

NORTHPORT CITY COUNCIL MEETING
TUESDAY, JANUARY 23, 2024
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

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

1. First Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1232 12th Street. - Julie Ramm
2. First Reading, Ordinance Adopting the 2024 Water & Sewer Capital Budget - Darren McGee

b. Resolutions of a Temporary Nature

1. Resolution Authorizing the City Administrator to enter into an agreement with Criterion for Online Employment Application System Services - Joseph Rose
2. Resolution declaring items as surplus and authorizing the donation to Kennedy Volunteer Fire Department - Chief Bart Marshall
3. Resolution Authorizing the City Administrator to Execute and Approve Payments on a Contract with Local Government Services, LLC for Cable Franchise Services - Ron Davis
4. Resolution Allocating 2024 Northport First Funds - Darren McGee
5. Resolution declaring one 2000 Pierce Quantum as surplus and authorizing the sale of said vehicle to the City of Reform/ Reform Fire Department - Chief Bart Marshall
6. Resolution Authorizing the Railroad Permit with Kansas City Southern Railway Company for the Highway 82 Pump Station and Force Main Project - Tera Tubbs
7. Resolution Authorizing the Mayor to Enter an Agreement with LeCroy Richardson for FY2023 Audit - Darren McGee

c. Consent Agenda

1. Minutes, January 11, 2024, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Employee Reimbursement for purchase of Platinum Planner for AEMT school for Kelsey Taylor \$60.00 - Chief Bart Marshall
4. PO Requisition - Laptops for new PD Vehicles - \$23,390.00 - Gerald Burton

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

a. Engineering

b. Legal Department

c. Planning Inspections Department

d. Police Department

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. ADJOURNMENT



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

AGENDA ITEM NO. 9.a.1.

MEETING DATE: January 23, 2024

SUBJECT: First Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1232 12th Street.

Unfinished Business:

Public Hearing:

New Business: X

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 1232 12th Street is unsafe and dangerous to the public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

Recommendation:

That this structure be demolished

Funding Source/GL Code:

GL Code No. 001-445-000-54101 Amount: \$

Motion for Consideration:

None needed for a first reading.

ORDINANCE NO.

ORDINANCE ORDERING DEMOLITION OF UNSAFE STRUCTURES

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

1232 12th Street Northport, AL 35476

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

WHEREAS, on the 5th day of February, 2023, a public hearing was held by the Northport City Council, at which time the Chief of Building Inspections for the City of Northport appeared and set forth reasons for his findings.

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

1. That the Northport City Council finds that the following building, structure, or part thereof, or party wall or foundation, in the City of Northport, to-wit: **1232 12th Street** is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance.
2. That the aforementioned building, structure, or part thereof, or party wall or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Sections 11-53B-1, et seq., Code of Alabama (1975), as amended.
3. The provisions of this Ordinance are separable. If any part or parts of this Ordinance are declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining part or parts thereof shall continue in full force and effect.
4. This Ordinance expressly does not repeal any other provisions of the Code of Ordinances of the City of Northport, Alabama.
5. This Ordinance shall become effective immediately upon its passage or otherwise becoming law.

ORDAINED AND DONE this 5th day of February, 2024.

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this the 5th day of February, 2024

Dr. John Hinton, Mayor

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

Glenda Webb.
City Administrator-Clerk

1st Reading: January 23, 2024
Motion:
2nd Reading: February 5, 2024
Motion By:
Second By:
Publication:



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Jeff Hogg

City Administrator • Glenda D. Webb

November 17, 2023

McKinly & Jacqueline D. Taggart

4135 Hampshire Place

Colorado Springs, CO 80906

**RE: NOTICE OF UNSAFE STRUCTURE AT – 1232 12th Street Northport, AL 35476
TAX PARCEL I.D. # 63-31-05-15-2-010-028.000**

To Whom It May Concern:

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

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

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

McKinly & Jacqueline D. Taggart

November 17, 2023

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Please contact me at 339-7000 if you have any questions.

Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: (Photograph and Inspection Report)

cc: City Administrator

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **1232 12th Street**
OWNER: **McKinly Taggart & Jacqueline D. Taggart**

PROPERTY MAINTANANCE CODE

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



NOTICE OF MEETING OF NORTHPORT CITY COUNCIL
TO DECLARE CERTAIN STRUCTURES UNSAFE, ETC.

PURSUANT to Article II (Demolition of Unsafe Buildings) of the Northport City Code, the Building Inspector for the City of Northport has found that the structure(s), building(s), party wall(s) and/or foundation(s), or parts thereof, located at **1232 12th Street** in the City of Northport, which real property was last assessed for state taxes by **McKinly and Jacqueline D. Taggart**, is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare to the extent that it is a public nuisance.

All persons, firms, associations and corporations owning an interest in said real property are hereby called upon to do the following with respect to said structure(s), building(s), party wall(s) and/or foundation(s): (1) remedy the unsafe or dangerous condition of such building(s) or structure(s); (2) demolish the same within a reasonable time but no later than 45 days from the date of this notice; or (3) suffer such building(s) or structure(s) to be demolished by the City with the cost thereof plus the cost of all legal notices to be assessed against the property.

On the **5th** day of **February 2024**, the Northport City Council will hold a public meeting at City Hall, 3500 McFarland Blvd., Northport, Alabama 35476, to determine whether or not such building(s) or structure(s) is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare to the extent it is a public nuisance. All parties who wish to object to the Building Inspector's findings may do so by filing a written objection with the City Administrator, P.O. Box 569, Northport, Alabama 35476 and/or by attending said hearing in person. All parties who wish to object to the Building Inspector's findings at said hearing in person must request the same in writing at least five (5) calendar days prior to said hearing.

Tyler Mitchell, Chief Building Inspector











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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: January 23, 2024

SUBJECT: First Reading, Ordinance Adopting the 2024 Water & Sewer Capital Budget

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Kelly Homan

Approved By: Darren McGee

Summary:

This ordinance is for the FY2024 Water & Sewer Capital Budget. This budget will be for a twelve (12) month period from October 1, 2023 until September 30, 2024. This was approved by the Finance Committee on January 11, 2024.

Recommendation:

It is recommended that this ordinance be adopted.

Funding Source/GL Code:

Motion for Consideration:

No motion needed for First Reading.

ORDINANCE NO. 24-

ORDINANCE ADOPTING THE FY 2024 WATER & SEWER 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 Water & Sewer Capital Budget for the City of Northport for the 2024 Fiscal year beginning October 1, 2023 and ending September 30, 2024.

RESOLVED AND DONE this 23rd day of January 2024.

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

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator-Clerk

Reading: January 23, 2024
Motion By:
Second By:

2024 Utilities Capital Budget

WTP Building Envelope Remediation and Repair - Phase II	\$	100,000.00
Second Cost of Service Study (COSS) for Utilities FY 2023	\$	50,000.00
Contingencies	\$	100,000.00
Total Budget		<u>\$ 250,000.00</u>



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: January 23, 2024

**SUBJECT: Resolution Authorizing the City Administrator to enter into an agreement with
Criterion for Online Employment Application System Services**

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: HR-JR

Approved By: Joseph Rose

Summary:

Resolution authorizing the City Administrator to enter into an agreement with Criterion for online employment application system services.

Recommendation:

Move to adopt the resolution authorizing the City Administrator to enter into an agreement with Criterion for online employment application system services

Funding Source/GL Code:

GL Code No. 01-26-000-50113 Amount: \$10,825.00

Motion for Consideration:

I move to approve the resolution authorizing the City Administrator to enter into an agreement with Criterion for online employment application system services.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AND
AGREEMENT WITH CRITERION FOR ONLINE APPLICATION SYSTEM
SERVICES**

WHEREAS, the City of Northport adopted resolution number 22-87 with Civic Plus for the Comprehensive Community Engagement Project; and

WHEREAS, the City of Northport was made aware the online employment application system component (CivicHR) of the project would sunset September 30th, 2024; and

WHEREAS, the City of Northport was informed by Civic Plus that Criterion would be providing the same services for the same price except for an implementation training fee; and

WHEREAS, the Human Resources Department recommends maintaining the same service to applicants; and

WHEREAS, the City Council for the City of Northport, Alabama, is of the opinion to enter into the agreement with Criterion for online employment application system services.

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

1. That the City Administrator be, and (s)he is, hereby authorized to execute on behalf of the City of Northport, Alabama, an agreement with Criterion, attached hereto as Exhibit "A" and incorporated herein by references as if fully set out herein verbatim.

RESOLVED AND DONE THIS 23rd DAY OF JANUARY 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: January 23, 2024

Motion: _____

Second: _____

EXHIBIT “A”

Subscription Services Agreement

This agreement is between Criterion Inc., a Delaware corporation (**Criterion**), and the customer agreeing to these terms (**Customer**). It is dated as of the date Criterion signs below.

1. **SOFTWARE SERVICE.** This agreement provides Customer access to and usage of an Internet based human resources software service, including, without limitation, its features, functions, user interface, and underlying software, as specified on an order (**Service**). Orders may be entered into directly with Criterion or with a Criterion approved reseller.
2. **USE OF SERVICE.**
 - a. **Customer Owned Data.** All data uploaded by Customer to the Service remains the property of Customer, as between Criterion and Customer (**Customer Data**). Customer represents and warrants to Criterion that Customer has provided all required notices and has obtained all required licenses, permissions, and consents regarding Customer Data for use within the Services under this agreement. Customer grants Criterion the right to use the Customer Data solely for purposes of performing under this agreement. During the term of this agreement, Customer may export its Customer Data as allowed by functionality within the Service.
 - b. **Contractor Access and Usage.** Customer may allow its contractors to use the Service in compliance with the terms of this agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by its contractors.
 - c. **Customer Responsibilities.** Customer (i) must keep its passwords secure and confidential and use industry-standard password management practices; (ii) is responsible for its access control policies and administration of access rights to its account within the Service, the acts and omissions of its users, and the legality and accuracy of Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Criterion promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's user documentation and applicable law.
 - d. **Criterion Support.** Criterion must provide customer support for the Service under the terms of Criterion' Customer Support Policy (**Support**) attached hereto as Exhibit A and incorporated herein.
 - e. **Professional and Additional Services.** Criterion may provide professional services (**Professional Services**) and tax filing and payment processing services (**Additional Services**) as specified under an order. In the event that Additional Services are specified under an order, the terms of Exhibit B Additional Services, which are attached hereto, will be incorporated into this agreement and the applicable order.
3. **SERVICE LEVEL AGREEMENT & WARRANTY.**
 - a. **Warranty.** Criterion warrants to Customer: (i) that commercially reasonable efforts will be made to maintain the online availability of the Service for a minimum of availability in any given month as provided in the Service Level Agreement, attached hereto as Exhibit C and incorporated herein (*excluding* maintenance outages, force majeure, outages that result from any Customer technology issues, and outages beyond Criterion's reasonable control); (ii) the functionality or features of the Service may change but will not materially decrease during any paid term; and (iii) that the Support may change but will not materially degrade during any paid term.
 - b. **DISCLAIMER. CRITERION DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WHILE CRITERION TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, CRITERION DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED. CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**
4. **PAYMENT.** Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use, withholding, VAT and other similar taxes. This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement.
5. **MUTUAL CONFIDENTIALITY.**
 - a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). Criterion's Confidential Information includes without limitation the Service pricing information. Customer's Confidential Information includes, without limitation, the Customer Data.
 - b. **Protection of Confidential Information.** Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of Discloser for any purpose outside the scope of this agreement, and, (ii) limit access to Confidential Information of Discloser to those of its employees and contractors who need that access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient containing protections not materially less restrictive than those in this agreement.

- c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) is independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

6. CRITERION PROPERTY.

- a. **Reservation of Rights.** Criterion and its licensors are the sole owners of the Service and any deliverables provided through Professional and Additional Services (**Deliverables**), and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Criterion. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. Criterion reserves all rights that are not expressly granted in this agreement.
- b. **Restrictions.** Customer *may not* (i) sell, resell, rent or lease the Service or use it in a service provider capacity; (ii) use the Service to store or transmit unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit infringing material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service except as allowed by applicable law despite this limitation; or (vi) access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.
- c. **Anonymized Data.** During and after the term of this agreement, Criterion may use and owns all aggregated and anonymized data within the Service for purposes of enhancing the Service, aggregated statistical analysis, technical support and other business purposes.

7. TERM AND TERMINATION.

- a. **Term.** This agreement continues until the 30th day after all orders have expired, unless earlier terminated as provided below.
- b. **Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
- c. **Return of Customer Data.**
- *Within 60-days after termination*, upon request Criterion will make the Service available for Customer to export Customer Data as provided in Section 2(a).
 - *After such 60-day period*, Criterion has no obligation to maintain the Customer Data and may destroy it.
- d. **Return Criterion Property Upon Termination.** Upon termination of this agreement for any reason, Customer must pay Criterion for any unpaid amounts, and destroy or return all property of Criterion. Upon Criterion's request, Customer will confirm in writing its compliance with this destruction or return requirement.
- e. **Suspension for Violations of Law.** Criterion may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law. Criterion will attempt to contact Customer in advance.

