NORTHPORT CITY COUNCIL MEETING
MONDAY, MARCH 4, 2024
5:30 PM

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **PRESENTATIONS**
    a. The Grand Event - March 2024 Business of the Month
6. **APPROVAL OF THE AGENDA**
7. **VISITORS TO ADDRESS THE COUNCIL**
8. **UNFINISHED BUSINESS**
    a. <u>Ordinances and Resolutions of a Permanent Nature</u>
9. **NEW BUSINESS**
    a. <u>Ordinances and Resolutions of a Permanent Nature</u>
        1. Ordinance Adopting Water & Sewer Projects - Darren McGee

    b. <u>Resolutions of a Temporary Nature</u>
        1. Resolution Authorizing the Mayor to Execute an Agreement with the State of Alabama through the Alabama Department of Transportation for the 5th Street Improvements Project - Tera Tubbs
        2. Resolution Authorizing the City Administrator to Enter into an Exclusive Dealings Agreement with Northport Sports Complex Development, LLC - Tera Tubbs
        3. Resolution for the Allocation of 2024 Northport First Funds and Reallocation of 2022 Northport First Funds - Darren McGee
        4. Resolution Authorizing the City Administrator to Enter into an Agreement with Schoel Engineering Company, Inc. for Consulting Services for the Tater Hill Creek Letter of Map Revision - Tera Tubbs

    c. <u>Consent Agenda</u>
        1. Minutes, February 19, 2024, Regular Meeting - Glenda Webb
        2. Bill Listing - Glenda Webb
        3. Purchase Requisition for new kitchen cabinets at Fire Station #4, $9,318.90 - Chief Bart Marshall
        4. Purchase Requisition, Replace 2 HVAC Rooftop Units, P&C Southern Solutions, $22,192.28 - Brooke Starnes
        5. Purchase Requisition for Kitchen Cabinets Fire Station #1, $13,106.00 - Chief Bart Marshall
        6. Purchase Requisition - 2024 Bridge Inspection Invoice - $16,900.00 - Tera Tubbs
        7. Purchase Requisition, Pavement patch for Sinkhole at 3420 Highway 69, Central Alabama Asphalt & Construction Company, LLC, $6,000.00 - Brooke Starnes
        8. Purchase Requisition, Public Works Department Employee Uniforms, Ervin's Workwear & Boots, $18,022.10 - Brooke Starnes
        9. Purchase Requisition - Replacement Pump for Carrol's Creek Pump Station, Hydra Service, Inc., $34,500.00 - John Webb
        10. Purchase Requisition - Wastewater Grade IC Certification Training, Water Girl Consulting, $7,500.00 - John Webb
        11. Purchase Requisition, Downtown Wi-Fi Project power to access points, AllStar Service Pros, $8,876.00 - Scott Murphy
        12. Purchase Requisition - Annual Vertiv Corporation Contract - $5,548.00 - Gerald Burton

13. Purchase Requisition - installation of radios and cradlepoints in new Explorers - $6,000.00 - Gerald Burton

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

- **a. Engineering**
- **b. Legal Department**
- **c. Planning Inspections Department**
- **d. Police Department**
    1. Bravo Investements LLC - ABC License - Gerald Burton

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: March 4, 2024
SUBJECT: Ordinance Adopting Water & Sewer Projects

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

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

Summary:
This Ordinance is for three Water & Sewer projects that are critical for current and future development of the City. The projects include Highway 82 Pump Station, WWTP Outfall Enhancement to the Black Warrior, and Applewood Drive. Funding sources have been identified for each project. The Finance Committee approved these projects at the February 19, 2024 meeting.

Recommendation:
Approve the attached Ordinance adopting the three proposed Water & Sewer Projects

Funding Source/GL Code:
GL Code No. Amount: $13,050,000.00

Motion for Consideration:
I move to adopt the Ordinance adopting these proposed Water & Sewer projects.

ORDINANCE NO. 24-

ORDINANCE ADOPTING WATER & SEWER PROJECTS

WHEREAS, The City recognizes the need for current and future critical Water & Sewer projects to be completed; and,

WHEREAS, as recommended by the Finance Committee, the City wishes to move forward with three projects; and,

WHEREAS, funding sources have been identified for each project; and,

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

1. Highway 82 Pump Station has a total projected cost just under $8.9 million and the City has been awarded a grand of $3.5 million. The remaining $5.3 million will be paid from SRF low interest loans.
2. Waste Water Treatment Plant Outfall Enhancement to the Black Warrior has a total projected cost just under $3.7 million and will be paid for from City funding.
3. Applewood Drive has a total projected cost of $450,000 and will be paid for from City funding.

ORDAINED this the 4th day of **MARCH 2024**.

THE CITY COUNCIL OF THE
CITY OF NORTHPORT

BY:______________________
Jeff Hogg, Its President

ATTEST:

____
Glenda D. Webb
City Administrator-Clerk

Reading: March 4, 2024
Motion By:
Second By:

W&S PROJECT APPROVAL REQUEST

The following three projects are submitted for your review and approval of the projected total project costs. Funding sources have been identified for each. These are critical projects for current and future development of the City.

1- **Highway 82 Pump Station**

   The total projected cost of this project is just under $8.9 million. We have been awarded a grant of $3.5 million. The remaining $5.3 million will be paid from SRF low interest loans.

2- **WWTP Outfall Enhancement to Black Warrior**

   The total projected cost of this project is just under $3.7 million. We will pay for this project from City funding.

3- **Applewood Drive**

   The total projected cost of this project is $450,000. We will pay for this project from City funding.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.1.
MEETING DATE: March 4, 2024
SUBJECT: Resolution Authorizing the Mayor to Execute an Agreement with the State of Alabama through the Alabama Department of Transportation for the 5th Street Improvements Project

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

Prepared By: Savannah Nelson **Approved By: Tera Tubbs**

Summary:
The City of Northport has been approved to move forward with the local public agency program for the 5th Street Improvements project. Project improvements will include resurfacing, bridge improvements, intersection improvements, and a shared-use path along 5th Street from Main Avenue to Northport City limits. Federal funds in the amount of $5,877,732.85 will be applied to this project; $1,469,433.21 in local funds will be applied.

Recommendation:
I recommend that this request be approved.

Funding Source/GL Code:
GL Code No. Northport First Amount: $1,469,433.21

Motion for Consideration:
I move that the City Council authorize the Mayor to execute an agreement with the State of Alabama through the Alabama Department of Transportation for the 5th Street Improvements project.

RESOLUTION NO. 24 -

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE STATE OF ALABAMA THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION FOR THE 5TH STREET IMPROVEMENTS PROJECT

WHEREAS, the City of Northport submitted a local public agency application to the Alabama Department of Transportation for the 5th Street Improvements project; and,

WHEREAS, the City of Northport has been approved for the local public agency program and up to $5,877,732.85 in federal funds unless otherwise approved; and,

WHEREAS, the City of Northport is responsible for the remainder of project costs, currently calculated to be $1,469,433.21, and any ineligible project costs or costs that exceed federal funding.

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

1. That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

   Resurfacing, bridge improvements, intersection improvements, and shared use path along CR-30 (5th St.) from the Northport city limits to Main Ave.; Project# STPSU-6324( ); CPMS Ref# 100076231, 100078262, and 100076233.

2. Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

RESOLVED AND DONE THIS 4th DAY OF March 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST: **BY:** ______________________________

Jeff Hogg, Its President

____

Glenda D. Webb
City Administrator

Reading: March 4, 2024
Motion:
Second:

PRELIMINARY ENGINEERING,
RIGHT-OF-WAY,
AND
CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT

BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF NORTHPORT
Tuscaloosa County

Project No. STPSU-6324(   )
CPMS Ref# 100076231, 100078262, & 100076233

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of (?) , Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the resurfacing, bridge improvements, intersection improvements, and shared use path along CR-30 (5^{th} St.) from the Northport city limits to Main Ave.; Project# STPSU-6324(   ); CPMS Ref# 100076231, 100078262, and 100076233.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to $5,877,732.85 Federal funds unless the Tuscaloosa Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Tuscaloosa Area sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the CITY from CITY funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Tuscaloosa Area Dedicated)	$ 420,160.00
City Funds	$ 105,040.00

TOTAL (Incl Indirect Cost)	$ 525,200.00

RIGHT-OF-WAY

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Tuscaloosa Area Dedicated)	$ 450,844.80
City Funds	$ 112,711.20

TOTAL (Incl Indirect Cost)	$ 563,556.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Tuscaloosa Area Dedicated)	$ 5,006,728.05
City Funds	$ 1,251,682.01

TOTAL (Incl CE&I & Indirect Cost)	$ 6,258,410.06

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.

C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.

B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.

C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Northport, Alabama

By: _______________________________ **By: ___________________________________**

City Clerk (Signature) **As Mayor (Signature)**

_______________________________ **______________________________**

Type Name of Clerk **Type Name of Mayor**

(AFFIX SEAL)

This contract has been legally reviewed and approved as to form.

By: _____________________________

Legal Counsel for

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

_____________________________ **_________________________________**

Wallace McAdory III, P.E. **Bradley B. Lindsey, P.E.**

West Central Region Engineer **State Local Transportation Engineer**

____

Edward N. Austin, P. E.

Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH

THE ALABAMA DEPARTMENT OF TRANSPORTATION

____

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS ______DAY OF ________________, 20______.

____

KAY IVEY

GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER________________________

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

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Resurfacing, bridge improvements, intersection improvements, and shared use path along CR-30 (5th St.) from the Northport city limits to Main Ave.; Project# STPSU-6324( ); CPMS Ref# 100076231, 100078262, and 100076233.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Northport, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the __________day of __________________, 20____ , and that such resolution is on file in the City Clerk's Office.

ATTESTED:

_________________________________ _________________________________

City Clerk Mayor

_______day of ______________________, 20_______, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_________day of ____________________, 20_______ .

____

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **<u>Sanctions for Noncompliance</u>**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **<u>Incorporation of Provisions</u>**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **<u>Equal Employment Opportunity</u>** – The following equal employment opportunity requirements apply to the underlying contract:

1. <u>Race, Color, Creed, National Origin, Sex</u> – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL: ______________________
BUREAU CHIEF/REGION ENGINEER

APPROVAL: ______________________
CHIEF ENGINEER

APPROVAL: ______________________ NOVEMBER 1, 2017
TRANSPORTATION DIRECTOR **DATE**

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.2.
MEETING DATE: March 4, 2024
SUBJECT: Resolution Authorizing the City Administrator to Enter into an Exclusive Dealings Agreement with Northport Sports Complex Development, LLC

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

Prepared By: Savannah Nelson **Approved By: Tera Tubbs**

Summary:
The City of Northport issued a request for proposals for the development, management, operations, and maintenance of a mixed-use development as well as the management, operations and maintenance of recreation spaces within the City of Northport's Sports Complex at Northport Shore.

Recommendation:
I recommend that this request be approved.

Funding Source/GL Code:
N/A

Motion for Consideration:
I move that the City Council authorize the City Administrator to enter into an exclusive dealings agreement with Northport Sports Complex Development, LLC for the development, management, operations and maintenance of Northport Shore.

RESOLUTION NO. 24 -

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN EXCLUSIVE DEALINGS AGREEMENT WITH NORTHPORT SPORTS COMPLEX DEVELOPMENT, LLC

WHEREAS, the City of Northport issued a request for proposals for the development, management, operations and maintenance of a mixed-used development as well as the management, operations and maintenance of recreation spaces within the City of Northport's Sports Complex at Northport Shore; and,

WHEREAS, a designated selection committee reviewed proposals and conducted interviews on all respondents; and,

WHEREAS, the selection committee unanimously recommended Northport Sports Complex Development, LLC.

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

That the City Administrator is authorized to enter into an exclusive dealings agreement with Northport Sports Complex Development, LLC for the development, management, operations and maintenance of a mixed-used development as well as the management, operations and maintenance of recreation spaces within the City of Northport's Sports Complex at Northport Shore.

RESOLVED AND DONE THIS 4th DAY OF March 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

BY: ____________________________

Jeff Hogg, Its President

____

Glenda D. Webb
City Administrator

Reading: March 4, 2024
Motion:
Second:

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.3.
MEETING DATE: March 4, 2024
SUBJECT: Resolution for the Allocation of 2024 Northport First Funds and Reallocation of 2022 Northport First Funds

Unfinished Business:	New Business: X	Consent Agenda:
Public Hearing:	First Reading:	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 $55,000.00 for sinkhole repairs. This resolution is also for the reallocation of 2022 Northport First Funds in the amount of $127,000.00 from grant match to drainage study.

Recommendation:
Approve the resolution

Funding Source/GL Code:
GL Code No. Various Amount: $182,000

Motion for Consideration:
I move the adoption of the resolution approving the proposed allocation of 2024 Northport First Funds and the proposed reallocation of 2022 Northport First Funds.

RESOLUTION NO. 24 -

RESOLUTION ALLOCATING 2024 NORTHPORT FIRST FUNDS AND REALLOCATING 2022 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.

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

1. That the City designates $55,000.00 of unallocated 2024 Northport First Funds to sinkhole repair.
2. That the City designates $127,000.00 of 2022 Northport First Funds be reallocated from grant match to drainage study.
3. This resolution shall become effective immediately.

RESOLVED AND DONE THIS 4th day of MARCH 2024

CITY COUNCIL OF THE
CITY OF NORTHPORT

____

Jeff Hogg, Its President

ATTESTED:

____

Glenda D. Webb, City Administrator

Reading: March 4, 2024
Motion By:
Second By:

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.4.
MEETING DATE: March 4, 2024
SUBJECT: Resolution Authorizing the City Administrator to Enter into an Agreement with Schoel Engineering Company, Inc. for Consulting Services for the Tater Hill Creek Letter of Map Revision

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

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

Summary:
The Engineering department is requesting that the City Council authorize the City Administrator to enter into an agreement with Schoel Engineering Company, Inc. for consulting services for the Tater Hill Creek Letter of Map Revision. The total cost for consulting services is $127,000.00. Documentation is attached.

Recommendation:
I recommend that this request be approved.

Funding Source/GL Code:
GL Code No. 01-45-000-54308 Amount: $127,000.00

Motion for Consideration:
I move that the City Council authorize the City Administrator to enter into an agreement with Schoel Engineering Company, Inc. for consulting services for the Tater Hill Creek Letter of Map Revision by approval of the attached Resolution.

RESOLUTION NO. 24-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH SCHOEL ENGINEERING COMPANY, INC. FOR CONSULTING SERVICES FOR THE TATER HILL CREEK LETTER OF MAP REVISION

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to enter into an agreement with Schoel Engineering Company, Inc. for consulting services for the Tater Hill Creek Letter of Map Revision; and

WHEREAS, the total cost of the consulting services is $127,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to execute an agreement with Schoel Engineering Company, Inc. for consulting services for the Tater Hill Creek Letter of Map Revision. The total cost of the consulting services is $127,000.00. The City Administrator is authorized to approve all requisitions for this project.

RESOLVED AND DONE THIS 4th DAY OF MARCH 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

BY: ____________________________
Jeff Hogg, Its President

____
Glenda D. Webb
City Administrator

Reading: March 4, 2024
Motion:
Second:

February 7, 2024

City of Northport
3500 McFarland Boulevard
Northport, AL 35476

Attention: Mrs. Tera Tubbs, PE, City Engineer

Project Reference: Tater Hill Creek Letter of Map Revision
Northport , Alabama

Dear Mrs. Tubbs:

We appreciate the opportunity to offer this proposal for Consulting Services for the proposed Tater Hill Creek Letter of Map Revision in Northport , Alabama.

We recognize that you have a choice in selecting your consultants and thank you for considering Schoel. Schoel places a strong emphasis on collaboration and interdisciplinary design. We are enthusiastic about the opportunity to work with your development and design teams.

Enclosed you will find our proposal. Please contact us with any questions or if further discussion is needed.

We appreciate the opportunity to work with City of Northport.

Sincerely,

SCHOEL ENGINEERING CO., INC.

Mark Simpson, P.E., CFM

Established 1888
SCHOEL ENGINEERING COMPANY, INC.
3600 Watermelon Road, Suite 202 | 205-323-6166
Northport, Alabama 35473 | schoel.com

Agreement for Consulting Services

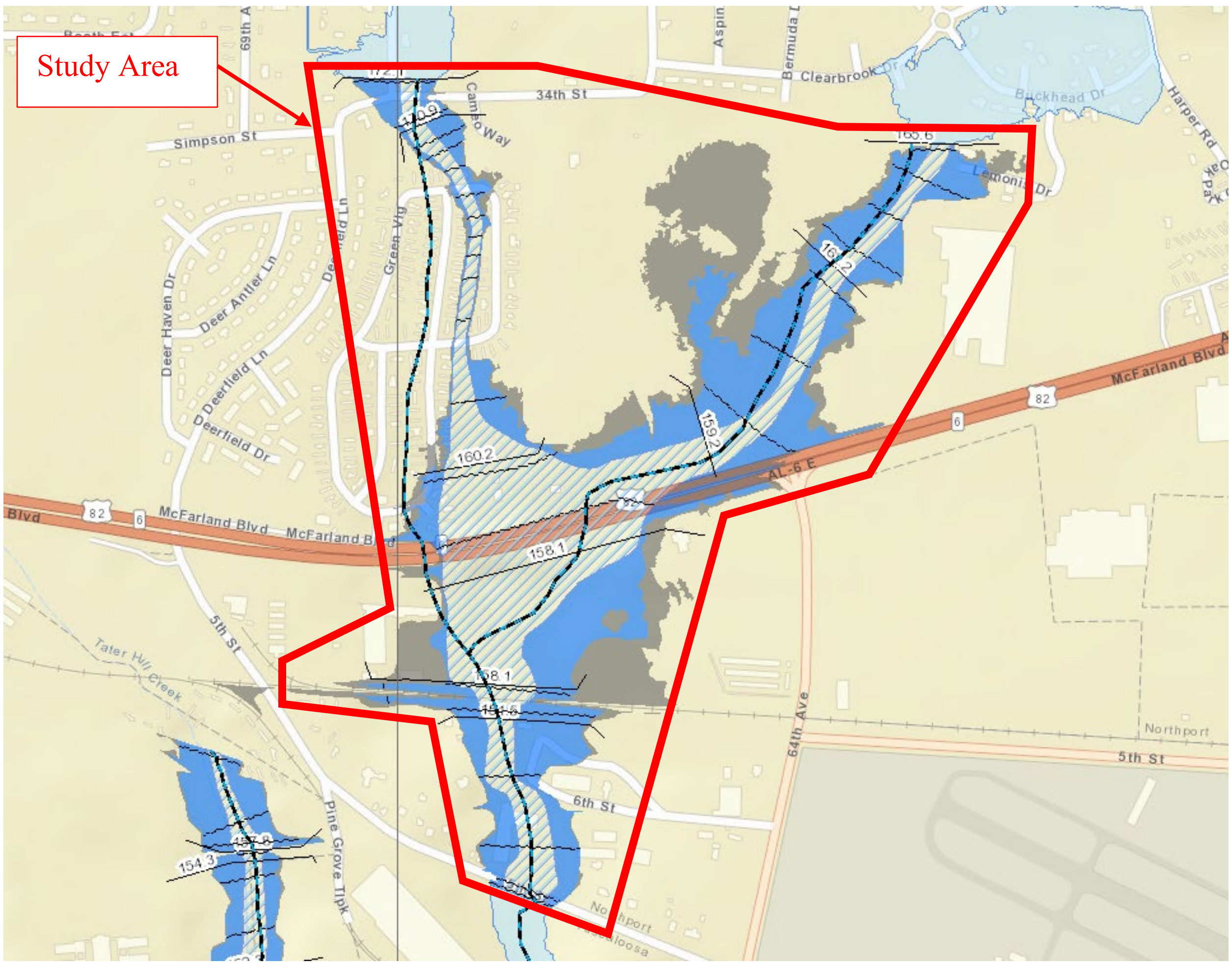
Tater Hill Creek Letter of Map Revision

February 7, 2024

This **AGREEMENT**, entered into by and between **City of Northport,** hereinafter referred to as the **Client**, and **Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant**, is for Consulting Services associated with a Letter of Map Revision on Tater Hill Creek in Northport , Alabama.

