NORTHPORT CITY COUNCIL MEETING
MONDAY, SEPTEMBER 18, 2023
5:30 PM

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **PRESENTATIONS**
    a. Down Syndrome Awareness Month- Mayor Hinton
    b. Archilbald and Woodrow's BBQ- Mayor Hinton
    c. Recognizing September as Suicide Awareness Month- Mayor Hinton
6. **APPROVAL OF THE AGENDA**
7. **VISITORS TO ADDRESS THE COUNCIL**
8. **UNFINISHED BUSINESS**
    a. **Ordinances and Resolutions of a Permanent Nature**
        1. Ordinance Adopting the FY2024 General Fund Operational Budget - Darren McGee
        2. Ordinance Adopting the FY2024 Water & Sewer Fund Operational Budget - Darren McGee
9. **NEW BUSINESS**
    a. **Ordinances and Resolutions of a Permanent Nature**
    b. **Resolutions of a Temporary Nature**
        1. Resolution Authorizing the City Administrator to Enter into an Agreement between the City of Northport Fire Rescue and William E. Crawford, M.D. for a period of one-year - Chief Bart Marshall
        2. Resolution Authorizing the City Administrator to Select and Negotiate Scope and Fee with Sain Associates, Inc. for the Safe Streets for All Safety Action Plan - Tera Tubbs
        3. Resolution Authorizing the City Administrator to Execute an Amendment with Thompson Engineering for Plan Revisions on MLK, Jr. Blvd. Improvements at Snows Mill Road - Tera Tubbs
        4. Resolution Authorizing the City Administrator to Execute a Proposal from TTL, Inc. for Professional Design Services on 5th Street Resurfacing and Pedestrian Improvements at the Bridge District - Tera Tubbs
        5. Resolution Awarding Bid File 23-14 - Rear-Loading Garbage Truck - Brooke Starnes
        6. Resolution Establishing the Fees for Vacating the Public Right-Of-Way for Hightown Properties - Tera Tubbs
        7. Resolution Authorizing the City Administrator to Execute a Proposal from Thompson Engineering for CE&I Services for Bridge Replacement on MLK, Jr. Blvd. over Two Mile Creek - Tera Tubbs
        8. Resolution Approving Agency Funding Contracts - Darren McGee
        9. Resolution Approving Agency Funding Contract for the Metro Animal Shelter - Darren McGee
        10. Resolution Approving Agency Funding Contract for Arts n Autism - Darren McGee
        11. Resolution Approving Agency Funding Contract for the Boys & Girls Clubs of West Alabama - Darren McGee
        12. Resolution Approving the 2023 Resurfacing Project - Tera Tubbs
    c. **Consent Agenda**

1. Minutes, Regular Meeting, September 7, 2023

2. Bill Listing
    3. PO Requisition, ThreatAdvice, Software renewal, $23,820.00 - Scott Murphy
    4. PO Requisition, GIS Planning, Inc. Invoice, $5,300.00 - Tera Tubbs
    5. PO Requisition - Price Difference on Approved #23-1634 - $7,642.00 - Tera Tubbs
    6. PO Requisition, Litigation Recovery, Krebs Law, LLC $83,333.33 - Ron Davis
    7. PO Requisition, Annual Membership Dues, Alabama League of Municipalities, $10,495.03 - Glenda Webb
    8. PO Requisition, Filing Cabinets for Court, One Source, $6,311.96 - Glenda Webb

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

- **a. Engineering**
- **b. Legal Department**
- **c. Planning Inspections Department**
- **d. Police Department**

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. ADJOURNMENT

WHEREAS, *approximately one in every 700 children are born with Down syndrome, representing an estimated 6,000 births per year in the United States with approximately 85 of those annual births occurring here in Alabama, and*

WHEREAS, *possessing a wide range of abilities, people with Down Syndrome are active participants in educational, occupational, social, and recreational circles of our communities; and*

WHEREAS, *yet despite significant increases in lifespan and intellectual opportunities over the past decade, there is still much work to be done regarding the rights to equality, inclusion, education, medical care, research, employment, and support for people with Down syndrome; and*

WHEREAS, *Northport encourages all citizens to work together to celebrate the lives of individuals with Down syndrome, and remember to appreciate and regard every individual with dignity as a valued member of the community; and*

WHEREAS, *through public awareness, the City of Northport supports the initiatives of organizations working to ensure people with Down syndrome have adequate services, are valued by society, and can lead fulfilling and productive lives in our community.*

THEREFORE, I, John Hinton, as Mayor of the City of Northport, do hereby proclaim the month of October 2023 as Down Syndrome Awareness Month in support of individuals with Down Syndrome. I encourage all Northport citizens to work together to promote respect and inclusion of individuals with Down Syndrome and to celebrate their accomplishments and contributions.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Northport to be affixed this 18th day of September, 2023.

Dr. John Hinton, Mayor

Whereas, *Archibald's Drive-in Restaurant was founded by George and Betty Archibald on Martin Luther King, Jr. Boulevard in Northport, Alabama and has been serving up Southern-style barbecue since it first opened its doors in 1961; and*

Whereas*, the restaurant has gained a loyal following over the years due to its unique flavor and traditional cooking techniques; and*

Whereas*, Archibald's specializes in slow-cooked meals such as ribs, pork shoulder, and chicken, all seasoned with their secret dry rub and smoked to perfection; and*

Whereas*, the ambience at Archibald's is cozy and inviting, whether you are sitting inside or under the shaded trees outside; and*

Whereas*, Archibald's has been featured nationally on ESPN's Taste of the Town and in articles in the Atlanta Journal Constitution and USA Today and has been included in Southern Living's list of "The South's Most Legendary Barbeque Joints; and*

Whereas*, Whether you are a local Alabamian or a traveler passing through to catch a Alabama football game, Archibald's BBQ is definitely worth a visit for a taste of their world famous barbecue; and*

Now therefore, I, John Hinton, by the authority vested in me as Mayor of the City of Northport, Alabama, do hereby recognize Archibald's and Woodrow's BBQ as one of the south's most

Legendary BBQ Joints and the Best Tailgate Food in Northport

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Northport to be affixed this ***18th*** *day of* ***September, 2023****.*

____

Dr. John Hinton, Mayor

ORDINANCE NO. ______

ORDINANCE ADOPTING THE FY2024 GENERAL FUND OPERATIONAL BUDGET

WHEREAS, Ordinance No. 687 requires the City council of the City of Northport to adopt a budget each fiscal year; and

WHEREAS, said Ordinance requires that said budget encompass all funds for which operational expenditures are made; and

WHEREAS, said Ordinance requires that the adopted budget set forth all anticipated expenditures; and

WHEREAS, said Ordinance requires that the budget be balanced.

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

1. The budget attached hereto as Exhibit "A" and incorporated herein by reference shall be and hereby is declared the General Fund Operational Budget for the City of Northport for the 2024 Fiscal year beginning October 1, 2023 and ending September 30, 2024.

ORDAINED this the 7th day of September 2023

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: ________________________________
Jeff Hogg, Its President

ATTEST:

____

Glenda D. Webb, City Administrator

APPROVED this the 7th[th] day of September 2023.

____
John Hinton, Mayor

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

____
Glenda D. Webb, City Administrator

1st Reading: September 7, 2023
Motion By:
2nd Reading:
Motion By:
Second By:
Publication:

EXHIBIT "A"

2024 General Fund Operating Budget

Account Number	Account Name	2024 Proposed Budget
01-40000	Business License	6,400,000.00
01-40001	City Sales Taxes	22,250,000.00
01-40002	County Sales Taxes	5,400,000.00
01-40003	Building Permits	310,000.00
01-40004	Property Taxes	4,150,000.00
01-40005	Motor Vehicle Licenses	92,250.00
01-40006	Liquor Taxes	250,000.00
01-40007	Tobacco Taxes	256,250.00
01-40008	Lodging Taxes	325,250.00
01-40009	Rental & Lease Tax	194,750.00
01-40010	Bank Excise Taxes	153,750.00
01-40011	Beer & Wine Taxes	71,750.00
01-40012	A.B.C. 2% Sales Taxes & Profits	50,000.00
01-40016	Garbage Collection Fees	1,900,000.00
01-40017	Court Costs & Fines	850,000.00
01-40019	Land Disturbing Permit	1,500.00
01-40020	Accident Reports	15,375.00
01-40021	Zoning Request & Petitions	17,500.00
01-40022	Production Privilege	5,125.00
01-40030	Audit Proceeds	128,125.00
01-40031	Business Privilege Taxes	31,775.00
01-40035	Franchise Fees	20,000.00
01-40060	Lien Payment Revenues	5,125.00
01-40070	R.O.W Permit Fees	200.00
01-40200	Lease Income - Moore Petroleum	25,000.00
01-40201	Lease Income - Lamar Advertising	1,800.00
01-40202	Commissions - Moore Petroleum	4,000.00
01-40206	Northport Housing Authority (Pmt in Lieu of Taxes)	15,375.00
01-40207	Sale of Disposed/Surplus Property	10,250.00
01-40212	State of Alabama R.O.W. Maintence Contract	46,125.00
01-40215	Fire Dept. Misc. Revenues	120,000.00
01-40217	Interest Earned	75,000.00
01-40224	Fire Dept. Rescue Runs	25,000.00
01-40240	Salary Reimbursements	10,000.00
01-40241	Reimbursements - Planning - Postage	5,000.00
01-40242	Reimbursements - Planning - Advertising	3,000.00
01-40310	Reimbursements - W&S - Overhead Cost	525,000.00
01-40275	Miscellaneous Revenue	50,000.00
01-40301	Police Department - State	60,000.00
01-40302	Police Department - Federal	15,000.00
01-40309	Engineering	2,600.00
01-40310	Other Grants and Programs	350,000.00
01-40405	Williamson Cemetery - Perpetual Care Revenue	2,500.00
01-40406	Williamson Cemetery - Memorial Care Revenue	2,500.00
01-40512	Indigent Treatment Revenue	6,000.00
01-40513	Restitution Recovery Revenues	6,500.00
01-40515	Traffic Safety Program Revenues	10,000.00
01-40516	Sidewalk Bank Payments	10,000.00
01-40602	City Sponsored Events	30,000.00
	Total Revenues	44,289,375.00

Account Number	Account Name	2024 Proposed Budget
Dept 13: Mayor and Council		
01-13-100-50200	Travel & Training - Mayor & Council	18,000.00
01-13-100-50245	Development Funds - Mayor	8,000.00
01-13-101-50245	Development Funds - District 1	8,000.00
01-13-102-50245	Development Funds - District 2	8,000.00
01-13-103-50245	Development Funds - District 3	8,000.00
01-13-104-50245	Development Funds - District 4	8,000.00
01-13-105-50245	Development Funds - District 5	8,000.00
01-13-110-50000	Salaries & Wages	60,000.00
01-13-110-50020	FICA	4,700.00
01-13-110-50101	Subscriptions	250.00
01-13-110-50102	Postage	100.00
01-13-110-50104	Printing & Duplication	500.00
01-13-110-50105	Office Supplies	250.00
01-13-110-50175	Sundry Expense	500.00
01-13-110-50203	Presentations & Awards	500.00
01-13-110-50304	Committee & Work Session Expenses	500.00
01-13-110-50312	Cell Phones	5,000.00
	Subtotal	138,300.00
Dept 15: Administrative Department		
01-15-000-50000	Salaries & Wages	451,333.66
01-15-000-50010	Hiring & Recruitment Expenses	500.00
01-15-000-50020	FICA	34,527.02
01-15-000-50022	Retirement Expense	57,410.54
01-15-000-50024	Health Insurance	50,180.40
01-15-000-50025	Life Insurance	120.00
01-15-000-50026	Unemployment Taxes	200.00
01-15-000-50100	Dues	17,500.00
01-15-000-50101	Subscriptions	1,100.00
01-15-000-50102	Postage	1,000.00
01-15-000-50104	Printing & Duplication	1,500.00
01-15-000-50105	Office Supplies	5,000.00
01-15-000-50106	Office Equipment	500.00
01-15-000-50107	Office Furniture	500.00
01-15-000-50108	Equipment - Computers & Hardware	1,500.00
01-15-000-50111	Software - License & Maintenance	41,120.00
01-15-000-50112	Advertising	2,500.00
01-15-000-50123	Bank Charges and ACH Fees	23,000.00
01-15-000-50175	Sundry Expense	15,000.00
01-15-000-50210	Professional Services	70,000.00
01-15-000-50226	Property Leases	53,000.00
01-15-000-50250	Community Events	50,000.00
01-15-000-50289	Non-Uniform Shirts and T-Shirts	750.00
01-15-000-50312	Cell Phones	3,000.00
01-15-000-50324	Legal Fees - Other	1,500.00
01-15-000-50347	City Council Meeting Television Production	1,500.00
01-15-000-50350	Insurance - General Fund	400,000.00
01-15-000-50353	Claims	1,000.00
01-15-000-50359	Fuel & Oil	10,500.00
01-15-000-50366	Maintenance & Repair - Passenger Vehicles	4,500.00
01-15-000-50371	Maintenance - Facilities	8,000.00
01-15-000-50383	Repair - Facilities	20,000.00
01-15-000-50400	Training	3,500.00

Account Number	Account Name	2024 Proposed Budget
01-15-000-50420	Travel	2,000.00
01-15-000-50421	Lodging	2,500.00
01-15-000-50422	Meals	2,000.00
01-15-000-50456	Service Contracts	3,500.00
01-15-000-50501	Utilities - Power	80,000.00
01-15-000-50561	Pest Control	1,000.00
01-15-000-50590	Utilities - Other	5,000.00
01-15-000-60020	Shirley Place Improvements	1,000.00
01-15-600-70008	Series 2016 Warrants	950,204.17
01-15-600-70009	Series 2019 Warrants	38,323.50
01-15-600-70010	Series 2021 B Warrants	581,853.48
	Subtotal	2,999,122.77

Dept 16: Legal Department

Account Number	Account Name	2024 Proposed Budget
01-16-000-50000	Salaries & Wages	347,612.20
01-16-000-50020	FICA	26,592.33
01-16-000-50022	Retirement Expense	45,387.46
01-16-000-50024	Health Insurance	30,108.24
01-16-000-50025	Life Insurance	100.00
01-16-000-50100	Dues	1,500.00
01-16-000-50101	Subscriptions	2,000.00
01-16-000-50102	Postage	1,000.00
01-16-000-50104	Printing & Duplication	500.00
01-16-000-50105	Office Supplies	1,500.00
01-16-000-50106	Office Equipment	1,000.00
01-16-000-50107	Office Furniture	1,500.00
01-16-000-50108	Equipment - Computers & Hardware	2,000.00
01-16-000-50111	Software - License & Maintenance	7,000.00
01-16-000-50112	Advertising	5,000.00
01-16-000-50130	Texts & Publications	500.00
01-16-000-50175	Sundry Expense	1,000.00
01-16-000-50216	Codification of Ordinances	5,500.00
01-16-000-50247	Outsourced Legal Services	110,000.00
01-16-000-50264	Lawsuit Expenses-Filing Fees	3,750.00
01-16-000-50289	Non-Uniform Shirts and T-Shirts	1,500.00
01-16-000-50312	Cell Phones	1,800.00
01-16-000-50400	Training	6,000.00
01-16-000-50420	Travel	2,500.00
01-16-000-50421	Lodging	4,000.00
01-16-000-50422	Meals	1,500.00
	Subtotal	610,850.23

Dept 17: Municipal Court Department

Account Number	Account Name	2024 Proposed Budget
01-17-000-50000	Salaries & Wages	262,905.48
01-17-000-50010	Hiring & Recruitment Expenses	1,500.00
01-17-000-50020	FICA	20,112.27
01-17-000-50022	Retirement Expense	31,438.25
01-17-000-50024	Health Insurance	40,144.32
01-17-000-50025	Life Insurance	100.00
01-17-000-50026	Unemployment Taxes	250.00
01-17-000-50100	Dues	1,200.00
01-17-000-50101	Subscriptions	750.00
01-17-000-50102	Postage	3,500.00
01-17-000-50104	Printing & Duplication	1,850.00
01-17-000-50105	Office Supplies	6,200.00

Account Number	Account Name	2024 Proposed Budget
01-17-000-50106	Office Equipment	800.00
01-17-000-50107	Office Furniture	5,000.00
01-17-000-50127	Software - License & Maintenance	65,000.00
01-17-000-50175	Sundry Expense	500.00
01-17-000-50218	A.C.J.I.C. Computer - L.E.T.S. Services	1,250.00
01-17-000-50223	Translator Expenses	2,640.00
01-17-000-50293	Uniforms and Equipment - Bailiff	700.00
01-17-000-50312	Cell Phones	1,000.00
01-17-000-50326	Litter Program	700.00
01-17-000-50359	Fuel & Oil	3,000.00
01-17-000-50366	Maintenance & Repair - Passenger Vehicles	1,500.00
01-17-000-50373	Judicial Services - Court Jud. Admin Monies	110,000.00
01-17-000-50400	Training	2,000.00
01-17-000-50420	Travel	500.00
01-17-000-50421	Lodging	1,250.00
01-17-000-50422	Meals	500.00
01-17-000-50499	State & County Court Costs	650,000.00
	Subtotal	1,216,290.32

Dept 22: IT Department

01-22-000-50000	Salaries & Wages	419,750.10
01-22-000-50010	Hiring & Recruitment Expenses	1,000.00
01-22-000-50020	FICA	32,110.88
01-22-000-50022	Retirement Expense	52,679.65
01-22-000-50024	Health Insurance	40,144.32
01-22-000-50025	Life Insurance	120.00
01-22-000-50026	Unemployment Taxes	250.00
01-22-000-50100	Dues	500.00
01-22-000-50101	Subscriptions	250.00
01-22-000-50102	Postage	100.00
01-22-000-50104	Printing & Duplication	100.00
01-22-000-50105	Office Supplies	1,000.00
01-22-000-50106	Office Equipment	37,000.00
01-22-000-50107	Office Furniture	1,000.00
01-22-000-50108	Equipment - Computers & Hardware	81,500.00
01-22-000-50109	Equipment - Routers & Servers	30,000.00
01-22-000-50110	Equipment - Telephone System	2,000.00
01-22-000-50111	Software - License & Maintenance	340,000.00
01-22-000-50175	Sundry Expense	500.00
01-22-000-50210	Professional Services	15,000.00
01-22-000-50289	Non-Uniform Shirts and T-Shirts	1,000.00
01-22-000-50312	Cell Phones	7,000.00
01-22-000-50344	Website - Design & Maintenance	15,000.00
01-22-000-50348	Utilities - Internet	195,000.00
01-22-000-50366	Maintenance & Repairs	2,500.00
01-22-000-50376	Service Contracts	36,500.00
01-22-000-50400	Training	4,500.00
01-22-000-50420	Travel	2,000.00
01-22-000-50421	Lodging	750.00
01-22-000-50422	Meals	400.00
	Subtotal	1,319,654.95

Dept 25: Finance Department

01-25-000-50000	Salaries & Wages	428,991.80
01-25-000-50010	Hiring & Recruitment Expenses	1,000.00

Account Number	Account Name	2024 Proposed Budget
01-25-000-50020	FICA	32,817.87
01-25-000-50022	Retirement Expense	55,636.63
01-25-000-50024	Health Insurance	60,216.48
01-25-000-50025	Life Insurance	175.00
01-25-000-50026	Unemployment Taxes	250.00
01-25-000-50100	Dues	1,000.00
01-25-000-50101	Subscriptions	500.00
01-25-000-50102	Postage	12,000.00
01-25-000-50104	Printing & Duplication	2,000.00
01-25-000-50105	Office Supplies	5,000.00
01-25-000-50106	Office Equipment	1,000.00
01-25-000-50107	Office Furniture	1,500.00
01-25-000-50108	Equipment - Computers & Hardware	750.00
01-25-000-50111	Software - License & Maintenance	113,000.00
01-25-000-50112	Advertising	500.00
01-25-000-50175	Sundry Expense	5,000.00
01-25-000-50201	Audit Expense - Internal	110,000.00
01-25-000-50210	Professional Services	5,000.00
01-25-000-50289	Non-Uniform Shirts and T-Shirts	1,500.00
01-25-000-50312	Cell Phones	3,500.00
01-25-000-50400	Training	1,500.00
01-25-000-50420	Travel	1,000.00
01-25-000-50421	Lodging	1,000.00
01-25-000-50422	Meals	750.00
01-25-000-50433	Taxpayer Business Audit Expenses	15,000.00
	Subtotal	860,587.78

Dept 26: Human Resources Department

01-26-000-50000	Salaries & Wages	404,368.14
01-26-000-50020	FICA	30,934.16
01-26-000-50022	Retirement Expense	54,950.55
01-26-000-50024	Health Insurance	40,144.32
01-26-000-50025	Life Insurance	110.00
01-26-000-50026	Unemployment Taxes	250.00
01-26-000-50031	Penalties & Interest	100.00
01-26-000-50050	Salaries & Wages	18,000.00
01-26-000-50052	FICA	1,400.00
01-26-000-50100	Dues	825.00
01-26-000-50101	Subscriptions	300.00
01-26-000-50102	Postage	1,000.00
01-26-000-50104	Printing & Duplication	1,200.00
01-26-000-50105	Office Supplies	2,500.00
01-26-000-50106	Office Equipment	2,800.00
01-26-000-50107	Office Furniture	750.00
01-26-000-50108	Equipment - Computers & Hardware	1,000.00
01-26-000-50113	Computer Software	10,540.00
01-26-000-50175	Sundry Expense	1,500.00
01-26-000-50210	Professional Services	15,000.00
01-26-000-50239	Presentations & Awards	1,500.00
01-26-000-50267	Personnel Legal Expenses	19,200.00
01-26-000-50268	Legal Fees - CSB	2,000.00
01-26-000-50289	Non-Uniform Shirts and T-Shirts	750.00
01-26-000-50296	Retiree Health Insurance Expenses	400,000.00
01-26-000-50312	Cell Phones	2,100.00
01-26-000-50320	Worker's Comp Insurance - General Fund	370,000.00

Account Number	Account Name	2024 Proposed Budget
01-26-000-50325	PCORI Fees	1,700.00
01-26-000-50329	DCH Employee Assistance Program	8,600.00
01-26-000-50340	Drug Testing - Random	6,000.00
01-26-000-50343	Health Fair Expenses	800.00
01-26-000-50346	Training - All Depts.	3,000.00
01-26-000-50359	Fuel & Oil	900.00
01-26-000-50400	Training	3,000.00
01-26-000-50421	Lodging	3,000.00
01-26-000-50422	Meals	1,200.00
	Subtotal	1,411,422.17

Dept 28: Planning Department

01-28-000-50000	Salaries & Wages	508,601.38
01-28-000-50010	Hiring & Recruitment Expenses	1,000.00
01-28-000-50020	FICA	38,908.01
01-28-000-50022	Retirement Expense	61,949.91
01-28-000-50024	Health Insurance	60,216.48
01-28-000-50025	Life Insurance	150.00
01-28-000-50026	Unemployment Taxes	300.00
01-28-000-50100	Dues	3,000.00
01-28-000-50101	Subscriptions	500.00
01-28-000-50102	Postage - Admin	12,000.00
01-28-000-50104	Printing & Duplication - Admin	2,000.00
01-28-000-50105	Office Supplies	4,500.00
01-28-000-50106	Office Equipment	2,000.00
01-28-000-50107	Office Furniture	1,000.00
01-28-000-50108	Equipment - Computers & Hardware	1,000.00
01-28-000-50111	Software - License & Maintenance	10,500.00
01-28-000-50112	Advertising - Admin	10,800.00
01-28-000-50175	Sundry Expense	1,000.00
01-28-000-50283	Uniforms	2,000.00
01-28-000-50312	Cell Phones	6,500.00
01-28-000-50331	Tusc. Co. Public Records Fees	100.00
01-28-000-50366	Maintenance & Repair - Passenger Vehicles	200.00
01-28-000-50400	Training	6,700.00
01-28-000-50420	Travel	5,000.00
01-28-000-50421	Lodging	4,500.00
01-28-000-50422	Meals	1,500.00
01-28-000-50436	Code Enforcement - Weed Abatements	10,000.00
01-28-000-50447	Historic Commission Expenses	300.00
01-28-115-50112	Advertising - Code Enforcement	300.00
01-28-116-50112	Advertising - Planning Commission	8,000.00
01-28-116-50175	Sundry Expense - Planning Commission	1,000.00
01-28-117-50112	Advertising - ZBA	1,000.00
01-28-117-50175	Sundry Expense - ZBA	500.00
	Subtotal	767,025.78

Dept 32: Engineering Department

01-32-000-50000	Salaries & Wages	729,489.44
01-32-000-50010	Hiring & Recruitment Expenses	1,500.00
01-32-000-50020	FICA	55,805.94
01-32-000-50022	Retirement Expense	83,116.94
01-32-000-50024	Health Insurance	70,252.56
01-32-000-50025	Life Insurance	150.00
01-32-000-50026	Unemployment Taxes	350.00

Account Number	Account Name	2024 Proposed Budget
01-32-000-50100	Dues	850.00
01-32-000-50102	Postage	250.00
01-32-000-50104	Printing & Duplication	500.00
01-32-000-50105	Office Supplies	1,500.00
01-32-000-50106	Office Equipment	1,000.00
01-32-000-50107	Office Furniture	750.00
01-32-000-50111	Software - License & Maintenance	7,800.00
01-32-000-50112	Advertising	2,500.00
01-32-000-50175	Sundry Expense	1,000.00
01-32-000-50212	Professional Services & Contracts	30,000.00
01-32-000-50219	Bridge Inspections	17,000.00
01-32-000-50283	Uniforms	750.00
01-32-000-50290	ADEM - Phase II	5,000.00
01-32-000-50312	Cell Phones	7,200.00
01-32-000-50400	Training	5,375.00
01-32-000-50420	Travel	4,375.00
01-32-000-50421	Lodging	4,375.00
01-32-000-50422	Meals	1,875.00
01-32-000-50439	Street Light Installation	15,000.00
01-32-000-50503	Utilities - Power - Traffic Signals	10,000.00
01-32-000-50504	Power - Street Lights	385,000.00
	Subtotal	1,442,764.88

Dept 33: Police Department

01-33-000-50000	Salaries & Wages	5,800,888.92
01-33-000-50001	Incentive Pay	80,000.00
01-33-000-50010	Hiring & Recruitment Expenses	15,000.00
01-33-000-50020	FICA	443,768.00
01-33-000-50022	Retirement Expense	706,545.00
01-33-000-50024	Health Insurance	822,958.56
01-33-000-50025	Life Insurance	1,750.00
01-33-000-50026	Unemployment Taxes	4,000.00
01-33-000-50100	Dues	1,700.00
01-33-000-50101	Subscriptions	1,500.00
01-33-000-50102	Postage	2,000.00
01-33-000-50104	Printing & Duplication	1,000.00
01-33-000-50105	Office Supplies	8,500.00
01-33-000-50106	Office Equipment	1,000.00
01-33-000-50107	Office Furniture	4,000.00
01-33-000-50108	Equipment - Computers & Hardware	7,000.00
01-33-000-50111	Software - License & Maintenance	145,529.00
01-33-000-50112	Advertising	600.00
01-33-000-50175	Sundry Expense	3,000.00
01-33-000-50203	Presentations & Awards	500.00
01-33-000-50218	A.C.J.I.C. Computer - L.E.T.S. Services	20,218.00
01-33-000-50229	Rewards and Incentives	500.00
01-33-000-50235	Detention Equipment and Supplies	500.00
01-33-000-50236	Forms and Reports - Other	250.00
01-33-000-50238	Personal Safety Supplies	1,000.00
01-33-000-50241	Detainee Medical Expenses	500.00
01-33-000-50246	Equipment - Animal Control	1,000.00
01-33-000-50269	Firearms	6,000.00
01-33-000-50270	Ammunition	20,000.00
01-33-000-50275	Body Armor	10,000.00
01-33-000-50281	Non-Uniform Clothing	2,000.00

Account Number	Account Name	2024 Proposed Budget
01-33-000-50283	Uniforms	30,000.00
01-33-000-50288	Uniform Accessories	5,000.00
01-33-000-50295	Evidence Collection Supplies	2,800.00
01-33-000-50302	Evidence Preservation Supplies	500.00
01-33-000-50312	Cell Phones	40,000.00
01-33-000-50332	Training Supplies	500.00
01-33-000-50335	Crime Night Out	5,000.00
01-33-000-50355	Communication System - Tower Site Lease	6,000.00
01-33-000-50359	Fuel & Oil	130,000.00
01-33-000-50361	Maintenance - Public Safety Compound	15,000.00
01-33-000-50363	Maintenance Contracts - Public Safety Compound	15,000.00
01-33-000-50367	Maintenance & Repair - Vehicles	100,000.00
01-33-000-50368	Maintenance & Repair - Equipment	7,500.00
01-33-000-50377	Supplies & Equipment - Vehicle Care	1,000.00
01-33-000-50378	Tactical Unit Gear	6,000.00
01-33-000-50379	Traffic Control Supplies	2,000.00
01-33-000-50382	Repair - Public Safety Compound	15,000.00
01-33-000-50398	Community Services	7,000.00
01-33-000-50399	Range Supplies	1,200.00
01-33-000-50402	Training - Departmental	20,000.00
01-33-000-50406	Communication System - Motorola Maint. Contract	80,000.00
01-33-000-50407	Communication System - U of A Tower Access	50,000.00
01-33-000-50408	Communication System - Generator Maint. for Towers	7,000.00
01-33-000-50420	Travel	500.00
01-33-000-50421	Lodging	12,000.00
01-33-000-50422	Meals	4,000.00
01-33-000-50425	Incident Scene Personnel Supplies	400.00
01-33-000-50441	Beaver Control Contract - Animal Control	2,500.00
01-33-000-50502	Utilities - Power	91,000.00
01-33-000-50512	Utilities - Telephone	20,000.00
01-33-000-50515	Decedent Transport	12,000.00
01-33-000-50516	NIBN-Metro Partnership	9,018.00
01-33-000-50522	Utilities - Natural Gas	900.00
01-33-000-50562	Pest Control	1,500.00
01-33-000-50563	Utilities - Power - Communications Tower Sites	22,000.00
01-33-000-50564	Utilities - LP Gas - Communcations Tower Sites	500.00
01-33-000-50565	Generator Maintenance - Communications Tower Sites	2,500.00
01-33-000-50566	Utilities - Internet - Communications Tower Sites	7,000.00
01-33-000-50590	Utilities - Other	4,000.00
	Subtotal	8,849,525.48

Dept 35: Fire Department

01-35-210-50000	Salaries & Wages	5,736,256.99
01-35-210-50001	Incentive Pay	200,000.00
01-35-210-50010	Hiring & Recruitment Expenses	2,000.00
01-35-210-50020	FICA	438,823.66
01-35-210-50022	Retirement Expense	741,312.53
01-35-210-50024	Health Insurance	772,596.12
01-35-210-50025	Life Insurance	1,800.00
01-35-210-50026	Unemployment Taxes	4,000.00
01-35-210-50030	Other Personnel Expenses	17,000.00
01-35-210-50100	Dues	1,000.00
01-35-210-50101	Subscriptions	250.00
01-35-210-50102	Postage	300.00
01-35-210-50104	Printing & Duplication	500.00

Account Number	Account Name	2024 Proposed Budget
01-35-210-50105	Office Supplies	3,000.00
01-35-210-50106	Office Equipment	1,000.00
01-35-210-50107	Office Furniture	1,500.00
01-35-210-50108	Equipment - Computers & Hardware	1,000.00
01-35-210-50111	Software - License & Maintenance	30,000.00
01-35-210-50112	Advertising	100.00
01-35-210-50175	Sundry Expense	3,000.00
01-35-210-50211	Professional Medical Services	55,000.00
01-35-210-50220	Code Books	500.00
01-35-210-50227	Equipment - Command Vehicles	1,500.00
01-35-210-50228	Fire Prevention Publications	100.00
01-35-210-50231	Fire Prevention & Education - Public Services	6,000.00
01-35-210-50238	Personal Safety Supplies	2,500.00
01-35-210-50251	Incident Scene Personnel Supplies	500.00
01-35-210-50262	Hose and Hose Equipment	4,000.00
01-35-210-50281	Non-Uniform Clothing	2,750.00
01-35-210-50283	Uniforms	15,000.00
01-35-210-50288	Uniform Accessories	2,000.00
01-35-210-50297	Turn Out Gear	35,000.00
01-35-210-50301	Disaster Response Gear	2,500.00
01-35-210-50308	Evidence Collection Supplies & Equipment	1,000.00
01-35-210-50312	Cell Phones	7,500.00
01-35-210-50319	Equipment Testing - Equipment	3,250.00
01-35-210-50322	Hazardous Waste Disposal	1,500.00
01-35-210-50359	Fuel & Oil	40,000.00
01-35-210-50364	Lawn Care Supplies	2,500.00
01-35-210-50377	Supplies & Equipment - Vehicle Care	2,000.00
01-35-210-50402	Training - Departmental	27,500.00
01-35-210-50410	Maintenance & Repair - Engines	55,000.00
01-35-210-50411	Maintenance & Repair - Rescue Units	20,000.00
01-35-210-50412	Maintenance & Repair - Technical Equipment	20,000.00
01-35-210-50413	Maintenance & Repair - Command Vehicles	2,500.00
01-35-210-50415	Maintenance & Repair - Rescue Boats	4,000.00
01-35-210-50420	Travel	2,500.00
01-35-210-50421	Lodging	2,500.00
01-35-210-50422	Meals	2,500.00
01-35-210-50424	Hazardous Materials Gear	7,500.00
01-35-210-50426	SCBA	20,000.00
01-35-210-50443	Evidence Preservation Supplies	250.00
01-35-210-50500	Utilities - Power	50,000.00
01-35-210-50510	Utilities - Telephone	10,000.00
01-35-210-50520	Utilities - Natural Gas	20,000.00
01-35-210-50560	Pest Control	3,250.00
01-35-211-50257	Hand Tools & Equipment - Station 1	650.00
01-35-211-50279	Living Quarters Supplies - Station 1	12,500.00
01-35-211-50360	Maintenance - Station 1	2,500.00
01-35-211-50380	Repairs - Station 1	17,500.00
01-35-211-50434	Janitorial Supplies - Station 1	3,000.00
01-35-212-50257	Hand Tools & Equipment - Station 2	650.00
01-35-212-50279	Living Quarters Supplies - Station 2	6,000.00
01-35-212-50360	Maintenance - Station 2	5,000.00
01-35-212-50380	Repairs - Station 2	4,000.00
01-35-212-50434	Janitorial Supplies - Station 2	4,000.00
01-35-213-50257	Hand Tools & Equipment - Station 3	650.00
01-35-213-50279	Living Quarters Supplies - Station 3	4,500.00

Account Number	Account Name	2024 Proposed Budget
01-35-213-50360	Maintenance - Station 3	3,000.00
01-35-213-50380	Repairs - Station 3	10,000.00
01-35-213-50434	Janitorial Supplies - Station 3	3,500.00
01-35-214-50257	Hand Tools & Equipment - Station 4	650.00
01-35-214-50279	Living Quarters Supplies - Station 4	5,000.00
01-35-214-50360	Maintenance - Station 4	2,500.00
01-35-214-50380	Repairs - Station 4	5,000.00
01-35-214-50434	Janitorial Supplies - Station 4	3,500.00
01-35-215-50227	Equipment - Engine 1	500.00
01-35-216-50227	Equipment - Engine 2	500.00
01-35-217-50227	Equipment - Engine 3	500.00
01-35-218-50227	Equipment - Engine 4	500.00
01-35-219-50227	Equipment - Engine 5	500.00
01-35-220-50227	Equipment - Engine 6	500.00
01-35-221-50227	Equipment - Rescue 1	1,500.00
01-35-221-50242	Medical Supplies - Engines	10,000.00
01-35-222-50227	Equipment - Rescue 2	1,500.00
01-35-223-50242	Medical Supplies - Rescue	10,000.00
01-35-223-50251	Incident Scene Personnel Supplies	500.00
01-35-223-50257	Hand Tools & Equipment - Fire Marshalls	1,000.00
01-35-223-50227	Equipment - Rescue 3	14,000.00
01-35-224-50227	Equipment - Rescue 4	1,500.00
01-35-227-50319	Equipment Testing - Vehicles	5,000.00
01-35-228-50319	Radio Equipment	5,000.00
	Subtotal	8,535,139.30

Dept 37: Public Works

01-37-310-50000	Salaries & Wages	3,980,999.84
01-37-310-50010	Hiring & Recruitment Expenses	10,000.00
01-37-310-50020	FICA	304,546.49
01-37-310-50022	Retirement Expense	499,364.78
01-37-310-50024	Health Insurance	843,030.72
01-37-310-50025	Life Insurance	1,500.00
01-37-310-50026	Unemployment Taxes	2,500.00
01-37-310-50101	Subscriptions	8,000.00
01-37-310-50102	Postage	350.00
01-37-310-50104	Printing & Duplication	3,500.00
01-37-310-50105	Office Supplies	4,500.00
01-37-310-50106	Office Equipment	2,000.00
01-37-310-50107	Office Furniture	3,000.00
01-37-310-50111	Software - License & Maintenance	3,000.00
01-37-310-50112	Advertising	2,200.00
01-37-310-50175	Sundry Expense	2,500.00
01-37-310-50234	Supplies-Administrative	500.00
01-37-310-50243	Personal Safety Equipment	250.00
01-37-310-50256	GPS Tracking	20,000.00
01-37-310-50258	Promotional Items	2,000.00
01-37-310-50261	Contract Shirts & Pants	25,000.00
01-37-310-50265	Boots and Hats	14,000.00
01-37-310-50277	Janitorial Supplies - PW	7,000.00
01-37-310-XXXXX	Janitorial Supplies - PD	6,500.00
01-37-310-XXXXX	Janitorial Supplies - W&S	4,000.00
01-37-310-XXXXX	Janitorial Supplies - CH	10,000.00
01-37-310-XXXXX	Janitorial Contracts	1,000.00
01-37-310-50289	Non-Uniform Shirts and T-Shirts	10,000.00

