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 713 28th Avenue.**

**RESOLUTION NO. 23-**

**RESOLUTION FIXING THE COST OF NUISANCE WEED ABATEMENT AND  
AUTHORIZING THE FILING OF A LIEN FOR PROPERTY LOCATED AT  
713 28<sup>TH</sup> AVENUE**

**WHEREAS**, the person last assessed for the property taxes at property located at 713 28<sup>th</sup> Avenue, Northport, Alabama, is Kayla Davis as recorded in Deed Book 2022, Page 26151, more particularly described as:

Lot 29 and the West 1/3 of Lot 28 of Charlie Shirley Survey of Town of Northport, a Map or plat of which is recorded in Plat Book 1, at Pages 64 and 65 in the Probate Office of Tuscaloosa County, Alabama, reference to which is hereby made in aid of and as a part of this description.

Also known as Parcel ID No. 63-31-05-16-4-009-006.000

**WHEREAS**, nuisance weeds on the property have been abated by the effort and expense of the City of Northport pursuant to Chapter 42, Article VII. (Weed Control) of the Northport City Code of Ordinances and Section 11-67-80, Code of Alabama (1975), as amended; and,

**WHEREAS**, the cost of said abatement is \$235.23 and the cost of all legal advertising related thereto is \$14.00; and

**WHEREAS**, the cost of abatement and legal advertising shall, upon confirmation by the City Council, constitute a weed lien against the various parcels of land from which the nuisance was abated, pursuant to Section 11-67-66, Code of Alabama (1975), as amended.

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

1. That the cost of the abatement of nuisance weeds and legal advertising for the property located at 713 28<sup>th</sup> Avenue, Northport, Alabama, as recorded in Deed Book 2022, Page 26151, is hereby fixed at \$249.23.
2. That the amount shall hereinafter be referred to as a "weed lien," and shall be turned over to the county tax collector for collection.
3. That the Northport City Council will hold a public hearing on the 7<sup>th</sup> day of August 2023 at 5:30 p.m. in the Council Chambers at the Northport City Hall for the property listed herein.
4. This resolution shall become effective immediately upon its passage or otherwise becoming law.

**RESOLVED AND DONE THIS 7<sup>th</sup> DAY OF AUGUST, 2023.**



**CITY COUNCIL OF THE CITY OF NORTHPORT**

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

**ATTEST:**

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

Reading: August 7, 2023  
Motion By:  
Second By:



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

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

**MEETING DATE: August 7, 2023**

**SUBJECT: Second Reading, Ordinance to reduce the corporate limits and reestablish the boundaries of approximately 0.97 acres located at 517 Martin Road East.**

Unfinished Business: X

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

**Prepared By: Morgan Williams**

**Approved By: Julie Ramm**

**Summary:**

Anthony Dockery requests de-annexation of approximately 0.97 acres located at 517 Martin Road East. This parcel was annexed by the City Council in November of 2021 as a portion of a potential development by another developer. Since that time, the purchase agreement was not executed. Mr. Dockery is willing to sign an agreement stating that if the property is considered for annexation in the future, then it would be restricted to annexation only within the City of Northport.

**Recommendation:**

The Planning Commission met on June 13, 2023 and voted to give a favorable recommendation on this item.

**Funding Source/GL Code:**

GL Code No. NA      Amount: \$

**Motion for Consideration:**

I make a motion to approve to reduce the corporate limits and reestablish the boundaries of approximately 0.97 acres located at 517 Martin Road East.

COUNTY OF TUSCALOOSA     )  
                                                           )  
STATE OF ALABAMA             )

**PETITION FOR DEANNEXATION**

COMES NOW, the Applicant, Anthony Dockery (hereinafter referred to as “Applicant” or “Dockery”), a married man, by and through the undersigned counsel, and requests the City of Northport Planning Department and Council to approve his Petition for Deannexation based on the following premises:

**FACTS**

1. On September 24<sup>th</sup>, 2021, Dockery filed a Petition for Annexation of a very small and inconsequential parcel of property (hereinafter “Annexed Property” or “Parcel”) that he owned<sup>1</sup> located near 517 Martin Road East, Northport, Alabama 35473. Said Annexed Property is more particularly described as:

A parcel of land located in the northeast quarter of the southwest quarter of Section 26, Township 20 South, Range 10 West and being more particularly described as follows:

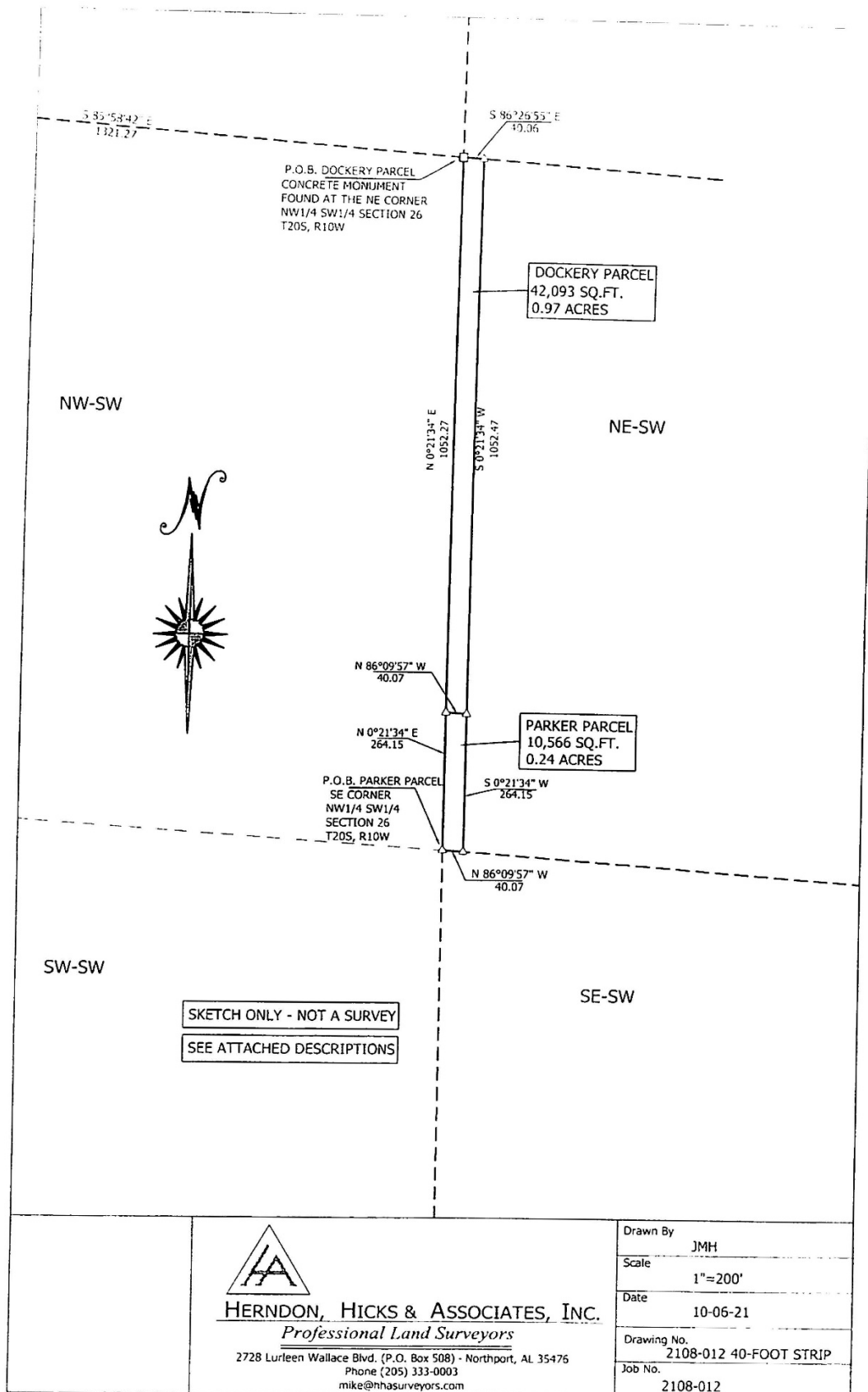
BEGIN at the northwest corner of said northeast quarter of the southwest quarter of Section 26; thence run South 86 degrees, 26 minutes, 55 seconds East along the north boundary of said quarter-quarter 40.06 feet; thence run South 00 degrees, 21 minutes, 34 seconds West 1052.47 feet; thence run North 86 degrees, 09 minutes, 57 seconds West 40.07 feet to a point on the west boundary of said quarter-quarter; thence run North 00 degrees, 21 minutes, 34 seconds East along said west boundary 1052.27 feet to the POINT OF BEGINNING.

Said parcel containing 42,093 square feet or 0.97 acres, more or less.

