

NORTHPORT CITY COUNCIL MEETING
MONDAY, DECEMBER 11, 2023
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

1. 2nd Reading, Ordinance Adopting the 2024 General Fund Capital Budget - Darren McGee

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

b. Resolutions of a Temporary Nature

1. Resolution amending the Vacation Accrual Policy - Joseph Rose
2. Resolution authorizing the City Administrator to Bind Insurance Coverage for the City of Northport - Glenda Webb
3. Resolution entering into an agreement for First Responders Benefit Program - Joseph Rose
4. Resolution Authorizing Renewal of Waste Disposal Service Agreement - Ron Davis
5. Resolution Authorizing Water Service Outside of City Limits for Property Located at 15145 Bethabara Road - Ron Davis
6. Resolution Authorizing the City Administrator to Select and Negotiate Scope and Fee with The Cassady Company for the Storm Sewer Rehabilitation (Flatwoods Road and 68th Avenue) Project - Tera Tubbs
7. Resolution Amending the Resolution Authorizing the City Administrator to Execute a Proposal with TTL, Inc. for Professional Design Services on 5th Street Resurfacing and Pedestrian Improvements - Tera Tubbs
8. Resolution Authorizing the City Administrator to Execute an Agreement with TTL, Inc. for Construction Materials Testing and Special Inspections for the Public Works Building Addition - Tera Tubbs
9. Resolution Authorizing the City Administrator to Execute a Grant Agreement with the Alabama Department of Environmental Management for American Rescue Plan Act Funds for the Highway 82 Pump Station Project - Tera Tubbs

c. Consent Agenda

1. Minutes, November 28, 2023, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition - Asphalt Repair at 30th Ave & 39th St, PM Paving, LLC., \$5,100.00 - John Webb
4. PO Requisition, Travel Reimbursement for 2023 Winter Clerks Conference, Kim Braughton, \$120.86 - Ron Davis
5. PO Requisition, Travel Reimbursement for 2023 Winter Clerks Conference, Ron Davis, \$299.28 - Ron Davis
6. Purchase Requisition - Diffusers and Connectors for Aeration Basin at WWTP, Parkson Corporation, \$6,733.00 - John Webb

7. PO Requisition - PD Spillman Flex Equipment and Evidence Management - \$67,765.47 - Gerald Burton
8. PO Requisition - First Net Responder Phones - \$7,035.00 - Gerald Burton

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

- a. Engineering
- b. Legal Department
- c. Planning Inspections Department
- d. Police Department
 1. JPAN FARMS INC. - ABC LICENSE - Gerald Burton

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

- a. Northport First Annual Report of Expenditures - Darren McGee
- b. Legal Department - Kentuck - Ron Davis

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. ADJOURNMENT



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

AGENDA ITEM NO. 8.a.1.

MEETING DATE: December 11, 2023

SUBJECT: 2nd Reading, Ordinance Adopting the 2024 General Fund Capital Budget

Unfinished Business: X

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading: X

Prepared By: Kelly Homan

Approved By: Darren McGee

Summary:

This ordinance is to approve the FY2024 General Fund Capital Budget. This budget will be for a twelve (12) month period, from October 1, 2023 until September 30, 2024.

Recommendation:

It is recommended this ordinance be adopted.

Funding Source/GL Code:

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

Motion for Consideration:

I move the adoption of the ordinance adopting the fiscal year 2024 General Fund Capital Budget.

ORDINANCE NO.

ORDINANCE ADOPTING THE FY 2024 GENERAL FUND CAPITAL BUDGET

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

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

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

WHEREAS, said Ordinance requires that the budget be balanced.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama, that the budget attached hereto and incorporated herein by reference shall be and, hereby, is declared the General Fund Capital Budget for the City of Northport for the 2024 Fiscal year beginning October 01, 2023 and ending September 30, 2024.

ORDAINED this the 11th day of **December, 2023**.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Jeff Hogg, Council President

ATTEST:

Glenda D. Webb,
City Administrator/Clerk

APPROVED this the 11th day of **December, 2023**.

Dr. John Hinton, Mayor

I hereby certify that the above and foregoing Ordinance was published on **December 20, 2023**, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda D. Webb,
City Administrator

1st Reading: November 28, 2023
By: Bobo
2nd Reading: December 11, 2023
Motion By:
Second By:
Publication: December 20, 2023



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: December 11, 2023

SUBJECT: Resolution amending the Vacation Accrual Policy

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Joseph Rose

Summary:

The City of Northport is making efforts to recruit new employees and retain current employees by evaluating and improving policies. The Human Resource Department proposed changes to the Vacation Accrual Policy by increasing the accrual hours and shortening the time required to max out on your accrual rate to match the new pay plan adopted in 2022 as follows:

Full Time Classified Employees

Year 0-5 4.0 hrs./pay period

Year 6-11 5.5 hrs./pay period

Year 12+ 7.0 hrs./pay period

Certified Fire Department Employees

Year 0-5 5.0 hrs./pay period

Year 6-11 7.5 hrs./pay period

Year 12+ 10.0 hrs./pay period

The Administrative Committee at their regular meeting of November 6th recommended the proposed changes to the Vacation Accrual Policy with the implementation date of January 8, 2024.

Recommendation:

Approve the attached Resolution.

Funding Source/GL Code:

GL Code No. N/A Amount: \$

Motion for Consideration:

I move to adopt the resolution amending the Vacation Accrual Policy.

RESOLUTION NO. 23-

RESOLUTION AMENDING THE VACATION ACCRUAL POLICY

WHEREAS, the City of Northport is making efforts to recruit new employees and retain current employees;
and

WHEREAS, the Human Resource Department proposed changes to the Vacation Accrual Policy by increasing the accrual hours and shortening time required to max out on your accrual rate; and

WHEREAS, the City Council of the City of Northport desires to adopt the proposed changes to the Vacation Accrual Policy as recommended by the Administrative Committee.

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

1. The Vacation Accrual Policy is hereby amended as set forth in Exhibit “A” which is attached hereto and incorporated by reference as if fully set out verbatim.
2. The Vacation Accrual Policy shall become effective on January 8, 2024.
3. All Ordinances, Resolutions or parts thereof conflicting in any manner herewith are hereby repealed.

RESOLVED AND DONE THIS 11th DAY OF DECEMBER, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: December 11, 2023

Motion By:

Second By:

EXHIBIT “A”

Vacation Accrual Policy

Full Time Classified Employees

Year 0-5	4.0 Hours per pay period
Year 6-11	5.5 Hours per pay period
Year 12+	7.0 Hours per pay period

Certified Fire Department Employees

Year 0-5	5.0 Hours per pay period
Year 6-11	7.5 Hours per pay period
Year 12+	10.0 Hours per pay period

302 Vacation Benefits

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to accrue and use vacation time as described in this policy:

*** Full Time Classified Employees**

The amount of paid vacation time employees receives each year increases with the length of their employment as shown in the following schedule:

A) All City of Northport full-time employees and certified Fire Department employees when assigned to 8-hour shifts accrue Vacation time at the following rates:

CURRENT	Year 0-7	3.5 Hours per pay period
	Year 8-17	5.0 Hours per pay period
	Years 18+	6.5 Hours per pay period
PROPOSED	Year 0-5	4.0 Hours per pay period
	Year 6-11	5.5 Hours per pay period
	Year 12+	7.0 Hours per pay period

B) All City of Northport certified Fire Department employees when assigned to a 24-hour shift accrue Vacation time at the following rates:

CURRENT	Year 0-7	4.25 Hours per pay period
	Year 8-17	7.0 Hours per pay period
	Years 18+	9.0 Hours per pay period
PROPOSED	Year 0-5	5.0 Hours per pay period
	Year 6-11	7.5 Hours per pay period
	Year 12+	10.0 Hours per pay period

- A) Accrued vacation time for all full time City of Northport employees, excluding certified Fire Department employees when assigned to a 24-hour shift, shall not exceed an accumulated balance of 280 hours. Upon termination of employment with The City of Northport employees will be entitled to compensation for the value of their accrued Vacation time not to exceed 280 hours.
- B) Accrued vacation time for all certified Fire Department employees when assigned to a 24-hour shift, shall not exceed an accumulated balance of 380 hours. Upon termination of employment with the City of Northport full time, certified Fire Department employees when assigned to a 24-hour shift shall be entitled to compensation for the value of their accrued Vacation time not to exceed 380 hours.

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule.

For certified full-time Fire Department employees when assigned to a 24-hour shift vacation benefits see **Northport Fire/Rescue Standing Operating Procedure Staffing, Station Manning and Leave**

Requirements.

Paid vacation time can be used in minimum increments of one quarter of an hour. To take vacation, employees should request in advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. A request that is presented doesn't guarantee approval of vacation. Vacation request may not be approved more than twelve (12) months prior to date of requested day off.

For the purpose of record keeping, the employee's date of employment or date of re-employment is used in determining benefit accrual.



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: December 11, 2023

SUBJECT: Resolution authorizing the City Administrator to Bind Insurance Coverage for the City of Northport

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Glenda Webb

Summary:

The City of Northport utilizes USI Insurance Services, LLC to acquire insurance for blanket property coverage, crime, general liability, business auto, law enforcement and public officials' liability. The Department respectfully requests authorization for the City Administrator to bind insurance coverage for the City of Northport with a premium amount of \$688,301.00.

Recommendation:

Approve the attached resolution

Funding Source/GL Code:

GL Code No. 01-15-000-50350 Amount: \$688,301.00

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to bind insurance coverage for the City of Northport.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO BIND INSURANCE COVERAGE
FOR THE CITY OF NORTHPORT**

WHEREAS, the City utilizes USI Insurance Services, LLC to acquire insurance for blanket property coverage, crime, general liability, business auto, law enforcement and public officials' liability; and

WHEREAS, the City desires to continue insurance coverage for the City of Northport and ensure that the insurance coverage limits and costs are appropriate for the City; and

WHEREAS, the City Council desires to accept the insurance coverages and premiums in the proposal from USI, Insurance Services, LLC.

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

1. The City Administrator is authorized to sign all documents and requisitions pertaining to the insurance proposal and bind insurance coverage for the period of December 15, 2023-2024 for the City of Northport at the premium rate of \$688,301 to USI Insurance Services, LLC.

RESOLVED AND DONE THIS 11th DAY OF DECEMBER, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: December 11, 2023

Motion By:

Second By:



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: December 11, 2023

SUBJECT: Resolution entering into an agreement for First Responders Benefit Program

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Joseph Rose

Approved By: Joseph Rose

Summary:

This payment to ACE American Insurance Company (CHUBB) will authorize the City to fulfill its obligation to provide Firefighter Cancer and Disability Insurance to the City's Firefighters as mandated in Alabama State Act 2019-361. Effective January 1, 2020 the bill requires certain mandatory cancer benefits for career firefighters to include 1) Critical Illness (Lump Sum Cancer Benefit) & 2) Long-Term Disability (Income Replacement)

The City's current agent, Cobbs-Allen requested quotes and ACE American Insurance Company (CHUBB) made a proposal to the City to provide Enhanced coverage for the basic plan rate of \$14,820.00 per year for 76 Firefighters.

-

Recommendation:

Accept

Funding Source/GL Code:

GL Code No. 01-35-210-50030 Amount: \$14,820.00

Motion for Consideration:

I move to approve the resolution authorizing the renewal with ACE American Insurance Company in the amount of \$14,820.00 for Firefighter Cancer Insurance.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT WITH ACE AMERICAN INSURANCE COMPANY THROUGH COBBS
ALLEN
FOR CAREER FIREFIGHTER CANCER COVERAGE INSURANCE**

WHEREAS, the City of Northport provides is required through legislation to provide both Critical Illness (Lump Sum Cancer Benefit) and Long-Term Disability (Income Replacement) to all paid Career Firefighters; and

WHEREAS, the City of Northport purchases Career Firefighter cancer insurance coverage, to protect our Career Firefighters from paying covered cancer related claims and income protection during treatment of associated claims; and

WHEREAS, Cobbs Allen represents the City as an agent and consultant for obtaining cancer coverage renewal; and

WHEREAS, the Human Resources Department through Cobbs Allen, accepted quotes from cancer coverage providers and received a quote from ACE American Insurance Company, that was for the lowest premium and highest coverage; and

WHEREAS, the City Council for the City of Northport, Alabama, is of the opinion that purchasing Career Firefighter Enhanced cancer coverage insurance at the lowest possible cost is in the best interest of the citizens of the City of Northport, Alabama.

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

1. That the Mayor be, and he is, hereby authorized to execute on behalf of the City of Northport, Alabama, an agreement with the ACE American Insurance Company, attached hereto as Exhibit "A" and incorporated herein by references as if fully set out herein verbatim.

RESOLVED AND DONE this 11th day of December, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda Webb
City Administrator

Reading: December 11th, 2023
Motion By:
Second By:

EXHIBIT “A”

From: Haffner, Erin W <Erin.Haffner@Chubb.com>
Sent: Friday, October 13, 2023 10:30 AM
To: Brian Butler <bbutler@cobbsallen.com>
Cc: Liz Patton <lpatton@cobbsallen.com>; LeBlanc, Megan <Megan.Dustin@Chubb.com>
Subject: City of Northport - PTP N17937923 (24-25) Ren Proposal (Standard) - Options Provided

CHUBB

2024 Renewal Proposal

Chubb NA Accident & Health is pleased to offer a proposal to City of Northport. This proposal is valid until January 1, 2024. If by that date you have not accepted the terms we have offered in this proposal, it will no longer be valid. If you have any questions or require additional information please contact me.

TERMS & CONDITIONS OF COVERAGE

Proposed Insured:	City of Northport
Policy Number:	PTP N17937923
Underwriting Company:	ACE American Insurance Company
Policy Term:	January 1, 2024 to January 1, 2025
Commissions - Broker:	10%

Premium Options

Standard Plan Premium: **\$13,984 (Current Coverage)**

“Covered Cancer” means a Cancer that was Diagnosed after the Policy Effective Date. Covered Cancer includes only the following types of cancer: bladder, blood, brain, breast, cervical, esophageal, intestinal, kidney, lymphatic, lung, prostate, rectum, respiratory tract, skin, testicular, and thyroid cancer; leukemia; multiple myeloma; Hodgkin’s lymphoma or non-Hodgkin’s lymphoma.

Enhanced Plan Premium: **\$14,820**

“Covered Cancer” means any cancer that was Diagnosed after the Policy Effective Date.

Cancer Death Benefit Options (Not on the Current Policy)

Principal Sum: \$75,000

If a firefighter dies as the direct result of a Covered Cancer or treatment of a Covered Cancer while covered under this Policy, We will pay the Principal Sum shown above. In order for benefits to be payable, the diagnosis of Covered Cancer must occur while covered under this Policy.

Standard Plan Cancer Death Premium: **\$4,408 Additional**

Enhanced Plan Cancer Death Premium: **\$4,864 Additional**

Please see your current Policy for more details concerning coverage.

This proposal is not a contract of insurance. The terms and conditions of coverage will be detailed in the policy issued once we receive your acceptance. If there are any differences between the terms and conditions of this proposal and the policy issued to

you, the policy will govern. The policy is governed by the laws of the state in which it is delivered. Certain terms or provisions may be different as required by the laws of that state.

Chubb NA is the U.S.-based operating division of the Chubb Group of Companies, headed by Chubb Ltd. (NYSE:CB) Insurance products and services are provided by Chubb Insurance underwriting companies and not by the parent company itself.

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb NA insurance companies, please go to <http://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>.

CHUBB®

Megan LeBlanc

Underwriter, Accident & Health

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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: December 11, 2023

SUBJECT: Resolution Authorizing Renewal of Waste Disposal Service Agreement

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

This resolution authorizes the Mayor to renew the Waste Disposal Service Agreement with the Black Warrior Solid Waste Disposal Authority for the disposal of solid waste for an additional ten-year term, beginning January 21, 2024, so that the term of the Agreement will now end upon January 20, 2034, unless further renewed. The agreement has been in place since 1994. The City of Tuscaloosa and Tuscaloosa County are also required signatories, along with the Authority, before the agreement becomes effective.

Recommendation:

Approve the attached resolution authorizing the Mayor to renew the Waste Disposal Service Agreement

Funding Source/GL Code:

Costs (tipping fees) are reviewed and determined annually based on the Authority's operating budget

Motion for Consideration:

I move to approve the attached resolution authorizing the Mayor to renew the Waste Disposal Service Agreement with the Black Warrior Solid Waste Disposal Authority.

RESOLUTION NO. -

RESOLUTION AUTHORIZING RENEWAL OF WASTE DISPOSAL SERVICE AGREEMENT

WHEREAS, the City of Northport, City of Tuscaloosa, and Tuscaloosa County (“Governments”), are each a Determining Subdivision with respect to the Black Warrior Solid Waste Disposal Authority, which was organized pursuant to ALABAMA CODE § 11-89(a)-1, et. seq.; and

WHEREAS, the Governments and the Authority are all of the parties to that certain Waste Disposal Service Agreement dated January 21, 1994 (the “Agreement”); and

WHEREAS, the Agreement was amended by that certain Renewal of Waste Disposal Service Agreement between the parties dated December 2, 1999 extending the term of the Agreement to January 20, 2014, and that certain Renewal of Waste Disposal Service Agreement dated effective June 1, 2010 extending the term of the Agreement to January 20, 2024; and

WHEREAS, pursuant to Article III, part A, of the Agreement, the Governments may elect to renew the term of the Agreement for succeeding ten-year terms;

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

1. The Mayor is hereby authorized to renew the Waste Disposal Service Agreement for an additional ten-year term, beginning January 21, 2024, so that the term of the Agreement will now end on January 20, 2034, unless further renewed.

RESOLVED AND DONE THIS ____ DAY OF _____, 20__.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading:
Motion By:
Second By:

EXHIBIT “A”

STATE OF ALABAMA §

COUNTY OF TUSCALOOSA §

RENEWAL OF WASTE DISPOSAL SERVICE AGREEMENT

This Agreement is made effective as of the 21st day of January, 2024, by and between the City of Tuscaloosa (“Tuscaloosa”), Tuscaloosa County (“County”), the City of Northport (“Northport”), and the Black Warrior Solid Waste Disposal Authority (“Authority”) and is made pursuant to resolutions duly adopted by the City Council of the City of Tuscaloosa, the Board of Commissioners of Tuscaloosa County, the City Council of the City of Northport, and the Board of Directors of the Authority.

RECITALS

WHEREAS, Tuscaloosa, County and Northport are each a Determining Subdivision with respect to the Black Warrior Solid Waste Disposal Authority, which was organized pursuant to ALABAMA CODE § 11-89(a)-1, et. seq., by Certificate of Incorporation which was recorded in Corporation Record Book 109 at page 572 in the office of the Judge of Probate of Tuscaloosa County, Alabama, which Certificate was amended and restated by instrument recorded at Corporation Record Book 112 at page 354 in the office of the Judge of Probate of Tuscaloosa County, Alabama; and

WHEREAS, Tuscaloosa, County, Northport and the Authority are all of the parties to that certain Waste Disposal Service Agreement dated January 21, 1994 (the “Agreement”), which Agreement, pursuant to the terms of Article III thereof, was for an initial term of ten (10) years from the date of execution thereof; and

WHEREAS, the Agreement was amended by that certain Renewal of Waste Disposal Service Agreement between the parties dated December 2, 1999 extending the term of the Agreement to January 20, 2014, and that certain Renewal of Waste Disposal Service Agreement dated effective June 1, 2010 extending the term of the Agreement to January 20, 2024; and

WHEREAS, pursuant to Article III, part A, of the Agreement, Tuscaloosa, County and Northport may elect to renew the term of the Agreement for succeeding ten-year terms; and

WHEREAS, in order for the Authority to maintain its financing for the continued expansion and operation of its Black Warrior Landfill, the Authority has requested that Tuscaloosa, County and Northport exercise their right to renew the Agreement and all parties hereto find that it is in the best interest of the Authority as well as Tuscaloosa, County and Northport, to implement such renewal;

NOW, THEREFORE, Tuscaloosa, County, Northport and the Authority, pursuant to Article III, part A, of the Agreement, do hereby renew the Agreement for an additional ten-year term, beginning January 21, 2024, so that the term of the Agreement will now end upon January 20, 2034,

unless further renewed and extended pursuant to said Article III, part A.

This Agreement may be executed in multiple counterparts, but shall only become effective as to any party hereto when a counterpart hereof has been executed by each and every party hereto.

**BLACK WARRIOR SOLID WASTE
DISPOSAL AUTHORITY**

Attest:

By: Bill Lamb, Secretary

By: Bob Lewis, Chairman

Date of Execution: _____

Attest:

CITY OF TUSCALOOSA

By: City Clerk

By: Walter Maddox, Mayor

Date of Execution: _____

Attest:

CITY OF NORTHPORT

By: Glenda Webb, City Administrator

By: John Hinton, Mayor

Date of Execution: _____

Attest:

TUSCALOOSA COUNTY COMMISSION

By: Clerk

By: Ward D. "Rob" Robertson
Chairman and Probate Judge

Date of Execution: _____

STATE OF ALABAMA)
)
COUNTY OF TUSCALOOSA)

WASTE DISPOSAL SERVICE AGREEMENT

THIS AGREEMENT made this 21st day of January, 1994 by and between the City of Tuscaloosa ("Tuscaloosa"), Tuscaloosa County ("County"), and the City of Northport ("Northport"), and the Black Warrior Solid Waste Disposal Authority ("Authority"), pursuant to resolution duly adopted by the City Council of the City of Tuscaloosa, City of Northport Board of Commissioners of Tuscaloosa County, and the Board of Directors of the Authority,

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

WHEREAS, the Tuscaloosa, Northport and the County are desirous of entering into a contract with the Authority for disposal of its solid waste, as defined herein below; and

WHEREAS, the Authority, in consideration of the covenants set out herein below, is desirous of accepting such solid waste for disposal;

WHEREAS, in order to insure the viable operation by the Authority of the sanitary landfill, each party to this agreement recognizes that complete commitment and full performance of the terms and conditions is imperative and further that the failure of any party to adhere to the terms and conditions of this agreement will have a significant adverse effect on the continued operation of the sanitary landfill.

NOW, THEREFORE, THE PREMISES CONSIDERED and in further consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

I.

DEFINITIONS

The Sanitary Landfill - The Coker landfill located off Highway 82 and partly in the corporate limits of Northport, Alabama, and presently owned and operated by the Authority.

City Waste Material - Any and all "Solid Waste" (as defined by applicable Alabama Law), which definition includes, but is not limited to, refuse, garbage and bulky waste, and which is generated and collected by Tuscaloosa or Northport for sanitary landfill disposal and delivered to said landfill by City waste collection vehicles or by vehicles operated by waste collection service operating under contract with the City to provide such waste collection services.

County Waste Material - Any and all Solid Waste (as defined by applicable Alabama Law) which definition includes, but is not limited to, refuse, garbage, and bulky waste and which is generated by Tuscaloosa County and delivered to said landfill by vehicles operated by waste collection services operating under contract with the County.

Permits - Any and all final and non-appealable governmental or other permits, consents, approvals, certifications, licenses, authorizations, utility connections, annexations, zoning, special use, certificate of designation, or other land use designation as may be necessary to allow the Authority to operate the sanitary landfill.

Solid Waste - Includes but is not limited to refuse, garbage and bulky waste which is generated and collected as defined by applicable state law. Solid Waste does not include trash.

Trash - Includes, but is not limited to, trees and lawn trimmings, leaves, pine straw, trash that has been burned, rocks, bricks, dirt, ashes, lumber, appliances, concrete, bushes, and demolition type wastes.

II.

SCOPE OF SERVICE

A. Subject to the terms and conditions hereunder, Tuscaloosa, Northport and the County agree that they shall cause all their respective City and County waste material, as defined herein, to be delivered to the sanitary landfill, and the Authority agrees that it will accept and landfill in accordance with all applicable laws and regulations all such City and County waste material at the Coker landfill. It is further agreed by all parties hereto, that trash, as defined hereinabove, will not be delivered to the landfill nor shall the Authority accept such trash for disposal at the land fill.

B. Tuscaloosa, Northport and the County, in consideration of the Authority's acceptance of such waste material, agree to pay to the Authority a tipping fee, calculated in accordance with the following provisions:

The initial tipping fee charged shall be \$ 18.00 per ton. Said tipping fee shall be calculated on the basis of the initial one year operating budget of the Authority attached hereto as "Exhibit A". On October 1, 1994, and on each subsequent October 1, during the term of this agreement, the tipping fee shall be adjusted and revised according to the operating budget duly adopted by the Authority for the fiscal year beginning on said date. The Authority shall submit no later than sixty (60) days prior to October 1, copies of its proposed operating budget and proposed tipping fees to Tuscaloosa, Northport and the County.

The Authority will invoice Tuscaloosa, Northport and the County or its contractor, at the direction of the County, on a monthly basis. Each governing body or the County's contractor shall pay such invoice within thirty (30) days of receipt of same. All amounts as invoiced will be due and payable within thirty (30) days of receipt of the same and shall be delinquent thereafter. A late fee of 1.5 percent per month of the amount invoiced will be assessed for any delinquent amount, and the same late fee shall be assessed for each month thereafter that the delinquent amount remains unpaid. In the event the County requires that invoices be directed to its contractor, the County shall guarantee payments of all such invoices by contractor and penalties if applicable and shall execute any and all documents reasonably required in connection therewith. In the event that the County is invoiced directly the County agrees to pay the full amount of such invoice in accordance with the provisions contained herein.

C. The Authority agrees to set aside a reserve, or contingency fund, to be applied to any liabilities incurred by the Authority in the operation and maintenance of the sanitary landfill, including but not limited to any fee, surcharge, duty, tax or other charges of any nature imposed by the Federal government, any agency thereof, the State of Alabama, or any agency thereof, which is imposed solely by reason of the nature of the operations conducted by the Authority. It is further agreed that the proceeds of such fund shall be applied to any such fee, surcharge, duty, tax, or other charge, before any adjustments are made to the tipping fees imposed under this agreement.

D. The Authority shall be solely responsible for securing necessary permits and approvals from the appropriate Federal State and/or local governmental agencies having jurisdiction over sanitary landfill operations.

E. The Authority agrees to install and maintain in good working order and to have available on all days on which the sanitary landfill is open, a scale to be used in weighing all solid waste material deposited at the sanitary landfill. The Authority is responsible for providing normal maintenance and calibration of the scale in accordance with the manufacturer's recommendations. Any party to this agreement may, on a monthly basis and during normal working hours, inspect the scale and test the accuracy of the same. In the event the scale is not operable at any time, vehicles will be charged base on the full truck cubic yardage capacity, calculated in such a manner as the Authority deems appropriate.

F. During the term of this agreement, Northport, Tuscaloosa and the County will continue their current practice of: collecting waste material on their own behalf, or entering into and maintaining contracts with a waste collection service(s) for the collection of all solid waste material; or permitting, licensing, or franchising such waste collection service. To the extent permitted by applicable Federal or State law, Tuscaloosa, Northport and the County shall require as a condition of any such contract, permits, licenses, or franchises, that such collection - service(s) dispose of all solid waste material at the sanitary landfill.

III.

TERM OF CONTRACT

A. This agreement shall become effective upon complete execution of all parties hereto. The term of this agreement shall be ten (10) years from the date of execution thereof, and may be renewed for succeeding 10-year terms thereafter. In the event that the City of Northport, the City of Tuscaloosa or Tuscaloosa County elect not to renew this contract after the initial 10-year term, or subsequent 10-year extension, the entity which elects not to renew forfeits all right, title or claim to any assets then held by the Authority, or subsequently acquired by the Authority, in the event that the Board of Directors of the Authority elects to dissolve the Authority. Additionally, the entity electing not to renew the contract shall indemnify the Authority for its pro rata share of any liability for environmental claims arising out of the

operation of the landfill during its participation in operation of the landfill under the contract or extension thereof to the extent that such liability is imposed on said entity by state and federal environmental statutes, regulations and related provisions. In no event shall any party electing not to renew or extend the contract be liable for any claim or claims, whether asserted under state or federal law, occurring after said party terminates its contractual relationship with the Authority. It is the intention of the parties that no liability be imposed on any party hereto that exceeds the laws, statutes, regulations or related provisions referred to herein.

B. Any party electing not to renew this contract after expiration of the initial ten (10) year term shall so notify in writing all parties to this agreement of such election, no later than two (2) years next preceding the expiration date of this agreement, as provided for herein; provided, that the Authority agrees to notify each party hereto of the last day upon which such notice may be given, at least thirty (30) days prior to said day.

IV.

PERMITS AND COMPLIANCE

The Authority shall perform its obligations herein in full compliance with the permits and all applicable laws, rules and regulations under Federal and State law.

V.

INDEMNIFICATION

The Authority agrees to protect, indemnify, defend and save harmless Tuscaloosa, Northport and the County, their elected officials, officers, agents, employees, representatives and assigns from any loss, claim, demand, liability, penalty, fine, forfeiture, action or cause of action, suit and all costs incidental thereto (including costs of defense, settlement and reasonable attorney's fees), arising out of, or relating to, the Authority's maintenance or operation of the sanitary landfill, except for those occurrences directly caused by the negligence or willful conduct of Tuscaloosa, Northport, the County, or their officers, agents and employees.

VI.

INSURANCE

The Authority will maintain Workmen's Compensation coverage sufficient to meet the requirements of the law of the State of Alabama. Additionally, the Authority shall provide and maintain adequate Insurance, of the type and in such amounts as determined by the Authority, to protect against claims arising out of the Authority's operations which result in bodily injury, death or property damage suffered on or about the Sanitary Landfill. Each governing body, its officers, agents and employees shall be named as additional insureds on all insurance policies acquired by the Authority. The policy shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the parties to this agreement sixty (60) days notice in writing. The Authority agrees to furnish evidence that the insurance required of it is in full force and effect.

VII.

ENVIRONMENTAL PROTECTION

The Authority will take every reasonable measure to prevent or eliminate the presence of flies, rodents, vermin or other similar pests at the landfill.

VIII.

DEFAULT

If any of the parties breaches this agreement or defaults in the performance of any of the covenants or conditions contained herein, then any party, after first having given the defaulting party written notice of such breach or default will either: (1) terminate this agreement if the defaulting party has not cured the breach or default within thirty (30) days after receipt of written notice of said breach or default, provided however, any party electing to terminate this agreement without cause, except as in accordance with Section III(b) hereof, shall be liable for any and all increases in tipping fees imposed on the other governing bodies as a result of such termination, including any reasonable attorneys' fees if it becomes necessary to institute suit to collect the same; (2) Cure the breach or default at the expense of the breaching or defaulting party; and/or (3) have recourse to any other rights or remedies to which it may be entitled at law. In the event any party waives default by the other party or parties, such waiver shall

not be construed as a continuing waiver of the same or any subsequent default. Provided; however, the Authority shall not waive the default of any party without the consent of the governing bodies of the other two non-defaulting parties.

IX.

GENERAL CONDITIONS

A. None of the parties shall assign, transfer or permit the assignment or transfer of this agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

B. This agreement constitutes the entire agreement and understanding between the parties hereto, and completely supersedes all prior written or oral agreements or understandings between the parties. No part of this agreement may be altered, modified, or changed in any respect unless duly authorized and approved by each governing body and the Board of Directors of the Authority, in writing and signed by the parties hereto.

C. If any term, clause, or provision of this agreement is declared to be invalid by a court of competent jurisdiction, it is the intention of the parties hereto that the remainder of this agreement not be affected thereby.

D. All notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by certified or registered United States Mail, addressed as follows:

City of Tuscaloosa:

Mayor Alvin P. DuPont
City of Tuscaloosa
P. O. Box 2089
Tuscaloosa, Alabama 35403

Burton Flanagan
CITY OF TUSCALOOSA
Legal Dept.
Tuscaloosa, Alabama 35403

City of Northport:

Mayor Wayne Rose
City of Northport
P. O. Drawer 569
Northport, Alabama 35476
Charles Swann, City Administrator

Ronald L. Davis
ROSEN, COOK, SLEDGE, DAVIS
CARROLL & JONES, P.A.
P. O. Box 2727
Tuscaloosa, Alabama 35403

Tuscaloosa County Commission:

W. Hardy McCollum, Chairman
Tuscaloosa County Courthouse
714 Greensboro Avenue
Tuscaloosa, Alabama 35401

Barry Mullins
MULLINS & SPENCE
2600 6th Street
Tuscaloosa, AL 35401

IN WITNESS WHEREOF, the parties cause their signatures to be affixed hereto on this the

21ST day of January, 1994

ATTEST:

Byron Findley, City Clerk

Alvin P. DuPont, Mayor
City of Tuscaloosa

ATTEST:

Charles Swann, City Administrator

Wayne Rose, Mayor
City of Northport

ATTEST:

Robert H Johnston

Hardy McCollum, Probate Judge
Chairman, Tuscaloosa County Commission

ATTEST:

Robert H Johnston
SECT / TREAS.

