

NORTHPORT CITY COUNCIL MEETING
MONDAY, JUNE 3, 2024
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- a. Business of the Month Proclamation - Pastor's Coffee and Gift Shop
- b. Proclamation to Adam and Amy Pierce at The Brown House

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. Second Reading, Resolution Consenting to the Vacation of Right-of-Way for a portion of 29th Avenue - Ron Davis

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. First Reading, Ordinance Establishing the Cable Franchise Application Process in the City of Northport - Ron Davis

b. Resolutions of a Temporary Nature

- 1. Resolution Authorizing Water Service Outside of City Limits for Property Located at 4614 Oak Meadow Drive - Ron Davis
- 2. Resolution Authorizing the City Administrator to Enter Into a Professional Services Agreement with Northport Sports Complex Development, LLC - Ron Davis
- 3. Resolution ratifying the signing of a Release and Settlement Agreement by the City Administrator - Ron Davis
- 4. Resolution for the Allocation of Martin Luther King Jr. Boulevard Match Funds and the Reallocation of 2023 Northport First Funds - Darren McGee
- 5. Resolution declaring one 2012 Chevrolet Impala as Surplus - Chief Bart Marshall
- 6. Resolution declaring items as surplus and authorizing the donation of items to Southwest Tuscaloosa County Rescue Squad - Chief Bart Marshall
- 7. Resolution Authorizing the City Administrator to Negotiate and Execute a Contract with Vision Security Technologies for Security Upgrades at City Facilities - Gerald Burton
- 8. Resolution Authorizing the City Administrator to Execute a Master Services Agreement and Task Order Directive No. 1 with Price Civil Services, Inc. for Visual Service Line Inspections - John Webb
- 9. Resolution Authorizing the City Administrator to Submit an Application to the Alabama Department of Environmental Management for Supplemental Funding to the Drinking Water State Revolving Fund Loan Program for Lead Service Line Inventory - John Webb
- 10. Resolution Authorizing the City Administrator to Execute Amendment No. 1 to the Professional Engineering Services Agreement with The Cassady Company, Inc. for the Lead Service Line Inventory Project - John Webb
- 11. Resolution Authorizing the City Administrator to Submit an Application to the Alabama Department of Environmental Management for the Drinking Water State Revolving Fund Loan Program for Lead Service Line Inventory - John Webb
- 12. Resolution Authorizing the City Administrator to Accept a Proposal from Redpoint Audiovisual for Installation of an Audiovisual System in the New Public Works Building - Tera Tubbs

13. Resolution Authorizing the City Administrator to Accept a Proposal from Kyle Office Solutions for Furniture for the New Public Works Building - Tera Tubbs

c. Consent Agenda

1. Minutes, May 20, 2024 - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, Employee Reimbursement, Kelsey Taylor, \$14.36 - Chief Bart Marshall
4. Purchase Requisition, Esri, Inc. Renewal, \$14,233.08 - Tera Tubbs
5. Purchase Requisition, Public Works Department Employee Uniforms, Ervin's Workwear & Boots, \$15,405.00 - Brooke Starnes
6. Purchase Requisition, Irrigation System for New Public Works Building; Keeling Company, \$7,332.56 - Tera Tubbs
7. Purchase Requisition, Landscaping Plants for New Public Works Building; Social Oak Nursery, \$5,496.45 - Brooke Starnes

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

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

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. ADJOURNMENT



DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8.a.1.

MEETING DATE: June 3, 2024

SUBJECT: Second Reading, Resolution Consenting to the Vacation of Right-of-Way for a portion of 29th Avenue

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Kim Braughton

Approved By: Ron Davis

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. The first reading was May 20, 2024. The resolution before you tonight is for a second reading.

Recommendation:

That you adopt the resolution consenting to the vacation of right-of-way for a portion of 29th Avenue.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt the resolution consenting to the vacation of right-of-way for a portion of 29th Avenue in the City of Northport.

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: Wiggins
2nd Reading: June 3, 2024
Motion By:
Second By:
Publication:

EXHIBIT “A”

LETTER OF
TRANSMITTAL



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:

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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:

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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.

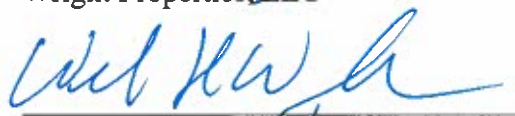
Refer to attached corresponding survey plat.

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.


Wright Properties, LLC


BR Development, LLC


York Street Investments, LLC

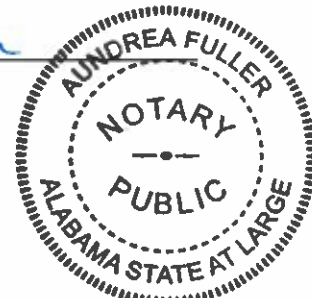
STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

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.


Notary Public.

My Commission Expires: July 26, 2025



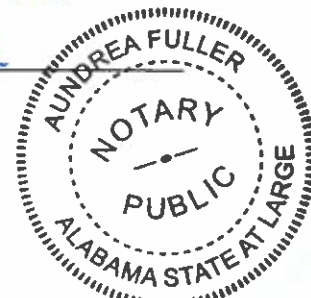
STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

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.


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

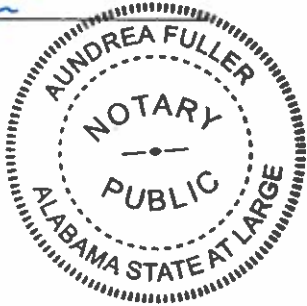
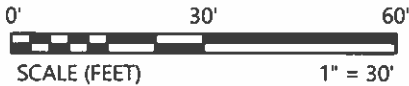


EXHIBIT " "



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:

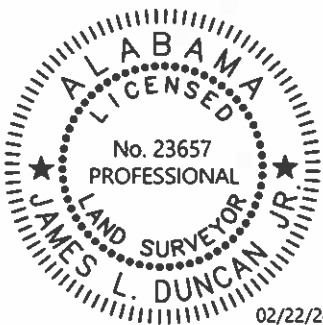
I, James L. Duncan, Jr., a Licensed Professional Land Surveyor in the State of Alabama of the firm of Duncan Coker Associates, P.C., Tuscaloosa, Alabama, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice 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. 9.a.1.

MEETING DATE: June 3, 2024

SUBJECT: First Reading, Ordinance Establishing the Cable Franchise Application Process in the City of Northport

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

The ordinance regulating cable communications (Ordinance No. 1121) is in need of replacement, as it has remained unchanged since its adoption in 1995. In January, the City hired Local Government Services, LLC (LGS), through a Joint Service Agreement as an independent contractor of the Alabama League of Municipalities, to provide cable television franchise management advisory services. LGS assisted in drafting the updated ordinance to replace Ordinance No. 1121. Existing cable franchisees were offered the opportunity to provide comments on the draft.

Recommendation:

Approve the attached ordinance.

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to approve the attached ordinance Establishing the Cable Franchise Application Process in the City of Northport.

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING THE CABLE FRANCHISE APPLICATION
PROCESS IN THE CITY OF NORTHPORT**

THE CITY COUNCIL OF THE CITY OF NORTHPORT, ALABAMA, ORDAINS:

WHEREAS, the City of Northport Code of Ordinances provides for the regulation of cable television companies, cable television franchise agreements, and related matters at Chapter 27 Cable Communications, Sec. 27-1, which incorporates Ordinance No. 1121 by reference; and

WHEREAS, Ordinance No. 1121 has remained unchanged since it was adopted in 1995 and is in need of replacement.

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

1. The City of Northport replaces Ordinance No. 1121 and amends Chapter 27 of Northport Municipal Code, as set forth in Exhibit "A" which is attached hereto and incorporated by reference as if fully set out verbatim.
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, including Ordinance No. 1121.

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.

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 D. Webb, City Administrator

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

EXHIBIT “A”

Sec. 27-1 Statement of intent and purpose.

- A. The City of Northport, Alabama, pursuant to applicable federal and state law, is authorized to grant one or more nonexclusive franchises to construct, operate, maintain, and reconstruct cable systems within the city.
- B. The purpose of this chapter is to provide a cable franchise application process within the city.

Sec. 27-2 Initial franchise application.

- A. Any person desiring an initial franchise for a cable system shall file an application with the city. A reasonable nonrefundable application fee shall be established by the finance director and shall accompany the application. Such application fee shall not be deemed to be a franchise fee within the meaning of Section 622 of the Cable Act (47 U.S.C. § 542), and such payments shall not be deemed to be (i) payments in kind or any involuntary payments chargeable against the compensation to be paid to the city by applicant, or (ii) part of the compensation to be paid to the city by applicant pursuant to this chapter or a franchise agreement.
- B. An application for an initial franchise for a cable system shall contain, where applicable:
 - 1. A statement as to the proposed franchise area and the type of system to be constructed by applicant;
 - 2. The legal, technical, and financial qualifications of applicant to own, construct and operate a cable system and provide cable services;
 - 3. List of the partners, general and limited, of the applicant, if a partnership, or the percentage of stock owned or controlled by each shareholder, if a corporation;
 - 4. List of officers, directors, and managing employees of applicant, together with a description of the background of each such person;
 - 5. The names and addresses of any parent or subsidiary of applicant or any other business entity owning or controlling applicant in whole or in part, or owned or controlled in whole or in part by applicant;
 - 6. A current financial statement of applicant verified by a financial officer of the applicant or an independent CPA or otherwise certified to be true, complete, and correct to the reasonable satisfaction of the city;
 - 7. Proposed construction and service schedule; and
 - 8. Any additional information that the city deems applicable.

Sec. 27-3 Consideration of initial applications.

- A. Upon receipt of any application for an initial cable franchise, the mayor or his/her designee shall prepare a report and make his or her recommendations respecting such application to the city council stating whether the applicant has the legal, technical and financial ability to construct, own and operate the proposed cable system.
- B. A meeting open to the public shall be set prior to the grant of an initial franchise, at a time and date approved by the council. Within thirty (30) days after the close of the hearing, or such longer period as the council shall determine, the council shall make a decision based upon the evidence received at the hearing as to whether a franchise should be granted, and, if granted subject to what conditions.

Sec. 27-4 Grant of additional franchise and competing service.

- A. Since competing or overlapping franchises may encourage the introduction of better cable services and quality at lower prices, the city will at all times endeavor to accommodate additional entrants. At the same time it is recognized that the introduction of overlapping systems could have a potential adverse impact on the public rights-of-way, and on the quality and availability of existing services to the public. Accordingly, the city shall issue a franchise in an area where another franchised cable operator is operating only following a public hearing to consider the potential impact which the grant of an additional franchise may have on the community. In considering whether to grant one or more additional franchises, the city shall specifically consider, and address in a written report, the following issues:
 - 1. The positive and/or negative impact of an additional franchise on the community.
 - 2. The ability and willingness of the specific applicant in question to provide cable services to the entire franchise area which is served by the existing cable operator. The purpose of this subsection is to ensure that any competition that may occur among franchised cable operators will be on equal terms and conditions so as not to give a competitive advantage to one over another.
 - 3. The amount of time it will take the applicant to complete construction of the proposed system and activate service in the entire franchise area; and, whether the applicant can complete construction and activation of its system in a timely manner.
 - 4. The financial capabilities of the applicant and its guaranteed commitment to make the necessary investment to erect, maintain, and operate the proposed cable system for the duration of the franchise term. In order to ensure that an applicant has the requisite current financial capabilities, the city may request equity and debt financing commitment letters, current financial statements, bonds, letters of credit, or other documentation to demonstrate to the city's satisfaction that the requisite funds to construct and operate the proposed system are available.
 - 5. The quality and technical reliability of the proposed system, based upon the applicant's plan of construction and the method of distribution of signals, and the applicant's technical qualifications to construct and operate such system.

6. The experience of the applicant in the erection, maintenance, and operation of a cable system.
7. The capacity of the public rights-of-way to accommodate one or more additional cable systems and the potential disruption of those public rights-of-way and private property that may occur if one or more additional franchises are granted.
8. The disruption of existing cable service and the potential that the proposed franchise would adversely affect the residents of the city.
9. The likelihood and ability of the applicant to continue to provide competing cable service to subscribers within the entire franchise area for the duration of the franchise.
10. The need to provide the new entrant(s) with a degree of flexibility in the timing and enforcement of build-out requirements so as to allow for the provision of service in stages.
11. Such other information as the city may deem appropriate to be considered prior to granting any competing or overlapping franchise.

Sec. 27-5 Permits for non-franchised entities.

- A. The city may issue a license, easement, or other permit to a person other than the franchised cable operator to permit that person to traverse any portion of the franchised cable operator's franchise area within the city in order to provide service outside, but not within the city. Such license or easement, absent a grant of a franchise in accordance with this chapter, shall not authorize nor permit said person to provide cable service of any type to any home or place of business within the city nor render any other service within the city.



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: June 3, 2024

SUBJECT: Resolution Authorizing Water Service Outside of City Limits for Property Located at 4614 Oak Meadow Drive

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: Ron Davis

Summary:

Mr. Preston Bugh has property located at 4614 Oak Meadow 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, the property will be annexed into the city. If the property is not annexed, the City retains the right to terminate water services at that point.

Recommendation:

Approve

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to adopt the resolution authorizing water service outside the city limits to be provided to Mr. Preston Bugh at 4614 Oak Meadow Drive, pursuant to the conditions in the resolution.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS FOR
PROPERTY LOCATED AT 4614 OAK MEADOW DRIVE**

WHEREAS, Mr. Preston Bugh, has property located at 4614 Oak Meadow Drive, and has requested that he be allowed to obtain water from the City of Northport for this property; and

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

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

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

- 1) As allowed by Northport Municipal Code Section 74-237, the City Council hereby agrees to provide water service to the property located at 4614 Oak Meadow Drive, by majority vote of the City Council.
- 2) All costs of this connection shall be paid by the applicant and not by the City of Northport.
- 3) The applicant agrees that if at any time this property becomes contiguous to the city limits, that the property will be annexed in the City of Northport. If the applicant or future owner of this property refuses to annex into the city, then the City reserves the right to terminate water services to this property at that time.

RESOLVED AND DONE THIS _____ DAY OF _____, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: June 6, 2024
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: June 3, 2024

SUBJECT: Resolution Authorizing the City Administrator to Enter Into a Professional Services Agreement with Northport Sports Complex Development, LLC

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

This resolution authorizes the City Administrator to enter a professional services and exclusive dealings agreement with Northport Sports Complex, LLC, for the development, operations, and maintenance of mixed-use development and recreation spaces within Northport Shore. The agreement includes the development of hotel and indoor sports facility space, in addition to management and maintenance of Northport Shore, for a total professional services base fee of \$840,000 for the two-year contract, plus a variety of possible performance-based compensation mechanisms.

Recommendation:

Approve the attached resolution

Funding Source/GL Code:

GL Code No. Amount: \$840,000.00

Motion for Consideration:

I move to approve this resolution authorizing the City Administrator to enter into a Professional Services Agreement with Northport Sports Complex Development, LLC.

RESOLUTION NO. -

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH NORTHPORT SPORTS
COMPLEX DEVELOPMENT, LLC**

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

WHEREAS, a designated selection committee reviewed all proposals, interviewed all respondents, and unanimously recommended Northport Sports Complex Development, LLC, and

WHEREAS, the City Council previously authorized an exclusive dealings agreement with Northport Sports Complex Development, LLC.

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

1. The City Administrator is authorized to enter into a professional services and exclusive dealings agreement with Northport Sports Complex Development, LLC for the development, management, operations, and maintenance of mixed-use development and recreation spaces within the City of Northport's Sports Complex at Northport Shore.
2. The City Administrator is authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this Resolution.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed, including Resolution No. 24-39 authorizing exclusive dealings, which has now been superseded by this Resolution.

RESOLVED AND DONE THIS 3RD DAY OF JUNE, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: June 3, 2024

Motion By: _____

Second By: _____

EXHIBIT “A”

EXCLUSIVE DEALINGS AND PROFESSIONAL SERVICES AGREEMENT

This Exclusive Dealings and Professional Services ("**Agreement**") is made and entered into this ____ day of ____, 2024 ("**Effective Date**") by and between **Northport Sports Complex Development, LLC**, an Alabama limited liability company, with its principal office located at 701 22nd Avenue, Suite 1, Tuscaloosa, AL 35401 ("**Developer**") and **City of Northport**, 3500 McFarland Boulevard, Northport, AL 35476 ("**City**").

RECITALS

WHEREAS, the City owns and retains rights to certain property depicted in the Northport Shore Masterplan attached hereto and desires such property to be developed for sports related projects to the extent possible; and

WHEREAS, Developer has experience in the zoning, marketing, planning, design, construction, management, and development of such projects and desires to develop the area as a first-class mixed-use sports campus and commercial area; and

WHEREAS, the City and Developer recognize that a cohesive and comprehensive approach to Northport Shore will maximize the benefits to the community; and

WHEREAS, on March 4, 2024, the City Council adopted Resolution 24-39 authorizing the City Administrator to enter into an exclusive dealings agreement with Developer; and

WHEREAS, the parties now want to enter this Agreement to accomplish the above objectives, in addition to others described herein.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and City hereby agree as follows:

ARTICLE 1

Incorporation of Recitals. The above Recitals are incorporated into and shall constitute part of this Agreement.

Section 1.01 Definitions.

Any capitalized terms not defined within this Definitions Section shall have the respective meanings given to them elsewhere in this Agreement, as applicable:

"Applicable Law" shall mean all applicable governmental constitutions, statutes, laws, orders, ordinances, codes, rulings, regulations, and decrees, as the same may be amended.

"Asset" shall mean any event, facility, or other development in Northport Shore developed related to this Agreement.

"Development Agreements" shall mean separate, specific contracts negotiated by the Developer and agreed to by the City, in the City's sole discretion, and any necessary third-party with all of the necessary details for the development of specific parcels or facilities within Northport Shore, such as hotel or indoor sports facilities.

"Effective Date" shall mean the date upon which this Agreement is executed, namely _____, 20____.

"Force Majeure" shall mean acts of God, fire, earthquake, flood, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lock outs, actions of labor unions, condemnation, requisition, laws, governmental action or inaction, orders of government or civil or military or naval authorities, unforeseen subsurface conditions, adverse weather conditions not reasonably expected for the location and the time of year in question or any cause, whether similar or dissimilar to the foregoing, not within the reasonable control of, as applicable, the Developer or City. In no event, however, shall a lack of money be grounds for Force Majeure.

"Northport Shore" shall mean every parcel included in the Northport Shore Masterplan, attached as Exhibit A, in which the City has a property interest.

"Management Agreements" shall mean separate, specific contracts negotiated by the Developer and agreed to by the City, in the City's sole discretion, and any necessary third-party with all of the necessary details for the management, operations, and maintenance of parcels or facilities within Northport Shore. Any such agreement for any portion of the Project financed with the proceeds of tax-exempt bonds, including, without limitation, River Run Park, must be a Qualified Management Contract.

"Proposed Project" shall mean all development, management, operations, and maintenance of mixed-use development including hotel space, commercial uses, and indoor recreation facilities within the City of Northport's approved 300+/- acre Northport Shore masterplan and the management, operation, and maintenance of all recreational areas (Sports Complex) within the 300-acre masterplan

"Project Area" shall mean Northport Shore

"Qualified Management Agreement" shall mean a management agreement approved by City's bond counsel as meeting the requirements of the governmental tax-exempt bond funding and the related safe harbor conditions defined in the Internal Revenue Code and Revenue Procedure 2017-13.

"River Run Park" shall mean the tournament baseball and softball facility to be constructed by the City using approximately \$27 million in governmental tax-exempt bond funding, as depicted in Exhibit B.

“Sponsorship Services” shall mean those services provided by Developer as the exclusive sponsorship representative of the City to market the sponsorship rights of the Proposed Project, as further provided in Section 1.10 hereof.

“Sports Complex” shall mean all recreational areas within Northport Shore.

Section 1.02 General Commitments.

The Parties hereby mutually agree that the City is giving the Developer an exclusive right to perform under this Agreement for the time period and purposes set forth herein. The goal of this Exclusive Dealings Agreement is to provide the Developer and City the opportunity to address (1) the development, management, operations, and maintenance of mixed-use development including hotel space, commercial uses, and indoor recreation facilities within the City of Northport’s approved 300-acre Northport Shore masterplan and (2) the management, operation, and maintenance of all recreational areas (Sports Complex) within the 300-acre masterplan.

Section 1.03 Exclusive Dealings.

- A. Without the prior written consent of the Developer, the City will not enter into any other agreement or arrangements which would permit any other entity, other than Developer, to undertake promotion, development, operations, or management within Northport Shore for a period of time commencing on the Effective Date of this Agreement and continuing until the earliest of any of the following:
 - 1. The end of the Term of this Agreement, including any extension thereof, or
 - 2. The termination of this Agreement by either party in accordance with the Termination Section, or
 - 3. The complete fulfillment of the goals of this Agreement via the Developer and City entering into specific agreements addressing (1) the development, management, operations, and maintenance of mixed-use development including hotel space, commercial uses, and indoor recreation facilities within the City of Northport’s approved 300- acre Northport Shore masterplan and (2) the management, operation, and maintenance of all recreational areas (Sports Complex) within the 300-acre masterplan.
- B. Provided; however, the City may, exercise dominion over the property consistent with its property rights and this Agreement.
- C. The issuance by the City of any license, permit, zoning, subdivision approval, certificate, utility service, or any other approval or consent otherwise required by law or ordinance to any person, firm, or corporation in Northport Shore is expressly excluded from this exclusive dealings clause.
- D. Nothing herein shall prevent or impair the City’s ability to continue current uses, permit or allow various events to occur upon its property within Northport Shore, or continue

the use of public portions of Northport Shore for public access and use.

Section 1.04 The Management Agreements.

During the term, the parties agree to negotiate in good faith to develop, prepare, and execute Management Agreements, where required, which shall, among other things, specify the relative responsibilities, duties, and contributions of all parties to the management of all the various aspects of the Sports Complex, the specifications of such management, and the execution and delivery of all necessary documents. The parties agree that any Management Agreement for River Run Park must be a Qualified Management Agreement.

Provided; however, the City may elect not to enter into negotiations or ultimately any Management (or other) Agreement, should the City determine that all or any portion of any Proposed Project is not feasible and economically sound, requires a commitment or action by the City which in its opinion does not have sufficient public interest, exceeds the City's legal capabilities, or is not within the respective financial capabilities or that does not effectively achieve the goals of promotion of the public good, the general welfare, trade, commerce, employment opportunities, economic development and revitalization, and the promotion of tourism in the City. The City reserves the right to decline to enter such a Management (or other) Agreement for any lawful reason including, without limitation, the exercise of legislative discretion by the Northport City Council.

Section 1.05 The Development Agreements.

During the term, the parties agree to negotiate in good faith to develop, prepare, and execute Development Agreements, which shall, among other things, specify the relative responsibilities, duties, and contributions of the parties to the Proposed Project, the specifications of the Proposed Project, and the execution and delivery of all necessary documents, deeds, leases, and agreements, including the financing arrangements and documents, if necessary, to secure any financing required by Developer or third-party, and the closing of the transactions.

Provided; however, the City may elect not to enter into negotiations or ultimately any Development Agreement with Developer should the City determine that all or any portion of any Proposed Project is not feasible and economically sound, requires a commitment or action by the City which in its opinion does not have sufficient public interest, exceeds the City's legal capabilities, or is not within the respective financial capabilities or that does not effectively achieve the goals of promotion of the public good, the general welfare, trade, commerce, employment opportunities, economic development and revitalization, and the promotion of tourism in the City. The City reserves the right to decline to enter such a Development Agreement for any lawful reason including, without limitation, the exercise of legislative discretion by the Northport City Council.

Section 1.06 Due Diligence, Reporting, and Information.

- A. The Developer shall conduct any due diligence required by the Developer in regard to any Proposed Project in Northport Shore. All cost and expense whatsoever associated with such due diligence shall be borne by and shall be the exclusive responsibility of Developer. The City shall not be responsible for any cost or expense associated with

- the due diligence as conducted by Developer other than providing the Developer with platted parcels (including their legal descriptions) proposed for development together with copies of any restrictions, covenants, leases currently in place or other impediments to title. Upon written request, the Developer shall provide all due diligence items to the City for review in its consideration of any agreement related to the Proposed Project.
- B. Developer shall provide a written status report concerning progress to the City at least every 90 days. Upon request of the City, Developer shall present said status reports to the City Council or appropriate committee and provide the opportunity for discussion. Status reports shall include both outcomes, such as the amount of funding secured, and efforts, such as the number of meetings with potential sponsors.
- D. The City shall furnish to Developer all relevant public record information in its possession requested by Developer in the assessment of the feasibility of the Proposed Project, including, without limitation, topographic maps, surveys, utility line schematics, subsurface reports, environmental assessments, maps, drawings, and sketches regarding the Project Area and immediate surrounding areas, providing that any such documents exist.

Section 1.07 Feasibility Study Public Record/Proprietary Interest.

The City and Developer hereby acknowledge and agree that any status report, feasibility study, and other report, with the exception of any Financial Analysis as provided below, and any other information provided to the City by or on behalf of Developer in connection with this agreement may be considered “Public Records” or “Public Writings” and any or all of the same may be subject to public disclosure or dissemination.

Provided; however, the City and Developer hereby acknowledge, covenant, and agree that any Financial Analysis and any information provided by or on behalf of Developer in connection with the development of a Financial Analysis may have monetary value and is the sole proprietary, privileged and/or confidential material of Developer (the “Confidential Information”). Developer shall at all times retain full and exclusive ownership of all rights and interest in and to the Confidential Information. Developer shall, prior to making the same available to the City, mark or stamp each page of any Confidential Information as “Confidential.” All pages of any Confidential Information so marked as confidential shall not be considered a “Public Record” or “Public Writing” and shall not be subject to disclosure or dissemination pursuant to Section 2-42 of the Code of the City of Northport, unless otherwise subject to disclosure under Alabama law.

The foregoing shall not prevent the City from complying with an order of a court of competent jurisdiction to disclose any Confidential Information or any portion thereof.

Section 1.08 Fee Structure and Tax-Exempt Safe Harbor Requirements

In the event that nationally recognized bond counsel (which may be counsel for the City) has determined that any portion of the compensation structure hereunder fails to meet the requirements of Rev. Proc. 2017-13 under the Internal Revenue Code of 1986, as amended, the parties shall negotiate in good faith an alternative fee structure designed to meet such requirements, which structure shall be agreed upon in writing by the parties.

Section 1.09 Developer Compensation and Fees for Professional Services

- (a) Base Fee for Professional Services. The City shall pay Developer the sum of \$35,000 on the 1st of each month thereafter during the Term of this Agreement for a total of 24 months as a “Base Fee for Professional Services,” for a maximum total base fee payment obligation of \$840,000 under this specific fee arrangement. Such obligation shall cease upon any Termination of this Agreement.
- (b) In addition to the Base Fee for Professional Services, Developer shall be eligible to earn Performance Based-Fees for Professional Services under this Agreement. The Performance Based-Fees under this Agreement are defined as the Sponsorship Commissions as further specified in Section 1.10 herein and any other compensation due to the Developer as specified in the Fee Schedule attached hereto as Exhibit C (the “Development Commissions”) for the Development Activities as further described in Section 1.11.
- (c) Fifty per cent (50%) of the total amount of Base Fee for Professional Services, as defined in this Section 1.09, shall be credited toward and serve to reduce all Performance Based-Fees potentially owed by the City under this Agreement. Any Performance Based-Fees owed by the City to the Developer shall be calculated and paid by the City in accordance with the terms set forth herein.
- (d) At the end of the 24-month period, the Developer and City agree to renegotiate any monthly payment in good faith based on the progress and performance of the Developer.
- (e) At the end of the Term, the City shall pay any Performance Based-Fees that remain due and unpaid as required in Section 1.10(d), except that any Performance Based-Fees shall be reduced by fifty per cent (50%) of the Base Fee for Professional Services defined in this Section.

Section 1.10 Sponsorship Rights, Compensation, and Fees.

Developer shall have the exclusive right and responsibility to develop Sponsorship Income (as defined herein) for River Run Park and Northport Shore. All sponsorships must be approved by the City in writing pursuant to a Sponsorship Agreement, which shall be subject to approval by the City in its sole discretion. The City will evaluate any proposed Sponsorship Agreement related to any portion of the Proposed Project financed with the proceeds of tax-exempt bonds, including, without limitation, River Run Park, based on the potential impact to the tax-exempt status any such bonds and the related safe harbor conditions defined in the Internal Revenue Code and Revenue Procedure 2017-13, in addition to any other factors.

All related sponsorship leads, inquiries, and proposals must be referred to the Developer for vetting and management. City has final approval on branding and sponsor. Developer will have protection on all its completed, introduced and not yet completed, and renewals of sponsorships.

Provided; however, the City may elect not to enter into negotiations or ultimately any Sponsorship Agreement. The City reserves the right to decline to enter into such a Sponsorship Agreement for any lawful reason including, without limitation, the exercise of legislative discretion by the Northport City Council.

Any sponsor referred to, solicited by or procured by the Developer prior to any Termination of this Agreement is deemed earned by and payable to the Developer.

- (a) As consideration to Developer for its Sponsorship Services, the City agrees to pay to Developer a 30% commission of Sponsorship Income (defined below) upon initial execution of any Sponsorship Agreement and the payment of the Sponsorship Income and a 20% commission on any renewal, extension, or other increase of any Sponsorship Agreement (the "Sponsorship Commission") for up to five (5) years from the initial execution of the Sponsorship Agreement, so long as Developer remains a consultant to the City under this or future agreements. Any Sponsorship Commissions owed by the City to the Developer shall be calculated and paid by the City in accordance with the terms of Section 1.10(d) below, provided, however that all amounts paid as the Base Fee for Professional Services, as provided in Section 1.09, shall be credited toward and serve to reduce any Sponsorship Commissions due under this Agreement.
- (b) As used herein, "Sponsorship Income" shall mean all amounts paid by or on behalf of any Sponsor as consideration for the right to receive any vendor service agreement, naming rights, or any other advertising or hospitality rights or benefits in connection with the City and the Assets pursuant to:
 - (i) Any Sponsorship Agreement which is executed during the Term of this Agreement;
 - (ii) Any Sponsorship Agreement which is executed within twelve (12) months following the expiration or termination of the Term hereof which is executed with any party that was previously referred to, solicited by or procured by Developer to become a Sponsor and with which Developer had conducted good-faith discussions concerning the possibility of such party becoming a Sponsor and is of the same or similar sponsorship level at which Developer conducted good-faith discussions; and
 - (iii) Any renewal, extension, or other increase of any Sponsorship Agreement, as described in this Section 1.10.

- (c) Each entity secured by Developer that subsequently enters a "Sponsorship Agreement" (defined below) with the City to receive naming rights, presenting sponsor, official sponsor, or other similar rights or benefits in connection with any Asset shall be referred to as a "Sponsor." If any entity, including any charitable corporate foundation related to any Sponsor elects to make a marketing contribution in support of the Assets, then subject to the terms of the applicable Sponsorship Agreement, such entity making the contribution shall also be deemed a "Sponsor" and the contribution shall be deemed consideration for marketing benefits in connection with any Asset. Those contracts or agreements, including renewals, extensions, and modifications thereof, by which any party secured by Developer becomes or remains a "Sponsor," are herein referred to as Sponsorship Agreements. Any donated equipment or fixtures, or funds donated directly for the purchase of specific equipment or fixtures, shall not be considered Sponsorship Income, whether or not the donor's name appears on the equipment or fixtures, or otherwise in connection with the donation, and no Sponsorship Commission shall be earned in connection with said donation.
- (d) The City and Developer agree that, during the Term, City shall be solely responsible for and shall directly collect all Sponsorship Income from any Sponsor. City will hold and remit the Sponsorship Commission to the Developer within thirty (30) days of receipt of the Sponsorship Income. At the time of payment to the City, Developer shall supply the City with a detailed and accurate Sponsorship Income statement showing the amount due, the amount paid, the date of receipt and the calculation of the commission paid to Developer.
- (e) The Developer shall use diligent efforts, consistent with its own business judgment, in carrying out its obligation to provide these services under this Agreement.

Section 1.11 Development Activities.

The Developer's primary responsibility under this agreement shall be the development of Northport Shore, excluding the construction of River Run Park, which is the responsibility of the City as detailed in Article 2. During the Term, the parties will collaborate to identify and develop separate statements of work (SOW) and development agreements for any developable parcels within Northport Shore. The Developer will develop or coordinate development of said parcels in accordance with the requirements set forth in each SOW and development agreement. Developer shall be eligible to earn Development Commissions for all such development activity in accordance with the Fee Schedule attached hereto as Exhibit C of this Agreement, provided, however that all amounts paid as the Base Fee for Professional Services, as provided in Section 1.09, shall be credited toward and serve to reduce any Development Commissions due under this Agreement.

