

NORTHPORT CITY COUNCIL MEETING
MONDAY, MAY 20, 2024
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- a. Proclamation for ALS Awareness Month
- b. Proclamation to Adam and Amy Pierce at The Brown House
- c. Proclamation for Public Works Appreciation Week

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

- a. James Shirley - Speeding Complaint - 29th St & 39th Ave

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. Second Reading, Ordinance Amending City Code Chapter 74 Utilities Relating to Extensions for Service for Airport-Related Projects - Chris Cunningham
- 2. Second Reading, Resolution Abandoning a Portion of Utility and Access Easement within the Northport Church of God Subdivision - Chris Cunningham
- 3. Second Reading, Resolution Accepting Municipal Improvements Except Final Layer in Glen Crest Phase III - Brad Matthews, Tera Tubbs
- 4. Second Reading, Resolution Accepting Municipal Public Improvements Except Final Layer in Glen Crest Phases IV and V - Brad Matthews, Tera Tubbs

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

b. Resolutions of a Temporary Nature

- 1. Resolution Authorizing the City Administrator to Negotiate and Enter a Master Agreement with Redpoint Audio for A/V Upgrades - Chris Cunningham
- 2. Resolution Authorizing the City Administrator to Execute a Contract with Utility Asset Management for the Storm Sewer Rehabilitation (Flatwoods Road and 68th Avenue) Project - Brad Matthews, Tera Tubbs
- 3. Resolution Awarding Bid for Bid File No. 24-02 Lawn Care Maintenance to Terrence Grant DBA Grant's Quality Lawn Care - Julie Ramm
- 4. Resolution Authorizing the Mayor to Execute the Funding Agreement with the Alabama Department of Transportation for US-43 and Mitt Lary Rd. Improvements - Brad Matthews, Tera Tubbs
- 5. Resolution Authorizing the City Administrator to Execute an Agreement with Alabama Power Company for Relocation of Utilities for the MLK, Jr. Blvd. Improvements Project - Brad Matthews, Tera Tubbs
- 6. Resolution Authorizing the City Administrator to Accept a Proposal from All Star Service Pros, LLC for Data/Comm Wiring for the New Public Works Building - Brad Matthews, Tera Tubbs
- 7. Resolution Authorizing the City Administrator to Accept a Proposal from Wright Fitness Equipment, Inc. for Fitness Equipment for the New Public Works Building - Brad Matthews, Tera Tubbs

c. Consent Agenda

- 1. Minutes, May 6, 2024 - Glenda Webb
- 2. Bill Listing - Glenda Webb

3. Purchase Requisition, Employee Reimbursement, Kelsey Taylor, \$144.00 - Chief Bart Marshall
4. Purchase Requisition, Turn Out Gear for eight employees, \$19,679.00 - Chief Bart Marshall
5. Purchase Requisition, Employee Reimbursement, Allen Earnest, \$144.00 - Chief Bart Marshall
6. Purchase Requisition, Employee Reimbursement, Mason Sessoms, \$144.00 - Chief Bart Marshall
7. Purchase Requisition, VFD Replacement at WWTP, Electric Machine Control, Inc., \$19,432.00 - John Webb
8. Purchase Requisition, WWTP Binder Paving, Civil Worx Construction, LLC., \$7,800.00 - John Webb
9. Purchase Requisition, Motorola Solutions, PD Flex Equipment & Evidence Maintenance, \$68,068.13 - Gerald Burton
10. Purchase Requisition, Tuscaloosa County Commission, Inmate Housing, \$43,230.00 - Gerald Burton

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

a. Engineering

b. Legal Department

1. Resolution authorizing a Project Development Agreement by and between the City of Northport, Alabama and RJ Lurleen, LLC - Chris Cunningham
2. First Reading, Resolution Consenting to the Vacation of Right-of-Way for a portion of 29th Avenue - Chris Cunningham

c. Planning Inspections Department

1. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 6810 32nd Street - Julie Ramm
2. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1207 15th Court - Julie Ramm

d. Police Department

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. EXECUTIVE SESSION

- a. Economic Development

16. ADJOURNMENT



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

AGENDA ITEM NO. 8.a.1.

MEETING DATE: May 20, 2024

SUBJECT: Second Reading, Ordinance Amending City Code Chapter 74 Utilities Relating to Extensions for Service for Airport-Related Projects

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Chris Cunningham

Approved By: Chris Cunningham

Summary:

This ordinance amends Chapter 74 of City Code to allow extension of water service to publicly owned property serving the Tuscaloosa National Airport where such extension is feasible and has been approved by Council.

Recommendation:

Adopt the ordinance

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to adopt this Ordinance Amending City Code Chapter 74 Utilities Relating to Extensions for Service for Airport-Related Projects

ORDINANCE NO.

**ORDINANCE AMENDING CITY CODE CHAPTER 74 UTILITIES RELATING TO
EXTENSIONS FOR SERVICE FOR AIRPORT-RELATED PROJECTS**

WHEREAS, City Code Chapter 74, Article V. only allows for extensions of water or sewer service beyond the corporate limits for one single-family residence at a time on a conditional basis, and

WHEREAS, the Tuscaloosa National Airport area is adjacent to but outside of the corporate limits, and

WHEREAS, the City of Northport is the only viable provider of water services to portions of the Tuscaloosa National Airport, and

WHEREAS, the Tuscaloosa National Airport provides many economic and other benefits to the City of Northport.

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

1. The City of Northport amends Chapter 74 of Northport Municipal Code, as set forth in Exhibit “A” which is attached hereto and incorporated by reference as if fully set out verbatim, to allow water extensions for airport-related projects on a conditional basis.
2. This Ordinance shall become effective immediately upon passage and publication.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

ORDAINED 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.

John Hinton, Mayor

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

Glenda D. Webb, City Administrator

1st Reading:

By:

2nd Reading:

Motion By:

Second By:

Publication:

EXHIBIT “A”

ARTICLE V. EXTENSIONS FOR WATER MAINS AND SANITARY SEWERS¹

DIVISION 1. GENERAL PROVISIONS

Sec. 74-231. Intent.

It is the intent of these regulations to establish and provide a uniform policy and procedure for the extension of water service and sewer service within the corporate limits of the city, **with very limited exceptions defined herein**, where such extensions are economically feasible and can be provided at a minimum cost to the taxpayers of the city as a whole and, whenever possible, to levy the cost of such extensions to those who will be most directly benefited.

(Ord. No. 1390, § 1, 5-7-01)

Sec. 74-232. Definitions.

The following word or words, whenever used in this policy, shall have the following meanings unless the context clearly indicates a different or limited meaning:

***Airport-Related Project* shall mean a project on publicly owned property serving the Tuscaloosa National Airport (TCL).**

City shall mean the City of Northport, Alabama.

Cost or cost of sewer lines shall refer and shall include the entire cost of pipe, valves, manholes, service tees and lines, fittings, excavation, backfill, pumping stations, force mains, labor, supervision, engineering, easement acquisition, and all other expenses necessary in connection with the installation of sewers, sewer extensions, or any part thereof, in accordance with the specification of the department of public works and the [State of] Alabama Department of Environmental Management. Such "cost" shall include the costs of associated "tappage fees" and service lines extended to the right-of-way.

Cost or costs of water mains shall refer and shall include the entire cost of pipe, valves, fire hydrants, fittings, excavation, backfill, labor, supervision, engineering, easement acquisition, and all other expenses necessary in connection with the installation of water mains, water main extensions, or any part thereof, in accordance with the specifications of the Department of Public Works and the Alabama Department of Environmental Management and AWWA Standards. Such "cost" shall include the cost of service taps and associated service lines (extended to the right-of-way, excluding the meter and meter box).

¹Editor's note(s)—Ord. No. 1390, § 1, adopted May 7, 2001, repealed art. V, divs. 1—3, §§ 74-231—74-237, 74-251, 74-252, 74-261, 74-262, in its entirety and enacted new provisions to read as herein set out. Prior to amendment, art. V, divs. 1—3, pertained to similar subject matter and derived from Ord. No. 1274-A, § 1, adopted Dec. 9, 1997.

Prior to that amendment Ordinance No. 1274-A, adopted Dec. 9, 1997, did not specifically amend the Code. At the editor's discretion, the provisions of said ordinance had been set out herein.

Cross reference(s)—Buildings and building regulations, Ch. 22; health and sanitation, Ch. 42.

Department or the department shall mean and refer to the Department of Public Works of the City of Northport.

Developer or developers shall mean and include any persons, corporation, or association of any group of persons requesting water or sewer service to a development.

Development shall mean and include any real estate development, whether residential or commercial, subdivided or in one parcel, including, but not limited to subdivision; planned unit developments; apartments; mobile home parks; condominiums; industrial parks; shopping centers; malls; and complexes; and other commercial developments.

Petitioner or petitioners shall mean and include any person or group of persons requesting water or sewer service to an existing development or service area.

Public works committee shall mean that committee established by the city council for the purpose of reviewing requests for water and sewer service and for subsequent recommendations to the city council for their action. The committee shall be composed of the mayor, the president of the city council, and appointed council member, the city administrator, the city engineer, director of operations, and director of planning and commercial development and the director of zoning and community development.

Service area shall mean and include an area requesting water or sewer service, generally grouped as a common unit as a result of topography or geographic location.

Water service or sewer service when used in this policy shall mean service to an area or group of consumers which required the installation of water mains or sewer lines suitable for multiple customer service and is not intended to include single services, taps, or service lines.

(Ord. No. 1390, § 1, 5-7-01)

Sec. 74-233. Administration and implementation.

Administration and implementation of these policies and procedures shall be the responsibility of the department of public works and engineering.

(Ord. No. 1390, § 1, 5-7-01)

Sec. 74-234. Approval of council.

The city reserves the right, in the discretion of the city council, to refuse to make any extensions of water or sewer service or to make any expenditure for such service, either within or without the corporate limits of the city, whenever, the city council should determine that such an extension or expenditure would not be in the best interest of the city; financially or otherwise.

(Ord. No. 1390, § 1, 5-7-01)

Sec. 74-235. Ownership of extensions.

- (a) All water and sewer mains and all extensions thereof, and appurtenances thereto, which are installed under or pursuant to this policy shall, upon final acceptance by the city, be and remain the sole property of the city. All charges of every kind and nature to customers, consumers, or contractors for connecting onto said systems shall be paid to the city.

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- (b) After the completion and acceptance of any water main, sewer line or extension of same, pursuant to this policy, the city may thereafter use said extension and any part thereof, for providing service to other users and areas.

(Ord. No. 1390, § 1, 5-7-01)

Sec. 74-236. Reservation of rights-of-way and easements.

In any case where the city deems it desirable to reserve a right-of-way or easement for the installation of any water main or sewer line, or for any connections of extensions thereto, the city may require the dedication of a 20 foot, minimum, easement if form and substance suitable to the city attorney, the cost of such easement shall at the expense of the developer or petitioner and shall be provided prior to installation.

(Ord. No. 1390, § 1, 5-7-01)

Sec. 74-237. Service areas outside the city limits.

- (a) Extensions of or connections to either the city water or sewer system for purposes other than one single-family residence **or Airport-Related Projects (water only)** is not allowable beyond the city limits, including extensions within the city limits for the provision of fire protection outside the city limits.
- (b) No water or sewer service will be provided outside the city limits except to one single-family residence at a time **or for Airport-Related Projects (water only)** on a case-by-case basis expressly authorized by city council pursuant to a duly adopted resolution setting forth the reason for variations from the policy of not providing water services outside the city limits.
- (c) All expenses to provide the applicant water services shall be paid by the applicant and not by the city.
- (d) The applicant shall agree that if in the future the property may be annexed into the city, the owner shall apply for annexation at that time. In the event the applicant or current owner of the property refuses to annex into the city, the city retains the right to terminate water services to this property.
- (e) Emergency access to city water may be granted by the city administrator. However, this is temporary only. Any permanent access must be voted on by the city council as required in subsection (b) above.

(Ord. No. 1390, § 1, 5-7-01; Ord. No. 2136 , § 1(Exh. A), 2-7-22; Ord. No. 2162 , § 1(Exh. A), 11-7-22)

Secs. 74-238—74-250. Reserved.



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

AGENDA ITEM NO. 8.a.2.

MEETING DATE: May 20, 2024

SUBJECT: Second Reading, Resolution Abandoning a Portion of Utility and Access Easement within the Northport Church of God Subdivision

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

Second Reading: X

Prepared By: Chris Cunningham

Approved By: Chris Cunningham

Summary:

The Northport Church of God property has an unused 20-foot utility and access easement across it. The property owner wishes to build over said easement. Utilities and Engineering has reviewed and approved abandoning the easement, in accordance with this resolution.

Recommendation:

Adopt the resolution

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to adopt the Resolution Abandoning a Portion of Utility and Access Easement within the Northport Church of God Subdivision.

PERMANENT RESOLUTION NO. 21-

**RESOLUTION ABANDONING A PORTION OF UTILITY AND ACCESS EASEMENT
WITHIN THE NORTHPORT CHURCH OF GOD SUBDIVISION**

WHEREAS, a 20 foot utility and access easement is depicted on the plat of Northport Church of God Subdivision, A Resurvey of Lots 1, 4, and 6 of Block A, McGee Subdivision and Lots 1, 2, 3, 6, 7, 8, 12, 13, 16 and a portion of Lots 9 and 10 of Block 1 Kennedy's Addition as recorded in Plat book 2023 at Page 107 in the Probate Office of Tuscaloosa County, Alabama, and

WHEREAS, the property owner wishes to construct improvements over said easement, and

WHEREAS, the Engineering Department has reviewed the request and has determined that it would not be detrimental to the interest of the City to abandon the portion of said easement, which is no longer in service, as more particularly described hereinafter below.

WHEREAS,

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

1. That the 20' wide utility and access easement in its entirety as platted within the Northport Church of God Subdivision, A Resurvey of Lots 1, 4, and 6 of Block A, McGee Subdivision and Lots 1, 2, 3, 6, 7, 8, 12, 13, 16 and a portion of Lots 9 and 10 of Block 1 Kennedy's Addition to Northport, Alabama lying in the Southwest Quarter of Section 10, Township 21 South, Range 10 West and as recorded in Plat book 2023 at Page 107 in the Probate Office of Tuscaloosa County, Alabama **is hereby abandoned by the City of Northport, as depicted in Exhibit "A" attached hereto.** Said easement vacation containing 0.10 acres.

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

APPROVED this the _____ day of _____ 2024.

John Hinton, Mayor

I hereby certify that the above and foregoing Permanent Resolution was published on _____, 2024 in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda D. Webb, City Administrator

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

EXHIBIT “A”

EXHIBIT " " _____

Property Description

CITY OF NORTHPORT
UTILITY & ACCESS EASEMENT VACATION

A vacation of the 20' wide utility and access easement in its entirety as platted within the Northport Church of God Subdivision, A Resurvey of Lots 1, 4, and 6 of Block A, McGee Subdivision and Lots 1, 2, 3, 6, 7, 8, 12, 13, 16 and a portion of Lots 9 and 10 of Block 1 Kennedy's Addition to Northport, Alabama lying in the Southwest Quarter of Section 10, Township 21 South, Range 10 West and as recorded in Plat book 2023 at Page 107 in the Probate Office of Tuscaloosa County, Alabama. Said easement vacation containing 0.10 acres.

TO WHOM IT MAY CONCERN:

I, James L. Duncan, Jr., a Licensed Professional Land Surveyor in the State of Alabama of the firm of Duncan Coker Associates, P.C., Tuscaloosa, Alabama, hereby certify that 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.

Witness my hand this the 29th day of April, 2024.



James L. Duncan, Jr., PE/PLS
Licensed Professional Land Surveyor
Alabama License No. 23657

This survey has been prepared without the benefit of a title report and does not therefore necessarily indicate all encumbrances on the property.





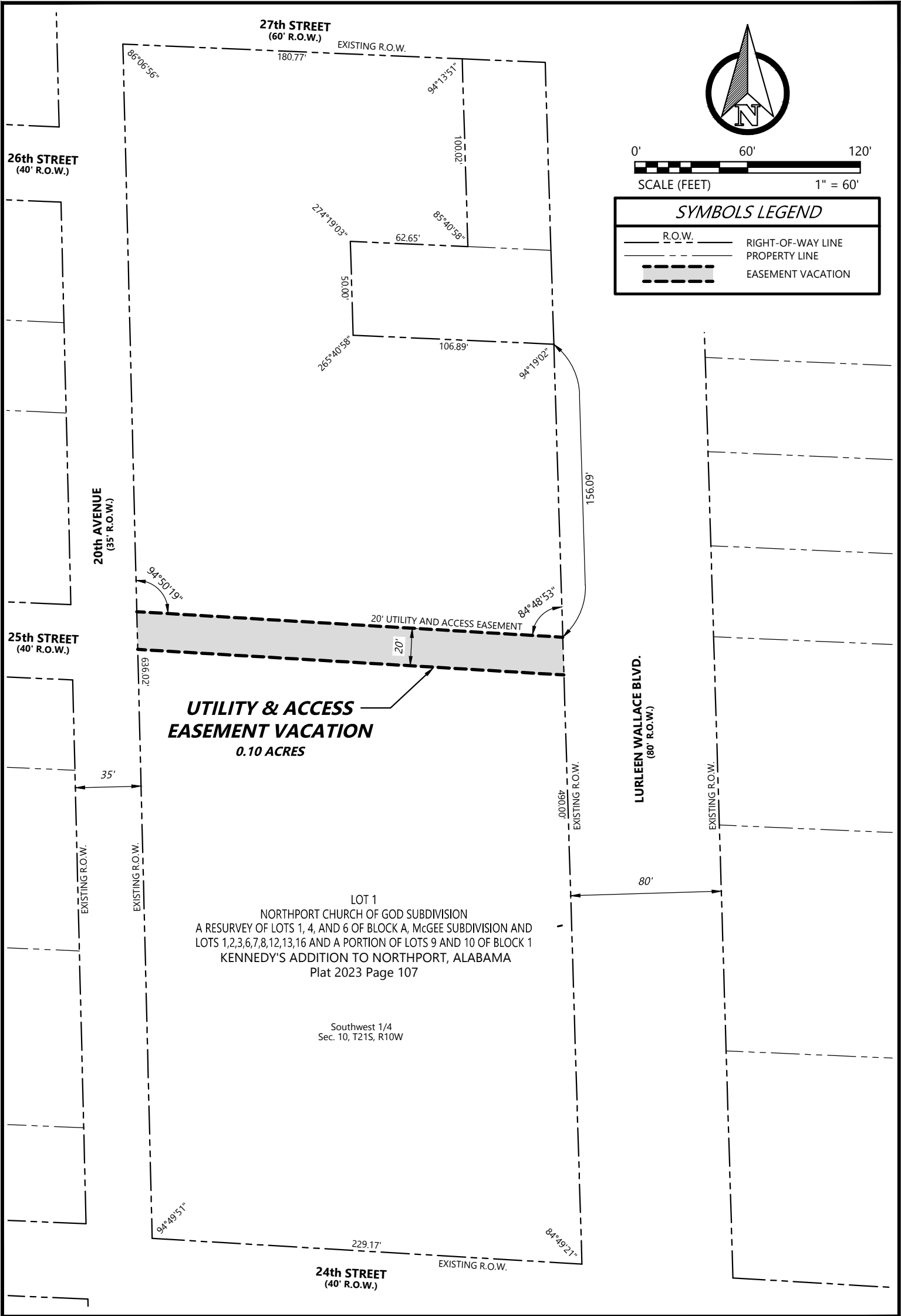
DUNCAN ▣ COKER
ASSOCIATES

CIVIL ENGINEERING ▣ SURVEYING ▣ PLANNING

302 MERCHANTS WALK, SUITE 250
TUSCALOOSA, AL 35406
205-561-0808

WWW.DUNCANCOKER.COM

SHEET TITLE			
UTILITY & ACCESS EASEMENT VACATION			
NO.	DATE	DESCRIPTION	
DATE: 04/29/2024		CHECKED BY: J L C	DRAWN BY: W T B
FILENAME: NPCG-VACATION		PROJECT NUMBER: 21-137.2	Sh. No. C1.0





DUNCAN ▣ COKER
ASSOCIATES

CIVIL ENGINEERING ▣ SURVEYING ▣ PLANNING

302 MERCHANTS WALK, SUITE 250
TUSCALOOSA, AL 35406
205-561-0808

WWW.DUNCANCOKER.COM

SHEET TITLE			
UTILITY & ACCESS EASEMENT VACATION			
NO.	DATE	DESCRIPTION	
DATE: 04/29/2024		CHECKED BY: J L C	DRAWN BY: W T B
FILENAME: NPCG-VACATION		PROJECT NUMBER: 21-137.2	Sh. No. C1.1



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

AGENDA ITEM NO. 8.a.3.

MEETING DATE: May 20, 2024

SUBJECT: Second Reading, Resolution Accepting Municipal Improvements Except Final Layer in Glen Crest Phase III

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Engineering - NB

Approved By: Brad Matthews, Tera Tubbs

Summary:

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

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt the attached resolution accepting maintenance for municipal public improvements (except for final layer) for Glen Crest Phase III.

RESOLUTION NO. 24-

**RESOLUTION ACCEPTING MUNICIPAL PUBLIC IMPROVEMENTS EXCEPT FINAL
LAYER IN GLEN CREST PHASE III**

WHEREAS, the final plat for Glen Crest Phase III, has been accepted by the Northport Planning Commission and recorded in Plat Book 2024, page 33, in the Probate Office of Tuscaloosa County on February 5, 2024, a reproducible copy of which has been provided to the City; and,

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

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

WHEREAS, the engineer of record, Phillip Grammer, P.E., has submitted to the City a complete set of “As-Built” or “Record Drawings” of the development; and,

WHEREAS, the developer of Glen Crest Phase III, Glen Crest, LLC, has requested that the City assume maintenance of municipal public improvements except final layer as shown on plat and construction documents in said subdivision; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama, that the City accepts for maintenance the municipal public improvements except final layer located in the recorded and dedicated right-of ways and easements within said Glen Crest Subdivision Phase III with maintenance to begin on or about May 20, 2024.

RESOLVED AND DONE THIS 20th DAY OF May 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

1st Reading: May 6, 2024
Motion By:
2nd Reading: May 20, 2024
Motion By:
Second By:



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

AGENDA ITEM NO. 8.a.4.

MEETING DATE: May 20, 2024

SUBJECT: Second Reading, Resolution Accepting Municipal Public Improvements Except Final Layer in Glen Crest Phases IV and V

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Engineering - NB

Approved By: Brad Matthews, Tera Tubbs

Summary:

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

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

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

Motion for Consideration:

I move to adopt the attached resolution accepting maintenance for municipal public improvements (except final layer) for Glen Crest Phase III.

RESOLUTION NO. 24-

**RESOLUTION ACCEPTING MUNICIPAL PUBLIC IMPROVEMENTS EXCEPT FINAL
LAYER IN GLEN CREST PHASES IV AND V**

WHEREAS, the final plat for Glen Crest Phases IV and V, have been accepted by the Northport Planning Commission and recorded in Plat Book 2024, pages 38 and 41, in the Probate Office of Tuscaloosa County on February 5, 2024, a reproducible copy of which has been provided to the City; and,

WHEREAS, said plat recorded Glen Crest Phases IV and V as well as the easements and right-of-ways for all sections of the subdivision; and,

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

WHEREAS, the engineer of record, T. Riley Sims, P.E., has submitted to the City a complete set of “As-Built” or “Record Drawings” of the developments; and,

WHEREAS, the developer of Glen Crest Phases IV and V, Glen Crest, LLC, has requested that the City assume maintenance of municipal public improvements except final layer as shown on plat and construction documents in said subdivisions; and,

WHEREAS, the City Engineer has reported to the City Council that all infrastructure required by the subdivision regulations and as specified by the Planning & Zoning Commission for Glen Crest Phases IV and V has been completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama, that the City accepts for maintenance the municipal public improvements except final layer located in the recorded and dedicated right-of ways and easements within said Glen Crest Subdivision Phases IV and V with maintenance to begin on or about May 20, 2024.

RESOLVED AND DONE THIS 20th DAY OF May 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

1st Reading: May 6, 2024
Motion By:
2nd Reading: May 20, 2024
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: May 20, 2024

SUBJECT: Resolution Authorizing the City Administrator to Negotiate and Enter a Master Agreement with Redpoint Audio for A/V Upgrades

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Chris Cunningham

Summary:

This resolution authorizes the City Administrator to execute a master agreement for professional services with Redpoint Audio, LLC to design and install audio/visual systems for public buildings. The master agreement itself does not authorize any specific work, but provides the basic framework for future work, including establishing hourly rates. Specific work will be authorized by separate Task Order Directive (TOD).

Recommendation:

Approve the resolution

Funding Source/GL Code:

GL Code No. Amount: \$0.00

Motion for Consideration:

I move to approve this Resolution Authorizing the City Administrator to Negotiate and Enter a Master Agreement with Redpoint Audio for A/V Upgrades

RESOLUTION NO. -

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE
AND ENTER A MASTER AGREEMENT WITH REDPOINT AUDIO FOR A/V UPGRADES**

WHEREAS, the City of Northport is seeking to upgrade the audio-visual systems in multiple city-owned facilities, and

WHEREAS, high-quality audio and visual systems designed for these spaces helps maximize collaborative work and ensure that public meetings are as accessible and informative as possible, and

WHEREAS, the design and installation of such systems should be performed by individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role.

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

1. The City Administrator is authorized to negotiate and enter a Master Agreement with Redpoint Audio for audio-visual system upgrades to multiple city-owned facilities, which does not authorize any specific work, but provides the basic framework for future work to be authorized by separate Task Order Directives approved by Council.

RESOLVED AND DONE THIS ____ DAY OF _____, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading:
Motion By:
Second By:

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

**MASTER SERVICES AGREEMENT TO FURNISH PROFESSIONAL SERVICES
TO THE CITY OF NORTHPORT, ALABAMA, FOR
DESIGN AND INSTALLATION OF AUDIO-VISUAL SYSTEM UPGRADES
FOR CITY-OWNED FACILITIES**

WHEREAS, the City of Northport is seeking to upgrade the audio-visual systems in multiple city-owned facilities; and

WHEREAS, high-quality audio and visual systems specifically designed for these spaces helps maximize collaborative work and ensure that public meetings are as accessible and informative as possible; and

WHEREAS, the City of Northport and the CONSULTANT firm designated herein, desire to enter into an agreement to furnish such professional services to the City for the purposes described herein.

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

THIS AGREEMENT is made and entered into on this the _____ day of _____, 20____, by and between the City of Northport, Alabama, a Municipal Corporation, Post Office Box 569, Northport, Alabama, 35476, hereinafter sometimes referred to as the "CITY" or the "OWNER" and the firm of _____ Redpoint Audio, LLC _____, located at _____ 2121 8th St, Tuscaloosa, AL 35401 _____, hereinafter referred to as the "CONSULTANT," whereby the CONSULTANT will provide professional services in the form of design and installation of audio-visual systems as described herein to the OWNER through individuals possessing a high degree of professional skill where the personality of the individual(s) will play a decisive role and which is thereby exempt from the Alabama Competitive Bid Law, Ala. Code §41-16-51(a)(3)(1975) for the consideration hereinafter set forth, as follows:

ARTICLE 1. SCOPE OF SERVICES (THE PROJECT)

The scope of services to be provided by the CONSULTANT to the OWNER are as follows:

Design and install audio-visual systems for city-owned facilities, including City Hall at 3500 McFarland Boulevard and the Public Works complex at 1781 Harper Rd.

Additional Services

The Scope of Services provides a general description of specific tasks to be performed by CONSULTANT. However, the performance of any of the services must be authorized by a written Task Order Directive (TOD), executed by both parties. It is understood by and between the parties hereto that this agreement in and of itself, without subsequent Task Order Directives, does not obligate either party to perform services or pay consideration of any kind; rather this agreement establishes the basic contractual foundation and parameters of agreement between the parties to facilitate and govern the performance of subsequent TOD services by CONSULTANT. This agreement therefore sets forth the basic tenets for the provisions of any such services once a TOD has been authorized.

In order for the CONSULTANT to be authorized by the OWNER to proceed with the provision of any services the CONSULTANT's representative must receive and execute a written Task Order Directive (TOD) from the OWNER, executed by the City Administrator on behalf of the OWNER. The TOD shall be an instruction from the OWNER to the CONSULTANT to provide the service in regard to a given task and referencing and/or modifying services enumerated in this Agreement. The CONSULTANT will commence to provide the services to the OWNER for the specified task identified in the TOD.

Unless and until the CONSULTANT receives a Task Order Directive (TOD) in regard to performing services for a specific task enumerated in this Agreement, it shall not provide any such services. All Task Order Directives shall be in writing. A TOD can modify and amend the scope of any particular service, but cannot amend a term or condition in the master agreement, unless specifically agreed to by both parties pursuant to the TOD.

Provided; however, nothing herein contained shall obligate the OWNER to authorize or direct the CONSULTANT to perform any given task. The OWNER expressly reserves the right and privilege to elect not to have a task or service performed, to have such task or service performed by its own forces, or to contract separately and independently with other firms or entities for any service or task or combination thereof as may be enumerated in this Agreement or otherwise.

ARTICLE 2. BASIS OF COMPENSATION

As consideration for providing the services referenced in Article 1, the OWNER shall pay the CONSULTANT in the following manner:

A. COMPENSATION

Each authorized Task Order Directive (TOD) shall set the compensation to be received by the CONSULTANT for providing the services described in the TOD, in accordance with the Hourly Rate schedule reflected in Exhibit "A" plus expenses, subject to the maximums stated in each TOD.

B. DIRECT EXPENSES

That the CONSULTANT's Direct Expenses are defined as the reasonable costs incurred on or directly for the PROJECT by the CONSULTANT, other than the hourly rate (as defined hereinbefore). Such Direct Expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and usual commercial charges for items provided by the CONSULTANT.

C. COST ADJUSTMENT

- (1) The CONSULTANT will complete the work described in any TOD within the maximum cost established therein. The CONSULTANT shall keep the OWNER informed of all progress on each TOD. The CONSULTANT shall keep the OWNER advised as the work proceeds regarding any factors, occurrences, or developments that may necessitate modifications, or revisions of the services of the TOD.
- (2) In the event that services stated in the Scope of Services for the TOD cannot, in the CONSULTANT's opinion, be completed within the maximum cost specified therein, the CONSULTANT will inform the OWNER in a timely manner of the additional estimated amounts considered necessary to complete the services as may be added in scope by mutual agreement, so that a new total cost may be authorized by the OWNER through an Amendment to the TOD.
- (3) Basis of Costs: The compensation listed in Exhibit "A" is based on performing services during the calendar year 2024. Should the services authorized by a TOD be delayed beyond completion date because of circumstances beyond the control of the CONSULTANT, the basis of payment may be renegotiated to provide for additional costs of services through an Amendment to this AGREEMENT or TOD as applicable.
- (4) Suspension, Delay, or Interruption of Work: The OWNER may suspend, delay, or interrupt the work of the CONSULTANT or any of CONSULTANT's subconsultants on any or all TODs for the convenience of the OWNER or for reasons beyond the control of the OWNER or CONSULTANT

In the event such suspension, delay, or interruption of work necessitates an adjustment in the total compensation due the CONSULTANT, the CONSULTANT

shall immediately so inform the OWNER in writing, and an adjustment may be negotiated for any reasonable increases in the cost of the CONSULTANT's performance under this AGREEMENT.

D. LITIGATION ASSISTANCE

The scope and extent of services to be provided under this AGREEMENT does not include costs of the CONSULTANT for required or requested assistance to exclusively or directly support, bring, defend, or assist in litigation undertaken or defended by the OWNER, except for suits or claims between the parties to this AGREEMENT. However, documents, studies, any data or information or any instrument of service otherwise resulting from the performance of any TOD by the CONSULTANT may be utilized by the OWNER in bringing, defending, or otherwise assisting in litigation undertaken or defended by the OWNER without any additional costs to the OWNER.

All additional litigation assistance services requested by the OWNER or the CONSULTANT will be provided pursuant to a separate TOD and shall be paid for on a cost reimbursable basis as described in Article 2. Payment for such services shall be made in conformance with Article 3.

E. TIME OF COMPLETION; LIQUIDATED DAMAGES

The CONSULTANT will complete the work described in any TOD within the time stated in the TOD. The CONSULTANT shall keep the OWNER informed of all progress on each TOD. This agreement contains no liquidated damages. Any TOD may include liquidated damages, depending on the time sensitivity of the particular work described in the TOD.

F. COST LIMITATION FOR TASK

Each TOD will specify a maximum cost limitation or not-to-exceed amount for the cost of the services authorized to be performed by CONSULTANT for OWNER. This ceiling is a maximum amount the OWNER will pay and the CONSULTANT will accept for the performance of the services in regard to the given Task Order.

Directive. The CONSULTANT is not obligated to incur costs in excess of such ceiling or maximum nor is the OWNER obligated to pay CONSULTANT in excess of the ceiling or maximum.

Provided; however, in the event the maximum cost limitation is not reached for any given TOD that the CONSULTANT has performed, or in the event the OWNER elects not to fully perform a given TOD and the parties desire to exceed any other ceiling or maximum for an authorized TOD by electing to have performed additional services, then such ceiling or maximum may be elevated by an amount not to

exceed the amount not otherwise expended on the completed TOD or TOD not fully performed.

Provided; further, however, such exceeding of a maximum for a given TOD pursuant to the provisions hereof may only be performed by a written amendment to the TOD specifying the information required and approved by the OWNER.

ARTICLE 3. PAYMENT FOR SERVICES

Payment of compensation to the CONSULTANT, as prescribed in Article 2, shall be made as follows:

A. PAYMENT FOR SERVICES

For all services authorized to be performed by a Task Order Directive, payment is due within thirty (30) days of receipt of billing for services rendered during the month. The OWNER shall be invoiced monthly by CONSULTANT. The invoice format will be to the satisfaction of the OWNER.

B. INVOICES

Each invoice of CONSULTANT shall specify the contract number and the number of the TOD in regard to which the services have been performed.

CONSULTANT will invoice expenses separately from services on each TOD and by reference to contract number, but each item of expense shall reference the particular TOD or TODs in regard to which they were incurred.

OWNER will remit payment to CONSULTANT within thirty (30) days from receipt of invoice.

Provided; however, the OWNER may delay payment for a reasonable time on all or any portion of an invoice, without the accrual of any interest or charges, on the basis of improper, contested or inadequate explanation of invoices by CONSULTANT.

In the event of such disputed or contested invoice, the OWNER shall only withhold that portion so contested and the undisputed portion shall be paid in accordance with the provisions herein. The OWNER will exercise reasonableness in contesting any invoice or portion thereof.

C. INTEREST

If payment of the amounts due, or any portion thereof, is not made within sixty (60) days of receipt of billing, interest on the unpaid balance thereof will accrue at the rate of one and one-half percent (1½%) per month and become due and payable at the time said overdue payments are made subject to the OWNER's right to a contested invoice.

D. EXCEPTION

No invoice or expense shall be payable if it violates applicable regulations of a State or Federal agency that is providing all or a portion of the funds or is not approved by such State or Federal agencies for payment, in which case CONSULTANT shall reimburse the OWNER any sums paid therefore. Provided; however, absent fraud or intentional misrepresentation by the CONSULTANT, this will not relieve the OWNER of the obligation to pay the CONSULTANT for services actually rendered and expenses incurred.

ARTICLE 4. OBLIGATIONS OF THE CONSULTANT

It is further mutually agreed by the parties hereto:

A. CONSULTANT shall perform services for the OWNER as stated in and referenced by Article 1 hereof and any issued TOD.

B. LEVEL OF COMPETENCE

That the CONSULTANT and all subconsultants retained by CONSULTANT shall be responsible, to the level of competence presently maintained by other practicing professional organizations engaged in the same type of professional personal services in the United States, for the qualifications, certifications, professional and technical adequacy and accuracy of studies, investigations, specifications, reports, recommendations, documents, and other work products furnished under this AGREEMENT or any TOD.

C. MEETINGS

The CONSULTANT or a representative of CONSULTANT shall attend meetings as necessary with the OWNER and/or any other CONSULTANTS working on the Project to discuss Project status, progress, submittals to State or Federal Agencies, etc., and other Project related matters.

D. REPORTS, INTELLECTUAL PROPERTY, AND OWNERSHIP OF DOCUMENTS

Periodic Reports: CONSULTANT shall, at such time and in such format as the OWNER's representative may require, furnish such periodic reports concerning the status of the project as may be requested by the OWNER's representative. During the course of providing services, the CONSULTANT shall furnish the OWNER, upon request, with copies of all documents and other materials prepared and developed in relation with or as part of the project. Such a request shall be reasonable and within normal business practices for such work.

Final Plans and Reports: The final plans, drawings, specifications, periodic reports, final reports, or other documents generated by the CONSULTANT as instruments of service pursuant to this agreement, are considered work made for hire and shall be the property and intellectual property solely of the City of Northport as OWNER. As instruments of service such documents may be used by the OWNER in subsequent phases of the project or program which is the subject of this AGREEMENT, for future improvements, repairs or expansions of and connections to the project or program, on subsequent projects or programs utilizing in whole or in part information or data in the instruments of service of the CONSULTANT and also for reference and other information on other projects or programs all without any further compensation to or approval by the CONSULTANT. The OWNER may also make submissions or distributions of any such instruments of service of the CONSULTANT to meet official regulatory requirements or for other purposes in connection with the operations or business of the OWNER without any further compensation to or approval by the CONSULTANT. The CONSULTANT shall take the necessary measures to ensure that the OWNER has the same rights as regards all subconsultant's instruments of service.

OWNER Logo and Name: The CONSULTANT shall not use the City of Northport's name or insignia or logo in any magazine, trade paper, newspaper, advertisement or other medium without first obtaining the written consent of the OWNER.

Critical Infrastructure information: Pursuant to Ala. Code §36-12-40 (1975) as amended by Acts of Alabama 2004-487, neither the CONSULTANT, its officers, agents, employees or any subconsultant, shall at any time allow the dissemination or copying of any information exempted from public disclosure by this section which specifically provides the location of critical infrastructure or critical energy infrastructure as defined in 42 U.S.C. §5195c(e) and 18 C.F.R. §388.113(c)(1), as amended, belonging to or provided to the OWNER.