Samuel H. Smith, Jr.
By:
Chairman, Board of Directors
Black Warrior Solid Waste
Disposal Authority

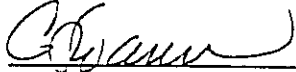
IN WITNESS WHEREOF, the parties cause their signatures to be affixed hereto on this the

_____ day of _____, 1993.

ATTEST:

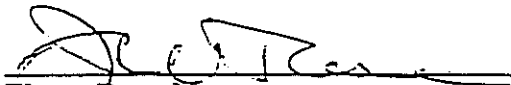
Byron Findley, City Clerk

ATTEST:



Charles Swann, City Administrator

Alvin P. DuPont, Mayor
City of Tuscaloosa

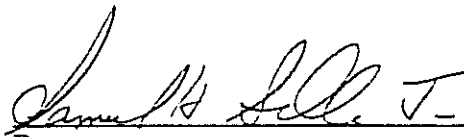


Wayne Rose, Mayor
City of Northport

ATTEST:

Hardy McCollum, Probate Judge
Chairman, Tuscaloosa County Commission

ATTEST:



By: _____
Chairman, Board of Directors
Black Warrior Solid Waste
Disposal Authority

COPY

EXHIBIT A
 ANNUAL OPERATING BUDGET OF THE
 Black Warrior SOLID WASTE DISPOSAL AUTHORITY

CATEGORY	ITEM	TOTAL
OPERATING COSTS:		
Personnel		
Fuel		
Maintenance		
Supplies		
Utilities		
Leachate Treatment		
GW Monitoring		
Professional Services		
Insurance		
Professional Development		
Governmental Surtaxes		
Closure Reserve		
Contingency Fund		
Total Operating Costs	-----	-----
		0
DEBT SERVICE:		
Long Term Components		
Cell Construction		
Equipment		
Total Debt Service	-----	-----
		0
TOTAL CASH REQUIREMENTS		-----
		0
LESS COMMERCIAL REVENUES:		
Tipping Fees;		
_____ tons X _____/ton		
Other Fees		
Total Commercial Revenues	-----	-----
		0
GOVERNMENTAL REVENUES REQUIRED		-----
		0
Divided by Governmental Tons		
GOVERNMENTAL TIPPING FEE	-----	-----
	=====	

STATE OF ALABAMA §
COUNTY OF TUSCALOOSA §

RENEWAL OF WASTE DISPOSAL SERVICE AGREEMENT

This Agreement is made effective as of 12-2, 1999, by and between the City of Tuscaloosa (Tuscaloosa), Tuscaloosa County (County), the City of Northport (Northport), and the Black Warrior Solid Waste Disposal Authority (Authority) and is made pursuant to Resolution duly adopted by the City Council of the City of Tuscaloosa, the Board of Commissioners of Tuscaloosa County, the City Council of the City of Northport, and the Board of Directors of the Authority.

RECITALS

WHEREAS, Tuscaloosa, County and Northport are each a Determining Subdivision with respect to the Black Warrior Solid Waste Disposal Authority, which was organized pursuant to ALABAMA CODE § 11-89(a)-1, et. seq., by Certificate of Incorporation which was recorded in Corporation Record Book 109 at page 572 in the office of the Judge of Probate of Tuscaloosa County, Alabama, which Certificate was amended and restated by instrument recorded at Corporation Record Book 112 at page 354 in the office of the Judge of Probate of Tuscaloosa County, Alabama; and

WHEREAS, Tuscaloosa, County, Northport and the Authority are all of the parties to that certain Waste Disposal Service Agreement dated January 21, 1994 (the Agreement), which Agreement, pursuant to the terms of Article III thereof, was for an initial term of ten (10) years from the date of execution thereof; and

WHEREAS, pursuant to Article III, part A, of the Agreement, Tuscaloosa, County and Northport may elect to renew the term of the Agreement for succeeding ten-year terms; and

WHEREAS, in order for the Authority to obtain financing for the continued expansion and operation of its Black Warrior Landfill, the Authority has requested that Tuscaloosa, County and Northport exercise their right to renew the Agreement and all parties hereto find that it is in the best interest of the Authority as well as Tuscaloosa, County and Northport, to implement such renewal;

NOW, THEREFORE, Tuscaloosa, County, Northport and the Authority, pursuant to Article III, part A, of the Agreement, do hereby renew the Agreement for an additional ten-year term, beginning January 21, 2004, so that the term of the Agreement will now end upon January 20, 2014, unless further renewed and extended pursuant to said Article III, part A.

This Agreement may be executed in multiple counterparts, but shall only become effective as to any party hereto when a counterpart hereof has been executed by each and every party hereto.

Attest:

Berita Clegg
By: City Clerk

CITY OF TUSCALOOSA

Alvin P. DuPont
By: Alvin P. DuPont
Mayor

Date of Execution: 11-16-1999

Attest:

Charles Swann
By: Charles Swann, City Administrator

CITY OF NORTHPORT

Wayne Rose
By: Wayne Rose
Mayor
Date of Execution: _____

Attest:

Clerk
By: Clerk

TUSCALOOSA COUNTY COMMISSION

W. Hardy McCollum
By: W. Hardy McCollum |
Chairman and Probate Judge

Attest:

Secretary/Treasurer
By: Secretary/Treasurer

**BLACK WARRIOR SOLID WASTE
AUTHORITY**

By:
As Its: _____
Date of Execution: _____

Attest:

By: City Clerk

Attest:

By: Charles Swann, City Administrator

Attest:

By: Clerk

Attest:

By: Secretary/Treasurer

CITY OF TUSCALOOSA

By: Alvin P. DuPont
Mayor

Date of Execution:

CITY OF NORTHPORT

By: Wayne Rose
Mayor

Date of Execution:

TUSCALOOSA COUNTY COMMISSION

By: W. Hardy McCollum
Chairman and Probate Judge

**BLACK WARRIOR SOLID WASTE
AUTHORITY**

By: Samuel H. Swindle, Jr.

As Its: Chairman

Date of Execution:

Attest:

CITY OF TUSCALOOSA

By: City Clerk

By: Alvin P. DuPont
Mayor

Date of Execution: _____

Attest:

CITY OF NORTHPORT

By: Charles Swann, City Administrator

By: Wayne Rose
Mayor

Date of Execution: _____

Attest:

TUSCALOOSA COUNTY COMMISSION

By: Clerk

By: W. Hardy McCollum
Chairman and Probate Judge

Attest:

**BLACK WARRIOR SOLID WASTE
AUTHORITY**

By: Secretary/Treasurer

By: _____

As Its: _____

Date of Execution: _____

APPROVED

JAC
City Attorney

Legal Dept.

Prepared By MLC
Request By SWDA
Presentation On 11-16-99
Type Of Rules _____

RESOLUTION

RESOLUTION AUTHORIZING RENEWAL AND EXTENSION OF WASTE
DISPOSAL SERVICE AGREEMENT
(931011 1)

WHEREAS, heretofore the City of Tuscaloosa in conjunction with Tuscaloosa County and the City of Northport, as Determining Subdivisions, organized pursuant to ALA. CODE §11-89(a)-1, et seq., the Black Warrior Solid Waste Disposal Authority; and

WHEREAS, on or about the 21st day of January, 1994 the City of Tuscaloosa, Tuscaloosa County and the City of Northport and the Authority entered into a Waste Disposal Service Agreement and pursuant to the conditions of Article III thereof was for an initial term of ten (10) years from the date of execution and also provided therein that such parties may elect to renew the term of the agreement for a succeeding ten (10) years; and

WHEREAS, in order for the Authority to obtain necessary financing for its continued expansion and operation of the landfill, the Authority has requested that the City of Tuscaloosa, Tuscaloosa County and City of Northport exercise their respective rights to renew the agreement.

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

That the Mayor be, and he is hereby authorized to executed that certain renewal and extension of Solid Waste Disposal Agreement between the City of Tuscaloosa, the City of Northport, Tuscaloosa County and the Black Warrior Solid Waste Disposal Authority extending the term thereof to January 20, 2014 unless further renewed and/or extended pursuant to said agreement, by and as an act for, and on behalf of the City of Tuscaloosa and the City Clerk is authorized to attest the same.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, Benita Crepps, City Clerk of the City of Tuscaloosa, Alabama, hereby certify that the above and foregoing is a true and correct copy of this resolution, adopted by the Council of Tuscaloosa at a regular meeting held on the 16th day of November, 1999, the same appears and remains of record in the record book in my office wherein are recorded the minutes of the proceedings of said Council.

^{16th} WITNESS my signature and the official seal of said City of Tuscaloosa, this the day of November, 1999.

Benita Crepps
Benita Crepps, City Clerk

RESOLUTION NO. 99-55

**RESOLUTION AUTHORIZING THE MAYOR AND CITY
ADMINISTRATOR-CLERK TO EXECUTE THE RENEWAL
OF WASTE DISPOSAL SERVICE AGREEMENT**

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

That the Mayor and City Administrator are hereby authorized to execute that certain *Renewal of Waste Disposal Service Agreement* by and between the City of Tuscaloosa, Tuscaloosa County, the City of Northport, and the Black Warrior Solid Waste Disposal Authority, relating to and extending the Waste Disposal Service Agreement dated January 29, 1994 among said parties for an additional ten year term beginning January 21, 2004 so that the term of the agreement will now end upon January 20, 2014.

RESOLVED AND DONE this 15 day of NOVEMBER, 1999.

CITY COUNCIL OF THE CITY OF
NORTHPORT

By: Donna Aaron

Donna Aaron
Its President

.T

7.

Charles T. Swann, P.E.
Its City Administrator-Clerk

TUSCALOOSA COUNTY COMMISSION

MEETING

November 17, 1999

TUSCALOOSA COUNTY

§

STATE OF ALABAMA

§

This being the date and hour to which the Tuscaloosa County Commission adjourned, the County Commission met pursuant to such adjournment with Probate Judge W. Hardy McCollum presiding as Chairman. The following members were present:

Mike Richardson
Gary Youngblood
Bobby Miller
Reginald Murray

Commissioner Bobby Miller moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to adopt a new Excessive Absenteeism Policy covering Tuscaloosa County employees. This new policy was adopted to better conform to the Federal Family and Medical Leave Act.

Exhibit 11-1, Page

Commissioner Mike Richardson moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize the Road and Bridge Department to clean a ditch and install the necessary pipe to drain water off of the gin property near the Black Warrior Parkway. According to the County Engineer, the cost of materials for this project, which was not included in the engineering plans of the Black Warrior Parkway, is approximately \$1100

Commissioner Mike Richardson moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to install

a drainage pipe and resurface Shelton State Community College's parking lot. According to County Engineer Bobby Hagler, Shelton State is going to pay for the materials on this project.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to purchase a 1973 977, two and one-half clam shell bucket, track loader from the Alabama Department of Economics and Community Affairs Surplus Property Division. The County Commission further declared the county's 1991 953 loader (tractor 452) surplus property to be disposed of through the county's annual auction.

Bids on one (1) diesel pile hammer and leads were opened and referred to the County Engineer for appropriate action. Bidding firms were as follows:

Pileco, Inc.
L. B. Smith, Inc.
International Construction Equipment,

Exhibit 11-2, Page

Bids on one (1) crawler mounted lattice boom crane were opened and referred to the County Engineer for appropriate action. Bidding firms were as follows:

All Erection & Crane Rental Corporation
Port City Tractor, Inc.
L. B. Smith, Inc.
Cowin Equipment Company

Exhibit 11-3, Page

Bids on one (1) self-propelled chip spreader were opened and referred to the County Engineer for appropriate action. Bidding firms were as follows:

Cowin Equipment Company, Inc.
GEFFS Manufacturing, Inc.
Joe Money Machinery Co., Inc.

Exhibit 11-4, Page

Bids on computers were opened and referred to the Data Processing Department for appropriate action. Bidding firms were as follows:

Insight
T & G Professional Computing

Exhibit 11-5, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to authorize the proposed change orders on the Multimodal Warehouse and Bus Station Renovation Project, Project No. STPTE-0097(43), listed on the attached exhibit. The net change is a \$7,227.96 reduction of contracts.

Exhibit 11-6, Page

Commissioner Mike Richardson moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to renew the Waste Disposal Service Agreement between the City of Tuscaloosa, Tuscaloosa County, the City of Northport, and the Black Warrior Solid Waste Disposal Authority for an additional ten-year term, beginning January 21, 2004.

Exhibit 11-7, Page

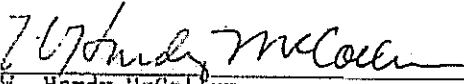
Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to endorse Tuscaloosa County Emergency Management Agency's proposal to install rotating electromechanical sirens in the Hillcrest area adjacent to U.S. Highway 69 and in the Coker area adjacent to Highway 140. Both locations are shown in the attached exhibit.

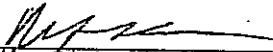
Exhibit 11-8, Page

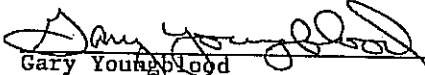
Commissioner Gary Youngblood moved, seconded by Commissioner Mike Richardson, the County Commission voted unanimously to dispense \$1,000 of Representative Gerald Allen's discretionary funds to the March of Dimes as requested by Representative Allen.

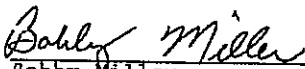
Exhibit 11-9, Page

There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, December 1, 1999.


W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission


Mike Richardson
Commissioner - District I


Gary Youngblood
Commissioner - District II


Bobby Miller
Commissioner - District III


Reginald Murray
Commissioner - District IV

DEC 03 1999

I hereby certify that this is a true and correct copy of the
Tuscaloosa County Commission minutes of November 17, 1999.


Robert H. Johnston
Clerk, Tuscaloosa County Commission

STATE OF ALABAMA §

COUNTY OF TUSCALOOSA §

RENEWAL OF WASTE DISPOSAL SERVICE AGREEMENT

This Agreement is made effective as of the 1st day of June, 2010, by and between the City of Tuscaloosa ("Tuscaloosa"), Tuscaloosa County ("County"), the City of Northport ("Northport"), and the Black Warrior Solid Waste Disposal Authority ("Authority") and is made pursuant to resolutions duly adopted by the City Council of the City of Tuscaloosa, the Board of Commissioners of Tuscaloosa County, the City Council of the City of Northport, and the Board of Directors of the Authority.

RECITALS

WHEREAS, Tuscaloosa, County and Northport are each a Determining Subdivision with respect to the Black Warrior Solid Waste Disposal Authority, which was organized pursuant to ALABAMA CODE § 11-89(a)-1, et. seq., by Certificate of Incorporation which was recorded in Corporation Record Book 109 at page 572 in the office of the Judge of Probate of Tuscaloosa County, Alabama, which Certificate was amended and restated by instrument recorded at Corporation Record Book 112 at page 354 in the office of the Judge of Probate of Tuscaloosa County, Alabama; and

WHEREAS, Tuscaloosa, County, Northport and the Authority are all of the parties to that certain Waste Disposal Service Agreement dated January 21, 1994 (the "Agreement"), which Agreement, pursuant to the terms of Article III thereof, was for an initial term of ten (10) years from the date of execution thereof; and

WHEREAS, the Agreement was amended by that certain Renewal of Waste Disposal Service Agreement between the parties dated December 2, 1999 (the "1999 Amendment") extending the term of the Agreement to January 20, 2014; and

WHEREAS, pursuant to Article III, part A, of the Agreement, Tuscaloosa, County and Northport may elect to renew the term of the Agreement for succeeding ten-year terms; and

WHEREAS, in order for the Authority to maintain its financing for the continued expansion and operation of its Black Warrior Landfill, the Authority has requested that Tuscaloosa, County and Northport exercise their right to renew the Agreement and all parties hereto find that it is in the best interest of the Authority as well as Tuscaloosa, County and Northport, to implement such renewal;

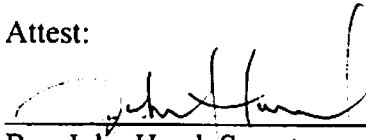
NOW, THEREFORE, Tuscaloosa, County, Northport and the Authority, pursuant to Article III, part A, of the Agreement, do hereby renew the Agreement for an additional ten-year term, beginning January 21, 2014, so that the term of the Agreement will now end upon January 20, 2024,

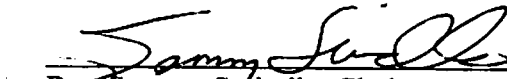
unless further renewed and extended pursuant to said Article III, part A.

This Agreement may be executed in multiple counterparts, but shall only become effective as to any party hereto when a counterpart hereof has been executed by each and every party hereto.

**BLACK WARRIOR SOLID WASTE
DISPOSAL AUTHORITY**

Attest:


By: John Hand, Secretary


By: Sammy Swindle, Chairman

Date of Execution: 7/16/10

Attest:

Nacy B. Coom
By: City Clerk

CITY OF TUSCALOOSA

Walt M. Ly
By: Walter Maddox, Mayor

Date of Execution: 6-9-10

Attest:



By: Scott Collins, City Administrator

CITY OF NORTHPORT



By: Bobby Herndon, Mayor

Date of Execution: 7/6/2010

Attest:

M. L. [Signature]
By: Clerk

TUSCALOOSA COUNTY COMMISSION

W. Hardy McCollum
By: W. Hardy McCollum
Chairman and Probate Judge

Date of Execution: 7-8-10

APPROVED



Office of the City Attorney
(As to form only)

Prepared By: TDB
Requested: OCA/Projects
Presentation on: 6/8/10
Suspension of Rules: No

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL OF THE WASTE DISPOSAL SERVICE AGREEMENT REGARDING THE BLACK WARRIOR SOLID WASTE DISPOSAL AUTHORITY (A10-0515)

WHEREAS, The Black Warrior Solid Waste Disposal Authority (Authority) is comprised of the City of Tuscaloosa, City of Northport and Tuscaloosa County and pursuant to Article III of the original agreement executed on January 21, 1994, the term of the Authority was for ten (10) years with the provision for renewal for succeeding ten (10) year terms thereafter; and,

WHEREAS, the agreement was renewed on December 2, 1999 for an additional ten year term extending from January 21, 2004 to January 21, 2014 and the Authority requests City of Tuscaloosa, City of Northport and Tuscaloosa County to renew the agreement for another ten (10) year term; and,

WHEREAS, in order for the Authority to obtain financing for the continued expansion and operation of the Black Warrior Landfill it is necessary to renew the agreement at this time to continue utilizing an existing line of credit rather than converting to a new loan upon the expiration of the agreement of January 21, 2014 as the existing line of credit must be extended on or before November 11, 2011.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF TUSCALOOSA that the Mayor be and he is hereby authorized to execute the renewal of the waste disposal service agreement regarding the Black Warrior Solid Waste Disposal Authority effective from January 20, 2014 to January 20, 2024 and that the City Clerk is to attest the same.

FUNDING REQUIRED: ☐ Yes ☐ No

By: _____
Finance Director

COUNCIL ACTION

Resolution _____ ✓
Ordinance _____
Introduced _____
Passed _____ 6-8-10
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

TUSCALOOSA COUNTY COMMISSION
MEETING
July 7, 2010

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

 This being the date and hour to which the Tuscaloosa County Commission adjourned, the County Commission met pursuant to such adjournment with Probate Judge W. Hardy McCollum presiding as Chairman. The following members were present:

Gary Youngblood
Bobby Miller
Reginald Murray

 Commissioner Bobby Miller moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to authorize payment to Burk-Kleinpeter for engineering services on the following ongoing projects:

Old Jasper Road Bridge Replacement Project \$2,000.00
Patriot Parkway Extension Project \$2,500.00
Eastern Valley Road Bridge Replacement Project \$915.00

Exhibit 7-1, Page

 Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to adopt a resolution accepting streets in Shades Creek Estates Subdivision for maintenance by Tuscaloosa County.

Exhibit 7-2, Page

Commissioner Gary Youngblood moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously award the bids for Boyd Road Full-Depth Reclamation Project and Bart Brown Road Full-Depth Reclamation Project to the low bidders meeting specifications. The bidding firms are as follows:

BOYD ROAD

Blount Construction, Marietta, GA
The Miller Group, Morrow, GA
Pozzolanic Contracting, Knoxville, TN

BART BROWN ROAD

Blount Construction, Marietta, GA
The Miller Group, Morrow, GA
Pozzolanic Contracting, Knoxville, TN

Exhibit 7-3, Page

Commissioner Gary Youngblood's motion to adopt a resolution to award the construction contract for the water line extension project at Cedar Cove Technology Park, contingent upon concurrence with Alabama Department of Economic and Community Affairs, to the low bidder Goldman Contractors, LLC, seconded by Commissioner Reginald Murray, was approved on a two-to-one vote with Commissioner Bobby Miller casting the NAY vote.

Exhibit 7-4, Page

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution authorizing execution of an agreement between Tuscaloosa County and Hunt Refining Company providing Tuscaloosa County will accept jurisdiction of the Hunt Refining Company Levee System and appointing Hunt Refining Company as the County's agent for the purpose of maintenance and operation of said system.

Exhibit 7-5, Page

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the renewal of a Waste Disposal Service Agreement by and between the City of Tuscaloosa, Tuscaloosa County, the City of Northport, and the Black Warrior Solid Waste Disposal Authority.

Exhibit 7-6, Page

David Hartin, Director of the Tuscaloosa County Emergency Management Agency, announced that the 2010 Alabama Emergency Management Public Service Award was presented to the Tuscaloosa County Local Emergency Planning Committee (LEPC). Mr. Hartin introduced several community volunteers of the LEPC and asked that the County display this award in the Courthouse.

Commissioner Bobby Miller moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to authorize the Engineering Department to post H. B. Johnson Road "NO TRUCKS."

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the Engineering Department to install the following 3-way stops:

Intersection of Romulus Road and Boothtown Road

Intersection of the new road serving the north side of Sipsey Valley School and Romulus Road

Commissioner Reginald Murray moved, seconded by Commissioner Gary Youngblood, the County Commission voted unanimously to set the following speed limits:

Boothtown Road at 35 MPH

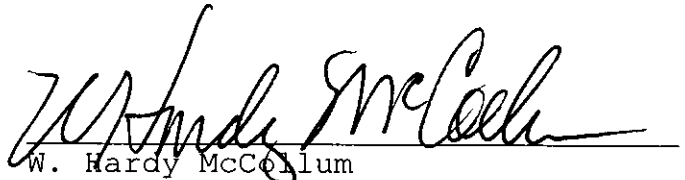
Cornelius Church Road at 35 MPH

Dobbs Road at 25 MPH

Commissioner Reginald Murray moved, seconded by Commissioner Bobby Miller, the County Commission voted unanimously to authorize the installation of two street lights at the intersection of Martin Luther King Jr. Boulevard and Joe Mallisham Parkway.

Exhibit 7-7, Page

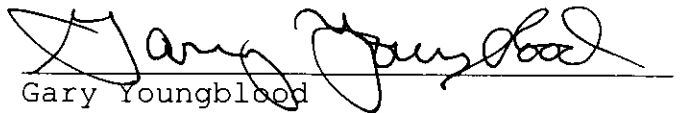
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, August 4, 2010.



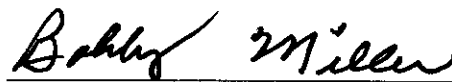
W. Hardy McCollum
Judge of Probate and Chairman
Tuscaloosa County Commission



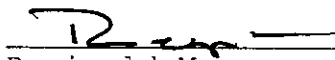
Don Wallace
Commissioner - District I



Gary Youngblood
Commissioner - District II



Bobby Miller
Commissioner - District III



Reginald Murray
Commissioner - District IV



CITY OF NORTHPORT

Our Mission: To Provide Efficient and Effective Services; To Promote a Sense of Community; To Enhance the Quality of Life.

COUNCIL MEMBERS

District 1
STEVE WEBB
District 2
JAY LOGAN
District 3
WILLIAM TUNNELL
District 4
STEVE ACKER
District 5
BART HARPER

Mayor
BOBBY HERNDON

City Administrator
SCOTT COLLINS

July 14, 2010

Mr. Sammy Swindle, Chairman
Black Warrior Solid Waste
Disposal Authority
3301 Landfill Drive
Coker, AL 35452

RE: Renewal of Waste Disposal
Service Agreement

Dear Mr. Swindle:

Please find enclosed the renewal of the Waste Disposal Service Agreement. The Northport Mayor and City Administrator have signed the agreement for the above referenced project, please retain for your files. By copy of this memo to Mr. Scott Collins, City Administrator, I am asking that he retain a copy for his file also. Thanks for your assistance.

Sincerely,

CITY OF NORTHPORT

Kim C. Braughton
Administrative Assistant
Public Works Department

/kcb

cc: Mr. Scott Collins
Mr. Ron Davis



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District 1
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District 2
JAY LOGAN
District 3
WILLIAM TUNNELL
District 4
STEVE ACKER
District 5
BART HARPER

Mayor
BOBBY HERNDON

City Administrator
SCOTT COLLINS

July 19, 2010

James J. Sledge
Rosen Harwood
Attorneys at Law
P.O. Box 2727
Tuscaloosa, AL 35403

Dear Mr. Sledge:

As per your request, I have enclosed a copy of Resolution No. 10-55 that was passed by Council for the Waste Disposal Service Agreement. If you have any questions, please let me know. Thank you.

Sincerely,

CITY OF NORTHPORT

Kim C. Braughton
Administrative Assistant
Public Works Department

/kcb

Enclosure

PERMANENT RESOLUTION NO. 10-55

**A PERMANENT RESOLUTION AUTHORIZING THE MAYOR TO SIGN A
RENEWAL OF WASTE DISPOSAL SERVICE AGREEMENT WITH THE BLACK
WARRIOR SOLID WASTE DISPOSAL AUTHORITY**

WHEREAS, the City of Northport is a Determining Subdivision with respect to the Black Warrior Solid Waste Disposal Authority, which was organized pursuant to Alabama Code 11-89(a)-1 by Certificate of Incorporation which was recorded in Corporation Record Book 109, page 572, and amended in Corporation Record Book 112, page 354, in the office of the Judge of Probate of Tuscaloosa County, Alabama; and

WHEREAS, in order for the Authority to maintain its financing for the continued expansion and operation of its Black Warrior Landfill, the Authority has requested that Tuscaloosa, Tuscaloosa County and Northport exercise their right to renew the Agreement and all parties hereto find that it is in the best interest of the Authority, as well as Tuscaloosa, Tuscaloosa County, and Northport, to implement such renewal;

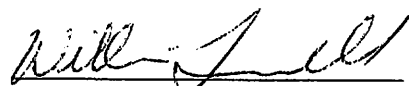
**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF NORTHPORT, ALABAMA AS FOLLOWS:**

1. The Mayor is hereby authorized to execute a Renewal of Waste Disposal Service Agreement.

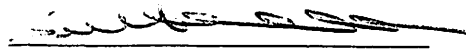
ORDAINED AND DONE THE 6th DAY OF July, 2010.

CITY COUNCIL OF THE
CITY OF NORTHPORT, ALABAMA

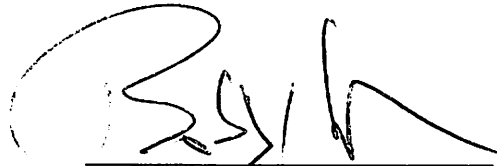
BY:


William Turnell, Its President

ATTEST:


Scott Collins, City Administrator/Clerk

APPROVED the 6th day of July, 2010.



Bobby Herndon, Mayor

I hereby certify that the above and foregoing Ordinance was published in The Northport Gazette on the 14th day of July, 2010.



City Administrator/Clerk

First Reading: 6/21/2010
By: Logan
Second Reading: 7/6/2010
Motion By: Harper
Second By: Webb
Published: 7/14/2010



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: December 11, 2023

SUBJECT: Resolution Authorizing Water Service Outside of City Limits for Property Located at 15145 Bethabara Road

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: Ron Davis

Summary:

Ms. Ashley Albritton-Speer has property located at 15145 Bethabara Road, that cannot presently be annexed into the city because the property is not contiguous. The address is outside of the city limits and outside of the planning jurisdiction. She is requesting city water service. The Municipal Code allows this with the majority consent of the city council. The staff recommends this access be allowed. Per city code, all costs of this connection would be paid by the applicant and not by the City. In addition, we are adding the requirement that if, in the future, the property can be annexed, that the property will be annexed into the city. If the property is not annexed, the City retains the right to terminate water services at that point.

Recommendation:

Approve

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to adopt the resolution authorizing water service outside of the city limits be provided to Ms. Ashley Albritton-Speer for property located at 15145 Bethabara Road, pursuant to the conditions in the resolution.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS FOR
PROPERTY LOCATED AT 15145 BETHABARA ROAD**

WHEREAS, Ms. Ashley Albritton-Speer, has property located at 15145 Bethabara Road, and has requested that she be allowed to obtain water from the City of Northport for this property; and

WHEREAS, Ms. Albritton-Speer cannot presently annex into the city because this property is not contiguous with the current Northport city limits; and

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

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

- 1) As allowed by Northport Municipal Code Section 74-237, the City Council hereby agrees to provide water service to the property located at 15145 Bethabara Road, Northport, AL, by majority vote of the City Council.
- 2) All costs of this connection shall be paid by the applicant and not by the City of Northport.
- 3) The applicant agrees that if at any time this property becomes contiguous to the city limits, that the property will be annexed in the City of Northport. If the applicant or future owner of this property refuses to annex into the city, then the City reserves the right to terminate water services to this property at that time.

RESOLVED AND DONE THIS _____ DAY OF _____, 2023.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: December 11, 2023
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: December 11, 2023

SUBJECT: Resolution Authorizing the City Administrator to Select and Negotiate Scope and Fee with The Cassady Company for the Storm Sewer Rehabilitation (Flatwoods Road and 68th Avenue) Project

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

The Engineering department issued a request for qualifications for Storm Sewer Rehabilitation (Flatwoods Road and 68th Avenue). After review of the submitted proposals, The Cassady Company was determined to be the most qualified. The Engineering department recommends selection of The Cassady Company and to move forward with negotiation of scope and fee. The project is funded in part with American Rescue Plan funds through the Alabama Department of Environmental Management.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

N/A

Motion for Consideration:

I move that the City Council authorize the City Administrator to select and negotiate scope and fee with The Cassady Company for the Storm Sewer Rehabilitation (Flatwoods Road and 68th Avenue) project.

RESOLUTION NO. 23-228

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SELECT AND NEGOTIATE SCOPE AND FEE WITH THE CASSADY COMPANY FOR THE STORM SEWER REHABILITATION (FLATWOODS ROAD AND 68TH AVENUE) PROJECT

WHEREAS, the City of Northport issued a request for qualifications for engineering design services for the Storm Sewer Rehabilitation (Flatwoods and 68th Avenue) project; and,

WHEREAS, after review of the qualified proposals, City staff recommends selection of The Cassady Company; and,

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to select and negotiate scope and fee with The Cassady Company for design services for the Storm Sewer Rehabilitation (Flatwoods Road and 68th Avenue) project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to select and negotiate scope and fee with The Cassady Company for design services for the Storm Sewer Rehabilitation (Flatwoods Road and 68th Avenue) project.

RESOLVED AND DONE THIS 11th DAY OF DECEMBER 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: December 11, 2023

Motion:

Second:



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: December 11, 2023

SUBJECT: Resolution Amending the Resolution Authorizing the City Administrator to Execute a Proposal with TTL, Inc. for Professional Design Services on 5th Street Resurfacing and Pedestrian Improvements

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

The City Council previously approved the execution of a proposal with TTL, Inc. for professional design services on the 5th Street Resurfacing and Pedestrian Improvements project in the amount of \$570,225. Since the initial approval, the 5th Street project has been approved by the Alabama Department of Transportation for the Local Public Agency program which requires the proposed work to be calculated in mandays. TTL has revised its proposal to reflect mandays and the revised fee is calculated at \$526,439.73. 5th Street is a MPO approved project; the City's share of professional design services is 20%.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54306 Amount: \$526,439.73

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a proposal with TTL, Inc. for professional design services on the 5th Street Resurfacing and Pedestrian Improvements project in the amount of \$526,439.73.

RESOLUTION NO. 23-

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

WHEREAS, on September 18, 2023 the City Council approved the execution of a proposal with TTL, Inc. for professional design services on the 5th Street Resurfacing and Pedestrian Improvements project in the amount of \$570,225; and,

WHEREAS, the project has been approved by the Alabama Department of Transportation for the Local Public Agency program which requires the proposed work to be calculated in mandays; and,

WHEREAS, the proposal for design services under the mandays calculation has been calculated at \$526,439.73; and,

WHEREAS, the revised proposal has been reviewed by City staff and is being recommended for approval in the amount of \$526,439.73.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized to execute an agreement with TTL, Inc. in the amount of \$526,439.73 for professional design services on the 5th Street Resurfacing and Pedestrian Improvements project.

