

NORTHPORT CITY COUNCIL MEETING
MONDAY, MARCH 3, 2025
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

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, Ordinance Adopting the 2025 Water & Sewer Capital Budget - Darren McGee

b. Resolutions of a Temporary Nature

1. Resolution for Online Application System Provider (NEOGOV) - Joseph Rose
2. Resolution Accepting the Updated Master Plan for the Northport Shore - Brad Matthews
3. Resolution Establishing the Fees for Vacating the Public Right-Of-Way for a portion of Old Union Chapel Road - Brad Matthews
4. Resolution Adopting the ADA Self - Evaluation and Transition Plan Update, Phase II - Brad Matthews
5. Resolution Authorizing the City Administrator to Execute an Agreement with .Infomedia for Economic Development Website Development - Brad Matthews
6. Resolution Authorizing the City Administrator to enter into an agreement with Alabama Power for the installation and maintenance of (4) Flock Safety Cameras - Gerald Burton

c. Consent Agenda

1. Minutes, February 17, 2025 - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, Dark Horse Certified Accountants, Outsourced Accounting Services, \$5,000.00 - Glenda Webb
4. Purchase Requisition, Stivers Ford Lincoln, F-150 Truck for Engineer Inspectors, \$46,990.00 - Brad Matthews
5. Purchase Requisition, VPN software for Public Safety and Utilities, CDWG, \$10,665.00 - Scott Murphy
6. Purchase Requisition, Check Valve & Water Pump for WWTP, Hunnicutt, Inc. \$6,525.00 - John Webb
7. Purchase Requisition, PD Uniforms, \$5,773.79 - Gerald Burton

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

a. Engineering

b. Legal Department

c. Planning Inspections Department

1. Second Reading, Ordinance Rezoning of Approximately 3.36 acres located at Station Circle, east of Highway 43 N, from Family Single Residential (RS-1) to General Commercial (C-3). - Julie Ramm

2. Second Reading, Ordinance requesting approval of a Special District Plan for approximately 84.77 acres for The Terrace at Northcreek, located at the east dead end of Northcreek Boulevard. - Julie Ramm
3. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1603 7th Street - Julie Ramm
4. Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 3905 Hunter Creek Road - Julie Ramm

d. Police Department

1. West Alabama Food & Wine Festival - ABC License - Gerald Burton

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. EXECUTIVE SESSION

- a. Economic Development

16. ADJOURNMENT



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

AGENDA ITEM NO. 9.a.1.

MEETING DATE: March 3, 2025

SUBJECT: First Reading, Ordinance Adopting the 2025 Water & Sewer Capital Budget

Unfinished Business:

Public Hearing:

New Business:

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Kelly Homan

Approved By: Darren McGee

Summary:

This ordinance is for the FY2025 Water & Sewer Capital Budget. This budget will be for a twelve (12) month period from October 1, 2024 until September 30, 2025. This budget was approved at the Finance Committee Meeting on February 17, 2025.

Recommendation:

It is recommended that this ordinance be adopted.

Funding Source/GL Code:

GL Code No. Various Amount: \$ 1,600,000.00

Motion for Consideration:

I move the adoption of the ordinance adopting the fiscal year 2025 Water & Sewer Capital Budget.



2025 CAPITAL BUDGET REQUEST WATER & SEWER	
Proposed Project	Requested Funding
Vehicle & Equipment Replacement	\$ 150,000.00
Hightown Water Tank Control Valve	\$ 105,000.00
Water Treatment Plant Clearwell Roof Rehabilitation	\$ 100,000.00
Vineyards Pump Station Rehabilitation	\$ 352,000.00
9th Street Sewer Replacement	\$ 354,000.00
Resource Lane Sewer Repair	\$ 157,000.00
Water Treatment Plant Master Plan	\$ 191,000.00
Wastewater Treatment Plant Master Plan	\$ 191,000.00
2025 Total Request	\$ 1,600,000.00

Revised 2/12/25



Vehicle and Equipment Replacement

Project Summary

Updated February 7, 2025

Project Scope

Replace the following:

- Vehicle ID #6750 – 2014 Dodge 2500 crew truck for Water Distribution
- Vehicle ID #0142 – 2004 F-150 pickup truck for utility line locates
- Equipment ID #771 – Husqvarna zero turn mower for Wastewater Treatment Plant
- Equipment ID #772 – Husqvarna zero turn mower for Water Treatment Plant

Project Location

N/A

Council District

N/A

Benefits of Project

Replacing aging and unreliable vehicles and equipment.

Properties Affected by Project

N/A

Project Timeline

16-18 weeks for crew truck from date Purchase Order is issued

4-6 weeks for pickup truck from date Purchase Order is issued

4-6 weeks for zero turn mowers from date Purchase Order is issued

Estimated Cost of Project

\$150,000.00



Hightown Water Tank Control Valve

Project Summary

Updated February 10, 2025

Project Scope

Convert existing Hightown Tank pump station (no longer in use) into a control valve for automatic tank turnover. This includes electrical and addition of SCADA equipment.

Project Location

Hightown Water Tank, located at intersection of 39th Street and 30th Avenue

Council District

Council District 1

Benefits of Project

Currently, Water Treatment Plant Operators must physically go to the Hightown Tank and manually open and close a valve in order to fill the water tank. This project will allow that process to be automated, controlled, and monitored at the Water Treatment Plant

Properties Affected by Project

All work will be performed on City owned property.

Project Timeline

60 Days – Preliminary Design

45 Days – Final Design (after City approval of Preliminary Design)

90 Days – Construction Contract Time (After Material Delivery)

Estimated Cost of Project

\$105,000.00 – includes construction, engineering, and inspection



Hightown Water Tank Control Valve





Water Treatment Plant Clearwell Roof Rehabilitation

Project Summary

Updated February 7, 2025

Project Scope

Repair the area of failing joint material on clearwell roof at the water treatment plant and apply waterproofing system.

Project Location

Water Treatment Plant

Council District

Council District 4

Benefits of Project

ADEM requires that all water storage tanks be inspected every 5 years and any deficiencies be addressed. This project will address noted deficiencies of the joint material on the clearwell roof and apply a waterproofing system.

Properties Affected by Project

This project will occur on City owned property.

Project Timeline

Late spring/early summer

Estimated Cost of Project

\$100,000.00



Water Treatment Plant Clearwell Roof Rehabilitation





Vineyards Pump Station Rehabilitation

Project Summary

Updated February 10, 2025

Project Scope

Rehab existing sanitary sewer pump station to include a new packaged pump station, emergency connection piping, and fence replacement.

Project Location

Vineyards Subdivision within an existing drainage easement between existing homes. (Additional easement may be required.)

Council District

Council District 3

Benefits of Project

Replace and update components of a 39-year-old pump station.

Properties Affected by Project

Pump station is located at 1011 Vineyards Dr.

Project Timeline

60 Days – Preliminary Design

45 Days – Final Design (after City approval of Preliminary Design)

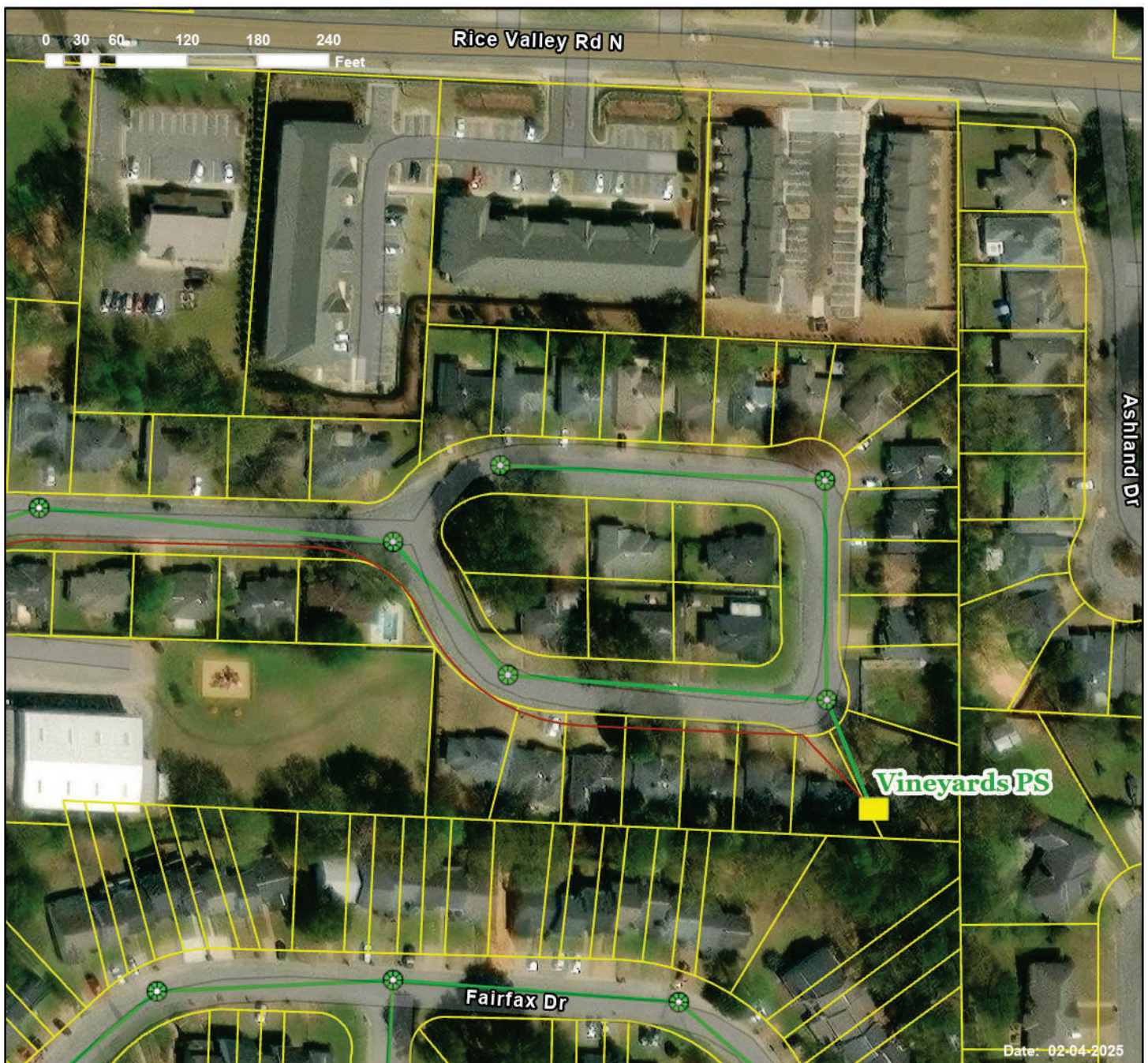
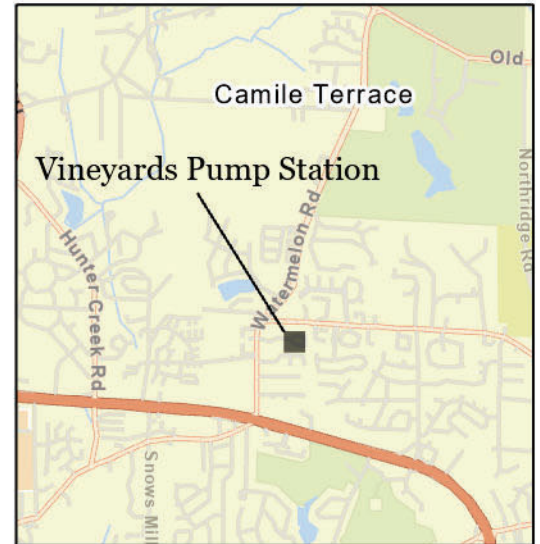
90 Days – Estimated Construction Contract Time (After Material Delivery)

Estimated Cost of Project

\$352,000.00 – includes construction, engineering, inspection, and easement acquisition



Vineyards Pump Station Rehabilitation





9th Street Sewer Replacement

Project Summary

Updated February 10, 2025

Project Scope

Replacement and relocation of existing 6" sanitary sewer with 8".

Project Location

2300 block of 9th Street

Council District

Council District 1

Benefits of Project

Existing sewer main is located underneath a home and is compromised due to root intrusion. Project will construct new sewer line, manholes, and laterals for the affected properties. Project will also obtain easements for new sewer main, as existing sewer is not within easements.

Properties Affected by Project

2315, 2321, & 2325 9th Street

709, 803, & 807 24th Avenue

2311 7th Street

Project Timeline

60 Days – Preliminary Design

45 Days – Final Design (after City approval of Preliminary Design)

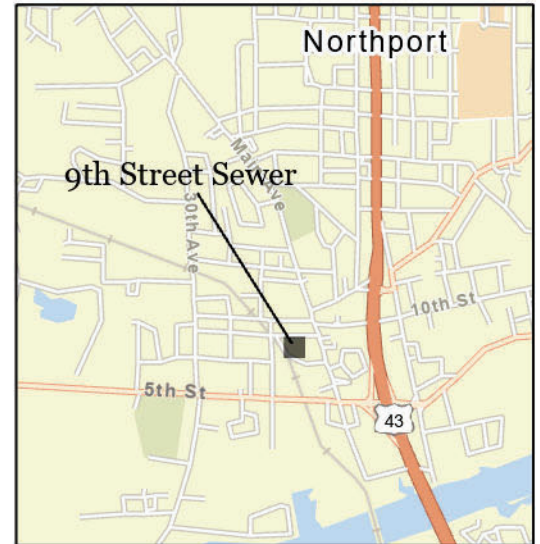
90 Days – Estimated Construction Contract Time (After Material Delivery)

Estimated Cost of Project

\$354,000.00 – includes construction, engineering, inspection, and easement acquisition



9th Street Sewer Replacement





Resource Lane Sewer Repair

Project Summary

Updated February 10, 2025

Project Scope

Repair existing gravity sanitary sewer along Resource Lane to remove sag in the line.

Project Location

1900 block of Resource Lane

Council District

Council District 3

Benefits of Project

Remove a sag in an existing sanitary sewer line which causes debris/grease blockage of the line in the sagging section. City wastewater crews must frequently clean/jet this line due to blockages.

Properties Affected by Project

1900 Resource Lane

Project Timeline

60 Days – Preliminary Design

45 Days – Final Design (after City approval of Preliminary Design)

90 Days – Construction Contract Time (After Material Delivery)

Estimated Cost of Project

\$157,000.00 – includes construction, engineering, inspection and temporary easement



Resource Lane Sewer Repair





Water Treatment Plant Master Plan

Project Summary

Updated February 10, 2025

Project Scope

Assessment of the existing capacity of the Water Treatment Plant to include identifying and documenting necessary equipment/process rehabilitation and replacement needs. This effort will also evaluate and recommend future improvements necessary to meet the future capacity requirements.

Project Location

Water Treatment Plant

Council District

Council District 4

Benefits of Project

The Master Plan will provide an overall condition assessment of the process/facilities at the Water Treatment Plant along with recommendations to meet future demands and permit requirements.