Ownership of Non Instruments of Service: With the exception of instruments of service as previously identified herein, the parties acknowledge and agree that the intellectual property of either party shall remain the property of the respective party, including intellectual property developed during the course of this agreement such

as working papers which include, but are not limited to, preliminary drawings and sketches, calculations, proprietary techniques, procedures or programs, project notes, memoranda, non-owner correspondence, etc., developed or employed in the performance of services to the OWNER which shall belong exclusively to the CONSULTANT or its subconsultants. The CONSULTANT shall clearly mark and identify any such documents or materials that are not instruments of service it deems intellectual property and/or copyrighted information. To the extent they are identified as such, the OWNER will take steps reasonably necessary with its employees with respect to the use, copy, protection, and security of such intellectual property of CONSULTANT.

Provided; however, the OWNER is granted a perpetual license by CONSULTANT to utilize any of such CONSULTANT's intellectual property or copyrighted material in its possession for and on behalf of its internal operations, as well as maintenance, construction, and repair of the project which was the subject of the agreement or in reference to any program developed or implemented utilizing the services of the CONSULTANT pursuant to this agreement without further approval or compensation to the CONSULTANT. Such license also extends to the right of the OWNER to utilize such intellectual property or copyrighted material during the course of any judicial, mediation, arbitration, or administrative proceeding, regardless of whether the matter concerns CONSULTANT or the services or project to which this agreement pertains. The OWNER's license also extends to making submissions or distributions of such intellectual property or copyrighted material of CONSULTANT to meet official regulatory or statutory requirements or for other purposes in connection with the project or program and future improvements, repairs, or expansions of and connections to the project. Any of such submissions or distributions or usage of CONSULTANT's intellectual or copyrighted material shall not be an infringement and shall not be construed as publication or use in derogation of the CONSULTANT's rights.

E. RECORDS AND INSPECTIONS

CONSULTANT shall maintain complete and accurate records with respect to all matters performed or expense incurred pursuant to this agreement. The OWNER shall have free access at all proper and reasonable times to such records and the right to examine and audit the same and to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities of CONSULTANT in regard to the Project. Such inspection shall not be in violation of confidentiality guarantees as elsewhere provided herein.

F. EFFECT OF STATE AND FEDERAL LAWS AND REGULATIONS.

The Scope of Services as defined herein and as provided by CONSULTANT are based upon those federal and state laws, regulations, or requirements in effect on

the date of execution of this agreement. State or federal laws, regulations, or requirements enacted or promulgated after the date of said execution shall automatically be incorporated by CONSULTANT into the Scope of Services to the extent applicable. If such incorporation substantially increases the level of effort required of the CONSULTANT, the basis of the compensation as defined herein shall be subject to renegotiation between the parties. It shall be the responsibility of the CONSULTANT to promptly notify OWNER of any such changes in State or Federal laws or regulations or requirements which would affect his/her scope of services or level of effort.

G. CONFIDENTIALITY

All documents, information, memoranda, and all other such written or verbal information provided by the OWNER to CONSULTANT shall be held strictly confidential by CONSULTANT and any of its subcontractors and shall not, without the prior written consent of the OWNER, be used for any purpose other than the performance of this agreement, nor be disclosed to any other entity not connected with the performance of this agreement. Any entities requesting such information shall be directed by CONSULTANT to contact OWNER's representative.

H. CONFLICTS OF INTEREST

The CONSULTANT represents and warrants to the OWNER that neither it nor any of its subconsultants are aware of any conflict of interest which exists or could arise by means of its provision of services to the OWNER pursuant to the terms and conditions of this agreement. This is an exclusive personal service agreement and CONSULTANT will not represent the interest of any other person, firm or entity that conflicts with the interest of the OWNER in regard to the subject matter of this agreement or the performance of services pursuant to the terms and conditions hereof.

It is understood by and between the parties hereto that neither the CONSULTANT nor any of its officers, agents, or employees nor any subconsultant to the CONSULTANT nor any subsidiary, parent entity, principal officers, nor any entity having a beneficial interest in any of the same, may submit a bid or proposal in response to any request for proposals or advertisement for bids resulting from the services provided in whole or in part pursuant to this agreement.

ARTICLE 5. OBLIGATIONS OF THE OWNER

It is further mutually agreed by the parties hereto:

A. OWNER-FURNISHED DATA

That, the OWNER shall provide to the CONSULTANT all technical data in the OWNER'S possession, including previous reports, maps, surveys, and all other information in its possession that the CONSULTANT informs OWNER'S representative is needed and relating to the CONSULTANT's work on the PROJECT. Such information shall include, but not be limited to, the OWNER's requirements for the PROJECT and any criteria or constraints known to OWNER. Unless otherwise indicated by the OWNER, the CONSULTANT may reasonably rely upon the adequacy of the information provided by the OWNER in performing CONSULTANT's services to the OWNER, subject to the same recognitions and caveats applicable to CONSULTANT's information as provided herein at Article 4. B and with the further recognition that the OWNER is not responsible for the adequacy or accuracy of information and/or data prepared or supplied by third parties.

B. ACCESS TO FACILITIES AND PROPERTY

The OWNER shall make its system, facilities, and properties available and accessible for inspection by CONSULTANT.

C. TESTS

That, unless a part of the Scope of Services, the OWNER shall perform or have performed by others, at no cost to CONSULTANT, such tests of equipment, machinery, pipelines, and other components of the OWNER's system facilities as may be reasonably required in connection with the Scope of Services under this AGREEMENT.

D. TIMELY REVIEW

That the OWNER, through its designated representative, shall examine all studies, reports, proposals, and other documents submitted by CONSULTANT, obtain advice of an attorney, insurance counselor, accountant, or auditor, as it deems appropriate for such examination, in a timely manner so as not to delay the services of CONSULTANT.

E. TIMELY NOTICE

That, the OWNER through its designated representative shall give timely written notice to CONSULTANT whenever he or she observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of the CONSULTANT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

It is further mutually agreed by the parties hereto:

A. AUTHORIZATION TO PROCEED

That, authorization for the CONSULTANT to proceed with services shall only be upon execution of a written Task Order Directive (TOD) signed by both parties.

B. PROJECT REPRESENTATIVES

That, the OWNER and the CONSULTANT respectively will designate a person(s) to act as authorized representatives of the OWNER and the CONSULTANT in matters and decisions pertinent to the timely execution of this project, and each authorized representative shall have the power to obligate their party within the parameters of this agreement including, but not limited to, transmitting instructions, receiving information, making project-related decisions not requiring official OWNER approval, and other matters. Neither representative shall have the authority to vary the terms and conditions of this Agreement.

C. REPRESENTATIVE CAPACITY

While CONSULTANT's role will be that of CONSULTANT to the Owner, CONSULTANT shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the OWNER. CONSULTANT shall not have the authority to bind or obligate the OWNER, its officers, agents, or employees.

D. TERMINATION

- (1) This AGREEMENT or any Task Order Directive (TOD) may be terminated by the OWNER for its convenience by giving thirty (30) days' written notice to the CONSULTANT.
- (2) This AGREEMENT or any TOD may be terminated by the CONSULTANT upon thirty (30) days' written notice to the OWNER, but only if the OWNER should substantially fail to perform in accordance with this AGREEMENT through no fault of the CONSULTANT or if the performance of the Scope of

Services by the CONSULTANT is stopped by conditions beyond the control of the CONSULTANT. Failure to perform includes failure of OWNER to promptly pay the CONSULTANT in accordance with ARTICLE 3.

- (3) In the event of termination, the CONSULTANT shall be paid in full for all work previously authorized and performed on any Task Order Directive up to the termination date, including expenses incurred by the CONSULTANT, if the CONSULTANT delivers to OWNER all instruments of service completed or partially completed by the date of termination.
- (4) If no termination is implemented, relationships and obligations created by this AGREEMENT shall terminate upon completion of all applicable requirements of issued Task Order Directives.
- (5) **Loss of Grant Funds**
It is understood and agreed to by and between the parties that to the extent any of the compensation to CONSULTANT is payable by OWNER from the proceeds of a grant, if the OWNER loses its eligibility to receive or continue to receive said grant funds or for any reasons the OWNER no longer can receive or obtain grant funds, then the CONSULTANT agrees it shall immediately terminate the provision of any services pursuant to any TOD on the Project upon notification from the OWNER of this fact. While the OWNER shall compensate the CONSULTANT for services rendered and expenses incurred, it will not be liable to CONSULTANT or any of CONSULTANT's subconsultants for any services rendered subsequent to the date of notice, nor will the loss of grant funds and termination of services constitute the basis of any claim whatsoever against OWNER by CONSULTANT. CONSULTANT agrees to indemnify and hold harmless the OWNER of and from any claim or cause of action arising out of or in any manner associated with termination of services due to a loss of grant funds from CONSULTANT and/or any subconsultant. Provided; however, if the OWNER loses grant funding due to a failure of the CONSULTANT or any of CONSULTANT's subconsultants failure to perform services pursuant to any TOD, then CONSULTANT shall be liable to OWNER for all such grant funds and shall refund to OWNER any compensation and expenses paid by OWNER for such services.

E. ASSIGNMENT

- (1) That, this AGREEMENT is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this AGREEMENT shall be effective until the Assignee assumes in writing the obligations of the assigning parties and delivers such written assumption to the other original party to this AGREEMENT.

- (2) Use of subconsultants by the CONSULTANT or subsidiary or affiliate firms of the CONSULTANT for technical or professional services shall not be considered an assignment or a portion of this AGREEMENT. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and CONSULTANT.

F. COURT OF JURISDICTION

That, if the OWNER and CONSULTANT cannot resolve any outstanding claims, counterclaims, disputes, and other matters in question arising out of or relating to this AGREEMENT, then resolution of said disputes shall be decided by a court of competent jurisdiction in Tuscaloosa County, Alabama.

G. INSURANCE

That, unless waived in writing by the OWNER's representative, the CONSULTANT shall secure and maintain throughout the duration of this AGREEMENT insurance of such type and in such amounts as may be necessary to protect its interests and the interests of the OWNER, its officers, agents and employees against hazards or risks of loss as hereinafter specified. The underwriter of such insurance shall be qualified to do business in Alabama. The certificates of insurance shall contain a provision that not less than 30 days' written notice shall be given to the OWNER before any policy or coverage is canceled. Without limiting the requirements hereinbefore set forth, the insurance coverages shall include a minimum of:

- (1) Workmen's compensation and employee's liability insurance as required by the State of Alabama.
- (2) Comprehensive automobile and vehicle liability insurance. This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the OWNER against claims for injuries to members of the public and/or damages to property of others arising from employees' use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations under this AGREEMENT, and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than a \$1,000,000 combined single limit or equivalent.
- (3) Commercial general liability. This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the OWNER against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the

CONSULTANT or of any of its agents, employees, or subcontractors. The limit of liability shall not be less than a \$1,000,000 combined single limit.

- (4) The CONSULTANT shall furnish professional liability insurance coverage in an amount not less than \$1,000,000 and subconsultants shall provide limits commensurate with the responsibilities of their work.
- (5) The insurance coverages specified above shall constitute minimum requirements and the OWNER, its officers, agents, and employees shall be named as an additional insured in insurance coverages identified in items "2" and "3," above.

H. INDEMNIFICATION

Each party shall generally be responsible for its own acts and omissions and each party will be responsible for all civil liability that may arise out its own performance of this Agreement. Subject to all defenses and limitations of liability provided by law, the CONSULTANT shall defend, indemnify, and hold harmless OWNER and all of its officers, agents, and employees, from and against any civil liability arising out of any act or omission of the CONSULTANT; and likewise subject to all defenses and limitations of liability provided by law OWNER shall defend, indemnify, and hold harmless the CONSULTANT and all of its officers, agents and employees, from and against any civil liability arising out of any act or omission of OWNER.

ARTICLE 7. PERSONNEL

- A. The CONSULTANT agrees to assign experienced and competent professional personnel to provide the services to the OWNER pursuant to this agreement. The CONSULTANT represents to OWNER that the following persons are so qualified and are assigned to this project or, with the consent of OWNER'S representative, individuals with similar experience and qualifications:
 - Project Chief Consultant: Joshua Burkhalter
- B. The OWNER'S designated representative shall be Scott Murphy, IT Director, City of Northport.
- C. All notices, bills, invoices, and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: City of Northport
Scott Murphy
P.O. Box 569
Northport, AL 35476

With a copy to: Ron Davis
City Attorney
City of Northport
P.O. Box 569
Northport, AL 35476

CONSULTANT: Redpoint Audiovisual
Joshua Burkhalter
2121 8th St
Tuscaloosa, AL 35401

- D. CONSULTANT represents and warrants to the CITY that its Project Chief Consultant / Project Manager for the principal performance of services by CONSULTANT pursuant to the terms and conditions of this agreement shall be and remain Joshua Burkhalter and there shall be no change in the Project Chief Consultant without the prior written consent of the OWNER's representative.

ARTICLE 8. ATTACHMENTS, MISCELLANEOUS CLAUSES, SCHEDULES, AND SIGNATURES

It is further mutually agreed:

A. ATTACHMENTS

That, the following are attached hereto and adopted herein by reference:

Exhibit A. Rate Sheet

In the event of a direct conflict between any attachment and the terms of this agreement, the attachment shall prevail over the terms of this agreement.

B. MISCELLANEOUS CLAUSES

Capacity: Each Party to this Agreement represents and warrants to the other as follows:

- (1) That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules, and regulations.

- (2) That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer: areas, assets, facilities, properties, (both real and personal), permits, consents, and authorizations and/or the full power and right to acquire and accept the same.
- (3) That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- (4) That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.
- (5) That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company, or joint venture, the execution of this Agreement by any member thereof shall bind the Party.
- (6) That each party represents and warrants to the other that there is no litigation, claim, or administrative action threatened or pending or other proceedings, to its knowledge, against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
- (7) That each party has obtained any and all required permits, approvals, and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third-party beneficiaries to this Agreement.

Final Integration: This Agreement, together with any amendments or Task Order Directives, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant

made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or other circumstances beyond the reasonable control of the other or the other party's employees, agents, or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Ownership of Contract Documents: The Contract Documents, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract Document, and copies of parts thereof, are the instruments of service for this project. They are not to

be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

Fines and Penalties: The Contractor shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner and/or Contractor which are related to the Contractor's operations. The Owner shall deduct the amount of the levied fine or penalty from the Contract amount.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Use of Words and Phrases: The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

C. COMPLIANCE WITH IMMIGRATION LAW:

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

D. COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the Affordable Health Care Act. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

E. COMPLIANCE WITH ALABAMA ECONOMIC BOYCOTT ACTS:

In compliance with Act 2016-312, by signing this contract, the contracting parties affirm, for the duration of the agreement, that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate.

CITY OF NORTHPORT, a Municipal Corporation

ATTEST:

BY: _____
Glenda D. Webb, City

Administrator

CONSULTANT: REDPOINT AUDIO, LLC

ATTEST:

BY: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

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

Given under my hand and official seal this the _____ day
of _____, 20____.

My Commission Expires: _____ Notary Public.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, who is named as _____, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as an act of said corporation.

Given under my hand and official seal this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Rate Sheet

Items	Rate	Qty	Total
 Labor RPA HOURLY SHOP/CLERICAL LABOR Tax Exempt	\$75.00	x1	\$75.00
 Labor RPA DAILY LABOR - 2 TECH Tax Exempt	\$1,840.00	x1	\$1,840.00
 Labor RPA HOURLY ENGINEERING LABOR Tax Exempt	\$150.00	x1	\$150.00
 Labor RPA HOURLY PROJECT MANAGEMENT LABOR Tax Exempt	\$150.00	x1	\$150.00
 Labor RPA HOURLY PROGRAMMING LABOR Tax Exempt	\$150.00	x1	\$150.00
 Labor RPA HOURLY LABOR - 2 TECH Tax Exempt	\$230.00	x1	\$230.00
 Labor RPA HOURLY LABOR - 1 TECH Tax Exempt	\$115.00	x1	\$115.00
 Labor RPA DAILY LABOR - 1 TECH Tax Exempt	\$920.00	x1	\$920.00

Items	Rate	Qty	Total
 Labor RPA HOURLY HOLIDAY/AFTER HOURS SERVICE Hourly charge for Holiday or after hour work -After hour work 7pm-5am	\$240.00	x1	\$240.00
 Labor RPA DAILY HOLIDAY/AFTER HOUR LABOR - 2 TECH Daily charge for Holiday or after hour work - After hour work 7PM-5AM	\$2,760.00	x1	\$2,760.00
 Labor RPA HOURLY SERVICE LABOR Tax Exempt	\$150.00	x1	\$150.00
 Labor RPA DAILY HIGH/HEAVY RIGGING LABOR - 2 TECH Tax Exempt	\$2,160.00	x1	\$2,160.00
 Labor RPA DAILY HIGH/HEAVY RIGGING LABOR - 1 TECH Tax Exempt	\$1,080.00	x1	\$1,080.00



DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.2.

MEETING DATE: May 20, 2024

SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with Utility Asset Management for the Storm Sewer Rehabilitation (Flatwoods Road and 68th Avenue) Project

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Brad Matthews, Tera Tubbs

Summary:

The City of Northport received Municipal Stormwater Grant Funds from the Alabama Department of Environmental Management (ADEM) for the Storm Sewer Rehabilitation (Flatwoods Road and 68th Avenue) project to line storm sewer lines. Bids were opened on May 1, 2024 and Utility Asset Management was the lowest responsible bidder. Pending ADEM's approval of award to Utility Asset Management, the Engineering department is requesting authorization for the City Administration to enter into a contract. Grant funding will cover 80% of project expenses. The City's 20% match has been budgeted in the Northport First Rehab and Repair Account.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54305 Amount: \$246,832.00 (20% match)

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a contract with Utility Asset Management for the Storm Sewer Rehabilitation (Flatwoods Road and 68th Avenue) project in the amount of \$246,832.00 pending ADEM approval of award.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT
WITH UTILITY ASSET MANAGEMENT FOR THE STORM SEWER REHABILITATION
(FLATWOODS ROAD AND 68TH AVENUE) PROJECT**

WHEREAS, on May 1, 2024, the City of Northport opened bids for the Storm Sewer Rehabilitation (Flatwoods Road and 68th Avenue) Project; and,

WHEREAS, the lowest responsible bidder that met the bidding qualifications was Utility Asset Management; and,

WHEREAS, said project is funded in part by Clean Water State Revolving Funds through the Alabama Department of Environmental Management; and,

WHEREAS, pending Alabama Department of Environmental Management approval, the Engineering department is requesting that the City Council authorize the City Administrator to execute a contract with Utility Asset Management for the Storm Sewer Rehabilitation (Flatwoods Road and 68th Avenue) Project in the amount of \$246,832.00.

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 Utility Asset Management in the amount of \$246,832.00 for the Storm Sewer Rehabilitation (Flatwoods Road and 68th Avenue) Project.

RESOLVED AND DONE this 20th day of May 2024.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

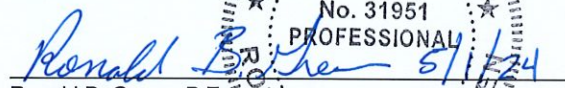
ATTEST:

Glenda D. Webb
City Administrator

Reading: May 20, 2024
Motion:
Second:

CERTIFICATE

I, Ronald B. Green, P.E., a Registered Professional Engineer in the State of Alabama and of the firm, The Cassady Company, Inc., do hereby certify that, to the best of my knowledge, the following Tabulation of Bids is true and correct.


 Ronald B. Green, P.E.
 Alabama Registration No. 31951



TABULATION OF BIDS

For the construction of **Storm Sewer Rehabilitation (Flatwoods Road and 68th Avenue)**
ADEM CWSRF Project No. SW000060-01, City of Northport, Alabama, with bids opened at 1:00 p.m., local time, on Wednesday, May 1, 2024, in the Council Chambers of Northport City Hall located at 3500 McFarland Boulevard, Northport, Alabama 35476.

Utility Asset Management
 Post Office Box 165
 Perry GA 31609
 (478) 847-2301

Alabama License #55004

Video Industrial Services
 7721 2nd Avenue North
 Birmingham AL 35206
 (205) 834-2979

Alabama License #15909

BID ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1.0	LS	Mobilization and Demobilization (Maximum 5% of Total Base Bid)	\$5,600.00	\$5,600.00	\$2,000.00	\$2,000.00
2	28.0	HR	Video Inspection of Existing Storm Sewer Pipe	\$225.00	\$6,300.00	\$140.00	\$3,920.00
3	2.0	HR	Clean Existing Culverts (Less than or equal to 48" horizontal opening)	\$350.00	\$700.00	\$130.00	\$260.00
4	14.0	HR	Clean Existing Culverts (Greater than 48" horizontal opening)	\$350.00	\$4,900.00	\$140.00	\$1,960.00
5	60.0	CY	Cement Mortar Flowable Backfill, Mix 2	\$220.00	\$13,200.00	\$350.00	\$21,000.00
6	48.0	LF	36" Roadway Pipe Rehabilitation	\$220.00	\$10,560.00	\$370.00	\$17,760.00
7	91.0	LF	50" Span x 32" Rise Roadway Pipe Rehabilitation	\$256.00	\$23,296.00	\$390.00	\$35,490.00
8	332.0	LF	54" Roadway Pipe Rehabilitation	\$338.00	\$112,216.00	\$410.00	\$136,120.00
9	184.0	LF	60" Roadway Pipe Rehabilitation	\$340.00	\$62,560.00	\$430.00	\$79,120.00
10	1.0	LS	Traffic Control	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00
TOTAL BASE BID					\$246,832.00		\$299,630.00



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: May 20, 2024

SUBJECT: Resolution Awarding Bid for Bid File No. 24-02 Lawn Care Maintenance to Terrence Grant DBA Grant's Quality Lawn Care

Unfinished Business:

New Business: X

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The Planning and Inspections Department received bids for Lawn Care Maintenance on May 8, 2024, and Terrence Grant DBA Grant's Quality Lawn Care, was the lowest responsible bidder. As per this resolution, Terrence Grant, will be used by the City for all weed abatement services.

Bids were submitted on an hourly rate and the amount of the winning bid was \$25.00 per hour. The contract will be for a 12 month period beginning July 11, 2024 and expire on July 11, 2025.

Recommendation:

Approve the attached resolution to accept and award the bid to Terrence Grant DBA Grant's Quality Lawn Care.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

I move to adopt the resolution awarding bid for Lawn Care Maintenance Bid File No. 24-02 to Terrence Grant DBA Grant's Quality Lawn Care and to authorize the City Administrator to approve, as needed, all purchase requisitions for lawn maintenance using the hourly price from said bid file.

RESOLUTION NO.

**RESOLUTION AWARDING THE BID FOR BID FILE NO. 24-02
LAWN CARE MAINTENANCE**

WHEREAS, on May 8, 2024, the Planning and Inspections Department received proposals for Bid File No. 24-02, *Lawn Maintenance Service*; and

WHEREAS, Terrence Grant dba Grant's Quality Lawn Care was the lowest bidder that met specifications; and

WHEREAS, said bid specified a one (1) year term beginning July 11, 2024 and ending July 11, 2025.

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

1. The City Council awards the bid to Terrence Grant dba Grant's Quality Lawn Care, the bidder meeting specification and having the lowest hourly price as itemized in the bid tabulation attached as Exhibit "A".
2. That the City Administrator is hereby authorized to approve, as needed, all purchase requisitions for lawn maintenance services using the hourly rates from said bid file.

RESOLVED AND DONE this 20th day of May, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: May 20, 2024

Motion:

Second:



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 • Anwar Aiken

City Administrator • Glenda D. Webb

BID FORM (PAGE 1 of 2)

Must type or print legibly in ink

Bid File Number 24-02

LAWN MAINTENANCE SERVICE

Company or Individual Name: Terrence Grant / Grant's Quality Lawn Care

Mailing Address: 7608 Thompson's Way Northport, AL 35473

Office Phone: _____ Cell Phone: 205-861-7567

How many years has company has been in business? 6 1/2

Names of Officers/Owners: Terrence Grant

Current Number of Employees: 2

Brief description of company (attach additional sheets as necessary):

Mowing, Trimming, Shrub Trimming, Blowing, Edging, Trash and Debris Clean Up.

History of defaults, contract terminations or bankruptcies (attach sheets as necessary):

None

Please list clients comparable to Northport for whom you are/have provided services (attach sheets as necessary).

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Years of Service</u>
1. <u>Elwood Staffing</u>	<u>1998 Park St. Northport</u>	<u>205-391-9784</u>	<u>4</u>
2. <u>Beauty Mark</u>	<u>4250 McFarland Blvd Northport</u>	<u>205-333-8898</u>	<u>2 1/2</u>
3. <u>Daniel Bradshaw</u>	<u>2007 Paul W Bryant Dr.</u>	<u>205-345-7323</u>	<u>2 1/2</u>

I certify that the information supplied herein is true and correct.

Terrence Grant
Signature

6-29-24
Date

Terrence Grant / Owner
Printed Name and Title



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 • Anwar Aiken

City Administrator • Glenda D. Webb

BID FORM (PAGE 2 of 2)

Must type or print legibly in ink

Bid File Number 24-02

LAWN MAINTENANCE SERVICE

Cost shall be submitted as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges and is the cost the City will pay, for the one (1) year term of any contract that is a result of this bid.

Company or individual name: Grants Quality Lawn Care

<u>Unit of Measure</u>	<u>Unit Cost</u>
Hourly Rate	\$ <u>25</u>

1. City will pay Contractor upon successful completion and acceptance of services, within thirty (30) days upon receipt of invoice.
2. Bid amount is for total, hourly cost to the City for work performed (not per person or worker).
3. Invoices will be approved by the Planning & Inspections Department.
4. If a tabulation of bids is desired, enclose a self-addressed stamped envelope when submitting bid proposal. If more convenient, tabulations will be available for pickup after final award.
5. AWARDED CONTRACTOR MUST SUBMIT PROOF OF REQUIRED INSURANCE PRIOR TO CONTRACT BEGINNING DATE (SEE SECTION B).
6. AWARDED CONTRACTOR MUST HAVE OR OBTAIN A NORTHPORT BUSINESS LICENSE PRIOR TO CONTRACT BEGINNING DATE (SEE SECTION B).



9:06am
RECEIVED

5/6/2024

Morgan Williams
Planning & Inspection's
3500 McFarland Blvd
Northport, Alabama 35476

Terrence Grant

7608 Thompson's Way

Northport, AL 35473

Bid-File Number 24-02

May 8th 2024 - 10:00 am

Grant's Quality Lawn Care



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hiscox Insurance Company Inc	10200
INSURED TERRENCE GRANT DBA GRANTS QUALITY LAWCARE 7608 Thompsons Way Northport, AL 35473	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			P103.362.423.1	05/10/2024	05/10/2025	EACH OCCURRENCE \$ 1,000,000	
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
			MED EXP (Any one person) \$ 5,000					
			PERSONAL & ADV INJURY \$ 1,000,000					
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						GENERAL AGGREGATE \$ 2,000,000	
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.	
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A					COMBINED SINGLE LIMIT (Ea accident) \$
								BODILY INJURY (Per person) \$
								BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
								EACH OCCURRENCE \$
								AGGREGATE \$
								PER STATUTE OTH-ER
								E.L. EACH ACCIDENT \$
								E.L. DISEASE - EA EMPLOYEE \$
								E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ORIGINAL POLICY DECLARATIONS

PERSONAL AUTO

THE GENERAL AUTOMOBILE INSURANCE COMPANY, INC.

PO BOX 305054

NASHVILLE, TN 37230-5054

We appreciate your business and look forward to continuing to service your auto insurance needs.

Please visit our website at thegeneral.com/mypolicy.

PGA-525578

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TERRENCE GRANT
7608 THOMPSONS WAY
NORTHPORT AL 35473-1766

Date: 04/04/2024
Policy: AL6920815
Policy Period: 04/03/2024 12:01AM* to 04/03/2025 12:01AM

THE GENERAL AUTO INS SVCS, INC
PO BOX 305054
NASHVILLE TN 37214

Endorsement Effective: 04/03/2024
24-Hour Claims: 1-800-280-1466
Customer Service: 1-800-280-1466

Agent: THE GENERAL AUTO INS SVCS, INC
Pinnacle Program

Agent Telephone: (615)744-1000

Policy Information

Drivers/Household Members		DOB	Gender / Marital		Points	FR Filing	Status
1.	TERRENCE GRANT	**/**/1982	M	M	000	N	Active
2.	JERNISHA FORKLAND	**/**/1984	F	M	000	N	Active
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Vehicles		VIN	Sym		Drvr	Prem	
1.	2004 FORD EXPEDITION EDDI	1FMPU17L14LA45585	L43ME605AC16	000		\$ 681.00	
2.	2015 NISS ALTIMA 2.5	1N4AL3AP8FC142442	L83MJ7O95CD5	002		\$1091.00	
3.	2018 DODG JOURNEY CROSSRO	3C4PDCGG3JT370046	L52MG5O64C65	001		\$1142.00	
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Total Full Term Premium		\$ 2914.00	Discounts / Surcharges	
Policy Fee		\$ 40.00	Multi-Car	Paperless Discount
Total Premium Due		\$ 2954.00	Enhanced Transfer Level F	STAR 97 Drvr 1
			STAR 97 Drvr 2	

This is not a bill. You will receive a separate invoice in the near future.

DECFRG02

*This policy is effective at 12:01AM local time on the date shown or the time the policy was purchased, whichever is later.

FRONT

Policy: AL6920815

ORIGINAL POLICY DECLARATIONS COVERAGES AND PREMIUMS

<u>COVERAGES</u>	<u>LIMITS</u>	<u>VEHICLE 1 PREMIUM</u>	<u>VEHICLE 2 PREMIUM</u>	<u>VEHICLE 3 PREMIUM</u>	<u>VEHICLE 4 PREMIUM</u>
Liability Bodily Injury Per Person/Per Accident	25,000/50,000	\$277.00	\$209.00	\$190.00	
Liability Property Damage Per Accident	25,000	\$309.00	\$255.00	\$240.00	
Medical Payments		No Coverage	No Coverage	No Coverage	
UM/UIM Bodily Injury Per Person/Per Accident	25,000/50,000	\$95.00	\$98.00	\$89.00	
Comprehensive Deductible - Dbl. Ded. Applies		No Coverage	\$166.00 \$1000 Ded	\$177.00 \$1000 Ded	
Collision Deductible - Dbl. Ded. Applies		No Coverage	\$363.00 \$1000 Ded	\$446.00 \$1000 Ded	
Towing and Labor		No Coverage	No Coverage	No Coverage	
Rental Reimbursement		No Coverage	No Coverage	No Coverage	
Custom Equipment		No Coverage	No Coverage	No Coverage	

UM = Uninsured Motorist
UIM = Underinsured Motorist

Policy Email: ter*****@**ail.com

Pay Plan Description: SE/DB12 10.0D 11P TER - 130 RBC - H31 PGM - R39

Endorsements Made Part of this Policy at Time of Issuance:

PA 039-0521-AL PA001-1020-AL PA049-1020-AL



Permanent General Companies* Privacy Policy – Notice of Information Practices

Please read this notice to learn how your information may be used by us and about your right to review and correct personal data. Our goal is to protect the confidentiality of information that you provide to us.

Your privacy is important to us. Permanent General protects the confidentiality of personal information that you provide to us or we collect. We have physical, electronic, and procedural security in place to protect personal data. We may collect personal information, such as consumer reports that include credit information (where permitted by law) and reports about you, your vehicles, and the drivers in your household with respect to your application for insurance, renewals, changes to your policy, and claims. Insurance scoring information including credit, where allowed by law, may be used to determine your premium for insurance. We may use a third party to get this score. Any nonpublic personal information we have about you or listed drivers is confidential information and kept private. However, the personal information collected, may, if permitted by law, be disclosed without prior authorization to non-affiliated third parties. We may also share information with affiliated companies for such purposes as claims handling, servicing, underwriting, pricing, and insurance marketing. Information may be provided to others when required by law or pursuant to legal process.

Types of Information We Collect, Use, and Disclose. We collect non-public personal financial and health information about you, your family, and your property in order to issue and, service policies, and handle claims. Non-public personal financial and health information is defined as information not generally available to the public. We collect this information in a number of ways, including:

- **E-mail.** We may email requests to you to complete and support your transactions with us and to comply with law. We may also send you email to follow-up on coverage quotes, respond to your questions, and provide you with information about your policy and other information. We will not share your email address with third parties without your consent.
- **Information that you give us when you apply for a policy or make a policy change.** When you apply for a policy we record the information that you give us on an application form. We also record information when you request a policy change. The information we obtain may include your name, address, and telephone number, driver's license number, social security number, date of birth, length of employment, gender, marital status, prior insurance information, homeownership, length of residency, vehicle descriptions, miles driven and vehicle use, other drivers, vehicle garaging address and driving history, etc.
- **Information that we acquire in the course of doing business with you.** We collect information about your transactions with our company and other companies. It may include your insurance coverage selections and premiums, payment and claims history, information used to calculate your premium, and your payment and billing information. It may also include information used to adjust, investigate, settle, and defend claims, such as medical records, witness statements, and police reports.
- **Information that we acquire from third parties.** We collect information from consumer reporting agencies. It may include motor vehicle and, driving records, accident and claims history reports, insurance records, and consumer reports that may include credit information. Upon your written request to us, we will provide you with a copy of this information. You have the right to review this information and ask for correction of any erroneous information found in the records of these third parties.
- **Information that we acquire from our Web site.** Our website is encrypted to protect your information. We create "cookies" (a small text file stored on your computer) while you are on our Web site. The "cookie" does not contain any personal information. We use IP addresses to analyze trends, administer the site, track user movement, and gather broad demographic information. IP addresses are not linked to personally identifiable information.

Parties to Whom We Disclose Information. We do not sell information to third parties for marketing or any purposes. We may disclose your information without authorization to affiliated and non-affiliated third parties, as applicable, as permitted by law and for our everyday business purposes, such as to process insurance transactions, maintain a policy, respond to court orders and legal investigations, and reports to credit bureaus. This may include disclosure to agents, insurance regulators, actuarial studies, law enforcement, and affiliates. Information obtained from a report prepared by an insurance-support organization may be retained by the insurance-support organization and disclosed to other persons. All third parties are subject to agreements to maintain the confidentiality of nonpublic personal information. When you are no longer a policyholder, we continue to share your information as described herein.

Confidentiality & Security. We restrict access to non-public personal information about you to our employees and other parties who must use that information to provide products or services to you. Their right to disclose or use the information is limited by our employee code of conduct, applicable law, and nondisclosure agreements where appropriate. We also maintain physical, electronic, and procedural safeguards to guard your personal information against unauthorized disclosure or use.

Your Right To Review and Correct, Amend, or Delete Personal Data. Upon your written request, and pursuant to law, you may review your information in our records. If you see inaccuracies, you may send us a written statement describing the information you believe is incorrect and how it should be corrected, amended, or deleted. We will either make the requested change or tell you why we will not or cannot do so. If we correct, update or amend our records, we will send confirmation to you and the information to any insurance support organizations we provided with your information. We cannot revise Consumer Report Information, such as a credit report. To do this, you must contact the consumer reporting agency that provided it. If we refuse to make a requested correction, you may file a written statement with us describing the information you believe is incorrect, and information that should appear in its place. Your statement will become part of your file. Additionally, your statement will be included in any subsequent, lawful disclosure. If you wish to review your personal information, this notice or learn more about your right to review and correct, amend or delete personal data, please send a written request to us at: Permanent General, 2636 Elm Hill Pike, Nashville, Tennessee 37214 or call 1-800-280-1466 or submit at www.thegeneral.com Include your name, address, policy number, and a description of the data you would like to review. We will not discriminate against you for exercising your privacy rights afforded to you by applicable law. Upon written request, we will identify persons or organizations to which the data has been disclosed within the last two years, or if not recorded, we will identify persons or organizations to which the data is normally disclosed. We will not provide privileged data, such as insurance claims and lawsuits.

PRIVACY8

*Permanent General Assurance Corporation, Permanent General Assurance Corporation of Ohio,
and The General Automobile Insurance Company

FRONT

FAIR CREDIT REPORTING ACT NOTICE REGARDING YOUR POLICY PREMIUM

In compliance with the Fair Credit Reporting Act, 15 USC § 1681, we are informing you that your policy rate is based in part on information contained in a consumer report obtained from a consumer-reporting agency. The amount that you are charged for your policy is based on rates that we have on file with the Department of Insurance in your state. The consumer-reporting agency will not be able to tell you how your rate is determined, but you may wish to review the information that they supply to us. You may obtain a free copy of the consumer report if you contact the consumer-reporting agency no later than sixty (60) days after receipt of this notification. You have the right to dispute, with the consumer reporting agency, the accuracy or completeness of any information contained in the report. This information should be requested from:

TransUnion Consumer Customer Relations
P.O. Box 2000
Chester, PA 19022
1-800-916-8800
<https://dispute.transunion.com>

We have secured your credit score from the above consumer-reporting agency. Your insurance premium, for the current term of coverage, has been evaluated in consideration of the reported score. The following factors have been identified in the credit score and contributed to the indicated premiums.

Please be advised that you also have the right to request that we re-evaluate any corrected information from the consumer-reporting agency to determine whether a premium adjustment is required. You may make this request by contacting your Insurance Agent or by writing our Policyholder Service Center at:

Permanent General Companies
PO Box 305054
Nashville, TN 37230-5054
1-800-280-1466

Please include your policy number and the reason for your request to re-evaluate.

<u>Code</u>	<u>Explanation</u>
NH0	Credit score could not be obtained

The General Automobile Insurance Company, Inc.
Insurance Identification Card(s)

POLICY NUMBER:	1K-AL 6920815
POLICY PERIOD:	04/03/2024 to 04/03/2025 12:01 A.M.
POLICY TERM:	12 MONTHS

Thank you for allowing Permanent General Companies to service your automobile insurance needs! If you have not done so already, sign up today for online account access at thegeneral.com/mypolicy. On our secure website you can check your next payment due date and amount, make a payment, make policy changes, request ID cards, view transaction history, invoices and more!

Below are your vehicle identification cards. These identification cards are valid only when your policy is in force. The coverage provided by this policy meets the minimum liability insurance limits prescribed by law. Failure to comply may result in assessment of fines, revocation of registration privileges or restriction of renewal / issuance of a driver's license.