2. The Annexed Property met all criteria as required by statute, and was located adjacent to a proposed subdivision development. A copy of the survey of the Annexed Property is attached on the next page.

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<sup>1</sup> Anthony Dockery’s ownership of the Annexed Property is evidenced by a Warranty Deed filed in the Tuscaloosa County, Alabama Probate Court, Deed Book 2005, beginning at Page 10510.





3. Dockery submitted his Petition for Annexation because a developer approached him concerning purchasing this small Parcel of property might benefit the development.

4. Relying on that premise, Dockery submitted his Petition for Annexation and thereafter, on November 15, 2021, received recommendation and approval from both the City of Northport Planning and Zoning Commission and the City Council.

5. Since that time, the factual basis for the annexation substantially changed and the developer did not complete the purchase of the annexed property.

6. The Annexed Property is no longer necessary to complete the development. As such, the Annexed Property is an insignificant outlier on the boundary of the City of Northport and Tuscaloosa County. In isolation, it is not necessary for the City of Northport to expend valuable taxpayer resources to provide police and fire protection, nor would it be beneficial to provide water and sewer services to this small Parcel of property.

7. Dockery no longer desires to have the Parcel annexed within the City of Northport, and the basis for the initial annexation has failed.

8. Dockery acknowledges that the factual basis of this particular Petition for Deannexation should be viewed in light of these circumstance alone and does not in any way set precedent for future Deannexation efforts, as such are generally not advisable. Distinct from other Deannexation petitions, the Annexed Property is more of a burden for the taxpayers of the City of Northport rather than a benefit to its citizenry. This unique situation is limited to an insignificant Parcel of property which should be deannexed for the betterment of the City of Northport.

9. Dockery would also agree that if the property is considered for annexation in the future, then it would be restricted to annexation only within the City of Northport.

### **LEGAL BASIS**

10. “Whenever in the opinion of the council or governing body of any city or town the public health or public good requires that the corporate limits of such town or city be reduced and the boundaries thereof reestablished, said council shall pass a resolution defining the proposed corporate limits.” Ala. Code § 11-42-200. Here, we are requesting the City Council consider the public good to limit the corporate limits of the City of Northport to its original status prior to the recent annexation.

11. Specifically, based on the change in circumstances as stated above, the unique burden of providing police and fire protection to such an insignificant Parcel of property, that has no ingress and egress to any adjoining roadways, manifests burdens with no real benefit to the public.

12. Whereas, at the time of annexation, the Parcel would have provided a possible entry to the new development and thereby created a basis for the city to annex the Parcel into its corporate limits.

13. It therefore stands to reason that since that basis failed to occur, as it did here, when the Parcel purchase failed and the possible entry to the new development from this Annexed Property foreclosed, then the reason for continued benefit of such annexation fails.

14. Based on the foregoing statute, the City of Northport may revert to its September 23<sup>rd</sup>, 2021, corporate limits for the public good.

**WHEREFORE, THESE PREMISES CONSIDERED**, Applicant requests the City of Northport will act on this matter, and grant Applicant's Petition for Deannexation of the Parcel property as described above and grant such other, further, different, or general relief in law or equity as it may feel the Applicant is entitled in this matter.

Respectfully submitted, this the 11<sup>th</sup> day of May, 2023.

/s/ Jonathan D. Townsend  
Jonathan D. Townsend (TOW-014)  
Attorney for Anthony Dockery

Of Counsel:  
**DORROH & MILLS, P.C.**  
1800 McFarland Blvd., N., Suite 180  
Tuscaloosa, Alabama 35406  
Telephone (205) 345-2800

**ORDINANCE NO:**

**ORDINANCE TO THE REDUCE THE CORPORATE LIMITS OF THE CITY OF NORTHPORT  
AND REESTABLISH THE BOUNDARIES THEREOF**

**WHERE AS,** all of the owners of the real property hereinafter described did sign and file a written petition with the City Administrator/ Clerk, a copy of which is attached hereto, requesting that said property be deannexed from the City of Northport; and

**WHERE AS,** the Planning and Zoning Commission has made a favorable recommendation for deannexation of said property; and

**WHERE AS,** all property owners and qualified electors residing in the territory proposed to be excluded have been notified via the US mail of the proposed reduction and public hearing; and

**WHERE AS,** it is the opinion of the City Council of the City of Northport that the corporate limits of the City be reduced and the boundaries there of reestablished; and

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

1. Pursuant to the provisions of Section 11-42-200 et sec. of the Code of Alabama, 1975, as amended, the following described property, to wit:

That at a public hearing conducted pursuant thereto, the following parcel being more particularly described as attached in Exhibit "A" and the same is hereby removed from the corporate limits of the City of Northport.

