

NORTHPORT CITY COUNCIL MEETING
MONDAY, NOVEMBER 18, 2024
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- a. Proclamation Recognizing Pink Friday
- b. World AIDS Day Proclamation
- c. Business of the Month Proclamation to Izzy's Coffee & Comics

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, Storage and Removal of Inoperable Vehicles on Private Property - Ron Davis
- 2. Second Reading, Ordinance Repealing Ordinances 2225 and 2226 Ordering Demolition of 1207 15th Street Court - Ron Davis

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. First Reading, Ordinance Amending and Adopting the Updated Zoning Ordinance. - Julie Ramm

b. Resolutions of a Temporary Nature

- 1. Resolution Authorizing the City Administrator to Reject the Contract Awarded to Southland Transportation Group for Bid File 23-14 - Brooke Starnes
- 2. Resolution Authorizing the City Administrator to Execute a Contract with WAR Construction, Inc. for the River Run Park at Northport Shore - Vertical Completion Package - Tera Tubbs
- 3. Resolution Authorizing the City Administrator to Purchase Athletic Turf Surfacing for River Run Park at Northport Shore - Tera Tubbs
- 4. Resolution Authorizing the City Administrator to Execute Lighting Services Lease Agreements with Alabama Power for Roadway and Parking Lot Lighting at River Run Park at Northport Shore - Tera Tubbs
- 5. Resolution Authorizing the City Administrator to Execute Change Order No. 1 with Utility Asset Management for the Storm Sewer Rehabilitation Project for Flatwoods Road & 68th Avenue - Brad Matthews, Tera Tubbs
- 6. Resolution authorizing the City Administrator to execute a Reimbursement Agreement with Courtstone, LLC for an Interim Sewer Study for the Townes of North Lake Subdivision - Glenda Webb
- 7. Resolution Authorizing the City Administrator to Enter into a Master Services Agreement and Task Order Directive No. 1 with The Cassady Company, Inc. for the Townes of North Lake Pump Station - Tera Tubbs
- 8. Resolution Authorizing the City Administrator to Approve Right-of-Way Acquisitions for Main Avenue Revitalization Project - STPSU-CRPTL-6321(252) - Ron Davis

c. Consent Agenda

- 1. Minutes, November 4, 2024 - Glenda Webb
- 2. Bill Listing - Glenda Webb
- 3. Purchase Requisition, Paint Striper with Paint; PPG Paints; \$6,090.43 - Brooke Starnes

- 4. Purchase Requisition, One (1) Rear-Loading Garbage Truck from Truckworx - Birmingham; \$235,500.00 - Brooke Starnes
- 5. Purchase Requisition, One (1) 2024 Ford F-150; \$56,500.00 - Chief Bart Marshall
- 6. Purchase Requisition, Athletic Field Sports Lighting; Musco Sports Lighting; LLC; \$1,239,100.00 - Tera Tubbs
- 7. Purchase Requisition, Tuscaloosa County Commission; \$55,275.00 - Gerald Burton
- 8. Purchase Requisition, Emergency Sewer Repairs at Hwy 69N & Hwy 82, The Cassady Company, Inc.; \$11,692.86 - John Webb

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

- a. Engineering
- b. Legal Department
- c. Planning Inspections Department
 - 1. Second Reading, Resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 921 10th Street. - Julie Ramm
- d. Police Department

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. ADJOURNMENT



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

AGENDA ITEM NO. 8.a.1.

MEETING DATE: November 18, 2024

SUBJECT: Second Reading, Storage and Removal of Inoperable Vehicles on Private Property

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading: X

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

This ordinance prohibits the storage of inoperable vehicles on private property within public view in all residential and commercial districts of the city. This ordinance applies when hand-delivery or ticketing is not possible, such as when an inoperable vehicle's owner lives out of town. The ordinance includes exemptions for vehicle repair, storage, and sales businesses. The ordinance provides specific notice and public hearing requirements.

Recommendation:

Adopt the Ordinance

Funding Source/GL Code:

N/A

Motion for Consideration:

I move the adoption of the Ordinance addressing Storage and Removal of Inoperable Vehicles on Private Property

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 42 ARTICLE IV OF CITY CODE TO ADDRESS
INOPERABLE VEHICLES ON PRIVATE PROPERTY**

WHEREAS, Northport City Code Chapter 42, Article IV. Junked or Inoperable Vehicles, enables the city to issue tickets for nuisance inoperable vehicles, and

WHEREAS, the City occasionally encounters situations where ticketing or other hand-delivery is not possible, and

WHEREAS, the City wishes to clarify the procedure for removing nuisance inoperable vehicles from private property if hand-delivery of notice or ticketing is not possible.

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

1. The City of Northport amends Chapter 42, Article IV. of the City of Northport Code of Ordinances, as set forth in Exhibit “A” which is attached hereto and incorporated by reference as if fully set out verbatim.
2. This Ordinance shall become effective immediately upon passage and publication.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

ORDAINED this the 18th day of November, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 18th day of November, 2024.

John Hinton, Mayor

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

Glenda D. Webb, City Administrator

1st Reading: November 4, 2024
By: Aiken
2nd Reading: November 18, 2024
Motion By:
Second By:
Publication:

EXHIBIT “A”

ARTICLE IV. JUNKED OR INOPERABLE VEHICLES¹

DIVISION 1. - GENERALLY

Sec. 42-81. Prohibited.

It shall be unlawful for any person in charge or control of any premises located in a residential zone of the city, whether such a person is the tenant, owner, occupant, lessee or otherwise, to allow any junked or inoperable vehicle to remain on the property longer than ten calendar days after written notice has been served upon such person or, if such person cannot be found after a reasonably diligent search, then the notice shall be posted upon the vehicle by any environmental control officer, any other city or state law enforcement officer or health officer of the county, notifying such person to remove such vehicle or vehicles from the premises. In lieu of this procedure, the city may utilize the provisions of the abandoned vehicle law.

(Ord. No. 96-1212, § 1(42-30), 11-18-96)

Sec. 42-82. Exceptions.

This article shall not apply to any vehicle in an enclosed building or to any vehicle on the premises of a licensed junk dealer or similar business when the keeping of such vehicle is necessary to the operation of such licensed business.

(Ord. No. 96-1212, § 1(42-31), 11-18-96; Ord. No. 1392, § 1, 6-4-01)

Sec. 42-83. Declaration of public nuisance.

Any unoccupied vehicle parked in a no parking, tow-away zone, or parked upon a public street or any public alley in the city, at a place, in a manner or for a length of time prohibited in this article or by any ordinance of the city is hereby declared to be an obstruction to traffic and a public nuisance, and any police officer of the city is hereby authorized to remove such vehicle or to cause such vehicle to be removed and impounded at police headquarters, or such other location designated by the city for such purposes pursuant to Code of Ala. 1975, §§ 32-13-2, 32-5A-139.

(Code 1990, § 15-12; Ord. No. 932, § 15-12, 10-1-90)

Sec. 42-84. Authority to impound.

Whenever any police officer of the city shall find upon any public street, public parking lot or public alley of the city, or within the police jurisdiction, any vehicle which he has reasonable cause to believe to be lost, stolen or abandoned, or any vehicle which is, or is likely to become, an obstruction on a public way, or to be without proper protection by reason of the person in charge or control thereof having been arrested or incarcerated, or any truck

¹Cross reference(s)—Offenses and miscellaneous provisions, ch. 54; junk, scrap and salvage, § 54-286 et seq.; traffic control, ch. 70.

or trailer, left standing, whether attended or unattended, in violation of section 70-53, such officer shall have authority immediately to remove such vehicle or cause such vehicle to be removed to, and impounded at, police headquarters or in a depository provided by the city for such purpose.

(Code 1990, § 15-13; Ord. No. 932, § 15-13, 10-1-90)

Sec. 42-85. Lien on impounded vehicles.

The city shall have a lien upon each impounded vehicle for the amount of the cost of removing such vehicle. Any violation of the provisions of this article shall be subject to the penalty provisions of section 1-6 of this Code.

(Code 1990, § 15-14; Ord. No. 932, § 15-14, 10-1-90)

State law reference(s)—Lien for removal generally, Code of Ala. 1975, § 32-13-2.

DIVISION 2. - STORAGE AND REMOVAL OF INOPERABLE VEHICLES ON PRIVATE PROPERTY

Sec. 42-86. Storage and removal of inoperable vehicles—Scope, findings and purpose.

- (a) This section applies to all inoperable vehicles parked on private property in public view within the city and provides the city with a process to remove an inoperable vehicle(s) from private property when the city is unable to deliver a violation notice to the appropriate individual(s) by hand delivery pursuant to section 2-267 of this Code.
- (b) The purpose of this article is to safeguard the peace and safety and to maintain the general welfare of the residents of the city and their visitors by establishing a removal procedure for abandoned, junked, wrecked, dismantled, inoperative, rusted, junked, or partially dismantled vehicles placed in a residential area.
- (c) The restrictions on placement of inoperable vehicles and requirement of their removal are necessary to protect the public health, safety and welfare of its residents.

Sec. 42-87. Definitions.

For the purposes of this article, the following terms, phrases, words and their derivations shall have the meaning given in this section. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Evidence of disuse, neglect or abandonment may include, without limitation, factors such as: the vehicle being wrecked or inoperable; the vehicle being partially dismantled, having no engine, transmission, or other major or necessary parts; the vehicle having no valid license tag; there being vegetation underneath the vehicle as high as or higher than the lower portion of the vehicle body or frame; there being refuse or debris collected under the vehicle; the vehicle being used solely for storage purposes; and/or the vehicle being in any physical state rendering it inoperable.

Inoperable motor vehicle means any motor vehicle, trailer, or semitrailer regardless of size that has remained on private property and in view of the general public for thirty (30) days or more and (i) is inoperable in that one (1) or more of its major mechanical components, including, but not limited to, the engine, transmission, drive train, or wheels, are missing or are not functional, or the vehicle otherwise constitutes a nuisance; (ii) is apparently incapable of being self-propelled upon the public streets of the city; (iii) does not meet the requirements for operation upon the public streets of the city, including a current motor vehicle registration; and/or (iv) shows

evidence of disuse, neglect or abandonment, including flat or rotted tires. A motor vehicle shall be considered abandoned or disabled if it shows evidence of disuse, neglect or abandonment.

Person means any person, firm, partnership, corporation, association, company or organization of any kind.

Private property means any real property within the city which is privately owned and which is not public property owned by the city or any other governmental unit.

Property means any real property within the city.

Vehicle means a machine propelled by power other than human power designated to travel along the ground by use of wheels, treads, runners, or slides and shall include, without limitation, an all-terrain vehicle (ATV), automobile, bus, truck, trailer, motorcycle, tractor, go-carts, golf carts, buggy and wagon, and camper.

Sec. 42-88. Prohibited; declared nuisance.

- (a) Unless otherwise set forth in this article, it shall be unlawful for any person to park, leave or store more than two (2) inoperable motor vehicles upon any lot, place or premises in all residential and commercial districts, subject to the exemptions enumerated in Sec. 42-89, below. All such vehicles shall be screened from view from all public or private street rights-of-way by virtue of storage within an enclosed building or being screened by privacy fencing, topography, and/or vegetation.
- (b) Any inoperable motor vehicle parked upon a place, in a manner, or for a length of time prohibited by this article or any other ordinance or regulation of the city is hereby declared to be a public nuisance, subject to removal, impoundment and disposal.

Sec. 42-89. Exemptions.

- (a) An inoperable motor vehicle shall not be deemed a nuisance and in violation of this article if:
 - (1) The vehicle has been rendered temporarily incapable of being driven under its own motor power in order to perform ordinary service or repair operations for a period not greater than thirty (30) days;
 - (2) The vehicle is on the premises of a properly zoned place of business engaged in the wrecking or junking of motor vehicles, or primarily engaged in the storage and sale of damaged or theft-recovered vehicles for insurers; or
 - (3) The vehicle is kept in an enclosed building or being screened by privacy fencing such that any inoperable vehicle is completely shielded from the view of others off of the private property on which the vehicle is located.
- (b) These exemptions are subject to the requirements of other applicable provisions of the Code.

Sec. 42-90. Notice.

- (a) Whenever any city representative, who is charged with the responsibility of enforcement of this article and who is unable to obtain service by hand delivery upon a property owner, proprietor, tenant or other person in charge or control of the property (or any one of more of them) that is in violation of this article, shall find an inoperable motor vehicle as defined herein, the representative shall issue (i) a "notice of violation" by causing a notice to be placed on the vehicle that a hearing may be requested on the question of abatement and removal of the vehicle and that if no hearing is requested, the inoperable motor vehicle will be removed and (ii) a written notice by certified mail, with return receipt requested, to the property owner of record (as evidenced by the records of the tax assessor of Tuscaloosa County, Alabama) upon whose private property the vehicle is found, and in cases where the vehicle is in such a condition that identification numbers are available to determine ownership, also to the last registered owner of record of the vehicle and to any

secured party or other holder of a recorded or registered security interest or lien on the motor vehicle. The notice shall be considered received and effective within five (5) days of mailing regardless of whether the notice is actually received by the recipient.

- (b) The notice shall indicate that the vehicle is determined to be a public nuisance and that the owner of the vehicle is given ten (10) days from the date the notice is received in which to cause the vehicle to be removed from said property and noting that, if the vehicle is not removed within that period of time, the city will cause its removal and all expenses incurred thereby will be assessed against the registered owner of the vehicle if the identity of the owner can be determined, or the costs may be assessed against the owner of the property on which the vehicle is located.
- (c) The notice shall further provide that a hearing before the city council on the question of abatement and removal of the inoperable motor vehicle as a public nuisance may be requested in writing by the owner of the vehicle, any secured party, or the property owner within the ten-day period.

Sec. 42-91. Request for a hearing.

If a written request for a hearing is received within the ten (10) day period, the matter shall be placed on the agenda of the city council at a regularly scheduled meeting subsequent to the receipt of the request. A notice giving the time, location, and date of the hearing on the question of abatement and removal of the inoperable motor vehicle as a public nuisance shall be mailed by certified mail, with a return receipt requested, to (i) the owner of the land as shown on the last equalized tax assessment roll, and (ii) the last registered and legal owner of record of the vehicle and any registered or recorded secured party or lienholder, if applicable, unless the vehicle is in such a condition that identification numbers are not available to determine ownership.

Sec. 42-92. Public hearing.

- (a) The owner of the land on which the vehicle is located may appear in person at the hearing or present a written statement in time for consideration at the hearing, and deny responsibility for the presence of the vehicle on the land or otherwise show the owner's plans to abate the nuisance. No cost of the administration or removal of the vehicle against the landowner shall be assessed if it is determined at the hearing that the vehicle was placed on the land without the consent of the landowner and that the landowner has not subsequently acquiesced to its presence.
- (b) The registered owner of the vehicle may appear in person at the hearing and present:
 - (1) Any reason why such vehicle should not be determined to be a public nuisance, why removal should not occur, or why the cost of abatement should not be assessed against said owner; and/or
 - (2) A plan for abatement of said vehicle within a set period of time.
- (c) Any secured party may appear and present a plan for removal of the vehicle or may present reasons why the vehicle should not be removed and sold by the city.
- (d) The city council shall consider the information presented at the meeting at which it is presented and may:
 - (1) Determine that the information or evidence submitted raises issues which require additional investigation and vote to continue consideration of the matter to a subsequently scheduled meeting;
 - (2) Deny any requested relief and order the abatement of the vehicle and its disposal;
 - (3) Declare that property owner on whose property the vehicle is responsible for the vehicle due to the vehicle having been placed on the land without the consent of the landowner and that the landowner has not subsequently acquiesced in its presence;
 - (4) Determine that the vehicle is not a public nuisance and that removal is not required;

-
- (5) Accept an adequate plan for removal of the vehicle presented by the property owner or owner of the vehicle, set a date certain by which time the vehicle shall be removed and direct that in the event the vehicle is not removed by the date set, the vehicle shall be immediately abated by the city and all costs assessed against the party presenting the plan for removal; and/or
 - (6) Take any other action that it deems appropriate.

Sec. 42-93. Removal by registered owner, secured party or property owner.

The registered owner of the vehicle, any secured party or the owner of the private property on which the vehicle is located may remove the vehicle at such person's own expense at any time prior to the removal of the vehicle by the city.

Sec. 42-94. Removal by city.

If the vehicle has not been removed by the owner of the property, the owner of the vehicle, or the holder of the security interest, and if a request for hearing before the city council has not been made at the conclusion of ten (10) days from the date that the notice is deemed received under section 42-90 of this article, then the city shall cause the vehicle to be removed.

If a request is made pursuant to that notice for a hearing before the city council and the city council determines that the vehicle is a public nuisance and that removal should proceed, and the property owner, vehicle owner or holder of the security interest has not removed the vehicle within five (5) days from the date of the decision of the city council, then the city shall cause the vehicle to be removed. If a plan for removal of the vehicle had been presented to the city council and accepted and removal has not been accomplished by the date set, then the city shall cause the immediate removal and disposal of the vehicle.

The city may contract with any entity, person, or group to impound the inoperable motor vehicle or to carry out other functions necessary to administer the intent of this article.

Sec. 42-95. Disposal of vehicles.

- (a) Inoperable motor vehicles removed by the city may be disposed of by sealed bid or auction whichever method shall, in the opinion of the city purchasing agent, be in the best interests of the city.
- (b) Prior to the sale or disposition of the inoperable vehicle, the same must be advertised for at minimum two (2) consecutive weeks in newspaper of general circulation.
- (c) The sale of the abandoned motor vehicle shall be subject to the rights of any secured party or other holder of a recorded or registered security interest or lien on the motor vehicle, which has requested a hearing and verified the existence of the security interest or lien within the time permitted by the procedure.
- (d) The proceeds of any such sale shall first be applied toward the payment of any and all expenses incurred by the city pursuant to the implementation of this article, including expenses of sale and the cost of removal and related storage fees.
- (e) Any remaining proceeds after payment as provided in the above subsection (d) shall be held by the city for six (6) months after the date of the sale and shall be turned over to the legal holder of title to the motor vehicle if claimed. If at the end of the six (6) month period no person has claimed the proceeds of the sale, then these funds shall be deposited into the city's general fund.

Sec. 42-96. Assessment of costs.

At the conclusion of the removal process and after sale of any such vehicle has been made, all costs incurred by the city in the implementation of this provision of this code which have not been offset by proceeds of the sale of the vehicle will be assessed against the registered owner of the vehicle if the identity of the owner can be determined or the costs may be assessed against the property owner on whose property the vehicle was located unless said property owner shall have requested a hearing as herein provided and shall have presented to the city council evidence sufficient for the council to determine that the vehicle was placed on the property without the consent of the landowner and that the landowner has not subsequently acquiesced in its presence on the property.

Sec. 42-97. Redemption of impounded vehicle.

The owner of any vehicle seized under the provisions of this article may redeem such vehicle at any time after its removal, but prior to the sale or destruction thereof, upon proof of ownership and payment to the city of the actual and reasonable expenses of removal, any preliminary sale advertising expenses, and any and all charges, fees, or expenses for the removal and storage for each vehicle redeemed.

Sec. 42-98. Penalties.

In addition to the right of removal of any inoperable vehicle found to be in violation of any provision of this article, any city representative, who is charged with the responsibility of enforcement of this article, is hereby authorized to cause a complaint to be filed in the municipal court alleging a violation of any provision of this article against any person found to be in violation of this article. Such complaint shall be heard and tried in the municipal court in the same manner as other violations of municipal ordinances of this city are heard and tried. Any person in violation of any provision of this article shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished as provided for in section 1-6 of this Code.

Sec. 42-99. Limited right of entry upon private property.

Members of the police department of the city and/or other city representatives shall have the limited right to enter upon private property to reasonably ascertain the violations of any terms, conditions or provisions of this article, which right of entry shall include the right to gather information to properly identify the owner of the vehicle alleged to be in violation of this article and/or the occupant or owner of the property upon which the vehicle is located.

Sec. 42-100. Article provisions cumulative.

The provisions of this article are cumulative to any other procedure now authorized by law for the accomplishment of the objective hereinabove stated.

Sec. 42-101. Civil penalties.

A violation of any portion of this article constitutes a public nuisance per se. The city, as an additional or alternate remedy, may institute equitable or injunctive proceedings in a court of competent jurisdiction to abate uses prohibited by this article.

Secs. 42-102—42-110. Reserved.



DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8.a.2.

MEETING DATE: November 18, 2024

SUBJECT: Second Reading, Ordinance Repealing Ordinances 2225 and 2226 Ordering Demolition of 1207 15th Street Court

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

The first reading of this repeal was tabled at the September 23, 2024 Council Meeting until the November 4 meeting, at which time it was offered. Ms. Debra Mayfield, the majority owner of 1207 15th Street Court, respectfully requests repeal of the demolition ordinance for said property. The City Council adopted the demolition ordinance in June 2024 with a 60-day extension, which expired in September. During the 60-day extension, Ms. Mayfield completed some work on the house, retained legal counsel, and began legal proceedings in probate to acquire full control of the heir property, which was previously owned equally between seven heirs. Ms. Mayfield is now the majority owner of the property. Ms. Mayfield retained a contractor and scheduled full repairs, with an estimated completion timeline of **January 2025 (4-6 weeks from Nov. 4, 2024)**. Several documents are attached including:

Exhibit A : Executed deed vesting majority ownership in Ms. Mayfield

Exhibit B: **October Email Update from Ms. Mayfield** and September email with contractor estimates and timeline

Exhibit C: Email with Ms. Mayfield's attorney, Mr. Jason Avery, explaining ownership and efforts to acquire

Exhibit D: Ordinance 2225 Ordering Demolition of Unsafe Structures

Exhibit E: Ordinance 2226 Ordering Demolition of Unsafe Structures

Recommendation:

Staff recommends tabling this second reading until January 6, 2025.

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to table until January 6, 2025, this second reading the ordinance repealing Ordinances 2225 and 2226 ordering demolition of 1207 15th Street Court.

ORDINANCE NO.

**ORDINANCE REPEALING ORDINANCES 2225 AND 2226 ORDERING DEMOLITION OF
1207 15TH STREET COURT**

WHEREAS, the City Council for the City of Northport duly adopted Ordinances 2225 and 2226 ordering the demolition of an unsafe structure at 1207 15th Street Court in Northport; and

WHEREAS, the City Council provided an additional sixty (60) day extension for said demolition, which has now expired; and

WHEREAS, the majority owner of property has requested repeal of the demolition ordinance by documenting ongoing legal work to gain control of the heir property in Probate and a plan for completing necessary physical work, as included in Exhibits attached hereto.

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

1. The City Council repeals Ordinance 2225 and 2226 ordering the demolition of unsafe structures at 1207 15th Street Court in Northport.
2. This Ordinance expressly does not repeal any other provisions of the Code of Ordinances of the City of Northport, Alabama.
3. This Ordinance shall become effective immediately upon its passage or otherwise becoming law.

ORDAINED this the _____ day of _____, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the _____ day of _____, 2024.

Dr. John Hinton, Mayor

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

Glenda D. Webb, City Administrator

Reading: September 23, 2024 – TABLED until November 4, 2024

Motion by: Wiggins

Second by: Washington

1st Reading: November 4, 2024

Motion By:

2nd Reading:

Motion By:

Second By:

Publication:

EXHIBIT “A”

SEND TAX NOTICE TO:
Debra Mayfield
17858 Bowie Mill Rd.
Rockville, MD 20855

This instrument was prepared without the benefit
of title and survey by:

C. Jason Avery
Bradley Arant Boult Cummings LLP
1819 5th Avenue North
Birmingham, AL 35203
205-521-8000

SOURCE OF TITLE: Deed Book 2004, Page 21518
Deed Book 2004, Page 21516
Ded Book 877, Page 467

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to the undersigned Grantor, in hand paid by **Debra Mayfield**, a single woman, and **Sandra Mayfield Robinson**, a widowed woman ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, **Donnie Cochise Mayfield**, an unmarried man and by and through his Conservator, Elaine Hayes, pursuant to that certain Order Granting Petition for Guardianship and Conservator, Case No. 2023-0741, in the Probate Court of Tuscaloosa County, Alabama ("Grantor") does hereby grant, bargain, sell and convey unto each Grantee one-half (1/2) of Grantor's one-seventh (1/7th) interest in that certain real property situated in Tuscaloosa County, Alabama, being more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises").

TOGETHER WITH all improvements thereon and appurtenances, estates, title, interests and hereditaments thereto belonging or in anywise appertaining, and all right, title interest of Grantor in and to any and all roads, alleys and ways bounding or serving the Premises.

This conveyance is subject to the following (collectively, the "Permitted Encumbrances"):

1. Ad valorem taxes or assessments for the 2024 tax year and all subsequent years;
2. All easements, restrictions, reservations, encumbrances and other matters of record.

TO HAVE AND TO HOLD unto each Grantee, their repsective heirs, personal representatives, successors and assigns forever.

Grantor warrants and covenants with Grantee that Grantor has full power and authority to make this conveyance pursuant to this Statutory Warranty Deed and that, except for Permitted Encumbrances, Grantor will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

Pursuant to the provisions of the Code of Alabama § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Names and Mailing Addresses:

Donnie Cochise Mayfield
c/o Elaine Hayes
40 Village Lane
Windsor, CT 06905

Grantee's Name and Mailing Address:

Debra Mayfield
Sandra Mayfield Robinson
17858 Bowie Mill Rd.
Rockville, MD 20855

Premises Address: 916 9th St., Northport, Alabama 35476
1207 15th St. Ct., Northport, Alabama 35476
1215 15th Court, Northport, Alabama 35476

Parcel Id. Nos. 63-31-05-15-1-003-008.000
63-31-05-15-2-010-015.000
63-31-05-15-2-010 017.000
63-31-05-15-2-010-016.000

Date of Sale: August __, 2024

The purchase price of the Premises is \$11,285.72 and can be verified by a purchase agreement.

[signature and notary acknowledgement follows]

IN WITNESS WHEREOF, Grantor has executed this conveyance as of this 4 day
of September, 2024.

GRANTOR:

Donnie Cochise Mayfield
Donnie Cochise Mayfield, by and through his
Conservator, Elaine Hayes, pursuant to that certain
Order Granting Petition for Guardianship and
Conservator, Case No. 2023-0741, in the Probate
Court of Tuscaloosa County, Alabama

STATE OF Connecticut,
Hartford COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify
that Elaine Hayes, in her capacity as Conservator for Donnie Cochise Mayfield, whose name is
signed to the foregoing instrument or conveyance, and who is known to me, acknowledged
before me on this day that, being informed of the contents of the conveyance, she executed the
same voluntarily in such capacity.

Given under my hand and official seal this the 04 day of September, 2024.

Freida White
Notary Public

AFFIX SEAL

My commission expires: 9/30/2026

FREIDA WHITE
NOTARY PUBLIC
My Commission Expires Sept. 30, 2026

[The remainder of this page intentionally left blank]

Exhibit A

Parcel One:

The South half of Lot Numbered 16. of the Hendrix Re-survey of the M.P. Poole Survey of the W. J. Moore property in the Town of Northport. Alabama. Said Re-survey is recorded in Probate Office of Tuscaloosa County, Alabama.

Parcel Two:

Part of Lot 15 of the W.J. Moore Subdivision in the town of Northport. Alabama, described as follows: Begin at the Northwest corner of said Lot 15 and run in an Easterly direction a distance of 40 feet to a point; thence run in a Southerly direction parallel to the West boundary of said Lot 15 to the South boundary of said Lot 15; thence Westerly along South boundary of said lot to the Southwest corner of said lot; thence northerly along said West boundary of said lot to the point of beginning.

Parcel Three:

Lots numbering Twenty-six and Twenty-seven (26 and 27) of the J.E. Pierce Subdivision in the City of Northport, Tuscaloosa County. Alabama. A map or plat of which subdivision is recorded in Plat Book Number Five (5) at Page 189, in the Office of the Probate Tuscaloosa County, Alabama.

Parcel Four:

The North ½ half of Lot Numbered 16 of the Hendrix RE-survey of the M.P. Poole Survey of the W. J. Moore property in the Town of Northport, Alabama. Said survey is recorded in Probate Office of Tuscaloosa County, Alabama.

IN THE PROBATE COURT FOR TUSCALOOSA COUNTY, ALABAMA

IN THE MATTER OF:

DONNIE COCHISE MAYFIELD,
An Incapacitated Person.

CASE NO. 2024-0741

**ORDER APPROVING AMENDED PETITION
FOR APPROVAL OF SALE OF REAL PROPERTY**

This Estate was before the Court on the 8th day of August, 2024 upon the Petition for Approval of Sale of Real Property filed by the Conservator, Fannie Elaine Hayes, and the Amended Petition dated August 22, 2024 which added an additional parcel for approval to sell, and upon review of her Verified Petitions, the testimony and evidence submitted in open court, the consent and waiver filed by the Guardian ad litem, the Petitions are Approved. The Court finds the following:

Donnie Cochise Mayfield owns an undivided one-seventh (1/7th) interest in four parcels of property located in Tuscaloosa County, as a tenant in common with Lorretta Rich (deceased), Ruby Nell Arnold, Howard D. Mayfield (deceased), Dorothy A. Mayfield, Fannie E. Hayes, and Sandra M. Robinson. Annie Volena Mayfield, who reserved a life estate in the property identified as 15th Court, Northport, Alabama, died a resident of Tuscaloosa County, Alabama, on November 18, 2010. The descriptions of the three parcels of property are described as follows:

AN UNDIVIDED ONE SEVENTH INTEREST IN AND TO:

Parcel One:

The South half of Lot Numbered 16. of the Hendrix Re-survey of the M.P. Poole Survey of the W. J. Moore property in the Town of Northport. Alabama. Said Re-survey is recorded in Probate Office of Tuscaloosa County, Alabama.

Parcel Two:

Part of Lot 15 of the W.J. Moore Subdivision in the town of Northport. Alabama, described as follows: Begin at the Northwest corner of said Lot 15 and run in an Easterly direction a distance of 40 feet to a point; thence run in a Southerly direction parallel to the West boundary of said Lot 15 to the South boundary of said Lot 15; thence Westerly along South boundary of said lot to the Southwest corner of said lot; thence northerly along said West boundary of said lot to the point of beginning.

FILED 9-3 2024
Ward D. Adkins, III
Judge of Probate
TUSCALOOSA COUNTY, ALABAMA

Parcel Three:

Lots numbering Twenty-six and Twenty-seven (26 and 27) of the J.E. Pierce Subdivision in the City of Northport, Tuscaloosa County, Alabama. A map or plat of which subdivision is recorded in Plat Book Number Five (5) at Page 189, in the Office of the Probate Tuscaloosa County, Alabama.

Parcel Four:

The North ½ half of Lot Numbered 16 of the Hendrix RE-survey of the M.P. Poole Survey of the W. J. Moore property in the Town of Northport, Alabama. Said survey is recorded in Probate Office of Tuscaloosa County, Alabama.

The cumulative appraised value for the four properties, according to the records of the Tuscaloosa County Tax Accessors Office is \$84,000.00, which value the Court accepts as the fair market value of the properties. Parcel "A" which is located at 916 9th Street, Northport, Alabama is valued at \$21,100.00. Parcel "B" which is located at 1207 15th Court, Northport, Alabama is valued at \$51,100.00. Parcel "C" which is identified as 15th Court, Northport, Alabama is valued at \$1,400.00. Parcel "D" which is identified as 1215 15th Court, Northport, Alabama is valued at \$5,400.00. Based upon said valuations, the undiscounted value of the one-seventh (1/7th) ownership interest of Donnie Cochise Mayfield is \$11,285.72.

The Petitioner entered into a Purchase and Sale Agreement for the sale of the said undivided interests in and to said Properties to Debra Mayfield and Sandra Mayfield Robinson for the sum of \$11,285.72, which Agreement is attached to the Petition. The sale of the Properties is necessary to enable the Petitioner to pay for the medical needs, care and maintenance of Donnie Cochise Mayfield, who resides at Mary Starke Harper Geriatric Psychiatry Center, and who is currently a patient at Druid City Hospital Regional Medical Center.

For the above reasons the Petition for Approval of Sale of the Property described herein is approved subject to reasonable and customary closing charges and expenses as set out in the Purchase and Sale Agreement. After the closing, the Petitioner shall file with this Court a Report of Sale to the Court. The net proceeds from the sale of the Properties shall be deposited with this Court, and the deed conveying the Properties shall be recorded and delivered to the buyers.

Counsel for the Petitioner shall submit unto this Court an application for approval of attorney fees and costs. The Guardian ad Litem shall submit unto this Court an application for

approval of attorney fees. The said fees and costs shall be paid out of the net sales proceeds which have been paid into this Court, and any additional costs of court. The remaining funds shall then be paid to the Petitioner as Conservator of Donnie Cochise Mayfield.

Done this the 3rd day of September, 2024.



Ward D. Robertson, III
Judge of Probate



EXHIBIT “B”

From: [Debra Mayfield](#)
To: [Christopher Cunningham](#); [John Detrick](#); [Avery, Jason](#)
Subject: Re: Mayfield House--1207 15th St. Court, Northport, AL. 35476
Date: Wednesday, October 30, 2024 4:11:03 PM

Hi Mr. Cunningham:

Thank you so much for reaching out regarding my property and the upcoming hearing. Things have gone very slowly. Per the schedule I gave you in September, my cousin John Detrick was planning to come with his crew the week of October 24th to complete the work. Unfortunately, they had not finished the work they were doing on another project by last week. That pushed us back about 2-3 weeks. John, however, has been to Northport to assess the property damage and remediation in more detail and will return this weekend (his first free one in weeks) to start the clean up, get a dumpster and pick up the permit to place on the outside of the house. Has as much remediation been done as anticipated in September? Obviously, no. However, John is the contractor that I trust and know will do the best job on my home. He is my family. In past efforts to get this done quickly two other contractors have already let me down, either by price gouging or irresponsibly disappearing for weeks at a time. As anyone who has done home repairs and remodeling knows, these projects are not sprints but grueling marathons that are only exacerbated by the fact that I am not living in the area and have no reliable contact there to quickly step in for me on sight when things go awry. Nonetheless, that does not lessen my personal, familial or financial investment in my family home and in the absolute commitment to keep it standing and firmly in our family's complete and unencumbered ownership.

If you have any questions or concerns please reach out to me as soon as possible or to my cousin John Detrick. I can be contacted at the email above or via phone at [REDACTED]. John can be contacted at the email address above or via phone at [REDACTED]. Thank you so much for your continued patience, support and understanding in this truly trying and frustratingly protracted process. It has meant more than you can know to me and my family.

Best,

DEBRA MAYFIELD

On Mon, Oct 28, 2024 at 3:51 PM Christopher Cunningham
<ccunningham@cityofnorthport.org> wrote:

Jason and Ms. Mayfield,

Next Monday, November 4, the Northport City Council will again consider offering for first reading the ordinance to repeal the demolition of 1207 15th St. Court. Consideration of the repeal ordinance was tabled on September 23 until November 4. Please provide any information or material you would like to be submitted for Council's consideration by this Wednesday, October 30. Thank you! -Chris

Chris Cunningham

From: [Avery, Jason](#)
To: [Christopher Cunningham](#)
Cc: [Debra Mayfield](#)
Subject: Fwd: Mayfield House--1207 15th St. Court, Northport, AL. 35476
Date: Monday, September 16, 2024 1:29:17 PM

See below for additional details.

Sent from my iPhone

Begin forwarded message:

From: Debra Mayfield <perisgirl@gmail.com>
Date: September 16, 2024 at 1:19:42 PM CDT
To: "Avery, Jason" <javery@bradley.com>
Subject: **Mayfield House--1207 15th St. Court, Northport, AL. 35476**

Hi Jason:

Below is all of the information that you've requested. Thank you so much for the stay on the condemnation.

Contractor--My cousin John Detrick. He's out of MS. but will come to AL to do the work:

John Detrick
2406 Southwood Rd.
Jackson, MS. 39211
(662) 801-1711

Budget:

Electrical (rewire house to code; rough in wire ad break box for inspection, labor permit and materials)--\$3500

Exterior--\$12,500:

- replace 14 window, 4 exterior doors, replace vinyl siding and soffit on front porch build stairs and landing for back door, and remove existing steps and vinyl left side.

Interior: \$8,400

- Drywall--\$3,000
- Flooring--\$900
- Paint Interior--\$1600
- Plumbing--\$900

Trimwork--\$2,000

Timeline--October 21-28, 2024

Plans for use after repair--Most likely rental property though may use as a family home for holidays

Let me know what else you may need. Thank you!

DEBRA

Confidentiality Notice: This e-mail is from a law firm and may be protected by the attorney-client or work product privileges. If you have received this message in error, please notify the sender by replying to this e-mail and then delete it from your computer.

EXHIBIT “C”

From: [Avery, Jason](#)
To: [Christopher Cunningham](#)
Cc: [Ronald L. Davis](#); [Tyler Mitchell](#); [Julie Ramm](#); [Debra Mayfield](#)
Subject: RE: Mayfield Property--1207 15th St. Court, Northport, AL.
Date: Wednesday, September 11, 2024 4:11:44 PM

Currently, I believe she owns a 1/7th interest and she is acquiring an additional 1/14th. I believe she will have 3/14th at the end of the day.

Debra – isn't that correct?

Jason Avery

Partner | [Bradley](#)
javery@bradley.com
d: 205.521.8618

From: Christopher Cunningham <ccunningham@cityofnorthport.org>
Sent: Wednesday, September 11, 2024 4:08 PM
To: Avery, Jason <javery@bradley.com>
Cc: Ronald L. Davis <rdavis@cityofnorthport.org>; Tyler Mitchell <tmitchell@cityofnorthport.org>; Julie Ramm <jramm@cityofnorthport.org>; Debra Mayfield <perisgirl@gmail.com>
Subject: RE: Mayfield Property--1207 15th St. Court, Northport, AL.