Properties Affected by Project

Water Treatment Plant

Project Timeline

Approximately 9 months to deliver Final Master Plan Report

Estimated Cost of Project

\$191,000.00



Wastewater Treatment Plant Master Plan

Project Summary

Updated February 10, 2025

Project Scope

Assessment of the existing capacity of the Wastewater Treatment Plant to include identifying and documenting necessary equipment/process rehabilitation and replacement needs. This effort will also evaluate and recommend future improvements necessary to meet the future capacity requirements.

Project Location

Wastewater Treatment Plant

Council District

Council District 2

Benefits of Project

The Master Plan will provide an overall condition assessment of the process/facilities at the Wastewater Treatment Plant along with recommendations to meet future demands and permit requirements.

Properties Affected by Project

Wastewater Treatment Plant

Project Timeline

Approximately 9 months to deliver Final Master Plan Report

Estimated Cost of Project

\$191,000.00

ORDINANCE NO. 25-

ORDINANCE ADOPTING THE FY 2025 WATER & SEWER CAPITAL BUDGET

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

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

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

WHEREAS, said Ordinance requires that the budget be balanced.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama, that the budget attached hereto and incorporated herein by reference shall be and, hereby, is declared the Water & Sewer Capital Budget for the City of Northport for the 2025 Fiscal year beginning October 1, 2024 and ending September 30, 2025.

RESOLVED AND DONE this 3rd day of March 2025.

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

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator-Clerk

Reading: March 3, 2025
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: March 3, 2025

SUBJECT: Resolution for Online Application System Provider (NEOGOV)

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Joseph Rose

Approved By: Joseph Rose

Summary:

Resolution authorizing the City Administrator to enter into an agreement with NEOGOV for Online Employment Application System Services.

Recommendation:

Move to adopt the resolution authorizing the City Administrator to enter into an agreement with NEOGOV for online application system services.

Funding Source/GL Code:

GL Code No. 01-26-000-50113 Amount: \$15,671.00

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to enter into an agreement with NEOGOV for online employment application system FOR \$15,671.00.

RESOLUTION NO. 24-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AND
AGREEMENT WITH CRITERION FOR ONLINE APPLICATION SYSTEM
SERVICES**

WHEREAS, the City of Northport adopted resolution number 24-13 with Criterion for Online Application System Services; and

WHEREAS, the City of Northport was made aware Criterion did not provide “like services” according to transition agreement from CivicHR to Criterion; and

WHEREAS, the City of Northport was informed by Criterion that they did not have a timeline to fulfill a mobile friendly application; and

WHEREAS, the Human Resources Department recommends offering an online application system to applicants that is user friendly; and

WHEREAS, the City Council for the City of Northport, Alabama, is of the opinion to enter into the agreement with NEOGOV for online employment application system services.

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

1. That the City Administrator be, and (s)he is, hereby authorized to execute on behalf of the City of Northport, Alabama, an agreement with NEOGOV, attached hereto as Exhibit “A” and incorporated herein by references as if fully set out herein verbatim.

RESOLVED AND DONE THIS 3rd DAY OF MARCH 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: March 3rd, 2025

Motion: _____

Second: _____

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-691568	Order #:	Q-360475
Customer:	Northport, City of (AL)	Valid Until:	3/5/2025
Effective Employee Count:	310	Start Date:	Last signature date
Sales Rep:	Alex Oberheide		

Customer Contact		Shipping Contact	
Billing Contact:	Northport, City of (AL)	Shipping Contact :	Northport, City of (AL)
Billing Address:	PO Box 569 Northport, AL 35476	Shipping Address:	Jeffrey Redding PO Box 569 Northport, AL 35476
Billing Contact Email:		Shipping Contact Email:	jredding@cityofnorthport.org
Billing Phone:		Shipping Phone:	205-469-0266

Payment Terms		Notes:
Payment Term:	Net 30	
PO Number:		

Subscription Service

Year 1

Item	Type	Term (Months)	License Type	Total (USD)
Governmentjobs.com Subscription	Recurring	12	Employee Based	\$1,575.75
Insight Subscription	Recurring	12	Employee Based	\$9,260.25
Insight Setup	Services	12	Employee Based	\$4,500.00
Candidate Text Messaging Subscription	Recurring	12	Employee Based	\$335.00
Year 1 TOTAL:				\$15,671.00

Year 2

Item	Type	Term (Months)	License Type	Total (USD)
Governmentjobs.com Subscription	Recurring	12	Employee Based	\$2,206.05
Insight Subscription	Recurring	12	Employee Based	\$12,964.35
Candidate Text Messaging Subscription	Recurring	12	Employee Based	\$335.00
Year 2 TOTAL:				\$15,505.40

Total:		\$31,176.40
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This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to GovernmentJobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Northport, City of (AL)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
 - a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.

- a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
- b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

- b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
 - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
- 6. Term and Termination.
 - a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
 - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
- 7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was unpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
- 8. Maintenance; Modifications; Support Services.
 - a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
 - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.

- a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- D) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOVS Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
 - b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.
18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.
23. General.
 - a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.
 - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
 - d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Exhibit A Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: March 3, 2025

SUBJECT: Resolution Accepting the Updated Master Plan for the Northport Shore

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Williams

Approved By: Brad Matthews

Summary:

The City of Northport City Council previously adopted a master plan and one update to the master plan for the Kentuck Festival and Sportsplex area. The last master plan update was approved by the City Council in November 2023. Since that time, the master plan area has been officially entitled Northport Shore. Therefore, the master plan is now referred to as the Northport Shore master plan. Significant progress of the related projects within the Northport Shore area have been made and require updates to the master plan. The master plan updates have been reviewed by City staff and staff are now seeking approval for the acceptance of the master plan updates.

Recommendation:

I recommend the request be approved.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

I move to accept the updated Master Plan for the Northport Shore.

RESOLUTION NO. 25-

**RESOLUTION ACCEPTING THE UPDATED MASTER PLAN FOR THE
NORTHPORT SHORE**

WHEREAS, the City of Northport previously adopted a master plan and one update to the master plan for the Kentuck Festival and Sportsplex area now officially entitled Northport Shore; and,

WHEREAS, there has been significant progress of the related projects which required updates to the master plan; and,

WHEREAS, the master plan updates have been reviewed by City staff and staff are now seeking approval for acceptance of the master plan updates.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Northport, Alabama as follows: to accept the updated master plan for the Northport Shore.

RESOLVED AND DONE THIS 3RD DAY OF MARCH 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: March 3, 2025

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: March 3, 2025

SUBJECT: Resolution Establishing the Fees for Vacating the Public Right-Of-Way for a portion of Old Union Chapel Road

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Williams

Approved By: Brad Matthews

Summary:

The Engineering department is requesting that the City Council authorize the fees for vacating the public right-of-way for a portion of Old Union Chapel Road for Northcreek Properties, LLC. The portion of ROW is 0.20 acres. Northcreek Properties, LLC has filed with the City, a Declaration of Vacation of Right-Of-Way. Northcreek Properties, LLC will be responsible for legal fees in the amount of \$550.00, advertising costs in the amount of \$491.40 and the value of ROW cost in the amount of \$1,504.24. The total amount that Northcreek Properties, LLC will be responsible for paying to the City is \$2,545.64. There will be no fiscal impact to the City.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. NA

Motion for Consideration:

I move that the City Council authorize the fees for vacating a portion of Old Union Chapel Road right-of-way for Northcreek Properties, LLC

RESOLUTION NO. 25 -

RESOLUTION ESTABLISHING THE FEE FOR VACATING THE PUBLIC RIGHT-OF-WAY IN THE CITY OF NORTHPORT

WHEREAS, the property owner of Northcreek Properties, LLC located within the City limits of Northport have petitioned the City to vacate the right-of-way for said road; and

WHEREAS, Section 23-4-1 through Section 23-4-20, Code of Alabama, 1975 amended, establishes the procedure for vacating public right-of-way; and

WHEREAS, Section 11-49-6, Code of Alabama, 1975 amended, gives the City Council the authority to establish a fee for the vacation of public rights-of-way; and

WHEREAS, The City Council has determined that a portion of Old Union Chapel right-of-way, located within the corporate limits of Northport, no longer serves a public purpose.

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

1. Vacating a portion of Old Union Chapel located within the corporate limits is in the best interest of the citizens of the City of Northport.
2. That the fair and reasonable fee for the vacation of said right-of-way is hereby established as the value of the ROW vacated plus the direct costs to the City to vacate said right-of-way or \$2,545.64.
3. That each benefited property owner be charged their pro-rata share of the costs to vacate said right-of-way as determined by the City Engineer.

RESOLVED AND DONE THIS 3RD DAY OF MARCH 2024.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: March 3, 2025

Motion By:

Second By:

EXHIBIT “A”

“EXHIBIT 1”

This instrument prepared by:

Riley T. Sims III
Longleaf Engineering, LLC
1927 7th Street
Tuscaloosa, AL 35401
(205) 345-5646

SOURCES OF TITLE:

DEED BOOK 1998 PAGE 07244
DEED BOOK 2006 PAGE 00549
DEED BOOK 2024 PAGE 27046

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

DECLARATION OF VACATION OF PUBLIC RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS, that Northcreek Properties, LLC., is the owner of all the land abutting a PUBLIC RIGHT-OF-WAY, which is hereinafter more particularly described, and which public right-of-way said owner desires to vacate as provided in Ala. Code §23-4-20 (1975). The vacation of said right-of-way as hereinafter described will not deprive other property owners of reasonable means of ingress and egress to and from their property nor will it adversely affect the interest of the general public in any way.

NOW, THEREFORE, pursuant to the provisions of Ala. Code §23-4-20 (1975), the undersigned owners do hereby declare the following described right-of-way located in the City of Northport, Tuscaloosa County, Alabama, to be vacated:

Commencing at the northeast corner of the SE1/4 of the NE1/4 of Section 32, T20S, R10W, Tuscaloosa County, Alabama; thence run @ 0°38'28" W for 600.47 feet along the east line of said SE1/4 of the NE1/4 to a point; thence run N 80°09'59" W for 50.65 feet to the Point of Beginning; thence continue N 80°09'59" W for 237.33 feet; thence run for a chord bearing and distance of N 73°42'10" E, 113.53 feet; thence run S 80°09'59" E for 127.32 feet to the Point of Beginning. Said described property contains .20 acres more or less, and lies in the SE1/4 of the NE1/4 of Section 32, T20S R10W, Tuscaloosa County, Alabama.

The said right-of-way to be vacated is within the limits of the City of Northport and assent to the vacation of said right-of-way will be obtained from the City Council, a copy of which, certified by the City Administrator,

will be attached hereto and will be filed and recorded with this written Declaration of Vacation and will be made a part hereof.

IN WITNESS WHEREOF, the said William F. Barnes, III, Manager has set their hands and seals hereto this 12th day of February, 20 25.

William F. Barnes

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

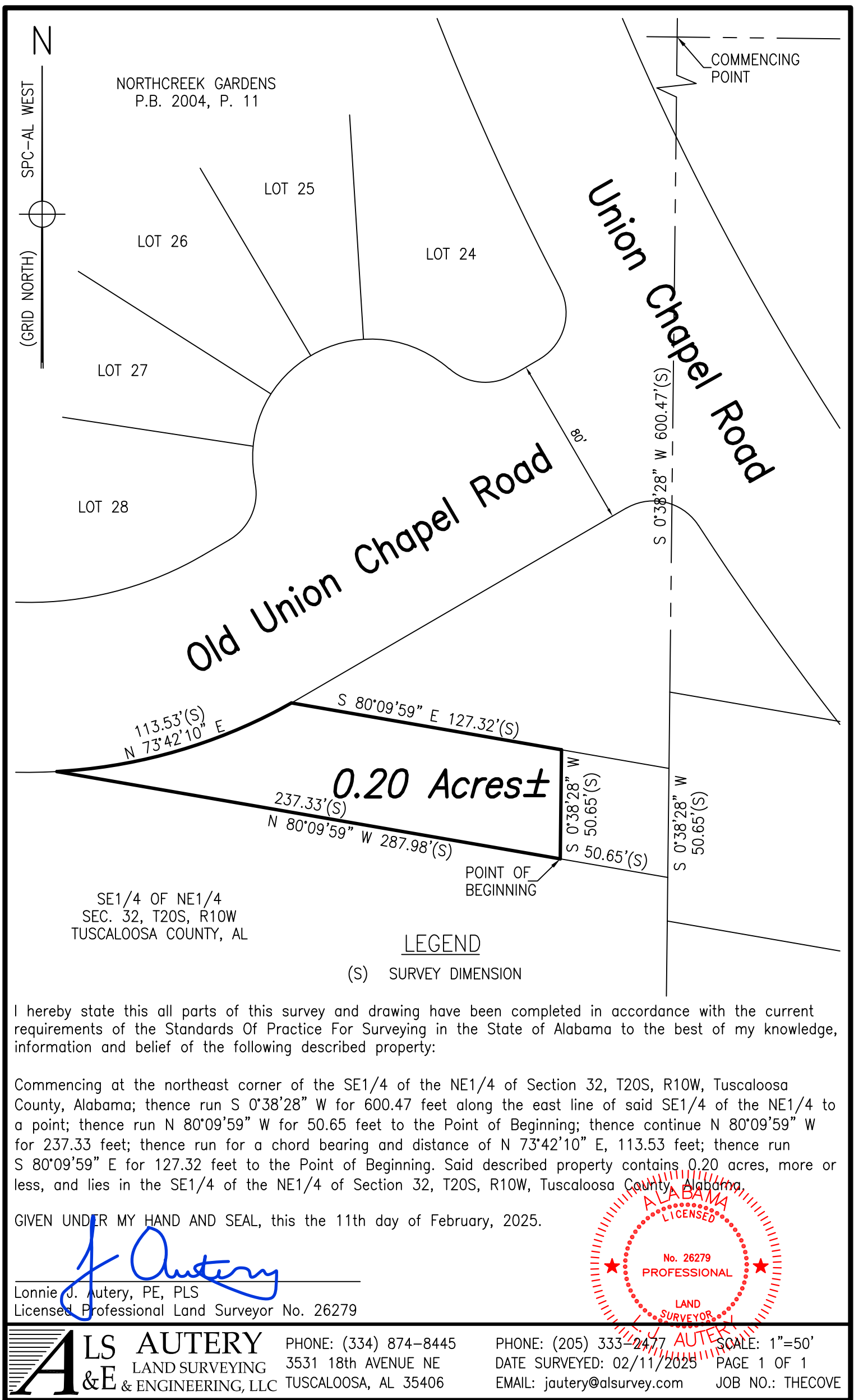
I, PATRICIA A. MCILWAIN, a Notary Public in and for said State at Large, hereby certify that WILLIAM F. BARNES, III, whose name is signed to the foregoing document, and who is known to me, acknowledged that being informed of the contents of the document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 12th day of FEBRUARY, 20 25.

Patricia A. McIlwain
Notary Public.