ALABAMA
AUTOMOBILE INSURANCE IDENTIFICATION CARD

Policy Number: 1K-AL 6920815

Effective From: 04/03/2024
To: 04/03/2025 12:01 A.M.

Insured: TERRENCE GRANT
JERNISHA FORKLAND
7608 THOMPSONS WAY
NORTHPORT AL 35473

Vehicle: 2015 NISS ALTIMA 2.5
1N4AL3AP8FC142442

Agency: THE GENERAL AUTO INS SVCS, INC
(615)744-1000

Company: THE GENERAL AUTOMOBILE INSURANCE COMPANY, INC.

NAIC: 13703



ALABAMA
AUTOMOBILE INSURANCE IDENTIFICATION CARD

Policy Number: 1K-AL 6920815

Effective From: 04/03/2024
To: 04/03/2025 12:01 A.M.

Insured: TERRENCE GRANT
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Vehicle: 2015 NISS ALTIMA 2.5
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ALABAMA
AUTOMOBILE INSURANCE IDENTIFICATION CARD

Policy Number: 1K-AL 6920815

Effective From: 04/03/2024
To: 04/03/2025 12:01 A.M.

Insured: TERRENCE GRANT
JERNISHA FORKLAND
7608 THOMPSONS WAY
NORTHPORT AL 35473

Vehicle: 2018 DODG JOURNEY CROSSROAD
3C4PDCGG3JT370046

Agency: THE GENERAL AUTO INS SVCS, INC
(615)744-1000

Company: THE GENERAL AUTOMOBILE INSURANCE COMPANY, INC.

NAIC: 13703



ALABAMA
AUTOMOBILE INSURANCE IDENTIFICATION CARD

Policy Number: 1K-AL 6920815

Effective From: 04/03/2024
To: 04/03/2025 12:01 A.M.

Insured: TERRENCE GRANT
JERNISHA FORKLAND
7608 THOMPSONS WAY
NORTHPORT AL 35473

Vehicle: 2018 DODG JOURNEY CROSSROAD
3C4PDCGG3JT370046

Agency: THE GENERAL AUTO INS SVCS, INC
(615)744-1000

Company: THE GENERAL AUTOMOBILE INSURANCE COMPANY, INC.

NAIC: 13703



THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND To report a claim: 1-800-280-1466 When an accident occurs, collect the following information and notify us immediately: • Name and address of each driver, passenger and witness. • Name of Insurance Company and policy number for each driver / vehicle involved. Visit our self-service website: thegeneral.com/mypolicy	THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND To report a claim: 1-800-280-1466 When an accident occurs, collect the following information and notify us immediately: • Name and address of each driver, passenger and witness. • Name of Insurance Company and policy number for each driver / vehicle involved. Visit our self-service website: thegeneral.com/mypolicy
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24/7 Roadside Assistance Plan

Home Office: Nation Motor Club, LLC., 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431

Home Office: Nation Motor Club, LLC., 801 W. Tamiato Road, Suite 100, Boca Raton, FL 33434

MEMBER INFORMATION			MEMBERSHIP INFORMATION		
Name			Effective Date	Expiration Date	Membership Fee
TERRENCE GRANT			04/03/24 02:42 PM CDT	04/03/25 12:01 AM CDT	\$138.00
Address			For Emergency Roadside Assistance <u>Only</u> Call (844) 608-4726 Member #: AL6920815 Producer Code: 7270 Plan Letter: B For Customer Service <u>Only</u> Call 1-888-684-9327 Monday through Friday, from 8:30 am - 5 pm eastern time		
7608 THOMPSONS WAY					
City	State	Zip			
NORTH PORTS	AL	354731766			
SELLER INFORMATION					
Business Name			User ID		
THE GENERAL AUTO INS SVCS, INC			525578		
Address					
PO BOX 305054					
City	State	Zip			
NASHVILLE	TN	37214			

THIS IS NOT AN INSURANCE CONTRACT.

This is not an Automobile Physical Damage or Automobile Liability insurance contract.

Your Membership contains **Our** 24 hour emergency roadside service telephone number for **You** to call when **Your Covered Vehicle** is disabled. When arranging for Roadside Assistance, please call **1-844-608-4726** and reference **Your** Producer Code, Member Number and Plan Letter (located in the registration section above). **You** will not be required to pay any additional fee or sum in addition to the Membership Fee when **Your** service is for a tow up to fifteen (15) miles or other covered service listed below subject to noted exceptions. **You** are entitled to one (1) covered service within a seventy two (72) hour period. Covered services not obtained through **Us** are limited to a maximum reimbursement amount of fifty dollars (\$50).

- **Towing** - Up to fifteen (15) miles at no out of pocket expense to **You**. Additional mileage is available and will be negotiated prior to sending out a service vehicle. Additional mileage is to be paid by **You** directly to the service provider at the time of service.
- **Mechanical First Aid**: Any minor adjustment that a dispatched service provider might perform to allow **Your Covered Vehicle** to proceed safely under its own power.
- **Tire Service**: Includes changing a flat tire with **Your** good spare.
- **Battery Service**: Jumpstart or boost a dead battery.
- **Delivery Service**: Including gasoline, water, oil, or any supplies necessary to send **Your Covered Vehicle** on its way. **You** are responsible for the actual cost of fluid and/or supplies delivered.
- **Lockout Services**: **We** will send a locksmith if **You** are accidentally locked out of **Your Covered Vehicle**. Access to passenger compartment only.

Limit: No more than five (5) service calls within twelve (12) month(s) membership period or no more than three (3) within six (6) month(s) membership period.

RENTAL REIMBURSEMENT

You will be reimbursed for automobile rental expenses incurred if repair work to the **Covered Vehicle** is necessitated by reason of an accident with another vehicle which occurred while this Membership is in effect. Reimbursement for Auto Rental shall be for an amount of up to fifteen (\$15) a day for up to five (5) days during each membership period. For each occurrence, eligibility for reimbursement shall not commence until the second (2nd) day of such auto rental. If **You** are reimbursed by any insurance carrier, **We** are not responsible to reimburse **You**. Please be advised that **We** will only reimburse during the repair period and **We** cover the rental reimbursement only (this does not include taxes, insurance or any other surcharges which may be incurred at the time of rental). It is hereby agreed and understood that this Membership will be excess of any other valid and/or collectables coverages.

Claim Procedures: **You** must call **Us** at 888-684-9327, Monday through Friday, 9 am - 5 pm eastern time, within sixty (60) days of the incident. **You** will be provided with a claim form which **You** must complete and send back to **Us** along with the following: (a) police report; (b) original receipted bill from licensed auto rental agency; (c) receipted bill from repair service showing repaired car was released to **You**; (d) repair estimate from repair facility; (e) statement from the auto dealer showing that the repairs were made, the date the car came in for repair, and the date the car was released to **You**; (f) any other documentation that **We** reasonably request. **We** will only reimburse **You** for rental expenses that were incurred during the reasonable repair period.

Our Right to Recover Payment: If We make a payment under this Membership and You have the right to recover damages from another, You must: (a) Hold in trust for Us the proceeds of the recovery; (b) Reimburse Us to the extent of Our payment; and (c) Not prejudice Our rights to recover.

ADDITIONAL BENEFITS

- **Theft Hit & Run Protection:** We will pay a person, (excluding Member or Member's family) five hundred dollars (\$500) for information leading to the arrest and conviction of a person for the theft of a **Your Covered Vehicle** or tagged valuable articles.
- **Rental Car Discounts:** You may access car rental discounts for: NATIONAL (1-877-222-9058 ID# XZ41148 PIN# NSD); THRIFTY (1-800-367-2277 ID# 0010027892); and ENTERPRISE (1-800-736-8222 ID# XZ41148 PIN# NSD)
- **Concierge Benefits:** You may contact Our Concierge center at 1-855-963-1683, and give the producer code number listed on the front of this Agreement, twenty four (24) hours a day / seven (7) days a week, to speak with a representative who will assist You with the following concierge services: a) emergency message relays to family friends or co-workers; b) hotel and rental car availability; c) ATM locations; d) locate medical facilities; e) theme park and local attraction information; f) restaurant locations; g) movie schedules and locations; h) directional assistance; i) traffic alerts; and j) sport scores. **Please note:** Services provided are for informational purposes ONLY. You are responsible for making any/all payment arrangements and for setting up benefits that require additional billing, such as the actual cost of hotel rooms, rental cars, etc. Payment is to be made directly by You to the providers, vendors or establishments.

TERMS AND CONDITIONS

- **You, Your, Member** means the individual(s) listed in the registration section of this Membership;
- **We, Us or Our** means the Provider/Administrator of the 24/7 Roadside Assistance benefits and services;
- **Covered Vehicle** means any private passenger vehicle that is registered to the Member or to someone in the Member's household;
- All benefits are available to You up to Your benefit limit, as described throughout this Membership, without any additional payments. You are responsible for any non-covered expenses;
- Your Membership begins on the Effective Date as shown above and continues until the Expiration Date, unless cancelled or renewed.
- All of the benefits and services of Your 24/7 Roadside Assistance Membership are described herein and are applicable throughout the United States, Canada and Puerto Rico;
- All services and benefits are Administered through Nation Safe Drivers, LLC. dba Nation Safe Drivers located at 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431. *In California:* All services and benefits are Administered through Nation Motor Club, LLC. located at 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431. California Motor Club Permit Number: 5157-3. *In Alabama, Alaska & Utah:* All services and benefits are Administered through Nation Safe Drivers Services, Inc.;
- For Customer Service please contact the Administrator at 888-684-9327, Monday through Friday, from 8:30 am - 5 pm eastern time;
- All claims must be reported to the Administrator at 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431; 888-684-9327;
- You have the right to file a complaint by submitting a written complaint to Our Customer Service Department at 800 W. Yamato Road, Suite 100, Boca Raton, FL 33431 or by calling 1-888-684-9327, Monday through Friday, from 8:30 am - 5 pm eastern time;
- You may obtain a full copy of Our Company's privacy notice by sending a written request to the Administrator, Attention: Privacy Notice Department, 800 W. Yamato Road, Suite 100, Boca Raton, Florida 33431.
- This membership is being issued together with Your auto insurance policy. However, Your auto insurance policy and this membership are separate contracts providing separate coverages and benefits. For Your convenience, the fee for this membership is billed and collected by Your auto insurance provider. Please contact Your auto insurance provider for any billing inquiries or cancellation requests at 1-800-280-1466.

EXCLUSIONS

This Membership does not cover the following: a) Any violation of motor vehicle or traffic laws relating to the operation of a motor vehicle; b) Driving under the influence of intoxicating liquors, narcotics or psychedelic drugs; c) Driving without a valid operator's permit, or leaving the scene of an accident without disclosing identity, or failing to stop to ascertain injury and lend assistance (i.e. hit and run); d) When any motor vehicle is operated without permission of the owner thereof; e) Service for trucks in excess of one ton chassis, busses, trailers, tractors, or vehicles of dual wheel class; f) Any service requiring removal of snow or ice from or around Your Covered Vehicle(s), or from any driveway or premises, or street, highway or parking area; g) Gas/credit card receipts are not accepted; h) Reimbursement sought for any bill which, in Our opinion appears to be false or fraudulent, and not for the claimed services; i) Any parts of the Covered Vehicle, rental battery or return of rental battery. Supplies or accessories furnished by garage or service station shall be at the sole expenses of the Member; j) All repairs and material used in repairing flat tire, or services requiring more than one trip by garage or service station shall be at the sole expense of the Member; k) By being involved in any traffic accident or any accident involving a motor vehicle in which a Police Traffic Accident Report is not filed or made a matter of record; l) In which You or any person intentionally causes damage to the Covered Vehicle; drives in any competition, race or speed contest or in preparation for same; or causes any accident while committing or attempting to commit a felony or other illegal act including but not limited to fleeing from police; m) Due to war or any warlike act, whether war is declared or not, terrorism, acts of God or vandalism.

CANCELLATION

For Your convenience, the membership fee is billed in installments and included with Your auto insurance policy bill plan. Therefore, You understand and agree any cancellation, termination, reinstatement or renewal of Your auto insurance policy will automatically result in the same action applied to this membership effective the same date. We will not send You a separate cancellation or reinstatement notice for this membership. If this Membership is cancelled by You within thirty (30) days from the initial Effective Date, You will receive a full refund of the

amount paid. **You** must reimburse **Us** for any claims paid on **Your** behalf prior to cancellation. If **You** cancel this Membership after the first thirty (30) days, **You** will be refunded any unearned fees on a prorated basis. All cancellation requests must be submitted in writing to **Your** auto insurance provider and signed by **You**.

TRANSFER

This Membership cannot be transferred.

STATE PROVISIONS

The following state specific requirements apply if **Your** Membership was purchased in one of the following states:

CALIFORNIA

The Theft Reward benefit is replaced in its entirety by the following: We will pay a person, (excluding **Member's** family or relatives) five hundred dollars (\$500) for information leading to the arrest and conviction of a person for the theft of a **Member's Covered Vehicle(s)**.

TENNESSEE

The Theft Hit & Run Protection benefit in this Membership is not applicable.

UTAH

The Cancellation section of this Membership is replaced in its entirety by the following: For **Your** convenience, the membership fee is billed in installments and included with **Your** auto insurance policy bill plan. **You** may cancel this Membership within the first ten (10) days of the purchase date, if no claim has been made, and receive a refund of the amount paid. All cancellation requests must be submitted in writing to **Your** auto insurance provider and signed by **You**.

This Membership may be cancelled other than at **Your** request only under the following grounds: (1) Material misrepresentation; (2) Substantial change in the risk assumed, unless the insurer should reasonable have foreseen the change or contemplated the risk when entering into the Membership; (3) Substantial breaches of contractual duties, conditions, or warranties; (4) attainment of the age specified as the terminal age for coverage. If this Membership is canceled due to non-payment, **Your** auto insurance provider will mail written notice of cancellation to **You** and will cancel **Your** Membership no sooner than at least ten (10) days after the delivery or first-class mailing of a written notice. If this contract is canceled for any of the reasons listed above, **Your** auto insurance provider will mail written notice of cancellation to **You** and will cancel **Your** Membership no sooner than thirty (30) days after the delivery or first-class mailing of a written notice. However, if **Your** auto insurance provider cancels this **Membership** within the first fifty nine (59) days after the **Membership** purchase date, **Your** auto insurance provider will mail to **You** written notice of cancellation at least ten (10) days before cancellation date. If the auto insurance provider cancels this **Membership** at any time, **You** will be entitled to prorated refund of any unearned membership fees. Any reinstatement or renewal of **Your** auto insurance policy will automatically result in the same action applied to this membership effective the same date.

Other Office Locations:

Nation Motor Club, LLC., 818 West Seventh Street, Los Angeles, CA 90017
Nation Motor Club, LLC., 351 West Camden Street, Baltimore, MD 21201; (410) 225-2995
Nation Motor Club, LLC., 645 Lakeland East Drive, Suite 101, Flowood, MS 39232
Nation Motor Club, LLC., 208 North Broadway, Suite 313, Billings, MT 59404
Nation Motor Club, LLC. dba Nation Safe Drivers, 311 South Division Street, Carson City, NV 89703
Nation Motor Club, LLC., 123 East Marcy, Santa Fe, NM 87501
Nation Motor Club, LLC., 1833 South Morgan Road, Oklahoma City, OK 73128


Lauren Smith, Secretary 10/1

By **Your** signature below, **You** acknowledge and agree that **Your** acceptance of this Membership is voluntary. It is understood by the undersigned that coverage afforded under this Membership applies only to the **Member** listed above in the Membership Information section. This Membership does not comply with the financial responsibility or no-fault laws of any state or territory.

ELECTRONIC SIGNATURE ACCEPTED 04/03/24 02:42 PM CDT
Signature of Member(s) Date

THE GENERAL AUTO INS SVCS, INC 04/03/24 02:42 PM CDT
Signature of Seller Date

EXHIBIT "A"
BID TABULATION - BID FILE NO. 24-02
CITY OF NORTHPORT
LAWN MAINTENANCE
Bid Opening May 8, 2022
10:00 A.M.

BIDDER	TOTAL AMOUNT (HOURLY RATE)
Terrence Grant	\$25.00
All Things Lawn Maintenance	\$82.50
Milligan Family Farm	\$109.00
Navy Oaks Services	\$80.00
Taylor Fencing Plus	\$95.00
Steven's Wack n Sack	\$154.00
Hudco Landscape	\$150.00

Chris Cunningham
Opened By

M Williams
Witnessed By

[Signature]
Witnessed By



Mayor • De John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

**ADVERTISEMENT FOR BIDS
City of Northport, Alabama**

Bid File Number 24-02

LAWN MAINTENANCE SERVICE

Separate sealed BIDS for **Lawn Maintenance/Cutting Service** will be received by THE CITY OF NORTHPORT in the Council Conference Room at 3500 McFarland Blvd, Northport, AL, until 10:00 a.m. (local time), Wednesday, May 8, 2024, and then at said office publicly opened and read aloud.

The contract will consist of lawn cutting on private or public properties. Bids may not be withdrawn for thirty (30) days from the date of the bid opening.

The complete contract documents may be examined and obtained from the Planning & Inspections Department, located at Northport City Hall, 3500 McFarland Boulevard, Northport, Alabama 35476, or on the city's website, www.cityofnorthport.org, on the 'Public Notices' page.

All bidders must be able to obtain a Northport business license for the type of work for which the proposal is submitted if the bidder receives the contract.

The City of Northport reserves the right to waive any formality or to reject any and all bids.

Officer Ray McVay
Code Enforcement



Mayor • De John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

BID FILE NUMBER: 24-02

ISSUE DATE: April 17, 2024

BIDS WILL BE OPENED WEDNESDAY, MAY 8, 2024, AT 10:00 AM, IN THE COUNCIL CONFERENCE ROOM, 3500 MCFARLAND BLVD, NORTHPORT, AL, AND MAY NOT BE WITHDRAWN FOR THIRTY (30) DAYS AFTER SAID DATE.

SECTION A - GENERAL CONDITIONS

1. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- a) All bid submittals must be on the enclosed Bid Forms and all spaces for bid prices shall be filled in ink or typewritten.
- b) Bidder will not include federal taxes nor State of Alabama sales, excise, and use taxes in bid prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- c) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- d) Bidders are advised that all City Contracts are subject to all legal requirements provided for the Purchasing ordinance and/or State and Federal Statutes.
- e) Before submitting a Bid, the Bidder should be familiar with all contract conditions referred to in this document and any Addenda issued before the proposal submission date. Such Addenda will be incorporated with the Bid and shall be made a part of the contract documents. It shall be the Bidder's responsibility to ensure the Bid includes an acknowledgment of the receipt of all Addenda issued along with the Bid, the Bidder's Qualifications Statement and any other required documents.
- f) The bid amount will be for TOTAL cost to the City, per hour. Not a per person amount.

2. STATEMENT OF QUALIFICATIONS

Each bidder must complete and submit the included Bid Form, which will be used by the City to determine the ability of the Bidder to perform the work contemplated under this contract.

- a) The following license and permit information shall be provided:
 1. The bidder's City of Northport Business License (not required to submit a bid, but must be obtained upon contract award).
 2. Proof of liability insurance (not required to submit a bid, but must be obtained upon contract award).



Mayor • De John Hunter

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

- b) Failure to provide the above information will automatically result in a rejection of the bidder's submission. The City reserves the right to require additional documentation to support and/or clarify information provided.

3. SUBMISSION OF BIDS

- a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to Morgan Williams, Planning & Inspections, 3500 McFarland Blvd, Northport, Alabama 35476. **The name, address of the bidder, the bid file number, the date and hour of the bid opening shall be placed on the outside of the envelope.**
- b) If the Bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to Morgan Williams, Planning & Inspections, 3500 McFarland Blvd., Northport, Alabama 35476.
- c) Bids must be submitted on the forms furnished. Telegraphic bids will not be considered.

4. RIGHT TO REJECT BIDS

- a) The City may, however, reject all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.
- b) The City reserves the right to reject any or all bids, to waive minor defects or technicalities, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the City may deem necessary and in its interest.
- c) The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work. In addition to the information required in Section A, Item 2, the Bidder shall furnish to the City any other information and data for this purpose as the City may request.
- d) The City reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.
- e) Bidders must comply with all applicable local, state, and federal laws, codes and regulations.

5. WITHDRAWAL OF BIDS

- a) Bids may be withdrawn prior to the time set for the bid opening.
- b) Bids may not be withdrawn for 30 days after the time and date set for the bid opening.

6. LATE BIDS OR MODIFICATIONS

- a) Bids and modifications received after the time set for the bid opening will not be considered.
- b) Modifications in writing received prior to the time set for the bid opening will be accepted.



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 • Anwar Aiken

City Administrator • Glenda D. Webb

7. AWARD OF CONTRACT

- a) The contract will be awarded to the lowest responsible bidder.
- b) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded based on location and/or experience.
- c) A written award of acceptance, mailed or otherwise furnished to the successful bidder shall result in a binding contract.

8. COLLUSION

- a) The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

9. CONTRACT TERMINATION

- a) The City of Northport reserves the right to cancel this contract without cause or any portion thereof by giving ten (10) working days written notice to the Contractor.

SECTION B – SPECIAL CONDITIONS

1. LENGTH OF CONTRACT

- (a) This request is for the establishment of HOURLY PRICES for a 12 month period beginning July 11, 2024, and ending July 11, 2025. **Contract may be renewed for an additional 12 months upon written agreement of both parties.**

2. REQUESTS FOR CLARIFICATION

- (a) Any questions concerning this request should be directed to Officer Ray McVay, Code Enforcement, at (205) 339-7000.

3. BONDS & CITY LICENSE REQUIREMENTS

- (a) A bid bond is not required
- (b) The contractor must have or be able to obtain a City of Northport business license.



Mayor • Dr. John Hunter

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

4. INSURANCE REQUIREMENTS

- (a) Insurance Required. The Contractor shall maintain such insurance as will protect him/her from claims under workmen's compensation acts and from any other claims for damages to property, and or personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the City and shall be subject to the City's approval for adequacy of protection.

Insurance shall be written in comprehensive form by insurance companies rated A- or better by A.M. BEST and shall protect the Contractor and the City against claims for injuries to members of public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees or subcontractors and shall cover both on-site and off-site operations under this contract and insurance coverage shall extend to any motor vehicles or other related equipment, irrespective of whether the same is owned, non-owned or hired.

The obtaining and maintaining by Contractor and subcontractors of the insurance required herein does not relieve the Contractor of any responsibilities, obligations, or duties to the City pursuant to this contract.

- (b) Indemnity: The contractor shall indemnify and hold harmless, the city from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against him/her by reason of any act or omission of the said Contractor, his agents or employees, in execution of the work in the guarding of it. The limits of insurance are as follows: Comprehensive General Liability- policy covering bodily injury and property damage including premises, operations, products, and completed operations. \$500,000 per occurrence and \$1,000,000 aggregate.

Contractor agrees to indemnify and/or reimburse the City for any fines, violations, charges, suits, or sums of money imposed by the Alabama Department of Environmental Management (ADEM), Environmental Protection Agency (EPA), or any administrative agency on the City of Northport for any sewage or contaminate discharged or Wetlands regulations violation as a result of or arising out of the work by the contractor pursuant to this agreement.

- (c) Automobile Liability. Policy covering injury and property damage \$500,000 per occurrence and \$1,000,000 aggregate. Contractors Liability Insurance shall be effective for the duration of the work, plus any period of guarantee,
- (d) City's Right to Review Coverage. The City shall have the right to inspect and approve Contractor's insurance coverage herein required. Should the City deem it advisable to modify the coverage in any way, it shall so request of the Contractor in writing and should the Contractor fail to modify the coverage; the City may pay the cost of any increased coverage to take credit for any decreases as may be appropriate. Review or acceptance of insurance by the City or representatives of the City shall not relieve or decrease the responsibility of the Contractor hereunder.



Mayor • Dr. John Hinton

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District 5 • Anwar Aiken

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- (e) No Personal Liability of Public Officials: In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

SECTION C – SPECIFICATIONS

The following describes the minimum specifications and requirements of work:

1. RESPONSIBILITIES OF THE CONTRACTOR

- a) CONTRACTOR SHALL PERFORM MOWING, GRASS TRIMMING, LIGHT SHRUBBERY TRIMMING, AND THE REMOVAL OF LITTER, TRASH, AND LIGHT DEBRIS, SUCH AS TREE LIMBS. THE PROPERTIES INVOLVED WILL BE VACANT LOTS, OR RESIDENTIAL OR COMMERCIAL PROPERTIES THAT HAVE BEEN DETERMINED TO BE IN VIOLATION OF CITY ORDINANCES. THE CONTRACTOR WILL NOT BE REQUIRED TO CUT HEAVY GROWTH, BRUSH, OR HEAVY SHRUBBERY (I.E. “BUSH HOGGING”), TRIM TREES, REMOVE TREES, OR REMOVE DOWNED TREES.
- b) CONTRACTOR SHALL TRIM GRASS AROUND FOUNDATION OF ANY STRUCTURES (E.G. HOUSE, GARAGE, STORAGE SHED, ETC) AND FENCES. EDGING OF SIDEWALKS OR DRIVEWAYS IS NOT REQUIRED.
- c) CONTRACTOR MUST PROVIDE A WORKING, RELIABLE TELEPHONE NUMBER FOR SERVICE AREA CALLS.
- d) CONTRACTOR SHALL PERFORM WORK ON A TOTAL HOURLY RATE (I.E. NOT DEPENDENT ON NUMBER OF WORKERS). THE CITY WILL PAY A TWO-HOUR MINIMUM FOR EACH PROPERTY. ADDITIONAL TIME REQUIRED PER SITE WILL BE CHARGED AT THE SAME HOURLY RATE IN HALF-HOUR INCREMENTS. IF CONTRACTOR BELIEVES SITE WILL REQUIRE MORE THAN TWO HOURS OF WORK, THE CONTRACTOR WILL CONTACT THE CODE ENFORCEMENT OFFICER PRIOR TO BEGINNING WORK.
- e) THE TOTAL NUMBER OF JOBS ANNUALLY IS UNKNOWN. IN THE PAST 12 MONTHS, THE CITY IDENTIFIED APPROXIMATELY TWENTY (20) JOB SITES.
- f) Contractor will be contacted as needed by the Code Enforcement Officer and must perform designated maintenance for each site within seven (7) calendar days of notification. The number of sites and frequency of maintenance shall be at the sole discretion of the City. Some sites may require repeat maintenance.
- g) Contractor shall provide monthly invoices before the end of each month to the Department of Planning & Inspections for approval. Invoices must include each individual site listed by address or location, date of maintenance, number of hours, and total charges per location.
- h) Contractor shall notify the Code Enforcement Officer via phone or email within 24 hours of when each site is complete.
- i) Contractor shall provide the insurance coverage required.



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- j) Contractor shall furnish all necessary labor, supervision, equipment, materials, tools, transportation, supplies, insurance, licenses, and permits necessary to properly and legally complete the service functions of the Contract in an orderly and workmanlike manner.
- k) **Contractor is responsible for removal of all clippings, trimmings, litter, trash, and light debris from job site. It is not permissible to leave material curbside for City pickup.**
- l) Contractor shall supervise and direct the work of his employees to the best of his or her ability and be solely responsible for all techniques, procedures, coordination of services, and actions by his employees.
- m) Contractor service personnel shall maintain a neat appearance in suitable clothing.
- n) The Contractor shall ensure employees are equipped with adequate personal protective equipment while performing contract services. Such personal protective equipment may include, but is not limited to; goggles, safety glasses, face shields, gloves, safety vests, protective masks, etc.
- o) **Contractor shall take great care not to damage any private or city property. Any damages or repairs shall be the responsibility of the contractor.**
- p) The Contractor shall designate a project manager responsible for project performance and who shall be the City's primary point of contact regarding this project.
- q) Subcontractors may not be used to perform work in this contract.
- r) The contractor shall take all necessary precautions for the safety of employees on the Project and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on or about or adjacent to the premises where the project is being performed. He shall erect and properly maintain at all times, as required by conditions, and progress of the Project, all necessary safeguards for the protection of workmen and the public.
- s) Before the Project is considered as complete, all debris created by or in connection with the project must be removed by the Contractor and the premises left in a condition by the Contractor satisfactory to the City. Street, curbs, crosswalks, pavements, sidewalks, fences and other public and private property disturbed shall be restored to their former condition or better, and final payment will be withheld until such work is finished by the Contractor.

2. WORK HOURS AND SCHEDULING

- (a) All work must be performed between the hours of 7:00am and 5:00pm, Monday through Friday, excluding City Holidays.
- (b) Contractor shall provide the City with the name, business phone and cell phone number of person to be contacted to schedule all work. The contractor will be contacted as needed by the Code Enforcement Officer and must perform designated maintenance for each site within seven (7) calendar days of notification.



Mayor • DeLoach Hinton

Council Members

District 1 • Christy Bobo

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District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

BID FORM (PAGE 1 of 2)

Must type or print legibly in ink

**Bid File Number 24-02
LAWN MAINTENANCE SERVICE**

Company or Individual Name: _____

Mailing Address: _____

Office Phone: _____ Cell Phone: _____

How many years has company has been in business? _____

Names of Officers/Owners: _____

Current Number of Employees: _____

Brief description of company (attach additional sheets as necessary):

History of defaults, contract terminations or bankruptcies (attach sheets as necessary):

Please list clients comparable to Northport for whom you are/have provided services (attach sheets as necessary).

	<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Years of Service</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

I certify that the information supplied herein is true and correct.

Signature

Date

Printed Name and Title



Mayor • Dr. John Hinton

Council Members

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District 2 • Woodrow Washington, III

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District 5 • Anwar Aiken

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BID FORM (PAGE 2 of 2)

Must type or print legibly in ink

Bid File Number 24-02

LAWN MAINTENANCE SERVICE

Cost shall be submitted as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges and is the cost the City will pay, for the one (1) year term of any contract that is a result of this bid.

Company or individual name: _____

<u>Unit of Measure</u>	<u>Unit Cost</u>
Hourly Rate	\$ _____

1. City will pay Contractor upon successful completion and acceptance of services, within thirty (30) days upon receipt of invoice.
2. Bid amount is for total, hourly cost to the City for work performed (not per person or worker).
3. Invoices will be approved by the Planning & Inspections Department.
4. If a tabulation of bids is desired, enclose a self-addressed stamped envelope when submitting bid proposal. If more convenient, tabulations will be available for pickup after final award.
5. AWARDED CONTRACTOR MUST SUBMIT PROOF OF REQUIRED INSURANCE PRIOR TO CONTRACT BEGINNING DATE (SEE SECTION B).
6. AWARDED CONTRACTOR MUST HAVE OR OBTAIN A NORTHPORT BUSINESS LICENSE PRIOR TO CONTRACT BEGINNING DATE (SEE SECTION B).



Mayor • Dr. John Hinton

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**ADVERTISEMENT FOR BIDS
City of Northport, Alabama**

Bid File Number 24-02

LAWN MAINTENANCE SERVICE

Separate sealed BIDS for **Lawn Maintenance/Cutting Service** will be received by THE CITY OF NORTHPORT in the Council Conference Room at 3500 McFarland Blvd, Northport, AL, until 10:00 a.m. (local time), Tuesday, May 7, 2024, and then at said office publicly opened and read aloud.

The contract will consist of lawn cutting on private or public properties. Bids may not be withdrawn for thirty (30) days from the date of the bid opening.

The complete contract documents may be examined and obtained from the Planning & Inspections Department, located at Northport City Hall, 3500 McFarland Boulevard, Northport, Alabama 35476, or on the city's website, www.cityofnorthport.org, on the 'Public Notices' page.

All bidders must be able to obtain a Northport business license for the type of work for which the proposal is submitted if the bidder receives the contract.

The City of Northport reserves the right to waive any formality or to reject any and all bids.

Officer Ray McVay
Code Enforcement



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: May 20, 2024

SUBJECT: Resolution Authorizing the Mayor to Execute the Funding Agreement with the Alabama Department of Transportation for US-43 and Mitt Lary Rd. Improvements

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Brad Matthews, Tera Tubbs

Summary:

The Engineering department is requesting that the City Council authorize the Mayor to execute the funding agreement with the Alabama Department of Transportation for US-43 and Mitt Lary Rd. improvements. There will be no fiscal impact to the City. Documentation is attached.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

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

Motion for Consideration:

I move that the City Council authorize the Mayor to execute the funding agreement with the Alabama Department of Transportation for US-43 and Mitt Lary Rd. improvements.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE FUNDING
AGREEMENT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION FOR
US-43 AND MITT LARY RD. IMPROVEMENTS**

WHEREAS, the Engineering Department is requesting that the City Council authorize the Mayor to execute the funding agreement with the Alabama Department of Transportation for US-43 and Mitt Lary Rd. improvements; and,

WHEREAS, there will be no fiscal impact to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the Mayor is authorized to execute an agreement with the Alabama Department of Transportation for US-43 and Mitt Lary Rd. improvements, and there will be no fiscal impact to the City.

RESOLVED AND DONE THIS 20th DAY OF MAY 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Christy Bobo, Its President

Reading: May 20, 2024

Motion:

Second:

**PRELIMINARY ENGINEERING,
RIGHT-OF-WAY,
AND
CONSTRUCTION
AGREEMENT
FOR A
ALABAMA TRANSPORTATION REHABILITATION
AND IMPROVEMENT PROGRAM II
PROJECT**

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

**Project No. ATRP2-63-2021-375
CPMS Ref# 100072841, 100078712 & 100073301**

PART ONE (1): INTRODUCTION

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

WHEREAS, the STATE and the CITY desire to cooperate in the intersection improvements on SR-13 (US-43) at CR-56 (Mitt Lary Rd.) in Northport; Project# ATRP2-63-2021-375; CPMS Ref# 100072841, 100078712, and 100073301.

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

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. Alabama Transportation Rehabilitation and Improvement Program II (ATRIP II) Funds shall be limited to \$2,000,000.00 for this project. Any deficiency in ATRIP II funds or overrun in project costs will be borne by the CITY from CITY funds. In the event of an underrun in project costs, the ATRIP II funds will not exceed total project costs.
- B. The estimated cost and participation by the various parties is as follows:

<u>PRELIMINARY ENGINEERING</u>	ESTIMATED COST
ATRIP II Funds	<u>\$ 329,442.12</u>
 <u>RIGHT-OF-WAY</u>	
ATRIP II Funds	<u>\$ 285,000.00</u>

CONSTRUCTION
ATRIP II Funds

\$1,385,557.88

TOTAL (Incl. E&I)

\$2,000,000.00

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

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

PART THREE (3): PROJECT SERVICES

- A. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

The CITY will furnish all Right-of-Way for the project on CITY Right-of-Way and the STATE will furnish all Right-of-Way for the project on STATE Right-of-Way. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

An initial consultation to determine Right-of-Way requirements shall take place between the STATE and CITY prior to authorization of the Construction budget. Any Right-of-Way acquired that will be owned and maintained by the STATE will be acquired by the STATE with associated Right-of-Way acquisition costs as to be an eligible cost to this Agreement. Any Right-of-Way acquired that will be owned and maintained by the CITY will be acquired by the CITY with associated Right-of-Way costs to be an eligible cost as part of this Agreement.

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

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

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

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

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

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The STATE will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with STATE forces or with a consultant. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost as part of this Agreement.
- D. The STATE will furnish all construction engineering for the project with STATE forces or with a consultant as an eligible cost to the project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

PART FOUR (4): CONTRACT PROVISIONS

- A. Associated Construction cost will be an eligible cost as part of this Agreement.
The project will be let to contract by the STATE. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.
- B. If necessary, the STATE will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to this project. The STATE will be the permittee of record with ADEM for the permit. The STATE and the contractor will be responsible for compliance with the permit.
If necessary, the CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.
- C. The STATE will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- D. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- E. The STATE will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the STATE, its agents, servants, employees or facilities.

- F. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work on CITY Right-of-Way and maintain the project on CITY Right-of-Way in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- B. The STATE will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

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

The STATE will report the progress of the project. The STATE will also provide any information requested regarding the project under the Alabama Open Records Act.

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

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

- C. The STATE will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- D. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- E. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the STATE, for any audit performed on this project in accordance with Act No. 94-414 and Act No. 2019-2 (Rebuild Alabama Act).

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision

or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.

- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

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

ATTEST:

City of Northport, Alabama

By: _____

City Clerk (Signature)

By: _____

As Mayor (Signature)

Type Name of Clerk

(AFFIX SEAL)

Type Name of Mayor

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

By: _____

Legal Counsel for

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Wallace McAdory III, P.E.

West Central Region Engineer

Bradley B. Lindsey, P.E.

State Local Transportation Engineer

Edward N. Austin, P. E.

Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY

GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER_____

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

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

**Intersection improvements on SR-13 (US-43) at CR-56 (Mitt Lary Rd.) in Northport;
Project# ATRP2-63-2021-375; CPMS Ref# 100072841, 100078712, and 100073301.**

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

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

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

ATTESTED:

City Clerk

Mayor

_____day of _____, 20_____, and that such resolution is of record in the Minute Book of the City.

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

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

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

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

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

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 - 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 - 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

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

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

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

a. **Compliance with Regulations**

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

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

Pertinent Non-Discrimination Authorities:

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

EXHIBIT H

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

b. **Nondiscrimination**

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

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

c. **Solicitations**

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

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

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

e. **Sanctions for Noncompliance**

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

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

f. **Incorporation of Provisions**

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

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

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

EXHIBIT H
Page 4

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

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

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

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

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

EXHIBIT H

Page 5

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

CITYS' CERTIFICATIONS

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

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

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: May 20, 2024

SUBJECT: Resolution Authorizing the City Administrator to Execute an Agreement with Alabama Power Company for Relocation of Utilities for the MLK, Jr. Blvd. Improvements Project

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Brad Matthews, Tera Tubbs

Summary:

The Engineering department is requesting that the City Council authorize the City Administrator to execute an agreement with Alabama Power Company for relocation of utilities for the MLK, Jr. Blvd. Improvements project. The fiscal impact is estimated to be \$423,795.00; the cost is included in the City's 20% match for construction costs associated with the project. A copy of the utility agreement has been attached for reference.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. N/A Amount: \$ 423,795.00 (included in City's 20% construction match)

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute an agreement with Alabama Power Company for relocation of utilities for the MLK, Jr. Blvd. Improvements project.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH ALABAMA POWER COMPANY FOR RELOCATION OF
UTILITIES FOR THE MLK, JR. BLVD. IMPROVEMENTS PROJECT**

WHEREAS, the Engineering Department is requesting that the City Council authorize the City Administrator to execute an agreement with Alabama Power Company for relocation of utilities for the MLK, Jr. Blvd. Improvements project; and,

WHEREAS, the fiscal impact is estimated to be \$423,795.00; and,

WHEREAS, the estimated utility relocation cost is included in the City of Northport's 20% match for construction costs associated with the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized to execute an agreement with Alabama Power Company for relocation of utilities for the MLK, Jr. Blvd. Improvements project, and that the estimated cost for utility relocation will be included in the City's 20% match for construction costs associated with the project.