Thanks for sending the executed deed and providing this information. Can you clarify Ms. Debra Mayfield's percentage of ownership at this time and any actions being taken to gain more ownership? Thanks! -Chris

From: Avery, Jason <javery@bradley.com>
Sent: Wednesday, September 11, 2024 2:23 PM
To: Christopher Cunningham <ccunningham@cityofnorthport.org>
Cc: Ronald L. Davis <rdavis@cityofnorthport.org>; Tyler Mitchell <tmitchell@cityofnorthport.org>; Julie Ramm <jramm@cityofnorthport.org>; Debra Mayfield <perisgirl@gmail.com>
Subject: RE: Mayfield Property--1207 15th St. Court, Northport, AL.

Chris,

It was nice speaking with you earlier. I understand that the next step is for you and your staff to discuss this issue with Northport's city administrator. I appreciate your willingness to discuss with me and your desire to, ultimately, ensure the nuisance is resolved. As you know, these properties are owned by various Mayfield family members. At the close of the transaction, my client, Debra Mayfield (along with another family member) will acquire Donnie Mayfield's interest in this property. During the months in which the condemnation process has occurred, she has actively been trying to obtain Donnie's interest (by hiring me to help facilitate this acquisition) and to find a contractor to perform the necessary remedial work on these properties (as an aside, she did not

know that condemnation was on the table until long after she initially started the process to obtain Donnie's partial interest.) Given her increased legal interest in these properties, Debra has both the practical incentive and means to have the necessary work performed and she has found a contractor to seek a permit to have this work done (I believe this contractor may have even contacted the city officials today to discuss.) I believe, of all her family members, she is the one most concerned about these properties and truly wants to cure any defects with these sites. Going forward, I believe she is the family member most engaged with these properties and would be willing to entertain any reasonable assurances needed by the City with respect to completion of the necessary remedial work.

Debra – if I have misspoken on this response, or you need to add any additional insight, please do not hesitate.

Jason Avery

Partner | [Bradley](#)
javery@bradley.com
d: 205.521.8618

From: Avery, Jason <javery@bradley.com>
Sent: Wednesday, September 11, 2024 1:54 PM
To: Christopher Cunningham <ccunningham@cityofnorthport.org>
Cc: Ronald L. Davis <rdavis@cityofnorthport.org>; Tyler Mitchell <tmitchell@cityofnorthport.org>; Julie Ramm <jramm@cityofnorthport.org>; Debra Mayfield <perisgirl@gmail.com>
Subject: RE: Mayfield Property--1207 15th St. Court, Northport, AL.

Executed deed attached.

Jason Avery

Partner | [Bradley](#)
javery@bradley.com
d: 205.521.8618

From: Avery, Jason <javery@bradley.com>
Sent: Wednesday, September 11, 2024 11:55 AM
To: Christopher Cunningham <ccunningham@cityofnorthport.org>
Cc: Ronald L. Davis <rdavis@cityofnorthport.org>; Tyler Mitchell <tmitchell@cityofnorthport.org>; Julie Ramm <jramm@cityofnorthport.org>; Debra Mayfield <perisgirl@gmail.com>
Subject: RE: Mayfield Property--1207 15th St. Court, Northport, AL.

Thanks for the response, Chris. Please find attached the order authorizing the sale of a 1/7th interest in various Mayfield properties to my client, as well as an unexecuted deed which is in the process of being executed and provided to Tuscaloosa Title. As you can see, the order was entered last week

and we believe the deed will be provided to Tuscaloosa Title in the next couple of days (if it has not already been so.) This information is in addition to the permit previously provided to Tyler in June.

Jason Avery

Partner | [Bradley](#)
javery@bradley.com
d: 205.521.8618

From: Christopher Cunningham <ccunningham@cityofnorthport.org>
Sent: Tuesday, September 10, 2024 4:32 PM
To: Avery, Jason <javery@bradley.com>
Cc: Ronald L. Davis <rdavis@cityofnorthport.org>; Tyler Mitchell <tmitchell@cityofnorthport.org>; Julie Ramm <jramm@cityofnorthport.org>
Subject: RE: Mayfield Property--1207 15th St. Court, Northport, AL.

Jason,

Thanks for the call. I'm sorry I missed you. The condemnation process has been completed for this property (see attached). The formal process started in April and has already included two extensions and an additional public hearing. The final extension is set to expire next week. If you can provide the judicial approval for the acquisition or other documents, the City may consider this additional documentation. Any further delay on this would likely require a substantial construction bond. If you have any questions, let us know. Thanks! -Chris

Chris Cunningham
Assistant City Attorney
City of Northport
P.O. Box 569
Northport, AL 35476
(205) 339-7000
ccunningham@cityofnorthport.org

From: Avery, Jason <javery@bradley.com>
Sent: Tuesday, September 10, 2024 1:02 PM
To: Tyler Mitchell <tmitchell@cityofnorthport.org>
Cc: Ronald L. Davis <rdavis@cityofnorthport.org>; Christopher Cunningham <ccunningham@cityofnorthport.org>; Kim Braughton <kbroughton@cityofnorthport.org>; Debra Mayfield <perisgirl@gmail.com>
Subject: Mayfield Property--1207 15th St. Court, Northport, AL.

Tyler,

My name is Jason Avery and I'm representing Ms. Mayfield in the acquisition of a family member's

interest in the above referenced property (as well as other family property). Due to a conservator for this family member, we recently got judicial approval on this acquisition and hope to close this transaction in the coming days. I understand that condemnation is on the table for this site, but Ms. Mayfield is very close to having additional interest in the property and has been working to try and obtain a contractor to remedy the previously cited violations. In talking with her today, she believes that she has found one to do the remedial work. I've left both Ron and Chris a message to discuss, but if you or anyone from legal can reach out to me to discuss, both myself and Ms. Mayfield would appreciate it.

Jason Avery

Partner

e: javery@bradley.com w: bradley.com

d: 205.521.8618 f: 205.488.6618

Bradley Arant Boult Cummings LLP

One Federal Place, 1819 Fifth Avenue North

Birmingham, AL 35203-2119

[LinkedIn](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [Blogs](#) | [My Bio](#)

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EXHIBIT “D”

ORDINANCE NO. 2225

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:

1207 15th Court 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

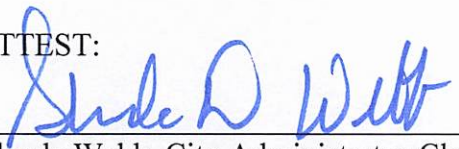
WHEREAS, on the 20th day of May, 2024, a public hearing was held by the Northport City Council, at which time the Chief of Building Inspections for the City of Northport appeared and set forth reasons for his findings.

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: 1207 15th Court 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 20th day of May, 2024.

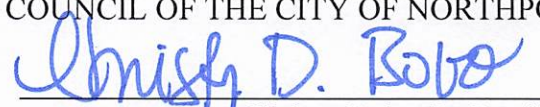
ATTEST:



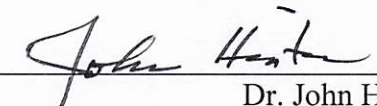
Glenda Webb, City Administrator-Clerk

APPROVED this 20th day of May, 2024

CITY COUNCIL OF THE CITY OF NORTHPORT



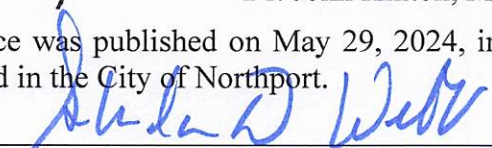
Christy Bobo, Its President



Dr. John Hinton, Mayor

I hereby certify that the above and foregoing Ordinance was published on May 29, 2024, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

1st Reading: May 6, 2024
Motion: Washington
2nd Reading: May 20, 2024
Motion By: **Dykes**
Second By: **Washington**
Publication: May 29, 2024



Glenda Webb, City Administrator-Clerk



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

CITY OF NORTHPORT

CERTIFICATION OF RECORD

I, Glenda D. Webb, as the City Administrator/Clerk of the City of Northport, Alabama, do hereby certify that the foregoing is a true copy of:

Ordinance 2225 Entitled: Ordinance Ordering Demolition of Unsafe Structures

The original of this document is filed in the office of the City Clerk.

I further certify that the said original was duly adopted by the Northport City Council in public session on May 20, 2024, a quorum being present, as recorded in the official minutes of the City Council.

Certified this 20th day of May, 2024.

SEAL

Glenda D. Webb
City Administrator/Clerk



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

AGENDA ITEM NO. 11.c.2.

MEETING DATE: May 20, 2024

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

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 1207 15th Court is unsafe and dangerous to the public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

Recommendation:

That this structure be demolished.

Funding Source/GL Code:

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

Motion for Consideration:

I make a motion to approve the ordinance ordering demolition of an unsafe structure located at 1207 15th Court.



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 **1207 15th Court** in the City of Northport, which real property was last assessed for state taxes by **Loretta Rich**, 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 **20th** day of **May 2024**, the Northport City Council will hold a public meeting at City Hall, 3500 McFarland Blvd., Northport, Alabama 35476, to determine whether or not such building(s) or structure(s) is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare to the extent it is a public nuisance. All parties who wish to object to the Building Inspector's findings may do so by filing a written objection with the City Administrator, P.O. Box 569, Northport, Alabama 35476 and/or by attending said hearing in person. All parties who wish to object to the Building Inspector's findings at said hearing in person must request the same in writing at least five (5) calendar days prior to said hearing.

Tyler Mitchell, Chief Building Inspector



CITY OF NORTHPORT

OWNER: Loretta Rich

MAILING ADDRESS: 40 Village Lane Windsor, CT 06095

LOCATION OF STRUCTURE: 1207 15th Court Northport, AL 35476

April 4, 2024

NOTICE

DO NOT REMOVE

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

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

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

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

BUILDING OFFICIAL

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: 1207 15th Court Northport, AL 35473
OWNER: Loretta Rich

PROPERTY MAINTANANCE CODE

X	Main Dwelling	FIRE DAMAGED STRUCTURE	301
X	Accessory Structure		302.7
Foundations:			304.1.1/304.5
	Foundation Wall Damaged		
X	Foundation Piers Damaged		
	Footings Damaged		
Sill Plates			304.1.1(7)
X	Foundation Sill Rotted		
Floor Joist			304.1.1(9)
X	Floor Joist Sagging		
X	Floor Joist Rotted		
Exterior Wall			304.1.1(10)/304.6
	Weather Boarding Rotted		
X	Bearing Wall Sagging		
	Bearing Wall Rotted		
Interior Floors Ceiling			305/305.1.1/305.3
X	Flooring Rotted/Cracks/Holes		
X	Ceiling Rotted/Cracks/Holes		
Roof			304.1.1(8)
	Rafters Sagging		
	Rafters Rotted		
	Roof Decking Rotted		
X	Eaves Rotted		
Windows			304.13.1
X	Windows Rotted		
X	Glazing Broken in Windows		
Stairs			304.1.1(12)/304.10
X	Stairway Component Structurally Unsound		
Electrical Wiring			604/605
X	Wiring system unsafe		
Sanitation Requirements			308.1/501/505/506
	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

April 4, 2024

Loretta Rich
40 Village Lane
Windsor, CT 06095

RE: NOTICE OF UNSAFE STRUCTURE AT – 1207 15th Court Northport, AL 35476
TAX PARCEL I.D. # 63-31-05-152-010-015.000

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.

P.O. BOX 569 • NORTHPORT, ALABAMA 35476 • (205) 339-7000
www.cityofnorthport.org

Loretta Rich

April 4, 2024

Page Two

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

Sincerely,

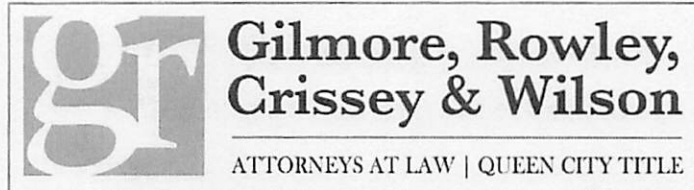
Tyler Mitchell
Chief Building Official

Enclosures: (Photograph and Inspection Report)

cc: City Administrator

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

Tara R. Carpenter
Queen City Title Manager



April 4, 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
1207 15th Ct., Northport, Alabama 35476**

Dear Tyler:

Per your request, we have examined title from September 21, 2004 through March 22, 2024 and offer the following summary on the above referenced property. Copies of referenced documents may be provided upon request.

Address: 1207 15th Ct., Northport, Alabama 35476

Tax Id: 63 31 05 15 2 010 015.000

Legal: Part of Lot 15 of the W.J. Moore Subdivision in the Town of Northport, Alabama, described as follows: Begin at the Northwest corner of said Lot 15 and run in an Easterly direction a distance of 40 feet to a point; thence run in a Southerly direction parallel to the West boundary of said Lot 15 to the South boundary of said Lot 15; thence Westerly along the South boundary of said lot to the Southwest corner of said lot; thence northerly along said West boundary of said lot to the point of beginning.

Assessed to: Loretta Rich etal
40 Village Ln.
Windsor, CT 06095

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)

Tax Amount: Property taxes for 2023 in the amount of \$157.40 were paid on January 5, 2024.

Title: The source deed for the property is that certain warranty deed, from Annie Mayfield, an unmarried woman to Loretta Rich, Ruby Nell Arnold, Howard D. Mayfield, Dorothy A. Mayfield, Fannie E. Hayes, Donnie C. Mayfield, and Sandra M. Robinson, dated September 21, 2004 and recorded on September 22, 2004 in Deed Book 2004, at Page 21516 in the Probate Office of Tuscaloosa County, Alabama.

Mortgages: None.

**Judgments
/ Liens:** None.

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

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

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

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

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

This report is made effective as of 8:00 a.m. March 22, 2024.

Very truly yours,

/s/ Adrian M. Rowley

Adrian M. Rowley

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

Tuscaloosa County Alabama Public GIS

W19/M109 - f23.5.1c-l23.11Pub - TuscaloosaAL - 03-17-2024

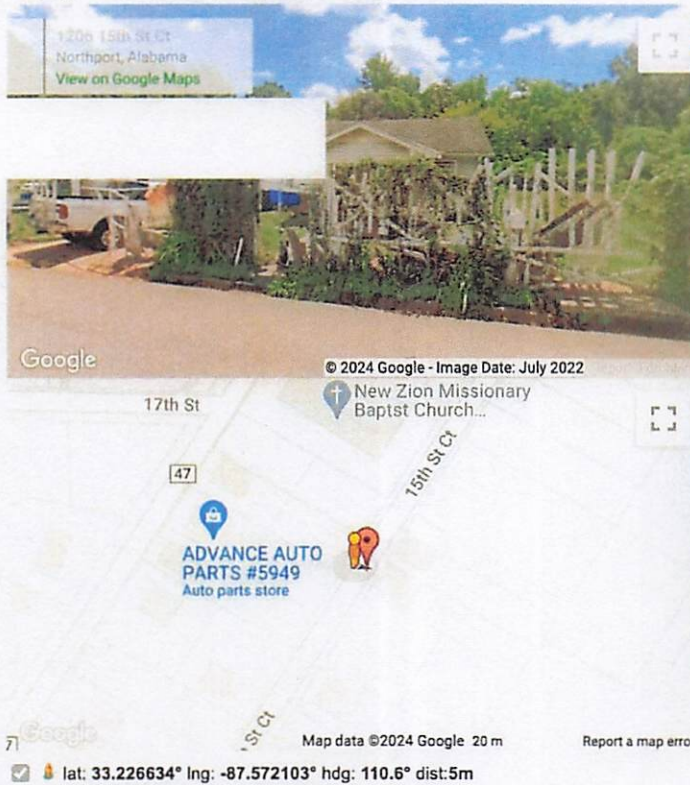
Parcel Details

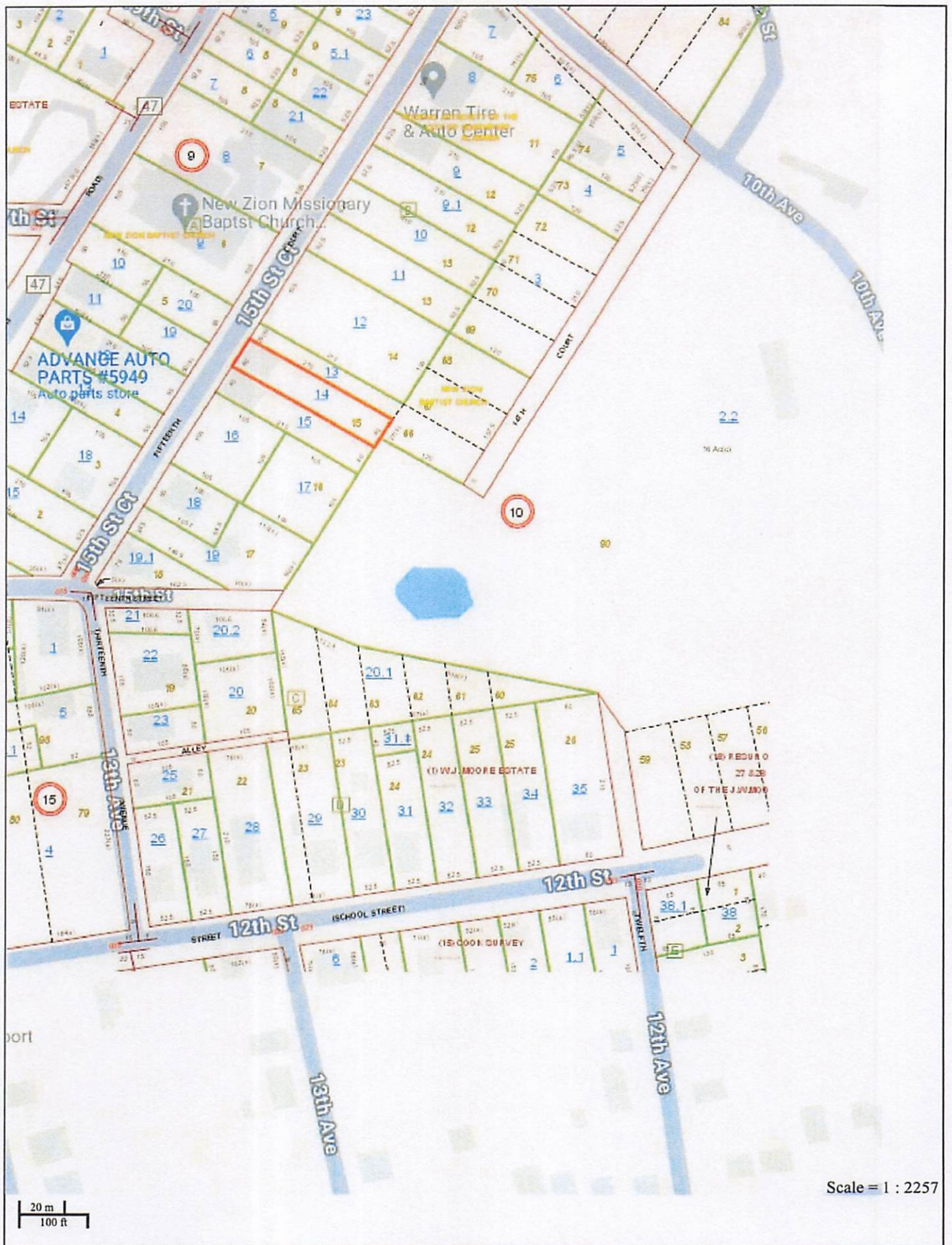
FavLink PRC NewSrch Back Print						
Account Pin STR	54499 : 48743 : 15-21S-10W					
Parcel No:	63 31 05 15 2 010 015.000					
Prop Addr:	1207 15TH CT					
Tax Dist:	05 - Northport		Exemption:H1			
Deeded Acres:	0.00ac	Calc't:	0.19ac			
Deed Bk,Pg,Date	2004	21516	09-21-2004			
Plat Info:	Book 0004	Page 0171				
Sub Info:	Sub Block:	Lot 15				
Subdivision:	W J MOORE EST					
Owner						
Name:		RICH LORETTA ETAL				
Address:		40 VILLAGE LN				
City, State, ZIP:		WINDSOR, CT 06095				
2022 Values						
Land Total:		\$2,700				
Building & Improvements Total:		\$48,500				
Total Appraised Value:		\$51,200				
Yrly Tax:		\$157.4 for 2023				
Payment History						
Tax Year		Date Paid	Amount			
2023		01/05/2024	\$152.40			
2022		11/30/2022	\$150.12			
2021		11/03/2021	\$150.12			
Building						
Bldg No	Type Abbr	Yr Built	Base SF	Upr Adj	Rms	Story
1	1-RES	1940	988	0	6	1
Misc Improvements						
Imprv No	Type	Yr Built	Area SF	Dim		
2	188-UTIL	1900	420	21 x 20		
3	188-UTIL	1900	320	16 x 20		

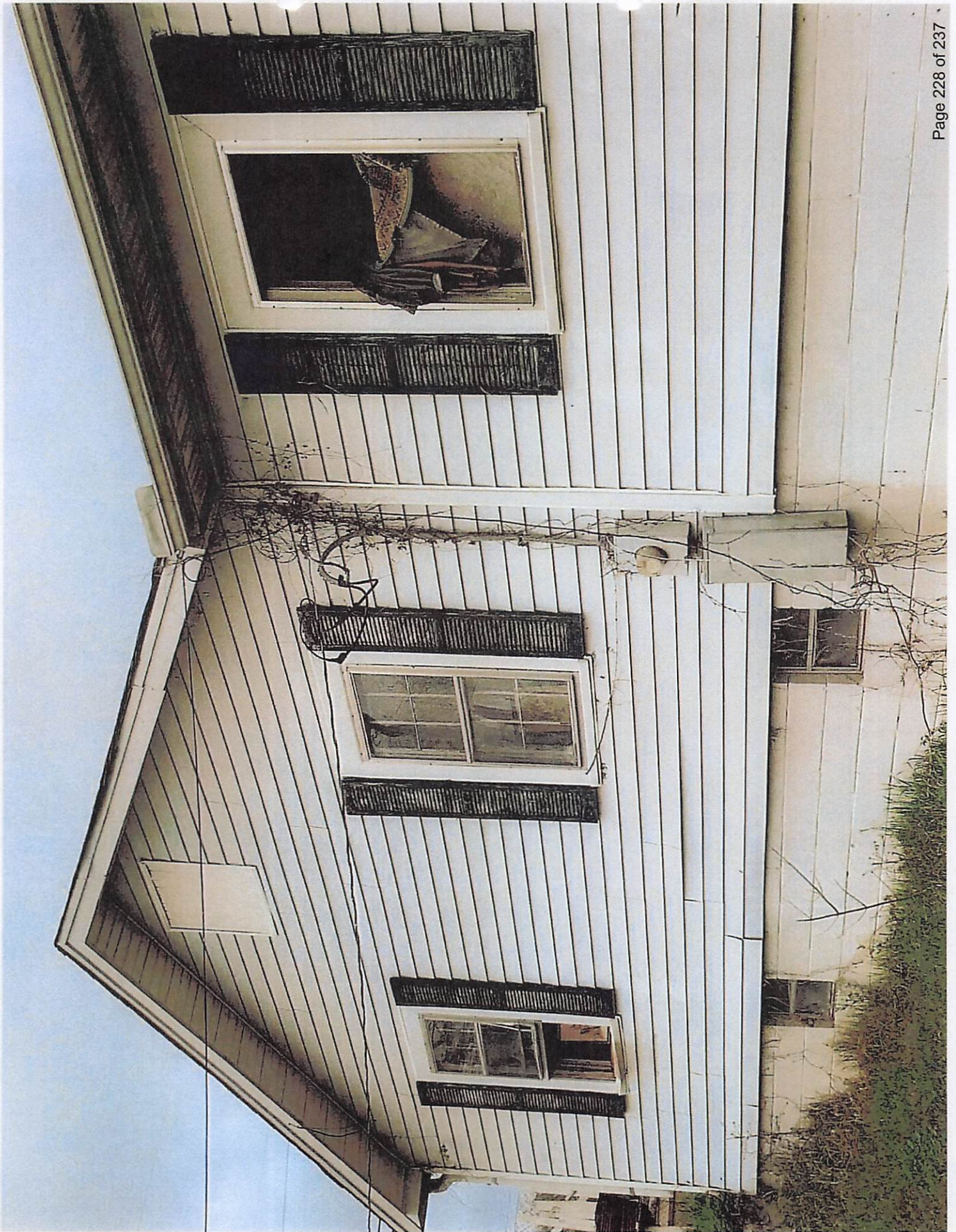
☒ Map ☒ Street View ☒ Aerial ☒ Info ☒ POI

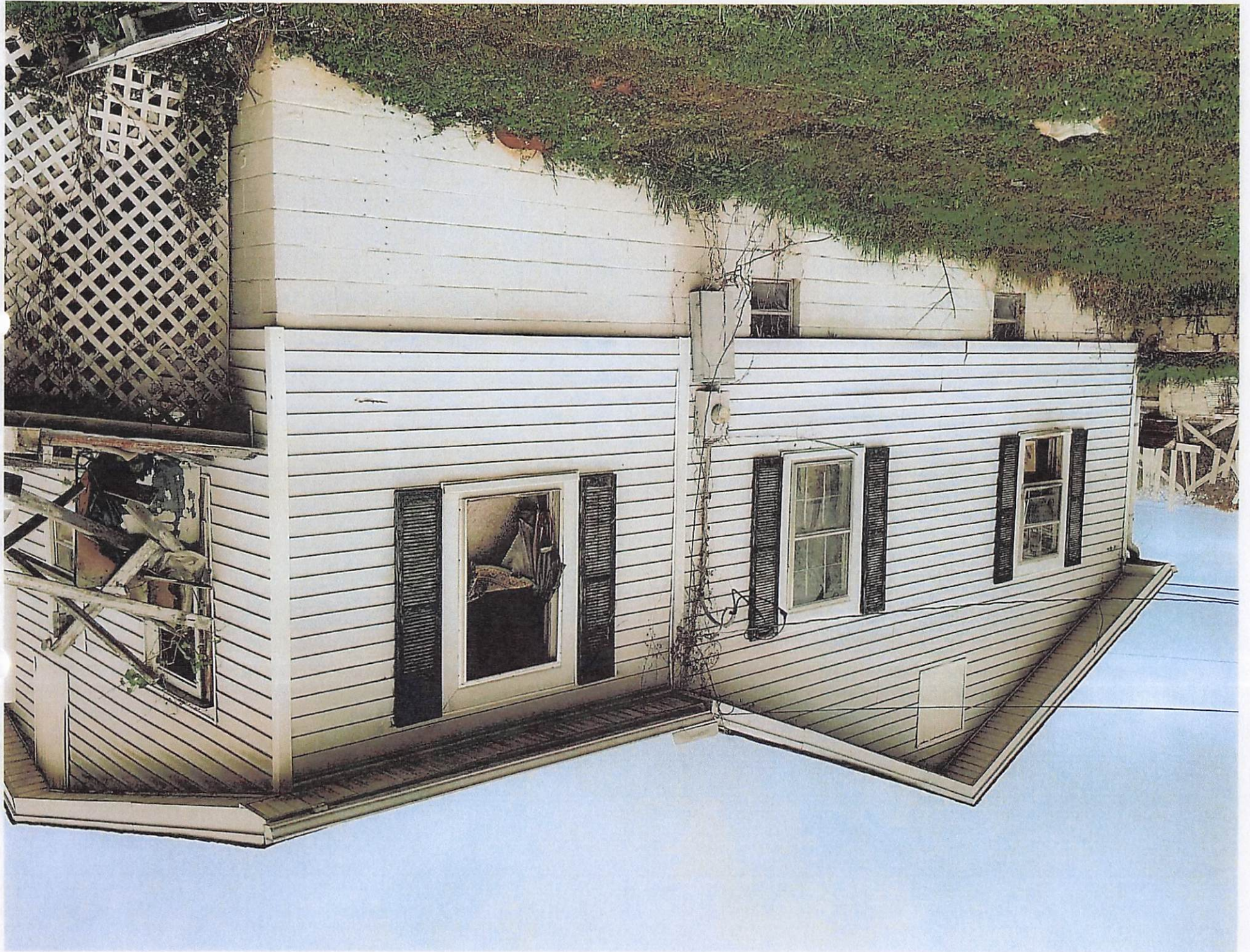
Enter a location

My Location

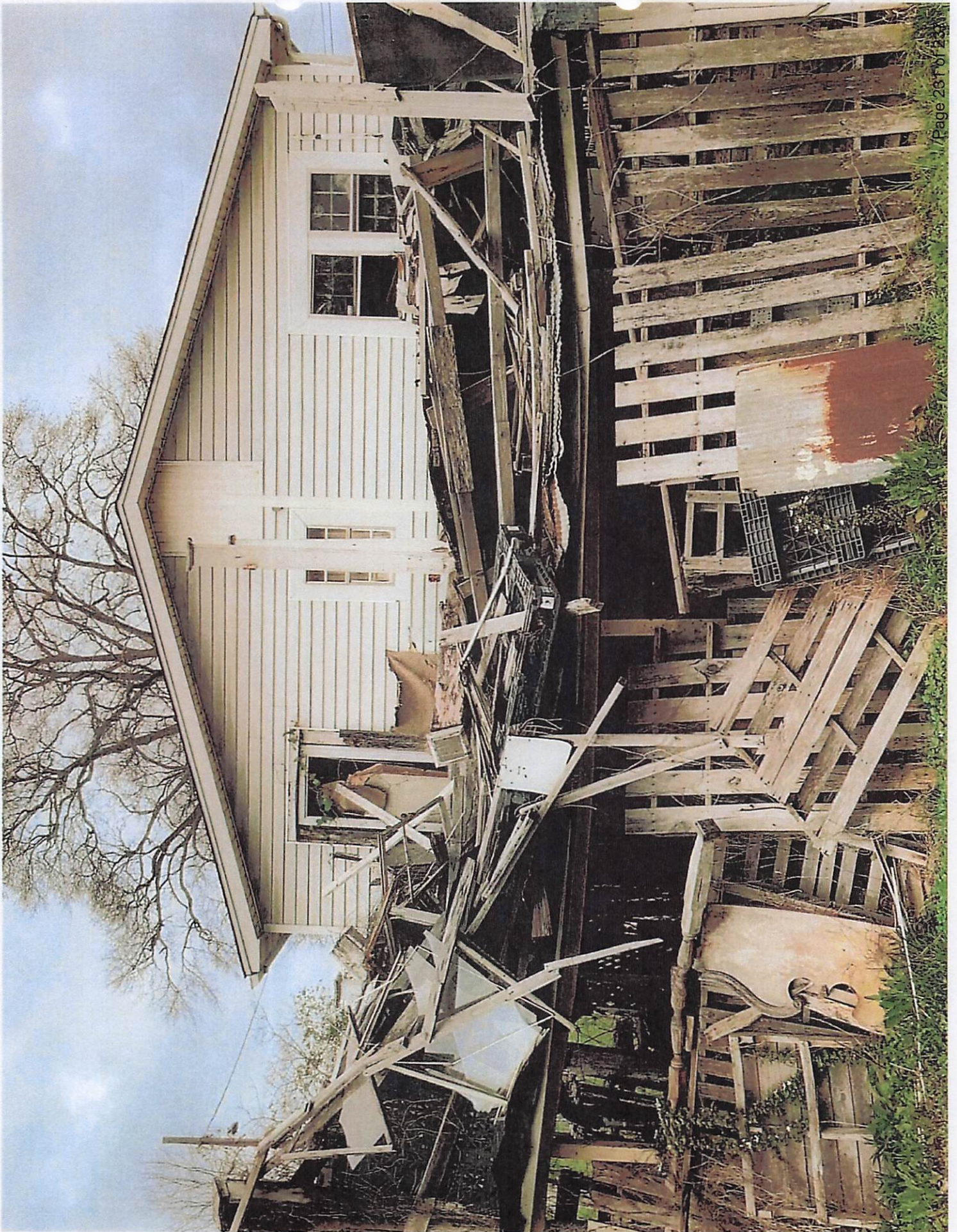
























May 29, 2024

The Northp

**ORDINANCE NO. 2225
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:

1207 15th Court

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 20th day of May, 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: 1207 15th Court 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 20th day of May, 2024.

The Northport Gazette
05/29/2024

EXHIBIT “E”

ORDINANCE NO. 2226

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:

1207 15th Court 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 17th day of June, 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: **1207 15th Court** 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 17th day of June, 2024.

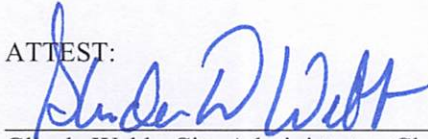
CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____



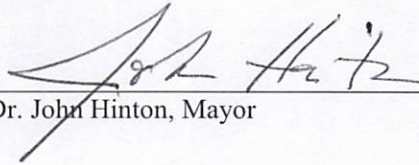
Christy Bobo, Its President

ATTEST:



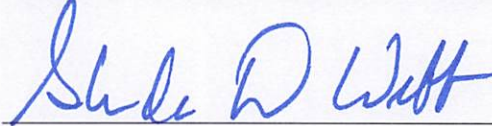
Glenda Webb, City Administrator-Clerk

APPROVED this the 17th day of June, 2024



Dr. John Hinton, Mayor

I hereby certify that the above and foregoing Ordinance was published on June 26, 2024, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.



Glenda Webb.

City Administrator-Clerk

1st Reading: May 6, 2024
Motion: Washington
2nd Reading: June 17, 2024
Motion By: Wiggins
Second By: Washington
Publication: June 26, 2024



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

AGENDA ITEM NO. 11.c.1.

MEETING DATE: June 17, 2024

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

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 1207 15th Court is unsafe and dangerous to the public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

The second reading ordering the demolition of the structure located at 1207 15th Court was approved by Council on May 20, 2024. Since that time, one of the owners contacted staff regarding confusion over the dates for the public hearing. While the proper procedures were followed, staff is requesting Council rehear the item and provide the owners an opportunity to request a formal extension on the demolition. The owner has indicated to staff that they have begun to make repairs and would like to formally request an extension. Staff recommends no more than a 60-day extension.

Recommendation:

That a 60-day extension for 1207 15th Court be granted. If extension requirements are not met, this structure will 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 an unsafe structure located at 1207 15th Court.



DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.a.1.

MEETING DATE: November 18, 2024

SUBJECT: First Reading, Ordinance Amending and Adopting the Updated Zoning Ordinance.

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Morgan Williams

Approved By: Julie Ramm

Summary:

The City of Northport is requesting an update to the zoning ordinance. The City, along with KPS Group, began the task of overhauling the zoning ordinance in February. The proposed changes are the result of eight different work sessions, staff, and consultant reviews, and public input received during the comprehensive planning process. The Planning & Zoning Commission met in a special called meeting on October 28, 2024, for a presentation and a public hearing. The Commission held a second public hearing and gave a favorable recommendation on November 12, 2024 to repeal Ordinance 1779 and replace it with the proposed Zoning Ordinance. An electronic copy of the proposed ordinance is available at <https://www.northportcompass.com/2024/01/documents.html>.

Recommendation:

The Planning & Zoning Commission met on Tuesday, November 12, 2024, and gave a favorable recommendation to the City Council to adopt the New Zoning Ordinance.

Funding Source/GL Code:

Motion for Consideration:

None needed for a first reading.

ORDINANCE NO. _____

**ORDINANCE TO REPEAL AND REPLACE ORDINANCE 1779, THE
COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF NORTHPORT,
ALABAMA**

WHEREAS, the City of Northport recognizes the need for the establishment of zoning districts and the regulation of height, bulk, size and other aspects of building and other development within those districts; and

WHEREAS, the City of Northport also recognizes that proper standards are necessary for the regulations of the use of land for trade, industry, residence, recreation, agriculture, forestry, conservation, transportation, public utilities, protection against flooding and other natural disasters, and for the preservation of community character and quality of life;

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

1. The City of Northport repeals and replaces the Northport Zoning Ordinance, Ordinance No. 1779, with the amended Northport Zoning Ordinance, as set forth in Exhibit "A" attached hereto and incorporated by reference as if fully set out verbatim, and as it is represented by the Official Zoning Map of the City of Northport.
2. This Ordinance shall become effective immediately upon passage and publication.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

This Ordinance shall become effective immediately upon advertisement or otherwise becoming law.

ADOPTED this the _____ day of _____, 2024.

CITY COUNCIL OF THE
CITY OF NORTHPORT

COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Council President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the _____ day of _____, 2024.

Dr. John Hinton, Mayor

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

Glenda D. Webb, City Administrator

1st Reading:

Motion:

2nd Reading:

Motion By:

Second By:

Publication:

EXHIBIT “A”



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: November 18, 2024

SUBJECT: Resolution Authorizing the City Administrator to Reject the Contract Awarded to Southland Transportation Group for Bid File 23-14

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

On September 18, 2023, the City Council authorized the awarding of Bid File 23-14 to Furnish One (1) Rear-Loading Garbage Truck to Southland Transportation Group for \$237,362.62 upon delivery of the product within the 2024 calendar year. On October 25, 2024, Southland Transportation Group notified the City of Northport that the contracted Garbage Truck would not start being built until February of 2025. The Public Works Department is requesting that the contract awarded to Southland Transportation Group be rejected due to failure to provide the product within the required timeframe.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. n/a Amount: \$ n/a

Motion for Consideration:

I move that the City Council authorize the City Administrator to reject the contract awarded to Southland Transportation Group for Bid File 23-14 to Furnish One (1) Rear-Loading Garbage Truck for \$237,362.62 to be delivered during the 2024 calendar year.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO REJECT THE
CONTRACT AWARDED TO SOUTHLAND TRANSPORTATION GROUP FOR
BID FILE 23-14**

WHEREAS, on September 18, 2023, the City Council authorized the awarding of Bid File 23-14 to Furnish One (1) Rear-Loading Garbage Truck to Southland Transportation Group for \$237,362.62 upon delivery of the product within the 2024 calendar year; and,

WHEREAS, on October 25, 2024, Southland Transportation Group notified the City of Northport that the contracted Garbage Truck would not start being built until February of 2025; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized to reject the contract awarded to Southland Transportation Group for Bid File 23-14 to Furnish One (1) Rear-Loading Garbage Truck for \$237,362.62 to be delivered during the 2024 calendar year.