PROJECT OVERVIEW

The effective FEMA Flood Insurance Study for Tater Hill Creek and Tater Hill Creek Tributary 1 was completed in 1976 using a now obsolete model (USGS E-431). New topography is available and modeling methodologies have changed since the prior study. The Client is requesting a Letter of Map Revision application be prepared and submitted to FEMA to revise the Flood Insurance Study and Flood Insurance Rate Maps to reflect the current conditions along Tater Hill Creek and Tributary 1. The Consultant will leverage and expand upon Letter of Map Revision work currently in progress between Highway 82 and the railroad to the south. The limit of the revisions will extend from 5th Street to a location upstream to FEMA "F" on Tater Hill Creek and FEMA "C" on Tater Hill Creek Tributary 1. The detailed scope of work is as follows.



PROPOSED SCOPE & SERVICES

1. FIELD SURVEY

In order to accurately model Tater Hill Creek and Tributary 1, field survey data will be collected for use in the modeling efforts. The Consultant will collect detailed survey information for the bridge and culvert structures within the study area, in addition to intermediate cross sections.

The field surveying work will follow the data collection routine described below. Cross sections upstream and downstream of the bridges and/or culverts will be collected for each structure. The extent of the survey for the upstream and downstream cross sections includes the channel up to the top of bank and then at least 2 overbank points beyond top of bank on both sides of the channel (approximately 50 feet beyond top of bank). Along the length of each of the bridge/culvert structures, a profile of the top of road will be surveyed. Additional structure elevation and distance data will be collected for each structure. Each structure will be photographed to support the incorporation of the structure into the model.

Lump Sum Fee: $ 50,600
(Survey work to be performed by Subconsultant: Duncan Coker Associates-Tuscaloosa Alabama)

2. HYDROLOGIC AND HYDRAULIC MODELING

The Consultant will develop new hydraulic models for Tater Hill Creek and Tater Hill Creek Tributary 1 to determine new base flood elevations, floodway elevations and floodplain and floodway extent. The study area will include the downstream and upstream limits of the current effective detailed study reach of both streams. The Consultant will calculate flows using the USGS Regression Equations. If the calculated flows meet certain FEMA criteria that would allow the use of the new flows, then the Consultant will revise the flows. Otherwise, the effective flows will be used. The Consultant will utilize the surveyed cross section and structure information obtained in Scope Item 1 in combination with aerial LiDAR data to develop a HEC-RAS hydraulic model and determine base flood (1% Annual Chance) elevations for each stream. The floodway for the revised model will be optimized to reduce the floodway extent through the study area. Upon completion of this task, the Consultant will present the revised floodway and floodplain boundaries to the Client for review prior to proceeding with a Letter of Map Revision scope. This work includes the following tasks:

- Develop flows for input in the hydraulic models (Tater Hill Creek and Tater Hill Creek Trib 1)
- Develop a HEC-RAS hydraulic model for the study streams in accordance with FEMA methodology
- Prepare study supporting exhibits
- Meet with Client to review study, if requested

Lump Sum Fee: $34,400

3. LETTER OF MAP REVISION

The Consultant will prepare and submit a Letter of Map Revision (LOMR) request to FEMA to revise the effective Flood Insurance Study and Flood Insurance Rate Maps for the Tater Hill Creek project area. The Consultant will utilize the models previously developed in Scope Item 2 for this task and make any final revisions necessary for the submission to FEMA. The Consultant will supply the necessary computer models, documentation and exhibits for submission to FEMA. There is no FEMA review fee if the LOMR is based solely on submission of more detailed data. If, however, FEMA does require a review fee, this will be provided by the Client. The detailed scope is as follows:.

- Finalize the existing conditions model for the project reach.
- Map the existing 100-yr and 500-yr floodplain and floodway
- Preparation of the topographic working map and annotated FIRM exhibits
- Prepare report detailing the project and model revisions, and other supporting study documentation
- Prepare structure documentation based on field survey data collected in Scope Item 1
- Complete the application documentation required by FEMA
- Coordinate with the Client, as local Floodplain Administrator, to review the LOMR request and obtain a signature on the appropriate FEMA form to be included in the LOMR submittal.

Lump Sum Fee: $35,500

4. FEMA LOMR APPROVAL ADMINISTRATION

In this scope, the Consultant will provide support services to assist FEMA in the review of the LOMR application. This may include, but not limited to, email, phone conversations, model revisions, and map exhibit revisions. Once the FEMA review has been completed, the Consultant will coordinate notification of affected property owners as part of the Lump Sum Fee.

Hourly, Not to Exceed: $6,500

FEE SUMMARY

SCOPE ITEM	Proposed Fee	Fee Type
FIELD SURVEY	$50,600	Lump Sum Fee
HYDROLOGIC AND HYDRAULIC MODELING	$34,400	Lump Sum Fee
LETTER OF MAP REVISION	$35,500	Lump Sum Fee
FEMA LOMR APPROVAL ADMINISTRATION	$6,500	Hourly Estimate
TOTAL	$127,000	plus reimbursables

*Plus, any hourly phases and reimbursables. These will be billed per the Schedule of Unit Rates.

NOT INCLUDED IN SCOPE OF WORK

The following items are not included in the scope or fee provided. If any of these services are requested, an additional services proposal can be provided.

1. ADEM Stormwater Permit Compliance Activities
2. Corps of Engineers related work
3. Threatened or Endangered Species studies

PAYMENT TERMS

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees, and will be based on time and materials at the attached schedule of unit rates for Hourly Estimates and Not to Exceed agreements. Payments are due within thirty (30) days of invoice date. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from date of invoice, the amounts may include a late charge of 1½ % per month, calculated from said thirtieth (30^{th}) day. Should Consultant incur attorney's fees for collection of payment, the amount owed to Consultant shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2024

Senior Principal	$ 350.00 per hour
Principal	$ 230.00 per hour
Department Manager / Chief Land Surveyor	$ 210.00 per hour
Survey Field Crew	$ 205.00 per hour
Senior Project Manager	$ 200.00 per hour
Project Manager	$ 185.00 per hour
Senior Professional	$ 175.00 per hour
Construction Administration Manager	$ 150.00 per hour
Project Professional	$ 140.00 per hour
Staff Professional	$ 130.00 per hour
Senior Designer / Drafter / Specialist	$ 130.00 per hour
Designer 2 / Drafter 2 / Specialist 2	$ 120.00 per hour
Designer 1 / Drafter 1 / Specialist 1	$ 105.00 per hour
Administrative / Technical Support	$ 95.00 per hour

Printing and other reimbursable expenses will be charged at cost plus 15% and are not included in the fee basis described above. Lodging and Meals and Incidentals (M&IE) will be billed according to Government Services Administration (GSA) rates. Sub-consultant invoices billed as reimbursables will be invoiced to the client at a rate of 115% of the invoice amount

GENERAL TERMS AND CONDITIONS

1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. No other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

2) The Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses of damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or $50,000.00, whichever is greater. The Consultant's liability shall expire one (1) year from the completion date of the provision of services for each phase of the work.

3) The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation costs on a one-year interval from the date of this proposal.

4) All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located, and if the parties cannot agree on a mediator then one shall be appointed by the American Arbitration Association (AAA). Parties agree to split cost of mediation 50-50.

5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services.

6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

7) Consultant shall secure and maintain insurance as required by law or statutory requirements which will protect him from claims under the workers compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this Agreement. Certificates of such coverage will be provided to Client upon request.

8) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.

9) This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.

10) Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of

governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.

11) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

12) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultants.

13) Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.

14) This agreement is provided with the expectation that it is not being used in a price comparison with other firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.

PROPOSAL ACCEPTANCE

SUBMITTED:	**ACCEPTED:**
Consultant: Schoel Engineering Company, Inc.	**Client: City of Northport**
Signature: Mark E. Simpson	**Signature:** ________________
Name: Mark Simpson	**Name:** ________________
Title: Water Resources Department Manager	**Title:** ________________
Date: February 7, 2024	**Date:** ________________

Please print or type the following information for the individual, firm or corporation responsible for payment.

Company:________________

Client or Client's authorized representative:________________

Street Address:________________

City, State, Zip:________________

Phone Number:________________ **Fax Number:**________________

Email Address:________________

Client's Project Number:________________**Client's Purchase Order Number:**________________

Invoice Delivery Method: ☐ Mail ☐ Email ☐ Other ________________

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.1.
MEETING DATE: March 4, 2024
SUBJECT: Minutes, February 19, 2024, Regular Meeting

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

Prepared By: Malorie Mixon **Approved By: Glenda Webb**

Summary:

The Attached document includes the minutes from February 19, 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 Consent Agenda will approve the official minutes from the February 19, 2024, Council Meeting and said action will be reflected in the minutes of the City Council.

The regular called Meeting of the Northport City Council convened at **5:30 p.m.** on **Monday, February 19, 2024** at Northport City Hall, located at 3500 McFarland Blvd, Northport, AL, 35476, in the Council Chambers. The invocation was offered by Mayor Hinton and President Hogg led the assembly in the Pledge of Allegiance. Upon roll call, the following were found to be present: Pro Tem Bobo, Councilman Washington, and Councilman Wiggins, President Hogg, and Councilwoman Dykes. Also present at tonight's meeting, Mayor Hinton and City Administrator Webb.

PRESENTATIONS

Mayor Hinton presented two proclamations. The Tuscaloosa County High School cheerleading squad was present to receive a proclamation recognizing them for placing in the National High School Championship. Representatives from the Alabama Department of Child Abuse and Neglect Prevention's Parent Advisory Council were also presented with a proclamation recognizing February as National Parent Leadership Month.

APPROVAL OF AGENDA

Motion by Councilman Wiggins, **Second** by Councilman Washington to **approve the agenda for the February 19, 2024, Council Agenda as printed.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; President Hogg, Yes. **Motion Carried Unanimously.**

VISITORS TO ADDRESS COUNCIL

1. Tiffany McCall, 3702 30th Street, addressed council concerning traffic laws on the one-way road that she lives on. She requests additional patrol especially during the hours of 4:00 pm and 6:00 pm, Monday through Friday.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Motion by Councilwoman Dykes, **Second** by Councilman Washington to adopt the **Resolution 24-31 Authorizing Water Service Outside of City Limits for Property Located at 13910 Lowery Drive belonging to Ms. Brandy Fletcher. Pursuant to resolution, when available to do so, the property can be annexed into the city, it will be. If the property is not annexed, the City retains the right to terminate water services at that point.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; President Hogg, Yes.
Motion Carried Unanimously.

Motion by Councilman Wiggins, **Second** by Councilman Washington to adopt the **Resolution 24-32 authorizing application for the Alabama Recycling Fund grant through the Alabama Department of Environmental Management for funding for various recycling related items. This is a no match grant if received**. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; President Hogg, Yes.
Motion Carried Unanimously.

Motion by Councilman Washington, **Second** by Councilwoman Dykes to adopt **Resolution 24-33 authorizing the City Administrator to execute a contract with CivilCON, LLC for the River Run Park at Northport Shore –site and utility package for $8,748,178.25**. This package will be funded with bond dollars. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; President Hogg, Yes.
Motion Carried Unanimously.

Motion by Councilman Wiggins, **Second** by Councilman Washington to adopt **Resolution 24-34 declaring bid law exemption pursuant to Alabama Code § 41-16-51(b)(7) and authorize City Administrator to enter into contract with Aqua Products, Inc for the purchase of lime feeders in the amount of $131,892.35 for the Water Treatment Plant.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Wiggins to adopt **Resolution 24-35 authorizing the City Administrator to enter into agreement related to the security of city property, the type of which was made known to Council.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; President Hogg, Yes. **Motion Carried Unanimously.**

CONSENT AGENDA

Motion by Pro Tem Bobo, **Second** by Councilman Washington to **approve** the **Consent Agenda** as printed for the **February 19, 2024, Council Meeting:**

1. Minutes, February 5, 2024, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. The IT Department requests requisition approval for Security Information and Event Management (SIEM) software renewal for 2024. $17,447.40 Requisition No. 241647.
4. The IT Department requests requisition approval to Carahsoft Technology Corporation for SSO software renewal. $19,801.28 Requisition No. 241628.
5. The IT Department requests requisition approval to Dell Marketing LP, for a one-year warranty renewal on three (3) servers. $6,718.14 Requisition No. 241558.
6. Purchase requisition to Aqua Products, Inc., in the amount of $131,892.35, replacing the lime feeders at the Water Treatment Plant. The current lime feeders have reached their useful life span and must be replaced in order to continue operations at the plant.
7. The requisition to Central Square in the amount of $9,390.64 is for software to fully utilize a fifth console in dispatch. A fifth console will reduce liability by allowing the increase of minimum staffing requirements during peak periods, training and the anticipated EMD call-taking. ARPA funds will be used.
8. The requisition to Motorola Solutions in the amount of $12,480.88 is for installation of software that will complete a fifth console in dispatch. ARPA funds will be used.

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

REPORTS OF SPECIAL COMMITTEES OF COUNCIL

President Hogg stated the Retail Committee was looking forward to Tropical Smoothie and Cookie Plug Business coming soon.

PUBLIC HEARINGS

A. There were **no** Public Hearing items on the agenda for the **Engineering Department**.
B. There were two Public Hearing items on the agenda for the **Legal Department**.
    1. Resolution Authorizing the Project Development Agreement by and between the City of Northport, Alabama, and Alabama Donuts, LLC. This Project Development Agreement with Alabama Donuts, LLC induces the developer to construct and operate a new-to-market Dunkin' Donuts meeting certain investment criteria on vacant land in Northport by providing an economic incentive authorized under the Alabama Constitution of one-half of the 3% City Sales Tax Revenue generated by the Project to the developer for 7 years or up to $275,000, whichever occurs first.
        a. President Hogg Opened the Floor for item 11.b.1.
        b. There were no speakers for this item.
        c. President Hogg Closed the Floor for item 11.b.1.

    Motion by President Hogg, **Second** by Pro Tem Bobo to **suspend the rules** in order to immediately consider the permanent resolution authorizing the Project Development Agreement by and between the City of Northport, Alabama, and Alabama Donuts, LLC for adoption. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; President Hogg, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Bobo, **Second** by Councilman Wiggins to approve **Resolution 24-36 Authorizing the Mayor to Enter a Project Development Agreement with Alabama Donuts, LLC.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; President Hogg, Yes. **Motion Carried Unanimously.**

2. Resolution authorizing the project development agreement by and between the City of Northport, Alabama, and University Beach, LLC. This Project Development Agreement with University Beach, LLC induces the developer to construct and operate a new-to-market mixed used development meeting certain investment criteria on vacant land in Northport by providing economic incentives authorized under the Alabama Constitution including adjacent city property, an amount not to exceed $20,000,000 for the purpose of acquiring public improvements, and one-half of the City Sales and Lodging Tax Proceeds generated by the Project to the developer for a period up to 30 years.
    a. President Hogg Opened the Floor for item 11.b.2.
        i. Derek Daniel – 1223 Dooley Circle – What recourse is available?
        ii. Bart Harper – 4035 Harper Road – There were no public meetings or hearings prior to vote. Let's keep Northport, Northport.
        iii. Jack Roberts – 4110 67th Avenue – Not a water park, intrusive.
        iv. Barry Duro – 6717 Hibiscus Lane – Flooding
        v. Tim Beasley – 5605 Cedarbrook Drive – Traffic, flood zone, and endangered species.
        vi. Tommy Williams – 3413 Horsebend Lane – Impact to surrounding neighborhoods.
        vii. Kirk Patterson – 5200 Tara Avenue – Not a good investment, should build small waterpark.
        viii. Missy Caddell– 13820 Providence Place – Questions ticket prices and obligation to operate waterpark?
        ix. Mitchell Reese - 3420 Horsebend Lane – Not the right plan.
        x. Richard Daniels – 5605 Carriage Circle – Shirley Farms HOA President – Opposed to anything except for residential. Squeezing in too large of development in this space.
        xi. Melinda Hardy – 5613 Carriage Circle – Not a good long-term investment.
        xii. Glenda Davis – 7001 52nd Street – Flatwoods is against this resort.
        xiii. Gary Hood – 3513 Horsebend Lane – How much capital has been raised? Are there any safeguards for Phase II.
        xiv. Diane Gomez – 12622 Windward Point Drive – Traffic. Concerns about it being a new company.
        xv. Helen McQueen – 4648 Crosshill Lane – Sleep issues not quiet enjoyment
        xvi. Roberta Peteet - 3522 Creek View Trace – Ruining City of Northport – Shared researched he had regarding developers.
        xvii. David Flowers – 5604 Buckhead Drive – Why this location? How will it affect property values?
        xviii. Mike Ramsey – 3617 66th Avenue – Nobody can say anything good about this.
        xix. Jason Sellars – 5314 Lakers Drive – Public entity should ever sign NDA, it's a violation of trust.
        xx. Tom Morrison – 15050 Murray Lane - Personal visits to waterpark sites.
        xxi. Deloris McDonald – 5810 Shirley Parkway – Will taxes and water bill rates increase? Workforce, pets, varmints?
        xxii. Gary Leddo – 6411 Clearbrook Drive – Would you allow in your neighborhood?

xxiii. Christian Williams current Tuscaloosa resident but grew up on 42nd Avenue – Supports council for looking for opportunities. Is a young entrepreneur looking for restaurant space.

xxiv. Steven Fikes – 13606 Valerie Dawn Way - Supports but how late will it stay open?

b. President Hogg Closed the Floor for item 11.b.2.

i. Kent Donahue & President Hogg addressed comments and concerns proposed by speakers.