- (a) The Developer will develop or cause to be developed an indoor sports facility or combination of facilities in Northport Shore acceptable to the City with a minimum square footage of 100,000 square feet using funding and resources that do not originate from City.

- (b) The Developer will develop or cause to be developed a hotel in Northport Shore acceptable to the City with a minimum of 100 keys. The City is not obligated under this Agreement to provide any funding or incentives to finance the construction and/or management of the hotel. The hotel may be stand-alone or a portion of another facility.
- (c) The Developer will use commercially reasonable and good faith efforts to develop all portions of Northport Shore, other than River Run Park, primarily using funding and resources that do not originate from City.
- (d) Each party shall use commercially reasonable and good faith efforts to perform their respective development responsibilities throughout the process.

Section 1.12 Developer's Additional Responsibilities.

Developer shall coordinate with City to design and plat marketable parcels in Northport Shore for commercial lease or sale. Developer shall be eligible to earn Development Commissions for all such development activity in accordance with the Fee Schedule attached hereto as Exhibit C of this Agreement, provided, however that all amounts paid as the Base Fee for Professional Services, as provided in Section 1.09, shall be credited toward and serve to reduce any Development Commissions due under this Agreement.

Section 1.13 Stay-to-Play Hotel Arrangements.

The parties agree that any hotel or lodging facility located within Northport Shore shall have first right-of-refusal on any stay-to-play or similar arrangement for sports events or other events occurring within Northport Shore. Further, Developer shall have full control of (1) referrals to hotels whether within or outside the boundary of Northport Shore, (2) the negotiation of rates for referred parties and (3) the division of any rebates or other compensation paid by such hotels between the Developer, City and any tournament promoters (which shall be determined by separate agreements).

ARTICLE 2

Section 2.01 Construction of River Run Park.

The City agrees that it will complete all the plans, specifications, and construction for River Run Park at the City's expense. City expects, subject to events of Force Majeure, that River Run Park will be substantially completed on or prior to September 30, 2025. As needed, the City shall provide the Developer with platted parcels (including their legal descriptions) proposed for development together with copies of any restrictions, covenants, leases currently in place or other impediments to title.

Section 2.02 Management of River Run Park.

Developer shall assist the City in securing management services for River Run Park through a Qualified Management Agreement with an appropriate entity.

ARTICLE 3

Section 3.01 Term.

The Term of this Agreement shall commence on the Effective Date and expire and terminate twenty-four (24) calendar months after the Effective Date, unless extended by mutual agreement executed in writing. The City Administrator shall have the authority to extend the agreement on behalf of the City for up to two (2) extensions of 180 days each.

Section 3.02 Termination.

This Agreement may be terminated prior to the expiration of the term hereof as follows:

- A. Developer may terminate this Agreement at any time upon written notice to the City and shall thereafter have no obligations under this Agreement.
- B. The City may terminate this Agreement in the event of Developer Default, as detailed in Section 3.03, and shall thereafter have no obligations under this Agreement.
- C. The City may terminate for convenience at any time, except that any such termination shall require immediate payment to the Developer of the remaining balance of the Base Fee for Professional Services, as defined in Section 1.09 and payment of Sponsorship Income as provided for in Section 1.10.
- D. The City may, in its sole discretion, terminate this Agreement and thereafter have no obligations under this Agreement in the event that the Developer has not demonstrated, to the satisfaction of the City, commitments of funding amounts toward the Proposed Project at least equivalent to the amounts of the Base Fee for Development paid to the Developer to date, as provided in Section 1.09, at 180 day increments throughout the term of this Agreement.
- E. The obligations of the City regarding Confidential Information as set forth in Section 1.07 shall survive any termination of this Agreement.

Section 3.03 Developer Default.

If an Event of Default exists prior to completion, as defined herein, City shall have the right, in addition to all other rights and remedies available to City at law or in equity, to terminate this Agreement by giving written notice of such termination to Developer. Any one or more of the following events shall constitute an "Event of Default" by Developer under this Agreement:

- A. If Developer shall fail to observe, perform or comply with any term, covenant, agreement or condition of this Agreement which is to be observed, performed or complied with by Developer under the provisions of this Agreement, and such failure shall continue uncured for thirty (30) days after the giving of written notice thereof by City to Developer specifying the nature of such failure (or such longer period of time as may be needed in the exercise by Developer of due diligence to affect a cure of any non-monetary default);
- B. If Developer shall make a general assignment for the benefit of creditors;

- C. If any petition shall be filed against Developer in any court, whether or not pursuant to any statute of the United States or of any state, in any bankruptcy, reorganization, dissolution, liquidation, composition, extension, arrangement or insolvency proceedings, and such proceedings shall not be dismissed within thirty (30) days after the institution of the same, or if any such petition shall be so filed by Developer;
- D. If, in any proceeding, a receiver, trustee or liquidator be appointed for all or a substantial portion of the property and assets of Developer, and such receiver, trustee, or liquidator shall not be discharged within thirty (30) days after such appointment.

ARTICLE 4

Section 4.01 Insurance

Unless waived in writing by the City's representative, the Developer 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 City, 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 City before any policy or coverage is canceled. Without limiting the requirements hereinbefore set forth, the insurance coverages shall include a minimum of:

- A. Workmen's compensation and employer's liability insurance as required by the State of Alabama.
- B. Comprehensive automobile and vehicle liability insurance. This insurance shall be written in comprehensive form and shall protect the Developer and the City against claims for injuries to members of the public and/or damages to property of others arising from employer's 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.
- C. Commercial general liability. This insurance shall be written in comprehensive form and shall protect the Developer and the City 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 Developer 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.
- D. The Developer 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.
- E. The insurance coverages specified above shall constitute minimum requirements and the City, its officers, agents and employees shall be named as an additional insured in insurance coverages identified in items "B" and "C" above.

Section 4.02 General and Miscellaneous.

- A. The City represents and warrants to Developer (i) that it is duly organized and constituted pursuant to the authority of the Constitution and laws of the State of Alabama to carry out the provisions of this Agreement, and (ii) that the execution of this Agreement on its behalf has been duly authorized by appropriate proceedings taken by the appropriate governing body.
- B. Developer represents and warrants to the City (i) that it has all necessary corporate power and authority to carry out the provisions of this Agreement, (ii) that the execution of this Agreement on its behalf has been duly authorized and (iii) Developer is qualified to do business in the State of Alabama.
- C. Anything in this Agreement to the contrary notwithstanding, Developer shall not be deemed a partner, joint venture or participant in venture with the City, or either of them, in any activity. Likewise, the City shall not be deemed a partner, joint venture or participant in venture with Developer with respect to any activity.
- D. There are no third-party beneficiaries to this Agreement. This Agreement shall not benefit, and may not be relied upon by, any person or entity other than the parties hereto.
- E. This Agreement shall not be assigned or transferred in any way by the parties hereto unless the City expressly consents to such assignment or transfer in writing, which consent shall be in the sole discretion of the City.
- F. Developer agrees that under no circumstances shall the City be liable for lost profits, consequential damages, indirect damages, or special damages under this Agreement.
- G. This Agreement shall constitute the entire and complete agreement between the parties hereto. 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.
- H. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.
- I. This Agreement shall become effective as of the Effective Date and shall be binding upon and shall inure to the benefit of the City and Developer and its approved successors and assigns.
- J. The governing law of this Agreement shall be the laws of the State of Alabama.
- K. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one Agreement.

Section 4.03 Representatives of Developer and City.

Developer designates R. Birch Dalton as its representative for all purposes of this Agreement. City designates Tera Tubbs, City Engineer, as its representative for all purposes of this Agreement. Wherever this Agreement requires any notice to be given to or by a party, or any determination or action to be made or taken by a party, the representative of each party shall act for and on behalf of such party, and the other party shall be entitled to rely thereon. Either party may designate one or more substitute representatives for all or a specified portion of the provisions of this Agreement, subject to notice to the other party of the identity of such substitute representative.

Section 4.04 Notices.

All notices that may at any time be given hereunder shall be deemed to have been properly given if delivered by hand, by overnight courier, or by registered or certified mail, postage prepaid, addressed and any notice given hereunder by any party shall be given at the same time to all other parties.

If to Developer:

R. Birch Dalton, Managing Director
Northport Sports Complex Development, LLC
701 22nd Avenue, Suite 1
Tuscaloosa, AL 35401
(317) 979-0538
bdalton@mag-us.com

with an additional copy to:

Michael D. Smith
Smith & Staggs, LLP
701 22nd Avenue, Suite 1
Tuscaloosa, AL 35401
(205) 409-3140
msmith@smithstaggs.com

If to the City:

City of Northport
Tera Tubbs, City Engineer
3500 McFarland Blvd.
Northport, AL 35476
(205) 339-7000
ttubbs@cityofnorthport.org

with an additional copy to:

City Attorney
City of Northport
3500 McFarland Blvd.
Northport, AL 35476

Email: Notices to the City shall be in hardcopy delivered by mail or courier, but should also as a courtesy be sent via email where feasible as follows: To the City at legal@cityofnorthport.org.

[SIGNATURE PAGES FOLLOW]

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:

NORTHPORT SPORTS
COMPLEX DEVELOPMENT, 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 NORTHPORT SPORTS COMPLEX DEVELOPMENT, 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 June, 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 June, 2024.

Notary Public

My Commission Expires: _____

EXHIBIT A
Northport Shore Masterplan
(PLACEHOLDER - FULL PDF TO BE ADDED LATER)



EXHIBIT B

**River Run Park Masterplan
(PLACEHOLDER - FULL PDF TO BE ADDED LATER)**



EXHIBIT C

DEVELOPMENT COMMISSIONS FEE SCHEDULE

- 1) Opportunity Zone Capital
 - a. The City agrees to pay Developer an amount equivalent to 30% of the net capital of any Opportunity Zone Capital secured by the Developer during the Term and spent developing city-owned assets, as approved by the City

- 2) Development Fee: City will guarantee the Developer the right to collect a Development Fee from any third-party for the development of any sale or leased property in Northport Shore during the Term at the following rates:
 - a. Project Aggregate Development Cost
 - i. 8% < \$10,000,000
 - ii. 6% \$10,000,000 to \$20,000,000
 - iii. 4% > \$20,000,000

- 3) Real Estate Broker Fees
 - a. Subject to Listing Real Estate Listing Agreement

- 5) Lease Income from Tenants, rental agreements, ground leases
 - a. The City agrees to pay Developer 5% of gross lease term rental amounts annually in arrears for up to five (5) years from the initial execution of the lease for leases secured by Developer during the Term, so long as Developer remains consultant to the City under this or future agreements.



DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.3.

MEETING DATE: June 3, 2024

SUBJECT: Resolution ratifying the signing of a Release and Settlement Agreement by the City Administrator

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

The City of Northport has been in litigation with Capital Properties, LLC and its Owner/Manager Rick Harbin for several years over disputed water bills. The litigation was delayed due to the bankruptcy litigation of the primary tenant, Winn-Dixie Supermarket. Due to the complexity of the claims made by the city against the defendants and the claims made against the city by the defendants, the matter was referred to the Honorable Bernard Harwood to serve as mediator in this matter. Justice Harwood was successful in having both sides agree to a settlement whereby Capital Properties, LLC and Harbin pay the City of Northport the sum of \$50,000.00. This settlement will save not only litigation costs but also a substantial amount of employee time in preparing this complicated matter for trial. The City Legal Department, the City Administrator, and the Utilities Department all agree that this settlement is in the best interest of the City of Northport.

Recommendation:

Adopt the resolution ratifying the City Administrator's signing of this Release and Settlement Agreement.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt the resolution ratifying the City Administrator's signing of the Release and Settlement Agreement between the City of Northport and Capital Properties, LLC and Rick Harbin.

RESOLUTION NO. 24 -

**RESOLUTION RATIFYING THE SIGNING OF A RELEASE AND SETTLEMENT AGREEMENT BY
THE CITY ADMINISTRATOR**

WHEREAS, the City of Northport filed suit in the Circuit Court of Tuscaloosa County against Capital Properties, LLC and its Owner/Manager Rick Harbin for disputed water/sewer bills; and

WHEREAS, Capital Properties, LLC and its Owner/Manager Rick Harbin filed a counterclaim against the City of Northport alleging monies owed to Capital Properties, LLC by the City of Northport; and

WHEREAS, this matter has been successfully mediated by the Honorable Bernard Harwood, Capital Properties, LLC and its Owner/Manager Rick Harbin would pay the City the sum of \$50,000 to resolve all pending claims among the parties; and

WHEREAS, the City Administrator, the City Legal Department, and the Utilities Department all agree that this settlement is in the best interest of the City of Northport.

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

1. The City Council hereby ratifies the signing of the attached Release and Settlement Agreement on behalf of the City of Northport by the City Administrator.
2. The City Attorney is hereby authorized to dismiss the pending lawsuit related to this dispute in the Circuit Court of Tuscaloosa County, Alabama.

RESOLVED AND DONE THIS 3RD DAY OF JUNE, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: June 3, 2024

Motion By:

Second By:

EXHIBIT “A”

MUTUAL GENERAL RELEASE AND SETTLEMENT AGREEMENT

This **MUTUAL GENERAL RELEASE AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made, entered into and effective on this the 3rd day of June, 2024 (“**Effective Date**”), by and between (on the one hand) The City of Northport, Alabama, an Alabama municipal corporation (“the **City**”), and (on the other hand) Capital Properties Associates, Inc. (“**CPA**”). Hereinafter the City and CPA may individually be referred to as a “**Party**,” and collectively they are the “**Parties**.”

RECITALS

WHEREAS, CPA has for many years owned a commercial property situated in the City (the “**Center**”) situated at the corner of U.S. Highway 43 and Rose Boulevard, to which the City has continuously supplied water service; and

WHEREAS, in mid-2017 the City replaced one or more water meters used to measure water used by metered customers at the Center, consisting primarily of CPA and one of its tenants, Winn Dixie Stores, Inc. (“**WD**”); and

WHEREAS, following replacement of the meter(s), the meter readings for CPA substantially increased, resulting in water bills which were substantially higher than historical billings incurred by CPA, some of which CPA did not pay; and

WHEREAS, upon investigation of the exponential increase in water billings incurred by CPA in late 2017 or early 2018, (a) some leaks were discovered in some fixtures within that portion of the Center whose water consumption was billed to CPA; (b) a substantial subterranean leak was discovered by contractors for CPA, situated within several feet of the meter which measures water consumed by WD; and (c) investigators for the City determined that a “bypass valve” at the meter which measures water consumed by the Center had been open, presumably for many years; and

WHEREAS, in February 2019, the City filed a civil action against CPA and Rick Harbin (“**Harbin**”), one of CPA’s shareholders and owners, in the Circuit Court of Tuscaloosa County, Alabama (the “**Circuit Court**”), Case No. 63-CV-2023-900218.00 (the “**Lawsuit**”), seeking to recover monies against CPA and Harbin for unpaid water charges resulting from the open bypass valve, as well as from the unpaid water billings in 2017-18 described above; and

WHEREAS, the City alleges it had been billing Winn-Dixie separately during this period of time, but because WD was in a pending bankruptcy proceeding, both the City and CPA were unable to take any action to resolve this matter and the case remained dormant during the WD bankruptcy proceedings which lasted for several years; and

WHEREAS, the City has filed a Complaint and First Amended Complaint, and in response thereto, CPA has filed a counterclaim in the Lawsuit;; and

WHEREAS, the City and CPA have disputed and continue to dispute with one another as to each party's relative responsibilities for (a) potential unbilled water service resulting from the open "bypass valve;" (b) the unpaid water bills described above from December 2017-February 2018; and (c) the parties' relative faults in failing to discover and remediate timely the leaks.

WHEREAS, the Parties have undertaken significant litigation in this matter, and in recognition of the significant costs and expenses to each of the Parties of further litigation, the Parties negotiated in good faith for a number of months in mediation conducted by the Honorable Bernard Harwood, and have reached a compromise and resolution of all outstanding disputes between the Parties (the "**Settlement**") which is intended to fully and to finally resolve, settle, and compromise all claims and causes of action, known or unknown, to have existed between the City and CPA, and the Parties desire to memorialize their Settlement in this Agreement;

NOW THEREFORE, for and in consideration of the payments, releases and covenants described below, the receipt and sufficiency of which are hereby mutually acknowledged and agreed upon by the Parties, the Parties do hereby covenant and agree as follows:

AGREEMENT

1. Periodic Payments from CPA to the City. CPA shall pay the City a total of \$50,000.00, payable in five (5) monthly installments of \$10,000.00 each, with periodic payments commencing on June 3, 2024 and ending October 1, 2024. Payments shall be due on the first business day of each month and shall be remitted to the City Attorney, Ron Davis, by hand delivery to Northport City Hall on or before the end of the first business day of each month. CPA shall remit these payments outside its normal periodic payments for water service; however, the payments called for hereunder shall be deemed payments for periodic water service for the purpose of defining the City's rights and available remedies under Northport Municipal Code. Without limiting the foregoing: (a) in the event CPA fails to make a payment called for under this paragraph 1 by the close of business of the first business day of the month, the City shall be entitled to assess a 10% penalty to that payment; and (b) in the event CPA fails to make a payment called for under this paragraph 1 by the close of business of the second business day of the month, the City shall be entitled to terminate ongoing water service to the Center.

2. Stipulation for Dismissal With Prejudice of the Lawsuit. Within five business days following execution of this Agreement, the Parties shall file a Joint Stipulation for Dismissal of the Lawsuit in the Circuit Court, under which the Lawsuit shall be dismissed with prejudice and on the merits, with each party to bear his/her/its own costs. Provided; the Joint Stipulation for Dismissal shall also provide that the Circuit Court retains jurisdiction to enforce the terms of the Parties' settlement, so that, in the event CPA breaches its obligations under paragraph 1 above, the City shall have the right to re-open the Lawsuit without having to file a new Lawsuit.

3. Mutual Releases. In consideration of the promises and terms set forth in this Agreement, each Party, on behalf of its respective past, present and future agents, servants, employees, officers, directors, shareholders, members, managers, elected officials, subsidiaries, parent corporations, sister corporations, wholly owned entities, related entities, affiliated entities, divisions, affiliates, predecessors, and successors of those entities and organizations, transferees,

representatives, heirs, successors, assigns, executors, personal representatives, administrators, guardians, conservators, attorneys, insurers, contractors, and any other person or entity working for or on behalf of any of them (the “**Releasing Parties**”), hereby agrees to forever and completely release, acquit and discharge each of the other Party, as well as that other Party’s respective past, present and future agents, servants, employees, officers, directors, shareholders, members, managers, elected officials, subsidiaries, parent corporations, sister corporations, wholly owned entities, related entities, affiliated entities, divisions, affiliates, predecessors, and successors of those entities and organizations, transferees, representatives, heirs, successors, assigns, executors, personal representatives, administrators, guardians, conservators, attorneys, insurers, contractors, and any other person or entity working for or on behalf of any of them (the “**Released Parties**”), of, from and against any and all claims, demands, actions, causes of action, cases, litigation, proceedings, suits, appeals, charges, damages, remedies, injunctions, penalties, fees, expenses, costs (including reasonable attorneys’ fees, legal expenses, and court costs), liabilities, and any other thing of every kind or nature whatsoever, whether known or unknown, direct or indirect, contingent or liquidated, concealed and/or hidden, certain and/or uncertain, civil and/or criminal, statutory or common law, in contract or tort, at law or in equity (collectively “**Claims**”), which any of the Releasing Parties have, had, or may have had against any of the Released Parties. This specifically includes, without limitation, all claims asserted against the City, or against CPA and Harbin, in the Lawsuit. This is intended to be a general release and is intended to include all claims, known or unknown, between or among any Released Party and any Releasing Party up to the date of this Agreement.

4. Disputed Claims. The Parties acknowledge and agree that this is a settlement of disputed claims, and that this Agreement is not to be construed as an admission of liability or fault on the part of any person, firm, or corporation hereby released, by each of whom liability and/or fault is expressly denied.

5. Confidentiality. The parties understand and agree that this Settlement Agreement is a public document and any request for a copy of this document made to the City may require that it be produced under Alabama law. Likewise, the parties acknowledge that all documents filed with the Circuit Court in this case are public records. The parties acknowledge and agree that this Settlement Agreement must be ratified by the Northport City Council at a public City Council meeting. In the event any party is asked for information regarding the terms of this Agreement, the parties may respond that there were many disputed issues on both sides and that the parties entered into this Settlement Agreement to put these issues behind them and to avoid the expense and uncertainty of litigation. Each party may disclose additional information about this settlement, to its tax and legal advisers as reasonably necessary for compliance with applicable law.

6. Successors and Assigns. This Agreement is and shall be binding upon each of the Parties’ agents, servants, employees, officers, directors, shareholders, members, managers, subsidiaries, parent corporations, sister corporations, wholly owned entities, related entities, affiliated entities, divisions, affiliates, transferees, assignees, predecessors, and successors of those entities and organizations, representatives, heirs, successors, assigns, executors, personal representatives, administrators, guardians, conservators, attorneys, contractors, and any other person or entity working for or on behalf of a Party.

7. **Counsel and Free Will.** Each Party represents and warrants that he/she/it has been represented by, and has consulted with, the counsel of his/her/its choice regarding the provisions, obligations, rights, risks and legal effects of this Agreement, has been given sufficient opportunity to review independently this Agreement with such legal counsel, has had a reasonable amount of time in which to review and consider this Agreement, has read and understands all of the provisions herein, agrees to the particular language of the provisions herein, is competent to enter into this Agreement, and is entering into this Agreement knowingly and voluntarily of such Party's own free will. Each Party further represents that in executing this Agreement, such Party has not and does not rely on any inducements, promises, or representations made by anyone other than those embodied herein.

8. **No Party Considered Drafter.** This Agreement has been negotiated, drafted, and reviewed through a cooperative effort of the Parties, and each Party has been represented by counsel of his/her/its own choosing in connection herewith. Therefore, the Parties agree that no Party shall be considered the drafter of this Agreement so as to give rise to any presumption or convention regarding construction of this Agreement, and each Party waives to the fullest extent permissible by law the application of any law or rule of construction requiring that this Agreement be construed or interpreted against the drafting Party or in favor of the non-drafting Party.

9. **Entire Agreement.** This Agreement contains the entire understanding and all the terms of the settlement reached by, between and among the Parties. There are no other understandings, promises, covenants, conditions, or agreements other than as are contained in this Agreement. This Agreement supersedes and renders null and void any or all previous understandings, promises, covenants, conditions, and agreements between the Parties, if any there should be. No understandings, representations, inducements, promises, conditions, or agreements, oral or otherwise, which are not embodied in this written Agreement shall be of any force or effect.

10. **No Oral Amendments.** This Agreement is intended to fully and finally resolve all Claims, controversies, and/or matters existing between any of the Parties through the date of this Agreement. This Agreement shall not be subject to waiver, modification, or amendment unless by written instrument duly executed by all Parties. Accordingly, no amendments to this Agreement are contemplated, and no amendment shall be enforceable thereto unless in writing and signed by each and every Party hereto.

11. **Severability.** In the event that any provision of this Agreement shall be found by any court of competent jurisdiction to be illegal, void, or unenforceable and if such provision cannot be modified to be enforceable, such provision shall be of no force or effect, but such a finding shall not render the remaining provisions illegal, void, or unenforceable, and all remaining provisions shall be observed and given effect by all of the Parties to the maximum extent possible.

12. **No Waiver.** Waiver of a right under this Agreement shall not be deemed a waiver of any other right. Forbearance, temporary waiver, or other failure to enforce any right under this Agreement shall not constitute a waiver of such right or any other right under this Agreement.

13. No Assignment. No Party may, unless with the prior written consent of the other Parties, assign, grant any security interest in, or otherwise transfer, in whole or in part, any of its rights and obligations under this Agreement. Any such assignment, grant of security, or transfer made in violation of the preceding sentence shall be null and void.

14. Governing Law and Place of Execution. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama without giving effect to its conflicts of laws principles. The Parties acknowledge that the negotiations of the provisions of this Agreement took place in the State of Alabama, that all such documents are being executed in the State of Alabama, or if executed elsewhere, shall become effective only upon a Party's receipt and acceptance thereof in the State of Alabama.

15. Time. Time is of the essence with respect to this Agreement, and the respective time periods set forth herein.

16. Headings: Internal References. The titles and headings of the various sections and paragraphs of this Agreement have been inserted for reference only and shall not to any extent have the effect of limiting, modifying, defining, or affecting the substantive terms and provisions of this Agreement. All personal pronouns used in this Agreement shall include all genders, whether used in the masculine, feminine or neuter gender. Singular nouns and pronouns shall include the plural, as the case may be appropriate, and vice versa. The use of the term "including" shall mean and include "including but not limited to."

17. Attorneys' Fees in Case of Breach. In the event that any Party should breach any of the terms of this Agreement, the breaching Party shall be liable to the non-breaching Parties for reasonable attorneys' fees incurred by the non-breaching Parties in order to enforce the terms of the Agreement.

18. Necessary Documents. Each Party shall execute and deliver to the other Party(ies) any and all instruments, schedules, certificates, and documents that may be reasonably required to accomplish the intent of this Agreement and to do all things necessary to this end, including any necessary assignments and/or IRS forms.

19. Capacity. Except as noted in paragraph 5, each Party to this Agreement represents and warrants to the others as follows:

a. That each Party has full power and capacity to enter into this Agreement, and to perform and to conclude the same;

b. That, to the extent required and as applicable, each Party has obtained the necessary approval, resolution, and/or order of the appropriate governing body, board, judge, court, and tribunal as required, and said approval has been reduced to writing and certified or attested to by the appropriate person, entity and/or court of the Party;

c. That to the extent required and as applicable, each Party has duly authorized and empowered a representative to execute this Agreement on its respective behalf and the

foregoing is true and correct to the best of his/her information, belief and knowledge, and that he/she has the authority to execute this document on each party's behalf.

Sworn to and subscribed before me this the ____ day of June, 2024.

NOTARY PUBLIC

[SEAL]

My commission expires: _____

Capital Properties Associates, Inc.,

By: Rick Harbin
Its:

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

BEFORE ME, the undersigned Notary Public in and for said State and County, personally appeared _____, who upon being sworn and known to me, stated that the foregoing is true and correct to the best of his/her information, belief and knowledge, and that he/she has the authority to execute this document on each party's behalf.

Sworn to and subscribed before me this the ____ day of June, 2024.

NOTARY PUBLIC

[SEAL]

My commission expires: _____



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: June 3, 2024

SUBJECT: Resolution for the Allocation of Martin Luther King Jr. Boulevard Match Funds and the Reallocation of 2023 Northport First Funds

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kelly Homan

Approved By: Darren McGee

Summary:

This resolution is to allocate required matching funds for Martin Luther King Jr. Boulevard. In addition to previously allocated funds totaling \$1,686,534.40, a reallocation of 2023 Northport First Funds will be required. This resolution asks that 2023 Northport First Funds in the amount of \$475,000 from Grant Match and \$875,000 from 5th Street Improvements be reallocated to MLK. We also ask for the allocation of \$105,205 of the Alabama Trust Fund toward this project. This proposal was approved by the Finance Committee on May 20, 2024.

Recommendation:

Approve this resolution.

Funding Source/GL Code:

GL Code No. Varous Amount: \$ \$1,455,205.00

Motion for Consideration:

I move the adoption of the resolution approving the proposed reallocation of 2024 Northport First Funds and Alabama Trust Funds for the required matching funds for the reconstruction of Martin Luther Kind Jr. Boulevard.

RESOLUTION NO. 24 -

**RESOLUTION FOR THE ALLOCATION OF MARTIN LUTHER KING JR.
BOULEVARD MATCHING FUNDS AND THE REALLOCATION OF 2023
NORTHPORT FIRST FUNDS**

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

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

1. That the City is required to supply matching funds for the reconstruction of Martin Luther King Jr., Boulevard. A reallocation of 2023 Northport First Funds is required.
2. That the City designates \$475,000 from 2023 Northport First Grant Match Funds and \$875,000 from 2023 Northport First 5th Street Improvements Funds be reallocated to MLK.
3. That the City designates the allocation of \$105,205 from the Alabama Trust Fund toward the MLK project.
4. This resolution shall become effective immediately.

RESOLVED AND DONE THIS 3rd day of JUNE 2024

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: June 3, 2024

Motion By:

Second By:

BUDGET REVISIONS

Project	Project Cost
MLK Roadway 20% Match*	\$ 3,141,739.00
Previously Budgeted MLK Match Dollars	\$ (1,686,534.40)
2023 Northport First Grant Match Dollars	\$ (475,000.00)
2023 Northport First 5th Street Improvements	\$ (875,000.00)
Alabama Trust Fund	\$ (105,204.60)
	\$ -

**Based on estimated construction cost of \$18,708,697.*

Special Appropriation - FOCUS Feeding Program	\$ 9,000.00
General Fund Interest Earnings	\$ (9,000.00)
	\$ -

05.20.2024



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: June 3, 2024

SUBJECT: Resolution declaring one 2012 Chevrolet Impala as Surplus

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This resolution declares one 2012 Chevrolet Impala (VIN # 2G1WF5E35C1330873) as surplus and authorizes the auction of said vehicle.

The cost to repair said vehicle is \$4,000 and the vehicle is only valued at \$6,000, therefore it is not financially reasonable to repair said vehicle.

Recommendation:

Approval of this resolution

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

I move to adopt the resolution declaring one 2012 Chevrolet Impala (VIN # 2G1WF5E35C1330873) as surplus.

RESOLUTION NO. ~~XX-XXX~~

**RESOLUTION DECLARING A VEHICLE AS SURPLUS AND AUTHORIZING THE
AUCTION OF SAID VEHICLE**

WHEREAS, The City of Northport would like to surplus one 2012 Chevrolet Impala (VIN # 2G1WF5E35C1330873);

WHEREAS, the cost to repair said vehicle is \$4000; the vehicle is only valued at \$6000; and,

WHEREAS, it is recommended that said vehicle be declared surplus.

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

1. The City of Northport and Northport Fire Rescue declares the 2012 Chevrolet Impala (VIN # 2G1WF5E35C1330873) surplus and authorizes the auction of said vehicle.

RESOLVED AND DONE THIS 3rd day of June 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Christy Bobo, Its President

Reading: June 3rd, 2024

Motion:

Second:

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

Department: Fire Department

Describe Property or attach list as an Exhibit: 2012 Chevrolet Impala vin # 2G1WF5E35C1330873

Approximate age of property: 12 years old

Approximate cost of property when new: \$20,000.00

Approximate value of property now: \$6,000.00

Do you plan to replace this item? x Yes No

If so, what is the approximate cost to replace ? \$40,000.00

Is this replacement cost in your budget? Yes x No

Reason this property should be declared surplus: Recommendation Per Brad Hamner, the cost to repair (\$4000.00) transmission and the vehicle is only valued at \$6000.00.

Describe proposed method of disposal: Auction

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

Vehicles Only

Make/Model Current Mileage: 2012 Chevrolet Impala 96000

Kelly Blue Book Value: \$6000.00

Disposal by sale or salvage: Auction

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

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

 5/13/24

Department Head Signature - Date

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

City Administrator Signature - Date







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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: June 3, 2024

SUBJECT: Resolution declaring items as surplus and authorizing the donation of items to Southwest Tuscaloosa County Rescue Squad

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This resolution declares the following Extrication Tools as surplus and authorizes them to be donated to Southwest Tuscaloosa County Rescue Squad:

Genesis Mach III Simo Pump - Serial # 05102036

Spreaders - Serial # HB 785

Cutters - Serial # HB44? (last number is not readable)

Ram - Serial # 05094106

Hydraulic Hoses - No serial #

Please see Exhibit A.

Recommendation:

Council approval of the resolution declares the extrication tools as surplus and authorizes the donation of said items to the Southwest Tuscaloosa County Rescue Squad.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

I move to adopt the resolution declaring the extrication tools listed in Exhibit A as surplus and authorize their donation to the Southwest Tuscaloosa County Rescue Squad.

RESOLUTION NO. ~~XX-XXX~~

**RESOLUTION DECLARING ITEMS AS SURPLUS AND AUTHORIZING THE
DONATION OF SAID ITEMS TO SOUTHWEST TUSCALOOSA COUNTY RESCUE
SQUAD**

WHEREAS, this resolution is declaring the following extrication tools as surplus:
Genesis Mach III Simo Pump – Serial # 05102036
Spreaders – Serial # HB785
Cutters – Serial # HB44? (last number is not readable)
Ram – Serial # 05094106
Hydraulic Hoses – No Serial # Associated

WHEREAS, this resolution authorizes the donation of surplus extrication tools to the Southwest Tuscaloosa County Rescue Squad.

