

NORTHPORT CITY COUNCIL MEETING
MONDAY, JULY 15, 2024
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

1. Second Reading, Ordinance Amending the Municipal Code pertaining to Fees for Public Improvement, Assessments, and Property Information Letters - Ron Davis

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

1. First Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 4709 Highway 69 N - Julie Ramm
2. First Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 2910 Lurleen B. Wallace Blvd. - Julie Ramm
3. First Reading, Ordinance amending Chapter 28 of the Northport Municipal Code pertaining to Williamson Cemetery Rules and Regulations - Ron Davis

b. Resolutions of a Temporary Nature

1. Resolution Authorizing the City Administrator to Execute a Contract with CivilCON, LLC for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project - Contract A: Pump Station and Gravity Sewer - Tera Tubbs
2. Resolution Authorizing the City Administrator to Execute a Contract with CivilCON, LLC for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project - Contract B: Sewer Force Main - Tera Tubbs
3. Resolution Authorizing the Mayor to Enter into a Supplemental Agreement with the Alabama Department of Transportation for Resurfacing, Sidewalks, Lighting and Other Improvements on Main Avenue from Fifth Street to McFarland Boulevard - Tera Tubbs
4. Resolution Authorizing the City Administrator to Execute a Contract with Sports Contractors Unlimited, LLC for the River Run Park at Northport Shore - Athletic Fields Package - Tera Tubbs
5. Resolution Authorizing the Mayor to Execute an Easement with the Department of the Army for the William Bacon Oliver Lock and Dam Project - Tera Tubbs
6. Resolution Authorizing Water Service Outside of City Limits for Property Located at 13739 Blakely Lane - Ron Davis
7. Resolution Authorizing the City Administrator to enter into an agreement with The U.S. Department of Veterans Affairs Police - Gerald Burton
8. Resolution Authorizing the City Administrator to Execute a Contract with The Appraisal and Consultant Group, Inc. for Main Avenue Revitalization Project Review Appraisal Services - Tera Tubbs

c. Consent Agenda

1. Minutes, July 1, 2024 - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, Redpoint Audiovisual, Hard of Hearing Equipment for Council Chambers, \$6,009.20 - Glenda Webb

4. Purchase Requisition, Employee Reimbursement, Reginald Eppes, \$144.00 -
Chief Bart Marshall

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

- a. Engineering
- b. Legal Department
- c. Planning Inspections Department
 1. Second Reading, Ordinance for annexation of approximately 0.59 acres located at 4204 68th Avenue with zoning designation of RS-1 (Single-Family Residential). - Julie Ramm
 2. Second Reading, Ordinance for annexation of approximately 3.84 acres located at 8790 Highway 43 N with zoning designation of O-I (Office Institutional). -
- 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: July 15, 2024

SUBJECT: Second Reading, Ordinance Amending the Municipal Code pertaining to Fees for Public Improvement, Assessments, and Property Information Letters

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

The City frequently receives requests for information, typically from real estate professionals, as part of real estate closings to determine if there are any municipal assessments against a particular property. For commercial real estate transactions, these requests are often more detailed. This ordinance will amend Code Section 66-1, which set the assessment letter fee at \$5.00 in 1990, to update the fees and provide more options for requesters. The process will now take place through CitizenServe, which will allow requesters to select which options they need. These costs will be cumulative, so for all four, the fee would be \$155.00 (or more depending on whether electronic copies are available or not). This amendment was recommended by the Finance Committee at their regular meeting of June 17, 2024.

Recommendation:

Adopt the attached Ordinance.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt the Ordinance amending the Northport Municipal Code pertaining to fees for public improvement, assessments, and property information letters.

ORDINANCE NO.

**ORDINANCE AMENDING THE NORTHPORT MUNICIPAL CODE PERTAINING TO
FEES FOR PUBLIC IMPROVEMENT, ASSESSMENTS, AND PROPERTY
INFORMATION LETTERS**

WHEREAS, the City frequently receives requests for information as part of real estate closings to determine if there are any municipal assessments against a particular property; and

WHEREAS, since 1990 fees for public improvement searches and certificates were set at \$5.00 for each separate tract of land to be reported on; and

WHEREAS, said fees need to be updated and may be modified by the City Administrator to reflect actual costs and time utilized by the City in responding to these requests; and

WHEREAS, these requests will be processed through CitizenServe which will allow the requesters to select options of what they are requesting for each property and the costs will be cumulative; and

WHEREAS, said amendment was recommended by the Finance Committee on June 17, 2024.

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

1. The City hereby amends Chapter 66, Article I, Sec. 66-1 of the Northport Municipal Code, as set forth in Exhibit “A” which is attached hereto and incorporated by reference as if fully set out verbatim and hereby repeals the existing Section 66-1.
2. The City hereby amends Chapter 2, Article II, Sec. 2-42 of the Northport Municipal Code by adding a cross-reference footnote, as set forth in Exhibit “B” which is attached hereto and incorporated by referenced as if fully set out verbatim.

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

ORDAINED this the 15th day of July 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 15th day of July 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: July 1, 2024
Motion By: Wiggins
2nd Reading: July 15, 2024
Motion By:
Second By:
Publication:

EXHIBIT “A”

Chapter 66, Article I, Sec. 66-1 - Fees for Public Improvement, Assessments & Property Information Letter

Type of Letter	Fee (per parcel)	Associated Services and Information
Assessment Letter	\$35.00	Review for municipal assessments against property.
Zoning Verification Letter	\$35.00	Confirm zoning of parcel.
Certificate of Occupancy Letter	\$35.00	Provide most recent certificate of occupancy.
Property Information Letter	\$50.00 (Electronic Copy) Plus Copy Costs (if no electronic copy is available)	As-built plans, or survey, if any are on record with the City.
Additional Information	Per request	Availability and fees for any additional information will be determined on a case-by-case basis. The City will not verify any environmental related requests or enviromental suitability, including floodplain information. The City will not review, verify, or search County or probate records.

These amounts may be modified by the City Administrator in the future to reflect actual costs and time utilized by the City in responding to these requests.

This fee schedule is only available if it is related to real estate closings.

EXHIBIT “B”

Sec. 2-42. Policy regarding availability of public records.

- (a) *Recognition of public's right.* The city recognizes and supports the public's right to inspect and make copies of public records in accordance with Alabama law and to that end it will make public records available for public inspection and copying on a reasonable basis subject to the policies established herein.
- (b) *Request.* Municipal records fall into different categories, most of which are available to the public and some of which cannot be made available to the public. Ordinances, resolutions, the City Code, deeds, easements, permits, contracts, budgets, etc., are, as a general rule, available to the public for inspection and copying. All requests to review and/or inspect public records must be made in writing on the form provided by the city. A photo ID of the person requesting the documents shall be provided to verify the identity of the person making the request.
- (c) *Response.* If a citizen is requesting a record that is not exempt which they can reference with particularity, then the record shall be made available for inspection or copying in accordance with this policy.
- (d) *Costs.* The first hour of city staff time responding to a request is free for any individual resident of Tuscaloosa County; there shall be a charge for any employee time after the first free hour, if applicable, at the employee's hourly cost to the city. Request cannot be split to avoid charges. Time will be charged for researching and locating the requested documents. This charge shall also include the time of an employee being present while the document or documents are being inspected by the requesting party to ensure that all documents and records are properly preserved.

In the event the person requests copies of public documents, there will be no copying charge for the first ten pages for any Tuscaloosa County resident and a \$.25 charge for each page thereafter for eight and one-half by 14 inches. Actual cost will be charged for other sized documents.

The one hour of free staff time and ten free copies shall be available to the same individual making multiple requests one time each calendar year.

The city may waive these costs if the request is not voluminous or time consuming and is made by a bonafide member of the press or media.

The city shall provide all elected officials and all announced candidates for an elected position on the city council or mayor up to ten copies of district and or city maps at no cost.

- (e) *Payment.* All personnel and copying charges must be paid to the city prior to the release of the documents by the city. The city may require the payment of an estimate in advance if the request is anticipated to take a substantial amount of employee time or the copying of large amounts of documents. Any excess in payment will be returned to the requestor by the city.
- (f) *Unlawful to remove documents.* It shall be unlawful for any person to remove original city documents from a city building or otherwise deface, alter, or destroy any original city documents. Such action is a crime and is punishable by a fine of up to \$500.00 per page and/or up to six months in jail for each offence as well as otherwise provided by state law.
- (g) *Procedure for making requests.* All requests to inspect public records of the city or for copies of public records of the city shall be made in writing on the form provided by the city for this purpose. the request shall be mailed to the city administrator/clerk or hand delivered to the front desk of city hall. The envelope shall prominently be marked as a "PUBLIC RECORDS REQUEST."

The form provided by the city shall be completed in full by the person making this request. The person making each request shall fully identify the person making the request or the person or entity on whose behalf the request is being made. The requesting party shall attach a photo ID to the request to ensure that the records requested are provided to and paid for by the requesting party.

The response by the city shall not interfere with the normal operation of the city or the normal job duties of city employees.

Written requests for public records. All requests shall be presented to the front desk at city hall clearly marked "PUBLIC RECORDS REQUEST." A response to the request shall be made by the city administrator/clerk, the records custodian of all city records, or by the city attorney.

- (h) *Exceptions.* Certain other records, such as law enforcement investigative reports or prosecution information, certain information in litigation files, certain information in personnel records, communications with city attorneys, records the disclosure of which would be detrimental to the public interest, safety or welfare, working papers or drafts of documents, information relating to taxes paid by a particular business, records not subject to disclosure or copying by law or by licensing agreement shall be exempt. Such records and information restricted by federal or state law which restricts or prohibits its dissemination to the public and such records or information restricted by the United States and Alabama Departments of Homeland Security. Pursuant to Code of Ala. 1975, § 36-12-40, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. § 5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. § 388.113(c)(1) as amended), public works projects exempted by Code of Ala. 1975, § 39-2-2(g), the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records the disclosure of which would otherwise be detrimental to the best interests of the public shall be exempted and may not be available for public inspection, release or copying. Any public officer who receives a request for records that may appear to relate to critical infrastructure or critical energy infrastructure information, shall notify the owner of such infrastructure in writing of the request and provide the owner an opportunity to comment on the request and on the threats to public safety or welfare that could reasonably be expected from public disclosure on the records. This policy does not apply to making records available to parties with whom the city has a contractual, professional or similar relationship or where the release of records is to the benefit of the city.

In addition, all documents protected by the attorney client privilege, the attorney work product doctrine, documents determined by federal law, state law, court opinions, opinions of the State of Alabama Attorney General's Office or the disclosure of which will result in undue harm to the public interest or where the public interest will be unduly affected where balanced with the reason provided for the making of the request shall also be exempt.

Note(s)—Records request form may be obtained on the city's website at www.cityofnorthport.org .

Note(s) – Fees for Assessment and property information related to real estate closings can be found in Chapter 66, Article I Sec. 66-1.

(Ord. No. 1897 , Exh. A, 4-4-16; Ord. No. 2060 , § 1(Exh. A), 12-14-20)



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

AGENDA ITEM NO. 9.a.1.

MEETING DATE: July 15, 2024

SUBJECT: First Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 4709 Highway 69 N

Unfinished Business:

Public Hearing:

New Business: X

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 4709 Highway 69 N is unsafe and dangerous to public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

Recommendation:

That this structure be demolished.

Funding Source/GL Code:

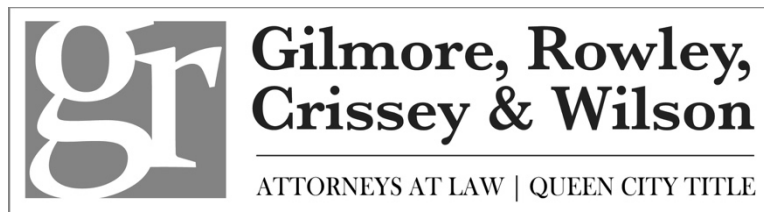
GL Code No. 01-45-000-54101 Amount: \$

Motion for Consideration:

None needed for a first reading.

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

Tara R. Carpenter
Queen City Title Manager



May 24, 2024

VIA EMAIL TO tmitchell@cityofnorthport.org

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

**RE: Request for Title Report
4709 Hwy 69N, Northport, Alabama 35473**

Dear Tyler:

Per your request, we have examined title from November 27, 1996 through May 15, 2024 and offer the following summary on the above referenced property. Copies of referenced documents may be provided upon request.

Address: 4709 Hwy 69N, Northport, Alabama 35473

Tax Id: 63 31 02 03 2 008 013.000

Legal: Part of the East Half of the Northwest Quarter of Section 3, Township 21 South, Range 10 West, and also part of Lot 20 of Leland Subdivision being recorded in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 4, at Pages 118- 119, and being more particularly described as follows: Commence at the Northeast corner of said Lot 20; thence run Westwardly and along the North line of said Lot 20, 299.96 feet to the Point of Beginning; thence continue Westwardly and along said course 380.78 feet to a point on the East right of way of Crabbe Road (Hwy 69N), said right of way measuring 40 feet from centerline; thence with an interior angle right of 101 degrees 58 minutes run Southwestwardly and along said right of way 102.10 feet; thence with an interior angle right of 77 degrees 58 minutes run Eastwardly 337.91 feet; thence with an interior angle right of 122 degrees 49 minutes run Northeastwardly 118.37 feet to the Point of Beginning, thus making a closing interior angle right of 57 degrees 15 minutes.

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

Assessed to: Sixty-Nine North, LLC
1223 County Rd 367
Florence, AL 35634

Tax Amount: Property taxes for 2023 in the amount of \$470.47 were paid on October 26, 2023.

Title: The source deed for the property is that certain quit claim deed, from John Douglas Gattman, a married man to Sixty-Nine North, LLC, an Alabama limited liability company, dated February 28, 2019 and recorded on March 21, 2019 in Deed Book 2019, at Page 5560 in the Probate Office of Tuscaloosa County, Alabama.

Mortgages: None.

Judgments
/ Liens: None.

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

1. Any encroachments, overlaps, unrecorded easements, deficiency in quantity of grounds, or any matters not of record, which would be disclosed by an accurate and/or up-to-date survey and inspection of the premises;
2. All property taxes on this parcel;
3. There are no recorded municipal or zoning assessments against these properties; however, you are charged with the knowledge of any such assessment and/or improvement that may give rise to an assessment that would be known upon inspection of the properties;
4. All rights of way, easements and restrictive covenants applicable to this property recorded in the Probate records of Tuscaloosa County;
5. We do not make any representation with regard to lack of corporate authority in the event a corporation or other entity is in the chain of title;
6. We do not make any representation with regard to any state of facts constituting an objection to title or use of the properties by virtue of any non-compliance with state and local zoning or subdivision statutes and ordinances;
7. Rights of parties in possession other than the record owner(s);

8. All reservation of oil, gas and mineral interests reserved by prior grantors or owners of these properties;
9. We have not requested or preformed an environmental audit and make no such representations regarding the same as to the past or present condition of the properties for hazardous substances;
10. We do not make any representation with regard to the exact amount of acreage or square feet contained in the property;
11. We do not make any representation with regard to mineral and mining rights; and
12. We do not make any representation with regard to the legal right of access to and from the property.

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

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

This report is made effective as of **8:00 a.m. May 15, 2024.**

Very truly yours,

/s/ Adrian M. Rowley

Adrian M. Rowley

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



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

May 29, 2024

Sixty-Nine North, LLC

1223 County Road 367

Florence, AL 35634

**RE: NOTICE OF UNSAFE STRUCTURE AT – 4709 Highway 69 N, Northport, AL 35473
TAX PARCEL I.D. # 63-31-02-03-2-008-013.000**

To Whom It May Concern:

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

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

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

Sixty-Nine North, LLC

May 29, 2024

Page Two

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

Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: (Photograph and Inspection Report)

cc: City Administrator



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

PURSUANT to Article II (Demolition of Unsafe Buildings) of the Northport City Code, the Building Inspector for the City of Northport has found that the structure(s), building(s), party wall(s) and/or foundation(s), or parts thereof, located at **4709 Highway 69 N** in the City of Northport, which real property was last assessed for state taxes by **Sixty-Nine North, LLC**, is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare to the extent that it is a public nuisance.

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

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

Tyler Mitchell, Chief Building Inspector



CITY OF NORTHPORT

OWNER: Sixty-Nine North, LLC

MAILING ADDRESS: 1223 County Road 367, Florence, AL 35634

LOCATION OF STRUCTURE: 4709 Highway 69 N, Northport, AL 35473

May 29, 2024

NOTICE

DO NOT REMOVE

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

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

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

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

BUILDING OFFICIAL

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **4709 Highway 69 N, Northport, AL 35473**
OWNER: **Sixty-Nine North, LLC**

PROPERTY MAINTANANCE CODE

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

ORDINANCE NO.

ORDINANCE ORDERING DEMOLITION OF UNSAFE STRUCTURES

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

4709 Highway 69 N, Northport, AL 35473

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

WHEREAS, on the 5th day of August, 2024, a public hearing was held by the Northport City Council, at which time the Chief of Building Inspections for the City of Northport appeared and set forth reasons for his findings.

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

1. That the Northport City Council finds that the following building, structure, or part thereof, or party wall or foundation, in the City of Northport, to-wit: **4709 Highway 69 N, Northport, AL 35476** is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance.
2. That the aforementioned building, structure, or part thereof, or party wall or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Sections 11-53B-1, et seq., Code of Alabama (1975), as amended.
3. The provisions of this Ordinance are separable. If any part or parts of this Ordinance are declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining part or parts thereof shall continue in full force and effect.
4. This Ordinance expressly does not repeal any other provisions of the Code of Ordinances of the City of Northport, Alabama.
5. This Ordinance shall become effective immediately upon its passage or otherwise becoming law.

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

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this the 5th day of August, 2024

Dr. John Hinton, Mayor

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

Glenda Webb.
City Administrator-Clerk

1st Reading: July 15, 2024
Motion:
2nd Reading: August 5, 2024
Motion By:
Second By:
Publication:





NEVER
LOLESS
• EDK •
Friday 14.01.2015























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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: July 15, 2024

SUBJECT: First Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 2910 Lurleen B. Wallace Blvd.

Unfinished Business:

Public Hearing:

New Business: X

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 2910 Lurleen B. Wallace Blvd. is unsafe and dangerous to public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

Recommendation:

That this structure be demolished.

Funding Source/GL Code:

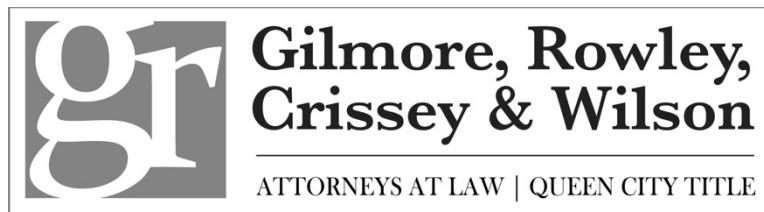
GL Code No. 01-45-000-54101 Amount: \$

Motion for Consideration:

none needed for the first reading.

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

Tara R. Carpenter
Queen City Title Manager



May 24, 2024

VIA EMAIL TO tmitchell@cityofnorthport.org

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

**RE: Request for Title Report
2910 Lurleen B. Wallace Blvd, Northport, Alabama 35476**

Dear Tyler:

Per your request, we have examined title from October 5, 2001 through May 15, 2024 and offer the following summary on the above referenced property. Copies of referenced documents may be provided upon request.

Address: 2910 Lurleen B. Wallace Blvd, Northport, Alabama 35476

Tax Id: 63 31 02 10 2 004 002.000

Legal: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF AS IF SET OUT FULLY AT THIS POINT.

Assessed to: Armstrong Oil Company, Inc.
2870 Old Rocky Ridge Rd.
Ste 110
Birmingham, AL 35243

Tax Amount: Property taxes for 2023 in the amount of \$3,150.07 were paid on October 30, 2023.

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

Title: The source deed for the property is that certain special warranty deed, from GS Lurleen Wallace Boulevard, LLC, a Delaware limited liability company to Armstrong Oil Company, Inc., an Alabama corporation, dated May 22, 2023 and recorded on June 15, 2023 in Deed Book 2023, at Page 13606 in the Probate Office of Tuscaloosa County, Alabama.

Mortgages: None.

Judgments
/ Liens: None.

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

1. Any encroachments, overlaps, unrecorded easements, deficiency in quantity of grounds, or any matters not of record, which would be disclosed by an accurate and/or up-to-date survey and inspection of the premises;
2. All property taxes on this parcel;
3. There are no recorded municipal or zoning assessments against these properties; however, you are charged with the knowledge of any such assessment and/or improvement that may give rise to an assessment that would be known upon inspection of the properties;
4. All rights of way, easements and restrictive covenants applicable to this property recorded in the Probate records of Tuscaloosa County;
5. We do not make any representation with regard to lack of corporate authority in the event a corporation or other entity is in the chain of title;
6. We do not make any representation with regard to any state of facts constituting an objection to title or use of the properties by virtue of any non-compliance with state and local zoning or subdivision statutes and ordinances;
7. Rights of parties in possession other than the record owner(s);
8. All reservation of oil, gas and mineral interests reserved by prior grantors or owners of these properties;
9. We have not requested or preformed an environmental audit and make no such representations regarding the same as to the past or present condition of the properties for hazardous substances;

10. We do not make any representation with regard to the exact amount of acreage or square feet contained in the property;
11. We do not make any representation with regard to mineral and mining rights;
12. We do not make any representation with regard to the legal right of access to and from the property; and
13. Memorandum of Lease to Quality Drive-In I, LLC as recorded in Deed Book 2023, at Page 13614 in the Probate Office of Tuscaloosa County, Alabama.

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

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

This report is made effective as of **8:00 a.m. May 15, 2024.**

Very truly yours,

/s/ Adrian M. Rowley

Adrian M. Rowley

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

EXHIBIT "A"

A parcel of land located in the SW 1/4 of the NW 1/4 of Section 10, Township 21 South, Range 10 West, in Tuscaloosa County, Alabama, more particularly described as follows:

Commencing at a 1/2" iron pipe found at the northwest corner of Lot 8 of Block 3, of Kennedy's Addition to the City of Northport, Alabama as recorded in Plat Book 2, Page 36 in the Probate Office of Tuscaloosa County, Alabama; said point lying on the east right of way of 20th Avenue (40 foot right of way); thence run along said right of way a chord distance of 100.06 feet; said chord bearing North 01°00'00" East, to a 1/2" iron pipe found at the POINT OF BEGINNING; thence, continue along the east right of way of said 20th Avenue on the arc of a calculated curve concave eastwardly, said curve having a calculated radius of 1444.10 feet and a calculated delta angle right of 04°22'35" a distance of 110.31 feet to a 1/2" iron pipe found (the chord subtending said calculated arc bearing North 04° 18'05" East 110.28 feet); thence depart said right of way and run South 84°30'18" East a distance of 194.18 feet to a 1/2" rebar and cap set on the west right of way of Lurleen Wallace Boulevard (Alabama Highway 69) (120-foot right of way); thence, run South 00°47'28" West along the west right of way of said Lurleen Wallace Boulevard a distance of 110.00 feet to a 1/2" rebar and cap set; thence, depart said right of way and run North 84°41'02" West a distance of 200.90 feet to the POINT OF BEGINNING.

Address: 2910 Lurleen B Wallace Blvd, Northport, AL 35476



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

May 29, 2024

Armstrong Oil Company, Inc.

2870 Old Rocky Ridge Road, Ste. 110

Birmingham, AL 35243

**RE: NOTICE OF UNSAFE STRUCTURE AT – 2910 Lurleen B. Wallace Blvd. Northport, AL
35476
TAX PARCEL I.D. # 63-31-02-10-2-004-002.000**

To Whom It May Concern:

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

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

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

Armstrong Oil Company, Inc.

May 29, 2024

Page Two

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

Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: (Photograph and Inspection Report)

cc: City Administrator



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

PURSUANT to Article II (Demolition of Unsafe Buildings) of the Northport City Code, the Building Inspector for the City of Northport has found that the structure(s), building(s), party wall(s) and/or foundation(s), or parts thereof, located at **2910 Lurleen B. Wallace Blvd.** in the City of Northport, which real property was last assessed for state taxes by **Armstrong Oil Company, Inc.**, is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare to the extent that it is a public nuisance.

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

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

Tyler Mitchell, Chief Building Inspector



CITY OF NORTHPORT

OWNER: Armstrong Oil Company, Inc.

MAILING ADDRESS: 2870 Old Rocky Ridge Road, Ste. 110, Birmingham, AL 35243

LOCATION OF STRUCTURE: 2910 Lurleen B. Wallace Blvd. Northport, AL 35476

May 29, 2024

NOTICE

DO NOT REMOVE

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

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

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

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

BUILDING OFFICIAL

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **2910 Lurleen B. Wallace Blvd., Northport, AL 35473**
OWNER: **Armstrong Oil Company, Inc.**

PROPERTY MAINTANANCE CODE

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

ORDINANCE NO.

ORDINANCE ORDERING DEMOLITION OF UNSAFE STRUCTURES

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

2910 Lurleen B. Wallace Blvd. Northport, AL 35476

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

WHEREAS, on the 5th day of August, 2024, a public hearing was held by the Northport City Council, at which time the Chief of Building Inspections for the City of Northport appeared and set forth reasons for his findings.

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

1. That the Northport City Council finds that the following building, structure, or part thereof, or party wall or foundation, in the City of Northport, to-wit: **2910 Lurleen B. Wallace Blvd. Northport, AL 35476** is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance.
2. That the aforementioned building, structure, or part thereof, or party wall or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Sections 11-53B-1, et seq., Code of Alabama (1975), as amended.
3. The provisions of this Ordinance are separable. If any part or parts of this Ordinance are declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining part or parts thereof shall continue in full force and effect.
4. This Ordinance expressly does not repeal any other provisions of the Code of Ordinances of the City of Northport, Alabama.
5. This Ordinance shall become effective immediately upon its passage or otherwise becoming law.

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

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this the 5th day of August, 2024

Dr. John Hinton, Mayor

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

Glenda Webb.
City Administrator-Clerk

1st Reading: July 15, 2024
Motion:
2nd Reading: August 5, 2024
Motion By:
Second By:
Publication:



















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

AGENDA ITEM NO. 9.a.3.

MEETING DATE: July 15, 2024

SUBJECT: First Reading, Ordinance amending Chapter 28 of the Northport Municipal Code pertaining to Williamson Cemetery Rules and Regulations

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

The Williamson Cemetery Board met and would like to amend Chapter 28 of the Northport City Code to state that there will be two clean-ups of the Williamson Cemetery each year, to occur on the second week of March and the second week of September.

Recommendation:

That you offer the attached Ordinance for a 1st Reading.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to offer for 1st reading, the Ordinance amending Chapter 28 of the Northport Municipal Code pertaining to Williamson Cemetery Rules and Regulations.

ORDINANCE NO.

**ORDINANCE AMENDING CHAPTER 28 OF THE NORTHPORT MUNICIPAL CODE
PERTAINING TO WILLIAMSON CEMETERY RULES AND REGULATIONS**

WHEREAS, the City Council of the City of Northport previously appointed a Williamson Cemetery Board; and

WHEREAS, the Williamson Cemetery Board recommends amending Chapter 28 of the Northport Municipal Code stating that there will be two clean ups of the cemetery each year, to occur on the second week of March and the second week of September.

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

1. The City hereby amends Chapter 28, Sec. 28-6 of the 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.

ORDAINED this the _____ day of _____, 20__.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the _____ day of _____, 20__.

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: July 15, 2024

Motion By:

2nd Reading:

Motion By:

Second By:

Publication:

EXHIBIT “A”

Sec. 28-6. General regulations.

- (a) It is the intent of the city to maintain Williamson Cemetery in a dignified, reverent manner that is respectful of the family. Toward that end, the long-term placement of items other than live plants or shrubs is prohibited. The city reserves the right to remove items such as aged and faded artificial flowers, boxes, shells, toys, glassware, sprinkling cans, shepherd hooks, solar lights (of any type), receptacles, or similar items. **The city shall conduct biannual cleanups at Williamson Cemetery; said cleanups to be the second week of March and the second week of September.**
- (b) All flowers shall be removed two weeks after interment and then limited to one container or vase. Any container, vase, artificial or fresh flowers that are faded, broken or wilted will be removed by the city.
- (c) The city is not responsible for theft or damage to any personal property, including flowers, decorations, artifacts, personal effects, etc. placed on or near interment spaces or elsewhere in the cemetery.
- (d) Placement of granite, marble or wrought iron benches shall be permitted upon obtaining prior approval of the city. No wooden or concrete benches or chairs, or trellis of any type shall be permitted upon the cemetery grounds.
- (e) No person shall be permitted to enter or leave the cemetery except by the public gate, during posted visiting hours. Any persons, not an employee of the city, without prior authorization from the city, found on the grounds after dark will be considered a trespasser.
- (f) All funeral activities shall be subject to the supervision of a duly licensed funeral director and/or authorized representative of the city.
- (g) Automobiles shall not be driven through the cemetery grounds in excess of 10 mph and shall only be allowed on the designated drives. Vehicles with a gross weight of 15,000 lbs. or more are not permitted on cemetery roads.
- (h) No person shall, in any way, disturb the quiet and good order of the cemetery.
- (i) All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker, or memorial or in any way deface the grounds of the cemetery.
- (j) No trees, shrubs, or other plants may be placed in the cemetery without prior approval from the board. Said plants may be removed at the sole discretion of the city.
- (k) The cemetery grounds are considered sacred and the provisions and penalties of the law, as provided by statute will be strictly enforced in all cases of wanton injury, disturbance, and disregard.
- (l) Solicitation by vendors on cemetery property is strictly prohibited. No signs, notices or advertising may be placed on cemetery grounds and such items will be removed by the city.
- (m) All pets must accompany their owner. The owner shall be responsible for cleaning up pet feces within the cemetery. All owners shall adhere to subsection 14-72(b) of this Code. "It shall be unlawful for any person owning, keeping, possessing, harboring, or maintaining a dog to cause, allow, or permit such dog to run or be at large upon any street, alley, thoroughfare, sidewalk, or public place in the city unless such dog is attached to a leash, cord, or chain of not more than six feet in length and secured to a collar, with swivel connections, in such manner as to effectively prevent the escape of the dog, and with the leash, cord, or chain being in the hands of the owner or other person in charge of such dog."

(Ord. No. 1940 , § 1(Exh. A), 10-2-17)



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: July 15, 2024

SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with CivilCON, LLC for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project - Contract A: Pump Station and Gravity Sewer

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

The City of Northport opened bids for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project - Contract A: Pump Station and Gravity Sewer on June 18, 2024. This project will increase the capacity and effectiveness of receipt of wastewater. The lowest responsible bidder was CivilCON, LLC in the amount of \$4,135,257.84. The Engineering Department is requesting authorization to award the contract pending Alabama Department of Environmental Management (ADEM) approval. The City has received a grant and State Revolving loan funds to cover project costs on a reimbursable basis.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

GL Code No. 50-39-600-81508 Amount:\$4,135,257.84

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a contract with CivilCON, LLC for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project - Contract A: Pump Station and Gravity Sewer pending ADEM approval in the amount of \$4,135,257.84.

RESOLUTION NO. 24-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CIVILCON, LLC FOR THE HIGHWAY 82 PUMP STATION, GRAVITY SEWER, AND FORCE MAIN PROJECT - CONTRACT A: PUMP STATION AND GRAVITY SEWER

WHEREAS, the City of Northport opened bids for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project - Contract A: Pump Station and Gravity Sewer on June 18, 2024; and,

WHEREAS, bids were received from four respondents; and,

WHEREAS, CivilCON, LLC was the lowest responsible bidder with a total bid, including base bid and alternate no. 1, in the amount of \$4,135,257.84; and,

WHEREAS, said project is funded in part by American Recovery Plan Act grant funds and Clean Water State Revolving Funds through the Alabama Department of Environmental Management; and,

WHEREAS, pending Alabama Department of Environmental Management approval, the Engineering department is requesting that the City Council authorize the City Administrator to accept the base bid and alternate no. 1 and execute a contract with CivilCON, LLC for Highway 82 Pump Station, Gravity Sewer, and Force Main Project - Contract A: Pump Station and Gravity Sewer in the amount of \$4,135,257.84.

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 CivilCON, LLC in the amount of \$4,135,257.84 for Highway 82 Pump Station, Gravity Sewer, and Force Main – Contract A: Pump Station and Gravity Sewer.

RESOLVED AND DONE this 15TH day of JULY 2024.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: July 15, 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

June 25, 2024

Mr. Brad Matthews, P.E.
Assistant City Engineer
City of Northport
3500 McFarland Boulevard
Northport, Alabama 35476

Re: **Highway 82 Pump Station, Gravity Sewer, and Force Main**
ADEM CWSRF Project No. CS010621-07
City of Northport, Alabama

Dear Brad:

Bids for Contract A: Pump Station and Gravity Sewer and Contract B: Sewer Force Main for the referenced project were received and opened at 2:00 p.m. on Tuesday, June 18, 2024, in the Council Chambers of Northport City Hall. Enclosed are the Certified Bid Tabulations, which show CivilCON, LLC to be the lowest responsible bidder for both contracts.

