

**NORTHPORT CITY COUNCIL MEETING
TUESDAY, JANUARY 21, 2025
5:30 PM**

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- a. Proclamation to Tuscaloosa County High School Cheerleaders
- b. Proclamation for Human Trafficking Prevention Month
- c. Honoring the Service of Rev McGarity

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. First Reading, Resolution Accepting Maintenance of Municipal Public Improvements for New Beginning Subdivision, a Resurvey of Lots 8 -12 of Park West Business Center - Sidewalks - Tera Tubbs
- 2. First Reading, Ordinance to amend The Northport Zoning Ordinance to add an appendix for Engineering Design and Construction Manual - Tera Tubbs

b. Resolutions of a Temporary Nature

- 1. Resolution Authorizing the Mayor to Enter an Agreement with LeCroy Richardson for FY2024 Audit - Darren McGee
- 2. Resolution for the Allocation of 2025 Northport First Funds - Darren McGee
- 3. Resolution Authorizing Water Service Outside the City Limits for Property Located at 13584 Christian Drive - Ron Davis
- 4. Resolution Authorizing the City Administrator to Execute a Right-of-Way Use Agreement with West Alabama Food & Wine Festival for 2025 - Tera Tubbs
- 5. Resolution Authorizing Special Permit for Date Night on the Bunny Trail 2025 - Glenda Webb
- 6. Resolution Authorizing the City Administrator to Terminate the Current Low Bidder for Lawn Care - Julie Ramm
- 7. Resolution Awarding Bid for Bid File No. 24-02 Lawn Care Maintenance to Landon Camp DBA Navy Oaks Services, LLC - Julie Ramm
- 8. Resolution Awarding Bid for Sewer Repairs on Chestertown Trace - John Webb
- 9. Resolution Authorizing a Commercial Lease Agreement with Midstates Petroleum for Fueling Facilities - Ron Davis

c. Consent Agenda

- 1. Minutes, January 6, 2025 - Glenda Webb
- 2. Bill Listing - Glenda Webb
- 3. Purchase Requisition, PD 2025 Expedition Build, Mobile Communications America, \$11,314.86 - Gerald Burton
- 4. Purchase Requisition, PD 2025 Explorer Builds, Mobile Communications America, \$33,839.10 - Gerald Burton
- 5. Purchase Requisition, Car Mounted Radios for PD Vehicles, Motorola Solutions, \$42,281.92 - Gerald Burton
- 6. Purchase Requisition, 2025 MWCF Annual Workman's Compensation Renewal, \$266,406.00 - Joseph Rose

7. Purchase Requisition, Radars for new PD Vehicles, Stalker Radar, \$8,180.00 - Gerald Burton
8. Purchase Requisition, Cradlepoints for PD Vehicles, \$5,794.20 - Gerald Burton
9. Purchase Requisition, Quarterly PD Radio Maintenance, Motorola Solutions, \$18,416.75 - Gerald Burton
10. Purchase Requisition, Renewal of Bond pertaining to Condemnation of Property for the Hwy. 69/UCR Realignment, USI Insurance, \$7,595.00 - Ron Davis
11. Purchase Requisition, License Renewal, Carahsoft, \$21,238.83 - Scott Murphy
12. Purchase Requisition, DEF System Repair for Trash Truck #2370; Truckworx Holding Co., \$5,918.86 - Brooke Starnes
13. Purchase Requisition, Sewer Repairs on Chestertown Trace, APEX Civil Construction, Inc., \$77,300.26 - John Webb

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

- a. **Engineering**
- b. **Legal Department**
- c. **Planning Inspections Department**
 1. Second Reading, Ordinance of Conditional Use approval to locate a Performance Residential Development for approximately 4 acres located east of Highway 43 N and south of Owen Parkway. - Julie Ramm
- d. **Police Department**
 1. Puff Stuff Outlet, LLC - Gerald Burton

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. 9.a.1.

MEETING DATE: January 21, 2025

SUBJECT: First Reading, Resolution Accepting Maintenance of Municipal Public Improvements for New Beginning Subdivision, a Resurvey of Lots 8 -12 of Park West Business Center - Sidewalks

Unfinished Business:

Public Hearing:

New Business: X

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Tera Tubbs

Summary:

The City Engineer recommends to Council the acceptance of the municipal public improvements of sidewalks constructed for New Beginning Subdivision, A Resurvey Lots 8-12 of Park West Business Center. Per Section 306 of the Subdivision Regulations, certain criteria have been met by the developer. New Beginning Subdivision has met the requirements of Section 306. The staff recommends that the Council adopt the attached resolution accepting the maintenance of the municipal improvements of sidewalks constructed as part of that development. Maintenance will begin upon adoption of the attached resolution.

Recommendation:

Approve the attached resolution

Funding Source/GL Code:

Motion for Consideration:

None needed for a first reading

RESOLUTION NO. 25-

**RESOLUTION ACCEPTING MUNICIPAL PUBLIC IMPROVEMENTS FOR
SIDEWALKS FOR NEW BEGINNING SUBDIVISION, A RESURVEY OF
LOTS 8-12 PARK WEST BUSINESS CENTER**

WHEREAS, the final plat for New Beginning Subdivision, a Resurvey of Lots 8-12 Park West Business Center, has been accepted by the Northport Planning Commission and recorded in Book 2000, Page 17, in the Probate Office of Tuscaloosa County, a reproducible copy of which has been provided to the City; and

WHEREAS, the engineer of record, Jimmy Duncan, a Professional Engineer in the State of Alabama, has certified that the developer has completed all required infrastructure in accordance with the Northport Subdivision Regulations and has submitted a maintenance bond as prescribed in Section 306 of the Northport Subdivision Regulations and accepted by the City Attorney; and

WHEREAS, the engineer of record, Jimmy Duncan has submitted to the City a complete set of “As-Built” or “Recorded Drawings” of the development; and

WHEREAS, the developer of New Beginning Subdivision, has requested that the City assume maintenance of the sidewalk, as shown on plats and construction documents in said subdivision;

WHEREAS, the City Engineer has reported to the City Council that all infrastructure required by the subdivision regulations and as specified by the Planning & Zoning Commission for New Beginning Subdivision have been completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Northport, Alabama as follows: that the City accepts the maintenance of municipal improvements of sidewalks, located in the recorded and dedicated sidewalks within said New Beginning Subdivision with maintenance to begin on or about January 21, 2025.

RESOLVED AND DONE THIS _____ DAY OF _____ 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

1st Reading: January 21, 2025

Motion by:

2nd Reading:

Motion By:

Second By:



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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: January 21, 2025

SUBJECT: First Reading, Ordinance to amend The Northport Zoning Ordinance to add an appendix for Engineering Design and Construction Manual

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Morgan Williams

Approved By: Tera Tubbs

Summary:

The Planning and Zoning Commission met on December 17, 2024 and made a favorable recommendation to Council for the amendment to the Northport Zoning Ordinance, Ordinance 2249, to include the appendix for the Engineering Design and Construction Manual for the city. The manual will provide minimum standards for design and construction of land development projects and public infrastructure throughout the city.

Recommendation:

The Planning and Zoning Commission along with the Engineering department recommend that the motion be heard for the amending of the Northport Zoning Ordinance

Funding Source/GL Code:

GL Code No. NA Amount: \$

Motion for Consideration:

None are needed for the first reading.

ORDINANCE NO. 25_____

**ORDINANCE TO AMENDING THE NORTHPORT ZONING ORDINANCE OF THE CITY OF
NORTHPORT – ENGINEERING DESIGN AND CONSTRUCTION MANUAL**

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

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

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

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

1. The City of Northport amends and adopts the Engineering Design and Construction Manual as an appendix to the Northport Zoning Ordinance, Ordinance 2249, to provide minimum standards for design and construction of land development projects and public infrastructure throughout the city.
2. This Ordinance shall become effective immediately upon passage and publication

ORDAINED AND DONE this 3RD day of February, 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this _____ day of _____, 2025

Dr. John Hinton, Mayor

I hereby certify that the above and foregoing Ordinance was published on _____, 2025, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda Webb, City Administrator-Clerk

1st Reading: January 21, 2025

Motion:
2nd Reading: February 3, 2025
Motion By:
Second By:
Publication: , 2025

EXHIBIT “A”



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: January 21, 2025

SUBJECT: Resolution Authorizing the Mayor to Enter an Agreement with LeCroy Richardson for FY2024 Audit

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Stacey Beynon

Approved By: Darren McGee

Summary:

This resolution is for the agreement with LeCroy Richardson to provide auditing services for the FY2024 audit, as required. The audit will include multiple components that collectively comprise the basic financial statements of the City for the fiscal year ended September 30, 2023.

Recommendation:

Approve the resolution

Funding Source/GL Code:

GL Code No. 01-25-000-50201 & 50-39-511-50201 Amount: not to exceed \$120,000.00

Motion for Consideration:

I move to adopt the resolution authorizing the Mayor to enter into an agreement with LeCroy Richardson for the fiscal year 2024 audit of the City of Northport financial statements.



December 12, 2024

To the Mayor, City Council and City Administrator

City of Northport
3500 McFarland Boulevard
Northport, Alabama 35476

We are pleased to confirm our understanding of the services we are to provide for the City of Northport, Alabama ("The City") for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of The City as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Statement of Revenues, Expenditures and Changes in Fund Balance – Budget to Actual
- 3) Schedule of Changes in Net Pension Liability
- 4) Schedule of Employer Contributions
- 5) Schedule of Funding Progress
- 6) General Fund Summary of Revenues, Expenditures and Changes in Fund Balance
- 7) Schedule of General Fund Revenues
- 8) Water and Sewer System Statistics
- 9) Schedule of Water and Sewer Revenues, Expenditures and Debt Coverage
- 10) Schedule of Water and Sewer Fund Debt Service
- 11) Schedule of Legal Debt Margin

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such

information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards.
- 2) General Fund Balance Sheet
- 3) General Fund Statement of Revenues, Expenditures and Changes in Fund Balance
- 4) Debt Service Fund Balance Sheet
- 5) Debt Service Fund Statement of Revenues, Expenditures and Changes in Fund Balance
- 6) Combining Balance Sheets – Special Revenue Funds
- 7) Combining Statement of Revenues, Expenditures and Changes in Fund Balance – Special Revenue Funds

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not

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designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations,

contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Northport in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. We will also assist management in maintaining the City's fixed asset and depreciation schedules. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes and maintenance of fixed asset and depreciation schedule services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access

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to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on December 12, 2024.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Northport; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of LeCroy Richardson, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Alabama Department of Examiners of Public Accounts or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of LeCroy Richardson, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Alabama Department of Examiners of Public Accounts. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Courtney LeCroy is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately December 12, 2024.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$120,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Administration and the City Council of the City of Northport, Alabama. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

(Continued)

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Northport, Alabama and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

LeRoy Richardson, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Northport, Alabama.

Glenda D. Wolf

Management signature: _____

Title: City Administrator

Date: 12/18/2024

Governance signature: _____

Title: _____

Date: _____

SIGNATURE CERTIFICATE



REFERENCE NUMBER
6ABB43B9-D40D-443F-983E-A59D784FA312

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 6ABB43B9-D40D-443F-983E-A59D784FA312	Document Name Audit Engagement Letter
Transaction Type Signature Request	Filename 00000019SP.pdf
Sent At 12/18/2024 10:06 CST	Pages 7 pages
Executed At 12/18/2024 14:56 CST	Content Type application/pdf
Identity Method email	File Size 243 KB
Distribution Method email	Original Checksum 8fd94a5c63486296c19c43fe43f8038e7715253a42d575ccacdf35b1167e36c1
Signed Checksum 59dcd845b3b36b19ffb6e481db1ee9966bf5bb644fbbd2e1caf758be5c67a7cb	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Glenda Webb	Status signed	Viewed At 12/18/2024 14:55 CST
Email gwebb@cityofnorthport.org	Multi-factor Digital Fingerprint Checksum 7434600484d379546b1b68a334b25d3718391d755e64ea45b862914825bcf0ea	Identity Authenticated At 12/18/2024 14:56 CST
Components 3	IP Address 50.86.149.170	Signed At 12/18/2024 14:56 CST
	Device Microsoft Edge via Windows	
	Drawn Signature 	
	Signature Reference ID 9E459FFB	
	Signature Biometric Count 7	

AUDITS

TIMESTAMP	AUDIT
12/18/2024 10:06 CST	Courtney LeCroy (courtney@lecroyrichardson.com) created document '00000019SP.pdf' on Chrome via Windows from 54.144.112.110.
12/18/2024 10:06 CST	Glenda Webb (gwebb@cityofnorthport.org) was emailed a link to sign.
12/18/2024 14:55 CST	Glenda Webb (gwebb@cityofnorthport.org) viewed the document on Microsoft Edge via Windows from 50.86.149.170.
12/18/2024 14:56 CST	Glenda Webb (gwebb@cityofnorthport.org) authenticated via email on Microsoft Edge via Windows from 50.86.149.170.
12/18/2024 14:56 CST	Glenda Webb (gwebb@cityofnorthport.org) signed the document on Microsoft Edge via Windows from 50.86.149.170.



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: January 21, 2025

SUBJECT: Resolution for the Allocation of 2025 Northport First Funds

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kelly Homan

Approved By: Darren McGee

Summary:

This resolution is for the allocation of 2025 Northport First Funds in the amount of \$7,760,000.00. The allocated funds are to be used for various projects. This allocation was approved by the Finance Committee on January 6, 2025.

Recommendation:

Approve this request.

Funding Source/GL Code:

GL Code No. Various Amount: \$ 7,760,000.00

Motion for Consideration:

I move to adopt the resolution approving the proposed allocations for the 2025 Northport First Funds.

RESOLUTION NO. 25 -

RESOLUTION ALLOCATING 2025 NORTHPORT FIRST FUNDS

WHEREAS, the City of Northport desires to utilize Northport First Funds in a fiscally responsible manner while also furthering initiatives of the City of Northport.

WHEREAS, the budgeted amount of Northport First Funds for the Fiscal Year 2025 is \$7,760,000.00; and

WHEREAS, the City wishes to allocate the Northport First Funds as attached hereto in Exhibit "A".

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

1. That the City hereby allocates the 2025 Northport First Funds as attached hereto as Exhibit "A".
2. This resolution shall become effective immediately.

RESOLVED AND DONE THIS 21st DAY OF JANUARY 2025

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: January 21, 2025
Motion By:

Second By:

EXHIBIT “A”

PROPOSED 2025 NORTHPORT FIRST ALLOCATIONS

2023 Warrant Issue Bond Payments	\$2,781,000.00
Streetscape Phase IV	\$200,000.00
Education Grants	\$350,000.00
Nuisance Abatement	\$100,000.00
Facility Improvements	\$50,000.00
Grant Match	\$500,000.00
Main Ave	\$24,000.00
Paving/Striping	\$400,000.00
5th Street Improvements	\$2,000,000.00
Hospital Drive extension engineering	\$100,000.00
Dirt Road Infrastructure	\$150,000.00
ADA Transition Plan phase III	\$85,000.00
Drainage Improvements - Citywide	\$200,000.00
Two Mile Creek mapping	\$45,000.00
43/69 Preliminary Engineering	\$100,000.00
Strategic Communications	\$175,000.00
5th Street Railroad Bridge repair	\$500,000.00
TOTAL	\$7,760,000.00



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: January 21, 2025

SUBJECT: Resolution Authorizing Water Service Outside the City Limits for Property Located at 13584 Christian Drive

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Allison Martin

Approved By: Ron Davis

Summary:

Mrs. Jennifer Montgomery has property located at 13584 Christian Drive, that cannot presently be annexed into the city because the property is not contiguous. The address is outside of the city limits and inside of the planning jurisdiction. She is requesting city water service. The Municipal Code allows this with the majority consent of the city council. The staff recommends this access be allowed. Per city code, all costs of this connection would be paid by the applicant and not by the City. In addition, we are adding the requirement that if, in the future, the property can be annexed, the property will be annexed into the city. If the property is not annexed, the City retains the right to terminate water services at that point.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

I move to adopt the resolution authorizing water service outside of the city limits to be provided to Mrs. Jennifer Montgomery at 13584 Christian Drive, pursuant to the conditions of the resolution.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING WATER SERVICE OUTSIDE OF THE CITY LIMITS
FOR PROPERTY LOCATED AT 13584 CHRISTIAN DRIVE**

WHEREAS, Mrs. Jennifer Montgomery, has property located at 13584 Christian Drive, and has requested that she be allowed to obtain water from the City of Northport for this property; and

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

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

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

- 1) As allowed by Northport Municipal Code Section 74-237, the City Council hereby agrees to provide water service to the property located at 13584 Christian Drive, by majority vote of the City Council.
- 2) All costs of this connection shall be paid by the applicant and not by the City of Northport.
- 3) The applicant agrees that if at any time this property becomes contiguous to the city limits, that the property will be annexed in the City of Northport. If the applicant or future owner of this property refuses to annex into the city, then the City reserves the right to terminate water services to this property at that time.

RESOLVED AND DONE THIS _____ DAY OF _____ 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: _____, 2025

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: January 21, 2025

SUBJECT: Resolution Authorizing the City Administrator to Execute a Right-of-Way Use Agreement with West Alabama Food & Wine Festival for 2025

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Williams

Approved By: Tera Tubbs

Summary:

The Engineering department respectfully request that the City Council authorize the City Administrator to execute a Right-of-Way Use Agreement with West Alabama Food & wine Festival. The 2025 West Alabama Food & Wine Festival is scheduled for Sunday, April 27, 2025 in downtown Northport, with an alternate date of May 4, 2025 in the event of inclement weather. This agreement will allow for the placement of tents, chairs, etc. in the right-of-way for the event set-up. The Right-of-Way Use Agreement is attached.

Recommendation:

That the resolution be approved.

Funding Source/GL Code:

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to execute a Right-of-Way Use Agreement with West Alabama Food & Wine Festival for 2025.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
RIGHT-OF-WAY USE AGREEMENT WITH WEST ALABAMA FOOD & WINE
FESTIVAL**

WHEREAS, the Engineering Department respectfully requests the City Council authorize the City Administrator to execute a Right-of-Way Use Agreement with West Alabama Food & Wine Festival; and

WHEREAS, the Right-of-Way Use Agreement will allow placement of tents, chairs, etc. along Main Avenue in downtown Northport for the 2025 Food & Wine Festival scheduled on April 27, 2025, and the alternate date of May 4, 2025; and

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 Right-of-Way Use Agreement with West Alabama Food & Wine Festival for the event scheduled on April 27, 2025, and the alternate date of May 4, 2025.

RESOLVED AND DONE THIS _____ DAY OF _____ 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: January 21, 2025

Motion: _____

Second: _____

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)
CITY OF NORTHPORT)

MUNICIPAL RIGHT OF WAY PERMIT TO WEST ALABAMA FOOD & WINE FESTIVAL

This agreement for permission made the 13th day of January 2025, between the City of Northport, a Municipal Corporation, hereinafter referred to as "City" or "Grantor", and West Alabama Food & Wine Festival hereinafter referred to as "Grantee".

The City hereby grants permission to Grantee to use the City's right-of-way for placement of tents, chairs, etc. along Main Avenue in downtown Northport, Alabama between 428 Main Avenue and 218 Main Avenue for the 2025 West Alabama Food & Wine Festival on April 27, 2025. The permissions granted pursuant to this permit shall be limited solely to the location and purposes as described above and shall not be construed as a franchise agreement to utilize the public right of way for commercial or business purposes. A depiction of the permitted area attached hereto as Exhibit "A".

1. Term. The permissions granted herein shall be possessed and enjoyed by Grantee for only so long as the conditions of this permit are complied with, unless otherwise terminated sooner as provided for herein.
2. Rights of City. The City retains full title and ownership to all aspects and portions of the right-of-way, and Grantee hereby grants, transfers and conveys all right, title, and interest in the improvements constructed thereon free and clear of all liens or encumbrances to the City. The City further reserves its full police and municipal powers in regard to said right-of-way and the improvements thereon, including but not limited to the right to the use and enjoyment of the right-of-way to the fullest possible extent, including the right to exercise traffic control, pedestrian access, and parking regulations. It is understood by and between the City and the Grantee that this is a non-exclusive permit and the City reserves the right to convey similar or other permits to public utilities or private parties. This permit is a mere license and as such confers no property or legal interest.
3. Maintenance. Grantee shall be solely responsible for and shall bear all cost of upkeep and maintenance of the improvements. In the event said improvements fall into a state of disrepair or become unsightly or unsafe, the City shall have the right to remove said improvements and shall receive reimbursement from Grantee for the cost of said removal. If the permitted area is damaged by the use of the Grantee pursuant to this permit, the City shall have the right to repair the area and the Grantee agrees to pay the cost of such repair.
4. Northport Guidelines. During the construction of the improvements, Grantee will coordinate any temporary pedestrian or motor vehicle traffic rerouting with the Northport Police Department. Grantee shall follow all applicable Northport guidelines for work zones so as to keep disruption to a minimum.
5. Termination/Removal. The City shall have the absolute right to terminate this permit upon written notice to Grantee and to require removal in whole or in part by Grantee of said improvements for any reason whatsoever. In the event the City exercises any of its rights pursuant to this permit,

Grantee does hereby waive and release any and all claims, suits, causes of action or judgments against the City of Northport, its officers, agents, or employees including but not limited to claims pursuant to Section 235 of the Alabama Constitution and 42 USC §1983 and agrees to indemnify and hold harmless the City, its officers, agents, and employees of and from any claim, cause of action or judgment arising out of or in any manner associated with any suspension, modification or termination of the permit.

6. Utilities. There may be utilities, such as power, gas, etc., located in the right-of-way. Therefore, the City grants permission to Grantee subject to the rights of any utility companies, franchises, or other utilities, including the City itself, which may now or in the future utilize City of Northport's right-of-way. Grantee shall be responsible for determining the location of all utilities and for any damages to the same as may occur as a result of Grantee's activities. Furthermore, Grantee accepts responsibility for any costs incurred in connection with the repair, maintenance or replacement of any utilities affected by the issuance of this permit.
7. Laws and Regulations. Grantee agrees, to and shall at all times, comply with all applicable federal, state and local laws and regulations.
8. Indemnity. Grantee agrees to be solely responsible for the safety and welfare of its members and those persons participating with them, and for the general public, in or about the permitted area in relation to this permit. Further, Grantee agrees and does hereby forever release, indemnify and hold harmless the City of Northport, its officers, agents and employees, of and from any and all demands, claims, suits, judgments and/or damages of any sort, including, but not limited to, property damage, personal injury and/or death arising out of or in any way related to any activity or conduct pursuant to this permit.
9. No Personal Liability of Public Official. In carrying out any of the provisions hereof in exercising any authority granted by the permit, there will be no personal liability upon any public official.
10. Non-Discrimination. The Grantee shall not discriminate against any person because of race, color, sex, age, disability, religion or national origin, and shall further comply with all pertinent local, state and federal laws and regulations.
11. Non-Assignable. This permit is non-renewable, non-transferable, non-assignable and issued to the Grantee solely for the purpose(s) stated herein. This permit shall not be construed against the party who drafted it.
12. Covenant to Run with Premises. Grantee does hereby agree that the conditions herein imposed upon Grantee shall be as and for a covenant running with the premises and shall be binding on the Grantee until such time as the City terminates this permit or until a new permit is issued to a new or subsequent Grantee. In the event that Grantee seeks to negotiate and or completes the sale or conveyance the property located along Main Avenue in downtown Northport between 428 Main Avenue and 218 Main Avenue, it shall be responsibility of the Grantee to provide notice to any party or entity acquiring title to Main Avenue of the existence of this permit and the responsibilities associated thereto. Until such time as the City either terminates this permit or

issues a new permit to a subsequent Grantee, Grantee shall be responsible and bound by all terms of this permit.

13. MISCELLANEOUS:

Capacity: Grantee represents and warrants to the City as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That it has full power and capacity to obtain this permit and to perform the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, Grantee has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this permit and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- D. That Grantee has duly authorized and empowered a representative to execute this permit on their respective behalf and the execution of this permit by such representative fully and completely binds the Party to the terms and conditions hereof.
- E. That absent fraud, the execution of this permit by a representative of the Grantee shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent Grantee is a partnership, limited liability company or joint venture, the execution of this permit by any member thereof shall bind the Grantee and to the extent that the execution of the permit is limited to a manager, managing partner or specific member then the person so executing this permit is duly authorized to act in such capacity for the Grantee.
- F. That Grantee represents and warrants to the City that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon its ability to perform pursuant to the terms and conditions of this permit.
- G. That Grantee has obtained any and all required license, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this permit.
- H. This permit constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - (1) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights;
 - (2) General principles of equity, regardless of whether such enforceability is

considered as a proceeding at equity or at law.

I. Neither party will enter into any agreement to do anything prohibited in this permit or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.

J. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this permit;

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

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this permit.

Final Integration: This permit constitutes the entire permit, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this permit, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party, which is not contained in this Agreement or expressly referred to herein have been relied on by any party in entering into this Agreement.

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

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

Liability of the City or City Officials: Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials or City employees as set forth herein are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

Binding Effect: This permit shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.

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

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

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

Governing Laws: The laws of the State of Alabama shall govern the validity of this permit, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this permit.

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

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

The definitions set forth in any portion of this permit unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Severability. Each provision of this permit shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this permit that are valid, but this permit shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

No present or future official, officer or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

Executed on this the _____ day of _____, 2025.

West Alabama Food & Wine Festival

By: _____

Its: _____

**CITY OF NORTHPORT, A Municipal
Corporation**

By: _____

Glenda D. Webb, City Administrator of the
City of Northport

ATTEST:



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: January 21, 2025

SUBJECT: Resolution Authorizing Special Permit for Date Night on the Bunny Trail 2025

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Whitney Bostick

Approved By: Glenda Webb

Summary:

This resolution will grant a Special Permit to the Junior League of Tuscaloosa for the 2025 Date Night on the Bunny Trail. The special permit will allow for the possession, sale, and consumption of alcohol at Shirley Place on March 28, 2025. Junior League of Tuscaloosa will contract with a properly licensed alcohol vendor. This vendor will be required to follow all state and local laws regarding the sale, distribution, and consumption of alcohol, including the proper licenses from the State ABC Board.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

Motion for Consideration:

I move to adopt the resolution granting a Special Permit to the Junior League of Tuscaloosa for the 2025 Date Night on the Bunny Trail. The special permit will allow for the possession, sale, and consumption of alcohol at Shirley Place on March 28, 2025.

RESOLUTION NO.

**RESOLUTION AUTHORIZING A SPECIAL PERMIT FOR THE 2025 DATE NIGHT ON
THE BUNNY TRAIL**

WHEREAS, the first annual Date Night on the Bunny Trail is scheduled for March 28, 2025, at Shirley Place; and

WHEREAS, the Event would like to allow the sale of alcoholic beverages by a properly licensed vendor; and

WHEREAS, the City Council has previously amended sections of the Municipal Code that allow for the possession, sale, and consumption of alcoholic beverages in a city park or recreation area by special permit granted the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama, hereby grants a Special Permit that will allow for the possession, sale, and consumption of alcoholic beverages at Shirley Place for March 28, 2025, providing the following:

1. That the sale of alcohol will be provided by a properly licensed vendor.
2. That the properly licensed vendor will comply with all state and local laws regarding the sale, distribution, and consumption of alcohol, including the proper licenses from the State ABC Board.
3. That under no circumstances will patrons be allowed to leave the fenced vendor area of Shirley Place with alcoholic beverages.
4. That the established hours of alcohol sales are from 5:00 until 9:00p.m. on Friday, March 28, 2025.

RESOLVED AND DONE THIS _____ DAY OF _____, 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo
Council President

ATTESTED:

Glenda D. Webb
City Administrator/Clerk

Reading: January 21, 2025
Motion:
Second:



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: January 21, 2025

SUBJECT: Resolution Authorizing the City Administrator to Terminate the Current Low Bidder for Lawn Care

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

On July 11, 2024 the City Council authorized the award of Lawn Care Maintenance to Terrance Grant DBA Grants Quality Lawn Care in the amount of \$25.00 per hour. Due to inability to perform, the Planning and Inspections department is requesting that the contract with Grants Quality Lawn Care be terminated.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

I move that the City Council authorize the City Administrator to terminate the contract with Grants Quality Lawn Care for lawn care maintenance.

RESOLUTION NO.

**RESOLUTION TERMINATING CONTRACT FOR BID FILE NO. 24-02
LAWN CARE MAINTENANCE**

WHEREAS, on May 8, 2024, the Planning and Inspections Department received proposals for Bid File No. 24-02, *Lawn Maintenance Service*; and

WHEREAS, Grant's Quality Lawn Care was awarded the contract via Resolution 24-80 on May 20th, 2024, but is no longer able to perform the duties thereof; and

WHEREAS, said bid specified that the bid may be rejected or contract terminated in the event of inability or failure to perform.

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

1. The City Council terminates the contract with Terrence Grant dba Grant's Quality Lawn Care, as awarded via Resolution 24-80, due to inability to perform.
2. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

RESOLVED AND DONE this 21st day of January, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: January 21, 2025

Motion:

Second:



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: January 21, 2025

SUBJECT: Resolution Awarding Bid for Bid File No. 24-02 Lawn Care Maintenance to Landon Camp DBA Navy Oaks Services, LLC

Unfinished Business:

New Business: X

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

The Planning and Inspections Department received bids for Lawn Care Maintenance on July 11, 2024, and Landon Camp DBA Navy Oaks Services, LLC, was the lowest responsible bidder. As per this resolution, Landon Camp, will be used by the City for all weed abatement services.

Bids were submitted on an hourly rate and the amount of the winning bid was \$80.00 per hour. The contract will be for a 12-month period beginning July 11, 2024, and expire on July 11, 2025.

Recommendation:

Approve the attached resolution to accept and award the bid to Landon Camp DBA Navy Oaks Services, LLC.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

I move to adopt the resolution awarding bid for Lawn Care Maintenance Bid File No. 24-02 to Landon Camp DBA Navy Oaks Services, LLC and to authorize the City Administrator to approve, as needed, all purchase requisitions for lawn maintenance using the hourly price from said bid file.

RESOLUTION NO.

**RESOLUTION AWARDING CONTRACT FOR BID FILE NO. 24-02
LAWN CARE MAINTENANCE**

WHEREAS, on May 8, 2024, the Planning and Inspections Department received proposals for Bid File No. 24-02, *Lawn Maintenance Service*; and

WHEREAS, the initial contract with Grant's Quality Lawn Care was terminated due to inability to continue to perform the duties under the contract; and

WHEREAS, Navy Oaks Services, LLC is now the lowest responsive and responsible bidder for Bid File No. 24-02; and

WHEREAS, said bid specified a one (1) year term beginning July 11, 2024 and ending July 11, 2025.

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

1. The City Council awards the bid to Navy Oaks Services, LLC, the bidder meeting specification and having the lowest hourly price as itemized in the bid tabulation attached as Exhibit "A".
2. That the City Administrator is hereby authorized to approve, as needed, all purchase requisitions for lawn maintenance services using the hourly rates from said bid file.

RESOLVED AND DONE this 21st day of January, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

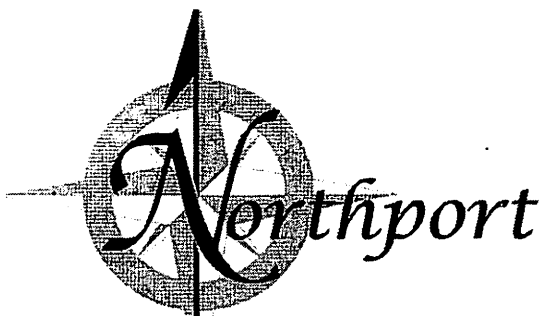
BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: January 21, 2025
Motion:
Second:

Exhibit A



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

BID FORM (PAGE 1 of 2)

Must type or print legibly in ink

Bid File Number 24-02

LAWN MAINTENANCE SERVICE

Company or Individual Name: Navy Oaks Services LLC. / London Camp

Mailing Address: 20728 Jimmy Lunceford Rd. Northport AL

Office Phone: _____ Cell Phone: 205-820-7424

How many years has company has been in business? 2

Names of Officers/Owners: 1

Current Number of Employees: 2

Brief description of company (attach additional sheets as necessary):

lawn care, landscaping, tree trimming, junk removal, small excavating

History of defaults, contract terminations or bankruptcies (attach sheets as necessary):

none

Please list clients comparable to Northport for whom you are/have provided services (attach sheets as necessary).