RESOLVED AND DONE THIS 11th DAY OF DECEMBER 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: December 11, 2023

Motion:

Second:



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

November 17, 2023

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

Attention: Mr. Brad Matthews, PE

**RE: CON – 5th Street Resurfacing and Pedestrian Improvements at Northport Shore
City of Northport
TTL Proposal No. 23-01-02730.00 for Professional Design Services**

Dear Brad:

We are writing to provide you with the following proposal for professional design services on the ±1.48 5th Street Resurfacing and Pedestrian Improvement project located in the City of Northport Northport Shore District. It is our understanding that the general scope of work for the project will be to provide for complete resurfacing and curb and gutter and sidewalk repairs along 5th Street from the City of Northport City Limits to Main Avenue, intersection realignment and improvements at 5th Street and Robert Cardinal Road and 30th Avenue and 5th Street, pedestrian shared use path improvements connecting Kentuck Park to the Farmer's Market, and general shoulder improvements. The professional services included as part of this work will include topographic, utility, and property line surveying, tract sketches, R.O.W. maps, and deeds. The geotechnical evaluation includes drilling/coring, and a soil survey and materials report. We will also provide all services necessary to comply with the National Environmental Policy Act (NEPA) and U.S. Army Corp of Engineers (USACE) requirements. In addition to the above noted items, these services include detailed design services for the completion of construction documents for project bidding. We've provided a summary of the fees below:

Surveying Services	\$44,882.23
Design Services	\$258,530.73
Geotechnical and Materials Services	\$58,458.58
Right-of-Way Map, Tract Sketches and Deeds	\$13,556.03
<u>Corridor/Environmental Services</u>	<u>\$151,012.16</u>
Summary of Professional Fees	\$526,439.73

We greatly appreciate the opportunity to provide this proposal to you. Please let us know if you have any questions or require further information.

Sincerely,
TTL, Inc.

Frank E. Summers, PE
Vice President

M. Bradley Porter, PE
Regional Design Manager

attachments: Survey, ROW, Environmental, and Design Fee Estimate
5th Street Materials Report Cost Estimate

Project No.	XXXXXXXXXX
County	Tuscaloosa
Description	Resurface, C&G, Sidewalk, Lighting, along 5th St: Main Ave to Northport City Limits
Scope of Work	Streetscape
Project Length	1.48 Miles
Consultant	TTL, Inc.
GRAND TOTAL OF FEE PROPOSAL	
Corridor Study	\$151,012
Field Surveys	\$44,882
Preliminary Roadway Plans	\$0
Preliminary Bridge Plans	\$0
Right-of-Way Map, Tract Sketches and Deeds	\$13,556
Roadway Plans	\$258,531
Bridge Plans	\$0
GRAND TOTAL FEE	\$467,981

Combined overhead rate (%) >>>>>>>>>>>>	184.00
---	--------

Facilities Capital Cost of Money (if used) >>>>>	0.09
--	------

LABOR RATES

Classification	Daily Rate
Project Manager	\$629.44
Engineer	\$498.08
Environmental	\$434.67
Engineering Technician/CADD	\$340.20
Environmental Technician	\$294.00
Clerical	\$168.00
PLS	\$323.04
Survey Crew	\$616.00

****Certification of Out-of-Pocket Expenses:**

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

in this proposal, we hereby certify that these costs are not
e and are typically invoiced to all clients as a direct job cost.

 11/17/2023

Signed _____ Date _____

Vice President

Position/Title

Project No. XXXXXXXX County Tuscaloosa Description Resurface, C&G, Sidewalk, Lighting, along 5th St: Scope of Work Streetscape Project Length 1.48 Miles Consultant TTL, Inc.					
CORRIDOR STUDY	Engineer	Engineer Tech.	Environment	Environ. Tech.	Clerical
Task A: Preliminary Corridor Investigation					
A-1 Obtain & Study State Supplied Maps	0.00	0.00	0.00	0.00	0.00
A-2 Prepare Corridor Base Maps, Identify Features & Env. Sensitive Areas	0.00	0.00	0.00	0.00	0.00
A-3 Consult With Various Agencies, Ascertain Their Requirements	0.00	0.00	0.00	0.00	0.00
A-4 Develop General Design Criteria for Each Reasonable Alternate	0.00	0.00	0.00	0.00	0.00
A-5 Perform a Capacity Analysis for Each Design Alternate	0.00	0.00	0.00	0.00	0.00
A-6 Develop Study Report and Present to State and FHWA	0.00	0.00	0.00	0.00	0.00
A-7 Gravity Utility Camera Inspections	3.00	5.50	0.00	0.00	0.50
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Task A Totals	3.00	5.50	0.00	0.00	0.50
Task B: Alternative Upgrading Studies					
B-1 Develop and Study Preliminary Design to Determine Feasibility	0.00	0.00	0.00	0.00	0.00
B-2 Tabulate ROW Requirements for All Alternates/Develop Cost Estimates	0.00	0.00	0.00	0.00	0.00
B-3 Conduct Environmental Studies (hazmat, noise, delineation, species, cultural resource)	6.00	0.00	9.00	17.00	0.00
B-4 Prepare Information for and Attend Public Inv. Meeting / Analyze Comments	4.00	0.00	4.00	1.00	0.00
B-5 Prepare Categorical Exclusion Document	6.00	0.00	12.00	2.00	0.00
B-6 Prepare Information for and Attend Corridor Hearing / Analyze Comments	0.00	0.00	0.00	0.00	0.00
B-7 Section 404 Nationwide Permit Application	2.00	0.00	3.00	1.00	0.00
	0.00	0.00	0.00	0.00	0.00
Task B Totals	18.00	0.00	28.00	21.00	0.00
Task C: Engineering Analysis on Selected Alternative					
C-1 Refine Selected Alternate and Prepare Layout Map and Profile/Study Report	0.00	0.00	0.00	0.00	0.00
C-2 Prepare FONSI on Preferred Alternate/Submit for Review & Approval	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Task C Totals	0.00	0.00	0.00	0.00	0.00
TOTALS	21.00	5.50	28.00	21.00	0.50

Project No. XXXXXXXXXX			
County Tuscaloosa			
Description Resurface, C&G, Sidewalk, Lighting, along 5th St: Main Ave to Northport City Limits			
Scope of Work Streetscape			
Project Length 1.48 Miles			
Consultant TTL, Inc.			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng. & Env.)	4.90	\$ 629.41	\$ 3,084.11
Engineer	21.00	\$ 498.08	\$ 10,459.68
Engineering Technician/CADD	5.50	\$ 340.20	\$ 1,871.10
Environmental	28.00	\$ 434.67	\$ 12,170.76
Environmental Technician	21.00	\$ 294.00	\$ 6,174.00
Clerical	0.50	\$ 168.00	\$ 84.00
	Total Direct Labor		\$ 33,843.65
Combined Overhead (%)	184.00		\$ 62,272.32
Out-of-Pocket Expenses**			\$ -
	Sub-Total		\$ 96,115.97
Operating Margin (15%)			\$ 14,417.40
	Sub-Total		\$ 110,533.37
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
TerraXplorations, Inc.			\$ 12,447.22
EDR - Environmental Database & Historical Review for Hazmat			\$ 400.00
Hazmat Analytical Fees (estimated)			\$ 5,500.00
Hazmat Drilling Services (estimated)			\$ 20,175.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 1,926.11
	Sub-Total		\$ 150,981.70
Facilities Capital Cost of Money (% of Direct Labor)	0.09		\$ 30.46
TOTAL FEE		\$	151,012.16

**See Grand Total Fee sheet

Project No. XXXXXXXXX County Tuscaloosa Description Resurface, C&G, Sidewalk, Lighting, along 5th St: Scope of Work Main Ave to Northport City Limits Project Length Streetscape 1.48 Miles Consultant TTL, Inc.				
FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
Based on a 3 Man Crew				
Task A: Mobilization and Basic Control Survey				
A-1 Mobilize/Demobilize	0.25	1.00	0.25	0.00
A-2 Contact Property Owners	0.25	0.00	0.00	0.25
A-3 Perform Basic Control Survey	0.50	2.00	0.00	0.00
A-4 Conduct On-site Inspection	1.25	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task A Totals	2.25	3.00	0.25	0.25
Task B: Project Alignment and Profile				
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram	0.00	0.00	0.00	0.00
B-2 Establish Centerline/Obtain Ground Profile	0.00	2.00	1.00	0.00
B-3 Obtain Topographic Data	0.00	5.00	3.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task B Totals	0.00	7.00	4.00	0.00
Task C: Supplemental Control Surveys and Data Gathering				
C-1 Traverse Cross-Roads and Railroads	0.00	0.00	0.00	0.00
C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms	0.00	0.00	0.00	0.00
C-3 Define Drainage Areas/Prepare Schematic Drainage Map	0.00	0.00	3.00	0.00
C-4 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task C Totals	0.00	0.00	3.00	0.00
Task D: Utility Surveys, Drainage Sections and Compilation of Data				
D-1 Identify/Locate Utilities	0.00	1.00	1.00	0.00
D-2 Obtain Hydrological Location Survey	0.00	0.00	0.00	0.00
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline	0.00	2.00	0.00	0.00
D-4 Obtain Copies of Latest Deeds	0.75	0.00	4.00	0.00
D-5 Set & Reference PIs, PCs, POTs, POCs, & other critical points	0.25	0.00	0.25	0.00
D-6 Reduce Survey Field Notes	0.25	0.00	0.25	0.00
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task D Totals	1.25	3.00	5.50	0.00
TOTALS	3.50	13.00	12.75	0.25

Project No. XXXXXXXXXX			
County Tuscaloosa			
Description Resurface, C&G, Sidewalk, Lighting, along 5th St: Main Ave to Northport City Limits			
Scope of Work Streetscape			
Project Length 1.48 Miles			
Consultant TTL, Inc.			
Fee Proposal (Field Survey)			
PERSONNEL COST			
	Man-days	x	Daily Rate
Project Manager (10% of PLS)	0.35	\$	629.41 \$ 220.29
PLS	3.50	\$	323.04 \$ 1,130.64
Survey Crew (see man-day sheet)	13.00	\$	616.00 \$ 8,008.00
Engineering Technician/CADD	12.75	\$	340.20 \$ 4,337.55
Clerical	0.25	\$	168.00 \$ 42.00
Total Direct Labor			\$ 13,738.48
Combined Overhead (%)	184.00		\$ 25,278.80
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 39,017.28
Operating Margin (15%)			\$ 5,852.59
Sub-Total			\$ 44,869.87
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
Sub-Total			\$ 44,869.87
Facilities Capital Cost of Money (% of Direct Labor)	0.09	\$	12.36
TOTAL FEE			\$ 44,882.23

**See Grand Total Fee sheet

Project No. XXXXXXXXX County Tuscaloosa Description Resurface, C&G, Sidewalk, Lighting, along 5th St: Main Ave to Northport City Limits Scope of Work Streetscape Project Length 1.48 Miles Consultant TTL, Inc.			
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ROW Map, Tract Sketches and Deeds	Engineer	Tech/CADD	Clerical
Estimated number of tracts= 17			
Task A: Right-of-Way Map	1.00	1.00	0.00
Task B: Tract Sketches	1.00	3.25	0.00
Task C: Deeds	1.00	3.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
TOTALS	3.00	7.25	0.00

Note: A "Tract" is all property of a single owner acquired by ALDOT. This includes all parcels, drainage easements, construction easements, etc.

Project No. XXXXXXXXXX			
County Tuscaloosa			
Description Resurface, C&G, Sidewalk, Lighting, along 5th St: Main Ave to Northport City Limits			
Scope of Work Streetscape			
Project Length 1.48 Miles			
Consultant TTL, Inc.			
Fee Proposal (ROW Map, Tract Sketches & Deeds)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	0.30	\$ 629.41	\$ 188.82
Engineer	3.00	\$ 498.08	\$ 1,494.24
Engineering Technician/CADD	7.25	\$ 340.20	\$ 2,466.45
Clerical	0.00	\$ 168.00	\$ -
Total Direct Labor			\$ 4,149.51
Combined Overhead (%)	184.00		\$ 7,635.10
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 11,784.61
Operating Margin (15%)			\$ 1,767.69
Sub-Total			\$ 13,552.30
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
Sub-Total			\$ 13,552.30
Facilities Capital Cost of Money (% of Direct Labor)	0.09	\$	3.73
TOTAL FEE			\$ 13,556.03

**See Grand Total Fee sheet

Project Number XXXXXXXXX		CPMS # _____	
County Tuscaloosa		_____	
Description Resurface, C&G, Sidewalk, Lighting, along 5th St: Main Ave to Northport City Limits			
Scope of work Streetscape			
Length 1.48 miles			
Consultant TTL, Inc.			

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.25	0.25	0.50	0.50
INDEX SHEET	1.00	0.10	0.10	0.25	0.25
GEOMETRIC LAYOUT/SURVEY CONTROL	2.00	0.50	1.00	0.50	1.00
PROJECT NOTE SHEET (Project)	1.00	0.25	0.25	0.50	0.50
PROJECT NOTE SHEET (TCP)	1.00	0.10	0.10	0.10	0.10
PROJECT NOTE SHEET (Signage)	1.00	0.10	0.10	0.10	0.10
PROJECT NOTE SHEET (Signals)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	1.00	0.10	0.10	0.10	0.10
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	1.00	0.10	0.10	0.10	0.10
TYPICAL SECTIONS					
Main Roadway	2.00	0.50	1.00	0.75	1.50
	1.00	0.25	0.25	0.50	0.50
Detour & Misc.	0.00	0.00	0.00	0.00	0.00
Ramps	0.00	0.00	0.00	0.00	0.00
Ditches	0.50	0.25	0.13	0.50	0.25
	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET					
Main Summary	1.00	1.00	1.00	2.00	2.00
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	0.25	0.25	0.06	1.00	0.25
Culvert Extension, New Culvert	0.00	0.00	0.00	0.00	0.00
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00
Guardrail/End Anchors	0.25	0.25	0.06	0.50	0.13
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.25	0.25	0.06	0.50	0.13
Signing	0.25	0.25	0.06	0.50	0.13
Base & Pavement	0.25	0.50	0.13	0.50	0.13
Bridge	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	0.25	0.25	0.06	0.50	0.13
Curb & Gutter	0.25	0.25	0.06	2.00	0.50
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	1.00	0.50	0.50	1.00	1.00
Signals	0.00	0.00	0.00	0.00	0.00
ITS	0.00	0.00	0.00	0.00	0.00
Sidewalk	0.25	0.25	0.06	0.50	0.13
Slope Paving (Ditches)/Ditch Summary	0.25	0.25	0.06	0.50	0.13
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.00	0.00	0.00	0.00	0.00
Misc. Boxes	0.50	0.50	0.25	0.50	0.25
Erosion Control	0.50	0.50	0.25	0.75	0.38
Removal Items	0.50	0.25	0.13	0.50	0.25
Utility Relocation	0.25	1.00	0.25	1.75	0.44
	0.00	0.00	0.00	0.00	0.00
PLAN & PROFILE					
Main Roadway	15.00	0.75	11.25	1.00	15.00
Crossroads	2.00	0.50	1.00	1.00	2.00
Detours	0.00	0.00	0.00	0.00	0.00
Retaining Walls	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PAVING LAYOUT (includes striping)					
Main Roadway	15.00	1.00	15.00	1.00	15.00
Crossroads	2.00	0.50	1.00	1.00	2.00
Intersections	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
INTERCHANGES					
Geometrics	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Ramp Gore Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL					
Sequence of Construction	1.00	1.00	1.00	2.00	2.00
Summary & Items	1.00	0.50	0.50	1.00	1.00
Typical Section Sketches	1.00	1.00	1.00	2.00	2.00
Layout Sheets (signs, devices, shifts, etc.)	17.00	0.10	1.70	0.25	4.25
Special Drawings	3.00	0.25	0.75	0.25	0.75
	0.00	0.00	0.00	0.00	0.00
SIGNING					
Sign Layout	17.00	0.15	2.55	0.20	3.40
Sign X-Section	0.00	0.00	0.00	0.00	0.00
Sign Panel Details	0.25	0.10	0.03	0.50	0.13
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ITS					
Systems Engineering	0.00	0.00	0.00	0.00	0.00
Special Study	0.00	0.00	0.00	0.00	0.00
Legend	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
ITS Layouts	0.00	0.00	0.00	0.00	0.00
Optical Fiber Splice Charts	0.00	0.00	0.00	0.00	0.00
Fiber - Cable Routing Diagram	0.00	0.00	0.00	0.00	0.00
Specifications	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
LIGHTING					
Plan Layout	17.00	0.50	8.50	0.75	12.75
Demo Plans	5.00	0.45	2.25	0.75	3.75
Special Details	2.00	0.25	0.50	0.50	1.00
Soils & Passive Pressure (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations (plan/profile)	5.00	0.20	1.00	0.50	2.50
	0.00	0.00	0.00	0.00	0.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations	5.00	0.75	3.75	2.00	10.00
Hydraulic Data Sheet	1.00	0.50	0.75	1.75	1.75
Details	2.00	0.50	1.00	1.50	3.00
	0.00	0.00	0.00	0.00	0.00
SOIL SHEETS					
Soil Boring Logs	0.00	0.00	0.00	0.00	0.00
Soil Profile	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL					
Legend & Sequence	1.00	0.20	0.20	0.20	0.20
Phased Sheets (Phase I)	17.00	0.10	1.70	0.20	3.40
Phased Sheets (Phase II)	0.00	0.00	0.00	0.00	0.00
Phased Sheets (Phase III)	0.00	0.00	0.00	0.00	0.00
CBMPP & NOI	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ROADWAY CROSS SECTIONS					
Main Roadway	25.00	0.50	12.50	0.50	12.50
Crossroads	2.00	0.10	0.20	0.25	0.50
Earthwork Balancing	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
REVIEW COMMENTS					
30% Review			0.00		0.00
Plan-in-Hand Inspection			0.00		0.00
PS&E Inspection			0.00		0.00
Cost Estimates			0.00		0.00
Design Hearing			0.00		0.00
SUB-TOTAL	174.75		74.50		109.76
10% Supervision			7.45		
TOTALS	174.75		74.50		109.76

Project No. XXXXXXXXXX			
County Tuscaloosa			
Description Resurface, C&G, Sidewalk, Lighting, along 5th St: Main Ave to Northport City Limits			
Scope of Work Streetscape			
Project Length 1.48 Miles			
Consultant TTL, Inc.			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	7.45	\$ 629.41	\$ 4,689.10
Engineer	74.50	\$ 498.08	\$ 37,106.96
Engineering Technician/CADD	109.76	\$ 340.20	\$ 37,340.35
Clerical	0.00	\$ 168.00	\$ -
Total Direct Labor			\$ 79,136.41
Combined Overhead (%)	184.00		\$ 145,610.99
Out-of-Pocket Expenses**			\$ -
Sub-Total			\$ 224,747.40
Operating Margin (15%)			\$ 33,712.11
Sub-Total			\$ 258,459.51
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 258,459.51
Facilities Capital Cost of Money (% of Direct Labor)	0.09		\$ 71.22
TOTAL FEE			\$ 258,530.73

**See Grand Total Fee sheet



**Table I - Cost Estimate
Materials Report
5th Street Improvements
Northport, Tuscaloosa County , Alabama**

Task	Item	Unit	Rate	Quantity	Item Cost	Task Subtotal
Project Planning, Research, and Coordination						
	Staff Professional 1	hour	\$ 134.98	8	\$ 1,079.84	
	Staff Professional 3	hour	\$ 159.21	4	\$ 636.84	
	Staff Professional 6	hour	\$ 217.75	5	\$ 1,088.75	
						\$ 2,805.43
Drilling						
	Soil Borings AASHTO T206 w/SPT at 5 Foot Intervals	feet	\$ 14.25	314	\$ 4,474.50	
	Split Spoon Sample (SPT) in Addition to One Every 5 Feet	foot	\$ 10.50	128	\$ 1,344.00	
	Asphalt/Concrete Coring (6" Dia./Inch Depth)	each	\$ 19.05	24	\$ 457.20	
	Subcontract Clearing (Cost+10%)	day	\$3,000.00	3	\$ 9,000.00	
						\$ 15,275.70
Field (Visual Survey and Cores)						
	Staff Professional 1	hour	\$ 134.98	8	\$ 1,079.84	
	Staff Professional 5	hour	\$ 191.41	5	\$ 957.05	
	Patching Supplies	Cost+10%	\$ 150.000	1	\$ 150.00	
						\$ 2,186.89
Site Investigation Coordination						
	Staff Professional 1	hour	\$ 134.98	60	\$ 8,098.80	
	Staff Professional 3	hour	\$ 159.21	4	\$ 636.84	
	Staff Professional 6	hour	\$ 217.75	4	\$ 871.00	
						\$ 9,606.64
Traffic Control for Drilling and Coring (based on 3 days)						
	Staff Technician I	hour	\$ 58.72	60	\$ 3,523.20	
	Traffic Control Reimbursables	Cost+10%	\$ 500.00	1	\$ 500.00	
						\$ 4,023.20
Laboratory Testing						
	Atterberg Limits	each	\$ 111.87	8	\$ 894.96	
	Sieve Analysis	each	\$ 122.64	8	\$ 981.12	
	Soil Classification w/ Hydrometer	each	\$ 315.16	8	\$ 2,521.28	
	Moisture Content	each	\$ 14.05	92	\$ 1,292.60	
	Undisturbed one dimensional consolidation	each	\$ 560.44	4	\$ 2,241.76	
						\$ 7,931.72
Soil Survey and Materials Report, Management, and Meetings						
	Staff Professional 1	hour	\$ 134.98	50	\$ 6,749.00	
	Staff Professional 3	hour	\$ 159.21	25	\$ 3,980.25	
	Staff Professional 6	hour	\$ 217.75	25	\$ 5,443.75	
	Administrative Assistant	hour	\$ 57.00	8	\$ 456.00	
						\$ 16,629.00
					Cost Estimate	\$ 58,458.58



August 25, 2023

Chris Stanford
Environmental Regional Leader
TTL
3516 Greensboro Ave.
Tuscaloosa, AL 35401

Re: Cost Proposal for a Cultural Resource Survey for the Northport 5th Street Property Located in Tuscaloosa County, Alabama

Dear Mr. Stanford:

Per your request for a bid for a Cultural Resource Survey for the Northport 5th Street Property Located in Tuscaloosa County, Alabama, I am providing the following information:

TerraX can provide a qualified team for a cultural resources survey, which is estimated to require four (4) days for the background research and fieldwork. Following the completion of fieldwork, the report will require 35 business days to complete. A report of findings will be prepared and submitted, fully describing the investigation's conduct, results, and recommendations.

Assumptions for the project include:

❖ ***All fieldwork and reporting will be completed according to the Alabama Historical Commission guidelines and standards***

❖ ***Archaeological Fieldwork***

- Visual inspection of the 31 acres (ac) (12.5 hectares [ha]) project footprint
- Excavation of 265 shovel tests (30 per person/day) at 30-meter intervals
- Discovery of one (1) new archaeological site
- Assumes per diem for meals at \$30 per person/per day for a crew of two (2) conducting fieldwork concurrently within the project footprint; crews will each consist of one (1) SOI-qualified Field Director and one (1) Field Technician
- Assumes a total of four (4) days of fieldwork for a crew of two (2)
- Assumes analysis and curation of 50 artifacts (50 artifacts per site)

3120 University Blvd E, Tuscaloosa, Alabama 35404
Phone (205) 657-0391

www.terraxplorations.com



❖ *Architectural History Fieldwork*

- Assumes viewshed analysis consisting of the project footprint and a 100-meter search radius around it
- Assumes recording of 22 historic buildings, one (1) NRHP-listed district (which includes one (1) railroad, one (1) cemetery, and 31 buildings), the previously recorded Kentuck Park, and a HUD housing district consisting of 13 buildings. These resources will require about 100 hours of field work, research, and writing

TerraX can provide all necessary personnel and equipment to conduct the investigation for a lump sum total of **\$12,447.22**. Please note this total cost is based on the aforementioned assumptions and is subject to change if the scope of the project exceeds expectations. We can initiate work within fifteen (15) days of a written notice-to-proceed. The provided cost proposal is valid for 90 days. Please feel free to contact me at 205-657-0391 if you have any questions or need additional information.

Thank you for the opportunity to bid on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Emma J. Pepperman", written in a cursive style.

Emma Jackson Pepperman
Principal Investigator and Historian



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: December 11, 2023

SUBJECT: Resolution Authorizing the City Administrator to Execute an Agreement with TTL, Inc. for Construction Materials Testing and Special Inspections for the Public Works Building Addition

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

The Public Works Building Addition is a current capital project. Construction materials testing and other inspections are required for the safe and proper construction of the building. The proposal for services submitted by TTL, Inc. has been reviewed by City staff and is now being recommended for approval.

Recommendation:

I recommend approval of the item.

Funding Source/GL Code:

GL Code No. 01-37-600-80006 Amount: \$13,210.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute an agreement with TTL, Inc. for construction materials testing and special inspections for the public works building addition in the amount of \$13,210.00.



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

November 29, 2023

City of Northport
Attn: Holly E. Phillips, P.E.
P.O. Box 569
Northport, Alabama 35476

**RE: *Construction Materials Testing and Special Inspections Proposal
Renovations and Additions of Northport Public Works
Northport, Tuscaloosa County, Alabama
TTL Proposal No. P00230103612.00***

Dear Mrs. Phillips:

TTL, Inc. (TTL) appreciates the opportunity to submit a proposal for providing Construction Materials Testing and Special Inspection services for the renovations and additions to the Northport Public Works located in Northport, Alabama. Enclosed are a proposed scope of services, budget estimate and our schedule of fees.

PROJECT INFORMATION

Based on the drawings provided to TTL, the project will consist of a new building, sidewalks, lawn area, and associated parking. The proposed building will be one story and exhibit a gross area of about 5,800 square feet. Building construction is assumed to be a slab on grade bearing on shallow footings, wood wall framing, and wood roof trusses. Pre-engineered roof canopies supported by concrete foundations and structural steel columns are located at various areas around the building perimeter.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services includes Construction Materials Testing, as well as International Building Code (IBC) Special Inspections. TTL expects part-time testing and inspection services will be required periodically throughout the construction of the project. A part-time engineering technician will perform density testing and subgrade inspection, as well as sample and test fresh concrete. Additional part-time personnel will be available on a call-out basis as needed. Special Inspection services will be performed in general accordance with Chapter 17 of the specified IBC and as outlined in the project specifications and structural plan notes. TTL's Special Inspectors are International Code Council (ICC) and American Welding Society (AWS) certified having the following certifications; Soils Special Inspector, Reinforced Concrete Special Inspector, Structural Masonry Special Inspector, Structural Steel and Bolting Special Inspector, Structural Welding Inspector, Certified Welding Inspector and Fireproofing Special Inspector.

Our proposed scope of services for Construction Materials Testing and IBC Special Inspections includes the following:

EARTHWORK AND BASE FOR PAVEMENTS / HARDSCAPES

- Observe proof-rolling and undercutting operations (if required).
- Observe backfill placement and perform nuclear density tests on the compacted backfill.
- Obtain bulk samples of the backfill soils for Proctor density and laboratory classification testing.
- Observe base placement and perform nuclear density tests on the compacted base materials in pavement and hardscape areas.
- Obtain bulk samples of the base materials for Proctor density and base analysis testing.

SITE PLACED CONCRETE

- Monitor the placement of structural concrete.
- Cast a set of five (5) test cylinders at the specified frequency for each concrete mix placed each day, but not less than one set per day. Slump, air content, and temperature tests will be performed for each set of test cylinders. Slumps of other loads will be visually estimated, and tests will be performed as deemed necessary to maintain a uniform slump.
- Conduct floor flatness and floor levelness measurements (if required).

SPECIAL INSPECTIONS

Special inspections will be performed as required by Chapter 17 of the specified IBC.

- Observe soil bearing conditions for shallow spread foundations.
- Observe the steel reinforcement and embedment's prior to concrete placement.
- Observe welded and bolted connections for structural steel and perform non-destructive testing of welds as required by the project specifications.
- Observe wood wall framing and trusses in general accordance with the project plans and specifications.

COMPENSATION

Based on the estimated construction schedule and the testing/inspections required by the construction documents, we recommend a total Construction Materials Testing and Special Inspections budget of **\$13,210.00**. The testing and inspection cost for this project will depend on factors such as the rate of construction, the amount of testing per site visit, and the number of retests required. TTL does not have control over the Contractor's scheduling or the quality of workmanship. These factors can have a significant effect on the amount of time that is required to properly perform Testing and Inspections. Delays outside of the control of TTL, including standby time, work not ready when scheduled, etc., will be charged on a time and materials basis in accordance with the attached unit-rates listed in our fee schedule.

The presence of our field representative will be for the purpose of providing field testing and observation. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should also be informed that neither the presence of our field representative nor the testing and observation by our firm shall excuse the contractor from defects discovered in his work. Our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the contractor.

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

We appreciate the opportunity to submit a proposal for providing Construction Materials Testing and Special Inspection services for this project. If you need other pricing information or have questions, please contact this office.

Sincerely,

TTL, Inc.



Marc R. McCracken
Project Professional



R. Jason Webber, P.E.
Principal Engineer/CMT Group Leader

*Attachments: TTL's Schedule of Fees
 Professional Services Agreement*



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

**TTL'S SCHEDULE OF FEES
CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS SERVICES**

**City of Northport
Renovations and Additions of Northport Public Works
Northport, Tuscaloosa County, Alabama
TTL Proposal No. P00230103612.00
November 29, 2023
Page 1 of 2**

CONSTRUCTION MATERIALS TESTING

Earthwork (Assuming 2 weeks, part-time)

Obtain soil backfill samples, perform Proctor density tests, observe soil backfill, perform field density testing on soil materials.

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Est. Cost</u>
25 hours	Project Technician IV	\$66.00	\$1,650.00
25 each	Field Density Tests	\$15.00	\$375.00
2 each	Standard Proctor Density Test	\$130.00	\$260.00
1 each	Base Analysis	\$120.00	\$120.00
1 each	Soil Classification	\$170.00	\$170.00
Estimated Subtotal:			\$2,575.00

Cast-in-Place Concrete (Assuming 10 visits, part-time)

Observe concrete placements, sample fresh concrete, cast test cylinders, test concrete cylinders for compressive strength.

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Est. Cost</u>
50 hours	Project Technician IV	\$66.00	\$3,300.00
50 each	Concrete Test Cylinders	\$15.00	\$750.00
Estimated Subtotal:			\$4,050.00

CMT ESTIMATED TOTAL COST: \$6,625.00



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Tuscaloosa, AL 35401
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P00230103612.00

Page 2 of 2

IBC SPECIAL INSPECTION SERVICES

Cast-in-Place Concrete (Assuming 8 visits, periodic)

Observe foundation excavations and concrete formwork, verify the reinforcing steel and anchors are at the size and quantity as shown on the project plans, verify the steel and tendons are located within the project tolerances. Conduct floor flatness and floor levelness measurements if applicable.

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Est. Cost</u>
20 hours	Sr. Project Technician III	\$98.00	\$1,960.00
Estimated Subtotal:			\$1,960.00

Structural Steel (Assuming 1 visit, periodic)

Observe welder certifications and welding procedures, observe welded and bolted connections of structural steel. Constant Monitoring of complete and partial penetration welds, multi-pass fillet welds, and single pass fillet welds >5/16".

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Est. Cost</u>
4 hours	NDT Steel/Welding Inspector	\$125.00	\$500.00
Estimated Subtotal:			\$500.00

Wood Framing (Assuming 2 visits, periodic)

Observations typically include connection of the sill plate, studs for grade and spacing, header construction and connections, sill construction and connections, jamb construction and connections, nailing patterns of exterior sheathing, and shear wall nailing, bolting, and anchoring.

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Est. Cost</u>
8 hours	Sr. Project Technician IV	\$110.00	\$880.00
Estimated Subtotal:			\$880.00

IBC INSPECTION SERVICES ESTIMATED TOTAL COST: **\$3,340.00**

PROJECT MANAGEMENT

Project Oversight

Attend project meetings, visit site and review daily reports and test data. Review construction documents and shop drawings.