8. LIABILITY LIMIT.

- a. **EXCLUSION OF INDIRECT DAMAGES.** To the maximum extent allowed by law, Criterion is not liable for any indirect, special, incidental or consequential damages arising out of or related to this agreement (including, without limitation, costs of delay; loss of data, records or information; and lost profits, revenue or anticipated cost savings), even if it knows of the possibility or foreseeability of such damage or loss.
- b. **TOTAL LIMIT ON LIABILITY.** To the maximum extent allowed by law, except for Criterion's indemnity obligations, Criterion's total liability arising out of or related to this agreement (whether in contract, tort or otherwise) does not exceed the amount paid by Customer within the 12-month period prior to the event that gave rise to the liability.

9. INDEMNITY.

- a. **Defense of Third Party Claims.** Criterion will defend or settle any third-party claim against Customer to the extent that such claim alleges that Criterion technology used to provide the Service infringes a copyright, patent, trademark or other intellectual property right, if Customer, promptly notifies Criterion of the claim in writing, cooperates with Criterion in the defense, and allows Criterion to solely control the defense or settlement of the claim. **Costs.** Criterion will pay infringement claim defense costs it incurs in defending Customer under this indemnity, Criterion negotiated settlement amounts, and court awarded damages. **Process.** If such a claim appears likely, then Criterion may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If Criterion determines that none of these are reasonably available, then Criterion may terminate the Service and refund any prepaid and unused fees. **Exclusions.** Criterion has no obligation for any claim arising from: Criterion's compliance with Customer's specifications; a combination of the Service with other technology or aspects where the infringement would not occur but for the combination; Use of Customer Data; or technology or aspects not provided by Criterion. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND CRITERION'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

- b. **By Customer.** If a third-party claims against Criterion that any part of the Customer Data infringes or violates that party's patent, copyright or other right, Customer will defend Criterion against that claim at Customer's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Customer, provided that Criterion: promptly notifies Customer in writing of the claim; and allows Customer to control, and cooperates with Customer in, the defense and any related settlement.
10. **GOVERNING LAW AND FORUM.** This agreement is governed by the laws of the State of Connecticut (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Fairfield County, Connecticut, and Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.
11. **OTHER TERMS.**
- a. **Non Solicitation.** During the term of this agreement and for a period of one year after the termination of this agreement, Customer may not, directly or indirectly, employ or solicit the employment or services of a Criterion employee, or individual independent contractor, with which Customer has worked under this agreement. This restriction does not apply to general solicitations for employment, not directed at the employees of Criterion.
- b. **Entire Agreement and Changes.** This agreement and the order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification of this agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.
- c. **No Assignment.** Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.
- d. **Independent Contractors.** The parties are independent contractors with respect to each other, and neither party is an agent, employee, or partner of the other party.
- e. **Enforceability and Force Majeure.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for its non-performance due to events beyond its reasonable control, including, without limitation, natural weather events, disasters, labor disruptions and disruptions in the supply of utilities.
- f. **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this agreement.
- g. **No Additional Terms.** Criterion rejects additional or conflicting terms of any Customer form-purchasing document.
- h. **Order of Precedence.** If there is an inconsistency between this agreement and an order, the order prevails.
- i. **Survival of Terms.** All provisions of this agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights, and such other provisions that by fair implication require performance beyond the term of this agreement, must survive expiration or termination of this agreement until fully performed or otherwise are inapplicable. The UN Convention on Contracts for the International Sale of Goods does not apply.
- j. **Feedback.** If Customer provides feedback or suggestions about the Service, then Criterion (and those it allows to use its technology) may use such information without obligation to Customer.

City of Northport (Customer)	Criterion Inc. (Criterion)
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address:	Address: 301 Merritt 7, Norwalk, CT 06851

Exhibit A

Customer Support Policy

Criterion will respond to service-related incidents and requests involving the Service that is communicated through Criterion specified methods, within the timeframes indicated below. The customer shall submit requests with the priority level specified; however, Criterion reserves the right to reasonably increase or decrease the priority level at its reasonable discretion.

Criterion will use commercially reasonable efforts to resolve all requests promptly in the time periods specified below but does not guarantee a time to resolution due to the inherent variability in effort and corresponding time required to resolve issues. Criterion will communicate resolution efforts with the Customer in a timely manner. Support is provided by Criterion only during its business hours, which are 8:30 AM to 5 PM Eastern Time, Monday through Friday, excluding holidays.

1. **Support Phone.** +1 (203) 703-9000
2. **Support Email.** help@criterionhcm.com
3. **Scheduled Outages.** Usually scheduled from Sunday 3:00 AM to 5:00 AM Eastern Time and customers are usually notified via email.
4. **Software Updates**
 - a. **Software service maintenance, which includes maintenance releases, enhancements, new versions, additions, and modifications to the service,** that it provides to all other customers under support for no additional fee.
 - b. **Bug fixes** to bring the service into substantial conformance with its then current user guide.
5. **Resolution Process**
 - a. Trouble Ticket opened
 - b. Assign an engineer to determine and correct the error
 - c. Periodic reports on the status of the correction
 - d. Initiate work to correct the error

SEVERITY	DEFINITION	RESPONSE GOAL	DETAILS
Urgent	Critical functions of the Criterion Services are unavailable. There is a significant business impact. Subscriber cannot reasonably circumvent or workaround.	1 Actual Hour (Must be reported by phone)	- Trouble Ticket opened - Assign an engineer to determine and correct the error - Periodic reports on the status of the correction - Initiate work to correct the error
High	Critical functions of the Criterion Services are noticeably impaired, or performance is degraded. Subscriber cannot circumvent or workaround.	4 Business Hours	- Trouble Ticket opened - Assign an engineer to determine and correct the error - Periodic reports on the status of the correction - Initiate work to correct the error
Normal	Non-critical functions of your application are experiencing errors or abnormalities exist. Subscriber can circumvent or work around the problem. Subscriber may also have a time-sensitive usage question.	1 Business Day	- Trouble Ticket opened - Assign an engineer to determine and correct the error - Periodic reports on the status of the correction - Initiate work to correct the error
Low	Subscriber has a general usage question or would like to log a feature request.	2 Business Days	- Commercially reasonable efforts to include in the next major release

Exhibit B

Tax Filing and Payment Processing Services

1. Tax Filing services

Customers are responsible for making payroll tax deposits and filing reports with various agencies. Criterion provides standard tax filing reports typically at the federal level and provides required data that allows customers to complete the filings at the state, provincial, and local levels. In addition, Criterion has partnered with multiple Payroll Tax Service Companies (PTSC) to provide payroll tax deposit and filing services for the Customer.

For the PTSC to make payroll tax deposits and file payroll tax returns on a timely basis, Customer must complete the payroll processing cycle and perform the quarter-end procedures on a timely basis. The charges associated with tax services are covered in a separate agreement with the PTSC.

2. Tax Filing services Options

1	Customer Filing	- Customer is responsible for timely payroll tax deposits and filing reports - Criterion is responsible for generating filing ready Federal reports and generating supporting reports to complete state, provincial and local reports	At no additional cost
2	PTSC - Aatrix	- Customer signs agreement directly with Aatrix using Criterion preferred pricing. - Customer is responsible for completing the tax filing reports in Aatrix. - Criterion is responsible for the functioning of integration with Aatrix	For pricing and supported filings, please visit https://www.aatrix.com/partners/criterion
3	PTSC - Ceridian	- Customer must complete the payroll processing cycle and perform the quarter-end procedures on a timely basis - Criterion maintains the contractual relationship with Ceridian and invoices Customer for Ceridian Services - Criterion is responsible for the functioning of integration with Ceridian and providing support as needed	Wholesale pricing offered by Ceridian to Criterion plus 10% mark up to cover processing and operational costs.

3. Payment Processing Services

Criterion is responsible for the generation of payment processing files required by banks. Criterion supports most bank file formats in the US, Canada, and the UK. Customer is responsible for uploading the file to their bank. In addition, Criterion has partnered with Kotapay to seamlessly transmit the data for clients based in the US.

4. Payment Processing Options

1	Customer Uploading	- Customer is responsible for uploading the generated files into the banking portal - Criterion is responsible for generating the files in the required format by the bank	At no additional cost
2	Kotapay	- Customer signs agreement directly with Kotapay using Criterion preferred pricing. - Criterion is responsible for the functioning of integration with Kotapay	\$0.12 per transaction

Exhibit C

Service Level Agreement (SLA)

Availability: Service will be operational and available to Customer at least **99.9%** of the time in any calendar month.

Monthly Uptime Percentage	Service Credit for Downtime
<99.9% but >= 99.5%	5% of the monthly fee
<99.5% but >= 99.0%	10% of the monthly fee
<99.0%	20% of the monthly fee

Response Time: Service will maintain the following response times. **Service Credit:** 10% of the monthly fee for the month of the failure.

Action	Response Time
Simple actions such as opening selection boxes and expanding tree views and closing forms.	2 seconds
Medium complexity actions such as switching between views, opening dialog boxes, clicking on the "Apply" button.	6 seconds
Web page load times	8 seconds
Running a report and displaying the results on a screen.	60 seconds

Database Restoration: If the Customer desires to restore from a backup, the Service will be restored and fully operational within 4 hours. **Service Credit:** 10% of the monthly fee for the month of the failure.

User Satisfaction Rating: Criterion measures customer satisfaction rating on every ticket opened by the Customer. Criterion will ensure a 90% satisfaction rating in any calendar year. **Service Credit:** 1% of the annual fee for the year of the failure.

Definitions.

Downtime means the time in which the Service is not capable of being accessed by Customer, as monitored by Criterion.

Monthly Uptime Percentage means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

Exclusion from Downtime

- Service unavailability caused by scheduled maintenance of the platform used to provide the Service (Schedule is posted on the support portal and customers are usually notified via email); or
- Service unavailability is caused by events outside of the direct control of Criterion, including any force majeure event, the failure or unavailability of Customer's systems, the Internet, and the failure of any other technology or equipment used to connect to or access the service.

Claim Procedure: To receive a service credit for a particular calendar month, Customer must submit a claim by email to the support team within 30 days of the end of the month during which the Service did not meet the above SLA, and include the following information:

- Customer name;
- the name of the service to which the claim relates;
- information supporting each claim of Downtime, including date, time, and a description of the incident, all of which must fall within the calendar month for which you are submitting a claim.

If Customer does not submit the claim within such 30-day time period, then the claim is waived.

THIS SLA STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY CRITERION TO PROVIDE THE SERVICE UNDER THE TERMS ABOVE.



Software Services Order Form

203-703-9000
301 Merritt 7
Norwalk, CT 06851

Order Date: 11/10/2023

Description	Quantity	Price	Months	Subtotal
Talent Lite - CHR Edition, ATS & Onboarding	300	\$2.47	12	\$8,875.00
Subtotal				\$8,875.00
Total				\$8,875.00

Term: 3 year

Billing: Annually in advance, first annual payment is due at the time of signing the contract and will be applied to the period starting on June 1, 2024.

Price: Based on HR module only. Price will not increase over CPI. Additional modules can be added at any time for additional costs and will be priced accordingly to current market rates.

Renewals: After the 3 year term has been met, this order will continue to renew for additional 1 year periods, unless either party provides the other with written (including email) notice of non-renewal at least 60 days prior to the renewal date.

Terms: This order is governed by the terms of the Subscription Services Agreement between the parties, which terms are incorporated into this order for all purposes. If there is a conflict between the terms of this order and the agreement, this order governs. This order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this order.

***CHR Edition will be limited to current functionality in Civic HR.

City of Northport

By: _____

Name: _____

Title: _____

Date: _____

Criterion Inc.

By: _____

Name: _____

Title: _____

Date: _____

As your CivicHR subscription is scheduled for renewal in June 2024, if you opt to switch to Criterion before the renewal, we can accommodate this. However, your organization must promptly sign the contract and immediately pay for the first year of service; but the first payment will be applied to the period starting June 2024. This will ensure there is no double payment during your transition from CivicHR to Criterion.



Professional Services and Hardware Order Form

203-703-9000
301 Merritt 7
Norwalk, CT 06851

Order Date: 11/10/2023

Description	Quantity	Price	Subtotal
Implementation & Training for Talent Lite - 10 hours	10	\$195.00	\$1,950.00
Subtotal			\$1,950.00
Total			\$1,950.00

Fees: Professional Service fees are estimated based on implementation for this specific project, and by using an hourly rate of \$195. If additional hours are required for implementation that go beyond what is listed in this order form, a change order must be approved in writing by both parties and will be invoiced according to the \$195 per hour rate.

Payment: Payment due upon signing of this contract.

Terms: This order is governed by the terms of the Subscription Services Agreement between the parties, which terms are incorporated into this order for all purposes. If there is a conflict between the terms of this order and the agreement, this order governs. This order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this order.

*****CHR Edition will be limited to current functionality in Civic HR.**

City of Northport

By: _____
Name: _____
Title: _____
Date: _____
Address: _____

Criterion Inc.

By: _____
Name: _____
Title: _____
Date: _____



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: January 23, 2024

SUBJECT: Resolution declaring items as surplus and authorizing the donation to Kennedy Volunteer Fire Department

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This resolution declares the following items as surplus and authorizes them to be donated to Kennedy Volunteer Fire Department:

Twenty-six (26) used Turnout Coats (all over 10 years old)

Thirty-three (33) used Turnout Pants (all over 10 years old)

Twenty-six (26) pairs of used Turnout Suspenders (all over 10 years old).

Please see exhibit A.

Recommendation:

Council approval of this resolution declares the turnout items as surplus and authorizes the donation of the items to Kennedy Volunteer Fire Department.