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

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

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

CITY COUNCIL OF THE  
CITY OF NORTHPORT

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

**ATTEST:**

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

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

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

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

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

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



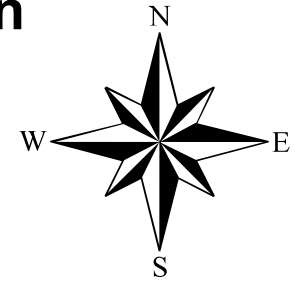
# City of Northport Planning & Zoning Commission

## De-Annexation Request

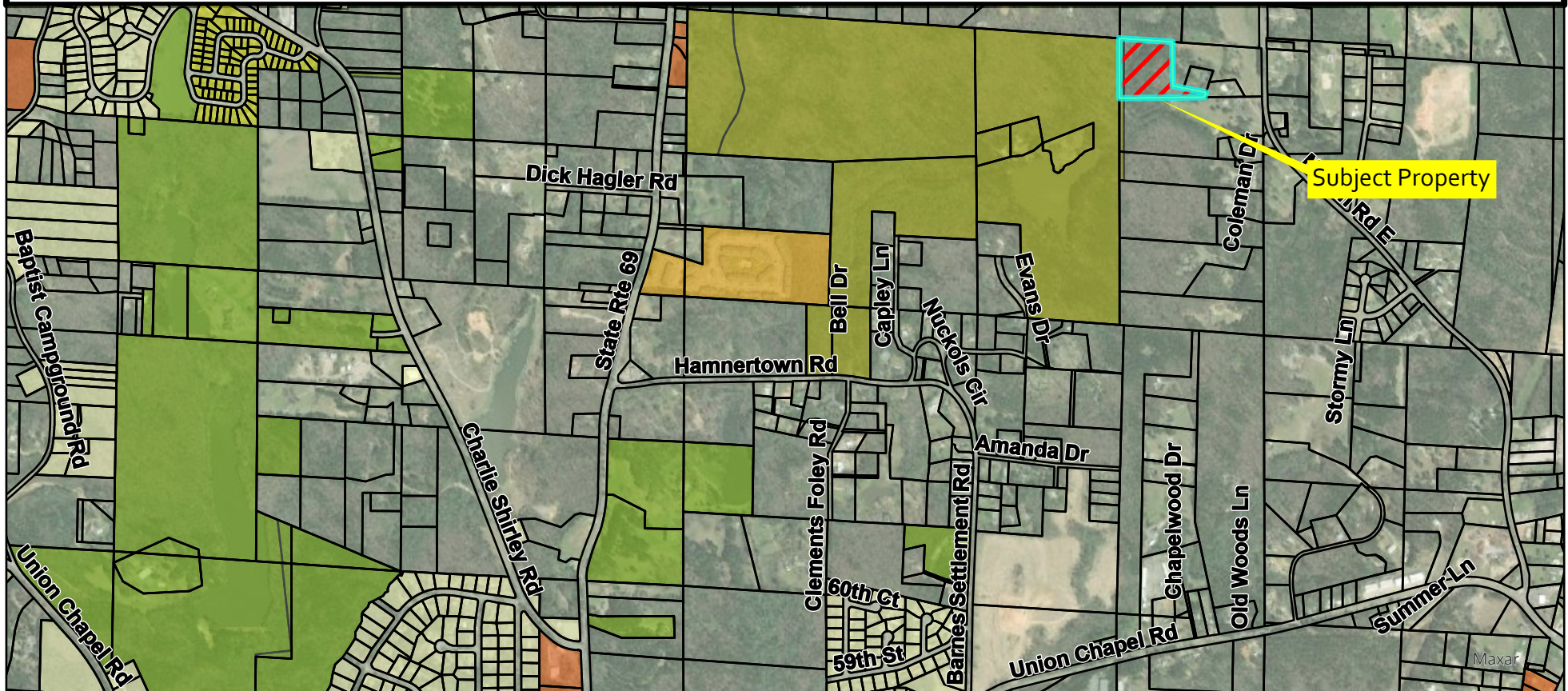
### Zoning

-  Agriculture
-  Neighborhood Commercial
-  General Commercial
-  Residential Multi-Family
-  Residential Single-Family - SD
-  Residential Single-Family - 1
-  Residential Single-Family - 4
-  Parcels
-  Subject Property

0 1,250 2,500 5,000 Feet



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.