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

1. The City of Northport and Northport Fire Rescue declares the extrication tools as surplus.
2. The City of Northport authorizes the donation of surplus extrication tools to the Southwest Tuscaloosa County Rescue Squad.

RESOLVED AND DONE THIS 3rd day of June 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Christy Bobo, Its President

Reading: June 3rd, 2024
Motion:
Second:

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

Department: FIRE

Describe Property or attach list as an Exhibit: Genesis Mach III Simo Pump Ser.#05102036, Spreaders Ser.#HB785, Cutters Ser.# HB44? Last number is note readable, Ram Ser.# 05094106, Hydraulic hoses no Ser. number.

Approximate age of property: 23 years

Approximate cost of property when new: \$ \$15,000

Approximate value of property now: less than \$300

Do you plan to replace this item? _____ Yes _____ X No

If so, what is the approximate cost to replace? _____

Is this replacement cost in your budget? _____ Yes _____ X No

Reason this property should be declared surplus: Unable to find parts to fix due to age

Describe proposed method of disposal: Donate to volunteer department that might need

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

Vehicles Only

Make/Model Current Mileage: _____ N/A

Kelly Blue Book Value: _____

Disposal by sale or salvage: _____

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

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

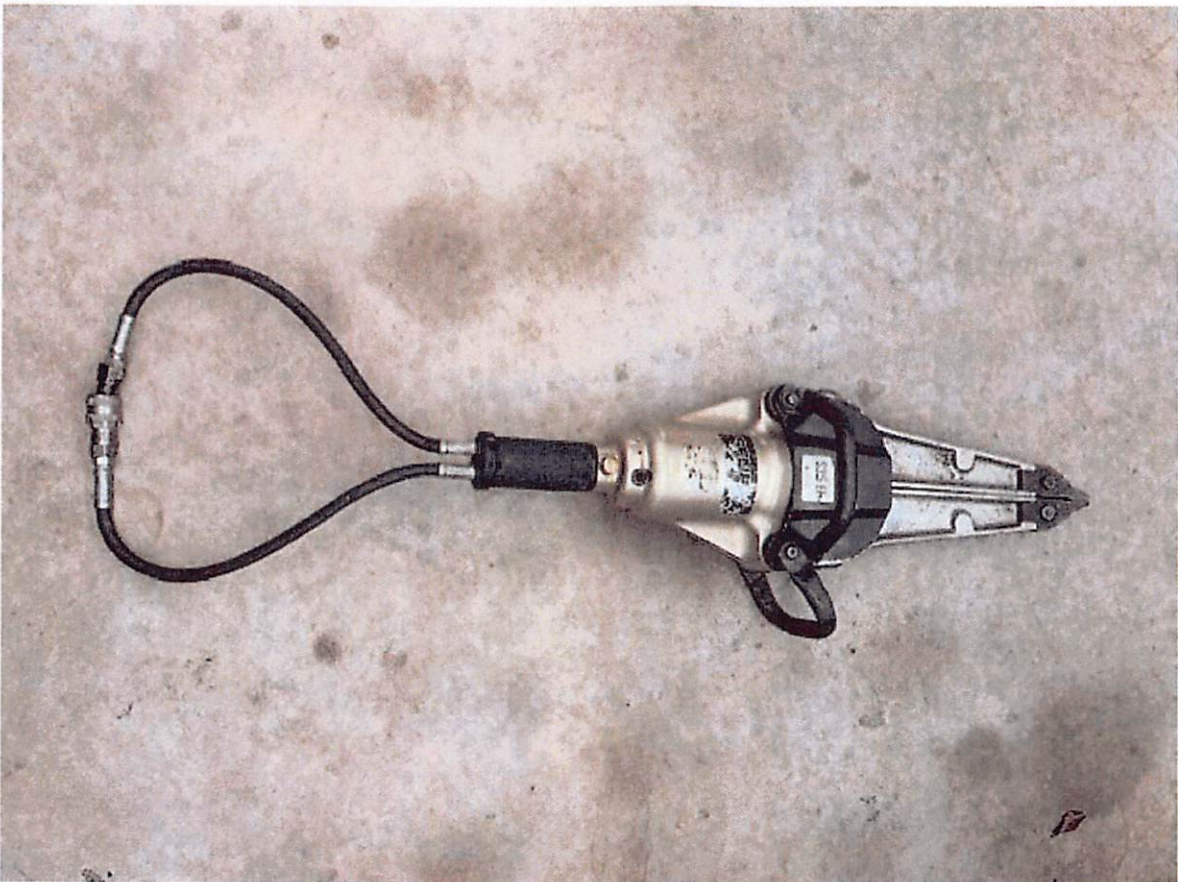
 5/13/24
Department Head Signature - Date

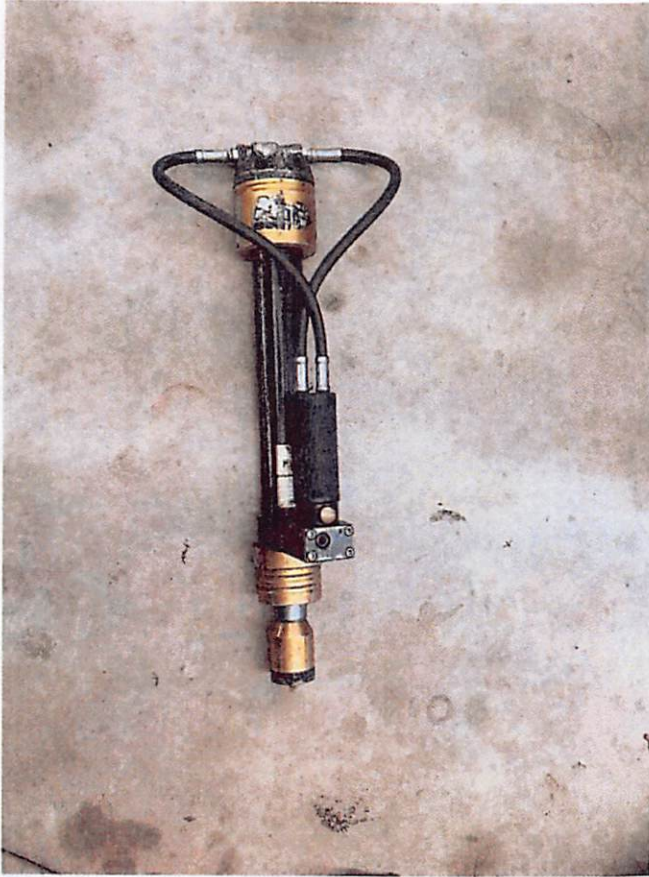
I HAVE REVIEWED THIS REQUEST. I HEREBY FIND THAT THE PROPERTY LISTED IS SURPLUS AND IT IS IN THE BEST INTEREST OF THE CITY FOR THE PROPERTY TO BE DISPOSED OF AS REQUESTED BY THE DEPARTMENT HEAD. I HEREBY APPROVE THIS REQUEST OF THE DEPARTMENT HEAD.

City Administrator Signature - Date

EXHIBIT “A”









March 27, 2024

Attn: Fire Chief Bart Marshall
Northport Fire Rescue
5500 Highway 69 North
Northport, AL 35476

Fire Chief Marshall:

On behalf of the Southwest Tuscaloosa County Rescue Squad, a 501(c)3 non-profit, I would like to formally request a donation of rescue equipment for our newly established rescue squad that will be serving the Southwest Tuscaloosa County area. This rescue squad is a partnership between our surrounding fire departments to increase our level of service to the residents of all of these communities.

Our EIN # is 93-3403386

Any donations of rescue equipment and/or supplies would be greatly appreciated.

If you need any additional information from our organization, please don't hesitate to reach out to me by email at preasha@yahoo.com or by telephone at 205-792-6765.

Best Regards,

Preasha J. Smith

Preasha J. Smith, Board Secretary/Treasurer



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: June 3, 2024

SUBJECT: Resolution Authorizing the City Administrator to Negotiate and Execute a Contract with Vision Security Technologies for Security Upgrades at City Facilities

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Gerald Burton

Summary:

This resolution authorizes the City Administrator to negotiate and execute a contract with Vision Security Technologies for security upgrades at various city facilities up to total cost of \$700,971.57. The upgrades will improve the safety of the public, employees, and publicly-owned property and infrastructure.

Recommendation:

Approve the attached resolution

Funding Source/GL Code:

GL Code No. 01-22-600-80000 Amount: \$ 277,050.00

GL Code No. 01-37-600-80006 Amount: \$ 73,526.74

GL Code No. TBD Amount: \$ 350,394.83

Motion for Consideration:

I move to approve the resolution authorizing the City Administrator to negotiate and execute a contract with Vision Security Technologies for security upgrades at various city facilities.

RESOLUTION NO. 24-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH VISION SECURITY TECHNOLOGIES FOR SECURITY UPGRADES AT CITY FACILITIES

WHEREAS, various City facilities need security upgrades to better protect the public, employees, and City property and infrastructure, and

WHEREAS, the City has conducted a request-for-proposals process for such security upgrades, and

WHEREAS, a selection committee of City staff reviewed all security proposals submitted and selected the proposals by Vision Security Technologies.

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

1. The City Administrator is hereby authorized to negotiate and enter into a contract with Vision Security Technologies for security upgrades for multiple City facilities in the amount of \$700,971.57.
2. The City Administrator is authorized to approve any requisitions related to this agreement.

RESOLVED AND DONE this 3rd day of June 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb
City Administrator

Reading: June 3, 2024
Motion:
Second:



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: June 3, 2024

SUBJECT: Resolution Authorizing the City Administrator to Execute a Master Services Agreement and Task Order Directive No. 1 with Price Civil Services, Inc. for Visual Service Line Inspections

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Savannah Nelson

Approved By: John Webb

Summary:

The City of Northport issued a competitive request for proposals for visual service line inspections to satisfy the federal requirement that all water lines nationwide be inspected by October 16, 2024. Two proposals were received and reviewed on many factors including experience, geographic location and project cost. Price Civil Services, Inc. was determined to be the most qualified respondent with a total proposed cost of \$400,000.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

GL Code No. 50-39-600-81408

Amount: \$400,000.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a Master Services Agreement and Task Order Directive No. 1 with Price Civil Services, Inc. for Visual Service Line Inspections in the amount of \$400,000.

RESOLUTION NO. 24-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A MASTER SERVICES AGREEMENT AND TASK ORDER DIRECTIVE NO. 1 WITH PRICE CIVIL SERVICES, INC. FOR VISUAL SERVICE LINE INSPECTIONS

WHEREAS, the City of Northport requested competitive proposals for services needed to perform water service line inspections; and,

WHEREAS, proposals were received from two interested respondents; and,

WHEREAS, the proposals were assessed on many factors including experience, geographic location, and project cost; and,

WHEREAS, after review, Price Civil Services, Inc. was determined to be the most qualified respondent; and,

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

WHEREAS, pending Alabama Department of Environmental Management approval, the Utilities department is requesting that the City Council authorize the City Administrator to execute a master services agreement and task order directive no. 1 with Price Civil Services, Inc. for Visual Service Line Inspections in a not-to-exceed amount of \$400,000.00.

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 Price Civil Services, Inc. in a not-to-exceed amount of \$400,000.00 for Visual Service Line Inspections.

RESOLVED AND DONE this 3rd day of June 2024.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: June 3, 2024
Motion:
Second:



Providing Solutions for Water, Wastewater, and Storm Water Problems

4700 Highway 69 North • Northport AL 35473

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

May 23, 2024

Mr. John Powell Webb, P.E., Utilities Director
City of Northport
3500 McFarland Boulevard
Northport, Alabama 35476

Re: Recommendation to Award
RFP – Visual Service Line Inspections (DWSRF #FS010020-05)
City of Northport, Alabama

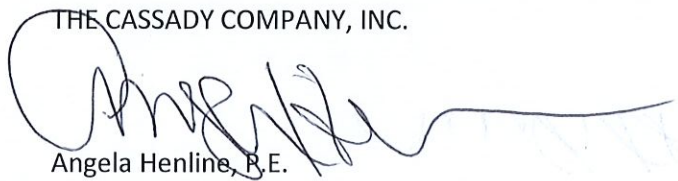
Dear John Powell:

Requests for Proposals (RFP) for services needed to assist the City of Northport with water service line inspections for the referenced project were received via email until 5:00 p.m. on Friday, May 17, 2024. Proposals were received from Compliance Enviro Systems (CES) and Price Civil Services, Inc. (PCS) and evaluated in accordance with the criteria described in the RFP. Based on this evaluation, PCS was selected primarily due to cost and location. CES does not have an office in Alabama and provided a total bid proposal cost of \$4,431,800 which is significantly over budget. PCS is a local firm and provided a total bid proposal cost of \$400,000.

It is recommended that the City of Northport select Price Civil Services, Inc. to provide the services as outlined in the RFP as afforded by the City for the duration as necessary to identify all unknown water service line material and to enter into a unit price contract for this initial work in an amount not to exceed **\$400,000**. (Depending on funding and field conditions, identification of all service line material may require subsequent phases.)

Please let me know if you have any questions or comments.

Sincerely yours,

THE CASSADY COMPANY, INC.

Angela Henline, P.E.

ALH/kap
cc: File No. 23-106



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

AGENDA ITEM NO. 9.b.9.

MEETING DATE: June 3, 2024

SUBJECT: Resolution Authorizing the City Administrator to Submit an Application to the Alabama Department of Environmental Management for Supplemental Funding to the Drinking Water State Revolving Fund Loan Program for Lead Service Line Inventory

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: John Webb

Summary:

The City received competitive proposals to perform the lead service line inventory and the most qualified respondent was Price Civil Services in the amount of \$400,000.00. There is currently \$235,081.80 budgeted for the project scope. \$235,081.80 is currently listed on ADEM's intended use plan for 100% financing. Additional funding is now needed to fund the scope of services for the inventory including plan revisions as well as any future repairs needed as a result of the inventory. The City desires to submit a supplemental DWSRF loan application to ADEM in the amount of \$431,546.20 to cover the funding needs.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

Not Applicable.

Motion for Consideration:

I move that the City Council authorize the City Administrator to submit an application to the Alabama Department of Environmental Management for Supplemental Funding to the Drinking Water State Revolving Fund Loan Program for Lead Service Line Inventory in the amount of \$431,546.20.

RESOLUTION NO. 24-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT AN APPLICATION TO THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT FOR SUPPLEMENTAL FUNDING TO THE DRINKING WATER STATE REVOLVING FUND LOAN PROGRAM FOR LEAD SERVICE LINE INVENTORY

WHEREAS, the City of Northport, after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that the construction of certain works required for the treatment and distribution of drinking water is desirable and in the public interest, and to that end it is necessary that action necessary to perform a lead service line inventory be taken immediately; and,

WHEREAS, the Alabama Department of Environmental Management's (ADEM) Drinking Water State Revolving Fund (DWSRF) Bipartisan Infrastructure Legislation Lead Service Line Intended Use Plan lists the City of Northport's Lead Service Line Inventory project as a priority; and,

WHEREAS, the Intended Use Plan proposes 100% federal funding for the project in an amount up to \$235,082.00; and,

WHEREAS, the City received competitive proposals to perform the lead service line inventory and the most qualified respondent was Price Civil Services, Inc. in the amount of \$400,000; and,

WHEREAS, additional funding is now needed to fund the scope of services for the lead service line inventory including plan revisions as well as any future repairs needed as a result of the inventory; and,

WHEREAS, under ADEM Administrative Code Chapter 335-11-2, the State of Alabama, has authorized the making of loans to aid in financing the cost of infrastructure needed to achieve and maintain compliance with the Safe Drinking Water Act and to protect/enhance public health objectives of the Act; and,

WHEREAS, the City of Northport desires to submit a supplemental application to the Alabama Department of Environmental Management to fund the additional dollars under the current scope of work as well as any future repairs needed as a result of the inventory in the amount of \$431,546.20.

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

1. That the City Administrator is hereby authorized to file on behalf of the City of Northport a supplemental application for a loan to be made by the Alabama Drinking Water Finance Authority;
2. That the City Administrator is hereby designated as the Authorized Representative of the City of Northport for the purpose of furnishing to the ADEM such information, data, and

documents pertaining to the application for a DWSRF loan as may be required; and otherwise, to act as Authorized Representative of the City of Northport in connection with this application;

3. That the City of Northport is authorized to make an application for a loan from the Drinking Water State Revolving Fund Loan Program for the purpose of undertaking a project to make improvements to the Northport Water System which includes preparation of a Lead Service Line Inventory for the entire Northport Water System;
4. That if awarded, the City Administrator, is authorized to accept award and submit any and all documentation related to the award.

RESOLVED AND DONE this 3rd day of June 2024.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: June 3, 2024
Motion:
Second:

Lead Service Line Inventory
ADEM DWSRF Project FS010002-05
City of Northport, Alabama

SUPPLEMENTAL REQUEST SUMMARY

5/23/24

A. DWSRF Application (Approved)			
Engineering		\$	67,728.00
Construction		\$	167,353.80
Total Approved Funding		\$	235,081.80
B. Supplemental Funding Requested			
<i>Engineering</i>			
Lead and Copper Sampling Plan Revisions		\$	10,000.00
Additional Engineering Subtotal		\$	10,000.00
<i>Construction RFP - Service Line Material Inspections</i>			
(Price Civil Services, Inc.)			
<u>Initial Contract (FY24)</u>			
1 LS	Mobilization		\$20,000.00
10,000 Each	Service Line ID both sides		
	(\$38/each no pavement		\$380,000.00
	Current Contract		\$400,000.00
	Additional FY24 Construction Subtotal	\$	232,646.20
<u>Subsequent Contract (FY25)</u>			
1 LS	Mobilization		\$20,000.00
800 Each	Service Line ID both sides		
	(\$38/each no pavement		\$30,400.00
400 Each	Pavement Repair		
	(\$315/Pothole in Pavement)		\$126,000.00
25 Each	Brick Paver Repair		
	(\$500/Each)		\$12,500.00
	Additional FY25 Construction Subtotal	\$	188,900.00
TOTAL SUPPLEMENTAL FUNDS REQUESTED			431,546.20



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

AGENDA ITEM NO. 9.b.10.

MEETING DATE: June 3, 2024

SUBJECT: Resolution Authorizing the City Administrator to Execute Amendment No. 1 to the Professional Engineering Services Agreement with The Cassady Company, Inc. for the Lead Service Line Inventory Project

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Savannah Nelson

Approved By: John Webb

Summary:

The City Council previously approved the execution of a professional engineering services agreement with The Cassady Company, Inc. for the Lead Service Line Inventory Project in the amount of \$235,081.80. The scope of services to be provided included field inspection of the service line for material identification. However, this service is considered to be a professional non-engineering service and would not be eligible for Bipartisan Infrastructure Law fund reimbursement if performed by The Cassady Company, Inc. The proposed amendment has removed the field inspection services from the original scope and decreased the agreement amount to \$67,728.00.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

Not Applicable.

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute amendment no. 1 to the professional engineering services agreement with The Cassady Company, Inc. revising the agreement from \$235,081.80 to \$67,728.00 for services associated with the Lead Service Line Inventory Project.

RESOLUTION NO. 24 -

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE
AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH THE CASSADY COMPANY, INC. FOR THE LEAD SERVICE
LINE INVENTORY PROJECT**

WHEREAS, the City Council previously approved the execution of a professional engineering services agreement with The Cassady Company, Inc. for the Lead Service Line Inventory Project in the amount of \$235,081.80; and,

WHEREAS, the scope of services to be provided included field inspection of the service line for material identification; and,

WHEREAS, this service is considered to be a professional non-engineering service and would not be eligible for Bipartisan Infrastructure Law fund reimbursement if performed by The Cassady Company, Inc., and,

WHEREAS, the proposed amendment has removed the field inspection services and the lead and copper sampling plan from the original scope; and,

WHEREAS, the amended scope and fee has been reviewed by City staff and is being recommended for approval in the amount of \$67,728.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized to execute amendment number one with The Cassady Company, Inc. revising the agreement from \$235,081.80 to \$67,728.00 for services associated with the Lead Service Line Inventory Project.

RESOLVED AND DONE THIS 3rd DAY OF June 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

BY:

Christy Bobo, Its President

Glenda D. Webb
City Administrator

Reading: June 3, 2024

Motion:

Second:



Providing Solutions for Water, Wastewater, and Storm Water Problems

4700 Highway 69 North • Northport AL 35473

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

May 22, 2024

Mr. John Powell Webb, P.E., Utilities Director
City of Northport
3500 McFarland Boulevard
Northport, Alabama 35476

Re: **Amendment – Engineering Services Agreement**
Lead Service Line Inventory
ADEM DWSRF Project FS010020-05
City of Northport (Resolution No. 23-98)

Dear Mr. Webb:

The City of Northport has been offered Bipartisan Infrastructure Law (BIL) funds through the ADEM State Revolving Fund Program for preparation of their Lead Service Line Inventory. As part of these funding requirements, we have been informed that field inspection of the service line for material identification is considered to be a professional ***non-engineering service*** and that the entity providing these non-engineering services must be selected through a request for proposal (RFP) process that includes DBE solicitation. As such, if these services were to be provided by The Cassady Company, Northport would not be eligible for reimbursement of BIL funds.

In an effort to maximize available field inspection funds, and since the Lead and Copper Sampling Plan revision deadline is pending EPA adoption of the proposed Lead Service Line Improvements, Lead and Copper Sampling Plan revisions can be delayed. Therefore, it is requested that our engineering contract be amended as follows:

Audit (inside meter)	\$60,000.00
Audit (dig to confirm)	\$82,500.00
Revise Lead & Copper Sampling Plan	\$6,210.00
Project Contingency	<u>\$18,643.80</u>
<i>Total Amendment Deduction</i>	<i>(\$167,353.80)</i>
<i>Current Contract Amount</i>	<i><u>\$235,081.80</u></i>
<i>Revised Contract Amount</i>	<u>\$67,728.00</u>

Please contact me if you have any questions or need additional information.

Sincerely yours,

THE CASSADY COMPANY, INC.


Angela L. Henline, P.E.

ALH/kap
cc: File 23-106



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

AGENDA ITEM NO. 9.b.11.

MEETING DATE: June 3, 2024

SUBJECT: Resolution Authorizing the City Administrator to Submit an Application to the Alabama Department of Environmental Management for the Drinking Water State Revolving Fund Loan Program for Lead Service Line Inventory

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Savannah Nelson

Approved By: John Webb

Summary:

The Environmental Protection Agency's Lead and Copper Rule Revisions requires water systems to prepare and maintain an inventory of service line materials. Inventories are required to be submitted by October 16, 2024. The Alabama Department of Environmental Management's (ADEM) Drinking Water State Revolving Fund (DWSRF) Bipartisan Infrastructure Legislation Lead Service Line Intended Use Plan lists the City of Northport's Lead Service Line Inventory project as a priority and proposes 100% federal funding for the project in an amount up to \$235,082.00. In order to receive an award, the City of Northport must submit an application for funding of the lead service line inventory.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

100% reimbursable; \$235,082.00

Motion for Consideration:

I move that the City Council approve the City Administrator to submit an application to the Alabama Department of Environmental Management for the Drinking Water State Revolving Fund Loan Program for Lead Service Line Inventory.

RESOLUTION NO. 24-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT AN APPLICATION TO THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT FOR THE DRINKING WATER STATE REVOLVING FUND LOAN PROGRAM FOR LEAD SERVICE LINE INVENTORY

WHEREAS, the City of Northport, after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that the construction of certain works required for the treatment and distribution of drinking water is desirable and in the public interest, and to that end it is necessary that action necessary to perform a lead service line inventory be taken immediately; and,

WHEREAS, the Alabama Department of Environmental Management's (ADEM) Drinking Water State Revolving Fund (DWSRF) Bipartisan Infrastructure Legislation Lead Service Line Intended Use Plan lists the City of Northport's Lead Service Line Inventory project as a priority; and,

WHEREAS, the Intended Use Plan proposes 100% federal funding for the project in an amount up to \$235,082.00; and,

WHEREAS, under ADEM Administrative Code Chapter 335-11-2, the State of Alabama, has authorized the making of loans to aid in financing the cost of infrastructure needed to achieve and maintain compliance with the Safe Drinking Water Act and to protect/enhance public health objectives of the Act.

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

1. That the City Administrator is hereby authorized to file on behalf of the City of Northport an application for a loan to be made by the Alabama Drinking Water Finance Authority;
2. That the City Administrator is hereby designated as the Authorized Representative of the City of Northport for the purpose of furnishing to the ADEM such information, data, and documents pertaining to the application for a DWSRF loan as may be required; and otherwise, to act as Authorized Representative of the City of Northport in connection with this application;
3. That the City of Northport is authorized to make an application for a loan from the Drinking Water State Revolving Fund Loan Program for the purpose of undertaking a project to make improvements to the Northport Water System which includes preparation of a Lead Service Line Inventory for the entire Northport Water System;
4. That if awarded, the City Administrator, is authorized to accept award and submit any and all documentation related to the award.

RESOLVED AND DONE this 3rd day of June 2024.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: June 3, 2024
Motion:
Second:



State of Alabama
Alabama Department of Environmental Management
Drinking Water State Revolving Fund (DWSRF) Loan Program

SRF Section
Permits and Services Division
Alabama Department of Environmental Management
Post Office Box 301463
Montgomery, Alabama 36130-1463

(334) 271-7714
srf@adem.alabama.gov

DWSRF Bipartisan Infrastructure Legislation (BIL) Lead Service Line (LSL) Intended Use Plan



Fiscal Year 2023

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ATTACHMENT 2 – PROJECT DESCRIPTIONS

ATTACHMENT 3 – ALABAMA DWSRF PRE-APPLICATION FORM

I. Introduction

The Safe Drinking Water Act (SDWA) Amendments of 1996 authorized a Drinking Water State Revolving Fund (DWSRF) for the purpose of assisting public water systems to finance the cost of potable water infrastructure. The U.S. Environmental Protection Agency (EPA) is authorized to award capitalization grants to the States, which in turn administer the DWSRF program. This Intended Use Plan (IUP) describes how the State intends to use available DWSRF program funds for the year to meet the objectives of the SDWA and further the goal of protecting public health.

The State of Alabama is applying for \$33,981,000 (\$28,650,000 for fiscal year 2023 and \$5,331,000 in re-allocated funds) in EPA grant funding to address lead service line replacement that will be used to provide low interest financial assistance from the DWSRF program. No state match is required for the DWSRF BIL Lead Service Line Capitalization Grant.

Alabama's DWSRF is designed to be a perpetual source of low-cost financial assistance for the construction of public water supply facilities needed to meet compliance standards and public health requirements. Once ultimate capitalization has been achieved, the program may utilize the direct loan repayments, undedicated interest from the bond debt service reserve funds and construction funds and assets of the Master State Revolving Account as the source funds to fund direct loans.

ADEM has set its short- and long-term goals of this IUP to align with EPA's strategic goals and objectives FY 2022-2026 EPA Strategic Plan. The Office of Water has identified specific measures that address the strategic goals and objectives outlined by EPA in its strategic plan. A basis for each goal in this program IUP has been identified. These references ensure that all of the specific commitments made by the State are properly correlated to the strategic goals and objectives of the Agency.

Alabama agrees to comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246 as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

II. Program Goals

A. Short-term goals (Outputs)

1. To provide financial assistance for the identification and replacement of lead service lines of public water supply facilities on the DWSRF Priority List.
2. To provide DWSRF financial assistance to include additional subsidization in the form of principal forgiveness for not less than the required minimum of 49% of the total capitalization grant. The minimum amount of additional subsidization for fiscal year 2023 is \$16,650,691. The additional subsidization will be allocated exclusively to

disadvantaged communities for the identification and replacement of lead service lines. (Deliverable)

3. To support American workers, renew the water workforce, and cultivate domestic manufacturing by ensuring compliance with the Davis-Bacon Act and American Iron and Steel (AIS) and Build America Buy America (BABA) requirements. (Deliverable)
4. To implement the State's DWSRF in compliance with the Safe Drinking Water Act and to ensure conformance with Federal crosscutting requirements.

B. Long term goals (Outcomes)

1. To maintain the DWSRF program and the long-term fiscal integrity of the fund.
2. To provide a self-perpetuating source of financial assistance for the construction of public water treatment and distribution facilities needed to meet the public health goals of the Safe Drinking Water Act.
3. To fund projects which will have a positive impact on public health and ensure compliance with the Safe Drinking Water Act.
4. To assist systems in ensuring affordable water supply.

C. Program Changes

No major changes to the program are proposed for this fiscal year. Additional information has been provided for clarity; however, no programmatic changes have been included.

III. Sources and Uses of Funds:

The Department is expected to fund FY 2023 lead service line replacement projects using the 2023 EPA Bipartisan Infrastructure Law Lead Capitalization Grant. No State Match is required for the EPA BIL Lead Capitalization Grant. The estimated sources and uses of funds in the FY 2023 DWSRF program are as follows:

Projected Sources:

2023 EPA DWSRF BIL Lead Cap Grant:	\$28,650,000
2023 EPA DWSRF BIL Lead Reallocation:	\$5,331,000
DWSRF State Match:	\$0
Direct Loan Repayments, Interest Earnings, and Unobligated Funds	\$18,335,122*
Total:	\$33,981,000
Overall Total:	\$49,985,122**

*Note: Estimated future repayments and interest earnings from loans.

**Note: Estimated repayment funds are not included in project totals. These funds will be included in future fiscal year(s) IUPs as repayments are received.

Projected Uses:

Project Assistance:	\$33,981,000
Funds Reserved for Administrative Cost (4%):	\$0
Total:	\$33,981,000

A. Transfer of Funds

In accordance with 40 CFR 35.3530, the Alabama Department of Environmental Management (the Department) reserves the right to transfer funds from the Clean Water State Revolving Fund (CWSRF) to the DWSRF as needed. Funds transferred from the CWSRF to the DWSRF are to be used to fulfill the DWSRF infrastructure financing demand as needed. Any funds proposed to transfer in the future will be included on an Intended Use Plan (IUP) and become available for public review prior to transferring funds.

B. Eligible Projects to Be Funded

Eligible projects include the identification, planning, design, and replacement of lead service lines:

- Complete removal of lead service lines (public and privately owned portion)
- Removal of lead or galvanized goosenecks, pigtails and connectors
- Replacement of curb stops, curb stop boxes, and other service line appurtenances
- Site restoration, including landscaping, sidewalks, driveways, etc. if the removal was necessary to replace the lead service line
- Permit fees if the fees are normal, required and specific to the LSLR
- Temporary pitcher filters or point-of-use (POU) devices
- Development or updating of lead service line inventories, including locating and mapping local service lines.
 - Methods of investigation to develop inventories can include visual observation, water quality sampling (not for compliance), excavation, vacuum or hydro-excavation, statistical analysis, or other emerging technologies
- Planning and design for infrastructure projects listed above
- Non-routine lead sampling (if not for compliance purposes) as part of a LSLR project

C. Financial Terms of Loans

The Fund may offer loans for up to 100 percent of allowable project costs for the construction of water treatment and distribution facilities and may offer a range of options regarding the term, interest rate and level of loan funding. Such loans must be made at or below market interest rates as determined by the Department. Loan interest rates will usually be set approximately 1% - 1.5% less than the AAA rated tax exempt municipal bonds.

The total term financing shall not exceed 20 years or, under special circumstances, 30 years may be considered. Repayments shall commence after completion of construction or within

3 years for which such financial assistance was made. Financial assistance repayments shall be made in accordance with the repayment schedule indicated in the recipient's financial agreement. Principal and accrued interest with respect to a particular financial agreement may be prepaid in accordance with the provisions of the financial agreement. Interest shall accrue from the estimated date of the execution of the DWSRF financial agreement.

Project fund disbursements to recipients at intervals as work progresses and expenses are incurred and approved.

The specific terms and conditions of the funds shall be incorporated in the financial agreement to be executed by the recipient and the Department.

IV. Project Selection and Method for Distribution of Funds

A. Priority List

In order to be considered for DWSRF BIL Lead funding assistance, projects must be an eligible project as defined in Section III.B (Eligible Project to Be Funded), on or added to the Priority List, and have a proposed project schedule that coincides with the availability of DWSRF BIL Lead funds. The DWSRF priority list was developed by identifying the priority point rating for each proposed project. The funding of such projects is also subject to the availability of funds.

The State reserves the right to fund projects not on the priority list, on an emergency basis, if funds are available. Emergency projects would include those where some type of failure was unanticipated and requires immediate attention to protect public health. Additionally, supplemental loans may be issued to previous recipients as needed to complete segmented projects or to cover cost overruns. See Attachment 1.