RESOLVED AND DONE THIS _____ DAY OF _____ 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading:

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: November 18, 2024

SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with WAR Construction, Inc. for the River Run Park at Northport Shore - Vertical Completion Package

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

On November 7, 2024, the City of Northport opened bids for the River Run Park at Northport Shore - Vertical Completion Package. The lowest responsible bidder for the base bid was WAR Construction, Inc. in the amount of \$14,194,000.00. The Engineering department is requesting authorization for the City Administrator to execute a contract.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

GL Code No. 01-32-600-82002 Amount: \$14,194,000.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute a contract with WAR Construction, Inc. for the River Run Park at Northport Shore - Vertical Completion Package in the amount of \$14,194,000.00

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT
WITH WAR CONSTRUCTION, INC. FOR THE RIVER RUN PARK AT NORTHPORT SHORE –
VERTICAL COMPLETION PACKAGE**

WHEREAS, on November 7, 2024, the City of Northport opened bids for the River Run Park at Northport Shore – Vertical Completion Package; and,

WHEREAS, WAR Construction, Inc., was the lowest responsible bidder; and,

WHEREAS, the Engineering department is requesting that the City Council accept the base bid and authorize the City Administrator to execute a contract with WAR Construction, Inc. for the River Run Park at Northport Shore – Vertical Completion Package in the amount of \$14,194,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized to execute a contract with WAR Construction, Inc. in the amount of \$14,194,000.00 for the River Run Park at Northport Shore – Vertical Completion Package.

RESOLVED AND DONE this 18th day of November 2024.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: November 18, 2024
Motion:
Second:

Chambless King Architects

November 11, 2024

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

Re:
City of Northport – River Run Park at Northport Shore
Package No.4 Vertical Completion
Letter of Recommendation and Certified Bid Tabulation
Chambless King Architects Project No.23021

Bids were publicly opened for this project at 2:00pm on Thursday, November 7th, 2024. There were seven alternates as part of this project. Please see the attached certified bid tabulation.

The responsive, low bidder is WAR Construction, Inc. for the base bid and following alternates:

Base Bid:	\$14,194,000.00
Alternate No.1:	\$528,000.00
Alternate No.2:	\$400,000.00
Alternate No.3:	\$47,000.00
Alternate No.4:	\$278,393.00
Alternate No.5:	\$266,149.00
Alternate No.6:	\$1,255,350.00
Alternate No.7:	\$321,360.00

We recommend the acceptance of the base bid amount of \$14,194,000.00 and the rejection of all additive alternates 1-7 for a final construction contract amount of \$14,194,000.00.

Based upon the bid process, we would recommend the City of Northport proceed with a conditional notice of award to WAR Construction, Inc. and begin the contractual process upon acknowledgment of notice of award as soon as possible.

We are including with this letter of recommendation, our Tabulation of Bids and the Bidder's bid packages. Please call if you have any questions or concerns.

Chambless King Architects

Sincerely,



Michael C Shows, Project Architect
Chambless King Architects, LLC
334.590.0635
mshows@chamblessking.com

Attachment:

241107_ RRP - Bid Tabulation - Package No.4 Vertical Completion

241111_ RRP - Package No.4 Vertical Completion - Bid Proposal - WAR Construction Inc.

Tabulation of Bids

Project: City of Northport - River Run Park - Package No.4 - Vertical Completion

Project No.: CK 23021

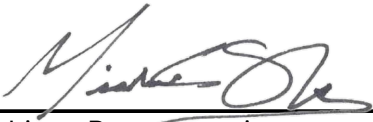
Submission Date: 2pm CST on November 7th, 2024

Submission Location: Northport City Hall | 3500 McFarland Blvd, Northport, AL 35476

Chambless King Architects

							Note: Base Bid & Alternates Include Envelope Adjustments						
General Contractors	G.C. # on Envelope	Bid Proposal Form	Bid Guarantee	Addendum 1-6 Received	Sch. of Unit Prices & Allowances	Accounting of Sales Tax	Envelope Adjustments	Base Bid (Including Envelope Adjustments)	Alternate #1 Maintenance Building	Alternate #2 Black Warrior Playground	Alternate #3 Mini Playgrds. 'A' & 'B'	Alternate #4 Alabama Wetland Playground	Adjusted Bid (Includes envelope adjustments and accepted alterantes) <i>No Alternates Accepted</i>
									Alternate #5 Canebrake Playground	Alternate #6 A/V Scoreboards & Equipment	Alternate #7 Site Furnishings	<i>not used</i>	
Amason & Associates	Y	Y	Y	Y	Y	Y	(Base Bid-Add-\$1,554,000), (Alt.1-Add-\$196,000), (Alt.3-Add-\$11,000)	\$14,554,000.00	\$511,000.00	\$461,000.00	\$61,000.00	\$370,000.00	\$14,554,000.00
									\$357,000.00	\$1,287,000.00	\$595,000.00		
Harrison Construction	Y	Y	Y	Y	Y	Y	(Base Bid-Deduct-\$1,246,000)	\$14,754,000.00	\$479,000.00	\$388,000.00	\$50,000.00	\$273,000.00	\$14,754,000.00
									\$258,000.00	\$1,200,000.00	\$551,000.00		
WAR Construction, Inc.	Y	Y	Y	Y	Y	Y	(Base Bid-Deduct-\$6,000), (Alt.1-Add-\$21,000), (Alt.2-Deduct-\$44,000), (Alt.3-Deduct-\$16,000), (Alt.4-Deduct-\$45,000), (Alt 5-Deduct-\$48,400), (Alt.6-Add-\$1,000,000)	\$14,194,000.00	\$528,000.00	\$400,000.00	\$47,000.00	\$278,893.00	\$14,194,000.00
									\$266,149.00	\$1,255,350.00	\$321,360.00		

Owner Representative
Brad Matthews (City of Northport)


Architect Representative
Mike Shows, AIA - Chambless King Architects



WAR CONSTRUCTION, INC.

General Contractors and Construction Managers
Post Office Box 1218 • Tuscaloosa, Alabama 35403
4300 Joe Mallisham Parkway • Tuscaloosa, AL 35401
205-758-4723 • Fax: 205-349-3425 • SoLinc: 246
www.warconstruction.com • info@warconstruction.com

State of Alabama General Contractor License No. 6418

Base Bid: Add / Deduct \$	6,000. ⁰⁰	PMU
Alternate No. 1: Add / Deduct \$	21,000. ⁰⁰	PMU
Alternate No. 2: Add / Deduct \$	44,000. ⁰⁰	PMU
Alternate No. 3: Add / Deduct \$	16,000. ⁰⁰	PMU
Alternate No. 4: Add / Deduct \$	45,000. ⁰⁰	PMU
Alternate No. 5: Add / Deduct \$	48,400. ⁰⁰	PMU
Alternate No. 6: Add / Deduct \$	16,480. ⁰⁰	PMU
Alternate No. 7: Add / Deduct \$	32,435. ⁰⁰	PMU

BID DOCUMENTS ENCLOSED

The City of Northport
Attention City Administrator
3500 McFarland Boulevard
Northport, Alabama 35476

Bid For: River Run Park at Northport Shore Package No. 4 Vertical Completion, Project No. CK#:23021
Bid Date: Thursday, November 7, 2024
Bid Time: 2:00 PM
Bid Location: Council Chambers in the City Hall, 3500 McFarland Boulevard, Northport AL 35476

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

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

To: The City of Northport
Address: P.O. Box 569
Northport, AL 35467
Project Title: River Run Park at Northport Shore – Package No.4 Vertical Completion
Project No.: CK#:23021

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

BIDDER: The name of the Bidder submitting this Proposal is WAR Construction, Inc. doing business at 4300 Joe Mallisham Pkwy, Tuscaloosa, AL 35401
Street City State Zip

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

Licensed, Class Unlimited, Alabama General Contractor No.: 6418 (Attach Copy)

Alabama General Contractor Specialty BC, HS, H/RR, MU

Alabama General Contractor License Major Categories:

(1) General Contractors (2) _____

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

Name: P. Mark Lancaster II **Telephone:** 205-758-4723

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

LUMP SUM (BASE BID): The Bidder agrees to accept as full payment of the work proposed under this Project, as services are rendered, as herein specified and as shown on the Contract Documents, upon the undersigned's own estimate of quantities and costs, the following lump sum of: Fourteen Million Two Hundred Thousand Dollars and zero cents (\$ 14,200,000.⁰⁰). (Amount written in words has precedence)

ALTERNATES: If alternates as set forth in the Bid Documents are accepted, the following adjustments are to be made to the base bid:

For Alternate #1 – Maintenance Building.....(ADD) / (DEDUCT)...\$ 507,000.⁰⁰
For Alternate #2: Black Warrior Playground.....(ADD) / (DEDUCT)...\$ 444,000.⁰⁰
For Alternate #3: Mini Playgrounds 'A' & 'B'.....(ADD) / (DEDUCT)...\$ 63,000.⁰⁰
For Alternate #4: Alabama Wetland Playground...(ADD) / (DEDUCT)...\$ 323,893.⁰⁰
For Alternate #5: Canebrake Playground.....(ADD) / (DEDUCT)...\$ 314,549.⁰⁰
For Alternate #6: A/V Scoreboards and Equip.....(ADD) / (DEDUCT)...\$ 1,238,870.⁰⁰
For Alternate #7: Site Furnishings.....(ADD) / (DEDUCT)...\$ 288,925.⁰⁰

UNIT PRICES: Attach schedule of unit prices & allowances per specification section 01 2200.

SUBCONTRACTORS: Provide list of subcontractors within 24 hours of receipt of the bid.

SALES AND USE TAX SAVINGS ACCOUNTING:

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

ESTIMATED SALES AND USE TAX

BASE BID: \$ 496,800.⁰⁰

For Alternate #1 – Maintenance Building.....(ADD) / (DEDUCT)...\$ 17,775.⁰⁰
For Alternate #2: Black Warrior Playground.....(ADD) / (DEDUCT)...\$ 15,542.⁰⁰
For Alternate #3: Mini Playgrounds 'A' & 'B'.....(ADD) / (DEDUCT)...\$ 2,212.⁰⁰
For Alternate #4: Alabama Wetland Playground...(ADD) / (DEDUCT)...\$ 11,336.⁰⁰
For Alternate #5: Canebrake Playground.....(ADD) / (DEDUCT)...\$ 11,009.⁰⁰
For Alternate #6: A/V Scoreboards and Equip.....(ADD) / (DEDUCT)...\$ 43,360.⁰⁰
For Alternate #7: Site Furnishings.....(ADD) / (DEDUCT)...\$ 10,112.⁰⁰

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

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

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

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

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

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

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

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

1.	<u>Elmore County Commission</u>	<u>334-567-1184</u>
	Name of Client	Telephone Number
	<u>100 E Commerce Street, Suite 200, Wetumpka AL</u>	
	Street	City
	<u>17 Springs Multi-Sport Complex \$11 Million</u>	<u>7/21/2023</u>
	Facility Size	Date
	<u>Seay, Seay & Litchfield Architects</u>	<u>334-263-5162</u>
	Name of Engineer/Architect /Engineering Firm	Telephone Number

2. Beeker Property Group 205-343-2290
Name of Client Telephone Number
1647 McFarland Boulevard North, Tuscaloosa AL
Street City
Northbank Office Complex \$11,750,000.00 8/8/2024
Facility Size Date
Ward Scott Morris Architects 205-345-6110
Name of Engineer/Architect /Engineering Firm Telephone Number

3. University of Alabama 205-348-5950
Name of Client Telephone Number
413 Cahaba Cir, Tuscaloosa AL
Street City
Alabama Intercollegiate Athletics New Golf Facility \$32 Million 4/26/2024
Facility Size Date
Davis Architects 205-322-7482
Name of Engineer/Architect/Engineering Firm Telephone Number

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

The Cincinnati Insurance Company whose address is
P. O. Box 145496, Cincinnati, OH 45250-5496
Street City State Zip

Single Job Bond Limit \$60,000,000.00 Aggregate Job Bond Limit \$150,000,000.00

If Sole Proprietor or Partnership:

IN WITNESS hereto the undersigned has set his (its) hand this N/A day of N/A
N/A, 20 .

N/A
Signature of Bidder
N/A
Title

If Corporation:

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers, this 7 day of November, 2024.

(seal)

WAR Construction, Inc.
Name of Corporation

By 

P. Mark Lancaster II, President.
Title

Attest 
Secretary

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

Attached hereto is a (Bid Bond) or (Check) for the sum of Five Percent of Base Bid,
Not To Exceed Ten Thousand Dollars according to the conditions under "Instructions to Bidders" and provisions therein.

Dated this 7 day of November, 2024

BY: _____

P. Mark Lancaster II, President.
Title

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

[END OF BID PROPOSAL]

SCHEDULE OF UNIT PRICES & ALLOWANCES

(Shall be included with Bid Proposal Form)

(addendum four)

CIVIL

ITEM DESCRIPTION	UNIT	QUOTED UNIT PRICES	ALLOWANCE QUANTITY	QUOTED ALLOWANCE (Included in Base Bid)
01 – Removal / On-site Disposal of Unsuitable Material Undercutting unsuitable soil, on-site disposal of the material and replacement with approved material as per the Project Owner's Representative and outlined in the allowance specification section.	Per Cubic Yard In Place	15. ⁰⁰	500	7,500. ⁰⁰
02 – Geotextile Stabilization Mat Geotextile Stabilization Mat for subgrade stabilization, if required, as outlined in the allowance specification section.	Per Square Yard	6.50	500	3,250. ⁰⁰
03 – Crushed Aggregated Base Course, ALDOT 825B Additional stone base for replacement material at undercut locations as outlined in the allowance specification section.	Per Cubic Yard In Place	71.50	250	17,875. ⁰⁰
04 – Cementitious Flowable Fill Additional flowable fill for replacement material at undercut locations as outlined in the allowance specification section.	Per Cubic Yard In Place	325. ⁰⁰	250	81,250. ⁰⁰

Cont...

LANDSCAPE

ITEM DESCRIPTION	UNIT	QUOTED UNIT PRICES	ALLOWANCE QUANTITY	QUOTED ALLOWANCE (Included in Base Bid)
01 – Majestic® Black Gum Nyssa sylvatica 'MON2' 4" Cal., 16'-18' Ht., strong central leader, Min. 6' clear trunk	B&B	550. ⁰⁰	1	550. ⁰⁰
02 – Swamp White Oak Quercus bicolor 4" Cal., 14'-16' Ht., strong central leader, Min. 6' clear trunk	B&B	500. ⁰⁰	1	500. ⁰⁰
03 – Willow Oak Quercus phellos 4" Cal., 18'-20' Ht., strong central leader, Min. 6' clear trunk	B&B	600. ⁰⁰	1	600. ⁰⁰
04 – Willow Oak Quercus phellos 2" Cal., 12'-14' Ht., strong central leader, Min. 6' clear trunk	B&B	280. ⁰⁰	1	280. ⁰⁰
05 – Shumard Oak Quercus shumardii 4" Cal., 18'-20' Ht., strong central leader, Min. 6' clear trunk	B&B	550. ⁰⁰	1	550. ⁰⁰
06 – Bald Cypress Taxodium distichum 4" Cal., 14'-16' Ht., strong central leader, Min. 6' clear trunk	B&B	500. ⁰⁰	1	500. ⁰⁰
07 – American Hornbeam Carpinus caroliniana 2.5" Cal., 12'-14' Ht., strong central leader, Min. 6' clear trunk	B&B	400. ⁰⁰	1	400. ⁰⁰
08 – Australis Bay Magnolia Magnolia virginiana australis 16'-18' Ht., 3-5 stems, Min. 6' clear trunk	B&B	850. ⁰⁰	1	850. ⁰⁰
09 – Little Lime Hydrangea Hydrangea paniculata 'Little Lime' 18"-24" Ht., 18"-24" Sprd.	3 GAL	36. ⁰⁰	1	36. ⁰⁰
10 – Dwarf Yaupon Holly Ilex vomitoria 'Nana' 12"-18" Ht., 12"-18" Sprd.	3 GAL	20. ⁰⁰	1	20. ⁰⁰

Cont...

LANDSCAPE

ITEM DESCRIPTION	UNIT	QUOTED UNIT PRICES	ALLOWANCE QUANTITY	QUOTED ALLOWANCE (Included in Base Bid)
11 – Tea Olive Osmanthus fragrans 24”-36” Ht., 24-36” Sprd.	3 GAL	25. ⁰⁰	1	25. ⁰⁰
12 – Side Oats Gramma Bouteloua curtipendula 12” Ht., 12” Sprd., Full Container	3 GAL	30. ⁰⁰	1	30. ⁰⁰
13 – Muhly Grass Muhlenbergia capillaris 12”-18” Ht., 12”-18” Sprd., Full Container	3 GAL	25. ⁰⁰	1	25. ⁰⁰
14 – White Cloud Muhly Grass Muhlenbergia capillaris ‘White Cloud Muhly’ 12”-18” Ht., 12”-18” Sprd., Full Container	3 GAL	25. ⁰⁰	1	25. ⁰⁰
15 – Purple Cone Flower Echinacea ‘All That Jazz’ 6”-12” Ht., 6”-12” Sprd., Full Container	1 GAL	14. ⁰⁰	1	14. ⁰⁰
16 – Rudbeckia ‘American Gold Rush’ Rudbeckia ‘American Gold Rush’ 6”-12” Ht., 6”-12” Sprd., Full Container	1 GAL	14. ⁰⁰	1	14. ⁰⁰
17 – Hybrid Bermudagrass Cynodon dactylon x transvaalensis Seed	PER SF	0.12.	100	12. ⁰⁰
18 – Tiftuf Bermuda Grass Cynodon dactylon (L.) Pers. X C. transvaalensis Sod	PER SF	0.75	100	75. ⁰⁰
19 – Pine Planting Mix Longleaf Pine, Loblolly Pine, Virginia Pine	15 GAL	130. ⁰⁰	3	390. ⁰⁰

Cont...

ARCHITECTURAL

ITEM DESCRIPTION	UNIT	QUOTED UNIT PRICES	ALLOWANCE QUANTITY	QUOTED ALLOWANCE (Included in Base Bid)
Track Mounted Sliding Entry Gate Track mounted sliding entry gate to be attached to steel & wood entry walls at north and south entrances	1	\$5,000	2	\$10,000

November 7, 2024



City of Northport
P.O. Box 569,
Northport, AL 354767

WAR CONSTRUCTION, INC.

General Contractors and Construction Managers
Post Office Box 1218 • Tuscaloosa, Alabama 35403
4300 Joe Mallisham Parkway • Tuscaloosa, AL 35401
205-758-4723 • Fax: 205-349-3425 • SoLinc: 246
www.warconstruction.com • info@warconstruction.com

Re: Letter of Authorization

To Whom It May Concern,

Please consider this letter as written authorization for Skye Kent and/or Francia Casal to modify, on my behalf, the bid proposal form and/or the proposal envelope for the River Run Park at Northport Shore – Package No. 4 Vertical Completion.

Sincerely,

WAR Construction, Inc.

A handwritten signature in blue ink, appearing to read "P. Mark Lancaster II", is written over the company name.

P. Mark Lancaster II
President

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

CITY OF NORTHPORT PUBLIC WORKS CONTRACT DOCUMENTS
SECTION FOUR: BID BOND TO THE CITY OF NORTHPORT, ALABAMA
(2022)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
WAR Construction, Inc. _____ as Principal; and _____
The Cincinnati Insurance Company _____ as Surety, (**NOTE:** If cashier's check drawn on an
Alabama Bank utilized in lieu of corporate surety, attach check as required by bid documents) are hereby held and
firmly bound unto the City of Northport, Alabama, a Municipal Corporation, as obligee, hereinafter called the City, in
the sum of _____ Five percent (5%) of the amount of bid but in no event more than Ten thousand _____ Dollars
(\$ 10,000.00) for the payment of which sum, well and truly to be made, the said Principal and Surety
hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

Project: River Run Park at Northport Shore – Package No 4 Vertical Package

Location: Northport, AL

Architect or Engineer: Chambless King Architects, LLC.

Project Number: 23021

NOW, THEREFORE,

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

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

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

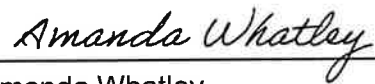
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond
shall in no way be impaired or affected by any extension of the time within which the City may accept such Bid; and
said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the 7th day of November, 2024 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:

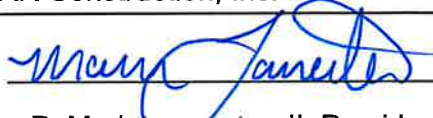


ATTEST:


Amanda Whatley

PRINCIPAL:

WAR Construction, Inc. _____ (SEAL)

By:  _____

Title: P. Mark Lancaster, II, President

Address: P.O. Box 1218

Tuscaloosa, AL 35403-1218

SURETY:

The Cincinnati Insurance Company _____ (SEAL)

Business Address
P.O. Box 145496 Cincinnati, OH 45250-5496

By:  _____

Title: W. Geoffrey Plott
Attorney in Fact



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

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

[END DOCUMENT—OFFICE OF THE CITY ATTORNEY]

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Marlin D. Moore, III; Madison Andrew Hudson; David B. Partlow, III; Brandon M LaBresh; Charles Bailey, IV;
Thomas H. Bonhaus and/or W. Geoffrey Plott

of Tuscaloosa, Alabama

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

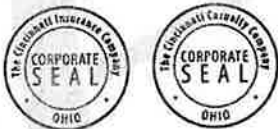
Any such obligations in the United States, up to
Seventy Million and No/100 Dollars (\$70,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 7th day of November, 2024



Ed R

STATE LICENSING BOARD FOR GENERAL CONTRACTORS

445 DEXTER AVE, SUITE 3060, MONTGOMERY, AL 36104
(WEBSITE: WWW.GENCONBD.ALABAMA.GOV)

2024 LICENSE RENEWAL EXTENSION

THIS IS TO CERTIFY THAT

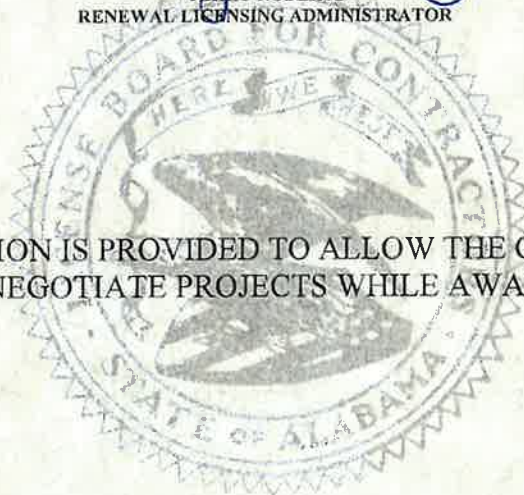
WAR CONSTRUCTION INC
TUSCALOOSA, AL 35403
LICENSE # 6418

IS GRANTED AN EXTENSION OF THEIR 2023 LICENSE

THIS EXTENSION AND YOUR LICENSE WILL EXPIRE ON OCTOBER 31, 2024
(ATTACH TO 2023 LICENSE CERTIFICATE)


TERRY ROBERTS
RENEWAL LICENSING ADMINISTRATOR

NOTE: THIS VERIFICATION IS PROVIDED TO ALLOW THE CONTRACTOR TO PULL PERMITS, BID AND/OR NEGOTIATE PROJECTS WHILE AWAITING THE RENEWAL OF THEIR LICENSE.



STATE OF ALABAMA



BID LIMIT: U
AMOUNT: UNLIMITED

LICENSE NO.:
TYPE:
RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

WAR CONSTRUCTION INC

TUSCALOOSA, AL 35403

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until July 31, 2024 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

31st day of October, 2023

SECRETARY-TREASURER

CHAIRMAN

200788



ALABAMA LICENSING BOARD FOR General Contractors


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[Forms](#)
[Testing](#)
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[Law](#)
[Rules & Regulations](#)
[FAQs](#)
[Related Links](#)
[Consumer Info](#)

Search Results Detail

License Number	6418
Name	WAR CONSTRUCTION INC
Address	PO BOX 1218
City	TUSCALOOSA
State	AL
Zip Code	35403
Phone Number	(205) 758-4723
Fax Number	() -
Bid Limit	U UNLIMITED
Specialty	BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY
Expiration Date	7/31/2025 More information on License Renewals.
Extension Date	

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

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

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the WAR Construction, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer WAR Construction, Inc.	
Name (Please Type or Print) Arlene M Carr	Title
Signature Electronically Signed	Date 01/16/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/16/2012



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	WAR Construction, Inc.
Company Facility Address	4300 Joe Mallisham Parkway Tuscaloosa, AL 35401
Company Alternate Address	PO Box 1218 Tuscaloosa, AL 35403
County or Parish	TUSCALOOSA
Employer Identification Number	630575248
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA 1 site(s)

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Skye E Kent
Phone Number (205) 758 - 4723
Fax Number (205) 349 - 3425
Email Address skent@warconstruction.com

Name P Mark Lancaster II
Phone Number (205) 758 - 4723
Fax Number (205) 349 - 3425
Email Address mlancaster@warconstruction.com

Name Arlene M Carr
Phone Number (205) 758 - 4723
Fax Number (205) 349 - 3425
Email Address acarr@warconstruction.com

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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: November 18, 2024

SUBJECT: Resolution Authorizing the City Administrator to Purchase Athletic Turf Surfacing for River Run Park at Northport Shore

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 solicited proposals for the purchase and installation of athletic turf surfacing at River Run Park at Northport Shore. FieldTurf provided the most competitive price for the scope of work. A Sourcewell cooperative purchasing will be utilized. The Engineering department is requesting authorization for the City Administrator to select FieldTurf for the purchase and installation of athletic turf surfacing in the amount of \$3,165,459.00.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

GL Code No. 01-32-600-82002 Amount: \$3,165,459.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to purchase athletic turf surfacing from FieldTurf, including installation, in the amount of \$3,159,459.00 for River Run Park at Northport Shore.

RESOLUTION NO. 24-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE ATHLETIC TURF SURFACING FOR RIVER RUN PARK AT NORTHPORT SHORE

WHEREAS, the City of Northport solicited proposals for the purchase and installation of athletic turf surfacing at River Run Park at Northport Shore; and,

WHEREAS, FieldTurf USA, Inc. provided the most competitive price for the scope of work under the Sourcewell Cooperative Purchasing; and,

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to purchase athletic turf surfacing from FieldTurf USA, Inc. in the amount of \$3,165,459 for River Run Park at Northport Shore.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized to purchase athletic turf surfacing from FieldTurf USA, Inc. in the amount of \$3,165,459 for River Run Park at Northport Shore.

RESOLVED AND DONE this 18th day of November 2024.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: November 18, 2024
Motion:
Second:

Chambless King Architects

November 11, 2024

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

Re:
City of Northport – River Run Park at Northport Shore
Package No.2.1 Athletic Field Surfacing & Installation
Letter of Recommendation
Chambless King Architects Project No.23021

Proposals were received for this project on Wednesday, July 31st, 2024. Post proposal interviews were held and the selected qualified bidder was Field Turf inc.

The services to be provided will be obtained by the City of Northport as a part of the purchasing cooperative sponsored by the national association of counties, its successor organization, or any other national or regional governmental cooperative purchasing program (i.e., a cooperative like Omnia or Sourcewell).

The specific requirements for goods and services obtained through cooperatives are listed in the state procurement statute. In participating in this process and submitting a proposal, each bidder acknowledges they are part of, and in good standing with, a purchasing cooperative.

We recommend the acceptance of the base bid amount of \$3,138,459.00 and the acceptance of add alternate no.1 for \$27,000 for a final construction contract amount of **\$3,165,459.00**.

We recommend the City of Northport proceed with a conditional notice of award to Field Turf. and begin the contractual process upon acknowledgment of notice of award as soon as possible.

We are including with this letter of recommendation, the bidder's bid proposal form and bid packages. Please call if you have any questions or concerns.

Chambless King Architects

Sincerely,



Michael C Shows, Project Architect
Chambless King Architects, LLC
334.590.0635
mshows@chamblessking.com

Attachment:

- 241111_ RRP - Package No.2.1 Athletic Turf Surfacing - Bid Proposal Form - Field Turf
- 241111_ RRP - Package No.2.1 Athletic Turf Surfacing - Bid Proposal and Alternates - Field Turf

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

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

To: The City of Northport
Address: P.O. Box 569
Northport, AL 35467
Project Title: River Run Park at Northport Shore – Package No.2.1 Athletic Turf Surface & Installation
Project No.: CK#:23021

Trade: The trade portion of the work for which this Proposal is submitted is:
n/a (if applicable)

Trade Package No.: n/a

BIDDER: The name of the Bidder submitting this Proposal is FieldTurf USA Inc. doing business at _____
175 N Industrial Blvd, Calhoun, GA 30701
Street City State Zip

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

Licensed, Class MU-S/SC, Alabama General Contractor No.: 51948 (Attach Copy)

Alabama General Contractor Specialty Athletic Fields

Alabama General Contractor License Major Categories:

(1) Grading and Drainage (2) Paving and Asphalt

Cooperative Acknowledgement:

And is a part, in good standing of the Sourcewell/ NJPA purchasing cooperative sponsored by the National Association of Counties, its successor organization, or any other national or regional governmental cooperative purchasing program approved by the State of Alabama.

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

Name: Craig Yancey **Telephone:** 205-908-5608

ADDENDA: The Bidder hereby acknowledges that he has received Addenda No's. 1 (July 24th ,
, , , (Bidder shall Insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

LUMP SUM: The Bidder agrees to accept as full payment of the work proposed under this Project, as services are rendered, as herein specified and as shown on the Contract Documents, upon the undersigned's own estimate of quantities and costs, the following lump sum of Three Million, One Hundred Thirty Eight Thousand, Four Dollars and _____ cents (\$ 3,138,459 Hundred Fifty Nine). (Amount written in words has precedence)

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

For Alternate No. 1: Add Single Color 8' Diameter Logo at Each Field (add)(deduct) \$ 27,000

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

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

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

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

<u>Material</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>TOTAL</u>
1. <u>n/a</u>			
2. <u>n/a</u>			
		TOTAL BASE BID	\$ _____

SALES AND USE TAX SAVINGS ACCOUNTING:

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

<u>ESTIMATED SALES AND USE TAX</u>	
BASE BID: \$	<u>\$164,920</u>
Additive Alternate (if applicable): \$	<u>\$168,618</u>

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

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

BIDDER'S DECLARATION AND UNDERSTANDING: The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair

and without fraud, that it is made without collusion with any official of the City, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

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

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

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

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

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

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

1.	Elmore County	334-567-1156
	Name of Client	Telephone Number
	2120 AL-14	Milbrook
	Street	City
	17 Springs YMCA	In Construction
	Facility	Date
	Dalhoff-Thomas Design Studio/ Sam Henry	901-646-5070
	Name of Engineer/Architect /Engineering Firm	Telephone Number
2.	City of Florence	256-760-6628
	Name of Client	Telephone Number
	1 Sportsplex Drive	Florence
	Street	City

Florence Sportsplex	400,000 sf	June 2024
Facility	Size	Date
Goodwyn-Mills Cawood/ John Bricken		334-271-3200
Name of Engineer/Architect /Engineering Firm		Telephone Number

3.

City of Southaven		662-890-7275
Name of Client		Telephone Number
6550 Getwell Rd		Southaven
Street		City
Snowden Grove/ Greenbrook	400,000 sf	January 2021
Facility	Size	Date
Civil Link		662-510-2169
Name of Engineer/Architect/Engineering Firm		Telephone Number

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

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

Description of Work Not applicable

Name _____

Street _____, City _____ State _____ Zip _____

Description of Work _____

Name _____

Street _____, City _____ State _____ Zip _____

Description of Work _____

Name _____

Street _____, City _____ State _____ Zip _____

Description of Work _____

Name _____

_____, _____, _____, _____
Street City State Zip

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

Federal Insurance _____ whose address is

202B Halls Mill Rd Whitehouse Station NJ 08889
Street City State Zip

Single Job Bond Limit \$30,000,000 Aggregate Job Bond Limit \$250,000,000

If Sole Proprietor or Partnership:

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

Signature of Bidder

Title

If Corporation:

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers, this 31st day of July, 2024.

FieldTurf USA Inc.

Name of Corporation

By Marie-France Nantel

General Counsel, SVP Legal & Acquisitions - Tarkett North America

Title

Attest _____

Secretary



~~The Bidder declares that he understands and agrees that the quantities shown in the Advertisement for Bids and in the Proposal are approximate only and are subject to either increase or decrease; and that should quantities be~~

decreased, he also understands and agrees that payment will be made on actual quantities installed at the unit bid prices, and will make no claim for anticipated profits for any decreases in the quantities. Actual quantities will be determined upon completion of the work.

Attached hereto is a (Bid Bond) or (Check) for the sum of _____ according to the conditions under "Instructions to Bidders" and provisions therein.

Dated this _____ day of _____, 2024.

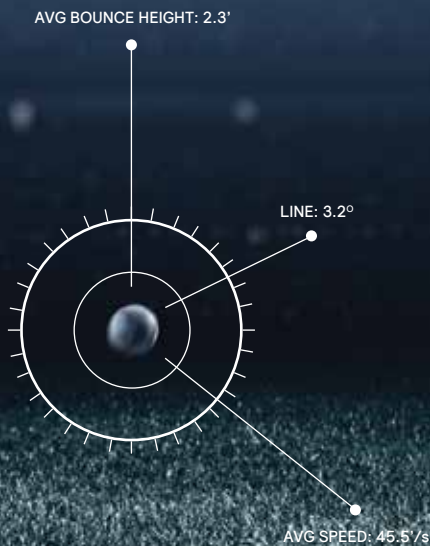
BY: _____

Title

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

[END OF BID PROPOSAL]

CHANGE THE *Game*



REDEFINE

HOME FIELD *Advantage*



Our goal was simple: design an artificial turf baseball system that replicates the best ballparks in America. But like every road to greatness, creating the perfect surface took time and patience.

We started by testing and analyzing some of the nation's elite clay, grass and turf facilities to study ball-surface interaction, speed and consistency. Then we designed our new series to emulate the best results.

Our journey rewrote the book on testing and product development. Introducing our new baseball line, DoublePlay Speed and DoublePlay Natural.

IF YOU SWING, MAKE IT COUNT.





“ Man, this stuff is good. I believe that playing on our FieldTurf field has helped in terms of getting our guys used to consistent play and focusing on making plays. It has been a contributor to our success and has helped Oregon State Baseball strive to reach the next level.”

PAT CASEY
OREGON STATE BEAVERS

NATIONAL CHAMPIONS
2018, 2007
HOME FIELD: FIELDTURF

**COLLEGE WORLD SERIES
APPEARANCES:**
2019, 2018, 2017, 2013, 2007
HOME FIELD: FIELDTURF

CONFERENCE CHAMPIONSHIPS
2017, 2014, 2013
HOME FIELD: FIELDTURF

TECHNOLOGY FUELED OUR PURSUIT OF EXCELLENCE

Our journey had us push the boundaries of testing and product innovation like never before. We used a scientific approach to analyze ball-surface interaction on a variety of systems. Through the use of advanced high-tech motion video cameras, we were able to translate what we found into real-life data. Never before has there been a way to build your FieldTurf baseball field with such precision.

USING OUR THREE CRITICAL
PERFORMANCE CRITERIA -
SPEED, LINE & BOUNCE -
YOU CAN BUILD YOUR FIELD
TO PLAY FAST OR TO PLAY
LIKE A NATURAL SURFACE.



300 MAN HOURS



300 VIDEOS



70,000 PICTURES



1

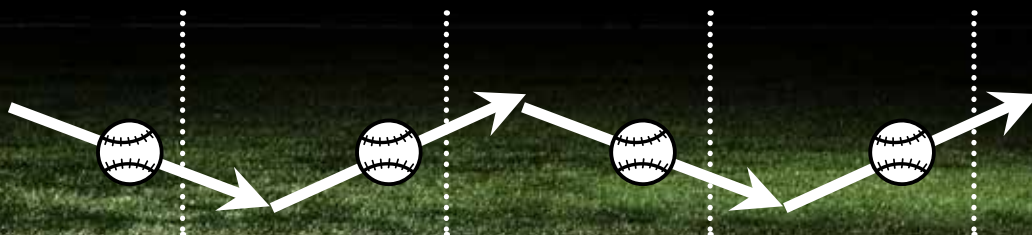
SPEED

Speed is a total average of the ball speed-in and ball speed-out at the bounce points. Measured in feet per second.



WHY IT'S IMPORTANT

The **SPEED** score allows you to select a system that either plays fast or plays like a natural surface.



2

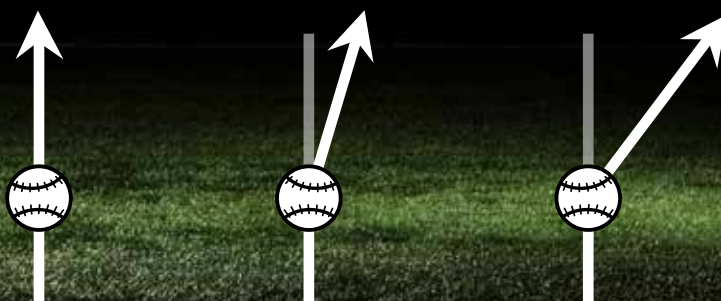
LINE

Line is a total average of the ball bounce straightness variation. Measured in degrees.



WHY IT'S IMPORTANT

The **LINE** score indicates if the hop plays true.



3

BOUNCE

Bounce height is a total average of the max height obtained at the bounce points. Measured in feet.