Motion by President Hogg, **Second** by Councilman Washington to **suspend the rules** in order to immediately consider the permanent resolution authorizing the Project Development Agreement by and between the City of Northport, Alabama, and University Beach, LLC. for adoption. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; President Hogg, Yes. **Motion Carried Unanimously.**

Motion by President Hogg, **Second** by Councilman Washington to approve Resolution 24-37 Authorizing the Mayor to Enter a Project Development Agreement with University Beach, LLC. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, No; President Hogg, Yes. **Motion Carried.**

C. There were two Public Hearing items on the agenda for the **Planning & Inspection Department**.

1. Second Reading, Ordinance to annex approximately 54.78 acres to C-6 (Highway Commercial) located north of McFarland Boulevard and east of Harper Road.
   a. President Hogg Opened the Floor for item 11.c.1.
   b. There were no speakers for this item.
   c. President Hogg Closed the Floor for item 11.c.1.

Motion by Councilman Wiggins, **Second** by Councilman Washington to approve **Ordinance 2217 to annex approximately 54.78 acres to C-6 (Highway Commercial) located north of McFarland Boulevard and east of Harper Road.** Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, No; President Hogg, Yes. **Motion Carried.**

2. Ordinance Declaring Real Property Surplus, 5300 and 5350 McFarland Boulevard, and Authorizing Transfer to University Beach, LLC.
   a. President Hogg Opened the Floor for item 11.c.2.
      i. Tom Morrison – 15050 Murray Lane – Opposed to giving them the land, they should pay.
      ii. Kirk Patterson – 5200 Tara Avenue – Concerned about taking care of current infrastructure and current business owners.
      iii. Tim Beasley – 5605 Cedarbrook Drive – Concerned about bond money that was borrowed.
   b. President Hogg Closed the Floor for item 11.c.2.

Motion by President Hogg, **Second** by Pro Tem Bobo to **suspend the rules** in order to immediately consider the ordinance declaring Real Property Surplus, 5300 and 5350 McFarland Boulevard, and Authorizing Transfer to University Beach, LLC for adoption. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; President Hogg, Yes. **Motion Carried Unanimously.**

Motion by President Hogg, Second by Pro Tem Bobo to approve the Ordinance Declaring Real Property Surplus, 5300 and 5350 McFarland Boulevard, and Authorizing Transfer to University Beach, LLC. Roll call was as follows: Pro Tem Bobo, Yes; Councilman Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, No; President Hogg, Yes. **Motion Carried.**

D. There were **no** Public Hearing items on the agenda for the **Police Department**.

CITY ADMINISTRATOR'S BUSINESS

No official business to discuss.

DEPARTMENTAL BUSINESS

No official business to discuss under Departmental Business.

MAYOR AND COUNCIL MEMBER'S BUSINESS

Mayor Hinton – No official business to discuss.

Pro Tem Bobo, District 1 – No official business to discuss for District 1.

Councilman Washington, District 2 – No official business to discuss for District 2.

Councilman Wiggins, District 3 – No official business to discuss for District 3.

Councilwoman Dykes, District 4 – No official business to discuss for District 4.

President Hogg, District 5 – No official business to discuss for District 5.

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

There being no further business to come before the Council, the meeting was **adjourned at 8:32 p.m.**

Jeff Hogg, President

ATTEST:

Glenda D. Webb, City Administrator

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.2.
MEETING DATE: March 4, 2024
SUBJECT: Bill Listing

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

Prepared By: Stacey Beynon **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.

Expense Approval Report
By (None)

City of Northport

Payment Dates 2/15/2024 - 2/28/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Krissy Bunn Designs LLC	INV0021554	02/15/2024	Business License Overpayment..	37.50
FirstPoint Collection Resources..	98685	02/15/2024	Payment Fees	241.69
Kimbrell Construction LLC	INV0021555	02/15/2024	Business License Overpayment..	182.78
Snider's Trailer Park	INV0021556	02/15/2024	Business License Overpayment..	55.50
Precision Concrete Const LLC	INV0021557	02/15/2024	Business License Overpayment..	250.00
Minutemen Security Systems ...	INV0021560	02/15/2024	Business License Overpayment..	10.99
CraneWorks Inc	INV0021558	02/15/2024	Business License Overpayment..	110.06
WB Builders LLC	INV0021559	02/15/2024	Business License Overpayment..	45.81
Eric S Richburg	INV0021561	02/15/2024	Business License Overpayment..	18.75
Buffalo Rock Company	INV0021589	02/15/2024	Business License Overpayment..	100.00
Hall & Adams LLC	INV0021590	02/15/2024	Business License Overpayment..	32.50
Trick Construction LLC	INV0021580	02/15/2024	Business License Overpayment..	1,385.48
Home Place Cultured Marble, ...	INV0021586	02/15/2024	Business License Overpayment..	425.00
Braxsim LLC	INV0021587	02/15/2024	Business License Overpayment..	164.51
JAMISONMONEYFARMER PC	INV0021588	02/15/2024	Business License Overpayment..	164.00
Sain Associates Inc	53225	02/22/2024	Safe Streets for All Safety Acti...	7,027.13
KDM Service Corporation	INV0021595	02/22/2024	Business License Overpayment..	100.00
B.W. Hobson Construction C...	INV0021594	02/22/2024	Business License Overpayment..	766.21
S&S Concrete & Construction ...	INV0021596	02/22/2024	Business License Overpayment..	350.00
Valor Framing LLC	INV0021597	02/22/2024	Business License Overpayment..	86.25
Sandco International, Inc.	INV0021598	02/22/2024	Business License Overpayment..	50.00
Rolf's Inc	INV0021638	02/22/2024	Sales Tax Refund	788.96
				12,393.12
Department: 15 - Administrative				
Sequel Electrical Supply	S3709086.001	02/22/2024	UCP - replace parking lot lights	19.56
Northport Properties LLC	INV0021574	02/15/2024	Downtown Parking Lot Lease	12,000.00
Sequel Electrical Supply	S3795356.002	02/15/2024	CH Civic Center light ballast re...	118.72
Augie Leopold Advertising Spe...	66355	02/15/2024	holiday open house tshirts	3,401.80
Midstates Petroleum Company	INV0021553	02/15/2024	Fuel	691.12
Amazon Capital Services	1W93-RFF4-XJGY	02/15/2024	Easels	236.56
Lowe's Home Centers Inc.	01204c	02/22/2024	items to seal leak on CH Audit...	88.18
Amazon Capital Services	1TM7-N44T-9HJR	02/15/2024	Community Events-	44.73
Burnum-Hahn Exterminators I...	INV0021567	02/15/2024	Monthly Pest Control	79.00
Amazon Capital Services	19HD-PWKX-GWDC	02/15/2024	Community Events- RRP	236.72
Alabama Power Company	INV0021608	02/22/2024	SB23192-17002	6,823.26
Alabama Power Company	INV0021608	02/22/2024	SB23192-17002	419.28
Cintas	4183156267	02/15/2024	Payer # 14353428	39.62
Amazon Capital Services	1Y66-3LXX-QLHH	02/22/2024	RRP and stapler	14.39
American Fence Co.	9300536	02/22/2024	hasson center fence	5,200.00
			Department 15 - Administrative Total:	**29,412.94**
Department: 17 - Municipal Court				
Midstates Petroleum Company	INV0021553	02/15/2024	Fuel	235.92
Christopher Edward Allen	INV0021591	02/22/2024	Special Judge 2/12/24	875.00
Northport Auto Supply Co. Inc.	100822862	02/15/2024	MC #2678 - weathertech liner	144.95
Town & Country Ford LLC	2523334	02/22/2024	MC #2678 - grill repair	220.55
Alabama Judicial College Educ...	INV0021599	02/22/2024	Regional Seminar - Magistrate	220.00
Alabama Judicial College Educ...	INV0021600	02/22/2024	Regional Conference - Magistr...	220.00
Christopher Edward Allen	INV0021640	02/22/2024	Special Judge 2/21/24	875.00
Janie Lee Mangeri Smith	INV0021641	02/22/2024	Special Prosecutor 2/21/24	625.00
			Department 17 - Municipal Court Total:	**3,416.42**
Department: 22 - Information Technology				
C Spire Business	0000693209-40	02/15/2024	Acct 0000693209	5,540.00
Spectrum Business	INV0021550	02/15/2024	4900 Mitt Lary Rd 8314 10 234..	180.67

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Comcast Cable	INV0021579	02/15/2024	3500 McFarland Blvd Side 2 8…	56.71
Amazon Capital Services	1MPP-CXTT-YRW3	02/15/2024	9V Batteries 6 Count Pack	22.46
Amazon Capital Services	1MPP-CXTT-YRW3	02/15/2024	Dell USBC Laptop Charger	104.03
Xerox Corporation	5375507	02/22/2024	Contract Charge 1/29-2/28/24	1,422.48
A T & T	5005227807	02/22/2024	831-001-2247 676	844.41
A T & T	9480407802	02/22/2024	831-001-2475 849	746.62
A T & T	9480407802	02/22/2024	831-001-2475 849	1,906.34
Comcast Cable	INV0021606	02/22/2024	1781 Harper Rd 8396 90 014 …	350.16
Amazon Capital Services	114K-MRYG-XPP6	02/15/2024	Lysol Disinfectant Multipack	28.44
Amazon Capital Services	114K-MRYG-XPP6	02/15/2024	GermX 12 pack	23.20
Amazon Capital Services	114K-MRYG-XPP6	02/15/2024	5 pack Monteverde Ballpoint …	19.90
Amazon Capital Services	114K-MRYG-XPP6	02/15/2024	Air Duster 6 pack	39.49
Spectrum Business	177395401021424	02/22/2024	13205 Martin Road SPUR 177…	117.98
Comcast Cable	INV0021607	02/22/2024	1101 MLK Jr 8396 90 014 020…	151.21
Amazon Capital Services	19KY-3WGC-16T4	02/22/2024	IT - 27" ViewSonic Monitor	142.49
J & J Telephone Inc.	542455	02/22/2024	Acct 23929	399.04
Comcast Cable	INV0021642	02/22/2024	3500 McFarland Blvd 8396 90 …	95.09
VC3 INC.	140161	02/22/2024	IT - Monthly Backup for Comp…	2,240.00
Dell Marketing LP	10732204769	02/22/2024	IT - Nutanix Server Warranty E…	6,718.14
			Department 22 - Information Technology Total:	**21,148.86**
Department: 25 - Finance				
LeCroy Richardson P.C.	3893	02/15/2024	AGENDA 1/23/24 - FY23 Audit…	11,300.00
Business Supply & Printing	5448	02/15/2024	FIN - Regular Envelopes	178.00
Rivertree Systems Inc.	Nport244	02/15/2024	Nport Audit Hornsby Tire Distr…	1,556.25
Northport Gazette The	INV0021592	02/22/2024	ordinance 2215 advertisement	61.60
			Department 25 - Finance Total:	**13,095.85**
Department: 26 - Human Resources				
OESCO LLC	109228	02/15/2024	Office Supplies	13.58
OESCO LLC	109228	02/15/2024	Office Supplies	4.22
OESCO LLC	109228	02/15/2024	Office Supplies	9.98
OESCO LLC	109228	02/15/2024	Office Supplies	44.70
OESCO LLC	109228	02/15/2024	Office Supplies	39.26
DCH Occupational Medicine	00019524-00	02/15/2024	New Hire/Post-Accident/Rand…	53.00
Cobbs Allen & Hall Inc.	63405	02/15/2024	Monthly Fee Feburary 2024	1,250.00
Criterion Inc	INV-2020033979	02/22/2024	Online Application Software	10,825.00
Buster Miles Ford	INV0021582	02/15/2024	HR Vehicle - Explorer VIN 1FM…	45,000.00
			Department 26 - Human Resources Total:	**57,239.74**
Department: 28 - Planning & Inspections				
Northport Gazette The	INV0021562	02/15/2024	University Beach Legal Notice …	658.70
Northport Gazette The	INV0021563	02/15/2024	Public Notice for ZBA for Febr…	28.00
Northport Gazette The	INV0021564	02/15/2024	ZBA Feb 24 Public Notice	63.70
Northport Gazette The	INV0021593	02/22/2024	advertisement ordinance 2216	122.15
Buster Miles Ford	INV0021583	02/15/2024	STIVERS FORD LINCOLN	35,988.94
			Department 28 - Planning & Inspections Total:	**36,861.49**
Department: 32 - Engineering				
ST Bunn Construction Co. Inc.	2022 Resurfacing Inv 6	02/15/2024	FY 2022 Resurfacing	31,710.68
Alabama Power Company	INV0021601	02/22/2024	1851 1st St 04992-22043	28.12
Alabama Power Company	INV0021578	02/15/2024	312 Main Ave St Light Controll…	231.86
Alabama Power Company	INV0021608	02/22/2024	SB23192-17002	845.56
Alabama Power Company	INV0021608	02/22/2024	SB23192-17002	29,625.19
Alabama Power Company	66AF24	02/22/2024	New Streetlight - Applewood …	2,389.66
Tuscaloosa News The	INV0021576	02/15/2024	Resurfacing Ad 10/2023 paym…	731.92
			Department 32 - Engineering Total:	**65,562.99**
Department: 33 - Police				
Northport Auto Supply Co. Inc.	100806708	02/15/2024	Battery	148.70
TSC Service & Supply Inc.	5385	02/15/2024	PD - Cherry Blast Car Wash an…	283.75
Vector Security	17325138	02/15/2024	PD Fire Alarm Inspection	870.00
Alabama Association of Chiefs…	18548	02/15/2024	AAOCOP Chief/Executive Me…	100.00
Pop's Shop Inc.	31761	02/15/2024	PD #431 - repair from accident	4,328.54

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Pro-Vision LLC	SMX-21392	02/15/2024	Invoice SMX-21392	3,250.00
DCH Occupational Medicine	00019524-00	02/15/2024	New Hire/Post-Accident/Rand…	717.00
Employee Assistance Services	01312024-22	02/15/2024	New Hire Psych Exams	520.00
Northport Auto Supply Co. Inc.	100820665	02/15/2024	battery replacement for PD #…	505.88
Midstates Petroleum Company	INV0021553	02/15/2024	Fuel	12,192.03
Global HR Research LLC	Clairiti-20242-34137	02/15/2024	New Hire Background Checks	209.88
Northport Auto Supply Co. Inc.	100820333	02/15/2024	heater hose for PD #419	41.08
Sign Pro of Tuscaloosa LLC	588	02/15/2024	decal repair for PD #431	559.40
Ander's Hardware Co. Inc.	N1228068	02/15/2024	PD bathroom - screws to repai…	14.99
Northport Auto Supply Co. Inc.	100820238	02/15/2024	brake service for PD #428	333.38
Northport Auto Supply Co. Inc.	100823211	02/15/2024	Credit - Battery	-148.70
Burnum-Hahn Exterminators I…	INV0021567	02/15/2024	Monthly Pest Control	179.00
Alabama Power Company	INV0021608	02/22/2024	SB23192-17002	875.02
Alabama Power Company	INV0021608	02/22/2024	SB23192-17002	8,293.18
Alabama Power Company	INV0021608	02/22/2024	SB23192-17002	1,455.07
Tuscaloosa Tire & Service Cen…	N286583	02/22/2024	flat tire on Animal Control #7…	180.89
Tuscaloosa Tire & Service Cen…	N286584	02/22/2024	new tires & alignment for PD …	583.36
Northport Auto Supply Co. Inc.	100822215	02/15/2024	PD #4900 - brake fluid	26.92
Gulf States Distributors Inc.	1461145-IN	02/15/2024	Under Armor STellar G2 Zip	1,424.00
Dell Inc	10731224476	02/22/2024	COUNCIL APPROVED - laptops …	23,390.00
Tuscaloosa Tire & Service Cen…	N286628	02/22/2024	PD #464 - new tires & alignme…	638.59
Amazon Capital Services	1RD3-HWJG-HTTG	02/22/2024	Projector replacement bulb	68.99
Triple Point Industries	58580	02/22/2024	BLANKET PD monthly contract…	102.60
			Department 33 - Police Total:	**61,143.55**