B. Additional Subsidization

The 2023 EPA Bipartisan Infrastructure Law Lead Capitalization Grant includes a requirement for a minimum of \$16,690,650 (combination of 49% for 2023 Capitalization Grant and reallocation funds) be provided to disadvantaged communities in the form of additional subsidy. The Department will meet these requirements by offering selected borrowers additional subsidization in the form of principal forgiveness. The Department expects to allocate principal forgiveness to projects in communities determined to be disadvantaged based on the following criteria: small (less than 10,000) communities, assessment of financial records, ratio of annual average water bill to median household income (MHHI) and utilization of the Justice40 Mapping Tool.

The Department will utilize Table 1 to evaluate and score communities to determine principal forgiveness ranking. The highest ranked projects are considered disadvantaged and will receive principal forgiveness until it is exhausted (see Attachment 1). Any subsequent revision to this project list will ensure principal forgiveness will be provided to meet the required percentage of the Capitalization Grant.

Criteria	Points
<10,000 population	1
<1.1x coverage ratio	1
Project location considered disadvantageded on Justice40 Map	1
Ratio of Water Bill/MHHI	Actual Number

Table 1

A community is defined as disadvantaged if the criteria for population, coverage ratio, or Justice 40 map coverage results in a value greater than 1 point or the ratio of water bill to median household income is greater than 1. A community can be defined as disadvantaged based on an individual category (i.e., financially disadvantaged, small, etc.); however, the disadvantaged rank will be determined based on the sum of the categories above, when possible.

Each individual category is briefly described below:

- <10,000 population – this is considered a “small” community. Since maintenance and cost of water system improvements is generally based on economy of scale (i.e., higher tax base results in higher tax revenue), a small community would be considered disadvantaged when compared to larger communities.
- <1.1x coverage ratio – A coverage ratio is defined as a borrower’s revenue divided by debt. This metric is meant to capture financial affordability. If a coverage ratio is 1.1x, a community would make 10% more in revenue than they expend in debt. The Department analyzes rate structures and frequency of rate increases to determine if the coverage ratio can be modified. A borrower cannot “afford” a loan if the coverage ratio is less than 1.1x.
- Justice 40 Map – the Department utilizes the data and census information provided by the White House’s Justice 40 Map. If a project’s area is within a disadvantaged area as defined by the map criteria, the community is considered disadvantaged.
- Ratio of Water Bill/MHHI – Along with coverage ratio, this metric determines a community’s ability to increase revenue through rate increases. If a coverage ratio is 1.00 then the rates are appropriate for the median household income of the area. If the rates are higher than one (1) then the applicant may have the ability to increase rates without burdening the service area population. If the ratio is less than one (1), then the population provided water by the project pays more for water than expected based on median household income.

The Department has authority to provide additional subsidization to meet the requirements by the Code of Alabama Section 22-23B-3.

C. Prevailing Wages

Davis-Bacon wage requirements apply for fiscal year 2021 and each fiscal year thereafter and the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C. 300j-9(e)) shall apply to any construction project carried out in whole or in part with assistance made available by the DWSRF as authorized by section 1452 of that Act (42 U.S.C. 300j-12). The Department will include in all loan agreements and procurement contracts terms and conditions requiring compliance with this requirement.

D. Build America, Buy America (BABA)

Build America, Buy America (BABA) will be implemented for this fiscal year and each fiscal year thereafter. BABA will be required for eligible projects funded through the Clean Water State Revolving Fund (CWSRF) unless a waiver is granted.

BABA is considered a federal cross-cutting requirement that applies to SRF assistance equivalent to the federal capitalization grant (i.e., “equivalency” projects). EPA’s SRF regulations at 40 CFR 35.3145 and 35.3575 require states and recipients of SRF funds equivalent to the amount of the federal capitalization grant to comply with federal cross-cutting requirements. Section 70914 of the IIJA, which states when a Buy America preference applies, explains that “none of the funds made available for a Federal financial assistance program for infrastructure...may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Therefore, BABA only applies to projects funded in an amount equivalent to the federal capitalization grant.

E. Distribution of Funds to Set-Aside Accounts

EPA provisions allow funds to be set aside from the State Revolving Fund Capitalization Grant for activities such as administration of the SRF Program, operator training and technical assistance, special drinking water projects, and source water assessment. These activities are discussed in “Set-Aside Activities” below.

F. Selection of Systems to Receive Assistance

To the maximum extent possible, the DWSRF gives priority for the use of funds to projects that address the most serious risk to human health and are necessary to ensure compliance with the Safe Drinking Water Act.

The criteria for ranking projects give priority to projects that:

1. Provide the highest nature of benefit;
2. Benefit the most people per dollar expended;
3. Assist systems most in need on a per household affordability basis as required by the Safe Drinking Water Act.
4. Use consolidation with other systems to correct existing deficiencies and improve management.

These considerations are addressed by the Priority Ranking Criteria found in ADEM Administrative Code R. 335-11-2-.04 and in the DWSRF Pre-Application provided in Attachment 3.

When two or more projects score equally under the Project Priority System a tie breaking procedure will be utilized. The project with the smallest number of existing customers served will receive the higher ranking.

A project on the fundable portion of the list may be bypassed and the next eligible project funded if it is determined that the project will not be ready to proceed during the funding year. The Department will give the applicant whose project is to be bypassed written notice. Projects that have been bypassed may be funded at a later date when the project is ready to proceed. Should a system on the funded list decline the loan, the next ranked project shall be offered access to all or a portion of these funds.

G. Project Bypass/Reallotment:

The Department may bypass any project on the DWSRF Priority List that is not, in the Department's opinion, making satisfactory progress in satisfying requirements for DWSRF assistance. Bypassed projects will be removed from the priority list. In determining whether or not a project is making satisfactory progress in satisfying the requirements for DWSRF assistance, the Department shall use the criteria contained in subparagraphs 1- 6 of this paragraph. Funds released through project bypass will be considered as uncommitted and available for redistribution in accordance with this section.

1. Any project on the DWSRF Priority List may be bypassed if the applicant fails to submit a complete DWSRF application.
2. The Department may use individual project schedules developed by the Department to determine whether or not the project is making satisfactory progress during the fiscal year.
3. In order to comply with EPA certification restrictions related to equivalency requirements, it may be necessary to bypass projects which have not complied with Title II requirements and other federal authorities.
4. Any project on the DWSRF Priority List may be bypassed if the applicant fails to demonstrate the ability to repay the loan.
5. To maintain the fiscal integrity of a leveraged loan program or provide funds for new construction, the Department may choose to bypass projects which involve refinancing of existing debt.
6. Projects may be removed from the priority list at the request of the applicant or if the Department finds that the project is ineligible for DWSRF assistance.

V. Set-Aside Activities

A. Administrative Set-Aside

SRF Guidelines allow states to set aside 4% of the grant for SRF administrative costs. The Department is not allocating set aside funds for FY23; however, the Department reserves the right to take administrative set-aside funds in future fiscal years. Any set-aside funding will be included on an Intended Use Plan (IUP) and provided for comment by the public prior to use.

VI. Certifications

1. The Department certifies that this IUP will be subject to public review and comment with a public notice period of 30 days.
2. The Department certifies that all drinking water treatment facility projects in this IUP are on the DWSRF Priority List.
3. The Department certifies that it will enter into binding commitments for 120% of each payment under the DWSRF capitalization grant within one (1) year after receipt of each payment.
4. The Department certifies that it will expend all funds in the DWSRF in an expeditious and timely manner.
5. The Department certifies that all facilities funded by the DWSRF shall complete a NEPA-like environmental review process.
6. The Department is in compliance with the operator certification and capacity development regulations along with the associated reporting requirements.
7. The Department certifies that it will comply with all requirements of the 1997 Operating Agreement with EPA.
8. The Department certifies that it will complete a Benefits Assessment worksheet for each loan agreement executed in order to comply with EPA environmental results reporting requirements.

VII. Program Income

The Alabama Drinking Water Finance Authority, with ADEM as its agent, assesses a fee annually based on outstanding principal. These fees vary based on the fiscal year to which the loan agreement was secured. These fees are collected twice a year, when the recipient initiates repayment of the loan. In accordance with EPA regulations, fees collected from loans sourced from outstanding grants will be used for administration of the SRF fund only. All other fees will be used for activities eligible for the DWSRF grant only. The Department expects to receive fees during FY 2023 as follows:

Total Program Income	Program Income Collected During Grant Period	Program Income Collected After Grant Period
\$3,414,433.34	\$0.00	\$3,414,433.34
Note: Calculated with an interest rate of 2.2% for fiscal year 2023.		

VII: Estimated DWSRF Capitalization Grant Schedules

6. Estimated Grant Draw Schedule

Fiscal Year	Month	Draw
2024	Jan	\$2,831,750
2024	Feb	\$2,831,750
2024	Mar	\$2,831,750
2024	Apr	\$2,831,750
2024	May	\$2,831,750
2024	Jun	\$2,831,750
2024	Jul	\$2,831,750
2024	Aug	\$2,831,750
2024	Sep	\$2,831,750
2024	Oct	\$2,831,750
2024	Nov	\$2,831,750
2024	Dec	\$2,831,750
Total		\$33,981,000

7. Estimated Grant Disbursal Schedule

Payment Quarter	Payment Date	Payment Amount
FY2024/Quarter 3	04/01/24	\$16,990,500
FY2024/Quarter 4	07/01/24	\$16,990,500

Payments are defined as increases to the amount of funds available from the federal SRF capitalization grant. This draft payment schedule is based on the State's projection of binding commitments and disbursements from the SRF to the members of the SRF project list. The disbursement schedule will essentially coincide with the grant payment schedule as ACH draw requests will be processed only upon submittal of payment requests from loan recipients for actual costs incurred. Funds from the ACH will be disbursed to the recipient immediately. The disbursement of funds will be in proportion to the amount of state and federal funds provided by the grant and state match. This will be ensured by disbursing all state match funds prior to drawing capitalization grant funds for project disbursements.

C. Capitalization Grant Budget Periods:

2023 EPA DWSRF Bipartisan Infrastructure Law Lead Capitalization Grant

October 1, 2023 through September 30, 2029

VIII. Public Participation

The IUP will be provided for public notice once finalized. At this time, the IUP is being submitted as draft for a conditional grant award.

IX. Reporting

1. Annual reports are required for the BIL DWSRF LSL Capitalization Grant. Each annual report is due on December 30th following each fiscal year period. The annual report for the 2023 DWSRF BIL LSL funding will include the results from the period of October 1, 2023 through September 30, 2024 and will be submitted on or before December 30, 2024.

2. The Department will submit information on projects into the DWSRF National Information Management System (NIMS) as binding commitments are entered into with the borrowers as proposed in this IUP.

Attachment 1: Project Priority List

Project #	Applicant Name	Project Description	City/Town	County	Justice 40 Map Coverage	Population	Financial Rank	DW Ratio	Disadvantaged Rank	Priority Ranking Points	DW BIL-Lead FY	DW BIL-Lead Amount Granted	DW BIL LSL Amount of PF	DW BIL-Lead % of PF	Applied for Project Amount
FS010122-18	Birmingham Water Works Board	Lead Service Line Replacement (Supplemental)	Birmingham	Jefferson	Yes	202,234	-	N/A	N/A	SUPP	2023	\$9,925,186	\$0	0%	\$9,925,186
FS010325-01	Brewton, City of	Water System Improvements - Lead Service Lines Replacement	Brewton	Escambia	No	5,288	1	1.36	2.36	170	2023	\$3,937,875	\$1,575,150	40%	\$3,937,875
FS010455-01	Camden, City of	2022 Lead Service Line Inventory and Replacement	Camden	Wilcox	Yes	2,128	1	1.22	3.22	35	2023	\$2,027,323	\$2,027,323	100%	\$2,027,323
FS010177-02	Centreville Water Works and Sewer Board	Lead Service Line Replacement	Centreville	Bibb	No	2,789	-	1.44	2.44	45	2023	\$1,295,641	\$1,295,641	100%	\$1,295,641
FS010444-03	Eutaw, City of	Lead Service Line Inventory	Eutaw	Greene	Yes	1,480	-	0.91	1.91	25	2023	\$101,669	\$101,669	100%	\$101,669
FS010401-01	Florala Utilities Board	Water Main Replacement - Lead Service Line	Florala	Covington		1,779	-	1.74	2.74	70	2023	\$1,270,515	\$653,943	51%	\$1,694,020
FS010413-01	Gadsden Water Works & Sewer Board	Lead Service Line Inventory	Gadsden	Etowah	Yes	34,317	-	2.22	2.22	45	2023	\$955,000	\$955,000	100%	\$955,000
FS010187-03	Haleyville Water Works and Sewer Board	Lead Service Line Replacement	Haleyville	Winston	Yes	4,343	-	2.84	3.84	50	2023	\$894,641	\$894,641	100%	\$894,641
FS010427-01	Hartford, City of	Water Improvements - Lead Service Line	Hartford	Geneva	No	2,630	-	0.55	1.55	65	2023	\$3,588,950	\$1,256,133	35%	\$3,588,950
FS010552-01	Jasper, City of	Lead Service Line Inventory	Jasper	Walker		14,370	1	0.99	0.99	25	2023	\$100,000	\$100,000	100%	\$100,000
FS010489-02	Kinston, Town of	Water Improvements - Distribution - Lead Service Line	Kinston	Coffee	Yes	793	1	1.91	3.91	55	2023	\$1,945,016	\$1,945,016	100%	\$1,945,016
FS010423-01	Lanett, City of	Water System Improvements - Lead Service Line	Lanett	Chambers	Yes	6,821	-	1.83	2.83	55	2023	\$3,000,000	\$1,206,990	25%	\$3,000,000
FS010406-01	Louisville, Town of	Water System Improvements - Lead Service Line	Louisville	Barbour	No	562	1	1.10	3.10	70	2023	\$1,221,700	\$1,221,700	100%	\$1,221,700
FS010006-02	Marbury Water System	Water System Improvements - Lead Service Line	Marbury	Autauga	No	1,893	-	1.51	2.51	75	2023	\$500,000	\$500,000	100%	\$500,000
FS010006-03	Marbury Water System	Lead Service Line Inventory	Marbury	Autauga		1,893	-	-	1.00	25	2023	\$150,000	\$150,000	100%	\$150,000
FS010002-05	Northport, City of	Lead Service Line Inventory	Northport	Tuscaloosa	No	30,334	-	1.19	1.19	25	2023	\$235,082	\$235,082	100%	\$235,082
FS010558-01	Phenix City, City of	Lead Service Line Inventory	Phenix City	Lee/Russell		35,216	1	0.64	0.64	25	2023	\$34,000	\$34,000	100%	\$34,000
FS010559-01	Pine Hill, Town of	Lead Service Line Inventory	Pine Hill	Wilcox	Yes	865	-	1.59	2.59	25	2023	\$100,000	\$100,000	100%	\$100,000
FS010393-01	Samson, City of	Lead Service Line Inventory	Samson	Geneva		1,567	1	1.53	3.53	70	2023	\$1,000,000	\$700,000	70%	\$2,210,774
FS010057-05	Thorsby, Town of	Lead Service Line Inventory	Thorsby	Chilton	Yes	2,483	-	0.86	1.86	70	2023	\$84,008	\$84,008	100%	\$84,008
FS010600-01	Uniontown, The Waterworks and Sewer Board of the City of	Lead Service Line Inventory	Uniontown	Perry	Yes	2,045	1	1.88	3.88	25	2023	\$1,400,000	\$1,400,000	100%	\$1,400,000
FS010519-04	Wilcox County Water and Sewer District	Lead Service Line Inventory	Camden	Wilcox	Yes	2,128	1	0.83	1.83	25	2023	\$165,850	\$165,850	100%	\$165,850
FS010601-01	Wilsonville, Town of	Lead Service Line Inventory	Wilsonville	Shelby		2,167	-	1.15	2.15	25	2023	\$48,544	\$48,544	100%	\$48,544
Total	23											\$33,981,000	\$16,650,690	49%	\$35,615,279

Attachment 2: Project Descriptions – DWSRF BIL Lead Service Line

Birmingham Water Works and Sewer Board – Birmingham Lead Service Line Repair

The Birmingham Water Works Board proposes to replace all the known lead and/or unknown service lines in the entire distribution system. Completion of this project would improve water quality for all affected customers and improve compliance with the Lead and Copper Rule.

Jasper Waterworks and Sewer Board – Lead Service Line Inventory

The Jasper Waterworks and Sewer Board proposes to conduct a lead service line inventory. The inventory will identify service lines made of lead and/or any service lines made of galvanized steel downstream of lead goose necks. The inventory is required to be submitted by October 16, 2024.

City of Phenix City – Lead Service Line Inventory

The City of Phenix City proposes to conduct a lead service line inventory. The inventory will identify service lines made of lead and/or any service lines made of galvanized steel downstream of lead goose necks. The inventory is required to be submitted by October 16, 2024.

City of Hartford – Lead Service Line Replacement

The City of Hartford proposes to remove and replace lead service lines downstream of cast iron and galvanized mains with lead joints and lead “gooseneck” connections throughout the City. This project would improve water quality for all affected customers and improve compliance with the Lead and Copper Rule.

City of Lanett – Lead Service Line Replacement

The City of Lanett proposes to replace existing lead service lines downstream of lead and galvanized mains with lead goosenecks. The project would improve water quality for all affected customers and improve compliance with the Lead and Copper Rule.

Town of Thorsby – Lead Service Line Inventory and Replacement

The Town of Thorsby proposes to conduct a lead service line inventory. The inventory will identify service lines made of lead and/or any service lines made of galvanized steel downstream of lead goose necks. The inventory is required to be submitted by October 16, 2024.

The Town of Thorsby proposes to eliminate known galvanized service lines downstream of galvanized main line with lead goosenecks and replace with copper service lines.

City of Eutaw – Lead Service Line Inventory

The City of Eutaw proposes to conduct a lead service line inventory. The inventory will identify service lines made of lead and/or any service lines made of galvanized steel downstream of lead goose necks. The inventory is required to be submitted by October 16, 2024.

Haleyville Water Works and Sewer Board – Lead Service Line Replacement

The Haleyville Water Works and Sewer Board proposes to replace known service lines with lead goosenecks downstream of galvanized main line with copper service lines. The project would improve water quality for all affected customers and improve compliance with the Lead and Copper Rule.

Gadsden Water Works and Sewer Board – Lead Service Line Inventory

The Gadsden Waterworks and Sewer Board proposes to conduct a lead service line inventory. The inventory will identify service lines made of lead and/or any service lines made of galvanized steel downstream of lead goose necks. The inventory is required to be submitted by October 16, 2024.

Centreville Water Works and Sewer Board – 2022 Cast Iron Water Main/Lead Service Line Replacement

The Centreville Water Works and Sewer Board has proposed eliminating known galvanized service lines that contain lead goosenecks downstream from the main and replace with new copper service lines.

City of Northport – Lead Service Line Inventory

The City of Northport proposes to conduct a lead service line inventory. The inventory will identify service lines made of lead and/or any service lines made of galvanized steel downstream of lead goose necks. The inventory is required to be submitted by October 16, 2024.

Town of Pine Hill – Lead Service Line Inventory

The Town of Pine Hill proposes to conduct a lead service line inventory. The inventory will identify service lines made of lead and/or any service lines made of galvanized steel downstream of lead goose necks. The inventory is required to be submitted by October 16, 2024.

Floral Utilities Board – Lead Service Line Replacement

Floral Utilities Board proposes to replace service lines downstream of galvanized main line and lead goosenecks. The project would improve water quality for affected customers and improve compliance with the Lead and Copper Rule.

Marbury Water System – Lead Service Line Replacement

The Marbury Water System proposes to replace service lines downstream of galvanized main line and lead goosenecks. The project would improve water quality for affected customers and improve compliance with the Lead and Copper Rule.

Marbury Water System – Lead Service Line Inventory

The Marbury Water System proposes to conduct a lead service line inventory. The inventory will identify service lines made of lead and/or any service lines made of galvanized steel downstream of lead goose necks. The inventory is required to be submitted by October 16, 2024.

City of Brewton – Lead Service Line Replacement

The City of Brewton proposes to eliminate approximately 6,000 linear feet of galvanized service lines downstream of lead goose necks. This project would improve water quality for affected customers and improve compliance with the Lead and Copper Rule.

City of Samson – Lead Service Line Replacement

The City of Samson proposes to replace service lines downstream of galvanized main line and lead goosenecks. The project would improve water quality for affected customers and improve compliance with the Lead and Copper Rule.

Cit of Camden – Lead Service Line Inventory

The City of Camden proposes to conduct a lead service line inventory. The inventory will identify service lines made of lead and/or any service lines made of galvanized steel downstream of lead goose necks. The inventory is required to be submitted by October 16, 2024.

Town of Louisville – Lead Service Line Replacement

The Town of Louisville proposes to replace service lines downstream of galvanized main line and lead goosenecks. The project would improve water quality for affected customers and improve compliance with the Lead and Copper Rule.

Town of Kinston – Lead Service Line Replacement

The Town of Kinston proposes to replace service lines downstream of galvanized main line and lead goosenecks. The project would improve water quality for affected customers and improve compliance with the Lead and Copper Rule.

The Waterworks and Sewer Board of the City of Uniontown – Lead Service Line Inventory

The Waterworks and Sewer Board of the city of Uniontown proposes to conduct a lead service line inventory. The inventory will identify service lines made of lead and/or any service lines made of galvanized steel downstream of lead goose necks. The inventory is required to be submitted by October 16, 2024.

Wilcox County Water and Sewer District – Lead Service Line Inventory

The Wilcox County Water and Sewer District proposes to conduct a lead service line inventory. The inventory will identify service lines made of lead and/or any service lines made of galvanized steel downstream of lead goose necks. The inventory is required to be submitted by October 16, 2024.

Wilsonville, Town of – Lead Service Line Inventory

The Town of Wilsonville proposes to conduct a lead service line inventory. The inventory will identify service lines made of lead and/or any service lines made of galvanized steel downstream of lead goose necks. The inventory is required to be submitted by October 16, 2024.



Form 370: Drinking Water State Revolving Fund Preapplication

Project Name	
Assistance Amount Requested	\$
Date Submitted	



Submit Complete Preapplication to:	
Preferred method By email:	srf@adem.alabama.gov
By overnight mail:	1400 Coliseum Boulevard Montgomery, Alabama 36110-2400 (334) 271-7714
By mail:	SRF Section Alabama Department of Environmental Management Post Office Box 301463 Montgomery, Alabama 36130-1463

Section 1: Contact Information

Loan Applicant

Applicant Name			
Authorized Representative (Signatory of Loan Agreement)		Title of Authorized Representative	
Email Address		Telephone Number	
Contact Person (Daily SRF Communications)		Title of Contact Person	
Email Address		Telephone Number	
Mailing Address		City, Zip Code	
County		UEI Number	
Fax Number		PWSID Number	
AL House District(s)		AL Senate District(s)	
Total Number of System Connections (Current)		Population of System	

Project Engineer:

Firm Name	
Address	
City, State, Zip code	
Engineer Name	
Telephone Number	
Email Address	
Fax Number	

Section 2: Project Information

For the following questions, please attach additional pages if adequate space is not provided on this form:

Break down the total project cost (categories should sum to 100%) and list all other funding sources to be utilized to complete this project.

Treatment:	%	Other Funding Source(s)	Amount(s)	Commitment Date
Distribution:	%			
Source:	%			
Storage:	%			

Enter the Median Household Income (MHI) for the affected community:	Enter the Average Annual Household Water Bill Based on 5,000 Gal Usage:
Source:	Source:
\$	\$

Priority Ranking System

The following factors are used to rank the proposed project and will ultimately determine if the project is fundable. The applicant must provide documentation where required in order to receive credit.

*Any ranking criteria that cannot be verified through supporting documentation by the Department will be awarded zero points.

A. Enforcement and Compliance Rating Criteria (Maximum: 50 points)*

Ranking Criteria		Point Value
1	The system is under formal enforcement action by ADEM. Completion of the project will return the system to compliance.	50
2	The project is a voluntary effort to resolve noncompliance and will mitigate the issuance of a formal enforcement action.	40
3	The system is currently in compliance but will be in imminent noncompliance without the proposed project.	25

B. Drinking Water Contaminants Criteria (Maximum: 150 points)*

Ranking Criteria		Point Value
1	The system has current primary MCL violations and completion of the project will return the system to compliance.	100
2	The system has current secondary MCL violations and completion of the project will return the system to compliance.	50
3	The primary purpose of the project is to extend service to persons presently served by contaminated wells.	50

C. Water/Energy Efficiency Rating (Maximum: 45 points)*

Ranking Criteria		Point Value
1	The project significantly reduces water loss. The unaccounted reported water loss during the last 12-month period was: 50% or higher 35% - 49% 20% - 34% 15% - 19%	25 20 10 5
2	The project incorporates energy efficient design considerations with established objectives and targets for energy reduction opportunities.	5
3	The project uses renewable energy such as wind, solar, geothermal, hydroelectric, micro-hydroelectric, biogas combined heat and power (CHP) systems, or biofuels production to provide power to a drinking water treatment plant.	5
4	The project implements upgrades to pumps and treatment processes which result in: a) 20% or greater reduction in energy consumption at a drinking water treatment plant. b) 10-20% reduction in energy consumption at a drinking water treatment plant, or 20% or greater reduction in energy consumption at a remote pump station.	10 5

D. Capacity and Pressure Criteria (Maximum: 100 points) *

Ranking Criteria		Point Value
1	The system lacks adequate capacity to provide safe drinking water. Completion of the project will restore capacity to existing customers.	100
2	The project will mitigate pressure readings of <20 psi at 50 or more customer meters.	50
3	The project will mitigate pressure readings of <20 psi at 10-49 customer meters.	25

E. System Consolidation Criteria (Maximum: 100 points) *

Ranking Criteria		Point Value
1	The project will result in the elimination of at least one public water system.	100
2	The project will establish a new interconnection between two water systems, where the beneficiary water system (or portion of the beneficiary water system) is served by only one source.	25

F. Sustainability Criteria (50 possible bonus points) *

Ranking Criteria		Point Value
1	The project implements one or more of the following planning methodologies: a) Asset Management Plan	10
2	The project includes one or several of the following design considerations: a) LEED certified or other ADEM-approved green building techniques. b) Project envelope is located in a previously developed area. c) Use of environmentally friendly post-consumer recycled or reclaimed materials.	5 5 5
3	The project incorporates at least one of the following construction methods: • Innovative erosion control practices; • Protection of onsite trees, vegetation, native habitats and urban forests; or • Replanting of disturbed areas with native plant species.	5
4	The project will utilize one or more of the following water conservation strategies: a) Incorporates sustainable water pricing practices and rate structures. b) Completion of EPA's Water Quality Scorecard (see http://www.epa.gov/smartgrowth/water_scorecard.htm).	10 5

G. Reporting Criteria (Maximum point reduction: 30) *

Ranking Criteria		Point Reduction
1	The system was cited during the last twelve months for late submittal of Monthly Operating Reports (MOR) or Consumer Confidence Reports (CCR), or was cited for a monitoring/reporting violation.	-10
2	The system was sent a Drinking Water Needs Survey and/or a Clean Watershed Needs Survey in the last four years and failed to return a completed survey.	-20

H. Affordability Criteria (Maximum: 60 points)

Ranking Criteria		Point Value
Divide the Average Annual Household Water Bill by the Median Household Income (from Page 2) and multiply by 100%:		
2.50% or higher		60
2.00 – 2.49%		40
1.50 – 1.99%		20
Less than 1.50%		0

I. Infrastructure Improvement Criteria*

Ranking Criteria		Point Value
1	Construction of a new water treatment plant	20
2	Level of treatment upgrade to an existing water treatment plant	15
3	Modifications to address disinfection byproduct requirements	25
4	Replacement of water lines due to age, leaks, breaks, or lead or asbestos-cement pipe	10
5	Installation of new water lines, where none existed previously	5
6	Rehabilitation or replacement of a water storage tank	15
7	Installation of a new water storage tank	10
8	New or upgraded pump station (not associated with a tank project)	5
9	Security improvements to a water system	5
10	Emergency power generators	5
11	Construction of a new well	15
12	Rehabilitation/upgrade of an existing well	10
13	Installation of green stormwater infrastructure at a water treatment plant	5
14	Installation of water meters in previously unmetered areas, or replacement of traditional water meters with AMR or smart meters	10
15	Water meter replacement with traditional meters	5
16	Installation or retrofitting water efficient devices such as plumbing fixtures and appliances (toilets, showerheads, urinals)	5
17	Replacement of (potable) landscape irrigation with more efficient landscape irrigation systems	5
18	Recycling and water reuse projects that replace potable sources with non-potable sources (grey water, wastewater effluent)	10
19	Installation or upgrade of SCADA systems	15

Sum the points from each category below.

Part A: Enforcement and Compliance (50 points maximum)	
Part B: Drinking Water Contaminants (150 points maximum)	
Part C: Water/Energy Efficiency (45 points maximum)	
Part D: Capacity and Pressure (100 points maximum)	
Part E: System Consolidation (50 points maximum)	
Part F: Sustainability (50 bonus points maximum)	
Part G: Reporting (Maximum Reduction of 30)	
Part H: Affordability (60 points maximum)	
Part I: Infrastructure Improvement	
TOTAL POINTS CLAIMED:	

This form should be signed by the official who is authorized to execute contracts on behalf of the applicant jurisdiction.

ONE SIGNED COPY (including attachments) should be emailed to the address shown on Page 1 of this form.

Attachments to be included with this form:

1. **Preliminary Engineering Report (PER Outline PER Format Below (Preferred))**
2. **Copies of last three (3) years of audited financial statements (if available)**

Preliminary Engineering Report Outline:

1. **Description of Project**
 - a. Brief description and background of project
 - b. Purpose of project
 - c. Location of project
 - d. Project Scope
 - e. Average annual household water bill
 - f. Population and median household income
2. **Proposed Improvements**
 - a. System connections and connections that benefit from construction
 - b. System plan for water conservation
 - c. Proposed operation and management
 - d. Improvements to system
3. **Project Maps**
 - a. Include all affected water bodies
4. **Projected Outlay Schedule**
5. **Cost Breakdown**
 - a. Estimated cost outline for entire project
6. **Supporting Documentation*** for priority points claimed, as required above. Any points claimed that cannot be readily substantiated from the information submitted will not be counted. The Department reserves the right to make the final determination of all points awarded.

The undersigned representative of the applicant certifies that the information in the application and in the attached statements and exhibits is true, correct and complete to the best of the applicant's knowledge, information and belief.

Signature of Authorized Representative	Print or Type Name
Title	Date



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

AGENDA ITEM NO. 9.b.12.

MEETING DATE: June 3, 2024

SUBJECT: Resolution Authorizing the City Administrator to Accept a Proposal from Redpoint Audiovisual for Installation of an Audiovisual System in the New Public Works Building

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting the City Council authorize the City Administrator to accept a proposal from Redpoint Audiovisual for installation of an audiovisual system in the new Public Works building. Attached is the quote for \$49,253.49.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. Amount: \$49,253.49

Motion for Consideration:

I move that the City Council authorize the City Administrator to accept a proposal from Redpoint Audiovisual in the amount of \$49,253.49 for installation of an audiovisual system in the new Public Works building.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT A
PROPOSAL FROM REDPOINT AUDIOVISUAL FOR INSTALLATION OF AN
AUDIOVISUAL SYSTEM IN THE NEW PUBLIC WORKS BUILDING**

WHEREAS, the Engineering Department is requesting that the City Council authorize the City Administrator to accept a proposal from Redpoint Audiovisual for installation of an audiovisual system in the new Public Works building; and,

WHEREAS, the estimated cost for installation is \$49,253.49; however, this amount is in negotiation; and,

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 Redpoint Audiovisual for installation of an audiovisual system in the new Public Works building, and the fiscal impact to the City is estimated to be \$49,253.49 which is being negotiated.

RESOLVED AND DONE THIS 3rd DAY OF JUNE 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Christy Bobo, Its President

Reading: June 3, 2024

Motion:

Second:



Northport Public Works

A PROPOSAL FOR

Scott Murphy

City of Northport

smurphy@cityofnorthport.org

PREPARED BY JOSHUA BURKHALTER



Redpoint Audiovisual
www.redpointaudio.com
(205) 553-0676

2121 8th st
Tuscaloosa, AL 35401

About Us

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

Project Description

Item Scopes and Descriptions

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

Variable Options

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

ASK US ABOUT OUR SERVICE PLANS AND EXTENDED WARRANTY!

See below in *Project Terms* for more detail.