Pending ADEM Approval, it is recommended that the City award CivilCON, LLC the construction of Contract A: Pump Station and Gravity Sewer for **\$4,135,257.84**, which equates to the Total Base Bid (\$4,237,757.84) combined with Alternate No. 1 (cost savings of \$102,500.00), and the construction of Contract B: Sewer Force Main for the Total Base Bid amount of **\$1,425,717.15**.

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

Sincerely yours,

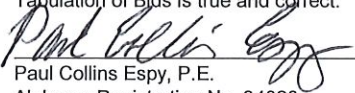
THE CASSADY COMPANY, INC.

Collins Espy, P.E.

PCE

Enclosures

cc: File No. 20-135

CERTIFICATE I, Paul Collins Espy, P.E., a Registered Professional Engineer in the State of Alabama and of the firm, The Cassady Company, Inc., do hereby certify that, to the best of my knowledge, the following Tabulation of Bids is true and correct.  Paul Collins Espy, P.E. Alabama Registration No. 34828				TABULATION OF BIDS For the construction of Highway 82 Pump Station, Gravity Sewer, and Force Main, ADEM CWSRF Project No. CS010621-07 - Contract A: Pump Station and Gravity Sewer for the City of Northport, Alabama with bids opened at 2:00 p.m., local time, in the Council Chambers of Northport City Hall located at 3500 McFarland Boulevard in Northport, Alabama.							
				CivilCON LLC 1050 Lurleen B. Wallace Blvd S Tuscaloosa AL 35401 (205) 758-1948 Alabama License No. 59175		REV Construction, Inc. 5801 Grover Burchfield Drive Tuscaloosa AL 35401 (205) 349-1860 Alabama License No. 40131		John Plott Company, Inc. 2804 Rice Mine Road NE Tuscaloosa AL 35406 (205) 345-5678 Alabama License No. 9266		Norris Brothers Excavating 22 Northside Lane Crossville TN 38571 (931) 277-5665 Alabama License No. 49033	
BID ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1.0	LS	Mobilization and Demobilization (Maximum 5% of Total Base Bid)	\$174,808.13	\$174,808.13	\$120,000.00	\$120,000.00	\$390,000.00	\$390,000.00	\$0.00	\$0.00
2	1.0	LS	Pump Station Sitework	\$242,875.00	\$242,875.00	\$450,000.00	\$450,000.00	\$1,388,000.00	\$1,388,000.00	\$225,000.00	\$225,000.00
3	1.0	LS	Highway 82 Pump Station (Base Bid - Conventional)	\$1,234,125.00	\$1,234,125.00	\$1,770,000.00	\$1,770,000.00	\$1,518,902.00	\$1,518,902.00	\$1,875,000.00	\$1,875,000.00
4	1.0	LS	Pump Station Generator and Transfer Switch	\$200,000.00	\$200,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$125,000.00	\$125,000.00
5	120.0	LF	4" PVC SDR 21 ASTM D3034 Force Main	\$38.01	\$4,561.20	\$66.00	\$7,920.00	\$45.00	\$5,400.00	\$80.00	\$9,600.00
6	1.0	Each	Connection to Existing 4" Force Main (Line B Station 14+19)	\$303.79	\$303.79	\$1,500.00	\$1,500.00	\$2,250.00	\$2,250.00	\$4,500.00	\$4,500.00
7	1.0	LS	Connection to Existing 12" Force Main (E.O.L. Line A STA 48+94)	\$15,191.42	\$15,191.42	\$27,000.00	\$27,000.00	\$32,000.00	\$32,000.00	\$9,800.00	\$9,800.00
8	260.0	LF	4" PVC SDR 26 ASTM D3034 Sewer Lateral	\$27.58	\$7,170.80	\$75.00	\$19,500.00	\$75.00	\$19,500.00	\$80.00	\$20,800.00
9	40.0	LF	6" PVC SDR 26 ASTM D3034 Sewer Lateral	\$32.34	\$1,293.60	\$80.00	\$3,200.00	\$85.00	\$3,400.00	\$80.00	\$3,200.00
10	6.0	Each	4" Sewer Lateral Connection	\$1,808.72	\$10,852.32	\$1,600.00	\$9,600.00	\$1,230.00	\$7,380.00	\$3,200.00	\$19,200.00
11	1.0	Each	6" Sewer Lateral Connection	\$6,374.11	\$6,374.11	\$7,600.00	\$7,600.00	\$1,250.00	\$1,250.00	\$3,200.00	\$3,200.00
12	3.0	Each	4" Sewer Cleanout	\$994.45	\$2,983.35	\$600.00	\$1,800.00	\$400.00	\$1,200.00	\$400.00	\$1,200.00
13	1.0	Each	6" Sewer Cleanout	\$1,071.45	\$1,071.45	\$800.00	\$800.00	\$500.00	\$500.00	\$600.00	\$600.00
14	40.0	LF	8" DI CL 350 Gravity Sewer Main (0-8' Cut)	\$222.85	\$8,914.00	\$150.00	\$6,000.00	\$415.00	\$16,600.00	\$110.00	\$4,400.00
15	140.0	LF	8" PVC SDR 26 ASTM D3034 Gravity Sewer Main (0-8' Cut)	\$201.40	\$28,196.00	\$135.00	\$18,900.00	\$385.00	\$53,900.00	\$180.00	\$25,200.00
16	1,320.0	LF	8" PVC SDR 26 ASTM D3034 Gravity Sewer Main (8-12' Cut)	\$201.40	\$265,848.00	\$149.00	\$196,680.00	\$385.00	\$508,200.00	\$210.00	\$277,200.00
17	20.0	LF	10" DI (CL 350) Gravity Sewer Main (0-8' Cut)	\$229.34	\$4,586.80	\$110.00	\$2,200.00	\$480.00	\$9,600.00	\$210.00	\$4,200.00
18	40.0	LF	12" PVC SDR 26 ASTM D3034 Gravity Sewer Main (0-8' Cut)	\$102.39	\$4,095.60	\$95.00	\$3,800.00	\$310.00	\$12,400.00	\$210.00	\$8,400.00
19	80.0	LF	12" PVC SDR 26 ASTM D3034 Gravity Sewer Main (8-12' Cut)	\$102.39	\$8,191.20	\$105.00	\$8,400.00	\$310.00	\$24,800.00	\$240.00	\$19,200.00

BID ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
20	40.0	LF	16" PVC SDR 26 ASTM D3034 Gravity Sewer Main (0-8' Cut)	\$145.44	\$5,817.60	\$170.00	\$6,800.00	\$530.00	\$21,200.00	\$240.00	\$9,600.00
21	100.0	LF	18" DI (CL 250) Gravity Sewer Main (0-8' Cut)	\$157.32	\$15,732.00	\$180.00	\$18,000.00	\$345.00	\$34,500.00	\$280.00	\$28,000.00
22	320.0	LF	18" DI (CL 250) Gravity Sewer Main (8-12' Cut)	\$157.32	\$50,342.40	\$196.00	\$62,720.00	\$345.00	\$110,400.00	\$290.00	\$92,800.00
23	80.0	LF	18" DI (CL 250) Gravity Sewer Main (12-16' Cut)	\$157.32	\$12,585.60	\$230.00	\$18,400.00	\$345.00	\$27,600.00	\$450.00	\$36,000.00
24	1,280.0	LF	18" PVC SDR 26 ASTM D3034 Gravity Sewer Main (0-8' Cut)	\$115.07	\$147,289.60	\$121.00	\$154,880.00	\$265.00	\$339,200.00	\$210.00	\$268,800.00
25	1,200.0	LF	18" PVC SDR 26 ASTM D3034 Gravity Sewer Main (8-12' Cut)	\$115.07	\$138,084.00	\$137.00	\$164,400.00	\$265.00	\$318,000.00	\$210.00	\$252,000.00
26	40.0	LF	24" PVC C900 (DR 21) Gravity Sewer Main (0-8' Cut)	\$172.69	\$6,907.60	\$200.00	\$8,000.00	\$400.00	\$16,000.00	\$300.00	\$12,000.00
27	1,000.0	LF	24" PVC C900 (DR 21) Gravity Sewer Main (8-12' Cut)	\$172.69	\$172,690.00	\$215.00	\$215,000.00	\$400.00	\$400,000.00	\$300.00	\$300,000.00
28	620.0	LF	24" PVC C900 (DR 21) Gravity Sewer Main (12-16' Cut)	\$251.07	\$155,663.40	\$278.00	\$172,360.00	\$400.00	\$248,000.00	\$300.00	\$186,000.00
29	140.0	LF	24" PVC C900 (DR 21) Gravity Sewer Main (16-20' Cut)	\$251.07	\$35,149.80	\$401.00	\$56,140.00	\$400.00	\$56,000.00	\$300.00	\$42,000.00
30	220.0	LF	24" PVC C900 (DR 21) Gravity Sewer Main (20+' Cut)	\$251.07	\$55,235.40	\$618.00	\$135,960.00	\$400.00	\$88,000.00	\$300.00	\$66,000.00
31	1.0	LS	Roadway Bore Setup	\$221,250.15	\$221,250.15	\$35,000.00	\$35,000.00	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00
32	160.0	LF	Roadway Bore - 36" Steel Casing with Spacers and End Seals	\$771.18	\$123,388.80	\$1,300.00	\$208,000.00	\$1,500.00	\$240,000.00	\$660.00	\$105,600.00
33	180.0	LF	Roadway Bore -24" DI Pipe with Fast-Grip Gaskets - Carrier Pipe	\$220.19	\$39,634.20	\$300.00	\$54,000.00	\$280.00	\$50,400.00	\$580.00	\$104,400.00
34	250.0	VLF	48" Dia Precast Sanitary Sewer Manhole	\$359.04	\$89,760.00	\$700.00	\$175,000.00	\$950.00	\$237,500.00	\$9,000.00	\$2,250,000.00
35	185.0	VLF	60" Dia Precast Sanitary Sewer Manhole	\$680.14	\$125,825.90	\$1,100.00	\$203,500.00	\$1,100.00	\$203,500.00	\$12,500.00	\$2,312,500.00
36	35.0	Each	Manhole Ring and Cover	\$415.55	\$14,544.25	\$600.00	\$21,000.00	\$550.00	\$19,250.00	\$600.00	\$21,000.00
37	3.0	Each	8" Memphis Tee	\$5,663.57	\$16,990.71	\$7,300.00	\$21,900.00	\$12,500.00	\$37,500.00	\$600.00	\$1,800.00
38	1.0	Each	10" Memphis Tee	\$6,673.54	\$6,673.54	\$8,100.00	\$8,100.00	\$15,000.00	\$15,000.00	\$800.00	\$800.00
39	2.0	Each	12" Memphis Tee	\$9,826.90	\$19,653.80	\$8,300.00	\$16,600.00	\$15,500.00	\$31,000.00	\$900.00	\$1,800.00
40	4.0	Each	16" Memphis Tee	\$9,607.12	\$38,428.48	\$12,500.00	\$50,000.00	\$18,000.00	\$72,000.00	\$1,000.00	\$4,000.00
41	1.0	LS	Connection to Existing Sewer Mains at Manhole-1C	\$1,093.98	\$1,093.98	\$6,700.00	\$6,700.00	\$5,350.00	\$5,350.00	\$9,800.00	\$9,800.00
42	940.0	LF	Remove Existing Sewer Main Outside of Trench	\$15.17	\$14,259.80	\$17.00	\$15,980.00	\$35.00	\$32,900.00	\$20.00	\$18,800.00
43	10.0	Each	Abandon Existing Manhole, Remove Cone, and Fill Void with Select Backfill (Outside of Trench)	\$1,090.83	\$10,908.30	\$1,200.00	\$12,000.00	\$1,900.00	\$19,000.00	\$2,000.00	\$20,000.00
44	45.0	CY	Cement Mortar Flowable Backfill (For Abandoning Existing Pipes)	\$275.00	\$12,375.00	\$600.00	\$27,000.00	\$475.00	\$21,375.00	\$225.00	\$10,125.00

Certified Bid Tabulation
 Highway 82 Pump Station, Gravity Sewer, and Force Main
 Contract A: Pump Station and Gravity Sewer
 City of Northport, Alabama

BID ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
45	3.0	Each	Cut and Cap Existing 16" Sewer Main and Plug Line Inside Existing Manhole	\$1,529.37	\$4,588.11	\$3,200.00	\$9,600.00	\$540.00	\$1,620.00	\$8,000.00	\$24,000.00
46	3,500.0	SY	Plane Existing Asphalt Pavement (Approx. 1-1/2 Inches)	\$2.71	\$9,485.00	\$4.00	\$14,000.00	\$3.25	\$11,375.00	\$27.00	\$94,500.00
47	350.0	Tons	Asphalt Wearing Surface (@165lbs/SY)	\$121.42	\$42,497.00	\$150.00	\$52,500.00	\$150.00	\$52,500.00	\$235.00	\$82,250.00
48	300.0	Tons	Asphalt Binder (@400 lbs/SY)	\$124.44	\$37,332.00	\$155.00	\$46,500.00	\$155.00	\$46,500.00	\$245.00	\$73,500.00
49	200.0	SY	Concrete Paving	\$71.25	\$14,250.00	\$130.00	\$26,000.00	\$130.00	\$26,000.00	\$80.00	\$16,000.00
50	150.0	LF	Combination Concrete Curb and Gutter (Match Existing Dimensions)	\$47.48	\$7,122.00	\$60.00	\$9,000.00	\$45.00	\$6,750.00	\$300.00	\$45,000.00
51	1.0	LS	Striping and Markings	\$3,250.00	\$3,250.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$25,000.00	\$25,000.00
52	1.0	LS	Wastewater Flow Control	\$145,080.00	\$145,080.00	\$100,000.00	\$100,000.00	\$350,000.00	\$350,000.00	\$125,000.00	\$125,000.00
53	400.0	CYIP	Utility Trench Foundation Material (As Approved by Engineer)	\$53.79	\$21,516.00	\$60.00	\$24,000.00	\$65.00	\$26,000.00	\$10.00	\$4,000.00
54	1.0	LS	Miscellaneous Building Relocations	\$12,550.00	\$12,550.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
55	5.0	Acre	Seeding and Mulching	\$2,400.00	\$12,000.00	\$4,000.00	\$20,000.00	\$3,000.00	\$15,000.00	\$6,000.00	\$30,000.00
56	6,500.0	SY	Solid Sodding	\$7.75	\$50,375.00	\$11.00	\$71,500.00	\$10.00	\$65,000.00	\$6.00	\$39,000.00
57	1.0	LS	Clearing and Grubbing	\$30,711.65	\$30,711.65	\$60,000.00	\$60,000.00	\$275,000.00	\$275,000.00	\$75,000.00	\$75,000.00
58	1,480.0	LF	8-Inch Gravity Sewer - Post Construction CCTV Inspection (As Approved by the Engineer)	\$5.00	\$7,400.00	\$6.00	\$8,880.00	\$6.00	\$8,880.00	\$6.00	\$8,880.00
59	120.0	LF	12-Inch Gravity Sewer - Post Construction CCTV Inspection (As Approved by the Engineer)	\$5.00	\$600.00	\$7.00	\$840.00	\$6.00	\$720.00	\$8.00	\$960.00
60	2,960.0	LF	18-Inch Gravity Sewer - Post Construction CCTV Inspection (As Approved by the Engineer)	\$5.00	\$14,800.00	\$8.00	\$23,680.00	\$6.00	\$17,760.00	\$10.00	\$29,600.00
61	2,200.0	LF	24-Inch Gravity Sewer - Post Construction CCTV Inspection (As Approved by the Engineer)	\$5.00	\$11,000.00	\$9.00	\$19,800.00	\$6.00	\$13,200.00	\$14.00	\$30,800.00
62	400.0	Ton	Class II Rip Rap	\$50.00	\$20,000.00	\$60.00	\$24,000.00	\$120.00	\$48,000.00	\$45.00	\$18,000.00
63	5,900.0	LF	Type A Silt Fence	\$3.10	\$18,290.00	\$6.00	\$35,400.00	\$4.50	\$26,550.00	\$6.00	\$35,400.00
64	1.0	LS	Temporary Erosion Control Management and Maintenance (Including NPDES Permit)	\$23,185.00	\$23,185.00	\$100,000.00	\$100,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
TOTAL BASE BID					\$4,237,757.84		\$5,343,040.00		\$7,911,812.00		\$9,696,415.00
Alternate No. 1 (Packaged Pump Station in Lieu of Conventional Pump Station)											
65	(1.0)	LS	Remove Highway 82 Pump Station (Base Bid - Conventional) (Unit Price must be equal to that of Base Bid Item No. 3)	\$1,234,125.00	(\$1,234,125.00)	\$1,770,000.00	(\$1,770,000.00)	\$1,518,902.00	(\$1,518,902.00)	\$1,875,000.00	(\$1,875,000.00)
66	1.0	LS	Add Highway 82 Pump Station (Alternate No. 1 - Packaged)	\$1,131,625.00	\$1,131,625.00	\$1,700,000.00	\$1,700,000.00	\$1,620,000.00	\$1,620,000.00	\$1,635,000.00	\$1,635,000.00
TOTAL ALTERNATE NO. 1					(\$102,500.00)		(\$70,000.00)		\$101,098.00		(\$240,000.00) *

*Denotes Error in Calculation

Certified Bid Tabulation
Highway 82 Pump Station, Gravity Sewer, and Force Main
Contract A: Pump Station and Gravity Sewer
City of Northport, Alabama



DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.2.

MEETING DATE: July 15, 2024

SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with CivilCON, LLC for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project - Contract B: Sewer Force Main

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

The City of Northport opened bids for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project - Contract B: Sewer Force Main on June 18, 2024. This project will increase the capacity and effectiveness of receipt of wastewater. The lowest responsible bidder was CivilCON, LLC in the amount of \$1,425,717.15. The Engineering Department is requesting authorization to award the contract pending Alabama Department of Environmental Management (ADEM) approval. The City has received a grant and State Revolving loan funds to cover project costs on a reimbursable basis.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

GL Code No. 50-39-600-81508 Amount: \$1,425,717.15

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a contract with CivilCON, LLC for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project - Contract B: Sewer Force Main, pending ADEM approval, in the amount of \$1,425,717.15.

RESOLUTION NO. 24-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH CIVILCON, LLC FOR THE HIGHWAY 82 PUMP STATION, GRAVITY SEWER, AND FORCE MAIN PROJECT - CONTRACT B: SEWER FORCE MAIN

WHEREAS, the City of Northport opened bids for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project - Contract B: Sewer Force Main on June 18, 2024; and,

WHEREAS, bids were received from six respondents; and,

WHEREAS, CivilCON, LLC was the lowest responsible bidder with a total bid in the amount of \$1,425,717.15; and,

WHEREAS, said project is funded in part by American Recovery Plan Act grant funds and Clean Water State Revolving Funds through the Alabama Department of Environmental Management; and,

WHEREAS, pending Alabama Department of Environmental Management approval, the Engineering department is requesting that the City Council authorize the City Administrator to accept the bid and execute a contract with CivilCON, LLC for Highway 82 Pump Station, Gravity Sewer, and Force Main Project - Contract B: Sewer Force Main in the amount of \$1,425,717.15.

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 CivilCON, LLC in the amount of \$1,425,717.15 for Highway 82 Pump Station, Gravity Sewer, and Force Main – Contract B: Sewer Force Main.

RESOLVED AND DONE this 15TH day of JULY 2024.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: July 15, 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

June 25, 2024

Mr. Brad Matthews, P.E.
Assistant City Engineer
City of Northport
3500 McFarland Boulevard
Northport, Alabama 35476

Re: **Highway 82 Pump Station, Gravity Sewer, and Force Main**
ADEM CWSRF Project No. CS010621-07
City of Northport, Alabama

Dear Brad:

Bids for Contract A: Pump Station and Gravity Sewer and Contract B: Sewer Force Main for the referenced project were received and opened at 2:00 p.m. on Tuesday, June 18, 2024, in the Council Chambers of Northport City Hall. Enclosed are the Certified Bid Tabulations, which show CivilCON, LLC to be the lowest responsible bidder for both contracts.

Pending ADEM Approval, it is recommended that the City award CivilCON, LLC the construction of Contract A: Pump Station and Gravity Sewer for **\$4,135,257.84**, which equates to the Total Base Bid (\$4,237,757.84) combined with Alternate No. 1 (cost savings of \$102,500.00), and the construction of Contract B: Sewer Force Main for the Total Base Bid amount of **\$1,425,717.15**.

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

Sincerely yours,

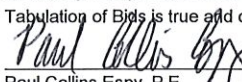
THE CASSADY COMPANY, INC.

Collins Espy, P.E.

PCE

Enclosures

cc: File No. 20-135

CERTIFICATE I, Paul Collins Espy, P.E., a Registered Professional Engineer in the State of Alabama and of the firm, The Cassady Company, Inc., do hereby certify that, to the best of my knowledge, the following Tabulation of Bids is true and correct.  Paul Collins Espy, P.E. Alabama Registration No. 34828				TABULATION OF BIDS For the construction of Highway 82 Pump Station, Gravity Sewer, and Force Main, ADEM CWSRF Project No. CS010621-07 - Contract B: Sewer Force Main for the City of Northport, Alabama with bids opened at 2:00 p.m., local time, in the Council Chambers of Northport City Hall located at 3500 McFarland Boulevard in Northport, Alabama.											
				CivilCON LLC 1050 Lurleen B. Wallace Blvd S Tuscaloosa AL 35401 (205) 758-1948 Alabama License No. 59175		Apex Civil Construction LLC 13552 Wheat Circle Coker AL 35452 (205) 361-5797 Alabama License No. 58954		Lavender, Inc. 1056 Industrial Drive Aliceville AL 35442 (205) 394-8471 Alabama License No. 19861		BW Hobson Construction Company, Inc. 7290 Charlie Shirley Road Northport AL 35473 (205) 339-1724 Alabama License No. 12908		One Call Services of Alabama LLC 5810 Highway 171 Cutoff Road Northport AL 35473 (205) 473-0022 Alabama License No. 53019		Norris Brothers Excavating 22 Northside Lane Crossville TN 38571 (931) 277-5665 Alabama License No. 49033	
BID ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1.0	LS	Mobilization and Demobilization (Maximum 5% of Total Base Bid)	\$40,294.92	\$40,294.92	\$69,018.00	\$69,018.00	\$68,853.00	\$68,853.00	\$50,000.00	\$50,000.00	\$106,500.00	\$106,500.00	\$135,827.00	\$135,827.00
2	1.00	LS	Railroad Protective Liability Insurance	\$5,500.00	\$5,500.00	\$6,000.00	\$6,000.00	\$6,605.00	\$6,605.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00
3	10.0	DAY	Railroad Flagging Services Allowance	\$1,200.00	\$12,000.00	\$1,200.00	\$12,000.00	\$1,200.00	\$12,000.00	\$1,200.00	\$12,000.00	\$1,200.00	\$12,000.00	\$1,200.00	\$12,000.00
4	8,280.0	LF	18" PVC C900 (DR 21) Sewer Force Main	\$96.57	\$799,599.60	\$93.20	\$771,696.00 *	\$110.57	\$915,519.60	\$136.99	\$1,134,277.20	\$137.00	\$1,134,360.00	\$245.00	\$2,028,600.00
5	300.0	LF	18" DI Restrained Joint Sewer Force Main (Wet Ditch Crossing)	\$186.09	\$55,827.00	\$113.09	\$33,927.00 *	\$193.17	\$57,951.00	\$169.83	\$50,949.00	\$180.00	\$54,000.00	\$210.00	\$63,000.00
6	7.0	Each	Air and Vacuum Valve Assembly	\$9,402.18	\$65,815.26	\$7,775.29	\$54,427.03 *	\$11,864.42	\$83,050.94	\$10,260.00	\$71,820.00	\$12,705.00	\$88,935.00	\$4,500.00	\$31,500.00
7	1.0	LS	24" x 18" Hot Tap, Ductile Iron Body Sleeve and Tapping Valve (E.O.L. STA 86+22)	\$46,527.97	\$46,527.97	\$58,477.00	\$58,477.00	\$48,441.00	\$48,441.00	\$49,600.00	\$49,600.00	\$56,495.00	\$56,495.00	\$22,500.00	\$22,500.00
8	1.0	LS	Railroad Bore Setup	\$170,150.00	\$170,150.00	\$130,000.00	\$130,000.00	\$56,694.00	\$56,694.00	\$48,000.00	\$48,000.00	\$226,088.00	\$226,088.00	\$50,000.00	\$50,000.00
9	110.0	LF	Railroad Bore - Casing 30" Steel Casing with Spacers and End Seals	\$589.08	\$64,798.80	\$573.72	\$63,109.20 *	\$890.59	\$97,964.90	\$695.00	\$76,450.00	\$329.00	\$36,190.00	\$680.00	\$74,800.00
10	120.0	LF	Railroad Bore -Carrier Pipe 18" DI Pipe with Fast-Grip Gaskets	\$200.58	\$24,069.60	\$153.18	\$18,381.60 *	\$244.45	\$29,334.00	\$182.33	\$21,879.60	\$181.00	\$21,720.00	\$145.00	\$17,400.00
11	550.0	SY	Plane Existing Asphalt Pavement (Approx. 1-1/2 Inches)	\$4.75	\$2,612.50	\$3.00	\$1,650.00	\$5.23	\$2,876.50	\$9.50	\$5,225.00	\$12.00	\$6,600.00	\$65.00	\$35,750.00
12	100.0	Tons	Asphalt Wearing Surface (@150lbs/SY)	\$151.22	\$15,122.00	\$115.00	\$11,500.00	\$166.47	\$16,647.00	\$210.00	\$21,000.00	\$300.00	\$30,000.00	\$188.00	\$18,800.00
13	300.0	Tons	Asphalt Binder (@400 lbs/SY)	\$131.46	\$39,438.00	\$100.00	\$30,000.00	\$144.72	\$43,416.00	\$140.00	\$42,000.00	\$200.00	\$60,000.00	\$135.00	\$40,500.00
14	100.0	SY	Concrete Drive Replacement	\$63.71	\$6,371.00	\$40.00	\$4,000.00	\$142.00	\$14,200.00	\$240.00	\$24,000.00	\$358.00	\$35,800.00	\$80.00	\$8,000.00
15	50.0	LF	Concrete Curb and Gutter Replacement (Match Existing Dimensions)	\$35.71	\$1,785.50	\$20.00	\$1,000.00	\$60.55	\$3,027.50	\$22.00	\$1,100.00	\$145.00	\$7,250.00	\$300.00	\$15,000.00
16	4.0	Acre	Seeding and Mulching	\$2,400.00	\$9,600.00	\$1,800.00	\$7,200.00	\$1,045.00	\$4,180.00	\$2,000.00	\$8,000.00	\$3,000.00	\$12,000.00	\$6,500.00	\$26,000.00
17	1.0	LS	Debris Removal, Clearing and Grubbing	\$16,500.00	\$16,500.00	\$170,500.00	\$170,500.00	\$25,760.00	\$25,760.00	\$30,000.00	\$30,000.00	\$142,857.00	\$142,857.00	\$22,500.00	\$22,500.00
18	300.0	Ton	Class II Rip Rap	\$50.00	\$15,000.00	\$30.00	\$9,000.00	\$52.11	\$15,633.00	\$47.00	\$14,100.00	\$50.00	\$15,000.00	\$60.00	\$18,000.00
19	4,200.0	LF	Type A Silt Fence	\$3.10	\$13,020.00	\$1.00	\$4,200.00	\$4.95	\$20,790.00	\$4.00	\$16,800.00	\$48,000.00	\$201,600,000.00 *	\$6.00	\$25,200.00
20	1.0	LS	Traffic Control and Construction Signs	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$2,202.00	\$2,202.00	\$4,000.00	\$4,000.00	\$7,145.00	\$7,145.00	\$87,000.00	\$87,000.00
21	1.0	LS	Temporary Erosion Control Management and Maintenance (Including NPDES Permit)	\$18,185.00	\$18,185.00	\$12,535.00	\$12,535.00	\$13,210.00	\$13,210.00	\$4,000.00	\$4,000.00	\$24,171.00	\$24,171.00	\$45,000.00	\$45,000.00
TOTAL BASE BID					\$1,425,717.15		\$1,469,620.83 *		\$1,538,355.44		\$1,690,200.80		\$203,689,111.00 *		\$2,792,377.00

*Denotes Calculation Error

Certified Bid Tabulation
Highway 82 Pump Station, Gravity Sewer, and Force Main
Contract B: Sewer Force Main
City of Northport, Alabama



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: July 15, 2024

SUBJECT: Resolution Authorizing the Mayor to Enter into a Supplemental Agreement with the Alabama Department of Transportation for Resurfacing, Sidewalks, Lighting and Other Improvements on Main Avenue from Fifth Street to McFarland Boulevard

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

The City Council previously approved the execution of an agreement with the Alabama Department of Transportation for resurfacing, sidewalks, lighting, and other improvements on Main Avenue. Since the execution of the original agreement in 2021, revisions have been made to the cost estimates for right-of-way and construction for the project. The new estimated total project cost is \$6,717,133.55 with the City's portion estimated to be \$1,343,426.71. 80% of eligible project costs are funded through the Metropolitan Planning Organization while 20% of eligible project costs are funded by the City in addition to non-eligible project costs. Matching funds are budgeted in capital and Northport First.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

GL Code No. 01-32-600-81005 and Northport First Amount: \$1,343,426.71

Motion for Consideration:

I move that the City Council authorize the Mayor to enter into a supplemental agreement with the Alabama Department of Transportation for Resurfacing, Sidewalks, Lighting, and Other Improvements for Main Avenue from Fifth Street to McFarland Boulevard with an estimated share of \$1,343,426.71.

RESOLUTION NO. 24-

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SUPPLEMENTAL AGREEMENT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION FOR RESURFACING, SIDEWALKS, LIGHTING AND OTHER IMPROVEMENTS ON MAIN AVENUE FROM FIFTH STREET TO MCFARLAND BOULEVARD

WHEREAS, the City of Northport City Council previously approved the execution of an agreement with the Alabama Department of Transportation (ALDOT) for resurfacing, sidewalks, lighting and other improvements on Main Avenue from Fifth Street to McFarland Boulevard; and,

WHEREAS, the total cost of the project was estimated to be \$6,293,494.13 with the City of Northport's portion estimated to be \$1,258,698.83 and included professional engineering, right-of-way, and construction costs; and,

WHEREAS, amendments have been made to the estimated costs for right-of-way and construction; and,

WHEREAS, the amended total cost of the project is now estimated to be \$6,717,133.55 with the City of Northport's portion estimated to be \$1,343,426.71; and,

WHEREAS, the Engineering department is requesting that the City Council authorize the Mayor to execute a supplemental agreement with ALDOT.

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

1. That the Mayor is authorized to execute a supplemental agreement with the Alabama Department of Transportation for resurfacing, sidewalks, lighting, and other improvements on Main Avenue from Fifth Street to McFarland Boulevard;
2. That the City of Northport will provide the estimated project share of \$1,343,426.71 or 20% of total eligible project costs and all ineligible costs;
3. That upon completion of the execution of the agreement by both parties, a copy of such agreement shall be kept on file; and,
4. That the Mayor and his designee shall be authorized to execute any necessary documents as it relates to this agreement.

RESOLVED AND DONE this 15TH day of JULY 2024.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: July 15, 2024
Motion:
Second:

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

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

Project No. STPOA-STPSU-6321(252) - PE

Project No. STPSU-6321(252) - ROW

Project No. STPSU-CRPTL-6321(252) - CN

(Formerly STPOA-6321(252))

CPMS Ref# 100073780, 100073781, and 100073782

Supplemental Agreement No. 1

PART ONE (1): INTRODUCTION

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

WHEREAS, the STATE and the CITY desire to cooperate in the resurfacing, sidewalk installation, angled parking spaces, and lighting on Main Ave. from 5th St. to McFarland Blvd. (SR-6/US-82) to include intersection improvements (realignment of 10th St. and adding a turn lane at Park St.); Project# STPOA-STPSU-6321(252); STPSU-6321(252); STPSU-CRPTL-6321(252); CPMS Ref# 100073780, 100073781, and 100073782.

WHEREAS, the STATE and the CITY desire to amend the Agreement entered into on the 8th day of October 2021, by execution of this supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and consideration of the premises stated herein, do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated October 8, 2021 be and the same is hereby amended in the following respect:

1. The Project No. of the foregoing Agreement has been amended to read as follows:
STPOA-STPSU-6321(252) – PE; STPSU-6321(252) – ROW;
STPSU-CRPTL-6321(252) – CN.
2. The description of the foregoing Agreement has been amended to read as follows:
Resurfacing, sidewalk installation, angled parking spaces, and lighting on Main Ave. from 5th St. to McFarland Blvd. (SR-6/US-82) to include intersection improvements (realignment of 10th St. and adding a turn lane at Park St.).