RESOLVED AND DONE THIS 20th DAY OF MAY 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Christy Bobo, Its President

Reading: May 20, 2024

Motion:

Second:

**REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY**

☒ Private Right-of-Way
☒ Public Right-of-Way

PROJECT NUMBER STPU-6317 (250)
CITY NUMBER _____
CITY _____

THIS AGREEMENT is entered into by and between the **CITY** of NORTHPORT
acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and
ALABAMA POWER COMPANY (DISTRIBUTION), hereinafter referred to
as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in NORTHPORT
CITY, Alabama, said project being designated as Project No. STPU-6317 (250) and consisting
approximately of the following: MARTIN LUTHER KING DRIVE IMPROVEMENTS FROM BRIDGE
AVENUE TO SNOW MILLS AVENUE. GRADE, DRAIN, PAVE, SIGNAL, AND LIGHTING.; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on private or public right-of-way, as
applicable, at places where they will interfere with the construction of said project unless said facilities are relocated;
and

WHEREAS, the **CITY** has determined that the relocation of the facilities hereinafter referred to is
necessitated by the construction of said project and has requested or ordered, as applicable, the **UTILITY** to relocate
same; and

WHEREAS, the Alabama Department of Transportation will use Federal funds allocated to the **CITY**, if
available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the
CITY'S expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the
above referenced project in accordance with the **UTILITY'S** plans and specifications as approved by the **CITY**,
so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans,
specifications and estimate of relocation cost are transmitted herewith and made a part hereof by reference.

2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama
Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both
installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama
Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual
on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for
both installation and maintenance of such facilities. Such manual is of record within the Alabama
Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

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

5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

6. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

7. The **UTILITY** will perform the work of relocation:

- (a) ☐ by **UTILITY'S** own forces
- (b) ☐ by contract let by the **UTILITY**
- (c) ☐ by an existing written continuing contract where the work is regularly performed for the **UTILITY**
- (d) ☒ by combination of the preceding (as shown in detail on the estimate).

8. The detailed relocation cost estimate will be itemized and attached to this agreement. With respect to facilities located on the **UTILITY'S** private right-of-way, the **CITY** will reimburse the **UTILITY** for the actual cost of relocation, as may be adjusted below. With respect to facilities located on public right-of-way, the **CITY** will reimburse the **UTILITY** for all or part of the actual cost of relocation as required by the laws of Alabama, as may be adjusted below.

- a. The **STATE'S** share of the engineering charges shall be limited to the "in-kind" work only.
- b. The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation, is \$ 423,795.00. The total estimated cost including betterment is \$ 0.00.
- c. If an adjustment for betterment is applicable, the **CITY** will reimburse the **UTILITY** for 100 percent of the actual cost of relocation and the remaining 0 percent thereof shall be for the account of the **UTILITY** for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the **CITY** reserves the right to recalculate the percentages at any time.

9. The **UTILITY** will keep accurate and true records of all expenditures made by it in the process of such relocation. Records will be kept in accordance with 23 CFR 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to the **STATE**.

10. The **UTILITY** will, during the progress of the work and for three years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of the **STATE** and of the Federal Highway Administration to verify amounts and items covered in the reimbursement for relocation of facilities covered herein. Said records will be available for examination at

600 North 18th Street, Bln# 12S-0782

Birmingham, Al. 35291

11. The **UTILITY** will, within six (6) months following completion of the relocation, furnish the **CITY** such papers, records, supporting documents and invoices as may be required by the **STATE** showing the cost of said relocation. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans for the **STATE'S** records.

12. Upon receipt of such documents and accounts as may be required by the preceding paragraph and upon completion and acceptance of such verification as the **CITY** may deem necessary, the **CITY** will reimburse the **UTILITY** for the actual cost of such relocation as verified by the **CITY**. In the event the actual verified cost, as accepted, exceeds the estimated cost, the **CITY** may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.

13. Paragraphs numbered 14 through 18 set forth below are applicable to this Agreement only if some or all of the **UTILITY** facilities to be relocated hereunder are located on private right-of-way of the **UTILITY**; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

14. Where the **UTILITY** has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the **CITY** by the **UTILITY** for review and approval.

15. If the **UTILITY** is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the **UTILITY** will convey to the **CITY** by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

16. In the event the **UTILITY** is not required to relocate any of its facilities which are located on its private right-of-way, the following provisions shall apply:

- a. To the extent the **UTILITY** has the right to so agree the **CITY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.
- b. The subordination of the **UTILITY'S** private right-of-way to the right of the **CITY** to construct, operate, and maintain said highway will be effective and operative only to such air, surface and sub- surface rights as may reasonably be required and are necessary for the construction, operation, and maintenance of said highway, and to enable the **CITY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the **STATE'S** responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.
- c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the **UTILITY** for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the **UTILITY** and the **CITY**.

17. If the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on the same private right-of-way, the following provisions shall apply:

- a. To the extent the **UTILITY** has the right to so agree, upon completion of the relocation provided for herein, the **CITY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.

- b. The subordination of the **UTILITY'S** private right-of-way to the right of the **CITY** to construct, operate and maintain said highway will be effective and operative only to such air, surface and sub- surface rights as may reasonably be required and are necessary for the construction, operation and maintenance of said highway, and to enable the **CITY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the **CITY'S** responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.
- c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the **UTILITY** for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the **UTILITY** and the **CITY**.

18. If the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

- a. The cost of relocation will include reimbursement for acquisition of right-of-way by the **UTILITY** to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the **UTILITY**.
- b. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State laws in effect at the time such relocation is made; provided, however, the **UTILITY** will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of- way if such future relocation is outside the highway right-of-way and such relocation is required by the **CITY**, and provided that the prior relocation from private right-of-way to public right-of- way was without compensation to the **UTILITY** for its compensable property interest in its private right-of-way.

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

20. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

21. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

22. Paragraph 23 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

23. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

24. In accordance with Title 23, U.S.C. Sec 313, Buy America, steel and iron materials and products used on this utility relocation shall comply with the Buy America requirements of 23 CFR 635.410. Minor items of foreign steel may be used if their cost is less than \$2,500 or one-tenth of one percent of the agreement amount, whichever is greater. Eligibility for reimbursement is subject to audit for compliance with the Buy America Requirement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized, and this agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the State Local Transportation Engineer.

The **CITY** requests that (100%**CITY** funds; Federal participation) be used for the utility work in this agreement.

WITNESS:

Shane Perkins

BY:

Alabama Power Company

(Legal Name of Utility)

Joshua Phillips

(Signature)

Joshua Phillips

(Type or Printed Name)

Transmission Line Services Supervisor

(Type or Printed Title)

600 North 18th Street, 12S-0872

(Address)

Birmingham, Al. 35291

(Address)

RECOMMENDED FOR APPROVAL:

BY:

CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF

NORTHPORT

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE:



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: May 20, 2024

SUBJECT: Resolution Authorizing the City Administrator to Accept a Proposal from All Star Service Pros, LLC for Data/Comm Wiring for the New Public Works Building

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Brad Matthews, Tera Tubbs

Summary:

The Engineering department is requesting that the City Council authorize the City Administrator to accept a proposal from All Star Service Pros, LLC for data/comm wiring for the new Public Works building. The fiscal impact to the City will be \$12,846.00. Documentation is attached.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. Amount: \$12,846.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to accept a proposal from All Star Service Pros, LLC for data/comm wiring for the new Public Works building.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT A
PROPOSAL FROM ALLSTAR SERVICE PROS LLC FOR DATA/COMM WIRING
FOR THE NEW PUBLIC WORKS BUILDING**

WHEREAS, the Engineering Department is requesting that the City Council authorize the City Administrator to accept a proposal from Allstar Service Pros, LLC for data/comm wiring in the new Public Works building; and,

WHEREAS, the total cost of the wiring service will be \$12,846.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized to accept a proposal from Allstar Service Pros, LLC for data/comm wiring in the new Public Works building, and the fiscal impact to the City will be \$12,846.00.

RESOLVED AND DONE THIS 20th DAY OF MAY 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Christy Bobo, Its President

Reading: May 20, 2024

Motion:

Second:



(205) 339-7827

ELECTRICAL, FENCING & GATE OPERATORS

PO BOX 1032
NORTHPORT, AL 35476

PROPOSAL

We herby propose to furnish all materials and labor for the proposed project per the described specifications.

LOCATION:

City of Northport
P.O Box 569
Northport, AL. 35476
Public Works Building
Attn: Scott Murphy

Date: 4/26/2024

PROJECT DESCRIPTION:

Install Data/Comm wiring for telephone/computer and TV's per supplied bid drawings dated 10/03/2023. To include (2) cat 6 drops to each phone/computer location and (1) cat 6 drop to each TV location. Terminate drops in offices and install face plates.

Total: \$12,846.00

Excludes: Any after hours work or any work outside the above scope

SUBMITTED BY: _____

J. Kevin Boswell

ACCEPTANCE

This proposal may be withdrawn if not accepted within (30) thirty days from the proposal date. Any alterations or deviations from the above specifications involving additional cost will only be executed upon prior written approval. By accepting this proposal you agree to the terms set forth by All Star Service Pros. LLC. All payments are due net (30) thirty days from time of completion.

OWNER/REP: _____ DATE: ____/____/____

www.allstarservicepro.com



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: May 20, 2024

SUBJECT: Resolution Authorizing the City Administrator to Accept a Proposal from Wright Fitness Equipment, Inc. for Fitness Equipment for the New Public Works Building

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Brad Matthews, Tera Tubbs

Summary:

The Engineering department is requesting that the City Council authorize the City Administrator to accept a proposal from Wright Fitness Equipment, Inc. for fitness equipment for the new Public Works building. The fiscal impact to the City will be \$20,239.00. Documentation is attached.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. Amount: \$20,239.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to accept a proposal from Wright Fitness Equipment, Inc. for fitness equipment for the new Public Works building.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT A
PROPOSAL FROM WRIGHT FITNESS EQUIPMENT, INC. FOR FITNESS
EQUIPMENT FOR THE NEW PUBLIC WORKS BUILDING**

WHEREAS, the Engineering Department is requesting that the City Council authorize the City Administrator to accept a proposal from Wright Fitness Equipment, Inc. for fitness equipment for the new Public Works building; and,

WHEREAS, the total cost of the equipment will be \$20,239.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized to accept a proposal from Wright Fitness Equipment for fitness equipment for the new Public Works building, and the fiscal impact to the City will be \$20,239.00.

RESOLVED AND DONE THIS 20th DAY OF MAY 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Christy Bobo, Its President

Reading: May 20, 2024

Motion:

Second:



Wright Fitness Equipment INC
Po Box 361043
Birmingham, AL 35236

Estimate

DATE	ESTIMATE #
6/26/2023	Q-4803

BILL TO
HAMNER NORTHPORT PUBLIC WORKS 1781 HARPER RD NORTHPORT, AL 35476

SHIP TO
HAMNER NORTHPORT PUBLIC WORKS 1781 HARPER RD NORTHPORT, AL 35476 BHAMNER@CITYOFNORTHPORT.ORG 659-239-0408

Item	Description	Qty	Rate	Amt
KIT-CX-100	CX-100 KIT Package (Including 12 weight pegs, 2 bar holder, band attachments, band storage) WILL NEED 2 SINGLE BAR HOLDERS	1	\$2,076.00	\$2,076.00
WRI-C-DIP	Wright C Series Dip Attachment	1	\$108.00	\$108.00
WRI-WFIB-D1	Wright D1 Flat to Incline Bench USA	1	\$640.00	\$640.00
WRI-GHD-D1	Wright GHD USA	1	\$574.00	\$574.00
WRI-LE/LC	Wright Leg Extension / Curl	1	\$897.00	\$897.00
WRI-RHDRACK-D1-72	RHD Rack 5-50 72" 3 Tier custom color 2x2 Upright	1	\$560.00	\$560.00
WRI-RHDRACK-D1-48	RHD Rack 5-50 48" 3 Tier custom color 2x2 Upright	1	\$250.00	\$250.00
WRI-KBTRAY48"	Kettle Bell Tray 48"	2	\$114.00	\$228.00
WRI-MBTRAY	Medicine Ball Tray for RHDRACK	1	\$106.00	\$106.00

Sales Non-Inventory	Non-Inventory Sales Item PREACHER CURL	1	\$500.00	\$500.00
WRI-WRD-005	5lb. Rubber Hex Dumbbell	2	\$6.00	\$12.00
WRI-WRD-010	10lb. Rubber Hex Dumbbell	2	\$12.00	\$24.00
WRI-WRD-015	15lb. Rubber Hex Dumbbell	2	\$18.00	\$36.00
WRI-WRD-020	20lb. Rubber Hex Dumbbell	2	\$24.00	\$48.00
WRI-WRD-025	25lb. Rubber Hex Dumbbell	2	\$29.00	\$58.00
WRI-WRD-030	30lb. Rubber Hex Dumbbell	2	\$35.00	\$70.00
WRI-WRD-035	35lb. Rubber Hex Dumbbell	2	\$41.00	\$82.00
WRI-WRD-040	40lb. Rubber Hex Dumbbell	2	\$47.00	\$94.00
WRI-WRD-045	45lb. Rubber Hex Dumbbell	2	\$53.00	\$106.00
WRI-WRD-050	50lb. Rubber Hex Dumbbell	2	\$59.00	\$118.00
WRI-WRD-055	55lb. Rubber Hex Dumbbell	2	\$64.00	\$128.00
WRI-WRD-060	60lb. Rubber Hex Dumbbell	2	\$70.00	\$140.00
WRI-WRD-065	65lb. Rubber Hex Dumbbell	2	\$76.00	\$152.00
WRI-WRD-070	70lb. Rubber Hex Dumbbell	2	\$82.00	\$164.00
WRI-WRD-075	75lb. Rubber Hex Dumbbell	2	\$88.00	\$176.00
WRI-WRD-080	80lb. Rubber Hex Dumbbell	2	\$93.00	\$186.00

3G-ER	3G Cardio Elite Runner Treadmill	1	\$3,999.00	\$3,999.00
OCT-Pro310	Pro 310 Octane Commercial Elliptical	1	\$3,785.00	\$3,785.00
CON-C2 Model D	Concept 2 Rower Model D with PM5 Monitor (BLACK)	1	\$990.00	\$990.00
WRI-AMP-USA-2.5	Wright AMP Bumper Plate 2.5lb	2	\$6.00	\$12.00
WRI-AMP-USA-05	Wright AMP Bumper Plate 5lb	2	\$12.00	\$24.00
WRI-AMP-USA-10	Wright AMP Bumper Plate 10lb	4	\$18.00	\$72.00
WRI-AMP-USA-25	Wright AMP Bumper Plate 25lb	2	\$39.00	\$78.00
WRI-AMP-USA-45	Wright AMP Bumper Plate 45lb	6	\$68.00	\$408.00
WRI-KBB-06	6kg / 13lb. Kettlebell	2	\$24.00	\$48.00
WRI-KBB-08	8 kg./18lb. Kettlebell (1/2 Pood)	2	\$32.00	\$64.00
WRI-KBB-12	12 kg /26 lb Kettlebell	2	\$48.00	\$96.00
WRI-KBB-16	16 kg /35 lb Kettlebell (1 Pood)	2	\$52.00	\$104.00
WRI-KBB-20	20 kg /44 lb Kettlebell	2	\$66.00	\$132.00
WRI-MB-BL-010 V.3	10 lb. Medicine Ball V.3	1	\$65.00	\$65.00
WRI-MB-BL-016 V.3	16 lb. Medicine Ball V.3	1	\$71.00	\$71.00
WRI-MB-BL-020 V.3	20 lb. Medicine Ball V.3	1	\$74.00	\$74.00
WRI-MB-BL-025 V.3	25 lb. Medicine Ball V.3	1	\$82.00	\$82.00

WRI-WSLM-10	Wright Slam Ball 10LB	1	\$13.00	\$13.00
WRI-WSLM-15	Wright Slam Ball 15LB	1	\$15.00	\$15.00
WRI-WSLM-20	Wright Slam Ball 20LB	1	\$20.00	\$20.00
WRI-WSLM-25	Wright Slam Ball 25LB	1	\$23.00	\$23.00
WRI-WSLM-30	Wright Slam Ball 30LB	1	\$31.00	\$31.00
WRI-NG20-BLACK-BLACK	BLACK-BLACK-NG20	1	\$275.00	\$275.00
WRI-WECEB	Elite Curl Bar	1	\$90.00	\$90.00
Delivery/Install		1	\$1,650.00	\$1,650.00
Sales Non-Inventory	Non-Inventory Sales Item HEAVY BAG AND STAND	1	\$485.00	\$485.00
			SUBTOTAL	\$20,239.00
			SHIPPING	\$0.00
			DISCOUNT	\$0.00
			TAX	\$0.00
			TOTAL	\$20,239.00



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

AGENDA ITEM NO. 9.c.1.
MEETING DATE: May 20, 2024
SUBJECT: Minutes, May 6, 2024

Unfinished Business:
Public Hearing:

New Business:
First Reading:

Consent Agenda: X
Second Reading:

Prepared By: Malorie Mixon

Approved By: Glenda Webb

Summary:

The attached document includes the minutes from May 6, 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 May 6, 2024 Council Meeting and said action will be reflected in the minutes of the City Council.

The regular called Meeting of the Northport City Council convened at **5:30 p.m.** on **Monday, May 6, 2024** at Northport City Hall, located at 3500 McFarland Blvd, Northport, AL, 35476, in the Council Chambers. The invocation was offered by Mayor Hinton and President Bobo led the assembly in the Pledge of Allegiance. Upon roll call, the following were found to be present: Pro Tem Washington, Councilman Wiggins, Councilman Dykes, Councilwoman Aiken and President Bobo. Also present at tonight's meeting, Mayor Hinton and City Administrator Webb.

PRESENTATIONS

Mayor Hinton presented two proclamations for Businesses of the Month. Brad was present to receive for Northport Auto Supply and Michael received the proclamation for Northport Electrical Supply.

APPROVAL OF AGENDA

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to **approve the agenda for the May 6, 2024, Council Agenda as printed. Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

VISITORS TO ADDRESS COUNCIL

There were no visitors to address council.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Pro Tem Washington **offered for a first reading**, the ordinance ordering **demolition of an unsafe structure located at 6810 32nd Street**. The Chief Building Official has found that the structure located at 6810 32nd Street is unsafe and dangerous to the public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

Pro Tem Washington **offered for a first reading**, the ordinance ordering **demolition of an unsafe structure located at 1207 15th Court**. The Chief Building Official has found that the structure located at 1207 15th Court 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.

Councilwoman Dykes **offered for a first reading**, the resolution accepting **Municipal Improvements Except Final Layer in Glen Crest Phase III**. Section 306 of the Subdivision Regulations specifies that after certain criteria have been met by the developer, the City Engineer is to recommend to the Council acceptance of the municipal public improvements constructed as part of a development. Glen Crest, LLC has met the requirements of Section 306 for Glen Crest Subdivision Phase III. The staff recommends that the Council adopt the attached resolution accepting maintenance of the municipal public improvements constructed as part of that development, except for final layer of asphalt. Maintenance will begin upon adoption of the attached resolution.

Councilwoman Dykes **offered for a first reading**, the resolution accepting **Municipal Improvements Except Final Layer in Glen Crest Phase IV and V**. Section 306 of the Subdivision Regulations specifies that after certain criteria have been met by the developer, the City Engineer is to recommend to the Council acceptance of the municipal public improvements constructed as part of a development. Glen Crest, LLC has met the requirements of Section 306 for Glen Crest Subdivision Phases IV and V. The staff recommends that the Council adopt the attached resolution accepting maintenance of the municipal public improvements constructed as part of that development, except for final layer of asphalt. Maintenance will begin upon adoption of the attached resolution.

Councilman Wiggins **offered for a first reading**, the ordinance amending **City Code Chapter 74 utilities relating to extensions for service for airport related projects**. This ordinance amends Chapter 74 of City Code to allow extension of water service to publicly owned property serving the Tuscaloosa National Airport where such extension is feasible and has been approved by Council.

Councilman Aiken **offered for a first reading**, the resolution **abandoning a portion of utility and access easement within the Northport Church of God Subdivision**. The Northport Church of God

property has an unused 20-foot utility and access easement across it. The property owner wishes to build over said easement. Utilities and Engineering has reviewed and approved abandoning the easement, in accordance with this resolution.

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to adopt **Resolution 24-62** **Resolution Declaring an Emergency and Authorizing Emergency Equipment Purchase.** Declaring an emergency and authorize an emergency equipment purchase from Hydra Service, Inc., in the amount of \$18,970.00 for a replacement pump for #2 Pump Station. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Pro Tem Washington to adopt **Resolution 24-63** **Authorizing Water Service Outside of City Limits for Property Located at 12512 Arvada Drive.** Mr. James Pope has property located at 12512 Arvada Drive, that cannot presently be annexed into the city because the property is not contiguous. The address is outside of the city limits and inside 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. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 24-64** **Authorizing an Application to the U.S. Department of Transportation for the Safe Streets for All Supplemental Grant.** The City of Northport was previously awarded grant funding in the amount of \$192,000 through the USDOT Safe Streets for All grant program to develop a safety action plan. USDOT is currently accepting applications for supplemental grant funding to expand the scope of the action plan through planning and demonstration activities. The Engineering department is requesting authorization to submit an application. If awarded, a 20% match is required, in an amount not-to-exceed \$50,000. Matching dollars are budgeted in 2022 Northport First Grant Match funds. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilman Aiken to adopt **Resolution 24-65 Approving Traffic Safety Goals for the City of Northport.** The City of Northport received a U.S. Department of Transportation Safe Streets for All grant to develop a safety action plan for the Northport community. As part of the receipt of grant funds, the City is required to develop goals and a timeline to significantly reduce roadway fatalities and serious injuries. Adoption of this resolution will allow City staff to start implementing policies, programs, and plans to begin achieving that goal. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Pro Tem Washington to adopt **Resolution 24-66** **Authorizing the City Administrator to Execute a Contract with Lavender, Inc. for the Sanitary Sewer Improvements at Applewood Drive Project.** The City of Northport opened bids for the Sanitary Sewer Improvements at Applewood Drive project on April 24, 2024. The lowest responsible bidder that met the bidding qualifications was Lavender, Inc. The Engineering department is requesting authorization to award the contract to Lavender, Inc. in the amount of \$407,612.05. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 24-67** **Authorizing Amendment No. 1 to Task Order Directive No. 1 with Chambliss King Architects, LLC for River Run Park.** The City Council previously approved a master services agreement and task order directive no. 1 for architectural and design services with Chambliss King Architects, LLC for River Run Park. The fee for basic services under task order directive no. 1 has been exceeded and City staff is requesting an amendment in the amount of \$84,029.49. The amendment to task order directive no. 1 will be funded from bond proceeds. **Roll call was as follows:** Pro Tem Washington, Yes;

Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilman Aiken to adopt **Resolution 24-68 Authorizing Task Order Directive No. 2 with Chambliss King Architects, LLC for River Run Park.** The City Council previously approved the execution of a master services agreement and task order directive no. 1 with Chambliss King Architects, LLC for River Run Park architectural and design services. City staff would now like to proceed with employing Chambliss King Architects to provide the services under task order directive no. 2 in the amount of \$1,004,952.71. Task order directive no. 2 will be funded with bond proceeds. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 24-69 Adopting The Municipal Water Pollution Prevention Annual Report.** Each year the Alabama Department of Environmental Management (ADEM) requires all municipalities with wastewater systems to complete a Municipal Water Pollution Prevention (MWPP) Annual report. This report sets forth actions and schedules necessary to maintain effluent requirements contained in the NPDES Permit and also helps to prevent the bypass and overflow of raw sewage within the collection system or treatment plant and

- Continue placement of wastewater infrastructure data on the City's Geographic Information System (G.I.S.)
- Continuing implementation of the City's Pump Station Replacement Plan.
- Continue development of in-place rehab program guidelines for gravity lines and begin implementation.
- Continue with scheduled completion of a mechanical sludge dewatering facility for the Wastewater Treatment Plant.
- Continue with implementing outfall line relocation project.

As required by the Alabama Department of Environmental Management (ADEM), I am attaching a resolution formally acknowledging that the Council has received, reviewed and approved the MWPP Annual report. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Pro Tem Washington to adopt **Resolution 24-70 Awarding Bid for Water Treatment Plant Chemical System Improvements.** On March 5, 2024, the Utilities Department for the City of Northport accepted bids for the Water Treatment Plant Chemical System Improvements. One (1) bid was received. Alabama Bid Law, Section 41-16-50(b)(4), Code of Alabama 1975, allows negotiation through informal bids when only one bid is received. The John Plott Company, Inc., provided the lowest cost bid in accordance with said negotiation process. The department is recommending that the Council accept the proposal from The John Plott Company, Inc., for the Water Treatment Plant Chemical System Improvements, in the amount of \$690,465.00. **Roll call was as City follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Aiken, **Second** by Councilman Wiggins to adopt **Resolution 24-71 Authorizing the City Administrator to Execute an Agreement with the Alabama Department of Transportation for Relocation of Utilities for the MLK, Jr. Blvd. Improvements Project.** **Roll call was as follows:** Pro Tem Washington, Abstain; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried.**

Motion by Councilman Wiggins, **Second** by Councilman Aiken to adopt **Resolution 24-72 Authorizing the City Administrator to Execute an Agreement with the State of Alabama for Martin Luther King Jr Boulevard, Phase II (Roadway Improvements).** The City of Northport received State of Alabama, Alabama Department of Transportation funding through the Tuscaloosa Area Metropolitan Planning Organization for the Martin Luther King Jr. Boulevard Phase II roadway improvements project. The City of Northport will be responsible for a 20% match on construction and construction and engineering inspection costs, while the State will fund 80% of the project costs. Approval of this resolution will authorize the execution of an agreement with the State for funding. **Roll call was as follows:** Pro Tem Washington, Abstain; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 24-73 Appointing a Board Member, Carrie Turner, to the Ability Alliance of West Alabama.** The Northport City Council appoints members to the Ability Alliance of West Alabama. Carrie Turner is currently a member of the board and her appointment expired in March 2024. The Executive Director of Ability Alliance of West Alabama has requested that Carrie Turner be reappointed to the board for a six-year term expiring in March 2030. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 24-74 Appointing a Board Member, Linda Harris, to the Ability Alliance of West Alabama.** The Northport City Council appoints members to the Ability Alliance of West Alabama. Linda Harris is currently a member of the board and her appointment expired in April 2024. The Executive Director of Ability Alliance of West Alabama has requested that Linda Harris be reappointed to the board for a six-year term expiring in April 2030. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

CONSENT AGENDA

Motion by Councilwoman Dykes, **Second** by Pro Tem Washington to **approve the Consent Agenda** as printed for the **May 6, 2024, Council Meeting:**

1. Minutes, May 6, 2024, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition - Office of the District Attorney, Tuscaloosa County - \$10,332. This reimburses the Office of the District Attorney for their assistance with the Police Departments sale of firearms. The Police Department collected \$41,328 in the sale and the D.A.'s Office, pursuant to Ala. Code, is entitled to 25% for a total of \$10,332 for their role in the process.
4. Purchase Requisition - Water Girl Consulting, \$7,500.00. Wastewater Grade II & Grade IV Certification Training for 3 employees. The training will take place at the Wastewater Treatment Plant, May 13-17, 2024.
5. Purchase Requisition - Civilworx Construction, LLC., in the amount of \$9,450.00, for asphalt repairs at three (3) locations where the Utilities Department repaired leaks. The three (3) locations are 3306 Royal Oak Circle, 5505 Harborview Lane, and 13th Ave & Rev. OS Harvey St.
6. Purchase Requisition - Crimson Carpet & Flooring, in the amount of \$19,976.00, for materials and labor to install new LVP flooring at the Water Treatment Plant.
7. Purchase Requisition - CDW Government, LLC., for Nutanix software license renewal for the city's servers. The software renewal is for 3 years total cost \$62,200.00.
8. Purchase Requisition - ATT Mobility for VPN software renewal for the Public Safety and Utilities Department. Total cost \$9,600.00.
9. Purchase Requisition - Electric Motor Sales & Service, in the amount of \$11,500.00, for a replacement aeration blower for the Wastewater Treatment Plant. The current blower has reached its useful life and must be replaced in order to continue normal operations at the Wastewater Treatment Plant.
10. Purchase Requisition - DSL Electric, Inc., in the amount of \$7,737.00, is for labor and materials to replace a transformer at the Water Treatment Plant Intake.
11. Purchase Requisition - Video Industrial Services to provide all equipment, material, and labor required to perform pressurized chemical grouting for offset joints in order to seal the failing culverts that caused the sinkhole at 3608 Kennebec Street in the amount of \$13,750.00.
12. Purchase Requisition – U.S. Army Corps of Engineers, \$16,000 for Wastewater Treatment Plant Outfall Line.

REPORTS OF SPECIAL COMMITTEES OF COUNCIL

There was no unfinished business.

PUBLIC HEARINGS

- A. There were **no** Public Hearing items on the agenda for the **Engineering Department**.
- B. There were **no** Public Hearing items on the agenda for the **Legal Department**.
- C. There was **two** Public Hearing items on the agenda for the **Planning & Inspection Department**.

a. Second Reading, Ordinance Rezoning of approximately 1.91 acres located at the east dead end of Northcreek Boulevard

- i. President Bobo Opened the Floor for item 11.c.1.
- ii. There were no speakers for item 11.c.1.
- iii. President Bobo Closed the Floor for item 11.c.1.

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Ordinance 2222 Amending the comprehensive zoning ordinance for the City of Northport, Alabama**. Northcreek Properties, LLC is requesting rezoning of approximately 1.91 acres located at the east dead end of Northcreek Boulevard from C-3 (General Commercial) to RS-SD (Residential Special District). **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

b. Second Reading, Ordinance Rezoning of approximately 69.45 acres located at the east dead end of Northcreek Boulevard

- i. President Bobo Opened the Floor for item 11.c.2.
- ii. There were no speakers for item 11.c.2.
- iii. President Bobo Closed the Floor for item 11.c.2.

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Ordinance 2223 Amending the comprehensive zoning ordinance for the City of Northport, Alabama**. Sullivan Properties, LLC requests rezoning of approximately 69.45 acres located at the east dead end of Northcreek Boulevard from RS-1 (Single-Family Residential) to RS-SD (Residential Special District). **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

- D. There were **one** Public Hearing items on the agenda for the **Police Department**.

c. ABC License Application Lost Management Group II, LLC 2715 McFarland Boulevard, Northport, AL 35476

- i. President Bobo Opened the Floor for item 11.d.1.
- ii. There were no speakers for item 11.d.1.
- iii. President Bobo Closed the Floor for item 11.d.1.

Motion by President Bobo, **Second** by Councilman Wiggins to approve **Lost Management Group II, LLC ABC License**. Pursuant to the investigation on Michael Alan Cole of Manchester, Iowa, Benjamin Scott Powell of Meridian, MS, and Caine Hanson Conway of Tuscaloosa, AL of: Lost Management Group II, LLC 2715 McFarland Blvd. Northport, AL 35476 A criminal investigation was made by this department and no record of the individual was found. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

CITY ADMINISTRATOR’S BUSINESS

No official business to discuss.

DEPARTMENTAL BUSINESS

No official business to discuss.

MAYOR AND COUNCIL MEMBER’S BUSINESS

Mayor Hinton – Recognized Glenda Webb, City Administrator, for the outstanding leadership and great accomplishments that have been achieved during her 3 years at the City of Northport.

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

Pro Tem Washington, District 2 – Shared how he enjoyed the first dance that took place May 2nd at the newly renovated Northport Community Center.

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

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

Councilman Aiken, District 5 – Invited everyone to join him at his first citizen engagement meeting Tuesday, May 7th at 5:30 at Flatwoods Elementary School.