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Years of Service</u>
1. <u>Boysen</u>	<u>17520 Brookwood Pkwy, Vance AL</u>	<u>205-722-5350</u>	<u>2 years</u>
2. <u>Sulphur Springs FWR Church</u>	<u>21048 Old Jasper Rd Northport, AL</u>	<u>205-333-3200</u>	<u>10 years</u>
3. <u>North River Salon & Wellness</u>	<u>1051 Rice Valley Rd. North Tuscaloosa AL</u>	<u>205-462-3085</u>	<u>2 years</u>

I certify that the information supplied herein is true and correct.

London Camp
Signature

5-8-2024
Date

London Camp Owner/Operator
Printed Name and Title



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

BID FORM (PAGE 2 of 2)

Must type or print legibly in ink

Bid File Number 24-02

LAWN MAINTENANCE SERVICE

Cost shall be submitted as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges and is the cost the City will pay, for the one (1) year term of any contract that is a result of this bid.

Company or individual name: _____

<u>Unit of Measure</u>	<u>Unit Cost</u>
Hourly Rate	\$ <u>80</u>

1. City will pay Contractor upon successful completion and acceptance of services, within thirty (30) days upon receipt of invoice.
2. Bid amount is for total, hourly cost to the City for work performed (not per person or worker).
3. Invoices will be approved by the Planning & Inspections Department.
4. If a tabulation of bids is desired, enclose a self-addressed stamped envelope when submitting bid proposal. If more convenient, tabulations will be available for pickup after final award.
5. **AWARDED CONTRACTOR MUST SUBMIT PROOF OF REQUIRED INSURANCE PRIOR TO CONTRACT BEGINNING DATE (SEE SECTION B).**
6. **AWARDED CONTRACTOR MUST HAVE OR OBTAIN A NORTHPORT BUSINESS LICENSE PRIOR TO CONTRACT BEGINNING DATE (SEE SECTION B).**

Lawn Maintenance Service
Navy Oaks Services

Bid File 24-02

5-8-2024

QUALITY PARK PRODUCTS
1 21432

RECEIVED
05/08/2024
@9:40a



NAVYOAK-01

SLIGON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/6/2024

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 Powell Insurance Group 1641 North McFarland Blvd, Suite A-1 Tuscaloosa, AL 35406	CONTACT NAME: Ryan Powell
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS: Summer.Ligon@Acentria.com
	INSURER(S) AFFORDING COVERAGE: NAIC #
	INSURER A: Hartford Casualty Insurance Company 29424
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED

Navy Oaks Services, LLC
20728 Jimmy Lunceford Rd
Northport, AL 35475

COVERAGES

CERTIFICATE NUMBER:

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:			21SBAAAX4ZR3	5/11/2023	5/11/2024	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
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in AL) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Northport
P.O. 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

EXHIBIT "A"
BID TABULATION - BID FILE NO. 24-02
CITY OF NORTHPORT
LAWN MAINTENANCE
Bid Opening May 8, 2022
10:00 A.M.

BIDDER	TOTAL AMOUNT (HOURLY RATE)
Terrence Grant	\$25.00
All Things Lawn Maintenance	\$82.50
Milligan Family Farm	\$109.00
Navy Oaks Services	\$80.00
Taylor Fencing Plus	\$95.00
Steven's Wack n Sack	\$154.00
Hudco Landscape	\$150.00

Chris Cunningham
Opened By

M Williams
Witnessed By

[Signature]
Witnessed By



Mayor • Dr. John Hinton

Council Members

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District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

**ADVERTISEMENT FOR BIDS
City of Northport, Alabama**

Bid File Number 24-02

LAWN MAINTENANCE SERVICE

Separate sealed BIDS for **Lawn Maintenance/Cutting Service** will be received by THE CITY OF NORTHPORT in the Council Conference Room at 3500 McFarland Blvd, Northport, AL, until 10:00 a.m. (local time), Wednesday, May 8, 2024, and then at said office publicly opened and read aloud.

The contract will consist of lawn cutting on private or public properties. Bids may not be withdrawn for thirty (30) days from the date of the bid opening.

The complete contract documents may be examined and obtained from the Planning & Inspections Department, located at Northport City Hall, 3500 McFarland Boulevard, Northport, Alabama 35476, or on the city's website, www.cityofnorthport.org, on the 'Public Notices' page.

All bidders must be able to obtain a Northport business license for the type of work for which the proposal is submitted if the bidder receives the contract.

The City of Northport reserves the right to waive any formality or to reject any and all bids.

Officer Ray McVay
Code Enforcement



Mayor • Dr. John Hinton

Council Members

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District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

BID FILE NUMBER: 24-02

ISSUE DATE: April 17, 2024

BIDS WILL BE OPENED WEDNESDAY, MAY 8, 2024, AT 10:00 AM, IN THE COUNCIL CONFERENCE ROOM, 3500 MCFARLAND BLVD, NORTHPORT, AL, AND MAY NOT BE WITHDRAWN FOR THIRTY (30) DAYS AFTER SAID DATE.

SECTION A - GENERAL CONDITIONS

1. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- a) All bid submittals must be on the enclosed Bid Forms and all spaces for bid prices shall be filled in ink or typewritten.
- b) Bidder will not include federal taxes nor State of Alabama sales, excise, and use taxes in bid prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- c) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- d) Bidders are advised that all City Contracts are subject to all legal requirements provided for the Purchasing ordinance and/or State and Federal Statutes.
- e) Before submitting a Bid, the Bidder should be familiar with all contract conditions referred to in this document and any Addenda issued before the proposal submission date. Such Addenda will be incorporated with the Bid and shall be made a part of the contract documents. It shall be the Bidder's responsibility to ensure the Bid includes an acknowledgment of the receipt of all Addenda issued along with the Bid, the Bidder's Qualifications Statement and any other required documents.
- f) The bid amount will be for TOTAL cost to the City, per hour. Not a per person amount.

2. STATEMENT OF QUALIFICATIONS

Each bidder must complete and submit the included Bid Form, which will be used by the City to determine the ability of the Bidder to perform the work contemplated under this contract.

- a) The following license and permit information shall be provided:
 1. The bidder's City of Northport Business License (not required to submit a bid, but must be obtained upon contract award).
 2. Proof of liability insurance (not required to submit a bid, but must be obtained upon contract award).



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- b) Failure to provide the above information will automatically result in a rejection of the bidder's submission. The City reserves the right to require additional documentation to support and/or clarify information provided.

3. SUBMISSION OF BIDS

- a) Bids and changes thereto shall be enclosed in sealed envelopes addressed to Morgan Williams, Planning & Inspections, 3500 McFarland Blvd, Northport, Alabama 35476. **The name, address of the bidder, the bid file number, the date and hour of the bid opening shall be placed on the outside of the envelope.**
- b) If the Bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to Morgan Williams, Planning & Inspections, 3500 McFarland Blvd., Northport, Alabama 35476.
- c) Bids must be submitted on the forms furnished. Telegraphic bids will not be considered.

4. RIGHT TO REJECT BIDS

- a) The City may, however, reject all bids whenever it is deemed in the best interest of the City. The City may also waive any minor informalities or irregularities in any bid.
- b) The City reserves the right to reject any or all bids, to waive minor defects or technicalities, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the City may deem necessary and in its interest.
- c) The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work. In addition to the information required in Section A, Item 2, the Bidder shall furnish to the City any other information and data for this purpose as the City may request.
- d) The City reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.
- e) Bidders must comply with all applicable local, state, and federal laws, codes and regulations.

5. WITHDRAWAL OF BIDS

- a) Bids may be withdrawn prior to the time set for the bid opening.
- b) Bids may not be withdrawn for 30 days after the time and date set for the bid opening.

6. LATE BIDS OR MODIFICATIONS

- a) Bids and modifications received after the time set for the bid opening will not be considered.
- b) Modifications in writing received prior to the time set for the bid opening will be accepted.



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7. AWARD OF CONTRACT

- a) The contract will be awarded to the lowest responsible bidder.
- b) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded based on location and/or experience.
- c) A written award of acceptance, mailed or otherwise furnished to the successful bidder shall result in a binding contract.

8. COLLUSION

- a) The bidder, by affixing his signature to this proposal, agrees to the following: “Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.”

9. CONTRACT TERMINATION

- a) The City of Northport reserves the right to cancel this contract without cause or any portion thereof by giving ten (10) working days written notice to the Contractor.

SECTION B – SPECIAL CONDITIONS

1. LENGTH OF CONTRACT

- (a) This request is for the establishment of HOURLY PRICES for a 12 month period beginning July 11, 2024, and ending July 11, 2025. **Contract may be renewed for an additional 12 months upon written agreement of both parties.**

2. REQUESTS FOR CLARIFICATION

- (a) Any questions concerning this request should be directed to Officer Ray McVay, Code Enforcement, at (205) 339-7000.

3. BONDS & CITY LICENSE REQUIREMENTS

- (a) A bid bond is not required
- (b) The contractor must have or be able to obtain a City of Northport business license.



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4. INSURANCE REQUIREMENTS

- (a) Insurance Required. The Contractor shall maintain such insurance as will protect him/her from claims under workmen's compensation acts and from any other claims for damages to property, and or personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the City and shall be subject to the City's approval for adequacy of protection.

Insurance shall be written in comprehensive form by insurance companies rated A- or better by A.M. BEST and shall protect the Contractor and the City against claims for injuries to members of public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees or subcontractors and shall cover both on-site and off-site operations under this contract and insurance coverage shall extend to any motor vehicles or other related equipment, irrespective of whether the same is owned, non-owned or hired.

The obtaining and maintaining by Contractor and subcontractors of the insurance required herein does not relieve the Contractor of any responsibilities, obligations, or duties to the City pursuant to this contract.

- (b) Indemnity: The contractor shall indemnify and hold harmless, the city from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against him/her by reason of any act or omission of the said Contractor, his agents or employees, in execution of the work in the guarding of it. The limits of insurance are as follows: Comprehensive General Liability- policy covering bodily injury and property damage including premises, operations, products, and completed operations. \$500,000 per occurrence and \$1,000,000 aggregate.

Contractor agrees to indemnify and/or reimburse the City for any fines, violations, charges, suits, or sums of money imposed by the Alabama Department of Environmental Management (ADEM), Environmental Protection Agency (EPA), or any administrative agency on the City of Northport for any sewage or contaminate discharged or Wetlands regulations violation as a result of or arising out of the work by the contractor pursuant to this agreement.

- (c) Automobile Liability. Policy covering injury and property damage \$500,000 per occurrence and \$1,000,000 aggregate. Contractors Liability Insurance shall be effective for the duration of the work, plus any period of guarantee,
- (d) City's Right to Review Coverage. The City shall have the right to inspect and approve Contractor's insurance coverage herein required. Should the City deem it advisable to modify the coverage in any way, it shall so request of the Contractor in writing and should the Contractor fail to modify the coverage; the City may pay the cost of any increased coverage to take credit for any decreases as may be appropriate. Review or acceptance of insurance by the City or representatives of the City shall not relieve or decrease the responsibility of the Contractor hereunder.



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- (e) No Personal Liability of Public Officials: In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

SECTION C – SPECIFICATIONS

The following describes the minimum specifications and requirements of work:

1. RESPONSIBILITIES OF THE CONTRACTOR

- a) CONTRACTOR SHALL PERFORM MOWING, GRASS TRIMMING, LIGHT SHRUBBERY TRIMMING, AND THE REMOVAL OF LITTER, TRASH, AND LIGHT DEBRIS, SUCH AS TREE LIMBS. THE PROPERTIES INVOLVED WILL BE VACANT LOTS, OR RESIDENTIAL OR COMMERCIAL PROPERTIES THAT HAVE BEEN DETERMINED TO BE IN VIOLATION OF CITY ORDINANCES. THE CONTRACTOR WILL NOT BE REQUIRED TO CUT HEAVY GROWTH, BRUSH, OR HEAVY SHRUBBERY (I.E. “BUSH HOGGING”), TRIM TREES, REMOVE TREES, OR REMOVE DOWNED TREES.
- b) CONTRACTOR SHALL TRIM GRASS AROUND FOUNDATION OF ANY STRUCTURES (E.G. HOUSE, GARAGE, STORAGE SHED, ETC) AND FENCES. EDGING OF SIDEWALKS OR DRIVEWAYS IS NOT REQUIRED.
- c) CONTRACTOR MUST PROVIDE A WORKING, RELIABLE TELEPHONE NUMBER FOR SERVICE AREA CALLS.
- d) CONTRACTOR SHALL PERFORM WORK ON A TOTAL HOURLY RATE (I.E. NOT DEPENDENT ON NUMBER OF WORKERS). THE CITY WILL PAY A TWO-HOUR MINIMUM FOR EACH PROPERTY. ADDITIONAL TIME REQUIRED PER SITE WILL BE CHARGED AT THE SAME HOURLY RATE IN HALF-HOUR INCREMENTS. IF CONTRACTOR BELIEVES SITE WILL REQUIRE MORE THAN TWO HOURS OF WORK, THE CONTRACTOR WILL CONTACT THE CODE ENFORCEMENT OFFICER PRIOR TO BEGINNING WORK.
- e) THE TOTAL NUMBER OF JOBS ANNUALLY IS UNKNOWN. IN THE PAST 12 MONTHS, THE CITY IDENTIFIED APPROXIMATELY TWENTY (20) JOB SITES.
- f) Contractor will be contacted as needed by the Code Enforcement Officer and must perform designated maintenance for each site within seven (7) calendar days of notification. The number of sites and frequency of maintenance shall be at the sole discretion of the City. Some sites may require repeat maintenance.
- g) Contractor shall provide monthly invoices before the end of each month to the Department of Planning & Inspections for approval. Invoices must include each individual site listed by address or location, date of maintenance, number of hours, and total charges per location.
- h) Contractor shall notify the Code Enforcement Officer via phone or email within 24 hours of when each site is complete.
- i) Contractor shall provide the insurance coverage required.



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- j) Contractor shall furnish all necessary labor, supervision, equipment, materials, tools, transportation, supplies, insurance, licenses, and permits necessary to properly and legally complete the service functions of the Contract in an orderly and workmanlike manner.
- k) **Contractor is responsible for removal of all clippings, trimmings, litter, trash, and light debris from job site. It is not permissible to leave material curbside for City pickup.**
- l) Contractor shall supervise and direct the work of his employees to the best of his or her ability and be solely responsible for all techniques, procedures, coordination of services, and actions by his employees.
- m) Contractor service personnel shall maintain a neat appearance in suitable clothing.
- n) The Contractor shall ensure employees are equipped with adequate personal protective equipment while performing contract services. Such personal protective equipment may include, but is not limited to; goggles, safety glasses, face shields, gloves, safety vests, protective masks, etc.
- o) **Contractor shall take great care not to damage any private or city property. Any damages or repairs shall be the responsibility of the contractor.**
- p) The Contractor shall designate a project manager responsible for project performance and who shall be the City's primary point of contact regarding this project.
- q) Subcontractors may not be used to perform work in this contract.
- r) The contractor shall take all necessary precautions for the safety of employees on the Project and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on or about or adjacent to the premises where the project is being performed. He shall erect and properly maintain at all times, as required by conditions, and progress of the Project, all necessary safeguards for the protection of workmen and the public.
- s) Before the Project is considered as complete, all debris created by or in connection with the project must be removed by the Contractor and the premises left in a condition by the Contractor satisfactory to the City. Street, curbs, crosswalks, pavements, sidewalks, fences and other public and private property disturbed shall be restored to their former condition or better, and final payment will be withheld until such work is finished by the Contractor.

2. WORK HOURS AND SCHEDULING

- (a) All work must be performed between the hours of 7:00am and 5:00pm, Monday through Friday, excluding City Holidays.
- (b) Contractor shall provide the City with the name, business phone and cell phone number of person to be contacted to schedule all work. The contractor will be contacted as needed by the Code Enforcement Officer and must perform designated maintenance for each site within seven (7) calendar days of notification.



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BID FORM (PAGE 1 of 2)

Must type or print legibly in ink

**Bid File Number 24-02
LAWN MAINTENANCE SERVICE**

Company or Individual Name: _____

Mailing Address: _____

Office Phone: _____ Cell Phone: _____

How many years has company has been in business? _____

Names of Officers/Owners: _____

Current Number of Employees: _____

Brief description of company (attach additional sheets as necessary):

History of defaults, contract terminations or bankruptcies (attach sheets as necessary):

Please list clients comparable to Northport for whom you are/have provided services (attach sheets as necessary).

	<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Years of Service</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

I certify that the information supplied herein is true and correct.

Signature

Date

Printed Name and Title



Mayor • Dr. John Hinton

Council Members

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BID FORM (PAGE 2 of 2)

Must type or print legibly in ink

Bid File Number 24-02

LAWN MAINTENANCE SERVICE

Cost shall be submitted as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The cost quoted below shall include all taxes and all other charges and is the cost the City will pay, for the one (1) year term of any contract that is a result of this bid.

Company or individual name: _____

<u>Unit of Measure</u>	<u>Unit Cost</u>
Hourly Rate	\$ _____

1. City will pay Contractor upon successful completion and acceptance of services, within thirty (30) days upon receipt of invoice.
2. Bid amount is for total, hourly cost to the City for work performed (not per person or worker).
3. Invoices will be approved by the Planning & Inspections Department.
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District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

**ADVERTISEMENT FOR BIDS
City of Northport, Alabama**

Bid File Number 24-02

LAWN MAINTENANCE SERVICE

Separate sealed BIDS for **Lawn Maintenance/Cutting Service** will be received by THE CITY OF NORTHPORT in the Council Conference Room at 3500 McFarland Blvd, Northport, AL, until 10:00 a.m. (local time), Tuesday, May 7, 2024, and then at said office publicly opened and read aloud.

The contract will consist of lawn cutting on private or public properties. Bids may not be withdrawn for thirty (30) days from the date of the bid opening.

The complete contract documents may be examined and obtained from the Planning & Inspections Department, located at Northport City Hall, 3500 McFarland Boulevard, Northport, Alabama 35476, or on the city's website, www.cityofnorthport.org, on the 'Public Notices' page.

All bidders must be able to obtain a Northport business license for the type of work for which the proposal is submitted if the bidder receives the contract.

The City of Northport reserves the right to waive any formality or to reject any and all bids.

Officer Ray McVay
Code Enforcement



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: January 21, 2025

SUBJECT: Resolution Awarding Bid for Sewer Repairs on Chestertown Trace

Unfinished Business:

New Business:

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

On January 9, 2025, the Utilities Department accepted bids for sewer repairs on Chestertown Trace. The lowest bidder meeting specifications is APEX Civil Construction, LLC, in the amount of \$77,300.26, as shown in the attached bid tabulation.

Recommendation:

Award the bid for sewer repairs on Chestertown Trace to the lowest bidder meeting specifications as shown on the attached bid tabulation.

Funding Source/GL Code:

GL Code No. 50-39-600-80007 Amount: \$77,300.26

Motion for Consideration:

I move to approve the resolution awarding the bid for sewer repairs on Chestertown Trace, to APEX Civil Construction, Inc, the lowest qualified bidder meeting specifications and authorize the City Administrator to execute necessary documents for the project.

RESOLUTION NO. 25-

**RESOLUTION AWARDING BID FOR SEWER REPAIRS ON CHESTERTOWN
TRACE**

WHEREAS, the Utilities Department accepted bids on January 9, 2025 for sewer repairs on Chestertown Trace; and

WHEREAS, three (3) bids were accepted; and

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

- 1) The city council awards the bid to APEX Civil Construction, Inc., the lowest bidder meeting specifications in the bid tabulation attached as "Exhibit A", in the amount of \$77,300.26.
- 2) That the City Administrator is hereby authorized to execute the necessary documents and requisition needed to proceed with the project.

RESOLVED AND DONE THIS _____ DAY OF _____ 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: _____, 2025

Motion: _____

Second: _____

EXHIBIT A

CERTIFICATE				TABULATION OF BIDS					
I, LizAnne Espy Sutherland, P.E., a Registered Professional Engineer in the State of Alabama and of the firm, The Cassady Company, Inc., do hereby certify that, to the best of my knowledge, the following Tabulation of Bids is true and correct.  LizAnne Espy Sutherland, P.E. Alabama Registration No. 50175				For the construction of Chestertown Trace Sewer Repair for the City of Northport, Alabama with proposals received by email until 12:00 p.m., local time, on Thursday, January 9, 2025, to Project Engineer, LizAnne Sutherland at lespy@thecassadyco.com.					
				Apex Civil Construction, LLC 13552 Wheat Circle Coker AL 35452 (205) 361-5797		Price Civil Services, Inc. Post Office Box 267 Vance AL 35490 (205) 764-6800		REV Construction, Inc. 5801 Grover Burchfield Drive Tuscaloosa AL 35401 (205) 349-1860	
BID ITEM NO.	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1.0	LS	Mobilization	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00
2	1.0	Each	Connection to Existing 4-Inch Sewer Lateral	\$3,920.48	\$3,920.48	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
3	2.0	Each	Connection to Existing 8-Inch Sewer Main	\$9,925.19	\$19,850.38 *	\$5,000.00	\$10,000.00	\$2,800.00	\$5,600.00
4	20.0	LF	4-Inch PVC SDR 26 ASTM D3034 Sewer Lateral	\$25.00	\$500.00	\$75.00	\$1,500.00	\$150.00	\$3,000.00
5	80.0	LF	10-Inch Ductile Iron Gravity Sewer Main (CL350)	\$161.43	\$12,914.40 *	\$200.00	\$16,000.00	\$260.00	\$20,800.00
6	1.0	LS	Wastewater Flow Control	\$10,200.00	\$10,200.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
7	260.0	Tons	Select Limestone Backfill - ALDOT 825B, Compacted in a Maximum of 8" Lifts	\$20.00	\$5,200.00	\$40.00	\$10,400.00	\$55.00	\$14,300.00
8	430.0	SY	Planing Existing Pavement (Approx. 1.5")	\$3.00	\$1,290.00	\$4.00	\$1,720.00	\$5.00	\$2,150.00
9	50.0	Tons	Asphalt Wearing Surface (@165 lbs/SY)	\$230.00	\$11,500.00	\$273.00	\$13,650.00	\$310.00	\$15,500.00
10	35.0	Tons	Asphalt Patching (@440 lbs/SY)	\$80.00	\$2,800.00	\$182.00	\$6,370.00	\$215.00	\$7,525.00
11	1.0	LS	Traffic Control and Construction Signs	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
12	1.0	LS	Temporary Erosion Control Management and Maintenance	\$2,125.00	\$2,125.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
TOTAL BASE BID					\$77,300.26 *		\$97,140.00		\$98,375.00

*Base Bid Calculation: \$

*Denotes Calculation Error

Certified Bid Tabulation
 Chestertown Trace Sewer Repair
 City of Northport, Alabama



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

AGENDA ITEM NO. 9.b.9.

MEETING DATE: January 21, 2025

SUBJECT: Resolution Authorizing a Commercial Lease Agreement with Midstates Petroleum for Fueling Facilities

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Chris Cunningham

Approved By: Ron Davis

Summary:

This resolution authorizes the City Administrator to enter a commercial lease agreement with Midstate Petroleum Company, LLC for the fueling facility located at the Public Works facility on Harper Road. The negotiated lease agreement is for a five-year term that includes three additional five-year option periods at a monthly rent of \$2,500 per month and a three percent (3%) fuel discount for City of Northport fuel purchases. This lease will replace the previous lease with Moore Petroleum authorized in 1996 by Resolution 96-16, which was terminated due to the bankruptcy of Moore Petroleum's successor in interest, Mountain Express.

Recommendation:

Approve the attached resolution

Funding Source/GL Code:

N/A

Motion for Consideration:

I move to approve the resolution authorizing a commercial lease agreement with Midstates Petroleum for fueling facilities.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING A COMMERCIAL LEASE AGREEMENT WITH
MIDSTATES PETROLEUM FOR FUELING FACILITIES**

WHEREAS, the City of Northport owns the property at Harper Road known as the Public Works Compound; and

WHEREAS, the City has been negotiating with Midstates Petroleum Company, LLC, to lease certain parts of this property, namely an unmanned fueling station, commonly referred to as a cardlock system; and

WHEREAS, the City Council is of the opinion that entering into an agreement with Midstates Petroleum Company, LLC, to lease this certain part of the Public Works Compound on Harper Road is in the best interest of the citizens of the City of Northport, Alabama.

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

1. The City Administrator is hereby authorized to execute a commercial lease agreement with the Midstates Petroleum Company, LLC, that is substantially the same as the lease attached as Exhibit "A" incorporated herein by reference.
2. The City Administrator is authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this resolution.
3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed, including that commercial lease agreement authorized by Resolution No. 96-16.

RESOLVED AND DONE THIS _____ DAY OF _____, 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

APPROVED this the _____ day of _____ 2025.

Dr. John Hinton, Mayor

Exhibit “A”

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (this “Lease”) is made as of the ____ day of _____, 2025, by and between the **CITY OF NORTHPORT, ALABAMA**, an Alabama municipal corporation (“Landlord”) at 3500 McFarland Blvd., Northport, Alabama 35476, and **MIDSTATES PETROLEUM COMPANY, LLC**, an Alabama limited liability company with its principal address at 8596 Hwy 18, Vernon, Alabama 35592 (“Tenant”).

ARTICLE ONE BASIC TERMS

This Article One contains the Basic Terms of this Lease between Landlord and Tenant. Other Articles, Sections and paragraphs of this Lease referred to in this Article One explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

1.1. Date of Lease. This Lease is dated the ____ day of _____, 2025.

1.2. Property. The street address of the real estate to be leased is 1641 Harper Road, Northport, Alabama 35476 (the “Real Property”), and the Real Property as more particularly described on Exhibit A, together with the fixtures, improvements and appurtenances thereon (sometimes also referred to as the “Premises”).

1.3. Machinery and Equipment. The personal property to be demised shall consist of the personal property including the petroleum equipment including tanks, lines, pumps and canopy owned by Landlord located on the Real Property and described on Exhibit B (the “Machinery and Equipment”).

1.4. Term of Lease. The Lease Term shall commence on _____, 2025 (the “Commencement Date”), and shall end on _____, 2030 (the “Initial Term”). Tenant shall have the right to renew this Lease for 3 additional 5 year option periods. The term of the Lease will be automatically renewed and extended for each successive option period unless Tenant notifies Owner in writing of its intent not to renew at least 120 days prior to the expiration date of the then current term.

1.5. Permitted Uses. Tenant is leasing the Real Property and the Machinery and Equipment (collectively, the “Property”) for the operation of a card lock motor fuel dispensing facility.

1.6. Rent. The monthly Rent shall be \$ 2,500 per month due and payable on the 1st day of each month with the first payment due _____, 2025. The rent for each five-year option period will increase \$ 200 per month.

1.7. City of Northport Sales. On all fuel sales by Tenant to the City of Northport from the Premises, Tenant will discount the price off invoice by three (3%) percent.

ARTICLE TWO

OTHER CHARGES PAYABLE BY TENANT

2.1. Taxes on Personal Property. Prior to delinquency Tenant shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property, including Machinery and Equipment, located on the Real Property, and belonging to Tenant.

2.2. Real Property Taxes. Landlord shall pay all taxes on the Real Property and Machinery and Equipment owned by Landlord. Tenant will reimburse Landlord for all Real Property taxes and such Machinery and Equipment taxes during the Lease Term.

2.3. Utilities. During the Lease Term, Tenant shall pay promptly as and when the same become due and payable all utilities utilized by Tenant at the Property, including, but not limited to, all water rents, rates and charges, and all charges for electricity, garbage, trash or rubbish removal.

2.4. Insurance Policies.

(a) Liability Insurance. During the Lease Term, Tenant shall maintain a policy of commercial general liability insurance, with coverages and issued by a company reasonably satisfactory to Landlord, insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the operation, use or occupancy of the Property. Tenant shall name Landlord as additional insured under such policy. The initial amount of such insurance shall be not less than Five Million Dollars (\$5,000,000.00) per occurrence. The deductible limit shall not exceed One Hundred-Thousand Dollars (\$100,000). The liability insurance obtained by Tenant under this Section 2.4(a) shall (i) be primary and non-contributory and (ii) contain cross-liability endorsements. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease. Landlord may also obtain – in its discretion – at its expense comprehensive public liability insurance in an amount and with coverage determined by Landlord insuring Landlord against liability arising out of ownership, operation, use or occupancy of the Property. Any policy obtained by Landlord shall not be contributory and shall not provide primary insurance.

(b) Property Insurance. Landlord shall obtain and keep in force during the Lease Term a policy or policies of insurance covering the building and improvements. Said insurance shall provide for payment of loss thereunder to Landlord or to the holder of any outstanding mortgage on the Property. Tenant shall be responsible for providing, and shall obtain and provide, for its own insurance in sufficient amounts with respect to its trade fixtures, equipment, furniture and supplies and all other personal property of Tenant, its agent, servants or employees. Tenant shall reimburse Landlord for all property insurance premiums paid during the Lease Term.

2.5. Late Charges. Tenant's failure to pay rent promptly may cause Landlord to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. Therefore, if Landlord does not receive full rent payment within five (5) days after it becomes due, Tenant shall pay Landlord a late charge equal to \$100. The parties agree that such

late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

ARTICLE THREE USE OF PROPERTY

3.1. Manner of Use. Tenant shall not cause or permit the Property to be used in any way which constitutes a material and continuing violation of any law, ordinance or governmental regulation or order or which constitutes a nuisance or waste. Tenant shall obtain and pay for all permits, including a Certificate of Occupancy, required for Tenant's occupancy of the Property and shall promptly take all actions necessary to comply with all applicable current statutes, ordinances, rules, regulations, orders and requirements regulating the use by Tenant of the Property, including the Occupational Safety and Health Act. Tenant is responsible for acquiring and maintaining all required licenses and permits for the business conducted at the Premises.

3.2. Hazardous Materials.

(a) As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including, without limitation, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in, on or about the Property in violation of applicable federal, state and local environmental laws by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord. Landlord shall be entitled to take into account such other factors or facts as Landlord may reasonably determine to be relevant in determining whether to grant or withhold consent to Tenant's proposed activity with respect to Hazardous Material. In no event, however, shall Landlord be required to consent to the installation or use of any additional underground or above ground storage tanks on the Property. Further, Tenant shall be responsible for all environmental compliance issues related to the Property and the petroleum equipment, including scheduling and paying for all annual or regularly occurring tests of tanks, lines or other components of the petroleum equipment system as required by law and paying the annual tank fees. Lessee must comply with all ADEM regulations and record keeping and notify Landlord immediately of any issues.

(b) Tenant recognizes that it is handling Hazardous Material and agrees that, in receiving, storing, handling, offering for sale, selling, delivering for use, exchanging in trade or using itself such Hazardous Material, Tenant will in all respects exercise the strictest care required by law and that it will comply with any and all applicable federal, state and local laws, statutes, ordinances, regulations, rules and orders, as exist now, or as may hereinafter come into force, including, without limitation, those governing dispensing equipment, pollution, the maximum sulfur content of fuel, the maximum Reid vapor pressure of motor fuel, the oxygen

content of motor fuel, the dying requirement of diesel fuel, the maximum lead content of motor fuel and the labeling of pump stands and dispensers of motor fuel, the use and labeling of product containers, the use, and labeling of product storage tanks, the prevention of spills, leaks, venting or other improper escape from product containers or storage tanks, and the method of cleanup or disposal of product which has leaked, spilled, vented or otherwise improperly escaped from containers or storage tanks. Tenant understands that it is an "operator" for purposes of 40 C.F.R. Parts 280 and 281, any state underground or above ground storage tank law or regulation, and any other applicable federal, state and/or local laws, statutes, regulations, rules or ordinances related to the prevention of pollution from storage tanks or the taking of corrective action therefor. TENANT WILL INDEMNIFY, DEFEND AND HOLD LANDLORD, ITS SUCCESSORS AND ASSIGNS, HARMLESS AGAINST ALL LOSSES, CLAIMS, CAUSES OF ACTION, PENALTIES, FINES, LIABILITIES, ATTORNEYS' FEES AND INTEREST ARISING OUT OF TENANT'S FAILURE TO COMPLY WITH THIS SECTION, and such failure by Tenant shall entitle Landlord to terminate this Lease immediately.