Areas & Items

Offices

Items		Sell Price	Qty	Total
	Avarro V2-P55ES AVARRO V2-P55ES 55" Pro E Series 4K Ultra HD LED Display	\$419.99	x9	\$3,779.91
	Strong SM-T-L Strong Mount Tilt - 36-80" Displays	\$356.95	x9	\$3,212.55
	Crestron HD-TX-101-C-E DM Lite HDMI over CATx Transmitter, Surface Mount	\$364.00	x9	\$3,276.00
	Crestron HD-RX-101-C-E DM Lite HDMI over CATx Receiver, Surface Mount	\$364.00	x9	\$3,276.00
	Binary B4-HD2-7.5 Binary B4 Series 4K Ultra HD High Speed HDMI Cable with Ethernet - 7.5m (25 ft)	\$50.00	x9	\$450.00
	Binary B6-4K2-1 Binary B6 Series 4K Ultra HD Premium Certified High Speed HDMI Cable with GripTek - 1m (3.3 ft)	\$20.00	x9	\$180.00
	Labor RPA HOURLY ENGINEERING LABOR Tax Exempt	\$150.00	x2	\$300.00
	Labor RPA DAILY LABOR - 2 TECH Tax Exempt	\$1,840.00	x3	\$5,520.00
	Labor RPA HOURLY PROJECT MANAGEMENT LABOR Tax Exempt	\$150.00	x2	\$300.00

Items		Sell Price	Qty	Total
	Labor RPA HOURLY SHOP/CLERICAL LABOR Tax Exempt	\$75.00	x2	\$150.00
	MISC MISC Miscellaneous hardware, connectors, and/or wire management items needed Tax Exempt	\$150.00	x1	\$150.00
	RPA Shipping RPA SHF Shipping, Handling and Freight Tax Exempt	\$650.00	x1	\$650.00
Offices Total : \$21,244.46				

Training/Break Rm

Items	Sell Price	Qty	Total
 Avarro V2-P65ES AVARRO V2-P65ES 65" Pro E Series 4K Ultra HD LED Display	\$834.28	x3	\$2,502.84
 Strong SM-T-L Strong Mount Tilt - 36-80" Displays	\$356.95	x3	\$1,070.85
 Mersive SP-8100-E1 Solstice Pod Gen3 SGE Enterprise with 1 year Subscription	\$1,549.00	x1	\$1,549.00
 Wirepath WP-DEC-HD1-WH Decora Strap with One HDMI Pass-through Connector (White)	\$14.45	x1	\$14.45
 Wirepath DECOR-1-WH Decorative Single Gang Wall Plate (White)	\$3.78	x1	\$3.78
 QSC Q-SYS QSCAD-P6T-BK QSC TWO-WAY PENDANT SPEAKER 6.5" 70/100V TRANSFORMER WITH 16 OHM BYPASS 135 DEGREE CONICAL DMT COVERAGE INCLUDES CABLE AND FASTENER FOR SUSPENDED INSTALLATION COLOR BLACK	\$379.00	x8	\$3,032.00
 Binary B4-HD2-7.5 Binary B4 Series 4K Ultra HD High Speed HDMI Cable with Ethernet - 7.5m (25 ft)	\$99.95	x1	\$99.95
 QSC Q-SYS ISA300Ti 2 channels, 185 watts/ch at 8, 280 watts/ch at 4, 430 watts/ch at 2, 300 watts/ch at 70V	\$1,085.00	x1	\$1,085.00
 Strong SR-WM-PPV-4U Strong Vertical Wall-Mount Patch Panel Rack 4U	\$173.80	x1	\$173.80

Items		Sell Price	Qty	Total
 MISC MISC Miscellaneous hardware, connectors, and/or wire management items needed <i>B-stock DA-4 with liberty extenders</i> Tax Exempt		\$1,500.00	x1	\$1,500.00
 Labor RPA HOURLY ENGINEERING LABOR Tax Exempt		\$150.00	x2	\$300.00
 Labor RPA DAILY LABOR - 2 TECH Tax Exempt		\$1,840.00	x3	\$5,520.00
 Labor RPA HOURLY PROJECT MANAGEMENT LABOR Tax Exempt		\$150.00	x2	\$300.00
 Labor RPA HOURLY SHOP/CLERICAL LABOR Tax Exempt		\$75.00	x2	\$150.00
 MISC MISC Miscellaneous hardware, connectors, and/or wire management items needed Tax Exempt		\$250.00	x1	\$250.00
 RPA Shipping RPA SHF Shipping, Handling and Freight Tax Exempt		\$500.00	x1	\$500.00

Training/Break Rm Total : \$18,051.67

Conference Rm

Items	Sell Price	Qty	Total
 Avarro V2-P75ES AVARRO V2-P75ES 75" Pro E Series 4K Ultra HD LED Display	\$1,282.00	x1	\$1,282.00
 Strong SM-T-L Strong Mount Tilt - 36-80" Displays	\$356.95	x1	\$356.95
 Crestron UC-SB1-CAM UC Video Conference Smart Sound Bar & Camera	\$1,400.00	x1	\$1,400.00
 Mersive SP-8100-E1 Solstice Pod Gen3 SGE Enterprise with 1 year Subscription	\$1,549.00	x1	\$1,549.00
 Labor RPA HOURLY ENGINEERING LABOR Tax Exempt	\$150.00	x1	\$150.00
 Labor RPA DAILY LABOR - 2 TECH Tax Exempt	\$1,840.00	x1	\$1,840.00
 Labor RPA HOURLY PROJECT MANAGEMENT LABOR Tax Exempt	\$150.00	x1	\$150.00
 Labor RPA HOURLY SHOP/CLERICAL LABOR Tax Exempt	\$75.00	x1	\$75.00
 MISC MISC Miscellaneous hardware, connectors, and/or wire management items needed Tax Exempt	\$75.00	x1	\$75.00

Items		Sell Price	Qty	Total
	RPA Shipping RPA SHF	\$250.00	x1	\$250.00
	Shipping, Handling and Freight			
Tax Exempt				

Conference Rm Total : \$7,127.95

Financial Summary

Parts	\$31,669.08
Parts Total	\$31,669.08
Labor Total	\$14,755.00
Subtotal	\$46,424.08
Sales Tax	\$2,829.41
Parts: 10%	
Proposal Total	\$49,253.49

Payment Schedule

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

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

Please note: Sales tax may vary depending on location.

Project Terms

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

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

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

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

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

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

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

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

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

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

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



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

AGENDA ITEM NO. 9.b.13.

MEETING DATE: June 3, 2024

SUBJECT: Resolution Authorizing the City Administrator to Accept a Proposal from Kyle Office Solutions for Furniture 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: Tera Tubbs

Summary:

The Engineering department is requesting that the City Council authorize the City Administrator to accept a proposal from Kyle Office Solutions for furniture for the new Public Works building. The estimated fiscal impact to the City is \$129,035.88. Documentation is attached.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. 01-37-600-80006 Amount: \$129,035.88

Motion for Consideration:

I move that the City Council authorize the City Administrator to accept a proposal from Kyle Office Solutions for furniture for the new Public Works building.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT A
PROPOSAL FROM KYLE OFFICE SOLUTIONS FOR FURNITURE 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 Kyle Office Solutions for furniture for the new Public Works building; and,

WHEREAS, the estimated cost of the furniture is \$129,035.88.

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 Kyle Office Solutions for furniture for the new Public Works building, and the estimated fiscal impact to the City will be \$129,035.88.

RESOLVED AND DONE THIS 3rd DAY OF JUNE 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Christy Bobo, Its President

Reading: June 3, 2024

Motion:

Second:



1650 Jack Warner Pkwy, Suite 1009
Tuscaloosa, Alabama 35401
(205) 345-5573

Northport Public Works | Furniture Package | QUOTE

Account Manager: Ashley Hammonds
Kyle Office Solutions
205-345-5573 ext. 204
ashley@kyleofficesolutions.com

Prepared By: LA Muoh
Interior Designer
205-345-5573 ext 201
lmuoh@kyleofficesolutions.com

Prepared For: **Northport Public Works**
Northport Public Works
1781 Harper Road
Northport AL 35476
205-333-3003

E1023.7

DO NOT USE THIS QUOTE TO MAKE PURCHASE ORDERS.
THE FOLLOWING ITEMS REFLECT STATE OF ALABAMA CONTRACT PRICING.

Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
1	AllSeating	4	44000-AA	Mantra, Midback, Wood Base, Aluminum Lemni Arm	\$ 1,959.00	48.00	\$ 1,018.68	\$ 4,074.72
				 TAG: Lobby 100				
			LM	Wood Finish			Medium Ash	
			BKP	Frame Finish			Black	
			FA	Freight Options			Fully Assembled in Carton	
			AS	Freight Requirements			Allseating Standard	
			G6	Fabric or Leather Selection			Grade 6	
			(14)	Grade 6 Fabric Selection			ULTRAFABRICS: Brisa Distressed	
			F-BDSTE	Brisa Distressed Color Selection			Brisa Distressed Steerhide	
			~	Upholstered Insert Selection			No Selection	
2	JSI	1	PST24-21RDA	Prost Medium Cylinder Table with 3/4" Plinth- 24d x 24w x 21h	\$ 2,651.00	47.00	\$ 1,405.03	\$ 1,405.03
				 TAG: Lobby 100				
			FAW	Material Finish			Fawn	
			S	Top Material			Solid Surface over Laminate Top	
			DWH	Solid Surface Top Color			Designer White	

TERMS & CONDITIONS:

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- All items are quoted on a custom order basis and are not subject to being returned.
- Fabric and Finish selections are the sole responsibility of the customer. We will not be held responsible for items selected incorrectly.

Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
3	JSI	1	PST18-21RDA	Prost Small Cylinder Table with 3/4" Plinth- 18d x 18w x 21h	\$ 2,165.00	47.00	\$ 1,147.45	\$ 1,147.45
				 TAG: Lobby 100				
			FAW	Material Finish	Fawn			
			S	Top Material	Solid Surface over Laminate Top			
			DWH	Solid Surface Top Color	Designer White			
4	AllSeating	1	85146-T2	YouToo, Highback, Dynamic Synchro w/ Seat Slider, Task 2 Arm	\$ 1,345.00	48.00	\$ 699.40	\$ 699.40
				 TAG: Reception 101				
			~	Frame Selection	Standard Frame			
			BKN	Frame Finish	Black Nylon			
			~	Seat Height Selection	Standard Selection			
			~	Base Selection	Standard Base			
			LH	Casters Selection	Dual Surface Casters			
			KD	Freight Options	Knocked Down			
			AS	Freight Requirements	Allseating Standard			
			(M3)	Back Mesh Options	M3 Mesh			
			3EB	M3 Mesh Color Selection	Ebony			
			MED	Seat Option	Upholstered Medium Seat 20"Wx18"D (Std)			
			G2	Seat Fabric or Leather Selection	Grade 2			
			(6)	Grade 2 Fabric Selection	J. ENNIS: Turner			
			FV-TBLA	Turner Color Selection	Turner Black			
			SS	Seat Slider Selection	Seat Slider			
			~	Headrest Option	No Selection			
			AWL	Adjustable Width Bracket Option	Adjustable Width Bracket Lever			
			BHA	Back Height Adjustment Option	Back Height Adjustment			
5	Fellowes	1	RSNG2	Rising Series Dual Monitor Arm w/ DC & GM	\$ 909.00	45.00	\$ 499.95	\$ 499.95
				 TAG: Reception 101				
			STND	Finish Offerings	Standard Finishes			
			BLK	Standard Finishes	Black			

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
6	Fellowes (ESI)	2	RSNG-SLD	Rising and RisingEX Monitor Arm Slider	\$ 139.00	45.00	\$ 76.45	\$ 152.90
			TAG: Reception 101					
			STND	Finish Offerings				
			BLK	Standard Finishes				
				Standard Finishes				
				Black				
7	JSI	1	VST3072RCT	Vision 30 x 72 Rectangular Peninsula Desk	\$ 1,425.00	47.00	\$ 755.25	\$ 755.25
			TAG: Office 1 (Ben) 102					
			TFL	Worksurface Material				
			FLN	Vision Laminate Worksurface Color				
			R3	Vision Edge				
			FLN	Vision Chassis Laminate Color				
			YGD	Top Grommet End Location_TD				
			MBK	Grommet Color				
			NCGR	Chassis Grommets				
				TFL Worksurface				
				Flint				
				Eased Edge				
				Flint				
				Yes End Top Grommet Location (D)				
				Matte Black				
				No Chassis Grommets				
8	JSI	1	VSB3028FSQ	Vision Metal Rectangular Base (for Peninsula)-2d x 29 13/16w x 28 5/16h	\$ 637.00	47.00	\$ 337.61	\$ 337.61
			TAG: Office 1 (Ben) 102					
			MBK	Metal Finish				
				Matte Black				
9	JSI	1	VST6010HMPS	Vision Hanging Modesty - Square Corners-3/4d x 59 5/8w x 10h	\$ 234.00	47.00	\$ 124.02	\$ 124.02
			TAG: Office 1 (Ben) 102					
			ALB	Vision Laminate Color				
				Alabaster				
10	JSI	1	VSTB2472RSHR	Vision 24 x 72 Bench Height Supported Shell Return - Right	\$ 1,276.00	47.00	\$ 676.28	\$ 676.28
			TAG: Office 1 (Ben) 102					
			TFL	Worksurface Material				
			FLN	Vision Laminate Worksurface Color				
				TFL Worksurface				
				Flint				

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
			R3	Vision Edge	Eased Edge			
			FLN	Vision Chassis Laminate Color	Flint			
			NGA	Top Grommet Left Location_TA	No Grommet in Left Location (A)			
			YGB	Top Grommet Center Location_TB	Yes Center Grommet Location (B)			
			MBK	Grommet Color	Matte Black			
			YGC	Top Grommet Right Location_TC	Yes Right Grommet Location (C)			
			MBK	Grommet Color	Matte Black			
			YCGR	Chassis Grommets	Yes Chassis Grommets			
			MBK	Grommet Color	Matte Black			
11	JSI	1	VST1825CD	Vision 18d x 27w x 2 1/2h Center Drawer			\$ 205.11	\$ 205.11
				 TAG: Office 1 (Ben) 102				
			FLN	Vision Laminate Color	Flint			
12	JSI	1	VSTB2436MBF	Vision 22 7/8d x 35 7/8w x 18 3/4h Modular Bench Height - Box/File			\$ 565.51	\$ 565.51
				 TAG: Office 1 (Ben) 102				
			FLN	Vision Chassis Laminate Color	Flint			
			ALB	Vision Top Drawer Laminate Color	Alabaster			
			ALB	Vision Bottom Drawer Laminate Color	Alabaster			
			P011	Pulls-Hardware Finish_PH1	Prospect Pull			
			MBK	Propect Hardware Finish	Matte Black			
			YLK	Locking	Yes Locking			
			MBK	Lock Finish	Matte Black			
13	JSI	1	VSTB2436MOS	Vision 22 7/8d x 35 7/8w x 18 3/4h Modular Bench Height - Open Shelf			\$ 346.62	\$ 346.62
				 TAG: Office 1 (Ben) 102				
			FLN	Vision Chassis Laminate Color	Flint			

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
14	JSI	1	VSTB2472MT	Vision 24d x 72w Modular Bench Height Top	\$ 330.00	47.00	\$ 174.90	\$ 174.90
			 TAG: Office 1 (Ben) 102					
			FLN	Vision Laminate Color	Flint			
15	JSI	1	VST1630WSO	Vision 16d x 30w x 18h Wall Mount Overhead Cabinet w/Two Doors	\$ 936.00	47.00	\$ 496.08	\$ 496.08
			 TAG: Office 1 (Ben) 102					
			FLN	Vision Chassis Laminate Color	Flint			
			LAM	Vision Laminate Overhead Doors	Laminate Door			
			ALB	Vision Door Laminate Color	Alabaster			
			YLK	Locking	Yes Locking			
			MBK	Lock Finish	Matte Black			
16	JSI	1	VST1672WSO	Vision 16d x 72w x 18h Wall Mount Overhead Cabinet w/Four Doors	\$ 1,632.00	47.00	\$ 864.96	\$ 864.96
			 TAG: Office 1 (Ben) 102					
			FLN	Vision Chassis Laminate Color	Flint			
			LAM	Vision Laminate Overhead Doors	Laminate Door			
			ALB	Vision Door Laminate Color	Alabaster			
			YLK	Locking	Yes Locking			
			MBK	Lock Finish	Matte Black			
17	JSI	1	VS3035WPTK	Vision 34 11/16" H Wall Panel - Tackboard-1d x 30w x 34 11/16h	\$ 668.00	47.00	\$ 354.04	\$ 354.04
			 TAG: Office 1 (Ben) 102					
			E	Fabric Selection	Grade E			
			DesignTex	Grade E Fabric Manufacturer Selection	DesignTex Fabric			
			Sapporo Crypton	DesignTex Grade E Fabrics	Sapporo Crypton			
			Stone	Colorway	Stone 3103-104			

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
18	JSI	2	VSB3635WPMB	Vision 34 11/16" H Wall Panel - Markerboard Laminate-1d x 36w x 34 11/16h	\$ 678.00	47.00	\$ 359.34	\$ 718.68
			TAG: Office 1 (Ben) 102					
19	JSI	1	TL27LEDF	27w LED Tasklight	\$ 224.00	47.00	\$ 118.72	\$ 118.72
			TAG: Office 1 (Ben) 102					
20	JSI	1	TL60LEDF	60w LED Tasklight	\$ 337.00	47.00	\$ 178.61	\$ 178.61
			TAG: Office 1 (Ben) 102					
21	JSI	1	VST3684BC	Vision 15-1/2d x 36w x 84h 6-Shelf Bookcase	\$ 1,507.00	47.00	\$ 798.71	\$ 798.71
			TAG: Office 1 (Ben) 102					
			FLN	Vision Laminate Color	Flint			
22	Lesro	2	LS1102	Lenox Steel Armless Guest Chair, 22.5"W x 24.5"D x 32"H	\$ 823.00	40.00	\$ 493.80	\$ 987.60
			TAG: Office 1 (Ben) 102					
			B	Steel Finishes	Black Steel Finish			
			6	Fabric Grades	Grade 6 Fabrics			
			Insight	Grade 6 Fabrics	ArcCom Insight			
			Pewter	ArcCom Insight Colorway	Pewter			
			9	Fabric Grades	Grade 9 Fabrics			
			Brisa Distressed	Grade 9 Fabrics	Ultrafabrics Brisa Distressed			
			Saddle	Ultrafabrics Brisa Distressed Colorway	Saddle			
			8	Fabric Grade Average	Grade 8			

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
23	Fellowes (ESN)	1	RSNG2	Rising Series Dual Monitor Arm w/ DC & GM	\$ 909.00	45.00	\$ 499.95	\$ 499.95
			TAG: Office 1 (Ben) 102					
			STND	Finish Offerings			Standard Finishes	
			BLK	Standard Finishes			Black	
24	Fellowes (ESI)	2	RSNG-SLD	Rising and RisingEX Monitor Arm Slider	\$ 139.00	45.00	\$ 76.45	\$ 152.90
			TAG: Office 1 (Ben) 102					
			STND	Finish Offerings			Standard Finishes	
			BLK	Standard Finishes			Black	
25	Fellowes (ESN)	1	FCH3C	Desktop Power Module Including (1) AC Power, (1) USB-A Outlet, and (1) USB-C Outlet	\$ 210.00	45.00	\$ 115.50	\$ 115.50
			TAG: Office 1 (Ben) 102					
			BLK	Finish			Black	
26	JSI	1	VST3072LD	Vision 30 x 72 Single Ped Desk, Left w/Break Front Modesty	\$ 2,026.00	47.00	\$ 1,073.78	\$ 1,073.78
			TAG: Office 2 (CC) 103					
			TFL	Worksurface Material			TFL Worksurface	
			FLN	Vision Laminate Worksurface Color			Flint	
			R3	Vision Edge			Eased Edge	
			FLN	Vision Chassis Laminate Color			Flint	
			ALB	Vision Drawer Laminate Color			Alabaster	
			P011	Pulls-Hardware Finish_PH1			Prospect Pull	
			MBK	Propect Hardware Finish			Matte Black	
			FMP	Modesty Panel			Full Modesty Panel (Standard)	
			BBF	Pedestal Configuration			Box/Box/File (Standard)	
			NGA	Top Grommet Left Location_TA			No Grommet in Left Location (A)	
			NGB	Top Grommet Center Location_TB			No Grommet in Center Location (B)	
			YGC	Top Grommet Right Location_TC			Yes Right Grommet Location (C)	
			MBK	Grommet Color			Matte Black	

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
			NCGR	Chassis Grommets	No Chassis Grommets			
			YLK	Locking	Yes Locking			
			MBK	Lock Finish	Matte Black			
27	JSI	1	VST1825CD	Vision 18d x 27w x 2 1/2h Center Drawer		47.00	\$ 205.11	\$ 205.11
				TAG: Office 2 (CC) 103				
			FLN	Vision Laminate Color	Flint			
28	JSI	1	VST2442EB	Vision 24 x 42 Bridge w/Modesty Panel		47.00	\$ 339.73	\$ 339.73
				TAG: Office 2 (CC) 103				
			TFL	Worksurface Material	TFL Worksurface			
			FLN	Vision Laminate Worksurface Color	Flint			
			R3	Vision Edge	Eased Edge			
			FLN	Vision Chassis Laminate Color	Flint			
			NGA	Top Grommet Left Location_TA	No Grommet in Left Location (A)			
			YGB	Top Grommet Center Location_TB	Yes Center Grommet Location (B)			
			MBK	Grommet Color	Matte Black			
			NGC	Top Grommet Right Location_TC	No Grommet in Right Location (C)			
			NCGR	Chassis Grommets	No Chassis Grommets			
29	JSI	1	VST2472MCT	Vision 24 x 72 Modular Credenza Top		47.00	\$ 295.21	\$ 295.21
				TAG: Office 2 (CC) 103				
			TFL	Worksurface Material	TFL Worksurface			
			FLN	Vision Laminate Worksurface Color	Flint			
			R3	Vision Edge	Eased Edge			
			YGA	Top Grommet Left Location_TA	Yes Left Grommet Location (A)			
			MBK	Grommet Color	Matte Black			
			NGB	Top Grommet Center Location_TB	No Grommet in Center Location (B)			
			YGC	Top Grommet Right Location_TC	Yes Right Grommet Location (C)			
			MBK	Grommet Color	Matte Black			

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
30	JSI	1	VST1824WEAR	Vision Modular Wing End Support-23.625d x 18w x 28 5/16h	\$ 382.00	47.00	\$ 202.46	\$ 202.46
			 TAG: Office 2 (CC) 103					
			FLN	Chassis Laminate Color	Flint			
			NCGR	Chassis Grommets	No Chassis Grommets			
31	JSI	1	VST1824WEAL	Vision Modular Wing End Support-23.625d x 18w x 28 5/16h	\$ 382.00	47.00	\$ 202.46	\$ 202.46
			 TAG: Office 2 (CC) 103					
			FLN	Chassis Laminate Color	Flint			
			NCGR	Chassis Grommets	No Chassis Grommets			
32	JSI	1	GP0261SB	61"L Metal Support Rail for Modular Work Surface	\$ 100.00	47.00	\$ 53.00	\$ 53.00
			TAG: Office 2 (CC) 103					
33	JSI	2	GPFBKRT	Flat Brackets	\$ 17.00	47.00	\$ 9.01	\$ 18.02
			TAG: Office 2 (CC) 103					
34	JSI	1	VST1666WSO	Vision 16d x 66w x 18h Wall Mount Overhead Cabinet w/Four Doors	\$ 1,516.00	47.00	\$ 803.48	\$ 803.48
			 TAG: Office 2 (CC) 103					
			FLN	Vision Chassis Laminate Color	Flint			
			LAM	Vision Laminate Overhead Doors	Laminate Door			
			ALB	Vision Door Laminate Color	Alabaster			
			YLK	Locking	Yes Locking			
			MBK	Lock Finish	Matte Black			

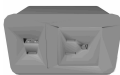
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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
35	JSI	2	VSB3335WPTK	Vision 34 11/16" H Wall Panel - Tackboard-1d x 33w x 34 11/16h	\$ 693.00	47.00	\$ 367.29	\$ 734.58
			 TAG: Office 2 (CC) 103					
			E	Fabric Selection			Grade E	
			DesignTex	Grade E Fabric Manufacturer Selection			DesignTex Fabric	
			Sapporo Crypton	DesignTex Grade E Fabrics			Sapporo Crypton	
				Colorway			Stone 3103-104	
36	JSI	1	TL60LEDf	60w LED Tasklight	\$ 337.00	47.00	\$ 178.61	\$ 178.61
			 TAG: Office 2 (CC) 103					
37	JSI	1	VST2430-57LF	Vision 24d x 30w x 56 11/16h 4-Drawer Lateral File	\$ 2,493.00	47.00	\$ 1,321.29	\$ 1,321.29
			 TAG: Office 2 (CC) 103					
			TFL	Worksurface Material			TFL Worksurface	
			FLN	Vision Laminate Worksurface Color			Flint	
			R3	Vision Edge			Eased Edge	
			FLN	Vision Chassis Laminate Color			Flint	
			ALB	Vision Drawer Laminate Color			Alabaster	
			P011	Pulls-Hardware Finish_PH1			Prospect Pull	
			MBK	Propect Hardware Finish			Matte Black	
			YLK	Locking			Yes Locking	
			MBK	Lock Finish			Matte Black	
38	Lesro	2	LS1102	Lenox Steel Armless Guest Chair, 22.5"W x 24.5"D x 32"H	\$ 823.00	40.00	\$ 493.80	\$ 987.60
			 TAG: Office 2 (CC) 103					
			B	Steel Finishes			Black Steel Finish	
			6	Fabric Grades			Grade 6 Fabrics	
			Insight	Grade 6 Fabrics			ArcCom Insight	
			Pewter	ArcCom Insight Colorway			Pewter	
			9	Fabric Grades			Grade 9 Fabrics	

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
			Brisa Distressed	Grade 9 Fabrics	Ultrafabrics Brisa Distressed			
			Saddle	Ultrafabrics Brisa Distressed Colorway	Saddle			
			8	Fabric Grade Average	Grade 8			
39	Fellowes (ES)	1	LOFT-KIT3-48	Rising Loft Preconfigured Kit 3-Dual Monitor Arm, Includes 48"W Rail, Utility Cup, Shelf, (2) Single Rising Monitor Arm + (2) Adapters	\$ 1,523.00	45.00	\$ 837.65	\$ 837.65
				TAG: Office 2 (CC) 103				
			BLK	Finish	Black			
40	Fellowes (ESI)	2	RSNG-SLD	Rising and RisingEX Monitor Arm Slider	\$ 139.00	45.00	\$ 76.45	\$ 152.90
				TAG: Office 2 (CC) 103				
			STND	Finish Offerings	Standard Finishes			
			BLK	Standard Finishes	Black			
41	Fellowes (ES)	1	LOFT-PWR	Rising Loft Power Add-On Module, Includes (1) A/C Outlet, (1) USB-A, & (1) USB-C, Only 48" & 60" Rails Accept Additional Power Module	\$ 181.00	45.00	\$ 99.55	\$ 99.55
				TAG: Office 2 (CC) 103				
			BLK	Finish	Black			
42	JSI	1	VST2072BSC	Vision 20d x 72w Buffet Credenza	\$ 2,803.00	47.00	\$ 1,485.59	\$ 1,485.59
				TAG: Conference 104				
			TFL	Worksurface Material	TFL Worksurface			
			FLN	Vision Laminate Worksurface Color	Flint			
			R3	Vision Edge	Eased Edge			
			FLN	Vision Chassis Laminate Color	Flint			
			FLN	Vision Drawer/Door Laminate Color	Flint			
			P011	Pulls-Hardware Finish_PH1	Prospect Pull			
			MBK	Propect Hardware Finish	Matte Black			
			NGA	Top Grommet Left Location_TA	No Grommet in Left Location (A)			
			NGC	Top Grommet Right Location_TC	No Grommet in Right Location (C)			
			NCGR	Chassis Grommets	No Chassis Grommets			

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
43	AllSeating	10	92140-CA	Zip, Fully Upholstered, Conference, Highback, Synchro Tilt, Conference Arms	\$ 1,347.00	48.00	\$ 700.44	\$ 7,004.40
			TAG: Conference 104					
			LH	Casters Selection			Dual Surface Casters	
			~	Seat Slider Selection			No Selection	
			~	Low Seat Height Option			No Selection	
			~	Ergonomic Small Seat Option			No Selection	
			AB	Aluminum Base Option			Aluminum Base with 65mm (2.5") Casters	
			~	CAL 133 Package Option			No Selection	
			P1	Arm Pad Color Selection			Black Polyurethane Cap	
			G6	Fabric or Leather Selection			Grade 6	
			(14)	Grade 6 Fabric Selection			ULTRAFABRICS: Brisa Distressed	
			F-BDSTE	Brisa Distressed Color Selection			Brisa Distressed Steerhide	
			LH	Dual Surface Casters			Dual Surface Casters	
			KD	Freight Options			Knocked Down	
			AS	Freight Requirements			Allseating Standard	
44	Claridge	1	C-MGMI-48	Glassboard, magnetic with invis-mount. 48"x96". Custom Logo, enlarged on left side of board and transparent.	\$ 3,375.00	45.00	\$ 1,856.25	\$ 1,856.25
			TAG: Conference 104					
			Custom Quote			QUI-420029-0		
45	Claridge	1	Logo Upcharge	Upcharge for customlogo on 2 boards (Conference and Brooke's Office)	\$ 768.00	0.00	\$ 768.00	\$ 768.00
			TAG: Conference 104					
46	JSI	1	VST3672RD	Vision 36 x 72 Single Ped Desk, Right w/Break Front Modesty	\$ 2,053.00	47.00	\$ 1,088.09	\$ 1,088.09
			TAG: Director (Brooke) 105					
			TFL	Worksurface Material			TFL Worksurface	
			FLN	Vision Laminate Worksurface Color			Flint	
			R3	Vision Edge			Eased Edge	
			FLN	Vision Chassis Laminate Color			Flint	

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
			ALB	Vision Drawer Laminate Color	Alabaster			
			P011	Pulls-Hardware Finish_PH1	Prospect Pull			
			MBK	Propect Hardware Finish	Matte Black			
			FMP	Modesty Panel	Full Modesty Panel (Standard)			
			BBF	Pedestal Configuration	Box/Box/File (Standard)			
			YGA	Top Grommet Left Location_TA	Yes Left Grommet Location (A)			
			MBK	Grommet Color	Matte Black			
			NGB	Top Grommet Center Location_TB	No Grommet in Center Location (B)			
			NGC	Top Grommet Right Location_TC	No Grommet in Right Location (C)			
			NCGR	Chassis Grommets	No Chassis Grommets			
			YLK	Locking	Yes Locking			
			MBK	Lock Finish	Matte Black			
47	JSI	1	VST2472MCT	Vision 24 x 72 Modular Credenza Top	\$ 557.00	47.00	\$ 295.21	\$ 295.21
			TAG: Director (Brooke) 105					
			TFL	Worksurface Material	TFL Worksurface			
			FLN	Vision Laminate Worksurface Color	Flint			
			R3	Vision Edge	Eased Edge			
			NGA	Top Grommet Left Location_TA	No Grommet in Left Location (A)			
			YGB	Top Grommet Center Location_TB	Yes Center Grommet Location (B)			
			MBK	Grommet Color	Matte Black			
			YGC	Top Grommet Right Location_TC	Yes Right Grommet Location (C)			
			MBK	Grommet Color	Matte Black			
48	JSI	1	GP0249SB	49"L Metal Support Rail for Modular Work Surface	\$ 85.00	47.00	\$ 45.05	\$ 45.05
			TAG: Director (Brooke) 105					
49	JSI	3	GPFBRKT	Flat Brackets	\$ 17.00	47.00	\$ 9.01	\$ 27.03
			TAG: Director (Brooke) 105					

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
50	JSI	1	VST1624MFF	Vision 22 7/8d x 15 5/8w x 28h Modular File/File Pedestal	\$ 816.00	47.00	\$ 432.48	\$ 432.48
								
			TAG: Director (Brooke) 105					
			FLN	Vision Chassis Laminate Color	Flint			
			ALB	Vision Drawer Laminate Color	Alabaster			
			P011	Pulls-Hardware Finish_PH1	Prospect Pull			
			MBK	Propect Hardware Finish	Matte Black			
			NCGR	Chassis Grommets	No Chassis Grommets			
			YLK	Locking	Yes Locking			
			MBK	Lock Finish	Matte Black			
51	JSI	1	VST1628MPBK	Vision Laminate Modular Full Height Back Panel for Mod Pedestal - 3/4d x 15 5/8w x 28h	\$ 145.00	47.00	\$ 76.85	\$ 76.85
								
			TAG: Director (Brooke) 105					
			FLN	Vision Laminate Color	Flint			
52	JSI	1	VST2030-84W	Vision 20d x 30w x 84h Wardrobe	\$ 2,708.00	47.00	\$ 1,435.24	\$ 1,435.24
								