<u>Est. Quantity</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Est. Cost</u>
15 hours	Project Professional II	\$144.00	\$2,160.00
5 hours	Sr. Project Professional II	\$217.00	\$1,085.00
Estimated Subtotal:			\$3,245.00

PROJECT MANAGEMENT SERVICES ESTIMATED TOTAL COST: **\$3,245.00**

TOTAL CMT, IBC INSPECTION SERVICES, and PROJECT MANAGEMENT ESTIMATED TOTAL COST: **\$13,210.00**



PROFESSIONAL SERVICES AGREEMENT

TTL PROJECT NO.: P00230103612.00

PROJECT NAME: Renovations and Additions of Northport Public Works

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

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

1. **SCOPE OF SERVICES:** Consultant's services are described in the Scope of Services (Services) section of the Proposal, which is attached to and made a part of this Agreement. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **ACCEPTANCE:** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and both parties agree that this Agreement takes precedence over any additional or conflicting terms provided in other documents. This Agreement shall not be assigned by either party without prior written consent of the other party.
3. **CHANGE ORDERS:** Client may request changes to the Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Similarly, if project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee. Following Client's review and concurrence with the change order request, Client shall provide written acceptance.
4. **COMPENSATION:** Client shall compensate Consultant for the Services performed at the fees stated in the Proposal. Fee schedules provided shall be valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.
For some projects and, prior to provision of services, the Consultant may require the Client to make an initial retainer payment. As it pertains to this Agreement, Client is requested to deposit a retainer of \$ N/A with the Consultant. The retainer amount shall be credited upon completion of the services on the final invoice.
5. **THIRD PARTY RELIANCE:** This Agreement and the Services provided are for Consultant's and Client's sole benefit and exclusive use with no third-party beneficiaries made or intended. Reliance upon Consultant's work product Services is limited to Client. Permission to rely on Consultant's work product is not granted to third parties. **For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client; however, Client understands that such reports will be issued strictly for informational purposes only and not for reliance. Reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.** Client also acknowledges that such third-party disclosures for reliance could create a conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest against Consultant, Consultant's employees or sub-consultants or subcontractors regarding any disclosure to a third party for informational or reliance purposes. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
6. **LIMITATION OF LIABILITY:** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, TORT, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.



PROFESSIONAL SERVICES AGREEMENT

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



PROFESSIONAL SERVICES AGREEMENT

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

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



PROFESSIONAL SERVICES AGREEMENT

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

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

CLIENT

ENTITY NAME: City of Northport
CONTACT NAME: _____
TITLE: _____
ADDRESS: _____
CITY AND STATE: _____
OFFICE PHONE: _____
CELL PHONE: _____
EMAIL: _____

SIGNED: _____

DATE: _____

CONSULTANT

ENTITY NAME: TTL, Inc.
CONTACT NAME: R. Jason Webber, P.E.
TITLE: Principal Engineer/CMT Group Lead
ADDRESS: 3516 Greensboro Avenue
CITY, STATE, ZIP: Tuscaloosa, AL 35401
OFFICE PHONE: 205-345-0816
CELL PHONE: _____
EMAIL: jwebber@ttlusa.com

SIGNED: _____

DATE: _____

RESOLUTION NO. 23-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH TTL, INC. FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS FOR THE PUBLIC WORKS BUILDING ADDITION

WHEREAS, TTL, Inc. has submitted a proposal for construction materials testing and special inspections for the Public Works building addition project; and,

WHEREAS, the proposal has been reviewed by City staff and is being recommended for approval in the amount of \$13,210.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized to execute an agreement with TTL, Inc. in the amount of \$13,210.00 for construction materials testing and special inspections for the Public Works building addition project.

RESOLVED AND DONE THIS 11th DAY OF DECEMBER 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: December 11, 2023

Motion:

Second:



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

AGENDA ITEM NO. 9.b.9.

MEETING DATE: December 11, 2023

SUBJECT: Resolution Authorizing the City Administrator to Execute a Grant Agreement with the Alabama Department of Environmental Management for American Rescue Plan Act Funds for the Highway 82 Pump Station Project

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

The City of Northport submitted a Clean Water State Revolving Fund (SRF) loan application to the Alabama Department of Environmental Management for the Highway 82 Pump Station and Force Main project which will install a new pump station and replace sewer mains and the force main. The project was selected to receive a \$3,554,983 grant. The remainder of the project costs are still eligible for SRF loan funding.

Recommendation:

I recommend that this item be approved.

Funding Source/GL Code:

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a grant agreement with the Alabama Department of Environmental Management for the American Rescue Plan funds for the Highway 82 Pump Station project in the amount of \$3,554,983.

RESOLUTION NO. 23-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
GRANT AGREEMENT WITH THE ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT FOR AMERICAN RESCUE PLAN ACT FUNDS
FOR THE HIGHWAY 82 PUMP STATION PROJECT**

WHEREAS, the City of Northport submitted a Clean Water State Revolving Fund application to the Alabama Department of Environmental Management for the Highway 82 Pump Station and Force Main project; and,

WHEREAS, the City of Northport has been awarded \$3,554,983 in grant funds for the project to fund a portion of the project; and,

WHEREAS, the City of Northport is responsible for the remainder of project costs.

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

1. The City Administrator is hereby authorized to execute a grant agreement with the Alabama Department of Environmental Management for American Rescue Plan Act funds for the Highway 82 Pump Station project;
2. That the City of Northport is responsible for the remainder of project costs; and,
3. That the City Administrator or his/her designee is authorized to execute any and all related documentation in relation to this grant award.

RESOLVED AND DONE THIS 11th DAY OF December 2023.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: December 11, 2023

Motion:

Second:



Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

November 16, 2023

Ms. Glenda D. Webb
City Administrator
City of Northport
3500 McFarland Blvd
Northport, Alabama 35476

**Re: American Recovery Plan Act (ARPA) Drinking Water/Wastewater Project Agreement
City of Northport**

Dear Ms. Webb:

Pursuant to Alabama Acts 2022-1 and/or 2023-1, the Alabama Department of Environmental Management (ADEM) is pleased to offer you a grant in the amount of \$3,554,983.00 for the City of Northport Highway 82 Pump Station and Force Main project. The City of Northport proposes to replace the sewer mains and force main, and install a new pump station near Hwy 82.

Please keep in mind the following items and deadlines within the attached Agreement:

- The project funds must be obligated by December 31, 2024. Funds are obligated when a contract is in place to perform the work listed in the project scope. You must certify in writing to the Department the total of all project funds obligated for allowable costs as of December 31, 2024, and the amount of project funds that have not been obligated as of that date. Any unobligated amounts after December 31, 2024, shall be returned to ADEM.
- Any obligated project funds must be expended by December 31, 2026. Any funds not expended after that date, shall, without notice or action by ADEM, be deemed withdrawn from the grant made under this Agreement.
- Reimbursement of expenditures will be limited to and in accordance with the project budget submitted by the City of Northport and may be found in Attachment B of this agreement. No changes may be made to the scope of the project without written approval from ADEM.



- You are required to develop and implement a fiscal sustainability plan (FSP) as required by the Federal Water Pollution Control Act (FWPCA) Section 603(d)(1)(E). Prior to receiving disbursement of funds from this agreement, you must submit certification that an FSP has been developed and implemented to the standards required by ADEM. This certification can be submitted upon completion or with the first payment request for reimbursement.

The Department will approve disbursement for incurred eligible costs upon presentation of a valid request for payment with supporting invoices. Requests for disbursements are limited to no more than one per month. Upon receipt by ADEM of the signed agreement, a payment request form along with additional instructions will be sent to you to allow for request of reimbursement of funds.

Please sign two copies of the attached agreement at the indicated places, maintain a copy for yourself, and return the original document to ADEM at the following address:

Attention: Eric Reidy
Permits and Services Division
Alabama Department of Environmental Management
Post Office Box 301463
Montgomery, Alabama 36130-1463

Please note that the agreement must include a live signature and be returned by mail. Copies or electronic signatures will not be accepted and may delay reimbursement of funds. If you have any questions, please do not hesitate to contact Mr. Eric Reidy at (334) 271-7805 or eric.reidy@adem.alabama.gov.

Sincerely,



Russell A. Kelly, P.E., Chief
Permits and Services Division

Cc: Chavon Jones, ADEM
Brian Espy, ADEM
Eric Reidy, ADEM
Glenda D. Webb, City of Northport

**American Recovery Plan Act (ARPA)
Drinking Water / Wastewater Project Agreement**

Recipient: City of Northport

AL Buys / STAARS Vendor Number: VC000111423

Responsible Person: Glenda D. Webb, City Administrator
City of Northport

Address: 3500 McFarland Blvd
Northport, Alabama 35476

Telephone: 205-339-7000 EXT 237

Contact Person: Glenda D. Webb, City Administrator
City of Northport

Address: 3500 McFarland Blvd
Northport, Alabama 35476

Telephone: 205-339-7000 EXT 237

Reimbursements should be made payable to:

City of Northport
Attention: Glenda D. Webb

Reimbursements mailed to this address:

3500 McFarland Blvd Northport Alabama 35476

Project Period: September 1, 2023 to December 31, 2026

Amount Awarded: \$ 3,554,983.00

The Alabama Department of Environmental Management ("ADEM") will administer the grant programs to support water and sewer infrastructure projects as outlined in Alabama Acts 2022-1 and/or 2023-1 and as described in this Agreement (the "Agreement"). The Project is described in more detail in Attachment A which is incorporated into this Agreement by reference. The parties acknowledge and agree that the Project Funds may be used in conjunction with other federal or state funding sources; if such is allowed by the Final Rule (Final Rule published in the January 27, 2022, Federal Register, at 87 Fed. Reg. 4338) and any other governing law or rules applicable to the use of Funds. ADEM will be the administrative agency responsible for the implementation and for the distribution of said Funds to be distributed to and for the benefit of all Alabama qualifying public water and sewer systems for the purpose of improving access to

drinking water and sewer infrastructure projects and the economic impact thereof. The Funds must be used in accordance with the American Recovery Plan Act (hereinafter defined), the Final Rule, Alabama Acts 2022-1 and/or 2023-1, any other governing laws, rules or regulations and all applicable policies and procedures for the purposes described in this Agreement. The Project Funds must be obligated by December 31, 2024 and expended by December 31, 2026. The Recipient shall certify in writing to ADEM the total of all Project Funds obligated for Allowable Costs (hereinafter defined) for qualifying projects as of December 31, 2024, and the amount of Project Funds that have not been so obligated and, further, the Recipient shall immediately return any such unobligated amount to ADEM. Any Project Funds not spent after December 31, 2026, shall, without notice or action by ADEM, be deemed withdrawn from the grant made under this Agreement and shall be returned by the Recipient to the U.S Department of Treasury or as otherwise required by Federal Law.

The Recipient needs to be aware that if this Project is not projected to meet the statutory deadlines, the unused funds will be redirected to critical need projects that meet the deadlines. By **June 1, 2024**, this Project should have completed the bid process and/or have a construction completion schedule meeting the statutory requirements. By **June 1, 2026**, this Project should demonstrate the ability to complete construction within the statutory requirements.

A maximum of \$3,554,983.00 inclusive of all costs will be granted for this Project to the City of Northport (hereinafter referred to as the Recipient) by ADEM (hereinafter referred to as ADEM). Reimbursement of expenditures will be limited to and in accordance with the project budget submitted by the Recipient and may be found as Attachment B of this Agreement.

DEFINITIONS:

For the purpose of this agreement;

"**ADEM**" means Alabama Department of Environmental Management, an agency of the State of Alabama created pursuant to Chapter 22A of the Title 22 of the Code of Alabama, 1975.

"**Allowable Costs**" means such costs that are eligible to be paid with proceeds of this Grant, and such costs are defined in the ADEM regulations.

"**American Rescue Plan Act of 2021**" (ARPA) Public Law No. 117-2, 135 Stat. 4.

"**Disbursement**" means any payment out of Project Funds to or on behalf of the Recipient.

"**Grant**" is this signed agreement between the Alabama Department of Environmental Management and the City of Northport.

"Grant Amount" means the sum of three million five hundred fifty four thousand nine hundred eighty three dollars (3,554,983.00).

"Grant Application" means, collectively, the application and supporting documents submitted by the City of Northport to ADEM on February 1, 2022.

"Project" means the City of Northport Highway 82 Pump Station and Force Main as described below and more fully described in Attachment A hereto.

"Project Fund" means the fund established by ADEM into which the Grant Amount will be deposited and from which the ADEM will make Disbursements to or on behalf of the Recipient.

"Project Funds" means the amount deposited into the Project Fund for Disbursement to or on behalf of the Recipient.

"Recipient" means the City of Northport, a domestic non-profit corporation under the laws of the State of Alabama.

GENERAL REQUIREMENTS

The Recipient is responsible for completion of the activities in the Grant Application that was submitted by the Recipient, except as modified and superseded by this Agreement.

SPECIAL REQUIREMENTS OF RECIPIENT

The recipient is responsible for developing and implementing a fiscal sustainability plan (FSP) as required by the Federal Water Pollution Control Act (FWPCA) Section 603(d)(1)(E). The recipient must certify that an FSP has been developed and implemented to the standards required by ADEM prior to receiving disbursement of project funds.

GENERAL PROJECT SUMMARY

The City of Northport proposes to replace the sewer mains and force main, and install a new pump station near Hwy 82.

BUDGET AND EXPENDITURES

The approved Project budget and maximum reimbursable expenditures is further detailed in Attachment B of this Agreement. Any exceptions must be attached to this Agreement as an amendment which has been signed by ADEM and Recipient. The approved budget is further categorized as follows:

Itemized Budget

Item	Total price
Gravity Sewer and Pump Station	\$4,783,325.00
Force Main Upgrade	\$ 2,335,600.00
Contingency	\$ 711,893.00
Engineering (Admin, Design, Inspection)	\$ 1,056,490.00
Applicant Match	\$ -5,332,325.00
TOTAL	\$ 3,554,983.00

Categorized Budget

Budget Item	Expenditure
Construction and Contingency	\$ 7,830,818.00
Engineering (Admin, Design, Inspection)	\$ 1,056,490.00
Total Budget	\$ 8,887,308.00

REIMBURSEMENT

To receive reimbursement, the Recipient shall submit records, to include bid documents, receipts and invoices, to ADEM. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. Reimbursement for any purchases or agreement to purchase made prior to the effective date of this Agreement without prior written approval may be determined to be ineligible for reimbursement in the sole discretion of ADEM. All requests for reimbursement must be made within forty-five (45) days from the end of the term of this Agreement. ADEM, at its sole discretion, may request additional justification or documentation relating to any request for reimbursement or other payment of Funds to the Recipient.

REVENUE DISBURSEMENT

ADEM shall make disbursements or authorize disbursements to be made to or on behalf of the Recipient only against incurred Allowable Costs (hereinafter defined) for the Project to the extent of the amount granted under this Agreement. The Recipient understands, acknowledges and agrees that in certain instances funds may be deemed unpayable upon certain events as described in this Agreement.

- (a) For the purposes of making requests for Disbursements and representing the Recipient in all administrative matters pertaining to administration of this Agreement, the Recipient shall designate a single officer or employee as the responsible person. All reimbursement requests shall be signed by the responsible official as indicated on page 1 unless otherwise specified herein. A request to change the responsible person shall be designated in writing by the Recipient before it may request additional disbursements, and shall be subject to approval by ADEM.

- (b) Requests for Disbursements may be made only after the Recipient has incurred the costs for which the Disbursements is requested.
- (c) Request for Disbursements shall be made on the forms approved by ADEM unless ADEM otherwise directs, and shall be accompanied by such invoices and other proofs as ADEM may reasonably require.
- (d) Requests for Disbursements shall be as needed under the Recipient's program draw budget, but limited to no more than one per month.
- (e) Unused funds will be withdrawn if the following deadlines are not met; by **June 1, 2024**, this Project should have completed the bid process and/or have a construction completion schedule meeting the statutory requirements. By **June 1, 2026**, this Project should demonstrate the ability to complete construction within the statutory requirements.

ALLOWABLE COSTS

Expenditures shall be limited to the costs permitted for use of ARPA funds per federal guidelines and ADEM state revolving fund program guidelines ("Allowable Costs"). The Recipient shall not be entitled to any Funds in excess of actual Allowable Costs for the Project.

RETENTION OF DOCUMENTS

ADEM personnel will monitor the implementation and timeline of activities covered under this Agreement. All documents related to this Agreement including bids, requests for proposals, invoices, contractual agreements, reports, approvals and correspondence with ADEM associated with this Agreement must be kept updated and readily accessible to ADEM staff for at least five (5) years from the execution of the grant agreement and as otherwise required herein. Copies of invoices shall also be submitted to ADEM prior to reimbursement.

FAILURE TO COMPLY

ADEM may terminate the grant herein provided, in whole or in part, and demand refund of Project Funds when there is substantial non-compliance with the terms of the award or this Agreement, a determination is made by ADEM that the Grant was obtained by fraudulent means, ADEM has found that Project Funds have been used for costs other than Allowable Costs for the Project, or a determination is made by ADEM that gross abuse or corrupt practices have been used in the administration of the Project by the Recipient. ADEM shall give written notice to the Recipient (via certified mail, return receipt requested) of its intent to terminate any portion of the grant of Funds herein made, in whole or in part, at least 30 days prior to the intended date of termination. ADEM shall afford the Recipient an opportunity, within a timeframe determined by ADEM, for consultation with ADEM prior to the effective date of such termination. After such opportunity for consultation, ADEM may, in writing (via certified mail, return receipt requested) elect to terminate the grant of Project Funds hereunder in whole or in part, in which case the Recipient shall be obligated to return any such Project Funds previously

paid to Recipient. Such action may also result in ADEM declaring the Recipient ineligible for further participation in the program until the Recipient complies with the terms of the Agreement.

AMENDMENTS

Any amendments or modifications to this Agreement must be submitted in writing by the listed responsible person and be approved by ADEM in writing before becoming effective. All amendments shall be signed by both parties and shall be as if incorporated herein.

MISCELLANEOUS PROVISIONS

- A. The terms and commitments contained herein shall not constitute a debt of the State of Alabama, which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.
- B. By signing this agreement, the parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- C. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
- D. In order to comply with federal requirements relating to the administration of grants and other federal assistance funds, Alabama Department of Finance (DOF) provides the following information to ADEM: this award is provided to ADEM through a grant to the State of Alabama in the amount of \$2,120,279,417 from the U.S. Treasury via Section 602 of the Social Security Act (42 U.S.C. 301 et seq.), known as the American Rescue Plan Act ("ARPA"), as created by Section 9901 of the ARPA, Pub. L. No. 117-2 (March 11, 2021) under Federal Award Identification Number SLFRP2635 Coronavirus State and Local Fiscal Recovery Fund (FRF) for the period March 3, 2021 to December 31, 2024, CFDA number 21.027. This award is provided in accordance with the requirements set forth in the ARPA and other applicable federal and state law and policy, and Recipient affirms that all information it has provided to DOF relating to this subaward is true and accurate. This award does not include research and development. The parties acknowledge and understand that each subrecipient of FRF funds will be evaluated in accordance with Code of Federal

Regulations 200-331(b) for risk of noncompliance with federal statutes, regulations, and the terms and conditions of the award. Further, each recipient and subrecipient's activities will be monitored as necessary to ensure that the award is used for authorized purposes, in compliance with law, and that performance goals are achieved. Other monitoring tools may be implemented depending on the level of risk posed by the subrecipient.

- E. Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that they are responsible for complying with all federal requirements applicable to this award, including the Single Audit Act and Code of Federal Regulations, Title 2, Part 200, subpart F regarding audit requirements.
- F. The parties acknowledge and agree that any subrecipient, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
- G. No officer, member or employee of ADEM, no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.
- H. The Recipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of ADEM.
- I. Any reports, information, data, etc., given to or prepared or assembled by the Recipient under this Agreement which ADEM requests to be kept as confidential shall not be made available to any individual or organization by the Recipient without the prior written approval of ADEM, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.
- J. No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

- K. The Recipient agrees to abide by the State of Alabama requirements for audits and access of records. The Recipient agrees that the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of five (5) years from the date of submission of the final report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Recipient involving this Agreement. The Recipient agrees to provide access to any or all documents, papers, records and directly pertinent books of the Recipient involving transaction related to this Agreement upon written request from ADEM.
- L. The Recipient is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.
- M. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2635 awarded to the State of Alabama by the U.S. Department of the Treasury."
- O. The recipient must construct a project sign that meets the following requirements:
- (a) Sign is to be constructed of ½" MDO plywood or similar material, 4' x 8'.
 - (b) Paint with two (2) coats of enamel paint (or equivalent) prior to lettering.
 - (c) Background color white, lettering black.
 - (d) Lettering may be painted or vinyl. All lettering sizes to be proportionate to sign layout.
 - (e) Sign shall be attached to 4" x 4" x 8' treated posts.
 - (f) Sign shall be placed in prominent location near the project area, easily readable from existing street or roadway.
 - (g) Sign shall be maintained in good condition until completion of project.
 - (h) Sign shall follow the format below and include the following information only:



STATE OF ALABAMA
Honorable (Name), Governor



ALABAMA AMERICAN RECOVERY PLAN ACT (ARPA)
DRINKING WATER / WASTEWATER PROJECT INFRASTRUCTURE

(NAME OF OWNER)
(NAME OF PROJECT)

\$(amount) ARPA Funds
\$(amount) State Revolving Fund Loan (if applicable)

(NAME OF CONTRACTOR) • CONTRACTOR
(NAME OF ENGINEER) • CONSULTING ENGINEER

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
U.S. ENVIRONMENTAL PROTECTION AGENCY

City of Northport

By: _____
Glenda D. Webb
City Administrator

Date Signed

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: 
Lance R. LeFleur
Director

11.29.2023
Date Signed


As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this
the 29 day of November, 2023.

Gaura Cronage
Exp 1.7.2026

ATTACHMENT A: APPROVED PRELIMINARY ENGINEERING REPORT

PRELIMINARY ENGINEERING REPORT

HIGHWAY 82 PUMP STATION, GRAVITY SEWER, AND FORCE MAIN ADEM CWSRF LOAN PROGRAM

**FOR THE
CITY OF NORTHPORT, ALABAMA**



FEBRUARY 2023



CONSULTING ENGINEERS

**Providing Solutions for Water,
Wastewater and Storm Water Problems**

PRELIMINARY ENGINEERING REPORT

HIGHWAY 82 PUMP STATION, GRAVITY SEWER, AND FORCE MAIN ADEM CWSRF LOAN PROGRAM

**FOR THE
CITY OF NORTHPORT, ALABAMA**

FEBRUARY 2023

PREPARED BY:

**THE CASSADY COMPANY, INC.
4700 HIGHWAY 69 NORTH
NORTHPORT, AL 35473
[P] 205-330-0098
[F] 205-330-0099**

PROJECT NO. 20-135

**PRELIMINARY ENGINEERING REPORT
HIGHWAY 82 PUMP STATION, GRAVITY SEWER, AND FORCE MAIN**

**City of Northport, Alabama
February 2023**

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Appendix A	Maps
Appendix B	Executive Summary Report
Appendix C	Estimated Project Cost
Appendix D	Preliminary Construction Plans
Appendix E	Water and Sewer Rates
Appendix F	Financial Statements (2019, 2020, and 2021)

**Highway 82 Pump Station, Gravity Sewer Replacement, and Force Main
ADEM CWSRF Loan Program
City of Northport, Alabama**

PRELIMINARY ENGINEERING REPORT

1.0 DESCRIPTION OF PROJECT

a. Brief Description and Background of Project

i. Description of the City of Northport Utilities Department

The City of Northport is located in west Alabama on the Black Warrior River, approximately 60 miles southwest of Birmingham. Northport's 31,125 inhabitants (2020) represent 14% of Tuscaloosa County's 227,036 population. The City of Northport Sewer System is operated by the Utilities Department, an entity of the City. The City Council is comprised of five (5) members. The Utilities Director serves as Manager for the Utilities Department and controls daily operations.

ii. Sanitary Sewer System

- ***Existing Northport Sewer System:***

The City of Northport sewer system is comprised of approximately 150 miles of gravity sewer mains, 15 miles of pressurized sewer force mains, 26 sewer lift stations, and serves approximately 40,000 customers. The Northport Wastewater Treatment Plant is publicly owned by the City of Northport and permitted by the Alabama Department of Environmental Management to discharge treated wastewater to Black Warrior River and Mill Creek via NPDES Permit No. AL0064394.

- ***Existing Lift Station No. 2 Drainage Basin:***

Lift Station No. 2 (LS2) is located on 5th Street, just west of Kentuck Park and currently serves a large portion of the City of Northport sewer system. The LS2 Drainage Basin for sewer collection extends north to Flatwoods Road, South to 5th, west to Airport Road, and east to 26th Avenue and also includes pumped sewer discharged from small adjacent lift stations. The approximate boundary of the LS Drainage Basin is shown Figure 1.01 below.



Figure 1.01: LS2 Drainage Basin

For maximum availability of gravity service to customers, the main gravity sewer trunk line within the LS2 Basin was constructed within low lying relatively flat areas along or in close proximity to Mill Creek. Being restricted by topography in the low flat areas, the gravity trunk line was constructed at a minimum slope, and in some places above ground, to achieve positive drainage. The construction date for the LS2 gravity sewer collection system is undetermined; however, City drawings date construction to be prior to 1980. As such the majority of this gravity system is known to be over 20 years old. In addition, this trunk line has been noted as a 15-inch diameter clay pipe and observed in some locations to be a 16-inch diameter cast iron pipe. It is suspected that the size and material are not consistent due to aerial sections or sections that were repaired. The approximate location of the sewer trunk line is shown in Figure 1.02 below.

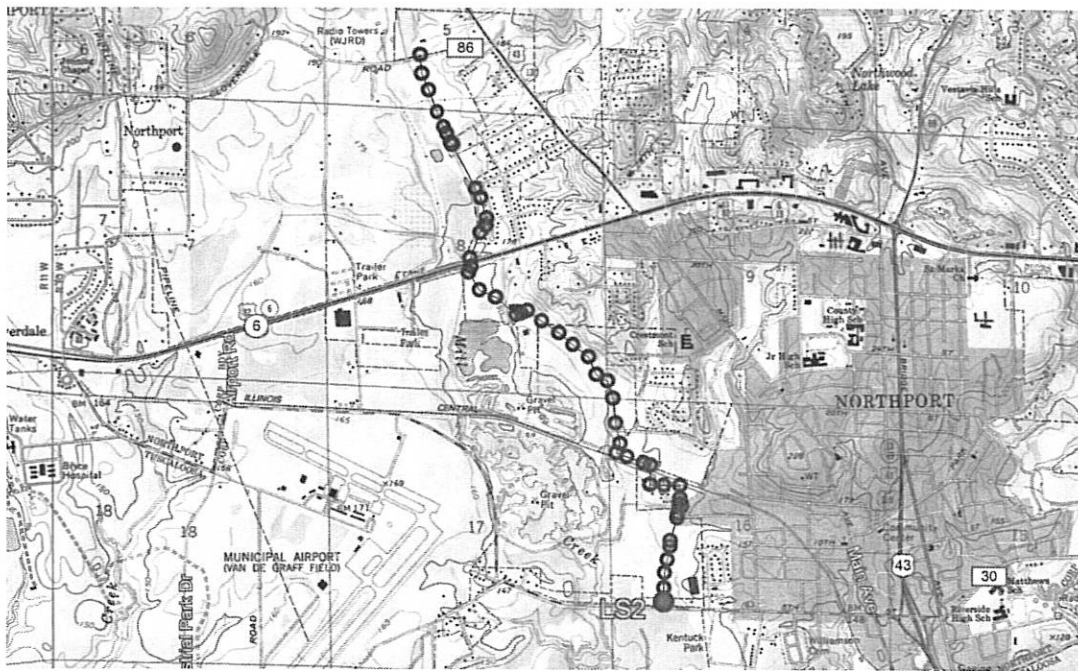


Figure 1.02: Gravity Sewer Trunk Line Route

- **Existing Lift Station No. 2 Deficiencies:**

There have been documented SSOs, sewer backups, and capacity concerns within the LS2 Basin for many years. Previous evaluation reports recommended a complete upgrade of the LS2 gravity sewer trunk line (referred to in reports as “Flatwoods Interceptor”) and/or a lift station near Highway 82. Due to budgetary constraints and property acquisition conflicts, the City could not move forward with either of these long-term recommendations; but instead, had to make short-term improvements to accommodate impending growth. Some of these improvements included: relocation of the Smith Creek Lift Station force main such that sewer is no longer discharged into the LS2 gravity sewer trunk line but relocated to connect to the LS2 force main and relocation of the Airport Lift Station force main such that sewer is no longer discharged into the LS2 wet well but relocated to connect to the LS2 force main. These short-term improvements temporarily alleviated demands on LS2 and the gravity trunk line. Over time, development has continued with increased demands and these short-term improvements are no longer sufficient. In addition, sewer system infrastructure has deteriorated due to settlement, corrosion, and overgrowth of trees and vegetation and exceeded its service life. Deficiencies identified in the LS2 Basin gravity collection system include:

1. As a result of settlement in this flat area, the sewer trunk line no longer maintains the minimum required slope for adequate drainage.
2. Portions of the trunk link that were originally placed above ground have been shifted by tree roots and other disturbances on the ground level. (See Photo 1.03A below)
3. Multiple manholes along this route are significantly disintegrated and beyond repair. Many of the manhole bottoms have deteriorated from sewer flows and gases. (See Photo 1.03B below)



Photo 1.03A: Trunk Line on Ground



Photo 1.03B: Trunk Line Manhole

4. Over time, the mortar used to seal the pipe joint at manhole interior has deteriorated allowing infiltration at the pipe to manhole connection.
5. There is also differential settlement at the pipe to manhole connection which causes the brittle pipe to crack and break.
6. Due to the close proximity to Mill Creek, the groundwater table is high in this area.
7. The sewer trunk line can no longer to accommodate large wet weather flows, is continuously surcharged, and experiences frequent sanitary sewer overflows (SSOs). Refer to the 'Executive Summary, Sanitary Sewer

Improvements, Lift Station No. 2 Drainage Basin' report, included in Appendix B for SSO reports.

8. Surcharging and inadequate slopes have caused sewer to back up into residences. As such, the issues along this line have not gone unnoticed by the public and two formal complaints of repeated SSOs regarding the trunk sewer line have been reported to ADEM.

Given the current condition of the LS2 gravity sewer trunk line and the ongoing environmental concerns, the City of Northport can no longer sustain permit compliance unless improvements are made.

b. Purpose of Project

The primary purpose of this project is to eliminate frequent SSOs and remain in compliance with the current NPDES permit by replacing deficient gravity sewer within the Lift Station No.2 Drainage Basin and constructing an adequately sized sewer pump station and force main. The City of Northport is applying for a State Revolving Fund (SRF) loan for financial assistance to construct these improvements.

c. Location of Project

The project is located within the Lift Station No. 2 Basin from 5th Street, just west of Kentuck Park, moving north along the east side of Mill Creek, across US Highway 82 to Flatwoods Road. *Portions of the Northport project area are located within environmental justice areas.* A Project Location Map and environmental justice maps are included in Appendix A herein for reference.

d. Project Scope

The proposed project includes:

- Replacement of the existing 16" gravity sewer main with a larger 24" sewer main from Highway 82 to Flatwoods Road
- Construction of a new Pump Station near Highway 82
- Replace the existing 12" Force Main with an 18" Force Main from the New Highway 82 Pump Station to the 24" Force Main connection at Lift Station No 2.

e. **Average Annual Household Water and Sewer Bill**

Based on the existing water and sewer rates and average residential customer consumption of 5,000 gallons per month, the average monthly Northport bill for water (\$27.10) and sewer (\$37.08) is \$73.39, and the average annual water and sewer bill is \$73.39 x 12 months = \$880.68. This calculation does not include sales tax. The following Table 1.e includes the water and sewer rate schedule currently utilized by Northport.

Table 1.e Northport Water & Sewer Rate Schedule (5/8" Residential Meter)

Code	Water Usage	Rates
WA1 WT1 Water	Admin Fee Rate per 1,000 gallons	\$9.21 \$5.42/thousand
R SA1 Sewer	Admin Fee Rate per 1,000 gallons	\$9.98 \$5.42/thousand

f. **Population and Median Household Income**

According to the 2020 Census report, the City of Northport has a population of 31,125 people. The median household income in the project area, as provided by U.S. Census Data 2019 American Community Survey 5-Year Estimates, is \$59,836 per household.

g. **Financial Status**

Copies of financial statements for the City of Northport (FY 2019, FY 2020, FY 2021) are included in Appendix F of this report.

2.0 PROPOSED IMPROVEMENTS

a. **System Connections and Connections that Benefit from Construction**

The proposed upgrades will benefit all the sewer customers within the Lift Station No. 2 Drainage basin. The project will specifically address concerns raised by customers that have contacted ADEM about SSOs east of Mill Creek and north of US Highway 82.

b. **System Plan for Water Conservation**

The City of Northport has adopted an Emergency Water Conservation Plan to mitigate a water shortage emergency condition within the Northport Water System. Under a declaration of urgency, the City of Northport is prepared to implement a plan for water resources available to be put to maximum beneficial use. Customers will be required to adhere to water conservation policies that eliminate excess water use.

c. **Proposed Operation and Management**

The proposed sewer system improvements will be operated and maintained by the City of Northport.

d. **Improvements to System**

Due to the problematic infrastructure conditions as identified above, it is recommended that the City of Northport replace the entire length of the existing gravity sewer trunk line discharging to LS2. In addition, construction of a new lift station near Highway 82 is recommended, separating the LS2 drainage basin into two sub-basins to achieve proper depth and slope for this flat area (see Figure 2.0 below). Construction of a new lift station will allow the upgraded gravity sewer trunk line to be replaced at both an adequate grade and depth. Preliminary Construction Plans are included in Appendix D.