My Commission Expires: 08/19/2027





<u>Property</u>	<u>Total Land Value</u>	<u>Area (acres)</u>	<u>\$/acre</u>
1	\$115,900.00	24	\$4,829.17
2	\$13,100.00	1.28	\$10,234.38
5	\$6,600.00	0.88	\$7,500.00

Average Adjacent Property Value (\$/acre)	\$7,521.18
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	<u>Area (acres)</u>	<u>Proposed Value of Property</u>
ROW to be Vacated	0.2	\$1,504.24



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: March 3, 2025

SUBJECT: Resolution Adopting the ADA Self - Evaluation and Transition Plan Update, Phase II

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Brad Matthews

Summary:

On May 1, 2023, the City Council adopted an updated to the ADA Self-Evaluation and Transition Plan, which was originally adopted on July 18, 2016. The Engineering department is requesting that the City Council adopt the ADA Self-Evaluation and Transition Plan Update, Phase II. There is no fiscal impact to the City for adoption of this update.

Recommendation:

It is recommended that this request be approved.

Funding Source/GL Code:

GL Code No. NA

Motion for Consideration:

I move that the City Council adopt the ADA Self-Evaluation and Transition Plan Update, Phase II.

RESOLUTION NO. 25-

**RESOLUTION ADOPTING THE ADA SELF-EVALUATION AND TANSITION PLAN
UPDATE, PHASE II**

WHEREAS, on May 1, 2023, the City Council adopted an update to the ADA Self-Evaluation and Transition Plan, which was originally adopted on July 18, 2016; and,

WHEREAS, the Engineering department is requesting that the City Council adopt the ADA Self-Evaluation and Transition Plan Update, Phase II; and

WHEREAS, there will be no fiscal impact to the City for this adoption.

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

1. To adopt the ADA Self-Evaluation and Transition Plan Update, Phase II.

RESOLVED AND DONE THIS 3RD DAY OF MARCH 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: March 3, 2025

Motion: _____

Second: _____



City of Northport

Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan

December 2024

Prepared by:

Kimley»Horn

2 North 20th Street
Suite 800
Birmingham, AL 35203

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Abbreviations

ADA – Americans with Disabilities Act

ADAAG – Americans with Disabilities Act Accessibility Guidelines

CDBG – Community Development Block Grant

CFR – Code of Federal Regulations

CIP – Capital Improvement Projects

DOJ – United States Department of Justice

FHWA – Federal Highway Administration

GIS – Geographic Information System

MUTCD – Manual on Uniform Traffic Control Devices

PROWAG – Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way

PSA – Programs, Services, and Activities

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1.0 Introduction

1.1 Purpose

The purpose of this Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan is to identify physical and programmatic barriers to access, summarize the activities completed to-date related to ADA compliance, and to create a roadmap for the City of Northport to update their ADA Transition Plan on a regular basis as barriers are removed. A prioritization methodology for evaluating and implementing improvements was developed based on the applicable 2010 ADA Standards and 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). The details are provided in this document.

This document includes an overview of the ADA and provides recommendations for the City of Northport based on guidance from the Federal Highway Administration (FHWA) and U.S. Department of Justice (DOJ) to improve accessibility for the public.

1.2 Legislative Mandate

The Americans with Disabilities Act is a civil rights law that mandates equal opportunity for individuals with disabilities. The ADA prohibits discrimination in access to jobs, public accommodations, government services, public transportation, and telecommunications. Title II of the ADA also requires that all programs, services, and activities (PSAs) of public entities provide equal access for individuals with disabilities.

The City of Northport performed a comprehensive evaluation of its PSAs as part of the ADA Self-Evaluation and Transition Plan developed in 2016. This document serves as an update to the 2016 Transition Plan, and the 2016 ADA Self-Evaluation and Transition Plan is incorporated by reference throughout this document and included in **Appendix A**.

1.3 ADA Self-Evaluation and Transition Plan Development Requirements and Process

The City of Northport is obligated to observe all requirements of Title I in its employment practices; Title II in its policies, programs, and services; any parts of Titles IV and V that apply to the City and its programs, services, or facilities; and all requirements specified in the 2010 ADA Standards and 2011 PROWAG that apply to facilities and other physical holdings.

Title II has the broadest impact on the City. Included in Title II are administrative requirements for all government entities employing more than 50 people. These administrative requirements are:

- Completion of a Self-Evaluation;
- Development of an ADA complaint procedure;
- Designation of at least one (1) person who is responsible for overseeing Title II compliance; and
- Development of a Transition Plan to schedule the removal of the barriers uncovered by the Self-Evaluation process. The Transition Plan will become a working document until all barriers have been addressed.

This document describes the process developed to complete the evaluation of the City of Northport's PSAs and facilities, provides possible solutions to remove programmatic barriers, and presents a Transition Plan for the modification of facilities and public rights-of way to improve accessibility, which will guide the planning and implementation of necessary program and facility modifications over the next several years. The ADA Self-Evaluation and Transition Plan is significant in that it establishes the City's ongoing commitment to the development and maintenance of PSAs and facilities that accommodate all its citizenry.

1.4 Discrimination and Accessibility

Program accessibility means that, when viewed in its entirety, each program is readily accessible to and usable by individuals with disabilities. Program accessibility is necessary not only for individuals with mobility needs, but also to individuals with sensory and cognitive disabilities.

Accessibility applies to all aspects of a program or service, including but not limited to physical access, advertisement, orientation, eligibility, participation, testing or evaluation, provision of auxiliary aids, transportation, policies, and communication.

The following are examples of elements that should be evaluated for barriers to accessibility:

1.4.1 Physical Barriers

- Parking
- Path of travel to, throughout, and between buildings and amenities
- Doors
- Service counters
- Restrooms
- Drinking fountains
- Public telephones
- Path of travel along sidewalk corridors within the public rights-of-way
- Access to pedestrian equipment at signalized intersections

1.4.2 Programmatic Barriers

- Building signage
- Customer communication and interaction
- Non-compliant sidewalks or curb ramps
- Emergency notifications, alarms, and visible signals
- Participation opportunities for City sponsored events

1.4.3 Ongoing Accessibility Improvements

City PSAs, building, and park facilities were evaluated during the 2016 Self-Evaluation. City owned or maintained signalized intersections and roughly half of the City's public rights-of-way sidewalk network were evaluated in 2023. The remainder of the City's sidewalk network is anticipated to be evaluated in 2024, and all facilities will continue to be evaluated on a regular basis over time. The ADA Transition Plan will be revised to account for changes that have been or will be completed since the most recent update to the plan. This Plan will be posted on the City's website for review and consideration by the public.

1.4.4 City of Northport Approach

The purpose of the Transition Plan is to provide the framework for achieving equal access to the City of Northport's programs, services, and activities within a reasonable timeframe. The City's elected officials and staff believe that accommodating persons with disabilities is essential to good customer service, ensures the quality-of-life Northport residents seek to enjoy, and guides future improvements.

The City of Northport should make reasonable modifications in PSAs when the modifications are necessary to avoid discrimination based on disability, unless the City can demonstrate that making the modifications will fundamentally

alter the nature of the program, service, or activity. The City of Northport will not place surcharges on individuals with disabilities to cover the cost involved in making PSAs accessible.

1.4.5 Exceptions and Exemptions

A municipality is not required to take any action that would create any undue financial or administrative burden for the public entity, create a hazardous condition for other people, or threaten or destroy the historic significance of a historic property.

In determining whether an alteration would impose an undue financial or administrative burden on a covered entity, factors to be considered include: (i) the nature and cost of the alteration needed; (ii) the overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; the number of persons employed at such facility; the effect on expenses and resources, or the impact otherwise of such accommodation upon the operation of the facility; (iii) the overall financial resources of the covered entity; the overall size of the business of a covered entity with respect to the number of its employees; the number, type, and location of its facilities; and (iv) the type of operation or operations of the covered entity, including the composition, structure, and functions of the workforce of such entity; the geographic separateness, administrative, or fiscal relationship of the facility or facilities in question to the covered entity.

In determining whether an alteration would threaten or destroy the historic significance of a historic property, the City should first confirm if the property is on the National Register of Historic Places. Based on a search of the National Register of Historic Places NPGallery Database (<https://npgallery.nps.gov/nrhp>) and the associated geodatabase (<https://irma.nps.gov/DataStore/Reference/Profile/2210280>), there are six (6) registered historical places within the City of Northport, but there may be other documentation available not provided on these websites. The six historic sites within the City include:

- (1) East Northport Historic District
- (2) Northport Historic District
- (3) Northport Historic District (Boundary Increase)
- (4) Shirley James House; and
- (5) Wilson-Clements House

The City has established the Historic Preservation Commission. The purpose of the Commission is to act in an advisory capacity to the City in matters relating to issues affecting the historic part of the City, and to make recommendations concerning necessary infrastructure improvements and the priority of such improvements, beautification, health and welfare issues, maintenance, future development, and/or other issues geared towards improving the quality of the life of City residents. The Historic Preservation Commission should take the ADA into consideration when providing recommendations to ensure the current standards are being met when facilities are altered.

A municipality is not necessarily required to make each of its existing facilities accessible to and usable by individuals with disabilities. In the event the City determines a proposed action would generate undue financial or administrative burden, create a hazardous condition for other people, or threaten or destroy the historic significance of a historic property, a municipality has a responsibility to communicate and document the decision and the methodology used to reach it. If an action would result in such an alteration or such burdens, a municipality shall take any other actions that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the City.

1.5 New Construction and Alterations

If the start date for construction is on or after March 15, 2012, all newly constructed or altered state and local government facilities must comply with the 2010 ADA Standards for Accessible Design. Before that date, the 1991 Standards (without the elevator exemption), the Uniform Federal Accessibility Guidelines, or the 2010 ADA Standards may be used for such projects when the start of construction commences on or after September 15, 2010.

The most recent standard is the 2010 ADA Standards for Accessible Design, which sets the minimum requirements – both scoping and technical – for newly designed and constructed or altered state and local government facilities, public accommodations, and commercial facilities to be readily accessible to and usable by individuals with disabilities. It is effectuated from 28 Code of Federal Regulations (CFR) 35.151 and the 2004 Americans with Disabilities Act Accessibility Guidelines (ADAAG). However, the FHWA and DOJ recommend using PROWAG for designing facilities within the public rights-of-way as a best practice until it is adopted at the federal level. The Manual on Uniform Traffic Control Devices (MUTCD) is also incorporated by reference within PROWAG. It is recommended that the City of Northport adopt PROWAG so that it becomes an enforceable document for all City projects within the public rights-of-way, regardless of its adoption status at the state and federal level.

2010 ADA Standards for Accessible Design

The Department of Justice's revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 were published in the Federal Register on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design, "2010 Standards." On March 15, 2012, compliance with the 2010 Standards was required for new construction and alterations under Titles II and III. March 15, 2012, is also the compliance date for using the 2010 Standards for program accessibility and barrier removal.

PROWAG

The U.S. Access Board recently published new guidelines under the ADA and the Architectural Barriers Act (ABA) that address access to sidewalks and streets, crosswalks, curb ramps, pedestrian signals, on-street parking, and other components of public rights-of-way. These guidelines also review shared use paths, which are designed primarily for use by bicyclists and pedestrians for transportation and recreation purposes. The Accessibility Guidelines for Pedestrian Facilities in the Public Rights-of-Way (PROWAG) provide minimum guidelines for the accessibility of pedestrian facilities in the public rights-of-way. When these guidelines are adopted, with or without modifications, as accessibility standards in regulations issued by other federal agencies implementing the ADA, Section 504 of the Rehabilitation Act, and the ABA, compliance with those enforceable accessibility standards is mandatory. The final rule was published on August 8, 2023, and became effective on September 7, 2023. PROWAG is the recommended best practice and can be considered the state of the practice that could be followed for areas not fully addressed by the 2010 ADA Standards.

MUTCD

Traffic control devices shall be defined as all signs, signals, markings, and other devices used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, pedestrian facility, bikeway, or private road open to public travel by authority of a public agency or official having jurisdiction, or, in the case of a private road, by authority of the private owner or private official having jurisdiction. The Manual on Uniform Traffic Control Devices is incorporated by reference in 23 CFR, Part 655, Subpart F and shall be recognized as the national standard for all traffic control devices installed on any street, highway, bikeway, or private road open to public travel in accordance with 23 U.S.C. 109(d) and 402(a). The policies and procedures of the FHWA to obtain basic uniformity of traffic control devices shall be as described in 23 CFR 655, Subpart F.

1.6 Maintenance Versus Alterations

The United States DOJ has issued a briefing memorandum on clarification of maintenance versus alteration projects. Information contained in the briefing memorandum is below. This clarification regarding when curb ramp installation is required as part of a project can be used as a reference for City of Northport staff who regularly are involved in maintenance and alteration projects.

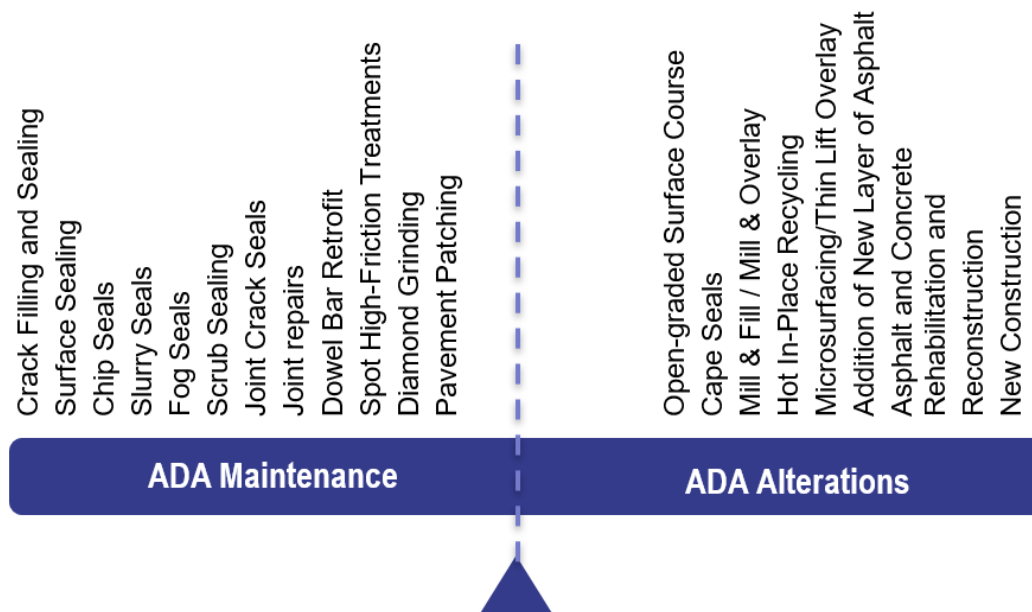
The Americans with Disabilities Act of 1990 is a civil rights statute prohibiting discrimination against persons with disabilities in all aspects of life, including transportation, based on regulations promulgated by the United States DOJ. DOJ's regulations require accessible planning, design, and construction to integrate people with disabilities into mainstream society. Further, these laws require that public entities responsible for operating and maintaining the public rights-of-way do not discriminate in their programs and activities against persons with disabilities. FHWA's ADA program implements the DOJ regulations through delegated authority to ensure that pedestrians with disabilities have the opportunity to use the transportation system's pedestrian facilities in an accessible and safe manner.

FHWA and DOJ met in March 2012 and March 2013 to clarify guidance on the ADA's requirements for constructing curb ramps on resurfacing projects. Projects deemed to be alterations must include curb ramps within the scope of the project.