Account Number	Account Name	2024 Proposed Budget
01-37-310-50299	Unimproved Road Maintenance - Tusc. Co.	9,000.00
01-37-310-50305	Contract Services	15,000.00
01-37-310-50307	Tree Trimming Services	20,000.00
01-37-310-50312	Cell Phones	18,000.00
01-37-310-50334	Equipment Rental	8,000.00
01-37-310-50353	Claims	5,000.00
01-37-310-50359	Fuel & Oil	160,000.00
01-37-310-50375	Miscellaneous Drainage Projects	35,000.00
01-37-310-50377	Supplies & Equipment - Vehicle Care	300.00
01-37-310-50400	Training	15,000.00
01-37-310-50420	Travel	3,000.00
01-37-310-50421	Lodging	3,000.00
01-37-310-50422	Meals	2,500.00
01-37-310-50423	Levee Spraying and Maintenance	22,000.00
01-37-310-50442	Mosquito Spraying Chemicals	10,000.00
01-37-310-50451	Solid Waste Authority Contract	305,000.00
01-37-310-50458	Landfill - Advanced Disposal	150,000.00
01-37-310-50473	Inventory Supplies	15,000.00
01-37-310-50500	Utilities - Power	45,000.00
01-37-310-50503	Power - Traffic Signals	32,000.00
01-37-310-50510	Utilities - Telephone	5,000.00
01-37-310-50520	Utilities - Natural Gas	15,000.00
01-37-310-50560	Pest Control	1,250.00
01-37-311-50221	Hand Tools - Beautification	5,000.00
01-37-311-50227	Equipment - Beautification	14,000.00
01-37-311-50234	Supplies - Beautification	25,000.00
01-37-311-50238	Personal Safety Supplies - Beautification	1,000.00
01-37-311-50387	Supplies - Community Events	50,000.00
01-37-312-50221	Hand Tools - Construction	2,500.00
01-37-312-50227	Equipment - Construction	5,500.00
01-37-312-50234	Supplies - Construction	95,000.00
01-37-312-50238	Personal Safety Supplies - Construction	2,500.00
01-37-313-50221	Hand Tools - Garbage	200.00
01-37-313-50234	Supplies - Garbage	1,000.00
01-37-313-50238	Personal Safety Supplies - Garbage	3,000.00
01-37-313-50255	Garbage Carts	40,000.00
01-37-313-50380	Repairs - Garbage Carts	1,000.00
01-37-314-50221	Hand Tools - Maintenance	1,100.00
01-37-314-50227	Equipment - Maintenance	800.00
01-37-314-50234	Supplies - Maintenance	800.00
01-37-314-50238	Personal Safety Supplies - Maintenance	900.00
01-37-315-50221	Hand Tools - Rights of Way	2,250.00
01-37-315-50227	Equipment - Rights of Way	6,500.00
01-37-315-50234	Supplies - Rights of Way	15,000.00
01-37-315-50238	Personal Safety Supplies - Rights of Way	2,600.00
01-37-316-50221	Hand Tools - Shop	1,000.00
01-37-316-50227	Equipment - Shop	6,000.00
01-37-316-50234	Supplies - Shop	14,000.00
01-37-316-50238	Personal Safety Supplies - Shop	800.00
01-37-317-50221	Hand Tools - Trash	500.00
01-37-317-50238	Personal Safety Supplies - Trash	1,000.00
01-37-318-50360	Maintenance - Public Works Buildings	20,000.00
01-37-318-50380	Repairs - Public Works Buildings	25,000.00
01-37-320-50360	Maintenance - Garbage Trucks	25,000.00
01-37-320-50380	Repairs - Garbage Trucks	40,000.00

Account Number	Account Name	2024 Proposed Budget
01-37-321-50360	Maintenance - Heavy Equipment	7,000.00
01-37-321-50380	Repairs - Heavy Equipment	25,000.00
01-37-322-50360	Maintenance - Heavy Trucks	5,000.00
01-37-322-50380	Repairs - Heavy Trucks	12,000.00
01-37-323-50360	Maintenance - Trash Trucks	12,000.00
01-37-323-50380	Repairs - Trash Trucks	30,000.00
01-37-324-50360	Maintenance - Vehicles	14,000.00
01-37-324-50380	Repairs - Light Duty Vehicles	14,000.00
01-37-325-50360	Maintenance - Trailers & Service Equipment	5,000.00
01-37-325-50380	Repairs - Trailers & Service Equipment	5,000.00
01-37-326-50360	Maintenance - Mowers & Light Equipment	5,000.00
01-37-326-50380	Repairs - Mowers & Light Equipment	5,000.00
01-37-327-50360	Maintenance - Buckhead Drainage	6,800.00
01-37-328-50221	Hand Tools - Traffic	1,000.00
01-37-328-50227	Equipment - Traffic	1,000.00
01-37-328-50234	Supplies - Traffic	20,000.00
01-37-328-50238	Personal Safety Supplies - Traffic	750.00
01-37-328-50276	Street and Traffic Signs	20,000.00
01-37-328-50362	Maintenance - Street Lights	3,750.00
01-37-328-50365	Maintenance - Traffic Signals	15,000.00
01-37-328-50381	Repairs - Street Lights	13,000.00
01-37-328-50384	Repairs - Traffic Signals	20,000.00
01-37-329-50360	Maintenance - Train Depot	2,500.00
01-37-330-50360	Maintenance - Shirley Place	15,000.00
01-37-350-50360	Maintenance - Misc Properties	2,500.00
01-37-331-50227	Equipment - Recycling	500.00
01-37-331-50234	Supplies - Recycling	1,000.00
01-37-331-50238	Personal Safety Supplies - Recycling	1,500.00
01-37-331-50255	Recycling Bins	10,000.00
01-37-331-50360	Recycling Trucks - Maintenance	10,000.00
01-37-331-50380	Recycling Trucks - Repair	5,000.00
	Subtotal	7,362,541.83

Dept 40: Williamson Cemetery

01-40-000-50360	Maintenance - Williamson Cemetery	16,800.00
01-40-000-50500	Utilities - Power - Williamson Cemetery	500.00
	Subtotal	17,300.00

Dept 41: Outside Agency Funding

1,136,939.00

Dept 43: Incentives

01-43-000-60900	Mercedes Benz Project Crimson	150,000.00
01-43-000-60901	Northport Corners LLC	187,500.00
01-43-000-60902	North Square Property	40,000.00
NEW	MANSA	50,000.00
	Subtotal	427,500.00

Dept 45:Enjoyment/Renew/Identity/Responsible

	Enjoyment	2,391,666.66
	Economic & Community Enhancement	2,391,666.66
	Responsible	2,391,666.68
	Subtotal	7,175,000.00

Account Number	Account Name	2024 Proposed Budget
	Total Expenses	44,269,964.49
	Surplus (Deficit):	**19,410.51**

Fund 12: Court Corrections Fund

		0.00
12-40112	Muncipal Court Corrections Fund	190,000.00
	Total Revenue	190,000.00
12-33-000-50233	Metro Jail Expenses	180,000.00
	Total Expenses	180,000.00
	Surplus (Deficit):	**10,000.00**

Fund 16: Municipal Government Capital Improvement Fund

	Beginning Balance	0.00
16-40113	Municipal Government Capital Improvement Fund	240,000.00
	Total Revenue	240,000.00
16-15-600-80001	Infrastructure	240,000.00
16-15-600-80003	Public Buildings	0.00
	Total Expenses	240,000.00
	Surplus (Deficit):	**0.00**

Fund 18: NPD Training Tech Fund

		0.00
18-40510	Training Tech Revenues	6,000.00
	Total Revenue	6,000.00
	Total Expenses	0.00
	Surplus (Deficit):	**6,000.00**

Fund 19: Gasoline Excise Tax Fund

	Beginning Balance	0.00
19-40013	Tuscaloosa County Gasoline Taxes	240,000.00
19-40015	Tuscaloosa County Road and Bridge Fund	235,000.00
19-40024	State 4 Cent Excise Tax	35,000.00
19-40025	State 5 Cent Excise Tax	15,000.00
19-40027	State 7 Cent Excise Tax	55,000.00
19-40028	Petroleum Inspection Fee	9,000.00
19-40029	Additional Excise Tax	2,500.00
	Total Revenue	591,500.00
19-32-000-60062	Resurfacing Projects	591,500.00
	Total Expenses	591,500.00

Account Number	Account Name		2024 Proposed Budget
		Surplus (Deficit):	**0.00**

Fund 20: Rebuild Alabama Gas Tax

			0.00
20-40029	Additional Excise Tax-Rebuild Alabama 2019		175,000.00
		Total Revenue	175,000.00
20-32-000-60062	Resurfacing Projects - City		175,000.00
		Total Expenses	175,000.00
		Surplus (Deficit):	**0.00**

Fund 22: Municipal Court Judicial Admin Fund

			0.00
22-40511	Municipal Court Judicial Admin Revenues		65,000.00
		Total Revenue	65,000.00
22-17-000-50373	Judicial Services		65,000.00
		Total Expenses	65,000.00
		Surplus (Deficit):	**0.00**

Fund 35: Beer Tax Trust Fund

			0.00
35-40400	Employee Special Beer Tax		110,000.00
		Total Revenue	110,000.00
35-15-000-50008	Alcohol Revenue Disbursement		100,000.00
35-15-000-50020	FICA		10,000.00
		Total Expenses	110,000.00
		Surplus (Deficit):	**0.00**

Fund 42: Employee Insurance Fund

			0.00
42-40090	Health Insurance Proceeds		4,090,000.00
42-40091	Dental Insurance Proceeds		250,000.00
		Total Revenue	4,340,000.00
42-26-000-52510	Health/Dental Insurance Claims		4,300,000.00
		Total Expenses	4,300,000.00
		Surplus (Deficit):	**40,000.00**

ORDINANCE NO. ______

ORDINANCE ADOPTING THE FY2024 WATER & SEWER FUND OPERATIONAL BUDGET

WHEREAS, Ordinance No. 687 requires the City council of the City of Northport to adopt a budget each fiscal year; and

WHEREAS, said Ordinance requires that said budget encompass all funds for which operational expenditures are made; and

WHEREAS, said Ordinance requires that the adopted budget set forth all anticipated expenditures; and

WHEREAS, said Ordinance requires that the budget be balanced.

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

1. The budget attached hereto as Exhibit "A" and incorporated herein by reference shall be and hereby is declared the Water & Sewer Fund Operational Budget for the City of Northport for the 2024 Fiscal year beginning October 1, 2023 and ending September 30, 2024.

ORDAINED this the tth day of September 2023

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: ________________________________
Jeff Hogg, Its President

ATTEST:

____
Glenda D. Webb, City Administrator

APPROVED this the 7th[th] day of September 2023.

____
John Hinton, Mayor

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

____
Glenda D. Webb, City Administrator

1st Reading: September 8, 2023
Motion By:
2nd Reading:
Motion By:
Second By:
Publication:

EXHIBIT “A”

2024 Water & Sewer Fund Operating Budget

Account Number	Account Name	2024 Proposed Budget
Fund 50: W&S Fund		
	Retained Earnings	
50-40051	Water Sales	6,200,000.00
50-40053	Wastewater Sales	4,820,000.00
50-40055	Late Fees	250,000.00
50-40056	Meter Tap and Materials Fees	50,000.00
50-40057	Connection and Transfer Fees	65,000.00
50-40058	Service Charges	110,000.00
50-40114	Bad Debt Collections	3,000.00
50-40120	Sale of Disposed/Surplus Property	25,000.00
50-40219	Insurance Proceeds	3,000.00
	Total Revenue	11,526,000.00

50-39-510-50000	Salaries & Wages	2,873,529.84
50-39-510-50001	Incentive Pay	10,000.00
50-39-510-50010	Hiring & Recruitment Expenses	3,000.00
50-39-510-50012	Worker's Comp Insurance	100,000.00
50-39-510-50013	DCH Employee Assistance Program	1,500.00
50-39-510-50020	FICA	219,825.03
50-39-510-50022	Retirement Expense	366,708.79
50-39-510-50024	Health Insurance	491,767.92
50-39-510-50025	Life Insurance	1,500.00
50-39-510-50026	Unemployment Taxes	2,500.00
50-39-510-50100	Dues	5,000.00
50-39-510-50102	Postage	1,000.00
50-39-510-50104	Printing & Duplication	2,000.00
50-39-510-50105	Office Supplies	3,000.00
50-39-510-50106	Office Equipment	2,000.00
50-39-510-50107	Office Furniture	3,500.00
50-39-510-50108	Equipment - Computers & Hardware	8,000.00
50-39-510-50111	Software - License & Maintenance	12,500.00
50-39-510-50112	Advertising	1,500.00
50-39-510-50128	Computer Software Maintenance	4,000.00
50-39-510-50175	Sundry Expense	5,000.00
50-39-510-50238	Safety Supplies	500.00
50-39-510-50261	Contract Shirts and Pants	29,000.00
50-39-510-50265	Boots and Hats	6,000.00
50-39-510-50289	Non-Uniform Shirts and T-Shirts	7,000.00
50-39-510-50305	Contract Services	30,000.00
50-39-510-50309	Hand Tools and Equipment	500.00
50-39-510-50312	Cell Phones	25,000.00
50-39-510-50336	Repairs	8,000.00
50-39-510-50339	Claims & Damages	15,000.00
50-39-510-50359	Fuel & Oil	90,000.00
50-39-510-50360	Maintenance	5,000.00
50-39-510-50376	Service Contracts	13,000.00
50-39-510-50385	Raw Water Purchases	525,000.00
50-39-510-50386	Cleaning Supplies	650.00
50-39-510-50392	Maintenance - Vehicles	2,000.00
50-39-510-50393	Maintenance - Heavy Equipment	5,000.00
50-39-510-50394	Repairs - Heavy Equipment	30,000.00
50-39-510-50396	Repairs - Vehicles	20,000.00

Account Number	Account Name	2024 Proposed Budget
50-39-510-50401	Training - Safety	500.00
50-39-510-50403	Training - Technical	38,000.00
50-39-510-50420	Travel	1,000.00
50-39-510-50421	Lodging	15,000.00
50-39-510-50422	Meals	1,500.00
50-39-510-50430	Equipment Rental	1,000.00
50-39-510-50454	Testing & Professional Services	5,000.00
50-39-510-50459	General Fund Overhead Cost	530,000.00
50-39-510-50460	Maintenance - Light Duty Equipment	1,000.00
50-39-510-50461	Repairs - Light Duty Equipment	1,500.00
50-39-510-50472	Insurance - Property	250,000.00
50-39-510-50473	Inventory Supplies	2,000.00
50-39-510-50500	Utilities - Power	950,000.00
50-39-510-50510	Utilities - Telephone	3,000.00
50-39-510-50520	Utilities - Natural Gas	600.00
50-39-510-50550	Pest Control	2,200.00
50-39-510-50590	Utilities - Other	35,000.00
50-39-510-60052	Mapping & GIS	7,500.00
50-39-511-50102	Postage	1,200.00
50-39-511-50104	Printing & Duplication	2,000.00
50-39-511-50105	Office Supplies	3,000.00
50-39-511-50106	Office Equipment	3,000.00
50-39-511-50108	Equipment - Computers & Hardware	3,000.00
50-39-511-50123	Bank Charges and ACH Fees	4,000.00
50-39-511-50175	Sundry Expense	500.00
50-39-511-50201	Audit Expense	25,000.00
50-39-511-50336	Repairs	5,000.00
50-39-511-50360	Maintenance	500.00
50-39-511-50470	Billing Services	120,000.00
50-39-512-50105	Office Supplies	2,500.00
50-39-512-50106	Office Equipment	2,500.00
50-39-512-50107	Office Furniture	5,000.00
50-39-512-50108	Equipment - Computers & Hardware	2,000.00
50-39-512-50175	Sundry Expense	500.00
50-39-512-50214	Professional Engineering Services	15,000.00
50-39-512-50238	Safety Supplies	500.00
50-39-512-50300	Chemicals	420,000.00
50-39-512-50306	Emergency Repairs - Water	15,000.00
50-39-512-50309	Hand Tools and Equipment	7,500.00
50-39-512-50313	Laboratory Supplies	22,000.00
50-39-512-50321	Safety Equipment	2,500.00
50-39-512-50336	Repairs	100,000.00
50-39-512-50360	Maintenance	65,000.00
50-39-512-50386	Cleaning Supplies	500.00
50-39-512-50454	Testing & Professional Services	60,000.00
50-39-512-50473	Inventory Supplies	5,000.00
50-39-512-50474	Lagoon Sludge Removal	240,000.00
50-39-513-50105	Office Supplies	500.00
50-39-513-50106	Office Equipment	1,000.00
50-39-513-50107	Office Furniture	7,500.00
50-39-513-50108	Equipment - Computers & Hardware	1,000.00
50-39-513-50175	Sundry Expense	500.00
50-39-513-50214	Professional Engineering Services	20,000.00
50-39-513-50238	Safety Supplies	500.00
50-39-513-50300	Chemicals	150,000.00

Account Number	Account Name	2024 Proposed Budget
50-39-513-50306	Emergency Repairs - WasteWater	10,000.00
50-39-513-50309	Hand Tools and Equipment	1,500.00
50-39-513-50313	Laboratory Supplies	20,000.00
50-39-513-50321	Safety Equipment	8,000.00
50-39-513-50323	Sludge Disposal	200,000.00
50-39-513-50336	Repairs	125,000.00
50-39-513-50360	Maintenance	75,000.00
50-39-513-50386	Cleaning Supplies	500.00
50-39-513-50430	Equipment Rental	6,500.00
50-39-513-50454	Testing & Professional Services	45,000.00
50-39-514-50175	Sundry Expense	500.00
50-39-514-50214	Professional Engineering Services	10,000.00
50-39-514-50238	Safety Supplies	2,000.00
50-39-514-50306	Emergency Repairs - Water	7,500.00
50-39-514-50309	Hand Tools and Equipment	7,500.00
50-39-514-50321	Safety Equipment	500.00
50-39-514-50388	Maintenance - Distribution & Tanks	10,000.00
50-39-514-50430	Equipment Rental	10,000.00
50-39-514-50431	Construction & Repair Supplies	155,000.00
50-39-514-50453	System & Infrastructure Repair - Contractor	15,000.00
50-39-514-50473	Inventory Supplies	5,000.00
50-39-514-50477	Water Meters	140,000.00
50-39-514-60000	2" Meter Replacement	12,000.00
50-39-514-60015	Equipment - Other	15,000.00
50-39-514-60049	Lift Station Rehab - Booster Station	5,000.00
50-39-515-50175	Sundry Expense	500.00
50-39-515-50214	Professional Engineering Services	15,000.00
50-39-515-50238	Safety Supplies	1,500.00
50-39-515-50300	Chemicals	3,500.00
50-39-515-50306	Emergency Repairs - Wastewater	10,000.00
50-39-515-50309	Hand Tools and Equipment	2,000.00
50-39-515-50321	Safety Equipment	1,000.00
50-39-515-50336	Repairs	5,000.00
50-39-515-50360	Maintenance	2,000.00
50-39-515-50389	Maintenance - Collections & Lift Stations	135,000.00
50-39-515-50430	Equipment Rental	7,500.00
50-39-515-50431	Construction & Repair Supplies	20,000.00
50-39-515-50453	System & Infrastructure Repair - Contractor	40,000.00
50-39-515-50457	System & Infrastructure Maintenance - Contractor	30,000.00
50-39-515-50473	Inventory Supplies	8,000.00
50-39-515-60049	Lift Station Rehab	35,000.00
50-39-600-70008	Series 2016 Warrants	286,033.37
50-39-600-70009	Series 2019 Warrants	92,159.00
50-39-600-70010	Series 2021A Warrants	1,761,304.64
	Total Expenses	11,429,978.59
	Surplus (Deficit):	**96,021.41**

Fund 51: Development Fees Fund

	Retained Earnings	0.00
51-40118	Interest Income	5,000.00
51-40500	Development Fees	400,000.00
	Total Revenue	405,000.00

Account Number	Account Name	2024 Proposed Budget
51-39-600-70010	Series 2021 A Warrants	198,062.00
	Total Expenses	198,062.00
	Surplus (Deficit):	**206,938.00**

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.1.
MEETING DATE: September 18, 2023
SUBJECT: Resolution Authorizing the City Administrator to Enter into an Agreement between the City of Northport Fire Rescue and William E. Crawford, M.D. for a period of one-year

Unfinished Business:	New Business:	Consent Agenda: X
Public Hearing:	First Reading:	Second Reading:

Prepared By: Cody Kornegay **Approved By: Chief Bart Marshall**

Summary:
Passage of this resolution will authorize the City Administrator to enter into an agreement between City of Northport Fire Rescue and William E. Crawford, M.D. This agreement will enable Dr. Crawford to continue to serve as Medical Director for our department for a period of one year (January 1, 2024 - December 31, 2024).

Recommendation:
Approve this request

Funding Source/GL Code:
GL Code No. 01-35-210-50211 Amount: $12,000.00

Motion for Consideration:
Approval of the Consent Agenda will approve this expense in the amount of $12,000.00.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8b8

MEETING DATE: September 18th, 2023

SUBJECT: Resolution Authorizing the City Administrator to Enter into an Agreement between the City of Northport Fire Rescue & W.E. Crawford, MD, LLC. for a period of one year

Consent Agenda X	Action Agenda	Public Hearing
First Reading	Second Reading	Other X
Prepared By: Cody Kornegay		**Approved By:** Bart Marshall

Summary: Passage of this resolution will authorize the City Administrator to enter into an agreement between the City of Northport Fire Rescue and W.E. Crawford, MD, LLC. This agreement will enable Dr. Crawford to continue to serve as Medical Director for our department for a period of one year (January 1, 2024-December 31, 2024).

Alternatives: Council may deny this request.

Recommendation: Approve this request.

Funding Source/GL Code: GL Code No. **01-35-210-50211** Amount: **$12,000**
Finance Director Approval: ___________ **City Administrator Approval:** ___________

Motion for Consideration: I move to approve the resolution authorizing an agreement between the City of Northport Fire Rescue and W.E. Crawford, MD, LLC. for a period of one year (January 1, 2024-December 31, 2024) enabling him to continue to serve as Medical Director as required by Rule Number 420-2-1-.05(5)(h) and authorize the City Administrator to approve the purchase requisition.

f:\TW\Fire\Council\2020\Dr Crawford Contract

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF NORTHPORT FIRE RESCUE AND W.E. CRAWFORD, MD, LLC. FOR 1 YEAR

WHEREAS, the purpose of this Contract is to fulfill the City of Northport Fire Rescue's Alabama Department of Public Health's Office of EMS Rule requirement for obtaining and maintaining an Emergency Medical Provider Service ALS Level 1: Paramedic Authorization License under Alabama State Board of Health Alabama Department of Public Health Administrative Code Chapter 420-2-1 Emergency Medical Service Section 420-2-1-.05 Emergency Medical Provider Service License;

WHEREAS, the City is specifically required by Rule Number 420-2-1-.05(5)(h) to have "A signed copy of a contract for a Service Medical Director";

WHEREAS, Dr. Crawford enters into this contract to be the City's Service Medical Director.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHPORT, ALABAMA, as follows:

1. That the City Administrator is hereby authorized to enter into an agreement between the City of Northport Fire Rescue and W.E. Crawford, MD, LLC. attached hereto as Attachments "A-C" and incorporated herein by reference as if fully set out herein verbatim.
2. That the City Administrator is hereby authorized to approve the purchase requisition compensating Dr. Crawford for his services at a cost of twelve thousand dollars ($12,000.00) yearly which includes professional liability insurance.

RESOLVED AND DONE THIS 18th day of September 2023.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY:______________________
Jeff Hogg
Its President

ATTEST:

____
Glenda Webb
City Administrator

Reading:
Motion:
Second:

CONTRACT
Between The City of Northport
And
W.E. Crawford, MD, LLC.

This Agreement entered into by and between the City of Northport hereinafter, the "CITY," and W.E. Crawford, MD, LLC. hereinafter, "Dr. Crawford," is effective January 1, 2024 and terminates December 31, 2024.

Whereas, the purpose of this Contract is to fulfill the City of Northport Fire Rescue's Alabama Department of Public Health's Office of EMS Rule requirement for obtaining and maintaining an Emergency Medical Provider Service ALS Level 1: Paramedic Authorization License under Alabama State Board of Health Alabama Department of Public Health Administrative Code Chapter 420-2-1 Emergency Medical Service Section 420-2-1-.05 Emergency Medical Provider Service License.

Whereas, the City is specifically required by Rule Number 420-2-1-.05(5)(h) to have "A signed copy of a contract for a Service Medical Director";

Whereas, Dr. Crawford enters into this contract to be the City's Service Medical Director.

NOW THEREFORE, in consideration of the mutual covenants herein below specified and other goods and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following:

DR. CRAWFORD'S ACTIVITIES AS REQUIRED BY EMS RULE 420-2-1-.15 MEDICAL DIRECTION ARE AS FOLLOWS:

1. **(a)** Sign a written agreement outlining accepted responsibilities to provide emergency medical provider service medical oversight;

   This contract will fulfill this requirement outlining the accepted responsibilities.

   (b) Have experience, training, and a current or previous board certification from a recognized broad-based medical specialty organization such as emergency medicine, internal medicine, surgery, family practice, general practice (if current MDPID number issued prior to January 1, 2011), or pediatrics (in combination with an adult specialty);

   Attachment "A" attached

   (c) Hold and maintain a current ACLS certificate or be board certified in emergency medicine. Pediatric physicians shall hold and maintain a current PALS certificate or be board certified in pediatric emergency medicine;

   Attachment "A" and "B" attached

   (d) Complete the Alabama EMS Medical Director Course and be issued an OEMS&T Medical Direction Physician Identification (MDPID) number;

   Attachment "B" attached

   (e) Possess a current license to practice medicine from the Medical Licensure Commission of Alabama and a current unrestricted Drug Enforcement Agency (DEA) number and an unrestricted Alabama controlled substances certificate or obtain a variance as provided for within these rules;

Attachment "C" attached

(f) Provide oversight to ensure that all EMSP, for which he or she provides direction, are properly educated and licensed pursuant to these rules;

(g) Provide oversight to ensure that all EMSP, for which he or she provides direction, are following the Board approved Statewide EMS Treatment Protocols;

(h) Provide oversight to ensure that an effective method of quality assurance and improvement is integrated into the emergency medical provider services for which he or she provides direction, day-to-day patient care delivery;

(i) Provide oversight to ensure that the emergency medical provider services for which he provides direction, are in compliance with these rules;

(j) Have authority to remove and/or provide remedial education to any EMSP working under his or her license, and shall notify the OEMS&T of each occurrence.

The CITY ACTIVITIES:
The CITY will reimburse Dr. Crawford for his services at a cost of twelve thousand dollars ($12,000.00) yearly which includes professional liability insurance.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers or agents, have hereunto executed this Contract on the day and date first shown above.

CITY OF NORTHPORT

By: ____________________________

WILLIAM E. CRAWFORD, M.D.

By: ____________________________

"ATTACHMENT A"
CURRICULUM VITAE

WILLIAM E. CRAWFORD, M.D., FACEP

11177 Mountain Park Circle • TUSCALOOSA, ALABAMA 35405
ALABAMA LICENSE NUMBER: 23072 EXPIRATION 12/31/2013 - RENEWAL EVERY YEAR

EDUCATION

1999-2000 Louisiana State University, Baton Rouge, Louisiana
Earl K. Long Medical Center
Chief Resident for the Emergency Medical Residency Program

1997-2000 Louisiana State University, Baton Rouge, Louisiana
Earl K. Long Medical Center, Emergency Medical Residency

1997 University of Alabama School of Medicine, Birmingham, Alabama
Received MD

1993 University of Alabama, Tuscaloosa, Alabama
Received BS, Biology major

1991 Shelton State Community College, Tuscaloosa, Alabama

1988 University of Alabama, Tuscaloosa, Alabama
College of Community Health Sciences Program in Emergency Medicine
Emergency Medical Technician-Paramedic

1987 University of Alabama, Tuscaloosa, Alabama
College of Community Health Sciences Program in Emergency Medicine
Emergency Medical Technician-Intermediate

1986 Southern Academy, Greensboro, Alabama
Graduated Salutatorian

1985 West Alabama EMS, Tuscaloosa, Alabama
Emergency Medical Technician-Basic

EXPERIENCE

2007 - Present Assistant Professor, Community and Rural Medicine, the University of Alabama College of Community Health Sciences

April 2011 - Present Alabama Department of Public Health Office of EMS,
State EMS Medical Director

2011 - Present Emergency Department Physician, DCH Regional Medical Center
TeamHealth

2005-2011 Alabama Department of Public Health Office of EMS

EMS Assistant Medical Director

2000-2011 North River Emergency Physicians, Tuscaloosa, Alabama

2008-2011 DCH Regional Medical Center Emergency Department Medical Director

1991-1993 University of Alabama, Tuscaloosa, Alabama
College of Community Health Sciences Program in Emergency Medicine
Clinical Coordinator and E.M.T. (Intermediate Instructor)

1989-1991 University of Alabama, Tuscaloosa, Alabama
College of Community Health Sciences Program in Emergency Medicine
Clinical Coordinator and E.M.T. (Basic Instructor)

1987-1997 Emergi-Care Clinic, Inc., Tuscaloosa, Alabama
Emergency Medical Technician (Intermediate and Paramedic)
Shift Supervisor

1986-1997 Hale County EMS, Inc., Greensboro, Alabama
Emergency Medical Technician (Basic, Intermediate and Paramedic)

MILITARY EXPERIENCE

1986-1993 1166th Military Police, Alabama Army National Guard Sergeant (E-5)

MILITARY EDUCATION

1991 Camp Shelby, Mississippi
U.S. Army Reserve Components Region III Non-Commissioned Officer, Academy, Primary Leadership Development Course, "Commander's List"

1988 Camp Shelby, Mississippi
U.S. Army Reserve Components Nuclear, Biological and Chemical Warfare Training Course

1987 Fort McClellan, Alabama
U.S. Army Military Police School

CERTIFICATIONS

- Fellow, American College of Emergency Physicians
- Diplomat, American Board of Emergency Medicine
- Advanced Cardiac Life Support Instructor
- Advanced Cardiac Life Support Provider
- Basic Cardiac Life Support Instructor
- Basic Cardiac Life Support Provider
- Pediatric Advanced Life Support Instructor
- Pediatric Advanced Life Support Provider
- Advanced Hazmat Life Support Provider
- Advanced Hazmat Life Support Instructor

MEMBERSHIPS

American College of Emergency Physicians
Alabama Chapter-American College of Emergency Physicians

HONORS/AWARDS

Undergraduate:	Dean's List (Spring 1991, Spring 1992)
Medical School:	Society for Academic Emergency Medicine *"Excellence in Emergency Medicine Award"*
Other:	Hale County EMS, Greensboro, Alabama (1994) *"Medic of the Decade"*

MEDICAL ACTIVITIES

Residency Activities

- Medical Director-Pediatric Education for Paramedics Course of East Baton Rouge Parish EMS (Previous)
- Member, Graduate Medical Education Committee-Baton Rouge General Medical Center (Previous)

EMS Activities

- Medical Director - Hale County EMS, Greensboro, Alabama (Present)
- Medical Director – TIDE EMS, Tuscaloosa, Alabama (Present)
- Medical Director - Greene County EMS, Eutaw, Alabama (Present)
- Medical Director – City of Tuscaloosa, Tuscaloosa, Alabama (Present)
- Medical Director – Tuscaloosa Sheriff Office, Tuscaloosa, Alabama (Present)
- Medical Director - NorthStar EMS Marion, Winfield, Alabama (Present)
- Medical Director – NorthStar EMS Fayette, Fayette, Alabama (Present)
- Medical Director – NorthStar EMS Jefferson, Birmingham, Alabama (Present)
- Medical Director – NorthStar EMS Talladega, Alabama (Present)
- Medical Director – NorthFlight, Tuscaloosa, Alabama (Present)
- Medical Director – Northport Fire Rescue, Northport, Alabama (Present)
- Medical Director – Pickens County Ambulance Service, Carrollton, Alabama (Present)
- Past Board Member-West Alabama EMS, Tuscaloosa, Alabama
- Board Member- Hale County EMS, Greensboro, Alabama
- On-Line Medical Control Physician-DCH, Tuscaloosa, Alabama
- ECC Committee American Heart Association-State of Alabama
- Regional Medical Director-West Alabama EMS
- Member Alabama Trauma Systems Development Task Force

Hospital Activities

- Medical Audit and Utilization Review Committee-Member (2000-Present)
- Emergency Department/Disaster Committee Chairman (Present)
- Emergency Department Physician Committee Chairman (Previous)
- Trauma Department Committee Member (Present)

"ATTACHMENT B"
ADPH OEMS LETTER OF RECOGNITION OF COMPLETION OF MEDICAL DIRECTOR'S COURSE WITH MCPID NUMBER

STATE OF ALABAMA DEPARTMENT OF
PUBLIC HEALTH
Donald E. Williamson, MD
State Health Officer

December 11, 2013

William E. Crawford
1425 Paxton Circle
Tuscaloosa, AL 35401

Dear Dr. Crawford:

Congratulations on your successful completion of the Alabama EMS Medical Direction Physician Course.

As you know, this course is required by the State Board of Health for all off-line rescue/ambulance service physician advisors and all on-line EMS medical direction physicians.

The EMS Medical Direction Physician number assigned to you is **Control # 1175.**

This number is a unique identifier and must be used when signing all Prehospital Patient Care Report (PCR) forms, and may be used for other prehospital related forms.

Again, congratulations and thanks for participating in a successful project to improve the quality of care for emergency medical patients throughout Alabama.

Sincerely,

Hugh Hollon, Provider
Services Coordinator

The RSA Tower • 201 Monroe Street • Montgomery, AL 36104
P.O. Box 303017 • Montgomery, AL 36130-3017

"ATTACHMENT C"
ALABAMA MEDICAL LICENSE

Alabama Medical Licensure Commission

License Details - MD/DO/L

848 Washington Avenue
Montgomery, AL 36104

Personal Information

Licensee name:	William Elwin Crawford
Location:	Tuscaloosa, Alabama

License Information

License type:	MD
License status:	Active
COQ status:	Issued
License number:	MD.23072
License description:	Full Unrestricted MD
Issue date:	10/27/1999
Expiration date:	12/31/2022
Practice Type	Emergency Medicine
School Name:	University of Alabama School of Medicine Birmingham
School Dates:	7/93-6/97
School Location:	Birmingham
Public file:	No

Alabama Controlled Substances Certificate

Status:	Active
License number:	ACSC.23072
Issue date:	01/01/2019

Expiration date:	12/31/2022
Schedules:	2, 2N, 3, 3N, 4, 5
Description:	Full Unrestricted ACSC
Restricted Comments:	None
Dispensing physician:	No

Collaborative Practice Agreement

Name	Number	Hours	Status
Shannon Alverson Morrison	CP.4214	0	Terminated
Donna Lisa Elgin	CP.19735	0	Terminated
Kelly McClellan Hall	CP.11303	0	Terminated
Tracy Leigh Gunter	CP.6505	0	Terminated
Aletta Averette Brewer	CP.7026	0	Terminated
Ida Gaines Dunn	CP.6109	0	Terminated
Nelly Garcia Carmichael	CP.10289	0	Terminated
Anna Prater Drury	CP.12033	0	Terminated

Registration Agreement Information

No Registration Agreements found.

Printed from http://www.albme.gov

Present Date 04/18/2022

* Please note that the Alabama Board of Medical Examiners and the Alabama Medical Licensure Commission have no authority over Nurse Practitioners or Midwives. For more information on these licenses, please visit the Alabama Board of Nursing, www.abn.alabama.gov

Print Download

Verified by kimberly.owens@dchsystem.com on 4/18/2022 7:14:01 AM -7:00

Current Date: 08/23/2022 **Data File Release Date:** 08/22/2022

Drug Enforcement Administration (DEA) Datafiles –Both

Registrant Profile

for

CRAWFORD, WILLIAM ELWIN MD	
Activity:	Active
Address:	809 UNIVERSITY BLVD E
State / Zip:	AL 35401
DEA Number:	BC5943801
Business Activity Code:	C0
Drug Schedule:	2 2N 3 3N 4 5
Expiration Date:	08/31/2025
Payment Indicator:	Paid
Additional Info:	

Verified by kayleigh.gibbs@dchsystem.com on 8/23/2022 5:40:32 AM -7:00

DEPARTMENTAL SUMMARY OF REQUESTED ACTION

THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.2.
MEETING DATE: September 18, 2023
SUBJECT: Resolution Authorizing the City Administrator to Select and Negotiate Scope and Fee with Sain Associates, Inc. for the Safe Streets for All Safety Action Plan

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 select and negotiate scope and fee with Sain Associates, Inc. for the Safe Streets for All Safety Action Plan.

Recommendation:
I recommend that this request be approved.

Funding Source/GL Code:
GL Code No. Amount: To be determined

Motion for Consideration:
I move that the City Council authorize the City Administrator to select and negotiate scope and fee with Sain Associates, Inc. for the Safe Streets for All Safety Action Plan.

RESOLUTION NO. 23-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SELECT AND NEGOTIATE SCOPE AND FEE WITH SAIN ASSOCIATES, INC. FOR THE SAFE STREETS FOR ALL SAFETY ACTION PLAN

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to select and negotiate scope and fee with Sain Associates, Inc. for the Safe Streets for All Safety Action Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to select and negotiate scope and fee with Sain Associates, Inc. for the Safe Streets for All Safety Action Plan.

RESOLVED AND DONE THIS 18th DAY OF SEPTEMBER 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

BY: ____________________________
Jeff Hogg, Its President

____
Glenda D. Webb
City Administrator

Reading: September 18, 2023
Motion:
Second:

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.3.
MEETING DATE: September 18, 2023
SUBJECT: Resolution Authorizing the City Administrator to Execute an Amendment with Thompson Engineering for Plan Revisions on MLK, Jr. Blvd. Improvements at Snows Mill Road

Unfinished Business:	New Business: X	Consent Agenda:
Public Hearing:	First Reading:	Second Reading:

Prepared By: Engineering - NB **Approved By: Tera Tubbs**

<u>Summary:</u>
The Engineering department is requesting that the City Council authorize the City Administrator to execute an amendment with Thompson Engineering for plan revisions on MLK, Jr. Blvd. improvements at Snows Mill Road. This is an amendment to the existing design contract. Documentation is attached.

<u>Recommendation:</u>
I recommend that this request be approved.

<u>Funding Source/GL Code:</u>
GL Code No. 08-32-600-81005 Amount: $79,632.00

<u>Motion for Consideration:</u>
I move that the City Council authorize the City Administrator to execute an amendment with Thompson Engineering for plan revisions on MLK, Jr. Blvd. improvements at Snows Mill Road.

RESOLUTION NO. 23-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AMENDMENT WITH THOMPSON ENGINEERING FOR PLAN REVISIONS ON MLK, JR. BLVD. IMPROVEMENTS AT SNOWS MILL ROAD

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute an amendment with Thompson Engineering for plan revisions on MLK, Jr. Blvd. improvements at Snows Mill Road. This is an amendment to the existing design contract; and,

WHEREAS, the total cost of the amendment is $79,632.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to execute an amendment with Thompson Engineering for plan revisions on MLK, Jr. Blvd. improvements at Snows Mill Road. This is an amendment to the existing design contract. The total cost of the amendment is $79,632.00.

RESOLVED AND DONE THIS 18th DAY OF SEPTEMBER 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

BY: ____________________________

Jeff Hogg, Its President

____

Glenda D. Webb
City Administrator

Reading: September 18, 2023
Motion:
Second:

August 10, 2023

Ms. Tera Tubbs, PE
City of Northport – City Engineer
3500 McFarland Boulevard
Northport, AL 35476

RE: STPSU-6317(250) – Martin Luther King Jr. Blvd Improvements
Amendment for Plan Revisions at Snows Mill Road Intersection and Permitting

Dear Ms. Tubbs:

Thompson Engineering (Thompson) is pleased to submit our proposal for engineering services on the above-referenced project. Thompson appreciates the opportunity to present this fee scope and fee proposal for your review and approval.

