

NORTHPORT CITY COUNCIL MEETING
MONDAY, OCTOBER 2, 2023
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- a. Proclamation recognizing pursuit of Tree City USA designation and recognition of Arbor Day
- b. Business of the Month, Malibu Spa and Salon- Mayor Hinton and Councilwoman Dykes
- c. Midterm Review- Mayor Hinton

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. First Reading, Ordinance for Conditional Use/Master Development Plan for a performance residential development located west of US Highway 43 and south of Applewood Drive. - Julie Ramm
- 2. First Reading, Ordinance Rezoning of approximately 4.12 acres from HN(Historical Neighborhood) to REC (Recreation) located at 123 30th Avenue. - Julie Ramm
- 3. First Reading, Ordinance for annexation of approximately 2 acres located west of Highway 43 and south of River Oak Drive, zoned C-3 (General Commercial) - Julie Ramm
- 4. First Reading, Ordinance for annexation of approximately 49.29 acres located west of Prince William Way and north of Forest Glen Boulevard, zoned RS-SD (Residential Single Family - Special District). - Julie Ramm
- 5. First Reading, Ordinance for rezoning of approximately 4.48 acres located west of Prince William Way and north of Forest Glen Boulevard from RS-1 (Single - Family Residential) to RS-SD (Residential Single Family - Special District). - Julie Ramm
- 6. First Reading, Ordinance for Amendments to Article VIII of the Zoning Ordinance regarding sign regulations - Julie Ramm
- 7. First Reading - Resolution Accepting Municipal Improvements Except Final Layer of Asphalt in the Grand Pointe Subdivision, Phase VI - Tera Tubbs

b. Resolutions of a Temporary Nature

- 1. Resolution Accepting Change Order #1 for Jackson Trace Road Tank Rehabilitation Project - John Webb
- 2. Resolution Approving Professional Engineering Services for Consent Order Assistance - John Webb
- 3. Resolution Authorizing the City Administrator to Execute an Amendment with Krebs Engineering, Inc. to Task Order Directive #43 for the Wastewater Treatment Plant Outfall Enhancement to Black Warrior Project - Tera Tubbs
- 4. Resolution Authorizing Application to the Alabama Department of Environmental Management for State Revolving Funds for Highway 82 Pump Station, Gravity Sewer Replacement, and Force Main Upgrade - Tera Tubbs
- 5. Resolution Authorizing the City Administrator to Enter into an Agreement with The Cassady Company, Inc. for Task Order Directive #1 for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project - Tera Tubbs
- 6. Resolution Authorizing the Office of the City Engineer to Advertise a Request for Proposals for the Development, Management, Operations, and Maintenance of a

Mixed-Use Development and Management, Operations, and Maintenance of the Sports Complex - Tera Tubbs

7. Resolution Declaring Vehicle as Surplus and Donating to the Jena Volunteer Fire Department - Chief Bart Marshall
8. Resolution Reappointing Members to the Northport Historic Preservation Commission - Julie Ramm
9. Resolution Authorizing the Northport Police Department to Participate in the Southeast Alabama Highway Safety Office grant - Gerald Burton
10. Resolution Authorizing the Northport Police Department to Accept an Award from the U.S. Department of Justice Bureau of Justice Assistance - Gerald Burton

c. Consent Agenda

1. Minutes, Regular Meeting, September 18, 2023 - Glenda Webb
2. Bill Listing -
3. Purchase Requisition - Testing at Water Treatment Plant and Wastewater Treatment Plant - John Webb
4. Purchase Requisition - Mixer with Motor for Aeration Basin #3 at Wastewater Treatment Plant - John Webb
5. Invoice - Central Alabama Asphalt & Construction Company, LLC - Tuscoba Loop Grading and Bituminous Surface Treatment (\$49,286.00) - Tera Tubbs
6. Purchase Requisition - Traffic Loop Replacement - \$5,872.00 - Brooke Starnes
7. PO, Requisition, IT Main Avenue Project, \$16,932.85 - Scott Murphy
8. Purchase Requisition, Meal Reimbursement, Chief Burton, \$28.82 - Gerald Burton

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

a. Engineering

b. Legal Department

1. Resolution authorizing a Project Development Agreement by and between the City of Northport, Alabama and Diamond Jim's & Mrs. Donna's of Northport, LLC - Ron Davis
2. Resolution authorizing the issuance of the Series 2023-___ Limited Obligation Certificate of Indebteness of the City of Northport, Alabama, and approving other financing matters with regard to that certain Project Development Agreement by and between the City of Northport, Alabama and Diamond Jim's & Mrs. Donna's of Northport, LLC - Ron Davis

c. Planning Inspections Department

d. Police Department

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. ADJOURNMENT



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

AGENDA ITEM NO. 9.a.1.

MEETING DATE: October 2, 2023

SUBJECT: First Reading, Ordinance for Conditional Use/Master Development Plan for a performance residential development located west of US Highway 43 and south of Applewood Drive.

Unfinished Business:

Public Hearing:

New Business: X

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Morgantown Development Company, Inc. is requesting Conditional use/Master Development Plan approval for a performance residential development located west of US Highway 43 and south of Applewood Drive. The master development plan will consist of 12 units on one lot with platted open space with a total acreage of 1.13 acres.

Recommendation:

The Planning Commission met on September 12, 2023, for a regular meeting held with a public hearing after which they voted to give a favorable recommendation to the City Council.

Funding Source/GL Code:

GL Code No. NA Amount: \$0

Motion for Consideration:

None needed for a first reading.

ORDINANCE NO. _____

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

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

WHEREAS, the request was considered by the Planning Commission on September 12, 2023, and a recommendation for approval was made to the City Council; and

WHEREAS, the City Council of the City of Northport has also held a public hearing and found that the request is consistent with the standards set forth for conditional uses as set out in Article IV and Article VI of the Zoning Ordinance and that the request to allow a performance residential development for 1.13 acres in a RS-SD zone located at located west of US Highway 43 and south of Applewood Drive.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Northport, that the conditional use request for approval to allow a performance residential development in a RS-SD zoned located west of US Highway 43 and south of Applewood Drive is hereby approved subject to all requirements of Section 603.03 of the Northport Zoning Ordinance being met and maintained.

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

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jeff Hogg, Council President

ATTEST:

Glenda D. Webb, City Administrator

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

Dr. John Hinton, Mayor

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

City Administrator

1st Reading: October 2, 2023

Motion:

2nd Reading:

Motion By:

Second By:

Publication:



PERMIT PROJECT
FILE #: 23-000964
APPLEWOOD DR NORTHPORT AL 35473
THE RESIDENCES AT MOORE'S BRIDGE POINTE



PERMIT #: CUP23-000006

Permit Type

Conditional Use Application

Subtype

Conditional Use Permit



Work Description:

The Residences at Moore's Bridge Pointe= Multi Family Housing

Applicant

Cabaniss Engineering, Inc. - Tara Smothers



Status

Online Application Received



Valuation

0.00



FEES & PAYMENTS

Plan Check Fees

0.00

Permit Fees

100.00

Total Amount

100.00

Amount Paid

0.00

Balance Due

100.00



Non-Billable



PERMIT DATES

Application Date

06/27/2023

Approval Date

Issue Date:

Expiration Date:

Close Date

Last Inspection

Property Information

Property Owner

MORGANTOWN DEVELOPMENT CO INC



Current Zoning District

RS-SD



Total Acreage

1.13

Current Use of Property

Property Currently Undeveloped. Multi Family Proposed

Number of Adjoining Properties

Additional Parcel #s

Review the Northport Zoning Ordinance, specifically Section 1003 (found at www.cityofnorthport.org).

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

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

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

SUBMITTAL DOCUMENTS

Are you the current owner on record?

No



Notarized Designation to Authorize Agent Form (Click to Download)

[Residences DofA.pdf](#)



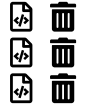
A copy of the deed of the subject property

[Residences Deed.pdf](#)



Site Plan

[Residences at Moores Bridge Pre Plat Sheet 3 REV.pdf](#)
[Residences at Moores Bridge Pre Plat Sheet 2 REV.pdf](#)
[Residences at Moores Bridge Pre Plat Sheet 1 REV.pdf](#)



Mailing labels for each adjoining property owner

[04-11-025 Residences labels.doc](#)



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

Signature

[signature.png](#)



OFFICIAL USE ONLY

Date of Planning Commission Meeting

FEES



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

PAYMENTS



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

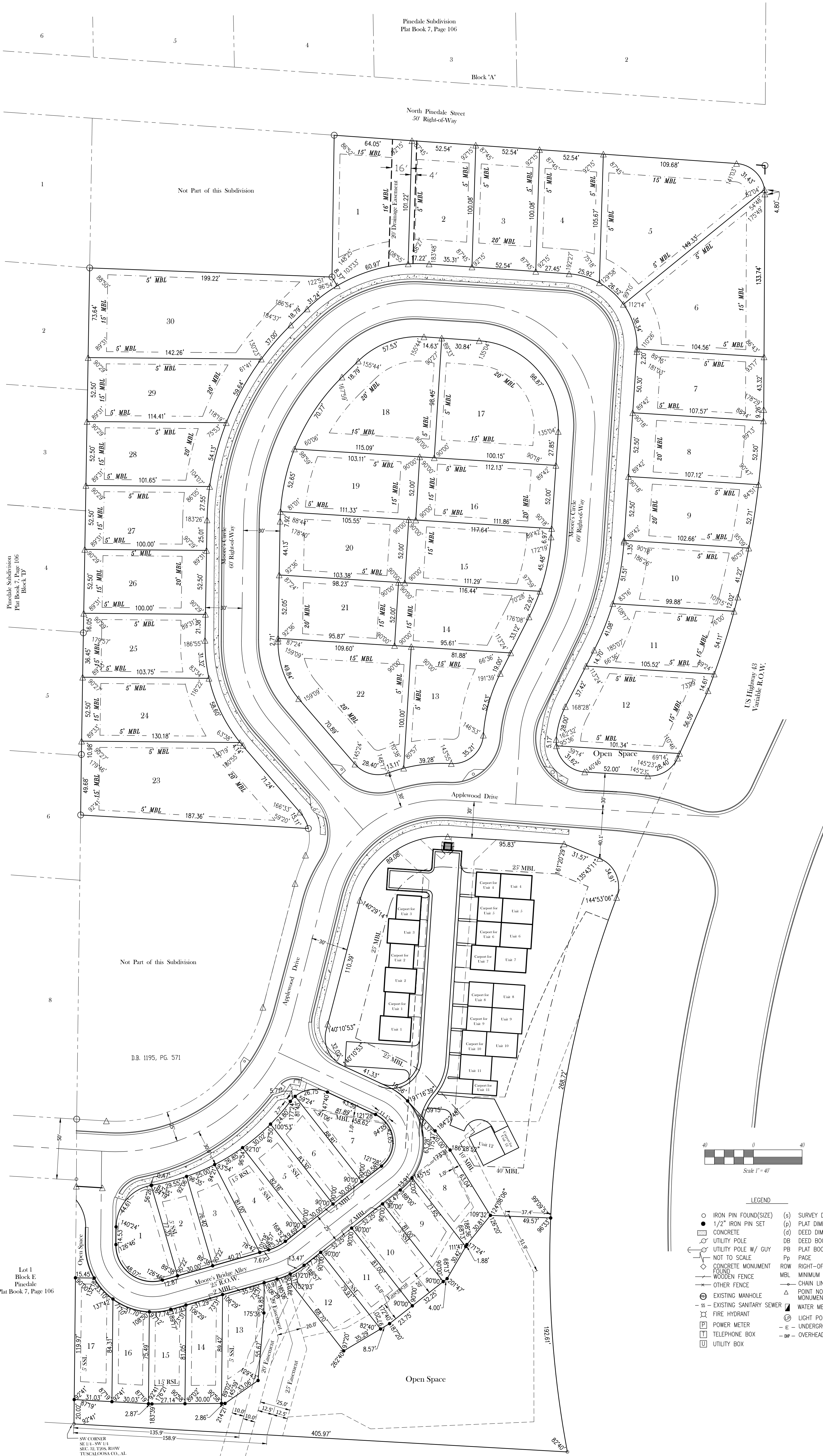
City of Northport
Planning and Zoning Commission – September 12, 2023
Planning Staff Report

Case: SP-6-23
Applicant: Morgantown Development Co, Inc
Request: Conditional Use/Master Development Plan

Morgantown Development Co, Inc requests Conditional Use /Master Development Plan approval for a performance residential development located west of Highway 43 and south of Applewood Drive. The master development plan consists of 12 units on one lot with platted open space. The total acreage is 1.13 acres.

The original master plan for this development was approved in 2005 and is included in your packet. The petitioner explains in the narrative that in 2007 when phase 2 of the development was constructed, they were allowed to change concepts from 20 multi-family units to 17 single family detached homes on individual lots without revising the master plan. A copy of the narrative has been included in your packet. The original master plan did show some amenities which were never constructed. The petitioner states those amenities were not constructed because the walking trail would have crossed a privately owned lot and would interfere with homeowner privacy. Staff does not have the ability remove or waive amenities that were approved by the Planning Commission. The revised master plan does show open space but does not provide any amenities for the development. It would be up to the Commission if you want to require amenities in the open space that is proposed.

Any action on this item will be a recommendation to the City Council.



JOB NO.: 04-11-025
DATE OF SURVEY: 11/20/2019
FIS/PG: 333/225
FILE NAME: 0411025_2023.DWG
DATE: 06/27/2023

SCALE: 1" = 40'
DWN/CHK BY: THS/AJC
REVISION:

SHEET: 1 OF 1

SOURCES OF TITLE:
D.B. 2004, PG. 28509
D.B. 2004, PG. 28512
D.B. 2005, PG. 4685
D.B. 2006, PG. 2388
D.B. 2019, PG. 16961

Cabaniss Engineering, Inc.
PROFESSIONAL ENGINEERS AND LAND SURVEYORS
COURT HOUSE PLAZA 600 LURLEEN WALLACE BLVD. SOUTH, SUITE 140
P.O. BOX 020440 TUSCALOOSA, ALABAMA 35402 (205) 758-9032

THIS DRAWING AND ALL INFORMATION SHOWN HEREON REPRESENTS DESIGNS AND OR INFORMATION PREPARED AS PROFESSIONAL SERVICES BY CABANISS ENGINEERING, INC. AND IS THE PROPERTY OF CABANISS ENGINEERING, INC. AND MAY NOT BE REPRODUCED OR USED WITHOUT THE EXPRESS WRITTEN CONSENT OF CABANISS ENGINEERING, INC.



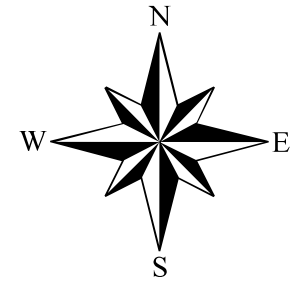
Master Plan
"Moore's Bridge Point"
Part of the E½ - SW¼
Section 32, Township 20 South, Range 10 West
Tuscaloosa County, Alabama

Northport Planning & Zoning Commission

Zoning

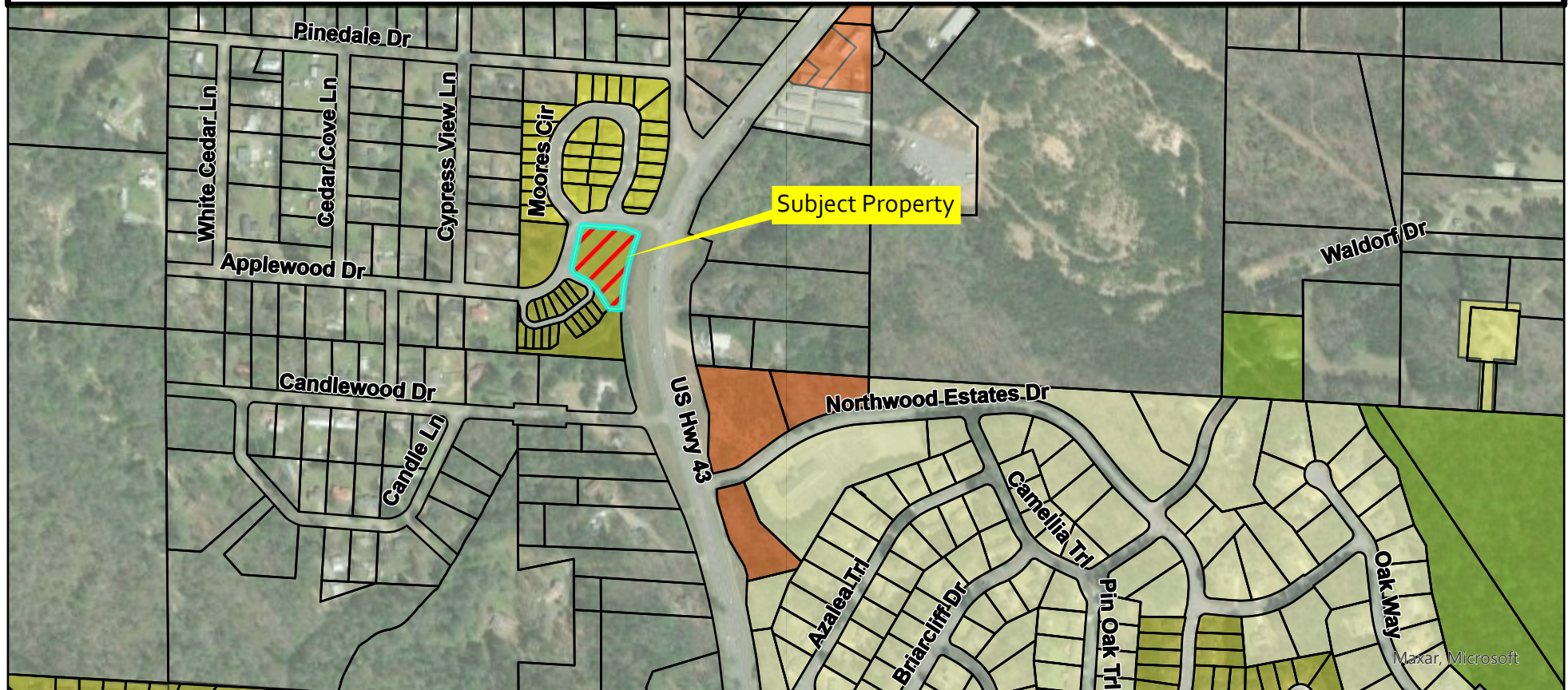
-  Agriculture
-  General Commercial
-  Residential Single-Family - SD
-  Residential Single-Family - 1
-  Residential Single-Family - 2
-  Residential Single-Family - 4
-  Parcels
-  Subject Property

Preliminary Plat / Master Plan



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

0 500 1,000 2,000 Feet





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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: October 2, 2023

SUBJECT: First Reading, Ordinance Rezoning of approximately 4.12 acres from HN(Historical Neighborhood) to REC (Recreation) located at 123 30th Avenue.

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Lynwood Springer is requesting rezoning of approximately 4.12 acres from HN (Historical Neighborhood) to REC (Recreation) located at 123 30th Avenue. The property does meet the requirements for rezoning.

Recommendation:

The Planning Commission met in a regular meeting on September 12, 2023, and made a favorable recommendation that the request for rezoning be granted.

Funding Source/GL Code:

GL Code No. NA Amount: \$0

Motion for Consideration:

None is needed for a first reading.

ORDINANCE NO. _____

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

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

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

1. That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcels being more particularly described as attached in Exhibit "A" in Tuscaloosa County, Alabama to rezone 4.12 acres from HN (Historical Neighborhood) to REC (Recreation). This property is located at 123 30th Avenue.

This amendment to the existing Comprehensive Zoning Plan of the City of Northport, Alabama, shall become effective immediately upon its passage and advertisement as required by law.

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

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb,
City Administrator

APPROVED this the _____ day of _____, **2023**.

Dr. John Hinton, Mayor

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

Glenda D. Webb, City Administrator

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

Exhibit A

A part of the Southwest Quarter of the Southeast Quarter of Section 16, Township 21 South, Range 10 West, Tuscaloosa County, Alabama being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 16, Township 21 South, Range 10 West; thence North $16^{\circ}09'06''$ East, a distance of 208.48 feet to a Capped iron Pin Set (McPherson) also the Point of Beginning; thence North $16^{\circ}29'08''$ East, a distance of 131.02 feet iron pipe found; thence North $07^{\circ}34'00''$ East, a distance of 249.08 feet; thence South $82^{\circ}23'19''$ East, a distance of 209.96 feet; thence North $09^{\circ}34'21''$ East, a distance of 75.84 feet; thence South $81^{\circ}49'28''$ East, a distance of 266.42 feet; thence South $11^{\circ}40'56''$ East, a distance of 200.00 feet; thence South $65^{\circ}47'34''$ West, a distance of 291.20 feet; thence South $11^{\circ}44'29''$ East, a distance of 96.40 feet; thence North $85^{\circ}30'46''$ West, a distance of 3551.49 feet to the Point of Beginning. Containing 4.12 Acres, more or less.

The above described parcel of land is subject to an Alabama Power

Company Easement as described in D.B. 455, Pg. 128 and recorded in the Probate Office in Tuscaloosa, County, Alabama. Source of Title: D.B. 1110, Pg. 209

DEADLINE FOR SUBMITTAL IS NOON ON _____

HEARING DATE _____

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

3500 McFarland Blvd., Northport, AL 35476

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

PLEASE READ ALL INFORMATION CAREFULLY AND COMPLETE FULLYLYNWOOD SPRINGER

APPLICANT NAME

2100 MAIN AVENORTHPORT 35476

ADDRESS

205-361-1274

DAYTIME TELEPHONE

FAX NUMBER

LANDSCAPE58@AOL.COM

EMAIL

OFFICE USE ONLY

ADDRESS (if applicable):

CURRENT ZONING DISTRICT: HNREQUESTED ZONING DISTRICT REC

GROSS SITE AREA

ac./s.f.

CASE #

X-REF CASE #

NOTE:

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

Current Owner: LYNWOOD SPRINGERGeneral Location or Address of Subject Property: 123 30th AVE NORTHPORTCurrent Use: VACANT (TREES)

Prior Action(s) on Subject Property: _____

Describe briefly the proposed use and character of any proposed development: RV CAMPGROUND

If development is proposed on the property, what other approvals from the City are required? _____

☐ Subdivision
☐ Site Plan
☐ Conditional Use
☒ Variance

☐ Other _____

Member of Planning Department reviewing this application: _____

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

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

APPLICANT'S SIGNATURE: Lynwood Springer

DATE:

PRINT NAME: LYNWOOD SPRINGER7-24-23

Received: _____ Date: _____


 4:06pm
RECEIVED
 7/24/2023
RZ

Revised 08/12

This instrument was prepared by

Shelby and Cartee, Attorneys at Law SOURCE: 108/326
2210 8th Street, Suite B, Tuscaloosa, Alabama 35401 *Extra Page* 1110-207
Form 1-1-27 Rev. 1-66 1110-208
WARRANTY DEED - Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA)
) KNOW ALL MEN BY THESE PRESENTS,
Tuscaloosa COUNTY)

That in consideration of Ten Dollars and other good and valuable consideration to the undersigned grantor(whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I or we,
Patricia Bouchelle Trice and husband, Troupe L. Trice

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto
D. Lynwood Springer, a single man

(herein referred to as grantee, whether one or more), the following described real estate, situated in Tuscaloosa County, Alabama, to-wit:

To find the point of beginning, commence at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 16, Township 21 South, Range 10 West, Tuscaloosa County, Alabama, said point of beginning being marked by a stone; thence Westwardly along the South boundary of said Section 16 a distance of 598.15 feet to a concrete monument on the Northport Sewage Treatment Plant property line; thence continue Westwardly on the South boundary line of said Section 16 across the Northport Sewage Treatment Plant Property a distance of 291.35 feet to a concrete monument on the West boundary of the Northport Sewage Treatment Plant Property, said concrete monument being the Southeast corner of the property herein described and the point of beginning; thence continue Westwardly on the South boundary line of said Section 16 a distance of 451.57 feet to a concrete monument on the East right of way line of a public road; thence with an interior angle of 77 degrees 00 minutes run Northeastwardly on said East right of way line a distance of 342.75 feet to a point; thence with an interior angle of 188 degrees 10 minutes 30 seconds to the right, run Northwardly along said East right of way margin a distance of 250.00 feet to the
(CONTINUED ON ATTACHED EXHIBIT "A")

This conveyance is hereby made subject to restrictive covenants, rights of way, easements and reservations of record that apply to the hereinabove described real property.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns, forever.

And I(we) do for myself(ourselves) and for my(our) heirs, executors, and administrators covenant with the said GRANTEEES, their heirs and assigns, that I am(we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise noted above; that I(we) have a good right to sell and convey the same as aforesaid; that I(we) will and my(our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 13th day of January , 1992.

WITNESS:

Ola B. Smith (SEAL)
Arny McLean (SEAL)

(SEAL)

Patricia Bouchelle Trice (SEAL)
Troupe L. Trice (SEAL)

(SEAL)

CLAIMS LIST
BK 1110
BK 1551 PG 224
SW of SE
16-21-10
CLAIMS LIST
BK 1110
BK 1551 PG 224
SW of SE
16-21-10

1110 0209
RECORDED (SEAL)
DEED BY K/PAGE
21 JANUARY 92 01:24:10 PM
W. HARDY MCCOLLUM
TUSCALOOSA COUNTY, ALABAMA

ESTATE PAGE CREATED DEED BK. 1110 PAGE 207

EXHIBIT "A"

LEGAL DESCRIPTION (continued)

Northwest corner of the property herein described; thence with an interior angle of 90 degrees 00 minutes run Eastwardly along the South boundary line of Lot No. 4 of an unrecorded subdivision a distance of 210.00 feet to the Southeast corner of said Lot No. 4; thence with an interior angle of 270 degrees 00 minutes run Northwardly along the East boundary line of said Lot No. 4 a distance of 75.00 feet to the Northeast corner of said Lot No. 4; thence with an interior angle of 90 degrees 00 minutes run Eastwardly along the South boundary line of Lot Nos. 3A, 3 and 6 of an unrecorded subdivision a distance of 268.5 feet to a point, said point being the Southeast corner of said Lot No. 6 and on the West boundary line of the Alabama Power Co. Easement as recorded in Deed Book 445, Page 128 in Tuscaloosa County Court House; thence with an interior angle of 109 degrees 41 minutes run Southwardly along the West boundary line of said Alabama Power Company Easement a distance of 200.00 feet to an iron pipe on the Northport Sewage Treatment Plant Property; thence with an interior angle of 102 degrees 31 minutes 30 seconds run Southwestwardly along the Northport Sewage Treatment Plant Property a distance of 291.20 feet to an iron pipe; thence with an interior angle of 257 degrees 29 minutes 30 seconds run Southwardly a distance of 299.32 feet to the point of beginning being part of the Southwest Quarter of the Southeast Quarter of Section 16, Township 21 South, Range 10 West. LESS AND EXCEPT one-half (1/2) interest in mineral rights.

IT IS THE INTENTION OF THE UNDERSIGNED GRANTORS TO RESERVE UNTO THEMSELVES, THEIR HEIRS AND ASSIGNS, AN UNDIVIDED ONE-HALF INTEREST IN AND TO ANY AND ALL MINERAL AND MINING RIGHTS IN AND TO THE REAL PROPERTY DESCRIBED HEREIN. IT IS ALSO THE INTENTION OF THE UNDERSIGNED GRANTORS TO CONVEY THE REMAINING ONE-HALF INTEREST IN AND TO ANY AND ALL MINERAL AND MINING RIGHTS IN AND TO SUBJECT PROPERTY TO THE SAID GRANTEE NAMED HEREIN.

1110 0210
RECORDED IN ABOVE
DEED BOOK&PAGE
21 JANUARY 92 01:24:20 PM
W. HARDY MCCOLLUM
TUSCALOOSA COUNTY, ALABAMA

STATE OF ~~ALABAMA~~ FLORIDA
COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Patricia Bouchelle Trice and husband, Troupe L. Trice

whose name are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of January , A.D., 1992.

My commission expires:

Olga B. Smith 1172
NOTARY PUBLIC
(AFFIX SEAL)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 21, 1994
BONDED THRU AGENT'S NOTARY BROKERAGE

1110 0211
RECORDED IN ABOVE
DEED BOOK&PAGE
21 JANUARY 92 01:24:25 PM
W. HARDY MCCOLLUM
TUSCALOOSA COUNTY, ALABAMA
21 JANUARY 92 01:24:50 PM 00074922 0061
PAT DEEDS TOT PAID: 25.50
00000000
DFE DEED FEES 12.50
MTX OIL-GAS TAX 1.00
REC RECORDING FEES 8.50
SOT 1ST SRCE TITLE 1.50
P.JF P J FEES 2.00

HANDHOLE
TDP#162393
WATER MAIN = 161.34
5" INV. = 159.07
F/L = 158.26

HANDHOLE
TDP#16480
F/L = 161.27



PARCEL 1
(4.12 ACRES ±)

STATE OF ALABAMA
TUSCALOOSA COUNTY

Parcel 1

A part of the Southwest Quarter of the Southeast Quarter of Section 16, Township 21 South, Range 10 West, Tuscaloosa County, Alabama being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 16, Township 21 South, Range 10 West; thence North 16°09'08" East, a distance of 208.48 feet to a Capped Iron Pin Set (McPherson) also the Point of Beginning; thence North 16°29'08" East, a distance of 131.02 feet iron pipe found; thence North 07°34'00" East, a distance of 249.08 feet; thence South 82°23'19" East, a distance of 209.96 feet; thence North 09°34'21" East, a distance of 75.84 feet; thence South 81°49'28" East, a distance of 266.42 feet; thence South 11°40'56" East, a distance of 200.00 feet; thence South 65°47'34" West, a distance of 291.20 feet; thence South 11°44'29" East, a distance of 96.40 feet; thence North 85°30'46" West, a distance of 351.49 feet to the Point of Beginning. Containing 4.12 Acres, more or less.

The above described parcel of land is subject to an Alabama Power Company Easement as described in D.B. 445, Pg. 128 and recorded in the Probate Office in Tuscaloosa County, Alabama.

SOURCE OF TITLE: D.B. 1110, Pg. 209

PARCEL 2
(1.83 ACRES ±)

SOUTH LINE OF THE SW1/4 - SE1/4

Parcel 2
A part of the Southwest Quarter of the Southeast Quarter of Section 16, Township 21 South, Range 10 West, Tuscaloosa County, Alabama being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 16, Township 21 South, Range 10 West, also the Point of Beginning; thence North 16°29'08" East, a distance of 209.17 feet to a capped iron pin set (McPherson); thence South 85°30'46" East, a distance of 350.07 feet to a capped iron pin set (McPherson); thence South 11°44'29" East, a distance of 203.50 feet to a Concrete Marker; thence North 86°10'41" West, a distance of 228.41 feet to a iron pipe found; thence North 86°55'05" West, a distance of 222.26 feet to the Point of Beginning. Containing 1.83 Acres, more or less.

SW CORNER OF THE
SW1/4 - SE1/4
SEC. 16, T21S, R10W
TUSCALOOSA Co., AL
(CAPPED REBAR)

S16°29'08"W
209.17ft.

N16°29'08"E
131.02ft.

S07°34'00"W
249.08ft.

76.18'

N82°23'19"W
209.96ft.

23.20'

N09°34'21"E
75.84ft.

S81°49'28"E
266.42ft.

S11°40'56"E
200.00ft.

S65°47'34"W
291.20ft.

S11°44'29"E
96.40ft.

S11°44'29"E
96.40ft.

S11°44'29"E
96.40ft.

S11°44'29"E
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S11°44'29"E
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S11°44'29"E
96.40ft.

S11°44'29"E
96.40ft.

S11°44'29"E
96.40ft.



I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

WITNESS MY HAND THIS THE 17th DAY OF JULY 2023.

Robert S. McPherson

ROBERT S. MCPHERSON
PROFESSIONAL LAND SURVEYOR
ALABAMA LICENSE NO. 19258

ROBERT S. MCPHERSON P.L.S.

4121 VASSIE DRIVE
TUSCALOOSA, ALABAMA 35404

PHONE: (205) 553-8843
FAX: (205) 553-5896

LYNWOD SPRINGER SURVEY
121 30th AVE
PART OF THE SW1/4 - SE1/4 SEC. 16, T21S, R10W
TUSCALOOSA Co. AL

SCALE:	DATE:
1" = 60'	7/8/2023
TYPE:	SURVEYED:
BOUNDARY SURVEY	7/2023
LOCATION:	DRAWN BY:
SEC. 16 T21S R10W	C.T.M.

LEGEND

- ▲ CAPPED IRON FOUND
- IRON PIPE FOUND
- CAPPED IRON PIPE SET
- CONCRETE MONUMENT
- POINT NOT MONUMENTED
- POWER POLE
- WATER METER

REVISIONS

NO.	DATE	DESCRIPTION

**ADJOINING PROPERTY OWNERS OF
121 30TH AVENUE**

**City of Northport
3500 Highway 82 West
P.O. Drawer 569
Northport, AL 35476**

**Williamson Cemetery
City of Northport
100 27th Avenue
Northport, AL 35476**

**Blakeney Properties, LLC
P.O. Box 2726
Tuscaloosa, AL 35403**

**Eva L. Brand
2905 Williamson Drive
Northport, AL 35476**

**Chism Holdings, LLC
521 30th Avenue
Northport, AL 35476**

**Billy Eugene Snyder
1614 20th Avenue
Northport, AL 35476**

**Jordan Mortimer
2922 7th Street
Tuscaloosa, AL 35401**

**Juan Rene Flores and
Briana Adele-Troxler Flores
200 Tom Kite Drive
Round Rock, TX 78664**

Druid City Rentals, LLC
1901 8th Avenue
Tuscaloosa, AL 35401

Sharon L. Montgomery
198 30th Avenue
Northport, AL 35476

City of Northport
Planning and Zoning Commission – September 12, 2023
Staff Report

Case: R-13-23

Applicant: Lynwood Springer

Location: 123 30th Avenue

Request: Rezoning

Lynwood Springer requests rezoning of approximately 4.12 acres located 123 30th Avenue. The property is currently zoned Historic Neighborhood. The petitioner is requesting REC (Recreation) zoning. The property meets the requirements for rezoning.

Any action on this item will be a recommendation to the City Council.

**STATE OF ALABAMA
TUSCALOOSA COUNTY**

PARCEL 1

A part of the Southwest Quarter of the Southeast Quarter of Section 16, Township 21 South, Range 10 West, Tuscaloosa County, Alabama being more particularly described as follows:

Commencing at the Southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 16, Township 21 South, Range 10 West; thence North 16°09'06" East, a distance of 208.48 feet to a Capped Iron Pin Set (McPherson) also the Point of Beginning; thence North 16°29'08" East, a distance of 131.02 feet iron pipe found; thence North 07°34'00" East, a distance of 249.08 feet; thence South 82°23'19" East, a distance of 209.96 feet; thence North 09°34'21" East, a distance of 75.84 feet; thence South 81°49'28" East, a distance of 266.42 feet; thence South 11°40'56" East, a distance of 200.00 feet; thence South 65°47'34" West, a distance of 291.20 feet; thence South 11°44'29" East, a distance of 96.40 feet; thence North 85°30'46" West, a distance of 351.49 feet to the Point of Beginning. Containing 4.12 Acres, more or less.

The above described parcel of land is subject to an Alabama Power Company Easement as described in D.B. 445, Pg. 128 and recorded in the Probate Office in Tuscaloosa County, Alabama.

SOURCE OF TITLE: D.B. 1110, Pg. 209

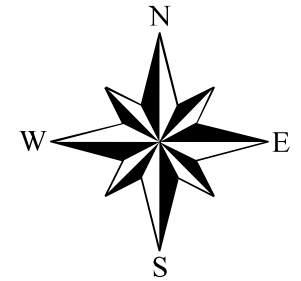
Northport Planning & Zoning Commission

Rezoning Application

Zoning

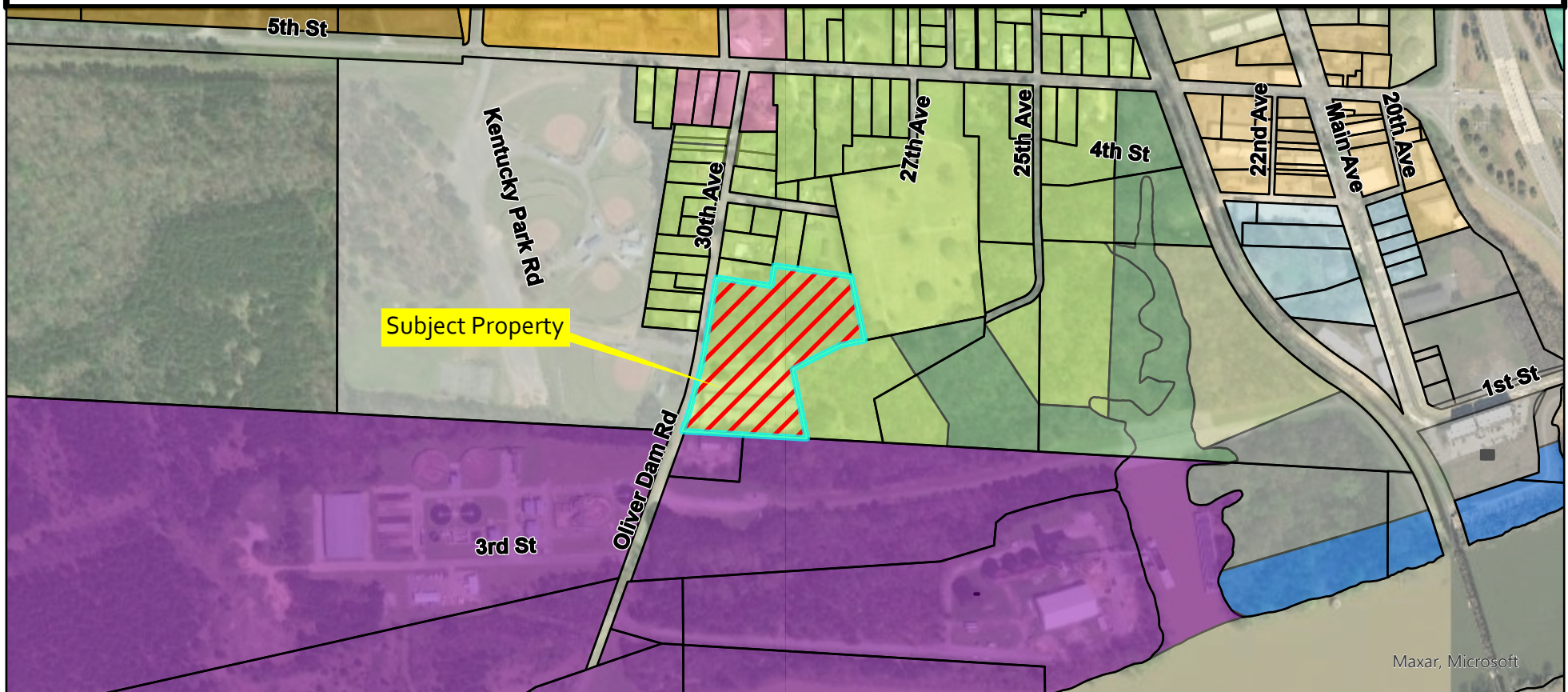
-  Bridge Avenue North
-  Conservation
-  Historic Downtown Core
-  Historic Neighborhood
-  Light Industrial
-  Multi-Family Housing
-  Neighborhood Center

-  Office and Institutional
-  Residential/Commercial/Institutional
-  River's Edge
-  Residential Multi-Family
-  South Main Riverfront
-  Working Riverfront
-  Parcels
-  Subject Property



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

0 500 1,000 2,000 Feet



Maxar, Microsoft



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

AGENDA ITEM NO. 9.a.3.

MEETING DATE: October 2, 2023

SUBJECT: First Reading, Ordinance for annexation of approximately 2 acres located west of Highway 43 and south of River Oak Drive, zoned C-3 (General Commercial)

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Saroni Real Estate, LLC is requesting annexation of approximately 2 acres located west of Highway 43 and south of River Oak Drive with the original zoning of C-3 (General Commercial). The property does meet the requirements for annexation.