This clarification provides a single Federal policy that identifies specific asphalt and concrete-pavement repair treatments that are considered to be alterations – requiring installation of curb ramps within the scope of the project – and those that are considered to be maintenance, which do not require curb ramps at the time of the improvement. Figure 1 provides a summary of the types of projects that fall within maintenance versus alterations.

This approach clearly identifies the types of structural treatments that both DOJ and FHWA agree require curb ramps (when there is a pedestrian walkway with a prepared surface for pedestrian use and a curb, elevation, or other barrier between the street and the walkway) and furthers the goal of the ADA to provide increased accessibility to the public right-of-way for persons with disabilities. This single Federal policy will provide for increased consistency and improved enforcement.

Figure 1. Maintenance versus Alteration Projects



Source: DOJ Briefing Memorandum on Maintenance versus Alteration Projects

1.7 FHWA Guidance on Closing Pedestrian Crossings

An alteration that decreases or has the effect of decreasing the accessibility of a facility below the requirements for new construction at the time of the alteration is prohibited. For example, the removal of an existing curb ramp or sidewalk (without equivalent replacement) is prohibited. However, the FHWA has indicated a crossing may be closed if an engineering study (performed by the City and not included in the scope of this Transition Plan) determines the crossing is not safe for any user. The crossing should be closed by doing the following:

- A physical barrier is required to close a crossing at an intersection. FHWA has determined that a strip of grass between the sidewalk and the curb is acceptable as a physical barrier.
- A sign should be used to communicate the closure.

Agencies wishing to close certain intersection crossings should have a reasonable and consistent policy on when to do so written in their Transition Plan or as a standalone document. If safety concerns are established by an engineering study, a pedestrian crossing should not be accommodated for any user. The City of Northport will only consider closing an existing pedestrian crossing if it is determined to be unsafe by an engineering study.

1.8 Existing City Programs that Implement ADA Upgrades

The City of Northport currently implements ADA compliant designs through the following efforts:

- The City's subdivision regulations require sidewalks to be constructed for new developments that require approval of the Planning Commission.

- The annual resurfacing program encompasses adjacent curb ramps and sidewalk maintenance, all which improve the pedestrian path of travel in the public rights-of-way and help maintain accessible routes within the City of Manhattan in an accessible condition.
- The City's Pavement Maintenance service includes pothole repairs that eliminate disruptions in the roadway surface. Additional services include preparation and repairs of paved surfaces where required throughout the City, including when these elements intersect the pedestrian path of travel.
- All City projects require compliance with PROWAG.
- The City seeks out alternate funding mechanisms such as Safe Routes to Schools, the Community Development Block Grant (CDBG) Program, and the Transportation Alternatives Program (TAP) to fund improvements.

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2.0 Public Outreach

The City hosted a public meeting on [Month] [Day], [Year] at X:XX AM/PM, to provide a summary of the transition planning process and receive feedback on any concerns related to accessibility. In addition, the City contacted local disability organizations to form an ADA Advisory Committee and encouraged members of the Advisory Committee to attend the public meeting. The City will continue to solicit feedback from the public and the ADA Advisory Committee on the Transition Plan.

The public meeting notes are provided in **Appendix B**.

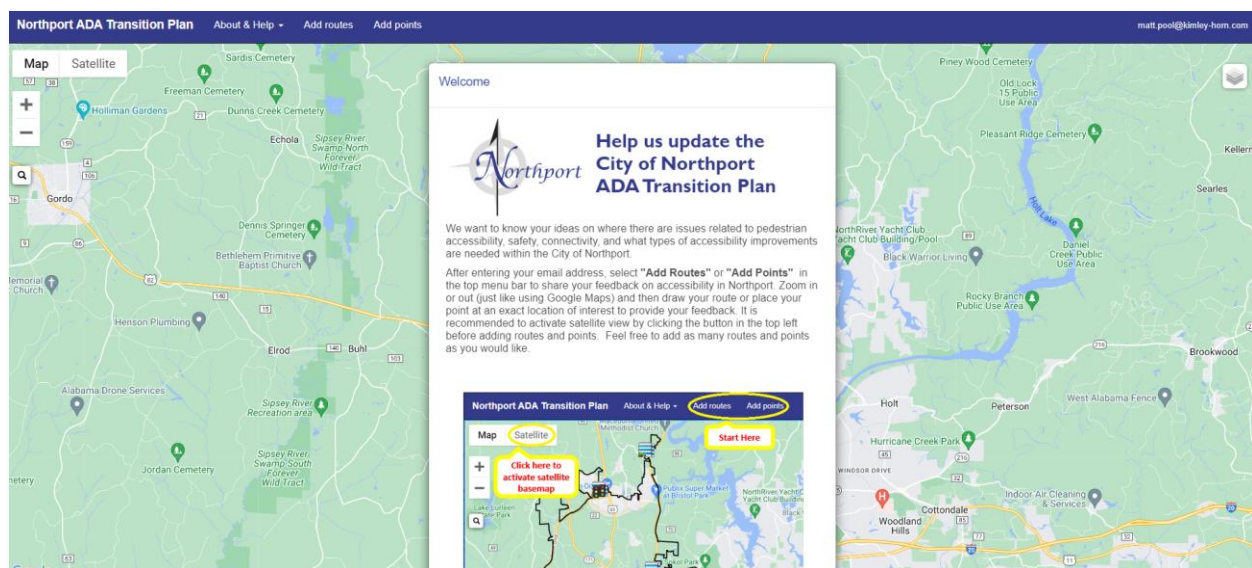
2.1 Web Survey

The City also developed a web survey open to the public. The survey was designed to help the City locate areas of greatest concern to the public and help provide better access to the community. The survey was made available via the following link, and feedback was documented between start date and end date:
https://www.surveymonkey.com/r/Northport_ADA

2.2 Web Map

The City also developed an online map to allow the public to identify specific locations where they experience issues related to accessibility, safety, or connectivity. This tool also allowed the public to provide suggestions for accessibility improvements that are needed in Northport. The web map was made available via the following link, and feedback was documented between start date and end date:

The web survey and map were posted on the City's web page, sent out through social media, and emailed to the ADA Advisory Committee for redistribution. These resources serve as a tool to solicit feedback from the public on the Transition Plan. Feedback received from both the web survey and web map is summarized in **Appendix B**.



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3.0 Self-Evaluation and Summary of Findings

The City of Northport's Americans with Disabilities Act Transition Plan includes the results of a comprehensive review of the programs, services, and activities provided to employees and the public (see **Appendix A**). The Plan also includes the findings from facility evaluations of all City-owned/maintained buildings and associated parking lots, parks and associated parking lots, park sidewalk and associated curb ramps, signalized intersections, and public rights-of-way sidewalks and associated curb ramps.

3.1 Programs, Services, and Activities Overview and Administrative Requirements

Under the ADA, the City of Northport is required to complete a Self-Evaluation of the City's facilities, programs, policies, and practices. The Self-Evaluation identifies and provides possible solutions to those policies and practices that are inconsistent with Title II requirements. To be compliant, the Self-Evaluation should consider all the City's programs, services, and activities, as well as the policies and practices the City uses to implement its various programs and services.

To comply with requirements of the plan, the City must take corrective measures to achieve program accessibility through several methods, including, but not limited to:

- (1) Relocation of programs to accessible facilities;
- (2) Modifications to existing programs so they are offered in an accessible manner;
- (3) Structural methods such as altering an existing facility;
- (4) Policy modifications to ensure nondiscrimination; and
- (5) Auxiliary aids needed to provide effective communication.

When choosing a method of providing program access, the City should attempt to give priority to the method that promotes inclusion among all users, including individuals with disabilities.

PSAs offered by the City to the public must be accessible. Accessibility applies to all aspects of a program, services, or activity, including advertisement, orientation, eligibility, participation, testing or evaluation, physical access, provision of auxiliary aids, transportation, policies, and communication.

However, the City does not have to take any action that will result in a fundamental alteration in the nature of a program or activity, create a hazardous condition for other people, or result in an undue financial and/or administrative burden. This determination should generally be made by the ADA/504 Coordinator and/or an authorized designee of the City, such as the City Administrator or their designee and must be accompanied by a written statement detailing the reasons for reaching the determination.

The determination of undue burden must be based on an evaluation of all resources available for use. If a barrier removal action is judged unduly burdensome, the City must consider all other options for providing access that will ensure that individuals with disabilities receive the benefits and services of the program or activity. This process must be fully documented.

3.1.1 ADA/504 Coordinator (Title I / Title II)

Under the ADA Title II, when a public entity has 50 or more employees based on an entity-wide employee total count, the entity is required to designate at least one (1) qualified responsible employee to coordinate compliance with ADA requirements. The name, office address, and telephone number of this individual must be available and advertised to employees and the public. This allows for someone to assist with questions and concerns regarding disability discrimination to be easily identified.

The City of Northport has appointed Tera Tubbs, as ADA/504 Coordinator for Title I and Title II. Below is the ADA Coordinator's contact information.

Tera Tubbs, ADA/504 Coordinator
ADA/504 Coordinator, City Engineer
Engineering Department
3500 McFarland Blvd
P.O. Box 569
Northport, AL 35476
Office: 205-339-7000
Alabama Relay: 7-1-1
ttubbs@cityofnorthport.org

The ADA/504 Coordinator contact information must be provided to interested parties. The following distribution methods should be considered:

- Post on the City website;
- Prominently display in common areas that are accessible to all employees and areas open to the public;
- Provide in materials that are distributed by the City for meetings and events where requests for auxiliary aids or services for effective communication might be needed; and
- Provide in materials that are distributed by the City where ADA questions or concerns may arise.

3.1.2 Roles and Responsibilities of the ADA/504 Coordinator

Below is a list of qualifications for ADA Coordinators that are recommended by U.S. Department of Justice:

- Familiarity with the entity's structures, activities, and employees;
- Knowledge of the ADA and other laws addressing the rights of people with disabilities, such as Section 504 of the Rehabilitation Act;
- Experience with people with a broad range of disabilities;
- Knowledge of various alternative formats and alternative technologies that enable individuals with disabilities to communicate, participate, and perform tasks;
- Ability to work cooperatively with local entities and people with disabilities;
- Familiarity with any local disability advocacy groups or other disability groups;
- Skills and training in negotiation and mediation; and
- Organizational and analytical skills.

The responsibilities of the ADA/504 Coordinator include coordinating the City's efforts to comply with Title II and investigating any complaints related to potential violations of Title II. The role of the ADA Coordinator typically includes being the primary contact when members of the public request an auxiliary aid or service for effective communication, such as a sign language interpreter or documents in Braille. An effective ADA Coordinator will be

able to efficiently assist people with disabilities with their questions. These roles and responsibilities are consistent with the Department of Justice's guidance for "An Effective ADA Coordinator" (<https://www.ada.gov/pcatoolkit/chap2toolkit.htm>).

3.1.3 ADA Grievance Policy, Procedure, and Form with Appeal Process for the ADA

Local governments with 50 or more employees are required to adopt and publish procedures for resolving grievances in a prompt and fair manner that may arise under Title II of the ADA. The purpose of the ADA grievance procedure is to provide a mechanism for the resolution of discrimination issues at the City level, rather than require the complainant to resort to resolution at the federal level. The City's ADA grievance procedure and form were developed in July 2022 and are included in **Appendix C**.

The City of Northport Title II ADA Grievance Policy, Procedure, and Form has been posted on the City's website here:

3.1.4 Public Notice Under the ADA

The ADA public notice requirement applies to all state and local governments covered by Title II, including entities with fewer than 50 employees. The target audience for the public notice includes applicants, beneficiaries, and other people interested in the entity's programs, services, and activities. This notice is required to include information regarding Title II of the ADA and how it applies to the programs, services, and activities of the public entity. The Department of Justice suggests including brief statements about:

- Employment;
- Effective communication;
- Making reasonable modifications to policies and programs;
- Not placing surcharges on modifications or auxiliary aids and services; and
- Filing complaints.

The notice should also include the name and contact information of the ADA/504 Coordinator. Publishing and publicizing the ADA notice is not a one-time requirement. State and local government entities should provide the information on an ongoing basis, whenever necessary. DOJ suggestions for ways to provide notice are provided at: <https://www.ada.gov/pcatoolkit/chap2toolkit.htm>.

Public Notice Under the ADA: Completed Actions

The City of Northport Public Notice Under the ADA was developed in September 2022 and is included in **Appendix C**. The City will provide the information on an ongoing basis, whenever necessary. The City of Northport ADA Public Notice has been posted on the City's website here:

3.1.5 ADA Liaison Committee

The ADA Liaison Committee is generally comprised of representatives from each City department. These individuals work closely with ADA/504 Coordinator to resolve issues regarding the needs of their department and the programs under their management. The ADA/504 Coordinator works closely with the ADA Liaison Committee to coordinate the implementation of plans, programs, policies, and procedures. Each department representative is responsible for keeping a detailed log for all ADA inquiries within their department. This log will be shared with the ADA/504 Coordinator and should be retained for at least three (3) years.

To promote awareness of the committee and their activities, the ADA Liaison Committee information can be publicized in common areas that are accessible to employees and areas open to the public. This includes posting this information on the City website.

3.2 Program, Services, and Activities Self-Evaluation

The City of Northport completed a self-evaluation of all City PSAs required to be reviewed for compliance with Title II of the ADA as part of the 2016 ADA Self-Evaluation and Transition Plan. The results of this self-evaluation are included in **Appendix A**. City programs, services, and activities will continue to be evaluated on an ongoing basis, and the ADA Transition Plan will be revised to account for changes that have been or will be completed since the initial Self-Evaluation.

3.3 Facility Evaluation Action Plan

The FHWA has provided guidance on the ADA Transition Plan process in their “INFORMATION AND ACTION: ADA Transition Plan Process” memo dated November 17, 2015 (see **Appendix D**). While this memo specifically addresses State Departments of Transportation, FHWA also recommends this guidance for local municipalities until municipality-specific guidance is developed by FHWA. The memo includes a checklist for elements to be included in an ADA Transition Plan and other ADA requirements that agencies must fulfill.

Items included in the FHWA checklist related to the public rights-of-way are:

- **Inventory of Barriers** (identification of physical obstacles)
 - Identify intersection information, including curb ramps and other associated accessibility elements.
 - Prepare an Action Plan to develop an inventory of sidewalks (slopes, obstructions, protruding objects, changes in level, etc.), signals (including accessible pedestrian signals), buildings, parking, and mixed-use trails.
 - Discuss jurisdictional issues/responsibilities for sidewalks.
- **Schedule**
 - Show a strong commitment toward upgrading ADA elements identified in the inventory of barriers in the short term (planned capital improvement projects).
 - Show a strong commitment over time toward prioritizing curb ramps at walkways serving entities covered by the ADA.
 - The schedule should include prioritization information, planning, and investments directed at eliminating other identified barriers over time.
 - Dedicate resources to eliminate identified ADA deficiencies.
- **Implementation Methods**
 - Describe the methods that will be used to make the facilities accessible and include the governing standard (e.g., 2010 ADA Standards, 2011 PROWAG).