Funding Source/GL Code:

Motion for Consideration:

I move to adopt the resolution declaring the turnout items listed in Exhibit A as surplus and authorize the donation of items to Kennedy Volunteer Fire Department.

RESOLUTION NO.

**RESOLUTION DECLARING TURNOUT GEAR AS SURPLUS AND AUTHORIZING THE
ITEMS TO BE DONATED TO KENNEDY VOLUNTEER FIRE DEPARTMENT**

WHEREAS, This resolution is declaring the following turnout gear items as surplus:

Twenty-six (26) used Turnout Coats (all over 10 years old)

Thirty-three (33) used Turnout Pants (all over 10 years old)

Twenty-six (26) used Turnout Suspenders (all over 10 years old).

WHEREAS, This resolution authorizes the donation of the surplus turnout gear to the Kennedy Volunteer Fire Department.

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

1. The City of Northport and Northport Fire Rescue declare the turnout items as surplus.
2. The City of Northport authorizes the donation of the surplus turnout items to be donated to Kennedy Volunteer Fire Department.

RESOLVED AND DONE THIS 23rd day of January 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Jeff Hogg
Its President

ATTEST:

Glenda Webb
City Administrator

Reading:
Motion:
Second:

**DONATION AGREEMENT AND RELEASE AND WAIVER OF
LIABILITY AND INDEMNIFICATION AGREEMENT FOR
RECEIPT OF DONATED EQUIPMENT**

WHEREAS, the City of Northport (hereinafter, "**DONOR**") desires to donate **AS-IS WITHOUT WARRANTY AND WITH ALL FAULTS** the specific equipment described in exhibit A to **Kennedy Volunteer Fire Department (hereinafter, "RECIPIENT")**.

WHEREAS, Kennedy, as the **RECIPIENT** of the specific donated equipment listed below, acknowledges that proper use of the equipment may require maintenance and extensive training;

WHEREAS, the **RECIPIENT** acknowledges that the **RECIPIENT** remains responsible for obtaining any necessary maintenance and training in order to use the donated equipment;

WHEREAS, the **RECIPIENT** acknowledges that the **RECIPIENT** holds all responsibility for proper use of the donated equipment.

NOW, THEREFORE, the **RECIPIENT** agrees to the following waiver of liability and indemnity provisions:

1. **Receipt of Equipment.** The **RECIPIENT** acknowledges receipt of the following equipment donated by the **DONOR** to the **RECIPIENT**, ("Donated Equipment"): See "Exhibit A"
2. **No Warranties.** The **DONOR**, including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Equipment.
3. **Waiver of Liability.** The **RECIPIENT** does hereby waive, release, and discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the Donated Equipment. The entire risk as to the performance of the Donated Equipment is assumed by the **RECIPIENT**. In no event shall the **DONOR** or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the Donated Equipment. The above limitations on liability apply even though the **DONOR** may not have advised of the possibility of such damage.
4. **Indemnification.** The **RECIPIENT** agrees to indemnify and hold harmless the **DONOR** from any and all claims, liability and damages, arising from the use of the Donated Equipment.

RECIPIENT HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTANDS ITS CONTENTS. RECIPIENT IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN KENNEDY VOLUNTEER FIRE DEPARTMENT AND THE CITY OF NORTHPORT.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same on this the ____ day of _____, 20__.

CITY OF NORTHPORT, A Municipal Corporation

BY: _____
Glenda D. Webb, City Administrator

ATTEST:

KENNEDY VOLUNTEER FIRE DEPARTMENT

ATTEST:

BY: Lisa Tarwater
ITS: Lisa Tarwater

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

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

Given under my hand and official seal this the 10th day of January, 20 24.

Angela B Simpson
Notary Public.

My Commission Expires: 11/02/2026



STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, _____, a Notary Public in and for said State
at Large, hereby certify that _____, who is named as _____
_____, is signed to the foregoing document, and,

- ☐ Who is known to me, or
☐ Whose identity I proved on the basis of _____, or
☐ Whose identity I proved on the oath/affirmation of _____, a creditable
witness to the signer of the above document

and that being informed of the contents of the document, he/she, as such officer and with full authority,
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 10th day of January, 2024.

Angela B Simpson
Notary Public.

My Commission Expires: 11/02/2026



EXHIBIT A – DONATED EQUIPMENT

The following items will be donated to Kennedy Volunteer Fire Department.

- 1. Twenty-six (26) used Turnout Coats (all over 10 years old)**
- 2. Thirty-three (33) used Turnout Pants (all over 10 years old)**
- 3. Twenty-six (26) pairs of used Turnout Suspenders (all over 10 years old)**



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: January 23, 2024

SUBJECT: Resolution Authorizing the City Administrator to Execute and Approve Payments on a Contract with Local Government Services, LLC for Cable Franchise Services

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

The City has several active cable franchise agreements which provide significant revenue. Local Government Services, LLC (LGS) offers cable franchise management advisory services for municipalities through a Joint Service Agreement with the Alabama League of Municipalities. The Legal Department has negotiated a draft contract with LGS in the amount of \$22,000 for those services most needed by the City at this time. This resolution authorizes the City Administrator to execute said contract and approve all periodic payments during the performance of the contract.

Recommendation:

Approve the resolution

Funding Source/GL Code:

GL Code No. Amount: \$22,000

Motion for Consideration:

I move to approve the Resolution Authorizing the City Administrator to Execute and Approve Payments on a Contract with Local Government Services, LLC for Cable Franchise Services

RESOLUTION NO. -

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AND APPROVE
PAYMENTS ON A CONTRACT WITH LOCAL GOVERNMENT SERVICES, LLC FOR CABLE
FRANCHISE SERVICES**

WHEREAS, the City of Northport (“City”) desires to provide effective regulation and oversight of cable television services being provided to the citizens of the City; and

WHEREAS, Local Government Services, LLC (“LGS”), through a Joint Service Agreement with LGS as an independent contractor of the Alabama League of Municipalities, offers cable television franchise management advisory services; and

WHEREAS, the City has a need for such cable television franchise management advisory services to assist the City with negotiating various Cable Television Franchise/Agreements and renewals.

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

1. The City Administrator is hereby authorized to execute a contract with Local Government Services, LLC in the amount of \$22,000 for the provision of cable television franchise management advisory services, attached as Exhibit “A.”
2. The City Administrator is hereby authorized to approve all periodic payments during the performance of the contract, not to exceed \$22,000.
3. The City Administrator is authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this Resolution.

RESOLVED AND DONE THIS 23rd DAY OF JANUARY, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading:
Motion By:
Second By:

EXHIBIT “A”

**AGREEMENT BETWEEN
THE CITY OF NORTHPORT, ALABAMA
AND
LOCAL GOVERNMENT SERVICES, LLC
FOR CABLE TELEVISION FRANCHISE MANAGEMENT ADVISORY SERVICES**

WHEREAS, the City of Northport (“City”) desires to provide regulation and oversight of cable television services being provided to the citizens of the City; and

WHEREAS, Local Government Services, LLC (“LGS”) has available a cable television franchise management advisory service offered through a Joint Service Agreement with LGS as an independent contractor of the Alabama League of Municipalities; and

WHEREAS, the City has a need for such cable television franchise management advisory service to assist the City with negotiating a Cable Television Franchise/Agreement renewal with Charter Communications, Comcast and DirecTV.

THEREFORE, THE CITY AND LGS AGREE AS FOLLOWS:

Section 1. Service options provided to the City of Northport _____

LGS agrees to provide, either directly or through its agents or subcontractors, LGS agrees to provide the following services chosen by the City:

- a) x Cable Franchising/Agreement Renewal Services: Implementing and administering a procedural process for granting renewal franchises; negotiating a renewal Agreement/franchise on behalf of the City; evaluating the past performance of cable companies seeking franchise renewal; conducting franchise fee compliance reviews to include jurisdictional coding compliance review; and determining the future cable-related needs and interest of the City in the development and implementation of a community needs assessment.

In the event that the City at a later date desires to obtain additional or repeat services offered pursuant to this Section 1, the parties to the agreement may execute an addendum or addenda to this agreement for the City to obtain such services.

Section 2. Effective Date, Payment and Termination.

- a) This agreement shall become effective upon the signature by the parties.
- b) The total obligation of the City under this agreement, for the service options chosen under this Agreement, shall not exceed \$22,000.00, plus out of pocket expenses incurred by LGS, its agents, employees or subcontractors arising out of this Agreement. Out of pocket expenses shall include, but are not limited to postage, transportation, meals and lodging and shall not exceed \$1,000.00 unless mutually agreed to by LGS and the City in advance if feasible and the expenses are known in advance. LGS shall provide to the City documentation sufficient to substantiate any out-of-pocket costs.
- c) The City shall pay LGS 50% of the total obligation within thirty (30) days from the date this Agreement is executed, and 25% of the total obligation within 120 days of the date the Agreement is executed and the final payment of the total obligation when the service performed for the City pursuant to this Agreement is completed to the satisfaction of the

City.

- d) Either party may terminate this agreement at any time upon thirty (30) days written notice to the other party. LGS shall be entitled to payment for services rendered to the City, including compensation due for additional services reasonably substantiated by LGS as of the effective date of termination.

Section 3. Hold Harmless and Indemnification.

Each party shall bear the responsibility for liability for negligence, errors or omissions of its own officers, agents, employees or subcontractors in carrying out this Agreement.

Section 4. Amendments.

This contract may be amended by future written agreements executed on behalf of the City and LGS.

Section 5. Law Applicable.

This agreement shall be construed under the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same on this the ____ day of January, 2024.

CITY OF NORTHPORT, A Municipal
Corporation

ATTEST:

Malorie Mixon, Assistant City Clerk

BY: _____
Glenda D. Webb, City Administrator

EXECUTED ON BEHALF OF LOCAL
GOVERNMENT SERVICES, LLC

BY: _____
Member



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: January 23, 2024

SUBJECT: Resolution Allocating 2024 Northport First Funds

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kelly Homan

Approved By: Darren McGee

Summary:

This resolution is for the allocation of 2024 Northport First Funds in the amount of \$7,118,407.54. The allocated funds are to be used for various projects. This allocation was approved by the Finance Committee on January 11, 2024.

Recommendation:

Approve the request.

Funding Source/GL Code:

GL Code No. Various Amount \$7,118,407.54

Motion for Consideration:

I move to adopt the resolution approving the proposed allocations for the 2024 Northport First Funds.

RESOLUTION NO. 24 -

RESOLUTION ALLOCATING 2024 NORTHPORT FIRST FUNDS

WHEREAS, the City of Northport desires to utilize Northport First Funds in a fiscally responsible manner while also furthering initiatives of the City of Northport.

WHEREAS, the budgeted amount of Northport First Funds for the Fiscal Year 2024 is \$7.175 million; and

WHEREAS, the City wishes to allocate the Northport First Funds as attached hereto in Exhibit "A".

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

1. That the City hereby allocates the 2024 Northport First Funds as attached hereto as Exhibit "A".
2. This resolution shall become effective immediately.

RESOLVED AND DONE THIS 23rd DAY OF JANUARY 2024

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: January 23, 2024
Motion By:

Second By:

EXHIBIT “A”

FY2024 Northport First Proposed Allocations

\$ 7,175,000.00	2024 BUDGET	
\$ 3,268,407.54	2023 Warrant Payments	ENJOY
\$ 1,000,000.00	Streetscape Phase III	Economic/Community Enhancement
\$ 350,000.00	Educational Grants	Economic/Community Enhancement
\$ 500,000.00	Community Facilities	Economic/Community Enhancement
\$ 2,000,000.00	Main Ave restoration/paving	Responsible
\$ 7,118,407.54	TOTAL ALLOCATION REQUEST	



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: January 23, 2024

SUBJECT: Resolution declaring one 2000 Pierce Quantum as surplus and authorizing the sale of said vehicle to the City of Reform/ Reform Fire Department

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This resolution declares one 2000 Pierce Quantum Fire Engine (VIN# 4P1CT02S5YA000558) as surplus and authorizes the sale of said vehicle to the City of Reform/ Reform Fire Department for the amount of \$20,000 per the public Safety Committee.

Recommendation:

Approval of this resolution.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

I move to adopt the resolution declaring one 2000 Pierce Quantum Fire Engine (VIN# 4P1CT02S5YA000558) as surplus and authorize the sale of said vehicle to the City of Reform/ Reform Fire Department for the amount of \$20,000 per recommendation from the Public Safety Committee.

RESOLUTION NO. 24-17

**RESOLUTION DECLARING A VEHICLE SURPLUS AND AUTHORIZING THE SALE
OF SAID VEHICLE TO THE CITY OF REFORM/ REFORM FIRE DEPARTMENT**

WHEREAS, the City of Reform/ Reform Fire Department is in need of a vehicle; and,

WHEREAS, the City of Northport would like to surplus and sell its 2000 Pierce Quantum Fire Engine for the Public Safety Committee's recommended price of \$20,000.

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

1. The City of Northport and Northport Fire Rescue declares the 2000 Pierce Quantum Fire Engine (VIN# 4P1CT02S5YZ000558) surplus and authorizes the sell of said vehicle to the City of Reform/ Reform Fire Department.
2. The City Administrator is hereby authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this resolution.