3.3. Indemnity. Landlord shall not be liable to Tenant or any other person or entity for, and Tenant hereby releases Landlord from, any damage to or loss of property, or for injury to or death of persons arising from Tenant's use or operation of the Property or the condition thereof. Tenant shall indemnify Landlord against and hold Landlord harmless from any and all costs, claims or liability arising from (i) Tenant's use or operation of the Property, (ii) the conduct of Tenant's business or anything else done or permitted by Tenant to be done in, on or about the Property, including any contamination of the Property or any other property resulting from the presence or use of Hazardous Material caused or permitted by Tenant, (iii) any breach or default in the performance of Tenant's obligations under this Lease, (iv) any misrepresentation or breach of warranty by Tenant under this Lease or (v) other acts or omissions of Tenant. Tenant shall defend Landlord against any such cost, claim or liability at Tenant's expense with counsel reasonably acceptable to Landlord. As a material part of the consideration to Landlord, Tenant assumes all risk of damage to property or injury to persons in, on or about the Property arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except for any claim arising out of Landlord's negligence or willful misconduct. As used in this Section, the term "Tenant" shall include Tenant's employees, agents, contractors and invitees. The provisions of this Section shall survive the termination of this Lease by a period of two (2) years.

3.4. Landlord's Access. Landlord or its agents may enter the Real Property at all reasonable times to show the Property to potential buyers, investors, tenants or other parties; to do any other act or to inspect and conduct tests in order to monitor Tenant's compliance with all applicable environmental laws and all laws governing the presence and use of Hazardous Material; or for any other purpose reasonably necessary. Landlord has the right to inspect the Property at any time without notice. Landlord may place customary "For Sale" or "For Lease" signs on the Real Property.

3.5. Quiet Possession. If Tenant pays the rent and complies with all other terms of this Lease, Tenant may occupy and enjoy the Property for the full Lease Term, subject to the provisions of this Lease.

ARTICLE FOUR

CONDITION OF PROPERTY; MAINTENANCE, REPAIRS AND ALTERATIONS

4.1. Existing Condition. Tenant accepts the Property in its condition as of the execution of the Lease, subject to all recorded matters, laws, ordinances and governmental regulations and orders. Except as provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Property or the suitability of the Property for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Property and is not relying on any representations of Landlord with respect thereto.

4.2. Exemption of Landlord from Liability. Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, agents, contractors, invitees, customers or any other person in, on or about the Property, whether such damage or injury is caused by or results from (i) fire, steam, electricity, water, gas or rain, (ii) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, lighting fixtures or any other cause, (iii) conditions arising in, on or about the Property or from other sources or places or (iv) any act or omission of any other tenant of Landlord; except for such damage or injury caused by Landlord's negligence or willful misconduct.

4.3. Tenant's Obligations.

(a) Tenant shall at all times during the term of this Lease be responsible for all repairs and maintenance on all equipment and shall be responsible for any environmental conditions on the Property, and will hold Landlord harmless for same.

(b) Tenant's obligation related to the equipment at the Real Property also requires Tenant to maintain and comply with all ADEM reporting requirements and inspections to all petroleum equipment, including tanks, lines, pumps, point of sale equipment, as well as septic tanks. Tenant shall also pay all regular-occurring tank fees.

4.5. Alterations, Additions and Improvements.

(a) Tenant shall have the right to make improvements to the pumps, tanks and canopy on the Property. Upon any termination of this Lease, all such improvements become the property of the Landlord.

(b) Tenant shall pay when due all claims for labor and material furnished to the Property, and shall obtain properly executed lien waivers from all persons, firms or entities furnishing labor or materials which are incorporated into the Property. Tenant shall give Landlord at least ten (10) business days' prior written notice of the commencement of any work on the Property. Landlord may elect to record and post notices of non-responsibility on the Real Property.

4.6. Condition upon Termination. Upon the termination of this Lease, Tenant shall surrender the Property to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision

of this Lease. Tenant shall also immediately upon termination of this Lease, transfer without charge to any subsequent tenant or, if Landlord requests, to Landlord or Landlord's designee, all licenses and permits used in the operation of the Property.

4.7. Ownership of Improvements. Upon the termination of this Lease, Landlord shall retain ownership to any and all improvements made by the Tenant to the Property during the lease term or renewal terms.

ARTICLE FIVE DAMAGE OR DESTRUCTION

5.1. Partial Damage to Property.

(a) Tenant shall notify Landlord in writing immediately upon the occurrence of any damage to buildings, fixtures and improvements located on the Property (the "Improvements") or to the Machinery and Equipment caused by a peril covered by the insurance described in Section 2.4. If the Improvements are only partially damaged (i.e., less than twenty-five percent (25%) of the Improvements are untenantable as a result of such damage or less than twenty-five percent (25%) of Tenant's operations are materially impaired) and if the proceeds received by Landlord from the insurance policies described in ARTICLE TWO are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Landlord shall repair the damage as soon as reasonably possible. Landlord to repair any damage to Tenant's fixtures, equipment or improvements caused by Landlord.

(b) If the insurance proceeds received by Landlord in the case of damage described in ARTICLE TWO are not sufficient to pay the entire cost of repair, Landlord may elect either to (i) repair the damage as soon as reasonably possible, in which case this Lease shall remain in full force and effect, or (ii) terminate this Lease as of the date the damage occurred. Landlord shall notify Tenant within thirty (30) business days after receipt of notice of the occurrence of the damage whether Landlord elects to repair the damage or terminate this Lease. If Landlord elects to repair the damage and if the damage was due to an act or omission of Tenant, or Tenant's employees, agents, contractors, customers or invitees, Tenant shall pay Landlord the difference between the actual cost of repair and any insurance proceeds received by Landlord.

(c) If the damage to the Improvements or the Machinery and Equipment will require more than thirty (30) days to repair, Landlord may elect to terminate this Lease as of the date the damage occurred, regardless of the sufficiency of any insurance proceeds. Landlord shall give written notification to Tenant of such election within thirty (30) days after Tenant's notice to Landlord of the occurrence of the damage.

5.2. Substantial or Total Destruction. If the Improvements and the Machinery and Equipment are substantially or totally destroyed by any cause whatsoever (i.e., the damage to the Improvements is greater than partial damage as described in Section 5.1), and regardless of

whether Landlord receives any insurance proceeds, this Lease shall terminate as of the date the destruction occurred.

5.3. Temporary Reduction of Rent. If the Improvements and the Machinery and Equipment are destroyed or damaged other than by reason of any act or omission of Tenant, its employees, agents, contractors, customers or invitees, and Landlord repairs or restores the Improvements and the Machinery and Equipment pursuant to the provisions of this Section 5.1, any and all rent payable during the period of such damage, repair and/or restoration shall be reduced according to the degree, if any, to which Tenant's use of the Property is impaired. However, the reduction shall not exceed the Base Rent and shall not extend beyond the reasonable time of repair or restoration. Except for such possible reduction in Base Rent, Tenant shall not be entitled to any compensation, reduction or reimbursement from Landlord as a result of any damage, destruction, repair or restoration of or to the Improvements and the Machinery and Equipment.

ARTICLE SIX CONDEMNATION

If all or any portion of the Property is taken under the power of eminent domain or sold under the threat of that power (all of which are called "Condemnation"), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. If more than thirty percent (30%) of the Real Property is taken, Landlord may terminate this Lease as of the date the condemning authority takes title or possession, by delivering written notice to the other party within ten (10) business days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) business days after the condemning authority takes title or possession). If Landlord does not terminate this Lease, this Lease shall remain in effect as to the portion of the Property not taken, except that the Base Rent shall be reduced equitably in proportion to the reduction in the Property. Any Condemnation award or payment shall be distributed to Tenant only to the extent of any amount of any award specifically designated for loss of or damage to Tenant's trade fixtures or removable personal property and improvements provided by Tenant, with the remainder of such award, whether as compensation for reduction in the value of the leasehold, the taking of the fee or otherwise, to Landlord. If this Lease is not terminated, Landlord shall repair any damage to the Real Property caused by the Condemnation, except that Landlord shall not be obligated to repair any damage for which Tenant has been reimbursed by the condemning authority. If the severance damages received by Landlord are not sufficient to pay for such repair, Landlord shall have the right to either terminate this Lease or make such repair at Landlord's expense. Should Landlord terminate this Lease pursuant to this Article, then Landlord will owe to Tenant those prorated upfront monies as provided in this Article, above.

ARTICLE SEVEN ASSIGNMENT AND SUBLETTING

Tenant acknowledges and understands that the current ownership and control of Tenant is a material element in Landlord's willingness to enter into this Agreement. Tenant therefore agrees that it will not assign or transfer this Agreement without Landlord's prior written consent.

ARTICLE EIGHT DEFAULTS; REMEDIES; TERMINATION

8.1. Covenants and Conditions. Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Property is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

8.2. Defaults. Tenant shall be in material default under this Lease:

(a) If Tenant abandons the Property or if Tenant's vacation of the Property results in the cancellation of any insurance described in ARTICLE TWO;

(b) If Tenant fails to pay rent within five (5) days after it becomes due or fails to pay any other charge when due;

(c) If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of twenty (20) days after written notice from Landlord; provided that if more than twenty (20) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the 20-day period and thereafter diligently pursues its completion. However, Landlord shall be required to give such notice and right to cure even if Tenant's failure to perform constitutes a non-curable breach of this Lease or upon Tenant's failure to vacate the Real Property and relinquish possession of the Machinery and Equipment upon expiration or earlier termination of this Lease. The notice required by this section is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirement;

(d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of all or a portion of Tenant's assets located at the Property or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenant's assets located at the Property or if Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this subsection (i) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the excess, if any, of the rent (or any other consideration) paid in connection with such assignment or sublease over the rent payable by Tenant under this Lease. Notwithstanding the foregoing, so long as Tenant is doing everything required of it under this Lease and is otherwise not in default, Landlord will not invoke default as provided under this subsection (d); or

(e) If any guarantor of the Lease revokes or otherwise terminates, or purports to revoke or otherwise terminate, any guaranty of all or any portion of Tenant's obligations under the Lease. Unless otherwise expressly provided, no guaranty of the Lease is revocable.

8.3. Remedies. On the occurrence of any material default by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

(a) Terminate Tenant's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Property to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and other charges which Landlord had earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Landlord would have earned after termination until the time of the award; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Tenant would have paid for the balance of the Lease Term after the time of award; and (iv) any other amount necessary to compensate Landlord for all the detriment approximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Property after such default, the cost of recovering possession of the Property, expenses of reletting, including necessary renovation or alteration of the Property to its original condition, Landlord's reasonable attorneys' fees incurred in connection therewith, and any real estate commission paid or payable. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the rate of eighteen percent (18%) per annum or such lesser amount as may then be the maximum lawful rate. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the rate of eight percent (8%) per annum or such lesser amount as may then be the maximum lawful rate. If Tenant has abandoned the Property, Landlord shall have the option of (i) retaking possession of the Property and recovering from Tenant the amount specified in this Section 8.3, or (ii) proceeding under Article 9;

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect regardless of whether Tenant has abandoned the Property. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover Rent as it becomes due;

(c) Under the accelerated rent provisions of subsection (a) above, Landlord may not recover future rents from Tenant for the same period or periods where Landlord is able to relet the Premises for the same or greater rent; and

(d) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Property is located.

ARTICLE NINE LEGAL PROCEEDINGS

If Tenant or Landlord shall be in breach or default under this Lease, such party (the "Defaulting Party") shall reimburse the other party (the "Nondefaulting Party") upon demand for any costs or expenses that the Nondefaulting Party incurs in connection with any breach or

default of the Defaulting Party under this Lease, regardless of whether suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. The losing party in such action shall pay such attorneys' fees and costs. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability Landlord may incur if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Property by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, with respect to a claim or action described in clause (d) of the preceding sentence, at Landlord's election, Tenant shall reimburse Landlord for reasonable legal fees or costs Landlord incurs in any such claim or action.

ARTICLE TEN MISCELLANEOUS PROVISIONS

10.1. Non-Discrimination. Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Property or any portion thereof.

10.2. Severability. A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

10.3. Interpretation. The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Property with Tenant's expressed or implied permission.

10.4. Independent Business. Tenant is an independent business with the exclusive right to direct and control the business and operations at the Property. Landlord reserves no control over the business or operations at the Property. Tenant shall have no authority to employ anyone as an employee, representative or agent of Landlord for any purpose.

10.5. Incorporation of Prior Agreements; Modifications. This Lease is the only agreement between the parties pertaining to the Lease of the Property and no other agreements

are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

10.6. Notices. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant and Landlord shall be delivered to the principal addresses set forth in the first paragraph of this Lease. All notices shall be effective upon delivery. Either party may change its notice address upon written notice to the other party.

10.7. Waivers. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

10.8. No Recordation. Tenant shall not record this Lease without the prior written consent from Landlord. However, either Landlord or Tenant may require that a "Short Form" memorandum of this Lease executed by both parties be recorded. The party requiring such recording shall pay all transfer taxes and recording fees.

10.9. Binding Effect; Choice of Law. This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. The laws of the State of Alabama shall govern this Lease.

10.10. Corporate Authority. Each person signing this Lease on behalf of Tenant and Landlord represents and warrants that he has full authority to do so and that this Lease binds Tenant and Landlord, respectively.

10.11. Force Majeure. If either party cannot perform any of its obligations (other than the payment of rent by Tenant) due to events beyond a party's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond such party's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

10.12. Execution of Lease. This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Landlord's delivery of this Lease to Tenant shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.

10.13. Survival. All representations and warranties of Landlord and Tenant shall survive the termination of this Lease for a period of two (2) years.

10.14. Right of First Refusal. Landlord grants to Tenant a right of first refusal to meet any good faith offer to purchase the Property which Landlord may receive from a third party,

which offer is otherwise acceptable to Landlord. Landlord will provide Tenant written notice of said offer within five (5) days of receipt and Tenant will have fifteen (15) days to exercise its right of first refusal to purchase the Property and must close on the same terms and conditions as contained in the third-party offer.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed by their respective officers as of the date first above written.

LANDLORD:

**THE CITY OF NORTHPORT, ALABAMA,
an Alabama municipal corporation**

By: _____
Its _____

TENANT:

MIDSTATES PETROLEUM COMPANY, LLC

By: _____
Its _____

STATE OF ALABAMA)
 :
COUNTY OF TUSCALOOSA)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, an adult individual, whose name is signed to the foregoing instrument as the City of Northport, Alabama, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same, in such capacity, voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the _____ day of _____, 2025.

NOTARY PUBLIC
My Commission Expires:_____

[SEAL]

STATE OF ALABAMA)
 :
COUNTY OF LAMAR)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____, of Midstates Petroleum Company, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same, in such capacity, voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this the _____ day of _____, 2025.

NOTARY PUBLIC
My Commission Expires:_____

[SEAL]

**EXHIBIT A
TO
COMMERCIAL LEASE**

Description of Real Property

1641 Harper Road, Northport, Alabama, as outlined in red in the illustration, below.



**EXHIBIT B
TO
COMMERCIAL LEASE**

Description of Machinery and Equipment

All pumps, tanks, associated piping and canopy located at 1641 Harper Road,
Northport, Alabama.



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: January 21, 2025

SUBJECT: Minutes, January 6, 2025

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 January 6, 2025 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 January 6, 2025 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, January 6, 2025** at Northport City Hall, located at 3500 McFarland Blvd, Northport, AL, 35476, in the Council Chambers. The invocation was offered by Mayor Hinton and President Bobo led the assembly in the Pledge of Allegiance. Upon roll call, the following were found to be present: Pro Tem Washington, Councilman Wiggins, Councilman Aiken, Councilwoman Dykes and President Bobo. Also present at tonight's meeting, Mayor Hinton and City Administrator Webb.

PRESENTATIONS

Mayor Hinton presented a proclamation to Woodland Cotton for January 2025 Business of the Month. Mr. Matthews also presented a report on the Rebuild Gas Tax for Fiscal Year 2024.

APPROVAL OF AGENDA

Motion by Pro Tem Washington, **Second** by Councilman Wiggins to approve the agenda for January 6, 2025, **as printed. Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

VISITORS TO ADDRESS COUNCIL

There was none.

UNFINISHED BUSINESS

Motion by Councilman Wiggins, **Second** by Councilman Aiken to adopt **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 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 were 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, and Exhibit D Ordinance 2225 Ordering Demolition of Unsafe Structures Exhibit E: Ordinance 2226 Ordering Demolition of Unsafe Structures. Jack Pease – Bradley Arant Law Firm assisting attorney Jason Avery – Ms Mayfield's current plan of action is to demolition the house and retain the land. Building permit has been converted to a demolition permit and is displayed at the house. All of the utilities have been disabled. She is waiting on estimates for demolition and will proceed when received. **Roll call was as follows:** Pro Tem Washington, No; Councilman Wiggins, No; Councilwoman Dykes, No; Councilman Aiken, No; President Bobo, No. **Ordinance FAILED.**

NEW BUSINESS

First Reading, Offered by President Bobo, **Ordinance Rezoning of approximately 1.14 acres located north of Rice Mine Road and just west of UCP Parkway from Office and Institutional (O-I) to Bridge Avenue North (BAN).** Crux Climbing, LLC is requesting rezoning of approximately 1.14 acres located north of Rice Mine Road and just west of UCP Parkway from Office and Institutional (O-I) to Bridge Avenue North (BAN). The Northport Planning and Zoning Commission met on December 17, 2024 and made a favorable recommendation that the request for rezoning be granted.

First Reading, Offered by Councilman Wiggins, **Ordinance of Conditional Use approval to locate a Performance Residential Development for approximately 4 acres located east of Highway 43 N and south of Owen Parkway.** Longleaf Engineering made the request and was considered by the Planning Commission on December 17, 2024, and a recommendation for approval was made to the City Council. In addition to meeting the standards of the Zoning Ordinance, the following conditions for a favorable recommendation were added to allow a performance residential development east of Highway 43 N and south of Owen Parkway: The development shall be limited to 41 units and 96 bedrooms, a new public sidewalk shall be constructed along the property frontage on Owen Parkway, all building materials shall be like or better than the building materials used in Magnolia Hills subdivision, a privacy fence, or other screening approved by the Director of Planning and Inspections, shall be installed along the west property line at the rear of the units labeled 1-20, the area labeled "30' Frontage Landscaping" on the proposed site development plan shall meet the requirements for residential developments backing up to special corridor roadways, amenities shall be provided to include a commercial grade pickleball

court and dog park with black vinyl coated fence, or equivalent, screening shall be provided along east property line adjoining Biscayne Hills.

Motion by Councilwoman Dykes, **Second** by Councilman Aiken to adopt **Resolution 25-01 entering into an agreement with ACE American Insurance Company for Alabama Firefighter Cancer Insurance**. This resolution with authorizing the agreement with ACE Insurance Company (CHUBB) will authorize the City to fulfill its obligation to provide Firefighter Cancer and Disability Insurance to the City's Firefighters as mandated in Alabama State Act 2019-361. Effective January 1, 2020, the bill requires certain mandatory cancer benefits for career firefighters to include 1) Critical Illness (Lump Sum Cancer Benefit) & 2) Long-Term Disability (Income Replacement). The City's current agent, Cobbs-Allen requested quotes and ACE American Insurance Company (CHUBB) made a proposal to the City to provide Enhanced coverage for the basic plan rate of \$14,820.00 per year for 76 Firefighters. **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 25-02 Authorizing the City Administrator to Execute Amendment No. 1 to the professional services agreement with Thompson Engineering for the FY 2024 Resurfacing Project**. The City Council previously approved the execution of a professional services agreement with Thompson Engineering for the FY 2024 Resurfacing Project in the amount of \$119,000 by Resolution 24-110. This resolution will authorize the City Administrator to execute an amendment with Thompson Engineering in the amount of \$130,000.00. The increase is due to the expansion of the project scope. **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 25-03 Authorizing Water Service Outside the City Limits for Property Located at 15050 Rue Road**. Mr. Braden Cameron has property located at 15050 Rue 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. He is requesting city water service. The Municipal Code allows this with the majority consent of the city council. The staff recommends this access be allowed. Per city code, all costs of this connection would be paid by the applicant and not by the City. In addition, we are adding the requirement that if, in the future, the property can be annexed, the property will be annexed into the city. If the property is not annexed, the City retains the right to terminate water services at that point. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilman Wiggins to adopt **Resolution 25-04 Authorizing Water Service Outside the City Limits for Property Located at 15287 Preacher Lee Road**. Mr. Mike Lann has property located at 15287 Preacher Lee 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. He is requesting city water service. The Municipal Code allows this with the majority consent of the city council. The staff recommends this access be allowed. Per city code, all costs of this connection would be paid by the applicant and not by the City. In addition, we are adding the requirement that if, in the future, the property can be annexed, the property will be annexed into the city. If the property is not annexed, the City retains the right to terminate water services at that point. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by President Bobo, **Second** by Councilman Wiggins to adopt **Resolution 25-05 Authorizing the City Administrator to Execute a Service Agreement Between the City of Northport and Carrier Corporation**. Having routine scheduled maintenance performed on the Public Safety Compound's HVAC system by the manufacturer's trained professionals will help prolong equipment life, maximize energy savings, and lower operating costs. Carrier Corporation will provide three (3) operational inspections per year along with one (1) coil cleaning and one (1) preventative maintenance service to the air-cooled chiller located at the Northport Public Safety Building. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Councilman Aiken to adopt **Resolution 25-06 Awarding Bid File No. 24-06 for As Needed Drainage Pipe Rehab to Video Industrial Services**. Drainage pipe

rehab is used in situations, such as sinkholes, when the City's storm sewer structures and pipes need rehabilitation, camera inspection, or specialized cleaning services. This resolution would award the lowest bidder meeting the specifications for Bid File No. 24-06 to Video Industrial Services. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Pro Tem Washington to adopt **Resolution 25-07 authorizing the City of Northport and Northport Fire Rescue to enter an agreement with ADPH (Alabama Department of Public Health) in which both parties will work together to create a Closed POD (point of dispensing) for the City of Northport employees and their families.** The purpose of the Closed POD Plan is to rapidly and safely dispense countermeasures to our employees and family members. A closed POD will be used to administer vaccine or dispense medications in response to a declared public health emergency involving mass prophylaxis in order to prevent development of disease among those who are exposed, or potentially exposed, to public health threats. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

CONSENT AGENDA

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to approve the Consent Agenda as printed for the January 6, 2025, Council Meeting:

1. Minutes, December 16, 2024, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, Granicus, a software that assists the Finance Department in identifying and enforcing the code for short-term rental properties. The annual fee is \$7107.98, and it is a budgeted expense.
4. Purchase Requisition, Struthers Recreation for the Civitan Park Playground Equipment in the amount of \$69,830.13.
5. Purchase Requisition, GameTime for Tiger Park Playground Equipment in the amount of \$35,388.81.
6. Purchase Requisition, HVAC Commercial Service Plan for the Public Safety Compound, Carrier Corporation; \$6,643.35.
7. Purchase Requisition, Tiger Park Fencing Replacement, T&T Fencing, \$36,668.50.
8. Purchase Requisition, Public Works Department Employee Footwear; Ervin's Workwear & Boots, \$14,000.00.
9. Purchase Requisition, Public Works Department Employee Uniform Pants; Ervin's Workwear & Boots, \$18,000.00.
10. Purchase Requisition, Public Works Department Employee Uniform Shirts & Sweatshirts; One Source Office Products, \$12,000.00.
11. Purchase Requisition, Sequel Electrical Supply \$18,047.08 for the parts and supplies to upgrade all exterior lighting at the Public Safety Compound. Most exterior lights are currently not working and the cost of upgrading to an LED lighting system is comparable to the cost of repairing the current system. This upgrade would also increase exterior visibility and decrease utility costs. Existing parking lot light poles will be used for new LED fixtures and the Public Works Department will handle all installation to eliminate any further expenses. The quote includes four (4) quad LED pole fixtures and four (4) dual LED pole fixtures for the front lot, two (2) dual pole fixtures for the rear lot, two (2) LED flood lights for each side of the sign, eleven (11) LED wall packs, and six (6) LED canopy lights.

REPORTS OF SPECIAL COMMITTEES OF COUNCIL

There were no reports.

PUBLIC HEARINGS

- A. There were **no** Public Hearing items on the agenda for the **Engineering Department**.
- B. There was **two** Public Hearing items on the agenda for the **Legal Department**.
 1. Resolution fixing the cost of nuisance weed abatement and authorizing filing a lien for property located at 908 15th Avenue.
 - i. President Bobo opened the floor for item 11.b.1.
 - ii. There were no speakers.
 - iii. President Bobo closed the floor for item 11.b.1.

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 25-08 fixing the cost of nuisance weed abatement and authorizing filing a lien for property located at 908 15th Avenue**. The nuisance was abated at the City's effort and expense of \$256.95, and the property owner has failed to reimburse the City after multiple notices of the nuisance and abatement. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

2. Resolution fixing the cost of nuisance weed abatement and authorizing filing a lien for property located at 1711 17th Street.
 - i. President Bobo opened the floor for item 11.b.2.
 - ii. There were no speakers.
 - iii. President Bobo closed the floor for item 11.b.2.

Motion by Councilman Aiken, **Second** by Councilwoman Dykes to adopt **Resolution 25-09 fixing the cost of nuisance weed abatement and authorizing filing a lien for property located at 1711 17th Street**. The nuisance was abated at the City's effort and expense of \$411.95, and the property owner has failed to reimburse the City after multiple notices of the nuisance and abatement. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

C. There was **four** Public Hearing items on the agenda for the **Planning & Inspection Department**.

1. Second Reading, Ordinance of Conditional Use approval for an office in an M-1 (Light Industrial) zone for the property located at 2403 10th Street.
 - i. President Bobo opened the floor for item 11.c.1.
 - ii. There were no speakers.
 - iii. President Bobo closed the floor for item 11.c.1.

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Ordinance 2250 of Conditional Use approval for an office in an M-1 (Light Industrial) zone for the property located at 2403 10th Street**. Justin Terry's request was considered by the Planning Commission on November 12, 2024 and a recommendation for approval was made to the City Council. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

2. Second Reading, Ordinance for annexation of approximately 1.38 acres located at 7600 Highway 43, with the original zoning designation of C-3 (General Commercial).
 - i. President Bobo opened the floor for item 11.c.2.
 - ii. Bruce Higginbotham – Porter Higginbotham Engineering, 2009 Paul Bryant Drive, representing Mr. McCarley and Macon Properties: Due to request of neighboring citizen, petitioner request zone O-I, office and institutional instead of C-3, General Commercial.
 - iii. Eddie Fulmer – 4409 Oak Meadow Drive - Thinks O-I is an appropriate zoning. Appreciates council and staff's assistance and prompt responses.
 - iv. Mike Clark – Oak Meadow Drive (adjacent to property) – Does not have a problem with office zoning and appreciates that assistance.
 - v. President Bobo closed the floor for item 11c.2.

Pursuant to the petitioner's request, **Motion** by Councilwoman Dykes, **Second** by Councilman Wiggins to adopt **Ordinance 2251 to annex 1.38 acres located at 7600 Highway 43 to be zoned O-I (Office & Institutional)**. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

3. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 3905 Hunter Creek Road.
 - i. President Bobo opened the floor for item 11.c.3.
 - ii. Burt Guy - 12873 Tom Montgomery Road – brother to owner of property. Would like to request a 60-day tabling of the demolition. Burt plans to take responsibility for the repairs that are needed on the property.
 - iii. President Bobo closed the floor for item 11.c.3.

- Motion** by Councilman Wiggins, **Second** by Pro Tem Washington to **TABLE until March 3, 2025, Ordinance Ordering Demolition of an Unsafe Structure located at 3905 Hunter Creek Road.** The Chief Building Official has found that the structure located at 3905 Hunter Creek Road is unsafe and dangerous to public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**
4. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 5118 Azalea Trail.
- i. President Bobo opened the floor for item 11.c.4.
 - ii. Andrew Blake, 2920 Woodland Road, Tuscaloosa, owner of property. There has been problems with not having a Northport business license to obtain a permit. He was informed January 6, 2025 that there was a letter he could sign instead of showing business license. He hasn't been able to work without the permit. Requesting additional time.
 - iii. President Bobo closed the floor for item 11c.4.

Motion by Councilman Wiggins, **Second** by Councilman Aiken to adopt **Ordinance 2252 Ordering Demolition of an Unsafe Structure located at 5118 Azalea Trail.** The Chief Building Official has found that the structure located at 5118 Azalea Trail is unsafe and dangerous to public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410. This matter came before the Council for a second reading on October 21, 2024. Council voted to table the matter until the first meeting in January in order to give the property owner additional time to bring the structure into compliance. **Roll call was as follows:** Pro Tem Washington, No; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, No. **Motion Carried.**

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

CITY ADMINISTRATOR’S BUSINESS

Reminded that the City of Northport will be observing Martin Luther King Holiday on January 20, 2025 so our next council meeting will be Tuesday, January 21st at 5:30 pm. Thanked the community for visiting our Holiday Open House and appreciates the sponsors, volunteers, and staff.

DEPARTMENTAL BUSINESS

There was none.

MAYOR AND COUNCIL MEMBER’S BUSINESS

Mayor Hinton – No official business to discuss.

President Bobo, District 1 – Thanked employees for working so hard over the holidays.

Pro Tem Washington, District 2 – Informed citizens that there has been progress on 5th Street and Main Avenue. Tutoring will start back at the Northport Community Center sponsored by the Culverhouse School of Accounting by the University of Alabama on February 3, 2025.

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

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

Councilman Aiken, District 5 – Be mindful that school starts back this week and watch for school zones and traffic.

