

NORTHPORT CITY COUNCIL MEETING
MONDAY, APRIL 1, 2024
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- a. Proclamation for Child Abuse Prevention Month - Lisa Maddox, Director of Child Abuse Prevention Services of Tuscaloosa - Mayor Hinton
- b. Proclamation to Winters Auto & Body Repair for 2024 April Business of the Month - Mayor Hinton

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. First Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 5706 Shenandoah Drive - Julie Ramm
- 2. First Reading, Ordinance declaring 2024 "Back-to-School" Sales Tax Holiday - Darren McGee
- 3. First Reading, Ordinance Rezoning of approximately 1.91 acres located at the east end of Northcreek Boulevard - Julie Ramm
- 4. First Reading, Ordinance Rezoning of approximately 69.45 acres located at the east end of Northcreek Boulevard - Julie Ramm

b. Resolutions of a Temporary Nature

- 1. Resolution Authorizing the City Administrator to Execute a Contract with Southeast Appraisal, Inc. for As Needed Appraisal Services - Tera Tubbs
- 2. Resolution Authorizing Water Service Outside of City Limits for Property Located at 15799 Bethabara Road - Ron Davis
- 3. Resolution Authorizing an Application to the State of Alabama Law Enforcement Agency for the Fiscal Year 2024 Homeland Security Grant - Tera Tubbs
- 4. Resolution Authorizing the City Administrator to enter into an Agreement with ThreatAdvice - Scott Murphy
- 5. Resolution Appointing a Council Member to District 5 - Ron Davis
- 6. Resolution Authorizing the City Administrator to Execute a Contract with CivilWorx Construction, LLC for Tiger Park - Tera Tubbs

c. Consent Agenda

- 1. Minutes, March 18, 2024 - Glenda Webb
- 2. Bill Listing - Glenda Webb
- 3. Purchase Requisition, Annual Maintenance on Transfer Switches and Generators at WWTP, Rick's Service Company, \$5,500.00 - John Webb
- 4. Purchase Requisition, Online Solutions LLC (Citizenserve), Annual Billing, \$32,400.00 - Darren McGee
- 5. Purchase Requisition, APEX Communications, WiFi Equipment Installation for Downtown WiFi Project, \$18,000.00 - Scott Murphy
- 6. Purchase Requisition, SecurIT360, \$22,950.00 - Scott Murphy
- 7. Purchase Requisition, Diagnostic Software Annual Subscription for the Public Works Mechanic Shop, Mitchell1, \$5,155.98 - Brooke Starnes

8. Purchase Requisition, Replacement Pump for #2 Pump Station, Hydra Service, Inc., \$18,970.00 - John Webb
9. Purchase Requisition, Tyler Technologies Financial Software Annual Billing, \$45,683.16 - Darren McGee
10. Purchase Requisition, Pump Station Generator Maintenance, Rick's Service Co., LLC., \$10,095.00 - John Webb
11. Purchase Requisition, Redpoint Auditorium A/V, \$21,646.34 - Glenda Webb

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

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

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. ADJOURNMENT



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

AGENDA ITEM NO. 9.a.1.

MEETING DATE: April 1, 2024

SUBJECT: First Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 5706 Shenandoah Drive

Unfinished Business:

Public Hearing:

New Business: X

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 5706 Shenandoah Drive is unsafe and dangerous to the public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

Recommendation:

None needed for the first reading.

Funding Source/GL Code:

GL Code No. 01-45-000-54101 Amount: \$

Motion for Consideration:

I offer for a first reading the ordinance ordering demolition of an unsafe structure located at 5706 Shenandoah Drive.

ORDINANCE NO.

ORDINANCE ORDERING DEMOLITION OF UNSAFE STRUCTURES

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

5706 Shenandoah Drive Northport, AL 35473

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

WHEREAS, on the 15th day of April, 2024, a public hearing was held by the Northport City Council, at which time the Chief of Building Inspections for the City of Northport appeared and set forth reasons for his findings.

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

1. That the Northport City Council finds that the following building, structure, or part thereof, or party wall or foundation, in the City of Northport, to-wit: **5706 Shenandoah Drive** is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance.
2. That the aforementioned building, structure, or part thereof, or party wall or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Sections 11-53B-1, et seq., Code of Alabama (1975), as amended.
3. The provisions of this Ordinance are separable. If any part or parts of this Ordinance are declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining part or parts thereof shall continue in full force and effect.
4. This Ordinance expressly does not repeal any other provisions of the Code of Ordinances of the City of Northport, Alabama.
5. This Ordinance shall become effective immediately upon its passage or otherwise becoming law.

ORDAINED AND DONE this 15th day of April, 2024.

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this the 15th day of April, 2024

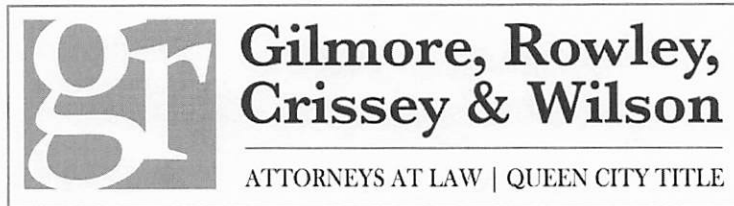
Dr. John Hinton, Mayor

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

Glenda Webb.
City Administrator-Clerk

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

W. Ivey Gilmore, Jr.
Adrian M. Rowley
Laura J. Crissey
T. Wade Wilson
Walter Hayes



Tara R. Carpenter
Queen City Title Manager

February 13, 2024

VIA EMAIL TO tmitchell@cityofnorthport.org

Tyler Mitchell
City of Northport – Chief Building Official
3500 McFarland Blvd
Northport, AL 35476

**RE: Request for Title Report
5706 Shenandoah Drive, Northport, Alabama 35473**

Dear Tyler:

Per your request, we have examined title from November 27, 2006 through February 1, 2024 and offer the following summary on the above referenced property. Copies of referenced documents may be provided upon request.

Address: 5706 Shenandoah Drive, Northport, Alabama 35473

Tax Id: 63 20 08 34 3 001 004.002

Legal: Lot 2 Northwood East, Section One, a map or plat of which is recorded in Plat Book 19, at Page 11, in the Probate Office of Tuscaloosa County, Alabama, said reference being hereby made in aid of and as a part of this description.

Assessed to: Vicky Montgomery Beck
5706 Shenandoah Drive
Northport, Alabama 35473

Tax Amount: Property taxes for 2023 in the amount of \$826.95 were paid on November 26, 2023.

Sender's email: rowley@gilmorerowley.com
1905 7th Street | Tuscaloosa, AL 35401 | www.gilmorerowley.com
(205) 752-8338 (Law Firm) | (205) 686-1516 Fax (Law Firm)
(205) 759-4102 (Queen City Title) | (205) 523-8228 Fax (Queen City Title)

Title: The source deed for the property is that certain warranty deed, jointly for life with remainder to survivor, from Jogesh N. Vazirani to Vicky Montgomery Beck and Vivian Montgomery, dated November 27, 2006 and recorded on November 30, 2006 in Deed Book 2006, at Page 27028 in the Probate Office of Tuscaloosa County, Alabama.

Note: Vivian Montgomery deceased on or about February 9, 2013, making Vicky Montgomery Beck the sole owner.

Mortgages: Mortgage from Vicky Montgomery Beck and Vivian Montgomery to New South Federal Savings Bank / MERS to secure indebtedness in the original principal amount of \$169,834.00 dated November 27, 2006 and recorded November 30, 2006 in Mortgage Book 2006 at Page 121067, and re-recorded in Mortgage Book 2006, at Page 124039, in the records of the Judge of Probate of Tuscaloosa County, AL.

Mortgage from Vicky Montgomery Beck and Vivian Montgomery to New South Federal Savings Bank / MERS to secure indebtedness in the original principal amount of \$8,850.00 dated November 27, 2006 and recorded November 30, 2006 in Mortgage Book 2006 at Page 121076, and re-recorded in Mortgage Book 2006, at Page 124049, in the records of the Judge of Probate of Tuscaloosa County, AL.

Mortgage from Vicky M. Beck to Secretary of Housing and Urban Development to secure indebtedness in the original principal amount of \$6,120.92 dated October 1, 2020 and recorded October 30, 2020 in Mortgage Book 2020 at Page 98742 in the records of the Judge of Probate of Tuscaloosa County, AL.

Judgments

/ Liens: That certain judgment, Midland Funding LLC v. Vicky Beck, in the sum of \$1,042.48 plus \$108.43 in court costs, as recorded in Judgment Book 2019, at Page 65 in the Probate Office of Tuscaloosa County, Alabama.

In addition to the matters set forth above, interests in the property reviewed will be subject to the following exceptions:

1. Any encroachments, overlaps, unrecorded easements, deficiency in quantity of grounds, or any matters not of record, which would be disclosed by an accurate and/or up-to-date survey and inspection of the premises;

2. All property taxes on this parcel;
3. There are no recorded municipal or zoning assessments against these properties; however, you are charged with the knowledge of any such assessment and/or improvement that may give rise to an assessment that would be known upon inspection of the properties;
4. All rights of way, easements and restrictive covenants applicable to this property recorded in the Probate records of Tuscaloosa County;
5. We do not make any representation with regard to lack of corporate authority in the event a corporation or other entity is in the chain of title;
6. We do not make any representation with regard to any state of facts constituting an objection to title or use of the properties by virtue of any non-compliance with state and local zoning or subdivision statutes and ordinances;
7. Rights of parties in possession other than the record owner(s);
8. All reservation of oil, gas and mineral interests reserved by prior grantors or owners of these properties;
9. We have not requested or preformed an environmental audit and make no such representations regarding the same as to the past or present condition of the properties for hazardous substances;
10. We do not make any representation with regard to the exact amount of acreage or square feet contained in the property;
11. We do not make any representation with regard to mineral and mining rights;
12. We do not make any representation with regard to the legal right of access to and from the property; and
13. Restrictive Covenants as recorded in Deed Book 1064, at Page 245 in the Probate Office of Tuscaloosa County, Alabama;
14. Articles of Incorporation of homeowner's association, Inc. as recorded in Incorporation Book 1998, at Page 4056 in the Probate Office of Tuscaloosa County, Alabama.

The summary herein is limited to the matters expressly set forth in this letter. No other opinions should be inferred beyond the matters expressly stated herein. This opinion is given as of the effective date below. This opinion is furnished to you solely in connection with the transaction or matters described above and may not be relied upon by anyone other than the addressee.

If you require additional information, please let me know and we will further investigate title to this property.

This report is made effective as of **8:00 a.m. February 1, 2024.**

Very truly yours,

/s/ Adrian M. Rowley

Adrian M. Rowley

cc: Ronald L. Davis (*via email*)



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Jeff Hogg

City Administrator • Glenda D. Webb

February 20, 2024

Vicky Montgomery Beck

5706 Shenandoah Drive

Northport, AL 35473

**RE: NOTICE OF UNSAFE STRUCTURE AT – 5706 Shenandoah Drive Northport, AL 35473
TAX PARCEL I.D. # 63-20-08-34-3-001-004.002**

To Whom It May Concern:

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

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

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

Vicky Montgomery Beck

February 20, 2024

Page Two

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

Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: (Photograph and Inspection Report)

cc: City Administrator



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

PURSUANT to Article II (Demolition of Unsafe Buildings) of the Northport City Code, the Building Inspector for the City of Northport has found that the structure(s), building(s), party wall(s) and/or foundation(s), or parts thereof, located at **5706 Shenandoah Drive** in the City of Northport, which real property was last assessed for state taxes by **Vicky Montgomery Beck**, is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare to the extent that it is a public nuisance.

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

On the **15th** day of **April 2024**, the Northport City Council will hold a public meeting at City Hall, 3500 McFarland Blvd., Northport, Alabama 35476, to determine whether or not such building(s) or structure(s) is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare to the extent it is a public nuisance. All parties who wish to object to the Building Inspector's findings may do so by filing a written objection with the City Administrator, P.O. Box 569, Northport, Alabama 35476 and/or by attending said hearing in person. All parties who wish to object to the Building Inspector's findings at said hearing in person must request the same in writing at least five (5) calendar days prior to said hearing.

Tyler Mitchell, Chief Building Inspector



CITY OF NORTHPORT

OWNER: Vicky Montgomery Beck

MAILING ADDRESS: 5706 Shenandoah Drive Northport, AL 35473

LOCATION OF STRUCTURE: 5706 Shenandoah Drive Northport, AL 35473

February 20, 2024

NOTICE

DO NOT REMOVE

This is to notify you that an examination was made at the above designated building or structure, and it was found to be unfit for human habitation. Specifically, the defects will be noted on Exhibit "A" in letter to owner.

Notice is hereby given that the building or structure is declared to be unfit for human habitation and declared to be a nuisance under the authority of the Alabama Code Section 11-53B-1, et seq.

Unless the defects noted in Exhibit "A" are correct within forty-five (45) days from the date of this notice, said building or structure will be repaired or demolished, and the costs of doing so will be assessed against the property.

If you wish to contest any of the above findings, you may do so by filing a written request for a hearing before the City Council. Such request must be filed no later than thirty (30) days from the date of this Notice.

BUILDING OFFICIAL

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **5706 Shenandoah Drive Northport, AL 35473**
OWNER: **Vicky Montgomery Beck**

PROPERTY MAINTANANCE CODE

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

Tuscaloosa County Alabama Public GIS

W19/M110 - f23.5.1-s23.5.1 - TuscaloosaAL - 01-28-2024

Parcel Details

FavLink PRC NewSrch Back Print			
Account Pin STR	18594 : 1259 : 34-20S-10W		
Parcel No:	63 20 08 34 3 001 004.002		
Prop Addr:	5706 SHENANDOAH DR		
Tax Dist:	05 - Northport Exemption:H1		
Deeded Acres:	0.00ac	Calc't:	0.34ac
Deed Bk,Pg,Date	2006	27028	11-27-2006
Plat Info:	Book 0019	Page 0011	
Sub Info:	Sub Block:	Lot 2	
Subdivision:	NORTHWOOD E 1		

Owner

Name:	BECK VICKY MONTGOMERY &
Address:	5706 SHENANDOAH DR
City, State, ZIP:	NORTHPORT, AL 35473

2022 Values

Land Total:	\$18,000
Building & Improvements Total:	\$209,000
Total Appraised Value:	\$227,000
Yrly Tax:	\$826.95 for 2023

Payment History

Tax Year	Date Paid	Amount
2023	11/26/2023	\$826.95
2022	11/26/2022	\$756.11
2021	11/25/2021	\$728.39

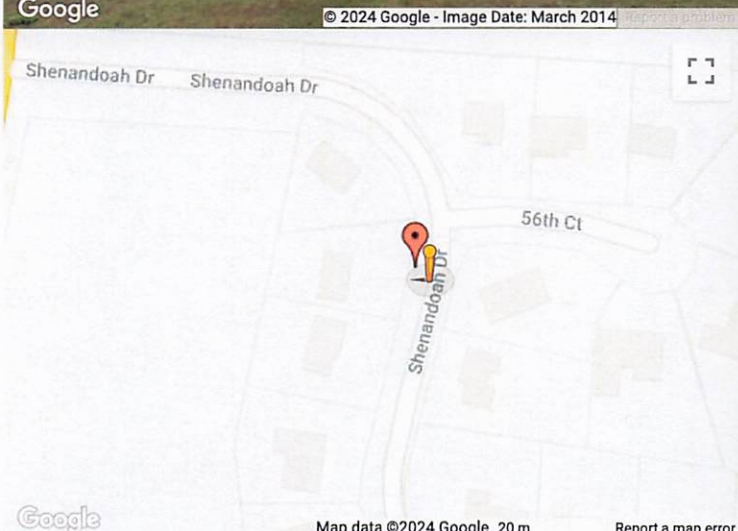
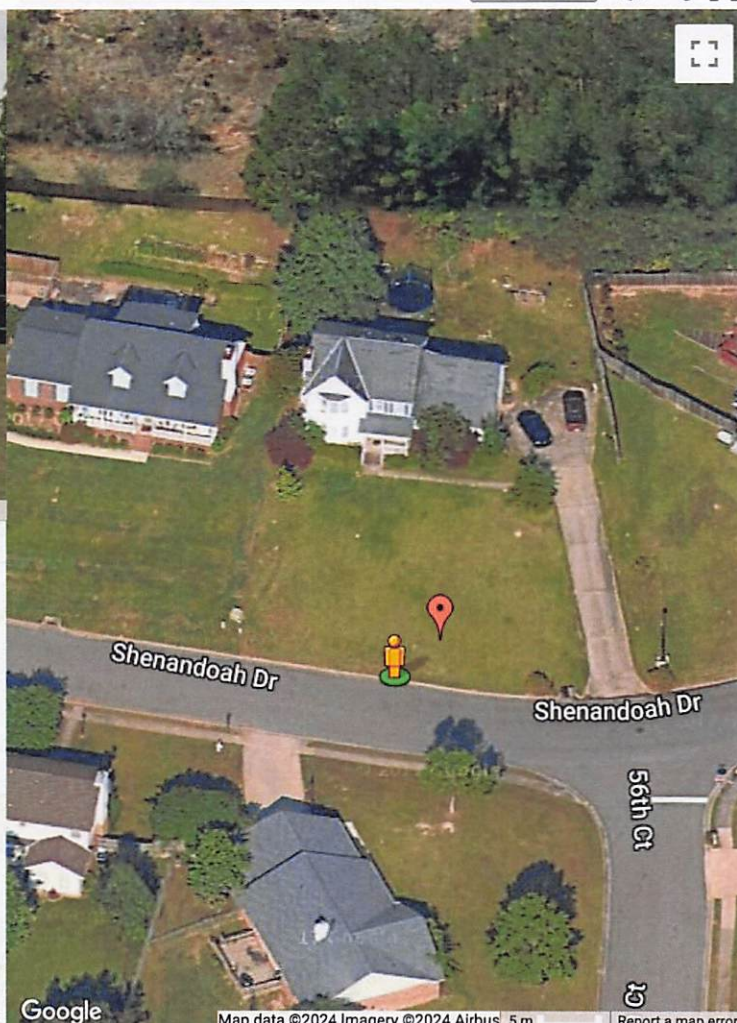
Building

Bldg No	Type Abbr	Yr Built	Base SF	Upr Adj	Rms	Story
1	1-RES	1994	918	1155	7	2

☒ Map ☒ Street View ☒ Aerial ☒ Info ☒ POI

Enter a location

My Location



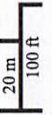
☒ lat: 33.261159° lng: -87.570483° hdg: 271.1° dist:6.1m

Report a map error

☒ lat:33.261194° lng:-87.570534° [Reset](#)



Scale = 1 : 2257





































5706







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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: April 1, 2024

SUBJECT: First Reading, Ordinance declaring 2024 “Back-to-School” Sales Tax Holiday

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Whitney Bostick

Approved By: Darren McGee

Summary:

This ordinance would provide a “Back-to-School” Sales Tax Holiday beginning at 12:01 a.m. on Friday, July 19, 2024, and ending at twelve midnight on Sunday, July 21, 2024. The “Back-to-School” Sales Tax Holiday would exempt covered items from sales and use tax for these dates.

Recommendation:

If it pleases the council, offer for 1st reading.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

ORDINANCE NO. _____

**AN ORDINANCE ALLOWING THE CITY OF NORTHPORT
TO EXEMPT CERTAIN “COVERED ITEMS” FROM THE MUNICIPAL
SALES AND USE TAX DURING THE THIRD FULL WEEKEND OF JULY
2024 AS AUTHORIZED BY ACT 2006-574, AS AMENDED BY ACT 2017-120, GENERALLY
REFERRED TO AS THE STATE “BACK-TO-SCHOOL” SALES TAX HOLIDAY
LEGISLATION.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTHPORT AS
FOLLOWS:**

(a) In conformity with the provisions of Act 2006-574, enacted by the Alabama Legislature during the 2006 Regular Session, providing for a State Sales Tax Holiday, and as amended by Act 2017-120, the City of Northport exempts “covered items” from municipal sales and use taxes during the same period, beginning at 12:01 a.m. on the third Friday in July 2024 (July 19, 2024) and ending at twelve midnight the following Sunday (July 21, 2024).

(b) This section shall be subject to all terms, conditions, definitions, time periods, and rules as provided by Act 2006-574 and by Act 2017-120, except that the time period shall only be as specified in subsection (a) and not for all years thereafter.

**IT IS FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF
NORTHPORT, ALABAMA AS FOLLOWS:**

3. The City Administrator is hereby authorized and directed to certify a copy of this ordinance under the seal of the City of Northport, Alabama and to forward said certified copy to the Alabama Department of Revenue to be recorded and posted on the Department website.

4. This Ordinance shall become effective immediately upon passage and publication.

ORDAINED THIS THE __ DAY OF _____, 2024.

CITY COUNCIL OF THE
CITY OF NORTHPORT, ALABAMA

BY: _____
Christy D. Bobo, Its President

ATTEST:

City Administrator/City Clerk

APPROVED this the __ day of _____, 2024.

John Hinton, Mayor

I hereby certify that the above and foregoing Ordinance was published in The Northport Gazette on the _____ day of _____, 2024.

City Administrator/City Clerk

1st Reading: April 1, 2024

Motion:

2nd Reading:

Motion By:

Second By:

Published:



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

AGENDA ITEM NO. 9.a.3.

MEETING DATE: April 1, 2024

SUBJECT: First Reading, Ordinance Rezoning of approximately 1.91 acres located at the east end of Northcreek Boulevard

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Northcreek Properties, LLC is requesting rezoning of approximately 1.91 acres located at the east end of Northcreek Boulevard from C-3 (General Commercial) to RS-SD (Residential Special District).

Recommendation:

The Northport Planning and Zoning Commission met on October 10, 2023, and made a favorable recommendation that the request for the rezoning be granted. The Northport Planning and Zoning Commission also approved the revised master plan for The Terrace at Northcreek at the March 19, 2024, meeting that supported the rezoning of this location.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

None needed for a first reading.

ORDINANCE NO. _____

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

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

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

1. That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcels being more particularly described as attached in Exhibit "A" in Tuscaloosa County, Alabama to rezone 1.91 acres from C-3 (General Commercial) to RS-SD (Residential Single Family). This property is located at the east dead end of Northcreek Boulevard.

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

ADOPTED this the _____ day of _____, **2024**.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb,
City Administrator

APPROVED this the _____ day of _____, **2024**.

Dr. John Hinton, Mayor

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

Glenda D. Webb, City Administrator

1st Reading: April 1, 2024
Motion:
2nd Reading: May 6, 2024
Motion By:
Second By:
Publication:

Exhibit A

Beginning at an iron pipe the southeast corner of the NE1 / 4 of the NE1 / 4 of Section 32, T20S, R1 OW, Tuscaloosa County, Alabama; thence run N 86°17'04" W for 95.72 feet along the south line of said NE1 / 4 of the NE1 / 4 to a capped rebar on the east right-of-way of Union Chapel Road; thence run in a northerly direction along said east right-of-way, being the arc of a curve to the right, having a radius of 1260.00 feet, an arc length of 291.25 feet, and a chord bearing and distance of N 6°28' 41" W, 290.60 feet to a capped rebar; thence run N 0°08'04" E for 319.50 feet along said east right-of-way to a capped rebar; thence run in a northeasterly direction, being the arc of a curve to the right, having a radius of 50.00 feet, an arc length of 78.55 feet, and a chord bearing and distance of N 45°08'54" E, 70.72 feet to a capped rebar; thence run S 89° 48' 19" E for 84.69 feet to a capped rebar on the east line of said NE1 / 4 of the NE1 / 4; thence run S 0°38'28" W for 564.57 feet along said east line to an iron bar; thence run S 0°32'47" W for 99.51 feet along said east line to the Point of Beginning. Said described property contains 1.91 acres¹ more or less, and lies in the NE1/4 of the NE1/4 of Section 32, T20S, R10W, Tuscaloosa County, Alabama.
Also known as Parcel ID: 63 20 09 32 1 001 001.000

LEGAL NOTICE

Notice is hereby given that the City Council of Northport will meet in the Council Chambers of the Northport City Hall, at 5:30 p.m. on Monday, May 6, 2024, for the purpose of considering the adoption of a certain amendment to the Comprehensive Zoning Ordinance of Northport, Alabama, being a change in zoning classification as hereinafter set out, and for the purpose of conducting a public hearing in relation thereto. At such time and place, parties in interest, citizens and all persons who desire, shall have an opportunity of being heard in opposition to, or in favor of, the adoption of said amendment to the Comprehensive Zoning Ordinance.

If persons with disabilities need special accommodations or auxiliary aids for participation at this hearing, please contact the City Administrator at 339-7000 at least twenty-four (24) hours in advance.

Said proposed amendment is a change in zoning classification and an amendment to the Comprehensive Zoning Ordinance, which is set out in a proposed ordinance as follows, to-wit:

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF NORTHPORT, ALABAMA

Rezoning of approximately 1.91 acres to RS-SD (Residential Special District)

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

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

1. That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcels being more particularly described as attached in Exhibit "A" in Tuscaloosa County, Alabama. Said property to be rezoned from C-3 (General Commercial) to RS-SD (Residential Special District). This property is located at the east dead end of Northcreek Boulevard.

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

Exhibit A

Beginning at an iron pipe the southeast corner of the NE1 / 4 of the NE1 / 4 of Section 32, T20S, R10W, Tuscaloosa County, Alabama; thence run N 86°17'04" W for 95.72 feet along the south line of said NE1 / 4 of the NE1 / 4 to a capped rebar on the east right-of-way of Union Chapel Road; thence run in a northerly direction along said east right-of-way, being the arc of a curve to the right, having a radius of 1260.00 feet, an arc length of 291.25 feet, and a chord bearing and distance of N 6°28' 41" W, 290.60 feet to a capped rebar; thence run N 0°08'04" E for 319.50 feet along said east right-of-way to a capped rebar; thence run in a northeasterly direction, being the arc of a curve to the right, having a radius of 50.00 feet, an arc length of 78.55 feet, and a chord bearing and distance of N 45°08'54" E, 70.72 feet to a capped rebar; thence run S 89° 48' 19" E for 84.69 feet to a capped rebar on the east line of said NE1 / 4 of the NE1 / 4; thence run S 0°38'28" W for 564.57 feet along said east line to an iron bar; thence run S 0°32'47" W for 99.51 feet along said east line to the Point of Beginning. Said described property contains 1.91 acres1 more or less, and lies in the NE1/4 of the NE1/4 of Section 32, T20S, R10W, Tuscaloosa County, Alabama.