WHY IT'S IMPORTANT

The **BOUNCE** score indicates if the ball plays like a natural surface.





“ *What we really liked was the scientific work being put in on the front end so on the back end, us baseball guys can specify exactly what we want out of our field”.*

TONY VITELLO
HEAD COACH, UNIVERSITY OF TENNESSEE



“ *Not only did we want a system that would perform but we wanted a company that was going to be there when we needed them. For us, FieldTurf rang true in both categories. Every coach we spoke to echoed similar feelings, making the decision clear for us.”*

SCOTT BERRY
HEAD COACH, UNIVERSITY OF SOUTHERN MISSISSIPPI



“ *The FieldTurf DoublePlay baseball system plays more like a natural ball field than anything else we have seen. From a product and company standpoint, FieldTurf is the right choice for us.”*

TODD WHITTING
HEAD COACH, UNIVERSITY OF HOUSTON



“ *We are extremely excited to partner with FieldTurf for our playing surface in the new ball park. Our new home will include the best player development facility in Conference USA as well as top-tier playing and practice surfaces. FieldTurf's reputation around the college and professional baseball industry is second to none”*

LANE BURROUGHS
BASEBALL COACH, LOUISIANA TECH UNIVERSITY

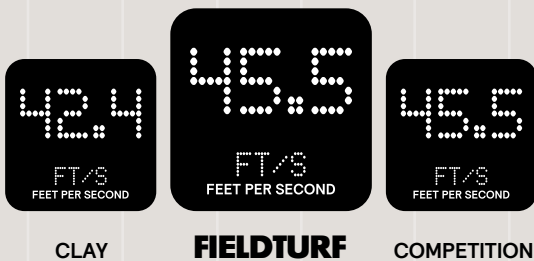


WHICH SYSTEM IS

DOUBLEPLAY *Speed*

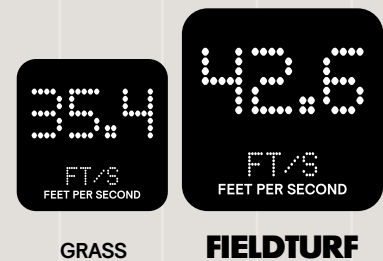
PLAYS: FAST

FAST CLAY

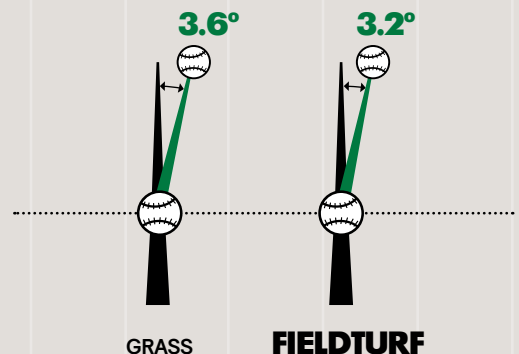
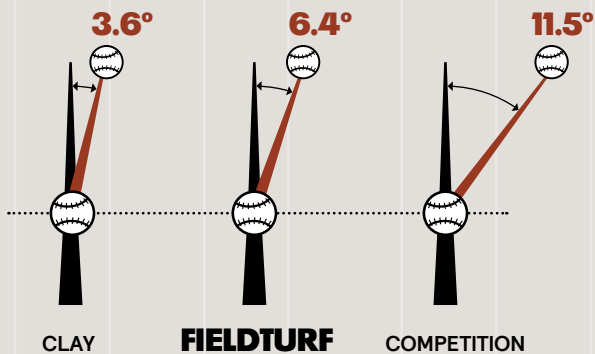


SPEED

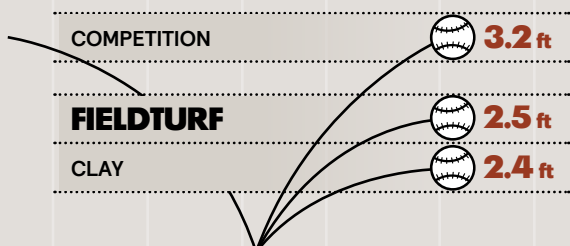
FAST GRASS



LINE



BOUNCE



Our Innovation & Performance Center pushed past the infield to deliver optimal performance specifically for your outfield. DoublePlay allows you to design your entire field, start to finish, with precision.

RIGHT FOR YOU?

DOUBLEPLAY *Natural*

PLAYS: LIKE A NATURAL SURFACE

NATURAL CLAY

42.4
FT/S
FEET PER SECOND

CLAY

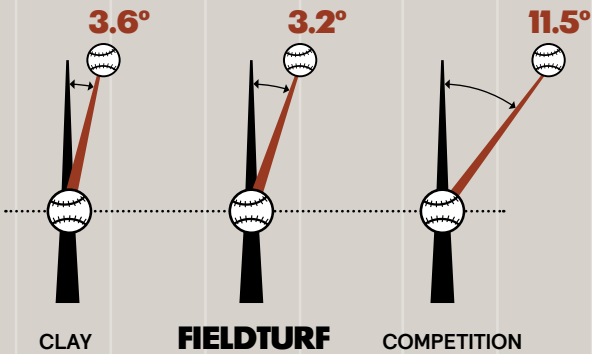
42.6
FT/S
FEET PER SECOND

FIELDTURF

45.5
FT/S
FEET PER SECOND

COMPETITION

SPEED



LINE

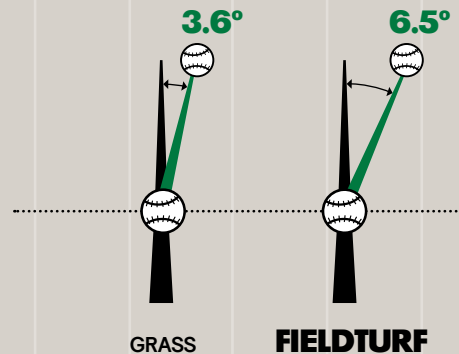
NATURAL GRASS

35.4
FT/S
FEET PER SECOND

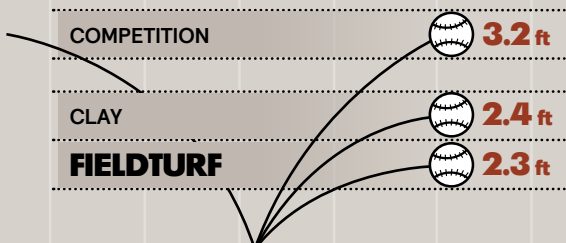
GRASS

37.8
FT/S
FEET PER SECOND

FIELDTURF

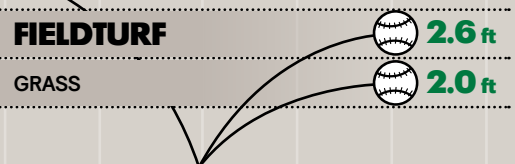


BOUNCE



FIELDTURF

GRASS



Our Innovation & Performance Center pushed past the infield to deliver optimal performance specifically for your outfield. DoublePlay allows you to design your entire field, start to finish, with precision.

TRUSTED AT

Every Level





MAJOR LEAGUE



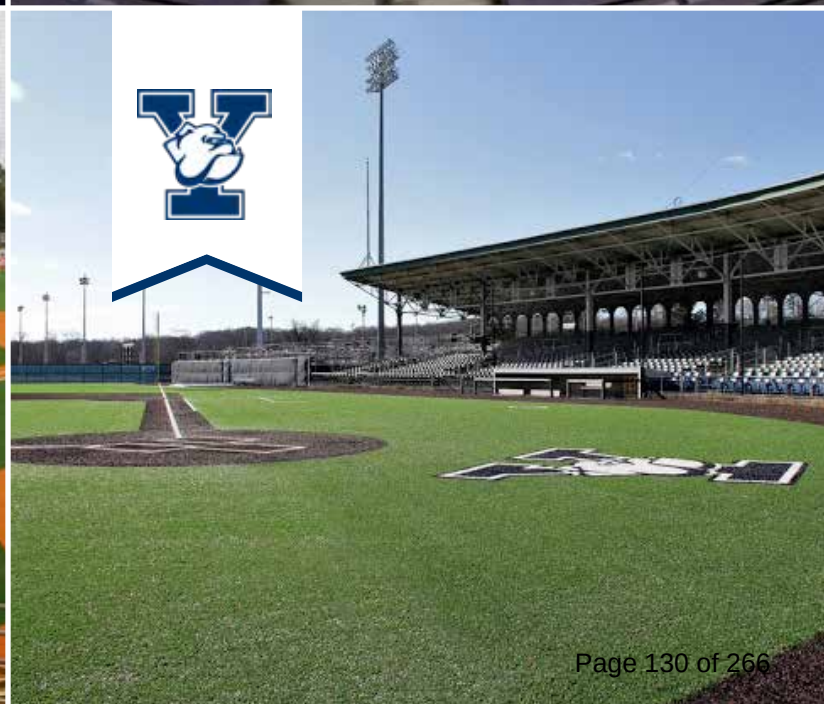
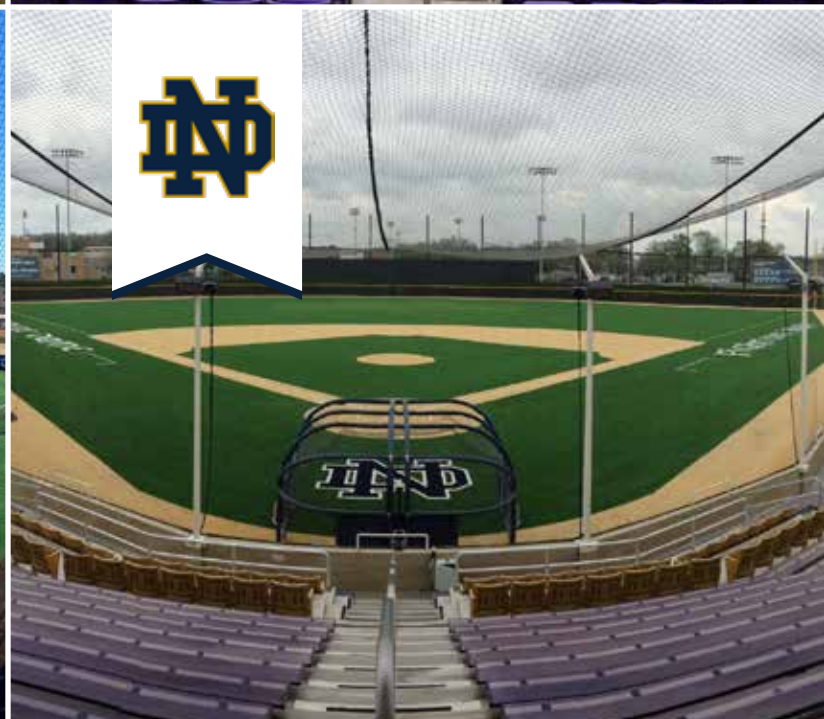
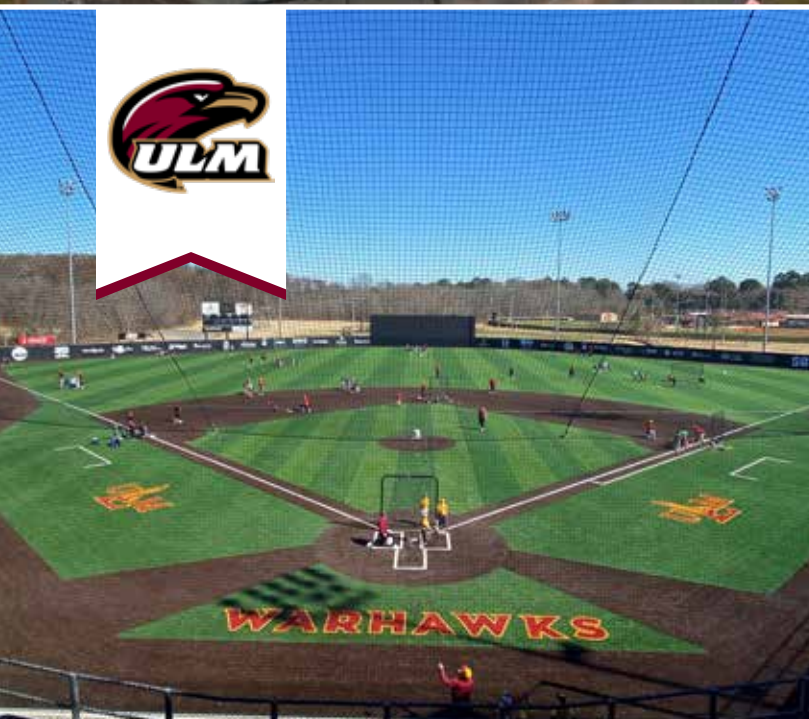
MINOR LEAGUE



COLLEGIATE







SCHOOL	CITY	STATE
AMERICAN ATHLETIC CONFERENCE		
University of South Florida	Tampa	FL
University of Houston	Houston	TX
University Of Memphis	Memphis	TN
AMERICAN EAST CONFERENCE		
University of Maine	Orono	ME
Binghamton University	Binghamton	NY
ATLANTIC 10 CONFERENCE		
George Washington University	Washington	DC
University of Rhode Island	South Kingstown	RI
ATLANTIC COAST CONFERENCE		
North Carolina State University	Raleigh	NC
University of Virginia	Charlottesville	VA
University of North Carolina	Chapel Hill	NC
University of Notre Dame	Notre Dame	IN
University of Louisville	Louisville	KY
Wake Forest University	Winston-Salem	NC
BIG SOUTH CONFERENCE		
Radford University	Radford	VA
High Point University	High Point	NC
BIG EAST CONFERENCE		
Villanova University	Villanova	PA
Seton Hall University	South Orange	NJ
Creighton University	Omaha	NE
Xavier University	Cincinnati	OH
BIG TEN CONFERENCE		
University of Maryland	College Park	MD
University of Illinois	Champaign	IL
Rutgers University	New Brunswick	NJ
BIG 12 CONFERENCE		
Kansas State University	Manhattan	KS
University of Texas	Austin	TX
Texas Tech University	Lubbock	TX
COLONIAL ATHLETIC ASSOCIATION		
Northeastern University	Boston	MA
Hofstra University	Hempstead	NY
Elon University	Elon	NC
Stony Brook University	Stony Brook	NY
HORIZON LEAGUE		
Wright State University	Dayton	OH
IVY LEAGUE		
Yale University	New Haven	CT
Cornell University	Ithaca	NY
Brown University	Providence	RI
Dartmouth College	Hanover	NH
Columbia University	New York City	NY

SCHOOL	CITY	STATE
MISSOURI VALLEY CONFERENCE		
Illinois State University	Normal	IL
Indiana State University	Terre Haute	IN
University of Illinois	Chicago	IL
Southern Illinois University	Edwardsville	IL
MOUNTAIN WEST CONFERENCE		
University of New Mexico	Albuquerque	NM
U.S. Air Force Academy	Colorado Springs	CO
NORTHEAST CONFERENCE		
Central Connecticut State University	New Britain	CT
Fairleigh Dickinson University	Teaneck	NJ
PACIFIC-12 CONFERENCE		
University of Oregon	Eugene	OR
Oregon State University	Corvallis	OR
PATRIOT LEAGUE		
United States Naval Academy	Annapolis	MD
Bucknell University	Lewisburg	PA
SOUTHEASTERN CONFERENCE		
University of Florida	Gainesville	FL
University of Tennessee	Knoxville	TN
SUN BELT CONFERENCE		
Texas State University	San Marcos	TX
University of Louisiana at Monroe	Monroe	LA
James Madison University	Harrisonburg	VA
University of Southern Mississippi	Hattiesburg	MS
WESTERN ATHLETIC CONFERENCE		
Chicago State University	Chicago	IL
Utah Valley University	Orem	UT
CONFERENCE USA		
Louisiana Tech University	Ruston	LA
INDEPENDENT		
Chicago State University	Chicago	IL

MINOR LEAGUE BASEBALL INSTALLATIONS



BELOIT SNAPPERS
HIGH-A CENTRAL
ABC SUPPLY STADIUM
MIAMI MARLINS



OREM OWLZ
PIONEER LEAGUE
UCCU BALL PARK
LOS ANGELES ANGELS



JOLIET SLAMMERS
FRONTIER LEAGUE
DUPAGE MEDICAL GROUP FIELD



BROOKLYN CYCLONES
HIGH-A EAST
MAIMONIDES PARK
NEW YORK METS

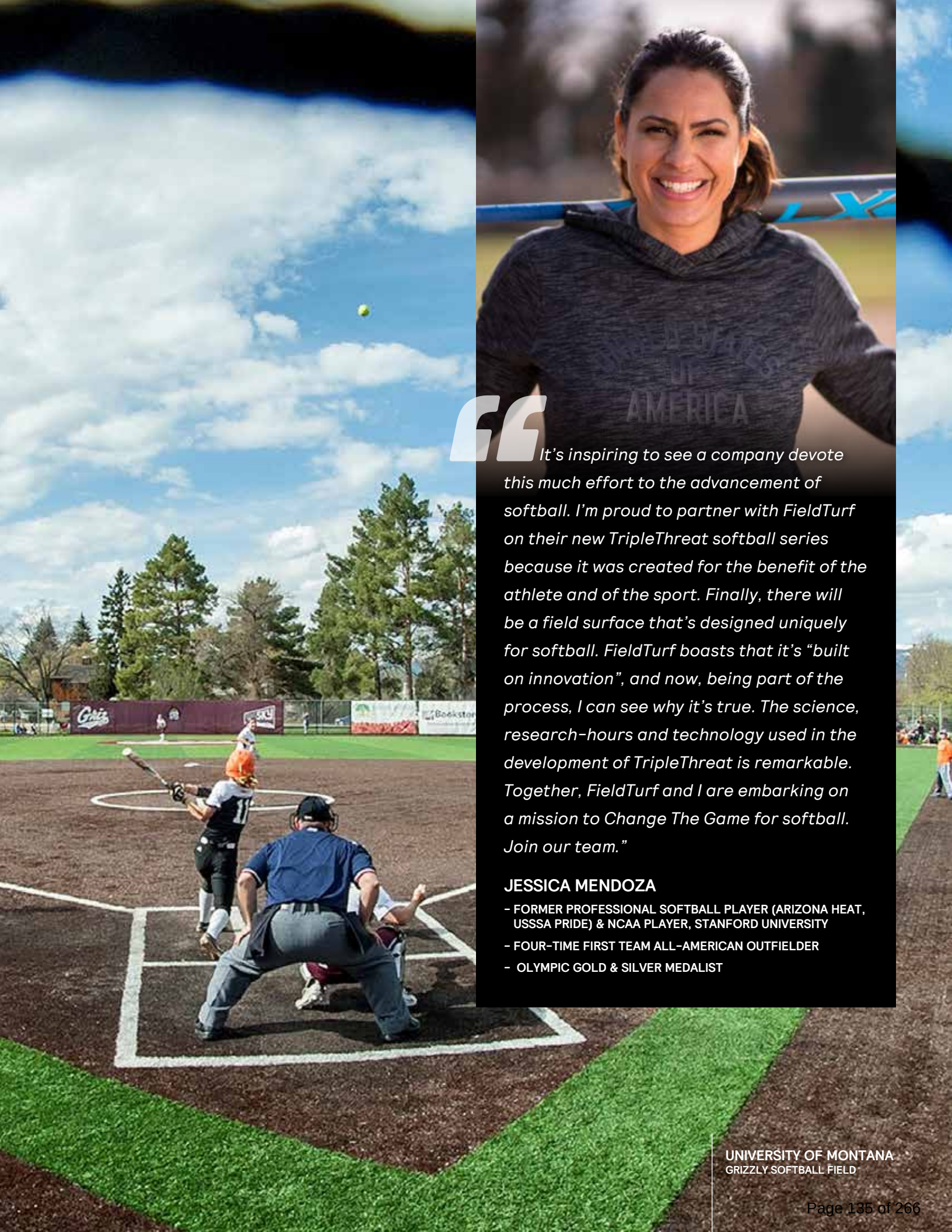
TRAINING FIELDS





CHANGE THE *Game*





“

It's inspiring to see a company devote this much effort to the advancement of softball. I'm proud to partner with FieldTurf on their new TripleThreat softball series because it was created for the benefit of the athlete and of the sport. Finally, there will be a field surface that's designed uniquely for softball. FieldTurf boasts that it's "built on innovation", and now, being part of the process, I can see why it's true. The science, research-hours and technology used in the development of TripleThreat is remarkable. Together, FieldTurf and I are embarking on a mission to Change The Game for softball. Join our team."

JESSICA MENDOZA

- FORMER PROFESSIONAL SOFTBALL PLAYER (ARIZONA HEAT, USSSA PRIDE) & NCAA PLAYER, STANFORD UNIVERSITY
- FOUR-TIME FIRST TEAM ALL-AMERICAN OUTFIELDER
- OLYMPIC GOLD & SILVER MEDALIST

UNIVERSITY OF MONTANA
GRIZZLY SOFTBALL FIELD

TECHNOLOGY FUELED OUR PURSUIT OF EXCELLENCE

Our journey had us push the boundaries of testing and product innovation like never before. We used a scientific approach to analyze ball-surface interaction on a variety of systems. Through the use of advanced high-tech motion video cameras, we were able to translate what we found into real-life data. Never before has there been a way to build your FieldTurf softball field with such precision.

USING OUR THREE CRITICAL
PERFORMANCE CRITERIA -
SPEED, LINE & BOUNCE -
YOU CAN BUILD YOUR FIELD
TO PLAY FAST OR TO PLAY
LIKE A NATURAL SURFACE.



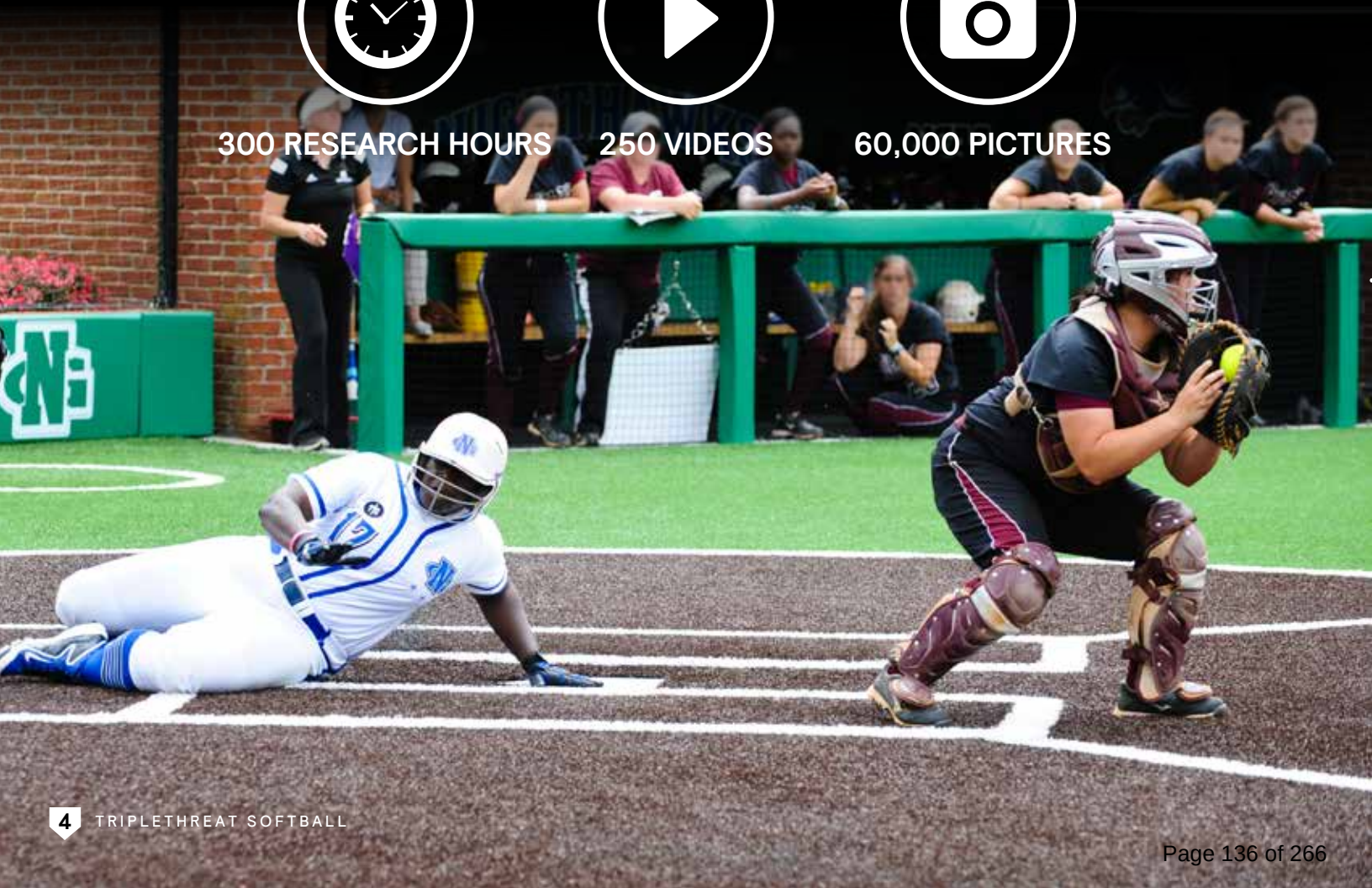
300 RESEARCH HOURS



250 VIDEOS



60,000 PICTURES



1

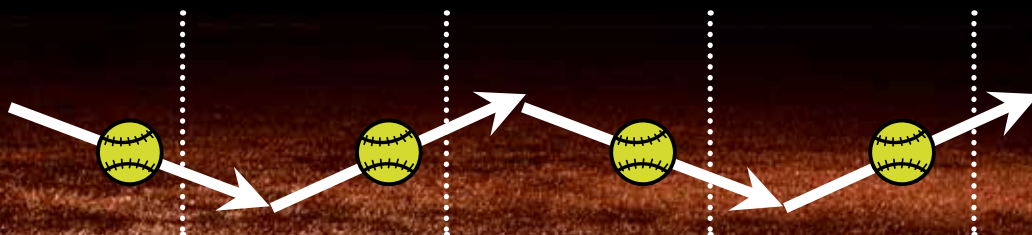
SPEED

Speed is a total average of the ball speed-in and ball speed-out at the bounce points. Measured in feet per second.



WHY IT'S IMPORTANT

The **SPEED** score allows you to select a system that either plays fast or plays like a natural surface.



2

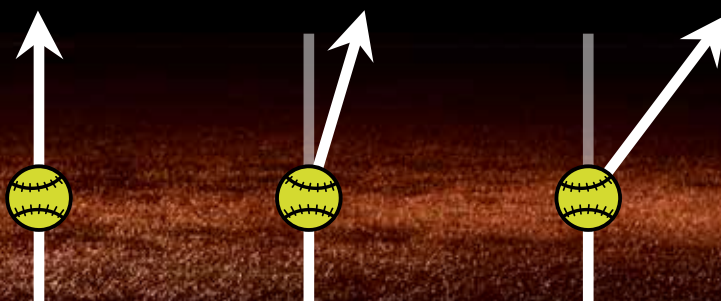
LINE

Line is a total average of the ball bounce straightness variation. Measured in degrees.



WHY IT'S IMPORTANT

The **LINE** score indicates if the hop plays true.



3

BOUNCE

Bounce height is a total average of the max height obtained at the bounce points. Measured in feet.



WHY IT'S IMPORTANT

The **BOUNCE** score indicates if the ball plays like a natural surface.



RIGHT FOR YOU?

TRIPLETHREAT *Natural*

PLAYS: LIKE A NATURAL SURFACE

NATURAL CLAY

44

FT/S
FEET PER SECOND

CLAY

49.8

FT/S
FEET PER SECOND

FIELDTURF

6.7°



CLAY

7.8°



FIELDTURF

FIELDTURF

CLAY

2.5 ft

2.3 ft

SPEED

NATURAL GRASS

37

FT/S
FEET PER SECOND

GRASS

41.4

FT/S
FEET PER SECOND

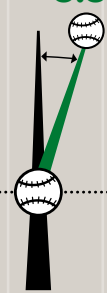
FIELDTURF

6.5°



GRASS

9.9°



FIELDTURF

FIELDTURF

GRASS

2.2 ft

1.4 ft

LINE

BOUNCE

Our Innovation & Performance Center pushed past the infield to deliver optimal performance specifically for your outfield. TripleThreat allows you to design your entire field, start to finish, with precision.



“ Hill Stadium was already one of the premier softball facilities in Division II, but our move to FieldTurf has truly made it one of the best softball stadiums in the country. Our FieldTurf field offered us superior playability and consistency throughout the season.”

MIKE DAVENPORT
HEAD SOFTBALL COACH, UNIVERSITY OF NORTH GEORGIA



“ The upgrades to DeWitt Family Field will give us an edge in so many ways. Weather is one of our biggest challenges here in the Northeast in the spring, and the turf changes that quite a bit. The number of cancellations we have had over the past few years has been unreal. The frost, the rain, the field prep... The turf will allow us to get on the field in February on those mild days we tend to have. When it comes to a rainy April, the drainage will assure us that no matter how much it rains overnight, we will be able to get onto our field the next day.”

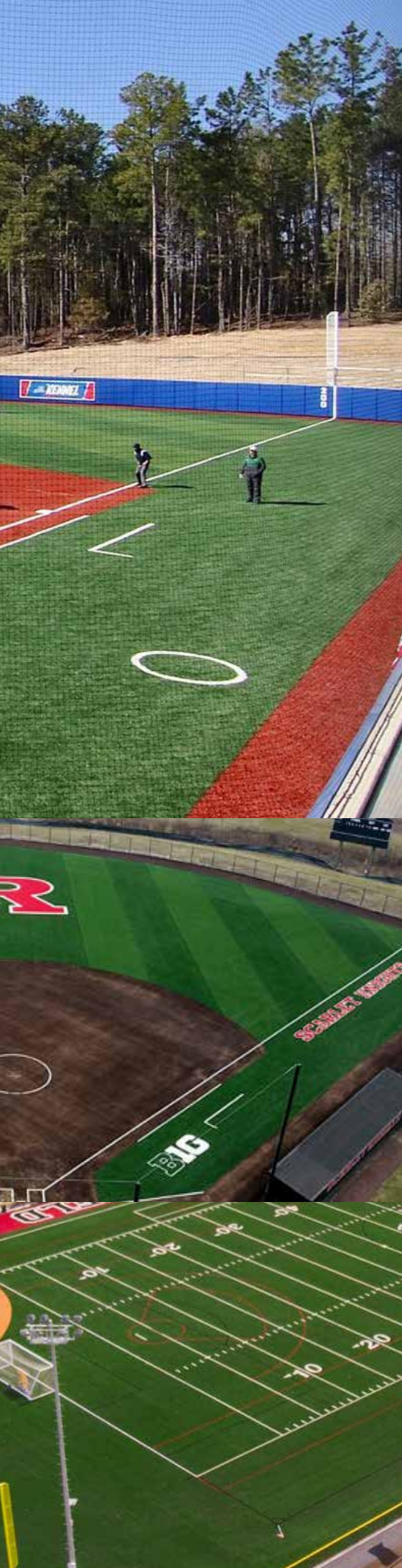
JEN GOODWIN
HEAD SOFTBALL COACH, YALE UNIVERSITY



“ We love our field! It has been a game changer for us. Our field before wasn't something we showed off to people, so this is a night-and-day difference. I like how every time I go to our field, it is ready to go. There is still maintenance and upkeep of the field, but not like what we had to do in the past. During the installation, I was amazed by how quickly things went and how detailed the work was.”

DARREN MUELLER
HEAD SOFTBALL COACH, NORTH DAKOTA STATE UNIVERSITY





PRICING PROPOSAL



City of Northport



July 31, 2024

Thank you for the opportunity to present **FieldTurf** as a potential partner with the City of Northport, AL. The **FieldTurf DoublePlay Baseball and TripleThreat Softball** systems were developed with one goal in mind – replicate the playing surfaces of the best natural grass ballparks in America. Since its introduction, FieldTurf DoublePlay has been accepted as the premier surface by NCAA, High School, and Municipal programs across the country.

- ▶ FieldTurf is the **WORLD LEADER** in artificial turf and the inventor of the long-fiber infilled system used by every turf manufacturer in the world today.
- ▶ FieldTurf's **DoublePlay Baseball** system has been subjected to the most sophisticated **Speed, Line, and Bounce testing** in the industry to replicate a premium natural baseball field.
- ▶ FieldTurf's **TripleThreat Softball** system was the first, and only system to undergo "softball-specific" surface testing to replicate a premium natural softball field.
- ▶ FieldTurf is the chosen surface for the **NCAA Baseball Champions, University of Tennessee Volunteers** and more than half of the NCAA Top 25 teams that play on synthetic turf.
- ▶ FieldTurf continues to develop new and innovative options to provide owners and athletes with the highest-level playing surfaces in the industry. FieldTurf's new **patented mound / high-use EasyChange replacement system** extends the life of useable turf, reduces maintenance and replacement costs, and allows end-users to make instant replacements of worn areas to keep the game moving.
- ▶ FieldTurf's unique **SureLock Finger Unit non-perforated backing system drains 10x faster** than any competitor's perforated backing system.
- ▶ FieldTurf offers proven **Cooling technology** to reduce surface temperatures by an average of 35 degrees.
- ▶ FieldTurf assigns a **dedicated Project Manager, Construction Manager and Customer Service Manager** to every project to provide the highest level of attention and customer service.

PRICING PROPOSAL

FieldTurf – Parks & Recreation References *(abbreviated)*

17 Springs – YMCA – Millbrook, AL

Fields: (6x Softball; 4x Soccer; 1x Football stadium)

- Contact Name: Richie Beyer / Bill Myers
- Information: wrbechd@elmoreco.org / bmyers@ymcamontgomery.org

Veterans Park – Alabaster, AL

Fields: (6x Baseball; 2x Soccer)

- Contact Name: Tim Hamm
- Information: thamm@cityofalabaster.com

Florence Sportsplex – Florence, AL

Fields: (5x Baseball; 1x Miracle Field)

- Contact Name: Randy Burns
- Information: rburns@florenceal.org

Snowden Grove Baseball / Greenbrook Softball – Southaven, MS **

Fields: (17x Baseball infields + Foul territory; 8x Softball infields + Foul territory)

- Contact Name: Josh Henry
- Information: jhenry@southaven.org

Cornerstone Park – Starkville, MS **

Fields: (12x Baseball and Softball infields)

Contact Name: Brandon Doherty

Information: bdoherty@sportsfacilities.com

Gulfport Sportsplex – Gulfport, MS **

Fields: (6x Baseball)

- Contact Name: TBD (new contact)
- Information: TBD

MTrade Park – Oxford, MS **

Fields: (12x Baseball infields)

- Contact Name: Brad Freeman
- Information: brad@mtradepark.com

Jack Allen Park – Decatur, AL

Fields: (1x Soccer - existing) / (8x Softball +2x Soccer - under construction)

- Contact Name: Jeff Dunlap / Jason Lake
- Information: jdunlap2161@gmail.com / jlake@decatur-al.gov

**** Sports Contractors Unlimited (Tommy Shook) – construction partner**

PRICING PROPOSAL

Mountain Brook Youth Baseball and High School Softball (right)



Alabaster Veterans Park Softball and Soccer; Alabaster Davenport Field (below / below right)



Florence Sportsplex (below)



PRICING PROPOSAL

Snowden Grove Park – Baseball; Southaven, MS



17 Springs / YMCA – Soccer; Millbrook, AL **6x Baseball fields are now complete (not shown)**



PRICING PROPOSAL

FieldTurf – NCAA Baseball References – Southeast *(abbreviated)*

University of Tennessee – Knoxville, TN

Contact Name: Tony Vitello

Information: czurcher@utk.edu

University of Southern Mississippi – Hattiesburg, MS **

Contact Name: Christian Ostrander

Information: christian.ostrander@usm.edu

University of Memphis – Memphis, TN

Contact Name: Jeff Crane

Information: Jeff.C@memphis.edu

University of Louisiana-Monroe – Monroe, LA **

Contact Name: Michael Federico

Information: federico@ulm.edu

Louisiana Tech University – Ruston, LA

Contact Name: Lane Burroughs

Information: lburroughs@latech.edu

University of Louisiana-Lafayette – Lafayette, LA

Contact Name: Anthony Babineaux

Information: anthony.babineaux@louisiana.edu

University of Florida – Gainesville, FL

Contact Name: Kevin O'Sullivan

Information: baseballmail@gators.ufl.edu

Florida State University – Tallahassee, FL

Contact Name: Link Jarrett

Information: coachjarrett@fsu.edu

University of South Florida – Tampa, FL

Contact Name: Alan Kunkel

Information: alank1@usf.edu

University of South Alabama *(under construction / '25 season)*; Mark Calvi, Head Coach

Arkansas State University *(under construction / '25 season)*; Mike Silva, Head Coach



**** Sports Contractors Unlimited (Tommy Shook) – construction partner**

PRICING PROPOSAL



FieldTurf enjoys a large and loyal base of high-profile partners who are willing to speak about the reasons they chose FieldTurf for their programs, and their experience with our company. Below you'll find links to a few videos we hope you'll find interesting, as well as links to our DoublePlay Baseball and TripleThreat Softball brochures.

Please take a moment to enjoy these short videos and brochures. We're always happy and available to answer any questions regarding our FieldTurf products, or synthetic turf in general.