Motion by Pro Tem Washington, **Second** by Councilman Wiggins 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 6:15 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: January 21, 2025
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 1/1/2025 - 1/15/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Daisy Jimenez	INV0023432	11/26/2024	NPCC Security Deposit Refund...	100.00
Carter Powell Stockton Jr	INV0024013	01/08/2025	Tract 12 - Stockton	9,600.00
BLUE MOON PROPERTIES LLC	INV0024008	01/08/2025	Tract 5 - Blue Moon Properties	400.00
Cindy Lucas	INV0023692	01/02/2025	Main Ave. Tract 14 ROW Acqu...	2,720.00
Sundery Robinson	INV0023689	12/23/2024	NPCC Security Deposit Refund...	100.00
Drucilla Nickelson	INV0023751	01/02/2025	NPCC Security Deposit Refund...	100.00
Beau Creek	INV0023752	01/02/2025	NPCC Security Deposit Refund...	100.00
Webster Shaw	INV0023758	01/02/2025	NPCC Security Deposit Refund...	100.00
Central Alabama Insulation Co ..	INV0023748	01/02/2025	Business License Overpayment..	37.50
Hughes & Mullenix	INV0023749	01/02/2025	Business License Overpayment..	1,849.55
Mississippi Electric Company	INV0023876	01/06/2025	BL Overpayment Refund	76.40
Donna Lockett	INV0023770	01/03/2025	NPCC Rental Refund	100.00
Donna Lockett	INV0023770	01/03/2025	NPCC Rental Refund	300.00
TBS Painting LLC	INV0023878	01/06/2025	BL Overpayment Refund	114.38
Rebasco Decorators Inc	INV0023875	01/06/2025	BL Overpayment Refund	30.00
RCS Waterproofing LLC	INV0023877	01/06/2025	BL Overpayment Refund	56.51
Burgess Equipment Repair LLC	NBA-13583 BUSINESS LICENSE...	01/07/2025	BL Overpayment Refund	289.75
Alabama Fire Sprinkler Contra...	NBA21-000451 BUSINESS LIC...	01/06/2025	BL Overpayment Refund	188.74
Comfort Systems USA	#3078 transitive	01/07/2025	BL Overpayment Refund	21.26
PKS Concrete Pumping Services	INV0023889	01/07/2025	BL Overpayment Refund	183.22
Pamela Grant	INV0023902	01/07/2025	NPCC Security Deposit Refund...	100.00
Takalia Lewis	INV0023903	01/07/2025	NPCC Security Deposit Refund...	100.00
Brendia Cox	INV0023904	01/07/2025	NPCC Security Deposit Refund...	100.00
Brenda Rickett	INV0023927	01/07/2025	NPCC Security Deposit CHR24...	100.00
Marcus Burton	INV0023928	01/07/2025	NPCC Security Deposit Refund...	100.00
Big Oak Storage Solutions LLC	INV0023929	01/07/2025	BL Overpayment Refund	37.50
Tennessee Valley Metals Inc.	INV0023931	01/07/2025	BL Overpayment Refund	67.71
Hubbard Mcllwain & Brakefield	INV0024060	01/08/2025	BL Overpayment Refund	210.79
				17,283.31
Department: 13 - Mayor & City Council				
Tuscaloosa Blueprinting & Rep...	INV-6416	01/03/2025	president bobo stationary	332.04
Verizon	6101879931COUNCIL	01/07/2025	ACCT 423469999-00001	334.79
Department 13 - Mayor & City Council Total:				666.83
Department: 15 - Administrative				
Walmart	INV0024032	01/08/2025	Walmart-Veterans Day Progr...	52.89
Walmart	INV0024030	01/08/2025	Walmart- Veterans Day Progr...	52.58
Walmart	INV0024028	01/08/2025	Walmart- Holiday Open House...	29.12
Walmart	INV0024034	01/08/2025	Walmart-Holiday Open House...	91.15
Walmart	INV0024038	01/08/2025	Walmart-Holiday Open House ...	266.22
Walmart	INV0024026	01/08/2025	Walmart-Holiday Open House ...	14.90
Lowe's Home Centers Inc.	970027	01/07/2025	2024 Tinsel Trail/Holiday Open..	151.92
Lowe's Home Centers Inc.	999928	01/07/2025	2024 Tinsel Trail	118.65
Lowe's Home Centers Inc.	971511	01/07/2025	2024 Tinsel Trail	6.63
Walmart	INV0024036	01/08/2025	Walmart-Holiday Open House ...	157.18
Walmart	00058	12/23/2024	Northport Christmas Open Ho...	77.02
Alabama Power Company	INV0023700	01/02/2025	SB23192-17002	6,610.86
Alabama Power Company	INV0023700	01/02/2025	SB23192-17002	1,033.13
Alabama Power Company	INV0023700	01/02/2025	SB23192-17002	830.18
Alabama Power Company	INV0023700	01/02/2025	SB23192-17002	377.76
Alabama Power Company	INV0023700	01/02/2025	SB23192-17002	398.87
Election Systems & Software L...	CD2112895	12/30/2024	Election Supplies- Minute Bk. ...	355.00
USI Insurance Svc LLC Alabama	CY8695458	01/02/2025	Crime Policy Renewal	2,133.00
Spire	INV0023698	01/02/2025	2101 Park ST 5773780740	15.62
Spire	INV0023714	01/02/2025	512 Main Ave 4973862222	105.06

Expense Approval Report

Payment Dates: 1/1/2025 - 1/15/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Spire	INV0023716	01/02/2025	3401 Main Ave C 0420679877	1,174.95
ASCAP	100006504787	12/30/2024	ASCAP-License Fee	445.00
Amazon Capital Services	1MKD-74G4-HFT3	12/23/2024	Holiday open House	249.52
Verizon	6101879931ADMIN	01/07/2025	ACCT 423469999-00001	249.56
Stericycle Inc.	8009362472	01/03/2025	REGULAR SERVICE I ON-SITE (...)	146.72
Northport Gazette The	INV0023908	01/07/2025	Invoice- The Northport Gazette	200.00
Northport Auto Supply Co. Inc.	100909133	01/06/2025	ADMIN #4314 - wiper blades	4.31
Comcast Cable	INV0023911	01/07/2025	2001 Park ST 8396 90 014 032...	257.90
Amazon Capital Services	1VXP-J79C-CYLD	01/02/2025	Prime Annual Fee	779.00
Cintas	4216305227	01/02/2025	PAYER # 14353428	52.97
Regions Bank	INV0023804	01/03/2025	2016 GF SERIES - January 2025	78,866.67
Regions Bank	INV0023813	01/03/2025	2021 B WARRANTS - January ...	48,400.29
Amazon Capital Services	19HW-MNR4-D19N	01/08/2025	mal printer ink	118.99
Department 15 - Administrative Total:				143,823.62

Department: 16 - Legal

Mary Virginia Buck	INV0023728	01/02/2025	Retainer Services - January 20...	350.00
Department 16 - Legal Total:				350.00

Department: 17 - Municipal Court

Kristen Turner	INV0023696	01/02/2025	Special Judge 12/13/24	875.00
Staples Business Advantage	6020075104	01/02/2025	Supplies	58.98
Staples Business Advantage	6020075106	01/02/2025	Supplies	178.32
A T & T Mobility	287288439796X01062025a	01/06/2025	287288439796	47.07
Krebs Law LLC	INV0023740	01/02/2025	Judicial Services - City Prosecu...	3,934.35
Paul W. Patterson II P.C.	INV0023741	01/02/2025	Judicial Services - Municipal J...	5,934.35
Solicitor's Fund	INV0023967	01/08/2025	December 2024	4,194.17
The Citizenship Trust Fund	INV0023968	01/08/2025	December 2024	247.00
Circuit Clerk's Judicial Adminis...	INV0024004	01/08/2025	December 2024	545.80
Presiding Circuit Judges' Judici...	INV0024005	01/08/2025	December 2024	544.30
Alabama Comptroller's Office	INV0024006	01/08/2025	December 2024	13,366.65
Alabama Peace Officer's Annui...	INV0024021	01/08/2025	December 2024	1,115.00
District Attorney Restitution R...	INV0024022	01/08/2025	December 2024	12.15
State Judicial Administration F...	INV0024024	01/08/2025	December 2024	2,153.90
Alabama Crime Victims Comp...	INV0024025	01/08/2025	December 2024	545.00
Law Office of Angela M Morri...	00129	01/08/2025	December 2024	945.00
Andrew J Clay Law Firm	INV0024002	01/08/2025	December 2024	438.55
The Parsons Firm PC	TR24-2128	01/08/2025	December 2024	1,990.60
Department 17 - Municipal Court Total:				37,126.19

Department: 22 - Information Technology

Northport Auto Supply Co. Inc.	100904258	01/06/2025	IT #7417 & IT #1833 - batteries	321.48
A T & T	2882556904	01/02/2025	831-001-2247 676	1,700.40
A T & T	3201786908	01/02/2025	831-001-2475 849	752.36
A T & T	3201786908	01/02/2025	831-001-2475 849	1,922.04
A T & T	7766507908	01/02/2025	831-001-3720 096	1,093.84
Comcast Cable	INV0023699	01/02/2025	1781 Harper Rd 8396 90 014 ...	350.17
Comcast Cable	INV0023701	01/02/2025	3721 26th Ave 8396 90 014 0...	136.89
Comcast Cable	INV0023702	01/02/2025	1101 MLK 8396 90 014 02071...	151.21
Comcast Cable	INV0023703	01/02/2025	3500 McFarland Blvd 8396 90 ...	88.77
Comcast Cable	INV0023706	01/02/2025	3500 McFarland Blvd OFC 839...	589.35
Comcast Cable	INV0023719	01/02/2025	3721 26TH AVE OFC 8396 90 ...	338.61
Comcast Cable	INV0023718	01/02/2025	5410 HWY 69N 8396 90 014 0...	422.39
Comcast Cable	INV0023720	01/02/2025	5410 HWY 69n 8396 90 014 0...	243.85
T-Mobile US Inc.	INV0023779	01/03/2025	Account 976900299	236.72
Verizon	6101879931IT	01/07/2025	ACCT 423469999-00001	218.83
Staples Business Advantage	6020075112	01/02/2025	Five Star 1 Subject Notebook	10.89
Staples Business Advantage	6020075112	01/02/2025	HP 410 A Yellow Toner Cartrid...	231.48
Staples Business Advantage	6020075112	01/02/2025	HP 410A Cyan Toner Cartridge	115.74
Staples Business Advantage	6020075112	01/02/2025	Dixie PerfectTouch	14.22
Staples Business Advantage	6020075112	01/02/2025	Tru Red Copy Paper	25.78
Staples Business Advantage	6020075112	01/02/2025	HP 410A Black Toner Cartridge	89.61

Expense Approval Report

Payment Dates: 1/1/2025 - 1/15/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
A T & T Mobility	287288439796X01062025c	01/06/2025	287288439796	142.46
Peerless Network	66681	01/02/2025	Acct CITYOFNO8441	2,623.92
Peerless Network	66805	01/02/2025	Acct CITYOFNO4051	428.97
New Horizons Communication...	C122974	01/03/2025	CORP-779914	132.73
Spectrum Business	INV0023926	01/07/2025	4900 Mitt Lary Rd 8314 10 234..	184.67
Department 22 - Information Technology Total:				12,567.38
Department: 25 - Finance				
Granicus LLC	193556	01/08/2025	City of Northport Granicus	7,107.98
Sign Pro of Tuscaloosa LLC	INV0023685	12/23/2024	Finance: Taxi Wrecker Decals ...	109.99
Fontenot Benefits & Actuarial ...	4808	12/30/2024	GASB 75 Prep	2,750.00
Business Supply & Printing	6149	12/23/2024	10000 BL Envelopes	758.00
Verizon	6101879931FINANCE	01/07/2025	ACCT 423469999-00001	233.78
Business Supply & Printing	6160	12/30/2024	1099 Supplies - 1096 Forms	1.65
Business Supply & Printing	6160	12/30/2024	1099 Supplies - Envelopes	16.00
Business Supply & Printing	6160	12/30/2024	1099 Supplies - ABC Forms (1 ...	100.50
Amazon Capital Services	1WRN-LMHW-JHFL	01/02/2025	OFFICE SUPPLIES	252.73
Department 25 - Finance Total:				11,330.63
Department: 26 - Human Resources				
Verizon	6101879931HR	01/07/2025	ACCT 423469999-00001	129.49
Business Supply & Printing	6159	01/08/2025	W2's and 1095C Tax Forms	195.00
Business Supply & Printing	6159	01/08/2025	W2's and 1095C Tax Forms	134.00
Department 26 - Human Resources Total:				458.49
Department: 28 - Planning & Inspections				
Julie Ramm	INV0023782	01/06/2025	Julie Ramm - Fuel Reimburse...	31.00
Harris Lawn & Ground Mainte...	INV714	01/08/2025	Weed Abatement - 1410 9th S...	2,000.00
Harris Lawn & Ground Mainte...	INV715	01/08/2025	Weed Abatement -1406 15th ...	300.00
Verizon	6101879931PZ	01/07/2025	ACCT 423469999-00001	487.72
Northport Gazette The	INV0023802	01/03/2025	advertise ord 2249 adopt upd...	91.70
A T & T Mobility	287288439796X01062025e	01/06/2025	287288439796	46.68
Department 28 - Planning & Inspections Total:				2,957.10
Department: 32 - Engineering				
Walmart	INV0023772	01/03/2025	Engineering Conference Room...	898.00
Carter Powell Stockton Jr	INV0024013	01/08/2025	Tract 12 - Stockton	2,400.00
BLUE MOON PROPERTIES LLC	INV0024008	01/08/2025	Tract 5 - Blue Moon Properties	100.00
Logo Station	1824	01/02/2025	Uniform Logo - Engineering	30.00
Alabama Power Company	INV0023700	01/02/2025	SB23192-17002	464.84
Alabama Power Company	INV0023700	01/02/2025	SB23192-17002	30,585.79
Cindy Lucas	INV0023692	01/02/2025	Main Ave. Tract 14 ROW Acqu...	680.00
Verizon	6101879931ENGIN	01/07/2025	ACCT 423469999-00001	631.03
Alabama Graphics & Engineer...	2194517-IN	01/03/2025	Plotter Paper	238.27
Department 32 - Engineering Total:				36,027.93
Department: 33 - Police				
Northport Auto Supply Co. Inc.	100905641	01/02/2025	Preventive Maintenance - as ...	76.68
Northport Auto Supply Co. Inc.	100905652	01/02/2025	Preventive Maintenance - as ...	153.36
Northport Auto Supply Co. Inc.	100905948	01/02/2025	Preventive Maintenance - as ...	44.79
Northport Auto Supply Co. Inc.	100906654	01/02/2025	Preventive Maintenance - as ...	41.46
Northport Auto Supply Co. Inc.	100907594	01/06/2025	PD #430 - tune-up parts & coo...	193.29
Alabama Power Company	INV0023700	01/02/2025	SB23192-17002	1,083.36
Alabama Power Company	INV0023700	01/02/2025	SB23192-17002	7,354.71
Alabama Power Company	INV0023700	01/02/2025	SB23192-17002	1,458.62
Tuscaloosa County Commission	0534	01/03/2025	Decedent Transport	805.00
Tuscaloosa County Commission	0538	01/03/2025	Inmate Medical Expense 8/28...	49.98
Northport Auto Supply Co. Inc.	100908742	01/02/2025	Shop for PD - oil filters as nee...	18.30
Northport Auto Supply Co. Inc.	100908819	01/02/2025	Preventive Maintenance - as ...	86.56
Northport Auto Supply Co. Inc.	100908990	01/02/2025	Preventive Maintenance - as ...	53.10
Amazon Capital Services	1LYX-MFDD-QDVQ	01/03/2025	Circle Mat Cutter	58.50
Fred Robertson Wrecker Servi...	B52470-1	01/02/2025	PD #458 - tow fee for service ...	125.00
Otis Elevator Company	TAB16345001	01/02/2025	AGENDA 12.16.24 - Otis Eleva...	19,800.00
Northport Auto Supply Co. Inc.	100909343	01/02/2025	Preventive Maintenance - as ...	183.54

Expense Approval Report

Payment Dates: 1/1/2025 - 1/15/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Northport Auto Supply Co. Inc.	100909419	01/02/2025	Preventive Maintenance - as ...	183.54
Municipal & Commercial Unif...	419133	01/02/2025	Uniform Ties	48.00
Municipal & Commercial Unif...	419135	01/02/2025	Patterson - Uniforms	63.50
Tuscaloosa Chevrolet	CTCS499569	01/02/2025	PD #458 - TCM programming	206.63
Spire	INV0023715	01/02/2025	3000 Charlie Shirley Rd 21140...	33.11
GFL Environmental Inc.	UI00000031455	01/02/2025	ACCT UI1703	409.74
Verizon	6101879931PD	01/07/2025	ACCT 423469999-00001	200.05
Staples Business Advantage	6020075108	01/03/2025	Nitrile Gloves	58.05
Staples Business Advantage	6020075110	01/03/2025	Office Supplies	157.93
Staples Business Advantage	6020075111	01/03/2025	Office Supplies	169.98
Northport Auto Supply Co. Inc.	100908363	01/02/2025	PD #464 - thermostat	41.57
Northport Auto Supply Co. Inc.	100909065	01/02/2025	PD #458 - driver front door pa...	693.51
Northport Auto Supply Co. Inc.	100910401	01/02/2025	Preventive Maintenance - as ...	54.10
Northport Auto Supply Co. Inc.	100910687	01/02/2025	Preventive Maintenance - as ...	183.54
Spire	INV0023815	01/03/2025	3721 26th Ave 1177523333	21.98
A T & T Mobility	287288439796X01062025d	01/06/2025	287288439796	3,172.86
State of Alabama	INV0023729	01/02/2025	Tower Lease - January 2025	500.00
Gulf States Distributors Inc.	1480909-IN	01/06/2025	AGENDA 12.16.24 - 2025 Am...	3,275.00

Department 33 - Police Total: **41,059.34**

Department: 35 - Fire

Sunbelt Fire Inc.	00019303	01/02/2025	Hose Bed Cover - E4	905.77
Northport Auto Supply Co. Inc.	100896924	01/02/2025	FD Fire Engines - routine maint..	141.02
Northport Auto Supply Co. Inc.	100897914	01/02/2025	FD Fire Engines - routine maint..	12.18
Northport Auto Supply Co. Inc.	100899433	01/02/2025	FD Fire Engines - routine maint..	9.44
Northport Auto Supply Co. Inc.	100901222	01/02/2025	FD Fire Engines - routine maint..	258.90
Northport Auto Supply Co. Inc.	100901521	01/02/2025	FD Rescue vehicles - routine ...	11.28
Fitness Superstore	INV0023691	01/02/2025	Elliptical - St. 3	2,499.00
Alabama Power Company	INV0023700	01/02/2025	SB23192-17002	3,995.24
The Habegger Corp	3381300	01/06/2025	AC Repairs St. 3	4,756.00
Motorola Solutions Inc.	8282043685	01/02/2025	Batteries for handheld radios	1,626.60
Stryker Sales Corporation	9208063859	01/02/2025	*AGENDA* LifePak 15 Mainte...	9,694.25
Spire	INV0023705	01/02/2025	12301 Mitt Lary rd 78635555...	694.83
Walmart	INV0023693	01/02/2025	Floor Protectors - St. 2	9.88
DCH Regional Medical Center	INV0023795	01/03/2025	Drug box refill	250.00
DCH Regional Medical Center	INV0023795	01/03/2025	Drug box refill	221.16
Northport Auto Supply Co. Inc.	100908803	01/02/2025	FD #5425 - front brakes	234.00
Amazon Capital Services	1C7C-H4QN-KTYG	01/02/2025	Mirror for E5	185.58
Spire	INV0023814	01/03/2025	1101 MLK Blvd 5305862222	740.55
Spire	INV0023816	01/03/2025	5410 Hwy 69N 8439444444	1,152.68
A T & T Mobility	287288439796X01062025b	01/06/2025	287288439796	87.91
One Source Office Products LLC	OE-QT-7059-1	01/06/2025	Station 1	186.29
One Source Office Products LLC	OE-QT-7059-1	01/06/2025	Station 2	551.12
One Source Office Products LLC	OE-QT-7059-1	01/06/2025	Station 3	220.96
One Source Office Products LLC	OE-QT-7059-1	01/06/2025	Station 4	32.05
One Source Office Products LLC	OE-QT-7059-2	01/06/2025	Station 3	69.67
Amazon Capital Services	14VR-WDTR-KYVD	01/06/2025	Toner cartridges	350.94
Northport Auto Supply Co. Inc.	100912328	01/08/2025	FD command vehicles - routin...	183.54
Lowe's Home Centers Inc.	86010	01/07/2025	Gas Can - St. 2	17.08
Southern Heating & Cooling L...	i44757	01/08/2025	FD Station #3 - new duct work ..	1,600.00
Lowe's Home Centers Inc.	89484	01/08/2025	Dryer- St. 1	473.10
Southern Tire Mart LLC	2090086000	01/08/2025	FD #5425 - new tire	788.07

Department 35 - Fire Total: **31,959.09**

Department: 37 - Public Works

TRUCKWORX HOLDING CO INC	1130180809	01/02/2025	PW #4189 - hub repair parts	1,554.86
Southern Pipe & Supply	308193-00	10/24/2024	Construction supplies - concre...	250.32
Southern Pipe & Supply	308246-00	10/24/2024	Construction supplies - white...	52.00
Ingram Equipment Company L...	P09128	01/02/2025	PW #4484 - joystick switch for ..	266.17
Stivers Ford	46358	01/02/2025	PW Shop Repairs- Valve Cover...	112.20
Ingram Equipment Company L...	P09229	01/02/2025	PW #4484 & #6115 - grabber b..	512.40
Ingram Equipment Company L...	P09230	01/02/2025	PW #4484 & #6115 - grabber b..	512.40

Expense Approval Report

Payment Dates: 1/1/2025 - 1/15/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
PPG Architectural Finishes Inc	821520001458	01/02/2025	COUNCIL APPROVED (11/18/2...	6,096.75
Ingram Equipment Company L...	P09265	01/02/2025	PW #6377 & #6378 - slide pins...	443.61
Spire	INV0023717	01/02/2025	7645 Hwy 69N 0429460782	15.62
Southern Pipe & Supply	3428300-00	01/02/2025	Construction - pipe, couplings,...	1,656.92
Atlas Welding Supply Co. Inc.	636786	01/02/2025	Shop - as needed gas for torch...	149.95
Southern Pipe & Supply	6275391-00	01/02/2025	Construction supplies - cold pa..	997.92
Coblentz Equipment & Parts C...	101762	01/02/2025	PW #5062 - solid wheel & spa...	2,178.37
Fred Robertson Wrecker Servi...	B52344-1	01/02/2025	Shop - as needed towing for ...	225.00
Alabama Power Company	INV0023700	01/02/2025	SB23192-17002	146.11
Alabama Power Company	INV0023700	01/02/2025	SB23192-17002	4,543.86
Alabama Power Company	INV0023700	01/02/2025	SB23192-17002	2,875.72
Power and Rubber Supply	3471402	01/02/2025	PW #6714 - hydraulic hose	176.18
J & J Telephone Inc.	73084GK	01/02/2025	service visit to repair fax line a...	135.00
Fred Robertson Wrecker Servi...	B52361-1	01/02/2025	Shop - as needed towing for ...	225.00
Alabama Freightliner LLC	XA202022409-01	01/02/2025	PW #4484 - coolant tank & lev...	390.06
Northport Auto Supply Co. Inc.	100907304	01/02/2025	PW #786 (blower) - carb & filt...	39.67
Northport Auto Supply Co. Inc.	100908617	01/02/2025	PW #4484 - toggle switch for h..	30.03
Southern Pipe & Supply	6797910-00	01/02/2025	Special Events - orange safety ...	102.68
Northwest Supply Co. Inc.	985829	01/02/2025	PW Wash Rack - ball valve & fi...	35.31
Northport Auto Supply Co. Inc.	100908775	01/02/2025	Preventive Maint - as needed ...	17.00
Northport Auto Supply Co. Inc.	100908978	01/02/2025	Routine Maint parts - as need...	1.53
Ready Mix USA LLC	9451161882	01/02/2025	Construction - as needed conc...	303.35
Northport Auto Supply Co. Inc.	100909255	01/02/2025	Shop tools - carb adjustment t...	16.40
Amazon Capital Services	1K6X-3PNF-WKQ9	01/02/2025	Office Supplies & Equip - cale...	4.63
Amazon Capital Services	1K6X-3PNF-WKQ9	01/02/2025	Office Supplies & Equip - cale...	2.02
Power and Rubber Supply	3471900	01/02/2025	PW #4484 - hydraulic fitting	4.18
Lowe's Home Centers Inc.	94333	01/02/2025	Special Events - as needed su...	147.19
Fred Robertson Wrecker Servi...	B52468-2	01/02/2025	Shop - as needed towing for ...	450.00
Coker Water Authority	INV0023704	01/02/2025	Acct 101617	111.22
Northport Auto Supply Co. Inc.	100909267	01/02/2025	PW #0148 - tail light assembly	27.55
Northport Auto Supply Co. Inc.	100909338	01/02/2025	Lighting parts - as needed for ...	70.62
Northport Auto Supply Co. Inc.	100909340	01/02/2025	Lighting parts - as needed for ...	70.62
Amazon Capital Services	163R-6CP4-3F4K	01/02/2025	PW Janitorial supplies - 3 Gal T...	29.97
Tractor Supply	326680	01/02/2025	Special Events - propane heat...	299.98
Lowe's Home Centers Inc.	96918	01/02/2025	Special Events - as needed su...	20.86
Lowe's Home Centers Inc.	97265	01/02/2025	Special Events - as needed su...	135.96
Lowe's Home Centers Inc.	97753	01/02/2025	Special Events - as needed su...	221.25
Lowe's Home Centers Inc.	97812	01/02/2025	Special Events - as needed su...	5.68
Spire	INV0023712	01/02/2025	1781 Harper Rd 7173423333	2,417.76
Coblentz Equipment & Parts C...	101824	01/02/2025	PW #5062 - solid wheel & spa...	1,132.41
Cowin Equipment Company In...	RSA035885 1	01/02/2025	Special Events - light tree rent...	540.00
Amazon Capital Services	11HG-PYKX-7HNJ	01/02/2025	PW uniforms - blank t-shirts, ...	292.21
Ervin's Workwear & Boots	INV-6606	01/02/2025	PW uniform pants - new empl...	143.96
Ervin's Workwear & Boots	INV-6614	01/02/2025	PW uniform boots - new empl...	139.99
Cintas	4215597887	01/07/2025	Payer # 14385499	26.83
Staples Business Advantage	60200075113	01/02/2025	PW Office Supplies- Copy Pap...	101.55
Northport Auto Supply Co. Inc.	100909691	01/02/2025	PW #0423 - coolant leak repair..	354.20
Southern Tire Mart LLC	2090085279	01/02/2025	Tires - as needed for light duty...	1,190.39
McFarland Ace Hardware	5180/2	01/02/2025	PW Construction - propane for..	22.22
NAPA Auto Parts	045369	01/02/2025	PW #4189 - red LED light	45.95
Nextran Truck Centers	11P245743	01/02/2025	PW #1053 - passenger door pa...	237.93
Nextran Truck Centers	11P245747	01/02/2025	PW #1053 - rear leaf springs &...	2,702.46
Amazon Capital Services	1CLR-3JL4-J9X6	01/02/2025	CREDIT PO 25-0852	-10.80
Amazon Capital Services	13L4-VVCW-CJLQ	01/02/2025	litter pickers for all PW divisio...	4.79
Amazon Capital Services	13L4-VVCW-CJLQ	01/02/2025	litter pickers for all PW divisio...	18.37
Amazon Capital Services	13L4-VVCW-CJLQ	01/02/2025	litter pickers for all PW divisio...	11.99
Amazon Capital Services	13L4-VVCW-CJLQ	01/02/2025	litter pickers for all PW divisio...	21.93
Amazon Capital Services	13L4-VVCW-CJLQ	01/02/2025	litter pickers for all PW divisio...	4.79
Amazon Capital Services	13L4-VVCW-CJLQ	01/02/2025	litter pickers for all PW divisio...	48.68
Amazon Capital Services	13L4-VVCW-CJLQ	01/02/2025	litter pickers for all PW divisio...	4.79

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Amazon Capital Services	13L4-VWCW-CJLQ	01/02/2025	litter pickers for all PW divisio...	21.93
Amazon Capital Services	13L4-VWCW-CJLQ	01/02/2025	litter pickers for all PW divisio...	3.20
Amazon Capital Services	13L4-VWCW-CJLQ	01/02/2025	litter pickers for all PW divisio...	19.29
Cintas	4216308944	01/07/2025	Payer # 14385499	26.83
Lowe's Home Centers Inc.	97705	01/07/2025	Special Events - as needed su...	128.19
Lowe's Home Centers Inc.	97756	01/07/2025	Special Events - as needed su...	128.19
Alabama Freightliner LLC	XA202022624-01	01/02/2025	PW #4484 - leveling valve & air..	171.33
Black Warrior Solid Waste	20250102-0241-10050	01/08/2025	Acct # 34	34,992.32
Cintas	4216981680	01/07/2025	Payer # 14385499	26.83
McFarland Ace Hardware	5202/2	01/08/2025	PW Construction - propane for..	24.54
Ervin's Workwear & Boots	220000120149	01/08/2025	PW uniform pants - new empl...	143.96
Ervin's Workwear & Boots	220000120150	01/08/2025	PW uniform pants - new empl...	143.96
Ervin's Workwear & Boots	220000120151	01/08/2025	PW uniform pants - new empl...	143.96
Department 37 - Public Works Total:				71,091.05

Department: 39 - Utilities

DSL Electric Inc.	dslg208024	01/02/2025	Troubleshoot Blower Motor &...	1,015.90
Southern Pipe & Supply	1409636-00	01/02/2025	6" Bell Joint Restraint	65.86
Office Depot	396581362001	01/02/2025	Office Chair for WTP	299.99
Lowe's Home Centers Inc.	975271	01/07/2025	Kobalt Yard Cart for WTP	340.10
Lowe's Home Centers Inc.	977707	01/07/2025	Kobalt Work Seat	75.92
Lowe's Home Centers Inc.	977707	01/07/2025	Kobalt 20-Gal Air Compressor	250.17
Lowe's Home Centers Inc.	977707	01/07/2025	Skyshalo Utility Cart	318.06
Lowe's Home Centers Inc.	977707	01/07/2025	Dewalt 20V 4-Tool Kit	426.19
Southern Pipe & Supply	5045255-00	01/02/2025	1" PVC Coupling	9.00
Southern Pipe & Supply	5043943-00	01/02/2025	Repair Clamps	170.00
Empire Pipe and Supply Comp...	2177100	01/03/2025	5/8" Master Meter Head Only ...	4,440.00
Empire Pipe and Supply Comp...	2177492	01/03/2025	2" Bolt and Gasket Kit	515.40
Tuscaloosa Tire & Service Cen...	N290745	01/06/2025	Water Truck #7158 Front Tires	367.99
Computer Network Inc.	00A1377	01/06/2025	Billing Office - UMS Access An...	2,189.00
Ferguson Enterprises LLC	1565405	01/02/2025	Piping for Hypochlorite Tank ...	402.28
Southern Pipe & Supply	5944904-00	01/02/2025	2" Gate Valve	788.00
Southern Pipe & Supply	5948994-00	01/02/2025	2' PVC Female Adapter	15.45
Paint Spot	N0308600	01/03/2025	Paint for Hypo Feed Room at...	692.97
ABZ Rentals	230108799	01/02/2025	Floor Polisher Rental for Hypo...	276.00
A T & T	3201786908	01/02/2025	831-001-2475 849	1,922.04
Alabama Power Company	INV0023700	01/02/2025	SB23192-17002	146.11
Alabama Power Company	INV0023700	01/02/2025	SB23192-17002	81,896.00
Verizon	6101233235	01/02/2025	Acct 642325112-00001	265.37
Southern Pipe & Supply	5945334-00	01/02/2025	6" Bolt & Gasket Kits	137.60
Southern Pipe & Supply	5947448-00	01/02/2025	8" x 7" Repair Clamp	510.00
Southern Pipe & Supply	6998906-00	01/02/2025	8" MJ Gasket	59.50
Spire	INV0023697	01/02/2025	Northwood Garden Dr 87295...	18.80
Northport Electrical Supply Inc.	V1054093	01/02/2025	Replacement Wall Light Fixtur...	146.67
OESCO LLC	112297	01/02/2025	Carstock Receipt Paper for Bill...	365.99
Verizon	6101492047	01/02/2025	ACCT 942073882-00001	1,350.00
Carmeuse Lime & Stone Inc.	95241394	01/02/2025	Council Approved - Hydrated L...	5,251.49
Brenntag MidSouth Inc.	BMS825513	01/02/2025	Council Approved - Liquid Chlo..	6,882.00
Hach	14302400	01/02/2025	Blanket - Lab Chemicals for W...	233.15
Cintas	4215149707	01/02/2025	Payer # 14385521	188.19
Comcast Cable	INV0023710	01/02/2025	3521 3rd St S 8396 90 014 02...	383.51
Spire	INV0023713	01/02/2025	1000 Harpercreek Dr 3698223...	15.62
Northport Auto Supply Co. Inc.	100909075	01/02/2025	Dump Truck #1628 Valve Cove...	22.05
Amazon Capital Services	14DL-4KD9-H1MD	01/02/2025	Gigastone Wireless Charger fo...	16.99
Ferguson Enterprises LLC	1565771-1	01/02/2025	6" x 7" Repair Clamps	133.88
Ferguson Enterprises LLC	1565771-1	01/02/2025	2" x 7" Repair Clamps	183.85
Ferguson Enterprises LLC	1567589	01/02/2025	6" Gate Valve	808.46
Lowe's Home Centers Inc.	99824	01/02/2025	Gorilla Tape for Collections	75.84
Lowe's Home Centers Inc.	99830	01/02/2025	Short Digging Shovel for Collec...	32.26
CivilCON LLC	Proj 20-135 A Inv 1	01/07/2025	Hwy 82 PS Contract A	41,254.52
CivilCON LLC	Proj 20-135 B Inv 1	01/07/2025	Hwy 82 PS Contract B	903,629.39

