

NORTHPORT CITY COUNCIL MEETING
MONDAY, AUGUST 5, 2024
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- a. Business of the Month Tuskaloosa Lawn Equipment

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 Chapter 28 of the Northport Municipal Code pertaining to Williamson Cemetery Rules and Regulations - 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 921 10th Street. - Julie Ramm
- 2. First Reading, Ordinance Authorizing the City Administrator to Enter into a Franchise Agreement with Comcast of Alabama, LLC - Ron Davis
- 3. First Reading, Ordinance Authorizing the City Administrator to Enter into a Franchise Agreement with DIRECTV, LLC - Ron Davis
- 4. First Reading Ordinance Correcting Effective Date of Compensation Adjustment for Future Mayor and Council - Ron Davis

b. Resolutions of a Temporary Nature

- 1. Resolution Authorizing Water Service Outside the City Limits for Property Located at 14200 Bone Camp Road - Ron Davis
- 2. Resolution authorizing the City Administrator to enter a Cooperative Agreement with Tuscaloosa County for Public Infrastructure Repair, Rehabilitation, and Construction - Tera Tubbs
- 3. Resolution Authorizing an Application to the Alabama Forestry Commission's Urban and Community Forestry Tree Planting Assistance Grant - Tera Tubbs

c. Consent Agenda

- 1. Minutes, July 15, 2024 - Glenda Webb
- 2. Bill Listing - Glenda Webb
- 3. Purchase Requisition, Replacement Fencing at Pump Stations, Straitline Fence, LLC., \$15,550.00 - John Webb
- 4. Purchase Requisition, Alabama League of Municipalities, Membership Dues, \$10,851.00. - Glenda Webb
- 5. Purchase Requisition, Repairs to Engine 3, \$6,023.67 - Chief Bart Marshall
- 6. Purchase Requisition, West Alabama Regional Commission, Redistricting Assistance \$5,000.00 - Glenda Webb
- 7. Purchase Requisition, Utilities Employee Boots, Ervin's Workwear & Boots, \$7,068.60 - John Webb
- 8. Purchase Requisition, New Engine for Knuckle Boom #9487, Big Bear Engine Company, \$14,000.00 - Brooke Starnes

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

a. Engineering

b. Legal Department

1. Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1518 10th Street - Parcel No. 63-31-05-15-2-021-008.000 - Ron Davis

c. Planning Inspections Department

1. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 4709 Highway 69 N - Julie Ramm

d. Police Department

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

14. MAYOR & COUNCIL MEMBER'S BUSINESS

- a. September Council Meeting Dates - Labor Day Holiday

15. ADJOURNMENT



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

AGENDA ITEM NO. 8.a.1.

MEETING DATE: August 5, 2024

SUBJECT: Second 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:

Consent Agenda:

Second Reading: X

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 adopt the attached Ordinance.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt 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 5th day of August, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

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 D. Webb, City Administrator

1st Reading: July 15, 2024
Motion By: Wiggins
2nd Reading: August 5, 2024
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.a.1.

MEETING DATE: August 5, 2024

SUBJECT: First Reading, Ordinance Ordering Demolition of an Unsafe Structure Located at 921 10th Street.

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 921 10th Street 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.

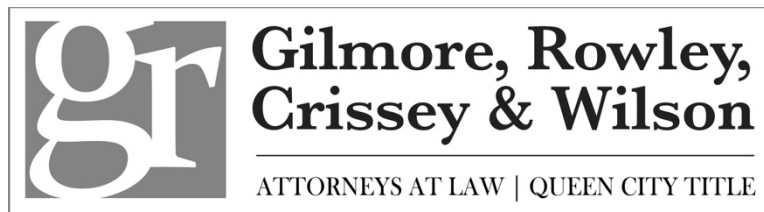
Funding Source/GL Code:

GL Code No. 04-45-000-54101 Amount: \$

Motion for Consideration:

None are 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

June 12, 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
921 10th Street, Northport, Alabama 35476**

Dear Tyler:

Per your request, we have examined title from the sources within the Tuscaloosa County Probate Office and offer the following summary on the above referenced property. Copies of referenced documents may be provided upon request.

Address: 921 10th Street, Northport, Alabama 35476

Tax Id: 63 31 05 15 2 024 028.000

Legal: Part of Lots 9 and 10 in Cook Survey Subdivision being described as follows: Commence at the Northeast corner of Lot 10 of the Cook Survey recorded in Plat Book 5, at Page 145 in the Probate Office of Tuscaloosa County, Alabama, and being in Section 15, Township 21, Range 10; thence run southeasterly approximately 140 feet to the point of beginning; continue in a southeasterly direction about 330 feet to the South quarter section line; thence run west about 145 feet along the said section line; thence run northwesterly about 288 feet; thence run northeasterly about 137 feet to the point of beginning.

Being the same property described in Deed Book 156 Page 466 and Estate Page created in Deed Book 836 Page 365 and being Tax Parcel No. 63-31-05-15-2-024-028.000, whether correctly described herein or not.

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: Amy Barnes, et als
5590 Villa Grn
Los Angeles, CA 90016

Tax Amount: Property taxes for 2023 in the amount of \$438.25 were paid on February 9, 2024 by **Tierce Properties, LLC**.

Title: It appears this property was owned by Norvel (also spelled Norvelle and Norvell in the records) Spencer who possibly purchased the property at Deed Book 156, at Page 466, Deed Book 142, at Page 334 and/or Deed Book 148, at Page 207. Amy Barnes that is currently listed on the assessment was listed as the Administrator of the Estate of Norvelle Spencer according to an Estate Page at Deed Book 836, at Page 365. Amy Barnes also signed a drainage easement to the City of Northport in 1982 on the subject property at Deed Book 836, at Page 366.

The subject property was recently conveyed from Rhonda Lavender and Marilyn Lavender to **Memnon Tierce, III** by deed dated July 12, 2022 and recorded July 19, 2022 in Deed Book 2022, at Page 18367 in the Probate Office of Tuscaloosa County, Alabama. The Grantors certified they were the only living heirs of Norvell Spencer.

Next, the subject property was sold at a tax sale in 2023 for delinquent taxes owed for 2022, as evidenced by a Tax Lien Auction Sale recorded in Judgment Book 2023, at Page 3422.

The tax sale was redeemed by **Tierce Properties, LLC** by a Certificate of Redemption dated February 9, 2024 and recorded February 9, 2024 in Redemption Book 2024 at Page 2 in the Probate Office of Tuscaloosa County, Alabama.

Conclusion: It appears the tax assessment record showing Amy Barnes is incorrect. The current owner appears to be either Memnon Tierce, III or Tierce Properties, LLC. The registered agent address for the LLC is Memnon Tierce, III at 611 28th Avenue, Tuscaloosa, AL 35401.

I also find the following addresses for Memnon Tierce, III and the LLC: P.O. Box 1996, Tuscaloosa, AL 35406; and 4413 Elba Street, New Orleans, LA 70125.

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.

In giving legal notice to the owners of the subject property, I suggest including a notice to Amy Barnes at the address on the assessment along with contacting Memnon Tierce, III or Tierce Properties, LLC.

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. June 3, 2024**.

Very truly yours,

/s/ Adrian M. Rowley

Adrian M. Rowley

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

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:

921 10th Street, 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 19th 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: **921 10th Street, 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 19th 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 19th 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: August 5, 2024
Motion:
2nd Reading: August 19, 2024
Motion By:
Second By:
Publication:



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

June 18, 2024

Memnon Tierce, III

P.O. Box 1996

Tuscaloosa, AL 35401

**RE: NOTICE OF UNSAFE STRUCTURE AT – 921 10th Street, Northport, AL 35476
TAX PARCEL I.D. # 63-31-05-15-2-024-028.000**

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.

Memnon Tierce, III

June 18, 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



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

June 18, 2024

Tierce Properties, LLC

4413 Elba Street

New Orleans, LA 70125

**RE: NOTICE OF UNSAFE STRUCTURE AT – 921 10th Street, Northport, AL 35476
TAX PARCEL I.D. # 63-31-05-15-2-024-028.000**

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.

Tierce Properties, LLC

June 18, 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



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

June 18, 2024

Amy Barnes, et als

5590 Villa Grn

Los Angeles, CA 90016

**RE: NOTICE OF UNSAFE STRUCTURE AT – 921 10th Street, Northport, AL 35476
TAX PARCEL I.D. # 63-31-05-15-2-024-028.000**

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.

Amy Barnes, et als

June 18, 2024

Page Two

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

Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: (Photograph and Inspection Report)

cc: City Administrator

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **921 10th Street Northport, AL 35476**

OWNER: **Amy Barnes, et als, Memnon Tierce, III, and Tierce Properties, LLC**

PROPERTY MAINTANANCE CODE

X	Main Dwelling	301
X	Accessory Structure	302.7
Foundations:		304.1.1/304.5
X	Foundation Wall Damaged	
X	Foundation Piers Damaged	
X	Footings Damaged	
Sill Plates		304.1.1(7)
X	Foundation Sill Rotted	
Floor Joist		304.1.1(9)
X	Floor Joist Sagging	
X	Floor Joist Rotted	
Exterior Wall		304.1.1(10)/304.6
X	Weather Boarding Rotted	
X	Bearing Wall Sagging	
X	Bearing Wall Rotted	
Interior Floors Ceiling		305/305.1.1/305.3
X	Flooring Rotted/Cracks/Holes	
X	Ceiling Rotted/Cracks/Holes	
Roof		304.1.1(8)
X	Rafters Sagging	
X	Rafters Rotted	
X	Roof Decking Rotted	
X	Eaves Rotted	
Windows		304.13.1
X	Windows Rotted	
X	Glazing Broken in Windows	
Stairs		304.1.1(12)/304.10
X	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	
X	Improper Plumbing Fixtures	



CITY OF NORTHPORT

OWNER: Amy Barnes, et als, Memnon Tierce, III, Tierce Properties, LLC

MAILING ADDRESS: 5590 Villa Grn, Los Angeles, CA 90016

LOCATION OF STRUCTURE: 921 10th Street, Northport, AL 35476

June 18, 2024

NOTICE

DO NOT REMOVE

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

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

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

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

BUILDING OFFICIAL



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

PURSUANT to Article II (Demolition of Unsafe Buildings) of the Northport City Code, the Building Inspector for the City of Northport has found that the structure(s), building(s), party wall(s) and/or foundation(s), or parts thereof, located at **921 10th Street** in the City of Northport, which real property was last assessed for state taxes by **Amy Barnes, et als, Memnon Tierce, III, and Tierce Properties, 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 19^h 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













































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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: August 5, 2024

SUBJECT: First Reading, Ordinance Authorizing the City Administrator to Enter into a Franchise Agreement with Comcast of Alabama, LLC

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

This ordinance authorizes the City Administrator to execute a cable franchise agreement with Comcast of Alabama, LLC. This draft cable franchise agreement, attached as Exhibit "A," was negotiated on behalf of the City by cable franchise experts Local Government Services, LLC, whose services were authorized by Resolution 24-15 on January 23, 2024. This agreement will replace the previous agreement authorized by Ordinance 1661 with terms more favorable to the City.

Recommendation:

Offer the ordinance for first reading

Funding Source/GL Code:

N/A

Motion for Consideration:

I offer for first reading the ordinance authorizing the City Administrator to Enter into a Franchise Agreement with Comcast of Alabama, LLC.

ORDINANCE NO.

**ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A
FRANCHISE AGREEMENT WITH COMCAST OF ALABAMA, LLC**

WHEREAS, the City Council for the City of Northport, Alabama (the “City”) desires to enter into a franchise agreement with Comcast of Alabama, LLC (“Comcast”); and

WHEREAS, the City previously entered a similar agreement via Ordinance 1661; and

WHEREAS, the City has determined that executing the franchise agreement with Comcast, a copy of which is attached hereto at Exhibit “A,” would greatly benefit the City and its citizens.

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

1. The City Administrator is authorized, directed and empowered to enter into the franchise agreement with Comcast, attached hereto at Exhibit “A,” in connection with the cable system.
2. The City Administrator is authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this Ordinance.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

ORDAINED this the _____ day of _____, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the _____ day of _____, 2024.

Dr. John Hinton, Mayor

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

Glenda D. Webb, City Administrator

1st Reading:

By:

2nd Reading:

Motion By:

Second By:

Publication:

EXHIBIT “A”

FRANCHISE AGREEMENT

This **AGREEMENT** is effective as of the ____ day of _____, 2024 (the “Effective Date”), and is between the City of Northport, Alabama (the “Franchising Authority” or the “City”), and Comcast of Alabama, LLC (the “Grantee” or the “Grantee”).

The Franchising Authority hereby acknowledges that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, Franchising Authority desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

SECTION 1 Terms

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. “Agreement” means this Agreement, together with all Appendices attached thereto and all amendments or modifications thereto.
- B. "Basic Cable Service" is any service tier of Cable Service that includes the retransmission of local broadcast television signals and any equipment or installation used in connection with Basic Service.
- C. "Cable Act" means Title VI of the Cable Act of 1934, as amended
- D. "Cable Services" shall mean (1) the one-way transmission to Subscribers of (a) Video Programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).
- E. "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area, but “Cable System” does not include:
 - i) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

- ii) a facility that serves Subscribers without using any public right-of-way as defined herein;
 - iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
 - iv) an open video system that complies with 47 U.S.C. § 573; or
 - v) any facilities of any electric utility used solely for operating its electric utility system.
- F. "Channel" means a "cable channel" or "channel" as defined in 47 U.S.C. § 522(4).
- G. "Franchise Authority" means Franchise Authority of Northport, a municipal corporation, in the State of Alabama, acting by and through its City Council, or it's lawfully appointed designee.
- H. "Franchise Authority Code" means all local ordinances, laws and regulations of the Franchise Authority.
- I. "FCC" means Federal Communications Commission or successor governmental entity thereto.
- J. "Franchising Authority" means Northport, Alabama.
- K. "Grantee" or "Grantee" means Comcast of Alabama, LLC or the lawful successor, transferee, designee, or assignee thereof.
- L. "Gross Revenues" means all revenue derived by the Grantee, its affiliates, subsidiaries, or parent, or Person from the provision and operation of its Cable System to provide Cable Service within the municipal boundaries of the Franchise Authority including, but not limited to, all Cable Service fees, Franchise Fees, equipment rental, premium services, pay-per-view, home wire maintenance service revenue, late fees, home shopping revenue, installation, disconnection and connection fees, advertising revenue equipment revenue and related income sources. If Grantee offers voice, Cable Service and data services for one bundled fee, the Franchising Authority will still receive a five percent franchise fee on the amount of the bundled fee attributable to the Cable service, which will be calculated by the Grantee using a methodology that allocates revenue on a pro rata basis when comparing bundled service price and its components to the sum of the published rate card, except as required by specific federal, state, or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. The term Gross Revenue shall not include refundable deposits, bad debt (provided that if amounts previously representing bad debt are collected, then those amounts shall be

included in Gross Revenues for the period in which they are collected), investment income, programming launch support payments so long as not booked as revenue by Grantee, nor any taxes on services furnished by Grantee imposed by any municipality, state, or other governmental unit and collected by Grantee for such governmental unit. The Franchising Authority acknowledges and accepts that Grantee maintains its books and records in accordance with Generally Accepted Accounting Principles (“GAAP”).

- M. "Person" means an individual, partnership, association, joint stock Grantee, trust, corporation, or governmental entity, but shall not mean the Franchising Authority.
- N. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area
- O. “Signal” means any transmission of radio frequency energy or of optical information.
- P. "Service Area" means the present boundaries of the Franchising Authority and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.16.
- Q. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.
- R. "Subscriber" means a Person who lawfully receives Cable Service from a Cable Service Provider .’
- S. “Video Programming” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

SECTION 2

Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in the Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services.

Notwithstanding the above grant to use Public Ways, no Public Ways shall be used by Grantee if Franchising Authority determines that such use is inconsistent with the terms, conditions, or provisions by which such Public Way was created or dedicated, or with the present use of the Public Way. Any use by Grantee of the Public Ways shall be subject to all local Franchise Authority Code requirements governing the Public Ways. Grantee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Franchising Authority that conflicts with its contractual rights under this Franchise, either now or in the future.

2.2 Lease or Assignment Prohibited. No Person may lease Grantee's System for the purpose of providing Cable Service until and unless such Person shall have first obtained and shall currently hold a valid franchise or other lawful authorization from the Franchise Authority containing substantially similar burdens and obligations to this Franchise. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 4.4 of this Franchise. This provision shall not prevent Grantee from complying with any commercial leased access requirements or any other provisions of Applicable Law.

2.3 Other Ordinances. The Grantee agrees to comply with the terms of the Franchise Authority Code. Neither party may unilaterally alter the material rights nor obligations set forth in this Franchise. In the event of a conflict between the Franchise Authority Code and this Franchise, this Franchise shall control. Grantee acknowledges and agrees that it is, and shall be, subject to the regulatory authority of the City of Northport.

2.4 Other Authorizations. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the Franchising Authority; provided, however, that no such franchise or similar lawful authorization shall contain material terms or conditions which, when considered as a whole, are substantially more favorable or less burdensome to the competitive provider than the material terms and conditions herein. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the overall regulatory and financial burdens on each entity are generally equivalent.

Notwithstanding any provision to the contrary, should any non-wireless facilities-based entity provide Cable Service within the Franchise Area during the term of this Franchise without a Franchise granted by the Franchising Authority and the Franchising Authority has the legal authority under State and Federal law to impose a Franchise on such entity, then Grantee shall have all rights which may be available to assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

SECTION 3

Standards of Service

3.1 Registration, Permits, Construction Codes, and Cooperation.

A. Grantee shall comply with the construction requirements of local, state and federal laws.

B. Grantee shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Permit fees and reimbursements paid through the permitting process is separate, and in addition to, any other fees included in the Franchise as generally applied on a non-discriminatory basis to the Grantee and all other users of the right-of-way. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Grantee shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Grantee shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Grantee's facilities in the rights-of-way without the Grantee's approval and supervision; provided, however, that the Grantee shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

C. Franchising Authority may issue reasonable policy guidelines to all users of the Public Way to establish procedures for determining how to control issuance of construction permits to multiple users of the same Rights-of- Way. Grantee shall cooperate with Franchising Authority in establishing such policy and comply with the procedures established by the Franchise Authority to coordinate the issuance of multiple construction permits.

E. Upon reasonable prior written notice, Grantee shall use reasonable efforts to meet with developers and be present at pre-construction meetings to ensure that Cable System facilities are installed in new developments within the Service Area in a timely manner, with such obligation being subject to all other requirements or limitations in this Franchise, including the density requirements in Section 3.16.

3.2 Use of Existing Poles or Conduits. Grantee shall use its best efforts to utilize existing poles, conduits and other facilities belonging to either Grantee or other utility providers whenever commercially reasonable and shall not construct or install any new, different or additional poles, conduits or other facilities on public property without the written approval of Franchising Authority. No location or any pole or wire-holding structure of Grantee shall be a vested interest, and such poles or structures shall be removed or modified by Grantee at its own expense whenever Franchising Authority determines that such a move is a public necessity.

3.3 Conditions of Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.4 Restoration of Public Ways. If during the course of the Grantees construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition mandated by the Franchise Authority Code or to reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance if the Franchise Authority Code is silent on the issue.

3.5 Relocation for the Franchising Authority. Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Grantee's services.

3.6 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than: (1) five (5) business days advance notice to arrange temporary wire alterations and thirty days to complete the raising or lowering of such lines; (2) thirty (30) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

3.7 Emergency. Whenever, in case of fire or other emergency, it becomes necessary in the judgment of the Mayor, City Administrator, police chief, fire chief, or their delegates, to remove or damage any of Grantee's facilities, no charge shall be made by Grantee against Franchise Authority for restoration, repair or damages.

3.8 Emergency Alert System. Grantee shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Grantee and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

3.9 Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

3.10 FCC Reports. Any reports filed by Grantee with the FCC shall upon written request, be filed with Franchise Authority or its designee within Thirty (30) days of the date when report is filed with the FCC.

3.11 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural in order to access and maintain the Cable System. Any trimming of trees by the Grantee in the Public Way shall be subject to such regulation or supervision as the Mayor or other authorized official may establish to protect the public health, safety and convenience.

3.12 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. Cable System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of Franchise Authority, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the health, safety or property of Franchise Authority or any Person.

3.13 Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground. Nothing contained in this subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

3.14 Locating Facilities.

- A. If during the design process for public improvements, Franchise Authority discovers a potential conflict between Grantee's facilities and proposed construction, Grantee shall

either: (a) locate and, if necessary, expose its facilities in conflict or (b) use a location service to locate or expose its facilities. Grantee is obligated to furnish the location information in a timely manner, but in no case longer than thirty (30) days after written notice from Franchising Authority.

- B. Franchise Authority reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, re-grade, widen, realign, or maintain any Public Way, aerial, surface, or subsurface improvement, including but not limited to water mains, traffic control conduits, cable and devices, sanitary or storm sewers, subways, tunnels, bridges, viaducts, or any other public construction within the Public way.

3.15 Installation Records. Grantee shall keep accurate Installation records of the location of all facilities in the Rights-of-Way and public ways and furnish strand maps to Franchise Authority upon prior written request. Grantee shall cooperate with Franchise Authority to furnish such information in an electronic mapping format, if possible compatible with the then current Franchise Authority electronic mapping format. Upon completion of new or relocation construction of underground facilities in the Rights-of- Way and public ways, Grantee shall provide Franchise Authority with Installation records in an electronic format, if possible compatible with the then-current Franchise Authority electronic mapping format showing the location of the underground and above ground facilities.

3.16 Required Extensions of the Cable System. Grantee agrees to provide Cable Service to all residences in the Service Area subject to the density requirements specified in this subsection. Whenever the Grantee receives a request for Cable Service from a potential Subscriber in an unserved area contiguous to Grantee's existing distribution facilities where there are at least 10 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of the Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non- Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.17 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of subsection 3.16 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals

10. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a pro rata basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the tap to the residence.

3.18 Public, Educational and Governmental Programming. Upon the provision of Cable Services, the Grantee shall provide within ninety (90) days of the Franchise Authority's request one (1) PEG channel for non-commercial, non-revenue generating public, educational and governmental (PEG) programming as designated in the Franchise Authority's sole discretion.

Any operation of the PEG access channel by Franchise Authority shall be the responsibility of Franchise Authority, and Grantee's obligation is the transmission of such channel. The Franchise Authority will be responsible to ensure that all transmissions, retransmissions, content, or programming that may be requested to be transmitted over a channel or facility by Grantee in the future, are provided or submitted to Grantee, at the Grantee's designated connection point, in a manner or form that is capable of being accepted and transmitted by Grantee, without requirement for additional alteration or change in the format or content by Grantee, over the network of Grantee, and which is compatible with the technology or protocol utilized by Grantee to deliver its Cable Service. Grantee is responsible for providing the connectivity to each PEG access Channel distribution point up to the first one thousand (1,000) feet.

Channel Position. At any time during the term of this Agreement and at the Grantee's sole option and discretion, the Grantee may (i) change the transmission technology by which PEG access programming is delivered to Subscribers, provided, however, that the quality of PEG access programming transmitted over the Cable System to Subscribers is of a quality comparable to that which was delivered to the Grantee by the PEG programmer, or (ii) relocate any PEG programming to a Channel position on its lowest digital tier service delivered to all of the Grantee's Subscribers. The Grantee shall notify the Franchising Authority at least thirty (30) days in advance of such changes.

Equipment. It shall be the sole responsibility of the Franchising Authority to obtain, provide, and maintain any equipment necessary to produce and cablecast PEG programming over the Cable System. The Company shall not be responsible for obtaining, providing, or maintaining any such equipment.

The Grantee does not relinquish its ownership of its ultimate right of control over a Channel position by designating it for PEG access use. A PEG access user, whether such user is an individual, educational, or governmental user, acquires no property or other interest in the Channel position by virtue of the use of a Channel position so designated.

The Grantee shall have no liability nor shall it be required to provide indemnification to the Franchising Authority for PEG programming cablecast over the Cable System.

3.19 Reimbursement of Costs. If Franchise Authority provided funds are available to any Person using the Public Way for the purpose of defraying relocation costs, the Franchising Authority shall provide the same proportionate cost reimbursement to Grantee.

3.20 Consumer Protection and Service Standards. Grantee shall also provide the necessary facilities, equipment and personnel to comply with the following consumer protection standards under Normal Operating Conditions:

A. Cable System office hours and telephone availability:

- a. Grantee will maintain a local or toll-free telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.
 - i. Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.
 - ii. After Normal Business Hours, the access line will be may be answered by a customer service representative. or an automated response system, including an answering machine. Inquiries received after Normal Business Hours will be responded to by a trained customer service representative no later than the close of the next business day.
 - iii. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less then ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.
 - iv. The Grantee will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.
 - v. Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.
 - vi. Bill payment locations will be open at least during normal business hours.

B. Installations, Outages and Service Calls.

- a. Under Normal Operating Conditions, each of the following four (4) standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:
 - i. Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system.
 - ii. Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee

must begin actions to correct other Service problems the next business day after notification of the Service problem.

- iii. The "appointment window" alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)
- iv. Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
- v. If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted prior to the time of the scheduled appointment. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

C. Communications between Grantee and Subscribers:

a. Notifications to subscribers:

- i. Grantee shall provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:
 - 1. Products and Services offered;
 - 2. Prices and options for programming services and conditions of subscription to programming and other services;
 - 3. Installation and Service maintenance policies;
 - 4. Instructions on how to use the Cable Service;
 - 5. Channel positions of the programming carried on the System; and
 - 6. Billing and complaint procedures, including the address and telephone number of the Franchise Authority.
- ii. Subscribers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the changes are within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by this Section 5.4(c)(i)(1). Grantee shall not be required to provide prior notice of any rate changes as a result of a regulatory fee, Franchise Fee, or other fees, tax, assessment or charge of any kind imposed by any federal agency, state or Franchise Authority on the transaction between the operator and the Subscriber.

b. Billing:

- i. Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and

premium Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

- ii. In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.
- c. Refunds: Refund checks will be issued promptly, but no later than either:
 - i. The Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
 - ii. Thirty (30) days from the return of the equipment supplied by Grantee if Service is terminated.
- d. Credits: Credits for Service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.
- e. Grantee shall comply with the cable industry's on-time guaranty as endorsed by the National Cable Television Association. This on-time guaranty generally provides that if Installation is not commenced within the "appointment window" specified by the operator, Installation shall be free for the Subscriber. Moreover, Grantee shall provide Subscribers with a Twenty and No/ 100 Dollars (\$20.00) credit for any missed service appointments.

3.21 Refund Policy.

- A. If a Grantee's Cable Service is interrupted due to a System outage for twenty-four (24) or more consecutive hours, Subscribers, upon request, shall be credited pro rata for such interruption. Credits must be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted. For this purpose, every month will be assumed to have thirty (30) days.
- B. In the event a Subscriber establishes or terminates Service and receives less than one (1) full month of Service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which Service was rendered to the number of days in the billing. Refund checks will be issued promptly, but no later than thirty (30) days from the date of return of the equipment supplied by the Grantee if Cable Service is terminated.

3.22 Late Fees. Fees for the late payment of bills shall be assessed in accordance with applicable law.

SECTION 4

Regulation by the Franchising Authority

4.1 Franchise Fee.

A. The Grantee shall pay to the Franchising Authority a franchise fee of five percent (5%) of Gross Revenues (as defined in subsection 1.1 of this Franchise). The franchise fee payment shall be due on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, in form and substance substantially the same as Exhibit A attached hereto. In the event that a Franchise Fee payment or other sum due is not received by the Franchising Authority on or before the date due, or is underpaid, Grantee shall pay in addition to the payment, or sum due, interest from the due date at annual rate equal to six percent (6%).

B. All amounts paid shall be subject to audit and re-computation by Franchising Authority and acceptance of any payment shall not be construed, as an accord that the amount paid is in fact the correct amount. If any audit reveals an error by Grantee of ten percent (10%) or more during any audit period, Grantee shall be responsible for Franchising Authority's reasonable out of pocket costs associated with the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Grantee has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit. The Franchising Authority shall provide the Grantee with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Grantee shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Renewal of Franchise. Any renewal of this Franchise shall be performed in accordance with Section 626 of the Cable Act

4.3 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

4.4 Transfer of Franchise. Neither the Grantee nor any other Person may sell, transfer or assign the Franchise or any of the Grantee's rights or obligations in or regarding its Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No change in Control of the Grantee, the Cable System or the Franchise, defined as an acquisition of 51% or greater ownership interest in Grantee, including actual working control shall occur after the Effective Date, by operation of law, or otherwise, without the prior written consent of the Franchising Authority. Such consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title or interest of

the Grantee in this Franchise or the Cable System in order to secure indebtedness, or (ii) incorporate reorganizations between or among entities wholly owned and wholly controlled by the parent Grantee of Grantee.

Any request for consent to a transfer shall be handled by the Franchising Authority in accordance with its rules and procedures as such are consistent with federal and state law, with Section 617 of the Cable Act and with regulations of the FCC. Any proposed transferee must accept in writing the Franchise rights and obligations.

SECTION 5

Books and Records

Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee and no more than once annually may review its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

SECTION 6

Insurance and Indemnification

6.1 Liability Insurance.

- A. Upon the effective date, Grantee shall, at its sole expense take out and maintain during the term of this Franchise commercial general liability insurance with a Grantee licensed to do business in the state of Alabama with a rating by A.M. Best & Co. of not less than "B plus" listing the Franchising Authority as additional insured with respect to losses for which Grantee is responsible under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee. This liability insurance shall include but shall not be limited to; protection against claims arising from bodily and personal injury and damage to property. The amount of insurance for single limit coverage applying to bodily and personal injury and property

damage shall not be less than Two Million and No/ 100 Dollars (\$2,000,000.00). The following endorsements or provisions shall apply to the liability policy:

- a. The policy shall provide coverage on an "occurrence" basis.
 - b. The policy shall cover personal injury as well as bodily injury.
 - c. The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the current ISO CG 00 01 policy form.
 - d. Franchising Authority shall be named as an additional insured on the policy.
 - e. The coverage shall be primary insurance and no other insurance maintained by the Franchising Authority will be called upon to contribute to a loss under this coverage with respect to losses for which the Grantee is responsible hereunder.
 - f. Standard form of cross-liability shall be afforded with respect to each additional insured party.
 - g. Notice of cancellation will be given in accordance with policy provisions.
- B. Grantee shall maintain Automobile Liability insurance with limits not less than Two Million and No/100 Dollars (\$2,000,000) each accident.
- C. Grantee shall submit upon request to Franchising Authority certificate of insurance evidencing compliance with this Section 6.1.
- D. Grantee shall not commence any Cable System construction work or permit any subcontractor to commence work until all insurance required under this Franchise has been obtained. Said insurance shall be maintained in full force and effect until the expiration of this Franchise.

6.2 Indemnification.

- A. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any and all lawsuits, claims, causes or action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and cost of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with the Grantee's operations, the exercise of the Franchise, the breach of Grantee of its obligations under this Franchise and/or the activities of Grantee, it subcontractor, employees and agents hereunder.
- B. The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of

insurance certificates required under this Franchise or the terms, applicability or limitations of any insurance held by Grantee.

- C. Franchising Authority does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by Franchising Authority, or the deposit with Franchising Authority by Grantee, of any of the insurance policies described in this Franchise.
- D. The indemnification of Franchising Authority by Grantee provided for in this Franchise shall apply to all damages and claims for damages of any kind suffered by reason of any of the Grantee's operations referred to in this Franchise, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- E. Grantee shall not be required to indemnify Franchising Authority for misconduct on the part of Franchising Authority or its officials, boards, commissions, agents, or employees. Franchising Authority shall hold Grantee harmless, subject to the limitations in state statutes for any damage resulting from misconduct of the Franchising Authority or its officials, boards, commissions, agents, or employees in utilizing any access Channels, equipment, or facilities and for any misconduct by Franchising Authority in connection with work performed by Franchising Authority and permitted by this Agreement, on or adjacent to the Cable System.

In order for Franchising Authority to assert its rights to be indemnified, defended, and held harmless, Franchising Authority must with respect to each claim:

- a. Promptly notify Grantee in writing within ten (10) business days of any claim or legal proceeding which gives rise to such right, provided that the failure to so notify shall not relieve the Grantee of its obligations hereunder;
- b. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding, subject to the following: Notwithstanding the foregoing, the Franchising Authority shall have the right to participate in such proceedings and be represented by attorneys of its own choosing at its sole cost and expense. Further, Grantee shall obtain the prior written consent of Franchising Authority (which consent shall not be unreasonably withheld, conditioned, or delayed) before entering a settlement of a claim involving non-monetary relief, criminal liability, injunctive or other equitable relief, or if such settlement does not expressly and unconditionally release Franchising Authority from all liabilities and obligations with respect to such claim; and
- c. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph 2 above.

6.3 Bonds. Grantee shall obtain and maintain a construction bond to the extent generally required by the Franchising Authority on a non-discriminatory basis to the Grantee and all other users of the right-of-way.

SECTION 7

Enforcement and Termination of Franchise

7.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the any material term of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of such alleged noncompliance.

7.2 The Grantee's Right to Cure or Respond. The Grantee shall: (A) have thirty (30) days from receipt of the notice described in subsection 7.1: to cure the default; or (B) have ten (10) days from the receipt of the notice described in Subsection 7.1 to respond to the Franchising Authority, contesting the assertion of such noncompliance. The time for Grantee to correct any violation or liability shall be extended by Franchising Authority if the necessary action to correct such violation or liability is of such a nature or character as to require more than thirty (30) days within which to perform, provided Grantee provides written notice that it requires more than thirty (30) days to correct such violations or liability, commences the corrective action within the thirty (30) day period and thereafter uses reasonable diligence to correct the violation or liability.

7.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to and to introduce witnesses. A complete verbatim record and transcript shall be made of such hearing using audio or video tape.

Following the hearing, the Franchising Authority shall determine whether or not the Franchise shall be revoked. If the Franchising Authority determines that the Franchise shall be revoked, the Franchising Authority shall promptly provide Grantee with its decision in writing. The Grantee may appeal such determination of the Franchising Authority to an appropriate court. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Franchising Authority. The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of

revocation of the Franchise.

7.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in material default of any provision of the Franchise, the Franchising Authority may:

- a. Commence an action at law for monetary damages or seek other equitable relief; or
- b. In the case of repeated or ongoing substantial non-compliance with a material term or terms of the Franchise, seek to revoke the Franchise in accordance with subsection 7.5.

7.5 Revocation. Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the repeated or ongoing substantial noncompliance with a material term or terms of the franchise. The Franchising Authority shall cause to be issued upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

7.6 Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to Franchise Authority. Grantee may not abandon the System or any portion thereof without compensating Franchise Authority for all costs incident to removal of the System.

7.7 Removal After Abandonment, Termination or Forfeiture.

- a. In the event of a lawful termination or abandonment of the System, Franchise Authority shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within Franchise Authority.
- b. If Grantee has failed to commence removal of System, or such part thereof as was designated by Franchise Authority, within ninety (90) days after written notice of Franchise Authority's demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of Franchise Authority's demand for removal is given, Franchise Authority shall have the right to remove the System at Grantee's expense and/or declare all right, title, and interest to the System to be in Franchise Authority with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.

7.8 Force Majeure. Neither party shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the parties to anticipate and control. This provision

includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached.

SECTION 8

Miscellaneous Provisions

8.1 Work Performed by Others. All applicable obligations of this Franchise shall apply to any contractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such contractor or others performing work obtain any rights to maintain and operate a System or provide Cable Service. Upon written request by Franchise Authority, Grantee shall provide notice to Franchise Authority of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services pursuant to this Franchise.

8.2 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.3 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements oral or written. Any amendments to this Franchise shall be mutually agreed to in writing by the parties.

8.4 Reservation of Rights. Execution of this franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by either party of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The parties acknowledge that each party reserves all of its rights under applicable Federal and State Constitutions and laws.

8.5 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, c) within five (5) business days after having been posted in the regular mail or d) or the next business day if sent by express mail or overnight air courier.

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Northport, Alabama
ATTN: MAYOR
3500 McFarland Boulevard

Northport, Alabama 35476

With a copy to: Ronald L. Davis
City Attorney
3500 McFarland Boulevard
Northport, Alabama 35476

The notices or responses to the Grantee shall be addressed as follows:

Comcast of Alabama, LLC
Attn: Vice President, External Affairs
2605 Circle 75 Parkway
Atlanta, Georgia 30339

With a copy to: Comcast Cable Communications, LLC
Attn: Vice President, Government Affairs
2605 Circle 75 Parkway
Atlanta, Georgia 30339

And: Comcast Cable Communications, LLC
Attn: Legal Department
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, Pennsylvania 19103

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

8.6 Descriptive Headings. The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.7 Severability. If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

8.8 Term and Acceptance. This Franchise shall be for a term of ten (10) years from the Effective Date of this Agreement. With execution of this Agreement, Grantee shall also deliver a certified or cashier's check in the amount of Three Thousand Dollars (\$3,000.00) made payable to the City of Northport, Alabama, as an acceptance fee and insurance certificates as required herein, that have not previously been delivered. The acceptance fee shall serve to recover attorney's fees and consulting expenses incurred by the City in granting this Franchise.

Considered and approved this _____ day of _____, 2024.

CITY OF NORTHPORT, ALABAMA

COMCAST OF ALABAMA, LLC

Printed Name

Printed Name

Title_____

Title_____

Date_____

Date_____

EXHIBIT A
FRANCHISE FEE PAYMENT WORKSHEET

REVENUE SOURCE	NUMBER OF SUBSCRIBERS	GROSS REVENUE	5% FRANCHISE FEE	YTD
Basic Service				
Expanded Basic				
Premium - HBO				
Premium - Showtime				
Premium - TMC				
Premium - Disney				
Premium - Encore				
Pay-Per-Channel				
Pay-Per-View				
Installation				
Guides				
Shopping Channels				
Advertising Sales				
Equipment Rental				
Administrative Fees				
Other Income				
Other				
TOTAL				



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

AGENDA ITEM NO. 9.a.3.

MEETING DATE: August 5, 2024

SUBJECT: First Reading, Ordinance Authorizing the City Administrator to Enter into a Franchise Agreement with DIRECTV, LLC

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

This ordinance authorizes the City Administrator to execute a cable franchise agreement with DIRECTV, LLC. This draft cable franchise agreement, attached as Exhibit "A," was negotiated on behalf of the City by cable franchise experts Local Government Services, LLC, whose services were authorized by Resolution 24-15 on January 23, 2024. This agreement will replace the previous agreement authorized by Ordinance 13-125 with terms more favorable to the City.

Recommendation:

Offer the ordinance for first reading

Funding Source/GL Code:

N/A

Motion for Consideration:

I offer for first reading the ordinance authorizing the City Administrator to Enter into a Franchise Agreement with DIRECTV, LLC.

ORDINANCE NO.

**ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A
FRANCHISE AGREEMENT WITH DIRECTV, LLC**

WHEREAS, the City Council for the City of Northport, Alabama (the “City”) desires to enter into a franchise agreement with DIRECTV, LLC (“DIRECTV”); and

WHEREAS, the City previously entered a similar agreement via Ordinance 13-125; and

WHEREAS, the City has determined that executing the franchise agreement with DIRECTV, a copy of which is attached hereto at Exhibit “A,” would greatly benefit the City and its citizens.

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

1. The City Administrator is authorized, directed and empowered to enter into the franchise agreement with DIRECTV, attached hereto at Exhibit “A,” in connection with the cable system.
2. The City Administrator is authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this Ordinance.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

ORDAINED this the _____ day of _____, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the _____ day of _____, 2024.

Dr. John Hinton, Mayor

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

Glenda D. Webb, City Administrator

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

EXHIBIT “A”

VIDEO SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") dated _____ 2024 ("Effective Date") is made by and between DIRECTV, LLC ("DIRECTV"), and the City of Northport, Alabama, ("City"). DIRECTV and City shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, BellSouth Telecommunications, Inc. d/b/a AT&T Alabama and the City entered into an agreement on December 5, 2013, ("Agreement") regarding the provision by AT&T Alabama of its integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP" Network"), the video component of which is switched, two-way, point-to-point and interactive service ("IP Video Service"); and

WHEREAS, the term of the Agreement expired December 5, 2018; and

WHEREAS, the Agreement was assigned by AT&T Alabama to its affiliate, DIRECTV on or about July 31, 2021; and

WHEREAS, both Parties agree it is in the best interest of the Parties and for the residents of the City to continue to receive competitive video services for the Parties to enter into a new Agreement.

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein the City and DIRECTV agree as follows.

1. **Requirements.** The City and DIRECTV hereby execute a Video Services Agreement for the provision of IP-Enabled Video Service. IP-Enabled Video Service is a switched, two-way point-to-point interactive video service provided by DIRECTV over the wire-line network of its affiliate, AT&T Alabama. Unless preempted by state or federal law, during the term of this Agreement so long as the terms of this Agreement remain enforceable, the City will not attempt to nor subject the provision of DIRECTV's IP-Enabled Video Service to regulation except under the terms of this Agreement. For the reasons set forth herein, the parties agree to enter into this agreement for the exclusive and limited purpose of addressing the provision by DIRECTV of IP-Enabled Video Service within the City.

1.1. With respect to the infrastructure installed and maintained by AT&T Alabama within the Right-of-Way ("ROW") as used for the IP-enabled video service, i.e., the U-verse TV service:

a. All equipment and facilities installed, located, erected, constructed, reconstructed, replaced, or removed shall be in accordance with good engineering practices and shall not unreasonably interfere with road improvements the City may deem appropriate to make, or unlawfully hinder or obstruct the rights of the traveling public.

b. All equipment and facilities in the ROW shall be maintained in accordance with the provisions of the National Electrical Safety Code of the National Bureau of Standards and National Electrical Code of the National Board of Fire Underwriters.

c. To the extent applicable, all equipment and facilities in the ROW shall be subject to the provisions of City Ordinances, rules, and regulations regarding tree trimming on public ROW. AT&T Alabama shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization where necessary to construct, operate, maintain, or repair the facilities used for the IP-enabled video service, prior to the commencement of any such activity. Permit fees and reimbursements paid through the permitting process is separate, and in addition to, any other fees included in this Agreement as generally applied on a non-discriminatory basis to AT&T Alabama and all other users of the right-of-way. The City shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days.

d. Upon abandonment, AT&T Alabama will, at the City's written request and within a reasonable amount of time, remove from the City ROW any visible equipment that was used exclusively for the IP-Enabled Video Service.

2. Term. The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2029. The term may be extended upon mutual agreement of the Parties in writing.

3. Compensation to City.

3.1. During the term of this Agreement, DIRECTV shall pay to City a fee equal to five percent (5%) of the Gross Revenues derived from the provision of DIRECTV's IP-Enabled Video Service which fee shall be paid quarterly ("IP-Enabled Video Service Provider Fee"). DIRECTV will remit the IP-Enabled Video Service Provider Fee pursuant to this Agreement irrespective of the classification of this service under the Federal Communications Act. Such fees shall be paid to the City within forty-five 45 days after the end of the preceding quarter for which payment is made. The provider may designate that portion of the subscriber's bill attributable to any fees imposed pursuant to this Agreement and recover such amount from the subscriber as a separate line item of the bill.

3.2. Payment shall be accompanied by a report, in such form and containing sufficient detail to determine DIRECTV's compliance with this Section, not later than forty-five (45) days after the last day of each March, June, September, and December, throughout the term of this Agreement setting forth the Gross Revenue for the quarter ending on said last day. In the event that an IP-Enabled Video Service Provider Fee payment or other sum due is not received by the City on or before the date due, Grantee shall pay in addition to the payment, or sum due, interest from the due date at the legal rate of interest state legal interest rate of 6% annually (Alabama Code § 8.8.1). The City shall have the right to audit any such payment for a period of three (3) years, and no acceptance of any payment shall be deemed final until the period for audit shall have expired.

3.3. Gross revenues shall mean all revenues derived from the provision of DIRECTV's IP-Enabled Video Service within the City and shall include the following:

a. All revenue collected by DIRECTV arising from or attributable to the provision of its IP-Enabled Video Service sold to subscribers residing within the unincorporated City, when sold individually or as part of a package or bundle, or functionally integrated, with services other than DIRECTV's IP-Enabled Video Service including, but not limited to: fees charged to Subscribers for any basic, optional, premium, per-channel or per-program service; installation and re-connection fees; converter rentals and/or sales; video service fees; late fees; wire maintenance revenue associated with stand-alone DIRECTV provided IP-Enabled Video Service; upgrade, downgrade or other change-in-service fees;

b. All revenue derived from DIRECTV's IP-Enabled Video Service pursuant to compensation arrangements for advertising sales and home shopping (including Home Shopping Network and any comparable shopping from home network) sales derived from the operation of the Service within the City. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Provider may make to advertisers) shall not be deducted from advertising revenue included in Gross Revenues. The allocation of advertising and home shopping revenue shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant region or national compensation arrangement; and

3.4. For purposes of this Agreement, Gross Revenues do not include:

a. uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected fees, shall be included in Gross Revenues in the period collected;

b. discounts, refunds, and other price adjustments that reduce the amount of compensation received by DIRECTV;

c. except as provided for in Section 3.4 (a), any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a Federal, State, or local government or any other governmental entity, collected by DIRECTV, and required to be remitted to the taxing entity, including sales and use taxes, and utility user taxes;

d. revenue from the sale or rental of capital assets to non-subscribers;
or

e. any revenues received by DIRECTV for the provision of non-IP-Enabled Video Service, including, but not limited to, information services (other than IP-Enabled Video Service), telecommunications, Internet access, or the provision of directory or Internet advertising (including yellow pages, white pages, banner advertisement, and electronic publishing).

4. Public, Educational and Governmental Programming. DIRECTV shall provide

capacity for the City's public, educational and governmental ("PEG") programming through DIRECTV's IP-Enabled Video Service, including sufficient capacity to carry PEG channels required by the City. City and educational institutions designated by the City will be solely and individually responsible for their own programming content.

4.1. Any operation of any PEG access channel by the City shall be the sole responsibility of the City, and DIRECTV's only obligation, is the responsibility for the transmission of such channel. The City will be responsible to ensure that all transmissions, retransmissions, content or programming that may be requested to be transmitted as PEG programming by DIRECTV in the future, if any, are provided or submitted to DIRECTV, at the DIRECTV designated connection point, in a manner or form that is capable of being accepted and transmitted by DIRECTV, without requirement for additional alteration or change in the format or content by DIRECTV, over the network of DIRECTV, and which is compatible with the technology or protocol utilized by DIRECTV to deliver IP-Enabled Video Services.

4.2. If technically and economically feasible, DIRECTV will, at its discretion, use reasonable efforts to interconnect with the incumbent cable provider to provide PEG programming.

5. Emergency Message. DIRECTV shall carry all Federal mandated National or Presidential alerts, State and Local alerts provided over the "Emergency Alert System" through DIRECTV's IP-enabled Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

6. Customer Service Standards. DIRECTV shall comply with the customer service requirements set forth in 47 C.F.R. Section 76.309(c), as such requirements may be amended from time to time.

7. Breach of Agreement. Should either Party claim that a breach of any part of this Agreement has occurred, that Party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within sixty (60) days.

8. Dispute Resolution. Except as otherwise provided in this Agreement, the Parties shall, prior to any court action, make diligent good faith efforts to resolve all issues and disputes that arise in the administration of this Agreement through discussions between designated representatives of the Parties and use of a mediator when such discussions have failed.

9. Non-discrimination. DIRECTV shall not deny access to its IP Video Services to any group of potential residential customers because of the income of the residents of the local area in which such group resides.

10. Certification of Insurance and Indemnification Obligations.

10.1. DIRECTV agrees to either obtain a policy of public liability insurance in an amount not less than \$1,000,000 with the City named as an additional insured under such policy or provide the City with proof of self-insurance in an amount not less than

\$1,000,000 within thirty (30) days following the Effective Date of this Agreement.

10.2. DIRECTV agrees to indemnify, defend, and hold harmless City, its past, present, and future officers, agents, and employees, from and against any liability for damages and/or for any liability or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent caused by DIRECTV's or AT&T Alabama's negligent construction, operation, or maintenance of its IP Network, provided that City shall give DIRECTV written notice of its obligation to indemnify City within fifteen (15) days of receipt of a claim or action pursuant to this subsection or up to ninety (90) days if DIRECTV is not prejudiced by the delay between fifteen (15) and ninety (90) days. Notwithstanding the foregoing, DIRECTV shall not indemnify City for any damages, liability or claims resulting from the negligence or willful misconduct of City, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any person or entity other than DIRECTV in connection with PEG programming.

10.3. With respect to DIRECTV's indemnity obligations set forth above, DIRECTV shall provide the defense of any claims brought against the City by selecting counsel of DIRECTV's choice to defend the claim, subject to the consent of the City, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the City from cooperating with DIRECTV and participating in the defense of any litigation by its own counsel at its own cost and expense, provided; however, that after consultation with the City, DIRECTV shall have the right to defend, settle or compromise any claim or action arising hereunder at its sole cost, and DIRECTV shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of the City, DIRECTV shall not settle the dispute without the City's consent, which consent shall not be unreasonably withheld. In no event shall the obligation of DIRECTV to indemnify the City exceed the amount of such settlement.

10.5. The City shall be responsible for its own acts of negligence or willful misconduct, or breaches of obligation committed by the City for which the City is legally responsible, subject to any and all defenses and limitations of liability provided by law. DIRECTV shall not be required to indemnify the City for the above acts of the City, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

11. Notices. Any notice to be given under this Agreement shall be in writing and may be delivered to either personally, by facsimile or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to City:

Northport, Alabama
ATTN: Mayor
3500 McFarland Road
Northport, Alabama 35476

If to DIRECTV:

DIRECTV, LLC
Legal/External Affairs
2260 E. Imperial Hwy.
El Segundo, CA 92450

12. Privacy. DIRECTV shall comply with all applicable federal (47 U.S.C. § 551), state and local privacy laws during the term of this Agreement, to the extent such laws apply to

DIRECTV and its obligations under this Agreement.

13. Taxes. Nothing contained in this Agreement shall be construed to exempt DIRECTV's IP-Enabled Video Service from any tax, levy or assessment which is or may later be properly authorized by law; provided any tax, levy or assessment on any DIRECTV product is equally applicable to all other businesses in the City.

14. Employment. DIRECTV hereby agrees that it shall not refuse to hire or employ, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment, because of age, race, creed, color, national origin, handicap, religious faith or sex.

15. Books and Records; City's Right of Inspection and Audit

15.1. DIRECTV shall maintain books of account and records adequate to enable DIRECTV to demonstrate that it is in compliance with the obligation to pay the fees described in Section 3.1 of this Agreement with respect to its IP-Enabled Video Service. DIRECTV shall also maintain books and records to demonstrate DIRECTV's compliance with all other terms of this Agreement. DIRECTV shall not be required to maintain books and records for compliance purposes under this Agreement for a period longer than three (3) years.

15.2. The City shall have the right to audit DIRECTV, with respect to any payment made under this Agreement, within three (3) years from which the fee payment was due. The City may recompute any amounts determined to be payable in satisfaction of the fees described in Section 3 of this Agreement with respect to DIRECTV's IP-Enabled Video Service. Any additional and valid amount due the City as a result of the audit shall be paid by DIRECTV within thirty (30) days after DIRECTV receives a written notice from the City. The notice that the City sends to DIRECTV shall include a copy of the audit report.

15.3. In the event that payment of any valid fees described in Section 3.1 of this Agreement with respect to IP-Enabled Video Service that has been recomputed pursuant to Section 15.2 above is not made on or before the expiration of thirty (30) days following written notice by the City, DIRECTV shall be charged and shall pay, in addition to the amount due, interest from the due date at the legal rate of interest set forth in Alabama Code Annotated Section 8.8.1.

15.4. City acknowledges that some of the records which may be provided by DIRECTV may be classified as confidential or proprietary and, therefore, may subject DIRECTV to competitive disadvantage if made public. City shall therefore take reasonable steps to prevent disclosure of such information, including abiding by any non-disclosure agreements that may be entered, and will provide notice to DIRECTV in the event an open records or similar request is received by the City, pursuant to applicable laws.

15.5. City and DIRECTV acknowledge that all notifications required pursuant to this Agreement constitute a condition precedent that must be timely met prior to either party bringing any claim or lawsuit arising out of this Agreement.

16. Furnishing of Information. Each Party shall cooperate to make available or cause to be made available information requested by the other Party relating to this Agreement and each Party's obligations under this Agreement to the extent such information may be requested in writing by a Party and is in the possession or the control of the other Party. Any disputes between the Parties as to any information requested pursuant to this Section shall be subject to the dispute resolution process described in Section 8 of this Agreement.

17. Termination and Revocation of Agreement. A verified and continuing pattern of noncompliance with any material provision of this Agreement shall constitute a material breach of this Agreement. This Agreement may be revoked, after a full due process hearing, by a simple majority vote of the City Council upon the recommendation of the City, for a material breach of this Agreement after giving DIRECTV at least thirty (30) days notice in writing of intention to revoke such Agreement, unless such violation is corrected during the period of notice, or unless DIRECTV has made a reasonable attempt to correct the violation during that time and is unable to correct such violation despite such reasonable attempts. The time for DIRECTV to correct any violation or liability shall be extended by the City if the necessary action to correct such violation is of such a nature or character as to require more than thirty (30) days within which to perform, provided DIRECTV provides written notice that it requires more than thirty (30) days to correct such violations and commences the corrective action within the thirty (30) day period and thereafter uses reasonable diligence to correct the violation.

17.1. In addition to all other rights, powers, or remedies pertaining to the City in connection with this Agreement or otherwise, the City reserves the right to terminate this Agreement and all rights and privileges of DIRECTV under this Agreement if any of the following events shall occur and not be cured in a timely manner.

a. Substantial failure on more than one occasion to comply with any material provision of this Agreement or any other local, state, or Federal law or regulation of a nature such as to prevent DIRECTV from carrying out all of the terms of this Agreement for a period of more than one (1) month.

b. DIRECTV does not pay any portion of the fees, payments, or contributions required under this Agreement, when due and payable under this Agreement.

c. Any material representation or warranty made by DIRECTV in connection with this Agreement shall be false in any material respect when made.

d. DIRECTV shall violate any other material covenant, agreement or condition of this Agreement and such violation shall not have been corrected, within such reasonable period of time to cure as granted to DIRECTV by the City pursuant to the provisions of this Agreement.

e. DIRECTV attempts to evade any of the provisions of this Agreement or practices any fraud or deceit upon the City or upon subscribers.

17.2 In addition to the termination rights set forth in Section 17 above, either DIRECTV or the City shall have the right to terminate this Agreement and all obligations hereunder upon 90 days' notice to the other Party, if (a) DIRECTV concludes in its reasonable business judgement that IP-Enabled Video Service is no longer technically, economically, or financially consistent with DIRECTV's business objectives; (b) cable company Title VI obligations or any similar obligations are imposed on DIRECTV's IP-Enabled Video Service; or (c) a change in state or federal law permits the City to obtain greater compensation provided for under the terms of this Agreement.

18. Amendment of this Agreement.

18.1. This Agreement may be amended or modified only by a written instrument executed by both Parties or as otherwise provided by law or the occurrence of any condition stated herein.

19. Assignment. DIRECTV may not assign or transfer this Agreement or any interest therein, without the prior consent of the City, which consent shall not be unreasonably withheld or delayed.

19.1. Notwithstanding anything to the contrary, no consent shall be required, however, for (1) a transfer of an agreement or any interest therein to an Affiliate or (2) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title or interest of DIRECTV in this Agreement or the system in order to secure indebtedness.

19.2. Any request for consent to a transfer of this Agreement or change in control of DIRECTV shall be handled by the City in accordance with applicable federal and state law.

19.3. In the event of a transfer of this Agreement the transferee or assignee must agree, in writing, to be bound by the terms of this Agreement subject to applicable law.

20. Entire Agreement. This Agreement constitutes the entire agreement between City and DIRECTV with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and DIRECTV regarding the subject matter hereof.

21. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

22. Miscellaneous.

22.1. DIRECTV and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

22.2. The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

22.3. DIRECTV and City shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

22.4. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

23. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile or e-mail and any signature transmitted by facsimile or e-mail will be given the same force and effect as an original signature.

24. Compliance with this Agreement. DIRECTV shall not be excused from complying with any of the terms, conditions, and provisions of this Agreement by any failure of the City upon one or more occasions to insist upon or to seek compliance with any such terms, conditions or provisions.

25. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by a force majeure, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference. For purposes of this Agreement, force majeure shall include any work stoppages or other such labor related events that prevent performance under this Agreement.

26. Choice of Laws and Venue. This agreement is to be constructed in all respects and enforced according to the laws of the State of Alabama. The parties agree that the proper venue for the resolution of any dispute arising from or related in any way to this agreement shall be the City of Northport, Alabama if by alternative dispute resolutions procedures; or if by litigation in any state court, the Circuit Court of Tuscaloosa County, Alabama; or if by litigation in Federal Court, the United States District Court for the Northern District of Alabama Western Division. Each party expressly consents to jurisdiction in such venue.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this _____ day of _____, 2024.

SIGNATURE PAGE TO FOLLOW

DIRECTV, LLC

By: _____
Name: Scott J. Alexander
Title: Senior Director - External Affairs

State of Texas)
County of Dallas)

Sworn to and subscribed before me this _____ day of _____, 2024.

NOTARY PUBLIC

SEAL

My Commission expires: _____

CITY OF NORTHPORT

By: _____
Name: Glenda D. Webb
Title: City Administrator

State of Alabama)
County of _____)

Sworn to and subscribed before me this _____ day of _____, 2024.

NOTARY PUBLIC

SEAL

My Commission expires: _____



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

AGENDA ITEM NO. 9.a.4.

MEETING DATE: August 5, 2024

SUBJECT: First Reading Ordinance Correcting Effective Date of Compensation Adjustment for Future Mayor and Council

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

In February, 2021, Ordinance 2602 adjusted the compensation for future Mayor and Council. The adjustment was set to go into effect in November 2024. In July 2021, the Alabama Legislature adjusted the cycle of municipal elections and extended the current term of City of Northport elected officials until November 2025. This ordinance corrects the effective date of the compensation adjustment to November 2025, per the updated statewide municipal election cycle.

Recommendation:

Offer for first reading

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to offer for first reading the Ordinance Correcting the Effective Date of the Compensation Adjustment for Future Mayor and Council.

ORDINANCE NO.

ORDINANCE CORRECTING EFFECTIVE DATE OF COMPENSATION ADJUSTMENT FOR FUTURE MAYOR AND COUNCIL

WHEREAS, On February 1, 2021, the City of Northport adjusted the compensation for future Mayor and Council via Ordinance 2062; and

WHEREAS, Ordinance 2062 listed an effective date of November 2024; and

WHEREAS, In July 2021, the Alabama Legislature adjusted the cycle of municipal elections and extended the current term of most municipal elected officials, including the City of Northport, until 2025; and

WHEREAS, the City of Northport wishes to amend the effective date of Ordinance 2062 to November 2025 to align with the new municipal election cycle.

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

- 1.** That Section 2-43 of the Northport Municipal Code is hereby added as set forth in Exhibit “A” which is attached hereto and incorporated herein by reference as if fully set out verbatim.
- 2.** That Section 2-67 of the Northport Municipal Code is hereby amended as set forth in Exhibit “A” which is attached hereto and incorporated herein by reference as if fully set out verbatim.
- 3.** That this Ordinance shall become effective for the Mayor and City Council elected for the November 2025 term.
- 4.** This Ordinance shall not change the compensation of the current Mayor and City Council.

ORDAINED this the 19th day of August, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 19th day of August, 2024.

John Hinton, Mayor

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

Glenda D. Webb, City Administrator

1st Reading: August 5, 2024

By:

2nd Reading:

Motion By:

Second By:

Publication:

EXHIBIT “A”

Sec. 2-43. – Compensation.

- (a) The members of the City Council of the City of Northport, other than the President, shall receive an annual salary of \$15,500.00 to be paid monthly beginning in November of 2025.
- (b) The President of the City Council of the City of Northport shall receive an annual salary of \$17,500.00 to be paid monthly beginning in November 2025.

Section 2-67 – Compensation.

- (a) The council shall, by ordinance prescribe the salary of the Mayor. The Mayor of the City of Northport shall receive an annual salary of \$22,000.00 to be paid monthly beginning in November 2025.



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: August 5, 2024

SUBJECT: Resolution Authorizing Water Service Outside the City Limits for Property Located at 14200 Bone Camp Road

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: Ron Davis

Summary:

Ms. Brenda Malone has property located at 14200 Bone Camp Road, that cannot presently be annexed into the city because the property is not contiguous. The address is outside of the city limits and outside of the planning jurisdiction. She is requesting city water service. The Municipal Code allows this with the majority consent of the city council. The staff recommends this access be allowed. Per city code, all costs of this connection would be paid by the applicant and not by the City. In addition, we are adding the requirement that if, in the future, the property can be annexed, the property will be annexed into the city. If the property is not annexed, the City retains the right to terminate water services at that point.

Recommendation:

Approve

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to adopt the resolution authorizing water service outside the city limits to be provided to Ms. Brenda Malone at 14200 Bone Camp Road, pursuant to the conditions in the resolution.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS FOR
PROPERTY LOCATED AT 14200 BONE CAMP ROAD**

WHEREAS, Ms. Brenda Malone, has property located at 14200 Bone Camp Road, and has requested that she be allowed to obtain water from the City of Northport for this property; and

WHEREAS, Ms. Malone 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 14200 Bone Camp 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: August 5, 2024
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: August 5, 2024

SUBJECT: Resolution authorizing the City Administrator to enter a Cooperative Agreement with Tuscaloosa County for Public Infrastructure Repair, Rehabilitation, and Construction

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Tera Tubbs

Summary:

The City of Northport and Tuscaloosa County wish to enter into an agreement, pursuant to respective statutory authority, where the parties will share in the cost of certain infrastructure projects involving repair, rehabilitation and construction. The City of Northport and Tuscaloosa County believe that cooperatively working together for repair, rehabilitation and construction of public infrastructure projects will benefit the prosperity and general welfare of the community and will confer a public benefit of a reasonably general character to a significant part of the public.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

GL Code No. N/A Amount: To be determined pertaining to each project

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to enter a Cooperative Agreement with Tuscaloosa County for Public Infrastructure Repair, Rehabilitation, and Construction.

RESOLUTION NO. 24-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER A COOPERATIVE AGREEMENT WITH TUSCALOOSA COUNTY FOR PUBLIC INFRASTRUCTURE REPAIR, REHABILITATION, AND CONSTRUCTION

WHEREAS, the City of Northport wishes to enter into an agreement with Tuscaloosa County, pursuant to respective statutory authority, where the parties will share in the cost of certain infrastructure projects involving repair, rehabilitation and construction; and

WHEREAS, the City of Northport and Tuscaloosa County believe that cooperatively working together for repair, rehabilitation and construction of public infrastructure projects will benefit the prosperity and general welfare of the community and will confer a public benefit of a reasonably general character to a significant part of the public.

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

1. The City Administrator is hereby authorized to enter a Cooperative Agreement with Tuscaloosa County for Public Infrastructure Repair, Rehabilitation, and Construction.
2. That all cooperative projects for the City must be approved by the City Engineer with budgetary approval by the City Administrator.
3. The City Administrator is authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this resolution.

RESOLVED AND DONE THIS 5th DAY OF AUGUST, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: August 5, 2024

Motion By:

Second By:

EXHIBIT “A”

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF NORTHPORT)

**COOPERATIVE AGREEMENT FOR PUBLIC INFRASTRUCTURE
REPAIR, REHABILITATION, AND CONSTRUCTION**

THIS AGREEMENT made and entered into on this the _____ day of _____, 2024, by and between the CITY OF NORTHPORT, a Municipal Corporation, of the State of Alabama (hereinafter sometimes referred to as "City" or "the City"), and TUSCALOOSA COUNTY, ALABAMA, a political subdivision of the State of Alabama (hereinafter sometimes referred to as "County" or "the County"):

WHEREAS, the County and the City believe that cooperatively working together for repair, rehabilitation and construction on public infrastructure projects will benefit the prosperity and general welfare of the community and will confer a public benefit of a reasonably general character to a significant part of the public; and

WHEREAS, the County and the City wish to enter into an agreement, pursuant to respective statutory authority, whereby the parties will share in the cost of certain infrastructure projects involving repair, rehabilitation and construction, subject to certain terms and conditions as delineated in this agreement.

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

NOW THEREFORE, for and in consideration of the sums herein stated and other good and valuable mutual consideration moving between the parties and as particularly set forth herein, the parties hereto agree as follows:

I. DESCRIPTION OF COOPERATION

The Cooperative Project shall generally consist of certain repair, rehabilitation, and construction of public infrastructure. Such projects must be identified by both the City and County. For the City, all cooperative projects must be approved by the City Engineer with budgetary approval by City Administrator. For the County, approval must be given by the County Engineer. In further

consideration of the cooperation, the indemnity provision attached as Exhibit "A" applies to this agreement. For each Cooperative Project, the Cooperative Project Approval Form which is attached hereto as Exhibit "B" must be completed and executed by City Engineer and the Tuscaloosa County Engineer prior to the commencement of any Cooperative Project.

II. AUTHORITY

The parties are acting in regard to this agreement according to the rights, duties, and authorities granted to them by law including without limitation the provisions of the Ala. Code §41-16-21.1, as well as any other applicable law. The parties further agree that the Project and their respective expenditures are in their respective best interests and are for the promotion of the public health, safety, security, prosperity and general welfare of the community and will confer a public benefit of a reasonably general character to a significant part of the public.

III. RESPECTIVE DUTIES OF BOTH PARTIES

After approval by the appropriate individuals as identified in Section 1 above, and depending upon the specific project undertaken, either the County or the City will undertake repair, rehabilitation or construction of public infrastructure items. If either the County or City utilizes a contractor to perform such work on public infrastructure, then the contracting governmental agency affirms that the procurement of the contractor complies with all applicable state laws.

Upon completion of the project by the responsible governmental agency, then an invoice detailing the costs to the other governmental agency shall be prepared and delivered to the appropriate representative of the government not performing the work. Said invoice shall be reviewed and, if in conformity with the approvals contained in Section 1 above, shall be paid within 45 days of presentation for payment.

Provided, however, nothing herein contained shall relieve each party from its legal obligation and responsibility it has pursuant to applicable laws, for the maintenance and operation of its public infrastructure constructed pursuant to this cooperative agreement.

IV. TIME

Projects identified by the processes within this cooperative agreement shall begin as soon as is practicable after the execution of this agreement. In no event should any Project commence prior to the completion and execution of the Cooperative Project Approval Form. Time is of the essence with regard to this Agreement.

V. TERMINATION

Each party to this agreement shall have the right to terminate the same for a material breach thereof by another party to perform in accordance with the terms and conditions herein. Under such circumstances, the breaching party or non-conforming party shall have thirty (30) days to cure said breach after written notice thereof. Should the breaching party fail to cure within thirty (30) days, then the non-breaching party is relieved from all obligations pursuant to the terms and conditions of this agreement and all funds will be refunded accordingly.

VI. NOTICES

All notices provided herein or which need to be given in connection with the performance of any obligation or condition of this agreement shall be in writing and shall be delivered by personal delivery, certified mail, return receipt requested, overnight delivery to the following:

Tuscaloosa County: Scott Anders
Tuscaloosa County Engineer
2810 35th Street
Tuscaloosa, Alabama 35401

City of Northport: Tera Tubbs, City Engineer
3500 McFarland Boulevard
Northport, Alabama 35476

With a copy to: Glenda Webb, City Administrator
3500 McFarland Boulevard
Northport, Alabama 35476

VII. NO THIRD PARTY BENEFICIARIES

It is the intent of the parties to this Agreement that they be the only parties to the Agreement and to expressly exclude third party beneficiaries; no person not a party to the Agreement may claim benefits under the Agreement.

VIII. SEVERABILITY

It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, or otherwise appears to both parties to be invalid, the invalidity of any such covenant, condition or provision herein contained, shall not affect other remaining and valid covenants or conditions herein unless such invalidity renders performance of the essential elements of the contract impossible.

IX. MISCELLANEOUS CLAUSES

Representations and Warranties: Each party to this Agreement represents and warrants to the other parties as follows:

- a. That it is a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- b. That each has full power and capacity to enter into this Agreement.
- c. That to the extent required, each party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
- d. That each party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the party to the terms and conditions hereof.
- e. That, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same.
- f. That there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.

g. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

h. That, under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this Agreement.

i. That the execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.

j. That this Agreement constitutes the legal, valid and binding obligation of each party and is enforceable against such party in accordance with its terms, except in so far as the enforceability thereof may be limited by: (i) bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights and (ii) general principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.

Final Integration: This Agreement, together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

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

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

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

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

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

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

Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement without regard to conflict of laws principles.

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

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

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

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

No Consent to Suit: None of the provisions of this Agreement shall constitute a waiver of the County's immunity from suit or its consent to suit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first set forth above.

CITY OF NORTHPORT, A Municipal Corporation

By: _____
Glenda D. Webb, City Administrator

ATTEST:

**TUSCALOOSA COUNTY, ALABAMA,
A Political Subdivision of the State of Alabama**

**Ward D. Robertson, Chairman
Tuscaloosa County Commission**

ATTEST:

Exhibit A

INDEMNITY PROVISION:

To the maximum extent permitted by law, each party agrees to save and hold harmless, indemnify and defend the other party, its elected officials, officers, agents, employees, contractors, subcontractors, representatives and any other party, and the respective departments of the governmental body, from and against any and all claims, demands, losses, costs, expense or liability including attorney's fees and litigation costs attributable to damage to or destruction of property, including but not limited to personal property, or health, sickness, disease, safety, bodily injury, personal injury or death claims caused by, arising out of, resulting from, or occurring in connection with any Cooperative Project, regardless of the fault, breach of contract, or negligence of the party, its elected officials, officers, agents, employees, contractors, subcontractors, representatives, and any other party.

EXHIBIT "B"

COOPERATIVE PROJECT APPROVAL FORM

- 1) Project Description: _____

- 2) Title: _____

- 3) Funding Budget: _____

- 4) Project Schedule: _____

5) Technical Specifications: _____

Accepted and Approved this the _____ day of _____, 20____.

CITY OF NORTHPORT:

Witness

Title: _____

Date

TUSCALOOSA COUNTY:

Witness

Title: _____

Date



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: August 5, 2024

SUBJECT: Resolution Authorizing an Application to the Alabama Forestry Commission's Urban and Community Forestry Tree Planting Assistance Grant

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

The Alabama Forestry Commission is currently accepting applications for the Urban and Community Forestry Tree Planting Assistance Grant. The Engineering department is requesting authorization to submit an application for the purchase and installation of trees at River Run Park. The maximum grant award is \$100,000. This is a no match grant.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

Not Applicable.

Motion for Consideration:

I move that the City Council authorize an application to the Alabama Forestry Commission's Urban and Forestry Tree Planting Assistance Grant for the purchase and installation of trees at River Run Park.

RESOLUTION NO. 24-

RESOLUTION AUTHORIZING AN APPLICATION TO THE ALABAMA FORESTRY COMMISSION'S URBAN AND COMMUNITY FORESTRY TREE PLANTING ASSISTANCE GRANT

WHEREAS, the Alabama Forestry Commission is currently accepting applications for the Urban and Community Forestry Tree Planting Assistance Grant; and,

WHEREAS, the Engineering department is requesting that the City Council authorize an application for the Urban and Community Forestry Tree Planting Assistance Grant with no required match from the City; and,

WHEREAS, if awarded, the funds will be used for the purchase and installation of trees at River Run Park at Northport Shore.

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

1. That the Engineering department is authorized to submit an application for the Alabama Forestry Commission's Urban and Community Forestry Tree Planting Assistant Grant; and,
2. That, if awarded, this is a no match grant; and,
3. That the City Administrator and any other authorized grant representatives as named by the City Administrator shall be authorized to submit any and all documentation related to the grant.

RESOLVED AND DONE THIS 5TH DAY OF AUGUST 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

BY:

Christy Bobo, Its President

Glenda D. Webb
City Administrator

Reading: August 5, 2024

Motion:

Second:



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

AGENDA ITEM NO. 9.c.1.
MEETING DATE: August 5, 2024
SUBJECT: Minutes, July 15, 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 15, 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 15, 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 15, 2024** at Northport City Hall, located at 3500 McFarland Blvd, Northport, AL, 35476, in the Council Chambers. The invocation was offered by President Bobo. President Bobo also 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 was City Administrator Webb. Mayor Hinton was absent.

PRESENTATIONS

There were no presentations.

APPROVAL OF AGENDA

Motion by Pro Tem Washington, **Second** by Councilman Aiken to approve the agenda for July 15, 2024, **with the deletion of item 9.a.2. the First Reading, Ordinance ordering demolition of an unsafe structure located at 2910 Lurleen B Wallace Boulevard.** **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

Motion by Councilwoman Dykes, **Second** by Pro Tem Washington to adopt **Ordinance 2227 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 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. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

NEW BUSINESS

First Reading offered by Councilwoman Dykes, Ordinance Ordering Demolition of an Unsafe Structure located at 4709 Highway 69 North. 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.

First Reading offered by Councilman Wiggins, Ordinance amending Chapter 28 of the Northport Municipal Code pertaining to Williamson Cemetery Rules and Regulations. 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.

Motion by Councilman Wiggins , **Second** by Pro Tem Washington to adopt **Resolution 24-114 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.** 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. **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 24-115 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.** 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. **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 24-116 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.** 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. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Abstain. **Motion Carried.**

Motion by Councilwoman Dykes, **Second** by Councilman Aiken to adopt **Resolution 24-117 Authorizing the City Administrator to Execute a Contract with Sports Contractors Unlimited, LLC for the River Run Park at Northport Shore - Athletic Fields Package.** 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. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Councilman Aiken to adopt **Resolution 24-118 Authorizing the Mayor to Execute an Easement with the Department of the Army for the William Bacon Oliver Lock and Dam Project.** 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. **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 Wiggins to adopt **Resolution 24-119 Authorizing Water Service Outside of City Limits for Property Located at 13739 Blakely Lane.** 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. **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 24-120 Authorizing the City Administrator to enter into an agreement with The U.S. Department of Veterans Affairs Police. 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 24-121 Authorizing the City Administrator to Execute a Contract with The Appraisal and Consultant Group, Inc. for Main Avenue Revitalization Project Review Appraisal Services.** 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. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Abstain. **Motion Carried.**

CONSENT AGENDA

Motion by Councilwoman Dykes, **Second** by Councilman Wiggins to **approve the Consent Agenda** as printed for the **July 15, 2024, Council Meeting:**

1. Minutes, July 1, 2024, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, Redpoint Audiovisual, 4 Receivers for Hard of Hearing Equipment for Council Chambers, \$6,009.20.
4. Purchase Requisition, Employee Reimbursement, Reginald Eppes, \$144.00 for the National Registry Advanced EMT (AEMT) test.

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 **two** Public Hearing item on the agenda for the **Planning & Inspection 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). Vickie C. Walker, requests annexation. 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.
 - i. President Bobo opened the floor for item 11.c.1.
 - ii. There were no speakers for item 11.c.1.
 - iii. President Bobo closed the floor for item 11.c.1.

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Ordinance 2228 for annexation of approximately 0.59 acres located at 4204 68th Avenue with zoning designation of RS-1 (Single-Family Residential).** **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

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). Chapel Hill Baptist Church, requests annexation. 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.
 - i. President Bobo opened the floor for item 11.c.2.
 - ii. There were no speakers for item 11.c.1.
 - iii. President Bobo closed the floor for item 11.c.2.

Motion by Councilwoman Dykes, **Second** by Pro Tem Washington to adopt **Ordinance 2229 for annexation of approximately 3.84 acres located at 8790 Highway 43 N with zoning designation of O-I (Office Institutional).** **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

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

CITY ADMINISTRATOR’S BUSINESS

No official business to discuss.

DEPARTMENTAL BUSINESS

No official business to discuss.

MAYOR AND COUNCIL MEMBER’S BUSINESS

Mayor Hinton – Absent

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

Pro Tem Washington, District 2 – Thanked City Staff for their hard work obtaining grant funds.

Councilman Wiggins, District 3 – Permanent striping was completed last week on Watermelon Road and all resurfacing work items are completed. The only remaining work to be done is to install permanent traffic signal items at the intersection with Rice Valley Road.

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

Councilman Aiken, District 5 – Announced District 5 Townhall Meeting Wednesday, July 24th from 5:30 p.m. – 6:30 p.m. at Northport Intermediate School.

Motion by Councilman Wiggins, **Second** by Pro Tem 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 5:48 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: August 5, 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 7/11/2024 - 7/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Thompson Engineering Inc	240602415	07/25/2024	Proposal for CE&I Services for ...	29,075.66
Thompson Engineering Inc	240602427	07/25/2024	CE&I Services - Watermelon R...	18,323.21
FirstPoint Collection Resources..	100291	07/18/2024	Gross Payment Fees	155.63
Jessica Gardner	INV0022556	07/11/2024	NPCC Security Deposit Refund...	100.00
Katrina Knox	INV0022557	07/11/2024	NPCC Security Deposit Refund...	100.00
Yardsmith LLC	INV0022574	07/18/2024	Business License Overpayment..	131.63
Brandon Johns	INV0022575	07/18/2024	Business License Overpayment..	81.25
Tommy Odum Sr	INV0022567	07/18/2024	NPCC Security Deposit Refund...	100.00
Charles Watts	INV0022568	07/18/2024	NPCC Security Deposit Refund...	100.00
Destini Hunter	INV0022569	07/18/2024	NPCC Security Deposit Refund...	100.00
Cissy Pearson	INV0022570	07/18/2024	NPCC Security Deposit Refund...	100.00
Duran Homes LLC	INV0022576	07/18/2024	Business License Overpayment..	48.75
Valor Framing LLC	INV0022592	07/28/2024	Business License Overpayment..	130.00
Sain Associates Inc	54158	07/18/2024	Safe Streets for All Safety Acti...	12,208.69
Kerry Brothers	INV0022585	07/18/2024	Lodging Tax Late Filing Refund	50.00
Mashed LLC	INV0022644	07/30/2024	Business License Overpayment..	17.50
Veronica Jones Burgin	INV0022648	07/30/2024	NPCC Security Deposit Refund	100.00
Shelisha Jackson	INV0022649	07/30/2024	NPCC Security Deposit Refund...	100.00
				61,022.32

Department: 13 - Mayor & City Council

Verizon	9969394826	07/30/2024	Acct 942073882-00001	296.96
Tuscaloosa County High School	INV0022633	07/25/2024	Football Booster Club	1,200.00
Department 13 - Mayor & City Council Total:				1,496.96

Department: 15 - Administrative

Redpoint Audio LLC	1014	07/25/2024	audio and visual upgrades to ...	11,413.18
ABC Fire Equipment Inc.	082619	07/25/2024	City Hall - annual fire extingui...	355.56
Stericycle Inc.	8007551977	07/11/2024	Payer # 1000280675	138.54
Riggs Body Shop	22378	07/18/2024	CH #6848 (Glenda) - rear bum...	818.00
Chamber of Commerce of We...	72181	07/30/2024	2024 chamber state of the co...	400.00
Northwest Supply Co. Inc.	972122	07/18/2024	CH - faucet stem for admin sid...	27.91
Comcast Cable	INV0022519	07/11/2024	2001 Park St 8396 90 014 032...	257.90
Midstates Petroleum Company	INV0022558	07/11/2024	Fuel	850.57
Your Real Next Step	00005	07/25/2024	Your Real Next Step Invoice-C...	2,800.00
Comcast Cable	INV0022593	07/25/2024	1425 Main Ave Unit HMOFC 8...	595.85
Express Employment Professi...	30969640	07/18/2024	admin temp kiara thomas	537.14
Amazon Capital Services	1CRY-X9YH-41YP	07/11/2024	Holiday Open House 2024	742.99
Regions Bank	INV0022511	07/11/2024	2021 B Warrants - July 2024	48,505.29
Regions Bank	INV0022514	07/11/2024	2016 GF Series - July 2024	79,212.50
Amazon Capital Services	1FT3-4FFN-DGPW	07/11/2024	Holiday Open House 2024	249.88
Amazon Capital Services	171T-DHKK-K1N7	07/11/2024	2024 Holiday Open House	363.55
Building Specialties Co. Inc.	71233700	07/11/2024	CH - door sweeps for front ent...	90.00
Amazon Capital Services	17RW-TMTG-P9FY	07/11/2024	Holiday Open House 2024	219.88
Award Company of America L...	58423	07/25/2024	Awards for Public Works Appr...	250.95
Amazon Capital Services	11KG-CP94-RD14	07/11/2024	Office Supplies	16.73
Express Employment Professi...	31002554	07/18/2024	admin temp kiara thomas	840.94
Cintas	4198368409	07/11/2024	Payer # 14385499	26.19
Anthony Noland	INV0022564	07/18/2024	Groove & Grub Band 7/18/24	600.00
The Locked Band LLC	INV0022565	07/18/2024	Groove & Grub Band 7/18/24	600.00
Alabama Power Company	INV0022591	07/25/2024	SB23192-17002	9,307.27
Alabama Power Company	INV0022591	07/25/2024	SB23192-17002	1,152.45
Alabama Power Company	INV0022591	07/25/2024	SB23192-17002	1,141.70
Alabama Power Company	INV0022591	07/25/2024	SB23192-17002	380.28
Alabama Power Company	INV0022591	07/25/2024	SB23192-17002	609.95
Burnum-Hahn Exterminators I...	INV0022571	07/18/2024	Monthly Pest Control	79.00

Expense Approval Report

Payment Dates: 7/11/2024 - 7/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
KPS Group Inc	228006-00-19	07/18/2024	BLANKET PO - KPS Group (Co...	3,167.18
Cintas	4198909989	07/18/2024	Payer # 14353428	51.68
Cintas	4198913879	07/25/2024	PAYER # 14385499	26.19
Parts Town LLC	502811462	07/18/2024	City Hall - ice machine thickne...	123.33
Justin Wagner	INV0022578	07/18/2024	Groove & Grub DJ 7/18/24	300.00
West Alabama Regional Comm...	INV0022635	07/25/2024	redistricting assistance	5,000.00
Express Employment Professi...	31022118	07/18/2024	temp admin kiara thomas	650.15
Tuscaloosa Tire & Service Cen...	N288711	07/25/2024	CH #9055 - new tires, balance...	710.19
O'Reilly Auto Parts	1063-101224	07/25/2024	CH #8055 - new battery	181.32
Regions Bank	1692499	07/25/2024	General Obligation Bond 001-...	26,661.75
Award Company of America L...	58576	07/25/2024	Desk Block and Desk Plate for ...	101.95
Lowe's Home Centers Inc.	75815	07/30/2024	City Hall Engineering Dept Hal...	44.32
Verizon	9969394826	07/30/2024	Acct 942073882-00001	154.17
Your Real Next Step	00006	07/30/2024	table chairs setup community ...	150.00
Amazon Capital Services	1RW1-6CNL-KJD3	07/25/2024	Holiday Open House	964.71
USI Insurance Svc LLC Alabama	5146408	07/25/2024	2023 Ford Explorer & 2 Pro-Ta...	80.00
USI Insurance Svc LLC Alabama	5146641	07/25/2024	Additional Contents Limit	25.00
Building Specialties Co. Inc.	71234249	07/25/2024	CH - door sweeps for front ent...	108.00
Spire	INV0022657	07/30/2024	3401 Main Ave C 0420679877	206.56
Northport Sports Complex De...	INV0022642	07/25/2024	Sports Complex Development	35,000.00
Spire	INV0022654	07/30/2024	512 Main Ave 4973862222	8.30
Amazon Capital Services	17GW-CM4V-449J	07/25/2024	minute book sheets	210.10
Express Employment Professi...	31067653	07/30/2024	admin temps Kiara Thomas & ...	965.44
United Way of West Alabama	INV0022636	07/25/2024	united way campaign kickoff l...	300.00
Whitney DuBose	INV0022647	07/30/2024	reimburse for temu event tent...	86.39
Whitney DuBose	INV0022646	07/30/2024	event purchase on temu	181.93
Amazon Capital Services	19MJ-97LG-QNDG	07/30/2024	2024 Holiday Open House- A...	661.26
Amazon Capital Services	1Y96-WFW1-QF1T	07/30/2024	2024 Holiday Open House	313.00
DP Holdings LLC	INV0022666	07/30/2024	Property Lease - August 2024	2,750.00
Cintas	4200363773	07/30/2024	PAYER # 14353428	51.68
Department 15 - Administrative Total:				241,818.80
Department: 16 - Legal				
Maynard Nexsen PC	536086791	07/25/2024	River Run Park	4,526.00
Ron Davis	INV0022600	07/25/2024	Reimbursement for Ron Davis ...	74.76
Verizon	9969394826	07/30/2024	acct	131.41
Local Government Services LLC	1791	07/30/2024	Assistance with Franchise Agr...	5,500.00
Northport Gazette The	INV0022662	07/30/2024	ord 2227 advertise amen code...	107.80
Mary Virginia Buck	INV0022668	07/30/2024	Retainer Services - August 20...	350.00
Department 16 - Legal Total:				10,689.97
Department: 17 - Municipal Court				
Catalis Court & Land Records L...	INV308317202	07/18/2024	Monthly Court Software	5,822.96
A T & T Mobility	287288439796X07062024	07/11/2024	Acct 287288439796	46.97
Midstates Petroleum Company	INV0022558	07/11/2024	Fuel	145.73
Alabama Law Enforcement Ag...	ALEA24002628	07/18/2024	Let's Access April - June 2024	300.00
Alabama Forms & Systems Inc	154820	07/18/2024	CASH BOND/ RESTITUTION CH...	523.45
Janie Lee Mangeri Smith	INV0022586	07/18/2024	Special Prosecutor 6/12 6/14	1,250.00
Alabama Judicial College Educ...	INV0022598	07/25/2024	2024 AMCCMA Annual Confer...	220.00
Alabama Judicial College Educ...	INV0022599	07/25/2024	2024 AMCCMA Annual Confer...	220.00
Staples Business Advantage	6007479961	07/30/2024	SUPPLIES	111.96
Staples Business Advantage	6007479966	07/30/2024	SUPPLIES	116.50
Catalis Court & Land Records L...	INV308321881	07/30/2024	Monthly Court Software - June...	5,822.96
Catalis Court & Land Records L...	INV308321882	07/30/2024	Monthly Court Software - July...	5,822.96
Krebs Law LLC	INV0022670	07/30/2024	Judicial Services - City Prosecu...	3,953.50
Paul W. Patterson II P.C.	INV0022671	07/30/2024	Judicial Services - Municipal J...	5,953.50
Department 17 - Municipal Court Total:				30,310.49
Department: 22 - Information Technology				
A T & T Mobility	287288439796X07062024	07/11/2024	Acct 287288439796	104.19
C Spire Business	0000693209-45	07/18/2024	Acct 0000693209	5,540.00
Spectrum Business	INV0022518	07/11/2024	4900 Mitt Lary rd 8314 10 234...	180.67

Expense Approval Report

Payment Dates: 7/11/2024 - 7/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Comcast Cable	INV0022572	07/18/2024	3500 McFarland Blvd Side 2 8...	56.71
O'Reilly Auto Parts	1063-499991	07/18/2024	IT #1833 - front hub assemblies	176.16
Amazon Capital Services	14VR-K169-T7K6	07/11/2024	USB Hub 7 Port	66.66
Amazon Capital Services	14VR-K169-T7K6	07/11/2024	256GB Flash Drive	134.80
Xerox Corporation	5972813	07/18/2024	Contract Charge 6/29-7/28/24	1,422.48
VC3 INC.	158054	07/18/2024	IT - Monthly Backups	2,240.00
A T & T	2280532902	07/25/2024	831-001-3720 096	542.65
A T & T	3384271909	07/25/2024	831-001-2475 849	746.62
A T & T	3384271909	07/25/2024	831-001-2475 849	1,906.34
A T & T	3513181903	07/25/2024	831-001-2247 676	844.41
Comcast Cable	INV0022583	07/18/2024	3721 26th Ave 8396 90 014 0...	136.89
Comcast Cable	INV0022589	07/18/2024	1781 Harper Rd 8396 90 014 ...	350.17
Spectrum Business	177395401071424	07/28/2024	Acct 177395401	119.99
Comcast Cable	INV0022594	07/25/2024	1101 MLK BLVD 8396 90 014 ...	151.21
J & J Telephone Inc.	593391	07/18/2024	Acct 23929	399.46
Comcast Cable	INV0022595	07/25/2024	3500 McFarland Blvd 8396 90 ...	82.45
Comcast Cable	INV0022645	07/30/2024	3500 McFarland Blvd OFC 839...	583.03
CDW Government LLC	SK02924	07/30/2024	Netgear M4250-26G4XF POE ...	1,583.39
Verizon	9969394826	07/30/2024	acct	80.02
Comcast Cable	INV0022652	07/30/2024	3721 26th Ave OFC 8396 90 0...	338.60
Comcast Cable	INV0022673	07/30/2024	5410 Hwy 69N 8396 90 014 0...	413.36
Comcast Cable	INV0022674	07/30/2024	5410 Hwy 69N 8396 90 014 0...	243.85
Department 22 - Information Technology Total:				18,444.11
Department: 25 - Finance				
LeCroy Richardson P.C.	5005	07/18/2024	FY23 Audit Expenses	390.00
Office Depot	INV0022601	07/25/2024	FIN - Office Chairs	259.98
Verizon	9969394826	07/30/2024	Acct 942073882-00001	235.61
Department 25 - Finance Total:				885.59
Department: 26 - Human Resources				
Alabama Interactive LLC	5158770	07/18/2024	2024 MVR Checks	1,890.00
Phelps Jenkins Gibson & Fowl...	228	07/11/2024	Monthly Retainer Fee May 20...	1,600.00
DCH Occupational Medicine	00021104-00	07/25/2024	New Hire/Post-Accident/Rand...	262.61
Alabama Interactive LLC	5192402	07/18/2024	2024 MVR Checks	430.00
Cobbs Allen & Hall Inc.	63410	07/11/2024	Monthly Fee July 2024	1,250.00
Verizon	9969394826	07/30/2024	Acct 942073882-00001	131.41
Department 26 - Human Resources Total:				5,564.02
Department: 28 - Planning & Inspections				
A T & T Mobility	287288439796X07062024	07/11/2024	Acct 287288439796	46.59
Custom Films	34525	07/11/2024	New Truck Tint	200.00
Northport Gazette The	INV0022516	07/11/2024	July 2024 PZC Public Notice	86.45
Northport Gazette The	INV0022587	07/18/2024	July 2024 Zoning Worksession	28.00
Verizon	9969394826	07/30/2024	acct	222.81
Northport Gazette The	INV0022663	07/30/2024	ord 2228 advertisement annex..	217.70
Northport Gazette The	INV0022664	07/30/2024	ord 2229 advertisement annex..	171.50
Amazon Capital Services	1WQJ-1K9Q-JDTR	07/30/2024	Supplies and Department Wear	45.16
Amazon Capital Services	1WQJ-1K9Q-JDTR	07/30/2024	Supplies and Department Wear	91.45
Department 28 - Planning & Inspections Total:				1,109.66
Department: 32 - Engineering				
Amazon Capital Services	1HK9-6M7K-4LG9	07/18/2024	Printer - Community Center	315.95
Thompson Engineering Inc	240602427	07/25/2024	CE&I Services - Watermelon R...	4,580.80
Thompson Engineering Inc	240602734	07/25/2024	MLK - Amendment to Utility R...	1,571.01
Amazon Capital Services	1V4F-FTWP-HFTY	07/11/2024	Office Supplies - General	81.95
Amazon Capital Services	1XNQ-94V1-KYJY	07/11/2024	Ipad keyboard and iPhone Case	99.98
Thompson Engineering Inc	240602735	07/25/2024	NPDES Permit - MLK Roadway	1,385.00
Tera Tubbs	INV0022555	07/11/2024	Travel Expenses	708.06
Tera Tubbs	INV0022555	07/11/2024	Lodging	1,377.76
Tera Tubbs	INV0022555	07/11/2024	Meals	244.23
Tera Tubbs	INV0022588	07/18/2024	T. Tubbs Reim. - CFM Renewal	80.00
Alabama Power Company	INV0022591	07/25/2024	SB23192-17002	469.15

Expense Approval Report

Payment Dates: 7/11/2024 - 7/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Alabama Power Company	INV0022591	07/25/2024	SB23192-17002	30,165.04
TTL Inc.	2138693	07/25/2024	Fee Proposal - Main Avenue St...	30,492.71
Alabama Power Company	INV0022590	07/18/2024	119 30th Ave 03790-25037	923.67
Duncan Coker P.C.	Proj 24-72 Inv 2	07/18/2024	Shirley Farms Drainage Survey ..	560.00
Verizon	9969394826	07/30/2024	Acct 942073882-00001	404.89
Savannah Nelson	INV0022596	07/25/2024	Montgomery Travel Reim. - S....	39.68
Logo Station	1588	07/30/2024	Planning and Zoning Uniform ...	112.00
Amazon Capital Services	17XQ-RJMH-HKFN	07/30/2024	WS Inspector Supplies	48.89
Amazon Capital Services	1JGH-RLMJ-DH4J	07/30/2024	WS Inspector Various Equipm...	205.80
Amazon Capital Services	19CJ-1DNG-KTJ6	07/30/2024	WS Inspector - New Hire	192.95
Department 32 - Engineering Total:				74,059.52

Department: 33 - Police

Thompson Tractor Co. Inc	PS1987-001	07/18/2024	standby generator rental	3,352.94
Motorola Solutions Inc.	8330276815	07/25/2024	AGENDA 4.15.24 - Radio Main...	1,600.00
Northport Auto Supply Co. Inc.	100850175	07/25/2024	PO 24-2745	193.87
Town & Country Ford LLC	2558279	07/11/2024	PD #4900 - ABS module	237.50
ABC Fire Equipment Inc.	082618	07/30/2024	PD - annual fire extinguisher i...	2,056.46
ABC Fire Equipment Inc.	082621	07/30/2024	PD - annual fire extinguisher i...	257.61
ABC Fire Equipment Inc.	082622	07/30/2024	PD - annual fire extinguisher i...	257.61
Wagner's Team Sports	2880400A	07/25/2024	Teen Academy Tshirts	300.00
Wagner's Team Sports	2880400B	07/25/2024	Teen Academy Extra Shirts	135.00
Amazon Capital Services	1WL3-LQQ4-KGRN	07/25/2024	Camera battery	14.24
Northport Auto Supply Co. Inc.	100860976	07/11/2024	Shop - oil filters for PD vehicles..	7.52
Northport Auto Supply Co. Inc.	100861281	07/11/2024	Shop - oil filters for PD vehicles..	34.00
Northwest Supply Co. Inc.	971911	07/18/2024	PD - plumbing parts to repair ...	3,437.63
Galls LLC	028346930	07/25/2024	Galls - shirts	144.84
Galls LLC	028359273	07/25/2024	Galls - Sanders Shirts	43.00
A T & T Mobility	287288439796X07062024	07/11/2024	Acct 287288439796	3,178.18
Municipal & Commercial Unif...	413912	07/11/2024	AGENDA 11.28.23 - PD Unifor...	117.79
Municipal & Commercial Unif...	413913	07/11/2024	AGENDA 11.28.23 - PD Unifor...	140.85
Municipal & Commercial Unif...	413914	07/11/2024	AGENDA 11.28.23 - PD Unifor...	46.95
Midstates Petroleum Company	INV0022558	07/11/2024	Fuel	14,000.42
Tuscaloosa County Commission	0432	07/25/2024	Inmate Medical Expenses	270.00
USDA/APHIS/Wildlife Services	3005032190	07/25/2024	USDA Invoice 3005032190	1,821.78
Sign Pro of Tuscaloosa LLC	1280	07/11/2024	PD #464 - replace decals on fr...	128.83
Motorola Solutions Inc.	8230463017	07/18/2024	AGENDA 4.15.24 - Radio Main...	18,416.75
Amerigas	3166100301	07/18/2024	PD - propane for Martin Spur ...	635.92
APOSTC Law Enforcement Ac...	LEA-2619	07/25/2024	Academy Tuition - Halbert and...	1,000.00
Building Specialties Co. Inc.	71233699	07/11/2024	PD Compound - repairs to cell...	2,037.00
Northport Auto Supply Co. Inc.	100863436	07/11/2024	PD #442 - coils, spark plugs, fr...	400.35
O'Reilly Auto Parts	1063-100117	07/18/2024	PD #436 - cooling fan assembly	316.74
O'Reilly Auto Parts	1063-100230	07/18/2024	PO 24-3453 Credit rec'd	153.02
O'Reilly Auto Parts	1063-100249	07/18/2024	credit PO 24-3453	-316.74
VC3 INC.	158055	07/25/2024	Desktop Backup Software 7/10..	150.00
APOSTC Law Enforcement Ac...	LEA-2625	07/25/2024	Drew and Halbert Academy Un...	120.00
Northport Auto Supply Co. Inc.	100866586	07/18/2024	ABS module reflash for PD #4...	145.00
Ricks Service Co LLC	240711-CN-JR	07/25/2024	Martin Spur replace thermost...	854.49
I/O Solutions Inc.	C60371A	07/18/2024	Police Promotional Materials	396.00
Alabama Power Company	INV0022591	07/25/2024	SB23192-17002	875.02
Alabama Power Company	INV0022591	07/25/2024	SB23192-17002	9,662.34
Alabama Power Company	INV0022591	07/25/2024	SB23192-17002	1,828.48
Tuscaloosa Tire & Service Cen...	N288644	07/18/2024	PD #4902 - rear tires & alignm...	291.68
Northport Auto Supply Co. Inc.	100866211	07/18/2024	Shop - oil filters for PD vehicles..	37.60
Triple Point Industries	62993	07/18/2024	BLANKET PD monthly contract...	102.60
Fred Robertson Wrecker Servi...	B49021-1	07/18/2024	PD # 460 - tow fee for service	205.00
Burnum-Hahn Exterminators I...	INV0022571	07/18/2024	Monthly Pest Control	179.00
Municipal & Commercial Unif...	414129	07/25/2024	O'Quinn - XL polo	25.50
Municipal & Commercial Unif...	414129	07/25/2024	Raines - 2XL polo	25.50
Municipal & Commercial Unif...	414129	07/25/2024	Madrid - 2XL polo	25.50
Municipal & Commercial Unif...	414129	07/25/2024	Ferguson - M polo	25.50

Expense Approval Report

Payment Dates: 7/11/2024 - 7/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Municipal & Commercial Unif...	414129	07/25/2024	Barnhill - 2XL (tall) polo	25.50
Municipal & Commercial Unif...	414129	07/25/2024	Peterson - 2XL polo	25.50
Municipal & Commercial Unif...	414129	07/25/2024	Talley - 2XL polo	25.50
Municipal & Commercial Unif...	414129	07/25/2024	Burleson - M polo	25.50
Municipal & Commercial Unif...	414129	07/25/2024	Stough - M polo	25.50
Municipal & Commercial Unif...	414129	07/25/2024	Logos for Polos	84.00
Municipal & Commercial Unif...	414129	07/25/2024	Wells - XL polo	25.50
Municipal & Commercial Unif...	414129	07/25/2024	Wood - 3XL polo	25.50
Municipal & Commercial Unif...	414129	07/25/2024	Reinhart - XL polo	25.50
Municipal & Commercial Unif...	414129	07/25/2024	Dobbins - M polo	25.50
Municipal & Commercial Unif...	414129	07/25/2024	Duncan - XL (tall) polo	25.50
Municipal & Commercial Unif...	414130	07/25/2024	Logos for Jackets	84.00
Municipal & Commercial Unif...	414130	07/25/2024	Raines - XL Jacket	44.95
Municipal & Commercial Unif...	414130	07/25/2024	Madrid - 2XL Jacket	44.95
Municipal & Commercial Unif...	414130	07/25/2024	Wells - XL Jacket	44.95
Municipal & Commercial Unif...	414130	07/25/2024	Duncan - XL (Tall) Jacket	44.95
Municipal & Commercial Unif...	414130	07/25/2024	Burleson - M Jacket	44.95
Municipal & Commercial Unif...	414130	07/25/2024	Stough - L Jacket	44.95
Municipal & Commercial Unif...	414130	07/25/2024	Reinhard - XL Jacket	44.95
Municipal & Commercial Unif...	414130	07/25/2024	Peterson - 2XL Jacket	44.95
Municipal & Commercial Unif...	414130	07/25/2024	Barnhill - 4XL (Tall) Jacket	44.95
Municipal & Commercial Unif...	414130	07/25/2024	Sealey - 3XL Jacket	44.95
Municipal & Commercial Unif...	414130	07/25/2024	Ferguson - L Jacket	44.95
Municipal & Commercial Unif...	414130	07/25/2024	Dobbins - M Jacket	44.95
Municipal & Commercial Unif...	414130	07/25/2024	O'Quinn - XL Jacket	44.95
Municipal & Commercial Unif...	414130	07/25/2024	Talley - 2XL Jacket	44.95
Tuscaloosa Chrysler Dodge Je...	CHCS22543	07/25/2024	PD #1539 - update & reprogr...	223.49
Kevin Vargas Brenes	INV0022577	07/18/2024	Chevron	38.14
Kevin Vargas Brenes	INV0022577	07/18/2024	Chevron	34.31
Kevin Vargas Brenes	INV0022577	07/18/2024	McDonalds	8.79
Kevin Vargas Brenes	INV0022577	07/18/2024	Aztecas	22.76
Kevin Vargas Brenes	INV0022577	07/18/2024	Aztecas	19.18
Kevin Vargas Brenes	INV0022577	07/18/2024	McDonalds	8.46
Kevin Vargas Brenes	INV0022577	07/18/2024	Zaxby's	13.14
Northport Auto Supply Co. Inc.	100867688	07/18/2024	PD #422 -Heater Hose	170.23
Comcate Software Inc	8451	07/25/2024	AGENDA 7.1.24 - Comcate Sof...	14,814.00
Northport Auto Supply Co. Inc.	100866187	07/25/2024	PD #435 -Belt and Tensioner	118.36
Northport Auto Supply Co. Inc.	100868812	07/25/2024	PD #422 - ignition coil	40.20
O'Reilly Auto Parts	1063-101234	07/25/2024	PD Unit 455 - front end steeri...	1,174.10
Verizon	9969394826	07/30/2024	acct	200.05
Amazon Capital Services	1LXC-KVGJ-HJNP	07/25/2024	CREDIT PO 24-3168	-1,370.91
Northport Auto Supply Co. Inc.	100866150	07/25/2024	Shop - oil filters for PD vehicles..	54.90
Spire	INV0022656	07/30/2024	3000 Charlie Shirley Rd 21140...	38.85
Wittichen Supply Co. Inc.	S104506935.001	07/30/2024	PD Compound - belts for AHUs..	25.98
Staples Business Advantage	6007479962	07/30/2024	7" zip ties	11.00
Tuscaloosa Chevrolet	CTCS491311	07/30/2024	PD #430 - body control modul...	614.16
Northport Auto Supply Co. Inc.	100868259	07/30/2024	PD #460 - engine repair (lifter ...	1,279.14
Mobile Communications Amer...	686000783-1	07/30/2024	Radios for new Explorers	3,941.43
State of Alabama	INV0022669	07/30/2024	Tower Lease - August 2024	500.00
Department 33 - Police Total:				92,401.33

Department: 35 - Fire

Appliance Parts Inc.	732655	02/01/2024	Dishwasher Rack - St. 2	105.55
Appliance Parts Inc.	732658	02/01/2024	Credit	-105.55
Appliance Parts Inc.	732659	02/01/2024	Fire Dept Credit Rec'd	31.95
Appliance Parts Inc.	732660	02/01/2024	Inv 732659	-31.95
ABC Fire Equipment Inc.	082620	07/25/2024	Fire - annual fire extinguisher ...	126.74
ABC Fire Equipment Inc.	082620	07/25/2024	Fire - annual fire extinguisher ...	92.59
ABC Fire Equipment Inc.	082620	07/25/2024	Fire - annual fire extinguisher ...	39.36
ABC Fire Equipment Inc.	082620	07/25/2024	Fire - annual fire extinguisher ...	121.22
ABC Fire Equipment Inc.	082624	07/25/2024	Fire - annual fire extinguisher ...	121.22

Expense Approval Report

Payment Dates: 7/11/2024 - 7/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
ABC Fire Equipment Inc.	082624	07/25/2024	Fire - annual fire extinguisher ...	88.56
ABC Fire Equipment Inc.	082624	07/25/2024	Fire - annual fire extinguisher ...	37.65
ABC Fire Equipment Inc.	082624	07/25/2024	Fire - annual fire extinguisher ...	115.94
ABC Fire Equipment Inc.	082625	07/25/2024	Fire - annual fire extinguisher ...	92.59
ABC Fire Equipment Inc.	082625	07/25/2024	Fire - annual fire extinguisher ...	67.65
ABC Fire Equipment Inc.	082625	07/25/2024	Fire - annual fire extinguisher ...	28.76
ABC Fire Equipment Inc.	082625	07/25/2024	Fire - annual fire extinguisher ...	88.56
ABC Fire Equipment Inc.	082626	07/25/2024	Fire - annual fire extinguisher ...	39.36
ABC Fire Equipment Inc.	082626	07/25/2024	Fire - annual fire extinguisher ...	28.76
ABC Fire Equipment Inc.	082626	07/25/2024	Fire - annual fire extinguisher ...	12.23
ABC Fire Equipment Inc.	082626	07/25/2024	Fire - annual fire extinguisher ...	37.65
Honeywell Analytics Inc.	5266993868	07/18/2024	Posi-Check Calibration	1,155.00
Ready Mix USA LLC	9450222339	07/25/2024	FS #3 - concrete to repair driv...	2,461.50
Ready Mix USA LLC	9450238515	07/25/2024	FS #3 - concrete to repair driv...	313.90
Northport Auto Supply Co. Inc.	100859676	07/18/2024	FD Rescue 4 - coolant hose	16.46
Ready Mix USA LLC	9450263584	07/25/2024	FS #3 - concrete to repair driv...	432.90
Grainger Inc.	9160373446	07/11/2024	FD Station #3 - exit bay door 2...	248.89
Ready Mix USA LLC	9450289836	07/11/2024	Fire Station #3 - concrete to r...	4,097.70
Northport Auto Supply Co. Inc.	100862100	07/11/2024	Shop - oil filters for FD rescue ...	16.50
DCH Regional Medical Center	INV0022563	07/18/2024	Drug box refill	200.00
DCH Regional Medical Center	INV0022563	07/18/2024	Drug box refill	139.78
A T & T Mobility	287288439796X07062024	07/11/2024	Acct 287288439796	500.12
DCH Occupational Medicine	00021104-00	07/25/2024	New Hire/Post-Accident/Rand...	935.00
Atlas Welding Supply Co. Inc.	617501	07/18/2024	*BLANKET* Refill oxygen, misc...	75.65
Midstates Petroleum Company	INV0022558	07/11/2024	Fuel	3,213.39
Ready Mix USA LLC	945033942	07/25/2024	FS #3 - concrete to repair driv...	2,884.80
One Source Office Products LLC	OE-QT-6614-2	07/11/2024	Station 2	12.80
Grainger Inc.	9170513064	07/30/2024	Fire Station 2 - repair hallway l...	272.13
Northport Auto Supply Co. Inc.	100864220	07/11/2024	FD evinrude boat motor - mot...	57.65
Central Alabama Training Solut..	17047119	07/11/2024	RIT Bag	339.00
Central Alabama Training Solut..	17047120	07/11/2024	*AGENDA* Turn Out Gear	13,250.00
Central Alabama Training Solut..	17047121	07/11/2024	FF Boots - L. Turner	339.00
Fred Robertson Wrecker Servi...	B48838-1	07/11/2024	FD #T-22 (ladder truck) - tow f...	325.00
Grainger Inc.	9173842858	07/30/2024	Fire Station 2 - repair bedroom..	272.13
Reginald Eppes	INV0022603	07/25/2024	*AGENDA* Employee Reimbu...	144.00
Parts Town LLC	2102946526	07/11/2024	Fire Station 1 - heating eleme...	50.90
Walmart	INV0022561	07/18/2024	Picture Frames	7.50
One Source Office Products LLC	OE-QT-6635-1	07/11/2024	Paper towels - St. 2	143.98
Northport Auto Supply Co. Inc.	100865613	07/11/2024	FD #E585 (rescue boat) - batte...	174.28
Northport Auto Supply Co. Inc.	100866381	07/18/2024	FD #T22 -Air Fittings	10.13
TRUCKWORX HOLDING CO INC	1130173401	07/18/2024	FD #T22 -Brake Valve	243.17
McLeod Truck Parts Inc.	1915829	07/18/2024	Air Brake Valve- Engine T22	55.10
Amazon Capital Services	1W9P-3CNN-9MT7	07/11/2024	Kitchen Items - St. 2 Admin Kit...	74.82
Walmart	INV0022560	07/18/2024	Vacuum - St. 2	59.00
Mobile Communications Amer...	651002648-1	07/18/2024	Radio Knobs	36.75
International Association of Fi...	INV0022562	07/18/2024	IAFC Membership Renewal	225.00
Riggs Body Shop	INV0022579	07/18/2024	FD Engine 1 - body repair (rei...	2,884.43
Alabama Power Company	INV0022591	07/25/2024	SB23192-17002	6,140.37
Paint Spot	N0304353	07/18/2024	Paint for poles - St. 2	79.90
Amazon Capital Services	19NR-WCXC-KXFY	07/18/2024	Gym mats and gym cleaning w...	98.46
Amazon Capital Services	1CL6-9VXN-YP16	07/18/2024	Gym Shorts	139.64
Award Company of America L...	58411	07/18/2024	Tshirts for Cody	177.00
Alabama Fire College	8806	07/18/2024	FAO Aerial - Wesley Johnson	350.00
Burnum-Hahn Exterminators I...	INV0022571	07/18/2024	Monthly Pest Control	286.00
Lowe's Home Centers Inc.	76149	07/25/2024	Square Shovels - St. 4	56.96
Walmart	INV0022582	07/18/2024	Screwdriver Set - E4	15.88
Walmart	INV0022602	07/25/2024	D-Batteries	26.91
Walmart	INV0022602	07/25/2024	D-Batteries	26.91
Walmart	INV0022602	07/25/2024	D-Batteries	26.91
Walmart	INV0022602	07/25/2024	D-Batteries	26.91

Expense Approval Report

Payment Dates: 7/11/2024 - 7/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Northport Auto Supply Co. Inc.	100868327	07/25/2024	FD Rescue 3 - batteries	367.08
Amazon Capital Services	1WTW-JHJC-KTXH	07/18/2024	Backsplash for kitchen - St. 4	376.24
Amazon Capital Services	1W7R-QCWJ-4LP1	07/25/2024	CREDIT PO 24-3393	-34.99
Lowe's Home Centers Inc.	76039	07/25/2024	Hose - St. 2	151.96
Lowe's Home Centers Inc.	76154	07/25/2024	Shovels - St. 4	56.96
Amazon Capital Services	1RX1-1CYT-QTY7	07/25/2024	Gym Shorts	279.28
NAFECO	1288973	07/25/2024	Radio Strap	533.40
NAFECO	1288973	07/25/2024	Handheld Radio Holder	501.60
NAFECO	1288973	07/25/2024	Anti-Sway Strap	145.20
Tuscaloosa Tire & Service Cen...	N288760	07/25/2024	Rescue #3 one tire due to wear	340.58
Central Alabama Training Solut..	17047217	07/25/2024	FF Helmets	3,140.00
Walmart	INV0022641	07/25/2024	Spray Bottles	3.72
Walmart	INV0022641	07/25/2024	Spray Bottles	3.72
Walmart	INV0022641	07/25/2024	Spray Bottles	3.72
Walmart	INV0022641	07/25/2024	Spray Bottles	3.72
Spire	INV0022650	07/30/2024	12301 Mitt Lary Rd 78635555...	87.02
Parts Town LLC	2103085857	07/30/2024	Fire Station 3 - parts to repair ...	851.30
Galls LLC	028594224	07/30/2024	Tactical duty pants - D. Carruth	49.71
Galls LLC	028595345	07/30/2024	Tactical duty pants - A. Adamc...	92.43
Amazon Capital Services	1PJL-4RMP-1GHW	07/30/2024	Gym Shorts	69.82
Appliance Parts Inc.	738788	07/30/2024	Fire Station #4 - heater kit for ...	44.65
Northport Auto Supply Co. Inc.	100868133	07/30/2024	FD #5424 (Rescue) - transmiss...	382.12
Alabama Fire College	8843	07/30/2024	Anatomy and Physiology - M. ...	300.00
One Source Office Products LLC	OE-QT-6663-1	07/30/2024	Monthly Station Supplies - St. 2	297.78
One Source Office Products LLC	OE-QT-6663-1	07/30/2024	Monthly Station Supplies - St. 3	295.49
Alabama Fire College	8851	07/30/2024	Fire Officer I - Greg Jackson	265.00
Department 35 - Fire Total:				52,866.56

Department: 37 - Public Works

Lowe's Home Centers Inc.	988910	07/11/2024	PW Maintenance - tools & equ..	2,602.83
Lowe's Home Centers Inc.	988910	07/11/2024	PW Maintenance - tools & equ..	454.32
Encore Rehabilitation Inc.	04/2024-3003-CITY	07/25/2024	New Hire Physicals	225.00
Redpoint Audio LLC	1025	07/25/2024	COUNCIL 9.b.12 (6/3/24) - A/V...	1,950.00
TRUCKWORX HOLDING CO INC	1130170112	07/11/2024	PW Shop stock - DEF fluid	449.50
TRUCKWORX HOLDING CO INC	1130170060	07/11/2024	PW Shop stock - brake parts fo..	1,881.00
Keeling Company	S4512674.001	07/18/2024	COUNCIL 9.c.6 (6/3/24) - Irriga...	5,576.91
Keeling Company	S4512674.002	07/18/2024	COUNCIL 9.c.6 (6/3/24) - Irriga...	941.97
Keeling Company	S4516741.001	07/18/2024	PO 24-3010	-2.45
ST Bunn Construction Co. Inc.	14529	07/11/2024	Construction - Blanket asphalt...	822.71
Lowe's Home Centers Inc.	983204	07/11/2024	PW - blanket PO for emergenc...	2.55
Keeling Company	S4512674.003	07/18/2024	COUNCIL 9.c.6 (6/3/24) - Irriga...	273.73
Keeling Company	S4519193.001	07/18/2024	PO 24-3010	-51.62
ST Bunn Construction Co. Inc.	14538	07/11/2024	Construction - Blanket asphalt...	416.99
TRUCKWORX HOLDING CO INC	1130170770	07/11/2024	PW #2855 - rear brake parts	246.62
Tuskaloosa Lawn Equipment L...	252874	07/11/2024	PW mower #800f - spindle	224.99
Keeling Company	S4512674.004	07/18/2024	COUNCIL 9.c.6 (6/3/24) - Irriga...	598.56
Keeling Company	S4523813.001	07/18/2024	PO 24-3010	-21.50
Tuskaloosa Lawn Equipment L...	253395	07/11/2024	PW mower #800g - spindle	274.99
Lowe's Home Centers Inc.	981053	07/11/2024	Community Events - Blanket ...	48.84
Keeling Company	S4525669.001	07/18/2024	PO 24-3010	-93.03
Northport Gazette The	INV0022597	07/25/2024	PW - newspaper subscription	25.00
Lowe's Home Centers Inc.	90171	07/18/2024	BLANKET - construction suppli...	22.76
Lowe's Home Centers Inc.	990171	07/11/2024	BLANKET - construction suppli...	22.76
Tuscaloosa Tractor	CT252901	07/11/2024	PW #800a - spindle & deck bel...	897.58
Tuskaloosa Lawn Equipment L...	254153	07/30/2024	PW Shop - belts for Wright m...	455.85
NAC Supply Inc	SPY_#14722	07/18/2024	Traffic hand tools - propane h...	1,275.00
Lowe's Home Centers Inc.	60788	07/11/2024	PW Shop supplies - parts room...	1,091.99
Northport Auto Supply Co. Inc.	100861280	07/11/2024	PW #5062 - oil filter (re-stock)	26.64
Samsara Inc	310519553128848	07/18/2024	monthly Fleet tracking service ...	39.10
Spire	INV0022658	07/30/2024	7645 Hwy 69N 0429460782	23.92
Northport Auto Supply Co. Inc.	100862428	07/11/2024	PO 24-3308	134.35

Expense Approval Report

Payment Dates: 7/11/2024 - 7/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Northport Auto Supply Co. Inc.	100862429	07/11/2024	credit PO 24-3308	-134.35
ST Bunn Construction Co. Inc.	14656	07/11/2024	Construction - Blanket asphalt...	249.55
DCH Occupational Medicine	00021104-00	07/25/2024	New Hire/Post-Accident/Rand...	1,137.00
Encore Rehabilitation Inc.	06/2024-3003-CITY	07/25/2024	New Hire Physicals	1,575.00
Waste Connections of Alabam...	1369	07/11/2024	Acct 6085-1018	19,575.00
Atlas Welding Supply Co. Inc.	617502	07/18/2024	BLANKET - 2024 nitrogen cylin...	14.65
Midstates Petroleum Company	INV0022558	07/11/2024	Fuel	17,034.88
Amason & Associates Inc	PW Reno & Addition Inv 7	07/25/2024	Public Works Building Addition..	163,688.99
Black Warrior Solid Waste	20240701-0235-10050	07/11/2024	Acct 34	22,856.96
O'Reilly Auto Parts	1063-499184	07/11/2024	PW Shop stock - aluminum cle...	165.90
Traffic Safety Warehouse	126087A	07/11/2024	Traffic - blue handicap rubber ...	120.85
Lowe's Home Centers Inc.	89171	07/11/2024	Screws to Install Peg Board in ...	39.86
Ready Mix USA LLC	9450340398	07/11/2024	PW Construction - concrete fo...	367.10
Northport Auto Supply Co. Inc.	100864314	07/11/2024	PW bush hog #120 - roll pins	25.68
Northport Auto Supply Co. Inc.	100864405	07/11/2024	? - PW #0141 - brake parts	334.66
Northport Auto Supply Co. Inc.	10864499	07/11/2024	PW #7432 - trailer break away...	58.79
Tuskaloosa Lawn Equipment L...	255829	07/11/2024	ROW supplies - weedeater he...	116.97
Ready Mix USA LLC	9450345848	07/11/2024	PW Construction - concrete fo...	245.60
Alabama Power Company	INV0022517	07/11/2024	1622 McFarland Blvd Traffic/C...	118.24
Tuscaloosa Tire & Service Cen...	N288530	07/11/2024	PW ROW Trailers - tires (stock)	179.80
Ander's Hardware Co. Inc.	N1244851	07/11/2024	PW Shop - replacement hoses...	129.96
Lowe's Home Centers Inc.	97825	07/18/2024	Special Events - tools for work...	844.50
Amazon Capital Services	1XNQ-94V1-DJRD	07/11/2024	PW - gatorade powder mix (st...	10.73
Amazon Capital Services	1XNQ-94V1-DJRD	07/11/2024	PW - gatorade powder mix (st...	21.46
Amazon Capital Services	1XNQ-94V1-DJRD	07/11/2024	PW - gatorade powder mix (st...	24.50
Amazon Capital Services	1XNQ-94V1-DJRD	07/11/2024	PW - gatorade powder mix (st...	16.84
Amazon Capital Services	1XNQ-94V1-DJRD	07/11/2024	PW - gatorade powder mix (st...	32.16
Amazon Capital Services	1XNQ-94V1-DJRD	07/11/2024	PW - gatorade powder mix (st...	7.63
Amazon Capital Services	1XNQ-94V1-DJRD	07/11/2024	PW - gatorade powder mix (st...	16.84
Amazon Capital Services	1XNQ-94V1-DJRD	07/11/2024	PW - gatorade powder mix (st...	4.60
Amazon Capital Services	1XNQ-94V1-DJRD	07/11/2024	PW - gatorade powder mix (st...	18.37
Amazon Capital Services	1YTH-F31H-DD6R	07/11/2024	cell phone accessories for Mat...	77.95
Samsara Inc	310519553156675	07/18/2024	monthly Fleet tracking service ...	1,364.95
Amazon Capital Services	11KG-CP94-GVTQ	07/11/2024	PW rain suits (re-stock)	8.09
Amazon Capital Services	11KG-CP94-GVTQ	07/11/2024	PW rain suits (re-stock)	8.09
Amazon Capital Services	11KG-CP94-GVTQ	07/11/2024	PW rain suits (re-stock)	16.18
Amazon Capital Services	11KG-CP94-GVTQ	07/11/2024	PW rain suits (re-stock)	20.23
Amazon Capital Services	11KG-CP94-GVTQ	07/11/2024	PW rain suits (re-stock)	14.83
Amazon Capital Services	11KG-CP94-GVTQ	07/11/2024	PW rain suits (re-stock)	25.63
Amazon Capital Services	11KG-CP94-GVTQ	07/11/2024	PW rain suits (re-stock)	6.74
Amazon Capital Services	11KG-CP94-GVTQ	07/11/2024	PW rain suits (re-stock)	14.83
Amazon Capital Services	11KG-CP94-GVTQ	07/11/2024	PW rain suits (re-stock)	4.05
Amazon Capital Services	11KG-CP94-GVTQ	07/11/2024	PW rain suits (re-stock)	16.18
Amazon Capital Services	1RVJ-TK73-JD3D	07/11/2024	PW - replacement cell chargin...	8.99
Amazon Capital Services	1WQX-DFXD-JFWN	07/11/2024	PW - Padlocks for employee lo...	33.04
Amazon Capital Services	1XCH-XJ31-J73M	07/11/2024	PW Shop - tools for diagnostic...	1,447.96
Super Sports Sporting Goods L...	6832	07/18/2024	PW Uniforms - Polos for PS Su...	190.00
Northport Auto Supply Co. Inc.	100861875	07/11/2024	PW #3351 - passenger rear do...	235.00
Northport Auto Supply Co. Inc.	100863034	07/18/2024	PW #4269 - evaporator core	78.16
Northport Auto Supply Co. Inc.	100865878	07/18/2024	PW #4270 - evaporator core	78.16
Masterman's LLP	1102802992	07/11/2024	PW Personal Safety Equip - ru...	11.91
Masterman's LLP	1102802992	07/11/2024	PW Personal Safety Equip - ru...	13.90
Masterman's LLP	1102802992	07/11/2024	PW Personal Safety Equip - ru...	23.84
Masterman's LLP	1102802992	07/11/2024	PW Personal Safety Equip - ru...	29.80
Masterman's LLP	1102802992	07/11/2024	PW Personal Safety Equip - ru...	21.85
Masterman's LLP	1102802992	07/11/2024	PW Personal Safety Equip - ru...	35.76
Masterman's LLP	1102802992	07/11/2024	PW Personal Safety Equip - ru...	9.93
Masterman's LLP	1102802992	07/11/2024	PW Personal Safety Equip - ru...	21.85
Masterman's LLP	1102802992	07/11/2024	PW Personal Safety Equip - ru...	5.96
Masterman's LLP	1102802992	07/11/2024	PW Personal Safety Equip - ru...	23.84

Expense Approval Report

Payment Dates: 7/11/2024 - 7/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Northport Power Equipment I...	20228	07/11/2024	PW chainsaw #714 - carburetor	107.99
JLS Sales Inc.	388393	07/11/2024	Construction supplies - 14-inch..	384.00
Cintas	4198343291	07/11/2024	Payer # 14353601	28.90
Lowe's Home Centers Inc.	79808	07/11/2024	BLANKET - construction suppli...	83.52
Lowe's Home Centers Inc.	80013	07/11/2024	BLANKET - construction suppli...	4.54
Lowe's Home Centers Inc.	80528	07/11/2024	BLANKET - construction suppli...	9.37
AllStar Service Pros. LLC	9944	07/11/2024	Public Works Renovation - Da...	12,846.00
One Source Office Products LLC	OE-QT-6642-1	07/11/2024	Janitorial Stock - monthly PD s...	90.51
Amazon Capital Services	1R4Y-PHTW-1NQR	07/11/2024	Beautification Supplies - tree ...	89.99
Ready Mix USA LLC	9450372703	07/25/2024	PW Construction - concrete fo...	848.60
Southland International Trucks..	03CI350775	07/11/2024	PW #6714 - HVAC distribution...	3,029.14
Samsara Inc	310519553172386	07/30/2024	PW - licenses for 2 additional...	118.18
Coblentz Equipment & Parts C...	99888	07/18/2024	PW #5062 - cutter parts	285.28
Warrior Energy	D76853	07/18/2024	Shop stock - DEF fluid	898.31
Matthew Perkins	INV0022581	07/18/2024	Reimbursement - class A CDL I...	66.25
Alabama Power Company	INV0022591	07/25/2024	SB23192-17002	6,410.22
Alabama Power Company	INV0022591	07/25/2024	SB23192-17002	117.80
Alabama Power Company	INV0022591	07/25/2024	SB23192-17002	2,728.34
Northport Power Equipment I...	20239	07/18/2024	FEMA chainsaw #808 - replac...	1,349.00
Lewis Distributors LLC.	2037	07/18/2024	PW Shop Stock - bulbs, fuses, c...	651.16
Cain Steel & Supply. Inc.	535100	07/18/2024	PW new building - steel sign f...	356.00
Lowe's Home Centers Inc.	96030	07/18/2024	BLANKET - construction suppli...	16.85
Lowe's Home Centers Inc.	98037	07/18/2024	Construction - new jack ham...	854.05
Lowe's Home Centers Inc.	98446	07/18/2024	BLANKET - construction suppli...	49.83
Burnum-Hahn Exterminators I...	INV0022573	07/18/2024	Monthly Pest Control	79.00
Ervin's Workwear & Boots	INV-5412	07/18/2024	COUNCIL 9.c.5 (6/3/24) - PW ...	99.99
Northport Auto Supply Co. Inc.	100866215	07/18/2024	PW Shop - red high temp grea...	62.90
Northport Auto Supply Co. Inc.	100866215	07/18/2024	PW Shop - red high temp grea...	62.90
Northport Auto Supply Co. Inc.	100866215	07/18/2024	PW Shop - red high temp grea...	62.90
Northport Auto Supply Co. Inc.	100866215	07/18/2024	PW Shop - red high temp grea...	62.90
Kimball Midwest	102412893	07/30/2024	PW Shop Stock - Wiring	661.17
Kimball Midwest	102413691	07/30/2024	PW Stock - Bolt Bin Restock	240.60
Kimball Midwest	102414250	07/30/2024	PW Stock -Hydraulic Repair Pa...	1,693.40
Jarrold Milligan	24-1096	07/25/2024	Buckhead Drainage Maintena...	1,649.00
Cintas	4198910002	07/18/2024	Payer # 14353601	28.90
Business Supply & Printing	5798	07/25/2024	Uh-oh tags for Garbage & Tra...	702.80
Ready Mix USA LLC	9450401699	07/25/2024	PW Construction - concrete fo...	446.60
O'Reilly Auto Parts	1063-101142	07/25/2024	PW #5418 - tail light assembly	257.54
Amazon Capital Services	1QWH-39XK-M1JD	07/18/2024	Garbage Supplies - nitrile glov...	84.95
Ready Mix USA LLC	9450407956	07/25/2024	PW Construction - concrete fo...	739.60
Ervin's Workwear & Boots	INV-5440	07/18/2024	COUNCIL 9.c.5 (6/3/24) - PW ...	70.00
Northport Auto Supply Co. Inc.	100867875	07/25/2024	PW #1390 - air filter elements	60.50
Northport Auto Supply Co. Inc.	100867876	07/25/2024	PW #5062 - batteries	268.76
Parts Town LLC	2103034488	07/25/2024	Comm Events - part to repair ...	109.66
Tuskaloosa Lawn Equipment L...	257330	07/25/2024	PW weed eater #858_carb and..	88.77
Verizon	9969394826	07/30/2024	acct	262.82
Samsara Inc	310519553191033	07/30/2024	PW #1829 - new GPS tracker li...	85.09
Tuscaloosa Tractor	CT253981	07/25/2024	PW mower #800c - mowing d...	3,208.00
Tuscaloosa Tire & Service Cen...	N288747	07/25/2024	PW #6819 - new tires & balan...	333.58
McFarland Ace Hardware	4745/2	07/25/2024	PW Construction - blanket PO...	23.21
Lowe's Home Centers Inc.	87078	07/25/2024	PW Inventory supplies - pump...	37.98
Lowe's Home Centers Inc.	87078	07/25/2024	PW Inventory supplies - pump...	37.98
Coker Water Authority	INV0022651	07/30/2024	Acct 101617	111.22
Ervin's Workwear & Boots	INV-5473	07/25/2024	COUNCIL 9.c.5 (6/3/24) - PW ...	159.99
Ervin's Workwear & Boots	INV-5476	07/25/2024	PW uniform order - pants for ...	143.96
Tuscaloosa Tire & Service Cen...	N288759	07/25/2024	PW Recycling F-350s - Tire Res...	637.00
Northport Auto Supply Co. Inc.	100867499	07/25/2024	Trash trucks tail light RESTOCK	78.20
Cintas	4199634993	07/25/2024	Payer # 14353601	28.90
A-1 Alabama Key & Locksmith ...	501727	07/25/2024	Maintenance - Blanket to copy..	4.00

Expense Approval Report

Payment Dates: 7/11/2024 - 7/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Lowe's Home Centers Inc.	90589	07/25/2024	BLANKET - construction suppli...	63.10
Spire	INV0022653	07/30/2024	1781 Harper Rd 7173423333	17.28
Amazon Capital Services	1CML-LRTX-11FX	07/25/2024	PW Office Supplies - filing sup...	51.87
A-1 Alabama Key & Locksmith ...	501758	07/25/2024	Maintenance - Blanket to copy..	24.00
Fellowes Inc	697852	07/30/2024	PW Furnishings - Monitor Arms	7,890.85
Ervin's Workwear & Boots	INV-5489	07/25/2024	PW uniform order - pants for R..	287.92
Ingram Equipment Company L...	P07927	07/30/2024	PW #4484 - rotation hydraulic...	2,107.39
Northport Auto Supply Co. Inc.	100868969	07/30/2024	PW #1053 - oil filter (restock)	16.40
Northport Auto Supply Co. Inc.	100869491	07/30/2024	Shop tools - wheel chocks	124.80
Staples Business Advantage	6007479963	07/30/2024	PW office supplies - printer ink..	331.28
Staples Business Advantage	6007479965	07/30/2024	PW office supplies -Copy Pape...	37.79
Ervin's Workwear & Boots	INV-5510	07/30/2024	COUNCIL 9.c.5 (6/3/24) - PW ...	154.99
Ellison's Tree Service	1064a	07/30/2024	Contract Tree Removal - 1530...	1,750.00
Ellison's Tree Service	1064b	07/30/2024	Contract Tree Removal - 3521...	700.00
Super Sports Sporting Goods L...	6854	07/30/2024	PW Uniforms - Polos for PS Su...	178.00
Mobile Communications Amer...	686000801-1	07/30/2024	PW #8289 - flasher replaceme...	290.33
Matthew Hamner	INV0022672	07/30/2024	Reimbursement - class A com...	66.25
Amazon Capital Services	1QPH-DNGV-FPGN	07/30/2024	Shop tools - tread depth gaug...	22.89
Blades Group LLC	18045510	07/30/2024	*HOLD* PW Construction - ro...	1,302.00
Lowe's Home Centers Inc.	76462	07/30/2024	Beautification supplies - blank...	42.90
Verizon	INV0022665	07/30/2024	cell phone replacement fot Sh...	49.99
Cintas	4200363741	07/30/2024	PAYER # 14353601	28.90
Big Bear Engine Company	BSO-23048	07/30/2024	PW #9487 - EMERGENCY APP...	10,815.00
Department 37 - Public Works Total:				324,109.71

Department: 39 - Utilities

Maxco Distributors Inc.	59184	07/18/2024	Oil for Pump Motors at WTP	322.80
Harcros Chemicals	330139320	07/11/2024	Council Approved - Liquid Chlo..	6,180.00
Environmental Resource Assoc..	076831	07/11/2024	DMR Mini Set & Low Level Chl...	1,353.39
Northport Auto Supply Co. Inc.	100855530	07/11/2024	Credit Rec'd	173.86
Northport Auto Supply Co. Inc.	100855543	07/11/2024	Credit Inv 100855530	-173.86
Southern Pipe & Supply	9218811-00A	07/18/2024	Misc Equipment for Distributi...	1,589.30
Southern Pipe & Supply	9218811-00B	07/18/2024	Wedge Splitter, Cables, Tube ...	314.00
City of Tuscaloosa Water & S...	10721419	07/11/2024	Raw Water	38,910.41
DSL Electric Inc.	DSL6202424	07/18/2024	Repair Motor Control Circuits ...	3,595.02
Northport Auto Supply Co. Inc.	100858723	07/11/2024	Credit Rec'd	72.32
Northport Auto Supply Co. Inc.	100860224	07/11/2024	Credit Inv 100858723	-72.32
Northport Auto Supply Co. Inc.	100861831	07/11/2024	Credit Rec'd	145.80
Northport Auto Supply Co. Inc.	100861832	07/11/2024	credit inv 100861831	-145.80
Northport Auto Supply Co. Inc.	100860953	07/11/2024	WWTP Mower Blades	271.56
Morrow Water Technologies L...	3033092	07/11/2024	Council Approved - Water Pu...	10,519.71
Cintas	4197102869	07/11/2024	Payer # 14385521	216.87
Hach	14089896	07/11/2024	Blanket - Misc. Lab Supplies fo...	904.00
Empire Supplies LLC	240222E	07/11/2024	Obstruction Control (5 Gal)	2,306.00
Cassady Company Inc The	Proj 21-143 Inv 4	07/11/2024	Prof. Eng. Services - Misc. Draf...	1,000.00
Cassady Company Inc The	Proj 23-106 Inv 9	07/11/2024	Council Approved - Lead Servi...	10,091.31
DCH Occupational Medicine	00021104-00	07/25/2024	New Hire/Post-Accident/Rand...	117.00
Spectrum Business	0026538063024	07/11/2024	11405 Lary Lake Rd 8314 10 2...	89.99
Alabama 811	0624026	07/11/2024	Blanket - Monthly Locate Fees	389.32
High Cotton	1398	07/11/2024	Billing	6,812.55
Living Water Services	16552	07/18/2024	Council Approved - Lab Testing..	1,202.48
High Cotton	1759	07/18/2024	Add'l Charges for June billing	3,727.43
Midstates Petroleum Company	INV0022558	07/11/2024	Fuel	6,223.99
John Plott Company Inc.	WWTP Solids Handling Improv...	07/11/2024	Council Approved - WWTP Sol...	394,555.99
Spectrum Business	229584701070124	07/11/2024	Acct 229584701	75.66
Krebs Engineering Inc.	Proj 21050.08 Inv 13	07/11/2024	Council Approved - WWTP Slu...	2,933.70
Krebs Engineering Inc.	Proj 23037 Inv 7	07/11/2024	AGENDA (10/2/23) - TO 44 - C...	315.00
Northport Auto Supply Co. Inc.	100860706	07/11/2024	Collections Riding Mower Tires	386.86
Ferguson Enterprises LLC	1542375	07/18/2024	2" Corporation Stop	559.20
Lowe's Home Centers Inc.	91449	07/11/2024	Blanket - Misc. Supplies for W...	85.38
Southern Pipe & Supply	9788319-00	07/11/2024	Quikrete	149.00

Expense Approval Report

Payment Dates: 7/11/2024 - 7/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Krebs Engineering Inc.	Proj 22031.08 Inv 5	07/11/2024	Council Approved - Prof Eng S...	2,333.48
Cintas	4197923421	07/18/2024	Payer # 14385521	184.21
Regions Bank	INV0022509	07/11/2024	2021 A Warrants - July 2024	16,517.00
Regions Bank	INV0022510	07/11/2024	2021 A Warrants - July 2024	146,866.33
Regions Bank	INV0022512	07/11/2024	2016 WS Series - July 2024	23,804.17
Carus LLC	SLS 10115030	07/18/2024	Council Approved - Phosphate...	17,942.60
Tuscaloosa Chrysler Dodge Je...	104124CHR	07/25/2024	Durango #9737 Fuel Door Rep...	69.34
Tuscaloosa Chrysler Dodge Je...	104125CHR	07/25/2024	Durango #9737 Fuel Door Rep...	46.88
LeCroy Richardson P.C.	5005	07/18/2024	FY23 Audit Expenses	97.50
Alabama Dept of Environment...	INV0022515	07/11/2024	Grade IV Water Certification F...	125.00
Denali Water Solutions LLC	INV854776	07/18/2024	Council Approved - Sludge Re...	12,995.14
Xerox Corporation	5972813	07/18/2024	Contract Charge 6/29-7/28/24	133.91
Xerox Corporation	5972813	07/18/2024	Contract Charge 6/29-7/28/24	221.70
Xerox Corporation	5972813	07/18/2024	Contract Charge 6/29-7/28/24	133.91
Southern Ionics Incorporated	697402	07/18/2024	Council Approved - Aluminum...	4,417.90
Southern Pipe & Supply	9788354-00	07/11/2024	3/4" x 3" Full Circle Repair Cl...	281.00
Ellison's Tree Service	1056	07/11/2024	Tree Removal at Northridge PS	1,400.00
Mayer Electric Supply Compa...	33341135	07/25/2024	Blower Fuses for WWTP	240.00
Cintas	4198368516	07/11/2024	PAYER # 14385564	177.91
Cintas	4198368603	07/11/2024	PAYER # 14385434	394.85
Computer Network Inc.	00X5865-IN	07/18/2024	Billing Office Online Backup	330.00
Northport Auto Supply Co. Inc.	100865607	07/11/2024	Locator Truck #0142 Blower ...	96.65
Hach	14102598	07/18/2024	Blanket - Misc. Lab Supplies fo...	881.73
A T & T	3384271909	07/25/2024	831-001-2475 849	1,906.34
Cintas	4198520961	07/18/2024	Payer # 14385521	184.74
Price Civil Services Inc.	Proj FS010002-05 Inv 1	07/18/2024	Council Approved - Visual Serv...	64,004.00
Warrior Energy	D76847	07/25/2024	WWTP Generator Diesel Fuel	1,485.15
Alabama Power Company	INV0022591	07/25/2024	SB23192-17002	89,439.04
Alabama Power Company	INV0022591	07/25/2024	SB23192-17002	117.80
Tuscaloosa Tire & Service Cen...	N288643	07/18/2024	Locator Truck #0142 Tires	659.79
Ferguson Enterprises LLC	1534665	07/18/2024	Council Approved - Fire Hydra...	2,546.32
Ferguson Enterprises LLC	1534665	07/18/2024	Council Approved - Fire Hydra...	2,966.16
Ferguson Enterprises LLC	1534665	07/18/2024	Council Approved - Fire Hydra...	2,728.66
Ferguson Enterprises LLC	1541808	07/18/2024	2 1/2 " x 2" Brass Bushing	26.90
Ferguson Enterprises LLC	1542280	07/18/2024	3/4" x 5/8" x 3/4" Ball Curb CT...	1,100.00
Ferguson Enterprises LLC	1542280	07/18/2024	3/4" x 5/8" x 3/4" Curbstops	1,157.00
Ferguson Enterprises LLC	1543151	07/18/2024	3/4" Backflow Preventors	1,728.00
Lowe's Home Centers Inc.	97961	07/18/2024	Blaster Lubricant	41.72
Verizon	9969138760	07/25/2024	642325112-00001	146.73
Burnum-Hahn Exterminators I...	INV0022566	07/18/2024	Monthly Pest Control	79.00
Burnum-Hahn Exterminators I...	INV0022571	07/18/2024	Monthly Pest Control	98.00
Amazon Capital Services	1KR6-3CJK-7VPL	07/18/2024	TV Mount for WTP	39.99
Amazon Capital Services	1VRG-KHMC-HDRP	07/18/2024	Gatorade	90.23
Amazon Capital Services	1VRG-KHMC-HDRP	07/18/2024	Gatorade	45.15
Amazon Capital Services	1VRG-KHMC-HDRP	07/18/2024	Gatorade	85.26
Pace Analytical LLC	2435620946	07/18/2024	AGENDA (10/2/23) - Testing fo...	1,470.70
TriNova Inc.	3171441	07/18/2024	Calibration on Flow and Headl...	3,842.35
Cintas	4198914091	07/18/2024	Payer # 14385564	193.72
Cintas	4198914326	07/18/2024	PAyer # 14385434	394.85
Southern Pipe & Supply	9835187-00	07/18/2024	Blue Marking Paint	132.00
Master Meter Inc.	273739	07/25/2024	Annual Software Maintenance...	1,925.00
Southern Pipe & Supply	9855776-00	07/25/2024	2" Gate Valves	770.00
Regions Bank	1692499	07/25/2024	General Obligation Bond 001-...	63,579.52
Cintas	4199216384	07/25/2024	Payer # 14385521	184.74
Northwest Supply Co. Inc.	973618	07/30/2024	Spare Auto Flusher Heads	620.16
Verizon	9969394826	07/30/2024	acct	502.88
Spire	INV0022643	07/25/2024	Northwod Garden Dr 872951...	20.60
Comcast Cable	INV0022659	07/30/2024	3521 3rd St S 8396 90 014 02...	463.07
Mission Communications LLC	1090126	07/25/2024	Replacement Parts for Mission...	650.00
Sequel Electrical Supply	S3922757.001	07/25/2024	Lighting Repairs at WWTP	2,346.60

Expense Approval Report

Payment Dates: 7/11/2024 - 7/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Ferguson Enterprises LLC	1541808-1	07/30/2024	2 1/2 " x 2" Brass Bushing	26.90
Ferguson Enterprises LLC	1543151-1	07/30/2024	3/4" Backflow Preventors	216.00
Cintas	4199639197	07/28/2024	Payer # 14385564	131.82
Cintas	4199639480	07/28/2024	payer # 14385434	394.85
The Ground Floor	50814	07/30/2024	1/2 Pallet of Centipede Sod	130.00
Southern Pipe & Supply	9867153-00	07/25/2024	6" Flange O/L Gate Valve	904.17
Spire	INV0022655	07/30/2024	1000 Harpercreek Dr 3698223...	15.62
Lowe's Home Centers Inc.	93085	07/30/2024	Ant, Roach, & Spider Killer	30.24
Southern Pipe & Supply	9766072-00	07/25/2024	Meter Box	1,230.00
Southern Pipe & Supply	9766072-00	07/25/2024	Meter Box Lid	749.70
Northport Gazette The	INV0022660	07/30/2024	Advertisement for Bids	42.35
Northport Gazette The	INV0022661	07/30/2024	Advertisement for Bids	43.40
Tuscaloosa Tire & Service Cen...	N288812	07/30/2024	Meter Truck #5417 Tires	582.63
Northport Auto Supply Co. Inc.	100870622	07/30/2024	UT #0073 - new battery	183.54
Cintas	4199926658	07/30/2024	PAYER # 14385521	183.71
Staples Business Advantage	6007479964	07/30/2024	Misc. Office Supplies	5.92
Staples Business Advantage	6007479964	07/30/2024	Misc. Office Supplies	14.55
Staples Business Advantage	6007479964	07/30/2024	Misc. Office Supplies	14.55
Staples Business Advantage	6007479964	07/30/2024	Misc. Office Supplies	50.10
Staples Business Advantage	6007479967	07/30/2024	Office Supplies for WTP	379.74
Lowe's Home Centers Inc.	95090	07/30/2024	Blanket - Misc. Supplies for W...	24.66
Southern Pipe & Supply	9890550-00	07/30/2024	2" Gate Valve with Square Nut	385.00
Southern Pipe & Supply	9890576-00	07/30/2024	2" x 15" Repair Clamps	192.00
Southern Pipe & Supply	9890624-00	07/30/2024	21" x 33" Meter Box Lid	199.96
Southern Pipe & Supply	9890624-00	07/30/2024	21" x 33" Meter Box w/ Lid	396.00
USA BlueBook	INV00433269	07/30/2024	WWTP Lab Supplies	1,502.72
Pace Analytical LLC	2435622739	07/30/2024	AGENDA (10/2/23) - Testing fo...	1,369.00
Carmeuse Lime & Stone Inc.	95139948	07/30/2024	Council Approved - Hydrated L...	4,324.61
Cintas	4200365034	07/30/2024	PAYER # 14385564	98.08
Cintas	4200365062	07/30/2024	PAYER # 14385434	398.61
Department 39 - Utilities Total:				986,881.73
Department: 40 - Williamson Cemetery				
HudCo Landscape and Irrigati...	000047	07/11/2024	Williamson Cemetery - month...	2,222.22
Alabama Power Company	INV0022591	07/25/2024	SB23192-17002	30.83
Department 40 - Williamson Cemetery Total:				2,253.05
Department: 41 - Outside Agency Funding				
City of Tuscaloosa	263297	07/18/2024	FY24Q3 Metro Animal Shelter ...	425.14
Tuscaloosa County Park & Rec...	INV0022637	07/25/2024	FY24Q1 Funding Payment	59,000.00
Tuscaloosa County Park & Rec...	INV0022638	07/25/2024	FY24Q2 Funding Payment	59,000.00
Tuscaloosa County Park & Rec...	INV0022639	07/25/2024	FY24Q3 Funding Payment	59,000.00
Tuscaloosa County Park & Rec...	INV0022640	07/25/2024	FY24Q4 Funding Payment	59,000.00
Tuscaloosa Metro Animal Shel...	INV0022667	07/30/2024	Animal Control Contract - Aug...	16,828.25
Department 41 - Outside Agency Funding Total:				253,253.39
Department: 43 - Incentives				
North Square Properties LLC	INV0022604	07/25/2024	Economic Incentive Payment	6,579.71
Department 43 - Incentives Total:				6,579.71
Department: 45 - 2019 Additional Sales Tax				
Schoel Engineering Company I...	531369	07/30/2024	Tater Hill Creek Letter of Map...	24,080.00
Paint Spot	N0303959	07/11/2024	UCP Building - paint for remo...	1,613.79
Regions Bank	INV0022513	07/11/2024	2023 GF Series - July 2024	231,450.63
P.O.E. Farm LLC	INV0022580	07/18/2024	Invoice- P.O.E Farm, LLC	39,900.00
TTL Inc.	2139214	07/25/2024	5th Street Improvements	3,703.82
Sain Associates Inc	54158	07/18/2024	Safe Streets for All Safety Acti...	3,059.25
SNAP Sports Tourism Consulti...	INV0022584	07/18/2024	Sports Complex Representati...	500.00
SNAP Sports Tourism Consulti...	INV0022634	07/25/2024	Sports Complex Representati...	962.00
Schoel Engineering Company I...	531971	07/30/2024	Tater Hill Creek Letter of Map...	12,425.00
TTL Inc.	2139285	07/25/2024	Downtown Streetscape Phase ...	19,456.25
Abrams Recycling Salvage & D...	2024-11	07/30/2024	1215 Bridge Avenue - MLK Pro...	8,500.00

Expense Approval Report

Payment Dates: 7/11/2024 - 7/31/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
SNAP Sports Tourism Consulti...	211	07/30/2024	Sports Complex Representati...	1,750.00
Department 45 - 2019 Additional Sales Tax Total:				347,400.74
Grand Total:				2,511,147.66

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	1,518,906.80
22 - MUNICIPAL COURT JUDICAL ADMIN FUND	5,203.50
50 - WATER & SEWER FUND	970,520.36
51 - WATER & SEWER DEVELOPMENT FEES FUND	16,517.00
Grand Total:	2,511,147.66

Account Summary

Account Number	Account Name	Payment Amount
01-10151	Accounts Receivable-Ot...	12,208.69
01-10152	Accounts Receivable-AL...	47,398.87
01-13-105-50245	Development Funds - Dis...	1,200.00
01-13-110-50312	Cell Phones	296.96
01-15-000-50000	Salaries & Wages	2,993.67
01-15-000-50100	Dues	400.00
01-15-000-50105	Office Supplies	226.83
01-15-000-50175	Sundry Expense	791.44
01-15-000-50210	Professional Services	42,950.00
01-15-000-50226	Downtown Parking Lease	2,750.00
01-15-000-50250	Community Events	5,283.59
01-15-000-50312	Cell Phones	154.17
01-15-000-50350	Insurance - General Fund	105.00
01-15-000-50357	Janitorial Contracts - City...	155.74
01-15-000-50359	Fuel & Oil	850.57
01-15-000-50366	Maintenance & Repair - ...	1,709.51
01-15-000-50371	Maintenance - Facilities	355.56
01-15-000-50383	Repair - Facilities	393.56
01-15-000-50501	Utilities - Power	9,307.27
01-15-000-50561	Pest Control	79.00
01-15-000-50570	Northport Community C...	1,410.35
01-15-000-50572	UCP Building	1,141.70
01-15-000-50573	Civitan Park	976.13
01-15-000-50590	Utilities - Other	824.81
01-15-600-70008	Series 2016 Warrants	79,212.50
01-15-600-70009	2019 Series Warrants	26,661.75
01-15-600-70010	Series 2021 B Warrants	48,505.29
01-15-600-80000	Equipment	11,413.18
01-15-600-80001	Infrastructure	3,167.18
01-16-000-50105	Office Supplies	74.76
01-16-000-50112	Advertising	107.80
01-16-000-50247	Outsourced Legal Servic...	10,376.00
01-16-000-50312	Cell Phones	131.41
01-17-000-50104	Printing & Duplication	523.45
01-17-000-50105	Office Supplies	228.46
01-17-000-50127	Software - License & Ma...	17,468.88
01-17-000-50218	A.C.J.I.C. Computer - L.E...	300.00
01-17-000-50312	Cell Phones	46.97
01-17-000-50359	Fuel & Oil	145.73
01-17-000-50373	Judicial Services - Court ...	5,953.50
01-17-000-50400	Training	440.00
01-21007	Security Deposits	800.00
01-22-000-50106	Office Equipment	1,422.48
01-22-000-50108	Equipment - Computers...	201.46
01-22-000-50109	Equipment - Routers & S...	1,583.39
01-22-000-50312	Cell Phones	184.21
01-22-000-50348	Utilities - Internet	12,636.41
01-22-000-50366	Maintenance & Repair	176.16
01-22-000-50376	Service Contracts	2,240.00

Account Summary

Account Number	Account Name	Payment Amount
01-25-000-50107	Office Furniture	259.98
01-25-000-50201	Audit Expense - Internal	390.00
01-25-000-50312	Cell Phones	235.61
01-26-000-50030	Other Personnel Expens...	2,320.00
01-26-000-50210	Professional Services	1,250.00
01-26-000-50267	Personnel Legal Expenses	1,600.00
01-26-000-50312	Cell Phones	131.41
01-26-000-50340	Drug Testing - Random	262.61
01-28-000-50105	Office Supplies	45.16
01-28-000-50106	Office Equipment	200.00
01-28-000-50112	Advertising - Admin	28.00
01-28-000-50283	Uniforms	91.45
01-28-000-50312	Cell Phones	269.40
01-28-116-50112	Advertising - Planning C...	475.65
01-32-000-50100	Dues	80.00
01-32-000-50105	Office Supplies	130.84
01-32-000-50106	Office Equipment	621.73
01-32-000-50212	Professional Services & ...	560.00
01-32-000-50283	Uniforms	304.95
01-32-000-50312	Cell Phones	404.89
01-32-000-50420	Travel	747.74
01-32-000-50421	Lodging	1,377.76
01-32-000-50422	Meals	244.23
01-32-000-50503	Utilities - Power - Traffic ...	469.15
01-32-000-50504	Power - Street Lights	31,088.71
01-32-600-81003	MPO - Watermelon Road	4,580.80
01-32-600-81005	MPO - Main Avenue	30,492.71
01-32-600-81007	MLK Improvements	2,956.01
01-33-000-50010	Hiring & Recruitment Ex...	396.00
01-33-000-50107	Office Furniture	-1,370.91
01-33-000-50108	Equipment - Computers...	875.02
01-33-000-50111	Software - License & Ma...	14,964.00
01-33-000-50241	Detainee Medical Expen...	270.00
01-33-000-50283	Uniforms	1,767.73
01-33-000-50295	Evidence Collection Supp...	11.00
01-33-000-50312	Cell Phones	3,378.23
01-33-000-50335	Crime Night Out	135.00
01-33-000-50355	Communication System -...	500.00
01-33-000-50359	Fuel & Oil	14,072.87
01-33-000-50361	Maintenance - Public Saf...	2,571.68
01-33-000-50363	Maintenance Contracts -...	102.60
01-33-000-50367	Maintenance & Repair - ...	5,508.95
01-33-000-50368	Maintenance & Repair - ...	4,221.67
01-33-000-50382	Repair - Public Safety C...	5,500.61
01-33-000-50398	Community Services	300.00
01-33-000-50402	Training - Departmental	1,000.00
01-33-000-50406	Communication System -...	20,016.75
01-33-000-50422	Meals	72.33
01-33-000-50441	Beaver Control Contract ...	1,821.78
01-33-000-50502	Utilities - Power	9,662.34
01-33-000-50522	Utilities - Natural Gas	38.85
01-33-000-50562	Pest Control	179.00
01-33-000-50563	Utilities - Power - Comm...	1,828.48
01-33-000-50564	Utilities - LP Gas - Comm...	635.92
01-33-600-80000	Equipment	3,941.43
01-35-210-50010	Hiring & Recruitment Ex...	935.00
01-35-210-50100	Dues	225.00
01-35-210-50281	Non-Uniform Clothing	665.74

Account Summary

Account Number	Account Name	Payment Amount
01-35-210-50283	Uniforms	142.14
01-35-210-50297	Turn Out Gear	16,729.00
01-35-210-50312	Cell Phones	500.12
01-35-210-50359	Fuel & Oil	3,213.39
01-35-210-50364	Lawn Care Supplies	151.96
01-35-210-50402	Training - Departmental	1,059.00
01-35-210-50410	Maintenance & Repair - ...	3,517.83
01-35-210-50411	Maintenance & Repair - ...	1,122.74
01-35-210-50412	Maintenance & Repair - ...	36.75
01-35-210-50415	Maintenance & Repair - ...	231.93
01-35-210-50426	SCBA	1,155.00
01-35-210-50500	Utilities - Power	6,140.37
01-35-210-50520	Utilities - Natural Gas	87.02
01-35-210-50560	Pest Control	286.00
01-35-211-50279	Living Quarters Supplies -..	-8.08
01-35-211-50360	Maintenance - Station 1	379.91
01-35-211-50380	Repairs - Station 1	50.90
01-35-211-50434	Janitorial Supplies - Stati...	3.72
01-35-212-50279	Living Quarters Supplies -..	266.69
01-35-212-50360	Maintenance - Station 2	357.46
01-35-212-50380	Repairs - Station 2	544.26
01-35-212-50434	Janitorial Supplies - Stati...	458.28
01-35-213-50279	Living Quarters Supplies -..	26.91
01-35-213-50360	Maintenance - Station 3	118.00
01-35-213-50380	Repairs - Station 3	11,290.99
01-35-213-50434	Janitorial Supplies - Stati...	299.21
01-35-214-50257	Hand Tools & Equipment...	113.92
01-35-214-50279	Living Quarters Supplies -..	403.15
01-35-214-50360	Maintenance - Station 4	363.37
01-35-214-50380	Repairs - Station 4	44.65
01-35-214-50434	Janitorial Supplies - Stati...	3.72
01-35-215-50227	Equipment - Engine 1	339.00
01-35-218-50227	Equipment - Engine 4	15.88
01-35-221-50242	Medical Supplies - Engin...	275.65
01-35-223-50242	Medical Supplies - Rescue	139.78
01-35-228-50319	Radio Equipment	1,180.20
01-37-310-50010	Hiring & Recruitment Ex...	2,937.00
01-37-310-50101	Subscriptions	25.00
01-37-310-50104	Printing & Duplication	702.80
01-37-310-50105	Office Supplies	420.94
01-37-310-50243	Personal Safety Equipm...	20.00
01-37-310-50256	GPS Tracking	1,607.32
01-37-310-50261	Contract Shirts & Pants	915.48
01-37-310-50265	Boots and Hats	484.97
01-37-310-50307	Tree Trimming Services	2,450.00
01-37-310-50312	Cell Phones	399.75
01-37-310-50337	Cleaning/Janitorial Suppl...	90.51
01-37-310-50359	Fuel & Oil	18,382.69
01-37-310-50400	Training	132.50
01-37-310-50451	Solid Waste Authority C...	22,968.18
01-37-310-50458	Landfill - Advanced Disp...	19,575.00
01-37-310-50473	Inventory Supplies	1,202.87
01-37-310-50500	Utilities - Power	6,528.02
01-37-310-50503	Power - Traffic Signals	2,846.58
01-37-310-50520	Utilities - Natural Gas	41.20
01-37-310-50560	Pest Control	79.00
01-37-311-50227	Equipment - Beautificati...	1,349.00
01-37-311-50234	Supplies - Beautification	132.89

Account Summary

Account Number	Account Name	Payment Amount
01-37-311-50238	Personal Safety Supplies ...	32.72
01-37-311-50387	Supplies - Community Ev...	1,003.00
01-37-312-50227	Equipment - Construction	854.05
01-37-312-50234	Supplies - Construction	6,118.69
01-37-312-50238	Personal Safety Supplies ...	61.48
01-37-313-50238	Personal Safety Supplies ...	159.48
01-37-314-50221	Hand Tools - Maintenanc...	2,602.83
01-37-314-50227	Equipment - Maintenanc...	454.32
01-37-314-50234	Supplies - Maintenance	2.55
01-37-314-50238	Personal Safety Supplies ...	53.52
01-37-315-50234	Supplies - Rights of Way	116.97
01-37-315-50238	Personal Safety Supplies ...	93.55
01-37-316-50221	Hand Tools - Shop	1,763.59
01-37-316-50234	Supplies - Shop	3,426.88
01-37-316-50238	Personal Safety Supplies ...	24.30
01-37-317-50238	Personal Safety Supplies ...	53.52
01-37-318-50360	Maintenance - Public W...	28.00
01-37-320-50360	Maintenance - Garbage ...	62.90
01-37-321-50360	Maintenance - Heavy Eq...	89.54
01-37-321-50380	Repairs - Heavy Equipm...	579.72
01-37-322-50360	Maintenance - Heavy Tr...	62.90
01-37-322-50380	Repairs - Heavy Trucks	1,881.00
01-37-323-50360	Maintenance - Trash Tru...	79.30
01-37-323-50380	Repairs - Trash Trucks	16,029.73
01-37-324-50360	Maintenance - Vehicles	333.58
01-37-324-50380	Repairs - Light Duty Vehi...	939.19
01-37-325-50380	Repairs - Trailers & Servi...	238.59
01-37-326-50360	Maintenance - Mowers ...	455.85
01-37-326-50380	Repairs - Mowers & Light..	4,802.32
01-37-327-50360	Maintenance - Buckhead...	1,649.00
01-37-328-50221	Hand Tools - Traffic	1,275.00
01-37-328-50234	Supplies - Traffic	120.85
01-37-328-50238	Personal Safety Supplies ...	14.61
01-37-331-50238	Personal Safety Supplies...	58.39
01-37-331-50360	Maintenance - Recycling...	1,095.06
01-37-331-50380	Repairs - Recycling Trucks	246.62
01-37-600-80006	Public Works Building R...	193,954.41
01-40000	Business License	409.13
01-40-000-50360	Maintenance - Williams...	2,222.22
01-40-000-50500	Utilities - Power - Willia...	30.83
01-40008	Lodging Taxes	50.00
01-41-000-50803	Metro Animal Shelter	17,253.39
01-41-000-50810	Tuscaloosa County PARA	236,000.00
01-43-000-60902	North Square Property	6,579.71
01-45-000-54002	Sports Complex	3,212.00
01-45-000-54007	Series 2023 Warrants	231,450.63
01-45-000-54101	Demolition/Blight Remo...	8,500.00
01-45-000-54306	5th Street Improvements	3,703.82
01-45-000-54308	Tater Hill Creek Drainage	36,505.00
01-45-000-54400	Economic & Community ...	3,059.25
01-45-000-54404	Hasson Ctr	39,900.00
01-45-000-54405	UCP Building	1,613.79
01-45-600-54201	Downtown Streetscape	19,456.25
22-17-000-50373	Judicial Services	5,203.50
50-39-510-50010	Hiring & Recruitment Ex...	117.00
50-39-510-50105	Office Supplies	35.02
50-39-510-50106	Office Equipment	133.91
50-39-510-50111	Software - License & Ma...	1,925.00

Account Summary

Account Number	Account Name	Payment Amount
50-39-510-50112	Advertising	85.75
50-39-510-50128	Computer Software Mai...	330.00
50-39-510-50175	Sundry Expense	50.10
50-39-510-50261	Contract Shirts and Pants	3,138.96
50-39-510-50305	Contract Services	389.32
50-39-510-50312	Cell Phones	649.61
50-39-510-50359	Fuel & Oil	7,709.14
50-39-510-50385	Raw Water Purchases	38,910.41
50-39-510-50392	Maintenance - Vehicles	183.54
50-39-510-50396	Repairs - Vehicles	1,455.29
50-39-510-50403	Training - Technical	125.00
50-39-510-50461	Repairs - Light Duty Equi...	386.86
50-39-510-50500	Utilities - Power	89,556.84
50-39-510-50520	Utilities - Natural Gas	36.22
50-39-510-50550	Pest Control	177.00
50-39-510-50590	Utilities - Other	2,535.06
50-39-511-50106	Office Equipment	221.70
50-39-511-50201	Audit Expense	97.50
50-39-511-50470	Billing Services	10,539.98
50-39-512-50105	Office Supplies	379.74
50-39-512-50106	Office Equipment	173.90
50-39-512-50300	Chemicals	32,865.11
50-39-512-50313	Laboratory Supplies	1,785.73
50-39-512-50336	Repairs	4,602.39
50-39-512-50360	Maintenance	322.80
50-39-512-50454	Testing & Professional S...	4,042.18
50-39-512-50473	Inventory Supplies	620.16
50-39-513-50214	Professional Engineering...	315.00
50-39-513-50309	Hand Tools and Equipm...	271.56
50-39-513-50313	Laboratory Supplies	1,502.72
50-39-513-50323	Sludge Disposal	12,995.14
50-39-513-50336	Repairs	14,114.73
50-39-513-50360	Maintenance	2,586.60
50-39-513-50454	Testing & Professional S...	1,353.39
50-39-514-50214	Professional Engineering...	1,000.00
50-39-514-50238	Safety Supplies	90.23
50-39-514-50431	Construction & Repair S...	17,702.80
50-39-514-50473	Inventory Supplies	2,846.43
50-39-515-50238	Safety Supplies	130.41
50-39-515-50457	System & Infrastructure...	1,400.00
50-39-515-50473	Inventory Supplies	2,306.00
50-39-600-70008	Series 2016 Warrants	23,804.17
50-39-600-70009	2019 Series Warrants	63,579.52
50-39-600-70010	Series 2021 A Warrants	146,866.33
50-39-600-81408	Lead Service Line Invent...	74,095.31
50-39-600-81601	ARPA WWTP - Sludge Pr...	397,489.69
50-39-600-81602	ARPA WTP Hypochroite/...	2,333.48
50-40114	Bad Debt Collections	155.63
51-39-600-70010	Series 2021 A Warrants	16,517.00
Grand Total:		2,511,147.66

Project Account Summary

Project Account Key	Payment Amount
None	2,511,147.66
Grand Total:	2,511,147.66



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: August 5, 2024

SUBJECT: Purchase Requisition, Replacement Fencing at Pump Stations, Straitline Fence, LLC., \$15,550.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Straitline Fence, LLC., in the amount of \$15,555.00, is for replacing the fencing at 2 of the pump stations. This includes the Northridge pump station located at 935 56th St E, and the Harper Creek pump station located at 1700 44th Ave. The current fencing at these locations is in disrepair. The purchase price includes installation of the fences at both pump stations.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-515-60049 Amount: \$15,555.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$15,555.00 to Straitline Fence, LLC.

STRAITLINE FENCE, LLC

PO Box 899
Northport, AL 35476

205-764-5593 Ph
205-333-8425 FX

Commercial Bid

Project: Northport Utilities
Estimator: Joe Miles
Date: 7.17.24

Scope of Work

Straitline proposes to:

Harper Creek: Remove and dispose of existing wood fencing and gates

Furnish and install approx. 100' of new 6' tall black vinyl chain link fencing with black bottom locking privacy slats, to include (1) 12' double swing gate

Price: \$7,466.00

~~**Highway 69:** Remove and dispose of existing wood fencing and gates~~

~~Furnish and install approx. 178' of new black vinyl chain link fencing with black bottom locking privacy slats, to include (1) 16' double swing gate~~

~~**6' tall Price: \$13,290.00**~~

~~**8' tall Price: \$17,266.00**~~

Exclusions: Clearing, Grading, Grounding, Layout

Straitline Fence guarantees the above fence to be free from defects in materials and workmanship for one year. Excludes wood material.

This proposal excludes clearing of fence lines, location of property lines, surveys, etc. Alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above original estimate.

Straitline Fence, LLC will have underground public utilities located through AL811 and marked but assumes no responsibility for unmarked sprinkler lines, fill lines or any other unmarked buried lines or objects.

Any mathematical or clerical errors discovered by the administrator of this document give either party the right to rescind or renegotiate this agreement prior to the start of work. Photocopies of this executed document are valid and binding.

Terms: Payment is due upon completion of work. All materials will remain the property of Straitline Fence, LLC until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt including attorney fees. Straitline Fence, LLC reserves the right to submit monthly invoices for labor and materials as work progresses.

*** If not signed and returned proposal is void 10 days from the above date.**

*** If paying by credit card there will be a 5% processing fee.**

Signature: _____
(Customer)

Date: _____

Billing Address: _____

STRAITLINE FENCE, LLC

PO Box 899
Northport, AL 35476

205-764-5593 Ph
205-333-8425 FX

Revised Commercial Bid

Project: Northport Utilities
Estimator: Joe Miles
Date: 6.25.24

Scope of Work

Straitline proposes to:

Remove and dispose of approx. 108' of existing wood fencing and gates

Furnish and install approx. 108' of new black vinyl coated chain link fencing with barbed wire and black privacy slats, to include (1) 12' manually operated double swing gate

6' without Barbed Wire: \$8,089.00

6' + Barbed Wire Price: \$8,924.00

8' + Barbed Wire Price: \$10,436.00

Exclusions: Clearing, Grading, Grounding and Layout

Straitline Fence guarantees the above fence to be free from defects in materials and workmanship for one year. Excludes wood material.

This proposal excludes clearing of fence lines, location of property lines, surveys, etc. Alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above original estimate.

Straitline Fence, LLC will have underground public utilities located through AL811 and marked but assumes no responsibility for unmarked sprinkler lines, fill lines or any other unmarked buried lines or objects.

Any mathematical or clerical errors discovered by the administrator of this document give either party the right to rescind or renegotiate this agreement prior to the start of work. Photocopies of this executed document are valid and binding.

Terms: Payment is due upon completion of work. All materials will remain the property of Straitline Fence, LLC until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt including attorney fees. Straitline Fence, LLC reserves the right to submit monthly invoices for labor and materials as work progresses.

* If not signed and returned proposal is void 10 days from the above date.

* If paying by credit card there will be a 5% processing fee.

Signature: _____
(Customer)

Date: _____

Billing Address: _____



Tusco, Inc.
13645 Highway 11 N.
Cottondale, AL 35453

Phone: (205) 553-8616
Fax: (205) 553-4082
www.tuscoinc.com

Company: City of Northport
Attention: Cindy Davis
Phone: (205) 342-3636
Email: cdavis@cityofnorthport.org
Date: 7/12/24

Project: Lift Station Fencing
Location: Northport, AL
Estimator: Rick Dye
Phone: (205) 722-9161
Email: rdye@tuscoinc.com

Tusco, Inc. proposes to furnish and install:

104' of 6' tall black vinyl chain link fencing with one 12' wide double swing gate and privacy slats.....\$8,591.00

Option: Removal and disposal of 104' of existing wood privacy fence.....\$2,348.00

Total for both.....\$10,939.00

Exclusions: Clearing, Grading, Grounding, Layout, Bonds, Permits

Please visit www.tuscoinc.com for an overview of our qualifications as a Fencing & Perimeter Security Contractor.

Tusco, Inc. agrees to guarantee the above product to be free from defects in materials and workmanship for one year. Our workers are fully covered by Workmen's Compensation Insurance.

Tusco, Inc. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does Tusco, Inc. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located, it is recommended that the customer have the property surveyed.

Tusco, Inc. will assume the responsibility for having underground public utilities located and marked. However, Tusco, Inc. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects.

Any mathematical or clerical errors discovered by the administrator of this document give either party the right to rescind or renegotiate this agreement prior to the start of work. Photocopies of this executed document are valid and binding.

Terms: Payment is due upon completion of work. A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 30 days after completion of any work that is invoiced. All materials will remain the property of Tusco, Inc. until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt. Tusco, Inc. reserves the right to submit monthly partial invoices for labor and materials as work progresses. Tusco, Inc. will accept VISA as a form of payment. However a 3% transaction fee will be assessed at the time of purchase.

*** This proposal is valid for 30 days from the above date.**

Acceptance of proposal- The above prices, specifications and conditions are acceptable. Tusco, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____
(Customer)

Date of Acceptance: _____

(A/P)Billing Address: _____

A/P Contact: _____

A/P Phone #: _____



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: August 5, 2024

SUBJECT: Purchase Requisition, Alabama League of Municipalities, Membership Dues, \$10,851.00.

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Glenda Webb

Summary:

Alabama League Municipalities Membership Dues September 1, 2024 - August 31, 2025.

Recommendation:

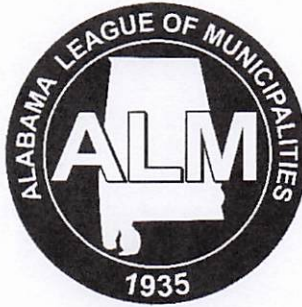
Approve

Funding Source/GL Code:

GL Code No. 01-15-000-50100 Amount: \$10,851.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$10,851.00 to Alabama League of Municipalities.



Statement
Alabama League of Municipalities
P.O. Box 1270
Montgomery, Alabama 36102

July 15, 2024

City/Town of Northport
PO Box 569
Northport, AL 35476

Alabama League Membership Dues September 1 – August 31, 2025

\$ 10,851.00

National League of Cities Membership Dues
September 1 – August 31, 2025 (**OPTIONAL**)

\$ 3,722.00

Total \$14,573.00

Note all dues are calculated based on population size as of the 2020 Census

The Alabama League of Municipalities is giving its members the opportunity to pay their National League of Cities dues when they renew their membership with the League. If you would like to pay dues for both organizations, please send a check for 14,573.00. If you would only like to renew your membership with the League, please send a check for 10,851.00.

If you wish to continue to pay your NLC dues directly to NLC, please do so.

Payment is only accepted by check, payable to the

Alabama League of Municipalities

Attn: Rachel Wagner-Dues

P.O. Box 1270

Montgomery, Alabama 36102

Please note: Credit card payments cannot be accepted



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: August 5, 2024

SUBJECT: Purchase Requisition, Repairs to Engine 3, \$6,023.67

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 parts needed to repair Engine 3. The total cost of parts is \$6,023.67 from Southland Transportation Group.

Recommendation:

Approve this PO Request for parts for Engine 3

Funding Source/GL Code:

GL Code No. 01-35-210-50410 Amount: \$6,023.67

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6023.67.

Southland International Trucks Inc.



SOUTHLAND TRANSPORTATION GROUP

3540 Skyland Blvd. East
Tuscaloosa, AL 35405
(205) 556-4343



PARTS QUOTE

Quote: 351042

Date / Time: 7/17/2024 4:10:08PM

Customer: 50831

Branch: Tuscaloosa

Quote Total: \$6,023.67

Page 1 of 2

Bill To: CITY OF NORTHPORT
ACCOUNTS PAYABLE
P O BOX 569
NORTHPORT, AL 35476

Ship To: CITY OF NORTHPORT
3500 McFARLAND BLVD
NORTHPORT, AL 35476
Office Phone: 205-339-7000
Email: khoman@cityofnorthport.org

Office: 205-339-7000 Email: khoman@cityofnorthport.org

Customer P/O: 73448241

Inside Slsm: JSONNELAND

Delivery Method: Customer Pickup

Parts Accounting: Government

Supplier	Part / Misc	Description / Ref Number	U/M	Quantity	Price	Extended Price
CU	6379232RX	KIT,TURBOCHARGER ACTUATOR	EA	1	1,315.66	1,315.66
CU	6379232RX-C	KIT,TURBOCHARGER ACTUATOR-Core	EA	1	296.88	296.88
ALL CORES MUST BE RETURNED IN ORIGINAL BOX						
CU	6379232RX-C	KIT,TURBOCHARGER ACTUATOR-Core	EA	-1	296.88	-296.88
ALL CORES MUST BE RETURNED IN ORIGINAL BOX						
CU	5458507RX	KIT,TURBOCHARGER	EA	1	4,332.03	4,332.03
CU	5458507RX-C	KIT,TURBOCHARGER-Core	EA	1	1,039.06	1,039.06
ALL CORES MUST BE RETURNED IN ORIGINAL BOX						
CU	5458507RX-C	KIT,TURBOCHARGER-Core	EA	-1	1,039.06	-1,039.06
ALL CORES MUST BE RETURNED IN ORIGINAL BOX						
	FREIGHT NT	FREIGHT NT		1	375.98	375.98

Customer Tax ID:

GOVERNMENT

Total Parts:	\$5,647.69
Total Core Charges:	\$1,335.94
Total Core Returns:	\$(1,335.94)
Total Miscellaneous:	\$375.98
Quote Subtotal:	\$6,023.67
Total Tax:	\$0.00
Quote Total:	\$6,023.67

**** See Last Page for Invoice Total ****



SOUTHLAND
TRANSPORTATION GROUP

3540 Skyland Blvd. East
Tuscaloosa, AL 35405
(205) 556-4343

**PARTS QUOTE**

Quote: 351042

Date / Time: 7/17/2024 4:10:08PM

Customer: 50831

Branch: Tuscaloosa

Quote Total: \$6,023.67

Page 2 of 2

Bill To: CITY OF NORTHPORT
ACCOUNTS PAYABLE
P O BOX 569
NORTHPORT, AL 35476

Ship To: CITY OF NORTHPORT
3500 McFARLAND BLVD
NORTHPORT, AL 35476
Office Phone: 205-339-7000
Email: khoman@cityofnorthport.org

Office: 205-339-7000 Email: khoman@cityofnorthport.org

Customer P/O: 73448241

Inside Slsm: JSONNELAND

Delivery Method: Customer Pickup

Parts Accounting: Government

Supplier	Part / Misc	Description / Ref Number	U/M	Quantity	Price	Extended Price
----------	-------------	--------------------------	-----	----------	-------	----------------

*****DPF CLEANING IS NOW AVAILABLE AT ALL LOCATIONS*****

Warranty disclaimer: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty or merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with sale of said products. I have read and understand disclaimer of warranty. I hereby authorize the repair work to be done along with necessary materials. You and your employees may operate vehicles for purposes of testing, inspection or delivery at my risk. You are not responsible for loss or damage to the motor vehicle or its contents due to collision not due to your negligence, or due to fire, theft or other casualty regardless of whether or not such fire, theft or other casualty is due to your negligence; and you and your agents are hereby released from any and all claims for such loss and damage.

All charge invoices are due and payable by the 10th of month following purchase.

Past due accounts are subject to a delinquency charge at 1 1/2% per month which is an Annual Percentage Rate of 18%.

Payment of delinquency charge is not an alternative to payment in full. I hereby agree to pay collection costs and reasonable attorney's fees if I fail to pay within terms. All returns must be accompanied by this invoice. 25% handling charge for parts returned after 10 days. No returns will be made after 30 days. Absolutely no returns on electrical parts or special order parts. All salvage cores must be returned within 15 days or no credit will be issued.

The undersigned herein waives all rights of real and personal property available under the Laws of the United States and the State of Alabama.

Signature: _____ Date: _____

Printed Name: _____



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: August 5, 2024

SUBJECT: Purchase Requisition, West Alabama Regional Commission, Redistricting Assistance \$5,000.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Malorie Mixon

Approved By: Glenda Webb

Summary:

West Alabama Regional Commission is assisting the City of Northport with redistricting.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-15-000-50210 Amount: \$5,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,000.00 to West Alabama Regional Commission.

INVOICE

West Alabama Regional Commission
4200 Highway 69 N, Suite 1
P.O. Box 509
Northport, AL 35476-0509

City of Northport
3500 McFarland Boulevard
Northport, AL 35476

Date: July 16, 2024

<i>Description</i>
<i>City of Northport Redistricting Assistance</i>
Amount Due: \$5,000.00 Payment Due Upon Receipt
WARC Federal Tax I.D. #: 63-0519483

7/17/24
- Approved
GPA
01-15-000-50210

Please return one copy of invoice with payment

West Alabama Regional Commission
4200 Highway 69 North
P.O. Box 509
Northport, AL 35476-0509
Telephone (205) 333-2990
Fax (205) 333-2713



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: August 5, 2024

**SUBJECT: Purchase Requisition, Utilities Employee Boots, Ervin's Workwear & Boots,
\$7,068.60**

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Ervin's Workwear & Boots, in the amount of \$7,068.60, is for boots for the Utilities Department employees.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-510-50265 Amount: \$7,068.60

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$7,068.60 to Ervin's Workwear & Boots.



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: August 5, 2024

SUBJECT: Purchase Requisition, New Engine for Knuckle Boom #9487, Big Bear Engine Company, \$14,000.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department owns 6 knuckle boom trucks (also known as grapple loaders) to collect trash on various routes four days a week. Having all the trucks operational is critical to the Department being able to provide this essential service to the citizens of Northport in the most effective way possible. The engine on #9487, a 2010 International Knuckle Boom Truck, needs to be replaced. Its lifter shattered, causing damage to the camshaft, which resulted in metal shavings being introduced to the engine's entire system. The cost to repair and clean the engine out is at least as much as replacing it with a used engine and does not guarantee that all the metal shavings will be removed. Therefore, we are respectfully requesting your approval to purchase a used engine from Big Bear Engine Company in Colorado for \$14,000.00, which includes shipping.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-323-50380 Amount: \$14,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$14,000.00 to Big Bear Engine Company.



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

AGENDA ITEM NO. 11.b.1.

MEETING DATE: August 5, 2024

SUBJECT: Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1518 10th Street - Parcel No. 63-31-05-15-2-021-008.000

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Please find attached, a proposed resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1518 10th Street. The nuisance was abated at the City's effort and expense, and the property owner has failed to reimburse the City after multiple notices of the nuisance and abatement.

Recommendation:

Adopt the attached resolution.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt the resolution fixing the cost of nuisance weed abatement and authorize the filing of a lien for property located at 1518 10th Street.

RESOLUTION NO. 24-

**RESOLUTION FIXING THE COST OF NUISANCE WEED ABATEMENT AND AUTHORIZING THE
FILING OF A LIEN FOR PROPERTY LOCATED AT 1518 10TH STREET**

WHEREAS, the person last assessed for the property taxes at property located at 1518 10th Street, Northport, Alabama, is Pearline Stallworth and Willie C. Stallworth as recorded in Deed Book 2004, Page 5925, more particularly described as:

East One-Half (E ½) of Lot No. 47 of Cook's Survey for H.A. Snow & Company, a map or plat which is recorded in plat book 5, at page 145 in the Probate Office of Tuscaloosa County, Alabama and referenced to which is hereby made in aid of and as a part of this description.

Also known as Parcel ID No. 63-31-05-15-2-021-008.000

WHEREAS, nuisance weeds on the property have been abated by the effort and expense of the City of Northport pursuant to Chapter 42, Article VII. (Weed Control) of the Northport City Code of Ordinances and Section 11-67-80, Code of Alabama (1975), as amended; and,

WHEREAS, the cost of said abatement is \$235.23 and the cost of all legal advertising related thereto is \$51.10; and

WHEREAS, the cost of abatement and legal advertising shall, upon confirmation by the City Council, constitute a weed lien against the various parcels of land from which the nuisance was abated, pursuant to Section 11-67-66, Code of Alabama (1975), as amended.

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

1. That the cost of the abatement of nuisance weeds and legal advertising for the property located at 1518 10th Street, Northport, Alabama, as recorded in Deed Book 2004, Page 5925, is hereby fixed at \$286.33.
2. That the amount shall hereinafter be referred to as a "weed lien," and shall be turned over to the county tax collector for collection.
3. That the Northport City Council will hold a public hearing on the 5th day of August 2024 at 5:30 p.m. in the Council Chambers at the Northport City Hall for the property listed herein.
4. This resolution shall become effective immediately upon its passage or otherwise becoming law.

RESOLVED AND DONE THIS 5th DAY OF AUGUST, 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: August 5, 2024
Motion By:
Second By:



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

AGENDA ITEM NO. 11.c.1.

MEETING DATE: August 5, 2024

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

Unfinished Business: X

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 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:

Motion to approve this ordinance ordering demolition of an unsafe structure located at 4709 Highway 69 N.

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

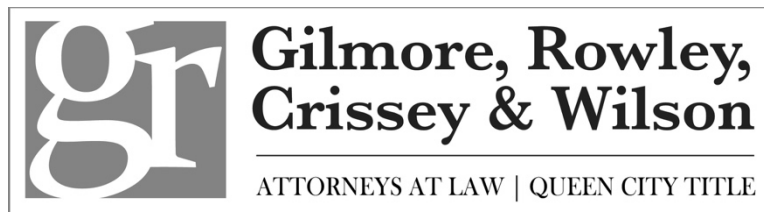
I hereby certify that the above and foregoing Ordinance was published on _____, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda Webb.
City Administrator-Clerk

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

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

Tara R. Carpenter
Queen City Title Manager



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*)



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	



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





4EVER
LOESS
•EDK•
Friday 14.01.2015





