Department: 35 - Fire

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Northport Auto Supply Co. Inc.	100786225	02/15/2024	FD Stock - fuel filter	33.37
Overhead Door Company of T…	TCS54024	02/15/2024	Door Repair - St. 3	165.00
Overhead Door Company of T…	TCS53705	02/15/2024	Door Repair - St. 3	330.00
Overhead Door Company of T…	TCS54023	02/22/2024	Door Repair - St. 2	1,164.00
Sequel Electrical Supply	S3821559.001	02/15/2024	FD Station #1 - engine bay out…	15.64
DCH Occupational Medicine	00019524-00	02/15/2024	New Hire/Post-Accident/Rand…	723.00
Atlas Welding Supply Co. Inc.	598875	02/15/2024	*BLANKET* Refill oxygen, misc…	77.97
Midstates Petroleum Company	INV0021553	02/15/2024	Fuel	3,798.71
TRUCKWORX HOLDING CO INC	1130162832	02/15/2024	EGR valve repair for FD Engine…	800.10
Ander's Hardware Co. Inc.	N1228070	02/15/2024	Fire Station 2 - screws to repai…	6.39
Truck Supply and Outfitters	16108	02/15/2024	contactor for winch repair for …	139.99
Central Alabama Training Solut…	17046317	02/15/2024	repair intake piston for FD Eng…	244.94
Spanky's Drain & Sewer Servic…	211654	02/22/2024	Fire Station 1 - unstop lines in…	165.00
Global Fire Sprinklers LLC	24042	02/15/2024	BLANKET- Insp, Recharge, Val…	70.50
Global Fire Sprinklers LLC	24043	02/15/2024	BLANKET- Insp, Recharge, Val…	20.00
One Source Office Products LLC	OE-QT-6264-3	02/15/2024	St. 3	24.78
CDW Government LLC	PM13387	02/15/2024	Projector - St. 2	2,431.95
Northport Auto Supply Co. Inc.	100822140	02/22/2024	FD Rescue-1 - emergency light…	233.86
Tuskaloosa Lawn Equipment L…	241080	02/15/2024	Idler Pulley - St. 4 mower	42.29
Burnum-Hahn Exterminators I…	INV0021567	02/15/2024	Monthly Pest Control	286.00
Alabama Power Company	INV0021608	02/22/2024	SB23192-17002	3,841.54
Amazon Capital Services	1HH9-QNDT-1RN3	02/15/2024	Toner- Chief's office- St. 2	285.99
Amazon Capital Services	1N3P-FKGY-3GWK	02/15/2024	Office supplies	130.50
Amazon Capital Services	1N3P-FKGY-3GWK	02/15/2024	Urinal Screens	51.60
Amazon Capital Services	1VH6-3GHW-399F	02/15/2024	UPS - St.1	152.99
Amazon Capital Services	1VH6-3GHW-399F	02/15/2024	UPS - St.2	152.99
Amazon Capital Services	1VH6-3GHW-399F	02/15/2024	UPS - St.4	152.99
Mason Sessoms	INV0021568	02/15/2024	Employee Reimbursement - …	60.00
Reginald Eppes	INV0021569	02/15/2024	Employee Reimbursement - R…	60.00
Allen Earnest	INV0021570	02/15/2024	Employee Reimbursement - Al…	60.00
Amazon Capital Services	11WX-PGNF-66GT	02/15/2024	Drum for captain's office print…	85.14
Central Alabama Training Solut…	17046357	02/15/2024	FF Boots - Todd Burroughs	339.00
Amazon Capital Services	1R44-HJ7C-73V3	02/15/2024	Printer for battalion chief's off…	379.00
NAFECO	1259477	02/22/2024	Tactical boots - C. Kennard	97.00
Amazon Capital Services	1X4D-43RV-1MJL	02/22/2024	UPS - St. 3	150.00

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
TSC Service & Supply Inc.	6178	02/22/2024	Truck Soap	45.95
Alabama Fire College	8440	02/22/2024	FAO Aerial - D. Woodard	350.00
			Department 35 - Fire Total:	**17,168.18**
Department: 37 - Public Works				
Northport Auto Supply Co. Inc.	100799168	02/22/2024	PW #5062 - small hose repair	52.71
Cintas	4178004990	02/15/2024	Payer # 14353601	27.67
Fred Robertson Wrecker Servi…	B44900-1	02/15/2024	tow fee for #6379 (re-submitt…	225.00
Ander's Hardware Co. Inc.	n1224883	02/22/2024	repairs to water line busted in…	36.41
Lowe's Home Centers Inc.	74498	02/15/2024	Construction Stock - yard rake	23.73
Benton Sod Farm	669712	02/15/2024	sod for community center	525.00
Benton Sod Farm	669713	02/15/2024	sod for Williamson Cemetery …	175.00
Northport Auto Supply Co. Inc.	100819218	02/15/2024	hydraulic line repair for PW #…	176.74
Northwest Supply Co. Inc.	959694	02/15/2024	PW outside spigot busted	71.82
Lowe's Home Centers Inc.	01642	02/15/2024	tools for Buckhead sign	53.16
Lowe's Home Centers Inc.	01655b	02/15/2024	Credit PO 24-1632	-26.58
Lowe's Home Centers Inc.	01657B	02/15/2024	tools for Buckhead sign	37.99
Lowe's Home Centers Inc.	90959	02/22/2024	Phillips head bits for closet rac…	14.22
Tuscaloosa Tire & Service Cen…	N286419	02/15/2024	tire replacement for PW #5783	351.58
DCH Occupational Medicine	00019524-00	02/15/2024	New Hire/Post-Accident/Rand…	702.00
Lowe's Home Centers Inc.	01242b	02/15/2024	Blanket PO for community ev…	77.66
O'Reilly Auto Parts	1063-478225	02/15/2024	upgraded windshield wipers f…	132.96
Atlas Welding Supply Co. Inc.	598876	02/15/2024	BLANKET - 2024 nitrogen cylin…	15.10
Midstates Petroleum Company	INV0021553	02/15/2024	Fuel	17,186.07
O'Reilly Auto Parts	1063-478387	02/15/2024	brake service for PW #5173	279.98
McFarland Ace Hardware	4231/2	02/15/2024	receiver hitch & pin for #8408	66.48
Lowe's Home Centers Inc.	95031	02/15/2024	Blanket PO for community ev…	57.34
Fred Robertson Wrecker Servi…	B45622-1	02/22/2024	PW #6378 - tow fee on 2-1-24	225.00
Global HR Research LLC	Clairiti-20242-34137	02/15/2024	New Hire Background Checks	530.90
One Source Office Products LLC	OE-QT-6282-1	02/15/2024	mop heads & ear plugs for PW	57.75
One Source Office Products LLC	OE-QT-6282-1	02/15/2024	mop heads & ear plugs for PW	37.19
Northport Auto Supply Co. Inc.	100820908	02/15/2024	fuel elements for PW #4268	94.20
Northport Auto Supply Co. Inc.	100820975	02/15/2024	trailer pins for PW (STOCK)	33.70
Lowe's Home Centers Inc.	60447	02/15/2024	material to build greenhouse r…	32.51
Lowe's Home Centers Inc.	60447	02/15/2024	material to build greenhouse r…	331.82
Kelvin Wedgeworth	INV0021571	02/15/2024	Reimbursement - class A CDL …	66.25
Ingram Equipment Company L…	P05805	02/15/2024	upper slide repair on #6377	2,377.52
Lowe's Home Centers Inc.	01558	02/15/2024	material to build greenhouse r…	60.19
Lowe's Home Centers Inc.	01558	02/15/2024	material to build greenhouse r…	614.33
Northport Auto Supply Co. Inc.	100820372	02/15/2024	repair starter motor for PW #…	177.04
Lowe's Home Centers Inc.	78601	02/15/2024	dawn soap for Shop (STOCK)	37.76
Lowe's Home Centers Inc.	78610	02/15/2024	measuring wheel & tape for C…	94.01
One Source Office Products LLC	IN-19470	02/15/2024	cleaning supplies for WS	53.76
One Source Office Products LLC	IN-QT-6290	02/15/2024	polo rags for PW (multiple)	235.44
One Source Office Products LLC	IN-QT-6290	02/15/2024	polo rags for PW (multiple)	235.44
One Source Office Products LLC	IN-QT-6290	02/15/2024	polo rags for PW (multiple)	235.44
One Source Office Products LLC	IN-QT-6290	02/15/2024	polo rags for PW (multiple)	235.44
One Source Office Products LLC	IN-QT-6290	02/15/2024	polo rags for PW (multiple)	235.44
One Source Office Products LLC	OE-QT-6221-2	02/15/2024	cleaning supplies for WS	59.90
Lowe's Home Centers Inc.	01915b	02/15/2024	Blanket PO for community ev…	129.86
Northport Auto Supply Co. Inc.	100820281	02/15/2024	floor mats for 4 new PW trucks	972.32
Northport Auto Supply Co. Inc.	100822880	02/15/2024	PW #6379 - rear tire wheel re…	53.60
Sign Pro of Tuscaloosa LLC	603	02/15/2024	letter for Buckhead neighborh…	38.51
Lowe's Home Centers Inc.	80485	02/15/2024	material to build greenhouse r…	2.80
Lowe's Home Centers Inc.	80485	02/15/2024	material to build greenhouse r…	28.53
Lowe's Home Centers Inc.	81504	02/22/2024	Kentuck office building - com…	137.62
Burnum-Hahn Exterminators I…	892521	02/15/2024	1781 Harper Rd Monthly Pest …	79.00
Alabama Power Company	INV0021577	02/15/2024	1761 Harper Rd 47753-93045	245.13
Amazon Capital Services	1LYF-74T7-97KF	02/15/2024	downtown cafe string light bu…	94.95
Video Industrial Services Inc.	48349	02/15/2024	video inspection for Swen Res…	2,040.00
Transportation South Inc.	88320P	02/22/2024	brake drums for garbage & tra…	280.00

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Transportation South Inc.	88320P	02/22/2024	brake drums for garbage & tra…	840.00
Southern Pipe & Supply	9080339-00	02/15/2024	80 lbs concrete & sewer dye t…	250.32
Coblentz Equipment & Parts C…	97766-01	02/22/2024	throttle lever & hood shock re…	293.99
Alabama Power Company	INV0021608	02/22/2024	SB23192-17002	5,016.45
Alabama Power Company	INV0021608	02/22/2024	SB23192-17002	2,421.37
TTL Inc.	2133692	02/22/2024	Public Works Addition CMT a…	1,391.00
Cintas	4183156285	02/15/2024	Payer # 14353601	27.67
Cintas	4183160567	02/15/2024	Payer # 14385499	536.92
Ready Mix USA LLC	9449589056	02/15/2024	BLANKET - concrete for constr…	185.55
Northport Auto Supply Co. Inc.	100822573	02/15/2024	PW Stock - antifreeze	212.22
Northport Auto Supply Co. Inc.	100823184	02/15/2024	PW #8408 - replace battery	142.30
O'Reilly Auto Parts	1063-480210	02/22/2024	PW Stock - mega fuses	20.84
O'Reilly Auto Parts	1063-480211	02/22/2024	spray paint (touch-ups) for PW..	50.94
Amazon Capital Services	1TQ9-YMJ7-67GR	02/15/2024	office supplies - label machine…	16.89
Amazon Capital Services	1VH6-3GHW-C4P4	02/15/2024	replacement batteries for recy…	123.64
Northport Auto Supply Co. Inc.	100821896	02/22/2024	PW #1627 & PW #315J - electr…	13.68
Northport Auto Supply Co. Inc.	100821896	02/22/2024	PW #1627 & PW #315J - electr…	13.04
Northport Auto Supply Co. Inc.	100822338	02/22/2024	PW #1053 - hydraulic line repa..	158.73
Northport Auto Supply Co. Inc.	100822530	02/22/2024	PW Stock - garbage truck oil fil…	99.57
Northport Auto Supply Co. Inc.	100823105	02/22/2024	PW Stock - garbage & trash tir…	53.40
Northport Auto Supply Co. Inc.	100823105	02/22/2024	PW Stock - garbage & trash tir…	53.40
Tuscaloosa Tire & Service Cen…	N286627	02/22/2024	tire replacement for PW trailer..	99.95
One Source Office Products LLC	OE-QT-6224-2	02/22/2024	janitorial supplies for CH	13.88
One Source Office Products LLC	OE-QT-6300-1	02/22/2024	glade refills for PW STOCK	701.50
TRUCKWORX HOLDING CO INC	1130163496	02/22/2024	truck lights for PW Garbage &…	552.93
TRUCKWORX HOLDING CO INC	1130163496	02/22/2024	truck lights for PW Garbage &…	552.93
Southern Lock & Key	17734	02/22/2024	Kentuck Park - rekey locks to …	99.00
Lowe's Home Centers Inc.	75013	02/22/2024	BLANKET - construction suppli…	35.13
Cintas	4183901243	02/22/2024	Payer # 14353601	28.56
Cintas	4183902125	02/22/2024	Payer # 14385499	483.23
Ingram Equipment Company L…	P06042	02/22/2024	PW #4189 - shut off valve repa..	354.64
			Department 37 - Public Works Total:	**45,269.06**

Department: 39 - Utilities

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Columbus Paper & Chemical	845950	02/22/2024	Rags	195.60
Columbus Paper & Chemical	845950	02/22/2024	Rags	195.60
Empire Pipe and Supply Comp…	2126545B	02/22/2024	Short Pay of PO 24-0049	1,016.40
Cintas	4172702014	02/15/2024	payer # 14385521	177.80
Cintas	4174030780	02/15/2024	Payer # 14385521	176.30
Cintas	4174870530	02/15/2024	Payer # 14385521	177.80
Carmeuse Lime & Stone Inc.	94966817	02/22/2024	Council Approved - Hydrated L…	4,583.86
Empire Pipe and Supply Comp…	2135028	02/22/2024	Rebill of 24-0049	10,164.00
City of Tuscaloosa Water & S…	10469453	02/15/2024	Raw Water	39,561.00
Denali Water Solutions LLC	INV706758	02/22/2024	Council Approved - Sludge Re…	21,300.05
Pearce Trucking Inc.	24147	02/15/2024	825B Crusher Run	2,116.50
Pearce Trucking Inc.	24147b	02/15/2024	825B Crusher Run	476.00
Living Water Services	15507	02/15/2024	Bacti Samples, TOC, & ALK	519.68
DCH Occupational Medicine	00019524-00	02/15/2024	New Hire/Post-Accident/Rand…	117.00
Alabama 811	0124169	02/15/2024	Blanket - Monthly Locate Fees	389.32
Midstates Petroleum Company	INV0021553	02/15/2024	Fuel	6,735.59
John Plott Company Inc.	WWTP Solids Handling Improv…	02/15/2024	Council Approved - WWTP Sol…	156,248.88
Power and Rubber Supply	3440112	02/15/2024	Blanket - Misc. Supplies for …	92.52
Southern Ionics Incorporated	683634	02/15/2024	Council Approved - Aluminum…	4,494.22
Lowe's Home Centers Inc.	95362	02/15/2024	Blanket - Replacement Tools a…	938.28
Global HR Research LLC	Clairiti-20242-34137	02/15/2024	New Hire Background Checks	120.56
Krebs Engineering Inc.	Proj 21050.08 Inv 8	02/15/2024	Council Approved - WWTP Slu…	7,447.75
Krebs Engineering Inc.	Proj 23037 Inv 4	02/15/2024	AGENDA (10/2/23) - TO 44 - C…	845.00
Northport Auto Supply Co. Inc.	100817888	02/15/2024	Meter Truck #5413 Coolant Le…	200.41
Northport Auto Supply Co. Inc.	100821384	02/15/2024	Water Backhoe #310G Alterat…	165.74
Alabama Power Company	INV0021552	02/15/2024	12626 Homeplace Rd Grand P…	154.56
LeCroy Richardson P.C.	3893	02/15/2024	AGENDA 1/23/24 - FY23 Audit…	2,825.00

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Southern Ionics Incorporated	683677	02/22/2024	Council Approved - Sodium Bi…	7,300.00
Southern Ionics Incorporated	683677B	02/22/2024	Council Approved - Sodium Bi…	1,399.26
Lowe's Home Centers Inc.	76097	02/15/2024	Blanket - Misc Supplies for W…	22.76
Northwest Supply Co. Inc.	960545	02/15/2024	4" 90 PVC Pipe	53.25
Alabama Power Company	INV0021551	02/15/2024	Highland Pointe Dr Grand Poin…	549.28
Denali Water Solutions LLC	INV723144	02/22/2024	Council Approved - Sludge Re…	21,300.05
Lowe's Home Centers Inc.	01673b	02/15/2024	Blanket - Misc Supplies for Dis…	15.16
Amazon Capital Services	1MPP-CXTT-XVW3	02/15/2024	Copy Stamp	7.49
Cintas	4182748372	02/15/2024	Payer # 144385521	180.85
Lowe's Home Centers Inc.	80943	02/15/2024	Blanket - Misc Supplies for Dis…	46.98
Alabama Power Company	INV0021577	02/15/2024	1761 Harper Rd 47753-93045	245.14
USA BlueBook	INV00270769	02/15/2024	Lab Equipment & Supplies for…	71.60
Xerox Corporation	5375507	02/22/2024	Contract Charge 1/29-2/28/24	133.91
Xerox Corporation	5375507	02/22/2024	Contract Charge 1/29-2/28/24	221.70
Xerox Corporation	5375507	02/22/2024	Contract Charge 1/29-2/28/24	133.91
Burnum-Hahn Exterminators I…	INV0021567	02/15/2024	Monthly Pest Control	177.00
A T & T	9480407802	02/22/2024	831-001-2475 849	1,906.34
Hach	13920147	02/22/2024	Blanket - Lab Chemicals for W…	2,139.29
Lowe's Home Centers Inc.	89099	02/22/2024	Reciprocating Saw	188.10
Southern Pipe & Supply	9105960-00	02/15/2024	3/4" x 10" Plated All Thread R…	28.80
Southern Pipe & Supply	9105960-00	02/15/2024	3/4" Rod Coupling	53.80
Southern Pipe & Supply	9105960-00	02/15/2024	Pipe Thread Sealant	40.00
Consolidated Pipe & Supply C…	AL09479	02/15/2024	1" CTS x 1" FIP Meter Couplings	1,098.00
Alabama Power Company	INV0021608	02/22/2024	SB23192-17002	92,049.53
Hach	13922810	02/22/2024	Blanket - Lab Chemicals for W…	381.75
Cintas	4183160261	02/15/2024	Payer # 14385564	80.88
Cintas	4183160472	02/15/2024	Payer # 14385434	388.83
Southern Pipe & Supply	8956763-01	02/15/2024	3/4" Copper Pipe	284.40
Warrior Energy	D72701	02/22/2024	Off Road Diesel for WTP Intake…	1,752.05
Hindman Surveying LLC	1	02/15/2024	Surveys	3,200.00
Chemsearch	8572208	02/22/2024	Lube & Cleaner for WWTP Equ…	779.95
Consolidated Pipe & Supply C…	AL094116	02/22/2024	2" x 7" Repair Clamps	482.00
Walmart	INV0021575	02/15/2024	SCADA Monitors for WTP	496.00
USA BlueBook	INV00276742	02/15/2024	50' Suspended Avocado Float …	1,121.10
Ander's Hardware Co. Inc.	N1228811	02/22/2024	Blanket - Misc. Supplies for A…	5.98
Northport Auto Supply Co. Inc.	100824065	02/22/2024	UT Durango #9737 Battery Re…	244.63
Empire Pipe and Supply Comp…	2140054	02/22/2024	1" Water Meters	3,000.00
Cintas	4183474632	02/22/2024	Payer # 14385521	184.23
Alabama Dept of Environment…	INV0021584	02/15/2024	Grade IC Wastewater Exam Fee	325.00
Alabama Dept of Environment…	INV0021585	02/15/2024	Grade IV Water Exam Fee	650.00
Tuscaloosa Tire & Service Cen…	N286637	02/22/2024	UT Trailer #315E Tires	1,599.20
Northport Auto Supply Co. Inc.	100822350	02/22/2024	Fittings, Ferrules, Hoses, Sleev…	94.84
Northport Auto Supply Co. Inc.	100822350	02/22/2024	Fittings, Ferrules, Hoses, Sleev…	67.50
Northport Auto Supply Co. Inc.	100822350	02/22/2024	Fittings, Ferrules, Hoses, Sleev…	47.84
Northport Auto Supply Co. Inc.	100822350	02/22/2024	Fittings, Ferrules, Hoses, Sleev…	37.60
Northport Auto Supply Co. Inc.	100822350	02/22/2024	Fittings, Ferrules, Hoses, Sleev…	71.40
Northport Auto Supply Co. Inc.	100822350	02/22/2024	Fittings, Ferrules, Hoses, Sleev…	10.20
Northport Auto Supply Co. Inc.	100822350	02/22/2024	Fittings, Ferrules, Hoses, Sleev…	19.76
Northport Auto Supply Co. Inc.	100822350	02/22/2024	Fittings, Ferrules, Hoses, Sleev…	9.36
Spire	INV0021643	02/22/2024	Northwood Garden Dr 87295…	20.90
Amazon Capital Services	1RD3-HWJG-PCTG	02/22/2024	HDMI Cables for SCADA at WTP	45.98
Lowe's Home Centers Inc.	73955	02/22/2024	Blanket - Misc Supplies for W…	99.14
Southern Pipe & Supply	9158478-00	02/22/2024	Mortar Mix and Gate Valves	770.00
Southern Pipe & Supply	9158478-00	02/22/2024	Mortar Mix and Gate Valves	199.50
Southern Pipe & Supply	91585839-00	02/22/2024	4" PVC x Clay Coupling	9.80
Southern Pipe & Supply	91585839-00	02/22/2024	6" PVC x Clay Couplings	60.00
Southern Pipe & Supply	91585839-00	02/22/2024	4" PVC x PVC Couplings	29.40
Ander's Hardware Co. Inc.	N1229197	02/22/2024	Blanket - Misc. Supplies for W…	42.66
Winfield Tool & Equipment Re…	341127-0001	02/22/2024	Blanket - Equipment Rental	196.36
Cintas	4183902100	02/22/2024	Payer # 14385564	98.49