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Spectrum Business	138295201122124	01/02/2025	11405 LARY LAKE RD 1382952...	89.99
Comcast Cable	INV0023711	01/02/2025	3950 3rd St S 8396 90 014 01...	341.49
T-Mobile US Inc.	INV0023788	01/06/2025	Acct 976900299	565.00
Ander's Hardware Co. Inc.	N1260998	01/02/2025	Blanket - Miscellaneous Suppl...	23.40
Ander's Hardware Co. Inc.	N1261022	01/02/2025	Blanket - Miscellaneous Suppl...	19.98
Ellison's Tree Service	1162	01/02/2025	Tree Removal at Belle Meade ...	3,000.00
Southland International Trucks..	03CI354078	01/02/2025	Dump Truck #1628 Air Line Re...	629.69
Amazon Capital Services	1YHG-VLT9-4H17	01/02/2025	Monthly Wall Calendar	9.99
Winfield Tool & Equipment Re...	496548-0001	01/02/2025	Blanket - Equipment Rental	261.64
Verizon	6101879931UT	01/07/2025	ACCT 423469999-00001	1,224.97
Consolidated Pipe & Supply C...	AL0942681	01/02/2025	3/4" x 3 1/2" MJ T-Head Bolts	396.00
Consolidated Pipe & Supply C...	AL0942682	01/02/2025	5 1/4" x 2" Valve Box Risers	121.20
Consolidated Pipe & Supply C...	AL0942682	01/02/2025	5 1/4" x 1" Valve Box Risers	84.30
Consolidated Pipe & Supply C...	AL0942683a	01/03/2025	1" Coupling	513.25
Consolidated Pipe & Supply C...	AL0942683b	01/06/2025	1" Coupling (Difference for PO...	74.00
Pace Analytical LLC	2435646818	01/02/2025	AGENDA (10/7/24) Blanket - L...	1,369.00
Cintas	4215598012	01/02/2025	PAYER # 14385564	86.95
Cintas	4215598220	01/02/2025	PAYER # 14385434	373.83
Tuscaloosa Tire & Service Cen...	N291002	01/03/2025	Water Truck #7158 Tire	154.02
Staples Business Advantage	6020075105	01/02/2025	Office Chairs	399.98
Staples Business Advantage	6020075107	01/02/2025	Chairs for Billing Office	269.98
Staples Business Advantage	6020075109	01/02/2025	Packing Tape	14.19
Staples Business Advantage	6020075109	01/02/2025	Dispenser for WTP	11.19
Staples Business Advantage	6020075109	01/02/2025	Packing Tape	14.19
Carus LLC	SLS 10118245	01/02/2025	Council Approved - Phosphate...	12,327.20
Cintas	4215766564	01/07/2025	Payer # 14385521	174.38
Southern Pipe & Supply	5686834-00	01/06/2025	3" Hose Strainer	14.62
Southern Pipe & Supply	5686834-00	01/06/2025	3" Hose Nipple	14.87
Southern Pipe & Supply	5686834-00	01/06/2025	3" x 20" Suction Hose	101.40
Lowe's Home Centers Inc.	88153	01/02/2025	Blanket - Misc. Supplies for Col..	24.66
Consolidated Pipe & Supply C...	AL0942688	01/02/2025	Tru Blu Thread Sealant	68.40
Alabama's Water Environment..	INV0023695	01/02/2025	WW Certification Training	250.00
Ander's Hardware Co. Inc.	N1261343	01/02/2025	Blanket - Miscellaneous Suppl...	98.91
Dell Marketing LP	10791550930	01/02/2025	Desktop Computer for WTP &...	1,235.22
Dell Marketing LP	10791550930	01/02/2025	Desktop Computer for WTP &...	1,235.22
Empire Pipe and Supply Comp...	2177695	01/02/2025	Council Approved - 4' Fire Hyd...	2,626.88
Empire Pipe and Supply Comp...	2179847	01/02/2025	Council Approved - 4' Fire Hyd...	5,253.76
Southern Pipe & Supply	6586282-00	01/08/2025	2" x 12" Brass Nipples	420.00
Southern Pipe & Supply	6586282-00	01/08/2025	2" x 8" Brass Nipples	284.00
Southern Pipe & Supply	6586282-00	01/08/2025	2" x 6" Brass Nipples	149.10
DSL Electric Inc.	DSL6213724	01/08/2025	Troubleshoot Aeration & Pum...	1,089.78
Cassady Company Inc The	Proj 20-135 Inv 40	01/08/2025	Hwy 82 PS - Cassady TOD#2	17,804.97
Cassady Company Inc The	Proj 20-135 inv 40b	01/08/2025	TOD #1 - Hwy 82 Pump Station	437.50
Cintas	4216309038	01/02/2025	pAYER # 14385564	86.95
Cintas	4216309200	01/02/2025	PAYER # 14385434	373.83
High Cotton	4299	01/06/2025	Monthly Billing	10,427.44
Lowe's Home Centers Inc.	98130	01/02/2025	14" Wet/Dry Diamond Saw Bl...	160.55
Motion Industries Inc.	AL06-00682184	01/02/2025	Versa Valves for Filter Controls..	1,644.27
Northport Auto Supply Co. Inc.	100910311	01/07/2025	WWTP Golf Cart Contact Clea...	18.80
Northport Auto Supply Co. Inc.	100911509	01/07/2025	Oil Filter Restock for Utilities	10.82
O'Reilly Auto Parts	1063-122643	01/02/2025	PO 25-1098, credit rec'd	14.99
O'Reilly Auto Parts	1063-122646	01/07/2025	Durango #9737 Key Fob Batter..	14.99
O'Reilly Auto Parts	1063-122651	01/07/2025	Credit PO 25-1098	-14.99
Vulcan Industries	24609-18793	01/03/2025	Lever Arm for Limit Switch on ...	144.00
Verizon	352000068971	01/03/2025	UT - GPS	518.60
Alabama Dept of Environment...	INV0023742	01/02/2025	Wastewater Grade IC Certifica...	125.00
Ander's Hardware Co. Inc.	N1261723	01/06/2025	Blanket - Misc. Supplies & Too...	19.94
Lowe's Home Centers Inc.	76449	01/06/2025	Blanket - Misc. Supplies for W...	96.30
Regions Bank	INV0023810	01/03/2025	2016 WS SERIES - January 2025	24,187.50
Regions Bank	INV0023811	01/03/2025	2021 A WARRANTS - January ...	146,320.67

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Regions Bank	INV0023812	01/03/2025	2021 A WARRANTS - January ...	16,446.00
Denali Water Solutions LLC	INV983425	01/03/2025	Council Approved - Sludge Re...	16,266.10
Ander's Hardware Co. Inc.	#N1262010	01/06/2025	Blanket - Miscellaneous Suppl...	69.73
Ander's Hardware Co. Inc.	N1262010	01/06/2025	Blanket - Miscellaneous Suppl...	69.73
Northport Auto Supply Co. Inc.	100912517	01/07/2025	De-Icer	88.44
Ander's Hardware Co. Inc.	N1262143	01/07/2025	1" x 1" S Dip 4 Way Cross	5.98
Terry West	INV0024051	01/08/2025	CDL Class B Reimbursement	58.75
DSL Electric Inc.	DSLGT04624	01/02/2025	Troubleshoot Blower Motor &...	637.98
Department 39 - Utilities Total:				1,330,039.03
Department: 40 - Williamson Cemetery				
Alabama Power Company	INV0023700	01/02/2025	SB23192-17002	31.72
Department 40 - Williamson Cemetery Total:				31.72
Department: 41 - Outside Agency Funding				
Tuscaloosa Metro Animal Shel...	INV0023727	01/02/2025	Animal Control Contract - Jan...	18,721.79
Focus on Senior Citizens	INV0023730	01/02/2025	Quarterly Funding Payment - J...	15,900.00
Boys and Girls Club of West Al...	INV0023731	01/02/2025	Quarterly Funding Payment - J...	15,900.00
Tuscaloosa County Park & Rec...	INV0023732	01/02/2025	Quarterly Funding Payment - J...	62,540.00
Tuscaloosa County District Att...	INV0023733	01/02/2025	Quarterly Funding Payment - J...	12,500.00
West Alabama Food Bank	INV0023734	01/02/2025	Quarterly Funding Payment - J...	6,625.00
Tuscaloosa County Industrial ...	INV0023735	01/02/2025	Quarterly Funding Payment - J...	7,950.00
Arts & Humanities Council of ...	INV0023736	01/02/2025	Quarterly Funding Payment - J...	25,175.00
Tuscaloosa Tourism & Sports ...	INV0023737	01/02/2025	Quarterly Funding Payment - J...	26,250.00
Department 41 - Outside Agency Funding Total:				191,561.79
Department: 43 - Incentives				
Alabama Donuts LLC	INV0024007	01/08/2025	Economic Incentive Agreeemen...	1,647.46
Department 43 - Incentives Total:				1,647.46
Department: 45 - 2019 Additional Sales Tax				
SNAP Sports Tourism Consulti...	304	12/30/2024	Sports Complex Representati...	3,200.00
Regions Bank	INV0023886	01/03/2025	2023 GF SERIES - January 2025	231,450.63
Department 45 - 2019 Additional Sales Tax Total:				234,650.63
Department: 46 - Parks & Recreation				
Your Real Next Step	#00012	01/03/2025	Fiscal Year 2025 Community C...	3,100.00
The Habegger Corp	3449800	01/06/2025	HVAC Emergency Repair Sup...	396.00
Northport Sports Complex De...	8	01/03/2025	Northport Sports Developmen...	35,000.00
Department 46 - Parks & Recreation Total:				38,496.00
Grand Total:				2,203,127.59

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	868,279.21
22 - MUNICIPAL COURT JUDICIAL ADMIN FUND	4,809.35
50 - WATER & SEWER FUND	1,313,593.03
51 - WATER & SEWER DEVELOPMENT FEES FUND	16,446.00
Grand Total:	2,203,127.59

Account Summary

Account Number	Account Name	Payment Amount
01-10152	Accounts Receivable-AL...	12,720.00
01-13-110-50104	Printing & Duplication	332.04
01-13-110-50312	Cell Phones	334.79
01-15-000-50101	Subscriptions	1,224.00
01-15-000-50105	Office Supplies	118.99
01-15-000-50112	Advertising	200.00
01-15-000-50175	Sundry Expense	146.72
01-15-000-50250	Community Events	1,267.78
01-15-000-50312	Cell Phones	249.56
01-15-000-50350	Insurance - General Fund	2,133.00
01-15-000-50354	Election Expenses	355.00
01-15-000-50357	Janitorial Contracts - City...	52.97
01-15-000-50366	Maintenance & Repair - ...	4.31
01-15-000-50501	Utilities - Power	6,610.86
01-15-000-50570	Northport Community C...	1,306.65
01-15-000-50572	UCP Building	830.18
01-15-000-50573	Civitan Park	377.76
01-15-000-50590	Utilities - Other	1,678.88
01-15-600-70008	Series 2016 Warrants	78,866.67
01-15-600-70010	Series 2021 B Warrants	48,400.29
01-16-000-50247	Outsourced Legal Servic...	350.00
01-17-000-50105	Office Supplies	237.30
01-17-000-50312	Cell Phones	47.07
01-17-000-50373	Judicial Services - Court ...	5,934.35
01-17-000-50499	State & County Court Co...	26,098.12
01-21007	Security Deposits	1,100.00
01-22-000-50105	Office Supplies	487.72
01-22-000-50312	Cell Phones	598.01
01-22-000-50348	Utilities - Internet	11,160.17
01-22-000-50366	Maintenance & Repair	321.48
01-25-000-50104	Printing & Duplication	109.99
01-25-000-50105	Office Supplies	1,128.88
01-25-000-50111	Software - License & Ma...	7,107.98
01-25-000-50201	Audit Expense - Internal	2,750.00
01-25-000-50312	Cell Phones	233.78
01-26-000-50105	Office Supplies	329.00
01-26-000-50312	Cell Phones	129.49
01-28-000-50312	Cell Phones	534.40
01-28-000-50420	Travel	31.00
01-28-000-50436	Code Enforcement - We...	2,300.00
01-28-116-50112	Advertising - Planning C...	91.70
01-32-000-50105	Office Supplies	238.27
01-32-000-50175	Sundry Expense	898.00
01-32-000-50283	Uniforms	30.00
01-32-000-50312	Cell Phones	631.03
01-32-000-50503	Utilities - Power - Traffic ...	464.84
01-32-000-50504	Power - Street Lights	30,585.79
01-32-600-81005	MPO - Main Avenue	3,180.00
01-33-000-50105	Office Supplies	444.46

Account Summary

Account Number	Account Name	Payment Amount
01-33-000-50108	Equipment - Computers...	1,083.36
01-33-000-50241	Detainee Medical Expen...	49.98
01-33-000-50270	Ammunition	3,275.00
01-33-000-50283	Uniforms	63.50
01-33-000-50288	Uniform Accessories	48.00
01-33-000-50312	Cell Phones	3,372.91
01-33-000-50355	Communication System -...	500.00
01-33-000-50367	Maintenance & Repair - ...	2,338.97
01-33-000-50382	Repair - Public Safety C...	19,800.00
01-33-000-50502	Utilities - Power	7,354.71
01-33-000-50515	Decedent Transport	805.00
01-33-000-50522	Utilities - Natural Gas	55.09
01-33-000-50563	Utilities - Power - Comm...	1,458.62
01-33-000-50590	Utilities - Other	409.74
01-35-210-50105	Office Supplies	350.94
01-35-210-50111	Software - License & Ma...	9,694.25
01-35-210-50312	Cell Phones	87.91
01-35-210-50410	Maintenance & Repair - ...	421.54
01-35-210-50411	Maintenance & Repair - ...	11.28
01-35-210-50413	Maintenance & Repair - ...	1,205.61
01-35-210-50500	Utilities - Power	3,995.24
01-35-210-50520	Utilities - Natural Gas	2,588.06
01-35-211-50279	Living Quarters Supplies -..	473.10
01-35-211-50434	Janitorial Supplies - Stati...	186.29
01-35-212-50257	Hand Tools & Equipment...	17.08
01-35-212-50279	Living Quarters Supplies -..	9.88
01-35-212-50434	Janitorial Supplies - Stati...	551.12
01-35-213-50279	Living Quarters Supplies -..	2,499.00
01-35-213-50380	Repairs - Station 3	6,356.00
01-35-213-50434	Janitorial Supplies - Stati...	290.63
01-35-214-50434	Janitorial Supplies - Stati...	32.05
01-35-218-50227	Equipment - Engine 4	905.77
01-35-219-50227	Equipment - Engine 5	185.58
01-35-221-50242	Medical Supplies - Engin...	250.00
01-35-223-50242	Medical Supplies - Rescue	221.16
01-35-228-50319	Radio Equipment	1,626.60
01-37-310-50105	Office Supplies	95.38
01-37-310-50106	Office Equipment	2.02
01-37-310-50261	Uniform Shirts, Pants, &...	868.05
01-37-310-50265	Boots	139.99
01-37-310-50277	Janitorial Supplies	29.97
01-37-310-50305	Contract Services	980.49
01-37-310-50451	Solid Waste Authority C...	35,103.54
01-37-310-50473	Auxiliary Services Suppli...	4.79
01-37-310-50500	Utilities - Power	4,689.97
01-37-310-50503	Power - Traffic Signals	2,875.72
01-37-310-50510	Utilities - Telephone	135.00
01-37-310-50520	Utilities - Natural Gas	2,433.38
01-37-311-50221	Hand Tools - Beautificati...	18.37
01-37-311-50387	Supplies - Community Ev...	1,729.98
01-37-312-50221	Hand Tools - Construction	11.99
01-37-312-50234	Supplies - Construction	3,307.27
01-37-313-50221	Hand Tools - Garbage	21.93
01-37-314-50221	Hand Tools - Maintenanc...	4.79
01-37-315-50221	Hand Tools - Rights of W...	48.68
01-37-316-50221	Hand Tools - Shop	21.19
01-37-316-50234	Supplies - Shop	149.95
01-37-317-50221	Hand Tools - Trash	21.93

Account Summary

Account Number	Account Name	Payment Amount
01-37-318-50380	Repairs - Public Works B...	35.31
01-37-320-50360	Maintenance - Garbage ...	70.62
01-37-320-50380	Repairs - Garbage Trucks	2,044.42
01-37-321-50380	Repairs - Heavy Equipm...	3,310.78
01-37-323-50360	Maintenance - Trash Tru...	1,095.42
01-37-323-50380	Repairs - Trash Trucks	3,978.34
01-37-324-50360	Maintenance - Light Duty..	1,207.39
01-37-324-50380	Repairs - Light Duty Vehi...	493.95
01-37-326-50360	Maintenance - Mowers ...	1.53
01-37-326-50380	Repairs - Mowers & Light..	39.67
01-37-328-50221	Hand Tools - Traffic	3.20
01-37-331-50234	Supplies-Recycling	19.29
01-37-600-80000	Equipment	6,096.75
01-40000	Business License	3,163.31
01-40-000-50500	Utilities - Power - Willia...	31.72
01-40121	NPCC Rental Income	300.00
01-41-000-50803	Metro Animal Shelter	18,721.79
01-41-000-50804	FOCUS	15,900.00
01-41-000-50805	Tuscaloosa County Indus...	7,950.00
01-41-000-50809	Fine Arts Initiative - Arts ...	25,175.00
01-41-000-50810	Tuscaloosa County PARA	62,540.00
01-41-000-50813	Tuscaloosa Tourism & S...	26,250.00
01-41-000-50814	West Alabama Food Bank	6,625.00
01-41-000-50819	District Attorney's Office	12,500.00
01-41-000-50820	Boys & Girls Club of West...	15,900.00
01-43-000-60904	Alabama Donuts, LLC	1,647.46
01-45-000-54002	Sports Complex	3,200.00
01-45-000-54007	Series 2023 Warrants	231,450.63
01-46-000-50210	Professional Services	35,000.00
01-46-000-50570	Northport Community C...	3,496.00
22-17-000-50373	Judicial Services	4,809.35
50-39-510-50105	Office Supplies	24.18
50-39-510-50107	Office Furniture	399.98
50-39-510-50128	Computer Software Mai...	2,189.00
50-39-510-50261	Contract Shirts and Pants	1,284.13
50-39-510-50312	Cell Phones	3,405.34
50-39-510-50376	Service Contracts	518.60
50-39-510-50394	Repairs - Heavy Equipm...	651.74
50-39-510-50396	Repairs - Vehicles	547.82
50-39-510-50403	Training - Technical	433.75
50-39-510-50461	Repairs - Light Duty Equi...	18.80
50-39-510-50500	Utilities - Power	82,042.11
50-39-510-50520	Utilities - Natural Gas	34.42
50-39-510-50590	Utilities - Other	2,737.03
50-39-511-50105	Office Supplies	365.99
50-39-511-50106	Office Equipment	269.98
50-39-511-50470	Billing Services	10,427.44
50-39-512-50105	Office Supplies	25.38
50-39-512-50106	Office Equipment	16.99
50-39-512-50107	Office Furniture	299.99
50-39-512-50108	Equipment - Computers...	1,235.22
50-39-512-50300	Chemicals	24,460.69
50-39-512-50309	Hand Tools and Equipm...	1,410.44
50-39-512-50313	Laboratory Supplies	233.15
50-39-512-50336	Repairs	1,790.94
50-39-512-50360	Maintenance	1,347.02
50-39-512-50454	Testing & Professional S...	1,369.00
50-39-513-50108	Equipment - Computers...	1,235.22

Account Summary

Account Number	Account Name	Payment Amount
50-39-513-50323	Sludge Disposal	16,266.10
50-39-513-50336	Repairs	3,289.94
50-39-513-50360	Maintenance	19.94
50-39-514-50321	Safety Equipment	88.44
50-39-514-50430	Equipment Rental	261.64
50-39-514-50431	Construction & Repair S...	13,676.31
50-39-514-50473	Inventory Supplies	9.00
50-39-514-50477	Water Meters	4,440.00
50-39-515-50309	Hand Tools and Equipm...	32.26
50-39-515-50431	Construction & Repair S...	75.84
50-39-515-50457	System & Infrastructure...	3,000.00
50-39-515-50473	Inventory Supplies	24.66
50-39-600-70008	Series 2016 Warrants	24,187.50
50-39-600-70010	Series 2021 A Warrants	146,320.67
50-39-600-81508	PS#2 Gravity Main/New...	963,126.38
51-39-600-70010	Series 2021 A Warrants	16,446.00
Grand Total:		2,203,127.59

Project Account Summary

Project Account Key	Payment Amount
None	2,203,127.59
Grand Total:	2,203,127.59



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: January 21, 2025

SUBJECT: Purchase Requisition, PD 2025 Expedition Build, Mobile Communications America, \$11,314.86

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

Requisition 251259 to Mobile Communications America in the amount of \$11,314.86 is for installation of lights, consoles, partitions and prisoner seats in the PD 2025 Expedition.

Recommendation:

Approve this requisition

Funding Source/GL Code:

GL Code No. 01-33-600-80000 Amount: \$11,314.86

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$11,314.86 to Mobile Communications America.

QUOTATION

Page 1

REQ - 251259

1037000044

Bill To:

Northport AL City of
PO Box 569
Northport, AL 35476

Ship To:

Northport AL City of
3500 Mcfarland Blvd
Northport, AL 35476

Contact: Julie Ramm

Contact #: 205-339-7000

Contact:

Contact #:

Date: 01/03/2025		Customer #: 114687		Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
1	NOTE	Northport PD 2025 Expedition build Jerome Fields 205-239-3288 jfields@cityofnorthport.org Lights 25% off Consoles associated mounts 25% off Partitions and prisoner seats 20% off All product prices may be subject to change with new year pricing. Labor rate \$110 per hour X1 Expedition	EA	0.00	0.00	
1	*MISC-NONSTOCK	truck vault	EA	2,492.50	2,492.50	
1	C-VSW-2400-EXPD-1	Vehicle-Specific 24" Wide Flat Console for 2022-2024 Ford Expedition SSV list price \$892 C-EB30-APS-1P C-EB30-FSP-1P	EA	616.67	616.67	
1	C-ARM-102	HAV ARM REST - MOUNTS TO SIDE CONSOLE BOX list price \$94.00	EA	65.08	65.08	
1	CUP2-1001	Self-Adjusting Double Cup Holder list price \$67.00	EA	46.38	46.38	



Mobile
Communications
America

MOBILE COMMUNICATIONS AMERICA
4116 FIRST AVE. NORTH
BIRMINGHAM, AL 35222
Phone: 205-591-8804
Fax: 205-595-7642

QUOTATION 1037000044

Page 2

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Contact: Julie Ramm
Contact #: 205-339-7000

Contact:
Contact #:

Date: 01/03/2025		Customer #: 114687		Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
1	UT-1003	Universal Rugged Cradle for approximatel y 11"-14" Computing Devices	EA	234.00	234.00	
		List price \$338.52				
1	C-MD-112	ACTADP,HDM,SLIDE,TS,SP	EA	254.08	254.08	
		List price \$367.00				
1	LPS-211	POWER SUPPLY ADAPTER	EA	29.77	29.77	
		List price \$43.00				
1	C-MCB	CONSOLE MIC CLIP BRACKET	EA	13.15	13.15	
		List price \$19.00				
1	USBC100-5461	Dell 5430 USBC Power Supply, Hardwire	EA	207.00	207.00	
		List price \$300.00				
1	SIFMJS	Spectralux Center Focused Visor Light ***Must configure Lightbar***	EA	965.33	965.33	
		Ref 1735909913 for configuration list price \$2095 Ref TB-PROMO25				
1	PF200	PATHFINDER SIREN LIGHT CONTROLLER	EA	970.00	970.00	
		List \$1378 TB-PROMO25				
1	ES100C	Speaker, ES100C/DynaMax, 100W, High Outp ut, Compact, Class A	EA	0.00	0.00	
		List price \$383 TB-PROMO25				
1	ESBL-FPIU20	Combination bracket kit	EA	0.00	0.00	
		List Price: \$49 TB-PROMO25				
8	MPS61U-B	SC FS-JOIN MPS600 BLUE X4 behind front grill x2 in rear passenger window x2 on tag bracket	EA	87.18	697.44	



Mobile
Communications
America

MOBILE COMMUNICATIONS AMERICA
4116 FIRST AVE. NORTH
BIRMINGHAM, AL 35222
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Fax: 205-595-7642

QUOTATION

Page 3

1037000044

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Contact #: 205-339-7000

Contact:
Contact #:

Date: 01/03/2025		Customer #: 114687		Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
1	MPSM-LPH1	Horizontal license plate bracket, mounts MPS3U/MPS6U/MPSC lights, fits most vehic	EA	61.42	61.42	
1	SIFMJH	Spectralux Rear ILS ***CONFIGURE BEFORE ORDERING*** Ref 1735912717	EA	1,508.00	1,508.00	
1	XSMBKT03	HEADLINER MOUNT BRACKET FOR SINGLE OR DUAL HEAD MODELS	EA	17.28	17.28	
2	MPSM6-LB	FED SINGLE MPS600 OR MPS600U L-BRACKET KIT For MPS600 passenger area rear window lights List price \$19.00	EA	13.68	27.36	
1	IPX-GRL14	Pair of grille brackets with hardware, horizontal mount orientation Bracket for MPS600 grill lights List price \$58.00	EA	41.76	41.76	
2	MPS122U-BW	MicroPulse Ultra 12, Dual Color, Surface Mount, B/W X2 on rear quarter glass List price \$237.00	EA	169.33	338.66	
2	MPSM12-LB	L BRACKET MPS12 quarter glass light bracket List price \$19.00	EA	13.68	27.36	
4	416300-B	LED Light Head, Blue x2 on front bumper x2 on rear bumper List price \$114.00	EA	82.08	328.32	
1	S&H	SHIPPING/HANDLING	EA	200.00	200.00	
1	61600	RF INDUSTRIES Mini-UHF male connector for RG58/U, RG58A/U, RG141 and Ultralink cable. Nickle plated body, gold pin. AMP style, p	EA	3.30	3.30	
1	VI-LO	VEHICLE INS/REM LABOR ONLY Installation of above product At MCA location.	EA	2,050.00	2,050.00	

QUOTATION
1037000044

Page 4

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Contact: Julie Ramm
Contact #: 205-339-7000

Contact:
Contact #:

Date: 01/03/2025		Customer #: 114687		Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
1	INSTALL-KIT	Install Parts wire, fuse panels, loom fuses tie downs connectors and power distribution parts.	EA	120.00	120.00	

Accepted By: _____ **Date:** _____

Please contact customer representative by phone or email with any questions:

Customer Rep: H405 HOUSE ACCOUNT

Phone #:

Email:

Subtotal : \$11,314.86
Tax : \$0.00
Total Quote : \$11,314.86

Quote Valid for 30 Days.

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

All orders are subject to partial shipment and partial invoice

Tax calculations provided are estimates and are subject to change.



MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

The following Terms and Conditions ("T&Cs"), together with the terms of the relevant Quote, and any other documents incorporated herein by reference, constitute the sole and entire agreement ("Agreement") between Mobile Communications America, Inc. a Delaware corporation ("MCA") and the Buyer whose name appears on the signature page of the Quote ("Buyer"; MCA and Buyer are referred to collectively as the "Parties" and each, individually, a "Party") with respect to the equipment and/or parts ("Goods") and/or services ("Services"; collectively, the "Work") to be provided by MCA to Buyer in the Quote, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The quantity, quality and description of the Goods shall be as specified in an applicable Quote and/or any applicable specification agreed to in writing by the Parties. With respect to Services, any Quote is expressly subject to MCA's inspection of the site where the Services will be performed and its suitability for the Services in MCA's sole and absolute discretion.

By accepting a Quote, Goods or Services from MCA, Buyer's consent to this Agreement will be conclusively established regardless of the manner of acceptance. Buyer acknowledges and agrees to this Agreement and no other terms and conditions issued on Buyer's PO or other work/order form are incorporated or will apply unless agreed upon by both Parties in writing and signed by the Parties. This Agreement will prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and does not serve to modify or amend this Agreement. In the event of any conflict between these T&Cs and the Quote, these T&Cs shall govern, unless the Quote expressly states that the terms and conditions of the Quote shall control.

1. **INDEPENDENT CONTRACTORS.** Neither the transactions contemplated by the Agreement or any other document between the Parties are intended to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed employees of the other Party.
2. **SHORTAGES AND DEFECTS OF GOODS:** Buyer will be deemed to have accepted the Goods unless MCA is notified in writing of the rejection of any unit of the Goods within three (3) days of receipt. Any claim of shortages or defects must be made within three (3) days of delivery to Buyer. Claims must be provided to MCA in writing and must detail for MCA the specific reason(s) for rejection. Buyer shall afford MCA prompt and reasonable opportunity to inspect all Goods against which any claim is made. Buyer shall not return any Goods to MCA without prior authorization. After MCA has reviewed the rejection notice and authorized the return, Buyer will return the rejected Goods to MCA (or MCA's designee) in the same condition as when it was received. All returns must be in the original container and packaging along with all accessories and instructions included must be shipped freight prepaid. Notwithstanding the foregoing, (a) in the event MCA reasonably determines that the basis for rejection relates to a matter covered by a Manufacturer Warranty, MCA shall have no liability under this Section other than to inform Buyer of such determination.
3. **PRICING AND PAYMENT:** Pricing for the Services or the Goods, or the manner or method by which such prices shall be set or finally determined, shall be set forth in the Quote. All quotations reflect U.S. Dollars. Buyer acknowledges that prices may fluctuate due to manufacturer costs, supply chain variances or Force Majeure Events (hereinafter defined). As such, MCA reserves the right to adjust prices accordingly and/or cancel Quotes at any time. MCA will make reasonable effort to provide Buyer timely notice of such changes. The right to refuse to accept any Quotes for any reason is reserved by MCA even if a previous quotation has been made. All payments must be made in U.S. Dollars. Payment shall be due and payable no later than thirty (30) days from the date of invoice. If Buyer makes payment by check, the check must be drawn on a US bank. Payment shall not be deemed received by MCA for any purpose hereunder, including MCA's security interest in the Goods, until such time as MCA receives cleared available funds. Each Quote, assuming due fulfillment thereof, shall be considered a separate and independent transaction and payment therefor shall be made accordingly. Payment shall not be withheld on account of any claim by Buyer against MCA. Buyer shall not and acknowledges that it will have no right, under this Agreement or any other agreement, document, or law to withhold, offset or debit any amounts owed or due to MCA or any of its Affiliates against any other amount owed or due to MCA or any of its Affiliates under any other document or agreement. If Buyer disputes any portion of a MCA invoice, Buyer shall pay the undisputed portion when due and MCA and Buyer shall work in good faith to resolve the dispute as to the balance within thirty (30) days from notice of the disputed portion, at which point Buyer agrees to pay that portion whether an agreement has been reached or otherwise. Any invoiced amount which is not paid in accordance with this Agreement shall be considered overdue. Nonpayment or delay in payment by Buyer shall be considered a breach of the Agreement. If services, installation and/or shipments (as applicable to a particular Quote) are delayed by the Buyer, payments shall be due on the date when MCA is prepared to perform (or cause a third party to perform). Goods held for the Buyer shall be at the risk and expense of the Buyer. Goods shipped as exchanges will be invoiced for full value until the exchange is complete and Goods has been returned to MCA in good and working condition, at which point a credit for the full value will be given to Buyer. If the financial condition of the Buyer at any time does not, in MCA's sole and absolute discretion, justify continuance of performance or shipment on the terms of payment specified, MCA may require full or partial payment from the Buyer in advance. In the event of bankruptcy or insolvency of the Buyer, or in the event any proceedings are brought by or against the Buyer under any bankruptcy or insolvency laws, MCA shall be entitled to cancel any Quote then outstanding and shall receive reimbursement for any expenses incurred by it in connection with such cancellation and any applicable cancellation charges.
4. **STANDARD TERMS WITHOUT CREDIT:** If Buyer has not established preliminary credit with MCA, prepayment of the full amount of any invoice is required, unless such requirement is waived by MCA in its sole and absolute discretion.
5. **STANDARD TERMS WITH CREDIT:**
 - a. Up to \$50,000.00 – within Net thirty (30) days after date of invoice submitted by MCA.
 - b. Over \$50,000.00 may require the below milestone payments:
 - 40% down once a Quote is accepted by MCA
 - 50% once materials shipped for Buyer's use
 - 10% within thirty (30) days of the earlier of invoice or completion of installation, if applicable.
6. **NON-STANDARD CREDIT TERMS:** Negotiable prior to Quote acceptance.