RESOLVED AND DONE THIS 23RD DAY OF JANUARY 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: _____

Motion: _____

Second: _____

**REQUEST TO CITY ADMINISTRATOR FOR THE ROUTINE DISPOSAL
OF CITY OWNED PERSONAL PROPERTY**

Department: FIRE

Describe Property or attach list as an Exhibit: 2000 PIERCE Quantum Fire Engine
Equipped with 1250 gpm pump VIN # 4P1CT02S5YA000558

Approximate age of property: 24 YEARS

Approximate cost of property when new: Est \$200,000

Approximate value of property now: Est \$20,000 to \$50,000

Do you plan to replace this item? ☒ Yes ☐ No

If so, what is the approximate cost to replace? ALREADY REPLACED E 2023 E-ONE 1250gpm Pumper

Is this replacement cost in your budget? ☒ Yes ☐ No

Reason this property should be declared surplus: REACHED ITS USEFUL LIFE SPAN FOR MAINTENANCE COST

Describe proposed method of disposal: Request per Public Safety Committee to sell
to City of Reform / Reform Fire Dept for price of \$20,000

Computers and anything IT related, use attached Exhibit "A" Form to list description of item(s).

Vehicles Only

Make/Model Current Mileage: ODOMETER BROKEN SO UNK MILEAGE (HOUR METER SHOWS 5531.2)

Kelly Blue Book Value: UNK

Disposal by sale or salvage: SALE AS STATED ABOVE

**ALL MONIES RECEIVED FROM THE DISPOSAL OF ANY PERSONAL PROPERTY SHOULD BE
DELIVERED TO THE FINANCE DEPARTMENT.**

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

Bart Marshall 1/16/24
Department Head Signature - Date

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

City Administrator Signature - Date

CITY OF REFORM

POST OFFICE 489
REFORM, ALABAMA 35481
TELEPHONE (205) 375-6363 FAX (205) 375-6371
EMAIL: cityofreform@nctv.com
TDD: 800-548-2546 English or 800-548-8317 Spanish

MELODY O. DAVIS, MAYOR
RAVEN OGLESBY, CITY CLERK

COUNCIL MEMBERS
CHARLIE TAGGART – PLACE 1
CHARLES HAGAN – PLACE 2
RICHARD RICHARDSON – PLACE 3
PAT WHEAT – PLACE 4
MALCOLM GILES – PLACE 5

April 20, 2023

Chief Bart Marshall
5500 Highway 69 N
Northport, AL 35476

Dear Chief Bart Marshall:

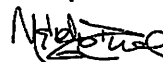
The City of Reform is dedicated to its First Responders with the Reform Fire Department. Currently the department operates with a 1976 single pumper truck that does not have the capacity or ability to address the types of fire events that occur in the community.

In 2020, the department experienced a manufacturing plant fire at Natures Earth Pellets, Inc. Half the plant burned before the fire could be put out. The manufacturing of pellets is a fire-sensitive process. The City of Reform, its businesses and its citizens need to have the assurance the fire department has the equipment to function in a business/lifesaving manner. A 47 years-old fire truck would challenge any fire department. The City considers the provision of this essential service a priority as it ensures the health, protection, and economic well-being of Reform.

As Mayor, I ask that you consider donating a fire truck that will be in rotation from your program to the City of Reform's Fire Department. This would enable the Reform Fire Department to improve fire protection and provide services to residents and business alike and improve the departments available resources.

Thank you for your assistance. Please do not hesitate to contact me if you have questions.

Respectfully,



Melody Davis
Mayor, City of Reform





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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: January 23, 2024

SUBJECT: Resolution Authorizing the Railroad Permit with Kansas City Southern Railway Company for the Highway 82 Pump Station and Force Main Project

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting that the City Council approve the railroad permit with Kansas City Southern Railway Company for the Highway 82 Pump Station and Force Main project. The permit fee is \$9,375.00. Documentation is attached.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. Amount: \$ 9,375.00

Motion for Consideration:

I move that the City Council approve the railroad permit with Kansas City Southern Railway Company for the Highway 82 Pump Station and Force Main project.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE RAILROAD PERMIT FOR THE HIGHWAY 82
PUMP STATION AND FORCE MAIN PROJECT**

WHEREAS, the Engineering department is requesting that the City Council authorize the railroad permit with Kansas City Southern Railway Company for the Highway 82 pump station and force main project; and

WHEREAS, the cost of the permit fee will be \$9,375.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the railroad permit with Kansas City Southern Railway Company for the Highway 82 pump station and force main project is authorized. The cost of the permit fee will be \$9,375.00. The City Administrator is authorized to approve all requisitions for this project.

RESOLVED AND DONE THIS 23rd DAY OF JANUARY 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Jeff Hogg, Its President

Reading: January 23, 2024

Motion:

Second:

PIPELINE CROSSING CONTRACT (KCS Contract No. _____)

THIS AGREEMENT is effective this January 5, 2024 by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY d/b/a CPKC**, a Missouri corporation, called herein "Railway Company", and **CITY OF NORTHPORT**, to be addressed at 3500 McFarland Blvd, Northport, AL 35476, called herein "Licensee".

1. Railway Company, without any warranty or guarantee of suitability of the premises for Licensee's or any other purpose, hereby permits Licensee a license to construct, maintain, operate, use and remove a proposed water pipeline under Railway Company's tracks and right-of-way at Mile Post 71.67 (Tuscaloosa Subdivision) Northport (Tuscaloosa County), AL, the course of the pipeline being described as follows:

As indicated on print of drawing no. 23-15332 dated 11-26-2023, marked Exhibit "A", attached hereto and incorporated herein by reference, which track and right-of-way are subject to a lease agreement by and between the Alabama Southern Railroad.

The rights granted under this Agreement are subject to all outstanding superior rights whether or not of record (including those in favor of licensees and lessees of Railway Company's property, and others) and the right of Railway Company to renew and extend the same, and is made without covenant of title, or for quiet enjoyment. Railway Company does not warrant title and Licensee accepts the rights granted herein and shall make no claim against Railway Company for deficiency of title. Licensee acknowledges that the Railway Company's interest in the right-of-way varies from segment to segment and may include lesser interests than fee title. Licensee shall, at Licensee's sole cost and expense, obtain any and all necessary rights and consents from parties other than Railway Company which may have or claim any right, title or interest in the property upon which the Railway Company's right-of-way is located.

2. The carrier pipe shall consist of 18" x 101' ductile iron having a minimum wall thickness of 0.310" and a minimum yield point of 42,000 PSI and shall be encased in a 30" x 101' steel having a minimum wall thickness of 0.375" and a minimum yield point of 35,000 PSI. Maximum operating pressure of the pipeline shall not be greater than approx. 65 PSI. Licensee expressly agrees that its under-track installation shall be by Dry Bore and Jack method and that no boring or excavation shall occur within Railway Company's right-of-way, nor shall any boring occur in the track embankment. The angle of the pipeline crossing beneath Railway Company's property and tracks shall be no less than 83°.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's property in any way, or the operation of trains or cars, and the pipeline shall be laid at a minimum depth of 15' below the bottom of Railway Company's base of rail and at a minimum depth of 15' below ground level at all other points on the right-of-way. Excavations made on Railway Company's property shall be promptly refilled by Licensee, the earth well tamped, and the ground left in the same condition as before laying of the pipeline.

The pipeline shall be maintained so as to prevent the escape of its contents being conveyed. Connections or valves shall not be placed in the pipeline nearer than forty feet (40') from the center of Railway Company's nearest track. Further, the pipeline and its operation and use, shall comply with any and all applicable governmental laws, rules, and regulations. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a) (7), 60-250.5, 60-741.5, and 29 C.F. R. part 470, relating to equal employment opportunity, if applicable. If required by Railway Company, gates and check valves shall be placed in convenient locations. Licensee agrees that no hydrostatic pressure testing shall be allowed unless the carrier pipe has been encased in a steel casing meeting Railway Company and AREMA specifications.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's employees or property in any way, or the operation of trains or cars. The location of the pipeline shall be marked, with markers maintained and plainly visible at the right-of-way lines.

3. Licensee shall promptly make necessary repairs to the pipeline, and, in the event of Licensee's failure to do so, repairs may be made by Railway Company at Licensee's expense, which cost Licensee expressly agrees to pay upon presentation of the bill.

Should Railway Company at any time decide a change in the location or other changes in the pipeline are desirable, Licensee will at its cost make the changes at Railway Company's request within thirty (30) days after receipt of written notice from Railway Company, and, upon the failure of Licensee to do so, Railway Company may make such changes at Licensee's expense, which expense Licensee expressly agrees to pay upon receipt of the bill.

LICENSEE HEREBY ASSUMES ANY AND ALL RISKS ARISING OUT OF, INCIDENT TO, OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE. IN CONSIDERATION OF THE PRIVILEGES HEREIN GRANTED, LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND ANY OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS, AS THE CASE MAY BE, FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, OUTLAYS, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING IN OR BASED UPON TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) INCLUDING ATTORNEYS' FEES, WHICH MAY BE INCURRED ON ACCOUNT OF INJURY TO OR DEATH OF ANY PERSON WHOMSOEVER, OR LOSS OF OR DAMAGE TO ANY PROPERTY IN ANY WAY, DIRECTLY OR INDIRECTLY, RESULTING FROM, ARISING OUT OF, OR CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE BY LICENSEE OR BY ANYONE ACTING IN ITS BEHALF, ITS OR THEIR, AS THE CASE MAY BE, EXERCISE OF OR PERFORMANCE OF OR ITS OR THEIR FAILURE TO EXERCISE OR PERFORM ANY OF THE RIGHTS, PRIVILEGES, DUTIES OR OBLIGATIONS GRANTED OR IMPOSED UNDER THE PROVISIONS OF THIS AGREEMENT. LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM AND AGAINST THEIR OWN NEGLIGENCE, EXCEPT FOR SUCH INJURY, DEATH, LOSS OR DAMAGE WHICH MAY BE DUE TO THE SOLE ACTIVE NEGLIGENCE OF RAILWAY COMPANY, ITS OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS, OR EMPLOYEES. LICENSEE HEREBY RELEASES RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER THE TRACKS FROM ANY DAMAGE TO THE PIPELINE FROM ANY CAUSE WHATSOEVER.

4. It shall be the exclusive duty and responsibility of Licensee to inspect the property subject to this Agreement to make sure that it is safe for the entry of its employees, agents and contractors. Licensee shall advise all of its employees, agents and contractors entering the property of any safety hazards on the property, including, without limitation, the presence of moving vehicles, buried cables, tripping hazards and overhead wires. Licensee shall instruct all of its employees, agents and contractors entering the property that all persons, equipment and supplies must maintain a distance of at least twenty-five feet (25') from the centerline of the track unless authorized by the on-site railroad flagman to be closer than twenty-five feet

(25'). Licensee shall ensure that no personnel, equipment or supplies under its control are within the clearance point of the track when moving railroad equipment may be seen from or heard at the property subject to this Agreement. Finally, Licensee shall adopt, publish and enforce safety rules for its employees, agents and contractors that will be on Railway Company's right of way consistent with the requirements of this Section.

5. Rights herein granted are personal and may not be assigned without Railway Company's written consent. The provisions of this Agreement shall be binding upon the successors and permitted assigns of both parties.

6. Upon termination of this Agreement, Licensee shall fill pipeline with a suitable flow able fill material and seal (casings abandoned or replaced by new location work shall be backfilled by methods and materials as directed by the Engineer). The location of abandoned facilities shall be recorded and records maintained by the pipeline owner. Licensee shall restore the property to its original state. Upon failure of Licensee to fill the pipeline and restore the property to its original state, Railway Company may fill it and restore the property to its original state at Licensee's expense, which cost and expense Licensee agrees to pay.

7. Licensee shall not enter nor commence construction on or under Railway Company's property or right-of-way unless accompanied by a Railway Company qualified construction observer and flagger to oversee Licensee's work on Railway Company's property or right-of-way. Licensee will be responsible for all construction observer, flagging and mobilization costs, herein referred to as "Services", and arranging for these necessary Services associated with the installation. To enable arrangements to oversee for these Services that are to be performed under this Agreement, Licensee must submit a written scheduling request to Railway Company's Scheduling Agent, hereinafter referred to as "Scheduling Agent", which request is received by the Scheduling Agent for approved Railway Company qualified construction observer and flagging contractor a minimum of thirty (30) Business Days in advance before Licensee proposes to commence work on or under Railway Company's property or right-of-way. (A "Business Day" is any day Monday through Friday which is neither a federal holiday nor a state holiday at the address of Railway Company's scheduling agent stated below.) The request must contain Licensee's name, the date of this Agreement, the location of the work to be performed, and how many consecutive Business Days will be required for Licensee to complete the work.

Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing these Services, reimburse Scheduling Agent for all of their costs and expenses of providing an inspection, flagging and mobilization prior to installation.

Railway Company's designation of a company or individual as a Railway Company "qualified" flagger or flagger provider, or Scheduling Agent, shall be construed solely as Railway Company's willingness to allow said individual or entity to provide Services on Railway Company's property or right-of-way without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said Scheduling Agent by Railway Company. All flaggers or Scheduling Agents provided herein shall be treated solely as independent contractors of Licensee, with no relationship to Railway Company, for all purposes herein. Licensee and its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve Licensee of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the licensed area. The actions or inactions of the flagger shall be construed for all purposes herein as the actions or inactions of the Licensee, and shall be governed by Licensee's duties of indemnification, and saving harmless under Section 3 of this Agreement.