Project Description

The City of Northport plans to make improvements to Martin Luther King, Jr. Blvd. from SR-69 to Snows Mill Avenue. Improvements include pavement resurfacing and reconstruction, curb and gutter, storm sewer systems, concrete sidewalks, and roadway lighting. Design for this project has been performed in conjuction with project STPSU-6314(253) for the City of Tuscaloosa. Tuscaloosa's project includes the same scope of work from Snows Mill Avenue to US-82. In April of 2023, Tuscaloosa decided to suspend their project for an unspecified period requiring Northport to terminate the project near the City limit at Snows Mill Avenue. As currently designed, the intersection at Snows Mill Avenue is approximately two feet higher than the exiting intersection. In order to terminate the project at Snows Mill Avenue, the intersection and a portion of MLK Jr. Blvd. to the west will need to be redesigned.

In addition to the changes described above, this proposal also includes services for coordination and permitting with the U.S. Army Corp of Engineering (USACE), Alabama Department of Environmental Management (ADEM), Alabama Department of Conservation and Natural Resources (ADCNR), and other appropriate Federal and State agencies.

Scope of Work

Plan Revisions

- Approximately 44 sheets in the current plan set will require revisions
- The profile grades for the centerlines of MLK Jr. Blvd. and Snows Mill Ave. will be lowered to tie to existing grade at the intersection
- The portion of the project considered for revision and assumed for this proposal is contained within stations 74+00 to 78+50
- Perform hydraulic calculations and revise storm sewer design as necessary to convey storm water from the ditches along Watermelon Road into the MLK Jr. Blvd. storm sewer system
- Re-analyze storm sewer system design to account for changes in profile grade and revise drainage cross sections accordingly

- Revise quantities
- Revise utility sheets
- Revise paving, signing, and striping layouts
- Revise traffic control plan
- Revise erosion control plan
- Revise cross sections and recalculate earthwork quantities

Permitting

- Prepare and submit a Joint Federal and State Application Form
- Submit permit application figures (vicinity map, project plan and project cross-sections)
- Respond to agency questions, evaluate, and coordinate requests for additional information with the client
- Pay USACE/ADEM required permit fees (est. ~$7,500)
- It should be noted, this scope of work and cost estimate does not include conducting a protected species survey; cultural resources survey; submerged aquatic vegetation survey; construction stormwater permitting; mitigation, or local permitting.

Compensation

Professional fees for performance of the scope of services described above are based on a time and material basis in accordance with our Standard Fee Schedule and are **estimated to total $79,632.00**. Services not listed in the Scope of Services will be performed on a time and material basis in accordance with our Standard Fee Schedule. Additional services will not be undertaken without prior written approval by the Client. The corresponding break down of fees for the services are shown below.

Service		
Plan Revisions	**Hourly Estimated Fee $**	**59,632.00**
Permitting	**Hourly Estimated Fee $**	**20,000.00**
	Total Estimated Fee $	**79,632.00**

This proposal has been prepared with the expressed understanding that the selection of our firm to perform these professional services is based upon the qualifications, experience, and reputation of the staff of Thompson Engineering, and not solely upon the cost of the services proposed. We trust that the fees and scope of services outlined herein are acceptable and within your budgetary requirements and we look forward to the commencement of the work. Please feel free to contact us with any questions you may have.

Respectfully submitted,
THOMPSON ENGINEERING, INC.

Clay B. Randolph, PE
Senior Engineer

Craig P. Williams, PE
Principal - Team Leader

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.4.
MEETING DATE: September 18, 2023
SUBJECT: Resolution Authorizing the City Administrator to Execute a Proposal from TTL, Inc. for Professional Design Services on 5th Street Resurfacing and Pedestrian Improvements at the Bridge District

Unfinished Business:	New Business: X	Consent Agenda:
Public Hearing:	First Reading:	Second Reading:

Prepared By: Engineering - NB **Approved By: Tera Tubbs**

<u>Summary:</u>
The Engineering department is requesting that the City Council authorize the City Administrator to execute a proposal from TTL, Inc. for professional design services on 5th Street resurfacing and pedestrian improvements at the Bridge District. Documentation is attached.

<u>Recommendation:</u>
I recommend that this request be approved.

<u>Funding Source/GL Code:</u>
GL Code No. Amount: $570,225.00

<u>Motion for Consideration:</u>
I move that the City Council authorize the City Administrator to execute a proposal from TTL, Inc. for professional design services on 5th Street resurfacing and pedestrian improvements at the Bridge District.

RESOLUTION NO. 23-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROPOSAL FROM TTL, INC. FOR PROFESSIONAL DESIGN SERVICES ON 5TH STREET RESURFACING AND PEDESTRIAN IMPROVEMENTS AT THE BRIDGE DISTRICT

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute a proposal from TTL, Inc. for professional design services on 5th Street resurfacing and pedestrian improvements at the Bridge District; and,

WHEREAS, the amount of the professional design services will be $570,225.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized to execute a proposal from TTL, Inc. for professional design services on 5th Street resurfacing and pedestrian improvements at the Bridge District. The amount of the professional design services will be $570,225.00.

RESOLVED AND DONE THIS 18th DAY OF SEPTEMBER 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

BY: ___________________________
Jeff Hogg, Its President

____
Glenda D. Webb
City Administrator

Reading: September 18, 2023
Motion:
Second:

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

September 1, 2023

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

Attention: Mr. Brad Matthews, PE

RE: CON – 5th Street Resurfacing and Pedestrian Improvements at the Bridge District
City of Northport
Proposal for Professional Design Services

Dear Brad:

We are writing to provide you with this proposal for professional design services for the 5th Street Resurfacing and Pedestrian Improvements. It is our understanding that the general scope of work for the project will be to provide for complete resurfacing and curb and gutter and sidewalk repairs along 5th Street from the City of Northport City Limits to Main Avenue, intersection realignment and improvements at 5th Street and Robert Cardinal Road and 30th Avenue and 5th Street, pedestrian shared use path improvements connecting Kentuck Park to the Farmer's Market, and general shoulder improvements for a total project length of approximately 7,800 linear feet. Additional streetscape shall occur along side streets to improve pedestrian crossings and allow for future extension of streetscape along those adjoining streets. The project limits include 5th Street as noted previously, 30th Avenue, Brown Street, Hall Street, Cemetery Drive, and numerous unnamed drives and streets along the corridor. We have prepared the following detailed scope or services as part of this agreement:

Scope of Work:

The complete resurfacing and pedestrian improvements shall include roadway improvements, curb and gutter, curb, side street and drive improvements, shared use path, sidewalk, decorative street/pedestrian lighting, fiber improvements for traffic monitoring and cameras for pedestrian security along the corridor, and landscaping and irrigation improvements.

The existing roadway shall be retained, widened, overlayed, striped and marked as part of the roadway improvements. The existing municipal utilities (water/fire, sanitary sewer, and storm drainage) shall be improved only as necessary to accommodate the roadway and pedestrian improvements. These municipal utility improvements shall be completed within the existing and/or acquired right-of-way.

To provide for pedestrian safety, roadway tie-ins, and utility improvements and tie-ins, right-of-way acquisitions and temporary/permanent easements shall be required throughout the project limits to accommodate all roadway, pedestrian, and utility improvements.

We are assuming a construction budget of approximately $4,650,000.00 for this project without contingency. Private utility company fees for power for lighting are separate fees and will be determined by APCO upon completion of the preliminary design. Fees are paid directly to the private utility company from the City.

Detailed Scope of Services:

Please note that some of the items below shall be occurring simultaneously.

Task No. 1 – Design Survey, Geotechnical Investigation, & Existing Gravity Utility Investigation

- TTL will call Alabama 811 locating service as required for this Item.
- Provide topographic, utility, and property survey for the proposed project alignment.
- Provide preconstruction camera inspection, dye testing, etc. to identify existing utility main and lateral locations.
- Provide geotechnical services for this project to include performing 19 soil auger borings along the planned alignment. The borings and hand augers will extend to depths of 6 to 11 feet below ground surface (bgs). The borings will be made using a truck or ATV mounted drilling rig and standard penetration testing (SPT) continuous in the upper 6 feet, 2.5-foot intervals until 16 feet, then 5-foot intervals thereafter until boring termination or auger refusal, whichever is encountered first. A TTL professional will be present to supervise drilling and to visually classify the soil samples using the Unified Soil Classification System (ASTM D2487 and D2488) as a guide. A TTL professional will be present to supervise drilling and to visually classify the soil samples using the Unified Soil Classification System (ASTM D2487 and D2488) as a guide.
- Cores will be taken from the asphalt pavement along the project to determine the thickness and condition of the in-place asphalt pavement. We propose to core the pavement at approximately 12 locations along 5th Street.
- TTL will provide the necessary temporary traffic control in general accordance with the latest Manual on Uniform Traffic Control Devices. We propose to perform soil test borings and pavement cores, laboratory testing, engineering analyses, and preparation of a geotechnical data report providing results of our field and laboratory testing, water level estimates, pavement thicknesses, and subsurface stratigraphy. The geotechnical report shall be included as part of the contract documents for the project.

Task No. 2 – National Environmental Policy Act (NEPA) and U.S. Army Corp of Engineers (USACE)

- Provide all services necessary to perform environmental assessment, HAZMAT, Phase II Environmental Investigation, ACM Survey, Aquatics Resources Delineation, Jurisdictional Determination, Protected Species Habitat Assessment & Coordination, Phase I Cultural Resource Survey and AHC Coordination, and USACE Nationwide Permit Pre-Construction Notification to submit to governing federal agencies for review and clearance.

Task No. 3 – Existing Municipal and Private Utility Investigation/Coordination

- Complete a thorough investigation of all existing City of Northport owned and maintained water distribution/fire protection, sanitary sewer, and storm drainage infrastructure to determine all system improvements required. Item No. 1 above includes camera investigation of the gravity utilities. These services shall be performed as necessary.
- Review with local utility representatives (Alabama Power Company) the project alignment as originally presented on the conceptual layout attached.

Task No. 4 – Project Design, City of Northport Review, and Permitting

- Provide preliminary design for roadway and pedestrian improvements and anticipated right-of-way and easement acquisitions. Meet and coordinate with the City of Northport for review of roadway and pedestrian improvements to review project approach specifically related to traffic control, municipal utility impacts, etc.
- Provide final design and develop bid documents (plans, specifications, bid schedule, determination of pay quantities) for the proposed project with detailed consideration given to providing access to the existing businesses and residences that are located parallel and/or adjacent to the project corridor.

I. *Site Paving Plan:* These plan sheets will include a detailed layout of required construction items based on the final design. Also included will be typical dimensions of pavement areas, shared use path, sidewalks, locations of required and existing municipal and private utility infrastructure impacting final grade and pavements.

II. *Site Grading and Plan and Profiles:* These plan and profile sheets will include detailed spot grading and contours for the finished grading of the project corridor and existing profile of the roadway to be retained. This grading will include existing pavement cross slope and superelevation and all necessary ADA grade requirements as defined in PROWAG specifically for pedestrian areas at ramps, crosswalks, drives, gutters, etc.

III. *Sanitary Sewer Design:* These plan sheets include providing design for all sanitary sewer improvements, if any. Plans will be provided to fully detail out the system impacts of the existing system.

IV. *Storm Drainage Design:* These plan sheets include providing design for all storm drainage improvements. Plan / profiles will be provided to fully detail out the new system and removal/abandonment of the existing storm drainage, if any.

V. *Water Distribution Design:* These plan sheets include removal/replacement of the existing water distribution and fire protection system in the project area as necessary.

VI. *Utility Conduit Plan:* These plan sheets include conduit duct bank and utility company infrastructure design in coordination with the private utility companies. The City's Contractor shall install all underground conduits and install equipment pads for private utility company installations, if any.

VII. *Electrical Plan:* These plan sheets include conduit, electrical and fiber raceway, junction box, light pole, lighting and fiber controls, standard and special details, etc. for the street/pedestrian lighting, security cameras, power for traffic signal improvements, etc.

VIII. *Landscape and Irrigation Plan:* These plan sheets include landscape and irrigation improvements and details. Landscape requirements of the City of Northport will be included and coordinated with the City's Public Works Director for maintenance considerations. Screenings of existing developments, parking lots, etc. shall be emphasized at intersection improvements to increase the aesthetics of the area.

IX. *Erosion Control Plan:* This includes a basic Best Management Practices Plan (BMPP) for the Contractor to minimize erosion during construction. This is a design phase task and does not include construction phase NPDES permit preparation, associated supplemental CBMPP, or periodic inspections.

X. *Traffic Control Plan:* This includes developing a traffic control plan for the project area. Utility crossings of the roadway will require temporary closures of the roadway. These will be limited as much as possible and required to be completed at non-peak times. We will work with the City of Northport to define phases to limit travel impacts as much as possible knowing they may change based on the awarded Contractor's means and methods of construction.

XI. *City of Northport Land Development Permit (LDP):* Obtain a Land Development Permit for the project. Because this is a City of Northport project, we assume any bonding will not apply.

XII. *Contract Documents and Construction Details:* This includes providing details, technical specifications, and contract documents for contracting of the site improvements as requested.

The project manager for TTL, Inc. will be Frank Summers, P.E. and the project design engineer will be Bradley Porter, P.E. Sub-consultants for the project include:

- Video Industrial: Gravity Utility Video Camera
- Dale Fritz and Associates: Landscape and Irrigation
- Garner and Associates: Electrical and Fiber

All other services as outlined in the proposal shall be self-performed.

Fee Proposal:

Our proposed fee schedule is listed below. The hourly services are to be provided according to the hourly rate schedule attached.

BASIC SERVICES:	PROPOSED FEE	
Preliminary Design	$	87,500.00
Final Design	$	150,525.00
Bid Phase	$	9,000.00
Basic Engineering SDC	$	43,600.00
Total Basic Services:	$	290,625.00

Other Services to be performed hourly as needed, not-to-exceed the following amounts:

OTHER SERVICES:			PROPOSED FEE	
Topographic Survey			$	45,000.00
Easements/ROW				
Tract Plat and Descriptions, ROW Map (17 x $800/each)	$	13,600.00		
Tract Appraisals	$	N/A		
Tract Appraisals Review	$	N/A		
Tract Negotiations	$	N/A		
Tract Condemnation	$	N/A		
Total Easements/ROW			$	13,600.00
Construction Staking			$	N/A
Record Drawing Plans			$	N/A
All other SDC			$	N/A

Design Testing/Study:			
Phase I Cultural Resources*	$ 16,000.00		
Noise Study (If Required)*	$ 8,900.00		
HAZMAT Study*	$ 5,000.00		
Asbestos Containing Material Study*	$ 4,500.00		
Gravity Utility Camera Inspections (Assumed +,-1,000 l.f.)	$ 12,000.00		
Geotechnical Exploration*	$ 58,500.00		
Total Design Testing/Study Budget		$	104,900.00
Construction Testing		$	N/A
Expenses		$	2,500.00
Permitting:			
Categorical Exclusion & Public Inv.*	$ 37,000.00		
Phase II Environmental Investigation*	$ 45,000.00		
Aquatics Resources Delineation*	$ 7,200.00		
USACE Jurisdictional Determination*	$ 1,900.00		
Protected Species Habitat*	$ 6,000.00		
USACE Nationwide 404 Permitting*	$ 7,500.00		
Total Permitting Budget		$	104,600.00
PreQual of Bidders		$	N/A
Traffic Control Plan		$	9,000.00
LOMR		$	N/A
Sales and use tax		$	N/A
Total Other Services:		$	279,600.00
Total Services:		**$**	**570,225.00**

*Detailed scope of services is provided in the appendix of the proposal.

Schedule:

The proposed time required for the design and permitting from notice to proceed is approximately 6 to 8 months minus weather impacts. This timeline does not include City of Northport, ALDOT, and FHWA review and comments to be addressed or evaluated. It does include estimated time for NEPA and USACE review and clearance which is expected to take approximately 12 months.

We anticipate approximately 60 working days for private utility company relocation designs. This is included in the proposed time above.

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

Sincerely,

TTL, Inc.

Frank E. Summers, PE
Vice President

M. Bradley Porter, PE
Regional Design Manager

cc: File
Attachment: 2023 Hourly Rate Table
Project Scope Map
Engineer's Conceptual Opinion of Cost

Appendix:

National Environmental Policy Act Categorical Exclusion

It is TTL's opinion that the project would qualify as a Categorical Exclusion (CE) under 23 CFR §771.117 d(13). However, this determination must be approved by the Federal Highway Administration (FHWA). TTL will coordinate with the Alabama Department of Transportation (ALDOT) for their review and approval regarding the use of the describe CE for the project.

Following approval, TTL will complete the CE environmental documentation and provide supporting information evaluating the project's potential effect on the human and natural environments. The supporting documentation will include many of the tasks further identified and described below. This task does not include payment of tribal consultation fees which may be required.

Should ALDOT or FHWA determine that a CE is insufficient for NEPA review or that additional studies/investigations are required, TTL will submit a separate proposal to complete the requested services.

Public Involvement

TTL will fulfill the public involvement requirements according to the ALDOT Public Involvement Plan. TTL assumes that an online public meeting will be acceptable to ALDOT. Should an in-person public meeting be required, TTL will submit an additional proposal to host an in-person public meeting. Following the public meeting, TTL will coordinate and prepare responses to public comments as required by ALDOT. Should comment responses warrant additional information that has not been previously acquired or that which may require additional analysis or evaluation, TTL will submit a separate proposal to outline the appropriate scope and items to address comments.

Noise Impact Analysis

Based on our preliminary review of project plans, the project may require noise analysis. Upon further development of project plans, TTL will coordinate with the ALDOT to determine if a Noise Impact Analysis is required. If required, the Noise Impact Analysis will include noise measurements at sensitive receptor sites in the project area. Predicted noise levels for the design year will be compared to existing levels and the Noise Abatement Criteria (NAC) to evaluate if the project will cause noise impacts. If an evaluation of noise barriers is required, a supplemental proposal will be issued.

Hazardous Materials Survey

The scope for the proposed Hazardous Materials Survey (HMS) will include a review of data on federal and state-regulated sites that are either currently or have formerly been the subject of environmental investigation/assessment and/or environmental compliance reporting. TTL will subcontract Environmental Data Resources (EDR) to provide the listing of regulated facilities that are expected to be located within pre-determined radii of the project route/area. A field study will be performed along the route/area to observe and record facilities that may produce, store, use, or generate hazardous materials, as well as those which have a record of impact from contamination. In addition to the regulated facility review and reporting, TTL will document the presence of construction, household, automotive debris piles, as well as stressed vegetation along the route. An HMS report, that documents the findings and our recommendations, will be issued for the project area. Please note that the HMS investigation does not include the installation of monitoring wells nor groundwater sampling. Other than the two, potential limited Phase II investigations discussed below, should the results of the HMS indicate a further need to evaluate subsurface soil and/or groundwater quality, TTL will submit a separate proposal.

Limited Phase II Environmental Site Assessment

For preliminary planning purposes, TTL recommends assuming two sites may require further evaluation for potential environmental contamination. As such, TTL proposes to utilize a drill rig to advance six borings to approximately 20 feet below ground surface to evaluate the potential presence of contamination at these two locations. During advancement of the boreholes, soil samples will be collected in five-foot continuous intervals and described by an on-site TTL professional. A MiniRAE 2000 PID (photoionization detector) will be used to scan the soil in the sample collection tubes for the presence of ionizable vapors. TTL proposes to collect one soil sample from each of the boreholes at the soil horizon that yields the most elevated PID reading. Collected soil samples will be placed in laboratory provided glass jars, then promptly placed on ice and shipped to Eurofins (or similar analytical laboratory) for analyses. Collected soil samples will be analyzed for volatile organic compounds (VOCs) using Method 8260, semi-volatile organic compounds (SVOCs) using Method 8270, and total lead using Method 6010.

If groundwater is encountered, a temporary monitoring well will be installed within each borehole. Collected groundwater samples will be placed in laboratory provided containers, then promptly placed on ice and shipped to Eurofins (or similar analytical laboratory) for analyses. Collected groundwater samples will be analyzed for VOCs using Method 8260, SVOCs using Method 8270, and total lead using Method 6010.

TTL will place soil cuttings in a roll-off box at each site. One composite sample of soil cuttings will be collected from each roll-off box for waste characterization. TTL will complete a Solid Waste Determination Form 300 for submission to the Alabama Department of Environmental Management (ADEM) for their review and approval. A summary report will be prepared for each site.

Asbestos Containing Materials (ACM) Survey

Preliminary plans indicate that one structure will be demolished as part of the realignment of the intersection of 5th Street and 30th Avenue. An Asbestos Containing Materials (ACM) survey will be necessary to determine if ACM is present. If ACM is determined to be present in the building(s) then the demolition debris will need to be properly disposed in a landfill that is permitted to accept ACM (i.e., friable or nonfriable). Due to the structure being proposed for demolition, a lead-based paint (LBP) survey is not required.

TTL will subcontract with Garry Pearson, Inc. to perform the ACM sampling and associated laboratory analysis. Accessible areas of the building will be visually surveyed for areas of suspect ACM. Bulk samples of suspect ACM will be collected and analyzed by a NVLAP-accredited laboratory. An asbestos inspection report listing suspect materials that were sampled and a summary of the analytical results will be provided to the City. Inspections and sample collection and analysis will be conducted in accordance with regulations and protocols found at 40 CFR 745 (EPA AHERA regulations).

Aquatic Resources Delineation

TTL will conduct a delineation of aquatic resources within the site according to methods found in the United States Army Corps of Engineers (USACE) Wetland Delineation Manual (1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic Gulf Coastal Plain v. 2.0 (dated November 2010). Jurisdictional streams will be identified using the North Carolina Division of Water Quality, Methodology for Identification of Intermittent and Perennial Streams and Their Origins, Version 4.11, dated September 1, 2010.

The delineation will include the following:

- Review of topographic maps, aerial images, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) Maps and Natural Resources Conservation Service (NRCS) Soil Survey Maps.
- Delineate the wetland and upland boundary and streams using flagging marked with "Wetland Delineation" or standard stream flagging.
- Prepare wetland and stream data forms.
- Map the boundaries of wetlands and the centerlines of streams using a global positioning system (GPS) set to sub-meter accuracy.
- Observe drainage and connectivity to jurisdictional on-site and off-site wetlands, streams, or other waters of the U.S.

TTL also requires that the client secure access to the entire property to be reviewed. Through authorization of this proposal, TTL assumes that appropriate access has been obtained by you (the client). Please notify TTL in writing if there are any particular site access requirements (gate keys, check-in requirements, etc).

Following the wetland and stream delineation, TTL will prepare an Aquatic Resources Report (Report). The Report will include USACE Wetland Data Sheets, Stream Data Sheets, and a map of the jurisdictional features that can be used for USACE jurisdictional determination. Upon request, a .dxf or .shp file of the delineated features can be provided.

Jurisdictional Determination

TTL will not request a jurisdictional determination without first obtaining permission from the City. Upon approval by the City, TTL will submit the Report along with the appropriate Jurisdictional Determination Form to the USACE and request a determination. The USACE typically requires a site visit to verify on-site aquatic features. TTL will coordinate with the USACE to schedule a site visit and accompany the USACE during the site visit. Modifications to the Report resulting from the USACE site visit will be incorporated into a revised Report (if necessary) and resubmitted to the USACE for a final determination. If a USACE permit application is required for authorization of the proposed project, TTL recommends submitting the jurisdictional determination concurrent with the permit application/notification.

If the USACE is not engaged regarding a jurisdictional determination, TTL is neither responsible for the final determination of jurisdictional features within the review corridor, nor responsible for violations associated with unauthorized activities that may occur within areas that may be deemed jurisdictional by the USACE.

Protected Species Habitat Assessment & Coordination

Concurrent with the delineation field work, TTL will evaluate and document existing habitats within the project corridor with regard to the potential for protected species to occur within the project area. Following the completion of field work, TTL will prepare and submit a letter to the ALDOT for submittal to USFWS requesting comment regarding the potential presence of threatened and/or endangered species within proposed development areas. The letter will include a brief description of the current on-site environments, federally listed species for the project area, and select site photographs. TTL will respond to questions and comments the ALDOT or USFWS may have as needed. *Should the ALDOT or USFWS require additional assessment of the property, TTL will submit a separate proposal for this service.*

Phase I Cultural Resource Survey & Coordination

TTL will subcontract with TerraXplorations, Inc (TerraX) to complete a Phase I Cultural Resource Survey. The Phase I Cultural Resource Survey will include background research and fieldwork to evaluate the project site for potential for culturally-sensitive artifacts. A report of findings will be prepared and submitted fully describing the conduct, results, and recommendations of the survey. The components of the study will comply with the standards set by the Alabama Historic Commission (AHC).

Following completion of the Phase I survey, TTL will prepare and submit request for Section 106 Project Review to the ALDOT to review the findings and request concurrence to their opinion from the AHC regarding potential impacts to National Register of Historic Places (NRHP) resources or other significant, protected cultural resources or historical properties. The Project Review Consultation request will include the following:

- Project location
- Project description
- Site photographs
- Detailed maps or other drawings depicting proposed activities

TTL will respond to questions and comments the ALDOT and/or AHC may have as needed. *Should the AHC or other regulatory agency require additional assessment of the property, TTL will submit a separate proposal for this service.*

USACE Nationwide Permit Pre-Construction Notification

Based on preliminary review of the project corridor it appears that aquatic features jurisdictional under Section 404 of the Clean Water Act are located within Van De Graaff Park along Mill Creek. Filling of USACE jurisdictional features requires a U.S. Department of the Army permit. Projects which impact less than 0.5 acre of waters of the U.S. (WOTUS) are typically able to be authorized via a Nationwide Permit. TTL's preliminary opinion is that project impacts will likely meet the criteria of a Nationwide Permit and will require submittal of a Pre-Construction Notification (PCN) to the USACE. TTL will prepare and submit a PCN for proposed project to include:

- USACE PCN Form;
- Description of complete project;
- Project purpose and justification;
- Detailed drawings depicting proposed impacts;
- Evaluation of current wetland functional value, if necessary;
- Wetland and Stream data forms;
- Documentation of coordination with the USFWS for Threatened and Endangered Species;
- Documentation of coordination with the SHPO for cultural/historic resources
- Mitigation coordination
    - Based on final project impacts to WOTUS, you may be required to mitigate for the loss of aquatic resources prior to commencing the activity. The USACE typically requires mitigation to offset unavoidable impacts to aquatic resources. However, an applicant may request a mitigation waiver if impacts to streams are less than 0.03 acre or if impacts to wetlands are less than 0.10 acre. Should proposed impacts to jurisdictional aquatic resource be less than the above limits, TTL will request that mitigation be waived. If mitigation is required, TTL recommends mitigation be completed through the purchase of credits at a USACE-authorized mitigation bank. TTL will coordinate with approved mitigation banks to provide cost effective mitigation. This task only includes coordination efforts with mitigation banks and does not include costs associated with actual mitigation purchase.

TTL will coordinate/provide additional information as requested by the USACE. Should agencies request information that has not been previously acquired or that which may require additional analysis or evaluation, TTL will submit a separate proposal to outline the appropriate scope and items to address agency requirements. Should project plans change, or on-site conditions differ from anticipated conditions, and the project no longer meet the limits of a Nationwide Permit, TTL will submit a proposal for authorization to complete a standard permit.

FEES/COSTS

Fees are itemized on the Other Services section of the proposal including the mitigation budget detailed below.

Additionally, TTL estimates a mitigation budget of $12,000. This estimate assumes that 0.25 acre of wetland is impacted by fill, requiring 0.25 wetland credits, and that mitigation credits are available at a cost of $48,000 per credit. Please note that mitigation costs are subject to change due to factors outside of TTL's control (i.e., actual impacts, credit availability, mitigation bank watershed, unit cost, etc.). Please note, this fee is provided for planning purposes only. TTL assumes that the City will directly purchase any required mitigation credits.

*It should be noted that this estimated fee does not include tribal consultation fees, fees which may associated with publication or advertisement of the public notice, or any other fee not explicitly identified herein. TTL assumes that all direct costs associated with the publication of the public notice and tribal consultation fees will be paid directly by the City.

Should additional tasks be required during the course of the project, we will notify you at such time and proceed upon receipt of your written authorization. If you have any questions or need further details concerning the tasks outlined above, please let us know.

Completion of the proposed scope involves correspondence with State and Federal resource agencies. As the schedule for receipt of some of the material that TTL will rely upon is not within our control, we cannot identify the final completion date of the NEPA evaluation. Therefore, TTL will invoice the City monthly as we progress toward project completion.

GEOTECHNICAL SERVICES

Geotechnical Scope

Based on information provided by the City of Northport, we understand that the project will include the construction of new sidewalks along the north and south sides of 5th Street; a new pedestrian bridge over Mill Creek; pavement resurfacing; pavement patching and repairs to the 5th Street bridge abutments; and two intersection realignments, one at the intersection of 5th Street and Robert Cardinal Airport Road and the other at the intersection of 5th Street and 30th Avenue.

The objective of this scope of services is to collect subsurface data within the footprint of the proposed new pedestrian path, realigned intersections, bridge abutments, and pedestrian bridge abutments to develop geotechnical recommendations for design and construction of the project.

Field Exploration (Soil Test Borings)

We propose to explore subsurface conditions using 19 soil test borings performed with a drilling rig. We plan to drill 11 borings in the footprint of the proposed pedestrian path; 1 boring in the footprint of each pedestrian bridge abutment; 1 boring in each bridge abutment on 5th Street; and 2 borings at each intersection realignment. Utilities and wetlands are expected to limit boring location access.

The borings will extend to depths of approximately 6 feet below ground surface (bgs) along the proposed pedestrian path, to depths of approximately 11 feet bgs as proposed intersection improvements, and to depths of approximately to 51 bgs, or auger refusal, whichever is encountered first at the proposed pedestrian bridge abutment and 5th Street bridge abutment. The boring locations will be field-located by TTL personnel and recorded using a hand-held Global Positioning System (GPS) unit.

Cores will be taken from the asphalt pavement along the project to determine the thickness and condition of the in-place asphalt pavement. We propose to core the pavement at approximately 12 locations along 5th Street.

We will contact Alabama 811 to have participating utility companies notified of the pending subsurface penetrations. Private underground utilities that may be present will need to be located and marked on the ground surface by others prior to our arrival on site. We expect that the City of Northport will aid in coordinating locating private utilities. We are not responsible for damage to underground utilities that are not clearly marked or that are improperly marked at the ground surface at the time of our exploration. We assume that right-of-entry permission is granted, or will be obtained by others, if needed.

The borings will be made using a truck or ATV mounted drilling rig and standard penetration testing (SPT) continuous in the upper 6 feet, 2.5-foot intervals until 16 feet, then 5-foot intervals thereafter until boring termination or auger refusal, whichever is encountered first. A TTL professional will be present to supervise drilling and to visually classify the soil samples using the Unified Soil Classification System (ASTM D2487 and D2488) as a guide.

The boreholes will be checked for the presence of subsurface water upon completion. The boreholes will be backfilled with soil cuttings after making final observations for groundwater. Return trips to top-off borehole backfill that settles, which may happen, is not included in our scope but can be performed, if desired, as an additional service for an additional fee. Site restoration other than backfilling borings is not included in our scope of services.

Laboratory Testing

Representative soil samples will be tested in TTL's laboratory for grain size distribution, Atterberg limits, and moisture content.

Engineering Recommendations and Report

We will use the data from our site observations, test borings, laboratory tests, and our evaluation of the encountered soil conditions to develop geotechnical engineering recommendations for the project. Our recommendations will be presented in a written report that will be submitted electronically in PDF format. The report will address site conditions, geologic conditions, exploration methods, subsurface conditions, and laboratory results. The report will also include a site location map, exploration location plan, boring logs, and laboratory test data. The report will include recommendations for site earthwork, pedestrian bridge foundation recommendations, and pavement recommendations. We understand that scour analyses for bridge foundations will be performed by others.

TTL

2023 FEE SCHEDULE

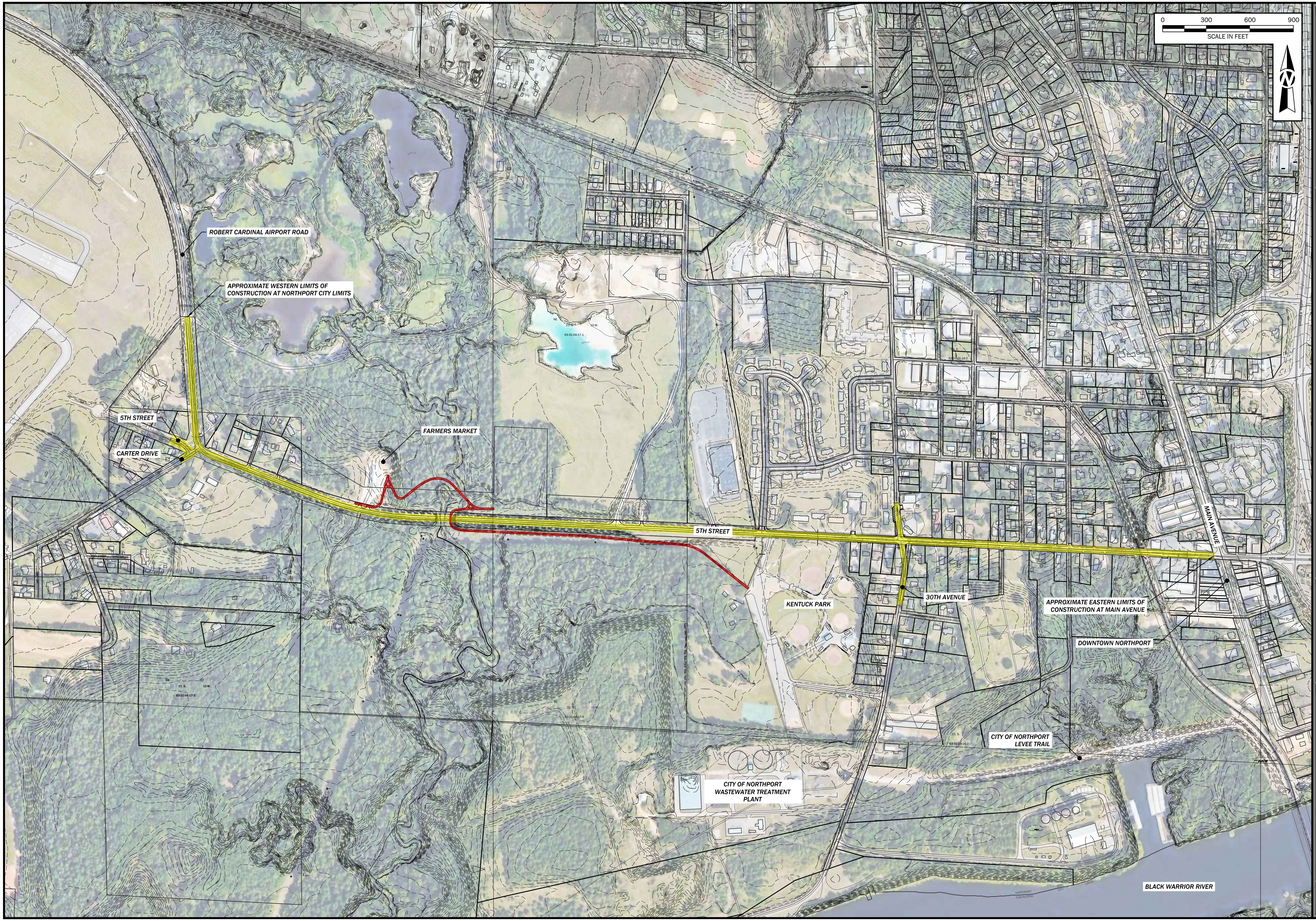
Staff Position	Rate
Project Administrator I	$65.00 / Hour
Project Administrator II	$72.00 / Hour
Project Administrator III	$78.00 / Hour
Project Administrator IV	$84.00 / Hour
Project Administrator V	$95.00 / Hour
Project Administrator VI	$101.00 / Hour
Project Administrator VII	$109.00 / Hour
Project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

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

Printing Costs:	
Copier Prints (Black and White/Color)	$0.15/Sheet
Plotter Prints (Black and White)	$0.70/Sq Ft
Plotter Prints (Color)	$1.25/Sq Ft
Mylar Prints	$4.50/Sq Ft

Notes:

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



TTL

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

5TH STREET RESURFACING AND PEDESTRIAN IMPROVEMENTS AT THE BRIDGE DISTRICT

CITY OF NORTHPORT

5TH STREET FROM ROBERT CARDINAL AIRPORT ROAD TO MAIN AVENUE
NORTHPORT, ALABAMA

PRELIMINARY
(NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION)

Sheet Title
PROJECT SCOPE MAP

No.	Date	Revision Description

Drawn By: C G S
Checked By: M B P
Date: 08/30/2023
Proj. No.: 23-01-02730.00
File Name: _232730.Project Scope.dwg