Recommendation:

The Planning Commission met in a regular meeting on September 12, 2023, and gave a favorable recommendation that the annexation be granted.

Funding Source/GL Code:

GL Code No. NA Amount: \$0

Motion for Consideration:

None needed for a first reading.

ORDINANCE NO:

**ORDINANCE ASSENTING TO THE ANNEXATION OF PROPERTY
INTO THE CORPORATE LIMITS OF THE CITY OF NORTHPORT AS A
RESULT OF A PETITION FILED BY ALL THE OWNERS THEREOF WITH AN ORIGINAL
ZONING DESIGNATION OF C-3**

WHEREAS, all of the owners of the real property hereinafter described did sign and file a written petition with the City Administrator/Clerk, a copy of which is attached hereto, requesting that said property be annexed to the City of Northport; and

WHEREAS, said property is warranted by all of the owners thereof to be contiguous to the corporate limits of the City of Northport, located in Tuscaloosa County, Alabama, and does not lie within the corporate limits of any other municipality as shown by a map attached hereto; and

WHEREAS, said petitioners requested that the City of Northport adopt an ordinance assenting to such annexation and that the corporate limits of the City be extended and rearranged so as to embrace and include such property; and

WHEREAS, the Planning Commission is recommending an original zoning designation of C-3 (General Commercial)

WHEREAS, said petitioners have complied with all applicable requirements of Article XI, Section 1107.02 of the Northport Zoning Ordinance.

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

1. Pursuant to the provisions of Section 11-42-20 et sec. of the Code of Alabama, 1975, as amended, the following described property, to wit:

That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcel being more particularly described as attached in Exhibit "A" and the same is hereby annexed into the corporate limits of the City of Northport with an original zoning designation of C-3 (General Commercial), and said property shall be and hereby is, made a part of the City of Northport, upon the date of advertising this Ordinance.

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

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

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

ORDAINED this the ____ day of _____, 2023.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jeff Hogg, Council President

ATTEST:

Glenda D. Webb,
City Administrator/Clerk

APPROVED this the ____ day of _____, 2023.

Dr. John Hinton, Mayor

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

Glenda D. Webb,
City Administrator

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

Exhibit A

BEGIN on an iron rod at the Southeast corner of Lot No. 10-A of the Resurvey of Lot No. 10 Oakhill Subdivision as recorded in Plat Book 18, Page 113 in the Office of Probate, Tuscaloosa County, Alabama, said rod also being on the West right of way margin of U.S. Highway No. 43 (Byler Road), said rod being the POINT OF BEGINNING; thence run South 03 degrees 16 minutes 58 seconds West along said West right of way margin for a distance of 208.65 feet to an iron rod; thence run North 85 degrees 34 minutes 20 seconds West for a distance of 417.84 feet to an iron rod; thence run North 03 degrees 13 minutes 23 seconds East for a distance of 209.32 feet to an iron rod on the South boundary line of Oakhill Subdivision as recorded in Plat Book 6, Page 181 in said Office of Probate; thence run South 85 degrees 28 minutes 51 seconds East along said South boundary line for a distance of 418.08 feet to the POINT OF BEGINNING. Said parcel lying in the Southwest Quarter of the Northeast Quarter of Section 32, Township 20 Sout, Range 10 West, Tuscaloosa County, Alabama.

Source of Title: Deed Book 2003 Page 1443

Also known as Parcel ID: 63 20 09 32 1 005 004.000

PETITION FOR ANNEXATION

Submission Deadline: 12 Noon _____

Hearing Date: _____

CITY OF NORTHPORT PLANNING DEPARTMENT

3500 McFarland Blvd., Northport, AL 35476

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

PLEASE READ ALL INFORMATION CAREFULLY AND COMPLETE FULLY

	—OFFICIAL USE ONLY—
APPLICANT'S NAME	
Bobby Herndon	CITY ADDRESS ASSIGNMENT
	ORDINANCE #
ADDRESS	CASE #
2728 Lurleen B Wallace Blvd Northport, AL 35476	XREF. CASES:
DAYTIME TELEPHONE	
205-333-0003	REQUESTED ZONING (if other than RS-1):
EMAIL	
bherndon@hhasurveyors.com	
County Address (if any) of subject property	

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

OWNERSHIP CONFIGURATION: ☒ single parcel/single ownership ☐ multiple parcels/single ownership
☐ single parcel/multiple ownership ☐ multiple parcels/multiple ownership

THE FOLLOWING INFORMATION IS REQUIRED BY THE U.S. JUSTICE DEPT. AND BUREAU OF THE CENSUS.

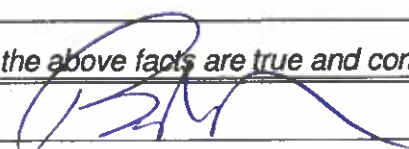
Answers to the following questions should reflect the conditions existing on the subject property at the time of annexation.

1. a. Is this property your principal residence? ☐ YES ☒ NO (if "yes," answer part B)
- b. Applicant's Marital Status: ☒ Now Married ☐ Separated ☐ Divorced ☐ Widowed ☐ Never Married
2. a. Total number of buildings on subject property: 0
☐ Number of houses ☐ Number of manufactured homes ☐ Other:
- b. Number of persons living on subject property: 0
- c. Of all persons residing on the property, how many are of voting age (18 years or older)? ☐
- d. Of all persons residing on the property, how many are:
☐ White ☐ Black ☐ Hispanic ☐ Asian or Pacific Islander ☐ American Indian/Eskimo/Aleut ☐ Other
- e. Number of children in household: _____ Ages: _____
- f. Proposed Use of Property (if any): Roaster G-3 Commercial

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

Vacant land

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

APPLICANT'S SIGNATURE: 	DATE: 8/15/2023
PRINT NAME: Bobby Herndon	

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

Received by: _____ Date: _____

(Received Date is considered official date of submission)

Updated 1/10

DEADLINE FOR SUBMITTAL IS NOON ON _____

HEARING DATE _____

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

3500 McFarland Blvd., Northport, AL 35476

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

PLEASE READ ALL INFORMATION CAREFULLY AND COMPLETE FULLY

Bobby Herndon

APPLICANT NAME

2728 Lurleen B Wallace Blvd

Northport, AL 35476

ADDRESS

205-333-0003

DAYTIME TELEPHONE**FAX NUMBER**

bherndon@hhasurveyors.com

EMAIL**OFFICE USE ONLY**

ADDRESS (if applicable):

CURRENT ZONING DISTRICT:

REQUESTED ZONING DISTRICT

GROSS SITE AREA

ac./s.f.

CASE #

X-REF CASE #

NOTE:

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

Current Owner: Saroni Real EstateGeneral Location or Address of Subject Property: Hwy 43 N approximately 250 feet South of River Oak DrCurrent Use: VacantPrior Action(s) on Subject Property: NoneDescribe briefly the proposed use and character of any proposed development: To incorporate into future medical devIf development is proposed on the property, what other approvals from the City are required? None presently☐ Subdivision ☐ Site Plan ☐ Conditional Use ☐ Variance☐ Other: _____

Member of Planning Department reviewing this application: _____

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

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

APPLICANT'S SIGNATURE:

DATE: 8/15/2023PRINT NAME: Bobby Herndon

Received: _____ Date: _____

RZ

Revised 08/12

City of Northport
Planning and Zoning Commission – September 12, 2023
Staff Report

Case: A-08-23

Applicant: Saroni Real Estate, LLC

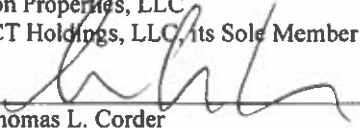
Request: Annexation

Saroni Real Estate, LLC requests annexation of approximately 2.0 acres located at west of Highway 43 and south of River Oak Drive. The property will be zoned C-3 (General Commercial). The property meets the requirements for annexation.

Any action on this item will be a recommendation to the City Council.

IN WITNESS WHEREOF, the said GRANTOR, a limited liability company, by Thomas L. Corder, whose name as Manager of LCT Holdings, LLC as Sole Member of Crimson Properties, LLC, who is authorized to execute this conveyance, has hereto set its signature and seal this the 19th day of December, 2022.

Crimson Properties, LLC
By: LCT Holdings, LLC, its Sole Member

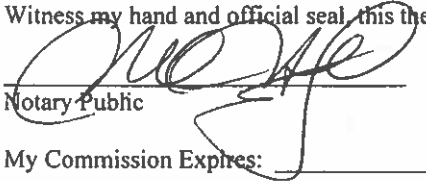
BY: 
Thomas L. Corder
Manager

STATE OF Alabama

COUNTY OF Tuscaloosa

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Thomas L. Corder, whose name as Manager of LCT Holdings, LLC as Sole Member of Crimson Properties, LLC, an Alabama Limited Liability Company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Witness my hand and official seal this the 19th day of December, 2022.


Notary Public

My Commission Expires: _____

(SEAL)



The below information is solely to fulfill Code of Alabama 1975, Section 40-22-1 and is not intended to convey any property address shown.

Grantor's Name	Crimson Properties, LLC	Grantee's Name	Saroni Real Estate, LLC
Mailing Address:	1306 Queen City Ave Ste A Tuscaloosa, AL 35401	Mailing Address:	9600 Lakeside Drive Tuscaloosa, AL 35406
Property Address	6930 Highway 43 N Northport, AL 35475	Date of Sale	12/19/22
		Total Purchase Price	\$250,000.00

The purchase price or actual value claimed herein can be verified in the contract.

File #: 101765TI

This instrument was prepared by
Michael J. Cartee
Cartee and Lloyd, Attorneys at Law
2210 8th Street, Suite B
Tuscaloosa, AL 35401

DEED Book 2022 Page 31442

Recorded: 12/21/2022 11:24:58 AM
Ward D. Robertson, III, Probate Judge
Tuscaloosa County, Alabama
Term/Cashier: PRO-RECORDING6/mmdavidson
Tran: 47101
Probate Judge Fee \$2.00

WARRANTY DEED

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

) KNOW ALL MEN BY THESE PRESENTS,

Deed Tax \$250.00
Recording Fee - By Page Count \$6.00
Source of Title \$1.00
Total: \$259.00

That in consideration of Ten Dollars and other good and valuable consideration to the undersigned Crimson Properties, LLC, an Alabama Limited Liability Company, (herein referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents grant, bargain, sell and convey unto Saroni Real Estate, LLC, an Alabama Limited Liability Company (herein referred to as GRANTEE), its successors or assigns, the following described real estate situated in Tuscaloosa County, Alabama, to-wit:

BEGIN on an iron rod at the Southeast corner of Lot No. 10-A of the Resurvey of Lot No. 10 Oakhill Subdivision as recorded in Plat Book 18, Page 113 in the Office of Probate, Tuscaloosa County, Alabama, said rod also being on the West right of way margin of U.S. Highway No. 43 (Byler Road), said rod being the POINT OF BEGINNING; thence run South 03 degrees 16 minutes 58 seconds West along said West right of way margin for a distance of 208.65 feet to an iron rod; thence run North 85 degrees 34 minutes 20 seconds West for a distance of 417.84 feet to an iron rod; thence run North 03 degrees 13 minutes 23 seconds East for a distance of 209.32 feet to an iron rod on the South boundary line of Oakhill Subdivision as recorded in Plat Book 6, Page 181 in said Office of Probate; thence run South 85 degrees 28 minutes 51 seconds East along said South boundary line for a distance of 418.08 feet to the POINT OF BEGINNING. Said parcel lying in the Southwest Quarter of the Northeast Quarter of Section 32, Township 20 South, Range 10 West, Tuscaloosa County, Alabama.

SOURCE OF TITLE: Deed Book 2003 Page 1443

This conveyance is hereby made subject to restrictive covenants, rights of way easements and reservations of record that apply to the hereinabove described real property.

TO HAVE AND TO HOLD To the said Saroni Real Estate, LLC, its successors and assigns forever.

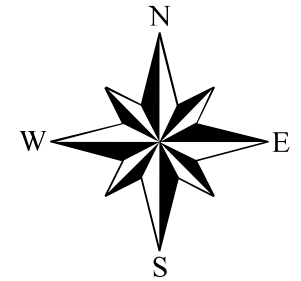
And said Crimson Properties, LLC, an does for itself, its successors and assigns, covenant with said Saroni Real Estate, LLC, its successors and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances unless otherwise noted above, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said Saroni Real Estate, LLC, its successors and assigns forever, against the lawful claims of all persons.

Northport Planning & Zoning Commission

Annexation Petition

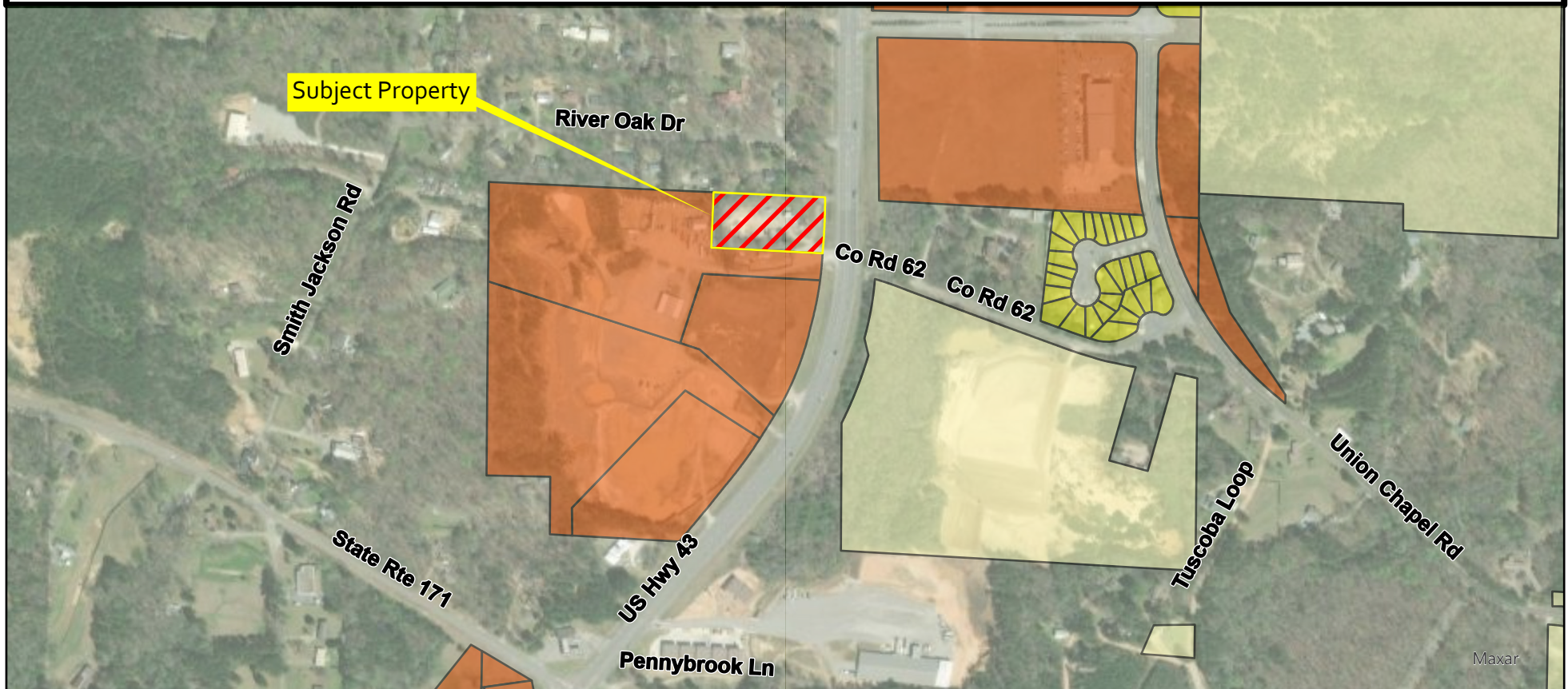
Zoning

-  General Commercial
-  Residential Single-Family - 1
-  Residential Single-Family - 4
-  Subject Property



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0 500 1,000 2,000 Feet





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

AGENDA ITEM NO. 9.a.4.

MEETING DATE: October 2, 2023

SUBJECT: First Reading, Ordinance for annexation of approximately 49.29 acres located west of Prince William Way and north of Forest Glen Boulevard, zoned RS-SD (Residential Single Family - Special District).

Unfinished Business:

Public Hearing:

New Business: X

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Joe Rice is requesting annexation of approximately 49.29 acres located west of Prince William Way and north of Forest Glen Boulevard with the original zoning of RS-SD. The property does meet the requirements for annexation.

Recommendation:

The Planning Commission met in a regular meeting of September 12, 2023 and gave a favorable recommendation that the requests for annexation be granted.

Funding Source/GL Code:

GL Code No.NA Amount: \$0

Motion for Consideration:

None are needed for a first reading.

ORDINANCE NO:

**ORDINANCE ASSENTING TO THE ANNEXATION OF PROPERTY
INTO THE CORPORATE LIMITS OF THE CITY OF NORTHPORT AS A
RESULT OF A PETITION FILED BY ALL THE OWNERS THEREOF WITH AN ORIGINAL
ZONING DESIGNATION OF RS-SD**

WHEREAS, all of the owners of the real property hereinafter described did sign and file a written petition with the City Administrator/Clerk, a copy of which is attached hereto, requesting that said property be annexed to the City of Northport; and

WHEREAS, said property is warranted by all of the owners thereof to be contiguous to the corporate limits of the City of Northport, located in Tuscaloosa County, Alabama, and does not lie within the corporate limits of any other municipality as shown by a map attached hereto; and

WHEREAS, said petitioners requested that the City of Northport adopt an ordinance assenting to such annexation and that the corporate limits of the City be extended and rearranged so as to embrace and include such property; and

WHEREAS, the Planning Commission is recommending an original zoning designation of RS-SD (Residential Single Family – Special District)

WHEREAS, said petitioners have complied with all applicable requirements of Article XI, Section 1107.02 of the Northport Zoning Ordinance.

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

1. Pursuant to the provisions of Section 11-42-20 et sec. of the Code of Alabama, 1975, as amended, the following described property, to wit:

That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcel being more particularly described as attached in Exhibit “A” and the same is hereby annexed into the corporate limits of the City of Northport with an original zoning designation of RS-SD (Residential Single Family – Special District), and said property shall be and hereby is, made a part of the City of Northport, upon the date of advertising this Ordinance.

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

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

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

ORDAINED this the ____ day of _____, 2023.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jeff Hogg, Council President

ATTEST:

Glenda D. Webb,
City Administrator/Clerk

APPROVED this the ____ day of _____, 2023.

Dr. John Hinton, Mayor

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

Glenda D. Webb,
City Administrator

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

Exhibit A

The portion of the following described parcel that falls outside the city limits of Northport, also known as parcel ID: 63 20 05 16 0 002 059.000

A parcel of land located in the Northwest Quarter(NW $\frac{1}{4}$) West of Crabbe Road (FEE), Section 15; the East Half (E $\frac{1}{2}$) of the Northeast (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) (FEE), Section 15; the North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) (FEE), Section 16; and the East Half (E $\frac{1}{2}$) of Northeast Quarter (NE $\frac{1}{4}$) (FEE), Section 16; all in Township 20 South, Range 10 West, Tuscaloosa County, Alabama.

This conveyance is made subject to all easements, restrictions and right – of -way of record in the Office of the Probate Judge of Tuscaloosa County, Alabama.

Submission Deadline: 12 Noon 8/15/23

Hearing Date: _____

PETITION FOR ANNEXATION

CITY OF NORTHPORT PLANNING DEPARTMENT
3500 McFarland Blvd., Northport, AL 35476
(205) 333-3002/FAX (205) 333-3046

PLEASE READ ALL INFORMATION CAREFULLY AND COMPLETE FULLY

	--OFFICIAL USE ONLY--
APPLICANT'S NAME <u>The Builders Group Development, LLC</u>	
ADDRESS 1307 25th Avenue, Tuscaloosa, AL 35401	CITY ADDRESS ASSIGNMENT
DAYTIME TELEPHONE (205) 342-3940	ORDINANCE #
EMAIL bcorder@thebuildersgroup.info	CASE #
County Address (if any) of subject property	XREF. CASES:
	REQUESTED ZONING (if other than RS-1):

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

OWNERSHIP CONFIGURATION: ☐ single parcel/single ownership ☐ multiple parcels/single ownership
☐ single parcel/multiple ownership ☒ multiple parcels/multiple ownership

THE FOLLOWING INFORMATION IS REQUIRED BY THE U.S. JUSTICE DEPT. AND BUREAU OF THE CENSUS.

Answers to the following questions should reflect the conditions existing on the subject property at the time of annexation.

1. a. Is this property your principal residence? ☐ YES ☒ NO (if "yes," answer part B)
- b. Applicant's Marital Status: ☐ Now Married ☐ Separated ☐ Divorced ☐ Widowed ☐ Never Married
2. a. Total number of buildings on subject property: 0

<u>0</u> Number of houses	<u>0</u> Number of manufactured homes	<u>0</u> Other:
---------------------------	---------------------------------------	-----------------

- b. Number of persons living on subject property: 0
- c. Of all persons residing on the property, how many are of voting age (18 years or older)? 0
- d. Of all persons residing on the property, how many are:

<u>0</u> White	<u>0</u> Black	<u>0</u> Hispanic	<u>0</u> Asian or Pacific Islander	<u>0</u> American Indian/Eskimo/Aleut	<u>0</u> Other
----------------	----------------	-------------------	------------------------------------	---------------------------------------	----------------
- e. Number of children in household: 0 Ages: N/A
- f. Proposed Use of Property (if any): Residential Subdivision

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

Northwesternmost portion of the Forest Glen subdivision (Ninth Section), 81 residential lots and 3 open space lots, +/-54 acres

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

APPLICANT'S SIGNATURE: <u>Brock Corder</u>	DATE: 8/14/23
PRINT NAME: <u>Brock Corder</u>	

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

Received by: _____ Date: _____

(Received Date is considered official date of submission)

Updated 1/10

DEADLINE FOR SUBMITTAL IS NOON ON _____

HEARING DATE _____

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

3500 McFarland Blvd., Northport, AL 35476

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

PLEASE READ ALL INFORMATION CAREFULLY AND COMPLETE FULLY*Builders Group Development, LLC*
~~The Builder's Group~~

APPLICANT NAME

1307 25th Avenue, Tuscaloosa, AL 35401

ADDRESS

(205) 342-3940

DAYTIME TELEPHONE

FAX NUMBER

bcorde@thebuildersgroup.info

EMAIL

OFFICE USE ONLY

ADDRESS (if applicable):

CURRENT ZONING DISTRICT:

REQUESTED ZONING DISTRICT

GROSS SITE AREA

ac./s.f.

CASE #

X-REF CASE #

NOTE:

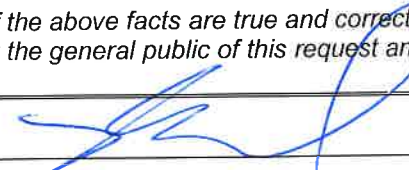
1. (A COPY OF THE DEED TO THE SUBJECT PROPERTY MUST BE SUBMITTED WITH THIS APPLICATION.) If the applicant is not the current owner, then a signed statement allowing the applicant to act as an "authorized agent" must be on file. All associated fees will be charged to the applicant unless otherwise arranged.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

Current Owner: Peggy Rice MenningGeneral Location or Address of Subject Property: Northwesternmost portion of the Forest Glen subdivisionCurrent Use: UndevelopedPrior Action(s) on Subject Property: Master PlanDescribe briefly the proposed use and character of any proposed development: Residential SubdivisionIf development is proposed on the property, what other approvals from the City are required? Annexation
☒ Subdivision
 ☒ Site Plan
 ☐ Conditional Use
 ☐ Variance
☐ Other _____

Member of Planning Department reviewing this application: _____

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

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

APPLICANT'S SIGNATURE: DATE: 08/14/2023PRINT NAME: Brock E. Corde

Received: _____ Date: _____

RZ

Revised 08/12

This deed was prepared without the benefit of a title examination or survey thereof.

This instrument was prepared by:

BURNS, ELLIS, COPELAND & LIENBY
2319 8th Street
Tuscaloosa, Alabama 35401

SOURCE OF TITLE Deed
BOOK 722 PAGE 92

STATE OF ALABAMA

TUSCALOOSA COUNTY

WARRANTY DEED

0085 0341

RECORDED IN ALABAMA
PUBLIC RECORDS

23 SEP 28 PM 3 01

TUSCALOOSA, ALA.

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration to the undersigned Grantor in hand paid by the Grantees herein, the receipt and sufficiency whereof is hereby acknowledged, the undersigned

BESSIE W. RICE, widow of Henry Burks Rice,

herein referred to as Grantor, has granted, bargained, sold, aliened, assigned and conveyed, and by these presents does hereby grant, bargain, sell, alien, assign and convey unto

PEGGY R. CURTIS and JOSEPH S. RICE, III, as tenants in common, each with an undivided $\frac{1}{4}$ interest

herein referred to as Grantees, the following described real estate situated in Tuscaloosa County, Alabama, to-wit:

A parcel of land located in the Northwest Quarter (NW $\frac{1}{4}$) West of Crabbe Road (FEE), Section 15; the East Half (E $\frac{1}{2}$) of the Northeast (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) (FEE), Section 15; the North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) (FEE), Section 16; and the East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) (FEE), Section 16; all in Township 20 South, Range 10 West, Tuscaloosa County, Alabama.

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

Together with all and singular the tenements, hereditaments and appurtenances thereto or in any wise appertaining or otherwise belonging, together with the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, dower and the right of dower, property, possession, claim and demand whatsoever, as well in law as in equity of the said Grantor, of, in and to the same and every part or parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described

CLAIMS LIST
BK Deed
BK 1229 PG 113
P4 NW $\frac{1}{4}$, 15-20-10

CLAIMS LIST
BK Deed
BK 1229 PG 417
P4 NW $\frac{1}{4}$ 15-20-10

CLAIMS LIST
BK Deed
BK 1242 PG 59
15-20-10

CLAIMS LIST
BK Deed
BK 1242 PG 69
15-20-10

premises, together with the appurtenances, unto the said Grantees, their heirs or assigns forever. And I do for myself and for my heirs, executors and administrators covenant with the said Grantees, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that the same are free from all encumbrances, unless otherwise noted above, that I am entitled to the immediate possession thereof; that I have a good and lawful right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have hereunto set his hand and seal on this the 23rd day of September, 1988.

Bessie W. Rice (Seal)
BESSIE W. RICE

STATE OF ALABAMA

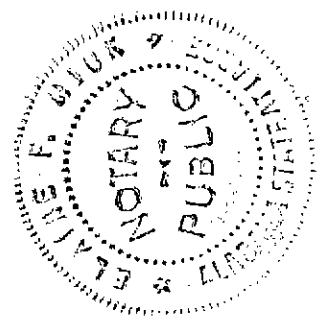
TUSCALOOSA COUNTY

I, the undersigned authority, a Notary Public in and for the State of Alabama at large, hereby certify that Bessie W. Rice, widow of Henry Burks Rice, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the foregoing conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 23rd day of September, 1988.

Elaine F. Blum
Notary Public in and for the
State of Alabama at Large.

My commission expires: 6-17-92



SEP26-88 03:00PM

#00000985

#00000241

DEED *****0.50

REC. *****4.00

ACT655 *****1.00

TOTL *****7.50

CASH *****7.50

28545 C1

N77

0985 0342

RECORDED IN BOOK 100000985

26 SEP 26 PM 3 01

TUSCALOOSA, ALA.

City of Northport
Planning and Zoning Commission – September 12, 2023
Staff Report

Case: A-09-23

Applicant: Joe Rice

Request: Annexation

Joe Rice requests annexation of approximately 49.29 acres located west of Prince William Way and north of Forest Glen Boulevard. The petitioner requests an original zoning designation of RS-SD. The property meets the requirements for annexation.

Any action on this item will be a recommendation to the City Council.

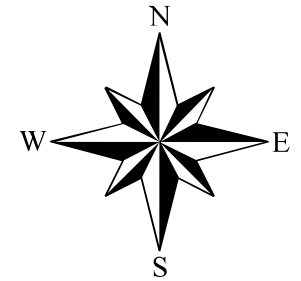
Northport Planning & Zoning Commission

Zoning

-  Agriculture
-  Neighborhood Commercial
-  General Commercial
-  Office and Institutional

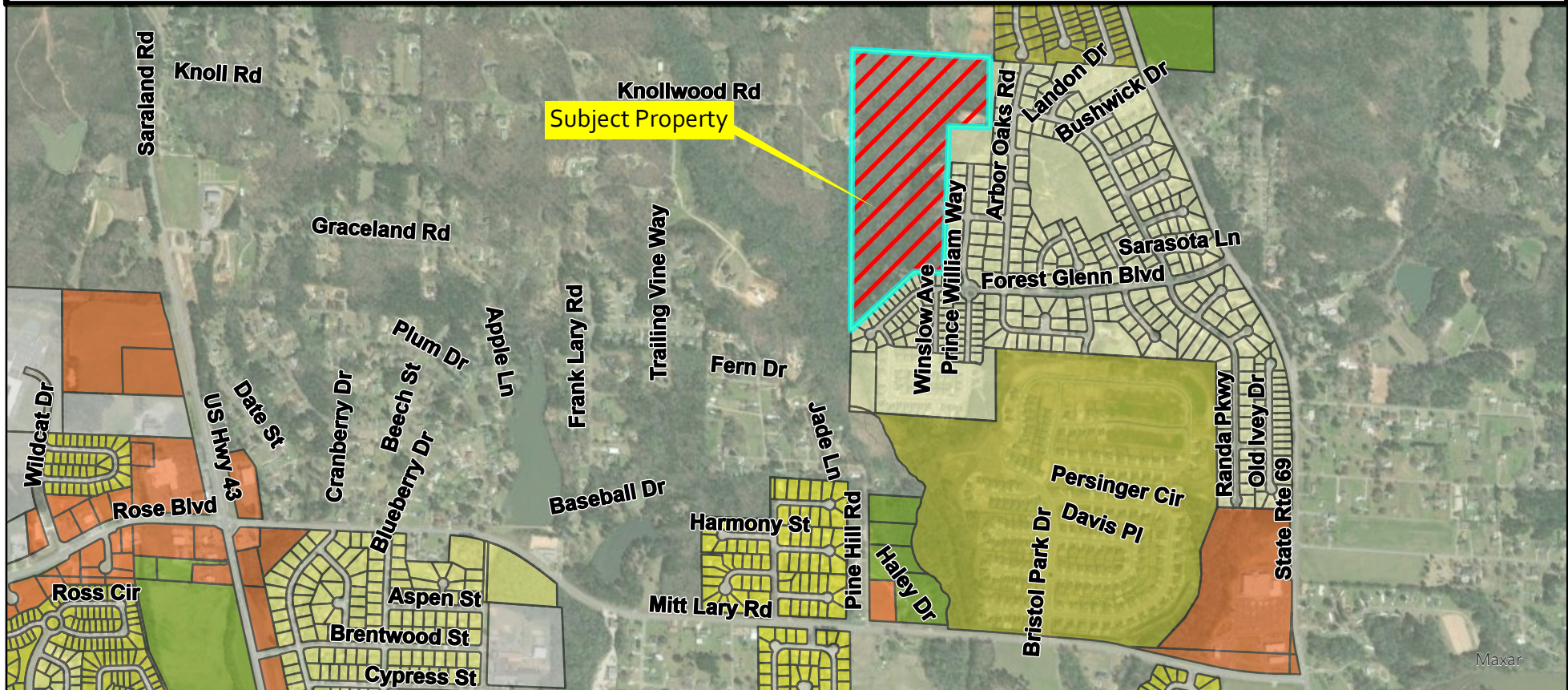
Annexation

-  Residential Single-Family - SD
-  Residential Single-Family - 1
-  Residential Single-Family - 2
-  Residential Single-Family - 3
-  Residential Single-Family - 4
-  Subject Property



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

0 1,250 2,500 5,000 Feet





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

AGENDA ITEM NO. 9.a.5.

MEETING DATE: October 2, 2023

SUBJECT: First Reading, Ordinance for rezoning of approximately 4.48 acres located west of Prince William Way and north of Forest Glen Boulevard from RS-1 (Single - Family Residential) to RS-SD (Residential Single Family - Special District).

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Joe Rice is requesting rezoning of approximately 4.48 acres located west of Prince William Way and north of Forest Glen Boulevard from RS-1 to RS-SD. This property does meet the rezoning requirements.

Recommendation:

The Planning Commission met in a regular meeting on September 12, 2023 and gave a favorable recommendation to grant the rezoning request.

Funding Source/GL Code:

GL Code No.NA Amount: \$0

Motion for Consideration:

None are needed for a first reading.

ORDINANCE NO. _____

ORDINANCE AMENDING THE COMPREHENSIVE ZONING
ORDINANCE FOR THE CITY OF NORTHPORT, ALABAMA

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

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

1. That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcels being more particularly described as attached in Exhibit "A" in Tuscaloosa County, Alabama to rezone 4.48 acres from RS-1 (Single - Family Residential) to RS-SD (Residential Single Family). This property is located west of Prince William Way and north of Forest Glen Boulevard.

This amendment to the existing Comprehensive Zoning Plan of the City of Northport, Alabama, shall become effective immediately upon its passage and advertisement as required by law.

ADOPTED this the _____ day of _____, 2023.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb,
City Administrator

APPROVED this the _____ day of _____, 2023.

Dr. John Hinton, Mayor

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

Glenda D. Webb, City Administrator

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

Exhibit A

The portion of the following described parcel that lie within the city limits of Northport, also known as parcel ID: 63 20 05 16 0 002 059.007

A parcel of land located in the Northwest Quarter(NW $\frac{1}{4}$) West of Crabbe Road (FEE), Section 15; the East Half (E $\frac{1}{2}$) of the Northeast (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) (FEE), Section 15; the North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) (FEE), Section 16; and the East Half (E $\frac{1}{2}$) of Northeast Quarter (NE $\frac{1}{4}$) (FEE), Section 16; all in Township 20 South, Range 10 West, Tuscaloosa County, Alabama.

This conveyance is made subject to all easements, restrictions and right – of -way of record in the Office of the Probate Judge of Tuscaloosa County, Alabama.

DEADLINE FOR SUBMITTAL IS NOON ON _____

HEARING DATE _____

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

3500 McFarland Blvd., Northport, AL 35476

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

PLEASE READ ALL INFORMATION CAREFULLY AND COMPLETE FULLY

Builder's Group Development, LLC

APPLICANT NAME

1307 25th Avenue, Tuscaloosa, AL 35401

ADDRESS

(205) 342-3940

DAYTIME TELEPHONE

FAX NUMBER

bcorder@thebuildersgroup.info

EMAIL

OFFICE USE ONLY

ADDRESS (if applicable):

CURRENT ZONING DISTRICT:

REQUESTED ZONING DISTRICT

GROSS SITE AREA

ac./s.f.

CASE #

X-REF CASE #

NOTE:

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

Current Owner: Peggy Rice MenningGeneral Location or Address of Subject Property: Northwesternmost portion of the Forest Glen subdivision (Parcel 59.7)Current Use: UndevelopedPrior Action(s) on Subject Property: Master PlanDescribe briefly the proposed use and character of any proposed development: Residential Subdivision

If development is proposed on the property, what other approvals from the City are required? _____

☒ Subdivision
 ☒ Site Plan
 ☐ Conditional Use
 ☐ Variance

☐ Other _____

Member of Planning Department reviewing this application: _____

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

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

APPLICANT'S SIGNATURE: 

DATE: 08/29/2023

PRINT NAME: Brock Corder

Received: _____ Date: _____

RZRevised 08/12
Page 30 of 196



City of Northport
Planning and Zoning Commission – September 12, 2023
Staff Report

Case: R-14-23
Applicant: Joe Rice
Request: Rezoning

Joe Rice requests rezoning of approximately 4.48 acres located west of Prince William Way and north of Forest Glen Boulevard from RS-1 (Single Family Residential) to RS-SD (Residential Special District). The property meets the requirements for rezoning.

Any action on this item will be a recommendation to the City Council.

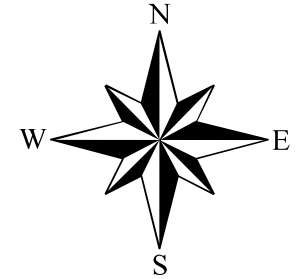
Northport Planning & Zoning Commission

Zoning

- Agriculture
- Neighborhood Commercial
- General Commercial
- Office and Institutional

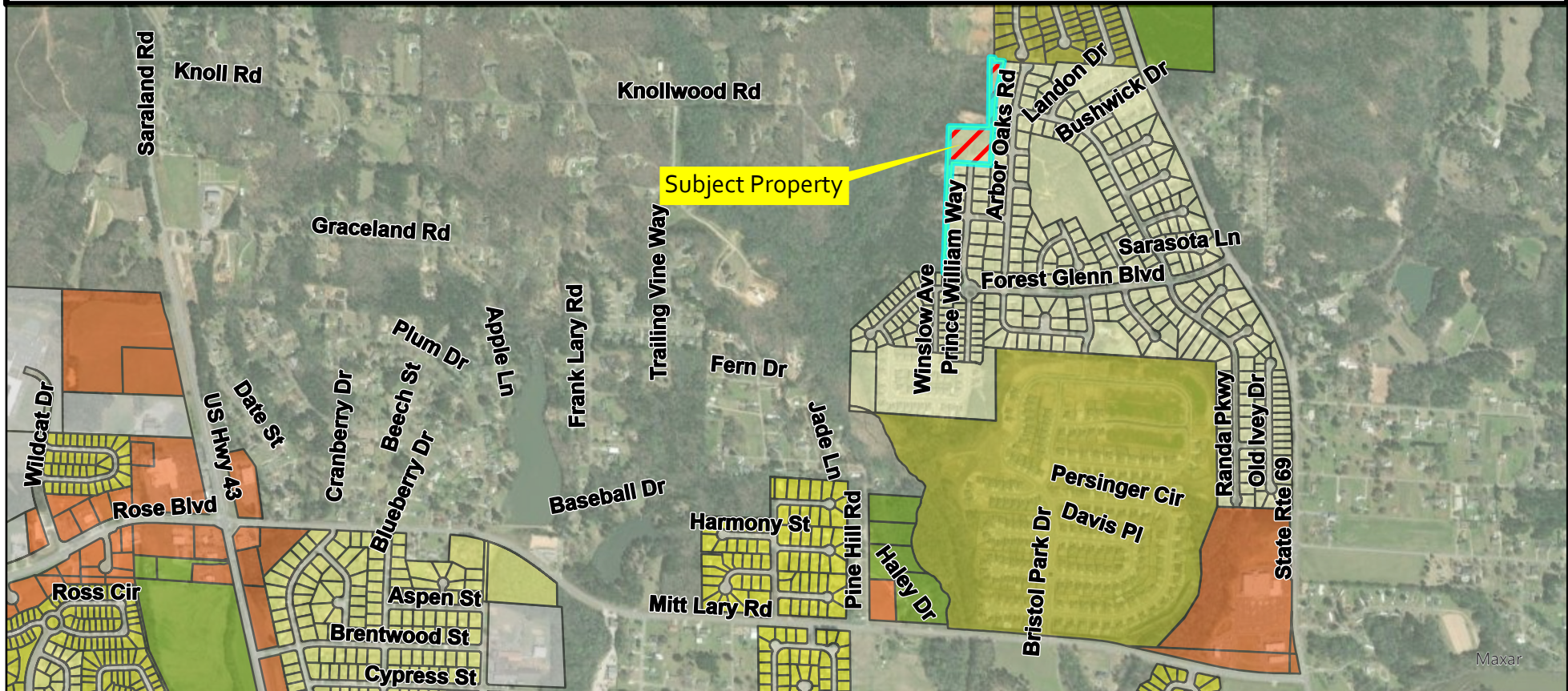
Rezoning

- Residential Single-Family - SD
- Residential Single-Family - 1
- Residential Single-Family - 2
- Residential Single-Family - 3
- Residential Single-Family - 4
- Subject Property



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0 1,250 2,500 5,000 Feet





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

AGENDA ITEM NO. 9.a.6.