Figure 2.0: Proposed Project Map

To allow for greater pump station capacity and economical pumping of sewage, the existing force main from the new Highway 82 Pump Station to the connection at Lift Station No 2 will be upgraded.

3.0 PROJECT MAPS

Project schematics and location maps are included in Appendix A. Impacts to nearby water bodies are not anticipated.

4.0 PROJECTED OUTLAY SCHEDULE

Year: 2023		Year: 2024		Year: 2025	
Month	Outlay	Month	Outlay	Month	Outlay
Jan	SRF Pre-Application Review	Jan	ADEM Loan Closing	Jan	Construction
Feb		Feb	ADEM Approve Plans	Feb	Construction
Mar		Mar	Advertise	Mar	Construction
Apr		Apr	ADEM Approve Bid	Apr	Construction
May		May	Bid Award / Pre-Construction	May	Construction
Jun	Process Final Application	Jun	Material Submittal Approval	Jun	Construction
Jul		Jul	Material Order and Delivery	Jul	Construction
Aug		Aug	Material Order and Delivery	Aug	Project Closeout
Sept		Sept	Material Order and Delivery	Sept	
Oct		Oct	Material Order and Delivery	Oct	
Nov		Nov	Construction	Nov	
Dec		Dec	Construction	Dec	

5.0 COST BREAKDOWN

Project funding is being requested from the Alabama Department of Environmental Management through their Clean Water State Revolving Fund Program. Total estimated project costs for the improvements included herein are approximately \$8,887,207.43. Refer to Appendix C for an itemized listing of estimated Probable Construction Costs and Engineering Design Costs.

6.0 SUPPORTING DOCUMENTATION

Due to the increasing occurrences of wet weather sanitary sewer overflows (SSOs), sewer backups, and increased demands within the Lift Station No. 2 (LS2) drainage basin, the City contracted with The Cassady Company, Inc. to evaluate the major trunk line within the LS2 basin. A summary report dated August 26, 2020, of this evaluation is included in Appendix B and includes Sanitary Sewer Overflow Reports and Complaints for Events within the LS2 Basin for 2020, 2019, 2018, and 2017.

- The City of Northport will fall out of compliance without making improvements planned in the proposed project. Measures taken by Northport to alleviate demands on LS2 have bought time to make long term improvements. However, the temporary improvements are insufficient to maintain the demand placed on the trunk line and LS2 as the existing infrastructure has continued to deteriorate, the lines experience habitual surcharging, pipes now have inadequate slopes, and the system sees recurrent SSOs.
- The replacement of gravity sewer main will reduce inflow and infiltration, saving energy at LS2 and, ultimately, at the wastewater treatment plant.
- Water rates are evaluated annually by the City of Northport with rate increases as needed for sustainability. Current 2023 Water and Sewer Rates are included herein in Appendix E.
- The project is for rehabilitation of existing infrastructure and does not include a significant growth component.

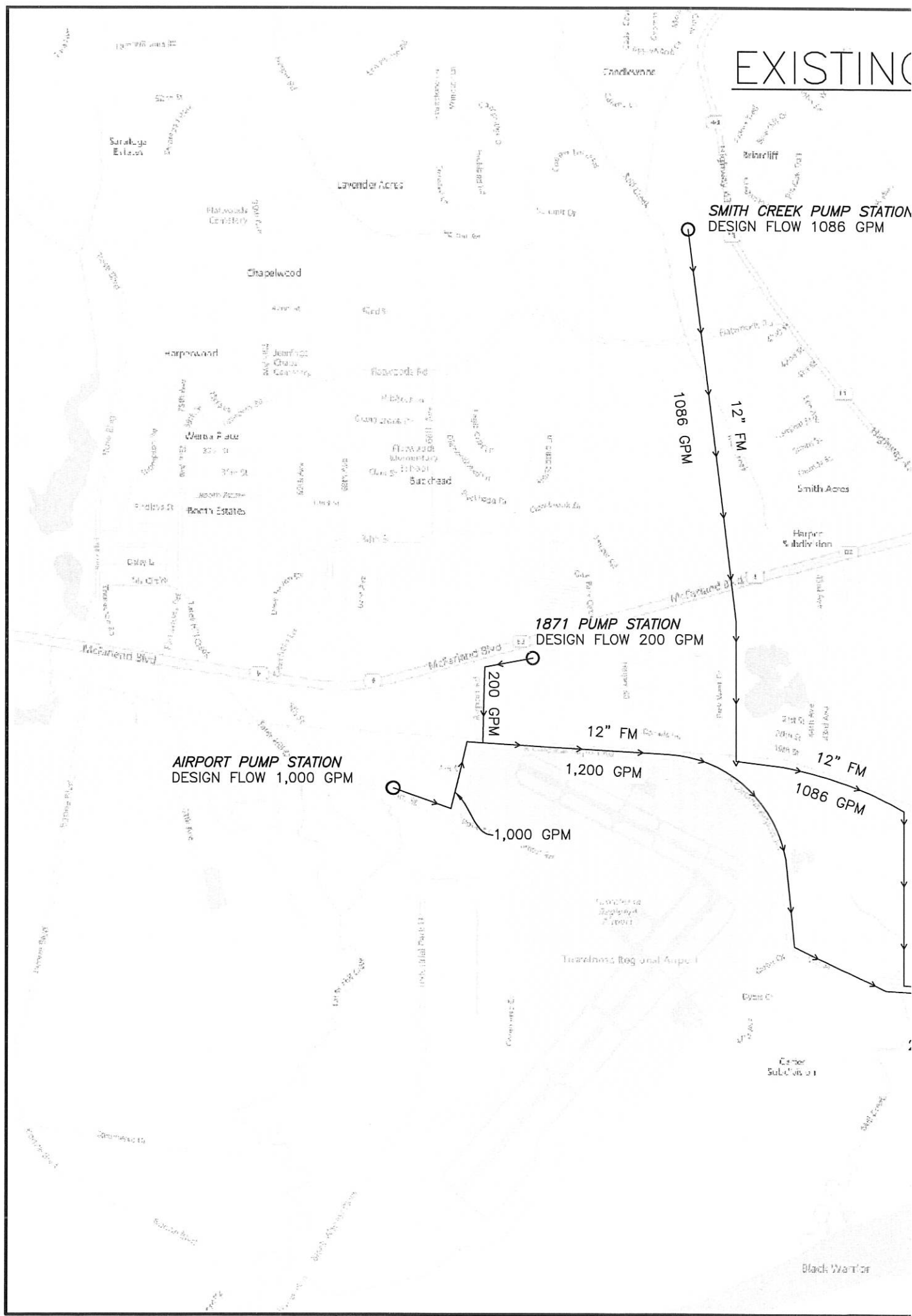
Appendix A

**City of Northport, Alabama
Highway 82 Pump Station,
Gravity Sewer Replacement,
and Force Main
ADEM CWSRF Loan Program**

Maps

**Force Main Schematic – Existing
Force Main Schematic - Proposed
Project Location Map (2 Sheets)
Project Area EJSscreen Report and
Demographic Index Maps (6 Sheets)**

The Cassidy Company, Inc.
Last Saved By: ARODEN
Drawing File: C:\OneDrive\The Cassidy Company\Data - Documents\201135\CWGRF\Schematic - SRF EXISTING_2023.dwg
Layout: EXISTING
Date Plotted: 2/17/2023 2:44 PM



PROPOSE

SMITH CREEK PUMP STATION
DESIGN FLOW 1086 GPM
PROPOSED PUMPS INTO NEW
NEW SANITARY SEWER DRAIN

1086 GPM

PROPOSED GRAVITY SEWER
TO REPLACE

1871 PUMP STATION
DESIGN FLOW 200 GPM

HIGHWAY 82 PUMP
DESIGN FLOW 2,131

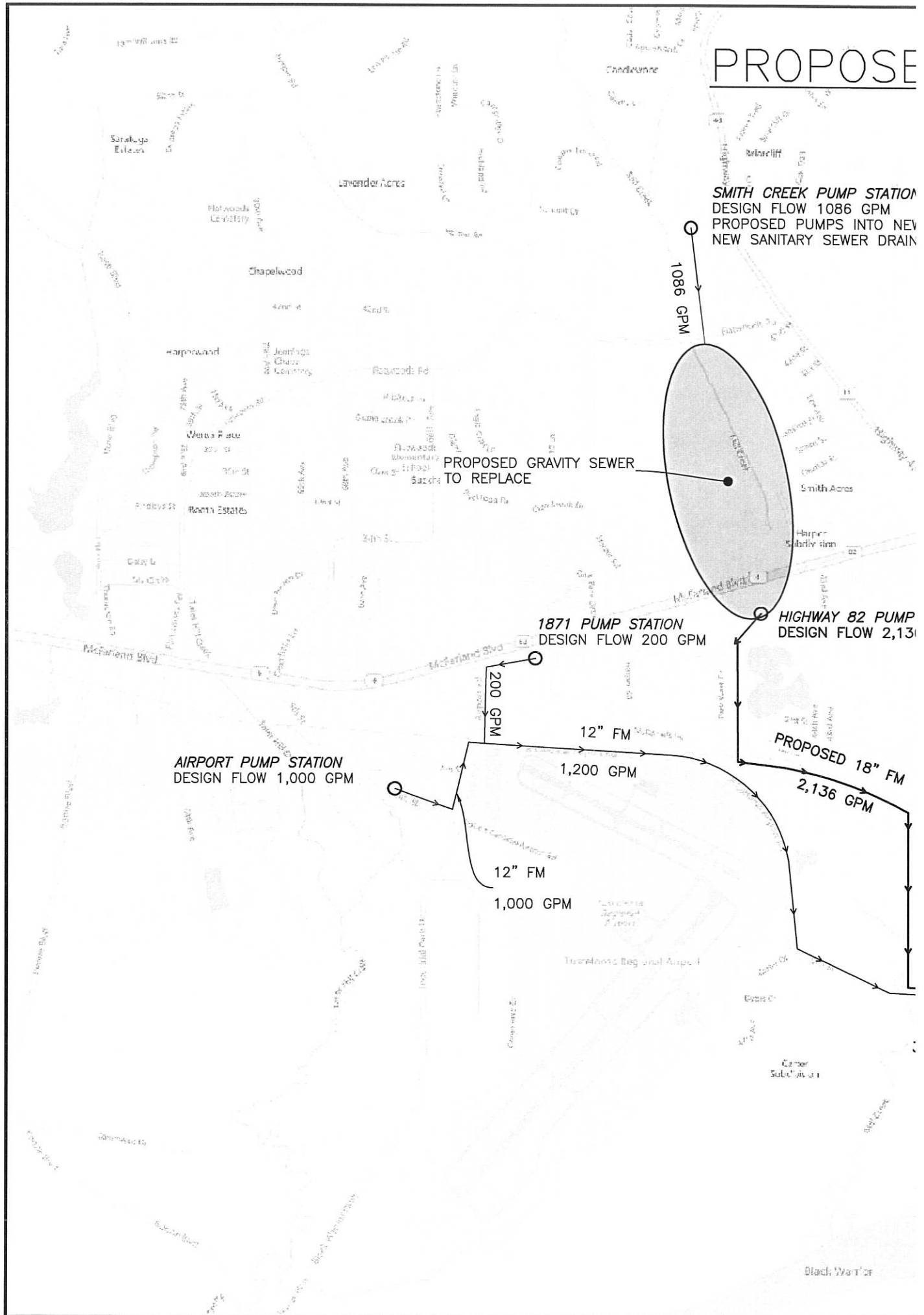
AIRPORT PUMP STATION
DESIGN FLOW 1,000 GPM

200 GPM

12" FM
1,200 GPM

PROPOSED 18" FM
2,136 GPM

12" FM
1,000 GPM





REQ'D SE

MATCHLINE

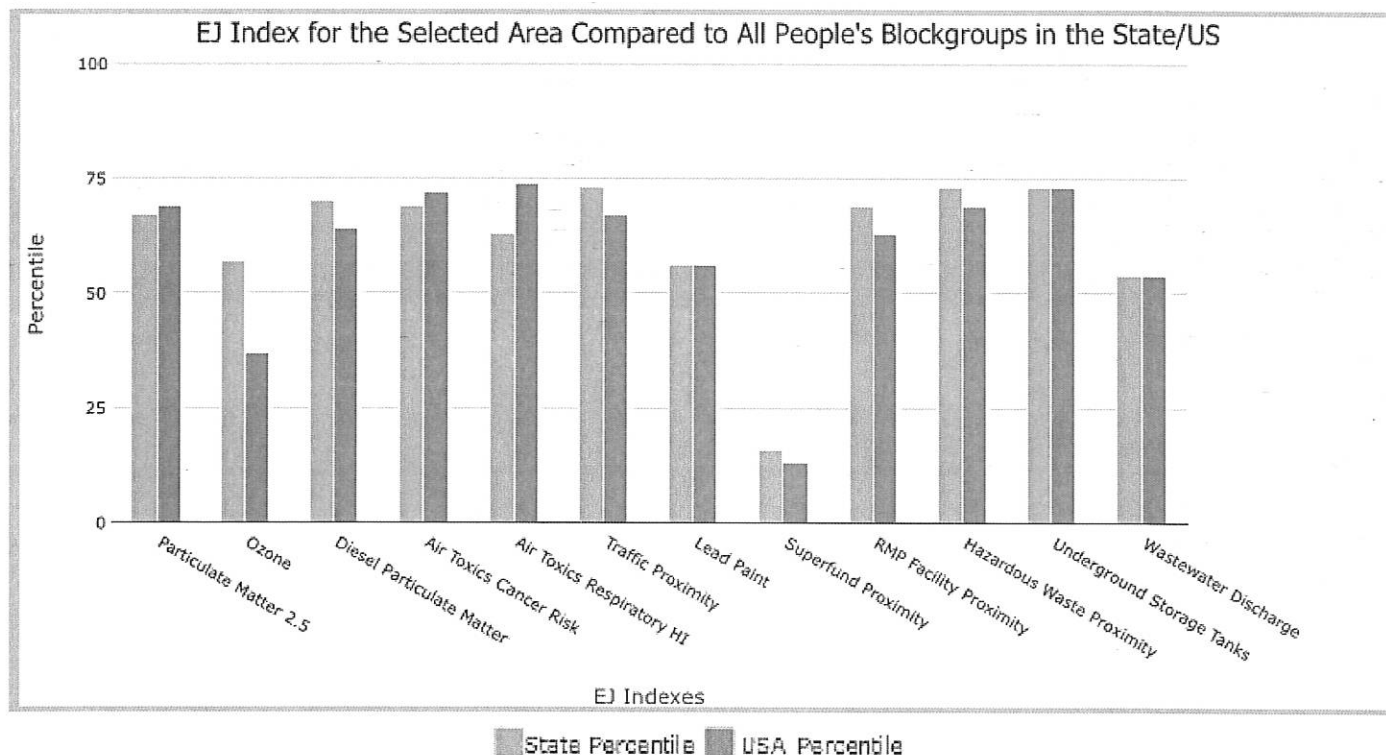


1 mile Ring around the Corridor, ALABAMA, EPA Region 4

Approximate Population: 7,591

Input Area (sq. miles): 9.01

Selected Variables	State Percentile	USA Percentile
Environmental Justice Indexes		
EJ Index for Particulate Matter 2.5	67	69
EJ Index for Ozone	57	37
EJ Index for Diesel Particulate Matter*	70	64
EJ Index for Air Toxics Cancer Risk*	69	72
EJ Index for Air Toxics Respiratory HI*	63	74
EJ Index for Traffic Proximity	73	67
EJ Index for Lead Paint	56	56
EJ Index for Superfund Proximity	16	13
EJ Index for RMP Facility Proximity	69	63
EJ Index for Hazardous Waste Proximity	73	69
EJ Index for Underground Storage Tanks	73	73
EJ Index for Wastewater Discharge	54	54



This report shows the values for environmental and demographic indicators and EJSCREEN indexes. It shows environmental and demographic raw data (e.g., the estimated concentration of ozone in the air), and also shows what percentile each raw data value represents. These percentiles provide perspective on how the selected block group or buffer area compares to the entire state, EPA region, or nation. For example, if a given location is at the 95th percentile nationwide, this means that only 5 percent of the US population has a higher block group value than the average person in the location being analyzed. The years for which the data are available, and the methods used, vary across these indicators. Important caveats and uncertainties apply to this screening-level information, so it is essential to understand the limitations on appropriate interpretations and applications of these indicators. Please see EJSCREEN documentation for discussion of these issues before using reports.

1 mile Ring around the Corridor, ALABAMA, EPA Region 4

Approximate Population: 7,591

Input Area (sq. miles): 9.01



Sites reporting to EPA

Superfund NPL

0

Hazardous Waste Treatment, Storage, and Disposal Facilities (TSDF)

0

EJScreen Report (Version 2.1)



1 mile Ring around the Corridor, ALABAMA, EPA Region 4

Approximate Population: 7,591

Input Area (sq. miles): 9.01

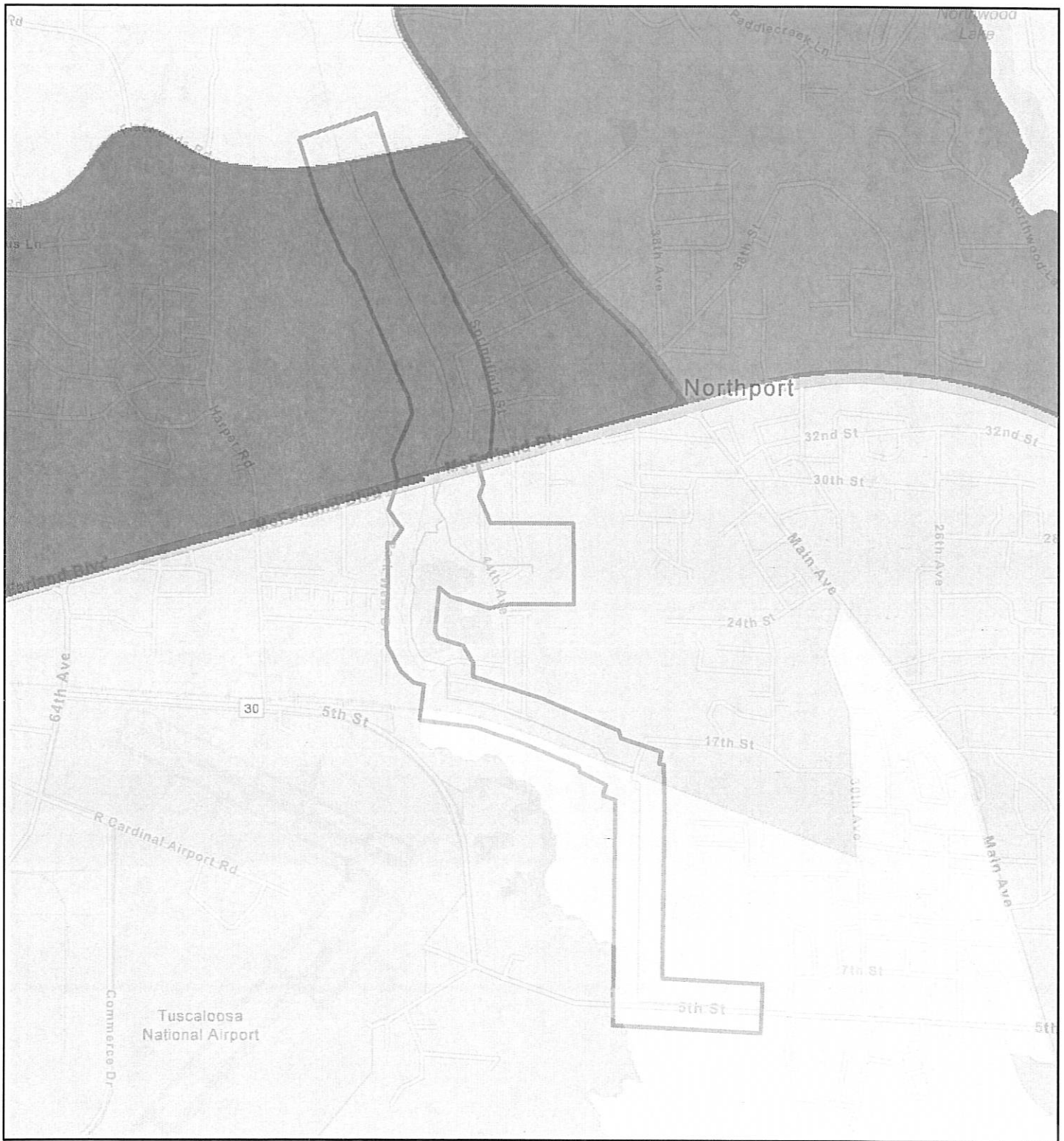
Selected Variables	Value	State Avg.	%ile in State	USA Avg.	%ile in USA
Pollution and Sources					
Particulate Matter 2.5 ($\mu\text{g}/\text{m}^3$)	9.04	8.92	60	8.67	63
Ozone (ppb)	38	39	41	42.5	21
Diesel Particulate Matter* ($\mu\text{g}/\text{m}^3$)	0.273	0.223	71	0.294	50-60th
Air Toxics Cancer Risk* (lifetime risk per million)	40	35	99	28	95-100th
Air Toxics Respiratory HI*	0.5	0.47	90	0.36	95-100th
Traffic Proximity (daily traffic count/distance to road)	620	290	88	760	71
Lead Paint (% Pre-1960 Housing)	0.17	0.17	58	0.27	44
Superfund Proximity (site count/km distance)	0.012	0.051	11	0.13	7
RMP Facility Proximity (facility count/km distance)	0.41	0.46	71	0.77	55
Hazardous Waste Proximity (facility count/km distance)	1.7	0.9	81	2.2	67
Underground Storage Tanks (count/km ²)	4.5	1.9	86	3.9	75
Wastewater Discharge (toxicity-weighted concentration/m distance)	0.0057	0.36	71	12	64
Socioeconomic Indicators					
Demographic Index	36%	38%	55	35%	59
People of Color	36%	35%	58	40%	56
Low Income	36%	36%	49	30%	64
Unemployment Rate	6%	6%	62	5%	65
Limited English Speaking Households	1%	1%	81	5%	57
Less Than High School Education	9%	13%	36	12%	51
Under Age 5	10%	6%	84	6%	85
Over Age 64	18%	17%	55	16%	60

*Diesel particulate matter, air toxics cancer risk, and air toxics respiratory hazard index are from the EPA's Air Toxics Data Update, which is the Agency's ongoing, comprehensive evaluation of air toxics in the United States. This effort aims to prioritize air toxics, emission sources, and locations of interest for further study. It is important to remember that the air toxics data presented here provide broad estimates of health risks over geographic areas of the country, not definitive risks to specific individuals or locations. Cancer risks and hazard indices from the Air Toxics Data Update are reported to one significant figure and any additional significant figures here are due to rounding. More information on the Air Toxics Data Update can be found at: <https://www.epa.gov/haps/air-toxics-data-update>.

For additional information, see: www.epa.gov/environmentaljustice

EJScreen is a screening tool for pre-decisional use only. It can help identify areas that may warrant additional consideration, analysis, or outreach. It does not provide a basis for decision-making, but it may help identify potential areas of EJ concern. Users should keep in mind that screening tools are subject to substantial uncertainty in their demographic and environmental data, particularly when looking at small geographic areas. Important caveats and uncertainties apply to this screening-level information, so it is essential to understand the limitations on appropriate interpretations and applications of these indicators. Please see EJScreen documentation for discussion of these issues before using reports. This screening tool does not provide data on every environmental impact and demographic factor that may be relevant to a particular location. EJScreen outputs should be supplemented with additional information and local knowledge before taking any action to address potential EJ concerns.

Northport Project Area Demographic Index



1/5/2023

Demographic Index
(National Percentiles)

- Less than 50 percentile
- 50 - 60 percentile
- 60 - 70 percentile
- 70 - 80 percentile

80 - 90 percentile

90 - 95 percentile

95 - 100 percentile

Data not available

Project 1

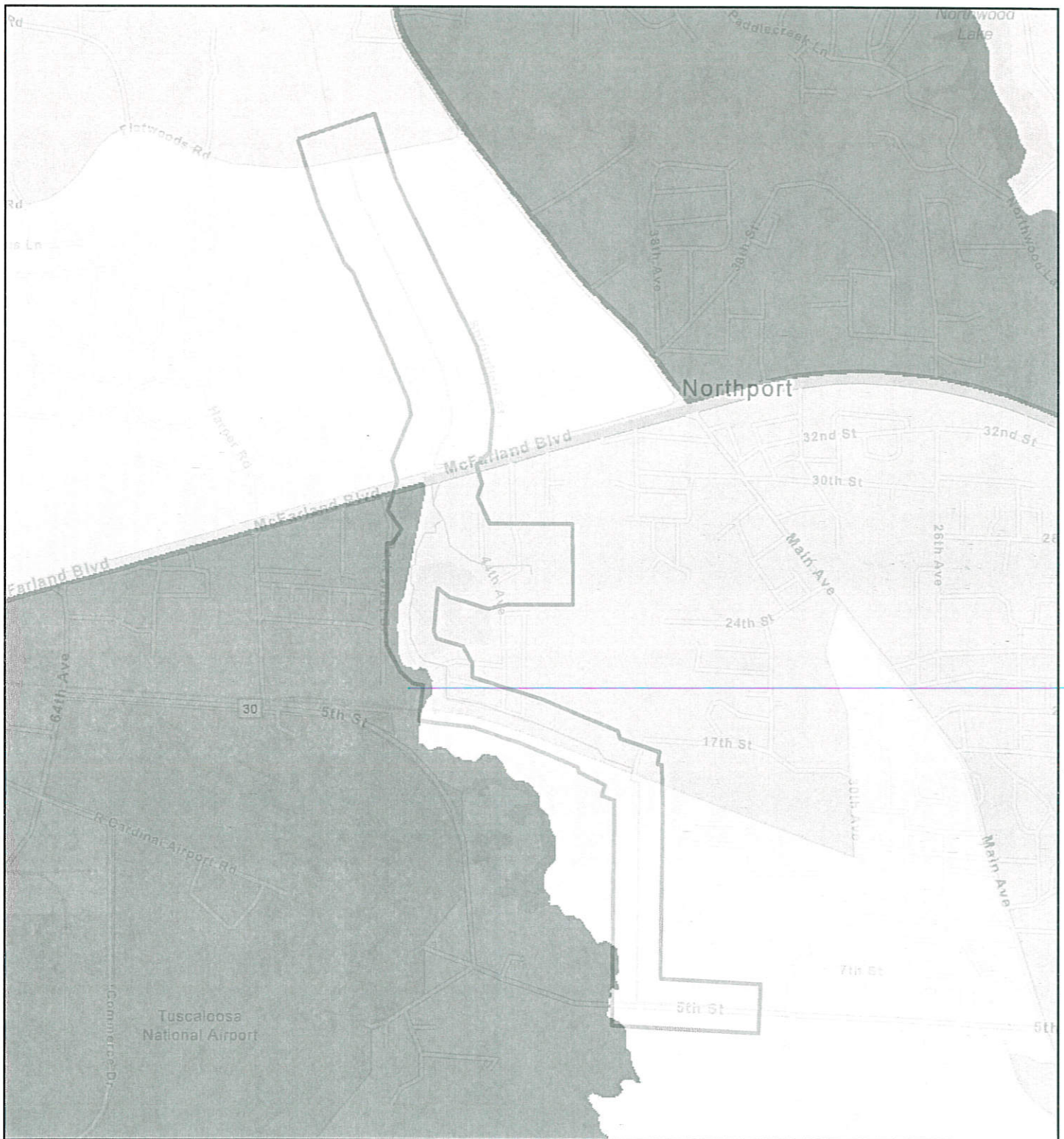
northport project area

1:25,000

0 0.17 0.35 0.7 mi
0 0.28 0.55 1.1 km

City of Tuscaloosa, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Northport Project Area Low Income



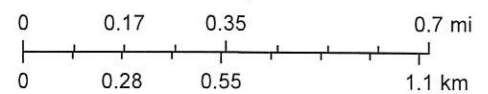
1/5/2023

Low Income
(National Percentiles)

- Less than 50 percentile
- 50 - 60 percentile
- 60 - 70 percentile
- 70 - 80 percentile

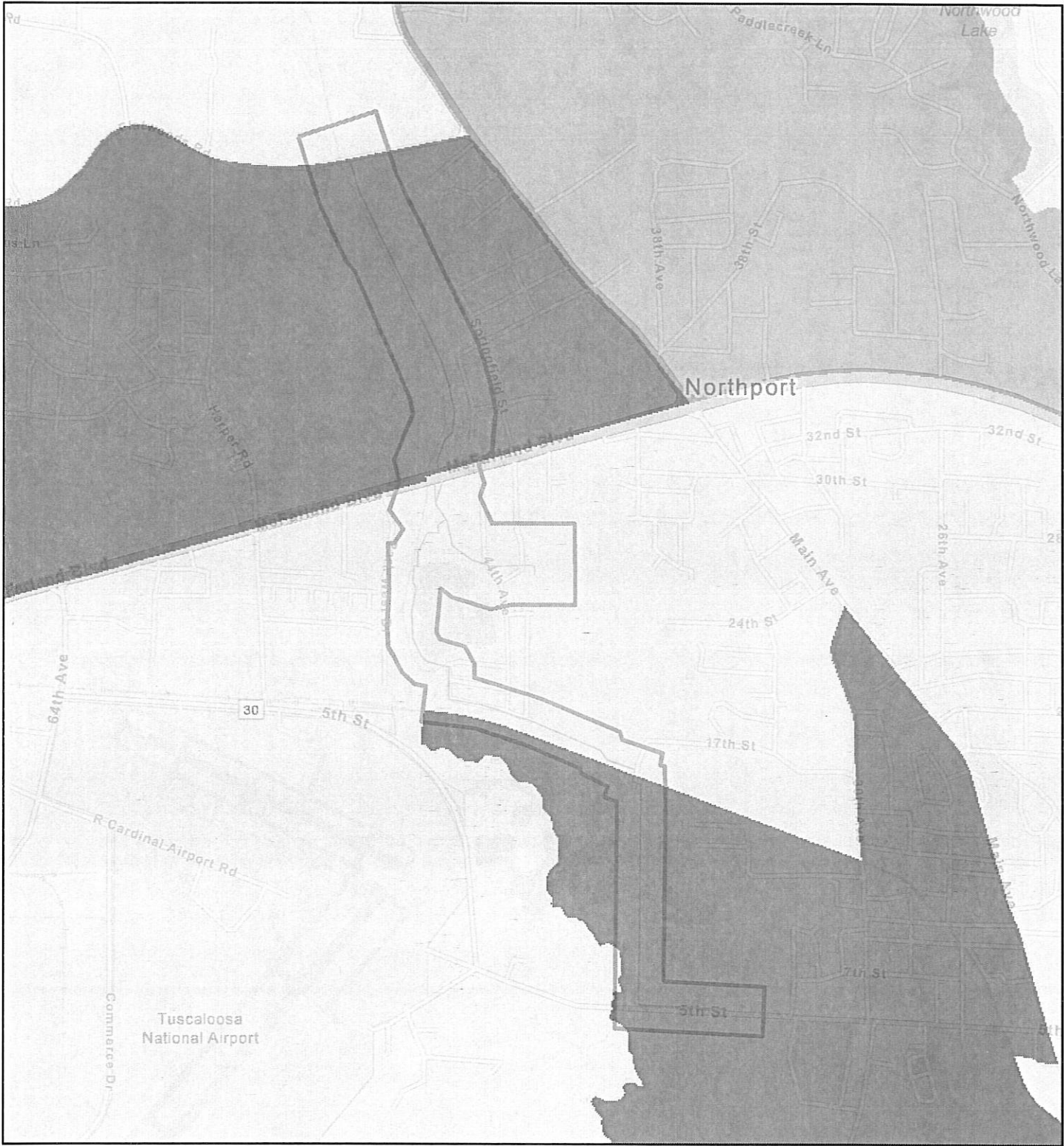
- 80 - 90 percentile
- 90 - 95 percentile
- 95 - 100 percentile
- Data not available
- Project 1
- northport project area

1:25,000



City of Tuscaloosa, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Northport Project Area People of Color

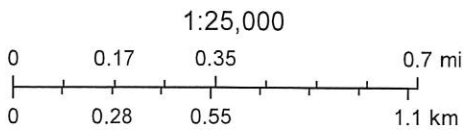


1/5/2023

People of Color
(National Percentiles)

- Less than 50 percentile
- 50 - 60 percentile
- 60 - 70 percentile
- 70 - 80 percentile

- 80 - 90 percentile
- 90 - 95 percentile
- 95 - 100 percentile
- Data not available
- Project 1
- northport project area



City of Tuscaloosa, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Appendix B

**City of Northport, Alabama
Highway 82 Pump Station,
Gravity Sewer Replacement,
and Force Main
ADEM CWSRF Loan Program**

**Executive Summary Report
Sanitary Sewer Improvements
Lift Station No. 2 Drainage Basin
Dated August 2020**



Providing Solutions for Water, Wastewater, and Storm Water Problems

4700 Highway 69 North • Northport AL 35473

Phone (205) 330-0098 • Fax (205) 330-0099

August 26, 2020

Mr. John Powell Webb, Utilities Director
City of Northport
3521 Third Street South
Northport, Alabama 35476

Re: **Executive Summary**
Sanitary Sewer Improvements, Lift Station No. 2 Drainage Basin
City of Northport, Alabama

Dear Mr. Webb:

We were contracted by the City to evaluate the Lift Station No. 2 (LS2) Drainage Basin through assessment of the current sanitary sewer infrastructure condition, estimation of I/I volumes, evaluation of corrective alternatives, and recommendation of improvements. The ultimate goal of this project being to provide design plans and specifications for improvements required for reduction of inflow and infiltration (I/I) and increased capacity within the LS2 drainage basin. Attached is a report of our evaluation which includes the following:

- Executive Summary
- Sanitary Sewer Overflow Reports for Events within the LS2 Basin within the Previous Three Years
- Preliminary Plan and Profile Drawings of Proposed Improvements
- Preliminary Cost Estimate

Please note that the included Plan and Profile Drawings are preliminary and only meant to serve as a guideline for estimating construction costs. In addition, a major factor affecting implementation and cost of these recommended improvements is property acquisition. Recent development along Highway 82 has likely increased property costs; and, there is potential for future growth that holds promise for current property owners. These indicators suggest that acquisition of property in this area could prove to be a lengthy and costly process. As such, these property acquisition costs are highly volatile and have not been included in the attached Preliminary Cost Estimate.