Tony Vitello – Head Coach / **University of Tennessee**, 2024 NCAA National Champions
<https://tarkettsports.canto.com/b/RKVFV>

Scott Berry – Former Head Coach (retired) / **University of Southern Mississippi**
<https://tarkettsports.canto.com/b/H7I0A>

Jessica Mendoza – **Team USA Softball**, ESPN Analyst, NCAA All-American
<https://tarkettsports.canto.com/b/I4CVH>

FieldTurf DoublePlay – promo video
<https://tarkettsports.canto.com/b/OJUF2>

FieldTurf DoublePlay – long form webinar (47:03)
<https://tarkettsports.canto.com/b/I1FN4>

FieldTurf DoublePlay – Baseball brochure
<https://tarkettsports.canto.com/b/IUEEF>

FieldTurf TripleThreat – Softball brochure
<https://tarkettsports.canto.com/b/OGT6P>

FieldTurf CoolPlay – brochure
<https://tarkettsports.canto.com/b/ODVUC>

FieldTurf FIT Turf (padded turf system) – handout
<https://tarkettsports.canto.com/b/JTD5I>



PRICING PROPOSAL



The following proposal is based on specifications provided in the proposal documents. This system is currently installed at **17 Springs, Florence Sportsplex, Veterans Park / Alabaster**, and soon to be installed at **Jack Allen Park / Decatur**.

While the FieldTurf system varies slightly in turf face weight (*only 2oz-3oz per yd²*) from the written specification, we employ much heavier infill weights in our system (*up to 7lbs per ft²*) to insure optimal playability according to Speed, Line, and Bounce test results. Heavier infill weights assist in protecting the turf for added durability and create a safer playing surface for the athletes.

A description of the turf system is provided below.

BASE PROPOSAL – DoublePlay Vintage

Field Name	Northport River Run Park
FieldTurf System	DoublePlay Vintage + DoublePlay Natural
Square Footage	790,363 ft ²
Markings	Inlaid Baseball and Softball Markings
TOTAL PRICE	\$ 3,138,459.00

FIELDTURF DOUBLEPLAY VINTAGE – PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf DoublePlay Vintage + DoublePlay Natural systems, with the following product characteristics:

VINTAGE CLAY (VINTAGE 40)

- ▶ **Pile Height:** 1.6 Inches
- ▶ **Infill Weight:** 3.5lbs sand + 1.0lbs rubber per ft².
- ▶ **Pile Weight:** 50 oz. per yd².
- ▶ **Turf:** Slit-film with thatch layer
- ▶ **Total System Weight:** 776 oz. per yd².

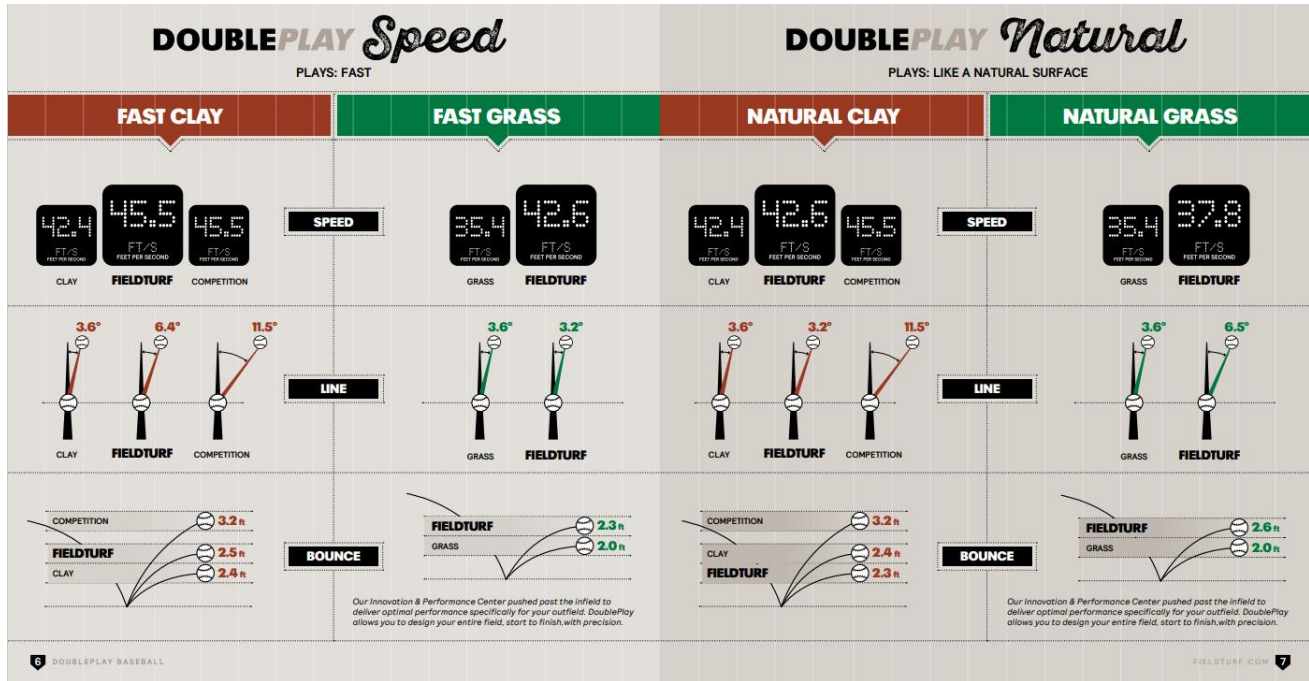
NATURAL GRASS (FTVT-50)

- ▶ **Pile Height:** 2 Inches
- ▶ **Infill Weight:** 3.65lbs sand + 2.6lbs ambient rubber per ft².
- ▶ **Pile Weight:** 39 oz. per yd².
- ▶ **Turf:** Dual-fiber (monofilament/slit-film)
- ▶ **Total System Weight:** 962 oz. per yd².

VINTAGE CLAY (TOUGHBACK)

- ▶ **Pile Height:** 1.6 Inches
- ▶ **Infill Weight:** 3.5lbs sand + 1.0lbs rubber per ft².
- ▶ **Pile Weight:** 90 oz. per yd².
- ▶ **Turf:** Slit-film with thatch layer

PRICING PROPOSAL



“What we really liked was the scientific work being put in on the front end so on the back end, us baseball guys can specify exactly what we want out of our field.”

TONY VITELLO
HEAD COACH, UNIVERSITY OF TENNESSEE



“Not only did we want a system that would perform but we wanted a company that was going to be there when we needed them. For us, FieldTurf rang true in both categories. Every coach we spoke to echoed similar feelings, making the decision clear for us.”

SCOTT BERRY
HEAD COACH, UNIVERSITY OF SOUTHERN MISSISSIPPI

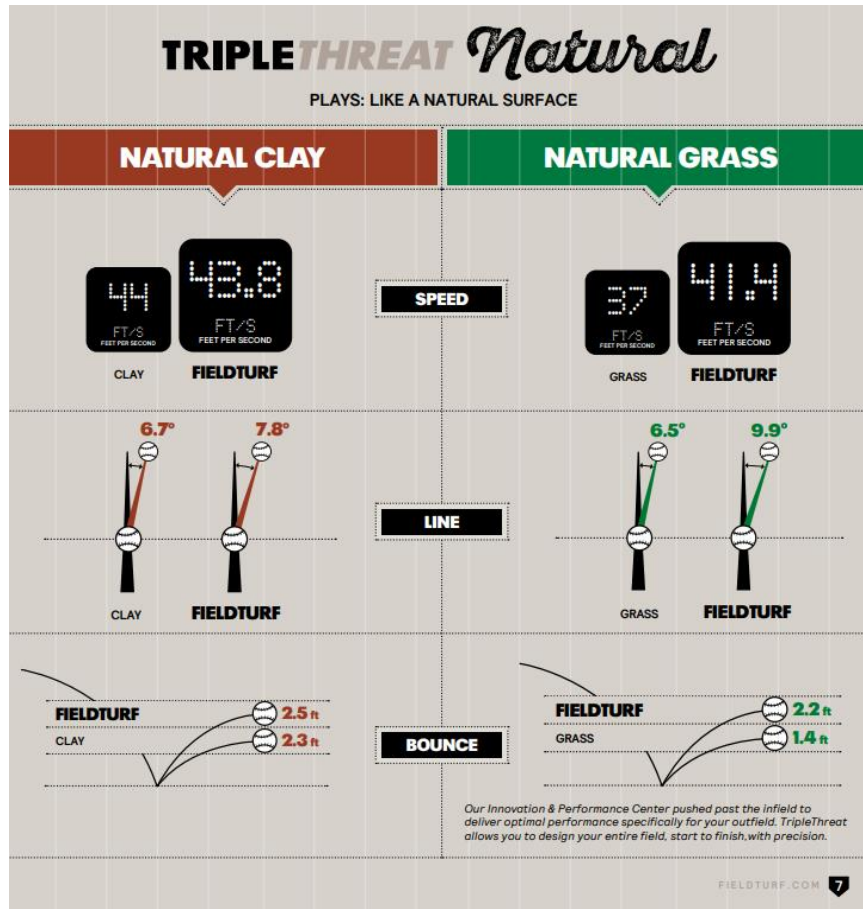


PRICING PROPOSAL

FIELDTURF TRIPLETHREAT SOFTBALL – PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf TripleThreat Natural system, with the following product characteristics:

- ▶ **SPEED CLAY (VINTAGE 40)**
- ▶ **Pile Height:** 1.6 Inches
- ▶ **Infill Weight:** 3.5lbs sand + 1.0lbs rubber per ft².
- ▶ **Pile Weight:** 50 oz. per yd².
- ▶ **Turf:** Slit-film with thatch layer
- ▶ **Total System Weight:** 776 oz. per yd².
- ▶ **NATURAL GRASS (FTVT-50)**
- ▶ **Pile Height:** 2 Inches
- ▶ **Infill Weight:** 5.4lbs sand + 1.5lbs ambient rubber per ft².
- ▶ **Pile Weight:** 39 oz. per yd².
- ▶ **Turf:** Dual-fiber (monofilament/slit-film)
- ▶ **Total System Weight:** 1056 oz. per yd².



PRICING PROPOSAL



The following proposal is based on a popular FieldTurf recreational baseball system – DoublePlay Classic. The DoublePlay Classic system is currently installed at **MTrade Park / Oxford, MS, Gulfport Sportsplex / Gulfport, MS, Senatobia Sportplex / Senatobia, MS** and various other parks throughout the country. DoublePlay Classic is also currently, or was previously installed at many NCAA baseball and softball programs including the University of Texas, University of Louisville, Oregon State University, the University of North Georgia, and many others. A description of the turf system is provided below.

DoublePlay Classic is available with the **FieldTurf SureLock Finger Unit non-perforated backing** system, or with standard perforated backing.

ALTERNATE PROPOSAL #1 – DoublePlay Classic

Field Name	Northport River Run Park
FieldTurf System	DoublePlay Classic
Square Footage	790,363 ft ²
Markings	Inlaid Baseball and Softball Markings
TOTAL PRICE	\$ 2,836,611.00

FIELDTURF DOUBLEPLAY CLASSIC – PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf DoublePlay Classic Baseball and Softball system, with the following product characteristics:

CLASSIC CLAY (XT-50 / FTHD-50)

- ▶ **Pile Height:** 2.0 Inches
- ▶ **Infill Weight:** 5.4lbs sand + 1.5lbs rubber per ft².
- ▶ **Pile Weight:** 30 oz. per yd².
- ▶ **Turf:** Slit-film
- ▶ **Total System Weight:** 776 oz. per yd².

CLASSIC GRASS (XT-50 / FTHD-50)

- ▶ **Pile Height:** 2.0 Inches
- ▶ **Infill Weight:** 5.4lbs sand + 1.5lbs ambient rubber per ft².
- ▶ **Pile Weight:** 30 oz. per yd².
- ▶ **Turf:** Slit-film (monofilament/slit-film)
- ▶ **Total System Weight:** 962 oz. per yd².

VINTAGE CLAY (TOUGHBACK)

- ▶ **Pile Height:** 1.6 Inches
- ▶ **Infill Weight:** 3.5lbs sand + 1.0lbs rubber per ft².
- ▶ **Pile Weight:** 90 oz. per yd².
- ▶ **Turf:** Slit-film with thatch layer

PRICING PROPOSAL



The following proposal is based on a popular **FieldTurf's Elite baseball system – DoublePlay Speed + DoublePlay Natural**. The DoublePlay Speed+Natural system is a combination of two FieldTurf systems to provide the ultimate playing surface and is currently installed at highly respected NCAA Baseball and Softball programs including the National Champion University of Tennessee, University of Southern Mississippi, University of Oregon, Wake Forest University, University of Notre Dame, University of Texas, James Madison University, and the University of Louisiana-Lafayette, and will be installed at the University of South Alabama prior to the 2025 season. **DoublePlay Speed+Natural** is also installed at **Snowden Grove Park in Southaven, MS**. A description of the turf system is provided below.

DoublePlay Speed+Natural is available with the **FieldTurf SureLock Finger Unit non-perforated backing** system, or with standard perforated backing.

ALTERNATE PROPOSAL #2 – DoublePlay Speed + DoublePlay Natural

Field Name	Northport River Run Park
FieldTurf System	DoublePlay Vintage + DoublePlay Natural
Square Footage	790,363 ft ²
Markings	Inlaid Baseball and Softball Markings
TOTAL PRICE	\$ 3,191,279.00

FIELDTURF DOUBLEPLAY SPEED+NATURAL – PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf DoublePlay Speed + DoublePlay Natural systems, with the following product characteristics:

SPEED CLAY (VINTAGE 40)

- ▶ **Pile Height:** 1.6 Inches
- ▶ **Infill Weight:** 3.5lbs sand + 1.5lbs olive core per ft².
- ▶ **Pile Weight:** 50 oz. per yd².
- ▶ **Turf:** Slit-film with thatch layer
- ▶ **Total System Weight:** 798 oz. per yd².

VINTAGE CLAY (TOUGHBACK)

- ▶ **Pile Height:** 1.6 Inches
- ▶ **Infill Weight:** 3.5lbs sand + 1.0lbs rubber per ft².
- ▶ **Pile Weight:** 90 oz. per yd².
- ▶ **Turf:** Slit-film with thatch layer

SPEED GRASS (FTVTP-50)

- ▶ **Pile Height:** 2.0 Inches
- ▶ **Infill Weight:** 5.4lbs sand + 1.5lbs cryogenic rubber per ft².
- ▶ **Pile Weight:** 39 oz. per yd².
- ▶ **Turf:** Dual-fiber (monofilament/slit-film)
- ▶ **Total System Weight:** 1054 oz. per yd².

NATURAL GRASS (FTVT-50)

- ▶ **Pile Height:** 2.0
- ▶ **Infill Weight:** 3.65lb sand + 2.6lbs rubber
- ▶ **Pile Weight:** 39oz per yd².
- ▶ **Turf:** Dual-fiber (monofilament/slit-film)

PRICING PROPOSAL



PRICE INCLUDES:

- a) Installation of the artificial in-filled grass surface upon a suitable base.
- b) An eight (8) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface, apart from the base areas and slide zones which shall carry a two (2) year warranty. Furthermore, the following designated high traffic areas are excluded from the warranty: home plate, pitcher's mound, pitcher's lane, catcher's box, batting cage and bullpen area.
- c) Inlaid Sports Markings.
- d) Replacement panels for batters'/catcher's boxes; a set of (9x) replacements per area.
- e) Replacement panels for pitcher's mounds; a set of (9x) replacements.
- f) (1x) turf hitting mat per field (9x total).
- g) Maintenance equipment; FieldTurf StaticBrush and FieldTurf FieldSweep 90" with mesh leaf dome cover.

PRICE DOES NOT INCLUDE:

- a) The base upon which the FieldTurf artificial turf surface will be placed. FieldTurf shall not be responsible for the planarity, stability, porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) Any costs associated with necessary changes relating to delineation of the field.
- c) Any logos or lettering.
- d) The supply or installation of the field edging and perimeter nailer board.
- e) Unless otherwise specified, the price does not include any G-max testing.
- f) The supply of or adjustment to manholes or clean-outs, grates and supply of the manhole covers.
- g) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- h) Site security.
- i) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- j) Site restoration, sodding, landscaping or grow-in.
- k) Permit fees, Inspection fees.
- l) A vehicle to tow FieldTurf maintenance equipment.
- m) All applicable taxes, prevailing wages, union labor and other labor law levies.
- n) Anything not explicitly noted in the inclusions.

PRICING PROPOSAL



The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you.

Please feel free to reach out to any member of our project team with questions about our offer:

Amanda Rennie

Project Manager

(514)-296-3304

Amanda.ennie@FieldTurf.com

Craig Yancey

Regional Sales Manager

(205)-908-5608

Craig.yancey@FieldTurf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

A handwritten signature in dark ink, appearing to read 'Darren Gill', written over a horizontal line.

Per:

Darren Gill, Executive Vice President Tarkett Sports, Inc.

PRICING PROPOSAL



CONDITIONS

Notwithstanding any other document or agreement entered by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punch list items remain and the Certificate of Completion has not been executed by Customer.
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and *force majeure*.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15-feet wide by 15 feet high, and, no more than 100-feet from the site. A 25-feet wide by 25-feet long hard or paved clean surface area located within 50-feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING





THE TARKETT SPORTS FAMILY – LEADERS IN SPORTS SURFACING



800-724-2969 | info@fieldturf.com | fieldturf.com



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: November 18, 2024

SUBJECT: Resolution Authorizing the City Administrator to Execute Lighting Services Lease Agreements with Alabama Power for Roadway and Parking Lot Lighting at River Run Park at Northport Shore

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

The City of Northport solicited proposals for roadway and parking lot lighting at River Run Park at Northport Shore for the River Run Park Promenade and River Run Park entrance/exit areas, parking lot, and maintenance building. The Engineering department is requesting approval of Alabama Power's proposals to provide these services at a monthly rate.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

GL Code No. Operational dollars Amount: \$ Monthly Rate as Proposed

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute lighting services lease agreements with Alabama Power for River Run Park at Northport Shore.

Project # LP65076

Customer Legal Name City of Northport DBA _____

Service Address Oliver Lock & Dam Rd Northport AL 35473 County Tuscaloosa County

Mailing Address Post Office Box 569 Northport AL 35476

Email _____ Tel # 205-333-8196 Alt Tel # _____

Tax ID# XXX-XX-1330 Business Description Governmental Support

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components				
Qty	Wattage	Type	OH/UG	Description
49	97	Area	UG	Black 4000K
7	234	Pendant	UG	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Prepaid Amount	
\$5,923.12	\$384.16	\$6,307.28	Initial Term	60 months

* The Regulated Charge is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:

Install 56 LED fixtures and associated equipment in parking lot, maintenance building, and River Run Park entrance/exit areas; to be served directly from APC's distribution system and operate dusk-to-dawn by photocell.

Pendant fixtures -- 10,000 to 13,000 initial lumens per fixture, Area fixtures -- 27,000 to 33,000 initial lumens per fixture.

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Stephanie Hudson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement (“**Agreement**”) states the agreed terms and conditions upon which **Alabama Power Company (“APC”)** will provide lighting service and, where APC deems necessary, related electric service (collectively “**Service**”) to the Customer identified on page 1 of this Agreement (“**Customer**”). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the “**Premises**”). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the “**APC Assets**”) as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. **APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors.**
3. **Term.** The initial Agreement term is stated on Page 1, calculated from the start date of the first monthly billing service period for lighting service under this Agreement. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.
4. **Payment.** APC will invoice Customer per the terms stated on Page 1, and if applicable subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate.
5. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the “**Commission**”) at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>.
6. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the APC Assets, and other tools or equipment in order to install and connect the APC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Service where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the “**APC Activity**”). Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity.
7. **Installation.** Customer recognizes that APC may be required to install the APC Assets in order to provide this Service (“**Installation**”). Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
 - A. **Customer Work.** If APC, upon Customer's request, allows Customer to itself or through a third party perform any part of the activities related to the Installation of APC Assets at the premises (including trenching), Customer warrants that the work will meet APC's installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days') notice to APC that APC Activity related to the Installation and connection of APC Assets can commence.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Damage Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences the APC Activity, Customer is responsible for all damages and any resulting delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the APC Activity (“**Unforeseen Condition**”). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of modification or change to the APC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
 - D. **Installation Modifications.** APC, at its sole discretion, may remove, relocate or re-position APC Assets to address any Installation issues. Customer is responsible for all cost of Installation modifications requested by Customer.
8. **APC Asset Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the APC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law or for damage to APC Assets caused by anyone other than APC (or an APC contractor or representative). APC will maintain APC Assets and will bear the cost of routine repair or replacement. Customer is responsible for the cost of repairing or replacing any APC Assets damaged or destroyed due to vandalism or willful abuse.
9. **Interruption of Service.** Customer understands Service is provided on an “as is” and “as available” basis and may be interrupted. Customer is responsible for notifying APC if there is a Service interruption. Customer can provide such notice by calling the Business Service Center at 1-888-430-5787.
10. **Disclaimer; Damages.** **APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Illumination Service or any APC Activity.** Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Illumination Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Illumination Service, APC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Illumination Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises.**
11. **Liability.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), invasion of privacy, trespass, property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
12. **Default.** Each of the following shall constitute a default: (1) Customer does not pay the entire amount owed within forty-five (45) days of billing or (2) Customer's, or its employees, agents, representatives, negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations. Any such assignment without APC's prior written consent will be void and of no effect. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, “including” means “including, but not limited to.” Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Customer Legal Name City of Northport DBA _____

Service Address Oliver Lock & Dam Rd Northport AL 35473 County Tuscaloosa County

Mailing Address POST OFFICE BOX 569 NORTHPORT AL 35476

Email _____ Tel # 205-333-8196 Alt Tel # _____

Tax ID # xxx-xx-1330 Business Description Governmental Support

Existing Customer? Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components				
Qty	Watts	Type	OH/UG	Description
16	97	Pendant	UG	Black 4000K
5	234	Area	UG	Bronze 4000K

Monthly Service Cost (\$)	Prepaid Amount	\$ 0.00
\$2,436.84	Initial Term	60 months

Project Notes:

Install 21 LED fixtures and associated equipment in promenade area of River Run Park; to be fed from customer's breaker panel and operated by timer.
Pendant fixtures -- 10,000 to 13,000 initial lumens per fixture, Area fixtures -- 27,000 to 33,000 initial lumens per fixture.

Customer agrees to this Lighting Lease Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Stephanie Hudson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (Governmental)

1. **Lighting Services Agreement.** This Lighting Services Lease Agreement (“**Agreement**”) states the agreed terms and conditions upon which **Alabama Power Company (“APC”)** will provide lighting service and, where APC deems necessary, related electric service (collectively “**Service**”) to the Customer identified on page 1 of this Agreement (“**Customer**”). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the “**Premises**”). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the “**APC Assets**”) as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. **APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors.**
3. **Term.** The initial Agreement term is stated on Page 1, calculated from the start date of the first monthly billing service period for lighting service under this Agreement. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.
4. **Payment.** APC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate.
5. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the APC Assets, and other tools or equipment in order to install and connect the APC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Service where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the “**APC Activity**”). Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity.
6. **Installation.** Customer recognizes that APC may be required to install the APC Assets in order to provide this Service (“**Installation**”). Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
 - A. **Customer Work.** If APC, upon Customer's request, allows Customer to itself or through a third party perform any part of the activities related to the Installation of APC Assets at the premises (including trenching), Customer warrants that the work will meet APC's installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days') notice to APC that APC Activity related to the Installation and connection of APC Assets can commence.
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7. **APC Asset Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the APC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law or for damage to APC Assets caused by anyone other than APC (or an APC contractor or representative). APC will maintain APC Assets and will bear the cost of routine repair or replacement. Customer is responsible for the cost of repairing or replacing any APC Assets damaged or destroyed due to vandalism or willful abuse.
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10. **Liability.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), invasion of privacy, trespass, property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
11. **Default.** Each of the following shall constitute a default: (1) Customer does not pay the entire amount owed within forty-five (45) days of billing or (2) Customer's, or its employees, agents, representatives, negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
12. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations. Any such assignment without APC's prior written consent will be void and of no effect. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, “including” means “including, but not limited to.” Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

RESOLUTION NO. 24-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE LIGHTING SERVICES LEASE AGREEMENTS WITH ALABAMA POWER FOR ROADWAY AND PARKING LOT LIGHTING AT RIVER RUN PARK AT NORTHPORT SHORE

WHEREAS, the City of Northport solicited proposals for the roadway and parking lot lighting at River Run Park at Northport Shore for two separate areas; and,

WHEREAS, those areas are described as the River Run Park promenade area in the first proposal and River Run Park entrance/exit areas, parking lot, and maintenance building in the second proposal; and,

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute lighting services lease agreements with Alabama Power as follows; and,

River Run Park promenade	\$2,436.84/mo.
River Run Park entrance/exit areas, parking lot, and maintenance building	\$6,307.28/mo.

WHEREAS, the monthly cost for each area shall include the fixtures and associated equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized to execute lighting services lease agreements with Alabama Power for monthly payments for the roadway and parking lot lighting at River Run Park at Northport Shore.

RESOLVED AND DONE this 18th day of November 2024.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: November 18, 2024
Motion:
Second:



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: November 18, 2024

SUBJECT: Resolution Authorizing the City Administrator to Execute Change Order No. 1 with Utility Asset Management for the Storm Sewer Rehabilitation Project for Flatwoods Road & 68th Avenue

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Brad Matthews, Tera Tubbs

Summary:

The City of Northport previously awarded the Storm Sewer Rehabilitation Project (Flatwoods & 68th Avenue) to Utility Asset Management at \$246,832.00. In order to remove additional concrete in the culvert to line storm pipe, Utility Asset Management has submitted Change Order No. 1 in the amount of \$4,800.00. The contract for the Storm Sewer Rehabilitation contract will now be \$251,632.00. The Engineering Department has reviewed the change order request and is recommending the approval to meet project timeliness.

Recommendation:

I recommend the request be approved

Funding Source/GL Code:

GL Code No. 01-45-000-54305 Amount: \$4,800.00 (\$251,632.00 - total)

Motion for Consideration:

I make a motion that the City Council authorize the City Administrator to execute change order no. 1 with Utility Asset Management for the Storm Sewer Rehabilitation Project for Flatwoods and 68th Avenue in the amount of \$4,800.00.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT
WITH UTILITY ASSET MANAGEMENT FOR THE STORM SEWER REHABILITATION
(FLATWOODS ROAD AND 68TH AVENUE) PROJECT**

WHEREAS, the City of Northport previously awarded the Storm Sewer Rehabilitation (Flatwoods and 68th Avenue) Project to Utility Asset Management; and,

WHEREAS, the change order no. 1 is needed to reflect for removing additional concrete from culvert in order to line storm pipe in the amount of \$4,800.00 for a total project cost of \$251,632.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to execute Change Order No. 1 for removing additional concrete to line storm pipe contract with Utility Asset Management for the amount of \$4,800.00 for the Storm Sewer Rehabilitation (Flatwoods Road and 68th Avenue) Project.

RESOLVED AND DONE this 18th day of November 2024.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: November 18, 2024
Motion:
Second:

CONTRACT CHANGE ORDER NO. 1

City of Northport, Office of the City Attorney

Storm Sewer Rehabilitation
(Flatwoods Road and 68th Avenue)

DATE: 11/04/24 PROJECT: ADEM CWSRF Project No. SW000060-01

TO: Utility Asset Management
(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:

Additional concrete removal from culvert

TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE:

(Note: Numbers in parentheses are deductions).

ORIGINAL CONTRACT PRICE	\$ 246,832.00
LESS CONTINGENCY/ALLOWANCE	\$ 0.00
NET ORIGINAL CONTRACT PRICE	\$ 246,832.00
Net total of previous Change Orders	\$ 0.00
Previous revised Contract Price	\$ 246,832.00
This Change Order No. <u>1</u> ☒ Add ☐ Deduct	\$ 4,800.00
Revised Contract Price this date	\$ 251,632.00

Extension of time resulting from this Change Order 0 (Indicate number of calendar days).

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

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

(Company)

By: _____

RECOMMENDED

By: Brian Green

Brian Green, P.E., The Cassady Company, Inc.
(Design Engineer or Architect)

CONTRACTING PARTIES

Utility Asset Management
(Contractor)

By: [Signature]
(Authorized Representative - Anita Clyne, President)

CITY OF NORTHPORT

By: _____
(City Administrator)

CONTRACT CHANGE ORDER REQUEST

CITY OF NORTHPORT
OFFICE OF THE CITY ATTORNEY

OWNER: CITY OF NORTHPORT

ARCHITECT/ENGINEER: City of Northport

CONTRACTOR: Utility Asset Management

PROJECT: Storm Sewer Rehabilitation (Flatwoods Rd & 68th Ave)

CHANGE ORDER REQUEST NO. 1 DATE: 11/4/24

1. DESCRIPTION OF CHANGE:

Additional labor required for concrete removal from culvert (bid quantity overrun)

2. CHANGE ORDER COSTS: \$4,800.00

Proposal Attached _____ Cost Estimated/Proposal Required

<i>Bid Item</i>	<i>Quantity</i>	<i>Material Unit Price</i>	<i>Labor (Hours)</i>	<i>Labor Unit Price</i>	<i>Sub-Total Cost</i>
3. Clean Existing Culverts (Less than or equal to 48" horizontal opening)	14 hours	\$350 / hour (per unit price Bid)			\$4,800.00
*					
TOTAL:					\$4,800.00

*If more than 6 items, provide attachments.

3. INSTITUTED BY: City of Northport

4. JUSTIFICATION OF NEED: Required in order to line storm pipe.

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:

There was already a bid item for this work requiring additional quantity; as such, no need to bid.

6. COSTS REVIEW:

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: None, Project Complete

RECOMMENDED:

BY: Brian Green
Northport's Consulting Engineer/Architect
Brian Green, P.E.

APPROVED:

BY: Anita Clyne
Contractor – Utility Asset Management
Anita Clyne, President

BY: _____
City Representative – Assistant City Engineer
Brad Matthews, P.E.

BY: _____
Owner's Legal Advisor

BY: _____
Owner's Authorized Representative



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: November 18, 2024

SUBJECT: Resolution authorizing the City Administrator to execute a Reimbursement Agreement with Courtstone, LLC for an Interim Sewer Study for the Townes of North Lake Subdivision

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Glenda Webb

Summary:

This resolution will authorize the City Administrator to execute a reimbursement agreement between the City of Northport and Courtstone, LLC. The City of Northport will conduct an interim sewer study for The Townes of North Lake Subdivision and Courtstone, LLC will reimburse the City in the amount of \$16,107.00. The study will serve as the basis for a temporary sewer solution until the City's overall sewer improvement plan is completed.

Recommendation:

Adopt the resolution.

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move the adoption of the resolution authorizing the City Administrator to execute a Reimbursement Agreement with Courtstone, LLC for an Interim Sewer Study for the Townes of North Lake Subdivision.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
REIMBURSEMENT AGREEMENT WITH COURTSTONE, LLC FOR AN INTERIM SEWER
STUDY FOR THE TOWNES OF NORTH LAKE SUBDIVISION**

WHEREAS, the City of Northport is growing rapidly and is in need of a temporary sewer capacity solution for new development; and

WHEREAS, the City will conduct an interim sewer study for The Townes of North Lake Subdivision to serve as a basis for a temporary solution until the City's overall sewer improvement plan is completed; and

WHEREAS, Courtstone, LLC will reimburse the City in the amount of \$16,107.00 for the cost of the study.

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

1. The City Administrator is hereby authorized to execute a reimbursement agreement with Courtstone, LLC for an Interim Sewer Study for the Townes of North Lake Subdivision.

RESOLVED AND DONE THIS 18th DAY OF NOVEMBER, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: November 18, 2024

Motion By:

Second By:

EXHIBIT “A”

State of Alabama)
Tuscaloosa County)

REIMBURSEMENT AGREEMENT

This Agreement is made between the City of Northport, Alabama (the “City”) and Courtstone, LLC (the “Developer”) on the ____ day of November, 2024.

1. Study Authorization and Reimbursement

The City will authorize The Cassady Company, Inc. to conduct an interim sewer study for The Townes of North Lake Subdivision. The Developer agrees to reimburse the City for the study cost of \$16,107.00, with payment in full to be made within 30 days of receiving the invoice from the City, as the conclusion of the interim sewer study.

2. Developer Input

The Developer shall have the right to provide input and feedback on the design and implementation of the interim sewer solution by Cassady Company. The City agrees to consult with the Developer throughout the study and design phases to ensure that the proposed solutions align with the Developer’s project goals and requirements. Any material design changes must be agreed upon by both parties before implementation.

3. Permit Protection

The City agrees not to issue any Land Development Permits (LDP) or other permits that would impact the sewer capacity allocated for the 42 lots reserved for Courtstone’s development, as per the current study. These lots are exclusively for The Townes of North Lake Subdivision.

4. Temporary Sewer Solution

The interim sewer study will serve as the basis for a temporary sewer solution until the City’s broader sewer improvement plan is completed. The City will collaborate with the Developer to ensure timely implementation of this temporary solution.

5. Assignment

The Developer may, at its sole discretion, assign its rights and obligations under this Agreement to any affiliated entities, subsidiaries, successors in interest, or other parties, including in the event of a sale, merger, or transfer of the development. The City’s approval shall not be required for such an assignment, and the assignee shall receive the same rights and obligations under this Agreement as the Developer.

6. Successors and Assigns

This Agreement shall be binding upon the heirs, successors, and assigns of the respective parties, ensuring that the terms and protections of this Agreement remain in force regardless of any changes in ownership or control of the development.

7. Notice to the parties may be given in writing as follows:

If to the Developer:

Courtstone, LLC
1470 Northbank Parkway
Suite 168
Tuscaloosa, AL 35406

If to the City:

Tera Tubbs, City Engineer
City of Northport
P.O. Box 569
Northport, Alabama 35476

With a copy, which shall not itself constitute notice, to:

Ron Davis, City Attorney
P.O. Box 569
Northport, Alabama 35476

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the dates indicated below.

COURTSTONE, LLC

By: _____

Chris Dobbs, Manager

Date: 10/24/24

WITNESS

CITY OF NORTHPORT, ALABAMA

ATTEST

By: _____

Glenda Webb, City Administrator

Date: _____



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: November 18, 2024

SUBJECT: Resolution Authorizing the City Administrator to Enter into a Master Services Agreement and Task Order Directive No. 1 with The Cassady Company, Inc. for the Townes of North Lake Pump Station

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Tera Tubbs

Summary:

The proposed development of the Townes of North Lake Subdivision Phase I, and any future developments in the immediate area, will need sanitary sewer improvements to support the development. A proposal has been received from The Cassady Company, Inc. for task order directive no. 1 which includes a study and evaluation phase of the proposed development area. The Engineering department is recommending approval of a master services agreement and task order directive no.1 in an amount not-to-exceed \$16,107.00. The fees associated with task order directive no. 1 shall be reimbursable to the City.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

GL Code No. N/A (reimbursable) Amount: \$16,107.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to enter into a master services agreement and task order directive no. 1 with The Cassady Company in a not-to-exceed amount of \$16,107.00 for the Townes of North Lake Pump Station.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A
MASTER SERVICES AGREEMENT AND TASK ORDER DIRECTIVE NO. 1 WITH
THE CASSADY COMPANY, INC. FOR THE TOWNES OF NORTH LAKE PUMP
STATION**

WHEREAS, the proposed development of the Townes of North Lake Subdivision, Phase I, and any future developments in the immediate area, will need sanitary sewer improvements to support the development; and,

WHEREAS, a proposal has been received from The Cassady Company, Inc. for Task Order Directive No. 1: Study Phase – Evaluation and Alternative Analysis which will provide an assessment of the City’s existing sanitary sewer system in the identified area, potential force main connection locations, and other related sanitary sewer improvement recommendations; and,

WHEREAS, the Engineering department is recommending the approval of a master services agreement and task order directive no. 1 with The Cassady Company, Inc. in an amount not-to-exceed \$16,107.00; and,

WHEREAS, the fees associated with task order directive no. 1 shall be reimbursable to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized to execute a master services agreement and task order directive no. 1 for the Townes of North Lake Pump Station with The Cassady Company, Inc. in an amount not-to-exceed \$16,107.00.

RESOLVED AND DONE THIS 18th DAY OF NOVEMBER 2024.

CITY COUNCIL OF THE CITY OF NORTHPORT

ATTEST:

BY:

Christy Bobo, Its President

Glenda D. Webb
City Administrator

Reading: November 18, 2024
Motion:
Second:

City of Northport, Alabama
Townes of North Lake Pump Station
Northport File No. 00.00.00 / Cassady Project 24-114

Project Overview

The ultimate goal of this project is to provide design plans and specifications for a sewer pump station, force main, and any other downstream sanitary sewer improvements as may be required for provision of sewer service to the proposed Townes of North Lake Subdivision, Phase 1.

Task Order Directive No. 1: Study Phase - Evaluation and Alternative Analysis

May 30, 2024

The Cassady Company, Inc. Personnel:

- Principal Engineer – John Calvin Cassady, P.E.
- Project Manager – Angela L. Henline, P.E.
- Project Manager – Collins Espy, P.E.

Subconsultants:

- Dale Thompson , P.L.S. - Surveyor (If needed)

Task Order Directive No. 1 (TOD No. 1)

A Study Phase is proposed as TOD No. 1 for assessment of the City's existing sanitary sewer to identify possible Townes of North Lake Pump Station (TNLPS) force main connection locations for analysis of each alternate connection location in terms of cost and capacity, for investigation of options (permanent or temporary) that might allow sewer service to extend to other phases, and to provide recommendations. TOD No. 1 deliverable will be an Engineering Report summarizing the findings of this study including recommendations and estimated costs. Recommendations will be presented to the City for questions, comments, and clarifications. Upon approval by the City of selected improvements, Design and/or Construction Services will follow in subsequent task order directives. ***TOD No. 1 Scope of Work items*** include, but are not limited to, the following:

- Potential TNLPS force main connection to the existing Forest Trail Pump Station force main (Phase 1 Only)
 - check existing Forest Trail Pump Station to see if additional flow in force main will lower pump capacity too much
 - if existing pumps cannot overcome increased TDH, could the pumps be upgraded without replacing the force main
 - check capacity of existing downstream 8" gravity sewer
- Identify other possible existing gravity sewer locations with corresponding TNLPS force main alignment (Phase 1 Only)
- Sewer System Improvements (Phase I Only)
 - Based on the connection options identified, make a recommendation
 - For the recommended selection, provide general pump station and force main sizing
- Investigate potential options for provision of sewer service beyond Phase 1
 - For each option provide additional lots to be served and discuss advantages/disadvantages
 - Recommendations on each, including any stipulations

- An Engineering Report (ER) summarizing data reviewed and utilized, hydraulic performance projections, growth projections, condition assessment, alternatives analysis, and recommended improvement will be prepared. A draft ER will be submitted to the City for review and discussion of any additional considerations at a scheduled meeting. Any items discussed will be incorporated into the ER final draft.