MEETING DATE: October 2, 2023

SUBJECT: First Reading, Ordinance for Amendments to Article VIII of the Zoning Ordinance regarding sign regulations

Unfinished Business:

Public Hearing:

New Business: X

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The City of Northport has requested an amendment to Article VIII of the zoning ordinance regarding sign regulations.

Recommendation:

The Planning Commission Board met in a special called meeting on September 21, 2023 and gave a favorable recommendation on the amendments to Article VIII of the zoning ordinance regarding sign regulations.

Funding Source/GL Code:

GL Code No. NA Amount: \$

Motion for Consideration:

None needed for a first reading.

ORDINANCE NO.

**ORDINANCE TO REPEAL AND REPLACE ARTICLE VIII SIGN REGULATIONS OF THE
NORTHPORT ZONING ORDINANCE**

WHEREAS, the City of Northport recognizes that signs perform an important function in identifying properties, businesses, services, etc.; and

WHEREAS, the City also recognizes that proper guidelines are necessary for the reasonable use of signs so as to enhance the character of the city; and

WHEREAS, the Planning Commission met on September 21, 2023, and voted to give a favorable recommendation to the City Council to approve the proposed sign regulations.

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

1. That Article VIII Sign Regulations of the Northport Zoning Ordinance is hereby replaced as set forth in Exhibit "A" attached hereto.
2. This Ordinance shall become effective immediately upon passage or otherwise becoming law.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

ORDAINED this the _____ day of _____, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the _____ day of _____, 2023.

John Hinton, Mayor

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

Glenda D. Webb, City Administrator

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

EXHIBIT “A”

ARTICLE VIII. SIGN REGULATIONS

Section 800. Purpose, Findings, and Scope

The City of Northport recognizes that signs perform an important function in identifying properties, businesses, services, residences, events, and other matters of public interest. Signs also have a direct impact on the health, safety, and welfare of the public. For example, crash data analysis at 18 study sites in Alabama and Florida revealed that the presence of digital billboards is correlated with an increase in crash rates¹. Intentional and appropriate regulation is essential to balance these competing needs of the public.

It is the intent of this Article to:

- 800.01** Set standards and provide controls that permit reasonable use of signs and enhance the character of the City;
- 800.02** Support and promote the use of signs to aid the public in the identification of businesses and other activities, to assist the public in its orientation within the City, to express the history and character of the City, to promote the community's ability to attract sources of economic development and growth, and to serve other informational purposes;
- 800.03** Avoid excessive competition for large or multiple signs, so that permitted signs provide identification and direction while minimizing clutter, unsightliness, confusion, and hazardous distractions to motorists
- 800.04** Protect the public from the danger of unsafe signs, and from the degradation of the aesthetic qualities of the City and
- 800.05** Provide for the establishment of signs where the area, height, type, and design of signs is based on the context and character of the neighborhood and zoning district;
- 800.06** Encourage sign design that builds on the traditional town image and visual environment the City of Northport seeks to promote.
- 800.07** Limit billboards within the City of Northport.

This Article uses content-neutral time, place, and manner restrictions that are narrowly tailored to achieve these significant public goals. Nothing in this Article shall inhibit an individual's right to express non-commercial messages as protected by the First Amendment of the United States Constitution. This Article provides many alternative channels for communicating speakers' messages, regardless of content, and includes a substitution clause to ensure content neutrality.

These regulations shall apply to all signs erected, constructed, displayed, painted, maintained, altered, and/or installed in every zoning district in the City, which are designed or intended to be seen by or attract the attention of the public. No sign shall be erected or installed unless it is in compliance with the regulations of this Article.

¹ Digital Advertising Billboards and Driver Distraction (2015), <https://rosap.nhtl.bts.gov/view/dot/36939>

Section 801. Definitions

801.01 Words and phrases used in this Article shall have the meanings defined in this Section. Words and phrases not defined in this Article but defined elsewhere in the Zoning Ordinance shall be given the meaning set forth in the Definitions Section.

801.02 Where terms are related to measurements and calculations set out in this article (e.g., sign height, setbacks, sign area, etc.), such terms are defined in Section 802 (Calculations and Measurements).

Banner Sign

A temporary sign composed of cloth, canvas, plastic, fabric or similar lightweight, non-rigid material that can be mounted to a structure with cord, rope, cable, or a similar method. Banner signs attached to posts and mounted in a yard or landscaped area shall be considered a “temporary yard sign.”

Building

Where the term “building” is used in reference to the location of a sign it means a primary building on a lot and does not include accessory buildings or accessory structures. In those districts that do not have side yard setback requirements and buildings share a common wall, then a change from one building to another shall occur when there is a firewall separating the buildings.

Building Sign

A permanent sign attached directly to an exterior wall of a building and which does not extend more than a certain distance from the façade, as established in this chapter, nor above the roof line or beyond the limits of the outside wall. The exposed face of the sign in a plane parallel to the building wall.

Building Unit

A stand-alone building or a building divided into separate units or spaces that are individually owned or leased by different enterprises, businesses, firms, or other nonresidential occupants, and which meets the following conditions:

- Where a building is divided into individual spaces, each space with its own exterior entry or access point directly into the space shall be consider a building unit.
- Where a building contains individual spaces that are all accessed from the interior through a joint entry, such building shall be considered one building unit.
- Where a lot contains multiple principal buildings, each building shall be considered a building unit.

“Building unit” shall not be used to define an apartment building or similar residential-only building that is divided into individual dwelling units. For a mixed-use building, as defined in this article, the number of building units on any given lot shall be determined by the number of nonresidential enterprises, businesses, firms, or other nonresidential occupants.

Detached Sign

Any sign affixed to or supported upon the ground by a monument, pedestal, pole, bracing, or other permanent structural element and not attached to any building.

Driveway Signs

A small permanent sign located near driveway access points or at the intersection of internal access drives.

Electronic Reader Board or Digital Sign

A sign designed so that the characters, letters, or illustrations can be changed or rearranged automatically on a lamp bank or through mechanical means (e.g., electronic or digital signs).

Erect

To construct, reconstruct, build, relocate, raise, assemble, place, affix, attach, create, paint, draw, or in any other way establish, re-establish, or structurally alter a sign. It shall not include any of the foregoing activities when performed as an incident to change a message on a reader board, or maintain the sign.

Façade

The exterior wall on the front, side, or rear elevation of the building regardless of whether the building side faces a street.

Freestanding Sign

Any sign supported by structures or supports that are placed on, or anchored in the ground and that are independent from any building or other structure. The posts or other supporting structures shall be considered as part of the sign, except that they shall not be included in computing the sign display area.

Lot

A lot is a parcel of land. For the regulatory purposes of this ordinance a lot may consist of a single lot of record, a portion of a lot of record, combinations of adjacent individual lots or portions of lots, or a parcel described by metes and bounds, provided that in no case of division or combination by private action shall any residual lot be created which does not meet the requirements of this ordinance and other applicable regulations.

Main or Entry Façade

Generally, the façade or side of the building that faces the public street, road, or highway. In cases where the building is oriented in a manner not parallel to the street, the primary entrance façade is used as the main façade.

Monument Sign

A permanent detached sign, other than a pylon or ground sign, not attached to a building, which is placed upon or supported by the ground independently of any other structure, typically on a monument or pedestal structure.

Nonconforming Sign

Any sign that was erected legally prior to the adoption of this ordinance, or amendment thereto, but which does not comply with subsequently enacted sign restrictions and regulations or a sign which does not conform to the regulations of this chapter.

Permanent Sign

A sign permitted by this ordinance to be located on the premises and designed to be permanently attached to a structure or the ground. Such sign is constructed of rigid, non-flexible materials.

Planning Director

The Planning Director of the City of Northport Planning Director or his/her designee.

Pole Sign

A permanent, detached sign other than a pylon or monument sign, which is affixed to the ground by no more than two poles, columns, or uprights permanently imbedded in the ground.

Portable Sign

Any sign not attached to a building or the ground that is designed to be transported, including signs designed to be transported by means of wheels. This definition shall not include “sidewalk sign” or other defined temporary sign types.

Projecting Sign

A sign that is affixed perpendicular to a building or wall and extends more than eight inches beyond the face of such building or wall and the lowest point of which sign is not less than 12 feet above the sidewalk or ground level. A projecting sign shall be considered an “attached sign”.

Reader Board

A sign designed so that the characters, letters, or illustrations can be changed or rearranged manually or electronically without altering the sign display surface. May also be known as readerboards.

Right-of-Way

A strip or area of land dedicated for use as a public roadway, railroad, or dedicated for other public uses. For streets, the right-of-way typically includes the paved roadway, curbs, lawn strips, sidewalks, lighting, drainage facilities and utilities and may include special features (required by the topography or treatment) such as grade separation, landscaped areas, viaducts, and bridges.

Sidewalk Sign

A temporary sign that may be placed on a public sidewalk or on a private sidewalk/walkway, during business hours in accordance with this article and which may include an “A-frame sign” or a “T-frame sign” as defined below:

- A-Frame Sign means a detached temporary sign that is ordinarily in the shape of an “A” or some variation thereof, which is readily moveable, and is not permanently attached to the ground or any structure.
- T-Frame Sign means a detached temporary sign that is ordinarily in the shape of an upside down “T” or some variation thereof, which is readily moveable, and is not permanently attached to the ground or any structure.

Sign

A structure, device, or surface that contains, supports, or displays sign copy.

Sign Area

The total area of a sign face as measured pursuant to Section 802.03 (Sign Area).

Sign Copy

Letters, numerals, figures, symbols, logos, pictorial, or graphic elements comprising the content or message of a sign.

Sign Face

The surface of the sign upon, against, or through which the message of the sign is exhibited.

Street Frontage

The distance for which a lot line adjoins a public street, from the lot line intersecting said street to the furthest distant lot line intersecting the same street. Alternatively, where the number of signs is based on the number of street frontages, a street frontage means a continuous border between the subject property and a public street or road.

Temporary Sign

A non-permanent sign that is neither permanently anchored to the ground, nor permanently affixed to a structure, nor mounted on a chassis.

Temporary Yard Sign

A temporary sign that is placed in a yard, grass, or other landscaped areas that requires two posts or supporting elements. Banner signs mounted on two posts and placed in a yard shall be defined as a temporary yard sign.

Window Sign

A sign attached to, in contact with, placed upon or painted on the window or door of a building which is intended for viewing from the outside of such building. This does not include merchandise located in a window.

Section 802. Calculations and Measurements

For the purpose of this chapter, the following shall be the method for determining and interpreting any form of calculation or measurement.

802.01 Sign Setback

All required setbacks for signs shall be measured as the distance in feet from the applicable lot line, or other stated point of measurement, to the closest point on the sign structure.

802.02 Sign Height

- A.** The height of a sign shall be computed as the distance from the base of the sign at normal grade (average grade at the base of the sign) to the top of the highest attached component of the sign. Normal grade shall be construed to be the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating undertaken for the purpose of locating or increasing the height of sign.
- B.** The filling of a pre-existing hole or depression to create an average grade at the same level as that surrounding the hole or depression is permitted, provided such filling is allowed by other ordinances.
- C.** In cases where the normal grade is below grade at street level, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public or private street. See Figure A.

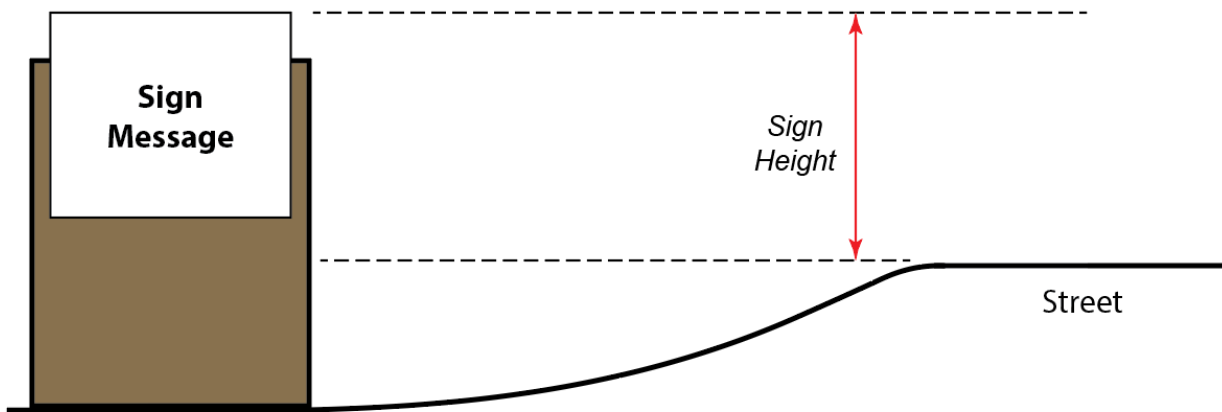


Figure A: Illustration of the measurement of sign height when the grade at the bottom of the sign is below the grade of the adjacent street.

- D.** Any material whose major function is providing structural support for a sign shall be considered part of the sign for purposes of determining sign height.
- E.** Where a distance is established for the clearance of a sign, such measurements shall be made from the normal grade of the ground, directly under the applicable sign or structure supporting the sign, and the bottom most point of the sign or the structure supporting the sign, whichever is closest.

802.03 Sign Area

The surface of a sign to be included when computing maximum allowable square footage of sign area shall be calculated as follows:

- A.** For sign copy mounted or painted on a background panel, cabinet, or surface distinctively painted, textured, lighted, or constructed to serve as the background for the sign copy, the sign area shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that encompasses the extreme limits of the background panel, cabinet, or surface. See Figure B and Figure C.

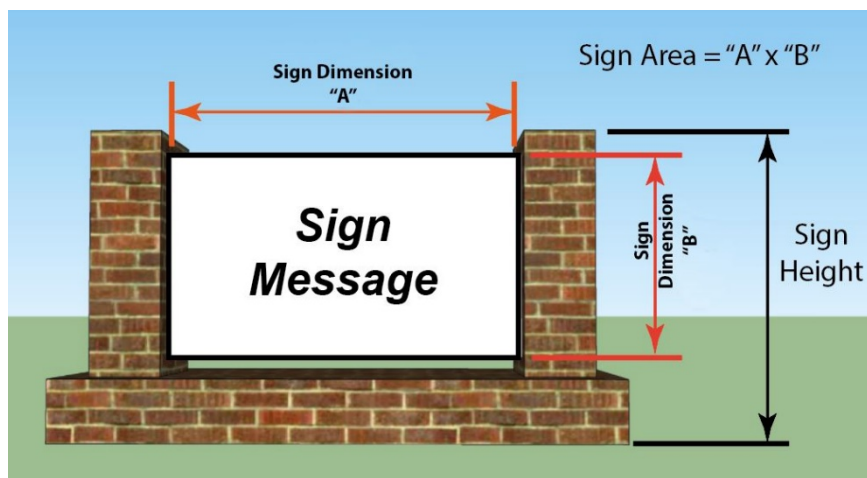


Figure B: Illustration of sign area calculation for a monument sign with copy on a distinct cabinet.



Figure C: Illustration of computing the sign area for wall signs with a background panel or cabinet.

- B.** For sign copy where individual letters or elements are mounted on a building façade where there is no background panel, cabinet, or surface distinctively painted, textured, lighted, or constructed to serve as the background for the sign copy, the sign area shall be computed by means of the combination of the smallest square, circle, rectangle, triangle, or combination thereof that encloses all the letters or elements associated with the sign. See Figure D.

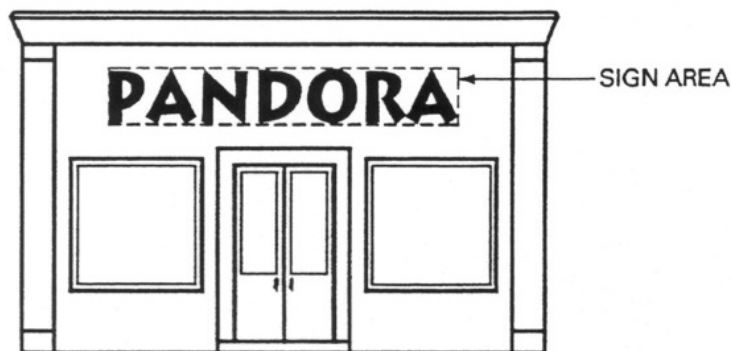


Figure D: Illustration of sign area calculation for two differently shaped wall signs with individual letters.

- C. In cases where there are multiple elements of sign copy on the same surface, any areas of sign copy that are within two feet of one another shall be calculated as a single sign area that shall be computed by means of the smallest permitted shape that encloses all sign copy within two feet of one another, otherwise the sign area shall be computed for each separate piece of sign copy. See Figure E.

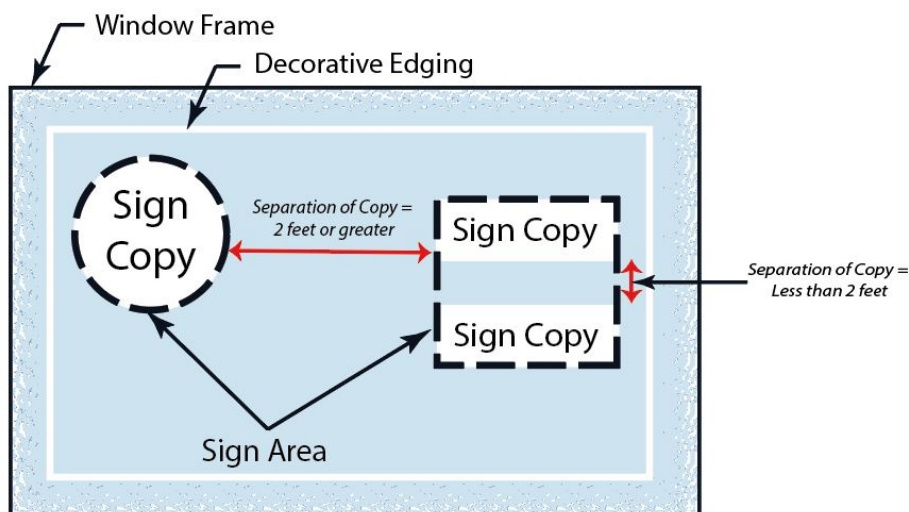


Figure E: Illustration of sign area calculations for multiple sign areas on a window sign.

- D. Decorative edging or other window treatments that are not an integral part of the sign copy shall not be considered a part of the sign for the purposes of this chapter. See Figure E.

- E. In cases where there are multiple sign elements on the same surface, the Planning Director shall have the authority to determine the outermost boundaries of individual sign elements based on the shape of the sign and the distance separating various elements of sign copy. Decorative edging or other window treatments that are not an integral part of the sign copy shall not be considered a part of the sign for the purposes of this article.
- F. The calculation of sign area shall not include any supporting framework, bracing, or decorative fence or wall unless such structural support is determined to constitute an integral part of the sign design by means of any form of sign copy, as determined by the Planning Director.
- G. In the case of a three-dimensional sign where the sign faces are not mounted back-to-back, the sign area shall be calculated by the smallest square, circle, rectangle, triangle, or combination thereof that encompasses the profile of the sign message, multiplied by two. The profile used shall be the largest area of the sign face visible from any one point.
- H. Except for three-dimensional signs, the sign area for a sign with more than one face (multi-faced signs) shall be computed by adding together the area of all sign faces unless two sign faces are mounted back-to-back.
- I. When two flat sign faces are placed back-to-back and when such sign faces are part of the same sign structure and are not more than 24 inches apart, the sign area shall be computed by the measurement of one of the faces. If the two faces are unequal, the sign area shall be calculated based on the larger of the two faces.

802.04 Determining Width of Building Facades

- A. For the purposes of this chapter, the length of the building wall that faces a public street shall be considered the main building facade unless otherwise stated.
- B. The calculation of the width or lineal measurement of any main building façade shall be the measurement of the main building façade between two side facades. The calculation shall be based on viewing the façade from a 90-degree angle (i.e., straight on), regardless of façade insets, offsets, or angles. See Figure F.

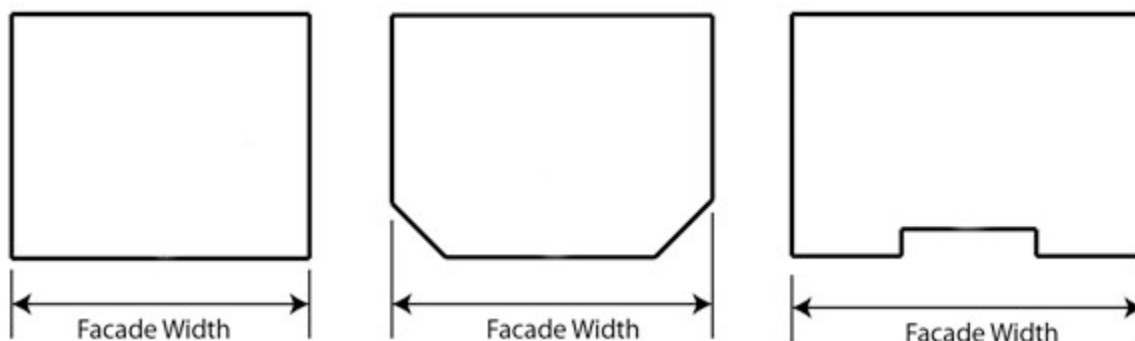


Figure F: Illustration of façade width measurement on varied façade shapes.

Section 803. General Provisions

803.01 Compliance and Applicability

- A.** No premises within the corporate limits of the City of Northport shall be used to construct or erect a sign that does not meet the requirements of this chapter, and it shall be unlawful for any person to use premises in the corporate limit of the city to construct or erect a sign that is not in conformity with the requirements of this chapter.
- B.** This chapter shall only apply to any sign, in any zoning district, that is outdoors and displaying sign copy that is visible from a public right-of-way or otherwise visible to the general public. This chapter is not intended to, and does not, regulate signs inside of homes or other buildings.
- C.** Any sign legally established prior to the effective date of this chapter, or amendments thereto, and which sign is rendered nonconforming by the provisions herein, shall be subject to the nonconforming sign regulations of Section 808.01 (Nonconforming Signs).

803.02 Coverage

- A.** Nothing in this chapter shall be construed to affect the franchise authority of the city.
- B.** Nothing in this chapter shall be construed to allow or give permission to any person to install a sign on private property without the consent of the owner of the property or the person otherwise in possession or control of the property. Where a sign has been placed on premises without proper consent, the sign shall constitute a trespass.
- C.** Nothing in this chapter shall be construed to exempt from or except the application of the building and other technical codes of the city to the installation of signs.

803.03 Exclusions from this Chapter

- A.** In some cases, federal and state law preempt or otherwise limit or prohibit the City's regulatory authority over signs, which may include, signs required by state or federal law including signs ordered in the case of bankruptcies and government-function signs. It is not the intent of this ordinance to challenge or create conflicts with or act contrary to such law and thus this article shall not apply in such cases.
- B.** Exclusion from this article does not relieve a person from complying with other applicable laws, including the building and electrical codes of the city.

803.04 Severability Clause

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter.

803.05 Reclassification of Signage

If the type of any sign that legally existed prior to the effective date of this amendment is reclassified by this amendment, such sign shall be classified as the sign type defined in this chapter and shall be subject to the applicable standards for such sign type from the effective date of this amendment. Such reclassification shall be regardless of any variances that were approved prior to the effective date of this amendment.

803.06 Design, Construction, and Maintenance of Signs**A. Compliance with Building and Electrical Code Requirements.**

All permanent signs and the illumination thereof, shall be designed, constructed and maintained in conformity with the applicable provisions of the adopted building code and electrical code of the City of Northport. Wherever there is inconsistency between this Ordinance and the building or electrical code, the more restrictive requirement shall apply.

B. Illumination Standards.

1. Sign lighting shall not be designed or located to cause confusion with traffic signals.
2. Devices that illuminate a sign or signs shall be placed and shielded so that direct light shall not be cast into the eyes of pedestrians, cyclists or motorists entering or using a street, road or highway.

C. Placement and Clearance Standards.

1. Signs shall be located such that there is at every intersection and driveway clear sight distance for pedestrians, cyclists, and motorists traveling on or entering any street, road, or highway. The applicant shall use the national standards in “A Policy on Geometric Design of Highways and Streets²” to demonstrate that such a sign does not create an obstruction.
2. No sign structure shall be erected that impedes use of any fire escape, emergency exit, or ventilation opening.
3. No freestanding sign shall project into a public right-of-way.

D. Maintenance.

1. All signs, including their supports, braces, guys and anchors, electrical parts, and lighting fixtures, and all painted and display areas, shall be maintained in accordance with the building and electrical codes adopted by the City of Northport. All signs and their components shall be maintained in good repair, free of rust, peeling, fading, broken, or cracked panels, and broken or missing letters. Vegetation must be properly maintained and no condition shall be allowed that would constitute a fire or health hazard. The general area in the vicinity of any sign shall be kept free and clear of any unnecessary or discarded sign materials.

² <https://highways.dot.gov/safety/pedestrian-bicyclist/safety-tools/417-policy-geometric-design-highways-and-streets-6th> Published by AASHTO; Commonly referred to as the “Green Book”

2. No sign shall be allowed to deteriorate to a condition in which it is unsightly in appearance or to a condition in which it requires repairs or renovations in an amount which exceeds 50 percent of its current replacement cost. Signs which deteriorate to such a condition are deemed to be in violation of this ordinance, and as such must either be removed or improved (if permitted) by the person responsible for maintaining the sign.

Section 804. Permitting and Enforcement/Administration

804.01 Permit Procedure

- A. All signs shall require a sign permit unless exempted from this permit requirements in Section 804.03 (Permit Exceptions).
- B. A written application shall be submitted to the Planning Director for review and processing. The Planning Director, only upon determination that all requisite documentation and fees accompany the application form, will accept the application. The application shall include supplementary information as may be specifically requested by the Planning Director to determine compliance with these regulations.
- C. The Planning Director shall review the application, plans, and specifications to determine whether the proposed sign conforms to all applicable requirements of these regulations.
- D. Following review and determination as to conformance with these regulations, the Planning Director shall either approve or deny the application for the sign permit within thirty (30) days. In case of denial, the Planning Director shall specify the section or sections of these regulations with which the proposed sign is not in conformance. Appeals may be made in accordance with the procedures provided in this Zoning Ordinance at Section 1109 (Appeal of an Administrative Interpretation or Action).
- E. An application may be amended within thirty (30) days of the original application date to include additional signs up to the allowable maximum. The Planning Director shall either approve or deny the application for the amended sign permit within thirty (30) days of the date of the complete amendment. Additional fees shall be charged if the additional signs exceed the size limitations for fee category. After thirty (30) days, a new sign permit shall be required for any sign constructed and all fees shall be required.

804.02 Submission Requirements.

No request for a sign permit shall be considered complete until all the following has been submitted to the Planning Director.

- A. The application form shall be submitted with all required information completed by the applicant. The application form is available from the Planning Director.
- B. Plans and specifications for the proposed sign shall be submitted, drawn to scale, and include the following:

1. Site plan of development site showing location of any freestanding sign(s) including any easements, public rights-of-way, property lines, buildings, sight distance triangles and other signs on the property;
 2. Main or entrance façade including linear dimension;
 3. Dimensions and elevations of all signs;
 4. Dimensions and locations of any supporting structures;
 5. Maximum and minimum height of sign, and any measurements of clearance distances when a sign is mounted above a pedestrian or vehicular area;
 6. For illuminated signs, indicate type and placement of illumination;
 7. Inventory of number, type, location, and display area of all existing signs on the same property and/or building on which the sign is to be located.
- C. The applicant shall be required to pay an application fee according to the current schedule of fees established by the Northport City Council for the particular category of application. This fee is nonrefundable irrespective of the final disposition of the application.
- D. A sign permit shall be valid for a period of 180 days after issuance. Failure to place the sign within the allotted time period shall void the permit and necessitate reapplication.

804.03 Permit Exceptions

The following signs are allowed by this chapter but do not require a sign permit or fee. Additionally, any sign area for these signs does not count toward the sign area allowances specified in this chapter for all other permitted signs. Permit-exempt signs may still be subject to the building code, electrical code, or other applicable code requirements. Signs exempted in this Section must conform to the standards enumerated herein and shall not be placed or constructed so as to create a hazard of any kind.

- A. Signs or notices issued by any court, officer, or other person in performance of a public duty, or required by other laws or ordinances. Any such sign shall be removed no later than seven days after the last day it is required to be displayed;
- B. Any public safety sign that is installed by the City of Northport or other governmental agency having jurisdiction that are intended to protect the health and safety of the public that includes traffic control, street name, directional signs, and other signs that may or may not be located in the right-of-way.
- C. Signs that are located within a stadium, open-air theater, park, arena or other similar outdoor use that can only be viewed by persons within such stadium, open-air theater, park, arena or other similar outdoor use provided that any structure on which the sign is attached is permitted, as may be required by the city;

- D.** Signs that are an integral part of the original construction of vending or similar machines, drive-through facilities, automated teller machines, or similar devices that are not of a size or design as to be legible from a street or by any person other than those using the machine or device;
- E.** Sign face changes where the sign structure is designed with interchangeable panels and one of the panels is replaced without changing the structure, including any changes to the total sign face area, height or alteration of the sign cabinet;
- F.** Changes of copy on signs with changeable copy, including electronic message signs and electronic display signs;
- G.** Certain temporary signs as established in Section 807 (Temporary Signs);
- H.** No more than four (4) flags located on flagpoles or on wall-mounted posts provided that the following shall apply:
 - 1. There shall be a maximum of one flagpole on any lot. The remaining flags may be wall-mounted. Where there is no flagpole, there shall be a maximum of four wall-mounted flags.
 - 2. The maximum height of flag poles shall not exceed the maximum building height for structures in the applicable zoning district, and a maximum sign area of area of 40 square feet for any individual flag attached to the pole.
 - 3. The maximum projection for wall-mounted flag post is six feet and a maximum sign area of 15 square feet per flag.
- I. Driveway Signs**
 Driveway signs are allowed without a sign permit in accordance with the following:
 - 1. Driveway signs are only permitted in nonresidential zoning districts. Driveway signs shall also be permitted in residential zoning districts only when permitted as part of a permitted nonresidential use.
 - 2. A maximum of two signs shall be permitted for any one driveway.
 - 3. Driveway signs shall be set back at least five (5) feet from all lot lines but in no case shall the sign be set back more than 25 feet from the edge of the driveway where it intersects with the public street.
 - 4. Each driveway sign shall not exceed five square feet in area and three feet in height.
 - 5. Driveway signs may be internally or externally illuminated.
 - 6. The sign area of driveway signs shall not be counted as part of any other sign allowance in this chapter.
- J.** One wall sign, mounted flush to the façade of an individual residential dwelling unit or any building unit that contains a nonresidential use, that is not illuminated and does not exceed two square feet in area.

- K.** The posting of the E-911 address for a house or building due to its nature as serving the purpose of protecting a public safety issue or meeting the requirements of applicable building code;
- L.** Signs that are an integral part of the historic character of a structure that has been designated an official landmark or historic structure by any agency or body of the governments of the United States, State of Alabama, Tuscaloosa County, or the City of Northport, or that otherwise forms an original part of the structure and has only historic significance;
- M.** Any signs located on umbrellas, seating, or similar patio furniture;
- N.** Any warning signs or traffic safety signs required by public utility or infrastructure providers;
- O.** Hand-held signs not set on or affixed to the ground;
- P. Window Signs**

Window signs are allowed without a sign permit in accordance with the following:

1. Window signs shall not occupy more than 25 percent of the window area in the Core City Zoning Districts or 50 percent of the window area in all other nonresidential zoning districts.
2. The sign area is based on the total window area, regardless of the presence of an awning. Window areas separated by piers, architectural elements, or similar features that are not glass or window framing or support shall be considered separate and distinct window areas. See Figure G.



Figure G The window area is illustrated within the dashed line area for the two storefronts in the above image. The dashed lines highlight two separate window areas due to the separation by an architectural feature not related to the windows.

3. Window signs may be temporarily or permanently attached to the window surface.
4. The sign area of window signs shall not be counted as part of any other sign allowance in this chapter.

5. Window signs are not permitted in any window of a space used for residential uses or purposes unless allowed as a temporary sign in accordance with Section 807 (Temporary Signs).
6. Window signs shall not be illuminated except when illuminated by an external lighting source, or up to one square foot of window signage may be internally illuminated, provided there is no blinking, flashing, or other movement of the lighting source.

Q. Maintenance

General maintenance, painting, repainting, cleaning, and other normal maintenance and repair of a sign or any sign structure is allowed without a sign permit unless a structural change is made.

804.04 Variances and Waivers

It is the explicit intent that this section be enacted to accomplish the purposes as set forth in Section 800 and any variance granted by the Zoning Board of Adjustment (ZBA) may be detrimental to these purposes. Accordingly, the ZBA shall only grant a variance in the case of demonstrated unnecessary hardship, as permissible under Alabama law. Generally, mere financial loss, personal hardship, and economic conditions alone are not considered unnecessary hardships under Alabama law. Under Alabama law, the ZBA generally cannot grant a variance to establish a use that is prohibited within a zoning district by this Zoning Ordinance.

804.05 Appeals.

In accordance with Section 1109 (Appeal of an Administrative Interpretation or Action) of this Zoning Ordinance, appeals to the Zoning Board of Adjustment (ZBA) may be made in accordance with applicable state law. Full procedures are provided in the above-mentioned section.

Section 805. Prohibited Signs.

It shall be unlawful to erect, cause to be erected, maintain or cause to be maintained, any sign not expressly authorized by, or exempted from, these regulations. The signs listed below are expressly prohibited in the City of Northport.

- 805.01** Signs that are in violation of the building code or electrical code adopted by the City of Northport;
- 805.02** Portable signs;
- 805.03** Beacons and searchlights;
- 805.04** Wind signs consisting of one (1) pennants, ribbons, spinners, streamers, captive balloons, inflatable figures or other objects or material fastened in such a manner as to move freely upon being subjected to pressure by wind (whether the sign contains a commercial message or not);
- 805.05** Inflatable signs and tethered balloons;

- 805.06** Any sign which simulates or imitates in size, color, lettering or design any traffic sign or signal, or which makes use of words, symbols, or characters in such a manner to interfere with, mislead or confuse pedestrian or vehicular traffic;
- 805.07** Any signs, other than official traffic control devices, highway identification markers, warning signs, and other official signs, which are erected within the right-of-way of any street or alley. Any sign that is erected or maintained outside the right-of-way and obstructs the vision of pedestrians, cyclists, or motorists traveling on or entering a street, road, or highway. The national standards for sight-distance triangles utilized by the City of Northport Engineering Department shall be utilized to determine if a sign is creating an obstruction;
- 805.08** Freestanding signs which project into the public right-of-way unless otherwise authorized by this chapter..
- 805.09** Signs consisting of any moving, rotating, flashing, or otherwise animated light or component, except for reader boards;
- 805.10** Abandoned signs pursuant to Section 808.02 (Abandoned Signs);
- 805.11** Strips or strings of lights outlining property lines, sales area, rooflines, doors, windows, wall edges or other architectural features of a building. This prohibition does not include neon lighting on buildings. If neon is used to depict wording or logos, it will be calculated as part of the overall allowable signage;
- 805.12** Signs on public land, other than those erected at the direction or with the permission of the appropriate public authority;
- 805.13** Signs that emit audible sound, odor, visible matter such as smoke or steam, or involve the use of live animals;
- 805.14** Signs or sign structures that interfere in any way with free use of any fire escape, emergency exit, or standpipes, or that obstruct any window to such an extent that light or ventilation is reduced to a point below that required by any provision of these regulations or any other applicable law;
- 805.15** Signs that are of such intensity or brilliance as to cause glare or impair the vision of motorists, cyclists, or pedestrians; or that illuminate adjacent residential development;
- 805.16** Signs that contain any lighting or control mechanism that causes unreasonable interference with radio, television, or other communication signals;
- 805.17** Signs erected on public utility poles, even if they are located on private property other than signs erected by a public authority for public purposes;
- 805.18** Signs, other than historical markers or those identifying a natural feature, painted on or attached to trees, rocks, or other natural features.
- 805.19** Any sign mounted to the structural roof or applied to the roof including painted signs;
- 805.20** Signs projecting above the building roof or parapet line;
- 805.21** Signs that have become deteriorated or damaged to such an extent that the cost of the reconstruction or restoration of said signs is in excess of 50 percent of its replacement value exclusive of foundations;

805.22 Signs incorporating any noisy mechanical device are expressly prohibited;

805.23 Any sign not specifically authorized by this chapter.

Section 806. Permanent Signs

806.01 Signs at Entrances

- A.** A sign marking an entrance to a residential subdivision, office park, or industrial park shall be permitted in accordance with this section. The subdivision, office park, or industrial park shall have a minimum area of 10 acres in order to have a sign at the entrance.
- B.** A sign marking the entrance of a multi-family residential use shall also be allowed in accordance with this section provided there are a minimum of five (5) units in the building.
- C.** For subdivisions or parks, the sign shall be located along the perimeter of the subdivision or park and shall not be located within the public right of way, except for those located in a landscaped traffic island. For multi-family residential uses, the sign shall be located adjacent to the street frontage and not within the public right-of-way.
- D.** A maximum of one freestanding monument sign or two wall signs (attached to walls, fences, or other architectural features for subdivision or parks, or attached to the building wall of a multi-family residential use) shall be allowed. Where a monument sign is placed, there shall be no wall signs and vice versa.
- E.** The maximum sign area of each sign shall be 36 square feet.
- F.** The maximum height shall be eight (8) feet.
- G.** For signs at an entrance that are to be located in traffic islands as mentioned above, the following criteria shall apply:
 - 1.** The sign must be placed in a designated curbed median.
 - 2.** The sign must be constructed of a durable material such as brick.
 - 3.** The developer must indicate the location of sign on a site plan and provide construction details for review and approval.
 - 4.** Any utilities involved with construction of the sign, shall be permitted through the Northport Building Inspections Office.
 - 5.** If the sign is ever damaged by natural or human causes the sign will not be repaired or replaced at the expense of the City, nor shall it be allowed to remain in a damaged condition.
 - 6.** The developer's engineer must certify that site distance around the sign meets minimum requirement established by the City.

- H.** All such signs shall be maintained perpetually by the developer, the owner of the sign, a pertinent homeowners association or some other person who is legally accountable. Such accountability is required before a permit shall be issued. If, following the issuance of a permit and subsequent erection of such signs, no accountable person accepts legal responsibility to maintain the signs and no other provision has been made for maintenance, the signs shall be removed by the developer or owner.

806.02 Freestanding Signs.

- A.** All support systems and structural components for freestanding signs shall consist of, or be covered entirely in masonry, stone, wood, or other decorative surface treatment such that metallic structural elements, including poles, are not visible. For the purpose of this section, paint of any kind, including textured or rubberized paint shall not qualify as a cladding material.

- B.** All monument style signs must have a base with a minimum height of one foot (1'), covered as described above.

C. Freestanding Signs in Nonresidential Zoning Districts

The following freestanding signs shall be permitted in all nonresidential zoning districts:

- 1.** Freestanding signs may be pole signs or monument signs.
- 2.** The following provisions shall apply to freestanding signs on lots with buildings that contain three or fewer building units or that contain less than 10,000 square feet in gross building area:
 - a.** The maximum sign area for any individual freestanding sign shall be 100 square feet.
 - b.** There shall be a maximum of one freestanding sign permitted on any lot.
 - c.** For corner lots or double frontage lots, one additional freestanding sign shall be permitted on the second frontage. However, the aggregate maximum sign area of all freestanding signs on a corner lot or double frontage lot shall be 160 square feet. Such signs shall be a minimum distance of fifty (50) linear feet apart and located outside of any applicable site distance triangle.
 - d.** The maximum height of a freestanding sign shall be 10 feet for monument signs and 20 feet for pole signs.
 - e.** Freestanding signs shall be set back a minimum of 10 feet from any side lot line, as measured from the edge of the sign face.
 - f.** Where reader boards are to be used, such reader boards shall be integrated into the structure of the freestanding sign and count toward the maximum allowable sign area. Such reader boards shall be subject to the provisions of Section 806.02(D).