			TAG: Director (Brooke) 105					
			FLN	Vision Chassis Laminate Color	Flint			
			FLN	Vision Door Laminate Color	Flint			
			P011	Pulls-Hardware Finish_PH1	Prospect Pull			
			MBK	Propect Hardware Finish	Matte Black			
			YLK	Locking	Yes Locking			
			MBK	Lock Finish	Matte Black			
53	AllSeating	2	44000-AA	Mantra, Midback, Wood Base, Aluminum Lemni Arm	\$ 1,959.00	48.00	\$ 1,018.68	\$ 2,037.36
								
			TAG: Director (Brooke) 105					
			LA	Wood Finish	Bleached Ash			
			BKP	Frame Finish	Black			
			FA	Freight Options	Fully Assembled in Carton			
			AS	Freight Requirements	Allseating Standard			

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
			G6	Fabric or Leather Selection	Grade 6			
			(14)	Grade 6 Fabric Selection	ULTRAFABRICS: Brisa Distressed			
			F-BDSA	Brisa Distressed Color Selection	Brisa Distressed Saddle			
			~	Upholstered Insert Selection	No Selection			
54	AllSeating	2	44057-AA	Mantra, Midback, Basic Tilt, Aluminum Lemni Arm	\$ 1,496.00	48.00	\$ 777.92	\$ 1,555.84
			TAG: Director (Brooke) 105					
			BKP	Frame Finish	Black			
			~	Base Option	Black Nylon Base			
			~	Cylinder Option	No Selection			
			LH	Casters Option	Dual Surface Casters			
			FA	Freight Options	Fully Assembled in Carton			
			AS	Freight Requirements	Allseating Standard			
			G6	Fabric or Leather Selection	Grade 6			
			(14)	Grade 6 Fabric Selection	ULTRAFABRICS: Brisa Distressed			
			F-BDSA	Brisa Distressed Color Selection	Brisa Distressed Saddle			
			~	Upholstered Insert Selection	No Selection			
55	Fellowes 	1	RSNGEX3-FMS	RisingEX Series Triple Monitor Arm w/DC & GM, Fixed + Motion Arms + Sliders	\$ 1,189.00	45.00	\$ 653.95	\$ 653.95
			TAG: Director (Brooke) 105					
			STND	Finish Offerings	Standard Finishes			
			BLK	Standard Finishes	Black			
56	Fellowes 	1	FCH3C	Desktop Power Module Including (1) AC Power, (1) USB-A Outlet, and (1) USB-C Outlet	\$ 210.00	45.00	\$ 115.50	\$ 115.50
			TAG: Director (Brooke) 105					
			BLK	Finish	Black			
57	Claridge	1	C-MGMI-44	Glassboard, magnetic with invis-mount hanger bar. 48"x48". Custom Logo, centered on board and transparent.	\$ 1,775.00	45.00	\$ 976.25	\$ 976.25
			TAG: Director (Brooke) 105					

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
Custom Quote					QUI-420029-0			
58	Spec	2	3684REFCT42	42"H x 36"D x 84"L Factory Table	\$ 5,294.00	41.00	\$ 3,123.46	\$ 6,246.92
TAG: Staff Breakroom 108								
			LAMTOPSTD	Factory - Top Finish Option	15 Standard Laminates			
			NEWAGEOAKLAM	Factory Table Top Laminate Standard	Wilsonart New Age Oak Laminate (7938-38)			
			SE	Factory Table Edge Selection	Laminate Self Edge			
			BLACK	Metal Frame Finish - Spectone Colors	Black Ral 9005			
			C	Factory Table Casters Option	Casters			
			~	Factory Footrest	No Footrest Option			
			~	Factory Shelf	No Factory Shelf			
			~	Collaborative Tables Bag Hook	No Collaborative Tables Bag Hook			
59	SitOnIt	6	1101.FT2.S2.US.ARO	Mika, 30" Wire Rod Bar Stool Upholstered Seat	\$ 779.00	46.00	\$ 420.66	\$ 2,523.96
								
TAG: Staff Breakroom 108								
			FC15	Frame Colors	Chrome Frame			
			CGR	Glide Option Selection	Clear Glides			
			~	MIKA CAL 133 Fabric	No Selection			
			SC1	Plastic Shell Color Selection	Black			
			FG6	Fabric Grade Selection	Fabric Grade 6			
			~	Fabric Grade 6 Selection	No Fabric			
			TOR		BRISA DISTRESSED, SADDLE			
			AC	Package Selection	Fully Assembled			
60	JSI	1	VST3072RCT	Vision 30 x 72 Rectangular Peninsula Desk	\$ 1,425.00	47.00	\$ 755.25	\$ 755.25
								
TAG: Super 6 (Matthew) 115								
			TFL	Worksurface Material	TFL Worksurface			
			FLN	Vision Laminate Worksurface Color	Flint			
			R3	Vision Edge	Eased Edge			
			FLN	Vision Chassis Laminate Color	Flint			
			YGD	Top Grommet End Location_TD	Yes End Top Grommet Location (D)			

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			MBK	Grommet Color	Matte Black			
			NCGR	Chassis Grommets	No Chassis Grommets			
61	JSI	1	ZVST0630AHTP	Vision Shroud For Standard Range T-Base Tables-5.3125d x 29 13/16w x 22 3/4h	\$ 1,535.00	47.00	\$ 813.55	\$ 813.55
			TAG: Super 6 (Matthew) 115					
			JG24-2670 JW	JSI Custom Quote	JG24-2670 JW			
			MOD 1	Modifications	***MODIFIED HEIGHT: 28-5/16"			
			MOD 2	Modifications	***MODIFIED TO BE TELESOPING FIXED HEIGHT SHROUD WITH INNER AND OUTER SHROUD			
			FLN	OUTER SHROUD Vision Laminate Color	Flint			
			BLK	INNER SHROUD Vision Laminate Color	Black			
62	JSI	1	VST6010HMPs	Vision Hanging Modesty - Square Corners-3/4d x 59 5/8w x 10h	\$ 234.00	47.00	\$ 124.02	\$ 124.02
			TAG: Super 6 (Matthew) 115					
			ALB	Vision Laminate Color	Alabaster			
63	JSI	1	VST2454MLR	Vision 24 x 54 Multi-File Return, Right	\$ 2,247.00	47.00	\$ 1,190.91	\$ 1,190.91
			TAG: Super 6 (Matthew) 115					
			TFL	Worksurface Material	TFL Worksurface			
			FLN	Vision Laminate Worksurface Color	Flint			
			R3	Vision Edge	Eased Edge			
			FLN	Vision Chassis Laminate Color	Flint			
			ALB	Vision Drawer Laminate Color	Alabaster			
			P011	Pulls-Hardware Finish_PH1	Prospect Pull			
			MBK	Propect Hardware Finish	Matte Black			
			10MP	Modesty Panel	10" Modesty Panel			
			FLN	Vision Laminate Color	Flint			
			NGA	Top Grommet Left Location_TA	No Grommet in Left Location (A)			
			YGB	Top Grommet Center Location_TB	Yes Center Grommet Location (B)			
			MBK	Grommet Color	Matte Black			
			NGC	Top Grommet Right Location_TC	No Grommet in Right Location (C)			

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
			NCGR	Chassis Grommets	No Chassis Grommets			
			YLK	Locking	Yes Locking			
			MBK	Lock Finish	Matte Black			
64	JSI	1	VST1684WSO	Vision 16d x 84w x 18h Wall Mount Overhead Cabinet w/Four Doors	\$ 1,780.00	47.00	\$ 943.40	\$ 943.40
			 TAG: Super 6 (Matthew) 115					
			FLN	Vision Chassis Laminate Color	Flint			
			LAM	Vision Laminate Overhead Doors	Laminate Door			
			ALB	Vision Door Laminate Color	Alabaster			
			YLK	Locking	Yes Locking			
			MBK	Lock Finish	Matte Black			
65	JSI	1	VS5435WPMB	Vision 34 11/16" H Wall Panel - Markerboard Laminate-1d x 54w x 34 11/16h	\$ 962.00	47.00	\$ 509.86	\$ 509.86
			 TAG: Super 6 (Matthew) 115					
66	JSI	1	VS3035WPTK	Vision 34 11/16" H Wall Panel - Tackboard-1d x 30w x 34 11/16h	\$ 668.00	47.00	\$ 354.04	\$ 354.04
			 TAG: Super 6 (Matthew) 115					
			E	Fabric Selection	Grade E			
			Designtex	Grade E Fabric Manufacturer Selection	Designtex Fabric			
			Sapporo Crypton	Designtex Grade E Fabrics	Sapporo Crypton			
				Colorway	Stone 3103-104			
67	JSI	1	TL60LED	60w LED Tasklight	\$ 337.00	47.00	\$ 178.61	\$ 178.61
			 TAG: Super 6 (Matthew) 115					
68	Lesro	2	LS1102	Lenox Steel Armless Guest Chair, 22.5"W x 24.5"D x 32"H	\$ 823.00	40.00	\$ 493.80	\$ 987.60
			 TAG: Super 6 (Matthew) 115					
			B	Steel Finishes	Black Steel Finish			

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
			6	Fabric Grades	Grade 6 Fabrics			
			Insight	Grade 6 Fabrics	ArcCom Insight			
			Pewter	ArcCom Insight Colorway	Pewter			
			9	Fabric Grades	Grade 9 Fabrics			
			Brisa Distressed	Grade 9 Fabrics	Ultrafabrics Brisa Distressed			
			Saddle	Ultrafabrics Brisa Distressed Colorway	Saddle			
			8	Fabric Grade Average	Grade 8			
69	Fellowes (ES)	1	RSNG2	Rising Series Dual Monitor Arm w/ DC & GM	\$ 909.00	45.00	\$ 499.95	\$ 499.95
				TAG: Super 6 (Matthew) 115				
			STND	Finish Offerings	Standard Finishes			
			BLK	Standard Finishes	Black			
70	Fellowes (ESI)	2	RSNG-SLD	Rising and RisingEX Monitor Arm Slider	\$ 139.00	45.00	\$ 76.45	\$ 152.90
				TAG: Super 6 (Matthew) 115				
			STND	Finish Offerings	Standard Finishes			
			BLK	Standard Finishes	Black			
71	Fellowes (ES)	1	FCH3C	Desktop Power Module Including (1) AC Power, (1) USB-A Outlet, and (1) USB-C Outlet	\$ 210.00	45.00	\$ 115.50	\$ 115.50
				TAG: Super 6 (Matthew) 115				
			BLK	Finish	Black			
72	JSI	5	VST3072RCT	Vision 30 x 72 Rectangular Peninsula Desk	\$ 1,425.00	47.00	\$ 755.25	\$ 3,776.25
				TAG: Supers 1-5				
			TFL	Worksurface Material	TFL Worksurface			
			FLN	Vision Laminate Worksurface Color	Flint			
			R3	Vision Edge	Eased Edge			
			FLN	Vision Chassis Laminate Color	Flint			
			YGD	Top Grommet End Location_TD	Yes End Top Grommet Location (D)			

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
			MBK	Grommet Color	Matte Black			
			NCGR	Chassis Grommets	No Chassis Grommets			
73	JSI	5	VSB3028FSQ	Vision Metal Rectangular Base (for Peninsula)-2d x 29 13/16w x 28 5/16h	\$ 637.00	47.00	\$ 337.61	\$ 1,688.05
				TAG: Supers 1-5				
			MBK	Metal Finish	Matte Black			
74	JSI	5	VST6010HMPS	Vision Hanging Modesty - Square Corners-3/4d x 59 5/8w x 10h	\$ 234.00	47.00	\$ 124.02	\$ 620.10
				TAG: Supers 1-5				
			ALB	Vision Laminate Color	Alabaster			
75	JSI	5	VST2454MLR	Vision 24 x 54 Multi-File Return, Right	\$ 2,247.00	47.00	\$ 1,190.91	\$ 5,954.55
				TAG: Supers 1-5				
			TFL	Worksurface Material	TFL Worksurface			
			FLN	Vision Laminate Worksurface Color	Flint			
			R3	Vision Edge	Eased Edge			
			FLN	Vision Chassis Laminate Color	Flint			
			ALB	Vision Drawer Laminate Color	Alabaster			
			P011	Pulls-Hardware Finish_PH1	Prospect Pull			
			MBK	Propect Hardware Finish	Matte Black			
			10MP	Modesty Panel	10" Modesty Panel			
			FLN	Vision Laminate Color	Flint			
			NGA	Top Grommet Left Location_TA	No Grommet in Left Location (A)			
			YGB	Top Grommet Center Location_TB	Yes Center Grommet Location (B)			
			MBK	Grommet Color	Matte Black			
			NGC	Top Grommet Right Location_TC	No Grommet in Right Location (C)			
			NCGR	Chassis Grommets	No Chassis Grommets			
			YLK	Locking	Yes Locking			
			MBK	Lock Finish	Matte Black			

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
76	JSI	5	VST1684WSO	Vision 16d x 84w x 18h Wall Mount Overhead Cabinet w/Four Doors	\$ 1,780.00	47.00	\$ 943.40	\$ 4,717.00
			 TAG: Supers 1-5					
			FLN	Vision Chassis Laminate Color	Flint			
			LAM	Vision Laminate Overhead Doors	Laminate Door			
			ALB	Vision Door Laminate Color	Alabaster			
			YLK	Locking	Yes Locking			
			MBK	Lock Finish	Matte Black			
77	JSI	5	VSB5435WPMB	Vision 34 11/16" H Wall Panel - Markerboard Laminate-1d x 54w x 34 11/16h	\$ 962.00	47.00	\$ 509.86	\$ 2,549.30
			 TAG: Supers 1-5					
78	JSI	5	VSB3035WPTK	Vision 34 11/16" H Wall Panel - Tackboard-1d x 30w x 34 11/16h	\$ 668.00	47.00	\$ 354.04	\$ 1,770.20
			 TAG: Supers 1-5					
			E	Fabric Selection	Grade E			
			DesignTex	Grade E Fabric Manufacturer Selection	DesignTex Fabric			
			Sapporo Crypton	DesignTex Grade E Fabrics	Sapporo Crypton			
				Colorway	Stone 3103-104			
79	JSI	5	TL60LEDF	60w LED Tasklight	\$ 337.00	47.00	\$ 178.61	\$ 893.05
			 TAG: Supers 1-5					
80	Lesro	10	LS1102	Lenox Steel Armless Guest Chair, 22.5"W x 24.5"D x 32"H	\$ 823.00	40.00	\$ 493.80	\$ 4,938.00
			 TAG: Supers 1-5					
			B	Steel Finishes	Black Steel Finish			
			6	Fabric Grades	Grade 6 Fabrics			
			Insight	Grade 6 Fabrics	ArcCom Insight			
			Pewter	ArcCom Insight Colorway	Pewter			

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended	
			9	Fabric Grades	Grade 9 Fabrics				
			Brisa Distressed	Grade 9 Fabrics	Ultrafabrics Brisa Distressed				
			Saddle	Ultrafabrics Brisa Distressed Colorway	Saddle				
			8	Fabric Grade Average	Grade 8				
81	Fellowes 	5	RSNG2	Rising Series Dual Monitor Arm w/ DC & GM		\$ 909.00	45.00	\$ 499.95	\$ 2,499.75
				TAG: Supers 1-5					
			STND	Finish Offerings	Standard Finishes				
			BLK	Standard Finishes	Black				
82	Fellowes (ESI)	10	RSNG-SLD	Rising and RisingEX Monitor Arm Slider		\$ 139.00	45.00	\$ 76.45	\$ 764.50
				TAG: Supers 1-5					
			STND	Finish Offerings	Standard Finishes				
			BLK	Standard Finishes	Black				
83	Fellowes 	5	FCH3C	Desktop Power Module Including (1) AC Power, (1) USB-A Outlet, and (1) USB-C Outlet		\$ 210.00	45.00	\$ 115.50	\$ 577.50
				TAG: Supers 1-5					
			BLK	Finish	Black				
84	Lesro	16	Guest Chairs	Lesro Factory Assembly Fee		\$ 40.53	0.00	\$ 40.53	\$ 648.48
				TAG: All Offices - Guest Chairs					
85	Spec	2	3696REFCT30	30"H x 36"D x 96"L Factory Table		\$ 4,955.00	41.00	\$ 2,923.45	\$ 5,846.90
				TAG: Crew Breakroom 127					
			LAMTOPSTD	Factory - Top Finish Option	15 Standard Laminates				
			NEWAGEOAKLAM	Factory Table Top Laminate Standard	Wilsonart New Age Oak Laminate (7938-38)				
			SE	Factory Table Edge Selection	Laminate Self Edge				
			BLACK	Metal Frame Finish - Spectone Colors	Black Ral 9005				

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
			~	Factory Table Casters Option	No Selection of Option			
			~	Factory Shelf	No Factory Shelf			
			~	Collaborative Tables Bag Hook	No Collaborative Tables Bag Hook			
86	Spec	1	3696REFCT42	42"H x 36"D x 96"L Factory Table	\$ 5,131.00	41.00	\$ 3,027.29	\$ 3,027.29
TAG: Crew Breakroom 127								
			LAMTOPSTD	Factory - Top Finish Option	15 Standard Laminates			
			NEWAGEOAKLAM	Factory Table Top Laminate Standard	Wilsonart New Age Oak Laminate (7938-38)			
			SE	Factory Table Edge Selection	Laminate Self Edge			
			BLACK	Metal Frame Finish - Spectone Colors	Black Ral 9005			
			~	Factory Table Casters Option	No Selection of Option			
			~	Factory Footrest	No Footrest Option			
			~	Factory Shelf	No Factory Shelf			
			~	Collaborative Tables Bag Hook	No Collaborative Tables Bag Hook			
87	SitOnIt	19	1011FT1.PS	Lumin, Four-Leg Chair, Plastic Seat & Back, Armless	\$ 342.00	46.00	\$ 184.68	\$ 3,508.92
								
TAG: Crew Breakroom 127								
			FC2	Frame Information	Silver Frame			
			GL2	Caster/Glide Option Selection	Performance Multi-Surface Glide			
			~	Tablet Option Selection	No Tablet Upgrade			
			SC1	Plastic Shell Color Selection	Black			
			~	CA Technical Bulletin 133 Fire Std Option for Plastic Seled	No Selection			
			~	Packaging Options	Std Packaging			
88	SitOnIt	6	1011FT1.PSS2	Lumin, 30" Bar Stool, Plastic Seat & Back, Armless	\$ 492.00	46.00	\$ 265.68	\$ 1,594.08
								
TAG: Crew Breakroom 127								
			FC2	Frame Information	Silver Frame			
			SC1	Plastic Shell Color Selection	Black			
			~	CA Technical Bulletin 133 Fire Std Option for Plastic Seled	No Selection			
			GL2	Glide Option Selection	Performance Multi-Surface Glide			
			AC	Packaging Options	Fully Assembled in a Carton			

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price	
							Unit	Extended
89	SitOnIt	6	PAS.FS17.SS2	PASEA 1.5 SEAT	\$ 2,428.00	46.00	\$ 1,311.12	\$ 7,866.72
	 TAG: Crew Breakroom 127							
			LBC2	Base Color	Graphite			
			~	Power Selection	No Power			
			~	Moisture Barrier	No Moisture Barrier			
			~	CAL 133 Option	No CAL 133			
			UMU	Fabric Option	Multiple Upholstered			
			(MS)	Bench Multiple Upholstered	Seat Multiple Upholstered			
			FG5	Multiple Upholstered for Seat	Fabric/Vinyl Grade 5			
			~	Fabric Grade 5 Selection	No Fabric			
			TOR		ARCCOM, INSIGHT, PEWTER 63553			
			(MB)	Bench Multiple Upholstered	Back Multiple Upholstered			
			FG5	Multiple Upholstered for Back	Fabric/Vinyl Grade 5			
			~	Fabric Grade 5 Selection	No Fabric			
			TOR		MOMENTUM, SPEAKEASY CV, FOIL			
			P1	Packaging	Fully assembled in carton			
90	SitOnIt	2	PAS.FS17.SS2	PASEA 1.5 SEAT	\$ 2,728.00	46.00	\$ 1,473.12	\$ 2,946.24
	 TAG: Crew Breakroom 127							
			LBC2	Base Color	Graphite			
			PFR	Power Selection	Power Location Right Hand, Front of Unit			
			PT2	Right Hand Power Type Selection	AC/110V & Dual USB			
			PC5	Power Color	Storm			
			~	Moisture Barrier	No Moisture Barrier			
			~	CAL 133 Option	No CAL 133			
			UMU	Fabric Option	Multiple Upholstered			
			(MS)	Bench Multiple Upholstered	Seat Multiple Upholstered			
			FG5	Multiple Upholstered for Seat	Fabric/Vinyl Grade 5			
			~	Fabric Grade 5 Selection	No Fabric			
			TOR		ARCCOM, INSIGHT, PEWTER 63553			
			(MB)	Bench Multiple Upholstered	Back Multiple Upholstered			
			FG5	Multiple Upholstered for Back	Fabric/Vinyl Grade 5			

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
			~	Fabric Grade 5 Selection	No Fabric			
			TOR		MOMENTUM, SPEAKEASY CV, FOIL			
			P1	Packaging	Fully assembled in carton			
91	SitOnIt	1	PAS.FS17.SS2	PASEA 1.5 SEAT	\$ 2,728.00	46.00	\$ 1,473.12	\$ 1,473.12
			TAG: Crew Breakroom 127					
			LBC2	Base Color	Graphite			
			PFL	Power Selection	Power Location Left Hand, Front of Unit			
			PT2	Left Hand Power Type Selection	AC/110V & Dual USB			
			PC5	Power Color	Storm			
			~	Moisture Barrier	No Moisture Barrier			
			~	CAL 133 Option	No CAL 133			
			UMU	Fabric Option	Multiple Upholstered			
			(MS)	Bench Multiple Upholstered	Seat Multiple Upholstered			
			FG5	Multiple Upholstered for Seat	Fabric/Vinyl Grade 5			
			~	Fabric Grade 5 Selection	No Fabric			
			TOR		ARCCOM, INSIGHT, PEWTER			
			(MB)	Bench Multiple Upholstered	Back Multiple Upholstered			
			FG5	Multiple Upholstered for Back	Fabric/Vinyl Grade 5			
			~	Fabric Grade 5 Selection	No Fabric			
			TOR		MOMENTUM, SPEAKEASY CV, FOIL			
			P1	Packaging	Fully assembled in carton			
92	SitOnIt	1	PAS.FS17.SS2	PASEA 1.5 SEAT	\$ 2,728.00	46.00	\$ 1,473.12	\$ 1,473.12
			TAG: Crew Breakroom 127					
			LBC2	Base Color	Graphite			
			PSL	Power Selection	Power Location Left Hand, Side of Unit			
			PT2	Left Hand Power Type Selection	AC/110V & Dual USB			
			PC5	Power Color	Storm			
			~	Moisture Barrier	No Moisture Barrier			
			~	CAL 133 Option	No CAL 133			
			UMU	Fabric Option	Multiple Upholstered			
			(MS)	Bench Multiple Upholstered	Seat Multiple Upholstered			

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Unit	Sell Price	Extended
			FG5	Multiple Upholstered for Seat	Fabric/Vinyl Grade 5				
			~	Fabric Grade 5 Selection	No Fabric				
			TOR		ARCCOM, INSIGHT, PEWTER, 63553				
			(MB)	Bench Multiple Upholstered	Back Multiple Upholstered				
			FG5	Multiple Upholstered for Back	Fabric/Vinyl Grade 5				
			~	Fabric Grade 5 Selection	No Fabric				
			TOR		MOMENTUM, SPEAKEASY CV, FOIL				
			P1	Packaging	Fully assembled in carton				
93	SitOnIt	2	PAS.FS17.SS2	PASEA 1.5 SEAT		\$ 2,728.00	46.00	\$ 1,473.12	\$ 2,946.24
			TAG: Crew Breakroom 127						
			LBC2	Base Color	Graphite				
			PSR	Power Selection	Power Location Right Hand, Side of Unit				
			PT2	Right Hand Power Type Selection	AC/110V & Dual USB				
			PC5	Power Color	Storm				
			~	Moisture Barrier	No Moisture Barrier				
			~	CAL 133 Option	No CAL 133				
			UMU	Fabric Option	Multiple Upholstered				
			(MS)	Bench Multiple Upholstered	Seat Multiple Upholstered				
			FG5	Multiple Upholstered for Seat	Fabric/Vinyl Grade 5				
			~	Fabric Grade 5 Selection	No Fabric				
			TOR		ARCCOM, INSIGHT, PEWTER 63553				
			(MB)	Bench Multiple Upholstered	Back Multiple Upholstered				
			FG5	Multiple Upholstered for Back	Fabric/Vinyl Grade 5				
			~	Fabric Grade 5 Selection	No Fabric				
			TOR		MOMENTUM, SPEAKEASY, FOIL				
			P1	Packaging	Fully assembled in carton				
94	SitOnIt	1	PAS.FS17.SS5	PASEA 90 DEGREE CORNER SEAT		\$ 3,023.00	46.00	\$ 1,632.42	\$ 1,632.42
			TAG: Crew Breakroom 127						
			LBC2	Base Color	Graphite				
			~	Moisture Barrier	No Moisture Barrier				
			~	CAL 133 Option	No CAL 133				

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
			UMU	Fabric Option	Multiple Upholstered			
			FG5	Multiple Upholstered for Seat	Fabric/Vinyl Grade 5			
			~	Fabric Grade 5 Selection	No Fabric			
			TOR		ARCCOM, INSIGHT, PEWTER 63553			
			(MB)	Bench Multiple Upholstered	Back Multiple Upholstered			
			FG5	Multiple Upholstered for Back	Fabric/Vinyl Grade 5			
			~	Fabric Grade 5 Selection	No Fabric			
			TOR		MOMENTUM, SPEAKEASY CV, FOIL			
			P1	Packaging	Fully assembled in carton			
95	Spec	1	30SQ-XA	30"x30" Square Table with Acute X Base	\$ 852.00	41.00	\$ 502.68	\$ 502.68
								
				TAG: Crew Breakroom 127				
			LAM	Acute - Top Finish Option	Laminate Top			
			STL	Laminate Top Option	15 Standard Laminates			
			7938-38	Acute - Laminate Top Finish	Wilsonart New Age Oak Laminate (7938-38)			
			SE	Acute - Edge Selection	Laminate Self Edge			
			BLACK	Spectone Base Colors	Black			
			~	General Purpose Tables - Flip Top Option	No Selection of Flip Top Option			
			~	General Purpose Tables - Base Mobility Option	No Selection of Option			
96	Spec	3	3060RE-TA	30"x60" Rectangle Table with Acute T Bases	\$ 1,210.00	41.00	\$ 713.90	\$ 2,141.70
								
				TAG: Crew Breakroom 127				
			LAM	Acute - Top Finish Option	Laminate Top			
			STL	Laminate Top Option	15 Standard Laminates			
			7938-38	Acute - Laminate Top Finish	Wilsonart New Age Oak Laminate (7938-38)			
			SE	Acute - Edge Selection	Laminate Self Edge			
			BLACK	Spectone Base Colors	Black			
			~	General Purpose Tables - Flip Top Option	No Selection of Flip Top Option			
			~	General Purpose Tables - Base Mobility Option	No Selection of Option			
			~	General Purpose Tables - Folding Bases Option	No Selection of Folding Bases Option			

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Line	Manufacturer	Qty.	Product #	Description	List	Disc %	Sell Price Unit	Extended
97	JSI	1	PST36-15RDA	Prost Large Cylinder Table with 3/4" Plinth- 36d x 36w x 15h	\$ 1,804.00	47.00	\$ 956.12	\$ 956.12
								
			TAG: Crew Breakroom 127					
			FLN	Material Finish	Flint			
			T	Top Material	Same Laminate Top			
98	Peter Pepper	1	RF36	Reform, 36"W 3-Slot Receptacle	\$ 2,182.00	35.71	\$ 1,402.71	\$ 1,402.71
			TAG: Crew Breakroom 127					
			Graphite	Lamiant election	Graphite 8829-58			
			Aluminum Metallic	Top Metal Selection	Aluminum Metallic			
			White	Decal Color	White			
			NO	Caster Selection	No Casters			
			NO	Tray Top Selection	No Tray Top			
99	Claridge	2	C-CP-0406-FM	Concept Tackboard, 4'x6'	\$ 950.00	45.00	\$ 522.50	\$ 1,045.00
			TAG: Corridor 3 - 114A					
			Manner	Fabric Pattern	Maharam - Manner			
			Nuance	Fabric Colorway	Nuance			
			Jet Black	Trim Color	Jet Black (Custom)			
100	Claridge	2	AD-PC-AD-4x6CO	Powder Coat ADD to 4'x6' Boards	\$ 64.00	45.00	\$ 35.20	\$ 70.40
			TAG: Corridor 3 - 114A					
			RAL 9005	Color	Jet Black RAL 9005			

Note:
This item is NOT on State of Alabama Contract,
but it is UNDER the bid limit of \$15,000 for
non-contract items on state projects.

This quote is intended for budget and approval purposes only. DO NOT make POs with this quote.

Grand Total: \$ 129,035.88

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NORTHPORT PUBLIC WORKS

City of Northport

05.28.2024

Revision #4

This revision reflects the items priced in
the quote that was emailed on 5/28/24.

SUBMITTED BY

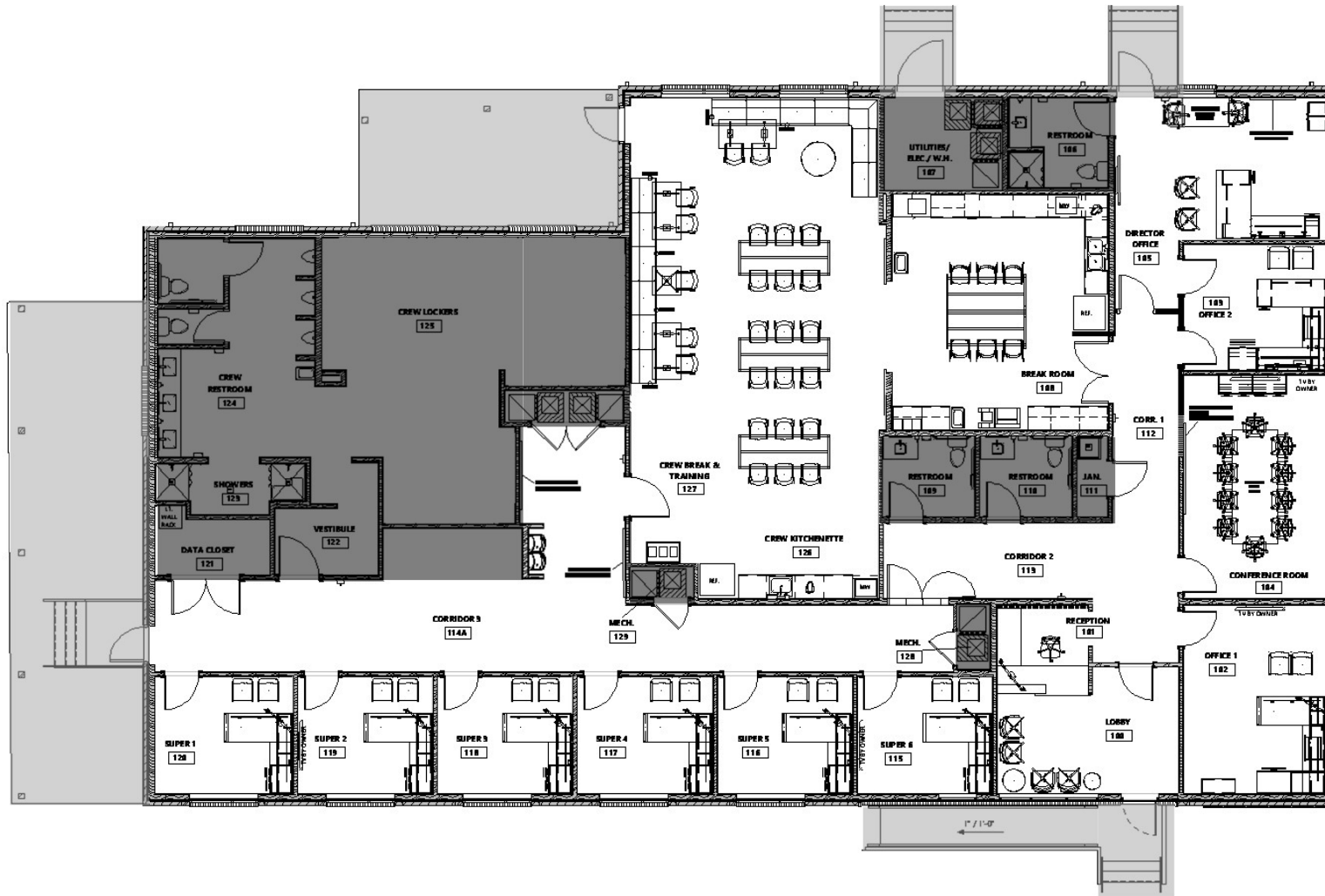
Ashley Hammonds

ESTIMATE #

E1023.7



OVERVIEW



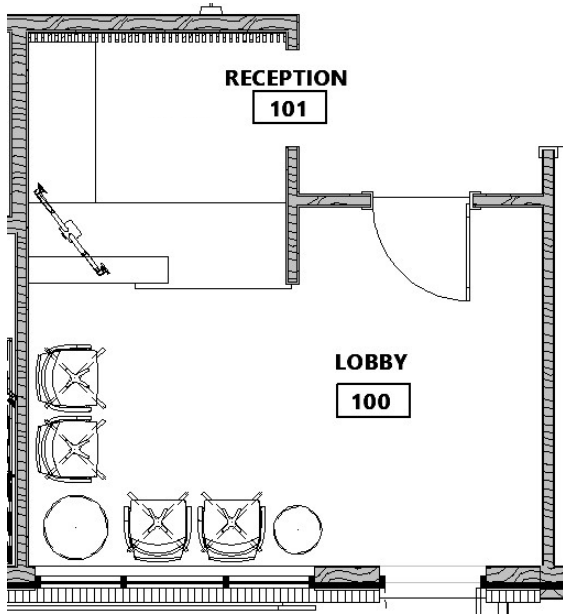
PRODUCT OVERVIEW

PROJECT SCOPE

- Lobby/Reception
- (3) Executive Offices
- Conference Room
- (6) Super Offices
- Staff Breakroom
- Crew Training



LOBBY/RECEPTION



Added Task Chair and Monitor Arm to reception desk



PRODUCT OVERVIEW

SEATING

- (4) Lobby Guest Chairs
- (2) Round End Table
- (1) Task Chairs

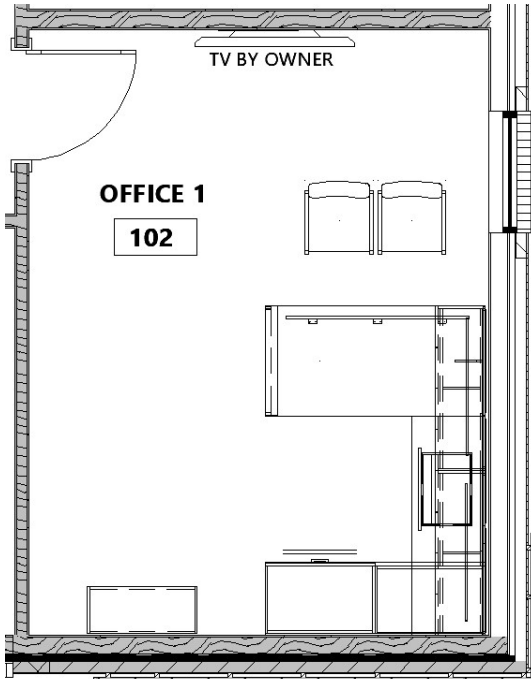
ACCESSORIES

- (1) Dual Monitor Arm w/Sliders

Guest Chair Upholstery: Brisa Dist. Steerhide
Guest Chair Wood Base: Medium Ash
End Table Laminate: Fawn w/Designer White Solid Surface Top.