If Licensee's scheduling request fails to reach Scheduling Agent at least thirty (30) Business Days before Licensee's proposed commencement of work, Railway Company may refuse to allow commencement of the work on the Licensee's proposed commencement date. If Railway Company will

not allow the work to proceed on Licensee's proposed commencement date because the scheduling request did not reach Scheduling Agent in time, Railway Company will inform Licensee of this fact as promptly as possible and work with Licensee to arrange an alternative commencement date for the work.

The construction observer and flagger will remain at the site on a reasonably continuous basis to oversee the work, and charges will accrue for each day spent awaiting the completion of the work and the installation of appropriate signs marking where Licensee's facilities enter and leave Railway Company's property and right-of-way. If installation takes longer than contracted for with Scheduling Agent, Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing the inspection, flagging and mobilization, reimburse Scheduling Agent for all of Scheduling Agent's costs and expenses of providing an inspector, flagger and mobilization.

Once Licensee has submitted its scheduling request to Scheduling Agent, should Licensee require a change to the scheduled date, Licensee shall provide Scheduling Agent at least two (2) Business Days' notice prior to the requested start date of the work. If Licensee fails to provide two (2) Business Days' notice of the change, Licensee shall be charged, and agrees to pay, the daily rate, and any travel costs actually incurred, for the construction observer, flagging and mobilization for one (1) day.

8. Licensee agrees to pay to Railway Company for the use of Railway Company's right-of-way and the privilege hereby granted, such use and privilege being expressly limited to the facilities described in Section 1 above, the one-time sum of NINE THOUSAND THREE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$9,375.00) upon execution of this Agreement. Licensee shall pay Railway Company an additional license fee, set in accordance with Railway Company's then current fee schedule, for any additional pipelines, wires or facilities permitted by Railway Company and associated with the crossing.

9. The term of this Agreement shall be for a period of ten (10) years, beginning on the date first written above, and will automatically renew at the end of the initial ten (10) year term for additional one (1) year periods until cancelled by either party upon thirty (30) days advance notice. Notwithstanding the above, either party may terminate this Agreement at any time upon thirty (30) days written notice.

10. Environmental Protection: Licensee shall not permit hazardous waste, hazardous substances or hazardous materials (as those terms are defined in any federal, state or local law, rule, regulation or ordinance) on or in the area covered by this Agreement without the written consent of Railway Company.

Licensee shall at all times keep the area covered by this Agreement in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste therein. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement due to Licensee's use and occupancy thereof, Licensee, at its sole cost and expense, shall clean all property affected thereby, to the satisfaction of Railway Company and any governmental body having jurisdiction thereover.

Licensee shall comply with all applicable ordinances, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by Railway Company. **IF, AS A RESULT OF LICENSEE'S OPERATION HEREUNDER, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY LICENSEE, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE AREA COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), LICENSEE SHALL**

INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY RAILWAY COMPANY, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM FOR DEATH, INJURY, LOSS OR DAMAGE RESULTING TO RAILWAY COMPANY'S EMPLOYEES OR PROPERTY, OR TO LICENSEE OR LICENSEE'S EMPLOYEES OR PROPERTY, OR TO ANY OTHER PERSONS OR THEIR PROPERTY, AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, ARISING FROM, RELATED TO OR HAPPENING IN CONNECTION WITH THE USE OF THE AREA COVERED BY THIS AGREEMENT BY LICENSEE AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND CONTRACTORS.

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE FURTHER AGREES THAT ITS OBLIGATION OF INDEMNIFICATION AND SAVING HARMLESS HEREUNDER SHALL BE STRICT AND ABSOLUTE AND SHALL REMAIN IN FULL EFFECT IRRESPECTIVE OF ANY NEGLIGENCE ON THE PART OF RAILWAY COMPANY.

11. So long as this Agreement is in effect Licensee agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) aggregate. Licensee shall provide automobile liability coverage in the amount of one million dollars (\$1,000,000.00) combined single limit. In addition, Licensee shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Railway Company's property. Licensee must also provide a Railroad Protective Liability Insurance policy naming the Railway Company as the Named Insured with coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and six million dollars (\$6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Railway Company. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to Railway Company by Licensee, reasonably satisfactory to Railway Company in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving the Railway Company thirty (30) day's prior written notice. Commercial general liability policy will name Railway Company as an additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Railway Company. All policies will be primary to any insurance or self-insurance the Railway Company may maintain for acts or omissions of Licensee or anyone for whom Licensee is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Licensee. Licensee will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits Licensee's liability to the Railway Company to the limits of insurance certified or carried by Licensee. If Licensee utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as the Licensee. If a subcontractor does not meet the coverage

requirements of this Section, subcontractor must either supplement the deficient areas of coverage or Licensee must certify that Licensee has acquired sufficient coverage to supplement the deficiency of subcontractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives as of the date first above written.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY d/b/a CPKC

By: _____

Title: _____

Date: _____

CITY OF NORTHPORT

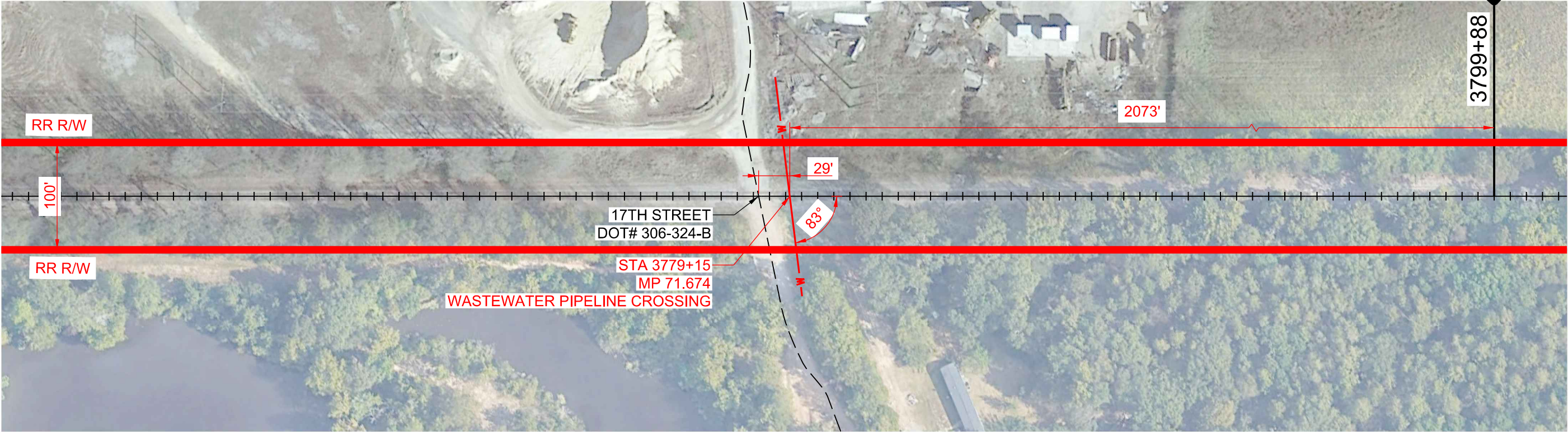
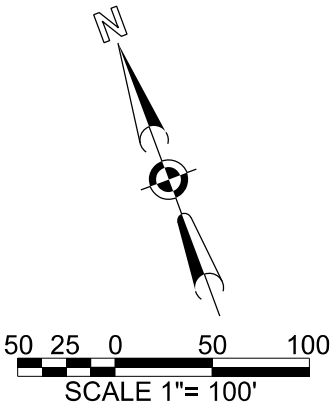
By: _____

Title: _____

Date: _____

TO ARTESIA, MS

TO TUSCALOOSA, AL



NOTE: (1) WASTEWATER PIPELINE CROSSING

NOTE: CASING COATED INSIDE AND OUT WITH PRIMER PAINT
ADDITIONAL OUTSIDE COATING OF COAL TAR EPOXY TO C2003 SPEC

NOTE: IN CASE OF EMERGENCY CONTACT KCS CRITICAL INCIDENT DESK IMMEDIATELY AT 877-527-9464.

SPECIFICATIONS:

	CARRIER	CASING	INSTALLATION DETAILS
CONTENTS:	WASTEWATER PIPELINE	WASTEWATER PIPELINE	METHOD OF INSTALLATION: DRY JACK AND BORE
LENGTH OF PIPE ON RW:	101'	101'	BURY: BASE OF RAIL 15'
OUTSIDE DIAMETER:	18"	30"	BURY: (NOT BENEATH TRACKS) 15'
PIPE MATERIAL:	DUCTILE IRON	STEEL	BURY: (ROADWAY DITCHES) 15'
MIN. YIELD STRENGTH:	42,000 PSI	35,000 PSI	CATHODIC PROTECTION: N/A
WALL THICKNESS:	0.310"	0.469"	CASING VENTED: N/A- VENTS ABOVE SURFACE: N/A
WORKING PRESSURE:	65 PSI	N/A	NUMBERS OF VENTS: N/A
TYPE OF JOINT:	RESTRAINED	WELDED	SEALS: BOTH ENDS: N/A TYPE: N/A
COATING:	SEE NOTE	SEE NOTE	PARALLEL DISTANCE FROM CL OF TRACK: N/A

KANSAS CITY SOUTHERN
RAILWAY COMPANY



Date:	11-26-2023	APPROVED BY:
Drawn By:	SLT	
Checked By:	JJY	Map #: V-12/13
Company:	WILSON & COMPANY, INC.	
Sheet No:	1 of 1	KCS FILE NO: 23-15332
Scale:	1" = 100'	

EXHIBIT "A"

PROPOSED UNDERGROUND
WASTEWATER PIPELINE CROSSING FOR
CITY OF NORTHPORT
AT MP 71.674
TUSCALOOSA SUBDIVISION
NORTHPORT, AL (33.227455, -87.595040)

This map is used by KCS and its subsidiary companies in the ordinary course of business. It is intended as an illustration and should be used only with the express understanding that they make no representations whatsoever about the quality, accuracy, errors, or omissions relating to this map. This map should not be scaled for accurate measurements.



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: January 23, 2024

SUBJECT: Resolution Authorizing the Mayor to Enter an Agreement with LeCroy Richardson for FY2023 Audit

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Stacey Beynon

Approved By: Darren McGee

Summary:

This resolution is for the agreement with LeCroy Richardson to provide auditing services for the FY2023 audit, as require. The audit will include multiple components that collectively comprise the basic financial statements of the City for the fiscal year ended September 30, 2023.

Recommendation:

Approve the Resolution

Funding Source/GL Code:

GL Code No. 01-25-000-50201 & 50-39-511-50201 Amount: not to exceed \$117,000.00

Motion for Consideration:

I move to authorize the Mayor to enter into an agreement with LeCroy Richardson for the fiscal year 2023 audit of the City of Northport financial statements.

RESOLUTION NO. 24 -

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER AN AGREEMENT WITH
LECROY RICHARDSON FOR FY2023 AUDIT**

WHEREAS, LeCroy Richardson Certified Public Accountants are used to provide certified public accounting services; and

WHEREAS, LeCroy Richardson will audit the financial statements of the City of Northport for the 2023 fiscal year, and

WHEREAS, LeCroy Richardson will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America.

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

1. That the Mayor is hereby authorized to enter an agreement with LeCroy Richardson for the annual audit.
2. That the City will be charged LeCroy Richardson's standard hourly rate, but agree gross fee will not exceed \$117,000.00
3. That invoices will be rendered as work progresses and are payable on presentation.
4. That LeCroy Richardson will conduct the audit in accordance with GAAS standards.

RESOLVED AND DONE THIS 23rd DAY OF JANUARY, 2024

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Jeff Hogg, Its President

ATTEST:

Glenda D. Webb
City Administrator/Clerk

Reading: January 23, 2024

Motion:

Second:



LeCroy Richardson

Certified Public Accountants

December 4, 2023

To the Mayor, City Council and City Administrator

City of Northport
3500 McFarland Boulevard
Northport, Alabama 35476

We are pleased to confirm our understanding of the services we are to provide for the City of Northport, Alabama ("The City") for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of The City as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Statement of Revenues, Expenditures and Changes in Fund Balance – Budget to Actual
- 3) Schedule of Changes in Net Pension Liability
- 4) Schedule of Employer Contributions
- 5) Schedule of Funding Progress
- 6) General Fund Summary of Revenues, Expenditures and Changes in Fund Balance
- 7) Schedule of General Fund Revenues
- 8) Water and Sewer System Statistics
- 9) Schedule of Water and Sewer Revenues, Expenditures and Debt Coverage
- 10) Schedule of Water and Sewer Fund Debt Service
- 11) Schedule of Legal Debt Margin

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such

5710 Watermelon Road
Suite 400
Northport, Alabama 35473

P.O. Box 462
Northport, Alabama
35476-0462

Office: (205) 349-3840
Fax: (205) 349-3848
www.lecroyrichardson.com

information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards.
- 2) General Fund Balance Sheet
- 3) General Fund Statement of Revenues, Expenditures and Changes in Fund Balance
- 4) Debt Service Fund Balance Sheet
- 5) Debt Service Fund Statement of Revenues, Expenditures and Changes in Fund Balance
- 6) Combining Balance Sheets – Special Revenue Funds
- 7) Combining Statement of Revenues, Expenditures and Changes in Fund Balance – Special Revenue Funds

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not

(Continued)

designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations,

contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Northport in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements;

(Continued)

schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on December 4, 2023.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Northport; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of LeCroy Richardson, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Alabama Department of Examiners of Public Accounts or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of LeCroy Richardson, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Alabama Department of Examiners of Public Accounts. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Courtney LeCroy is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately December 4, 2023.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$117,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Administration and the City Council of the City of Northport, Alabama. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

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The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Northport, Alabama and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

LeRoy Richardson, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Northport, Alabama.