<u>Compensation</u>	2024 Rate	Hours	Cost		
Project Manager	\$ 175.00	40.0	\$ 7,000.00		
Professional Engineer II	\$ 120.00	20.0	\$ 2,400.00		
Staff Engineer I	\$ 105.00	4.0	\$ 420.00		
Staff Engineer II	\$ 100.00	30.0	\$ 3,000.00		
Eng Tech I (Drafter)	\$ 75.00	12.0	\$ 900.00		
Field Survey Crew	\$ 180.00	8.0	\$ 1,440.00		
Clerical/Notary	\$ 95.00	4.0	\$ 380.00		
Mileage	\$ 0.670	100.0	\$ 67.00		
			Subtotal	\$	15,607.00
Miscellaneous Direct Expenses				\$	500.00
			TOTAL MAXIMUM TOD NO. 1 CONTRACT FEE	\$	16,107.00

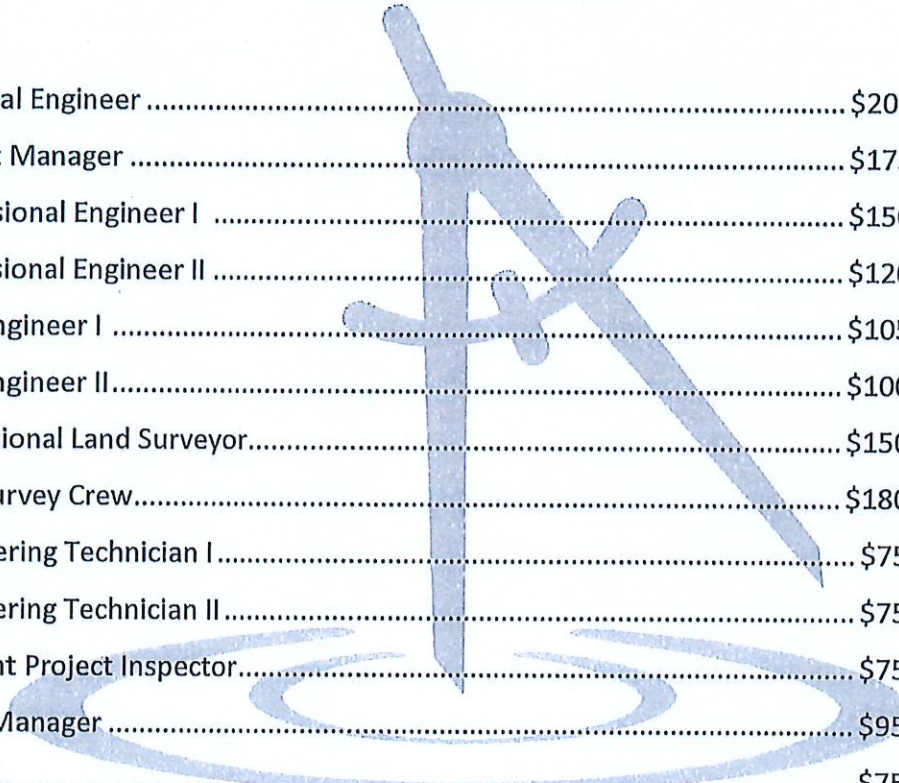
Schedule to Complete Work from Notice to Proceed:

- Preliminary Engineering Report (Draft) = 6 Weeks
- City Review of Engineering Report and Comments = 2 Weeks
- Engineering Report (Final) = 2 Weeks

THE CASSADY COMPANY, INC.

4700 Highway 69 North
Northport, Alabama 35473
Phone: (205) 330-0098
Fax: (205) 330-0099

Rate Schedule



Principal Engineer	\$200.00/hour
Project Manager	\$175.00/hour
Professional Engineer I	\$150.00/hour
Professional Engineer II	\$120.00/hour
Staff Engineer I	\$105.00/hour
Staff Engineer II	\$100.00/hour
Professional Land Surveyor	\$150.00/hour
Field Survey Crew	\$180.00/hour
Engineering Technician I	\$75.00/hour
Engineering Technician II	\$75.00/hour
Resident Project Inspector	\$75.00/hour
Office Manager	\$95.00/hour
Clerical	\$75.00/hour
Mileage	\$0.67/mile

Fifteen percent (15%) overhead will be added to all sub-consultant fees and miscellaneous expenses.

These rates apply through December 31, 2024.



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: November 18, 2024

**SUBJECT: Resolution Authorizing the City Administrator to Approve Right-of-Way
Acquisitions for Main Avenue Revitalization Project - STPSU-CRPTL-6321(252)**

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

This resolution authorizes the City Administrator to approve right-of-way acquisitions for the Main Avenue Revitalization Project in conformity with values approved by the Alabama Department of Transportation, not to exceed \$125,153.35. This resolution is a companion to Resolution 24-157. Offer letters have been sent to all property owners and the City is in the process of executing agreements with individual property owners.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. Northport First 2024 Allocation Amount: \$125,153.35

Motion for Consideration:

I move to approve the resolution authorizing the City Administrator to approve right-of-way acquisitions for the Main Avenue Revitalization Project.

RESOLUTION NO. 24 -

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE RIGHT-OF-WAY ACQUISITIONS FOR MAIN AVENUE REVITALIZATION PROJECT - STPSU-CRPTL-6321(252)

WHEREAS, on October 7, 2024, by Resolution 24-157 the City Council authorized the City Administrator to execute offers for the Main Avenue Revitalization Project - STPSU-CRPTL-6321(252); and

WHEREAS, the property has been appraised by a qualified independent real estate appraiser and values established and approved by the Alabama Department of Transportation; and

WHEREAS, the City of Northport has made offers to all property owners in accordance with approved amounts; and

WHEREAS, the City Council believes that it is necessary, useful and expedient to acquire property acquisitions regarding the right-of-way for said project.

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

1. The City Administrator is hereby authorized to execute agreements with property owners and approve expenditures acquiring right-of-way in conformity with the Alabama Department of Transportation (ALDOT) approved values for right-of-way acquisition for the Main Avenue Revitalization Project not to exceed \$125,153.35 total for all necessary right-of-way.

RESOLVED AND DONE THIS 18th DAY OF NOVEMBER, 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Woodrow Washington III, Its President Pro Tem

ATTESTED:

Glenda D. Webb, City Administrator

Reading: November 18, 2024

Motion By:

Second By:



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: November 18, 2024

SUBJECT: Minutes, November 4, 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 November 4, 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 November 4, 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, November 4, 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

There were no presentations.

APPROVAL OF AGENDA

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to approve the agenda for November 4, 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

Tom Morrison, 15050 Murray Lane, Northport, AL 35475. Park Lands of Northport and the use of. Mr. Morrison would like to know why the Hassan Center, Kentuck Park, Civitan Park, Community Center and other parks in Northport have not been dedicated as public parks for security. He would also like to know where the proposed hotel that Mayor Hinton referenced at the last council meeting would be located at.

Tuffy Holland – 3314 Mayberry Landing Drive, Northport, AL 35473. University Beach’s 99A Districts. Mr. Hollan shared what he recalls the city giving to the University Beach Developer. He also shared statements regarding what cooperative districts and improvement districts are, what they are allowed to do, and things that could go wrong.

UNFINISHED BUSINESS

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Ordinance 2246 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 has been accepting comments through its website on these proposed district maps. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to adopt **Resolution 24-166 Approving an Application Filed with the Council Seeking Authority to Incorporate a Public Corporation as a Capital Improvement Cooperative District.** 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. **Public comments were allowed:** Alvin Hope, University Beach’s attorney representative from Maynard Nexsen Firm. Mr. Hope spoke to the reasons this developer has requested districts and the process taken to appointment members. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, No; Councilman Aiken, No; President Bobo, Yes. **Motion Carried.**

NEW BUSINESS

First Reading, Offered by Pro Tem Washington, **Ordinance Repealing Ordinances 2225 and 2226 Ordering Demolition of 1207 15th Street Court.** The first reading of this repeal was tabled at the September 23, 2024 Council Meeting until this November 4 meeting. Ms. Debra Mayfield, the majority

owner of 1207 15th Street Court, respectfully requests repeal of the demolition ordinance for said property. The City Council adopted the demolition ordinance in June 2024 with a 60-day extension, which expired in September. During the 60-day extension, Ms. Mayfield completed some work on the house, retained legal counsel, and began legal proceedings in probate to acquire full control of the heir property, which was previously owned equally between seven heirs. Ms. Mayfield is now the majority owner of the property. Ms. Mayfield retained a contractor and scheduled full repairs, with an estimated completion timeline of October 28, 2024. Several documents are attached including: Exhibit A : Executed deed vesting majority ownership in Ms. Mayfield; Exhibit B: October Email Update from Ms. Mayfield and September email with contractor estimates and timeline; Exhibit C: Email with Ms. Mayfield's attorney, Mr. Jason Avery, explaining ownership and efforts to acquire; Exhibit D: Ordinance 2225 Ordering Demolition of Unsafe Structures; Exhibit E: Ordinance 2226 Ordering Demolition of Unsafe Structures. **Jack Peace**, attorney representative for Ms. Mayfield was present and said work should be completed in 4-6 weeks.

First Reading, Offered by Councilman Aiken, Ordinance Storage and Removal of Inoperable Vehicles on Private Property. This ordinance prohibits the storage of inoperable vehicles on private property within public view in all residential and commercial districts of the city. This ordinance applies when hand-delivery or ticketing is not possible, such as when an inoperable vehicle's owner lives out of town. The ordinance includes exemptions for vehicle repair, storage, and sales businesses. The ordinance provides specific notice and public hearing requirements.

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 24-167 Approving a New City Domain.** The City of Northport currently uses cityofnorthport.org as its Internet domain. For added security purposes, the IT department requests the addition of northportal.gov as an Internet domain. This request was approved by the Administrative Committee. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Aiken, **Second** by Pro Tem Washington to adopt **Resolution 24-168 Declaring Emergency and Authorizing Emergency Public Works Contracts for Sewer Repairs at Highway 69N & Highway 82.** This resolution declares an emergency and authorizing emergency public works contracts for sewer repairs at Highway 69N & Highway 82. A contractor working on the ALDOT project on Highway 82 blocked and damaged the city sewer line. **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 24-169 Authorizing Water Service Outside the City Limits for Property Located at 14496 Sullivan Road.** Ms. Bobbie Sullivan has property located at 14496 Sullivan Road, that cannot presently be annexed into the city because the property is not contiguous. The address is outside of the city limits and outside of the planning jurisdiction. She is requesting city water service. The Municipal Code allows this with the majority consent of the city council. The staff recommends this access be allowed. Per city code, all costs of this connection would be paid by the applicant and not by the City. In addition, we are adding the requirement that if, in the future, the property can be annexed, the property will be annexed into the city. If the property is not annexed, the City retains the right to terminate water services at that point. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilman Wiggins to adopt **Resolution 24-170 Accepting Balancing Change Order #1 for Visual Service Line Inspection Project.** On June 3, 2024, the City Council passed Resolution 24-95, which formally awarded a master services agreement for Visual Service Line Inspections to Price Civil Services, Inc., in the amount of \$400,000.00. This Balancing Change Order #1, decreases the amount by \$60,534.00 to finalize costs for project closeout. The final project is \$339,466.00. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 24-171 Authorizing the City Administrator to Execute an Agreement with The Cassady Company for Relocation of Utility Facilities on Public Right-of-Way.** This resolution authorizes the

Administrator to execute an agreement between the City of Northport, The Cassady Company, Inc., and the Alabama Department of Transportation (ALDOT) for the relocation of utilities and improvements at SR-6 (US Hwy 82, McFarland Blvd), and SR-13 (US Hwy 43N) (ALDOT Project TRC-ST-063-006-020-CN). The project will be 100% funded by ALDOT. Once the agreement has been signed, the Cassady Company, Inc., will proceed with Phase I, on behalf of the City, pending ALDOT approval. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to adopt **Resolution 24-172 Appointing One Director to the Board of Directors of University Beach Cooperative District of the City of Northport.** This resolution appoints Mr. Shaferris Porter as an initial director of the Board of Directors of the University Beach Cooperative District. Mr. Porter is a duly qualified elector of the City of Northport and meets all legal requirements for appointment to said position. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, No; Councilman Aiken, No; President Bobo, Yes. **Motion Carried.**

CONSENT AGENDA

Motion by Pro Tem Washington, **Second** by Councilman Aiken to approve the Consent Agenda as printed for the November 4, 2024, Council Meeting:

1. Minutes, November 4, 2024, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, Apex Civil Construction, \$207,146.88. Emergency sewer repairs at Highway 69N and Highway 82. A contractor for ALDOT blocked and damaged the sewer line.
4. Purchase Requisition, Ranger Environmental, \$9,504.50. Sewer pumping at a damaged sewer line. A contractor for ALDOT blocked and damaged the sewer line causing overflow.
5. Purchase Requisition, Water Services Group, LLC, \$7,980.00. 6” hydra stop insert valve on DI/PVC pipe that will be used to repair a fire hydrant.
6. Purchase Requisition, Morrow Water Technologies, Inc. \$17,797.00. Replacement return sludge pump for WWTP.
7. Purchase Requisition, West Alabama Regional Commission Fiscal Year 2025 Member Dues, \$12,450.00.
8. Purchase Requisition, outsourced legal services regarding employee matters, Phelps, Jenkins, Gibson & Fowler, L.L.P. \$11,518.00.
9. Purchase Requisition, Picket Fence Installation along Heritage Museum & Community Center Properties, TC Fencing, \$29,750.00.

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 were **no** Public Hearing items on the agenda for the **Legal Department.**
- C. There were **no** Public Hearing items on the agenda for the **Planning & Inspection Department.**
- D. There were **no** Public Hearing items on the agenda for the **Police Department.**

CITY ADMINISTRATOR’S BUSINESS

Ms. Webb informed citizens of the Veteran’s Day Program on Friday, November 8, 2024. Coffee and donuts at 9:30 am, Program at 10:00 am.

DEPARTMENTAL BUSINESS

There was no departmental business.

MAYOR AND COUNCIL MEMBER’S BUSINESS

Mayor Hinton – Complimented Police Department on their successful Fall Festival and invited citizens to attend the Veteran’s Day Program Friday, November 8, 2024.

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

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 – Thanked Police Department for traffic control on Halloween night.

Councilman Aiken, District 5 – Encouraged citizens to vote on November 5, 2024.

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

There being no further business to come before the Council, the meeting was **adjourned** at **6:14 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: November 18, 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 10/31/2024 - 11/13/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
TTL Inc.	2142623	10/31/2024	ALDOT Reimbursement	3,330.51
Lakshmi Distributors	INV0023309	11/07/2024	Tobacco Tax Overpayment Re...	53.11
Essence Shelton	INV0023279	10/31/2024	NPCC Security Deposit Refund...	100.00
Megan Moore	INV0023280	10/31/2024	NPCC Security Deposit Refund...	100.00
Cantines S Bates	INV0023304	10/31/2024	NPCC Security Deposit Refund...	100.00
MICKEY'S BACKHOE SERVICE I...	INV0023310	11/07/2024	ROW REFUND PERMIT # ROW...	725.00
Zykeria Mayhew	INV0023332	11/07/2024	NPCC Security Deposit Refund...	100.00
Annette Stallworth	INV0023333	11/07/2024	NPCC Security Deposit Refund...	100.00
				4,608.62

Department: 13 - Mayor & City Council

Verizon	9977028670	11/07/2024	Acct 423469999-00001	334.79
Echols Middle School	INV0023337	11/07/2024	Softball	500.00
Tuscaloosa County High School	INV0023342	11/07/2024	Softball	250.00
Tuscaloosa County High School	INV0023343	11/07/2024	Softball	500.00
Department 13 - Mayor & City Council Total:				1,584.79

Department: 15 - Administrative

West Alabama Regional Comm..	INV0023341	11/07/2024	Invoice-WARC Member dues	12,450.00
Grainger Inc.	9268678241	10/31/2024	Heritage Museum Water Heat...	245.04
Northwest Supply Co. Inc.	981475	10/31/2024	Maintenance - CH new sink ae...	19.89
Spire	INV0023269	10/31/2024	3401 MAIN AVE C 0420679877	250.92
Spire	INV0023266	10/31/2024	512 MAIN AVE 4973862222	8.30
Express Employment Professi...	31481571	10/31/2024	Invoice-Express Employment P...	1,004.85
Verizon	9977028670	11/07/2024	Acct 423469999-00001	239.56
Placer Labs Inc	12.4000582	10/31/2024	COUNCIL APPROVED (10/21/2...	23,000.00
Amazon Capital Services	1JKW-HTRD-3M4F	10/31/2024	Holiday Open House Supplies	863.03
Amazon Capital Services	1KTY-39YD-9FR4	10/31/2024	Holiday Open house- Panels fo...	314.85
Staples Business Advantage	6015106819	10/31/2024	Staples Advantage- Toner for ...	461.41
Building Specialties Co. Inc.	71237880	10/31/2024	Maintenance - handicap door ...	2,300.00
Stericycle Inc.	8008761468	11/07/2024	ACCT 1000280675	136.48
Amazon Capital Services	1M9L-1JVG-Q4YH	10/31/2024	Community Events - Finance d...	549.91
Amazon Capital Services	1YXH-G3GD-XP66	10/31/2024	mal desk chair	259.99
ServPro of Tuscaloosa	5117844	11/07/2024	Duct Cleaning/General Cleani...	7,917.00
Building Specialties Co. Inc.	71237939	10/31/2024	UCP - door locksets (replacem...	550.00
Comcast Cable	INV0023307	10/31/2024	2001 Park St 8396 90 014 032...	525.80
Amazon Capital Services	1K4P-L39X-71JX	11/07/2024	proclamation folders, cutter, ...	138.66
Express Employment Professi...	31505466	11/07/2024	Invoice- Express Employment ...	991.80
Lowe's Home Centers Inc.	72295	11/07/2024	Maintenance - Spackle for City...	12.33
One Source Office Products LLC	OE-QT-6917-1	11/07/2024	Dog Waste Stations for Down...	73.67
Building Specialties Co. Inc.	71238223	11/07/2024	Keyless Entry	655.00
Regions Bank	INV0023311	11/07/2024	2016 GF SERIES - NOVEMBER ...	78,866.67
Regions Bank	INV0023313	11/07/2024	2021 B WARRANTS - NOVEMB...	48,400.29
Express Employment Professi...	31539856	11/07/2024	Invoice- Express Employment ...	1,044.00
Department 15 - Administrative Total:				181,279.45

Department: 16 - Legal

U.S. Postal Service	INV0023305	10/31/2024	Postage by Phone	4.60
Verizon	9977028670	11/07/2024	Acct 423469999-00001	227.75
Mary Virginia Buck	INV0023259	10/31/2024	Retainer Services - November ...	350.00
Local Government Services LLC	INV0023264	10/31/2024	Additional Assistance With Fr...	2,500.00
Phelps Jenkins Gibson & Fowl...	INV0023340	11/07/2024	CONSENT 11/4 Outsourced Le...	11,518.00
Gilmore Rowley Crissey & Wil...	16913	11/07/2024	Title Summary Report 3905 H...	250.00
Ron Davis	INV0023308	11/07/2024	Ron Reimbursement-Travel 2...	59.01
Ron Davis	INV0023308	11/07/2024	Ron Reimbursement-Lodging ...	119.56

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Ron Davis	INV0023308	11/07/2024	Ron Reimbursement- Meals 2...	75.00
Department 16 - Legal Total:				15,103.92
Department: 17 - Municipal Court				
U.S. Postal Service	INV0023305	10/31/2024	Postage by Phone	103.68
Staples Business Advantage	6015106808	10/31/2024	Supplies	143.45
Staples Business Advantage	6015106815	10/31/2024	Supplies	176.26
Kristen Turner	INV0023254	10/31/2024	Special Judge 10/25/24	875.00
Paul W. Patterson II P.C.	INV0023256	10/31/2024	Judicial Services Municipal Jud...	5,934.35
Krebs Law LLC	INV0023257	10/31/2024	Judicial Services City Prosecut...	3,934.35
Paul W. Patterson II P.C.	INV0023302	10/31/2024	Lodging	667.41
Paul W. Patterson II P.C.	INV0023303	10/31/2024	Reimbursement - Fall Law Con...	555.00
District Attorney Restitution R...	INV0023320	11/04/2024	October 2024	613.22
The Parsons Firm PC	INV0023329	11/07/2024	October 2024	602.00
Michael Eidson Attorney at L...	INV0023330	11/07/2024	October 2024	837.18
State Judicial Administration F...	INV0023321	11/07/2024	October 2024	4,013.45
The Citizenship Trust Fund	INV0023322	11/07/2024	October 2024	475.50
Presiding Circuit Judges' Judici...	INV0023323	11/07/2024	October 2024	1,004.93
Circuit Clerk's Judicial Adminis...	INV0023324	11/07/2024	October 2024	1,011.60
Alabama Peace Officer's Annui...	INV0023325	11/07/2024	October 2024	2,078.00
Alabama Crime Victims Comp...	INV0023326	11/07/2024	October 2024	999.00
Solicitor's Fund	INV0023327	11/07/2024	October 2024	8,151.21
Alabama Comptroller's Office	INV0023328	11/07/2024	October 2024	29,853.48
One Source Office Products LLC	IN-QT-6842	11/07/2024	Letterhead	88.98
Catalis Court & Land Records L...	INV308333037	11/07/2024	MONTHLY SOFTWARE	5,822.96
Department 17 - Municipal Court Total:				67,941.01
Department: 22 - Information Technology				
Comcast Cable	INV0023272	10/31/2024	3721 26TH AVE OFC 8396 90 ...	338.60
Comcast Cable	INV0023273	10/31/2024	5410 HWY 69N 8396 90 014 0...	243.85
Comcast Cable	INV0023278	10/31/2024	5410 Hwy 69N 8396 90 014 0...	413.36
Verizon	9977028670	11/07/2024	Acct 423469999-00001	190.84
Xerox Corporation	IN3055859	11/07/2024	PER COPY CHARGE 9/29-10/2...	698.33
Ricoh USA Inc	1101916923	11/07/2024	Agenda 10/7/24 9c12 Server I...	8,120.00
Peerless Network	62637	11/07/2024	ACCT CITYOFNO8441	2,627.96
Peerless Network	62756	11/07/2024	ACCT CITYOFNO4051	428.97
New Horizons Communication...	C117379	11/07/2024	CORP-779914	132.63
Department 22 - Information Technology Total:				13,194.54
Department: 25 - Finance				
U.S. Postal Service	INV0023305	10/31/2024	Postage by Phone	222.62
U.S. Postal Service	INV0023305	10/31/2024	Postage by Phone	139.18
Verizon	9977028670	11/07/2024	Acct 423469999-00001	233.78
Rivertree Systems Inc.	Nport248	10/31/2024	Northport Audit AB Property ...	1,725.00
Amazon Capital Services	1CGQ-MHMT-9JLP	10/31/2024	CREDIT PO 25-0107	-199.99
Staples Business Advantage	6015106810	10/31/2024	FIN - File Boxes	58.74
Northport Gazette The	INV0023338	11/07/2024	advertise ord 2245 adopt capi...	50.75
Department 25 - Finance Total:				2,230.08
Department: 26 - Human Resources				
U.S. Postal Service	INV0023305	10/31/2024	Postage by Phone	128.88
DCH Regional Medical Center	00022352-00	11/07/2024	Drug Screen List Generation O...	50.00
Verizon	9977028670	11/07/2024	Acct 423469999-00001	129.49
Phelps Jenkins Gibson & Fowl...	234	11/07/2024	Retainer Fee September 2024	1,600.00
Business Supply & Printing	6050	11/07/2024	Window and Plain Northport ...	243.80
Department 26 - Human Resources Total:				2,152.17
Department: 28 - Planning & Inspections				
U.S. Postal Service	INV0023305	10/31/2024	Postage by Phone	1,161.64
Verizon	9977028670	11/07/2024	Acct 423469999-00001	487.72
Amazon Capital Services	13JM-MRTX-D4JG	10/31/2024	Amazon Supplies for P& I Dept	11.97
Northport Gazette The	INV0023339	11/07/2024	November 2024 PZC Public No...	129.50
Department 28 - Planning & Inspections Total:				1,790.83

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Department: 32 - Engineering				
U.S. Postal Service	INV0023305	10/31/2024	Postage by Phone	4.03
Thompson Engineering Inc	240902727	10/31/2024	MLK - Amendment to Utility R...	11,091.97
Central Alabama Asphalt & Co...	2023 Resurfacing Final Invoice	11/07/2024	2023 Resurfacing Contract	35,002.73
John Wayne Plumbing & Drain...	50909	11/07/2024	Emergency Sewer Repairs	3,414.00
John Wayne Plumbing & Drain...	50998	11/07/2024	Emergency Sewer Repairs	6,721.00
Verizon	9977028670	11/07/2024	Acct 423469999-00001	596.56
Amazon Capital Services	1VCV-MPGV-1Q1P	10/31/2024	Amazon Engineering Filing Su...	97.84
Amazon Capital Services	1XL7-L7F6-D9FC	11/07/2024	Inspector Uniform	33.20
Department 32 - Engineering Total:				56,961.33
Department: 33 - Police				
U.S. Postal Service	INV0023305	10/31/2024	Postage by Phone	25.23
Motorola Solutions Inc.	8230484032	10/31/2024	AGENDA 10.21.24 - PD Radio ...	18,416.75
Triple Point Industries	65799qq	10/31/2024	PD Compound - water treatm...	102.60
Amazon Capital Services	14HH-3MGF-FTCY	11/07/2024	light poles for string lights	155.94
Municipal & Commercial Unif...	417185	10/31/2024	AGENDA 11.28.23 - PD Unifor...	266.85
Municipal & Commercial Unif...	417186	10/31/2024	AGENDA 11.28.23 - PD Unifor...	13.90
Amazon Capital Services	1Q9G-7QYL-KGC3	11/07/2024	Car Battery Jump Starter	399.90
Amazon Capital Services	1NXX-3NNL-3FDJ	11/07/2024	Green and Orange Balloons	20.48
Spire	INV0023267	10/31/2024	3000 CHARLIE SHIRLEY RD 21...	38.34
Northport Auto Supply Co. Inc.	100895599	11/07/2024	Preventive Maintenance - as ...	121.80
Verizon	9977028670	11/07/2024	Acct 423469999-00001	200.05
Northport Auto Supply Co. Inc.	100895936	10/31/2024	PD #9590- Window REG Asse...	65.97
Staples Business Advantage	6015106809	11/07/2024	letter opener	6.15
Staples Business Advantage	6015106816	11/07/2024	DVDR for CID	92.38
Staples Business Advantage	6015106817	11/07/2024	CD Cases	54.34
Staples Business Advantage	6015106818	11/07/2024	Pens	58.56
Staples Business Advantage	6015106820	11/07/2024	Office Supplies - staplers and s...	69.95
City of Tuscaloosa	8150	11/07/2024	Lease of server space for spill...	3,750.00
State of Alabama	INV0023260	10/31/2024	Tower Lease - November 2024	500.00
Northport Auto Supply Co. Inc.	100895929	11/07/2024	PD #456- Oil Pressure Switch	43.24
Municipal & Commercial Unif...	417507	11/07/2024	Henry - Uniforms	484.20
Tuscaloosa County Commission	0509	11/07/2024	Inmate Medical Expenses 0509	41.74
Northport Auto Supply Co. Inc.	100897236	11/07/2024	Shop for PD - oil filters as nee...	36.60
Spire	INV0023336	11/07/2024	3721 26th Ave 1177523333	23.69
Employee Assistance Services	10312024-26-TESTING	11/07/2024	New Hire Psych Exams	260.00
Dell Inc	10779760713	11/07/2024	Dell DVD/CD Driver for Powell'...	50.39
Pro-Vision LLC	SMX-23159	11/07/2024	Invoice SMX-23159	3,250.00
Northport Auto Supply Co. Inc.	100891941	11/07/2024	PD #0499 - front & rear brakes	1,061.43
Amazon Capital Services	14XC-M7FT-GMT1	11/07/2024	Car Chargers for laptops	95.06
Amazon Capital Services	1FGQ-4YYK-H3HX	11/07/2024	Batteries for rifle lights	51.29
Department 33 - Police Total:				29,756.83
Department: 35 - Fire				
Award Company of America L...	59611	10/31/2024	Promo Items	1,731.32
Northwest Supply Co. Inc.	981097	10/31/2024	Maintenance - FD Station 2 ga...	8.80
Northwest Supply Co. Inc.	981474	10/31/2024	Maintenance - FD STation 2 ur...	77.37
Alabama Fire College	9157	10/31/2024	Fire Inspector II - Jordan Jones	300.00
John Wayne Plumbing & Drain...	51009	11/07/2024	Maintenance - Fire Station 2 B...	566.50
Spire	INV0023271	10/31/2024	12301 MITT LARY RD 7863555...	129.21
Walmart	INV0023262	10/31/2024	Aspirin	20.16
Walmart	INV0023263	10/31/2024	Candy bowl for NPD Fall Festi...	5.97
Amazon Capital Services	19N9-P4VX-3PMC	10/31/2024	Items needed for magic reind...	68.76
Amazon Capital Services	1WW4-6YFV-11Q4	10/31/2024	Hazmat Suits and Gloves	137.24
One Source Office Products LLC	OE-QT-6903-1	10/31/2024	Station 1	382.59
One Source Office Products LLC	OE-QT-6903-1	10/31/2024	Station 2	444.92
One Source Office Products LLC	OE-QT-6903-1	10/31/2024	Station 3	276.68
One Source Office Products LLC	OE-QT-6903-1	10/31/2024	Station 4	11.91
Amazon Capital Services	116J-Y76T-YGJW	10/31/2024	Maintenance - FD Station 1 W...	30.97
Northport Auto Supply Co. Inc.	100895407	11/07/2024	FD #0193 - Multi-function Swi...	39.63
One Source Office Products LLC	OE-QT-6903-2	10/31/2024	Station 4	65.58

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Walmart	CM0000152	10/31/2024	CREDIT	-19.11
Spire	INV0023334	11/07/2024	5410 HWy 69N 8439444444	141.22
Spire	INV0023335	11/07/2024	1101 MLK Blvd 5305862222	170.19
Thompson Tractor Co. Inc	TTC1-1119484	10/31/2024	Generator Repair - St. 4	1,227.85
Burnum-Hahn Exterminators I...	104481A	11/07/2024	Annual Termite Inspection - Fi...	298.00
Alabama Association of Fire Ch..	914	11/07/2024	AAFC Annual Membership	325.00

Department 35 - Fire Total: 6,440.76

Department: 37 - Public Works

Allseating Corporation	496910	09/26/2024	PW Furnishings - Office Chairs	15,371.72
Altec Inc	12634832	10/31/2024	PW #6567 - outrigger interlock..	437.15
Julio Baltazar	INV0023331	11/07/2024	Claim No 24-47	275.00
Lowe's Home Centers Inc.	986929	10/31/2024	Special Events - as needed su...	479.12
Spire	INV0023270	10/31/2024	7645 HWY 69N 0429460782	18.94
Atlas Welding Supply Co. Inc.	628439	10/31/2024	Shop Supplies - Argon Gas for...	14.65
Amason & Associates Inc	PW Renovation Inv 10	11/07/2024	Public Works Building Addition..	49,654.77
ST Bunn Construction Co. Inc.	15075	11/07/2024	Construction - blanket for asp...	81.50
ST Bunn Construction Co. Inc.	15097	11/07/2024	Construction - blanket for asp...	249.39
Lowe's Home Centers Inc.	78081b	10/31/2024	PW Building Repairs - Auxiliary...	297.36
Lowe's Home Centers Inc.	78082	10/31/2024	PW Building Repairs - Auxiliary...	1,017.47
Lowe's Home Centers Inc.	79713	10/31/2024	PW Building Repairs - Auxiliary...	645.98
Office Depot	388053397001	10/31/2024	PW office furniture - desk chai...	1,489.94
Fred Robertson Wrecker Servi...	B51155-1	10/31/2024	Shop - as needed towing for ...	275.00
Lowe's Home Centers Inc.	96127	10/31/2024	Construction - emergency sup...	6.63
One Source Office Products LLC	OE-QT-6894-1	10/31/2024	Janitorial Supplies - as needed ..	91.77
Northport Auto Supply Co. Inc.	100894943	10/31/2024	Janitorial Supplies - degreaser ...	41.78
Northport Auto Supply Co. Inc.	100895127	10/31/2024	Hydraulic parts - as needed for ..	149.50
Coker Water Authority	INV0023277	10/31/2024	Acct 101617	111.22
Benton Sod Farm	INV0023306	10/31/2024	Construction - as needed sod ...	90.00
Ervin's Workwear & Boots	INV-6056	10/31/2024	PW uniform pants - new empl...	215.94
Ervin's Workwear & Boots	INV-6057	10/31/2024	PW uniform pants - new empl...	143.96
Ellison's Tree Service	1134	10/31/2024	Contract Tree Removal - 1902...	2,800.00
Cintas	4209016683	11/07/2024	PAyer # 14385499	26.19
McFarland Ace Hardware	5006/2	11/07/2024	PW Maintenance - key duplica...	23.87
Spire	INV0023265	10/31/2024	1781 HARPER RD 7173423333	239.52
NAPA Auto Parts	042723	10/31/2024	PW Shop supplies - Nitrile Glo...	189.15
Northport Auto Supply Co. Inc.	100893760	10/31/2024	Shop tools - injector puller for...	143.46
Lowe's Home Centers Inc.	83580	10/31/2024	Special Events - as needed su...	418.31
Verizon	9977028670	11/07/2024	Acct 423469999-00001	1,120.65
Northport Auto Supply Co. Inc.	100893824	11/07/2024	PW #4269 - Fuel Return Line	185.18
Northport Auto Supply Co. Inc.	100896068	10/31/2024	Shop Supplies - Oil Dry (Stock)	216.30
Ervin's Workwear & Boots	220000105483	10/31/2024	Credit PO 25-0057	-143.96
Lowe's Home Centers Inc.	85761	10/31/2024	Beautification supplies - Pere...	142.71
Lowe's Home Centers Inc.	85876b	10/31/2024	PO 25-0316	-18.98
Lowe's Home Centers Inc.	85900	10/31/2024	PO 25-0316 credit rec'd	18.98
Ready Mix USA LLC	9450901957	10/31/2024	Construction - as needed conc...	1,381.35
Lowe's Home Centers Inc.	986828	11/07/2024	Beautification Tools - Wheelba...	170.05
Lowe's Home Centers Inc.	986836	11/07/2024	Beautification Tools - Wheelba...	170.05
Amazon Capital Services	191H-PCNJ-DDVH	10/31/2024	Special Events - CNC Sprocket ...	26.18
Amazon Capital Services	1MYF-PHW3-CMLD	10/31/2024	Office Supplies - Cable Ties, W...	166.41
Lowe's Home Centers Inc.	89527	10/31/2024	Special Events - as needed su...	128.45
Lowe's Home Centers Inc.	90013	10/31/2024	Special Events - as needed su...	161.46
Amazon Capital Services	1GY3-HMN9-TNRX	10/31/2024	Janitorial supplies - 3 Gal Trash..	29.97
Amazon Capital Services	1WW4-6YFV-Y9P1	10/31/2024	Janitorial Supplies - Hand Drye...	78.75
McFarland Ace Hardware	5017/2	10/31/2024	PW Construction - propane for...	18.24
McFarland Ace Hardware	5018/2	11/07/2024	PW Maintenance - key duplica...	3.41
Atlas Welding Supply Co. Inc.	631291	10/31/2024	Shop Supplies - Argon Gas for...	65.50
Lowe's Home Centers Inc.	97290	10/31/2024	Special Events - as needed su...	249.77
Lowe's Home Centers Inc.	98426	10/31/2024	Special Events - as needed su...	185.15
Ervin's Workwear & Boots	INV-6100	11/07/2024	PW uniform boots - new empl...	169.99
Ervin's Workwear & Boots	INV-6102	11/07/2024	PW uniform jackets - superint...	80.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
One Source Office Products LLC	OE-QT-6916-1	11/07/2024	Janitorial Supplies - as needed ..	62.50
Northport Auto Supply Co. Inc.	100896179	11/07/2024	PW #4269 - Crankshaft Seal a...	165.95
Northport Auto Supply Co. Inc.	100897252	10/31/2024	Hydraulic parts - as needed for..	300.62
TRUCKWORX HOLDING CO INC	1130181626	11/07/2024	PW #2855-S Cam Bracket	248.60
Cintas	4209719987	11/07/2024	Payer # 14385499	26.19
NAPA Auto Parts	043014	11/07/2024	PW #5418 - transmission fluid...	119.38
Northport Auto Supply Co. Inc.	100897628	11/07/2024	PW #4269 - coolant hose retai...	15.00
Lowe's Home Centers Inc.	72342	10/31/2024	Special Events - as needed su...	170.86
Totally Promotional	SIN1656482	10/31/2024	PW Supplies - portfolio organi...	842.32
Northport Auto Supply Co. Inc.	100897870	11/07/2024	Preventive Maint - as needed ...	44.66
Lowe's Home Centers Inc.	74922	11/07/2024	Public Services Supplies - degr...	18.99
Lowe's Home Centers Inc.	74922	11/07/2024	Public Services Supplies - degr...	18.99
Lowe's Home Centers Inc.	76018	11/07/2024	Beautification Tools - hard cas...	141.55
Ready Mix USA LLC	9450940070	11/07/2024	Construction - as needed conc...	281.35
Amason & Associates Inc	PW Renovation Inv 11	11/07/2024	Public Works Building Addition..	17,902.50
G & C Supply Co. Inc.	6968463	11/07/2024	Traffic signs - stop, speed limit,..	1,932.14
Amazon Capital Services	1W6R-TCLV-19PQ	11/07/2024	Screenprinting Supplies- Ink, ...	119.49
Northport Auto Supply Co. Inc.	100898664	11/07/2024	Routine Maint parts - as need...	23.36
Lowe's Home Centers Inc.	87452	11/07/2024	Special Events - as needed su...	488.48
Lowe's Home Centers Inc.	88653	11/07/2024	Special Events - as needed su...	31.50
Amazon Capital Services	1JRL-HTPP-CD9M	11/07/2024	PW Personal Safety Supplies - ...	8.99
Amazon Capital Services	1JRL-HTPP-CD9M	11/07/2024	PW Personal Safety Supplies - ...	8.99
Amazon Capital Services	1JRL-HTPP-CD9M	11/07/2024	PW Personal Safety Supplies - ...	17.98
Amazon Capital Services	1JRL-HTPP-CD9M	11/07/2024	PW Personal Safety Supplies - ...	30.57
Amazon Capital Services	1JRL-HTPP-CD9M	11/07/2024	PW Personal Safety Supplies - ...	8.99
Amazon Capital Services	1JRL-HTPP-CD9M	11/07/2024	PW Personal Safety Supplies - ...	35.96
Amazon Capital Services	1JRL-HTPP-CD9M	11/07/2024	PW Personal Safety Supplies - ...	7.18
Amazon Capital Services	1JRL-HTPP-CD9M	11/07/2024	PW Personal Safety Supplies - ...	28.77
Amazon Capital Services	1JRL-HTPP-CD9M	11/07/2024	PW Personal Safety Supplies - ...	3.60
Amazon Capital Services	1JRL-HTPP-CD9M	11/07/2024	PW Personal Safety Supplies - ...	28.77
Ervin's Workwear & Boots	INV-6196	11/07/2024	PW uniform pants - new empl...	143.96
Amazon Capital Services	1DHM-TDMQ-GML1	11/07/2024	PW Personal Safety Supplies - ...	38.78
Amazon Capital Services	1DHM-TDMQ-GML1	11/07/2024	PW Personal Safety Supplies - ...	38.78
Amazon Capital Services	1DHM-TDMQ-GML1	11/07/2024	PW Personal Safety Supplies - ...	38.78
One Source Office Products LLC	OE-QT-6922-1	11/07/2024	Janitorial Supplies - as needed ..	71.99
One Source Office Products LLC	OE-QT-6935-1	11/07/2024	Janitorial Supplies - as needed ..	279.79
One Source Office Products LLC	OE-QT-6936-1	11/07/2024	Janitorial Supplies - as needed ..	422.03
One Source Office Products LLC	OE-QT-6937-1	11/07/2024	Janitorial Supplies - as needed ..	289.44
One Source Office Products LLC	OE-QT-6938-1	11/07/2024	Janitorial Supplies - as needed ..	83.19
Department 37 - Public Works Total:				104,145.87