3. Page 1, paragraph A of the foregoing Agreement has been amended to read as follows:

The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$3,911,901.84 Federal funds unless the Tuscaloosa Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Tuscaloosa Area sufficient to pay up to 80% of their pro rata share of the project cost. The project will be limited to \$1,461,805.00 Federal Carbon Reduction Program (CRP) funds unless the Tuscaloosa Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Tuscaloosa Area sufficient to pay up to 80% of their pro rata share of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

4. Page 1 and 2, paragraph B of the foregoing Agreement has been amended to read as follows:

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

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Tuscaloosa Area Dedicated)	\$ 383,538.71
City Funds	\$ 95,884.68

TOTAL (Incl Indirect Cost)	\$ 479,423.39

RIGHT-OF-WAY ACQUISITION

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Tuscaloosa Area Dedicated)	\$ 253,663.68
City Funds	\$ 63,415.92

TOTAL (Incl Indirect Cost)	\$ 317,079.60

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Tuscaloosa Area Dedicated)	\$ 3,274,699.45
City Funds	\$ 818,674.86
CRP Funds (Tuscaloosa Area Dedicated)	\$ 1,461,805.00
City Funds	\$ 365,451.25

TOTAL (Incl CE&I & Indirect Cost)	\$ 5,920,630.56

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is

requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

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

5. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
6. All other and remaining terms of the Agreement of October 8, 2021 shall remain the same.

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

ATTEST:

City of Northport, Alabama

By: _____
City Clerk (Signature)

By: _____
As Mayor (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Mayor

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

By: _____
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Wallace McAdory III, P.E.
West Central Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

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

John R. Cooper, Transportation Director

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

KAY IVEY
GOVERNOR, STATE OF ALABAMA
RESOLUTION NUMBER_____

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

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

Resurfacing, sidewalk installation, angled parking spaces, and lighting on Main Ave. from 5th St. to McFarland Blvd. (SR-6/US-82) to include intersection improvements (realignment of 10th St. and adding a turn lane at Park St.); Project# STPOA-STPSU-6321(252); STPSU-6321(252); STPSU-CRPTL-6321(252); CPMS Ref# 100073780, 100073781, and 100073782.

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

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

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

ATTESTED:

City Clerk

Mayor

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

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

City Clerk

(AFFIX SEAL)



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: July 15, 2024

SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with Sports Contractors Unlimited, LLC for the River Run Park at Northport Shore - Athletic Fields Package

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

Bids were opened on July 11, 2024 for the River Run Park at Northport Shore - Athletic Fields Package which includes the construction of nine synthetic turf athletic fields. Sports Contractors Unlimited, LLC was the lowest responsible bidder with a bid of \$3,701,845.58. The Engineering department is requesting authorization for the City Administrator to execute a contract with Sports Contractors Unlimited, LLC. Funds for this project are budgeted.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

GL Code No. 01-32-600-82002 Amount: \$3,701,845.58

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a contract with Sports Contractors Unlimited, LLC for the River Run Park at Northport Shore - Athletic Fields Package in the amount of \$3,701,845.58.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT
WITH SPORTS CONTRACTORS UNLIMITED, LLC FOR THE RIVER RUN PARK AT
NORTHPORT SHORE – ATHLETIC FIELDS PACKAGE**

WHEREAS, on July 11, 2024, the City of Northport opened bids for the River Run Park at Northport Shore – Athletic Fields Package; and,

WHEREAS, Sports Contractors Unlimited, LLC, was the lowest responsible bidder; and,

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute a contract with Sports Contractors Unlimited, LLC for the River Run Park at Northport Shore – Athletic Fields Package in the amount of \$3,701,845.58.

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 Sports Contractors Unlimited, LLC in the amount of \$3,701,845.58 for the River Run Park at Northport Shore – Athletic Fields Package.

RESOLVED AND DONE this 15th day of July 2024.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: July 15, 2024
Motion:
Second:

July 11, 2024

Ms. Tera Tubbs, PE
City Engineer
City of Northport
3500 McFarland Boulevard
Northport, Alabama 35476

**RE: City of Northport – River Run Park at Northport Shore
Package No. 2 – Athletic Fields
Letter of Recommendation and Certified Bid Tabulation
Chambless King Architects Project No. 23021**

Bids were publicly opened for this project at 10:00 am on Thursday, July 11th, 2024. There was one alternate bid as part of this project. Please see the attached certified bid tabulation.

The responsive, low bidder is Sports Contractors Unlimited, LLC for the base bid and following alternates:

Base Bid:	\$3,664,731.13
Alternate No. 1:	\$37,114.45
Base Bid + Alternate No. 1:	\$3,701,845.58

One finding of fact that Gameday Athletics Surfaces, Inc. omitted the Bid Schedule and we were unable to determine their Base and Alternate Bids and recommend that this proposal be considered non-responsive.

We recommend acceptance of this responsive bid and provide notice of conditional award to begin the contractual process upon acknowledgement of notice of award as soon as possible as reviewed at the prebid conference.

Please let us know if you have any questions or require further information.

Sincerely,
Chambless King Architects



John R. Chambless, Jr., AIA
Principal

attachments: *Certified Bid Tabulation
Original Bid Documents
File*



CERTIFICATE:

I, John R. Chambless, Jr., a Registered Professional Architect in the State of Alabama and representing the firm of TTL, Inc., do hereby certify that to the best of my knowledge, the following Tabulation of Bids is true and correct.



John R. Chambless, Jr., AIA, Alabama Registration No. 2554

River Run Park Athletic FieldsPackage No. 2

City of Northport

CHAMBLESS KING ARCHITECTS PROJECT NO. 23021

BID TABULATION FORM

BID OPENING: THURSDAY, JULY 11, 2024 AT 10:00 AM

BASE BID				Sports Contractors Unlimited, LLC 2010 Oak Grove Road Building 4 Suite 2 Hattiesburg, MS 39402 AL License No. 53894 Addendum No. 1 Thru 6 YES		CivilCON P.O. Box 87 Duncanville, AL35456 AL License No. 59175 Addendum No. 1 Thru 6 YES		Gameday Athletics Surfaces, Inc. 1509 US HWY 11 Trussville, AL 35173 AL License No. 53040 Addendum No. 1 Thru 6 YES	
Item No.	Quantity	Unit	Description	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
General and Field Grading Preparation									
1	1	l.s.	Payment and Performance Bonds	\$58,000.00	\$ 58,000.00	\$35,201.25	\$ 35,201.25		\$ -
2	1	allowance	Construction Allowance (Only As Directed By the Owner's Representative)	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00		\$ -
3	1	l.s.	Mobilization and Demobilization	\$190,000.00	\$ 190,000.00	\$88,000.00	\$ 88,000.00		\$ -
4	733,573	s.f.	Earthwork Subgrade Laser Grading for Athletic Fields/Bull Pens	\$0.17	\$ 124,707.41	\$0.58	\$ 425,472.34		\$ -
5	50,493	s.f.	Earthwork Subgrade Laser Grading for Team Space/Batting Cages	\$0.18	\$ 9,088.74	\$0.30	\$ 15,147.90		\$ -
			Subtotal		\$ 431,796.15	Subtotal	\$ 613,821.49	Subtotal	\$ -
Athletic Field/Bull Pens Improvements									
6	733,573	s.f.	Filter Fabric	\$0.12	\$ 88,028.76	\$0.20	\$ 146,714.60		\$ -
7	1	l.s.	Flat Drain System	\$126,720.00	\$ 126,720.00	\$175,000.00	\$ 175,000.00		\$ -
8	733,573	s.f.	Drainage Stone (Laser Graded)	\$1.42	\$ 1,041,673.66	\$1.85	\$ 1,357,110.05		\$ -
			Subtotal		\$ 1,256,422.42	Subtotal	\$ 1,678,824.65	Subtotal	\$ -
Team Space/Batting Cages Improvements									
9	50,493	s.f.	Filter Fabric	\$0.18	\$ 9,088.74	\$0.20	\$ 10,098.60		\$ -
10	1	l.s.	Flat Drain System	\$6,050.00	\$ 6,050.00	\$12,000.00	\$ 12,000.00		\$ -
11	50,493	s.f.	Drainage Stone (Laser Graded)	\$1.44	\$ 72,709.92	\$1.65	\$ 83,313.45		\$ -
			Subtotal		\$ 87,848.66	Subtotal	\$ 105,412.05	Subtotal	\$ -
Concrete, Masonry Improvements									
12	12,442	l.f.	8" Perimeter Curb (Includes all Perimeter Curb and Intermediate Curb)	\$27.00	\$ 335,934.00	\$37.43	\$ 465,704.06		\$ -
13	173	l.f.	8" Perimeter Curb, Special Condition	\$51.00	\$ 8,823.00	\$43.73	\$ 7,565.29		\$ -
14	1,183	l.f.	Backstop Knee Wall (Future Dugout to Future Dugout)	\$200.00	\$ 236,600.00	\$148.70	\$ 175,912.10		\$ -
			Subtotal		\$ 581,357.00	Subtotal	\$ 649,181.45	Subtotal	\$ -
Storm Drainage System Improvements									
15	28	each	Tie to Existing Storm Drain	\$950.00	\$ 26,600.00	\$2,332.15	\$ 65,300.20		\$ -
16	10,357	l.f.	12" Perimeter Underdrain (Perforated)	\$25.50	\$ 264,103.50	\$25.46	\$ 263,689.22		\$ -
			Subtotal		\$ 290,703.50	Subtotal	\$ 328,989.42	Subtotal	\$ -
Erosion Control									
17	1	l.s.	Erosion Control Management and Maintenance	\$45,000.00	\$ 45,000.00	\$2,000.00	\$ 2,000.00		\$ -
			Subtotal		\$ 45,000.00	Subtotal	\$ 2,000.00	Subtotal	\$ -
Miscellaneous Items									
18	11,987	l.f.	6' Black Vinyl Chainlink Fence (Athletic Field Perimeter Curb)	\$44.20	\$ 529,825.40	\$32.50	\$ 389,577.50		\$ -
19	135	l.f.	6' Black Vinyl Chainlink Fence (Standard Installation)	\$38.00	\$ 5,130.00	\$32.50	\$ 4,387.50		\$ -

20	36	each	6' Black Vinyl Chainlink Fence Gate (4' Opening)(Fields/Team Space)	\$685.00	\$	24,660.00	\$530.00	\$	19,080.00		\$	-
21	19	each	6' Black Vinyl Chainlink Fence Gate (6' Opening)(Team Space/Batting Cages)	\$760.00	\$	14,440.00	\$585.00	\$	11,115.00		\$	-
22	10	each	6' Black Vinyl Chainlink Fence Gate (12' Opening - Double Hung)	\$1,380.00	\$	13,800.00	\$1,170.00	\$	11,700.00		\$	-
23	1	l.s.	Field Bases and Mounds (Anchor, Sleeves Only)	\$45,200.00	\$	45,200.00	\$60,000.00	\$	60,000.00		\$	-
24	1	l.s.	Batting Cage System (Sleeves Only)	\$38,800.00	\$	38,800.00	\$179,060.00	\$	179,060.00		\$	-
25	8	each	Dugout Lean Rail (Baseball)(Sleeves Only)	\$2,360.00	\$	18,880.00	\$13,716.00	\$	109,728.00		\$	-
26	10	each	Dugout Lean Rail (Softball)(Sleeves Only)	\$2,360.00	\$	23,600.00	\$13,716.00	\$	137,160.00		\$	-
				Subtotal	\$	714,335.40	Subtotal	\$	921,808.00	Subtotal	\$	-
Backstop Netting System												
27	1	l.s.	Backstop Poles and Netting	\$180,068.00	\$	180,068.00	\$200,000.00	\$	200,000.00		\$	-
28	1	l.s.	Remobilization and Netting Installation	\$77,200.00	\$	77,200.00	\$17,000.00	\$	17,000.00		\$	-
				Subtotal	\$	257,268.00	Subtotal	\$	217,000.00	Subtotal	\$	-
TOTAL BASE BID					\$	3,664,731.13		\$	4,517,037.06		\$	-
ALTERNATE NO. 1 - BASEBALL FENCING												
Miscellaneous Items												
A1	4,225	l.f.	8' Black Vinyl Chainlink Fence (Baseball)(Athletic Field Perimeter Curb)	\$8.21	\$	34,687.25	\$6.25	\$	26,406.25		\$	-
A2	16	each	8' Black Vinyl Chainlink Fence Gate (4' Opening)	\$76.70	\$	1,227.20	\$65.00	\$	1,040.00		\$	-
A3	8	each	8' Black Vinyl Chainlink Fence Gate (12' Opening - Double Hung)	\$150.00	\$	1,200.00	\$125.00	\$	1,000.00		\$	-
				Subtotal	\$	37,114.45	Subtotal	\$	28,446.25	Subtotal	\$	-
TOTAL ALTERNATE NO. 1					\$	37,114.45		\$	28,446.25		\$	-

ENVELOPE ADJUSTMENT		\$	-		\$	-		\$	-
TOTAL BASE BID		\$	3,664,731.13		\$	4,517,037.06			
ALTERNATE NO. 1		\$	37,114.45		\$	28,446.25		\$	-
TOTAL BASE BID + ALTERNATE NO. 1		\$	3,701,845.58		\$	4,545,483.31		\$	-
PROJECT BASE BID AS SHOWN ON BID PROPOSAL FORM		\$	-		\$	-		\$	-
PROJECT ALTERNATE NO. 1 AS SHOWN ON BID PROPOSAL FORM		\$	-		\$	-		\$	-

Denotes a correction due to mathematical error submitted in the original Bid Proposal Form.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

CITY OF NORTHPORT PUBLIC WORKS CONTRACT DOCUMENTS

SECTION FOUR: BID BOND TO THE CITY OF NORTHPORT, ALABAMA
(2022)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Sports Contractors Unlimited, LLC as Principal; and The Gray Casualty & Surety Company as Surety, (NOTE: If cashier's check drawn on an Alabama Bank utilized in lieu of corporate surety, attach check as required by bid documents) are hereby held and firmly bound unto the City of Northport, Alabama, a Municipal Corporation, as obligee, hereinafter called the City, in the sum of Five Percent of Amount Bid Dollars (\$ 5% of Amount Bid) for the payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid (Proposal), attached hereto and made a part hereof, to enter into a contract in writing with the City, for the following Project or portion thereof:

Project: River Run Park at Northport Shore – Package No.2 Athletic Fields

Location: Northport, AL

Architect or Engineer: Chambless King Architects, LLC.

Project Number: 23021

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be awarded and the Principal shall execute and deliver a contract in the Form of Agreement as included in the Contract Documents for the Project, and shall execute and deliver Performance Bond and Payment Bond in the Forms as attached to the Contract Documents executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts as required by the Instructions to Bidders and submit the insurance certifications as required by the bid document and fulfill all other qualifications and requirements of the Contract Documents and bid specifications (all properly completed in accordance with said Bid), and shall in all other respects perform the agreement created by the acceptance of said Bid within thirty (30) days after the prescribed forms have been presented to Bidder for execution;

Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the 11th day of July, 2024 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:

alabryzhangum

PRINCIPAL:

Sports Contractors Unlimited, LLC (SEAL)

By: Shrek Tommy Shrek

Title: Managing Member

Address: 2010 Oak Grove Drive, Building 4, Ste 2
Hattiesburg MS 39402

SURETY:

The Gray Casualty & Surety Company (SEAL)

P.O. Box 6202
Business Address
Metairie, LA 70009-6202

ATTEST:

Phil Li

By: Fielden Mitts

Title: Fielden Mitts, attorney-in-fact
Attorney in Fact

NOTE: Surety must be qualified and duly authorized to make bonds in the state. All Bonds and Sureties are subject to review and approval by the City Attorney. Valid current Power of Attorney for Corporate Surety must be attached.

NOTE: Bidder may submit a cashier's check drawn on an Alabama bank to the order of the City of Northport equal to 5% of the amount bid, in lieu of a Corporate Surety, under the same terms.

[END DOCUMENT—OFFICE OF THE CITY ATTORNEY]

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond
Principal: Sports Contractors Unlimited, LLC
Obligee: City of Northport, Alabama

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Fielden Mitts

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Mangano, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 11th day of July, 2024.

Mark Mangano

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 11th day of July, 2024.

Leigh Anne Henican



**CITY OF NORTHPORT PUBLIC WORKS
SECTION THREE: PROPOSAL (BID)
(2022)**

NOTE TO BIDDER: Use BLACK ink for completing this Proposal form.

To: The City of Northport
Address: P.O. Box 569
Northport, AL 35467
Project Title: River Run Park at Northport Shore – Package No.2 Athletic Fields
Project No.: CK#:23021

Trade: The trade portion of the work for which this Proposal is submitted is:
N/A (if applicable)
Trade Package No.: N/A

BIDDER: The name of the Bidder submitting this Proposal is Sports Contractors Unlimited LLC. doing business at 2010 Oak Grove RD, Building 4 Suite 2, Hattiesburg, MS 39402
Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

Licensed, Class SC, Alabama General Contractor No.: 53894 (Attach Copy)

Alabama General Contractor Specialty SC Athletic Field SC Golf Courses

Alabama General Contractor License Major Categories:

(1) NA (2) NA

Bidder's contact person for additional information on this Proposal:

Name: Tommy Shook **Telephone:** 601-818-0070

ADDENDA: The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, 3, 4, 5, 6 (Bidder shall Insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

LUMP SUM: The Bidder agrees to accept as full payment of the work proposed under this Project, as services are rendered, as herein specified and as shown on the Contract Documents, upon the undersigned's own estimate of quantities and costs, the following lump sum of: Three million, six hundred sixty four Dollars and thirteen cents (\$ 3,664,713.13). (Amount written in words has precedence)

ALTERNATES: Attach additional sheets for additive or deductive alternates, if in contract documents.

37,114 45 on Bid schedule

UNIT PRICES: Where the Project is bid in unit prices then Bidder agrees to perform the work in the stated quantities of the materials at the unit prices so bid, the cumulative total of which constitutes the base bid set forth below, and to accept as final payment for the work performed under this Project as herein specified the extension of each such unit price for the quantities actually installed in accordance with the following or attached unit price schedule.

An unbalanced bid, as herein defined, may be considered non-responsive. A bid resulting in a substantial advance payment on an item that is for a single lump sum payment may be considered nonresponsive.

Prices for mobilization and demobilization combined shall not exceed 5% of the total base bid unless a reasonable explanation is provided in writing with the bid and accepted by the Owner. Lump sum payments and unit price bids for a single or lump sum payment may be spread over the course of the period of work until the line item is complete at owner's option.

The Bidder's unit price for materials listed is as including the payment of taxes (See Page 3) where applicable: (Attach additional sheets if required)

	Material	Quantity	Unit Price	TOTAL
1.	<u>Complete the attached Unit Price Bid Schedule</u>			
2.	<u></u>			
3.	<u></u>			
			TOTAL BASE BID	<u>\$ 3664.713. 13.00</u>

SALES AND USE TAX SAVINGS ACCOUNTING:

Pursuant to State of Alabama Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

		ESTIMATED SALES AND USE TAX
BASE BID:	\$	<u>152,145.00</u>
Additive Alternate (if applicable):	\$	<u>2,100.00</u>

Failure to provide an accounting of sales tax may render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

AS BUILT DRAWINGS: The Bidder's Proposal contains \$ 7,500.00 for "as built drawings."

BIDDER'S DECLARATION AND UNDERSTANDING: The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further agrees that he has checked and verified the completeness of the Contract Documents and that he has exercised his own judgment regarding the interpretation of subsurface information utilizing all pertinent data in arriving at his conclusions. The Bidder shall be fully responsible for any damages or liability arising out of his or his subcontractors pre-bid investigations.

The Bidder understands and agrees that if a Contract is awarded, the City may elect to award all schedules under one Contract, lump sum, separately, or in any combination that best serves the interests of the City.

The Bidder further declares that he has carefully examined the Contract documents for the construction of the Project and has checked and verified the completeness of the Contract Documents, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved. Bidder further declares that he is fully aware of the fact that the description of the work, quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents. Bidder also declares that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder declares that he understands and agrees that the quantities shown in the Advertisement for Bids and in the Proposal are approximate only and are subject to either increase or decrease; and that should quantities be decreased, he also understands and agrees that payment will be made on actual quantities installed at the unit bid prices, and will make no claim for anticipated profits for any decreases in the quantities. Actual quantities will be determined upon completion of the work.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME: The Bidder further agrees to begin work on the date stated in the Notice to Proceed and to fully complete the work, in all respects, within the time specified in the contract documents for completion.

EXPERIENCE OF BIDDER: Unless advised by the awarding authority in the Advertisement for Bids that the same is not required, the Bidder submits the following list of at least three clients for whom projects involving construction of similar projects have been performed within the past 5 years.

1.	<u>City of Daphne</u>	<u>251-620-2700</u>
	Name of Client	Telephone Number
	<u>2605 US HWY 98</u>	<u>Starkville</u>
	Street	City
	<u>Daphne Sportsplex</u>	<u>10 synthetic fields</u>
	Facility	Size
		<u>Fall 2023</u>
		Date
	<u>Troy R. Strunk</u>	<u>251-620-1000</u>
	Name of Engineer/Architect /Engineering Firm	Telephone Number
2.	<u>City of Southaven</u>	<u>662-280-2489</u>
	Name of Client	Telephone Number
	<u>3376 Nail Rd.</u>	<u>Southaven</u>
	Street	City
	<u>Snowden Grove Baseball complex</u>	<u>17 synthetic fields</u>
	Facility	Size
		<u>Fall 2020</u>
		Date
	<u>Peyton Reginelly</u>	<u>662-588-5151</u>
	Name of Engineer/Architect /Engineering Firm	Telephone Number
3.	<u>City of Starkville</u>	<u>662-323-2294</u>
	Name of Client	Telephone Number
	<u>405 Lynn Lane</u>	<u>Starkville</u>

Street _____ City _____
Cornerstone Sports Complex 12 synthetic fields Fall 2022
Facility _____ Size _____ Date _____
228-861-1897
David D'Aquila
Name of Engineer/Architect/Engineering Firm _____ Telephone Number _____

PERFORMANCE OF WORK BY CONTRACTOR: The Bidder shall perform at least 50 percent of the work with his own forces (refer to the INSTRUCTIONS TO BIDDERS).

SUBCONTRACTORS: Unless the same information has been provided in the prequalification statement, the Bidder further certifies that if his bid is accepted, the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work:

Description of Work Concrete
Cheyenne Inc
Name _____
Tuscaloosa AL 35405
Street _____ City _____ State _____ Zip _____

Description of Work fencing
Straight Line Fence
Name _____
P.O. Box 899 Northport AL 35476
Street _____ City _____ State _____ Zip _____

Description of Work Backstops
Net Connect
Name _____
7355 Gadsden Hwy Trussville AL 35173
Street _____ City _____ State _____ Zip _____

Description of Work _____
Name _____
Street _____ City _____ State _____ Zip _____

SURETY: If the Bidder is awarded a construction contract on this Proposal, the Surety who provides the Performance Bond and Payment Bond will be:

The Gray Casualty & Surety Company whose address is
P.O. Box 6202 Metairie LA 70009
Street City State Zip

Single Job Bond Limit \$10 million Aggregate Job Bond Limit \$20 million

If Sole Proprietor or Partnership:

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, 20____.

Signature of Bidder

Title

If Corporation:

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers, this 11 day of July, 2024.

Sports Contractors Unlimited LLC.

Name of Corporation

By Tommy Shook

Managing member

Title

Attest Alabry Mangum

Secretary

(seal)

The Bidder declares that he understands and agrees that the quantities shown in the Advertisement for Bids and in the Proposal are approximate only and are subject to either increase or decrease; and that should quantities be decreased, he also understands and agrees that payment will be made on actual quantities installed at the unit bid prices, and will make no claim for anticipated profits for any decreases in the quantities. Actual quantities will be determined upon completion of the work.

Attached hereto is a (Bid Bond) or (Check) for the sum of Fiver percent of the bid amount/ maximum of ten thousand dollars according to the conditions under "Instructions to Bidders" and provisions therein.

Dated this 11 day of July, 2024.

BY: Tommy Shook

Managing member

Title



(NOTE) If the Bidder is a corporation, the Proposal shall be signed by an officer of the corporation; if a partnership it shall be signed by a partner. If signed by others, authority for signature shall be attached.

[END OF BID PROPOSAL]



**River Run Park at Northport Shore
Package No. 2 - Athletic Fields Package**

**Bld Schedule
July 3, 2024**

**Chambless King
Architects**



Item No.	Quantity	Unit	Description	Unit Cost	Total
BASE BID					
General and Field Grading Preparation					
1	1	I.s.	Payment and Performance Bonds	\$58,000.00	\$58,000.00
2	1	allowance	Construction Allowance (Only As Directed By the Owner's Representative)	\$50,000.00	\$50,000.00
3	1	I.s.	Mobilization and Demobilization	\$190,000.00	\$190,000.00
4	733,573	s.f.	Earthwork Subgrade Laser Grading for Athletic Fields/Bull Pens	\$0.17	\$124,707.41
5	50,493	s.f.	Earthwork Subgrade Laser Grading for Team Space/Batting Cages	\$0.18	\$9,088.74
				Subtotal	\$431,796.15
Athletic Field/Bull Pens Improvements					
6	733,573	s.f.	Filter Fabric	\$0.12	\$88,028.76
7	1	I.s.	Flat Drain System	\$126,720.00	\$126,720.00
8	733,573	s.f.	Drainage Stone (Laser Graded)	\$1.42	\$1,041,673.66
				Subtotal	\$1,256,422.42
Team Space/Batting Cages Improvements					
9	50,493	s.f.	Filter Fabric	\$0.18	\$9,088.74
10	1	I.s.	Flat Drain System	\$6,050.00	\$6,050.00
11	50,493	s.f.	Drainage Stone (Laser Graded)	\$1.44	\$72,709.92
				Subtotal	\$87,848.66
Concrete, Masonry Improvements					
12	12,442	I.f.	8" Perimeter Curb (Includes all Perimeter Curb and Intermediate Curb)	\$27.00	\$335,934.00
13	173	I.f.	8" Perimeter Curb, Special Condition	\$51.00	\$8,823.00
14	1,183	I.f.	Backstop Knee Wall (Future Dugout to Future Dugout)	\$200.00	\$236,600.00
				Subtotal	\$581,357.00
Storm Drainage System Improvements					
15	28	each	Tie to Existing Storm Drain	\$950.00	\$26,600.00
16	10,357	I.f.	12" Perimeter Underdrain (Perforated)	\$25.50	\$264,103.50
				Subtotal	\$290,703.50
Erosion Control					
17	1	I.s.	Erosion Control Management and Maintenance	\$45,000.00	\$45,000.00
				Subtotal	\$45,000.00
Miscellaneous Items					
18	11,987	I.f.	6' Black Vinyl Chainlink Fence (Athletic Field Perimeter Curb)	\$44.20	\$529,825.40
19	135	I.f.	6' Black Vinyl Chainlink Fence (Standard Installation)	\$38.00	\$5,130.00
20	36	each	6' Black Vinyl Chainlink Fence Gate (4' Opening)(Fields/Team Space)	\$685.00	\$24,660.00
21	19	each	6' Black Vinyl Chainlink Fence Gate (6' Opening)(Team Space/Batting Cages)	\$760.00	\$14,440.00
22	10	each	6' Black Vinyl Chainlink Fence Gate (12' Opening - Double Hung)	\$1,380.00	\$13,800.00
23	1	I.s.	Field Bases and Mounds (Anchor, Sleeves Only)	\$45,200.00	\$45,200.00
24	1	I.s.	Batting Cage System (Sleeves Only)	\$38,800.00	\$38,800.00
25	8	each	Dugout Lean Rail (Baseball)(Sleeves Only)	\$2,360.00	\$18,880.00
26	10	each	Dugout Lean Rail (Softball)(Sleeves Only)	\$2,360.00	\$23,600.00
				Subtotal	\$714,335.40
Backstop Netting System					
27	1	I.s.	Backstop Poles and Netting	\$180,068.00	\$180,068.00
28	1	I.s.	Remobilization and Netting Installation	\$77,200.00	\$77,200.00
				Subtotal	\$257,268.00
				Total Base Bid	\$3,664,731.13
ALTERNATE NO. 1 - BASEBALL FENCING					
Miscellaneous Items					
A1	4,225	I.f.	8' Black Vinyl Chainlink Fence (Baseball)(Athletic Field Perimeter Curb)	\$8.21	\$34,687.25
A2	16	each	8' Black Vinyl Chainlink Fence Gate (4' Opening)	\$76.70	\$1,227.20
A3	8	each	8' Black Vinyl Chainlink Fence Gate (12' Opening - Double Hung)	\$150.00	\$1,200.00
				Subtotal	\$37,114.45
				Total Alternate No. 1	\$37,114.45
				Total Base Bid + Alternate No. 1	\$3,701,845.58



ALABAMA LICENSING BOARD FOR General Contractors

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Search Results Detail

License Number	53894
Name	SPORTS CONTRACTORS UNLIMITED LLC
Address	2010 OAK GROVE RD BLDG 4 STE 2
City	HATTIESBURG
State	MS
Zip Code	39402
Phone Number	(601) 818-0070
Fax Number	() -
Bid Limit	U UNLIMITED
Specialty	REP: RECIPROCITY STATE OF MISSISSIPPI, SC: ATHLETIC FIELDS, SC: GOLF COURSE
Expiration Date	6/30/2025 More information on License Renewals.
Extension Date	

IMPORTANT DISCLAIMER: This database information is current as of date specified on the [search page](#). It **does not** include information received after this date, so it may slightly differ from the complete master listing at the General Contractors Licensing Board. Since this information may not be complete, it is **NOT OFFICIAL**, please [contact](#) the Board to verify search results if you are unsure and require clarification or if you do not find the information you seek.

Alabama Licensing Board for General Contractors - 445 Dexter Ave, Suite 3060 Montgomery, AL 36104
Phone: (334) 272-5030 - Fax: (334) 395-5336 | [Statements & Policies](#)

ADDENDUM ONE

River Run Park at Northport Shore Package No.2 Athletic Fields

CK Project No.23021

Attention: Bidders

By: Michael Shows, AIA
Project Architect

Date: 27 June 2024

The bid documents for the above referenced project are hereby amended to include this Addendum. The items in this addendum shall be included as part of the contract scope of work requirement and therefore should be included within your bid.

GENERAL:

1. The determination of bid quantities and pay items form will be released in a subsequent addendum.
2. Pre-bid meeting minutes and sign-in-sheet are attached.
3. TTL site base CAD file is attached. Bidder's are responsible for filling out the electronic release agreement if you did not do so at the pre-bid meeting.
4. The electronic release agreement is attached.

PROJECT MANUAL:

1. *Supplement to the General Conditions of the Contract (AD01)*
 - a. Re-mobilization note added to package no.2 project schedule
 - b. Package no.2 scope clarifications

DRAWINGS:

1. LA400rev1 – OVERALL PARK PLAN
 - a. Added chain link and gates to close off team spaces.
2. LA410rev1 – SIGNATURE SOFTBALL FIELD LAYOUT PLAN
 - a. Added additional knee wall junction boxes.
 - b. Added phasing note to backstop netting notes.
3. LA411rev1 – SIGNATURE BASEBALL FIELD LAYOUT PLAN

- a. Added additional knee wall junction boxes.
 - b. Added phasing note to backstop netting notes.
- 4. LA412rev1 – TYPICAL BASEBALL FIELD LAYOUT PLAN
 - a. Added additional knee wall junction boxes.
 - b. Added phasing note to backstop netting notes.
- 5. LA413rev1 – TYPICAL SOFTBALL FIELD LAYOUT PLAN
 - a. Added additional knee wall junction boxes.
 - b. Added phasing note to backstop netting notes.
- 6. LA416rev1 – TYPICAL BASEBALL FIELD MARKINGS
 - a. Removed batter's eye key note.
- 7. LA420rev1 – MARKINGS PLAN & FIELD SECTION DETAILS
 - a. Added underlay line of batting cage pole foundation extents.
- 8. LA421rev1 – MARKINGS PLAN & FIELD SECTION DETAILS
 - a. Added underlay line of batting cage pole foundation extents.
 - b. Modified line widths
- 9. LA430rev1 – FIELD FIXTURE DETAILS
 - a. Added scope note to frame and net portion of the dugout lean rail.
 - b. Added phasing note to poles and net portion of the batting cages.
- 10. LA440rev1 – FENCE, GATE, WALL AND NETTING DETAILS
 - a. Added notes to reference post sizing chart
 - b. Added phasing note to net portion of backstop safety netting.
- 11. LA450rev1 – FIELD SECTION TYPICALS
 - a. Added synthetic turf scope note.