7. **NON-STANDARD PAYMENT TERMS:** Non-standard payment terms which include cash payments and credit card payments by customers with credit terms with MCA, may be subject to convenience fees, in MCA's sole and absolute discretion.
8. **LATE FEES:** MCA shall be entitled, without prejudice to any of its other rights or remedies, after a seven (7) day grace period, to charge Buyer interest at the rate of 1.5% on any past due amount.
9. **TAXES:** The prices stated in any quote or Quote may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the Services and, if applicable, the Goods will be added by MCA to the sales price and shall be paid by the Buyer, unless Buyer provides MCA with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Buyer shall pay to MCA the full payment of any such increase no later than ten (10) days after receipt of invoiced charges.
10. **SECURITY INTEREST.** Buyer grants to MCA a purchase money security interest in the Goods, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon any default or breach by Buyer hereunder and to the extent applicable, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. Buyer hereby authorizes MCA to take any and all steps it determines are necessary to cause its security interest to be maintained and perfected, including, without limitation, the filing of any financing statements, and any amendments and/or renewals thereof. MCA shall have the right to enter Buyer's premises and repossess and remove any Goods if full payment has not been timely received by MCA.
11. **DELIVERY:** Unless otherwise specifically stated in an agreement signed by the Parties, delivery of all Goods shall be FOB MCA's shipping facility or at MCA's option, FOB point of manufacture. The Goods shall be delivered to the delivery address stated in the Quote. Shipping or delivery dates are best estimates only. In either case during the Buyer's usual business hours. MCA will arrange for ground shipment through a carrier of its choice unless a specific carrier has been mutually agreed upon in writing by both Buyer and MCA. All shipping charges will be prepaid by MCA and subsequently added to the Buyer's invoice. Title and risk of loss or damage shall pass to Buyer upon MCA's delivery of the goods to a common carrier or other delivery agency for shipment to Buyer. MCA assumes no liability in connection with shipment nor shall the carrier in any way be construed to be an agent of MCA. MCA shall not be liable for any damages or penalty for delay caused by transportation or failure to give notice of such delay. The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, if applicable, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course. If MCA is unable to make deliveries as specified by Buyer, MCA shall notify Buyer immediately. Upon MCA's notification to the Buyer of delivery, or upon storing the Goods at the Buyer's request, the Buyer is deemed to have accepted the Goods, and thus, the ownership and all associated liabilities for the Goods. Upon delivery, any and all risks related to the possession, use, or maintenance of the Goods shall be borne solely by the Buyer. Insurance is the sole responsibility of the Buyer. MCA is not responsible for procuring insurance for the Goods, and the cost of any insurance coverage will not be included in the Product price unless explicitly requested by the Buyer at the time of Quote acceptance. Should the Buyer request MCA to insure the Goods, the associated costs will be added to Buyer's invoice. MCA reserves the right to make deliveries in installments and the contract shall be severable as to such installments. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries.
12. **INSPECTION:** MCA shall take any steps necessary to comply with any reasonable request by the Buyer to inspect or test the Goods prior to installation. If as a result of inspection or testing the Buyer is not satisfied that such Goods will perform as anticipated per the written guidelines of the applicable manufacturer of any particular Goods (each, a "Manufacturer"), and if the Buyer so informs MCA within three (3) days of inspection or testing, MCA shall take commercially reasonable steps as are necessary to ensure compliance. Failure to so inform MCA within such three (3)-day period shall constitute Buyer's irrevocable waiver of its rights under this Section.
13. **CANCELLATION.** In the event of a cancellation by Buyer for any reason, Buyer will be responsible for payment to MCA for all Goods received, all non-cancelable goods on order with third-party suppliers, as well as Services provided up to the date of cancellation as follows:
 - a. **Goods:** Buyer will pay the full price for all Goods that have been delivered and received, or which are in transit, whether to the project site or as Offsite Stored Materials, through the date that notice of cancellation is received by MCA. These Goods will be invoiced at the previously agreed-upon rates and payment will be made within 30 days of the date of invoice.
 - b. **Goods on Order and Non-Cancelable:** Buyer will pay the full agreed upon price for all Goods that have been ordered specifically for the project and which cannot be canceled or returned for full reimbursement. This includes any custom-made items or materials that were procured for the project. These Goods will be invoiced at the previously agreed-upon rates and payment shall be made within 30 days of the date of invoice.
 - c. **Services Provided:** Buyer will pay for all Services rendered by MCA up to the date notice of project cancellation is received by MCA. The Services will be invoiced at the previously agreed-upon rates and payment will be made within thirty (30) days from the date of the invoice. Services provided include but are not limited to consultation, design, installation labor, project management, subcontracted services and any other services outlined in the Agreement.
 - d. **Returnable or Cancelable Goods:** May be returned at Buyer's expense and may be subject to restocking charges. Programmed Goods may be returned at MCA's discretion and will be subject to a reprogramming fee.
14. **WARRANTY:**
 - a. **MANUFACTURER'S WARRANTIES.** Manufacturers of the Goods provide warranties, including, a software warranty and a license warranty, of varying periods and coverage (collectively, "Manufacturer Warranties"). Written copies of Manufacturer Warranties are available upon request. Buyer acknowledges and agrees that MCA shall have no obligation whatsoever in respect of Manufacturer Warranties and makes no warranty with respect to any goods or supplies supplied by any third party.
 - b. **LIMITED SERVICES WARRANTY.** MCA warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement ("Limited Services Warranty"). The Limited Services Warranty shall survive for a period of twelve (12) months following the date Services commences (the "Warranty Period"). The Limited Services Warranty is not assignable or transferable to any third party (including any Affiliate of Buyer).
 - c. **WARRANTY DISCLAIMER.** EXCEPT FOR THE LIMITED SERVICES WARRANTY, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES AND/OR ANY GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (E) OTHER WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

- d. **WARRANTY CONDITIONS.** MCA shall not be liable for a breach of the Limited Services Warranty unless: (A) Buyer gives written notice of breach thereof, reasonably described, to MCA within twenty (20) days of the time when Buyer discovers or ought to have discovered the breach and such notice is given during the Warranty Period and (B) MCA reasonably verifies Buyer's claim that the Services was defective. MCA shall not be liable for a breach of the Limited Services Warranty if (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow MCA's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of MCA.
- e. **EXCLUSIVE REMEDIES.** Subject to Buyer's compliance with the paragraph titled "Warranty Conditions" above, Buyer's sole and exclusive remedy for breach of the Limited Services Warranty shall be, in MCA's sole discretion, (i) to repair or re-perform the applicable Services or (ii) to credit or refund the price of such Services at the pro rata contract rate. SUCH REMEDY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MCA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICES WARRANTY.
15. **AFFILIATES.** MCA reserves the right, without prior notice to Buyer, to provide any Goods through, or cause any of its obligations under this Agreement to be performed by any of its Affiliates. In such case, the work shall be treated as a separate agreement between the Buyer and Affiliate, governed by the Agreement with the Affiliate taking the place of MCA for all purposes herein. Buyer is to make payment directly to the Affiliate for such Quotes. For the purposes of this Agreement, "Affiliate" shall mean, with respect to a Party, any entity which owns or controls, is owned or controlled by, or is under common ownership or control with, such Party. In addition, MCA may subcontract the Services to be provided to Buyer to a third party without Buyer's consent, provided that such subcontracting will not release MCA from any of its obligations under the Agreement.
16. **FORCE MAJEURE:** MCA shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, flood, fire, earthquake, explosion, acts of the Buyer, acts of civil or military authority, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, embargoes or blockades, national or regional emergency, judicial action, pandemic, epidemic, default of subcontractors or vendors, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary power, labor or materials (each, a "Force Majeure Event"). In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.
17. **GOVERNMENT CONTRACTS:** In the event that the Buyer's customer is the United States Government, the Services and, if applicable, Goods are purchased as Commercial Services or Commercial Goods, respectively, under the Federal Acquisition Regulation ("FAR"), and MCA will agree to comply with, if applicable, FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Quotes—Commercial Goods and Commercial Services). Any other Government flow downs shall be negotiated by the Parties and agreed upon between the Parties in writing prior to acceptance of a Quote by MCA.
18. **FCC AND OTHER GOVERNMENT MATTERS:** Although MCA may assist in the preparation of FCC License Applications as a courtesy, Buyer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of the Buyer in FCC or other governmental matters.
19. **NON-SOLICITATION.** MCA expends considerable resources including money, time, training, etc. to properly train and educate its employees. MCA experiences considerable financial and other harm when its employees are recruited and hired by customers. Therefore, Buyer agrees to not recruit or solicit any MCA employee until and after such employee has terminated his employment with MCA for a period of at least one (1) year. In consideration of MCA performing its services under this Agreement, Buyer acknowledges MCA's damages in such event and agrees to pay as liquidated damages for breach of this Section a one-time payment equal to five hundred (500) times the then standard technician hourly billable rate, which is currently \$200/hour.
20. **PATENT, COPYRIGHT AND TRADEMARKS:**
 - a. **COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for manufacturers certain exclusive rights, in the manufacturer's software incorporated into any Goods ("Manufacturer's Software") or included in Services, mask works and other works of authorship furnished hereunder, including, without limitation, the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in, and redistributed with, only the Goods which incorporate the same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
 - b. **REVERSE ENGINEERING:** Buyer acknowledges manufacturer's claim that the Manufacturer's Software and Goods furnished hereunder contain valuable trade secrets of manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Goods. Since unauthorized use of such Manufacturer's Software and Goods will greatly diminish the value of such trade secrets.
 - c. **LOGOS AND TRADEMARKS:** Buyer shall not have a right to use any trademarks, names, slogans, or designations of MCA or any manufacturer of Goods incorporated into or included in any Goods and/Services.
21. **MUTUAL WAIVER OF SUBROGATION.** Customer and MCA waive all rights against each other for damages caused by any loss, to the extent those losses are covered and paid by insurance, and except such rights as they have to proceeds of such insurance. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. Except for damages covered and paid by insurance (for which the Parties have waived rights of subrogation, as outlined elsewhere in this agreement), the Parties agree that MCA's aggregate liability for all claims, suits, actions and proceedings, howsoever arising, directly or indirectly, under or relating to this agreement or its subject matter, including (but not limited to) those based on breach or rescission of contract or tort, shall not exceed, in the aggregate: (i) the fees paid by the Customer to MCA under this Agreement.
22. **LIMITATIONS:**
 - a. **LIMITATIONS OF MCA LIABILITY.** IN NO EVENT SHALL MCA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT IN RESPECT OF ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS CONTRACT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT. Both Parties agree that this waiver of consequential damages is a material inducement to enter into this Agreement.
 - b. **MAXIMUM LIABILITY.** IN NO EVENT SHALL MCA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE

PRICE OF THE PARTICULAR GOODS SOLD AND/OR SERVICES RENDERED HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.

- c. **EXCLUSIONS.** Notwithstanding the foregoing, the limitations of MCA's liability set forth herein shall not apply to (i) liability resulting from MCA's willful misconduct and (ii) death or bodily injury resulting exclusively from MCA's acts or omissions.
 - d. **INSURANCE:** It is further understood that MCA is not an insurer, and that Buyer shall obtain and maintain all necessary and appropriate policies of insurance in respect of its obligations under this Agreement. MCA does not represent or warrant, and MCA hereby expressly disclaims any responsibility for, that Goods will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the Goods sold herein.
 - e. **NO REPRESENTATIONS.** MCA's representatives are only authorized to fill in the blanks on any agreement, sales Quote or quote form governed by this Agreement. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Buyer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to the Agreement.
23. **INDEMNITY.** MCA agrees to indemnify and hold harmless the Customer, including its officers, directors, and employees, from and against all losses, damages, expenses, and claims, up to the amount of the Quote, but only to the extent caused solely by the grossly negligent acts or omissions of MCA in the performance of Services. Buyer agrees to indemnify, defend, and hold harmless MCA, its officers, directors, and employees for any and all claims, including claims asserted by third parties, and against any and all liabilities, losses, damages, expenses, liens, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines costs and expenses, including, without limitation, reasonable attorneys' fees, costs of collection, costs of recovering insurance, and costs of enforcing this indemnification provision for death, personal injury, or property damage arising out of any negligent act or omission of Buyer, except to the extent such claims are contributed to by (i) the negligence or willful misconduct of MCA. Any Party seeking indemnity hereunder agrees to (i) notify the other Party in writing of any claims as soon as reasonably practicable; (ii) allow the other Party to control the defense of any such claim and related settlement negotiations; and (iii) reasonably cooperate with the other Party in any defense actions.
24. **GOVERNING LAW AND VENUE.** This Agreement is governed by and construed in accordance with the laws of where the Project is located. In addition, the Parties hereto consent to the jurisdiction of any South Carolina state or federal court over any claims arising under or relating to this Agreement, or the relationship between them.
25. **DISPUTES AND ATTORNEYS' FEES.** The Parties shall attempt in good faith to resolve any disputes, controversy, or claim arising out of this Agreement by negotiation between the representatives of each Party who have the authority to settle the dispute. As a precondition to commencing litigation of any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices), the Parties agree to participate in mediation with a mediator to be chosen by mutual agreement. If mediation is unsuccessful, any litigation shall take place in Spartanburg County South Carolina, United States of America, which shall be the exclusive forum for resolving the dispute, controversy, or claim. Each Party irrevocably and unconditionally waives any right to a trial by jury in respect to any legal action arising from this Agreement or any other agreement between the Parties. Should any dispute arise between the Parties regarding the interpretation, application, effect or enforcement of this Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.
26. **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of each Party and its respective heirs, successors, and assigns. The Buyer shall not assign in whole or in part these T&Cs or any interest therein or any rights hereunder without the written consent of MCA, which shall not be unreasonably withheld or delayed. Any such assignment without consent shall be void. Notwithstanding the foregoing, MCA may assign this Agreement or any other agreement between the Parties, without consent in whole or in part, for the purposes of corporate reconstruction, reorganization, or analogous proceeding, or to (a) any Affiliate; or (b) a third party in the event of a merger, recapitalization, conversion, consolidation, other business combination or sale of all or substantially all of the assets of MCA to such third party.
27. **NOTICES.** All notices or communications (other than normal business communications) required by this Agreement, or desired to be given hereunder, shall be in writing addressed indicated in the applicable signature block hereto, and given by electronic or USPS mail, with delivery confirmation, or an overnight mail service that confirms delivery and shall be deemed to be given when received.
28. **NON-WAIVER:** The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.
29. **SEVERABILITY:** If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
30. **ENTIRE AGREEMENT.** This Agreement, together with the Quotes and any Exhibits attached thereto, from time to time, sets forth the entire agreement and understanding between the Parties and supersedes all prior negotiations, agreements and understandings with respect thereto. No representations, statements, or inducements, oral or written, not contained herein shall bind either Party. This Agreement may only be amended by a written document duly executed between the Parties. No waiver, alteration or modification of the Agreement shall be binding on MCA unless in writing and signed by an authorized signor of MCA.



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: January 21, 2025

SUBJECT: Purchase Requisition, PD 2025 Explorer Builds, Mobile Communications America, \$33,839.10

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

Requisition 251258 to Mobile Communications America in the amount of \$33,839.10 is for installation of lights, consoles, partitions and prisoner seats in three 2025 PD Explorers.

Recommendation:

Approve the requisition

Funding Source/GL Code:

GL Code No. 01-33-600-80000 Amount: \$33,839.10

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$33,839.10 to Mobile Communications America.

QUOTATION
1037000041

Page 1

Bill To:
Northport AL City of
PO Box 569
Northport, AL 35476

Ship To:
Northport AL City of
3500 Mcfarland Blvd
Northport, AL 35476

REQ - 251250

Contact: Julie Ramm
Contact #: 205-339-7000

Contact:
Contact #:

Date: 12/27/2024		Customer #: 114687		Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
1	NOTE	Northport PD 2025 Explorer builds Jerome Fields 205-239-3288 jfields@cityofnorthport.org Lights 25% off Consoles associated mounts 25% off Partitions and prisoner seats 20% off All product prices may be subject to change with new year pricing. Labor rate \$110 per hour X3 Patrol units	EA	0.00	0.00	
3	S4702UINT20OSB	CARGO BARRIER W/ SEAT AND OSB list price \$2243.00	EA	1,747.79	5,243.37	
3	PRPSP4704UINT20A	FORD PIU SPACE SAVER PARTITON CENTER SLIDING POLY WINDOW - 2021+ list price \$1165.00	EA	896.15	2,688.45	
3	*MISC-NONSTOCK	T-FDEXRS1-20N-PS-HG Elevated, standard height, truckvault	EA	2,133.00	6,399.00	
3	C-VS-0618-INUT	2020 Explorer High Flat Console list price \$628.00 C-EB30-APS-1P C-EB30-FSP-1P	EA	434.77	1,304.31	
3	C-ARM-102	HAV ARM REST - MOUNTS TO SIDE CONSOLE BOX list price \$94.00	EA	65.08	195.24	
3	CUP2-1001	Self-Adjusting Double Cup Holder 	EA	46.38	139.14	

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Page 2

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Contact #: 205-339-7000

Contact:
Contact #:

Date: 12/27/2024		Customer #: 114687		Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
		list price \$67.00				
3	UT-1003	Universal Rugged Cradle for approximatel y 11"-14" Computing Devices	EA	234.00	702.00	
		List price \$338.52				
3	C-MD-112	ACTADP,HDM,SLIDE,TS,SP	EA	254.08	762.24	
		List price \$367.00				
3	LPS-211	POWER SUPPLY ADAPTER	EA	29.77	89.31	
		List price \$43.00				
3	C-MCB	CONSOLE MIC CLIP BRACKET	EA	13.15	39.45	
		List price \$19.00				
3	USBC100-5461	Dell 5430 USBC Power Supply, Hardwire	EA	207.00	621.00	
		List price \$300.00				
3	RLNT48-P2LC	48" Reliant Lightbar, Blue, all 2-color, takedowns, clear domes	EA	1,133.33	3,399.99	
		48" Reliant Light bar, Blue, all 2-color, takedown's, clear domes				
		List Price: \$2099				
		TBRLNT22C				
3	HKB-FPIU20-HP	KIT,HOOK,FPIU20,PURSUIT	EA	0.00	0.00	
		List price \$95.00				
3	PF200	PATHFINDER SIREN LIGHT CONTROLLER	EA	970.00	2,910.00	
		List price \$1368				
		TBSLICK22C				
3	ES100C	Speaker, ES100C/DynaMax, 100W, High Outp ut, Compact, Class A	EA	0.00	0.00	
		List price \$383				
		TBRLNT22C				
		TBSLICK22C				

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Page 3

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Contact #: 205-339-7000

Contact:
Contact #:

Date: 12/27/2024		Customer #: 114687		Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
3	ESBL-FPIU20	Combination bracket kit List Price: \$49 TBRLNT22C TBSLICK22C	EA	0.00	0.00	
24	MPS61U-B	SC FS-JOIN MPS600 BLUE X2 on rear hatch body by tag X2 on bottom of hatch X2 rear side glass X2 on front bumper	EA	87.18	2,092.32	
6	MPSM6-LB	FED SINGLE MPS600 OR MPS600U L-BRACKET KIT For rear side glass lights List price \$34.00	EA	22.23	133.38	
3	VI-LO	VEHICLE INS/REM LABOR ONLY Installation of above product At MCA location. Radios to be installed will be provided by customer	EA	2,050.00	6,150.00	
3	INSTALL-KIT	Install Parts wire, fuse panels, loom fuses tie downs connectors and power distribution parts.	EA	120.00	360.00	
3	S&H	SHIPPING/HANDLING	EA	200.00	600.00	
3	61600	RF INDUSTRIES Mini-UHF male connector for RG58/U, RG58A/U, RG141 and Ultralink cable. Nickle plated body, gold pin. AMP style, p	EA	3.30	9.90	



MOBILE COMMUNICATIONS AMERICA
3720 HARGROVE RD EAST
TUSCALOOSA, AL 35405
Phone: 205-553-2122
Fax: 205-553-3455

QUOTATION
1037000041

Page 4

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Contact #: 205-339-7000

Contact:
Contact #:

Date: 12/27/2024		Customer #: 114687	Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended

Accepted By: _____ **Date:** _____

Please contact customer representative by phone or email with any questions:

Customer Rep: Joseph Lindsey

Phone #:

Email: josephlindsey@callmc.com

Subtotal : \$33,839.10
Tax :
Total Quote : \$33,839.10

Quote Valid for 30 Days.

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

All orders are subject to partial shipment and partial invoice

Tax calculations provided are estimates and are subject to change.



MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

The following Terms and Conditions ("T&Cs"), together with the terms of the relevant Quote, and any other documents incorporated herein by reference, constitute the sole and entire agreement ("Agreement") between Mobile Communications America, Inc. a Delaware corporation ("MCA") and the Buyer whose name appears on the signature page of the Quote ("Buyer"; MCA and Buyer are referred to collectively as the "Parties" and each, individually, a "Party") with respect to the equipment and/or parts ("Goods") and/or services ("Services"; collectively, the "Work") to be provided by MCA to Buyer in the Quote, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The quantity, quality and description of the Goods shall be as specified in an applicable Quote and/or any applicable specification agreed to in writing by the Parties. With respect to Services, any Quote is expressly subject to MCA's inspection of the site where the Services will be performed and its suitability for the Services in MCA's sole and absolute discretion.

By accepting a Quote, Goods or Services from MCA, Buyer's consent to this Agreement will be conclusively established regardless of the manner of acceptance. Buyer acknowledges and agrees to this Agreement and no other terms and conditions issued on Buyer's PO or other work/order form are incorporated or will apply unless agreed upon by both Parties in writing and signed by the Parties. This Agreement will prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and does not serve to modify or amend this Agreement. In the event of any conflict between these T&Cs and the Quote, these T&Cs shall govern, unless the Quote expressly states that the terms and conditions of the Quote shall control.

1. **INDEPENDENT CONTRACTORS.** Neither the transactions contemplated by the Agreement or any other document between the Parties are intended to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed employees of the other Party.
2. **SHORTAGES AND DEFECTS OF GOODS:** Buyer will be deemed to have accepted the Goods unless MCA is notified in writing of the rejection of any unit of the Goods within three (3) days of receipt. Any claim of shortages or defects must be made within three (3) days of delivery to Buyer. Claims must be provided to MCA in writing and must detail for MCA the specific reason(s) for rejection. Buyer shall afford MCA prompt and reasonable opportunity to inspect all Goods against which any claim is made. Buyer shall not return any Goods to MCA without prior authorization. After MCA has reviewed the rejection notice and authorized the return, Buyer will return the rejected Goods to MCA (or MCA's designee) in the same condition as when it was received. All returns must be in the original container and packaging along with all accessories and instructions included must be shipped freight prepaid. Notwithstanding the foregoing, (a) in the event MCA reasonably determines that the basis for rejection relates to a matter covered by a Manufacturer Warranty, MCA shall have no liability under this Section other than to inform Buyer of such determination.
3. **PRICING AND PAYMENT:** Pricing for the Services or the Goods, or the manner or method by which such prices shall be set or finally determined, shall be set forth in the Quote. All quotations reflect U.S. Dollars. Buyer acknowledges that prices may fluctuate due to manufacturer costs, supply chain variances or Force Majeure Events (hereinafter defined). As such, MCA reserves the right to adjust prices accordingly and/or cancel Quotes at any time. MCA will make reasonable effort to provide Buyer timely notice of such changes. The right to refuse to accept any Quotes for any reason is reserved by MCA even if a previous quotation has been made. All payments must be made in U.S. Dollars. Payment shall be due and payable no later than thirty (30) days from the date of invoice. If Buyer makes payment by check, the check must be drawn on a US bank. Payment shall not be deemed received by MCA for any purpose hereunder, including MCA's security interest in the Goods, until such time as MCA receives cleared available funds. Each Quote, assuming due fulfillment thereof, shall be considered a separate and independent transaction and payment therefor shall be made accordingly. Payment shall not be withheld on account of any claim by Buyer against MCA. Buyer shall not and acknowledges that it will have no right, under this Agreement or any other agreement, document, or law to withhold, offset or debit any amounts owed or due to MCA or any of its Affiliates against any other amount owed or due to MCA or any of its Affiliates under any other document or agreement. If Buyer disputes any portion of a MCA invoice, Buyer shall pay the undisputed portion when due and MCA and Buyer shall work in good faith to resolve the dispute as to the balance within thirty (30) days from notice of the disputed portion, at which point Buyer agrees to pay that portion whether an agreement has been reached or otherwise. Any invoiced amount which is not paid in accordance with this Agreement shall be considered overdue. Nonpayment or delay in payment by Buyer shall be considered a breach of the Agreement. If services, installation and/or shipments (as applicable to a particular Quote) are delayed by the Buyer, payments shall be due on the date when MCA is prepared to perform (or cause a third party to perform). Goods held for the Buyer shall be at the risk and expense of the Buyer. Goods shipped as exchanges will be invoiced for full value until the exchange is complete and Goods has been returned to MCA in good and working condition, at which point a credit for the full value will be given to Buyer. If the financial condition of the Buyer at any time does not, in MCA's sole and absolute discretion, justify continuance of performance or shipment on the terms of payment specified, MCA may require full or partial payment from the Buyer in advance. In the event of bankruptcy or insolvency of the Buyer, or in the event any proceedings are brought by or against the Buyer under any bankruptcy or insolvency laws, MCA shall be entitled to cancel any Quote then outstanding and shall receive reimbursement for any expenses incurred by it in connection with such cancellation and any applicable cancellation charges.
4. **STANDARD TERMS WITHOUT CREDIT:** If Buyer has not established preliminary credit with MCA, prepayment of the full amount of any invoice is required, unless such requirement is waived by MCA in its sole and absolute discretion.
5. **STANDARD TERMS WITH CREDIT:**
 - a. Up to \$50,000.00 – within Net thirty (30) days after date of invoice submitted by MCA.
 - b. Over \$50,000.00 may require the below milestone payments:
 - 40% down once a Quote is accepted by MCA
 - 50% once materials shipped for Buyer's use
 - 10% within thirty (30) days of the earlier of invoice or completion of installation, if applicable.
6. **NON-STANDARD CREDIT TERMS:** Negotiable prior to Quote acceptance.

7. **NON-STANDARD PAYMENT TERMS:** Non-standard payment terms which include cash payments and credit card payments by customers with credit terms with MCA, may be subject to convenience fees, in MCA's sole and absolute discretion.
8. **LATE FEES:** MCA shall be entitled, without prejudice to any of its other rights or remedies, after a seven (7) day grace period, to charge Buyer interest at the rate of 1.5% on any past due amount.
9. **TAXES:** The prices stated in any quote or Quote may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the Services and, if applicable, the Goods will be added by MCA to the sales price and shall be paid by the Buyer, unless Buyer provides MCA with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Buyer shall pay to MCA the full payment of any such increase no later than ten (10) days after receipt of invoiced charges.
10. **SECURITY INTEREST.** Buyer grants to MCA a purchase money security interest in the Goods, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon any default or breach by Buyer hereunder and to the extent applicable, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. Buyer hereby authorizes MCA to take any and all steps it determines are necessary to cause its security interest to be maintained and perfected, including, without limitation, the filing of any financing statements, and any amendments and/or renewals thereof. MCA shall have the right to enter Buyer's premises and repossess and remove any Goods if full payment has not been timely received by MCA.
11. **DELIVERY:** Unless otherwise specifically stated in an agreement signed by the Parties, delivery of all Goods shall be FOB MCA's shipping facility or at MCA's option, FOB point of manufacture. The Goods shall be delivered to the delivery address stated in the Quote. Shipping or delivery dates are best estimates only. In either case during the Buyer's usual business hours. MCA will arrange for ground shipment through a carrier of its choice unless a specific carrier has been mutually agreed upon in writing by both Buyer and MCA. All shipping charges will be prepaid by MCA and subsequently added to the Buyer's invoice. Title and risk of loss or damage shall pass to Buyer upon MCA's delivery of the goods to a common carrier or other delivery agency for shipment to Buyer. MCA assumes no liability in connection with shipment nor shall the carrier in any way be construed to be an agent of MCA. MCA shall not be liable for any damages or penalty for delay caused by transportation or failure to give notice of such delay. The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, if applicable, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course. If MCA is unable to make deliveries as specified by Buyer, MCA shall notify Buyer immediately. Upon MCA's notification to the Buyer of delivery, or upon storing the Goods at the Buyer's request, the Buyer is deemed to have accepted the Goods, and thus, the ownership and all associated liabilities for the Goods. Upon delivery, any and all risks related to the possession, use, or maintenance of the Goods shall be borne solely by the Buyer. Insurance is the sole responsibility of the Buyer. MCA is not responsible for procuring insurance for the Goods, and the cost of any insurance coverage will not be included in the Product price unless explicitly requested by the Buyer at the time of Quote acceptance. Should the Buyer request MCA to insure the Goods, the associated costs will be added to Buyer's invoice. MCA reserves the right to make deliveries in installments and the contract shall be severable as to such installments. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries.
12. **INSPECTION:** MCA shall take any steps necessary to comply with any reasonable request by the Buyer to inspect or test the Goods prior to installation. If as a result of inspection or testing the Buyer is not satisfied that such Goods will perform as anticipated per the written guidelines of the applicable manufacturer of any particular Goods (each, a "Manufacturer"), and if the Buyer so informs MCA within three (3) days of inspection or testing, MCA shall take commercially reasonable steps as are necessary to ensure compliance. Failure to so inform MCA within such three (3)-day period shall constitute Buyer's irrevocable waiver of its rights under this Section.
13. **CANCELLATION.** In the event of a cancellation by Buyer for any reason, Buyer will be responsible for payment to MCA for all Goods received, all non-cancelable goods on order with third-party suppliers, as well as Services provided up to the date of cancellation as follows:
 - a. **Goods:** Buyer will pay the full price for all Goods that have been delivered and received, or which are in transit, whether to the project site or as Offsite Stored Materials, through the date that notice of cancellation is received by MCA. These Goods will be invoiced at the previously agreed-upon rates and payment will be made within 30 days of the date of invoice.
 - b. **Goods on Order and Non-Cancelable:** Buyer will pay the full agreed upon price for all Goods that have been ordered specifically for the project and which cannot be canceled or returned for full reimbursement. This includes any custom-made items or materials that were procured for the project. These Goods will be invoiced at the previously agreed-upon rates and payment shall be made within 30 days of the date of invoice.
 - c. **Services Provided:** Buyer will pay for all Services rendered by MCA up to the date notice of project cancellation is received by MCA. The Services will be invoiced at the previously agreed-upon rates and payment will be made within thirty (30) days from the date of the invoice. Services provided include but are not limited to consultation, design, installation labor, project management, subcontracted services and any other services outlined in the Agreement.
 - d. **Returnable or Cancelable Goods:** May be returned at Buyer's expense and may be subject to restocking charges. Programmed Goods may be returned at MCA's discretion and will be subject to a reprogramming fee.
14. **WARRANTY:**
 - a. **MANUFACTURER'S WARRANTIES.** Manufacturers of the Goods provide warranties, including, a software warranty and a license warranty, of varying periods and coverage (collectively, "Manufacturer Warranties"). Written copies of Manufacturer Warranties are available upon request. Buyer acknowledges and agrees that MCA shall have no obligation whatsoever in respect of Manufacturer Warranties and makes no warranty with respect to any goods or supplies supplied by any third party.
 - b. **LIMITED SERVICES WARRANTY.** MCA warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement ("Limited Services Warranty"). The Limited Services Warranty shall survive for a period of twelve (12) months following the date Services commences (the "Warranty Period"). The Limited Services Warranty is not assignable or transferable to any third party (including any Affiliate of Buyer).
 - c. **WARRANTY DISCLAIMER.** EXCEPT FOR THE LIMITED SERVICES WARRANTY, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES AND/OR ANY GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (E) OTHER WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