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

There being no further business to come before the Council, the meeting was **adjourned at 5:59 p.m.**

Christy Bobo, President

ATTEST:

Glenda D. Webb, City Administrator



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

AGENDA ITEM NO. 9.c.2.
MEETING DATE: May 20, 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 5/2/2024 - 5/15/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
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
Woodgrain Transportation LLC	INV0022106	05/02/2024	Business License Overpayment..	750.00
Tuscaloosa County District Att...	INV0022130	05/09/2024	CONSENT 5/6/24	10,332.00
				31,868.97
Department: 13 - Mayor & City Council				
Verizon	9962004273	05/02/2024	Acct 942073882-00001	315.21
Terri Lane Photography	110975	05/02/2024	anwar headshot	85.00
Verizon	9962393531	05/09/2024	Acct 423469999-00001	49.41
Verizon	INV0022045	05/02/2024	anwar aiken cell phone	64.89
Department 13 - Mayor & City Council Total:				514.51
Department: 15 - Administrative				
U.S. Postal Service	INV0022109	05/02/2024	POSTAGE BY PHONE	0.64
P & C Heating & Air Conditioni...	202245828	05/09/2024	City Hall - RTU 2 & 3 replacem...	11,446.14
Lowe's Home Centers Inc.	984180	05/09/2024	Lowes-Tall planters for East lo...	137.85
Express Employment Professi...	30616059	05/02/2024	kiara admin temp services	640.49
Verizon	9962004273	05/02/2024	Acct 942073882-00001	154.11
Amazon Capital Services	1LGR-YYJL-9613	05/02/2024	roberts rules for mal	15.98
Spire	INV0022054	05/02/2024	512 Main Ave 4973862222	52.56
Spire	INV0022059	05/02/2024	3401 Main Ave C 0420679877	329.41
Beacon Cleaning Service	33480	05/02/2024	Cleaning of Community Center..	275.00
Verizon	9962393531	05/09/2024	Acct 423469999-00001	183.51
Express Employment Professi...	30652147	05/09/2024	kiara thomas admin temp	1,067.49
Staples Business Advantage	6001649725	05/02/2024	ADMIN - Copy Paper - Copy R...	663.84
Stericycle Inc.	8006923305	05/09/2024	payer # 1000280675	138.54
Tuscaloosa Tire & Service Cen...	N287549	05/09/2024	Admin Tahoe #6848 (Glenda) -...	282.99
USI Insurance Svc LLC Alabama	5030653	05/02/2024	Public Officials Bond Glenda ...	75.00
DP Holdings LLC	INV0022048	05/02/2024	Property Lease - May 2024	2,750.00
Alabama Power Company	INV0022128	05/09/2024	1100 UCP Pkwy 53590-97014	307.68
Alabama Power Company	INV0022125	05/09/2024	1513 12th St Complex 03738-...	24.51
Kentu Nutrition LLC	0001	05/09/2024	Invoice- KenTu Nutrition LLC	250.00
Amazon Capital Services	1PNG-VH7M-XLFL	05/02/2024	Office Supplies Admin	105.11
PCI Technologies	55081A	05/09/2024	City Hall - annual fire alarm te...	225.00
USI Insurance Svc LLC Alabama	5041801	05/09/2024	Right of Way Bond Renewal	500.00
Cintas	4191772843	05/09/2024	Payer # 14353428	51.68
USI Insurance Svc LLC Alabama	5044692	05/09/2024	Pymt 4 of Installment Policy # ...	106,236.15
Verizon	INV0022114	05/09/2024	jordan cell phone	49.99
Regions Bank	INV0022118	05/09/2024	2021 B Warrants - May 2024	48,505.29
Regions Bank	INV0022121	05/09/2024	2016 GF Series - May 2024	79,212.50
Amazon Capital Services	1N9K-9YV9-16TH	05/09/2024	Plastic Serving Trays withr lids	138.63
Department 15 - Administrative Total:				253,820.09
Department: 16 - Legal				
U.S. Postal Service	INV0022109	05/02/2024	POSTAGE BY PHONE	12.64
Verizon	9962004273	05/02/2024	Acct 942073882-00001	131.39
Verizon	9962393531	05/09/2024	Acct 423469999-00001	48.71
Staples Business Advantage	6001649720	05/02/2024	Toner Cartridges	660.08
Staples Business Advantage	6001649726	05/02/2024	Assorted Office Supplies	347.04
Ron Davis	INV0022135	05/09/2024	Office Supplies - Reimbursem...	70.18
Local Government Services LLC	1771	05/02/2024	Assistance with Franchise Agr...	5,500.00
Mary Virginia Buck	INV0022049	05/02/2024	Retainer Services - May 2024	350.00
Gilmore Rowley Crissey & Wil...	16197	05/02/2024	Title Summary Report for Tyler	250.00
Department 16 - Legal Total:				7,370.04

Expense Approval Report

Payment Dates: 5/2/2024 - 5/15/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Department: 17 - Municipal Court				
U.S. Postal Service	INV0022109	05/02/2024	POSTAGE BY PHONE	122.96
Staples Business Advantage	6001649722	05/02/2024	SUPPLIES	204.64
Christopher Edward Allen	INV0022051	05/02/2024	Special Judge 4/26/24	875.00
Krebs Law LLC	INV0022065	05/02/2024	Judicial Services - City Prosecu...	3,953.50
Paul W. Patterson II P.C.	INV0022066	05/02/2024	Judicial Services - Municipal J...	5,953.50
Christopher Edward Allen	INV0022134	05/09/2024	Special Judge 5/3/24	875.00
Department 17 - Municipal Court Total:				11,984.60
Department: 22 - Information Technology				
SHI International Corp.	B18145877	05/09/2024	AZURE ACTIVE DIRECTORY PER..	22,540.90
SHI International Corp.	B18145877	05/09/2024	O365 G3 GCC SUB PER USER	66,684.60
Verizon	9962004273	05/02/2024	Acct 942073882-00001	80.02
Comcast Cable	INV0022058	05/02/2024	3721 26th Ave OFC 8396 90 0...	338.59
Comcast Cable	INV0022056	05/02/2024	5410 Hwy 69N 8396 90 014 0...	423.35
Comcast Cable	INV0022057	05/02/2024	5410 Hwy 69N 8396 90 014 0...	253.85
T-Mobile US Inc.	INV0022063	05/02/2024	Acct 976900299	317.04
Verizon	9962393531	05/09/2024	Acct 423469999-00001	178.74
Dell Marketing LP	10745142978	05/02/2024	OptiPlex 7010 Win 11 Small Fo..	3,668.90
Dell Marketing LP	10745142978	05/02/2024	Latitude 5430 Rgd, XCTO Rugg...	13,245.78
Dell Marketing LP	10745142978	05/02/2024	OptiPlex 7010 Win 11 Small Fo..	1,467.56
Dell Marketing LP	10745142978	05/02/2024	OptiPlex 7010 Win 11 Form Fa...	1,467.56
Comcast Cable	INV0022129	05/09/2024	2001 Park St 8396 90 014 032...	263.72
SecuriT360 LLC	7655	05/02/2024	CONSENT 4/1/24- IT - BLANKET	7,650.00
Xerox Corporation	IN2740804	05/09/2024	Per Copy Charge 3/29-4/28/24	773.37
Peerless Network	49875	05/02/2024	CITYOFNO8441	2,614.69
Peerless Network	50005	05/01/2024	CITYOFNO4051	426.35
New Horizons Communication...	C1010191	05/02/2024	CORP-779914	228.47
Spectrum Business	INV0022136	05/09/2024	4900 Mitt Lary Rd 8314 10 234..	180.67
Tammie Rundles	INV0022133	05/09/2024	IT - Employee Reimbursement ..	80.00
Tammie Rundles	INV0022133	05/09/2024	IT - Employee Reimbursement ..	3.36
Tammie Rundles	INV0022133	05/09/2024	IT - Employee Reimbursement ..	8.00
Amazon Capital Services	1N9C-9WL9-4XJ4	05/02/2024	Acer PNY NVIDIA T1000 Graph...	339.99
Amazon Capital Services	17VP-RPT1-Q1JC	05/09/2024	APC UPS 1500 VA Battery Bac...	184.99
Amazon Capital Services	1KFJ-4KXV-PR1W	05/09/2024	LogiTech C920e webcam	185.97
Amazon Capital Services	1KFJ-4KXV-PR1W	05/09/2024	ScanSnap iX1400 Scanner	349.99
Amazon Capital Services	1KFJ-4KXV-PR1W	05/09/2024	APC UPS 1500 VA Battery Bac...	1,664.91
Amazon Capital Services	1KFJ-4KXV-PR1W	05/09/2024	ViewSonic 24 inch Monitor	109.99
Department 22 - Information Technology Total:				125,731.36
Department: 25 - Finance				
U.S. Postal Service	INV0022109	05/02/2024	POSTAGE BY PHONE	193.28
U.S. Postal Service	INV0022109	05/02/2024	POSTAGE BY PHONE	1,623.14
Tyler Technologies	025-457588	05/09/2024	Touchscreen 10 Prox-Reader ...	1,204.00
Government Finance Officers ...	INV0021988	04/18/2024	FIN - Membership Dues	100.00
Verizon	9962004273	05/02/2024	Acct 942073882-00001	235.58
Northport Gazette The	INV0022043	05/02/2024	ordinance 2220 advertisement	93.45
Staples Business Advantage	6001649728	05/02/2024	FIN - OFFICE SUPPLIES	146.16
Digital Assurance Certification...	68261	05/02/2024	FIN - Central Doc Repository	2,500.00
Department 25 - Finance Total:				6,095.61
Department: 26 - Human Resources				
U.S. Postal Service	INV0022109	05/02/2024	POSTAGE BY PHONE	82.40
Verizon	9962004273	05/02/2024	Acct 942073882-00001	131.39
Gene Lary's Trophy Shop	258647C	05/02/2024	Retirement Plaque - Johnny C...	46.07
Phelps Jenkins Gibson & Fowl...	214	05/09/2024	Monthly Fee March 2024	1,600.00
DCH Occupational Medicine	00020470-00	05/09/2024	New Hire/Post-Accident/Rand...	797.00
DCH Occupational Medicine	00020470-00	05/09/2024	New Hire/Post-Accident/Rand...	283.00
Cobbs Allen & Hall Inc.	63408	05/09/2024	Monthly Fee May 2024	1,250.00
Department 26 - Human Resources Total:				4,189.86
Department: 28 - Planning & Inspections				
U.S. Postal Service	INV0022109	05/02/2024	POSTAGE BY PHONE	589.58

Expense Approval Report

Payment Dates: 5/2/2024 - 5/15/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
SHI International Corp.	B18126615	05/09/2024	Shaun's AutoCAD renewal 20...	707.25
Office Depot	18041783	05/09/2024	Office Depot - Binding Clips	12.49
Northport Gazette The	INV0022115	05/09/2024	Bid Ad for 24-02 Lawn Mainte...	60.90
Verizon	9962004273	05/02/2024	Acct 942073882-00001	222.77
Verizon	9962393531	05/09/2024	Acct 423469999-00001	268.50
Northport Gazette The	INV0022044	05/02/2024	ordinance 2221 advertisement	122.50
Department 28 - Planning & Inspections Total:				1,983.99

Department: 32 - Engineering

U.S. Postal Service	INV0022109	05/02/2024	POSTAGE BY PHONE	3.55
Thompson Engineering Inc	240202427	03/21/2024	CE&I Services - Watermelon R...	3,268.30
Thompson Engineering Inc	240202433	03/21/2024	Proposal for Resurfacing 2023	14,219.80
SHI International Corp.	B18126615C	05/09/2024	AutoCAD Subscriptions	3,496.98
Verizon	9962004273	05/02/2024	Acct 942073882-00001	405.82
Verizon	9962393531	05/09/2024	Acct 423469999-00001	239.19
Amazon Capital Services	1CVJ-M7W9-TWV1	05/09/2024	Office Supplies	56.28

Department 32 - Engineering Total: 21,689.92**Department: 33 - Police**

U.S. Postal Service	INV0022109	05/02/2024	POSTAGE BY PHONE	53.96
Galls LLC	027442673	05/02/2024	Galls	103.96
Pro-Vision LLC	SMX-21801	05/02/2024	Invoice SMX-21801	3,250.00
Alabama Law Enforcement Ag...	ALEA24001147	05/02/2024	L.E.T.S Services	3,555.00
VC3 INC.	146389	05/09/2024	Dessktop Backup 4/15-5/15	150.00
Municipal & Commercial Unif...	411600	05/09/2024	Rice and Winters Uniforms	147.99
Municipal & Commercial Unif...	411626	05/09/2024	Rice and Winters Uniforms	102.45
CentralSquare Technologies L...	408565	05/02/2024	COUNCIL APPROVED 2.19.24 -...	2,535.00
Verizon	9962004273	05/02/2024	Acct 942073882-00001	200.05
CDW Government LLC	QT56628	05/02/2024	cables for vehilcle printers	265.20
Spire	INV0022052	05/02/2024	3000 Charlie Shirley Rd 21140...	37.71
GFL Environmental Inc.	UI00000027250	05/02/2024	Acct UI1703	409.74
Verizon	9962393531	05/09/2024	Acct 423469999-00001	40.01
CentralSquare Technologies L...	409003	05/02/2024	COUNCIL APPROVED 2.19.24 -...	602.44
Staples Business Advantage	6001649718	05/09/2024	PD - Office Supplies	39.50
Staples Business Advantage	6001649723	05/09/2024	PD - Office Supplies	37.96
Staples Business Advantage	6001649724	05/09/2024	PD - Office Supplies	687.80
Wittichen Supply Co. Inc.	S104262987.001	05/02/2024	PD Compound - parts to repair..	568.45
Mobile Communications Amer...	663001645-3	05/02/2024	Lght and Radio Installation	8,000.00
Spire	INV0022124	05/09/2024	3721 26th Ave 1177523333	22.37
Tuscaloosa Tire & Service Cen...	N287586	05/09/2024	PD #458 -new tires & alignme...	638.59
State of Alabama	INV0022050	05/02/2024	Tower Lease - May 2024	500.00
Wittichen Supply Co. Inc.	S104277205.001	05/09/2024	PD Compound - repairs to AHU..	30.16
Gulf States Distributors Inc.	1466020-IN	05/09/2024	AGENDA 4.15.24 - PD Body A...	1,107.94
Mobile Communications Amer...	663002047-1	05/09/2024	AGENDA 1.11.24 - Lightbars, c...	73,343.14
Batteries Plus #239	P72348748	05/02/2024	Radio tower batteries	19.75
Amazon Capital Services	1C9P-VGVJ-LGFC	05/02/2024	Camera battery and flash	49.95
Municipal & Commercial Unif...	412122	05/09/2024	AGENDA 11.28.23 - PD Unifor...	51.95
Municipal & Commercial Unif...	412123	05/09/2024	Lollar and Reynolds uniforms	473.30
Municipal & Commercial Unif...	412124	05/09/2024	AGENDA 11.28.23 - PD Unifor...	63.95
PCI Technologies	55081B	05/09/2024	Police Department - annual fir...	400.00
Northport Electrical Supply Inc.	V1041703	05/09/2024	PD Compound - motor for Chil...	825.00

Department 33 - Police Total: 98,313.32**Department: 35 - Fire**

The Sherwin Williams Company	2341-0	05/02/2024	Paint and paint supplies - St. 4	624.20
Kelsey Taylor	INV0022068	05/02/2024	*AGENDA* Employee Reimbu...	144.00
Walmart	INV0022067	05/02/2024	Tylenol and Aspirin	20.62
Mobile Communications Amer...	651002639-1	05/02/2024	Handheld Radio Repair	165.00
Spire	INV0022122	05/09/2024	5410 HWy 69N 8439444444	229.88
Spire	INV0022123	05/09/2024	1101 MLK Blvd 5305862222	136.17
Alabama Fire College	8612a	05/02/2024	Passenger vehicle rescue - Kyle..	350.00
Alabama Fire College	8612b	05/02/2024	Passenger Vehicle Rescue - Jo...	350.00

Expense Approval Report

Payment Dates: 5/2/2024 - 5/15/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Alabama Fire College Booksto...	97076	05/02/2024	Vehicle Rescue and Extrication...	225.90
One Source Office Products LLC	OE-QT-6468-2	05/02/2024	Station 1	42.55
Amazon Capital Services	1GMG-6N39-CF9N	05/02/2024	Promo Items for Events	155.72
McFarland Ace Hardware	4493/2	05/02/2024	Denatured Alcohol - St. 2	16.32
Amazon Capital Services	13HT-W4GR-1X3Y	05/02/2024	Fire Station #3 - kitchen hood ...	153.47
PCI Technologies	55081C	05/09/2024	Fire Department - annual fire a..	225.00
PCI Technologies	55081C	05/09/2024	Fire Department - annual fire a..	300.00
PCI Technologies	55081C	05/09/2024	Fire Department - annual fire a..	250.00
PCI Technologies	55081C	05/09/2024	Fire Department - annual fire a..	250.00
Department 35 - Fire Total:				3,638.83
Department: 37 - Public Works				
U.S. Postal Service	INV0022109	05/02/2024	POSTAGE BY PHONE	2.56
Lowe's Home Centers Inc.	901107	05/09/2024	PW Shop - new hose & bags fo...	55.07
SHI International Corp.	B18126615B	05/09/2024	PW - AutoCAD subscription for..	1,748.49
Spire	INV0022060	05/02/2024	7645 HWy 69N 0429460782	15.62
ST Bunn Construction Co. Inc.	14273	05/09/2024	Construction - Blanket asphalt...	805.00
ST Bunn Construction Co. Inc.	14277	05/09/2024	Construction - Blanket asphalt...	431.48
Tuscaloosa Tire & Service Cen...	N287334	05/09/2024	PW #4270 - new front tires & a..	398.45
Burnum-Hahn Exterminators I...	907384	05/09/2024	Train Depot - termite control	320.00
Northport Auto Supply Co. Inc.	100839550	05/09/2024	Shop hand tools - grease pack...	26.82
Kimball Midwest	102116136	05/09/2024	PW Shop - drill bit set	527.63
ST Bunn Construction Co. Inc.	14320	05/09/2024	Construction - Blanket asphalt...	410.55
Tuskaloosa Lawn Equipment L...	246857	05/09/2024	PW chainsaw #700 - fuel line &..	27.37
Todd Shirley Grading Inc.	5743A	05/09/2024	PW Construction Stock - top so..	1,208.00
Trailer Store Plus LLC	67496	05/02/2024	PW #6715 - lift repair	62.02
Lowe's Home Centers Inc.	93659	05/02/2024	PW Beautification Supplies - ...	570.00
Lowe's Home Centers Inc.	93694	05/02/2024	PW Beautification Supplies - ...	570.00
Verizon	9962004273	05/02/2024	Acct 942073882-00001	262.78
Lowe's Home Centers Inc.	999707	05/09/2024	Comm Events - Blanket PO for...	76.89
Oldham Chemicals Co Inc	5228276	05/09/2024	PW Beautification equipment - ..	342.89
Todd Shirley Grading Inc.	5743B	05/09/2024	PW Construction Stock - top so..	1,208.00
Northwest Supply Co. Inc.	966385	05/02/2024	Building Supplies - urinal auger	43.40
Spire	INV0022055	05/02/2024	1781 Harper RD 7173423333	466.04
T-Mobile US Inc.	INV0022063	05/02/2024	Acct 976900299	1,154.82
Edko LLC	368742	05/09/2024	COUNCIL 4/4/22 - [8(b)3] - He...	3,013.31
Verizon	9962393531	05/09/2024	Acct 423469999-00001	634.35
Coker Water Authority	INV0022061	05/02/2024	Acct 101617	111.22
TSC Service & Supply Inc.	POS 7585	05/02/2024	PW Shop stock - panel bright f...	207.39
TSC Service & Supply Inc.	POS 7585	05/02/2024	PW Shop stock - panel bright f...	207.39
TSC Service & Supply Inc.	POS 7585	05/02/2024	PW Shop stock - panel bright f...	207.39
TSC Service & Supply Inc.	POS 7585	05/02/2024	PW Shop stock - panel bright f...	207.39
TSC Service & Supply Inc.	POS 7585	05/02/2024	PW Shop stock - panel bright f...	207.39
Lowe's Home Centers Inc.	901982	05/09/2024	Credit PO 24-2502	-269.10
Lowe's Home Centers Inc.	960693	05/09/2024	PW Maintenance - tools & equ..	241.84
Lowe's Home Centers Inc.	960693	05/09/2024	PW Maintenance - tools & equ..	42.21
Lowe's Home Centers Inc.	01099	05/02/2024	Community Events - Blanket ...	50.75
Staples Business Advantage	6001649721	05/02/2024	PW office supplies - paper & t...	73.78
Suburban Farms of Northport ...	865	05/09/2024	spring & summer flowers for C...	893.50
Tuscaloosa Tire & Service Cen...	N287584	05/09/2024	PW trailer #7664 - new tires	399.80
Tuscaloosa Tire & Service Cen...	N287585	05/09/2024	PW trailer #315K - new tire	89.90
Lowe's Home Centers Inc.	01438	05/02/2024	Comm Events - Blanket PO for...	57.42
ABZ Rentals	229560376	05/02/2024	Touch-a-Truck - cotton candy...	55.00
A-1 Alabama Key & Locksmith ...	501190	05/02/2024	Maintenance - Blanket to copy..	24.00
DCH Occupational Medicine	00020470-00	05/09/2024	New Hire/Post-Accident/Rand...	351.00
Waste Connections of Alabam...	1268	05/09/2024	Acct 6085-1018	23,033.25
Ervin's Workwear & Boots	220000087195	05/09/2024	PW employee uniform order -...	16,376.44
Ervin's Workwear & Boots	220000087195	05/09/2024	PW employee uniform order -...	1,486.78
Winfield Tool & Equipment Re...	379288-0001	05/02/2024	PW equipment rental - sod cut..	73.85
Cintas	4191080981	05/02/2024	Payer # 14353601	28.90
Cintas	4191081561	05/02/2024	Payer # 14385499	568.96

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Atlas Welding Supply Co. Inc.	610160	05/09/2024	BLANKET - 2024 nitrogen cylin...	14.65
Lowe's Home Centers Inc.	81721	05/09/2024	PW - blanket PO for emergenc...	11.36
Alabama Power Company	INV0022126	05/09/2024	352 McFarland Blvd Traffic/C...	28.04
Alabama Power Company	INV0022127	05/09/2024	603 McFarland Blvd Traffic/C...	29.77
Amason & Associates Inc	PW Reno & Addition Inv 5	05/09/2024	Public Works Building Addition..	261,692.29
Black Warrior Solid Waste	20240501-0233-10050	05/09/2024	Acct 34	24,883.84
Lowe's Home Centers Inc.	86902	05/09/2024	Comm Events - Blanket PO for...	26.56
Power and Rubber Supply	3449452	05/09/2024	PW #6714 - seals for hydraulic ..	21.73
Lowe's Home Centers Inc.	89539	05/09/2024	PW - blanket PO for emergenc...	38.70
Alabama Power Company	INV0022131	05/09/2024	1023 McFarland Blvd Traffic/C...	30.02
Amazon Capital Services	117L-NF4G-79DV	05/09/2024	Office Supplies - desk calendar...	17.67
Benton Sod Farm	669725	05/02/2024	PW Beautification - palisades ...	125.00
Jordan Bice	INV0022113	05/09/2024	Reimbursement - class B CDL ...	38.75
Amazon Capital Services	13HT-W4GR-M3JT	05/09/2024	CREDIT PO 24-2225 INV 1TDL-...	-48.99
Lowe's Home Centers Inc.	71050	05/09/2024	Comm Events - Blanket PO for...	201.96
Tuskaloosa Lawn Equipment L...	249494	05/09/2024	ROW stock - oil, line, trimmer ...	689.27
Lowe's Home Centers Inc.	74795	05/09/2024	PW ROW - hand tools for stock	327.49
Fred Robertson Wrecker Servi...	B47628-1	05/09/2024	PW #6714 - tow fee for service..	225.00
Amazon Capital Services	1JQG-FXWC-X3L3	05/09/2024	Beautification - fire ant bait	399.60
Cintas	4191772841	05/09/2024	Payer # 14353601	28.90
Cintas	4191779056	05/09/2024	Payer # 14385499	120.74
Lowe's Home Centers Inc.	79448	05/09/2024	PW ROW - hand tools for stock	113.92
Amazon Capital Services	11PH-LNPT-3XVM	05/09/2024	Office Supplies - WO jackets, fi...	87.26
Amazon Capital Services	1MY1-QYKC-1XLQ	05/09/2024	Public Works Appreciation- Pri...	511.08
Amazon Capital Services	1W7K-3T1V-31N9	05/09/2024	PW Office Supplies - file folder...	104.62
Lowe's Home Centers Inc.	82852	05/09/2024	Traffic - tools, equip & supplies..	199.64
Lowe's Home Centers Inc.	82852	05/09/2024	Traffic - tools, equip & supplies..	309.97
Lowe's Home Centers Inc.	82852	05/09/2024	Traffic - tools, equip & supplies..	99.04
Department 37 - Public Works Total:				349,435.87

Department: 39 - Utilities

USA BlueBook	INV00210551	05/09/2024	Lab Supplies for WWTP	462.50
U.S. Postal Service	INV0022109	05/02/2024	POSTAGE BY PHONE	17.38
U.S. Postal Service	INV0022109	05/02/2024	POSTAGE BY PHONE	112.08
Living Water Services	16018	05/02/2024	Council Approved - Lab Testing..	1,225.24
Lowe's Home Centers Inc.	971795	05/09/2024	Blanket - Misc. Supplies for W...	28.90
City of Tuscaloosa Water & S...	10620857	05/09/2024	Raw Water	30,467.70
Fred Robertson Wrecker Servi...	B47119-1	05/09/2024	Meter Truck #6985 Tow Fee	125.00
Empire Pipe and Supply Comp...	2140292	05/02/2024	2" Dresser Style Coupling	297.90
Northport Auto Supply Co. Inc.	100842569	05/09/2024	UT Truck #6985 Fuel Pump Dri...	351.28
Verizon	9962004273	05/02/2024	Acct 942073882-00001	502.84
Comcast Cable	INV0022064	05/02/2024	3521 3rd St S 8396 90 014 02...	475.70
Spire	INV0022053	05/02/2024	1000 Harpercreek dr 3698223...	15.62
Comcast Cable	INV0022062	05/02/2024	3950 3rd St S 8396 90 014 01...	318.55
T-Mobile US Inc.	INV0022063	05/02/2024	Acct 976900299	521.83
Southern Pipe & Supply	9456689-00	05/02/2024	6" Rubber Boots	152.90
The Eshelman Company Inc.	7950	05/02/2024	Submersible Pump	4,982.00
Verizon	9962393531	05/09/2024	Acct 423469999-00001	676.44
Northport Electrical Supply Inc.	V1040996	05/02/2024	Supplies for Wire Splice for W...	24.87
Jackson Thornton & Co. P.C.	135601	05/09/2024	Council Approved - Cost of Ser...	3,000.00
The Ground Floor	50113	05/09/2024	Centipede Sod	205.00
The Ground Floor	50113	05/09/2024	Zoysia Sod	195.00
Ander's Hardware Co. Inc.	N1236788	05/02/2024	Blanket - Misc Supplies for W...	7.99
Pace Analytical LLC	2435608044	05/02/2024	AGENDA (10/2/23) - Testing fo...	1,187.00
Cintas	4190662471	05/09/2024	Payer # 14385521	184.74
Misc Metals & Fabrication LLC	5606	05/02/2024	Spool piece flange	825.00
Staples Business Advantage	6001649719	05/02/2024	Blue Toner	343.37
Staples Business Advantage	6001649719	05/02/2024	Black Toner	194.44
Staples Business Advantage	6001649727	05/02/2024	Misc. Office Supplies	221.31
Southern Ionics Incorporated	690969	05/09/2024	Council Approved - Aluminum...	3,034.42
Southern Ionics Incorporated	690969b	05/09/2024	Council Approved - Aluminum...	1,489.14

Expense Approval Report

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Southern Pipe & Supply	9456110-00	05/02/2024	4" PVC Pipe	122.00
Southern Pipe & Supply	9456110-00	05/02/2024	8" PVC Pipe	448.00
Lowe's Home Centers Inc.	18669	05/02/2024	Credit PO 24-2100 Inv 94977	-15.00
Lowe's Home Centers Inc.	94977	05/02/2024	Blanket - Misc. Supplies for W...	112.22
Lowe's Home Centers Inc.	95717	05/02/2024	Blanket - Misc. Supplies for W...	64.62
Adam Holloway	INV0022042	05/02/2024	Fuel - Plant Inspections	44.01
Adam Holloway	INV0022042	05/02/2024	Meal Reimbursement - Plant I...	23.08
Adam Holloway	INV0022042	05/02/2024	Meal Reimbursement - Plant I...	22.74
Adam Holloway	INV0022042	05/02/2024	Meal Reimbursement - Plant I...	26.56
Lowe's Home Centers Inc.	79357	05/02/2024	Blanket - Misc. Supplies for W...	41.22
Tuesday Hardy	INV0022040	05/02/2024	Reimbursement for WW Grad...	70.00
Johnathan Nixon	INV0022041	05/02/2024	Reimbursement for Water Gr...	70.00
Cassady Company Inc The	Proj 20-135 Inv 32	05/09/2024	TOD #1 - Hwy 82 Pump Station	2,578.37
Cassady Company Inc The	Proj 23-106 Inv 8	05/09/2024	Council Approved - Lead Servi...	4,390.00
Cassady Company Inc The	Proj 23-130 Inv 6	05/09/2024	Council Approved - Sewer PS ...	1,601.70
Spectrum Business	0026538043024	05/09/2024	11405 Lary Lake Rd 8314 10 2...	89.99
Dell Marketing LP	10745764556	05/02/2024	AGENDA (4/15/24) - Replace...	5,970.18
Amazon Capital Services	11TT-M6KD-9CVL	05/02/2024	UPS Battery Backup and Surge...	283.98
Ferguson Enterprises LLC	1531491	05/02/2024	Locking Valve Lids	90.00
Ferguson Enterprises LLC	1532840	05/02/2024	Gaskets & Flange Kit for WWTP	155.88
Ricks Service Co LLC	240423-CNP-KCCI	05/02/2024	AGENDA (4/1/24) - Annual ...	5,500.00
Pace Analytical LLC	2420433192	05/02/2024	AGENDA (10/2/23) - Testing fo...	298.70
Cintas	4191081520	05/02/2024	Payer # 14385564	191.41
Cintas	4191081664	05/02/2024	Payer # 14385434	394.85
Business Supply & Printing	5613	05/02/2024	Water Quality Reports	1,873.50
Lowe's Home Centers Inc.	81523	05/09/2024	Blanket - Misc. Supplies for W...	89.15
Xerox Corporation	IN2740804	05/09/2024	Per Copy Charge 3/29-4/28/24	11.45
Xerox Corporation	IN2740804	05/09/2024	Per Copy Charge 3/29-4/28/24	107.89
Xerox Corporation	IN2740804	05/09/2024	Per Copy Charge 3/29-4/28/24	3.08
Empire Pipe and Supply Comp...	2149644	05/09/2024	2" Valve Box Risers	68.94
Empire Pipe and Supply Comp...	2149644	05/09/2024	1" Valve Box Risers	52.86
Empire Pipe and Supply Comp...	2149645	05/09/2024	Valve Box Lid for Drying Beds ...	24.36
Empire Pipe and Supply Comp...	2149645	05/09/2024	Short Valve Box Drying Beds at...	114.10
Spectrum Business	229584701050124	05/09/2024	ACCT 229584701	75.66
Verizon	3260000059273	05/02/2024	UT - GPS	467.75
Lowe's Home Centers Inc.	85191	05/09/2024	Blanket - Misc. Supplies for W...	74.48
Lowe's Home Centers Inc.	86250	05/09/2024	Super Tough Duck Tape	53.04
Southern Pipe & Supply	9384614-00	05/02/2024	Dual Socket Wrench	115.32
New Horizons Communication...	C1010191	05/02/2024	CORP-779914	202.48
Matt Gray	INV0022107	05/02/2024	Meal Reimbursement - Plant I...	24.39
Matt Gray	INV0022107	05/02/2024	Meal Reimbursement - Plant I...	12.09
U.S. Postmaster	INV0022110	05/02/2024	BOX 627 YEARLY RENTAL FEE	364.00
Burnum-Hahn Exterminators I...	INV0022111	05/09/2024	WWTP - Annual Termite Inspe...	280.00
Ander's Hardware Co. Inc.	N1237772	05/02/2024	Blanket - Misc Supplies for W...	48.97
Turkey Creek Sand & Gravel In...	10443-2	05/02/2024	Drying Bed Sand	865.30
Cintas	4191391490	05/09/2024	Payer # 14385521	183.71
Lowe's Home Centers Inc.	89396	05/09/2024	Blanket - Misc. Supplies for W...	11.38
Lowe's Home Centers Inc.	89617	05/09/2024	Blanket - Misc. Supplies for W...	18.55
Krebs Engineering Inc.	Proj 21050.08 Inv 11	05/09/2024	Council Approved - WWTP Slu...	2,278.70
Krebs Engineering Inc.	Proj 23037 Inv 6	05/09/2024	AGENDA (10/2/23) - TO 44 - C...	1,925.00
Lowe's Home Centers Inc.	75307	05/09/2024	Blanket - Misc Supplies for W...	64.18
Denali Water Solutions LLC	INV796816	05/09/2024	Council Approved - Sludge Re...	10,140.59
Ferguson Enterprises LLC	1531501	05/09/2024	Locking Valve Cap	216.00
Ferguson Enterprises LLC	1532946	05/09/2024	Valve Boxes for WWTP Drying...	340.00
Ferguson Enterprises LLC	1533403	05/09/2024	Blue Marking Paint	288.00
Cintas	4191778600	05/09/2024	Payer # 14385564	98.08
Cintas	4191779159	05/09/2024	Payer # 14385434	394.85
USI Insurance Svc LLC Alabama	5044692	05/09/2024	Pynt 4 of Installment Policy # ...	70,824.10
Lowe's Home Centers Inc.	79230	05/09/2024	Blanket - Misc Supplies for W...	9.96
Southern Pipe & Supply	9493327-00	05/09/2024	2" x 3/4" Brass Saddles PVC	278.40

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Southern Pipe & Supply	9493327-00	05/09/2024	2" Knock Ons	203.50
Regions Bank	INV0022116	05/09/2024	2021 A Warrants - May 2024	16,517.00
Regions Bank	INV0022117	05/09/2024	2021 A Warrants - May 2024	146,866.33
Regions Bank	INV0022119	05/09/2024	2016 WS Series - May 2024	23,804.17
Alabama Dept of Environment...	INV0022132	05/09/2024	WW Certification Exam Fee	650.00
Lowe's Home Centers Inc.	82356	05/09/2024	Blanket - Misc. Supplies for A...	14.98
Department 39 - Utilities Total:				354,276.94
Department: 41 - Outside Agency Funding				
Tuscaloosa Metro Animal Shel...	INV0022046	05/02/2024	Animal Control Contract - May...	16,828.25
Tuscaloosa County Emergency...	CN FY 24-2	05/02/2024	EMA Expenses FY24 Q2	24,108.37
Department 41 - Outside Agency Funding Total:				40,936.62
Department: 45 - 2019 Additional Sales Tax				
Alabama Dept of Transportati...	INV0022112	05/09/2024	Downtown Streetscape Phase ...	324.12
Isbell Insulation	583065	05/09/2024	Hasson Center - new board & ...	35,401.00
Regions Bank	CM0000142	05/09/2024	Earned Income Credit 2023 W...	-23,520.54
Porter-Higginbortham Enginee...	Proj 20th Street Park Inv 5	05/09/2024	13th Avenue Park - Design and..	4,355.20
Lowe's Home Centers Inc.	60688	05/09/2024	Community Center - blanket ...	37.44
SNAP Sports Tourism Consulti...	INV0022108	05/02/2024	Sports Complex Representati...	698.04
Cassady Company Inc The	Proj 23-140 Inv 4	05/09/2024	Storm Sewer Rehab (Flatwood...	1,250.00
SNAP Sports Tourism Consulti...	208	05/02/2024	Sports Complex Representati...	1,750.00
Regions Bank	INV0022120	05/09/2024	2023 GF Series - May 2024	231,450.63
P.O.E. Farm LLC	INV0022137	05/09/2024	community center popcorn cei..	1,720.00
Department 45 - 2019 Additional Sales Tax Total:				253,465.89
Grand Total:				1,565,316.42

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	1,191,116.18
19 - GASOLINE EXCISE TAX FUND	14,219.80
22 - MUNICIPAL COURT JUDICAL ADMIN FUND	5,703.50
50 - WATER & SEWER FUND	337,759.94
51 - WATER & SEWER DEVELOPMENT FEES FUND	16,517.00
Grand Total:	1,565,316.42

Account Summary

Account Number	Account Name	Payment Amount
01-10152	Accounts Receivable-AL...	20,786.97
01-13-110-50175	Sundry Expense	149.89
01-13-110-50312	Cell Phones	364.62
01-15-000-50000	Salaries & Wages	1,707.98
01-15-000-50102	Postage	0.64
01-15-000-50105	Office Supplies	768.95
01-15-000-50107	Office Furniture	137.85
01-15-000-50108	Equipment - Computers...	49.99
01-15-000-50175	Sundry Expense	138.54
01-15-000-50210	Professional Services	275.00
01-15-000-50226	Downtown Parking Lease	2,750.00
01-15-000-50250	Community Events	388.63
01-15-000-50312	Cell Phones	337.62
01-15-000-50350	Insurance - General Fund	106,811.15
01-15-000-50357	Janitorial Contracts - City...	51.68
01-15-000-50366	Maintenance & Repair - ...	282.99
01-15-000-50371	Maintenance - Facilities	225.00
01-15-000-50400	Training	15.98
01-15-000-50501	Utilities - Power	307.68
01-15-000-50590	Utilities - Other	406.48
01-15-600-70008	Series 2016 Warrants	79,212.50
01-15-600-70010	Series 2021 B Warrants	48,505.29
01-15-600-80000	Equipment	11,446.14
01-16-000-50102	Postage	12.64
01-16-000-50105	Office Supplies	1,077.30
01-16-000-50247	Outsourced Legal Servic...	6,100.00
01-16-000-50312	Cell Phones	180.10
01-17-000-50102	Postage	122.96
01-17-000-50105	Office Supplies	204.64
01-17-000-50373	Judicial Services - Court ...	5,953.50
01-22-000-50106	Office Equipment	3,609.21
01-22-000-50108	Equipment - Computers...	19,849.80
01-22-000-50111	Software - License & Ma...	89,225.50
01-22-000-50312	Cell Phones	575.80
01-22-000-50348	Utilities - Internet	4,729.69
01-22-000-50420	Travel	80.00
01-22-000-50422	Meals	11.36
01-22-600-80000	Equipment	7,650.00
01-25-000-50100	Dues	100.00
01-25-000-50102	Postage	1,816.42
01-25-000-50105	Office Supplies	146.16
01-25-000-50111	Software - License & Ma...	1,204.00
01-25-000-50112	Advertising	93.45
01-25-000-50210	Professional Services	2,500.00
01-25-000-50312	Cell Phones	235.58
01-26-000-50010	Hiring & Recruitment Ex...	797.00
01-26-000-50102	Postage	82.40
01-26-000-50210	Professional Services	1,250.00

Account Summary

Account Number	Account Name	Payment Amount
01-26-000-50239	Presentations & Awards	46.07
01-26-000-50267	Personnel Legal Expenses	1,600.00
01-26-000-50312	Cell Phones	131.39
01-26-000-50340	Drug Testing - Random	283.00
01-28-000-50102	Postage - Admin	589.58
01-28-000-50111	Software - License & Ma...	707.25
01-28-000-50112	Advertising - Admin	60.90
01-28-000-50312	Cell Phones	491.27
01-28-116-50112	Advertising - Planning C...	122.50
01-28-116-50175	Sundry Expense - Planni...	12.49
01-32-000-50102	Postage	3.55
01-32-000-50105	Office Supplies	56.28
01-32-000-50111	Software - License & Ma...	3,496.98
01-32-000-50312	Cell Phones	645.01
01-32-600-81003	MPO - Watermelon Road	3,268.30
01-33-000-50102	Postage	53.96
01-33-000-50105	Office Supplies	765.26
01-33-000-50111	Software - License & Ma...	3,400.00
01-33-000-50218	A.C.J.I.C. Computer - L.E....	3,555.00
01-33-000-50275	Body Armor	1,107.94
01-33-000-50283	Uniforms	943.60
01-33-000-50295	Evidence Collection Supp...	49.95
01-33-000-50312	Cell Phones	240.06
01-33-000-50355	Communication System -...	500.00
01-33-000-50361	Maintenance - Public Saf...	400.00
01-33-000-50367	Maintenance & Repair - ...	638.59
01-33-000-50368	Maintenance & Repair - ...	19.75
01-33-000-50382	Repair - Public Safety C...	1,423.61
01-33-000-50522	Utilities - Natural Gas	60.08
01-33-000-50590	Utilities - Other	409.74
01-33-600-80000	Equipment	84,745.78
01-35-210-50231	Fire Prevention & Educat...	155.72
01-35-210-50377	Supplies & Equipment - ...	16.32
01-35-210-50402	Training - Departmental	1,069.90
01-35-210-50412	Maintenance & Repair - ...	165.00
01-35-210-50520	Utilities - Natural Gas	366.05
01-35-211-50360	Maintenance - Station 1	225.00
01-35-211-50434	Janitorial Supplies - Stati...	42.55
01-35-212-50360	Maintenance - Station 2	300.00
01-35-213-50360	Maintenance - Station 3	250.00
01-35-213-50380	Repairs - Station 3	153.47
01-35-214-50360	Maintenance - Station 4	874.20
01-35-221-50242	Medical Supplies - Engin...	20.62
01-37-310-50010	Hiring & Recruitment Ex...	351.00
01-37-310-50102	Postage	2.56
01-37-310-50105	Office Supplies	283.33
01-37-310-50111	Software - License & Ma...	1,748.49
01-37-310-50261	Contract Shirts & Pants	17,123.94
01-37-310-50265	Boots and Hats	1,486.78
01-37-310-50277	Janitorial Supplies	55.07
01-37-310-50312	Cell Phones	2,051.95
01-37-310-50334	Equipment Rental	73.85
01-37-310-50400	Training	38.75
01-37-310-50423	Levee Spraying and Main...	3,013.31
01-37-310-50451	Solid Waste Authority C...	24,995.06
01-37-310-50458	Landfill - Advanced Disp...	23,033.25
01-37-310-50503	Power - Traffic Signals	87.83
01-37-310-50520	Utilities - Natural Gas	481.66

Account Summary

Account Number	Account Name	Payment Amount
01-37-311-50227	Equipment - Beautificati...	342.89
01-37-311-50234	Supplies - Beautification	2,765.49
01-37-311-50387	Supplies - Community Ev...	930.67
01-37-312-50234	Supplies - Construction	4,270.42
01-37-313-50234	Supplies - Garbage	207.39
01-37-314-50221	Hand Tools - Maintenanc...	16.14
01-37-314-50227	Equipment - Maintenanc...	42.21
01-37-314-50234	Supplies - Maintenance	50.06
01-37-315-50221	Hand Tools - Rights of W...	441.41
01-37-315-50234	Supplies - Rights of Way	896.66
01-37-316-50221	Hand Tools - Shop	26.82
01-37-316-50234	Supplies - Shop	542.28
01-37-318-50360	Maintenance - Public W...	24.00
01-37-322-50380	Repairs - Heavy Trucks	62.02
01-37-323-50380	Repairs - Trash Trucks	246.73
01-37-324-50360	Maintenance - Vehicles	398.45
01-37-325-50360	Maintenance - Trailers &...	489.70
01-37-326-50380	Repairs - Mowers & Light..	27.37
01-37-328-50221	Hand Tools - Traffic	199.64
01-37-328-50227	Equipment - Traffic	309.97
01-37-328-50234	Supplies - Traffic	99.04
01-37-329-50360	Maintenance - Train De...	320.00
01-37-331-50234	Supplies-Recycling	207.39
01-37-600-80006	Public Works Building R...	261,692.29
01-40000	Business License	750.00
01-40275	Miscellaneous Revenue	10,332.00
01-41-000-50803	Metro Animal Shelter	16,828.25
01-41-000-50812	EMA Annual Funding	24,108.37
01-45-000-54002	Sports Complex	2,448.04
01-45-000-54006	13th Avenue Park	4,355.20
01-45-000-54007	Series 2023 Warrants	207,930.09
01-45-000-54305	Storm Sewer Rehab/Rep...	1,250.00
01-45-000-54403	NPCC	1,757.44
01-45-000-54404	Hasson Ctr	35,401.00
01-45-600-54201	Downtown Streetscape	324.12
19-32-000-60062	Resurfacing Projects - City	14,219.80
22-17-000-50373	Judicial Services	5,703.50
50-39-510-50100	Dues	140.00
50-39-510-50102	Postage	381.38
50-39-510-50105	Office Supplies	759.12
50-39-510-50106	Office Equipment	11.45
50-39-510-50108	Equipment - Computers...	5,970.18
50-39-510-50261	Contract Shirts and Pants	1,447.64
50-39-510-50312	Cell Phones	1,701.11
50-39-510-50359	Fuel & Oil	44.01
50-39-510-50376	Service Contracts	467.75
50-39-510-50385	Raw Water Purchases	30,467.70
50-39-510-50396	Repairs - Vehicles	476.28
50-39-510-50403	Training - Technical	650.00
50-39-510-50422	Meals	108.86
50-39-510-50472	Insurance - Property	70,824.10
50-39-510-50473	Inventory Supplies	14.98
50-39-510-50520	Utilities - Natural Gas	15.62
50-39-510-50590	Utilities - Other	1,162.38
50-39-511-50102	Postage	112.08
50-39-511-50104	Printing & Duplication	1,873.50
50-39-511-50106	Office Equipment	107.89
50-39-512-50106	Office Equipment	3.08

Account Summary

Account Number	Account Name	Payment Amount
50-39-512-50300	Chemicals	4,523.56
50-39-512-50309	Hand Tools and Equipm...	425.52
50-39-512-50360	Maintenance	131.10
50-39-512-50454	Testing & Professional S...	2,412.24
50-39-513-50108	Equipment - Computers...	283.98
50-39-513-50214	Professional Engineering...	1,925.00
50-39-513-50313	Laboratory Supplies	462.50
50-39-513-50323	Sludge Disposal	10,140.59
50-39-513-50336	Repairs	937.36
50-39-513-50360	Maintenance	6,826.05
50-39-513-50454	Testing & Professional S...	298.70
50-39-514-50431	Construction & Repair S...	1,871.60
50-39-514-50473	Inventory Supplies	403.32
50-39-515-50389	Maintenance - Collectio...	5,807.00
50-39-515-50473	Inventory Supplies	53.04
50-39-600-70008	Series 2016 Warrants	23,804.17
50-39-600-70010	Series 2021 A Warrants	146,866.33
50-39-600-81408	Lead Service Line Invent...	4,390.00
50-39-600-81508	PS#2 Gravity Main/New...	2,578.37
50-39-600-81514	Sewer Pump Station #3	1,601.70
50-39-600-81515	Cost of Service Study	3,000.00
50-39-600-81601	ARPA WWTP - Sludge Pr...	2,278.70
51-39-600-70010	Series 2021 A Warrants	16,517.00
Grand Total:		1,565,316.42

Project Account Summary

Project Account Key	Payment Amount
None	1,565,316.42
Grand Total:	1,565,316.42



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: May 20, 2024

SUBJECT: Purchase Requisition, Employee Reimbursement, Kelsey Taylor, \$144.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This is a Purchase Order Request for an employee reimbursement for Kelsey Taylor in the amount of \$144.