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Cintas	4183902132	02/22/2024	Payer # 14385434	394.99
Southern Pipe & Supply	9158672-00	02/22/2024	PVC Cement, Cleaner, Strainer	25.74
Southern Pipe & Supply	9158672-00	02/22/2024	PVC Cement, Cleaner, Strainer	33.54
Southern Pipe & Supply	9158672-00	02/22/2024	PVC Cement, Cleaner, Strainer	50.00
Southern Pipe & Supply	9165241-00	02/22/2024	6" Dresser Style Coupling	677.40
Walmart	INV0021605	02/22/2024	Blanket - Distilled Water for …	45.18
Electric Machine Control Inc.	11856	02/22/2024	Council Approved - WTP SCA…	8,400.00
Patrick's Wastewater Services …	217	02/22/2024	Council Approved - Contract s…	360.00
			Department 39 - Utilities Total:	**417,691.20**
Department: 40 - Williamson Cemetery				
Alabama Power Company	INV0021608	02/22/2024	SB23192-17002	33.50
			Department 40 - Williamson Cemetery Total:	**33.50**
Department: 43 - Incentives				
Northport Corners	INV0021639	02/22/2024	Economic Incentive Payment	93,750.00
			Department 43 - Incentives Total:	**93,750.00**
Department: 45 - 2019 Additional Sales Tax				
Price Construction Company Ic.	Downtown Streetscape Phase …	02/22/2024	Downtown Streetscape Impro…	77.29
Price Construction Company Ic.	Downtown Streetscape Phase …	02/22/2024	CO#1- Downtown Streetscape…	121,701.08
Regions Bank	114494	02/22/2024	General Obligation Warrants …	1,925.00
TTL Inc.	2133614	02/22/2024	Master Agreement Amendme…	82,099.00
Sain Associates Inc	53225	02/22/2024	Safe Streets for All Safety Acti…	1,760.85
Amazon Capital Services	1Y66-3LXX-QLHH	02/22/2024	RRP and stapler	75.85
			Department 45 - 2019 Additional Sales Tax Total:	**207,639.07**
			Grand Total:	**1,081,825.97**

Report Summary

Fund Summary

Fund		Payment Amount
01 - GENERAL FUND		629,807.40
19 - GASOLINE EXCISE TAX FUND		31,710.68
22 - MUNICIPAL COURT JUDICAL ADMIN FUND		2,375.00
50 - WATER & SEWER FUND		417,932.89
	Grand Total:	**1,081,825.97**

Account Summary

Account Number	Account Name	Payment Amount
01-10151	Accounts Receivable-Ot…	7,027.13
01-15-000-50105	Office Supplies	14.39
01-15-000-50106	Office Equipment	236.56
01-15-000-50226	Downtown Parking Lease	12,000.00
01-15-000-50250	Community Events	3,683.25
01-15-000-50357	Janitorial Contracts - City…	39.62
01-15-000-50359	Fuel & Oil	691.12
01-15-000-50371	Maintenance - Facilities	88.18
01-15-000-50383	Repair - Facilities	138.28
01-15-000-50501	Utilities - Power	6,823.26
01-15-000-50561	Pest Control	79.00
01-15-000-50590	Utilities - Other	419.28
01-15-600-80003	Public Buildings	5,200.00
01-17-000-50359	Fuel & Oil	235.92
01-17-000-50366	Maintenance & Repair - …	365.50
01-17-000-50400	Training	440.00
01-22-000-50105	Office Supplies	111.03
01-22-000-50106	Office Equipment	1,422.48
01-22-000-50108	Equipment - Computers…	142.49
01-22-000-50109	Equipment - Routers & S…	6,718.14
01-22-000-50111	Software - License & Ma…	399.04
01-22-000-50348	Utilities - Internet	9,989.19
01-22-000-50366	Maintenance & Repair	126.49
01-22-000-50376	Service Contracts	2,240.00
01-25-000-50105	Office Supplies	178.00
01-25-000-50112	Advertising	61.60
01-25-000-50201	Audit Expense - Internal	11,300.00
01-25-000-50433	Taxpayer Business Audit…	1,556.25
01-26-000-50105	Office Supplies	111.74
01-26-000-50113	Computer Software	10,825.00
01-26-000-50210	Professional Services	1,250.00
01-26-000-50340	Drug Testing - Random	53.00
01-26-600-80000	Equipment	45,000.00
01-28-000-50112	Advertising - Admin	122.15
01-28-116-50112	Advertising - Planning C…	658.70
01-28-117-50112	Advertising - ZBA	91.70
01-28-600-80000	Equipment	35,988.94
01-32-000-50112	Advertising	731.92
01-32-000-50439	Street Light Installation	2,389.66
01-32-000-50503	Utilities - Power - Traffic …	845.56
01-32-000-50504	Power - Street Lights	29,885.17
01-33-000-50010	Hiring & Recruitment Ex…	1,446.88
01-33-000-50100	Dues	100.00
01-33-000-50108	Equipment - Computers…	875.02
01-33-000-50111	Software - License & Ma…	3,250.00
01-33-000-50275	Body Armor	1,424.00
01-33-000-50359	Fuel & Oil	12,192.03
01-33-000-50363	Maintenance Contracts -…	972.60
01-33-000-50367	Maintenance & Repair - …	7,198.04

Account Summary

Account Number	Account Name	Payment Amount
01-33-000-50368	Maintenance & Repair - …	68.99
01-33-000-50377	Supplies & Equipment - …	283.75
01-33-000-50382	Repair - Public Safety C…	14.99
01-33-000-50502	Utilities - Power	8,293.18
01-33-000-50562	Pest Control	179.00
01-33-000-50563	Utilities - Power - Comm…	1,455.07
01-33-600-80000	Equipment	23,390.00
01-35-210-50010	Hiring & Recruitment Ex…	723.00
01-35-210-50105	Office Supplies	416.49
01-35-210-50108	Equipment - Computers…	464.14
01-35-210-50283	Uniforms	97.00
01-35-210-50297	Turn Out Gear	339.00
01-35-210-50359	Fuel & Oil	3,798.71
01-35-210-50364	Lawn Care Supplies	42.29
01-35-210-50377	Supplies & Equipment - …	45.95
01-35-210-50402	Training - Departmental	530.00
01-35-210-50410	Maintenance & Repair - …	1,308.90
01-35-210-50411	Maintenance & Repair - …	233.86
01-35-210-50500	Utilities - Power	3,841.54
01-35-210-50560	Pest Control	286.00
01-35-211-50279	Living Quarters Supplies -..	152.99
01-35-211-50360	Maintenance - Station 1	15.64
01-35-211-50380	Repairs - Station 1	165.00
01-35-212-50279	Living Quarters Supplies -..	2,584.94
01-35-212-50360	Maintenance - Station 2	1,164.00
01-35-212-50380	Repairs - Station 2	6.39
01-35-212-50434	Janitorial Supplies - Stati…	51.60
01-35-213-50279	Living Quarters Supplies -..	150.00
01-35-213-50380	Repairs - Station 3	495.00
01-35-213-50434	Janitorial Supplies - Stati…	24.78
01-35-214-50279	Living Quarters Supplies -..	152.99
01-35-221-50242	Medical Supplies - Engin…	77.97
01-37-310-50010	Hiring & Recruitment Ex…	1,232.90
01-37-310-50105	Office Supplies	16.89
01-37-310-50261	Contract Shirts & Pants	1,104.05
01-37-310-50277	Janitorial Supplies	759.25
01-37-310-50303	Cleaning/Janitorial Suppl…	113.66
01-37-310-50356	Cleaning/Janitorial Suppl…	13.88
01-37-310-50359	Fuel & Oil	17,186.07
01-37-310-50375	Miscellaneous Drainage …	2,040.00
01-37-310-50400	Training	66.25
01-37-310-50500	Utilities - Power	5,261.58
01-37-310-50503	Power - Traffic Signals	2,421.37
01-37-310-50560	Pest Control	79.00
01-37-311-50221	Hand Tools - Beautificati…	95.50
01-37-311-50234	Supplies - Beautification	736.41
01-37-311-50387	Supplies - Community Ev…	264.86
01-37-312-50221	Hand Tools - Construction	196.53
01-37-312-50234	Supplies - Construction	744.95
01-37-313-50234	Supplies - Garbage	235.44
01-37-314-50234	Supplies - Maintenance	235.44
01-37-315-50234	Supplies - Rights of Way	235.44
01-37-315-50238	Personal Safety Supplies …	37.19
01-37-316-50234	Supplies - Shop	316.02
01-37-318-50380	Repairs - Public Works B…	1,046.50
01-37-320-50360	Maintenance - Garbage …	985.90
01-37-320-50380	Repairs - Garbage Trucks	2,957.16
01-37-321-50380	Repairs - Heavy Equipm…	346.70

Account Summary

Account Number	Account Name	Payment Amount
01-37-322-50360	Maintenance - Heavy Tr…	351.58
01-37-322-50380	Repairs - Heavy Trucks	13.68
01-37-323-50360	Maintenance - Trash Tru…	1,467.17
01-37-323-50380	Repairs - Trash Trucks	335.47
01-37-324-50360	Maintenance - Vehicles	1,594.04
01-37-324-50380	Repairs - Light Duty Vehi…	271.24
01-37-325-50360	Maintenance - Trailers &…	133.65
01-37-325-50380	Repairs - Trailers & Servi…	13.04
01-37-328-50234	Supplies - Traffic	330.39
01-37-331-50234	Supplies-Recycling	123.64
01-37-331-50380	Repairs - Recycling Trucks	278.60
01-37-350-50360	Maintenance - Misc Pro…	236.62
01-37-600-80006	Public Works Building R…	1,391.00
01-40000	Business License	4,335.34
01-40-000-50500	Utilities - Power - Willia…	33.50
01-40001	City Sales Taxes	788.96
01-43-000-60901	Northport Corners LLC	93,750.00
01-45-000-54002	Sports Complex	82,174.85
01-45-000-54007	Series 2023 Warrants	1,925.00
01-45-000-54400	Economic & Community …	1,760.85
01-45-600-54201	Downtown Streetscape	121,778.37
19-32-000-60062	Resurfacing Projects - City	31,710.68
22-17-000-50373	Judicial Services	2,375.00
50-39-510-50010	Hiring & Recruitment Ex…	237.56
50-39-510-50105	Office Supplies	7.49
50-39-510-50106	Office Equipment	133.91
50-39-510-50261	Contract Shirts and Pants	1,860.17
50-39-510-50305	Contract Services	749.32
50-39-510-50359	Fuel & Oil	8,487.64
50-39-510-50385	Raw Water Purchases	39,561.00
50-39-510-50394	Repairs - Heavy Equipm…	2,123.44
50-39-510-50396	Repairs - Vehicles	445.04
50-39-510-50403	Training - Technical	975.00
50-39-510-50473	Inventory Supplies	5.98
50-39-510-50500	Utilities - Power	92,998.51
50-39-510-50520	Utilities - Natural Gas	20.90
50-39-510-50550	Pest Control	177.00
50-39-510-50590	Utilities - Other	1,906.34
50-39-511-50106	Office Equipment	221.70
50-39-511-50201	Audit Expense	2,825.00
50-39-512-50106	Office Equipment	133.91
50-39-512-50108	Equipment - Computers…	541.98
50-39-512-50300	Chemicals	9,078.08
50-39-512-50309	Hand Tools and Equipm…	938.28
50-39-512-50313	Laboratory Supplies	2,521.04
50-39-512-50336	Repairs	8,400.00
50-39-512-50360	Maintenance	164.56
50-39-512-50454	Testing & Professional S…	519.68
50-39-513-50214	Professional Engineering…	845.00
50-39-513-50300	Chemicals	8,699.26
50-39-513-50313	Laboratory Supplies	116.78
50-39-513-50323	Sludge Disposal	42,600.10
50-39-513-50360	Maintenance	872.47
50-39-514-50430	Equipment Rental	196.36
50-39-514-50431	Construction & Repair S…	6,026.90
50-39-514-50473	Inventory Supplies	754.62
50-39-514-50477	Water Meters	14,180.40
50-39-515-50214	Professional Engineering…	3,200.00

Account Summary

Account Number	Account Name	Payment Amount
50-39-515-50431	Construction & Repair S…	152.45
50-39-515-50473	Inventory Supplies	1,316.70
50-39-600-81601	ARPA WWTP - Sludge Pr…	163,696.63
50-40114	Bad Debt Collections	241.69
	Grand Total:	**1,081,825.97**

Project Account Summary

Project Account Key		Payment Amount
None		1,081,825.97
	Grand Total:	**1,081,825.97**

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.3.
MEETING DATE: March 4, 2024
SUBJECT: Purchase Requisition for new kitchen cabinets at Fire Station #4, $9,318.90

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 new kitchen cabinets for Fire Station #4.
The total cost is $9,318.90 and includes tearing out the old cabinets, installing new cabinets, and all labor.
This project will be funded using the funds from selling one of our fire engines to the City of Reform.

Recommendation:
Approve this PO Request

Funding Source/GL Code:
GL Code No. 01-35-600-80003 Amount: $9318.90

Motion for Consideration:
Approval of the Consent Agenda will approve this expense in the amount of $9,318.90.

Davis Cabinet Shop, LLC

P.O. Box 481
Northport, AL 35476

Estimate

Date	Estimate #
5/16/2023	46440

Name / Address
City of Northport Fire Station Station # 4 Rose Blvd

Description	Total
23 ft Wall Cabinet	2,415.00
18 ft Base Cabinet	2,250.00
*Price includes soft closed concealed hinges, soft close full extension undermount drawer runners, slab drawer fronts and installation. **No tear out	0.00
Paint kitchen cabinets	1,845.00
Paint Grade kitchen cabinet doors	1,125.00
Laminate Top	810.00
Cabinet 24" Deep over Refrigerator	250.00
Hardware	173.90
Tear out and haul off old cabinets	450.00
Total	$9,318.90

If you decide to use a credit card we will charge 3%.

Phone #	Fax #	E-mail
205-752-9700		daviscabinet@comcast.net

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.4.
MEETING DATE: March 4, 2024
SUBJECT: Purchase Requisition, Replace 2 HVAC Rooftop Units, P&C Southern Solutions, $22,192.28

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

Prepared By: C.C. Thompson **Approved By: Brooke Starnes**

Summary:
Please find attached an estimate from P&C Southern Solutions to replace HVAC Rooftop Units (RTU) #2 and #3 that service City Hall West. The heat exchangers in the current RTUs have reached their maximum useful life, and the cost to repair the units exceeds the price of purchasing new units. The Department is respectfully requesting payment approval in the amount of $22,192.28, which includes both units and their installation.

Recommendation:
Approve

Funding Source/GL Code:
GL Code No. 50-39-600-80003 Amount: $22,192.28

Motion for Consideration:
Approval of the Consent Agenda will approve this expense in the amount of $22,192.28 to P&C Southern Solutions.