Sheet No.
CONCEPT

5th Street Resurfacing and Pedestrian Improvements at The Bridge District

City of Northport

Engineer's Preliminary Opinion of Probable Construction Cost

September 1, 2023

Item No.	Quantity	Unit	Description	Unit Cost	Total
BASE BID					
General, Demolition, Clearing, Grubbing, and Earthwork					
1	1	l.s.	Payment and Performance Bonds	$45,000.00	$45,000.00
2	1	l.s.	Mobilization and Demobilization	$225,000.00	$225,000.00
3	10	acre	Demolition, Clearing, and Grubbing	$5,000.00	$50,000.00
4	100	l.f.	Removal/Stone Backfill of Existing Pipe (4" and Larger, all materials)	$50.00	$5,000.00
5	3400	s.y.	Remove Existing Pavements (Concrete and Asphalt)	$8.00	$27,200.00
6	100	c.y.	Slurry Fill of Abandoned Pipes (including bulkhead)	$300.00	$30,000.00
7	2	each	Remove Existing Structures (Storm or Sanitary)	$750.00	$1,500.00
8	1	l.s.	Demolition/Remove Existing Building (1 Building)	$50,000.00	$50,000.00
9	1	l.s.	Earthwork	$100,000.00	$100,000.00
10	10000	c.y.i.p.	Borrow Excavation	$15.00	$150,000.00
11	1000	c.y.i.p.	Topsoil Stripping and Stockpiling	$8.00	$8,000.00
12	750	c.y.	Topsoil Replacement (6" Min. Thickness)	$12.00	$9,000.00
13	5000	c.y.i.p.	Removal/Disposal/Replacement of Unsuitable Material	$25.00	$125,000.00
				Subtotal	***$825,700.00***
Base and Pave and Bridge Improvements					
14	1250	s.y.	Milling/Planing Existing Pavement (Thickness Varies)	$3.00	$3,750.00
15	3750	s.y.	Roadbed Processing	$2.00	$7,500.00
16	3138	s.y.	Crushed Aggregate Base Course, Type B, Plant Mixed, 825B (4" Thickness)(Concrete Drive and Sidewalk)	$10.00	$31,380.00
17	4350	s.y.	Crushed Aggregate Base Course, Type B, Plant Mixed, 825B (6" Thickness)(Shared Use Path)	$20.00	$87,000.00
18	3750	s.y.	Crushed Aggregate Base Course, Type B, Plant Mixed, 825B (6" Thickness)(Roadways, Roadway Widenings, and Parking Bays)	$12.00	$45,000.00
19	3750	s.y.	Bituminous Treatment A (Roadway Widenings and Parking Bays Only)	$1.00	$3,750.00
20	3600	gal	Tack Coat (0.10 gal/sy)	$4.50	$16,200.00
21	30000	s.y.	J Treatment (18" Wide Shoulders and over entire paved surface)	$4.00	$120,000.00
22	28500	s.y.	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Max. Aggregate Size, ESAL Range E, 165 lbs/sy (1.5" Compacted Thickness) (Roadway Overlay, Roadway Widenings, and Parking Bays)	$10.50	$299,250.00
23	4050	s.y.	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size (ALDOT 424A) (2" Compacted Thickness)(Shared Use Path)	$13.00	$52,650.00
24	3750	s.y.	Superpave Bituminous Concrete Binder Upper Layer, 1" Max. Aggregate Size Mix, ESAL Range E (Approx. 275 lbs/sy)(2.5" Compacted Thickness)(Roadway Widenings)	$14.00	$52,500.00
25	3750	s.y.	Superpave Bituminous Concrete Binder Lower Layer, 1" Max. Aggregate Size Mix, ESAL Range E (Approx. 275 lbs/sy)(2.5" Compacted Thickness)(Roadway Widenings)	$14.00	$52,500.00
26	175	s.y.	Asphalt Patching (5.5" Compacted Thickness)(As Directed by Owner's Representative)	$60.00	$10,500.00
27	1	l.s.	5th Street Bridge Improvements	$200,000.00	$200,000.00
28	1	l.s.	Mill Creek Pedestrian Bridge(s)	$500,000.00	$500,000.00
29	2550	s.y.	Concrete Sidewalk (4" Min. Thickness)	$35.00	$89,250.00
30	825	s.y.	Concrete Residential Driveway (6" Min. Thickness)	$65.00	$53,625.00
31	70	s.y.	Concrete Commercial Driveway (8" Min. Thickness)	$100.00	$7,000.00
32	230	s.y.	Gravel Drive	$35.00	$8,050.00
33	1500	s.y.	Crushed Stone Shoulder (6" Thick)	$25.00	$37,500.00
34	12	each	ADA Ramps	$1,200.00	$14,400.00
35	150	s.f.	Truncated Dome Pavers	$30.00	$4,500.00
36	3550	l.f.	2' Combination Curb and Gutter	$25.00	$88,750.00
37	720	l.f.	4' Valley Gutter	$35.00	$25,200.00
				Subtotal	***$1,810,255.00***
Storm Drainage System Improvements					
38	100	l.f.	15" R.C. Pipe, Class 3	$100.00	$10,000.00
39	100	l.f.	18" R.C. Pipe, Class 3	$125.00	$12,500.00
40	50	l.f.	24" R.C. Pipe, Class 3	$150.00	$7,500.00
41	80	l.f.	30" R.C. Pipe, Class 3	$175.00	$14,000.00
42	4	each	Type "S" Inlet (1 Wing)	$5,000.00	$20,000.00
43	2	each	Type "S" Inlet (2 Wing)	$5,500.00	$11,000.00
44	2	each	Combination Curb and Grate Inlet	$7,000.00	$14,000.00
45	4	each	Concrete Junction Box	$5,000.00	$20,000.00
46	1	each	30" Concrete Headwall	$4,500.00	$4,500.00
47	2	each	Concrete Collar	$2,500.00	$5,000.00
48	4	each	Tie to Existing Storm Structure	$1,500.00	$6,000.00
49	2	each	Remove S-Inlet Top and Replace with Junction Box	$4,000.00	$8,000.00

50	2	each	Replace Curb Inlet Top (See Plans for Type)	$2,500.00	$5,000.00
51	200	tons	Permanent Riprap, Class 2 w/Filter Fabric	$60.00	$12,000.00
				Subtotal	*$149,500.00*
Sanitary Sewer System Improvements					
52	100	l.f.	4" PVC SDR 26 Sanitary Sewer Lateral	$80.00	$8,000.00
53	100	l.f.	6" PVC SDR 26 Sanitary Sewer Lateral	$80.00	$8,000.00
54	100	l.f.	8" PVC SDR 26 Sanitary Sewer Main (0' - 8' Cut)	$100.00	$10,000.00
55	12	v.f.	Standard Precast Manhole	$350.00	$4,200.00
56	10	each	Remove/Reset Manhole Ring and Covers Flush with Finished Asphalt Grade	$1,000.00	$10,000.00
57	5	each	Sewer Lateral Service Connection to Existing Lateral	$750.00	$3,750.00
58	2	each	Tie to Existing Sewer Pipe (Includes Rubber Sewer Coupling)	$1,000.00	$2,000.00
59	2	each	Tie to Existing Manhole (Includes excavation, coring, gaskets, grouting, etc.)	$1,500.00	$3,000.00
60	1	l.s.	Bypass Pumping	$12,000.00	$12,000.00
61	100	l.f.	Sanitary Sewer Air/Mandrel Testing and Video Inspection	$20.00	$2,000.00
				Subtotal	*$62,950.00*
Water Distribution Improvements					
62	100	l.f.	8" D.I. CL 350 Compression Joint Water Main	$80.00	$8,000.00
63	100	l.f.	6" D.I. CL 350 Compression Joint Water Main	$75.00	$7,500.00
64	100	l.f.	2" PVC CL 200 Water Main	$45.00	$4,500.00
65	560	l.f.	Water Service Line (All Sizes)	$30.00	$16,800.00
66	2	each	8" Gate Valve and Valve Box	$2,000.00	$4,000.00
67	4	each	6" Gate Valve and Valve Box	$1,200.00	$4,800.00
68	2	each	2" Gate Valve and Valve Box	$750.00	$1,500.00
69	2	each	12" x 8" Tapping Sleeve and Valve and Valve Box	$7,500.00	$15,000.00
70	2	each	8" x 8" Tapping Sleeve and Valve and Valve Box	$5,000.00	$10,000.00
71	2	each	8" x 6" Tapping Sleeve and Valve and Valve Box	$3,500.00	$7,000.00
72	8	each	Direct Domestic Service Tap (All Sizes)	$800.00	$6,400.00
73	28	each	Domestic Water Meter Box	$350.00	$9,800.00
74	6	each	Tie to Existing Water Main	$750.00	$4,500.00
75	28	each	Tie to Existing Water Service	$550.00	$15,400.00
76	4	each	Cut/Cap Existing Water Main (All Sizes)	$150.00	$600.00
77	4	each	Permanently Plug and Turn Off Existing Gate Valve	$650.00	$2,600.00
78	2	each	Flush Assembly	$1,200.00	$2,400.00
79	4	each	Fire Hydrant Assembly	$4,500.00	$18,000.00
80	1	l.s.	Pressure Testing and Disinfection	$3,500.00	$3,500.00
				Subtotal	*$142,300.00*
Erosion Control					
81	1	l.s.	Erosion Control Management and Maintenance	$35,000.00	$35,000.00
82	4000	s.y.	Erosion Control Netting (Min. 3.50 lb/ft2 Shear Stress Fabric)	$5.00	$20,000.00
83	2	acre	Temporary and Permanent Seeding and Mulching	$3,000.00	$6,000.00
84	2	acre	Hydroseeding and Mulching	$3,500.00	$7,000.00
				Subtotal	*$68,000.00*
Traffic Control and Temporary Striping					
85	1	l.s.	Traffic Control	$30,000.00	$30,000.00
86	1	l.s.	Construction Signs and Message Boards	$5,000.00	$5,000.00
87	40000	l.f.	Temporary Striping (All Colors)	$1.00	$40,000.00
88	14	each	Temporary Markings (All Colors)	$150.00	$2,100.00
89	14	each	Temporary Legends (All Colors)	$6.00	$84.00
90	330	l.f.	Temporary 2' Stop/Yield Bars	$13.50	$4,455.00
				Subtotal	*$81,639.00*
Permanent Signing and Striping					
91	10600	l.f.	Solid White, Reflective, Thermoplastic Traffic Stripe (4" Wide)	$2.50	$26,500.00
92	18200	l.f.	Solid Yellow, Reflective, Thermoplastic Traffic Stripe (4" Wide)	$2.50	$45,500.00
93	4000	l.f.	Dashed Yellow, Reflective, Thermoplastic Traffic Stripe (4" Wide)(Shared Use Path)	$2.50	$10,000.00
94	1130	l.f.	Solid White, Reflective, Thermoplastic Traffic Stripe (6" Wide)	$3.50	$3,955.00
95	1090	l.f.	Dotted White, Reflective, Thermoplastic Traffic Stripe (6" Wide)	$3.50	$3,815.00
96	175	l.f.	2' Stop Bar (Traffic Control Marking, Reflective, Thermoplastic)(White)	$15.00	$2,625.00
97	7	each	Arrows (Traffic Control Marking, Reflective, Thermoplastic)(White)	$150.00	$1,050.00
98	7	each	Only's (Traffic Control Legend, Reflective, Thermoplastic)(White)	$175.00	$1,225.00
99	375	s.f.	Channelization Striping Thermoplastic, Reflective	$6.00	$2,250.00
100	632	l.f.	Crosswalk (Traffic Control Marking, Reflective, Thermoplastic)(White)(All Widths)	$45.00	$28,440.00
101	10	each	Remove/Reset Existing Signs	$350.00	$3,500.00
102	10	each	Permanent Signs	$500.00	$5,000.00
				Subtotal	*$133,860.00*
Miscellaneous Items					
103	1	each	Project Sign	$3,500.00	$3,500.00
104	4000	s.y.	Geotextile Stabilization Mat (Mirafi HP570) (Only As Directed by the Owner's Representative)	$5.00	$20,000.00
105	1000	tons	ALDOT Stone for Miscellaneous Use as Directed by the Owner's Representative	$40.00	$40,000.00
106	1000	tons	Riprap for Miscellaneous Use as Directed by the Owner's Representative	$60.00	$60,000.00
107	500	l.f.	6" Underdrain (As Directed by Owner's Representative)	$25.00	$12,500.00
				Subtotal	*$136,000.00*

Landscape and Irrigation Improvements					
108	1	l.s.	Landscape Improvements	$50,000.00	$50,000.00
109	1	l.s.	Irrigation Improvements	$25,000.00	$25,000.00
110	8200	s.y.	Solid Sod	$6.00	$49,200.00
111	300	l.f.	Schedule 40 Irrigation Sleeves (All Diameters)	$22.00	$6,600.00
				Subtotal	*$130,800.00*
Electrical Improvements					
112	47	each	Decorative Metal Pedestrian Light Pole (15')	$8,000.00	$376,000.00
113	8	each	Decorative Metal Street and Pedestrian Light Pole (31')	$14,000.00	$112,000.00
114	5000	l.f.	Sch 40 PVC Conduit and System Wiring (All Diameter, Sizes) (City Lighting System)	$50.00	$250,000.00
115	5	each	Lighting Control Panel / IT Enclosure	$30,000.00	$150,000.00
116	4	each	Type 4 Utility Box (2.5'x4')	$1,000.00	$4,000.00
117	1	l.s.	Integration and Programming	$15,000.00	$15,000.00
				Subtotal	*$907,000.00*
Audio/Visual and Communications					
118	4000	l.f.	Sch 40 PVC Conduit (CCTV)	$32.00	$128,000.00
119	1	each	Lighting Control Panel / IT Enclosure	$30,000.00	$30,000.00
120	8	each	Type 5 Utility Box (3'x5')	$2,000.00	$16,000.00
				Subtotal	*$174,000.00*
*Private Utility Company Electrical***					
121	500	l.f.	5" Sch 40 PVC Conduit (APCO)	$42.00	$21,000.00
122	2	each	Transformer Base (Single Phase) (APCO)	$1,500.00	$3,000.00
				Subtotal	*$24,000.00*
			Subtotal		*$4,646,004.00*
			10% Contingency		*$464,600.40*
			Total Site Cost		*$5,110,604.40*

**Power for pedestrian shared use path and intersection of 30th Avenue/5th Street

PROJECT NO. 23-2730 5th Street Resurfacing and Pedestrian Improvements
CITY OF NORTHPORT

Date Last Modified: 09/01/2023

Tract #	Parcel ID	Owner	Property Address	Existing Property (Acre)	ROW (sq.ft)	Estimated Right-of-Way (Acre)	Easement (sq. ft)	Estimated Permanent Easement (Acre)	2022 Land Value	Land % Taking	2022 Land Value by % Taking at 20%	2022 Building and Improvements Value	Building and Improvements % Taking	2022 Building and Improvements Value by % Taking at 20%	Total 2022 Appraised Value	Total 2022 Appraised Value by % Taking	Improvements	Appraised Value	Date Presented	Accepted/Rejected	Notes	
1	63 31 04 17 4 003 003.000	Leatherwood Lewis L	4501 5th St Northport, AL	0.59	1058.58	0.02			$10,200.00	4.12%	$84.03	$91,300.00	4.12%	$3,760.58	$101,500.00	$4,180.71						43,560.00
2	63 31 05 16 3 001 008.000	Trinity Properties LLC	3019 5th St Northpport, AL	0.34	743.55	0.02			$8,700.00	5.02%	$87.36	$78,400.00	5.02%	$3,936.04	$87,100.00	$4,372.82						
3	63 31 05 16 3 001 007.000	Tierce Memmon III	3015 5th St Northport, AL	0.40	1016.42	0.02			$9,900.00	5.83%	$115.50	$42,100.00	5.83%	$2,455.88	$52,000.00	$3,033.39						
4	63 31 05 16 3 001 006.000	Tierce Properties LLC	3011 5th St Northport, AL	0.38	1154.82	0.03			$9,800.00	6.98%	$136.74	$94,700.00	6.98%	$6,606.83	$104,500.00	$7,290.53						
5	64 31 05 16 4 016 006.000	Jacinto Juan C & Ana Juan Miguel	3005 5th St Northport, AL	0.37	1098.59	0.03			$33,900.00	6.82%	$462.14	$150,400.00	6.82%	$10,251.65	$184,300.00	$12,562.36						
6	63 31 05 16 4 016 005.000	Maxwell Ellen Lea & Christy Stellene Maxwell	3001 5th St Northport, AL	0.36	15681.60	0.36			$31,600.00	100.00%	$6,320.00	$268,800.00	100.00%	$268,800.00	$300,400.00	$300,400.00						
7	63 31 05 16 4 010 009.000	Chism Holdings LLC	2910 5th St Northport,AL	1.56	7960.49	0.18			$53,700.00	11.71%	$1,258.15	$406,200.00	11.71%	$47,584.69	$459,900.00	$53,875.43						
8	63 31 05 16 4 016 004.000	Guyete Remi	408 30th Ave Northport, AL	0.21	420.00	0.01			$5,100.00	4.59%	$46.83	$173,000.00	4.59%	$7,943.07	$178,100.00	$8,177.23						
9	63 31 05 16 4 016 003.000	Wynne Ruthe D	406 30th Ave Northport, AL	0.22	450.00	0.01			$5,100.00	4.70%	$47.90	$171,200.00	4.70%	$8,039.07	$176,300.00	$8,278.55						
10	63 31 05 16 4 016 003.001	Miller James & Wanda Miller	404 30th Ave Norhtport, AL	0.22	450.00	0.01			$5,100.00	4.70%	$47.90	$164,100.00	4.70%	$7,705.67	$169,200.00	$7,945.15						
11	63 31 05 16 4 016 002.001	Williams Barry A Sr Etux	312 30th Ave Northport, AL	0.39	825.33	0.02			$9,000.00	4.86%	$87.45	$73,500.00	4.86%	$3,570.78	$82,500.00	$4,008.01						
12	63 31 05 16 4 016 002.000	Williams Barry A Sr Etux	30th Ave Northport, AL	0.51	507.78	0.01			$6,800.00	2.29%	$31.09	$0.00	2.29%	$0.00	$6,800.00	$155.43						
13	63 31 05 16 4 015 017.000	Boyd Floyd Wilson Jr & Tracie Marie Boyd	2907 5th St Northport, AL	0.59	1208.02	0.03			$13,700.00	4.70%	$128.79	$85,800.00	4.70%	$4,032.94	$99,500.00	$4,676.89						
14	63 31 05 16 4 015 016.000	Layden Properties LLC	2817 5th St Northport, AL	1.36	2019.02	0.05			$68,000.00	3.41%	$463.50	$96,800.00	3.41%	$3,299.05	$164,800.00	$5,616.57						
15	63 31 05 16 4 015 015.000	Grant Terry L	2811 5th St Northport, AL	1.12	1475.60	0.03			$15,200.00	3.02%	$91.95	$80,200.00	3.02%	$2,425.70	$95,400.00	$2,885.43						
16	63 31 05 16 4 015 014.000	Wilson Kevin Allan	2807 5th St Northport, AL	0.37	722.02	0.02			$8,800.00	4.48%	$78.84	$100,200.00	4.48%	$4,488.77	$109,000.00	$4,882.99						
17	63 31 05 16 4 010 010.000	Sanders Ronald L Etux Sandra C	2820 5th St Norhtport, AL	0.48	930.91	0.02			$11,400.00	4.45%	$101.51	$142,900.00	4.45%	$6,362.25	$154,300.00	$6,869.81						
18	63 31 05 16 4 010 011.000	Lee Basil F	2812 5th St Northport, AL	0.85	1101.59	0.03			$12,900.00	2.98%	$76.76	$81,200.00	2.98%	$2,415.85	$94,100.00	$2,799.64						
19	63 31 05 16 4 010 012.000	Hunter Fredrick A & Ivy J Hunter	2806 5th St Northport, AL	0.22	630.83	0.01			$6,800.00	6.58%	$89.52	$40,300.00	6.58%	$2,652.81	$47,100.00	$3,100.44						
20																						
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			Totals	10.54		0.91		0.00	$325,700.00		$9,755.95	$2,341,100.00		$396,331.62	$2,666,800.00	$445,111.39						

Some records reflect $0.00 value for the land and building/improvements, but reflect a total appraisal value. In these cases, we took the % or the total appraise value.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.5.
MEETING DATE: September 18, 2023
SUBJECT: Resolution Awarding Bid File 23-14 - Rear-Loading Garbage Truck

Unfinished Business:		New Business:	X	Consent Agenda:	
Public Hearing:		First Reading:		Second Reading:	

Prepared By: Summer Cockrell **Approved By: Brooke Starnes**

<u>Summary:</u>
The Public Works Department received bids for Furnishing One (1) Rear-Loading Garbage Truck, Bid File No. 23-14, on August 30,2023. The total winning bid is $237,362.62 from Southland Transportation Group as shown in the attached bid tabulation.

<u>Recommendation:</u>
Approve

<u>Funding Source/GL Code:</u>
GL Code No. 01--37-600-80000 Amount: $237,362.62

<u>Motion for Consideration:</u>
Approval of the Consent Agenda will approve this expense in the amount of $237,362.62 to Southland Transportation Group.

RESOLUTION NO 23-_____

RESOLUTION AWARDING THE BID FOR
BID FILE NO. 23-14 FURNISHING ONE (1) REAR-LOADING GARBAGE TRUCK

WHEREAS, on August 30, 2023 , the Department of Public Works received proposals for Bid File No. 23-14, Furnishing One (1) Rear-Loading Garbage Truck; and,

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

1) That the City Council award the bid to, Southland Transportation Group, the bidder meeting specifications and having the lowest total price as itemized in the bid tabulation attached as **Exhibit "A"**.

2) That the City Administrator is hereby authorized to approve, as needed, the purchase requisition for One (1) Rear-Loading Garbage Truck using the price from said bid file.

RESOLVED AND DONE this _________ day of _______________________ 2023.

THE CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: ___________________________
Jeff Hogg, Its President

ATTEST:

____
Glenda D. Webb
City Administrator

EXHIBIT "A"
BID TABULATION - BID FILE NO. 23-14
CITY OF NORTHPORT
REAR-LOADING GARBAGE TRUCK
Bid Opening August 30, 2023
at 9:00 A.M.

Bidder			
	Quantity	**Unit Price**	
Southland Transportation Group	1	$237,362.62	
Truckworx	1	$268,000.00	

Brad Hamner
Opened By

Summer Cockrell
Witnessed By

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.6.
MEETING DATE: September 18, 2023
SUBJECT: Resolution Establishing the Fees for Vacating the Public Right-Of-Way for Hightown Properties

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 fees for vacating the public right-of-way for Hightown Properties. Hightown Properties, LLC owns the property requesting to be vacated. Hightown Properties, LLC has filed with the City, a Declaration of Vacation of Right-of-Way. Hightown Properties, LLC will be responsible for legal fees in the amount of $150.00, advertising costs in the amount of $1,360.00 and value of ROW cost in the amount of $2,066.24. The total amount that Hightown Properties will be responsible for paying to the City is $3,576.24. There will be no fiscal impact to the City.

Recommendation:
I recommend that this request be approved.

Funding Source/GL Code:
GL Code No. N/A Amount: $ 0

Motion for Consideration:
I move that the City Council authorize the fees for vacating the public right-of-way for Hightown Properties.

RESOLUTION NO. 23-

RESOLUTION ESTABLISHING THE FEES FOR VACATING THE PUBLIC RIGHT-OF-WAY FOR HIGHTOWN PROPERTIES

WHEREAS, the property owner of Hightown Properties located within the city limits of Northport, AL have petitioned the City to vacate the right-of-way for said area; and

WHEREAS, Section 23-4-1 through Section 23-4-20, Code of Alabama, 1975 amended, establishes the procedure for vacating public right-of-way; and

WHEREAS, Section 11-49-6, Code of Alabama, 1975, amended, gives the City Council the authority to establish a fee for the vacation of public rights-of-way; and,

WHEREAS, the developer of Hightown Properties, located within the corporate limits of Northport, AL, has changed the masterplan for the development; and

WHEREAS, the City's Planning Commission has approved the revised masterplan for the development; and

WHEREAS, the vacation of right-of-way is required for this development to commence as master planned.

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

1. Vacating Hightown Properties located within the corporate limits, is in the best interest of the citizens of the City of Northport.
2. The Developer will pay all out of pocket expenses related to this vacation of right-of-way including outside legal fees, advertising, filing and recording.
3. The City Engineer is authorized to move forward with scheduling a public hearing.

RESOLVED AND DONE this the 18th day of September 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: ______________________________
Jeff Hogg
Its President

ATTEST:

____
Glenda D. Webb
City Administrator

Reading: September 18, 2023
Motion By:
Second By:

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.7.
MEETING DATE: September 18, 2023
SUBJECT: Resolution Authorizing the City Administrator to Execute a Proposal from Thompson Engineering for CE&I Services for Bridge Replacement on MLK, Jr. Blvd. over Two Mile Creek

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 proposal from Thompson Engineering for CE&I services for bridge replacement on MLK, Jr. Blvd. over Two Mile Creek. The fiscal impact to the City will be $484,733.92. Documentation is attached.

Recommendation:
I recommend that this request be approved.

Funding Source/GL Code:
GL Code No. Amount: $484,733.92

Motion for Consideration:
I move that the City Council authorize the City Administrator to execute a proposal from Thompson Engineering for bridge replacement on MLK, Jr. Blvd. over Two Mile Creek.

RESOLUTION NO. 23-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROPOSAL FROM THOMPSON ENGINEERING FOR CE&I SERVICES FOR BRIDGE REPLACEMENT ON MLK, JR. BLVD. OVER TWO MILE CREEK

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute a proposal from Thompson Engineering for CE&I services for bridge replacement on MLK, Jr. Blvd. over Two Mile Creek; and,

WHEREAS, the total cost of the CE&I services is $484,733.92.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to execute a proposal from Thompson Engineering for CE&I services for bridge replacement on MLK, Jr. Blvd. over Two Mile Creek. The total cost of the CE&I services is $484,733.92. The City Administrator is authorized to approve all requisitions for this project.

RESOLVED AND DONE THIS 18th DAY OF SEPTEMBER 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST: **BY:** ______________________________

Jeff Hogg, Its President

____

Glenda D. Webb
City Administrator

Reading: September 18, 2023
Motion:
Second:

thompson
ENGINEERING

August 3, 2023

Ms. Tera Tubbs, PE
City of Northport Engineer
3500 McFarland Blvd.
Northport, AL 35476

Re: STPSU-6322(255) – Bridge Replacement and Approaches (Grading, Drainage, Pavement, and Bridge Replacement) on CR-47 (Martin Luther King Jr. Boulevard) over Two Mile Creek from the junction of Red Bird Drive to the junction of Park Court in Northport– Construction Engineering and Inspection Services – Thompson Proposal No.: 23-2131-0022

Dear Ms. Tubbs:

Thompson Engineering (Thompson) is pleased to submit our proposal for engineering services on the above referenced project. Thompson appreciates the opportunity to present this fee scope and fee proposal for your review and approval.

Project Staffing Plan & Costs

See attached.

Scope of Work

The specific scope of work below addresses project concerns at the time of this proposal.

- Inspection, project management, supervision during construction, processing pay estimates, progress reports, project field book & diary, contract compliance, and the close-out process.
- Project closeout includes the final plan assembly, ticket and test report binder, final quantity agreement, SJ-120, SJ-120 AOE, overrun/underrun letter, and BMT-38.

A person's exact pay rate will be utilized. This rate will fall under the classifications shown above and reflect the ALDOT-approved overhead rates. If someone of another classification is utilized on the project, or someone of the same classification shown but a different pay rate, the applicable rate would be used with the approved ALDOT-audited rate.

Mileage is estimated considering the approximate distance of the Thompson office from the project location. This office is located approximately 3 miles from the project site. If more mileage is accrued during the project, it will be reflected on the monthly estimate. This mileage will only be mileage that is pertinent to the project and will be billed at $0.655 per mile.

The project staffing plan is based strictly on the estimated number of working days to complete the requested items of work to be performed under the construction contract. In the event additional fees become necessary, Thompson will notify the Client immediately and request approval before these fees are assessed. Since Thompson was selected for this work using "X. Alternate Selection Process" from the *ALDOT Procedure for Selection of Architect and/or Engineering Services,* the terms from Thompson's CE&I Contract No. 2633 with ALDOT will apply to this proposal.

Work Authorization and Schedule

Provided the scope and fees are acceptable, authorization for the work may be initiated by receipt of the executed General Terms and Conditions attached hereto. Thompson will be able to begin work within 14 days of receiving a written authorization to proceed.

Compensation

Thompson proposes to perform these services for an estimated fee of **$484,733.92**. Services will be invoiced on a monthly basis at or near the end of each month. Payment of invoices shall be received within 30 days of the date of the invoice.

Closure

Thompson Engineering appreciates this opportunity to submit our proposal for CE&I services. We trust that the scope of services and fees outlined herein are acceptable and within your project plans and look forward to commencement of work. Should any questions arise regarding the technical scope and/or schedule of fees for this proposal, please advise.

Respectfully submitted,
THOMPSON ENGINEERING, INC.

Craig P. Williams, PE Principal – Team Leader

Clay B. Randolph, PE Senior Engineer

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter **Thompson Engineering**) and the undersigned Client ("referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

1. SCOPE OF WORK

Thompson Engineering shall perform such services as are described in this contract and as described in Exhibit A (the "Work").

2. INVOICES

The Client shall pay **Thompson Engineering** for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on **Thompson Engineering's** standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. **Thompson Engineering** will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. If **Thompson Engineering** personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, **Thompson Engineering** shall be reimbursed on a time and material basis in accordance with **Thompson Engineering's** then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

3. RIGHT OF ENTRY

The Client will provide for right of entry of **Thompson Engineering** personnel and all necessary equipment, in order to complete the Work. While **Thompson Engineering** will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be **Thompson Engineering's** responsibility.

4. UTILITIES

In the execution of its Work, **Thompson Engineering** will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold **Thompson Engineering** harmless for any damages to subterranean structures or utilities which are not called to **Thompson Engineering's** attention and correctly shown on the plans furnished by the Client.

5. SAMPLES

Thompson Engineering will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by **Thompson Engineering**, as instruments of service, shall remain the property of **Thompson Engineering**. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. **Thompson Engineering** will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times. All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. **Thompson Engineering** consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

7. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

8. PROFESSIONAL RESPONSIBILITY

Thompson Engineering represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by **Thompson Engineering** and that the data interpretations and recommendations of **Thompson Engineering's** personnel are based solely on the information available to them. **Thompson Engineering** will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

9. LIMITATION OF LIABILITY

A. This Agreement shall exclude all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health. B. For claims not excluded by Paragraph A, the Client agrees to limit **Thompson Engineering's** liability to the Client for any and all claims, losses, costs, or damages whatsoever on any project arising from this Agreement and/or performance of the work by **Thompson Engineering**, such that the total aggregate liability of **Thompson Engineering** to the Client shall not exceed $50,000 or **Thompson Engineerin**g's total fee for the services rendered on the project, whichever is less. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to **Thompson Engineering**, which liability may arise on account of **Thompson Engineering's** performance of services or its acts, errors and omissions.

10. INSURANCE

Thompson Engineering represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which **Thompson Engineering** deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. **Thompson Engineering** shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

11. INDEMNIFICATION

The Client shall indemnify and hold **Thompson Engineering** harmless from and against any and all losses, claims (including third party claims), damages, judgments, fees, fines, penalties and other amounts (including, without limitation, any with respect to sickness, bodily injury, wrongful death and property damage), including attorney's fees and court costs, arising directly or indirectly out of or alleged to have arisen out of the performance of Work under this Agreement or any breach by Client of its obligations hereunder, which indemnity shall not be limited by reason of the existence or nonexistence of any insurance. As used in this paragraph, the term **Thompson Engineering** shall mean to include any parent, subsidiary or affiliated companies of **Thompson Engineering** and any directors, officers and employees of any of the same.

12. ASSIGNS

Neither the Client nor **Thompson Engineering** may delegate, assign sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

13. SAMPLING OR TEST LOCATION

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in **Thompson Engineering's** report or shown on sketches will be based upon information furnished by others or estimates made in the field by **Thompson Engineering's** representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies a test or boring location, **Thompson Engineering** reserves the right to deviate a reasonable distance from the location specified. **Thompson Engineering** reserves the right to terminate its obligation to perform any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to **Thompson Engineering** prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in **Thompson Engineering's** standard fee schedule.

14. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the Client after giving serious consideration to the effects of such an order. Under no circumstances will **Thompson Engineering** take the initiative in issuing this order. **Thompson Engineering** will only provide data and recommendations.

15. ROOF CUTS

To obtain accurate information in a roof investigation, roof cuts may be necessary. It is the responsibility of our Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. A roofing contractor or maintenance personnel selected by Client should be on the roof to make repairs at the time the samples are obtained. **Thompson Engineering** can make temporary repairs at the time of **Thompson Engineering's** inspections, but additional charges may be incurred. Although every attempt will be made to make these repaired areas watertight, **Thompson Engineering** will in no way be responsible for any water damage to the roofing system, building, or its contents resulting from **Thompson Engineering's** temporary repairs.

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing, **Thompson Engineering** shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and **Thompson Engineering**, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow **Thompson Engineering** to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents. **Thompson Engineering** shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. Thomson Engineering shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. **Thompson Engineering** does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

17. SAFETY

Should **Thompson Engineering** provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by **Thompson Engineering** does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

18. HAZARDOUS SUBSTANCES

Client agrees to advise **Thompson Engineering**, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

19. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by **Thompson Engineering** (and **Thompson Engineering's** independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and **Thompson Engineering** shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by **Thompson Engineering** for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to **Thompson Engineering**, or to **Thompson Engineering's** subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless **Thompson Engineering** and **Thompson Engineering's** subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

20. GOVERNING LAW

This agreement shall be governed by the laws of the State of Alabama and the United States.

21. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and **Thompson Engineering** and supersedes all prior negotiations, representations and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

22. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Approved and Authorized by*:

Glenda D. Webb

Client: City of Northport
3500 McFarland Blvd.
Northport, AL 35476

Estimated Fee: $484,733.92

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

Address: 3500 McFarland Blvd.
Northport, AL 35476

By: Craig P. Williams, PE
As its: Principal
Date: 8/03/2023

Address: 2900 8th Street
Tuscaloosa, AL 35401

*-Individual with authority and the company responsible for payment of Thompson Engineering's services.

Please return executed copy of these terms and conditions to the attention of:

Craig P. Williams, PE
cwilliams@thompsonengineering.com
2900 8th Street
Tuscaloosa, AL 35401
(205) 361-5991

CITY OF NORTHPORT, ALABAMA

CONTRACT TO FURNISH ENGINEERING AND RELATED SERVICES TO THE CITY OF NORTHPORT FOR DESIGN AND CONSTRUCTION OF A PUBLIC WORKS PROJECT

JOHN HINTON, MAYOR

CITY COUNCIL OF NORTHPORT

Council Members:

CHRISTY BOBO
WOODROW WASHINGTON
KARL WIGGINS
JAMIE DYKES
JEFF HOGG

Glenda Webb, City Administrator

STPSU-6322(255) - Bridge Replacement and Approaches on Martin Luther King Blvd over Two Mile Creek
PROJECT: ___________________________________

FOR: Engineering Department
(City Department)

(2023)

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STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF NORTHPORT)

CONTRACT TO FURNISH ENGINEERING AND RELATED SERVICES TO THE CITY OF NORTHPORT FOR DESIGN AND CONSTRUCTION OF A PUBLIC WORKS PROJECT

(Project Name: Bridge Replacement and Approaches on Martin Luther King Blvd over Two Mile Creek)
(Project Number: STPSU-6322(255))

THIS AGREEMENT made and entered into on this the ____ day of ________________________, 2023, by and between the firm of Thompson Engineering , a Professional Engineering Corporation, hereinafter referred to as the ENGINEER, which will provide engineering 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:

W-I-T-N-E-S-S-E-T-H:

ARTICLE 1 - THE PROJECT

The "Project" (hereinafter referred to as the Project or Projects as the case may be) includes the following public works construction and/or improvements and related facilities and appurtenances:

GENERALLY:
Bridge Replacement and Approaches (Grading, Drainage, Pavement, and Bridge Replacement) on CR-47 (Martin Luther King Jr. Boulevard) over Two Mile Creek from the junction of Red Bird Drive to the junction of Park Court in Northport

Without limiting the generality of the foregoing, specifically the scope of services to be performed by ENGINEER are as more particularly set forth in the attached document entitled ________________________________, which is attached hereto and adopted herein by reference as Exhibit "A". Any changes in the scope of services as set forth herein or in Exhibit "A" shall only be by amendment, in writing, duly authorized and executed by the parties.

ARTICLE 2 – DEFINITIONS

Unless the context clearly indicates otherwise, the following terms shall have the meaning ascribed to them:

A. **Contract Documents.** Contract documents are defined as including, but not limited to plans, drawings, specifications, contracts, bond requirements, bonds, insurance requirements, legal requirements, general conditions, special conditions, advertisement, addenda, instructions to bidders, change orders, change order requests, and any written modifications to any such documents.

B. **Contractor.** The Contractor shall generally be defined as the construction entity with whom the OWNER contracts to construct the work (Project). The Contractor is responsible to the OWNER for his subcontractors, suppliers, etc. The OWNER and ENGINEER shall recognize and conduct business with the prime contractor. However, the ENGINEER shall treat all work by subcontractors or suppliers the same as if the work had been performed or furnished solely by the prime contractor. The prime contractor has full responsibility and is solely responsible for the actions or inactions and work of his subcontractors. In the event the OWNER is utilizing a construction management format, CONTRACTOR shall refer to each trade contractor.

C. **Direct Expenses.** That, the ENGINEER'S direct expenses are defined as the costs incurred on or directly for the project (other than the salary and general overhead costs as defined herein before). Such direct expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the ENGINEER. Direct expenses shall include, but not be limited to, necessary transportation costs, including mileage when the ENGINEER'S own automobiles are used, meals and lodging, field and laboratory tests and analyses, automatic typing equipment services, telephone, printing, binding and mailing charges, relocation and travel expenses of employees to the project(s) area as necessary, and all costs associated with subconsultants, and other outside services and facilities.

D. **Engineer.** The ENGINEER shall generally be defined as the party with whom the OWNER contracts to provide engineering and related services pursuant to this AGREEMENT. The term "ENGINEER" shall generally include its officers, employees, agents, consultants, and contractors to the ENGINEER.

E. **Gender**: A word importing one gender shall, if appropriate, extend to and be applied to the other gender. The masculine shall include the feminine and vice-versa, unless the context clearly indicates otherwise.

F. **Hourly Rate or Hourly Per Diem Rate.** The hourly rate per classification of employee of ENGINEER reflected at the rate per hour or one-eighth (1/8) of the tabulated per diem rate for a normal eight (8) hour workday. The hourly rate and/or the per diem hourly rate include all overhead as herein defined. Hourly Rates are defined as those rates charged for work directly performed on the Project by ENGINEER at the indicated labor classifications of ENGINEER as set forth on the ENGINEERS hourly rate schedule attached hereto and adopted herein by reference. These rates encompass all elements of compensation, indirect expense and reimbursement including but not limited to profit, salary cost, general overhead, general overhead cost, payroll burden, indirect expenses, computing systems, special health and safety requirements of the Occupational Safety and Health Administration (OSHA), and telecommunications services, but not direct expenses and are subject to annual calendar year adjustments not to exceed the Consumer Price Index. The hourly rate and/or the per diem hourly rate does not include direct expenses.

G. **General Overhead**. That, for the purpose of defining general overhead, general overhead costs are defined as a percentage of all firmwide direct salaries on all client projects necessary to cover salary overhead, defined as all firmwide taxes, payments, benefits, and premiums such as, but not limited to, workmen's compensation insurance, social security, state and federal unemployment insurance, medical-hospital insurance, salary continuation insurance, pension plan costs, and pro rata allowances for vacation, sick leave, and holiday pay applied as an average percentage of the direct salary, all indirect salaries, incentive and retirement pay, buildings and equipment, taxes, licenses, insurance, professional education, cost of acquiring and maintaining computers, developing software and training staff, recruiting costs, business development expenses, general printing and reproduction costs, library and periodical expenses, business development expenses, executive, administrative accounting, clerical salaries and expenses, and all other generally accepted overhead expenses. General overhead also includes labor burden, indirect expenses and profit.

H. **<u>Owner.</u>** All references to OWNER to this agreement shall be construed to refer to the City of Northport, Alabama, a Municipal Corporation, or its designated representative.