Department: 39 - Utilities

U.S. Postal Service	INV0023305	10/31/2024	Postage by Phone	17.86
U.S. Postal Service	INV0023305	10/31/2024	Postage by Phone	93.12
Pace Analytical LLC	2435624470	10/31/2024	AGENDA (10/7/24) Blanket - L...	1,187.00
Pearce Trucking Inc.	24621	11/07/2024	825B Crusher Rock	2,625.14
Tuscaloosa Tire & Service Cen...	N289834	10/31/2024	Water Truck #2355 Tires	318.50
Pearce Trucking Inc.	24639	11/07/2024	825B Crusher Rock	2,644.86
Airgas USA LLC	9154786937	11/07/2024	Gas Tanks for Cutting Torch at...	423.90
Airgas USA LLC	9154786937B	11/07/2024	Difference for PO #25-0238	98.63
City of Tuscaloosa Water & S...	10927460	11/07/2024	RAW WATER	29,714.31
Comcast Cable	INV0023255	10/31/2024	3521 3rd St S 8396 90 014 02...	256.88
Carus LLC	SLS 10117081	10/31/2024	Council Approved - Phosphate...	13,056.80
Spectrum Business	138295201102124	10/31/2024	11405 LARY LAKE RD 1382952...	179.98
Power and Rubber Supply	3466579	10/31/2024	Blanket - Misc. Supplies for ...	9.80
Parkson Corporation	AR1/51041594	10/31/2024	AGENDA (10/7/24) Diffusers &...	2,646.00
Parkson Corporation	AR1/51041594	10/31/2024	AGENDA (10/7/24) Diffusers &...	17,700.00
Comcast Cable	INV0023275	10/31/2024	3950 3RD ST S 8396 90 014 01...	308.56
Sansom Equipment Co. Inc.	P06625	10/31/2024	Jet Truck #5396 Internal Sensor	1,392.21
Spire	INV0023268	10/31/2024	1000 HARPERCREEK DR 36982...	17.22
Empire Pipe and Supply Comp...	2171768	10/31/2024	1" Meters	1,875.00

Expense Approval Report

Payment Dates: 10/31/2024 - 11/13/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Verizon	9977028670	11/07/2024	Acct 423469999-00001	1,224.97
Price Civil Services Inc.	Visual Line Inspections Inv 3	10/31/2024	Council Approved - Visual Serv...	135,584.00
Water Girl Consulting LLC	10065879840	10/31/2024	Grade IV Water Training	125.00
Northport Auto Supply Co. Inc.	100895785	10/31/2024	Truck #5416 Alternator & Belt	458.60
Empire Pipe and Supply Comp...	2172093	10/31/2024	2" Bolt & Gasket Kit	343.60
Pace Analytical LLC	2435637080	10/31/2024	AGENDA (10/7/24) Blanket - L...	1,470.70
Cintas	4209296648	10/31/2024	Payer # 14385521	184.74
Xerox Corporation	IN3055859	11/07/2024	PER COPY CHARGE 9/29-10/2...	11.79
Xerox Corporation	IN3055859	11/07/2024	PER COPY CHARGE 9/29-10/2...	116.08
Xerox Corporation	IN3055859	11/07/2024	PER COPY CHARGE 9/29-10/2...	3.50
Northport Auto Supply Co. Inc.	100893884	11/07/2024	Water Truck #7892 Crankshaft...	122.08
Staples Business Advantage	6015106812	10/31/2024	Copy Paper	127.47
Staples Business Advantage	6015106812	10/31/2024	HP 37A Black Toner	174.62
Staples Business Advantage	6015106812	10/31/2024	Sharpie Markers	9.44
Staples Business Advantage	6015106812	10/31/2024	Rolodex	20.60
Staples Business Advantage	6015106812	10/31/2024	Brother TN 450 Black Toner	56.70
Staples Business Advantage	6015106812	10/31/2024	Highlighters	7.30
Staples Business Advantage	6015106813	10/31/2024	Rubber Bands	2.77
Staples Business Advantage	6015106814	10/31/2024	AA Batteries	43.65
Staples Business Advantage	6015106814	10/31/2024	9V Batteries	26.40
Staples Business Advantage	6015106814	10/31/2024	Blue G2 Pens	11.72
Staples Business Advantage	6015106814	10/31/2024	D Batteries	26.76
Amazon Capital Services	1M9L-1JVG-X14W	10/31/2024	CREDIT PO 25-0361	-173.37
General Machinery Company ...	3133430	11/07/2024	Replacement Pump for Sand S...	4,902.00
Davis Materials Inc	8901	10/31/2024	57 Stone	2,649.92
Consolidated Pipe & Supply C...	AL0942299	10/31/2024	3/4" Coupling	410.60
Consolidated Pipe & Supply C...	AL0942299	10/31/2024	3/4" CTS x 3/4" MIP	337.20
Thompson Tractor Co. Inc	TTC1-1118651	10/31/2024	WW Backhoe Cylinder Rebuild	692.12
NAPA Auto Parts	042958	11/07/2024	Truck #5417 Brakes	173.76
Empire Pipe and Supply Comp...	2172709	11/07/2024	2" Brass Flange Pack	515.40
Cintas	4209720111	10/31/2024	Payer # 14385564	171.56
Cintas	4209720299	10/31/2024	Payer # 14385434	380.73
Brenntag MidSouth Inc.	BMS792647	10/31/2024	Council Approved - Sodium H...	8,548.47
Ferguson Enterprises LLC	1557800-1	11/07/2024	Rags	61.80
Ferguson Enterprises LLC	1557800-1	11/07/2024	Rags	41.20
Ferguson Enterprises LLC	1559468	11/07/2024	Cold Patch	83.94
Empire Pipe and Supply Comp...	2172598	11/07/2024	3/4" Backflow Preventors	1,889.30
Cassady Company Inc The	Proj 20-135 Inv 38	11/07/2024	TOD #1 - Hwy 82 Pump Station	2,629.35
Northport Auto Supply Co. Inc.	100898124	11/07/2024	Seals for 2" Trash Pumps	375.24
Ferguson Enterprises LLC	1560529	11/07/2024	8" Ductile Iron Mega Lug	203.32
Ferguson Enterprises LLC	1560533	11/07/2024	Zinc Plated All Thread & Nuts	91.60
Pace Analytical LLC	2420448862	11/07/2024	AGENDA (10/7/24) Blanket - L...	799.70
High Cotton	3281	11/07/2024	Monthly Billing	10,532.74
Cintas	4210027634	11/07/2024	Payer # 14385521	183.71
Grainger Inc.	9300227916	11/07/2024	Welding Cylinder Hand Truck 2..	257.01
Spectrum Business	229584701110124	11/07/2024	ACCT 229584701	80.82
Verizon	610000063728	11/07/2024	UT - GPS	490.72
Rumsey Environmental	7479283W081	11/07/2024	Dumpster Rental for WWTP	187.90
Regions Bank	INV0023312	11/07/2024	2016 WS SERIES - NOVEMBER ...	24,187.50
Regions Bank	INV0023314	11/07/2024	2021 A WARRANTS - NOVEMB...	146,320.67
Regions Bank	INV0023315	11/07/2024	2021 A WARRANTS - NOVEMB...	16,446.00
Hilda Garrett Boozer	INV0023318	11/07/2024	Claim 24-70 additional	368.37
Ander's Hardware Co. Inc.	N1256383	11/07/2024	Blanket - Misc. Supplies & Too...	2.07
WISSCO	24262	11/07/2024	Chart Paper for Effluent Flow...	661.29
Ander's Hardware Co. Inc.	N1256674	11/07/2024	Blanket - Misc. Supplies & Too...	14.95
Harbor Freight Tools	01490907	11/07/2024	Acetylene Regulator for New ...	74.99
Motion Industries Inc.	AL06-00680053	11/07/2024	Raw Sample Line Pump & Mo...	434.62
Denali Water Solutions LLC	INV942388	11/07/2024	Council Approved - Sludge Re...	14,736.57
Department 39 - Utilities Total:				454,482.03

Expense Approval Report

Payment Dates: 10/31/2024 - 11/13/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Department: 40 - Williamson Cemetery				
HudCo Landscape and Irrigati...	00078	11/07/2024	COUNCIL APPROVED (3/20/23)..	1,111.11
Department 40 - Williamson Cemetery Total:				1,111.11
Department: 41 - Outside Agency Funding				
Tuscaloosa County Emergency...	CN ANNUL 24	11/07/2024	SIREN ANNUAL SHARE	342.45
Tuscaloosa Metro Animal Shel...	INV0023258	10/31/2024	Animal Control Contract - Nov...	18,721.79
Tuscaloosa County Park & Rec...	INV0023261	10/31/2024	Quarterly Funding Payment - ...	62,540.00
Tuscaloosa Tourism & Sports ...	INV0023317	11/07/2024	Quarterly Funding Payment - ...	26,250.00
Department 41 - Outside Agency Funding Total:				107,854.24
Department: 43 - Incentives				
North Square Properties LLC	INV0023274	10/31/2024	ECONOMIC INCENTIVE AGRE...	6,575.46
Alabama Donuts LLC	INV0023319	11/07/2024	Economic Incentive Agreeemen...	1,505.53
Department 43 - Incentives Total:				8,080.99
Department: 45 - 2019 Additional Sales Tax				
Lowe's Home Centers Inc.	979186	10/31/2024	credit PO 24-4280	-1,480.96
Civil Worx Construction LLC	Tiger Park Inv 2	11/07/2024	Tiger Park Construction	223,565.19
TTL Inc.	2142623	10/31/2024	5th Street Improvements	13,322.06
Schoel Engineering Company I...	532910	10/31/2024	Tater Hill Creek Letter of Map...	4,165.00
Port 1 Landscape Supply LLC	000136	10/31/2024	Civitan Park - river rock for la...	1,425.00
Counter Tops Inc	14894	10/31/2024	Civitan Park - counter tops & i...	2,351.50
Building Specialties Co. Inc.	71237854	10/31/2024	Civitan Park - new doors, fram...	3,940.00
SNAP Sports Tourism Consulti...	302	10/31/2024	Sports Complex Representati...	3,200.00
Building Specialties Co. Inc.	71238214	11/07/2024	Lock Cylinders	344.40
Regions Bank	INV0023316	11/07/2024	2023 GF SERIES - NOVEMBER ...	231,450.63
Department 45 - 2019 Additional Sales Tax Total:				482,282.82
Department: 46 - Parks & Recreation				
Lowe's Home Centers Inc.	99508	11/07/2024	Hasson Field Scoreboard Light...	22.74
Premier Service Company Inc.	44367453	11/07/2024	After Hrs. Sewer Repair	525.00
Northport Sports Complex De...	INV0023276	10/31/2024	Northport Sports Developmen...	35,000.00
Lowe's Home Centers Inc.	72290	11/07/2024	Return - Hasson Field Scorebo...	12.33
One Source Office Products LLC	OE-QT-6939-1	11/07/2024	Janitorial Supplies - as needed ..	199.71
Department 46 - Parks & Recreation Total:				35,759.78
Grand Total:				1,576,761.17

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	1,082,467.06
19 - GASOLINE EXCISE TAX FUND	35,002.73
22 - MUNICIPAL COURT JUDICIAL ADMIN FUND	4,809.35
50 - WATER & SEWER FUND	438,036.03
51 - WATER & SEWER DEVELOPMENT FEES FUND	16,446.00
Grand Total:	1,576,761.17

Account Summary

Account Number	Account Name	Payment Amount
01-10152	Accounts Receivable-AL...	3,330.51
01-13-101-50245	Development Funds - Dis...	1,250.00
01-13-110-50312	Cell Phones	334.79
01-15-000-50000	Salaries & Wages	3,040.65
01-15-000-50100	Dues	12,450.00
01-15-000-50105	Office Supplies	600.07
01-15-000-50107	Office Furniture	259.99
01-15-000-50175	Sundry Expense	136.48
01-15-000-50210	Professional Services	23,000.00
01-15-000-50250	Community Events	1,727.79
01-15-000-50312	Cell Phones	239.56
01-15-000-50371	Maintenance - Facilities	12.33
01-15-000-50383	Repair - Facilities	2,393.56
01-15-000-50570	Northport Community C...	525.80
01-15-000-50590	Utilities - Other	259.22
01-15-600-70008	Series 2016 Warrants	78,866.67
01-15-600-70010	Series 2021 B Warrants	48,400.29
01-15-600-80003	Public Buildings	1,205.00
01-15-600-80010	Heritage Museum	8,162.04
01-16-000-50102	Postage	4.60
01-16-000-50247	Outsourced Legal Servic...	14,618.00
01-16-000-50312	Cell Phones	227.75
01-16-000-50420	Travel	59.01
01-16-000-50421	Lodging	119.56
01-16-000-50422	Meals	75.00
01-17-000-50102	Postage	103.68
01-17-000-50105	Office Supplies	408.69
01-17-000-50127	Software - License & Ma...	5,822.96
01-17-000-50373	Judicial Services - Court ...	5,934.35
01-17-000-50400	Training	555.00
01-17-000-50421	Lodging	667.41
01-17-000-50499	State & County Court Co...	49,639.57
01-20010	Bond Liabilities	725.00
01-21007	Security Deposits	500.00
01-22-000-50106	Office Equipment	698.33
01-22-000-50111	Software - License & Ma...	8,120.00
01-22-000-50312	Cell Phones	190.84
01-22-000-50348	Utilities - Internet	4,185.37
01-25-000-50102	Postage	361.80
01-25-000-50105	Office Supplies	58.74
01-25-000-50107	Office Furniture	-199.99
01-25-000-50112	Advertising	50.75
01-25-000-50312	Cell Phones	233.78
01-25-000-50433	Taxpayer Business Audit...	1,725.00
01-26-000-50102	Postage	128.88
01-26-000-50105	Office Supplies	243.80
01-26-000-50267	Personnel Legal Expenses	1,600.00
01-26-000-50312	Cell Phones	129.49

Account Summary

Account Number	Account Name	Payment Amount
01-26-000-50340	Drug Testing - Random	50.00
01-28-000-50102	Postage - Admin	1,161.64
01-28-000-50105	Office Supplies	11.97
01-28-000-50312	Cell Phones	487.72
01-28-116-50112	Advertising - Planning C...	129.50
01-32-000-50102	Postage	4.03
01-32-000-50105	Office Supplies	97.84
01-32-000-50175	Sundry Expense	10,135.00
01-32-000-50283	Uniforms	33.20
01-32-000-50312	Cell Phones	596.56
01-32-600-81007	MLK Improvements	11,091.97
01-33-000-50010	Hiring & Recruitment Ex...	260.00
01-33-000-50102	Postage	25.23
01-33-000-50105	Office Supplies	281.38
01-33-000-50108	Equipment - Computers...	50.39
01-33-000-50111	Software - License & Ma...	7,000.00
01-33-000-50241	Detainee Medical Expen...	41.74
01-33-000-50269	Firearms	51.29
01-33-000-50283	Uniforms	764.95
01-33-000-50312	Cell Phones	200.05
01-33-000-50355	Communication System -...	500.00
01-33-000-50363	Maintenance Contracts -...	102.60
01-33-000-50367	Maintenance & Repair - ...	1,329.04
01-33-000-50377	Supplies & Equipment - ...	95.06
01-33-000-50379	Traffic Control Supplies	399.90
01-33-000-50398	Community Services	176.42
01-33-000-50406	Communication System -...	18,416.75
01-33-000-50522	Utilities - Natural Gas	62.03
01-35-210-50100	Dues	325.00
01-35-210-50231	Fire Prevention & Educat...	1,806.05
01-35-210-50402	Training - Departmental	300.00
01-35-210-50413	Maintenance & Repair - ...	39.63
01-35-210-50424	Hazardous Materials Gear	137.24
01-35-210-50520	Utilities - Natural Gas	440.62
01-35-210-50560	Pest Control	298.00
01-35-211-50380	Repairs - Station 1	30.97
01-35-211-50434	Janitorial Supplies - Stati...	382.59
01-35-212-50380	Repairs - Station 2	652.67
01-35-212-50434	Janitorial Supplies - Stati...	444.92
01-35-213-50434	Janitorial Supplies - Stati...	276.68
01-35-214-50360	Maintenance - Station 4	1,227.85
01-35-214-50434	Janitorial Supplies - Stati...	77.49
01-35-221-50242	Medical Supplies - Engin...	1.05
01-37-310-50104	Printing & Duplication	119.49
01-37-310-50105	Office Supplies	166.41
01-37-310-50107	Office Furniture	1,489.94
01-37-310-50238	Personal Safety Supplies ...	8.99
01-37-310-50261	Uniform Shirts, Pants, &...	439.90
01-37-310-50265	Boots	169.99
01-37-310-50277	Janitorial Supplies	387.96
01-37-310-50303	Cleaning/Janitorial Suppl...	351.78
01-37-310-50305	Contract Services	327.38
01-37-310-50307	Tree Trimming Services	2,800.00
01-37-310-50312	Cell Phones	1,120.65
01-37-310-50337	Cleaning/Janitorial Suppl...	289.44
01-37-310-50353	Claims	275.00
01-37-310-50356	Cleaning/Janitorial Suppl...	422.03
01-37-310-50400	Training	842.32

Account Summary

Account Number	Account Name	Payment Amount
01-37-310-50451	Solid Waste Authority C...	111.22
01-37-310-50520	Utilities - Natural Gas	258.46
01-37-311-50221	Hand Tools - Beautificati...	481.65
01-37-311-50234	Supplies - Beautification	142.71
01-37-311-50238	Personal Safety Supplies ...	8.99
01-37-311-50387	Supplies - Community Ev...	2,339.28
01-37-312-50234	Supplies - Construction	2,108.46
01-37-312-50238	Personal Safety Supplies ...	17.98
01-37-313-50234	Supplies - Garbage	18.99
01-37-313-50238	Personal Safety Supplies ...	69.35
01-37-314-50238	Personal Safety Supplies ...	8.99
01-37-315-50238	Personal Safety Supplies ...	35.96
01-37-316-50221	Hand Tools - Shop	143.46
01-37-316-50234	Supplies - Shop	296.45
01-37-316-50238	Personal Safety Supplies ...	196.33
01-37-317-50234	Supplies - Trash	18.99
01-37-317-50238	Personal Safety Supplies ...	67.55
01-37-318-50360	Maintenance - Public W...	27.28
01-37-318-50380	Repairs - Public Works B...	1,960.81
01-37-322-50380	Repairs - Heavy Trucks	437.15
01-37-323-50380	Repairs - Trash Trucks	450.12
01-37-324-50360	Maintenance - Light Duty..	44.66
01-37-324-50380	Repairs - Light Duty Vehi...	485.51
01-37-326-50360	Maintenance - Mowers ...	23.36
01-37-328-50238	Personal Safety Supplies ...	3.60
01-37-328-50276	Street and Traffic Signs	1,932.14
01-37-331-50238	Personal Safety Supplies...	67.55
01-37-331-50380	Repair - Recycling Trucks	248.60
01-37-600-80006	Public Works Building R...	82,928.99
01-40-000-50360	Maintenance - Williams...	1,111.11
01-40001	City Sales Taxes	53.11
01-41-000-50803	Metro Animal Shelter	18,721.79
01-41-000-50810	Tuscaloosa County PARA	62,540.00
01-41-000-50812	EMA Annual Funding	342.45
01-41-000-50813	Tuscaloosa Tourism & S...	26,250.00
01-43-000-60902	North Square Property	6,575.46
01-43-000-60904	Alabama Donuts, LLC	1,505.53
01-45-000-54002	Sports Complex	3,200.00
01-45-000-54006	13th Avenue Park	223,565.19
01-45-000-54007	Series 2023 Warrants	231,450.63
01-45-000-54306	5th Street Improvements	13,322.06
01-45-000-54308	Tater Hill Creek Drainage	4,165.00
01-45-000-54406	Civitan Park	6,579.94
01-46-000-50210	Professional Services	35,000.00
01-46-000-50570	Northport Community C...	724.71
01-46-000-50571	Hasson Center	35.07
19-32-000-60062	Resurfacing Projects - City	35,002.73
22-17-000-50373	Judicial Services	4,809.35
50-39-510-50102	Postage	17.86
50-39-510-50105	Office Supplies	127.47
50-39-510-50106	Office Equipment	11.79
50-39-510-50108	Equipment - Computers...	-173.37
50-39-510-50261	Contract Shirts and Pants	920.74
50-39-510-50312	Cell Phones	1,224.97
50-39-510-50339	Claims & Damages	368.37
50-39-510-50376	Service Contracts	490.72
50-39-510-50385	Raw Water Purchases	29,714.31
50-39-510-50394	Repairs - Heavy Equipm...	2,084.33

Account Summary

Account Number	Account Name	Payment Amount
50-39-510-50396	Repairs - Vehicles	1,072.94
50-39-510-50403	Training - Technical	125.00
50-39-510-50473	Inventory Supplies	43.65
50-39-510-50520	Utilities - Natural Gas	17.22
50-39-510-50590	Utilities - Other	826.24
50-39-511-50102	Postage	93.12
50-39-511-50106	Office Equipment	116.08
50-39-511-50470	Billing Services	10,532.74
50-39-512-50106	Office Equipment	3.50
50-39-512-50300	Chemicals	13,056.80
50-39-512-50336	Repairs	4,902.00
50-39-512-50360	Maintenance	461.02
50-39-512-50454	Testing & Professional S...	2,657.70
50-39-513-50105	Office Supplies	283.15
50-39-513-50300	Chemicals	8,548.47
50-39-513-50309	Hand Tools and Equipm...	74.99
50-39-513-50323	Sludge Disposal	14,736.57
50-39-513-50336	Repairs	20,346.00
50-39-513-50360	Maintenance	1,467.65
50-39-513-50430	Equipment Rental	187.90
50-39-513-50454	Testing & Professional S...	799.70
50-39-514-50238	Safety Supplies	61.80
50-39-514-50336	Repairs	375.24
50-39-514-50431	Construction & Repair S...	6,551.64
50-39-514-50473	Inventory Supplies	5,270.00
50-39-514-50477	Water Meters	1,875.00
50-39-515-50238	Safety Supplies	41.20
50-39-600-70008	Series 2016 Warrants	24,187.50
50-39-600-70010	Series 2021 A Warrants	146,320.67
50-39-600-81408	Lead Service Line Invent...	135,584.00
50-39-600-81508	PS#2 Gravity Main/New...	2,629.35
51-39-600-70010	Series 2021 A Warrants	16,446.00
Grand Total:		1,576,761.17

Project Account Summary

Project Account Key	Payment Amount
None	1,572,821.17
2454406	3,940.00
Grand Total:	1,576,761.17



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: November 18, 2024

SUBJECT: Purchase Requisition, Paint Striper with Paint; PPG Paints; \$6,090.43

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department would like to purchase a Graco Linelazer 3400 model paint striper to complete striping jobs as needed by the City of Northport. Having this equipment on hand will enable us to provide certain services more efficiently and at a lower cost than if hiring a professional service. We are respectfully requesting your approval to purchase this stripe and paint from PPG Paints for \$6,090.43.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-600-80000 Amount: \$6,090.43

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6,090.43 to PPG Paints.

LINELAZER 3400

DEPENDABLE, ONE-GUN STRIPING

Graco's Standard LineLazer stripers deliver exceptional single-color, single-gun performance for professional contractors focusing exclusively on small to medium-sized re-stripe jobs.

RELIABLE, EASY-TO-START POWER

Honda® GX Engine

- Contractor preferred — excellent power and proven reliability
- Oil Alert shuts down engine to prevent damage if oil level drops too low

EASY-TO-REACH CONTROLS

- Fine-tune the striper without stopping
- Operator controls are located on the handlebars

IMPROVED LINE QUALITY

Electronic Pressure Control

- Accurate, tight tolerance system



The professional choice for small parking lots, mini malls, schools, seal coating contractors, and park/recreation departments.



POWERED by **HONDA**

PROVEN LINELAZER FEATURES

DURABLE ENDURANCE PUMP

- Last 2X longer than the next leading brand
 - Long life V-Max Blue™ Packings, Chromex™ rod, and hardened stainless steel cylinder
 - Faster cleaning with the QuikAccess™ intake valve
- PATENTED**

IMPROVED TRACKING AND LINE QUALITY

Proven Frame Design

- Durable, steel construction
- Accepts 15-gallon hopper and EZ Bead™ System

EASIER MANEUVERABILITY

Front Swivel Wheel

- Ability to stripe right up to the curb
- Makes easy work of hard-to-do curves
- Years of dependable operation with tapered locking pin design

EASY GUN ADJUSTMENTS

EasyMark™ Gun Adjustment System

- Perfect gun alignment every time with easy-to-use guide mark system
- PATENT PENDING**

EASIER STENCIL JOBS

Rear Mount Hose Wrap

- Easy on/off functionality

ALL-DAY COMFORT

Ergonomic Handlebar Design

- Less operator fatigue with greater comfort and control

THE LONGEST LASTING DRIVE

Advantage Drive

- Hardened steel gears provide extremely quiet operation and a lifetime warranty

EASY MAINTENANCE AND LESS CLOGGING

Easy Out Pump Filter

- Inside-out design means less mess and fewer tip clogs

PATENTED

MODEL	PART #
LineLazer 3400	25M224



ESTIMATE FOR 321675850000
CITY OF NORTHPORT
PUBLIC WORKS DEPT
1781 HARPER ROAD
NORTHPORT, AL 35476
205-339-7000

SHIP INFO

STORE #8215
210 15TH STREET,
TUSCALOOSA, AL 35401

EMAIL PAF8215@ppg.com

PHONE 205-758-3356

HOURS Sun: Closed
Mon- 7:00 AM - 5:00 PM
Fri: PM
Sat: 8:00 AM - 12:00 PM

PRICE ESTIMATE # 5589301

DATE 28 Oct 2024

TIME 2:42 PM

STORE REP

SALES REP Jarrod Scroggins

PRICE ESTIMATE - NOT FOR USE AS A RECEIPT

This price estimate should not be accepted in place of an invoice and is not valid for return of merchandise

Item # / SAP #	Description	Qty	Unit Price	Amount
GRA38913/EA 00637050	SP 25M224 LINELAZER 3400	1	\$5,759.68	\$5,759.68
ENNX0007/EA 00774543	985202 5G WB FSTDY 1952E YELLOW	1	\$106.99	\$106.99
ENNX0006/EA 00769182	985201 5G WB FSTDY 1952E WHITE	1	\$103.77	\$103.77
AEX00307/EA 00616386	ZP 72L-A002 BLUE WATERBORNE 20090 B500	1	\$119.99	\$119.99

Prices are valid for 30 days from the time this estimate is prepared.
Taxes may be subject to change.
For colors requiring Ultra Deep, Deep Rustic or Neutral bases, add \$2 per gallon.
Global PPG employment opportunities at www.ppgac.com/careers.

Item Subtotal	\$6,090.43
Discount/Fee Subtotal	\$6,090.43
Sales Tax	\$0.00
Total Estimate	\$6,090.43

Thank you for shopping at PPG!



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: November 18, 2024

SUBJECT: Purchase Requisition, One (1) Rear-Loading Garbage Truck from Truckworx - Birmingham; \$235,500.00

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 one (1) rear-loading garbage truck from Truckworx-Birmingham to be delivered in 30-45 days using the City's Sourcewell Contract for government purchases for \$235,500.00.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-600-80000 Amount: \$235,500.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$235,500.00 to Truckworx-Birmingham.



TRUCKWORX

Audrey Freeman
Truckworx – Birmingham
2220 Finley Blvd.
Birmingham, AL 35234
Cell: 334.224.2509
Email: audreyf@truckworx.com
www.TRUCKWORX.com

Attn: City of Northport

Truckworx is proposing the lowest cost of ownership by offering a guarantee buy back to reduce operational expenses. This program is utilized in the State of Alabama, Mississippi and Florida. It is with great pleasure we provide you this proposal.

Estimated delivery in 30-45 Days! Chassis is on the ground awaiting body install.

2025 T380 Single Axle 20YD Rear Loader Neway	
Engine Paccar	PX-9 300
Transmission Allison w/PTO	3500 RDS
Front Axle Meritor or Dana	10k
Rear Axle(s)	23k
Rear Suspension Reyco	31k
Cab to Axle	135
Tires	11R22.5
Wheels	Steel
Ratio	6.14
Air Compressor	30.4 CFM
Alternator	160 amp
Frame and or Frame insert	10-5/8x 5/16 inch
Color: White	
Purchase Price: \$235,500	
3 Yr Buy Back option: \$112,000	
Sourcewell Contract #: 110223-NWY	



Thank you again for your consideration. Please feel free to contact me if you have any questions. I look forward to providing you with "The World's Best!"

Audrey Freeman

Government Sales Account Manager





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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: November 18, 2024

SUBJECT: Purchase Requisition, One (1) 2024 Ford F-150; \$56,500.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Cody Kornegay

Approved By: Chief Bart Marshall

Summary:

This is a Purchase Order request for the purchase of one Ford F-150 Supercrew 4x4 Pickup Truck. This will be the new admin vehicle for the Fire Department and is a capital-budgeted item. Total purchase cost is \$56,500.00 from Stivers Ford.

Recommendation:

Approve this PO Request for one 2024 Ford F-150 Pickup Truck

Funding Source/GL Code:

GL Code No. 01-35-600-8000 Amount: \$56,500.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$56,500.00.

Government Department
334-613-5000

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

MODEL SERIES W1E

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	☒
W3L	Upgrade to XLT series F150	\$ 2,531	☒
302	302a Mid-Level XLT Equipment Package	\$ 2,770	☒
EXTERIOR COLOR OPTIONS:			
UM	Agate Black		☒
7B	Smoked Truffle 40/Console/40 Cloth Seating		
INTERIOR OPTIONS:			
FB	Sport Console 40/Console/40 bucket setas Black Cloth	\$ -	☒
DRIVE TRAIN OPTIONS:			
995	5.0 L V8 Engine	\$ 1,370	☒
XL6	3.73 ELEC LOCK	\$ -	☒
OPTIONS:			
50M	Mobile Office	\$ 555	☒
53T	Tow Haul Package - Requires 3.55 E-Lock on 3.5L EcoBoost	\$ 785	☒
96W	Spray In Bedliner	\$ 595	☒
LED	Front and Rear Safety Strobes	\$ 695	☒
KEY	4 Key Lockset cut and Programmed	\$ 600	☒
SL1	Stivers Base Lighting Package: (10) total elements installed	\$ 1,995	☒
	(4) Red/Blue LED Strobes (1) in Corner of each Headlamp and Tail Lamp Assembly,		
	(4) Red/Blue Micro Pulse 3-head Ultra LED Strobes (2) In front Grille and (2) by License Tag		
	Rear Quarter Window Panel: (1) Red/Blue 6-head LED Strobe on LH/RH sides,		
FS6	PF200 Series Handheld Controller, 100/200W, OBD2 capable	\$ 1,145	☒
ESC	(1) DynaMax ES, 100-Watt Siren mounted w/ no drill mount	\$ 350	☒
	ALL Lights Daul Color Red or Blue Only	\$ -	☒
TNT	Privacy Tint-Driver and Passenger 1st row side glass	\$ 299	☒

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

Delivery Address: _____

TOTAL VEHICLE (Required) \$ 56,500

Customer: Northport Fire

Contact: Chief Roger

PURCHASE ORDER NUMBER: (Required)

QUANTITY 1 unit available

W115 302A Black W3L ##### Y RFA2 Z14414 Z15399



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: November 18, 2024

**SUBJECT: Purchase Requisition, Athletic Field Sports Lighting; Musco Sports Lighting; LLC;
\$1,239,100.00**

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 solicited proposals for the purchase of athletic field sports lighting for River Run Park at Northport Shore. Musco Sports Lighting, LLC provided the most competitive price for the scope of equipment under the Sourcewell cooperative purchasing agreement. The Engineering department is requesting authorization for the City Administrator to purchase the athletic field sports lighting from Musco Sports Lighting, LLC in the amount of \$1,239,100.00.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

GL Code No. 01-32-600-82002 Amount: \$1,239,100.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to purchase athletic field sports lighting equipment from Musco Sports Lighting, LLC in the amount of \$1,239,100.00 for River Run Park at Northport Shore.

RESOLUTION NO. 24-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE ATHLETIC FIELD SPORTS LIGHTING FOR RIVER RUN PARK AT NORTHPORT SHORE

WHEREAS, the City of Northport solicited proposals for the purchase of athletic field sports lighting at River Run Park at Northport Shore; and,

WHEREAS, Musco Sports Lighting, LLC provided the most competitive price for the scope of equipment under the Sourcewell Cooperative Purchasing; and,

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to purchase athletic field sports lighting from Musco Sports Lighting, LLC in the amount of \$1,239,100.00 for River Run Park at Northport Shore.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is authorized to purchase athletic field sports lighting from Musco Sports Lighting, LLC in the amount of \$1,239,100.00 for River Run Park at Northport Shore.

RESOLVED AND DONE this 18th day of November 2024.

THE CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: November 18, 2024
Motion:
Second:

Chambless King Architects

November 11, 2024

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

Re:
City of Northport – River Run Park at Northport Shore
Package No.2.1 Athletic Field Lighting
Letter of Recommendation
Chambless King Architects Project No.23021

Proposals were received for this project on Wednesday, July 31st, 2024. Post proposal interviews were held and the selected qualified bidder was MUSCO Lighting. Subsequent coordination with Package No.4 Vertical Completion required larger poles and controls adjustments. The revised proposal is attached and changes reflected in an add alternate below.

The services to be provided will be obtained by the City of Northport as a part of the purchasing cooperative sponsored by the national association of counties, its successor organization, or any other national or regional governmental cooperative purchasing program (i.e., a cooperative like Omnia or Sourcewell).

The specific requirements for goods and services obtained through cooperatives are listed in the state procurement statute. In participating in this process and submitting a proposal, each bidder acknowledges they are part of, and in good standing with, a purchasing cooperative.

We recommend the acceptance of the base bid amount of \$1,299,900.00 and the acceptance of deductive alternate for \$85,000.00 and add alternate for \$24,200.00 for a final construction contract amount of **\$1,239,100.00**.

We recommend the City of Northport proceed with a conditional notice of award to MUSCO. and begin the contractual process upon acknowledgment of notice of award as soon as possible.

We are including with this letter of recommendation, the bidder's bid proposal form. Please call if you have any questions or concerns.