Attachments:

- 1. 23012 - Pre Bid Meeting Minutes - River Run Park Package No. 2.pdf
- 2. 23012 - Pre-Bid Sign-in Sheet - River Run Park Package No. 2.pdf
- 3. 240626_RRP - TTL Base.dwg
- 4. Northport Shore - River Run Park Package No. 2 Electronic Doc Release Form.pdf
- 5. Supplement to the General Conditions of the Contract (AD01)
- 6. LA400rev1 – OVERALL PARK PLAN
- 7. LA410rev1 – SIGNATURE SOFTBALL FIELD LAYOUT PLAN
- 8. LA411rev1 – SIGNATURE BASEBALL FIELD LAYOUT PLAN
- 9. LA412rev1 – TYPICAL BASEBALL FIELD LAYOUT PLAN
- 10. LA413rev1 – TYPICAL SOFTBALL FIELD LAYOUT PLAN

- 11. LA416rev1 - TYPICAL BASEBALL FIELD MARKINGS
- 12. LA420rev1 – MARKINGS PLAN & FIELD SECTION DETAILS
- 13. LA421rev1 – MARKINGS PLAN & FIELD SECTION DETAILS
- 14. LA430rev1 – FIELD FIXTURE DETAILS
- 15. LA440rev1 - FENCE, GATE, WALL, & NETTING DETAILS
- 16. LA450rev1 - FIELD SECTION TYPICALS

ADDENDUM TWO

River Run Park at Northport Shore Package No.2 Athletic Fields

CK Project No.23021

Attention: Bidders

By: Michael Shows, AIA
Project Architect

Date: 1 July 2024

The bid documents for the above referenced project are hereby amended to include this Addendum. The items in this addendum shall be included as part of the contract scope of work requirement and therefore should be included within your bid.

GENERAL:

1. The bid opening has been extended. Reference the modification to the bid advertisement below. Accompanying quantities and determination of pay quantities will be included in another addendum prior to the July 4th holiday.

PROJECT MANUAL:

1. SECTION ONE: Advertisement for Bids and Notice for Bids.

The bid opening has been extended to July 11th. See attached pg.1 advertisement modification.

Attachments:

Section One Advertisement and Notice for Bids - pg1 (AD02)

ADDENDUM THREE

River Run Park at Northport Shore Package No.2 Athletic Fields

CK Project No.23021

Attention: Bidders

By: Michael Shows, AIA
Project Architect

Date: 03 July 2024

The bid documents for the above referenced project are hereby amended to include this Addendum. The items in this addendum shall be included as part of the contract scope of work requirement and therefore should be included within your bid.

GENERAL:

1. Field Proof Rolling Clarification: The Contractor shall note that the entire development and specifically all fields, bull pens, team space, and batting cages shall receive thorough proof rolling and compaction testing where applicable as part of the Package No. 1 Site and Utility Improvements project. Package No. 1 Site and Utility Improvements Bid Documents have been provided as a reference for coordination. These documents require the Package No. 1 Contractor to grade the to within 1.5" of finished subgrade of the fields, bull pens, team space, and batting cages and complete their proof roll addressing any issues that may be found and regarding.

As part of Package No. 2 – Athletic Field project, the Contractor shall complete their final grading of the fields, bull pens, team space, and batting cages as defined in Package No. 2 including a proof roll as directed by the Owner's Representative. Proof roll requirements are set forth in Package No. 2 construction plans and specifications.

2. Field & Equipment Specifications: Sole source manufacturer items listed on sheet LA460, and specifications section 11 6833 Athletic Field Equipment, shall be considered as "Basis of Design". Substitutions do not require prior approval and shall meet or exceed the technical & design criteria set forth in the specifications. Where specifications do not exist, the item shall be considered "Basis of Design" and the item shall meet or exceed the technical & design criteria set forth by the manufacturer's product data.

PROJECT MANUAL:

1. Section 01 8000 Determination of Pay Quantities & Payment:
 - a. The attached Section 018000 Determination of Pay Quantities and Payment shall be added to the project technical specifications in its entirety.

- b. Per the bid proposal form "Unit Prices" description. In addition to the bid proposal form, complete the attached "Unit Price Bid Schedule".
- 2. Section 32 3113 Chain Link Fencing (AD03):
 - a. The attached Section 32 3113 Chain Link Fencing (AD03) shall be replaced in its entirety. Note the changes to post sizing & continuous bottom rail requirements.

DRAWINGS:

- 1. LA440rev1 – FENCE, GATE, WALL AND NETTING DETAILS
 - a. Modify the above referenced drawing: Strike out the post sizing notes in detail 1 & refer to Section 32 3113 Chain Link Fencing (AD03) of the project manual for all fence and gate post sizes.
 - b. Remove all references to bottom tension wire and provide top and bottom rails per the specification section 32 3113 Chain Link Fencing (AD03) of the project manual.

Attachments:

- 1. *Section 01 8000 Determination of Pay Quantities & Payment*
- 2. *2024-07-03 - River Run Park - Package No. 2 Bid Schedule (excel)*
- 3. *2024-07-03 - River Run Park - Package No. 2 Bid Schedule (pdf)*
- 4. *Section 32 3113 Chain Link Fencing (AD03)*

ADDENDUM FOUR

River Run Park at Northport Shore Package No.2 Athletic Fields

CK Project No.23021

Attention: Bidders

By: Michael Shows, AIA
Project Architect

Date: 08 July 2024

The bid documents for the above referenced project are hereby amended to include this Addendum. The items in this addendum shall be included as part of the contract scope of work requirement and therefore should be included within your bid.

GENERAL:

1. Chain Link Fencing Specifications:

Reference Section 2.3 para A and D of specification section 32 3113 Chain Link Fencing.

We acknowledge that other similar performing steel with different weights and coating systems exists. ASTM F 1083 compliance is not required. However, structural performance criteria set forth by this specification must be met or exceeded. Products like 'US Premier Tube Mill PT40', 'Allied SS-40', and 'Wheatland WT-40' are such examples.

As a reminder, sole source manufacturer items listed in the specifications shall be considered as "Basis of Design". Substitutions do not require prior approval and shall meet or exceed the technical & design criteria set forth in the specifications.

ADDENDUM FIVE

River Run Park at Northport Shore Package No.2 Athletic Fields

CK Project No.23021

Attention: Bidders

By: Michael Shows, AIA
Project Architect

Date: 09 July 2024

The bid documents for the above referenced project are hereby amended to include this Addendum. The items in this addendum shall be included as part of the contract scope of work requirement and therefore should be included within your bid.

GENERAL:

1. Regarding the bid bond amount: The \$10,000.00 maximum set in the instructions to bidders is correct. Modify the advertisement for bids as instructed below.

PROJECT MANUAL:

1. SECTION ONE: Advertisement for Bids and Notice for Bids.

Modify the last sentence of item no.5 to read:

*"All bonds, sureties and/or cashier checks will be made payable to the City for an amount not less than 5 percent of the City's or its engineers or architects estimated cost of the Project or of the total bid in the proposal, but in no event more than ~~\$50,000.00~~ **\$10,000.00.**"*

ADDENDUM SIX

River Run Park at Northport Shore Package No.2 Athletic Fields

CK Project No.23021

Attention: Bidders

By: Michael Shows, AIA
Project Architect

Date: 10 July 2024

The bid documents for the above referenced project are hereby amended to include this Addendum. The items in this addendum shall be included as part of the contract scope of work requirement and therefore should be included within your bid.

GENERAL:

1. The time of construction has been extended. See modifications below.

PROJECT MANUAL:

1. SECTION ONE: Advertisement for Bids and Notice for Bids.

Modify para 1, item e, to read:

*"Time of Construction: From the date stated in the Notice to Proceed, the Project time of construction is ~~120~~ **150** consecutive calendar days."*

2. SECTION FIVE: Contract Agreement

Modify Article III, para. A, to read:

*Time for Completion/Delays: The Contractor hereby agrees to commence work under this contract on the date to be specified in a written "Notice to Proceed" of the Engineer/Architect or thirty (30) days from the date of contract execution if no notice is issued, and to fully complete the Project within ~~120~~ **150** consecutive calendar days thereafter. If this is a trade contract, then the Contractor shall perform within the time periods and at the times as established by the Construction Manager's approved construction schedule for the project. The Contractor further agrees to pay to the City, liquidated damages for each consecutive calendar day thereafter as hereinafter provided. Time is of the essence and a material element to this agreement.*

**ALABAMA IMMIGRATION LAW COMPLIANCE GUIDELINES
FOR CONTRACTORS AND VENDORS DOING BUSINESS WITH
THE ALABAMA DEPARTMENT OF REVENUE**

Section 9 of Alabama Act No. 2011-535 entitled the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act” (<http://ago.alabama.gov/File-Immigration-AL-Law-2011-535>) requires that, as a condition for the award of a contract to a business entity or employer that employs one or more employees working in Alabama, the business entity or employer provide an affidavit and documentation of enrollment in the Federal E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The attached Affidavit For Business Entity/Employer/Contractor and the entity’s E-Verify Memorandum of Understanding must be included with the bid or contract. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption.

An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify or at the Alabama Department of Homeland Security web site <http://immigration.alabama.gov>. The Alabama Department of Homeland Security has established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program.

You may scan and e-mail your documents to: everify@revenue.alabama.gov or fax to (334) 353-8599.

**FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND
CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)**

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of MS

County of Lamar

Before me, a notary public, personally appeared Tommy Shook
(print name)

who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as

Managing member (state position) for
Sports Contractor Unlimited LLC (state business
entity/employer/contractor name)

that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.*

[Signature] Signature of Affiant

Sworn to and subscribed before me this 10 day of July, 2024.
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

[Signature] Signature and Seal of Notary Public



*(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: 23012
 Termini: Alabama
 Prime Consultant: Sports Contractors Unlimited LLC

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

896842
 EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: [Signature] 7-10-24
 Authorized Officer or Agent Date

Tommy Shook managing member
 Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 10 day of July 2024

[Signature]
 NOTARY PUBLIC
 My Commission Expires: August 16, 2027



* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



BID OPENING TABULATION LIST
CITY OF NORTHPORT - RIVER RUN PARK AT NORTHPORT SHORE - ATHLETIC FIELD PACKAGES NO. 1
CHAMBLESS KING ARCHITECTS PROJECT NO.: 23021
BID OPENING: THURSDAY, JULY 11, 2024 AT 10:00 AM
NORTHPORT CITY HALL - COUNCIL CHAMBERS

Chambless King
Architects **TTL**

Contractor Name	Alabama Contractor License No.	Acknowledge Addenda No. 1 thru 6	Bid Bond	Surety	Base Bid	Alternate No. 1	Base Bid + Alternate No. 1	Envelope Adjustment
CivilCON	59175	☒ _X_Yes ☐ _No	☒ _X_Yes ☐ _No	Atlantic Specialty Insurnace Company	\$ 4,517,037.06	\$ 28,446.25	\$ 4,545,483.31	None
Price Construction		☐ _Yes ☐ _No	☐ _Yes ☐ _No					
Cornerstone Civil		☐ _Yes ☐ _No	☐ _Yes ☐ _No					
Price Civil Services		☐ _Yes ☐ _No	☐ _Yes ☐ _No					
Sur-Line Turf		☐ _Yes ☐ _No	☐ _Yes ☐ _No					
Sports Contactors	53894	☒ _X_Yes ☐ _No	☒ _X_Yes ☐ _No	The Gray Casualty and Surety Company	\$ 3,664,731.13	\$ 37,114.45	\$ 3,701,845.58	None
Game Day	53040	☒ _X_Yes ☐ _No	☒ _X_Yes ☐ _No	United Fire and Casualty Company	Not Provided	Not Provided	Not Provided	None
Milam & Company		☐ _Yes ☐ _No	☐ _Yes ☐ _No					
Specialty Turf & Supply		☐ _Yes ☐ _No	☐ _Yes ☐ _No					
Harrison Construction		☐ _Yes ☐ _No	☐ _Yes ☐ _No					
K & A Builders		☐ _Yes ☐ _No	☐ _Yes ☐ _No					
Amason & Associates		☐ _Yes ☐ _No	☐ _Yes ☐ _No					
Hall Taylor Construction		☐ _Yes ☐ _No	☐ _Yes ☐ _No					
		☐ _Yes ☐ _No	☐ _Yes ☐ _No					

 AL2554



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: July 15, 2024

SUBJECT: Resolution Authorizing the Mayor to Execute an Easement with the Department of the Army for the William Bacon Oliver Lock and Dam Project

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

In order to move forward with the planned improvements for River Run Park at Northport Shore, a small easement is needed from the Department of the Army. Execution of the easement will grant the City of Northport the authority to construct, operate, and maintain a public road for a period of fifty years.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

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

Motion for Consideration:

I move that the City Council authorize the Mayor to execute an easement with the Department of the Army for the William Bacon Oliver Lock and Dam Project.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT WITH
THE DEPARTMENT OF THE ARMY FOR THE WILLIAM BACON OLIVER LOCK
AND DAM PROJECT**

WHEREAS, the Engineering department is requesting that the City Council authorize the Mayor to execute an easement with the Department of the Army for the William Bacon Oliver Lock and Dam Project or more specifically for the construction, operation, and maintenance of a public road that will benefit the public in relation to River Run Park at Northport Shore; and,

WHEREAS, the easement will be granted for a term of fifty years, beginning August 1, 2024, and ending July 31, 2074.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the Mayor is hereby authorized execute an easement with the Department of the Army for a time period of fifty years.

RESOLVED AND DONE THIS 15TH DAY OF JULY 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Christy Bobo, Its President

Reading: July 15, 2024

Motion:

Second:

**DEPARTMENT OF THE ARMY
EASEMENT FOR PUBLIC ROAD OR STREET
WILLIAM BACON OLIVER LOCK & DAM PROJECT
Tuscaloosa County, Alabama
Tract No. 111 & Parcel 2**

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, acting under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to the **CITY OF NORTHPORT, A POLITICAL SUBDIVISION OF THE STATE OF ALABAMA**, hereinafter referred to as the grantee, an easement for a road or street, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibits “A” and “B”, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is granted for a term of fifty (50) years, beginning August 1, 2024, and ending July 31, 2074.

2. CONSIDERATION

The consideration of this easement shall be the construction, operation and maintenance of a public road for the benefit of the United States and the general public in accordance with the terms herein set forth.

3. ADMINISTRATIVE FEE

The grantee shall pay an administrative fee to the United States in the amount of **SIXTEEN THOUSAND ONE HUNDRED AND SIXTY DOLLARS (\$16,160)**, in full for the term hereof, as reimbursement for the cost of administering the easement and management and compliance activities. Said payment shall be made payable to the order of “F.A.O., USAED, Mobile” and delivered to the Real Estate Contracting Officer, Mobile District, 109 St. Joseph Street, Mobile, Alabama 36602.

4. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to the City Administrator, City of Northport, PO Box 569, Northport, Alabama 35476; and if to the United States, to the Real Estate Contracting Officer, Mobile District, 109 St. Joseph Street, Mobile, Alabama 36602, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

5. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to “Secretary”, “Real Estate Contracting Officer”, “Installation Commander”, or “said officer” shall include their duly authorized representatives. Any reference to “grantee” shall include assignees, transferees and their duly authorized representatives.

6. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Real Estate Contracting Officer, Mobile District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

7. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

9. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

10. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with

government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

12. RIGHT TO CONNECT

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of the right-of-way herein granted.

13. OTHER AGENCY AGREEMENTS

It is understood that the provisions of the conditions on **SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

14. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

15. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

16. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

17. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

18. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion.

b. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

19. RESTORATION

On or before the termination or revocation of this easement, the grantee shall, without expense to the United States and within such time as said officer may indicate, restore the premises to the satisfaction of said officer. In the event the grantee shall fail to restore the premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

20. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the premises.

21. SPECIAL CONDITIONS

a. Dam Alignment Survey Monuments & Sight Lines

Dam Alignment Survey Monument No. 5D-512 is located within the premises, and other monuments are located in the immediate vicinity, as depicted on Exhibit “C”, attached hereto and made a part hereof. These monuments are necessary for periodic lock and dam alignment surveys for Oliver Lock & Dam. The Secretary shall have unimpeded vehicular access to the monuments. Grantee agrees to protect the monuments from removal, damage or tampering, and lines of sight for periodic lock and dam alignment surveys shall not be impeded by any structure or landscaping. The Secretary reserves the right to remove any natural or manmade structure impeding lines of sight, including the right to cut, fell, trim and remove any trees, brush or vegetation.

b. Parking

Parking or unattended vehicles within the premises are expressly prohibited. It will be the Grantee’s responsibility to promptly remove unattended vehicles.

c. Lock & Dam Operations

The Secretary reserves the right to utilize the premises for staging activities during lock and dam closures, periodic maintenance, repairs, or emergency operations. Staging activities will be coordinated with the Grantee to the maximum extent possible.

22. EXECUTIVE ORDER 13658

Any reference in this section to “prime contractor” or “contractor” shall mean the Grantee and any reference to “contract” shall refer to the easement.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

a. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the

increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

b. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

c. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

d. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

e. Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage

under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

f. Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (f)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

g. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

h. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

j. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

k. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

I. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

23. APPLICABILITY OF EXECUTIVE ORDER 13658

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States.

24. EXECUTIVE ORDER 13706

Any reference in this section to "prime contractor" or "contractor" shall mean the Grantee and any reference to "contract" shall refer to the easement.

- (a) Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.
- (b) Paid Sick Leave.
 - (1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.
 - (2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave

used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

- (3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

(c) Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

(g) Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and Social Security number of each employee;

(ii) The employee's occupation(s) or classification(s);

(iii) The rate or rates of wages paid (including all pay and benefits provided);

- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)

- (i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.
- (ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or

(iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis- Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)

(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to

be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

(k) Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

(l) Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(m) Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be

resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand, by authority of the Secretary of the Army, this _____ day of _____, 2024.

CHRISTOPHER C. MAY
Real Estate Contracting Officer

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Christopher C. May, Real Estate Contracting Officer, U.S. Army Engineer District, Mobile, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he, in his official capacity, executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and seal of office this _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

THIS EASEMENT is also executed by the grantee this _____ day of _____, 2024.

CITY OF NORTHPORT, ALABAMA

By:

JOHN HINTON
Mayor

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that John Hinton, whose name as Mayor, City of Northport, Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, he, in his official capacity, executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and seal of office this _____ day of _____, 2024.

Notary Public

SEAL

My Commission Expires: _____

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____
(Name) (Secretary or Attesting Officer)

of the **CITY OF NORTHPORT, ALABAMA**, named as Grantee herein;

that **JOHN HINTON**, who signed this Agreement on behalf of the

CITY OF NORTHPORT, ALABAMA was then **MAYOR** of the City; and that said

Agreement was duly signed for and on behalf of the City by authority of its governing

body and is within the scope of its statutory powers.

Signed: _____
Secretary or Attesting Officer

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the secretary/attesting officer and the individual signing the attached instrument cannot be the same.

LEGAL DESCRIPTION

Road Easement to the City of Northport, Alabama

DACW01-2-24-0034

A variable width non-exclusive access easement located in the Northeast Quarter of the Northwest Quarter; the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 21, Township 21 South, Range 10 West in Tuscaloosa County, Alabama and being more particularly described as follows:

As a Commencement Point, begin at capped rebar found (Herndon-Hicks) marking the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 21; thence run N 86°27'22" W - 598.44 feet along the north boundary of said Section 21 to a concrete monument found; thence run N 86°33'08" W - 741.42 feet along said north boundary to a capped rebar found (cannot read); thence run N 86°29'51" W - 60.57 feet along said north boundary to a concrete monument found; thence leaving said north boundary run S 20°51'21" W - 977.70 feet to a point on the common boundary between the City of Northport and The United States of America, Oliver Lock and Dam Property; thence run N 71°22'08" E - 64.72 feet, along said common boundary, to the POINT OF BEGINNING of the easement herein described, said point located on the edge of pavement of the existing access road; thence leaving said common boundary run S 20°25'35" W - 22.70 feet, along said paving, to the point of curvature of a curve having a delta of 51°13'43" and a radius of 392.57 feet; thence run along said paving and said curve for an arc distance of 351.00 feet (Chord bearing of S 46°02'26" W - 339.43 feet) to the end of said curve, thence run S 71°39'18" W - 1103.73 feet, along said paving, to a point; thence run S 71°41'58" W - 520.94 feet, along said paving, to the point of curvature of a curve having a delta of 6°46'16" and a radius of 2,046.96 feet; thence run along said curve and said paving for a arc distance of 241.91 feet (chord bearing of S 73°49'13" W - 241.77 feet) to the end of said curve; thence leaving said paving edge, run N 12°47'39" W - 74.97 feet to a point on the aforesaid common boundary; thence run along said common boundary N 78°38'14" E - 94.53 feet to a rebar found; thence run N 71°37'55" E - 1,446.13 feet, along said common boundary, to a rebar found; thence run N 59°07'45" E - 415.09 feet, along said common boundary, to a point; thence run N 71°22'08" E - 234.12 feet, along said common boundary, to the Point of Beginning. Said easement containing 4.20 acres, more or less.

From this amount, 2.27 acres are within Tract No. 111, and 1.93 acres are within Parcel 2.

A variable width non-exclusive access easement located in the Northeast Quarter of the Northwest Quarter; the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 21, Township 21 South, Range 10 West in Tuscaloosa County, Alabama and being more particularly described as follows:

NOTES:

- I, Steven G. Faulkner, a Licensed Professional Land Surveyor of the firm of TTL, Inc., Tuscaloosa, Alabama, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards for Surveying in the State of Alabama, to the best of my knowledge, information, and belief.

$$2L \sim 2L$$

A circular professional seal for a land surveyor in Alabama. The outer ring contains the text "ALABAMA" at the top and "STEVEN G. FAULKNER" at the bottom, separated by two five-pointed stars. Inside this ring, the word "REGISTERED" is at the top and "LAND SURVEYOR" is at the bottom. The center of the seal contains the text "No. 24329" and "PROFESSIONAL" in two lines. The entire seal is enclosed in a double-lined circular border.

Easement Plat & Description		
Sheet Title		
No.	Date	Revision Description

Drawn By: GNF	Checked By: SGF
Date: 11/13/2023	Proj. No.: 23 01 1534.00
File Name: 23-1534 SurveyEasements.dwg	

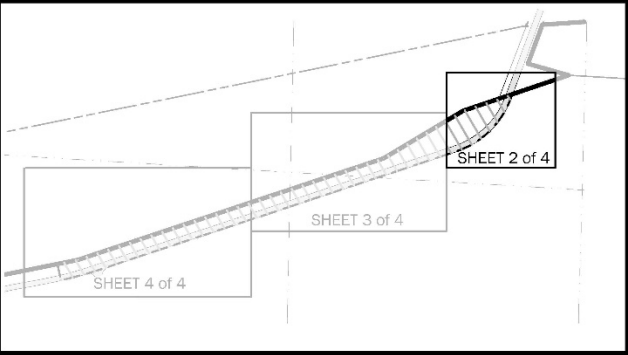
Sheet No.
1 of 4



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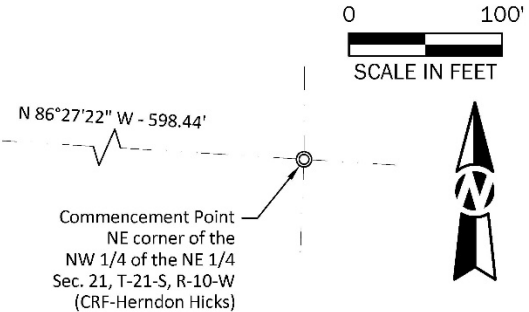
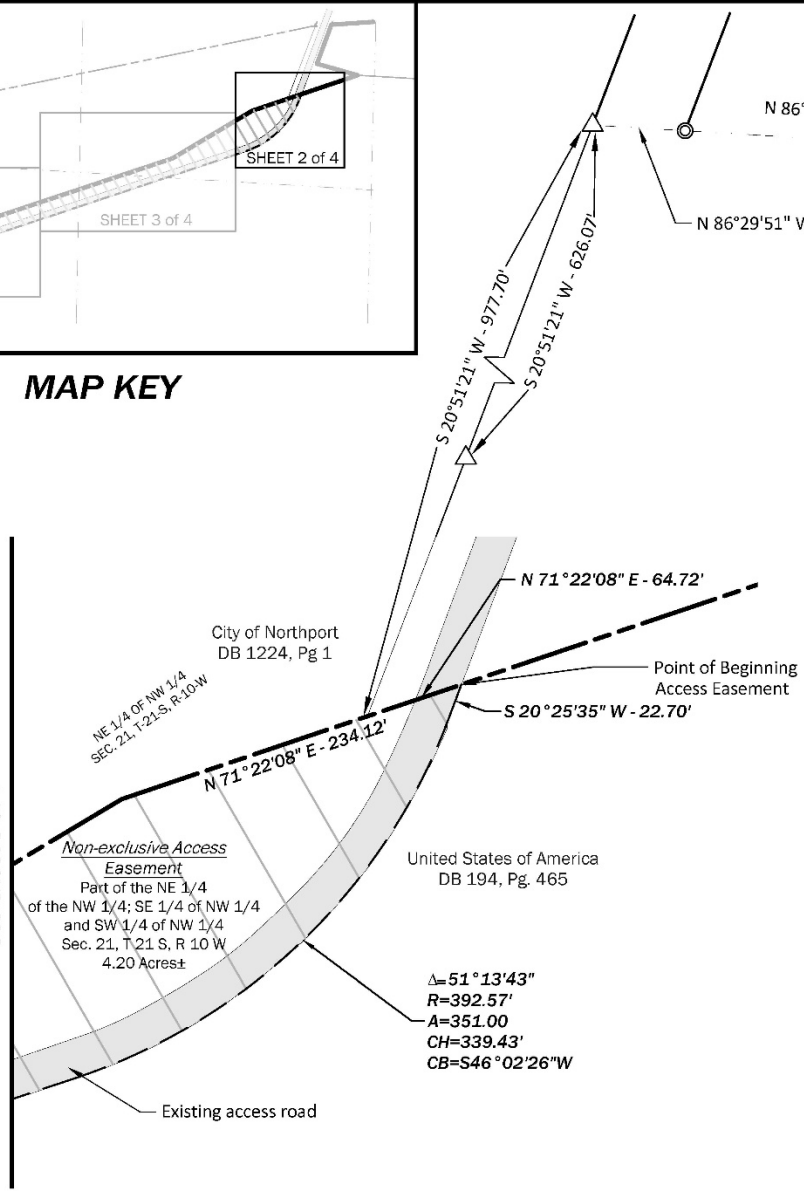
WARRIOR SPORTS AND RECREATION COMPLEX

CITY OF NORTHPORT
KENTUCK PARK ROAD
NORTHPORT, ALABAMA



MAP KEY

See Sheet 3 of 4



SURVEY LEGEND

	BOUNDARY LINE
	RIGHT-OF-WAY
	PROPERTY LINE
	SUBDIVISION LOT LINE
	CHAIN LINK FENCE
	IRON FENCE
	WIRE FENCE
	WOOD FENCE
	IRON PIPE / PIN FOUND
	CAPPED REBAR FOUND
	CONCRETE MONUMENT SET
	CONCRETE MONUMENT FOUND
	AXLE FOUND
	PINE KNOT FOUND
	CAPPED REBAR SET
	SECTION
	TOWNSHIP
	RANGE
	RIGHT-OF-WAY
	MINIMUM BUILDING LINE
	PLAT BOOK
	DEED BOOK
	PAGE
	RECORD DIMENSION
	CONCRETE PAVEMENT
	ASPHALT PAVEMENT

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WARRIOR SPORTS AND RECREATION COMPLEX

CITY OF NORTHPORT

KENTUCK PARK ROAD
NORTHPORT, ALABAMA

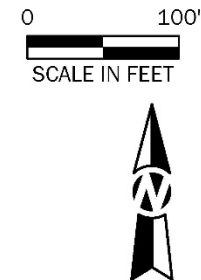
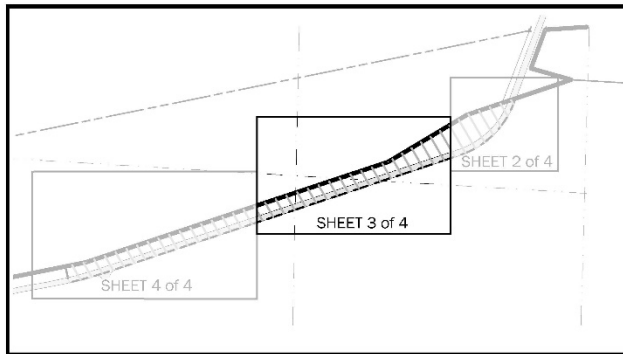
Easement Plat & Description		Revision Description	
No.	Date	No.	Date

Drawn By: GUF
Date: 11/19/2023
File Name: 23-1534-Survey-Easements.dwg

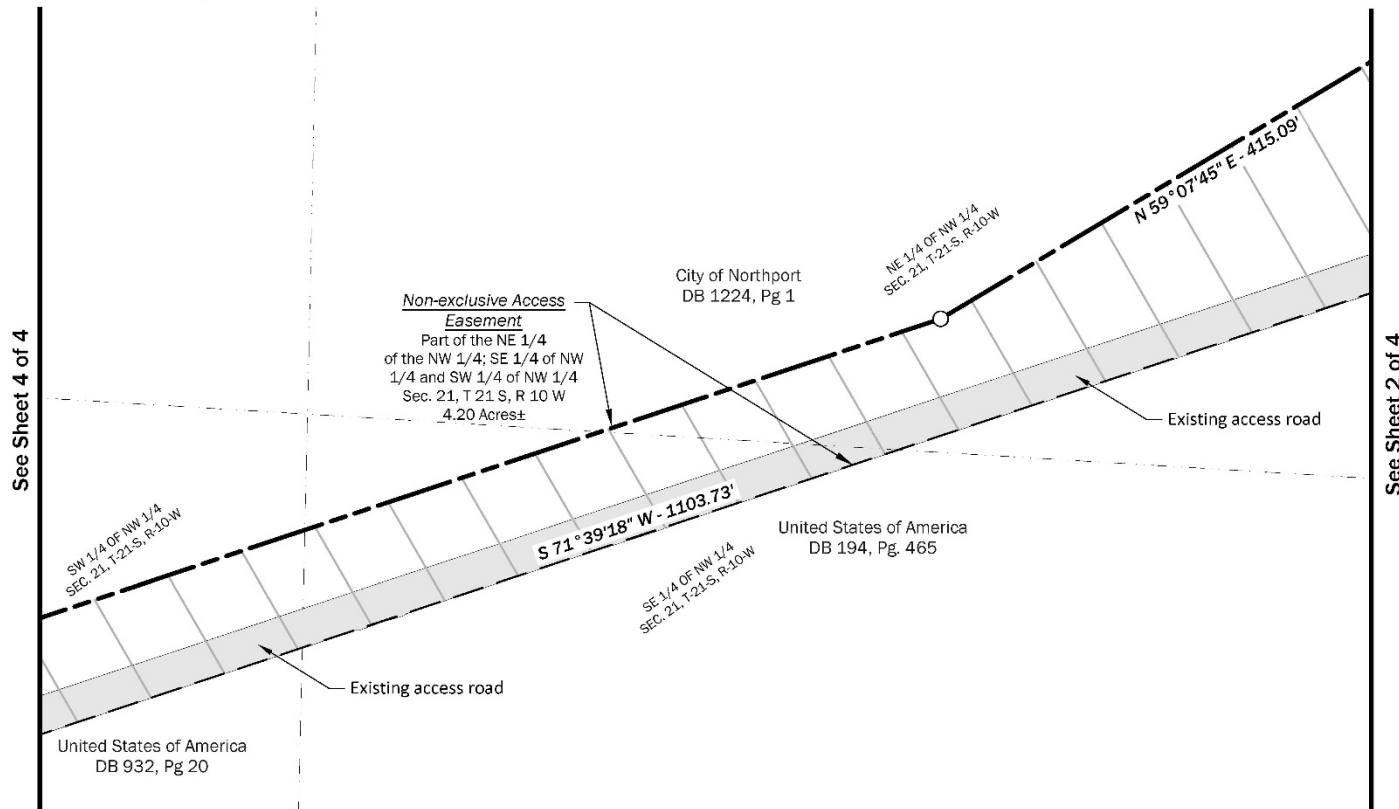
Checked By: SBF
Proj. No.: 23-01-1534-00

Sheet Title

2 of 4



MAP KEY



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**WARRIOR SPORTS AND RECREATION
COMPLEX**
CITY OF NORTHPORT
KENTUCK PARK ROAD
NORTHPORT, ALABAMA

Easement Plat & Description

No.	Date	Revision Description	Drawn By: GNF	Checked By: SGF
			Date: 11/13/2023	Proj. No.: 23-01-1534-00
			File Name: 23-1534-Survey-Easements.dwg	

Sheet No.
3 of 4



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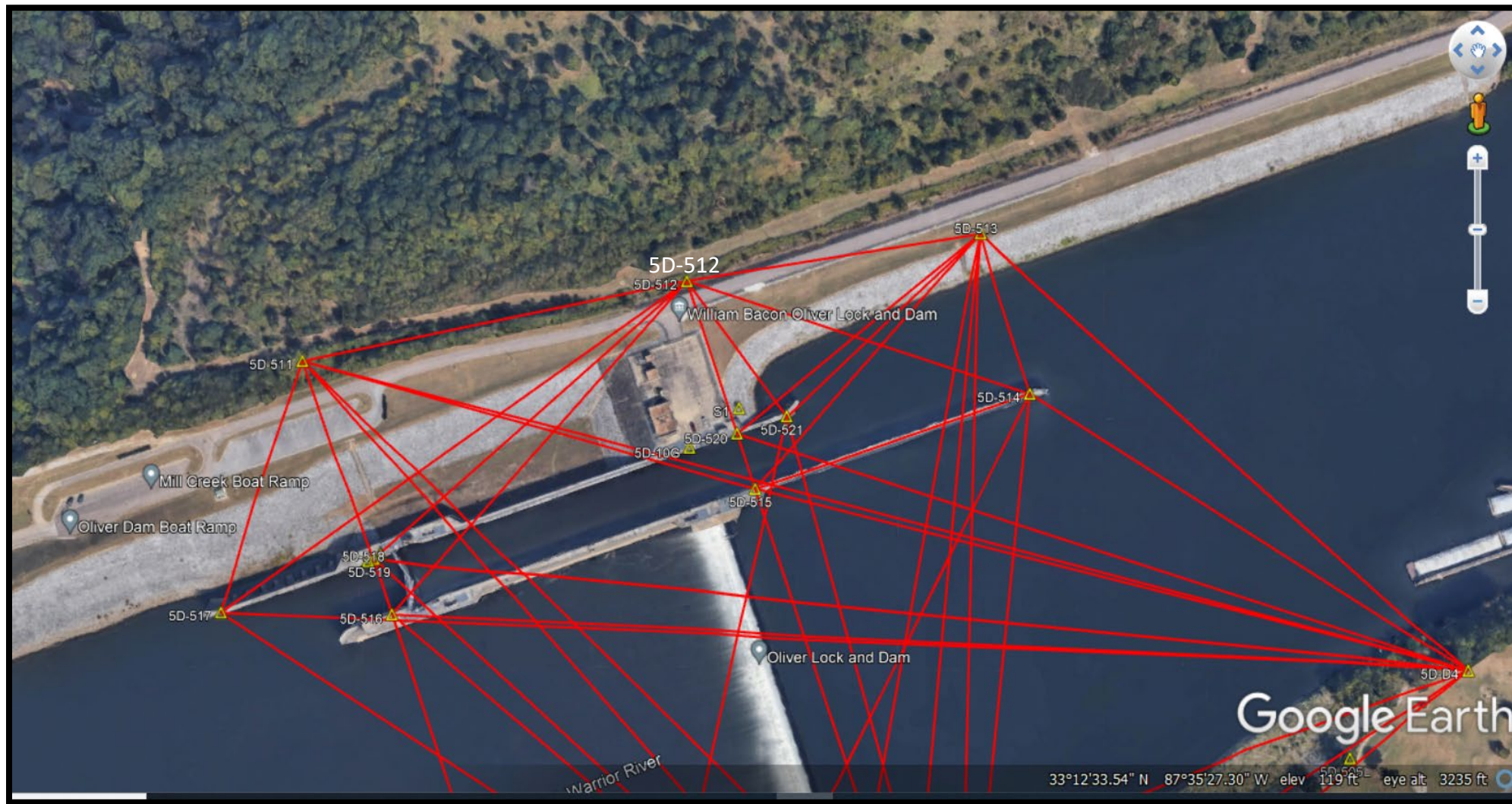
**WARRIOR SPORTS AND RECREATION
COMPLEX**

CITY OF NORTHPORT
KENTUCK PARK ROAD
NORTHPORT, ALABAMA

Easement Plat & Description					
Sheet Title					
No.	Date	Revision Description			
Drawn By: GNF			Checked By: SGF		
Date: 11/13/2023			Proj. No.: 23-01-1514-00		

Sheet No.
4 of 4

DAM ALIGNMENT SURVEY MONUMENTS & SIGHT LINES





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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: July 15, 2024

SUBJECT: Resolution Authorizing Water Service Outside of City Limits for Property Located at 13739 Blakely Lane

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: Ron Davis

Summary:

Mr. Donald & Mrs. Carolyn Barnett have property located at 13739 Blakely Lane, 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. They are requesting city water service, with the meter being placed on Rue Road. 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. Donald & Mrs. Carolyn Barnett at 13739 Blakely Lane (with the meter being placed on Rue Road), pursuant to the conditions in the resolution.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS FOR
PROPERTY LOCATED AT 13739 BLAKELY LANE**

WHEREAS, Mr. Donald & Mrs. Carolyn Barnett, have property located at 13739 Blakely Lane, and have requested that he they allowed to obtain water from the City of Northport for this property; and

WHEREAS, Mr. & Mrs. Barnett 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 13739 Blakely Lane with the meter being located on Rue Road, by majority vote of the City Council.
- 2) All costs of this connection shall be paid by the applicant and not by the City of Northport.
- 3) The applicant agrees that if at any time this property becomes contiguous to the city limits, that the property will be annexed in the City of Northport. If the applicant or future owner of this property refuses to annex into the city, then the City reserves the right to terminate water services to this property at that time.