3. The following provisions shall apply to freestanding signs on lots with buildings that contain four or more building units and that contain more than 10,000 square feet in gross building area:
 - a. The maximum sign area for any individual freestanding sign shall be as established in Table 1.

Table 1: Maximum Freestanding Sign Area and Height			
Gross Building Area (sq. ft.)	Maximum Sign Area for Any one Freestanding Sign	Maximum Aggregate Sign Area for Two Signs on Corner or Double Frontage Lots	Maximum Sign Height (Feet)
10,000 – 20,000	100 sq. ft.	150 sq. ft.	25
20,000 – 65,000	150 sq. ft.	200 sq. ft.	25
65,000 – over	250 sq. ft.	350 sq. ft.	35

- b. There shall be a maximum of one freestanding sign permitted on any lot.
 - c. For corner lots or double frontage lots, one additional freestanding sign shall be permitted on the second frontage. However, the aggregate maximum sign area of all freestanding signs on a corner lot or double frontage lot shall be as established in Table 1. Such signs shall be a minimum distance of fifty (50) linear feet apart and located outside of any applicable sight distance triangle.
 - d. The maximum height of a freestanding sign shall be as established in Table 1
 - e. Freestanding signs shall be set back a minimum of 10 feet from any side lot line, as measured from the edge of the sign face.
 - f. Where reader boards are to be used, such reader boards shall be integrated into the structure of the freestanding sign and count toward the maximum allowable sign area. Such reader boards shall be subject to the provisions of Section 803 General Provisions.
4. Freestanding signs in the Core City Zoning Districts shall match the architectural features of downtown historic businesses as defined in the design standards for the Historic Downtown Core District of this Zoning Ordinance (Article VII, Section 703.03).

D. Reader Boards.

1. A reader board is a permanent sign displaying changeable copy in the form of either removable letters or electronic (LED or Digital) format.
2. A reader board may be a building sign or an integral part of a freestanding sign and will be counted toward the overall allowable sign area for either.
3. In no case shall a reader board exceed 32 square feet in sign area and no more than one such sign shall be permitted per site.

4. An electronic Reader Board shall comply with the following additional requirements:
 - a. No more than seven (7) messages per minute may be displayed on the sign.
 - b. Except for the changing of the message there shall be no movement (i.e., video, flashing backgrounds, etc.) involved with the message display.
 - c. All lighting shall be done in a manner that will not interfere with commuters' vision. The light intensity shall be programmed for daylight and dark so as not to impact commuters' nighttime vision.

806.03 Building (Wall) Signs.

- A. Building signs on any single development site in nonresidential zoning districts shall not exceed a total of two (2) square feet per linear foot of the main or entry façade of a building or, where there are multiple building units, for each individual building unit that has an exterior entrance. The exception to that rule shall be in the Downtown Historic District where the total amount of building signs shall not exceed a total of one (1) square foot per linear foot of the main or entry façade or, where there are multiple building units, for each individual building unit that has an exterior entrance.
- B. Each individual building or building unit with an exterior entrance shall be allowed a minimum of 32 square feet of building sign area, except the Downtown Historic District, where there shall be a minimum of 24 square feet of sign area. No individual building or building unit shall be allowed more than 500 square feet of building sign area, and no single sign shall exceed 300 square feet.
- C. Building signs may include wall signs or projecting signs.
- D. Wall signs may be mounted to the wall or to a raceway.
- E. Projecting signs shall not project into the public right-of-way, except in the Downtown Historic District. Signs in the Downtown Historic District may project into a public pedestrian way no more than six feet. Signs projecting over pedestrian ways shall provide a minimum of eight (8) feet vertical clearance.
- F. Signs in the Downtown Historic District may project into an alley no more than six (6) feet. Projections greater than one (1) foot and up to six (6) feet shall be reviewed and approved by the City Engineer to ensure the sign does not cause sight distance issues. Signs projecting over public alleyways shall provide a minimum of sixteen (16) feet of vertical clearance.
- G. When determining the allowable exterior sign area for buildings or building units where it cannot be determined which facade is the main or entry facade, the longest single exterior elevation of the building or building unit shall be used.

- H.** Historic District. Permanent wall signs for those businesses having no frontage on primary streets may be mounted to the wall of another business in the historic district subject to the approval of the property/building owner of the host building. Said wall signs shall be calculated using the parent structures façade frontage as set out in above and count toward the overall allowable signage of the same. Said wall signs shall not count toward the host building's overall allowable wall signage. In no case shall the wall sign on the host building cover more than twenty-five (25) percent of the surface of a building's façade.

Section 807. Temporary Signs

807.01 Standards Applicable to All Temporary Signs

Unless provided for otherwise, each of the following conditions shall apply to all temporary signs:

- A.** Temporary signs shall not be mounted, attached, affixed, installed, or otherwise secured in a manner that will make the sign a permanent sign.
- B.** Temporary signs shall not be illuminated.
- C.** No temporary sign shall be installed that requires a foundation, support, wiring, fittings, or elements that would traditionally require a building permit or electrical permit.
- D.** Temporary signs as allowed in this section shall be prohibited on any lot where there is a digital sign permitted.
- E.** All temporary signs shall be secured in such a manner as to prevent swinging or other significantly noticeable movement resulting from the wind that could pose a danger to people, vehicles, or structures.
- F.** Mobile signs on wheels, runners, casters, parked trailers, parked vehicles, or other temporary or movable signs shall not be permitted unless otherwise specifically stated in this article.
- G.** Temporary signs shall be constructed of durable fabric, plastic, paper, or other light pliable material. Because of the nature of materials typically used to construct temporary signs and to avoid the unsightliness of deteriorating signs and all safety concerns which accompany such a condition, temporary signs shall be removed or replaced when such sign is a deteriorated sign.
- H.** Temporary signs shall be located outside the public right-of-way, which shall be presumed if the sign is located at least 10 feet from the back of curb or the edge of pavement if there is no curb.
- I.** No part of any temporary sign shall be erected closer than ten feet to any overhead electric, cable, telephone, or other transmission line nor closer than five feet to any property line.
- J.** Temporary signs may be located in a required yard provided that they do not create a visibility obstruction or violate the visibility obstruction regulations established in this chapter.

- K.** Pursuant to Section 23-1-6 of the Code of Alabama, it is unlawful to erect or display political signs on any property owned or controlled by the City of Northport or on School Board property. This shall include public rights-of-way, trees, light poles, sidewalks, streets, benches, fire hydrants, public parks or playgrounds, libraries, fire stations, City Hall, and schools.
- L.** Temporary signs shall not be placed on utility poles, light poles, or other similar structures.
- M.** The general sign standards set forth in Section 803 of this chapter shall apply to temporary signs, unless this section provides otherwise.

807.02 Temporary Yard or Window Signs

- A.** The total combined sign area of all temporary signs on any lot shall not exceed 40 square feet. No individual temporary sign shall exceed 32 square feet in sign area.
- B.** On vacant lots that are five acres or larger, the total combined sign area may be increased to a total of 40 square feet of temporary sign area along each street frontage and no individual temporary yard shall exceed 40 square feet.
- C.** The maximum height of any sign shall be four feet.
- D.** No sign permits shall be required for such signs.
- E.** The signs shall be limited to temporary yard signs with a maximum height of six feet or temporary signs placed inside a window, facing outdoors.

807.03 Temporary Banner Signs

Banner signs are permitted in all nonresidential zoning districts in accordance with the following:

- A.** For each building unit, one temporary banner sign with a maximum sign area of 32 square feet shall be allowed.
- B.** In no case shall any banner sign be located closer than 100 feet from another such banner sign on the same site.
- C.** Banner signs shall be located outside of the public right-of-way of any public street and outside of the sight distance triangle of any intersection.
- D.** Banner signs shall only be permitted for a period of 30 days per calendar year.
- E.** A sign permit shall be required for the installation of a banner sign.

Section 808. Nonconforming, Illegal, and Abandoned Signs.

808.01 Nonconforming Signs.

- A.** A nonconforming sign is any sign within the jurisdiction of the Zoning Ordinance of the City of Northport on the effective date of this article or any sign existing within any area added to such jurisdiction after the effective date of this article, which is prohibited by, or does not conform to the requirements of, these regulations. (See Also: Section 805. "Prohibited Signs")

- B.** A nonconforming sign may be continued and shall be maintained in good condition as required by these regulations; however, it shall not be:
 - 1. Structurally changed to another nonconforming sign, but the message may be changed provided such change does not require any structure alterations. For the purposes of this section, converting a static sign to a digital sign is a structural change;
 - 2. Structurally altered to prolong the life of the sign, except to meet safety requirements;
 - 3. Expanded or altered in any manner that increases the degree of nonconformity;
 - 4. Re-established after damage or destruction if the estimated cost of reconstruction exceeds fifty (50) percent of the appraised replacement cost as determined by the Planning Director;
 - 5. Continued if the sign is defined as a temporary sign and has been in use for more than one year following the effective date of this amendment;
 - 6. Continued in use when a conforming sign or sign structure shall be erected on the same parcel or unit; or
 - 7. Continued in use when the structure housing the occupancy is demolished or requires renovations the cost of which exceeds fifty (50) percent of the assessed value of the structure.

808.02 Abandoned Signs.

- A.** Except as otherwise provided in this chapter, any permanent sign that is located on property where the principal building or structure is demolished or removed shall be deemed to have been abandoned. Any abandoned sign shall be prohibited and shall be removed by the owner of the sign or the owner of the property. The frame of an abandoned sign shall not be required to be removed if it conforms to all applicable terms contained in these regulations (including the sign face area for sign replacement yielded by such frame).
- B.** Any sign structure which supported an abandoned sign and which structure conforms to all applicable terms contained in these regulations shall be allowed to remain in place. However, in the event a sign structure that supported or supports an abandoned sign is inconsistent with any term contained in these regulations (including the sign face area for sign replacement yielded by the frame), then the sign structure and frame shall be either altered to comply with the terms contained herein or removed by the owner of such structure or property.

808.03 Illegal Signs.

- A.** The following signs shall be considered to be illegal and a violation of the terms of this article:
 - 1. A sign erected or maintained after the effective date of this chapter inconsistent with the terms contained herein;

2. A sign that was erected inconsistent with the terms governing location, height, surface area or other regulatory measure applicable at the time of its erection;
 3. An abandoned sign.
- B.** Upon determination by the Planning Director that a certain sign is illegal, the Planning Director shall act to remedy the violation, which may include:
1. Causing the issuance of a notice of violation to the individual who owns, is responsible for, or benefits from the display of such sign prescribing the action necessary to make the sign legal and conforming to the terms contained herein or ordering the removal of the illegal sign and also prescribing the time which the individual is afforded to accomplish such action;
 2. The removal of any illegal sign located on public property or on private property located upon public land (such as a private utility pole), including any such sign located within a street right-of-way, in which case the City shall have the right to recover from the individual erecting such a sign the full costs of removal and disposal.
- C.** Failure to bring any illegal sign into conformance with the terms contained in this article or any other violation of the terms contained in this article shall be considered a violation of the Zoning Ordinance of the City of Northport and shall be subject to the remedies and penalties provided by such ordinance and by state law.

City of Northport
Planning and Zoning Commission – September 21, 2023

Case: AMD-03-23
Applicant: City of Northport
Request: Amendment to Article VIII of the Zoning Ordinance

The City of Northport requests an amendment to Article VIII of the zoning ordinance regarding sign regulations.

Any action on this item will be a recommendation to the City Council.



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

AGENDA ITEM NO. 9.a.7.

MEETING DATE: October 2, 2023

SUBJECT: First Reading - Resolution Accepting Municipal Improvements Except Final Layer of Asphalt in the Grand Pointe Subdivision, Phase VI

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

Section 306 of the Subdivision Regulations specifies that after certain criteria have been met by the developer, the City Engineer is to recommend to the City Council acceptance of the municipal improvements constructed as part of a development. Delta Land Company, LLC has met the requirements of Section 306 for Grand Pointe Subdivision Phase VI. The staff recommends that the City Council adopt the attached resolution accepting maintenance of the municipal improvements constructed as part of that development, except final layer of asphalt. Maintenance will begin upon the adoption of the attached resolution.

Recommendation:

I recommend approval of the attached resolution.

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt the attached resolution accepting maintenance for municipal public improvements except final layer of asphalt for Grand Pointe Subdivision Phase VI.

RESOLUTION NO. 23-

**RESOLUTION ACCEPTING MUNICIPAL PUBLIC IMPROVEMENTS EXCEPT FINAL LAYER IN
THE GRAND POINTE SUBDIVISION, PHASE VI**

WHEREAS, the plat for the Grand Pointe Subdivision, Phase VI has been accepted by the Northport Planning Commission and recorded in Plat Book 2023, Page 153, Probate Office, Tuscaloosa County on September 22, 2023, a reproducible copy of which has been provided to the City; and,

WHEREAS, said plat recorded the lots for Phase VI as well as the easements and right-of-ways for all sections of the subdivision; and,

WHEREAS, the engineer of record, Mr. James Chu, PE, a Professional Engineer in the State of Alabama, has certified that the developer has completed all required infrastructure in accordance with the Northport Subdivision Regulations and has submitted performance and maintenance bonds as prescribed in Section 306 of the Northport Subdivision Regulations and accepted by the City Attorney; and,

WHEREAS, the engineer of record, Mr. James Chu, PE, has submitted to the City a complete set of “As-Built” or “Record Drawings” of the development; and,

WHEREAS, the developer of the Grand Pointe Subdivision, Phase VI , Delta Land Company, LLC., has requested that the City assume maintenance of the streets and other infrastructure except final layer in said subdivision; and,

WHEREAS, the City Engineer has reported to the City Council that all infrastructure required by the subdivision regulations and as specified by the Planning & Zoning Commission for Grand Pointe Subdivision Phase VI has been completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama, that the City accepts for maintenance the municipal public improvements except final layer located in the recorded and dedicated rights-of-way and easements within said Grand Pointe Subdivision Phase VI with maintenance to begin on or about October 16, 2023.

RESOLVED AND DONE this 16th day of October, 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

City Administrator

1st Reading: October 2, 2023
Motion By:
2nd Reading: October 16, 2023
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: October 2, 2023

SUBJECT: Resolution Accepting Change Order #1 for Jackson Trace Road Tank Rehabilitation Project

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

On August 21, 2023, the City Council passed Resolution 23-153, awarding the Jackson Trace Road Tank Rehabilitation Project to Tank Pro, Inc., who was the lowest qualified bidder meeting specifications, in the amount of \$221,460.00.

Attached is Change Order #1 for this project. This change order increases the amount of the contract price by \$4,386.00. The current contract price, including the change order is now \$225,846.00. The Utilities Department is requesting that the Council accept the Change Order and approve the increase in the contract price for this project.

Recommendation:

To approve Change Order #1 for the Jackson Trace Road Tank Rehabilitation Project

Funding Source/GL Code:

GL Code No. 50-39-600-81406 Amount: Increase in contract by \$4,386.00

Motion for Consideration:

I move to approve the resolution accepting Change Order #1 for the Jackson Trace Road Tank Rehabilitation Project, which increases the contract price by \$4,386.00 and brings the total contract price to \$225,846.00, and authorize the City Administrator to execute the necessary documents to proceed with the project.

RESOLUTION NO. 23 - _____

**RESOLUTION ACCEPTING CHANGE ORDER #1 FOR JACKSON TRACE ROAD TANK
REHABILITATION PROJECT**

WHEREAS, on August 21, 2023, the Council passed Resolution 23-153, awarding the bid for the Jackson Trace Road Tank Rehabilitation Project to Tank Pro, Inc., in the amount of \$221,460.00; and

WHEREAS, Tank Pro, Inc, proposed Change Order #1 for said project with an increase in the contract price by \$4,386.00.

WHEREAS, the new proposed contract price is \$225,846.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Northport, Alabama that the following actions were taken:

- 1) The City Council approves Change Order #1 for the increase in the contract price for the Jackson Trace Road Tank Rehabilitation Project.
- 2) The City Administrator is hereby authorized to execute the necessary documents needed to proceed with the project.

RESOLVED AND DONE this _____ day of _____, 2023.

CITY COUNCIL OF THE CITY NORTHPORT

Jeff Hogg Council President

ATTESTED:

Glenda D. Webb
City Administrator

Reading: October 2, 2023
Motion:
Second:

CHANGE ORDER

Number One

Date September 19, 2023

Owner's Project No. N/A

Engineer's Project No. 20-139

Project Jackson Trace Road Tank Rehabilitation

Owner City of Northport, Alabama

Contractor Tank Pro., Inc.

Contract Date August 25, 2023

To: Mr. Phillip Stearman, President

(contractor)

Tank Pro., Inc.

5500 Watermelon Rd

Northport AL 35473

Nature of Change:

Provide repair welding on six (6) deteriorated interior ladder rungs and 12 holes in the floor that have potential for leakage.

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to this Change Order	\$ <u>221,460.00</u>
Net (increase)(decrease) Resulting From this Change Order	\$ <u>4,386.00</u>
Current Contract Price, Including this Change Order	\$ <u>225,846.00</u>

Contract Time Prior to this Change Order	<u>90</u>	Calendar Days
Net (increase)(decrease) Resulting from this Change Order	<u>0</u>	Calendar Days
Current Contract Time, Including this Change Order	<u>90</u>	Calendar Days

You are directed to make the above noted changes in the subject contract:

Owner City of Northport

By _____ Date _____

Glenda D. Webb, City Administrator

The above changes are approved.

Engineer The Cassidy Company, Inc.

By _____ Date _____

Angela Henline, P.E., Project Engineer

The above changes are approved.

Contractor Tank Pro, Inc.

By _____ Date _____

Phillip Stearman, President

Angela Henline

From: Tristan Stearman <tristan@tankproinc.com>
Sent: Tuesday, September 19, 2023 11:34 AM
To: Angela Henline
Cc: Brenda Stearman; Ed Chapman*
Subject: Holes in floor & damaged ladder rungs- Northport, AL Jackson Trace Rd Tank
Attachments: 123_1.jpg

Good morning,

When Marco was blasting the interior of the Jackson Trace Rd tank, he noticed 6 ladder rungs and 12 spots on the floor that were in bad shape. We are going to use a Vacuum box on the holes we reweld. This is to make sure the holes do not leak. The change order amount is \$4386. We need to get approval on this ASAP so we do not delay our crew.

Thanks,

Tristan Stearman
Project Manager
Tank Pro, Inc.
5500 Watermelon Road
Northport, AL 35473
O: (205) 750-0444
F: (205) 750-0464
C: (205) 394-1882
tristan@tankproinc.com





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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: October 2, 2023

SUBJECT: Resolution Approving Professional Engineering Services for Consent Order Assistance

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

In 2013, Resolution 13-58 was adopted, selecting professional engineering services for the Water and Wastewater Divisions. Wastewater Treatment was awarded to Krebs Engineering, Inc.

This resolution is to approve the professional engineering services from Krebs Engineering, Inc., for Task Order 44, which is for Consent Order Assistance. This includes providing assistance to the Utilities Department in preparation of their response to the Consent Order issued by the Alabama Department of Environmental Management (ADEM) related to violations of their NPDES permit associated with the WWTP and sanitary sewer collection system.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. Split between 50-39-513-50214 & 50-39-515-50214 Amount: NTE \$35,000.00

Motion for Consideration:

I move to approve the resolution approving Professional Engineering Service by Krebs Engineering, Inc., pertaining to Task Order 44 for Consent Order Assistance, and to authorize the City Administrator to execute the necessary documents and requisitions needed to proceed with the project.

RESOLUTION NO. 23-

RESOLUTION APPROVING PROFESSIONAL ENGINEERING SERVICES FOR CONSENT ORDER ASSISTANCE

WHEREAS, in 2013, Resolution 13-58 was adopted, selecting professional engineering services for the Water and Wastewater Divisions. Wastewater Treatment was awarded to Krebs Engineering, Inc.; and

WHEREAS, the City Council believes it is in the best interest of the City of Northport to enter into an agreement with Krebs Engineering, Inc., for professional engineering services pertaining to Task Order 44 for Consent Order Assistance; and

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

- 1) The City Administrator is hereby authorized to enter into an agreement with Krebs Engineering, Inc., for professional engineering services for Consent Order Assistance, as described in “Exhibit A”.
- 2) The City Administrator is hereby authorized to take all actions, execute all documents, and approve all expenditures for the agreement.

RESOLVED AND DONE THIS _____ DAY OF _____, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: October 2, 2023
Motion By:
Second By:

EXHIBIT “A”



Task Order Number: 44

Date: September 5, 2023

In accordance with Paragraph 1.01 of the Agreement Between The City of Northport and Krebs Engineering, Inc. for Professional Services, dated 2/26/14 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: City of Northport Utilities – Consent Order Assistance

B. Description: Provide assistance to the City of Northport in preparation of their response to the Consent Order issued by ADEM related to violations of their NPDES permit associated with the Wastewater Treatment Plant and sanitary sewer collection system. As part of the Consent order Krebs will assist in the preparation of the Engineering Report described in the consent order, the preparation of quarterly progress reports, and certification of compliance upon completion of necessary improvements.

C. Number of Contracts: One (1)

2. Services of Engineer

[Check all that apply.]



Study and Report Services

1. Field reconnaissance and review of operational data for the City of Northport Wastewater Treatment Plant (WWTP).
2. Discussions with appropriate entities having jurisdiction.
3. Consultation with the City and other Consultants directed by the City.
4. Preparation of engineering report and review with the City.
5. Submission of engineering report to appropriate entities.
6. Preparation and submission of quarterly progress reports
7. Preparation and submission of Certification of Compliance with Consent Order upon completion of necessary improvements

- ☐ Design Services
Not Applicable
- ☐ Resident Project Representative Services
Not Applicable
- ☒ Additional Services

Other consultant fees are not included as a part of Task Order.

3. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
Study/Report Services	To be determined based on timeline outlined in Consent Order

4. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<u>Category of Services</u>	<u>Compensation Method</u>	<u>Lump Sum, or Estimate of Compensation for Services</u>
Study/Report Services	Standard Hourly Rates and Expenses with Contract Ceiling	\$35,000

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

5. Sub-Consultants:
Not Applicable
6. Other Modifications to the Agreement:
Not Applicable
7. Attachments:
Not Applicable
8. Documents Incorporated By Reference:
Not Applicable

9. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

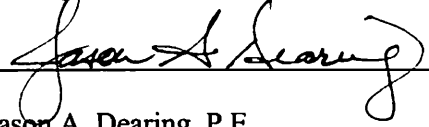
The City of Northport:

By: _____

Name: _____

Title: _____

Krebs Engineering, Inc.:

By: 

Name: Jason A. Dearing, P.E.

Title: Senior Associate

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: John P. Webb, P.E.

Title: Director of Infrastructure

Address: 3500 McFarland Blvd
Northport, AL 35476

E-Mail
Address: jwebb@cityofnorthport.org

Phone: (205) 339-7000

Fax: _____

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Jason A. Dearing, P.E.

Title: Senior Associate

Address: 2100 River Haven Dr., Ste. 100
Birmingham, AL 35244

E-Mail
Address: jason.dearing@krebseng.com

Phone: (205) 987-7411

Fax: (205) 987-7415



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: October 2, 2023

SUBJECT: Resolution Authorizing the City Administrator to Execute an Amendment with Krebs Engineering, Inc. to Task Order Directive #43 for the Wastewater Treatment Plant Outfall Enhancement to Black Warrior Project

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting that the City Council authorize the City Administrator to execute an amendment with Krebs Engineering, Inc. to task order directive #43 for the Wastewater Treatment Plant Outfall Enhancement to Black Warrior Project. The amount of task order directive #43 will be revised from \$111,000 to \$122,500. Documentation is attached.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. Amount: \$122,500

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute an amendment with Krebs Engineering, Inc. to task order directive #43 for the Wastewater Treatment Plant Outfall Enhancement to Black Warrior Project. The amount of task order directive #43 will be revised from \$111,000 to \$122,500.

RESOLUTION NO. 23-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AMENDMENT WITH KREBS ENGINEERING, INC. TO TASK ORDER DIRECTIVE #43 FOR THE WASTEWATER TREATMENT PLANT OUTFALL ENHANCEMENT TO BLACK WARRIOR PROJECT

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute an amendment with Krebs Engineering, Inc. to task order directive #43 for the Wastewater Treatment Plant Outfall Enhancement to Black Warrior Project; and,

WHEREAS, the fee will be revised from \$111,000 to \$122,500.

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 Krebs Engineering, Inc. to task order directive #43 for the Wastewater Treatment Plant Outfall Enhancement to Black Warrior Project. The total cost will be revised from \$111,000 to \$122,500. The City Administrator is authorized to approve all requisitions for this project.

RESOLVED AND DONE THIS 2nd DAY OF OCTOBER 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

BY:

Jeff Hogg, Its President

Glenda D. Webb
City Administrator

Reading: October 2, 2023

Motion:

Second:



Task Order Number: 43 - Amended Date: September 14, 2023

In accordance with Paragraph 1.01 of the Agreement Between The City of Northport and Krebs Engineering, Inc. for Professional Services, dated 2/26/14 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: City of Northport Utilities – New Wastewater Treatment Plant Outfall Piping

B. Description: Develop Contract Documents and Permits for a new
Wastewater Treatment Plant Outfall pipe to the Black Warrior River. Included in
the design will be a connection to the existing outfall piping and an effluent discharge
structure. Also included is the preparation of a legal description for the acquisition of
an easement, assistance in the acquisition of necessary permits for the construction
assistance in the finalization of an NDPES discharge permit and abandonment
of the existing permit with the Alabama Department of Environmental
Management (ADEM).

C. Number of Contracts: One (1)

2. Services of Engineer

[Check all that apply.]

☐ Study and Report Services

Not Applicable

☒ Design Services

- Survey of the proposed alignment.
- ***Underwater survey of the Black Warrior River at the proposed discharge location***
- Geotechnical investigation of alignment
- Three (3) design meetings
- Development of Contract Documents for the new WWTP Outfall pipe:
 - Advertisement

- Bid Proposal
- Instruction to Bidders
- Bid, Performance, and Labor and Materials Bonds
- Contract Agreement
- General Conditions
- Technical Specifications
- Assistance in obtaining necessary construction permits, including coordination with necessary agencies and preparing permit applications. Agencies will include the following:
 - Corps of Engineers
 - U.S. Fish and Wildlife
 - Alabama Historical Commission

☐ Resident Project Representative Services

Not Applicable

☒ Additional Services

Assistance With Obtaining Easement and Legal Description for Preparation of Easements Obtained by the City of Northport

- Meetings with Parker Towing Company Inc. representatives to review outfall piping alignments.
- Preparation of legal description of the easement to be obtained from Parker Towing Company, Inc.

Assistance With Obtaining NPDES Discharge and COE Permits

- Assistance in obtaining the new NPDES discharge permit and coordination of abandonment of the existing NPDES discharge permit.
- *Assistance in obtaining Corps of Engineers construction permits*
- Preparing permit applications.

Permit application fees are not included as a part of Task Order.

3. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
Design Services	300 Days for Design Services after Executed TO (excluding easement and permit acquisition)

4. Payments to Engineer

A. Owner shall pay the Engineer for services rendered as follows:

<u>Category of Services</u>	<u>Compensation Method</u>	<u>Lump Sum, or Estimate of Compensation for Services</u>
Design Services	Lump Sum	\$102,500
Additional Services – Easement Services	Standard Hourly Rates and Expenses with Contract Ceiling	\$10,000
Additional Services – Permitting Services	Standard Hourly Rates and Expenses with Contract Ceiling	\$10,000

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

5. Sub-Consultants:

Surveying – PERC, Inc.

Bathymetric Survey – Mainstream Divers

Geotechnical – Contour Engineering, Inc.

6. Other Modifications to the Agreement:

Not Applicable

7. Attachments:

Not Applicable

8. Documents Incorporated By Reference:

Not Applicable

9. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

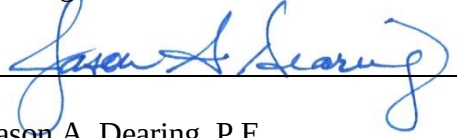
The City of Northport:

By: _____

Name: _____

Title: _____

Krebs Engineering, Inc.:

By: 

Name: Jason A. Dearing, P.E.

Title: Senior Associate

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: John P. Webb, P.E.

Title: Director of Infrastructure

Address: 3500 McFarland Blvd
Northport, AL 35476

E-Mail
Address: jwebb@cityofnorthport.org

Phone: (205) 339-7000

Fax: _____

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Jason A. Dearing, P.E.

Title: Senior Associate

Address: 2100 River Haven Dr., Ste. 100
Birmingham, AL 35244

E-Mail
Address: jason.dearing@krebseng.com

Phone: (205) 987-7411

Fax: (205) 987-7415



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: October 2, 2023

SUBJECT: Resolution Authorizing Application to the Alabama Department of Environmental Management for State Revolving Funds for Highway 82 Pump Station, Gravity Sewer Replacement, and Force Main Upgrade

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting that the City Council authorize application to the Alabama Department of Environmental Management for state revolving funds for Highway 82 pump station, gravity sewer replacement and force main upgrade. There will be no fiscal impact for this application.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. Amount: \$0

Motion for Consideration:

I move that the City Council authorize application to the Alabama Department of Environmental Management for state revolving funds for Highway 82 pump station, gravity sewer replacement, and force main upgrade.

RESOLUTION NO. 23-

RESOLUTION AUTHORIZING APPLICATION TO THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT FOR STATE REVOLVING FUNDS FOR HIGHWAY 82 PUMP STATION, GRAVITY SEWER REPLACEMENT, AND FORCE MAIN UPGRADE

WHEREAS, the City of Northport, after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that the construction of certain works required for the treatment of wastewater and/or stormwater is desirable and in the public interest, and to that end action is necessary for the construction of wastewater treatment facilities to be taken immediately; and,

WHEREAS, under Code of Alabama 1975 §§ 22-34-1 et seq., and the regulations promulgated, thereunder in Alabama Department of Environmental Management (ADEM) Administrative Code Chapter 335-11, the State of Alabama, has authorized the making of loans to aid in financing the cost of construction and necessary wastewater treatment and transport works to prevent discharge of untreated or inadequately treated effluent into any waters; and,

WHEREAS, the City of Northport desires to apply for a Clean Water State Revolving Fund (CWSRF) loan for the Highway 82 Pump Station, Gravity Sewer Replacement, and Force Main Upgrade project; and,

WHEREAS, the Engineering department is requesting that the City Council authorize application.

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 file on behalf of the City of Northport an application for a loan to be made by the Alabama Water Pollution Control Authority;
2. That the City Administrator, or designated representative, is hereby designated to act as the Authorized Representative of the City of Northport for the purpose of furnishing to ADEM such information, data, and documents pertaining to the application for a CWSRF loan from the City of Northport as may be required; and otherwise, to act as the Authorized Representative of the City of Northport in connection with this application;
3. That the City of Northport is authorized to make an application for a loan from the CWSRF program for the purpose of undertaking a project to make improvements to the

City of Northport sewer infrastructure including sewer gravity mains, a new pump station, and sewer force mains; and,

4. That certified copies of this resolution be included as a part of the application to be submitted to the Department for a loan.

RESOLVED AND DONE THIS 2nd DAY OF OCTOBER 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

John Hinton, Mayor

Reading: October 2, 2023

Motion:

Second:



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: October 2, 2023

SUBJECT: Resolution Authorizing the City Administrator to Enter into an Agreement with The Cassady Company, Inc. for Task Order Directive #1 for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting that the City Council authorize the City Administrator to enter into an agreement with The Cassady Company, Inc. for task order directive #1 for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project. The fiscal impact will be \$123,960. Documentation is attached.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. Amount: \$123,960

Motion for Consideration:

I move that the City Council authorize the City Administrator to enter into an agreement with The Cassady Company, Inc. for task order directive #1 for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project.

RESOLUTION NO. 23-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE CASSADY COMPANY, INC. FOR TASK ORDER DIRECTIVE #1 FOR THE HIGHWAY 82 PUMP STATION, GRAVITY SEWER, AND FORCE MAIN PROJECT

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to enter into an agreement with The Cassady Company, Inc. for task order directive #1 for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project; and

WHEREAS, the total cost of task order directive #1 will be \$123,960.

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 agreement with The Cassady Company, Inc. for task order directive #1 for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project. The total cost of task order directive #1 will be \$123,960. The City Administrator is authorized to approve all requisitions for this project.

RESOLVED AND DONE THIS 2nd DAY OF OCTOBER 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: October 2, 2023

Motion:

Second:

City of Northport

Highway 82 Pump Station, Gravity Sewer
Project No. 2018.025.001



MASTER AGREEMENT - ENGINEERING SERVICES FEE PROPOSAL

September 21, 2023

Overview of Project

Design and Construction of a sewer pump station just off Highway 82, replacement of gravity sewer from Flatwoods Road to Highway 82, and upgrade of the force main from the new Highway 82 Pump Station to connection with the existing force main adjacent to 5th Street and near Pump Station No. 2. Project funding shall be through the ADEM CWSRF Program.

Estimated Cost of Construction \$ 8,129,052.43

Task Order Directive No. 1: Engineering Design (Services thru Receipt of Bids)	\$ 301,070.00
Total TOD No. 1 Engineering Design Fees Revised 2023 Contract	\$ 123,960.00
Total TOD No. 1 Engineering Design Fees Paid 2020 Contract	\$ 177,110.00

Services as Required per ADEM SRF Program

- Prepare CWSRF Preapplication and Preliminary Engineering Report
- Prepare CWSRF Full Application and Financial Information
- Request Regulatory Concurrence and Prepare Environmental Information Document
- Schedule and Attend Public Hearing, as Required by ADEM
- Coordination with Legal on Site Certificate
- Request for a BABA Waiver
- Submission of Various Documents at Certain Milestones to ADEM for Approval

Engineering Design

- Design Project Drawings and Specifications
- Survey for Design, Easements, and Permits
- Property / Easement Acquisition (including property survey, legal descriptions, and appraisals as requested by Northport)
- Permitting: ALDOT and Kansas City Southern Railroad
- Bid Phase Services, including Pre-Bid Conference, Receipt of Bids, Certified Bid Tabulation, Bid Evaluation, and Recommendation to Award

Task Order Directive No. 2: Construction Services	\$ 357,085.00
--	----------------------

- Preparation of Executed Documents
- Conduct Pre-Construction Conference
- Review of Material Submittals and AIS Compliance Letters
- Process Monthly Pay Estimates and Change Orders, Perform Davis-Bacon Interviews and Review Certified Payrolls
- Construction Oversight
- Record Drawings

TOTAL ENGINEERING 2020 CONTRACT	\$ 177,110.00
TOTAL ENGINEERING 2023 CONTRACT	\$ 481,045.00
TOTAL ESTIMATED MAXIMUM ENGINEERING	\$ 658,155.00
ESTIMATED PROPERTY ACQUISITION COSTS (by City)	\$ 75,000.00
RAILROAD PERMITTING FEES AND CONSTRUCTION FLAGGING (by City)	\$ 25,000.00
TOTAL ESTIMATED PROJECT COSTS	\$8,887,207.43

City of Northport

Highway 82 Pump Station, Gravity Sewer Replacement, and Force Main Upgrade



Task Order Directive No. 1: Engineering Design (Services thru Receipt of Bids)

September 21, 2023

The Cassady Company, Inc. Personnel:

- Principal Engineer – John Calvin Cassady, P.E.
- Project Manager – Angela L. Henline, P.E.
- Project Engineer – Collins Espy, P.E.

Proposed Subconsultants:

- Electrical Engineer – Phillip Black, P.E., Jackson, Renfro & Associates, Inc. (JRA)
- Structural Engineer – Scott Dollar, P.E., MAK Engineering, LLC (MAK)
- Professional Land Surveyor – Blake Hindman, P.L.S.
- Design and Construction Testing – Building & Earth Sciences, Inc. (BES)

Project Description:

Construction of a sewer pump station just off Highway 82, replacement of gravity sewer from Flatwoods Road to Highway 82, and upgrade of the force main from the new Highway 82 Pump Station to connection with the existing force main adjacent to 5th Street and near Pump Station No. 2

Estimated Cost of Construction \$ 8,129,052.43

Based upon the anticipated construction cost, Engineering Design Services, in accordance with the City's "Standard Engineering Agreement", Article 14, are proposed as follows:

	Total	Previous Paid 2020 Contract	Remaining This TOD1 Contract
A1. Preliminary Design	\$ 151,200.00	\$ 145,000.00	\$ 6,200.00
A2. SRF Administration	\$ 30,000.00	\$ -	\$ 30,000.00
B. Final Design	\$ 50,000.00	\$ -	\$ 50,000.00
C. Bid Phase Services	\$ 10,000.00	\$ -	\$ 10,000.00
D. Basic Engineering Services During Construction	Not Applicable / Included in TOD No. 2		
E. Design Surveying	\$ 22,000.00	\$ 12,110.00	\$ 9,890.00
F. Maximum Payment (for Services A-F)	\$ 263,200.00	\$ 157,110.00	\$ 106,090.00
G. Easements/Right Of Way (Includes previous \$20,000)			
	Rate	Hours	Total
G1. Property Staking / Sketch / Description			
Surveyor, PLS	\$ 130.00	12.00	\$ 1,560.00
Field Survey Crew	\$ 180.00	36.00	\$ 6,480.00
Staff Engineer II	\$ 95.00	22.00	\$ 2,090.00
Engineering Tech I	\$ 75.00	22.00	\$ 1,650.00
		Total	\$ 11,780.00
G2. Easement Acquisition			
Project Manager	\$ 170.00	30.00	\$ 5,100.00
Professional Engineer II	\$ 115.00	8.00	\$ 920.00
Appraisals (As Needed)			\$ 12,000.00
Clerical / Notary	\$ 95.00	4.00	\$ 380.00
		Total	\$ 18,400.00
	\$ 30,180.00	\$ 20,000.00	\$ 10,180.00
K. Administrative/Reimbursable Expenses			\$ 2,500.00
L. Permitting (ALDOT / KCS Railroad Application Preparation)			
	Rate	Hours	Total
Project Manager	\$ 170.00	8.00	\$ 1,360.00
Professional Engineer II	\$ 115.00	30.00	\$ 3,450.00
Clerical	\$ 95.00	4.00	\$ 380.00
		Total	\$ 5,190.00
TOTAL MAXIMUM TOD NO. 1 CONTRACT FEE	\$		123,960.00
Total Estimated Previous Payments per 2020 Contract thru 9/30/23	\$		177,110.00
Total Engineering Preconstruction Fees	\$		301,070.00

City of Northport

Highway 82 Pump Station, Gravity Sewer Replacement, and Force Main Upgrade



Task Order Directive No. 2: Construction Services

September 21, 2023

The Cassady Company, Inc. Personnel:

- Principal Engineer – John Calvin Cassady, P.E.
- Project Manager – Angela L. Henline, P.E.
- Project Engineer – Collins Espy, P.E.