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

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

**MEETING DATE: August 7, 2023**

**SUBJECT: Second 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.**

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

**Prepared By: Morgan Williams**

**Approved By: Julie Ramm**

**Summary:**

Mavis Southeast, LLC is requesting Conditional Use approval to locate an auto service station in a C-3 General Commercial zoning district located at 1200 Mitt Lary Road. This use is allowed in this zone only with conditional use approval. As with any conditional use, the City Council may add additional requirements that would mitigate the impact of the proposed conditional use on the surrounding property.

**Recommendation:**

The Planning Commission met on June 13, 2023 and voted to give a favorable recommendation on this item.

**Funding Source/GL Code:**

GL Code No. NA      Amount: \$

**Motion for Consideration:**

None are needed for the first reading.



**City of Northport  
Conditional Use Permit Application**

Date of Plng Comm Mtg: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Deadline: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Application Submitted: \_\_\_\_/\_\_\_\_/\_\_\_\_

Location of Property: Mitt Lary Road Northport, Parce 63-20-05-15-0-007-060.353  
Name of Applicant: Mavis Southeast LLC Phone: (330) 714-0895  
Address: 358 Saw Mill River Rood, Millwood, NY Email: tburton@mavis.com  
Name of Owner: PSM Alabama Holdings, LLC Phone: 863.698.5090  
Address: c/o Publix Supermarket Inc, PO Box 32010 Lakeland, FI 33802 Email: pamela.kitterman@publix.com

**Describe the Proposed Use:**

The proposed use of the property is to operate a Mavis Discount Tires retail tire stores and oil changes services, with minor automotive repair such brakes, muffler, tune up.

Current Zoning: Gen. Com. Total Acreage: 1.23 Acres Current Use of Property: Vacant

**Review the Northport Zoning Ordinance, specifically Section 1003 (found at [www.cityofnorthport.org](http://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: \_\_\_\_\_

Date: \_\_\_\_\_

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 locate an auto service station in a C-3 zoning district located at 1200 Mitt Lary 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 an auto service station in a C-3 zoning district for a business located at 1200 Mitt Lary 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:



H:\2022\GAA220239.00\CADD\DRAWINGS\CONCEPTS\CONCEPT BIGAA220239.00 - CPTB----->LAYOUT: CONCEPT



**OVERALL DEVELOPMENT MAP**  
SCALE: 1" = 500'  
REFERENCE: NEARMAP

**CONCEPT PLAN NOTES**

(Rev. 1/2020)

1. THIS CONCEPT WAS PREPARED STRICTLY AND SOLELY BASED UPON INFORMATION IDENTIFIED IN THE PLAN REFERENCES.
2. THE CONCEPT DEPICTED HEREIN IDENTIFIES A DESIGN CONCEPT RESULTING SOLELY FROM LAYOUT PREFERENCES AND GUIDANCE DICTATED AND IDENTIFIED SOLELY BY THE CLIENT. THE FEASIBILITY WITH RESPECT TO OBTAINING LOCAL, COUNTY, STATE, AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED, AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION AND VERIFICATION OF APPLICABLE REQUIREMENTS AND AFTER THE PROCUREMENT OF ALL NECESSARY JURISDICTIONAL APPROVALS.
3. THIS CONCEPTUAL PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES, ONLY, AND IS NOT INTENDED TO AND SHOULD NOT BE UTILIZED AS A ZONING OR CONSTRUCTION DOCUMENT.
4. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON INFORMATION THAT WAS PROVIDED TO THE ENGINEER, AT THE TIME OF THE ENGINEER'S PREPARATION OF THIS CONCEPT PLAN, BY THE OWNER AND OTHERS NOT UNDER ENGINEER'S CONTROL, AND IS SUBJECT TO CHANGE AFTER PERFORMANCE OF ADDITIONAL DUE DILIGENCE, FIELD SURVEY OR BOTH.
5. IT IS STRONGLY RECOMMENDED THAT A ZONING CONFORMANCE ANALYSIS BE PERFORMED TO DETERMINE AND EVALUATE IF THERE ARE ANY RESTRICTIONS AND/OR ZONING ISSUES, CONCERNS OR RESTRICTIONS THAT MAY OR COULD IMPACT THE FEASIBILITY OF THIS PROJECT, AS THE OWNER HAS DESCRIBED IT.