HEATING · AIR CONDITIONING · INSULATION
PO BOX 233
Northport, AL 35476
(205) 345-9112
info@pandchvac.com

Estimate

ESTIMATE#	84068450
DATE	01/02/2024
PO#	

CUSTOMER

City of Northport - Customer
Cityof Northport - Customer
3500 McFarland Blvd
Northport AL 35476

SERVICE LOCATION

3500 McFarland Blvd
Northport, AL 35476

DESCRIPTION Roof top unit/furnace

RTU 3

Description	Qty	Rate	Total
5 Ton Commercial Series Gas Pack Installation of 1 - 5 ton HEIL commercial gas package unit for RTU 3. Installation includes removing the unit and curb adapter, measuring the duct and fabricating a curb adapter from the duct to the new unit. this will keep the equipment lower to the roof line and easier to service. We will hook up all electrical and gas lines according to code and we will wire in an 120V plug at each unit. Note 1: The curb will take 7 to 10 days to fabricate and ship, we will cap off the curb with a metal cap while we wait Note 2: We will only be charging for 1 crane lift or 1 or all 3 as long as its at the same time , we will manually pick up the units from the roof to the curb when the curbs come in and we will get lift assistance from the maintenance dept boom truck to lift the curb to the back side of the roof. Note 3: Equipment is in stock no ordering delays as long as we get a green light quick so we can secure it.	1.00	11,096.14	11,096.14

CUSTOMER MESSAGE

Estimate prices are subject to change due to the ease or difficulty of construction, coordination and installation. Estimates & invoices for new construction are given on a cash or check payment basis. Please be advised if paying new construction invoices by credit/debit card, there will be a 3% convenience fee added to the total estimated price. This estimate expires 30 days from date of issuance.

Estimate Total: **$11,096.14**

PRE-WORK SIGNATURE

Signed By:

Estimate# 84068450

P&C SOUTHERN SOLUTIONS
HEATING · AIR CONDITIONING · INSULATION
PO BOX 233
Northport, AL 35476
(205) 345-9112
info@pandchvac.com

Estimate

ESTIMATE#	84068450
DATE	01/02/2024
PO#	

CUSTOMER

City of Northport - Customer
Cityof Northport - Customer
3500 McFarland Blvd
Northport AL 35476

SERVICE LOCATION

3500 McFarland Blvd
Northport, AL 35476

DESCRIPTION Roof top unit/furnace

Tag office

RTU 2

Description	Qty	Rate	Total
5 Ton Commercial Series Gas Pack Installation of 1 - 5 ton (upsized) HEIL commercial gas package unit for the tag office. Installation includes removing the unit and curb adapter, measuring the duct and fabricating a curb adapter from the duct to the new unit. this will keep the equipment lower to the roof line and easier to service. We will hook up all electrical and gas lines according to code and we will wire in an 120V plug at each unit. Note 1: The curb will take 7 to 10 days to fabricate and ship, we will cap off the curb with a metal cap while we wait Note 2: We will only be charging for 1 crane lift for 1 or all 3 as long as its at the same time, we will manually pick up the units from the roof to the curb when the curbs come in and we will get lift assistance from the maintenance dept boom truck to lift the curb to the back side of the roof. Note 3: Equipment is in stock no ordering delays as long as we get a green light quick so we can secure it.	1.00	11,096.14	11,096.14

CUSTOMER MESSAGE

Estimate prices are subject to change due to the ease or difficulty of construction, coordination and installation. Estimates & invoices for new construction are given on a cash or check payment basis. Please be advised if paying new construction invoices by credit/debit card, there will be a 3% convenience fee added to the total estimated price. This estimate expires 30 days from date of issuance.

Estimate Total: **$11,096.14**

Total
$22,192.28

PRE-WORK SIGNATURE

Signed By:

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.5.
MEETING DATE: March 4, 2024
SUBJECT: Purchase Requisition for Kitchen Cabinets Fire Station #1, $13,106.00

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

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

<u>Summary:</u>
This is a Purchase Order request for new kitchen cabinets at Fire Station #1.
Labor is to be completed by Davis Cabinet Shop for $13,106.00.
Part of this Purchase Order ($10,681.10) will be funded by the sale of the Fire Engine earlier this year.

<u>Recommendation:</u>
Approve this PO Request

<u>Funding Source/GL Code:</u>
GL Code No. 01-35-600-80000 Amount: $10, 681.10. 01-35-211-50380 $2,424.90

<u>Motion for Consideration:</u>
Approval of the Consent Agenda will approve this expense in the amount of $13,106.00.

Cody Kornegay

From: Bart Marshall
Sent: Wednesday, February 21, 2024 12:45 PM
To: Cody Kornegay
Cc: Kevin Mills; Kyler Sparks; Roger Potter; Adam Traweek
Subject: FW: Estimate for New Cabinetry St.1
Attachments: 46439.pdf

Approved.
Needs to go to council with the other
$10,681.10 charged to capital from Peirce truck sale
$2,424.90 charged to Station 1 repairs
Total should equal quote of $13,106.00
Thanks Bart

From: Kyler Sparks <ksparks@cityofnorthport.org>
Sent: Wednesday, February 21, 2024 12:06 PM
To: Bart Marshall <bmarshall@cityofnorthport.org>; Cody Kornegay <ckornegay@cityofnorthport.org>; Kevin Mills <kmills@cityofnorthport.org>
Subject: Fw: Estimate for New Cabinetry St.1

From: DAVIS CABINET <daviscabinet@comcast.net>
Sent: Wednesday, February 21, 2024 12:04 PM
To: Kyler Sparks <ksparks@cityofnorthport.org>
Subject: Estimate for New Cabinetry

Please see attachment.

Paige
Davis Cabinet Shop
205-752-9700

Davis Cabinet Shop, LLC

P.O. Box 481
Northport, AL 35476

Estimate

Date	Estimate #
5/16/2023	46439

Name / Address
City of Northport Fire Station City Hall Harper

Description	Total
24 ft Wall Cabinet	2,160.00
21 1/2 ft Base Cabinet	2,688.00
*Price includes 30" wall cabinets, soft closed concealed hinges, soft close full extension undermount drawer runners, slab drawer fronts, 1/2" overlay and installation.	
Paint cabinets	2,025.00
Paint grade cabinet doors	1,170.00
Laminate Tops	1,080.00
Corner Wall Cabinet	350.00
Corner Doors on base with Rev shelf	450.00
New custom built Cabinet Pantry	1,800.00
Laminate Tops for Office	1,170.00
Hardware	213.00
Total	$13,106.00

If you decide to use a credit card we will charge 3%.

Phone #	Fax #	E-mail
205-752-9700		daviscabinet@comcast.net

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.6.
MEETING DATE: March 4, 2024
SUBJECT: Purchase Requisition - 2024 Bridge Inspection Invoice - $16,900.00

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

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

Summary:
The Engineering department requests that the City Council approve payment for the 2024 Bridge Inspection invoice. The fiscal impact is $16,900.00. The invoice is attached.

Recommendation:
I recommend that this request be approved.

Funding Source/GL Code:
GL Code No. 01-32-000-50219 Amount: $16,900.00

Motion for Consideration:
I move that the City Council approve payment of the 2024 Bridge Inspection invoice in the amount of $16,900.00.

John B. Galloway
284 Temple Rd.
Petal, MS. 39465
Galloway150@aol.com
Ph. (205) 826-2612

Invoice: No. 00051NP
Feb. 15, 2024

Billed To:
City of Northport
3500 McFarland Blvd. 35476

Bridge Inspection Services

Structures Inspected	Date	Amount
Bin 020072	01/05/2024	$1,300.00
Bin 020073	01/05/2024	$1,300.00
Bin 020074	01/05/2024	$1,300.00
Bin 020075	01/05/2024	$1,300.00
Bin 002570	01/06/2024	$1,300.00
Bin 004873	01/06/2024	$1,300.00
Bin 017854	01/07/2024	$1,300.00
Bin 018314	01/07/2024	$1,300.00
Bin 015713	01/13/2024	$1,300.00
Bin 014727	01/14/2024	$1,300.00
Bin 014831	01/20/2024	$1,300.00
Bin 013888	01/20/2024	$1,300.00
Bin 014196	01/21/2024	$1,300.00

Total Amount Due: $ 16,900.00

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.7.
MEETING DATE: March 4, 2024
SUBJECT: Purchase Requisition, Pavement patch for Sinkhole at 3420 Highway 69, Central Alabama Asphalt & Construction Company, LLC, $6,000.00

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

Prepared By: C.C. Thompson **Approved By: Brooke Starnes**

Summary:
Please find attached an estimate from Central Alabama Asphalt & Construction Company, LLC, to provide all equipment, material, and labor required to put down three inches of asphalt paving to resurface an area of the Swen Chinese Restaurant parking lot located at 3420 Highway 69 that was damaged due to a sinkhole. The Public Works Department is respectfully requesting payment approval in the amount of $6,000.00.

Recommendation:
Approve

Funding Source/GL Code:
GL Code No. Northport First Funds Amount: $6,000.00

Motion for Consideration:
Approval of the Consent Agenda will approve this expense in the amount of $6,000.00 to Central Alabama Asphalt & Construction Company, LLC.

Central Alabama Asphalt & Construction Co., LLC
P.O. Box 20766
Tuscaloosa, AL 35402
Office: (205) 349-0910
Fax: (205) 752-0890
jrpoe@centralalabamaasphalt.com

PROPOSAL

PROPOSAL SUBMITTED TO:	PROJECT NAME:	DATE:
Mathew Knight	City of Northport SWEN Asphalt Paving	Fed 22,2024
TO OUR VALUED CUSTOMERS		PHONE:
ATTN: OWNER/ESTIMATOR	PROJECT LOCATION: Northport, Alabama	HOME:

WE HEREBY SUBMIT OUR PROPOSAL FOR:

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
MOBILIZATION/DEMOBILIZATION				
To Include All Equipment, Material & Labor Required To:				
*Mobilization/Demobilization	1	LS		$ -
ASPHALT PAVING ~ 3"				
To Include All Equipment, Material & Labor Required To:				
*Mobilization/Demobilization	1	LS		$ 6,000.00

Above Quote Is Based On Parking Lot Being (~ 60 SY)

BASE BID TOTAL--------------------- $ 6,000.00

General Notes:
Striping is not included unless noted
Excludes any civil work or civil appurtenances
Proposal is subject to increases in ALDOT A/C Index
Contractor cannot guarantee drainage with grades at less than 1%
Proposal does not include any patching/leveling unless noted above
Contractor not responsible for vegetative growth within asphalt
No traffic control or signage is included within the proposal
Contractor cannot guarantee base and/or paving if others install the base
Asphalt depths are approximate and are based on an average thickness
This is a unit price quotation & contract. Payment would be based on in place quantities
Subgrade/Base/Utilities shall be approved, on "blue-top" grade, and adequate for paving prior to our mobilization
If existing asphalt, subgrade and/or stone base show signs of depressions due to weight of traffic, additional cost will be added
Owner agrees Contractor shall not be held retainage on any pay request or held responsible for liquidated damages
Contractor not responsible for damage to existing concrete/asphalt during construction or for tack tracks on existing concrete or asphalt
Discovery of Unsuitable Material, Bond(s), Permit(s), Testing, Engineering, Layout(s), Utility Relocations are not included
Price is based on work being performed prior to December 31, 2024, supplemental pricing will be required for work after this date
Price includes only what is listed above and includes one mobilization for milling/paving work, if additional mobilizations are required cost may be incurred.

Payment to be made as follows:
Monthly estimates - Payment is due within 30 days of receipt of monthly estimate.
Finance charge will accrue from the due date at the rate of 1.5% per month (18% per annum).

All material is granted to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or devision from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Comp. insurance. All jobs must be started in a timely manner. Any delays will constitute a re-pricing and agreement of new price before commencement.

Authorized Signature ______________________________
Jonathon R. Poe
NOTE: This proposal may be withdrawn by us if not accepted within Thirty (30) days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Should the undersigned fail to pay this indebtedness, or any part thereof, when due, the entire unpaid balance shall become due and payable; in which the undersigned agrees to pay all costs of collecting, including a reasonable attorney's fee, plus a finance charge of 1.5% per month (18% per year) from the due date.)

ACCEPTED:

Date______________________________ **By:** ______________________________

Its: ______________________________

OWNER'S COPY

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.8.
MEETING DATE: March 4, 2024
SUBJECT: Purchase Requisition, Public Works Department Employee Uniforms, Ervin's Workwear & Boots, $18,022.10

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

Prepared By: C.C. Thompson **Approved By: Brooke Starnes**

Summary:
The Public Works Department provides its employees with uniforms to wear while they are on the job for safety and identification purposes. The Department is respectfully requesting payment approval in the amount of $18,022.10, to Ervin's Workwear and Boots for the cost of employee uniforms for the calendar year 2024, including managing inventory and logo application. This is an approved budget item included in the Fiscal Year 2024 Budget.

Recommendation:
Approve

Funding Source/GL Code:
GL Code No. 01-37-310-50261 Amount: $18,022.10

Motion for Consideration:
Approval of the Consent Agenda will approve this expense in the amount of $18,022.10 to Ervin's Workwear & Boots.

Public Works Department

2024 Employee Uniform Order

Item	Quantity	Price	Cost
Pants	324	$35.00	$11,340.00
Polo Shirt	40	$39.99	$1,599.60
T-Shirt			$0.00
Safety Green			$0.00
Short Sleeve	15	$12.50	$187.50
Long Sleeve	18	$17.00	$306.00
Navy			$0.00
Short Sleeve	14	$12.50	$175.00
Long Sleeve	21	$17.00	$357.00
Hoodie Sweatshirt			$0.00
Safety Green	57	$22.00	$1,254.00
Navy	15	$22.00	$330.00
Beanie			
Safety Green	70	$13.00	$910.00
Navy	16	$13.00	$208.00
Baseball Hat	67	$15.00	$1,005.00
Boonie Hat	25	$14.00	$350.00
		TOTAL	**$18,022.10**

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.9.
MEETING DATE: March 4, 2024
SUBJECT: Purchase Requisition - Replacement Pump for Carrol's Creek Pump Station, Hydra Service, Inc., $34,500.00

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

Prepared By: Allison Martin **Approved By: John Webb**

Summary:
The requisition to Hydra Service, Inc., in the amount of $34,500.00, is for the purchase of a pump for Carrols Creek Pump Station. One of the existing pumps at this station has reached its useful life and must be replaced to continue normal operations at the pump station.

Recommendation:
Approve

Funding Source/GL Code:
GL Code No. 50-39-515-50389 Amount: $34,500.00

Motion for Consideration:
Approval of the Consent Agenda will approve this expense in the amount of $34,500.00 to Hydra Service, Inc.

Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT

P.O. Box 365, 2104 Hwy 160, Warrior AL 35180
Telephone (205) 647-5326 Fax (205) 647-7449

TO:	Cynthia	FROM:	John Warren
BUS:	City of Northport	PHONE:	205-308-5357
PHONE:		DATE:	February 13, 2024
EMAIL:		QUOTE:	0224-149
REF:			

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

QTY	DESCRIPTION
1	Sulzer XFP105J-CB2 PE350/6 Submersible Pump • 46.9hp, 460v, 3ph; PE4 Frame • 49' of Cable, 1588 lbs
1	Delivery
	TOTAL PRICE: $34,500.00

Note: The material quoted is the best interpretation of the items provided for this project, and the customer shall review to ensure no additional items are needed.

The quote is good for 30 days unless otherwise noted. All material is subject to the engineer's final approval of submittal if required. Price is plus any taxes. Delivery, labor, and start-up are not included unless otherwise noted on the quote. Not included: any applicable taxes, installation costs, wetwell, valves, concrete work, foundation or pole for control panel, electrical connections, offloading, intermediate guide rail brackets, unless otherwise noted. No retainage is allowed.

John Warren
REVIEWED BY HSI REPRESENTATIVE

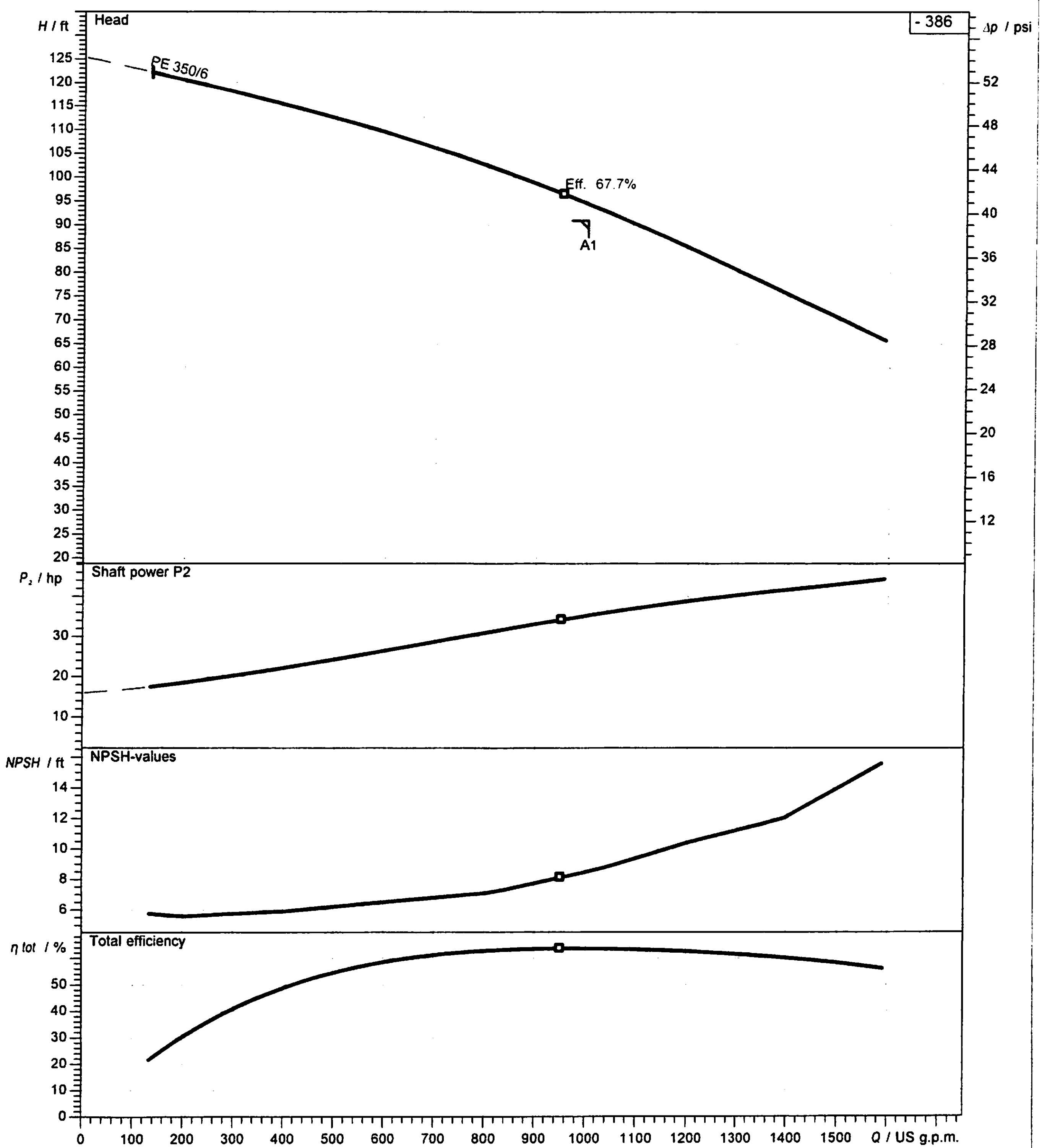
2/13/24
DATE OF REVIEW

PURCHASER SIGNATURE

DATE ACCEPTED

Curve number	Pump performance curves	SULZER
Reference curve XFP 105J-CB2 60 HZ	XFP 105J-CB2 60 HZ	