Management signature: _____

Glenda D. Webb

Title: City Administrator

Date: 12/05/2023

Governance signature: _____

John H. Hester

Title: Mayor

Date: 12/11/23



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: January 23, 2024

SUBJECT: Minutes, January 11, 2024, Regular Meeting

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Whitney DuBose

Approved By: Glenda Webb

Summary:

The attached document includes the minutes from the January 11, 2024, Council meeting. This meeting took place in the Council Chambers at Northport City Hall.

Recommendation:

The recommendation is that this item be passed.

Funding Source/GL Code:

Motion for Consideration:

Approval of the Consent Agenda will approve the official minutes from the January 11, 2024, Council meeting and said action will be reflected in the minutes of the City Council.



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

AGENDA ITEM NO. 9.c.2.
MEETING DATE: January 23, 2024
SUBJECT: Bill Listing

Unfinished Business:
Public Hearing:

New Business:
First Reading:

Consent Agenda: X
Second Reading:

Prepared By: Malorie Mixon

Approved By: Glenda Webb

Summary:

Attached is the bill listing for consideration. Council may remove any bill for individual consideration.

Recommendation:

Recommendation that this request be passed.

Funding Source/GL Code:

Motion for Consideration:

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



City of Northport

Expense Approval Report

By (None)

Payment Dates 1/5/2024 - 1/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Thompson Engineering Inc	231102507	01/11/2024	Proposal for CE&I Services for ...	8,600.54
Thompson Engineering Inc	231102509	01/11/2024	CE&I Services - Watermelon R...	10,396.60
Emma Steelman	INV0021257	01/11/2024	Sales Tax Refund	50.00
RCS Waterproofing LLC	INV0021262	01/11/2024	Business License Overpayment..	30.00
Compton & Associates LLC	INV0021258	01/11/2024	Business License Overpayment..	41.08
Edwards Flooring LLC	INV0021260	01/11/2024	Business License Overpayment..	391.46
Central Alabama Insulation Co ..	INV0021261	01/11/2024	Business License Overpayment..	78.75
Burgess Equipment Repair, LLC	INV0021259	01/11/2024	Business License Overpayment..	270.50
Blackbelt Outdoor	INV0021263	01/11/2024	Business License Overpayment..	30.61
Paint PLUS Remodeling & Rep...	INV0021264	01/11/2024	Business License Overpayment..	650.00
				20,539.54
Department: 13 - Mayor & City Council				
Award Company of America L...	54192	01/11/2024	Council Items	602.37
Verizon	9952486518	01/11/2024	Acct 423469999-00001	49.42
WASHINGTON WOODROW	INV0021270	01/11/2024	Reimbursement for Economic...	1,157.63
Echols Middle School	INV0021315	01/11/2024	Admin - Dist Dev Funds	200.00
Crestmont Elementary School	INV0021313	01/11/2024	Admin - Dist Dev Funds	350.00
Crestmont Elementary School	INV0021314	01/11/2024	Admin - dist Dev Funds	350.00
Department 13 - Mayor & City Council Total:				2,709.42
Department: 15 - Administrative				
HudCo Landscape and Irrigati...	00015	01/11/2024	AGENDA APPROVED - pine sa...	6,300.00
U.S. Postal Service	INV0021309	01/11/2024	Postage by Phone	14.49
U.S. Postal Service	INV0021308	01/11/2024	Postage by Phone	7.14
Chamber of Commerce of We...	64730	01/11/2024	2024 chamber annual meeting	1,750.00
Northwest Supply Co. Inc.	956901	01/11/2024	CH bathroom repair	164.72
Verizon	9952486518	01/11/2024	Acct 423469999-00001	91.09
Alabama Power Company	INV0021255	01/11/2024	1100 UCP PKWY 53590-97014	415.24
Walmart	INV0021235	01/11/2024	tinsel trail storage	29.98
Alabama Power Company	INV0021254	01/11/2024	1513 12TH ST COMPLEX 0373...	2.65
Malorie Mixon	INV0021234	01/11/2024	holiday open house photo bo...	25.92
Regions Bank	INV0021239	01/11/2024	2021 B Warrants - January 20...	48,505.29
Regions Bank	INV0021242	01/11/2024	2016 GF Series - January 2024	79,212.50
Department 15 - Administrative Total:				136,519.02
Department: 16 - Legal				
U.S. Postal Service	INV0021309	01/11/2024	Postage by Phone	8.28
U.S. Postal Service	INV0021308	01/11/2024	Postage by Phone	24.39
Kim Braughton	INV0021231	01/11/2024	CONSENT 12/11/23 Reimburs...	120.86
Ron Davis	INV0021232	01/11/2024	CONSENT 12/11/23-Travel Re...	299.28
Verizon	9952486518	01/11/2024	Acct 423469999-00001	48.73
Department 16 - Legal Total:				501.54
Department: 17 - Municipal Court				
U.S. Postal Service	INV0021309	01/11/2024	Postage by Phone	256.75
U.S. Postal Service	INV0021308	01/11/2024	Postage by Phone	103.56
Blue 360 Media LLC	IN2311211376	01/11/2024	Motor Vehicle Book	88.95
A T & T Mobility	287288439796X01062024	01/11/2024	287288439796	47.01
The Parsons Firm PC	INV0021244	01/11/2024	DECEMBER 2023	1,022.48
District Attorney Restitution R...	INV0021245	01/11/2024	DECEMBER 2023	305.92
Circuit Clerk's Judicial Adminis...	INV0021246	01/11/2024	DECEMBER 2023	635.22
Presiding Circuit Judges' Judici...	INV0021247	01/11/2024	DECEMBER 2023	630.56
State Judicial Administration F...	INV0021248	01/11/2024	DECEMBER 2023	2,549.88
The Citizenship Trust Fund	INV0021249	01/11/2024	DECEMBER 2023	313.00
Alabama Peace Officer's Annui...	INV0021250	01/11/2024	DECEMBER 2023	1,298.00
Alabama Crime Victims Comp...	INV0021251	01/11/2024	DECEMBER 2023	661.50

Expense Approval Report

Payment Dates: 1/5/2024 - 1/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Solicitor's Fund	INV0021252	01/11/2024	DECEMBER 2023	5,007.20
Alabama Comptroller's Office	INV0021253	01/11/2024	DECEMBER 2023	18,379.17
Christopher Edward Allen	INV0021256	01/11/2024	SPECIAL JUDGE 1/3, 1/4, 1/5	2,625.00
Alabama Judicial College Educ...	INV0021268	01/11/2024	Magistrates' Orientation Regis...	250.00
Alabama Judicial College Educ...	INV0021269	01/11/2024	Magistrates' Orientation Regis...	250.00
Department 17 - Municipal Court Total:				34,424.20
Department: 22 - Information Technology				
Comcast Cable	INV0021243	01/11/2024	3721 26th Ave 8396 90 014 0...	283.52
Verizon	9952486518	01/11/2024	Acct 423469999-00001	120.03
A T & T Mobility	287288439796X01062024	01/11/2024	287288439796	612.31
Xerox Corporation	IN2515077	01/11/2024	Per Copy Charge 11/29-12/28...	556.86
C Spire Business	0000693209-39	01/11/2024	0000693209	5,540.00
Spectrum Business	INV0021267	01/11/2024	4900 Mitt Lary Rd 8314 10 234..	180.50
Amazon Capital Services	131P-1GQ7-76QG	01/11/2024	Chair mat for carpet	55.89
Amazon Capital Services	131P-1GQ7-76QG	01/11/2024	APC UPS Battery Backup	179.99
Amazon Capital Services	131P-1GQ7-76QG	01/11/2024	Lotitech webcam	69.81
Comcast Cable	INV0021316	01/11/2024	3500 McFarland Blvd Side 2 8...	56.71
Dell Marketing LP	10723340940	01/11/2024	IT - Dell Warranty Extension L...	344.29
Amazon Capital Services	199X-43F9-1LF7	01/11/2024	Table and 2 chairs set	127.99
Amazon Capital Services	199X-43F9-1LF7	01/11/2024	Ice maker	179.99
Amazon Capital Services	199X-43F9-1LF7	01/11/2024	Mini Fridge	449.98
Amazon Capital Services	199X-43F9-1LF7	01/11/2024	Tables	7.97
Amazon Capital Services	199X-43F9-1LF7	01/11/2024	Microwave	120.00
Dell Marketing LP	10723558976	01/11/2024	1 Year warranty extension	379.46
Amazon Capital Services	11VK-GJMJ-3DLH	01/11/2024	Table set with 2 chairs	127.99
Amazon Capital Services	11VK-GJMJ-3DLH	01/11/2024	Computer Desk	169.99
Amazon Capital Services	17XN-9HR1-7VYV	01/11/2024	Swingline Stapler for new IT ...	11.38
Amazon Capital Services	17XN-9HR1-7VYV	01/11/2024	Monitor Stand 2 pack for new ...	17.79
Amazon Capital Services	17XN-9HR1-7VYV	01/11/2024	Otterbox iPhone 14 Commuter..	39.95
Amazon Capital Services	17XN-9HR1-7VYV	01/11/2024	iPhone 14 screen protector	8.90
Amazon Capital Services	17XN-9HR1-7VYV	01/11/2024	AA Batteries 32 count	18.98
Amazon Capital Services	17XN-9HR1-7VYV	01/11/2024	Belkin Surge Protector 12 ft	98.76
Amazon Capital Services	1JCG-TKKP-DXGM	01/11/2024	Tables	134.99
Amazon Capital Services	1RM3-HNRQ-F6RY	01/11/2024	scissors	3.84
Amazon Capital Services	1RM3-HNRQ-F6RY	01/11/2024	Staple puller	6.66
Amazon Capital Services	1RM3-HNRQ-F6RY	01/11/2024	3 ring binders	27.99
Amazon Capital Services	1RM3-HNRQ-F6RY	01/11/2024	Laptop bag	52.99
iSupport Software	240010	01/11/2024	IT-iSupport License for Brelan	699.00
Department 22 - Information Technology Total:				10,684.51
Department: 25 - Finance				
U.S. Postal Service	INV0021309	01/11/2024	Postage by Phone	181.68
U.S. Postal Service	INV0021309	01/11/2024	Postage by Phone	103.95
U.S. Postal Service	INV0021308	01/11/2024	Postage by Phone	28.98
U.S. Postal Service	INV0021308	01/11/2024	Postage by Phone	165.06
Northport Gazette The	INV0021265	01/11/2024	Advertisement of Ord 2213 G...	53.20
Department 25 - Finance Total:				532.87
Department: 26 - Human Resources				
U.S. Postal Service	INV0021309	01/11/2024	Postage by Phone	88.20
U.S. Postal Service	INV0021308	01/11/2024	Postage by Phone	53.73
Department 26 - Human Resources Total:				141.93
Department: 28 - Planning & Inspections				
U.S. Postal Service	INV0021309	01/11/2024	Postage by Phone	90.90
Award Company of America L...	54601	01/11/2024	PZC - Timothy Martin Desk Pla...	71.95
U.S. Postal Service	INV0021308	01/11/2024	Postage by Phone	467.70
Verizon	9952486518	01/11/2024	Acct 423469999-00001	268.57
A T & T Mobility	287288439796X01062024	01/11/2024	287288439796	46.62
Northport Gazette The	INV0021236	01/11/2024	Legal Ad for University Beach ...	329.00
Amazon Capital Services	1MGL-CQY4-1PM1	01/11/2024	Amazon Supply Order	370.69
Department 28 - Planning & Inspections Total:				1,645.43