Chambless King Architects

Sincerely,



Michael C Shows, Project Architect
Chambless King Architects, LLC
334.590.0635
mshows@chamblessking.com

Attachment:

- 241111_ RRP - Package No.3 Athletic Field Lighting - Bid Proposal Form – MUSCO
- 241111_ RRP - Package No.3 Athletic Field Lighting - Revised Proposal – MUSCO

MUSCO LIGHTING PROPOSAL

River Run Park at Northport Shore

Package No. 3 – Athletic Field Lighting

Submitted by:

Musco Sports Lighting, LLC

Attn: Jimmy Jumper

100 1st Avenue West

Oskaloosa, Iowa 52577

Toll Free: 800-756-1205



We Make It Happen.®



July 30, 2024

City of Northport
Purchasing Department
Northport, Al

Dear Sirs:

On behalf of Musco Sports Lighting we want to thank you for the opportunity to present a proposal for your River Run Sports Complex Project.

Musco has nearly 50 years of experience in the sports lighting industry. During this time, we have gained valuable experience in addressing key items, like preventing field to field glare, when it comes to lighting facilities that have multiple side by side fields. Our innovations and superior light control technology offers practical, cost-effective, trouble-free solutions backed by a long-term parts and labor warranty for your community. As a result of our experience and proven technology many cities/communities who have constructed a new sports complex, like Northport is undertaking, selected Musco as their lighting manufacturer. We think that fact speaks volumes about Musco, our technology, and our long-term relationships with our customers.

As for our bid proposal, we have completed all the bid documents to the best of our ability. Unfortunately, we were not able to complete some items as we are unsure how this project will be awarded and the role of the lighting manufacturer. Hopefully we will have the opportunity to further clarify our bid proposal, our values, and the many other benefits that Musco can bring to your facility.

In closing, your project is very important to us. Upon your review of our proposal, our references and other supporting documents, we would certainly appreciate the opportunity to sit down in person and answer any questions you might have. We certainly believe, as we have done in many other cities, that if given this opportunity we will find a solution that works within your budget and still provides the values you want to make your facility successful.

Sincerely,

A handwritten signature in black ink, appearing to read "Jimmy Jumper", with a stylized flourish at the end.

Jimmy Jumper
Field Sales Representative
Musco Sports Lighting, LLC

Lighting . . . We Make It Happen.



Bid Proposal Forms

(Per City of Northport Public Works Contract Documents)

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

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

To: The City of Northport
Address: P.O. Box 569
Northport, AL 35467
Project Title: River Run Park at Northport Shore – Package No.3 Athletic Field Lighting & Installation
Project No.: CK#:23021

Trade: The trade portion of the work for which this Proposal is submitted is:
n/a (if applicable)

Trade Package No.: n/a

BIDDER: The name of the Bidder submitting this Proposal is Musco Sports Lighting, LLC doing business at 100 1st Avenue West, Oskaloosa, IA 52577
Street City State Zip

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

Licensed, Class Unlimited, Alabama General Contractor No.: 38480 (Attach Copy)

Alabama General Contractor Specialty E-S Lighting

Alabama General Contractor License Major Categories:

(1) Electrical (2) Sports Lighting

Cooperative Acknowledgement: Sourcewell Contract #041123-MSL
And is a part, in good standing of the Sourcewell Contract #041123-MSL purchasing cooperative sponsored by the National Association of Counties, its successor organization, or any other national or regional governmental cooperative purchasing program approved by the State of Alabama.

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

Name: Jimmy Jumper **Telephone:** 256-483-5433

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

LUMP SUM: The Bidder agrees to accept as full payment of the work proposed under this Project, as services are rendered, as herein specified and as shown on the Contract Documents, upon the undersigned's own estimate of quantities and costs, the following lump sum of: One Million Two Hundred Ninety Nine Thousand Nine Hundred Dollars and Zero cents (\$ 1,299,900.00). (Amount written in words has precedence)

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

For Alternate No. 1: Single Color Lighting in lieu of RGB (add)(deduct) \$ (Deduct) \$85,000.00

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

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

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

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

	Material	Quantity	Unit Price	TOTAL
1.	Equipment	1	n/a	\$1,299,900.00
2.	Installation	1	n/a	\$224,640.00
TOTAL BASE BID			\$	1,524,540.00

SALES AND USE TAX SAVINGS ACCOUNTING:

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

ESTIMATED SALES AND USE TAX
 BASE BID: \$ 129,900.00
 Additive Alternate (if applicable): \$ N/A

*Not GC - not responsible for use tax.

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

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

BIDDER'S DECLARATION AND UNDERSTANDING: The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair

and without fraud, that it is made without collusion with any official of the City, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

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

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

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

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

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

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

1.	See Alabama Project Reference List (attached)	
	Name of Client	Telephone Number
	Street	City
	Facility	Size
		Date
	Name of Engineer/Architect /Engineering Firm	Telephone Number
2.		
	Name of Client	Telephone Number
	Street	City

Facility	Size	Date
Name of Engineer/Architect /Engineering Firm		Telephone Number

3.

Name of Client	Telephone Number
Street	City
Facility	Date
Name of Engineer/Architect/Engineering Firm	
Telephone Number	

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

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

Description of Work NA

Name _____

Street _____, City _____ State _____ Zip _____

Description of Work _____

Name _____

Street _____, City _____ State _____ Zip _____

Description of Work _____

Name _____

Street _____, City _____ State _____ Zip _____

Description of Work _____

Name _____

Street _____ City _____ State _____ Zip _____

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

Travelers Casualty and Surety Company of America whose address is

One Tower Square 6GC, Hartford, CT 06183
Street City State Zip

Single Job Bond Limit \$15MM Aggregate Job Bond Limit \$150MM

If Sole Proprietor or Partnership:

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

Signature of Bidder

Title

If Corporation:

Limited Liability Company

IN WITNESS WHEREOF the undersigned ~~corporation~~ ^{entity} has caused this instrument to be executed and its seal affixed by its duly authorized officers, this 24th day of July, 2024.

Musco Sports Lighting, LLC

Name of Corporation Limited Liability Company

By Christopher K. Hyland

VP / CFO

Title

Attest James M. Hansen
Secretary - James M. Hansen

(seal)

The Bidder declares that he understands and agrees that the quantities shown in the Advertisement for Bids and in the Proposal are approximate only and are subject to either increase or decrease; and that should quantities be

River Run Park at Northport Shore
Northport, AL
Date: July 31, 2024

Quotation Price – Materials Only Delivered to Job Site

Sports Complex Softball & Baseball Fields	\$ 1,299,900.00
VE Deduct to remove Showlight Entertainment Package.....	(\$40,000.00)
VE Deduct to Common (5) Poles *Installation only*	(\$22,500.00)

Sales tax, bonding, labor, installation, and unloading of the equipment are not included.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels as specified
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Factory-aimed and assembled luminaires
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years

Show-Light® Special Effects with Control-Link® Control and Monitoring System

- Control and monitoring cabinet
- Communication cabinets
- Touchscreen(s) for onsite control of theatrical effects
- 6 pre-programmed theatrical lighting effects applied to facility lighting design
- 4 minutes of light show programming set to customer supplied and licensed music
- Remote on/off control
- Onsite dimming (high/med/low/blackout)
- Monitoring with 24/7 customer support

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2021 IBC, 105mph, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jimmy Jumper
Musco Sports Lighting, LLC
Phone: 256-483-5433/E-mail: jimmy.jumper@musco.com



Alabama GC License Number

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 38480
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

MUSCO SPORTS LIGHTING LLC

OSKALOOSA, IA 52577

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

E-S: LIGHTING

until April 30, 2025 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

25th day of April, 2024

Michael B. Tew

SECRETARY-TREASURER

Charles A. Carter, Jr.

CHAIRMAN

204804

Sourcewell Customer Packet



Sourcewell

Customer Information Package



Overview – Sourcewell

For 40 years, Sourcewell has helped government, education, and nonprofit agencies operate more efficiently. They help save time and money with contract purchasing solutions that are solicited nationally. Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3). Sourcewell is governed by local elected municipal officials and school board members. As a public agency, all Sourcewell employees are government employees. All education and government entities, as well as nonpublic schools and nonprofit organizations are eligible for a Sourcewell membership. There is no fee to become a Sourcewell member.

Contract #: 041123-MSL

Expiration Date: 06/16/2027

Sports Lighting Solutions with Related Technology, Equipment, and Services

This contract can be used for materials and/or installation on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Sourcewell membership is free and available to government, education and non-profit agencies.

A landing page has been established on their website, www.sourcewell-mn.gov, with information about Musco. Pricing information can be obtained from your sales representative. Musco's landing page also provides, RFP, Bid Acceptance & Award, as well as documentation of the competitive bidding process.

Sourcewell contact information:

Julieyn Holder

Phone: 218-541-5357

Email: julieyn.holder@sourcewell-mn.gov

If you have any questions about the Sourcewell program or any of our other active cooperative purchasing contracts, contact your local Sales Representative or Taylor Knoot at 800-825-6030.

Alabama Project Reference List & Alabama State Reference List

Alabama Municipal Baseball Softball Complex Facilities

Alabaster Sports Complex
Baseball & Softball Wagon Wheel
Alabaster, AL, USA

Albertville Sand Mountain Sports Complex
Baseball & Softball Fields
Albertville, AL, USA

Calera Sports Complex
Baseball & Softball Fields
Calera, AL, USA

Choccolocco Sports Complex
Baseball & Softball Fields
Oxford, AL, USA

Civitan Park Complex
Baseball Fields
Guntersville, AL, USA

Florence Sports Complex
Baseball & Softball Fields
Florence, AL, USA

Fort Payne Athletic Fields
Baseball & Softball Fields
Fort Payne, AL, USA

Gardendale Bill Noble Sports Complex
Baseball & Softball Fields
Gardendale, AL, USA

Jack Allen Sports Complex
Baseball & Softball Fields
Decatur, AL, USA
*currently under construction

Liberty Park Athletic Fields
Baseball 7 Softball Fields
Mountain Brook, AL, USA

Moody Sports Complex
Baseball Fields
Moody, AL, USA

Homewood West Park
Baseball & Softball Fields
Homewood, AL, USA

Hoover Met Sports Complex
Baseball & Softball Fields
Hoover, AL, USA

Oneonta Sports Complex
Baseball & Softball Fields
Oneonta, AL, USA

Orange Beach Sports Complex
Baseball Wagon Wheel
Orange Beach, AL, USA

Saraland Sports Complex
Baseball & Softball Fields
Saraland, AL, USA

Sokol Park Baseball Complex
Baseball & Softball Fields
Northport, AL, USA

Wetumpka Sports Complex
Baseball Wagon Wheel
Wetumpka, AL, USA

17 Springs Sports Complex
Baseball & Softball Fields
Millbrook, AL, USA

Westgate Multifield Complex
Baseball & Softball Fields
Dothan, AL, USA

These are baseball and softball facilities recently built in neighboring cities across Alabama that chose Musco as their approved Sports Lighting vendor.

Baseball / Softball

Auburn High School
Auburn, Alabama

Bo Cavin Baseball
Auburn, Alabama

Daphne Park Drive Complex
Daphne, Alabama

Deshler High School 
Tusculumbia, Alabama

Eclectic High School 
Eclectic, Alabama

Fort Payne High School
Fort Payne, Alabama

Holtville High School 
Deatsville, Alabama

Homewood Sports Complex
Homewood, Alabama

Jacksonville State University
Jacksonville, Alabama

Lurleen B. Wallace Community College  
Andalusia, Alabama

Madison Ballpark
MiLB – Rocket City Trash Pandas
Madison, Alabama

Matthews Park
Mobile, Alabama

Medal of Honor Park Softball  
Mobile, Alabama

Mims Park 
Mobile, Alabama

Nesmith Park
Cullman, Alabama

Orange Beach Sportsplex
Orange Beach, Alabama

Pelham City Park Youth Baseball
Pelham, Alabama

Pike Road Recreation Complex  
Montgomery, Alabama

Pinson Valley High School
Pinson, Alabama

Stanhope High School 
Millbrook, Alabama

Vina High School
Vina, Alabama

Westgate Park Dixie Youth Complex
Dothan, Alabama

Wetumpka High School 
Wetumpka, Alabama

Multi-Facility

Fields at 17 Springs Sports Complex   
Dothan, Alabama

Saraland High School
Saraland, Alabama

Football

Andalusia High School
Andalusia, Alabama

Auburn University Jordan-Hare Stadium
Auburn, Alabama

Ben C. Rains High School
Mobile, Alabama

Davidson High School
Mobile, Alabama

Elkmont High School
Elkmont, Alabama

Fort Dale Academy
Greenville, Alabama

Hillcrest High School
Tuscaloosa, Alabama

J. P. Cain Stadium 
Hartselle, Alabama

Leeds High School  
Leeds, Alabama

LeFlore High School
Mobile, Alabama

Medal of Honor Park   
Mobile, Alabama

Milton Frank Stadium  
Huntsville, Alabama

Mountain Brook High School  
Mountain Brook, Alabama

Pike Road High School   
Pike Road, Alabama

Ram Stadium  
Valley, Alabama

Rip Hewes Stadium   
Dothan, Alabama

Russell County High School 
Seale, Alabama

Sparkman High School  
Harvest, Alabama

University of Alabama Bryant-Denny Stadium 
Tuscaloosa, Alabama

University of South Alabama Hancock Whitney Stadium 
Mobile, Alabama

Vigor High School
Mobile, Alabama

Waldrop High School  
Homewood, Alabama

Westgate Park 
Dothan, Alabama

Wetumpka Sports Complex 
Wetumpka, Alabama

Soccer

Auburn Intramural Fields
Auburn, Alabama

Medal of Honor Park 
Mobile, Alabama

Merrimack Soccer
Huntsville, Alabama

Mobile Soccer Complex
Mobile, Alabama

Sandra Moon Community Complex
Huntsville, Alabama

Veterans Park
Alabaster, Alabama

Tennis

Albertville Sports Complex
Albertville, Alabama

Auburn University Tennis Complex
Auburn, Alabama

Daphne Lott Park
Daphne, Alabama

Demopolis High School  
Demopolis, Alabama

Enterprise High School
Enterprise, Alabama

Eufaula High School
Eufaula, Alabama

Fairhope Tennis Complex
Fairhope, Alabama

Saraland High School
Saraland, Alabama

Summerdale Tennis
Summerdale, Alabama

Wetumpka Sports Complex
Wetumpka, Alabama

Other

Dixie Sandpipe Water Tower  
Dothan, Alabama

Gulf Shores Pickleball
Gulf Shores, Alabama

Oplika Sportsplex Pickleball
Daphne, Alabama

Patriot Park Swimming Pool
Homewood, Alabama

Wald Park Pool
Vestavia Hills, Alabama

Water World Water Tower  
Dothan, Alabama

Westgate Park Water Slide  
Dothan, Alabama

Westgate Park Water World Parking Lot  
Dothan, Alabama

Westgate Wave Pool  
Dothan, Alabama



*Partial Listing  RGBW  RGB-U  Show-Light+  Show-Light  Retrofit  MuscoVision

Musco Sports Lighting, LLC 2005, 2023 • M-1455-enUS-15

Insurance Certificate & Installation Floater Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 4201 Westown Parkway, Suite 120 West Des Moines IA 50266	CONTACT NAME: Francisco Honzura PHONE (A/C, No, Ext): 515-309-6220 E-MAIL ADDRESS: Francisco_Honzura@ajg.com	FAX (A/C, No): 515-457-8849
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Sentry Insurance Company		24988
INSURER B: Travelers Casualty Company of CT		36170
INSURER C: Indian Harbor Insurance Company		36940
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 635807018 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	9016877004	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	9016877003	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP9X03061124NF	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	9016877001 9016877002	7/1/2024 7/1/2024	7/1/2025 7/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Architects & Engineers Professional Liability & Pollution Liability			CEO742113904	7/1/2024	7/1/2025	Each Claim Aggregate Retention 5,000,000 5,000,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Musco Project 230815 | River Run Sports Complex

City of Northport, along with its officers, agents and employees are shown as Additional Insureds solely with respect to General Liability as evidenced herein on a Primary/Non-Contributory basis and Auto Liability coverages, as required by written contract with respect to work performed by the Named Insured. A Waiver of Subrogation in favor of Additional Insureds is included under the General Liability and Auto Liability coverages as evidenced herein as required by written contract. 30 days' notice of cancellation applies in favor of certificate Holder as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Northport
PO Box 569
Northport, AL 35476

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scotty Schmitt

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name:

Address: AL, AR, CO, CT, FL, GA, IA, ID, IL, IN, KS, LA, MD, MI, MN, MO, MS, NC, NY, OK, OR,
PA, RI, SC, TN, VA

Description of Waiver: Any person or organization for whom the Named Insured has agreed by written contract executed prior to loss.

JobID:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. 9015877001

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13

(Ed. 4-84)

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9015877001
Sentry Casualty Company

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name:

Address: AZ, WI

Description of Waiver: Any person or organization for whom the Named Insured has agreed by written contract executed prior to loss.

JobID:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. 9015877002

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13

(Ed. 4-84)

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9015877002
Sentry Casualty Company

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6aec8ffb-796d-4f14-80c3-e0eca171f74a

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

- A. The Who Is An Insured provision of Covered Autos Liability Coverage** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.
- The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. The most we will pay on behalf of the additional insured is the lesser of the amount payable under the Limit of Insurance for Covered Autos Liability Coverage or the amount of insurance required by the contract or agreement.**
- C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the COMMERCIAL AUTO COVERAGE FORM to which this endorsement is attached.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured:

Endorsement Effective Date: 07/01/2024

SCHEDULE

Name Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF
RIGHTS OF RECOVERY AGAINST OTHERS
TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Musco Corporation

Endorsement Effective Date: 07/01/2024

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to a person(s) or organization(s), but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a written contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION - CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL AUTOMOBILE COVERAGE PARTS
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PARTS
COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE FORM
EMPLOYMENT RELATED PRACTICES LIABILITY
POLLUTION LIABILITY COVERAGE
ERRORS AND OMISSIONS COVERAGE FORM

In the event we cancel this policy, we shall endeavor to also mail to the person(s) or organization(s) listed in the Schedule for this endorsement advance written notice of cancellation.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

Schedule

Person(s) or Organization(s) including mailing address:

Per the listing of certificate holders provided by the Broker upon our request. 30 day notice of cancellation applies.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: As required by written contract
Location And Description of Completed Operations: As required by written contract
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

1. Additional Insureds - Automatic Status for 12 Additional Insured Types

- A.** Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)
- B.** Lessor of Leased Equipment
- C.** Owners or Other Interests From Whom Land Has Been Leased
- D.** Manager or Lessor of Premise
- E.** Mortgagee, Assignee, or Receiver
- F.** Controlling Interest
- G.** Co-owner Of Insured Premises
- H.** Executors, Administrators, Trustees Or Beneficiaries
- I.** State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
- J.** Any Person Or Organization You Are Performing Work For
- K.** Vendors
- L.** Grantor of Franchise

2. Primary and Noncontributory - Other Insurance Condition

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insureds - Automatic Status for 12 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)

- 1)** A person or organization with respect to liability for:
 - a.** "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
 - b.** "Personal and advertising injury"; caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

- 2) With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- c. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- d. Engineering services, including related supervisory or inspection services;
- e. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- f. Any health or therapeutic service treatment, advice or instruction;
- g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- h. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- i. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- j. Body piercing services;
- k. Services in the practice of pharmacy;
- l. Law enforcement or firefighting services; and
- m. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

B. Lessor of Leased Equipment

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. Owners or Other Interests From Whom Land Has Been Leased

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

 - a. Any "occurrence" which takes place after you cease to lease that land;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

D. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

E. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

F. Controlling Interest

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

G. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises coowned by you and covered under this insurance.

H. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

J. Any Person Or Organization You Are Performing Work For

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1) In the performance of your ongoing operations; or
- 2) In connection with your premises owned by or rented to you.

K. Vendors

- 1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and

- b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- a. The insurance afforded the vendor does not apply to:
 - 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - 2) Any express warranty unauthorized by you;
 - 3) Any physical or chemical change in the product made intentionally by the vendor;
 - 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- L. Grantor of Franchise**
- Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.
- However:
- 1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
 - 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- 1. Required by the contract or agreement; or
 - 2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.
- If there is any difference in coverage afforded to an additional insured in this endorsement and

that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from

any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION - CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL AUTOMOBILE COVERAGE PARTS
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PARTS
COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE FORM
EMPLOYMENT RELATED PRACTICES LIABILITY
POLLUTION LIABILITY COVERAGE
ERRORS AND OMISSIONS COVERAGE FORM

In the event we cancel this policy, we shall endeavor to also mail to the person(s) or organization(s) listed in the Schedule for this endorsement advance written notice of cancellation.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

Schedule

Person(s) or Organization(s) including mailing address:

Per the listing of certificate holders provided by the Broker upon our request. 30 day notice of cancellation applies.

All other terms and conditions of this policy remain unchanged.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

7/24/2024

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Arthur J. Gallagher Risk Management Services, LLC 4201 Westown Parkway, Suite 120 West Des Moines, IA 50266	PHONE (A/C, No, Ext): 515-457-8849	COMPANY Continental Casualty Company 333 South Wabash Avenue Chicago, IL 60604
FAX (A/C, No): 515-457-8964	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED Musco Sports Lighting, LLC 100 1st Ave W Oskaloosa IA 52577	LOAN NUMBER	POLICY NUMBER 7092420568
	EFFECTIVE DATE 07/01/2024	EXPIRATION DATE 07/01/2025
		☐ CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

☒

SPECIAL

COVERAGE / PERILS / FORMS

AMOUNT OF INSURANCE

DEDUCTIBLE

Contractors Equipment

\$14,967,025

\$10,000

Installation Floater

\$2,500,000

\$10,000

Leased/Rented to Others

\$500,000

\$10,000

Short Term Leased/Rented from Others

\$500,000

\$10,000

REMARKS (Including Special Conditions)

RE: Musco Project 230815 | River Run Sports Complex

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS

ADDITIONAL INSURED

LENDER'S LOSS PAYABLE

☐ LOSS PAYEE

MORTGAGEE

LOAN #

City of Northport
PO Box 569
Northport, AL 35476

AUTHORIZED REPRESENTATIVE

Miscellaneous



MUSCO SPORTS LIGHTING, LLC
 CERTIFICATE OF AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

That at a meeting of the Managers' Committee of Musco Sports Lighting, LLC, a limited liability company duly organized under the laws of the State of Iowa, held on December 29, 2023, the following resolution was adopted, which resolution is still in effect:

RESOLVED, that any of the following:

Jeffrey A. Rogers	President and Chief Executive Officer
Shelly L. Herr	Executive Vice President and Chief Operating Officer
Joe P. Crookham	Vice President, Development
Myron K. Gordin	Vice President, Research
Christopher K. Hyland	Vice President, Chief Financial Officer, Treasurer
Jeff McNulty	Vice President, Sales and Services
Timothy Boyle	Vice President, Engineering
Lance Livingston	Vice President, Information Technology
Nick Smith	Vice President, Manufacturing
James M. Hansen	Secretary and Chief Ethics and Compliance Officer

be, and they hereby are, authorized to execute any and all documents on behalf of Musco Sports Lighting, LLC and further that Certificates of Authority setting out this resolution be prepared and certified by the Secretary of Musco Sports Lighting, LLC, to be used to evidence said authority.

FURTHER RESOLVED, FURTHER RESOLVED, that John Dindinger (Regional Sales Manager), Jim Freie (Regional Sales Manager), and Brett Nelson (General Manager/Director of Information Services) are hereby authorized to execute bid and bond documents on behalf of the Company; and

FURTHER RESOLVED, that Casey Scheidel is hereby authorized to execute all documents in which the Company is acting as Iowa Sports Turf, on behalf of the Company; and

FURTHER RESOLVED, that Dustin Jeffries, Jill Sandeen, Morgan Younger, and Peyton McMurray are hereby authorized to execute credit documents, including, but not limited to, lien waivers, pay applications and purchase agreements, on behalf of the Company;

FURTHER RESOLVED, that Dustin Jeffries is hereby authorized to act on behalf of the Company to establish or extend business relationships with any banking or financial institution, whether domestic or international;

That I am the duly elected and qualified Secretary of Musco Sports Lighting, LLC and the keeper of records of said company; that the foregoing is a true and correct copy of a resolution duly adopted at a meeting of the Managers' Committee of Musco Sports Lighting, LLC held in accordance with its Operating Agreement on December 31, 2022, and that the same is now in full force and effect.

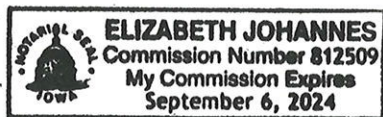


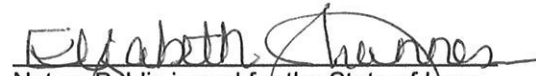
IN WITNESS WHEREOF, I have hereunto affixed my name as Secretary by order of the Managers' Committee of Musco Sports Lighting, LLC this 24th day of July, 20 24.


James M. Hansen, Secretary
Iowa Bar #8820

STATE OF IOWA)
) ss.
COUNTY OF MAHASKA)

Subscribed and sworn to before me this 24th day of July, 20 24.




Notary Public in and for the State of Iowa



July 24, 2024

To: City of Northport, Alabama

From: James M. Hansen, General Counsel

Re: River Run Park Athletic Field Lighting – Alabama Nonresident Bidder

Musco Sports Lighting, LLC is a manufacturer of sports, transportation, and infrastructure lighting projects and is headquartered in Oskaloosa, Iowa with products sold worldwide.

Section 22 of the Instruction to Bidders for the River Run Park project addresses in-state bidder preference. To the best of our knowledge, Iowa law for the letting of public contracts does not grant resident bidders a preference.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Hansen", written over a horizontal line.

James M. Hansen
General Counsel
Iowa Bar #8820

Musco Finance

The flexible and affordable way to finance your lighting project

Make your project happen

The municipal lease-purchase program, offered by Musco Finance™, provides flexible funding options designed to help you move forward with your facility improvements.

Start seeing the benefits now

- Reduced energy consumption, improved light quality and control, better system reliability, and advanced light show and special effects technology
- Increased revenue from expanded use of your facility
- Respond to inflationary pressures by completing your project at current prices.

The program makes funding easy

- Financing available for 10+ years
- Low, fixed payments
- No down payment required, with no additional payments for up to 3 months

Bring your project vision to life

Musco Finance can tailor a funding solution to meet your needs. Contact us to discuss how you can enjoy new lighting at your facility now, with the peace of mind knowing you've provided a quality system that will last for many years—backed by our long-term parts and labor warranty.

Call 800-825-6020 today to make your sports lighting dreams a reality.



Bid Proposal Quote

River Run Park at Northport Shore
Northport, AL
REVISION 2 Date: November 8, 2024

Sourcewell
Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following: **SOURCEWELL PURCHASE – CONTRACT NUMBER: 041123-MSL**

Quotation Price – Materials Only Delivered to Job Site

Sports Complex Softball & Baseball Fields	\$1,299,900.00
Deduct (Single color lighting in lieu of RGB).....	\$85,000.00
Adders (Mtg Height Increase/Additional Electrical Service/Camera Mounts).....	\$24,200.00
Total w/Adders	\$1,239,100.00

Sales tax, bonding, labor, installation, and unloading of the equipment are not included.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels as specified
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

System Description

- Factory-aimed and assembled luminaires
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- **Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support. (BASEBALL Fields 1-3 & Softball Fields 1-4 ONLY)**
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years

Show-Light® Special Effects with Control-Link® Control and Monitoring System (CHAMPIONSHIP BASEBALL AND SOFTBALL FIELDS ONLY)

- Control and monitoring cabinet
- Communication cabinets
- Touchscreen(s) for onsite control of theatrical effects
- 6 pre-programmed theatrical lighting effects applied to facility lighting design
- 4 minutes of light show programming set to customer supplied and licensed music
- Remote on/off control
- Onsite dimming (high/med/low/blackout)
- Monitoring with 24/7 customer support

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Jimmy Jumper
Email: jimmy.jumper@musco.com

All Purchase orders should note the following: **SOURCEWELL PURCHASE – CONTRACT NUMBER: 041123-MSL**



Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2021 IBC, 105mph, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jimmy Jumper
Musco Sports Lighting, LLC
Phone: 256-483-5433
E-mail: jimmy.jumper@musco.com





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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: November 18, 2024

SUBJECT: Purchase Requisition, Tuscaloosa County Commission; \$55,275.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

The purchase requisition to Tuscaloosa County Commission in the amount of \$55,275.00 is the cost to house prisoners from July through September.

Recommendation:

Approve Requisition

Funding Source/GL Code:

GL Code No. 12-33-000-50233 Amount: \$55,275.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$55,275.00 to Tuscaloosa County Commission.

INVOICE

Tuscaloosa County Commission
PO Box 20113
Tuscaloosa, AL 35402

receivables@tuscco.com
+1 (205) 464-8220



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

RECEIVED
OCT 28 2024

BY: _____

Invoice details

Invoice no.: 0502
Terms: Net 30
Invoice date: 10/21/2024
Due date: 11/20/2024

#	Date	Product or service	Description	SKU	Qty	Rate	Amount
1.	07/31/2024	Housing of Prisoners	JULY 2024 PRISONER HOUSING BASE CONTRACT	100-5920	1	\$14,052.50	\$14,052.50
2.	07/31/2024	Housing of Prisoners	JULY 2024 PRISONER OVERAGE	100-5920	103	\$82.50	\$8,497.50
3.	08/31/2024	Housing of Prisoners	AUG 2024 PRISONER HOUSING BASE CONTRACT	100-5920	1	\$14,052.50	\$14,052.50
4.	08/31/2024	Housing of Prisoners	AUG 2024 PRISONER OVERAGE	100-5920	56	\$82.50	\$4,620.00
5.	09/30/2024	Housing of Prisoners	SEPT 2024 PRISONER HOUSING BASE CONTRACT	100-5920	1	\$14,052.50	\$14,052.50

Total **\$55,275.00**

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

MUNICIPALITY AND TOWN INMATE COUNT

CITY OF NORTHPORT		JUL 2024		AUG 2024		SEP 2024		QTR TOTAL
MONTHLY ALLOWANCE								
TOTAL INMATES		248		248		240		867
OVERAGE		351		304		212		
		103		56		(28)		
Base Contract Amount		14,052.50		14,052.50		14,052.50		
Overage Rate: \$82.50		8,497.50		4,620.00		0.00		
Total Amount Due		22,550.00		18,672.50		14,052.50		55,275.00



714 ½ Greensboro Avenue
Tuscaloosa, AL 35401

Ronald S. Abernathy, Sheriff
Tuscaloosa County

Phone: (205) 469-0810
Fax: (205) 349-4511

Billing for July 2024

TPD- 1170 BEDS

0 BEDS OVER

x 59.38

~~---~~\$69,474.60

NPD – 351

BROOKWOOD

16 BEDS

x 55

TOTAL \$880.00

216 BEDS LEFT

LAKEVIEW

9 BEDS

x 55

TOTAL \$ 495.00

280 BEDS LEFT

VANCE

35 BEDS

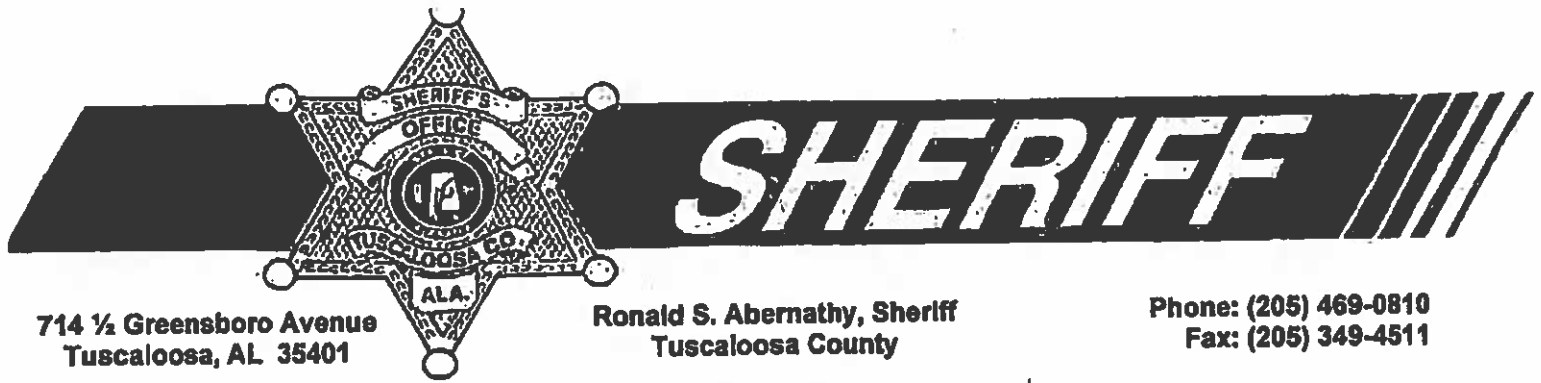
x 55

TOTAL \$ 1,925.00

20 BEDS OVER

X 87.50

\$ 1,750.00



714 1/2 Greensboro Avenue
Tuscaloosa, AL 35401

Ronald S. Abernathy, Sheriff
Tuscaloosa County

Phone: (205) 469-0810
Fax: (205) 349-4511

Billing for August 2024

TPD- 1170 BEDS

0 BEDS OVER

x 59.38

\$69,474.60

NPD - 304

BROOKWOOD

20 BEDS

x 55

TOTAL \$ 1,100.00

196 BEDS LEFT

LAKEVIEW

0 BEDS

x 55

TOTAL \$.00

280 BEDS LEFT

VANCE

0 BEDS

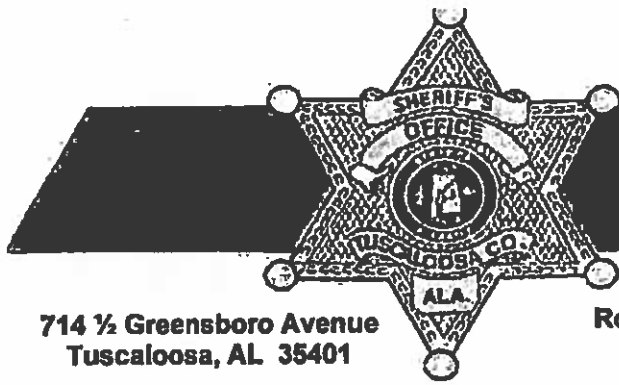
x 55

TOTAL \$

23 BEDS OVER

X 87.50

\$ 2,012.50



SHERIFF

714 ½ Greensboro Avenue
Tuscaloosa, AL 35401

Ronald S. Abernathy, Sheriff
Tuscaloosa County

Phone: (205) 469-0810
Fax: (205) 349-4511

Billing for September 2024

TPD- 1170 BEDS

0 BEDS OVER

x 59.38

\$69,474.60

NPD – 212

BROOKWOOD

15 BEDS

x 55

TOTAL \$ 825.00

171 BEDS LEFT

LAKEVIEW

1 BEDS

x 55

TOTAL \$55 .00

279 BEDS LEFT

VANCE

0 BEDS

x 55

TOTAL \$

14 BEDS OVER

X 87.50

\$ 1,225.00



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: November 18, 2024

SUBJECT: Purchase Requisition, Emergency Sewer Repairs at Hwy 69N & Hwy 82, The Cassady Company, Inc.; \$11,692.86

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 The Cassady Company, Inc., in the amount of \$11,692.86, is for engineering services pertaining to the emergency sewer repairs at Highway 69N and Highway 82.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-600-80007 Amount: \$11,692.86

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$11,692.86 to The Cassady Company, Inc.



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

Invoice No. 1

Cassady Project 20-121

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

ATTN: John Powell Webb, P.E.

Re: Highway 82 and 69 Emergency Sewer Repair
Northport, Alabama

INVOICE SUMMARY					
Engineering Design and Construction Services provided through September 30, 2024.					
				TOTAL BILLED TO DATE	\$ 11,692.86
				LESS AMOUNT PREVIOUSLY BILLED	\$ -
				TOTAL AMOUNT DUE THIS INVOICE	\$ 11,692.86
Classification	Hourly Rate (2024)	Current Hours	Completed This Invoice	Completed Last Invoice	Total Completed
Project Manager	\$ 175.00	52.5	\$ 9,187.50	\$ -	\$ 9,187.50
Staff Engineer II	\$ 100.00	25.0	\$ 2,500.00	\$ -	\$ 2,500.00
Engineering Tech I	\$ 75.00	0.0	\$ -	\$ -	\$ -
Clerical	\$ 95.00	0.0	\$ -	\$ -	\$ -
Mileage	\$ 0.670	8.0	\$ 5.36	\$ -	\$ 5.36
Totals			\$ 11,692.86	\$ -	\$ 11,692.86



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

AGENDA ITEM NO. 11.c.1.

MEETING DATE: November 18, 2024

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

Unfinished Business: X

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading: X

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. NA Amount: \$9,627.75

Motion for Consideration:

I make a motion to approve the resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 921 10th Street,

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 18th day of November, 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

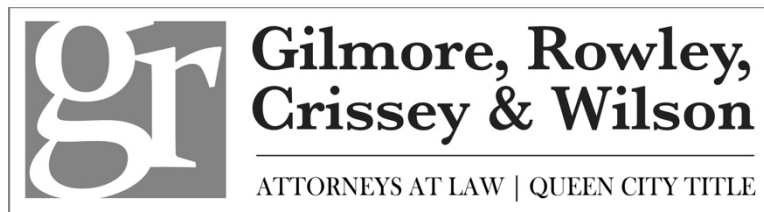
By: _____

2nd Reading: November 18, 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>



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

CITY OF NORTHPORT

CERTIFICATION OF RECORD

I, Glenda D. Webb, as the City Administrator/Clerk of the City of Northport, Alabama, do hereby certify that the foregoing is a true copy of:

Resolution ---- Entitled: Resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 921 10th Street.

The original of this document is filed in the office of the City Clerk.

I further certify that the said original was duly adopted by the Northport City Council in public session on November 18, 2024, a quorum being present, as recorded in the official minutes of the City Council.

Certified this **18th** day of **November 2024**.

S E A L

Glenda D. Webb
City Administrator/Clerk