The City of Northport has evaluated all City-owned and/or maintained buildings and parks for compliance with the 2010 ADA Standards for Accessible Design and 2011 PROWAG as part of the 2016 ADA Self-Evaluation and Transition Plan project. The results of this self-evaluation are included in **Appendix A**. Additional facility evaluations will be completed in subsequent project phases to monitor the condition of facilities.

3.4 Existing Facility Inventory

The first step in completing a Self-Evaluation for physical facilities is understanding what facilities the City is responsible for maintaining and where each of these facilities is located. The existing facility inventory includes all City-owned or maintained, buildings, parks, signalized intersections, sidewalk corridors, and unsignalized intersections and driveways along sidewalk corridors. The City has completed the development of an updated facility inventory in 2022 and the results are documented in the following sections.

3.4.1 Buildings

Table 1 is a list of all City of Northport-owned buildings with public access. A map of the buildings is included in **Appendix E**.

Table 1. Summary of Buildings to be Reviewed

Buildings	
Location Name	Property Address
1. Northport City Hall	3500 McFarland Blvd
2. Fire Station No. 1	3500 McFarland Blvd
3. Public Works Building	1781 Harper Rd
4. Northport Public Safety	3721 26 th Ave
5. Fire Station No. 2	5500 Union Chapel Rd
6. Fire Station No. 3	1101 Martin Luther King Jr. Blvd
7. Fire Station No. 4	4900 Rose Blvd
8. Utilities Building	3900 3 rd St
9. Wastewater Treatment Plant	3801 3 rd St
10. Water Treatment Plant	11298 Lary Lake Rd
11. Northport Train Depot	725 25 th Ave
12. Northport Community Center	2100 Park St

All buildings with public access are required to comply with the 2010 ADA Standards for Accessible Design, including parking lots, path of travel from the parking lot to the building, access into the building, signage, drinking fountains, telephones, bathrooms, and counter heights.

3.4.2 Parks and Trails

The City of Northport maintains two parks and a single stand-alone paved trail. These include 1) Civitan Park, located at 1670 Main Ave, 2) Kentuck Park, located at 3401 5th St, and 3) Levee Trail, located at the Northport Riverwalk. Public parks are generally required to comply with the 2010 ADA Standards for Accessible Design including parking lots, path of travel from the parking lot to the park amenities, access into facilities, signage, drinking fountains and restrooms. The City does not own or maintain any unpaved pedestrian travel or pedestrian bridges within this park. A map of the parks and trail is included in **Appendix E**.

3.4.3 Signalized Intersections

The City maintains five (5) signalized intersections which are shown on a map in **Appendix E**. All City-owned or maintained signalized intersections are recommended to comply with PROWAG. Signalized intersection evaluations document the conditions and measurements along the pedestrian path of travel, which includes pedestrian street

crossings, curb ramps, sidewalk adjacent to the curb ramps, and pedestrian signal equipment and adjacent clear spaces.

3.4.4 Sidewalk Corridors

Using aerial imagery and existing inventory information from the 2016 ADA Transition Plan, an updated Geographic Information System (GIS)-based inventory of City-maintained sidewalk corridors and cross street locations was developed in August 2022. Based on the inventory, the City of Northport maintains approximately 71 miles of sidewalk corridors, including pedestrian street and driveway crossings. There are approximately 262 unsignalized intersections along the City-maintained sidewalk corridors. There are also an estimated 69 driveways with defined pedestrian crossings along the City-maintained sidewalk corridors.

All City-maintained pedestrian paths of travel are recommended to comply with PROWAG based on the conditions and measurements along the pedestrian path of travel, which includes the sidewalk, curb ramps, pedestrian crossings at driveway openings, and pedestrian crossings at unsignalized intersections with cross streets. At intersections where existing sidewalk does not cross the curb and curb ramps are not installed, no evaluations are needed. Locations where curb ramps are missing, but are required, will also be identified and included in the Transition Plan.

The ADA of 1990, Section 35.150, Existing Facilities, requires that the Transition Plan include a schedule for providing curb ramps or other sloped area at existing pedestrian walkways, which applies to all facilities constructed prior to 1992. For any sidewalk installations constructed from 1992 to March 15, 2012, the curb ramps should have been installed as part of the sidewalk construction project per the 1991 Standards for Accessible Design, Section 4.7 Curb Ramp, which states, “curb ramps complying with 4.7 shall be provided wherever an accessible route crosses a curb.” For sidewalk installations constructed on or after March 15, 2012, similar guidance is provided in the 2010 Standards for Accessible Design, Section 35.151 of 28 CFR Part 35, New Construction and Alterations, which states, “newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped area at any intersection having curb or other sloped area at intersections to streets, roads, or highways.”

A map of the sidewalk corridors is included in **Appendix E**.

3.4.5 Facility Inventory Summary

Based on the completed inventory, the City has identified the following public facilities that are subject to ADA requirements:

- 12 buildings;
- 2 parks;
- 1 paved trail;
- 71 miles of sidewalk; and
- 262 unsignalized intersections and 69 driveways along the sidewalk corridors.

3.5 City of Northport Facility Evaluation Action Plan

This City's Facility Evaluation Action Plan assigns an evaluation priority level to all inventoried facilities, which allows the City to prepare a schedule to complete the initial evaluations (previously completed in 2016) and additional evaluations over time.

Phased Self-Evaluation Approach

The deadline set by DOJ to have a Citywide ADA Transition Plan completed, including the Self-Evaluations, was January 26, 1992. The DOJ does not have any requirements or guidelines on how to prioritize which facilities should

be evaluated first if the City plans to phase the data collection over time. Ultimately, all facilities must be evaluated for an agency's Citywide ADA Transition Plan to be complete.

However, minimizing risk for litigation and risk for pedestrians should be the goal when determining the order in which to evaluate facilities. Several factors can increase risk at a location, including:

- **Number of existing complaints** – Locations with complaints identified by the public as problem areas should be evaluated as soon as possible to determine if the complaints are valid.
- **Proximity to pedestrian attractors** – Locations near pedestrian attractors (e.g., hospitals, retirement facilities, medical offices, parking garages, major employers, disability service providers, event facilities, bus or transit stop/routes, schools, government and public facilities, parks, libraries, and churches) are more likely to have a higher risk compared to those locations without pedestrian attractors.
- **Proximity to residential areas** – Locations near residential areas are more likely to have a higher risk than those locations adjacent to industrial areas where pedestrians are less likely to travel.
- **Number of crashes** – Locations with pedestrian-related crashes should be evaluated to determine if there is a design reason for the crashes.
- **Age of facility** – Facilities constructed after July 26, 1991 are a higher risk than those constructed before the 1991 Standards for Accessible Design were published since they were constructed out of compliance.
- **Roadway functional classification** – Arterials typically have higher pedestrian activity than local roadways and may be a higher risk.
- **Pedestrian/vehicle volumes** – Higher pedestrian/vehicle volume roadways are more likely to have higher risk than lower volume pedestrian/vehicle roadways. Pedestrian volumes may be quantified using indicators such as number of pedestrian actuations at signalized intersections.
- **Existing sidewalks** – The ADA does not require sidewalks to be installed, but existing sidewalks must be compliant, and the accessible route must be maintained in an accessible condition. Locations with existing sidewalks are a higher risk than locations without existing sidewalks.
- **Public input** – Receiving and taking into consideration feedback from the public to better understand their concerns is recommended. While formal complaints may not have been filed, areas of concern to the public are more likely to have a higher risk for litigation if an issue exists and the City does not respond and/or doesn't make any improvements.

Other factors to consider include:

- **Spatial distribution of facilities** – Selecting facilities to be evaluated evenly across different areas of the City or Council districts might be more well-received by the public, assuming all the risk factors above are equal.
- **Facility type** – Selecting a variety of different facilities to be evaluated during each phase, instead of all of the same facility type, may provide a better understanding of your high-risk areas. If the sidewalks evaluated

are determined to be mostly compliant and the curb ramps evaluated are determined to be mostly non-compliant, the City may want to consider including a higher percentage of curb ramps during the next phase of evaluations.

Upcoming Capital Improvement Projects – If curb ramps will be completely removed and replaced as part of an upcoming project, the ADA compliance of the new construction should be confirmed during construction inspections and resources would be better spent evaluating curb ramps that are not planned for reconstruction.

The final step is to document and execute the Facility Evaluation Action Plan. The Action Plan may be modified as needed during and in between Self-Evaluation phases to account for lessons learned, budget changes, and additional evaluations for facilities.

3.6 Schedule and Implementation Methods

It is acceptable for the City to phase the Self-Evaluation over several fiscal years; however, the DOJ and FHWA will not consider the initiative to be complete until all evaluations have been completed. The City should determine and document in the Transition Plan the anticipated number of years required to complete the Self-Evaluation of City programs, services, activities, and facilities identified in **Section 3.2 Program, Services, and Activities Self-Evaluation** and **Section 3.4 Existing Facility Inventory**.

The evaluations of the City's building and park facilities, programs, services, and activities were initially completed in 2016. Additional facility evaluations of the City's signalized intersections and a portion of the public rights-of-way sidewalk corridors were completed in 2023. The remainder of the City's public rights-of-way sidewalk corridors are scheduled to be evaluated in 2025-2026. The City's Transition Plan will be updated to including findings and possible solutions for identified barriers once the remaining facilities have been evaluated.

After the Self-Evaluation is complete, possible solutions have been identified, and cost estimates have been determined for each improvement, an implementation plan is developed. Depending on the estimated cost of improvements, a typical implementation plan for an entity the size of the City of Northport can range from 10 to 15 years. The implementation plan needs to show both a strong commitment toward upgrading ADA elements identified in the inventory of barriers in the short-term (planned capital improvement projects) and a strong commitment over time toward prioritizing curb ramps at walkways serving entities covered by the ADA. The implementation plan should also include prioritization information, planning, and investments directed at eliminating other identified barriers over time.

3.7 Prioritization

To aid in the development of the implementation plan, prioritization information should be provided for each facility with identified compliance issues. **Table 2**, **Table 3**, and **Table 4** provide proposed prioritization criteria for buildings/parks, intersections (both signalized and unsignalized), and sidewalk corridors. The signalized intersection and sidewalk corridor evaluations completed in 2023 have been prioritized using the methodology included in **Table 3** and **Table 4**.

All compliance elements included in the prioritization schedule are based on requirements from the 2010 ADA Standards for Accessible Design and PROWAG. While every effort will be made to design and implement improvements to be consistent with the 2010 ADA Standards for Accessible Design and PROWAG, the City will provide access to the maximum extent feasible where full compliance is technically infeasible. The proposed prioritization criteria were assigned based on DOJ priorities for facility access, previous project experience, and case law with respect to the severity of non-compliance. FHWA and DOJ have not provided any guidance on how to prioritize issues, only that prioritization information should be included as part of the schedule; however, best

practices suggest that the prioritization methodology and resulting thresholds be first based on the severity of non-compliance (i.e., dangerous condition) and then second based on the barrier's proximity to pedestrian attractors (e.g., adjacent to a hospital or governmental facility with high daily pedestrian traffic). Raw data is recommended to be collected during the Self-Evaluation so that all data needed for prioritization is contained in the ADA Transition Plan database with the exception of known complaints and proximity to pedestrian attractors. To streamline the prioritization of each facility, the proximity to pedestrian attractors are recommended be collected when the elements contained within the 2010 ADA Standards for Accessible Design and PROWAG are evaluated.

Sidewalk corridors include the entire pedestrian path of travel, including sidewalk, cross streets, and driveways. When prioritizing a sidewalk corridor, priorities for the entire pedestrian path of travel should be reported together. However, for project design and costing purposes, the recommended improvements for cross streets are typically more appropriately reported with the rest of the intersection improvements.

It should also be noted that sidewalks are not required by the ADA, but if they are installed, sidewalks must be compliant. Therefore, missing sidewalk segments are given a low priority in the proposed prioritization schedule.

To determine the priority for each facility, the raw data should be compared to the criteria in **Table 2**, **Table 3**, and **Table 4**. To do this, start at Priority 1 and determine if any of the criteria apply. If yes, assign the facility a priority of 1. If no, move to Priority 2 and determine if any of the criteria apply. This process should be repeated until a priority has been assigned to all intersections and each sidewalk corridor segment.

3.7.1 Prioritization Factors for Facilities

Buildings and parks were evaluated in the 2016 ADA Transition plan and were prioritized on a 4-point scale. The building and park 12-point prioritization scale, which is defined in **Table 2**, could be used by the City for facility improvements identified in the future. This prioritization methodology was developed by the Consultant Team to aid the City in determining how the building should be prioritized for improvements based on the severity of non-compliance with ADA.

Both signalized and unsignalized intersections are prioritized on a 13-point scale, which is defined in **Table 3**. The signalized and unsignalized intersections evaluated in 2023 were prioritized using this methodology. This prioritization methodology was developed by the Consultant Team to aid the City in determining which unsignalized intersections should be prioritized for improvements over other unsignalized intersections based on the severity of non-compliance with ADA.

Sidewalk corridors are prioritized on a 3-point scale and were given a priority of either "High", "Medium", "Low" based on the severity of non-compliance, which is defined in **Table 4**. Compliant segments of the sidewalk corridor are given a priority label of "Compliant". The sidewalk corridors evaluated in 2023 were prioritized using this methodology.

Table 2. Prioritization Factors for Buildings/Parks

Priority	Criteria
1 (high)	Complaint known or safety concern
2 (high)	- Element is more than twice the allowable requirement. No known complaint. - AND (for exterior conditions) location is near a hospital, school, transit stop, government building, or other pedestrian attractor.