Expense Approval Report

Payment Dates: 1/5/2024 - 1/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Department: 32 - Engineering				
U.S. Postal Service	INV0021308	01/11/2024	Postage by Phone	0.63
Thompson Engineering Inc	231102509	01/11/2024	CE&I Services - Watermelon R...	2,599.15
Thompson Engineering Inc	231102516	01/11/2024	Proposal for Resurfacing 2023	3,699.77
Verizon	9952486518	01/11/2024	Acct 423469999-00001	239.25
OESCO LLC	108910	01/11/2024	Invoice - Red Rhino	47.07
Department 32 - Engineering Total:				6,585.87
Department: 33 - Police				
Galls LLC	026026895	12/14/2023	credit PO 24-0059	-151.40
U.S. Postal Service	INV0021309	01/11/2024	Postage by Phone	52.83
U.S. Postal Service	INV0021308	01/11/2024	Postage by Phone	12.00
Galls LLC	026432937	12/14/2023	PO 24-0059	128.60
Northport Auto Supply Co. Inc.	100808436	01/11/2024	PD#452 Headlight bulbs	16.89
Northport Auto Supply Co. Inc.	100808476	01/11/2024	Water pump & brake repair fo...	256.44
Northport Auto Supply Co. Inc.	100809756	01/11/2024	PD Unit 455 radiator repair	68.30
Northport Auto Supply Co. Inc.	100809826	01/11/2024	PD Unit 455 radiator repair	90.66
Northport Auto Supply Co. Inc.	100809934	01/11/2024	PD Unit 455 radiator repair	295.97
Northport Auto Supply Co. Inc.	100809975	01/11/2024	Water pump & brake repair fo...	24.32
Verizon	9952486518	01/11/2024	Acct 423469999-00001	40.01
Northport Auto Supply Co. Inc.	100813102	01/11/2024	oil filter replacements PD #426..	13.86
Northport Auto Supply Co. Inc.	100813109	01/11/2024	radiator repair for PD #421	71.73
Northport Auto Supply Co. Inc.	100813254	01/11/2024	radiator repair for PD #421	43.20
A T & T Mobility	287288439796X01062024	01/11/2024	287288439796	2,421.69
Northport Auto Supply Co. Inc.	100811849	01/11/2024	suspension repair for #8904	759.44
Motorola Solutions Inc.	8230439323	01/11/2024	AGENDA: Annual Motorola So...	17,539.75
Northport Auto Supply Co. Inc.	100814627	01/11/2024	suspension repair for #8904	270.44
Gulf States Distributors Inc.	1458738-IN	01/11/2024	Body armor	759.00
Gulf States Distributors Inc.	1458738-IN	01/11/2024	Spray pouch	12.00
Gulf States Distributors Inc.	1458738-IN	01/11/2024	Cuff pouch	14.50
Gulf States Distributors Inc.	1458738-IN	01/11/2024	Carrier	215.00
Northport Auto Supply Co. Inc.	100814648	01/11/2024	PD #461 - brakes and water p...	199.53
Northport Auto Supply Co. Inc.	100814664	01/11/2024	PD #436 - timing cover	159.27
Northport Auto Supply Co. Inc.	100816113	01/11/2024	Credit PO 24-1131	-281.84
Department 33 - Police Total:				23,032.19
Department: 35 - Fire				
TRUCKWORX HOLDING CO INC	1140107998.03	01/04/2024	Credit po 24-0489	-1,000.00
Sunbelt Fire Inc.	00007254	01/11/2024	Drain valves for Engine#4	703.16
Northport Auto Supply Co. Inc.	100809329	01/11/2024	on-board battery charger for ...	153.77
TRUCKWORX HOLDING CO INC	1140108372	01/11/2024	Engine#1 Truckworx Turbo Ac...	3,496.52
Alabama Fire College Booksto...	94972	01/11/2024	Fire Investigator Textbook	83.00
Alabama Fire College Booksto...	94985	01/11/2024	Fire Investigator Textbook	166.00
Tuskaloosa Lawn Equipment L...	239501	01/11/2024	Mower Repair - St. 4	58.76
Northport Auto Supply Co. Inc.	100812250	01/11/2024	FD oil filters - Stock & Rescue 1	7.06
A T & T Mobility	287288439796X01062024	01/11/2024	287288439796	458.92
Atlas Welding Supply Co. Inc.	594990	01/11/2024	*BLANKET* Refill oxygen, misc...	77.97
WestMed Disposal Inc.	m9054	01/11/2024	Disposal of regulated medical...	150.00
Alabama Fire College Booksto...	95150	01/11/2024	AEMT books, uniforms, medic...	321.40
Amazon Capital Services	1G1X-RPL7-HTMG	01/11/2024	Toner cartridges and clipboar...	670.82
Galls LLC	026727266	01/11/2024	Tactical duty pants - Hemphill	90.00
Kelsey Taylor	INV0021310	01/11/2024	*AGENDA* Employee Reimbu...	60.00
Department 35 - Fire Total:				5,497.38
Department: 37 - Public Works				
Lowe's Home Centers Inc.	901124	01/11/2024	BLANKET for Community Even...	130.78
G & C Supply Co. Inc.	6921403	01/11/2024	5/16 Hex Bolts All thread	157.50
Lowe's Home Centers Inc.	901829	01/11/2024	BLANKET for Community Even...	62.60
Snider Tire Inc.	9843011	11/02/2023	Credit	-11.75
U.S. Postal Service	INV0021309	01/11/2024	Postage by Phone	2.31
Northport Auto Supply Co. Inc.	100807463	01/11/2024	PW Stock Brake lights	59.36
Northport Auto Supply Co. Inc.	100807550	01/11/2024	CREDIT	-57.60

Expense Approval Report

Payment Dates: 1/5/2024 - 1/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Northport Auto Supply Co. Inc.	100807956	01/11/2024	PW#1798 Garbage Truck head ..	22.12
Fred Robertson Wrecker Servi...	B44495-1	01/11/2024	tow fee for recycling truck #6...	225.00
Alabama Central Glass Inc	47540	01/11/2024	Shirley House Window Repair	11.00
Northport Auto Supply Co. Inc.	100809664	01/11/2024	CREDIT REC'D	50.80
Northport Auto Supply Co. Inc.	100809802	01/11/2024	Construction Generator Repair..	21.17
Northport Auto Supply Co. Inc.	100810108	01/11/2024	CREDIT	-50.80
Walmart	INV0021311	01/11/2024	popcorn butter & golf balls/pu...	37.40
Walmart	INV0021312	01/11/2024	popcorn butter & golf balls/pu...	205.43
Northport Auto Supply Co. Inc.	100811541	01/11/2024	light replacement for #4484	63.30
Ingram Equipment Company L...	W01267	01/11/2024	Replace Slide Blade	15,295.88
Ingram Equipment Company L...	W01267b	01/11/2024	Council Approved Repairs to ...	8,702.18
McFarland Ace Hardware	4113/2	01/11/2024	BLANKET-PW Propane for forkl..	13.26
Verizon	9952486518	01/11/2024	Acct 423469999-00001	535.90
Lowe's Home Centers Inc.	01680b	01/11/2024	Buckets and car wash soap	52.05
Lowe's Home Centers Inc.	01682b	01/11/2024	Tire foam	33.15
Northport Auto Supply Co. Inc.	100813328	01/11/2024	repair on backhoe #184	112.48
McFarland Ace Hardware	4141/2	01/11/2024	ROW & Construction Grabbers..	79.88
McFarland Ace Hardware	4141/2	01/11/2024	ROW & Construction Grabbers..	219.67
Snider Tire Inc.	9895162	01/11/2024	PW Stock Tires Trash KBoom T...	2,998.10
Northport Auto Supply Co. Inc.	100811865	01/11/2024	light replacement for #4484	31.98
Amason & Associates Inc	PW Reno Inv 1	01/11/2024	Public Works Building Addition..	137,987.50
Black Warrior Solid Waste	20240102-0229-10050	01/11/2024	34	22,206.08
G & C Supply Co. Inc.	6933606	01/11/2024	Yellow Lines & Yellow Roll	1,253.00
Snider Tire Inc.	9927546	01/11/2024	PW Stock Tires for Trash KBo...	2,274.00
Snider Tire Inc.	9927766	01/11/2024	PW Stock Tires 11R225	1,597.48
Lowe's Home Centers Inc.	74490	01/11/2024	Tire foam	13.26
Transportation South Inc.	87873P	01/11/2024	Stock brake drums for Trash &...	560.00
Transportation South Inc.	87873P	01/11/2024	Stock brake drums for Trash &...	560.00
Lowe's Home Centers Inc.	98808	01/11/2024	Paint, wood, blinds etc	321.54
Amazon Capital Services	1WYD-V1MY-J4MT	01/11/2024	Admin shirts & wall calendars	4.74
Amazon Capital Services	1WYD-V1MY-J4MT	01/11/2024	Admin shirts & wall calendars	33.15
Southland International Trucks..	03C I347083	01/11/2024	brake repair for #6379	1,758.60
Verizon	INV0021230	01/11/2024	Cell phone upgrade	29.99
Cintas	4179545694	01/11/2024	PAyer # 14353601	27.67
Department 37 - Public Works Total:				197,630.16

Department: 39 - Utilities

Ferguson Enterprises LLC	1500793	01/11/2024	Copper Tubing	540.00
Ferguson Enterprises LLC	1500793b	01/11/2024	Council Approved - 3/4" Copp...	432.00
Ferguson Enterprises LLC	1504182	01/11/2024	Blue Marking Paint	192.00
U.S. Postal Service	INV0021309	01/11/2024	Postage by Phone	20.09
U.S. Postal Service	INV0021309	01/11/2024	Postage by Phone	76.08
Univar Inc.	51651120	12/07/2023	Council Approved - Flouride fo...	9,126.00
U.S. Postal Service	INV0021308	01/11/2024	Postage by Phone	26.22
U.S. Postal Service	INV0021308	01/11/2024	Postage by Phone	55.05
City of Tuscaloosa Water & S...	10419054	01/11/2024	Raw Water	35,862.87
Ferguson Enterprises LLC	1512765	01/11/2024	6" Gateway Valve	944.08
Riverside Feed & Seed	INV0021233	01/11/2024	Blanket - Misc. Supplies	141.00
Southland International Trucks..	03CI346867	01/11/2024	sensor replacement on #9156	113.92
Northport Auto Supply Co. Inc.	100811870	01/11/2024	fuel injector pigtail connector ...	6.83
Verizon	9952486518	01/11/2024	Acct 423469999-00001	676.61
Tuscaloosa Tire & Service Cen...	N286053	01/11/2024	Tires for truck #5414	573.19
Parkson Corporation	AR1/51039107	01/11/2024	AGENDA (12/11/23) - Diffusers..	7,035.15
Xerox Corporation	IN2515077	01/11/2024	Per Copy Charge 11/29-12/28...	9.17
Xerox Corporation	IN2515077	01/11/2024	Per Copy Charge 11/29-12/28...	82.76
Xerox Corporation	IN2515077	01/11/2024	Per Copy Charge 11/29-12/28...	2.43
Alabama 811	1223040	01/11/2024	Blanket - Monthly Locate Fees	365.93
High Cotton	149687	01/11/2024	MONTHLY BILLING	10,127.96
Spectrum Business	229584701010124	01/11/2024	ACCT 229584701	70.36
Verizon	612000052860	01/11/2024	UT - GPS	467.75
Brion Hardin Construction Co. ...	15344	01/11/2024	Crane Service at Carrols Creek...	595.00

Expense Approval Report

Payment Dates: 1/5/2024 - 1/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Southeast Appraisals Inc.	23233	01/11/2024	Appraisal - Applewood Dr and...	4,500.00
Consolidated Pipe & Supply C...	9440011-000-000	01/11/2024	3" x 7" DI Wraps	181.50
Consolidated Pipe & Supply C...	9440012-000-000	01/11/2024	2" x 7" Repair Clamps	482.00
Southern Pipe & Supply	8829855-01	01/11/2024	2" Brass 45 Degree Bend	149.52
USA BlueBook	INV00237263	01/11/2024	50' Suspended Avocado Float ...	108.95
Empire Pipe and Supply Comp...	2135619	01/11/2024	5 1/4" x 1" Valve Box Risers	35.24
Empire Pipe and Supply Comp...	2135619	01/11/2024	5 1/4" x 2" Valve Box Risers	45.96
Empire Pipe and Supply Comp...	2135619	01/11/2024	5 1/4" x 3" Valve Box Risers	59.76
Empire Pipe and Supply Comp...	2135619	01/11/2024	5 1/4" x 6" Valve Box Risers	91.92
Cintas	4179246007	01/11/2024	Payer # 14385521	192.63
Alabama Power Company	INV0021317	01/11/2024	12626 Homeplace Rd Grand P...	152.32
Pace Analytical LLC	2435590017	01/11/2024	AGENDA (10/2/23) - Testing fo...	446.20
Lowe's Home Centers Inc.	74576	01/11/2024	Blanket - Misc. Supplies for A...	100.60
Regions Bank	INV0021237	01/11/2024	2021 A Warrants - January 20...	16,517.00
Regions Bank	INV0021238	01/11/2024	2021 A Warrants - January 20...	146,866.33
Regions Bank	INV0021240	01/11/2024	2016 WS Series - January 2024	23,804.17
Loader Services & Equipment ...	03-143737	01/11/2024	WW Bobcat #179 Fuel Sender...	588.20
Cintas	4179551402	01/11/2024	Payer # 14385564	80.38
Cintas	4179551827	01/11/2024	Payer # 14385434	384.59
Southern Pipe & Supply	8988931-00	01/11/2024	Hydrant Setter	207.93
Ander's Hardware Co. Inc.	N1225684	01/11/2024	Blanket - Misc. Supplies for W...	78.74
Mission Communications LLC	1083545	01/11/2024	Control Software for Jackson ...	1,250.00
Empire Pipe and Supply Comp...	2136046	01/11/2024	Council Approved - Water Me...	10,164.00
Brenntag MidSouth Inc.	BMS580001	01/11/2024	Council Approved - Sodium H...	10,166.57
Department 39 - Utilities Total:				284,196.96
Department: 45 - 2019 Additional Sales Tax				
Regions Bank	INV0021241	01/11/2024	2023 GF Series - January 2024	313,283.96
Department 45 - 2019 Additional Sales Tax Total:				313,283.96
Grand Total:				1,037,924.98

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	750,028.25
19 - GASOLINE EXCISE TAX FUND	3,699.77
50 - WATER & SEWER FUND	267,679.96
51 - WATER & SEWER DEVELOPMENT FEES FUND	16,517.00
Grand Total:	1,037,924.98