I. **<u>Project.</u>** Shall refer to the public work(s) as generally described herein or any phase or portion thereof and to which the engineering services pursuant to this AGREEMENT relate.

J. **<u>Salary Cost.</u>** That, the ENGINEER'S salary costs are defined as the amount of the wages or salaries of the ENGINEER'S employees including ENGINEER if not a corporation, working on the project(s) as reflected by the Engineer's hourly rate schedule. Salary costs are further described as the direct salary. Salary costs are included in general overhead and in the hourly or per diem hourly rate.

K. **<u>Singular/Plural</u>**: The singular shall include the plural and vice-versa, unless the context clearly indicates otherwise.

L. **<u>Substantial Completion:</u>** Shall be that degree of completion of the Project or a defined portion of the Project, as evidenced by the ENGINEER's written notice of substantial completion, sufficient to provide the OWNER, at its discretion, the full time use of the Project or defined portion of the Project for the purposes for which it was intended. "Substantial Completion" of an operating facility or operating component of the Project shall be that degree of completion that has provided a minimum of seven (7) continuous days of successful, trouble free operation of the facility in a "fully automatic" manner acceptable to the OWNER and ENGINEER and with all redundant systems fully operational. All equipment contained in the Project, plus all other components necessary to enable the OWNER to operate the facility in a manner that was intended shall be complete on the substantial completion date.

M. **<u>TCP: "Traffic Control Plan"</u>:** A plan to regulate the flow of traffic at a minimum in accordance with the <u>Manual on Uniform Traffic Control Devices for Streets and Highways</u>, Latest Edition, Federal Highway Administration.

N. **<u>Trade Contracts or Contractors</u>:** Shall refer to multiple prime contractors on one project usually utilizing a construction management format. Each trade contract represents a significant construction activity performed concurrently with and closely coordinated with activities on the project under other trade contracts.

ARTICLE 3 - SCOPE OF SERVICES

GENERALLY: For the respective sums and subject to the respective maximums as set forth in Article 14 hereof, the ENGINEER agrees to perform for OWNER, for the above described Project, the professional services necessary for the design, bidding, and construction of the Project as set forth in this contract. The engineering and related services for the Project referred to within this AGREEMENT shall generally include, but are not limited to the services set forth herein, including coordinating and cooperating with other persons, firms and companies under contract with the OWNER. To the extent applicable to the Project, during the design and construction, the ENGINEER shall comply with any of the OWNER'S APPLICABLE DESIGN CONSIDERATIONS for the type of project. However, such DESIGN CONSIDERATIONS shall be utilized only as minimal considerations and by no means include or reference all considerations necessary for an acceptable or proper design. The work of the ENGINEER shall result in the project functioning in accordance with the intent of the OWNER. It is the intention of the Owner that the project to which this AGREEMENT pertains, reliably and properly serve the purpose for which it was designed and constructed.

If no consideration is indicated in Article 14 for the respective engineering services, it is the intention of the parties that those particular services not be provided or performed unless it is otherwise indicated to be included within another service.

<u>Effect of State and Federal Laws and Regulations.</u> The Scope of Services as defined herein and as provided by ENGINEER 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 ENGINEER into the Scope of Services to the extent applicable. If such incorporation substantially increases the level of effort required of the ENGINEER, the basis of the compensation as defined herein shall be subject to renegotiation between the parties. It shall be the responsibility of the ENGINEER to promptly notify OWNER of any such changes in state or federal laws or regulations or requirements which would effect his/her scope of services or level of effort.

In addition to fulfilling all requirements of this AGREEMENT, ENGINEER shall perform for OWNER the following services:

A. **Preliminary Design Services:** The ENGINEER shall prepare preliminary design documents for approval by OWNER consisting of preliminary drawings, and other services and documents, which among other matters shall illustrate the scale and relationship of the project components, fixing and describing the size and character of the entire project, including if applicable or feasible, location, alternate routes, materials and such other elements as may be appropriate. Included in preliminary design shall also be the following:

1. Preconstruction Activities: ENGINEER shall conduct pre-construction activities consistent with accepted engineering practices, including but not limited to preliminary and design surveying, soil evaluations, public meetings, predesign conference with all utilities with facilities in the project area, or meetings with interested entities, estimates of probable construction cost, all required public notices and hearings (as required by state or federal governments), federal and state applications and compliance with the same.
2. The ENGINEER shall prepare and formulate an engineering plan for the Project(s), including but not limited to attending meetings with City representatives, contact, collect, review, study and evaluate all previous reports, plans and studies in the Project(s) area, including but not limited to utilities, rights-of-way, drainage, etc. Assemble, review and evaluate all subsurface information available. Collect property ownership information.
3. Establish design criteria. Contact all involved utilities and agencies that may have criteria that would affect the design process, particularly any agency that may have jurisdiction affecting the location, design, environmental, historical and/or archaeological impact of the Project(s).
4. Attending coordination and consultation meetings with the OWNER'S staff to obtain input into the design process. Attendance of one (1) meeting (per month) at OWNER'S request and at locations specified by OWNER, per project, is included within the Scope of Services. These meetings are for the benefit of the OWNER. Additional meetings may be necessary for the ENGINEER to obtain information required by the ENGINEER. The ENGINEER shall consider OWNER preferences in the design.

5. Evaluate alternative routes. Factors to be considered in evaluation include, but are not limited to:
    - Right-of-way acquisition
    - Traffic control
    - Utility conflicts
    - Constructability
    - Construction cost
    - Soil conditions
6. Preparing preliminary design documents to include, but not limited to the following, where applicable: Preliminary layouts showing all major utilities, etc., which could be located through the exercise of due diligence.
    - Geotechnical investigation and report to include field services and other design testing as well as all other studies or surveys shall be included.
    - Interconnection and valving.

- Realignment of routes.
- Construction cost estimates.
- OWNER approval of sites or easements shall be obtained as soon as possible to expedite acquisition. ENGINEER shall provide current ownership information for all necessary acquisitions including name of owner, address of owner, source of title, and the associated tax parcel identification number.
- Sites for all facilities.
- Descriptions, capacities, piping schematics, sketches, and/or preliminary drawings of all facilities as needed to convey design and performance concepts to OWNER and others.

It is recognized that portions of the Preliminary Design may have to be submitted prior to the Complete Preliminary Design in order to obtain OWNER concurrence of concepts prior to incurring cost and time for concepts that may be determined unacceptable.

7. Utility Location and Conflicts: The Engineer shall locate and identify all utilities within the project area and reflect the same on the preliminary plans. The Engineer shall determine the necessity for relocation and/or areas of relocation for each utility within the Project area that conflicts with the Project. The engineer shall contact each such utility and coordinate with their respective representative's relocation activities if necessary. In regard to City utilities (water, waste water, storm drainage, fiber optic and/or telecommunications, etc.) the Engineer shall, during preliminary design, locate the same both horizontally and vertically as they exist within the project area. If it appears that any City utilities so located may conflict with the Project, the Engineer shall notify the appropriate department of the City, in writing, during preliminary design phase. The Engineer shall then confer and coordinate with such City representative in regard to the best course of action to address the City utility conflict or relocation of the same during and prior completion of final design and incorporate within final design and the contract documents the appropriate solution to address City utility conflicts.
8. Furnish to OWNER, on at least a monthly basis, a progress report and appropriate interim work products. (Although the same will not be considered submission of completed or draft preliminary design, it will be used by OWNER to facilitate its review of the ENGINEER'S progress on preliminary design submittal documents and shall not obligate OWNER to review these documents within a particular time frame.
9. Submittal of five (5) sets of draft preliminary design documents to OWNER for OWNER staff and OWNER representative review and comment. (These draft preliminary documents shall be complete.) After OWNER review, the ENGINEER shall modify the preliminary design documents in accordance with the comments by the OWNER.
10. Preparing a budget - estimate of probable construction cost based on the preliminary design documents. The ENGINEER's estimate of construction cost of the Project is $_______________.
11. Submittal of five (5) sets of completed preliminary design documents to OWNER to review and approve. These preliminary design documents shall be complete and address all comments of OWNER. In addition, the ENGINEER will provide the OWNER with AutoCAD software electronic files of all design drawings prepared for this project.
12. Make required application and submissions, and meet with and obtain reviews, approvals and permits for the Project, from applicable county, state or federal regulatory agencies. Assist OWNER in obtaining consents and approvals from any FHA rural water authorities or districts. If the Project is funded, in whole or in part, by the proceeds of a loan to the OWNER from the State Revolving Fund (SRF) either water or sewer, or a grant or funding from the Federal Highway Administration (FHA or ISTEA), the Department of Housing and Urban Development (HUD), the Community Development Block Grant Program (CDBG), the State of Alabama Department of Transportation (ALDOT) or any other State or Federal agency or combination thereof, the ENGINEER shall conduct all services in conformance with applicable regulations and requirements, including but not limited to approval of plans, specifications, invoices, and providing the required certifications and obtaining the required approvals. Without limiting the generality of the foregoing the ENGINEER's attention is

called to the necessity to comply with the State of Alabama Department of Transportation Guidelines for Operations in regard to the procedures for processing State and Industrial access funded projects for cities and counties.

13. The ENGINEER shall perform design testing including but not limited to geotechnical investigations (field services and test drilling), for the compensation for such services as set forth in this agreement, unless already performed under separate contract. The ENGINEER shall determine, as part of preliminary design services, if archeological or historical, as well as Wetlands, environmental or endangered species studies or surveys of sites, easements or any area of the project is needed and so advise the OWNER. If this agreement provides compensation for such services, then the ENGINEER shall have such studies or surveys performed.

B. **Final Design Services:** The ENGINEER shall not proceed with final design services until the completed preliminary design documents have been approved by the OWNER. Final design services shall be performed by ENGINEER, to further fix and describe the project with such accuracy and detail so as to enable the Contractor or Contractors as the case may be, to bid and construct the project, and minimize potentials for construction changes, construction additions, claims, delays, omissions, or conflicts, including but not limited to the following:

1. Attending periodic coordination and consultation meetings with the OWNER'S staff to present work completed or underway at the time of the meeting and to obtain OWNER input. Attendance of one meeting, per month, at OWNER'S request and at a location specified by OWNER, per project is included within the scope of services. These meetings are for the benefit of the OWNER. Additional meetings may be necessary for the ENGINEER to obtain information required by the ENGINEER.
2. At its option, the OWNER may elect to furnish certain Standard Specifications and/or Contract Documents including front-end legals, general conditions, and/or technical specifications to the ENGINEER for use on this project. The ENGINEER shall modify these standard specifications (by special conditions) to meet the requirements of this contract for this project. The furnishing by the OWNER of any such standard specifications or Contract Documents in no way reduces the responsibility of the ENGINEER for the correctness and completeness of the specifications or Contract Documents or any other aspect of the work for this project. The ENGINEER shall modify and revise such standard specifications or Contract Documents by special conditions as he deems necessary in order to perform service for OWNER as required herein and complete the project.
3. Submittal of five sets of preliminary construction Contract Documents, including plans and specifications on each project to the OWNER or OWNER'S representative for review when each design is approximately two-thirds complete for each project. Mark the printing date on these and subsequent sets of documents. Transmittal of relevant portions of plans and specs to affected utilities.
4. Design criteria; Federal and State rules and regulations: The work designed shall be "first class" in all respects and shall comply with all applicable design and construction standards and regulations including but not limited to standards of the Alabama Department of Transportation, Federal Highway Administration, the U. S. Army Corps of Engineers, ADEM, NFPA, ACI, AISC, applicable storm water regulations and applicable building codes. The work designed shall be submitted to the applicable regulatory agencies and offices by the ENGINEER for approval or review as required and the documents shall be modified by the ENGINEER to meet all code and regulatory requirements.
   It shall be the responsibility of the ENGINEER to make a determination and advise the OWNER's representative, in writing, as to whether or not or to what extent permit(s), license(s), consent(s) or studies are required by any Federal, State or Local Government or agency for the Project. Without limiting the generality of the foregoing, ENGINEER shall make such determination and advise the OWNER's representative, in writing, whether or not a permit is required for <u>any</u> of the following:

Wetlands (Sec. 404 Clearwater Act), Storm Water (Phase I and Phase II) (33 USC §1342 et seq., Ala. Code §§22-22A-1 – 22-22A-14), threatened or endangered species, archeological or historical (cultural) sites, and/or hazardous materials.

The OWNER may elect to have the ENGINEER perform any such permitting, licensing or study services pursuant to Article 6. "Additional or Extra Services."

5. All design and building specifications for new or renovated buildings and/or other facilities, to the extent applicable, shall comply with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) as promulgated by the U.S. Architectural & Transportation Barriers Compliance Board. All construction work done pursuant to said design and building specifications shall comply with the ADAAG. The ENGINEER will design said work and verify through observation that the work complies with the ADAAG.
6. Provision of final surveying to establish vertical and horizontal control for design and construction and for easements, rights-of-way, and/or land purchase. The ENGINEER shall obtain permission, written where feasible, from property owners prior to entering upon the same for surveying or any other purpose. The ENGINEER shall take reasonable measures to prevent damage to property and repair damage where practical.
7. Development of final construction cost estimates.
8. Preparation of correct legal descriptions and plats for deeds, rights-of-way, easements, and permits. Said legal descriptions and plats to include current ownership information, source of title, and tax parcel identification number. OWNER will provide form deeds or prepare deeds for rights-of-way and/or easements for use by ENGINEER upon ENGINEER's request. ENGINEER shall complete preparation of legal descriptions and plats in a prompt and timely manner, well in advance of bidding, so as not to delay or interfere with contractor performance. ENGINEER shall assist OWNER in negotiating or obtaining easements, deeds or rights-of-way. If condemnation is necessary, the ENGINEER shall assist OWNER as needed, including services as an expert witness.
9. The final plans and specifications provided by the ENGINEER shall bear the stamp of a professional engineer registered in the State of Alabama who is a full time employee of the ENGINEER (not a subconsultant). Each plan sheet, regardless of whether or not prepared by a subconsultant to the ENGINEER, shall bear the signature or be initialed by a professional engineer, registered in the State of Alabama, who is a full time employee (not a subconsultant) of the ENGINEER.
10. Five (5) sets per project of draft final Contract Documents including plans, specifications, and contracts, etc., shall be submitted to the OWNER for review and comment. These documents shall be complete and include all work known by the ENGINEER to be necessary in ready-to-bid documents. After OWNER review, the ENGINEER shall modify the Contract Documents in accordance with comments by the OWNER. Bid documents shall contain all provisions required for municipal contracting under Alabama Bid Law and other statutes.
11. Submission of five (5) sets per project of completed, ready-to-bid final Contract Documents (including plans, specifications, contracts, etc.) to OWNER for review and approval. After OWNER review, these Contract Documents shall again be modified, if necessary, by the ENGINEER and shall address all comments of OWNER, and be final Contract Documents.
12. Preparing final Contract Documents (including plans, specs, etc.) ready for competitive bidding.
13. Prepare definitive estimate of probable construction cost based upon final design documents.
14. Prepare Traffic Control Plan if required by provisions of Article 3.D. §11 "Traffic Control Plan."

C. **<u>Bid Phase Services:</u>** The ENGINEER shall provide the following Bid Phase Services per project:

1. Conducting pre-bid conferences.
2. Providing and coordinating bid phase activities including but not limited to the following activities:

- Provide stamped bid plans and bid documents in PDF Internet ready format (to be included on the Office of the City Engineer's Web page) to Office of the City Engineer one week prior to the advertisement for bids.
- Preparing and place advertisements for bids (Cost of advertisement to be paid by OWNER) pursuant to Ala. Code §39-2-2(a) (1975).
- Reproduction, distribution and handling of plans, specifications and Contract Documents to bidders, pursuant to Ala. Code §39-2-3 (1975).
- Accept deposits from bidders (not in excess of twice the cost of reproduction and handling) and make refunds of deposits as required by Ala. Code 39-2-3 (1975).
- Provide adequate number of copies of Contract Documents for OWNER and all State or Federal agencies.
- Communicate with bidders and address questions and issues raised by bidders.
- Provide technical interpretations.
- Prepare addenda to specifications or plans.
- Assist OWNER in letting contracts including bid openings, presence at Council Meeting pertaining to the same and opening of bids.
- Promptly analyze and prepare written tabulations of bid proposals.
- Evaluate and return bid bonds in accordance with Ala. Code §39-2-4(a) and Ala. Code §39-2-5 (1975).
- Recommend contract award to OWNER.
- Notify successful bidder of conditional award, Ala. Code §39-2-6 (1975).
- Promptly prepare Contracts Documents for execution by successful bidder, present to bidder for execution and verify 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).
- Conclude OWNER execution of Contract Documents pursuant to Ala. Code §39-2-9 and issue notice to proceed pursuant to Ala. Code §39-2-10.

3. In the provision of Bid Phase Services to the OWNER, the ENGINEER, if the Scope of Engineering 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 ENGINEER in accordance with Ala. Code §41-16-57(b)(1975) or Ala. Code §39-2-2(f) (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 there are no other viable alternatives, and it has been determined that only this particular product, material, system or service fulfills the function for which the product is needed. Frivolous features will not be considered.
    - The sole source specification is recommended by the ENGINEER of record and the ENGINEER 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 ENGINEER in writing and maintained by the ENGINEER and provided to the OWNER at the time of advertisement for bids.

    NOTE: Sole source requirements above do not apply to the construction, reconstruction, renovation or replacement of public roads, bridges, and water and sewer facilities.
4. Rebid cost bid exceeds budget, revisions, etc.: In the event the total of the lowest bid(s) received by the OWNER for the project exceeds the ENGINEER'S final construction cost estimates provided prior to bidding, the ENGINEER agrees to make such revisions and modifications to the plans and specifications necessary to reduce the cost of the project to an amount not in excess of said construction cost estimate

and will perform the incidental work and furnish the number of necessary documents as required by the AGREEMENT.

The ENGINEER will be compensated pursuant to the terms and conditions to be agreed upon at that time for revising plans and specifications if the bid overrun is up to 10% of the final construction cost estimate of the ENGINEER. Provided, however, if the bid overrun exceeds 10% of the ENGINEER's final construction cost estimate, then the ENGINEER will revise all plans and specifications for rebidding at no cost to the OWNER.

D. **Engineering Services During Construction** In the event the City determines to proceed with the construction of the project, then the ENGINEER shall perform the following services for OWNER:

1. **ENGINEER, OWNER'S Representative:** The ENGINEER shall be a representative of the OWNER during the construction of the project(s) and shall advise and consult with the OWNER or the OWNER'S representatives. With the possible exception of administering codes, laws and regulations, the OWNER'S instructions to the CONTRACTOR shall be forwarded through the ENGINEER. Provided, however, OWNER reserves the right to communicate directly with Contractor, but under such circumstances the OWNER shall keep ENGINEER informed of the nature of such communications. The ENGINEER shall have authority to act on behalf of the OWNER, but only to the extent provided for herein and in the Contract Documents.
2. **Generally:** Although the ENGINEER does not guarantee the performance of the CONTRACTOR, it shall be the duty of the ENGINEER (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, any significant problem with the work or potential claims.
   The ENGINEER shall keep the OWNER informed of the progress of work under this AGREEMENT and shall promptly advise the OWNER of any factors, occurrences, or developments that may necessitate modifications, revisions, or amendments to this AGREEMENT or the Contractor's Agreement. If the ENGINEER anticipates incurring cost for extra design, drafting, supervision, or other expenses due to changes requested by the OWNER in the project, ENGINEER shall immediately notify OWNER of the same in writing. The ENGINEER shall be equitably paid for such expenses and the services involved, provided that an amendment to this AGREEMENT is executed for said extra work prior to the performance of the same by the ENGINEER.
3. **Preconstruction Conference:** Conduct a Preconstruction Conference, prepare and distribute to the attendees and City representatives, a written summary of the conference.
4. **Observations of Project by ENGINEER; etc.** The ENGINEER shall make periodic visits to the project site, familiarize himself with the progress and quality of the project and determine if the project is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an ENGINEER, he shall guard the OWNER against defects and deficiencies in the work of the CONTRACTOR, and against claims for extra payment from the CONTRACTOR.
   While the ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the construction of the project, this shall not absolve the ENGINEER from duties to inspect and administer the project as set forth herein with reasonable skill and care.
   Administration of the construction contract by the ENGINEER shall include regular inspections by the appropriate architectural or engineering professionals who prepared or assisted in the preparation of the plans and specifications for the work on the project.
   The ENGINEER shall also in coordination with the OWNER conduct detailed substantial completion and final inspections and prepare punch list of all items not in full compliance with the construction contract.

The ENGINEER will make follow-up inspections to determine that punch list items have been completed prior to final payment. The ENGINEER shall conduct an inspection thirty (30) days prior to the end of the CONTRACTOR'S guarantee period. In addition, inspections by the ENGINEER must be at critical phases of the project, and in no case less than two inspections each week. Additional inspections shall be made as necessary or if required by OWNER or OWNER's representative. The ENGINEER shall promptly furnish the OWNER and each of the OWNER'S designated representatives, a copy of his written report of each inspection by him or his representative, and also summary reports of inspectors, engineers and architects. The reports shall note any deficiencies in the work.

During construction the ENGINEER shall hold a status/progress meeting with the Contractor at least monthly. ENGINEERS shall prepare a detailed written summary of the meeting within and distribute it to the attendees, including the OWNER, and the OWNER'S program coordinator within five (5) days after the completion of the meeting.

5. **Authority of ENGINEER:** The extent of the duties, responsibilities and limitations of authority of the ENGINEER during construction shall not be modified or extended beyond the scope as stated herein, without written consent of the OWNER and the ENGINEER.

   The ENGINEER shall have authority to reject work by the CONTRACTOR on the project which does not conform to the Contract Documents and specifications. The ENGINEER shall also have authority, subject to consent of the OWNER, or OWNER'S designated representative, to require the work to stop whenever, in his reasonable opinion, it may be necessary for the proper performance of the plans and specifications. The ENGINEER may interpret the requirements of the Contract Documents. In such capacity, the ENGINEER 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. However, the City of Northport, as OWNER, reserves the right to render its own interpretation of the Contract Documents.

   Interpretations and decisions of the ENGINEER shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter, the ENGINEER shall endeavor to secure faithful performance by the CONTRACTOR.

6. **Bid Law; Change Orders:** It shall be the responsibility of the ENGINEER to require compliance with the Alabama Bid Law, Section 41-16-50, et seq., Ala. Code (1975), §39-1-1, et seq. (1975), §39-2-1, et seq. (1975), and §39-3-1, et seq. (1975), by the CONTRACTOR on the project. ENGINEER shall determine if a change order is needed in any given case during the performance of the contract. If the ENGINEER determines that a change order is needed, then he shall prepare a written change order, stating all pertinent facts and making necessary findings of fact as required by the change order language in the contract, including a determination of whether a change order meets the criteria and should be allowed, and submit the same to the OWNER'S designated representative for approval or disapproval by the OWNER. All change orders which would (1) increase or decrease the contract sum or construction bid price, (2) extend the contract time, or (3) materially change the CONTRACTOR'S scope of work or services, shall be approved by the City Council prior to performing the work addressed by the change order. Change orders shall be allowed only under the following conditions: 1) Minor changes for a total monetary amount less than that required for competitive bidding; and/or 2) Changes for matters incidental to the original contract necessitated by unforeseeable circumstances arising in the course of work under the contract; or 3) Changes due to emergencies; and/or, 4) Changes provided for in the original bidding and original Contract Documents as alternates. Change orders shall not exceed ten (10) percent of the total contract sum.

   An emergency affecting the health, safety or welfare of the public or anyone shall be promptly addressed by the CONTRACTOR at his own risk.

   The ENGINEER shall require the CONTRACTOR to obtain the consent of the surety prior to the execution of change orders and verify to the OWNER or to the OWNER'S designated representative, in writing, that said change orders have been satisfactorily implemented within a reasonable period of time after approval of the change order.

The ENGINEER has authority to order minor changes in work not involving any adjustment to contract sum, construction bid price, extension of the contract time, or a material change in the contract scope of work or services; however, he shall promptly notify OWNER of such orders.

The ENGINEER shall promptly transmit written notifications from Contractor regarding the performance of work that the Contractor deems extra and obtain OWNER'S approval prior to authorizing such extra work.

Any construction contract documents prepared by the ENGINEER, or supervised and/or administered and/or inspected by the ENGINEER, pursuant to this contract, shall contain standard City of Northport change order provisions consistent with the provisions herein and, shall not contain clauses pertaining to change orders which conflict with the same or the foregoing provisions.

7. **Certificates of Payment:** As part of the administration and supervision of the contract, the ENGINEER shall determine the amount owing to the CONTRACTOR on the project based on observations at the site, inspections and on evaluations of the CONTRACTOR'S application for payment, and other pertinent information, and shall issue Certificates of Payments in such amounts provided for in the Contract Documents, after verifying in writing to the OWNER that the work which the CONTRACTOR is requesting payment on the application has, to the best of his knowledge, information and belief, been performed by the CONTRACTOR, including any change orders pursuant to the contract terms and conditions.

   The issuance of a Certificate for Payment shall constitute a representation by the ENGINEER to the OWNER, based on the ENGINEER'S observations and inspections at the site as provided herein and on the date comprising the CONTRACTOR'S application for payment, that the project has progressed to the point indicated; that, to the best of the ENGINEER'S knowledge, information and belief, the quality of work is in accordance with the Contract Documents (subject to an evaluation of the project's full conformance with Contract Documents upon substantial completion, to the results of any subsequent test 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.

   The ENGINEER shall approve payment to the CONTRACTOR only for that work which is completed. For work not fully and satisfactorily completed, the ENGINEER shall withhold payment in addition to the normal retainage being withheld on the contract.

   The issuance of a Certificate for Payment shall not be a representation that the ENGINEER has made any examination to ascertain how and for what purposes the CONTRACTOR has used the money so paid. However, if there is a provision in the contract to pay the CONTRACTOR for materials stored on the job site, the ENGINEER shall obtain from CONTRACTOR, prior to the next payment, written certification from the materials suppliers that previous monies paid for materials stored on the job site have been paid to the supplier of the materials.

   If the ENGINEER does not have written substantiation that the CONTRACTOR has paid for such materials, the ENGINEER shall deduct the appropriate amount from the then current Certificate of Payment. If the OWNER is utilizing a procedure with the CONTRACTOR in regard to sales and use tax purchases whereby the CONTRACTOR acts as the purchasing agent of the City in regard to certain material, the ENGINEER shall assist the OWNER as an additional service for the fee set forth herein in implementing and administering the procedure.

   After issuance of final payment, the ENGINEER shall coordinate with OWNER and notify the CONTRACTOR in writing of the beginning and ending of warranty periods.

   Review, verification and approval of CONTRACTOR'S request for payment must be accomplished within the time period stated in the Contract Documents less ten (10) days for OWNER'S processing.

8. **Compliance with Laws, etc.:** As part of the engineering services herein for supervision and administration of the construction of the project, the ENGINEER shall have the responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project. The ENGINEER shall also comply with all applicable Federal, State and local laws, regulations and ordinances, 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, during the duration of this

AGREEMENT. Failure of the ENGINEER to comply with said laws, rules, regulations or ordinances may result in this AGREEMENT being subject to termination by OWNER. ENGINEER shall not discriminate on the basis of age, race, sex, religion, national origin or disability.

9. **Access:** The ENGINEER shall at all times have access to the project after acquisition by OWNER whenever it is in preparation or progress and shall insure in the Contract Documents that both OWNER and ENGINEER have the right of access to construction site.
10. **Submittals, etc.:** The ENGINEER shall promptly review and comment, within ten (10) working days after ENGINEER'S receipt of the submittals, to the CONTRACTOR and the OWNER, on CONTRACTOR'S submittals, shop drawings, samples and other submissions for conformance with the design concept, plans and specifications of the project so as not to delay the project.
11. **Traffic Control Plan:** The ENGINEER shall review the CONTRACTOR'S Traffic Control Plan (TCP) prior to construction for conformity to the Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, Federal Highway Administration, and review modifications and revisions to the TCP by the CONTRACTOR as needed to keep pace with progress of work, change orders or at the request of the City. All modifications or revisions by the CONTRACTOR to the TCP shall be submitted to the City of Northport Engineering Department prior to implementation.
    If the respective paragraph in Article 14 indicates ENGINEER will be compensated for a Traffic Control Plan (TCP); then the ENGINEER shall be responsible for the development and design of the TCP, rather than the CONTRACTOR. Such design shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, Federal Highway Administration, at a minimum, and shall be submitted to the City Traffic Engineer, for review, prior to construction. ENGINEER shall modify and revise the TCP during construction to keep pace with the course of work, change orders or at the OWNER'S request. All modifications shall be submitted to the Traffic Engineer of OWNER.
12. **Substantial Completion/Final Completion and Payment:**
    (a) When the CONTRACTOR considers that the Project, or where acceptable to the OWNER, a designated portion thereof, substantially complete, the CONTRACTOR shall prepare and submit to the ENGINEER a list of items to be completed or corrected and request an inspection for substantial completion. Thereafter, the ENGINEER shall promptly conduct such an inspection and/or if an operating facility, after a minimum of seven (7) continuous days of successful, trouble free operation has been achieved during startup, the ENGINEER may in his/her professional judgment, issue a written notice of substantial completion for the purpose of establishing a start date of specific equipment guarantees and/or warranties and to establish the date that the OWNER will assume the responsibility for the cost of operating such equipment.
    Subsequent to and based upon said inspection, the ENGINEER shall prepare a punch list of all items not in full compliance with the construction contract and make follow up inspections to determine that punch list items have been completed by the CONTRACTOR or CONTRACTORS prior to final payment or determination of substantial completion as the case may be.
    "Substantial Completion" shall be that degree of completion of the Project or the defined portion of the Project, as evidenced by the ENGINEER's written notice of substantial completion, sufficient to provide the OWNER, at its discretion, the full time use of the Project or defined portion of the Project for the purposes for which it was intended. "Substantial Completion" of an operating facility or operating component of the Project shall be that degree of completion that has provided a minimum of seven (7) continuous days of successful, trouble free operation of the facility in a "fully automatic" manner acceptable to the OWNER and ENGINEER and with all redundant systems fully operational. All equipment contained in the Project, plus all other components necessary to enable the OWNER to operate the facility in a manner that was intended shall be complete on the substantial completion date.
    The ENGINEER's notice of substantial completion shall not be considered as final acceptance of any portion of the Project or relieve the CONTRACTOR from completing the remaining work, including any remaining performance or acceptance testing, within the specified time and in full compliance with the contract documents. Written notice of substantial completion shall not relieve

the CONTRACTOR of his obligation to promptly remedy any omissions in latent or unnoticed defects in the Project covered by the written notice of substantial completion and the ENGINEER shall continue to perform follow up inspections to determine whether or not and to what extent punch list items have been remedied prior to final payment.

(b) Final Inspection. Upon notice from the CONTRACTOR that the work is complete, the ENGINEER shall make a final inspection of the Project and conduct test or tests if applicable. The ENGINEER shall notify the OWNER'S representative of the time and date of such inspection. The ENGINEER shall notify the CONTRACTOR of all apparent and/or visible instances where the work on the Project fails to comply or meet the plans and specifications in the contract documents, as well as any defects in or deficiencies he/she may discover. The ENGINEER shall then develop a written report and punch list of such defects and deficiencies and delivery a copy of the same to the CONTRACTOR and the OWNER's representative. The ENGINEER shall make follow up inspections to determine whether or not and to what extent such defects and deficiencies have been corrected by the CONTRACTOR.

Upon completion of all such repairs and correction of defects in a manner satisfactory to the ENGINEER, the ENGINEER shall make a determination that the Project is acceptable and complete pursuant to the contract documents. The ENGINEER shall notify the OWNER and the CONTRACTOR in writing of such determination and ensure that the CONTRACTOR and/or OWNER as the case may be, conduct publication of final completion. The ENGINEER shall ensure that the CONTRACTOR fulfills all of the terms and requirements for final completion of the Project in accordance with the contract documents, including obtaining from the CONTRACTOR and providing to the OWNER, all warranties, guarantees, manuals and release of liens. The ENGINEER shall then upon satisfactory completion by the CONTRACTOR of all terms and conditions required for final completion and final payment, pursuant to the contract documents, issue a certificate of payment and notify the OWNER in writing that the Project is complete in accordance with the contract documents and final payment is due the CONTRACTOR.

(c) Inspections During Warranty and Guarantee Period. The ENGINEER shall inspect, cooperate and assist the OWNER during any warranty or guarantee period for the Project or any component or facility therein, coordinating with the CONTRACTOR and/or subcontractors as necessary for all repairs and/or replacement necessitated by defects in materials or workmanship during the warranty period. The ENGINEER shall also conduct an inspection thirty (30) days prior to the expiration of any CONTRACTOR'S guarantee or warranty period.

E. **General Responsibilities:** The preliminary design services, the final design services, the bid phase services, and the construction phase services, including the listing of specific work elements as stated herein, is not intended to limit the work performed to only the work elements enumerated, or the general responsibility of the ENGINEER as there will be unspecified elements to the work that are necessary and typical for the successful completion of the projects in this AGREEMENT.

ARTICLE 4 - DESIGN TESTS AND OTHER STUDIES

If the respective paragraph in Article 14 indicates compensation for the same, the ENGINEER shall furnish design testing such as soil testing and/or geotechnical services, hazardous sites, archeological or historical studies or surveys of the area of the project, as well as environmental, Wetlands, or endangered species investigations and services (unless already performed for OWNER), and any other test required or reasonably necessary for the design of this project at the compensation rate as set forth in this agreement. ENGINEER will furnish construction testing as required for the construction of this project at the unit price as specified in an attachment to this contract and paid as provided for herein. In the event there are other tests needed during construction to ensure quality of the project, ENGINEER shall promptly so advise OWNER in writing.

The ENGINEER shall require, in all Contract Documents for the construction of the project, that the CONTRACTOR perform and furnish all necessary or required structural, mechanical, chemical or other laboratory tests ("mill test"), inspections and reports, as required by law or the Contract Documents, and the ENGINEER shall inform the OWNER of such required tests, inspections and reports.

ARTICLE 5 - ADVANCED SERVICES DURING CONSTRUCTION; SDC

In the event the City determines to proceed with construction of all or any portion of the project and if the respective paragraph in Article 14 indicates compensation for the same, in addition to providing Basic Engineering Services During Construction as provided in Article 3.D, the ENGINEER shall also provide the following advanced services during construction of the project. This phase will commence with the award of the contract for construction.

A. **Additional Engineering Construction Services:**

- Construction Staking: ENGINEER shall provide certain initial surveying and related engineering services during construction including construction staking to establish horizontal and vertical control points and define the beginning and ending points of the project, topographical grade staking and locating all manholes and/or inlet structures.
- Receiving and responding to complaints or inquiries from adjoining or adjacent property owners.
- Special federal or state certifications or verifications for project close-out and completion.
- "Record Drawings" Plans: Within sixty (60) days subsequent to final payment to the Contractor on the project, the ENGINEER shall complete and deliver to the OWNER's representative three (3) complete sets of "record drawings" plans of the project. Such drawings shall be complete and depict, in engineering detail, all aspects of the project as actually constructed, showing all relevant matters including grades, coordinates, horizontal and vertical control points, manholes, inlets, etc., utilities and changes and/or modifications to the project occurring during the course of construction. Each set shall bear the stamp of a professional engineer registered in the State of Alabama. Each sheet shall be numbered sequentially and bear the signature or be initialed by a professional engineer registered in Alabama who is a full time employee of ENGINEER. Each set of "record drawings" plans shall be provided in a format suitable to OWNER.

B. **Project Inspectors:**

1. Generally. The ENGINEER shall provide a full-time resident project inspector or inspectors (as required) to make continuous on-site inspections to check the quality and quantity of the work and to insure that the work is proceeding in accordance with the Contract Documents and specifications. The inspector shall be continuously present at each job site of the project where major or critical work is ongoing, particularly when work which may be defective can be hidden or otherwise obscured.
   Project inspectors (resident inspector) shall keep detailed daily diaries of the work on the project, including but not limited to what was performed, where it was performed, when it was performed and by whom and any other information regarding the project and these shall be available for review by the OWNER and representatives of the OWNER.
   Project inspectors shall be responsible for conducting comprehensive reviews of the work in progress to determine compliance with the Contract Documents, reporting noted deficiencies observed in the construction to the CONTRACTOR(S) and the ENGINEER, organizing field offices, equipment, and project files, clarifying with the design staff any potential discrepancies found in the Contract Documents, documenting the construction progress through the maintenance of daily log book and diary, weekly and monthly reports, and photographs, obtaining and reviewing progress schedule, reviewing with the CONTRACTOR(S) sequence of operations control, verifying that the testing laboratory performs tests and inspections as required, assisting in the final inspection(s) and other miscellaneous activities associated with a construction project.

Project inspectors shall be experienced, qualified resident project inspectors. An inspector shall be present at specific sites of the project at all times whenever the work activity is such that the absence of an inspector may make it difficult to ascertain whether or not the work was completed in strict accordance with the Contract Documents. This includes, but is by no means limited to, the following:

- Backfilling and tamping under streets and other paved areas.
- Placement of concrete and paving.
- Connection of utilities.
- Cleaning and flushing lines.
- Disinfection.
- Testing.

If two or more such work activities are ongoing simultaneously at different sites, the ENGINEER shall provide two or more inspectors to fully and completely inspect the work. Any failure by the ENGINEER to provide such inspection services may be deemed by the OWNER to be a breach of this AGREEMENT by the ENGINEER.

2. Construction Video and Photographs. The ENGINEER shall photograph and video tape the entire project, so as to accurately depict all aspects of the same prior to, during and after construction. Photographs and videos during construction shall be at critical phases but in no event less than once a week and shall be submitted to OWNER with each request for payment.

C. CONTRACTOR'S Responsibility. Nothing in this AGREEMENT shall be construed to limit the responsibility of the CONTRACTOR to fully and completely comply with all requirements of the Contract Documents, with good construction practices, and with all laws, regulations, and other applicable requirements.

ARTICLE 6 – PERMITTING, LICENSING AND/OR STUDIES

If the respective paragraph in Article 14 indicates compensation to the ENGINEER, then the ENGINEER shall provide the specialized permitting, licensing and/or studies described herein; as follows:

A. Permits, Licenses and/or Studies: The following studies, permitting or licensing as additional services are to be provided or to be conducted pursuant to this provision if indicated by an "x" next to the applicable service, and if compensation for the same is indicated by the respective paragraph of Article 14:

Archeological; Historical; Wetlands; Endangered Species Services Etc.

(1) ☐ Conduct environmental studies for cultural resources, threatened and endangered species, and the identification of potential hazardous material sites sufficient to comply with FHWA Technical Advisory T6640.8A dated October 30, 1987, and 23 CFR, Part 771. The archaeological phase of the cultural resource survey will identify sites that will be affected by the developed alignment to be carried forward in the environmental document.