Mr. John Powell Webb
Utilities Director
August 26, 2020
Page Two

If you have any questions or would like to schedule a meeting to further discuss these findings, please contact me at your convenience.

Sincerely yours,

THE CASSADY COMPANY, INC.



Angela Henline, P.E.

ALH/kap .

Enclosures (6)

cc: File No. 19-104

Sanitary Sewer Improvements Lift Station No. 2 Drainage Basin

Executive Summary

FOR

THE CITY OF NORTHPORT



AUGUST 2020

Prepared by:

The Cassady Company, Inc.
4700 Highway 69 North
Northport, Alabama 35473
(205) 330-0098
fax: (205) 330-0099



CONSULTING ENGINEERS
Providing Solutions for Water,
Wastewater and Storm Water Problems



Sanitary Sewer Improvements Lift Station No. 2 Drainage Basin City of Northport, Alabama

Executive Summary

1.0 Scope of Work

Due to the increasing occurrences of wet weather sanitary sewer overflows (SSOs), sewer backups, increased demands, and future growth potential within the Lift Station No. 2 (LS2) drainage basin, the City contracted with The Cassady Company, Inc. to evaluate the major trunk line within the LS2 basin. This report is a concise summary of the findings along with recommended improvements and associated cost estimates. Improvements included herein are recommended in order to satisfy the ultimate goal to minimize or eliminate the occurrence of SSOs and backups while creating capacity for future developments.

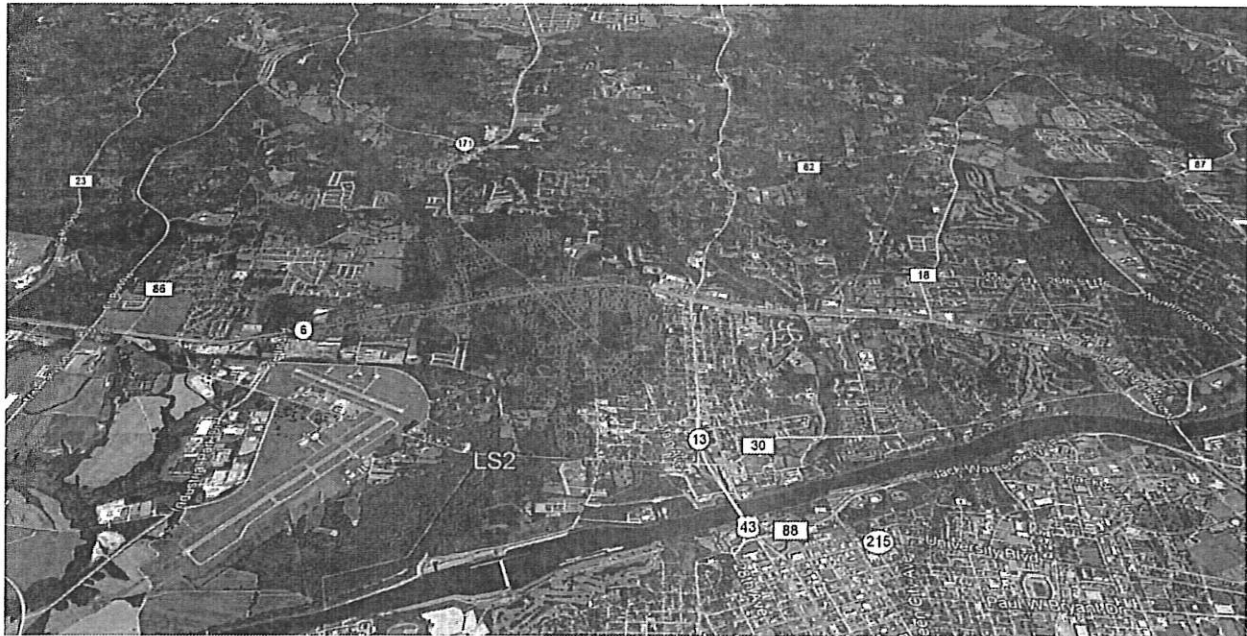


Figure 1: LS2 Drainage Basin

2.0 Lift Station No. 2 Drainage Basin Background

LS2 is located on 5th Street, just west of Kentuck Park and currently serves a large portion of the City of Northport sewer system. The LS2 Drainage Basin for sewer collection extends north to Flatwoods Road, South to 5th, west to Airport Road, and east to 26th Avenue and also includes pumped sewer discharged from small adjacent lift stations. For maximum availability of gravity service to customers, the main gravity sewer trunk line within the LS2 Basin was constructed within low lying relatively flat areas along or in close proximity to Mill Creek. Being restricted by topography in the low flat areas, the gravity trunk line was constructed at a minimum slope, and in some places above ground, to achieve positive drainage. The construction date for the LS2 gravity sewer collection system is undetermined; however, City drawings date construction to be prior to 1980. As such the majority of this gravity system is known to be over 20 years old. In addition, this trunk line has been noted as a 15-inch diameter clay pipe and observed in some locations to be a 16-inch diameter cast iron pipe. It is suspected that the size and material are not consistent due to aerial sections or sections that were repaired. The approximate location of the sewer trunk line is shown in Figure 2 below.

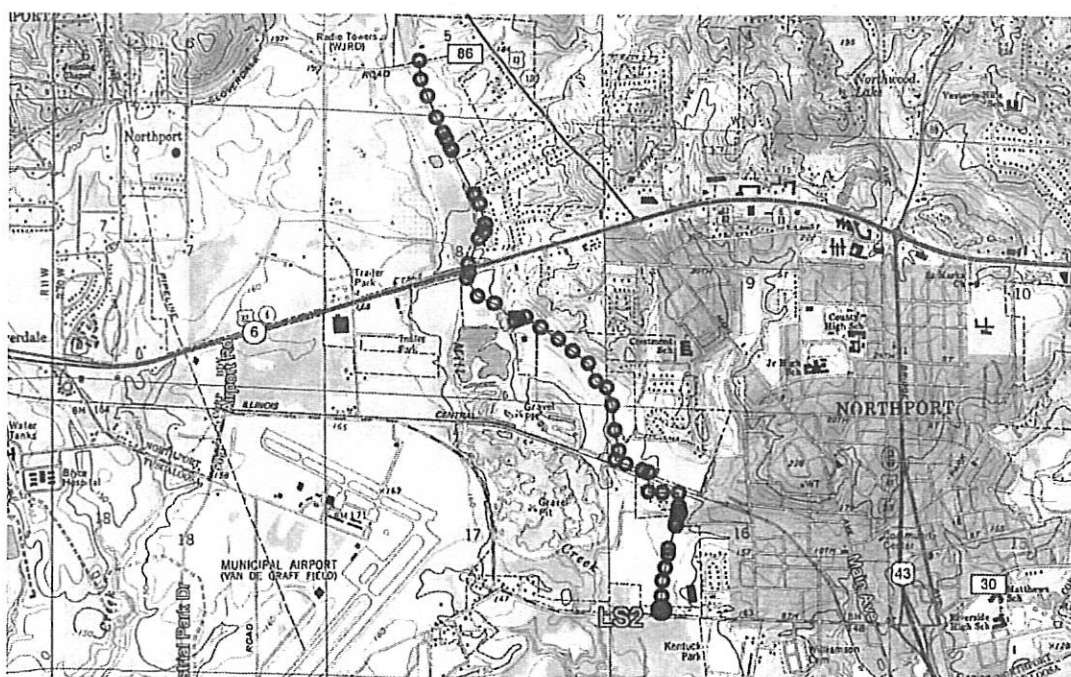


Figure 2: Gravity Sewer Trunk Line Route

3.0 Existing Sewer System Condition

As evidenced by previous reports, there have been SSOs, sewer backups, and capacity concerns within the LS2 Basin since around 2003. These previous evaluation reports recommended a complete upgrade of the LS2 gravity sewer trunk line (referred to in reports as “Flatwoods Interceptor”) and/or a lift station near Highway 82. It is our understanding that due to budgetary constraints and property acquisition conflicts, the City could not move forward with either of these long-term recommendations; but instead, had to make short-term improvements to accommodate impending growth. Some of these improvements included: relocation of the Smith Creek Lift Station force main such that sewer is no longer discharged into the LS2 gravity sewer trunk line but relocated to connect to the LS2 force main and relocation of the Airport Lift Station force main such that sewer is no longer discharged into the LS2 wet well but relocated to connect to the LS2 force main. These short-term improvements temporarily alleviated demands on LS2 and the gravity trunk line. Over time, development has continued with increased demands and these short-term improvements are no longer sufficient. In addition, sewer system infrastructure has deteriorated due to settlement, corrosion, and overgrowth of trees and vegetation and exceeded its service life. Deficiencies identified in the LS2 Basin gravity collection system include:

- As a result of settlement in this flat area, the sewer trunk line no longer maintains the minimum required slope for adequate drainage.
- Portions of the trunk link that were originally placed above ground have been shifted by tree roots and other disturbances on the ground level. (See Photo 3A below)
- Multiple manholes along this route are significantly disintegrated and beyond repair. Many of the manhole bottoms have deteriorated from sewer flows and gases. (See Photo 3B below)



Photo 3A: Trunk Line on Ground



Photo 3B: Trunk Line Manhole

- Over time, the mortar used to seal the pipe joint at manhole interior has deteriorated allowing infiltration at the pipe to manhole connection.
- There is also differential settlement at the pipe to manhole connection which causes the brittle pipe to cracked and break.
- Due to the close proximity to Mill Creek, the groundwater table is high in this area.
- The sewer trunk line can no longer to accommodate large wet weather flows, is continuously surcharged, and experiences frequent sanitary sewer overflows (SSOs). Based on information as reported to Alabama Department of Environmental Management (ADEM), SSOs occurring in the LS2 drainage basin as compared to the entire Northport Sewer System were 56% in 2019, 82% in 2018, and 67% in 2017. So in the last three years, the LS2 basin has been responsible for over half of all SSOs. Copies of these Sanitary Sewer Overflow (SSO) Event Reports and Record of Complaints are available on ADEM's website and have been included in Exhibit A.
- Surcharging and inadequate slopes have caused sewer to back up into residences. As such, the issues along this line have not gone unnoticed by the public and two formal complaints of repeated SSOs regarding the trunk sewer line have been reported to ADEM.

Given the current condition of the LS2 gravity sewer trunk line and the ongoing environmental concerns, the City of Northport can no longer sustain new development within the LS2 drainage basin.

4.0 Proposed Project

Due to the problematic infrastructure conditions as identified above, it is recommended that the City of Northport replace the entire length of the existing LS2 gravity sewer trunk line. In addition, construction of a new lift station near Highway 82 is recommended, separating the LS2 drainage basin into two sub-basins in order to achieve proper depth and slope for this flat area. Construction of a new lift station will allow the upgraded gravity sewer trunk line to be replaced at both an adequate grade and depth (see preliminary drawings in Exhibit 'B'). These improvements will increase capacity for new development and mitigate potential environmental liabilities. The preliminary estimated project cost is \$3,571,650.00 (not including property acquisition). An itemized project cost estimate is included in Exhibit 'C'.

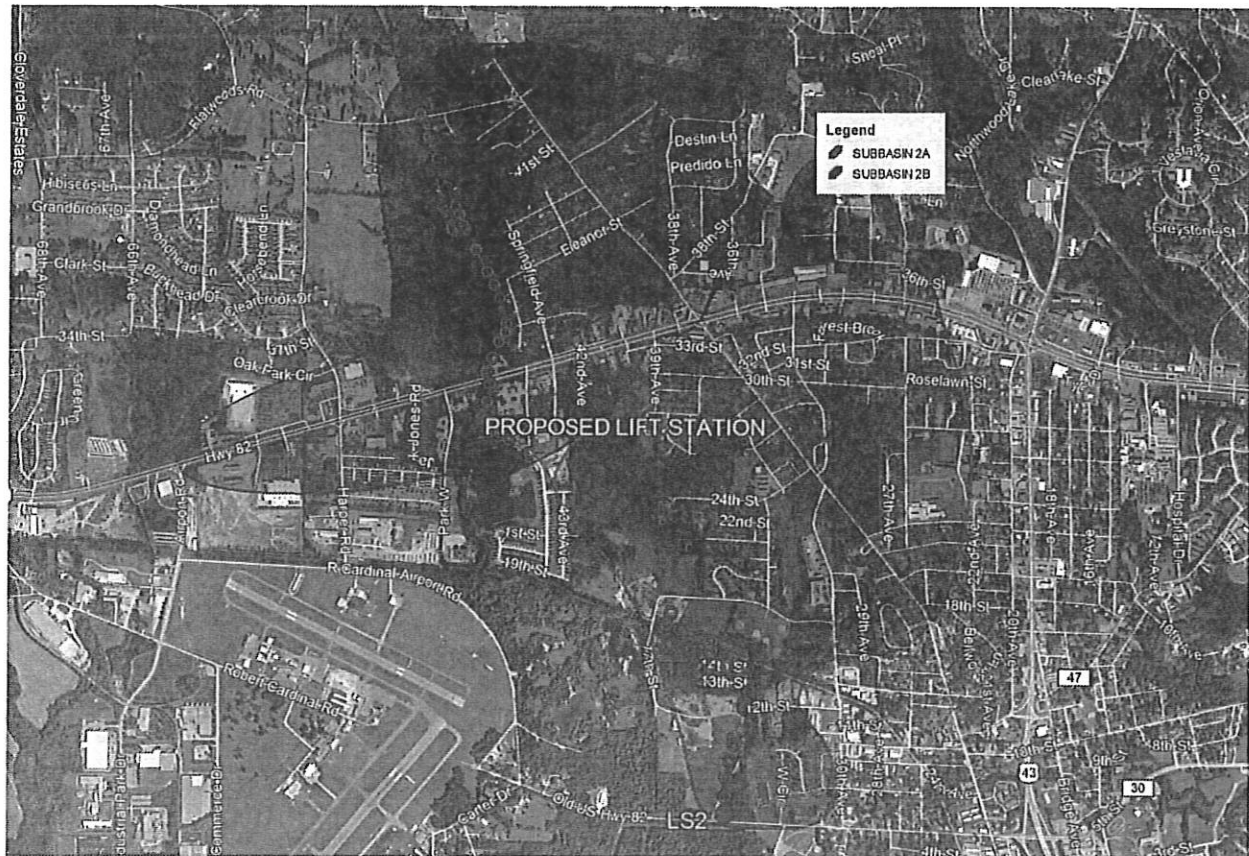


Figure 4: Proposed Project Map

Exhibit 'A'

Sanitary Sewer Improvements Lift Station No. 2 Drainage Basin City of Northport

Sanitary Sewer Overflows and Complaints as submitted to ADEM

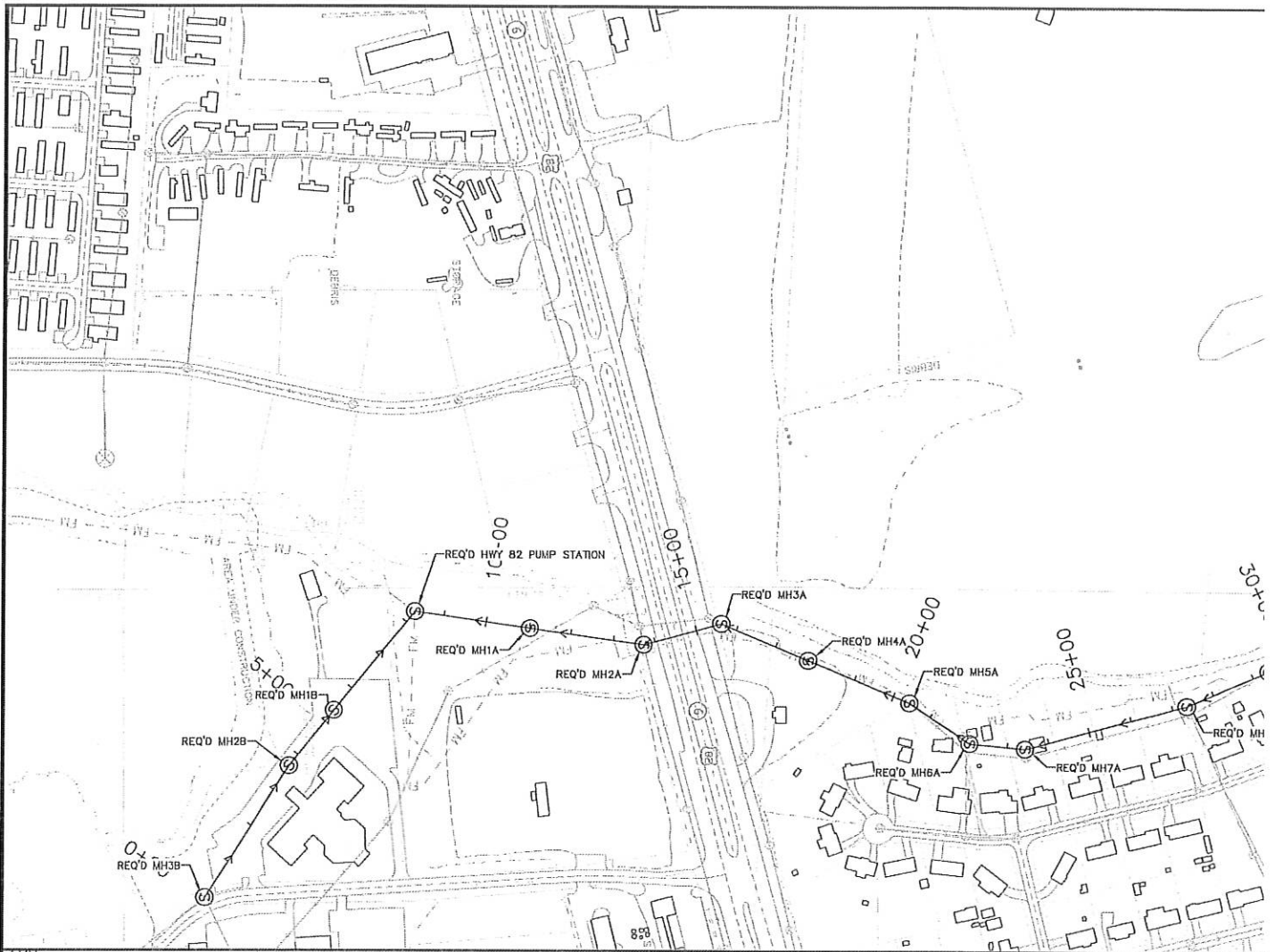
FY2020 Record of Complaints (2)
FY2020 SSO Event Reports (4)
FY2019 SSO Event Reports (5 of 9)
FY2018 SSO Event Reports (9 of 11)
FY2017 SSO Event Reports (10 of 15)

Exhibit 'B'

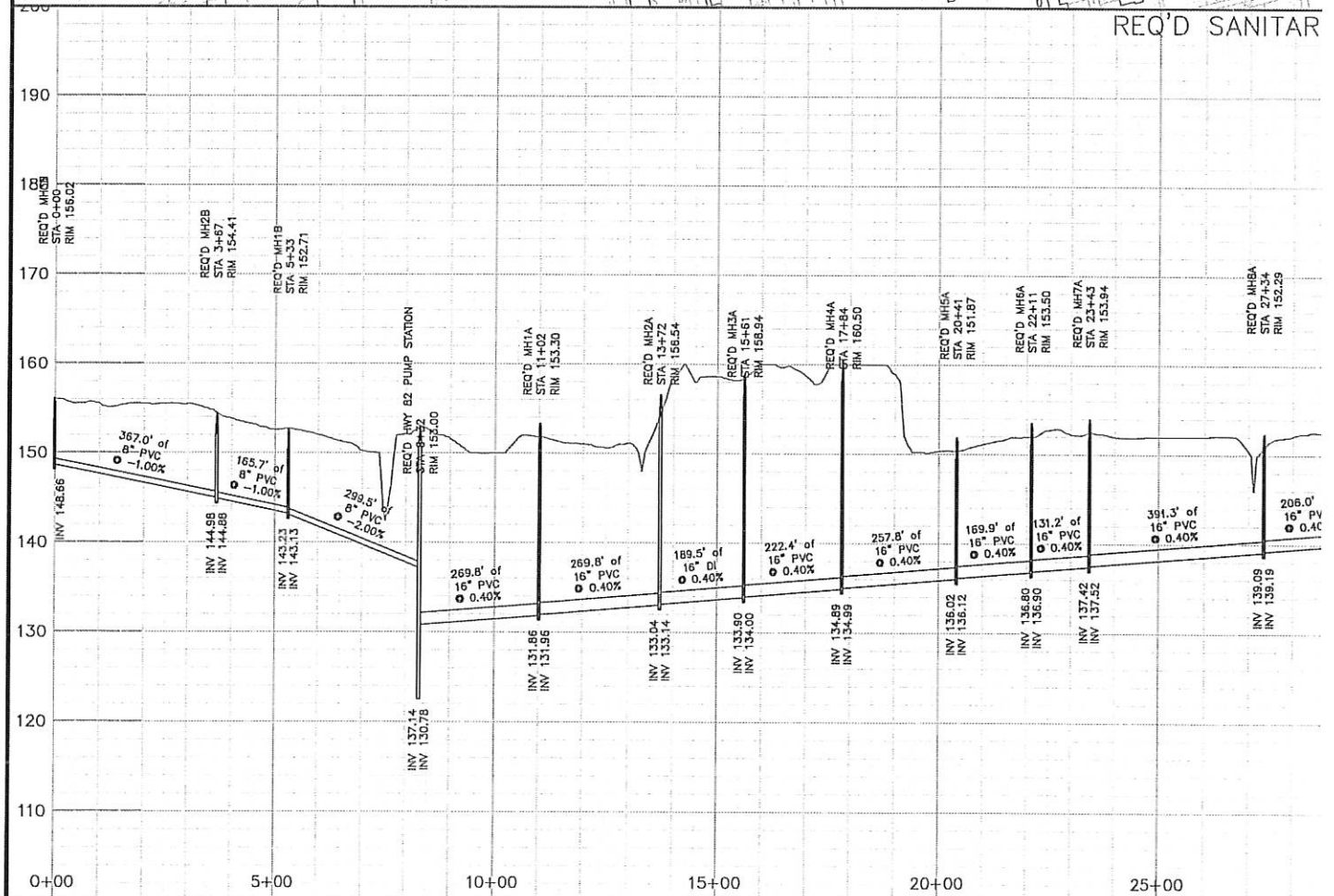
**Sanitary Sewer Improvements
Lift Station No. 2 Drainage Basin
City of Northport**

Preliminary Project Plans

- PP1 Preliminary Plan and Profile
North Drainage Basin**
- PP2 Preliminary Plan and Profile
South Drainage Basin**



REQ'D SANITARY



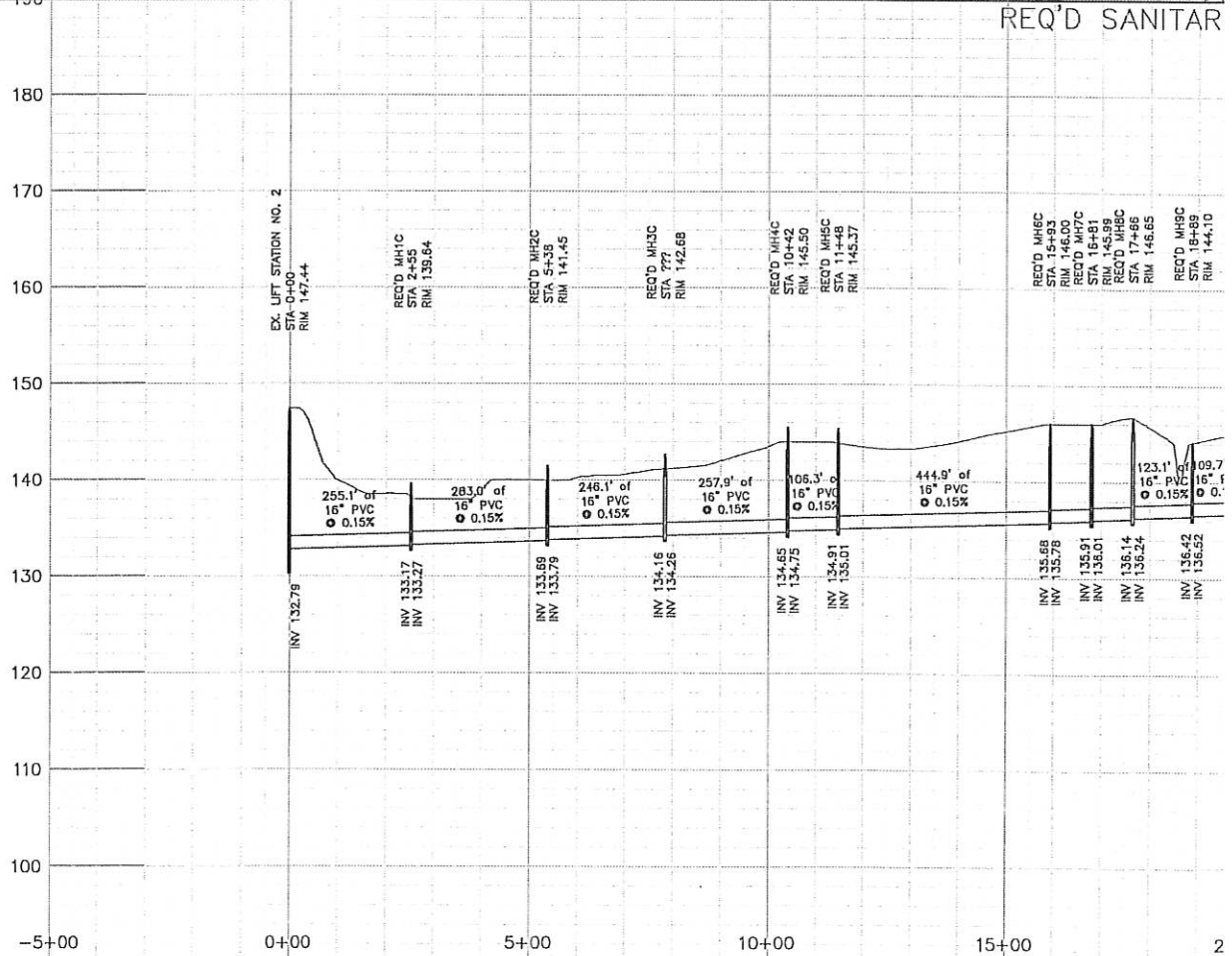
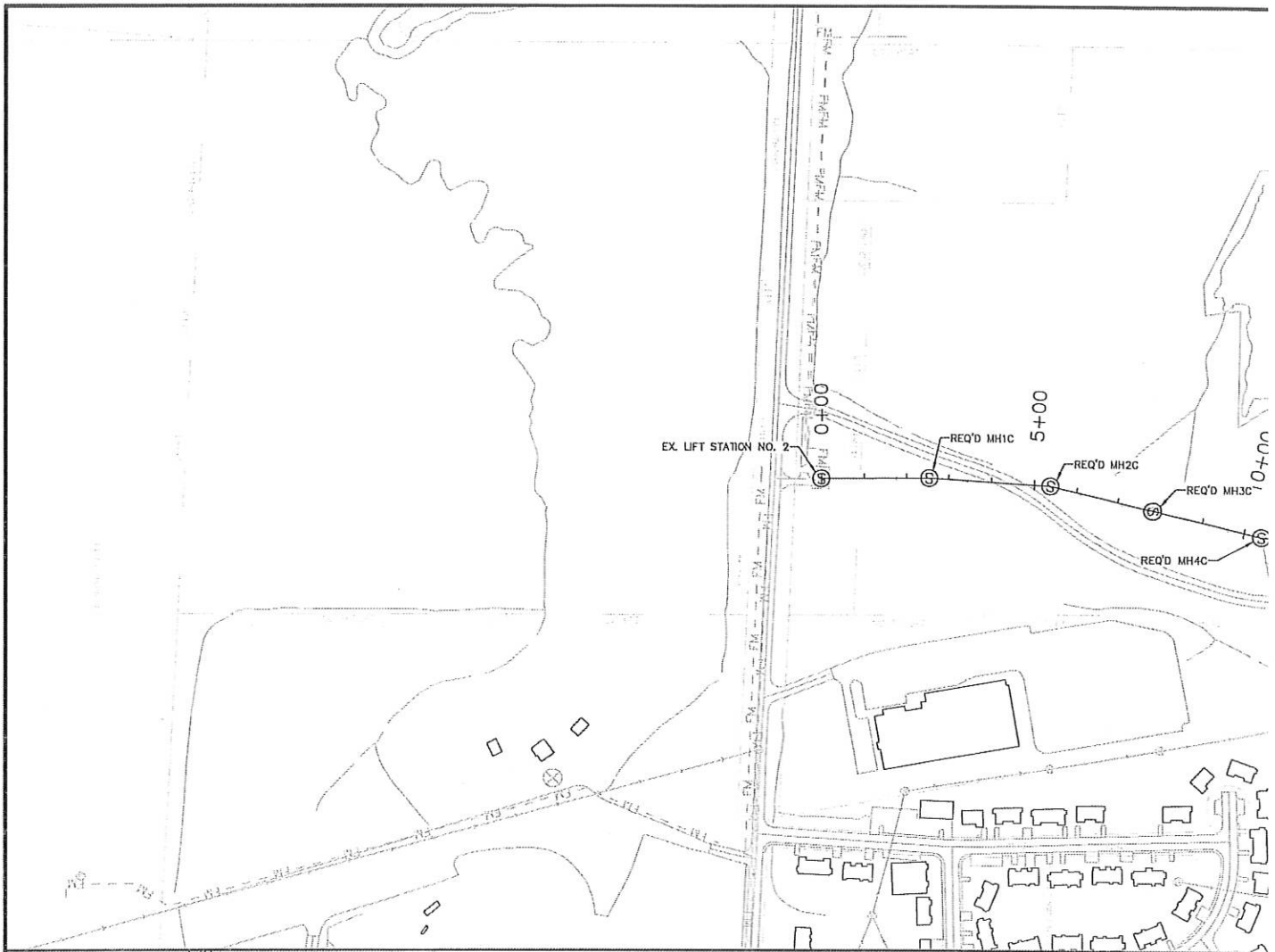


Exhibit 'C'

**Sanitary Sewer Improvements
Lift Station No. 2 Drainage Basin
City of Northport**

Preliminary Project Cost Estimate

**Property Acquisition Costs are not included*

Appendix C

**City of Northport, Alabama
Highway 82 Pump Station,
Gravity Sewer Replacement,
and Force Main
ADEM CWSRF Loan Program**

Estimated Project Cost

Appendix D

**City of Northport, Alabama
Highway 82 Pump Station,
Gravity Sewer Replacement,
and Force Main
ADEM CWSRF Loan Program**

