

NORTHPORT CITY COUNCIL MEETING
MONDAY, AUGUST 19, 2024
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

- a. Jay Stuck Northport Redevelopment Authority Facade Improvements Round 2

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. Second Reading, Ordinance Authorizing the City Administrator to Enter into a Franchise Agreement with Comcast of Alabama, LLC - Ron Davis
- 2. Second Reading, Ordinance Authorizing the City Administrator to Enter into a Franchise Agreement with DIRECTV, LLC - Ron Davis
- 3. Second Reading Ordinance Correcting Effective Date of Compensation Adjustment for Future Mayor and Council - Ron Davis

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. First Reading, Ordinance for amendment to the Zoning Ordinance to Table 4-1 "Allowable Uses" and Table 4-2 "Table of Dimensional Standards" - Julie Ramm
- 2. First Reading, Ordinance for Rezoning of approximately 15.48 acres located north of Oak Way and west of Leeward Avenue to RS-1 - Julie Ramm

b. Resolutions of a Temporary Nature

- 1. Resolution Adopting the City of Northport Fiscal Year 2025 Transportation Plan Pursuant to the Rebuild Alabama Act - Tera Tubbs
- 2. Resolution Authorizing the Acceptance of Name Change of Ellis Architects, Inc. to Caldwell Architects - Tera Tubbs
- 3. Resolution Authorizing the Mayor to execute an agreement with Lloyd's Insurance for Stop-Loss Insurance - Joseph Rose

c. Consent Agenda

- 1. Minutes, August 5, 2024 - Glenda Webb
- 2. Bill Listing - Glenda Webb
- 3. Purchase Requisition, Replacement Pump for Airport Pump Station, Hydra Service, Inc., \$18,350.00 - John Webb
- 4. Purchase Requisition, Replacement BOD Incubator for WWTP, USA BlueBook, \$6,864.35 - John Webb
- 5. Purchase Requisition, City Hall Roof Resurfacing; Advanced Roofing Solutions, \$88,720.00 - Brooke Starnes
- 6. Purchase Requisition, Mixer with Motor for Aeration Basin #3 at Wastewater Treatment Plant, J.H. Wright & Associates, \$8,600.00 - John Webb
- 7. Purchase Requisition, Integration with OKTA for SMS Support, Carahsoft, \$11,859.84 - Scott Murphy
- 8. Purchase Requisition, Metro Jail Bill 2nd Quarter - \$42,157.50 - Gerald Burton
- 9. Purchase Requisition, Metro Jail 3rd Quarter - \$47,025.00 - Gerald Burton

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

- a. Engineering
- b. Legal Department
- c. Planning Inspections Department
 - 1. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure Located at 921 10th Street. - Julie Ramm
- d. Police Department

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. ADJOURNMENT



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

AGENDA ITEM NO. 8.a.1.

MEETING DATE: August 19, 2024

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

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading: X

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:

Approve the ordinance

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to approve 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. 8.a.2.

MEETING DATE: August 19, 2024

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

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading: X

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:

Approve the ordinance

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to approve the ordinance authorizing the City Administrator to Enter 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. 8.a.3.

MEETING DATE: August 19, 2024

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

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading: X

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:

Approve the Ordinance

Funding Source/GL Code:

N/A

Motion for Consideration:

**I move to approve 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.a.1.

MEETING DATE: August 19, 2024

SUBJECT: First Reading, Ordinance for amendment to the Zoning Ordinance to Table 4-1 "Allowable Uses" and Table 4-2 "Table of Dimensional Standards"

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The City of Northport proposed to amend the Zoning Ordinance for Table 4-1 "Allowable Uses" and Table 4-2 "Table of Dimensional Standards". Table 4-1 covers allowable uses for the zoning districts within the city limits. Table 4-3 covers dimensional standards for the nonresidential zoning districts within the city limits.

Recommendation:

The Northport Planning and Zoning Commission met on July 17, 2024, and made a favorable recommendation for the amendment to the Zoning Ordinance regarding Table 4-1 and 4-3.

Funding Source/GL Code:

GL Code No. NA Amount: \$

Motion for Consideration:

None needed for a first reading.

ORDINANCE NO.

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

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

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

WHEREAS, the City of Northport recognizes the need from time to time to make adjustments to the City's zoning standards; and

WHEREAS, the City of Northport also recognizes that such amendments serve to clarify, improve and update the standards under which planning and zoning for the City are administered;

NOW, THEREFORE, BE IT ORDINANED by the City Council for the City of Northport, Alabama, that Ordinance No. 1779, "Northport Zoning Ordinance", is here by amended, as it appears in the attached document shown as "Exhibit A".

See "Exhibit A" attached

These amendments to the Northport Zoning Ordinance, shall become effective immediately upon its passage and advertisement as required by law.

ADOPTED this the ____ day of _____, 2024.

CITY COUNCIL OF THE
CITY OF NORTHPORT

COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Council President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the ____ day of _____, 2024.

Dr. John Hinton, Mayor

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

Glenda D. Webb, City Administrator

1st Reading: August 19, 2024
Motion:
2nd Reading: September 9, 2024
Motion By:
Second By:
Publication:

Exhibit A

Table 4-1
TABLE OF PERMITTED USES

USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Agricultural Uses:</i>												
Agricultural/Farming		P										
Forestry	x	P										
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Agricultural Support :</i>												
Farm Equipment sales/repair		C						P	P	C		
Farm produce sales		P						P				
Farm produce supply		P						P	P	C		
Farm product processing		C							C	C		
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Nurseries:</i>												
Wholesale		C						C	C	C		
Retail							P	P				
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Residential Uses:</i>												
Single Family Detached		P	P	P								
Multi-Family	x			P		C	C					
Manufactured /Modular Home Subdivision	x	C		C								
Manufactured Home Park	x	C		C								
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Institutional Uses:</i>												
Schools – Public/Private			C	C	P	P						
Cemetery		P		C	P	P	P					
Place of Worship	x	P	C	P	P	P	P					
Community Center	x		C	P	P	P	P				P	
Daycare	x			C	P	P	P					
Group Homes	x		C	C	P	P	P					
Nursing Home/ Assisted Living Facility	x			C	P	P	P					
USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Office Uses:</i>												
Business/Professional Office					P	P	P	P	C	C		
Bank or Financial Svs.					P	P	P	P	C			
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Commercial & Entertainment Uses:</i>												
Auto Accessory Store	x						P	P				
Barber/Beauty Shop					P	P	P	P				
Building Material Sales	x						C	P	P	P		

Commercial or trade school					C	C	P	P	P	P		
Convenience Store (no fuel)	x					P	P	P				
Dance/Gymnastics Studio					C	P	P	P				
Entertainment, Indoor						C	P	P			P	
Entertainment, Outdoor								C			P	
Garden Center or Nursery						C	P	P	P	P		
General Retail, Enclosed						P	P	P				
Greenhouse/Farm Produce Sales		P						P	C			
Home Improvement Ctr.							C	P	P			
Pawn/Smoke/Tattoo Shops ¹								P				
Recreation, Indoor						C	P	P			P	
Recreation, Outdoor								P			P	
Restaurant, Eat-In	x					P	P	P	P	C	C	
Tavern							P	P	P	C	C	
Shopping Center						P	P	P				
Veterinary Office/kennel	x	P			C	P	P	P	P			
Payday Loan/ Title Loan/We Buy Gold/Check Cashing ¹								P				
Medical Cannabis Dispensing Site								P				

¹Ordinance 1814 established a 1,500 foot radius separation between payday loan, title loan, pawn shops, we buy gold businesses, check cashing businesses. Ordinance 1814 also established a 3,000 foot radius separation for Tattoo Shops. All existing business at the time this ordinance was enacted is allowed a one time relocation within a C-6 zone without compliance with the density limits contained in this ordinance. See Appendix C. Ordinance 1975 amended Ordinance 1814

USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Road Service Uses</i>												
Auto repair, paint/body	x						P	P	P	P		
Car Wash	x					P	P	P	P	P		
Flea market							C	C	C			
Gasoline/service station							C	P	P	P		
Hotel/Motel							P	P			P	
Outdoor/Drive-In Theatre	x	C						C	C			
Restaurant, Fast Food						C	P	P	P		C	
Small Engine Repair							P	P	P			
Vehicle Sales or Rental							C	P	P			
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Shopping Center</i>												
Regional Shopping Ctr. 500,000+ sf. Floor area							P	P				
Neighborhood Shopping Ctr.	x					P	P	P				
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Commercial Support:</i>												
Bottling plant/bakery	x							P	P	P		
Contractor storage yard	x							C	P	P		

Printing/publishing	x							P	P	P		
Recycled materials collection/storage	x							C	P	P		
Sales/minor storage of gaseous fuels	x							P	P	P		
Sales/repair of heavy equipment								C	P	P		
Veterinary Office/kennel w/outdoor pens		C							C			
Warehouse								C	P	P		
Mini-warehouse	x							C	P			
Office Warehouse	x							C	P			
Wholesale distributor								C	P	P		

USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
Commercial Recreation Uses	x											
Miniature Golf/driving range		C						P	C		P	
Amusement Park								P	C		C	
Fairground		C							C		C	
Amphitheater									C		P	
Race track		C							C	C	C	
Stadium/arena									C	C	C	
Skate Rink		C					C	P	C		P	
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
Recreational Rental Dwellings	x											
Campground		C							C	C	P	
Cottages/cabins		C							C	C	P	
Recreation vehicle park		C							C	C	P	
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
Recreational Uses:												
Golf Course		P									P	
Park		P	P	P	P	P	P	P	P	P	P	
Tennis Court			P	P							P	
Swimming Pool			P	P							P	
Sports Field/Complex											P	
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
Public Service Uses:												
Communication Tower	x	P			P		C	P	P	P		
Hospital	x				C	C	C	C	C			
Municipal Office/Facility		C			P	C	P	P	P			
Public Utility			C	C	P	P	P	P	P	P		
Utility service yard or garage		C				C	C	P	P	P		
USE CATEGORY	ZONING DISTRICTS											

	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
Industrial Uses:												
Bulk storage of chemicals or fuels	x								C	C		
Commercial incinerator	x								C	C		
Food processing/packing	x								C	C		
Freight/trucking terminal									C	C		
Manufacture of building materials									C	P		
Manufacture/storage of explosives	x								C	C		
Manufacturing									C	P		
Outdoor storage of machinery									C	P		
Recycled materials processing									C	C		
Scientific testing/research laboratory									C	P		
Slaughterhouse	x								C	C		
Storage of sand/gravel/blocks	x								C	P		
Salvage Yard (Auto,etc)	x								C	C		
Mine/quarry	x	C							C	C		
Warehouse, Distribution									C	P		

**Downtown/Riverfront – See Core City Zoning & Design Standards (Article VII)*

Table 4-3: Table of Dimensional Standards – Non Residential Uses.

Zoning District	Maximum Height Of Structure (feet) ⁶	Minimum Setbacks (in feet)			
		Front Yard	Rear Yard	One Side ¹	Total Side
AG ²	35 ³	50	50	50	100
O-I	50	25	25	10	20
C-2	40	20	20	10	20
C-3	40 ⁷	20	20	10	20
C-6	50 ⁷	40	25	10 ⁵	20 ⁵
M-1	60	4	4	4	4
M-2	60	4	4	4	4
REC	50 ⁷	20	20	10	20

¹ Side Yard on Street shall be equal to Front Yard setback

² See Table 6-2 and Section 603.03 “Performance Residential Developments” for Residential Setbacks

³ Inhabited Structures Only

⁴ Equal to Height of Structure

⁵ May be reduced to zero (0) feet by Special Exception

⁶ Hotel uses may have a maximum height of 75’. Any heights exceeding this limit would require conditional use approval in C-3, C-6, REC, and Downtown Riverfront districts.

⁷ May be increased by conditional use in C-3, C-6, REC, and Downtown Riverfront districts.

City of Northport
Planning and Zoning Commission – July 16, 2024
Staff Report

Case: AMD-01-24

Applicant: City of Northport

Location: N/A

Request: Zoning Ordinance Amendment

The city of Northport is requesting amendments to tables 4-1 and 4-3 of the zoning ordinance.

Table 4-1 covers allowable uses for the zoning districts within the city limits. The following changes are proposed for this table:

- **Outdoor Entertainment** – Currently permitted by conditional use in C-6. This proposal would add it as a use permitted by right in the Recreation zoning district.
- **Indoor Recreation** – Currently permitted by conditional use in C-2, and by right in C-3 and C-6. This proposal would add it as a use permitted by right in the Recreation zoning district.
- **Restaurant, Eat-in** – Currently permitted by conditional use in M-2 and by right in C-2, C-3, C-6, and M-1. This proposal would add it as a use permitted by conditional use in the Recreation zoning district.
- **Tavern** – Currently permitted by conditional use in M-2 and by right in C-3, C-6, and M-1. This proposal would add it as a use permitted by conditional use in the Recreation zoning district.
- **Restaurant, Fast Food** – Currently permitted by conditional use in C-2 and by right in C-3, C-6, and M-1. This proposal would add it as a use permitted by conditional use in the Recreation zoning district.
- **Miniature Golf/driving range** – Currently permitted in C-6 and by conditional use in M-1. This proposal would add it as a use permitted by right in the Recreation zoning district.
- **Amusement Park** – Currently permitted in C-6 and by conditional use in M-1. This proposal would add it as a use permitted by conditional use in the Recreation zoning district.
- **Fairground** – Currently permitted by conditional use is M-1. This proposal would add it as a use permitted by conditional use in the Recreation zoning district.
- **Race Track** – Currently permitted by conditional use in M-1 and M-2. This proposal would add it as a use permitted by conditional use in the Recreation zoning district.
- **Stadium/arena** – Currently permitted by conditional use in M-1 and M-2. This proposal would add it as a use permitted by conditional use in the Recreation zoning district.

- **Skate Rink** – Currently permitted by conditional use in C-3 and M-1 and by right in C-6. This proposal would add it as a use permitted by right in the Recreational district.

Table 4-3 covers dimensional standards for the nonresidential zoning districts within the city limits. The following changes are proposed for this table:

- **Building Heights** – The current ordinance allows a maximum building height of 40 feet in C-3, 50 feet in C-6, and 40 feet in the Recreation district. This proposal would increase the maximum height in the Recreation district to 50 feet. This proposal would also allow a maximum height of 75 feet for hotel uses in those districts. Any building exceeding these standards would require conditional use approval in C-3, C-6, Recreation, or any of the downtown riverfront districts.

Any action on this item will be a recommendation to City Council.

**Table 4-1
TABLE OF PERMITTED USES**

USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Agricultural Uses:</i>												
Agricultural/Farming		P										
Forestry	x	P										
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Agricultural Support :</i>												
Farm Equipment sales/repair		C						P	P	C		
Farm produce sales		P						P				
Farm produce supply		P						P	P	C		
Farm product processing		C							C	C		
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Nurseries:</i>												
Wholesale		C						C	C	C		
Retail							P	P				
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Residential Uses:</i>												
Single Family Detached		P	P	P								
Multi-Family	x			P		C	C					
Manufactured /Modular Home Subdivision	x	C		C								
Manufactured Home Park	x	C		C								
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Institutional Uses:</i>												
Schools – Public/Private			C	C	P	P						
Cemetery		P		C	P	P	P					
Place of Worship	x	P	C	P	P	P	P					
Community Center	x		C	P	P	P	P				P	
Daycare	x			C	P	P	P					
Group Homes	x		C	C	P	P	P					
Nursing Home/ Assisted Living Facility	x			C	P	P	P					

USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Office Uses:</i>												
Business/Professional Office					P	P	P	P	C	C		
Bank or Financial Svs.					P	P	P	P	C			
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Commercial & Entertainment Uses:</i>												
Auto Accessory Store	x						P	P				
Barber/Beauty Shop					P	P	P	P				
Building Material Sales	x						C	P	P	P		
Commercial or trade school					C	C	P	P	P	P		
Convenience Store (no fuel)	x					P	P	P				
Dance/Gymnastics Studio					C	P	P	P				
Entertainment, Indoor						C	P	P			P	
Entertainment, Outdoor								C			P	
Garden Center or Nursery						C	P	P	P	P		
General Retail, Enclosed						P	P	P				
Greenhouse/Farm Produce Sales		P						P	C			
Home Improvement Ctr.							C	P	P			
Pawn/Smoke/Tattoo Shops ¹								P				
Recreation, Indoor						C	P	P			P	
Recreation, Outdoor								P			P	
Restaurant, Eat-In	x					P	P	P	P	C	C	
Tavern							P	P	P	C	C	
Shopping Center						P	P	P				
Veterinary Office/kennel	x	P			C	P	P	P	P			
Payday Loan/ Title Loan/We Buy Gold/Check Cashing ¹								P				
Medical Cannabis Dispensing Site								P				

¹Ordinance 1814 established a 1,500 foot radius separation between payday loan, title loan, pawn shops, we buy gold businesses, check cashing businesses. Ordinance 1814 also established a 3,000 foot radius separation for Tattoo Shops. All existing business at the time this ordinance was enacted is allowed a one time relocation within a C-6 zone without compliance with the density limits contained in this ordinance. See Appendix C. Ordinance 1975 amended Ordinance 1814

USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Road Service Uses</i>												
Auto repair, paint/body	x						P	P	P	P		
Car Wash	x					P	P	P	P	P		
Flea market							C	C	C			
Gasoline/service station							C	P	P	P		
Hotel/Motel							P	P			P	
Outdoor/Drive-In Theatre	x	C						C	C			
Restaurant, Fast Food						C	P	P	P		C	
Small Engine Repair							P	P	P			
Vehicle Sales or Rental							C	P	P			
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Shopping Center</i>												
Regional Shopping Ctr. 500,000+ sf. Floor area							P	P				
Neighborhood Shopping Ctr.	x					P	P	P				
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Commercial Support:</i>												
Bottling plant/bakery	x							P	P	P		
Contractor storage yard	x							C	P	P		
Printing/publishing	x							P	P	P		
Recycled materials collection/storage	x							C	P	P		
Sales/minor storage of gaseous fuels	x							P	P	P		
Sales/repair of heavy equipment								C	P	P		
Veterinary Office/kennel w/outdoor pens		C							C			
Warehouse								C	P	P		
Mini-warehouse	x							C	P			
Office Warehouse	x							C	P			
Wholesale distributor								C	P	P		

USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Commercial Recreation Uses</i>	x											
Miniature Golf/driving range		C						P	C		P	
Amusement Park								P	C		C	
Fairground		C							C		C	
Amphitheater									C		P	
Race track		C							C	C	C	
Stadium/arena									C	C	C	
Skate Rink		C					C	P	C		P	
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Recreational Rental Dwellings</i>	x											
Campground		C							C	C	P	
Cottages/cabins		C							C	C	P	
Recreation vehicle park		C							C	C	P	
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Recreational Uses:</i>												
Golf Course		P									P	
Park		P	P	P	P	P	P	P	P	P	P	
Tennis Court			P	P							P	
Swimming Pool			P	P							P	
Sports Field/Complex											P	
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Public Service Uses:</i>												
Communication Tower	x	P			P		C	P	P	P		
Hospital	x				C	C	C	C	C			
Municipal Office/Facility		C			P	C	P	P	P			
Public Utility			C	C	P	P	P	P	P	P		
Utility service yard or garage		C				C	C	P	P	P		

USE CATEGORY	ZONING DISTRICTS											
	SDS	AG	RS	RM	O-I	C-2	C-3	C-6	M-1	M-2	REC	DTR*
<i>Industrial Uses:</i>												
Bulk storage of chemicals or fuels	x								C	C		
Commercial incinerator	x								C	C		
Food processing/packing	x								C	C		
Freight/trucking terminal									C	C		
Manufacture of building materials									C	P		
Manufacture/storage of explosives	x								C	C		
Manufacturing									C	P		
Outdoor storage of machinery									C	P		
Recycled materials processing									C	C		
Scientific testing/research laboratory									C	P		
Slaughterhouse	x								C	C		
Storage of sand/gravel/blocks	x								C	P		
Salvage Yard (Auto,etc)	x								C	C		
Mine/quarry	x	C							C	C		
Warehouse, Distribution									C	P		

****Downtown/Riverfront – See Core City Zoning & Design Standards (Article VII)***

In addition to Table 4-1, the following regulations regarding permitted uses are established:

A. Existing garage apartments in the Residential (RS), Residential/Commercial/Institutional (RCI), and Historic Neighborhood (HN) Districts are permitted uses and may be improved within the existing structure, but there shall be no increase in the number or size of dwelling units in the structure. No new garage apartments are permitted in any district in the City. When existing garage apartments are improved, off-street, paved parking spaces shall be provided and any required bufferyards shall be installed.

B. Uses not listed in Table 4-1 or Section 402 are not permitted in any district except pursuant to Article XI, which provides for interpretation of uses, or Article IX, which provides for nonconformities.

C. Although a use may be indicated as permitted or conditionally permitted in a particular district, it does not follow that such a use is permitted or permissible on every parcel in such district. No use is permitted or permissible on a parcel unless it can be located thereon in full compliance with all of the performance standards and other regulations of this Ordinance applicable to the specific use and parcel in question.

Table 4-3: Table of Dimensional Standards – Non Residential Uses.

Zoning District	Maximum Height Of Structure (feet) ⁶	Minimum Setbacks (in feet)			
		Front Yard	Rear Yard	One Side ¹	Total Side
AG²	35³	50	50	50	100
O-I	50	25	25	10	20
C-2	40	20	20	10	20
C-3	40⁷	20	20	10	20
C-6	50⁷	40	25	10⁵	20⁵
M-1	60	4	4	4	4
M-2	60	4	4	4	4
REC	50⁷	20	20	10	20

¹ Side Yard on Street shall be equal to Front Yard setback

² See Table 6-2 and Section 603.03 “Performance Residential Developments” for Residential Setbacks

³ Inhabited Structures Only

⁴ Equal to Height of Structure

⁵ May be reduced to zero (0) feet by Special Exception

⁶ Hotel uses may have a maximum height of 75’. Any heights exceeding this limit would require conditional use approval in C-3, C-6, REC, and Downtown Riverfront districts.

⁷ May be increased by conditional use in C-3, C-6, REC, and Downtown Riverfront districts.



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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: August 19, 2024

SUBJECT: First Reading, Ordinance for Rezoning of approximately 15.48 acres located north of Oak Way and west of Leeward Avenue to RS-1

Unfinished Business:

Public Hearing:

New Business: X

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The City of Northport requests rezoning of approximately 15.48 acres located north of Oak Way and west of Leeward Avenue from AG (Agricultural) to RS-1 (Single-Family Residential).

Recommendation:

The Northport Planning and Zoning Commission met on June 16, 2024, and made a favorable recommendation that the request for the rezoning be granted.

Funding Source/GL Code:

GL Code No. NA Amount: \$

Motion for Consideration:

None needed for first reading.

ORDINANCE NO. _____

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

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

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

1. That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcels being more particularly described as attached in Exhibit "A" in Tuscaloosa County, Alabama to rezone 15.48 acres from AG (Agricultural) to RS-1 (Single-Family Residential). This property is located north of Oak Way and west of Leeward Avenue.

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

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

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb,
City Administrator

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

Dr. John Hinton, Mayor

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

Glenda D. Webb, City Administrator

1st Reading: August 19, 2024

Motion:

2nd Reading: September 9, 2024

Motion By:

Second By:

Publication:

Exhibit A

Parcel 1

Part of the Northeast Quarter of Section 5, Township 21 South, Range 10 West, in Tuscaloosa County, Alabama, being more particularly described as follows: As a Point-of-Beginning, start at the Northeast corner of the Northeast Quarter of said Section 5, thence run in a Southerly direction along the East boundary of the Northeast Quarter of said Section 5 for a distance of 1321.02 feet to the Northeast corner of Lot 10 Resurvey of Northwood Estates First Section as recorded in the Tuscaloosa County Office of Probate in Plat Book 1997 at pages 47-48; thence with a deflection angle of 149 degrees 25 minutes to the right, run in a Northwesterly direction along the Northeast boundaries of Lots 10 through 22 of said Resurvey of Northwood Estates First Section for a chord distance of 1609.58 feet to the North boundary of the Northeast Quarter of said Section 5; thence with a deflection angle of 125 degrees 06 minutes to the right, run in an Easterly direction along the North boundary of the Northeast Quarter of said Section 5 for a distance of 821.30 feet to the point of beginning.

Parcel 2

Part of the Southwest Quarter of the Northwest Quarter of Section 4, Township 21 South, Range 10 West and part of the Southeast Quarter of the Northeast Quarter of Section 5, Township 21 South, Range 10 West, in Tuscaloosa County, Alabama, being more particularly described as follows: As a Point-of-Beginning, start at the Southeast corner of Lot 16 Northwood No. 11, Fourth Section as recorded in the Tuscaloosa County Office of Probate in Plat Book 13 at Page 12; thence run in a Westerly direction along the South boundary of the Southwest Quarter of the Northwest Quarter of said Section 4 for a distance of 1297.61 feet to the Southwest corner of said Southwest Quarter of the Northwest Quarter; thence continue in a Westerly direction along the South boundary of the Southeast Quarter of the Northeast Quarter of said Section 5 for a distance of 940.09 feet to a point; thence with a deflection angle of 90 degrees 00 minutes to the right run in a Northerly direction for a distance of 539.43 feet to a point; thence with a deflection angle of 90 degrees 41 minutes to the right, run in an Easterly direction for a distance of 188.60 feet to a point; thence with a deflection angle of 51 degrees 54 minutes to the left, run in a Northeasterly direction for a distance of 99.93 feet to the Southeast corner of Lot 36 Resurvey of Northwood Estates First Section as recorded in Tuscaloosa County Office of Probate in Plat Book 1997 at pages 47-48; thence with a deflection angle of 68 degrees 39 minutes to the right, run in a Southeasterly direction for a distance of 53.68 feet to the Southwest corner of Lot 37 of said Resurvey of Northwood Estates First Section; thence with a deflection of 20 degrees 19 minutes to the right, continue in a Southeasterly direction along the South boundary of said Lot 37 for a distance of 210.23 feet to Southeast corner of said Lot 37; thence with a deflection angle of 106 degrees 52 minutes to the left, run in a Northeasterly direction along the East boundary of said Lot 37 for a distance of 181.62 feet to the South right-of-way margin of Ontario Drive (a fifty-foot right-of-way); thence with a deflection angle of 70 degrees 19 minutes to the right, run in an Easterly direction along the curving South right-of-way margin of Ontario Drive for a chord distance of 286.88 feet to the Northwest corner

of Lot 40 of said Resurvey of Northwood Estates First Section; thence with a deflection angle of 72 degrees 19 minutes to the right, run in a Southeasterly direction along the West boundary of said Lot 40 for a distance of 211.91 feet to the Southwest corner of said Lot 40; thence with a deflection angle of 81 degrees 11 minutes to the left, run in a Northeasterly direction along the South boundary of said Lot 40 for a distance of 271.06 feet to the Southeast corner of said Lot 40; thence with a deflection angle of 50 degrees 12 minutes to the right run in a Southeasterly direction along the Southwest boundary of Lot 43 of said Resurvey of Northwood Estates First Section for a distance of 75.27 feet to the southernmost corner of said Lot 43; thence with a deflection angle of 70 degrees 46 minutes to the left, run in a Northeasterly direction along the Southeast boundary of said Lot 43 for a distance of 159.98 feet to the west right-of-way margin of Magnolia Circle (a fifty-foot right-of-way); thence with a deflection angle of 89 degrees 46 minutes to the right, run in a Southeasterly direction along the west right-of-way margin of Magnolia Circle for a distance of 255.29 feet to a point; thence with a deflection angle of 96 degrees 49 minutes to the left, run in a Northeasterly direction along the South boundary of Lot 47 of said Resurvey of Northwood Estates First Section for a distance of 218.77 feet to the Southeast corner of said Lot 47; thence with a deflection angle of 34 degrees 58 minutes to the right, run in an Easterly direction along the South boundary of Lot 48 of said Resurvey of Northwood Estates First Section for a distance of 161.28 feet to the Southeast corner of said Lot 48; thence with a deflection angle of 42 degrees 46 minutes to the right, run in a Southeasterly direction along the Southwest boundaries of Lots 19 through 16 of said Northwood No. 11 Fourth Section for a chord distance of 584.66 feet to the Point-of-Beginning.

LESS AND EXCEPT any part of subject property which lies within any phase or section of the subdivision Northwood Estates. The intent being to less and except any lots, common areas, roads, streets, or avenue lying within any Phase or Section of Northwood Estates.

TWENTY FOOT UTILITY EASEMENT

A twenty foot utility over and across part of the Northeast Quarter of Section 5, Township 21 South, Range 10 West and part of the Northwest Quarter of Section 4, Township 21 South, Range 10 West, in Tuscaloosa County, Alabama being twenty feet north of the following described line: As a Point-of-Beginning. Start at the Southeast corner of Lot 16 Northwood No. 11, Fourth Section, as recorded in the Tuscaloosa County Office of Probate in Plat Book 13 at Page 12; thence run in a westerly direction along the south boundary of the Northwest Quarter of said Section 4 and along the south boundary of the Northeast Quarter of said Section 5 for a distance of 3297.39 feet to the southeast corner of Lot 1 Briarcliff No. 1 Block 5 as recorded in Tuscaloosa County Office of Probate in Plat Book 12 at Page 108, also being the Point-of-Ending.

Also known as parcel IDs: 63-31-03-05-1-001-001.001 & 63-31-03-05-1-001-001.002

DEED Book 0003 Page 8350
Warranty Deed

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

Source of Title: Deed Book 834, Page 520
Source of Title: Deed Book 1166, Page 655
Source of Title: Deed Book 2003, Page 11638
Source of Title: Deed Book 2003, Page 11646

Recorded: 4/18/2023 2:09:15 PM
Hardy D. Robertson, III, Probate Judge
Tuscaloosa County, Alabama
THIS DEED PREPARED WITHOUT THE
BENEFIT OF SURVEY OR TITLE
EXAMINATION
66/mmdavidson

Probate Judge Fee \$2.00
Deed Tax \$37.50
Recording Fee - By Page Count \$12.00
Source of Title \$1.75
Total: \$53.25

Know all Men by these Presents: That, in consideration of One Hundred Dollars (\$100.00) and other good and valuable consideration to them in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, **Duckworth Morris Realty Company, Inc., an Alabama corporation** (henceforth referred to as "Grantor") do by these presents grant, bargain, sell and convey unto **Michael D. Hall and Allison E. Hall** (herein referred to as "Grantees") for and during their joint lives and, upon the death of either of them, then to the survivor, in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion, the following described real estate:

PARCEL NO. 1:

Part of the Northeast Quarter of Section 5, Township 21 South, Range 10 West, in Tuscaloosa County, Alabama, being more particularly described as follows: As a Point-of-Beginning, start at the Northeast corner of the Northeast Quarter of said Section 5, thence run in a Southerly direction along the East boundary of the Northeast Quarter of said Section 5 for a distance of 1321.02 feet to the Northeast corner of Lot 10 Resurvey of Northwood Estates First Section as recorded in the Tuscaloosa County Office of Probate in Plat Book 1997 at pages 47-48; thence with a deflection angle of 149 degrees 25 minutes to the right, run in a Northwesterly direction along the Northeast boundaries of Lots 10 through 22 of said Resurvey of Northwood Estates First Section for a chord distance of 1609.58 feet to the North boundary of the Northeast Quarter of said Section 5; thence with a deflection angle of 125 degrees 06 minutes to the right, run in an Easterly direction along the North boundary of the Northeast Quarter of said Section 5 for a distance of 821.30 feet to the point of beginning.

Parcel No. 2:

Part of the Southwest Quarter of the Northwest Quarter of Section 4, Township 21 South, Range 10 West and part of the Southeast Quarter of the Northeast Quarter of Section 5, Township 21 South, Range 10 West, in Tuscaloosa County, Alabama, being more particularly described as follows: As a Point-of-Beginning, start at the Southeast corner of Lot 16 Northwood No. 11, Fourth Section as recorded in the Tuscaloosa County Office of Probate in Plat Book 13 at Page 12; thence run in a Westerly direction along the South boundary of the Southwest Quarter of the Northwest Quarter of said Section 4 for a distance of 1297.61 feet to the Southwest corner of said Southwest Quarter of the Northwest Quarter; thence continue in a Westerly direction along the South boundary of the Southeast Quarter of the Northeast Quarter of said Section 5 for a distance of 940.09 feet to a point; thence with a deflection angle of 90 degrees 00 minutes to the right, run in a Northerly direction for a distance of 539.43 feet to a point; thence with a deflection angle of 90 degrees 41 minutes to the right, run in an Easterly direction for a distance of 188.60 feet to a point; thence with a deflection angle of 51 degrees 54 minutes to the left, run in a Northeasterly direction for a distance of 99.93 degrees to the Southeast corner of Lot 36 Resurvey of Northwood Estates First Section as recorded in Tuscaloosa County Office of Probate in Plat Book 1997 at pages 47-48; thence with a deflection

angle of 68 degrees 39 minutes to the right, run in a Southeasterly direction for a distance of 53.68 feet to the Southwest corner of Lot 37 of said Resurvey of Northwood Estates First Section; thence with a deflection angle of 20 degrees 19 minutes to the right, continue in a Southeasterly direction along the South boundary of said Lot 37 for a distance of 210.23 feet to Southeast corner of said Lot 37; thence with a deflection angle of 106 degrees 52 minutes to the left, run in a Northeasterly direction along the East boundary of said Lot 37 for a distance of 181.62 feet to the South right-of-way margin of Ontario Drive (a fifty-foot-right-of-way); thence with a deflection angle of 70 degrees 19 minutes to the right, run in an Easterly direction along the curving South right-of-way margin of Ontario Drive for a chord distance of 286.88 feet to the Northwest corner of Lot 40 of said Resurvey of Northwood Estates First Section; thence with a deflection angle of 72 degrees 19 minutes to the right, run in a Southeasterly direction along the West boundary of said Lot 40 for a distance of 211.91 feet to the Southwest corner of said Lot 40; thence with a deflection angle of 81 degrees 11 minutes to the left, run in a Northeasterly direction along the South boundary of said Lot 40 for a distance of 271.06 feet to the Southeast corner of said Lot 40; thence with a deflection angle of 50 degrees 12 minutes to the right, run in a Southeasterly direction along the Southwest boundary of Lot 43 of said Resurvey of Northwood Estates First Section for a distance of 75.27 feet to the southernmost corner of said Lot 43; thence with a deflection angle of 70 degrees 46 minutes to the left, run in a Northeasterly direction along the Southeast boundary of said Lot 43 for a distance of 159.98 feet to the west right-of-way margin of Magnolia Circle (a fifty-foot right-of-way); thence with a deflection angle of 89 degrees 46 minutes to the right, run in a Southeasterly direction along the west right-of-way margin of Magnolia Circle for a distance of 255.29 feet to a point; thence with a deflection angle of 96 degrees 49 minutes to the left, run in a Northeasterly direction along the South boundary of Lot 47 of said Resurvey of Northwood Estates First Section for a distance of 218.77 feet to the Southeast corner of said Lot 47; thence with a deflection angle of 34 degrees 58 minutes to the right, run in an Easterly direction along the South boundary of Lot 48 of said Resurvey of Northwood Estates First Section for a distance of 161.28 feet to the Southeast corner of said Lot 48; thence with a deflection angle of 42 degrees 46 minutes to the right, run in a Southeasterly direction along the Southwest boundaries of Lots 19 through 16 of said Northwood No. 11 Fourth Section for a chord distance of 584.66 feet to the Point-of-Beginning.

LESS AND EXCEPT any part of subject property which lies within any phase or section of the subdivision Northwood Estates. The intent being to less and except any lots, common areas, roads, streets, or avenue lying within any Phase or Section of Northwood Estates.

TWENTY FOOT UTILITY EASEMENT

A twenty foot utility over and across part of the Northeast Quarter of Section 5, Township 21 South, Range 10 West and part of the Northwest Quarter of Section 4, Township 21 South, Range 10 West, in Tuscaloosa County, Alabama being twenty feet north of the following described line: As a Point-of-Beginning, Start at the Southeast corner of Lot 16 Northwood No. 11, Fourth Section, as recorded in the Tuscaloosa County Office of Probate in Plat Book 13 at Page 12; thence run in a westerly direction along the south boundary of the Northwest Quarter of said Section 4 and along the south boundary of the Northeast Quarter of said Section 5 for a distance of 3297.39 feet to the southeast corner of Lot 1 Briarcliff No. 1 Block 5 as recorded in Tuscaloosa County Office of Probate in Plat Book 12 at Page 108, also being the Point-of-Ending.

This conveyance is hereby made subject to all easements, restrictions, rights of way and other matters of record in the Probate Office of Tuscaloosa County, Alabama, including, without limitation, the following:

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

And the said Grantors do, for themselves, their heirs and assigns, covenant with said Grantees, their heirs and assigns, that they are lawfully seized in fee simple of said premises, that it is free from all encumbrances, except as otherwise noted above, that they have a good right to sell and convey the same as aforesaid, and that they will and their heirs and assigns shall **Warrant and Defend** the premises to the said Grantees, their heirs, personal representatives and assigns forever, against the lawful claims of all persons.

In Witness Whereof, the said Grantors have set their hands and seals this 11th day of April, 2023.

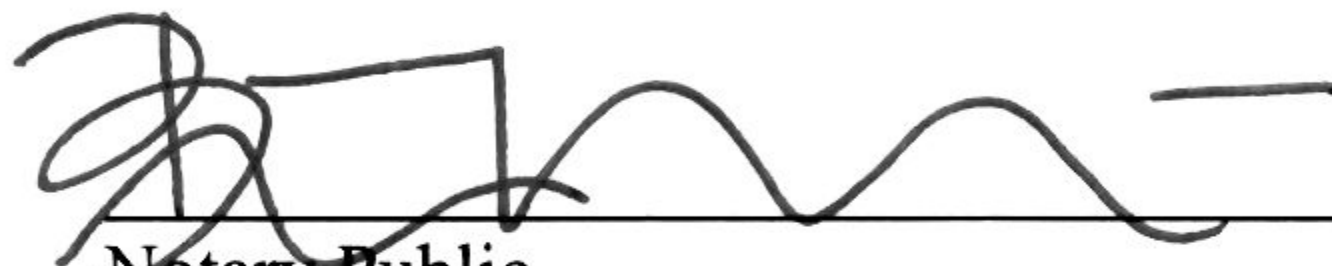
Duckworth Morris Realty Company, Inc.


By: Joe Duckworth, Sr.
Its: President

STATE OF ALABAMA
COUNTY OF TUSCALOOSA

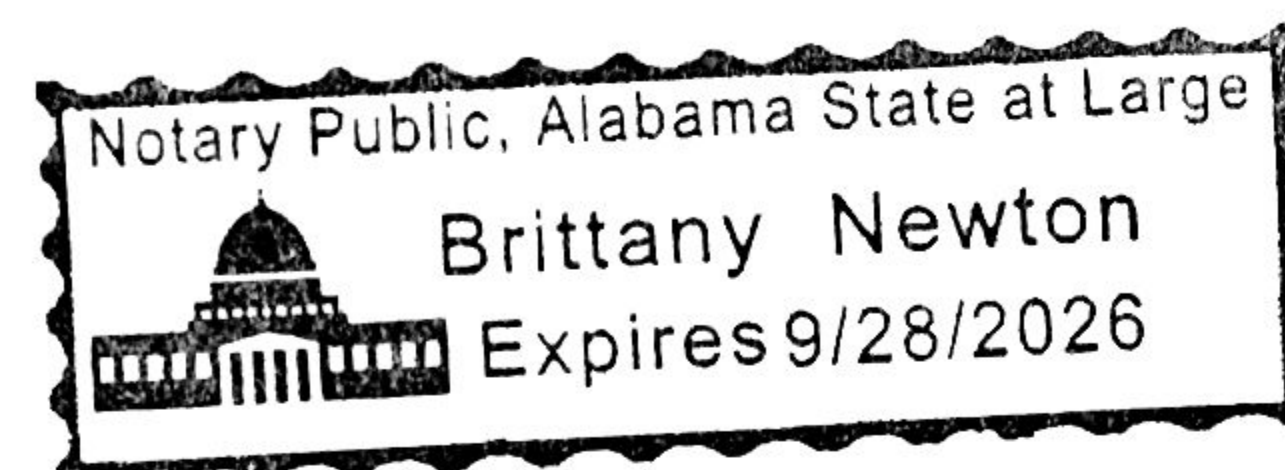
I, the undersigned notary public, in and for said county and state, hereby certify that Joe Duckworth, Sr., as President of **Duckworth Morris Realty Company, Inc.**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 11th day of April, 2023


Notary Public
My commission expires _____

**Prepared for the sole benefit of North River
Title, Inc. by:**

Robert S. Plott, LLC
Robert S. Plott
1490 Northbank Parkway
Suite 140
Tuscaloosa, AL 35406
Telephone: 205-345-5310
File # 1970-23



Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

DEED BOOK 2023 Page 8353

Tuscaloosa County, Alabama

Grantor's Name Duckworth Morris Realty Company, Inc.
Mailing Address P.O. Box 1999
Tuscaloosa, AL 35403

Grantee's Name Michael D. Hall and Allison E. Hall
Mailing Address 5602 Summit Drive
Northport, AL 35473

Property Address Oak Way
Northport, AL 35473

Date of Sale April 11, 2023
Total Purchase Price \$250,000.00
Or
Actual Value \$
Or
Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence:
(check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale
☐ Sales Contract

☐ Appraisal
☐ Other:

☒ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above,
the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property
and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is
being conveyed.

Property address - the physical address of the property being conveyed, if available. Date of Sale - the date on
which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being
conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being
conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed
appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding
current use valuation, of the property as determined by the local official charged with the responsibility of
valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of
Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and
accurate. I further understand that any false statements claimed on this form may result in the imposition of the
penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 4/11/23

Print Adam Oliver

☐ Unattested
(verified by)

Sign Adam Oliver
(Grantor/Grantee/ Owner/Agent) circle one

Form RT-1

City of Northport
Planning and Zoning Commission – July 16, 2024
Staff Report

Case: R-24-2

Applicant: City of Northport

Location: North of Oak Way and west of Leeward Avenue

Request: Rezoning

The City of Northport is requesting rezoning of approximately 15.48 acres located north of Oak Way and west of Leeward Avenue from Agricultural to Residential Single Family (RS-1). This rezoning petition was initiated by staff at the request of the commission during the June 2024 meeting.

The property is surrounded by property zoned RS-1 to the west and south and RS-2 to the east, while some of the property to the north is zoned RS-2 and some is outside of the city limits (no zoning). The surrounding properties are all either single-family residential or are undeveloped.

The proposed zoning designation matches closely with the future land use plan shown within the draft of the comprehensive plan, which shows this area as medium density residential.

Any action on this item will be a recommendation to City Council.



Existing property as
seen from Oak Way

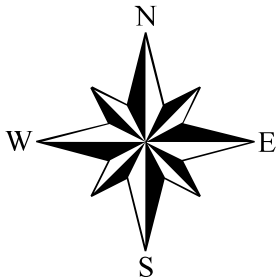
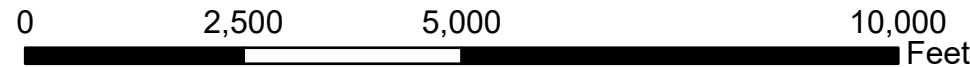
City of Northport Planning Commission

Zoning

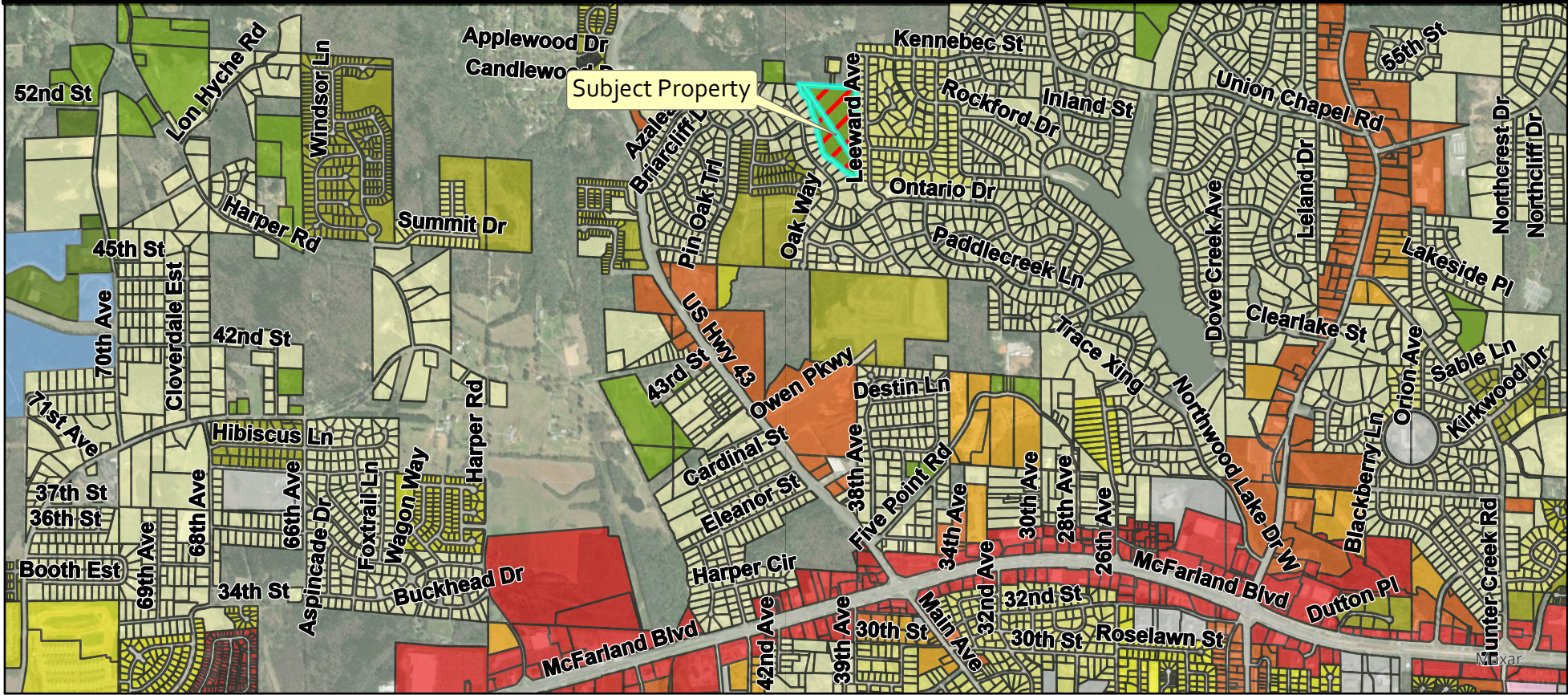
- Agriculture
- Commercial Highway
- General Commercial
- Heavy Industrial
- Mobile Home Park
- Neighborhood Commercial
- Office and Institutional

Rezoning Request

- Recreational
- Residential Multi-Family
- Residential Single-Family - 1
- Residential Single-Family - 2
- Residential Single-Family - 3
- Residential Single-Family - 4
- Residential Single-Family - SD
- Subject Property



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





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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: August 19, 2024

SUBJECT: Resolution Adopting the City of Northport Fiscal Year 2025 Transportation Plan Pursuant to the Rebuild Alabama Act

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

Per the Rebuild Alabama Act which levies additional excise tax on gasoline and diesel fuel each entity that receives a portion of the tax must adopt an annual Transportation Plan no later than August 31st for each fiscal year based on an estimate of revenues and state what funds are anticipated to be used on. The City of Northport intends to use Fiscal Year 2025 funds to fund resurfacing projects within the City of Northport city limits.

Recommendation:

I recommend that the plan be approved.

Funding Source/GL Code:

Not Applicable.

Motion for Consideration:

I move that the City Council adopt the City of Northport Fiscal Year 2025 Transportation Plan pursuant to the Rebuild Alabama Act.

RESOLUTION NO. 24-

**RESOLUTION ADOPTING THE CITY OF NORTHPORT FISCAL YEAR 2025
TRANSPORTATION PLAN PURSUANT TO THE REBUILD ALABAMA ACT**

WHEREAS, the Alabama Legislature in Act. No. 2019-2 adopted the Rebuild Alabama Act which levies additional excise tax on gasoline and diesel fuel; and,

WHEREAS, the City of Northport is to receive a portion of said tax based on the ratio of population of its municipality to the total population of all municipalities of the state to be used for transportation infrastructure, improvement, preservation, and maintenance; and,

WHEREAS, the Act provides that the City of Northport shall adopt an annual Transportation Plan no later than August 31st for each fiscal year based on an estimate of revenues; and,

WHEREAS, the Plan shall provide a detailed list of projects for which expenditures are intended to be made in the next fiscal year; and,

WHEREAS, the Act further provides that any such funds shall be used only for the maintenance, improvement, replacement, and construction of roads and bridges maintained by the City of Northport and such other uses as defined by the Act.

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

1. That the City of Northport hereby adopts this Resolution as its Transportation Plan submitted in compliance with the Rebuild Act No. 2019-2,
2. That, pursuant to the Act, the City of Northport estimates that its anticipated allocation for Fiscal Year 2025 will be approximately \$175,000, with increasing allocations for each fiscal year thereafter,
3. That pursuant to the Act, the City of Northport anticipates expending funds received under the Act, in part or in whole, to fund resurfacing projects within the City of Northport city limits, and,
4. That City of Northport administration is hereby authorized and instructed to post a copy of this Resolution as its Transportation Plan in a conspicuous place at Northport City Hall, and on the City of Northport website.

RESOLVED AND DONE THIS 19th DAY OF AUGUST 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: August 19, 2024
Motion:
Second:



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: August 19, 2024

SUBJECT: Resolution Authorizing the Acceptance of Name Change of Ellis Architects, Inc. to Caldwell Architects

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

Ellis Architects, Inc. was recently acquired by Caldwell Architects. The City of Northport has active agreements with Ellis Architects, Inc. Adoption of this resolution will accept the change of company for active agreements as well as approve payment of services moving forward to Caldwell Architects.

Recommendation:

I recommend that this resolution be approved.

Funding Source/GL Code:

Not Applicable.

Motion for Consideration:

I move that the City Council authorize the acceptance of name change of Ellis Architects, Inc. to Caldwell Architects for active agreements held by the City of Northport.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE ACCEPCTANCE OF NAME CHANGE OF ELLIS
ARCHITETS, INC. TO CALDWELL ARCHITECTS**

WHEREAS, Ellis Architects, Inc. was acquired by Caldwell Architects; and,

WHEREAS, the City of Northport holds active agreements with Ellis Architects, Inc. for services rendered; and,

WHEREAS, any active agreements between the City of Northport and Ellis Architects, Inc. shall now be understood to be between the City of Northport and Caldwell Architects; and,

WHEREAS, any payment for services under active agreements shall be made to Caldwell Architects.

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

1. That active agreements with Ellis Architects, Inc. shall now be understood to be between the City of Northport and Caldwell Architects; and,
2. That any payments for services under active agreements shall be made to Caldwell Architects; and,
3. That any additional related documentation for active agreements that relate to Ellis Architects, Inc. shall now be understood to relate to Caldwell Architects.

RESOLVED AND DONE THIS 19TH DAY OF AUGUST 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Christy Bobo, Its President

Reading: August 19, 2024

Motion:

Second:



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: August 19, 2024

SUBJECT: Resolution Authorizing the Mayor to execute an agreement with Lloyd's Insurance for Stop-Loss Insurance

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Joseph Rose

Approved By: Joseph Rose

Summary:

The City of Northport purchases stop-loss insurance coverage to protect itself from paying catastrophic health claims for any covered individual who has claims above the specific deductible. The City of Northport's HR Department, through Cobbs-Allen, has accepted quotes from stop-loss insurance providers and has received a quote from Lloyd's Insurance which was for the lowest premium. Purchasing stop-loss insurance at the lowest possible cost is in the best interest of the citizens of Northport.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

GL Code No. 42-26-000-52510 Amount: \$423,679.00

Motion for Consideration:

I moved the adoption of resolution authorizing the Mayor to enter into an agreement with Lloyd's Insurance through Cobbs-Allen for stop-loss insurance.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT WITH LLOYD'S INSURANCE THROUGH COBBS ALLEN
FOR STOP-LOSS INSURANCE**

WHEREAS, the City of Northport provides self-funded health insurance coverage for its employees and retirees; and

WHEREAS, the City of Northport purchases stop-loss insurance coverage, with a \$125,000 specific deductible to protect itself from paying catastrophic health claims for any covered individual who has claims above the specific deductible; and

WHEREAS, Cobbs Allen represents the City as an agent and consultant for obtaining stop loss insurance renewal; and

WHEREAS, the Human Resources Department through Cobbs Allen, accepted quotes from stop-loss insurance providers and received a quote from Lloyd's Insurance Company. that was for the lowest premium; and

WHEREAS, the City Council for the City of Northport, Alabama, is of the opinion that purchasing stop loss insurance at the lowest possible cost is in the best interest of the citizens of the City of Northport, Alabama.

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

1. That the Mayor be, and he is, hereby authorized to execute on behalf of the City of Northport, Alabama, an agreement with the Lloyd's Insurance Company, attached hereto as Exhibit "A" and incorporated herein by references as if fully set out herein verbatim.

RESOLVED 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

Reading: August 19th, 2024
Motion By:
Second By:

EXHIBIT “A”



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: August 19, 2024

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

PRESENTATIONS

Mayor Hinton presented a proclamation to Tuskaloosa Lawn Equipment recognizing them as Business of the Month.

APPROVAL OF AGENDA

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to approve the agenda for August 5, 2024, **as printed. Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

VISITORS TO ADDRESS COUNCIL

There were no visitors to address council.

UNFINISHED BUSINESS

Motion by Pro Tem Washington, **Second** by Councilman Aiken to adopt **Ordinance 2230 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. **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 Pro Tem Washington, **Ordinance Ordering Demolition of an Unsafe Structure Located at 921 10th Street.** 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.

First Reading offered by President Bobo, **Ordinance Authorizing the City Administrator to Enter into a Franchise Agreement with Comcast of Alabama, LLC.** 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.

First Reading offered by President Bobo, **Ordinance Authorizing the City Administrator to Enter into a Franchise Agreement with DIRECTV, LLC.** 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.

First Reading offered by Pro Tem Washington, **Ordinance Correcting Effective Date of Compensation Adjustment for Future Mayor and Council.** 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.

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 24-122 Authorizing Water Service Outside the City Limits for Property Located at 14200 Bone Camp Road**. 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. **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 Councilwoman Dykes to adopt **Resolution 24-123 authorizing the City Administrator to enter into a Cooperative Agreement with Tuscaloosa County for Public Infrastructure Repair, Rehabilitation, and Construction**. 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. **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 President Bobo, **Second** by Councilman Wiggins to adopt **Resolution 24-124 Authorizing an Application to the Alabama Forestry Commission's Urban and Community Forestry Tree Planting Assistance Grant**. 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. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

CONSENT AGENDA

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to **approve the Consent Agenda** as printed for the **August 5, 2024, Council Meeting:**

1. Minutes, July 15, 2024, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, 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.
4. Purchase Requisition, Alabama League of Municipalities, Membership Dues September 1, 2024 - August 31, 2025, \$10,851.00.
5. Purchase Requisition, Repairs to Engine 3, \$6,023.67 to Southland Transportation Group.
6. Purchase Requisition, West Alabama Regional Commission, Redistricting Assistance \$5,000.00.
7. Purchase Requisition, Utilities Employee Boots, Ervin's Workwear & Boots, \$7,068.60.
8. Purchase Requisition, 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. 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 up to \$14,000.00, which includes shipping.

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 was **one** Public Hearing items on the agenda for the **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.
 - i. President Bobo opened the floor for item 11.b.1.
 - ii. There were no speakers for item 11.b.1.
 - iii. President Bobo closed the floor for item 11.b.1.

Motion by Pro Tem Washington, Second by Councilman Wiggins to adopt **Resolution 24-125 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. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**
- C. There was **one** Public Hearing item on the agenda for the **Planning & Inspection Department**.
 - 1. **Second Reading**, Ordinance Ordering Demolition of an Unsafe Structure located at 4709 Highway 69 North.
 - i. President Bobo opened the floor for item 11.c.1.
 - ii. Austin Marcum 5970 Watermelon Road. Request 60 - 90-day extension. He has contract to purchase property that is set to close in 60 days.
 - iii. President Bobo closed the floor for item 11.c.1.

Motion by Councilman Wiggins, **Second** by Councilman Aiken to **TABLE** Ordinance Ordering Demolition of an Unsafe Structure located at 4709 Highway 69 North **until the November 18, 2024 council 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.**
- 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

City Attorney, Ron Davis, advised council that there is active and pending litigation involving University Beach and they should not discuss or comment at this time.

MAYOR AND COUNCIL MEMBER’S BUSINESS

Mayor Hinton – Remind citizens of senior programs that are available through Focus at the Northport Community Center.

President Bobo, District 1 – Motion by President Bobo, Second by Councilman Wiggins, to hold the September Council Meetings on Monday, September 9th, 2023, at 5:30 pm and Monday, September 23rd at 5:30 pm due to the observance of Labor Day.

Pro Tem Washington, District 2 – No official business to discuss for District 2.

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

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

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

Motion by Councilwoman Dykes, **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 5:51 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 19, 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 8/1/2024 - 8/14/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Bridgio Cervantes	INV0022737	08/08/2024	Building Permit Refund - CUP...	75.00
Bridgio Cervantes	INV0022737	08/08/2024	Building Permit Refund - CUP...	64.80
Bridgio Cervantes	INV0022737	08/08/2024	Building Permit Refund - CUP...	25.00
Alabama Infusion Services LLC	INV0022739	08/08/2024	Business License Overpayment..	4,081.80
Jennifer Eatmon	INV0022726	08/08/2024	Claim	100.00
Chrystal Mostella	INV0022727	08/08/2024	NPCC Security Deposit Refund...	100.00
				4,446.60

Department: 13 - Mayor & City Council

Verizon	9969779625	08/08/2024	aCCT 423469999-00001	49.43
Huntington Place Elementary ...	INV0022760	08/08/2024	Admin - dist Dev Funds	500.00
Flatwoods Elementary School	INV0022761	08/08/2024	Admin - dist Dev Funds	250.00
Tuscaloosa County High School	INV0022754	08/08/2024	Fishing Team	250.00
Tuscaloosa County High School	INV0022759	08/08/2024	Fishing Team	250.00

Department 13 - Mayor & City Council Total: 1,299.43

Department: 15 - Administrative

U.S. Postal Service	INV0022738	08/08/2024	Postage by Phone	21.76
Alabama League of Municipalit..	INV0022752	08/08/2024	Alabama League of Municipalit..	10,851.00
Cintas	4199639039	08/08/2024	PAYER # 14385499	26.19
Verizon	9969779625	08/08/2024	aCCT 423469999-00001	140.53
Stericycle Inc.	8007854480	08/08/2024	Payer 1000280675	137.51
Comcast Cable	INV0022740	08/08/2024	2001 Park ST 8396 90 014 032...	257.90
Cintas	4200365023	08/08/2024	PAYER # 14385499	26.19
Chamber of Commerce of We...	72565	08/08/2024	Chamber Education & Workfo...	895.00
Lowe's Home Centers Inc.	78944	08/08/2024	CH - trap primers for men's re...	66.87
Express Employment Professi...	31095948	08/08/2024	Temp Admin Kendra Jacobs	1,044.00
Amazon Capital Services	1JHV-KMPK-C4F6	08/08/2024	Office Supplies and Table Clot...	532.63
Chamber of Commerce of We...	72639	08/08/2024	chamber state of the economy	400.00
Amazon Capital Services	174K-GC6G-KFK6	08/08/2024	CH - plastic runners to cover c...	233.92
Cintas	4201075782	08/08/2024	Payer # 14385499	26.19
Regions Bank	INV0022734	08/08/2024	2016 GF Series - August 2024	79,212.50
Regions Bank	INV0022735	08/08/2024	2021 B Warrants - August 2024	37,068.21
Herbert Petty	INV0022755	08/08/2024	Groove & Grub Entertainment...	600.00
Zachary Guffey	INV0022756	08/08/2024	Groove & Grub Entertainment...	600.00
Presto Thomas The Maestro	INV0022757	08/08/2024	Groove & Grub Entertainment...	200.00
Justin Wagner	INV0022758	08/08/2024	Groove & Grub Entertainment...	100.00

Department 15 - Administrative Total: 132,440.40

Department: 16 - Legal

U.S. Postal Service	INV0022738	08/08/2024	Postage by Phone	56.34
Law Office of Benjamin Jay St...	20994	08/08/2024	Outsourced Legal - NRDA	850.00
Verizon	9969779625	08/08/2024	aCCT 423469999-00001	48.73
Law Office of Benjamin Jay St...	20995	08/08/2024	Outsourced Legal - NRDA	3,675.00
Northport Gazette The	INV0022750	08/08/2024	Legal Adv-Public Hearing 8-5-...	51.10
Ron Davis	INV0022751	08/08/2024	Ron reimbursement-training	85.30
CivicPlus LLC	311467	08/08/2024	Municode Annual Supplemen...	2,798.25
Ron Davis	INV0022762	08/08/2024	Ron reimbursement-Logo shir...	509.48

Department 16 - Legal Total: 8,074.20

Department: 17 - Municipal Court

U.S. Postal Service	INV0022738	08/08/2024	Postage by Phone	96.64
Villa International	0104887-IN	08/08/2024	Office Chairs	2,878.60
A T & T Mobility	287288439796X08062024	08/08/2024	Acct 287288439796	47.01
Michael Eidson Attorney at L...	INV0022710	08/08/2024	July 2024	667.72
Andrew J Clay Law Firm	INV0022711	08/08/2024	July 2024	3,747.16
District Attorney Restitution R...	INV0022720	08/08/2024	July 2024	89.55

Expense Approval Report

Payment Dates: 8/1/2024 - 8/14/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
The Parsons Firm PC	INV0022722	08/08/2024	July 2024	1,804.10
State Judicial Administration F...	INV0022712	08/08/2024	July 2024	4,344.02
The Citizenship Trust Fund	INV0022713	08/08/2024	July 2024	491.00
Presiding Circuit Judges' Judici...	INV0022714	08/08/2024	July 2024	1,077.74
Circuit Clerk's Judicial Adminis...	INV0022715	08/08/2024	July 2024	1,073.24
Alabama Peace Officer's Annui...	INV0022716	08/08/2024	July 2024	2,204.44
Alabama Crime Victims Comp...	INV0022717	08/08/2024	July 2024	1,184.00
Solicitor's Fund	INV0022718	08/08/2024	July 2024	7,329.90
Alabama Impaired Driving Pre...	INV0022719	08/08/2024	July 2024	35.00
Janie Lee Mangeri Smith	INV0022728	08/08/2024	Special Prosecutor 7/31/24	625.00
Christopher Edward Allen	INV0022729	08/08/2024	Special Judge 7/22 7/24 7/25 ...	3,500.00
Catalis Court & Land Records L...	INV308322318	08/08/2024	Monthly Court Software - Aug...	5,822.96
Alabama Comptroller's Office	INV0022721	08/08/2024	July 2024	26,194.46
Cira L. Woolbright	INV0022753	08/08/2024	TRANSLATOR	120.00

Department 17 - Municipal Court Total: **63,332.54**

Department: 22 - Information Technology

Verizon	9969779625	08/08/2024	aCCT 423469999-00001	98.74
A T & T Mobility	287288439796X08062024	08/08/2024	Acct 287288439796	104.26
Xerox Corporation	IN2896943`	08/08/2024	Per Copy Charge 6/29-7/28/24	656.20
CivicPlus LLC	311203	08/08/2024	IT - Monsido Software renewal	2,500.00
Vision Security Technologies	56619	08/08/2024	COUNCIL 6/3/24- Capital Proj...	167,414.03
Peerless Network	56356	08/08/2024	CITYOFNO8441	2,621.58
Peerless Network	56482	08/08/2024	CITYOFNO4051	427.79
New Horizons Communication...	C109138	08/08/2024	CORP-779914	114.02
Spectrum Business	INV0022725	08/08/2024	4900 Mitt Lary Rd 8314 10 234..	184.67
Building Specialties Co. Inc.	71234791	08/08/2024	IT - Rekeying doors	800.00
Building Specialties Co. Inc.	71234791b	08/08/2024	IT - Rekey Server Doors	175.00
Verizon	INV0022746	08/08/2024	IT - WS Inspector iPad - Eng	1,399.99
Amazon Capital Services	11M7-D19W-7K9Ka	08/08/2024	IT - Flat Power cords for new ...	49.95
Amazon Capital Services	11M7-D19W-7K9Kb	08/08/2024	IT - 2 Flat Power Cables for PW..	49.98

Department 22 - Information Technology Total: **176,596.21**

Department: 25 - Finance

U.S. Postal Service	INV0022738	08/08/2024	Postage by Phone	229.76
U.S. Postal Service	INV0022738	08/08/2024	Postage by Phone	213.60
A-1 Alabama Key & Locksmith ...	2000695	08/08/2024	City of Northport Finance-Safe...	95.00

Department 25 - Finance Total: **538.36**

Department: 26 - Human Resources

U.S. Postal Service	INV0022738	08/08/2024	Postage by Phone	74.51
Business Supply & Printing	5850	08/08/2024	Regular #10 Envelopes	54.00

Department 26 - Human Resources Total: **128.51**

Department: 28 - Planning & Inspections

U.S. Postal Service	INV0022738	08/08/2024	Postage by Phone	1,171.60
Verizon	9969779625	08/08/2024	aCCT 423469999-00001	268.58
A T & T Mobility	287288439796X08062024	08/08/2024	Acct 287288439796	46.62
Northport Gazette The	INV0022748	08/08/2024	Public Notice ZBA August 2024	75.60
Northport Gazette The	INV0022749	08/08/2024	Public Notice PZC August 2024	80.15

Department 28 - Planning & Inspections Total: **1,642.55**

Department: 32 - Engineering

U.S. Postal Service	INV0022738	08/08/2024	Postage by Phone	10.96
Verizon	9969779625	08/08/2024	aCCT 423469999-00001	218.19
Logo Station	1600	08/08/2024	WS Inspector Uniform Logo	42.00
Verizon	INV0022747	08/08/2024	WS Inspector - iPhone	49.99

Department 32 - Engineering Total: **321.14**

Department: 33 - Police

U.S. Postal Service	INV0022738	08/08/2024	Postage by Phone	34.71
Walmart	INV0022765	08/08/2024	Supplies for Teen Academy	36.72
Tuscaloosa County Commission	0457	08/08/2024	June Decedent Transport	1,680.00
Verizon	9969779625	08/08/2024	aCCT 423469999-00001	40.01

Expense Approval Report

Payment Dates: 8/1/2024 - 8/14/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Mobile Communications Amer...	688000545-1	08/08/2024	PD Patrol Car - check siren and..	166.25
A T & T Mobility	287288439796X08062024	08/08/2024	Acct 287288439796	3,240.67
Glass Doctor	2-120316	08/08/2024	PD #0499 - replace windshield	504.00
Paint Spot	N0304881	08/08/2024	PD - supplies to paint shift c...	186.67
Northport Auto Supply Co. Inc.	100869976	08/08/2024	PD #431 - front brakes	279.25
Spire	INV0022741	08/08/2024	3721 26th Ave 1177523333	23.92
Alabama Dept of Revenue - M...	INV0022764	08/08/2024	Tag for enclosed trailer	24.25
Chamber of Commerce of We...	72611	08/08/2024	Leadership Tuscaloosa - A. Hi...	1,295.00
City of Tuscaloosa	7678	08/08/2024	Lease of server space for Spill...	3,750.00
Northport Auto Supply Co. Inc.	100871903	08/08/2024	PD #4082 - battery	183.54
Northport Auto Supply Co. Inc.	100874187	08/08/2024	PD #444 - new battery	171.73
Department 33 - Police Total:				11,616.72

Department: 35 - Fire

Mobile Communications Amer...	651002646-2	08/08/2024	Handheld Radio Repairs	850.00
Southland International Trucks..	03IC351105	08/08/2024	*AGENDA* Engine 3 Repairs	6,023.67
Henry Schein Inc.	99352673	08/08/2024	Medical Supplies Restock	1.79
Henry Schein Inc.	99554464	08/08/2024	Medical Supplies Restock	1,010.76
Henry Schein Inc.	99554464	08/08/2024	Medical Supplies Restock	793.94
A T & T Mobility	287288439796X08062024	08/08/2024	Acct 287288439796	500.15
Sunbelt Fire Inc.	00015993	08/08/2024	FD Engine #6 - AC compressor	1,981.99
Snider Tire Inc.	1124130	08/08/2024	FD Engine T-22 (ladder) #0372 ..	2,774.50
Spire	INV0022742	08/08/2024	1101 MLK Blvd 5305862222	75.40
Spire	INV0022743	08/08/2024	5410 Hwy 69N 843944444	138.50
DCH Regional Medical Center	INV0022763	08/08/2024	Drug box refill	78.00
DCH Regional Medical Center	INV0022763	08/08/2024	Drug box refill	77.35
Glass Doctor	2-120412	08/08/2024	Fire #0375 - replace chipped w..	455.00
One Source Office Products LLC	OE-QT-6663-2	08/08/2024	Monthly Station Supplies - St. 1	65.46
Galls LLC	028671679	08/08/2024	Shipping	1.50
Galls LLC	028671679	08/08/2024	Rigger Belts	53.80
Central Alabama Training Solut..	17047265	08/08/2024	Hose	2,366.00
Ferno Washington Inc	941931	08/08/2024	Spring for stair chair - Rescue 4	342.55
Alabama Fire College	8883a	08/08/2024	Fire Officer II - Hunter Duncan	265.00
Alabama Fire College	8883b	08/08/2024	Fire Officer II - Chris Johnson	265.00
Alabama Fire College	8883c	08/08/2024	Fire Officer II - Jordan Jones	265.00
Department 35 - Fire Total:				18,385.36

Department: 37 - Public Works

Snider Tire Inc.	9928353	07/03/2024	CREDIT	-300.00
Snider Tire Inc.	9928353	07/03/2024	CREDIT	-300.00
Snider Tire Inc.	9977897	07/03/2024	CREDIT	-250.00
Snider Tire Inc.	9977897	07/03/2024	CREDIT	-250.00
Snider Tire Inc.	10010561	07/03/2024	CREDITS REC'D	138.50
Snider Tire Inc.	10010561	07/03/2024	CREDITS REC'D	138.50
Snider Tire Inc.	1080853	07/03/2024	CREDIT	-200.00
Snider Tire Inc.	1080853	07/03/2024	CREDIT	-200.00
ABC Fire Equipment Inc.	082615	08/08/2024	PW - annual fire extinguisher i...	2,145.41
Video Industrial Services Inc.	48731	08/08/2024	5/6/24 COUNCIL ITEM 9.c.11 -...	13,750.00
Moundville Metal Works Inc	184541	08/08/2024	PW mower #800a - hub adapt...	655.87
ST Bunn Construction Co. Inc.	14670	08/08/2024	Construction - Blanket asphalt...	110.84
Ingram Equipment Company L...	P07795	08/08/2024	PW #6115 & #9487 - boom up...	1,228.80
Pearce Trucking Inc.	24477	08/08/2024	PW Construction - 825B Crush...	2,515.66
Pearce Trucking Inc.	24478	08/08/2024	PW Construction - #57 Stone (...)	2,685.60
Tim Mixon	INV0022766	08/08/2024	Reimbursement - class A com...	66.25
CDW Government LLC	SK77928	08/08/2024	Fiber Connectivity Equipment	611.72
W.W. Williams	072W20487	08/08/2024	COUNCIL 9.c.5 (7/1/24) - PW ...	10,464.83
ST Bunn Construction Co. Inc.	14751	08/08/2024	Construction - Blanket asphalt...	36.29
ST Bunn Construction Co. Inc.	14751B	08/08/2024	Construction - blanket for asp...	94.11
Verizon	9969779625	08/08/2024	aCCT 423469999-00001	744.67
Ervin's Workwear & Boots	INV-5497	08/08/2024	PW uniform order - pants for ...	143.96
Ervin's Workwear & Boots	INV-5498	08/08/2024	PW uniform order - pants for ...	143.96
Ervin's Workwear & Boots	INV-5500	08/08/2024	PW uniform order - pants for ...	143.96

Expense Approval Report

Payment Dates: 8/1/2024 - 8/14/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Ervin's Workwear & Boots	INV-5501	08/08/2024	PW uniform order - pants for ...	143.96
Ervin's Workwear & Boots	INV-5502	08/08/2024	PW uniform order - pants for ...	143.96
Ervin's Workwear & Boots	INV-5503	08/08/2024	PW uniform order - pants for ...	143.96
Tractor Supply	360813	08/08/2024	PW Asphalt Truck - propane (b...	70.02
Lowe's Home Centers Inc.	80552	08/08/2024	PW supplies - vehicle cleaning ...	18.92
Lowe's Home Centers Inc.	80552	08/08/2024	PW supplies - vehicle cleaning ...	10.41
Lowe's Home Centers Inc.	80552	08/08/2024	PW supplies - vehicle cleaning ...	10.41
Ready Mix USA LLC	9450474823	08/08/2024	Construction - concrete for re...	312.60
Southern Pipe & Supply	9904830-00	08/08/2024	Construction supplies - straw, ...	506.30
Ervin's Workwear & Boots	INV-5537	08/08/2024	PW uniform order - pants for ...	143.96
Waste Connections of Alabam...	1416	08/08/2024	Acct 6085-1018	22,620.00
ST Bunn Construction Co. Inc.	14765	08/08/2024	Construction - blanket for asp...	378.16
Lowe's Home Centers Inc.	82349	08/08/2024	Beautification supplies - blank...	44.91
Lowe's Home Centers Inc.	82896	08/08/2024	Construction - lumber to repai...	283.92
One Source Office Products LLC	OE-QT-6638-1	08/08/2024	Janitorial Stock - monthly CH s...	662.24
One Source Office Products LLC	OE-QT-6639-1	08/08/2024	Janitorial Stock - monthly PW ...	305.15
One Source Office Products LLC	OE-QT-6641-1	08/08/2024	Janitorial Stock - monthly UT s...	236.30
Ingram Equipment Company L...	P07998	08/08/2024	PW #4189 - sight glass	67.94
Amason & Associates Inc	PW Renovation & Addition Inv...	08/08/2024	Public Works Building Addition..	194,600.83
Wittichen Supply Co. Inc.	S104524326.001	08/08/2024	PW Building - parts for ice ma...	92.74
Black Warrior Solid Waste	20240801-0235-10050	08/08/2024	Acct 34	27,554.24
J & J Telephone Inc.	72638RJ	08/08/2024	Telephone Fiber	4,940.04
Amazon Capital Services	1XHQ-H9DG-CG1P	08/08/2024	Janitorial supplies for WTP - ...	10.90
Alabama Power Company	INV0022724	08/08/2024	1622 McFarland Blvd Traffic/C...	129.68
Sequel Electrical Supply	S3957118.001	08/08/2024	PW Inventory Office - new LED..	180.28
Amazon Capital Services	1KTK-PVKN-H7GN	08/08/2024	PW - Padlocks for employee lo...	714.60
Amazon Capital Services	1WRJ-LJX7-KLNN	08/08/2024	Garbage personal safety suppl...	391.87
W.W. Williams	072P36270	08/08/2024	Credit PO 24-3440	-3,600.00
Northport Auto Supply Co. Inc.	100872814	08/08/2024	PW #800A & stock - air filters	116.36
Industrial Coatings and Servic...	3890	08/08/2024	PW - coating for new building ...	450.00
Ready Mix USA LLC	9450504225	08/08/2024	Construction - concrete for re...	183.90
Ervin's Workwear & Boots	INV-5574	08/08/2024	PW uniform order - pants for ...	143.96
Amazon Capital Services	13RL-NFPY-1GFW	08/08/2024	PW - gatorade powder mix (st...	10.73
Amazon Capital Services	13RL-NFPY-1GFW	08/08/2024	PW - gatorade powder mix (st...	21.46
Amazon Capital Services	13RL-NFPY-1GFW	08/08/2024	PW - gatorade powder mix (st...	24.50
Amazon Capital Services	13RL-NFPY-1GFW	08/08/2024	PW - gatorade powder mix (st...	16.84
Amazon Capital Services	13RL-NFPY-1GFW	08/08/2024	PW - gatorade powder mix (st...	32.16
Amazon Capital Services	13RL-NFPY-1GFW	08/08/2024	PW - gatorade powder mix (st...	7.63
Amazon Capital Services	13RL-NFPY-1GFW	08/08/2024	PW - gatorade powder mix (st...	16.84
Amazon Capital Services	13RL-NFPY-1GFW	08/08/2024	PW - gatorade powder mix (st...	4.60
Amazon Capital Services	13RL-NFPY-1GFW	08/08/2024	PW - gatorade powder mix (st...	18.37
Cintas	4201070993	08/08/2024	Payer # 14353601	28.90
Lowe's Home Centers Inc.	70880	08/08/2024	BLANKET - construction suppli...	28.48
Lowe's Home Centers Inc.	71241	08/08/2024	PW personal safety supplies -...	3.32
Lowe's Home Centers Inc.	71241	08/08/2024	PW personal safety supplies -...	5.22
Lowe's Home Centers Inc.	71241	08/08/2024	PW personal safety supplies -...	8.54
Lowe's Home Centers Inc.	71241	08/08/2024	PW personal safety supplies -...	3.80
Lowe's Home Centers Inc.	71241	08/08/2024	PW personal safety supplies -...	8.55
Lowe's Home Centers Inc.	71241	08/08/2024	PW personal safety supplies -...	1.89
Lowe's Home Centers Inc.	71241	08/08/2024	PW personal safety supplies -...	8.07
Lowe's Home Centers Inc.	71241	08/08/2024	PW personal safety supplies -...	1.42
Lowe's Home Centers Inc.	71241	08/08/2024	PW personal safety supplies -...	6.65
Amazon Capital Services	1JHV-X33C-7MXV	08/08/2024	PW Janitorial supplies - cart fo...	189.97
Ervin's Workwear & Boots	220000096244	08/07/2024	Return PO 24-3624	-107.97
One Source Office Products LLC	OE-QT-6677-1	08/08/2024	Janitorial Stock - monthly PW ...	370.09
One Source Office Products LLC	OE-QT-6678-1	08/08/2024	Janitorial Stock - monthly CH s...	489.24
One Source Office Products LLC	OE-QT-6679-1	08/08/2024	Janitorial Stock - monthly PD s...	446.79
One Source Office Products LLC	OE-QT-6681-1	08/08/2024	Janitorial Stock - monthly UT...	145.46
One Source Office Products LLC	OE-QT-6682-1	08/08/2024	Janitorial Stock - monthly UT...	145.46
Department 37 - Public Works Total:				288,268.46

Expense Approval Report

Payment Dates: 8/1/2024 - 8/14/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Department: 39 - Utilities				
U.S. Postal Service	INV0022738	08/08/2024	Postage by Phone	26.31
U.S. Postal Service	INV0022738	08/08/2024	Postage by Phone	123.70
Empire Pipe and Supply Comp...	2149518	07/18/2024	PO 24-1485 Credit Rec'd	508.20
Empire Pipe and Supply Comp...	2153172	08/08/2024	Valve Boxes	93.59
Empire Pipe and Supply Comp...	2150957	07/18/2024	Credit PO 24-1485	-508.20
Empire Pipe and Supply Comp...	2154834	07/03/2024	CREDIT REC'D	316.33
Pace Analytical LLC	2420438251	08/08/2024	AGENDA (10/2/23) - Testing fo...	1,393.90
Empire Pipe and Supply Comp...	2157510	07/03/2024	CREDIT	-316.33
Snider Tire Inc.	1123091	07/18/2024	Backhoe #9433 Front Tires	578.16
Ferguson Enterprises LLC	1545389	08/08/2024	10"x10" RC Coupling for Sinkh...	242.20
Espym Scogin & Cain PC	93040	08/08/2024	Legal Fee - Condemnation of ...	190.00
Verizon	9969779625	08/08/2024	aCCT 423469999-00001	790.08
CDW Government LLC	SL66729	08/08/2024	Adobe License for Utilities Ins...	84.10
Jackson Thornton & Co. P.C.	138124	08/08/2024	Council Approved - Cost of Ser...	10,000.00
Xerox Corporation	IN2896943`	08/08/2024	Per Copy Charge 6/29-7/28/24	15.66
Xerox Corporation	IN2896943`	08/08/2024	Per Copy Charge 6/29-7/28/24	97.88
Xerox Corporation	IN2896943`	08/08/2024	Per Copy Charge 6/29-7/28/24	2.02
Spectrum Business	0026538073024	08/08/2024	11405 Lary Lake Rd 8314 102 ...	89.99
Tuskaloosa Lawn Equipment L...	258527	08/08/2024	Weed Eater String	30.00
Lowe's Home Centers Inc.	79795	08/08/2024	Blanket - Misc. Supplies for W...	11.34
Cassady Company Inc The	Proj 20-135 Inv 35	08/08/2024	TOD #1 - Hwy 82 Pump Station	2,525.00
Cassady Company Inc The	Proj 20-141 Inv 20	08/08/2024	Council Approved - Hydraulic...	525.00
Cassady Company Inc The	Proj 21-139 Inv 15	08/08/2024	Hwy 69/Martin Rd. Design TO...	2,100.00
Cassady Company Inc The	Proj 23-106 Inv 10	08/08/2024	Council Approved - Lead Servi...	10,405.13
Cassady Company Inc The	Proj 23-131 Inv 5	08/08/2024	Applewood Drive Project	10,860.53
Alabama 811	0724024	08/08/2024	Blanket - Monthly Locate Fees	389.32
Amazon Capital Services	1JRQ-WR6V-7V4F	08/08/2024	Gojo Pumice Hand Cleaner	23.14
High Cotton	2160	08/08/2024	Monthly Billing	7,450.61
Empire Pipe and Supply Comp...	2160844	08/08/2024	Blue Marking Paint	59.88
Pace Analytical LLC	2420440962	08/08/2024	AGENDA (10/2/23) - Testing fo...	2,192.40
John Plott Company Inc.	WWTP Solids Handling Improv...	08/08/2024	Council Approved - WWTP Sol...	345,895.01
Black Warrior Solid Waste	20240801-0235-10051	08/08/2024	Acct 35	1,161.92
Cintas	4200646261	08/08/2024	Payer # 14385521	183.71
Business Supply & Printing	5849	08/08/2024	Door Hangers	783.00
Verizon	6200000055060	08/08/2024	UT - GPS	467.75
New Horizons Communication...	C109138	08/08/2024	CORP-779914	101.03
G & C Supply Co. Inc.	6957534	08/08/2024	Blue Marking Paint	218.40
Ander's Hardware Co. Inc.	N1247587	08/08/2024	Blanket - Misc. Main. Material...	111.96
Empire Pipe and Supply Comp...	2158445	08/08/2024	Council Approved 5/8" Water...	10,164.00
Amazon Capital Services	1V7T-WW6Q-MJML	08/08/2024	iPhone Case	39.99
Amazon Capital Services	1V7T-WW6Q-MJML	08/08/2024	Screen Protector	9.99
Amazon Capital Services	1V7T-WW6Q-MJML	08/08/2024	Chargers	19.98
Amazon Capital Services	1V7T-WW6Q-MJML	08/08/2024	Keyboard	21.97
Parts Town LLC	2103189842	08/08/2024	Ice Machine Repair	186.76
Vicky H Rickman	24-000327	08/08/2024	CCR Report	575.00
USA BlueBook	INV00443074	08/08/2024	Safety Supplies for WTP	341.87
Cintas	4201075879	08/08/2024	Payer # 14385564	98.08
Cintas	4201076185	08/08/2024	Payer # 14385434	394.85
Southern Pipe & Supply	9944572-00	08/08/2024	2" Gate Valve w/ Square Nut	770.00
Brenntag MidSouth Inc.	BMS731010	08/08/2024	Council Approved - Sodium H...	10,349.43
USA BlueBook	INV00444499	08/08/2024	Safety Equipment & Supplies f...	384.89
USA BlueBook	INV00444499	08/08/2024	Safety Equipment & Supplies f...	53.07
USA BlueBook	INV00444499	08/08/2024	Safety Equipment & Supplies f...	75.30
USA BlueBook	INV00444499	08/08/2024	Safety Equipment & Supplies f...	238.95
USA BlueBook	INV00444499	08/08/2024	Safety Equipment & Supplies f...	57.95
USA BlueBook	INV00444499	08/08/2024	Safety Equipment & Supplies f...	904.75
USA BlueBook	INV00444499	08/08/2024	Safety Equipment & Supplies f...	59.25
USA BlueBook	INV00444534	08/08/2024	Safety Supplies for WTP	97.90
USA BlueBook	INV00444888	08/08/2024	Safety Equipment & Supplies f...	223.90

Expense Approval Report

Payment Dates: 8/1/2024 - 8/14/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Regions Bank	INV0022730	08/08/2024	2021 A Warrants	99,178.33
Regions Bank	INV0022731	08/08/2024	2021 A Warrants - August 2024	11,019.81
Regions Bank	INV0022732	08/08/2024	2016 WS Series - August 2024	23,804.17
Lavender Inc	Sanitary Sewer Improv Inv 1	08/08/2024	Applewood Sewer Const. - Lav...	159,105.70
Department 39 - Utilities Total:				717,398.61
Department: 40 - Williamson Cemetery				
HudCo Landscape and Irrigati...	00056	08/08/2024	Williamson Cemetery - month...	2,222.22
Department 40 - Williamson Cemetery Total:				2,222.22
Department: 41 - Outside Agency Funding				
Tuscaloosa County Emergency...	CN FY24-3	08/08/2024	EMA Expenses FY24 Q3	17,847.03
Department 41 - Outside Agency Funding Total:				17,847.03
Department: 45 - 2019 Additional Sales Tax				
Cassady Company Inc The	Proj 23-140 Inv 6	08/08/2024	Storm Sewer Rehab (Flatwood...	1,750.00
One Source Office Products LLC	OE-QT-6640-1	08/08/2024	Janitorial Stock - monthly NPC...	136.99
Regions Bank	INV0022733	08/08/2024	2023 GF Series - August 2024	231,450.63
One Source Office Products LLC	OE-QT-6683-1	08/08/2024	Janitorial Stock - monthly NPC...	354.84
Department 45 - 2019 Additional Sales Tax Total:				233,692.46
Grand Total:				1,678,250.80

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	960,852.19
50 - WATER & SEWER FUND	706,378.80
51 - WATER & SEWER DEVELOPMENT FEES FUND	11,019.81
Grand Total:	1,678,250.80

Account Summary

Account Number	Account Name	Payment Amount
01-13-101-50245	Development Funds - Dis...	250.00
01-13-102-50245	Development Funds - Dis...	250.00
01-13-104-50245	Development Funds - Dis...	750.00
01-13-110-50312	Cell Phones	49.43
01-15-000-50000	Salaries & Wages	1,044.00
01-15-000-50100	Dues	12,146.00
01-15-000-50102	Postage	21.76
01-15-000-50105	Office Supplies	532.63
01-15-000-50175	Sundry Expense	137.51
01-15-000-50250	Community Events	1,500.00
01-15-000-50312	Cell Phones	140.53
01-15-000-50357	Janitorial Contracts - City...	78.57
01-15-000-50383	Repair - Facilities	300.79
01-15-000-50570	Northport Community C...	257.90
01-15-600-70008	Series 2016 Warrants	79,212.50
01-15-600-70010	Series 2021 B Warrants	37,068.21
01-16-000-50102	Postage	56.34
01-16-000-50112	Advertising	51.10
01-16-000-50216	Codification of Ordinanc...	2,798.25
01-16-000-50247	Outsourced Legal Servic...	4,525.00
01-16-000-50289	Non-Uniform Shirts and ...	509.48
01-16-000-50312	Cell Phones	48.73
01-16-000-50400	Training	85.30
01-17-000-50102	Postage	96.64
01-17-000-50107	Office Furniture	2,878.60
01-17-000-50127	Software - License & Ma...	5,822.96
01-17-000-50223	Translator Expenses	120.00
01-17-000-50312	Cell Phones	47.01
01-17-000-50373	Judicial Services - Court ...	4,125.00
01-17-000-50499	State & County Court Co...	50,242.33
01-21007	Security Deposits	200.00
01-22-000-50106	Office Equipment	656.20
01-22-000-50108	Equipment - Computers...	1,399.99
01-22-000-50109	Equipment - Routers & S...	99.93
01-22-000-50111	Software - License & Ma...	2,500.00
01-22-000-50312	Cell Phones	203.00
01-22-000-50348	Utilities - Internet	3,348.06
01-22-000-50366	Maintenance & Repair	975.00
01-22-600-80000	Equipment	167,414.03
01-25-000-50102	Postage	443.36
01-25-000-50175	Sundry Expense	95.00
01-26-000-50102	Postage	74.51
01-26-000-50105	Office Supplies	54.00
01-28-000-50102	Postage - Admin	1,171.60
01-28-000-50312	Cell Phones	315.20
01-28-116-50112	Advertising - Planning C...	80.15
01-28-117-50112	Advertising - ZBA	75.60
01-32-000-50102	Postage	10.96
01-32-000-50106	Office Equipment	49.99
01-32-000-50283	Uniforms	42.00

Account Summary

Account Number	Account Name	Payment Amount
01-32-000-50312	Cell Phones	218.19
01-33-000-50102	Postage	34.71
01-33-000-50111	Software - License & Ma...	3,750.00
01-33-000-50312	Cell Phones	3,280.68
01-33-000-50367	Maintenance & Repair - ...	1,329.02
01-33-000-50382	Repair - Public Safety C...	186.67
01-33-000-50398	Community Services	36.72
01-33-000-50402	Training - Departmental	1,295.00
01-33-000-50515	Decedent Transport	1,680.00
01-33-000-50522	Utilities - Natural Gas	23.92
01-35-210-50262	Hose and Hose Equipme...	2,366.00
01-35-210-50288	Uniform Accessories	55.30
01-35-210-50312	Cell Phones	500.15
01-35-210-50402	Training - Departmental	795.00
01-35-210-50410	Maintenance & Repair - ...	10,780.16
01-35-210-50412	Maintenance & Repair - ...	850.00
01-35-210-50413	Maintenance & Repair - ...	455.00
01-35-210-50520	Utilities - Natural Gas	213.90
01-35-211-50434	Janitorial Supplies - Stati...	65.46
01-35-221-50242	Medical Supplies - Engin...	1,088.76
01-35-223-50242	Medical Supplies - Rescue	873.08
01-35-224-50227	Equipment - Rescue 4	342.55
01-37-310-50261	Contract Shirts & Pants	1,072.61
01-37-310-50277	Janitorial Supplies	865.21
01-37-310-50303	Cleaning/Janitorial Suppl...	538.12
01-37-310-50312	Cell Phones	744.67
01-37-310-50337	Cleaning/Janitorial Suppl...	446.79
01-37-310-50356	Cleaning/Janitorial Suppl...	1,151.48
01-37-310-50375	Miscellaneous Drainage ...	13,750.00
01-37-310-50377	Supplies & Equipment - ...	18.92
01-37-310-50400	Training	66.25
01-37-310-50451	Solid Waste Authority C...	27,554.24
01-37-310-50458	Landfill - Advanced Disp...	22,620.00
01-37-310-50503	Power - Traffic Signals	129.68
01-37-311-50234	Supplies - Beautification	44.91
01-37-311-50238	Personal Safety Supplies ...	14.05
01-37-312-50234	Supplies - Construction	7,216.29
01-37-312-50238	Personal Safety Supplies ...	26.68
01-37-313-50238	Personal Safety Supplies ...	424.91
01-37-314-50238	Personal Safety Supplies ...	20.64
01-37-315-50234	Supplies - Rights of Way	10.41
01-37-315-50238	Personal Safety Supplies ...	40.71
01-37-316-50238	Personal Safety Supplies ...	9.52
01-37-317-50238	Personal Safety Supplies ...	24.91
01-37-318-50360	Maintenance - Public W...	2,325.69
01-37-318-50380	Repairs - Public Works B...	807.34
01-37-320-50360	Maintenance - Garbage ...	-611.50
01-37-320-50380	Repairs - Garbage Trucks	6,932.77
01-37-323-50360	Maintenance - Trash Tru...	-611.50
01-37-323-50380	Repairs - Trash Trucks	1,228.80
01-37-326-50360	Maintenance - Mowers ...	116.36
01-37-326-50380	Repairs - Mowers & Light..	655.87
01-37-328-50238	Personal Safety Supplies ...	6.02
01-37-331-50238	Personal Safety Supplies...	25.02
01-37-600-80006	Public Works Building R...	200,602.59
01-40000	Business License	4,081.80
01-40-000-50360	Maintenance - Williams...	2,222.22
01-40003	Building Permits	75.00

Account Summary

Account Number	Account Name	Payment Amount
01-40241	Reimbursements - Plann...	64.80
01-40242	Reimbursements - Plann...	25.00
01-41-000-50812	EMA Annual Funding	17,847.03
01-45-000-54007	Series 2023 Warrants	231,450.63
01-45-000-54305	Storm Sewer Rehab/Rep...	1,750.00
01-45-000-54403	NPCC	491.83
50-39-510-50102	Postage	26.31
50-39-510-50104	Printing & Duplication	783.00
50-39-510-50106	Office Equipment	15.66
50-39-510-50111	Software - License & Ma...	84.10
50-39-510-50261	Contract Shirts and Pants	676.64
50-39-510-50305	Contract Services	389.32
50-39-510-50312	Cell Phones	860.04
50-39-510-50360	Maintenance	186.76
50-39-510-50376	Service Contracts	467.75
50-39-510-50386	Cleaning Supplies	23.14
50-39-510-50394	Repairs - Heavy Equipm...	578.16
50-39-510-50590	Utilities - Other	191.02
50-39-511-50102	Postage	123.70
50-39-511-50106	Office Equipment	97.88
50-39-511-50470	Billing Services	7,450.61
50-39-512-50106	Office Equipment	2.02
50-39-512-50214	Professional Engineering...	525.00
50-39-512-50321	Safety Equipment	439.77
50-39-512-50336	Repairs	11.34
50-39-512-50454	Testing & Professional S...	1,968.90
50-39-513-50108	Equipment - Computers...	21.97
50-39-513-50238	Safety Supplies	513.26
50-39-513-50300	Chemicals	10,349.43
50-39-513-50321	Safety Equipment	1,484.80
50-39-513-50323	Sludge Disposal	1,161.92
50-39-513-50336	Repairs	93.59
50-39-513-50360	Maintenance	111.96
50-39-513-50454	Testing & Professional S...	2,192.40
50-39-514-50431	Construction & Repair S...	770.00
50-39-514-50473	Inventory Supplies	218.40
50-39-514-50477	Water Meters	10,164.00
50-39-515-50473	Inventory Supplies	272.20
50-39-600-70008	Series 2016 Warrants	23,804.17
50-39-600-70010	Series 2021 A Warrants	99,178.33
50-39-600-81309	Sewer Expansion - Hwy ...	2,100.00
50-39-600-81408	Lead Service Line Invent...	10,465.01
50-39-600-81508	PS#2 Gravity Main/New...	2,715.00
50-39-600-81515	Cost of Service Study	10,000.00
50-39-600-81601	ARPA WWTP - Sludge Pr...	345,895.01
50-39-600-81701	Applewood Drive Project	169,966.23
51-39-600-70010	Series 2021 A Warrants	11,019.81
Grand Total:		1,678,250.80

Project Account Summary

Project Account Key	Payment Amount
None	1,678,250.80
Grand Total:	1,678,250.80



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: August 19, 2024

SUBJECT: Purchase Requisition, Replacement Pump for Airport Pump Station, Hydra Service, Inc., \$18,350.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The requisition to Hydra Service, Inc., in the amount of \$18,350.00.00, is for the purchase of a pump for Airport Pump Station located at 6800 5th Street. One of the existing pumps at this station has reached its useful life and must be replaced to continue normal operations at the pump station.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-515-50389 Amount: \$18,350.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$18,350.00 to Hydra Service, Inc.



Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

P.O. Box 365, 2104 Hwy 160, Warrior AL 35180
Telephone (205) 647-5326 Fax (205) 647-7449

TO:	Cynthia Davis City of Northport	FROM:	John Warren
		PHONE:	205-308-5357
PHONE:	205-210-1449	DATE:	08/05/24
EMAIL:	cdavis@cityofnorthport.org	QUOTE:	0824-110
REF:	Airport Station		

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE EA</u>	<u>TOTAL PRICE</u>
1	Sulzer XFP150G-CB1.6 PE185/4 submersible pump • 25hp 230v 3ph PE3a frame • 49' of Cable • 6-7 wks ARO		
1	Pump Flange adapter • Old pump will be required		
1	Installation		
TOTAL PRICE:			\$18,350.00

Note: The material quoted is the best interpretation of the items provided for this project, and the customer shall review to ensure no additional items are needed.

The quote is good for 30 days unless otherwise noted. All material is subject to the engineer's final approval of submittal if required. Price is plus any taxes. Delivery, labor, and start-up are not included unless otherwise noted on the quote. Not included: any applicable taxes, installation costs, wetwell, valves, concrete work, foundation or pole for control panel, electrical connections, offloading, intermediate guide rail brackets, unless otherwise noted. No retainage is allowed.

John Warren
REVIEWED BY HSI REPRESENTATIVE

August 5, 2024
DATE OF REVIEW

PURCHASER SIGNATURE

DATE ACCEPTED



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: August 19, 2024

SUBJECT: Purchase Requisition, Replacement BOD Incubator for WWTP, USA BlueBook, \$6,864.35

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The attached purchase requisition to USA BlueBook, in the amount of \$6,864.35, is for a replacement BOD (Biochemical Oxygen Demand) Incubator for the Wastewater Treatment Plant. This incubator is used for testing that is required by ADEM. The current incubator has reached its useful lifespan and needs to be replaced in order to continue normal operations at the plant.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50360 Amount: \$6,864.35

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6,864.35 to USA BlueBook.

www.usabluebook.com
 FAX: (847) 689-3030
 TOLL FREE : (800) 548-1234
 F.E.I.N : 75-2007383

QUOTE

USE THIS QUOTE# **QUOT1090910-2** ON PO's!

DATE	8/2/2024
QUOTE	QUOT1090910-2
ACCOUNT NUMBER	81608
QUOTED TO	Terry West
QUOTED BY	Desean
PAGE NUMBER	1 of 1

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NORTHPORT, CITY OF
 NO DELIVERIES AFTER 3PM*
 3950 3RD ST S
 NORTHPORT, AL 35476-4753
 USA

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NORTHPORT CITY OF
 3500 McFarland Blvd
 Northport, AL 35476
 USA

CUSTOMER PO #	EXPIRES	SALES PERSON	TERMS	SHIP FROM	SHIP VIA
Quote	8/30/2024	Antonio	Net 30 days	IL	FDXFRTPRY

ITEM #	DESCRIPTION	QTY	U/M	PRICE	EXTENSION
91624	PlantPRO BOD Incubator 19.3 cu ft, 300 Bottles	1	ea	\$6,649.05	\$6,649.05

MERCHANDISE	MISCELLANEOUS	FREIGHT	TAX	TOTAL
\$6,649.05	\$ 0.00	\$ 215.30	\$0.00	\$6,864.35

Authorized Signature

PO (If Required)

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

This quote and all sales by HD Supply Facilities Maintenance, LTD. d/b/a USABlueBook shall be governed exclusively by the Terms & Conditions available at usabluebook.com/termsconditions

TO ORDER:For your convenience, you may simply sign and return via email to customerservice@usabluebook.com. We will process your order promptly and email a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department at (800) 548-1234. Please note any changes to the quantities or shipping address.

Thanks for choosing USABlueBook.



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: August 19, 2024

SUBJECT: Purchase Requisition, City Hall Roof Resurfacing; Advanced Roofing Solutions, \$88,720.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The upper rear section of the roof at City Hall has broken its seal, and the surfacing material has become soaked with water. Water has penetrated the concrete underlayment below the surfacing and is causing significant damage to the interior of the building. Several other attempts at fixing this problem have only worked temporarily. This area of the roof needs to be resurfaced to prevent further damage and expense. Attached is an estimate and scope of work from Advanced Roofing Solutions to remove the current surfacing and install new surfacing. We are respectfully requesting your approval to have Advanced Roofing Solutions complete this project for \$86,220.00, which includes material, labor, and equipment. We are also requesting an additional \$2,500.00 in contingent funds to use only if Advanced Roofing Solutions finds there is plywood that needs to be removed and replaced once the surface is removed.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 16-15-600-80003 Amount: \$88,720.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$88,720.00 to Advanced Roofing Solutions.

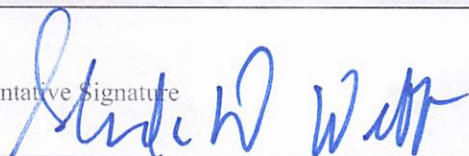


DATE
08/02/2024

Project Information
Northport City Hall
3500 McFarland Blvd
Northport, AL 35476

Description: Remove and Replace High Roof +/- 4940 sf
Supply and Install a Duro-Last 60 mil smooth PVC Membrane System with a 20y NDL Warranty
Membrane, Insulation and Coverboard
Remove the existing roof system in its entirety down to the existing concrete deck
3" Min. Start 1/8" Tapered ISO, 1/4" Coverboard, and 60mil Duro-Tuff Membrane all to be Fully Adhered
Installation
60 mil Duro-Tuff Smooth Membrane - White (Fully Adhered)
Coverboard and Insulation to be Fully Adhered w/ Low Rise Foam per manufactures specifications.
Edge Metal, Drainage and Flashing
2pc Compression Edge Metal w/Cleat on 3 sides and membrane to terminate into existing gutters.
All membrane terminations will be per manufactures specifications.
Accessories
Pipe Stacks, Terminations and Flashings included per specifications and manufacturer warranty requirements
All debris will be cleaned up and hauled off.
Included
1. Material, Labor and Equipment to perform items included in this proposal
2. 20y NDL Warranty
3. One Mobilization
4. Owner must allow adequate access from rear ally and allow dumpsters along this side of the building. One section will need to be blocked off during construction.
Exclusions
1. Moisture Scan 2. Additional Mobilizations 3. Anything not explicitly stated above.
Unit Price 1 - Remove and Replace deteriorated plywood at the parapet wall - \$25.00 sf
*If necessary, this could cost up to an additional \$2,500.00.

Options	1.30x60 Walk Pads supplied and installed - \$105.00 each		
Proposal adheres to 3- part specifications provided by Northport City Hall and labeled Auditorium Roof			
		Total	\$ 86,220.00
Please contact Shane Hoggle, SPM at shoggle@bondconstruction.biz , if you have any questions.			
Estimate good for 30 days.			

Owner Representative Signature  Date 8/8/24

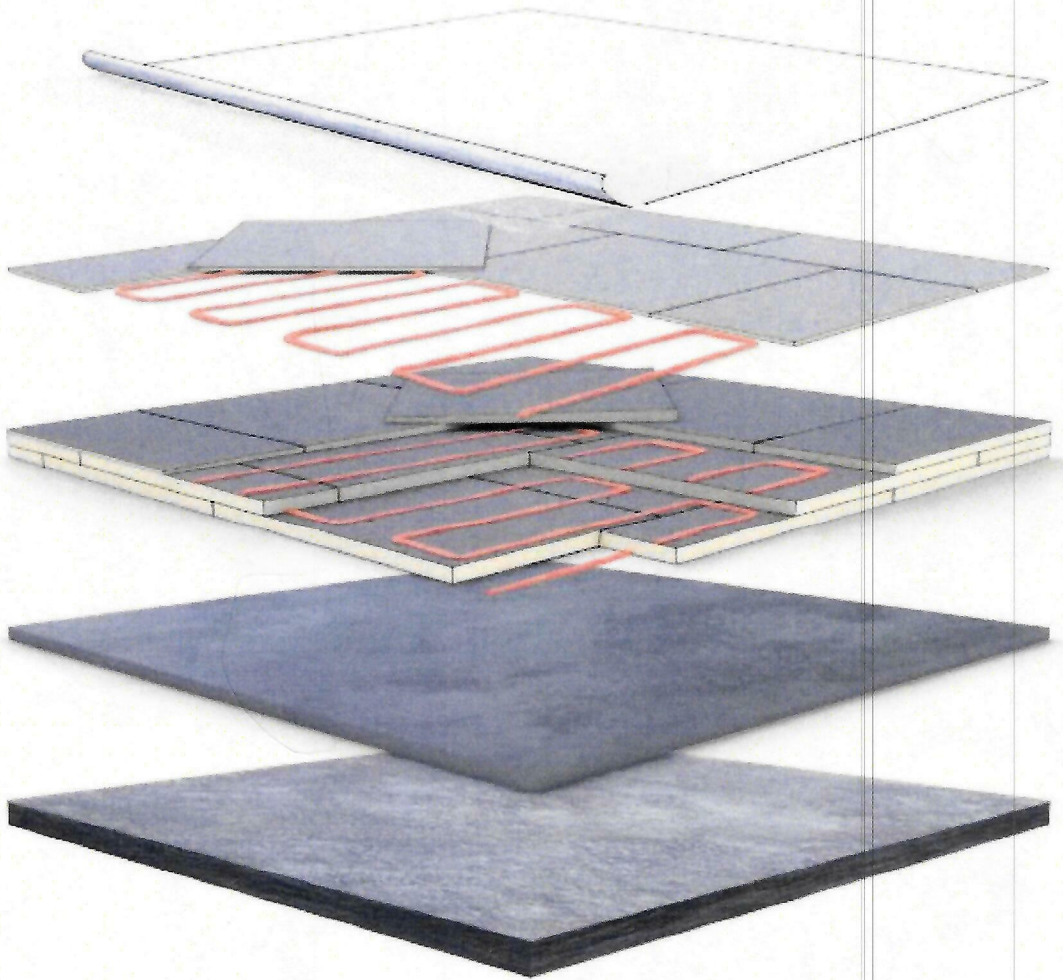
Print Name Shane H Hoggle

3-part Specification

Northport City Hall

AUDITORIUM ROOM

3500 McFarland Blvd
Northport, AL 35476



PART 1 GENERAL

1.1 SCOPE OF WORK

1. Contractor to tear off and remove the existing Gravel Built Up roof system and insulation down to the Concrete Deck. The contractor shall give a unit price for damaged concrete decking replacement and wood nailers.
2. Contractor shall install a new 3" min start Poly ISO Insulation with 1/8" taper slope adhered with low rise foam adhesive to the Concrete Deck single slope to the gutter to the manufacture's specifications.
3. Contractor to install a 1/4" Prime Dexcell Coverboard adhered with low rise foam adhesive to spec.
4. Contractor shall furnish and install a new white 60 MIL Duro-Tuff Roofing system (Basis of Design) fully adhered with Solvent Spray Adhesive to the manufactures specifications.
5. Install new 24-gauge kynar finish two-piece compression edge metal to spec at the front and rake edges. Color and size to be chosen by the owner.
6. Install vinyl coated metal drip edge at the gutter location.
7. Contractor to provide a unit price to cut open and replace any damaged plywood at the EPDM south parapet wall of the main Built-Up roof area. Strip in new EPDM over these areas to spec.
8. Install pre-manufactured flashings on all roof penetrations as specified by roof membrane manufacturer.
9. All penetrations shall extend a minimum 8" above finished roof system.
10. Contractor must install the roofing system and dispose of all debris in accordance with all local, state, and federal regulations.
11. After the installation is complete, a Duro-Last Quality Technical Representative shall inspect the visible details of the roofing system for acceptability of warranty issuance. Any deficiencies shall be corrected by the Contractor and made ready for re-inspection within five (5) working days. Upon acceptance, the 20-year NDL Duro-Last Roofing warranty shall be promptly issued.

1.2 SUMMARY

- A. Membrane Type: PVC thermoplastic membrane
 - 1. Roll Width: 120" (Installed widths may vary)
 - 2. Membrane Color: White
 - 3. Attachment Type: Adhered
 - 4. Adhesive: Duro-Last Solvent-Grip® Spray Adhesive [Spray Applied]
- B. Cover Board Type: Fiberglass-Faced Roof Board 1/4-Inch
 - 1. Attachment Type: Adhered
 - 2. Adhesive: Low-Rise Foam Insulation Adhesive [Ribbon Adhered]
- C. Insulation Assembly Type: Polyisocyanurate Board Insulation
 - 1. Board Application: Tapered
 - 2. Board Style: Min. Assembly Thickness
 - 3. Board Size: 4' x 4'
 - 4. Thickness/R-Value: 3.5"
 - 5. Slope: 1/8"
 - 6. Attachment Type: Adhered
 - 7. Adhesive: Low-Rise Foam Insulation Adhesive [Ribbon Adhered]
- D. Existing Roof Type: BUR
 - 1. Existing Roof Thickness: 3.5"
 - 2. Core Samples: Yes
 - 3. Attachment Type: Adhered
- E. Deck Type: Structural Concrete Deck
- F. Prefabricated flashings, corners, parapets, stacks, vents, and related details.
- G. Fasteners, adhesives, and other accessories required for a complete roofing installation.
- H. Traffic Protection.

1.2 REFERENCES

- A. ASTM INTERNATIONAL (ASTM)
 - 1. (2019) Standard Test Methods for Coated Fabrics (D751)
 - 2. (2021) Standard Specification for Poly(Vinyl Chloride) Sheet Roofing (D4434/D4434M)
 - 3. (2022) Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board (C1289)
 - 4. (2020) Standard Test Methods for Fire Tests of Roof Coverings (E108)
 - 5. (2020) Standard Test Methods for Fire Tests of Building Construction and Materials (E119)

B. UL SOLUTIONS (UL)

1. (2021) UL Roofing Systems (TGFU.R10128)

C. AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)

1. (2007) Minimum Design Loads for Buildings And Other Structures (ASCE Standard - ASCE/SEI 7-05)
2. (2014) Minimum Design Loads for Buildings and Other Structures (ASCE Standard - ASCE/SEI 7-10)
3. (2017) Minimum Design Loads and Associated Criteria for Buildings and Other Structures (ASCE Standard - ASCE/SEI 7-16)

D. NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA)

1. (2019) NRCA Roofing Manual - Membrane Systems

1.3 SYSTEM DESCRIPTION

A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.

B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.

C. Sustainability:

1. Conform to NSF/ANSI Standard 347, "Sustainability Assessment for Single-Ply Roofing Membranes. Minimum certification level: Gold.
2. Type III product-specific Environmental Product Declaration.
3. Membrane is recyclable at end of use.

D. Physical Properties (must meet or exceed):

1. Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D4434.
2. Thickness: 60 mil, nominal, in accordance with ASTM D751.
3. Thickness over Scrim: ≥ 31 mil in accordance with ASTM D7635.
4. Breaking Strength: ≥ 437 lbf. (machine direction) and ≥ 304 lbf. (cross machine direction) in accordance with ASTM D751 Grab Method.
5. Elongation at Break: $\geq 29\%$ (machine direction) and $\geq 30\%$ (cross machine direction) in accordance with ASTM D751 Grab Method.
6. Seam Strength: ≥ 463 lbf. in accordance with ASTM D751 Grab Method.
7. Tear Strength: ≥ 78 lbf. (machine direction) and ≥ 190 lbf. (cross machine direction) in accordance with ASTM D751 Procedure B.
8. Low Temperature Bend: Pass at -40°F in accordance with ASTM D2136.

9. Heat Aging: Pass after being conditioned for 56 days in oven maintained at 176 °F in accordance with ASTM D3045.
 10. Accelerated Aging: Pass after 10,000 hours of total test time in accordance with ASTM G155.
 11. Dimensional Stability: Change of 0.30% (machine direction) and 0.10% (cross machine direction) in accordance with ASTM 1204.
 12. Water Absorption: < 2.29% at 158 °F for 168 hours in accordance with ASTM D570.
 13. Static Puncture Resistance: ≥ 33 lbf. in accordance with ASTM D5602.
 14. Dynamic Puncture Resistance: ≥ 14.7 ft-lbf. in accordance with ASTM D5635.
- E. Cool Roof Rating Council (CRRC) (Membrane must be listed on the CRRC website):
1. Solar Reflectance (Initial): ≥ 85%
 2. Solar Reflectance (3-Year Aged): ≥ 73%
 3. Thermal Emittance (Initial): ≥ 89%
 4. Thermal Emittance (3-Year Aged): ≥ 88%
 5. Solar Reflectance Index (SRI) (Initial): ≥ 108%
 6. Solar Reflectance Index (SRI) (3-Year Aged): ≥ 90%
- F. Insulation:
1. General Requirements
 - a. Install using a minimum of two layers.
 - b. Configuration as indicated on the drawings.
 2. Polyisocyanurate Board Insulation
 - a. Min. Assembly Thickness: 3"

1.4 SUBMITTALS

- A. Product data sheets to be used, with the following information included:
 1. Preparation instructions and recommendations
 2. Storage and handling requirements and recommendations
 3. Installation methods
 4. Maintenance requirements
- B. Sustainability Documentation:
 1. NSF/ANSI Standard 347 Certificate
 2. Type III product-specific Environmental Product Declaration
- C. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.
- D. Provide verification samples for each product specified (two samples representing each product, color and finish):
 1. 4-inch by 6-inch sample of roofing membrane, of color specified.
 2. 4-inch by 6-inch sample of walkway pad.

3. Termination bar, fascia bar with cover, drip edge, and gravel stop if to be used.
 4. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.
- E. Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- F. Manufacturer's warranties.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with manufacturer's installation instructions.
- B. Manufacturer Qualifications: A manufacturer specializing in the production of PVC membranes systems and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.
- C. Installer Qualifications: Company specializing in installation of roofing systems similar to those specified in this project and approved by the roofing system manufacturer.
- D. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.
- E. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code for roof assembly fire hazard, wind uplift, and cool roof requirements.
- B. Fire Hazard Requirements: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
1. Class B
 2. Fire-test-response standard: Comply with ASTM E108 for application and roof slopes indicated.
 3. Fire-Resistance Ratings: Comply with ASTM E119 for fire-resistance-rated roof assemblies of which roofing system is a part.
 4. Conform to applicable code for roof assembly fire hazard requirements.
- C. Wind Uplift Requirements: Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of ASCE/SEI 7, Minimum Design Loads and Associated Criteria for Buildings and Other Structures.
- D. Cool Roof Requirements: Conform to IECC (International Energy Conservation Code) and IGCC (International Green Construction Code) cool roof requirements.

1.7 PRE-INSTALLATION MEETING

- A. Convene meeting not less than one week before starting work of this section.
- B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following:
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 4. Review structural loading limitations of roof deck during and after roofing.
 - 5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 - 6. Review governing regulations and requirements for insurance and certificates if applicable.
 - 7. Review temporary protection requirements for roofing system during and after installation.
 - 8. Review roof observation and repair procedures after roofing installation.
 - 9. Review existing roof manufacturer's recycling program and return roofing system to the manufacturer for recycling.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.
- E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.9 WARRANTY

- A. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.
- B. Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition the warranty must meet the following criteria:
 - 1. Warranty Period: 20 years from date issued by the manufacturer.
 - 2. Must provide adequate or sufficient drainage.
 - 3. Issued direct from and serviced by the roof membrane manufacturer.
 - 4. Transferable for the full term of the warranty.
 - 5. Full system warranty to include all membrane, flashings, insulation , coverboard, adhesives, caulking, and perimeter edge metals.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. All roofing system components to be provided or approved by roof system manufacturer.
- B. Acceptable Manufacturers:
 - 1. Duro-Last Roofing- **Basis of Design**
 - 2. Sarnafil G410
 - 3. Fibertite XT

2.2 ROOFING SYSTEM COMPONENTS

- A. Roofing Membrane:
 - 1. Properties:
 - a. Type: PVC thermoplastic membrane
 - b. Roll Width: 120" (Installed widths may vary)
 - c. Membrane Color: White
 - d. Attachment Type: Adhered
 - e. Adhesive: Duro-Last Solvent-Grip® Spray Adhesive [Spray Applied]

2. Features:

- a. ASTM D4434, Type III
- b. Fabric-reinforced, PVC.
- c. Minimum NSF 347 Gold certified.

B. Cover Board:

1. Properties:

- a. Type: Fiberglass-Faced Roof Board 1/4-Inch
- b. Attachment Type: Adhered
- c. Adhesive: Low-Rise Foam Insulation Adhesive [Ribbon Adhered]

2. Features:

- a. Glass-mat facer with specially treated core
- b. Excellent fire, mold, and moisture resistance
- c. Manufactured to meet ASTM C1177

C. Insulation:

1. General Requirements

- a. Provide preformed roof insulation boards that comply with requirements and referenced standards, as selected from manufacturer's standard sizes.
- b. Provide preformed saddles, crickets, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.
- c. Provide roof insulation accessories approved by the roof membrane manufacturer and as recommended by insulation manufacturer for the intended use.

2. Component:

a. Properties:

- 1. Type: Polyisocyanurate Board Insulation
- 2. Board Application: Tapered
- 3. Size: 4' x 4'
- 4. Method: Min. Assembly Thickness: 3"
- 5. Slope: 1/8"
- 6. Attachment Type: Adhered
- 7. Adhesive: Low-Rise Foam Insulation Adhesive [Ribbon Adhered]

b. Features:

- 1. Closed-cell polyisocyanurate foam core insulation board.
- 2. Complying with ASTM C1289, Type II, felt or glass-fiber mat facer on both major surfaces.
- 3. Provide insulation adhesive for attaching insulation and/or insulation cover boards in conformance to specified design requirements.

D. Existing Roof:

1. Properties:

- a. Type: BUR
- b. Core Samples: Yes
- c. Attachment Type: Adhered

E. Deck Type:

1. Properties:

- a. Type: Structural Concrete Deck

F. Accessory Materials: Provide accessory materials supplied by or approved for use by roof system manufacturer:

- 1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing.
- 2. Prefab Flashings: Manufactured using standard reinforced PVC membrane.
 - a. Inside and Outside Corners
 - b. Stack Flashing
 - c. Curb Flashing
- 3. Fasteners: Factory-coated steel fasteners meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by roof system manufacturer.
 - a. Extra Heavy Duty Screw (#14)
- 4. Non Fleece Adhesives: Compatible with roofing system and supplied by roof system manufacturer.
 - a. Solvent-Based Spray Membrane Adhesive [Splatter Pattern]
- 5. Insulation Adhesives: Compatible with roofing system and supplied by roof system manufacturer.
 - a. Low-Rise Foam Insulation Adhesive [Ribbon Adhered]
- 6. Caulk: Compatible with roofing system and supplied by roof system manufacturer.
 - a. Caulk
- 7. Metal Termination: Supplied by roof system manufacturer.
 - a. Universal 2-Piece Edge Metal System
 - i. ANSI/SPRI ES-1 compliant with 3" to 8" base and cover.
 - b. Vinyl Coated Metal Drip Edge at gutter location.
- 8. Additional Components: Supplied by roof system manufacturer.
 - a. Walkway Pad

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.
- C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the deck surfaces are dry and free of standing water, ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set.
- F. If substrate preparation is the responsibility of another contractor, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.
- D. Tearing off Existing Single-Ply System:
 - 1. Remove existing single-ply membrane and return to the manufacturer for recycling.

3.3 INSTALLATION

- A. Insulation:
 - 1. General Requirements
 - a. Install insulation in accordance with the roof manufacturer's requirements.
 - b. Insulation shall be adequately supported to sustain normal foot traffic without damage.
 - c. Where field trimmed, insulation shall be fitted tightly around roof protrusions with no gaps greater than ¼ inch.
 - d. Tapered insulation boards shall be installed in accordance with the insulation manufacturer's shop drawings.
 - e. No more insulation shall be applied than can be covered with the roof membrane by the end of the day or the onset of inclement weather.
 - f. If more than one layer of insulation is used, all joints between subsequent layers shall be offset by at least 6 inches.
 - 2. Polyisocyanurate Board Insulation
 - a. Use only insulation adhesive acceptable to the roof manufacturer that meets applicable design requirements.

- b. Attach insulation boards with insulation adhesive in parallel courses with end joints staggered 50% and adjacent boards butted together with no gaps greater than ¼ inch

B. Cover Board:

1. General Requirements

- a. Install cover board in accordance with the roof manufacturer's requirements.

2. Fiberglass-Faced Roof Board 1/4-Inch

- a. Use only insulation adhesive acceptable to the roof manufacturer that meets applicable design requirements.
- b. Attach insulation boards with insulation adhesive in parallel courses with end joints staggered 50% and adjacent boards butted together with no gaps greater than ¼ inch

C. Roofing Membrane:

1. General Requirements

- a. Install membrane in accordance with the roof manufacturer's requirements.
- b. Cut membrane to fit neatly around all penetrations and roof projections.

2. PVC thermoplastic membrane

- a. Read the adhesive's Safety Data Sheet (SDS) prior to using the adhesive.
- b. Follow application guidelines outlined in the adhesive's Product Data Sheet.
- c. Inspect the surface of the deck/substrate. The deck/substrate must be clean, smooth, dry, and free of sharp edges, dust, contaminants, oil, grease, and loose, foreign material that may affect the installation of the roofing system and its performance.
- d. Unroll roofing membrane and position with a minimum 6-inch overlap.
- e. Fold the roof section back onto itself to expose half of the roof area to be covered by that section.
- f. Apply adhesive in front of the fold along its length. Apply at the required rate in smooth, even coatings without voids, globs, puddles or similar irregularities. Use care not to contaminate the area of the membrane where hot air welding will occur.
- g. Lift the top layer of membrane and, starting at the fold, use a stiff squeegee or broom to push the membrane into the adhesive.
- h. Repeat previous steps for the second half of the roof section.

D. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.

E. Check field welded seams for continuity and integrity and repair all imperfections by the end of each work day.

F. Flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.

1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
 - a. Do not apply flashing over existing thru-wall flashings or weep holes.
 - b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.
 - c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
 - d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).
2. Penetrations:
 - a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance with the membrane manufacturer's requirements.
 - b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
 - c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.
3. Pipe Clusters and Unusual Shapes:
 - a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.
 - b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.
 - c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.

G. Edge Details:

1. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements.
2. Join individual sections in accordance with the membrane manufacturer's requirements.
3. Coordinate installation of metal flashing and counter flashing.
4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies.

H. Walkways:

1. Install walkways in accordance with the membrane manufacturer's requirements.
2. Provide walkways where indicated on the Drawings.
3. Install walkway pads at roof hatches, access doors, rooftop ladders and all other traffic concentration points regardless of traffic frequency. Provided in areas

receiving regular traffic to service rooftop units or where a passageway over the surface is required.

4. Do not install walkways over flashings or field seams until manufacturer's warranty inspection has been completed.

I. Water Cut-Offs:

1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
2. Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
3. Remove water cut-offs prior to the resumption of work.
4. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

3.4 FIELD QUALITY CONTROL

- A. The membrane manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

3.5 PROTECTION

- A. Protect installed roofing products from construction operations until completion of project.
- B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.
- C. Repair or replace damaged products after work is completed.

END OF SECTION



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: August 19, 2024

SUBJECT: Purchase Requisition, Mixer with Motor for Aeration Basin #3 at Wastewater Treatment Plant, J.H. Wright & Associates, \$8,600.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By:

Approved By: John Webb

Summary:

The attached purchase requisition to J.H. Wright & Associates, in the amount of \$8,600.00, is for a new Wilo Mixer with Motor for the #3 Aeration Basin at the Wastewater Treatment Plant. This price includes freight and a standard warranty.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50360 Amount: \$8,600.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$8,600.00 to J.H. Wright & Associates.



J. H. WRIGHT & ASSOCIATES
P. O. BOX 1085
DAPHNE, AL
PHONE 888-655-7867 / 251-621-1491
FAX 251-621-8111

QUOTATION # MS0824-04 R1
DATE: 8/9/2024

PREPARED BY:
Martin Stap

TO:	<u>Cynthia Davis</u>	PROJECT:	<u>Wilo Mixer</u>
COMPANY:	<u>City of Northport Utilities</u>		
	<u>3521 3rd Street South</u>	LOCATION:	<u>City of Northport</u>
	<u>Northport, AL 35476</u>		<u>Wastewater Treatment Plant</u>
PHONE:	<u>2052101449</u>	ENGINEER:	<u>NA</u>
EMAIL:	<u>cdavis@cityofnorthport.org</u>	CONTACT:	<u>NA</u>
	<u>Net 30 Upon</u>		
CREDIT TERMS:	<u>Shipment</u>	SPECS PROVIDED VIA:	<u>Cynthia Davis</u>
DELIVERY:	<u>To Be Determined</u>	FREIGHT:	<u>Allowed/Delivered</u>

QUANTITY

DESCRIPTION

1

WILO USA, LLC. WASTEWATER MIXER/MOTOR
Wilo -EMU TR 60-2.30-4/8V
Motor: T17-4/8V (Ex), 3.4 HP, 460V, 3PH

TOTAL SELLING PRICE \$8,600

- Notes:**
1. Freight IS included in the pricing
 2. Manufacturer's standard mixer warranty of 4 years applies
 3. Sales tax will be added unless tax exemption documentation is provided to JHW
 5. No installation cost is included in total selling price

- | | |
|---|---|
| 1 | Due to today's highly volatile materials and labor market, pricing is guaranteed for only 30 days from the date of this quote. |
| 2 | Under no circumstances are "Retainage Fees" allowed. |
| 3 | All material is subject to the design engineer's final approval of submittals. |
| 4 | Our prices do not include any Federal, State or Local sales taxes. |
| 5 | All quotations are for material only and do not include any labor or installation unless otherwise noted. |
| 6 | Manufacturer's standard warranty applies to all products. |
| 7 | JHW standard terms and conditions apply (see attached). |
| 8 | Should the services of a collection agency, attorney, or other legal service become necessary for collection, purchaser shall assume responsibility for all expenses accrued in the collection process. |
| 9 | Any material held at JHW's warehouse will be invoiced based on customer's original required date and payment is due per the terms described in "Credit Terms" above. |

The undersigned agrees to, and has the authority to, bind purchaser to the terms and conditions and equipment above:

SIGNATURE: _____

DATE: _____



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: August 19, 2024

**SUBJECT: Purchase Requisition, Integration with OKTA for SMS Support, Carahsoft,
\$11,859.84**

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests requisition approval to Carahsoft for professional services for implementation, support, hosting, and licensing for Twillio and integration with OKTA for SMS Support. Requisition No. 244121.

Recommendation:

To approve this request.

Funding Source/GL Code:

GL Code No. 01-22-000-50210 Amount: \$11,859.84

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$11,859.84 to Carahsoft.

PRICE QUOTATION
CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Scott Murphy
IT Director
City of Northport
3500 McFarland Blvd
Northport, AL 35476 USA

FROM: Lauryn Harris
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: smurphy@cityofnorthport.org

EMAIL: Lauryn.Harris@carahsoft.com

PHONE: (205) 469-1356

PHONE: (571) 662-3889

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO: 49121858
QUOTE DATE: 08/02/2024
QUOTE EXPIRES: 09/02/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$11,859.84
TOTAL QUOTE: \$11,859.84

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1		Professional Services Implementation, Support, Hosting, and Licensing for Twilio and Integration with Okta for SMS Support. Tecnicos Consulting, Inc.		\$11,859.84	OM 1	\$11,859.84
SUBTOTAL:						\$11,859.84
TOTAL PRICE:						\$11,859.84
TOTAL QUOTE:						\$11,859.84

Terms & Conditions

Services to be renewed annually to include: Support, Hosting, and Licensing for Twilio for SMS Support with Okta



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: August 19, 2024

SUBJECT: Purchase Requisition, Metro Jail Bill 2nd Quarter - \$42,157.50

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

The purchase requisition REQ-244150 to Tuscaloosa County Commission in the amount of \$42,157.50 is for housing prisoners in the 2nd quarter.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 12-33-000-50233 Amount: \$42,157.50

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$42,157.50 to Tuscaloosa County Commission.

REA-244150

INVOICE

Tuscaloosa County Commission
PO Box 20113
Tuscaloosa, AL 35402

receivables@tuscco.com
(205) 464-8220



Bill to
CITY OF NORTHPORT
PO BOX 569
NORTHPORT, AL 35476

RECEIVED
JUL 15 2024

BY: _____

Invoice details

Invoice no.: 0422
Terms: Net 30
Invoice date: 07/10/2024
Due date: 08/09/2024

7/16
emailed
Summer
7/23

2nd

#	Date	Product or service	Description	SKU	Qty	Rate	Amount
1.	01/31/2024	Housing of Prisoners	INMATE HOUSING JAN 2024	100-5920	1	\$14,052.50	\$14,052.50
2.	02/29/2024	Housing of Prisoners	INMATE HOUSING FEB 2024	100-5920	1	\$14,052.50	\$14,052.50
3.	03/31/2024	Housing of Prisoners	INMATE HOUSING MAR 2024	100-5920	1	\$14,052.50	\$14,052.50
Total							\$42,157.50

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



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

AGENDA ITEM NO. 9.c.9.

MEETING DATE: August 19, 2024

SUBJECT: Purchase Requisition, Metro Jail 3rd Quarter - \$47,025.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

The purchase requisition REQ-244151 to Tuscaloosa County Commission in the amount of \$47,025.00 is for housing inmates in the 3rd Quarter.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 12-33-000-50233 Amount: \$47,025.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$47,025.00 to Tuscaloosa County Commission.

REC-244151

INVOICE

Tuscaloosa County Commission
PO Box 20113
Tuscaloosa, AL 35402

receivables@tuscco.com
(205) 464-8220



Bill to
CITY OF NORTHPORT
PO BOX 569
NORTHPORT, AL 35476

RECEIVED
JUL 22 2024

BY: _____
7/23 emailed Summer

Invoice details

Invoice no.: 0451
Terms: Net 30
Invoice date: 07/18/2024
Due date: 08/17/2024

3rd

#	Date	Product or service	Description	SKU	Qty	Rate	Amount
1.	04/30/2024	Housing of Prisoners	INMATE HOUSING APRIL 2024	100-5920	1	\$14,052.50	\$14,052.50
2.	05/31/2024	Housing of Prisoners	INMATE HOUSING MAY 2024	100-5920	1	\$14,052.50	\$14,052.50
3.	06/30/2024	Housing of Prisoners	INMATE HOUSING JUNE 2024	100-5920	1	\$18,920.00	\$18,920.00

Total

\$47,025.00

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



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

AGENDA ITEM NO. 11.c.1.

MEETING DATE: August 19, 2024

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

Unfinished Business: X

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

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

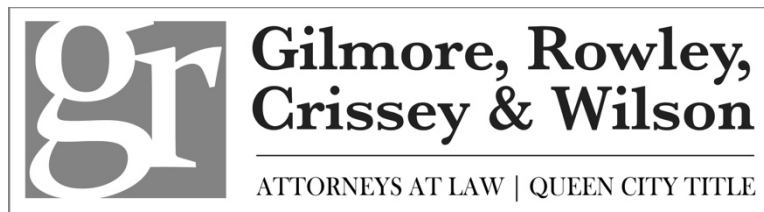
Funding Source/GL Code:

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

Motion for Consideration:

I make a motion to approve ordinance ordering demolition of an unsafe structure located at 921 10th Street.

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:

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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).

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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









