Proposed Subconsultants:

- Electrical Engineer – Phillip Black, P.E., Jackson, Renfro & Associates, Inc. (JRA)
- Structural Engineer – Scott Dollar, P.E., MAK Engineering, LLC (MAK)
- Professional Land Surveyor – Blake Hindman, P.L.S.
- Design and Construction Testing – Building & Earth Sciences, Inc. (BES)

Project Description:

Construction of a sewer pump station just off Highway 82, replacement of gravity sewer from Flatwoods Road to Highway 82, and upgrade of the force main from the new Highway 82 Pump Station to connection with the existing force main adjacent to 5th Street and near Pump Station No. 2

Estimated Cost of Construction \$ 8,129,052.43

Based upon the anticipated construction cost, Engineering Design Services, in accordance with the City's "Standard Engineering Agreement", Article 14, are proposed as follows:

A. Preliminary Design					
B. Final Design					TOD No. 1
C. Bid Phase Services					
D. Basic Engineering Services During Construction				\$	50,000.00
E. Design Surveying					TOD No. 1
F. Maximum Payment (for Services A-F)				\$	50,000.00
H. Advanced Engineering Services During Construction					
H1. Construction Surveying		Rate	Hours	Total	
Professional Land Surveyor	\$	130.00	40.00	\$	5,200.00
Field Survey Crew	\$	180.00	160.00	\$	28,800.00
Staff Engineer II	\$	95.00	40.00	\$	3,800.00
Engineering Tech I	\$	75.00	20.00	\$	1,500.00
				Total \$	39,300.00
H2. Construction Inspection (52 weeks x 40 hours/week)					
Project Manager	\$	170.00	120.00	\$	20,400.00
Structural / Electrical Engineer	\$	170.00	80.00	\$	13,600.00
Staff Engineer II / Senior Tech	\$	95.00	2,080.00	\$	197,600.00
Mileage	\$	0.655	5,000.00	\$	3,275.00
				Total \$	234,875.00
H3. Record Drawings					
Professional Engineer II	\$	115.00	24.00	\$	2,760.00
Staff Engineer II	\$	95.00	40.00	\$	3,800.00
Engineering Tech I	\$	75.00	18.00	\$	1,350.00
				Total \$	7,910.00
I. Design Testing					N/A
J. Construction Testing (earthwork and concrete testing)				\$	25,000.00
K. Administrative/Reimbursable Expenses					TOD No. 1
L. Permitting (ALDOT / KCS Railroad Application Preparation)					TOD No. 1
M. Prequalification of Bidders					N/A
N. Traffic Control Plan					N/A
O. L.O.M.R.					N/A
P. Sales and Use tax Savings Administration					N/A

TOTAL MAXIMUM TOD NO. 2 CONTRACT FEE \$ 357,085.00

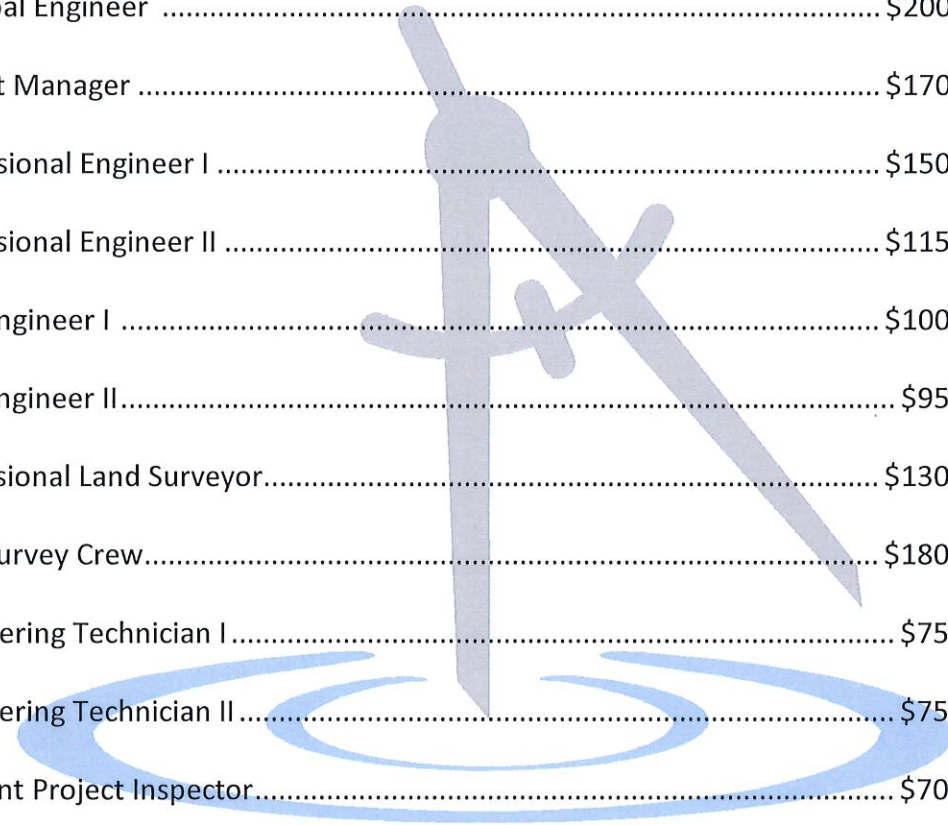
THE CASSADY COMPANY, INC.

4700 Highway 69 North
Northport, Alabama 35473

Phone: (205) 330-0098

Fax: (205) 330-0099

Rate Schedule



Principal Engineer	\$200.00/hour
Project Manager	\$170.00/hour
Professional Engineer I	\$150.00/hour
Professional Engineer II	\$115.00/hour
Staff Engineer I	\$100.00/hour
Staff Engineer II	\$95.00/hour
Professional Land Surveyor.....	\$130.00/hour
Field Survey Crew.....	\$180.00/hour
Engineering Technician I	\$75.00/hour
Engineering Technician II	\$75.00/hour
Resident Project Inspector.....	\$70.00/hour
Office Manager	\$95.00/hour
Clerical.....	\$75.00/hour
Mileage	\$0.655/mile

Five percent (5%) overhead will be added to all sub-consultant fees and miscellaneous expenses.

These rates apply through December 31, 2023.



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: October 2, 2023

SUBJECT: Resolution Authorizing the Office of the City Engineer to Advertise a Request for Proposals for the Development, Management, Operations, and Maintenance of a Mixed-Use Development and Management, Operations, and Maintenance of the Sports Complex

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

Authorization to advertise a request for proposals for the development, management, operations, and maintenance of a mixed-use development located within the approved 300-acre Sports Complex and the management, operations, and maintenance of all recreational areas within the 300-acre Sports Complex.

Recommendation:

Recommend approval of the agenda item.

Funding Source/GL Code:

Motion for Consideration:

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE OFFICE OF THE CITY ENGINEER TO
ADVERTISE A REQUEST FOR PROPOSALS FOR THE DEVELOPMENT,
MANAGEMENT, OPERATIONS, AND MAINTENANCE OF A MIXED-USE
DEVELOPMENT AND MANAGEMENT, OPERATIONS, AND MAINTENANCE OF
THE SPORTS COMPLEX**

WHEREAS, the City of Northport, has adopted a recreational masterplan for a 300-acre Sports Complex located off 5th Street in Northport, Alabama and as identified in attached Exhibit A; and,

WHEREAS, one of the goals of the Sports Complex is to provide an all-inclusive experience for athletes and their families, from youth to adult, through recreational facilities supporting a variety of sports, accommodations, and commercial offerings; and,

WHEREAS, the Sports Complex is designed to be of size and quality to accommodate all levels of local, regional, and national tournaments, and leagues; and,

WHEREAS, the City of Northport Office of the City Engineer desires to advertise a request for proposals for the development, management, operations, and maintenance of a mixed-use development that includes a hotel, commercial uses, and an indoor recreation facility within the City of Northport's approved 300-acre Sports Complex and as indicated in Exhibit A; and,

WHEREAS, the City of Northport Office of the City Engineer also desires to advertise a request for proposals for the management, operations, and maintenance of all recreational areas within the 300-acre Sports Complex.

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

1. That the Office of the City Engineer is authorized to advertise a request for proposals for the development, management, operations, and maintenance of a mixed-used development located within the approved 300-acre Sports Complex; and
2. That the Office of the City Engineer is authorized to advertise a request for proposals for the management, operations, and maintenance of all recreational areas within the 300-acre Sports Complex.

RESOLVED AND DONE THIS 2nd DAY OF OCTOBER 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

BY:

Jeff Hogg, Its President

Glenda D. Webb
City Administrator

Reading: October 2, 2023

Motion:

Second:

EXHIBIT A





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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: October 2, 2023

SUBJECT: Resolution Declaring Vehicle as Surplus and Donating to the Jena Volunteer Fire Department

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Chief Bart Marshall

Summary:

The City of Northport Fire Department would like to donate an unneeded 2004 Ford F150 to the Jena Volunteer Department.

Recommendation:

Approve the attached resolution declaring a vehicle surplus and donating to the Jena Volunteer Department.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

I move the adoption of a resolution declaring a 2004 Ford F150 as surplus and donating to the Jena Volunteer Fire Department

Department: Auxillary

[illegible]

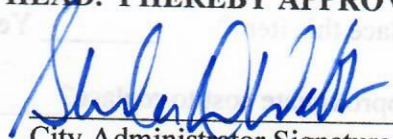
100

Figure 1 illustrates the experimental setup. A participant is seated at a table, looking at a screen. On the screen, a starting point (S) and a target (T) are marked. A horizontal line (L) connects S and T. A vertical line segment is shown below the horizontal line, representing the distance from S to T, labeled 'D'.

I HEREBY CERTIFY THAT THE PROPERTY LISTED WILL NOT BE GIVEN OR SOLD TO ANY INDIVIDUAL, GROUP OF INDIVIDUALS OR ENTITY OTHER THAN WHAT IS SHOWN ON PAGE ONE.

Department Head Signature - Date

I HAVE REVIEWED THIS REQUEST. I HEREBY FIND THAT THE PROPERTY LISTED IS SURPLUS AND IT IS IN THE BEST INTEREST OF THE CITY FOR THE PROPERTY TO BE DISPOSED OF AS REQUESTED BY THE DEPARTMENT HEAD. I HEREBY APPROVE THIS REQUEST OF THE DEPARTMENT HEAD.

 9/18/23
City Administrator Signature - Date

Jena Volunteer Fire Department

1723 County Road 156

Ralph, AL 35480

(205) 292-2753

raycorkjr@yahoo.com

To Chief Marshall:

I Ray Cork Jr., Chief of Jena Volunteer Fire Department am requesting the assistance of Northport Fire and Rescue. We are in need of a command vehicle to assist us in running calls and helping our community. We have a 2000 Crown Victoria that has many things wrong with it. We have reached out to other organizations and no one has anything available during this time or any upcoming. We would greatly appreciate any assistance that you can provide for our fire department and community.

Sincerely,

Ray Cork Jr.

RESOLUTION NO 23-_____

**RESOLUTION DECLARING A VEHICLE SURPLUS AND DONATING TO THE JENA
VOLUNTEER FIRE DEPARTMENT**

WHEREAS, the Jena Volunteer Fire Department is in need of a vehicle; and,

WHEREAS, the City of Northport would like to surplus and donate its 2004 Ford F150,

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

- 1) The City Council hereby declares the 2004 Ford F150 (VIN 2FTRF17W84CA70138) surplus and authorizes the donation of said vehicle to the Jena Volunteer Fire Department.
- 2) The City Administrator is hereby authorized to take all actions, execute all documents and approve all expenditures required for the implementation of this resolution.

RESOLVED AND DONE this _____ day of _____ 2023.

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

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: October 2, 2023

SUBJECT: Resolution Reappointing Members to the Northport Historic Preservation Commission

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Julie Ramm

Summary:

Ms. Trudi Anders, and Ms. Cheryl Rolf currently serve on the Northport Historic Preservation Commission and their terms expired December 2022. This resolution will re-appoint members to the Northport Historic Preservation Commission as recommended by the Administrative Committee at their regular meeting of September 18, 2023.

Recommendation:

Approve the attached resolutions reappointing Ms. Trudi Anders (Seat 3) and reappointing Ms. Cheryl Rolf (Seat 4)

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move the adoption of a resolution reappointing Ms. Trudi Anders to Seat 3 of the Northport Historic Preservation Commission. Ms. Ander's term will expire on December 31, 2025.

I move the adoption of a resolution reappointing Ms. Cheryl Rolf to Seat 4 of the Northport Historic Preservation Commission. Ms. Rolf's term will expire on December 31, 2025.

RESOLUTION NO. 23-

RESOLUTION REAPPOINTING A MEMBER TO THE NORTHPORT HISTORIC PRESERVATION COMMISSION

WHEREAS, the City of Northport appoints members to the Northport Historic Preservation Commission;
and

WHEREAS, Ms. Trudi Anders' term expired December 2022; and

WHEREAS, Ms. Trudi Anders has continued to serve the City in this capacity; and

WHEREAS, the Northport City Council would like to reappoint Ms. Trudi Anders to another three (3) year term on the Northport Historic Preservation Commission as recommended by the Administrative Committee on September 18, 2023.

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

1. Ms. Trudi Anders is hereby reappointed to Seat 3 of the Northport Historic Preservation Commission for a three (3) year term to expire on December 31, 2025.

RESOLVED AND DONE THIS 2nd DAY OF OCTOBER, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: October 2, 2023

Motion By:

Second By:

RESOLUTION NO. 23-

RESOLUTION REAPPOINTING A MEMBER TO THE NORTHPORT HISTORIC PRESERVATION COMMISSION

WHEREAS, the City of Northport appoints members to the Northport Historic Preservation Commission;
and

WHEREAS, Ms. Cheryl Rolf's term expired December 2022; and

WHEREAS, Ms. Cheryl Rolf has continued to serve the City in this capacity; and

WHEREAS, the Northport City Council would like to reappoint Ms. Cheryl Rolf to another three (3) year term on the Northport Historic Preservation Commission as recommended by the Administrative Committee on September 18, 2023.

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

1. Ms. Cheryl Rolf is hereby reappointed to Seat 4 of the Northport Historic Preservation Commission for a three (3) year term to expire on December 31, 2025.

RESOLVED AND DONE THIS 2nd DAY OF OCTOBER, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: October 2, 2023

Motion By:

Second By:



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

AGENDA ITEM NO. 9.b.9.

MEETING DATE: October 2, 2023

SUBJECT: Resolution Authorizing the Northport Police Department to Participate in the Southeast Alabama Highway Safety Office grant

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Haley Abbett

Approved By: Gerald Burton

Summary:

The Northport Police Department has been awarded a grant from the Southeast Alabama Highway Safety Office for participation in the Southeast Region's Community Traffic Safety Program. The grant pays for allowable rates of pay plus allowable FICA fringe for traffic safety enforcement dependent upon approval of applicable grants. The term of the contract is October 1, 2023 through September 30, 2024. Approval of this resolution would authorize the police department to participate in the Community Traffic Safety Program grant and authorize the Mayor to execute all paperwork pertaining to said grant.

Recommendation:

Approve this resolution authorizing the Northport Police Department to participate in the Southeast Alabama Highway Safety Office grant and authorizing the Mayor to execute all paperwork pertaining to said grant.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

I move to approve this resolution authorizing the Northport Police Department to participate in the Southeast Alabama Highway Safety Office grant and authorizing the Mayor to execute all paperwork pertaining to said grant.

SOUTHEAST ALABAMA HIGHWAY SAFETY OFFICE

600 PLAZA DRIVE • ENTERPRISE, AL 36331 • PHONE # 334-347-2623

Traffic Enforcement Agreement

Fiscal Period: October 01, 2023 – September 30, 2024

(NOT the same as the grant's authorized spending period during this Agreement Period)

Enterprise State Community College (ESCC) has made application to the Law Enforcement Traffic Safety (LETS) division of the Alabama Department of Economics and Community Development (ADECA) and has been given approval under the following approved application as follows; Southeast Alabama Highway Safety Office (SEAHSO) 402 Administrative Grant 2024-FP-CP-011.

Under this project, Enterprise State Community College will act in its role as the approved Sub Grantee for All Traffic Safety Funding and will be the pass-through agency for the National Highway Traffic Safety Administration (NHTSA) and ADECA/LETS Traffic Safety Funds within the 17-county region in the Southeast region of the State of Alabama. The funding for this agreement was awarded by NHTSA and passed through ADECA and ESCC/SEAHSO. Therefore, all expenditures are subject to all federal and state laws, rules, and regulations, including the LETS policy letters.

This agreement is entered by Enterprise State Community College through the Southeast Alabama Highway Safety Office (SEAHSO), and the governing entity of the law enforcement department of the following: City of Northport hereafter referred as (AGENCY). The purpose of this agreement is for official participation in the SEAHSO grant program and are at allowable rates of pay, plus allowable FICA fringe, for traffic safety enforcement. The term of this agreement is for all grants and grant time periods awarded between **October 01, 2023, through September 30, 2024.**

The Agency will use the CORE reporting system for all grant/grants awarded by Enterprise State Community College. The CORE system will provide information such as the grant's/grants' name, number, CFDA number, authorized spending allocations and authorized spending periods will be made available to the AGENCY through the CORE, for this Traffic Enforcement Agreement managed by the SEAHSO. **This Agreement for the SEAHSO grant participation is NOT a notice of grant funding being awarded, however this agreement is required before the AGENCY can participate should it be awarded funding.**

NO AGENCY will be approved to receive traffic enforcement funding without having entered into this agreement with the Enterprise State Community College. NO AGENCY will be approved to receive enforcement funding without having submitted a completed SEAHSO Overtime Form. NO AGENCY will be approved to receive enforcement funding without having completed and submitted a current fiscal year participating agency risk assessment form.

After the initial funding allocation is made to the AGENCY, any adjustments in the funding, time period, or scope of this agreement and grants, will only be accomplished through the CORE reporting system by the SEAHSO. The Enterprise State Community College SEAHSO has the authority to rescind the AGENCY's grant funding at any time, without voluntary release of such funds by the AGENCY, due to non-compliance, lack of submitted reimbursement claims, or for any other reason deemed necessary by Enterprise State Community College as per SEAHSO direction.

Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant for which any reimbursement claim is filed. ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; (1.) agreement with Enterprise State Community College, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE signed contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy or electronic image of every citation and warning citation claimed on the grant, (6.) time sheets or timecards identifying regular hours and overtime hours worked on traffic grant, (7.) City or County overtime policy form. The above-mentioned paperwork should be kept on file by each agency for current fiscal year plus the three (3) fiscal years from the date of the grant enforcement period. Each agency will be notified if a file audit is requested. Any agency that unable to produce ALL forms required to verify the claims that have been submitted to the SEAHSO for ADECA, will be required to refund ANY or ALL funds that were reimbursed on the grant in question to the Enterprise State Community College. Impaired Driving and Drive Sober

enforcement grants will require enforcement to begin not before 3pm. Verbal warnings are NOT allowed to be reported on CORE reports for any grants. If a non-allowed call to service is listed on any CORE report, this report is subject to being rejected by the SEAHSO.

Reimbursement claims (CORE forms) are encouraged to be submitted to SEAHSO as least once per month.

The Chief Law Enforcement Official will serve as the AGENCY Representative unless he or she delegates the responsibility. The Chief Law Enforcement Official may appoint a department representative to be the AGENCY Representative if he or she chooses. The AGENCY Representative will also serve as the primary contact person for communications and correspondence between the AGENCY and SEAHSO.

The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to SEAHSO and shall ensure the accuracy of all such documentation and reports submitted, such as hours reported, computation of pay rates for reimbursement and documentation of allowable contacts reported. The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of ESCC, and shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. ESCC assumes no responsibility the way or means by which the AGENCY performs its activities pursuant to this agreement.

Subject to the terms of the grant, Enterprise State Community College agrees to reimburse the AGENCY, for the actual traffic enforcement worked under an Enterprise State Community College grant project, provided the activity is documented in accordance program requirements, and with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

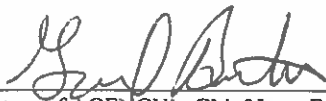
The AGENCY is subject to a "Review of Claims Process" by either ADECA/LETS or SEAHSO at any time over the course of the funding period. The purpose of the review is to ensure that the law enforcement agencies who receive overtime funding from ADECA/LETS are following their requirements for funding. Conducting periodic reviews will identify whether there are any deficiencies in the claim submission process which may result in inaccurate claims. Upon the completion of this review, if there are any deficiencies/errors identified, the AGENCY may be required to reimburse the grant through ESCC, if there is no other way to correct the error, and reimbursement has already been received. This process will be as follows: The AGENCY will be required to issue a check to ESCC, who will then in return send this reimbursement to ADECA/LETS through its reporting process. This process may sometimes be required to ensure the proper checks and balances are being met. In the event the AGENCY refuses to reimburse the grant after errors were identified post reimbursement, then legal action may be taken against the Government Entity.

"Termination for Cause. If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately. Enterprise State Community College will immediately terminate this Agreement by giving written notice (email, etc.) thorough the SEAHSO to the Agency of such termination.

Signatures required:

Signature of AGENCY's Authorizing Official
(Mayor/Comm. Chair) authorized to enter Agreement

Printed Name of Authorizing Official and Title
(Mayor/Comm. Chair)



Signature of AGENCY's Chief Law Enforcement Official
(Chief/Sheriff)

Printed Name of Chief LE Official and Title
(Chief/Sheriff)



Signature of Region Director
Southeast Alabama Highway Safety Office

Greg Adams
Printed Name of Region Director

WRITTEN OVERTIME POLICY

SEAHSO acknowledges that the following is the minimum allowable documentation of the Overtime Policy of the GOVERNING ENTITY and may not be the total policy of the GOVERNING ENTITY. However, this signed portion of the Policy shall fulfill all requirements of SEAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes. Please fill-in and circle all below that best explains the policy used by your GOVERNING ENTITY.

TIME SHEETS: All hourly employees are required to record their hours worked on a time sheet.

PAY PERIOD: The normal pay period shall begin at _____ (am / pm) on _____
and end at _____ (am / pm) on _____.

HOURS OF WORK: A normal shift consists of 8 continuous hours.

OVERTIME PAY BEGINS:

- A. Overtime pay shall begin after 8 hours of continuous work for a given day.
- B. Overtime pay shall begin after _____ hours of work for a given PAY PERIOD.
- C. Overtime pay shall begin after _____ hours of work for a given (2) week period, if paid by-weekly.

PAID HOURS NOT WORKED: Paid hours not worked shall consist of time off for vacation days, holidays, allowable sick days, allowable personal days, bereavement days or other days as designated by the GOVERNING ENTITY. Said paid hours (*shall / shall not*) count as hours worked for purposes of "OVERTIME PAY BEGINS" above.

OVERTIME PAY RATE: Overtime pay rate shall be at the rate of 1.5 times the regular hourly rate of the employee as designated by the GOVERNING ENTITY.

If overtime status has not been reached for the pay period being submitted, the GOVERNING ENTITY (*allows / does not allow*) REGULAR TIME to be paid for hours worked during this pay period.

In the event that this policy is needed to apply to personnel that are paid on a Salary basis rather than an Hourly basis, the following shall apply: Payment for overtime hours worked on Traffic Safety Grants by Salaried Employees of the GOVERNING ENTITY shall be considered an exception to the normal Payroll Policies of the GOVERNING ENTITY and shall apply ONLY to overtime hours that are reimbursed by SEAHSO for Traffic Safety Projects.

To determine the "hourly rate" for Salaried Employees, their annual salary shall be divided by 2080 for such determination. The "hourly rate" thus determined shall then be used on Form 1 for that Employee. If a Salaried Employee must work more than 40 hours per week before being eligible for overtime, then their annual salary shall first be divided by the number of Pay Periods per year and then the result shall be divided by the expected number of hours per period before overtime begins to determine the "hourly rate". The GOVERNING ENTITY (*allows / does not allow*) salaried employees to receive overtime for traffic grant purposes.

It is the understanding of the below signed Chief Elected Official that this signed Policy shall fulfill all requirements of SEAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes in so far as it concerns payment of overtime funds as provided by the traffic safety grants covered by the Agreement for Overtime Funds even though it may or may not be the entire Overtime Policy of the GOVERNING ENTITY.

County Comm. Chair / Mayor _____ Date _____

Name of GOVERNING ENTITY _____

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE NORTHPORT POLICE DEPARTMENT
TO PARTICIPATE IN THE COMMUNITY TRAFFIC SAFETY PROGRAM GRANT**

WHEREAS, the Northport Police Department requests to participate in the Southeast Alabama Highway Safety Office grant and

WHEREAS, the Southeast Alabama Highway Safety Office – Southeast Region’s Community Safety Program Grant program awarded the Northport Police Department allowable rates of pay plus allowable FICA fringe for traffic safety enforcement dependent upon approval of applicable grants from October 1, 2023 – September 30, 2024.

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

1. That the Northport Police Department is authorized to accept the aforementioned Southeast Region’s Community Safety Program grant from October 1, 2023 – September 30, 2024.

RESOLVED AND DONE this 2nd day of October, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda Webb
City Administrator

Reading: October 2, 2023

Motion:

Second:



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

AGENDA ITEM NO. 9.b.10.

MEETING DATE: October 2, 2023

SUBJECT: Resolution Authorizing the Northport Police Department to Accept an Award from the U.S. Department of Justice Bureau of Justice Assistance

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Haley Abbett

Approved By: Gerald Burton

Summary:

The Northport Police Department has been awarded a grant from the U.S. Department of Justice Bureau of Justice Assistance in the amount of \$20,000.00 to expand our Body Worn Camera program. This will pay for 10 body worn cameras for three years. The additional two years of the body worn camera contract will be the responsibility of the City. The total match amount is \$44,569.00, which includes employee time spent on procurement, execution, and reporting under the grant. Approval of this resolution would authorize the police department to accept the grant and authorize approved grant representatives to execute all paperwork pertaining to said grant.

Recommendation:

Approve this resolution authorizing Northport Police Department to accept the award from the U.S. Department of Justice Bureau of Justice Assistance and authorizing approved grant representatives to execute all paperwork pertaining to said grant.

Funding Source/GL Code:

Motion for Consideration:

I move to approve the resolution authorizing the Northport Police Department to accept the award from the U.S. Department of Justice Bureau of Justice Assistance and authorizing approved grant representatives to execute all paperwork pertaining to the grant.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE NORTHPORT POLICE DEPARTMENT
TO ACCEPT AND AWARD FROM THE U.S. DEPARTMENT OF JUSTICE BUREAU OF
JUSTICE ASSISTANCE**

WHEREAS, the U.S. Department of Justice Bureau of Justice Assistance has awarded the Northport Police Department a grant; and,

WHEREAS, the Northport Police Department is requesting that the City Council ratify acceptance of the grant for funding to expand our body worn camera program; and,

WHEREAS, the award amount is \$20,000 and the total match from the City is \$44,569.00 which includes employee time spent on procurement, execution, and reporting

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

1. That the Northport Police Department is authorized to accept the award from the U.S. Department of Justice Bureau of Justice Assistance in the amount of \$20,000.00,
2. The match required from the City is \$44,569.00
3. Authorized grant representatives can submit and execute any and all documentation related to the grant.

RESOLVED AND DONE this 2nd day of October, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda Webb
City Administrator

Reading: October 2, 2023
Motion:
Second:



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: October 2, 2023

SUBJECT: Minutes, Regular Meeting, September 18, 2023

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By:

Approved By: Glenda Webb

Summary:

Recommendation:

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

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

The regular called Meeting of the Northport City Council convened at **5:30 p.m.** on **Monday, September 18, 2023, at** Northport City Hall, located at 3500 McFarland Blvd, Northport, AL, 35476, in the Council Chambers. The invocation was offered by Mayor Hinton and President Hogg led the assembly in the Pledge of Allegiance. Upon roll call, the following were found to be present: President Hogg, Pro Tem Bobo, Councilman Washington, Councilman Wiggins, and Councilwoman Dykes. Also present at tonight's meeting, Mayor Hinton and City Administrator Webb.

Mayor Hinton presented Misty Hopson and Kennedy Ankrom with Down Syndrome Alabama with a proclamation recognizing the upcoming month, October, as Down Syndrome Awareness Month. Ms. Hopkins also announced their organization's upcoming walk, Annual West Alabama Down Syndrome Walk, which will be held on October 1st at Snow Hinton Park from 1 PM- 4PM.

Mayor Hinton presented Councilman Woodrow Washington a proclamation acknowledging the awards his family-owned business has received through the years and mentioning that his restaurant has been featured nationally on ESPN's Taste of the Town and in Southern Living's list of "The South's Most Legendary Barbeque Joints." Mayor Hinton stated that Northport is proud to recognize Archibald and Woodrow's BBQ as one of the state's most Legendary BBQ Joints and the Best Tailgate Food in Northport.

Mayor Hinton presented Michelle Moss with a proclamation recognizing September as Suicide Awareness Month.

Motion by President Hogg, **Second** by Councilman Wiggins **to approve the agenda for September 18, 2023 Council meeting, with the revisions to agenda item 9b8, Approving Agency Funding Contracts, removing Kenutck funding item while the contract is being negotiated and this particular funding item will be revisited at a later date. Also, there will be an addition of an Executive Session.** 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.**

Motion by Pro Tem Bobo, **Second** by Councilman Washington **to adopt Ordinance 2202 adopting the FY2024 General Fund Operational Budget.** 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 Pro Tem Bobo, **Second** by Councilman Wiggins **to adopt Ordinance 2203 adopting the FY2024 Water & Sewer Fund Operational Budget.** 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 Pro Tem Bobo, **Second** by Councilman Wiggins **to adopt Resolution 23-178 authorizing an agreement between the City of Northport Fire Rescue and W.E. Crawford, MD, LLC. for a period of 1 year (January 1, 2024- December 31, 2025) enabling him to continue to serve as Medical Director as required by Rule**

Number 420-2-1-05(5)(b) and authorize the City Administrator to approve the requisition. 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 23-179 authorizing the City Administrator to select and negotiate scope and fee with Sain Associates, Inc. for the Safe Streets for All Safety Action Plan.** Roll call was as follows: Councilman Wiggins, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Bobo **to adopt Resolution 23-180 authorizing the City Administrator to execute an amendment with Thompson Engineering for plan revisions on MLK, Jr. Blvd. Improvements at Snows Mill Road.** Roll call was as follows: Councilman Wiggins, Yes; Pro Tem Bobo, Yes; Councilman Washington, Abstained; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried.**

Motion by Pro Tem Bobo, **Second** by Councilman Washington **to adopt Resolution 23-181 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.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Councilman Washington **to adopt Resolution 23-182 awarding bid, Bid File 23-14, to Southland Transportation Group for one (1) year rear-loading garbage truck in the amount of \$237,362.62.** 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 23-183 authorizing the fees for vacating the public right-of-way for Hightown Properties.** 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 Pro Tem Bobo **to adopt Resolution 23-184 authorizing the City Administrator to execute a proposal from Thompson Engineering for bridge replacement on MLK, Jr. Blvd. over Two Mile Creek.** Roll call was as follows: Councilman Wiggins, Yes; Pro Tem Bobo, Yes; Councilman Washington, Abstained; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried.**

Motion by President Hogg, **Second** by Councilman Wiggins **to adopt Resolution 23-185 for the proposed agency authorization funding agreements.** 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.**

Motion by Pro Tem Bobo, Yes; **Second** by Councilman Washington **to adopt Resolution 23-186 for the proposed authorization of the Metro Animal Shelter Funding**. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Abstained; and President Hogg, Yes. **Motion Carried.**

Motion by Pro Tem Bobo, **Second** by Councilman Wiggins **to adopt Resolution 23-187 for the proposed authorization of the Arts n Autism funding**. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Wiggins, Yes; Councilman Washington, Yes; Councilwoman Dykes, Yes; and President Hogg, Abstained. **Motion Carried.**

Motion by Pro Tem Bobo, **Second** by Councilman Wiggins **to adopt Resolution 23-188 for the proposed authorization of the Boys and Girls Club of West Alabama**. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Wiggins, Yes; Councilman Washington, Abstained; Councilwoman Dykes, Yes; and President Hogg, Yes. **Motion Carried.**

Motion by Pro Tem Bobo, **Second** by Councilman Washington **to approve Resolution 23-189 approving the 2023 Resurfacing 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 Councilman Washington **to approve the Consent Agenda for the September 18, 2023, Council Meeting as printed:**

1. Minutes, September 7, 2023, Regular Meeting- Ms. Webb
2. Bill Listing
3. PO Requisition, ThreatAdvice, Software Renewal, \$23,820.00- Mr. Murphy
4. PO Requisition, GIS Planning, Inc., Invoice \$5,300.00- Ms. Tubbs
5. PO Requisition, Price Difference on Approved PO # 23-1634. \$7,642.00- Ms. Tubbs
6. PO Requisition, Litigation Recovery, Krebs Law, LLC, \$83,333.33- Mr. Davis
7. PO Requisition, Annual Membership Dues, Alabama League of Municipalities, \$10,495.03- Ms. Webb
8. PO Requisition, Filing Cabinet for Court, One Source, \$6,311.96- Ms. Webb

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.**

MAYOR AND COUNCIL MEMBER'S BUSINESS

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

Pro Tem Bobo, District 1- Pro Tem Bobo announced the library kiosk located in City Hall's lobby is now open and ready to check out books.

Councilman Washington, District 2- Councilman Washington announced academic tutoring that is being offered at Hasson Center. Tutoring began Sept 12, 2023 and will run 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.

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

President Hogg, District 5- President Hogg reminded the ones attending the meeting that the City Hall once had a library located in the building years ago. He encouraged everyone to utilize this service and he thanked the Tuscaloosa Public Library for partnering with the City of Northport on this project.

Motion by President Hogg, **Second** by Councilman Wiggins **to adjourn the meeting into Executive Session to discuss Threatened Pending Litigation. The session should take no longer than 10 (ten) 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 6:05 p.m.

Council reconvened into Regular Council Meeting at 6:12 p.m. with no action needing to be taken.

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

There being no further business to come before the Council, the meeting was adjourned at 6:12 p.m.



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

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

Unfinished Business:
Public Hearing:

New Business:
First Reading:

Consent Agenda:
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 _____.**



City of Northport

Expense Approval Report

By (None)

Payment Dates 9/14/2023 - 9/27/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
FirstPoint Collection Resources..	97041	09/14/2023	Payment Fees	564.38
Price Construction Company Ic. Downtown Streetscape Phase ...		09/14/2023	Downtown Streetscape Impro...	7,985.15
Krebs Law LLC	01890	09/21/2023	CONSENT 9-18-23 CON v EKS	83,333.33
Amedisys Home Health of Ala...	INV0020488	09/21/2023	Sales Tax Refund	87.64
				91,970.50

Department: 13 - Mayor & City Council

Nick's Kids Foundation	INV0020450	09/14/2023	Admin - Dist Dev Funds	1,425.00
Boys and Girls Club of West Al...	INV0020498	09/21/2023	Admin - Dist Dev funds	400.00
				Department 13 - Mayor & City Council Total: 1,825.00

Department: 15 - Administrative

Alabama League of Municipalit..	INV0020543	09/21/2023	League Membership Dues 20...	10,495.03
Staples Business Advantage	7902773326-0-1	09/14/2023	ADMIN - Copy Paper - East End...	414.90
Eatmybeats Inc.	87237	09/21/2023	Grooc & Grub- Stage Rental	3,725.00
Struthers Recreation LLC	104454-01-03	09/21/2023	APPROVED 9.7.23 - UCP Playg...	7,318.64
Southern Lock & Key	17375	09/14/2023	UCP Building - change locks on...	395.00
Ander's Hardware Co. Inc.	N1213122	09/14/2023	City Hall Tag Dept. - battery fo...	3.79
CDW Government LLC	LQ63999	09/14/2023	License for Adobe Illustrator (...)	178.19
Alabama Power Company	INV0020471	09/14/2023	1513 12th St Complex 03738-...	2.65
Moore Petroleum Co. Inc.	INV0020481	09/14/2023	01-000101	783.81
Moore Petroleum Co. Inc.	INV0020481	09/14/2023	01-000101	131.54
Power and Rubber Supply	3426812	09/21/2023	City Hall - belts for AC units	78.96
Burnum-Hahn Exterminators I...	INV0020456	09/14/2023	MONTHLY PEST CONTROL	79.00
Pitney Bowes Inc.	1023833203	09/21/2023	ADMIN - Postage Meter Lease	355.14
Regions Bank	INV0020462	09/14/2023	2021 B Warrants	48,505.29
Regions Bank	INV0020463	09/14/2023	2016 GF Series - September 2...	19,616.35
Cintas	4167435025	09/14/2023	Payer # 14353428	39.62
Glass Doctor	2-112321	09/21/2023	Admin #4898 - Joseph Rose - ...	314.95
Alabama Power Company	INV0020539	09/21/2023	SB23192-17002	10,204.71
Alabama Power Company	INV0020539	09/21/2023	SB23192-17002	567.57
Interior Exterior Building Supp...	2907897-00	09/21/2023	City Hall - 24" x 24" ceiling tiles	46.08
Northwest Supply Co. Inc.	950306	09/21/2023	City Hall - bathroom flush valv...	148.94
AllStar Service Pros. LLC	9599	09/14/2023	City Hall Lighting - install 2 cat...	1,337.00
Northport Electrical Supply Inc.	V1029506	09/21/2023	24/2 4 pr CATSE BLU PULL BX ...	0.57
Northport Electrical Supply Inc.	V1029506	09/21/2023	1-1/2 SCH 40 PVC	23.54
Northport Electrical Supply Inc.	V1029506	09/21/2023	1 1/2 PVC Male Adapter	3.84
Northport Electrical Supply Inc.	V1029506	09/21/2023	1 1/2 PVC 90" elbow	16.25
Amazon Capital Services	1VKV-FPKX-H4HC	09/21/2023	Community Events	419.85
Amazon Capital Services	19D-D7PC-KFGL	09/21/2023	Black Panels for auditorium- ...	594.00
Paint Spot	N0296706	09/21/2023	UCP Building - patch holes in f...	57.98
AllStar Service Pros. LLC	9620	09/21/2023	City Hall - surge arrestor for li...	233.63
Sequel Electrical Supply	S3733024.001	09/21/2023	UCP - bulbs for outside lights	216.74
Amazon Capital Services	1KMF-MWNL-FTC4	09/21/2023	Community Events	296.95
				Department 15 - Administrative Total: 106,605.51

Department: 16 - Legal

Staples Business Advantage	7613389386-0-1	09/14/2023	Assorted office Supplies	485.93
Northport Gazette The	INV0020475	09/14/2023	Public Hearing Ad 9-7-23 -We...	51.45
Northport Gazette The	INV0020476	09/14/2023	Legal Adv of Ord. 2197 Establi...	62.65
Northport Gazette The	INV0020479	09/14/2023	Legal Ad of Perm Res 23-162 ...	116.20
Northport Gazette The	INV0020480	09/14/2023	Legal Ad of Perm Res 23-162 ...	118.65
Law Office of Benjamin Jay St...	20970	09/14/2023	Outsourced Legal - NRDA	2,025.00
Mary Virginia Buck	INV0020482	09/14/2023	Outsourced Legal - CON v EKS ...	1,300.00
Maloy and Company Inc	22C0034-3	09/21/2023	Outsourced Legal - CON v EKS	1,187.50
				Department 16 - Legal Total: 5,347.38