The reimbursement is for the cost of the AEMT Initial Application Fee to National Registry to take the Advanced EMT (AEMT) exam to get his license.

Recommendation:

Approve this PO Request

Funding Source/GL Code:

GL Code No. 01-35-210-50402 Amount: \$144.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$144.00.

[Inbox](#)

Your order 1026596:...

Keep this email for your records.

For items being shipped, we will send you shipment confirmation email with a tracking number. If you have an account with the National Registry, you can check your order status by clicking [here](#). If you are a guest, please check your order status by clicking [here](#).

Kelsey Taylor

Thank you!
National Registry

Invoice				
Invoice Number	1026596	Order Date	4/24/2024 3:32:53 PM	
Company	Customer			
National Registry of Emergency Medical Technicians 6610 Busch Blvd Columbus, OH 43229	Kelsey Taylor 13738 Highland Pointe Drive Northport 35475 USA, Alabama			
Payment Option		Credit / Debit Card (Secured By Authorize.net)	XXXX1051	
Product	Unit price	Qty	Discount	Total
AEMT Initial Application Fee	\$144.00	1	\$0.00	\$144.00
Subtotal				\$144.00
Shipping				\$0.00
Tax				\$0.00
TOTAL (incl. tax):				\$144.00
Tax Summary				
No taxes applied.				





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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: May 20, 2024

SUBJECT: Purchase Requisition, Turn Out Gear for eight employees, \$19,679.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This is a Purchase Order Request for new Turn Out Gear for seven employees due to theirs being currently expired or approaching their expiration soon.

Seven employees need complete gear (coat, pants, suspenders, and lettering) and one employee needs new turn out pants only. Once purchased the turn out gear is good for 10 years. The total purchasing price is \$19,679.00.

Recommendation:

Approve this PO request

Funding Source/GL Code:

GL Code No. 01-35-210-50297 Amount: \$19,679.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$19,679.00.

Central Alabama Training Solutions

5100 Culver Rd
Tuscaloosa, AL 35401
(205) 341-2287



Estimate

ADDRESS
Northport Fire Department
5500 HWY 69 N
Northport, AL 35473

SHIP TO
Northport Fire Department
5500 HWY 69 N
Northport, AL 35473

ESTIMATE 2962
DATE 05/01/2024

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
TURNOUTS-1	Viking IQ Turnout Gear-includes coat, pants, suspenders and lettering	7	2,650.00	18,550.00T
	Kyle Posey, Z. Evans. T Burroughs, J. Ingram, Greg Jackson, C Waldrop, Josh Pate			
Viking IQ Pant	Viking IQ Turnout Pant PS1175	1	1,129.00	1,129.00T
	For D Baines- pants only			
SUBTOTAL				19,679.00
TAX				0.00
TOTAL				\$19,679.00

Accepted By

Accepted Date

Remit To:
CATS
5100 Culver Rd.
Tuscaloosa, AL 35401

If you wish to make future payments by ACH, please contact us at 205-341-2287.
Credit card payments are accepted with a 3.5% surcharge.



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: May 20, 2024

SUBJECT: Purchase Requisition, Employee Reimbursement, Allen Earnest, \$144.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This is a Purchase Order Request for an employee reimbursement for Allen Earnest in the amount of \$144.

The reimbursement is for the cost of the AEMT Initial Application Fee to National Registry to take the Advanced EMT (AEMT) exam to get his license.

Recommendation:

Approve this PO Request

Funding Source/GL Code:

GL Code No. 01-35-210-50402 Amount: \$144.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$144.00.

Cody Kornegay

From: Allen Earnest
Sent: Friday, May 10, 2024 6:44 PM
To: Cody Kornegay; Roger Potter
Cc: Bart Marshall
Subject: Fwd: Your order 1043084: Payment Received

Sent from my iPhone

Begin forwarded message:

From: donotreply@nremt.org
Date: May 10, 2024 at 12:23:25 PM CDT
To: ptowntornadoes@yahoo.com
Subject: Your order 1043084: Payment Received

Order Number: 1043084
Order Date: 5/10/2024 1:22:44 PM

Dear Daniel,

Thank you for placing an order with the National Registry of Emergency Medical Technicians. We have received your order and are preparing it for shipment (if applicable).

Keep this email for your records.

For items being shipped, we will send you shipment confirmation email with a tracking number. If you have an account with the National Registry, you can check your order status by clicking [here](#). If you are a guest, please check your order status by clicking [here](#).

Thank you!
National Registry

Invoice			
Invoice Number	1043084	Order Date	5/10/2024 1:22:44 PM

Company		Customer		
National Registry of Emergency Medical Technicians 6610 Busch Blvd Columbus, OH 43229		Daniel Earnest 610 Hillsdale Rd Jasper 35504 USA, Alabama		
Payment Option	Credit / Debit Card (Secured By Authorize.net)			XXXX4097
Product	Unit price	Qty	Discount	Total
AEMT Initial Application Fee	\$144.00	1	\$0.00	\$144.00
Subtotal				\$144.00
Shipping				\$0.00
Tax				\$0.00
TOTAL (incl. tax):				\$144.00
Tax Summary				
No taxes applied.				



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: May 20, 2024

SUBJECT: Purchase Requisition, Employee Reimbursement, Mason Sessoms, \$144.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This is a Purchase Order Request for an employee reimbursement for Mason Sessoms in the amount of \$144.

The reimbursement is for the cost of the AEMT Initial Application Fee to National Registry to take the Advanced EMT (AEMT) exam to get his license.

Recommendation:

Approve this PO Request

Funding Source/GL Code:

GL Code No.01-35-210-50402 Amount: \$144.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$144.00.



Invoice

Invoice Number

1025320

**Order
Date**

4/23/2024 12:35:51
PM

Company

National Registry of Emergency
Medical Technicians
6610 Busch Blvd
Columbus, OH 43229

Customer

Joseph Sessoms
4037 Sunrise Cir
Northport
35473
USA, Alabama

Payment Option Credit / Debit Card (Secured By [Authorize.net](#))

XXXX4382

Product

Unit price

Qty

Discount

Total

AEMT Initial Application Fee

\$144.00

1

\$0.00

\$144.00

Subtotal

\$144.00

Shipping

\$0.00

Tax

\$0.00

TOTAL (incl. tax):

\$144.00

Tax Summary

No taxes applied.





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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: May 20, 2024

SUBJECT: Purchase Requisition, VFD Replacement at WWTP, Electric Machine Control, Inc., \$19,432.00

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 Electric Machine Control, Inc., in the amount of \$19,432.00, is for a replacement VFD for the Wastewater Treatment Plant Aerator #1. This includes materials, installation services, and configuration of VFD.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-396-513-50336 Amount: \$19,432.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$19,432.00 to Electric Machine Control, Inc.

City of Northport Utilities
WWTP – Aerator No. 1 VFD Replacement
January 30, 2024
Proposal No. EM240006



Proposal for

**City of Northport Wastewater
3950 3rd Street South
Northport, AL 35476**

Attention:

**Cynthia Davis, Assistant Director
Chris Prewitt, WWTP Superintendent**

WWTP – Aerator No. 1 VFD Replacement

January 30, 2024

Proposal No. EM240006

ELECTRIC MACHINE CONTROL, INC.
7015 Haisten Drive
Trussville, AL 35173

(205) 661-3998
(800) 362-0545
www.emcinc.com



1.0 Introduction

In accordance with your request Electric Machine Control will provide the City of Northport – WWTP Aerator No. 1 VFD Replacement.

Electric Machine Control will provide the material as specified, field installation services, and VFD Configuration required for the Aerator VFD Replacement.

EMC sent a Field Engineer to the Northport WWTP to troubleshoot the 2006 model Eaton VFD mounted in the plant MCC. It was determined that the VFD fans had failed causing an overtemp on the VFD. EMC removed the VFD from the MCC and took it to our facility to further troubleshoot. From visual inspection the cooling fans did fail. The VFD capacitors appear to be overheated and damaged. Because of the overheating it is likely that the main control board in the VFD is also damaged. The only way to know for certain is to replace the fans and the capacitors and see if the main board functions properly.

It is our recommendation that Northport does not invest any additional money in a 2006 Model VFD. We recommend replacing the VFD with a new model Eaton VFD that will mount into the existing MCC.

2.0 Proposed Scope of Supply

Electric Machine Control will provide the Northport WWTP – Aerator No. 1 VFD Replacement. Headworks Building Control Modifications per your recent email request.

EMC will provide the following:

- Material as outlined
- Field Install labor to install the New VFD
- VFD Configuration and Start-up



2.1 Equipment

Electric Machine Control will provide the following equipment for the Northport WWTP – Aerator No. 1 VFD Replacement:

- Eaton – SVX125A1-4A1N1 SVX NEMA 1 VFD

2.2 Engineering and Technical Services

Description	EMC Provided
Field Installation and Start-up	• Estimated at One (1) Field Tech for One (1) Day • Estimated at One (1) Field Engineer for One (1) Day

Note: Should installation or start-up be extended or delayed for any reason beyond the control of EMC, any additional time incurred beyond the estimated amount will be billed in accordance with our current field rates at the time of installation.

3.0 Pricing

**City of Northport Utilities
WWTP – Aerator No. 1 VFD Replacement
(Not to Exceed)
\$19,432.00**

Note: Pricing above is a not to exceed number, only the actual hours incurred in the installation and start-up will be billed.

Note: Material Cost - \$16,117.00
Not To Exceed Installation and Start-up - \$3,315.00

Note: All travel and living expenses are included in the start-up estimate.

City of Northport Utilities
WWTP – Aerator No. 1 VFD Replacement
January 30, 2024
Proposal No. EM240006



Payment Terms:

- Net 30 Days

Delivery Schedule:

- 6 to 7 Weeks After Receipt of Order.

Freight:

- F.O.B. Trussville, Alabama – Freight Prepaid and Add or Freight Collect.

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7015 Haisten Drive
Trussville, AL 35173

(205) 661-3998
(800) 362-0545
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City of Northport Utilities
WWTP – Aerator No. 1 VFD Replacement
January 30, 2024
Proposal No. EM240006



ELECTRIC MACHINE CONTROL, INC.
TERMS AND CONDITIONS OF SALE

A. Acceptance

This quotation, together with any other documents incorporated herein or attached hereto, constitutes an offer to supply Buyer the goods to be purchased (or, in the case of software (including embedded microcode, subroutines and other computer code whether provided solely in object or in object code and source code), licensed) pursuant to this quotation. This quotation supersedes any prior oral or written communications between Seller and Buyer. BY ACCEPTING THE GOODS, OR ORDERING THE GOODS, BUYER AGREES TO AND ACCEPTS THE TERMS AND CONDITIONS APPLYING TO THE SALE OF THE GOODS PURCHASED PURSUANT TO THIS QUOTATION. BUYER'S ACCEPTANCE OF THIS OFFER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS, INCLUDING THOSE CONTAINED IN BUYER'S PURCHASE ORDER OR ACCEPTANCE OF THIS OFFER, ARE HEREBY OBJECTED TO. These terms and conditions shall also govern any services rendered to Buyer. If any terms or conditions in the purchase order or acceptance of this offer are in conflict or not identical to the terms of this offer, the terms and conditions of this offer shall prevail. This offer may be withdrawn or modified by Seller at any time prior to Buyer's acceptance of the terms and conditions contained herein, and unless otherwise stated will expire automatically 30 days from the date hereof unless so accepted by Buyer. Acceptance is effective only upon receipt of acceptance by Seller.

B. Prices – Prices are:

1. Subject to change without notice prior to acceptance of Buyer's order by Seller.
2. Exclusive of all Federal, State, Municipal or other Government Excise, Sales, Use, Occupational or like taxes now in force or to be enacted in the future.
3. Subject to an increase equal in amount to any tax the Seller may be required to collect or pay upon the sale of the items quoted.
4. Quoted F.O.B. place of manufacture.

C. Terms

1. The terms of payment for goods are as follows unless otherwise specified.
 - a. Net cash within thirty (30) days from the date of invoice unless otherwise specified by Seller to Buyer with approved credit. Buyer to supply satisfactory credit references.
 - b. Any progress payment terms offered will be net 30 days.
2. Interest may be charged at the rate of 1 ½ % per month or the maximum rate allowed under state law if it is a lesser number, on any payments which are not received by the due date. Any expenses of collection, including reasonable attorney's fees, shall be borne by Buyer.
3. Seller reserves the right to modify these terms for export business and special projects.

D. Shipping Estimates

1. The shipping date shown in this quotation is approximate and dependent upon prior sales and circumstances beyond Seller's control.
2. Shipping date will be computed from the date of receipt of all data required to enable complete engineering or acceptance of Buyer's order as provided in the Acceptance paragraph above, whichever is later.
3. Every effort will be made to effect shipment within the time stated, but Seller will not be liable for any damages resulting directly or indirectly from fire, embargo, strikes, or acts of God, civil strife or insurrection, transportation delay, whether at place of manufacture or elsewhere, or from delay by reason of any rule, regulation or order of any government authority directly affecting delivery, or from other causes beyond Seller's control. In the event of such a delay, the shipping date shall be extended for a reasonable length of time at least equal to the period of such delay.
4. Any change in Buyer's requirements will require confirmation or revision of estimated shipping date.
5. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, DIRECT, OR CONSEQUENTIAL DAMAGES OCCASIONED BY DELAYS, WHETHER OR NOT SUCH DELAYS ARE BEYOND SELLER'S CONTROL.

E. Delivery

Unless otherwise specified on this quotation, all goods shall be shipped F.O.B. Seller's place of manufacture, at which point title and risk of loss to the goods shall shift to Buyer. Seller undertakes only to deliver the goods to the carrier, to make a reasonable contract of carriage for their transportation, to obtain and deliver or tender such documents as may be necessary to enable Buyer to obtain possession, and to promptly notify Buyer of the shipment. Specifications or arrangements relating to the shipment of the goods covered by this agreement are at Seller's option.

F. Installation

1. When deemed necessary by Seller, or when required by Buyer's purchase order and included in Seller's price quotation, Seller or its agent will supply a service representative to provide technical direction for setting up and demonstrating the operation of the goods.
2. All cost incident to the erection and installation shall be borne by the Buyer. Additional or special services will be quoted on request.

H. Warranty

1. Any goods or parts thereof covered by this quotation which under normal operating conditions in the plant of the original user thereof, proves defective in material or workmanship within 12 months from start-up of equipment or 18 months from date of shipment by Seller which ever

ELECTRIC MACHINE CONTROL, INC.
7015 Haisten Drive
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(205) 661-3998
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comes first as determined by an inspection by Seller, will be repaired or replaced at our discretion, at our plant free of charge, provided that Buyer promptly sends Seller written notice of the defect and establishes that the goods have been properly installed, maintained and operated within the limits of rated and normal usage. The liability of Seller under this warranty or for any loss or damage to the goods, whether the claim is based on contract or negligence, shall not in any case exceed the purchase price of the goods, and upon the expiration of the warranty period, all such liability shall terminate. This warranty, as it relates to electronic control units, only applies if the user has in his employ qualified maintenance personnel.

With regard to software, Seller warrants that such software will comply with the specifications, if any, published by the Seller with respect to the software. Buyer, as licensee, acknowledges and agrees that the software will not run uninterrupted or problem free. In the event the software proves defective within one year from the date of shipment by Seller, Seller will, if commercially practicable, repair such software to conform to specifications or provide replacement software.

2. The terms of this warranty do not in any way extend to any goods purchased or manufactured (with respect to this quotation) which have a separate warranty or life under normal usage inherently shorter than the one year period indicated above. Subject to the terms and conditions set forth herein, the warranty on any purchased goods is expressly limited to those offered by their respective manufacturer and which Seller may pass through to Buyer.
3. This warranty shall be void and Seller shall not be liable for any breach of warranty if the goods or parts thereof covered by this quotation shall have been repaired or altered by persons other than Seller, unless expressly authorized by Seller in writing.
4. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND ARE EXCLUDED FROM THIS AGREEMENT. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY.

I. Limitation of Liability

1. BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL (AT SELLER'S SOLE DISCRETION) BE THE REPAIR OR REPLACEMENT OF DEFECTIVE GOODS, AND SUCH REMEDY IS EXPRESSLY IN SUBSTITUTION OF ANY AND ALL REMEDIES OTHERWISE PROVIDED UNDER THE UNIFORM COMMERCIAL CODE OR OTHER STATE OR FEDERAL LAW. Provided, however, if the goods are incapable of being repaired or replaced, Buyer's exclusive remedy shall be money damages, but such damages shall not exceed the purchase price of goods.
2. Any claim for breach of Seller's warranty must be in writing addressed to Seller, must set forth the alleged defect in sufficient detail to permit its easy identification by Seller and must be made no later than 10 days after the discovery of the breach. Any breach of warranty claim not made within one year of shipment of goods by Seller will not be honored by Seller and will be of no force and effect.
3. Seller's liability on any claim of any kind, including negligence for any loss or damage arising out of, connected with or resulting from this quotation, or from the performance or breach thereof, or from the design, manufacture, sale, services rendered, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of any goods covered by or furnished under this quotation shall in no case (except as provided in the paragraph entitled Property and Patent Rights), exceed the purchase price allocable to the goods and shall terminate on year after the goods have been shipped.
4. IN NO EVENT SHALL SELLER, NOR ITS AFFILIATED BUSINESSES, NOR THE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF THE FOREGOING, BE LIABLE TO BUYER, (NOR TO ANY THIRD PARTY) IN ANY ACTION OR CLAIM FOR DIRECT, CONSEQUENTIAL, SPECIAL AND/OR INCIDENTAL DAMAGES, LOSS OF PROFITS, LOSS OF OPPORTUNITY, LOSS OF PRODUCT OR LOSS OF USE, WHETHER THE ACTION IN WHICH RECOVERY OF DAMAGES IS SOUGHT IS BASED ON CONTRACT, TORT (INCLUDING PRODUCT LIABILITY, SOLE, CONCURRENT OR OTHER NEGLIGENCE AND STRICT LIABILITY), STATUTE OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THESE TERMS ARE WAIVED. IN THE EVENT THAT ANY OTHER TERM OF THIS AGREEMENT IS FOUND UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, OR ANY EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, THIS PROVISION OF WAIVER BY AGREEMENT OF DIRECT, CONSEQUENTIAL, SPECIAL AND/OR INCIDENTAL DAMAGES SHALL CONTINUE IN FULL FORCE AND EFFECT.

J. Property and Patent Rights

1. With regard to software, Seller is granting to Buyer a non-transferable, nonexclusive license to use such software solely on computer systems owned or leased by Buyer, and solely for use by Buyer in Buyer's business. Other than this license, Seller is not granting any right title or interest in the software. Furthermore, Seller retains to itself any and all property rights in and to all designs, inventions and improvements pertaining to any goods designed in connection with the quotation and to all patents, trademarks, copyrights and related property rights arising out of the work done in connection therewith. Buyer expressly agrees that it will not assert any rights to property rights retained herein by Seller.
2. As to any goods, or parts thereof, manufactured to Buyer's design specifications, Seller assumes no liability whatsoever for patent infringement and Buyer shall indemnify and hold Seller harmless from any liability arising out of the infringement of any patent in the manufacture, sale or use of any goods described in Buyer's specifications.

Buyer agrees to treat as confidential and to safeguard against disclosure to any other person or entity all such software licensed pursuant to these terms and conditions. Buyer acknowledges the Seller possesses intellectual property rights in such software and owns the copyright in and to such software, and further expressly agrees that it will not copy (except for one backup copy that may be maintained by Buyer solely for archival purposes), decompile, disassemble, reverse engineer or attempt to reverse engineer any software licensed pursuant to these terms and conditions nor will Buyer assist others in doing or attempting to do so. To the extent that Buyer makes permitted copies of any software or other intellectual property provided pursuant to these terms and conditions, Buyer will reproduce any and all proprietary notices contained on or in such software or intellectual property.

K. Reservation of Rights in Respect to Seller's Other Products

Seller reserves the right to make improvements and changes in design upon its goods without any obligation to make such changes or improvements upon the goods that are the subject of this quotation or on goods previously manufactured and sold by it.

ELECTRIC MACHINE CONTROL, INC.
 7015 Haisten Drive
 Trussville, AL 35173

(205) 661-3998
 (800) 362-0545
 www.emcinc.com

City of Northport Utilities
WWTP – Aerator No. 1 VFD Replacement
January 30, 2024
Proposal No. EM240006



L. Limitation of Actions

Any statute or law to the contrary notwithstanding, any action to recover for any loss or damage arising out of or connected with, or resulting from this quotation, or from the performance or breach thereof must be commenced within a one year period after the cause of action accrues to Buyer, unless otherwise extended by Seller in writing. It is expressly agreed that there are no warranties of future performance pertaining to the goods that are the subject of this quotation that would extend such one year period of limitation.

M. Cancellation

In the event Buyer requests Seller to stop work or cancel the order or any part thereof, cancellation charges shall be paid to Seller as follows: (i) any and all work that is complete or scheduled for completion within thirty days of the date of notification in writing to stop work or to cancel, shall be invoiced and paid in full and; (ii) for work in process, other than covered by item (i), and any materials and supplies procured, or for which definite commitments have been made by Seller in connection with Buyer's order, the Buyer shall pay the actual costs and overhead expenses determined in accordance with good accounting practices, plus 15% and; (iii) an amount equal to 15% of the difference between the cancellation charge as computed in item (ii) and the full purchase price of the goods will be charged as compensation for business irretrievably lost as a result of accepting a purchase order based on this quotation and having said purchase order canceled by the Buyer and; (iv) Buyer shall promptly instruct Seller as to the disposition of the goods and Seller may, if requested in a writing signed by Buyer, hold the goods for Buyer's account. All costs of storage, insurance, handling, boxing or other costs in connection therewith shall be borne by Buyer.

N. Applicable Law

This quotation and the rights and obligations of the parties, shall be construed pursuant to the laws of the State of Alabama, excluding Alabama's conflict of laws. Buyer and Seller acknowledge that this agreement necessarily involves, and is entered into in furtherance of, interstate commerce. All disputes based on or arising out of this agreement shall be resolved by binding arbitration and governed pursuant to the rules of the American Arbitration Association. In no event shall any arbitrator expand nor restrict any of the party's respective rights nor obligations beyond those as set forth in this agreement.

O. Waiver of Terms and Conditions

Failure or delay of Seller to insist upon strict performance of any of the terms and conditions of this quotation or to exercise any rights or remedies provided herein or by law, shall not release Buyer from any of the obligations of this quotation and shall not be deemed a waiver of any right of Seller to insist upon strict performance hereof or of any rights or remedy of Seller as to any prior or subsequent default hereunder. The headings used herein are for convenience only and shall be given no legal effect.

P. Indemnification by Buyer

Buyer shall indemnify, defend, save and hold Seller, its affiliated businesses (and the directors, officers, employees, agents of the same) and any person acting for or on its behalf, harmless from and against any and all liability, damage, loss, claims, demands, judgments and actions of any nature whatsoever which are claimed to arise out of, result from or connected with (i) engineering specifications, data or criteria furnished by Buyer to Seller (provided Seller manufactures the goods in accordance with such specifications, data or criteria); (ii) changes in criteria made by Buyer; (iii) Buyer's negligence, errors or omissions in Buyer's performance or non-performance of its obligations under this agreement; or (iv) the failure by Buyer, its agents, employees or anyone acting through or on its behalf, to properly operate the goods in accordance with manuals, directions or other operating specifications furnished by Seller to Buyer.

Q. Complete Agreement

Any orders received by Seller in response to this quotation shall not be binding or firm orders until approved by Seller. This quotation, when accepted by Buyer in accordance with the Acceptance paragraph hereof, and/or when Seller's acknowledgment of receipt of acceptance is given to Buyer, shall constitute the entire agreement between the parties relating to this quotation and the goods provided pursuant thereto, shall supersede all previous communications or understandings between Buyer and Seller with respect to the subject matter hereof, and no alteration or addition to this quotation shall be binding on Seller unless it is in a writing signed by Seller's duly authorized officer.

ELECTRIC MACHINE CONTROL, INC.
7015 Haisten Drive
Trussville, AL 35173

(205) 661-3998
(800) 362-0545
www.emcinc.com



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: May 20, 2024

SUBJECT: Purchase Requisition, WWTP Binder Paving, Civil Worx Construction, LLC., \$7,800.00

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 Civil Worx Construction, LLC., in the amount of \$7,800.00, is for binder paving at the Wastewater Treatment Plant. This is part of the WWTP Sludge Improvements Project.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-600-81601 Amount: \$7,800.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$7,800.00 to Civil Worx Construction, LLC.

CIVILWORX

Construction, LLC

TRANSMITTAL SHEET

TO:	FROM:
Ms. Cynthia Davis	Matt Caddis, PE
COMPANY:	DATE:
City of Nport – Utilities	5/10/24
Phone 205-210-1449	

Asphalt Paving – Sewer Plant Binder Paving

- | | |
|---|------------|
| 1) Sewer Plant Binder Paving | \$7,800.00 |
| a) Includes fine grading, compacting, and prep of existing stone to receive a total of 3” of asphalt once final layer is installed. | |
| b) This proposal includes 2” of binder asphalt paving only over prepped stone. | |
| c) The final 1” layer will be by others. | |

731 Bear Creek Rd. East
Tuscaloosa, AL 35405
Phone 205-792-9479
Email- caddis22@yahoo.com



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

AGENDA ITEM NO. 9.c.9.

MEETING DATE: May 20, 2024

SUBJECT: Purchase Requisition, Motorola Solutions, PD Flex Equipment & Evidence Maintenance, \$68,068.13

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

Requisition 242957 to Motorola Solutions is for the Flex Equipment and Evidence Maintenance Agreement in the amount of \$68,068.13

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-33-000-50406 - Communication Systems Amount: \$68,068.13

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$68,068.13 to Motorola Solutions.



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

Visit our website at www.motorolasolutions.com

ORIGINAL INVOICE

Transaction Number 8230455508	Transaction Date 02-MAY-2024	Transaction Total 61,499.00 USD
P.O. Number	P.O. Date	Customer Account No 1209114070
Payment Terms Net Due in 30 Days		Payment Due Date 01-JUN-2024

Bill To Address

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

Ship To Address

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

IMPORTANT INFORMATION

Sales Order(s): USC000203617-R01-FEB-24 06:14:57

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

SPECIAL INSTRUCTIONS / COMMENTS

General Comment: Regular Invoice

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
		Equipment at Site: 1862809 1209114070 3721 26TH AVE PO BOX 569 NORTHPORT AL 35473 United States			
1	SSV00S00181A-SP	E9-1-1 INTERFACE MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	2,000.00	2,000.00
2	SSV00S00184A-SP	FLEX EQUIPMENT MAINTENANCE MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	1,000.00	1,000.00
3	SSV00S00193A-SP	FLEX EVIDENCE MANAGEMENT MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	2,500.00	2,500.00

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8230455508	Customer Account No 1209114070	Payment Due Date 01-JUN-2024
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Transaction Total 61,499.00 USD	Amount Paid
--	--------------------

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

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

Payment Transfer Details

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

Send Payments To:



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



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

ORIGINAL INVOICE

Transaction Number 8230455508	Transaction Date 02-MAY-2024	Transaction Total 61,499.00 USD
P.O. Number	P.O. Date	Customer Account No 1209114070
Payment Terms Net Due in 30 Days	Payment Due Date 01-JUN-2024	

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
4	SSV00S00280A-SP	FLEX INSIGHT MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	2,500.00	2,500.00
5	SSV00S00352A-SP	FLEX MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	2,000.00	2,000.00
6	SSV00S00354A-SP	FLEX MOBILE VOICELESS CAD MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	2,000.00	2,000.00
7	SSV00S00432A-SP	FLEX PERSONNEL MANAGEMENT MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	1,000.00	1,000.00
8	SSV00S00015A-SP	FLEX HUB MAINTENANCE (ENHANCED) - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	7,500.00	7,500.00
9	SSV00S00438A-SP	FLEX PIN MAPPING MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	2,000.00	2,000.00
10	SSV00S00447A-SP	FLEX PREMISES AND HAZMAT INFORMATION MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	1,000.00	1,000.00
11	SSV00S00474A-SP	FLEX RAPID NOTIFICATION 2.0 MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	2,500.00	2,500.00
12	SSV00S00033A-SP	FLEX LAW RECORDS MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	4,109.00	4,109.00
13	SSV00S00036A-SP	FLEX MOBILE AVL AND MAPPING MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	2,000.00	2,000.00
14	SSV00S00038A-SP	FLEX MOBILE RECORDS MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	2,500.00	2,500.00
15	SSV00S00040A-SP	FLEX NIBRS MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	3,500.00	3,500.00
16	SSV00S00052A-SP	FLEX STATELINK MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	2,000.00	2,000.00
17	SSV00S00072A-SP	FLEX CAD MAPPING MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	2,000.00	2,000.00
18	SSV00S00335A-SP	FLEX MOBILE FIELD REPORT WITH FIELD INTERVIEW MAINTENANCE - 24X7:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	2,000.00	2,000.00
19	SSV00S00028A-SP	FLEX TOUCH MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	2,000.00	2,000.00
20	SSV00S00307A-SP	LIVESCAN FINGERPRINTING INTERFACE MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	3,000.00	3,000.00



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

ORIGINAL INVOICE			
Transaction Number 8230455508		Transaction Date 02-MAY-2024	Transaction Total 61,499.00 USD
P.O. Number		P.O. Date	Customer Account No 1209114070
Payment Terms Net Due in 30 Days			Payment Due Date 01-JUN-2024

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
21	SSV00S00187A-SP	ERS FIRE AND EMS RECORDS INTERFACE MAINTENANCE - STANDARD:01-JUN-2024:31-MAY-2025 Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	2,000.00	2,000.00
22	SSV00S00475A-SP	FLEX RAPID NOTIFICATION 2.0 MAINTENANCE - 24X7:01-JUN-2024:31-MAY-2025: Service From: 01-JUN-2024 Service To: 31-MAY-2025	1	10,390.00	10,390.00
Site AL Tax at 0%					0.00
Site Total					61,499.00
Total Tax AL 0.00					
USD Subtotal					61,499.00
USD Total Tax					0.00
USD Total					61,499.00
USD Amount Due					61,499.00



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

Visit our website at www.motorolasolutions.com

ORIGINAL INVOICE

Transaction Number 8230456034	Transaction Date 02-MAY-2024	Transaction Total 6,569.13 USD
P.O. Number	P.O. Date	Customer Account No 1209114070
Payment Terms Net Due in 30 Days	Payment Due Date 01-JUN-2024	
Bill To Address NORTHPORT POLICE DEPARTMENT ATTN: Accounts Payable 3721 26TH AVE PO BOX 569 NORTHPORT AL 35473 United States	Ship To Address NORTHPORT POLICE DEPARTMENT 3721 26TH AVE PO BOX 569 NORTHPORT AL 35473 United States	

IMPORTANT INFORMATION

Sales Order(s): USS000002814-R01-FEB-24 06:35:28

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

SPECIAL INSTRUCTIONS / COMMENTS

General Comment: Regular Invoice

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	SSV00S01448A	Equipment at Site: 1862809 1209114070 3721 26TH AVE PO BOX 569 NORTHPORT AL 35473 United States USERS CONFERENCE PRE-PAID REGISTRATION ONLY PACKAGE: 01-JUN-2024:31-MAY-2025 Service From: 01-JUN-2024 Service To: 31-MAY-2025 Site AL Tax at 0% Site Total	1	6,569.13	6,569.13 0.00 6,569.13

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8230456034	Customer Account No 1209114070	Payment Due Date 01-JUN-2024	Transaction Total 6,569.13 USD	Amount Paid
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Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

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

Payment Transfer Details

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

Send Payments To:



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

**MOTOROLA SOLUTIONS**

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

Visit our website at www.motorolasolutions.com

ORIGINAL INVOICE

Transaction Number 8230456034	Transaction Date 02-MAY-2024	Transaction Total 6,569.13 USD
P.O. Number	P.O. Date	Customer Account No 1209114070
Payment Terms Net Due in 30 Days		Payment Due Date 01-JUN-2024

Total Tax AL 0.00				USD Subtotal	6,569.13
				USD Total Tax	0.00
				USD Total	6,569.13
				USD Amount Due	6,569.13



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

AGENDA ITEM NO. 9.c.10.

MEETING DATE: May 20, 2024

**SUBJECT: Purchase Requisition, Tuscaloosa County Commission, Inmate Housing,
\$43,230.00**

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

Requisition 242963 to Tuscaloosa County Commission in the amount of \$43,230.00 is for housing inmates.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 12-33-000-50233 - Metro Jail Amount: \$43,230.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$43,230.00 to Tuscaloosa County Commission.

INVOICE

Tuscaloosa County Commission
PO Box 20113
Tuscaloosa, AL 35402

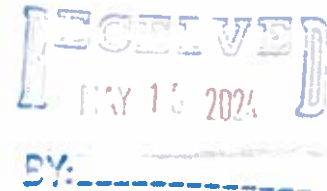
receivables@tuscco.com
(205) 464-8220



CITY OF NORTHPORT

Bill to

CITY OF NORTHPORT
PO BOX 569
NORTHPORT, AL 35476



Invoice details

Invoice no.: 0360
Terms: Net 30
Invoice date: 05/09/2024
Due date: 06/08/2024

#	Date	Product or service	Description	SKU	Qty	Rate	Amount
1.	10/31/2023	Housing of Prisoners	INMATE HOUSING BASE CONTRACT	100-5920	1	\$14,052.50	\$14,052.50
2.	11/30/2023	Housing of Prisoners	INMATE HOUSING BASE CONTRACT	100-5920	1	\$14,052.50	\$14,052.50
3.	12/31/2023	Housing of Prisoners	INMATE HOUSING BASE CONTRACT	100-5920	1	\$14,052.50	\$14,052.50
4.	12/31/2023	Housing of Prisoners	INMATE HOUSING OVERAGE	100-5920	13	\$82.50	\$1,072.50

To...