The cultural resource report will include a recommendation as to whether the archaeological sites or structures are eligible for the National Register of Historic Places. If there are sites recommended for eligibility that cannot be avoided, a supplemental agreement may be implemented to determine if the sites are important for what can be learned by data recovery or if the sites warrant preservation in place. When given the notice to proceed with the studies on this project, the ENGINEER shall submit the following for review by the City/State: A letter from the U. S. Fish and Wildlife Service containing a list of endangered and threatened species that may exist within the project.

If threatened or endangered species are identified, qualified personnel, either subconsultant or in-house personnel will perform endangered and threatened species work. Qualifications should indicate expertise with those species involved with the proposed project. The ENGINEER shall perform all studies of endangered species in accordance with the Technical Advisory and Section 7 of the Endangered Species Act to the point where a "no effect" or a "may effect" determination can be made for the alignment under consideration. In the event of a "may effect" determination, additional studies may be required for Formal Consultation with the U. S. Fish and Wildlife Service. If additional studies are required, the CITY may enter into a supplemental agreement with the ENGINEER. Reports and data justifying this determination must be supplied to the CITY along with a proposal for the work under the supplemental agreement.

(2) ☐ Wetland permitting and delineation will be performed in accordance with the U. S. Army Corps of Engineers 1987 "Manual for Delineating Wetlands." This shall include the completion of delineation forms provided in the manual. A copy of these forms shall be provided to the City for evaluation. Wetland evaluation shall be performed in accordance with T6640-8A.

(3) ☐ Perform storm water assessment and permitting pursuant to applicable provisions of NPDES Phase I and Phase II, 35 USC §1342 et seq., Ala. Code §22-22A-1 through §22-22A-14 (1975) and applicable regulations. Permits shall be obtained in the name of the contractor and not that of the City, if feasible.

(4) ☐ Obtaining letters of map revisions (L.O.M.R.). Perform the necessary fieldwork, assistance with public notification and hearings as required, coordinate all city and FEMA (Federal Emergency Management Agency) requirements with respective contact representatives, and provide civil hydraulic engineer services to prepare the necessary documents and complete the required FEMA forms to request a letter of map revision (L.O.M.R.) on behalf of the City for the project.

(5) ☐ Additional design surveying or studies. Performing surveying activity above and beyond that normally associated with project design and/or gathering field data requiring labor intensive activity at hourly rates.

(6) ☐ Miscellaneous studies, licensing and/or permitting for ____________________________________
____.

B. The ENGINEER shall take all administrative and regulatory measures required to obtain any of the permits, licenses or permissions indicated as to be provided herein from the applicable regulatory agency of the State or Federal Government on behalf of the City for the Project.

All permits shall be obtained in the name of the OWNER. The OWNER will pay the amount of the permit directly to the appropriate agency. The ENGINEER shall ensure that the CONTRACTOR'S agreement requires the CONTRACTOR to comply with all terms and conditions of such permit and implement the same.

ARTICLE 7 - LEVEL OF COMPETENCE, OWNER APPROVAL, CONFLICTS OF INTEREST, ETC.

The ENGINEER shall be responsible, to the level of competence presently maintained by other practicing professional engineering organizations engaged in the same type of professional services in the Southeastern United States, for the professional and technical adequacy and accuracy of the surveys, designs, drawings, specifications, bidding, Contract Documents, inspection, administration, services during construction, and other services furnished under this contract. The ENGINEER shall employ competent professional engineering consultants registered in the State of Alabama and duly licensed therein where needed subject to the same standard, to assist him or it where needed to fulfill the terms of this AGREEMENT.

The ENGINEER shall be solely responsible for the accuracy and adequacy of the construction documents, including but not limited to plans, specifications and drawings. The ENGINEER shall be solely responsible for the adequacy of engineering services during construction.

In the event damages are sought or recovery sought or obtained from OWNER by any third party based upon or arising from or attributable in whole or in part to, errors, omissions, inaccuracies or inadequacies in (1) the construction documents including plans, specifications or drawings; (2) Contract Documents (not including OWNER provided front-end legals); (3) services during construction, then the ENGINEER shall indemnify and hold the OWNER and its representatives harmless.

The ENGINEER agrees to furnish and pay for the cost of the defense (including attorney's fees) of the City of Northport, its officers, agents, and employees from any and all claims based on the acts or omissions of the ENGINEER.

All plans, specifications, detailed drawings, approvals, etc., for engineering pertaining to this project, will be done under the direct supervision of professional engineers. All architectural plans shall be done under the direct supervision of registered architects.

Designated herewith (as applicable) are the engineering or architectural subconsultants or associates:

Thompson Engineering

All plans prepared by professional engineering or architectural consultants shall be separately identified by title, sheet number, and official registration seal or signature, and registration number. Engineering or architectural drawings shall not be combined with other drawings unless deemed to be "incidental" category.

No changes shall be made in the foregoing consultants designated without prior written notice to the OWNER. However, the responsibility for the work of all consultants and subcontractors, etc., to the ENGINEER rests solely with the ENGINEER.

Level of competence includes but is not limited to, Architect's/Engineer's service which at a minimum are in full compliance with all applicable laws, codes, regulations and rules of the city, county, state and federal governments or agencies thereof.

OWNER'S approval. All plans, drawings and specifications, Contract Documents, etc., for the project shall be submitted by the ENGINEER to the OWNER for review and/or approval. However, such review and/or approval by the OWNER and/or its employees, representatives and agents of the OWNER, of the preliminary design, the final design, the Contract Documents or any other documents are for usability and maintainability, not for adequacy, accuracy or Code compliance and thus shall not in any way, relieve, reduce or minimize the responsibility or liability of the ENGINEER for its obligations under this AGREEMENT.

CONFLICTS OF INTEREST. The ENGINEER represents and warrants to the City that it is not aware of any conflict of interest which exists or could arise by means of its provision of services to the City pursuant to the terms and conditions of this agreement. This is an exclusive personal service agreement and ENGINEER will not represent the interest of any other person, firm or entity that conflicts with the interest of the City of Northport 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 Engineer nor any of its officers, agents or employees nor any sub consultant to the Engineer 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

ARTICLE 8 - RECORD DOCUMENTS

The ENGINEER shall furnish to the OWNER' representative for its review and approval, two (2) review sets of record drawings, plans and specifications prior to making the final record documents. The ENGINEER shall also furnish to the OWNER' Representative two (2) accurate, complete record sets of plans, specifications and drawings of the project, as finally constructed, with revisions and changes clearly shown thereon. One set thereof shall be on CD or disk, as appropriate, in AutoCAD file format. Any file conversions necessary to make the same immediately useable by the City without further modification will be made by the ENGINEER at the Engineer's expense prior to delivery of the same to the OWNER. The other set of accurate complete record plans and specifications of the project as finally constructed shall be in print. The ENGINEER will also furnish the OWNER, after completion of construction of the project, two (2) sets of contract documents and modifications, including all change orders which shall be of a permanent nature on CD or disk as appropriate, in the format compatible with City software and hardware systems. All record documents as specified above shall be delivered to the OWNER as soon as possible after final inspection and before the final Engineer's fee is paid.

ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

Plans, drawings, maps and specifications, or other documents, etc., prepared by ENGINEER as instrument of service, are the property of the ENGINEER, whether the project for which they are made is constructed or not. Copies of such documents shall be promptly furnished to the OWNER by the ENGINEER. Such drawings, plans and specifications or other documents may be used by the OWNER on the project which is the subject of this AGREEMENT and also for reference and other information on other projects without any further compensation or approval by the ENGINEER. The OWNER may also make submissions or distributions of such plans, drawings, and specifications of the ENGINEER to meet request for public records , official regulatory requirements or for other purposes in connection with the project and future improvements, repairs or expansions of and connections to the project, any such submissions or distributions or usage shall not be construed as publication or use in derogation of the ENGINEER'S rights herein. The executed construction contract documents and request for proposals (less plans, specifications and drawings), bids, bid tabulations, bonds, insurance certificates, etc., shall be the property solely of the City of Northport as OWNER.

LITIGATION ASSISTANCE. The scope and extent of engineering services to be provided under this AGREEMENT does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the OWNER. However, plans, specifications, documents, studies and any data or information otherwise resulting from the performance of the AGREEMENT by the ENGINEER may be utilized by the OWNER in bringing, defending, or otherwise assisting in litigation undertaken or defended by the OWNER without any additional costs to the OWNER.

CONFIDENTIALITY. All documents, information, memoranda and all other such written or verbal information provided by the City to ENGINEER shall be held strictly confidential by ENGINEER and any of its subcontractors and shall not without the prior written consent of the OWNER, be used for any purpose other than the performance of this agreement, nor be disclosed to any other entity not connected with the performance of this agreement. Any entities requesting such information shall be directed by ENGINEER to contact OWNER's representative.

The ENGINEER shall not use the City's name or insignia or logo in any magazine, trade paper, newspaper or other medium without first obtaining the written consent of the City.

Pursuant to Ala. Code §36-12-40, as amended by Acts of Alabama 2004-487, neither the Engineer employed hereunder nor any subconsultant employed by the Engineer, shall at any time allow the dissemination or copying of any information exempted from public disclosure by this section 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 City.

COPYRIGHT INFORMATION / INTELLECTUAL PROPERTY. With the exception of reports, plans, drawings, maps, specifications, contract documents and other instruments of service as addressed herein, the parties acknowledge and agree that the intellectual property of either party shall remain the property of the respective party, including intellectual property developed during the course of this agreement in the performance of services by ENGINEER .However, the OWNER may utilize any of such ENGINEER's intellectual property for and on behalf of its internal operations, as well as maintenance, construction and repair of its facilities. With the exception of contract documents if the ENGINEER clearly marks and identifies any documents or materials it deems intellectual property and/or copyrighted information The Owner will take steps reasonably necessary with its employees with respect to the use, copy, protection, and security of such intellectual property. Provided; however, the Parties acknowledge and agree that the Contract documents including all attached or referenced plans, maps and all specifications , once executed, are public records and subject to disclosure and copying to the public pursuant to applicable state law.

ARTICLE 10 - ASSIGNMENT

The OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party, to this AGREEMENT and to the parties, successors, assigns, and legal representatives of such other party with respect to all covenants and conditions of this AGREEMENT. Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any interest in this AGREEMENT without the written consent of the other. No such assignment shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party shall in all respects remain liable hereunder irrespective of such assignment.

Use of subconsultants by the ENGINEER or subsidiary or affiliated firms of the ENGINEER for technical or professional services, shall not be considered an assignment of a portion of this AGREEMENT. Nothing herein shall be construed to give away any rights or benefits hereunder to anyone other than OWNER and ENGINEER. There shall be no third party beneficiaries to this AGREEMENT.

ARTICLE 11 – INSURANCE

That, the ENGINEER shall secure and maintain throughout the duration of this AGREEMENT, insurance of such type and in such amounts as may be necessary to protect its interest and the interest of the OWNER against hazards or risk of loss as herein specified and as otherwise appropriate. The underwriter of such insurance shall be qualified to do business in Alabama and shall be acceptable to the OWNER. The certificate provided to OWNER shall contain a provision that not less than ten (10) days written notice will be given to the OWNER before major policy or coverage modifications are made or before any policy or coverage is canceled. Without limiting the requirements herein set forth, the insurance coverage shall include a minimum of:

1. Workmen's Compensation and Employer's Liability Insurance as required by the laws and regulations of the State of Alabama.
2. Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the ENGINEER and the OWNER against claims for injuries or damages to property arising out of any act of the ENGINEER or of any of its agents or employees or subcontractors and shall cover operations with respect to on-site and off-site operation under this AGREEMENT and insurance coverage shall extend to any motor vehicles or other equipment used by the ENGINEER in the performance of this contract, irrespective whether the same is owned, non-owned or hired. The limits of liability shall not be less than $500,000 Combined Single Limit.
3. Commercial General Liability Insurance. This insurance shall be written in comprehensive form and shall protect the OWNER and the ENGINEER against claims arising from injuries to members of the public,

City employees, or damage to property arising out of any act of the ENGINEER or any of its agents, employees or subcontractors. The limit of liability shall not be less than $1,000,000 Combined Single Limit.

4. Errors and omissions insurance. The ENGINEER shall furnish and obtain professional liability insurance coverage in an amount not less than $500,000.00 and subconsultants shall provide limits of insurance commensurate with the responsibilities of their work.

The insurance coverage as specified above shall constitute minimum requirements and the OWNER, its officers, agents, employees associated with the project, and Program Coordinator shall be named as additional insureds in insurance coverages identified in items 2 and 3 and shall be shown as such on the certificate of insurance. All certificates of insurance, as well as any other supporting information deemed necessary by the OWNER, shall be submitted to the OWNER prior to initiating work on this project(s). The certificate shall state that the City shall be given ten (10) days written notice of cancellation or any change in the coverage of insurance certificates shall not exclude liability for failure to notify nor shall it state "endeavor to notify" in lieu of what is required. Full aggregate limits shall apply per project. At the OWNER'S request, the ENGINEER shall submit certified copies of the complete policies.

ARTICLE 12 - STATUS OF ENGINEER

It is understood and agreed between the parties hereto that the status of the ENGINEER and his employees, officers, agents and subconsultants, shall be that of an independent contractor to OWNER and it is not intended, nor shall it be construed, that the ENGINEER, or any of his employees, officers, agents, and subconsultants, is an agent, officer or employee of OWNER for any purpose.

ARTICLE 13 – PERSONNEL

A. The ENGINEER agrees to assign experienced and competent professional personnel to provide the services to the OWNER pursuant to this agreement. The ENGINEER 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:

Senior Project Manager: Craig P. Williams, PE
Project Manager/Engineer: Alex Kirkland, PE
Subconsultant: ____________________

B. The OWNER'S designated representative shall be Alex Kirkland of the City of Northport.

C. 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:

Client: ____________________

Engineer: Thompson Engineering
2900 8th Street
Tuscaloosa, AL 35401

D. ENGINEER represents and warrants to the OWNER that its Senior Project Manager for the principle performance of services by ENGINEER pursuant to the terms and conditions of this agreement shall be and remain Craig P. Williams and there shall be no change in the Project Chief Consultant without the prior written consent of the CITY's representative.

ARTICLE 14 – COMPENSATION

The OWNER agrees to pay the ENGINEER the following compensation as indicated for the respective completed engineering services. In billing for all services or reimbursements, the ENGINEER shall submit to OWNER'S representative, upon request, timesheets and other documentation satisfactory to OWNER'S representative to support said fees or expenses. Hourly rates shall be billed as per Exhibit "B" adopted herein by reference, plus direct expenses.

A. Preliminary Design: The ENGINEER shall receive, for the Preliminary Design Services, after approval by OWNER, the sum of $ N/A . This amount includes any design testing unless a separate amount is stated as compensation for design testing. This amount represents the total compensation to the ENGINEER for Preliminary Design Services on all phases of the project.

B. Final Design: The ENGINEER shall receive, for the Final Design Services, after approval by OWNER, the sum of $ N/A . This amount represents the total compensation to the ENGINEER for Final Design Services on all phases of the project.

C. Bid Phase: The ENGINEER shall receive for Bid Phase Services, upon award of construction contract by OWNER, the sum of $ N/A . This amount represents the total compensation to the ENGINEER for Bid Phase Services on all phases of the project.

D. Basic Engineering SDC: If the City determines to proceed with construction of all or any phase of the project, the ENGINEER shall receive compensation for Engineering Services During Construction, at an hourly rate as per Exhibit "B", as services are rendered, up to the maximum sum of $ N/A . This amount represents the total compensation to the ENGINEER for Engineering Services During Construction on all phases of the project.

E. Design Surveying: While a certain level of surveying is required for preliminary design and included within the compensation for those services, if the parties agree that the nature and extent of the project necessitate design surveying in excess of that normally required for design by indicating a compensation for those services, then the ENGINEER shall receive compensation for additional design surveying at an hourly rate as per Exhibit "B." However, the total cost to the OWNER shall not exceed $ N/A without OWNER'S written consent.

F. Maximum Payments: It is understood by and between the parties that, for providing the services in subsections A, B, C, D and E, the maximum total cost to the OWNER on all projects or phases shall not exceed $ N/A , unless specifically authorized by a written Amendment to this Agreement.

The ENGINEER'S preliminary estimate of the cost of construction of the project is stated in "Preliminary Design," Article 3.A.10 of this agreement. The ENGINEER acknowledges that the OWNER'S agreement to the compensation amounts set forth herein was derived in part from ENGINEER'S estimate of construction cost. As a consequence, if the total bid award for construction of the project is more than 15% less than ENGINEER'S estimate, the OWNER may elect to adjust or receive a refund from ENGINEER in an amount equal to the percentage excess beyond 15% of the bid award of the ENGINEER'S maximum payment.

G. Easements/Rights-of-Way: ENGINEER shall receive compensation for easements or rights-of-way services for all the project or any phase at an hourly rate as per Exhibit "B," as services are rendered, up to a maximum sum of $ N/A . This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

H. **Advanced Services During Construction (SDC); Administration and Inspections:** If the City determines to proceed with construction of all or any part of the project and to utilize the additional engineering construction services, project inspectors and other Services During Construction pursuant to Article 5, the ENGINEER shall receive compensation for such Services During Construction, as services are rendered, at an hourly rate as per Exhibit "B". This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

The cost to the OWNER for these services shall not exceed the following amounts calculated at the hourly rates as per Exhibit "B":

Construction Staking	$ N/A
"Record Drawings" Plans	$ N/A
All other SDC Services	$ 484,733.92

Provided, however, that the cost to OWNER stated herein is premised upon CONTRACTOR completing the project on time which, if the same is not the case due to no fault of the ENGINEER, the maximum cost will be reasonably adjusted accordingly upon written notice to OWNER. The written notice will be given to the OWNER by the ENGINEER prior to incurring the extra cost and demonstrating to the OWNER's satisfaction the reasons for incurring the increased expense.

I. Design Testing: The ENGINEER shall be reimbursed by the OWNER for design testing for all the phases of the project at an hourly rate as per Exhibit "B," as services are rendered, in an amount not to exceed $ N/A . This amount represents the total compensation to the ENGINEER for these services on all phases of the project. If no amount is stated, all design testing costs are included in the Preliminary Design amount set forth herein.

J. Construction Testing: ENGINEER shall be reimbursed by OWNER for construction testing (not design testing) for all the phases of the project at an hourly rate as per Exhibit "B," as services are rendered, up to a maximum of $ N/A – Included in Item H. . This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

K. Administration; Reimbursement of Expenses: ENGINEER shall be reimbursed by OWNER for the actual cost of miscellaneous fees and charges related to the project and for refunds of contract documents to Bidders in accordance with law; not to exceed a maximum of $ N/A – Included in Item H.
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L. Permitting, Licensing and/or Studies: The ENGINEER shall be reimbursed at an hourly rate as per Exhibit "B," as services are rendered, by OWNER for the specialized services as indicated in Article 6 for permitting, licensing or studies in an amount not to exceed $ N/A , without OWNER's consent. This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

M. Prequalification of Bidders: If the OWNER elects to prequalify bidders pursuant to applicable provisions of the Alabama Bid Law, the ENGINEER shall be compensated at an hourly rate as per Exhibit "B," as services are rendered, but not to exceed $ N/a . This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

N. Traffic Control Plan: The ENGINEER shall receive as compensation for development and design of a traffic control plan (TCP), after submission and review by the City Engineer, the sum of $ N/A . This amount represents the total compensation to the ENGINEER for the TCP, including revisions and modifications as the work progresses.

O. L.O.M.R.: The ENGINEER shall be reimbursed by OWNER for the cost for the specialized services of assisting the OWNER in obtaining letters of map revisions on drainage projects at an hourly rate as per Exhibit "B," as services are rendered, not to exceed $ N/A . This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

P. Sales and Use Tax Savings: In the event the OWNER and the Contractor determine to utilize a sales and use tax savings agreement in regard to the Project and if a compensation amount is indicated below, the ENGINEER will provide administration and coordination services to OWNER in regard to purchase orders, payments and invoices on the Project as required by the agreement between the OWNER and the Contractor. The ENGINEER shall be compensated for these services at the hourly rate reflected on Exhibit "B," as services are rendered, but not to exceed a maximum of $ N/A . This amount represents the total compensation to the ENGINEER for these services on all phases of the project.

Q. Generally: The OWNER may elect at its discretion to pay the ENGINEER a portion of the compensation due for any phase of services based upon an invoice of the ENGINEER prior to the completion of that phase or the approval by OWNER of that phase. The OWNER has the right to appeal or ask for clarification on any ENGINEER billing. In the event of termination by the OWNER, the ENGINEER shall be paid a pro rata share for the work deemed by the OWNER to be acceptably performed. This compensation is based upon services being provided in the calendar years ______________________.

The ENGINEER shall maintain books and accounts of project related payroll costs, travel, subsistence, field and incidental expenses, in accordance with generally accepted accounting principals and practices. Each of such documents shall indicate to which project or AGREEMENT they are applicable. Such books shall be available during ENGINEER'S normal business hours for the project duration and for a period of one (1) year after completion thereof for an examination by OWNER or OWNER'S representatives to the extent required to verify the costs incurred hereunder. Said books shall be maintained in the ENGINEER'S local offices.

Approvals by OWNER are for maintainability and usability only, not for adequacy or accuracy of design, Code compliance or other engineering services and shall in no way relieve ENGINEER of full responsibility to provide the full range of competent professional services required herein.

ARTICLE 15 - PERIOD OF SERVICE

The ENGINEER agrees to complete all services required by this AGREEMENT within the following time periods unless otherwise extended in writing by the OWNER. If delay is attributable only to the OWNER, or its officers, agents, and employees, then OWNER will grant ENGINEER a reasonable extension of time to complete any given phase. 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 in whole or in part to the ENGINEER or any of its subconsultants.

Time as stated herein refers to calendar days. Each phase of service required by this AGREEMENT shall be initiated immediately upon authorization by the OWNER. Time is of the essence.

A. **Completed Preliminary Design.** Where the work includes more than one project, it is anticipated that work by the ENGINEER shall proceed simultaneously on all projects; therefore, the ENGINEER must complete and submit for OWNER'S approval all items required for completed preliminary design and OWNER approval of the projects contained within this AGREEMENT together with the budget level estimates of construction costs, within ________N/A___ days from the date of execution of this AGREEMENT.

The OWNER shall then have thirty (30) days to review and comment upon the ENGINEER'S completed draft preliminary design after submission of the same by ENGINEER. (This review will be conducted primarily by the OWNER'S staff and other OWNER representatives).

The ENGINEER shall then promptly but within a maximum of thirty (30) days revise the completed draft preliminary design pursuant to the OWNER'S review and comments. The ENGINEER shall then resubmit the preliminary design to the OWNER and OWNER shall have thirty (30) days to review and obtain OWNER (City Council) approval or comment upon the ENGINEER'S completed preliminary design.

B. **Easement Negotiation, etc.** ENGINEER shall obtain all necessary permits, and assist the OWNER in acquiring deeds, consents, easements, or right-of-way acquisitions for the project simultaneously with final design. In the opinion of the ENGINEER, should condemnation be necessary, he shall promptly so notify OWNER so as not to delay the project.

C. **Final Design**. Where the work includes more than one project, it is anticipated that work by ENGINEER shall proceed simultaneously on all projects, therefore, the ENGINEER must complete and submit all items required in the final design phase including OWNER approval together with estimates of probable construction costs for the projects included within this AGREEMENT within ______N/A________ days from the date of approval by OWNER of completed preliminary design. The work shall also be submitted to ADEM and other applicable regulatory agencies at this time, if requested. Plans and specifications shall be available to bidders on that date. Provided; however, this shall not preclude preliminary submittals for the purpose of expediting ADEM or other regulatory agency approvals.

The OWNER shall then have thirty (30) days to review and comment upon the ENGINEER'S final design (including Contract Documents) after submission of the same by ENGINEER. These plans, specifications, and Contract Documents shall be complete, including all detail known necessary by the ENGINEER, and ready to bid, except for modifications resulting from OWNER'S reviews. (This review shall be conducted primarily by the OWNER'S staff and other OWNER representatives). The ENGINEER shall then promptly, but within a maximum of thirty (30) days, revise the final design pursuant to the OWNER'S review and comment. The ENGINEER shall promptly then resubmit ten (10) sets of the completed final Contract Documents to the OWNER and the OWNER shall have thirty (30) days to review and obtain OWNER (City Council) approval or comment upon ENGINEER'S completed final designs. The written approval of the OWNER shall be received prior to placing any advertisement for bids.

NOTE: The date for completion of preliminary or final design on each project (where more than one project is included in this AGREEMENT) shall be concurrent and not consecutive.

Completed preliminary design and final design documents (including Contract Documents) together with estimates of construction costs for each project in this AGREEMENT shall be submitted to the OWNER for approval. However, the review and approval by the OWNER and representatives, employees and agents of the OWNER, including the OWNER'S Program Coordinator, of the preliminary design, and the final design, or any other document including the Contract Documents shall not, in any way, relieve ENGINEER of responsibility or liability for the preliminary design and the final design, including the Contract Documents and other aspects of the work.

D. **Bidding Phase.** The ENGINEER must complete all services in the bidding phase pursuant to the requirements of this AGREEMENT within thirty (30) days of the date of approval by OWNER of completed final design and authorization by the OWNER to bid the project. In the event of a bid protest or similar problem through no fault of the ENGINEER, an appropriate time extension may be granted by the OWNER as provided for herein.

E. **<u>Construction Administration and Services During Construction</u>.** The ENGINEER must complete all services for the construction phase within the time period for the construction contract plus an additional sixty (60) days for the completion of the record drawings. This time period shall commence upon the issuance of a Notice to Proceed from the OWNER to the CONTRACTOR.

F. **<u>Miscellaneous</u>:** Approval of public agencies required for any project shall be obtained by ENGINEER prior to beginning of the succeeding phase. Approvals by OWNER are for maintainability and usability only, not for adequacy or accuracy of design, Code compliance or other engineering services and shall in no way relieve ENGINEER of full responsibility to provide the full range of competent professional services required herein.

G. **<u>Suspension, Delay, or Interruption of Work</u>.** The OWNER may suspend, delay, or interrupt the work of the ENGINEER on the PROJECT for the convenience of the OWNER or for reasons beyond the control of the OWNER or ENGINEER.

In the event such suspension, delay, or interruption of work necessitates an adjustment in the total compensation due the ENGINEER, the ENGINEER shall immediately so inform the OWNER in writing, and an adjustment may be made for any reasonable increases in the cost of the ENGINEER'S performance under this AGREEMENT, including personnel relocation and/or replacement costs and all other identifiable labor and expense costs through an Amendment to this AGREEMENT as herein provided.

Time is of the essence. The ENGINEER shall complete the work for each phase within the timeframe as stated herein. ENGINEER agrees to pay OWNER liquidated damages in the sum of Two Hundred ($200.00) Dollars per calendar day beyond a specified date that the work on any phase of the project for which the ENGINEER has contracted with the OWNER remains substantially or partially uncompleted attributable in whole or part to the ENGINEER.

ARTICLE 16 - FINAL PAYMENT

Upon satisfactory completion of the construction work on the project, its final inspection by ENGINEER, and final acceptance by the OWNER, the ENGINEER shall be paid any unpaid balance due to the ENGINEER for costs actually incurred under this AGREEMENT and as provided for in this AGREEMENT, provided that the Maximum Cost Limitation(s) is not exceeded. The ENGINEER shall not be paid for costs not incurred. Prior to such final payment under this AGREEMENT, or prior to settlement upon termination or abandonment of this AGREEMENT, and as a condition precedent thereto, the ENGINEER shall promptly deliver to the OWNER all required guaranties and record drawings.

If the OWNER abandons, terminates, delays or postpones the project, as defined herein, the ENGINEER shall deliver to the OWNER copies of all plans, specifications, documents and other work either completed or in progress along with his final statement for services rendered.

ARTICLE 17 – TERMINATION

This AGREEMENT shall be terminated by the OWNER without notice should the project be abandoned, or postponed or delayed for more than a twelve (12) month period. In the event ENGINEER fails to perform to satisfaction of OWNER or OWNER determines that the project should be abandoned, postponed or delayed, this contract may also be terminated by the OWNER for the convenience of the OWNER at the expiration of ten (10) days after written notice to the ENGINEER at any time. If the OWNER determines that the project is to be abandoned, postponed, terminated, or delayed, it shall so notify the ENGINEER in writing and the ENGINEER shall immediately stop all work on the project. The ENGINEER shall be compensated in accordance with Article 3 for services rendered as of the date of notification that the AGREEMENT is to be terminated. No compensation shall be made for lost profit, reassigned personnel, etc.

Should the project as herein agreed be terminated or abandoned, or upon the completion of services or any phase thereof, the ENGINEER shall deliver, unless requested by OWNER to postpone delivery until so requested, ten (10) sets of plans and specifications and other work documents. In addition to its rights pursuant to Article 9 and 10, the OWNER shall be entitled to use these plans and specifications, with or without modification, for the construction of all or part of the entire project. In the event OWNER utilizes incomplete plans, etc., of ENGINEER, it agrees it will not hold ENGINEER liable or responsible thereby.

In the event ENGINEER fails to perform to the satisfaction of OWNER, the OWNER may terminate this AGREEMENT during any phase or at the completion of any phase, and may also contract with another party to complete the project. When this AGREEMENT is terminated, the OWNER shall be under no obligation to pay any amount exceeding the various maximums as set forth herein.

Should the OWNER terminate this AGREEMENT as provided herein, the OWNER shall be under no obligation to pay the ENGINEER for work inadequately performed or not performed.

Loss of Grant Funds. It is understood and agreed by and between the parties that to the extent any of the compensation to ENGINEER 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 ENGINEER 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 ENGINEER for services rendered and expenses incurred, it will not be liable to ENGINEER or any of ENGINEER'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 ENGINEER. ENGINEER agrees to indemnify and hold harmless the OWNER of and from any claim or cause of action arising out of or in any manner associated with termination of services due to a loss of Grant funds from ENGINEER and/or any subconsultant. Provided; however, if the OWNER loses Grant funding due to a failure of ENGINEER or any of ENGINEER's subconsultants failure to perform services, then ENGINEER shall be liable to OWNER and shall refund to OWNER any compensation and expenses paid by OWNER for such services.

ARTICLE 18 - ATTACHMENTS, MISCELLANEOUS CLAUSES, SCHEDULES, AND SIGNATURES

It is further mutually agreed:

ATTACHMENTS

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

Exhibit A.	Scope of Services
Exhibit B.	Hourly Per Diem Rate Schedule of Charges or Salary Cost
Exhibit C.	
Exhibit D.	

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

Article 19-MISCELLANEOUS CLAUSES

A. **Notice and Service Thereof:**

1. All notices, demands, requests, change orders, instructions, approvals and claims shall be in writing. Unless expressly otherwise provided elsewhere in this agreement, any election, notice or other communication required or permitted to be given under this agreement shall be in writing and deemed to have been duly given if provided in accordance with the provisions hereof.
2. Any notice to or demand upon either party shall be in writing and shall be sufficiently given if addressed to the parties' representative at the address stated herein and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered with charges prepaid to any telegraph company for transmission to the party.

B. **City Representative:** The City's representative on this project is hereby designated as ____________________________________ and whose address is ____.

With a copy to: Glenda Webb, City Administrator, City of Northport, Post Office Box 569, Northport, Alabama 35476, Telephone: (205) 339-7000

C. **Contractor Representative:** The ENGINEER's representative on this project is hereby designated as Craig P. Williams and whose address is 2900 8th Street, Tuscaloosa, AL.

D. **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.
8. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement;

9. Each party represents and warrants that the execution and delivery of this agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.
10. This agreement constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:
    (a) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights.
    (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
11. Neither party will enter into any agreement to do anything prohibited in this agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder
12. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement;

E. **Ownership of Contract Documents:** The Contract Documents, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract Documents, 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 Project. 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, its officers, agents and employees 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.

F. **No Waiver of Rights:** Neither the inspection, review or approval by the City or any of their officers, employees, agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Engineer, nor any extension of time, nor any possession taken by the City or its employees, or non enforcement of any provision of this agreement by either party shall operate as a waiver of any provision of this agreement, or any power herein reserved to the City, or any right to damages, nor shall any waiver of any breach in this agreement be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the City's rights under any warranty.

G. **Subletting or Assigning of Contract:** Limitations: The ENGINEER shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the agreement, his obligations, right, or interest therein, or its power to execute such agreement, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the ENGINEER of any duty or responsibility for the fulfillment of the agreement. A sale, conveyance or transfer of 50% or more of the stock or ownership of the ENGINEER shall be considered an assignment. Provided; however, in no event shall any portion of this agreement be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

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 constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this 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 party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

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.

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

R. **Non Discrimination:** The ENGINEER agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race color, religion, sex, age or disability. (The ENGINEER shall fully comply with the Americans with Disabilities Act), the Fair Labor Standards Act and all other applicable laws and regulations).

S. **Fines and Penalties:** The ENGINEER shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner and/or ENGINEER which are related to the ENGINEER's activities. The Owner shall deduct the amount of the levied fine or penalty from the Contract amount.

T. **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.

U. **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.

V. **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.

ARTICLE 20. 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.

ARTICLE 21. 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.

ARTICLE 22. COMPLIANCE WITH ACT 2016-312

By signing this contract, the contracting parties affirm, for the duration of the agreement, that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

CITY OF NORTHPORT, a Municipal Corporation

ATTEST:

BY:______________________________

Glenda Webb, City Administrator

____

ENGINEER:

ATTEST: ______________________________

BY:______________________________

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 Craig Williams, who is named as Engineer, 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 7th day of September, 2023.

____________________ Notary Public

DONNA L. MILLS
NOTARY PUBLIC
MY COMMISSION EXPIRES 11-01-2025
ALABAMA STATE AT LARGE

My Commission Expires: 11-1-2025

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.8.
MEETING DATE: September 18, 2023
SUBJECT: Resolution Approving Agency Funding Contracts

Unfinished Business:	New Business:	Consent Agenda:
Public Hearing:	First Reading:	Second Reading:

Prepared By: Kelly Homan **Approved By: Darren McGee**

Summary:
This resolution is to authorize agency funding contracts for FY2024 to the agencies and amounts listed below.

Recommendation:
Approve this resolution.

Funding Source/GL Code:
GL Code No. Various Amount: $872,500.00

Motion for Consideration:
I move to adopt the resolution for the proposed authorization of agency funding agreements.

RESOLUTION NO. 23 -

RESOLUTION ALLOCATING SPECIAL APPROPRIATIONS FROM FY2024 FUNDS TO SELECT FUNDED AGENCIES

WHEREAS, the City of Northport has allocated fund in the annual budget for local entities in the past; and

WHEREAS, as recommended by the Finance Committee, the City wishes to allocate special appropriations from FY2024 funds for the selected funded agencies; and

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

1. The Finance Director is hereby authorized to allocate special appropriations from FY2024 funds for the following entities:
    a. Tuscaloosa Public Library in the amount of $176,000.00
    b. Kentuck Museum in the amount of $68,000.00
    c. FOCUS in the amount of $60,000.00
    d. Tuscaloosa County Industrial Development Authority $30,000.00
    e. Friends of Historic Northport in the amount of $5,000.00
    f. Warrior Baseball in the amount of $25,000.00
    g. Arts Council – Fine Arts Initiative - $95,000.00
    h. Tuscaloosa County PARA in the amount of $236,000.00
    i. Tuscaloosa County Emergency Management in the amount of $90,000.00
    j. Tuscaloosa Tourism and Sports in the amount of $35,000.00
    k. West Alabama Food Bank in the amount of $25,000.00
    l. UCP of West Alabama in the amount of $5,000.00
    m. Arts Council (Bama Theatre) in the amount of $2,500.00
    n. Tuscaloosa Children's Theatre in the amount of $5,000.00
    o. Blue Haven in the amount of $2,500.00
    p. Finally Making a Life, Inc. in the amount of $2,500.00
    q. Skilled Trades of West Alabama in the amount of $5,000.00
    r. TSNIP in the amount of $5,000.00

2. This resolution shall become effective immediately.

RESOLVED AND DONE THIS 18th DAY OF SEPTEMBER, 2023

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

____

Jeff Hogg, Its President

ATTESTED:

____

Glenda D. Webb, City Administrator

Reading: September 18, 2023
Motion By:
Second By:

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.9.
MEETING DATE: September 18, 2023
SUBJECT: Resolution Approving Agency Funding Contract for the Metro Animal Shelter

Unfinished Business:	New Business:	Consent Agenda:
Public Hearing:	First Reading:	Second Reading:

Prepared By: Kelly Homan **Approved By: Darren McGee**

Summary:
This resolution is to authorize agency funding for FY2024 to the Metro Animal Shelter in the amount of $201,939.00.

Recommendation:
Approve this resolution.

Funding Source/GL Code:
GL Code No. 01-41-000-50803 Amount: $201,939.00

Motion for Consideration:
I move to adopt the resolution for the proposed authorization of the Metro Animal Shelter funding.

RESOLUTION NO. 23 -

RESOLUTION ALLOCATING SPECIAL APPROPRIATIONS FROM FY2024 FUNDS TO METRO ANIMAL SHELTER

WHEREAS, the City of Northport has allocated fund in the annual budget for local entities in the past; and

WHEREAS, as recommended by the Finance Committee, the City wishes to allocate special appropriations from FY2024 funds for the selected funded agencies; and

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

1. The Finance Director is hereby authorized to allocate special appropriations from FY2024 funds for the Tuscaloosa Metro Animal Shelter in the amount of $201,939.00
2. This resolution shall become effective immediately.

RESOLVED AND DONE THIS 18th DAY OF SEPTEMBER, 2023

CITY COUNCIL OF THE
CITY OF NORTHPORT

____
Jeff Hogg, Its President

ATTESTED:

____
Glenda D. Webb, City Administrator

Reading: September 18, 2023
Motion By:
Second By:

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.10.
MEETING DATE: September 18, 2023
SUBJECT: Resolution Approving Agency Funding Contract for Arts n Autism

Unfinished Business:	New Business:	Consent Agenda:
Public Hearing:	First Reading:	Second Reading:

Prepared By: Kelly Homan **Approved By: Darren McGee**

<u>Summary:</u>
This resolution is to authorize agency funding for FY2024 to Arts n Autism in the amount of $2,500.00.

Recommendation:
Approve this resolution.

Funding Source/GL Code:
GL Code No. 01-41-000-50817 Amount: $2,500.00

Motion for Consideration:
I move to adopt the resolution for the proposed authorization of the Arts n Autism funding.

RESOLUTION NO. 23 -

RESOLUTION ALLOCATING SPECIAL APPROPRIATIONS FROM FY2024 FUNDS TO ARTS N AUTISM

WHEREAS, the City of Northport has allocated fund in the annual budget for local entities in the past; and

WHEREAS, as recommended by the Finance Committee, the City wishes to allocate special appropriations from FY2024 funds for the selected funded agencies; and

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

1. The Finance Director is hereby authorized to allocate special appropriations from FY2024 funds for Arts n Autism in the amount of $2,500.00.
2. This resolution shall become effective immediately.