RESOLVED AND DONE THIS _____ DAY OF _____, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: July 15, 2024
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: July 15, 2024

SUBJECT: Resolution Authorizing the City Administrator to enter into an agreement with The U.S. Department of Veterans Affairs Police

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

Please see the attached resolution authorizing the City Administrator to enter into an agreement with the U.S. Department of Veterans Affairs Police for Radio Communication between the City of Northport PD and the U.S. Department of Veterans Affairs Police.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

**Approval of the Consent Agenda will approve this expense in the amount of
\$_____ to _____.**

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN
AGREEMENT WITH THE UNITED STATES DEPARTMENT OF VETERANS
AFFAIRS POLICE**

WHEREAS the Northport Police Department would like to enter into an agreement with the United States Department of Veterans Affairs Police to provide for Radio Communications

WHEREAS the U.S. Department of Veterans Affairs agrees to purchase and maintain all equipment necessary to be a user on the City's system and all maintenance performed on User's units must be certified by a Motorola certified technician

WHEREAS it shall be the policy that City of Northport Radio System will be used for Mutual Aid Purposes

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to enter into and agreement with The United States Department of Veterans Affairs Police that will last for 10 years or until this agreement is amended or terminated.

RESOLVED AND DONE THIS ____ DAY OF JULY 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading:

Motion: _____

Second: _____



**United States Department of Veterans Affairs Police
3701 Loop Road E
Tuscaloosa, AL 35404
(205) 554-2086, Fax (205) 554-3742**



**Memorandum of Understanding (MOU)
Between
City of Northport Police Department
And
U.S. Department of Veterans Affairs Police
Regarding
Intergovernmental Agreement for the Provision the Police Radio System**

Introduction

This Memorandum of Understanding (MOU) is entered into by the City of Northport, Alabama Police and the U.S. Department of Veterans Affairs Police (Tuscaloosa). Today's public safety realities have highlighted the need for this type of agreement based on Mutual Aid and Interoperability. This MOU addresses the current challenges of radio interoperability communications between the U.S. Department of Veterans Affairs Police Department and the City of Northport, Alabama Police Department. To ensure that the public safety community reaches optimal utilization of finite communications resources and maximum interoperability, this agreement will give the U.S. Department of Veterans Affairs Police radio access to the City of Northport Police Department. In addition, this agreement allows for a partnership between the two governments which benefits the public safety and public service officials serving our citizens.

Purpose

The purpose of this agreement is to provide for Radio Communication between the City of Northport Police Department and the U.S. Department of Veterans Affairs Police. Specifically, the City of Northport Police Department and the U.S. Department of Veterans Affairs Police agree to the following obligations per this agreement.

Obligations of U.S. Department of Veterans Affairs

U.S. Department of Veterans Affairs agrees to purchase and maintain all equipment necessary to be a user on the City's system. All maintenance performed on User's units must be certified by a Motorola certified technician.

U.S. Department of Veterans Affairs agrees to have any of its devices, equipment, or subscriber units, which may cause any problems on the System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.

U.S. Department of Veterans Affairs agrees to guarantee that all persons who will be operating subscriber units are adequately trained. The City of Northport will provide training to the User representative, who will in turn be responsible for training all persons authorized to operate a unit on the City's system.

Definitions

"Agreement" means this MOU between the City of Northport and, U.S. Department of Veterans Affairs setting forth the services provided as well as the terms and conditions under which the services are provided and includes its exhibits, attachments, and any renewals or attachments.

Policy

It shall be the policy that City of Northport Radio System will be used for Mutual Aid Purposes. Use of the City of Northport Radio System will last for 10 years or until this agreement is amended or terminated. The City of Northport will dictate all future use of the Radio Usage and be responsible for the authorization of future users.

User Procedure Requirements

As previously stated in this document, the City of Northport Radio System is intended for use when it will enhance the safety or effectiveness of personnel performing their operational responsibilities. The City of Northport Radio System may be requested, if needed, to allow Interoperability and Mutual Aid between each agency's command personnel dealing with Emergency Situations. Specific training, exercise, and equipment requirements will be addressed and managed by Agency Heads.

Updates to the MOU

This agreement may be revised or amended at any time by mutual agreement of all parties and the governance body. Once the language of the MOU is modified the City of Northport will provide all parties of the MOU with written notification of the change and reissue the modified MOU.

Termination

Either party may terminate this agreement by giving 30 days advanced written notice to the other party. If a party terminates their participation in this agreement, the party shall be liable only for

performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

Local Considerations

This agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Alabama and the laws of Northport.

Signatures

U.S Department of Veterans Affairs Police Department:

(Signature) 
Cedric Porter
Chief of Police
VA Police-Tuscaloosa

(Date) June 14, 2024

City of Northport Police Department

(Signature) _____

(Date) _____



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: July 15, 2024

SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with The Appraisal and Consultant Group, Inc. for Main Avenue Revitalization Project Review Appraisal Services

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

The Main Avenue Revitalization project is funded in part by federal dollars. Review appraisals of acquisitions and easements are required under federal regulations. The Engineering department is requesting authorization to enter into a contract with The Appraisal and Consultant Group, Inc. in the amount of \$37,000.00.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

GL Code No. 01-32-600-81005 Amount: \$37,000.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a contract with The Appraisal and Consultant Group, Inc. for the Main Avenue Revitalization project for review appraisal services in the amount of \$37,000.00.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
CONTRACT WITH THE APPRAISAL AND CONSULTANT GROUP, INC. FOR MAIN
AVENUE REVITALIZATION PROJECT REVIEW APPRAISAL SERVICES**

WHEREAS, appraisals have been conducted for the Main Avenue Revitalization project; and,

WHEREAS, the Main Avenue Revitalization project is partially funded with federal dollars and review appraisals are required under federal regulations; and,

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute a contract with The Appraisal and Consultant Group, Inc. for review appraisal services associated with the Main Avenue Revitalization project; and,

WHEREAS, the fiscal impact for the City for this contract will be in the amount of \$37,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to execute a contract with The Appraisal and Consultant Group, Inc. in the amount of \$37,000.00 for review appraisal services associated with the Main Avenue Revitalization project.

RESOLVED AND DONE THIS 15th DAY OF JULY 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

BY:

Christy Bobo, Its President

Glenda D. Webb
City Administrator

Reading: July 15, 2024

Motion:

Second:



July 11, 2024

Brad Mathews, P.E.
Assistant City Engineer
City of Northport
P.O. Box 569
Northport, Alabama 35476

Re: Review Appraisals Request
Main Avenue Project
Northport, AL

Dear Mr. Mathews:

The Appraisal and Consultant Group, Inc. agrees to provide review appraisals of the above-mentioned City of Northport Project according to the following terms.

1. Specifications of the Review Appraisals.

Subject Property:	37 Tracts
Property Type:	Commercial and Residential
Interest to be Valued:	Temporary Construction Easements
Additional Property to be Valued:	None
Intended Use:	To assist Client and intended users in reviewing Temporary Construction Easement appraisals prepared for the above referenced project

Intended User(s):	The City of Northport, Alabama and any others that may be identified by the Intended User.
Type of Value:	Temporary Construction Easements in compliance with Alabama Department of Transportation appraisal standards. The definition of the type of value will be stated in the report.
Date of Value:	As indicated in the provided appraisals.
Hypothetical conditions, Special/Extraordinary assumptions:	Describe / none anticipated
Anticipated Scope of Work:	Review Appraiser's anticipated scope of work for developing the appraisal will include: an exterior inspection of each the property to be encumbered with the Temporary Construction Easements and the application of all approaches to value necessary to produce a credible value conclusion.
Report Option and Format:	Form written Review Appraisal Report
Delivery Date:	Within 45 days from acceptance of the Engagement Letter. Review Appraiser will use Appraiser's best efforts to deliver the appraisal report no later than such date. Review Appraiser's delivery of the report is contingent on Appraiser's timely receipt of information and documentation from Client and other parties. In the event of a delay beyond that date, Appraiser will inform Client promptly as soon as reasonably practicable.
Review Appraiser's Interest In Subject Property or in Client or Other Involved Parties:	The Review Appraiser has no knowledge of any current or prospective interest of the Appraiser in the subject property or in Client or other parties involved in the transaction to which this appraisal relates.

**Prior Services
Regarding Subject
Property (USPAP
Disclosure):**

Review Appraiser has not performed any prior review appraisal services regarding the subject property within the three year period immediately preceding the date of this Agreement, as an appraiser or in any other capacity.

Special Conditions:

None

Appraisal Fee:

\$37,000

Payment Terms:

Final payment for the remaining balance will be due and payable within 30 days of Client's receipt of the report. Review Appraiser will invoice Client upon completion.

- 2. Property Documentation.** Client agrees to provide Review Appraiser with the documentation required and requested by the Appraiser to complete the review appraisals.

Client: _____
Dated: _____
By: _____

Name: _____
Position: _____

Appraiser: Edmond G. Eslava III, MAI, SRA, ASA
Dated: 7-11-2024

By: 
Name: The Appraisal & Consultant Group, Inc.
Position: Owner



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

AGENDA ITEM NO. 9.c.1.
MEETING DATE: July 15, 2024
SUBJECT: Minutes, July 1, 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 July 1, 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 July 1, 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, July 1, 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 presented a proclamation to The Paint Spot recognizing them as Business of the Month.

APPROVAL OF AGENDA

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to approve the agenda for the July 1, 2024, **as printed. Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

VISITORS TO ADDRESS COUNCIL

There were no visitors to address council.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

First Reading Offered by, Pro Tem Washington **Ordinance for annexation of approximately 0.59 acres located at 4204 68th Avenue with zoning designation of RS-1 (Single-Family Residential).** Vickie C. Walker, requests annexation of approximately 0.59 acres located at 4204 68th Avenue. The property does meet annexation requirements and is eligible for annexation into the city limits. The Northport Planning and Zoning Commission met in a regular meeting on June 11, 2024. The Commission made a favorable recommendation that the request for annexation be granted.

First Reading Offered by, Councilwoman Dykes **Ordinance for annexation of approximately 3.84 acres located at 8790 Highway 43 N with zoning designation of O-I (Office Institutional).** Chapel Hill Baptist Church, requests annexation of approximately 3.84 acres located at 8790 Highway 43 N. The property does meet annexation requirements and is eligible for annexation into the city limits. The Planning and Zoning Commission met during a regular scheduled meeting on June 11, 2024, and voted to give a favorable recommendation to the City Council.

First Reading Offered by, Councilman Wiggins **Ordinance Amending the Municipal Code pertaining to Fees for Public Improvement, Assessments, and Property Information Letters.** The City frequently receives requests for information, typically from real estate professionals, as part of real estate closings to determine if there are any municipal assessments against a particular property. For commercial real estate transactions, these requests are often more detailed. This ordinance will amend Code Section 66-1, which set the assessment letter fee at \$5.00 in 1990, to update the fees and provide more options for requesters. The process will now take place through CitizenServe, which will allow requesters to select which options they need. These costs will be cumulative, so for all three, the fee would be \$155.00 (or more depending on whether electronic copies are available or not). This amendment was recommended by the Finance Committee at their regular meeting of June 17, 2024.

Motion by Councilwoman Dykes, **Second** by Councilman Wiggins to adopt **Resolution 24-110 Authorizing the City Administrator to Execute an Agreement with Thompson Engineering for the 2024 Resurfacing Project.** Thompson Engineering will perform design and construction engineering and inspection services for the for \$119,000. **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 24-111 Authorizing the City Administrator to Execute Change Order No. 1 with Central Alabama Asphalt and Construction Company, LLC for the 2023 Resurfacing Project.** The City Council previously awarded the 2023 Resurfacing Project to Central Alabama Asphalt and Construction Company, LLC in the amount of \$947,229.26. A balancing change order is required to finalize costs for

project closeout and authorize final payment. The balancing change order accounts for the addition of an inlet top replacement and final line-item quantities and costs. This is a deductive change order in the amount of \$69,975.03; the final total project cost will be \$877,254.23. **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 24-112 Authorizing the City Administrator to Execute a Contract with Apex Civil Construction, LLC for Chip and Seal Roadway Work.** The City of Northport Engineering department solicited proposals for chip and seal work to be performed at multiple City locations. The lowest responsible respondent was Apex Civil Construction, LLC with a proposal of \$94,500.00. Funding for this work is budgeted in Engineering's FY 2024 operational budget. **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 Wiggins to adopt **Resolution 24-113 Authorizing the City Administrator to enter into a contract with Comcate for Code Enforcement Software.** This will be a one-year contract for the implementation and annual license fee for a total cost of \$14,814.00. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

CONSENT AGENDA

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to **approve the Consent Agenda** as printed for the **July 1, 2024, Council Meeting:**

1. Minutes, June 17, 2024, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, Outsourced Legal Services - Rosen Harwood, P.A. \$5,162.50 Mediation expenses pertaining to the City of Northport v Capital Properties, LLC/Rick Harbin litigation settlement.
4. Purchase Requisition, Electric Motor Sales & Service, in the amount of \$5,995.00, is for a water pump for the Wastewater Treatment Plant. This will replace the existing pump that has reached its useful life. This pump is required to continue operation at the Wastewater Treatment Plant.
5. Purchase Requisition, the transmission in #6378, a 2013 International Rear-Loading Garbage Truck, needs to be replaced. The forward gear no longer works. New transmission from W.W. Williams in Birmingham is \$6,888.72. Fleet Shop mechanics will install.

REPORTS OF SPECIAL COMMITTEES OF COUNCIL

There was no unfinished business.

PUBLIC HEARINGS

- A. There were **no** Public Hearing items on the agenda for the **Engineering Department.**
- B. There were **no** Public Hearing items on the agenda for the **Legal Department.**
- C. There were **no** Public Hearing item on the agenda for the **Planning & Inspection Department.**
- D. There was **one** Public Hearing items on the agenda for the **Police Department.**
 1. Application from Ana Aguilar Paiz of Eufaula, AL, for ABC license for Tienda Mi Preferida located at 919 McFarland Boulevard.
 - i. President Bobo opened the floor for item 11.d.1.
 - ii. Translator for Ana Aguilar Paiz offered her support of the family and business.
 - iii. President Bobo closed the floor for item 11.d.1.

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to approve ABC license for Tienda Mi Preferida. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

CITY ADMINISTRATOR’S BUSINESS

Thursday’s garbage, trash, and recycling services will be picked up Friday due to July 4th Holiday.

DEPARTMENTAL BUSINESS

No official business to discuss.

MAYOR AND COUNCIL MEMBER’S BUSINESS

Mayor Hinton – No official business to discuss.

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

Pro Tem Washington, District 2 – Happy & Safe July 4th.

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

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

Councilman Aiken, District 5 – No official business to discuss for District 5.

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

There being no further business to come before the Council, the meeting was **adjourned at 5:43 p.m.**

ATTEST:

Christy Bobo, President

Glenda D. Webb, City Administrator



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

AGENDA ITEM NO. 9.c.2.
MEETING DATE: July 15, 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 6/27/2024 - 7/10/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Thompson Engineering Inc	240502416	06/27/2024	Proposal for CE&I Services for ...	27,782.04
Thompson Engineering Inc	240502418	06/27/2024	CE&I Services - Watermelon R...	14,691.27
TTL Inc.	2138149	06/27/2024	ALDOT Reimbursement	91,719.12
Annie Moton	INV0022406	06/27/2024	NPCC Security Deposit Refund...	100.00
MICKEY'S BACKHOE SERVICE I...	INV0022441	06/27/2024	ROW Refund Permit # ROW24...	725.00
MICKEY'S BACKHOE SERVICE I...	INV0022442	06/27/2024	ROW Permit Refund Permit # ...	725.00
MICKEY'S BACKHOE SERVICE I...	INV0022443	06/27/2024	ROW Refund Permit # ROW23...	725.00
MICKEY'S BACKHOE SERVICE I...	INV0022444	06/27/2024	ROW Permit Refund Permit # ...	725.00
Melanee Styring	INV0022479	07/03/2024	NPCC Security Deposit Refund...	100.00
Sheila Bell	INV0022480	07/03/2024	NPCC Security Deposit Refund...	100.00
Angela Henline	INV0022481	07/03/2024	NPCC Security Deposit Refund...	100.00
				137,492.43

Department: 13 - Mayor & City Council

Award Company of America L...	56672	07/03/2024	Rosewood Gavel for Hogg -re...	95.40
Verizon	9966964492	06/27/2024	Acct 942073882-00001	296.86
Verizon	9967351976	07/03/2024	ACCT 423469999-00001	49.41
Faucett-Vestavia Elementary	INV0022397	06/27/2024	ADMIN - Dist Dev Funds	4,000.00
Schoolyard Roots	INV0022398	06/27/2024	ADMIN - Dist Dev Funds	1,000.00
Tuscaloosa County High School	INV0022464	07/03/2024	Volleyball	150.00
Tuscaloosa County High School	INV0022495	07/03/2024	Admin - Dist Dev Funds	600.00

Department 13 - Mayor & City Council Total: 6,191.67

Department: 15 - Administrative

Your Real Next Step	00004	06/27/2024	Invoice- Your Real Next Step	2,800.00
Johnson Controls Inc.	1-133161152308	07/03/2024	CH - install & evaluation of ne...	2,089.24
Comcast Cable	INV0022392	06/27/2024	1425 Main Ave Unit HMOFC 8...	362.90
Alabama Power Company	INV0022381	06/27/2024	SB23192-17002	8,677.83
Alabama Power Company	INV0022381	06/27/2024	SB23192-17002	542.27
Alabama Power Company	INV0022381	06/27/2024	SB23192-17002	811.07
Alabama Power Company	INV0022381	06/27/2024	SB23192-17002	382.10
Alabama Power Company	INV0022381	06/27/2024	SB23192-17002	387.06
Christy Bobo	INV0022483	07/03/2024	Reimbursement for President ...	35.20
KPS Group Inc	228006-00-18	06/27/2024	BLANKET PO - KPS Group (Co...	3,579.93
Verizon	9966964492	06/27/2024	Acct 942073882-00001	154.11
Lynch Supply Company Inc	231701	06/27/2024	cemetery markers engraved u...	793.12
Express Employment Professi...	30901559	06/27/2024	admin temp kiara thomas	1,085.50
Spire	INV0022399	06/27/2024	3401 Main Ave C 0420679877	199.93
Spire	INV0022402	06/27/2024	512 Main Ave 4973862222	8.30
Eatmybeats Inc.	87542	06/27/2024	Groove & Grub #1 June 20th	4,275.00
Verizon	9967351976	07/03/2024	ACCT 423469999-00001	140.47
Northport Sports Complex De...	INV0022462	07/03/2024	Sports Complex Development	35,000.00
Express Employment Professi...	30937680	06/27/2024	admin temp kiara thomas	426.47
Amazon Capital Services	11QX-W1FQ-TNQR	07/03/2024	laminator	53.91
Cintas	4197396134	07/03/2024	PAYER # 14353428	51.68
DP Holdings LLC	INV0022477	07/03/2024	PROPERTY LEASE - JULY 2024	2,750.00
Lowe's Home Centers Inc.	87800	07/03/2024	Supplies to repair water dama...	182.99
Amazon Capital Services	1XHF-RK11-LY4N	07/03/2024	2024 Holiday Open House	356.73

Department 15 - Administrative Total: 65,145.81

Department: 16 - Legal

Trussell Funderburg Rea & Bell..	9575	06/27/2024	CONSENT 6/17/24 Outsourced..	42,977.39
Rosen Harwood P.A.	47821.338	07/03/2024	CONSENT 7/1/24 Outsourced ...	5,162.50
Verizon	9966964492	06/27/2024	Acct 942073882-00001	131.39
Verizon	9967351976	07/03/2024	ACCT 423469999-00001	48.71
Krebs Law LLC	02469	07/03/2024	Outsourced Legal-Final Invoice..	83,333.33

Expense Approval Report

Payment Dates: 6/27/2024 - 7/10/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Gilmore Rowley Crissey & Wil...	16376	07/03/2024	Outsourced Legal - Title Revie...	500.00
Mary Virginia Buck	INV0022476	07/03/2024	RETAINER SERVICES - JULY 20...	350.00
Department 16 - Legal Total:				132,503.32
Department: 17 - Municipal Court				
Janie Lee Mangeri Smith	INV0022393	06/27/2024	Special Prosecutor 6/12 6/14	1,750.00
Christopher Edward Allen	INV0022394	06/27/2024	Special Judge 6/10 6/12 6/14	2,625.00
Staples Business Advantage	6005412786	06/27/2024	Supplies	103.08
Staples Business Advantage	6005412792	06/27/2024	Supplies	198.71
District Attorney Restitution R...	INV0022504	07/03/2024	JUNE 2024	625.05
The Parsons Firm PC	INV0022506	07/03/2024	JUNE 2024	1,804.10
Krebs Law LLC	INV0022465	07/03/2024	JUDICIAL SERVICES - CITY PRO...	3,953.50
Paul W. Patterson II P.C.	INV0022466	07/03/2024	JUDICIAL SERVICES - MUNICIPI...	5,953.50
State Judicial Administration F...	INV0022497	07/03/2024	JUNE 2024	3,119.66
The Citizenship Trust Fund	INV0022498	07/03/2024	JUNE 2024	382.00
Presiding Circuit Judges' Judici...	INV0022499	07/03/2024	JUNE 2024	773.37
Circuit Clerk's Judicial Adminis...	INV0022500	07/03/2024	JUNE 2024	770.94
Alabama Peace Officer's Annui...	INV0022501	07/03/2024	JUNE 2024	1,612.00
Alabama Crime Victims Comp...	INV0022502	07/03/2024	JUNE 2024	810.00
Solicitor's Fund	INV0022503	07/03/2024	JUNE 2024	5,592.03
Alabama Comptroller's Office	INV0022505	07/03/2024	JUNE 2024	22,491.30
Department 17 - Municipal Court Total:				52,564.24
Department: 22 - Information Technology				
Xerox Corporation	5855294	07/03/2024	Contract Charge 5/29-6/28/24	1,422.48
VC3 INC.	153516	07/03/2024	IT - Monthly Backups	2,240.00
A T & T	1962140900	06/27/2024	831-001-2247 676	844.41
A T & T	4027210907	06/27/2024	831-001-3720 096	542.65
A T & T	8194190901	06/27/2024	831-001-2475 849	746.62
A T & T	8194190901	06/27/2024	831-001-2475 849	1,906.34
Comcast Cable	INV0022385	06/27/2024	1781 Harper Rd 8396 90 014 ...	350.16
Comcast Cable	INV0022496	07/03/2024	3721 26TH AVE 8396 90 014 0...	149.52
CDW Government LLC	RT00073	06/27/2024	IT - RFID Readers 82 Series	2,117.00
Comcast Cable	INV0022387	06/27/2024	1101 MLK Blvd 8396 90 014 0...	151.21
Spectrum Business	INV0022389	06/27/2024	13205 Martin Rd SPUR 17739...	119.99
Comcast Cable	INV0022386	06/27/2024	3500 McFarland Blvd 8396 90 ...	88.77
Comcast Cable	INV0022404	06/27/2024	3500 MCFarland Blvd OFC 839...	589.34
Brandi Hambright	007199	06/27/2024	IT - Wirecast Telestream Emer...	46.00
Verizon	9966964492	06/27/2024	Acct 942073882-00001	80.02
Comcast Cable	INV0022446	06/27/2024	3721 26th Ave OFC 8396 90 0...	338.59
CDW Government LLC	RW79185	06/27/2024	Startech Wall mount network ...	417.84
CDW Government LLC	RW79185	06/27/2024	Startech 2U 16 inch Vented Se...	250.08
CDW Government LLC	RW79185	06/27/2024	Netgear 48 Port Switch	5,387.18
CDW Government LLC	RW79185	06/27/2024	Netgear 24 Port Switch	6,087.87
Comcast Cable	INV0022445	06/27/2024	5410 Hwy 69N 8396 90 014 0...	253.85
Comcast Cable	INV0022447	06/27/2024	5410 Hwy 69N 8396 90 014 0...	423.35
T-Mobile US Inc.	INV0022461	07/03/2024	ACCT 976900299	236.72
Amazon Capital Services	1P79-VWGR-D1VH	06/27/2024	Asus ZenDrive External DVD Dr..	174.95
Verizon	9967351976	07/03/2024	ACCT 423469999-00001	90.98
Amazon Capital Services	1TXT-GQCV-47YJ	06/27/2024	External Hard Drive 4TB	766.86
Staples Business Advantage	6005412794	06/27/2024	Duracell AA batteries 36/pack	38.19
Staples Business Advantage	6005412794	06/27/2024	Sharpie Gel Retractable Blue ...	13.47
Staples Business Advantage	6005412794	06/27/2024	Cups	7.11
Staples Business Advantage	6005412794	06/27/2024	Lids	3.22
Staples Business Advantage	6005412794	06/27/2024	HP 410A Black Standard Yield ...	179.22
Xerox Corporation	IN2837437	07/03/2024	PER COPY CHARGE 5/29-6/28...	797.18
Amazon Capital Services	1G99-99ML-X46H	07/03/2024	48 port patch panel	266.98
Amazon Capital Services	1G99-99ML-X46H	07/03/2024	10 pack 2-port wall plate	24.46
Amazon Capital Services	1G99-99ML-X46H	07/03/2024	10 pack HDMI keystone	35.97
Amazon Capital Services	1G99-99ML-X46H	07/03/2024	10 pack 3-port wall plate	38.55
Amazon Capital Services	1G99-99ML-X46H	07/03/2024	10 pack RJ45 keystone	47.55
Amazon Capital Services	1G99-99ML-X46H	07/03/2024	50 pack RJ45 keystone	59.95

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Peerless Network	54234	07/03/2024	CITYOFNO8441	2,614.83
Peerless Network	54365	07/03/2024	CITYOFNO4051	426.35
New Horizons Communication...	C106442	07/03/2024	CORP-779914	113.74
EZDA Solutions LLC	CINV-048	07/03/2024	IT - Online Training Courses pe...	2,697.00
Department 22 - Information Technology Total:				33,186.55
Department: 25 - Finance				
Verizon	9966964492	06/27/2024	Acct 942073882-00001	235.58
Department 25 - Finance Total:				235.58
Department: 26 - Human Resources				
Municipal Workers Compensat..	INV0022388	06/27/2024	Final Audit Billing	62,499.20
Gene Lary's Trophy Shop	INV0022482	07/03/2024	Retirment Plaques	96.07
Custom Films	2421	06/27/2024	Window Tint for Explorer	140.00
Verizon	9966964492	06/27/2024	Acct 942073882-00001	131.39
Badgepass Inc.	INV117047	07/03/2024	Badgepass Supplies Holo Lami...	176.69
Department 26 - Human Resources Total:				63,043.35
Department: 28 - Planning & Inspections				
Northport Gazette The	INV0022451	07/03/2024	June 2024 Zoning Work Sessio...	28.00
Verizon	9966964492	06/27/2024	Acct 942073882-00001	222.77
Verizon	9967351976	07/03/2024	ACCT 423469999-00001	268.50
Northport Gazette The	INV0022454	07/03/2024	Legal Notice A-24-2 Chapel Hill..	793.80
Northport Gazette The	INV0022455	07/03/2024	Legal Notice - A-24-1 Vickie W...	341.60
Truck Supply and Outfitters	16293	07/03/2024	New Truck Mats, Toolbox, Bed...	195.97
Truck Supply and Outfitters	16293	07/03/2024	New Truck Mats, Toolbox, Bed...	594.00
Amazon Capital Services	1679-MHGM-M91Y	07/03/2024	P&I Office Supplies	211.18
Department 28 - Planning & Inspections Total:				2,655.82
Department: 32 - Engineering				
Thompson Engineering Inc	240502418	06/27/2024	CE&I Services - Watermelon R...	3,672.82
Thompson Engineering Inc	240502749	06/27/2024	MLK - Amendment to Utility R...	82,510.82
Alabama Power Company	INV0022381	06/27/2024	SB23192-17002	469.81
Alabama Power Company	INV0022381	06/27/2024	SB23192-17002	32,477.40
Verizon	9966964492	06/27/2024	Acct 942073882-00001	404.82
Amazon Capital Services	1G6P-NFG7-6KXL	06/27/2024	Office Furniture	149.99
Alabama Graphics & Engineer...	2181129-IN	06/27/2024	Plotter Ink	602.79
Verizon	9967351976	07/03/2024	ACCT 423469999-00001	218.15
Amazon Capital Services	1VQH-4TLC-JDNJ	06/27/2024	Ipad keyboard and iPhone Case	19.99
Amazon Capital Services	16GL-PN7L-LWC9	06/27/2024	Office Supplies - General	103.49
Department 32 - Engineering Total:				120,630.08
Department: 33 - Police				
Global HR Research LLC	DISAScreen-20243-38232	06/27/2024	New Hire Background Checks	50.00
Global HR Research LLC	DISAScreen-20245-41531	06/27/2024	New Hire Background Checks	91.56
Amazon Capital Services	16FM-94DQ-9LH3	07/03/2024	Camera battery and flash	23.46
Amazon Capital Services	16JR-V63F-9TWY	07/03/2024	Camera battery and flash	26.35
Winfield Tool & Equipment Re...	398871-0001	07/03/2024	PD Compound - scissor lift for ...	158.25
Northport Auto Supply Co. Inc.	100855441	06/27/2024	PD #0504 - 4WD actuator & re...	114.16
Northport Auto Supply Co. Inc.	100855635	06/27/2024	PD #0504 - 4WD actuator & re...	19.85
Municipal & Commercial Unif...	413075	06/27/2024	AGENDA 11.28.23 - PD Unifor...	157.95
Amazon Capital Services	1MY7-NVWQ-GX4V	06/27/2024	lanyards for Teen Academy	39.99
Amazon Capital Services	1X7M-WLQH-RWWR	06/27/2024	External hard drive for A. Blal...	33.98
Galls LLC	028188859	07/03/2024	Galls	79.05
Lowe's Home Centers Inc.	82854	06/27/2024	PD - blanket PO for emergency..	28.55
Alabama Power Company	INV0022381	06/27/2024	SB23192-17002	875.02
Alabama Power Company	INV0022381	06/27/2024	SB23192-17002	11,183.79
Alabama Power Company	INV0022381	06/27/2024	SB23192-17002	2,059.41
Power and Rubber Supply	3453395	06/27/2024	PD Compound - flex coupling ...	34.86
Tuscaloosa Tire & Service Cen...	N288234	06/27/2024	PD #439 - new tires & alignme...	663.31
LeadsOnline LLC	412375	06/27/2024	LeadsOnline Service Renewal	4,442.00
Verizon	9966964492	06/27/2024	Acct 942073882-00001	200.05
Tuscaloosa Tire & Service Cen...	N288290	07/03/2024	PD #463 -alignment	79.95
Spire	INV0022401	06/27/2024	3000 Charlie Shirley Rd 21140...	38.85

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Northport Auto Supply Co. Inc.	100852228	06/27/2024	PD #1539 - oil pan assembly	213.92
Northport Auto Supply Co. Inc.	100859239	06/27/2024	PD #436 - water pump & belt	104.06
GFL Environmental Inc.	UI0000028282	06/27/2024	Acct UI1703	409.74
Northport Auto Supply Co. Inc.	100859885	06/27/2024	PD #442 - serpentine belt & t...	118.36
Burnum-Hahn Exterminators I...	INV0022382	06/27/2024	Monthly Pest Control	179.00
Tuscaloosa Tire & Service Cen...	N288356	07/03/2024	PD #2678 - new tires & alignm...	663.31
Verizon	9967351976	07/03/2024	ACCT 423469999-00001	40.01
Lowe's Home Centers Inc.	92937	06/27/2024	PD Table Repair	15.16
Staples Business Advantage	6005412788	06/27/2024	assorted zip ties	37.99
Staples Business Advantage	6005412788	06/27/2024	11" zip ties	50.38
Staples Business Advantage	6005412788	06/27/2024	storage boxes	134.30
Staples Business Advantage	6005412788	06/27/2024	7" zip ties	13.19
Staples Business Advantage	6005412788	06/27/2024	18" zip ties	140.26
Staples Business Advantage	6005412793	06/27/2024	file jacket	50.56
Staples Business Advantage	6005412793	06/27/2024	file jacket 1"	49.14
Staples Business Advantage	6005412793	06/27/2024	paper mate flair pens	15.94
Staples Business Advantage	6005412793	06/27/2024	sharpie - fine tip	8.28
Staples Business Advantage	6005412793	06/27/2024	packing tape	59.92
Coker's Body Shop	12685	06/27/2024	PD #464 (4352) - reimbursable...	4,604.00
Spire	INV0022485	07/03/2024	3721 26th Ave 1177523333	23.92
ServPro of Tuscaloosa	5117473	07/03/2024	ServePro - Cleaning and Disinf...	350.00
Warrior Energy	D76456	07/03/2024	Shop stock - 5W20 oil for PD v...	256.50
Tuscaloosa Tire & Service Cen...	N288459	07/03/2024	PW Shop - pull-off tires for PD...	145.84
Tuscaloosa Tire & Service Cen...	N288460	07/03/2024	PW Shop - pull-off tires for PD...	140.92
Tuscaloosa Tire & Service Cen...	N288461	07/03/2024	PW Shop - pull-off tires for PD...	837.96
Tuscaloosa Tire & Service Cen...	N288462	07/03/2024	PW Shop - pull-off tires for PD...	291.68
Northport Auto Supply Co. Inc.	100861636	07/03/2024	PD #442 - water pump & timi...	638.75
State of Alabama	INV0022475	07/03/2024	TOWER LEASE - JULY 2024	500.00
Ashley Blalock	INV0022507	07/03/2024	Hilton Marketplace	19.06
Ashley Blalock	INV0022507	07/03/2024	Hilton Southern Elements	36.80
Ashley Blalock	INV0022507	07/03/2024	Hilton Marketplace	14.00
Ashley Blalock	INV0022507	07/03/2024	Tin Lizzy's	37.13
Ashley Blalock	INV0022507	07/03/2024	Amalfi Pizza	48.98
Ashley Blalock	INV0022507	07/03/2024	Planet Smoothie	12.25
Ashley Blalock	INV0022507	07/03/2024	Hilton Marketplace	26.95
Ashley Blalock	INV0022507	07/03/2024	Reimbursement for A. Blalock	27.50

Department 33 - Police Total: 30,716.15

Department: 35 - Fire

MilPro Marine LLC	1887	07/03/2024	Intake Valve - Rescue Boat	305.00
Evans Marine	INV0022407	06/27/2024	Boat Motor	505.02
Snider Tire Inc.	1106913	06/27/2024	FD Engine 3 - new tires	4,701.90
JLS Sales Inc.	387739	06/27/2024	FD St 3-epoxy for driveway & ...	180.00
Grainger Inc.	9147014659	06/27/2024	FD Station #3 - Vehicle Detect...	248.89
Alabama Power Company	INV0022381	06/27/2024	SB23192-17002	7,480.96
Henry Schein Inc.	95226613	06/27/2024	Medical Supplies Restock	29.90
Tuscaloosa Tire & Service Cen...	N288307	06/27/2024	FD Rescue 4 - front tires	681.16
Galls LLC	028274050	06/27/2024	Shipping	13.50
Galls LLC	028274050	06/27/2024	Rigger Belts	484.20
Spire	INV0022384	06/27/2024	12301 Mitt Lary Rd 78635555...	91.99
McLeod Truck Parts Inc.	1914558	06/27/2024	FD Engine #4 - air brake valve	28.68
Cain Steel & Supply. Inc.	534511	06/27/2024	Construction Supplies - 10 Ga...	127.32
Amazon Capital Services	16WN-KGGW-6GKR	06/27/2024	Rug - St. 4	57.99
Lowe's Home Centers Inc.	82953	06/27/2024	Grill Cover - St. 4	23.73
Zoll Medical Corporation	3997402	07/03/2024	ITDs for Eleguard	1,480.00
Lowe's Home Centers Inc.	92951	06/27/2024	Fire Station 4- Plug_outlet_bl...	23.79
Tuscaloosa Tire & Service Cen...	N288387	07/03/2024	FD Rescue 1 - new tires & align...	1,362.32
One Source Office Products LLC	OE-QT-6614-1	06/27/2024	Station 1	39.29
One Source Office Products LLC	OE-QT-6614-1	06/27/2024	Station 2	18.38
One Source Office Products LLC	OE-QT-6614-1	06/27/2024	Station 3	197.65
One Source Office Products LLC	OE-QT-6614-1	06/27/2024	Station 4	70.71

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Tuskaloosa Lawn Equipment L...	254921	07/03/2024	Belt and Pulley for Push Mowe..	279.14
Northport Auto Supply Co. Inc.	100862592	06/27/2024	Shop - oil filters for FD rescue ...	7.52
NAFECO	1284550	07/03/2024	Polos for admin staff and Batt...	716.10
Spiller Furninture & Mattress	15145193	07/03/2024	Twin Mattress - St. 3	299.00
Zoll Medical Corporation	4000229	07/03/2024	Rescue pods for Eleguard	1,480.00
Spire	INV0022486	07/03/2024	1101 MLK Blvd 5305862222	63.78
Spire	INV0022487	07/03/2024	5410 Hwy 69 8439444444	111.92
Warrior Energy	D76458	07/03/2024	Shop stock - 5W20 oil for FD v...	205.20
OHD LLLP	97009	07/03/2024	Fit Test Machine Calibration	775.00
Amazon Capital Services	1D73-WL76-HR3W	07/03/2024	Binders and Packing Tape	60.02
Amazon Capital Services	1HN9-KXTJ-LJHN	07/03/2024	Heating element for dishwash...	34.99
Amazon Capital Services	1LGV-9PCR-KWQ7	07/03/2024	D-Batteries	36.25
Department 35 - Fire Total:				22,221.30

Department: 37 - Public Works

Global HR Research LLC	DISAScreen-20243-38232	06/27/2024	New Hire Background Checks	184.69
Global HR Research LLC	DISAScreen-20245-41531	06/27/2024	New Hire Background Checks	121.38
Lowe's Home Centers Inc.	79487	07/03/2024	PW Construction - hand tools ...	465.32
Grainger Inc.	9110339422	06/27/2024	PW Maintenance - tools & equ..	416.08
Grainger Inc.	9110339422	06/27/2024	PW Maintenance - tools & equ..	4,065.18
Lowe's Home Centers Inc.	88524	06/27/2024	Comm Events - Blanket PO for...	141.55
Lowe's Home Centers Inc.	88964	06/27/2024	credit PO 24-2442	-141.55
Encore Rehabilitation Inc.	05/2024-3003-CITY	06/27/2024	New Hire Physicals	225.00
Northport Auto Supply Co. Inc.	100854900	07/03/2024	PW #184 (backhoe) - hydraulic...	138.07
Grainger Inc.	9139153770	06/27/2024	PW Maintenance - tools & equ..	29.39
Grainger Inc.	9139153770	06/27/2024	PW Maintenance - tools & equ..	287.11
Grainger Inc.	9139153788	06/27/2024	PW Men's Locker Room - repa...	131.19
Samsara Inc	310519553080631	06/27/2024	monthly Fleet tracking service ...	1,364.95
Winfield Tool & Equipment Re...	399918-0002	06/27/2024	Skid Steer Rental_Repairs on ...	369.25
Ingram Equipment Company L...	P07420	07/03/2024	PW #4484 - dump cylinder	4,593.64
Lowe's Home Centers Inc.	99544	06/27/2024	PW Shop supplies - parts room..	1,191.29
Lowe's Home Centers Inc.	99582	06/27/2024	Comm Events - Blanket PO for...	121.52
The Social Oak & Nursery LLC	000001	07/03/2024	COUNCIL 9.c.7 (6/3/24) -Lands...	4,716.45
Northport Auto Supply Co. Inc.	100856736	06/27/2024	PW #0423- Camshaft_Positio...	209.75
Northport Auto Supply Co. Inc.	100857110	06/27/2024	Northport Auto_2024.06.10 P...	158.81
The Verdin Company	INV0022395	06/27/2024	Downtown Clock - annual mai...	825.00
Benton Sod Farm	669742a	06/27/2024	PW New Building - palisades z...	500.00
Benton Sod Farm	669742b	06/27/2024	BLANKET - sod for constructio...	90.00
Lowe's Home Centers Inc.	79410	06/27/2024	PW - blanket PO for emergenc...	11.07
Ingram Equipment Company L...	P07472	07/03/2024	PW #6115 - boom assembly p...	1,017.06
Lowe's Home Centers Inc.	83110	07/03/2024	BLANKET - construction suppli...	101.39
Northwest Supply Co. Inc.	970651	06/27/2024	Beautification - irrigation parts..	45.74
Alabama Power Company	INV0022381	06/27/2024	SB23192-17002	6,043.69
Alabama Power Company	INV0022381	06/27/2024	SB23192-17002	164.52
Alabama Power Company	INV0022381	06/27/2024	SB23192-17002	3,067.87
Heritage-Crystal Clean LLC	18732952	06/27/2024	Blanket PO to cover Shop's pa...	359.59
Cain Steel & Supply. Inc.	534299	06/27/2024	PW #6714 - flat bar for rear d...	25.35
Lowe's Home Centers Inc.	87207	06/27/2024	PW #6714 - hardware for tailg...	22.59
Northport Auto Supply Co. Inc.	100857879	06/27/2024	Chainsaw 714 - Air Filters	28.56
Northport Auto Supply Co. Inc.	100859588	07/03/2024	PW #1625 (forklift) - hydraulic ..	25.89
Lowe's Home Centers Inc.	99427	06/27/2024	PW Construction Supplies -Lu...	393.28
Earnest R. Cork Jr.	INV0022440	06/27/2024	Reimbursement - class B CDL ...	58.75
Northport Auto Supply Co. Inc.	100859895	06/27/2024	PW #4189 - hydraulic hose	216.23
Tuskaloosa Lawn Equipment L...	254152	07/03/2024	ROW equipment -Mower Spin...	224.99
Verizon	9966964492	06/27/2024	Acct 942073882-00001	262.78
Matthew Hamner	INV0022396	06/27/2024	Reimbursement - class A CDL l...	36.25
Spire	INV0022399	06/27/2024	7645 Hwy 69N	27.25
Spire	INV0022403	06/27/2024	1781 HArper RD 7173423333	15.62
Northport Auto Supply Co. Inc.	100860690	06/27/2024	Shop supply -large truck mark...	13.60
Northport Auto Supply Co. Inc.	100860690	06/27/2024	Shop supply -large truck mark...	13.60
Northport Auto Supply Co. Inc.	100860690	06/27/2024	Shop supply -large truck mark...	13.60

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Northport Auto Supply Co. Inc.	100860690	06/27/2024	Shop supply -large truck mark...	13.60
Tuskaloosa Lawn Equipment L...	254418	06/27/2024	ROW Weedeater 851 _ Drive ...	102.71
Southern Pipe & Supply	9719436-00	06/27/2024	Construction supplies - grout (...)	467.70
Coker Water Authority	INV0022448	06/27/2024	Acct 101617	111.22
Northport Auto Supply Co. Inc.	100859503	06/27/2024	Shop supply - ROW mower bl...	757.98
Snider Tire Inc.	1110645	06/27/2024	PW 5062 - Rear Tractor Wheel	1,066.00
Snider Tire Inc.	1119237	06/27/2024	PW Shop - tires for garbage, tr...	1,872.75
Snider Tire Inc.	1119237	06/27/2024	PW Shop - tires for garbage, tr...	1,248.50
Snider Tire Inc.	1119237	06/27/2024	PW Shop - tires for garbage, tr...	1,872.75
Warrior Energy	D76307	06/27/2024	PW Shop - 5w30 oil (stock)	769.50
T-Mobile US Inc.	INV0022461	07/03/2024	ACCT 976900299	1,167.45
Verizon	9967351976	07/03/2024	ACCT 423469999-00001	745.87
McFarland Ace Hardware	4661/2	06/27/2024	PW Construction - blanket PO...	26.53
G & C Supply Co. Inc.	6952810	07/03/2024	Traffic - street sign brackets &...	1,369.95
G & C Supply Co. Inc.	6952811	07/03/2024	Traffic - street sign brackets &...	914.05
Ervin's Workwear & Boots	INV-5280	06/27/2024	COUNCIL 9.c.5 (6/3/24) - PW ...	164.99
Cowin Equipment Company In...	RSA033767 1	06/27/2024	Light Tower Rental-G&G Event	90.00
Cowin Equipment Company In...	RSA033768 1	06/27/2024	Light Tower Rental-G&G Event	90.00
Cowin Equipment Company In...	RSA033769 1	06/27/2024	Light Tower Rental-G&G Event	90.00
Southland International Trucks..	03CI350606	06/27/2024	PW Shop - black nitrile gloves ...	170.10
Southland International Trucks..	03CW315202	06/27/2024	PW #7261 - diagnostics on bo...	429.00
Dell Inc	10756554773	06/27/2024	Computer Monitors - New Pub..	2,374.24
Tuskaloosa Lawn Equipment L...	254920	07/03/2024	ROW equipment -Mower Spin...	224.99
Cintas	419679867	06/27/2024	Payer # 14353601	28.90
Cintas	4196801187	06/27/2024	Payer # 14385499	26.19
Northport Auto Supply Co. Inc.	100861296	06/27/2024	Shop - air filters for PW 4188 ...	186.36
Northport Auto Supply Co. Inc.	100861379	06/27/2024	PW #5062 - air filter (re-stock)	54.18
Northport Auto Supply Co. Inc.	100861616	06/27/2024	PW Shop - cable ties (stock)	145.28
Northport Auto Supply Co. Inc.	100861833	06/27/2024	PW Shop - evaporator & cond...	29.16
Northport Auto Supply Co. Inc.	100861833	06/27/2024	PW Shop - evaporator & cond...	29.16
Northport Auto Supply Co. Inc.	100861833	06/27/2024	PW Shop - evaporator & cond...	29.16
Northport Auto Supply Co. Inc.	100861833	06/27/2024	PW Shop - evaporator & cond...	29.16
Northport Auto Supply Co. Inc.	100861833	06/27/2024	PW Shop - evaporator & cond...	29.16
Northport Auto Supply Co. Inc.	100861837	06/27/2024	PW Shop - evaporator & cond...	28.90
Northport Auto Supply Co. Inc.	100861837	06/27/2024	PW Shop - evaporator & cond...	28.90
Northport Auto Supply Co. Inc.	100861837	06/27/2024	PW Shop - evaporator & cond...	28.90
Northport Auto Supply Co. Inc.	100861837	06/27/2024	PW Shop - evaporator & cond...	28.90
Northport Auto Supply Co. Inc.	100861837	06/27/2024	PW Shop - evaporator & cond...	28.90
Northport Auto Supply Co. Inc.	100861837	06/27/2024	PW Shop - evaporator & cond...	28.90
Northport Auto Supply Co. Inc.	100862303	07/03/2024	PW #7260 - drain valve for air ...	15.93
Northport Auto Supply Co. Inc.	100862431	07/03/2024	PW #8408 - evaporator & exp...	134.35
Northport Auto Supply Co. Inc.	100862532	07/03/2024	PW Shop - red grease (stock)	12.58
Northport Auto Supply Co. Inc.	100862532	07/03/2024	PW Shop - red grease (stock)	12.58
Northport Auto Supply Co. Inc.	100862532	07/03/2024	PW Shop - red grease (stock)	12.58
Northport Auto Supply Co. Inc.	100862532	07/03/2024	PW Shop - red grease (stock)	12.58
Northport Auto Supply Co. Inc.	100862532	07/03/2024	PW Shop - red grease (stock)	12.58
Utilicom Supply Associates, Inc.	311586	07/03/2024	Traffic - traffic detection came...	3,390.00
Trailer Store Plus LLC	67998	07/03/2024	Recycling - gooseneck trailer c...	230.00
Lowe's Home Centers Inc.	71476	07/03/2024	Beautification supplies - blank...	119.26
Warrior Energy	D76455	07/03/2024	Shop stock - 5W20 oil for PW ...	256.50
Ingram Equipment Company L...	P07604	07/03/2024	PW #6714 -body dump cylinder	4,606.69
Northport Auto Supply Co. Inc.	100863118	07/03/2024	PW #5062 - valve stems	14.44
Lowe's Home Centers Inc.	74674	07/03/2024	PW Building - new mini-fridge ...	151.05
Daniel Skinner	INV0022488	07/03/2024	Reimbursement - class A CDL I...	66.25
Jordan Bice	INV0022508	07/03/2024	Reimbursement - class B CDL I...	58.75
Tuscaloosa Tire & Service Cen...	N288458	07/03/2024	PW #4269 - new tire & balance	162.83
Cintas	4197396139	07/03/2024	PAYER # 14353601	28.90
McFarland Ace Hardware	INV0022450	07/03/2024	PW Construction - blanket PO...	67.33
Verizon	INV0022463	07/03/2024	cell phone replacement fot PS...	49.99
Trailer Store Plus LLC	INV0022493	07/03/2024	PW trailer #315h - rear trailer ...	330.00
Northport Auto Supply Co. Inc.	100864067	07/03/2024	PW #6115 - hydraulic hose	90.78

Expense Approval Report

Payment Dates: 6/27/2024 - 7/10/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Cintas	4197561599	07/03/2024	Payer # 14385499	26.19
Lowe's Home Centers Inc.	87854	07/03/2024	Beautification supplies - blank...	93.10
Fred Robertson Wrecker Servi...	B48798-1	07/03/2024	PW #6714 - tow fee for service..	225.00
Southland International Trucks..	03CI350784	07/03/2024	PW #6714 - fan drive assembly..	1,322.44
Tuskaloosa Lawn Equipment L...	255741	07/03/2024	PW - 2-cycle oil (stock)	9.59
Tuskaloosa Lawn Equipment L...	255741	07/03/2024	PW - 2-cycle oil (stock)	9.59
Tuskaloosa Lawn Equipment L...	255741	07/03/2024	PW - 2-cycle oil (stock)	76.74

Department 37 - Public Works Total: 60,863.03

Department: 39 - Utilities

K & A Builders	WTP Building Remediation Inv...	06/27/2024	Council Approved - WTP Build...	2,600.33
Municipal Workers Compensat...	INV0022388	06/27/2024	Final Audit Billing	15,624.80
Ellison's Tree Service	1022	06/27/2024	Tree Removal at WTP	525.00
Ferguson Enterprises LLC	1533402	06/27/2024	Rubber Gasket for 5' Fire Hydr...	91.80
Central Alabama Asphalt & Co...	1114215	06/27/2024	Montgomery Farms Pump Stat...	38,596.00
Central Alabama Asphalt & Co...	1114215b	06/27/2024	Change Order No. 1 - Mont. Fa...	13,860.00
Pace Analytical LLC	2420435885	06/27/2024	AGENDA (10/2/23) - Testing fo...	244.80
Pearce Trucking Inc.	24387	07/03/2024	825B Crusher Run	2,617.66
Lowe's Home Centers Inc.	96004	06/27/2024	Utilities Building Repairs	177.39
Xerox Corporation	5855294	07/03/2024	Contract Charge 5/29-6/28/24	133.91
Xerox Corporation	5855294	07/03/2024	Contract Charge 5/29-6/28/24	221.70
Xerox Corporation	5855294	07/03/2024	Contract Charge 5/29-6/28/24	133.91
A T & T	8194190901	06/27/2024	831-001-2475 849	1,906.34
DSL Electric Inc.	DSL6202924	06/27/2024	Generator Repair at WTP Inta...	2,783.45
Alabama Power Company	INV0022381	06/27/2024	SB23192-17002	164.52
Alabama Power Company	INV0022381	06/27/2024	SB23192-17002	94,451.46
Northport Gazette The	INV0022410	06/27/2024	Yearly Subscription	35.00
Southern Ionics Incorporated	695530	06/27/2024	Council Approved - Aluminum...	4,506.01
Grainger Inc.	9152122165	06/27/2024	Light Time Clock Trippers for ...	18.96
Verizon	9966707308	06/27/2024	Acct 642325112-00001	145.96
O'Reilly Auto Parts	1063-497223	07/03/2024	Truck #8468 Heater Hose	44.68
Hach	14074217	06/27/2024	Blanket - Lab Chemicals for W...	1,170.56
Ferguson Enterprises LLC	1539005	06/27/2024	6"x13" Anchor Valve	188.26
Ferguson Enterprises LLC	1539005	06/27/2024	6" Gate Valve	944.08
Ferguson Enterprises LLC	1539524	06/27/2024	Bushings for Surface Wash Ar...	38.70
Empire Pipe and Supply Comp...	2150133	06/27/2024	Master Locks (Key 2396)	349.47
Spire	INV0022383	06/27/2024	Northwood Garden Dr 87295...	20.60
Ferguson Enterprises LLC	1539983	06/27/2024	Blue Marking Paint	260.00
Idexx Distribution Inc	3154340192	07/03/2024	E-Coli Testing Supplies for W...	1,521.90
Verizon	9966964492	06/27/2024	Acct 942073882-00001	502.86
Comcast Cable	INV0022411	06/27/2024	3521 3rd St S 8396 90 014 02...	469.38
Hunnicut Inc.	6446	06/27/2024	Service Call to Montgomery Fa...	1,005.00
Hunnicut Inc.	6447	06/27/2024	Service Call to Vineyards PS	1,223.75
Hunnicut Inc.	6448	06/27/2024	Service Call to 18L PS	1,085.00
Spire	INV0022400	06/27/2024	1000 Harpercreek Dr 3698223...	17.28
Northport Auto Supply Co. Inc.	100860150	06/27/2024	UT Truck #0142 Brakes and Mi...	150.80
O'Reilly Auto Parts	1063-497631	06/27/2024	Filters for Meter Trucks	47.53
Cintas	4196390108	06/27/2024	Payer # 14385521	184.23
Lowe's Home Centers Inc.	79862	06/27/2024	Sledge Hammer	47.48
Lowe's Home Centers Inc.	80601	06/27/2024	2 Gallon Pump Sprayer	62.66
Lowe's Home Centers Inc.	80611	06/27/2024	Aluminum Transplant Shovel	22.76
Southern Pipe & Supply	9735501-00	06/27/2024	3/4" Marking Wands	120.00
Tuscaloosa Tire & Service Cen...	N288344	06/27/2024	UT Truck #4537 Tires	685.27
Northport Auto Supply Co. Inc.	100861047	06/27/2024	po 24-3189	87.28
Northport Auto Supply Co. Inc.	100861391	06/27/2024	PO 24-3189	-109.52
Snider Tire Inc.	1123085	06/27/2024	UT Dump Truck #1628 Tire	436.68
Electric Motor Sales & Service ...	134841	07/03/2024	AGENDA (5/6/24) - Aeration B...	11,989.96
Hunnicut Inc.	6455A	06/27/2024	Repair Pump Rails at Carrol's C...	4,250.00
Hunnicut Inc.	6455B	06/27/2024	Service Call to 18L & Carrol's C...	675.00
Comcast Cable	INV0022457	07/03/2024	3950 3RD ST S 8396 90 014 01...	627.10
T-Mobile US Inc.	INV0022461	07/03/2024	ACCT 976900299	564.99

Expense Approval Report

Payment Dates: 6/27/2024 - 7/10/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Verizon	9967351976	07/03/2024	ACCT 423469999-00001	676.44
Masterman's LLP	1102800711	06/27/2024	Safety Glasses	31.92
Masterman's LLP	1102800711	06/27/2024	Safety Glasses	44.30
Lowe's Home Centers Inc.	92945	06/27/2024	Additional Plumbing Supplies ...	108.98
Mission Communications LLC	1089239	07/03/2024	Spare Parts for Mission Units a..	180.00
Cintas	4196801305	06/27/2024	Payer # 14385564	82.27
Cintas	4196801471	06/27/2024	Payer # 14385434	394.85
Lowe's Home Centers Inc.	95746	06/27/2024	Small Shovel	34.16
Lowe's Home Centers Inc.	96168	06/27/2024	WD 40	29.22
Lowe's Home Centers Inc.	96176	06/27/2024	Credit PO 24-3255	-29.22
Lowe's Home Centers Inc.	96185	06/27/2024	Credit Rec'd PO 24-3255	26.56
Northwest Supply Co. Inc.	971910	07/03/2024	Misc. Inventory Supplies for ...	983.55
Xerox Corporation	IN2837437	07/03/2024	PER COPY CHARGE 5/29-6/28...	11.24
Xerox Corporation	IN2837437	07/03/2024	PER COPY CHARGE 5/29-6/28...	84.24
Xerox Corporation	IN2837437	07/03/2024	PER COPY CHARGE 5/29-6/28...	1.64
Steve Moore	INV0022408	06/27/2024	Reimbursement for Oil Seals	12.18
Alabama Dept of Environment...	INV0022409	06/27/2024	Water Grade I Certification Fee	125.00
Tuscaloosa Tire & Service Cen...	N288404	07/03/2024	UT Durango #9737 Tires	1,099.59
Northport Auto Supply Co. Inc.	100862563	06/27/2024	UT Oil Filter Restock	7.52
Tuscaloosa Machine & Weldin...	19382	07/03/2024	Aluminum Covers for Lime Fe...	1,900.00
Southern Pipe & Supply	9706818-00	06/27/2024	1" Pressure Reducing Valve	340.52
Cassady Company Inc The	Proj 20-135 Inv 34	07/03/2024	TOD #1 - Hwy 82 Pump Station	14,736.77
Ferguson Enterprises LLC	1538744	07/03/2024	3/4" Curbstop	1,100.00
Wagner's Team Sports	2882000	07/03/2024	Admin & Billing Apparel	1,041.50
Harcros Chemicals	330139775	07/03/2024	Council Approved - Liquid Chlo..	6,180.00
Warrior Energy	D76457	07/03/2024	Oil for Utilities Vehicles	256.50
Civil Worx Construction LLC	3811	07/03/2024	AGENDA (5/20/24) - WWTP Bi...	7,800.00
Cassady Company Inc The	Proj 23-130 Inv 8	07/03/2024	Council Approved - Sewer PS ...	5,220.00
Cassady Company Inc The	Proj 24-112 Inv 2	07/03/2024	Lime Feeder Engineering Servi...	262.50
Pace Analytical LLC	24204382525	07/03/2024	AGENDA (10/2/23) - Testing fo...	3,803.60
Turkey Creek Sand & Gravel In...	10540-2	07/03/2024	Drying Bed Sand	1,728.22
Verizon	6160000059847	07/03/2024	UT - GPS	467.75
New Horizons Communication...	C106442	07/03/2024	CORP-779914	100.75
Hindman Surveying LLC	INV0022449	07/03/2024	Survey for Northridge Pump S...	1,200.00
Cintas	4197561669	07/03/2024	Payer # 14385564	82.27
Cintas	4197561880	07/03/2024	Payer # 14385434	394.85
Batteries Plus #239	P74031325	07/03/2024	Batteries for Mission Unit Bac...	199.50
Department 39 - Utilities Total:				258,241.91
Department: 40 - Williamson Cemetery				
HudCo Landscape and Irrigati...	00038	06/27/2024	Williamson Cemetery - month...	3,333.33
Alabama Power Company	INV0022381	06/27/2024	SB23192-17002	31.64
Department 40 - Williamson Cemetery Total:				3,364.97
Department: 41 - Outside Agency Funding				
West Alabama Food Bank	INV0022467	07/03/2024	QUARTERLY FUNDING PAYME...	6,250.00
Boys and Girls Club of West Al...	INV0022468	07/03/2024	QUARTERLY FUNDING PAYME...	15,000.00
Warrior Baseball Association	INV0022469	07/03/2024	QUARTERLY FUNDING PAYME...	6,250.00
Tuscaloosa Tourism & Sports ...	INV0022470	07/03/2024	QUARTERLY FUNDING PAYME...	8,750.00
Tuscaloosa Public Library	INV0022471	07/03/2024	QUARTERLY FUNDING PAYME...	44,000.00
Tuscaloosa County Industrial ...	INV0022472	07/03/2024	QUARTERLY FUNDING PAYME...	7,500.00
Focus on Senior Citizens	INV0022473	07/03/2024	QUARTERLY FUNDING PAYME...	15,000.00
Arts & Humanities Council of ...	INV0022474	07/03/2024	QUARTERLY FUNDING PAYME...	23,750.00
Tuscaloosa Metro Animal Shel...	INV0022478	07/03/2024	ANIMAL CONTROL CONTRACT ..	16,828.25
Department 41 - Outside Agency Funding Total:				143,328.25
Department: 43 - Incentives				
North Square Properties LLC	INV0022391	06/27/2024	Economic Incentive Payment	7,252.58
Department 43 - Incentives Total:				7,252.58
Department: 45 - 2019 Additional Sales Tax				
Lowe's Home Centers Inc.	84590	06/27/2024	UCP Flooring, vinyl baseboard,...	7,858.60
Schoel Engineering Company I...	531626	06/27/2024	Tater Hill Creek Letter of Map...	14,200.00

Expense Approval Report

Payment Dates: 6/27/2024 - 7/10/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
TTL Inc.	2138149	06/27/2024	5th Street Improvements	22,929.78
Northport Gazette The	INV0022452	07/03/2024	Condemnation Public Notice -...	111.30
Northport Gazette The	INV0022453	07/03/2024	Condemnation Public N - 2910...	112.00
Capitol Materials Inc	26049246-00	06/27/2024	UCP Building - drywall & ceilin...	1,054.80
Lowe's Home Centers Inc.	80667	06/27/2024	UCP Flooring, vinyl baseboard,...	632.40
Legacy Construction & Design ...	170-1	07/03/2024	UCP - remodel contractor & w...	57,229.00
Northport Gazette The	INV0022456	07/03/2024	Condemnation Ad - 921 10th St	113.75
Lowe's Home Centers Inc.	74641	07/03/2024	UCP Flooring, vinyl baseboard,...	351.30
SNAP Sports Tourism Consulti...	210	07/03/2024	Sports Complex Representati...	1,750.00
Department 45 - 2019 Additional Sales Tax Total:				106,342.93
Grand Total:				1,245,979.97

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	983,363.06
22 - MUNICIPAL COURT JUDICAL ADMIN FUND	4,375.00
50 - WATER & SEWER FUND	258,241.91
Grand Total:	1,245,979.97

Account Summary

Account Number	Account Name	Payment Amount
01-10152	Accounts Receivable-AL...	134,192.43
01-13-101-50245	Development Funds - Dis...	600.00
01-13-103-50245	Development Funds - Dis...	5,000.00
01-13-104-50245	Development Funds - Dis...	150.00
01-13-110-50175	Sundry Expense	95.40
01-13-110-50312	Cell Phones	346.27
01-15-000-50000	Salaries & Wages	1,511.97
01-15-000-50105	Office Supplies	53.91
01-15-000-50175	Sundry Expense	793.12
01-15-000-50210	Professional Services	37,800.00
01-15-000-50226	Downtown Parking Lease	2,750.00
01-15-000-50250	Community Events	4,666.93
01-15-000-50312	Cell Phones	294.58
01-15-000-50357	Janitorial Contracts - City...	51.68
01-15-000-50383	Repair - Facilities	2,272.23
01-15-000-50501	Utilities - Power	8,677.83
01-15-000-50570	Northport Community C...	542.27
01-15-000-50572	UCP Building	811.07
01-15-000-50573	Civitan Park	745.00
01-15-000-50590	Utilities - Other	595.29
01-15-600-80001	Infrastructure	3,579.93
01-16-000-50247	Outsourced Legal Servic...	132,323.22
01-16-000-50312	Cell Phones	180.10
01-17-000-50105	Office Supplies	301.79
01-17-000-50373	Judicial Services - Court ...	9,907.00
01-17-000-50499	State & County Court Co...	37,980.45
01-20010	Bond Liabilities	2,900.00
01-21007	Security Deposits	400.00
01-22-000-50105	Office Supplies	241.21
01-22-000-50106	Office Equipment	2,219.66
01-22-000-50108	Equipment - Computers...	3,058.81
01-22-000-50109	Equipment - Routers & S...	473.46
01-22-000-50111	Software - License & Ma...	46.00
01-22-000-50312	Cell Phones	407.72
01-22-000-50348	Utilities - Internet	9,659.72
01-22-000-50376	Service Contracts	2,240.00
01-22-000-50400	Training	2,697.00
01-22-600-80000	Equipment	12,142.97
01-25-000-50312	Cell Phones	235.58
01-26-000-50105	Office Supplies	176.69
01-26-000-50239	Presentations & Awards	96.07
01-26-000-50312	Cell Phones	131.39
01-26-000-50320	Worker's Comp Insuranc...	62,499.20
01-26-600-80000	Equipment	140.00
01-28-000-50105	Office Supplies	211.18
01-28-000-50106	Office Equipment	195.97
01-28-000-50312	Cell Phones	491.27
01-28-116-50112	Advertising - Planning C...	1,163.40
01-28-600-80000	Equipment	594.00
01-32-000-50105	Office Supplies	706.28

Account Summary

Account Number	Account Name	Payment Amount
01-32-000-50106	Office Equipment	19.99
01-32-000-50107	Office Furniture	149.99
01-32-000-50312	Cell Phones	622.97
01-32-000-50503	Utilities - Power - Traffic ...	469.81
01-32-000-50504	Power - Street Lights	32,477.40
01-32-600-81003	MPO - Watermelon Road	3,672.82
01-32-600-81007	MLK Improvements	82,510.82
01-33-000-50010	Hiring & Recruitment Ex...	141.56
01-33-000-50105	Office Supplies	33.98
01-33-000-50108	Equipment - Computers...	875.02
01-33-000-50111	Software - License & Ma...	4,442.00
01-33-000-50283	Uniforms	237.00
01-33-000-50295	Evidence Collection Supp...	609.77
01-33-000-50312	Cell Phones	240.06
01-33-000-50355	Communication System -...	500.00
01-33-000-50359	Fuel & Oil	256.50
01-33-000-50361	Maintenance - Public Saf...	186.80
01-33-000-50367	Maintenance & Repair - ...	8,986.07
01-33-000-50382	Repair - Public Safety C...	50.02
01-33-000-50398	Community Services	39.99
01-33-000-50422	Meals	222.67
01-33-000-50502	Utilities - Power	11,183.79
01-33-000-50522	Utilities - Natural Gas	62.77
01-33-000-50562	Pest Control	179.00
01-33-000-50563	Utilities - Power - Comm...	2,059.41
01-33-000-50590	Utilities - Other	409.74
01-35-210-50105	Office Supplies	60.02
01-35-210-50283	Uniforms	716.10
01-35-210-50288	Uniform Accessories	497.70
01-35-210-50359	Fuel & Oil	205.20
01-35-210-50364	Lawn Care Supplies	279.14
01-35-210-50410	Maintenance & Repair - ...	4,730.58
01-35-210-50411	Maintenance & Repair - ...	2,051.00
01-35-210-50415	Maintenance & Repair - ...	810.02
01-35-210-50426	SCBA	775.00
01-35-210-50500	Utilities - Power	7,480.96
01-35-210-50520	Utilities - Natural Gas	267.69
01-35-211-50279	Living Quarters Supplies -..	34.99
01-35-211-50434	Janitorial Supplies - Stati...	39.29
01-35-212-50279	Living Quarters Supplies -..	36.25
01-35-212-50434	Janitorial Supplies - Stati...	18.38
01-35-213-50279	Living Quarters Supplies -..	299.00
01-35-213-50380	Repairs - Station 3	556.21
01-35-213-50434	Janitorial Supplies - Stati...	197.65
01-35-214-50279	Living Quarters Supplies -..	81.72
01-35-214-50380	Repairs - Station 4	23.79
01-35-214-50434	Janitorial Supplies - Stati...	70.71
01-35-221-50242	Medical Supplies - Engin...	1,480.00
01-35-223-50242	Medical Supplies - Rescue	1,509.90
01-37-310-50010	Hiring & Recruitment Ex...	531.07
01-37-310-50256	GPS Tracking	1,364.95
01-37-310-50261	Contract Shirts & Pants	110.18
01-37-310-50265	Boots and Hats	164.99
01-37-310-50305	Contract Services	1,184.59
01-37-310-50312	Cell Phones	2,226.09
01-37-310-50334	Equipment Rental	369.25
01-37-310-50359	Fuel & Oil	1,026.00
01-37-310-50400	Training	220.00

Account Summary

Account Number	Account Name	Payment Amount
01-37-310-50451	Solid Waste Authority C...	111.22
01-37-310-50473	Inventory Supplies	1,191.29
01-37-310-50500	Utilities - Power	6,208.21
01-37-310-50503	Power - Traffic Signals	3,067.87
01-37-310-50520	Utilities - Natural Gas	42.87
01-37-311-50234	Supplies - Beautification	5,484.14
01-37-311-50387	Supplies - Community Ev...	391.52
01-37-312-50221	Hand Tools - Construction	465.32
01-37-312-50234	Supplies - Construction	1,155.82
01-37-314-50221	Hand Tools - Maintenanc...	445.47
01-37-314-50227	Equipment - Maintenanc...	4,352.29
01-37-314-50234	Supplies - Maintenance	11.07
01-37-315-50234	Supplies - Rights of Way	76.74
01-37-316-50234	Supplies - Shop	145.28
01-37-316-50238	Personal Safety Supplies ...	170.10
01-37-318-50380	Repairs - Public Works B...	282.24
01-37-320-50360	Maintenance - Garbage ...	212.54
01-37-320-50380	Repairs - Garbage Trucks	2,147.04
01-37-321-50360	Maintenance - Heavy Eq...	54.18
01-37-321-50380	Repairs - Heavy Equipm...	1,244.40
01-37-322-50360	Maintenance - Heavy Tr...	26.18
01-37-322-50380	Repairs - Heavy Trucks	1,910.30
01-37-323-50360	Maintenance - Trash Tru...	26.18
01-37-323-50380	Repairs - Trash Trucks	13,834.36
01-37-324-50360	Maintenance - Vehicles	162.83
01-37-324-50380	Repairs - Light Duty Vehi...	402.16
01-37-325-50360	Maintenance - Trailers &...	12.58
01-37-325-50380	Repairs - Trailers & Servi...	330.00
01-37-326-50360	Maintenance - Mowers ...	799.12
01-37-326-50380	Repairs - Mowers & Light..	552.69
01-37-328-50234	Supplies - Traffic	2,284.00
01-37-328-50384	Repairs - Traffic Signals	3,390.00
01-37-331-50227	Equipment-Recycling	230.00
01-37-331-50360	Maintenance - Recycling...	13.60
01-37-331-50380	Repairs - Recycling Trucks	58.06
01-37-600-80006	Public Works Building R...	2,374.24
01-40-000-50360	Maintenance - Williams...	3,333.33
01-40-000-50500	Utilities - Power - Willia...	31.64
01-41-000-50801	Tuscaloosa Public Library	44,000.00
01-41-000-50803	Metro Animal Shelter	16,828.25
01-41-000-50804	FOCUS	15,000.00
01-41-000-50805	Tuscaloosa County Indus...	7,500.00
01-41-000-50808	Warrior Baseball	6,250.00
01-41-000-50809	Fine Arts Initiative - Arts ...	23,750.00
01-41-000-50813	Tuscaloosa Tourism & S...	8,750.00
01-41-000-50814	West Alabama Food Bank	6,250.00
01-41-000-50820	Boys & Girls Club of West..	15,000.00
01-43-000-60902	North Square Property	7,252.58
01-45-000-54002	Sports Complex	1,750.00
01-45-000-54101	Demolition/Blight Remo...	337.05
01-45-000-54306	5th Street Improvements	22,929.78
01-45-000-54308	Tater Hill Creek Drainage	14,200.00
01-45-000-54405	UCP Building	67,126.10
22-17-000-50373	Judicial Services	4,375.00
50-39-510-50012	Worker's Comp Insurance	15,624.80
50-39-510-50106	Office Equipment	145.15
50-39-510-50175	Sundry Expense	35.00
50-39-510-50261	Contract Shirts and Pants	1,138.47

Account Summary

Account Number	Account Name	Payment Amount
50-39-510-50289	Non-Uniform Shirts and ...	1,041.50
50-39-510-50312	Cell Phones	1,890.25
50-39-510-50360	Maintenance	108.98
50-39-510-50376	Service Contracts	467.75
50-39-510-50392	Maintenance - Vehicles	264.02
50-39-510-50395	Repairs - Operations Bui...	177.39
50-39-510-50396	Repairs - Vehicles	2,442.31
50-39-510-50403	Training - Technical	125.00
50-39-510-50500	Utilities - Power	94,615.98
50-39-510-50520	Utilities - Natural Gas	37.88
50-39-510-50590	Utilities - Other	3,103.57
50-39-511-50106	Office Equipment	305.94
50-39-512-50106	Office Equipment	135.55
50-39-512-50214	Professional Engineering...	262.50
50-39-512-50300	Chemicals	10,686.01
50-39-512-50313	Laboratory Supplies	1,170.56
50-39-512-50336	Repairs	4,695.63
50-39-512-50360	Maintenance	563.70
50-39-512-50473	Inventory Supplies	1,163.55
50-39-513-50313	Laboratory Supplies	1,521.90
50-39-513-50321	Safety Equipment	31.92
50-39-513-50336	Repairs	11,989.96
50-39-513-50360	Maintenance	1,747.18
50-39-513-50454	Testing & Professional S...	4,048.40
50-39-514-50321	Safety Equipment	44.30
50-39-514-50431	Construction & Repair S...	5,282.32
50-39-514-50473	Inventory Supplies	778.79
50-39-515-50214	Professional Engineering...	1,200.00
50-39-515-50309	Hand Tools and Equipm...	81.64
50-39-515-50457	System & Infrastructure...	8,238.75
50-39-515-50473	Inventory Supplies	262.16
50-39-600-81203	WTP Building Envelope ...	2,600.33
50-39-600-81508	PS#2 Gravity Main/New...	14,736.77
50-39-600-81514	Sewer Pump Station #3	5,220.00
50-39-600-81516	Montgomery Farms Pu...	52,456.00
50-39-600-81601	ARPA WWTP - Sludge Pr...	7,800.00
Grand Total:		1,245,979.97

Project Account Summary

Project Account Key	Payment Amount
None	1,245,979.97
Grand Total:	1,245,979.97



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: July 15, 2024

SUBJECT: Purchase Requisition, Redpoint Audiovisual, Hard of Hearing Equipment for Council Chambers, \$6,009.20

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Malorie Mixon

Approved By: Glenda Webb

Summary:

Purchase 4 receivers to be used by those who are Hard of Hearing during meetings in the Council Chambers.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-15-000-50347 Amount: \$6,009.20

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6,009.20 to Redpoint Audiovisual.



City of Northport | HoH

A PROPOSAL FOR

Scott Murphy

City of Northport

smurphy@cityofnorthport.org

205-632-8742

1781 Harper Rd

Northport, AL 35476

PREPARED BY BRANT BOISVERT



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

2121 8th st
Tuscaloosa, AL 35401

About Us

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

Project Description

Item Scopes and Descriptions

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

Variable Options

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

ASK US ABOUT OUR SERVICE PLANS AND EXTENDED WARRANTY!

See below in *Project Terms* for more detail.

Areas & Items

HOH

Items			Qty
	Listen Technologies ListenIR Transmitter/Radiator Combo	LT-84-01	x1
	Listen Technologies Stationary IR Expansion Radiator (for LT-84 Only)	LA-141	x1
	Listen Technologies Intelligent DSP IR Receiver package	LR-4200-IR-P1	x4
	Listen Technologies Remote Power Supply Kit	LPT-A117	x1
	Listen Technologies 4-Port USB Charger	LA-423-01	x1
	Labor RPA DAILY LABOR - 2 TECH Tax Exempt		
	Labor RPA HOURLY PROJECT MANAGEMENT LABOR Tax Exempt		
	Labor RPA HOURLY ENGINEERING LABOR Tax Exempt		



Tax Exempt



4P 23G SLD CAT 6 PVC

x0.5



Miscellaneous hardware, connectors, and/or wire management items needed

Tax Exempt

x1



Shipping, Handling and Freight

Tax Exempt

x1

HOH Total : \$6,009.20

Financial Summary

Parts	\$3,344.20
Parts Total	\$3,344.20
Labor Total	\$2,665.00
Subtotal	\$6,009.20
Proposal Total	\$6,009.20

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.c.4.

MEETING DATE: July 15, 2024

SUBJECT: Purchase Requisition, Employee Reimbursement, Reginald Eppes, \$144.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This is a Purchase Order request for Reginald Eppes to be reimbursed for the cost of the National Registry Advanced EMT (AEMT) test.

The total cost of the test is \$144.00.

Recommendation:

Approve this PO Request

Funding Source/GL Code:

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

Motion for Consideration:

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

Cody Kornegay

From: Reginald Eppes
Sent: Monday, July 8, 2024 8:42 AM
To: Cody Kornegay
Subject: Fwd: Your order 1027479: Payment Received

Get [Outlook for iOS](#)

From: donotreply@nremt.org <donotreply@nremt.org>
Sent: Thursday, April 25, 2024 1:56:52 PM
To: Reginald Eppes <reppes@cityofnorthport.org>
Subject: Your order 1027479: Payment Received

Order Number: 1027479
Order Date: 4/25/2024 2:55:57 PM

Dear Reginald,

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

Keep this email for your records.

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

Thank you!
National Registry



Invoice

Invoice Number	1027479	Order Date	4/25/2024 2:55:57 PM
Company	Customer		

National Registry of Emergency Medical Technicians 6610 Busch Blvd Columbus, OH 43229		Reginald Eppes 15175 Jack Lunceford Dr Coaling 35453 USA, Alabama		
Payment Option	Credit / Debit Card (Secured By Authorize.net)			XXXX5835
Product	Unit price	Qty	Discount	Total
AEMT Initial Application Fee	\$144.00	1	\$0.00	\$144.00
Subtotal				\$144.00
Shipping				\$0.00
Tax				\$0.00
TOTAL (incl. tax):				\$144.00
Tax Summary				
No taxes applied.				



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

AGENDA ITEM NO. 11.c.1.

MEETING DATE: July 15, 2024

SUBJECT: Second Reading, Ordinance for annexation of approximately 0.59 acres located at 4204 68th Avenue with zoning designation of RS-1 (Single-Family Residential).

Unfinished Business: X

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Vickie C. Walker, requests annexation of approximately 0.59 acres located at 4204 68th Avenue. The parcel will be zoned RS-1 (Single-Family Residential). The property does meet annexation requirements and is eligible for annexation into the city limits.

Recommendation:

The Northport Planning and Zoning Commission met in a regular meeting on June 11, 2024. The Commission made a favorable recommendation that the request for annexation be granted.

Funding Source/GL Code:

GL Code No. NA Amount: \$0

Motion for Consideration:

Motion to approve ordinance for annexation of approximately 0.59 acres located at 4204 68th Avenue with zoning designation of RS-1 (Single-Family Residential).

ORDINANCE NO:

**ORDINANCE ASSENTING TO THE ANNEXATION OF PROPERTY
INTO THE CORPORATE LIMITS OF THE CITY OF NORTHPORT AS A
RESULT OF A PETITION FILED BY ALL THE OWNERS THEREOF WITH AN ORIGINAL
ZONING DESIGNATION OF RS-1**

WHEREAS, all of the owners of the real property hereinafter described did sign and file a written petition with the City Administrator/Clerk, a copy of which is attached hereto, requesting that said property be annexed to the City of Northport; and

WHEREAS, said property is warranted by all of the owners thereof to be contiguous to the corporate limits of the City of Northport, located in Tuscaloosa County, Alabama, and does not lie within the corporate limits of any other municipality as shown by a map attached hereto; and

WHEREAS, said petitioners requested that the City of Northport adopt an ordinance assenting to such annexation and that the corporate limits of the City be extended and rearranged so as to embrace and include such property; and

WHEREAS, the Planning Commission is recommending an original zoning designation of RS-1 (Single – Family Residential)

WHEREAS, said petitioners have complied with all applicable requirements of Article XI, Section 1107.02 of the Northport Zoning Ordinance.

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

1. Pursuant to the provisions of Section 11-42-20 et sec. of the Code of Alabama, 1975, as amended, the following described property, to wit:

That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcel located at 4204 68th Avenue, being more particularly described as attached in Exhibit “A” and the same is hereby annexed into the corporate limits of the City of Northport with an original zoning designation of RS-1 (Single – Family Residential), and said property shall be and hereby is, made a part of the City of Northport, upon the date of advertising this Ordinance.

2. In the event that the property described in lies wholly or partially within the police jurisdiction of any other municipality, such property shall be and hereby is annexed to the corporate limits of the City of Northport, and is made a part of the City of Northport, pursuant to the provisions of the Act of August 30, 1973, No. 654, Section 3. 1973 Ala. Acts 654 [Codified at Ala. Code Appx., Section 382 (58) (1973)].

3. The City Attorney shall file a certified copy of this Ordinance in the Office of the Judge of Probate of Tuscaloosa County, Alabama.

4. The City Attorney shall forward a copy of the recorded ordinance to the Tax Assessor for Tuscaloosa County, Alabama.

ORDAINED this the ____ day of _____, 2024.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Christy Bobo, Council President

ATTEST:

Glenda D. Webb,
City Administrator/Clerk

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: July 1, 2024
By:
2nd Reading: July 15, 2024
Motion By:
Second By:
Publication:

Exhibit A

Commencing at an iron rod at the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 6, Township 21 South, Range 10 West, thence run South $01^{\circ}38'56''$ West along the West boundary line of said Southeast Quarter of the Southwest Quarter and along a fence line for a distance of 167.69 feet to an iron rod and the Point of Beginning; thence run South $89^{\circ}25'18''$ East for a distance of 229.69 feet to a nail and cap set, thence run South $01^{\circ}41'54''$ West for a distance of 121.00 feet to a nail and cap set on the North margin of the right-of-way of 42nd Street, thence run North $84^{\circ}45'43''$ West for a distance of 230.00 feet to an iron rod, thence run North $01^{\circ}38'56''$ East along said West boundary line and fence line for a distance of 102.31 feet to the Point of Beginning, comprising 0.59 acres, more or less.

Also known as parcel ID: 63 31 03 06 3 001 029.001



RECEIVED
04/30/2024
02:16

PETITION FOR ANNEXATION

Submission Deadline: 12 Noon

Hearing Date: _____

CITY OF NORTHPORT PLANNING DEPARTMENT

3500 McFarland Blvd., Northport, AL 35476

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

PLEASE READ ALL INFORMATION CAREFULLY AND COMPLETE FULLY

--OFFICIAL USE ONLY--	
APPLICANT'S NAME <u>Vickie C. Walker</u>	CITY ADDRESS ASSIGNMENT
ADDRESS <u>4204 - 68th Ave.</u> <u>Northport, AL 35473</u>	ORDINANCE #
DAYTIME TELEPHONE <u>205-331-7857</u>	CASE #
EMAIL <u>vickiewalker54@icloud.com</u>	XREF. CASES:
County Address (if any) of subject property <u>(same)</u>	REQUESTED ZONING (if other than RS-1):

Applicant must attach deed(s) covering the entire subject property. All metes and bounds descriptions must be supplied in a compatible electronic format (Microsoft Word).

OWNERSHIP CONFIGURATION: ☒ single parcel/single ownership ☐ multiple parcels/single ownership
☐ single parcel/multiple ownership ☐ multiple parcels/multiple ownership

THE FOLLOWING INFORMATION IS REQUIRED BY THE U.S. JUSTICE DEPT. AND BUREAU OF THE CENSUS.

Answers to the following questions should reflect the conditions existing on the subject property at the time of annexation.

1. a. Is this property your principal residence? ☒ YES ☐ NO (if "yes," answer part B)
b. Applicant's Marital Status: ☐ Now Married ☐ Separated ☐ Divorced ☒ Widowed ☐ Never Married
2. a. Total number of buildings on subject property: 1
☒ Number of houses ☐ Number of manufactured homes ☐ Other:
b. Number of persons living on subject property: 1
c. Of all persons residing on the property, how many are of voting age (18 years or older)? ☒
d. Of all persons residing on the property, how many are:
☒ White ☐ Black ☐ Hispanic ☐ Asian or Pacific Islander ☐ American ☐ Other
Indian/Eskimo/Aleut
e. Number of children in household : 0 Ages: _____
f. Proposed Use of Property (if any): home

GENERAL DESCRIPTION OF PROPERTY (Include Acreage, Subdivision Name, Lot Number, etc.):

0.59 acres - 68th Ave. - Parcel ID 31-03-06-3-001-029.001

I, the applicant, certify that all of the above facts are true and correct to the best of my knowledge.

APPLICANT'S SIGNATURE: <u>Vickie C. Walker</u>	DATE: <u>April 30, 2024</u>
PRINT NAME: <u>Vickie C. Walker</u>	

Note: If Applicant is not the current owner of record a "Designation of Agent" form must be completed and submitted with this petition

Received by: _____ Date: _____

(Received Date is considered official date of submission)

To The City of Northport, Alabama:

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the City of Northport this written petition requesting that our property as described be annexed to the City of Northport, Alabama, under the authority of §11-42-20 through §11-42-24, Code of Ala. 1975.

We further certify that said property is contiguous to the city limits of City of Northport, Alabama, and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the preceding description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by §11-42-21, Code of Ala. 1975. A map and written legal description of said property is hereto attached.

Initials: VW

We, the undersigned, fully understand that the City will provide police and fire protection and, if available, the City **may** provide water and sewer service under our current adopted procedures. **The City makes no commitment to extend water and sewer lines to property that is annexed into the City, or to upgrade drainage or roads by virtue of an annexation. Further, the city is prohibited from improving private property,**

Initials: VW

We understand that if the subject property lies within the territory of a fire district, it is our responsibility to remove the subject property from the fire district and provide written proof from said fire district that they have released the subject property from the fire district before this petition will be processed by the City. **We understand and hereby agree to pay to the City of Northport all costs and attorney's fees which the City may pay in the future to remove this property from any fire district if it is not removed by us prior to this annexation.**

Initials: VW

Furthermore, we certify that we understand fully that, following annexation, **the subject property shall be subject to all laws and codes administered by the City of Northport**, including, but not limited to, the zoning code, the subdivision regulations and the municipal code of the City of Northport.

Initials: VW

We do hereby request that the City give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Northport, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 30th day of April, 2024.

Names and Signatures of
ALL property owners:

Signature: Vickie C. Walker
Print Name: Vickie C. Walker

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

(husband -
Donald W. Walker -
deceased)

Map or Survey Attached? ☒

Legal Description Attached? ☒

Recorded Subdivision Plat Attached? _____ or Metes and Bounds descriptions in electronic format? _____

Any Property which is found to have been divided in violation of the City of Northport subdivision regulations in effect at the time of said division, will be required to be legally subdivided in accordance with the current regulations prior to, or concurrent with, this petition.

2001 8794
Recorded in the Above
DEED Book & Page
06-08-2001 04:08:34 PM
Source Of Title: 449 / 240
Examination - Probate Judge
Tuscaloosa County, Alabama

This Instrument Prepared by Isaac P. Espy (Without benefit of Title
Espy, Nettles, Scogin and Brantley, P.C.
Attorneys at Law
P.O. Box 2786
Tuscaloosa, Alabama 35403

Source of Title: Deed Book 449 Page 240, Deed Book 776 Page 463
SE 1/4 of SW 1/4 of Section 6, Township 21 South, Range 10 West
Deed Book 2001 Page 8793 Estate Page

Warranty Deed, Jointly for Life with Remainder to Survivor

STATE OF ALABAMA

TUSCALOOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Ten, (\$10.00) Dollars, and other valuable consideration, to **Roy C. Walker**, an unmarried man, the undersigned Grantor, **Roy C. Walker, Jr.**, an unmarried man, in hand paid by **Donald W. Walker and Vickie C. Walker**, the Grantees herein, the receipt whereof is acknowledged, the Grantor does grant, bargain, sell and convey unto the said Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Tuscaloosa County, Alabama to-wit:

Commencing at an iron rod at the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 6, Township 21 South, Range 10 West, thence run South 01° 38' 56" West along the West boundary line of said Southeast Quarter of the Southwest Quarter and along a fence line for a distance of 167.69 feet to an iron rod and the Point of Beginning; thence run South 89° 25' 18" East for a distance of 229.69 feet to a nail and cap set, thence run South 01° 41' 54" West for a distance of 121.00 feet to a nail and cap set on the North margin of the right-of-way of 42nd Street, thence run North 84° 45' 43" West for a distance of 230.00 feet to an iron rod, thence run North 01° 38' 56" East along said West boundary line and fence line for a distance of 102.31 feet to the Point of Beginning, comprising 0.59 acres, more or less;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to fee simple.

The Grantors herein represent that they, along with the Grantee **Donald W. Walker**, are all and the only heirs at law of **Carrie B. Walker**, who died 1989, intestate.

To Have and to Hold to the said Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and

STATE OF ALABAMA
TUSCALOOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Ten, (\$10.00) Dollars, and other valuable consideration, to **Roy C. Walker**, an unmarried man, the undersigned Grantor, **Roy C. Walker, Jr.**, an unmarried man, in hand paid by **Donald W. Walker and Vickie C. Walker**, the Grantees herein, the receipt whereof is acknowledged, the Grantor does grant, bargain, sell and convey unto the said Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in Tuscaloosa County, Alabama to-wit:

Commencing at an iron rod at the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 6, Township 21 South, Range 10 West, thence run South 01° 38' 56" West along the West boundary line of said Southeast Quarter of the Southwest Quarter and along a fence line for a distance of 167.69 feet to an iron rod and the Point of Beginning; thence run South 89° 25' 18" East for a distance of 229.69 feet to a nail and cap set, thence run South 01° 41' 54" West for a distance of 121.00 feet to a nail and cap set on the North margin of the right-of-way of 42nd Street, thence run North 84° 45' 43" West for a distance of 230.00 feet to an iron rod, thence run North 01° 38' 56" East along said West boundary line and fence line for a distance of 102.31 feet to the Point of Beginning, comprising 0.59 acres, more or less;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to fee simple.

The Grantors herein represent that they, along with the Grantee **Donald W. Walker**, are all and the only heirs at law of **Carrie B. Walker**, who died 1989, intestate.

To Have and to Hold to the said Grantees for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I do for myself and for my heirs, executors, and administrators covenant with the said Grantees, their heirs and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I am entitled to the immediate possession thereof; that I have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall

warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this _____ day of May, 2001.

Roy C. Walker
Roy C. Walker

Roy C. Walker, Jr.
Roy C. Walker, Jr.

2001 8795
Recorded in the Above
DEED Book & Page
06-08-2001 04:08:34 PM

State of Alabama

County of Tuscaloosa

I, the undersigned Notary Public in and for said County in said State, hereby certify that Roy C. Walker, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of May, 2001.

Francis [Signature]
Notary Public
My Commission expires: Sept 18, 2001

State of Alabama

County of Tuscaloosa

I, the undersigned Notary Public in and for said County in said State, hereby certify that Roy C. Walker, Jr., whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of May, 2001.

Sue M. Cannon
Notary Public

Roy C. Walker

Roy C. Walker, Jr.
Roy C. Walker, Jr.

2001 8795
Recorded in the Above
DEED Book & Page
06-08-2001 04:08:34 PM

State of Alabama

County of Tuscaloosa

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[Signature]
Notary Public
My Commission expires: Sept 18, 2001

State of Alabama

County of Tuscaloosa

I, the undersigned Notary Public in and for said County in said State, hereby certify that Roy C. Walker, Jr., whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of May, 2001.

[Signature]
Notary Public
My Commission expires: January 11, 2005

JOB NO. 201066
WALKER

EXHIBIT A
LEGAL DESCRIPTION

COMMENCE ON AN IRON ROD AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 10 WEST, TUSCALOOSA COUNTY, ALABAMA, SAID ROD BEING THE POINT OF COMMENCEMENT; THENCE RUN S01°38'56"W ALONG THE WEST BOUNDARY LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND ALONG A FENCE LINE FOR A DISTANCE OF 167.69 FEET TO AN IRON ROD, SAID ROD BEING THE POINT OF BEGINNING; THENCE RUN S89°25'18"E FOR A DISTANCE OF 229.69 FEET TO A NAIL AND CAP SET; THENCE RUN S01°41'54"W FOR A DISTANCE OF 121.00 FEET TO A NAIL AND CAP SET ON THE NORTH RIGHT-OF-WAY MARGIN OF 42nd STREET; THENCE RUN N84°45'43"W FOR A DISTANCE OF 230.0 FEET TO AN IRON ROD; THENCE RUN N01°38'56"E ALONG SAID WEST BOUNDARY LINE AND FENCE LINE FOR A DISTANCE OF 102.31 FEET TO THE POINT OF BEGINNING. SAID PARCEL LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 10 WEST, TUSCALOOSA COUNTY, ALABAMA, AND CONTAINING 0.59 ACRES MORE OR LESS.



2001 8796
Recorded in the Above
DEED Book & Page
06-08-2001 04:08:34 PM
Source Of Title: 449 / 240
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

Book/Pg: 2001/8794
Term/Cashier: SCAN1 / pay
Tran: 2936.246438.260294
Recorded: 06-08-2001 16:09:01
DFE Deed Tax
PJF Probate Judge Fee
REC Recording Fee
SDI Source of Title
Total Fees: \$ 13.50

1.
2.
8.
1.

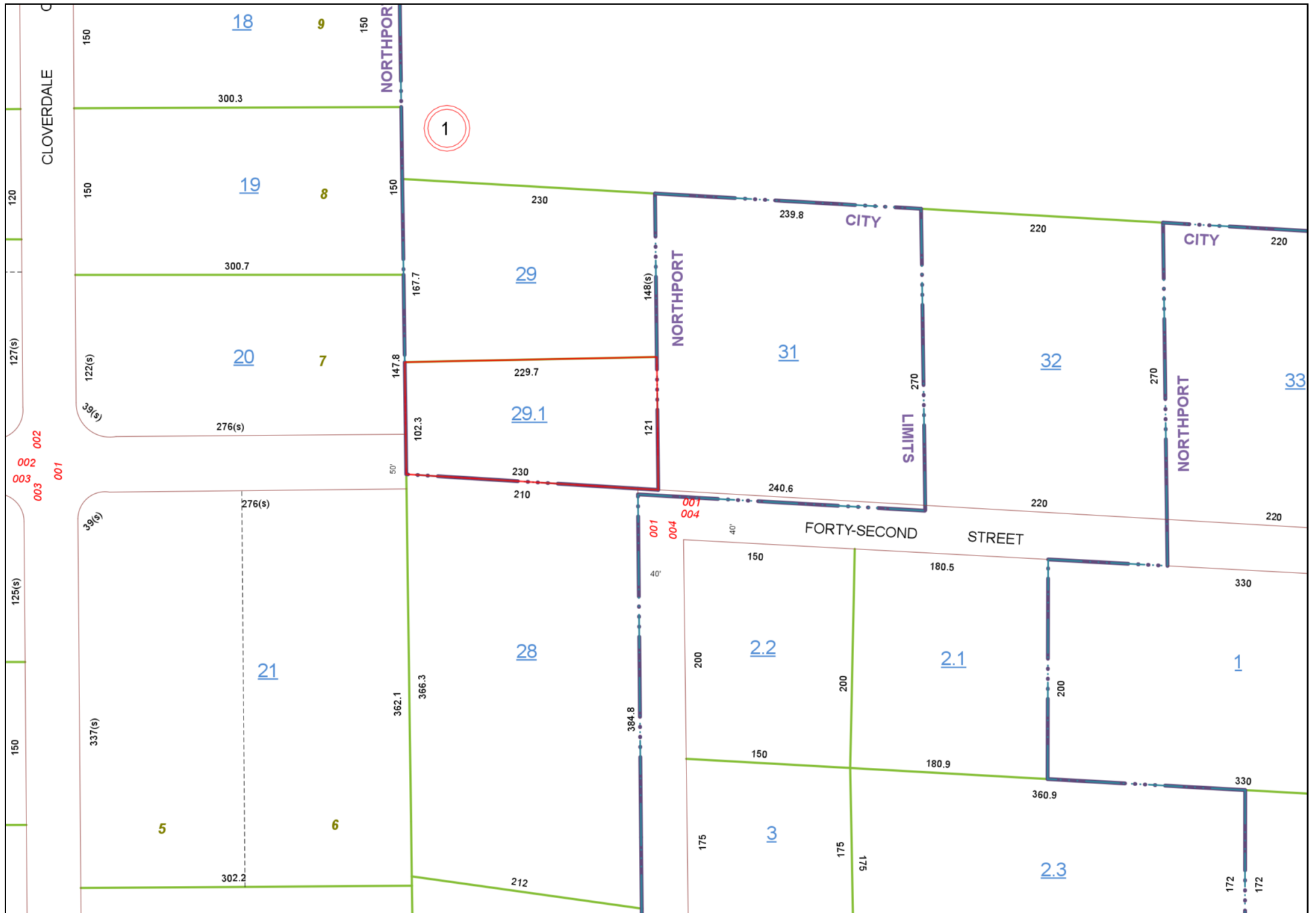
SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND ALONG A FENCE LINE FOR A DISTANCE OF 167.69 FEET TO AN IRON ROD, SAID ROD BEING THE POINT OF BEGINNING; THENCE RUN S89°25'18"E FOR A DISTANCE OF 229.69 FEET TO A NAIL AND CAP SET; THENCE RUN S01°41'54"W FOR A DISTANCE OF 121.00 FEET TO A NAIL AND CAP SET ON THE NORTH RIGHT-OF-WAY MARGIN OF 42nd STREET; THENCE RUN N84°45'43"W FOR A DISTANCE OF 230.0 FEET TO AN IRON ROD; THENCE RUN N01°38'56"E ALONG SAID WEST BOUNDARY LINE AND FENCE LINE FOR A DISTANCE OF 102.31 FEET TO THE POINT OF BEGINNING. SAID PARCEL LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 10 WEST, TUSCALOOSA COUNTY, ALABAMA, AND CONTAINING 0.59 ACRES MORE OR LESS.



2001 8796
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Book/Pg: 2001/8794	
Term/Cashier: SCAN1 / pay	
Tran: 2936.246438.260294	
Recorded: 06-08-2001 16:09:01	
DFE Deed Tax	1.5
PJF Probate Judge Fee	2.0
REC Recording Fee	8.5
SOT Source of Title	1.5
Total Fees: \$ 13.50	

tr



2023 Property Record Card						Print Close
						
Parcel Info						
Parcel Number	Account #	PPin	Exempt	AMENTITES		
63 31 03 06 3 001 029.001	45369	79834	H4			
Physical Addr	4204 68TH AVE					
Plat Info:	Book- Page					
Sub Info:	Sub Block: Lot					
Subdivision	None					
Neighborhood	FLATWOODS TIER 2					
District	City	S-T-R	Deed Acres	Calc Acres	Last Deed B/P/D	
01 - County North	NORTHPORT	06-21S-10W	0	0.59	B-2001 P-08794 D-05/04/2001	
Legal	PART OF S6 T21S R10W DESC AS: COM NW COR SE1/4-SW1/4; S 167.7 TO POB; E 229.7; S 121; W 230; N 102.3 TO POB					

Owner	
Name	WALKER VICKIE C
Mailing Addr	4204 68TH AVE NORTHPORT, AL 35473

2023 Values	
Land Total:	\$8,200.00
Building Total:	\$124,000.00
Appraised Value:	\$132,200.00
Yrly Tax:	\$250.01 for 2023

Building								
Bldg No	Type Abbr	Yr Built	Base SF	Upr Adj	Rms	Story	Class	CondPct
1	1-RES-SINGLE FAMILY	2003	1548	671	5	1.5	D+	72



LEGAL NOTICE

Notice is hereby given that the City Council of Northport will meet in the Council Chambers of the Northport City Hall, at 5:30 p.m. on Monday, July 15, 2024 for the purpose of considering the adoption of a certain amendment to the Comprehensive Zoning Ordinance of Northport, Alabama, being a change in zoning classification as hereinafter set out, and for the purpose of conducting a public hearing in relation thereto. At such time and place, parties in interest, citizens and all persons who desire, shall have an opportunity of being heard in opposition to, or in favor of, the adoption of said amendment to the Comprehensive Zoning Ordinance.

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

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

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF NORTHPORT, ALABAMA

Annexation of approximately 0.59 acres with a zoning designation of RS-1 (Single-Family Residential)

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

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

1. That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcels being more particularly described as attached in Exhibit "A" in Tuscaloosa County, Alabama. Said property to rezone of approximately 0.59 acres to RS-1 (Single-Family Residential). This property is located at 4204 68th Avenue.

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

Exhibit A

Commencing at an iron rod at the Northwest corner of the Southeast Quarter of the Southwest Quarter of Section 6, Township 21 South, Range 10 West, thence run South 01°38'56" West along the West boundary line of said Southeast Quarter of the Southwest Quarter and along a fence line for a distance of 167.69 feet to an iron rod and the Point of Beginning; thence run South 89°25'18" East for a distance of 229.69 feet to a nail and cap set, thence run South 01°41'54" West for a distance of 121.00 feet to a nail and cap set on the North margin of the right-of-way of 42nd Street, thence run North 84°45'43" West for a distance of 230.00 feet to an iron rod, thence run North 01°38'56" East along said West boundary line and fence line for a distance of 102.31 feet to the Point of Beginning, comprising 0.59 acres, more or less.

Also known as parcel ID: 63 31 03 06 3 001 029.001

City of Northport Planning Commission

Annexation Request

Zoning

Agriculture

Commercial Highway

Heavy Industrial

Office and Institutional

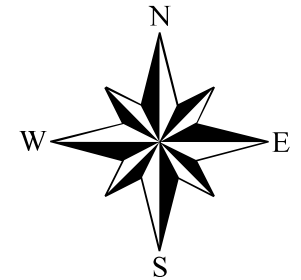
Recreational

Residential Single-Family - 1

Residential Single-Family - 4

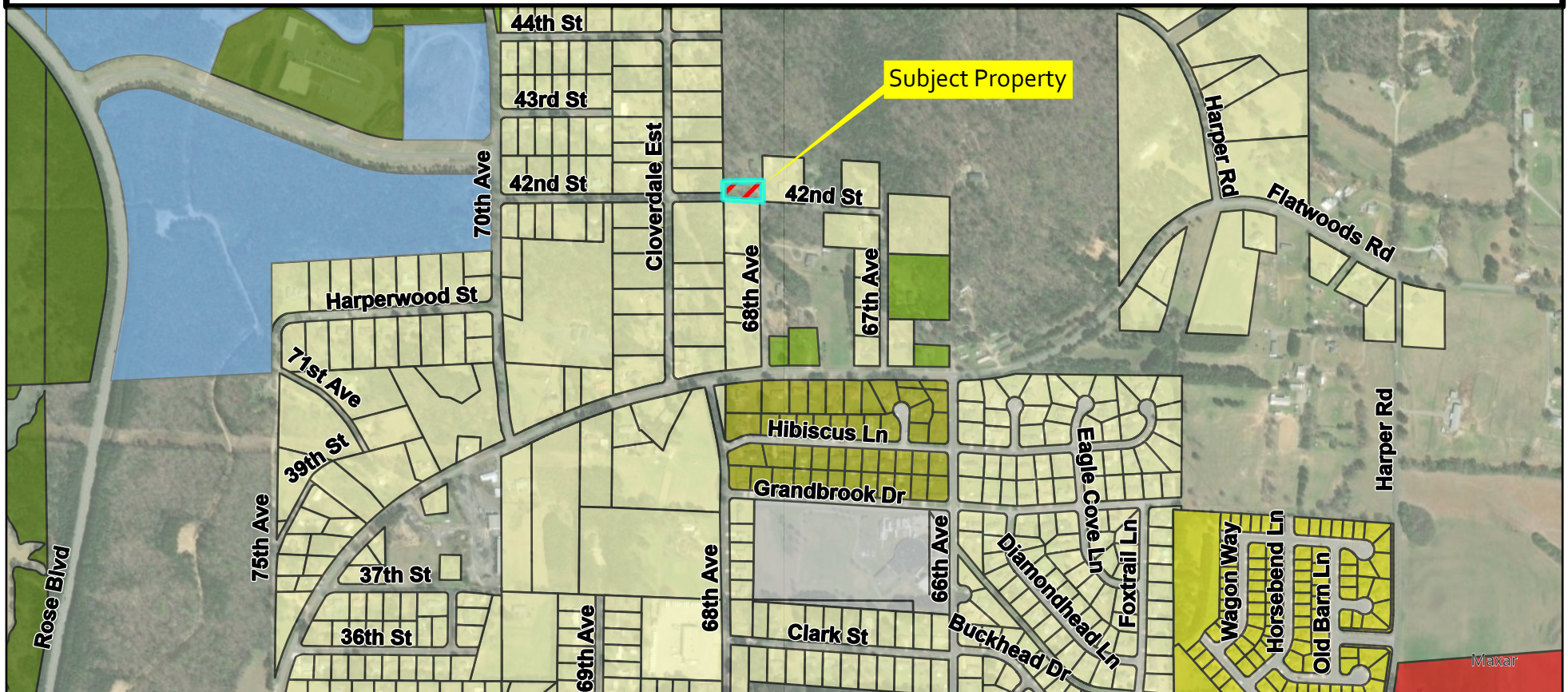
Residential Single-Family - SD

Subject Property



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

0 1,000 2,000 4,000 Feet





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

AGENDA ITEM NO. 11.c.2.

MEETING DATE: July 15, 2024

SUBJECT: Second Reading, Ordinance for annexation of approximately 3.84 acres located at 8790 Highway 43 N with zoning designation of O-I (Office Institutional).

Unfinished Business: X

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By:

Approved By:

Summary:

Chapel Hill Baptist Church, requests annexation of approximately 3.84 acres located at 8790 Highway 43 N. The parcel will be zoned O-I (Office Institutional). The property does meet annexation requirements and is eligible for annexation into the city limits.

Recommendation:

The Planning and Zoning Commission met during a regular scheduled meeting on June 11, 2024, and voted to give a favorable recommendation to the City Council.

Funding Source/GL Code:

GL Code No. NA Amount: \$ 0

Motion for Consideration:

Motion to approve the ordinance for annexation of approximately 3.84 acres located at 8790 Highway 43 N with a zoning designation of O-I (Office Institutional).

ORDINANCE NO:

**ORDINANCE ASSENTING TO THE ANNEXATION OF PROPERTY
INTO THE CORPORATE LIMITS OF THE CITY OF NORTHPORT AS A
RESULT OF A PETITION FILED BY ALL THE OWNERS THEREOF WITH AN ORIGINAL
ZONING DESIGNATION OF O-I**

WHEREAS, all of the owners of the real property hereinafter described did sign and file a written petition with the City Administrator/Clerk, a copy of which is attached hereto, requesting that said property be annexed to the City of Northport; and

WHEREAS, said property is warranted by all of the owners thereof to be contiguous to the corporate limits of the City of Northport, located in Tuscaloosa County, Alabama, and does not lie within the corporate limits of any other municipality as shown by a map attached hereto; and

WHEREAS, said petitioners requested that the City of Northport adopt an ordinance assenting to such annexation and that the corporate limits of the City be extended and rearranged so as to embrace and include such property; and

WHEREAS, the Planning Commission is recommending an original zoning designation of O-I (Office Institutional)

WHEREAS, said petitioners have complied with all applicable requirements of Article XI, Section 1107.02 of the Northport Zoning Ordinance.

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

1. Pursuant to the provisions of Section 11-42-20 et sec. of the Code of Alabama, 1975, as amended, the following described property, to wit:

That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcel adjacent to Chapel Hill Baptist Church being more particularly described as attached in Exhibit "A" and the same is hereby annexed into the corporate limits of the City of Northport with an original zoning designation of O-I (Office Institutional), and said property shall be and hereby is, made a part of the City of Northport, upon the date of advertising this Ordinance.

2. In the event that the property described in lies wholly or partially within the police jurisdiction of any other municipality, such property shall be and hereby is annexed to the corporate limits of the City of Northport, and is made a part of the City of Northport, pursuant to the provisions of the Act of August 30, 1973, No. 654, Section 3. 1973 Ala. Acts 654 [Codified at Ala. Code Appx., Section 382 (58) (1973)].

3. The City Attorney shall file a certified copy of this Ordinance in the Office of the Judge of Probate of Tuscaloosa County, Alabama.

4. The City Attorney shall forward a copy of the recorded ordinance to the Tax Assessor for Tuscaloosa County, Alabama.

ORDAINED this the ____ day of _____, 2024.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Christy Bobo, Council President

ATTEST:

Glenda D. Webb,
City Administrator/Clerk

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: July 1, 2024

By:

2nd Reading: July 15, 2024

Motion By:

Second By:

Publication:

Exhibit A

Parcel 1:

Commence at the calculated northwest corner of said Northwest Quarter of the Southeast Quarter of Section 29 as per Deed Book 838, at Page 235, and being recorded in the Probate Office of Tuscaloosa County, Alabama; thence run eastwardly and along the accepted north line of said Quarter Quarter 285.86 feet to a ½ inch capped rebar set, said point being the Point of Beginning; thence continue eastwardly and along said course 329.96 feet to a ½ inch iron pipe found; thence with an interior angle left of 89 degrees, 25 minutes, 43 seconds, run southwardly 262.27 feet to a ½ inch iron pipe found; thence with an interior angle left of 90 degrees, 06 minutes, 26 seconds, run westwardly 243.74 feet to a ¾ inch iron pipe found; thence with an interior angle left of 108 degrees, 16 minutes, run northwestwardly 273.38 feet to the Point of Beginning, thus making a closing interior angle left of 72 degrees, 11 minutes, 26 seconds. Said Parcel 2 containing 1.72 acres, more or less.

Also Known As Parcel ID – 63 20 09 29 4 002 008.001

Parcel 2:

Commence at the calculated northwest corning of said Northwest Quarter of the Southeast Quarter of Section 29 as per Deed Book 838, at Page 235, and being recorded in the Probate Office of Tuscaloosa County, Alabama; thence run eastwardly and along the accepted north line of said Quarter Quarter 285.86 feet; thence with a deflection angle right of 72 degrees, 11 minutes, 26 seconds, run southeastwardly 273.38 feet to a ¾ inch iron pipe found, said point being the Point of Beginning; thence continue southeastwardly and along said course 150.31 feet to a ½ inch capped rebar set; thence with an interior angle right of 108 degrees, 30 minutes, 00 seconds, run eastwardly 196.42 feet to a ½ inch iron pipe found; thence with an interior angle of 89 degrees, 51 minutes, 03 seconds, run northwardly 143.51 feet to a ½ inch iron pipe found; thence with an interior angle right of 89 degrees, 55 minutes, 23 seconds, run eastwardly 243.74 feet to the Point of Beginning, thus making a closing interior right angle of 71 degrees, 43 minutes, 35 seconds. Said parcel containing 0.72 acres, more or less.

Also Known As Parcel ID – 63 20 09 29 4 002 013.002

Parcel 3:

A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 29, Township 20 South, Range 10 West in Tuscaloosa County, Alabama, and being more particularly described as follows: As a starting point, begin at the Northwest corner of the Northwest Quarter of the Southeast of said Section 29; thence run in an Easterly direction along the North boundary of said Quarter-Quarter for a distance of 285.86 feet to a point; thence with a deflection angle of 72 degrees 11 minutes to the right, run in the Southeasterly direction for a distance of 423.69 feet to a point; thence with a deflection angle of 71 degrees 30 minutes, run in a Southeasterly direction for a distance of 196.42 feet to the POINT OF BEGINNING of the parcel herein described; thence continue in a Southeasterly direction along said course for a distance of 171.93 feet to a point; thence with an interior angle of 89 degrees 54 minutes, run in a Southwesterly direction for a distance of 125.00 feet to a point; thence with an interior angle of 90 degrees 06 minutes, run in a Northwesterly angle of 96 degrees 30 minutes, run in a Northerly direction for a distance of 125.81 feet to the POINT OF BEGINNING of the parcel herein described, at which point the interior angle is 83 degrees 30 minutes. Said parcel containing 0.47 acres.

Also Known As Parcel ID: 63 20 09 29 4 002 013.003

Parcel 4:

Beginning at the Southeast corner of that property conveyed to A.L. Sanders by Horace T. Brown and wife by deed dated July 21, 1995, at a point on the West margin of the Byler Road; run thence along the West margin of said road in a southerly direction a distance of 125 feet to a point; run thence due west a distance of 315 feet to a point; run thence due north a distance of 125 feet to a point on the South boundary line of said property conveyed to Sanders; run thence East along the South boundary of said Sanders property a distance of 315 feet to the point of beginning. All of the above described property lying and being in the Northwest Quarter of the Southeast Quarter (NW ¼ of SE ¼) of Section 29 Township 20 South, Range 10 West, in Tuscaloosa County, Alabama.

Also Known As Parcel ID: 63 20 09 29 4 002 014.000



PETITION FOR ANNEXATION

To The City of Northport, Alabama:

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the City of Northport this written petition requesting that our property as described be annexed to the City of Northport, Alabama, under the authority of §11-42-20 through §11-42-24, Code of Ala. 1975.

We further certify that said property is contiguous to the city limits of City of Northport, Alabama, and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the preceding description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by §11-42-21, Code of Ala. 1975. A map and written legal description of said property is hereto attached.

Initials: BP

We, the undersigned, fully understand that the City will provide police and fire protection and, if available, the City **may** provide water and sewer service under our current adopted procedures. **The City makes no commitment to extend water and sewer lines to property that is annexed into the City, or to upgrade drainage or roads by virtue of an annexation. Further, the city is prohibited from improving private property.**

Initials: BP

We understand that if the subject property lies within the territory of a fire district, it is our responsibility to remove the subject property from the fire district and provide written proof from said fire district that they have released the subject property from the fire district before this petition will be processed by the City. **We understand and hereby agree to pay to the City of Northport all costs and attorney's fees which the City may pay in the future to remove this property from any fire district if it is not removed by us prior to this annexation.**

Initials: BP

Furthermore, we certify that we understand fully that, following annexation, **the subject property shall be subject to all laws and codes administered by the City of Northport**, including, but not limited to, the zoning code, the subdivision regulations and the municipal code of the City of Northport.

Initials: BP

We do hereby request that the City give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Northport, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 13th day of May, 2002 2024.

Names and Signatures of
ALL property owners:

Signature: Bradley Porter
Print Name: BRADLEY PORTER - TFL, Inc. As Designated Agent

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Map or Survey Attached? x

Legal Description Attached? x

Recorded Subdivision Plat Attached? _____ or Metes and Bounds descriptions in electronic format? X

Any Property which is found to have been divided in violation of the City of Northport subdivision regulations in effect at the time of said division, will be required to be legally subdivided in accordance with the current regulations prior to, or concurrent with, this petition.

Updated 1/10

PETITION FOR ANNEXATION

Submission Deadline: 12 Noon _____

Hearing Date: _____

CITY OF NORTHPORT PLANNING DEPARTMENT
3500 McFarland Blvd., Northport, AL 35476
(205) 333-3002/FAX (205) 333-3046

PLEASE READ ALL INFORMATION CAREFULLY AND COMPLETE FULLY

	—OFFICIAL USE ONLY—
APPLICANT'S NAME Chapel Hill Baptist Church	
ADDRESS 8790 Hwy 43 N, Northport, AL 35473	CITY ADDRESS ASSIGNMENT
DAYTIME TELEPHONE 205-339-4071	ORDINANCE #
EMAIL bporter@tlusa.com	CASE #
County Address (if any) of subject property	XREF. CASES:
	REQUESTED ZONING (if other than RS-1):

Applicant must attach deed(s) covering the entire subject property. All metes and bounds descriptions must be supplied in a compatible electronic format (Microsoft Word).

OWNERSHIP CONFIGURATION: ☐ single parcel/single ownership ☒ multiple parcels/single ownership
☐ single parcel/multiple ownership ☐ multiple parcels/multiple ownership

THE FOLLOWING INFORMATION IS REQUIRED BY THE U.S. JUSTICE DEPT. AND BUREAU OF THE CENSUS.

Answers to the following questions should reflect the conditions existing on the subject property at the time of annexation.

1. a. Is this property your principal residence? ☐ YES ☒ NO (if "yes," answer part B)
- b. Applicant's Marital Status: ☐ Now Married ☐ Separated ☐ Divorced ☐ Widowed ☐ Never Married
2. a. Total number of buildings on subject property: 0

Number of houses Number of manufactured homes Other:

- b. Number of persons living on subject property: 0
- c. Of all persons residing on the property, how many are of voting age (18 years or older)?
- d. Of all persons residing on the property, how many are:

White Black Hispanic Asian or Pacific Islander American Other
Indian/Eskimo/Aleut
- e. Number of children in household: 0 Ages: N/A
- f. Proposed Use of Property (if any): Church

GENERAL DESCRIPTION OF PROPERTY (Include Acreage, Subdivision Name, Lot Number, etc.):

Approx. 3.8 acres west and south of existing Chapel Hill church property that is currently within the City Limits.

Parcel #'s: 63 20 09 29 4 002 008.001, 013.002, 013.003, 014.000

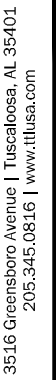
I, the applicant, certify that all of the above facts are true and correct to the best of my knowledge.

APPLICANT'S SIGNATURE: 	DATE: <u>05/13/24</u>
PRINT NAME: <u>BRADLEY PORTER</u> TTL, Inc. As Designated Agent	

Note: If Applicant is not the current owner of record a "Designation of Agent" form must be completed and submitted with this petition

Received by: _____ Date: _____

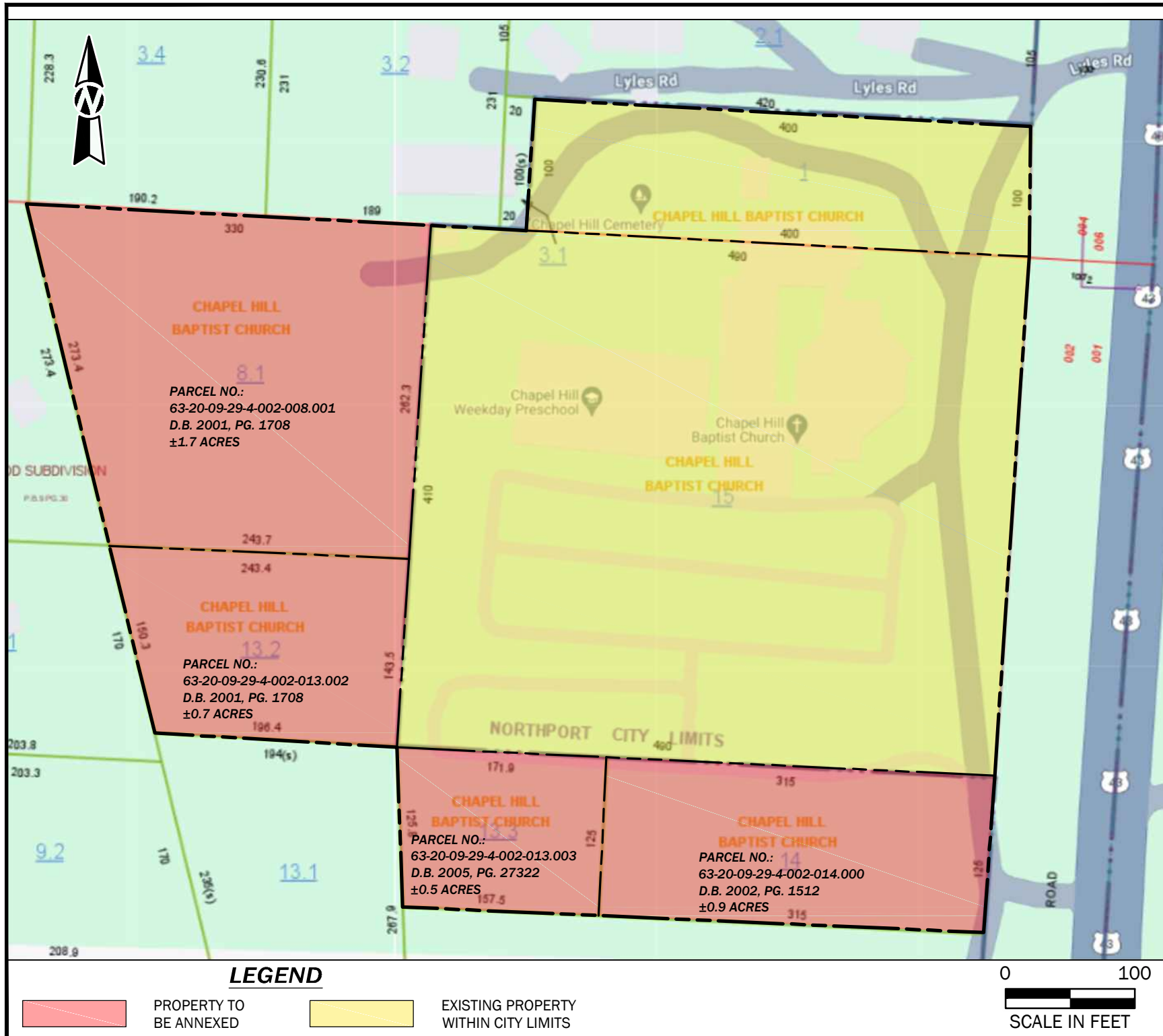
(Received Date is considered official date of submission)



PROPERTY ANNEXATION SKETCH

8790 HWY 43 N
NORTHPORT, ALABAMA

PRELIMINARY
(NOT FOR CONSTRUCTION,
RECORDING PURPOSES
OR IMPLEMENTATION)





Existing site as seen
from HWY 43

LEGAL NOTICE

Notice is hereby given that the City Council of Northport will meet in the Council Chambers of the Northport City Hall, at 5:30 p.m. on Monday, July 15, 2024 for the purpose of considering the adoption of a certain amendment to the Comprehensive Zoning Ordinance of Northport, Alabama, being a change in zoning classification as hereinafter set out, and for the purpose of conducting a public hearing in relation thereto. At such time and place, parties in interest, citizens and all persons who desire, shall have an opportunity of being heard in opposition to, or in favor of, the adoption of said amendment to the Comprehensive Zoning Ordinance.

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

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

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF NORTHPORT, ALABAMA

Annexation of approximately 3.84 acres with a zoning designation of O-I (Office Institutional)

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

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

1. That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcels being more particularly described as attached in Exhibit "A" in Tuscaloosa County, Alabama. Said property to rezone of approximately 3.84 acres to OI (Office Institutional). This property is located east of U.S. Highway 43 N and north of Lake Sherwood Lane at 8790 Highway 43 N.

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

Exhibit A

Parcel 1:

Commence at the calculated northwest corner of said Northwest Quarter of the Southeast Quarter of Section 29 as per Deed Book 838, at Page 235, and being recorded in the Probate Office of Tuscaloosa County, Alabama; thence run eastwardly and along the accepted north line of said Quarter Quarter 285.86 feet to a ½ inch capped rebar set, said point being the Point of Beginning; thence continue eastwardly and along said course 329.96 feet to a ½ inch iron pipe found; thence with an interior angle left of 89 degrees, 25 minutes, 43 seconds, run southwardly 262.27 feet to a ½ inch iron pipe found; thence with an interior angle left of 90 degrees, 06 minutes, 26 seconds, run westwardly 243.74 feet to a ¾ inch iron pipe found; thence with an interior angle left of 108 degrees, 16 minutes, run northwestwardly 273.38 feet to the Point of Beginning, thus making a closing interior angle left of 72 degrees, 11 minutes, 26 seconds. Said Parcel 2 containing 1.72 acres, more or less.

Also Known As Parcel ID – 63 20 09 29 4 002 008.001

Parcel 2:

Commence at the calculated northwest corning of said Northwest Quarter of the Southeast Quarter of Section 29 as per Deed Book 838, at Page 235, and being recorded in the Probate Office of Tuscaloosa County, Alabama; thence run eastwardly and along the accepted north line of said Quarter Quarter 285.86 feet; thence with a

deflection angle right of 72 degrees, 11 minutes, 26 seconds, run southeastwardly 273.38 feet to a $\frac{3}{4}$ inch iron pipe found, said point being the Point of Beginning; thence continue southeastwardly and along said course 150.31 feet to a $\frac{1}{2}$ inch capped rebar set; thence with an interior angle right of 108 degrees, 30 minutes, 00 seconds, run eastwardly 196.42 feet to a $\frac{1}{2}$ inch iron pipe found; thence with an interior angle of 89 degrees, 51 minutes, 03 seconds, run northwardly 143.51 feet to a $\frac{1}{2}$ inch iron pipe found; thence with an interior angle right of 89 degrees, 55 minutes, 23 seconds, run eastwardly 243.74 feet to the Point of Beginning, thus making a closing interior right angle of 71 degrees, 43 minutes, 35 seconds. Said parcel containing 0.72 acres, more or less.

Also Known As Parcel ID – 63 20 09 29 4 002 013.002

Parcel 3:

A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 29, Township 20 South, Range 10 West in Tuscaloosa County, Alabama, and being more particularly described as follows: As a starting point, begin at the Northwest corner of the Northwest Quarter of the Southeast of said Section 29; thence run in an Easterly direction along the North boundary of said Quarter-Quarter for a distance of 285.86 feet to a point; thence with a deflection angle of 72 degrees 11 minutes to the right, run in the Southeasterly direction for a distance of 423.69 feet to a point; thence with a deflection angle of 71 degrees 30 minutes, run in a Southeasterly direction for a distance of 196.42 feet to the POINT OF BEGINNING of the parcel herein described; thence continue in a Southeasterly direction along said course for a distance of 171.93 feet to a point; thence with an interior angle of 89 degrees 54 minutes, run in a Southwesterly direction for a distance of 125.00 feet to a point; thence with an interior angle of 90 degrees 06 minutes, run in a Northwesterly angle of 96 degrees 30 minutes, run in a Northerly direction for a distance of 125.81 feet to the POINT OF BEGINNING of the parcel herein described, at which point the interior angle is 83 degrees 30 minutes. Said parcel containing 0.47 acres.

Also Known As Parcel ID: 63 20 09 29 4 002 013.003

Parcel 4:

Beginning at the Southeast corner of that property conveyed to A.L. Sanders by Horace T. Brown and wife by deed dated July 21, 1995, at a point on the West margin of the Byler Road; run thence along the West margin of said road in a southerly direction a distance of 125 feet to a point; run thence due west a distance of 315 feet to a point; run thence due north a distance of 125 feet to a point on the South boundary line of said property conveyed to Sanders; run thence East along the South boundary of said Sanders property a distance of 315 feet to the point of beginning. All of the above described property lying and being in the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section 29 Township 20 South, Range 10 West, in Tuscaloosa County, Alabama.

Also Known As Parcel ID: 63 20 09 29 4 002 014.000

City of Northport Planning Commission

Annexation Request

Zoning

Agriculture

General Commercial

Office and Institutional

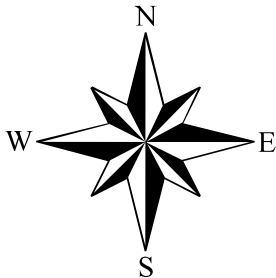
Residential Single-Family - 1

Residential Single-Family - 3

Residential Single-Family - 4

Residential Single-Family - SD

Subject Property



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

0 1,500 3,000 6,000 Feet