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Department: 17 - Municipal Court				
Staples Business Advantage	7613658034-0-1	09/14/2023	SUPPLIES	189.66
One Source Office Products LLC	IN-15607	09/21/2023	Court - Organization Supplies	6,311.96
District Attorney Restitution R...	INV0020458	09/14/2023	AUGUST 2023	696.89
The Parsons Firm PC	INV0020470	09/14/2023	AUGUST 2023	465.28
Moore Petroleum Co. Inc.	INV0020481	09/14/2023	01-000101	143.27
Law Office of Angela M Morri...	INV0020484	09/14/2023	August 2023	371.00
Catalis Court & Land Records L...	INV308303293	09/21/2023	Court Software	5,391.63
Alabama Comptroller's Office	INV0020452	09/14/2023	AUGUST 2023	41,843.27
Alabama Crime Victims Comp...	INV0020453	09/14/2023	AUGUST 2023	1,421.00
Alabama Impaired Driving Pre...	INV0020454	09/14/2023	AUGUST 2023	225.00
Alabama Peace Officer's Annui...	INV0020455	09/14/2023	AUGUST 2023	2,956.00
Circuit Clerk's Judicial Adminis...	INV0020457	09/14/2023	AUGUST 2023	1,458.71
Highway Traffic Safety Fund	INV0020459	09/14/2023	AUGUST 2023	60.00
Presiding Circuit Judges' Judici...	INV0020461	09/14/2023	AUGUST 2023	1,443.49
Solicitor's Fund	INV0020467	09/14/2023	AUGUST 2023	11,614.94
State Judicial Administration F...	INV0020468	09/14/2023	AUGUST 2023	5,835.52
The Citizenship Trust Fund	INV0020469	09/14/2023	AUGUST 2023	664.00
A T & T Mobility	287288439796X09062023	09/14/2023	287288439796	46.83
Cira L. Woolbright	INV0020500	09/21/2023	TRANSLATOR	340.00
Department 17 - Municipal Court Total:				81,478.45
Department: 22 - Information Technology				
Staples Business Advantage	7613234510-0-1	09/14/2023	IT - Office Supplies Restock	531.73
C Spire Business	0000693209-35	09/14/2023	0000693209	5,540.00
Spectrum Business	INV0020472	09/14/2023	4900 Mitt lary Rd 8781 14 104...	180.50
A T & T Mobility	287288439796X09062023	09/14/2023	287288439796	54.79
J & J Telephone Inc.	71185RJ	09/14/2023	IT - Voicemail to Email Labor	911.25
Comcast Cable	INV0020489	09/21/2023	3500 McFarland Blvd Side 2 8...	56.67
ThreatAdvice	191449	09/21/2023	CONSENT AGENDA-IT-9-18-23...	23,820.00
CDW Government LLC	LT17153	09/14/2023	IT - Server Hard Drives	1,998.60
Xerox Corporation	4760690	09/21/2023	Contract Charge 8/29-9/28/23	1,422.48
Connected Solutions Group LLC	167921	09/14/2023	IT - MDM Software Remote S...	599.00
VC3 INC.	123972	09/21/2023	IT - Monthly Backup for comp...	2,240.00
Spectrum Business	177395401091423	09/21/2023	13205 Martin Rd SPUR 17739...	117.98
Amazon Capital Services	1dp9-h3pc-6743	09/21/2023	IT - All in One printer - Replac...	499.00
Logo Station	1150	09/21/2023	IT - Apparel	1,013.38
Department 22 - Information Technology Total:				38,985.38
Department: 25 - Finance				
Staples Business Advantage	7612281463-0-1	09/14/2023	FIN - Office Supplies	458.44
Department 25 - Finance Total:				458.44
Department: 26 - Human Resources				
Staples Business Advantage	7902766319-0-1	09/14/2023	Toner for Printer	256.13
Staples Business Advantage	7902766319-0-1	09/14/2023	Toner for Printer	259.22
Staples Business Advantage	7902766319-0-1	09/14/2023	Toner for Printer	259.01
Phelps Jenkins Gibson & Fowl...	188	09/14/2023	Monety Fee July 2023	1,600.00
DCH Occupational Medicine	00018080-00	09/21/2023	New Hire/Random/Post-Accid...	375.00
Alabama Interactive, LLC	4852850	09/14/2023	MVR - ADMIN	15.00
Cobbs Allen & Hall Inc.	49416	09/14/2023	Consulting Fee September 20...	1,250.00
Department 26 - Human Resources Total:				4,014.36
Department: 28 - Planning & Inspections				
Southeast Media & Mailing Inc.	17674	09/14/2023	Building Permit Placards (1000)	2,590.00
Staples Business Advantage	7613033956-0-1	09/14/2023	Staples - Office Supplies	1,973.67
Staples Business Advantage	7613033956-0-2	09/14/2023	Staples - Office Supplies	461.46
Northport Gazette The	INV0020477	09/14/2023	Legal Adv of Ord. 2198 and 21...	75.25
Northport Gazette The	INV0020478	09/14/2023	Legal Adv of Ord. 2198 and 21...	89.95
A T & T Mobility	287288439796X09062023	09/14/2023	287288439796	46.49
Northport Gazette The	INV0020474	09/14/2023	PZC Sept Public Notice	242.55
Business Supply & Printing	5157	09/14/2023	P&I Envelopes	262.50
Stivers Ford	J348A	09/21/2023	STIVERS FORD LINCOLN - P&I ...	33,848.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Stivers Ford	J349B	09/21/2023	Adjustment Payment for P & I...	1,495.00
Amazon Capital Services	1FDL-J7Q7-RW91	09/14/2023	Amazon - P & I office supplies	42.99
Northport Gazette The	INV0020504	09/21/2023	ZBA September 23 Public Noti...	82.95
Department 28 - Planning & Inspections Total:				41,210.81
Department: 32 - Engineering				
Tera Tubbs	INV0020483	09/14/2023	Reimbursement - Tera Tubbs	55.30
Verizon	INV0020451	09/14/2023	Quote (Verizon) - Upgrade iPh...	49.99
Cassady Company Inc The	Proj 22-121 Inv 11	09/14/2023	PO 22-4150-R1 2022 Storm S...	13,216.55
Stivers Ford	J348B	09/21/2023	AGENDA 3.18.23 - Price differ...	7,624.00
Stivers Ford	J349A	09/21/2023	AGENDA 2.20.23 - 2023 F150 ...	39,977.00
Amazon Capital Services	1XQG-16LR-VYD1	09/21/2023	Invoice - Amazon	60.00
Amazon Capital Services	1LXT-FTTN-6NK7	09/21/2023	Invoice - Amazon	149.96
Amazon Capital Services	164D-K3N9-6J9Q	09/21/2023	Invoice - Amazon	32.48
TTL Inc.	2128963	09/21/2023	Fee Proposal - Main Avenue St...	51,918.87
Alabama Power Company	INV0020486	09/21/2023	312 Main Ave St Light controll...	110.46
Alabama Power Company	INV0020539	09/21/2023	SB23192-17002	828.19
Alabama Power Company	INV0020539	09/21/2023	SB23192-17002	30,960.19
Amazon Capital Services	1LFH-DPTV-HTVF	09/21/2023	Invoice - Amazon	34.98
Logo Station	1146	09/21/2023	Invoice - Logo Station	114.29
Department 32 - Engineering Total:				145,132.26
Department: 33 - Police				
William Carpenter	INV0020509	09/21/2023	AGENDA: Meal Reimburseme...	115.35
Tuscaloosa Tire & Service Cen...	N284154	09/21/2023	PD #3767 - tires	613.79
Jose Martinez	INV0020502	09/21/2023	AGENDA: fuel reimbursement	20.01
Northport Auto Supply Co. Inc.	100779824	09/21/2023	Credit	-15.03
Donohoo Chevrolet LLC	5057200	09/14/2023	Tahoe Light bar repair	630.50
Donohoo Chevrolet LLC	6112114/1	09/14/2023	Tahoe Light bar repair	150.00
Sequel Electrical Supply	S3714213.001	09/14/2023	PD Radio Tower - outside gen...	108.13
Gerald Burton	INV0020501	09/21/2023	AGENDA: Fuel Reimbursement	56.13
DCH Occupational Medicine	00018080-00	09/21/2023	New Hire/Random/Post-Accid...	863.61
Global HR Research LLC	13522372	09/21/2023	New Hire Background Checks	79.84
Moore Petroleum Co. Inc.	INV0020481	09/14/2023	01-000101	10,548.14
Tuscaloosa Tire & Service Cen...	N284405	09/14/2023	PD #421 - mount tires	255.86
Northport Auto Supply Co. Inc.	100784498	09/14/2023	PD #463 - coolant hose	83.19
A T & T Mobility	287288439796X09062023	09/14/2023	287288439796	2,412.08
Tuscaloosa Tire & Service Cen...	N284476	09/14/2023	PD - stock tires	285.50
Northport Auto Supply Co. Inc.	100782480	09/21/2023	PD #458 - ABS sensor	130.21
Burnum-Hahn Exterminators I...	INV0020456	09/14/2023	MONTHLY PEST CONTROL	179.00
Northport Auto Supply Co. Inc.	100782190	09/21/2023	PD Military Truck - batteries	892.16
Northport Auto Supply Co. Inc.	100786466	09/21/2023	PD #458 - knock sensor	92.93
Northport Auto Supply Co. Inc.	100786558	09/21/2023	Steering Angle	-82.95
Ander's Hardware Co. Inc.	N1214631	09/14/2023	PD Court Room - benchner nails...	8.98
Alabama Dept of Revenue - M...	INV0020495	09/21/2023	PD - tag for 2006 F350 White ...	24.25
Alabama Power Company	INV0020539	09/21/2023	SB23192-17002	875.02
Alabama Power Company	INV0020539	09/21/2023	SB23192-17002	10,511.74
Alabama Power Company	INV0020539	09/21/2023	SB23192-17002	1,846.14
Ander's Hardware Co. Inc.	N1214698	09/21/2023	PD Courtroom - screws for be...	4.20
Northport Auto Supply Co. Inc.	100785489	09/21/2023	PD #422 - lifters	892.51
Northport Auto Supply Co. Inc.	100786612	09/21/2023	PD Court Car - brakes	333.71
Northport Auto Supply Co. Inc.	100787285	09/21/2023	Credit	-54.07
Amazon Capital Services	1TDM-XVGK-66JT	09/14/2023	Label Maker tape	14.39
Amazon Capital Services	1TDM-XVGK-66JT	09/14/2023	Label Maker tape	11.99
Amazon Capital Services	1TDM-XVGK-66JT	09/14/2023	Label Maker	39.99
Amazon Capital Services	1TDM-XVGK-66JT	09/14/2023	Phone case	33.04
W.H. Thomas Oil	508442	09/21/2023	surpreme 5w30	152.70
W.H. Thomas Oil	508442	09/21/2023	havoline synth	226.13
W.H. Thomas Oil	508442	09/21/2023	supreme 10w30	101.80
Triple Point Industries	54200	09/21/2023	BLANKET - PD monthly contra...	102.60

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Amazon Capital Services	13W3-4KDK-6LC4	09/21/2023	External Hard drive	89.99
Department 33 - Police Total:				32,633.56
Department: 35 - Fire				
Northwest Supply Co. Inc.	936756	09/21/2023	Spring	34.48
Sunbelt Fire Inc.	00001176	09/14/2023	Tags for SCBA System	525.66
Building Specialties Co. Inc.	5702410	09/21/2023	FD #4 - replace outside storag...	1,155.00
Alabama Fire College Booksto...	93192	09/14/2023	AEMT Books, Uniforms, Medic...	324.40
Northport Auto Supply Co. Inc.	100778189	09/21/2023	FD Engine #1 - fuel filters	33.37
Alabama Fire College Booksto...	93329	09/14/2023	AEMT Books, Uniforms, Medic...	330.40
Alabama Fire College Booksto...	93330	09/14/2023	AEMT Books, Uniforms, Medic...	330.40
The Habegger Corp	896800	09/14/2023	FD #3 - AC run capacitor	26.33
Northport Auto Supply Co. Inc.	100782369	09/14/2023	FD #0873 - tune up	52.86
Sunbelt Fire Inc.	00004973	09/21/2023	FD Engines - stock bulbs and t...	399.36
DCH Occupational Medicine	00018080-00	09/21/2023	New Hire/Random/Post-Accid...	2,580.68
Atlas Welding Supply Co. Inc.	580559	09/14/2023	BLANKET - Refill oxygen, Misc ...	14.17
Northwest Supply Co. Inc.	949466	09/14/2023	FD #5 - water pipe for pum	26.79
Moore Petroleum Co. Inc.	INV0020481	09/14/2023	01-000101	2,421.86
Zoll Medical Corporation	3806180	09/14/2023	Medical Supplies Restock	1,410.00
ESO Solutions Inc.	ESO-118324	09/14/2023	*AGENDA* Agreement with E...	14,429.41
Northport Auto Supply Co. Inc.	100784306	09/21/2023	FD Truck #1093 - brakes	91.61
A T & T Mobility	287288439796X09062023	09/14/2023	287288439796	458.79
Ricks Service Co LLC	230118-CNP-FS4-KC	09/14/2023	FD #4 - generator repair	783.16
Business Supply & Printing	5158	09/14/2023	Door Hangers	312.90
Henry Schein Inc.	54106316	09/21/2023	Medical Supplies Restock	2,650.14
Professional Practice Support	CONP-090723	09/14/2023	Report Documentation Traini...	900.00
Henry Schein Inc.	54279966	09/21/2023	Medical Supplies Restock	3.05
Henry Schein Inc.	54384200	09/21/2023	Medical Supplies Restock	15.99
Burnum-Hahn Exterminators I...	INV0020456	09/14/2023	MONTHLY PEST CONTROL	286.00
Northwest Supply Co. Inc.	949908	09/21/2023	Creidt	-34.48
Bound Tree Medical LLC	85087770	09/14/2023	Tactical duty pants - C. Taylor	94.98
Building Specialties Co. Inc.	5703982	09/14/2023	FD #4 - door lock worn out	620.00
Alabama Dept of Revenue - M...	INV0020496	09/21/2023	FD - tag for new 2023 Ford Exp..	24.25
Alabama Power Company	INV0020539	09/21/2023	SB23192-17002	6,333.50
William E. Crawford MD LLC	INV0020540	09/21/2023	*AGENDA* Dr Crawford Contr...	12,000.00
Central Alabama Training Solut...	17045554	09/14/2023	Oil for breathing air compress...	321.00
Amazon Capital Services	1FK1-GP9X-3MJD	09/21/2023	Carrying strap for K12 Saw- E1	15.51
Overhead Door Company of T...	TCS53767	09/21/2023	FD #2 - replace back door rece...	330.00
Motorola Solutions Inc.	1187107304	09/21/2023	*AGENDA* APX8500 RM Mobi...	9,889.63
Department 35 - Fire Total:				59,191.20
Department: 37 - Public Works				
G & C Supply Co. Inc.	1937528	09/21/2023	Traffic - 28 in 1 lb orange traffi...	165.00
Printing Plus	INV0020505	09/21/2023	Recycling - driver's pads and u...	322.96
Northport Auto Supply Co. Inc.	100753153	09/21/2023	Shop - jacks for new GTs	50.61
G & C Supply Co. Inc.	6909579	09/21/2023	Traffic - 28" traffic cones	610.50
Sequel Electrical Supply	S3666871.001	09/21/2023	Beaut. - greenhouse power su...	5.30
Winfield Tool & Equipment Re...	234793-001	09/21/2023	Construction - equipment ren...	350.00
ST Bunn Construction Co. Inc.	13236	09/21/2023	BLANKET - Asphalt for pothole...	644.28
Sequel Electrical Supply	S3691456.001	09/21/2023	Beaut. - greenhouse power su...	5.30
Northport Auto Supply Co. Inc.	100772513	09/21/2023	Traffic - quick disconnects for ...	166.05
Walmart	INV0020542	09/21/2023	32 TCL TV	108.00
Walmart	INV0020542	09/21/2023	microwave	79.88
Lowe's Home Centers Inc.	902393	09/14/2023	BLANKET - Community Events	77.35
ST Bunn Construction Co. Inc.	13268	09/21/2023	BLANKET - Asphalt for pothole...	433.68
Northport Auto Supply Co. Inc.	100773787	09/21/2023	PW Truck #3350 - water pump	47.38
Tuskaloosa Lawn Equipment L...	230385	09/14/2023	20" saw chains	80.68
Tuskaloosa Lawn Equipment L...	230385	09/14/2023	1/4 files and handles	21.57
Tuskaloosa Lawn Equipment L...	230385	09/14/2023	14" saw chains	23.78
Southern Lighting & Traffic Sys...	46914	09/21/2023	AGENDA 7.10.23 - traffic cont...	7,700.00
Lowe's Home Centers Inc.	987991	09/14/2023	BLANKET - Community Events	12.33
Tuscaloosa Tractor	CT245408-01	09/14/2023	PW - stock front tires for mow...	916.72

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Walmart	INV0020508	09/21/2023	glade scents melt	5.92
Walmart	INV0020508	09/21/2023	accent warmer	11.00
Walmart	INV0020508	09/21/2023	glade scents	41.44
Walmart	INV0020508	09/21/2023	set light bulbs	3.00
Northwest Supply Co. Inc.	947999	09/21/2023	Beaut. - supplies for greenhou...	10.55
ST Bunn Construction Co. Inc.	13324	09/21/2023	BLANKET - Asphalt for pothole...	811.20
Staples Business Advantage	7613298010-0-1	09/14/2023	G2 red pens	11.72
Staples Business Advantage	7613298010-0-1	09/14/2023	d batteries	20.23
Staples Business Advantage	7613298010-0-1	09/14/2023	copy paper	88.98
Staples Business Advantage	7613298010-0-1	09/14/2023	S. Cockrell ink - black and colo...	382.41
Staples Business Advantage	7613298010-0-1	09/14/2023	G2 blue pens	11.72
Staples Business Advantage	7613298010-0-1	09/14/2023	pentel pens	12.75
ST Bunn Construction Co. Inc.	13329	09/21/2023	BLANKET - Asphalt for pothole...	397.80
Lowe's Home Centers Inc.	901363	09/14/2023	BLANKET - Community Events	64.62
Lowe's Home Centers Inc.	998066	09/14/2023	BLANKET - Community Events	7.99
Lowe's Home Centers Inc.	901848	09/14/2023	BLANKET - Community Events	23.24
Lowe's Home Centers Inc.	901103	09/14/2023	BLANKET - Community Events	144.92
Tuskaloosa Lawn Equipment L...	232305	09/21/2023	PW Shop - stock air filters for ...	237.30
Ander's Hardware Co. Inc.	N1212865	09/14/2023	Inventory - keys for front cage	11.96
Sequel Electrical Supply	S3721006.001	09/21/2023	Beaut. - greenhouse power su...	5.30
Northport Auto Supply Co. Inc.	100782730	09/14/2023	PW #9434 - C. Sprayberry - to...	234.67
Bama Concrete Products Co. I...	382949A	09/21/2023	BLANKET - Concrete	441.50
Bama Concrete Products Co. I...	382949B	09/21/2023	BLANKET - Concrete for drive...	2,287.50
Alabama Dept of Revenue - M...	INV0020497	09/21/2023	Beautification - tags for new t...	24.25
Alabama Dept of Revenue - M...	INV0020497	09/21/2023	Beautification - tags for new t...	24.25
DCH Occupational Medicine	00018080-00	09/21/2023	New Hire/Random/Post-Accid...	755.00
Global HR Research LLC	13522372	09/21/2023	New Hire Background Checks	311.30
Ellis Architects Inc	23022_3	09/21/2023	COUNCIL APPROVED - PW ren...	22,925.00
Power and Rubber Supply	3426196	09/21/2023	PW - wash rack hose pipe repl...	20.14
Atlas Welding Supply Co. Inc.	580558	09/14/2023	BLANKET - monthly nitrogen f...	74.09
Midstates Petroleum Company	92139	09/21/2023	Fuel	2.16
Waste Connections of Alabam...	927	09/14/2023	6085-1018	23,044.00
Coblentz Equipment & Parts C...	96030	09/14/2023	Boom Tractor #5062 - cylinder	1,150.11
Jamie Clark	INV0020460	09/14/2023	Claim No 23-51	284.88
Moore Petroleum Co. Inc.	INV0020481	09/14/2023	01-000101	12,599.88
Black Warrior Solid Waste	20230901-0225-10050	09/14/2023	34	22,065.68
Jarrold Milligan	23-000058	09/14/2023	Buckhead Drainage Maintena...	1,649.00
Northport Auto Supply Co. Inc.	100784164	09/14/2023	GT #6378 - hyd filter	11.26
Northport Auto Supply Co. Inc.	100775937	09/21/2023	PW Beautification Chainsaw #...	47.39
Northport Auto Supply Co. Inc.	100784478	09/21/2023	PW Shop - stock oil filters	60.72
Northport Auto Supply Co. Inc.	100784599	09/14/2023	Construction Dump Truck #72...	23.60
Southland International Trucks..	03CI344603	09/14/2023	Dump Truck #1627 - rear main...	125.74
Sunsouth LLC	4688835	09/21/2023	Community Events - spray noz...	103.98
Tuscaloosa County Health Dept	INV0020507	09/21/2023	Solid Waste Collector Fee Per...	875.00
Totally Promotional	Q1809393	09/21/2023	Sharpie Gel pens white with b...	549.00
Totally Promotional	Q1809393	09/21/2023	16 oz "the cup"	707.20
Northport Auto Supply Co. Inc.	100785239	09/21/2023	Recycling Truck #1390 - trailer...	8.01
The Vacuum Clinic Inc.	111440	09/21/2023	PW - vacuum belt repair and ...	44.98
Burnum-Hahn Exterminators I...	INV0020456	09/14/2023	MONTHLY PEST CONTROL	79.00
Chase Cockrell	INV0020541	09/21/2023	Class B Reimbursement - Chas...	38.75
Lowe's Home Centers Inc.	01206b	09/14/2023	BLANKET - Community Events	33.96
Southland International Trucks..	03CI344646	09/14/2023	Dump Truck #1627 - sensor ri...	70.91
Ellison's Tree Service	560	09/14/2023	PW - 2 Hackberry trees remov...	2,800.00
Alabama Power Company	INV0020487	09/21/2023	1761 Harper Rd 47753-93045	139.05
Lowe's Home Centers Inc.	01398	09/21/2023	Beautification - pine straw bal...	279.00
Southland International Trucks..	03CI342230	09/21/2023	KBoom #6714 - door glass and...	108.86
Bama Concrete Products Co. I...	383275	09/21/2023	BLANKET - Concrete	871.00
TSC Service & Supply Inc.	3923	09/21/2023	PW Shop - 2 drums of panel br...	504.00
Cintas	4167435040	09/14/2023	Payer # 14353601	37.56
Cintas	4167438120	09/14/2023	Payer # 14385499	781.76

Expense Approval Report

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Chuck Campbell	INV0020499	09/21/2023	Reimbursement - Chuck Cam...	30.00
Northport Auto Supply Co. Inc.	100783634	09/21/2023	Construction Truck #4269 - bo...	205.88
Northport Auto Supply Co. Inc.	100784938	09/21/2023	PW Shop - stock oil filters	120.70
Northport Auto Supply Co. Inc.	100786194	09/21/2023	Grounds Truck #3351 - blower...	188.02
Northport Auto Supply Co. Inc.	100786405	09/21/2023	Grounds Mower #800G - batte..	59.95
Northport Auto Supply Co. Inc.	100786741	09/21/2023	Grounds Mower #800C - batte...	59.95
Masterman's LLP	1102745327	09/14/2023	gloves	150.40
Masterman's LLP	1102745327	09/14/2023	rain suits	73.32
Amazon Capital Services	1QJW-W6ML-1HM9	09/14/2023	PW - navy blue polos for Duan...	225.00
JLS Sales Inc.	381383	09/21/2023	Inventory - (25) 4" cutting discs	50.00
JLS Sales Inc.	381384	09/21/2023	XL	38.00
Alabama Dept of Revenue - M...	INV0020494	09/21/2023	Recycling - tag for F150 #9867	24.25
Alabama Power Company	INV0020539	09/21/2023	SB23192-17002	5,956.99
Alabama Power Company	INV0020539	09/21/2023	SB23192-17002	2,764.58
Northport Auto Supply Co. Inc.	100786898	09/21/2023	Weedeater #851 - primer bub...	14.35
Tuskaloosa Lawn Equipment L...	234453	09/21/2023	Grounds Mower #800G - deck...	194.18
JLS Sales Inc.	381409	09/21/2023	XL	28.50
JLS Sales Inc.	381409	09/21/2023	large	9.50
W.H. Thomas Oil	508442b	09/21/2023	DEF 2.5 gallons	300.10
W.H. Thomas Oil	508442b	09/21/2023	delo 400 15w40	191.85
Lowe's Home Centers Inc.	71913	09/21/2023	Traffic - pole for caution light ...	67.90
Sequel Electrical Supply	S3719902.001	09/21/2023	3/8 hole saw	20.46
Sequel Electrical Supply	S3719902.001	09/21/2023	2 in hole saw	9.87
Sequel Electrical Supply	S3719902.001	09/21/2023	wire stripper	37.32
Northport Electrical Supply Inc.	V1029555	09/21/2023	Main Avenue Street Light bulb	16.79
Southland International Trucks..	03CI344865	09/21/2023	PW Shop - scanner software r...	513.00
One Source Office Products LLC	OE-QT-5964-1	09/21/2023	Inventory - cases of hand soap	125.80
Amazon Capital Services	1XHM-TLYC-H14D	09/21/2023	otterbox defender case	71.80
Amazon Capital Services	1XHM-TLYC-H14D	09/21/2023	screen protector 2 pack	8.90
Amazon Capital Services	1XHM-TLYC-H14D	09/21/2023	otterbox symetry case	27.86
Amazon Capital Services	1XHM-TLYC-H14D	09/21/2023	privacy screen protectors	8.99
Lowe's Home Centers Inc.	01537	09/21/2023	Beautification - pine straw bal...	35.04
Lowe's Home Centers Inc.	01538	09/21/2023	Credit Tax Correction 23-4247	-3.19
Northport Auto Supply Co. Inc.	100782973	09/21/2023	PW New Trucks - strobe lights	4,434.99
Southern Pipe & Supply	8498214-00	09/21/2023	Inventory - 80 lbs quikrete for...	250.32
One Source Office Products LLC	OE-44834-1	09/21/2023	Inventory - cases of hand soap...	125.80
One Source Office Products LLC	OE-44835-1	09/21/2023	tork bathroom tissue	257.16
One Source Office Products LLC	OE-44835-1	09/21/2023	tork hand towels	392.76
One Source Office Products LLC	OE-QT-5959-1	09/21/2023	swiffer duster kit	8.36
One Source Office Products LLC	OE-QT-5959-1	09/21/2023	swiffer dusters refills	15.06
One Source Office Products LLC	OE-QT-5959-1	09/21/2023	swiffer 360 extender kit	34.98
One Source Office Products LLC	OE-QT-5971-1	09/21/2023	Inventory - toilet bowl cleaner...	61.92
Lowe's Home Centers Inc.	01717B	09/21/2023	Beautification - pine straw bal...	7.59
FastSigns of Tuscaloosa	2032-25020	09/21/2023	Design fee for new Recycling T...	295.00
Cintas	4168149625	09/21/2023	Payer # 14353601	37.56
Cintas	4168152926	09/21/2023	Payer # 14385499	695.80
Brown's Fleet & Collision Cent...	7527	09/21/2023	Irrigation Truck #5783 - repairs	4,604.42
Ander's Hardware Co. Inc.	N1215314	09/21/2023	ROW - hose pipe repair	15.18
One Source Office Products LLC	OE-QT-5959-2	09/21/2023	window cleaning sponge sque...	6.94
Amazon Capital Services	1F6T-KTY4-4LRK	09/21/2023	Beautification - fire ant bait 2 ...	45.80
Winfield Tool & Equipment Re...	266719-0001	09/21/2023	Construction - equipment ren...	603.49
Winfield Tool & Equipment Re...	266719-0002	09/21/2023	Credit PO 23-4291	-10.70
Lowe's Home Centers Inc.	86727	09/21/2023	GE 2.2 cu ft 1200 microwave	169.15
Lowe's Home Centers Inc.	86727	09/21/2023	maytag 24.9 cu ft side by side	2,298.00
Lowe's Home Centers Inc.	86728	09/21/2023	GE 1.6 cu ft 1150 watt microw...	975.95
Lowe's Home Centers Inc.	86728	09/21/2023	GE 2.2 cu ft 1200 microwave	129.85
Lowe's Home Centers Inc.	87506	09/21/2023	PO 23-4498	-1,105.80
Lowe's Home Centers Inc.	87517	09/21/2023	Credit PO 23-4498	-284.05
Lowe's Home Centers Inc.	87519	09/21/2023	Credit PO 23-4498	-2,183.10
Lowe's Home Centers Inc.	87607	09/21/2023	PO 23-4498 Credits Rec'd	2,603.95

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Lowe's Home Centers Inc.	87608	09/21/2023	PO 23-4498 Credits Rec'd	1,105.80
Department 37 - Public Works Total:				137,537.80
Department: 39 - Utilities				
Tuskaloosa Lawn Equipment L...	224312	09/14/2023	Replacement Parts for Pole S...	52.99
Tuskaloosa Lawn Equipment L...	224312	09/14/2023	Replacement Parts for Pole S...	34.45
Tuskaloosa Lawn Equipment L...	224312	09/14/2023	Replacement Parts for Pole S...	6.49
Tuskaloosa Lawn Equipment L...	225927	09/14/2023	Pole Saw for WTP	769.99
Tuskaloosa Lawn Equipment L...	227113	09/14/2023	Concrete Saw for Distribution	1,319.29
Krebs Engineering Inc.	Proj 21014.08 Inv 9	09/21/2023	Council Approved - Prof Eng S...	2,664.98
Krebs Engineering Inc.	Proj 21050.08 Inv 2	09/21/2023	Council Approved - WWTP Slu...	3,245.12
Krebs Engineering Inc.	Proj 22033.08 Inv 5	09/21/2023	Council Approved - Prof Eng S...	1,167.75
Krebs Engineering Inc.	Proj 23016 Inv 4	09/21/2023	Council Approved - WWTP Out...	4,550.00
Lowe's Home Centers Inc.	972751	09/14/2023	credit	-24.68
Northport Electrical Supply Inc.	V1028393	09/14/2023	Replacement Motor for Filter ...	281.50
Hach	13717968	09/14/2023	Blanket - Lab Chemicals for W...	812.47
Spectrum Business	0105104083023	09/14/2023	11405 Lary Lake Rd 8781 14 1...	89.99
Power and Rubber Supply	3425984	09/14/2023	Hydraulic Hose for Rapix Mix ...	18.59
Cassady Company Inc The	Proj 20-139 Inv 6	09/21/2023	Council Approved - Jackson Tr...	3,348.00
Cassady Company Inc The	Proj 20-141 Inv 15	09/21/2023	Council Approved - Hydraulic...	4,327.87
Cassady Company Inc The	Proj 21-143 Inv 3	09/21/2023	Prof. Eng. Services - Misc. Draf...	1,600.00
DCH Occupational Medicine	00018080-00	09/21/2023	New Hire/Random/Post-Accid...	117.00
Alabama 811	0823051	09/14/2023	Blanket - Monthly Locate Fees	365.93
Global HR Research LLC	13522372	09/21/2023	New Hire Background Checks	73.36
Hach	13722521	09/14/2023	Blanket - Lab Chemicals for W...	655.80
Moore Petroleum Co. Inc.	2324301	09/14/2023	1-000100	5,529.56
Mark Johnson Construction LLC	2779	09/14/2023	Council Approved - Mud Valve...	12,695.00
Parkson Corporation	AR1/51037998	09/14/2023	Grit Bridge Drive Shaft, Hubs, ...	1,460.50
CDW Government LLC	LR32684	09/14/2023	KVM for SCADA at WTP	575.57
Warrior Tractor & Equipment ...	059063	09/21/2023	Water Backhoe #9433 Hyde Li...	167.88
Cassady Company Inc The	Proj 23-106 Inv 2	09/21/2023	Council Approved - Lead Servi...	10,010.45
Pace Analytical LLC	2320411433	09/21/2023	AGENDA - BLANKET - Testing ...	3,037.10
Krebs Engineering Inc.	Proj 21050.08 Inv 3	09/21/2023	Council Approved - WWTP Slu...	1,466.56
Krebs Engineering Inc.	Proj 22033.08 Inv 6	09/21/2023	Council Approved - Prof Eng S...	1,891.70
Krebs Engineering Inc.	Proj 23016 Inv 5	09/21/2023	Council Approved - WWTP Out...	10,375.00
Verizon	334000043954	09/21/2023	UT - GPS	967.40
Turkey Creek Sand & Gravel In...	9940	09/14/2023	Drying Bed Sand for WWTP	2,571.76
Lowe's Home Centers Inc.	01275B	09/14/2023	Blanket - Stock Tools for Distri...	35.61
Lowe's Home Centers Inc.	89622	09/14/2023	Blanket - Misc. Supplies for W...	80.13
Northport Electrical Supply Inc.	F1029051	09/14/2023	Credit	-205.23
Tuskaloosa Tire & Service Cen...	N284477	09/14/2023	WWTP Truck #3950 Tires	325.66
Northport Electrical Supply Inc.	V1029036	09/14/2023	Water Plant - replace outside ...	68.57
Northport Electrical Supply Inc.	V1029052	09/14/2023	Water Plant - outside lights re...	268.68
Ricks Service Co LLC	2308-Hwy171BS-KC	09/14/2023	Council Approved - Hwy 171 B...	7,950.00
Winfield Tool & Equipment Re...	259455-0002	09/14/2023	Blanket - Equipment Rental	642.57
Cintas	4166971730	09/14/2023	Payer # 14385521	149.70
Northport Auto Supply Co. Inc.	100785209	09/14/2023	Pin Connector	13.04
Northport Auto Supply Co. Inc.	100785236	09/14/2023	credit	-13.04
Business Supply & Printing	5162	09/14/2023	Printed Envelopes for Billing O...	87.50
Southern Pipe & Supply	8362357-01	09/14/2023	Butterfly Valve	49.57
USA BlueBook	INV00127818	09/14/2023	Polymer Pump for WWTP	1,594.42
Burnum-Hahn Exterminators I...	INV0020456	09/14/2023	MONTHLY PEST CONTROL	177.00
Tuesday Hardy	INV0020506	09/21/2023	Class B CDL Renewal Reimbur...	58.75
Denali Water Solutions LLC	INV590877	09/21/2023	Council Approved - Sludge Re...	15,457.90
Xerox Corporation	4760690	09/21/2023	Contract Charge 8/29-9/28/23	133.91
Xerox Corporation	4760690	09/21/2023	Contract Charge 8/29-9/28/23	221.70
Xerox Corporation	4760690	09/21/2023	Contract Charge 8/29-9/28/23	133.91
Loader Services & Equipment ...	03-138170	09/14/2023	WWTP Skid Steer Repairs	678.64
Alabama Dept of Environment...	INV0020448	09/14/2023	Grade IV Water Exam Fee	325.00
American Water Works Associ...	INV0020449	09/14/2023	AWWA Annual Membership f...	255.00
Regions Bank	INV0020464	09/14/2023	2016 WS Series - September 2...	4,904.09

Expense Approval Report

Payment Dates: 9/14/2023 - 9/27/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Regions Bank	INV0020465	09/14/2023	2021 A Warrants - September...	16,517.00
Regions Bank	INV0020466	09/14/2023	2021 A Warrants - September...	146,866.33
Michael McDonald	INV0020473	09/14/2023	Reimbursement for Water Gr...	70.00
Alabama Power Company	INV0020487	09/21/2023	1761 Harper Rd 47753-93045	139.04
Northport Auto Supply Co. Inc.	100784879	09/21/2023	WW Truck #3950 Complete T...	946.12
Ferguson Enterprises LLC	1500779	09/14/2023	Council Approved - 3/4" Copp...	2,268.00
Ferguson Enterprises LLC	1500806	09/21/2023	2" to 1" Reducer	30.00
Ferguson Enterprises LLC	1500904	09/21/2023	3/4" x 3/4" Curbstops	504.00
Ferguson Enterprises LLC	1500905	09/21/2023	3/4" Coupling	206.10
Patrick's Wastewater Services ...211		09/14/2023	Council Approved - Contract s...	480.00
Cintas	4167437543	09/14/2023	Payer # 14385564	100.07
Cintas	4167437774	09/14/2023	Payer # 14385434	351.10
Johnathan Nixon	INV0020503	09/21/2023	Reimbursement for WW Grad...	70.00
Snider Tire Inc.	9778323	09/14/2023	Water Dump Truck #1628 Rims	298.00
Alabama Power Company	INV0020539	09/21/2023	SB23192-17002	88,813.26
Lowe's Home Centers Inc.	01191	09/21/2023	Blanket - Stock Tools for Distri...	13.29
Lowe's Home Centers Inc.	01264c	09/21/2023	Blanket - Stock Tools for Distri...	18.99
Cintas	4167758985	09/21/2023	Payer # 14385521	150.21
Lowe's Home Centers Inc.	71415	09/21/2023	Blanket - Misc. Supplies for W...	20.23
Northport Auto Supply Co. Inc.	100787401	09/21/2023	WWTP Truck #7156 Battery	144.63
Empire Pipe and Supply Comp...	2124030	09/21/2023	Council Approved - 3" Master...	5,200.00
Empire Pipe and Supply Comp...	2124409	09/21/2023	Council Approved - 5/8" Mete...	9,786.00
Southern Pipe & Supply	8444123-00	09/21/2023	Probing Rod Tips	14.98
Lowe's Home Centers Inc.	01420	09/21/2023	Blanket - Misc. Supplies for W...	65.99
Ferguson Enterprises LLC	1501766	09/21/2023	Blue Marking Flags	300.00
Northport Auto Supply Co. Inc.	100787466	09/21/2023	WWTP Truck #7156 Window ...	150.84
Winfield Tool & Equipment Re...	259455-0003	09/21/2023	Credit Tax Adjustment	-49.51
Cintas	4168152541	09/21/2023	Payer # 14385564	100.07
Cintas	4168152671	09/21/2023	Payer # 14385434	362.02
Winfield Tool & Equipment Re...	267750-0001	09/21/2023	Blanket - Equipment Rental	196.36
Department 39 - Utilities Total:				383,751.57
Department: 40 - Williamson Cemetery				
Alabama Power Company	INV0020539	09/21/2023	SB23192-17002	33.02
Department 40 - Williamson Cemetery Total:				33.02
Department: 43 - Incentives				
Northport Corners	INV0020490	09/21/2023	Economic Incentive Payment	93,750.00
North Square Properties, LLC	INV0020491	09/21/2023	Economic Incentive Payment	4,039.04
Department 43 - Incentives Total:				97,789.04
Department: 45 - 2019 Additional Sales Tax				
ProSlide Technology Inc	PTI/23/070	09/14/2023	Invoice - Proslide Concept Ma...	12,500.00
TTL Inc.	2126425b	09/14/2023	Master Services Agreement W...	33,875.35
Central Alabama Asphalt & Co...	1113684	09/21/2023	AGENDA 9.07.23 - 75th Ave G ...	49,286.00
Lowe's Home Centers Inc.	975610	09/14/2023	Fitness Court - 1/2" x 5' expans..	35.60
Price Construction Company Ic.	Downtown Streetscape Phase ...	09/14/2023	Downtown Streetscape Impro...	154,111.77
Ready Mix USA LLC	9448791011	09/14/2023	Fitness Court - concrete	2,806.10
Regions Bank	14025	09/21/2023	2023 General Obligation Warr...	901,076.58
TTL Inc.	2128934	09/14/2023	Downtown Streetscape II - TTL...	21,310.36
TTL Inc.	2129278	09/21/2023	Master Services Agreement - ...	10,094.00
TTL Inc.	2129281	09/21/2023	Master Services Agreement W...	40,683.96
Video Industrial Services Inc.	91823	09/21/2023	Quote - Video Industrial Servi...	24,600.00
Department 45 - 2019 Additional Sales Tax Total:				1,250,379.72
Grand Total:				2,478,344.00

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	2,092,138.50
16 - MUNICIPAL GOVERNMENT CAPITAL IMPROVEMENT ...	1,889.55
50 - WATER & SEWER FUND	367,798.95
51 - WATER & SEWER DEVELOPMENT FEES FUND	16,517.00
Grand Total:	2,478,344.00

Account Summary

Account Number	Account Name	Payment Amount
01-10152	Accounts Receivable-AL...	7,985.15
01-13-101-50245	Development Funds - Dis...	1,425.00
01-13-102-50245	Development Funds - Dis...	400.00
01-15-000-50100	Dues	10,495.03
01-15-000-50101	Subscriptions	178.19
01-15-000-50105	Office Supplies	414.90
01-15-000-50250	Community Events	5,035.80
01-15-000-50357	Janitorial Contracts - City...	39.62
01-15-000-50359	Fuel & Oil	915.35
01-15-000-50366	Maintenance & Repair - ...	314.95
01-15-000-50383	Repair - Facilities	7,991.41
01-15-000-50456	Service Contracts	355.14
01-15-000-50501	Utilities - Power	10,204.71
01-15-000-50561	Pest Control	79.00
01-15-000-50590	Utilities - Other	570.22
01-15-600-70008	Series 2016 Warrants	19,616.35
01-15-600-70010	Series 2021 B Warrants	48,505.29
01-16-000-50105	Office Supplies	485.93
01-16-000-50112	Advertising	348.95
01-16-000-50247	Outsourced Legal Servic...	4,512.50
01-17-000-50105	Office Supplies	189.66
01-17-000-50107	Office Furniture	6,311.96
01-17-000-50127	Software - License & Ma...	5,391.63
01-17-000-50223	Translator Expenses	340.00
01-17-000-50312	Cell Phones	46.83
01-17-000-50359	Fuel & Oil	143.27
01-17-000-50499	State & County Court Co...	69,055.10
01-22-000-50105	Office Supplies	531.73
01-22-000-50106	Office Equipment	1,921.48
01-22-000-50109	Equipment - Routers & S...	1,998.60
01-22-000-50111	Software - License & Ma...	24,419.00
01-22-000-50210	Professional Services	911.25
01-22-000-50289	Non-Uniform Shirts and ...	1,013.38
01-22-000-50312	Cell Phones	54.79
01-22-000-50348	Utilities - Internet	5,895.15
01-22-000-50376	Service Contracts	2,240.00
01-25-000-50105	Office Supplies	458.44
01-26-000-50030	Other Personnel Expens...	15.00
01-26-000-50105	Office Supplies	774.36
01-26-000-50210	Professional Services	1,250.00
01-26-000-50267	Personnel Legal Expenses	1,600.00
01-26-000-50340	Drug Testing - Random	375.00
01-28-000-50105	Office Supplies	5,330.62
01-28-000-50112	Advertising - Admin	165.20
01-28-000-50175	Sundry Expense	1,495.00
01-28-000-50312	Cell Phones	46.49
01-28-116-50112	Advertising - Planning C...	242.55
01-28-117-50112	Advertising - ZBA	82.95
01-28-600-80000	Equipment	33,848.00