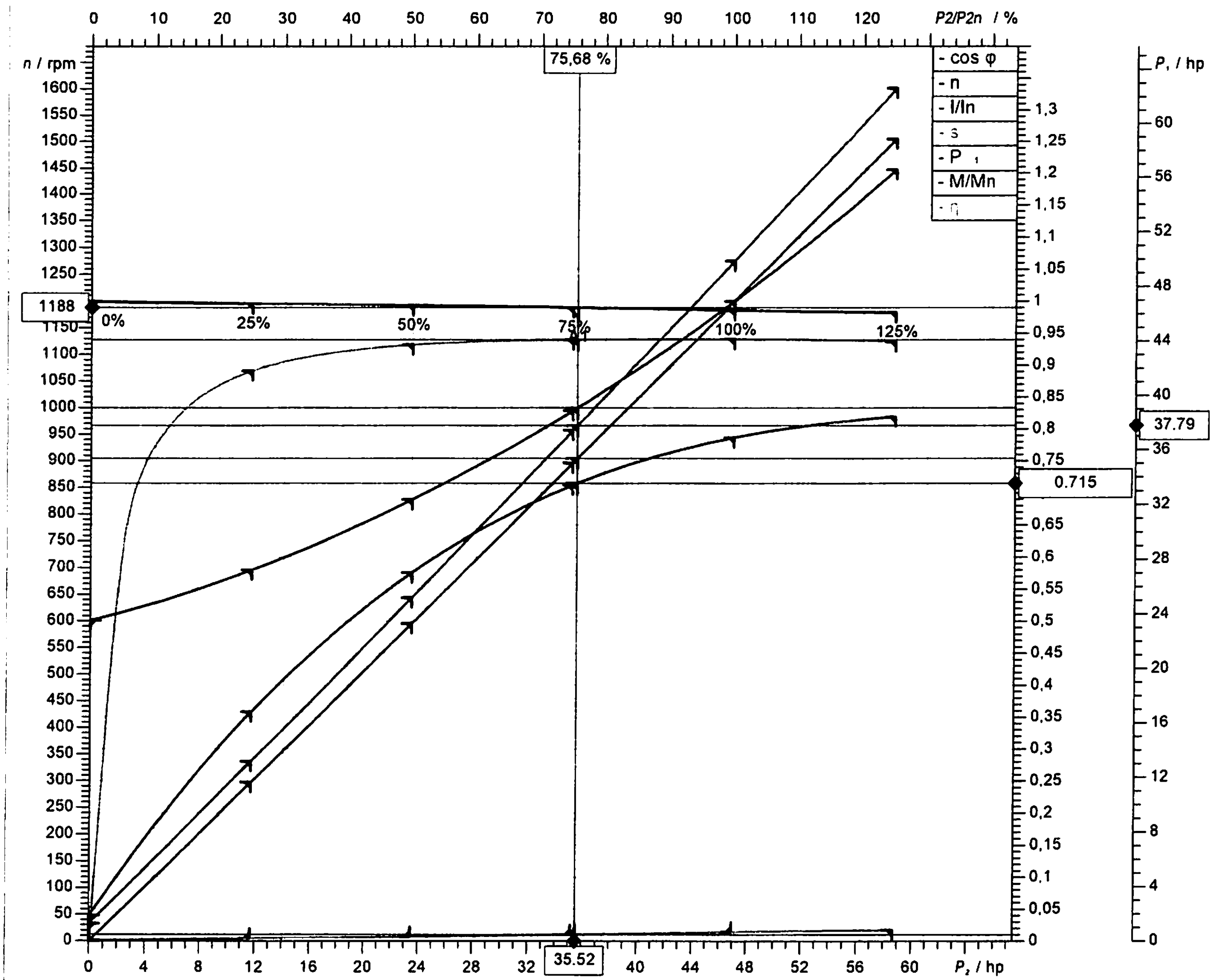
					Discharge	Frequency
					DN100	60 Hz
Density	Viscosity	Testnorm			Rated speed	Date
62,32 lb/ft³	1,082E-5 ft²/s	ISO9906:2012,HI 11.6/14.6 Gr2B			1188 rpm	2022-12-06
Flow	Head	Shaft power	Power input	Rated power P2	Hydraulic efficiency	NPSH
1015 US g.p.m.	93,8 ft	35,5 hp	37,8 hp	46,9 hp	67,6 %	8,6 ft



Impeller size	N° of vanes	Impeller	Solid size	Revision

Frequency 60 Hz	PE4	**Motor performance curve** PE 350/6	SULZER

Rated power	Service factor	Nominal Speed	Number of poles	Rated voltage	Date
46,9 hp	1,3	1180 rpm	6	480 V	2022-12-06



Symbol	No loac	25 %	50 %	75 %	100 %	125 %
P_2 / hp	0	11,73	23,47	35,2	46,94	58,67
P_1 / hp	1,271	13,17	25,18	37,45	49,89	62,64
η / %	0	89,1	93,19	93,98	94,07	93,66
n / rpm	1199	1195	1192	1188	1183	1179
cos φ	0,03999	0,3581	0,5759	0,7121	0,7864	0,819
I / A	28,5	32,99	39,23	47,17	56,9	68,6
s / %	0,08333	0,4167	0,6667	1	1,417	1,75
M / lbf ft	0	51,57	103,4	155,6	208,4	261,4

Tolerance according to VDE 0530 T1 12.84 for rated power

Starting current	Starting torque	Moment of inertia	No. starts per hour	

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.10.
MEETING DATE: March 4, 2024
SUBJECT: Purchase Requisition - Wastewater Grade IC Certification Training, Water Girl Consulting, $7,500.00

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

Prepared By: Allison Martin **Approved By: John Webb**

Summary:
The purchase requisition to Water Girl Consulting, in the amount of $7,500.00, is for Wastewater Grade IC Certification training. The training will take place on February 29th, March 1st, 5th, 6th, and 14th in Northport, AL.

Recommendation:
Approve

Funding Source/GL Code:
GL Code No. 50-39-510-50403 Amount: $7,500.00

Motion for Consideration:
Approval of the Consent Agenda will approve this expense in the amount of $7,500.00 to Water Girl Consulting.

Water Girl Consulting

Phone: (256)-735-8185
Phone: (256)-339-1525
Email: watergirlconsulting@yahoo.com
Email: usfilters2003@yahoo.com

Wastewater Grade IC Certification Training

When: February 29th, March 1st, 5th, 6th, and 14th

Location: Northport Wastewater Treatment Plant

Employees Attending: Allen Colburn & Josh Taylor

Cost $1,500.00 per day.

TOTAL: $7,500.00

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.11.
MEETING DATE: March 4, 2024
SUBJECT: Purchase Requisition, Downtown Wi-Fi Project power to access points, AllStar Service Pros, $8,876.00

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

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

Summary:
The IT Department requests requisition approval to AllStar Service Pros, LLC., for connecting power to access points for the Downtown Wi-Fi Project. This is part of a T-Mobile grant. Requisition No. 241875.

Recommendation:
Approval of the Consent Agenda will approve this request.

Funding Source/GL Code:
GL Code No. 01-22-600-80000 Amount: $8,876.00

Motion for Consideration:
Approval of the Consent Agenda will approve this expense in the amount of $8,876.00 to AllStar Service Pros, LLC.

Allstar Service Pro LLC.

PO Box 1032
Northport, AL. 35476
205-339-7827

Invoice

Date	Invoice #
2/21/2024	9761

Bill To
City Of Northport 3500 McFarland Blvd. Northport, Alabama 35476

P.O. No.	Terms	Project
	Net 0	

Quantity	Description	Rate	Amount
	Downtown WiFi access power. Pulled up pavers and installed conduit from bench outlets to pole lights. Installed wiring from existing outlets to WiFi access boxes on top of poles. Installed outlets in access cabinets and powered up. Reinstalled pavers after conduit was installed.	8,876.00	8,876.00

Total $8,876.00

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.12.
MEETING DATE: March 4, 2024
SUBJECT: Purchase Requisition - Annual Vertiv Corporation Contract - $5,548.00

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 Vertiv Corporation is for the Annual Maintenance Contract on the Police Department's radio towers in the amount of $5,548.00.

Recommendation:
Approve the requisition/

Funding Source/GL Code:
GL Code No. 01-33-000-50408 - Communication Systems Amount: $5,548.00

Motion for Consideration:
Approval of the Consent Agenda will approve this expense in the amount of $5,548.00 to Vertiv Corporation.

Proposal for Service

Vertiv Corporation

2/21/2024
CITY OF NORTHPORT

VERTIV.

2/21/2024
CITY OF NORTHPORT
CPQ-638325-1

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (205) 444-9191. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Morgan Berry

6775 Meadow Lane
Alpharetta, GA 30005

PHONE (770) 781-0431
EMAIL mberry@joepowell.com

Order CPQ-638325-1

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over $10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

Standard Maintenance Contracts:
Site#: 1172954
MARTIN ROAD SPUR
13205 MARTIN RD SPUR
NORTHPORT, AL
35473
US

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1697633	APS 5-20	AS4D0NCYHNNX919	1	ESSENTIAL (05/16/2024) - (05/15/2025)	$2,087.22
1697635	NFIN MBC	NMBHW81	1	ESSENTIAL (05/16/2024) - (05/15/2025)	$686.78
1697636	NFIN MBC	NMBHW81	1	ESSENTIAL (05/16/2024) - (05/15/2025)	$686.78

Item Sub Total Price: $3,460.78

Standard Maintenance Contracts:
Site#: 1137104
CITY OF NORTHPORT
12995 LK LURLEEN RD
COKER, AL
35452
US

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1697634	APS 5-20	AS4D0NCYHNNX919	1	ESSENTIAL (05/16/2024) - (05/15/2025)	$2,087.22

Item Sub Total Price: $2,087.22

Total price not including tax: $5,548.00
any tax required must be included in customer purchase order
Payment Terms: Net 30 Days

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

PERIPHERALS MAINTENANCE BYPASS CABINET MODULE BATTERY DISCONNECT, LOAD BUS SYNC, POWER TIE, SLIM LINE DISTRIBUTION CABINET

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Clean any foreign material and dust from internal compartments.
4. Perform a status check of alarm circuits. (If Applicable).
5. Calibration of the equipment to meet manufacturer's specifications (if applicable).
6. Operational checkout of the system to include transfers and proper status indications.
7. Check or perform Engineering Field Change Notices (FCN) as necessary.
8. Return unit to operational service with normal load then measure and verify display indications.

ASSUMPTIONS AND CLARIFICATIONS

Includes 100% parts coverage, excluding circuit breakers and switches.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

ALL SINGLE PHASE MODELS (EXCLUDES NFINITY)

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage including internal batteries (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

1. Record the phase to phase and phase to neutral input voltages.
2. Perform a temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
3. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
4. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
5. Inspect for broken, brittle, damaged, or heat stressed components and cables.
6. Clean any foreign material and dust from internal compartments.
7. Perform a status check of alarm circuits.
8. Perform an operational test of the system including unit transfer and battery discharge.
9. Check or perform Engineering Field Change Notices (FCN) as necessary.
10. Return the system to normal load and verify the output voltage. Calibrate as necessary.
11. Review system performance with customer to address any system questions.

Battery Full Preventive Maintenance Service

1. Check integrity of battery cabinet.

2. Visually inspect battery system for: swelling, leaks, loose foreign objects, overheated or corroded cables and connectors, loose connections on batteries, and appropriate product labels related to safety and warning hazards.
3. Clean and neutralize cell tops as required.
4. Tighten all battery terminal connections to their proper specifications.
5. Measure and record DC bus ripple voltage.
6. Measure and record total battery float voltage.
7. Record room ambient temperature.

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

Order Number: CPQ-638325-1

Purchase order must be assigned to:
Vertiv Corporation
505 N. Cleveland Avenue.
Westerville, OH 43082

Payment remittance address:
Vertiv Corporation
PO Box 70474
Chicago, IL 60673

FID# 31-0715256

PO should be e-mailed with signed proposal to:
Email: mberry@joepowell.com

EXCITING NEWS: On Sept. 1, 2018, we transitioned to Vertiv Corporation as our legal entity. Visit http://vertivco.com/legalentityinfo for changes you may need to make.

Please complete the following information (All fields are required):

Purchase Order Number: ____________________ Purchase Order attached: Yes No

If PO ***NOT*** attached, please specify reason: ____________________

Invoice Delivery Method: Web Billing (Attach Instructions) Mail Other____________________

Accounts Payable Email ____________@____________

Billing Contact Person: ____________________ Phone: ____________________

Email: ____________________ Fax #: ____________________

Bill-To Company Name: ____________________ Bill-To Address: ____________________

Federal Tax ID # ____________________ Bill-To City, ST Zip: ____________________

Tax Exempt: Yes (Attach tax exempt certificate) No

Site Services/IT Contact Person:____________________ Phone: ____________________

* * COVERAGE DETAILS * *

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.
Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

Morgan Berry 2/21/2024
Morgan Berry Date

Accepted By:

X____________________
Buyer Signature Required Date

X____________________
Printed Name Phone

VERTIV.

Vertiv Corporation
TERMS AND CONDITIONS OF SALE

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES**: Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices. A service charge of $19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of $750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

2. **TAXES**: Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT**: Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. **SHIPMENT AND DELIVERY**: While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Place (DAP) basis, per Incoterms 2020, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2020, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes, spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY**: Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) the refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESALE PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE. SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY**: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE**: Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of $2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability (CGL) for bodily injury and property damage with a limit of $2,000,000 per occurrence and per location aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of $2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **PATENTS AND COPYRIGHTS**: Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software.

In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. **EXCUSE OF PERFORMANCE**: Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods, Software or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods, Parts, and/or Software, and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION**: Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES**: Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made to order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL**: GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT**: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE**: Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING**: Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION**: Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING**: Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS**: Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. **BILLABLE SERVICES**: Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor. Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. **DRAWINGS**: Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. **BUYER SUPPLIED DATA**: To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT**: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION**: Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS**: These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

25. **DATA COLLECTION AND USE**: By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries,

and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred, transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

26. **PRIVACY**: Seller will collect and process personal data of those employed by or otherwise affiliated with Buyer in accordance with Seller's "Privacy Notice for Customers and Suppliers – California" available here www.vertiv.com/ca-privacy (the "Notice"), which Notice the Buyer hereby acknowledges having received, read, and understood. In the event of any queries or concerns with its contents, Buyer must contact Seller at the contact details provided in the Notice prior to entering into this Agreement or the commencement of performance hereunder, in failure of which, the terms of the Notice will be deemed accepted and consented to in their entirety.

27. **ADDITIONAL SERVICE CONDITIONS**: The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

28. **INDEMNITY**: Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.13.
MEETING DATE: March 4, 2024
SUBJECT: Purchase Requisition - installation of radios and cradlepoints in new Explorers - $6,000.00

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 MCA is for labor to install radios and Cradlepoints in the new Explorers for the amount of $6.000.00

Recommendation:
Approve the requisition.

Funding Source/GL Code:
GL Code No. 01-33-600-80000 - Capital Budget Amount: $6,000.00

Motion for Consideration:
Approval of the Consent Agenda will approve this expense in the amount of $6,000.00 to Mobil Communications America.

Mobile Communications America

MOBILE COMMUNICATIONS AMERICA
3720 HARGROVE RD EAST
TUSCALOOSA, AL 35405
Phone: 205-553-2122
Fax: 205-553-3455

QUOTATION

663002111

Bill To:
Northport AL City of
3500 Mcfarland Blvd
Northport, AL 35476

Ship To:
Northport AL City of
3500 Mcfarland Blvd
Northport, AL 35476

Contact:
Contact #:

Contact:
Contact #:

Date: 02/13/2024	Customer #: 114687	Terms: NET 30 DAYS

Qty	Item	Description	U/M	Unit Price	Extended
1	NOTE	Northport PD Fields is the POC	EA	0.00	0.00
10	VI-LO	VEHICLE INS/REM LABOR ONLY Labor only for customer provided Radios and Cradlepoints. Parts were quoted on Quote #686000783 Price listed is for doing install the SAME time as the vehicle upfits. Labor will go up, if vehicle has to be taken apart for installation after vehicle upfit is completed. X10 Dash mount radio installs, X10 Cradlepoint installs, at MCA location.	EA	600.00	6,000.00

Accepted By: ______________________________ **Date:** ____________

Please contact customer representative by phone or email with any questions:
Customer Rep: Patrick Roberts
Phone #:
Email: patrickroberts@callmc.com

Subtotal :	$6,000.00
Tax :	
Total Quote :	$6,000.00

Quote Valid for 30 Days.

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

All orders are subject to partial shipment and partial invoice

Tax calculations provided are estimates and are subject to change.

MCA

MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

"**MCA**" shall mean Mobile Communications America, Inc. and "**Buyer**" shall mean the customer named in the applicable Order (defined below). "**Parties**" shall mean MCA and Buyer, collectively, and "**Party**" shall mean MCA or Buyer, individually. "**Products**," "**Equipment**" or "**Services**" shall individually or collectively mean the equipment and parts (with respect to Products and Equipment) and services (with respect to Services) referred to in the applicable Order. These Terms and Conditions ("**T&Cs**") shall apply to and form a part of all orders for Services and, if applicable, Products, issued by Buyer and expressly accepted by MCA (each, an "**Order**" and together with the T&Cs, the "**Agreement**"). The Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these T&Cs and the Order, these T&Cs shall govern, unless the Order expressly states that the terms and conditions of the Order shall control. Neither the transactions contemplated hereby and/or the Agreement, nor any Order consummated between the Parties, are intended to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed employees of the other Party. Buyer shall place an Order with MCA in compliance with these T&Cs.