- d. **WARRANTY CONDITIONS.** MCA shall not be liable for a breach of the Limited Services Warranty unless: (A) Buyer gives written notice of breach thereof, reasonably described, to MCA within twenty (20) days of the time when Buyer discovers or ought to have discovered the breach and such notice is given during the Warranty Period and (B) MCA reasonably verifies Buyer's claim that the Services was defective. MCA shall not be liable for a breach of the Limited Services Warranty if (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow MCA's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of MCA.
- e. **EXCLUSIVE REMEDIES.** Subject to Buyer's compliance with the paragraph titled "Warranty Conditions" above, Buyer's sole and exclusive remedy for breach of the Limited Services Warranty shall be, in MCA's sole discretion, (i) to repair or re-perform the applicable Services or (ii) to credit or refund the price of such Services at the pro rata contract rate. SUCH REMEDY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MCA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICES WARRANTY.
15. **AFFILIATES.** MCA reserves the right, without prior notice to Buyer, to provide any Goods through, or cause any of its obligations under this Agreement to be performed by any of its Affiliates. In such case, the work shall be treated as a separate agreement between the Buyer and Affiliate, governed by the Agreement with the Affiliate taking the place of MCA for all purposes herein. Buyer is to make payment directly to the Affiliate for such Quotes. For the purposes of this Agreement, "Affiliate" shall mean, with respect to a Party, any entity which owns or controls, is owned or controlled by, or is under common ownership or control with, such Party. In addition, MCA may subcontract the Services to be provided to Buyer to a third party without Buyer's consent, provided that such subcontracting will not release MCA from any of its obligations under the Agreement.
16. **FORCE MAJEURE:** MCA shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, flood, fire, earthquake, explosion, acts of the Buyer, acts of civil or military authority, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, embargoes or blockades, national or regional emergency, judicial action, pandemic, epidemic, default of subcontractors or vendors, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary power, labor or materials (each, a "Force Majeure Event"). In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.
17. **GOVERNMENT CONTRACTS:** In the event that the Buyer's customer is the United States Government, the Services and, if applicable, Goods are purchased as Commercial Services or Commercial Goods, respectively, under the Federal Acquisition Regulation ("FAR"), and MCA will agree to comply with, if applicable, FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Quotes—Commercial Goods and Commercial Services). Any other Government flow downs shall be negotiated by the Parties and agreed upon between the Parties in writing prior to acceptance of a Quote by MCA.
18. **FCC AND OTHER GOVERNMENT MATTERS:** Although MCA may assist in the preparation of FCC License Applications as a courtesy, Buyer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of the Buyer in FCC or other governmental matters.
19. **NON-SOLICITATION.** MCA expends considerable resources including money, time, training, etc. to properly train and educate its employees. MCA experiences considerable financial and other harm when its employees are recruited and hired by customers. Therefore, Buyer agrees to not recruit or solicit any MCA employee until and after such employee has terminated his employment with MCA for a period of at least one (1) year. In consideration of MCA performing its services under this Agreement, Buyer acknowledges MCA's damages in such event and agrees to pay as liquidated damages for breach of this Section a one-time payment equal to five hundred (500) times the then standard technician hourly billable rate, which is currently \$200/hour.
20. **PATENT, COPYRIGHT AND TRADEMARKS:**
- COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for manufacturers certain exclusive rights, in the manufacturer's software incorporated into any Goods ("Manufacturer's Software") or included in Services, mask works and other works of authorship furnished hereunder, including, without limitation, the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in, and redistributed with, only the Goods which incorporate the same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
 - REVERSE ENGINEERING:** Buyer acknowledges manufacturer's claim that the Manufacturer's Software and Goods furnished hereunder contain valuable trade secrets of manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Goods. Since unauthorized use of such Manufacturer's Software and Goods will greatly diminish the value of such trade secrets.
 - LOGOS AND TRADEMARKS:** Buyer shall not have a right to use any trademarks, names, slogans, or designations of MCA or any manufacturer of Goods incorporated into or included in any Goods and/Services.
21. **MUTUAL WAIVER OF SUBROGATION.** Customer and MCA waive all rights against each other for damages caused by any loss, to the extent those losses are covered and paid by insurance, and except such rights as they have to proceeds of such insurance. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. Except for damages covered and paid by insurance (for which the Parties have waived rights of subrogation, as outlined elsewhere in this agreement), the Parties agree that MCA's aggregate liability for all claims, suits, actions and proceedings, howsoever arising, directly or indirectly, under or relating to this agreement or its subject matter, including (but not limited to) those based on breach or rescission of contract or tort, shall not exceed, in the aggregate: (i) the fees paid by the Customer to MCA under this Agreement.
22. **LIMITATIONS:**
- LIMITATIONS OF MCA LIABILITY.** IN NO EVENT SHALL MCA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT IN RESPECT OF ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS CONTRACT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT. Both Parties agree that this waiver of consequential damages is a material inducement to enter into this Agreement.
 - MAXIMUM LIABILITY.** IN NO EVENT SHALL MCA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE

PRICE OF THE PARTICULAR GOODS SOLD AND/OR SERVICES RENDERED HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.

- c. **EXCLUSIONS.** Notwithstanding the foregoing, the limitations of MCA's liability set forth herein shall not apply to (i) liability resulting from MCA's willful misconduct and (ii) death or bodily injury resulting exclusively from MCA's acts or omissions.
 - d. **INSURANCE:** It is further understood that MCA is not an insurer, and that Buyer shall obtain and maintain all necessary and appropriate policies of insurance in respect of its obligations under this Agreement. MCA does not represent or warrant, and MCA hereby expressly disclaims any responsibility for, that Goods will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the Goods sold herein.
 - e. **NO REPRESENTATIONS.** MCA's representatives are only authorized to fill in the blanks on any agreement, sales Quote or quote form governed by this Agreement. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Buyer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to the Agreement.
23. **INDEMNITY.** MCA agrees to indemnify and hold harmless the Customer, including its officers, directors, and employees, from and against all losses, damages, expenses, and claims, up to the amount of the Quote, but only to the extent caused solely by the grossly negligent acts or omissions of MCA in the performance of Services. Buyer agrees to indemnify, defend, and hold harmless MCA, its officers, directors, and employees for any and all claims, including claims asserted by third parties, and against any and all liabilities, losses, damages, expenses, liens, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines costs and expenses, including, without limitation, reasonable attorneys' fees, costs of collection, costs of recovering insurance, and costs of enforcing this indemnification provision for death, personal injury, or property damage arising out of any negligent act or omission of Buyer, except to the extent such claims are contributed to by (i) the negligence or willful misconduct of MCA. Any Party seeking indemnity hereunder agrees to (i) notify the other Party in writing of any claims as soon as reasonably practicable; (ii) allow the other Party to control the defense of any such claim and related settlement negotiations; and (iii) reasonably cooperate with the other Party in any defense actions.
24. **GOVERNING LAW AND VENUE.** This Agreement is governed by and construed in accordance with the laws of where the Project is located. In addition, the Parties hereto consent to the jurisdiction of any South Carolina state or federal court over any claims arising under or relating to this Agreement, or the relationship between them.
25. **DISPUTES AND ATTORNEYS' FEES.** The Parties shall attempt in good faith to resolve any disputes, controversy, or claim arising out of this Agreement by negotiation between the representatives of each Party who have the authority to settle the dispute. As a precondition to commencing litigation of any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices), the Parties agree to participate in mediation with a mediator to be chosen by mutual agreement. If mediation is unsuccessful, any litigation shall take place in Spartanburg County South Carolina, United States of America, which shall be the exclusive forum for resolving the dispute, controversy, or claim. Each Party irrevocably and unconditionally waives any right to a trial by jury in respect to any legal action arising from this Agreement or any other agreement between the Parties. Should any dispute arise between the Parties regarding the interpretation, application, effect or enforcement of this Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.
26. **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of each Party and its respective heirs, successors, and assigns. The Buyer shall not assign in whole or in part these T&Cs or any interest therein or any rights hereunder without the written consent of MCA, which shall not be unreasonably withheld or delayed. Any such assignment without consent shall be void. Notwithstanding the foregoing, MCA may assign this Agreement or any other agreement between the Parties, without consent in whole or in part, for the purposes of corporate reconstruction, reorganization, or analogous proceeding, or to (a) any Affiliate; or (b) a third party in the event of a merger, recapitalization, conversion, consolidation, other business combination or sale of all or substantially all of the assets of MCA to such third party.
27. **NOTICES.** All notices or communications (other than normal business communications) required by this Agreement, or desired to be given hereunder, shall be in writing addressed indicated in the applicable signature block hereto, and given by electronic or USPS mail, with delivery confirmation, or an overnight mail service that confirms delivery and shall be deemed to be given when received.
28. **NON-WAIVER:** The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.
29. **SEVERABILITY:** If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
30. **ENTIRE AGREEMENT.** This Agreement, together with the Quotes and any Exhibits attached thereto, from time to time, sets forth the entire agreement and understanding between the Parties and supersedes all prior negotiations, agreements and understandings with respect thereto. No representations, statements, or inducements, oral or written, not contained herein shall bind either Party. This Agreement may only be amended by a written document duly executed between the Parties. No waiver, alteration or modification of the Agreement shall be binding on MCA unless in writing and signed by an authorized signor of MCA.



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: January 21, 2025

SUBJECT: Purchase Requisition, Car Mounted Radios for PD Vehicles, Motorola Solutions, \$42,281.92

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

Requisition 251256 to Motorola Solutions in the amount of \$42,281.92 is for installation of car mounted radars on four new PD vehicles.

Recommendation:

Approve the requisition

Funding Source/GL Code:

GL Code No. 01-33-600-80000 Amount: \$42,281.92

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$42,281.92 to Motorola Solutions.

Billing Address:
NORTHPORT, CITY OF
3500 MCFARLAND BLVD
NORTHPORT, AL 35476
US

Quote Date:12/18/2024
Expiration Date:03/18/2025
Quote Created By:
Kyle Sanderson
Kyle.Sanderson@
motorolasolutions.com

End Customer:
NORTHPORT, CITY OF
Chief Carpenter

Contract: 16932 - ALABAMA STATE
CONTRACT

REQ-251256

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TXS9PW1AN	APX8500 ALL BAND HP MOBILE	4	\$6,944.08	\$4,824.75	\$19,299.00
1a	GA09008AA	ADD: GROUP SERVICES	4	\$165.00	\$114.64	\$458.56
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	4	\$6.00	\$4.17	\$16.68
1c	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP	4	\$879.00	\$610.73	\$2,442.92
1d	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	4	\$480.00	\$480.00	\$1,920.00
1e	G996AS	ENH: OVER THE AIR PROVISIONING	4	\$110.00	\$76.43	\$305.72
1f	GA00580AA	ADD: TDMA OPERATION	4	\$495.00	\$343.93	\$1,375.72
1g	G51AT	ENH:SMARTZONE	4	\$1,650.00	\$1,146.42	\$4,585.68
1h	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	4	\$0.00	\$0.00	\$0.00
1i	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	4	\$66.00	\$45.86	\$183.44
1j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4	\$0.00	\$0.00	\$0.00
1k	QA03399AA	ADD: ENHANCED DATA APX	4	\$165.00	\$114.64	\$458.56
1l	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	4	\$0.00	\$0.00	\$0.00
1m	G806BL	ENH: ASTRO DIGITAL CAI OP APX	4	\$567.00	\$393.95	\$1,575.80



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc., 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1n	GA01670AA	ADD: APX E5 CONTROL HEAD	4	\$717.00	\$498.17	\$1,992.68
1o	W22BA	ADD: STD PALM MICROPHONE APX	4	\$79.00	\$54.89	\$219.56
1p	QA09113AB	ADD: BASELINE RELEASE SW	4	\$0.00	\$0.00	\$0.00
1q	W969BG	ENH: MULTIKEY OPERATION	4	\$363.00	\$252.21	\$1,008.84
1r	G361AH	ENH: P25 TRUNKING SOFTWARE APX	4	\$330.00	\$229.28	\$917.12
1s	G387AD	ADD: MULTICAST VOTING SCAN	4	\$220.00	\$152.86	\$611.44
1t	G89AC	ADD: NO RF ANTENNA NEEDED	4	\$0.00	\$0.00	\$0.00
Product Services						
2	LSV00Q00202A	DEVICE PROGRAMMING	4	\$250.00	\$241.25	\$965.00
3	LSV00Q00203A	DEVICE INSTALLATION	4	\$928.57	\$896.07	\$3,584.28
APX™ Radio Management		RADIO MANAGEMENT				
4	T7913A	RADIO MANAGEMENT OFFLINE	1	\$0.00	\$0.00	\$0.00
4a	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFLINE	4	\$110.00	\$90.23	\$360.92

Subtotal \$58,098.60

Total Discount Amount \$15,816.68

Grand Total **\$42,281.92(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



12/18/2024

NORTHPORT, CITY OF
3500 MCFARLAND BLVD
NORTHPORT, AL 35476

Dear Chief Carpenter ,

Motorola Solutions is pleased to present NORTHPORT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide NORTHPORT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kyle Sanderson at Kyle.Sanderson@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kyle Sanderson



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: January 21, 2025

**SUBJECT: Purchase Requisition, 2025 MWCF Annual Workman's Compensation Renewal,
\$266,406.00**

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Joseph Rose

Approved By: Joseph Rose

Summary:

This item is for our annual workman's compensation renewal and payment to the Alabama Municipal Workman's Compensation Fund.

Recommendation:

Recommend payment

Funding Source/GL Code:

GL Code No. 01-26-000-50320 Amount: \$266,406.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$266,406.00 to Alabama Municipal Workman's Compensation Fund.



MUNICIPAL WORKERS COMPENSATION FUND, INC.

P.O. BOX 1270 • 535 ADAMS AVENUE • MONTGOMERY, AL 36102

334-262-2566 • FAX 334-263-0200

CLAIMS 1-888-736-0210

SADIE BRITT

Councilmember, Lincoln
Chair

PHIL SEGRAVES

Mayor, Guin
Vice Chair

JASON REAVES

Mayor, Troy
Director

JIM STAFF

Mayor, Atmore
Director

LAWRENCE HAYGOOD

Mayor, Tuskegee
Director

RICHARD BUTTENSCHAW

President

GREG COCHRAN

Secretary/Treasurer

BARRY CRABB

Finance Director

December 31, 2024

City Of Northport
Attention: Accounts Payable
P O Box 569
Northport, AL 35476

Dear John Hinton,

It's time for your workers compensation insurance renewal. We have enclosed your 2025 Renewal Billing and information about financing your premiums, if you choose to do so. **Payment is due by February 1st.** We sincerely thank you for your support of the Municipal Workers Comp Fund (MWCF) program, which has been offered through the Alabama League of Municipalities since 1976. Together we work to hold down your workers comp insurance costs in Alabama.

Enclosed is your 2025 Estimated Annual Renewal Billing. This billing was computed using your 2023 Audited Payrolls, or your budgeted payrolls if provided by you, multiplied by the 2025 Rates, less any applicable discounts. Please find below a snapshot of your 2025 discounts and premium.

2025 Premium and Savings

- STANDARD PREMIUM – \$ 604,429.00
- DISCOUNTS – \$ 248,420.00
- RENEWAL DIVIDEND – \$ 89,603.00
- 2025 AMOUNT DUE – \$ 266,406.00

We are pleased to announce that a \$4.5 million dividend was declared for 2025 by your MWCF Board of Directors. MWCF has returned more than \$89 million in dividends back to eligible members, since it began in 1976. If you were eligible and received a renewal dividend for 2025, this is already reflected on your billing. **Please note: you must maintain your coverage for the entire 2025 Fund Year to receive the Renewal Dividend.**

Many MWCF members have elected to cover their volunteer police, volunteer firefighters, and volunteer rescue squad workers through MWCF's program. This optional coverage includes medical benefits, which are paid by MWCF, and limited disability benefits, which are paid by Provident Life and Accident Insurance Company, for a cost of \$135 per volunteer per year. Volunteer police, firefighters, and rescue squad workers are the only volunteer employees covered by MWCF. **This coverage is indicated by having Payroll Class Codes 7711 and/or 7727 listed on your enclosed Estimated Annual Billing.** If you have this coverage, please update your rosters and e-mail these to cthie@mrm-llc.com. Only individuals listed on the roster on file are covered. If you are interested in adding this coverage, simply give us a call and we will assist you with this process.

If you have the volunteer police, firefighters, or rescue squad coverage through MWCF, please remember to maintain the Beneficiary Designation Form in your records for each of your volunteer police, firefighter, or rescue squad members. A blank Beneficiary Designation Form is included for you.

MWCF has again, for the 2025 Fund Year, chosen to work with premium financing companies to help those municipal entities that need better cash flow options on premium payment. Enclosed you will find a flyer about premium financing.

Thank you, again, for your support and please do not hesitate to call, e-mail, or visit www.almwcf.org with any questions.

Very truly yours,

Carla M. Thienpont
MWCF Policy Administration Manager
cthie@mrm-llc.com
1-888-736-0210



Municipal Workers Compensation Fund, Inc.
P.O. Box 1270
Montgomery, AL36102

Estimated Contribution Billing

Name Of Insured:
City Of Northport
Attention: Accounts Payable
P O Box 569
Northport, AL35476

Policy Contact: John Hinton

Policy Effective Date	2/1/2025
Policy Terminate Date	1/31/2026
Policy Number	001-2025-00183-00
Risk ID	014001778

Printed 12/31/2024 9:58 AM

DUE UPON RECEIPT

TOTAL AMOUNT DUE	\$ 266,406.00
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Rate Code	Payroll Description	Rate	Basis	Payroll	Manual Premium
0042AL	Landscape gardening & drivers	5.67%	Payroll	187,222	\$ 10,615.00
5506AL	Paving or Repaving & Drivers	6.23%	Payroll	790,301	\$ 49,236.00
6325AL	Street Light Installation	5.37%	Payroll	111,353	\$ 5,980.00
7380AL	Drivers/Chauffeurs & helpers NOC-commercial- & drivers	6.6%	Payroll	897,746	\$ 59,251.00
7520AL	Waterworks operation & drivers	3.33%	Payroll	1,799,186	\$ 59,913.00
7580AL	Sewage disposal plant operation & drivers	2.89%	Payroll	379,234	\$ 10,960.00
7710AL	Firefighters and drivers	4.61%	Payroll	5,914,505	\$ 272,659.00
7720AL	Police officers & drivers	4.47%	Payroll	4,276,412	\$ 191,156.00
8264AL	Recycle Plant	5.74%	Payroll	270,525	\$ 15,528.00
8380AL	Auto Repair Shop	3.47%	Payroll	283,526	\$ 9,838.00
8601AL	Engineers	0.37%	Payroll	395,922	\$ 1,465.00
8810AL	Clerical office employees NOC	0.19%	Payroll	4,233,669	\$ 8,044.00
8820AL	Attorney-all employees & clerical, messengers, drivers	0.16%	Payroll	320,368	\$ 513.00
8831AL	Animal Control	1.85%	Payroll	67,439	\$ 1,248.00
9015AL	Building Maintenance and Janitor	4.47%	Payroll	188,038	\$ 8,405.00
9101AL	Library Workers/College Schools Other employees	3.43%	Payroll	5,883	\$ 202.00
9402AL	Street cleaning & drivers	9.63%	Payroll	422,830	\$ 40,719.00
9410AL	Building Inspection and Code Enforcement	2.73%	Payroll	162,832	\$ 4,445.00
Subcontractors					
5022AL	Masonry NOC	9.49%	Payroll	14,850	\$ 1,409.00
5403AL	Carpentry NOC	5.14%	Payroll	35,150	\$ 1,807.00
5537AL	Heating,Ventilation,air conditioning installation,service and repair	4.63%	Payroll	8,775	\$ 406.00
7520AL	Waterworks operation & drivers	3.33%	Payroll	1,500	\$ 50.00
7580AL	Sewage disposal plant operation & drivers	2.89%	Payroll	13,170	\$ 381.00
8810AL	Clerical office employees NOC	0.19%	Payroll	82,033	\$ 156.00
8868AL	College/School-professional employees & clerical	0.51%	Payroll	4,050	\$ 21.00
9102AL	Park NOC-all employees & drivers	3.7%	Payroll	24,779	\$ 917.00
9156AL	Actors,Players,Entertainers,Musicians	2.8%	Payroll	2,000	\$ 56.00
9410AL	Building Inspection and Code Enforcement	2.73%	Payroll	5,700	\$ 156.00
Total				20,898,998	\$ 755,536.00



Municipal Workers Compensation Fund, Inc.
P.O. Box 1270
Montgomery, AL36102

Estimated Contribution Billing

Name Of Insured:
City Of Northport
Attention: Accounts Payable
P O Box 569
Northport, AL35476

Policy Contact: John Hinton

Policy Effective Date 2/1/2025
Policy Terminate Date 1/31/2026
PolicyNumber 001-2025-00183-00
Risk ID 014001778

Printed 12/31/2024 9:58 AM

DUE UPON RECEIPT

TOTAL AMOUNT DUE \$ 266,406.00

Rate Code	Payroll Description	Rate	Basis	Payroll	Manual Premium
Premium Factors		Factor		Amount	Premium
Experience Modifier		.80			\$ 604,429.00
Drug Free		8.00 %		\$ -48,354.00	
Scheduled Discount		21.00 %		\$ -126,930.00	
Medical Protocol		4.00 %		\$ -24,177.00	
Volume Discount		5.10 %		\$ -30,826.00	
Triage Program		3.00 %		\$ -18,133.00	
Renewal Dividend					\$ -89,603.00
Annual Premium					\$ 356,009.00
Total					\$ 266,406.00

Make Check Payable and Remit to:
Municipal Workers Compensation Fund, Inc., P.O. Box 1270, Montgomery, AL36102

Total Now Due: \$ 266,406.00



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: January 21, 2025

SUBJECT: Purchase Requisition, Radars for new PD Vehicles, Stalker Radar, \$8,180.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

Requisition 251255 to Stalker Radar in the amount of \$8,180.00 is for Dual Antenna Radar Systems for four new PD Vehicles.

Recommendation:

Approve the requisition

Funding Source/GL Code:

GL Code No. 01-33-600-80000 Amount: \$8,180.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$8,180.00 to Stalker Radar.

applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1

Date: 12/19/24

Inside Sales Partner:

Brooke Journet

+1-469-656-8011

Reg Sales Mgr:

Adam Holland

972-398-3780

brookej@stalkerradar.com

adam.holland@stalkerradar.c

Effective From : 12/19/2024

Valid Through: 03/19/2025

Lead Time: 45 working days

Bill To:	Customer ID: 354761	Ship To:	FedEx Ground
City of Northport		Northport Police Dept	
PO Box 569	Accounts Payable	3721 26th Ave	Captain Jerome Fields
Northport, AL 35476-0569		Northport, AL 35473-2952	

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	4	805-0022-00	Dual - 2 Antenna Radar System	36	\$2,045.00	\$8,180.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	4	200-0998-50	Dual Enhanced Counting Unit, 1.5 PCB, ARM Processor		\$0.00
2	4	200-1571-00	Dual SL Modular OSC Display		\$0.00
3	8	200-1468-00	Dual DSR Ka Antenna		\$0.00
4	4	200-0920-00	Dual SL Remote Control w/Screw Latch		\$0.00
5	4	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
6	4	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
7	4	200-0243-00	Counting/Display Tall Mount		\$0.00
8	4	200-0244-00	Antenna Dash Mount		\$0.00
9	4	200-0245-00	Antenna Tall Deck Mount		\$0.00
10	4	200-0648-00	Display Sun Shield		\$0.00
11	4	155-2591-08	8 Foot Antenna Cable, IP67		\$0.00
12	4	155-2591-20	20 Foot Antenna Cable, IP67		\$0.00
13	4	200-0622-00	VSS Cable Kit		\$0.00
14	4	200-0820-00*	Dual Manual Kit		\$0.00
15	4	006-0096-00	Fan Noise Suppression Addendum - Dual SL		\$0.00
16	4	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
17	4	005-1468-00	Dual Certified Package		\$0.00
18	4	060-1000-36	36 Month Warranty		\$0.00

Group Total \$8,180.00

Product	\$8,180.00	Sub-Total:	\$8,180.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		Total: USD	\$8,180.00

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: January 21, 2025

SUBJECT: Purchase Requisition, Cradlepoints for PD Vehicles, \$5,794.20

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

Requisition 251254 to Cradlepoint in the amount of \$5,794.20 is for 4 cradlepoints for PD vehicles.

Recommendation:

Approve the requisition

Funding Source/GL Code:

GL Code No. 01-33-600-80000 Amount: \$5,794.20

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,794.20 to Cradlepoint.

Cradlepoint Quote

REQ - 251254

Quote Date 12/19/2024
Quote Expiration Date 1/18/2025

Quote Number 00003739
Opportunity Owner Gabrielle Pugh

End User Info

Company Name City of Northport
Company State Alabama

Contact NA

Quantity	Product SKU	Product Description	Invoice SKU	Invoice Description	MSRP	MSRP Total	Customer Price	Customer Total
4.00	170716-001	Power Supply, 12V Small 2x2 1.5M (North America Type A); Used with IBR1700, IBR900, IBR600C/IBR650C, IBR200, E100, E300, R500-PLTE, R920, S700, S750	4102R	Cradlepoint Power Supply	\$24.99	\$99.96	\$21.17	\$84.68
4.00	MA03-0920-C7A-NA	3-yr NetCloud Mobile Essentials Plan and R920 router with WiFi (300Mbps modem), no AC power supply or antennas, North America	4347S	Cradlepoint Router	\$1,320.00	\$5,280.00	\$1,118.12	\$4,472.48
4.00	SH-IN2617	5 IN 1 SHKG-6-60-DW SFIN ANT 2xWIFI GNSS-BLK.5m FTD EX CBL	4349S	Panorama Antenna	\$424.66	\$1,698.64	\$309.26	\$1,237.04

Grand Total \$5,794.20

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

AGENDA ITEM NO. 9.c.9.

MEETING DATE: January 21, 2025

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

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

Requisition 251253 to Motorola Solutions in the amount of \$18,416.75 is for quarterly maintenance of the PD Radio Towers.

Recommendation:

Approve the requisition.

Funding Source/GL Code:

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

Motion for Consideration:

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

KEG-251253

Page 1/1



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

ORIGINAL INVOICE			
Transaction Number 8230496297		Transaction Date 02-JAN-2025	
Transaction Total 18,416.75 USD			
P.O. Number		P.O. Date	Customer Account No 1011282407
Payment Terms Net Due in 30 Days			Payment Due Date 01-FEB-2025
Bill To Address NORTHPORT, CITY OF ATTN: Accounts Payable 3500 MCFARLAND BLVD NORTHPORT AL 35476 United States			
IMPORTANT INFORMATION Service From 01-FEB-2025 Service To 30-APR-2025 Sales Order(s): USC000006948-R01-JAN-24 14:37:20 For all invoice payment inquiries contact AccountsReivable@motorolasolutions.com Telephone: 800-247-2346 Fax: +1(631)883-4238			
SPECIAL INSTRUCTIONS / COMMENTS General Comment: Regular Invoice To view your invoices in other formats and perform secure online bill payment, login to your account on http://www.motorolasolutions.com/self-service/myaccount/billingmanagement/ . For online support, contact the Motorola Solutions Support team using the online Chat feature or by calling 1-800-422-4210			
Total Tax AL 0.00		USD Subtotal	18,416.75
		USD Total Tax	0.00
		USD Total	18,416.75
		USD Amount Due	18,416.75

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8230496297	Customer Account No 1011282407	Payment Due Date 01-FEB-2025	Transaction Total 18,416.75 USD	Amount Paid
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Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

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

Payment Transfer Details

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

Send Payments To:



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

01-33-000-50406

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



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

AGENDA ITEM NO. 9.c.10.

MEETING DATE: January 21, 2025

SUBJECT: Purchase Requisition, Renewal of Bond pertaining to Condemnation of Property for the Hwy. 69/UCR Realignment, USI Insurance, \$7,595.00

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

On November 5, 2018, by Resolution 18-098, the City Council authorized the appeal from Probate Court to Circuit Court of the Condemnation Award for the Union Chapel Road Realignment Project, for Tract 2. A portion of this condemnation appeal process required the City of Northport to post a Supersedeas Bond, which we did in 2018. In 2023 we obtained an order reducing the total bond amount to \$423,000. The attached invoice is for the renewal of said reduced bond in the amount of \$7,595.00. This expense should be charged against the Hwy. 69/UCR Realignment Project and will be reimbursed by TCRIC.

Recommendation:

Approve.

Funding Source/GL Code:

GL Code No. 02-32-600-80002 Amount: \$7,595.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$7,595.00 to USI Insurance Services, LLC.

Client Statement



USI Insurance Services, LLC
P.O. Box 62689
Virginia Beach, VA 23466
855-874-0004
<http://www.usi.com>



City of Northport
P. O. Box 569

Northport, AL 35476

Receivables As Of: 12/15/2024
Statement Date: 12/16/2024

Statement Total: \$7,595.00

Invoice Number	Transaction Eff Date	Due Date	Description	Transaction Amount	Balance Due
5302005	11/20/2024	11/27/2024	Policy No: 80C203825 Eff. 11/20/2024-11/20/2025 Carrier Name: Ohio Casualty Insurance Company *Renewal - Judicial Bond Total Due for This Invoice	\$7,595.00	\$7,595.00

RECEIVED
DEC 27 2024
BY: _____

<u>0-30 Days</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>Over 90 Days</u>	Statement Total:	\$7,595.00
\$7,595.00	\$0.00	\$0.00	\$0.00		

Items appearing in the 31 days and older columns may be subject to cancellation for non payment by the insurance carrier.



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

AGENDA ITEM NO. 9.c.11.

MEETING DATE: January 21, 2025

SUBJECT: Purchase Requisition, License Renewal, Carahsoft, \$21,238.83

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests requisition approval to Carahsoft Technology Corporation for SSO software renewal. Requisition No. 251339.

Recommendation:

Approval of the Consent agenda will approve this request.

Funding Source/GL Code:

GL Code No. 01-22-000-50111 Amount: \$21,238.83

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$21,238.83 to Carahsoft Technology Corporation.

PRICE QUOTATION
CARASOFT TECHNOLOGY CORP

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



TO: Scott Murphy
IT Director
City of Northport
3721 26th Ave
Northport, AL 35473 USA

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

EMAIL: smurphy@cityofnorthport.org

EMAIL: Lauryn.Harris@carahsoft.com

PHONE: (205) 469-1356

PHONE: (571) 662-3889

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

QUOTE NO:	52122940
QUOTE DATE:	01/09/2025
QUOTE EXPIRES:	02/24/2025
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	\$21,238.83
TOTAL QUOTE:	\$21,238.83

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	Tec-TANGO-SUITE.	TecTANGO Suite Desktop Authentication and SSO for Enterprise applications. (VALID 1 YEAR) Technics Consulting, Inc. - Tec-TANGO-SUITE. Start Date: 02/24/2025 End Date: 02/24/2026		\$57.74 OM	275	\$15,878.50
2	Tec-DeskMFA.	Desktop MFA and Password Recovery Desktop Multi-factor Authentication for Online & Offline scenarios and Self Service Password Recovery & Account Unlock Licenses (Per User / Per Device / Per Year) (VALID 1 YEAR) Technics Consulting, Inc. - Tec-DeskMFA. Start Date: 02/24/2025 End Date: 02/24/2026		\$5.77 OM	275	\$1,586.75
3	Tec-Support.	Yearly Support Standard Email Support, Monday to Friday 8:00 AM to 5:00PM local time (VALID 1 YEAR) Technics Consulting, Inc. - Tec-Support. Start Date: 02/24/2025 End Date: 02/24/2026		\$3,773.58 OM	1	\$3,773.58
SUBTOTAL:						\$21,238.83
TOTAL PRICE:						\$21,238.83
TOTAL QUOTE:						\$21,238.83

Please reference quote number on your PO to Carahsoft.