Account Summary

Account Number	Account Name	Payment Amount
01-32-000-50283	Uniforms	391.71
01-32-000-50312	Cell Phones	49.99
01-32-000-50422	Meals	55.30
01-32-000-50503	Utilities - Power - Traffic ...	828.19
01-32-000-50504	Power - Street Lights	31,070.65
01-32-600-80000	Equipment	47,601.00
01-32-600-81005	MPO - Main Avenue	51,918.87
01-32-600-81006	Corrograted Pipe/Sanitary..	13,216.55
01-33-000-50010	Hiring & Recruitment Ex...	943.45
01-33-000-50104	Printing & Duplication	66.37
01-33-000-50108	Equipment - Computers...	875.02
01-33-000-50175	Sundry Expense	123.03
01-33-000-50312	Cell Phones	2,412.08
01-33-000-50359	Fuel & Oil	11,028.77
01-33-000-50361	Maintenance - Public Saf...	8.98
01-33-000-50363	Maintenance Contracts -...	102.60
01-33-000-50367	Maintenance & Repair - ...	4,232.56
01-33-000-50368	Maintenance & Repair - ...	108.13
01-33-000-50382	Repair - Public Safety C...	4.20
01-33-000-50420	Travel	76.14
01-33-000-50422	Meals	115.35
01-33-000-50502	Utilities - Power	10,511.74
01-33-000-50562	Pest Control	179.00
01-33-000-50563	Utilities - Power - Comm...	1,846.14
01-35-210-50010	Hiring & Recruitment Ex...	2,580.68
01-35-210-50104	Printing & Duplication	312.90
01-35-210-50111	Software - License & Ma...	14,429.41
01-35-210-50211	Professional Medical Ser...	12,000.00
01-35-210-50283	Uniforms	94.98
01-35-210-50312	Cell Phones	458.79
01-35-210-50359	Fuel & Oil	2,421.86
01-35-210-50402	Training - Departmental	1,885.20
01-35-210-50410	Maintenance & Repair - ...	459.52
01-35-210-50411	Maintenance & Repair - ...	168.72
01-35-210-50426	SCBA	846.66
01-35-210-50500	Utilities - Power	6,333.50
01-35-210-50560	Pest Control	286.00
01-35-212-50380	Repairs - Station 2	330.00
01-35-213-50380	Repairs - Station 3	26.33
01-35-214-50380	Repairs - Station 4	2,558.16
01-35-215-50227	Equipment - Engine 1	15.51
01-35-221-50242	Medical Supplies - Engin...	2,683.35
01-35-223-50242	Medical Supplies - Rescue	1,410.00
01-35-600-80000	Equipment	9,889.63
01-37-310-50010	Hiring & Recruitment Ex...	1,066.30
01-37-310-50101	Subscriptions	513.00
01-37-310-50104	Printing & Duplication	322.96
01-37-310-50105	Office Supplies	527.81
01-37-310-50112	Advertising	295.00
01-37-310-50261	Contract Shirts & Pants	1,552.68
01-37-310-50277	Janitorial Supplies	1,135.12
01-37-310-50289	Non-Uniform Shirts and ...	225.00
01-37-310-50305	Contract Services	875.00
01-37-310-50307	Tree Trimming Services	2,800.00
01-37-310-50312	Cell Phones	117.55
01-37-310-50334	Equipment Rental	942.79
01-37-310-50353	Claims	284.88
01-37-310-50359	Fuel & Oil	13,123.99

Account Summary

Account Number	Account Name	Payment Amount
01-37-310-50400	Training	38.75
01-37-310-50451	Solid Waste Authority C...	22,065.68
01-37-310-50458	Landfill - Advanced Disp...	23,044.00
01-37-310-50500	Utilities - Power	6,096.04
01-37-310-50503	Power - Traffic Signals	2,764.58
01-37-310-50560	Pest Control	79.00
01-37-311-50234	Supplies - Beautification	490.27
01-37-311-50387	Supplies - Community Ev...	468.39
01-37-312-50221	Hand Tools - Construction	50.00
01-37-312-50234	Supplies - Construction	6,137.28
01-37-312-50238	Personal Safety Supplies ...	150.40
01-37-314-50221	Hand Tools - Maintenanc...	67.65
01-37-315-50234	Supplies - Rights of Way	15.18
01-37-315-50238	Personal Safety Supplies ...	149.32
01-37-316-50227	Equipment - Shop	50.61
01-37-316-50234	Supplies - Shop	996.81
01-37-318-50360	Maintenance - Public W...	11.96
01-37-318-50380	Repairs - Public Works B...	3,944.22
01-37-320-50360	Maintenance - Garbage ...	11.26
01-37-321-50380	Repairs - Heavy Equipm...	1,150.11
01-37-322-50380	Repairs - Heavy Trucks	220.25
01-37-323-50380	Repairs - Trash Trucks	108.86
01-37-324-50360	Maintenance - Vehicles	48.50
01-37-324-50380	Repairs - Light Duty Vehi...	5,280.37
01-37-325-50360	Maintenance - Trailers &...	24.25
01-37-326-50360	Maintenance - Mowers ...	1,050.97
01-37-326-50380	Repairs - Mowers & Light..	241.57
01-37-327-50360	Maintenance - Buckhead...	1,649.00
01-37-328-50227	Equipment - Traffic	166.05
01-37-328-50234	Supplies - Traffic	775.50
01-37-328-50362	Maintenance - Street Lig...	16.79
01-37-328-50381	Repairs - Street Lights	67.90
01-37-328-50384	Repairs - Traffic Signals	7,700.00
01-37-331-50380	Repairs - Recycling Trucks	8.01
01-37-600-80000	Equipment	27,359.99
01-37-600-80004	Grant Assets	1,256.20
01-40-000-50500	Utilities - Power - Willia...	33.02
01-40001	City Sales Taxes	87.64
01-40275	Miscellaneous Revenue	83,333.33
01-43-000-60901	Northport Corners LLC	93,750.00
01-43-000-60902	North Square Property	4,039.04
01-45-000-54002	Sports Complex	74,559.31
01-45-000-54003	Water Park Engineering	12,500.00
01-45-000-54005	Adventure Park	10,094.00
01-45-000-54007	Series 2023 Warrants	901,076.58
01-45-000-54303	Drainage Study/Repair - ...	24,600.00
01-45-000-54304	Dirt Road Infrastructure ...	49,286.00
01-45-000-54400	Economic & Community ...	2,841.70
01-45-600-54201	Downtown Streetscape	175,422.13
16-15-600-80003	Public Buildings	1,889.55
50-39-510-50010	Hiring & Recruitment Ex...	190.36
50-39-510-50100	Dues	395.00
50-39-510-50106	Office Equipment	133.91
50-39-510-50261	Contract Shirts and Pants	1,213.17
50-39-510-50305	Contract Services	845.93
50-39-510-50359	Fuel & Oil	5,529.56
50-39-510-50371	Maintenance - Facilities	-24.68
50-39-510-50376	Service Contracts	967.40

Account Summary

Account Number	Account Name	Payment Amount
50-39-510-50394	Repairs - Heavy Equipm...	846.52
50-39-510-50396	Repairs - Vehicles	1,865.25
50-39-510-50403	Training - Technical	383.75
50-39-510-50500	Utilities - Power	88,952.30
50-39-510-50550	Pest Control	177.00
50-39-510-50590	Utilities - Other	89.99
50-39-511-50104	Printing & Duplication	87.50
50-39-511-50106	Office Equipment	221.70
50-39-512-50106	Office Equipment	133.91
50-39-512-50108	Equipment - Computers...	575.57
50-39-512-50306	Emergency Repairs - Wa...	12,695.00
50-39-512-50309	Hand Tools and Equipm...	769.99
50-39-512-50313	Laboratory Supplies	1,468.27
50-39-512-50336	Repairs	623.82
50-39-512-50360	Maintenance	68.57
50-39-513-50323	Sludge Disposal	15,457.90
50-39-513-50336	Repairs	5,626.68
50-39-513-50454	Testing & Professional S...	3,037.10
50-39-514-50214	Professional Engineering...	1,600.00
50-39-514-50309	Hand Tools and Equipm...	67.89
50-39-514-50430	Equipment Rental	789.42
50-39-514-50431	Construction & Repair S...	583.57
50-39-514-50473	Inventory Supplies	2,789.08
50-39-514-50477	Water Meters	14,986.00
50-39-514-60015	Equipment - Other	1,319.29
50-39-600-70008	Series 2016 Warrants	4,904.09
50-39-600-70010	Series 2021 A Warrants	146,866.33
50-39-600-81202	WTP SCADA	2,664.98
50-39-600-81203	WTP Roof Rehab	3,059.45
50-39-600-81302	WWTP Outfall Enhance...	14,925.00
50-39-600-81402	Hydraulic Model-Water ...	4,327.87
50-39-600-81406	Jackson Water Tank Reh...	11,298.00
50-39-600-81408	Lead Service Line Invent...	10,010.45
50-39-600-81601	ARPA WWTP - Sludge Pr...	4,711.68
50-40114	Bad Debt Collections	564.38
51-39-600-70010	Series 2021 A Warrants	16,517.00
Grand Total:		2,478,344.00

Project Account Summary

Project Account Key	Payment Amount
None	2,478,344.00
Grand Total:	2,478,344.00



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: October 2, 2023

SUBJECT: Purchase Requisition - Testing at Water Treatment Plant and Wastewater Treatment Plant, Pace Analytical Services, LLC, \$68,000.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisitions to Pace Analytical Services, LLC, is for testing at both the Water Treatment Plant and the Wastewater Treatment Plant. The testing at the Wastewater Treatment Plant, consists of testing for E. coli, BOD, TSS, NH₄, and TKN. The testing at the Water Treatment Plant consists of Coliform, TOC's, SOC's, IDSE and DSE. The yearly cost for testing at the WWTP is \$34,000.00 and the yearly cost for the WTP is \$34,000.00. This testing is required by ADEM.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50454 Amount: \$34,000.00

GL Code No. 50-39-512-50454 Amount: \$34,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$68,000.00 to Pace Analytical Services, LLC.



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: October 2, 2023

SUBJECT: Purchase Requisition - Mixer with Motor for Aeration Basin #3 at Wastewater Treatment Plant, J.H. Wright & Associates, \$22,900.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The attached purchase requisition to J.H. Wright & Associates, in the amount of \$22,900.00, is for a new Wilo Mixer with Motor for the #3 Aeration Basin at the Wastewater Treatment Plant. This price includes freight and a standard warranty. The current mixer and motor have served its useful life and needs to be replaced in order to continue running the plant properly.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50336 Amount: \$22,900.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$22,900.00 to J.H. Wright & Associates.



J. H. WRIGHT & ASSOCIATES
P. O. BOX 1085
DAPHNE, AL
PHONE 888-655-7867 / 251-621-1491
FAX 251-621-8111

QUOTATION # MS0823-17, R1
DATE: 9/8/2023

PREPARED BY:
Martin Stap

TO:	<u>Wesley Cunningham, WWTP Sup.</u>	PROJECT:	<u>Wilo Mixer Repair</u>
COMPANY:	<u>City of Northport Utilities</u>	LOCATION:	<u>Northport, AL</u>
	<u>3950 3rd Street South</u>		
	<u>Northport, AL 35476</u>		
PHONE:	<u>(205) 792-4859</u>	ENGINEER:	<u>NA</u>
EMAIL:	<u>wcunningham@cityofnorthport.org</u>	CONTACT:	<u>NA</u>
CREDIT TERMS:	<u>Net 30 Days</u>	SPECS PROVIDED VIA:	
DELIVERY:	<u>See Below</u>	FREIGHT:	<u>Allowed/Delivered</u>

QUANTITY

DESCRIPTION

1 TR60-2.30-4/8V, 3.4HP, 460V, 3 Phase Mixer

Option 1: Repair with rebuilt motor and rebuilt mixer

- 1 PLANETARY STAGE V I=5,59 F4339108
- 2 BALL BEARING 6209 WITH 2 SHIELD
- 2 SHAFT SEAL RING A45X85X10
- 1 ELBOW PENCIL ELECTRODE G1/2 15M SET
- 1 MECHANICAL SHAFT SEAL EMG 1/35-G4-Q7Q7V
- 1 GUARD RING D.63, 5/59, 5A4 VP
- 1 O-RING ID .35,0X2,5 VITON 70SR
- 1 O-RING ID .55, 0X2,5 VITON 70SR
- 1 JAX WHITE MINERAL OIL 15, 5 US GAL PAIL
- 1 REBUILT MOTOR FROM GULF COAST ELECTRIC
- 1 REP.KIT 1 TR50-... 90-2, BG75-2
- 1 MECH.SEAL EMG1/30-G4 Q7Q1VGG/Y10 VP

TOTAL SELLING PRICE \$16,030

Lead time 4 weeks ARO

Option 2: New motor and mixer

- 1 TR60-2.30-4/8V 460V WILO MIXER W/ MOTOR

TOTAL SELLING PRICE \$22,900

Lead time 6 weeks ARO

- Notes:**
- 1. Freight IS included in the pricing
 - 2. Manufacturer's standard pump warranty applies
 - 3. Sales tax will be added unless tax exemption documentation is provided to JHW
 - 4. Optional startup not included in total selling price: \$1400/day
 - 5. No installation cost is included in total selling price

- | | |
|---|---|
| 1 | Due to today's highly volatile materials and labor market, pricing is guaranteed for only 30 days from the date of this quote. |
| 2 | Under no circumstances are "Retainage Fees" allowed. |
| 3 | All material is subject to the design engineer's final approval of submittals. |
| 4 | Our prices do not include any Federal, State or Local sales taxes. |
| 5 | All quotations are for material only and do not include any labor or installation unless otherwise noted. |
| 6 | Manufacturer's standard warranty applies to all products. |
| 7 | JHW standard terms and conditions apply (see attached). |
| 8 | Should the services of a collection agency, attorney, or other legal service become necessary for collection, purchaser shall assume responsibility for all expenses accrued in the collection process. |
| 9 | Any material held at JHW's warehouse will be invoiced based on customer's original required date and payment is due per the terms described in "Credit Terms" above. |

The undersigned agrees to, and has the authority to, bind purchaser to the terms and conditions and equipment above:

SIGNATURE: _____

DATE: _____

**EXCLUSION OF WARRANTIES AND STANDARD TERMS & CONDITIONS OF SALE AND
QUOTATIONS IMPOSED BY J.H. WRIGHT & ASSOCIATES ("SELLER")**

QUOTATIONS:

A. This offer to sell is expressly conditioned on Purchaser's acceptance of all the terms and conditions hereof, which shall take precedence over any inconsistent, contradictory or additional terms and conditions contained in any request for quotation, purchase order or other document furnished by Purchaser in connection with this transaction, whether such documents are exchanged simultaneously with this offer, prior to, or subsequent thereto, and Purchaser's acceptance and receipt of the goods shipped hereunder shall constitute acceptance of such terms and conditions contained herein. Seller shall not be deemed to have accepted any terms or conditions contained in any request for quotation, purchase order, or other document furnished by Purchaser in connection with this offer which are additional to or different from the terms and conditions contained herein. Any contract formed as a result of an exchange of documents between Seller and Purchaser shall consist solely of all the terms and conditions in this document and shall not consist of any other terms or conditions, and any such contract shall be governed by law of the State of Alabama.

B. All quotations by Seller are void 30 days after issuance unless otherwise stated. Stenographic and clerical errors in Seller's quotation are subject to correction.

C. All quotations by Seller are subject to acceptance by the manufacturer of the equipment involved and credit approval by both Seller and the manufacturer.

SALES:

A. Seller shall have, and the Purchaser hereby grants, a security interest and lien on all goods sold by Seller to Purchaser as security for payment of the invoice price and upon request. Purchaser shall provide an executed financing statement showing such security interest and lien. Seller shall have all rights under the Alabama Uniform Commercial Code.

B. Unless otherwise stated, payment terms are net 30 days from shipment. Overdue invoices shall be subject to 1¼% per month service charge. 1¼% per month (18% annually) or, alternatively, at the maximum commercial rate allowable under governing state law at the time the charges are incurred. All costs of Seller, including but not limited to all court costs and attorney fees, resulting from collection efforts will be added to the invoice total.

C. All sales, use or excise taxes are excluded from Seller's quoted prices and are to be paid by the Purchaser. Seller is authorized to collect sales taxes only in the States of Alabama, Florida, Mississippi, and Louisiana and Purchaser shall provide if applicable, acceptable certification that it is exempt from such taxes, and in all other jurisdictions, Purchaser shall reimburse the proper tax authorities.

D. Upon acceptance by Purchaser, orders cannot be cancelled without the written consent of Seller and then only upon the payment of reasonable and proper cancellation charges (which shall be based upon Seller's costs incurred and lost profits).

LIMITS ON LIABILITY:

A. SELLER, NOT BEING THE MANUFACTURER OF THE EQUIPMENT, MAKES NO EXPRESS OR IMPLIES WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR ANY REPRESENTATION WITH RESPECT TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS. Any warranties on the equipment quoted herein are provided by the manufacturer of the equipment. In general, industrial equipment manufacturers give the following warranties:

1) The equipment is free from defects in material and workmanship for one year from placement in service or eighteen months from shipment.

2) Liability is limited to the cost of defective parts replaced during regular business hours at the manufacturer's facility – no freight charges, incidental damage, loss of profits, or other incidental damage, loss of profits, or other incidental or contingent costs and damages are included and in no event is liability to exceed the cost of the equipment involved.

3) No warranties are made as to fitness for a particular service, merchantability, or corrosion or erosion resistance of any material. No warranties apply to abused or neglected equipment.

4) The Buyer hereby acknowledges and agrees, though free from defects in material and workmanship at the time of shipment, that the useful life of goods sold by Seller will vary depending upon the Buyer's frequency of use, application and other factors, with regard to such goods. In that respect, notwithstanding any other provision to the contrary, the Seller specifically does not warrant the useful life of any product

BECAUSE SPECIFIC MANUFACTURER'S WARRANTIES MAY VARY, IT IS THE RESPONSIBILITY OF THE PURCHASER TO VERIFY THE APPLICABLE WARRANTY FOR SPECIFIC EQUIPMENT; on request, Seller will provide the Purchaser with the specific warranties of the manufacturer of the equipment.

DELIVERY OF MATERIALS:

A. Quoted shipment times are approximate, and while Seller will make every effort to have shipment made within the quoted time, Seller cannot be responsible for failure of its suppliers to perform or for acts or events beyond Seller's control. In no event shall Seller's quoted shipment dates be construed as falling within the meaning of "time is of the essence," and Seller shall not be liable for any incidental damage, loss of profits, or their consequential damages as a result of delay in shipment or for any other reason.

B. If materials are to be delivered by Seller, the delivery site must be accessible and traversable by Seller's delivery truck. Accessibility shall be determined solely by Seller's delivery driver. In the event that the delivery site is inaccessible or untraversable, Buyer agrees to furnish, at its own costs, all work, labor and/or equipment necessary to have the materials delivered to the delivery site. In the event delivery is demanded over the driver's objection, Buyer agrees to pay all costs incurred in the removal of said delivery vehicle from the delivery site.

C. It is Buyer's responsibility to unload materials at the delivery site. If Seller's delivery driver assists Buyer, Buyer agrees that such employee is acting solely at the instruction of the buyer and buyer agrees to hold Seller harmless and indemnify Seller for any and all damage and liabilities incurred as a result of such use and control of Seller's personnel.

D. Buyer hereby authorizes Seller to deliver materials to the delivery site and agrees to have an agent present to accept delivery of the materials. Buyer hereby authorizes anyone present at the delivery site to accept delivery of the materials. However, in the event that no agent is present and unless otherwise agreed in writing, Buyer authorizes Seller to leave the materials and delivery ticket at the delivery site even when no one is present at the delivery site. Buyer agrees that upon delivery of the materials as provided to herein, the materials become the sole responsibility of the Buyer and all risks of loss and liability transfer to Buyer.

(continued on page 2)

Initials	Date
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Continued on Next Page

E. Buyer agrees to inspect the materials immediately upon delivery to the delivery site and prior to using or incorporating the materials into any project. Notice of rejection of materials and/or of any alleged nonconformity of defect (collectively "nonconformity") of the materials must be made in writing and delivered to Seller within 24 hours of delivery of the materials. Such notice must state the basis of the rejection and/or any alleged nonconformity of the materials, and also must describe with particularity and portion of the shipment that is alleged to be nonconforming and/or is being rejected. Seller shall have the right to make an on-site inspection of any such materials. Unless Buyer timely gives such notice, Buyer will be deemed to have accepted the materials and agreed that they are without any nonconformity.

INTEGRATION AND MODIFICATION:

A. The terms of this CREDIT AGREEMENT are intended by the parties as the final expression of their agreement with respect to its terms and the CREDIT AGREEMENT is intended to be a complete and exclusive statement of its terms.

B. This CREDIT AGREEMENT may be modified or rescinded only by a writing signed by both of parties or their duly authorized agents.

C. In the event the terms as stated herein differ in whole or in part from those on an invoice or purchase order, then the parties agree the terms herein shall control.

D. Buyer's addition to or variance of the terms herein shall be deemed a counteroffer and of no effect unless accepted and initialed by Seller in writing.

ASSIGNMENT:

No rights of Buyer hereunder or arising out of any sale may be assigned without the express written consent of Seller, which consent shall not be unreasonably withheld. Buyer agrees that no assignment of rights will release Buyer from its obligations under the CREDIT AGREEMENT, unless such a release is expressly stated in Seller's written consent.

CHOICE OF LAW AND VENUE:

The parties agree that the law of the State of Alabama shall govern all disputes arising out of this CREDIT AGREEMENT or any order pursuant thereto except to the extent that Seller's lien rights are governed by other law. The parties mutually agree that any litigation necessary to enforce a party's rights under and pursuant to this CREDIT AGREEMENT may be instituted only in the Circuit Court or District Court of Baldwin County, Alabama or in the United States Federal District Court for the Southern District of Alabama located in Mobile, Alabama, both of which are acknowledged to be the principal place of business of J.H. Wright and Associates and the location where this agreement is consummated and executed. The customer specifically waives and relinquishes any claim to an alternative venue or forum and specifically waives and disclaims any right to challenge the venue or jurisdiction of the aforesaid courts to hear and determine any dispute by and between the parties.

ELECTRONIC DATA EXCHANGE:

The parties may execute a Order Acknowledgement by transmitting and receiving the data contained in the Order Acknowledgement electronically rather than in paper form. To provide the legal validity and enforceability of such Order Acknowledgement, the parties further agree that the data transmitted herein will be considered "in writing" and to have been "signed." The parties agree not to contest the validity or enforceability of an Order Acknowledgement because of the electronic origination, transmission, storage or handling of such Order Acknowledgement. Any computer printout of the data contained in the Order Acknowledgement will be considered an "original when maintained in the ordinary course of business and will be admissible as between the parties to the same extent and under the same conditions as other business records maintained in documentary form. The parties agree to properly use those security procedures which are reasonably sufficient to ensure that a transmission of the data contained in a Order Acknowledgement is authorized and to protect its business records and data from improper sources.

I have read and fully understand the above terms and conditions.

Signature

Date



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: October 2, 2023

SUBJECT: Invoice - Central Alabama Asphalt & Construction Company, LLC - Tuscoba Loop Grading and Bituminous Surface Treatment (\$49,286.00)

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 in the amount of \$49,286.00 to Central Alabama Asphalt & Construction Company, LLC for grading and bituminous surface treatment on Tuscoba Loop. The invoice is attached.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54304 Amount: \$49,286.00

Motion for Consideration:

I move that the City Council authorize payment of an invoice in the amount of \$49,286.00 to Central Alabama Asphalt & Construction Company, LLC for grading and bituminous surface treatment on Tuscoba Loop.



Central Alabama Asphalt & Construction Company, LL
PO Box 20766
Tuscaloosa, AL 35402
205-349-0910
marcusbarr@centralalabamaasphalt.com

Invoice 1113684

Reg. 234833

BILL TO
City of Northport.

DATE
08/04/2023

PLEASE PAY
\$49,286.00

DUE DATE
09/01/2023

DESCRIPTION	QTY	RATE	AMOUNT
Tuscoba Loop			
Paving	1	49,286.00	49,286.00
Grading and Bituminous Surface Treatment			

TOTAL DUE

\$49,286.00

THANK YOU.

Amount \$ 01-45-000-54304 JEN
W 9/21/23



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: October 2, 2023

SUBJECT: Purchase Requisition - Traffic Loop Replacement - \$5,872.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Brooke Starnes

Summary:

The requisition to Premier Service Company, Inc. in the amount of \$5,872.00 is for a traffic loop replacement at Highway 69 and Park Street.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-328-50384 Amount: \$

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,875.00 to Premier Service Company, Inc.



ELECTRICAL PROPOSAL

TO: CITY OF NORTHPORT
Attn: Luke Richardson

DATE: August 01, 2023

PROJECT: CITY OF NORTHPORT – HWY 69 AND PARK STREET – TRAFFIC LOOP REPLACEMENT

LOCATION: Northport, Alabama

We hereby submit the enclosed proposal for:

Division 26—Electrical:

Base Price includes Electrical/Loop Wire Replacement per conversation with Luke Richardson and with the following notation(s):

INCLUDES:

- License.
- Insurance.
- Sales Tax.
- Replacement the loop wire for the Phase 7 turn lane on the eastern side of this intersection for traffic to turn south onto Highway 69 from Park Street/12th Street.
- We will saw cut a 6' wide X 50' long loop in the asphalt of this turn lane and saw cut the asphalt and concrete island over to the pole where the existing homerun loop wire has been coiled up by the maintenance department in the existing traffic signal pole on the NE corner of the intersection.
- We will provide and install a new loop wire in the area sawcut and run it over to the existing traffic signal pole where the existing homerun cable is coiled up and make connection to this existing cable.
- We will provide and install loop sealant over the opening that we saw cut open in the asphalt and concrete island over to the existing traffic signal pole.
- We will monitor the loop system after installation for proper operation and do so in the presence of someone with the City of Northport.
- We would need at least a seven to ten day (7 – 10 days) notice ahead of when work would need to begin so we can have time to call in line locations in the areas and so we would have time to schedule our manpower to mobilize.
- We assume that the existing home run cable and the existing controller and loop detection equipment in the cabinet are operational and do not need any modifications and/or adjustments.
- Clean-up of water and sludge debris at work site(s).

EXCLUDES:

- Any bonding.
- Any concrete and/or asphalt replacement.
- Any rock excavation and/or removal.
- Any engineering and/or design drawings.
- Any striping or restriping of lines for traffic control.
- Any grass, landscape, and sod repair and/or replacement.
- Any irrigation work and/or repair.
- Any modifications and/or additional equipment needed for proper operation inside the existing traffic control cabinet.
- Any uniformed policemen for traffic control while work is being performed. We assume if the City wants uniformed officers in place, the City will provide them at no cost to Premier Service Company.

BASE PRICE: \$ 5,872.00

1201 15TH STREET - TUSCALOOSA, AL 35401 - (205) 752-6332 - FAX (205) 752-1726 - EST. FAX (205) 345-3679

E-mail: kmichaels@psc1201.com ~ Web Page: www.psc1201.com



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: October 2, 2023

SUBJECT: PO, Requisition, IT Main Avenue Project, \$16,932.85

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests requisition approval to Bion Security for internet and security protection for the Downtown Main Avenue Project. Total cost \$16,932.85.

Recommendation:

Funding Source/GL Code:

GL Code No. 01-22-600-80000 Amount: \$16,932.85

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$16,932.85 to Bion Security.

Estimate



ADDRESS
Scott Murphy City Of Northport PO BOX 569 Northport, Alabama 35476

SHIP TO
Scott Murphy City Of Northport PO BOX 569 Northport, Alabama 35476

ESTIMATE #	DATE	EXPIRATION DATE
1187	09/25/2023	09/30/2023

REFERENCE

CNP-OutdoorWireless-Sept23Final

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Extreme Cloud IQ Pilot Saas Subscription and EW Saas support for one device one year ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for one (1) device (1 year)	3	450.00	1,350.00
	AP5050D Outdoor Internal Directional Antenna Tri Radio WiFi 6E AP (4x4:4), 2.4 GHz, 5GHz, 6GHz & Multirate Port, Directional Antennas: software selectable: 30 degrees or 70 degrees. Mounting sold separately. Domain: World Sku	3	4,999.00	14,997.00
	AP5050D Support EW TAC & OS AP5050D-WW	3	75.00	225.00
	Outdoor Mounting Hardware KIT FOR OUTDOOR ACCESS POINTS- STAINLESS STEEL FOR HARSH ENVIRONMENTS	3	326.00	978.00
	Outdoor AP Ext Arm Hardware OUTDOOR AP 12 IN EXT ARM FOR MNTG KIT	3	197.00	591.00
	AP1130 Marine grade Metal Hose Strap for 3-15 in diameter pole (Larger Pole) AP1130 Marine grade Metal Hose Strap for 3-15 in diameter pole (Larger Pole)	3	22.00	66.00
	Single Port Midspan Single-port wireless midspan unit is used to power the access point for outdoor installations. The PoE unit is fully IEEE 802.3af and/or 802.3at compliant and offers surge and lightning protection.	3	138.00	414.00
	BION Remote Install BION remote install fee	5	260.00	1,300.00

Terms & Conditions

Purchase orders can be emailed to info@bionsecurity.com.

Net 30 days unless otherwise approved by "BION Security LLC."

BION Security accepts Mastercard, Visa, and American Express Credit Cards on all transactions under \$75,000.00.

SUBTOTAL	19,921.00
DISCOUNT 15%	-2,988.15
TOTAL	\$16,932.85

Accepted By

Accepted Date

Terms & Conditions

****Purchase orders can be emailed to info@bionsecurity.com.****

Net 30 days unless otherwise approved by "BION Security LLC."

BION Security accepts Mastercard, Visa, and American Express Credit Cards on all transactions under \$75,000.00.



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: October 2, 2023

SUBJECT: Purchase Requisition, Meal Reimbursement, Chief Burton, \$28.82

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Haley Abbett

Approved By: Gerald Burton

Summary:

This is a request for meal reimbursement for Chief Burton. Expense occurred during a trip to Albertville, AL to attend the funeral for a former Northport Police Department officer.

Recommendation:

That this request be passed.

Funding Source/GL Code:

GL Code No. 01-33-000-50422 Amount: \$28.82

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$28.82.

Burton Church
Funeral
Trp

STORE # AL-4066
5431 Patrick Way Suite 113
Trussville, AL 35235
Phone 205-484-5443

9/21/2023 1:52:13 PM
Order Id: AAB2ELSAEA9
48 - FIVE GUYS
Employee: Alonzo G

48

1 Cheeseburger	\$11.39
Tomatoes	\$0.00
Pickles	\$0.00
Mustard	\$0.00
Ketchup	\$0.00
Grilled Onions	\$0.00
Grilled Mushrooms	\$0.00
GRILLED Jalapeno Peppers	\$0.00
1 Cheeseburger	\$11.39
BBQ Sauce	\$0.00
Tomatoes	\$0.00
Sub Total	\$22.78
Sales Tax	\$2.28
Order Total	\$25.06
Visa	\$25.06
TIP AMOUNT	\$3.76
AUTHORIZED AMOUNT	\$28.82
Card#: *****3321	
Authorization: 071051	

AID: A0000000980840

--> Order Closed <--

Don't throw away your receipt!!!

Help Five Guys and you could win!
Log online to www.fiveguys.com/survey
and fill out a brief survey!

10 lucky people will win a
Five Guys Gift Card each month
worth \$50 each!

No purchase necessary
Sweepstakes ends 12/31/2023.
Must be at least 18 years old and
submit survey within 30 days
of the receipt date to enter.
Please visit www.fiveguys.com/survey
for Official Rules and how to enter
without making a purchase or
completing a survey.
Void where prohibited.



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

AGENDA ITEM NO. 11.b.1.

MEETING DATE: October 2, 2023

SUBJECT: Resolution authorizing a Project Development Agreement by and between the City of Northport, Alabama and Diamond Jim's & Mrs. Donna's of Northport, LLC

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Attached is a resolution authorizing a Project Development Agreement by and between the City of Northport and Diamond Jim's & Mrs. Donna's of Northport, LLC. This agreement will assist with the economic development of certain vacant commercial land located in Northport, Alabama. The Project will have a total capital investment by Developer estimated at approximately \$1,700,000.00. The construction and development of the project site and the operation of the project is expected to generate significant annual taxable sales and the substantial creation of full and part-time jobs, many of which may be filled by residents of the City. Under the proposed agreement, the City proposes to rebate the Developer an amount equal to one-half (1/2) of the City Sales Tax Revenue actually collected and received by the City from the net taxable sales generated by the project located on the project site during the term of the proposed agreement (the "City Project Sales Tax Payments"), provided that the amount rebated to developer shall not exceed \$500,000.00. The proposed agreement terminates on the date that is the earlier of 1) the date on which the city has paid to developer the city project sales tax payments in the sum total of \$500,000.00, 2) the date on which the agreement is terminated pursuant to the provisions of Article II or Article V of the proposed agreement, or 3) seven (7) years from the commencement date of the proposed agreement.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move the adoption of a resolution authorizing the Project Development Agreement by and between the City of Northport and Diamond Jim's & Mrs. Donna's of Northport, LLC.

RESOLUTION NO. 2023-_____

A RESOLUTION AUTHORIZING THE PROJECT DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF NORTHPORT, ALABAMA AND DIAMOND JIM'S & MRS. DONNA'S OF NORTHPORT, LLC

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

Section 1. **Findings.** The City Council of the City of Northport, Alabama (the "Council"), which is the governing body of the City of Northport, Alabama (the "City"), upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine, and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the City and Diamond Jim's & Mrs. Donna's of Northport, LLC, an Alabama limited liability company (the "Developer") have prepared that certain Project Development Agreement to be effective as of October 3, 2023 (the "Development Agreement"), attached hereto as Exhibit A and expressly incorporated herein by reference.

(b) Conditioned on the incentives described in the Development Agreement, Developer proposes to construct and operate an Eligible Steakhouse Restaurant (the "Project") on certain vacant commercial land located in Northport, Alabama (the "Project Site").

(c) "Eligible Steakhouse Restaurant" is defined in the Development Agreement as a high-quality, full-service restaurant primarily engaged in serving steaks, seafood, and related entrées to patrons who order and are served through waiter or waitress service while seated and who pay after eating that is of equal or greater quality as the Diamond Jim's and Mrs. Donna's Steakhouse located in Livingston, Alabama, as of the Effective Date of the Development Agreement; provided, however, that an Eligible Steakhouse Restaurant shall never include a Fast Casual Restaurant, Fast Food Restaurant, convenience store, or any other type of quick-service restaurant or commercial activity.

(d) The Project will have a total capital investment by Developer estimated at approximately \$1,700,000.00.

(e) In accordance with Amendment No. 772 to the Constitution of Alabama (1901), as amended (Section 94.01 of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772"), the City is authorized to, among other things, grant public funds and things of value in aid of or to any individual, firm, corporation, or other business entity, public or private, for the purpose of promoting the economic development of the City, after compliance with certain conditions set forth in Amendment No. 772.

(f) In the Development Agreement, as an incentive for Developer's agreement to construct, develop, and operate the Project on the Project Site, the City agrees to rebate to

Developer an amount equal to one-half (1/2) of the City Sales Tax Revenue actually collected and received by the City from the Net Taxable Sales generated by the Project located on the Project Site during the term of the Development Agreement (the “City Project Sales Tax Payments”), provided that the amount rebated to Developer shall not exceed \$500,000.00.

(g) The Development Agreement terminates on the date that is the earlier of 1) the date on which the City has paid to Developer the City Project Sales Tax Payments in the sum total of \$500,000.00, 2) the date on which the Agreement is terminated pursuant to the provisions of Article II or Article V of the Development Agreement, or 3) seven (7) years from the Commencement Date as defined in the Development Agreement.

(h) The purpose of the Project and the incentives provided in the Development Agreement is the promotion of the economic development of the City in accordance with the economic development goals and objectives of the City, the increase in employment opportunities for citizens of the City, the increase in tax revenues in the City, and the improvement of the quality of life for citizens in the City.

(i) For the purpose of keeping the taxpayers and citizens of the City informed of the City’s consideration of entering into the Development Agreement, and in accordance with Amendment No. 772, on September 24, 2023, at least seven days prior to the public meeting at which this Resolution is to be considered, a notice was published in the *Tuscaloosa News*, which is a newspaper in circulation in the City, describing in reasonable detail the action proposed to be taken, a description of the public benefits sought to be achieved by the action, and identifying each individual, firm, corporation, or other business entity to whom or for whose benefit the City proposes to grant public funds or things of value (“the Public Notice”).

(j) The Public Notice provided notice to the public of the holding by the Council of a public meeting beginning at 5:30 p.m. on October 2, 2023, for the purpose of receiving comments from interested citizens, pursuant to the provisions of the Constitution and laws of the State of Alabama, including particularly Amendment No. 772, concerning the proposed authorization, execution, and delivery of the Development Agreement in the name and on behalf of the City.

(k) The information set forth in the Public Notice is true and correct, and the publication of the Public Notice is hereby ratified and confirmed.

(l) Drafts of the proposed Development Agreement were made available for inspection by the public at the office of the City Administrator at City Hall in the City of Northport during regular business hours prior to the scheduled meeting.

(m) Any interested citizens appearing at the public meeting have been given an opportunity to make comments to the Council on the proposed Project and the terms of the Development Agreement and the Council has considered such comments as may have been made with respect thereto.

(n) In furtherance of the objectives of Amendment No. 772, the City has determined that entering into the Development Agreement and providing the City Project Sales Tax Payments

as defined therein is necessary and desirable and in the best interests of the taxpayers and citizens of the City to accommodate and provide for increases in economic activity in the City and to provide for increases in tax revenues for the City. Moreover, the City has determined that the public benefits to be achieved by the adoption of the Development Agreement include (i) the development and construction of the Project on the Project Site, which is expected to generate significant tax revenue and to lead to the creation of a substantial number of full and part-time jobs, many of which may be filled by residents of the City; (ii) the promotion of local economic and commercial development and the stimulation of the local economy; (iii) increasing the City's tax base, which will result in additional tax revenues for the City; (iv) promoting the location, relocation, expansion, and retention of commercial enterprises in the City; and (v) preserving and improving the aesthetic quality of commercial development, which supports and improves the economic health of the City.

(o) The City acknowledges and agrees that the Project will significantly increase the tax and revenue base of the City.

(p) For purposes of Amendment No. 772, the Developer, Diamond Jim's & Mrs. Donna's of Northport, LLC, an Alabama limited liability company, is the individual, firm, corporation, or other business entity to whom or for whose benefit the City proposes to lend its credit or grant public funds or things of value.

(q) Pursuant to Amendment 772, the Council does hereby find, determine, and declare that the expenditure of public funds in connection with entering into the Development Agreement and the provision of the public funds and things of value to Developer in the form of the City Project Sales Tax Payments as defined in the Development Agreement for the purposes set forth therein will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Developer or any other private person, entity, or entities.