\$43,230.00

Please remit payment to the following address:
Tuscaloosa County Commission
Accounts Receivable
P O Box 20113
Tuscaloosa, AL 35402-0113

12-33-000-50233

MUNICIPALITY AND TOWN INMATE COUNT

CITY OF NORTHPORT

MONTHLY ALLOWANCE

TOTAL INMATES

OVERAGE

Annual Total

673

OCT 2023	NOV 2023	DEC 2023
248	240	248
181	231	261
(67)	(9)	13

Base Contract Amount

Overage Rate: \$82.50

Total Amount Due

14,052.50

1,072.50

15,125.00

14,052.50

14,052.50

14,052.50

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

AGENDA ITEM NO. 11.b.1.

MEETING DATE: May 20, 2024

SUBJECT: Resolution authorizing a Project Development Agreement by and between the City of Northport, Alabama and RJ Lurleen, LLC

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

**Prepared By: Kim Braughton, Chris
Cunningham**

Approved By: Chris Cunningham

Summary:

Attached is a resolution authorizing a Project Development Agreement by and between the City of Northport and RJ Lurleen, LLC. This agreement will assist with the economic development of certain vacant commercial land located at 1120 Lurleen Wallace Boulevard. The project will have a capital investment by Developer estimated at approximately \$1,950,000.00. The construction and development of the project site and the operation of the project is expected to generate significant annual taxable sales and the creation of full and part-time jobs, many of which may be filled by residents of the City. Under the proposed agreement, the City proposes to rebate the Developer an amount equal to one-half (1/2) of the City Sales Tax Revenue actually collected and received by the City from the net taxable sales generated by the project located on the project site during the term of the proposed agreement (the "City Project Sales Tax Payments"), provided that the amount rebated to developer shall not exceed \$350,000.00. The proposed agreement terminates on the date that is the earlier of 1) the date on which the city has paid Developer the city project sales tax payments in the sum total of \$350,000.00, 2) the date on which the agreement is terminated pursuant to the provisions of Article II or Article V of the proposed agreement, or 3) seven (7) years from the commencement date of the proposed agreement.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move the adoption of a resolution authorizing the Project Development Agreement by and between the City of Northport and RJ Lurleen, LLC, an Alabama limited liability company.

RESOLUTION NO. 2024-____

**A RESOLUTION AUTHORIZING THE PROJECT DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY OF NORTHPORT,
ALABAMA, AND RJ LURLEEN, LLC**

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

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

(a) Pursuant to the applicable laws of the State of Alabama, the City and RJ Lurleen, LLC, an Alabama limited liability company (the “Developer”) have prepared that certain Project Development Agreement to be effective as of May 20, 2024 (the “Development Agreement”), attached hereto as Exhibit A and expressly incorporated herein by reference. All capitalized terms not defined herein are defined in the Development Agreement.

(b) Conditioned on the incentives described in the Development Agreement, Developer proposes to construct and develop a new commercial building to be occupied by a new-to-market National Coffee Tenant (the “Project”) on certain vacant commercial land located at 1120 Lurleen Wallace Boulevard in Northport, Alabama (the “Project Site”).

(c) The Project will have a total capital investment by Developer estimated at approximately \$1,950,000.00.

(d) In accordance with Amendment No. 772 of the Constitution of Alabama of 1901, as amended, and now codified as Section 94.01 of the Constitution of Alabama of 2022 (“Amendment No. 772”), the City is authorized to, among other things, grant public funds and things of value in aid of or to any individual, firm, corporation, or other business entity, public or private, for the purpose of promoting the economic development of the City, after compliance with certain conditions set forth in Amendment No. 772.

(e) In the Development Agreement, as an incentive for Developer’s agreement to construct, develop, and operate the Project on the Project Site, the City agrees to rebate to Developer an amount equal to one-half (1/2) of the City Sales Tax Revenue actually collected and received by the City from the Net Taxable Sales generated by the Project located on the Project Site during the term of the Development Agreement (the “City Project Sales Tax Payments”), provided that the amount rebated to Developer shall not exceed \$350,000.00.

(f) The Development Agreement terminates on the date that is the earlier of 1) the date on which the City has paid to Developer the City Project Sales Tax Payments in the sum total of

\$350,000.00, 2) the date on which the Agreement is terminated pursuant to the provisions of Article II or Article V of the Development Agreement, or 3) seven (7) years from the Commencement Date as defined in the Development Agreement.

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

(h) For the purpose of keeping the taxpayers and citizens of the City informed of the City's consideration of entering into the Development Agreement, and in accordance with Amendment No. 772, on May 12, 2024, at least seven days prior to the public meeting at which this Resolution is to be considered, a notice was published in the *Tuscaloosa News*, which is a newspaper in circulation in the City, describing in reasonable detail the action proposed to be taken, a description of the public benefits sought to be achieved by the action, and identifying each individual, firm, corporation, or other business entity to whom or for whose benefit the City proposes to grant public funds or things of value ("the Public Notice").

(i) The Public Notice provided notice to the public of the holding by the City Council of a public meeting beginning at 5:30 p.m. on May 20, 2024, for the purpose of receiving comments from interested citizens, pursuant to the provisions of the Constitution and laws of the State of Alabama, including particularly Amendment No. 772, concerning the proposed authorization, execution, and delivery of the Development Agreement in the name and on behalf of the City.

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

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

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

(m) In furtherance of the objectives of Amendment No. 772, the City has determined that entering into the Development Agreement and providing the City Project Sales Tax Payments as defined therein is necessary and desirable and in the best interests of the taxpayers and citizens of the City to accommodate and provide for increases in economic activity in the City and to provide for increases in tax revenues for the City. Moreover, the City has determined that the public benefits to be achieved by the adoption of the Development Agreement include (i) the

development and construction of the Project on the Project Site, which is expected to generate significant tax revenue and to lead to the creation of a substantial number of full and part-time jobs, many of which may be filled by residents of the City; (ii) the promotion of local economic and commercial development and the stimulation of the local economy; (iii) increasing the City's tax base, which will result in additional tax revenues for the City; (iv) promoting the location, relocation, expansion, and retention of commercial enterprises in the City; and (v) preserving and improving the aesthetic quality of commercial development, which supports and improves the economic health of the City.

(n) The City acknowledges and agrees that the Project will significantly increase the tax and revenue base of the City.

(o) For purposes of Amendment No. 772, the Developer, RJ Lurleen, LLC, an Alabama limited liability company, is the individual, firm, corporation, or other business entity to whom or for whose benefit the City proposes to lend its credit or grant public funds or things of value.

(p) Pursuant to Amendment No. 772, the City Council does hereby find, determine, and declare that the expenditure of public funds in connection with entering into the Development Agreement and the provision of the public funds and things of value to Developer in the form of the City Project Sales Tax Payments as defined in the Development Agreement for the purposes set forth therein will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Developer or any other private person, entity, or entities.

Section 2. Approval.

(a) The City Council does hereby approve, adopt, authorize, direct, ratify, and confirm the agreements, covenants, and undertakings of the City set forth in the Development Agreement and the Public Notice.

(b) The City Council hereby approves the authorization, execution, and delivery of the Development Agreement by the Mayor on behalf of the City and the incentives as set forth therein to be provided by the City, in substantially the form and of substantially the content as attached hereto as Exhibit A and presented to and considered by the City Council, with such changes or additions thereto or deletions therefrom as the Mayor of the City executing such Agreement to which the City is a party signatory thereto shall approve, along with the City Attorney, which approval shall be conclusively evidenced by the Mayor's executing the Agreement as herein provided, all in accordance with the applicable provisions of Amendment No. 772.

Section 3. Authorization of Related Documents and Actions.

(a) The Mayor is hereby authorized and directed to execute and deliver the Development Agreement for and on behalf of and in the name of the City. The City Administrator is hereby authorized and directed to affix the official seal of the City to the Development Agreement and to attest the same.

(b) The Mayor, City Administrator, and the officers of the City are each hereby authorized and directed to take all such actions, and execute, deliver, and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Development Agreement, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this Resolution and the Development Agreement and to duly and punctually observe and perform all agreements and obligations of the City under this Resolution and the Development Agreement.

Section 4. Provisions of Resolution Severable.

(a) The various provisions of this Resolution are hereby declared to be severable. In the event any provision hereof shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other portion of this Resolution.

(b) All ordinances, resolutions, orders, or parts of any thereof, of the City Council in conflict, or inconsistent, with any provision of this Resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage and adoption by the City Council.

ADOPTED and RESOLVED this 20th day of May, 2024.

Christy Bobo, Council President

ATTEST:

Glenda Webb, City Administrator

APPROVED this 20th day of May, 2024.

John Hinton, Mayor

ATTEST:

Glenda Webb, City Administrator

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

CERTIFICATION

I, the undersigned, **Glenda Webb**, City Administrator of the City of Northport, Alabama, do hereby, certify that the above is a true and correct copy of a resolution duly adopted by the City Council of the City of Northport, Alabama, at its meeting held on May 20, 2024, and as same appears of record in Minute Book of the City, and approved by the City Council on the ____ day of _____, 2024.

GIVEN UNDER MY HAND AND CORPORATE SEAL of the City of Northport, Alabama
this ____ day of _____, 2024.

City Administrator

PROJECT DEVELOPMENT AGREEMENT

This **PROJECT DEVELOPMENT AGREEMENT** (this “Agreement”) is made and entered into effective as of May 20, 2024 (the “Effective Date”) by and between the **CITY OF NORTHPORT, ALABAMA**, an Alabama municipal corporation (the “City”) and **RJ LURLEEN, LLC**, an Alabama limited liability company (the “Developer”). Capitalized terms and phrases used herein without otherwise being defined have the meaning ascribed to such terms and phrases in Article 1 below. The City and the Developer are sometimes collectively referred to as the “Parties” and singularly as the “Party.”

RECITALS

A. The City supports and encourages business development in order to increase tax revenues and improve the quality of life of its citizens.

B. Conditioned on the incentives described herein, Developer proposes to construct and develop a new commercial building to be occupied by a new-to-market National Coffee Tenant (the “Project”) on certain vacant commercial land located at 1120 Lurleen Wallace Boulevard in Northport, Alabama (the “Project Site”).

C. The Project will have a total capital investment by Developer of at least \$1,950,000.00.

D. Developer has requested that the City provide certain incentives to the Developer to assist the Developer in constructing and developing the Project and in order to offset a portion of the Developer’s costs in undertaking the site preparation and public infrastructure costs attendant to the Project.

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

F. The development and operation of the Project is expected to encourage and foster retail and commercial growth and development in the City, and the operation of the Project is expected to generate significant tax revenue and the creation of full and part-time jobs, many of which may be filled by residents of the City.

G. The development and operation of the Project is expected to promote the economic development of and enhance the public benefit and welfare of the citizens of the City by, among other things, promoting local economic and commercial development, stimulating the local economy, increasing the tax revenues of the City, and improving the quality of life for citizens of the City.

H. The City has determined that entry into this Agreement and the development and operation of the Project will promote the economic development of the City, will create jobs, will increase the tax revenues in and around the City, will promote the location, relocation, expansion, and retention of commercial enterprises in the City, will preserve and improve the aesthetic quality of commercial development insuring to the economic health of the City, and will improve the quality of life for citizens in and around the City.

I. The City has further determined that the expenditure of the public funds and the provision of things of value for the purposes specified herein will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Developer or any other person or private entity, and further, has determined that the entry into this Agreement and transactions described herein is in the best interest of the health, safety, and welfare of the citizens of the City.

J. The City finds that it is necessary, proper, and in the public interest, in accordance with Amendment No. 772, that the City provide certain incentives to Developer in connection with the development and operation of the Project, and that providing such financial assistance is a public purpose consistent with and in furtherance of the objectives of Amendment No. 772.

K. The Parties hereto are desirous of having the terms and conditions of their agreement set forth in a valid, binding, and enforceable agreement between the City and the Developer.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the City and the Developer hereby covenant and agree as follows:

ARTICLE I **DEFINITIONS**

1.1 “City Project Sales Tax Payments” means an amount equal to one-half (1/2) of the City Sales Tax Revenue actually collected and received by the City from the Net Taxable Sales generated by the Project located on the Project Site; provided, however, that the total of the City Project Sales Tax Payments shall not exceed \$350,000.00 during the term of this Agreement.

1.2 “City Sales Tax” means the privilege tax levied by the City (commonly called sales taxes) on the gross sales or gross receipts of persons or businesses engaged in business activities, including the retail sale of tangible personal property in the City (subject to applicable exemptions of certain property, items, or services as prescribed by law), which tax is currently assessed at the rate of three percent (3%) to the purchaser at the point of sale and collected by the retailer for remittance to the City by the retailer; specifically excluding, however, any taxes levied or that may be levied for educational purposes by the City and excluding any increase of the rate or rates of all or any portion of either of the said taxes.

1.3 “City Sales Tax Revenue” means the revenue actually collected and received by the City from the three percent (3%) City Sales Tax levied by and paid to the City that is derived solely from the operation of the Project on the Project Site; specifically excluding, however, any taxes levied or that may be levied for educational purposes by the City and excluding any increase of the rate or rates of all or any portion of either of the said taxes.

1.4 “Commencement Date” means the day on which the Project opens for business on the Project Site.

1.5 “Development Plan” means the plans, specifications, drawings, and other documents necessary for approval by the City in connection with the Developer’s construction of the Project on the Project Site.

1.6 “Effective Date” means May 20, 2024.

1.7 “Force Majeure” shall mean an event in which Developer shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, pandemics, labor troubles, inability to procure materials, failure of power, riots, insurrection, adverse weather conditions, war, or any other reason that is not the fault of the Developer; provided, Developer’s economic hardship or financial inability to perform are not considered Force Majeure events.

1.8 “Indemnified Parties” means the City, its elected and appointed officials, officers, employees, agents, attorneys, successors and assigns.

1.9 “Net Taxable Sales” means the retail sales generated by the Project on the Project Site that are taxable by the City and for which City Sales Taxes are actually assessed, collected, and remitted to the City by Developer.

1.10 “Payment Date” means, with respect to the City Project Sales Tax Payments, the twentieth (20th) day of each month, beginning with the month following the second month in which the Commencement Date occurs. By way of example, if the Commencement Date occurs on January 1, City Sales Tax returns and payments will be due to be remitted to the City in February for transactions that occurred in January. The Payment Date for City Project Sales Tax Payments arising from the City Sales Tax Revenue actually received by the City for the January transactions shall be March 20th.

1.11 “Project” means, as set forth in the Recitals, the construction and operation of a new-to-market National Coffee Tenant on the Project Site and no other commercial activity. For the avoidance of doubt, the only business activity of Developer that shall be eligible for the City Project Sales Tax Payments under this Agreement shall be the new-to-market National Coffee Tenant proposed to the City by Developer in separate correspondence, which is hereby acknowledged. If the new-to-market National Coffee Tenant proposed to the City by Developer in separate correspondence does not open and operate on the Project Site as contemplated herein, this Agreement shall terminate and become null and void, and the Parties shall have no further obligations to each other arising from this Agreement.

1.12 “Project Investment Amount” means a minimum capital investment by Developer of at least \$1,950,000.00, which shall be the minimum amount of capital investment required by Developer to enable Developer to receive the City Project Sales Tax Payments under this Agreement.

1.13 “Project Site” means, as set forth in the Recitals, that certain vacant commercial land located at 1120 Lurleen Wallace Boulevard in Northport, Alabama.

1.14 “Termination Date” shall mean the date that is the earlier of 1) the date on which the City has paid to Developer the City Project Sales Tax Payments in the sum total of \$350,000.00, 2) the date on which this Agreement is terminated pursuant to the provisions of Article II or Article V below, or 3) seven (7) years from the Commencement Date.

ARTICLE II

OBLIGATIONS OF DEVELOPER

2.1 Development of Project. Subject to Force Majeure, on or before twenty-four (24) months following the Effective Date, Developer shall, at its sole cost and expense, construct and develop the Project on the Project Site.

2.2 Required Project Investment Amount. Developer shall make an aggregate capital investment at least in the amount of the Project Investment Amount to develop the Project. As a condition precedent to receiving or becoming entitled to receive any City Project Sales Tax Payments, Developer shall provide documentation to the City in such form as is reasonably satisfactory to the City that the Project Investment Amount has been satisfied by Developer; otherwise, Developer shall not be entitled to the payment of City Project Sales Tax Payments as provided herein.

2.3 Expenses of Development. Developer shall be responsible for all costs associated with the construction and development of the Project, including, but not limited to, legal, accounting, engineering, surveying, title work, architectural, construction, and environmental services. Developer shall not hold itself out as an agent of the City with respect to the development or construction of the Project.

2.4 Compliance with Laws. Developer shall require all persons and entities designing, constructing, and operating the Project to do so in accordance with all applicable statutes, ordinances, laws, rules, and regulations of any governmental authority having jurisdiction over the construction and operation of the Project.

2.5 Operation of the Project. Upon completion of the construction and development of the Project in accordance with the Development Plan and this Agreement, Developer shall operate the Project Site for commercial purposes only during the Term.

2.6 Developer's Cooperation Regarding Sales Tax Returns. Developer shall use its best efforts to ensure the timely submission of City Sales Tax returns to the City and the payment of the City Sales Tax Revenue generated by the Project.

2.7 Compliance with Agreement. Developer shall comply with the terms and conditions contained in this Agreement.

2.8 Operation Deadline. Subject to Force Majeure, if the Project is not constructed and open for operation to the general public within twenty-four (24) months of the Effective Date of this Agreement, this Agreement shall terminate, and all obligations of the Parties set forth herein shall be rendered null and void.

2.9 Audit. All pertinent books, accounts, or other records of Developer or its tenant accumulated in connection with the Net Taxable Sales from the Project shall be available to representatives of the City for inspection and audit and shall be retained for three (3) years following the termination of this Agreement. If any audit, claim, or litigation concerning this Agreement arises before the expiration of the three (3) year period, Developer or its tenant shall retain the records until the resolution of all litigation, claims, or audits involving such records. The City's right to audit pursuant to this Section shall survive the termination of this Agreement.

ARTICLE III **CONTINGENCIES**

3.1 The obligations of the City under this Agreement are contingent upon the following:

- (a) Developer's compliance with its obligations as set forth in this Agreement.
- (b) The City's adoption of all necessary resolutions or ordinances approving this Agreement.

ARTICLE IV **OBLIGATIONS OF THE CITY**

4.1 City Project Sales Tax Payments. As an incentive for Developer's agreement to construct and develop the Project on the Project Site, the City hereby agrees to pay to Developer the City Project Sales Tax Payments, subject to the terms and conditions contained in this Agreement and provided that all contingencies contained herein have been met, including, but not limited to, Developer's compliance with this Agreement. The City's obligation for the payment of the City Project Sales Tax Payments: (a) is a limited obligation payable solely from the City Sales Tax Revenue actually collected and received by the City from the Project; and (b) shall never constitute a general obligation or a pledge of the City's credit or taxing powers.

4.2 Payment Date. The City shall pay the City Project Sales Tax Payments determined by the City to be due and payable to Developer on the first Payment Date after the Commencement Date. The timely submission of City Sales Tax returns and payment of City

Sales Tax Revenue generated by the Project to the City shall be a condition precedent to the City's obligation to make the City Project Sales Tax Payments. Any City Project Sales Tax Payments due to Developer from City Sales Tax Revenue that was not timely paid to the City shall not be payable to Developer until the twentieth (20th) day of the month following the month in which the City Sales Tax Revenue was actually paid to the City.

4.3 No Interest. Developer acknowledges and agrees that no sums owed to Developer by virtue of the City Project Sales Tax Payments shall accrue interest and further agrees that any interest that accrues from the deposit of the City Project Sales Tax Payments shall belong to and be retained by the City. No interest, carrying charge, or finance charge of any kind shall accrue or be added to the principal amount of the City Project Sales Tax Payments due to Developer by the City.

4.4 Developer Default. The City shall have no obligation to pay any amount of the City Project Sales Tax Payments or any other payment which may otherwise accrue hereunder at any time that an Event of Default by Developer has occurred and is continuing.

4.5 Termination of City Project Sales Tax Payments. Notwithstanding any provision contained herein to the contrary, the obligation of the City to pay the City Project Sales Tax Payments shall terminate on the Termination Date. At such time, the obligations of the City to make payments of the City Project Sales Tax Payments shall cease, and all obligations of the City pursuant to this Agreement shall cease.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

5.1 Events of Default. Any one or more of the following shall constitute an event of default by the City or Developer (an "Event of Default") under this Agreement (whatever the reason for such event and whether it shall be voluntary, involuntary, resulting from operation of law or pursuant to any judgment, decree, or order of any court; or resulting from any order, rule, or regulation of any administrative or governmental body):

(a) default in the performance, or breach, of any covenant or warranty of the City in this Agreement, and the continuance of such default or breach for a period of thirty (30) days after there has been given, pursuant to Section 6.9 below, to the City by Developer a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty (30) day period, the City shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with all due diligence, to cure such default; or,

(b) default in the performance, or breach of any covenant or warranty of Developer in this Agreement, and the continuance of such default or breach for a period of thirty (30) days after there has been given, pursuant to Section 6.9 below, to Developer by the City a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably

be cured within such thirty (30) day period, the Developer shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with all due diligence, to cure such default.

5.2 Remedies.

(a) Upon the occurrence of an Event of Default by Developer which is not cured as provided in Section 5.1 after written notice from the City, the City may, in its discretion, pursue any one or more of the following remedies:

- (i) Subject to Section 5.3, proceed to protect its rights and interests by suit in equity, action at law, or other appropriate proceedings, whether for the specific performance of any covenant or agreement of the Developer herein contained or in aid of the exercise of any power or remedy available at law or in equity; or
- (ii) Terminate this Agreement.

(b) Upon the occurrence of an event of default by the City which is not cured as provided in Section 5.1 after written notice from Developer, the Developer may, in its discretion, pursue any one or more of the following remedies:

- (i) Subject to Section 5.3, proceed to protect its rights and interests by suit in equity, action at law, or other appropriate proceedings, whether for the specific performance of any covenant or agreement of the City herein contained or in aid of the exercise of any power or remedy available at law or in equity; or
- (ii) Terminate this Agreement.

5.3 Remedies Subject to Applicable Law. All rights, remedies, and powers provided by this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provisions of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE VI **MISCELLANEOUS**

6.1 Effective Date and Termination Date. This Agreement shall become effective on the Effective Date and shall terminate on the Termination Date.

6.2 Validation. The Parties agree to cooperate and assist each other if the City or Developer seeks an order of the Circuit Court of Tuscaloosa County validating the legality and validity of, amongst other things: (i) the City's authority to provide the City Project Sales Tax Payments to Developer as set forth in this Agreement, (ii) all proceedings taken in connection therewith, (iii) any Limited Obligation Certificate of Indebtedness issued by the City to evidence

and document the obligations described in this Agreement pursuant to the terms, conditions, and limitations set forth herein, and (iv) the obligations of the City set forth herein. The Parties shall each bear their own costs in connection with said validation proceeding.

6.3 Public Purpose. The City does hereby ascertain, determine, declare, and find that the construction, development, and operation of the Project on the Project Site, supported by the expenditure of public funds and the provision of things of value in the form of the City Project Sales Tax Payments, will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Developer or any other person or private entity. The City does further hereby ascertain, determine, declare, and find that it is in the best interests of the citizens of the City and will serve a public purpose and further enhance the public benefit and welfare by, among other things: (i) generating significant annual taxable sales and the substantial creation of full and part-time jobs, many of which may be filled by residents of the City; (ii) promoting local economic and commercial development and the stimulation of the local economy; (iii) increasing the City's tax base, which will result in additional tax revenues for the City; (iv) promoting the location, relocation, expansion, and retention of commercial enterprises in the City; and (v) preserving and improving the aesthetic quality of commercial development, which supports and improves the economic health of the City.

6.4 Liability of the City. Nothing contained in this Agreement shall be construed to impose a charge against the general credit of the City. The City shall have no liability or obligation in connection with the construction or operation of the Project or the Project Site.

6.5 Indemnity. Developer shall release, save, hold harmless, and indemnify the Indemnified Parties from and against any and all claims arising from or in any way connected with the Project and the Project Site, and without limitation of the foregoing, arising from Developer's breach or default in the performance of any obligation herein, or arising from or in connection with any activity of Developer or Developer's agents, contractors, or employees in connection with the Project or the Project Site, and from and against all costs, reasonable attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim. In connection with this clause, Developer, upon written request by the City, shall defend the same at Developer's expense by counsel reasonably satisfactory to the City.

6.6 Assignment or Transfer. Subject to applicable law, Developer shall not assign or transfer this Agreement or any interest herein or any part hereof to another person or entity unless each of the following conditions is satisfied: (i) such assignee agrees in writing to assume and be responsible for any and all obligations and duties of Developer under this Agreement, (ii) Developer is in compliance with all the terms and conditions of this Agreement at the time of such proposed assignment or transfer, and (iii) only upon written consent of the City, which shall be in the sole discretion of the City.

6.7 Governing Law; Venue. This Agreement, all rights of the Parties hereunder, and all disputes which may arise hereunder shall be subject to and governed in accordance with the laws of the State of Alabama. By executing this Agreement, the Parties hereto do hereby consent and agree that the Circuit Court of Tuscaloosa County, Alabama, shall have the exclusive

jurisdiction and venue with respect to any matter between the Parties arising out of or related to this Agreement, the Project, or the Project Site.

6.8 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.9 Notices. All communications and notices expressly provided herein shall be sent by certified or registered mail (return receipt requested) or by a nationally recognized overnight courier for delivery on the following business day, as follows:

If to the City:

City of Northport
City Hall
3500 McFarland Blvd.
Northport, Alabama 35476
Attn: City Administrator

If to the Developer:

RJ Lurleen, LLC
509 Cloverdale Road, Suite 101
Montgomery, AL 36106
Attn: Frank Johnson

with a copy to:

Ronald L. Davis, City Attorney
City of Northport, Alabama
3500 McFarland Blvd.
Northport, Alabama 35476

or to such other address as the Parties shall be from time to time designate by written notice.

6.10 Cost and Expense. Each Party agrees to pay its own costs incurred in connection with the negotiation and preparation of this Agreement.

6.11 Press Releases. Developer and City hereby agree to cooperate with the other in connection with the preparation and release of all press releases and publications concerning the announcement and progress of the Project during its development and opening stages.

6.12 Section Titles and Headings. The section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

6.13 Representations and Warranties.

(a) Developer makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement:

(i) Developer is a duly organized Alabama limited liability company, qualified to do business in the State of Alabama, and is in good standing under the laws of the State of Alabama.

(ii) Developer has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement.

(iii) The execution and delivery of this Agreement on the part of Developer's undersigned member or officer has been duly authorized by Developer.

(iv) All actions and proceedings required to be taken by or on behalf of Developer to execute and deliver this Agreement, and to perform the covenants, obligations, and agreements of Developer hereunder, have been duly taken.

(v) The execution and performance of this Agreement by Developer does not constitute and will not result in the breach or violation of any contract, lease, mortgage, bond, indenture, franchise, permit, or agreement of any nature to which Developer is a party.

(vi) The representations, warranties, and covenants made by Developer herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

(b) The City makes the following representations and warranties as the basis for its undertakings pursuant to the Agreement:

(i) The City is a duly organized and validly existing Alabama municipal corporation.

(ii) The execution and delivery of this Agreement on the part of the City and the execution of this Agreement by its Mayor have been duly authorized by the City.

(iii) Notwithstanding the foregoing representations and warranties, Developer has performed its own investigation as to the legal authority of the City to perform its obligations under this Agreement and the procedure by which this Agreement is authorized by the City. In the event the City is adjudicated by a court of competent jurisdiction to lack the power or authority to enter into this Agreement or to perform its obligations hereunder, or if the power of municipalities generally under Amendment 772 is restricted by way of judicial opinion or legislative act, the City shall not be liable to Developer for any City Project Sales Tax Payments otherwise owed to Developer.

6.14 City's Liabilities. Notwithstanding any provision hereof to the contrary, the Parties agree and acknowledge that the obligations of the City as set forth herein are limited by the limitations imposed on municipalities by the Constitution and laws of the State of Alabama with respect to the duties and powers of the City and its officers.

6.15 Relationship of Parties. The City and Developer agree that nothing contained in this Agreement, or any act of Developer or of the City, shall be deemed or construed by the Parties hereto, or by third persons, to create any relationship of third-party beneficiary hereof, or of

principal and agent, a limited or general partnership, a joint venture, or of any association or relationship between Developer and the City other than as independent contractors in a contract entered into at arm's length. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no investment or equity interest in the business of Developer. Moreover, the City shall not be liable for any debts of Developer, nor shall the City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Developer. At no time shall Developer attempt to use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies, or other things whatsoever.

6.16 Compliance with Laws.

(a) Developer shall comply, and shall cause its officers, agents, employees, contractors, and tenants to comply with all applicable federal, state, and local statutes, regulations, rules, ordinances, and other laws applicable to the construction, development, and operation of the Project on the Project Site.

(b) Developer shall not enter into, execute, or be a party to any covenant agreement, lease, deed, assignment, conveyance, or any other written instrument, which restricts the sale, lease, use or occupancy of the Project or the Project Site, or any part thereof, or any improvements placed thereon, upon the basis of national origin, race, religion, sex, color, or any other legally-protected class. Developer shall comply with all federal, state, and local laws, in effect from time to time, concerning the operation of the Project on the Project Site and shall not discriminate by reason of national origin, race, religion, sex, color, or any other legally-protected class in the sale, lease, use, or occupancy of the Project and the Project Site.

6.17 Binding Effect. This Agreement and all terms, provisions, and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their approved successors and assigns.

6.18 Time. Time is of the essence for all dates and deadlines in this Agreement.

6.19 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement.

6.20 Estoppel Certificates. From time to time, upon request by any Party, the Party asked shall provide to the Party making the request, an acknowledgement or certificate with respect to such matters concerning this Agreement or the status of performance hereunder, as may be reasonably requested.

6.21 No Waiver. No failure by any Party hereto to exercise any right or power given under this Agreement or to insist upon strict compliance with any obligations specified in this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver of any Party's right to demand strict compliance with the terms of this Agreement. No express waiver of any matter shall affect any other matter under this Agreement. Express waivers are only effective if in writing.

6.22 Entire Agreement: Amendment. This Agreement constitutes one entire and complete agreement, and neither of the Parties hereto shall have any rights arising from any separate component of this Agreement without complying in all respects with its duties and obligations under all parts and components hereof. This Agreement constitutes and includes all promises and representations, expressed or implied, made by the City and Developer. No stipulations, agreements or understandings of the Parties hereto shall be valid or enforceable unless contained in this Agreement. No oral conditions, warranties or modifications hereto shall be valid between the Parties. This Agreement may be amended only by a written instrument executed by both Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed to be effective as of the date first above written.

DEVELOPER:

RJ LURLEEN, LLC

By: _____

Title: Member

Date: _____

STATE OF ALABAMA

TUSCALOOSA COUNTY

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that _____, whose name as MEMBER of RJ LURLEEN, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of the said limited liability company.

Given under my hand and seal this _____ day of May, 2024.

Notary Public

My Commission Expires:

CITY:

CITY OF NORTHPORT, ALABAMA

By: _____

Hon. John Hinton

Title: Mayor

Date: _____

Attest:

Glenda Webb
City Administrator

STATE OF ALABAMA

TUSCALOOSA COUNTY

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that JOHN HINTON and GLENDA WEBB, whose names as MAYOR and CITY ADMINISTRATOR, respectively, of the CITY OF NORTHPORT, ALABAMA, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said City.

Given under my hand and seal this _____ day of May, 2024.

Notary Public

My Commission Expires: _____



DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 11.b.2.

MEETING DATE: May 20, 2024

SUBJECT: First Reading, Resolution Consenting to the Vacation of Right-of-Way for a portion of 29th Avenue

Unfinished Business:

Public Hearing: X

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Chris Cunningham

Summary:

Wright Properties, LLC, York Street Investments, LLC and BR Development, LLC are the owners of property located on 29th Avenue. The owners have filed with the City a Declaration of Vacation of Right-of-Way for a portion of 29th Avenue, specifically parcel "A", "B", and "C" as attached hereto in Exhibit "A".

The Code of Alabama requires that the Council, after advertisement in a paper of local circulation, conduct a public hearing at a regularly scheduled meeting to consider written objections prior to taking action on the proposed vacation. The notice of the public hearing was published in the Northport Gazette for four (4) consecutive weeks as required and the petitioner, as well as the various utility companies, and adjacent property owners have been notified of the hearing date.

To vacate a public right-of-way, the Council must adopt a resolution of a permanent nature which requires a first and second reading. If offered for a first reading tonight, we will bring the resolution back for a second reading at your meeting of June 3, 2024.

Recommendation:

That you conduct the public hearing as scheduled, and assuming there are no objections, offer the attached resolution for a 1st Reading.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

After the public hearing, if it is the pleasure of the Council, I move a member of Council offer the attached resolution for a 1st Reading.

THIS INSTRUMENT PREPARED BY:

**Ronald L. Davis, Attorney
City of Northport
3500 McFarland Blvd.
Northport, AL 35476**

Sources of Title:

**Deed Book 2017, Page 25720 (Wright)
Deed Book 2019, Page 25641 (York)
Deed Book 2018, Page 18957 (BR)**

PERMANENT RESOLUTION NO. 24-

**RESOLUTION CONSENTING TO THE VACATION OF PUBLIC RIGHT-OF-WAY
FOR A PORTION OF 29TH AVENUE IN THE CITY OF NORTHPORT**

WHEREAS, Wright Properties, LLC, York Street Investments, LLC, and BR Development, LLC owners of property located on 29th Avenue, hereinafter called the Owner, duly filed a Declaration of Vacation of Right-of-Way of a property with the City of Northport (“the City”) on the 27th day of February, 2024 alleging that they own all the land abutting a certain property in the City of Northport hereinafter described; and

WHEREAS, said property lies within Corporate Limits of the City of Northport, Alabama and the assent of the City Council of Northport, Alabama, the governing body of the said Municipality, to the vacation of said public property has been requested and is desired by the Owner(s); and,

WHEREAS, pursuant to Ala. Code Sections 23-4-2 and 11-49-6 (1975), notice of a date for hearing was duly published in the Northport Gazette and utility entities, and abutting property owners were notified by mail, all as required by law; and,

WHEREAS, on the date and time duly noticed and specified, a public hearing to determine the assent of the vacation and to discern the fair market value of the property was held on May 20, 2024 and the abutting property owners either be present or jointly consent to the same in the Declaration of Vacation or to waive their objection by their absence;

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

It appears to the City Council of Northport that the vacation of said public property is in the interest of the public that such property, street or highway or portion thereof, be vacated and that said vacation as herein described will not deprive other property owners of their right, as they may have, convenience and reasonable means of ingress to and from their property, nor will it adversely affect the interest of the public in any way and that the assent of said City Council

be, and the same is hereby, given to the vacation of the following described property, street or highway in the City of Northport, County of Tuscaloosa, Alabama, to-wit:

Property Description

Proposed 29th Avenue Right-of-Way Vacation Parcel "A"

Adjacent Property Owner: Wright Properties, LLC

Tuscaloosa County, Alabama

A portion of the 29th Avenue right-of-way, said road having a right-of-way width of 33.00', lying in the Northeast Quarter of Section 16, Township 21 South, Range 10 West, Tuscaloosa County, Alabama; said right-of-way portion being more particularly described as follows:

As a STARTING POINT, start at a rebar found marking the Southeast corner of Lot 1 Hallman Subdivision, as recorded in Plat Book 1998 at Page 83 in the Probate Records of Tuscaloosa County, Alabama, said point also lying on the Northern right-of-way of 11th Street, said right-of-way having a width of 54.00'; thence run in an Easterly direction and along said Northern right-of-way for a distance of 46.56' to a capped rebar set, thence continue along the previous course and along the said Northern right-of-way of 11th Street for a distance of 90.00' to a capped rebar set on the Western right-of-way of 29th Avenue, said right-of-way having a width of 33.00'; thence with an angle of 86°47'00" to the right, run in a Northerly direction and along said Western right-of-way of 29th Avenue for a distance of 135.83' to a capped rebar set marking the POINT OF BEGINNING of the right-of-way portion herein described; thence continue along the aforementioned course and along said Western right-of-way of 29th Avenue for a distance of 121.58' to a capped rebar set on the curving South right-of-way margin of Southrail Railroad, said right-of-way being concave to the Southwest and having a delta of 0°52' and a radius of 1,200.44'; thence with an interior angle of 64°36'29" to the left and to the chord, run in a Southeasterly direction and along said curving right-of-way for a chord distance of 18.26' (18.26' arc distance) to a capped rebar set; thence with an interior of 115°23'31" from the chord and to the left, run in a Southerly direction, departing from said right-of-way for a distance of 113.74' to a capped rebar set; thence with an interior angle of 90°00'00" to the left, run in a Westerly direction for a distance of 16.50' to the POINT OF BEGINNING, thereby forming an angle of closure of 90°00'00", said parcel containing approximately 0.04 acres, more or less.

Property Description

Proposed 29th Avenue Right-of-Way Vacation Parcel "B"

Adjacent Property Owner: York Street Investments, LLC

Tuscaloosa County, Alabama

A portion of the 29th Avenue right-of-way, said road having a right-of-way width of 33.00', lying in the Northeast Quarter of Section 16, Township 21 South, Range 10 West, Tuscaloosa County, Alabama; said right-of-way portion being more particularly described as follows:

As a STARTING POINT, start at a rebar found marking the Southeast corner of Lot 1 Hallman Subdivision, as recorded in Plat Book 1998 at Page 83 in the Probate Records of Tuscaloosa County, Alabama, said point also lying on the Northern right-of-way of 11th Street, said right-of-way having a width of 54.00'; thence run in an Easterly direction and along the said Northern right-of-way for a distance of 46.56' to a capped rebar set, thence continue along the previous course and along the said Northern right-of-way of 11th Street for a distance of 90.00' to a capped rebar set on the Western right-of-

way of 29th Avenue, said right-of-way having a width of 33.00'; thence with an angle of 86°47'00" to the right, run in a Northerly direction and along said Western right-of-way of 29th Avenue for a distance of 50.08' to a capped rebar set marking the POINT OF BEGINNING of the right-of-way portion herein described; thence continue along the aforementioned course and along said Western right-of-way of 29th Avenue for a distance of 85.75' to a capped rebar; thence with an interior angle of 90°00'00" to the left, run in an Easterly direction for a distance of 16.50' to a capped rebar set; thence with an interior angle of 90°00'00" to the left, run in a Southerly direction for a distance of 86.68' to a capped rebar set; thence with an interior angle of 86°47'00" to the left, run in a Westerly direction for a distance of 16.53' to the POINT OF BEGINNING, thereby forming an angle of closure of 93°13'00", said parcel containing approximately 0.03 acres, more or less.