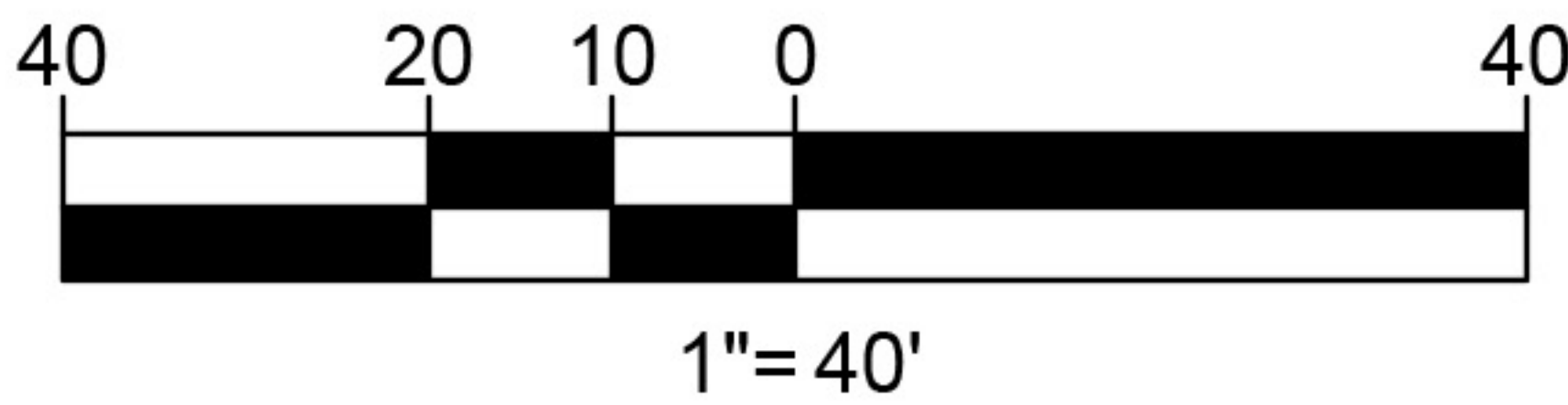
**BOHLER //**  
211 PERIMETER CENTER PKWY NE,  
SUITE 425  
ATLANTA, GEORGIA 30346  
Phone: (678) 695-6800  
[GA@BohlerEng.com](mailto:GA@BohlerEng.com)

**PROPOSED MAVIS TIRES & BRAKES**



NORTHPORT, AL 35475 | PLAN REV B-0

05/26/23 | DW | GAA220239.00 | Rev B-0





**UPON RECORDING RETURN TO:**  
Stewart Title Guaranty Company  
5901 Peachtree Dunwoody Road, Suite B-540  
Atlanta, Georgia 30328  
Attn: Will Lovell, Esq.

**THIS INSTRUMENT PREPARED BY:**  
John T. Dukes, Esq.  
Helmsing, Leach, Herlong, Newman & Rouse, P.C.  
150 Government Street, Suite 2000  
Mobile, Alabama 36602

DEED Bk 2022 Pg 9815  
(PG 9815 of 9819)  
E-RECORDED: 4/21/2022 2:14:58 PM  
Ward D. Robertson, III, PROBATE JUDGE  
Tuscaloosa COUNTY, Alabama  
Term/Cashier: PRO-RECORDING7/JMCATEER  
Tran: 24103 Deed Tax \$585.00  
Probate Judge Fee \$2.00  
Source of Title \$1.00  
Recording Fee - By Page Count \$15.00  
Total: \$603.00

Tax Parcel #: 63-20-05-15-0-007-060.353 Source of Title: Deed Book 2020, Page 977

### **LIMITED WARRANTY DEED**

**THIS LIMITED WARRANTY DEED**, made this 7<sup>th</sup> day of April, 2022 (the "Effective Date"), from **DEI PROPERTIES, LLC**, an Alabama limited liability company (herein called "Grantor"), to **PSM ALABAMA HOLDINGS, LLC**, an Alabama limited liability company (herein called "Grantee").

**WITNESSETH:** That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land lying and being in Tuscaloosa County, Alabama, described on Exhibit A, attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE**.

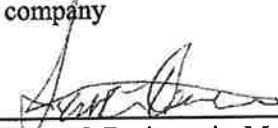
This Deed and the warranty of title contained herein are made expressly subject to the items set forth on Exhibit B attached hereto and made a part hereof (collectively, the "Permitted Title Exceptions").