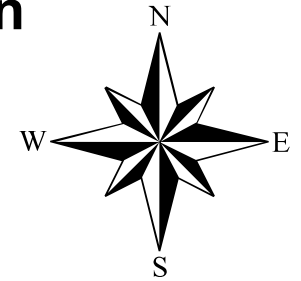
Also known as Parcel ID: 63 20 09 32 1 001 001.000

Zoning

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

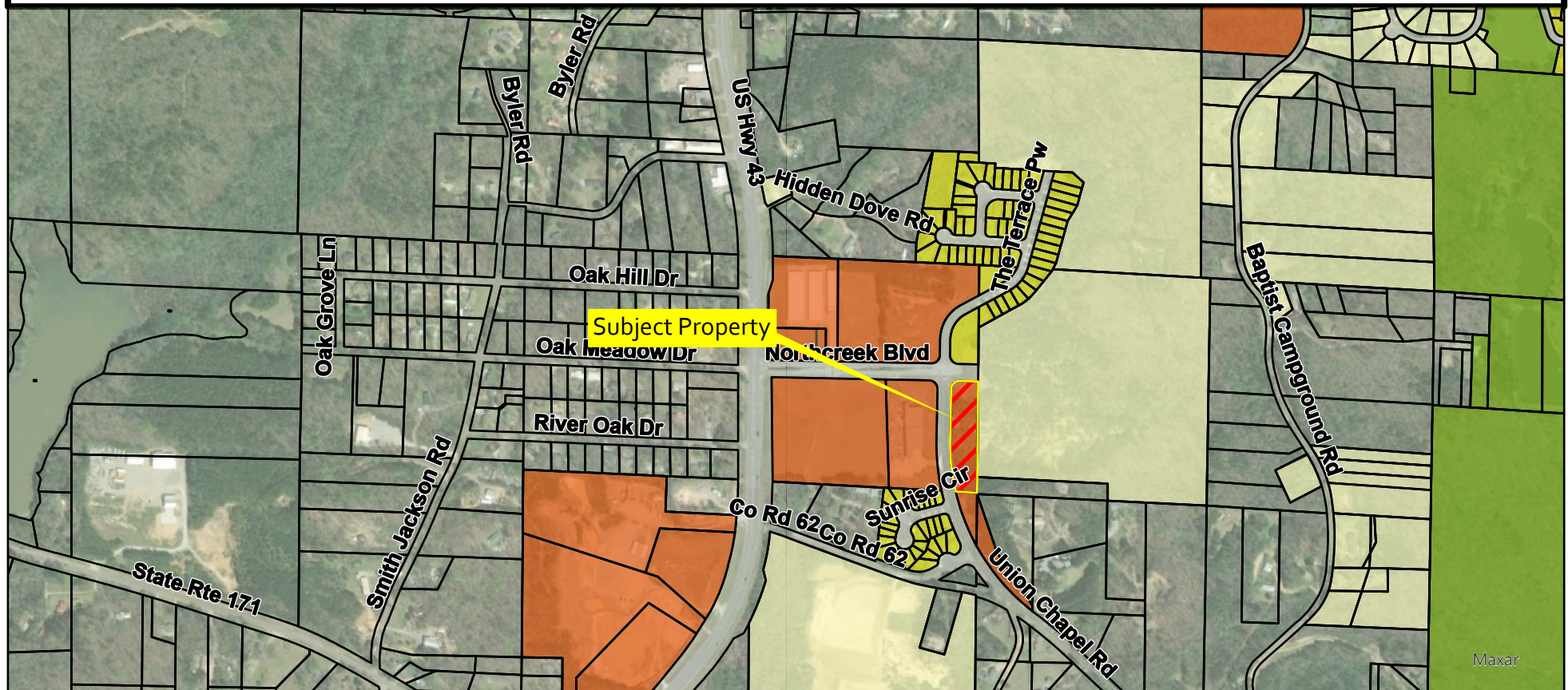
City of Northport Planning & Zoning Commission

Rezoning Request



0 500 1,000 2,000
Feet

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



DEADLINE FOR SUBMITTAL IS NOON ON _____

HEARING DATE _____

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

3500 McFarland Blvd., Northport, AL 35476

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

PLEASE READ ALL INFORMATION CAREFULLY AND COMPLETE FULLY

Brasher Holdings, LLC

APPLICANT NAME

31 Dogwood Drive

Chelsea, AL 35043

ADDRESS

(205) 337-5690

DAYTIME TELEPHONE**FAX NUMBER**

chip@brasherholdings.com

EMAIL**OFFICE USE ONLY**

ADDRESS (if applicable):

CURRENT ZONING DISTRICT:

REQUESTED ZONING DISTRICT

GROSS SITE AREA

ac./s.f.

CASE #

X-REF CASE #

NOTE:

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

Current Owner: Northcreek Properties LLCGeneral Location or Address of Subject Property: Located at the east dead end of Northcreek BoulevardCurrent Use: UndevelopedPrior Action(s) on Subject Property: NADescribe briefly the proposed use and character of any proposed development: Residential subdivision

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

☒ Subdivision
 ☒ Site Plan
 ☐ Conditional Use
 ☐ Variance

☐ Other _____

Member of Planning Department reviewing this application: _____

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

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

APPLICANT'S SIGNATURE: DATE: 7/25/2022PRINT NAME: Chip Brasher

Received: _____ Date: _____

RZRevised 08/12
Page 47 of 146

This instrument was prepared by
Michael J. Cartee
Shelby and Cartee, Attorneys at Law SOURCE: 1212-124
2210 8th Street, Suite B, Tuscaloosa, Alabama 35401
Form 1-1-6 Rev. 8-70
CORPORATION FORM WARRANTY DEED - LAWYERS TITLE INS. CORP., BIRMINGHAM, ALABAMA

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

That in consideration of Ten Dollars and other good and valuable consideration to the undersigned grantor Bentley, Inc.

a corporation, in hand paid by Northcreek Properties, L.L.C., L.L.C.

the receipt of which is hereby acknowledged, the said Bentley, Inc.

does by these presents, grant, bargain, sell and convey unto the said Northcreek Properties, L.L.C., L.L.C.

the following described real estate situated in Tuscaloosa County, Alabama, to-wit:

- The Southwest Quarter of the Southwest Quarter (SW 1/4 of SW 1/4), Section 28, Township 20 South, Range 10 West, in Tuscaloosa County, Alabama.
- The Northwest Quarter of the Northwest Quarter (NW 1/4 of the NW 1/4) of Section 33, Township 20 South, Range 10 West, in Tuscaloosa County, Alabama.
- The Northeast Quarter of the Northeast Quarter (NE 1/4 of the NE 1/4) Section 32, Township 20 South, Range 10 West, in Tuscaloosa County, Alabama.

1997 39629
Recorded in the Above
DEED Book & Page
12-17-1997 10:11:21 AM
Source of Title 1212-124
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

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

TO HAVE AND TO HOLD To the said Northcreek Properties, L.L.C., L.L.C.

its successors and assigns forever.

And said Bentley, Inc.

does for itself, its successors and assigns, covenant with said Northcreek Properties, L.L.C., L.L.C.

its successors and assigns, that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances unless otherwise noted above, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said Northcreek Properties, L.L.C., L.L.C.

its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Bentley, Inc.
by its President , Robert J. Bentley, who is authorized to execute this
conveyance, has hereto set its signature and seal, this the
17th day of December, 1997.

Bentley, Inc.

By: Robert J. Bentley (SEAL)
Robert J. Bentley
Its: President

STATE OF ALABAMA)
)
Tuscaloosa COUNTY)

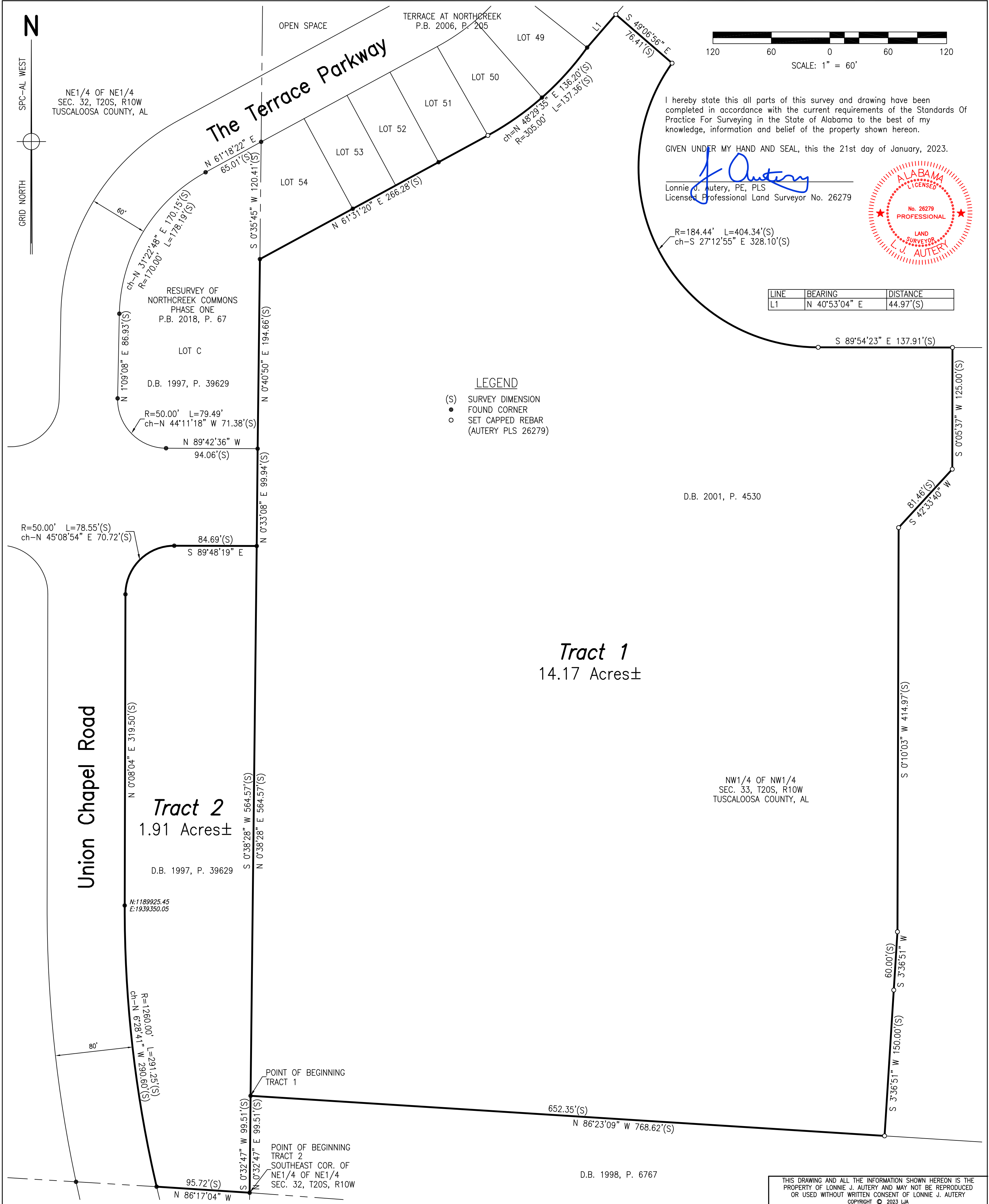
I, the undersigned authority, a Notary Public in and for said County, in said
State, hereby certify that Robert J. Bentley whose name as President
of Bentley, Inc. a corporation, is signed to the
foregoing conveyance, and who is known to me, acknowledged before me on this day,
that, being informed of the contents of the conveyance, he, as such officer and
with full authority, executed the same voluntarily for and as the act of said
corporation.

Given under my hand and official seal this 17th day of December, A.D., 1997.

My commission expires: 2/24/01

Joseph F. Holt
NOTARY PUBLIC

1997 39630
Recorded in the Above
DEED Book & Page
12-17-1997 01:01:21 PM
Source Of Title: 1212 / 124
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama
Book/Pg: 1997/39629
Term/Cashier: SCAN2 / dawn
Tran:547.32979.46943 12-17-1997 13:02:43
SFE Dead Tax 510.00
REC Recording Fee 6.00
SOT Source of Title 1.00
PIF Probate Judge Fee 2.00
Total Fees: \$ 519.00



ALS

&

AUTERY

LAND SURVEYING

& ENGINEERING, LLC

1470 NORTHBANK PARKWAY

SUITE 161

TUSCALOOSA, AL 35406

PHONE: (205) 333-2477

DATE SURVEYED: 08/07/2022

EMAIL: jautery@alsurvey.com

TERRACE AT NORTHCREEK

PROPOSED PHASE 2

Page 50 of 146

I hereby state this all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards Of Practice For Surveying in the State of Alabama to the best of my knowledge, information and belief of the following described property:

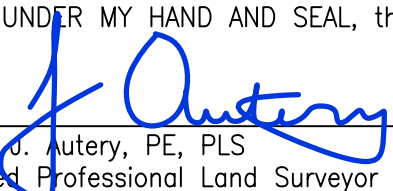
TRACT 1

Commencing at an iron pipe the southeast corner of the NE1/4 of the NE1/4 of Section 32, T20S, R10W, Tuscaloosa County, Alabama; thence run N 0°32'47" E for 99.51 feet along the east line of said Section 32 to an iron bar and the Point of Beginning; thence run N 0°38'28" E for 564.57 feet along said east line to a capped rebar; thence run N 0°33'08" E for 99.94 feet along said east line to a capped rebar; thence run N 0°40'50" E for 194.66 feet along said east line to a capped rebar; thence run N 61°31'20" E for 266.28 feet to a set capped rebar; thence run in a northeasterly direction along the arc of a curve to the left, having a radius of 305.00 feet, an arc length of 137.36 feet, and a chord bearing and distance of N 48°29'35" E, 136.20 feet to a capped rebar; thence run N 40°53'04" E for 44.97 feet to a set capped rebar; thence run S 49°06'56" E for 76.41 feet to a set capped rebar; thence run in a southeasterly direction along the arc of a curve to the left, having a radius of 184.44 feet, an arc length of 404.34 feet, and a chord bearing and distance of S 27°12'55" E, 328.10 feet to a capped rebar; thence run S 89°54'23" E for 137.91 feet to a capped rebar; thence run S 0°05'37" W for 124.91 feet to a capped rebar; thence run S 42°33'40" W for 81.46 feet to a capped rebar; thence run S 0°10'03" W for 414.97 feet to a capped rebar; thence run S 3°36'51" W for 60.00 feet to a capped rebar; thence run S 3°36'51" W for 150.00 feet to a capped rebar; thence run N 86°23'09" W for 652.35 feet to an iron bar; thence run S 0°32'47" W for 99.51 feet to the Point of Beginning. Said described property contains 14.17 acres, more or less, and lies NW1/4 of the NW1/4 of Section 33, T20S, R10W, Tuscaloosa County, Alabama.

TRACT 2

Beginning at an iron pipe the southeast corner of the NE1/4 of the NE1/4 of Section 32, T20S, R10W, Tuscaloosa County, Alabama; thence run N 86°17'04" W for 95.72 feet along the south line of said NE1/4 of the NE1/4 to a capped rebar on the east right-of-way of Union Chapel Road; thence run in a northerly direction along said east right-of-way, being the arc of a curve to the right, having a radius of 1260.00 feet, an arc length of 291.25 feet, and a chord bearing and distance of N 6°28'41" W, 290.60 feet to a capped rebar; thence run N 0°08'04" E for 319.50 feet along said east right-of-way to a capped rebar; thence run in a northeasterly direction, being the arc of a curve to the right, having a radius of 50.00 feet, an arc length of 78.55 feet, and a chord bearing and distance of N 45°08'54" E, 70.72 feet to a capped rebar; thence run S 89°48'19" E for 84.69 feet to a capped rebar on the east line of said NE1/4 of the NE1/4; thence run S 0°38'28" W for 564.57 feet along said east line to an iron bar; thence run S 0°32'47" W for 99.51 feet along said east line to the Point of Beginning. Said described property contains 1.91 acres, more or less, and lies in the NE1/4 of the NE1/4 of Section 32, T20S, R10W, Tuscaloosa County, Alabama.

GIVEN UNDER MY HAND AND SEAL, this the 21st day of January, 2023.


Lonnie J. Autery, PE, PLS
Licensed Professional Land Surveyor No. 26279

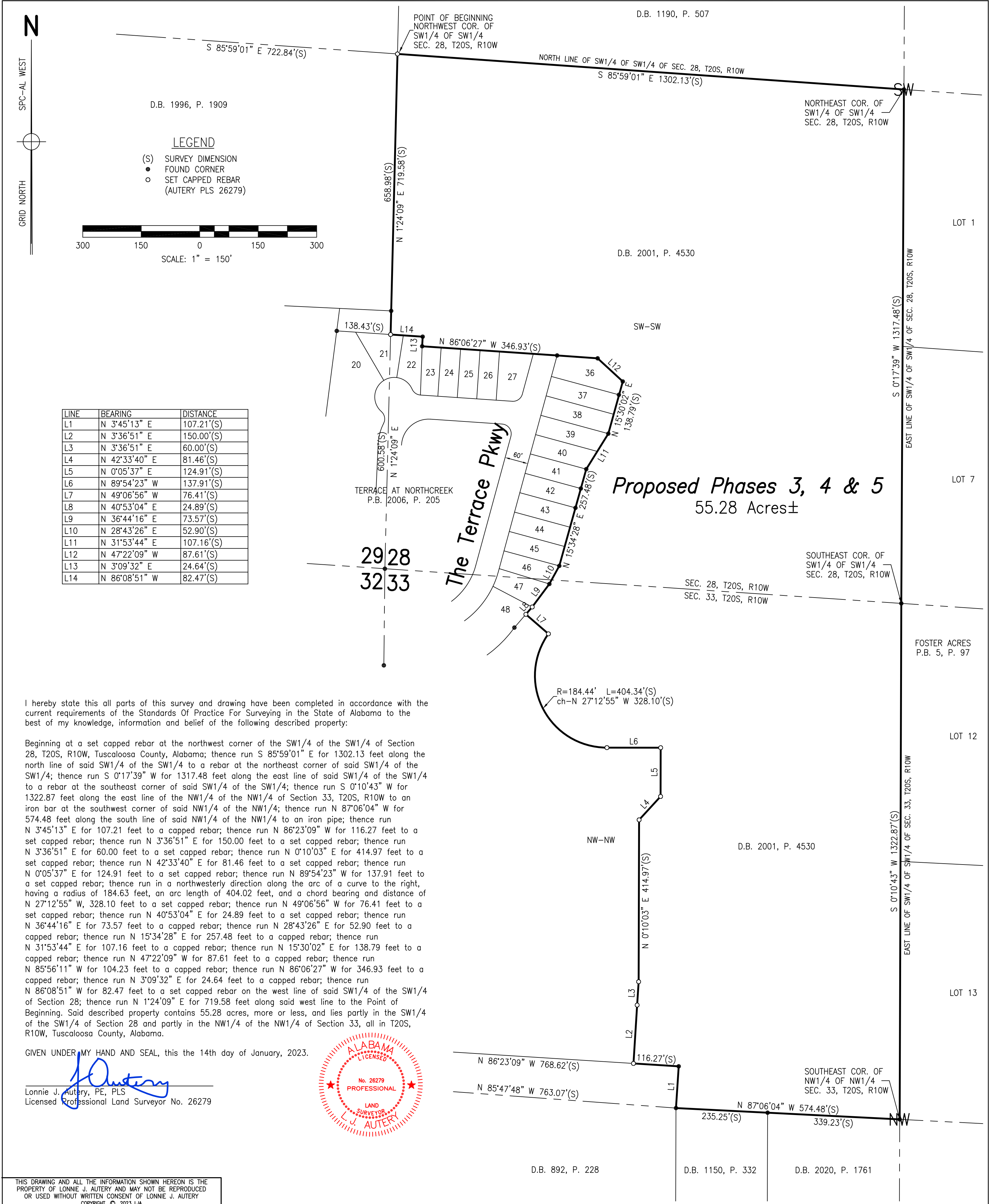


ALS **AUTERY**
&E LAND SURVEYING
& ENGINEERING, LLC

1470 NORTHBANK PARKWAY
SUITE 161
TUSCALOOSA, AL 35406

PHONE: (205) 333-2477
DATE SURVEYED: 08/07/2022
EMAIL: jautery@alsurvey.com

SCALE: 1"=60'
PAGE 2 OF 2
JOB NO.: TERRACE



ALS & E

AUTERY

LAND SURVEYING
& ENGINEERING, LLC

1470 NORTHBANK PARKWAY
SUITE 161
TUSCALOOSA, AL 35406

PHONE: (205) 333-2477
DATE SURVEYED: 08/07/2022
EMAIL: jautery@alsurvey.com

TERRACE AT NORTHCREEK
PROPOSED PHASES 3, 4 & 5



City of Northport Designation of Agent Form

All applications, plans, and supporting documents may be submitted by email to
planning@cityofnorthport.org.

I, Scott Sullivan, being owner of the property which is the subject of this application hereby authorize Longleaf Engineering, to act as my representative with the City of Northport's (Board of Zoning, and/or Planning Commission, and/or City Council), as required by the type of request listed on the attached application form.

Property Owner Signature: Scott Sullivan

Date: 5/17/22

Property Owner Mailing Address: Sullivan Properties
PO Box 657, Northport, AL 35476
Phone Number: (205) 339-1052

Authorized Agent Mailing Address: Longleaf Engineering
432 65th Street, Ste A, Tuscaloosa, AL 35405
Phone Number: (205) 345-5646

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

I, Debbie Rainwater, a Notary Public in and for said County and State, hereby certify that Scott Sullivan, whose name is signed to the foregoing document, and who is known to me or acknowledged before me on this day, that being informed of the contents of said document, did execute the same voluntarily on the day that bears the same date.

Given my hand and seal of office this 17th day of May, 2022

Debbie Rainwater
Notary Public

My Commission Expires: 2-18-2024



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

AGENDA ITEM NO. 9.a.4.

MEETING DATE: April 1, 2024

SUBJECT: First Reading, Ordinance Rezoning of approximately 69.45 acres located at the east end of Northcreek Boulevard

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Sullivan Properties, LLC requests rezoning of approximately 69.45 acres located at the east end of Northcreek Boulevard from RS-1 (Single-Family Residential) to RS-SD (Residential Special District)

Recommendation:

The Northport Planning and Zoning Commission met on October 10, 2023, and made a favorable recommendation that the request for the rezoning be granted. The Northport Planning and Zoning Commission also approved the revised master plan for The Terrace at Northcreek at the March 19, 2024, meeting that supported the rezoning of this location.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

None needed for first reading.

ORDINANCE NO. _____

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

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

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

1. That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcels being more particularly described as attached in Exhibit "A" in Tuscaloosa County, Alabama to rezone 69.45 acres from RS-1 (Single - Family Residential) to RS-SD (Residential Single Family). This property is located at the east dead end of Northcreek Boulevard.

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

ADOPTED this the _____ day of _____, **2024**.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb,
City Administrator

APPROVED this the _____ day of _____, **2024**.

Dr. John Hinton, Mayor

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

Glenda D. Webb, City Administrator

1st Reading: April 1, 2024
Motion:
2nd Reading: May 6, 2024
Motion By:
Second By:
Publication:

Exhibit A

Commencing at an iron pipe the southeast corner of the NE1 / 4 of the NE1 / 4 of Section 32, T20S, R 1 OW, Tuscaloosa County, Alabama; thence run N 0°32'47" E for 99.51 feet along the east line of said Section 32 to an iron bar and the Point of Beginning; thence run N 0°38'28" E for 564.57 feet along said east line to a capped rebar; thence run N 0°33'08" E for 99.94 feet along said east line to a capped rebar; thence run N 0°40'50" E for 194.66 feet along said east line to a capped rebar; thence run N 61°31'20" E for 266.28 feet to a set capped rebar; thence run in a northeasterly direction along the arc of a curve to the left, having a radius of 305.00 feet, an arc length of 137.36 feet, and a chord bearing and distance of N 48°29'35" E, 136.20 feet to a capped rebar; thence run N 40°53'04" E for 44.97 feet to a set capped rebar; thence run S 49°06'56" E for 76.41 feet to a set capped rebar; thence run in a southeasterly direction along the arc of a curve to the left, having a radius of 184.44 feet, an arc length of 404.34 feet, and a chord bearing and distance of S 27°12'55" E, 328.10 feet to a capped rebar; thence run S 89°54'23" E for 137.91 feet to a capped rebar; thence run S 0°05'37" W for 124.91 feet to a capped rebar; thence run S 42°33'40" W for 81.46 feet to a capped rebar; thence run S 0°10'03" W for 414.97 feet to a capped rebar; thence run S 3°36'51" W for 60.00 feet to a capped rebar; thence run S 3°36'51" W for 150.00 feet to a capped rebar; thence run N 86°23'09" W for 652.35 feet to an iron bar; thence run S 0°32'47" W for 99.51 feet to the Point of Beginning. Said described property contains 14.17 acres, more or less, and lies NW1 / 4 of the NW1 / 4 of Section 33, T20S, R1 OW, Tuscaloosa County, Alabama.

Also known as parcel IDs: 63 20 08 28 3 002 001.000 & 63 20 08 33 2 001 013.000

City of Northport Planning & Zoning Commission

Rezoning Request

Zoning

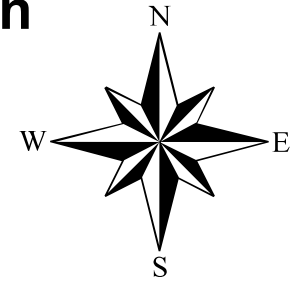
 Agriculture

 General Commercial

 Residential Single-Family - 1

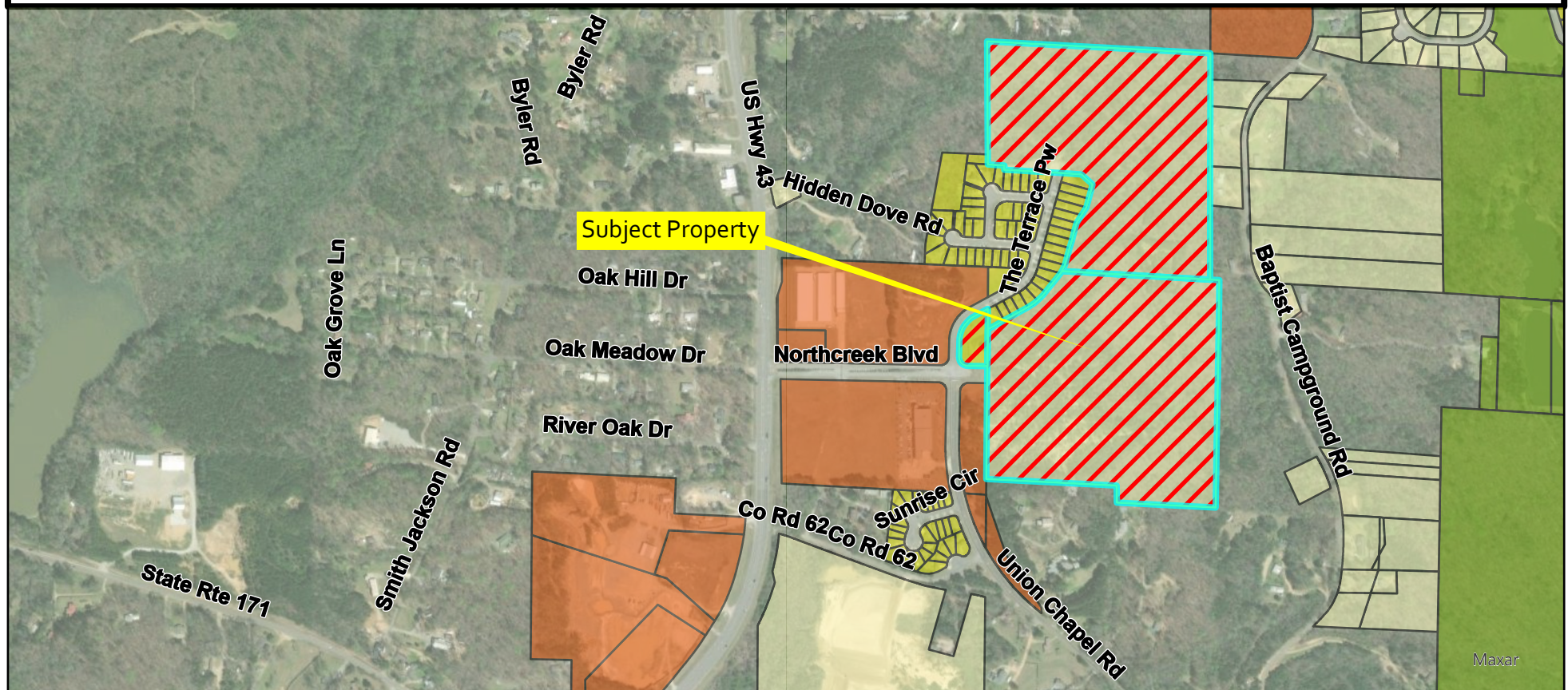
 Residential Single-Family - 4

 Subject Property



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0 500 1,000 2,000
Feet



DEADLINE FOR SUBMITTAL IS NOON ON _____

HEARING DATE _____

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

3500 McFarland Blvd., Northport, AL 35476

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

PLEASE READ ALL INFORMATION CAREFULLY AND COMPLETE FULLY

Brasher Holdings, LLC

APPLICANT NAME

31 Dogwood Drive

Chelsea, AL 35043

ADDRESS

(205) 337-5690

DAYTIME TELEPHONE**FAX NUMBER**

chip@brasherholdings.com

EMAIL**OFFICE USE ONLY**

ADDRESS (if applicable):

CURRENT ZONING DISTRICT:

REQUESTED ZONING DISTRICT

GROSS SITE AREA

ac./s.f.

CASE #

X-REF CASE #

NOTE:

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

Current Owner: Sullivan Development IncGeneral Location or Address of Subject Property: Located at the east dead end of Northcreek BoulevardCurrent Use: UndevelopedPrior Action(s) on Subject Property: NADescribe briefly the proposed use and character of any proposed development: Residential subdivision

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

☒ Subdivision
 ☒ Site Plan
 ☐ Conditional Use
 ☐ Variance

☐ Other _____

Member of Planning Department reviewing this application: _____

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

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

APPLICANT'S SIGNATURE: Chip BrasherDATE: 5-18-2022PRINT NAME: Chip Brasher

Received: _____ Date: _____

RZRevised 08/12
Page 38 of 146

This instrument was prepared without the benefit of a title examination or survey by:
Joel F. Dorroh
JOEL F. DORROH, P.C.
2121 Fourteenth Street
Tuscaloosa, AL 35401
(205) 345-2800

2001 4530
Recorded in the Above
DEED Book & Page
03-29-2001 04:03:34 PM
Source Of Title: 1997 / 39629
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

SOURCE OF TITLE: DEED
DEED BOOK: 1997 PAGE: 39629

STATE OF ALABAMA §
 § WARRANTY DEED
COUNTY OF TUSCALOOSA §

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Ten and NO/100 Dollars (\$10.00), and other good and valuable consideration, to the undersigned Grantor in hand paid by the Grantees herein, the receipt whereof is acknowledged, **NORTHCREEK PROPERTIES, L.L.C.**, an Alabama limited liability company, herein referred to as Grantor, does grant, bargain, sell and convey unto **CRAWFORD NIXON, JR., RYAN SHIRLEY, and WILLIAM F. BARNES, JR.**, as tenants-in-common with no right of survivorship, herein collectively referred to as Grantees, the following described real estate situated in Tuscaloosa County, Alabama, to-wit:

The Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4), Section 28, Township 20 South, Range 10 West, in Tuscaloosa County, Alabama.

The Northwest Quarter of the Northwest Quarter (NW 1/4 of the NW 1/4) of Section 33, Township 20 South, Range 10 West, in Tuscaloosa County, Alabama.

This conveyance is subject to all easements, restrictions and reservations of record as recorded in the aforesaid Office of the Probate Judge.

Together with all and singular the tenements, hereditaments, and appurtenances, thereto or in any wise appertaining in fee simple.

TO HAVE AND TO HOLD, all and singular, the above-mentioned and described premises, together with the appurtenances, unto the said Grantees, their heirs or assigns forever. And it does for itself and for its heirs, successors and assigns covenant with the said Grantees, their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above, that it is entitled to the immediate possession thereof; that it has a good right to sell and convey the same as aforesaid; that it will and its heirs, successors and assigns shall warrant and defend the same to the said Grantees, their heirs and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 29th day of March, 2001.

NORTHCREEK PROPERTIES, L.L.C.

By: William F. Barnes
Its Managing Partner

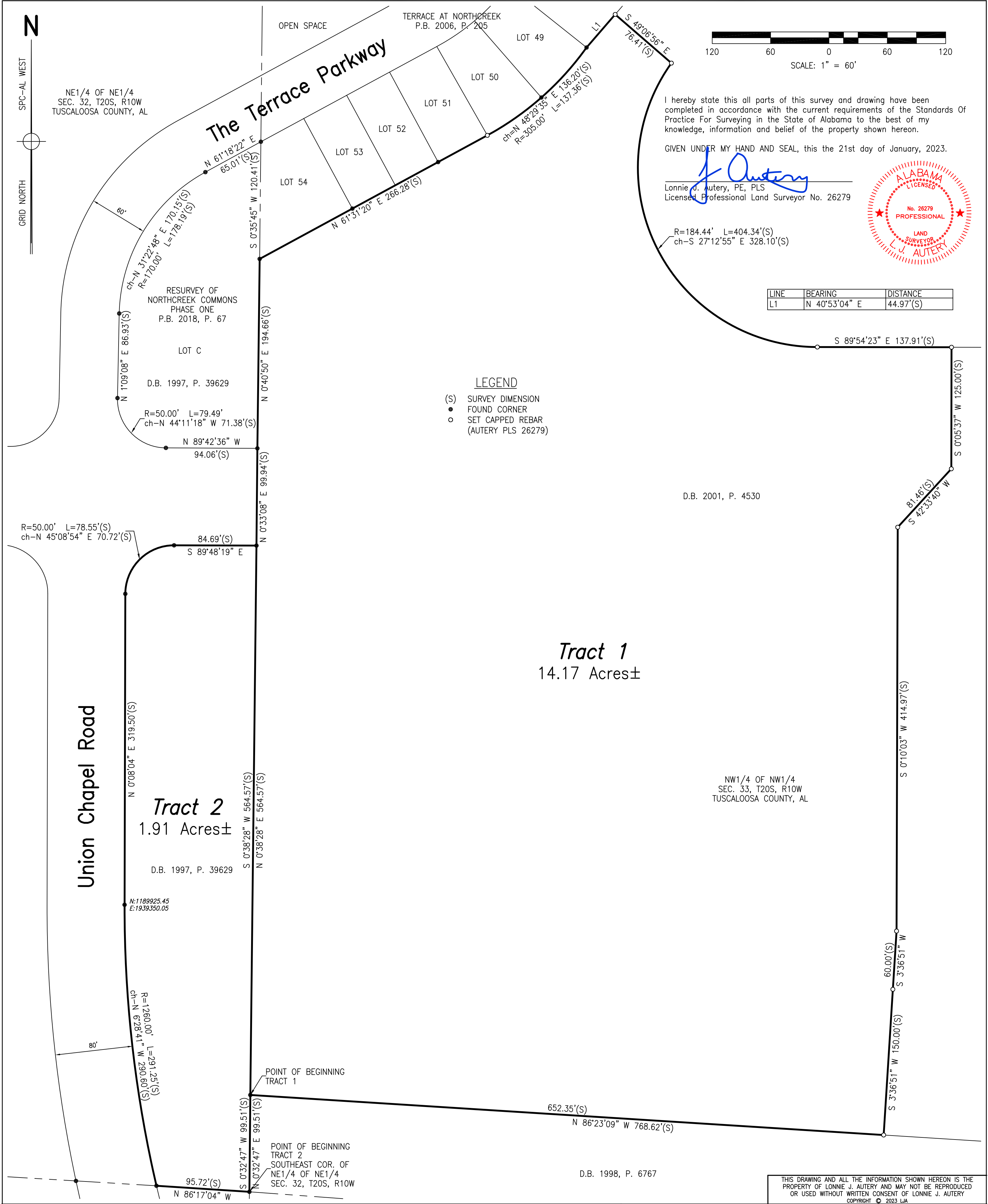
STATE OF ALABAMA
COUNTY OF TUSCALOOSA

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William F. Balnes, Jr., whose name as Manager of NORTH CREEK PROPERTIES, L.L.C., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said conveyance, he executed the same voluntarily and with full authority on the day the same bears date for and as an act of said entity.

Given under my hand and official seal on this the 29th day of March, 2001.

Melinda J. Phillips
NOTARY PUBLIC
My Commission Expires: 7-29-2002

2001 4531
Recorded in the Above
DEED Book & Page
03-29-2001 04:03:34 PM
Source Of Title: 1997 / 39629
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama
Book/Pg: 2001/4530
Term/Cashier: SCAN2 / njj
Tran: 2825.239082.249616
Recorded: 03-29-2001 16:03:53
DFE Deed Tax 300.00
PJF Probate Judge Fee 2.00
REC Recording Fee 7.00
SOT Source of Title 1.00
Total Fees: \$ 310.00



ALS

&

AUTERY

LAND SURVEYING

& ENGINEERING, LLC

1470 NORTHBANK PARKWAY

SUITE 161

TUSCALOOSA, AL 35406

PHONE: (205) 333-2477

DATE SURVEYED: 08/07/2022

EMAIL: jautery@alsurvey.com

TERRACE AT NORTHCREEK

PROPOSED PHASE 2

Page 61 of 146

I hereby state this all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards Of Practice For Surveying in the State of Alabama to the best of my knowledge, information and belief of the following described property:

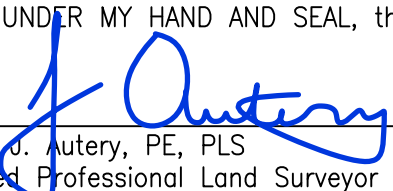
TRACT 1

Commencing at an iron pipe the southeast corner of the NE1/4 of the NE1/4 of Section 32, T20S, R10W, Tuscaloosa County, Alabama; thence run N 0°32'47" E for 99.51 feet along the east line of said Section 32 to an iron bar and the Point of Beginning; thence run N 0°38'28" E for 564.57 feet along said east line to a capped rebar; thence run N 0°33'08" E for 99.94 feet along said east line to a capped rebar; thence run N 0°40'50" E for 194.66 feet along said east line to a capped rebar; thence run N 61°31'20" E for 266.28 feet to a set capped rebar; thence run in a northeasterly direction along the arc of a curve to the left, having a radius of 305.00 feet, an arc length of 137.36 feet, and a chord bearing and distance of N 48°29'35" E, 136.20 feet to a capped rebar; thence run N 40°53'04" E for 44.97 feet to a set capped rebar; thence run S 49°06'56" E for 76.41 feet to a set capped rebar; thence run in a southeasterly direction along the arc of a curve to the left, having a radius of 184.44 feet, an arc length of 404.34 feet, and a chord bearing and distance of S 27°12'55" E, 328.10 feet to a capped rebar; thence run S 89°54'23" E for 137.91 feet to a capped rebar; thence run S 0°05'37" W for 124.91 feet to a capped rebar; thence run S 42°33'40" W for 81.46 feet to a capped rebar; thence run S 0°10'03" W for 414.97 feet to a capped rebar; thence run S 3°36'51" W for 60.00 feet to a capped rebar; thence run S 3°36'51" W for 150.00 feet to a capped rebar; thence run N 86°23'09" W for 652.35 feet to an iron bar; thence run S 0°32'47" W for 99.51 feet to the Point of Beginning. Said described property contains 14.17 acres, more or less, and lies NW1/4 of the NW1/4 of Section 33, T20S, R10W, Tuscaloosa County, Alabama.

TRACT 2

Beginning at an iron pipe the southeast corner of the NE1/4 of the NE1/4 of Section 32, T20S, R10W, Tuscaloosa County, Alabama; thence run N 86°17'04" W for 95.72 feet along the south line of said NE1/4 of the NE1/4 to a capped rebar on the east right-of-way of Union Chapel Road; thence run in a northerly direction along said east right-of-way, being the arc of a curve to the right, having a radius of 1260.00 feet, an arc length of 291.25 feet, and a chord bearing and distance of N 6°28'41" W, 290.60 feet to a capped rebar; thence run N 0°08'04" E for 319.50 feet along said east right-of-way to a capped rebar; thence run in a northeasterly direction, being the arc of a curve to the right, having a radius of 50.00 feet, an arc length of 78.55 feet, and a chord bearing and distance of N 45°08'54" E, 70.72 feet to a capped rebar; thence run S 89°48'19" E for 84.69 feet to a capped rebar on the east line of said NE1/4 of the NE1/4; thence run S 0°38'28" W for 564.57 feet along said east line to an iron bar; thence run S 0°32'47" W for 99.51 feet along said east line to the Point of Beginning. Said described property contains 1.91 acres, more or less, and lies in the NE1/4 of the NE1/4 of Section 32, T20S, R10W, Tuscaloosa County, Alabama.

GIVEN UNDER MY HAND AND SEAL, this the 21st day of January, 2023.


Lonnie J. Autery, PE, PLS
Licensed Professional Land Surveyor No. 26279

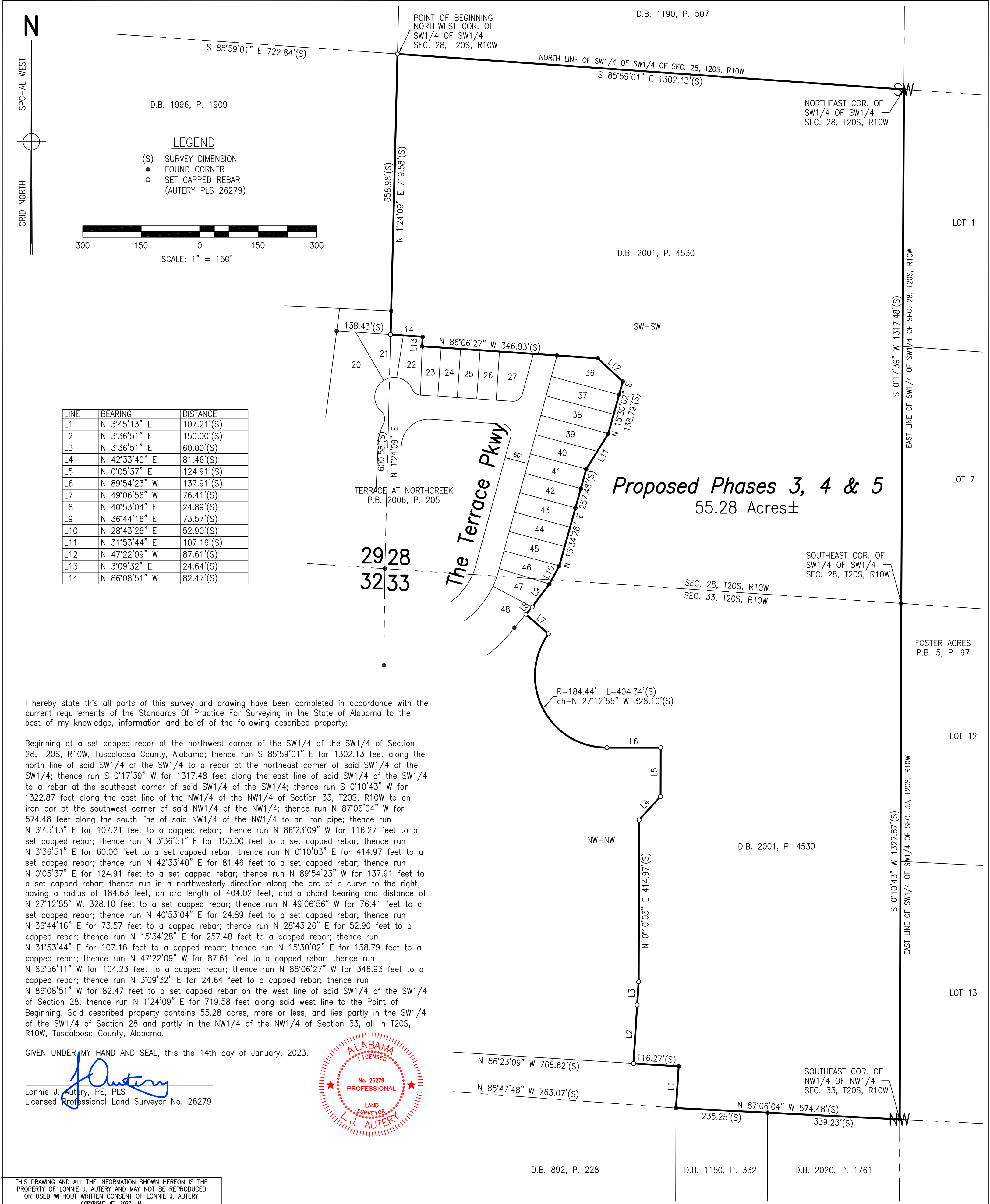


ALS **AUTERY**
&E LAND SURVEYING
& ENGINEERING, LLC

1470 NORTHBANK PARKWAY
SUITE 161
TUSCALOOSA, AL 35406

PHONE: (205) 333-2477
DATE SURVEYED: 08/07/2022
EMAIL: jautery@alsurvey.com

SCALE: 1"=60'
PAGE 2 OF 2
JOB NO.: TERRACE



ALS & E

AUTERY

LAND SURVEYING
& ENGINEERING, LLC

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PHONE: (205) 333-2477
DATE SURVEYED: 08/07/2022
EMAIL: jautery@alsurvey.com

TERRACE AT NORTHCREEK
PROPOSED PHASES 3, 4 & 5



City of Northport

Designation of Agent Form

All applications, plans, and supporting documents may be submitted by email to planning@cityofnorthport.org.

I, Scott Sullivan, being owner of the property which is the subject of this application hereby authorize Longleaf Engineering, to act as my representative with the City of Northport's (Board of Zoning, and/or Planning Commission, and/or City Council), as required by the type of request listed on the attached application form.

Property Owner Signature: ✓ Scott Sullivan

Date: 7-25-22

Property Owner Mailing Address: Northcreek Properties
318 Main Ave, Northport, AL 35476
Phone Number: (205) 339-1052

Authorized Agent Mailing Address: Longleaf Engineering
432 65th Street, Ste A, Tuscaloosa, AL 35405
Phone Number: (205) 345-5646

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

I, Debbie Rainwater, a Notary Public in and for said County and State, hereby certify that Scott Sullivan, whose name is signed to the foregoing document, and who is known to me or acknowledged before me on this day, that being informed of the contents of said document, did execute the same voluntarily on the day that bears the same date.

Given my hand and seal of office this 25th day of July, 2022

Debbie Rainwater
Notary Public

My Commission Expires: 2-18-2024

LEGAL NOTICE

Notice is hereby given that the City Council of Northport will meet in the Council Chambers of the Northport City Hall, at 5:30 p.m. on Monday, May 6, 2024, for the purpose of considering the adoption of a certain amendment to the Comprehensive Zoning Ordinance of Northport, Alabama, being a change in zoning classification as hereinafter set out, and for the purpose of conducting a public hearing in relation thereto. At such time and place, parties in interest, citizens and all persons who desire, shall have an opportunity of being heard in opposition to, or in favor of, the adoption of said amendment to the Comprehensive Zoning Ordinance.

If persons with disabilities need special accommodations or auxiliary aids for participation at this hearing, please contact the City Administrator at 339-7000 at least twenty-four (24) hours in advance.

Said proposed amendment is a change in zoning classification and an amendment to the Comprehensive Zoning Ordinance, which is set out in a proposed ordinance as follows, to-wit:

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF NORTHPORT, ALABAMA

Rezoning of approximately 69.45 acres to RS-SD (Residential Special District)

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

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

1. That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcels being more particularly described as attached in Exhibit "A" in Tuscaloosa County, Alabama. Said property to be rezoned from RS-1 (Single Family Residential) to RS-SD (Residential Special District). This property is located at the east dead end of Northcreek Boulevard.

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

Exhibit A

Commencing at an iron pipe the southeast corner of the NE1 / 4 of the NE1 / 4 of Section 32, T20S, R 1 OW, Tuscaloosa County, Alabama; thence run N 0°32'47" E for 99.51 feet along the east line of said Section 32 to an iron bar and the Point of Beginning; thence run N 0°38'28" E for 564.57 feet along said east line to a capped rebar; thence run N 0°33'08" E for 99.94 feet along said east line to a capped rebar; thence run N 0°40'50" E for 194.66 feet along said east line to a capped rebar; thence run N 61°31'20" E for 266.28 feet to a set capped rebar; thence run in a northeasterly direction along the arc of a curve to the left, having a radius of 305.00 feet, an arc length of 137.36 feet, and a chord bearing and distance of N 48°29'35" E, 136.20 feet to a capped rebar; thence run N 40°53'04" E for 44.97 feet to a set capped rebar; thence run S 49°06'56" E for 76.41 feet to a set capped rebar; thence run in a southeasterly direction along the arc of a curve to the left, having a radius of 184.44 feet, an arc length of 404.34 feet, and a chord bearing and distance of S 27°12'55" E, 328.10 feet to a capped rebar; thence run S 89°54'23" E for 137.91 feet to a capped rebar; thence run S 0°05'37" W for 124.91 feet to a capped rebar; thence run S 42°33'40" W for 81.46 feet to a capped rebar; thence run S 0°10'03" W for 414.97 feet to a capped rebar; thence run S 3°36'51" W for 60.00 feet to a capped rebar; thence run S 3°36'51" W for 150.00 feet to a capped rebar; thence run N 86°23'09" W for 652.35 feet to an iron bar; thence run S 0°32'47" W for 99.51 feet to the Point

of Beginning. Said described property contains 14.17 acres, more or less, and lies NW1 / 4 of the NW1 / 4 of Section 33, T20S, R1 OW, Tuscaloosa County, Alabama.

Also known as parcel IDs: 63 20 08 28 3 002 001.000 & 63 20 08 33 2 001 013.000



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: April 1, 2024

SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with Southeast Appraisal, Inc. for As Needed Appraisal Services

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting that the City Council authorize the City Administrator to execute a contract with Southeast Appraisals for as-needed appraisal services to support City of Northport project initiatives.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54300 Amount: \$32,800.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a contract with Southeast Appraisal, Inc. for as-needed appraisal services.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
CONTRACT WITH SOUTHEAST APPRAISAL, INC. FOR AS NEEDED APPRAISAL
SERVICES**

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute a contract with Southeast Appraisal, Inc. for as needed, as requested appraisal services; and,

WHEREAS, the fiscal impact for the City for this contract will be \$32,800.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to execute a contract with Southeast Appraisals in the amount of \$32,800.00 for as needed, as requested appraisal services.

RESOLVED AND DONE THIS 1st DAY OF APRIL 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Christy Bobo, Its President

Reading: April 1, 2024

Motion:

Second:

Revised March 13, 2024

Green Village Quote – Lots to be appraised:

Lot 24	Lot 25	Lot 26	Lot 27	Lot 28
Lot 29	Lot 30	Lot 31	Lot 32	Lot 34
Lot 35	Lot 37	Lot 38	Lot 39	Lot 42
Lot 43	Lot 44	Lot 45	Lot 46	Lot 47
Lot 48	Lot 51	Lot 52	Lot 53	Lot 54
Lot 55	Lot 58	Lot 59	Lot 60	Lot 61
Lot 62	Lot 63	Lot 64	Lot 66	Lot 67
Lot 68	Lot 69	Lot 70	Lot 72	Lot 74
Lot 75	Lot 76	Lot 77	Lot 78	Lot 79
Lot 80	Lot 81	Lot 82	Lot 83	Lot 84
Lot 88	Lot 92	Lot 94	Lot 97	Lot 98
Lot 99	Lot 100	Lot 101	Lot 103	Lot 104
Lot 105	Lot 107	Lot 108	Lot 110	Lot 114
Lot 116	Lot 123	Lot 125	Lot 126	Lot 127
Lot 129	Lot 130	Lot 131	Lot 133	Lot 138
Lot 139	Lot 140	Lot 144	Lot 148	Lot 170
Lot 173	Lot 174	Lot 175	Lot 176	Lot 178
Lot 179	Lot 181	Lot 182	Lot 183	Lot 184
Lot 187	Lot 188	Lot 189	Lot 191	Lot 192
Lot 193	Lot 195	Lot 196	Lot 198	Lot 199
Lot 201	Lot 202	Lot 203	Lot 204	Lot 205
Lot 206	Lot 208			

Total lots to be appraised: 107

I propose to do this based on ownership interest. In other words, I will do a single cover report for each owner with their lots broken-down under that cover. The lot total under review is 107 lots, broken down in the following section. The quote is based on a \$700.00 base fee for each stand-alone appraisal and an up charge of \$100.00 for each lot covered in the individual report, (greenspace will be addressed separately as denoted below). The cost for appraisal is indicated in **RED** beside each of the proposed reports. Further, a master file will be updated that each standalone report will point to.

Alabama Holdings, LLC:	Lot 203 (Greenspace Area C)	\$ 700.00
	Lots 37, 74 & 132-133	<u>\$1,000.00</u>
	Total	\$1,700.00
Miguel Andres:	Lot 204 (Greenspace Area #C)	\$ 700.00
	Lots 51 & 64	<u>\$ 800.00</u>
	Total	\$1,500.00
Miguel Andres:	Lots 205 & 208 (Greenspace #G/H)	\$ 800.00
	Lots 72, 79, 92, 94, 97, 98 & 198	<u>\$1,300.00</u>
	Total	\$2,100.00
Linda W. Biggs:	Lot 129	\$700.00
Boyd & Kathy Blakeney:	Lot 70	\$700.00
Terry L. Bonner:	Lots 82 & 83	\$800.00
Chestnut Holdings, LTD:	31-Lots (#'s 26, 30, 46, 54, 67, 68, 69, 76, 77, 80, 88, 101, 103, 105, 107, 108, 114, 123, 126, 127, 138, 139, 140, 173, 178, 181, 182, 183, 188, 191 & 199)	\$3,700.00
City of Northport:	Lot 202 (Area B – Greenspace)	\$700.00
Felicea Clark:	Lot 99	\$700.00

Antonio L. Cortez:	Lot 78	\$700.00
Annie Sue Dockery:	Lot 192	\$700.00
Ruby L. Dodson:	Lot 193	\$700.00
Latosha T. Daniels:	Lot 60	\$700.00
Gwendolyn L. Elliott:	Lot 100	\$700.00
Tomas G. Felix:	Lot 144	\$700.00
Guadalupe J. Francisco:	22-Lots (#'s 27, 28, 29, 31, 32, 34, 35, 42, 43, 44, 45, 52, 53, 55, 58, 59, 63, 110, 116, 130, 148 & 179)	\$2,800.00
David L. Freeman:	4-Lots (#'s 170, 174, 175 & 172)	\$1,000.00
Shirley J. Goodson:	Lot 195	\$700.00
Green Village Owners Association, Inc.:	Lot 206 (Area F – Greenspace)	\$700.00
Annie Sue Hubbard:	Lot 75	\$700.00
Jeaneva Jones:	Lot 131	\$700.00
Bettie Ann Layton:	Lot 184	\$700.00
Cephus. & Evonne McCoy:	Lot 196	\$700.00
Rafael S. J. Miguel:	Lots 47 & 48	\$800.00
Rosa P. Morrow:	Lot 201 (Greenspace)	\$700.00
Joseph Page Sr.:	Lot 38	\$700.00
James A. Polden Sr.:	Lot 84	\$700.00
John A. & Minnie Pearl Rice:	Lot 66	\$700.00
Kenneth M. Rivers:	Lots 62 & 125	\$800.00
Bobby W. & Cathy Rogers:	Lot 61	\$700.00
David G. & Janice B. Sanders:	Lot 104	\$700.00
Lynn K. Sexton:	Lots 24 & 25	\$800.00
Evelyn Williams:	Lot 189	\$700.00
Latosha Wilson:	Lot 81	\$700.00

Total job quote for this portion of the Green Village Project is **\$32,800.00**. Please review the lists to make sure I found everything that you need. Certified Letters will be mailed from our office on Monday 3/18/2024 with the provided 2-week response time. I would hope to have the job complete and on your desk by the first of May.

Thanks,
Don



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: April 1, 2024

SUBJECT: Resolution Authorizing Water Service Outside of City Limits for Property Located at 15799 Bethabara Road

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: Ron Davis

Summary:

Mr. Brandon Truitt has property located at 15799 Bethabara Road, that cannot presently be annexed into the city because the property is not contiguous. The address is outside of the city limits and outside of the planning jurisdiction. He is requesting city water service. The Municipal Code allows this with the majority consent of the city council. The staff recommends this access be allowed. Per city code, all costs of this connection would be paid by the applicant and not by the City. In addition, we are adding the requirement that if, in the future, the property can be annexed, that the property will be annexed into the city. If the property is not annexed, the City retains the right to terminate water services at that point.

Recommendation:

Approve

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to adopt the resolution authorizing water service outside of the city limits to be provided to Brandon Truitt at 15799 Bethabara Road, pursuant to the conditions in the resolution.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS FOR
PROPERTY LOCATED AT 15799 BETHABARA ROAD**

WHEREAS, Mr. Brandon Truitt, has property located at 15799 Bethabara Road, and has requested that he be allowed to obtain water from the City of Northport for this property; and

WHEREAS, Mr. Truitt cannot presently annex into the city because this property is not contiguous with the current Northport city limits; and

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

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

- 1) As allowed by Northport Municipal Code Section 74-237, the City Council hereby agrees to provide water service to the property located at 15799 Bethabara Road, by majority vote of the City Council.
- 2) All costs of this connection shall be paid by the applicant and not by the City of Northport.
- 3) The applicant agrees that if at any time this property becomes contiguous to the city limits, that the property will be annexed in the City of Northport. If the applicant or future owner of this property refuses to annex into the city, then the City reserves the right to terminate water services to this property at that time.

RESOLVED AND DONE THIS _____ DAY OF _____, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: April 1, 2024
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: April 1, 2024

SUBJECT: Resolution Authorizing an Application to the State of Alabama Law Enforcement Agency for the Fiscal Year 2024 Homeland Security Grant

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

The Engineering Department is requesting authorization to apply for the Fiscal Year 2024 Homeland Security Grant. The application is requesting funds for the purchase and installation of upgraded security measures, including an access control gate at the Wastewater Treatment Plant. If awarded, there is no required match.

Recommendation:

I recommend approval of this request.

Funding Source/GL Code:

GL Code No. Not Applicable. Amount: \$ Not Applicable.

Motion for Consideration:

I move that the City Council authorize the application to the State of Alabama Law Enforcement Agency for the Fiscal Year 2024 Homeland Security Grant.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING AN APPLICATION TO THE STATE OF ALABAMA
LAW ENFORCEMENT AGENCY FOR THE FISCAL YEAR 2024 HOMELAND
SECURITY GRANT**

WHEREAS, the State of Alabama Law Enforcement Agency is currently accepting applications for the Homeland Security Grant for fiscal year 2024; and,

WHEREAS, the Engineering department is requesting that the City Council authorize application for the Homeland Security Grant with no required match from the City; and,

WHEREAS, if awarded, the funds will be used for the purchase and installation of upgraded security measures at the City of Northport Wastewater Treatment Plant.

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

1. That the Engineering department is authorized to submit an application for the Fiscal Year 2024 Homeland Security Grant,
2. That, if awarded, this is a no match grant; and,
3. That authorized grant representatives shall be authorized to submit any and all documentation related to the grant.

RESOLVED AND DONE THIS 1st DAY OF APRIL 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Christy Bobo, Its President

Reading: April 1, 2024
Motion:
Second:



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: April 1, 2024

SUBJECT: Resolution Authorizing the City Administrator to enter into an Agreement with ThreatAdvice

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

This is a resolution request for the City Administrator to enter into a Master Service Agreement with ThreatAdvice for security services.

Recommendation:

To approve this request.

Funding Source/GL Code:

GL Code No. Amount: N/A

Motion for Consideration:

I move to approve the resolution for the City Administrator to enter into a Master Services Agreement with ThreatAdvice and to authorize the City Administrator to approve all requisitions and documents related to said agreement.



ThreatAdvice

Secure Technology Solutions

We have prepared a quote for you

ThreatAdvice Master Service Agreement

Quote # 011003
Version 1

Prepared for:

City of Northport

Glenda Webb
gwebb@cityofnorthport.org



Master Service Agreement

ThreatAdvice Master Service Agreement

These ThreatAdvice General Terms and Conditions ("Agreement") govern Customer's purchase and use of services and products from ThreatAdvice Cybersecurity Solutions, LLC, ThreatAdvice Security Services, LLC, or any of their Affiliates ("ThreatAdvice").

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **"Control,"** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Customer" means the customer legal entity executing an Order Form for the purchase of Services.

"Customer Data" means electronic data and information submitted by Customer to the Services.

"Data Subject" means the identified or identifiable person to whom Personal Data relates.

"Documentation" means the applicable Service's reference, usage, and technical guides, as updated from time to time.

"HaaS Offerings" means the ThreatAdvice HaaS offerings that are subscribed to by Customer under an Order Form. **"HaaS"** means Hardware-as-a-Service, a delivery model in which the end-user benefits from use of hardware that is owned and maintained by the provider.

"Order Form" means an ordering document for Services entered into between Customer and ThreatAdvice or any of their Affiliates, including without limitation ordering documents labeled as quotes or proposals.

"Personal Data" means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as Personal Data or personally identifiable information under applicable data protection laws and regulations), where for each (i) or (ii), such data is Customer Data.

"Processing" or "Process" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Processor" means the entity which Processes Personal Data on behalf of the Controller.

"Professional Services" means consulting work or other professional services performed by ThreatAdvice, its Affiliates, or their respective subcontractors under an Order Form, including Support Services and any consulting work or other professional services that ThreatAdvice performs in connection with the sale of a



Master Service Agreement

Service.

“SaaS Offerings” means the ThreatAdvice SaaS offerings that are subscribed to by Customer under an Order Form. over the Internet.

“SaaS” means Software-as-a-Service, a delivery model in which the product/service is hosted, operated, and maintained by the provider on one or more servers and users are provided access by way of a remote user interface

“Services” means the services and products offered by ThreatAdvice, including the SaaS Offerings, the HaaS Offerings, the Professional Services, the Website, and any other services and/or products that are provided by ThreatAdvice to Customer under an Order Form.

“Support Services” means the services by ThreatAdvice which are designed to support Services and the standard terms and conditions thereto, in effect on the date services are rendered.

“User” means an individual who is authorized by Customer to use a Service, and to whom Customer has supplied a user identification and password. Users may include employees, consultants, contractors, and agents of Customer.

“User Contributions” means content that is uploaded by Customer to the Website or otherwise provided by Customer to ThreatAdvice in relation to the provision of Services, including product reviews, vendor reviews, product category taxonomy, comments, opinions, postings, messages, text, files, images, photos, works of authorship, email, or other material.

“Website” means any website currently operated by ThreatAdvice that allows end-users to access various ThreatAdvice services and cyber tools, such as the Intellisense product, phishing tests, policies and procedure library, and cyber training and education, as updated, modified or limited by ThreatAdvice from time to time.

2. SERVICES; RESPONSIBILITIES OF THE PARTIES

2.1. SaaS Offerings

2.1.1 Provision of SaaS Offerings

ThreatAdvice will (a) make the SaaS Offerings available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide Support Services for the SaaS Offerings to Customer as Rev. December 8, 2023 Page 2 of 9 defined in the applicable Order Form, (c) use commercially reasonable efforts to make the SaaS Offerings available 24 hours a day, 7 days a week, except for: (i) planned downtime, and (ii) any unavailability caused by an event of force majeure, Internet service provider failure or delay, third party applications, or denial of service attack, and (d) provide the SaaS Offerings in accordance with laws and government regulations applicable to ThreatAdvice's provision of the SaaS Offerings to its customers generally. Unless otherwise provided in the applicable Order Form or Documentation, SaaS Offerings are purchased as subscriptions for the term stated in the applicable Order Form. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by ThreatAdvice regarding future functionality or features.

2.1.2 Protection of Customer Data. ThreatAdvice will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data. ThreatAdvice will notify Customer without undue delay as to any unauthorized disclosure of Customer Data by ThreatAdvice or its agents of which ThreatAdvice becomes aware, to the extent permitted by law. Upon request by Customer made within 30 days after the effective date of termination or expiration of the subscription term of an Order Form, ThreatAdvice will make Customer Data



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available to Customer for export or download. After such 30-day period, ThreatAdvice will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy, using industry standard methods for deletion or destruction, all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

2.1.3 Overseas Storage of Customer Data. ThreatAdvice stores Customer Data in the United States. If at any time ThreatAdvice intends to store Customer Data outside of the United States, ThreatAdvice will provide prior notice of such intention to Customer, and Customer may object to such transfer by notifying ThreatAdvice in writing within ten (10) business days after receipt of ThreatAdvice's notice. In the event Customer objects to the transfer, and if ThreatAdvice is unable to offer continued storage of Customer Data in the United States, Customer may terminate the applicable Order Form(s) with respect only to the affected Services.

2.1.4 Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the SaaS Offerings, and the interoperation of any third party applications with which Customer uses SaaS Offerings, (c) use commercially reasonable efforts to prevent unauthorized access to or use of SaaS Offerings, and notify ThreatAdvice promptly of any such unauthorized access or use, (d) use SaaS Offerings only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations, (e) comply with terms of service of any third party applications with which Customer uses SaaS Offerings, and (f) be responsible for determining the suitability of the SaaS Offerings for its use considering any laws and regulations applicable to Customer. Any use of the SaaS Offerings in breach of the foregoing by Customer or Users that in ThreatAdvice's judgment threatens the security, integrity, or availability of ThreatAdvice's services, may result in ThreatAdvice's immediate suspension of the SaaS Offerings, however ThreatAdvice will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension. Customer will not (a) make any SaaS Offering available to anyone other than Customer or Users, or use any SaaS Offering for the benefit of anyone other than Customer or its Affiliates, (b) sell, resell, license, sublicense, distribute, rent or lease any SaaS Offering, or include any SaaS Offering in a service bureau or outsourcing offering, (c) use an SaaS Offering to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third[1]party privacy rights, (d) use an SaaS Offering to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of any SaaS Offering, (f) attempt to gain unauthorized access to any SaaS Offering or its related systems or networks, (g) permit direct or indirect access to or use of any SaaS Offerings in a way that circumvents a contractual usage limit, or use any SaaS Offerings to access, copy or use any of ThreatAdvice intellectual property, (h) modify, copy, or create derivative works of an SaaS Offering or any part, feature, function or user interface thereof, or (i) disassemble, reverse engineer, or decompile an SaaS Offering.

2.2 Website

2.2.1 Set Up. Upon execution of the relevant Order Form, Customer will identify to ThreatAdvice the Users authorized to utilize the Website by providing a written list of the names, email addresses and phone numbers of each authorized User. ThreatAdvice will create user accounts for each authorized User, using the authorized User's email as a User ID and assigning a temporary password (the "Temporary Credentials"). Once the Temporary Credentials are assigned, ThreatAdvice will email each authorized User with instructions on how to access his or her account. When each authorized User accesses the Website using his/her Temporary Credentials, s/he will be required to create a new password and possibly to provide other information to verify the security of the User's account (the resulting information will be each authorized User's "User Credentials"). Once User Credentials are activated, the User is free to start using the Website in accordance with the Customer's subscription. Customer is responsible for: (a) making all arrangements necessary for access to the Website; and (b) ensuring that all its authorized Users comply with this Agreement. Customer must keep all of its Customer information and authorized User information up to date at all times. Customer is responsible for ensuring that all its Users treat their User Credentials as confidential, and do not disclose their User Credentials to any other person or entity. Customer acknowledges that each of its Users' account is personal to the User and may not be shared with any other person or entity. Customer is responsible for all activity on the Website its Users' accounts. Customer agrees to immediately notify ThreatAdvice of any



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unauthorized access to or use of any of its Users' accounts. Customer may not sell, assign, or otherwise transfer User Credentials to any third party. ThreatAdvice has the right to disable any User Credentials at any time, or suspend Customer's access to the Website, in its sole discretion, for any or no reason, including if, in ThreatAdvice's opinion, Customer has violated any provision of the Sections titled "User Contributions" or "Content Standards", or if Customer has failed to make any payments in a timely manner.

2.2.2 Restrictions on Use. Customer may use the Website and any Services obtained through the Website only for lawful purposes and in accordance with this Agreement. Customer agrees not to use the Website and any Services obtained through the Website (a) in any way that violates any applicable federal, state, local or international law or regulation; (b) to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set out in this Agreement; (c) to transmit, or Rev. December 8, 2023 Page 3 of 9 procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation; (d) to impersonate or attempt to impersonate ThreatAdvice, a company employee, another user or any other person or entity (including, without limitation, by using email addresses or User Credentials associated with any of the foregoing); or (e) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website or Services, or which, as determined by ThreatAdvice, may harm ThreatAdvice or users of the Website or Services or expose them to liability. Additionally, Customer agrees not to, and to ensure that its authorized Users do not: (f) use the Website or Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website or Services, including their ability to engage in real time activities through the Website or Services; (g) use any robot, spider or other automatic device, process or means or any manual process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website, its content, or any portion of the Services; (h) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (i) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, any server, computer or database connected to the Website or the Services; (j) attack the Website via a denial-of-service attack or a distributed denial-of-service attack or other means; or (k) otherwise attempt to interfere with the proper working of the Website or Services.

2.2.3 User Contributions. The Website may provide opportunities for Users to upload or provide User Contributions. All User Contributions must comply with all applicable laws and with the content standards set out in this Agreement. ThreatAdvice reserves the right but does not undertake to review User Contributions before they are posted on the Website, and ThreatAdvice assumes no liability for any action or inaction regarding transmissions, communications or User Contributions provided by Customer or any of its authorized Users, or any other customer or user. All statements and/or opinions expressed in User Contributions from any source, and all articles and responses to questions and other content, other than the content provided by ThreatAdvice, are solely the opinions and the responsibility of the person or entity providing such materials, and such materials do not necessarily reflect the opinion of ThreatAdvice. Customer represents and warrants that: (a) it or its authorized Users own or control all rights in and to the User Contributions and have the right to grant ThreatAdvice the rights specified herein; (b) that all User Contributions do and will comply with the terms of this Agreement and applicable laws and regulations; (c) that all submission made to the Website through Customer's account are accurate to the best of the authorized User's knowledge; and (d) if Customer or its authorized Users provide a review, evaluation, or opinion of a product or service, the authorized User providing such review, evaluation or opinion is not an employee, contractor, agent, channel partner or director of the vendor of such product or service to its affiliate and otherwise has no pecuniary interest in such vendor, product or service (if Customer or the authorized User individually, receives any incentive from ThreatAdvice in exchange for providing a review, evaluation or opinion, that fact must be stated in the review, evaluation or opinion). All User Contributions are the sole responsibility of Customer and the posting User, and ThreatAdvice assumes no responsibility for the content, legality, reliability, accuracy or appropriateness of any User Contributions. Customer agrees that it will not receive any compensation for the User Contributions submitted to ThreatAdvice through Customer's account. ThreatAdvice has the right to: (i) remove or refuse to post any User Contributions for any or no reason in its sole discretion; (ii) take any action with respect to any User Contributions that ThreatAdvice deems necessary or appropriate in its sole discretion, including if ThreatAdvice believes that such User Contribution violates this Agreement; (iii) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of



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the Website or Services; or (iv) terminate or suspend Customer's or any of its authorized User's access to all or part of the Website or Services for any or no reason, including without limitation, any violation of this Agreement. ThreatAdvice has the right to fully cooperate with any law enforcement authorities or court order requesting or directing disclosure of the identity or other information of anyone posting any materials on or through the Website. CUSTOMER WAIVES AND HOLDS HARMLESS THREATADVICE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, LICENSORS, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES. THREATADVICE WILL REPORT ANY ILLEGAL ACTIVITIES ON THE WEBSITE OR IN CONJUNCTION WITH THE SERVICES TO THE APPROPRIATE AUTHORITIES.

2.2.4 Content Standards. All User Contributions must comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not: (a) contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable; (b) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (c) infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person or entity or violate confidentiality obligations owed to any other person or entity; (d) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement; (e) be likely to deceive any person; (f) promote any illegal activity, or advocate, promote or assist any unlawful act; (g) impersonate any person, or misrepresent your identity or affiliation with any person or organization; or (h) give the impression that they emanate from or are endorsed by ThreatAdvice or any other person or entity, if this is not the case.

2.2.5 Interactions and Transactions with other Users. If Customer elects to enter into a transaction with another user of the Website, the terms of such transaction and any liabilities associated with such transactions are solely between the Website users and not with ThreatAdvice. Customer agrees that ThreatAdvice is not responsible for any loss or damage incurred as the result of any such dealings or with respect to any other user's use or disclosure of information about Customer that Customer has provided to publicly available sections of the Website or Services. If there is a dispute between Customer and any third party (including all other users) ThreatAdvice is under no obligation to become involved; however, ThreatAdvice reserves the right, but has no obligation, to monitor disputes between customers and others related to the Website, the Services, or any transactions resulting therefrom.

2.2.6 Links from the Website. The Website may contain links to other sites and resources provided by third parties. These links are provided for convenience only, and ThreatAdvice has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from Customer's use of them. These third-party sites have their own terms and privacy policies and are not subject to the terms of this Agreement or ThreatAdvice's Privacy Policy. If Customer decides Rev. December 8, 2023 Page 4 of 9 to access any of the third-party websites linked to this Website, Customer does so entirely at its own risk and subject to the terms and conditions of use for such websites.

2.2.7 Geographic Restrictions. ThreatAdvice is based in the state of Alabama in the United States. ThreatAdvice provides the Website and the Services for use only by persons located in the United States. ThreatAdvice makes no claims that the Website, the Services, or their content are accessible or appropriate outside of the United States. Access to the Website or use of the Services may not be legal by certain persons or in certain countries. If Customer is located outside the United States, Customer accesses the Website and uses the Services on its own initiative and is responsible for compliance with all applicable laws.

2.2.8 Authorized Means of Communications. Customer acknowledges and agrees that communications between ThreatAdvice and Customer may take several forms, including via electronic means such as sending emails or completing information requests on the Website. Customer agrees that ThreatAdvice may contact Customer by email, a phone number, or other means that Customer has provided to ThreatAdvice and Customer consents to ThreatAdvice recording or monitoring



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such phone calls for quality assurance and/or training purposes.

2.3 Professional Services. Each of ThreatAdvice and Customer will perform its obligations as set forth in the applicable Order Form. Additionally, Customer shall perform the following obligations with respect to each engagement for the provision of Professional Services by ThreatAdvice: (a) Designate one Customer employee or representative as a point of contact who will be responsible for responding to ThreatAdvice's questions and issues relating to the Professional Services. (b) Provide sufficient and qualified personnel capable of: (i) making timely decisions necessary to move the Professional Services forward; and (ii) participating in the project and assisting ThreatAdvice in rendering the Professional Services; (c) Provide ThreatAdvice with reasonable access to Customer's facilities during Customer's normal business hours and otherwise as reasonably requested by ThreatAdvice to enable ThreatAdvice to perform the Professional Services. (d) Provide ThreatAdvice with office space where consultants can work efficiently and meet with Customer personnel and/or other ThreatAdvice consultants, as ThreatAdvice may reasonably require. (e) Maintain valid licenses and warranty/maintenance coverage for all computer software in operation by Customer and supported by ThreatAdvice as ThreatAdvice cannot support software that is not properly licensed, copied or pirated, nor can it support software that is no longer maintained by its manufacturer.

2.4 Sale of Hardware and other Products.

2.4.1 Title. When ThreatAdvice, acting as a reseller or otherwise, sells hardware or other products and transfers title to Customer, title to the products passes to Customer on the shipment date. Customer is responsible for all risk of loss or damage on and after the date of shipment. Customer grants ThreatAdvice a purchase money security interest in all products purchased by Customer on account from ThreatAdvice and in all cash and non-cash proceeds from Customer's sale or transfer of such products until ThreatAdvice receives full payment therefor.

2.4.2 Price Protection. ThreatAdvice guarantees the quoted prices of products up to and including their planned installation date. If the products have not been installed by the date agreed in the relevant Order Form, through no fault of ThreatAdvice, ThreatAdvice reserves the right to increase quoted prices to reflect increases in the prices it must pay for the products.

2.5 Employee Screening. ThreatAdvice will subject all employees to pre-employment screening in the form of a drug use screening, a seven (7) year background check of felony and misdemeanor convictions (federal, state, and county), searches of U.S Government Specialty Designated National and export denial lists and relevant national and state sex offender registries, and verification of an individual's citizenship and legal right to work.

2.6 Insurance. During the term of this Agreement, ThreatAdvice will maintain not less than the following insurance: (a) Commercial General Liability insurance, including bodily injury, property damage, and personal injury with limits not less than \$2,000,000 combined single limit per occurrence. (b) Statutory Workers' Compensation insurance for any jurisdiction where work is performed by ThreatAdvice personnel who are engaged as a part of this agreement. (c) Business Auto insurance covering owned, non-owned and hired autos with limits of not less than \$500,000 combined single limit per accident for bodily injury and property damage liability. (d) Umbrella Liability insurance with limits of not less than \$5,000,000 combined single limit in excess of the above reference Commercial General Liability, Employer's Liability and Business Auto Liability. (e) Technology Errors and Omissions and Cyber Liability covering the liability for financial loss due to error, omission, negligence of employees and Cyber Liability coverage for introduction of a computer virus onto, allowing unauthorized access to, denial of service, or otherwise causing damage to the System in an amount of at least \$1,000,000. Rev.
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3. PROPRIETARY RIGHTS AND LICENSES

3.1 Reservation of Rights by ThreatAdvice.

3.1.1 Customer acknowledges and agrees that any ideas, concepts, know-how or techniques relating to the Services provided under this Agreement or used by ThreatAdvice during the course of this Agreement, including, without limitation, software programs, screen layouts, graphics, report formats and use manuals are and shall remain the exclusive property of ThreatAdvice or its licensors. Subject to the limited rights expressly granted hereunder, ThreatAdvice, its Affiliates, and its licensors reserve all their rights, title, and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

3.1.2 The ThreatAdvice name and logo and all related names, logos, product and service names, designs and slogans are trademarks of ThreatAdvice, and Customer agrees not to use such marks without the prior written permission of ThreatAdvice. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

3.1.3 Customer agrees not to reproduce, decompile, disassemble, reverse engineer, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the Services, including without limitation any material on the Website or in the Services provided through the Website and not to rent, lease, loan or sell access to the Services except as expressly permitted in this Agreement.

3.2 Licenses by Customer.

3.2.1 Customer grants ThreatAdvice and its Affiliates a worldwide, limited-term license to host, copy, use, transmit, and display any Customer Data, as necessary for ThreatAdvice to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement.

3.2.2 Customer grants to ThreatAdvice and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, copy, reproduce, modify, display, create derivative works of, distribute, disclose, and make and incorporate into its services and products any User Contribution, suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Users relating to the operation of the Services.

3.2.3 Subject to the limited licenses granted herein, ThreatAdvice acquires no right, title or interest from Customer in or to any Customer Data or User Contribution.

4. FEES AND PAYMENT

4.1 Fees. Customer will pay all fees specified in Order Forms. Payment obligations are non-cancelable, and fees paid are non[1]refundable. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date.

4.2 Overdue Charges. If any invoiced amount is not received by ThreatAdvice by the due date, then without limiting ThreatAdvice's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

4.3 Suspension of Service. If any charge owing by Customer is 30 days or more overdue, ThreatAdvice may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full.

4.4 Payment Disputes. ThreatAdvice will not exercise its rights under the "Overdue Charges" or "Suspension of Service" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.



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4.5 Taxes. ThreatAdvice's fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If ThreatAdvice has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, ThreatAdvice will invoice Customer and Customer will pay that amount unless Customer provides ThreatAdvice with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, ThreatAdvice is solely responsible for taxes assessable against it based on its income, property, and employees.

5. CONFIDENTIALITY

5.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data and excludes User Contributions; Confidential Information of ThreatAdvice includes the Services, any ideas, concepts, know-how or techniques relating to the Services or used by ThreatAdvice in the provision of Services, including, without limitation, software programs, screen layouts, graphics, report formats and use manuals, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any Rev. December 8, 2023 Page 6 of 9 obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional ThreatAdvice services.

5.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, ThreatAdvice may disclose the terms of this Agreement and any applicable Order Form to a contractor to the extent necessary to perform ThreatAdvice's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

5.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

5.4 Personal Data. To the extent that Customer Data includes Personal Data, the following terms and conditions shall apply:



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- (a) The parties acknowledge and agree that regarding the Processing of Personal Data, Customer is a Controller or a Processor, and ThreatAdvice is a Processor.
- (b) Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of applicable data protection laws and regulations, including any applicable requirement to provide notice to Data Subjects of the use of ThreatAdvice as Processor. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with applicable data protection laws and regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and how Customer acquired Personal Data. Customer specifically acknowledges and agrees that its use of the Services will not violate the rights of any Data Subject.
- (c) ThreatAdvice shall treat Personal Data as Confidential Information and shall Process Personal Data on behalf of and only in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Forms; (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement.
- (d) The subject-matter of Processing of Personal Data by ThreatAdvice is the performance of the Services pursuant to the Agreement.
- (e) Customer acknowledges and agrees that (a) ThreatAdvice's Affiliates may be retained as sub-Processors; and (b) each of ThreatAdvice and its Affiliates may engage third-party sub-Processors in connection with the provision of the Services. ThreatAdvice will identify in each Order Form the sub-Processors engaged in Processing Personal Data for the performance of the applicable Service. 6. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS 6.1 Mutual Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

6.2 ThreatAdvice Warranties.

6.2.1 SaaS Offerings. ThreatAdvice warrants that during an applicable subscription term the SaaS Offerings will perform materially in accordance with the applicable Documentation. For any breach of the foregoing warranty, as Customer's exclusive remedy, ThreatAdvice will address reported non-conformities in accordance with the terms of the applicable Support Services for the SaaS Offerings. THREATADVICE DOES NOT WARRANT THAT ANY SAAS OFFERING IS ERROR-FREE OR THAT ALL ERRORS CAN OR WILL BE CORRECTED.

6.2.2 Website. CUSTOMER'S USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT CUSTOMER'S OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. ANY RELIANCE CUSTOMER PLACES ON INFORMATION THAT IT OBTAINS THROUGH THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS STRICTLY AT CUSTOMER'S OWN RISK, AND THREATADVICE DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS BY CUSTOMER OR ANY OF ITS AUTHORIZED USERS. NEITHER THREATADVICE Rev. December 8, 2023 Page 7 of 9 NOR ANY PERSON ASSOCIATED WITH THREATADVICE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE OR THE SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THREATADVICE NOR ANYONE ASSOCIATED WITH THREATADVICE REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE, THE SERVICES, OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET CUSTOMER'S NEEDS OR EXPECTATIONS. THREATADVICE WILL NOT BE LIABLE FOR ANY LOSS



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OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL[1]OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT ITS OR CUSTOMER'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO CUSTOMER'S USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO CUSTOMER'S DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

6.2.3 Professional Services. ThreatAdvice warrants that Professional Services (including without limitation Support Services) will be performed in a good and workmanlike manner, in accordance with industry standards. For any breach of the foregoing warranty, as Customer's exclusive remedy, ThreatAdvice will reperform the non-conforming services at no additional charge to Customer, provided ThreatAdvice has received written notice from Customer within thirty (30) calendar days after completion of the allegedly non-conforming services.

6.2.4 Hardware and Other Products. EXCEPT AS PROVIDED IN AN ORDER FORM, ALL HARDWARE AND OTHER PRODUCTS THAT ARE MADE AVAILABLE TO CUSTOMER AS PART OF HAAS OFFERINGS OR OTHER SERVICES ARE PROVIDED BY THREATADVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. When ThreatAdvice, acting as a reseller or otherwise, sells hardware or other products and transfers title to Customer, to the extent that ThreatAdvice is contractually permitted to do so, ThreatAdvice will pass-through to Customer any warranties of the original manufacturer or vendor of hardware.

6.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES PROVIDED FREE OF CHARGE ARE PROVIDED "AS IS," AND "AS-AVAILABLE" EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

7. INDEMNIFICATION

7.1 Indemnification by ThreatAdvice. ThreatAdvice will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by ThreatAdvice in writing of, a Claim Against Customer, provided Customer (a) promptly gives ThreatAdvice written notice of the Claim Against Customer, (b) gives ThreatAdvice sole control of the defense and settlement of the Claim Against Customer (except that ThreatAdvice may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives ThreatAdvice all reasonable assistance, at ThreatAdvice's expense. If ThreatAdvice receives information about an infringement or misappropriation claim related to an Service, ThreatAdvice may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching ThreatAdvice's warranties under "ThreatAdvice Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by ThreatAdvice, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Customer arises from Services under an Order Form for which there is no charge; (IV) a Claim against Customer arises from Customer's breach of this Agreement, the Documentation or applicable Order Forms, or (V) a Claim against Customer relates to hardware or other products provided by ThreatAdvice but not manufactured by ThreatAdvice (with the understanding that, to the extent that ThreatAdvice is contractually permitted to do so, ThreatAdvice will pass[1]through to Customer any indemnifications of the



Master Service Agreement

original manufacturer or vendor of hardware).

7.2 Indemnification by Customer. Customer will defend ThreatAdvice and its Affiliates against any claim, demand, suit or proceeding made or brought against ThreatAdvice by a third party arising from (i) Customer's use of the Services in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, or (ii) any Customer Data, User Contribution, or Customer's use of Customer Data or User Contribution with the Services (each a "Claim Against ThreatAdvice"), and will indemnify ThreatAdvice from any damages, attorney fees and costs finally awarded against ThreatAdvice as a result of, or for any amounts paid by ThreatAdvice under a settlement approved by Customer in writing of, a Claim Against ThreatAdvice, provided ThreatAdvice (A) promptly gives Customer written notice of the Claim Against ThreatAdvice, (B) gives Customer sole control of the defense and settlement of the Claim Against ThreatAdvice (except that Customer may not settle any Claim Against ThreatAdvice unless it unconditionally releases ThreatAdvice of all liability), and (C) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against ThreatAdvice arises from ThreatAdvice's breach of this Agreement, the Documentation, or applicable Order Forms. Rev. December 8, 2023 Page 8 of 9

7.3 Exclusive Remedy. This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

8. LIMITATION OF LIABILITY

8.1 Limitation of Liability. EXCEPT FOR (I) DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, (II) AMOUNTS PAYABLE UNDER A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE "INDEMNIFICATION" ABOVE, AND (III) DAMAGES ARISING FROM BREACHES OF A PARTY'S OBLIGATIONS UNDER THE "CONFIDENTIALITY" SECTION ABOVE RESULTING IN THE UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION, FOR WHICH THE AGGREGATE LIABILITY HEREUNDER FOR EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES SHALL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES UNDER THE APPLICABLE ORDER FORM FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE INCIDENT OUT OF WHICH THE LIABILITY AROSE, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES UNDER THE APPLICABLE ORDER FORM FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

8.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

9. TERM AND TERMINATION

9.1 Term of Agreement. This Agreement commences on the date Customer first accepts it and continues until all Order Forms hereunder have expired or have been terminated.

9.2 Term of Subscriptions. The term of each Order Form shall be as specified in the applicable Order Form (the "Term"). Except as otherwise specified in an Order Form, the Term of an Order Form will automatically renew for additional one-year



Master Service Agreement

terms at then current pricing, unless either party gives the other written notice (email acceptable) at least 60 days before the end of the relevant subscription term.

9.3 Termination. A party may terminate this an Order Form, or this Agreement, for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

9.4 Refund or Payment upon Termination. If an Order Form, or this Agreement, is terminated by Customer in accordance with the "Termination" section above, ThreatAdvice will refund Customer any prepaid fees covering the remainder of the term of all terminated Order Forms after the effective date of termination. If an Order Form, or this Agreement, is terminated by ThreatAdvice in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all terminated Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to ThreatAdvice for the period prior to the effective date of termination.

9.5 Surviving Provisions. The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as ThreatAdvice retains possession of Customer Data.

10. GENERAL PROVISIONS

10.1 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between ThreatAdvice and Customer and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter, and, except as expressly provided herein, may not be modified except in a writing signed by both parties. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

10.2 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

10.3 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Rev. December 8, 2023 Page 9 of 9

10.4 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

10.5 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, ThreatAdvice will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. Customer acknowledges and agrees



Master Service Agreement

that ThreatAdvice may, in its reasonable discretion, use subcontractors to perform any of its obligations hereunder, with the understanding that ThreatAdvice will be responsible for the performance of its subcontractors.

10.6 Force Majeure. Neither party will be held accountable for failures and delays in performance caused by governmental proclamations, ordinances, or regulations, strikes, lockouts, public disorders, transportation failures, floods, unusually severe weather, fires, explosions, Acts of God, pandemics, epidemics or other catastrophes beyond their reasonable control and where they are not at fault.

10.7 Notices. Customer shall notify its ThreatAdvice account team regarding any routine communications pertaining to the Services via ThreatAdvice's portal or through electronic mail. All Customer notices for non-routine legal matters, such as termination of the Agreement for breach, or indemnification, should send it by Certified United States mail to: ThreatAdvice Attn: Chief Financial Officer 850 Corporate Parkway, Suite 110 Birmingham, AL 35242 ThreatAdvice's routine communications regarding the Services and legal notices will be sent to the individual(s) Customer designates as its contact(s) by electronic mail. ThreatAdvice's notices for non-routine legal matters will be sent via Certified US Mail to the Customer at the address listed on the applicable Order Form.

10.8 Governing Law and Venue; Attorney's Fees. This Agreement shall be governed by the substantive and procedural laws of the State of Alabama. The parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in Jefferson or Shelby County, Alabama, any dispute arising out or relating to this Agreement. In connection with any litigation arising from this Agreement, the prevailing party shall be entitled to recover all costs incurred, including but not limited to reasonable attorneys' fees for such litigation and any subsequent appeals.

10.9 Non-Solicitation. Customer acknowledges that ThreatAdvice has invested significant resources in recruiting, training and retaining its employees that provide Services to the Customer. During the Term of each Order Form and for a period of ninety (90) days after its expiration or termination, except as provided herein and subject to local law, Customer will not actively recruit, induce, or solicit for hire or employment, or cause or aid others to recruit, induce, or solicit for hire, any of the ThreatAdvice's employees assigned to work under the Order Form, without the prior written consent of ThreatAdvice. The phrase "actively recruit, induce, or solicit" will not include any employment of ThreatAdvice's personnel through the means of advertisements, job postings, job fairs and the like. In the event of any breach of this provision, Customer shall pay ThreatAdvice, as a one-time placement fee as compensation for the screening, hiring, and training costs incurred with respect to the placement of each such individual, a sum equal to six (6) months' salary for each individual hired, engaged or otherwise employed (but in no event more than Twenty-five Thousand and No/100 Dollars (\$25,000) for each such individual

Please enter project/purchase details here.



ThreatAdvice Master Service Agreement



Prepared by:
ThreatAdvice Security Services, LLC
Desmond Hardy
770-216-4112
dhardy@threatadvice.com

Prepared for:
City of Northport
3500 McFarland Boulevard
Northport, AL 35476
Glenda Webb
2053397000
gwebb@cityofnorthport.org

Quote Information:
Quote #: 011003
Version: 1
Delivery Date: 03/22/2024
Expiration Date: 04/20/2024

Any products or services discussed with any ThreatAdvice employee written or verbally that are not specifically included within the proposal bill of materials, executive summary or SOW are not included in this agreement and may result in additional charges. ThreatAdvice reserves the right to cancel orders due to issues from pricing or other errors.

By Signing Below, customer is acknowledging and accepting ThreatAdvice's terms and conditions for this proposal.

ThreatAdvice Security Services, LLC

City of Northport

Signature: _____
Name: Russell Taylor
Title: President
Date: _____

Signature: _____
Name: Glenda Webb
Title: _____
Date: _____

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A
MASTER SERVICE AGREEMENT WITH THREATADVICE**

WHEREAS, cybersecurity is a necessity in protecting the city's confidential information;

WHEREAS, ThreatAdvice has several tools that are beneficial for testing our security and training for city employees;

WHEREAS, the City must take every measure to ensure that information and records are safe.

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

1. The City Administrator is hereby authorized to enter into a Master Service Agreement with ThreatAdvice.
2. The City Administrator is authorized to approve all requisitions and documents related to said agreement.

RESOLVED AND DONE this 1st day of April 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb
City Administrator

Reading: 04/01/2024
Motion:
Second:

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2. The City Administrator is authorized to approve all requisitions and documents related to said agreement.

RESOLVED AND DONE this 1st day of April 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb
City Administrator

Reading: 04/01/2024
Motion:
Second:



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: April 1, 2024

SUBJECT: Resolution Appointing a Council Member to District 5

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Councilman Jeff Hogg resigned as District 5 Council Member on March 7, 2024, leaving a vacancy in District 5. The Mayor and City Council members have interviewed candidates from the District that have expressed interest in filling this unexpired term.

Recommendation:

Adopt the resolution.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt the resolution appointing _____ to the Northport City Council, District 5 to fill the unexpired term of Councilman Jeff Hogg.

RESOLUTION NO. 24 -

**RESOLUTION APPOINTING A MEMBER TO THE NORTHPORT CITY COUNCIL –
DISTRICT 5**

WHEREAS, on March 7, 2024, Councilman Jeff Hogg resigned his position as City Council member, leaving a vacancy in District 5 of the Northport City Council; and

WHEREAS, according to Alabama Code Section 11-44G-1 (a)(1) a vacancy in the office of city council member in any Class 7 or Class 8 municipality shall be filled by the city council at the next regular meeting or any subsequent meeting of the city council. The person shall hold office for the unexpired term; and

WHEREAS, the City Council has conducted interviews of persons that have expressed an interest in filling this vacancy.

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

1. That _____ is hereby appointed to serve as the Council District 5 representative on the Northport City Council for the remainder of the unexpired term.

RESOLVED AND DONE THIS 1ST DAY OF APRIL, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: April 1, 2024
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: April 1, 2024

SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with CivilWorx Construction, LLC for Tiger Park

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

Bids were opened for Tiger Park on March 25, 2024. The Engineering department is requesting that the City Council authorize the City Administrator to execute a contract with CivilWorx Construction, LLC for the development of Tiger Park. Funds for this project are budgeted in Northport First.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54006 Amount: \$451,250.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a contract with CivilWorx Construction, LLC for Tiger Park in the amount of \$451,250.00

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT
WITH CIVILWORX CONSTRUCTION, LLC FOR TIGER PARK**

WHEREAS, on March 25, 2024, the City of Northport opened bids for Tiger Park; and,

WHEREAS, CivilWorx Construction, LLC, was the lowest responsible bidder; and,

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute a contract with CivilWorx Construction, LLC for Tiger Park in the amount of \$451,250.00 for base bid and Alternate No. 1.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized to execute a contract with CivilWorx Construction, LLC in the amount of \$451,250.00 for Tiger Park.

RESOLVED AND DONE this 1st day of March 2024.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: April 1, 2024
Motion:
Second:

March 26, 2024

Holly Phillips, P.E.
Engineering Department
City of Northport
3500 McFarland Boulevard
Northport, Alabama 35476

Re: **Tiger Park Project**

Dear Ms. Phillips:

Bids were opened for the above-mentioned project at City Hall on March 25, 2024, at 10:00 a.m. Two bids were received as shown below.

Bidder	Base Bid Amount	Alternate Bid No. 1 Amount
CivilWorx Construction, LLC	\$412,550.00	\$38,700.00
Central Alabama Asphalt & Construction Co., LLC	\$449,676.24	\$30,922.15

We have reviewed the bids and recommend award of the project to the low bidder, CivilWorx Construction, LLC. In addition, I have included the Bid Tabulation for your review.

If you have any questions or need additional information, please contact me.

Sincerely,



Bruce L. Higginbotham, P.E.
Porter-Higginbotham Engineering, Inc.



BID TABULATION FOR:
TIGER PARK
CITY OF NORTHPORT
DATE OPENED: MARCH 25, 2024
TIME OPENED: 10:00 A.M.
LOCATION: NORTHPORT CITY HALL



CivilWorx Construction, LLC
731 Bear Creek Road East
Tuscaloosa, AL 35405
License No. 42673

Central Alabama Asphalt & Construction Co., LLC
P.O. Box 20766
Tuscaloosa, AL 35402
License No. 41676

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL
BASE BID							
Multi-Use Path							
1	Cleaning and Grubbing (Entire Site)	1	LS	\$83,000.00	\$83,000.00	\$34,625.00	\$34,625.00
2	Unclassified Excavation (Entire Site)	6000	CY	\$5.00	\$30,000.00	\$9.56	\$57,360.00
3	Topsoil Stripping and Stockpiling	6550	CY	\$4.00	\$26,200.00	\$4.83	\$31,636.50
4	Topsoil from Stockpile	6550	CY	\$4.00	\$26,200.00	\$5.26	\$34,453.00
5	Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B, 111 LB/SY	70	TON	\$176.50	\$12,355.00	\$171.36	\$11,995.20
6	Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B, 220 LB/SY	45	TON	\$176.50	\$7,942.50	\$171.36	\$7,711.20
7	Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B, 220 LB/SY	140	TON	\$164.00	\$22,960.00	\$159.12	\$22,276.80
8	Tack Coat (0.1 GAL/SY)	125	GAL	\$7.50	\$937.50	\$7.14	\$892.50
9	Prime Coat	1635	SY	\$0.15	\$245.25	\$0.10	\$163.50
10	Crushed Aggregate Base Course, 825B	440	TON	\$48.00	\$21,120.00	\$41.00	\$18,040.00
11	Traffic Stripe (5" Wide)	1400	LF	\$0.65	\$910.00	\$0.62	\$868.00
Basketball Court No. 1 (Full-Size)							
12	Crushed Aggregate Base Course, 825B	170	TON	\$48.00	\$8,160.00	\$41.00	\$6,970.00
13	Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B, 220 LB/SY	70	TON	\$176.50	\$12,355.00	\$171.36	\$11,995.20
14	Prime Coat	630	SY	\$0.15	\$94.50	\$0.10	\$63.00
15	Striping	1	LS	\$1,200.00	\$1,200.00	\$1,093.95	\$1,093.95
16	Basketball Goals	2	EA	\$8,000.00	\$16,000.00	\$3,400.00	\$6,800.00
Paved Parking Lot							
17	Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B, 111 LB/SY	55	TON	\$176.50	\$9,707.50	\$171.36	\$9,424.80
18	Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range A/B, 220 LB/SY	108	TON	\$164.00	\$17,712.00	\$159.12	\$17,184.96
19	Tack Coat (0.1 GAL/SY)	100	GAL	\$7.50	\$750.00	\$7.14	\$714.00
20	Crushed Aggregate Base Course, 825B	260	TON	\$48.00	\$12,480.00	\$41.00	\$10,660.00
21	Traffic Stripe (5" Wide)	1	LS	\$900.00	\$900.00	\$889.44	\$889.44
22	Wheel Stops	19	EA	\$100.00	\$1,900.00	\$199.92	\$3,798.48
Utilities							
23	1" PVC Water Line	292	LF	\$15.00	\$4,380.00	\$7.71	\$2,251.32
24	1" PVC Fittings for Water Line	2	EA	\$25.00	\$50.00	\$30.00	\$60.00
25	6" PVC Sanitary Sewer Lateral	234	LF	\$45.00	\$10,530.00	\$66.05	\$15,455.70
26	6" PVC Cleanouts for Sanitary Sewer Line	3	EA	\$300.00	\$900.00	\$833.33	\$2,499.99
27	6" PVC Fittings for Sanitary Sewer Line	4	EA	\$200.00	\$800.00	\$625.00	\$2,500.00
28	Crushed Aggregate, #57	57	TON	\$42.50	\$2,422.50	\$46.00	\$2,622.00
29	3" PVC Conduit with Metallic Pull Wire	60	LF	\$40.00	\$2,400.00	\$25.00	\$1,500.00
30	Curb Stop (Including Meter Box)	2	EA	\$200.00	\$400.00	\$1,300.00	\$2,600.00
31	End Cap for 6" PVC Sanitary Sewer	1	EA	\$40.00	\$40.00	\$50.00	\$50.00
Erosion Control							

32	Seeding & Mulching	4	AC	\$2,400.00	\$9,600.00	\$5,500.00	\$22,000.00
33	Silt Fence (Type A)	1500	LF	\$5.00	\$7,500.00	\$5.90	\$8,850.00
Miscellaneous							
34	Signage	1	LS	\$1,100.00	\$1,100.00	\$1,004.70	\$1,004.70
35	Removable Bollard (Including Sleeve)	3	EA	\$1,500.00	\$4,500.00	\$1,700.00	\$5,100.00
36	Mobilization	1	LS	\$17,506.75	\$17,506.75	\$24,925.00	\$24,925.00
37	Engineering Controls	1	LS	\$5,000.00	\$5,000.00	\$16,500.00	\$16,500.00
38	6' Tall Black Vinyl-Coated Chain Link Fence (Including 10' wide gate, 3000 PSI Concrete for Post Settings)	382	LF	\$28.25	\$10,791.50	\$31.00	\$11,842.00
39	Riser Structure	1	EA	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
40	12" HDPE Storm Drain Pipe	20	LF	\$100.00	\$2,000.00	\$175.00	\$3,500.00
41	Concrete Headwall	1	EA	\$2,000.00	\$2,000.00	\$2,800.00	\$2,800.00
42	ADEM NPDES Permit (limited to \$5000.00 Maximum)	1	EA	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
43	Undercut of Unsuitable Soils (Including Removal from Site)	750	CY	\$12.00	\$9,000.00	\$32.00	\$24,000.00
ALTERNATE BID NO. 1				TOTAL BASE BID:		\$412,550.00	

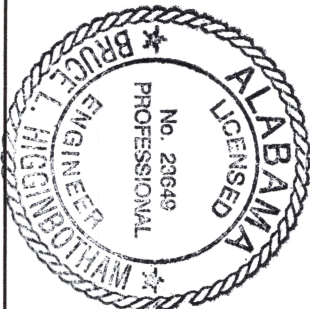
Basketball Court No. 2 (Full-Size)							
44	Crushed Aggregate Base Course, 825B	170	TON	\$50.00	\$8,500.00	\$41.00	\$6,970.00
45	Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B, 220 LB/SY	70	TON	\$180.00	\$12,600.00	\$171.36	\$11,995.20
46	Prime Coat	630	SY	\$0.15	\$94.50	\$0.10	\$63.00
47	Striping	1	LS	\$1,505.50	\$1,505.50	\$1,093.95	\$1,093.95
48	Basketball Goals	2	EA	\$8,000.00	\$16,000.00	\$5,400.00	\$10,800.00
TOTAL ALTERNATE NO. 1 BID:				\$38,700.00			\$30,922.15

I hereby certify the above Tabulation of Bids to be true and correct:

*Red indicates corrected discrepancy based on unit cost.

Porter-Higginbotham Engineering, Inc.
2009 Paul W. Bryant Drive
Suite C
Tuscaloosa, AL 35401
Bruce L. Higginbotham
AL Registration No. 23649

3/26/24
Date





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

AGENDA ITEM NO. 9.c.1.
MEETING DATE: April 1, 2024
SUBJECT: Minutes, March 18, 2024

Unfinished Business:

Public Hearing:

Prepared By: Malorie Mixon

New Business:

First Reading:

Approved By: Glenda Webb

Consent Agenda: X

Second Reading:

Summary:

The attached document includes the minutes from March 18, 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 March 18, 2024 Council Meeting and said action will be reflected in the minutes of the City Council.



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

AGENDA ITEM NO. 9.c.2.
MEETING DATE: April 1, 2024
SUBJECT: Bill Listing

Unfinished Business:
Public Hearing:

New Business:
First Reading:

Consent Agenda: X
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.



City of Northport

Expense Approval Report

By (None)

Payment Dates 3/14/2024 - 3/27/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
FirstPoint Collection Resources..	98999	03/14/2024	Gross NSF Paymnet Fees	415.75
Thompson Engineering Inc	240202425	03/21/2024	Proposal for CE&I Services for ...	7,713.78
Thompson Engineering Inc	240202427	03/21/2024	CE&I Services - Watermelon R...	13,073.19
The Scales Company	INV0021827	03/21/2024	Business License Overpayment..	11.24
Bradberry Service Company	INV0021774	03/14/2024	Business License Overpayment..	678.36
Jolly Heating & Air Conditioni...	INV0021778	03/14/2024	Business License Overpayment..	2,526.63
Tractor & Equipment Company	INV0021779	03/14/2024	Business License Overpayment..	175.25
Sain Associates Inc	53311	03/21/2024	Safe Streets for All Safety Acti...	9,067.53
Leland Garage Doors & Opene...	INV0021777	03/14/2024	Business License Overpayment..	2,895.08
The Roofing Group	INV0021791	03/21/2024	Business License Overpayment..	14.38
Ellis-Bunn Partnership	INV0021826	03/21/2024	Water Payment Refund	96.41
				36,667.60

Department: 15 - Administrative

Wittichen Supply Co. Inc.	S104106500.001	03/14/2024	CH Water Dept - heater duct r...	178.18
KPS Group Inc	228006-00-14	03/21/2024	BLANKET PO - KPS Group (Co...	3,417.97
CDW Government LLC	PT49404	03/14/2024	hdmi splitter & ethernet switc...	159.32
Lowe's Home Centers Inc.	01265	03/14/2024	Community Center - ADA com...	75.00
Northport Gazette The	INV0021831	03/21/2024	ordinance 2217 advertisement	373.45
Northport Gazette The	INV0021832	03/21/2024	ordinance 2218 advertisement	340.55
Alabama Power Company	INV0021771	03/14/2024	1513 12th St Complex 03738-...	68.81
Midstates Petroleum Company	INV0021772	03/14/2024	Fuel	901.74
Lowe's Home Centers Inc.	01636	03/14/2024	Community Center - ADA com...	83.52
USI Insurance Svc LLC Alabama	4960293	03/14/2024	Pymt 3 of 4 Installment Policy ...	106,236.15
Ander's Hardware Co. Inc.	N1230584	03/14/2024	CH Auditorium - roof repair su...	6.99
DC General Contracting & Con...	7102465	03/21/2024	hvac leak search replace belt ...	1,276.00
Ander's Hardware Co. Inc.	N1230678	03/14/2024	CH Auditorium - roof repair su...	47.99
Southern Holiday Life/Lake W...	2024-0113	03/14/2024	Spring Issue of Small Towns M...	1,500.00
Pitney Bowes Inc.	1024952744	03/21/2024	Postage Meter Lease	355.14
Amazon Capital Services	11QV-76LF-R6J9	03/14/2024	Touch a Truck	546.76
Regions Bank	INV0021758	03/14/2024	2021 B Warrants - March 2024	48,505.29
Regions Bank	INV0021761	03/14/2024	2016 GF Series - March 2024	79,212.50
Wheats Carpet & Flooring Inc.	WH012772	03/14/2024	CH carpet & tile repair	342.51
Cintas	4186053860	03/14/2024	Payer # 14353428	51.68
Burnum-Hahn Exterminators I...	INV0021776	03/14/2024	Monthly Pest control Services	79.00
Walmart	INV0021786	03/21/2024	tv & mount for park street co...	407.98
Walmart	INV0021787	03/21/2024	tv & wall mount community c...	430.99
Alabama Power Company	INV0021825	03/21/2024	SB23192-17002	6,807.67
Alabama Power Company	INV0021825	03/21/2024	SB23192-17002	411.56
Amazon Capital Services	17F6-L6LP-1YCL	03/21/2024	Touch a Truck Sandbox Treasu...	418.65
Amazon Capital Services	1QTV-RXXN-3L61	03/21/2024	Touch a Truck Sandbox Treasu...	19.79

Department 15 - Administrative Total: 252,255.19

Department: 17 - Municipal Court

A T & T Mobility	287288439796X03062024	03/14/2024	Acct 287288439796	47.02
Midstates Petroleum Company	INV0021772	03/14/2024	Fuel	238.88
Catalis Court & Land Records L...	INV308313807	03/21/2024	Monthly Court Software	5,822.96
Madison Acker	INV0021788	03/21/2024	REIMBURSEMENT	44.58
Madison Acker	INV0021789	03/21/2024	REIMBURSEMENT	48.02

Department 17 - Municipal Court Total: 6,201.46

Department: 22 - Information Technology

CDW Government LLC	PV80813	03/14/2024	7104049 Protective Case with ...	54.42
A T & T Mobility	287288439796X03062024	03/14/2024	Acct 287288439796	54.94
CDW Government LLC	PV96055	03/14/2024	Joe Factory aXtion Bold case	86.72
CDW Government LLC	PV96055	03/14/2024	UAG Rugged Case	78.57

Expense Approval Report

Payment Dates: 3/14/2024 - 3/27/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
C Spire Business	0000693209-41	03/14/2024	Acct 0000693209	5,540.00
Comcast Cable	INV0021780	03/14/2024	3500 McFarland Blvd Side 2 8...	56.71
Redpoint Audio LLC	998	03/14/2024	IT - Projector Call Out Repair C...	150.00
Redpoint Audio LLC	998B	03/14/2024	IT - Items to make CC Podium ...	1,675.00
Xerox Corporation	5496089	03/21/2024	CONTRACT CHARGE 2/29-3/2...	1,422.48
A T & T	2602667808	03/21/2024	831-001-2247 676	844.41
A T & T	2643287805	03/21/2024	831-001-3720 096	936.08
A T & T	9949808806	03/21/2024	831-001-2475 849	746.62
A T & T	9949808806	03/21/2024	831-001-2475 849	1,906.34
Comcast Cable	INV0021793	03/21/2024	1781 HARPER RD 8396 90 014...	350.16
Dell Marketing LP	10737020939	03/21/2024	IT - Fire Dept Desktops 2024	3,752.80
Spectrum Business	177395401031424	03/21/2024	13205 Martin Road SPUR 177...	119.99
Comcast Cable	INV0021836	03/21/2024	1101 MLK Jr Blvd 8396 90 014...	151.21
VC3 INC.	142515	03/21/2024	IT - Monthly Backup for Comp...	2,240.00
Amazon Capital Services	1NWN-TYLV-JCHH	03/21/2024	IT - USB hub	32.98
J & J Telephone Inc.	552575	03/21/2024	Acct 23929	399.04
Amazon Capital Services	131G-3KNM-1TFP	03/21/2024	IT - 50 ft HDMI cables	238.56
Department 22 - Information Technology Total:				20,837.03
Department: 25 - Finance				
LeCroy Richardson P.C.	4023	03/14/2024	AGENDA 1/23/24 - FY23 Audit...	15,020.00
Tyler Technologies	025-427171	03/21/2024	FIN: Incode Document Mgt. F...	1,919.78
Department 25 - Finance Total:				16,939.78
Department: 26 - Human Resources				
Office Depot	17940181	03/21/2024	Office Chair	174.99
DCH Occupational Medicine	00019887-00	03/14/2024	New Hire/Post Accident/Rand...	1,185.00
Cobbs Allen & Hall Inc.	63406	03/14/2024	Monthly Fee March 2024	1,250.00
Department 26 - Human Resources Total:				2,609.99
Department: 28 - Planning & Inspections				
A T & T Mobility	287288439796X03062024	03/14/2024	Acct 287288439796	46.64
Northport Gazette The	INV0021834	03/21/2024	Public Notice for 3/19 PZC Me...	86.80
Northport Gazette The	INV0021783	03/21/2024	Public Notice for 3/21 ZBA Me...	92.40
Department 28 - Planning & Inspections Total:				225.84
Department: 32 - Engineering				
Thompson Engineering Inc	240202427	03/21/2024	CE&I Services - Watermelon R...	3,268.30
TTL Inc.	2134764	03/21/2024	Fee Proposal - Main Avenue St...	11,875.58
Alabama Power Company	INV0021795	03/21/2024	1851 1st ST 04992-22043	156.27
Thompson Engineering Inc	240202433	03/21/2024	Proposal for Resurfacing 2023	14,219.80
Alabama Power Company	INV0021825	03/21/2024	SB23192-17002	845.56
Alabama Power Company	INV0021825	03/21/2024	SB23192-17002	30,805.50
Department 32 - Engineering Total:				61,171.01
Department: 33 - Police				
Northport Auto Supply Co. Inc.	100782856	03/21/2024	PW Shop Stock - thermostat &...	24.99
Weathertech Distributing Co...	8077564-00	03/14/2024	PD Classroom - heater repair	272.00
ATIS Elevator Inspections LLC	IN334401	03/14/2024	PD - annual elevator inspection	110.00
Northport Auto Supply Co. Inc.	100826024	03/14/2024	PD #461 - tune-up	199.79
Spire	INV0021768	03/14/2024	3721 26th Ave 1177523333	24.42
A T & T Mobility	287288439796X03062024	03/14/2024	Acct 287288439796	2,422.04
Northwest Supply Co. Inc.	962371	03/14/2024	PD mens' bathrooms - urinal &...	102.70
DCH Occupational Medicine	00019887-00	03/14/2024	New Hire/Post Accident/Rand...	797.00
Gulf States Distributors Inc.	1462204-IN	03/14/2024	SPE53966 Box	399.20
Midstates Petroleum Company	INV0021772	03/14/2024	Fuel	11,765.56
Global HR Research LLC	Clairiti-20243-36118	03/14/2024	New Hire Background Checks	221.22
A T & T Mobility	INV0021775	03/14/2024	AGENDA 12.11.23 - First Resp...	7,251.44
Burnum-Hahn Exterminators I...	INV0021776	03/14/2024	Monthly Pest control Services	179.00
Northport Auto Supply Co. Inc.	100829294	03/21/2024	PD #451 - pressure switch	24.75
Northport Auto Supply Co. Inc.	100831287	03/21/2024	PD #420 - mass air flow sensor	61.30
Amazon Capital Services	1LYD-DYJR-3L66	03/14/2024	Essentials of Law Enforcement...	383.87
Alabama Power Company	INV0021825	03/21/2024	SB23192-17002	875.02
Alabama Power Company	INV0021825	03/21/2024	SB23192-17002	6,993.38

Expense Approval Report

Payment Dates: 3/14/2024 - 3/27/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Alabama Power Company	INV0021825	03/21/2024	SB23192-17002	1,610.94
Tuscaloosa Tire & Service Cen...	N287006	03/21/2024	PD #452 - new tires & alignme...	638.59
Northport Auto Supply Co. Inc.	100828079	03/21/2024	PD #432 - brakes & rotors	439.66
Triple Point Industries	59451	03/21/2024	BLANKET PD monthly contract...	102.60
Gulf States Distributors Inc.	1463311-IN	03/21/2024	Under Armor STellar G2 Zip	1,050.00
Department 33 - Police Total:				35,949.47

Department: 35 - Fire

IIA Lifting Services Inc	INDI76331	03/21/2024	Annual Ladder Testing	1,834.54
TRUCKWORX HOLDING CO INC	1130164132	03/14/2024	Credit PO 24-1396	-54.00
Spire	INV0021766	03/14/2024	5410 Hwy 69N 8439444444	1,005.91
Spire	INV0021767	03/14/2024	1101 MLK Jr Blvd 5305862222	1,085.00
A T & T Mobility	287288439796X03062024	03/14/2024	Acct 287288439796	458.94
DCH Regional Medical Center	INV0021765	03/14/2024	Drugbox refill	150.82
DCH Regional Medical Center	INV0021765	03/14/2024	Drugbox refill	100.00
DCH Occupational Medicine	00019887-00	03/14/2024	New Hire/Post Accident/Rand...	879.61
Atlas Welding Supply Co. Inc.	602609	03/14/2024	*BLANKET* Refill oxygen, misc...	73.30
Midstates Petroleum Company	INV0021772	03/14/2024	Fuel	3,080.13
WestMed Disposal Inc.	m9955	03/14/2024	Disposal of regulated medical...	150.00
Lowe's Home Centers Inc.	82511	03/14/2024	Washing Machine - St. 4	454.10
Carrot-Top Industries Inc.	INV126224	03/14/2024	State flags	83.49
Amazon Capital Services	1VYK-VYXR-N4FG	03/14/2024	Dolly Tires - St. 1	19.98
Northport Auto Supply Co. Inc.	100828343	03/14/2024	FD #0193 - passenger mirror r...	112.61
Henry Schein Inc.	76694738	03/21/2024	Medical Supplies Restock R...	21.50
Burnum-Hahn Exterminators I...	INV0021776	03/14/2024	Monthly Pest control Services	286.00
Alabama Power Company	INV0021825	03/21/2024	SB23192-17002	3,825.19
Department 35 - Fire Total:				13,567.12

Department: 37 - Public Works

Snider Tire Inc.	9841206	03/14/2024	CREDIT	-55.25
Sansom Equipment Co. Inc.	P05338	03/21/2024	PW Asphalt Truck #6715 - lens...	358.59
Northport Auto Supply Co. Inc.	100817480	03/21/2024	hydraulic hose repair for PW ...	209.08
Busch Systems International I...	IN23-009688	03/21/2024	Recycling receptacles & Rene...	8,727.04
TRUCKWORX HOLDING CO INC	1140108773	03/14/2024	diagnostic fee (derate issues) ...	359.20
Transportation South Inc.	Q67774	03/14/2024	repair DEF header for PW #28...	658.82
Snider Tire Inc.	9965821	03/21/2024	tires for Garbage & Trash truc...	1,819.20
Snider Tire Inc.	9965821	03/21/2024	tires for Garbage & Trash truc...	2,613.48
Samsara Inc	310519552770470	03/21/2024	monthly Fleet tracking service ...	1,364.95
Ingram Equipment Company L...	P05843	03/14/2024	outrigger & boom repair for ...	1,093.02
O'Reilly Auto Parts	1063-479713	03/14/2024	PW #4189 - rear oil seal	161.08
TRUCKWORX HOLDING CO INC	1130164072	03/14/2024	PW Stock - DEF fluid	449.50
Town & Country Ford LLC	2526389	03/14/2024	PW #8289 - reverse light repair	404.68
CDW Government LLC	PS42871	03/14/2024	PW Construction - Adobe Pro ...	154.20
O'Reilly Auto Parts	1063-481222	03/14/2024	PW Stock - solvent, glass clea...	87.81
TRUCKWORX HOLDING CO INC	1130163497	03/14/2024	light bars & grill strobes for P...	898.26
Grainger Inc.	9030097530	03/21/2024	PW Shop - water fountain repl...	1,463.79
O'Reilly Auto Parts	1063-482154	03/14/2024	PW Stock - garbage truck oil s...	322.16
Office Depot	354742772001	03/14/2024	PW drone - storage drives	132.25
DCH Occupational Medicine	00019887-00	03/14/2024	New Hire/Post Accident/Rand...	1,053.00
Waste Connections of Alabam...	1186	03/14/2024	Acct 6085-1018	21,764.50
Atlas Welding Supply Co. Inc.	602610	03/14/2024	BLANKET - 2024 nitrogen cylin...	14.20
Midstates Petroleum Company	INV0021772	03/14/2024	Fuel	15,422.13
Amason & Associates Inc	PW Reno Inv 3	03/14/2024	Public Works Building Addition..	267,498.67
Lowe's Home Centers Inc.	01640D	03/14/2024	PW Shop - supplies to install n...	43.32
Northport Auto Supply Co. Inc.	100826243	03/14/2024	PW Stock - absorbent mats	358.76
Northport Auto Supply Co. Inc.	100826278	03/14/2024	PW Stock - replacement toggle..	60.00
Northport Auto Supply Co. Inc.	100827456	03/14/2024	PW Stock - Trash Truck cabin fi..	48.20
O'Reilly Auto Parts	1063-482479	03/14/2024	PW Stock - wiper blades	89.70
TRUCKWORX HOLDING CO INC	1130164923	03/14/2024	PW Stock - antifreeze	270.00
Power and Rubber Supply	3443185	03/21/2024	PW #6379 - hydraulic hose re...	83.98
Global HR Research LLC	Clairiti-20243-36118	03/14/2024	New Hire Background Checks	476.03
Northport Auto Supply Co. Inc.	100830031	03/14/2024	PW #6377 - slide repair	193.42

Expense Approval Report

Payment Dates: 3/14/2024 - 3/27/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
JLS Sales Inc.	385419	03/21/2024	PW Stock - concrete blades for..	803.00
Northport Auto Supply Co. Inc.	100827868	03/21/2024	PW Stock - grease fittings	49.50
O'Reilly Auto Parts	1063-483311	03/21/2024	PW Stock - wiper blades (on sa..	359.60
Amazon Capital Services	1YVK-1WGF-1R16	03/14/2024	PW Stock - knee boards for Co...	239.85
TTL Inc.	2134307	03/21/2024	Public Works Addition CMT a...	1,581.00
G & C Supply Co. Inc.	6940763	03/14/2024	materials to convert street sig...	2,919.80
Snider Tire Inc.	9986000	03/14/2024	PW Stock - trash truck tires	1,597.48
Snider Tire Inc.	9986008	03/14/2024	PW Stock - garbage truck tires	3,638.40
Thomas & Marsha Pace	INV0021773	03/14/2024	Claim No 24-19	3,725.32
Jason Watkins	INV0021782	03/14/2024	Reimbursement - class A CDL ...	68.75
Justin Grimball	INV0021828	03/21/2024	Claim No 24-18	510.00
Amazon Capital Services	11P1-GKRV-DKPL	03/14/2024	Replacement cell phone holst...	16.99
Amazon Capital Services	11P1-GKRV-DKPL	03/14/2024	Replacement cell phone holst...	9.99
Eric Bankhead	INV0021781	03/14/2024	Reimbursement - class A CDL ...	63.75
Amazon Capital Services	11QV-76LF-LV3R	03/14/2024	Touch a Truck Supplies	855.75
Building Specialties Co. Inc.	71229862	03/14/2024	PW Building - door closure for ...	225.00
Alabama Power Company	INV0021794	03/21/2024	1761 Harper Rd 47753-93045	96.72
Lowe's Home Centers Inc.	01985B	03/21/2024	Blanket PO for community ev...	269.78
Amazon Capital Services	1M11-HTHH-1RPH	03/21/2024	PO 24-1916 CREDIT REC'D	9.99
Ellis Architects Inc	23022_6	03/21/2024	Public Works Renovation and ...	5,764.00
Cintas	4186053867	03/14/2024	Payer # 14353601	28.56
Cintas	4186058196	03/14/2024	Payer # 14385499	471.06
Atlas Welding Supply Co. Inc.	604092	03/14/2024	PW Stock - torch tank refills	86.03
Sansom Equipment Co. Inc.	P05626	03/21/2024	PO 24-2003	-137.06
Southland International Trucks..	03CI348375	03/21/2024	PW Stock - mechanic gloves	178.70
O'Reilly Auto Parts	1063-484218	03/21/2024	PW Stock - electrical connecto...	191.34
Ready Mix USA LLC	9449745850	03/21/2024	PW Construction - concrete fo...	436.15
Alabama Power Company	INV0021825	03/21/2024	SB23192-17002	5,196.12
Alabama Power Company	INV0021825	03/21/2024	SB23192-17002	2,584.70
Tuscaloosa Tire & Service Cen...	N287005	03/21/2024	PW #7664 - new tires for trailer	399.80
Plantation Tree Co Inc	31277	03/21/2024	willow oak trees for Communi...	960.00
Burnum-Hahn Exterminators I...	INV0021792	03/21/2024	1781 Harper Rd Monthly Pest ...	79.00
Amazon Capital Services	1QL3-Q4PM-FPXH	03/21/2024	Community Events - wheel hu...	512.10
Amazon Capital Services	1W13-GVPT-LTN6	03/21/2024	CREDIT PO 24-1916	-9.99
AllStar Service Pros. LLC	9879	03/21/2024	PW - data lines for new Faciliti...	659.00
Northport Auto Supply Co. Inc.	100831573	03/21/2024	PW Stock - mower batteries	239.80
Northport Auto Supply Co. Inc.	100833724	03/21/2024	PW #1053 - hydraulic line repa...	225.82
Amazon Capital Services	1LXG-CXTL-4QLN	03/21/2024	PW Admin t-shirts & sweatshir...	0.85
Amazon Capital Services	1LXG-CXTL-4QLN	03/21/2024	PW Admin t-shirts & sweatshir...	28.01
Cintas	4186756513	03/21/2024	Payer # 14353601	28.56
Cintas	4186761615	03/21/2024	Payer # 14385499	470.65
Business Supply & Printing	5525	03/21/2024	Uh-oh tags for Recycling	351.40
Veseris	IN-4499074	03/21/2024	mosquito spray chemicals	105.00
Totally Promotional	SIN1579436	03/21/2024	Recycling Grant - promotional ...	3,082.78
Department 37 - Public Works Total:				367,570.82

Department: 39 - Utilities

Mark Johnson Construction LLC	2065-RET	03/14/2024	Council Approved - WTP Filter...	6,950.00
Mark Johnson Construction LLC	2816	03/14/2024	Council Approved - WTP Filter...	266,658.00
Krebs Engineering Inc.	Proj 23016 Inv 7	03/21/2024	Council Approved - WWTP Out..	1,300.00
Merrell Bro. Inc.	44363	03/14/2024	Council Approved - WTP Proce...	11,189.99
Ferguson Enterprises LLC	1517427	03/21/2024	1" x 3/4" x 1" CTS Curbstops	1,484.00
Pace Analytical LLC	2435593016	03/14/2024	AGENDA (10/2/23) - Testing fo...	112.10
Cassady Company Inc The	Proj 21-139 Inv 13	03/21/2024	Hwy 69/Martin Rd. Design TO...	2,100.00
City of Tuscaloosa Water & S...	10527496	03/14/2024	Raw Water	39,502.25
PM Paving LLC	INV0021784	03/21/2024	AGENDA (12/11/23) - Asphalt ...	5,100.00
PM Paving LLC	INV0021785	03/21/2024	Asphalt Repair at 4221 Cardina...	3,350.00
Core & Main LP	U319588	03/14/2024	21" x 33" Meter Box w/ Lid	392.00
Pop's Shop Inc.	031870	03/21/2024	Truck #7158 Tailgate Repairs	1,711.50
CDW Government LLC	PV31411	03/14/2024	UPS Battery Backup for WTP	137.63
Mayer Electric Supply Compa...	32805042	03/14/2024	30 Amp Switch for Intake Fans	73.33

Expense Approval Report

Payment Dates: 3/14/2024 - 3/27/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Water Girl Consulting LLC	022920245687	03/14/2024	AGENDA (3/4/24) - WW Grade...	3,000.00
O'Reilly Auto Parts	1063-482311	03/21/2024	Meter Truck #5415 Water Pu...	69.99
High Cotton	151614	03/14/2024	Monthly Billing - February 2024	10,292.08
Living Water Services	15808	03/21/2024	Council Approved - Lab Testing..	1,069.72
Midstates Petroleum Company	INV0021772	03/14/2024	Fuel	6,451.49
Empire Pipe and Supply Comp...	2138546	03/21/2024	6" x 3/4" Brass Saddles	208.12
USI Insurance Svc LLC Alabama	4960293	03/14/2024	Pymt 3 of 4 Installment Policy ...	70,824.10
Global HR Research LLC	Clairiti-20243-36118	03/14/2024	New Hire Background Checks	59.93
LeCroy Richardson P.C.	4023	03/14/2024	AGENDA 1/23/24 - FY23 Audit...	3,755.00
Hunnicut Inc.	6311	03/14/2024	Service Calls to Montgomery ...	1,635.00
Alabama Power Company	INV0021769	03/14/2024	12626 Homeplace Rd Grand P...	132.93
Power and Rubber Supply	3443504	03/14/2024	Exhaust Belt and Packing for P...	203.20
Office Depot	356243407001	03/21/2024	Furniture for WTP	2,699.94
Office Depot	356245989001	03/21/2024	Furniture for WTP	1,079.88
Hunnicut Inc.	6325	03/14/2024	Service Call to Vineyards PS	400.00
Hunnicut Inc.	6344	03/14/2024	Service Call to Vineyards PS	1,530.00
Alabama Power Company	INV0021770	03/14/2024	Highland Pointe Dr Grand Poin...	483.41
Denali Water Solutions LLC	INV745830	03/14/2024	Council Approved - Sludge Re...	10,913.67
Krebs Engineering Inc.	Proj 21050.08 Inv 9	03/21/2024	Council Approved - WWTP Slu...	6,398.64
Krebs Engineering Inc.	Proj 23016 Inv 8	03/21/2024	Council Approved - WWTP Out...	1,792.50
Krebs Engineering Inc.	Proj 23037 Inv 5	03/21/2024	AGENDA (10/2/23) - TO 44 - C...	3,973.70
Lowe's Home Centers Inc.	017378	03/14/2024	Blanket - Misc. Supplies for W...	95.69
Northport Auto Supply Co. Inc.	100827785	03/21/2024	WWTP Mower #802 Belt Repl...	91.38
Empire Pipe and Supply Comp...	2142735	03/14/2024	Credit PO 24-1866	-171.58
Office Depot	356245991001	03/21/2024	Furniture for WTP	646.48
Cintas	4185630873	03/21/2024	PAYER # 14385521	184.74
Lowe's Home Centers Inc.	88591	03/21/2024	Blanket - Misc. Supplies for W...	66.53
Lowe's Home Centers Inc.	01851	03/21/2024	Blanket - Misc Supplies for Dis...	160.55
Office Depot	3562460000001	03/21/2024	Furniture for WTP	99.99
W.H. Thomas Oil	524834	03/14/2024	Stock Oil for WWTP	546.84
Xerox Corporation	5496089	03/21/2024	CONTRACT CHARGE 2/29-3/2...	133.91
Xerox Corporation	5496089	03/21/2024	CONTRACT CHARGE 2/29-3/2...	221.70
Xerox Corporation	5496089	03/21/2024	CONTRACT CHARGE 2/29-3/2...	133.91
Northport Auto Supply Co. Inc.	100830699	03/14/2024	WWTP Zero Turn Mower Air &...	31.77
Office Depot	356245991002	03/21/2024	Furniture for WTP	166.99
Office Depot	356245999001	03/21/2024	Furniture for WTP	293.98
Cain Steel & Supply. Inc.	531753	03/21/2024	UT Mower Trailer Ramps	46.44
A T & T	9949808806	03/21/2024	831-001-2475 849	1,906.34
Regions Bank	INV0021756	03/14/2024	2021 A Warrants - March 2024	16,517.00
Regions Bank	INV0021757	03/14/2024	2021 A Warrants - March 2024	146,866.33
Regions Bank	INV0021759	03/14/2024	2016 WS Series - March 2024	23,804.17
Alabama Dept of Environment...	INV0021763	03/14/2024	Grade IV Water Certification F...	125.00
Cynthia Davis	INV0021764	03/14/2024	Class B CDL Renewal Reimbur...	58.75
Alabama Power Company	INV0021794	03/21/2024	1761 Harper Rd 47753-93045	96.71
Carus LLC	SLS 10112886	03/21/2024	Council Approved - Phosphate...	15,408.80
Northport Auto Supply Co. Inc.	100823198	03/21/2024	UT Trailer #315 E Repairs	3,847.28
Brion Hardin Construction Co. ...	15422	03/14/2024	Council Approved - Dump Tru...	5,250.00
Harcros Chemicals	330138875	03/21/2024	Council Approved - Liquid Chlo...	6,180.00
Cintas	4186057842	03/14/2024	Payer # 14385564	100.42
Cintas	4186058100	03/14/2024	Payer# 14385434	394.99
Burnum-Hahn Exterminators I...	INV0021776	03/14/2024	Monthly Pest control Services	177.00
Northport Auto Supply Co. Inc.	100832041	03/21/2024	UT Trailer #315E Hub Bolts	16.70
Hach	13960561	03/21/2024	Blanket - Lab Chemicals for W...	461.68
Ellison's Tree Service	659	03/14/2024	Tree Removal	1,400.00
Lowe's Home Centers Inc.	75941	03/21/2024	Blanket - Misc Supplies for Col...	16.13
Motion Industries Inc.	AL06-00668198	03/14/2024	Clutch for Sludge Vac at WTP	2,263.03
Alabama Power Company	INV0021825	03/21/2024	SB23192-17002	86,381.19
Tuscaloosa Tire & Service Cen...	N287007	03/21/2024	Utilities Trailer #315K Tires	169.80
Tuscaloosa Tire & Service Cen...	N287008	03/21/2024	UT Truck #2355 Tire	159.25
Electric Machine Control Inc.	11941	03/14/2024	VFD Field Service and Initial Tr...	2,950.00

Expense Approval Report

Payment Dates: 3/14/2024 - 3/27/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Cintas	4186356940	03/21/2024	PAYER # 14385521	184.74
Lowe's Home Centers Inc.	01523	03/21/2024	Blanket - Misc Supplies for Dis...	13.26
Spire	INV0021837	03/21/2024	Northwood Garden Dr 87295...	19.14
Morgantown Development Co ..	INV0021838	03/21/2024	Applewood Drive Utility Ease...	61,222.00
Northport Auto Supply Co. Inc.	100832145	03/21/2024	Meter Truck #6985 Tune Up	134.47
Cintas	4186760987	03/21/2024	Payer # 14385564	68.29
Cintas	4186761400	03/21/2024	Payer # 14385434	405.74
Tim Windle	INV0021790	03/21/2024	Class A CDL Renewal Reimbur...	68.75
Empire Pipe and Supply Comp...	2140299	03/21/2024	Gloves	111.20
Empire Pipe and Supply Comp...	2140299	03/21/2024	Gloves	667.20
Empire Pipe and Supply Comp...	2140299	03/21/2024	Gloves	111.20
Patrick's Wastewater Services ...	218	03/21/2024	Council Approved - Contract s...	480.00
Department 39 - Utilities Total:				847,819.98
Department: 40 - Williamson Cemetery				
Alabama Power Company	INV0021825	03/21/2024	SB23192-17002	33.25
Department 40 - Williamson Cemetery Total:				33.25
Department: 45 - 2019 Additional Sales Tax				
SNAP Sports Tourism Consulti...	INV0021835	03/21/2024	2/19 Council Prsentation Rei...	363.97
Tuscaloosa Blueprinting & Rep...	187935	03/14/2024	River Run_Nport Shore Tablec...	826.00
P.O.E. Farm LLC	INV0021830	03/21/2024	hasson ceiling tile landscape b...	29,900.00
Northport Gazette The	INV0021833	03/21/2024	5706 Shenandoah Drive - Legal..	110.95
Tuscaloosa Blueprinting & Rep...	188242	03/14/2024	River Run Park- Promotional	202.60
Tuscaloosa Blueprinting & Rep...	188243	03/14/2024	River Run Park- Promotional	212.50
DC General Contracting & Con...	7102465	03/21/2024	HVAC Leak	3,001.00
Regions Bank	INV0021760	03/14/2024	2023 GF Series - March 2024	313,283.96
TTL Inc.	2134947	03/21/2024	Downtown Streetscape Phase ...	9,880.25
Video Industrial Services Inc.	48463	03/21/2024	Inspection for Swen Restauran...	43,640.00
Sain Associates Inc	53311	03/21/2024	Safe Streets for All Safety Acti...	2,272.14
Department 45 - 2019 Additional Sales Tax Total:				403,693.37
Grand Total:				2,065,541.91

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	1,202,989.97
19 - GASOLINE EXCISE TAX FUND	14,219.80
50 - WATER & SEWER FUND	831,815.14
51 - WATER & SEWER DEVELOPMENT FEES FUND	16,517.00
Grand Total:	2,065,541.91

Account Summary

Account Number	Account Name	Payment Amount
01-10151	Accounts Receivable-Ot...	9,067.53
01-10152	Accounts Receivable-AL...	20,786.97
01-15-000-50112	Advertising	2,214.00
01-15-000-50250	Community Events	985.20
01-15-000-50350	Insurance - General Fund	106,236.15
01-15-000-50357	Janitorial Contracts - City...	51.68
01-15-000-50359	Fuel & Oil	901.74
01-15-000-50383	Repair - Facilities	575.67
01-15-000-50456	Service Contracts	355.14
01-15-000-50501	Utilities - Power	6,807.67
01-15-000-50561	Pest Control	79.00
01-15-000-50590	Utilities - Other	480.37
01-15-600-70008	Series 2016 Warrants	79,212.50
01-15-600-70010	Series 2021 B Warrants	48,505.29
01-15-600-80001	Infrastructure	3,417.97
01-15-600-80003	Public Buildings	2,432.81
01-17-000-50127	Software - License & Ma...	5,822.96
01-17-000-50312	Cell Phones	47.02
01-17-000-50359	Fuel & Oil	238.88
01-17-000-50420	Travel	48.02
01-17-000-50422	Meals	44.58
01-22-000-50106	Office Equipment	1,455.46
01-22-000-50108	Equipment - Computers...	4,211.07
01-22-000-50111	Software - License & Ma...	399.04
01-22-000-50210	Professional Services	1,825.00
01-22-000-50312	Cell Phones	54.94
01-22-000-50348	Utilities - Internet	10,651.52
01-22-000-50376	Service Contracts	2,240.00
01-25-000-50111	Software - License & Ma...	1,919.78
01-25-000-50201	Audit Expense - Internal	15,020.00
01-26-000-50107	Office Furniture	174.99
01-26-000-50210	Professional Services	1,250.00
01-26-000-50340	Drug Testing - Random	1,185.00
01-28-000-50312	Cell Phones	46.64
01-28-116-50112	Advertising - Planning C...	86.80
01-28-117-50112	Advertising - ZBA	92.40
01-32-000-50503	Utilities - Power - Traffic ...	845.56
01-32-000-50504	Power - Street Lights	30,961.77
01-32-600-81003	MPO - Watermelon Road	3,268.30
01-32-600-81005	MPO - Main Avenue	11,875.58
01-33-000-50010	Hiring & Recruitment Ex...	1,018.22
01-33-000-50107	Office Furniture	383.87
01-33-000-50108	Equipment - Computers...	875.02
01-33-000-50269	Firearms	399.20
01-33-000-50275	Body Armor	1,050.00
01-33-000-50312	Cell Phones	2,422.04
01-33-000-50359	Fuel & Oil	11,765.56
01-33-000-50363	Maintenance Contracts -...	212.60
01-33-000-50367	Maintenance & Repair - ...	1,389.08

Account Summary

Account Number	Account Name	Payment Amount
01-33-000-50382	Repair - Public Safety C...	374.70
01-33-000-50502	Utilities - Power	6,993.38
01-33-000-50522	Utilities - Natural Gas	24.42
01-33-000-50562	Pest Control	179.00
01-33-000-50563	Utilities - Power - Comm...	1,610.94
01-33-600-80000	Equipment	7,251.44
01-35-210-50010	Hiring & Recruitment Ex...	879.61
01-35-210-50175	Sundry Expense	83.49
01-35-210-50211	Professional Medical Ser...	150.00
01-35-210-50312	Cell Phones	458.94
01-35-210-50319	Equipment Testing - Equ...	1,834.54
01-35-210-50359	Fuel & Oil	3,080.13
01-35-210-50410	Maintenance & Repair - ...	-54.00
01-35-210-50413	Maintenance & Repair - ...	112.61
01-35-210-50500	Utilities - Power	3,825.19
01-35-210-50520	Utilities - Natural Gas	2,090.91
01-35-210-50560	Pest Control	286.00
01-35-211-50257	Hand Tools & Equipment...	19.98
01-35-214-50279	Living Quarters Supplies -..	454.10
01-35-221-50242	Medical Supplies - Engin...	224.12
01-35-223-50242	Medical Supplies - Rescue	121.50
01-37-310-50010	Hiring & Recruitment Ex...	1,529.03
01-37-310-50104	Printing & Duplication	351.40
01-37-310-50105	Office Supplies	150.09
01-37-310-50111	Software - License & Ma...	154.20
01-37-310-50256	GPS Tracking	1,364.95
01-37-310-50261	Contract Shirts & Pants	998.83
01-37-310-50289	Non-Uniform Shirts and ...	28.01
01-37-310-50312	Cell Phones	9.99
01-37-310-50353	Claims	4,235.32
01-37-310-50359	Fuel & Oil	15,871.63
01-37-310-50400	Training	132.50
01-37-310-50442	Mosquito Spraying Chem..	105.00
01-37-310-50458	Landfill - Advanced Disp...	21,764.50
01-37-310-50500	Utilities - Power	5,292.84
01-37-310-50503	Power - Traffic Signals	2,584.70
01-37-310-50560	Pest Control	79.00
01-37-311-50387	Supplies - Community Ev...	1,637.63
01-37-312-50234	Supplies - Construction	1,239.15
01-37-312-50238	Personal Safety Supplies ...	239.85
01-37-316-50234	Supplies - Shop	1,566.94
01-37-316-50238	Personal Safety Supplies ...	178.70
01-37-318-50360	Maintenance - Public W...	43.32
01-37-318-50380	Repairs - Public Works B...	2,347.79
01-37-320-50360	Maintenance - Garbage ...	5,885.59
01-37-320-50380	Repairs - Garbage Trucks	193.42
01-37-322-50380	Repairs - Heavy Trucks	221.53
01-37-323-50360	Maintenance - Trash Tru...	4,259.16
01-37-323-50380	Repairs - Trash Trucks	1,527.92
01-37-324-50360	Maintenance - Vehicles	1,302.94
01-37-325-50360	Maintenance - Trailers &...	399.80
01-37-326-50360	Maintenance - Mowers ...	239.80
01-37-328-50276	Street and Traffic Signs	2,919.80
01-37-331-50380	Repairs - Recycling Trucks	1,102.00
01-37-600-80004	Grant Assets	12,769.82
01-37-600-80006	Public Works Building R...	274,843.67
01-40000	Business License	6,300.94
01-40-000-50500	Utilities - Power - Willia...	33.25

Account Summary

Account Number	Account Name	Payment Amount
01-45-000-54002	Sports Complex	1,605.07
01-45-000-54007	Series 2023 Warrants	313,283.96
01-45-000-54101	Demolition/Blight Remo...	110.95
01-45-000-54300	Responsible	43,640.00
01-45-000-54400	Economic & Community ...	2,272.14
01-45-000-54404	Hasson Ctr	32,901.00
01-45-600-54201	Downtown Streetscape	9,880.25
19-32-000-60062	Resurfacing Projects - City	14,219.80
50-10130	Returned Checks Receiv...	96.41
50-39-510-50010	Hiring & Recruitment Ex...	59.93
50-39-510-50100	Dues	127.50
50-39-510-50106	Office Equipment	133.91
50-39-510-50261	Contract Shirts and Pants	1,338.92
50-39-510-50305	Contract Services	480.00
50-39-510-50359	Fuel & Oil	6,998.33
50-39-510-50385	Raw Water Purchases	39,502.25
50-39-510-50394	Repairs - Heavy Equipm...	9,267.08
50-39-510-50396	Repairs - Vehicles	2,075.21
50-39-510-50403	Training - Technical	3,125.00
50-39-510-50460	Maintenance - Light Duty..	78.21
50-39-510-50461	Repairs - Light Duty Equi...	108.08
50-39-510-50472	Insurance - Property	70,824.10
50-39-510-50500	Utilities - Power	87,094.24
50-39-510-50520	Utilities - Natural Gas	19.14
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	3,755.00
50-39-511-50470	Billing Services	10,292.08
50-39-512-50106	Office Equipment	133.91
50-39-512-50107	Office Furniture	4,987.26
50-39-512-50108	Equipment - Computers...	137.63
50-39-512-50300	Chemicals	21,588.80
50-39-512-50313	Laboratory Supplies	461.68
50-39-512-50336	Repairs	2,425.25
50-39-512-50360	Maintenance	276.53
50-39-512-50454	Testing & Professional S...	1,181.82
50-39-512-50474	Lagoon Sludge Removal	11,189.99
50-39-513-50214	Professional Engineering...	3,973.70
50-39-513-50321	Safety Equipment	778.40
50-39-513-50323	Sludge Disposal	10,913.67
50-39-513-50336	Repairs	2,950.00
50-39-514-50431	Construction & Repair S...	428.54
50-39-514-50453	System & Infrastructure ...	9,850.00
50-39-514-50473	Inventory Supplies	1,657.81
50-39-515-50321	Safety Equipment	111.20
50-39-515-50457	System & Infrastructure...	3,565.00
50-39-515-50473	Inventory Supplies	16.13
50-39-600-70008	Series 2016 Warrants	23,804.17
50-39-600-70010	Series 2021 A Warrants	146,866.33
50-39-600-81302	WWTP Outfall Enhance...	3,092.50
50-39-600-81308	WTP SCADA - Valve & Va...	273,608.00
50-39-600-81309	Sewer Expansion - Hwy ...	2,100.00
50-39-600-81601	ARPA WWTP - Sludge Pr...	6,398.64
50-39-600-81701	Applewood Drive Project	61,222.00
50-40114	Bad Debt Collections	415.75
51-39-600-70010	Series 2021 A Warrants	16,517.00
Grand Total:		2,065,541.91

Project Account Summary

Project Account Key
None

Payment Amount
2,065,541.91
2,065,541.91

Grand Total:



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: April 1, 2024

SUBJECT: Purchase Requisition, Annual Maintenance on Transfer Switches and Generators at WWTP, Rick's Service Company, \$5,500.00

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 Rick's Service Company, LLC., is for the annual preventative maintenance on two (2) generator sets and five (5) transfer switches at the Wastewater Treatment Plant.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50360 Amount: \$5,500.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,500.00 to Rick's Service Company, LLC.

*Rick's Service Co. LLC
275 Old Jackson Road
Centreville, Alabama 35042
205-393-1192/205-561-4550
rick@rickssc.com/kyle@rickssc.com*

Generator PM Quote

March 20, 2024

*Prepared for Ms. Cynthia Davis
City of Northport
Wastewater Plant
Northport, Alabama*

Annual PM on 500 KW Caterpillar generator @ Treatment Plant: \$1,800.00

Annual PM on 400 KW Caterpillar generator @ Treatment Plant: \$1,500.00

Total charges for this service. \$3,300.00

This is a 9% increase over September 2022 price.

Thank you for the opportunity to quote this work.

*Rickey Creel
Rick's Service Co. LLC*

*Rick's Service Co. LLC
275 Old Jackson Road
Centreville, Alabama 35042
205-393-1192/205-561-4550
rick@rickssc.com/kyle@rickssc.com*

Generator PM Quote

March 20, 2024

*Prepared for Ms. Cynthia Davis
City of Northport
Wastewater Plant
Northport, Alabama*

Annual PM on 5 transfer switches @ Treatment Plant:

\$2,200.00

Total charges for this service.

\$2,200.00

No increase over September 2022 price.

Thank you for the opportunity to quote this work.

*Rickey Creel
Rick's Service Co. LLC*



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: April 1, 2024

SUBJECT: Purchase Requisition, Online Solutions LLC (Citizenserve), Annual Billing, \$32,400.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Whitney Bostick

Approved By: Darren McGee

Summary:

This is the annual billing for 18 user subscriptions for Citizenserve software. This is a budgeted expense. This is for 18 users for multiple departments- Finance (4), Planning (7), Engineering (4), Fire (1), and Utilities (2).

Recommendation:

It is recommended that the council approve this request.

Funding Source/GL Code:

GL Code No. 01-25-000-50111 Amount: \$32,400.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$32,400 to 01-25-000-50111.



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: April 1, 2024

SUBJECT: Purchase Requisition, APEX Communications, WiFi Equipment Installation for Downtown WiFi Project, \$18,000.00

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 APEX Communications, Inc. for the installation of Wi-Fi equipment for the Downtown Wi-Fi Project. This expense is part of the T-Mobile grant. Requisition No. 242207.

Recommendation:

Approval of the Consent Agenda will approve this request.

Funding Source/GL Code:

GL Code No. 01-22-600-80000 Amount: \$18,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$18,000.00 to APEX Communications, Inc.

Apex Communications, Inc.

PO Box 2422
Tuscaloosa, AL 35403
Ph: (205)657-7342



Invoice

Bill To
City of Northport IT

Date	Invoice #
3/12/2024	523

P.O. No.	Terms	Due Date
Scott Murphy	Due on receipt	3/12/2024

Description	Qty	Rate	Serviced	Amount
Installation of Wireless network Equipment on 3 Light Poles on Downtown WIFI Project	1	18,000.00		18,000.00
			Sales Tax (0.0%)	\$0.00
			Total	\$18,000.00
			Balance Due	\$18,000.00



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: April 1, 2024

SUBJECT: Purchase Requisition, SecurIT360, \$22,950.00

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 SecurIT360 for services that will be billed in three parts. The City Council approved the Master Service Agreement at the March 18th, 2024 meeting. Requisition No. 242261 for \$22,950.00.

Recommendation:

To approve this request.

Funding Source/GL Code:

GL Code No. 01-22-600-80000 Amount: \$22,950.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense for \$22,950.00 to SecurIT360.



Estimate

ADDRESS

City of Northport
3500 McFarland Boulevard
Northport, AL 35476 USA

ESTIMATE# 3736
DATE 02/28/2024

ACCOUNT MANAGER
BOYD

SCHEDULE
SOW#2

ACTVTY	QTY	RATE	AMOUNT
Auditing:IT/IS Audit IT Security Assessment [\$22,950] Installment 1 of 3	1	7,650.00	7,650.00
Auditing:IT/IS Audit IT Security Assessment [\$22,950] Installment 2 of 3		7,650.00	7,650.00
Auditing:IT/IS Audit IT Security Assessment [\$22,950] Installment 3 of 3		7,650.00	7,650.00

TOTAL \$22,950.00

Accepted By

Accepted Date



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: April 1, 2024

SUBJECT: Purchase Requisition, Diagnostic Software Annual Subscription for the Public Works Mechanic Shop, Mitchell1, \$5,155.98

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 Mechanic Shop uses Diagnostic Software provided by Mitchell1 to identify problems and review real-time repair information. This tool is critical for the Shop to operate efficiently and provide the type of service that our employees have come to expect. The cost of an annual subscription is \$5,155.98, and is what our mechanics have used for several years.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-310-50305 Amount: \$5,155.98

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,155.98 to Mitchell1.

PRODEMAND



Repair Information + Real Fixes



Mitchell1®

In your shop, at your side



**“ProDemand
is the ONE source I need for OEM
information and real-world solutions.”**

Get to the Fix Faster With Confidence

Things move fast in an auto repair shop. So, you need auto repair information tools that work like you do – a powerful software solution that will steer you in the right direction for an accurate diagnosis and faster repair. A single lookup in **ProDemand™** will get you there. As the gold standard in auto repair information, ProDemand provides complete OEM information and exclusive real-world expert knowledge to help you work faster and smarter.

SureTrack®, the diagnostic information resource inside ProDemand, delivers Real Fixes based on a database of over 1 billion actual repairs completed by professional technicians. Once you’ve got your diagnosis, it’s simple to write an estimate and access all the OEM factory-sourced service information to complete the repair.

With the advanced **1Search™ Plus** feature, SureTrack information is fully integrated with the OEM information, making your diagnosis and repair as simple as one lookup. You’ll quickly find related Technical Service Bulletins (TSBs), Real Fixes, specifications, component test information, color wiring diagrams, and removal/replace procedures brought back together for ease of navigation. ProDemand is the most trusted source of complete OEM and real-world information, integrated together, from one provider.

ProDemand helps make your job easier. That’s not only efficient, it’s just plain smart.

Features that help maximize your shop's productivity

► 1Search Plus

To improve your information lookup, 1Search Plus returns information in a unique graphical layout aligned with the way a technician thinks about diagnosis and repair. OEM and real-world information are fully integrated, reducing your navigation time. All results are returned in specific categories, leading you directly to the information you want and cutting out the clutter.

► Advanced Interactive Wiring Diagrams

Navigate directly to component information without a secondary lookup. Component names shown in the wiring diagrams are active links that take you straight to the information you need — like location, connector views and replacement procedures.

► ADAS – Driver Assist

ProDemand makes it quick and easy to diagnose, calibrate and repair vehicles equipped with Advanced Driver Assistance Systems (ADAS) features. Simply select a vehicle and click the Driver Assist | ADAS quick link button, and you have immediate access to a table that consolidates all the ADAS information.

► Quick Links

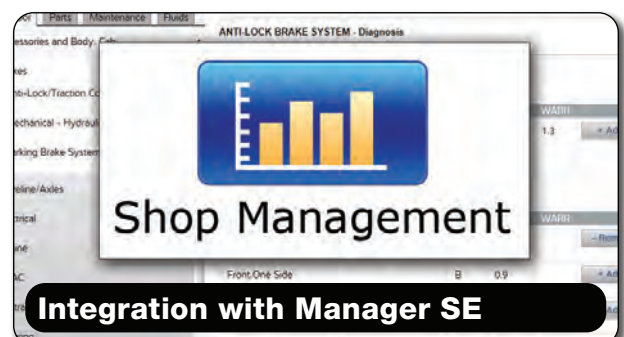
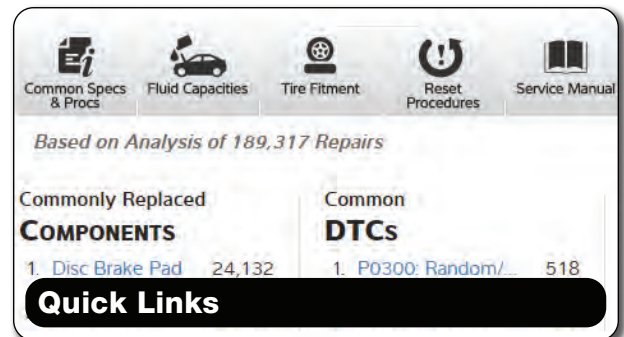
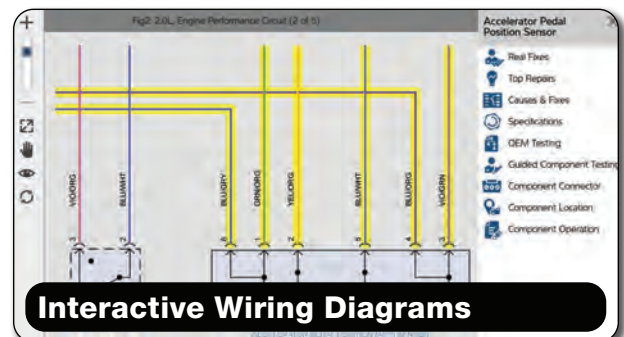
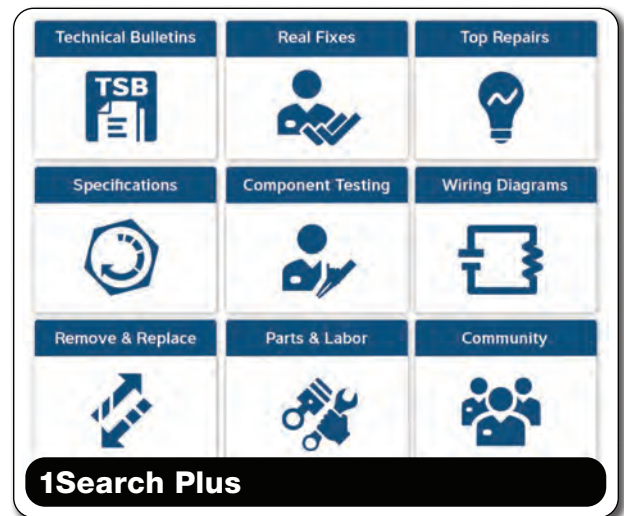
Quickly navigate to the most popular content in ProDemand, including fluids, tire fitment, reset procedures, wiring diagrams, component tests and locations, Diagnostic Trouble Codes (DTCs) and TSBs.

► Top 10 Dashboard

With this exclusive feature, ProDemand provides a powerful head start to an accurate diagnosis, based on collective knowledge from millions of actual repairs and insight from professional technicians. With every lookup, ProDemand organizes the most common issues for the current vehicle into an easy-to-use list arranged by category, including components, codes, symptoms and lookups in ProDemand.

► Estimating Integrated With Manager™ SE

Build accurate, profitable estimates quickly and easily with seamless integration with Manager SE – the industry's leading shop management software that generations of shop owners trust to track and manage all aspects of their operations.



SURETRACK

The ultimate diagnostic resource

SureTrack is the auto repair industry's most comprehensive source of expert knowledge for professional technicians, and it's included at no additional cost with your ProDemand subscription. Combining real-world diagnostic experience with repair time-savers and powerful diagnostic tools, SureTrack helps you diagnose and repair vehicles more accurately and efficiently than ever before.

► Integrated With OEM Repair Information

OEM and real-world content are provided at the same time, delivering all your answers in one place.

► Top Repairs

Start your diagnosis with insights from the most common procedures for the selected vehicle based on code, symptom, component and mileage.

► Real Fixes

Find the fix with expert-based knowledge captured from over 1 billion completed repairs and real-world tips from professional technicians.

► Component Test Information

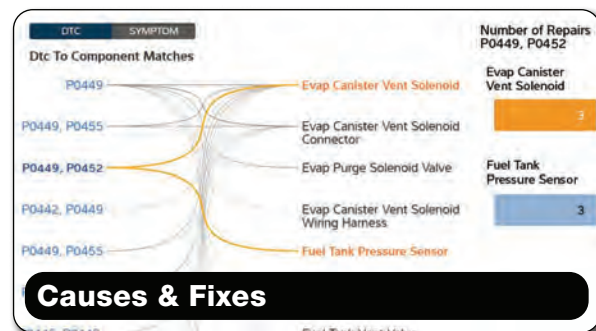
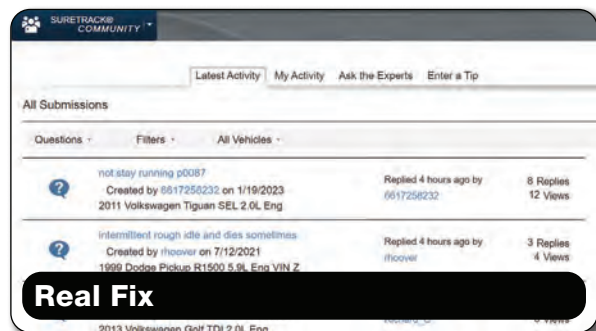
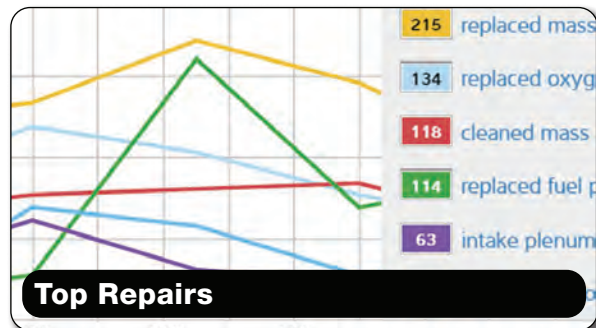
Component operation, location, best test location, connector end views and test procedures provide all the information needed to verify if the component is operating properly or failing.

► Causes & Fixes

A color-coded graph shows the relationship between codes and symptoms to components, making it easier to diagnose multiple codes returned together.

► Community of Technicians

You're likely not the first person to come across that difficult-to-diagnose code or symptom. Use the SureTrack Community as a collaborative tool to ask a question to automotive experts to help you move forward.





For more information:

Call us: 888-724-6742 | Visit us: www.mitchell1.com/prodemand
Or find your local Mitchell 1 sales representative: www.mitchellrep.com



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: April 1, 2024

SUBJECT: Purchase Requisition, Replacement Pump for #2 Pump Station, Hydra Service, Inc., \$18,970.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The requisition to Hydra Service, Inc., in the amount of \$18,970.00, is for the purchase of a pump for #2 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: \$18,970.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$18,970.00 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 Davis
BUS: City of Northport Utilities

FROM: John Warren
PHONE: 205-308-5357

PHONE: 205.342.3636
EMAIL: cdavis@cityofnorthport.org
REF: Northport- #2 pumpstation

DATE: March 26, 2024
QUOTE: 0324-181-rev1

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE EA</u>	<u>TOTAL PRICE</u>
1	Sulzer XFP150G CB1.8 PE150/4 Submersible Pump • 20.1hp, 460v, 3ph; PE3 Frame • 49' of Cable, 825 lbs • 875 GPM @ 47' TDH	\$15,250.00	\$15,250.00
1	Adapter Bracket	\$1,620.00	\$1,620.00
1	Installation • Labor • Mileage	\$2,100.00	\$2,100.00
TOTAL PRICE:			\$18,970.00

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.

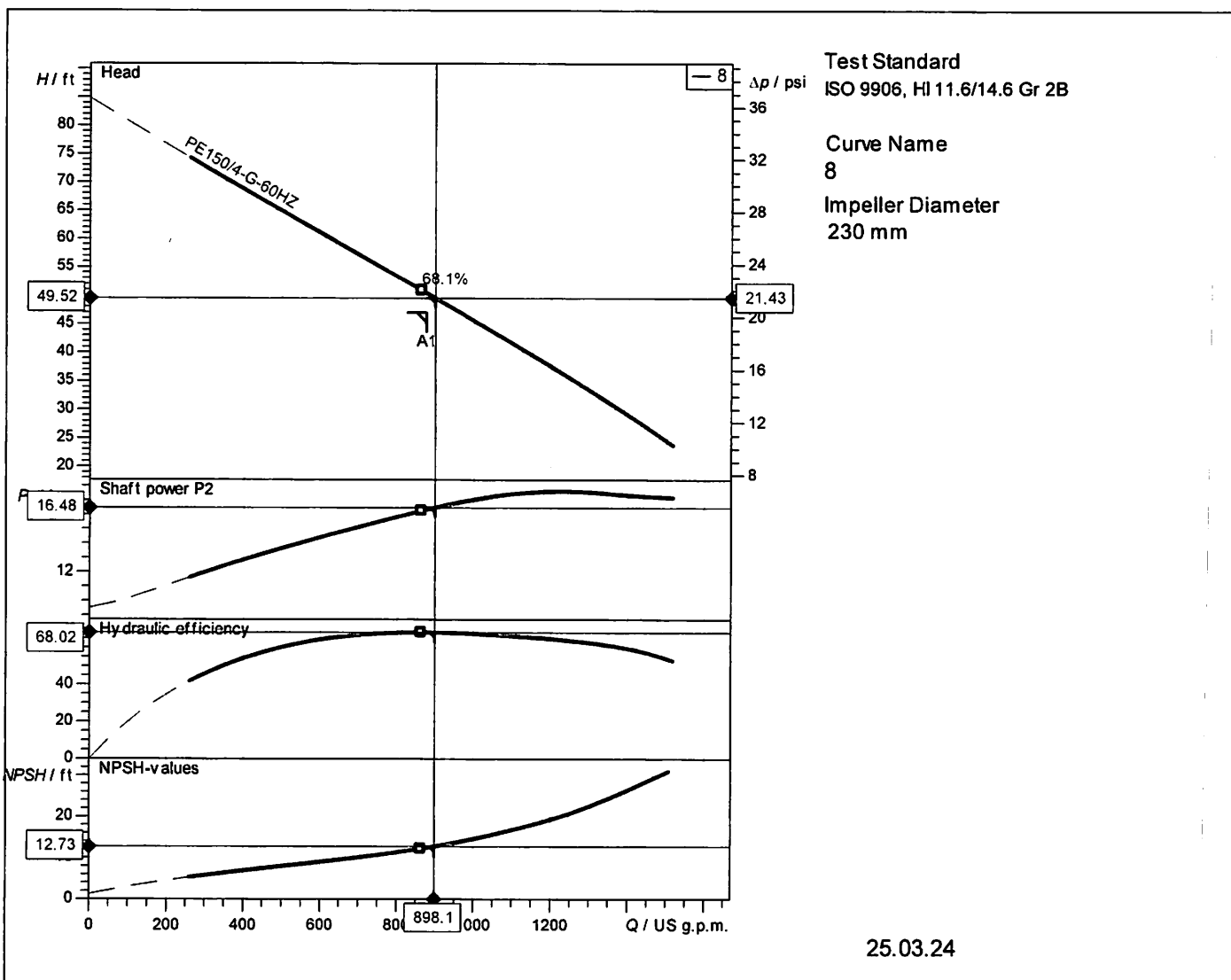
John Warren
REVIEWED BY HSI REPRESENTATIVE

March 26, 2024
DATE OF REVIEW

PURCHASER SIGNATURE

DATE ACCEPTED

XFP150G CB1 60HZ (wet pit/dry pit)



Operating data specification		Power input	
Flow	898.1 US g.p.m.	Head	17.7 hp
Efficiency	68 %	Shaft power	49.5 ft
NPSH	12.7 ft	Fluid	16.5 hp
Temperature	68 °F	Nature of system	Water
No. of pumps	1		Single head pump
Pump data		Make	
Type	XFP150G CB1 60HZ (wet pit/dry pit)	Impeller	SULZER
Series	XFP PE1-PE3	Impeller size	Contrablock Plus impeller, 1 vane
N° of vanes	1	Suction flange	230 mm
Free passage	100 mm	Type of installation	DN150
Discharge flange	DN150		Wet well installation with pedestal (without cooling jacket)
Moment of inertia	1.71 lb ft²		
Motor data		Frequency	
Rated voltage	460 V	Nominal Speed	60 Hz
Rated power P2	20.1 hp	Efficiency	1780 rpm
Number of poles	4	Rated current	92.9 %
Power factor	0.794	Rated torque	25.5 A
Starting current	296 A	Degree of protection	59.5 lbf ft
Starting torque	332 lbf ft	No. starts per hour	IP 68
Insulation class	H		15

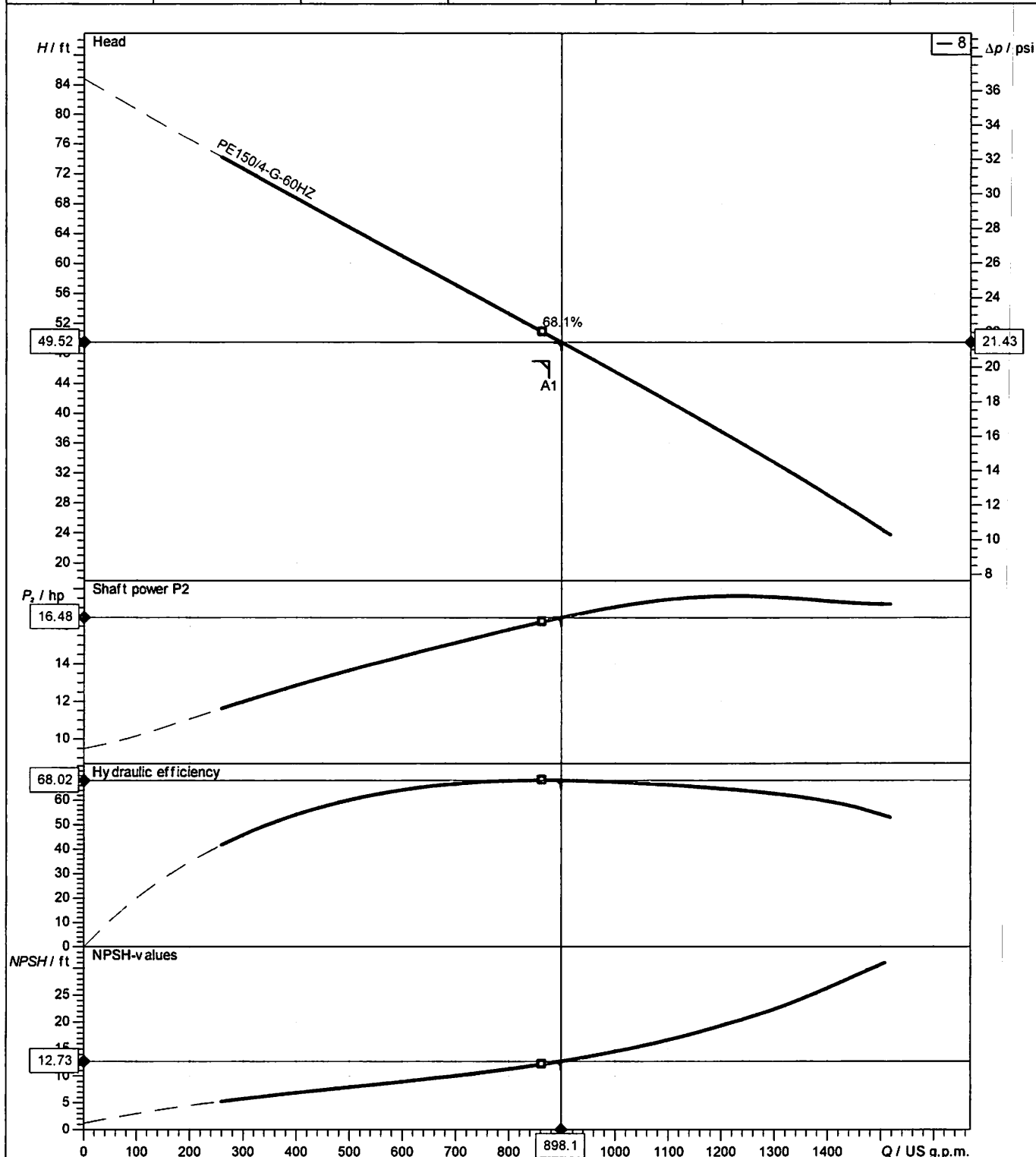
Pump performance curves

SULZER

Reference curve
XFP150G CB1 60HZ

XFP150G CB1 60HZ (wet pit/dry pit)

					Discharge DN150	Frequency 60 Hz
Density 62.31 lb/ft³	Viscosity 1.077E-5 ft²/s	Test Standard ISO 9906, HI 11.6/14.6 Gr 2B			Rated speed 1781 rpm	Date 25.03.24
Flow 898.1 US g.p.m.	Head 49.5 ft	Shaft power 16.5 hp	Power input 17.7 hp	Rated power P2 20.1 hp	Hyd. efficiency 68 %	NPSH 12.7 ft



Wet well installation with pedestal (without cooling jacket)

Impeller size 230 mm	N° of vanes 1	Impeller Contrablock Plus impeller, 1 vane	Solid size 100 mm	Revision
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Frequency
60 Hz

Motor performance curve

SULZER

PE150/4-G-60HZ

Rated power
20.1 hp

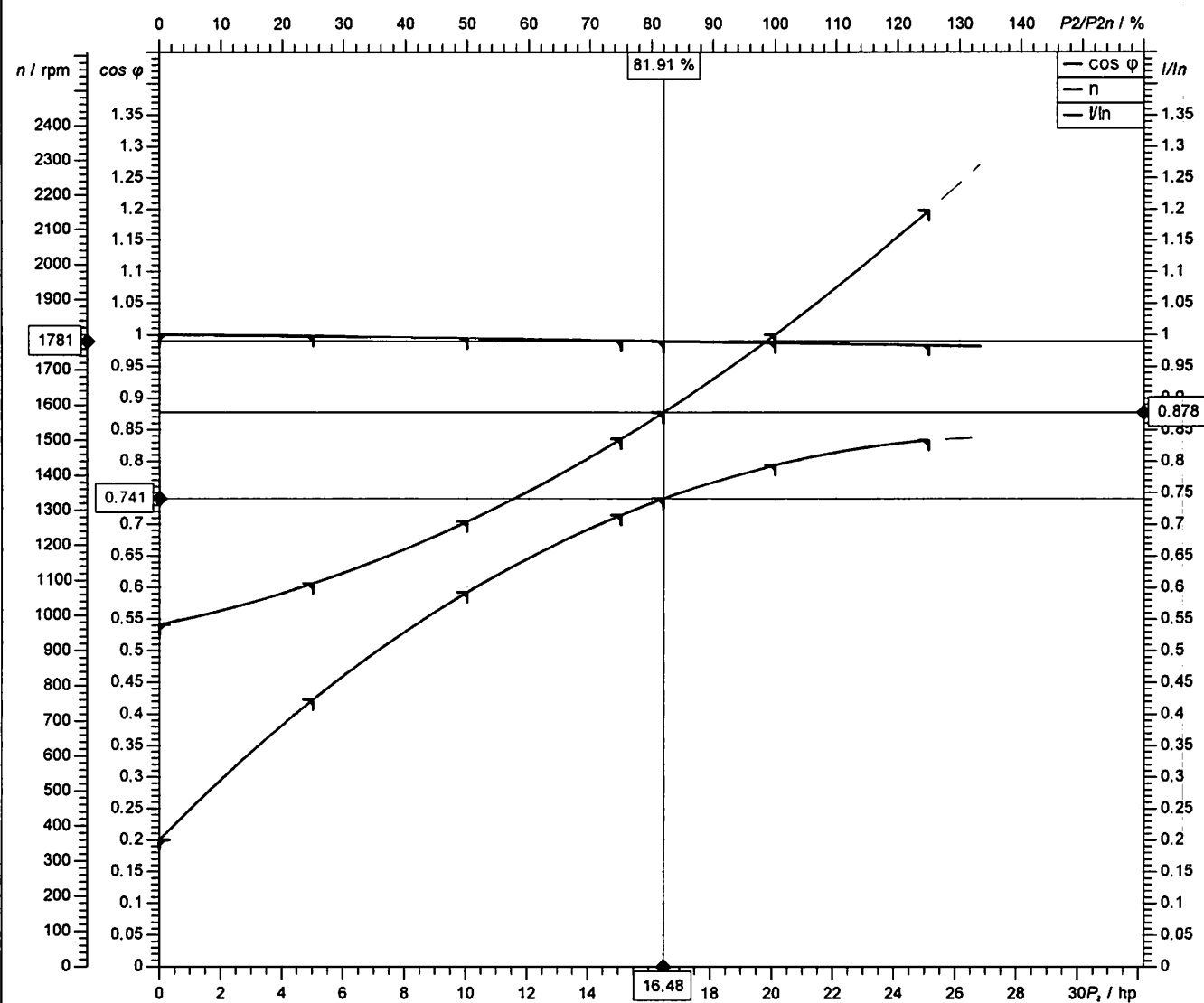
Service factor
1.3

Nominal Speed
1775 rpm

Number of poles
4

Rated voltage
460 V

Date
25.03.24



Symbol	No load	25 %	50 %	75 %	100 %	125 %
P_2 / hp	0	5.029	10.06	15.09	20.12	25.14
P_1 / hp	2.951	6.989	11.37	16.28	21.65	27.21
I / A	13.81	15.47	17.97	21.32	25.52	30.57
$\cos \phi$	0.2	0.4229	0.5923	0.7147	0.7941	0.8332
n / rpm	1800	1795	1789	1783	1777	1770
s / %	0	0.2778	0.6111	0.9444	1.278	1.667
M / lbf ft	0	14.71	29.53	44.44	59.46	74.62
η / %	0	71.95	88.43	92.67	92.9	92.39

Tolerance according to VDE 0530 T1 12.84 for rated power

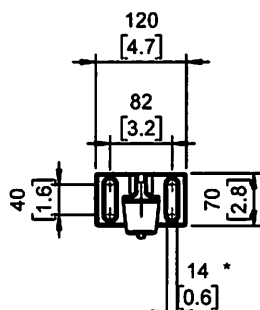
Starting current
296 A

Starting torque
332 lbf ft

Moment of inertia
4.14 lb ft²

No. starts per hour
15

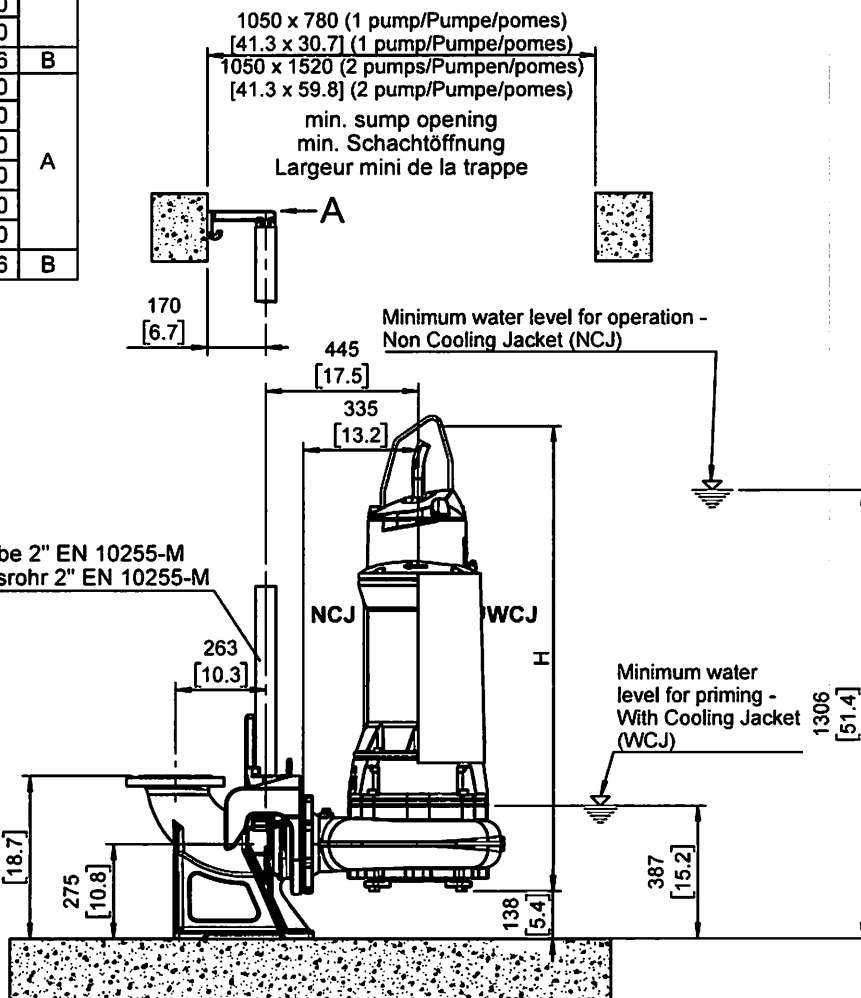
Type Typ Type	Type Typ Type	Weight Gewicht Poids		Weight Gewicht Poids		H		SIZE
50Hz	60Hz	NCJ (~kg)	NCJ (~lb)	WCJ (~kg)	WCJ (~lb)	(mm)	(inch)	
PE 110/4		365	805	415	915	1347	53.0	A
PE 140/4		365	805	415	915	1347	53.0	
PE 160/4		395	871	435	959	1347	53.0	
PE 185/4		395	871	435	959	1347	53.0	
PE 220/4		405	893	455	1003	1387	54.6	B
	PE 110/6	375	827	415	915	1347	53.0	A
	PE 130/6	375	827	415	915	1347	53.0	
	PE 130/4	375	827	425	937	1347	53.0	
	PE 150/4	375	827	425	937	1347	53.0	
	PE 185/4	405	893	445	981	1347	53.0	
	PE 210/4	405	893	455	1003	1347	53.0	
	PE 250/4	425	937	485	1069	1387	54.6	B



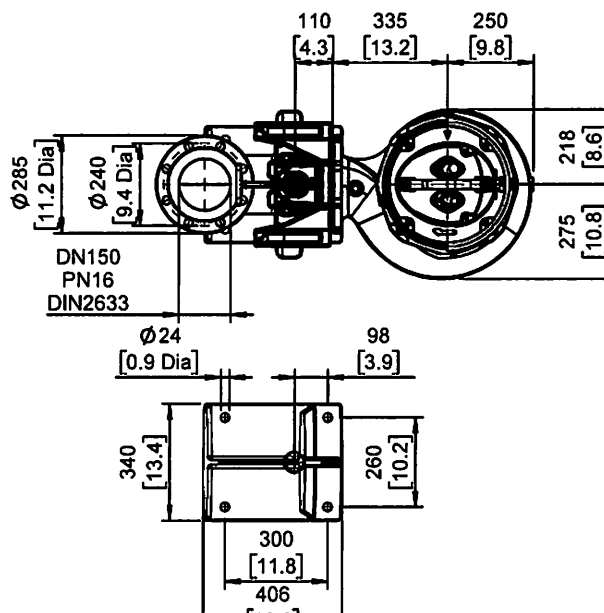
VIEW A

*For Hex Head
wood screw 10 x 70
Plug Ø12

Guide tube 2" EN 10255-M
Führungsrohr 2" EN 10255-M



Weight: Includes pump, slider bracket and 10m cable
Gewicht: Beinhaltet Pumpe, Halterung und 10m Kabel
Poids: Pompe, coulisseau et 10m de câble
For different cable length see IOM.
Für abweichende Kabellänge siehe EBA.
Pour des longueurs câble supérieures; voir du manuel.
For hex.-woodscrew 0,4*2,8 plug 0,5 DIA
Für Skt.-Holzschr. 10*70 Dübel Ø12mm
Pour vis à bois hexagonale 10*70 trou de 12mm
Installation instructions "pedestal" 1 597 2507
Installationsanweisung "Fußstück" 1 597 2507
Instruction d'installation du "pied d'assise" 1 597 2507





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

AGENDA ITEM NO. 9.c.9.

MEETING DATE: April 1, 2024

SUBJECT: Purchase Requisition, Tyler Technologies Financial Software Annual Billing, \$45,683.16

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Whitney Bostick

Approved By: Darren McGee

Summary:

This is for invoice 025-457463 that is for Tyler Technologies ERP Pro Financial Software. This is our annual billing and is a budgeted expense.

Recommendation:

It is recommended that council approve this request.

Funding Source/GL Code:

GL Code No. 01-25-000-50111 Amount: \$45,683.16

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$45,683.16 to 01-25-000-50111.



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

AGENDA ITEM NO. 9.c.10.

MEETING DATE: April 1, 2024

SUBJECT: Purchase Requisition, Pump Station Generator Maintenance, Rick's Service Co., LLC., \$10,095.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Rick's Service Co., LLC., in the amount of \$10,095.00, is for the annual maintenance of the generators located at 15 pump stations.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-515-50389 Amount: \$10,095.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$10,095.00 to Rick's Service Co., LLC.

Rick's Service Co. LLC
275 Old Jackson Road
Centreville, Alabama 35042
205-393-1192/205-561-4550
rick@rickssc.com/kyle@rickssc.com

Quote prepared for:

Ms Cynthia Davis
Utility Operations Manager
City of Northport

Quote: Annual PM Quote for March 2024

Annual PM's March 2024

Lift Station #3	60 kw	\$730.00
Harper Creek Lift Station	12 kw	\$425.00
Northwood Lake 1700	30 kw	\$600.00
Northwood Lake 1800	35 kw	\$600.00
Montgomery Farms	30 kw	\$600.00
Forest Trail Lift Station	130 kw	\$900.00
Union Chapel Road Lift Station	30 kw	\$600.00
Highland Park Lift Station	30 kw	\$600.00
Northridge Lift Station	50 kw	\$730.00
Grand Point #1 Lift Station	60 kw	\$730.00
Grand Point #2 Lift Station	20 kw	\$550.00
Carrolls Creek Lift Station	125 kw	\$900.00
County High	30 kw	\$600.00
Northwood Gardens	80 kw	\$800.00
Bell Meade	50 kw	<u>\$730.00</u>

Lift Station Total: \$10,095.00



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

AGENDA ITEM NO. 9.c.11.

MEETING DATE: April 1, 2024

SUBJECT: Purchase Requisition, Redpoint Auditorium A/V, \$21,646.34

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Glenda Webb

Summary:

Audio and visual upgrades in the Auditorium.

Recommendation:

Approve this consent agenda item.

Funding Source/GL Code:

GL Code No. 01-15-600-80000 Amount: \$21,646.34

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$21,646.34 to Redpoint for audio and visual upgrades to the auditorium.



City of Northport - Auditorium

A PROPOSAL FOR

Scott Murphy

City of Northport

smurphy@cityofnorthport.org

PREPARED BY BRANT BOISVERT



Redpoint Audiovisual
www.redpointaudio.com
(205) 566-3697

2121 8th st
Tuscaloosa, AL 35401

About Us

Redpoint began as a dream to simplify and prioritize the audiovisual industry. We have a combined 35+ years of experience and have been involved in countless projects across the U.S. Our team has designed and installed systems in college football stadiums, hotels and resorts with distributed audio systems, venues with live audio capability, and full audio, video and lighting packages in Houses of Worship. We make it our business to stay up-to-date with cutting edge technology. As a unique business with top of the line products, we'll provide you with the equipment and technical knowledge necessary to help enhance your events and experiences. We will diligently coordinate work with electrical and other appropriate subcontractors to ensure an efficient working relationship and to attain the critical dates of this project. All installation and certification will be in accordance with any applicable national, local, and industrial codes and standards.

Project Description

Item Scopes and Descriptions

Please see the individual system scopes for descriptions of each. There are descriptions of each item within the scope as well to help explain what those items are and how they would be used in the system.

Variable Options

Please keep in mind that there are several options for each system but we have provided our recommended design. The equipment used in this design has been selected for it's value over time, ease of use for the end customer (you) and it's serviceability. Please let us know if this quote does not meet budgetary constraints or if something is missing. We are happy to treat this as a living document and make changes until you are happy with the quote and systems as a whole.

ASK US ABOUT OUR SERVICE PLANS AND EXTENDED WARRANTY!

See below in *Project Terms* for more detail.

Areas & Items

Auditorium

Original quote from June.

Overflow capabilities - Portable screen and OFE projector - Custom plate with the ability to bring wired mics over from Council.

Items	Sell Price	Qty	Total
 QSC QIO-ML4i Network audio I/O expander for Q-SYS with Four (4) mic/line inputs	\$730.00	x3	\$2,190.00
 QSC QIO-ML2x2 Network audio I/O expander for Q-SYS with Two (2) mic/line inputs and two (2) line outputs	\$685.00	x1	\$685.00
 QSC QIO-RMK	\$185.00	x1	\$185.00
 QSC SPA2-60 1/2 RU 2 Channel ENERGY STAR amplifier / Stereo operation 60 watts into 8 & 4, Bridged operation 200 watts into 8 & 4, and 250 watts into 70v and 100v / 100-240 VAC Operation	\$705.00	x1	\$705.00
 QSC TSC-101-G3 Q-SYS 10.1 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	\$3,085.00	x1	\$3,085.00
 QSC TSC-710t-G3 Table top mounting accessory for TSC-70-G3 and TSC-101-G3.	\$445.00	x1	\$445.00
 Just Add Power JUS-VBSHDIP508POE Just Add Power 3G POE Receiver 4K	\$650.00	x1	\$650.00
 Just Add Power VBS-HDIP-707WP2 3G 4K 2-Gang Wall Plate Transmitter (HDMI)	\$815.00	x1	\$815.00

Items		Sell Price	Qty	Total
	Netgear GSM4230P-100NAS Netgear AV 24 Port POE+ Switch GSM4230P	\$1,871.91	x1	\$1,871.91
	Wirepath PLATE-1-WH 1-Port Keystone Wall Plate (White)	\$4.27	x9	\$38.43
	Wirepath WP-CAT6-RJ45-WH Cat 6 UTP Keystone Jack 90 Degree with IDC Cap (White)	\$11.00	x9	\$99.00
	West Penn Wire 4246EZBK1000 4P 23G SLD CAT 6 PVC	\$226.00	x4	\$904.00
	West Penn Wire 291BK1000 1P 22G STRD SHLD PVC JKT	\$139.00	x2	\$278.00
	Da-Lite 88689 F/F DLX COMP SCRND DV 62X108	\$2,200.00	x1	\$2,200.00
	Da-Lite 36727 F/F SKIRT DRAPE 62X108 UV	\$800.00	x1	\$800.00
	RPA Custom Plate Custom computer input plate	\$175.00	x1	\$175.00
	Hosa Technology XLR-805 - SNAKE XLR3F SNAKE XLR3F - XLR3M 5M	\$120.00	x2	\$240.00
	Labor RPA HOURLY ENGINEERING LABOR Tax Exempt	\$150.00	x5	\$750.00

Items		Sell Price	Qty	Total
 Labor RPA DAILY LABOR - 2 TECH Tax Exempt		\$1,840.00	x2	\$3,680.00
 Labor RPA HOURLY PROGRAMMING LABOR Tax Exempt		\$150.00	x5	\$750.00
 Labor RPA HOURLY PROJECT MANAGEMENT LABOR Tax Exempt		\$150.00	x3	\$450.00
 Labor RPA HOURLY SHOP/CLERICAL LABOR Tax Exempt		\$75.00	x2	\$150.00
 RPA Shipping RPA SHF Shipping, Handling and Freight Tax Exempt		\$400.00	x1	\$400.00
 MISC MISC Miscellaneous hardware, connectors, and/or wire management items needed Tax Exempt		\$100.00	x1	\$100.00

Auditorium Total : \$21,646.34

Financial Summary

Parts	\$15,866.34
Parts Total	\$15,866.34
Labor Total	\$5,780.00
Subtotal	\$21,646.34
Proposal Total	\$21,646.34

Payment Schedule

TERMS AND CONTRACTS OVER \$75,000: 1/3rd deposit (due upon signing of this agreement) 1/3rd upon start of installation 1/3rd upon substantial completion (date of training and sign off)

CONTRACTS \$75,000 OR LESS: 1/2 deposit (due upon signing of this agreement) 1/2 upon substantial completion (date of training and sign off) Redpoint Audiovisual (Redpoint) must receive the down-payment prior to the contract being initiated. Without the down-payment, no work on the contract will be done. This includes engineering, purchasing and scheduling. In the event the Customer fails to pay within the terms above, Redpoint reserves the right to stop work on the project until payments are received. All invoices are due (20) days after invoice is received. Unless otherwise prohibited by law a 5% fee will be charged for using a credit card. Any Customer Change Order (CCO) must be approved in writing by the customer prior to execution and are subject to the terms of this agreement. The price stated above for this project is based upon a complete site check. If no site check is allowed, labor charges are subject to change based upon site conditions.

Please note: Sales tax may vary depending on location.

Project Terms

1. REDPOINT GUARANTEES THE FOLLOWING: All workmanship provided by Redpoint will be free of deficiencies and defects and will be repaired free of charge for a period of six months from the date of substantial completion. All equipment and materials that were manufactured by other companies will be warranted under the standard warranty terms of the manufacturer.

2. WARRANTY: The warranty does not include nor cover expendable materials used in the system installation (e.g. light bulbs, lamps, fuses, batteries, portable connection cables, etc.). Redpoint is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "drop outs", distortion and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions such as radio and television broadcasts, cell phones and wireless networks is probable and should be expected. Any adjustments made by the Customer or the Customer's agent(s) other than routine operational adjustments shall not be covered under this warranty. Re-calibration of settings shall be considered by Redpoint to be billable time to the Customer at Redpoint's standard engineering rates. Redpoint will not be responsible for damages or cost of repairs due to modifications, adjustments or additions to the system performed by personnel not authorized by Redpoint prior to acceptance.

2A.Redpoint offers an **Extended Installation Warranty (EIW)** on all designed jobs. This warranty can be purchased anytime within the first year after installation is completed. The EIW covers any labor necessary to troubleshoot and fix problems that arise with the system. The EIW cost is 5% of the total system cost.

2B. Redpoint also offers a **Service Maintenance Plan (SMP)** that includes labor and programming troubleshooting as well as a bi-annual preventative maintenance walk through for the system. Price is based on location and a system evaluation. Ask your designer for more details.

3. OWNER FURNISHED EQUIPMENT (OFE): Redpoint's intent is to provide a complete system which includes providing all equipment. In some cases, the Customer may own equipment that they desire to be included with the installation. Redpoint reserves the right to accept or reject equipment provided by the Customer and to charge a service fee due to the problems encountered with using equipment that is of unknown origin, service history, software revision, etc. Redpoint will not accept OFE that is purchased by the Customer to replace equipment that is specified in the proposal. OFE to be included within the work shall be done with no warranty or guarantee by Redpoint as the use of OFE is solely for the convenience and benefit of the Customer. Redpoint shall take good care in handling OFE and shall install it according to the standard industry practices; however, Redpoint takes no responsibility for the operation, performance, appearance or effects of OFE before, during or after its integration into the system. The Customer is responsible for installation and registration of all software on OFE computers. Redpoint will provide the Customer with system requirements for Redpoint's provided software, but the Customer is responsible for installing on OFE PCs and/or OFE networks. All software-related customer support shall be directly provided by the software manufacturer. The Customer agrees to reimburse Redpoint for all work related to the service and/or troubleshooting of OFE with the provision that the Customer authorizes Redpoint to proceed with malfunction evaluation and repairs.

4. BUILDING CONSTRUCTION: This proposal is based upon a visual inspection of the site conditions. It is agreed that some buildings may have inherent design and/or construction that is not visibly recognizable and is outside of normal standard and customary building procedures. If the walls, floors or ceiling are found to be constructed in a manner that wire cannot be pulled or equipment cannot be mounted or otherwise installed without labor or materials in excess of those anticipated by both parties and proposed herein, the customer agrees to be responsible for any adjustments in the labor and materials required to perform the installation.

5. **EXISTING CONDITIONS:** The Customer is responsible for providing an environment free of ambient noise and excessive reverberation and echoes. In the event that echoes exist, absorptive or diffusive wall and ceiling panels may be required to eliminate or minimize the detrimental effects of the echoes. Redpoint is not responsible for any cost related to reducing the ambient noise or modifying the acoustics of the Customer's facilities.

6. **THE CUSTOMER SHALL BE RESPONSIBLE FOR:** The Customer shall have a representative (one person selected by the Customer) available throughout the installation to make decisions on behalf of the Customer concerning the installation. The purpose is to ensure that communication between the Customer and Redpoint is accurate and responsive in the event of questions or problems that may arise during installation. The Customer shall clear the facility, auditorium, or other rooms involved in the installation of all activities during the periods of installation. Redpoint will work with the Customer to schedule the installation. Hours or days of work lost by the installation crew due to the inability to work as planned will be charged to the Customer based on the extra labor and expenses required. The Customer shall provide a facility that is prepared for the installation of electronic equipment. This includes a clean, dust free and air conditioned environment that is secure and quiet. The Customer is responsible for providing a secure job site and for the cost of loss or damage to equipment delivered by Redpoint to the job site. Unless stated otherwise, the customer shall be responsible for having a lift or scaffolding able to reach all audiovisual components onsite in service locations prior to arrival. If Customer does not have the means to supply a lift or scaffolding, Redpoint will provide one for an additional cost. A separate invoice will be billed.

7. **ELECTRICAL AC POWER:** In the event that AC electrical power is required to be installed or conduit systems are required to support the audiovisual systems, it is the responsibility of the Customer, at their expense, to provide complete and adequate electrical power.

8. **CUSTOMER SYSTEM REQUIREMENTS:** Providing a clear area with adequate ventilation and air conditioning that maintains a room temperature not exceeding 75 degrees Fahrenheit in all rooms that are occupied by audiovisual equipment racks. Audiovisual equipment produces heat which must be dissipated by ventilation or air conditioning. Prolonged operation at room temperatures above 75 degrees Fahrenheit will shorten the life of electronic equipment leading to the premature failure of components. Redpoint is not licensed for and does not perform any AC electrical, carpentry, painting, masonry, or carpeting work.

9. **ACCEPTANCE:** This proposal contains confidential pricing, design, engineering, and installation information that is proprietary to Redpoint. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Redpoint. By signing this proposal you agree to abide by the terms of this agreement.

I, **Scott Murphy** accept this project and payment schedule.



21-Mar-2024