MCA reserves the right, without notice to Buyer, to provide any Product through, or cause any of its obligations under these T&Cs to be performed by, any of its Affiliates. In such case, the work shall be treated as a separate agreement between the Buyer and Affiliate, governed by these T&Cs with the Affiliate taking the place of MCA for all purposes herein. Buyer is to make payment directly to the Affiliate for such Orders. For the purposes of these T&Cs, "**Affiliate**" shall mean, with respect to a Party, any entity which owns or controls, is owned or controlled by, or is under common ownership or control with, such Party. In addition, MCA may subcontract the Services provided to Buyer to a third party without Buyer's consent, provided that such subcontracting will not release MCA from any of its obligations under the Agreement.

MCA's acceptance of an Order is expressly conditioned upon Buyer's consent to these T&Cs. These T&Cs prevail over any other terms and conditions or other provisions contained in Buyer's documentation whether pre-printed or attached to any Order or any other documentation exchanged by the Parties. If these T&Cs are not acceptable to Buyer, Buyer must so notify MCA prior to Order placement by specific written objection. Buyer's consent to these T&Cs will be conclusively established by Buyer's acceptance of a quote from MCA, unless written objections are received prior to Order placement. No waiver, alteration or modification of these T&Cs shall be binding on MCA unless in writing and signed by an Executive Officer of MCA. The quantity, quality and description of the Equipment shall be as specified in an applicable Order and/or any applicable specification agreed to in writing by the Parties. Solely with respect to Services, MCA's acceptance of an Order is also expressly subject to MCA's inspection of the site where the Services will be performed and its suitability for the Services in MCA's sole and absolute discretion.

QUOTATION DETAILS: All quotations reflect U.S. Dollars. All payments must be made in U.S. Dollars. If Buyer makes payment by check, the check must be drawn on a US bank. Payment shall not be deemed received by MCA for any purpose hereunder, including MCA's security interest in the Products, until such time as MCA receives cleared available funds. The price for the Services and, if applicable, the Products, or the manner or method by which such prices shall be set or finally determined, shall be set forth in the Order. Buyer acknowledges that Product prices may fluctuate due to manufacturer costs, supply chain variances or Force Majeure Events (hereinafter defined). As such, MCA reserves the right to adjust Services and/or Product prices accordingly and/or cancel Orders at any time. MCA will make reasonable effort to provide Buyer timely notice of such changes. The right to refuse to accept any Orders for any reason is reserved by MCA even if a previous quotation has been made.

TERMS AND METHODS OF PAYMENT: Payment shall be due and payable thirty (30) days from the date of invoice. Payment shall not be withheld on account of any claim by Buyer against MCA. If Buyer disputes any portion of a MCA invoice, Buyer shall pay the undisputed portion when due and MCA and Buyer shall work to resolve the dispute within thirty (30) days. Nonpayment or delay in payment by Buyer shall be considered a breach of the Agreement.

Each Order, assuming due fulfillment thereof, shall be considered a separate and independent transaction and payment therefor shall be made accordingly. If services, installation and/or shipments (as applicable to a particular Order) are delayed by the Buyer, payments shall be due on the date when MCA is prepared to perform (or cause a third party to perform). Products held for the Buyer shall be at the risk and expense of the Buyer. Products shipped as exchanges will be invoiced for full value until the exchange is complete and Product has been returned to MCA in good and working condition, at which point a credit for the full value will be given to Buyer. If the financial condition of the Buyer at any time does not, in MCA's sole and absolute discretion, justify continuance of performance or shipment on the terms of payment specified, MCA may require full or partial payment from the Buyer in advance in MCA's sole and absolute discretion. In the event of bankruptcy or insolvency of the Buyer, or in the event any proceedings are brought by or against the Buyer under any bankruptcy or insolvency laws, MCA shall be entitled to cancel any Order then outstanding and shall receive reimbursement for any expenses incurred by it in connection with such cancellation and any applicable cancellation charges.

Buyer grants to MCA a purchase money security interest in the Products, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the Products shall pass to Buyer free of such security interest. Buyer hereby authorizes MCA to take any and all steps it determines are necessary to cause its security interest to be maintained and perfected, including, without limitation, the filing of any financing statements, and any amendments and/or renewals thereof. Any invoiced amount which is not paid in accordance with these T&Cs shall be considered overdue. MCA shall be entitled, without prejudice to any of its other rights or remedies, after a seven (7) day grace period to charge Buyer with interest at the rate of 1.5% of total past due amount. Buyer shall not deduct from any invoice any amounts, except such amounts as are set forth in any written credit memorandum (or equivalent) issued by MCA to Buyer prior to the due date of the outstanding invoice. Upon any default or breach by Buyer hereunder and to the extent applicable, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Buyer's premises and repossess and remove any Products if full payment has not been timely received by MCA.

Buyer shall not and acknowledges that it will have no right, under these T&Cs or any other agreement, document, or law to withhold, offset or debit any amounts owed or due to MCA or any of its Affiliates, whether under these T&Cs or any other agreement between the Parties against any other amount owed or due to MCA or any of its Affiliates under any other document or agreement between MCA and/or any of its Affiliates, on the one hand, and Buyer and/or any of its Affiliates, on the other.

STANDARD TERMS WITHOUT CREDIT: If Buyer has not established preliminary credit with MCA, prepayment of full amount under the Agreement is required, unless such requirement is waived by MCA in its sole and absolute discretion.
STANDARD TERMS WITH CREDIT:

A. Up to $50,000.00 - Net within thirty (30) days after date of invoice submitted by MCA.
B. Over $50,000.00 require the below milestone payments:
   40% down once an Order is accepted by MCA
   50% once materials shipped for Buyer's use
   10% within thirty (30) days of the earlier of invoice or completion of installation, if applicable.

NON-STANDARD CREDIT TERMS: Negotiable prior to Order acceptance.

NON-STANDARD PAYMENT TERMS:

A. Cash
B. Credit card payments by customers with credit terms with MCA

Non-standard payment terms may be subject to convenience fees, in MCA's sole and absolute discretion.

LATE FEES: Without prejudice to any other rights or remedies of MCA, if payment is outstanding after a seven (7) day grace period, 1.5% of the total past due amount will be added to the balance.

TAXES: The prices stated in any quote or Order may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the Services and, if applicable, the Products will be added by MCA to the sales price and shall be paid by the Buyer, unless Buyer provides MCA with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Buyer shall pay to MCA the full payment of any such increase no later than ten (10) days after receipt of invoiced charges.

DELIVERY: Unless otherwise specifically stated in an agreement between the Parties, delivery of all Products shall be FOB MCA's shipping facility or at MCA's option, FOB point of manufacture. Ground shipment charges through carrier chosen by MCA, unless carrier agreed upon by Buyer and MCA, will be prepaid and added to invoice. Title and risk of loss or damage shall pass to Buyer upon MCA's delivery of the goods to a common carrier or other delivery agency for shipment to Buyer. MCA assumes no liability in connection with shipment nor shall the carrier in any way be construed to be an agent of MCA. MCA shall not be liable for any damages or penalty for delay caused by transportation or failure to give notice of such delay. The Equipment shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, if applicable, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course. The Equipment shall be delivered to the delivery address stated in the order on the date or within the period stated in the order, in either case during the Buyer's usual business hours. If MCA is unable to make deliveries as specified by Buyer, MCA shall notify Buyer immediately. Insurance is not included in the price unless requested by Buyer at the time of order placement. It shall be the responsibility of the Buyer to file claims with the carrier for loss or damage to goods while in transit.

INSPECTION: MCA shall take any steps necessary to comply with any reasonable request by the Buyer to inspect or test the Products prior to installation. If as a result of inspection or testing the Buyer is not satisfied that such Products will perform as anticipated per the written guidelines of the applicable manufacturer of a particular Product (each, a "**Manufacturer**"), and if the Buyer so informs MCA within seven (7) days of inspection or testing, MCA shall take commercially reasonable steps as are necessary to ensure compliance. Failure to so inform MCA within such seven (7)-day period shall constitute Buyer's irrevocable waiver of its rights under this Section.

LIMITED WARRANTY:

A. MANUFACTURER'S WARRANTIES. Manufacturers of the Products provide warranties, including, a software warranty and a license warranty, of varying periods and coverage (collectively, "**Manufacturer Warranties**"). Written copies of Manufacturer Warranties are available upon request. Buyer acknowledges and agrees that MCA shall have no obligation whatsoever in respect of Manufacturer Warranties and makes no warranty with respect to any goods or supplies supplied by any third party.

B. LIMITED SERVICES WARRANTY. MCA warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement ("**Limited Services Warranty**"). The Limited Services Warranty shall survive for a period of twelve (12) months following the date Services commences (the "**Warranty Period**"). The Limited Services Warranty is not assignable or transferrable to any third party (including any Affiliate of Buyer).

C. **WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED SERVICES WARRANTY, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES AND/OR ANY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (E) OTHER WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

D. WARRANTY CONDITIONS. MCA shall not be liable for a breach of the Limited Services Warranty unless: (A) Buyer gives written notice of breach thereof, reasonably described, to MCA within twenty (20) days of the time when Buyer discovers or ought to have discovered the breach and such notice is given during the Warranty Period and (B) MCA reasonably verifies Buyer's claim that the Services was defective. MCA shall not be liable for a breach of the Limited Services Warranty if (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow MCA's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products; or (iii) Buyer alters or repairs such Products without the prior written consent of MCA.

E. EXCLUSIVE REMEDIES. Subject to Buyer's compliance with the paragraph titled "Warranty Conditions" above, Buyer's sole and exclusive remedy for breach of the Limited Services Warranty shall be, in MCA's sole discretion, (i) to repair or re-perform the applicable Services or (ii) to credit or refund the price of such Services at the pro rata contract rate. **SUCH REMEDY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MCA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICES WARRANTY.**

SHORTAGES AND DEFECTS OF PRODUCTS: Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the Product. Any claim of shortages or defects must be made within three (3) days of delivery to Buyer. Claims must be provided to MCA in writing and must detail for MCA the specific reason(s) for rejection. Buyer shall afford MCA prompt and reasonable opportunity to inspect all Products against which any claim is made. Buyer shall not return any Equipment to MCA without prior authorization. After MCA has reviewed the rejection notice and authorized the return, Buyer will return the unit to MCA (or MCA's designee) in the same condition as when it was received. All returns must be in the original container and packaging along with all accessories and instructions included must be shipped freight prepaid. Notwithstanding the foregoing, (a) in the event MCA reasonably determines that the basis for rejection relates to a matter covered by a Manufacturer Warranty, MCA shall have no liability under this Section other than to inform Buyer of such determination.

FORCE MAJEURE: MCA shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, flood, fire, earthquake, explosion, acts of the Buyer, acts of civil or military authority, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, embargoes or blockades, national or regional emergency, judicial action, pandemic, epidemic, default of subcontractors or vendors, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary power, labor or materials (each, a "**Force Majeure Event**"). In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended in writing for a period equal to the time lost.

CANCELLATION: Special order items are not cancelable due to restrictions in third party vendor terms and conditions. Orders of (i) Products regularly stocked by MCA and (ii) Services may be cancelled, subject to the following terms. If Buyer provides written notice of cancellation prior to shipment of Products or commencement of the Services (whichever occurs first), the Order may be cancelled without charge. If Buyer provides written notice of cancellation once shipment of Products has occurred or Services have commenced, but prior to delivery and installation (with respect to Products) or completion (with respect to Services), Equipment may be returned at Buyer's expense and may be subject to restocking charges and Buyer will be charged and agrees to pay for all Services (or portion thereof) rendered to Buyer. Programmed Equipment may be returned at MCA's discretion and will be subject to a reprogramming fee. Orders may not be cancelled once Products are delivered and installed. Orders may not be cancelled, and Buyer will be charged for and agrees to pay for all Equipment actually delivered or Services rendered, upon the earlier of (x) the completion of the Services and (y) the delivery and installation of the Products.

ASSIGNMENT: The Buyer shall not assign in whole or in part these T&Cs or any interest therein or any rights hereunder without the written consent of MCA, which shall not be unreasonably withheld or delayed. Any such assignment without consent shall be void. Notwithstanding the foregoing, MCA may assign these T&Cs or any other agreement between the Parties, without consent in whole or in part, for the purposes of corporate reconstruction, reorganization, or analogous proceeding, or to (a) any Affiliate; or (b) a third party in the event of a merger, recapitalization, conversion, consolidation, other business combination or sale of all or substantially all of the assets of MCA to such third party.

TERMINATION FOR DEFAULT: In the event that a Party (the "**Breaching Party**") is in breach of a material provision of the Agreement, the other Party (the "**Non-Breaching Party**") shall submit a written cure notice to the Breaching Party advising of such breach. Except in the case of amounts due to MCA from Buyer, which shall be paid immediately upon Buyer's receipt of the notice, the Breaching Party shall have thirty (30) days from receipt of such notice to cure the breach. If the Breaching Party does not cure the breach within the thirty (30) day cure period, the Non-Breaching Party may terminate the Order.

SEVERABILITY: If any provision or part-provision of these T&Cs is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these T&Cs.

DISPUTES: MCA and Buyer shall attempt in good faith to resolve any dispute, controversy, or claim arising under or relating to an Order or these T&Cs by negotiation between the representatives of each Party who have the authority to settle the dispute. If the Parties are unable to resolve such dispute, either Party may refer the dispute to arbitration. The arbitration shall be conducted in English and in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Spartanburg County South Carolina, United States of America, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. Examination of witnesses by the Parties and by the arbitrator shall be permitted. A written transcript of the hearing shall be made and furnished to the Parties. The cost of this transcript shall be borne equally by the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based and shall be final and binding upon the Parties. The prevailing Party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of attorneys' fees, at the discretion of the arbitrator. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. Each Party irrevocably and unconditionally waives any right to a trial by jury in respect to any legal action arising from these T&Cs or any other agreement between the Parties.

GENERAL: Both Parties will comply with all applicable federal, state and local laws. These T&Cs shall be governed by the laws of the State of South Carolina, without regard for conflict of laws provisions thereof. If any term or provision of these T&Cs shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the rights and obligations of the Parties shall be construed and enforced as if these T&Cs did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of these T&Cs or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.

GOVERNMENT CONTRACTS: In the event that the Buyer's customer is the United States Government, the Services and, if applicable, Products are purchased as Commercial Services or Commercial Products, respectively, under the Federal Acquisition Regulation ("**FAR**"), and MCA will agree to comply with, if applicable, FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services). Any other Government flow downs shall be negotiated by the Parties and agreed upon between the Parties in writing prior to acceptance of an Order by MCA.

FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications as a courtesy, Buyer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of the Buyer in FCC or other governmental matters.

LIMITATIONS:

A. LIMITATIONS OF MCA LIABILITY. IN NO EVENT SHALL MCA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY MATTER ARISING OUT OF OR RELATED TO THESE T&Cs IN RESPECT OF ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

B. MAXIMUM LIABILITY. IN NO EVENT SHALL MCA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE T&Cs, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCTS SOLD AND/OR SERVICES RENDERED HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.

C. EXCLUSIONS. Notwithstanding the foregoing, the limitations of MCA's liability set forth herein shall not apply to (i) liability resulting from MCA's willful misconduct and (ii) death or bodily injury resulting exclusively from MCA's acts or omissions.

D. INSURANCE: It is further understood that MCA is not an insurer, and that Buyer shall obtain and maintain all necessary and appropriate policies of insurance in respect of its obligations under these T&Cs. MCA does not represent or warrant, and MCA hereby expressly disclaims any responsibility for, that Products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the Equipment sold herein.

E. NO REPRESENTATIONS. MCA's representatives are only authorized to fill in the blanks on any agreement, sales order or quote form governed by these T&Cs. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Buyer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.

INDEMNIFICATION: Each Party (the "**Indemnifying Party**") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, and employees (the "**Indemnified Party**") from and against any and all liabilities, losses, damages, expenses, liens, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines costs and expenses, including, without limitation, reasonable attorneys' fees, costs of collection, costs of recovering insurance, and costs of enforcing this indemnification provision ("**Claims**") for death, personal injury, or property damage arising out of any negligent act or omission of the Indemnifying Party in the performance of an Order, except to the extent such Claims are contributed to by (i) the negligence or willful misconduct of the Indemnified Party or (ii) the negligence or willful misconduct of any third parties. Buyer agrees to indemnify, defend, and hold harmless MCA, its officers, directors, and employees for any and all claims, including claims asserted by third parties, related to any Equipment or Services performed in whole or in part by MCA. The Indemnified Party agrees to (i) notify the Indemnifying Party in writing of any Claims as soon as reasonably practicable; (ii) allow the Indemnifying Party to control the defense of any such Claim and related settlement negotiations; and (iii) reasonably cooperate with the Indemnifying Party in any defense actions.

PATENT, COPYRIGHT AND TRADEMARKS:

A. COPYRIGHT AND MASK WORKS: Laws in the United States and other countries preserve for manufacturers certain exclusive rights, in the manufacturer's software incorporated into any Product ("**Manufacturer's Software**") or included in Services, mask works and other works of authorship furnished hereunder, including, without limitation, the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in, and redistributed with, only the equipment which incorporates the same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.

B. REVERSE ENGINEERING: Buyer acknowledges manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such manufacturer's software and equipment. Since unauthorized use of such Manufacturer's Software and equipment will greatly diminish the value of such trade secrets.

C. LOGOS AND TRADEMARKS: Buyer shall not have a right to use any trademarks, names, slogans, or designations of MCA or any manufacturer of products incorporated into or included in any Products and/Services.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 11.d.1.
MEETING DATE: March 4, 2024
SUBJECT: Bravo Investements LLC - ABC License

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

Prepared By: Kayla Smith **Approved By: Gerald Burton**

Summary:

An application was made to the City of Northport for an ABC license. Pursuant to the investigation on **Nizar Batada and Sajid Jalali** of **Hoover, AL,** of:

BRAVO INVESTMENTS LLC
1655 5TH STREET
Northport, AL 35476

A criminal history investigation was made by this department and no record of the individual was found.

Recommendation:

It is recommended that the council approve this application.

Funding Source/GL Code:

Motion for Consideration: