

NORTHPORT CITY COUNCIL MEETING
MONDAY, OCTOBER 21, 2024
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- a. Proclamation to Crux Climbing for Business of the Month

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. Second Reading, Ordinance Adopting the 2025 General Fund Capital Budget - Darren McGee

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. First Reading, Resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 921 10th Street. - Julie Ramm
- 2. First Reading, Resolution Approving an Application Filed with the Council Seeking Authority to Incorporate a Public Corporation as a Capital Improvement Cooperative District. - Ron Davis

b. Resolutions of a Temporary Nature

- 1. Resolution Authorizing the Acceptance of a Proposal from Sport Court Modular Concepts, LLC - Tera Tubbs
- 2. Resolution Authorizing the City Administrator to Accept a Proposal from TTL for Northport Council Redistricting Descriptions - Tera Tubbs
- 3. Resolution Authorizing the City Administrator to Execute Change Order No. 1 with CivilCON, LLC for the River Run Park at Northport Shore - Site and Utility Package - Tera Tubbs
- 4. Resolution extending all appointment terms on applicable Boards and Committees to run concurrent with City Council Term - Ron Davis
- 5. Resolution Authorizing the City Administrator to Reallocate Funds with The Cassady Company for Sanitary Sewer Improvements at Applewood Drive Project - Tera Tubbs
- 6. Resolution Authorizing Water Service Outside the City Limits for Property Located at 13598 Bone Camp Road - Ron Davis
- 7. Resolution Authorizing the City Administrator to Reject the Current Low Bidder for Chip and Seal Roadway Work - Tera Tubbs
- 8. Resolution Authorizing the City Administrator to Execute a Contract with Central Alabama Asphalt Construction Co., LLC for Chip and Seal Roadway Work - Tera Tubbs

c. Consent Agenda

- 1. Minutes, October 7, 2024 - Glenda Webb
- 2. Bill Listing - Glenda Webb
- 3. Purchase Requisition, Engine 4 Repairs, \$5,388.78 - Chief Bart Marshall
- 4. Purchase Requisition, 2025 Bridge Inspections; Blake Galloway; \$9,250.00 - Tera Tubbs
- 5. Purchase Requisition, Utilities Department Employee Uniforms, Unifirst Uniform Services, \$33,000.00 - John Webb

- 6. Purchase Requisition, Abram's Demolition, 921 10th Street; \$9,500 - Julie Ramm
- 7. Purchase Requisition, Motorola Solutions for PD Radio Maintenance - \$18,416.75 - Gerald Burton
- 8. Purchase Requisition, Demographic and Psychographic data, Placer.ai, \$23,000.00 - Glenda Webb
- 9. Purchase Requisition, Three (3) 2024 Ford F-150 Pickup Trucks; Stivers Ford Lincoln of Montgomery, \$139,766.00 - Brooke Starnes
- 10. Purchase Requisition, RFID Readers for Police MDUs - \$5,292.50 - 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 Unsafe Structure Located at 5118 Azalea Trail - 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: October 21, 2024

SUBJECT: Second Reading, Ordinance Adopting the 2025 General Fund Capital Budget

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Kelly Homan

Approved By: Darren McGee

Summary:

This ordinance is to approve the FY2025 General Fund Capital Budget. This budget will be for a twelve (12) month period, from October 1, 2024 until September 30, 2025.

Recommendation:

It is recommended this ordinance be adopted.

Funding Source/GL Code:

Motion for Consideration:

I move the adoption of the ordinance adopting the fiscal year 2025 General Fund Budget.

ORDINANCE NO. 24-

ORDINANCE ADOPTING THE FY 2025 GENERAL FUND CAPITAL BUDGET

WHEREAS, Ordinance No. 687 requires the City Council of the City of Northport to adopt a budget for each fiscal year; and,

WHEREAS, said Ordinance requires that said budget encompass all funds for which operational or capital expenditures are made; and,

WHEREAS, said Ordinance requires that the adopted budget set forth all anticipated expenditures; and,

WHEREAS, said Ordinance requires that the budget be balanced.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama, that the budget attached hereto and incorporated herein by reference shall be and, hereby, is declared the General Fund Capital Budget for the City of Northport for the 2025 Fiscal year beginning October 01, 2024 and ending September 30, 2025.

RESOLVED AND DONE this 7th day of October 2024.

**THE CITY COUNCIL OF THE
CITY OF NORTHPORT**

**BY: _____
Christy Bobo, Its President**

ATTEST:

**Glenda D. Webb
City Administrator-Clerk**

Reading: October 7, 2024
Motion By:
Second By:

FISCAL YEAR 2025 CAPITAL PROJECTS REQUESTS			
Proposed Project	Department	General Fund Proposed	Notes
Tiger Park	Administration	\$ 200,000.00	
Tiger Field Fencing/Bleachers/Benches	Administration	\$ 161,000.00	Fencing Estimate (09.17.2024) = \$36,668.50
Heritage Museum Improvements	Administration	\$ 35,000.00	Cleaning = \$7,920; Fountain = \$2,000; Roofing = \$14,315; Sump Pump = \$170; Fencing; Landscaping
As-Needed Pavement Repairs	Engineering	\$ 100,000.00	
F-150 for Inspectors	Engineering	\$ 55,000.00	Replacement for Jeep that has lots of issues; used daily by inspectors
Pedestrian Improvements at Wildcat Drive and Rose Boulevard	Engineering	\$ 25,000.00	
Pickleball Court Mats	Engineering	\$ 50,000.00	
Pick-up Truck Replacement for Fire Admin	Fire	\$ 50,000.00	4dr, 4WD Truck; replacement; will surplus current Admin vehicle; Requested in 2023 and 2024
Security Improvements Phase II	IT	\$ 377,167.00	Includes cost of equipment and installation for remaining security improvements
City Wi-Fi Upgrade	IT	\$ 35,000.00	3 Year license renewal (\$25,000) due in FY2025 paid from IT operating; capital project will replace all access points and include 3 year license
(4) 2024 Ford Explorers - Patrol Units	Police	\$ 364,188.00	New vehicles. Price for vehicle includes all add-ons such as computer, interceptors, cradle points, etc.; Price for one is \$91,047.05
(3) F-150 Pickups	Public Works	\$ 165,000.00	Requested in 2024 (2 trucks); Replacement
Fuel System	Public Works	\$ 80,000.00	New
Traffic Gun Sprayer	Public Works	\$ 7,000.00	Replacement
Mosquito Sprayer	Public Works	\$ 20,000.00	Replacement
Corrugated Metal Pipe Rehab	Public Works	\$ 250,000.00	Will continue yearly phased replacement of CMP in Northport; replacement will deter the high cost of sinkhole repair
Historic Street Signs - Downtown	Public Works	\$ 26,000.00	
Total		\$ 2,000,355.00	



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

AGENDA ITEM NO. 9.a.1.

MEETING DATE: October 21, 2024

SUBJECT: First Reading, Resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 921 10th Street.

Unfinished Business:

Public Hearing:

New Business: X

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

Please find attached a proposed resolution fixing the cost of demolition and authorizing the filing of a lien for the property located at 921 10th Street. The demolition was done at the City's efforts and expense.

Recommendation:

To adopt the attached Resolution.

Funding Source/GL Code:

GL Code No. Amount: \$9,627.75

Motion for Consideration:

None are needed for a first reading.

RESOLUTION NO. 24 -

RESOLUTION FIXING THE COST OF DEMOLITION OF STRUCTURES AND AUTHORIZING THE FILING OF A LIEN

WHEREAS, the person(s) last assessing the real property located at 921 10th Street for state taxes is Tierce Memnon, III, the deed to said real property being recorded in Deed Book 2022, at Page 18367; and,

WHEREAS, the structure as located on said property in the City of Northport have been demolished by the City of Northport 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; and,

WHEREAS, the Building Inspector for the City of Northport has reported to the City Council that the cost of said demolition is \$9,500.00 and the cost of all legal advertising related thereto is \$ 127.75; and,

WHEREAS, the Alabama Code states that the cost of demolition and legal advertising shall constitute a special assessment against the lot upon which the structure was located and shall constitute a lien superior to all other liens except as provided by Sections 11-53B-5, Code of Alabama (1975), as amended.

NOW, THEREFORE, be it resolved by the City Council for the City of Northport, Alabama, as follows:

1. That the cost of all legal advertising and for the demolition of the structure(s) located at 921 10th Street, and the person(s) last assessing said property for state taxes being Tierce Memnon, III, as recorded at Deed Book 2022, at Page 18367, be, and it is hereby, fixed at \$9,627.75.

2. That this Resolution shall be published in accordance with the Alabama Code and the City Administrator/Clerk is authorized to file a certified copy of this Resolution in the office of the Probate Judge of Tuscaloosa County and the same shall constitute a lien in the amount of \$9627.75 against the property at Deed Book 2022, at Page 18367.

RESOLVED AND DONE this 21st day of October, 2024.

CITY COUNCIL OF THE CITY OF
NORTHPORT

By: _____
Christy Bobo
Its President

ATTEST:

Glenda Webb
Its City Administrator-Clerk

1st Reading: October 21, 2024

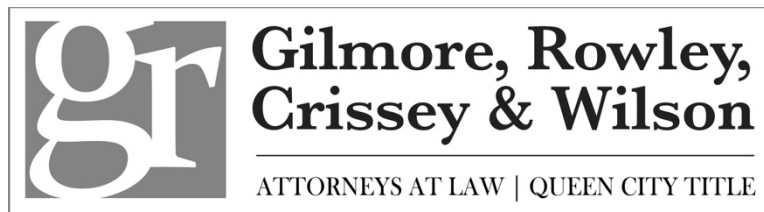
By: _____

2nd Reading: November 4, 2024

Motion By: _____

Second By: _____

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*)

Condemnation Order - Break Down
Project # 921 10th Street
Ordinance 2234

Contractor - Abram's Demolition	\$9,500.00
Legal Advertisement - Northport Gazette	\$113.74
Filing Fee	\$14.00
Total	<u>\$9,627.74</u>



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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: October 21, 2024

SUBJECT: First Reading, Resolution Approving an Application Filed with the Council Seeking Authority to Incorporate a Public Corporation as a Capital Improvement Cooperative District.

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

As anticipated in the Development Agreement the City entered into with University Beach, LLC, on February 20, 2024, the City has received a complete application to form a capital improvement cooperative district in accordance with the Code of Alabama. A cooperative district may charge reasonable user fees for the use of their projects to fund maintenance and operations or capital items related to the project. Per the Development Agreement, the cooperative district may only encompass the Project Area defined in the Development Agreement. The City is under a contractual obligation to cooperate in good faith with efforts to create this district.

Recommendation:

Offer the resolution for first reading

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to offer for a first reading this resolution approving an application filed with the Council seeking authority to incorporate a public corporation as a capital improvement cooperative district.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN APPLICATION FILED WITH THE COUNCIL
SEEKING AUTHORITY TO INCORPORATE A PUBLIC CORPORATION AS A
CAPITAL IMPROVEMENT COOPERATIVE DISTRICT**

WHEREAS, pursuant to the Project Development Agreement, dated February 20, 2024, by and between the City and University Beach, LLC, the City Council agreed to consider in good faith an application to form the Cooperative District contemplated herein;

WHEREAS, an application was filed with the City Council of the City of Northport, Alabama, the governing body of the City of Northport, Alabama, requesting authority to incorporate and organize a public corporation as a capital improvement cooperative district (the “District”) under the provisions of the statutes codified as Chapter 99B of Title 11 of the Code of Alabama (1975), as heretofore or hereafter amended or supplemented (the “Act”), which application is attached hereto as Exhibit A (the “Application”);

WHEREAS, the Act authorizes the formation of a capital improvement cooperative district in accordance with the provision of the Act;

WHEREAS, the Application was signed by three (3) natural persons (the “Applicants”), and each Applicant is a duly qualified elector of Northport, Alabama; and

WHEREAS, the City Council of the City of Northport, Alabama has duly reviewed the contents of the Application.

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

1. That it is wise, expedient, and necessary that the District be formed.
2. That the Applicants are authorized by the City Council to proceed to form the District by filing for record a certificate of incorporation in accordance with the provisions of Section 11-99B-4 of the Act, the form of which will include items of formation and documentation as they are completed in the future as depicted in Exhibit B attached hereto.

RESOLVED AND DONE THIS _____ DAY OF _____, 2024.

**CITY COUNCIL OF THE CITY OF
NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

APPROVED this the _____ day of _____ 2024.

John Hinton, Mayor

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

Glenda D. Webb, City Administrator

1st Reading: October 21, 2024
Motion By:
Second By:
2nd Reading:
Motion By:
Second By:
Publication:

**EXHIBIT A
TO RESOLUTION NO. _____**

**APPLICATION FOR INCORPORATION OF UNIVERSITY BEACH COOPERATIVE
DISTRICT OF THE CITY OF NORTHPORT**

**APPLICATION FOR INCORPORATION
OF
UNIVERSITY BEACH COOPERATIVE DISTRICT OF THE CITY OF NORTHPORT**

The undersigned (the “Applicants”) do hereby apply to the City Council of the City of Northport, Alabama and the Board of Directors of the University Beach Improvement District for authority to incorporate and organize a public corporation as a capital improvement cooperative district (the “District”) under the provisions of the statutes codified as Chapter 99B of Title 11 of the Code of Alabama (1975), as heretofore or hereafter amended or supplemented (the “Act”), and state the following:

1. The District proposes to facilitate the financing, acquisition, and construction of certain projects located within the city limits of the City of Northport, Alabama (“City of Northport”) and described more particularly on Exhibit A hereto (the “Projects”).

2. The areas in which the District proposes to acquire or construct the Projects are described on Exhibit B hereto.

3. The City of Northport and the University Beach Improvement District are the only proposed members of the District.

4. The District shall be governed by a Board of Directors which shall be comprised of three (3) directors. One (1) initial director and his or her successor shall be a duly qualified elector of the city of Northport and elected by the governing body of the City of Northport, and two (2) initial directors and their successors shall be duly qualified electors of the City of Northport and elected by the governing body of the University Beach Improvement District.

5. The proposed location of the principal office of the District is 3500 McFarland Blvd., Northport, Alabama 35476, which is within Tuscaloosa County, Alabama.

6. Each of the Applicants is a duly qualified elector of Northport, Alabama.

7. The Applicants do hereby request that the City Council of the City of Northport, Alabama and the Board of Directors of the University Beach Improvement District adopt a resolution declaring it is wise, expedient and necessary that the proposed District be formed and authorizing the Applicants to proceed to form the proposed District by filing for record a certificate of incorporation in accordance with the provisions of Section 11-99B-4 of the Act.

8. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, we have hereunto set our signatures this 8th day of October,
2024.



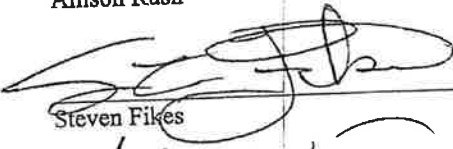
Allison Rush

Steven Fikes

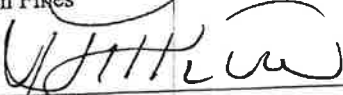
Shaferris Porter

2024 IN WITNESS WHEREOF, we have hereunto set our signatures this 8th day of October,

Allison Rush



Steven Fikes



Shaferris Porter

EXHIBIT A

**TO THE APPLICATION FOR INCORPORATION OF
UNIVERSITY BEACH COOPERATIVE DISTRICT OF THE CITY OF NORTHPORT**

Projects of the University Beach Cooperative District may include any and all portions of the project defined in the Project Development Agreement between University Beach, LLC and the City of Northport authorized by the City of Northport on February 20, 2024, in Resolution 24-37.

EXHIBIT B
TO THE APPLICATION FOR INCORPORATION OF
UNIVERSITY BEACH COOPERATIVE DISTRICT OF THE CITY OF NORTHPORT

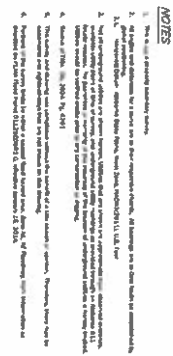
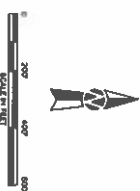
See attached description of the areas in which the District proposes to acquire or construct the Projects.

PARCEL 1

A parcel of land being that property currently owned by University Beach, LLC, as recorded in Deed Book 2024, Page 4261 and Deed Book 2024, Page 4266, being Tax Parcel ID's 31-03-08-2-001-005.001, 31-03-08-001-001.001 and 31-03-08-3-001-002.000, and being located in part of the Northwest Quarter and the North Half of the Southwest Quarter of Section 8, and part of the Southeast Quarter of the Northeast Quarter of Section 7, all being in Township 21 South, Range 10 West in Tuscaloosa County, Alabama containing 76.18 acres, more or less, and being more particularly described as follows:

As a POINT OF COMMENCEMENT, begin at the Southwest corner of the Northwest Quarter of said Section 8; thence run in an Easterly direction along the South boundary of said Northwest Quarter for a distance of 306.05 feet to a capped rebar found on the East Right of Way of Harper Road (a 40' Right of Way) and the POINT OF BEGINNING of the parcel herein described; thence run in an Easterly direction along said course for a distance of 824.25 feet to a capped rebar found; thence with an interior angle right of $251^{\circ}22'$, run in a Southerly direction along the East boundary of Lot 1 Brunos Inc. Subdivision as recorded in Plat Book 2005, Page 68 in the Tuscaloosa County Probate Office, for a distance of 376.85 feet to a point; thence with an interior angle right of $180^{\circ}00'$, run in a Southerly direction for a distance of 15.04 feet to a capped rebar found; thence with an interior angle right of $89^{\circ}58'$, run in a Easterly direction along the North Boundary of Lot 2 M & H Subdivision as recorded in Plat Book 1999, Page 73 in the Tuscaloosa County Probate Office, for a distance of 165.08 feet to a capped rebar found, thence with an interior angle right of $270^{\circ}00'$, run in a Southerly direction along the East boundary of said Lot 2 M & H Subdivision for a distance of 234.97 feet to a capped rebar found on the North Right of Way of McFarland Boulevard (U.S. Highway Number 82); thence with an interior angle right of $89^{\circ}56'$, run in an Easterly direction along said North Right of Way for a distance of 86.14 feet to a capped rebar found; thence with an interior angle right of $180^{\circ}06'$, run in an Easterly direction along said North Right of Way for a distance of 496.91 feet to a capped rebar found; thence with an interior angle right of $180^{\circ}01'$, run in an Easterly direction along said North Right of Way for a distance of 643.25 feet to a point; thence leaving said Right of Way with an interior angle right of $105^{\circ}29'$, run in a Northerly direction along the East boundary of the Northeast Quarter of the Southwest Quarter of Section 8, for a distance of 151.28 feet to a capped rebar found; thence with an interior angle right of $93^{\circ}04'$, run in a Westerly direction along the South boundary of the Southeast Quarter of the Northwest Quarter of Section 8, for a distance of 413.90 feet to a point on the West boundary of a 100 foot Alabama Power Company Right of Way; thence with an interior angle right of $251^{\circ}42'$, run in a Northerly direction along the West boundary of said Right of Way for a distance of 1,378.27 feet to a point; thence with an interior angle right of $108^{\circ}44'$, run in a Westerly direction along the North boundary of the Southeast Quarter of the Northwest Quarter of Section 8, for a distance

of 145.53 feet to a capped rebar found; thence with an interior angle right of $266^{\circ}25'$, run in a Northerly direction for a distance of 148.54 feet to a capped rebar set; thence with an interior angle right of $89^{\circ}41'$, run in a Westerly direction for a distance of 1,711.70 feet to a capped rebar found on the East Right of Way of Harper Road; thence with an interior angle right of $97^{\circ}42'$, run in a Southerly direction along the said East Right of Way for a distance of 314.69 feet to a capped rebar found and a point of curvature on a curve having a delta of $21^{\circ}18'46''$ and a radius of 1,542.33 feet; thence with an interior angle right of $169^{\circ}20'$ to the chord, run in a Southerly direction along said curving East Right of Way for a chord distance of 570.41 feet (arc distance of 573.71 feet) to a capped rebar found and a point of compound curvature on a curve having a delta of $22^{\circ}47'22''$ and a radius of 586.45 feet; thence with an interior angle right of $158^{\circ}30'$ from the chord and to the chord, run in a Southeasterly direction along said curving East Right of Way for a chord distance of 231.73 feet (arc distance of 233.26 feet) to a point of tangency; thence with an interior angle right of $167^{\circ}55'$ from the chord, run in a Southeasterly direction along said East Right of Way for a distance of 349.46 feet to the POINT OF BEGINNING of the parcel herein described, forming an interior closure angle of $130^{\circ}06'$.

[illegible]

Property Exhibit		
No.	Date	Description
Created by TMS	Checked by EMT	
Date Created May 16/2004	Date Entered 05/28/2004	
User ID = 2707	Print Log 23-05-1600.m	
File Name C:\msd59\property Exhibit 48\property ex		

University Beach, LLC Property - Harper Road

City of Northport
5350 McFarland Boulevard
City of Northport, Tuscaloosa County, Alabama

TTL
3516 Greensboro Avenue | Tuscaloosa, AL 35401
205.345.0816 | www.ttlusa.com

EXHIBIT B TO RESOLUTION NO. _____
FORM OF CERTIFICATE OF INCORPORATION

**CERTIFICATE OF INCORPORATION
OF
UNIVERSITY BEACH COOPERATIVE DISTRICT OF THE CITY OF NORTHPORT**

KNOW ALL MEN BY THESE PRESENTS that the undersigned, in order to incorporate and organize a public corporation as a capital improvement cooperative district under the provisions of the statutes codified as Chapter 99B of Title 11 of the Code of Alabama (1975), as heretofore or hereafter amended or supplemented (the “Act”), and being all of the incorporators of said public corporation (the “District”), do make, sign, execute, acknowledge and file this certificate of incorporation as follows:

1. The names of the undersigned, the persons forming the District, are Allison Rush, Steven Fikes, and Shaferris Porter and each of said persons is a duly qualified elector of the City of Northport, Alabama and Tuscaloosa County, Alabama.

2. The period for the duration of the District shall be perpetual, subject to the provisions of Section 11-99B-15 of the Act.

3. The City of Northport, Alabama and the University Beach Improvement District are the only authorizing subdivisions. The governing body of the City of Northport, Alabama adopted its authorizing resolution in accordance with the Act on _____, 2024, a certified copy of which is attached hereto as Exhibit A and made a part hereof. The governing body of the University Beach Improvement District adopted its authorizing resolution in accordance with the Act on _____, 20____, a certified copy of which is attached hereto as Exhibit B and made a part hereof.

4. The name of the District shall be “University Beach Cooperative District of the City of Northport”, and the location of the principal office of the District shall be 3500 McFarland Blvd., Northport, Alabama 35476 which is within Tuscaloosa County, Alabama.

5. The District proposes to facilitate the financing, acquisition, and construction of certain projects located within the city limits of the City of Northport and described more particularly on Exhibit C hereto (the “Projects”). The areas in which the District proposes to acquire or construct the Projects are described on Exhibit D hereto.

6. The District shall be governed by a Board of Directors which shall be comprised of three (3) directors. One (1) initial director and his or her successor shall be a duly qualified elector of the City of Northport, Alabama and elected by the governing body of the City of Northport, and two (2) initial directors and their successors shall be duly qualified electors of the City of Northport and be elected by the governing body of the University Beach Improvement District.

7. The proposed name of the District shall be “University Beach Cooperative District of the City of Northport”. Attached hereto as Exhibit E and made a part hereof is a certificate by the Secretary of State of the State of Alabama stating that the name proposed for the District is not identical to that of any other corporation organized under the laws of the State of Alabama or so nearly similar thereto as to lead to confusion and uncertainty.

8. The application filed with the governing body of each authorizing subdivision in accordance with Section 11-99B-3 of the Act is identical to the copy thereof attached hereto as Exhibit F.

9. The District is organized pursuant to the provisions of the Act.

10. The District is incorporated for the objects and purposes set forth in the Act. In furtherance of said objects and purposes, the District shall have all powers conferred upon public corporations of like nature by the Act and all other powers conferred upon corporations generally by the laws of the State of Alabama not in conflict or inconsistent with the Act.

11. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

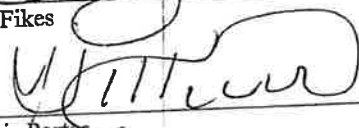
[Signature page follows.]

IN WITNESS WHEREOF, the undersigned incorporators have hereunto subscribed their signatures, this 8th day of October, 2024.

Allison Rush



Steven Fikes



Shaferris Porter

IN WITNESS WHEREOF, the undersigned incorporators have hereunto subscribed their signatures, this 8th day of October, 2024.



Allison Rush

Steven Fikes

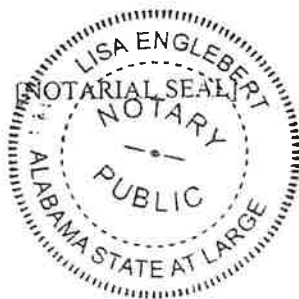
Shaferris Porter

STATE OF Alabama)

COUNTY OF WSCALEOSA)

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

Given under my hand and seal of office this 8th day of OCT., 2024.



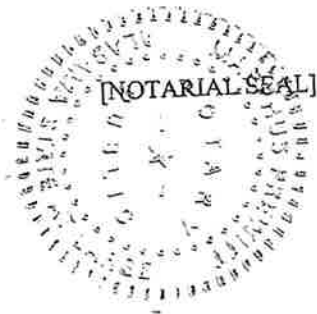
Lisa Englebert
NOTARY PUBLIC
My Commission Expires: 11/12/25

STATE OF Alabama)

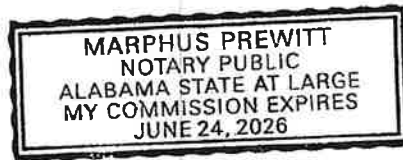
COUNTY OF Tuscaloosa)

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

Given under my hand and seal of office this 8th day of October, 2024



Marphus Prewitt
NOTARY PUBLIC
My Commission Expires: June 24, 2026



STATE OF Alabama)

COUNTY OF Pickens)

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

Given under my hand and seal of office this 8th day of October, 2024.

[NOTARIAL SEAL]

Alice M. Richardson

NOTARY PUBLIC

My Commission Expires: My Commission Expires 4/24/2028

STATE OF _____)

COUNTY OF _____)

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

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

[NOTARIAL SEAL]

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A
TO THE CERTIFICATE OF INCORPORATION
OF
UNIVERSITY BEACH COOPERATIVE DISTRICT OF THE CITY OF NORTHPORT

Certified copy of the Resolution of the City of Northport, Alabama attached.

EXHIBIT B
TO THE CERTIFICATE OF INCORPORATION
OF
UNIVERSITY BEACH COOPERATIVE DISTRICT OF THE CITY OF NORTHPORT

Certified copy of the Resolution of the University Beach Improvement District attached.

EXHIBIT C

**TO THE APPLICATION FOR INCORPORATION OF
UNIVERSITY BEACH COOPERATIVE DISTRICT OF THE CITY OF NORTHPORT**

See attached description of the Projects of the District.

EXHIBIT D
TO THE CERTIFICATE OF INCORPORATION
OF
UNIVERSITY BEACH COOPERATIVE DISTRICT OF THE CITY OF NORTHPORT

See attached description of the areas in which the District proposes to acquire or construct the Projects.

EXHIBIT E
TO THE CERTIFICATE OF INCORPORATION
OF
UNIVERSITY BEACH COOPERATIVE DISTRICT OF THE CITY OF NORTHPORT

Certificate of Alabama Secretary of State attached.

EXHIBIT F
TO THE CERTIFICATE OF INCORPORATION
OF
UNIVERSITY BEACH COOPERATIVE DISTRICT OF THE CITY OF NORTHPORT]

Application for Incorporation of the University Beach Cooperative District of the City of Northport
attached.



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: October 21, 2024

SUBJECT: Resolution Authorizing the Acceptance of a Proposal from Sport Court Modular Concepts, LLC

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting the acceptance of a proposal for the purchase of materials and installation of pickleball court mats at the 30th Avenue pickleball courts (3 courts). Installation of the mats will increase the quality of play for users as well as decrease ongoing maintenance costs. The Engineering department solicited proposals from several entities and Sport Court Modular Concepts, LLC provided the best quality at price. A purchasing cooperative will be utilized for a fiscal impact of \$56,957.20.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

GL Code No. Amount: \$56,957.20 [\$50,000: 2025 General Fund Capital; \$6,957.20: 2020 Northport First]

Motion for Consideration:

I move that the City Council authorize the acceptance of a proposal from Sport Court Modular Concepts, LLC in the amount of \$56,957.20 for the purchase of materials and installation of pickleball court mats.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FROM
SPORT COURT MODULAR CONCEPTS, LLC**

WHEREAS, the City of Northport desires to create the best recreational opportunities for its residents; and,

WHEREAS, the installation of mats at the 30th Avenue pickleball court location will increase the quality of play for users; and,

WHEREAS, the City of Northport has solicited proposals for the purchase of materials and installation of pickleball court mats and Sport Court Modular Concepts, LLC provided the best quality at price; and,

WHEREAS, a purchasing cooperative will be utilized with a fiscal impact of \$56,957.20.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that designated personnel is hereby authorized to accept a proposal from Sport Court Modular Concepts, LLC in the amount of \$56,957.20 for the purchase of materials and installation at the 30th Avenue pickleball courts.

RESOLVED AND DONE THIS 21ST DAY OF OCTOBER 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

BY:

Christy Bobo, Its President

Glenda D. Webb
City Administrator

Reading: October 21, 2024

Motion:

Second:



Modular Concepts, LLC.

P.O. Box 2337

Alabaster, Alabama 35007

General Contractors License #48202

Sourcewell Vendor #: 031022-GER

phone 205-306-7291

fax 205-620-0922

SPORTS FLOORING BID FOR:

Nothrport Pickelball Courts - Holly Phillips

Sport Court - Sportgame PickleBall - 3 Pickleball Courts

The following is a bid to furnish all materials, installation & freight necessary to complete the following: Gymnasium floor to be SPORT COURT Sportgame PB

Border & lane colors to be Sportgame PB

Sport Court, Inc. Game lining to include 3 pickleball Courts

Sportgame PB Item #: CSCI#298

Floor Area:	101	By	60	6,060.00	square feet
		By		0.00	square feet
SPORT COURT Sportgame PB suspended floor system @					
\$8.12	per sf				\$49,207.20
Main court Sportgame PB / Lanes & borders solid color					
Based on a 54' x 40' main court area					
Freight outbound SLC, UT					\$3,200.00
Install:					\$ 3,600.00
BASE BID					\$56,007.20

Additional items to be added to total if applicable:

	Hall				\$0.00
3 1/2" x 2" long toe cove base	@	\$4.70	per lf		
Transition edge molding	@	\$1.50	per lf		\$450.00
Autoscrubber NSS 17"	@		per unit		\$0.00
Concrete Patch Work	@				\$500.00
3" Sleeves & Floor Plates	@	\$249.00	per pair		\$0.00

Bid w/addt'l items	\$56,957.20
Sales Tax 9%	\$0.00
Grand Total:	\$56,957.20

This bid is not inclusive of the following if applicable: leveling of sub-base, removal of existing surface, bleacher removal / installation, door thresholds, existing wall base removal, wall base molding, permits, business license, or bid bonds as required (unless otherwise specified in writing).

Bid shall be valid for a period of thirty days from today's date.

by: Keegan McQueen date 9/26/24

Signature: _____



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: October 21, 2024

SUBJECT: Resolution Authorizing the City Administrator to Accept a Proposal from TTL for Northport Council Redistricting Descriptions

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

In accordance with State law, legal descriptions are required to define the boundaries of the five Council districts. The Engineering department solicited a proposal from TTL to provide the scope of services. TTL has provided a proposal for an estimated amount of \$24,000.00.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

GL Code No. 01-15-000-50354 Amount: \$24,000.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to accept a proposal from TTL for Northport Council redistricting descriptions in an estimated amount not to exceed \$24,000.00.



3516 Greensboro Avenue
Tuscaloosa, AL 35401
205.345.0816
www.ttlusa.com

October 7, 2024

City of Northport, Alabama
Attn: Mr. Brad Matthews, PE
P.O. Box 569
Northport, AL 35476
bmatthews@cityofnorthport.org

**RE: *Surveying Support Services*
 2024 Northport Council Redistricting Descriptions
 *Northport, Alabama***

Dear Mr. Matthews:

TTL, Inc. (TTL) appreciates the opportunity to submit a proposal for providing survey support services for the City of Northport Council Redistricting for 2024. Enclosed are a proposed scope of services and our schedule of fees.

PROPOSED SCOPE OF SERVICES

District Legal Descriptions

TTL, Inc. will create legal descriptions for the new boundaries of all 5 city council districts for adoption by the Northport City Council. The legal descriptions are based on maps and district boundaries as provided by the City of Northport. Final deliverables will include Word files for the 5 council district legal descriptions.

We propose to provide the services described above on an ***Hourly*** basis, according to the attached Schedule of Fees, ***Estimate of \$24,000.00.***

TTL reserves the right to withdraw and/or modify this proposal at any time subsequent to this 60-day offer period. All information (written or electronic) from TTL concerning TTL's work is for the sole use and reliance of TTL's Client. TTL intends no third-party beneficiaries (express or implied) and copies of such information received by any third parties are not for reliance unless TTL first receives a signed Secondary Client Agreement from the third party.

(continued next page)

We greatly appreciate the opportunity to provide this proposal to you. Please give us a call if you have any questions or require further information regarding this proposal.

Sincerely,

TTL, Inc.

A handwritten signature in blue ink, appearing to read "E. M. Hamner".

Eric M. Hamner, P.L.S.
Project Manager

A handwritten signature in blue ink, appearing to read "S. G. Faulkner".

Steven G. Faulkner, P.L.S.
Vice President

cc: *File*

attachments: *TTL Schedule of Fees*

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT A
PROPOSAL FROM TTL FOR NORTHPORT COUNCIL REDISTRICTING
DESCRIPTIONS**

WHEREAS, legal descriptions are required to define the boundaries of the five Council districts; and,

WHEREAS, the Engineering department solicited a proposal from TTL and TTL provided a proposal that meets the scope of requested services in an estimated amount not to exceed \$24,000.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to accept a proposal from TTL not to exceed \$24,000.00 for the creation of legal descriptions for the new boundaries of the five City Council districts.

RESOLVED AND DONE THIS 21ST DAY OF OCTOBER 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Christy Bobo, Its President

Reading: October 21, 2024

Motion:

Second:



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: October 21, 2024

SUBJECT: Resolution Authorizing the City Administrator to Execute Change Order No. 1 with CivilCON, LLC for the River Run Park at Northport Shore - Site and Utility Package

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

The City of Northport previously awarded the River Run Park at Northport Shore - Site and Utility Package to CivilCON, LLC. In order to maximize efficiencies, a change order in the amount of \$72,357.37 is being requested to reflect for added fire line improvements for the installation in Package No. 1 before all grading, stone base, etc. is installed. The Engineering department has reviewed the change order request and is recommending approval to meet project timeliness.

Recommendation:

I recommend the request be approved.

Funding Source/GL Code:

GL Code No. 01-32-600-82002 Amount: \$72,357.37

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute change order no. 1 with CivilCON, LLC for the River Run Park at Northport Shore - Site and Utility Package in the amount of \$72,357.37.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE
CHANGE ORDER NO. 1 WITH CIVILCON, LLC FOR THE RIVER RUN PARK AT
NORTHPORT SHORE – SITE AND UTILITY PACKAGE**

WHEREAS, the City of Northport previously awarded the River Run Park at Northport Shore – Site and Utility Package to CivilCON, LLC; and,

WHEREAS, a change order is needed in order to reflect for added fire line improvements for the installation in Package No. 1 before all grading, stone base, etc. is installed.

WHEREAS, the change order is in the amount of \$72,357.37.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized execute Change Order No. 1 with CivilCON, LLC for the River Run Park at Northport Shore – Site and Utility Package in the amount of \$72,357.37.

RESOLVED AND DONE THIS 21ST DAY OF OCTOBER 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Christy Bobo, Its President

Reading: October 21, 2024

Motion:

Second:

CITY OF NORTHPORT
OFFICE OF THE CITY ATTORNEY

CHANGE
ORDER
REQUEST

OWNER: CITY OF NORTHPORT

ARCHITECT/ENGINEER: TTL, INC.

CONTRACTOR: CivilCON, LLC

PROJECT: River Run River Package No. 1

CHANGE ORDER REQUEST NO. 1 DATE: September 10, 2024

1. DESCRIPTION OF CHANGE:

- Fire Line Installation for Baseball and Softball Stadiums

2. CHANGE ORDER COSTS: ADD \$72,357.37

Proposal Attached SEE ATTACHED Cost Estimated/Proposal Required

Item	Quantity	Material Unit Price	Labor (Hours)	Labor Unit Price	Sub-Total Cost
a.					
b.					
c.					
d.					
e.					
f.*					
TOTAL:					

*If more than 6 items, provide attachments.

3. INSTITUTED BY: TTL, Inc.

4. JUSTIFICATION OF NEED: This change order is necessary to add fire line improvements for installation in Package No. 1 before all grading, stone base, etc. is installed versus during Package No. 4 which would require additional costs to install.

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING: N/A

6. COSTS REVIEW: Reviewed by TTL, Inc.

7. THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:

- ☒ Minor change of a total monetary value less than required for competitive bidding.
 - ☐ Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
 - ☐ Emergencies arising during the course of work.
 - ☐ Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
 - ☐ Change of relatively minor terms not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and do not exceed 10% of the Contract Price.
-

8. EXTENSION OF TIME REQUESTED: Calendar Days: Fourteen (14) Calendar Days

RECOMMENDED:

BY: _____



Northport's Consulting Engineer/Architect
Frank E. Summers, P.E., TTL, Inc.

APPROVED:

BY: _____



Contractor
RJ Thompson, CivilCON, LLC

BY: _____

City Representative

BY: _____

Owner's Legal Advisor

BY: _____

Owner's Authorized Representative

CONTRACT CHANGE ORDER NO. 1

City of Northport

DATE: September 10, 2024

PROJECT: River Run Park Package No. 1

TO: CivilCON, LLC

(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your Contract for this Project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to:

FURNISH the necessary labor, materials and equipment to:

Fire Line Installation for Baseball and Softball Stadiums

TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE:

(Note: Numbers in parentheses are deductions).

ORIGINAL CONTRACT PRICE	\$ 8,748,178.25
LESS CONTINGENCY/ALLOWANCE	\$ 0
NET ORIGINAL CONTRACT PRICE	\$ 8,748,178.25
Net total of previous Change Orders	\$ 0
Previous revised Contract Price	\$ 8,748,178.25
This Change Order No. <u>1</u> ☒ Add ☐ Deduct	\$ 72,357.37
Revised Contract Price this date	\$ 8,820,535.62

Extension of time resulting from this Change Order - 14 - (Indicate number of calendar days).

The amount of this Change Order will be the responsibility of The City of Northport, Alabama

This Contract Modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any further claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

CONSENT OF SURETY

Atlantic Specialty Insurance Company

(Company)

By: 

Charles Bailey IV, Attorney-In-Fact

RECOMMENDED

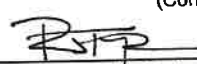
By: TTL, INC.


(Design Engineer or Architect)

CONTRACTING PARTIES

CivilCON, LLC

(Contractor)

By: 

(Authorized Representative)

RJ Thompson, Manager
CITY OF NORTHPORT

By: _____

(City Administrator)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Marlin D. Moore III, Thomas H. Bonhaus, W. Geoffrey Plott, Charles Bailey IV, Madison Andrew Hudson, Brandon M. LaBresh, David Beeson Partlow III**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

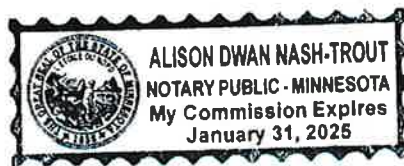
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 2nd day of October, 2024

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐ 800088922
OTHER ☐

AIA DOCUMENT G707

PROJECT: River Run Park Package No. 1 Site and Utility Improvements

TO (Owner)
City of Northport, Alabama

ARCHITECT'S PROJECT NO:
CONTRACT FOR: River Run Park Package No. 1
CONTRACT DATE:
FCP: \$8,820,535.62

CONTRACTOR:
CivilCON, LLC
P.O. Box 86
Duncanville, AL 35456

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
ATLANTIC SPECIALTY INSURANCE COMPANY
605 HIGHWAY 169 N.
SUITE 800
PLYMOUTH, MN 55441

SURETY COMPANY,

on bond of,
CivilCON, LLC
PO Box 86
Duncanville, AL 35456

CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to,

City of Northport, Alabama

OWNERS,

as set forth in the said Surety Company's bond #800088922

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 2nd day of October , 2024.

ATLANTIC SPECIALTY INSURANCE COMPANY
Surety Company

Signature of Authorized Representative (Seal)

Attest:

Carson James

Charles Bailey IV, ATTORNEY-IN-FACT

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND
CLAIMS, Current Edition



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Marlin D. Moore III, Thomas H. Bonhaus, W. Geoffrey Plott, Charles Bailey IV, Madison Andrew Hudson, Brandon M. LaBresh, David Beeson Partlow III**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

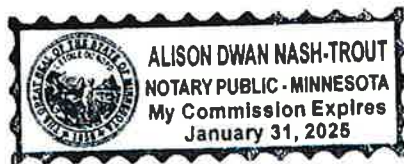
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 2nd day of October, 2024.



This Power of Attorney expires
January 31, 2025

Kara Barrow, Secretary



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: October 21, 2024

SUBJECT: Resolution extending all appointment terms on applicable Boards and Committees to run concurrent with City Council Term

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

In 2021, by Act #2021-157 the Alabama Legislature revised the municipal election dates in certain municipalities in Alabama which granted certain municipalities a one-year extension of terms. This new legislation affects the City of Northport by extending the City Council terms one additional year to 2025 instead of 2024. Therefore, the terms on Boards and Committees which run concurrent with the City Council terms will need to be extended to expire on November 2, 2025.

Recommendation:

Approve the resolution

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to adopt the resolution extending all appointment terms on boards and committees intended to run concurrent with the City Council terms to be extended to expire on November 2, 2025.

RESOLUTION NO. 24-

RESOLUTION EXTENDING ELECTED OFFICIAL TERMS ON APPLICABLE BOARDS AND COMMITTEES TO RUN CONCURRENT WITH CITY COUNCIL TERM

WHEREAS, in 2021, by Act #2021-157 the Alabama Legislature revised the municipal election dates in certain municipalities in Alabama; and

WHEREAS, the new legislation affects the City of Northport by extending the City Council terms out one additional year to 2025 instead of 2024; and

WHEREAS, the terms on Boards and Committees which run concurrent with the City Council terms will be extended to expire on November 2, 2025.

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

1. That all appointment terms on Boards and Committees intended to run concurrent with the City Council terms will be extended to expire on November 2, 2025.

RESOLVED AND DONE THIS 21st DAY OF OCTOBER, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: October 21, 2024
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: October 21, 2024

SUBJECT: Resolution Authorizing the City Administrator to Reallocate Funds with The Cassady Company for Sanitary Sewer Improvements at Applewood Drive Project

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Williams

Approved By: Tera Tubbs

Summary:

The Cassady Company, Inc has requested the reallocation of unused itemized funds to the construction inspections services due to the inspections services exceeding total itemized cost. The change order will reallocate funds that have not been used for construction surveying and easement/ROW to the funds for construction inspections for the Sanitary Sewer Improvements at Applewood Drive Project. The total cost of the engineering service will not change. However, funds previously allocated to the construction surveying and easement/ROW will be reallocated for construction inspection costs. The cost for Design Survey for \$2,500 and the Easement/ ROW for \$7,380.00 to be reallocated to the Construction Inspection funds for \$25,880.00.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

GL Code No. 50-39-600-81701 Amount: \$0

Motion for Consideration:

I move that the City Council authorize the City Administrator to reallocate funds with The Cassady Company, Inc. for the Sanitary Sewer Improvements at Applewood Drive.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO REALLOCATE
CONSTRUCTION FUNDS WITH THE CASSADY COMPANY, INC. FOR
ENGINEERING SERVICES FOR SANITARY SEWER IMPROVEMENTS AT
APPLEWOOD DRIVE**

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to reallocate construction funds with The Cassady Company, Inc. for engineering services for sanitary sewer improvements at Applewood Drive; and,

WHEREAS, the total cost of the engineering services will not change. However, fund previously allocated to the construction surveying and easement /ROW be reallocated for construction inspection cost. The cost for Design Surveying for \$2,500.00 and the Easement/ ROW for \$7,380.00 to be reallocated to Construction Inspection for \$25,880.00 as shown in Exhibit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to reallocate the funds proposal from The Cassady Company, Inc. for engineering services for sanitary sewer improvements at Applewood Dr. The total cost of the engineering services will remain at \$55,460.00. The City Administrator is authorized to approve all requisitions for this project.

RESOLVED AND DONE THIS 21st DAY OF OCTOBER 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

Glenda D. Webb
City Administrator

BY:

Christy Bobo, Its President

Reading: October 21, 2024

Motion:

Second:



Providing Solutions for Water, Wastewater, and Storm Water Problems

4700 Highway 69 North • Northport AL 35473

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

October 11, 2024

Ms. Glenda D. Webb, City Administrator
City of Northport
3500 McFarland Boulevard
Northport, Alabama 35476

ATTN: Brad Matthews, P.E.

Re: **Engineering Contract Amendment No. 1 - Reallocation of Funds**
Sanitary Sewer Improvements at Applewood Drive

Dear Ms. Webb:

Due to unforeseen field conditions (lateral locations, storm box, etc.) on the referenced project, inspection services have exceeded total itemized cost as listed in our current engineering services contract. However, itemized contract costs for construction surveying and easements/ROW were not used. The Cassady Company, Inc. is requesting approval to reallocate the unused itemized funds to construction inspection services as follows:

Contract Item	Current Itemized Contract Amount	Contract Change Request	Revised Itemized Contract Amounts
3. Design Surveying	\$2,500.00	(-\$2,500.0)	\$0.00
4. Easement / ROW	\$7,380.00	(-\$7,380.0)	\$0.00
6. Construction Inspection	\$16,000.00	\$9,880.00	\$25,880.00
Totals	\$25,880.00	\$0.00	\$25,880.00

We appreciate your consideration of this request. Please contact me if you have any questions or need additional information.

Sincerely yours,

THE CASSADY COMPANY, INC.



Angela L. Henline, P.E.

ALH/kap
Enclosure
cc: File 23-131



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: October 21, 2024

SUBJECT: Resolution Authorizing Water Service Outside the City Limits for Property Located at 13598 Bone Camp Road

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: Ron Davis

Summary:

Mr. Dale Jennings has property located at 13598 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 inside of the planning jurisdiction. He is requesting city water service. The Municipal Code allows this with the majority consent of the city council. The staff recommends this access be allowed. Per city code, all costs of this connection would be paid by the applicant and not by the City. In addition, we are adding the requirement that if, in the future, the property can be annexed, the property will be annexed into the city. If the property is not annexed, the City retains the right to terminate water services at that point.

Recommendation:

Approve

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to adopt the resolution authorizing water service outside the city limits to be provided to Mr. Dale Jennings at 13598 Bone Camp Road, pursuant to the conditions in the resolution.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS FOR
PROPERTY LOCATED AT 13598 BONE CAMP ROAD**

WHEREAS, Mr. Dale Jennings, has property located at 13598 Bone Camp Road, and has requested that he be allowed to obtain water from the City of Northport for this property; and

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

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

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

- 1) As allowed by Northport Municipal Code Section 74-237, the City Council hereby agrees to provide water service to the property located at 13598 Bone Camp Road, by majority vote of the City Council.
- 2) All costs of this connection shall be paid by the applicant and not by the City of Northport.
- 3) The applicant agrees that if at any time this property becomes contiguous to the city limits, that the property will be annexed in the City of Northport. If the applicant or future owner of this property refuses to annex into the city, then the City reserves the right to terminate water services to this property at that time.

RESOLVED AND DONE THIS _____ DAY OF _____, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: October 21, 2024
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: October 21, 2024

SUBJECT: Resolution Authorizing the City Administrator to Reject the Current Low Bidder for Chip and Seal Roadway Work

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

On July 1, 2024, the City Council authorized the award of chip and seal roadway work at multiple locations to Apex Civil Construction, LLC in the amount of \$94,500.00. Since that time, Apex Civil Construction, LLC has been non-responsive. The Engineering department is requesting that the bid of Apex Civil Construction, LLC be rejected.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

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

Motion for Consideration:

I move that the City Council authorize the City Administrator to reject Apex Civil Construction, LLC's bid for the chip and seal roadway work in the amount of \$94,500.00.

RESOLUTION NO. 24-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO REJECT THE CURRENT LOW BIDDER FOR CHIP AND SEAL ROADWAY WORK

WHEREAS, on July 1, 2024, the City Council authorized the award of chip and seal roadway work at multiple City locations to Apex Civil Construction, LLC in the amount of \$94,500; and,

WHEREAS, since that time Apex Civil Construction, LLC has been non-responsive; and,

WHEREAS, the Engineering department is requesting that the bid of Apex Civil Construction, LLC be rejected.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized to reject the bid with Apex Civil Construction, LLC in the amount of \$94,500.00 for chip and seal roadway work at multiple City of Northport locations.

RESOLVED AND DONE this 21st day of October 2024.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: October 21, 2024
Motion:
Second:



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: October 21, 2024

SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with Central Alabama Asphalt Construction Co., LLC for Chip and Seal Roadway Work

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

On July 1, 2024 the City Council authorized the award of chip and seal roadway work at multiple City locations to the lowest bidder in the amount of \$94,500.00. Since that time, the lowest bidder has been non-responsive. To meet timeliness for the scope of work to be performed, the Engineering department is requesting approval of award to the second lowest bidder, Central Alabama Asphalt Construction Co., LLC in the amount of \$97,470.00.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

GL Code No. 01-32-600-80001 Amount: \$97,470.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a contract with Central Alabama Asphalt Construction Co., LLC for chip and seal roadway work in the amount of \$97,470.00.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT
WITH CENTRAL ALABAMA ASPHALT AND CONSTRUCTION CO., LLC FOR CHIP AND SEAL
ROADWAY WORK**

WHEREAS, on July 1, 2024, the City Council authorized the award of chip and seal roadway work at multiple City locations to the lowest bidder in the amount of \$94,500; and,

WHEREAS, since that time the lowest bidder has been non-responsive; and,

WHEREAS, to meet timeliness for the scope of work to be performed, the Engineering department is requesting approval of award to the second lowest bidder, Central Alabama Asphalt Construction Co., LLC, in the amount of \$97,470.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized execute a contract with Central Alabama Asphalt Construction Co., LLC in the amount of \$97,470.00 for chip and seal roadway work at multiple City of Northport locations.

RESOLVED AND DONE this 21st day of October 2024.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: October 21, 2024
Motion:
Second:



**Central Alabama Asphalt &
Construction Co., LLC**

P.O. Box 20766

Tuscaloosa, AL 35402

Office: (205) 349-0910

Fax: (205) 752-0890

jrpoe@centralalabamaasphalt.com

PROPOSAL

PROPOSAL SUBMITTED TO:

TO OUR VALUED CUSTOMERS

ATTN: OWNER/ESTIMATOR

PROJECT NAME:

71st Avenue ~ Northport

Bituminous Surface Treatment

PROJECT LOCATION:

Northport, Alabama

DATE:

4/10/2024

PHONE:

FAX:

HOME:

WE HEREBY SUBMIT OUR PROPOSAL FOR:

ITEM	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	210A-000	Unclassified Excavation	1	LS	\$ 5,000.00	\$ 5,000.00
2	230A-000	Roadbed Processing/Fine Grading	9	EACH	\$ 500.00	\$ 4,500.00
3	401A-000	Bituminous Treatment JG	1,200	SY	\$ 10.00	\$ 12,000.00
5	600A-000	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00
BASE BID TOTAL-----						\$ 26,000.00

General Notes:

Striping is not included unless noted

Material taxes are exempt from unit prices

Proposal is subject to increases in ALDOT A/C Index

Contractor cannot guarantee drainage with grades at less than 1%

Proposal does not include any patching/leveling unless noted above

Contractor not responsible for vegetative growth within asphalt

No traffic control or signage is included within the proposal

Contractor cannot guarantee base and/or paving if others install the base

Asphalt depths are approximate and are based on an average thickness

This is a unit price quotation & contract. Payment would be based on in place quantities

Subgrade/Base/Utilities shall be approved, on "blue-top" grade, and adequate for paving prior to our mobilization

If existing subgrade and/or stone base show signs of depressions due to weight of traffic, additional cost will be added

Owner agrees Contractor shall not be held retainage on any pay request or held responsible for liquidated damages

Contractor not responsible for damage to existing concrete/asphalt during construction or for tack tracks on existing concrete or asphalt

Discovery of Unsuitable Material, Bond(s), Permit(s), Testing, Engineering, Layout(s), Utility Relocations are not included

Price is based on work being performed prior to December 31, 2024, supplemental pricing will be required for work after this date

Price includes only what is listed above and includes one mobilization for milling/paving work, if additional mobilizations are required cost may be incurred.

Payment to be made as follows:

Monthly estimates - Payment is due within 30 days of receipt of monthly estimate.

Finance charge will accrue from the due date at the rate of 1.5% per month (18% per annum).

All material is granted to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Comp. insurance. All jobs must be started in a timely manner. Any delays will constitute a re-pricing and agreement of new price before commencement.

Authorized
Signature

Jonathon R. Poe

NOTE: This proposal may be withdrawn by us if not
accepted within Thirty (30) days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Should the undersigned fail to pay this indebtedness, or any part thereof, when due, the entire unpaid balance shall become due and payable; in which the undersigned agrees to pay all costs of collecting, including a reasonable attorney's fee, plus a finance charge of 1.5% per month (18% per year) from the due date.)

ACCEPTED:

Date _____

By: _____

Its: _____



**Central Alabama Asphalt &
Construction Co., LLC**

P.O. Box 20766

Tuscaloosa, AL 35402

Office: (205) 349-0910

Fax: (205) 752-0890

jrpo@centralalabamaasphalt.com

PROPOSAL

PROPOSAL SUBMITTED TO:

TO OUR VALUED CUSTOMERS

ATTN: OWNER/ESTIMATOR

PROJECT NAME:

Deason Camp ~ Northport

Bituminous Surface Treatment

PROJECT LOCATION:

Northport, Alabama

DATE:

4/10/2024

PHONE:

FAX:

HOME:

WE HEREBY SUBMIT OUR PROPOSAL FOR:

ITEM	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	210A-000	Unclassified Excavation	1	LS	\$ 5,000.00	\$ 5,000.00
2	230A-000	Roadbed Processing/Fine Grading	10	EACH	\$ 500.00	\$ 5,000.00
3	401A-000	Bituminous Treatment JG	3,900	SY	\$ 8.50	\$ 33,150.00
5	600A-000	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
BASE BID TOTAL-----						\$ 48,150.00

General Notes:

Striping is not included unless noted

Material taxes are exempt from unit prices

Proposal is subject to increases in ALDOT A/C Index

Contractor cannot guarantee drainage with grades at less than 1%

Proposal does not include any patching/leveling unless noted above

Contractor not responsible for vegetative growth within asphalt

No traffic control or signage is included within the proposal

Contractor cannot guarantee base and/or paving if others install the base

Asphalt depths are approximate and are based on an average thickness

This is a unit price quotation & contract. Payment would be based on in place quantities

Subgrade/Base/Utilities shall be approved, on "blue-top" grade, and adequate for paving prior to our mobilization

If existing subgrade and/or stone base show signs of depressions due to weight of traffic, additional cost will be added

Owner agrees Contractor shall not be held retainage on any pay request or held responsible for liquidated damages

Contractor not responsible for damage to existing concrete/asphalt during construction or for tack tracks on existing concrete or asphalt

Discovery of Unsuitable Material, Bond(s), Permit(s), Testing, Engineering, Layout(s), Utility Relocations are not included

Price is based on work being performed prior to December 31, 2024, supplemental pricing will be required for work after this date

Price includes only what is listed above and includes one mobilization for milling/paving work, if additional mobilizations are required cost may be incurred.

Payment to be made as follows:

Monthly estimates - Payment is due within 30 days of receipt of monthly estimate.

Finance charge will accrue from the due date at the rate of 1.5% per month (18% per annum).

All material is granted to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Comp. insurance. All jobs must be started in a timely manner. Any delays will constitute a re-pricing and agreement of new price before commencement.

Authorized
Signature

Jonathon R. Poe

NOTE: This proposal may be withdrawn by us if not
accepted within Thirty (30) days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Should the undersigned fail to pay this indebtedness, or any part thereof, when due, the entire unpaid balance shall become due and payable; in which the undersigned agrees to pay all costs of collecting, including a reasonable attorney's fee, plus a finance charge of 1.5% per month (18% per year) from the due date.)

ACCEPTED:

Date _____

By: _____

Its: _____



**Central Alabama Asphalt &
Construction Co., LLC**

P.O. Box 20766

Tuscaloosa, AL 35402

Office: (205) 349-0910

Fax: (205) 752-0890

jrpo@centralalabamaasphalt.com

PROPOSAL

PROPOSAL SUBMITTED TO:

TO OUR VALUED CUSTOMERS

ATTN: OWNER/ESTIMATOR

PROJECT NAME:

Glen Oaks ~ Northport

Bituminous Surface Treatment

PROJECT LOCATION:

Northport, Alabama

DATE:

4/10/2024

PHONE:

FAX:

HOME:

WE HEREBY SUBMIT OUR PROPOSAL FOR:

ITEM	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	210A-000	Unclassified Excavation	1	LS	\$ 5,000.00	\$ 5,000.00
2	230A-000	Roadbed Processing/Fine Grading	9	EACH	\$ 500.00	\$ 4,500.00
3	401A-000	Bituminous Treatment JG	932	SY	\$ 10.00	\$ 9,320.00
5	600A-000	Mobilization	1	LS	\$ 4,500.00	\$ 4,500.00
BASE BID TOTAL-----						\$ 23,320.00

General Notes:

Striping is not included unless noted

Material taxes are exempt from unit prices

Proposal is subject to increases in ALDOT A/C Index

Contractor cannot guarantee drainage with grades at less than 1%

Proposal does not include any patching/leveling unless noted above

Contractor not responsible for vegetative growth within asphalt

No traffic control or signage is included within the proposal

Contractor cannot guarantee base and/or paving if others install the base

Asphalt depths are approximate and are based on an average thickness

This is a unit price quotation & contract. Payment would be based on in place quantities

Subgrade/Base/Utilities shall be approved, on "blue-top" grade, and adequate for paving prior to our mobilization

If existing subgrade and/or stone base show signs of depressions due to weight of traffic, additional cost will be added

Owner agrees Contractor shall not be held retainage on any pay request or held responsible for liquidated damages

Contractor not responsible for damage to existing concrete/asphalt during construction or for tack tracks on existing concrete or asphalt

Discovery of Unsuitable Material, Bond(s), Permit(s), Testing, Engineering, Layout(s), Utility Relocations are not included

Price is based on work being performed prior to December 31, 2024, supplemental pricing will be required for work after this date

Price includes only what is listed above and includes one mobilization for milling/paving work, if additional mobilizations are required cost may be incurred.

Payment to be made as follows:

Monthly estimates - Payment is due within 30 days of receipt of monthly estimate.

Finance charge will accrue from the due date at the rate of 1.5% per month (18% per annum).

All material is granted to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Comp. insurance. All jobs must be started in a timely manner. Any delays will constitute a re-pricing and agreement of new price before commencement.

Authorized
Signature

Jonathon R. Poe

NOTE: This proposal may be withdrawn by us if not
accepted within Thirty (30) days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Should the undersigned fail to pay this indebtedness, or any part thereof, when due, the entire unpaid balance shall become due and payable; in which the undersigned agrees to pay all costs of collecting, including a reasonable attorney's fee, plus a finance charge of 1.5% per month (18% per year) from the due date.)

ACCEPTED:

Date _____

By: _____

Its: _____



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: October 21, 2024

SUBJECT: Minutes, October 7, 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 the October 7, 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 October 7, 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, October 7, 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 three proclamations. The first was in recognition of Down Syndrome Awareness Month. Second was recognizing 2024 Northport Fire Rescue Firefighter of the Year, Battalion Chief Richard Brown. Third was presented to Northport Fire and Rescue for National Fire Prevention Week.

A check for \$50,000.00 was presented to the PARA Foundation for Mason's Place.

APPROVAL OF AGENDA

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to approve the agenda for October 7, 2024, **as printed. Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

VISITORS TO ADDRESS COUNCIL

There were no visitors to address council.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

First Reading, Offered by Pro Tem Washington for **Ordinance Adopting the 2025 General Fund Capital Budget.** This budget will be for a twelve (12) month period, October 1, 2024 until September 30, 2025.

Motion by Councilman Wiggins, **Second** by Councilman Aiken to adopt **Resolution 24-150 Appointing a Member to the Tuscaloosa County Parks & Recreation Authority Board.** Mr. Brion Hardin's appointment to the Tuscaloosa County Parks and Recreation Authority Board expired in August 2024. This resolution will reappoint Mr. Hardin for an additional three-year term expiring in August 2027. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilman Aiken to adopt **Resolution 24-151 Authorizing the City Administrator to Execute an Agreement with Axon Enterprise, Inc. for Body Worn Cameras.** Northport Police Department received a grant for ten body worn cameras, associated equipment, and storage. An additional ten body worn cameras will outfit all police officers. NPD is requesting approval for the City Administrator to execute an agreement with Axon Enterprise, Inc. for the body worn cameras in the amount of \$27,452.06. Grant funding in the amount of \$20,000 will offset the cost. The remaining cost will be covered by City funds. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 24-152 Authorizing the City Administrator to Execute an Agreement with Electric Machine Control for Water Treatment Plant Chemical Room Control Upgrades.** A proposal was received from Electric Machine Control (EMC) to perform engineering, installation, and programming for chemical room control upgrades at the water treatment plant, in conjunction with the Water Treatment Plant Chemical System Improvements project. The Utilities department request authorization for the City Administrator to execute a professional services agreement with EMC in the amount of \$122,025.00 for these services. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilman Wiggins to adopt **Resolution 24-153 Authorizing Water Service Outside the City Limits for Property Located at 14889 Highway 171.** Mr. Curtis Jamerson has property located at 14889 Highway 171, 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. He is requesting city water service. The Municipal Code allows this with the majority consent of the city council. The staff recommends this access be allowed. Per city code, all costs of this connection would be paid by the applicant and not by the City. In addition, we are adding the requirement that if, in the future, the property can be annexed, the property will be annexed into the city. If the property is not annexed, the City retains the right to terminate water services at that point. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 24-154 Awarding Bid File No. 24-05 furnishing up to two 20-cubic yards roll-off trailers to Pro-Tainer Inc. in the amount of \$47,780.00.** **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilman Aiken to adopt **Resolution 24-155 Authorizing the City Administrator to Accept the Fiscal Year 2024 Patrick Leahy Bulletproof Vest Partnership Grant.** Northport Police Department has been awarded the Fiscal Year 2024 Patrick Leahy Bulletproof Vest Partnership Grant for 50% reimbursement for the purchase of 19 bulletproof vests. The grant is in the amount of \$7,121.34. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 24-156 Authorizing the Adoption of the City of Northport City Seal.** The City of Northport City Seal has been re-imagined to better represent the City's recognizable landmarks and assets. Adoption of the new City Seal will supersede any prior City Seals representative of the City of Northport. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, No; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried.**

Motion by Councilman Wiggins, **Second** by Councilman Aiken to adopt **Resolution 24-157 Authorizing the City Administrator or her designee to make offer(s) to and execute agreements with property owners in conformity with ALDOT approved values for right-of-way acquisition regarding the Main Avenue Revitalization Project - STPSU-CRPTL-6321(252).** On July 15, 2024, by Resolution 24-116 the City Council authorized the Mayor to enter into a Supplemental Agreement with the Alabama Department of Transportation for the Main Avenue Revitalization Project STPSU-CRPTL-6321(252) which included funding and acquiring right-of-way. Now, the appraisals have taken place, and the City of Northport is in the process of acquiring the right-of-way (ROW) to facilitate the construction of the project. The Department respectfully requests the City Administrator, or her designee be authorized to make offers to and execute agreements with property owners in conformity with the Alabama Department of Transportation (ALDOT) approved values. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Abstain. **Motion Carried.**

CONSENT AGENDA

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to approve the Consent Agenda as printed for the October 7, 2024, Council Meeting:

1. Minutes, September 23, 2024, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, In order to re-open the Heritage Museum to the public, we need to thoroughly clean the building. We are respectfully requesting approval to hire Servpro of Tuscaloosa to provide HVAC Duct Cleaning, Microbial Growth Treatment, and General Cleaning of walls, ceilings, floors, windows, doors, fixtures, and antiques as well as the exterior bathroom for \$7,917.00.
4. Purchase Requisition, to Parkson Corporation, in the amount of \$10,201.00, to replace one (1) of the five (5) c-channel assemblies and braces for Basin #2 at the Wastewater Treatment Plant. The c-channel assemblies hold the diffuse headers in place to allow transfer of oxygen to the basin. It

is a critical part of the operation of the basin and needs to be replaced to continue normal operations at the plant.

5. Purchase Requisition, Pace Analytical Services, LLC., in the amount of \$35,000.00 for testing at the Water Treatment Plant. The testing consists of Coliform, TOC's, SOC's, IDSE, and DSE. This testing is required by ADEM.
6. Purchase Requisition, Living Water Services, LLC., in the amount of \$15,000.00 for testing at the Water Treatment Plant. The testing consists of bacti and TOC which is required by ADEM.
7. Purchase Requisition, the IT Department requests CDWG for license renewal of CrowdStrike software. This is cloud-based cybersecurity software that provides endpoint and ransomware protection. The cost is \$49,800.00.
8. Purchase Requisition, the IT Department requests Carahsoft Technology Corp., for MFA RFID license renewal software. Total cost \$26,485.82.
9. Purchase Requisition, Brion Hardin Construction, Inc., in the amount of \$9,800.00, is for the rental of a 70-ton crane to repair the aeration basin diffuser located at the Wastewater Treatment Plant.
10. Purchase Requisition, Parkson Corporation, in the amount of \$20,346.00, is for diffusers and connectors on the Aeration Basin at the Wastewater Treatment Plant. The old diffuses and connectors need to be replaced in order to continue operation of the aeration basin. The requisition is for 300 diffusers and 147 connectors.
11. Purchase Requisition, for the City of Northport share of the Video Wall in the EOC, Tuscaloosa County Emergency Management Agency, which was a part of the Admin-Capital Budget appropriations in fiscal year 2024. Total appropriation was \$24,000.
12. Purchase Requisition, the IT Department requests Ricoh for additional server identity threat protection software for \$8,120.00.
13. Purchase Requisition, Pace Analytical Services, LLC., in the amount of \$10,000.00 is for testing at the Wastewater Treatment Plant. The testing is for E.coli, BOD, TSS, NH4, and TKN, which is all required by ADEM.

REPORTS OF SPECIAL COMMITTEES OF COUNCIL

There were no reports.

PUBLIC HEARINGS

- A. There were **no** Public Hearing items on the agenda for the **Engineering Department**.
- B. There was **one** Public Hearing item on the agenda for the **Legal Department**.
 1. **First Reading, Ordinance Changing the Single Member Council District Lines Based on the 2020 Census and the Voting Rights Act.** The year 2020 federal census indicated population changes of greater than 10% within the established City Council Districts for the City of Northport, necessitating redistricting in order to remain compliant with federal law. The City of Northport retained the services of the West Alabama Regional Commission to develop proposed redistricting maps that were in compliance with federal and state requirements. The City hosted a public education meeting on September 12, 2024, to review these proposed district maps with the public. In addition, the City accepted comments through its website on these proposed district maps.
 - i. President Bobo opened the floor for item 11.b.1.
 - ii. Nini Jobson 1534 Bellwood Lane – Why did the Summit get pulled from District 5 into District 1? Seems like there would be a closer area that could be pulled into 1 instead.
 - iii. Chuck Gerdau 1802 20th Avenue – If we had the past 2 years to complete this, why did we wait so long to do so.
 - iv. President Bobo closed the floor for item 11.b.1.
- Offered By:** Councilman Wiggins
- C. There was one Public Hearing item on the agenda for the **Planning & Inspection Department**.
 1. **First Reading, Ordinance Ordering Demolition of Unsafe Structure Located at 5118 Azalea Trail.**
 - i. President Bobo opened the floor for item 11.c.1.
 - ii. Andrew, owner of property. He requests additional time to complete the work. He has been having problems with the HOA also. He is a contractor and would like to start the work immediately and estimates completion in 6 months.
 - iii. President Bobo closed the floor for item 11.c.1.

Offered By: Councilman Wiggins
D. There was no Public Hearing items on the agenda for the **Police Department**.

CITY ADMINISTRATOR’S BUSINESS

There was no City Administrator’s Business.

DEPARTMENTAL BUSINESS

There was no departmental business.

MAYOR AND COUNCIL MEMBER’S BUSINESS

- Mayor Hinton** – Gave a year in review update on projects, finances, city growth, etc.
- President Bobo, District 1** – Reminded citizens of Chief Marshall’s offer of free fire alarms.
- 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 Councilman Wiggins, **Second** by Pro Tem Washington to **adjourn the meeting into Executive Session** to discuss **Economic Development and Pending Litigation**. This session should take no longer than 30 minutes. It is anticipated that the council will not take action after the Executive Session is concluded. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Council **adjourned** into **Executive Session** at **6:33 p.m.**

Council **reconvened** into **Regular Meeting** at **7:38 p.m.** with no action needed to be taken.

Motion by Councilman Aiken, Second by Councilwoman Dykes to adjourn the meeting. **Roll call was as follows:** Pro Tem Washington, No; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried.**

There being no further business to come before the Council, the meeting was **adjourned** at **7:38 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: October 21, 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 10/3/2024 - 10/16/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Tammy Barger	INV0023072	10/03/2024	NPCC Security Deposit Refund...	100.00
Antonio Screen	INV0023071	10/03/2024	NPCC Security Deposit Refund...	100.00
Timmy Sanders	INV0023073	10/03/2024	NPCC Security Deposit Refund...	100.00
Dorothy Burns	INV0023117	10/03/2024	NPCC SECURITY DEPOSIT REF...	100.00
				400.00
Department: 13 - Mayor & City Council				
Verizon	9974592475	10/03/2024	Acct 423469999-00001	453.83
Department 13 - Mayor & City Council Total:				453.83
Department: 15 - Administrative				
Henry Schein Inc.	14559718	10/03/2024	AED Defibrillator Community ...	187.88
Verizon	9974592475	10/03/2024	Acct 423469999-00001	280.79
FastSigns of Tuscaloosa	2032-28203	10/03/2024	Signage for Parade	152.18
Express Employment Professi...	31389880	10/03/2024	Invoice-Express Employment P...	208.80
Department 15 - Administrative Total:				829.65
Department: 16 - Legal				
Verizon	9974592475	10/03/2024	Acct 423469999-00001	269.00
Mary Virginia Buck	INV0023067	10/03/2024	RETAINER SERVICES - OCTOBE...	350.00
Department 16 - Legal Total:				619.00
Department: 17 - Municipal Court				
Janie Lee Mangeri Smith	INV0023118	10/03/2024	Special Prosecutor 9/25/24	625.00
Paul W. Patterson II P.C.	INV0023076	10/03/2024	Judicial Services - Municipal J...	5,934.35
Krebs Law LLC	INV0023077	10/03/2024	Judicial Services - City Prosecu...	3,934.35
Catalis Court & Land Records L...	INV308330984	10/03/2024	Monthly Court Software	5,822.96
Department 17 - Municipal Court Total:				16,316.66
Department: 22 - Information Technology				
Verizon	9974592475	10/03/2024	Acct 423469999-00001	269.15
CivicPlus LLC	314154	10/03/2024	IT - Archive Social Platform	4,188.00
Peerless Network	60575	10/03/2024	CITYOFNO8441	2,621.77
Peerless Network	60701	10/03/2024	CITYOFNO4051	427.79
New Horizons Communication...	C114596	10/03/2024	CORP-779914	114.30
Jatheon Technologies Inc	INV-4310	10/03/2024	IT - 2025 Annual Maintenance...	2,631.70
Department 22 - Information Technology Total:				10,252.71
Department: 25 - Finance				
Verizon	9974592475	10/03/2024	Acct 423469999-00001	260.91
Department 25 - Finance Total:				260.91
Department: 26 - Human Resources				
Verizon	9974592475	10/03/2024	Acct 423469999-00001	166.89
Badgepass Inc.	INV120676	10/03/2024	Badgepass Color Ribbon and ...	508.00
Department 26 - Human Resources Total:				674.89
Department: 28 - Planning & Inspections				
Verizon	9974592475	10/03/2024	Acct 423469999-00001	528.94
Department 28 - Planning & Inspections Total:				528.94
Department: 32 - Engineering				
Verizon	9974592475	10/03/2024	Acct 423469999-00001	802.75
Verizon	INV0023115	10/03/2024	Make up Short Pay July & Aug...	112.39
Department 32 - Engineering Total:				915.14
Department: 33 - Police				
Pro-Vision LLC	SMX-21987	10/03/2024	Invoice SMX-21987	3,250.00
Pro-Vision LLC	SMX-22192	10/03/2024	Invoice SMX-22192	3,250.00
Pro-Vision LLC	SMX-22355	10/03/2024	Invoice SMX-22355	3,250.00
Pro-Vision LLC	SMX-22536	10/03/2024	Invoice SMX-22536	3,250.00

Expense Approval Report

Payment Dates: 10/3/2024 - 10/16/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Pro-Vision LLC	SMX-22734	10/03/2024	Invoice SMX-22734	3,250.00
Verizon	9974592475	10/03/2024	Acct 423469999-00001	216.82
Lowe's Home Centers Inc.	71267	10/03/2024	Supplies for Fall Festival	142.82
Spire	INV0023114	10/03/2024	3721 26th Ave 1177523333	55.47
Amazon Capital Services	1CJK-3TG6-1P7M	10/03/2024	Fall Festival Supplies	2,192.53
State of Alabama	INV0023068	10/03/2024	TOWER LEASE - OCTOBER 2024	500.00
Northport Auto Supply Co. Inc.	100888442	10/03/2024	PD #458- repair parts for brak...	1,191.42
Northport Auto Supply Co. Inc.	100888748	10/03/2024	PD #458- repair parts for brak...	43.53
Department 33 - Police Total:				20,592.59
Department: 35 - Fire				
84 Lumber Company	2607-869331	10/03/2024	Wood for utility trailer - St. 4	105.20
Spire	INV0023112	10/03/2024	5410 Hwy 69N 8439444444	121.89
Spire	INV0023113	10/03/2024	1101 MLK Blvd 5305862222	68.75
Tuscaloosa Tire & Service Cen...	N289681	10/03/2024	FD #4531 - new tires & alignm...	722.35
Department 35 - Fire Total:				1,018.19
Department: 37 - Public Works				
Tuskaloosa Lawn Equipment L...	260085	09/26/2024	PO 24-3331 CREDIT REC'D	199.98
Tuskaloosa Lawn Equipment L...	263173	09/26/2024	CREDIT REC'D PO 24-3331	-199.98
Verizon	9974592475	10/03/2024	Acct 423469999-00001	1,040.43
Lowe's Home Centers Inc.	98225	10/03/2024	Special Events - blanket PO	53.33
Southland International Trucks..	01AW139087	10/03/2024	PW #6379 - diagnostic labor	227.70
Tuscaloosa Farmers Cooperati...	1570772	10/03/2024	PW Beautification - weed killer	240.00
Tuskaloosa Lawn Equipment L...	264086	10/03/2024	ROW equipment - strobe light...	912.58
Super Sports Sporting Goods L...	6984	10/03/2024	PW Uniforms - Superintendent...	182.00
Lowe's Home Centers Inc.	78172	10/03/2024	PO 24-3263	26.00
Ready Mix USA LLC	9450781619	10/03/2024	Construction - as needed conc...	177.95
Southland International Trucks..	03CI352629	10/03/2024	PW #6379 - induction cleaner	82.65
Northport Auto Supply Co. Inc.	100888361	10/03/2024	PW #0139 - alternator, battery...	306.67
Northport Auto Supply Co. Inc.	100889705	10/03/2024	PO 24-3545	-56.44
Northport Auto Supply Co. Inc.	100889715	10/03/2024	PW #6378 - hydraulic hose	82.40
McLeod Truck Parts Inc.	1921489	10/03/2024	PW #9487 - PTO switch	167.54
Cintas	4206850247	10/03/2024	PAYER # 14385499	26.19
Lowe's Home Centers Inc.	81955	10/03/2024	Special Events - plywood for R...	304.00
Verizon	INV0023079	10/03/2024	cell phone replacement - Rich...	149.97
Ervin's Workwear & Boots	INV-5921	10/03/2024	PW uniform boots - new empl...	89.99
NAPA Auto Parts	041874	10/03/2024	PW Shop - battery chargers	598.00
Lowe's Home Centers Inc.	83535	10/03/2024	Beautification - hose & wand a...	94.96
Department 37 - Public Works Total:				4,705.92
Department: 39 - Utilities				
High Cotton	2160	08/08/2024	Monthly Billing	7,450.61
Harcros Chemicals	330140053	10/03/2024	Council Approved - Liquid Chlo..	6,230.00
Empire Pipe and Supply Comp...	2166399	09/19/2024	Credit PO 23-4574	-27,000.00
Empire Pipe and Supply Comp...	2167152	09/26/2024	2" Dresser Style Coupling	297.90
Comcast Cable	INV0023074	10/03/2024	3950 3rd St S 8396 90 014 01...	308.56
Empire Pipe and Supply Comp...	2168021	09/26/2024	5 1/4" x 2" Valve Box Risers	68.94
Verizon	9974592475	10/03/2024	Acct 423469999-00001	1,316.13
Empire Pipe and Supply Comp...	2168161	10/03/2024	5 1/4" x 1" Valve Box Risers	35.24
Empire Pipe and Supply Comp...	2168508	10/03/2024	Council Approved - 5/8" Mete...	26,862.00
Empire Pipe and Supply Comp...	2168621	10/03/2024	PO 24-3749	-297.90
Winfield Tool & Equipment Re...	457034-0001	10/03/2024	PO 24-4101	196.23
Empire Pipe and Supply Comp...	2167154	10/03/2024	po 24-3625	222.00
Cintas	4206850337	10/03/2024	Payer # 14385564	96.07
Cintas	4206850664	10/03/2024	Payer # 14385434	508.16
Consolidated Pipe & Supply C...	AL0942070	10/03/2024	3/4" Comp x 3/4" Swivel Curbs...	2,028.00
Verizon	INV0023115	10/03/2024	Make up Short Pay July & Aug...	1,446.38
Department 39 - Utilities Total:				19,768.32
Department: 41 - Outside Agency Funding				
Tuscaloosa Metro Animal Shel...	INV0023066	10/03/2024	ANIMAL CONTROL CONTRACT ..	18,721.79
Department 41 - Outside Agency Funding Total:				18,721.79

Expense Approval Report

Payment Dates: 10/3/2024 - 10/16/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Department: 43 - Incentives				
Tuscaloosa County Industrial ...	INV0023070	10/03/2024	Project Crimson Payment 8 of...	150,000.00
North Square Properties LLC	INV0023075	10/03/2024	Economic Incentive Agreement	7,198.66
Alabama Donuts LLC	INV0023078	10/03/2024	Economic Incentive Agreement	1,233.74
Department 43 - Incentives Total:				158,432.40
Department: 45 - 2019 Additional Sales Tax				
Porter-Higginbortham Enginee... 20th Street Park Inv 7		10/03/2024	13th Avenue Park - Design and..	7,485.10
Department 45 - 2019 Additional Sales Tax Total:				7,485.10
Department: 46 - Parks & Recreation				
Northport Sports Complex De... 5		10/03/2024	Northport Sports Developmen...	35,000.00
Department 46 - Parks & Recreation Total:				35,000.00
Grand Total:				296,976.04

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	272,648.37
22 - MUNICIPAL COURT JUDICAL ADMIN FUND	4,559.35
50 - WATER & SEWER FUND	19,768.32
Grand Total:	296,976.04

Account Summary

Account Number	Account Name	Payment Amount
01-13-110-50312	Cell Phones	453.83
01-15-000-50000	Salaries & Wages	208.80
01-15-000-50175	Sundry Expense	187.88
01-15-000-50250	Community Events	152.18
01-15-000-50312	Cell Phones	280.79
01-16-000-50247	Outsourced Legal Servic...	350.00
01-16-000-50312	Cell Phones	269.00
01-17-000-50127	Software - License & Ma...	5,822.96
01-17-000-50373	Judicial Services - Court ...	5,934.35
01-21007	Security Deposits	400.00
01-22-000-50111	Software - License & Ma...	6,819.70
01-22-000-50312	Cell Phones	269.15
01-22-000-50348	Utilities - Internet	3,163.86
01-25-000-50312	Cell Phones	260.91
01-26-000-50106	Office Equipment	508.00
01-26-000-50312	Cell Phones	166.89
01-28-000-50312	Cell Phones	528.94
01-32-000-50312	Cell Phones	915.14
01-33-000-50111	Software - License & Ma...	16,250.00
01-33-000-50312	Cell Phones	216.82
01-33-000-50335	Crime Night Out	2,335.35
01-33-000-50355	Communication System -...	500.00
01-33-000-50367	Maintenance & Repair - ...	1,234.95
01-33-000-50522	Utilities - Natural Gas	55.47
01-35-210-50413	Maintenance & Repair - ...	722.35
01-35-210-50520	Utilities - Natural Gas	190.64
01-35-214-50279	Living Quarters Supplies -..	105.20
01-37-310-50261	Contract Shirts & Pants	182.00
01-37-310-50265	Boots and Hats	89.99
01-37-310-50305	Contract Services	26.19
01-37-310-50312	Cell Phones	1,190.40
01-37-311-50221	Hand Tools - Beautificati...	94.96
01-37-311-50234	Supplies - Beautification	266.00
01-37-311-50387	Supplies - Community Ev...	357.33
01-37-312-50234	Supplies - Construction	177.95
01-37-316-50227	Equipment - Shop	598.00
01-37-320-50380	Repairs - Garbage Trucks	82.40
01-37-323-50360	Maintenance - Trash Tru...	-56.44
01-37-323-50380	Repairs - Trash Trucks	167.54
01-37-324-50380	Repairs - Light Duty Vehi...	306.67
01-37-326-50380	Repairs - Mowers & Light..	0.00
01-37-331-50380	Repairs - Recycling Trucks	310.35
01-37-600-80000	Equipment	912.58
01-41-000-50803	Metro Animal Shelter	18,721.79
01-43-000-60900	Mercedes Benz Project C...	150,000.00
01-43-000-60902	North Square Property	7,198.66
01-43-000-60904	Alabama Donuts, LLC	1,233.74
01-45-000-54006	13th Avenue Park	7,485.10
01-46-000-50210	Professional Services	35,000.00
22-17-000-50373	Judicial Services	4,559.35

Account Summary

Account Number	Account Name	Payment Amount
50-39-510-50261	Contract Shirts and Pants	604.23
50-39-510-50312	Cell Phones	2,762.51
50-39-510-50590	Utilities - Other	308.56
50-39-511-50470	Billing Services	7,450.61
50-39-512-50300	Chemicals	6,230.00
50-39-514-50430	Equipment Rental	196.23
50-39-514-50431	Construction & Repair S...	2,132.18
50-39-514-50473	Inventory Supplies	222.00
50-39-514-50477	Water Meters	-138.00
Grand Total:		296,976.04

Project Account Summary

Project Account Key	Payment Amount
None	296,976.04
Grand Total:	296,976.04



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: October 21, 2024

SUBJECT: Purchase Requisition, Engine 4 Repairs, \$5,388.78

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This is a Purchase Order request to replace the turbo and actuator on Engine 4 which will resolve issues found during the "check engine" light diagnosis.

The diagnosis suggests "Turbo Failure." The repairs are to be completed by TruckWorx and will cost \$5,388.78.

Recommendation:

Approve this PO request for repairs to Engine 4 for \$5388.78.

Funding Source/GL Code:

GL Code No. 01-35-210-50410 Amount: \$5,388.78

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5388.78.

PARTS QUOTE

Kenworth of Birmingham, Inc.

2220 Finley Boulevard

Birmingham, AL 35234

Phone: (205) 326-6170

Fax: (205) 320-2212

8/28/2024 2:06:06PM

Quote

Page 1 of 1

14368

BIR

Bill
To: City of Northport
P O Box 569
Northport, AL 35476

Ship
To: City of Northport
P O Box 569
Northport, AL 35476
Office Phone: 205-333-3003

NEED PO

518,316

205-333-3003

jeremyl

Delivery Method: Delivery

Supplier	Part / Misc	Description / Ref Number	U/M	Quantity	Price	Extended Price
CX	6379232RXCUM	KIT, TURBO ACTUATOR	EA	1	1,255.34	1,255.34
All Cummins Recon parts warranties must be repair by an authorized Cummins dealer no over the counter warranties .						
CX	6379232RXCUM-C	KIT, TURBO ACTUATOR	EA	1	250.00	250.00
CX	5458507RXCUM	KIT, TURBOCHARGER	EA	1	4,133.44	4,133.44
All Cummins Recon parts warranties must be repair by an authorized Cummins dealer no over the counter warranties .						
CX	5458507RXCUM-C	KIT, TURBOCHARGER-Core	EA	1	875.00	875.00
CX	6379232RXCUM-C	KIT, TURBO ACTUATOR	EA	-1	250.00	-250.00
CX	5458507RXCUM-C	KIT, TURBOCHARGER-Core	EA	-1	875.00	-875.00

518,316

Total Parts:	\$5,388.78
Total Core Charges:	\$1,125.00
Total Core Returns:	\$(1,125.00)
Quote Subtotal:	\$5,388.78
Total Tax:	\$0.00
Quote Total:	\$5,388.78

Engine 4

WO 620

☐ Cash	☐ Check	☐ Visa	☐ M/C	☐ Discvr	☐ Amex	CkType: Per Co Other _____ Chk# _____
Name: _____	Drivers License #: _____	State: _____				
Card #: _____	Exp: _____	Name of Card Holder: _____				
Cardholder License #: _____	State: _____	Card Number Phoned: Y ☐ N ☐	Phone #: _____			
Date: _____	Received By: _____	Manger Approval: _____	Cashier: _____			

\$5,388.78 Exempt AL

\$0.00

\$5,388.78

Quote

Cody Kornegay

From: Brad Hamner
Sent: Monday, October 7, 2024 9:03 AM
To: Bart Marshall; Cody Kornegay
Cc: Matthew Sides
Subject: Engine 4 Turbo replacement
Attachments: FD engine 4 Turbo replacement quote (Truckworx).pdf

Bart,

Engine 4's repair will need to go for council approval. This quote is to replace turbo and actuator that will resolve issues found during check engine light diagnosis, work order #620. The check engine light is indicating turbo failure.

Thanks,

BRAD HAMNER

Maintenance Administrator
City of Northport Public Works
1781 Harper Road
Northport, AL. 35476
(205) 333-3003
(205)333-3030 Fax





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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: October 21, 2024

SUBJECT: Purchase Requisition, 2025 Bridge Inspections; Blake Galloway; \$9,250.00

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting that the City Council approve the cost estimate submitted by Blake Galloway to perform the required bridge inspections for 2025. Five bridges are in rotation to be inspected in 2025 for an amount of \$9,250.00.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

GL Code No. 01-32-000-50219 Amount: \$9,250.00

Motion for Consideration:

I move that the City Council approve the cost estimate submitted by Blake Galloway in the amount of \$9,250.00 for 2025 bridge inspections.

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: NORTHPORT

July 28, 2024
Page 1 of 2

Report Criteria					
Area:	All	City:	NORTHPORT	Maintenance Resp:	All
County:	All	MPO:	All	Inspection Resp:	City or Municipal Agency
				Inspection Type:	All
				Date:	12/01/2025
				Hide Delinquent:	No
				Sort By:	Bridge ID

			TYPE INSP DUE						R/SP INS	I41	
			S S S						DUE		
BIN	STR NUM	LOCATION	R	F	U	P	N	C	DEL		
014727	OCO0122 630000M03500	3.1 MI NW OF JCT ALA N 43						Y	Y	01 2025	P
017853	OCO0056 630000154300	3.5 MI NORTH US 82	Y					Y	Y	02 2025	A
019408	OCO0120 630000M00300	0.3 MI. WEST OF US JCT 43	Y					Y	Y	02 2025	A
020613	OMU0003 630000M00200	0.1 mi. w us 82 bypass	Y					Y	Y	02 2025	A
021715	M.L.K. BLVD.										2025

Cost Estimates for Bridge Inspection
Calendar Year 2025
City of Northport

Routine Inspections

BIN 017853	\$1,850.00
BIN 019408	\$1,850.00
BIN 020613	\$1,850.00
BIN 021715	\$1,850.00
BIN 014727	\$1,850.00

Grand Total : \$ 9,250.00



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: October 21, 2024

SUBJECT: Purchase Requisition, Utilities Department Employee Uniforms, Unifirst Uniform Services, \$33,000.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Unifirst Uniform Services, in the amount of \$33,000.00 is to provide the Utilities Department employees with uniforms to wear while they are on the job for safety and identification purposes. This amount will cover the initial purchase of uniforms and for the 1st year allotment for each employee. This purchase is included in the 2025 budget.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-510-50261 Amount: \$33,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$33,000.00 to Unifirst Uniform Services.



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: October 21, 2024

SUBJECT: Purchase Requisition, Abram's Demolition, 921 10th Street; \$9,500

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The City of Northport approved the structure located at 921 10th Street to be demolished. Abram's Demolition was chosen with the lowest bid for the job at \$9,500.00. If approved, this item will coincide with item 9a1 on this agenda.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-45-000-54101 Amount: \$9,500.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$9,500 to Abram's Demolition.

ABRAMS RECYCLING, SALVAGE & DEMOLITION

(205)799-9587

No. 2024-12
Date October 4 2024

EMAIL: ABRAMS DEMOLITION@GMAIL.COM

WEB ADDRESS: HTTP://ABRAMSDEMOLITION.GOOGLEPAGE.COM

INVOICE

JOB: Demolish and remove two
wood frame houses, and concrete
JOBSITE: 921 10th Street Northport 35476
Client: City of Northport
COST: \$ 9500.00

Prepared by: Jimmy Abrams

~~Down Payment:~~

~~Balance Due:~~

~~Subtotal:~~

~~any additions:~~

Grand total: \$ 9500.00





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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: October 21, 2024

SUBJECT: Purchase Requisition, Motorola Solutions for PD Radio Maintenance - \$18,416.75

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

The requisition for Motorola Solutions in the amount of \$18,416.75 is for PD Radio Maintenance.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-33-000-50406 Amount: \$18,416.75

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$18,416.75 to Motorola Solutions.



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

Visit our website at www.motorolasolutions.com

Bill To Address

NORTHPORT, CITY OF
ATTN: Accounts Payable
3500 MCFARLAND BLVD
NORTHPORT AL 35476
United States

ORIGINAL INVOICE

Transaction Number 8230484032	Transaction Date 02-OCT-2024	Transaction Total 18,416.75 USD
---	--	--

P.O. Number	P.O. Date	Customer Account No 1011282407
--------------------	------------------	--

Payment Terms Net Due in 30 Days	Payment Due Date 01-NOV-2024
--	--

IMPORTANT INFORMATION

Service From
01-NOV-2024
Service To
31-JAN-2025

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)883-4238

Sales Order(s): USC000006948-R01-JAN-24 14:37:20

SPECIAL INSTRUCTIONS / COMMENTS

General Comment: Regular Invoice

To view your invoices in other formats and perform secure online bill payment, login to your account on <http://www.motorolasolutions.com/self-service/myaccount/billingmanagement/>. For online support, contact the Motorola Solutions Support team using the online Chat feature or by calling 1-800-422-4210

Total Tax	AL	0.00	USD Subtotal	18,416.75
			USD Total Tax	0.00
			USD Total	18,416.75
			USD Amount Due	18,416.75

passed on 4.15.24.

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8230484032	Customer Account No 1011282407	Payment Due Date 01-NOV-2024	Transaction Total 18,416.75 USD	Amount Paid
---	--	--	--	--------------------

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

NORTHPORT, CITY OF
ATTN: Accounts Payable
3500 MCFARLAND BLVD
NORTHPORT AL 35476
United States

Payment Transfer Details

CHICAGO
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319819

Send Payments To:

Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

01-33-000-50406



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: October 21, 2024

SUBJECT: Purchase Requisition, Demographic and Psychographic data, Placer.ai, \$23,000.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Whitney DuBose

Approved By: Glenda Webb

Summary:

Creates reports of demographic and psychographic data

Recommendation:

To approve this consent agenda item

Funding Source/GL Code:

GL Code No. 01-15-000-50210 Amount: \$23,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$23,000.00.



Placer.ai

PLACER LABS, INC.

ORDER FORM

City of Northport, Alabama	("Customer")	Placer Labs, Inc.	("Placer")
Address:	3500 McFarland Boulevard Northport, AL 35476	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
Contact Person:	Glenda Webb	Contact Person	Bill Cromwell
Email:	gwebb@cityofnorthport.org	Billing Contact Person:	Jason Tsui
Phone:	205-339-7000	Billing Email*:	billing@placer.ai
Billing Contact Email:	gwebb@cityofnorthport.org	Billing Phone*:	415-228-2444 ext 806
		*Not for use for official notices.	

1. Services.

The services provided under this Order Form (the "Services") include:

- Chain Report Expanded which displays chain-level demographic and psychographic data.
- Access, via Placer Venue Analytics Platform ("Placer's Platform"), to all major venues within the United States
- Customer may not provide access to any third party agents acting on its behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form
- Access, via Placer's Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers' demographics, interests, and time spent at relevant locations
 - Where customers are coming from and going to, and the routes they take
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive insights
 - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 26 credits; Annual Maximum of 104 credits
- Premier Customer Support
 - Regular meetings with Placer's Customer Success Team
 - Live, Virtual Training support as reasonably needed
- Access to STI Demographics Bundle + Mosaic Data Set, and AGS CrimeRisk. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Input Datasets Used
STI Demographics Bundle	PopStats
	Spending Patterns
	Workplace
	Market Outlook
Experian Mosaic	Mosaic Segmentation
AGS CrimeRisk	CrimeRisk

2. Permitted Uses

Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“**Placer Data**” means the data, information and materials accessible via the Services.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data: (a) Research Data may contain limited excerpts and discrete portions of Placer Data (“**Excerpts**”) so long as: (i) such Excerpts are only supportive of, and do not independently form a substantial part of, the Research Data; (ii) Research Data does not include full copies or substantial portions of Placer Data; and (iii) any such Research Data is distributed to no more than a limited number of Customer’s clients and prospective clients and is not commercially or generally distributed; (b) The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation); and (c) Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

No part of the Placer Data or Research Data may be used: (i) in connection with, or to enable development of machine learning, rules engines, or other similar automated processes; or (ii) to train third-party artificial intelligence (“**AI**”) technologies, models, software, platforms or tools including, without limitation, ChatGPT, Bard and similar AI technologies. None of the Placer Data, or any part thereof, may be shared externally with any third-party AI technology service providers unless the third-party AI service providers are contractually prohibited from: (i) using the Placer Data to develop or improve the AI technology, (ii) storing any portion of the Placer Data; and (iii) redistributing any portion of the Placer Data to any third party.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 12 consecutive months thereafter (the “**Initial Term**”). Each renewal or additional term, if any, is referred to as “**Additional Term**,” and the Initial Term and any Additional Terms are referred to collectively as the “**Term**.”

Additional Term: Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

Termination: Either party may terminate this Order Form upon thirty (30) days’ notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer’s access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

Post-Termination Rights and Obligations:(a) Upon any termination or other expiration of this Order Form all rights and licenses granted to Customer to use the Services and Placer Data shall cease; (b) Within ten (10) days after such termination or expiration, Customer will permanently delete or destroy all elements of Placer Data under its control; provided however, Customer shall not be required to immediately purge from its hard-copy, electronic or email files Placer Data that Customer accessed or otherwise used in compliance with the terms of this Order Form or the

Agreement which are contained in such hard-copy, electronic or email files (the “**Post-Termination Information**”), so long as any Post-Termination Information is (i) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (ii) not used, copied, distributed or displayed for internal research or marketing or for any other commercial purposes and (ii) ultimately deleted in accordance with Customer’s data retention policy; and (c) upon request from Placer, Customer shall certify in writing its compliance with this provision

4. Fees.

\$23,000/year invoiced: in full upon signing this Order Form.

Invoice sent electronically to Customer’s billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form. Customer agrees that if any event occurs that will result in a material increase in Customer’s usage of the Services (whether due to a merger or acquisition or otherwise), Customer will notify Placer in writing no later than thirty (30) days following the date of such event and Placer reserves the right to increase the Customer’s Annual Fee accordingly. If such event consists of Customer’s merger with or acquisition of another customer of Placer, the Annual Fee increase shall be in an amount no less than the pro-rated annual fee of such other customer.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer’s net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer’s customer support department at support@placer.ai.

Placer may increase the Fees any time following the Initial Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

In the event of any termination, Customer will pay in full for the Services.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the

Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

Notices. All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a “**Trial Offering**”), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) (“**Trial Subscription Term**”), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided “as is”; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD \$100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

Funding Failure Termination Right. If funds for continued payments under this Agreement by the Customer are at any time unavailable or are insufficient for the Initial Term or any Additional Term, through failure of any entity, including the Customer itself, to appropriate such funds, then the Customer shall, within ten (10) days of such determination, provide notice to Placer and both Placer and the Customer shall have the right to immediately terminate this Order Form without penalty or further payment by the Customer.

Public Records Laws. Placer acknowledges that if Customer is subject to the applicable public records laws and regulations for Alabama state (“Public Records Laws”), that all obligations imposed by this Agreement are subordinate to Customer’s obligations under Public Records Laws. Notwithstanding the foregoing, Customer agrees that it will keep Placer's Proprietary Information (including any Placer Data) confidential in accordance with this Order Form and the Agreement unless otherwise required by applicable law, including Public Records Law.

License Agreement Amendments. For the purposes of this Order Form only, the Agreement is hereby amended as follows:

- If applicable law prohibits Customer from indemnifying Placer, then Section 5.b of the Agreement, beginning “Customer shall defend, indemnify and hold Placer harmless...”, is hereby deleted in its entirety.
- The third to the last sentence of Section 8 of the Agreement is hereby removed in its entirety and replaced with the following: “This Agreement shall be governed by the laws of the State of Alabama without regard to its conflict of laws provisions.”

Promotional Use. Customer grants Placer the right to use Customer’s company name and company logo, for Placer’s promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the “**Agreement**”); provided, however, that in the event of any conflict

between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”

City of Northport, Alabama
By:
Name:
Title:
Date:

“Placer”

Placer Labs, Inc.
By:
Name:
Title:
Date:



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

AGENDA ITEM NO. 9.c.9.

MEETING DATE: October 21, 2024

SUBJECT: Purchase Requisition, Three (3) 2024 Ford F-150 Pickup Trucks; Stivers Ford Lincoln of Montgomery, \$139,766.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department is respectfully requesting approval to purchase three (3) 2024 Ford F-150 Supercrew 4x4 Pickup Trucks from Stivers Ford Lincoln of Montgomery at prices determined by the State Bid Contract and totaling \$139,766.00.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-600-80000 Amount: \$139,766.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$139,766.00 to Stivers Ford Lincoln of Montgomery.

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

9/25/23
Version 23.0

2024 FORD F150 SUPERCREW 4x4 PICKUP -- STATE CONTRACT T191

CONTRACT NUMBER: MA220000003128-15

CONTRACT AMOUNT: \$42,810

INCLUDES: 2.7L EcoBoost V6 Engine, 10-Spd Auto, 4x4, 145" Wheelbase, 5.5' Bed, Class IV Trailer Hitch w/ 4/7 Pin Connector, Power Windows, Power Door Locks w/ Integrated Key Transmitter Keyless Entry, Power Tailgate Lock, Cruise Control, Black Vinyl Flooring, 17" Silver Steel Wheels, Ford Co-Pilot 360 2.0, 36 Gallon Fuel Tank

EQUIPMENT GROUP OPTIONS

W1L	101A XL Equipment Group (Base Equipment Group on Contract)	\$ 42,810	☒
W1L	103A XL Equipment Group: 17" Silver Aluminum Wheels, Chrome Bumpers, & Fog Lamps	\$ 1,000	☐
W2L	200A STX Equipment Group: 20" Dark Gray Machined Aluminum Wheels, 275/60/20 BSW All Terrain Tires, Rear Privacy Glass, Black & Dark Gray Grill, LED Fog Lamps w/ LED Cornering Lamp, STX Box Side Decal, Front/Rear Body-Color Bumpers, Electronic Rear Window Defroster, Color-Coordinated Carpet Mats	\$ 4,503	☐
W2L	201A STX - FX4 Equipment Group: STX w/ 18" Black Aluminum Wheels, LT265/70R18C All Terrain Tires, E-Locking Rear Axle, Off-Road Tuned Front Shock Absorbers, Monotube Rear Shocks, Hill Descent Control, 6" Black Running Boards, Skid Plates: Fuel Tank, Transfer Case, & Front Diff, Dual Exhaust w/ Black Tips.	\$ 6,487	☐
W3L	301A XLT Equipment Group: 18" Chrome-Like PVD Wheels, 275/65R18 BSW All Terrain Tires, Chrome w/ Body-Color Fascia Front Bumper, Chrome Rear Bumper, Chrome Door & Tailgate Handles, Black Painted Mesh w/ Chrome Center Bar Grill, Chrome Single Tip Exhaust, 6" Chrome Running Boards 8-Way Power Driver's Seat, Dual Zone Automatic Temp Control, SecuriCode Keyless Entry Keypad, 360 Degree Camera, Pro Trailer Backup Assist, & Pro Trailer Hitch Assist	\$ 7,079	☐
W3L	302A XLT Equipment Group: XLT 301A Equipment Plus: Adaptive Cruise Control, Heated Front Seats, Remote Start System w/ Remote Tailgate Release, Intelligent Access w/ Push Button Start, High Intensity LED Security Approach Lamps, LED Sideview Mirror Spotlights, & Power Sliding Rear Window	\$ 9,792	☐

EXTERIOR COLOR OPTIONS:

YZ	Oxford White	☒	HX	Anitmatter Blue	☐	B1	School Bus Yellow (\$660)	☐	
UM	Agate Black	☐	B3	Atlas Blue	☐	AT	Yellow (\$660)	☐	
JS	Iconic Silver	☐	GR	Green (\$660)	☐	E4	Vermillion Red (\$660)	☐	
M7	Carbonized Gray	☐	MB	Orange (\$660)	☐	D4	Rapid Red Tinted (\$495)	☐	XLT Only

INTERIOR OPTIONS:

AS	Vinyl 40/ 20 /40 - Medium Dark Slate Gray	NC	☒
CS	Cloth 40/ 20 /40 - Medium Dark Slate Gray	NC	☐
DB	Unique Sport Cloth 40/Console/40 - Black	(Only Choice for STX 200A)	NC
8B	Unique Sport Cloth 40/Console/40 - Black/Bronze	(Only Choice for STX FX4 201A)	NC
MS	Cloth 40/ 20 /40 - Medium Dark Slate Gray	(XLT Only)	NC
6B	Cloth 40/ 20 /40 - Black	(XLT Only)	NC
US	Cloth 40/Console/40 - Medium Dark Slate Gray	Required To Order 50M Mobile Office (XLT Only)	NC
7B	Cloth 40/Console/40 - Black	Required To Order 50M Mobile Office (XLT Only)	NC

DRIVE TRAIN OPTIONS:

99P	2.7L V6 EcoBoost Engine	NC	☐
X19	3.55 Regular Axle	NC	☐
XL9	3.55 Electronic Locking Axle - STANDARD AXLE ON STX FX4 201A PKG	\$ 470	☐
998	3.5L V6 Ecoboost Engine - REQUIRES 53T TOWHAUL PKG - 3.5L NOT AVAILABLE W/ STX 200A & 201A	\$ 1,660	☐
XL9	3.55 Electronic Locking Axle	NC	☐
995	5.0L V8 Engine	\$ 1,370	☒
X27	3.31 Regular Axle	NC	☐
XL3	3.31 Electronic Locking Axle	\$ 470	☐
XL6	3.73 Electronic Locking Axle	\$ 570	☐

WHEELBASE OPTION:

157 Wheelbase 157" - 6.5' Bed - ONLY W/ 5.0L ENGINE \$ 952 ☐

OPTIONS:

18B	Black Platform Running Boards - XL	\$	250	☐
67T	Trailer Brake Controller - w/ 2.7L EcoBoost Only	\$	275	☐
53T	Tow Haul Package - Requires 3.55 E-Lock on 3.5L EcoBoost	\$	785	☐
413	Skid Plates - Only Available on XLT & Higher Trim Levels	\$	160	☐
924	Privacy Glass	\$	100	☐
85H	Back-up Alarm	\$	220	☐
91P	Power 8-Way Driver Seat - N/A w/ Code AS Vinyl 40/20/40	\$	350	☐
KEY	2 Extra Keys	\$	600	☐
PI2	Power Invertor	\$	465	☐
50M	Mobile Office Package - Optional on STX & XLT 301A/302A. Includes Console Work Surface & 400 Watt Outlets in Cab & Bed.	\$	1,045	☐

STIVERS OPTIONS:

LED	4 Corner LED Strobe Lights	\$	699	☒
WT1	All Weather Rubber Mats	\$	199	☒
TB1	Tool Box - Standard (15")	\$	539	☒
TB2	Tool Box - Deep Well (18")	\$	599	☐
BL6	Bed Liner - Drop In (5-1/2")	\$	315	☐
BL6	Bed Liner - Drop In (6-1/2")	\$	345	☐
SL1	Spray-in Bed Liner (5-1/2" bed)	\$	595	☒
SL2	Spray-in Bed Liner (6-1/2" bed)	\$	625	☐
TN1	Tonneau Cover - Non Folding Hardshell	\$	1,995	☐
TN2	Tonneau Cover - Retractable	\$	1,795	☐
TN3	Tonneau Cover - Tri Fold	\$	1,395	☐
CAM	Camper Shell	\$	2,985	☐
BS	Bed Slide	\$	1,590	☐
BG	Brush Guard w/ Wraps over Headlamps and Winch	\$	2,949	☐
MX1	Liftgate - Maxon		Request	☐

DELIVERY: State Contract Provisions for \$2.00 / mile one-way \$ ☐

Delivery Address: _____

TOTAL VEHICLE (Required)

Customer: City of Northport

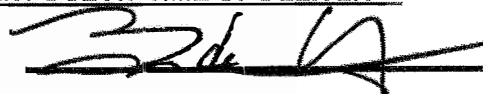
Contact: Brad Hamner

Phone: 659-239-0408

Email: Bhamner@cityofnorthport.org

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)



DATE (Required):

10/26/23

PURCHASE ORDER NUMBER: (Required)

QUANTITY

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

9/25/23
Version 23.0

2024 FORD F150 SUPERCREW 4x4 PICKUP -- STATE CONTRACT T191

CONTRACT NUMBER: MA220000003128-15

CONTRACT AMOUNT: \$42,810

INCLUDES: 2.7L EcoBoost V6 Engine, 10-Spd Auto, 4x4, 145" Wheelbase, 5.5' Bed, Class IV Trailer Hitch w/ 4/7 Pin Connector, Power Windows, Power Door Locks w/ Integrated Key Transmitter Keyless Entry, Power Tailgate Lock, Cruise Control, Black Vinyl Flooring, 17" Silver Steel Wheels, Ford Co-Pilot 360 2.0, 36 Gallon Fuel Tank

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UM Agate Black	☐	B3 Atlas Blue	☐	AT Yellow (\$660)	☐	
JS Iconic Silver	☐	GR Green (\$660)	☐	E4 Vermillion Red (\$660)	☐	
M7 Carbonized Gray	☐	MB Orange (\$660)	☐	D4 Rapid Red Tinted (\$495)	☐	XLT Only

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CS Cloth 40/ 20 /40 - Medium Dark Slate Gray		NC	☐
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Government Department
334-613-5000

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

9/25/23
Version 23.0

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MX1	Liftgate - Maxon		Request	☐

DELIVERY: State Contract Provisions for \$2.00 / mile one-way \$ ☐

Delivery Address: _____

TOTAL VEHICLE (Required)

Customer: City of Northport

Contact: Brad Hamner

Phone: 659-239-0408

Email: Bhamner@cityofnorthport.org

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)



DATE (Required):

10/26/23

PURCHASE ORDER NUMBER: (Required)

QUANTITY

F21416, Order # W111,

Page 2 of 2

QP064

W1L



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

AGENDA ITEM NO. 9.c.10.

MEETING DATE: October 21, 2024

SUBJECT: Purchase Requisition, RFID Readers for Police MDUs - \$5,292.50

Unfinished Business:

New Business:

Consent Agenda:

X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

The requisition to CDW-G is for RFID Readers for Police MDUs in the amount of \$5,292.50

Recommendation:

Approve

Funding Source/GL Code:

GL Code No.18-33-000-50108 Amount: \$5,292.50

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,292.50 to CDW-G.



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

SCOTT MURPHY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

[Convert Quote to Order](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PBBS299	8/2/2024	24-3068	4009475	\$5,292.50

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RF Ideas pcProx 82 Series USB Proximity Reader	50	1211119	\$105.85	\$5,292.50
Mfg. Part#: RDR-6082AKU				
UNSPSC: 43211612				
Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)				

SUBTOTAL	\$5,292.50
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$5,292.50

PURCHASER BILLING INFO

Billing Address:
CITY OF NORTHPORT
ACCTS PAYABLE
PO BOX 569
NORTHPORT, AL 35476-0569
Phone: (205) 339-7000
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CITY OF NORTHPORT, AL - IT
ATTN: BRANDI HAMBRIGHT
3721 26TH AVE
NORTHPORT, AL 35473-2952
Phone: (205) 339-7000
Shipping Method: DROP SHIP-GROUND

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Brian Krull | (866) 537-4660 | briakru@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$5,292.50	\$153.54/Month	\$5,292.50	\$175.08/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



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

AGENDA ITEM NO. 11.c.1.

MEETING DATE: October 21, 2024

SUBJECT: Second Reading, Ordinance Ordering Demolition of Unsafe Structure Located at 5118 Azalea Trail

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 5118 Azalea Trail is unsafe and dangerous to the public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act N. 80-419.

Recommendation:

Staff is recommending that this structure be demolished.

Funding Source/GL Code:

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

Motion for Consideration:

I make a motion to approve the ordinance ordering demolition of the unsafe structure located at 5118 Azalea Trail.

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:

5118 Azalea Trail, Northport, AL 35473

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

WHEREAS, on the 21st day of October, 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: **5118 Azalea Trail, Northport, AL 35473** 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 21st day of October, 2024.

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this the 21st day of October, 2024

Dr. John Hinton, Mayor

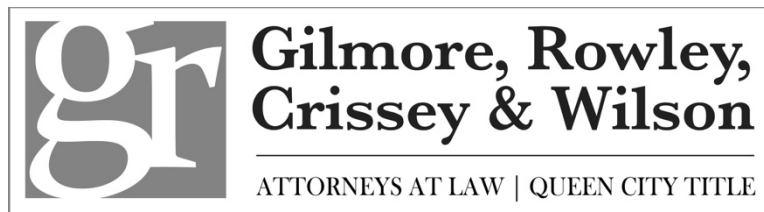
I hereby certify that the above and foregoing Ordinance was published on _____, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda Webb.
City Administrator-Clerk

1st Reading: October 7, 2024
Motion: Wiggins
2nd Reading: October 21, 2024
Motion By:
Second By:
Publication:

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

Tara R. Carpenter
Queen City Title Manager



June 27, 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
5118 Azalea Trail, Northport, Alabama 35473**

Dear Tyler:

Per your request, we have examined title from December 21, 1999 through June 21, 2024 and offer the following summary on the above referenced property. Copies of referenced documents may be provided upon request.

Address: 5118 Azalea Trail, Northport, Alabama 35473

Tax Id: 63 31 03 05 2 001 014.000

Legal: Lot 5, Block 10 of Briarcliff No. 2, a map or plat of which is recorded in Plat Book 13, at Page 118, in the Probate Office of Tuscaloosa County, Alabama, said reference being hereby made in aid of and as a part of this description.

Assessed to: Jade Enterprises, LLC
2920 Woodland Rd
Tuscaloosa, AL 35405

Tax Amount: Property taxes for 2023 in the amount of \$155.80 were paid on February 26, 2024.

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

Title: The source deed for the property is that quit claim deed, from Andrew Paul Blake to Jade Enterprises, LLC, dated June 4, 2024 and recorded on June 5, 2024 in Deed Book 2024, at Page 11404 in the Probate Office of Tuscaloosa County, Alabama.

Note: Andrew Paul Blake appears to be the owner, or an owner, of Jade Enterprises, LLC. The registered agent for the LLC is Andrew Paul Blake, 2920 Woodland Rd, Tuscaloosa, AL 35405.

Mortgages: None.

Judgments
/ Liens: None.

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

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

9. We have not requested or preformed an environmental audit and make no such representations regarding the same as to the past or present condition of the properties for hazardous substances;
10. We do not make any representation with regard to the exact amount of acreage or square feet contained in the property;
11. We do not make any representation with regard to mineral and mining rights;
12. We do not make any representation with regard to the legal right of access to and from the property; and
13. Restrictive Covenants as recorded in Deed Book 696, at Page 424 and amended in Deed Book 2023 at Page 12299 in the Probate Office of Tuscaloosa County, Alabama;
14. Easements, minimum building lines and other restrictions as shown on the recorded plat in Plat Book 13, at Page 118 in the Probate Office of Tuscaloosa County, Alabama.

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

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

This report is made effective as of **8:00 a.m. June 21, 2024.**

Very truly yours,

/s/ Adrian M. Rowley

Adrian M. Rowley

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

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **5118 Azalea Trail, Northport, AL 35473**
OWNER: **Jade Enterprises, LLC**

PROPERTY MAINTANANCE CODE

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



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

August 14, 2024

Jade Enterprises, LLC

2920 Woodland Road

Tuscaloosa, AL 35405

**RE: NOTICE OF UNSAFE STRUCTURE AT – 5118 Azalea Trail, Northport, AL 35473
TAX PARCEL I.D. # 63-31-03-05-2-001-014.000**

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.

Jade Enterprises, LLC

August 14, 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



CITY OF NORTHPORT

OWNER: Jade Enterprises, LLC

MAILING ADDRESS: 2920 Woodland Road, Tuscaloosa, AL 35405

LOCATION OF STRUCTURE: 5118 Azalea Trail, Northport, AL 35473

August 14, 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 **5118 Azalea Trail** in the City of Northport, which real property was last assessed for state taxes by **Jade Enterprises, 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 **7th** day of **October 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