OFFICE 102 (BEN)



PRODUCT OVERVIEW

STANDARD FEATURES

- 36" x 72" Desk
- Hanging Modesty Panel
- Open Metal Base
- 24" x 72" Return Shell
- Center Drawer
- 24" x 72" Low Height Credenza
 - Open Shelving (Left)
 - Box/File Lateral (Right)
- 36" Tackboard
- (2) 36" Markerboards
- (2) 54" Wall-mount Overheads
- Tasklights
- 36" w Bookcase
- Small Power Unit
- Dual Monitor Arms

SEATING

- (2) Armless Guest Chairs

Guest Chair Upholstery:

Insight, Pewter (seat)
Brisa Distressed, Saddle (back)

Guest Chair Frame: Black

Desk Laminate(s): Flint and Alabaster

Tackboard Fabric: Sapporo Cryp.- Stone



OFFICE 103 (CC)



35"H Clearance
Standard is 21"H



PRODUCT OVERVIEW

STANDARD FEATURES

- 30" x 72" Desk w/Drawers
- 24" x 48" Bridge
- 24" x 72" Credenza Shell
- Center Drawer
- 66" Tackboard
- 66" Wall-mount Overhead
- Tasklights
- 30" Lateral File, 4 Drawer
- Monitor Arm Loft System

SEATING

- (2) Armless Guest Chairs

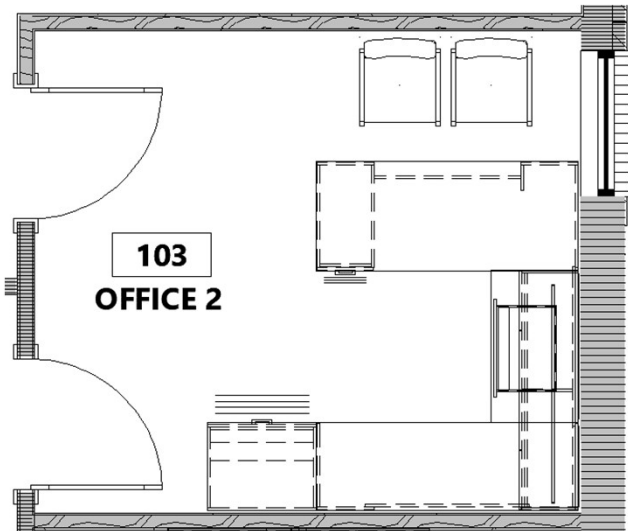
Guest Chair Upholstery:

Insight, Pewter (seat)
Brisa Distressed, Saddle (back)

Guest Chair Frame: Black

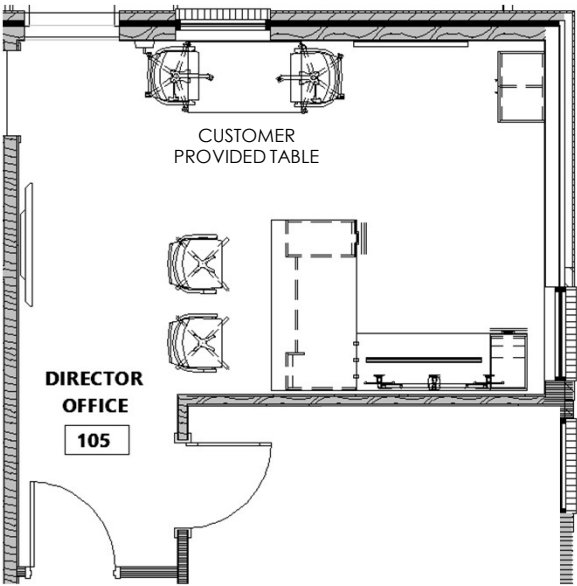
Desk Laminate(s): Flint and Alabaster

Tackboard Fabric: Sapporo Cryp. - Stone



OFFICE 103 (CC)

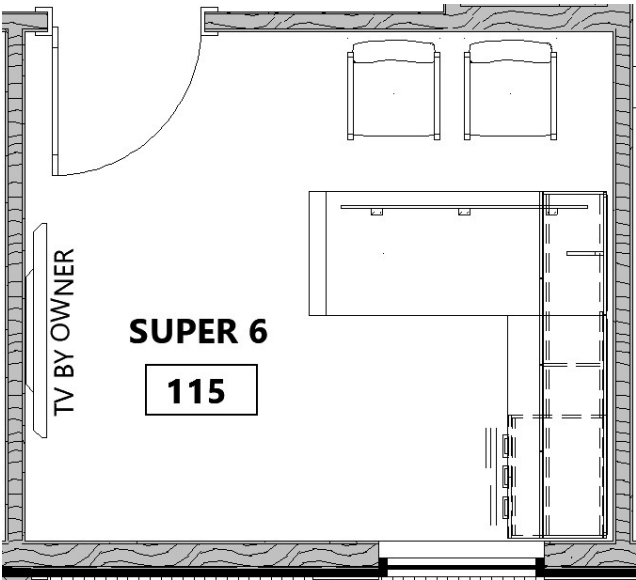
OFFICE 105 (BROOKE)



OFFICE 105 (BROOKE)



SUPER #6 (MATTHEW)



PRODUCT OVERVIEW

STANDARD FEATURES

- 30" x 72" Desk
- Hanging Modesty Panel
- **Closed Panel Base**
- 24" x 54" Return w/multi-file
- 84" Wall-mount Overhead
- 30" Tackboard
- 54" Markerboard
- Tasklight
- Small Power Unit
- Dual Monitor Arms

SEATING

- (2) Armless Guest Chairs

Guest Chair Upholstery:

Insight, Pewter (seat)
Brisa Distressed, Saddle (back)

Guest Chair Frame: Black

Desk Laminate(s): Flint and Alabaster

Tackboard Fabric: Sapporo Cryp. - Stone



SUPERS #1-5



PRODUCT OVERVIEW

STANDARD FEATURES

- 30" x 72" Desk
- Hanging Modesty Panel
- Open Metal Base
- 24" x 54" Return w/multi-file
- 84" Wall-mount Overhead
- 30" Tackboard
- 54" Markerboard
- Tasklight
- Small Power Unit
- Dual Monitor Arms

SEATING

- (2) Armless Guest Chairs

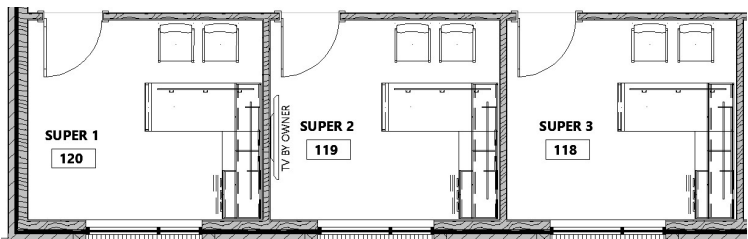
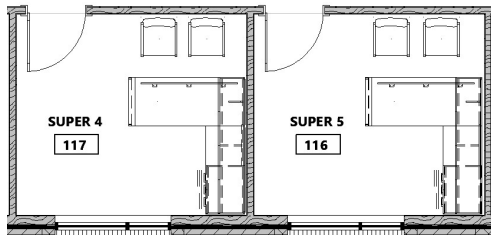
Guest Chair Upholstery:

Insight, Pewter (seat)
Brisa Distressed, Saddle (back)

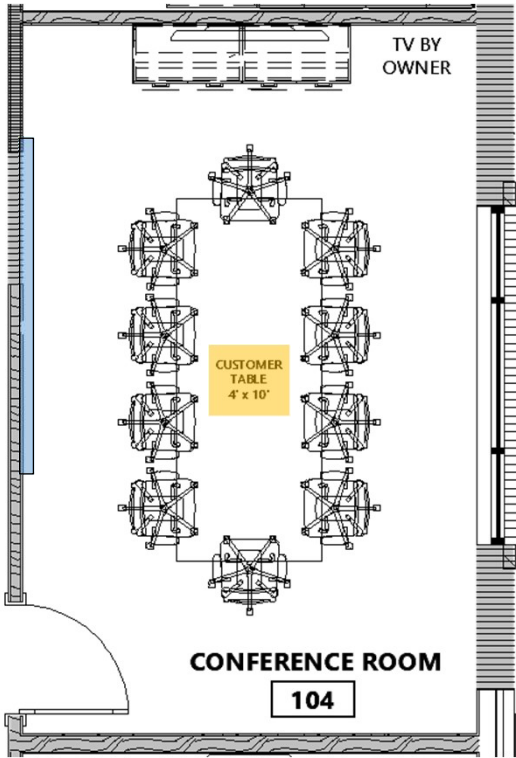
Guest Chair Frame: Black

Desk Laminate(s): Flint and Alabaster

Tackboard Fabric: Sapporo Cryp. - Stone



CONFERENCE



PRODUCT OVERVIEW

STANDARD FEATURES

- (10) Conference Chairs
- Buffett Credenza
- Glassboard

Conference Chair Upholstery:
Brisa

Storage Laminate: Flint

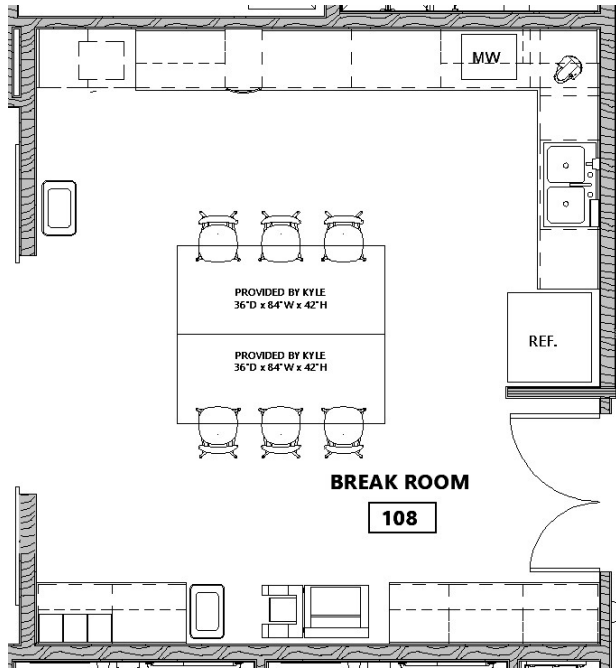


OPTION 3

CONFERENCE



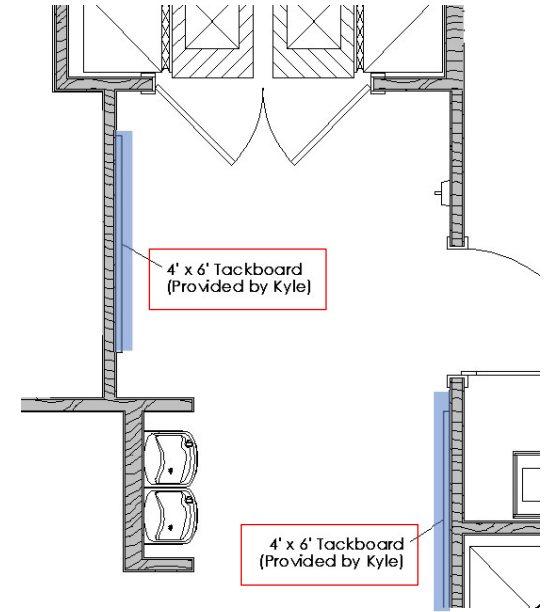
STAFF BREAKROOM



TACKBOARDS



Fabric tackboard with Black Trim
Reviewed and Approved by Yolanda



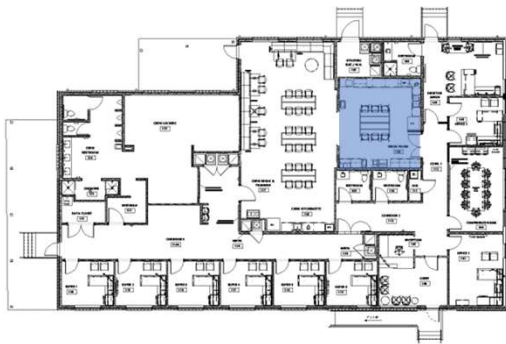
PRODUCT OVERVIEW

STANDARD FEATURES

- 36" x 84" Bar Height Tables w/Casters

SEATING

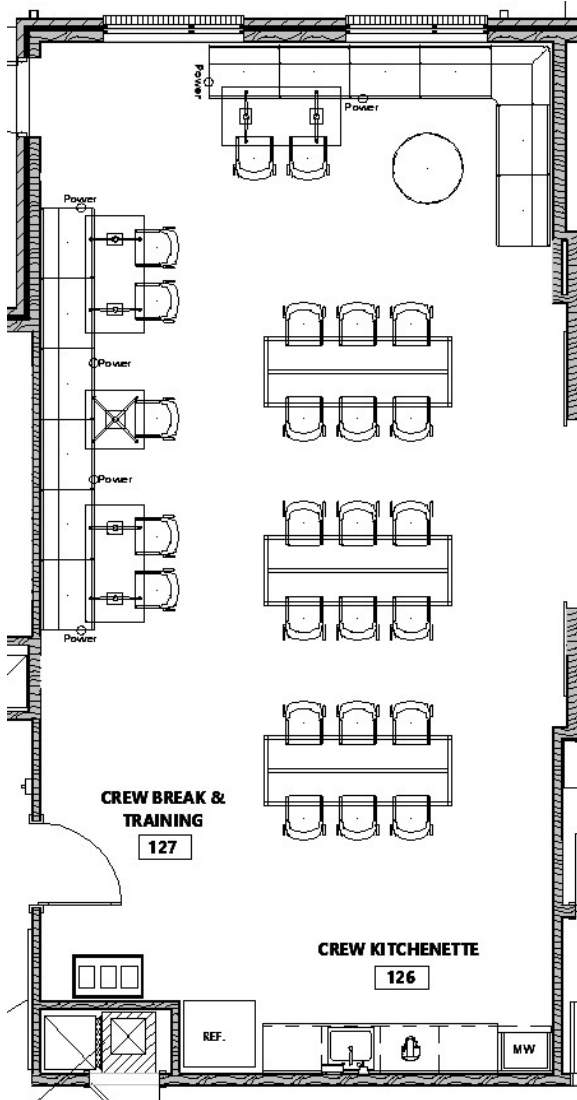
- (6) Bar Stools



STAFF BREAKROOM



CREW BREAKROOM



TRASH
RECEPTACLE



SEATS 39

STANDARD TABLES



MIDDLE TABLES
(30"H AND 42"H)

CHAIRS + STOOLS



PRODUCT OVERVIEW

STANDARD FEATURES

- 36" x 96" Bar Height Tables
- 36" x 96" Standard Height Tables
- (3) 30" x 60" Tables
- (1) 30" Square Tables
- Banquette and L-Shaped Lounge
- (6) Bar Stools
- (19) Chairs





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DESIGN & SUPPORT:

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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: June 3, 2024

SUBJECT: Minutes, May 20, 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 20, 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 20, 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 20, 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 Aiken, Councilwoman Dykes and President Bobo. Also present at tonight's meeting, Mayor Hinton and City Administrator Webb.

PRESENTATIONS

Mayor Hinton read aloud two proclamations recognizing ALS Awareness Month and Public Works Appreciation Week.

APPROVAL OF AGENDA

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to **approve the agenda for the May 20, 2024, Council Agenda with the deletion of item 11.c.1. Second Reading Ordinance Ordering Demolition of an Unsafe Structure and the addition of item 9.b.8. Resolution allocating special appropriations from FY2024 Funds to Focus on Senior Citizens of Tuscaloosa County. 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 was one visitor to address council. James Shirley has been a resident of 3711 29th Street in Northport for 54 years. Concerned about speeding on 39th Avenue. He has spoken to council and staff regarding this issue. Police have given tickets but there is still concern. Additional streets signs were installed May 7, 2024 by Public Works. He requested additional signage (25 mph) be placed on either end of 29th Street and 30th Avenue. Mr. Shirley stated that his neighbors are in support of this also. Mrs. Tubbs stated that multiple evaluations have been done. Before any additional signage will be added, a street study will need to be completed.

UNFINISHED BUSINESS

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Ordinance 2224 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. **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 Councilman Aiken to adopt **Resolution 24-75 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. **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 24-76 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. **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 24-77 Accepting Municipal Public Improvements Except Final Layer in Glen Crest Phases 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 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. **Roll call was as follows: Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. Motion Carried Unanimously.**

NEW BUSINESS

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 24-78 Authorizing the City Administrator to Negotiate and Enter a Master Agreement with Redpoint Audio for A/V Upgrades.** 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). **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 Aiken, **Second** by Pro Tem Washington to adopt **Resolution 24-79 Authorizing the City Administrator to Execute a Contract with Utility Asset Management for the Storm Sewer Rehabilitation (Flatwoods Road and 68th Avenue) Project.** 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. **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 24-80 Awarding Bid for Bid File No. 24-02 Lawn Care Maintenance to Terrence Grant DBA Grant's Quality Lawn Care.** 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. **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 Dykes, **Second** by Wiggins to adopt **Resolution 24-81 Authorizing the Mayor to Execute the Funding Agreement with the Alabama Department of Transportation for US-43 and Mitt Lary Rd. Improvements.** 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. **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 Councilman Aiken to adopt **Resolution 24-82 Authorizing the City Administrator to Execute an Agreement with Alabama Power Company for Relocation of Utilities for the MLK, Jr. Blvd. Improvements Project.** 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 City

agreement has been attached for reference. **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 24-83 Authorizing the City Administrator to Accept a Proposal from All Star Service Pros, LLC for Data/Comm Wiring for the New Public Works Building.** 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. **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 Pro Tem Washington, **Second** by Councilman Aiken to adopt **Resolution 24-84 Authorizing the City Administrator to Accept a Proposal from Wright Fitness Equipment, Inc. for Fitness Equipment for the New Public Works Building.** 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. **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 24-86 allocating special appropriations from FY2024 Funds to Focus on Senior Citizens of Tuscaloosa County.** Amount of \$9,000.00 for four months of operations of senior nutrition site at the Northport Community Center. **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 Councilman Wiggins, **Second** by Pro Tem Washington to **approve the Consent Agenda** as printed for the **May 20, 2024, Council Meeting:**

1. Minutes, May 6, 2024, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, Employee Reimbursement, Kelsey Taylor, \$144.00. 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.
4. Purchase Requisition, for new Turn Out Gear for seven employees due to theirs being currently expired or approaching their expiration soon. Once purchased the turn out gear is good for 10 years. The total purchasing price is \$19,679.00.
5. Purchase Requisition, Employee Reimbursement, Allen Earnest, \$144.00. 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.
6. Purchase Requisition, Employee Reimbursement, Mason Sessoms, \$144.00. 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.
7. Purchase Requisition, VFD Replacement at WWTP, Electric Machine Control, Inc., \$19,432.00. Replacement VFD for the Wastewater Treatment Plant Aerator #1. This includes materials, installation services, and configuration of VFD.
8. Purchase Requisition, WWTP Binder Paving, Civil Worx Construction, LLC., \$7,800.00. binder paving at the Wastewater Treatment Plant. This is part of the WWTP Sludge Improvements Project.
9. Purchase Requisition, Motorola Solutions, PD Flex Equipment & Evidence Maintenance Agreement, \$68,068.13.
10. Purchase Requisition, Tuscaloosa County Commission, Inmate Housing, \$43,230.00.

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 **two** Public Hearing items on the agenda for the **Legal Department**.

a. Resolution Authorizing a Project Development Agreement by and between the City of Northport, Alabama and RJ Lurleen, LLC

- i. President Bobo Opened the Floor for item 11.b.1.
- ii. Chuck Gerdau 1802 20th Ave – Traffic concerns on 20th Avenue and Bellwood, has there been a traffic study done. Ingress/egress off of Lurleen would make citizens happy.
- iii. Frank Johnson, RJ Lurleen, LLC – It will be a drive thru only with outdoor patio. There was an issue with ALDOT for entrance on Lurleen, current thoughts are that entrance/exit will be on Park Avenue 20th Avenue.
- iv. Nini Jobson, 1534 Bellwood Lane – Loves a coffee shop but concerned about cut thru traffic.
- v. Tera Tubbs – Traffic study has been conducted. Signs are not allowed by MUTCD and we have to stay in compliance with federal regulations to continue receiving federal money. The item being voted on tonight is an incentive agreement only, they will still have to get permits through the Engineering and Planning Department and comply with all typical regulations.
- vi. President Bobo Closed the Floor for item 11.b.1.

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 24-85 Authorizing a Project Development Agreement by and between the City of Northport, Alabama 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. **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. First Reading, Resolution Consenting to the Vacation of Right-of-Way for a portion of 29th Avenue

- i. President Bobo Opened the Floor for item 11.b.2.
- ii. Jimmy Duncan, Duncan and Coker Associates, representing Bill Wright of Wright Properties. Wright Properties is looking to expand by 2 maybe 3 buildings.
- iii. President Bobo Closed the Floor for item 11.b.2.

Councilman Wiggins **Offered** this item for a First Reading, Resolution Consenting to the Vacation of Right-of-Way for a portion of 29th Avenue.

- C. There was **one** Public Hearing items on the agenda for the **Planning & Inspection Department**.

c. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1207 15th Court

- 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 Councilwoman Dykes, **Second** by Pro Tem Washington to adopt **Ordinance 2224 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. **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 **no** Public Hearing items on the agenda for the **Police Department**.

CITY ADMINISTRATOR’S BUSINESS

No official business to discuss.

DEPARTMENTAL BUSINESS

No official business to discuss.

MAYOR AND COUNCIL MEMBER’S BUSINESS

Mayor Hinton – Mentioned the Bylar Road history and told the community about a marker that has recently been placed at 1st & Main near the trestle with information about Bylar Road.

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

Pro Tem Washington, District 2 – Thanked Public Works for their hard work, congratulated all 2024 seniors on graduation, and congratulated Mayor Hinton on retiring after 59 years from Northport Baptist Church.

Councilman Wiggins, District 3 – Watermelon Road milling and paving is underway.

Councilwoman Dykes, District 4 – Excited about the Mitt Lary Road and Hwy 43 interchange.

Councilman Aiken, District 5 – Congratulations to all men and women graduating and receiving numerous awards at awards day.

Motion by Councilman Wiggins, **Second** by Pro Tem Washington **to adjourn the meeting into Executive Session** to discuss **Economic Development**. The session should take no longer than 15 minutes (fifteen minutes). It is anticipated that the council will not take action after the Executive Session is concluded. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Council adjourned into Executive Session at 6:32 pm.

Council reconvened into Regular Meeting at 7:06 pm with no action needing to be taken.

Motion by Councilwoman Dykes, **Second** by Councilman Aiken **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 7:06 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: June 3, 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 5/16/2024 - 5/29/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Sain Associates Inc	53684	05/23/2024	Safe Streets for All Safety Acti...	19,347.59
Thompson Engineering Inc	240402417	05/23/2024	Proposal for CE&I Services for ...	25,345.63
Thompson Engineering Inc	240402428	05/23/2024	CE&I Services - Watermelon R...	11,781.51
Sain Associates Inc	53772	05/23/2024	Safe Streets for All Safety Acti...	5,929.47
Sonya Caine	INV0022210	05/23/2024	NPCC Security Deposit Refund	100.00
Dorthea Sanders	INV0022211	05/23/2024	NPCC Security Deposit Refund	100.00
Jeff Nichols	INV0022212	05/23/2024	NPCC Security Deposit Refund	100.00
				62,704.20

Department: 15 - Administrative

The Habegger Corp	1914000	05/23/2024	CH West - thermostat for tag o...	45.74
KPS Group Inc	228006-00-15	05/23/2024	BLANKET PO - KPS Group (Co...	3,263.26
Award Company of America L...	56636	05/23/2024	Presentation to Hogg crystal #1	180.00
Super Sports Sporting Goods L...	6727	05/23/2024	Touch a Truck T-shirts	680.00
Midstates Petroleum Company	INV0022217	05/23/2024	Monthly Fuel	774.73
Award Company of America L...	57534	05/23/2024	Public Works Appreciation Tr...	44.95
Express Employment Professi...	30710646	05/23/2024	admin temp employee kiara t...	647.02
Paint Spot	N0302131	05/23/2024	CH (Legal) - paint & supplies fo...	192.91
Northport Auto Supply Co. Inc.	100850837	05/23/2024	HR #8109 - oil filter	10.22
Lowe's Home Centers Inc.	79839	05/23/2024	CH - blanket PO for emergency...	182.64
Sequel Electrical Supply	S3899579.001	05/23/2024	CH - blinking light in Savannah...	180.28
Burnum-Hahn Exterminators I...	INV0022214	05/23/2024	Monthly Pest Control	79.00
Cintas	4193225838	05/23/2024	Payer # 14353428	51.68
				Department 15 - Administrative Total: 6,332.43

Department: 17 - Municipal Court

Catalis Court & Land Records L...	INV308316255	05/23/2024	Monthly Court Software	5,822.96
J & J Telephone Inc.	72500RJ	05/23/2024	Voice Mailbox	135.00
Midstates Petroleum Company	INV0022217	05/23/2024	Monthly Fuel	214.32
Christopher Edward Allen	INV0022205	05/23/2024	Special Judge 5/15/24	875.00
Liddy's Office Products Inc.	K27998	05/23/2024	Office Chairs	1,076.00
District Attorney Restitution R...	INV0022213	05/23/2024	April 2024 REVISED	1,058.01
				Department 17 - Municipal Court Total: 9,181.29

Department: 22 - Information Technology

CDW Government LLC	RD78011	05/23/2024	CONSENT AGENDA 5/6/24 - IT...	62,200.00
Xerox Corporation	5733813	05/23/2024	Contract Charge 4/29-5/28/24	1,422.48
A T & T	5032979801	05/23/2024	831-001-2475 849	1,906.34
A T & T	5032979801	05/23/2024	831-001-2475 849	746.62
A T & T	7857700908	05/23/2024	831-001-3720 096	542.65
A T & T	9708049807	05/23/2024	831-001-2247 676	844.41
Comcast Cable	INV0022207	05/23/2024	3721 26th Ave 8396 90 014 0...	136.89
Comcast Cable	INV0022208	05/23/2024	1781 HArper Rd 8396 90 014 ...	350.16
Spectrum Business	177395401051424	05/23/2024	13205 Martin Rd SPUR 17739...	119.99
Comcast Cable	INV0022209	05/23/2024	1101 MLK 8396 90 014 02071...	151.21
Amazon Capital Services	1JNV-H4DX-37HX	05/23/2024	IT - HP Color LaserJet Pro 420...	419.00
VC3 INC.	150846	05/23/2024	IT - Monthly backups	2,240.00
				Department 22 - Information Technology Total: 71,079.75

Department: 25 - Finance

Amazon Capital Services	1RD7-34X6-9PFM	05/23/2024	Printer Stand & Card Holder	8.50
Amazon Capital Services	1RD7-34X6-9PFM	05/23/2024	FIN: Supply Order for Printer S...	89.99
				Department 25 - Finance Total: 98.49

Department: 26 - Human Resources

OESCO LLC	110237	05/23/2024	Office Supplies	124.14
OESCO LLC	110237	05/23/2024	Office Supplies	178.88