3 (high)	• Element is more than twice the allowable requirement. No known complaint. • AND (for exterior conditions) location is not near a hospital, school, transit stop, government building, or other pedestrian attractor.
4 (high)	Barriers with parking or exterior conditions (DOJ level 1) – moderately not compliant with current standards
5 (medium)	Barriers with access to goods and services (DOJ level 2) – significantly not compliant with current standards
6 (medium)	Barriers with: • Access to goods and services (DOJ level 2) – moderately not compliant with current standards • Parking or exterior conditions (DOJ level 1) – minimally not compliant with current standards; OR • Restrooms (DOJ level 3) – significantly not compliant with current standards
7 (medium)	Barriers with: • Access to goods and services (DOJ level 2) – minimally not compliant with current standards; • Restrooms (DOJ level 3) – moderately not compliant with current standards; OR • Drinking fountains or public phones (DOJ level 4 & 5) – significantly not compliant with current standards
8 (medium)	Barriers with drinking fountains or public phones (DOJ level 4 & 5) - moderately not compliant with current standards
9 (low)	Barriers with restrooms (DOJ level 3) – minimally not compliant with current standards
10 (low)	Barriers with drinking fountains or public phones (DOJ level 4 & 5) - minimally not compliant with current standards
11 (low)	• Client is a Title II agency; AND • Elements not compliant with current standards, but may be able to be handled programmatically or do not need to be handled unless or until the agency hires a person with a disability
12 (low)	Element is fully compliant with an older standard (safe-harbored), but will need to be brought into compliance with current standards if altered

Table 3. Prioritization Factors for Signalized and Unsignalized Intersections

Priority	Criteria
1 (high)	Complaint filed on curb ramp or intersection
2 (high)	Existing curb ramp with any of the following conditions: • Running slope > 12% • Cross slope > 7% • Obstruction to or in the curb ramp or landing • Level change > ¼ inch at the bottom of the curb ramp • No detectable warnings AND within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations.
3 (high)	• No curb ramp where sidewalk or pedestrian path exists AND within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations.
4 (high)	No curb ramps, but striped crosswalk exists
5 (medium)	Existing curb ramp with any of the following conditions: • Running slope > 12% • Cross slope > 7% • Obstruction to or in the curb ramp or landing • Level change > ¼ inch at the bottom of the curb ramp • No detectable warnings AND NOT within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations.
6 (medium)	• No curb ramp where sidewalk or pedestrian path exists AND NOT within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations.
7 (medium)	Existing diagonal curb ramp (serving both crossing directions on the corner) is not compliant with current standards and shall be replaced with two curb ramps, one serving each crossing direction on the corner.
8 (medium)	Existing curb ramp with any of the following conditions: • Cross slope > 5% • Width < 36 inches • Median/island crossings that are inaccessible
9 (low)	Existing curb ramp with either running slope between 8.3% and 11.9% or insufficient turning space
10 (low)	Existing diagonal curb ramp without a 48-inch extension into the crosswalk
11 (low)	Existing pedestrian push button is not accessible from the sidewalk and/or curb ramp
12 (low)	Existing curb ramp with returned curbs where pedestrian travel across the curb is not protected
13 (low)	All other intersections not prioritized above

Table 4. Prioritization Factors for Sidewalk Corridors

Criteria	Priority		
	1 (high)	2 (medium)	3 (low)
Cross slope of sidewalk is greater than 2%	Value > 3.5%	3.5% ≥ Value > 2.0%	
Width of sidewalk is less than 48 inches	Value ≤ 36.0"	36.0" < Value < 42.0"	42.0" < Value < 48.0"
Obstruction present along sidewalk	Obstruction - Permanent	Obstruction - Temporary	
Heaving, sinking, or cracking present on sidewalk	Heaving Sinking Cracking		
Ponding on sidewalk		Ponding	
Missing sidewalk			Missing Sidewalk
Signalized cross street cross slope is greater than 5%	Value > 9.0%	9.0% ≥ Value ≥ 7.0%	7.0% > Value > 5.0%
Unsignalized cross street cross slope is greater than 2%	Value > 6.0%	6.0% ≥ Value ≥ 4.0%	4.0% > Value > 2.0%
Cross street running slope is greater than 5%	Value > 7.0%	7.0% ≥ Value ≥ 6.0%	6.0% > Value > 5.0%
Driveway sidewalk width is less than 48 inches	Value ≤ 36.0"	36.0" < Value < 42.0"	42.0" < Value < 48.0"
Driveway (or sidewalk if applicable) cross slope is greater than 2%	Value > 6.0%	6.0% ≥ Value ≥ 4.0%	4.0% > Value > 2.0%
Driveway (or sidewalk if applicable) condition is poor or is a safety concern	Elevation change greater than 1/2 inch or gaps greater than 1 inch	Elevation change between 1/4 inch and 1/2 inch or gaps between 1/2 inch and 1 inch	
Railroad crossing excessive sidewalk vertical discontinuity	Elevation change greater than 1/4 inch or gaps greater than 1 inch)		
Railroad crossing prefabricated plate is plastic or does not exist	Yes – Plastic or No		
Railroad crossing flangeway gap > 3 inches (freight) or flangeway gap > 2.5 inches (non-fright)	Value > 3.0" (freight) or 2.5" (non-freight)		
Railroad crossing is missing detectable warning surface(s)	No – Neither Side or Yes – 1 Side Only		

3.8 Facilities Review

3.8.1 Signalized Intersections

Five (5) signalized intersections within the City of Northport were evaluated in 2023. Signalized intersection evaluations cataloged the conditions and measurements along the pedestrian path of travel, which includes street crossings, curb ramps, sidewalk adjacent to the curb ramps, and pedestrian signal equipment and adjacent clear spaces.

All signalized intersections included in the evaluation are listed on a map included in **Appendix F**.

Signalized Intersections: Self-Evaluation Observations

Common curb ramp issues included non-existent detectable warning surfaces, non-compliant crosswalk extensions, excessive flare cross slopes, and excessive curb ramp running slopes. **Table 5** provides a summary of the curb ramp issues at signalized intersections.

About seventy-eight (78) percent of pedestrian crossings at signalized intersections did not have pedestrian signal heads or pedestrian push buttons. Pedestrian push buttons and signal heads were recommended to be installed at all signalized intersection pedestrian crossings where they did not exist. Common issues associated with the existing pedestrian push buttons included non-compliant push button diameters, non-existent push buttons, non-existent push button signs, and non-existent push button signal heads. **Table 6** provides a summary of the push button issues.

Signalized Intersections: Possible Solutions

Possible solutions to remove common barriers identified at signalized intersections include the following:

- Install clear space adjacent to pedestrian pushbuttons where not present or not within a 10" reach range of the pushbutton
- Relocate pedestrian pushbuttons where not parallel to direction of crosswalk
- Install pedestrian pushbutton signage that is consistent with MUTCD requirements
- Remove and replace non-compliant curb ramps
- Install curb ramps where they do not exist but pedestrian crossings are valid due to existing sidewalk
- Ensure curb ramps include a compliant detectable warning surface

A complete list of possible solutions can be found in the signalized intersection reports provided in **Appendix G**.

[Remainder of page intentionally left blank]

Table 5. Summary of Curb Ramp Issues at Signalized Intersections

Curb Ramp Element	Number Evaluated	Number Compliant	Percent Compliant
Curb ramp lands in crosswalk	17	17	100%
Curb ramp does not have traversable sides	4	4	100%
Curbed sides are 90°	4	4	100%
Curb ramp turning space (landing) cross slope $\leq 2\%$	10	9	90.0%
Curb ramp width $\geq 48"$	17	15	88.2%
No ponding in curb ramp, turning space (landing), or flares	17	13	76.5%
Curb ramp present where curb ramp is needed	23	17	74%
Curb ramp turning space (landing) running slope $\leq 2\%$	10	7	70.0%
Curb ramp turning space (landing) exists	17	10	58.8%
Curb ramp cross slope $\leq 2\%$	17	10	58.8%
No obstruction in curb ramp, turning space (landing), or flares	17	9	52.9%
Curb ramp counter slope $\leq 5\%$	17	9	52.9%
Flush transition to roadway exists	17	8	47.1%
Curb ramp running slope $\leq 8.3\%$	17	7	41.2%
Flare cross slope $\leq 10\%$	13	4	30.8%
48" crosswalk extension exists	11	3	27.3%
Detectable warning surface exists	17	1	5.9%
Detectable warning surface is compliant	1	0	0%

[Remainder of page intentionally left blank]

Table 6. Summary of Push Button Issues

Push Button Element	Number Evaluated	Number Compliant	Percent Compliant
Push button height $\leq 48''$	8	8	100%
Clear space is $\geq 30'' \times 48''$	6	6	100%
Push button offset from crosswalk $\leq 5'$	8	6	75.0%
Push button orientation parallel to crossing	8	6	75.0%
Push button reach range $> 10''$	8	6	75.0%
Push button offset from curb $\leq 10'$	8	6	75.0%
Cross slope of the clear space $\leq 2\%$	6	4	66.7%
Push button present where needed	36	8	22.2%
Pedestrian head present where needed	36	8	22.2%
Pedestrian push button sign exists	36	0	0%
Push button diameter 2"	8	0	0%

3.8.2 Sidewalk Corridors

The sidewalk corridor evaluations documented conditions and measurements along the pedestrian path of travel, which includes the sidewalk, curb ramps, pedestrian street and driveway crossings, and at-grade pedestrian railroad crossings. Approximately fifty (50) miles of sidewalk were evaluated in 2023. The included sidewalk corridors were selected due to their high level of pedestrian activity as well as their proximity to pedestrian traffic generators. A map of the evaluated sidewalk corridors is provided in **Appendix F**. The remainder of the City's sidewalk corridors are anticipated to be evaluated in 2024.

Sidewalk Corridors: Self-Evaluation Observations

Common issues along the sidewalk corridors were no existing detectable warning surfaces, non-flush transition to the roadway, excessive flare cross slopes, and ponding in the curb ramp, turning space or flares. Where excessive vegetation was present, field crews attempted to assess the condition of the underlying sidewalk. Where possible, the condition of the underlying sidewalk was recorded; however, the City of Northport may find additional issues with the sidewalk once the temporary obstruction is removed.

Common curb ramp issues at unsignalized intersections along the sidewalk corridors included no presence of color contrast or texture contrast (detectable warning surfaces), no flush transition to the roadway, excessive flare cross slopes, and ponding in the curb ramp, turning space or flares. A summary of the unsignalized intersection curb ramp issues is provided in **Table 7**. Non-compliant curb ramps, sidewalk, and pedestrian paths of travel along driveways and street crossings at unsignalized interactions were recommended to be removed and replaced.

The ADA of 1990, Section 35.150, Existing Facilities, requires that the Transition Plan include a schedule for providing curb ramps or other sloped areas at existing pedestrian walkways, which applies to all facilities constructed prior to 1992. For any sidewalk installations constructed from 1992 to March 15, 2012, the curb ramps should have been installed as part of the sidewalk construction project per the 1991 ADA Standards, Section 4.7 Curb Ramp,

which states, “curb ramps complying with 4.7 shall be provided wherever an accessible route crosses a curb.” For sidewalk installations constructed on or after March 15, 2012, similar guidance is provided in the 2010 ADA Standards, Section 35.151 of 28 Code of Federal Regulations (CFR) Part 35, New Construction and Alterations, which states, “newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or barriers to entry at intersections to streets, roads, or highways.”

Sidewalk Corridors: Possible Solutions

To meet the federal requirements for curb ramp installations, the following possible solutions were identified:

- Where sidewalk leads up to the curb at an intersection, both parallel and perpendicular to the project corridor, two (2) directional curb ramps were recommended to be installed where geometry permitted. PROWAG requires two (2) directional curb ramps be installed during modifications unless there are existing physical constraints.
- Where sidewalk parallel to the project corridor leads up to the curb at a driveway, directional curbs ramps were recommended to be installed to serve the driveway crossing.
- Where diagonal curb ramps were installed with the intent to serve a side-street crossing only, receiving curb ramps are still required to be installed on the opposite side of the major street. However, an engineering study should be performed prior to the installation of the receiving curb ramps to determine if the major street crossing is safe to accommodate. If the engineering study determines the major street crossing is unsafe to accommodate, the existing diagonal curb ramps should be removed and replaced with directional curb ramps in addition to the other requirements noted in **Section 3.5 Federal Highway Administration (FHWA) Guidance on Closing Pedestrian Crossings**.

The following possible solutions were identified to improve pedestrian safety and are incorporated into the unsignalized intersection and driveway reports. These improvements are based on engineering judgement but are not required by federal accessibility standards.

- For all existing, unmarked pedestrian street crossings at unsignalized intersections, the installation of crosswalk markings is recommended. Pedestrian street crossings are defined by the curb ramp installation possible solutions on the previous page. The 2009 MUTCD states that on approaches controlled by STOP or YIELD signs, crosswalk markings should be installed where engineering judgement dictates markings are needed to provide guidance for pedestrians who are crossing roadways by defining and delineating paths on approaches where traffic stops. Additionally, in conjunction with signs and other measures, crosswalk markings help to alert road users of a designated pedestrian crossing point across roadways at locations that are not controlled by traffic control signals or STOP or YIELD signs.
- For pedestrian crossings across commercial driveways, detectable warning surfaces are recommended to be installed on curb ramps or sidewalk approaches on either side of the driveway. PROWAG states that detectable warning surfaces should not be provided at crossings of residential driveways since the pedestrian right-of-way continues across residential driveway aprons. However, where commercial driveways are provided with yield or stop control, detectable warning surfaces should be provided at the junction between the pedestrian route and the vehicular route.

A complete list of possible solutions can be found in the sidewalk, and unsignalized intersection facility reports provided in **Appendix G**.

Table 7. Summary of Curb Ramp Issues at Unsignalized Intersections

Curb Ramp Element	Number Evaluated	Number Compliant	Percent Compliant
48" crosswalk extension exists	60	60	100%
Curb ramp does not have traversable sides	340	340	100%
Curb ramp lands in crosswalk	389	387	99.5%
Curbed sides are 90°	340	337	99.1%
Detectable warning surface is compliant	176	168	95.5%
Curb ramp width $\geq 48"$	389	355	91.3%
Curb ramp turning space (landing) running slope $\leq 2\%$	335	291	86.9%
Curb ramp turning space (landing) exists	389	336	86.4%
Curb ramp turning space (landing) cross slope $\leq 2\%$	335	276	82.4%
No obstruction in curb ramp, turning space (landing), or flares	389	315	81.0%
Curb ramp cross slope $\leq 2\%$	389	310	79.7%
Curb ramp counter slope $\leq 5\%$	389	295	75.8%
Curb ramp running slope $\leq 8.3\%$	389	257	66.1%
Curb ramp present where curb ramp is needed	591	389	66%
No ponding in curb ramp, turning space (landing), or flares	389	253	65.0%
Flare cross slope $\leq 10\%$	49	31	63.3%
Flush transition to roadway exists	389	192	49.4%
Detectable warning surface exists	389	177	45.5%

Table 8, Table 9, and Table 10 provide summaries of the prioritization classifications for signalized intersections, sidewalks, and unsignalized intersections, respectively.

Table 8. Prioritization Summary Signalized Intersections

Priority	Number of Intersections
0 (compliant)	0
1 (high)	0
2 (high)	1
3 (high)	1
4 (high)	0
5 (medium)	3
6 (medium)	0
7 (medium)	0
8 (medium)	0
9 (low)	0
10 (low)	0
11 (low)	0
12 (low)	0
13 (low)	0
Total	5

Table 9. Prioritization Summary for Sidewalk Corridors

Facility Type	Priority 1 (high)	Priority 2 (medium)	Priority 3 (low)	Compliant	Not Prioritized	Total
Sidewalks	10.83	1.73	0.25	26.01	0.00	38.81
Pedestrian Driveway Crossings	5.51	0.00	0.00	3.56	0.00	9.07
Pedestrian Street Crossings	0.00	0.00	0.00	0.00	1.59	1.59
Total	16.34	1.73	0.25	29.57	1.59	49.48

Table 10. Prioritization Summary for Unsignalized Intersections

Priority	Number of Intersections
Compliant	7
1 (high)	0
2 (high)	0
3 (high)	0
4 (high)	0
5 (medium)	149
6 (medium)	52
7 (medium)	1
8 (medium)	5
9 (low)	1
10 (low)	0
11 (low)	0
12 (low)	0
13 (low)	10
Total	225

3.9 Conclusion

This document serves as the ADA Transition Plan for the City of Northport. In developing the Transition Plan, City facilities were reviewed for compliance with ADA guidelines and a Self-Evaluation was conducted on the following:

- 5 signalized intersections;
- Approximately 50 miles of sidewalk and all unsignalized intersections and driveways along the sidewalk corridors

The possible solutions were prioritized and an implementation plan was developed to provide guidance for the City's improvement projects in the coming years. Public outreach was also conducted to aid in the development of the plan.