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

AGENDA ITEM NO. 9.c.12.

MEETING DATE: January 21, 2025

SUBJECT: Purchase Requisition, DEF System Repair for Trash Truck #2370; Truckworx Holding Co., \$5,918.86

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

Trash Truck #2370 is not performing “regens” like it should, which leads to engine problems.

DEF, or Diesel Exhaust Fluid, is used to control the amount of chemicals emitted by diesel engines. It does this during a process called a regeneration cycle, often referred to as “regen”. “Regens” are necessary because they are the only means of removing soot build-up in an engine. If the soot is not burned off, it will eventually cause the engine to lose power.

The Public Works Department is respectfully requesting approval to have Truck # 2370’s DEF System repaired by Truckworx for \$5,918.86. This price is based on an estimate from the vendor that includes diagnostic fees, labor, and parts.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-323-50380 Amount: \$5,918.86

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,918.86 to Truckworx Holding, Co.

Kenworth of Birmingham, Inc.

2220 Finley Boulevard
Birmingham, AL 35234
Phone: (205) 326-6170
Fax: (205) 320-2212

*** Customer Review ***

Date / Time: 1/14/2025 8:03:08AM
Repair Order: 102398
Customer: 14368
Branch: BIR
Invoice Total: \$5,918.86

Billing Service

Page 1 of 2

Bill To: City of Northport
P O Box 569
Northport, AL 35476
Shop: 205-333-3003

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

Customer P/O: NEED PO

kennyb

Completion Date:

Unit Number: 2370

Model Year: 2012

Make/Model: Hino 338

Type: Service Truck

VIN: 5PVNV8JV1C4S52370

Task: 1 240-000000 Hino engine group - air intake, cooling, exhaust, Department: Service

Complaint: CHECK ENGINE LIGHT

Correction: PULLED UNIT INTO SHOP AND HOOKED UP COMPUTER AND FOUND THE FOLLOWING FAULTS:

ENGINE:

P204F - SCR MALFUNCTION

P141F - BURNER SYSTEM MALFUNCTION

P2463 - REGEN FAULTY (NOT COMPLETING)

BURNER CONTROL UNIT:

P0413 - MALFUNCTION OF ATOMIZER MASTER AIR VALVE

P2431 - ABNORMALITY IN AIR SUPPLY.

TROUBLESHOT AND FOUND PRIMARY AIR TANK WAS SHOWING "0". CHECKED AIR TANK AND FOUND IT HAD AIR IN IT. CHECKED SENSOR ON TANK (OK). CHECKED WIRING GOING TO SENSOR AND FOUND BROKEN WIRE TO TO AIR TANK SENSOR. REPAIRED AIR TANK SENSOR WIRE AND NOW PRIMARY AIR SHOWS CORRECT.

TROUBLESHOT P0413 & P2431 THAT WERE CAUSING THE P141F FAULT AND FOUND MASTER AIR VALVE INSIDE OF THE ATOMIZER IS INTERNALLY SHORTED.

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
	Shop Suppl	Shop Supplies	Misc	1.00	45.00	45.00
Task Subtotals						
Parts:						\$0.00
Core Chg:						\$0.00
Core Ret:						\$0.00
EHC:						\$0.00
Labor:						\$600.00
Miscellaneous:						\$45.00
Task 1 Subtotals:						\$645.00

Task: 2 240-000000 Hino engine group - air intake, cooling, exhaust, Department: Service

Complaint: REPLACE ATOMIZER

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
	Shop Suppl	Shop Supplies	Misc	1.00	75.00	75.00
HI	23209E0012R	INJECTOR SET- EXH COMB FUEL	Part	EA	4,198.86	4,198.86
HI	23209E0012R-C	INJECTOR SET- EXH COMB FUEL-Core	Inherent	1.00	250.00	250.00

Kenworth of Birmingham, Inc.

2220 Finley Boulevard
Birmingham, AL 35234
Phone: (205) 326-6170
Fax: (205) 320-2212

*** Customer Review ***
Date / Time: 1/14/2025 8:03:08AM
Repair Order: 102398
Customer: 14368
Branch: BIR
Invoice Total: \$5,918.86
Billing Service
Page 2 of 2

Bill To: City of Northport
P O Box 569
Northport, AL 35476
Shop: 205-333-3003

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

Customer P/O: NEED PO		kennyb	Completion Date:				
HI	23209E0012R-C	INJECTOR SET- EXH COMB FUEL-Core	Part	EA	(1.00)	250.00	(250.00)
Task Subtotals						Parts:	\$4,198.86
						Core Chg:	\$250.00
						Core Ret:	(\$250.00)
						EHC:	\$0.00
						Labor:	\$1,000.00
						Miscellaneous:	\$75.00
						Task 2 Subtotals:	\$5,273.86

Payment Method
Billing Service

Totals

Quote

Total Parts:

Total Core Chg:

Total Core Ret:

Total EHC:

Total Labor:

Total Miscellaneous:

Invoice Subtotal:

Total Tax:

Invoiced Total:

\$4,198.86

\$250.00

(\$250.00)

\$0.00

\$1,600.00

\$120.00

\$5,918.86

\$0.00

\$5,918.86



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

AGENDA ITEM NO. 9.c.13.

MEETING DATE: January 21, 2025

SUBJECT: Purchase Requisition, Sewer Repairs on Chestertown Trace, APEX Civil Construction, Inc., \$77,300.26

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 APEX Civil Construction, Inc., in the amount of \$77,300.26, is for sewer repairs on Chestertown Trace.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-600-80007 Amount: \$77,300.26

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$77,300.26 to APEX Civil Construction, Inc.



DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 11.c.1.

MEETING DATE: January 21, 2025

SUBJECT: Second Reading, Ordinance of Conditional Use approval to locate a Performance Residential Development for approximately 4 acres located east of Highway 43 N and south of Owen Parkway.

Unfinished Business:
Public Hearing: X

New Business:
First Reading:

Consent Agenda:
Second Reading: X

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

Longleaf Engineering made the request and was considered by the Planning Commission on December 17, 2024, and a recommendation for approval was made to the City Council. In addition to meeting the standards of the Zoning Ordinance, the following conditions for a favorable recommendation were added to allow a performance residential development east of Highway 43 N and south of Owen Parkway: The development shall be limited to 41 units and 96 bedrooms, a new public sidewalk shall be constructed along the property frontage on Owen Parkway, all building materials shall be like or better than the building materials used in Magnolia Hills subdivision, a privacy fence, or other screening approved by the Director of Planning and Inspections, shall be installed along the west property line at the rear of the units labeled 1-20, the area labeled "30' Frontage Landscaping" on the proposed site development plan shall meet the requirements for residential developments backing up to special corridor roadways, amenities shall be provided to include a commercial grade pickleball court and dog park with black vinyl coated fence, or equivalent, screening shall be provided along east property line adjoining Biscayne Hills.

Recommendation:

That the conditional use request for approval to allow a performance residential development located in a C-3 zoning for a property located east of Highway 43 N and south of Owen Parkway is hereby approved subject to all requirements of the Northport Zoning Ordinance being met and maintained and with the following conditions: The development shall be limited to 41 units and 96 bedrooms, a new public sidewalk shall be constructed along the property frontage on Owen Parkway, all building materials shall be like or better than the building materials used in Magnolia Hills subdivision, a privacy fence, or other screening approved by the Director of Planning and Inspections, shall be installed along the west property line at the rear of the units labeled 1-20, the area labeled "30' Frontage Landscaping" on the proposed site development plan shall meet the requirements for residential developments backing up to special corridor roadways, amenities shall be provided to include a commercial grade pickleball court and dog park with black vinyl coated fence, or equivalent, screening shall be provided along east property line adjoining Biscayne Hills.

Funding Source/GL Code:

GL Code No. NA Amount: \$

Motion for Consideration:

I make a motion to approve the ordinance of conditional use approval to allow a performance residential development located in a C-3 (General Commercial) zoned for a property located east of Highway 43 N and South of Owen Parkway.

ORDINANCE NO. _____

**AN ORDINANCE OF ACTION ON CONDITIONAL USE APPROVAL AS
PROVIDED FOR IN SECTION 1003 OF THE ZONING
ORDINANCE FOR THE CITY OF NORTHPORT, ALABAMA**

WHEREAS, the Northport Planning Commission has held a public hearing in accordance with the regulations set out in Article X of the Northport Zoning Ordinance; and

WHEREAS, the request was considered by the Planning Commission on December 17, 2024, and a recommendation for approval was made to the City Council. In addition to meeting the standards of the Zoning Ordinance, the following conditions for a favorable recommendation were added to allow a performance residential development located at south of Owen Parkway and east of U.S. Highway 43: The development shall be limited to 41 units and 96 bedrooms, a new public sidewalk shall be constructed along the property frontage on Owen Parkway, all building materials shall be like or better than the building materials used in Magnolia Hills subdivision, a privacy fence, or other screening approved by the Director of Planning and Inspections, shall be installed along the west property line at the rear of the units labeled 1-20, the area labeled "30' Frontage Landscaping" on the proposed site development plan shall meet the requirements for residential developments backing up to special corridor roadways, amenities shall be provided to include a commercial grade pickleball court and dog park with black vinyl coated fence, or equivalent, screening shall be provided along east property line adjoining Biscayne Hills.

WHEREAS, the City Council of the City of Northport has also held a public hearing and found that the request is consistent with the standards set forth for conditional uses as set out in Article IV and Article V of the Zoning Ordinance and that the request to allow a performance residential development located in a C-3 zoning for the property located south of Owen Parkway and east of U.S. Highway 43 will not have an adverse impact on the general health, safety, and welfare of the community.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Northport, that the conditional use request for approval to allow a performance residential development located in a C-3 zoning for a property located south of Owen Parkway and east of U.S. Highway 43 is hereby approved subject to all requirements of the Northport Zoning Ordinance being met and maintained and with the following conditions: The development shall be limited to 41 units and 96 bedrooms, a new public sidewalk shall be constructed along the property frontage on Owen Parkway, all building materials shall be like or better than the building materials used in Magnolia Hills subdivision, a privacy fence, or other screening approved by the Director of Planning and Inspections, shall be installed along the west property line at the rear of the units labeled 1-20, the area labeled "30' Frontage Landscaping" on the proposed site development plan shall meet the requirements for residential developments backing up to special corridor roadways, amenities shall be provided to include a commercial grade pickleball court and dog park with black vinyl coated fence, or equivalent, screening shall be provided along east property line adjoining Biscayne Hills.

ADOPTED this the ____ day of _____, **2025**.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Christy Bobo, Council President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the ____ day of _____, **2025**.

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 Webb, City Administrator

1st Reading: January 6, 2025
Motion:
2nd Reading: January 21, 2025
Motion By:
Second By:
Publication:

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 PERMIT PROJECT
FILE #: 24-001939
31 03 05 4 001 003.004 NORTHPORT AL
THE SQUARE AT MILL CREEK



PERMIT #: CUP24-000009

Permit Type

Conditional Use Application

Subtype

Conditional Use Permit



Work Description:

The Square at Mill Creek

Applicant

Nikki Busby



Status

Online Application Received



Valuation

0.00



FEES & PAYMENTS

Plan Check Fees

0.00

Permit Fees

100.00

Total Amount

100.00

Amount Paid

0.00

Balance Due

100.00

☐

Non-Billable



PERMIT DATES

Application Date

11/12/2024

Approval Date

Issue Date:

Expiration Date:

Close Date

Last Inspection

Property Information

Property Owner

- Hill and Spann Land Company LLC



Current Zoning District

C-3



Total Acreage

4

Current Use of Property

Number of Adjoining Properties

Additional Parcel #s

Review the Northport Zoning Ordinance, specifically Section 1003 (found at www.cityofnorthport.org).

Conditional uses are those uses that have some special impact which differs from the potential impacts of permitted uses or exceeds them in intensity, or have uniqueness such that their effect on the surrounding environment cannot be determined in advance of the use being proposed in a particular location.

Upon submission of a request for conditional use approval, a review of the location, design, configuration, and impact shall be conducted to determine whether the proposed use would have a detrimental impact on neighboring properties.

The Planning Commission shall render to the City Council its recommendation to grant the application for a conditional use permit, grant it subject to conditions, or deny it. Following a public hearing at the City Council upon an Ordinance for Conditional Use Approval, the City Council shall either approve, or disapprove, the application and shall establish the specific conditions under which the application is approved.

SUBMITTAL DOCUMENTS

Are you the current owner on record?

No



Notarized Designation to Authorize Agent Form (Click to Download)

[Designation of Agent Form - Longleaf 11.11.24 \(Signed\).pdf](#)



A copy of the deed of the subject property

[Gloryland Lot 4 Deed - 2022.pdf](#)



Site Plan

The Square at Mill Creek Site Development Plan 12Nov2024.pdf



Mailing labels for each adjoining property owner

Adjacent Owner Labels - The Square at Mill Creek.docx



I have read the above statements and warrant in good faith that I understand and will comply, and that the information submitted is true and correct.

Signature

signature.png



OFFICIAL USE ONLY

Date of Planning Commission Meeting

FEES



FEE	▼	DE	▼	QUANTITY	AMOUNT	TOTAL	
Application Fee						75.00	
Advertising Fee						25.00	
Plan Check Fees						0.00	
Permit Fees						100.00	
Total Fees						100.00	

PAYMENTS



DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT	
Amount Paid						0.00	
Balance Due						100.00	



City of Northport Designation of Agent Form

All applications, plans, and supporting documents may be submitted by email to
planning@cityofnorthport.org.

I, Hill and Spann Land Company, being owner of the property which is the subject of this application hereby authorize Longleaf Engineering, to act as my representative with the City of Northport's (Board of Zoning, and/or Planning Commission, and/or City Council), as required by the type of request listed on the attached application form.

Property Owner Signature: _____

Date: 11/11/2024

Property Owner Mailing Address: 1105 Old Highway 45

Scooba, MS 39358

Phone Number: 601-479-2654

Authorized Agent Mailing Address: 1927 7th Street

Tuscaloosa, AL 35401

Phone Number: (205) 345-5646

~~STATE OF ALABAMA~~ Mississippi

~~COUNTY OF TUSCALOOSA~~ Lauderdale

I, Cynthia E Bratu, a Notary Public in and for said County and State, hereby certify that Ray Hill, whose name is signed to the foregoing document, and who is known to me or acknowledged before me on this day, that being informed of the contents of said document, did execute the same voluntarily on the day that bears the same date.

Given my hand and seal of office this 11th day of November, 2024

Cynthia E Bratu
Notary Public

My Commission Expires: 05/03/2026



City of Northport Planning Commission

Conditional Use Application

Parcels

□ Parcels

Zoning

■ Agriculture

■ Commercial Highway

■ General Commercial

■ Office and Institutional

■ Residential Multi-Family

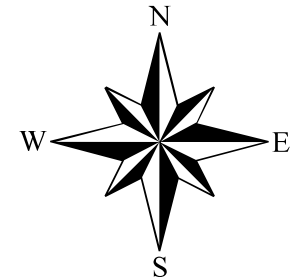
■ Residential Single-Family - 1

■ Residential Single-Family - 2

■ Residential Single-Family - 3

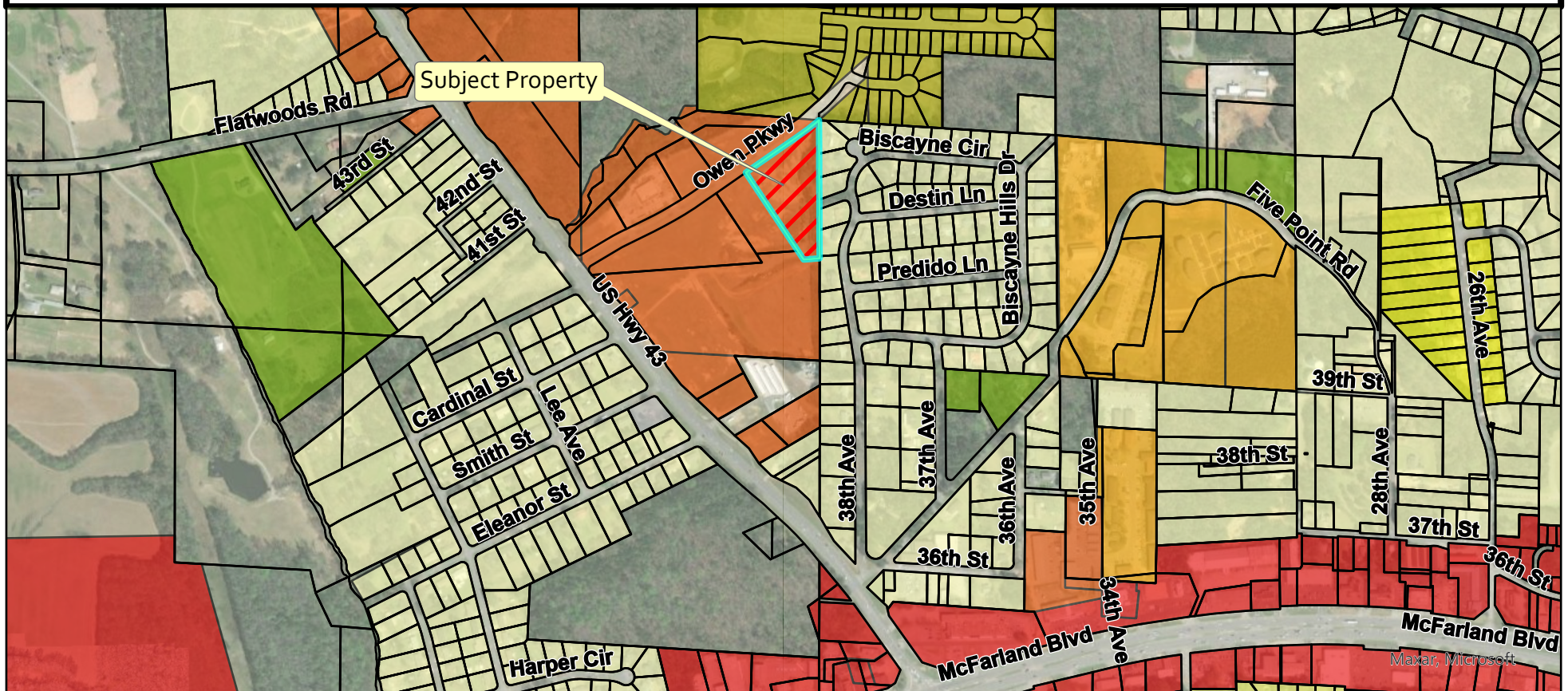
■ Residential Single-Family - SD

■ Subject Property



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

0 500 1,000 2,000 Feet



Maxar, Microsoft

City of Northport Planning Commission

Conditional Use Application

Parcels

□ Parcels

Future Land Use

■ Conservation

■ Conservation Floodway

■ Commercial Mix

■ General Mixed-Use

■ Limited Mixed-Use

■ High Density Residential

■ High to Medium Density Transition

■ Medium Density Residential

■ Medium to Low Density Transition

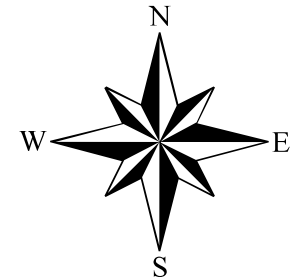
■ Low Density Residential

■ Institutional

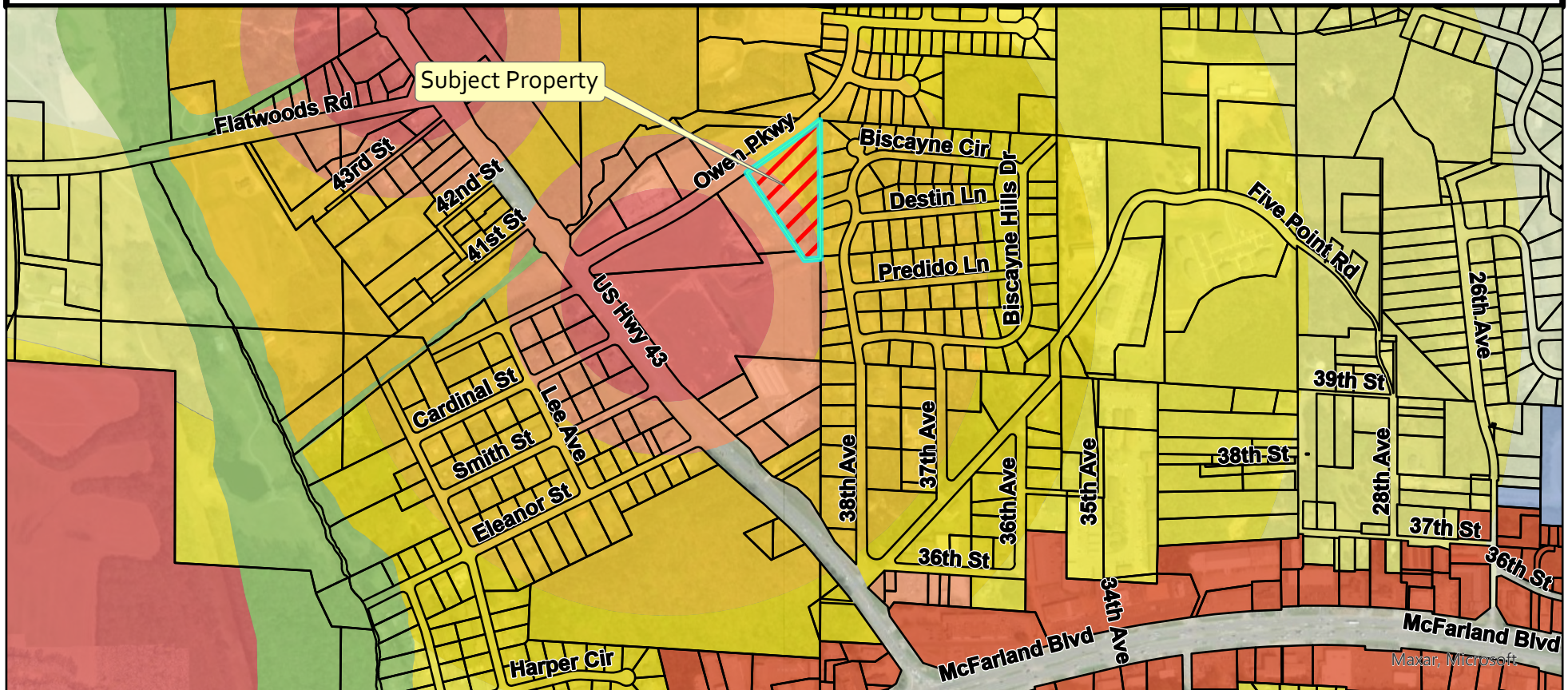
■ Utilities

▨ Subject Property

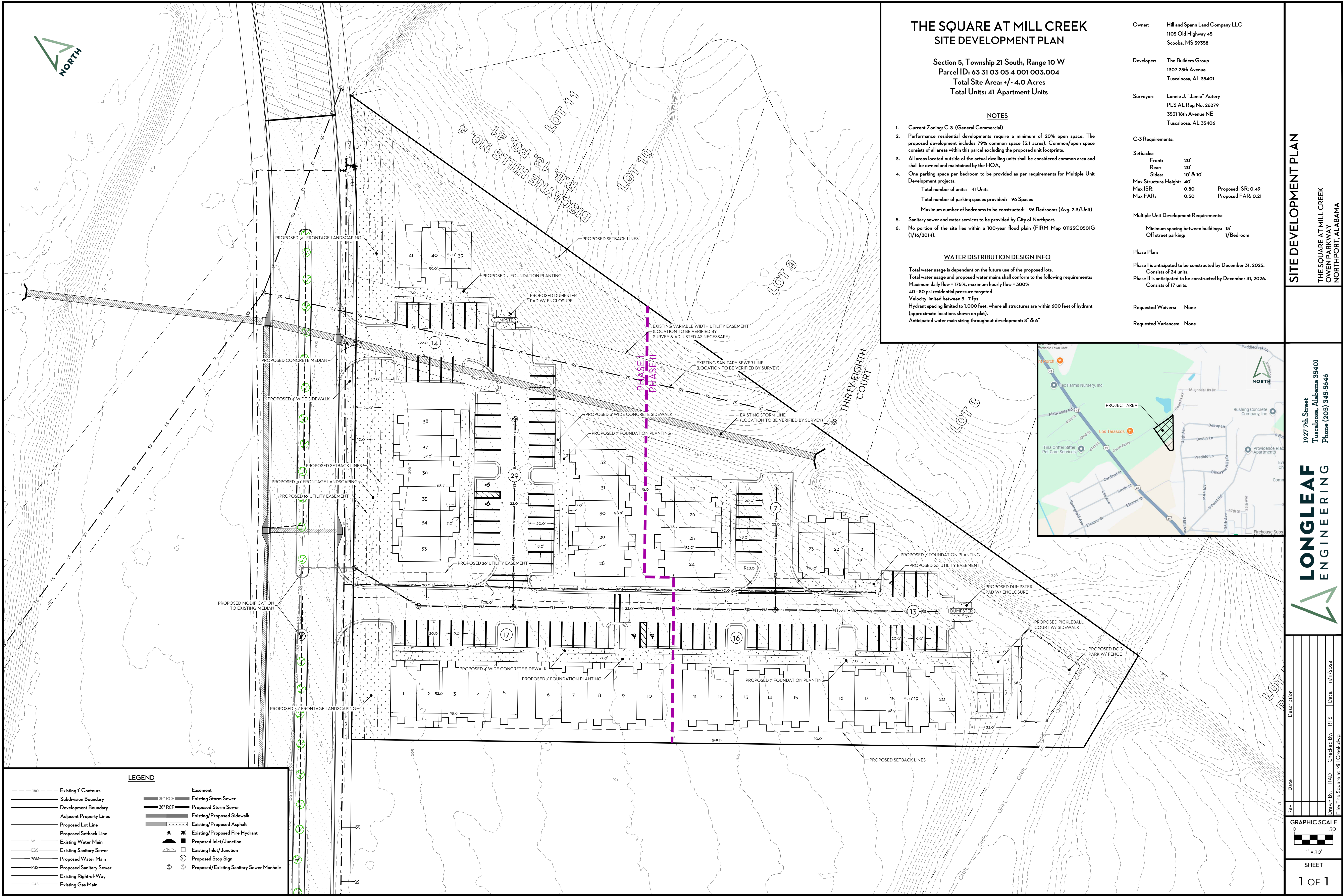
0 500 1,000 2,000 Feet



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Maxar, Microsoft



Section 5, Township 21 South, Range 10 W
Parcel ID: 63 31 03 05 4 001 003.004
Total Site Area: +/- 4.0 Acres
Total Units: 41 Apartment Units

C-3 Requirements:

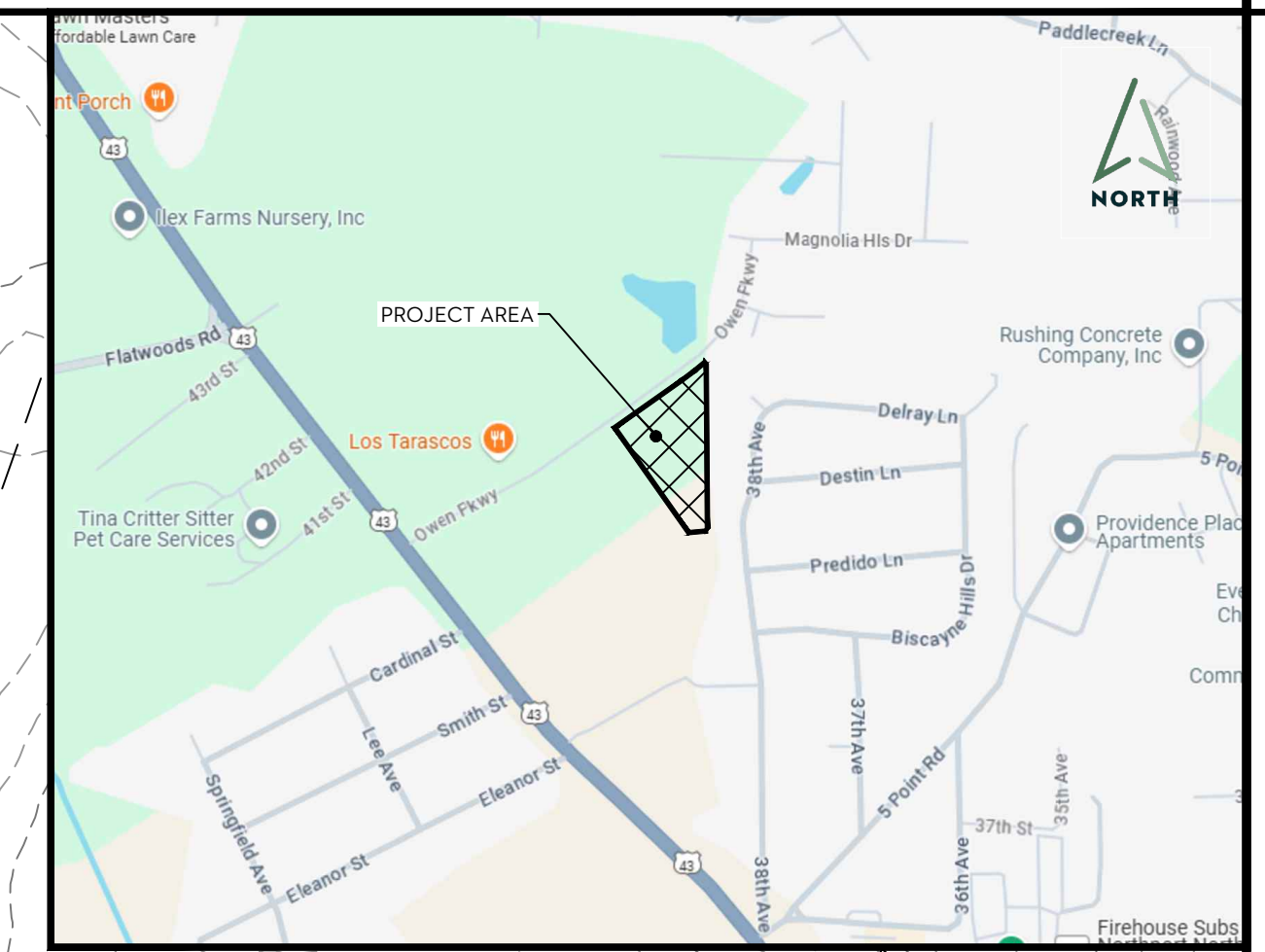
Setbacks:

Front:	20'	
Rear:	20'	
Sides:	10' & 10'	
Max Structure Height:	40'	
Max ISR:	0.80	Proposed ISR: 0.49
Max FAR:	0.50	Proposed FAR: 0.21

Requested Waivers: None

Requested Variances: None

Total water usage is dependent on the future use of the proposed lots.
Total water usage and proposed water mains shall conform to the following requirements:
Maximum daily flow = 175%, maximum hourly flow = 300%
40 - 80 psi residential pressure targeted
Velocity limited between 3 - 7 fps
Hydrant spacing limited to 1,000 feet, where all structures are within 600 feet of hydrant
(approximate locations shown on plat).
Anticipated water main sizing throughout development: 8" & 6"



Tuscaloosa, Alabama 35401
Phone (205) 345-5646

LONGLEAF
ENGINEERING

[illegible]

GRAPHIC SCALE

0 30

1" = 30'

SHEET

1 OF 1



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

AGENDA ITEM NO. 11.d.1.

MEETING DATE: January 21, 2025

SUBJECT: Puff Stuff Outlet, LLC

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Whitney Bostick

Approved By: Gerald Burton

Summary:

An application was made to the City of Northport for the issuance of an ABC license. Pursuant to the investigation on Ameer Saedi of Northport, AL of:

Puff Stuff Outlet LLC

2900 Hunter Creek Road

Northport, AL 35476

A criminal history investigation was made by this department and no record of the individual was found.

Recommendation:

It is recommended that the council approve this application.

Funding Source/GL Code:

Motion for Consideration:

I move to approve the ABC License to Ameer Saedi for Puff Stuff Outlet LLC. located at 2900 Hunter Creek Road.