RESOLVED AND DONE THIS 18th DAY OF SEPTEMBER, 2023

CITY COUNCIL OF THE
CITY OF NORTHPORT

____
Jeff Hogg, Its President

ATTESTED:

____
Glenda D. Webb, City Administrator

Reading: September 18, 2023
Motion By:
Second By:

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.11.
MEETING DATE: September 18, 2023
SUBJECT: Resolution Approving Agency Funding Contract for the Boys & Girls Clubs of West Alabama

Unfinished Business:	New Business:	Consent Agenda:
Public Hearing:	First Reading:	Second Reading:

Prepared By: Kelly Homan **Approved By: Darren McGee**

Summary:
This resolution is to authorize agency funding for FY2024 to the Boys & Girls Clubs of West Alabama in the amount of $60,000.00.

Recommendation:
Approve this resolution.

Funding Source/GL Code:
GL Code No. Amount: $60,000.00

Motion for Consideration:
I love to adopt the resolution for the proposed authorization of the Boys & Girls Clubs of West Alabama.

RESOLUTION NO. 23 -

RESOLUTION ALLOCATING SPECIAL APPROPRIATIONS FROM FY2024 FUNDS TO BOYS & GIRLS CLUBS OF WEST ALABAMA

WHEREAS, the City of Northport has allocated fund in the annual budget for local entities in the past; and

WHEREAS, as recommended by the Finance Committee, the City wishes to allocate special appropriations from FY2024 funds for the selected funded agencies; and

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

1. The Finance Director is hereby authorized to allocate special appropriations from FY2024 funds for the Boys & Girls Clubs of West Alabama in the amount of $60,000.00.
2. This resolution shall become effective immediately.

RESOLVED AND DONE THIS 18th DAY OF SEPTEMBER, 2023

CITY COUNCIL OF THE
CITY OF NORTHPORT

____
Jeff Hogg, Its President

ATTESTED:

____
Glenda D. Webb, City Administrator

Reading: September 18, 2023
Motion By:
Second By:

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.12.
MEETING DATE: September 18, 2023
SUBJECT: Resolution Approving the 2023 Resurfacing 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 approve the attached 2023 resurfacing list using funds that were previously allocated for this project. There is no fiscal impact for this approval.

Recommendation:
I recommend that this request be approved.

Funding Source/GL Code:
GL Code No. N/A Amount: $0

Motion for Consideration:
I move that the City Council approve the 2023 Resurfacing project.

RESOLUTION NO. 23

RESOLUTION APPROVING THE 2023 RESURFACING PROJECT

WHEREAS, the Engineering department is requesting that the City Council approve the 2023 Resurfacing Project; and,

WHEREAS, the resurfacing list has been reviewed, and it is attached; and,

WHEREAS, the City Council has previously approved the allocation of funds for the 2023 Resurfacing Project; and,

WHEREAS, the City Engineer is prepared to execute the contract(s) for resurfacing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Council approve the 2023 Resurfacing Project and permit the City Engineer to execute the contract(s) pertaining to the project.

RESOLVED AND DONE this 18th day of September 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: ______________________________
Jeff Hogg, Its President

ATTEST:

____
Glenda D. Webb
City Administrator

Motion By:
Second By:

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.1.
MEETING DATE: September 18, 2023
SUBJECT: Minutes, Regular Meeting, September 7, 2023

Unfinished Business:	New Business:	Consent Agenda:
Public Hearing:	First Reading:	Second Reading:

Prepared By: **Approved By:**

Summary:

Recommendation:

Funding Source/GL Code:
GL Code No. Amount: $

Motion for Consideration:
Approval of the Consent Agenda will approve this expense in the amount of $________________ to _____________________.

The regular called Meeting of the Northport City Council convened at 5:30 p.m. on Thursday, September 7, 2023, at Northport City Hall, located at 3500 McFarland Blvd, Northport, AL, 35476, in the Council Chambers.

The invocation was offered by Mayor Hinton. President Hogg led the assembly in the Pledge of Allegiance.

Upon roll call, the following were found to be present: President Hogg, Pro Tem Bobo, Councilman Wiggins, Councilman Washington, and Councilwoman Dykes. Also present at tonight's meeting: Mayor Hinton and City Administrator Webb.

Mayor Hinton presented Tuscaloosa Rehabilitation and Hand Center a proclamation recognizing them as September Business of the Month in the City of Northport.

Through proclamation, Mayor Hinton recognized September as Childhood Cancer Awareness Month in the City of Northport.

Motion by President Hogg, **Second** by Councilman Wiggins **to approve the agenda for September 7, 2023, Council Meeting with the addition of 9b14, Resolution Ratifying the Signing of the Settlement Agreement by the City Administrator Pertaining to the Eddie Kane Steel Litigation, deletion of item 11b1, Fixing the Cost of Nuisance Weed Abatement and Authorizing the Filing of a Lien for Property Located at 4501 Lakeshore Drive; and the addition of an Executive Session for Economic Development.** Roll call was as follows: President Hogg, Yes; Councilman Wiggins, Yes; Pro Tem Bobo,Yes; Councilman Washington, Yes; and Councilwoman Dykes, Yes. **Motion Carried Unanimously.**

First Reading was offered by Pro Tem Bobo, Ordinance Adopting the FY2024 General Fund Operating Budget.

First Reading Offered By Councilman Wiggins, Ordinance Adopting the FY2024 Water & Sewer Fund Operational Budget.

Motion by Councilman Wiggins, **Second** by Councilman Washington **to adopt Resolution 23-164 for the proposed reallocations of 2022 Northport First Funds.** Roll call was as follows: Councilman Wiggins, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. Motion Carried Unanimously.

Motion by Pro Tem Bobo, **Second** by Councilman Washington **to adopt Resolution 23-165 authorizing the City Administrator to enter into an agreement with ESO Solutions, Inc. for NFIRS & EHR Compliant Reporting Software for a period of 1 year beginning October 1, 2023, through September 30th, 2024. Approval of this agreement allows the City Administrator to approve any related purchase requisitions**. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes; Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Washington, **Second** by Pro Tem Bobo **to adopt Resolution 23-168 authorizing the Mayor to enter into an agreement with Berkshire**

Hathaway Insurance Company through Cobbs-Allen for Stop Loss Insurance. Roll call was as follows: Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Councilman Washington **to adopt Resolution 23-167 awarding bid for Water & Wastewater Chemicals, Bid File 23-12, to the lowest bidders meeting specifications and having the lower unit price as itemized in the attached bid tabulation and to authorize the City Administrator to approve, as needed, all requisitions for water and wastewater chemicals using the unit prices from said bid file.** Roll call was as follows: Councilman Wiggins, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Washington **to adopt Resolution 23-168 awarding the bid for Water & Wastewater Supplies, Bid File 23-13, to the lowest bidders meeting specifications and having the lowest unit price as itemized in the attached bid tabulation and to authorize the City Administrator to approve, as needed, all requisitions for water and wastewater supplies using the unit prices from said bid file.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously,**

Motion by Councilman Washington, **Second** by Councilman Wiggins **to adopt Resolution 23-169 authorizing the City Administrator to accept a proposal from Southeastern Network of Athletic Professionals (SNAP) Sports Tourism Consulting for representation of the sports complex.** Roll call was as follows: Councilman Washington, Yes; Councilman Wiggins, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Washington, **Second** by Pro Tem Bobo **to adopt Resolution 23-170 authorizing the City Administrator to execute a ROW Use Agreement with Grand Pointe Homeowners Association for parking for Grand Pointe VI.** Roll call was as follows: Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Wiggins **to adopt Resolution 23-171 authorizing the City Administrator to execute Amendment 01 with Kimley-Horn and Associates, Inc. for Professional Services for the Twomile Creek Drainage Study.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Wiggins, Yes; Councilman Washington, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Councilman Washington **to adopt Resolution 23-172 rejecting all bids for the Water Treatment PLant Chemical System Improvements Project.** Roll call was as follows: Councilman Wiggins, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Washington, **Second** by Councilwoman Dykes **to adopt Resolution 23-173 authorizing the City Administrator to execute Amendment 01 with Kimely-Horn and Associates, Inc. for Professional Services for the Hydraulic Analysis of Mill Creek and Tater Hill Creek.** Roll call was as follows: Councilman Washington, Yes; Councilwoman Dykes, Yes; Pro Tem Bobo, Yes; Councilman Wiggins, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Washington **to adopt Resolution 23-174 accepting Change Order #2 for the Hwy 82 Water and Sewer Relocation Project (ALDOT Project No. STPOA-0006(564)), which reduces the contract price by $154,208.15, and authorize the City Administrator to execute the necessary documents to proceed with said project.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Councilwoman Dykes **to adopt Resolution 23-175 authorizing the City Administrator to execute a contract with Central Alabama Aspalt & Construction Co., LLC for G Surface Treatment on 75th Avenue in the amount of $49,500.00.** Roll call was as follows: Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Pro Tem Bobo, Yes; Councilman Washington, Yes; and President Hogg, Yes. **Motion Carried unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Wiggins **to adopt Resolution 23-176 authorizing the City Administrator to execute a proposal from the Cassady Company, Inc. for Engineering Services for Sanitary Sewer Improvements at Applewood Drive.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Wiggins, Yes; Councilman Washington, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Councilman Washington **to adopt Resolution 23-177 ratifying the signing of the Settlement Agreement by the City Administrator pertaining to the Eddie Kane Steel Litigation**. Roll call was as follows: Councilman Wiggins, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Consent Agenda
Motion by Councilman Wiggins, Second by Pro Tem Bobo to approve Consent Agenda for September 7, 2023, Council Agenda:

1. Minutes, August 21, 2023, Regular Meeting- Ms. Webb
2. Bill Listing
3. PO Requisition, Employee Reimbursement, Jacob Hixon and Kaliq Snelson, Paramedic License Test Cost, $320.00 ($160.00 each)- Chief Marshall
4. PO Requisition, UCP Playground Parts, Struther's Recreation, $7,318.64- Ms. Starnes
5. PO Requisition, Crane Rental for Aeration Basin Repairs at WWTP, Brion Hardin Construction, Inc., LLC., $7,840.00- Mr. Turner
6. PO Requisition, 75th Avenue G Surface Treatment, Central Alabama Asphalt & Construction, Co. LLC., $49,500.00- Ms. Tubbs

7. PO Requisition, Electrical Inspection at WWTP, Circuit Breaker Sales & Repair, Inc., $11,450.00- Mr. Turner
8. PO Requisition, Meal Reimbursement, William Carpenter, $115.35- Chief Burton
9. PO Requisition, Fuel Reimbursement, Jose Martinez, $20.01- Chief Burton
10. PO Requisition, Fuel Reimbursement, Gerald Burton, $56.13- Chief Burton

Roll call was as follows: Councilman Wiggins, Yes; Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilwoman Dykes, No; and President Hogg, Yes. Motion Carried.

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

b. There was **one** Public Hearing items on the agenda for the Legal Department, 11b1, Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 4501 Lakeshore Drive, Parcel No. 63-31-02-03-3-001-004.000. **This item was deleted upon approval of the agenda.**

Item 11b1, Resolution fixing the cost of nuisance weeb abatement and authorizing filing of a lien for property located at 4501 Lakeshore was deleted upon approval of the agenda.

c. There were two items under Public Hearings for the Planning & Inspection Department.

President Hogg Opened the Floor for a Public Hearing for Agenda Item, 11c1, Ordinance for Annexation of Approximately 0.74 acres located at 2015 Mitt Lary Road, Zoned for RS-1.
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, Ordinance for Annexation of Approximately 0.74 acres located at 2015 Mitt Lary Road, Zoned for RS-1.

Motion by Councilman Wiggins, **Second** by Councilman Washington **to adopt Ordinance 2200 annexing approximately 0.74 acres located at 2015 Mitt Lary Road, zoned for RS-1.** Roll call was as follows: Councilman Wiggins, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

President Hogg Opened the Floor for a Public Hearing for Agenda Item, 11c2, Ordinance for Annexation of Approximately 5.28 acres located at 2121 Mitt Lary Road, Zoned for RS-1.
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, 11c2, Ordinance for Annexation of Approximately 5.28 acres located at 2121 Mitt Lary Road, Zoned for RS-1.

Motion by Councilman Wiggins, **Second** by Councilman Washington **to adopt Ordinance 2201 annexing approximately 5.28 acres located at 2121 Mitt Lary Road, zoned for RS-1.** Roll call was as follows: Councilman Wiggins, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

d. There were **no** Public Hearing items under Public Hearing items under **Police Department**.

MAYOR AND COUNCIL MEMBER'S BUSINESS

Mayor Hinton- Mayor Hinton announced he would be giving a review of where the City is during the October 2, 2023 Council meeting.

Pro Tem Bobo, District 1- Pro Tem Bobo had no official business to discuss for District1.

Councilman Washington, District 2- Councilman Washington announced academic tutoring would begin at the Hasson Center beginning Sept 12, 2023 and running through November 14. Tutoring is offered through the University of Alabama's Culverhouse School of Accountancy Lift Program. The Boys and Girls Club will host the afterschool program and will do local school pickup and transport students to the Hasson Center. **Councilman Wiggins, District 3**- Councilman Wiggins had no official business for District 3 but did offer a "Roll Tide" to the citizens and staff in attendance.

Councilwoman Dykes, District 4- Councilwoman Dykes had no official business to discuss for District 4.

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

Motion by President Hogg, **Second** by Councilman Wiggins **to adjourn the meeting into Executive Session to discuss Economic Development. The session should take no longer than 60 (sixty) minutes. It is anticipated that the Council will not take action after the Executive Session is concluded.** Staff members are dismissed. Roll call was as follows: President Hogg, Yes; Councilman Wiggins, Yes; Pro Tem Bobo, Yes; Councilman Washington, Yes; and Councilwoman Dykes, Yes. **Motion Carried Unanimously.**

Council adjourned into Executive Session at 6:08 p.m.

Council reconvened into Regular Council Meeting at 8:27 p.m. with no action needing to be taken.

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

There being no further business to come before the Council, the meeting was adjourned at 8:27 p.m.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.2.
MEETING DATE: September 18, 2023
SUBJECT: Bill Listing

Unfinished Business:	New Business:	Consent Agenda:
Public Hearing:	First Reading:	Second Reading:

Prepared By: Whitney DuBose **Approved By:**

Summary:

Recommendation:

Funding Source/GL Code:

Motion for Consideration:

Expense Approval Report

City of Northport

By (None)

Payment Dates 8/31/2023 - 9/13/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Jeff Gregory	INV0020396	09/07/2023	ROW Permit #ROW23-000008…	725.00
Eddie Kane Steel Products Inc	INV0020439	09/07/2023	Sales Tax Refund	305.81
				1,030.81
Department: 13 - Mayor & City Council				
Verizon	9942361680	08/31/2023	942073882-00001	245.05
Verizon	9942736217	09/07/2023	423469999-00001	49.29
Healing Steps Movement Inc	INV0020441	09/07/2023	Admin - Dist Dev Funds	300.00
Tuscaloosa County High School	INV0020443	09/07/2023	WRESTLING	500.00
Tuscaloosa County High School	INV0020442	09/07/2023	Admin - Dist Dev Funds	1,000.00
			Department 13 - Mayor & City Council Total:	**2,094.34**
Department: 15 - Administrative				
KPS Group Inc	Proj 228006-00 Inv 8	08/31/2023	BLANKET PO - KPS Group (Co…	24,074.26
Moore Petroleum Co. Inc.	INV0020440	09/07/2023	01-000101	645.27
Moore Petroleum Co. Inc.	INV0020440	09/07/2023	01-000101	49.82
Verizon	9942361680	08/31/2023	942073882-00001	153.78
Spire	INV0020377	08/31/2023	3401 Main Ave C 0420679877	403.50
Spire	INV0020381	08/31/2023	512 Main Ave 4973862222	16.60
Terri Lane Photography	120558	08/31/2023	Holiday Open House Photogra…	250.00
Power and Rubber Supply	3425239	08/31/2023	Civic Center - AC unit belt repa..	116.80
Verizon	9942736217	09/07/2023	423469999-00001	90.93
Northport Electrical Supply Inc.	V1028363	09/07/2023	City Hall Tag Dept. - A/C repair	74.00
Stericycle Inc.	8004543912	09/07/2023	1000280675	126.41
American Fence Co.	9103466	08/31/2023	Repair bent fence panels at U…	481.52
Cintas	4166045263	08/31/2023	Payer # 14353428	39.62
Tuscaloosa Tire & Service Cen…	N284384	09/07/2023	Admin. Vehicle #8041 - tires	618.47
Lowe's Home Centers Inc.	01769	09/07/2023	City Hall Lighting - 2" pipe 10 ft	202.20
Lowe's Home Centers Inc.	01770b	09/07/2023	City Hall Lighting - 3" pipe 10 ft	233.20
USI Insurance Svc LLC Alabama	4742851	09/07/2023	2023 STALKER MESSAGE BOA…	76.00
USI Insurance Svc LLC Alabama	4742866	09/07/2023	FLAT BED TRAILER	18.00
USI Insurance Svc LLC Alabama	4742907	09/07/2023	1100 UCP PKWY	311.00
Keeling Company	S4374405.001	09/07/2023	AGENDA 8.21.23 - City Hall Lig…	8,376.11
Lowe's Home Centers Inc.	88624	09/07/2023	City Hall Lighting - 3" pipe 10 ft	21.83
DP Holdings LLC	INV0020398	09/07/2023	Property Lease - October 2023	2,750.00
Amazon Capital Services	1DMX	09/07/2023	Shipping on Panels	30.90
Amazon Capital Services	1DMX-6RPQ-GDWP	09/07/2023	Panels for Frozen	968.04
			Department 15 - Administrative Total:	**40,128.26**
Department: 16 - Legal				
Espym Scogin & Cain PC	91796	09/07/2023	Barnes Moody-University Plac…	1,313.35
Verizon	9942361680	08/31/2023	942073882-00001	131.28
Verizon	9942736217	09/07/2023	423469999-00001	48.61
Mary Virginia Buck	INV0020399	09/07/2023	Retainer Services - September…	350.00
			Department 16 - Legal Total:	**1,843.24**
Department: 17 - Municipal Court				
Moore Petroleum Co. Inc.	INV0020440	09/07/2023	01-000101	73.88
Christopher Edward Allen	INV0020367	08/31/2023	Special Judge 8/16/23	875.00
One Source Office Products LLC	IN-15608	08/31/2023	Court - Office/Organization Su…	1,375.20
Krebs Law LLC	INV0020402	09/07/2023	Judicial Services - City Prosecu…	3,953.50
Paul W. Patterson II P.C.	INV0020403	09/07/2023	Judicial Services - Municipal J…	5,953.50
			Department 17 - Municipal Court Total:	**12,231.08**
Department: 22 - Information Technology				
Verizon	INV0020364	08/31/2023	Staff Engineer - iPad Pro 256G…	1,299.99
Comcast Cable	INV0020369	08/31/2023	3500 McFarland Blvd 8396 90 …	95.00
Comcast Cable	INV0020371	08/31/2023	3500 McFarland Blvd OFC 839…	573.69

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Verizon	9942361680	08/31/2023	942073882-00001	80.02
A T & T	0311881800	08/31/2023	831-000-7518 053	541.97
Comcast Cable	INV0020374	08/31/2023	3721 26th Ave OFC 8396 90 0…	338.50
Comcast Cable	INV0020373	08/31/2023	5410 Hwy 69N 8396 90 014 0…	413.18
Comcast Cable	INV0020375	08/31/2023	5410 Hwy 69N 8396 90 014 0…	243.85
T-Mobile US Inc.	INV0020383	08/31/2023	976900299	110.59
Spectrum Business	177395401082223	08/31/2023	13205 Martin Rd SPUR 17739…	117.98
Verizon	9942736217	09/07/2023	423469999-00001	120.03
VC3 INC.	122791	08/31/2023	IT - Monthly Backup for comp…	2,240.00
VC3 INC.	CM0000122	08/31/2023	Credit on Account	-88.91
Amazon Capital Services	1YNR-WMK6-Q96L	08/31/2023	IT - Power adapters for car pri…	38.97
Xerox Corporation	IN2357376	09/07/2023	PER COPY CHARGE 7/29-8/28…	557.91
T-Mobile US Inc.	INV0020363	08/31/2023	IT - Postage Fee - Replacement..	20.00
Peerless Network	31649	09/07/2023	CITYOFNO8441	2,591.25
Peerless Network	31757	09/07/2023	CITYOFNO4051	418.97
New Horizons Communication…	C78296	09/07/2023	CORP-779914	110.23
Amazon Capital Services	1PQ1-9T3T-WDF3	09/07/2023	PO 23-3114	42.51
Verizon	INV0020395	09/07/2023	IT - iPad Order	1,299.99
Verizon	INV0020393	09/07/2023	Apple iPad Pro 12.9 in 6th Ge…	1,299.99
			Department 22 - Information Technology Total:	**12,465.71**
Department: 25 - Finance				
Verizon	9942361680	08/31/2023	942073882-00001	235.33
			Department 25 - Finance Total:	**235.33**
Department: 26 - Human Resources				
Alabama Interactive, LLC	4762078	09/07/2023	2023 MVR Checks	2,650.00
Jeff Redding	INV0020362	08/31/2023	Reimburse Expenses for HR C…	55.66
Jeff Redding	INV0020362	08/31/2023	Reimburse Expenses for HR C…	59.40
Jeff Redding	INV0020362	08/31/2023	Reimburse Expenses for HR C…	16.37
Verizon	9942361680	08/31/2023	942073882-00001	91.27
Badgepass Inc.	INV108327	09/07/2023	Support for Badge Makers	650.00
			Department 26 - Human Resources Total:	**3,522.70**
Department: 28 - Planning & Inspections				
Verizon	9942361680	08/31/2023	942073882-00001	222.55
Verizon	9942736217	09/07/2023	423469999-00001	268.17
Tuscaloosa Blueprinting & Rep…	184973	08/31/2023	Business Notecards for Julie	265.00
Amazon Capital Services	1CKM-M6MJ-VJLV	09/07/2023	Amazon - P & I office supplies	481.21
			Department 28 - Planning & Inspections Total:	**1,236.93**
Department: 32 - Engineering				
Alabama Dept of Transportati…	SWA008581	08/31/2023	Invoice - ALDOT (Dated 8/31/…	545.20
Kimley-Horn and Associates In…	014520006-0723	08/31/2023	ADA Transition Plan Update	3,664.00
Thompson Engineering Inc	230702701	08/31/2023	Proposal for Resurfacing 2023	3,803.89
Amazon Capital Services	16KX-DJYW-HR76	09/07/2023	Invoice - Amazon	175.94
Verizon	9942361680	08/31/2023	942073882-00001	364.36
Amazon Capital Services	1HGT-ML4V-6P3D	09/07/2023	Invoice - Amazon	34.19
Verizon	9942736217	09/07/2023	423469999-00001	238.84
OESCO LLC	107644	09/07/2023	Invoice - Red Rhino Office Sup…	53.28
			Department 32 - Engineering Total:	**8,879.70**
Department: 33 - Police				
VC3 INC.	CM0000121	08/17/2023	Credit PO 23-2579	-238.91
Steven Foster	INV0020384	08/31/2023	Meal Reimbursement	77.46
Moore Petroleum Co. Inc.	INV0020440	09/07/2023	01-000101	9,599.41
J & J Telephone Inc.	71290RJ	09/07/2023	J&J Telephone Invoice	2,750.00
Verizon	9942361680	08/31/2023	942073882-00001	200.05
GFL Environmental Inc.	UI00000023044	08/31/2023	UI1703	327.46
Spire	INV0020379	08/31/2023	3000 Charlie Shirley Rd 21140…	79.18
W.H. Thomas Oil	506338	08/31/2023	PD - Havoline Synth 0w20	452.25
Verizon	9942736217	09/07/2023	423469999-00001	105.41
VC3 INC.	122789	08/31/2023	Credit	150.00
Power and Rubber Supply	3425345	09/07/2023	PD - AC air handler fan	50.40

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
VC3 INC.	CM0000123	08/31/2023	Credit on Account	-150.00
Ander's Hardware Co. Inc.	N1212788	08/31/2023	PD - chiller wash out	73.97
Amazon Capital Services	134W-XFXC-LFGG	08/31/2023	PUmpkin supplies	693.42
Pro-Vision LLC	INV2119861	08/31/2023	Body Camera Clips	961.87
Spire	INV0020387	08/31/2023	3721 26th Ave 1177523333	25.21
Northport Auto Supply Co. Inc.	100782444	09/07/2023	PD #438 - radiator	353.18
Northport Auto Supply Co. Inc.	100782479	09/07/2023	PD #458 - knock sensors	20.66
Northport Auto Supply Co. Inc.	100782753	09/07/2023	PD #436 - cooling fans	158.05
Northport Auto Supply Co. Inc.	100782774	09/07/2023	PD Silver Charger - head light	15.41
Northport Auto Supply Co. Inc.	100783009	09/07/2023	PD #419 - thermostat & cap	24.99
Northport Auto Supply Co. Inc.	100783012	09/07/2023	PD #419 - coolant tank	96.83
Pro-Vision LLC	SMX-20539	09/07/2023	Invoice SMX-20539	3,250.00
Amazon Capital Services	1KVD-P3NL-T3XQ	09/07/2023	Car vaccuum	226.59
State of Alabama	INV0020400	09/07/2023	Tower Lease - September 2023	500.00
			Department 33 - Police Total:	**19,802.89**
Department: 35 - Fire				
Sunbelt Fire Inc.	00002390	09/07/2023	FD #1 - repair list	1,749.37
Sunbelt Fire Inc.	00002638	09/07/2023	FD Engines - stock start switch…	238.64
Kaliq Snelson	INV0020391	09/07/2023	*AGENDA* Employee Reimbu…	160.00
Moore Petroleum Co. Inc.	INV0020440	09/07/2023	01-000101	1,486.97
Fleetpride Inc.	110660493	09/07/2023	Engine #3 - air valve	43.76
Spire	INV0020386	08/31/2023	1101 Martin Luther King Blvd …	69.30
DCH Regional Medical Center	INV0020388	09/07/2023	Drug Box Refill ENGINES	196.62
DCH Regional Medical Center	INV0020388	09/07/2023	Drug Box Refill RESCUES	196.63
Amazon Capital Services	1CRC-VKDK-QKNH	08/31/2023	Batteries	17.99
Sunbelt Fire Inc.	00004972	09/07/2023	FD #22 - coolant bottle caps	134.58
NAFECO	1227783	09/07/2023	Dress Pants & Buttonup Shirts ..	56.55
One Source Office Products LLC	OE-QT-5902-1	09/07/2023	St. 1	226.99
One Source Office Products LLC	OE-QT-5902-1	09/07/2023	St. 2	424.78
One Source Office Products LLC	OE-QT-5902-1	09/07/2023	St. 3	121.06
One Source Office Products LLC	OE-QT-5902-1	09/07/2023	St. 4	55.60
Teleflex Medical Inc	9507409339	09/07/2023	Medical Supplies Restock	1,115.50
Amazon Capital Services	1W6X-GQ11-J7VQ	09/07/2023	Igloo Cooler	39.99
Burgess & Company	0823.31	09/07/2023	Office Chair - Chief's Office	897.23
Central Alabama Training Solut..	17045496	09/07/2023	FF Boots	409.00
Mobile Communications Amer…	651002347	09/07/2023	Handheld Radio Repairs	792.00
Jacob Hixon	INV0020390	09/07/2023	*AGENDA* Employee Reimbu…	160.00
NAFECO	P-1207243	09/07/2023	Shirts, Dress Pants - K. Taylor	144.25
NAFECO	P-1207243	09/07/2023	Boots, Nameplate, Tie - K. Tay…	115.05
NAFECO	P-1211109	09/07/2023	Dress Pants & Buttonup Shirts ..	87.70
NAFECO	P-1211112	09/07/2023	Tactical Boots - D. Frazier	97.00
Alabama Fire College	7898	09/07/2023	Fire Investigator I - Jordan Jon…	330.00
			Department 35 - Fire Total:	**9,366.56**
Department: 37 - Public Works				
SiteOne Landscape Supply Hol…	M129469610	08/31/2023	Beautification - LESCO Broadc…	659.98
Glass Doctor	2-109143	08/31/2023	PW Truck #0423 - B. Rodrigues..	302.46
Northport Auto Supply Co. Inc.	100760420	08/31/2023	Asphalt Truck #6715 - hyd line	57.21
Precision Plating Inc	12608	08/31/2023	PW Backhoe #182 - hyd cylind…	2,525.00
Ander's Hardware Co. Inc.	N1206210	08/31/2023	PW Yard Backhoe #182 - snap …	9.73
Ervin's Workwear & Boots	50503	08/31/2023	AGENDA - 6.19.23 - PW Boots …	9,251.40
Altec Inc	12343429	08/31/2023	Traffic - Greenlee HPD-T-U Pos..	4,384.49
Northport Auto Supply Co. Inc.	100772975	08/31/2023	PW KBoom #1053 - cab filter f…	34.22
Spire	INV0020378	08/31/2023	7645 Hwy 69N 0429460782	53.91
Northport Auto Supply Co. Inc.	100774407	08/31/2023	Grounds Truck #6819 - windo…	171.90
Pearce Trucking Inc.	23819	09/07/2023	Inventory - 57 crushed stone	2,708.28
Overhead Door Company of T…	TCS53094B	08/31/2023	Eddie Kane Building - install 6 …	3,184.00
Northport Auto Supply Co. Inc.	100775939	08/31/2023	Construction Backhoe #4858 -…	23.73
Northport Auto Supply Co. Inc.	100776154	08/31/2023	KBoom #4484 - headlight har…	7.70
Northport Auto Supply Co. Inc.	100776177	08/31/2023	Boom Tractor #5062 - head lig…	119.98
Moore Petroleum Co. Inc.	INV0020440	09/07/2023	01-000101	10,011.30

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Verizon	9942361680	08/31/2023	942073882-00001	319.36
CDW Government LLC	LK2627	08/31/2023	PW - Adobe Illustrator CC for t…	178.19
Northport Auto Supply Co. Inc.	100780306	08/31/2023	Yard Backhoe #182 - hyd line	80.46
Spire	INV0020382	08/31/2023	1781 Harper RD 7173423333	60.01
T-Mobile US Inc.	INV0020383	08/31/2023	976900299	1,055.35
Edko LLC	366999	09/07/2023	2nd Herbicide application to L…	7,685.42
Northport Auto Supply Co. Inc.	100780943	08/31/2023	PW GT #6377 - U joints for PTO	38.82
W.H. Thomas Oil	506338b	08/31/2023	Ultra Duty EP2	165.09
W.H. Thomas Oil	506338b	08/31/2023	Starplex HD 2 M3	165.09
Ready Mix USA LLC	9448719936	08/31/2023	BLANKET - concrete emergenc…	174.90
Verizon	9942736217	09/07/2023	423469999-00001	561.66
Logo Station	1099	08/31/2023	mens nike large light blue	49.95
Logo Station	1099	08/31/2023	ladies nike large light blue	49.95
Logo Station	1099	08/31/2023	mens nike 3X court blue	53.95
Logo Station	1099	08/31/2023	mens nike 3x court blue	53.95
84 Lumber Company	2607-822298	08/31/2023	Inventory - 5 lbs 3" deck screws	98.22
Transportation South Inc.	85188P	08/31/2023	PW - stock brakes and drums …	1,298.44
Transportation South Inc.	85188P	08/31/2023	PW - stock brakes and drums …	1,298.44
Coker Water Authority	INV0020368	08/31/2023	101617	487.71
Northport Auto Supply Co. Inc.	100781500	08/31/2023	KBoom #1053 - filters	44.05
Northport Auto Supply Co. Inc.	100781555	08/31/2023	PW Shop - stock valve caps	33.85
Snider Tire Inc.	9752108	08/31/2023	PW Shop - stock tires for GTs	1,744.45
Snider Tire Inc.	9756406	08/31/2023	PW Shop - stock tires for KBo…	1,798.86
Chad Sprayberry	INV0020385	08/31/2023	Chad Sprayberry - CDL reimbu…	68.75
Amazon Capital Services	1HVW-TJC4-XL3V	08/31/2023	Mosquito Control - 64 oz black…	17.94
Lowe's Home Centers Inc.	01155	08/31/2023	Tax Correction PO 23-3969	-27.90
Lowe's Home Centers Inc.	01392v	08/31/2023	BLANKET - Construction Emer…	412.13
Tuscaloosa Farmers Cooperati…	1530697	08/31/2023	RM18 grass and weed killer 32…	153.93
Tuscaloosa Blueprinting & Rep…	185028	08/31/2023	Inventory - shop work order ti…	145.00
JLS Sales Inc.	380925	08/31/2023	gold 14" masonry and steel d…	294.00
JLS Sales Inc.	380928	08/31/2023	4XL	9.50
JLS Sales Inc.	380928	08/31/2023	2XL	66.50
JLS Sales Inc.	380928	08/31/2023	5XL	19.00
Lowe's Home Centers Inc.	60473	08/31/2023	Beautification - short leave pi…	306.90
Lowe's Home Centers Inc.	60478	08/31/2023	Inventory - blue lowe's coolers…	60.80
Lowe's Home Centers Inc.	79296	08/31/2023	BLANKET - Construction Emer…	25.61
Snider Tire Inc.	9750993	08/31/2023	Boom Tractor #5062 - tire	741.50
Northport Auto Supply Co. Inc.	100781504	08/31/2023	PW Shop - stock filters for KB…	31.52
Amazon Capital Services	14RQ-PM4L-JGF3	08/31/2023	Credit PO 23-3828	-11.99
Cintas	4166045335	08/31/2023	Payer # 14353601	37.56
Cintas	4166053823	08/31/2023	Payer # 14385499	1,086.92
Capital Tractor Inc.	9350M	09/07/2023	Construction - 36" grading bu…	2,029.27
Lowe's Home Centers Inc.	01209	09/07/2023	BLANKET - Construction Emer…	57.52
Lowe's Home Centers Inc.	01942	09/07/2023	BLANKET - Construction Emer…	48.11
Northport Auto Supply Co. Inc.	100781763	09/07/2023	Grounds Truck #3351 - wiper …	52.21
Northport Auto Supply Co. Inc.	100782861	09/07/2023	PW Shop - fuses	36.96
Northport Auto Supply Co. Inc.	100782968	09/07/2023	PW #9439 - C. Sprayberry - re…	82.70
Tuskaloosa Lawn Equipment L…	233025	09/07/2023	Inventory - weedeater string …	260.00
Tuskaloosa Lawn Equipment L…	233025	09/07/2023	2 cycle oil	72.00
One Source Office Products LLC	OE-QT-5917-1	09/07/2023	clorox disinfectant wipes	87.46
One Source Office Products LLC	OE-QT-5917-1	09/07/2023	lysol disinfectant spray	253.72
Porchia Yvonne Smith	INV0020397	09/07/2023	CLAIM NO 23-50	560.00
One Source Office Products LLC	OE-43971-1	09/07/2023	Inventory - clorox	102.92
Amazon Capital Services	1HHV-FVXY-MVNC	09/07/2023	cashmere glade refills	31.86
Amazon Capital Services	1HHV-FVXY-MVNC	09/07/2023	cashmere car scents	74.97
Amazon Capital Services	1DNK-LKYG-RK1X	09/07/2023	synthetic soft shackle	143.34
Amazon Capital Services	1DNK-LKYG-RK1X	09/07/2023	nylon tow strap with hooks	96.54
Tuskaloosa Lawn Equipment L…	233482	09/07/2023	speed trim heads	330.00
Tuskaloosa Lawn Equipment L…	233482	09/07/2023	chain saw wrenches	15.96
Verizon	INV0020394	09/07/2023	PW - iPencil for B. Rodriguez	89.99

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Ander's Hardware Co. Inc.	N1213926	09/07/2023	Inventory - keys made for ROW	8.97
Lowe's Home Centers Inc.	01192	09/07/2023	armorall protectant	22.72
Lowe's Home Centers Inc.	01192	09/07/2023	armorall glass	22.72
Lowe's Home Centers Inc.	01192	09/07/2023	armorall cleaning	22.72
Lowe's Home Centers Inc.	01192	09/07/2023	armorall air freshner cleaning	21.60
Lowe's Home Centers Inc.	01194d	09/07/2023	Inventory - T-25 bit combo of …	11.36
Lowe's Home Centers Inc.	01197b	09/07/2023	Inventory - blue lowe's coolers…	60.80
Lowe's Home Centers Inc.	01199b	09/07/2023	BLANKET - Community Events	84.48
Cintas	4166850059	09/07/2023	Payer # 14353601	37.56
Cintas	4166855501	09/07/2023	Payer # 14385499	673.82
Ervin's Workwear & Boots	IN-3323	09/07/2023	PW - M. Easterling off probati…	159.99
Ervin's Workwear & Boots	INV-3323	09/07/2023	PW - Kevin Cummings off pro…	239.99
			Department 37 - Public Works Total:	**60,231.39**