The City is taking the actions referenced below and will continue to look for, and remedy, barriers to access to ensure that Northport citizens who are disabled are given access to the City's PSAs and facilities.

Based on the results of the Transition Plan Update and additional facility evaluations to be completed in a subsequent project phase, the City will institute an ADA Action Log to monitor corrective actions required under the Transition Plan and document City efforts at compliance with the ADA. At a minimum, the Action Log will identify items that are not ADA compliant and will include anticipated completion dates. The ADA Action Log will be updated on a regular basis and should be available to the public upon request. The current ADA Action Log is provided in **Appendix H**.

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4.0 Facility Costs

4.1 Facilities Cost Projection Overview

To identify funding sources and develop a reasonable implementation schedule, cost projection summaries for only the facilities evaluated were developed for each facility type. To develop these summaries, recent bid tabulations from the Alabama Department of Transportation (ALDOT) construction projects, along with Consultant Team experience with similar types of projects, were the basis for the unit prices used to calculate the improvement costs. A contingency percentage (20%) was added to the subtotal to account for increases in unit prices in the future in addition to an engineering design percentage (15%). All costs are in 2023 dollars. **Table 11** provides a summary of the estimated costs to bring each facility into compliance.

Table 11. Summary of Facility Costs

Facility Type	High Priority	Medium Priority	Low Priority	Total*
Signalized Intersections	\$111,900	\$225,500	\$0	\$337,400
Public Rights-of-Way Sidewalk	\$5,987,600	\$290,400	\$47,900	\$6,325,900
Public Rights-of-Way Unsignalized Intersections	\$0	\$1,628,400	\$34,100	\$1,662,500
City Totals	\$6,099,500	\$2,144,300	\$82,000	\$8,325,800

*Table values are rounded for simplification

It is important to note that the facility cost estimates in **Table 11** only include the costs to remediate accessibility compliance issues as determined by a visual inspection of the facilities. Additional budget considerations should be given to the following:

- Aesthetic upgrades, such as remodeling/upgrading of outdated facilities;
- Current market conditions that may affect pricing of construction materials and labor, such as COVID-19;
- Construction challenges not visible during inspection, such as underground or in-wall utilities; and
- Other factors that may affect costs.

It is recommended that a design professional assist the City in determining the best overall design solutions with respect to various factors, including but not limited to, existing conditions, available construction budget, and consideration for all elements that are out of compliance in a particular area of a facility.

4.2 Implementation Schedule

Table 12 details the barrier removal costs and proposed implementation schedule by facility type for all City-owned facilities evaluated. Actual annual budgets will vary to accommodate project scopes. For example, all barriers at a single intersection are recommended to be removed within the same project scope. Because cost projections vary by intersection, the actual annual budget may vary to accommodate all improvements at an intersection. This 20-year plan will serve as the implementation schedule for the Transition Plan. This schedule is dependent upon the awarding of grant funding and the City of Northport reserves the right to alter the implementation schedule and the barrier removal priorities on an ongoing basis to allow flexibility in accommodating community requests, petitions for reasonable modifications from persons with disabilities, and changes in City programs.

It is the intent of the City to have its ADA/504 Coordinator work together with department heads and budget staff to determine the funding sources for barrier removal projects. Once funding is identified, the ADA Coordinator will coordinate the placement of the projects in the Capital Improvement Program (CIP) to be addressed on a fiscal year basis.

Table 12. Implementation Schedule

Facility Type	Estimated Cost	Implementation Schedule (years)	Approximate Annual Budget*
Signalized Intersections	\$337,400	10	\$35,000
Public Rights-of-Way Sidewalk	\$6,325,900	20	\$320,000
Public Rights-of-Way Unsignalized Intersections	\$1,662,500	20	\$85,000
City Total	\$8,325,800		
Total Annual Budget			\$440,000

*Table values are rounded for simplification

4.3 Funding Opportunities

Several alternative funding sources are available to the City to complete accessibility improvements for public programs, services, activities, and facilities. The funding opportunities include applying for resources at the federal and state level, consideration of local options, and leveraging private resources. The following sections detail some different funding source options.

4.3.1 Federal and State Funding

There is federal and state funding available for the City to apply for through numerous agencies for various improvements. A summary of the available funding opportunities is available on the FHWA website:
https://www.fhwa.dot.gov/environment/bicycle_pedestrian/funding/.

Most of these programs are competitive type grants; therefore, the City of Northport is not guaranteed to receive these funds. It will be important for the City to track these programs to apply for the funds. Federal-aid funding programs have specific requirements that projects must meet, and eligibility must be determined on a case-by-case basis.

4.3.2 Local Funding

There are several local funding options for the City to consider, including:

- Community Development Block Grants (CDBG)
- Community Improvement District (CID) – A geographically defined district in which commercial property owners vote to impose a self-tax. Funds are then collected by the taxing authority and given to a board of directors elected by the property owners.
- General fund (sales tax and bond issue)
- Scheduled/funded CIP projects that are funded through bonds
- Sidewalk or Access Improvement Fee
- Special tax districts – A district with the power to provide some governmental or quasi-governmental service and to raise revenue by taxation, special assessment, or charges for services.

- Tax Allocation District (TAD) – A defined area where real estate property tax monies gathered above a certain threshold for a certain period of time (typically 25 years) to be used for a specified improvement. The funds raised from a TAD are placed in a tax-free bond (finance) where the money can continue to grow. These improvements are typically for revitalization and especially to complete redevelopment efforts.
- Tax Increment Financing District (TIF) – A TIF allows cities to create special districts and to make public improvements within those districts that will generate private-sector development. During the development period, the tax base is frozen at the predevelopment level. Property taxes continue to be paid, but taxes derived from increases in assessed values (the tax increment) resulting from new development either go into a special fund created to retire bonds issued to originate the development or leverage future growth in the district.
- Transportation Reinvestment Zone
- Transportation User Fee / Street Maintenance Fee

4.3.3 Private Funding

Private funding may include local and national foundations, endowments, private development, and private individuals. While obtaining private funding to provide improvements along entire corridors might be difficult, it is important for the City to require private developers to improve pedestrian facilities to current ADA requirements, whether it by new development or redevelopment of an existing property.

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5.0 Conclusion and Next Steps

This document serves as the Americans with Disabilities Act Transition Plan for the City of Northport. The City intends to complete the Self-Evaluation of the remaining public rights-of-way sidewalk corridor facilities identified in this document in 2024.

The next steps for the City of Northport are:

1. Complete the Self-Evaluation for all City facilities. Currently there are roughly 21 miles of sidewalk corridor that remain to be evaluated. Facility evaluations will also include the following:
 - a. Facility reports with the compliance status of each element evaluated based on the 2010 ADA Standards for Accessible Design and PROWAG;
 - b. Possible solutions to remove any barriers and bring the element into compliance;
 - c. Estimated costs of possible solutions; and
 - d. Prioritization of the individual facility, independent of other locations of the same facility type.
2. Develop an Implementation Plan, including schedule for completing the recommended facility improvements and funding sources to be used.
3. Update the City's ADA Transition Plan after the remaining facilities are evaluated.
4. Continue to update the City's ADA Transition Plan as projects are implemented and citizen requests/complaints are received.

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Appendix

Appendix A: 2016 City of Northport ADA Self-Evaluation and Transition Plan

Appendix B: Public Outreach

Appendix C: Grievance Procedure and Public Notice

City of Northport Title II Grievance Procedure

City of Northport Title II Grievance Form

Public Notice Under the ADA

Appendix D: Federal Highway Administration ADA Transition Plans Memo

Appendix E: Facility Inventory Maps

Appendix F: Evaluated Facility Maps

Appendix G: Facility Reports

Appendix H: Action Log



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: March 3, 2025

SUBJECT: Resolution Authorizing the City Administrator to Execute an Agreement with .Infomedia for Economic Development Website Development

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Savannah Nelson

Approved By: Brad Matthews

Summary:

To support the City of Northport's economic development efforts, the Engineering department is requesting approval for the City Administrator to execute an agreement with .Infomedia for website development of sites for Experience Northport, Northport Shore, and River Run Park with an option to purchase monthly support and management of the sites. The fiscal impact for website development is budgeted.

Recommendation:

I recommend that the request be approved.

Funding Source/GL Code:

GL Code No. FY2025 Northport First Amount: \$87,000

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute an agreement with .Infomedia for the development of websites to support City of Northport economic development in the amount of \$87,000.

RESOLUTION NO. 25-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH .INFOMEDIA FOR ECONOMIC DEVELOPMENT WEBSITE DEVELOPMENT

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute an agreement with .Infomedia for the development of websites to support Northport's economic development; and,

WHEREAS, the fiscal impact to the City for the development of the websites will be \$87,000.00 initially with an option to purchase monthly support services.

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

1. That the City Administrator is authorized to execute an agreement with .Infomedia in the amount of \$87,000.00 for the development of websites to support Northport's economic development; and,
2. That if desired, the City Administrator may opt to purchase monthly support services for website management.

RESOLVED AND DONE THIS 3RD DAY OF MARCH 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: March 3, 2025

Motion: _____

Second: _____



Proposal for

City of Northport

Design & Development
Robust Web Support
Ongoing Digital Consultation

PROPOSAL BY CLAY CONNER, PREPARED FOR:

Tera Tubbs, Savannah Nelson, and Scott Murphy on February 10, 2025

Executive Summary

The City of Northport is undertaking a strategic digital initiative to develop two to three distinct websites that will enhance tourism, promote economic development, and support athletic event engagement. These websites—**Experience Northport, Northport Shore, and River Run Park**—are designed to serve specific community and visitor needs while collectively contributing to Northport’s growth and visibility.

1. **Experience Northport** – This tourism-focused website will showcase Northport’s attractions, events, local businesses, and cultural offerings. Designed to drive visitor engagement, it may feature interactive tools like an events calendar, dining and lodging directories, and itinerary planning tools to position Northport as a premier destination.



2. **Northport Shore** – A dedicated site for the **Northport Shore mixed-use** this platform will highlight residential opportunities, retail spaces, and available within this vibrant new district. The website will serve as an information hub for potential residents, business investors, and visitors.
3. **River Run Park** – Focused on promoting the city’s premier **baseball and softball complex**, this website (or subsection within Northport Shore) will provide tournament schedules, facility rental options, team registration details, and visitor information. It will support Northport’s efforts to attract regional and national sporting events, boosting sports tourism and local economic impact.

Save

Each website will be designed with **user-friendly navigation and mobile responsiveness** to maximize visibility and engagement. The City of Northport aims to launch these platforms in phases, ensuring alignment with community objectives and stakeholder needs.

This digital expansion is a significant step in strengthening Northport’s identity as a thriving destination for **tourism, business, and recreation**, fostering economic growth, and enhancing the community experience.

Starting with the End in Mind

Let's Write Your Success Story

Thank you for allowing Infomedia to offer a website proposal to City of Northport!

For the past 30 years, we've seen our clients consistently beat their website projections — and we want to see **your** success story play out next.

We're excited to partner with you and watch your business meet (and exceed) the potential you know your team is capable of. Are you proud to point customers to your website? Do you feel confident that your digital strategy is on-point? When you hear about a big change in the digital marketplace, do you know exactly how to reach out to get a clear answer about what it means for your business?

Our mission is to make sure the answer to each of those questions is a resounding: "Yes!"



Save



Success Defined by Service

Service is our calling. We serve by creating, supporting, and helping people meet their highest potential. To us, true success is defined by serving well.

We Care Deeply about Your Goals

We turn incredible ideas and deep ambitions into reality. Service is our daily calling. Caring is our daily choice. We are dedicated to developing and supporting people, businesses, and systems to meet their fullest potential.

The Infomedia Advantage: Support + Strategy

Our differentiators are strategy and support. The first thing we'll do together is create a strategic plan around your unique goals, because we've learned that getting the details right at



the outset is the best way to guarantee success.

 Save



You'll experience Infomedia Support every step of the way — including after launch. Most companies put your site on the back burner once your site is live; it's harder to get them on the phone, and you'll get the "B Team" when you do. At Infomedia, you will always be a top priority. (Want an idea of what kind of service you can expect in Support? [Check out our Google Reviews](#)).

Company Profile

We're Here for You — Today & Tomorrow

Infomedia started in 1994 — we're one of the longest-running web development companies in the U.S. We've developed thousands of websites, and we currently have over 600 happy Support clients, some of whom have been with us for over 20 years.

Want to future-proof your digital strategy? Choose a company with a record of service that stretches back 30 years ... and counting.

We're proud that our client roster has included Brasfield & Gorrie, O'Neal Steel, The University of Alabama-Birmingham, Coca-Cola Bottling Company UNITED, American Cast Iron Pipe Company, United Airlines, Southern Research, and The Harbert Corporation. Each of our clients gets the highest level of service — we hope you'll be the next to join us.