Section 2. Approval.

(a) The Council does hereby approve, adopt, authorize, direct, ratify, and confirm the agreements, covenants, and undertakings of the City set forth in the Development Agreement and the Public Notice.

(b) The Council hereby approves the authorization, execution, and delivery of the Development Agreement by the Mayor on behalf of the City and the incentives as set forth therein to be provided by the City, in substantially the form and of substantially the content as attached hereto as Exhibit A and presented to and considered by the Council, with such changes or additions thereto or deletions therefrom as the Mayor of the City executing such Agreement to which the City is a party signatory thereto shall approve, along with the City Attorney, which approval shall be conclusively evidenced by the Mayor's executing the Agreement as herein provided, all in accordance with the applicable provisions of Amendment No. 772.

Section 3. Authorization of Related Documents and Actions.

(a) The Mayor is hereby authorized and directed to execute and deliver the Development Agreement for and on behalf of and in the name of the City. The City Administrator is hereby authorized and directed to affix the official seal of the City to the Development Agreement and to attest the same.

(b) The Mayor, City Administrator, and the officers of the City are each hereby authorized and directed to take all such actions, and execute, deliver, and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Development Agreement, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this Resolution and the Development Agreement and to duly and punctually observe and perform all agreements and obligations of the City under this Resolution and the Development Agreement.

Section 4. Provisions of Resolution Severable.

(a) The various provisions of this Resolution are hereby declared to be severable. In the event any provision hereof shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other portion of this Resolution.

(b) All ordinances, resolutions, orders, or parts of any thereof, of the Council in conflict, or inconsistent, with any provision of this Resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage and adoption by the Council.

ADOPTED and RESOLVED this 2nd day of October, 2023.

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

Jeff Hogg, Council President

ATTEST:

Glenda Webb, City Administrator

APPROVED this 2nd day of October, 2023.

John Hinton, Mayor

ATTEST:

Glenda Webb, City Administrator

Reading: October 2, 2023

Motion By:

Second By:

Publication:

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

CERTIFICATION

I, the undersigned, **Glenda Webb**, City Administrator of the City of Northport, Alabama, do hereby, certify that the above is a true and correct copy of a resolution duly adopted by the City Council of the City of Northport, Alabama, at its meeting held on October 2, 2023, and as same appears of record in Minute Book of the City, and approved by the City Council on the ____ day of _____, 2023.

GIVEN UNDER MY HAND AND CORPORATE SEAL of the City of Northport, Alabama this ____ day of _____, 2023.

City Administrator

EXHIBIT “A”

PROJECT DEVELOPMENT AGREEMENT

This **PROJECT DEVELOPMENT AGREEMENT** (this “Agreement”) is made and entered into effective as of October 3, 2023 (the “Effective Date”) by and between the **CITY OF NORTHPORT, ALABAMA**, an Alabama municipal corporation (the “City”) and **DIAMOND JIM’S & MRS. DONNA’S OF NORTHPORT, LLC**, an Alabama limited liability company (the “Developer”). Capitalized terms and phrases used herein without otherwise being defined have the meaning ascribed to such terms and phrases in Article 1 below. The City and the Developer are sometimes collectively referred to as the “Parties” and singularly as the “Party.”

RECITALS

A. The City supports and encourages business development in order to increase tax revenues and improve the quality of life of its citizens.

B. Conditioned on the incentives described herein, Developer proposes to construct and operate an Eligible Steakhouse Restaurant (as defined below) (the “Project”) on certain vacant commercial land located in Northport, Alabama (the “Project Site”).

C. The Project will have a total capital investment by Developer estimated at approximately \$1,700,000.00.

D. Developer has requested that the City provide certain incentives to the Developer to assist the Developer in acquiring, constructing, and developing the Project and in order to offset a portion of the Developer’s costs in acquiring the Project Site and undertaking the site preparation and public infrastructure costs attendant to the Project.

E. Amendment No. 772 to the Constitution of Alabama (1901), as amended (Section 94.01 of the Recompiled Constitution of Alabama (hereinafter referred to as “Amendment No. 772”)), authorizes the City to grant public funds and things of value in aid of or to any individual, firm, corporation, or other business entity, public or private, for the purpose of promoting the economic development of the City, after compliance with certain conditions set forth in Amendment No. 772.

F. The development and operation of the Project is expected to encourage and foster retail and commercial growth and development in the City, and the operation of the Project is expected to generate significant tax revenue and the creation of substantial full and part-time jobs, many of which may be filled by residents of the City.

G. The development and operation of the Project is expected to promote the economic development of and enhance the public benefit and welfare of the citizens of the City by, among other things, promoting local economic and commercial development, stimulating the local economy, increasing the tax revenues of the City, and improving the quality of life for citizens of the City.

H. The City has determined that entry into this Agreement and the development and operation of the Project will promote the economic development of the City, will create jobs, will increase the tax revenues in and around the City, will promote the location, relocation, expansion, and retention of commercial enterprises in the City, will preserve and improve the aesthetic quality of commercial development inuring to the economic health of the City, and will improve the quality of life for citizens in and around the City.

I. The City has further determined that the expenditure of the public funds and the provision of things of value for the purposes specified herein will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Developer or any other person or private entity, and further, has determined that the entry into this Agreement and transactions described herein is in the best interest of the health, safety, and welfare of the citizens of the City.

J. The City finds that it is necessary, proper, and in the public interest, in accordance with Amendment No. 772, that the City provide certain incentives to Developer in connection with the development and operation of the Project, and that providing such financial assistance is a public purpose consistent with and in furtherance of the objectives of Amendment No. 772.

K. The Parties hereto are desirous of having the terms and conditions of their agreement set forth in a valid, binding, and enforceable agreement between the City and the Developer.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the City and the Developer hereby covenant and agree as follows:

ARTICLE I **DEFINITIONS**

1.1 “City Project Sales Tax Payments” means an amount equal to one-half (1/2) of the City Sales Tax Revenue actually collected and received by the City from the Net Taxable Sales generated by the Project located on the Project Site; provided, however, that the total of the City Project Sales Tax Payments shall not exceed \$500,000.00 during the term of this Agreement.

1.2 “City Sales Tax” means the privilege tax levied by the City (commonly called sales taxes) on the gross sales or gross receipts of persons or businesses engaged in business activities, including the retail sale of tangible personal property in the City (subject to applicable exemptions of certain property, items, or services as prescribed by law), which tax is currently assessed at the rate of three percent (3%) to the purchaser at the point of sale and collected by the retailer for remittance to the City by the retailer; specifically excluding, however, any taxes levied or that may be levied for educational purposes by the City and excluding any increase of the rate or rates of all or any portion of either of the said taxes.

1.3 “City Sales Tax Revenue” means the revenue actually collected and received by the City from the three percent (3%) City Sales Tax levied by and paid to the City that is derived

solely from the operation of the Project on the Project Site; specifically excluding, however, any taxes levied or that may be levied for educational purposes by the City and excluding any increase of the rate or rates of all or any portion of either of the said taxes.

1.4 “Commencement Date” means the day on which the Project opens for business on the Project Site.

1.5 “Development Plan” means the plans, specifications, drawings, and other documents necessary for approval by the City in connection with the Developer’s construction of the Project on the Project Site.

1.6 “Effective Date” means October 3, 2023.

1.7 “Eligible Steakhouse Restaurant” means a high-quality, full-service restaurant primarily engaged in serving steaks, seafood, and related entrées to patrons who order and are served through waiter or waitress service while seated and who pay after eating that is of equal or greater quality as the Diamond Jim’s and Mrs. Donna’s Steakhouse located in Livingston, Alabama, as of the Effective Date of this Agreement; provided, however, that an “Eligible Steakhouse Restaurant” shall never include a Fast Casual Restaurant, Fast Food Restaurant, convenience store, or any other type of quick-service restaurant or commercial activity.

1.8 “Fast Casual Restaurant” shall mean a restaurant that is a blend of fast-food dining and casual dining where patrons place their order, pay for their order prior to eating, and then are directed to an assembly area where their food is ready and waiting for them to take to a table, or alternatively, where patrons are directed to a table after paying for their meal and the meal is delivered to their table by a food runner. Generally, these establishments do not provide patrons with table service by waiters or waitresses as provided in Casual Restaurants. Examples of such restaurants include McAlister’s Deli, Noodles & Company, Chipotle Mexican Grill, Moe’s Southwest Grill, Firehouse Subs, Papa Murphy’s, Great American Cookie, Marble Slab, Qdoba, Panera Bread, Five Guys, Starbucks, Newk’s, Jersey Mike’s, Jimmy John’s, Chicken Salad Chick, Blaze Pizza, Shake Shack, Smashburger, Tropical Smoothie, Smoothie King, Wingstop, Voodoo Wings, Dickey’s BBQ, Portillo’s, MOD Pizza, Bruegger’s Bagels, Quiznos, Einstein Bros. Bagels, Au Bon Pain, Pita Pit, Boston Market, MOOYAH Burger, and other similarly situated restaurants as determined by the City, in its sole discretion.

1.9 “Fast Food Restaurant” shall mean a restaurant the principal purpose of which is the sale of prepared meals for off-premises consumption via a drive-thru window with minimal to no table service. Examples of such restaurants include McDonald’s, Subway, Jack’s, Arby’s, Taco Bell, Burger King, Checkers, Rally’s, Jack in the Box, Sonic, Wendy’s, Hardees, Carl’s Jr., KFC, Church’s Chicken, Bojangles, Popeyes, Domino’s, Papa John’s, Little Caesars, Dairy Queen, Krystal, Taco Bell, Long John Silvers, Sbarro, Blimpie, and other similarly situated restaurants as determined by the City, in its sole discretion.

1.10 “Force Majeure” shall mean an event in which Developer shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, pandemics, labor troubles, inability to procure materials, failure of power, riots,

insurrection, adverse weather conditions, war, or any other reason that is not the fault of the Developer; provided, Developer's economic hardship or financial inability to perform are not considered Force Majeure events.

1.11 "Indemnified Parties" means the City, its elected and appointed officials, officers, employees, agents, attorneys, successors and assigns.

1.12 "Net Taxable Sales" means the retail sales generated by the Project on the Project Site that are taxable by the City and for which City Sales Taxes are actually assessed, collected, and remitted to the City by Developer.

1.13 "Payment Date" means, with respect to the City Project Sales Tax Payments, the twentieth (20th) day of each month, beginning with the month following the second month in which the Commencement Date occurs. By way of example, if the Commencement Date occurs on January 1, City Sales Tax returns and payments will be due to be remitted to the City in February for transactions that occurred in January. The Payment Date for City Project Sales Tax Payments arising from the City Sales Tax Revenue actually received by the City for the January transactions shall be March 20th.

1.14 "Project" means, as set forth in the Recitals, the construction and operation of an Eligible Steakhouse Restaurant on the Project Site and no other commercial activity. For the avoidance of doubt, the only business activity of Developer that shall be eligible for the City Project Sales Tax Payments under this Agreement shall be an Eligible Steakhouse Restaurant.

1.15 "Project Investment Amount" means, as set forth in the Recitals, a total capital investment by Developer of at least \$1,700,000.00, which shall be the minimum amount of capital investment required by Developer to enable Developer to receive the City Project Sales Tax Payments under this Agreement.

1.16 "Project Site" means, as set forth in the Recitals, that certain vacant commercial land located in Northport, Alabama, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

1.17 "Termination Date" shall mean the date that is the earlier of 1) the date on which the City has paid to Developer the City Project Sales Tax Payments in the sum total of \$500,000.00, 2) the date on which this Agreement is terminated pursuant to the provisions of Article II or Article V below, or 3) seven (7) years from the Commencement Date.

ARTICLE II

OBLIGATIONS OF DEVELOPER

2.1 Development of Project. Subject to Force Majeure, on or before twenty-four (24) months following the Effective Date, Developer shall, at its sole cost and expense, construct and develop the Project on the Project Site.

2.2 Required Project Investment Amount. Developer shall make an aggregate capital investment in the amount of the Project Investment Amount to develop the Project. As a condition precedent to receiving or becoming entitled to receive any City Project Sales Tax Payments, Developer shall provide documentation to the City in such form as is reasonably satisfactory to the City that the Project Investment Amount has been satisfied by Developer; otherwise, Developer shall not be entitled to the payment of City Project Sales Tax Payments as provided herein.

2.3 Expenses of Development. Developer shall be responsible for all costs associated with the construction and development of the Project, including, but not limited to, legal, accounting, engineering, surveying, title work, architectural, construction, and environmental services. Developer shall not hold itself out as an agent of the City with respect to the development or construction of the Project.

2.4 Compliance with Laws. Developer shall require all persons and entities designing or constructing the Project to do so in accordance with all applicable statutes, ordinances, laws, rules, and regulations of any governmental authority having jurisdiction over the construction of the Project, and Developer shall operate the Project in accordance with all applicable statutes, ordinances, laws, rules, and regulations of any governmental authority having jurisdiction over the operation of the Project.

2.5 Operation of the Project. Upon completion of the construction and development of the Project in accordance with the Development Plan and this Agreement, Developer shall operate the Project for commercial purposes only during the Term.

2.6 Developer's Cooperation Regarding Sales Tax Returns. Developer shall ensure the timely submission of City Sales Tax returns and the payment of the City Sales Tax Revenue generated by the Project.

2.7 Compliance with Agreement. Developer shall comply with the terms and conditions contained in this Agreement.

2.8 Operation Deadline. Subject to Force Majeure, if the Project is not constructed and open for operation to the general public within twenty-four (24) months of the Effective Date of this Agreement, this Agreement shall terminate, and all obligations of the Parties set forth herein shall be rendered null and void.

2.9 Audit. All pertinent books, accounts, or other records of Developer accumulated in connection with the Net Taxable Sales from the Project shall be available to representatives of the City for inspection and audit and shall be retained for three (3) years following the termination of this Agreement. If any audit, claim, or litigation concerning this Agreement arises before the expiration of the three (3) year period, Developer shall retain the records until the resolution of all litigation, claims, or audits involving such records. The City's right to audit pursuant to this Section shall survive the termination of this Agreement.

ARTICLE III

CONTINGENCIES

3.1 The obligations of the City under this Agreement are contingent upon the following:

- (a) Developer's compliance with its obligations as set forth in this Agreement.
- (b) The City's adoption of all necessary resolutions or ordinances approving this Agreement.
- (c) The City's issuance of a Limited Obligation Certificate of Indebtedness evidencing and documenting the obligations described in this Agreement pursuant to the terms, conditions, and limitations set forth herein.

ARTICLE IV

OBLIGATIONS OF THE CITY

4.1 City Project Sales Tax Payments. As an incentive for Developer's agreement to construct, develop, and operate the Project on the Project Site, the City hereby agrees to pay to Developer the City Project Sales Tax Payments, subject to the terms and conditions contained in this Agreement and provided that all contingencies contained herein have been met, including, but not limited to, Developer's compliance with this Agreement. The City's obligation for the payment of the City Project Sales Tax Payments: (a) is a limited obligation payable solely from the City Sales Tax Revenue actually collected and received by the City from the Project; and (b) shall never constitute a general obligation or a pledge of the City's credit or taxing powers.

4.2 Payment Date. The City shall pay the City Project Sales Tax Payments determined by the City to be due and payable to Developer on the first Payment Date after the Commencement Date. The timely submission of City Sales Tax returns and payment of City Sales Tax Revenue by Developer shall be a condition precedent to the City's obligation to make the City Project Sales Tax Payments. Any City Project Sales Tax Payments due to Developer from City Sales Tax Revenue that was not timely paid to the City by Developer shall not be payable to Developer until the twentieth (20th) day of the month following the month in which the City Sales Tax Revenue was actually paid to the City.

4.3 No Interest. Developer acknowledges and agrees that no sums owed to Developer by virtue of the City Project Sales Tax Payments shall accrue interest and further agrees that any interest that accrues from the deposit of the City Project Sales Tax Payments shall belong to and be retained by the City. No interest, carrying charge, or finance charge of any kind shall accrue or be added to the principal amount of the City Project Sales Tax Payments due to Developer by the City.

4.4 Developer Default. The City shall have no obligation to pay any amount of the City Project Sales Tax Payments or any other payment which may otherwise accrue hereunder at any time that an Event of Default by Developer has occurred and is continuing.

4.5 Termination of City Project Sales Tax Payments. Notwithstanding any provision contained herein to the contrary, the obligation of the City to pay the City Project Sales Tax Payments shall terminate on the Termination Date. At such time, the obligations of the City to make payments of the City Project Sales Tax Payments shall cease, and all obligations of the City pursuant to this Agreement shall cease.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

5.1 Events of Default. Any one or more of the following shall constitute an event of default by the City or Developer (an “Event of Default”) under this Agreement (whatever the reason for such event and whether it shall be voluntary, involuntary, resulting from operation of law or pursuant to any judgment, decree, or order of any court; or resulting from any order, rule, or regulation of any administrative or governmental body):

(a) default in the performance, or breach, of any covenant or warranty of the City in this Agreement, and the continuance of such default or breach for a period of thirty (30) days after there has been given, pursuant to Section 6.9 below, to the City by Developer a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a “notice of default” hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty (30) day period, the City shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with all due diligence, to cure such default; or,

(b) default in the performance, or breach of any covenant or warranty of Developer in this Agreement, and the continuance of such default or breach for a period of thirty (30) days after there has been given, pursuant to Section 6.9 below, to Developer by the City a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a “notice of default” hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty (30) day period, the Developer shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with all due diligence, to cure such default.

5.2 Remedies.

(a) Upon the occurrence of an Event of Default by Developer which is not cured as provided in Section 5.1 after written notice from the City, the City may, in its discretion, pursue any one or more of the following remedies:

- (i) Subject to Section 5.3, proceed to protect its rights and interests by suit in equity, action at law, or other appropriate proceedings, whether for the specific performance of any covenant or agreement of the Developer herein contained or in aid of the exercise of any power or remedy available at law or in equity; or

(ii) Terminate this Agreement.

(b) Upon the occurrence of an event of default by the City which is not cured as provided in Section 5.1 after written notice from Developer, the Developer may, in its discretion, pursue any one or more of the following remedies:

(i) Subject to Section 5.3, proceed to protect its rights and interests by suit in equity, action at law, or other appropriate proceedings, whether for the specific performance of any covenant or agreement of the City herein contained or in aid of the exercise of any power or remedy available at law or in equity; or

(ii) Terminate this Agreement.

5.3 Remedies Subject to Applicable Law. All rights, remedies, and powers provided by this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provisions of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE VI

MISCELLANEOUS

6.1 Effective Date and Termination Date. This Agreement shall become effective on the Effective Date and shall terminate on the Termination Date.

6.2 Validation. The Parties agree to cooperate and assist each other if the City or Developer seeks an order of the Circuit Court of Tuscaloosa County validating the legality and validity of, amongst other things: (i) the City's authority to provide the City Project Sales Tax Payments to Developer as set forth in this Agreement, (ii) all proceedings taken in connection therewith, (iii) any Limited Obligation Certificate of Indebtedness issued by the City to evidence and document the obligations described in this Agreement pursuant to the terms, conditions, and limitations set forth herein, and (iv) the obligations of the City set forth herein. The Parties shall each bear their own costs in connection with said validation proceeding.

6.3 Public Purpose. The City does hereby ascertain, determine, declare, and find that the construction, development, and operation of the Project on the Project Site, supported by the expenditure of public funds and the provision of things of value in the form of the City Project Sales Tax Payments, will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Developer or any other person or private entity. The City does further hereby ascertain, determine, declare, and find that it is in the best interests of the citizens of the City and will serve a public purpose and further enhance the public benefit and welfare by, among other things: (i) generating significant annual taxable sales and the substantial creation of full and part-time jobs, many of which may be filled by residents of the City; (ii) promoting local economic and commercial development and the stimulation of the local economy; (iii) increasing the City's tax base, which will result in additional tax revenues for the City; (iv) promoting the location, relocation, expansion, and retention of commercial enterprises in the City; and (v) preserving and

improving the aesthetic quality of commercial development, which supports and improves the economic health of the City.

6.4 Liability of the City. Nothing contained in this Agreement shall be construed to impose a charge against the general credit of the City. The City shall have no liability or obligation in connection with the construction or operation of the Project or the Project Site.

6.5 Indemnity. Developer shall release, save, hold harmless, and indemnify the Indemnified Parties from and against any and all claims arising from or in any way connected with the Project and the Project Site, and without limitation of the foregoing, arising from Developer's breach or default in the performance of any obligation herein, or arising from or in connection with any activity of Developer or Developer's agents, contractors, or employees in connection with the Project or the Project Site, and from and against all costs, reasonable attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim. In connection with this clause, Developer, upon written request by the City, shall defend the same at Developer's expense by counsel reasonably satisfactory to the City.

6.6 Assignment or Transfer. Subject to applicable law, Developer shall not assign or transfer this Agreement or any interest herein or any part hereof to another person or entity unless each of the following conditions is satisfied: (i) such assignee agrees in writing to assume and be responsible for any and all obligations and duties of Developer under this Agreement, (ii) Developer is in compliance with all the terms and conditions of this Agreement at the time of such proposed assignment or transfer, and (iii) only upon written consent of the City, which shall be in the sole discretion of the City.

6.7 Governing Law; Venue. This Agreement, all rights of the Parties hereunder, and all disputes which may arise hereunder shall be subject to and governed in accordance with the laws of the State of Alabama. By executing this Agreement, the Parties hereto do hereby consent and agree that the Circuit Court of Tuscaloosa County, Alabama, shall have the exclusive jurisdiction and venue with respect to any matter between the Parties arising out of or related to this Agreement, the Project, or the Project Site.

6.8 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.9 Notices. All communications and notices expressly provided herein shall be sent by certified or registered mail (return receipt requested) or by a nationally recognized overnight courier for delivery on the following business day, as follows:

If to the City:

City of Northport
City Hall
3500 McFarland Blvd.
Northport, Alabama 35476
Attn: City Administrator

with a copy to:

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

If to the Developer:

Diamond Jim's & Mrs. Donna's of
Northport, LLC
5225 Highway 28 West
Livingston, AL 35470
Attn: Jimmy M. Dial

with a copy to:

Watkins Cross, LLC
226 Washington Street South
P.O. Box 1528
Livingston, AL 35470
Attn.: Nathan G. Watkins, Jr.

or to such other address as the Parties shall be from time to time designate by written notice.

6.10 Cost and Expense. Each Party agrees to pay its own costs incurred in connection with the negotiation and preparation of this Agreement.

6.11 Press Releases. Developer and City hereby agree to cooperate with the other in connection with the preparation and release of all press releases and publications concerning the announcement and progress of the Project during its development and opening stages.

6.12 Section Titles and Headings. The section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

6.13 Representations and Warranties.

(a) Developer makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(i) Developer is a duly organized Alabama limited liability company, qualified to do business in the State of Alabama, and is in good standing under the laws of the State of Alabama.

(ii) Developer has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement.

(iii) The execution and delivery of this Agreement on the part of Developer's undersigned member or officer has been duly authorized by Developer.

(iv) All actions and proceedings required to be taken by or on behalf of Developer to execute and deliver this Agreement, and to perform the covenants, obligations, and agreements of Developer hereunder, have been duly taken.

(v) The execution and performance of this Agreement by Developer does not constitute and will not result in the breach or violation of any contract, lease, mortgage, bond, indenture, franchise, permit, or agreement of any nature to which Developer is a party.

(vi) The representations, warranties, and covenants made by Developer herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

(b) The City makes the following representations and warranties as the basis for its undertakings pursuant to the Agreement:

(i) The City is a duly organized and validly existing Alabama municipal corporation.

(ii) The execution and delivery of this Agreement on the part of the City and the execution of this Agreement by its Mayor have been duly authorized by the City.

(iii) Notwithstanding the foregoing representations and warranties, Developer has performed its own investigation as to the legal authority of the City to perform its obligations under this Agreement and the procedure by which this Agreement is authorized by the City. In the event the City is adjudicated by a court of competent jurisdiction to lack the power or authority to enter into this Agreement or to perform its obligations hereunder, or if the power of municipalities generally under Amendment 772 is restricted by way of judicial opinion or legislative act, the City shall not be liable to Developer for any City Project Sales Tax Payments otherwise owed to Developer.

6.14 Relationship of Parties. The City and Developer agree that nothing contained in this Agreement, or any act of Developer or of the City, shall be deemed or construed by the Parties hereto, or by third persons, to create any relationship of third-party beneficiary hereof, or of principal and agent, a limited or general partnership, a joint venture, or of any association or relationship between Developer and the City other than as independent contractors in a contract entered into at arm's length. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no investment or equity interest in the business of Developer. Moreover, the City shall not be liable for any debts of Developer, nor shall the City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Developer. At no time shall Developer attempt to use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies, or other thing whatsoever.

6.15 Compliance with Laws.

(a) Developer shall comply, and shall cause its officers, agents, employees, contractors, and tenants to comply with all applicable federal, state, and local statutes, regulations, rules, ordinances, and other laws applicable to the construction, development, and operation of the Project on the Project Site.

(b) Developer shall not enter into, execute, or be a party to any covenant agreement, lease, deed, assignment, conveyance, or any other written instrument, which restricts the sale, lease, use or occupancy of the Project or the Project Site, or any part thereof, or any improvements placed thereon, upon the basis of national origin, race, religion, sex, color, or any other legally-protected class. Developer shall comply with all federal, state, and local laws, in effect from time to time, concerning the operation of the Project on the Project Site and shall not discriminate by reason of national origin, race, religion, sex, color, or any other legally-protected class in the sale, lease, use, or occupancy of the Project and the Project Site.

6.16 Binding Effect. This Agreement and all terms, provisions, and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their approved successors and assigns.

6.17 Time. Time is of the essence for all dates and deadlines in this Agreement.

6.18 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement.

6.19 Estoppel Certificates. From time to time, upon request by any Party, the Party asked shall provide to the Party making the request, an acknowledgement or certificate with respect to such matters concerning this Agreement or the status of performance hereunder, as may be reasonably requested.

6.20 No Waiver. No failure by any Party hereto to exercise any right or power given under this Agreement or to insist upon strict compliance with any obligations specified in this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver of any Party's right to demand strict compliance with the terms of this Agreement. No express waiver of any matter shall affect any other matter under this Agreement. Express waivers are only effective if in writing.

6.21 Entire Agreement: Amendment. This Agreement constitutes one entire and complete agreement, and neither of the Parties hereto shall have any rights arising from any separate component of this Agreement without complying in all respects with its duties and obligations under all parts and components hereof. This Agreement constitutes and includes all promises and representations, expressed or implied, made by the City and Developer. No stipulations, agreements or understandings of the Parties hereto shall be valid or enforceable unless contained in this Agreement. No oral conditions, warranties or modifications hereto shall be valid between the Parties. This Agreement may be amended only by a written instrument executed by both Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed to be effective as of the date first above written.

DEVELOPER:

DIAMOND JIM'S & MRS. DONNA'S
OF NORTHPORT, LLC

By: _____

Title: Member

Date: _____

STATE OF ALABAMA

TUSCALOOSA COUNTY

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that _____, whose name as MEMBER of DIAMOND JIM'S & MRS. DONNA'S OF NORTHPORT, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of the said limited liability company.

Given under my hand and seal this _____ day of September, 2023.

Notary Public

My Commission Expires:

CITY:

CITY OF NORTHPORT, ALABAMA

By: _____

Hon. John Hinton

Title: Mayor

Date: _____

Attest:

Glenda Webb
City Administrator

STATE OF ALABAMA

TUSCALOOSA COUNTY

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that JOHN HINTON and GLENDA WEBB, whose names as MAYOR and CITY ADMINISTRATOR, respectively, of the CITY OF NORTHPORT, ALABAMA, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said City.

Given under my hand and seal this _____ day of September, 2023.

Notary Public

My Commission Expires: _____

EXHIBIT A
PROJECT SITE

That certain vacant commercial land located in Northport, Alabama, and depicted below, which real property is more particularly described as:

The project site shall be located on the south side of Robert Owen Parkway, which intersects with Highway 43 N. in Northport, Alabama.



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

AGENDA ITEM NO. 11.b.2.

MEETING DATE: October 2, 2023

SUBJECT: Resolution authorizing the issuance of the Series 2023-___ Limited Obligation Certificate of Indebtedness of the City of Northport, Alabama, and approving other financing matters with regard to that certain Project Development Agreement by and between the City of Northport, Alabama and Diamond Jim's & Mrs. Donna's of Northport, LLC

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

This resolution authorizes the issuance of the Series 2023-___, a Limited Obligation Certificate of Indebtedness of the City of Northport, Alabama regarding the Development Agreement between the City of Northport and Diamond Jim's & Mrs. Donna's of Northport, LLC. This certificate outlines Northport's potential limited payment obligation under the Development Agreement pursuant to the terms, conditions, and limitations set forth in the Development Agreement.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move the adoption of a resolution authorizing the issuance of the Series 2023-___ Limited Obligation Certificate of Indebtedness of the City of Northport, Alabama, and approving other financing matters with regard to that certain Project Development Agreement by and between the City of Northport, Alabama and Diamond Jim's & Mrs. Donna's of Northport, LLC.

RESOLUTION NO. 2023-

A RESOLUTION AUTHORIZING THE ISSUANCE OF THE SERIES 2023-___ LIMITED OBLIGATION CERTIFICATE OF INDEBTEDNESS OF THE CITY OF NORTHPORT, ALABAMA, AND APPROVING OTHER FINANCING MATTERS WITH REGARD TO THAT CERTAIN PROJECT DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF NORTHPORT, ALABAMA AND DIAMOND JIM'S & MRS. DONNA'S OF NORTHPORT, LLC

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

1. That after publication and notice as required by law, and specifically Amendment No. 772 to the Constitution of Alabama (1901), as amended (Section 94.01 of the Recompiled Constitution of Alabama and hereinafter referred to as "Amendment No. 772"), the City Council of the City of Northport, Alabama authorized the execution of and entry into that certain Project Development Agreement to be effective as of October 3, 2023 (the "Development Agreement"), by and between the City of Northport, Alabama (the "City"), and Diamond Jim's & Mrs. Donna's of Northport, LLC, an Alabama limited liability company (the "Developer").

2. For no reason other than to evidence the City's potential limited payment obligation under the Development Agreement pursuant to the terms, conditions, and limitations set forth therein, it is necessary, advisable and in the interest of the public that the City issue its Series 2023-___ Limited Obligation Certificate of Indebtedness (the "Certificate of Indebtedness") pursuant to the terms set forth therein and as is consistent with the obligations set forth in the Development Agreement and subject to the terms, conditions, and limitations as set forth in the Development Agreement, which form of the Certificate of Indebtedness is attached hereto as Exhibit A and expressly incorporated herein by reference.

3. The Certificate of Indebtedness creates no new obligation of the City but merely evidences and documents the potential limited payment obligation described in the Development Agreement, pursuant to the terms, conditions, and limitations set forth therein.

4. The City has determined that entry into the Development Agreement and the development and operation of the Project on the Project Site (as defined in the Development Agreement) will promote the economic development of the City, will create jobs, will increase the tax revenues in and around the City, will promote the location, relocation, expansion, and retention of commercial enterprises in the City, will preserve and improve the aesthetic quality of commercial development insuring to the economic health of the City, and will improve the quality of life for citizens in and around the City.

5. The City has further determined that the expenditure of public funds and the provision of things of value in the form of the City Project Sales Tax Payments (as defined in the Development Agreement) for the purposes specified in the Development Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefits accruing to Developer or any other private person, entity, or entities, and further, has determined that the entry into the

Development Agreement and the transactions described therein is in the best interest of the health, safety, and welfare of the citizens of the City.

6. The Certificate of Indebtedness presented to, considered, and adopted by the City shall be filed in the permanent records of the City.

7. The Mayor is hereby authorized and directed to execute, acknowledge, and deliver the Certificate of Indebtedness for and on behalf of and in the name of the City. The City Administrator is hereby authorized and directed to attest the same.

8. The Mayor and the City Administrator are hereby authorized and directed to execute, deliver, file, and record the Certificate of Indebtedness, and to take such other actions as may be necessary or desirable to carry out the provisions of this Resolution.

9. The City Council does hereby approve, adopt, ratify, and confirm the seal impressed on these minutes as and for the official corporate seal of the City and said seal shall remain in the custody of the City Administrator, who is hereby authorized to affix the same to bonds, contracts, proceedings, and other documents of the City.

10. The City may desire, before the issuance of the Certificate of Indebtedness to validate the legality of all proceedings had or taken in connection with the execution and delivery of the Development Agreement and the preparation of the Certificate of Indebtedness, including the validity of the means provided for the payment of the Certificate of Indebtedness and the validity of all covenants and provisions contained in the Development Agreement and this Resolution, by seeking an order authorizing the issuance of the Certificate of Indebtedness through filing a complaint against the taxpayers and citizens of the City of Northport, Alabama in the Circuit Court of Tuscaloosa County, Alabama. The City Attorney, and/or his designee, is hereby designated and appointed as the attorney(s) of the City to file any complaint, institute any proceedings, and to take all steps necessary to complete validation proceedings in accordance with the provisions of applicable law. Any actions heretofore taken by such attorney(s) in connection with the filing of such complaint or such validation proceedings are hereby ratified and confirmed.

ADOPTED and RESOLVED this 2nd day of October, 2023.

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

Jeff Hogg, Council President

ATTEST:

Glenda Webb, City Administrator

APPROVED this 2nd day of October, 2023.

John Hinton, Mayor

ATTEST:

Glenda Webb, City Administrator

Reading: October 2, 2023

Motion By:

Second By:

Publication:

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

CERTIFICATION

I, the undersigned, **Glenda Webb**, City Administrator of the City of Northport, Alabama, do hereby, certify that the above is a true and correct copy of a resolution duly adopted by the City Council of the City of Northport, Alabama, at its meeting held on October 2, 2023, and as same appears of record in Minute Book of the City, and approved by the City Council on the ____ day of _____, 2023.

GIVEN UNDER MY HAND AND CORPORATE SEAL of the City of Northport, Alabama this ____ day of _____, 2023.

City Administrator

EXHIBIT “A”

THIS CERTIFICATE HAS NOT BEEN REGISTERED (i) UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON THE EXEMPTION PROVIDED BY SECTION 4(2) OF SAID ACT, OR (ii) UNDER ANY STATE SECURITIES LAW, IN RELIANCE UPON APPLICABLE EXEMPTIONS, AND MAY NOT BE TRANSFERRED WITHOUT REGISTRATION EXCEPT PURSUANT TO AN EXEMPTION THEREFROM.

**UNITED STATES OF AMERICA
STATE OF ALABAMA**

**CITY OF NORTHPORT, ALABAMA
LIMITED OBLIGATION CERTIFICATE OF INDEBTEDNESS,
SERIES 2023-___**

Reference is made to the provisions of that certain Project Development Agreement to be effective as of October 3, 2023 (the “Development Agreement”) by and among the **CITY OF NORTHPORT, ALABAMA**, and **DIAMOND JIM’S & MRS. DONNA’S OF NORTHPORT, LLC**, an Alabama limited liability company, to and by which all of which provisions the Holder (as hereinafter defined), by acceptance of this Certificate, assents and agrees to be bound.

CITY OF NORTHPORT, ALABAMA, a municipal corporation organized and existing under the laws of the State of Alabama (the “City”), for value received, hereby acknowledges itself indebted to

DIAMOND JIM’S & MRS. DONNA’S OF NORTHPORT, LLC
(the “Payee” or the “Holder”)

in the amounts and terms as described in the Development Agreement, which is attached hereto as Exhibit A and expressly incorporated herein by reference. The amounts payable by the City to the Payee under this Limited Obligation Certificate of Indebtedness (this “Certificate”) shall be payable and subject to the terms and conditions described in the Development Agreement.

Authority for Issuance

This Certificate is issued pursuant to the authority of the Constitution and laws of the State of Alabama, including particularly and without limitation, Amendment 772 to the Constitution of Alabama of 1901, as amended (the “Enabling Law”). This Certificate is a limited obligation of the City payable solely out of the “Pledged Revenues” (defined below). This Certificate is a limited obligation of the City and is made for the sole purpose of evidencing the limited payment obligations the City entered into upon its entrance into the Development Agreement. The Certificate of Indebtedness creates no new obligation of the City but merely evidences and documents the potential limited payment obligation described in the Development Agreement pursuant to the terms, conditions, and limitations set forth therein.

Payment

Payment of this Certificate shall be made to the Holder in accordance with the terms and conditions of the Development Agreement; provided the final payment under this Certificate shall be made only upon presentation and surrender of this Certificate to the City for cancellation.

Each payment made on this Certificate shall be reflected by the notations made by the Payee on its internal records (which may be kept by computer or by other means determined by the Payee) and the Payee is hereby authorized so to record thereon all such payments.

All payments by the City shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall be valid and effectual to satisfy and discharge the liability of the City upon this Certificate to the extent of the amounts so paid.

The person in whose name this Certificate is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of this Certificate shall be made only to or upon the order of the Holder hereof or its legal representative, and neither the City nor any agent of the City shall be affected by any notice to the contrary.

Security

This Certificate is a limited obligation of the City payable solely from the portion of the taxes payable to the Payee as described in the Development Agreement (the “Pledged Revenues”).

This Certificate shall never constitute a charge against the general credit or taxing powers of the City within the meaning of any constitutional provision or statutory limitation whatsoever.

Registration and Transfer

This Certificate is registered in the name of the Holder on the book of registration maintained for that purpose by the City, and the Registration of Ownership appearing hereon shall be signed by the Mayor of the City. This Certificate may be transferred only upon surrender hereof to the City for the transfer, together with the written request of the Holder or its legal representative addressed to the City, after having obtained all requisite consents to such assignment as required by Development Agreement (including the consent of the City), and recordation of such transfer on said book of registration and endorsement hereon by the City. Upon presentation to the City for transfer, this Certificate must be accompanied by a written instrument or instruments of transfer satisfactory to the City, in form of the Assignment attached hereto, duly executed by the Holder or its attorney duly authorized in writing.

General

No covenant or agreement contained in this Certificate or in the Development Agreement shall be deemed to be a covenant or agreement of any officer, agent, employee, or member of the governing body of the City in the individual capacity thereof, and none of such parties or persons nor any officer executing this Certificate shall be liable personally on this Certificate or be subject to any personal liability or accountability by reason of the issuance of this Certificate.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this Certificate is lawfully due without condition, abatement or offset of any description, subject to the provisions of the Development Agreement, that this Certificate has been registered in the manner provided by law, that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this Certificate, the adoption of the resolutions of the City approving the

Development Agreement and this Certificate, and the execution and delivery of the Development Agreement and this Certificate, have happened, do exist and have been performed in due time, form and manner as so required by law and that the indebtedness evidenced by this Certificate, together with all other indebtedness of the City, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama. Notwithstanding anything herein to the contrary, to the extent any provision in this Certificate conflicts with any term or provision of the Development Agreement, the Development Agreement shall control because this Certificate creates no new obligation of the City but merely evidences and documents the potential limited payment obligation described in the Development Agreement pursuant to the terms, conditions, and limitations set forth therein.

IN WITNESS WHEREOF, the City, acting by and through the Mayor of the City, after being authorized by the governing body thereof, has caused this Certificate to be executed in its name and on its behalf, and the City, acting by and through the City Administrator of the City, has caused its corporate seal to be affixed hereto and the same attested by the City Administrator of the City, and has caused this Certificate to be dated the ___ day of _____, 2023.

CITY OF NORTHPORT, ALABAMA

By: _____
Mayor

S E A L

Attest: _____
City Administrator

VALIDATION CERTIFICATE

Validated and confirmed by judgment of the Circuit Court of Tuscaloosa County, State of Alabama entered on the _____ day of _____, 202__.

/s/
Clerk of Circuit Court
of Tuscaloosa County, Alabama

REGISTRATION OF OWNERSHIP

This Certificate is recorded and registered on the Certificate register of the City of Northport, Alabama, in the name of the last owner named below. Amounts due under this Certificate shall be payable only to or upon the order of such registered owner.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of Authorized Officer of City</u>
_____	_____	_____
_____	_____	_____