Preliminary Construction Plans

ATTACHMENT B: APPROVED COST ESTIMATE

2023 CWSRF Project
Highway 82 Pump Station, Gravity Sewer Replacement, and Force Main Upgrade
City of Northport, Alabama

ESTIMATE OF PROBABLE CONSTRUCTION COSTS

February 15, 2023

Item No.	Quantity	Unit	Item Description	Unit Cost	Total Cost
<i>Gravity Sewer Replacement and Pump Station Improvements</i>					
1	1.0	LS	Mobilization	\$ 200,000.00	\$ 200,000.00
2	1.0	LS	Highway 82 Pump Station	\$ 900,000.00	\$ 900,000.00
3	1.0	LS	Pump Station Site Work	\$ 200,000.00	\$ 200,000.00
4	1.0	LS	Pump Station Generator	\$ 300,000.00	\$ 300,000.00
5	7.0	Each	Sewer Lateral Connection	\$ 1,500.00	\$ 10,500.00
6	160.0	LF	4" PVC SDR 26 Sewer Lateral	\$ 35.00	\$ 5,600.00
7	120.0	LF	4" PVC SDR 21 Force Main	\$ 30.00	\$ 3,600.00
8	1,460.0	LF	8" PVC SDR 26 Gravity Sewer Main (0-14' Cut)	\$ 100.00	\$ 146,000.00
9	40.0	LF	16" DI (CL 350) Gravity Sewer Main (0-14' Cut)	\$ 300.00	\$ 12,000.00
10	100.0	LF	12" PVC SDR 26 Gravity Sewer Main (0-14' Cut)	\$ 140.00	\$ 14,000.00
11	2,940.0	LF	18" PVC C900 (DR 21) Gravity Sewer Main (0-14' Cut)	\$ 220.00	\$ 646,800.00
12	1,200.0	LF	24" PVC C900 (DR 21) Gravity Sewer Main (0-14' Cut)	\$ 400.00	\$ 480,000.00
13	780.0	LF	24" PVC C900 (DR 21) Gravity Sewer Main (14-20' Cut)	\$ 500.00	\$ 390,000.00
14	60.0	LF	24" PVC C900 (DR 21) Gravity Sewer Main (20'+ Cut)	\$ 600.00	\$ 36,000.00
15	240.0	VLF	48" Dia Precast Sanitary Sewer Manhole	\$ 800.00	\$ 192,000.00
16	225.0	VLF	60" Dia Precast Sanitary Sewer Manhole	\$ 1,000.00	\$ 225,000.00
17	34.0	Each	Manhole Ring and Cover	\$ 750.00	\$ 25,500.00
18	5.0	Each	Memphis Tee	\$ 10,000.00	\$ 50,000.00
19	1.0	LS	Wastewater Flow Control	\$ 100,000.00	\$ 100,000.00
20	1.0	LS	Roadway Bore Setup	\$ 5,000.00	\$ 5,000.00
21	160.0	LF	Roadway Bore - Casing 36" Steel Casing with Spacers and End Seals	\$ 1,500.00	\$ 240,000.00
22	180.0	LF	Roadway Bore - Carrier Pipe 24" DI Pipe with Fast-Grip Gaskets	\$ 1,000.00	\$ 180,000.00
23	50.0	Each	Clay Trench Ditch Check (As Approved by Engineer)	\$ 500.00	\$ 25,000.00
24	200.0	CYIP	Utility Trench Foundation Material (As Approved by Engineer)	\$ 60.00	\$ 12,000.00
25	1.0	LS	Misc. Demolition	\$ 20,000.00	\$ 20,000.00
26	3,800.0	SY	Plane Existing Asphalt Pavement (Approx. 1-1/2 Inches) (Entire Width of Road)	\$ 7.00	\$ 26,600.00
27	320.0	Tons	Asphalt Wearing Surface (@150lbs/SY)	\$ 135.00	\$ 43,200.00
28	600.0	Tons	Asphalt Binder (@400 lbs/SY)	\$ 135.00	\$ 81,000.00

Item No.	Quantity	Unit	Item Description	Unit Cost	Total Cost
29	200.0	SY	Concrete Drive Replacement	\$ 90.00	\$ 18,000.00
30	120.0	LF	Concrete Curb and Gutter Replacement	\$ 75.00	\$ 9,000.00
31	5.0	Acre	Seeding and Mulching	\$ 3,000.00	\$ 15,000.00
32	6,000.0	SY	Solid Sodding	\$ 10.00	\$ 60,000.00
33	1.0	LS	Debris Removal, Clearing and Grubbing	\$ 30,000.00	\$ 30,000.00
34	300.0	Ton	Class II Rip Rap	\$ 75.00	\$ 22,500.00
35	6,450.0	LF	Type A Silt Fence	\$ 4.50	\$ 29,025.00
36	1.0	LS	Temporary Erosion Control Management and Maintenance	\$ 30,000.00	\$ 30,000.00
Subtotal - Gravity Sewer Replacement and PS Improvements					\$ 4,783,325.00
Force Main Upgrade					
37	1.0	LS	Mobilization	\$ 110,000.00	\$ 110,000.00
38	8,800.0	LF	18" PVC C900 (DR 21) Sewer Force Main	\$ 195.00	\$ 1,716,000.00
39	80.0	LF	18" DI Restrained Joint Sewer Force Main (Wet Ditch Crossing)	\$ 500.00	\$ 40,000.00
40	2.0	Each	18" DIMJ Plug Valve	\$ 32,000.00	\$ 64,000.00
41	5.0	Each	Air and Vacuum Valve Assembly	\$ 10,000.00	\$ 50,000.00
42	1.0	Each	12" x 12" Hot Tap	\$ 15,000.00	\$ 15,000.00
43	1.0	LS	Railroad Bore Setup	\$ 15,000.00	\$ 15,000.00
44	90.0	LF	Railroad Bore - Casing 30" Steel Casing with Spacers and End Seals	\$ 1,200.00	\$ 108,000.00
45	100.0	LF	Railroad Bore -Carrier Pipe 18" DI Pipe with Fast-Grip Gaskets	\$ 800.00	\$ 80,000.00
46	600.0	SY	Plane Existing Asphalt Pavement (Approx. 1-1/2 Inches) (Entire Width of Road)	\$ 7.00	\$ 4,200.00
47	50.0	Tons	Asphalt Wearing Surface (@150lbs/SY)	\$ 135.00	\$ 6,750.00
48	40.0	Tons	Asphalt Binder (@400 lbs/SY)	\$ 135.00	\$ 5,400.00
49	20.0	LF	Concrete Curb and Gutter Replacement	\$ 75.00	\$ 1,500.00
50	4.0	Acre	Seeding and Mulching	\$ 3,000.00	\$ 12,000.00
51	1.0	LS	Debris Removal, Clearing and Grubbing	\$ 30,000.00	\$ 30,000.00
52	300.0	Ton	Class II Rip Rap	\$ 75.00	\$ 22,500.00
53	4,500.0	LF	Type A Silt Fence	\$ 4.50	\$ 20,250.00
54	1.0	LS	Traffic Control	\$ 5,000.00	\$ 5,000.00
55	1.0	LS	Temporary Erosion Control Management and Maintenance	\$ 30,000.00	\$ 30,000.00
Subtotal Estimated Construction Cost - Force Main Upgrade					\$ 2,335,600.00
Subtotal Estimated Construction Cost					\$ 7,118,925.00
Construction Contingency				10%	\$ 711,892.50
Total Estimated Construction Cost					\$ 7,830,817.50
SRF Grant Administration					\$ 50,000.00
Engineering Design				6.0%	\$ 469,849.05
Engineering Construction Administration and Oversight				5.0%	\$ 391,540.88
Design Survey					\$ 25,000.00
Construction Staking					\$ 20,000.00
Property / Easement Acquisition					\$ 75,000.00
Railroad Permit					\$ 25,000.00
Total Estimated Project Cost					\$ 8,887,207.43



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: December 11, 2023

SUBJECT: Minutes, November 28, 2023, Regular Meeting

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Whitney DuBose

Approved By: Glenda Webb

Summary:

Recommendation:

Funding Source/GL Code:

Motion for Consideration:

Approval of the Consent Agenda will approve the minutes from the November 28, 2023, Regular Called Council meeting.

The regular called Meeting of the Northport City Council convened at **5:30 p.m.** on **Tuesday, November 28, 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, and Councilman Wiggins. Also present at tonight's meeting, Mayor Hinton and City Administrator Webb. Absent from tonight's meeting and failing to vote, Councilwoman Dykes.

Mayor Hinton presented a proclamation of recognition to Black Warrior Waste Authority for receiving a state award.

A presentation of River Run Park was given during tonight's meeting.

Motion by Pro Tem Bobo, **Second** by Councilman Washington to **approve the agenda for the November 28, 2023, Council Agenda**. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Bobo to **adopt Ordinance 2212 Accepting Amending Chapter 2 Related to Employee Incentive Pay for Utilities**. Roll call was as follows: Councilman Wiggins, Yes; Pro Tem Bobo, Yes; Councilman Washington, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Pro Tem Bobo offered for a 1st Reading, Ordinance Adopting the 2024 General Fund Capital Budget.

Councilman Wiggins offered for a 1st Reading, Ordinance for Annexation of approximately 8.11 acres located at 13582 Mount Olive Road.

Motion by Councilman Wiggins, **Second** by Councilman Washington to **approve Resolution 23-222 awarding bid file #23-15 to Pro Trainer for one gooseneck trailer in the amount of \$34,165.00**. Roll call was as follows: Councilman Wiggins, Yes; Councilman Washington, Yes; Pro Tem Bobo, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Wiggins to **adopt Resolution 23-223 awarding bid file #23-16 to Video Industrial Services for as-needed Drainage Pipe Rehab**. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Wiggins, Yes; Councilman Washington, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Wiggins to **adopt Resolution 23-224 authorizing the City Administrator to execute an agreement with Ellis Architects, Inc. for interior furnishing services for the Public Works Building Addition in the amount of \$9,500.00 and any related reimbursable expenses**. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Wiggins, Yes; Councilman Washington, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Wiggins to **adopt Resolution 23-225 authorizing the City Administrator to execute an agreement with Sain Associates, Inc. for the development of the Northport Safety Action Plan in the amount of \$239,556.09 and any reimbursable expenses**. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Wiggins, Yes; Councilman Washington, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Wiggins to **adopt Resolution 23-226 authorizing the City Administrator to execute amendment #1 to the Master Service Agreement with TTL, Inc. for the sports and recreation complex at Northport Shore in the amount of \$310,000.00**. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Wiggins, Yes; Councilman Washington, Yes; and President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Councilman Washington to approve **the Consent Agenda for the November 28, 2023, Council meeting as printed:**

CONSENT AGENDA

1. Minutes, Regular Meeting, November 6, 2023 - Glenda Webb
2. Bill Listing - Glenda Webb
3. PO Request for Employee Reimbursement for AEMT School-Related Costs, \$396.00 - Chief Bart Marshall
4. Purchase Requisition - Hydraulic Pump for Utilities Backhoe, Warrior Tractor & Equipment, \$5,150.61 - John Webb
5. Purchase requisition for recycling containers - Brooke Starnes
6. Purchase requisition for Curb Sorter - Brooke Starnes
7. PO Requisition - Reduction and Renewal of Supersedeas Bond pertaining to Condemnation of Property for the Hwy. 69/UCR Realignment Project - Ron Davis
8. PO Request for Granicus Short Term Rental Software - Darren McGee
9. PO Requisition, Probate Award for Condemnation pertaining to the Hwy. 82 Pump Station and Gravity Main Project - University Place Properties, LLC - Ron Davis
10. PO Requisition, Probate Award for Condemnation pertaining to the Hwy. 82 Pump Station and Gravity Main Project - Barnes & Moody, LLC - Ron Davis
11. Purchase Requisition, Dell Technologies, 2024 Computer Replacement Project, \$12,823.33 - Scott Murphy
12. Purchase Requisition - Testing Equipment & Reagents for WWTP, USA Bluebook, \$7,250.10 - John Webb
13. Purchase Requisition - Pump for Northridge Pump Station, Hydra Service, Inc., \$8,870.00 - John Webb
14. Purchase Requisition - Metrotech Locator and Metal Detector, Tracer Electronics, LLC., \$6,835.00 - John Webb
15. PO Requisition - GIS Planning \$5,300.00 - Glenda Webb
16. PO Requisition, Travel Reimbursement for 2023 Fall Law Conference, Chris Cunningham, \$429.20 - Ron Davis
17. PO Requisition, Travel Reimbursement for 2023 Fall Law Conference, Ron Davis, \$479.60 - Ron Davis
18. Purchase Requisition, Repair Garbage Truck, Ingram Equipment Company (IEC), \$8,693.73 - Brooke Starnes
19. Purchase Requisition, Cube- Style Ice Maker, Sanford Restaurant Equipment, \$14,937.09 - Brooke Starnes
20. PO Requisition - fuel reimbursement - \$59.17 - Gerald Burton
21. PO Requisition - PD Uniforms - \$10,211.00 - Gerald Burton
22. PO Requisition - PD Ammunition - \$19,906.00 - Gerald Burton

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

PUBLIC HEARINGS

There were **no** Public Hearings items on the agenda for the **Engineering Department**.
There were **no** Public Hearings items on the agenda for the **Legal Department**.
There were **no** Public Hearing items on the agenda for the **Planning & Inspection Department**.
There were **no** Public Hearing items on the agenda for the **Police Department**.

CITY ADMINISTRATOR’S BUSINESS

City Administrator Webb invited the community to come out for the City’s 3rd Annual Holiday Open House which will take place on Thursday, December 14, 2023, from 5:00-8:00 pm. Ms. Webb also encouraged citizens to come and drop off toys for Toy for Tots donation drive. There are donation boxes at all city buildings.

MAYOR AND COUNCIL MEMBER’S BUSINESS

Mayor Hinton, Mayor Hinton had no official business at tonight’s Council meeting.
Pro Tem Bobo, District 1- Pro Tem Bobo had no official to discuss for District 1.
Councilman Washington, District 2- Councilman Washington had no official business for District 2.
Councilman Wiggins, District 3- Councilman Wiggins had no official business to discuss for District 3.
Councilwoman Dykes, District 4- Councilwoman Dykes was absent from tonight’s meeting.
President Hogg, District 5- President Hogg had no official business for tonight’s meeting.

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

There being no further business to come before the Council, the meeting was adjourned at 6:41 p.m.

Jeff Hogg, President

ATTEST:

Glenda D. Webb, City Administrator



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

AGENDA ITEM NO. 9.c.2.

MEETING DATE: December 11, 2023

SUBJECT: Bill Listing

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Whitney DuBose

Approved By: Glenda Webb

Summary:

Recommendation:

Funding Source/GL Code:

Motion for Consideration:

Approval of the Consent Agenda will approve the Bill Listing for the December 6th Council Meeting.



City of Northport

Expense Approval Report

By (None)

Payment Dates 11/23/2023 - 12/6/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Thompson Engineering Inc	231002466	11/29/2023	Proposal for CE&I Services for ...	2,970.20
Thompson Engineering Inc	231002468	11/29/2023	CE&I Services - Watermelon R...	3,473.89
FirstPoint Collection Resources..	97712	11/29/2023	GROSS PAYMENT FEES	594.34
				7,038.43
Department: 13 - Mayor & City Council				
Tuscaloosa County High School	INV0020969	11/29/2023	Softball	750.00
Echols Middle School	INV0020966	11/29/2023	Softball	200.00
Tuscaloosa County High School	INV0020968	11/29/2023	Softball	2,000.00
				Department 13 - Mayor & City Council Total: 2,950.00
Department: 15 - Administrative				
Ander's Hardware Co. Inc.	N1219844	11/29/2023	City Hall Flag Repair Nuts, Bolt...	18.51
Northport Electrical Supply Inc.	V1032315	11/29/2023	Hand tools & power pole repair	38.10
KPS Group Inc	2280060011	11/29/2023	BLANKET PO - KPS Group (Co...	5,482.47
Alabama Power Company	INV0020953	11/29/2023	SB23192-17002	7,197.30
Alabama Power Company	INV0020953	11/29/2023	SB23192-17002	301.87
Amazon Capital Services	1WDR-KCWD-XQ6M	11/29/2023	Christmas Light bulbs for City ...	98.97
Lowe's Home Centers Inc.	01983	11/29/2023	department ladder	79.80
Amazon Capital Services	17DQ-X3V7-91PY	11/29/2023	christmas parade/holiday ope...	258.75
Spire	INV0020961	11/29/2023	512 Main Ave 4973862222	8.30
Amazon Capital Services	1WLD-36RP-Q49F	11/29/2023	Holiday Open House	439.13
Amazon Capital Services	144C-WX37-XNPP	11/29/2023	holiday open house	293.16
Cintas	4174505774	11/29/2023	PAYER # 14353428	39.62
Spire	INV0020959	11/29/2023	3401 Main Ave C 0420679877	909.82
Amazon Capital Services	1MFW-W66C-7Q1H	11/29/2023	gold stickers for city seal	12.65
				Department 15 - Administrative Total: 15,178.45
Department: 16 - Legal				
Black Warrior Surveying LLC	23-1105	11/29/2023	Outsourced Legal - James Out...	800.00
Chris Cunningham	INV0020965	11/29/2023	CONSENT 11/28/23 Chris Rei...	429.20
Ron Davis	INV0020967	11/29/2023	CONSENT 11/28/23 Ron Lodgi...	479.60
CivicPlus LLC	284058	11/29/2023	Online Code Hosting Premium...	1,454.25
				Department 16 - Legal Total: 3,163.05
Department: 17 - Municipal Court				
Catalis Court & Land Records L...	INV308307452	11/29/2023	OCTOBER COURT SOFTWARE	5,391.63
Catalis Court & Land Records L...	INV308307453	11/29/2023	NOVEMBER COURT SOFTWARE	5,391.63
				Department 17 - Municipal Court Total: 10,783.26
Department: 22 - Information Technology				
Xerox Corporation	5000350	11/29/2023	CONTRACT CHARGE 10/29-11...	1,422.48
A T & T	3616504804	11/29/2023	831-001-2247 676	844.41
A T & T	7036393805	11/29/2023	831-001-2475 849	1,906.34
A T & T	7036393805	11/29/2023	831-001-2475 849	746.62
Comcast Cable	INV0020940	11/29/2023	1781 HARPER RD 8396 90 014...	336.54
Spectrum Business	1773954011111423	11/29/2023	13205 MARTIN RD SPUR 1773...	117.98
Comcast Cable	INV0020942	11/29/2023	1101 MLK BLVD 8396 90 014 ...	151.18
Comcast Cable	INV0020943	11/29/2023	3500 MCFARLAND BLVD 8396...	95.00
SecuriT360 LLC	7115	11/29/2023	CONSENT AGENDA 9c8 10/16...	2,233.00
SecuriT360 LLC	7116	11/29/2023	CONSENT AGENDA 9c8 10/16...	2,233.00
J & J Telephone Inc.	71725RJ	11/29/2023	LAST MONTH INVOICE DIFFER...	9.90
Comcast Cable	INV0020941	11/29/2023	3500 MCFARLAND BLVD OFC ...	573.69
Comcast Cable	INV0020958	11/29/2023	3721 26th Ave OFC 8396 90 0...	338.50
Comcast Cable	INV0020956	11/29/2023	5410 Hwy 69N 8396 90 014 0...	243.85
Comcast Cable	INV0020957	11/29/2023	5410 Hwy 69N 8396 90 014 0...	413.18
Amazon Capital Services	1W73-X7KC-MWVN	11/29/2023	IT - 15ft HDMI cable	25.58

Expense Approval Report

Payment Dates: 11/23/2023 - 12/6/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
VC3 INC.	130594	11/29/2023	IT - Monthly backup for comp...	2,240.00
Department 22 - Information Technology Total:				13,931.25
Department: 28 - Planning & Inspections				
Northport Gazette The	INV0020992	11/29/2023	University Beach Annex Postp...	21.35
Department 28 - Planning & Inspections Total:				21.35
Department: 32 - Engineering				
TTL Inc.	2129926	11/29/2023	Fee Proposal - Main Avenue St...	67,084.10
Thompson Engineering Inc	231002468	11/29/2023	CE&I Services - Watermelon R...	868.47
Thompson Engineering Inc	231002720	11/29/2023	Amendment - MLK, Jr. Blvd at ...	28,491.37
Kimley-Horn and Associates In...	014152005-1023	11/29/2023	Hydraulic Analysis of Mill Cree...	9,812.50
Thompson Engineering Inc	231002712	11/29/2023	Proposal for Resurfacing 2023	21,748.61
Alabama Power Company	INV0020953	11/29/2023	SB23192-17002	823.96
Alabama Power Company	INV0020953	11/29/2023	SB23192-17002	28,718.07
Amazon Capital Services	1HV7-FVHP-6G6V	11/29/2023	Amazon - Employee Uniforms	29.98
TTL Inc.	2130920	11/29/2023	Fee Proposal - Main Avenue St...	101,086.32
Northport Gazette The	INV0020991	11/29/2023	Hwy 82 Pump Station - Public...	159.60
Department 32 - Engineering Total:				258,822.98
Department: 33 - Police				
Dogan Steel Inc.	23026	11/29/2023	PD - animal control box repairs	390.00
APCO International Inc	00085734	11/29/2023	Reinhart STO Recertification	220.00
Northport Auto Supply Co. Inc.	100799801	11/29/2023	PD stock oil filters	17.26
Northport Auto Supply Co. Inc.	100799928	11/29/2023	PD 454 Chevy Truck Brakes & ...	284.97
Northport Auto Supply Co. Inc.	100801471	11/29/2023	PD 463 mini bulb	27.80
Northport Auto Supply Co. Inc.	100801889	11/29/2023	PD#442 Battery	142.30
Northport Auto Supply Co. Inc.	100802055	11/29/2023	PD#3767 Power Switch for wi...	140.43
Galls LLC	026220320	11/29/2023	Rosser Name Tag	25.32
Alabama Power Company	INV0020953	11/29/2023	SB23192-17002	875.02
Alabama Power Company	INV0020953	11/29/2023	SB23192-17002	7,719.05
Alabama Power Company	INV0020953	11/29/2023	SB23192-17002	1,518.66
Northport Auto Supply Co. Inc.	100803156	11/29/2023	PD#4900 Battery	142.30
Carrier Corporation	90323704	11/29/2023	AGENDA: PD HVAC Update	62,592.00
Northport Auto Supply Co. Inc.	100802103	11/29/2023	PD Stock Oil Filters	99.72
Business Supply & Printing	5309	11/29/2023	Wanted Person Cards	309.40
Weathertech Distributing Co...	8076522-00	11/29/2023	Air Filters at PD	44.37
Spire	INV0020963	11/29/2023	3000 Charlie Shirley Rd 21140...	40.93
Paint Spot	N0298417	11/29/2023	A/C Vents rusted Police Dept	28.96
Sequel Electrical Supply	S3778842.001	11/29/2023	Light bulbs for outside at PD	219.80
Country Roads RV Sales & Serv..	49684	11/29/2023	PD Mobile Command - window	1,321.85
GFL Environmental Inc.	UI0000024652	11/29/2023	UI1703	409.74
Erika Stough	INV0020948	11/29/2023	AGENDA: Erika Stough fuel	128.94
Erika Stough	INV0020948	11/29/2023	AGENDA: Erika Stough meal e...	78.72
Julie O'Quinn	INV0020949	11/29/2023	AGENDA 11.6.23 - Julie O'Qui...	82.01
Julie O'Quinn	INV0020949	11/29/2023	AGENDA 11.6.23 - Julie O'Qui...	60.00
Julie O'Quinn	INV0020949	11/29/2023	AGENDA 11.6.23 - Julie O'Qui...	54.14
Robert Newels	INV0020993	11/29/2023	Evidence collection supplies	27.00
Robert Newels	INV0020993	11/29/2023	Fuel	45.94
Robert Newels	INV0020993	11/29/2023	Hotel	362.97
Robert Newels	INV0020993	11/29/2023	AGENDA: Travel Reimbursem...	55.17
Department 33 - Police Total:				77,464.77
Department: 35 - Fire				
Northport Auto Supply Co. Inc.	100798550	11/29/2023	FD #22 - battery cable extensi...	17.96
TRUCKWORX HOLDING CO INC	1130157742	11/29/2023	Engine #3 Exhaust Sensors	903.94
Alabama Power Company	INV0020953	11/29/2023	SB23192-17002	4,088.20
Northwest Supply Co. Inc.	955248	11/29/2023	FD#2 Hose Reel Repair	9.03
Lowe's Home Centers Inc.	75626	11/29/2023	Ladder for St. 1	28.48
Spire	INV0020964	11/29/2023	12301 Mitt Lary Rd 78635555...	118.74
Award Company of America L...	54338	11/29/2023	Shipping	224.32
Award Company of America L...	54338	11/29/2023	Fire Hats	800.00
Award Company of America L...	54338	11/29/2023	Coloring Books	770.00

Expense Approval Report

Payment Dates: 11/23/2023 - 12/6/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Award Company of America L...	54338	11/29/2023	Rubber Ducks	760.00
Lowe's Home Centers Inc.	86245	11/29/2023	Toolbox for R4	56.98
Alabama Fire College	8215	11/29/2023	Fire Inspector I - R. Eppes	280.00
Department 35 - Fire Total:				8,057.65

Department: 37 - Public Works

Sequel Electrical Supply	S3748418.002	11/29/2023	Kentuck Park - lights for PD ev...	17.29
Northport Auto Supply Co. Inc.	100796224	11/29/2023	PW Truck #9434 - C. Sprayber...	49.10
Northport Auto Supply Co. Inc.	100796387	11/29/2023	Bucket Truck #6567 - batteries	289.26
Sequel Electrical Supply	S3759139.001	11/29/2023	Kentuck Park - lights for PD ev...	53.34
Northport Auto Supply Co. Inc.	100798049	11/29/2023	KBoom #1053 - door rod clips	9.46
Glass Doctor	2-113352	11/29/2023	Grounds Truck #5418 - back gl...	334.95
Northport Auto Supply Co. Inc.	100798347	11/29/2023	Construction Track Hoe #9899 ..	13.64
Northport Auto Supply Co. Inc.	100798418	11/29/2023	CREDIT	-180.17
Northport Auto Supply Co. Inc.	100799049	11/29/2023	PW#6115 Knuckleboom Brake...	39.24
Northport Auto Supply Co. Inc.	100799984	11/29/2023	PW# 9487 Knuckleboom Heat...	27.74
O'Reilly Auto Parts	1063-466368	11/29/2023	PW 9487 Boom Turbo MT Kit	10.12
One Source Office Products LLC	OE-45743-1	11/29/2023	BLANKET - janitorial supplies	56.10
Northport Auto Supply Co. Inc.	100800128	11/29/2023	PIN	13.04
Northport Auto Supply Co. Inc.	100800372	11/29/2023	PW#7262 ROW Air Brake Hose	12.90
One Source Office Products LLC	OE-45743-2	11/29/2023	BLANKET - janitorial supplies	10.77
Northport Auto Supply Co. Inc.	100800617	11/29/2023	P#5062 Tractor Fitting & braid...	123.25
Grainger Inc.	9892811770	11/29/2023	Metal Trash Can Lid	24.80
Northport Electrical Supply Inc.	V1032315	11/29/2023	Hand tools & power pole repair	110.25
Lewis Distributors LLC.	INV0020950	11/29/2023	Shop supplies Fuses, Clamps, ...	351.95
Northport Auto Supply Co. Inc.	100801749	11/29/2023	CREDIT	-13.04
Northport Auto Supply Co. Inc.	100802034	11/29/2023	BATTERY	284.60
Northport Auto Supply Co. Inc.	100802104	11/29/2023	Stock Oil Filter	18.30
Northport Auto Supply Co. Inc.	100802329	11/29/2023	CREDIT	-284.60
Lowe's Home Centers Inc.	84328	11/29/2023	1/4 socket drive tools	42.22
Tuscaloosa Tire & Service Cen...	N285426	11/29/2023	Construction Truck #4270 - tir...	731.27
Northport Auto Supply Co. Inc.	100802352	11/29/2023	AIR BRAKE	20.27
Northport Auto Supply Co. Inc.	100802387	11/29/2023	AIR BRAKES	9.29
Northport Auto Supply Co. Inc.	100802394	11/29/2023	CREDIT	-1.71
Northport Auto Supply Co. Inc.	100802410	11/29/2023	CREDIT	-20.27
Northport Auto Supply Co. Inc.	100802414	11/29/2023	AIR BRAKES	1.71
Northport Auto Supply Co. Inc.	100802417	11/29/2023	C	-9.29
Northport Auto Supply Co. Inc.	100802425	11/29/2023	CREDIT	-15.00
Alabama Power Company	INV0020953	11/29/2023	SB23192-17002	4,501.20
Alabama Power Company	INV0020953	11/29/2023	SB23192-17002	2,339.12
Northport Auto Supply Co. Inc.	100803327	11/29/2023	PW#6115 BoomTail light	29.47
Grainger Inc.	9903366442	11/29/2023	Laminator, Shredder & cabinet	200.95
Lowe's Home Centers Inc.	01580	11/29/2023	BLANKET - community events	2.52
Northport Auto Supply Co. Inc.	100803433	11/29/2023	BATTERY	142.30
TSC Service & Supply Inc.	5038	11/29/2023	PW Stock Truck Wash	756.00
Lowe's Home Centers Inc.	98849	11/29/2023	BLANKET - community events	51.18
Grainger Inc.	9904781532	11/29/2023	Laminator, Shredder & cabinet	100.19
Ander's Hardware Co. Inc.	N1221008	11/29/2023	Timer, connector & wire for C...	93.10
Warrior Tractor & Equipment ...	O62715	11/29/2023	PW#6377 Garbage Truck Tee F..	34.82
Northport Auto Supply Co. Inc.	100804085	11/29/2023	CREDIT	-142.30
Ellis Architects Inc	23022_4	11/29/2023	Architectural Services	29,475.00
Office Depot	342742326001	11/29/2023	Labels 1x7	58.98
Lowe's Home Centers Inc.	70996	11/29/2023	BLANKET - community events	104.36
Northport Auto Supply Co. Inc.	100800309	11/29/2023	PW #1390 Ford 350 Recycling...	77.60
Northwest Supply Co. Inc.	955249	11/29/2023	Drain Cleaning Machine	745.00
Ander's Hardware Co. Inc.	N1221173	11/29/2023	Hose Clamps for Wash Rack at...	13.98
Lowe's Home Centers Inc.	01330	11/29/2023	BLANKET - community events	114.03
Amazon Capital Services	1R9T-P9MD-7FKC	11/29/2023	Solar flood light for Communit...	157.98
Burnum-Hahn Exterminators I...	INV0020938	11/29/2023	Monthly Pest Control	79.00
Spire	INV0020960	11/29/2023	1781 Harper Rd 7173423333	785.25
Tuscaloosa Tire & Service Cen...	N285549	11/29/2023	PW Stock Tires & etc	721.60

Expense Approval Report

Payment Dates: 11/23/2023 - 12/6/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Amazon Capital Services	17VY-6VP1-PH7M	11/29/2023	Community Event supplies	612.65
Cintas	4174505834	11/29/2023	PAYER # 14353601	27.67
Cintas	4174508452	11/29/2023	PAYER # 14385499	973.93
Lowe's Home Centers Inc.	82215	11/29/2023	Inventory - 3' step ladder for ...	65.55
Lowe's Home Centers Inc.	83695	11/29/2023	BLANKET - community events	292.25
Walmart	INV0020952	11/29/2023	Wax & cleaner	65.92
Walmart	INV0020952	11/29/2023	Wax & cleaner	59.64
Spire	INV0020959	11/29/2023	7645 Hwy 69N 0429460782	15.62
Ander's Hardware Co. Inc.	N1221466	11/29/2023	Front lights at Shirley Place	19.98
One Source Office Products LLC	OE-QT-6100-1	11/29/2023	swiffer 360	17.49
One Source Office Products LLC	OE-QT-6100-1	11/29/2023	12 oz mops	40.54
One Source Office Products LLC	OE-QT-6100-1	11/29/2023	swiffer refills	15.06
One Source Office Products LLC	OE-QT-6100-1	11/29/2023	swiffer 8"	8.36
Southland International Trucks..	03CI346251	11/29/2023	PW#6379 Recycling IPR Valve	399.06
Amazon Capital Services	17WQ-4GCD-D1YJ	11/29/2023	LED Train Headlight for Comm...	56.89
Tractor Supply	194234	11/29/2023	Construction Blanket for Prop...	69.53
Southern Pipe & Supply	8788736-00	11/29/2023	Construction -Cold Patch	881.37
Coker Water Authority	INV0020954	11/29/2023	101617	159.08
Ander's Hardware Co. Inc.	N1221626	11/29/2023	Brace & Screws for Greenhou...	24.95
Lowe's Home Centers Inc.	01476	11/29/2023	Beautification- Brown Mulch- ...	1,137.00
McFarland Ace Hardware	4039/2	11/29/2023	BLANKET-PW Propane for forkl..	16.58
Amazon Capital Services	1N7L-7L7Y-3CX6	11/29/2023	Community Event supplies	157.70
Ilex Farms Nursery Inc.	8626	11/29/2023	Boxwoods & Azaleas	142.00
Cintas	4175269174	11/29/2023	PAYER # 14353601	27.67
Department 37 - Public Works Total:				47,858.60