Expense Approval Report

Payment Dates: 5/16/2024 - 5/29/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
OESCO LLC	110237	05/23/2024	Office Supplies	11.17
Department 26 - Human Resources Total:				314.19
Department: 28 - Planning & Inspections				
Jarrold Milligan	24-1045	05/23/2024	Milligan Invoice 24-1046	110.23
Jarrold Milligan	24-1046	05/23/2024	Milligan Invoice 24-1046	110.23
Northport Gazette The	INV0022199	05/23/2024	May 2024 Zonign Work Sessio...	28.00
Northport Gazette The	INV0022200	05/23/2024	advertisement ordinance 2223	187.60
Northport Gazette The	INV0022201	05/23/2024	advertisement ordinance 2222	148.40
Department 28 - Planning & Inspections Total:				584.46
Department: 32 - Engineering				
Thompson Engineering Inc	240402428	05/23/2024	CE&I Services - Watermelon R...	2,945.38
Thompson Engineering Inc	240402738	05/23/2024	MLK - Amendment to Utility R...	6,490.46
Alabama Power Company	INV0022198	05/23/2024	1851 1st St 04992-22043	136.19
Thompson Engineering Inc	240402453	05/23/2024	Proposal for Resurfacing 2023	810.00
TTL Inc.	2136633	05/23/2024	Fee Proposal - Main Avenue St...	35,077.79
Southeast Appraisals Inc.	24040	05/23/2024	Main Avenue Appraisals	35,000.00
Department 32 - Engineering Total:				80,459.82
Department: 33 - Police				
Town & Country Ford LLC	2538160	05/23/2024	PD #4901 - pillar mouldings	207.39
Midstates Petroleum Company	INV0022217	05/23/2024	Monthly Fuel	15,440.07
Tuscaloosa County Commission	0360	05/23/2024	AGENDA 5.20.24 - Metro Jail B...	43,230.00
Lowe's Home Centers Inc.	87767	05/23/2024	Range Supplies	483.73
Northport Auto Supply Co. Inc.	100848700	05/23/2024	PD #4489 - suspension parts	276.70
Northport Auto Supply Co. Inc.	100850436	05/23/2024	PD #1539 - ignition coils & plu...	355.04
Triple Point Industries	61222	05/23/2024	BLANKET PD monthly contract...	102.60
Tuscaloosa Tire & Service Cen...	N287886	05/23/2024	PD #435 -new tires & alignme...	663.31
Burnum-Hahn Exterminators I...	INV0022206	05/23/2024	Monthly Pest Control	179.00
Department 33 - Police Total:				60,937.84
Department: 35 - Fire				
Priority Dispatch Corp	SIN361202	05/23/2024	*AGENDA* Priority Dispatch A...	32,920.00
Midstates Petroleum Company	INV0022217	05/23/2024	Monthly Fuel	3,857.17
Central Alabama Training Solut..	17046840	05/23/2024	High Range Select Flow Nozzle	649.00
OESCO LLC	110280	05/23/2024	Copy Paper	279.95
Business Supply & Printing	5642	05/23/2024	Company level inspection for...	236.00
Kelsey Taylor	INV0022203	05/23/2024	*AGENDA* Employee Reimbu...	14.36
Lowe's Home Centers Inc.	80872	05/23/2024	Shelving for supply closet	170.05
Weathertech Distributing Co...	8080057-00	05/23/2024	Fire Station 1 - Captain's office...	194.22
Teleflex Medical Inc	9508458874	05/23/2024	Medical Supplies - Needle Sets	562.50
Lowe's Home Centers Inc.	97076	05/23/2024	Stove - St. 3	1,388.00
Burnum-Hahn Exterminators I...	INV0022214	05/23/2024	Monthly Pest Control	128.00
Amazon Capital Services	1FK4-MHJD-TTXH	05/23/2024	Office Supplies	61.37
Amazon Capital Services	1FK4-MHJD-TTXH	05/23/2024	Mechanix Gloves	193.53
TSC Service & Supply Inc.	8347	05/23/2024	Truck Soap	45.95
Bound Tree Medical LLC	85355728	05/23/2024	Tactical pants - N. Brown	50.49
Department 35 - Fire Total:				40,750.59
Department: 37 - Public Works				
Southland International Trucks..	03CI349433	04/25/2024	Credit Inv 03CI348986 PO 24-...	-864.32
Southland International Trucks..	03CI349433	04/25/2024	Credit Inv 03CI349213 PO 24-...	-95.00
Lowe's Home Centers Inc.	01100B	05/23/2024	PW supplies - padlocks for em...	42.15
Southland International Trucks..	03CI349403	04/25/2024	PW garbage truck #6377 & sto...	74.96
Lowe's Home Centers Inc.	91548	05/23/2024	PW supplies - padlocks for em...	42.20
Midstates Petroleum Company	INV0022217	05/23/2024	Monthly Fuel	21,360.04
Environmental Products Group..	P15196	05/23/2024	PW #1053 - replacing roller pin..	265.70
TRUCKWORX HOLDING CO INC	1130169210	05/23/2024	PW #2370 - temp sensor and ...	92.89
Ervin's Workwear & Boots	INV-4990	05/23/2024	PW uniform order - pants for ...	71.98
Ervin's Workwear & Boots	INV-4991	05/23/2024	PW uniform order - pants for ...	143.96
O'Reilly Auto Parts	1063-492037	05/23/2024	PW #0291 - mirror, #800f - spi...	7.69
O'Reilly Auto Parts	1063-492037	05/23/2024	PW #0291 - mirror, #800f - spi...	0.67
O'Reilly Auto Parts	1063-492037	05/23/2024	PW #0291 - mirror, #800f - spi...	0.82

Expense Approval Report

Payment Dates: 5/16/2024 - 5/29/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
O'Reilly Auto Parts	1063-492041	05/23/2024	PW #0291 - mirror, #800f - spi...	78.59
O'Reilly Auto Parts	1063-492041	05/23/2024	PW #0291 - mirror, #800f - spi...	6.82
O'Reilly Auto Parts	1063-492041	05/23/2024	PW #0291 - mirror, #800f - spi...	8.36
Southland International Trucks..	03CI349792	05/15/2024	PW Shop stock - hub seals	215.08
Southland International Trucks..	03CI349793	05/15/2024	PW #6115 - blower motor & r...	210.54
O'Reilly Auto Parts	1063-492574	05/23/2024	PW Shop stock - mechanic glo...	144.95
Grainger Inc.	9116700700	05/23/2024	Traffic - street light photocells ...	320.53
Cintas	4192513285	05/23/2024	Payer # 14385499	1,637.32
Ervin's Workwear & Boots	INV-5029	05/23/2024	PW uniform order - pants for ...	143.96
Southland International Trucks..	03CI349686	05/23/2024	PW #6115 - rear wheel & hub ...	1,968.39
Southland International Trucks..	03CI349849	05/23/2024	PW Shop - black nitrile gloves	170.10
TRUCKWORX HOLDING CO INC	1130170138	05/23/2024	PW #6115 - brake parts	487.48
Tuscaloosa Farmers Cooperati...	1556393	05/23/2024	PW Construction - grass seed (...)	120.00
Amazon Capital Services	19DH-FJC9-MRNQ	05/23/2024	Office Supplies- hanging file w...	189.96
Lowe's Home Centers Inc.	76390	05/23/2024	Beautification-hoses for press...	211.67
Lowe's Home Centers Inc.	76390	05/23/2024	Beautification-hoses for press...	84.55
Keeling Company	S4508082.001	05/23/2024	Beautification - LAM Program...	96.11
Lowe's Home Centers Inc.	79834	05/23/2024	PW - blanket PO for emergenc...	76.69
Southland International Trucks..	03CI349889	05/23/2024	PW #6378 - blower motor & r...	210.54
Amazon Capital Services	1VQ3-RPDM-43PQ	05/23/2024	PW uniforms - polos for new ...	216.00
Amazon Capital Services	1QXC-617L-D671	05/23/2024	PW Day - remote car & batteri...	186.31
Southland International Trucks..	03CI349915	05/23/2024	PW #6714 - front brake parts	684.86
Snider Tire Inc.	1083699	05/23/2024	Credit Inv	55.25
Logo Station	1511	05/23/2024	PW - logo printing on uniform ...	402.00
Tuskaloosa Lawn Equipment L...	250856	05/23/2024	ROW supplies - 14-inch saw c...	158.52
Lowe's Home Centers Inc.	95229	05/23/2024	Janitorial Supplies (W&S) - mo...	58.86
Southland International Trucks..	03CI349913	05/23/2024	PW #7261 - EGR valve & parts ...	1,759.08
Southland International Trucks..	03CI349918	05/23/2024	PW #6115 - AC controller & th...	644.89
Amazon Capital Services	1HPV-WQKY-33NJ	05/23/2024	PW - cell phone accessories fo...	62.88
Edko LLC	368973	05/23/2024	COUNCIL 4/4/22 - [8(b)3] - He...	7,685.42
Cintas	4193225857	05/23/2024	Payer # 14353601	28.90
Cintas	4193229768	05/23/2024	Payer # 14385499	25.34
Southern Pipe & Supply	9494576-00	05/23/2024	PW Construction - concrete (s...	250.32
McFarland Ace Hardware	4559/2	05/23/2024	PW Construction - blanket PO...	26.53
Benton Sod Farm	669737	05/23/2024	PW Beautification - zoysia for ...	1,250.00
Department 37 - Public Works Total:				41,020.54

Department: 39 - Utilities

Snider Tire Inc.	9875172	05/23/2024	WWTP Skid Steer Tires #179	1,726.50
Krebs Engineering Inc.	Proj 22031.08 Inv 2	05/23/2024	Council Approved - Prof Eng S...	24,791.34
Office Depot	363195912001	05/23/2024	Mats and Bulletin Board for ...	228.46
Office Depot	363134927001	05/23/2024	Credit PO 24-2259/24-2644	-240.49
F&A Officer USACE Mobile	INV0022202	05/23/2024	US Corp of Engineers Permit F...	16,000.00
Midstates Petroleum Company	INV0022217	05/23/2024	Monthly Fuel	7,460.15
Krebs Engineering Inc.	Proj 22031.08 Inv 3	05/23/2024	Council Approved - Prof Eng S...	1,355.58
Office Depot	366544418001	05/23/2024	Mats and Bulletin Board for ...	201.96
Office Depot	366544681001	05/23/2024	Mats and Bulletin Board for ...	38.49
Electric Motor Sales & Service ...	134526	05/23/2024	Bushing for Pully on Aeration ...	139.90
Office Depot	366544683001	05/23/2024	Mats and Bulletin Board for ...	46.49
Xerox Corporation	5733813	05/23/2024	Contract Charge 4/29-5/28/24	133.91
Xerox Corporation	5733813	05/23/2024	Contract Charge 4/29-5/28/24	221.70
Xerox Corporation	5733813	05/23/2024	Contract Charge 4/29-5/28/24	133.91
Office Depot	366544682001	05/23/2024	Mats and Bulletin Board for ...	344.97
Carus LLC	SLS 10113941	05/23/2024	Council Approved - Phosphate...	18,313.40
A T & T	5032979801	05/23/2024	831-001-2475 849	1,906.34
Electric Machine Control Inc.	12083	05/23/2024	AGENDA (5/20/24) - VFD Repl...	19,642.49
Northport Gazette The	INV0022215	05/23/2024	Hwy 82 PS Contract A Bid Ad	241.15
Northport Gazette The	INV0022216	05/23/2024	Hwy 82 PS Contract B Bid Ad	232.75
Computer Network Inc.	00N0059-IN	05/23/2024	Extended Support for Meter R...	1,875.00
Hydra Service Inc.	178181	05/23/2024	Council Approved - Pump for ...	34,500.00
Pace Analytical LLC	2435612024	05/23/2024	AGENDA (10/2/23) - Testing fo...	1,470.70

Expense Approval Report

Payment Dates: 5/16/2024 - 5/29/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Power and Rubber Supply	3450791	05/23/2024	Blanket - Misc. Supplies for ...	60.91
Cintas	4192820964	05/23/2024	Payer # 14385521	183.71
Lowe's Home Centers Inc.	81004	05/23/2024	Blanket - Misc. Supplies for W...	18.66
Spire	INV0022218	05/23/2024	Northwood Garden Dr 87295...	18.94
Ricks Service Co LLC	2024-CNP-LS-Annual PM's	05/23/2024	AGENDA (4/1/24) - PS Genera...	10,095.00
Ricks Service Co LLC	2024-CNP-WD-Annual PM's	05/23/2024	WTP and Intake Generator Ma...	3,925.00
Ricks Service Co LLC	240507-CNP-HCLS-CI	05/23/2024	Generator Battery Replaceme...	311.74
Ricks Service Co LLC	240508-CNP-FTLS-CI	05/23/2024	Generator Battery Replaceme...	450.00
Ricks Service Co LLC	240509-CNP-BMLS-CI	05/23/2024	Generator Battery Replaceme...	341.00
Water Girl Consulting LLC	5172024	05/23/2024	AGENDA (5/6/24) - WW Grade...	6,875.00
Lowe's Home Centers Inc.	83502	05/23/2024	Wet/Dry Saw Blades	160.55
Lowe's Home Centers Inc.	84541	05/23/2024	Wasp Spray	26.52
Lowe's Home Centers Inc.	84541	05/23/2024	AA Batteries	19.93
Ferguson Enterprises LLC	1534617	05/23/2024	Curbstops	2,314.00
Ferguson Enterprises LLC	1535171	05/23/2024	8"x8" Rc Coupling Clay to Cl or...	93.09
Ferguson Enterprises LLC	1535171	05/23/2024	8" x 6" SWR GxG Red Coupling	95.84
Southern Pipe & Supply	9398162-00	05/23/2024	Metal Water Meter Lids	1,648.68
Southern Pipe & Supply	9538812-00	05/23/2024	Hydrant Wrench	24.79
Southern Pipe & Supply	9573192-00	05/23/2024	8" Clay x 8" PVC Ferncos for S...	114.00
Crimson Carpet & Flooring Inc	15952	05/23/2024	AGENDA (5/6/24) - LVP Floori...	19,976.00
Cintas	4193229709	05/23/2024	Payer # 14385564	98.08
Cintas	4193230092	05/23/2024	Payer # 14385434	394.85
Lowe's Home Centers Inc.	98198	05/23/2024	Blanket - Misc Supplies for W...	226.95
Department 39 - Utilities Total:				178,237.94
Department: 40 - Williamson Cemetery				
HudCo Landscape and Irrigati...	00027	05/23/2024	Williamson Cemetery - month...	2,222.22
Department 40 - Williamson Cemetery Total:				2,222.22
Department: 45 - 2019 Additional Sales Tax				
Sain Associates Inc	53684	05/23/2024	Safe Streets for All Safety Acti...	4,848.11
Ander's Hardware Co. Inc.	N1239513	05/23/2024	Community Center - door swe...	16.99
TTL Inc.	2137071	05/23/2024	Downtown Streetscape Phase ...	2,465.00
Sain Associates Inc	53772	05/23/2024	Safe Streets for All Safety Acti...	1,485.80
Amazon Capital Services	1VQW-NW4D-7YKW	05/23/2024	Community Center - janitorial ...	185.26
Department 45 - 2019 Additional Sales Tax Total:				9,001.16
Grand Total:				562,924.92

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	333,281.52
08 - TCRIC FUND	6,490.46
12 - COURT CORRECTIONS FUND	43,230.00
19 - GASOLINE EXCISE TAX FUND	810.00
22 - MUNICIPAL COURT JUDICIAL ADMIN FUND	875.00
50 - WATER & SEWER FUND	178,237.94
Grand Total:	562,924.92

Account Summary

Account Number	Account Name	Payment Amount
01-10151	Accounts Receivable-Ot...	25,277.06
01-10152	Accounts Receivable-AL...	37,127.14
01-15-000-50000	Salaries & Wages	647.02
01-15-000-50175	Sundry Expense	860.00
01-15-000-50250	Community Events	44.95
01-15-000-50357	Janitorial Contracts - City...	51.68
01-15-000-50359	Fuel & Oil	774.73
01-15-000-50366	Maintenance & Repair - ...	10.22
01-15-000-50371	Maintenance - Facilities	182.64
01-15-000-50383	Repair - Facilities	418.93
01-15-000-50561	Pest Control	79.00
01-15-600-80001	Infrastructure	3,263.26
01-17-000-50107	Office Furniture	1,076.00
01-17-000-50127	Software - License & Ma...	5,822.96
01-17-000-50175	Sundry Expense	135.00
01-17-000-50359	Fuel & Oil	214.32
01-17-000-50499	State & County Court Co...	1,058.01
01-21007	Security Deposits	300.00
01-22-000-50106	Office Equipment	1,841.48
01-22-000-50111	Software - License & Ma...	62,200.00
01-22-000-50348	Utilities - Internet	4,798.27
01-22-000-50376	Service Contracts	2,240.00
01-25-000-50105	Office Supplies	8.50
01-25-000-50107	Office Furniture	89.99
01-26-000-50105	Office Supplies	314.19
01-28-000-50436	Code Enforcement - We...	220.46
01-28-116-50112	Advertising - Planning C...	28.00
01-28-117-50112	Advertising - ZBA	336.00
01-32-000-50504	Power - Street Lights	136.19
01-32-600-81003	MPO - Watermelon Road	2,945.38
01-32-600-81005	MPO - Main Avenue	70,077.79
01-33-000-50359	Fuel & Oil	15,440.07
01-33-000-50363	Maintenance Contracts - ...	102.60
01-33-000-50367	Maintenance & Repair - ...	1,502.44
01-33-000-50399	Range Supplies	483.73
01-33-000-50562	Pest Control	179.00
01-35-210-50104	Printing & Duplication	236.00
01-35-210-50105	Office Supplies	341.32
01-35-210-50107	Office Furniture	170.05
01-35-210-50262	Hose and Hose Equipme...	649.00
01-35-210-50283	Uniforms	50.49
01-35-210-50301	Disaster Response Gear	193.53
01-35-210-50359	Fuel & Oil	3,857.17
01-35-210-50377	Supplies & Equipment - ...	45.95
01-35-210-50402	Training - Departmental	14.36
01-35-210-50560	Pest Control	128.00
01-35-211-50380	Repairs - Station 1	194.22

Account Summary

Account Number	Account Name	Payment Amount
01-35-213-50279	Living Quarters Supplies -..	1,388.00
01-35-223-50242	Medical Supplies - Rescue	562.50
01-35-600-80000	Equipment	32,920.00
01-37-310-50105	Office Supplies	189.96
01-37-310-50261	Contract Shirts & Pants	2,669.46
01-37-310-50303	Cleaning/Janitorial Suppl...	58.86
01-37-310-50312	Cell Phones	62.88
01-37-310-50359	Fuel & Oil	21,360.04
01-37-310-50423	Levee Spraying and Main...	7,685.42
01-37-311-50234	Supplies - Beautification	1,557.78
01-37-311-50238	Personal Safety Supplies ...	84.55
01-37-311-50387	Supplies - Community Ev...	186.31
01-37-312-50234	Supplies - Construction	396.85
01-37-314-50234	Supplies - Maintenance	76.69
01-37-315-50234	Supplies - Rights of Way	158.52
01-37-316-50234	Supplies - Shop	86.28
01-37-316-50238	Personal Safety Supplies ...	315.05
01-37-318-50360	Maintenance - Public W...	84.35
01-37-320-50360	Maintenance - Garbage ...	130.21
01-37-320-50380	Repairs - Garbage Trucks	-653.78
01-37-322-50380	Repairs - Heavy Trucks	215.08
01-37-323-50380	Repairs - Trash Trucks	6,018.83
01-37-324-50360	Maintenance - Vehicles	7.49
01-37-326-50380	Repairs - Mowers & Light..	9.18
01-37-328-50381	Repairs - Street Lights	320.53
01-40-000-50360	Maintenance - Williams...	2,222.22
01-45-000-54400	Economic & Community ...	6,333.91
01-45-000-54403	NPCC	202.25
01-45-600-54201	Downtown Streetscape	2,465.00
08-32-600-81005	MLK Improvements Proj...	6,490.46
12-33-000-50233	Metro Jail Expenses	43,230.00
19-32-000-60062	Resurfacing Projects - City	810.00
22-17-000-50373	Judicial Services	875.00
50-39-510-50106	Office Equipment	133.91
50-39-510-50111	Software - License & Ma...	1,875.00
50-39-510-50261	Contract Shirts and Pants	676.64
50-39-510-50359	Fuel & Oil	7,460.15
50-39-510-50394	Repairs - Heavy Equipm...	1,726.50
50-39-510-50403	Training - Technical	6,875.00
50-39-510-50473	Inventory Supplies	46.45
50-39-510-50520	Utilities - Natural Gas	18.94
50-39-510-50590	Utilities - Other	1,906.34
50-39-511-50106	Office Equipment	221.70
50-39-512-50105	Office Supplies	619.88
50-39-512-50106	Office Equipment	133.91
50-39-512-50300	Chemicals	18,313.40
50-39-512-50309	Hand Tools and Equipm...	18.66
50-39-512-50360	Maintenance	4,151.95
50-39-512-50454	Testing & Professional S...	1,470.70
50-39-513-50336	Repairs	19,782.39
50-39-513-50360	Maintenance	60.91
50-39-514-50431	Construction & Repair S...	3,962.68
50-39-514-50473	Inventory Supplies	185.34
50-39-515-50306	Emergency Repairs - Wa...	1,102.74
50-39-515-50389	Maintenance - Collectio...	44,595.00
50-39-515-50431	Construction & Repair S...	302.93
50-39-600-81203	WTP Building Envelope ...	19,976.00
50-39-600-81302	WWTP Outfall Enhance...	16,000.00

Account Summary

Account Number	Account Name	Payment Amount
50-39-600-81508	PS#2 Gravity Main/New...	473.90
50-39-600-81602	ARPA WTP Hypochroite/...	<u>26,146.92</u>
	Grand Total:	562,924.92

Project Account Summary

Project Account Key	Payment Amount
None	<u>562,924.92</u>
Grand Total:	562,924.92



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: June 3, 2024

SUBJECT: Purchase Requisition, Employee Reimbursement, Kelsey Taylor, \$14.36

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. The reimbursement is for the cost of his Advanced EMT State License cost of \$14.36.

Recommendation:

Approve this PO Request

Funding Source/GL Code:

GL Code No. 01-35-210-50402 Amount: \$14.36

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$14.36.

ADPH EMS License Renewal - 20240515000024612 - 1000003

ADPH EMS License Renewal

05/15/2024 06:09 PM

Thank you for completing your transaction.
Please save a copy of this receipt for your records.

Receipt Confirmation Number: 20240515000024612

Agency: ADPH

Application: EMS License Renewal

Application Type: Reclassification

Name: KELSEY R TAYLOR

License Number: 1000003

License Level: EMT

Reclassify As: Advanced EMT

License Status: Active

Item	Fee
Application Fee	\$12.00
Total Fee through Alabama.gov (learn more)	\$14.36

Technical Support
support@alabamainteractive.org

This online service is provided by Alabama Interactive, LLC, a third party, working under a contract awarded and administered by Alabama's Department of Finance as authorized under contract number MA 999 17000000171. The online price of items or services purchased through [Alabama.gov](https://alabama.gov), the state's official web portal, includes funds to develop, maintain, enhance and expand offerings of the state's portal.

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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: June 3, 2024

SUBJECT: Purchase Requisition, Esri, Inc. Renewal, \$14,233.08

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Engineering - NB

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting that the City Council approve the attached quote from Esri in the amount of \$14,233.08 for yearly renewal.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. Amount: \$14,233.08

Motion for Consideration:

I move that the City Council approve the attached quote from Esri in the amount of \$14,233.08 for yearly renewal.



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 05/16/2024
To: Jonathan Fikes
Organization: City of Northport
Information Technology
Fax #: 205-333-3046 **Phone #:** 205-339-7000

From: Daniella Resendez
Fax #: **Phone #:** + 19093692684 Ext. 2684
Email: dresendez@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #26205368
Document Date: 04/01/2024

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

Quotation

Date: 04/01/2024

Quotation Number: 26205368

City of Northport
Information Technology
PO Box 569
Northport AL 35476
Attn: Jonathan Fikes
Email: jfikes@cityofnorthport.org
Phone: 205-339-7000
Customer Number: 451396

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Daniella Resendez

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 07/01/2024 End Date: 06/30/2025 Subscription ID: 4636963299	1,750.00	1,750.00
1010	12	153147 ArcGIS Online Viewer Annual Subscription Start Date: 06/28/2024 End Date: 06/30/2025 Subscription ID: 4636963299	110.90	1,330.85
2010	6	153148 ArcGIS Online Creator Annual Subscription Start Date: 07/01/2024 End Date: 06/30/2025 Subscription ID: 4636963299	550.00	3,300.00
3010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance	5,900.00	5,900.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



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380 New York Street
Redlands, CA 92373
Phone: + 190936926842684

Quotation

Page 2

Date: 04/01/2024

Quotation Number: 26205368

Item	Qty	Material#	Unit Price	Extended Price
Start Date: 07/01/2024				
End Date: 06/30/2025				
4010	4	165531	221.81	887.23
ArcGIS Online Editor Annual Subscription				
Start Date: 06/28/2024				
End Date: 06/30/2025				
Subscription ID: 4636963299				
5010	1	165535	765.00	765.00
ArcGIS Online GIS Professional Basic User Type Annual Subscription				
Start Date: 07/01/2024				
End Date: 06/30/2025				
Subscription ID: 4636963299				
6010	3	178625	100.00	300.00
ArcGIS Business Analyst Web App Standard Online Annual Subscription				
Start Date: 07/01/2024				
End Date: 06/30/2025				
Subscription ID: 4636963299				
Item Subtotal				14,233.08
Estimated Tax				0.00
Total				USD 14,233.08

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



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Redlands, CA 92373
Phone: + 190936926842684

Quotation

Page 3

Date: 04/01/2024

Quotation No: 26205368

Customer No: 451396

Item	Qty	Material#	Unit Price	Extended Price
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Renew online by using a credit card, purchase order, or by requesting an invoice at <https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: June 3, 2024

SUBJECT: Purchase Requisition, Public Works Department Employee Uniforms, Ervin's Workwear & Boots, \$15,405.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department provides its employees with boots designed for safety and performance while they work. The Department is respectfully requesting payment approval in the amount of \$15,405.00, which covers the cost of one pair of boots for eligible employees during the 2024 calendar year, to Ervin's Workwear and Boots. This is an approved budget item included in the Fiscal Year 2024 Budget.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-310-50265 Amount: \$15,405.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$15,405.00 to Ervin's Workwear & Boots.



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: June 3, 2024

SUBJECT: Purchase Requisition, Irrigation System for New Public Works Building; Keeling Company, \$7,332.56

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: C.C. Thompson

Approved By: Tera Tubbs

Summary:

The Public Works Department has planned to install an irrigation system to help maintain the landscaping at their new office building. The system will be installed by City of Northport employees, but the Department is respectfully requesting approval to pay Keeling Company \$7,332.56, for all the necessary supplies and equipment.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-600-80006 Amount: \$7,332.56

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$7,332.56 to Keeling Company.

KEELING CO - TUSCALOOSA

945 MIMOSA PARK RD

TUSCALOOSA, AL 35405-4869

205-464-1320 Fax 205-464-1420

Quotation

QUOTE DATE	QUOTE NUMBER
05/21/24	S4512674
ORDER TO: KEELING CO - TUSCALOOSA 945 MIMOSA PARK RD TUSCALOOSA, AL 35405-4869 205-464-1320 Fax 205-464-1420	PAGE NO. 1

QUOTE TO:
CITY OF NORTHPORT ALABAMA
PO BOX 569
NORTHPORT, AL 35476-0569

SHIP TO:
CITY OF NORTHPORT ALABAMA
3500 MCFARLAND BLVD
NORTHPORT, AL 35476-3181

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		RELEASE NUMBER		SALESPERSON			
18183		New Public Works							
WRITER		SHIP VIA		TERMS		SHIP DATE		FREIGHT ALLOWED	
Jason Stephens 23		PK PICK-UP		NET 10TH PROX		05/21/24		No	
ORDER QTY	PART NO	DESCRIPTION				Net Prc		Ext Prc	
57ea	4225	1402 1/2" 1/2GPM BUBBLER A16120MX				6.362		362.63	
5EA	10202	SPXFLEX100 1/2"X100' SWING PIPE				30.937		154.69	
57ea	28455	3400005 1/2" MALE X 1/2 BARB ADAPTER				0.858		48.91	
85ea	5724	1806 6" POP UP SPRINKLER				6.556		557.26	
18ea	5747	1812 12" POP UP SPRINKLER				10.864		195.55	
200ea	2673	SBE050 1/2 MALE 1/2 BARB ELL				0.558		111.60	
11ea	3836	100PGA RAIN BIRD 1 VALVE 150PSI GLOBE/ANGLE				25.947		285.42	
22ea	4133	436-010 1 MALE ADAPTER PVC 40				1.150		25.30	
11ea	9810	VB10RND RAIN BIRD 10" VALVE BOX & GREEN COVER A11450				20.040		220.44	
900ft	1976	010-200 1" CL200 PVC PIPE BE				0.287		257.94	
300ft	2477	015-200 11/2 PVC PIPE CL200 BE				0.588		176.45	
150ea	4033	402-130 1 1 1/2 TEE CCT PVC 40				2.123		318.45	
50ea	4497	407-130 1 1/2 90 ELL CT PVC 40				2.635		131.75	
50ea	906	401-010 1 TEE CCC PVC 40				1.721		86.05	
50ea	1425	406-010 1 90 ELL CC PVC 40				1.295		64.75	
50ea	4997	417-010 1 45 ELL CC PVC 40				1.971		98.55	
2ea	4133	436-010 1 MALE ADAPTER PVC 40				1.150		2.30	
4ea	4151	436-015 11/2 MALE ADAPTER PVC 40				1.882		7.53	
2ea	10015	VBJMB RAIN BIRD JUMBO VALVE BOX W/GREEN LID A11430 18.7"L x 12.2"W x 12.1"H				54.645		109.29	
8ea	4151	436-015 11/2 MALE ADAPTER PVC 40				1.882		15.06	
1ea	4287	150PGA RAIN BIRD 11/2 VALVE 150PSI GLOBE/ANGLE				81.930		81.93	
3ea	5804	GV015 11/2 GATE VALVE BRASS IPS MATCO 514T07				33.105		99.32	
*** Continued on Next Page ***									

KEELING CO - TUSCALOOSA

945 MIMOSA PARK RD

TUSCALOOSA, AL 35405-4869

205-464-1320 Fax 205-464-1420

Quotation

QUOTE DATE	QUOTE NUMBER
05/21/24	S4512674
ORDER TO: KEELING CO - TUSCALOOSA 945 MIMOSA PARK RD TUSCALOOSA, AL 35405-4869 205-464-1320 Fax 205-464-1420	PAGE NO. 2

QUOTE TO:
CITY OF NORTHPORT ALABAMA
PO BOX 569
NORTHPORT, AL 35476-0569

SHIP TO:
CITY OF NORTHPORT ALABAMA
3500 MCFARLAND BLVD
NORTHPORT, AL 35476-3181

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		RELEASE NUMBER		SALESPERSON			
18183		New Public Works							
WRITER		SHIP VIA		TERMS		SHIP DATE		FREIGHT ALLOWED	
Jason Stephens 23		PK PICK-UP		NET 10TH PROX		05/21/24		No	
ORDER QTY	PART NO	DESCRIPTION				Net Prc		Ext Prc	
12ea	98854	**DO NOT USE FOR POTABLE WATER** RAIN BIRD 2W-1 DECODER SINGLE STATION DECODER COMPATIBLE WITH ESP-2WIRE CONTROLLER F55510				60.163		721.96	
1ea	98853	RAIN BIRD ESP-2WIRE CONTROLLER INDOOR/OUTDOOR 50 STATION CAPACITY (2W-1 DECODERS SOLD SEPARATELY) F55480				313.875		313.88	
3ea	2341	55993 218-025 QUART HOT BLUE PVC CEMENT				18.476		55.43	
3ea	712	55918 215-025 QUART JIM HD PVC CPVC PURPLE PRIMER				12.540		37.62	
1ea	3411	514601 SANDVIK 300 ORANGE HANDLE HAND SAW BAHCO 300141516				18.313		18.31	
1ea	93702	VC-0334 MCC USA 1" PVC CUTTER				47.374		47.37	
1BD	439	100 MARKER FLAGS RED 4X5 21"				12.012		12.01	
1BD	2823	100 MARKER FLAGS WHITE 4X5 21"				12.012		12.01	
1BD	61774	100 MARKER FLAGS LIME GLOW 4X5 21"				12.012		12.01	
1ea	52120	500' 14-2 BLUE MAXI COM CABLE 14MC41				258.797		258.80	
57ea	34690	PRO20G TREE STAKE KIT TREEFROG NYLON INCLUDES: (3) 3/4"X12' GREEN WEBBING (3) NYLON ANCHORS (3) TENSION BARS				12.973		739.46	
20ft	633	040-40 4 PVC PIPE SCH40 BE				2.590		51.80	
3ea	1540	406-040 4 90 ELL CC PVC 40				11.589		34.77	
3ea	1031	401-040 4 TEE CCC PVC 40				17.206		51.62	
3ea	1815	437-420 4 2 RED BUSH CC PVC 40				7.033		21.10	
*** Continued on Next Page ***									

KEELING CO - TUSCALOOSA

945 MIMOSA PARK RD

TUSCALOOSA, AL 35405-4869

205-464-1320 Fax 205-464-1420

Quotation

QUOTE DATE	QUOTE NUMBER
05/21/24	S4512674
ORDER TO: KEELING CO - TUSCALOOSA 945 MIMOSA PARK RD TUSCALOOSA, AL 35405-4869 205-464-1320 Fax 205-464-1420	PAGE NO. 3

QUOTE TO:

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NORTHPORT, AL 35476-3181

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		RELEASE NUMBER		SALESPERSON	
18183		New Public Works					
WRITER		SHIP VIA		TERMS		SHIP DATE	FREIGHT ALLOWED
Jason Stephens 23		PK PICK-UP		NET 10TH PROX		05/21/24	No
ORDER QTY	PART NO	DESCRIPTION				Net Prc	Ext Prc
103ea	79658	R-VAN24 RB ROTARY NOZZLE 17'-24' MAROON A84661				5.574	574.12
1ea	3754	112-950XLT 1 1/2" 950XLT DOUBLE CHECK VALVE BACKFLOW **DO NOT USE FOR POTABLE WATER**				959.115	959.12
* This is a quotation * Prices are subject to change without notice. Applicable taxes extra!						Subtotal	7332.56
						S&H CHGS	0.00
						Amount Due	7332.56



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: June 3, 2024

SUBJECT: Purchase Requisition, Landscaping Plants for New Public Works Building; Social Oak Nursery, \$5,496.45

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

A landscaping design was created for the new Public Works office building, which features Encore Azaleas, Wintergreen Boxwoods, Limelight Hydrangeas, Purple Pixie Loropetalum, and a Bloodgood Japanese Maple tree. The landscaping will be installed by City of Northport employees, but the Department is respectfully requesting approval to pay Social Oak Nursery \$5,496.45, for the plants.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-311-50234 Amount: \$5,496.45

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,496.45 to Social Oak Nursery.