Department: 39 - Utilities

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Ferguson Enterprises LLC	1490240	09/07/2023	Concrete Blade	270.66
Ferguson Enterprises LLC	1490662	09/07/2023	Misc. Supplies for Distribution	686.59
Krebs Engineering Inc.	Proj 21050 Inv 9 Revised	08/31/2023	Council Approved - WWTP Slu…	8,600.00
Krebs Engineering Inc.	Proj 21050.08 Inv 1	08/31/2023	Council Approved - WWTP Slu…	2,635.00
Ervin's Workwear & Boots	220000052074	08/31/2023	AGENDA (7/10/23) - Employee…	5,261.68
Cassady Company Inc The	Proj 20-135 Inv 23	08/31/2023	Council Approved - Hwy 82 PS…	5,848.22
Cassady Company Inc The	Proj 20-139 Inv 5	08/31/2023	Council Approved - Jackson Tr…	5,250.00
Cassady Company Inc The	Proj 20-140 Inv 27	09/07/2023	Council Approved - Eng. Servi…	7,150.99
Cassady Company Inc The	Proj 20-141 Inv 14	09/07/2023	Council Approved - Hydraulic…	986.55
Cassady Company Inc The	Proj 21-139 Inv 12	08/31/2023	Council Approved - Eng. Servi…	10,500.00
Cassady Company Inc The	Proj 23-106 Inv 1	08/31/2023	Council Approved - Lead Servi…	1,675.00
Brenntag MidSouth Inc.	BMS477935	09/07/2023	Council Approved - Sodium H…	11,500.00
Brenntag MidSouth Inc.	BMS477935B	09/07/2023	Council Approved - Sodium Pe…	1,058.87
Overhead Door Company of T…	TCS53094A	08/31/2023	Eddie Kane Bldg - install 6 cha…	1,591.00
Cedar Chem LLC	35010	08/31/2023	Council Approved - Polymer fo…	1,820.50
Mayer Electric Supply Compa…	32025446	08/31/2023	Blanket - Misc. Electrical Suppl…	11.81
Verizon	9942361680	08/31/2023	942073882-00001	502.62
Comcast Cable	INV0020372	08/31/2023	3521 3rd St S 8396 90 014 02…	463.74
WISSCO	23186	08/31/2023	#2 RAS Flow Meter Start Up	800.00
Comcast Cable	INV0020370	08/31/2023	3950 3rd St S 8396 90 014 01…	296.04
Spire	INV0020380	08/31/2023	1000 Harpercreek dr 3698223…	35.06
T-Mobile US Inc.	INV0020383	08/31/2023	976900299	597.97
Northport Auto Supply Co. Inc.	100780698	08/31/2023	Water Truck #5415 Brakes	189.85
Verizon	9942736217	09/07/2023	423469999-00001	710.46
Cintas	4165627993	08/31/2023	Payer # 14385521	150.20
Shannon Chemical Corporation	45268	09/07/2023	Council Approved - Phosphate…	25,841.70
Southern Pipe & Supply	8405994-00	08/31/2023	3/4" Backflow Preventors	1,011.24
Southern Pipe & Supply	8405994-00	08/31/2023	Blue Flags	125.00
Tuscaloosa Tire & Service Cen…	N284302	08/31/2023	WWTP Truck #0073 Tires	654.43
Lowe's Home Centers Inc.	01196b	08/31/2023	Blanket - Misc. Tools for Stock …	26.52
Lowe's Home Centers Inc.	01198	08/31/2023	Blanket - Stock Tools for Distri…	20.89
Electric Machine Control Inc.	11457	08/31/2023	Fuse Block for Blower 2-3 at …	1,805.10
Trailer Store Plus LLC	66029	08/31/2023	WWTP Golf Cart Starter Motor	295.00
Rescom Electric Inc.	6867	08/31/2023	Installation of Circuit at Bleach…	3,080.00
Water Girl Consulting LLC	8252023	08/31/2023	AGENDA (2/20/23) - WW Gra…	5,500.00
Walmart	INV0020366	08/31/2023	Distilled Water for WWTP Lab	41.48
Tuscaloosa Tire & Service Cen…	N284268	08/31/2023	WWTP Truck #7156 Tires	685.27
Xerox Corporation	IN2357376	09/07/2023	PER COPY CHARGE 7/29-8/28…	13.86
Xerox Corporation	IN2357376	09/07/2023	PER COPY CHARGE 7/29-8/28…	90.06
Xerox Corporation	IN2357376	09/07/2023	PER COPY CHARGE 7/29-8/28…	0.57
USA BlueBook	INV00117173	08/31/2023	Lab Supplies for WWTP	1,126.23
Tuscaloosa Tire & Service Cen…	N2584336	08/31/2023	Water Truck #5413 Tires	573.19
Empire Pipe and Supply Comp…	2122493	08/31/2023	Council Approved - 2" Meters	5,400.00
Cintas	4166052184	08/31/2023	Payer # 14385564	100.07
Cintas	4166052535	08/31/2023	Payer # 14385434	336.10
Carmeuse Lime & Stone Inc.	94895388	08/31/2023	Council Approved - Hydrated L…	3,393.67

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Alabama Dept of Environment…	INV0020361	08/31/2023	Grade IV Wastewater Exam	325.00
Walmart	INV0020365	08/31/2023	Distilled Water for WWTP Lab	41.58
Ander's Hardware Co. Inc.	N1213283	08/31/2023	Blanket - Misc. Maintenance &..	17.07
Ander's Hardware Co. Inc.	N1213357	08/31/2023	BLANKET - Misc.. Supplies for…	14.99
Northport Auto Supply Co. Inc.	100782511	09/07/2023	WWTP Mower #775 Key Switch	20.02
Amazon Capital Services	144Q-1XN3-Q4JF	08/31/2023	Screen Protectors for Cynthia…	13.92
Amazon Capital Services	144Q-1XN3-Q4JF	08/31/2023	Case for Cynthia & JPW	55.90
Patrick's Wastewater Services …	210	08/31/2023	Council Approved - Contract s…	530.00
Patrick's Wastewater Services …	210b	08/31/2023	Council Approved - Contract s…	520.00
Southern Pipe & Supply	8314584-01	08/31/2023	Marking Paint Wand	60.00
Tuscaloosa Tire & Service Cen…	N284377	09/07/2023	WWTP Truck #3950 Tires	731.27
Sansom Equipment Co. Inc.	P04758	09/07/2023	WWTP Vactor Truck #9156 Hy…	3,162.48
Northport Auto Supply Co. Inc.	100783281	09/07/2023	Water Dump Truck #1628 Bat…	297.40
Electric Machine Control Inc.	11467	09/07/2023	Fuse Block for Aeration Blower..	3,150.00
High Cotton	145876	09/07/2023	MONTHLY BILLING CHARGES	10,136.10
Ferguson Enterprises LLC	1499833	09/07/2023	Council Approved - 3/4" Copp…	540.00
Cintas	4166390199	09/07/2023	PAYER # 14385521	150.20
Southern Ionics Incorporated	669966	09/07/2023	Council Approved - Aluminum…	5,271.59
Southern Pipe & Supply	8423383-00	09/07/2023	Trash Pump Filter	29.00
Consolidated Pipe & Supply C…	9432082-000-000	09/07/2023	3" x 7" PVC	103.36
Lowe's Home Centers Inc.	01875	09/07/2023	Blanket - Stock Tools for Distri…	22.31
Winfield Tool & Equipment Re…	255594-0001	09/07/2023	Blanket - Equipment Rental	176.72
Winfield Tool & Equipment Re…	257972-0001	09/07/2023	Blanket - Equipment Rental	377.23
New Horizons Communication…	C78296	09/07/2023	CORP-779914	96.46
Ervin's Workwear & Boots	INV0020389	09/07/2023	Boots for Terry Goldsmith	189.99
Amazon Capital Services	1XN4-WNX3-LCMT	09/07/2023	ViewSonic 27" Monitor for W…	149.99
Ellison's Tree Service	555	09/07/2023	Tree Removal on Destin Lane	3,850.00
Lowe's Home Centers Inc.	01743B	09/07/2023	Blanket - Stock Tools for Distri…	5.21
Verizon	INV0020392	09/07/2023	iPhone 12 for WTP Lead Oper…	29.99
Cintas	4166854585	09/07/2023	Payer # 14385564	100.07
Cintas	4166855052	09/07/2023	Payer # 14385434	451.42
Ricks Service Co LLC	230906-CNP-RCKCCI	09/07/2023	Removal of Day Tank on Gen …	2,500.00
Ricks Service Co LLC	230906-CNP-RCKCCIB	09/07/2023	New Fuel Supply Lines for Gen…	1,850.00
			Department 39 - Utilities Total:	**153,682.46**
Department: 40 - Williamson Cemetery				
HudCo Landscape and Irrigati…	00066	08/31/2023	Williamson Cemetery Grounds…	2,222.22
			Department 40 - Williamson Cemetery Total:	**2,222.22**
Department: 41 - Outside Agency Funding				
Tuscaloosa Metro Animal Shel…	INV0020401	09/07/2023	Animal Control Contract - Sep…	16,828.25
			Department 41 - Outside Agency Funding Total:	**16,828.25**
Department: 45 - 2019 Additional Sales Tax				
Video Industrial Services Inc.	47585	08/31/2023	Quote - Video Industrial Servi…	52,300.00
Video Industrial Services Inc.	47586	08/31/2023	APPROVED 3.20.23 - pipe reh…	2,675.00
TTL Inc.	2127539	08/31/2023	Downtown Streetscape II - TTL…	30,765.51
Cain Steel & Supply. Inc.	526731	08/31/2023	Fitness Center - 36" #4 coil roll	110.11
National Fitness Campaign	INV-1200	08/31/2023	Quote - National Fitness Cam…	140,000.00
Cain Steel & Supply. Inc.	526925	09/07/2023	Fitness Court - 1/2" coil roll 36"	9.18
			Department 45 - 2019 Additional Sales Tax Total:	**225,859.80**
			Grand Total:	**571,661.67**

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	400,513.48
16 - MUNICIPAL GOVERNMENT CAPITAL IMPROVEMENT …	8,833.34
19 - GASOLINE EXCISE TAX FUND	3,803.89
22 - MUNICIPAL COURT JUDICAL ADMIN FUND	4,828.50
50 - WATER & SEWER FUND	153,682.46
Grand Total:	**571,661.67**

Account Summary

Account Number	Account Name	Payment Amount
01-13-101-50245	Development Funds - Dis…	1,000.00
01-13-102-50245	Development Funds - Dis…	300.00
01-13-105-50245	Development Funds - Dis…	500.00
01-13-110-50312	Cell Phones	294.34
01-15-000-50175	Sundry Expense	126.41
01-15-000-50226	Downtown Parking Lease	2,750.00
01-15-000-50250	Community Events	1,248.94
01-15-000-50312	Cell Phones	244.71
01-15-000-50350	Insurance - General Fund	405.00
01-15-000-50357	Janitorial Contracts - City…	39.62
01-15-000-50359	Fuel & Oil	695.09
01-15-000-50366	Maintenance & Repair - …	618.47
01-15-000-50383	Repair - Facilities	672.32
01-15-000-50590	Utilities - Other	420.10
01-15-600-80001	Infrastructure	24,074.26
01-16-000-50247	Outsourced Legal Servic…	1,663.35
01-16-000-50312	Cell Phones	179.89
01-17-000-50105	Office Supplies	1,375.20
01-17-000-50359	Fuel & Oil	73.88
01-17-000-50373	Judicial Services - Court …	5,953.50
01-20010	Bond Liabilities	725.00
01-22-000-50102	Postage	20.00
01-22-000-50106	Office Equipment	596.88
01-22-000-50108	Equipment - Computers…	3,942.48
01-22-000-50312	Cell Phones	310.64
01-22-000-50348	Utilities - Internet	5,444.62
01-22-000-50376	Service Contracts	2,151.09
01-25-000-50312	Cell Phones	235.33
01-26-000-50030	Other Personnel Expens…	2,650.00
01-26-000-50106	Office Equipment	650.00
01-26-000-50312	Cell Phones	91.27
01-26-000-50359	Fuel & Oil	115.06
01-26-000-50422	Meals	16.37
01-28-000-50105	Office Supplies	746.21
01-28-000-50312	Cell Phones	490.72
01-32-000-50105	Office Supplies	263.41
01-32-000-50212	Professional Services & …	545.20
01-32-000-50312	Cell Phones	603.20
01-32-600-80001	Infrastructure	3,664.00
01-33-000-50111	Software - License & Ma…	3,250.00
01-33-000-50312	Cell Phones	305.46
01-33-000-50335	Crime Night Out	693.42
01-33-000-50355	Communication System -…	500.00
01-33-000-50359	Fuel & Oil	10,051.66
01-33-000-50361	Maintenance - Public Saf…	2,874.37
01-33-000-50367	Maintenance & Repair - …	895.71
01-33-000-50368	Maintenance & Repair - …	-238.91
01-33-000-50369	Maintenance & Repair -…	961.87

Account Summary

Account Number	Account Name	Payment Amount
01-33-000-50422	Meals	77.46
01-33-000-50522	Utilities - Natural Gas	104.39
01-33-000-50590	Utilities - Other	327.46
01-35-210-50105	Office Supplies	17.99
01-35-210-50107	Office Furniture	897.23
01-35-210-50238	Personal Safety Supplies	39.99
01-35-210-50283	Uniforms	385.50
01-35-210-50288	Uniform Accessories	115.05
01-35-210-50297	Turn Out Gear	409.00
01-35-210-50359	Fuel & Oil	1,486.97
01-35-210-50402	Training - Departmental	650.00
01-35-210-50410	Maintenance & Repair - …	2,166.35
01-35-210-50520	Utilities - Natural Gas	69.30
01-35-211-50434	Janitorial Supplies - Stati…	226.99
01-35-212-50434	Janitorial Supplies - Stati…	424.78
01-35-213-50434	Janitorial Supplies - Stati…	121.06
01-35-214-50434	Janitorial Supplies - Stati…	55.60
01-35-221-50242	Medical Supplies - Engin…	196.62
01-35-223-50242	Medical Supplies - Rescue	1,312.13
01-35-228-50319	Radio Equipment	792.00
01-37-310-50101	Subscriptions	178.19
01-37-310-50104	Printing & Duplication	145.00
01-37-310-50106	Office Equipment	89.99
01-37-310-50261	Contract Shirts & Pants	1,835.86
01-37-310-50265	Boots and Hats	9,651.38
01-37-310-50277	Janitorial Supplies	533.86
01-37-310-50312	Cell Phones	1,936.37
01-37-310-50353	Claims	560.00
01-37-310-50359	Fuel & Oil	10,341.48
01-37-310-50377	Supplies & Equipment - …	106.83
01-37-310-50400	Training	68.75
01-37-310-50423	Levee Spraying and Main…	7,685.42
01-37-310-50451	Solid Waste Authority C…	487.71
01-37-310-50520	Utilities - Natural Gas	113.92
01-37-311-50227	Equipment - Beautificati…	659.98
01-37-311-50234	Supplies - Beautification	432.93
01-37-311-50387	Supplies - Community Ev…	280.29
01-37-312-50221	Hand Tools - Construction	305.36
01-37-312-50227	Equipment - Construction	2,029.27
01-37-312-50234	Supplies - Construction	3,524.77
01-37-313-50238	Personal Safety Supplies …	121.60
01-37-315-50234	Supplies - Rights of Way	917.84
01-37-315-50238	Personal Safety Supplies …	95.00
01-37-316-50234	Supplies - Shop	70.81
01-37-318-50360	Maintenance - Public W…	8.97
01-37-318-50380	Repairs - Public Works B…	3,184.00
01-37-320-50360	Maintenance - Garbage …	3,042.89
01-37-320-50380	Repairs - Garbage Trucks	38.82
01-37-321-50360	Maintenance - Heavy Eq…	741.50
01-37-321-50380	Repairs - Heavy Equipm…	2,758.90
01-37-322-50380	Repairs - Heavy Trucks	57.21
01-37-323-50360	Maintenance - Trash Tru…	3,207.09
01-37-323-50380	Repairs - Trash Trucks	7.70
01-37-324-50380	Repairs - Light Duty Vehi…	526.57
01-37-328-50227	Equipment - Traffic	4,384.49
01-37-331-50234	Supplies-Recycling	17.94
01-37-600-80000	Equipment	82.70
01-40-000-50360	Maintenance - Williams…	2,222.22

Account Summary

Account Number	Account Name	Payment Amount
01-40001	City Sales Taxes	305.81
01-41-000-50803	Metro Animal Shelter	16,828.25
01-45-000-54303	Drainage Study/Repair - …	54,975.00
01-45-000-54400	Economic & Community …	140,119.29
01-45-600-54201	Downtown Streetscape	30,765.51
16-15-600-80003	Public Buildings	8,833.34
19-32-000-60062	Resurfacing Projects - City	3,803.89
22-17-000-50373	Judicial Services	4,828.50
50-39-510-50106	Office Equipment	13.86
50-39-510-50261	Contract Shirts and Pants	1,288.06
50-39-510-50265	Boots and Hats	5,451.67
50-39-510-50305	Contract Services	1,050.00
50-39-510-50312	Cell Phones	1,910.86
50-39-510-50371	Maintenance - Facilities	1,591.00
50-39-510-50394	Repairs - Heavy Equipm…	4,191.15
50-39-510-50396	Repairs - Vehicles	2,102.74
50-39-510-50403	Training - Technical	5,825.00
50-39-510-50461	Repairs - Light Duty Equi…	315.02
50-39-510-50520	Utilities - Natural Gas	35.06
50-39-510-50590	Utilities - Other	856.24
50-39-511-50106	Office Equipment	90.06
50-39-511-50470	Billing Services	10,136.10
50-39-512-50106	Office Equipment	0.57
50-39-512-50108	Equipment - Computers…	149.99
50-39-512-50300	Chemicals	34,506.96
50-39-512-50360	Maintenance	14.99
50-39-513-50300	Chemicals	14,379.37
50-39-513-50309	Hand Tools and Equipm…	17.07
50-39-513-50313	Laboratory Supplies	1,209.29
50-39-513-50336	Repairs	13,185.10
50-39-513-50360	Maintenance	11.81
50-39-514-50309	Hand Tools and Equipm…	74.93
50-39-514-50430	Equipment Rental	553.95
50-39-514-50431	Construction & Repair S…	1,011.24
50-39-514-50453	System & Infrastructure …	3,850.00
50-39-514-50473	Inventory Supplies	1,754.61
50-39-514-60000	2" Meter Replacement	5,400.00
50-39-515-50309	Hand Tools and Equipm…	60.00
50-39-600-81309	Sewer Expansion - Hwy …	10,500.00
50-39-600-81402	Hydraulic Model-Water …	986.55
50-39-600-81406	Jackson Water Tank Reh…	5,250.00
50-39-600-81408	Lead Service Line Invent…	1,675.00
50-39-600-81508	PS#2 Gravity Main/New…	5,848.22
50-39-600-81509	IN-Place Rehab - lines &…	7,150.99
50-39-600-81601	ARPA WWTP - Sludge Pr…	11,235.00
	Grand Total:	**571,661.67**

Project Account Summary

Project Account Key		Payment Amount
None		571,661.67
	Grand Total:	**571,661.67**

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.3.
MEETING DATE: September 18, 2023
SUBJECT: PO Requisition, ThreatAdvice, Software renewal, $23,820.00

Unfinished Business:	New Business:	Consent Agenda: X
Public Hearing:	First Reading:	Second Reading:

Prepared By: Brandi Hambright **Approved By: Scott Murphy**

Summary:

On July 19, 2021, the Northport City Council approved Resolution No. 21-90 which authorized the City Administrator to enter into a three (3) year agreement with NXTSOFT Cybersecurity Solutions, LLC. This requisition request is for the yearly renewal cost in the amount of $23,820.00 for ThreatAdvice software.

Recommendation:

Funding Source/GL Code:

GL Code No. 01-22-000-50111 Amount: $23,820.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of $23,820.00 to ThreatAdvice Technologies .

ThreatAdvice Technologies
P.O. Box 381955
Birmingham, AL 35238
(770) 451-1111

Date	Invoice
09/07/2023	191449

Bill To:	Ship To
City of Northport Attn: Scott Murphy 3500 McFarland Boulevard Northport, AL 35476 United States	City of Northport 3500 McFarland Boulevard Northport, AL 35476 United States

Terms	Due Date	PO Number	Reference	
Due Upon Receipt	09/07/2023		Annual Billing Term 10/1/23-9/30/24	

Managed Services Details	Quantity	Price	Amount
Agreement TA vCISO			
Virtual CISO	1.00	$23,820.00	$23,820.00
		Total Managed Services Details:	**$23,820.00**

Make checks payable to ThreatAdvice Technologies	**Invoice Subtotal:**	$23,820.00
	AL/NORTHPORT/TUSCALOOSA:	$0.00
	Invoice Total:	**$23,820.00**
	Payments:	$0.00
	Credits:	$0.00
	Balance Due:	**$23,820.00**

Thank you for your business!

Please remit all payments to the following address:

PO Box 381955
Birmingham AL 35238

Thank you

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.4.
MEETING DATE: September 18, 2023
SUBJECT: PO Requisition, GIS Planning, Inc. Invoice, $5,300.00

Unfinished Business:	New Business:	Consent Agenda: X
Public Hearing:	First Reading:	Second Reading:

Prepared By: Engineering - NB **Approved By: Tera Tubbs**

Summary:
The Engineering department is requesting that the City Council authorize payment of an invoice from GIS Planning, Inc. in the amount of $5,300.00. Documentation is attached.

Recommendation:
I recommend that this request be approved.

Funding Source/GL Code:
GL Code No. Amount: $5,300.00

Motion for Consideration:
I move that the City Council authorize payment of the attached invoice from GIS Planning, Inc.

GIS Planning
GIS Planning, Inc.
311 California Street, Suite 700
San Francisco CA 94104
United States
Telephone: (415) 294-4774
Federal ID# 94-3306464

INVOICE

CITY OF NORTHPORT, AL
PO BOX 569 NORTHPORT
Northport,AL,35476-0569
United States

ATTN OF: ACCOUNTS PAYABLE DEPT

Invoice Date : 31 August 2023

Account Code : 10084954

Invoice Number : 2120865529

Order/Contract No: OUS10010493

Purchase Order No. :

Your Tax Registration No. :

Credit Control : Abegail Abong
Telephone : +1 917 551 5003
Email : abegail.abong@ft.com

Currency : USD

	Description	Gross	Discount	Net
CLIENT:	City of Northport, AL			
CONTRACT START DATE:	24-JUN-23			
CONTRACT END DATE:	23-JUN-24			
INVOICE PERIOD:	24/06/2023 to 23/06/2024			
BOOKED BY:				
CONTRACT VALUE:	5,300.00			
Item Description:	ZoomProspector Enterprise 24-JUN-2023 23-JUN-2024	5,300.00		5,300.00
Order Type :	Renewal			

RECEIVED
SEP 05 2023
BY:

Terms : 60 NET

Prompt payment is required to ensure continuity of services.

Cheques should be made payable to :
GIS Planning, Inc.

Always quote your Invoice Number when paying.

Bankers :
BANK OF AMERICA, N.A.
222 Broadway, New York, NY 10038
Swift Code: BOFAUS3N
IBAN:
Bank Sort Code: 026009593
Account Number: 325000499286

Gross Amount :		5,300.00
Discount :		0.00
Net Amount	USD	5,300.00
CITY	@ 0%	0.00
COUNTY	@ 0%	0.00
STATE	@ 0%	0.00
Amount Due	**USD**	**5,300.00**

Stacey Beynon

From:	Kelly Homan
Sent:	Wednesday, August 30, 2023 8:08 AM
To:	Stacey Beynon
Subject:	FW: Order receipt for order 107644

RECEIVED
AUG 29 2023
BY:____________

From: info@redrhinooffice.com <info@redrhinooffice.com>
Sent: Tuesday, August 29, 2023 2:41 PM
To: Kelly Homan <khoman@cityofnorthport.org>
Subject: Order receipt for order 107644

RED RHINO™
OFFICE SUPPLIES
we keep your business rolling

Order Receipt

Details for Your Order #107644

Billing Address:

Ne'Kenja Boyd
City of Northport.
3500 McFarland Blvd
Northport, Alabama 35476
205-339-7000

Order Information:

Order Time: 8/29/2023 1:04:07 PM
Current Status: In Process
Payment Method: Check
PO Number:
Promotional Code(s):

Shipping Address:

Ne'Kenja Boyd
City of Northport.
3500 McFarland Blvd
Northport, Alabama 35476
205-339-7000

Shipping Info:

Shipping Method: Truck
Shipping Status: Unshipped
Special Instructions: Thank you!

Qty	SKU	Product Name	Unit Price	Line Total
1	BSN17532	Business Source 1/3 Tab Cut Letter Recycled Hanging Folder - 8 1/2" x 11" - Standard Green - 100% Recycled - 25 / Box	$15.95	$15.95

1	SMD10401	Smead SuperTab 1/3 Tab Cut Letter Recycled Top Tab File Folder - 8 1/2" x 11" - 3/4" Expansion - Top Tab Location - Assorted Position Tab Position - Manila - Manila - 10% Recycled - 50 / Box	$37.33	$37.33

Sub Total: $53.28
Admin Discounts: $0.00
Tax: $0.00
Shipping: $0.00
Handling: $0.00

Grand Total: $53.28

This is the Order Confirmation for your purchase. Please retain this email for your records.

If you have questions, please contact us.

THANK YOU FOR YOUR BUSINESS

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.5.
MEETING DATE: September 18, 2023
SUBJECT: PO Requisition - Price Difference on Approved #23-1634 - $7,642.00

Unfinished Business:		New Business:		Consent Agenda:	X
Public Hearing:		First Reading:		Second Reading:	

Prepared By: Summer Cockrell **Approved By: Tera Tubbs**

Summary:
The PO Requisition is for a price difference on PO #23-1634 that was originally approved on Agenda 2.20.23 for $39,977.00.

Recommendation:
Approve

Funding Source/GL Code:
GL Code No. 01-32-600-80000 Amount: $7,642.00

Motion for Consideration:
Approval of the Consent Agenda will approve this expense in the amount of $7,642.00 to Stiver's Ford.

P.O. #: 23 -

Requisition Request Form

Name of Requestor: Brad Hamner Date: 9/7/23

DEPARTMENT items are for: Planning

Repair/Maintenance, Stock or Service: ______ Vehicle #: (if applicable) ______

Does this request require an EMERGENCY P.O.? **YES** or **NO**

If **YES**, why? ______

Request Information:

Name of Company/Vendor: Stiver's Ford

Will the items be: **PICKED UP** **DELIVERED** **SHIPPED** **OTHER:** ______

Purchase Information:

Number of Items	Item Description	Price of One (1) Item
	SHIPPING/FREIGHT	

(OFFICE USE ONLY) GRAND TOTAL	$7,642

Account Code Information:

What account(s) are associated with this request? You don't have to list the number, just the name of the account.

NOTES:

CITY OF NORTHPORT
P.O. Box 569
Northport, AL 35476

PURCHASE ORDER

PO Number: 23-1634 **Date:** 02/21/2023

Requisition #: REQ231646 **Vendor #:** 0159

ISSUED TO: Stivers Ford
4000 Eastern Blvd
Montgomery, AL 36116-

SHIP TO: City of Northport Public Works
1781 Harper Road
Northport, AL 35476

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1		AGENDA 2.20.23 - 2023 F150 for Engineering	01-32-600-80000		39,977.00	39,977.00

Authorized by: Brad Ali

SUBTOTAL:	39,977.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	39,977.00

1. **Original invoice with remittance slip must be sent to: City of Northport, P.O. Box 569, Northport, AL 35476.**
2. **Payment may be expected within 45 days of receipt of goods and invoice.**
3. **C.O.D. shipment will not be accepted.**
4. **Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.**
5. **All goods are to be shipped F.O.B. Destination unless otherwise stated.**
6. **All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.**
7. **Vendor or manufacturer bears risk of loss or damage until property received and/or installed.**
8. **The City is exempt from all federal excise and state tax – ID# 63-6001330**

Purchasing Department (205) 339-7000 FAX (205) 333-3046

Planning

Governmental Department
334-613-5000

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Dated: 7/18/22
Version: 23.0

2023 FORD F150 SUPERCAB 4x4 PICKUP -- STATE CONTRACT T191

CONTRACT NUMBER: MA220000003128-13

CONTRACT AMOUNT: $33,688

MODEL SERIES X1E

INCLUDES: 3.3L V6 Engine, 10-Spd Auto, 4x4, 145" Wheelbase, 6.5' Bed, Power Windows, Power Door Locks w/ Integrated Key Transmitter Keyless Entry, Power Tailgate Lock, Cruise Control, Black Vinyl Flooring, 17" Silver Steel Wheels.

RECOMMENDED OPTIONS

STATE CONTRACT PRICE (T191)		$	33,688	
53B	Trailer Tow Package - Class IV Receiver Hitch, 4/7 Pin Connector	$	315	☐
995	5.0 V8 Engine	$	2,325	☐
18B	Black Platform Running Boards	$	250	☐
67T	Trailer Brake Controller	$	275	☐
413	Skid Plates	$	160	☑
86A	Chrome Appearance Package-Chrome front and rear bumpers, fog lamps, 17" alloy wheels	$	895	☐

EXTERIOR COLOR OPTIONS -- *Colors are NC*:

YZ Oxford White ☑

INTERIOR OPTIONS:

AS Vinyl 40/ 20 /40 Front & Rear Seat - Medium Dark Slate Gray NC ☑

DELIVERY: State Contract Provisions for $2.00 / mile one-way $ ☐

Delivery Address: ______________________________

TOTAL VEHICLE (*Required*) $ ~~37,908~~ 33,848

$ 7,624.00

Customer: City of Northport

Contact: Brad Akin

Phone: 205-394-7647

Email: bakin@cityofnorthport.org

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (*Required*) Brad Akin

DATE (*Required*): 1-30-2023

PURCHASE ORDER NUMBER: (*Required*) ☐

QUANTITY ☐

Page 1 of 2

Stivers Ford Lincoln Inc.

4000 Eastern Blvd

Montgomery, AL 36116

Phone: (334)-613-5000

VEHICLE INVOICE

Date: September 7, 2023 **Invoice No.** J349

Sold To: City of Northport
Address: 3500 McFarland Blvd

City: Northport
State: ALABAMA **Zip:** 35476

Terms: COD

Year	Make	New / Used	Serial or VIN Number	Each	Total
2023	Ford F150 Crew Cab 4x4	Z12004	1FTFW1E51PKF09774	$41,472.00	$ 41,472.00
	Gray				
			PO# 23-1634		
			1 of 1		
	Brad Hamner				
	Interim Maintenance Manag				
	City of Northport Public Wo				
	1781 Harper Road				
	Northport, AL. 35476				
	(205) 333-3003				
	(205)333-3030 Fax				
				Total Due	$ 41,472.00

Planning

Governmental Department
334-613-5000

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Dated: 7/18/22
Version: 23.0

2023 FORD F150 SUPERCAB 4x4 PICKUP -- STATE CONTRACT T191

CONTRACT NUMBER: MA220000003128-13 CONTRACT AMOUNT: $33,688

MODEL SERIES X1E

INCLUDES: 3.3L V6 Engine, 10-Spd Auto, 4x4, 145" Wheelbase, 6.5' Bed, Power Windows, Power Door Locks w/ Integrated Key Transmitter Keyless Entry, Power Tailgate Lock, Cruise Control, Black Vinyl Flooring, 17" Silver Steel Wheels.

RECOMMENDED OPTIONS

STATE CONTRACT PRICE (T191)		$	33,688	
53B	Trailer Tow Package - Class IV Receiver Hitch, 4/7 Pin Connector	$	315	☐
995	5.0 V8 Engine	$	2,325	☐
18B	Black Platform Running Boards	$	250	☐
67T	Trailer Brake Controller	$	275	☐
413	Skid Plates	$	160	☑
86A	Chrome Appearance Package-Chrome front and rear bumpers, fog lamps, 17" alloy wheels	$	895	☐

EXTERIOR COLOR OPTIONS -- *Colors are NC*:

YZ Oxford White ☑

INTERIOR OPTIONS:

AS Vinyl 40/ 20 /40 Front & Rear Seat - Medium Dark Slate Gray NC ☑

DELIVERY: State Contract Provisions for $2.00 / mile one-way $ ☐

Delivery Address: ______

TOTAL VEHICLE (*Required*) $ ~~37,908~~

33,848

$ 7,624.00

Customer: City of Northport

Contact: Brad Akin

Phone: 205-399-7647

Email: bakin@cityofnorthport.org

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (*Required*) Brad Akin

DATE (*Required*): 1-30-2023

PURCHASE ORDER NUMBER: (*Required*) ☐

QUANTITY ☐

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.6.
MEETING DATE: September 18, 2023
SUBJECT: PO Requisition, Litigation Recovery, Krebs Law, LLC $83,333.33

Unfinished Business:	New Business:	Consent Agenda: X
Public Hearing:	First Reading:	Second Reading:

Prepared By: Kim Braughton **Approved By: Ron Davis**

Summary:
The City entered into a Contingency Agreement with Krebs Law, LLC for the Eddie Kane Steel litigation. A copy of the attorney fee contract is attached. Krebs Law, LLC will receive 1/3 of the total recovery since the matter was settled before the case was called for trial. The Department respectfully requests payment of the attached invoice in the amount of $83,333.33, which is 1/3 of the initial $250,000.00 payment recently received by the city.

Recommendation:
Pay the attached invoice.

Funding Source/GL Code:
GL Code No. 01-40275 Amount: $83,333.33

Motion for Consideration:
Approval of the Consent Agenda will approve this expense in the amount of $83,333.33 to Krebs Law, LLC.

Krebs Law, LLC
2123 9th Street, Suite 110
Tuscaloosa, AL 35401
United States
(205) 634-1000

City of Northport

Balance	$83,333.33
Invoice #	01890
Invoice Date	September 12, 2023
Payment Terms	Net 30
Due Date	October 12, 2023

Flat Fees

Date	Item	Description	Amount
09/12/2023	Flat Fee	1/3 of $250,000	$83,333.33
		Flat Fee Total:	**$83,333.33**

Notes:

City of Northport v. Eddie Kane Steel Products, Inc. and Augustine Kane.

Flat Fee Sub-Total:	$83,333.33
Sub-Total:	$83,333.33
Total:	$83,333.33
Amount Paid:	$0.00
Balance Due:	**$83,333.33**

STATE OF ALABAMA §
§ **ss.**
TUSCALOOSA COUNTY §

ATTORNEY FEE CONTRACT

This agreement made and entered into on this the 21st day of February, 2022, by and between The City of Northport ("Client") and Krebs Law, LLC ("Attorneys").

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. Client retains and employs Attorneys to claim, sue for, and recover all damages and compensation to which Client may be entitled, as well as to compromise and settle all claims made the subject of *City of Northport, Alabama v. Eddie Kane Steel Products, Inc., et al.* (7:20-cv-01153), which has been filed in the United States District Court for the Northern District of Alabama (the "Claim").

2. In consideration of services rendered and to be rendered by the Attorneys, Client agrees to pay Attorneys as follows:

   The client agrees to pay to the firm, for services rendered, a fee equal to the sum of **33 ⅓%** of the total recovery if the case is resolved before the case being called for trial. If the case is called for trial, the client will owe a fee equal to the sum of **40%** of the total recovery.

   Attorneys agree to charge nothing for their services, if nothing is received or recovered.

3. No settlement of any nature shall be made of any Claim without the approval of Client, and all offers of settlement shall be communicated to Client.

4. Attorneys may, without the further consent of Client, associate any other attorney in the representation of the Client in recovering the Claim, provided, however, that no additional fee shall be charged to Client.

5. Attorneys may, without the further consent of Client and with prior notice, withdraw from representation of the Client in this matter.

6. The expenses of litigation, including, but not limited to, all prior attorneys fees in this matter paid by client to Sirote (approximately $36,000.00) court costs, expenses of investigation, expenses and cost of obtaining and presenting evidence, photocopying expense, photography expense, expert witness fees, deposition expense, and other ordinary expenses incurred

in the prosecution of Client's case, shall be borne by the Client and shall be reimbursed prior to the calculation of any attorney fee due under this Agreement.

7. This Agreement shall be binding on and inure to the benefit of the party and his respective heirs, executors, administrators, legal representatives, successors, assigns and associates where permitted by this Agreement.

8. Attorneys are authorized to obtain all information and reports relating to said Claim, including, but not limited to, information regarding examinations, costs, and all other matters with respect to the subject matter of this Agreement. Attorneys are also authorized to obtain all police and investigative reports, witness statements, and other evidentiary materials.

Executed on the day and year first written above.

THE CITY OF NORTHPORT, ALABAMA

By: Glenda Webb
Its: City Administrator

KREBS LAW, LLC

J.R. Krebs

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.7.
MEETING DATE: September 18, 2023
SUBJECT: PO Requisition, Annual Membership Dues, Alabama League of Municipalities, $10,495.03

Unfinished Business:	New Business:	Consent Agenda: X
Public Hearing:	First Reading:	Second Reading:

Prepared By: Whitney DuBose **Approved By: Glenda Webb**

Summary:
Alabama League Membership Dues, September 1- August 31, 2024

Recommendation:

Funding Source/GL Code:
GL Code No. 01-15-000-50100 Amount: $10,495.03

Motion for Consideration:
Approval of the Consent Agenda will approve this expense in the amount of $10,495.03 to the Alabama League of Municipalities for Annual Membership Dues.

League only - not NLC

COPY

Statement

Alabama League of Municipalities
P.O. Box 1270
Montgomery, Alabama 36102

July 17, 2023

City/Town of Northport
PO Box 569
Northport, AL 35476

Alabama League Membership Dues September 1 – August 31, 2024	$10,495.03
National League of Cities Membership Dues September 1 – August 31, 2024 **(OPTIONAL)**	$ 3,613.00
Total	$ 14,108.03

Note all dues are calculated based on population size as of the 2020 Census

This year the Alabama League of Municipalities is giving its members the opportunity to pay their National League of Cities dues when they renew their membership with the League. If you would like to pay dues for both organizations, please send a check for 14,108.03. If would only like to renew your membership with the League please send a check for 10,495.03.

If you wish to continue to pay your NLC dues directly to NLC, please do so.

Payment is only accepted by check, payable to the
Alabama League of Municipalities
Attn: Rachel Wagner-Dues
P.O. Box 1270
Montgomery, Alabama 36102
Please note: Credit card payments cannot be accepted

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.8.
MEETING DATE: September 18, 2023
SUBJECT: PO Requisition, Filing Cabinets for Court, One Source, $6,311.96

Unfinished Business:	New Business:	Consent Agenda:
Public Hearing:	First Reading:	Second Reading: X

Prepared By: Whitney DuBose **Approved By: Glenda Webb**

Summary:

Recommendation:

Funding Source/GL Code:
GL Code No. 01-17-000-50107 Amount: $6,311.96

Motion for Consideration:
Approval of the Consent Agenda will approve this expense in the amount of $6,311.96 to One Source.

INVOICE

One Source Office Products, LLC
3101 12th Street
Suite 1
Northport, AL 35476
Phone: (205) 344-6266
Fax: (205) 344-6955

Invoice: IN-15607

Date: 08/31/2023

ONE SOURCE
Office • Janitorial • Furniture • Promotional
PO Box 1049• Northport, AL 35476

RECEIVED
SEP 0 1 2023
BY:____________

Sold To:
CITY OF NORTHPORT OFFICE
P.O.BOX 569
NORTHPORT, AL 35476

Ship To: Municipal Court
Municipal Court
3721 26th Ave
Northport, AL 35476
Attn: MALLORY

Special Instructions: Northport Public Safety Building (police department)

Customer ID	Customer PO	Payment Terms	Ship Date	Route Code
1094	MALLORY	Net 30	08/03/2023	NORTHPORT

Salesperson	Order Number	Ordered By	Due Date
Will Hamlin			09/30/2023

Product Number	Description	Unit	Qty Ord	Qty Ship	Qty B/O	Unit Price	Extension
LLR43517	Lateral File, RCD, 5-Drawer, 42 in. x18-5/8 in. x68-3/4 in. , Black	EA		4		1,577.99	6,311.96

This transaction is a binding contract between buyer and seller. Failure to make payment may lead to legal action and subject to any limitations imposed by Alabama law, buyer agrees to pay all court and attorney's fees. A 1.5% monthly service charge will be added to accounts over 30 days past due.

Subtotal:	**$6311.96**
Total Sales Tax:	**$0.00**
Total Invoice Amount:	**$6311.96**
Total Amount Due:	**$6311.96**

To ensure proper credit, include your Customer Number and invoice number on your check, otherwise please detach this portion and return with your payment.

1094, CITY OF NORTHPORT OFFICE IN-15607

Please Remit Payment To:
One Source Office Products, LLC
P.O. Box 1049
Northport, AL 35476

INVOICE:	**IN-15607**
AMOUNT DUE:	**$6,311.96**
Payment Due Date:	**09/30/2023**