Department: 39 - Utilities

Pearce Trucking Inc.	23982	11/29/2023	825B Crusher Run	2,601.00
Rumsey Environmental	7057443W081	11/29/2023	Dumpster Rental for WWTP Di...	899.70
Northport Auto Supply Co. Inc.	100801252	11/29/2023	Water Backhoe #9570 Battery	120.10
Northport Auto Supply Co. Inc.	100800845	11/29/2023	WW Crane Truck #3950 Radia...	231.73
Northport Auto Supply Co. Inc.	100802116	11/29/2023	WW Jet Truck #9156 Wire Co...	7.54
Xerox Corporation	5000350	11/29/2023	CONTRACT CHARGE 10/29-11...	133.91
Xerox Corporation	5000350	11/29/2023	CONTRACT CHARGE 10/29-11...	221.70
Xerox Corporation	5000350	11/29/2023	CONTRACT CHARGE 10/29-11...	133.91
Alabama Power Company	INV0020953	11/29/2023	SB23192-17002	77,665.46
Southern Ionics Incorporated	676438	11/29/2023	Council Approved - Aluminum...	4,521.37
A T & T	7036393805	11/29/2023	831-001-2475 849	1,906.34
Ricks Service Co LLC	Hwy 171-Rental	11/29/2023	Generator Rental for Sands Sp...	2,750.00
Hach	13811852	11/29/2023	Blanket - Lab Chemicals for W...	1,175.17
JH Wright and Associates Inc.	456472	11/29/2023	AGENDA (10/2/23) -Mixer for ...	22,900.00
Southland International Trucks..	03CI346106	11/29/2023	PO 24-0565 CREDIT REC'D	811.61
Northwest Supply Co. Inc.	955080	11/29/2023	Supplies for Filter 4-6 Repairs ...	48.71
Spire	INV0020947	11/29/2023	NORTHWOOD GARDEN DR 87...	21.04
Ferguson Enterprises LLC	1510497	11/29/2023	Repair Clamps	435.00
Monica Williams	INV0020944	11/29/2023	CLAIM #23-71	373.48
Ander's Hardware Co. Inc.	N1221170	11/29/2023	Waste Water closet lock repair	8.97
Pace Analytical LLC	2335581356	11/29/2023	AGENDA (10/2/23) - Testing fo...	400.50
Southern Pipe & Supply	8796272-00	11/29/2023	Council Approved - 3/4" Curbs...	1,230.90
Burnum-Hahn Exterminators I...	INV0020938	11/29/2023	Monthly Pest Control	54.00
Spire	INV0020962	11/29/2023	1000 Harpercreek Dr 3698223...	15.62
Comcast Cable	INV0020955	11/29/2023	3521 3rd St S 8396 90 014 02...	453.74
Lowe's Home Centers Inc.	01996	11/29/2023	Blanket - Misc. Supplies for Col..	62.60
Winfield Tool & Equipment Re...	299468-0001	11/29/2023	Blanket - Equipment Rental	196.36
Cintas	4174507764	11/29/2023	PAYER # 14385564	85.01
Cintas	4174508023	11/29/2023	PAYER # 14385434	632.76
Southern Pipe & Supply	8769311-00	11/29/2023	2" Brass 90 Degree	291.00
Southern Pipe & Supply	8769311-00	11/29/2023	14 1/2" x 20" Meter Box Lids	749.70
Southern Pipe & Supply	8769311-00	11/29/2023	Hand Pump	140.00
Northport Auto Supply Co. Inc.	100803796	11/29/2023	2" Water Pump - Carburetor ...	55.73
Lowe's Home Centers Inc.	85495	11/29/2023	Blanket - Misc. Supplies for Col..	47.48

Expense Approval Report

Payment Dates: 11/23/2023 - 12/6/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Southern Pipe & Supply	8796970-00	11/29/2023	Repair Clamps	527.94
Southern Pipe & Supply	8796970-00	11/29/2023	Meter Washers	45.00
Southland International Trucks..03CI346292		11/29/2023	WW Jet Truck #9156 Fan Clut...	1,561.64
Ferguson Enterprises LLC	1504891-3	11/29/2023	Curb Stops	404.95
Ferguson Enterprises LLC	1510574	11/29/2023	3/4" Couplings	468.40
Ferguson Enterprises LLC	1510574	11/29/2023	Blue Marking Paint	192.00
Ferguson Enterprises LLC	1511119	11/29/2023	3/4" x 5/8" Straight Shut Off	1,100.00
Ferguson Enterprises LLC	1511120	11/29/2023	1" CTS x 1" MIP Meter Coupli...	318.50
USA BlueBook	INV00205075	11/29/2023	50' Suspended Avacado Float	359.54
Terry West	INV0020951	11/29/2023	Reimbursement for WW Grad...	70.00
Southland International Trucks..03CI346376		11/29/2023	CREDIT PO 24-0565	-811.61
Patrick's Wastewater Services ...215		11/29/2023	Council Approved - Contract s...	500.00
Department 39 - Utilities Total:				126,118.50
Department: 40 - Williamson Cemetery				
Alabama Power Company	INV0020953	11/29/2023	SB23192-17002	32.37
Department 40 - Williamson Cemetery Total:				32.37
Department: 43 - Incentives				
North Square Properties LLC	INV0020945	11/29/2023	ECONOMIC INCENTIVE PAYM...	4,254.57
Department 43 - Incentives Total:				4,254.57
Department: 45 - 2019 Additional Sales Tax				
TTL Inc.	2131065	11/29/2023	Master Services Agreement W...	59,549.65
TTL Inc.	2131066	11/29/2023	Master Services Agreement - ...	9,321.00
Department 45 - 2019 Additional Sales Tax Total:				68,870.65
Grand Total:				644,545.88

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	467,593.06
08 - TCRIC FUND	28,491.37
19 - GASOLINE EXCISE TAX FUND	21,748.61
50 - WATER & SEWER FUND	126,712.84
Grand Total:	644,545.88

Account Summary

Account Number	Account Name	Payment Amount
01-10152	Accounts Receivable-AL...	6,444.09
01-13-104-50245	Development Funds - Dis...	2,200.00
01-13-105-50245	Development Funds - Dis...	750.00
01-15-000-50105	Office Supplies	12.65
01-15-000-50250	Community Events	1,169.81
01-15-000-50357	Janitorial Contracts - City...	39.62
01-15-000-50383	Repair - Facilities	56.61
01-15-000-50501	Utilities - Power	7,197.30
01-15-000-50590	Utilities - Other	1,219.99
01-15-600-80001	Infrastructure	5,482.47
01-16-000-50216	Codification of Ordinanc...	1,454.25
01-16-000-50247	Outsourced Legal Servic...	800.00
01-16-000-50421	Lodging	908.80
01-17-000-50127	Software - License & Ma...	10,783.26
01-22-000-50105	Office Supplies	25.58
01-22-000-50106	Office Equipment	1,422.48
01-22-000-50111	Software - License & Ma...	4,475.90
01-22-000-50348	Utilities - Internet	5,767.29
01-22-000-50376	Service Contracts	2,240.00
01-28-116-50112	Advertising - Planning C...	21.35
01-32-000-50112	Advertising	159.60
01-32-000-50283	Uniforms	29.98
01-32-000-50503	Utilities - Power - Traffic ...	823.96
01-32-000-50504	Power - Street Lights	28,718.07
01-32-600-80001	Infrastructure	9,812.50
01-32-600-81003	MPO - Watermelon Road	868.47
01-32-600-81005	MPO - Main Avenue	168,170.42
01-33-000-50104	Printing & Duplication	309.40
01-33-000-50108	Equipment - Computers...	875.02
01-33-000-50288	Uniform Accessories	25.32
01-33-000-50295	Evidence Collection Supp...	27.00
01-33-000-50359	Fuel & Oil	256.89
01-33-000-50361	Maintenance - Public Saf...	293.13
01-33-000-50367	Maintenance & Repair - ...	2,566.63
01-33-000-50402	Training - Departmental	220.00
01-33-000-50420	Travel	60.00
01-33-000-50421	Lodging	362.97
01-33-000-50422	Meals	188.03
01-33-000-50502	Utilities - Power	7,719.05
01-33-000-50522	Utilities - Natural Gas	40.93
01-33-000-50563	Utilities - Power - Comm...	1,518.66
01-33-000-50590	Utilities - Other	409.74
01-33-600-80000	Equipment	62,592.00
01-35-210-50231	Fire Prevention & Educat...	2,554.32
01-35-210-50402	Training - Departmental	280.00
01-35-210-50410	Maintenance & Repair - ...	921.90
01-35-210-50500	Utilities - Power	4,088.20
01-35-210-50520	Utilities - Natural Gas	118.74
01-35-211-50257	Hand Tools & Equipment...	28.48

Account Summary

Account Number	Account Name	Payment Amount
01-35-212-50380	Repairs - Station 2	9.03
01-35-224-50227	Equipment - Rescue 4	56.98
01-37-310-50105	Office Supplies	58.98
01-37-310-50106	Office Equipment	301.14
01-37-310-50261	Contract Shirts & Pants	1,029.27
01-37-310-50277	Janitorial Supplies	132.79
01-37-310-50303	Cleaning/Janitorial Suppl...	147.00
01-37-310-50377	Supplies & Equipment - ...	59.64
01-37-310-50451	Solid Waste Authority C...	159.08
01-37-310-50500	Utilities - Power	4,501.20
01-37-310-50503	Power - Traffic Signals	2,339.12
01-37-310-50520	Utilities - Natural Gas	800.87
01-37-310-50560	Pest Control	79.00
01-37-311-50234	Supplies - Beautification	1,279.00
01-37-311-50387	Supplies - Community Ev...	1,738.09
01-37-312-50234	Supplies - Construction	967.48
01-37-314-50221	Hand Tools - Maintenanc...	152.47
01-37-314-50227	Equipment - Maintenanc...	745.00
01-37-316-50234	Supplies - Shop	1,126.25
01-37-318-50360	Maintenance - Public W...	24.95
01-37-318-50380	Repairs - Public Works B...	13.98
01-37-320-50380	Repairs - Garbage Trucks	34.82
01-37-321-50360	Maintenance - Heavy Eq...	13.64
01-37-321-50380	Repairs - Heavy Equipm...	123.25
01-37-323-50380	Repairs - Trash Trucks	-66.24
01-37-324-50360	Maintenance - Vehicles	1,069.63
01-37-324-50380	Repairs - Light Duty Vehi...	334.95
01-37-325-50360	Maintenance - Trailers &...	721.60
01-37-330-50360	Maintenance - Shirley Pl...	19.98
01-37-331-50380	Repairs - Recycling Trucks	476.66
01-37-600-80006	Public Works Building R...	29,475.00
01-40-000-50500	Utilities - Power - Willia...	32.37
01-43-000-60902	North Square Property	4,254.57
01-45-000-54002	Sports Complex	59,549.65
01-45-000-54005	Adventure Park	9,321.00
08-32-600-81005	MLK Improvements Proj...	28,491.37
19-32-000-60062	Resurfacing Projects - City	21,748.61
50-39-510-50100	Dues	70.00
50-39-510-50106	Office Equipment	133.91
50-39-510-50261	Contract Shirts and Pants	717.77
50-39-510-50305	Contract Services	500.00
50-39-510-50339	Claims & Damages	373.48
50-39-510-50394	Repairs - Heavy Equipm...	1,681.74
50-39-510-50396	Repairs - Vehicles	239.27
50-39-510-50461	Repairs - Light Duty Equi...	55.73
50-39-510-50500	Utilities - Power	77,665.46
50-39-510-50520	Utilities - Natural Gas	36.66
50-39-510-50550	Pest Control	54.00
50-39-510-50590	Utilities - Other	2,360.08
50-39-511-50106	Office Equipment	221.70
50-39-512-50106	Office Equipment	133.91
50-39-512-50300	Chemicals	4,521.37
50-39-512-50313	Laboratory Supplies	1,175.17
50-39-512-50336	Repairs	48.71
50-39-512-50454	Testing & Professional S...	400.50
50-39-513-50336	Repairs	22,900.00
50-39-513-50360	Maintenance	8.97
50-39-513-50430	Equipment Rental	899.70

Account Summary

Account Number	Account Name	Payment Amount
50-39-514-50430	Equipment Rental	196.36
50-39-514-50431	Construction & Repair S...	8,172.39
50-39-514-50473	Inventory Supplies	332.00
50-39-515-50389	Maintenance - Collectio...	359.54
50-39-515-50473	Inventory Supplies	110.08
50-39-600-81406	Jackson Water Tank Reh...	2,750.00
50-40114	Bad Debt Collections	594.34
Grand Total:		644,545.88

Project Account Summary

Project Account Key	Payment Amount
None	644,545.88
Grand Total:	644,545.88



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: December 11, 2023

SUBJECT: Purchase Requisition - Asphalt Repair at 30th Ave & 39th St, PM Paving, LLC., \$5,100.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to PM Paving, LLC., in the amount of \$5,100.00, is to repair asphalt at 30th Avenue and 39th Street where the Utilities Department repaired a water leak.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-514-50453 Amount: \$5,100.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,100.00 to PM Paving, LLC.

This Proposal Must be Signed and Returned Prior to Start Date

Submitted To:

City of Northport

Date:

November 27, 2023

Attn:

Johnathon Nixon

Address:

3521 3rd St. S., Northport, AL 35476

Phone:

(205) 342-3636

Email:

jnixon@cityofnorthport.org

Work To Be Performed

RE: Road cut at intersection of 30th Ave. and 39th Street, Northport, Alabama

Dig out 3" of existing base; replace with 3" of ALDOT
424A seal asphalt

Total Amount: \$5,100.00

Estimate Contractual Agreement

We agree to furnish all materials and labor necessary to complete the work specified. (*See Above Itemization*)

Upon receipt of invoice, payment to be made as follows: Check payable to PM Paving. Invoices not paid in full within 30 days of completion are subject to a verified statement of lien, to include finance charges and collection costs. This document serves as your notice of intent to file a lien.

All material is guaranteed as specified above. All work is to be completed in a workmanlike manner according to standard. Any alterations or deviations from the specified work involving extra costs will be executed only upon written orders and will become an additional charge over and above this proposal. All agreements are contingent upon delays beyond our control. Owner to carry fire, tornado and other necessary insurances. Our workers are covered by Workmen's Comp Insurance.

This Proposal may be withdrawn by us if not accepted within 30 days or due to rapidly inflating prices.

Authorized Signature: _____

For acceptance of this proposal and your authorization for us to begin the job above,
please sign the acceptance of proposal below.

Acceptance of proposal: the prices, specifications and conditions are satisfactory and hereby accepted. You are hereby authorized to do the work as outlined above. Payment will be made as agreed upon above.

Signature: _____

Date of Acceptance: _____



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: December 11, 2023

SUBJECT: PO Requisition, Travel Reimbursement for 2023 Winter Clerks Conference, Kim Braughton, \$120.86

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

This is a request for travel reimbursement to Kim Braughton related to attending the 2023 Winter Municipal Clerks Conference on November 29-December 1st, in Orange Beach, Alabama. The total reimbursement is in the amount of \$120.86.

Recommendation:

Approve.

Funding Source/GL Code:

GL Code No. 01-16-000-50420 Amount: \$120.86

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$120.86 to Kim Braughton.

BUC-EE'S
20403 County Road 68
Robertsdale AL
(979)-238-6390
Term: 102
Appr : 861250

PUMP No. 26
GALLONS 23.492
PRICE/G \$2.679
TOTAL FUEL \$62.94
Regular
TOTAL SALE \$62.94
11/30/2023
10:05:30 PM

11/29/2023 08:32:48
Order Number:
Circle K 2723732
5525 McFarland Blvd
Northport AL 35476
(205) 339-0070

Term: 102
Appr : 849300
UNL-REG
PUMP No. 09
Gallons 23.749
PRICE/G \$2.439
TOTAL FUEL \$57.92
TOTAL SALE \$57.92
SALE

Master Card
Card Num : (C)
XXXXXXXXXXXX6303
Chip Read

USD\$ 57.92

US Debit
AID: A00000000042203
TVR: 8000000000
IAD:
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
TSI: 6800
ARC: 00
ARQC:
104EED735DD6DEA9

11/29/2023 08:28:16

PIN Bypassed

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

Inner Circle

XXXXXX7095



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: December 11, 2023

SUBJECT: PO Requisition, Travel Reimbursement for 2023 Winter Clerks Conference, Ron Davis, \$299.28

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

This is a request for lodging reimbursement to Ron Davis related to attending the 2023 Winter Municipal Clerks Conference on November 29-December 1st, in Orange Beach, Alabama. The total reimbursement is in the amount of \$299.28.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-16-000-50421 Amount: \$299.28

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$299.28 to Ron Davis.

01-16-000-50421

Loyalty Member:

SIGN IN/REGISTER

YOUR RESERVATION HAS BEEN CONFIRMED

We have sent your reservation confirmation to the email address that you have provided.

Perdido Beach Resort

27200 Perdido Beach Blvd

Phone: 1-800-6348001

Email: info@perdidobeachresort.com

Check-in/Check-out: **WED, NOV 29, 2023 → FRI, DEC 1, 2023**

Reservation Confirmation Number: **PBRAL196449735**

Total Price for 2 Nights: **\$299.28**

[SEND EMAIL](#)



Room 1: Pass View King
2 Adults

ROOM: Pass View King ()

PACKAGE: AAMCA

WED, NOV 29, 2023

THU, NOV 30, 2023

Total Room Price

Taxes on Room

[+Show Details](#)

Total Price

\$129.00

\$129.00

\$258.00

~~\$41.28~~

\$299.28

[Payment & Cancellation Policy](#)

GUEST DETAILS

Name: Mr. Ronald Davis

Country/Territory: United States

Phone Number:

205454500045000

Email Address:

rdavis@cityofnorthport.org

Guest 2

Name: Rosa Davis

PREFERENCES

Room Request: High floor

[MODIFY
RESERVATION](#)

[CANCEL
RESERVATION](#)

Deposit Due

\$149.64

Total Due at Check-In

\$149.64



A deposit of \$149.64 is due at the time of reservation



Any cancellation or change made after November 26, 2023, 3:00:00 PM will be subject to a charge of \$149.64

[Login / Sign up](#) [My bookings](#)[SPECIALS AND PACKAGES](#)
[HOTEL DETAILS](#)
[MAP](#)
[PHOTOS](#)

Arrival Date

Departure Date

Rooms & Guests

Promo Code

12/01/2023

12/03/2023

1 room

2 quests

Promo code

[Check Availability](#)

 [View loyalty member offers!](#)

Unfortunately, there are no available rooms.
Please try your search again for other dates.

Ronald L. Davis

From: registration_services@ua.edu
Sent: Thursday, October 26, 2023 10:12 PM
To: Ronald L. Davis
Subject: Reminder Municipal Clerks Annual Conference begins 11/29/23

Follow Up Flag: Follow up
Flag Status: Flagged

THE UNIVERSITY OF
ALABAMA®

Office for
Academic Affairs
Teaching Innovation and
Digital Education

Reminder of Event

October 26, 2023

Ron Davis
3500 McFarland Blvd
Northport, AL 35476

Confirmation #: A0502E19

Your registration is confirmed in the following course: **Municipal Clerks Annual Conference**

Schedule Summary: Every day, starting on 11/29/23 and ending on 12/01/23
01:00pm - 11:30am
Perdido Beach Resort

Bulletin:

Additional Info:

Course Fee: \$265.00
Amount Paid: \$265.00
Balance*: \$0.00

All required course materials and parking decals are included in the course fee and will be provided at the first class meeting. Please feel free to wear business casual attire, and consider dressing in layers because classroom temperatures may vary.

Please contact Registration Services if you need to make any changes to your order or require additional assistance. Call 205-348-3000 or email registration_services@ua.edu.

Note: A cancellation charge of 100% of the registration fee will be assessed on cancellations occurring within seven (7) days of the start of this session. Refunds will not be granted after the program has begun. Substitutions must be

* * * *

- completed by the customer seven (7) or more calendar days in advance of the event. Transfers are not permitted. If full payment is not received by the program date, the attendee will be required to pay onsite during check-in. The University of Alabama reserves the right to cancel, postpone or combine class sections, to limit registration or to change instructors.

*Please contact Registration Services to make payment. Any credentials/certificates will be withheld until payment is received.

PART OF THE  **University of Ala**

The University of Alabama

Office for Academic Affairs Teaching Innovation and Digital Education

<https://tide.ua.edu/>

REMINDER_CCS



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: December 11, 2023

SUBJECT: Purchase Requisition - Diffusers and Connectors for Aeration Basin at WWTP, Parkson Corporation, \$6,733.00

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 Parkson Corporation, in the amount of \$6,733.00, is for 100 diffusers and 49 connectors for the Aeration Basin at the Wastewater Treatment Plant.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50336 Amount: \$6,733.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6,733.00 to Parkson Corporation.

CITY OF NORTHPORT, ALABAMA
REQUISITION FOR GOODS AND SERVICES

DEPT./DIVISION Utilities

Date: 12/4/2023

REQUISITIONER: C. Prewitt

<u>Qty</u>	<u>Items</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Suggested Account Number</u>
100	Diffusers	\$59.00	\$5,900.00	50-39-513-50336
49	Connectors	\$17.00	\$833.00	50-39-513-50336
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
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			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
TOTAL			\$6,733.00	

Request P.O. to:
Parkson

Superintendent Approval

Business License Required?

Operations Manager Approval
Cynthia Davis 12/4/23

COMMENTS (Requisitioner or Department Head):
 100 Diffusers (4 boxes) and 49 connectors (1 box). Requisition does not include shipping.

DEPARTMENT HEAD (Signature)

COMMENTS:



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: December 11, 2023

SUBJECT: PO Requisition - PD Spillman Flex Equipment and Evidence Management - \$67,765.47

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

The requisition in the amount of \$67,765.47 to Motorola Solutions is for the Spillman Flex Equipment and Evidence Management.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-33-000-60000 - Capital Amount: \$67,765.47

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$67,765.47 to Motorola Solutions.



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8230432211	Transaction Date 07-NOV-2023	Transaction Total 61,499.00 USD
P.O. Number	P.O. Date	Customer Account No 1209114070
Payment Terms Net Due in 30 Days	Payment Due Date 07-DEC-2023	

Visit our website at www.motorolasolutions.com

Bill To Address

NORTHPORT POLICE DEPARTMENT
ATTN: Accounts Payable
3721 26TH AVE
PO BOX 569
NORTHPORT AL 35473
United States

RECEIVED
DEC 04 2023

Ship To Address

NORTHPORT POLICE DEPARTMENT
3721 26TH AVE
PO BOX 569
NORTHPORT AL 35473
United States

IMPORTANT INFORMATION

Sales Order(s): USC000203617-CHG01

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: (801) 882-2693

SPECIAL INSTRUCTIONS / COMMENTS

General Comment: Regular Invoice

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	SSV00S00181A-SP	Equipment at Site: 1862809 1209114070 3721 26TH AVE PO BOX 569 NORTHPORT AL 35473 United States E9-1-1 INTERFACE MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024 Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	2,000.00	2,000.00
2	SSV00S00184A-SP	FLEX EQUIPMENT MAINTENANCE MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024 Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	1,000.00	1,000.00
3	SSV00S00193A-SP	FLEX EVIDENCE MANAGEMENT MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024 Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	2,500.00	2,500.00

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8230432211	Customer Account No 1209114070	Payment Due Date 07-DEC-2023	Transaction Total 61,499.00 USD	Amount Paid
----------------------------------	-----------------------------------	---------------------------------	---	-------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

NORTHPORT POLICE DEPARTMENT
ATTN: Accounts Payable
3721 26TH AVE
PO BOX 569
NORTHPORT AL 35473
United States

Payment Transfer Details

Bank of America, Dallas
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319806

Send Payments To:



Motorola Solutions, Inc.
13108 Collections Center
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8230432211	Transaction Date 07-NOV-2023	Transaction Total 61,499.00 USD
P.O. Number	P.O. Date	Customer Account No 1209114070
Payment Terms Net Due in 30 Days	Payment Due Date 07-DEC-2023	

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
4	SSV00S00280A-SP	FLEX INSIGHT MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	2,500.00	2,500.00
5	SSV00S00352A-SP	FLEX MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	2,000.00	2,000.00
6	SSV00S00354A-SP	FLEX MOBILE VOICELESS CAD MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	2,000.00	2,000.00
7	SSV00S00432A-SP	FLEX PERSONNEL MANAGEMENT MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	1,000.00	1,000.00
8	SSV00S00015A-SP	FLEX HUB MAINTENANCE (ENHANCED) - STANDARD:01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	7,500.00	7,500.00
9	SSV00S00438A-SP	FLEX PIN MAPPING MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	2,000.00	2,000.00
10	SSV00S00447A-SP	FLEX PREMISES AND HAZMAT INFORMATION MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	1,000.00	1,000.00
11	SSV00S00474A-SP	FLEX RAPID NOTIFICATION 2.0 MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	2,500.00	2,500.00
12	SSV00S00033A-SP	FLEX LAW RECORDS MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	4,109.00	4,109.00
13	SSV00S00036A-SP	FLEX MOBILE AVL AND MAPPING MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	2,000.00	2,000.00
14	SSV00S00038A-SP	FLEX MOBILE RECORDS MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	2,500.00	2,500.00
15	SSV00S00040A-SP	FLEX NIBRS MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	3,500.00	3,500.00
16	SSV00S00052A-SP	FLEX STATELINK MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	2,000.00	2,000.00
17	SSV00S00072A-SP	FLEX CAD MAPPING MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	2,000.00	2,000.00
18	SSV00S00335A-SP	FLEX MOBILE FIELD REPORT WITH FIELD INTERVIEW MAINTENANCE - 24X7:01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	2,000.00	2,000.00
19	SSV00S00028A-SP	FLEX TOUCH MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	2,000.00	2,000.00
20	SSV00S00307A-SP	LIVESCAN FINGERPRINTING INTERFACE MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	3,000.00	3,000.00

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
 Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8230432211	Transaction Date 07-NOV-2023	Transaction Total 61,499.00 USD
P.O. Number	P.O. Date	Customer Account No 1209114070
Payment Terms Net Due In 30 Days	Payment Due Date 07-DEC-2023	

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
21	SSV00S00187A-SP	ERS FIRE AND EMS RECORDS INTERFACE MAINTENANCE - STANDARD:01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	2,000.00	2,000.00
22	SSV00S00475A-SP	FLEX RAPID NOTIFICATION 2.0 MAINTENANCE - 24X7:01-JUN- 2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024	1	10,390.00	10,390.00
		Site AL Tax at 0%			0.00
		Site Total			61,499.00
Total Tax AL 0.00					USD Subtotal 61,499.00
					USD Total Tax 0.00
					USD Total 61,499.00
					USD Amount Due 61,499.00



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8230409718	Transaction Date 02-MAY-2023	Transaction Total 6,316.47 USD
P.O. Number	P.O. Date	Customer Account No 1209114070
Payment Terms Net Due in 30 Days	Payment Due Date 01-JUN-2023	

Visit our website at www.motorolasolutions.com

Bill To Address NORTHPORT POLICE DEPARTMENT ATTN: Accounts Payable 3721 26TH AVE PO BOX 569 NORTHPORT AL 35473 United States	Ship To Address NORTHPORT POLICE DEPARTMENT 3721 26TH AVE PO BOX 569 NORTHPORT AL 35473 United States
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RECEIVED
DEC 04 2023

IMPORTANT INFORMATION

BY: _____

For all invoice payment inquiries contact
splnvc@motorolasolutions.com
Telephone: (801) 882-2693

Sales Order(s): USS000002814-R31-JAN-23 11:16:27

SPECIAL INSTRUCTIONS / COMMENTS

General Comment: Regular Invoice

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	SSV00S01448A	Equipment at Site: 1862809 1209114070 3721 26TH AVE PO BOX 569 NORTHPORT AL 35473 United States USERS CONFERENCE PRE-PAID REGISTRATION ONLY PACKAGE: 01-JUN-2023:31-MAY-2024: Service From: 01-JUN-2023 Service To: 31-MAY-2024 Site AL Tax at 0% Site Total	1	6,316.47	6,316.47 0.00 6,316.47

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8230409718	Customer Account No 1209114070	Payment Due Date 01-JUN-2023	Transaction Total 6,316.47 USD	Amount Paid
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Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

NORTHPORT POLICE DEPARTMENT
ATTN: Accounts Payable
3721 26TH AVE
PO BOX 569
NORTHPORT AL 35473
United States

Payment Transfer Details

CHICAGO
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319819

Send Payments To:



Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
 Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8230409718	Transaction Date 02-MAY-2023	Transaction Total 6,316.47 USD
P.O. Number	P.O. Date	Customer Account No 1209114070
Payment Terms Net Due in 30 Days	Payment Due Date 01-JUN-2023	

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Total Tax	AL	0.00	USD Subtotal	6,316.47
			USD Total Tax	0.00
			USD Total	6,316.47
			USD Amount Due	6,316.47



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: December 11, 2023

SUBJECT: PO Requisition - First Net Responder Phones - \$7,035.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

The requisition to First Net in the amount of \$7,035.00 is for first responder phones and antenna.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-33-000-60000 - Capital Amount: \$7,035.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$7,035.00 to First Net.

November 17, 2023

(quote valid for 30 days)

City of Northport
FAN: 57886506 BAN: 287288439796

EQUIPMENT OPTIONS

ITEM DESCRIPTION	COST	QUANTITY	TOTAL
radlepoint IBR900 (FirstNet Ready with Band 14)	\$786.00	7	\$5,502.00
ierra Wireless Airlink 6-in-1 SharkFin Antenna, black	\$219.00	7	\$1,533.00
			\$7,035.00

SERVICE PRICE

ITEM DESCRIPTION	MONTHLY RATE	QUANTITY	COST
irstNet Extended Primary Mobile Responder UL Smartphone Plan (w/o tethering) - Includes: Unlimited Data, Unlimited Cell Minutes, Unlimited Text, with Priority	\$39.99	0	\$0.00
irstNet Extended Primary Mobile Responder UL Smartphone Plan (with tethering) - Includes: Unlimited Data, Unlimited Tethering, Unlimited Cell Minutes, Unlimited Text, with Priority	\$44.99	0	\$0.00
irstNet Extended Primary Data Only - Unlimited for Data Only Devices, with Priority	\$37.99	7	\$265.93
ublic Static IP	\$3.00	0	\$0.00
irstNet Extended Primary Feature Phone w/ Unlimited Voice, Text, Priority, Preemption	\$22.99	0	\$0.00
Unlimited Push to Talk Add-On	\$2.00	0	\$0.00
Unlimited Push to Talk Only - Primary & Extended Primary	\$17.99	0	\$0.00
ESTIMATED MONTHLY TOTAL:			\$265.93
ESTIMATED YEAR 1 TOTAL:			\$10,226.16

quotes do not include 911/FCC/State mandated communication tax/fees (usually ~\$4 per line)

Denise Guy
 Client Solutions Executive 3 Mobility
 AT&T Public Secor & FirstNet
 05.657.0001
denise.guy@att.com



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

AGENDA ITEM NO. 11.d.1.

MEETING DATE: December 11, 2023

SUBJECT: JPAN FARMS INC. - ABC LICENSE

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kayla Smith

Approved By: Gerald Burton

Summary:

An application was made to the City of Northport for an ABC license.

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 _____.**

NORTHPORT FIRST SUMMARY

NORTHPORT FIRST 2020-

Total Collected:	\$5,465,327.00
Total Spent to date:	\$4,900,075.55
Remaining Funds:	\$565,251.45

Projects funded with 2020 proceeds included: 13th Avenue Park, Sports Complex Feasibility study, Levee Trail structure, All-Inclusive playground (PARA), Hasson Center playground equipment, Recreational Masterplan, demolition/blight removal, Façade Improvement, Downtown Streetscape, Educational grants, branding, paving and reserves.

The remaining funds are predominantly for 13th Avenue Park (\$516,300).

NORTHPORT FIRST 2021-

Total Collected:	\$6,655,539.95
Total Spent to date:	\$6,655,539.95
Remaining Funds:	\$0

Projects funded with 2021 proceeds included: Downtown Streetscape, Educational grants, property purchase for recreation (Rose Blvd property), Habitat for Humanity roof program, Flooding event repairs, paving, sinkhole repair and reserves.

NORTHPORT FIRST 2022-

Total Collected:	\$7,314,116.12
Total Spent to date:	\$5,740,903.31
Remaining Funds:	\$1,573,212.81

Projects funded with 2022 proceeds include: property purchase for recreation (Hwy 82), Sports Complex engineering, Recreational Masterplan, Northport School System, Educational grants, Downtown WiFi, grant match funding, Water Park engineering, Levee repair, 5th & Bridge Ave drainage repair, sinkhole repair and reserves.

NORTHPORT FIRST 2023-

Total Collected:	\$7,664,891.91
Total Spent to date:	\$3,416,849.18
Remaining Funds:	\$4,248,042.73

Projects funded with 2023 proceeds include: Recreational facilities, Streetscape Phase II, school grants, Façade Improvement, various grant match, property appraisals/acquisitions, 5th St Improvements and reserves.

Total Collected to date:	\$27,099,874.98
Total Spent to date:	\$20,713,367.99
Remaining Funds:	\$6,386,506.99



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

AGENDA ITEM NO. 13.b.

MEETING DATE: December 11, 2023

SUBJECT: Legal Department - Kentuck

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By:

Approved By: Ron Davis

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 _____.**