Account Summary

Account Number	Account Name	Payment Amount
01-10152	Accounts Receivable-AL...	18,997.14
01-13-100-50200	Travel & Training - Mayor	1,157.63
01-13-101-50245	Development Funds - Dis...	350.00
01-13-102-50245	Development Funds - Dis...	350.00
01-13-105-50245	Development Funds - Dis...	200.00
01-13-110-50105	Office Supplies	602.37
01-13-110-50312	Cell Phones	49.42
01-15-000-50100	Dues	1,750.00
01-15-000-50102	Postage	21.63
01-15-000-50226	Downtown Parking Lease	6,300.00
01-15-000-50250	Community Events	55.90
01-15-000-50312	Cell Phones	91.09
01-15-000-50371	Maintenance - Facilities	164.72
01-15-000-50501	Utilities - Power	415.24
01-15-000-50590	Utilities - Other	2.65
01-15-600-70008	Series 2016 Warrants	79,212.50
01-15-600-70010	Series 2021 B Warrants	48,505.29
01-16-000-50102	Postage	32.67
01-16-000-50312	Cell Phones	48.73
01-16-000-50420	Travel	120.86
01-16-000-50421	Lodging	299.28
01-17-000-50101	Subscriptions	88.95
01-17-000-50102	Postage	360.31
01-17-000-50312	Cell Phones	47.01
01-17-000-50373	Judicial Services - Court ...	2,625.00
01-17-000-50400	Training	500.00
01-17-000-50499	State & County Court Co...	30,802.93
01-22-000-50105	Office Supplies	244.37
01-22-000-50106	Office Equipment	783.61
01-22-000-50107	Office Furniture	1,190.91
01-22-000-50108	Equipment - Computers...	594.09
01-22-000-50111	Software - License & Ma...	1,078.46
01-22-000-50312	Cell Phones	732.34
01-22-000-50348	Utilities - Internet	6,060.73
01-25-000-50102	Postage	479.67
01-25-000-50112	Advertising	53.20
01-26-000-50102	Postage	141.93
01-28-000-50102	Postage - Admin	558.60
01-28-000-50105	Office Supplies	370.69
01-28-000-50312	Cell Phones	315.19
01-28-116-50104	Printing & Duplication - P..	71.95
01-28-116-50112	Advertising - Planning C...	329.00
01-32-000-50102	Postage	0.63
01-32-000-50105	Office Supplies	47.07
01-32-000-50312	Cell Phones	239.25
01-32-600-81003	MPO - Watermelon Road	2,599.15
01-33-000-50102	Postage	64.83
01-33-000-50275	Body Armor	759.00
01-33-000-50283	Uniforms	218.70

Account Summary

Account Number	Account Name	Payment Amount
01-33-000-50312	Cell Phones	2,461.70
01-33-000-50367	Maintenance & Repair - ...	1,988.21
01-33-000-50406	Communication System -...	17,539.75
01-35-210-50105	Office Supplies	670.82
01-35-210-50211	Professional Medical Ser...	150.00
01-35-210-50283	Uniforms	90.00
01-35-210-50312	Cell Phones	458.92
01-35-210-50364	Lawn Care Supplies	58.76
01-35-210-50402	Training - Departmental	630.40
01-35-210-50410	Maintenance & Repair - ...	3,199.68
01-35-210-50411	Maintenance & Repair - ...	160.83
01-35-221-50242	Medical Supplies - Engin...	77.97
01-37-310-50102	Postage	2.31
01-37-310-50105	Office Supplies	4.74
01-37-310-50261	Contract Shirts & Pants	27.67
01-37-310-50289	Non-Uniform Shirts and ...	33.15
01-37-310-50312	Cell Phones	565.89
01-37-310-50377	Supplies & Equipment - ...	46.41
01-37-310-50451	Solid Waste Authority C...	22,206.08
01-37-311-50387	Supplies - Community Ev...	436.21
01-37-312-50221	Hand Tools - Construction	79.88
01-37-312-50234	Supplies - Construction	13.26
01-37-313-50234	Supplies - Garbage	52.05
01-37-315-50221	Hand Tools - Rights of W...	219.67
01-37-316-50234	Supplies - Shop	59.36
01-37-318-50360	Maintenance - Public W...	321.54
01-37-320-50360	Maintenance - Garbage ...	2,157.48
01-37-320-50380	Repairs - Garbage Trucks	24,020.18
01-37-321-50380	Repairs - Heavy Equipm...	112.48
01-37-323-50360	Maintenance - Trash Tru...	5,820.35
01-37-323-50380	Repairs - Trash Trucks	37.68
01-37-326-50380	Repairs - Mowers & Light..	21.17
01-37-328-50234	Supplies - Traffic	1,410.50
01-37-330-50360	Maintenance - Shirley Pl...	11.00
01-37-331-50380	Repairs - Recycling Trucks	1,983.60
01-37-600-80006	Public Works Building R...	137,987.50
01-40000	Business License	1,492.40
01-40001	City Sales Taxes	50.00
01-45-000-54007	Series 2023 Warrants	313,283.96
19-32-000-60062	Resurfacing Projects - City	3,699.77
50-39-510-50102	Postage	46.31
50-39-510-50106	Office Equipment	9.17
50-39-510-50261	Contract Shirts and Pants	657.60
50-39-510-50305	Contract Services	365.93
50-39-510-50312	Cell Phones	676.61
50-39-510-50376	Service Contracts	467.75
50-39-510-50385	Raw Water Purchases	35,862.87
50-39-510-50394	Repairs - Heavy Equipm...	708.95
50-39-510-50396	Repairs - Vehicles	573.19
50-39-510-50473	Inventory Supplies	100.60
50-39-510-50500	Utilities - Power	152.32
50-39-510-50590	Utilities - Other	70.36
50-39-511-50102	Postage	131.13
50-39-511-50106	Office Equipment	82.76
50-39-511-50470	Billing Services	10,127.96
50-39-512-50106	Office Equipment	2.43
50-39-512-50300	Chemicals	9,126.00
50-39-512-50360	Maintenance	78.74

Account Summary

Account Number	Account Name	Payment Amount
50-39-512-50454	Testing & Professional S...	446.20
50-39-513-50300	Chemicals	10,166.57
50-39-513-50336	Repairs	7,035.15
50-39-513-50360	Maintenance	108.95
50-39-514-50431	Construction & Repair S...	2,721.98
50-39-514-50473	Inventory Supplies	780.93
50-39-514-50477	Water Meters	10,164.00
50-39-515-50457	System & Infrastructure...	595.00
50-39-600-70008	Series 2016 Warrants	23,804.17
50-39-600-70010	Series 2021 A Warrants	146,866.33
50-39-600-81406	Jackson Water Tank Reh...	1,250.00
50-39-600-81701	Applewood Drive Project	4,500.00
51-39-600-70010	Series 2021 A Warrants	16,517.00
Grand Total:		1,037,924.98

Project Account Summary

Project Account Key	Payment Amount
None	1,037,924.98
Grand Total:	1,037,924.98



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: January 23, 2024

SUBJECT: Employee Reimbursement for purchase of Platinum Planner for AEMT school for Kelsey Taylor \$60.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This is a Purchase Order request for an employee reimbursement for the purchasing of the Platinum Planner phone application to be used while in AEMT school at Alabama Fire College for employee Kelsey Taylor. Platinum Planner is a required material needed for AEMT school and the cost is \$60.00.

Recommendation:

Approve this PO Request

Funding Source/GL Code:

GL Code No. 01-35-210-50402 Amount: \$60.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$60.00.

Cody Kornegay

From: Kelsey Taylor
Sent: Tuesday, January 9, 2024 8:14 AM
To: Cody Kornegay; Roger Potter
Subject: Fwd: Platinum Planner Messaging: Platinum Planner - Student Receipt

Receipt for reimbursement for AEMT platinum planner.

Get [Outlook for iOS](#)

From: Kelsey Taylor <kelsot69@yahoo.com>
Sent: Tuesday, January 9, 2024 8:12 AM
To: Kelsey Taylor <ktaylor@cityofnorthport.org>
Subject: Fwd: Platinum Planner Messaging: Platinum Planner - Student Receipt

Sent from my iPhone

Begin forwarded message:

From: Platinum Planner <donotreply@platinumed.com>
Date: January 9, 2024 at 8:10:32 AM CST
To: kelsot69@yahoo.com
Subject: Platinum Planner Messaging: Platinum Planner - Student Receipt



Student Payment Receipt For Platinum Planner - Full Access

EMSTESTINGPLATINUMPLANNER PLATINUMTESTS

Billed To:
Kelsey Taylor

Date	Description	Amount
01/09/2024	CreditCard	\$60.00
Total		\$60.00

NOTE: Credit card purchases will appear on your statement as **Platinum Educational Group**.

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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: January 23, 2024

SUBJECT: PO Requisition - Laptops for new PD Vehicles - \$23,390.00

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 Dell Technologies in the amount of \$23,390.00 is for ten (10) 14" rugged laptops for new PD Vehicles.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-33-600-80000 Amount: \$23,390.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$23,390.00 to Dell Technologies.

Contract Name : OMNIA-National Cooperative Purchasing Alliance (NCPA)

Contract Code : C000001019611

Customer Agreement Number : NCPA 01-143

Items (10) : \$23,390.00
Total : \$23,390.00

Items



14 inch rugged
Estimated Delivery
Free Standard Delivery to 78664
Get it by Friday, February 02 2024

Quantity Unit Price
10 \$2,339.00

Discount Unit Price:
\$2,339.00

Items (10)
\$23,390.00
Item Total:
\$23,390.00

Catalog Number :
84/rcrc1529203-7646173

Category	Description	Code	SKU	ID
Base	Latitude 5430 Rgd, XCTO	G3VZ8JS	[210-BCFW]	1
Processor	11th Gen Intel® Core™ i5-1135G7 (8 MB cache, 4 cores, 8 threads, up to 3.80 GHz Turbo, 28 W)	GZ6I7DP	[379-BERT]	146
Operating System	Windows 11 Pro, English, French, Spanish	G0Y1P9E	[619-AQLP]	11
Office Productivity Software	No Microsoft Office License Included - 30 day Trial Offer Only	GC70FJV	[658-BCSB]	1002
Base Options	11th Gen Intel® Core™ i5-1135G7 (8 MB cache, 4 cores, 8 threads)	GF76JIN	[338-CCRK]	149
Systems Management	ME Lockout MOD - Manageability	G9FVJ6U	[631-ADED]	49
Memory	32 GB: 2 x 16 GB, DDR4, 3200 MT/s	GVNK5OQ	[370-AGTG]	3
Storage	256 GB, M.2, PCIe NVMe, SSD, Class 35	G6DHVL1	[400-BMSB]	8
LCD	14", FHD 1920x1080, 60Hz, WVA, Touch, Anti-Glare, 1100 nit, 100% sRGB, Outdoor-viewable	G6NDEXI	[391-BGGI]	760
Keyboard	English US RGB Backlit Sealed Internal keyboard	GS4ADVL	[583-BILF]	4
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Driver	Intel AX210 WLAN Driver	G5MSY4Q	[555-BHCC]	7
Wireless	Intel® AX210, 2x2, 802.11ax, Bluetooth® wireless card	GI3D0B5	[555-BHCH]	19
Mobile Broadband	No Mobile Broadband Card	GR957IY	[556-BBCD]	114
Primary Battery	3 Cell, 53.5 Wh, ExpressCharge™ Capable	GUASJ5V	[451-BCWC] [389-ECGC]	112
Power Supply	65W Type-C EPEAT Adapter	G35S0FA	[492-BCXP]	1015
PalmRest	No Fingerprint, no Smartcard reader	G3X4W9J	[346-BHQB]	55
Security Software and PC Protection	No anti-virus software	GD4K19S	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Cable	E4 Power Cord 1M for US	G7XRU8M	[537-BBBL]	20
Placemat	Setup and Features Guide	GLPMFC4	[340-CXCE]	60
Carrying Cases	No Carrying Case	G3WKG0Y	[460-BBEX]	118
Second Battery	Dummy Airbay Cover	G81Z6SD	[325-BEIV]	113
Resource Media	No Resource USB Media	G5KFAU6	[430-XXYG]	50
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
ENERGY STAR	ENERGY STAR Qualified	GFSJ2Q8	[387-BBPC]	122
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Non-Microsoft Application Software	Dell Applications for Windows 11	GYK5F90	[658-BFIP]	1003

Packaging	Mix Ship, Notebook, 5430 Rugged	GTC3KQ1	[340-CYJC]	465
Processor Branding	Intel® Core™ i5 non-vPro Processor Label	G7PMQZT	[389-DXDU]	749
Transportation	Standard Shipment (VS)	G1IR983	[800-BBQK]	200080
Support Tech Sheet and Powercord	No UPC Label	G8WGTYN	[389-BCGW]	292
EPEAT 2018	EPEAT 2018 Registered (Silver)	GTZOE2H	[379-BD0]	200331
Camera	Microphone +RGB HD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	GPDQFA8	[319-BBHV]	379
GPS	No Option Included	GKGSY4C	[340-ACQQ]	1409
Windows AutoPilot	No AutoPilot	GYE02AP	[340-CKSZ]	291
Rear Expansion Port	Additional USB-A rear port	GIZW7X1	[590-TFHR]	698
Right Side Expansion Port	Additional TBT/Type-C port	G7TB09C	[325-BEJZ]	289
Handle	Rigid handle	G5GV10W	[750-ADPK]	200503
Hardware Support Services	5Y ProSupport Plus with ProSupport and AD and KYHD and Service Account Mgr	PPN5	[808-6796] [808-6797] [808-6827] [808-6845] [975-3461] [997-8367] [808-6805] [808-6826]	29

Free Standard Delivery to 78664

Subtotal (10) : **\$23,390.00**
Total : **\$23,390.00**

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