Property Description

Proposed 29th Avenue Right-of-Way Vacation Parcel "C"

Adjacent Property Owner: B R Development, LLC

Tuscaloosa County, Alabama

A portion of the 29th Avenue right-of-way, said road having a right-of-way width of 33.00', lying in the Northeast Quarter of Section 16, Township 21 South, Range 10 West, Tuscaloosa County, Alabama; said right-of-way portion being more particularly described as follows:

As a STARTING POINT, start at a rebar found marking the Southeast corner of Lot 1 Hallman Subdivision, as recorded in Plat Book 1998 at Page 83 in the Probate Records of Tuscaloosa County, Alabama, said point also lying on the Northern right-of-way of 11th Street, said right-of-way having a width of 54.00'; thence run in an Easterly direction and along the said Northern right-of-way for a distance of 46.56' to a capped rebar set, thence continue along the previous course and along the said Northern right-of-way of 11th Street for a distance of 90.00' to a capped rebar set on the Western right-of-way of 29th Avenue, said right-of-way having a width of 33.00'; thence with an angle of 86°47'00" to the right, run in a Northerly direction and along said Western right-of-way of 29th Avenue for a distance of 50.08' to a capped rebar set; thence with an angle of 86°47'00" to the left, departing from said Western right-of-way, run in an Easterly direction for a distance of 16.53' to a capped rebar set marking the POINT OF BEGINNING of the right-of-way portion herein described; thence continue along the aforementioned course for a distance of 16.53' to a capped rebar on the Eastern right-of-way of said 29th Avenue; thence with an interior angle of 86°47'00" to the right, run in a Northerly direction and along said Eastern right-of-way for a distance of 193.21' to a capped rebar set on the curving South right-of-way of Southrail railroad, said right-of-way concave to the Southwest and having a delta of 0°53' and a radius of 1,200.44; thence with an interior angle of 116°16'01" to the right and to the chord, run in a Westerly direction and along said curving right-of-way for a chord distance of 18.40' (arc distance 18.40') to a capped rebar set; thence with an interior angle of 63°43'59" to the right and from the chord, run in a Southerly direction for a distance of 200.43' to the POINT OF BEGINNING, thereby forming an angle of closure of 93°13'00", said parcel containing approximately 0.07 acres, more or less.

Refer to attached corresponding survey plat.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF NORTHPORT as follows:

1. That pursuant to Ala. Code 11-49-6 (1975), the costs are set out as follows:

Owner(s): **Wright Properties, LLC, York Street Investments, LLC, and BR Development, LLC**

Publication and other Miscellaneous Costs: **\$2,721.60**

Total: **\$2,721.60**

Failure by any landowner to tender payment of the Fair Market Value of the lands received and publication costs within 60 days of the adoption of this resolution by the City Council shall nullify the assent of the City Council and render said property vacation void. Payment shall be tendered by guaranteed funds and payable to the City of Northport.

2. That pursuant to Ala. Code 23-4-2 (1975), the City Clerk is hereby directed to publish this resolution in the Northport Gazette, a newspaper of general circulation, one time within 14 days of the adoption of this resolution.

3. That the Mayor be, and hereby is, authorized to present a copy of this resolution duly certified as correctly by the City Administrator of the City of Northport, the officer in charge of the records of the Municipality to the landowner within 10 days of the date of publication of this resolution in order that same may be attached to and filed and recorded with the legal declaration of vacation of said above and foregoing described property.

4. That this vacation is final and binding provided that an appeal is not filed by any Interested person within 30 days of the adoption of this resolution to any trial court of competent jurisdiction and or appellate court of this State and is adjudicated in the appellants favor pursuant to procedures as set forth in Ala. Code 23-4-5 (1975) as amended by Acts of Alabama 2004-323 which renders said vacation null and void.

5. That this resolution shall not be valid nor considered a lawful conveyance and said property shall not be deemed to be vacated until such time as the payment of the publication costs and Fair Market Value of lands described herein and have been received by the City. Upon tender of the City of all sums due, the City is relieved from any and all responsibility and liability for the maintenance and repair of said property. It is the responsibility of the owner to record the Resolution of Vacation with the Office of Probate Judge of Tuscaloosa County and

the City shall not be held to be contributory negligent for the failure, mistake, neglect or omission of the owner to record the Resolution of Vacation of public record.

6. That this vacation is subject to any and all public utility easements including but not limited to Alabama Power Company, AT&T, Alabama Gas Corporation, Charter Cable and Comcast Cable, which may exist and be located within said right-of-way including such public utilities which may have utilized the Municipal street right-of-way without receiving an executed and recorded easement from the City or any relevant property owner and a minimum easement of 20 feet in width, being 10 feet on either side of currently existing utilities, are reserved to any public utility with assets within the vacated area.

RESOLVED AND DONE this 3rd day of June 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

By: _____
Christy Bobo
Its President

ATTEST:

Glenda D. Webb
City Administrator

1st Reading: May 20, 2024
Motion By:
2nd Reading: June 3, 2024
Motion By:
Second By:
Publication:

EXHIBIT “A”

LETTER OF
TRANSMITTAL



DUNCAN ▯ COKER
ASSOCIATES

CIVIL ENGINEERING ▯ SURVEYING ▯ PLANNING

To: Brad Matthews, P.E.
Engineering Department
City of Northport, Alabama

Date: February 27, 2024

Transmitted Via: Hand Delivery

Subject: Wright Properties, LLC; York Street Investments, LLC;
BR Development, LLC

Enclosures: Declaration of Vacation of Public Right-of-Way

Comments: Please let us know if you have questions. Thanks.

Transmitted As Checked Below:

☐	As Requested	☐	For Signature
☒	For Approval	☐	For Your File
☐	For Payment		
☐	For Review		

From: Jimmy Duncan, PE/PLS/LEED AP
jduncan@duncancoker.com

Duncan Coker Associates, P.C.
302 Merchants Walk, Suite 250
Tuscaloosa, AL 35406
www.duncancoker.com
205-561-0808

“EXHIBIT 1”

This instrument prepared by:

**Joseph E. Powell, Esq.
SPRUELL & POWELL, LLC
911 Main Avenue
Northport, Alabama 35476
(205) 345-8755**

SOURCES OF TITLE:

**DEED BOOK 2017 PAGE 25720 (Wright)
DEED BOOK 2019 PAGE 25641 (York)
DEED BOOK 2018 PAGE 18957 (BR)**

**STATE OF ALABAMA)
TUSCALOOSA COUNTY)**

DECLARATION OF VACATION OF PUBLIC RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, that Wright Properties, LLC, York Street Investments, LLC, and BR Development, LLC, are the owners of all the land abutting a PUBLIC RIGHT-OF-WAY, which is hereinafter more particularly described, and which public right-of-way said owners desires to vacate as provided in Ala. Code §23-4-20 (1975). The vacation of said alley as hereinafter described will not deprive other property owners of reasonable means of ingress and egress to and from their property nor will it adversely affect the interest of the general public in any way.

NOW, THEREFORE, pursuant to the provisions of Ala. Code §23-4-20 (1975), the undersigned owners do hereby declare the following described alley located in the City of Northport, Tuscaloosa County, Alabama, to be vacated:

Property Description

**Proposed 29th Avenue Right-of-Way Vacation Parcel "A"
Adjacent Property Owner: Wright Properties, LLC
Tuscaloosa County, Alabama**

A portion of the 29th Avenue right-of-way, said road having a right-of-way width of 33.00', lying in the Northeast Quarter of Section 16, Township 21 South, Range 10 West, Tuscaloosa County, Alabama; said right-of-way portion being more particularly described as follows:

As a STARTING POINT, start at a rebar found marking the Southeast corner of Lot 1 Hallman Subdivision, as recorded in Plat Book 1998 at Page 83 in the Probate Records of Tuscaloosa County, Alabama, said point also lying on the Northern right-of-way of 11th Street, said right-of-way having a width of 54.00'; thence run in an Easterly direction and along said Northern right-of-way for a distance of 46.56' to a capped rebar set, thence continue along the previous course and along the said Northern right-of-way of 11th Street for a distance of 90.00' to a capped rebar set on the Western right-of-way of 29th Avenue, said right-of-way having a width of 33.00'; thence with an angle of 86°47'00" to the right, run in a Northerly direction and along said Western right-of-way of 29th Avenue for a distance of 135.83' to a capped rebar set marking the POINT OF BEGINNING of the right-of-way portion herein described; thence continue along the aforementioned course and along said Western right-of-way of 29th Avenue for a distance of 121.58' to a capped rebar set on the curving South right-of-way margin of Southrail Railroad, said right-of-way being concave to the Southwest and having a delta of 0°52' and a radius of

1,200.44'; thence with an interior angle of 64°36'29" to the left and to the chord, run in a Southeasterly direction and along said curving right-of-way for a chord distance of 18.26' (18.26' arc distance) to a capped rebar set; thence with an interior of 115°23'31" from the chord and to the left, run in a Southerly direction, departing from said right-of-way for a distance of 113.74' to a capped rebar set; thence with an interior angle of 90°00'00" to the left, run in a Westerly direction for a distance of 16.50' to the POINT OF BEGINNING, thereby forming an angle of closure of 90°00'00", said parcel containing approximately 0.04 acres, more or less.

Property Description

Proposed 29th Avenue Right-of-Way Vacation Parcel "B"

Adjacent Property Owner: York Street Investments, LLC

Tuscaloosa County, Alabama

A portion of the 29th Avenue right-of-way, said road having a right-of-way width of 33.00', lying in the Northeast Quarter of Section 16, Township 21 South, Range 10 West, Tuscaloosa County, Alabama; said right-of-way portion being more particularly described as follows:

As a STARTING POINT, start at a rebar found marking the Southeast corner of Lot 1 Hallman Subdivision, as recorded in Plat Book 1998 at Page 83 in the Probate Records of Tuscaloosa County, Alabama, said point also lying on the Northern right-of-way of 11th Street, said right-of-way having a width of 54.00'; thence run in an Easterly direction and along the said Northern right-of-way for a distance of 46.56' to a capped rebar set, thence continue along the previous course and along the said Northern right-of-way of 11th Street for a distance of 90.00' to a capped rebar set on the Western right-of-way of 29th Avenue, said right-of-way having a width of 33.00'; thence with an angle of 86°47'00" to the right, run in a Northerly direction and along said Western right-of-way of 29th Avenue for a distance of 50.08' to a capped rebar set marking the POINT OF BEGINNING of the right-of-way portion herein described; thence continue along the aforementioned course and along said Western right-of-way of 29th Avenue for a distance of 85.75' to a capped rebar; thence with an interior angle of 90°00'00" to the left, run in an Easterly direction for a distance of 16.50' to a capped rebar set; thence with an interior angle of 90°00'00" to the left, run in a Southerly direction for a distance of 86.68' to a capped rebar set; thence with an interior angle of 86°47'00" to the left, run in a Westerly direction for a distance of 16.53' to the POINT OF BEGINNING, thereby forming an angle of closure of 93°13'00", said parcel containing approximately 0.03 acres, more or less.

Property Description

Proposed 29th Avenue Right-of-Way Vacation Parcel "C"

Adjacent Property Owner: B R Development, LLC

Tuscaloosa County, Alabama

A portion of the 29th Avenue right-of-way, said road having a right-of-way width of 33.00', lying in the Northeast Quarter of Section 16, Township 21 South, Range 10 West, Tuscaloosa County, Alabama; said right-of-way portion being more particularly described as follows:

As a STARTING POINT, start at a rebar found marking the Southeast corner of Lot 1 Hallman Subdivision, as recorded in Plat Book 1998 at Page 83 in the Probate Records of Tuscaloosa County, Alabama, said point also lying on the Northern right-of-way of 11th Street, said right-of-way having a width of 54.00'; thence run in an Easterly direction and along the said Northern right-of-way for a distance of 46.56' to a capped rebar set, thence continue along the previous course and along the said Northern right-of-way of 11th Street for a distance of 90.00' to a capped rebar set on the Western right-of-way of 29th Avenue, said right-of-way having a width of 33.00'; thence with an angle of 86°47'00" to the right, run in a Northerly direction and along said Western right-of-way of 29th Avenue for a distance of 50.08' to a capped rebar set; thence with an angle of 86°47'00" to the left, departing from said Western right-of-way, run in an Easterly direction for a distance of 16.53' to a capped rebar set marking the POINT OF BEGINNING of the right-of-way portion herein described; thence continue along the aforementioned course for a distance of 16.53' to a capped rebar on the Eastern right-of-way of said 29th Avenue; thence with an interior angle of 86°47'00" to the right, run in a Northerly direction and along said Eastern right-of-way for a distance of 193.21' to a capped rebar set on the curving South right-of-way of Southrail railroad, said right-of-way concave to the Southwest and having a delta of 0°53' and a radius of 1,200.44'; thence with an interior angle of 116°16'01"

to the right and to the chord, run in a Westerly direction and along said curving right-of-way for a chord distance of 18.40' (arc distance 18.40') to a capped rebar set; thence with an interior angle of 63°43'59" to the right and from the chord, run in a Southerly direction for a distance of 200.43' to the POINT OF BEGINNING, thereby forming an angle of closure of 93°13'00", said parcel containing approximately 0.07 acres, more or less.

Refer to attached corresponding survey plat.

The said alley to be vacated is within the limits of the City of Northport and assent to the vacation of said alley will be obtained from the City Council, a copy of which, certified by the City Administrator, will be attached hereto and will be filed and recorded with this written Declaration of Vacation and will be made a part hereof.

IN WITNESS WHEREOF, the said Wright Properties, LLC, York Street Investments, LLC, and BR Development, LLC have set their hands and seals hereto this 27th day of February, 2024.

[Signature]
Wright Properties, LLC

[Signature]
BR Development, LLC

[Signature]
York Street Investments, LLC

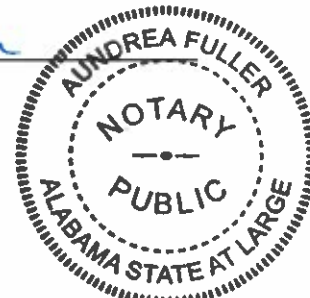
STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, Aundrea Fuller, a Notary Public in and for said State at Large, hereby certify that Wright Properties, LLC, whose name is signed to the foregoing document, and who is known to me, acknowledged that being informed of the contents of the document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of February, 2024.

[Signature]
Notary Public.

My Commission Expires: July 26, 2025



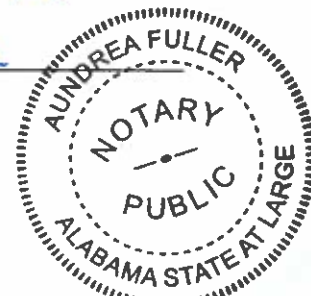
STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, Aundrea Fuller, a Notary Public in and for said State at Large, hereby certify that York Street Investments, LLC, whose name is signed to the foregoing document, and who is known to me, acknowledged that being informed of the contents of the document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of February, 2024.

[Signature]
Notary Public.

My Commission Expires: July 26, 2025



STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, Aundrea Fuller, a Notary Public in and for said State at Large, hereby certify that BR Development, LLC, whose name is signed to the foregoing document, and who is known to me, acknowledged that being informed of the contents of the document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of February, 2024.

Aundrea Fuller
Notary Public.

My Commission Expires: July 26, 2025

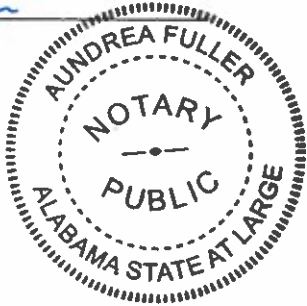
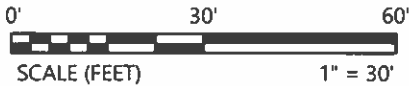


EXHIBIT " "



SOUTHRAIL RAILROAD
(100' R.O.W.)

TRACK CENTERLINE

$\Delta = 0^\circ 52'$
RAD = 1200.44'
TAN = 9.13'
CHD = 18.26'
L.C. = 18.26'

$\Delta = 0^\circ 53'$
RAD = 1200.44'
TAN = 9.20'
CHD = 18.40'
L.C. = 18.40'

LOT 2
FRED H HALLMAN SUBDIVISION
PB #1998, PG #83
TIMOTHY JAMES SHANAHAN
DB #2007, PG #27322

UNPLATTED LAND

**PROPOSED R.O.W. VACATION
PARCEL "C"**
PORTION OF 29th AVENUE
±0.07 ACRES

WRIGHT PROPERTIES, LLC
DB 2017 PG 25720

**PROPOSED R.O.W. VACATION
PARCEL "A"**
PORTION OF 29th AVENUE
±0.04 ACRES

EXISTING LOT 12
E.F. MAXWELL
P.B. 1 PG 142

EXISTING LOT 12
E.F. MAXWELL
P.B. 1 PG 142

POINT OF BEGINNING PARCEL "A"

NOTE: PORTION OF 29th AVENUE FOR WHICH
VACATION IS PROPOSED HAS A WIDTH OF 33'
ACCORDING TO TAX RECORDS. E. F. MAXWELL
SUBDIVISION PLAT SPECIFIES A WIDTH OF WHAT
APPEARS TO BE 50' (NEARLY ILLEGIBLE).

**PROPOSED R.O.W. VACATION
PARCEL "B"**
PORTION OF 29th AVENUE
±0.03 ACRES

YORK STREET INVESTMENTS, LLC
DB 2019 PG 25641

POINT OF BEGINNING PARCEL "B"

B. R. DEVELOPMENT, LLC
DB #2018, PG #18957

29th Avenue
(33' R.O.W.)

11th STREET
(50' R.O.W.)

11th STREET
(54' R.O.W.)

POINT OF COMMENCEMENT "A", "B", & "C"
SOUTHEAST CORNER OF LOT 1
HALLMAN SUBDIVISION
PB #1998, PG #83
TUSCALOOSA COUNTY, ALABAMA

SYMBOLS LEGEND

- R.O.W. — RIGHT-OF-WAY LINE
- — — PROPERTY LINE
- — — PROPOSED EASEMENT
- ▲ CAPPED REBAR PLACED
- ▲ FOUND REBAR
- PB PLAT BOOK
- DB DEED BOOK
- PG PAGE



DC
DUNCAN COKER
ASSOCIATES

CIVIL ENGINEERING • SURVEYING • PLANNING
302 MERCHANTS WALK, SUITE 250
TUSCALOOSA, AL 35406
205-561-0808

WWW.DUNCANCOKER.COM

**PROPOSED RIGHT-OF-WAY VACATION
29th AVENUE
NORTHPORT, ALABAMA**

NO.	DATE	DESCRIPTION
DATE: 02/22/24	CHECKED BY: L E P	DRAWN BY: D W H
FILENAME: Wright-11thStNorthport-Vac	PROJECT NUMBER: 23-2452	Sh. No. C1.0

EXHIBIT " "

TO WHOM IT MAY CONCERN:

I, James L. Duncan, Jr., a Licensed Professional Land Surveyor in the State of Alabama of the firm of Duncan Coker Associates, P.C., Tuscaloosa, Alabama, hereby certify that 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.

Witness my hand this the 22nd day of February, 2024.

James L. Duncan, Jr.

James L. Duncan, Jr., PE/PLS
Licensed Professional Land Surveyor
Alabama License No. 23657

This survey has been prepared without the benefit of a title report and does not therefore necessarily indicate all encumbrances on the property.





DUNCAN ■ COKER
ASSOCIATES

CIVIL ENGINEERING ■ SURVEYING ■ PLANNING
302 MERCHANTS WALK, SUITE 250
TUSCALOOSA, AL 35406
205-561-0808
WWW.DUNCANCOKER.COM

PROPOSED RIGHT-OF-WAY VACATION
29th AVENUE
NORTHPORT, ALABAMA

NO.	DATE	DESCRIPTION

DATE: 02/22/24	CHECKED BY: L E P	DRAWN BY: D W H	Sh. No.
FILENAME: Wright-11thStNorthport-Vac			PROJECT NUMBER: 23-245.2

C1.1



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

AGENDA ITEM NO. 11.c.1.

MEETING DATE: May 20, 2024

SUBJECT: Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 6810 32nd Street

Unfinished Business: X

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 6810 32nd Street is unsafe and dangerous to the public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

Recommendation:

That this structure be demolished.

Funding Source/GL Code:

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

Motion for Consideration:

I make a motion to approve the ordinance ordering demolition of an unsafe structure located at 6810 32nd Street.

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:

6810 32nd Street 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 20th day of May, 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: **6810 32nd Street** is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance.
2. That the aforementioned building, structure, or part thereof, or party wall or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Sections 11-53B-1, et seq., Code of Alabama (1975), as amended.
3. The provisions of this Ordinance are separable. If any part or parts of this Ordinance are declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining part or parts thereof shall continue in full force and effect.
4. This Ordinance expressly does not repeal any other provisions of the Code of Ordinances of the City of Northport, Alabama.
5. This Ordinance shall become effective immediately upon its passage or otherwise becoming law.

ORDAINED AND DONE this 20th day of May, 2024.

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this the 20th day of May, 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: May 6, 2024
Motion:
2nd Reading: May 20, 2024
Motion By:
Second By:
Publication:



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

April 3, 2024

Mary Ann Hathcock

13225 Campground Road

Northport, AL 35475

**RE: NOTICE OF UNSAFE STRUCTURE AT – 6810 32nd Street Northport, AL 35473
TAX PARCEL I.D. # 63-31-03-07-2-001-041.000**

To Whom It May Concern:

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

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

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

Mary Ann Hathcock

April 3, 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

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **6810 32nd Northport, AL 35473**
OWNER: **Mary Ann Hathcock**

PROPERTY MAINTANANCE CODE

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



CITY OF NORTHPORT

OWNER: Mary Ann Hathcock

MAILING ADDRESS: 13225 Campground Road Northport, AL 35475

LOCATION OF STRUCTURE: 6810 32nd Street Northport, AL 35473

April 3, 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



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

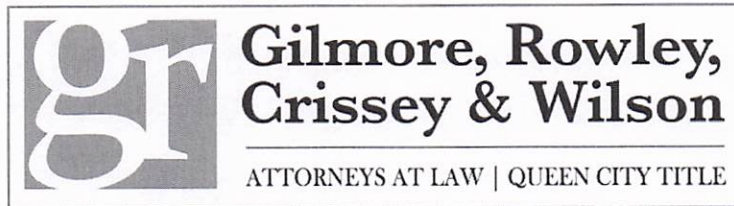
PURSUANT to Article II (Demolition of Unsafe Buildings) of the Northport City Code, the Building Inspector for the City of Northport has found that the structure(s), building(s), party wall(s) and/or foundation(s), or parts thereof, located at **6810 32nd Street** in the City of Northport, which real property was last assessed for state taxes by **Mary Ann Hathcock**, 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 **20th** day of **May 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

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



Tara R. Carpenter
Queen City Title Manager

March 20, 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
6810 32nd Street, Northport, Alabama 35473**

Dear Tyler:

Per your request, we have examined title from September 7, 1979 through March 11, 2024 and offer the following summary on the above referenced property. Copies of referenced documents may be provided upon request.

Address: 6810 32nd Street, Northport, Alabama 35473

Tax Id: 63 31 03 07 2 001 041.000

Legal: Lot #4 of Western Plains as recorded in Plat Book 9, at Page 81, 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: Mary Ann Hathcock
13225 Campground Rd
Northport, AL 35475

Tax Amount: Property taxes for 2023 in the amount of \$194.81 were paid on October 6, 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 Hamric C. Hathcock and wife Mary Ann Hathcock to Hamric C. Hathcock and wife Mary Ann Hathcock, dated May 7, 2002 and recorded on May 20, 2002 in Deed Book 2002, at Page 8933 in the Probate Office of Tuscaloosa County, Alabama.

Note: Hamric C. Hathcock deceased on or about August 14, 2004, making Mary Ann Hathcock the sole owner.

Mary Ann Hathcock deceased on or about January 11, 2024. Her obituary states she is survived by a son Bil Souza of Hawaii. She was predeceased by two other sons.

We do not find a Probate file for her estate in Tuscaloosa County, Alabama.

Mortgages: None.

Judgments
/ Liens: None.

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. Easements, minimum building lines and other restrictions as shown on the recorded plat in Plat Book 9, at Page 81 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. March 11, 2024.**

Very truly yours,

/s/ Adrian M. Rowley

Adrian M. Rowley

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

Tuscaloosa County Alabama Public GIS

W19/M109 - f23.5.1c-i23.11Pub - TuscaloosaAL - 03-03-2024

Parcel Details

[FavLink](#) [PRC](#) [NewSrch](#) [Back](#) [Print](#)

Account Pin STR	49075 : 69530 : 07-21S-10W		
Parcel No:	63 31 03 07 2 001 041.000		
Prop Addr:	6810 32ND STREET		
Tax Dist:	05 - Northport	Exemption: Not Exempt	
Deeded Acres:	0.00ac	Calc't:	0.59ac
Deed Bk,Pg,Date	2002	08933	05-07-2002
Plat Info:	Book 0009	Page 0081	
Sub Info:	Sub Block:	Lot 4	
Subdivision:	WESTERN PLAINS		

Owner

Name:	HATHCOCK MARY ANN
Address:	13225 CAMPGROUND RD
City, State, ZIP:	NORTHPORT, AL 35475

2022 Values

Land Total:	\$7,400
Building & Improvements Total:	\$17,900
Total Appraised Value:	\$25,300
Yrly Tax:	\$194.81 for 2023

Payment History

Tax Year	Date Paid	Amount
2023	10/06/2023	\$194.81
2022	11/18/2022	\$194.81
2021	05/17/2023	\$240.24

Misc Improvements

Imprv No	Type	Yr Built	Area SF	Dim
1	2568-MH27	1971	720	0 x 0
2	148-CARP	1900	576	24 x 24
3	181-UTIL	1900	70	10 x 7
4	308-WDDK	1900	84	7 x 12



☒ Map ☒ Street View ☒ Aerial ☒ Info ☒ POI

Enter a location

My Location

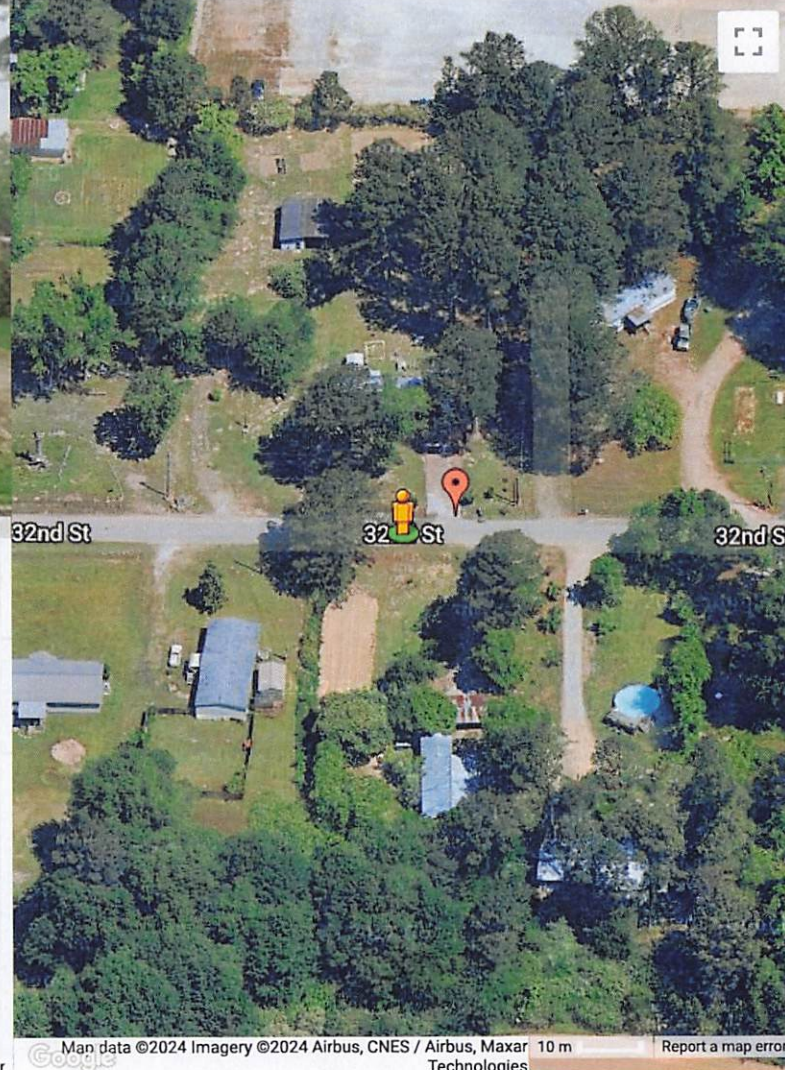


6810 32nd St
Northport, Alabama
[View on Google Maps](#)



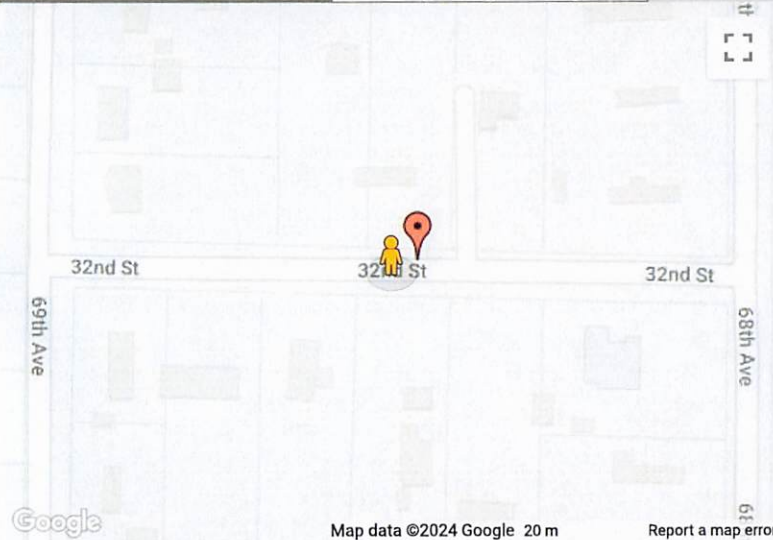
Google

© 2024 Google - Image Date: August 2022



Man data ©2024 Imagery ©2024 Airbus, CNES / Airbus, Maxar 10 m Technologies

[Report a map error](#)



Google

Map data ©2024 Google 20 m

[Report a map error](#)

☒ lat: 33.240691° lng: -87.626356° hdg: 353.1° dist:9.6m

☒ lat:33.240731° lng:-87.626264° [Reset](#)











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

AGENDA ITEM NO. 11.c.2.

MEETING DATE: May 20, 2024

SUBJECT: Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1207 15th Court

Unfinished Business: X

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 1207 15th Court is unsafe and dangerous to the public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

Recommendation:

That this structure be demolished.

Funding Source/GL Code:

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

Motion for Consideration:

I make a motion to approve the ordinance ordering demolition of an unsafe structure located at 1207 15th Court.

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:

1207 15th Court 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 20th day of May, 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: **1207 15th Court** 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 20th day of May, 2024.

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this the 20th day of May, 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: May 6, 2024
Motion:
2nd Reading: May 20, 2024
Motion By:
Second By:
Publication:



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 **1207 15th Court** in the City of Northport, which real property was last assessed for state taxes by **Loretta Rich**, 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 **20th** day of **May 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: Loretta Rich

MAILING ADDRESS: 40 Village Lane Windsor, CT 06095

LOCATION OF STRUCTURE: 1207 15th Court Northport, AL 35476

April 4, 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: **1207 15th Court Northport, AL 35473**
OWNER: **Loretta Rich**

PROPERTY MAINTANANCE CODE

☒ Main Dwelling	FIRE DAMAGED STRUCTURE	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		



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 • Anwar Aiken

City Administrator • Glenda D. Webb

April 4, 2024

Loretta Rich

40 Village Lane

Windsor, CT 06095

**RE: NOTICE OF UNSAFE STRUCTURE AT – 1207 15th Court Northport, AL 35476
TAX PARCEL I.D. # 63-31-05-152-010-015.000**

To Whom It May Concern:

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

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

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

Loretta Rich

April 4, 2024

Page Two

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

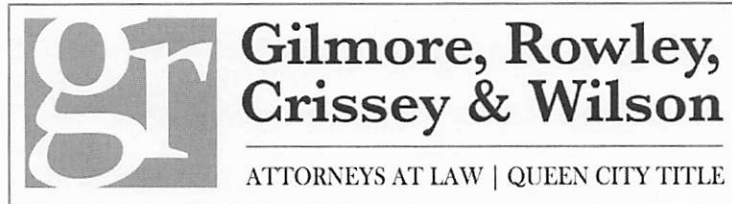
Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: (Photograph and Inspection Report)

cc: City Administrator

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



Tara R. Carpenter
Queen City Title Manager

April 4, 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
1207 15th Ct., Northport, Alabama 35476**

Dear Tyler:

Per your request, we have examined title from September 21, 2004 through March 22, 2024 and offer the following summary on the above referenced property. Copies of referenced documents may be provided upon request.

Address: 1207 15th Ct., Northport, Alabama 35476

Tax Id: 63 31 05 15 2 010 015.000

Legal: Part of Lot 15 of the W.J. Moore Subdivision in the Town of Northport, Alabama, described as follows: Begin at the Northwest corner of said Lot 15 and run in an Easterly direction a distance of 40 feet to a point; thence run in a Southerly direction parallel to the West boundary of said Lot 15 to the South boundary of said Lot 15; thence Westerly along the South boundary of said lot to the Southwest corner of said lot; thence northerly along said West boundary of said lot to the point of beginning.

Assessed to: Loretta Rich etal
40 Village Ln.
Windsor, CT 06095

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)

Tax Amount: Property taxes for 2023 in the amount of \$157.40 were paid on January 5, 2024.

Title: The source deed for the property is that certain warranty deed, from Annie Mayfield, an unmarried woman to Loretta Rich, Ruby Nell Arnold, Howard D. Mayfield, Dorothy A. Mayfield, Fannie E. Hayes, Donnie C. Mayfield, and Sandra M. Robinson, dated September 21, 2004 and recorded on September 22, 2004 in Deed Book 2004, at Page 21516 in the Probate Office of Tuscaloosa County, Alabama.

Mortgages: None.

**Judgments
/ Liens:** None.

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; and
12. We do not make any representation with regard to the legal right of access to and from the property.

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. March 22, 2024.**

Very truly yours,

/s/ Adrian M. Rowley

Adrian M. Rowley

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

Tuscaloosa County Alabama Public GIS

W19/M109 - f23.5.1c-i23.11Pub - TuscaloosaAL - 03-17-2024

Parcel Details

FavLink	PRC	NewSrch	Back	Print
Account Pin STR	54499 : 48743 : 15-21S-10W			
Parcel No:	63 31 05 15 2 010 015.000			
Prop Addr:	1207 15TH CT			
Tax Dist:	05 - Northport		Exemption:H1	
Deeded Acres:	0.00ac	Calc't:	0.19ac	
Deed Bk,Pg,Date	2004	21516	09-21-2004	
Plat Info:	Book 0004	Page 0171		
Sub Info:	Sub Block:	Lot 15		
Subdivision:	W J MOORE EST			

Owner

Name:	RICH LORETTA ETAL
Address:	40 VILLAGE LN
City, State, ZIP:	WINDSOR, CT 06095

2022 Values

Land Total:	\$2,700
Building & Improvements Total:	\$48,500
Total Appraised Value:	\$51,200
Yrly Tax:	\$157.4 for 2023

Payment History

Tax Year	Date Paid	Amount
2023	01/05/2024	\$152.40
2022	11/30/2022	\$150.12
2021	11/03/2021	\$150.12

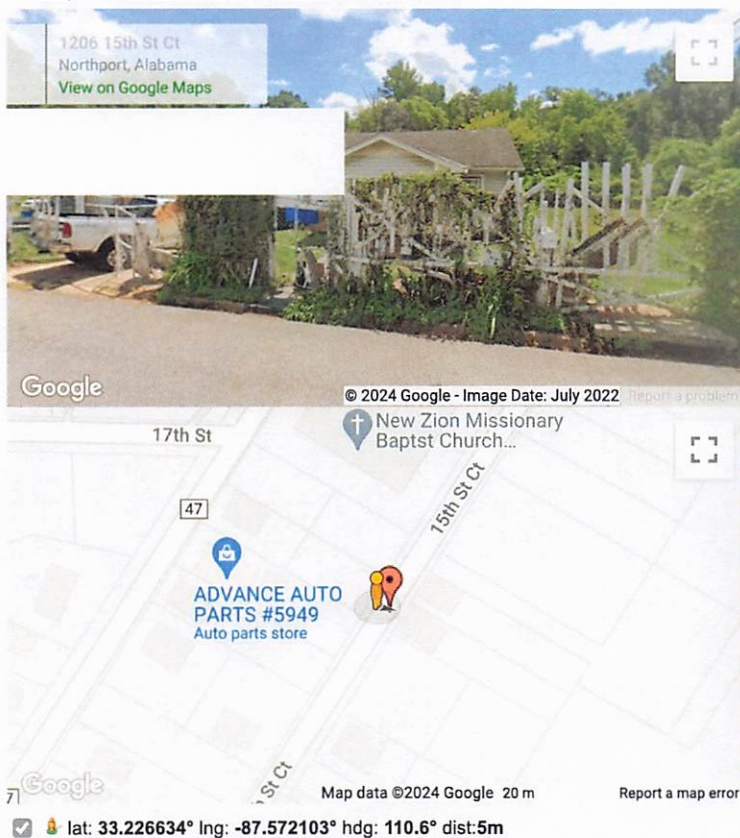
Building

Bldg No	Type Abbr	Yr Built	Base SF	Upr Adj	Rms	Story
1	1-RES	1940	988	0	6	1

Misc Improvements

Imprv No	Type	Yr Built	Area SF	Dim
2	188-UTIL	1900	420	21 x 20
3	188-UTIL	1900	320	16 x 20

☒ Map ☒ Street View ☒ Aerial ☒ Info ☒ POI



Enter a location

[My Location](#)