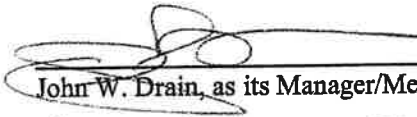
Grantor will warrant and forever defend the right and title to the above-described property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise, subject to the Permitted Title Exceptions.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

**IN WITNESS WHEREOF**, the Grantor has caused this Limited Warranty Deed to be duly and properly executed on the date(s) set forth below, effective as of the Effective Date.

**DEI PROPERTIES, LLC**, an Alabama limited liability company

By:   
James V. Drain, as its Manager/Member

By:   
John W. Drain, as its Manager/Member

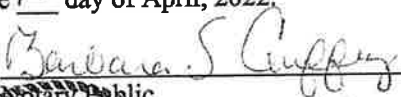
By:   
Denise Drain-Mashburn, as its Manager/Member

STATE OF ALABAMA

COUNTY OF JACKSON

I, the undersigned Notary Public, in and for said County in the said State, do hereby certify that James V. Drain, whose name as Manager/Member of DEI Properties, LLC, an Alabama limited liability, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the said conveyance he, in such capacity and with full authority, executed the same voluntarily for and as the act of the said limited liability company.

Given under my hand and seal this the 7<sup>th</sup> day of April, 2022.

  
Notary Public  
My Commission Expires: May 25, 2023  




STATE OF ALABAMA

COUNTY OF JACKSON

I, the undersigned Notary Public, in and for said County in the said State, do hereby certify that John W. Drain, whose name as Manager/Member of DEI Properties, LLC, an Alabama limited liability, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the said conveyance he, in such capacity and with full authority, executed the same voluntarily for and as the act of the said limited liability company.

Given under my hand and seal this the 7<sup>th</sup> day of April, 2022.



STATE OF ALABAMA

COUNTY OF JACKSON

I, the undersigned Notary Public, in and for said County in the said State, do hereby certify that Denise Drain-Mashburn, whose name as Manager/Member of DEI Properties, LLC, an Alabama limited liability, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the said conveyance she, in such capacity and with full authority, executed the same voluntarily for and as the act of the said limited liability company.

Given under my hand and seal this the 7<sup>th</sup> day of April, 2022.

Barbara S. Guffey  
Notary Public  
My Commission Expires: May 25, 2023  
(Notary Seal)



Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address: 825 S. Broad Street, Scottsboro, Alabama 35768  
Grantee's Address: 3300 Publix Corporate Parkway, Lakeland, Florida 33811-3311  
Property Address: Mitt Lary Road  
Tax Parcel ID No: 63-20-05-15-0-007-060.353  
PPin: 143257  
Purchase Price: \$585,000.00

DEED Bk 2022 Pg 9818  
(PG 9818 of 9819)  
E-RECORDED: 4/21/2022 2:14:58 PM  
Ward D. Robertson, III, PROBATE JUDGE  
Tuscaloosa COUNTY, Alabama

**Exhibit A**  
**to**  
**Limited Warranty Deed**

**Legal Description**

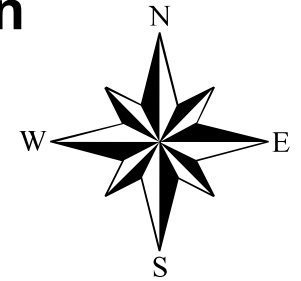
Lot 2, as per Final Plat of Bristol Park Retail Subdivision, accordingly to a plat thereof recorded in Plat Book 2019, Page 223, of the records in the Office of the Judge of Probate of Tuscaloosa County, Alabama.

# City of Northport Planning & Zoning Commission

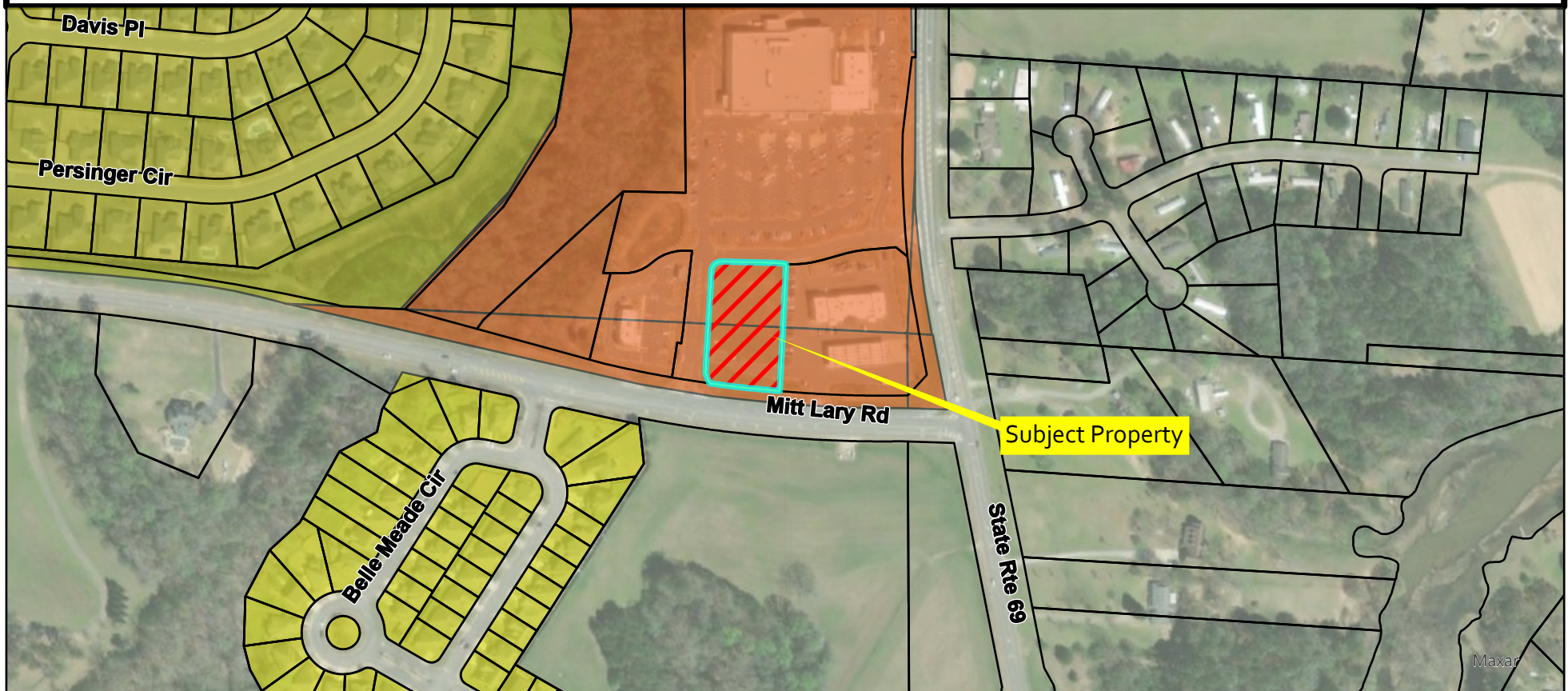
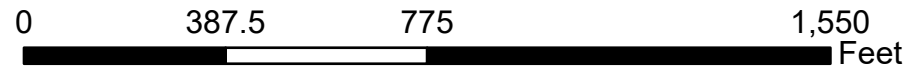
## Zoning

-  General Commercial
-  Residential Single-Family - SD
-  Residential Single-Family - 4
-  Parcels
-  Subject Property

## Conditional Use



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.







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

**AGENDA ITEM NO. 11.c.3.**

**MEETING DATE: August 7, 2023**

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

Unfinished Business: X

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

**Prepared By: Morgan Williams**

**Approved By: Julie Ramm**

**Summary:**

The Chief Building Official has found that the structure located at 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:**

I move to approve the ordinance ordering demolition of an unsafe structure located at 1314 10th Street.

## 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 10<sup>th</sup> 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 10<sup>th</sup> 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 10<sup>th</sup> 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

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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 10<sup>th</sup> 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 **7<sup>th</sup>** 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 10<sup>th</sup> 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.

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BUILDING OFFICIAL

EXHIBIT "A"  
CONDEMNATION REPORT

JOB LOCATION: **1314 10<sup>th</sup> Street**  
OWNER: **Ericka Smith**

PROPERTY MAINTANANCE CODE

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





















































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

**AGENDA ITEM NO. 11.c.4.**

**MEETING DATE: August 7, 2023**

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

Unfinished Business: X

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

**Prepared By: Morgan Williams**

**Approved By: Julie Ramm**

**Summary:**

The Chief Building Official has found that the structure located at 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:**

I move to approve the ordinance ordering demolition of an unsafe structure located at 4104 Highway 43 N.



## 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:



*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

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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 **7<sup>th</sup>** 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

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

















