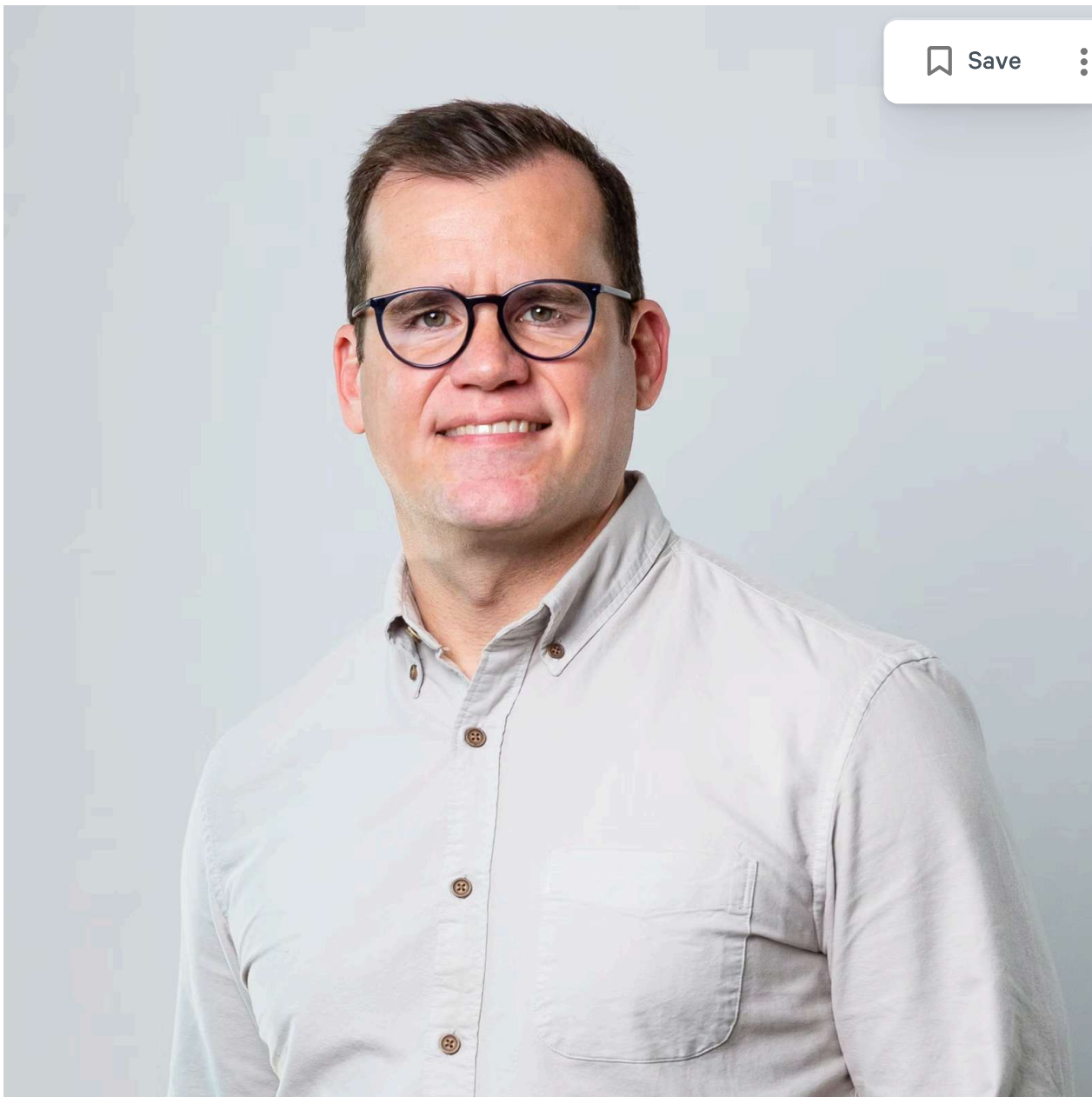


Save





Save



Vendor Profile

Infomedia has been in business for 30 years, has served thousands of clients, and employs over 35 people. Meet our Executive Team:

- **John Lovoy**, CEO
- **Jason Lovoy**, President
- **Carrie Rollwagen**, VP of Strategic Planning

Clay Conner, Partner

Being made partner was one of the proudest moments of my career. I'm honored to be part of a company dedicated to service and client success.



Reliable Team. Proven Processes.

Save

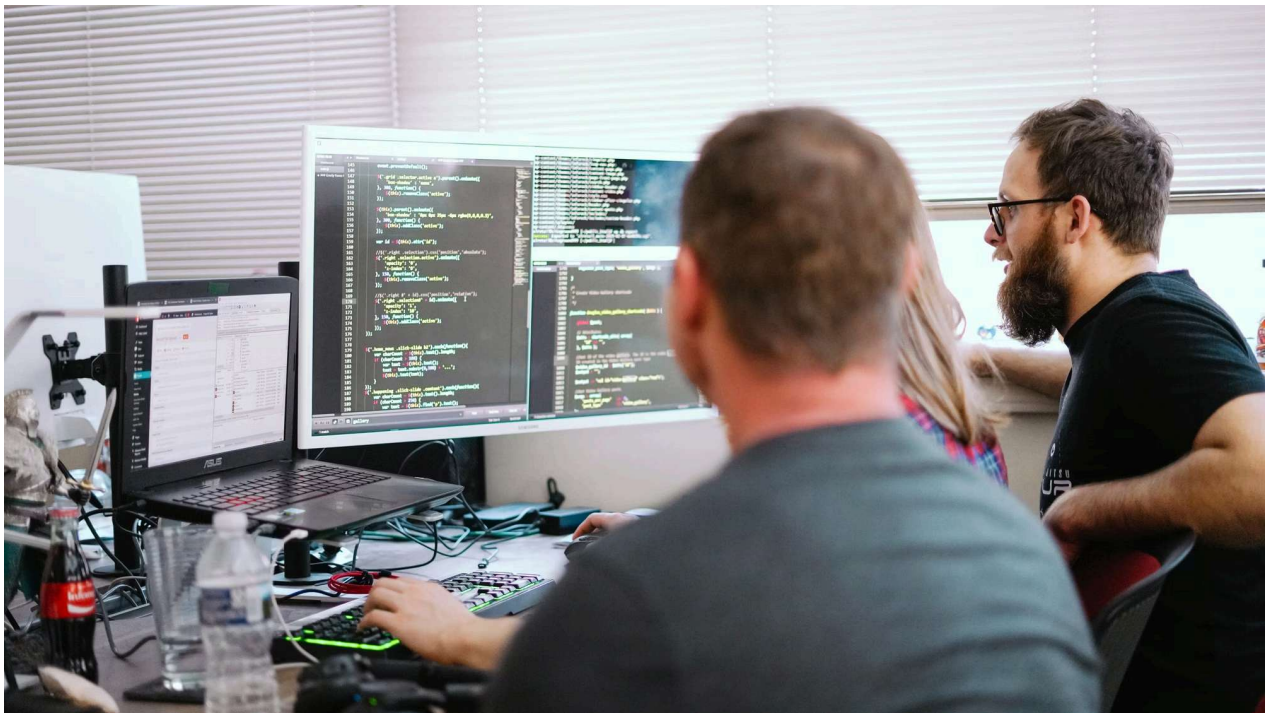


Cookie-cutter solutions aren't our style. We have a scalable production model that adapts to your unique needs, and we'll work with you to build a custom strategy that will inform every step of your process.

Your team will include web industry veterans and subject matter experts. You'll be working with the best-of-the-best, both while your site is being built, and after it's launched.

Where else will you get a team of digital strategists, web designers, senior and junior-level developers, programmers, copywriters, project managers, photographers, and videographers briefed and ready to work for your business, even after your site goes live?

(Want to get to know our team? [Head to our site](#) and click on anyone's picture to learn more about them.)



Working with Infomedia

Process

We'll invite you to a Discovery Call where key members of our team will get to know your business and your goals. From there, we'll begin your unique project strategy. We ask that



you have all stakeholders present at this meeting, and at every stage that requires your approval.

 Save



Project Management

The success of your project hinges on great project management. Throughout your website build, you'll have individual access to a project manager who will facilitate communication with your team, schedule your project in our queue, keep your project moving, update you about milestones — and answer any and all of your questions!

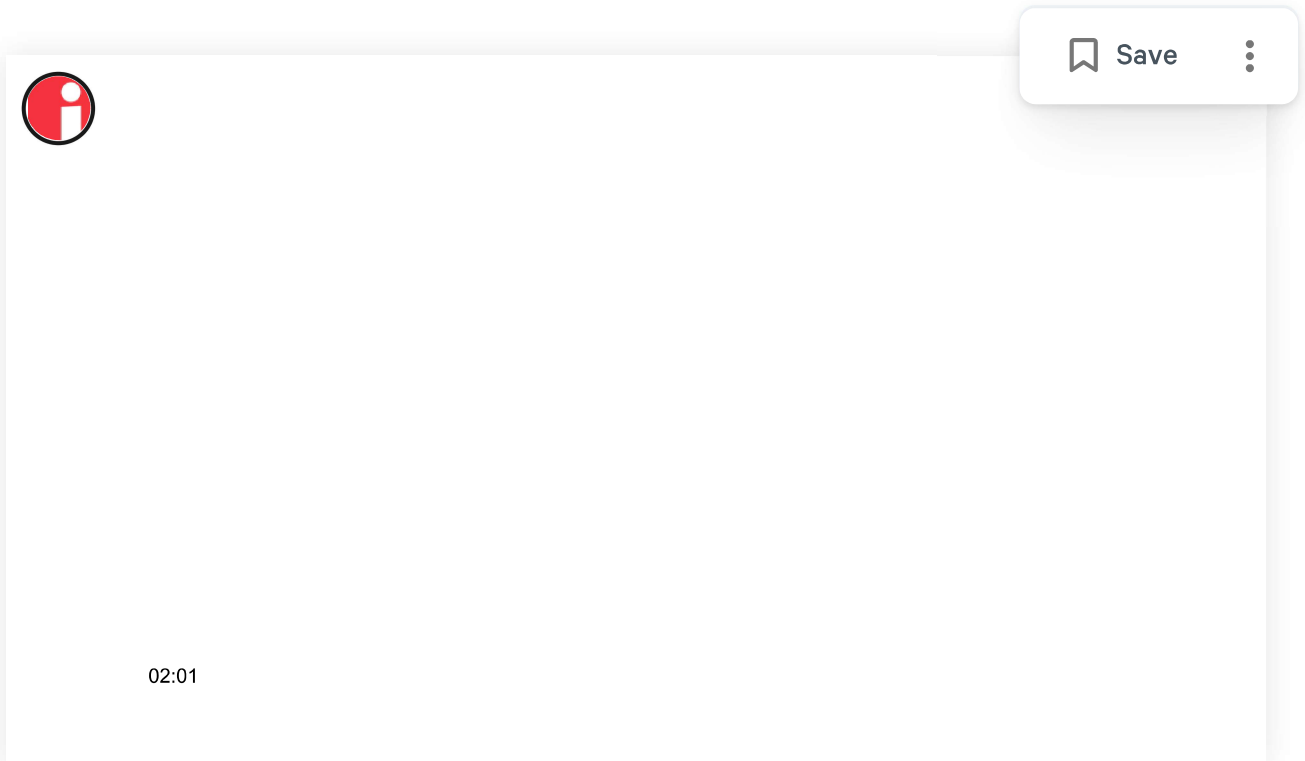
Four-Phased Approach

1. Strategy

Phase One is our **Strategy** phase. We'll be working with you to gather vital information that will help us form a successful strategy for your site build and to collect your content (both text and images). We'll also be defining milestones and setting expectations, both for Infomedia and for your staff. Deliverables after this phase may include a defined project scope and a detailed site map.



02:01



2. Design

Phase Two is our **Design Phase**. This is where you will begin to see your site come to life. With all of the information gathered from our strategy phase, our design team will create design comps for the future website. You will be able to see and review these comps at the close of this phase.

3. Development

Phase Three will be **Front and Backend Development**. The website comps you approve at the end of the design phase are only static images of what your website will look like. In order for your site to function for users, it must be developed. During this stage, you won't hear much from Infomedia — our developers will be hard at work bringing your site to life. Your project manager will work with you to get an exact timeline and to get your site scheduled into our development queue.



Save

02:03

02:04

4. Support

In **Phase Four**, you'll get to work with our incredible Support team to launch, audit, and edit your site. We're also happy to train your team to edit and add content, so you can make updates as often as you like. Your website launch is like a ribbon-cutting — it's the exciting unveiling of your site to the public, but unlike some of our competitors, we don't stop our work



at launch. We've built enough sites to know that Quality Control is a constant comes both before and after launch, and you'll be able to continue to work w changes even after the site is live.

Save



Project Scope

Strategic planning is a critical factor in what we do and is a huge differentiator for us. We believe in being incredibly clear about exactly what we plan to deliver, and the first thing we do once you're a client is to work with you to create a comprehensive, detailed Project Scope that serves as a guide for the rest of the project.

Here's why you'll love our scoping process:

- **You'll Avoid Scope Creep:** We insist on specificity at the start of the project because vague instructions nearly always result in bloated, slow, time-consuming projects — and we hate those as much as you do.
- **You'll Know Exactly What to Expect:** We design and build to the exact specifications of the scope, so you'll know from the very beginning what we're going to deliver.
- **You Can Set Accurate Timelines:** Once you've approved the Project Scope, we can help you set expectations for timelines so you can be sure your team is ready when launch time comes.

Your scope is the plan we execute on. It includes:

Your Plan for Copy, Photo & Video

You may prefer to create your content in-house, request an audit and reworking of your existing content, or hire your own professionals. Or as an optional add-on, you could hire our in-house copywriters, photographers, and videographers, who we are happy to put to work on your site. We know from extensive experience that taking a content-first approach is the best way to get a website that performs, so we'll work with you to make a plan for gathering original content.

Spelled-Out Functionality Needs & Solutions

During the scoping process, we dig in and learn exactly how you need your site to work for you. Do you need a predictive search? A calculator that helps your clients build an order? A subscribers-only section that requires a login? Secure forms? Your scope will get into the



nitty-gritty of how we plan to execute on solutions to the unique challenge to us.

 Save



Design & UX Specifications

We want the design to wow you, but there shouldn't be any surprises. You'll love the look of your site, but you shouldn't be confused about why we made certain choices — they should feel natural and authentic to your business. Addressing Design and User Experience in the scope helps us to clarify our plans before we begin (so we can change them if you feel we've missed the mark).

Development, Accessibility, Speed & Security Details

If you've shared specific criteria with us regarding the performance of your site, or if you have particular needs regarding Accessibility, speed, or online security, we'll spell out exactly how we plan to meet your expectations.

Digital Marketing, SEO & Local Search

Partnering with a digital marketing agency? It's important that we involve them from the very beginning so your site is built to seamlessly integrate digital marketing needs like tracking scripts, pixels, metadata, and SEO. In the scope, we'll break down how we plan to connect with your digital marketing partner and make sure your marketing needs are considered.

Homepage Messaging

Your homepage is the most important page on your website — that's a bold statement, but it's true. Not only is your homepage the page many of your website visitors will see first, but it's also the page Google and other search engines place the most importance on. Your homepage sets the tone for the copy on the rest of your site, so it's important to make sure the strategy you use for the messaging on this page is in line with your goals.

You might have a great writer who's already a part of your staff. But does that writer know how to write a headline that converts? Do they know what CTA (call to action) copy is most likely to get a customer to click a button on your site? Are they experienced in guiding readers not just through a document, but also through a website?

Writing homepage copy is a specific technical skillset that we've honed for over 30 years at Infomedia — and we want to put it to work for you.

**Scope Includes:**

- Copywriter assesses Discovery notes (or attends Discovery meeting)
- Copywriter may request one additional copy meeting
- Infomedia will audit existing page copy
- Infomedia will write new page copy as needed
- Infomedia will suggest metadata and alt tags for home page

Save

**Deliverables:**

- Website body copy for home page
- Headlines and subheads for home page (includes up to three options for each main headline)
- CTAs (Calls to Action) for home page (includes up to two options for each button)
- Suggested metadata description for home page
- Suggested alt text for photos on home page
- Copy will be added to client's development site and can be reviewed/changed by client any time, both pre- and post-launch

Interior Page Messaging

Have you ever landed on a website page that only has a short paragraph of information? Not only is that visually boring, but it also doesn't offer your audience opportunities to visit other pages of your website. Your interior page copy has two jobs: It needs to be informative and describe the specific service or topic that the page is about, and it also needs to have enough variety to be visually interesting.

To write interior pages, our copywriters rely on you and your team to communicate the details of what you do — and then they convey that information in the most clear and effective way possible, both in the body copy (the main paragraph), and in the headlines and calls to action.

Scope Includes:

- Copywriter assesses Discovery notes (or attends Discovery meeting)
- Copywriter may request one additional copy meeting
- Infomedia will audit existing page copy



- Infomedia will write new page copy as needed
- Infomedia will write headlines and subheads as needed
- Infomedia will write CTAs (Calls to Action) as needed
- Infomedia will suggest metadata and alt tags for each page

 Save**Deliverables:**

- Website body copy (usually 200-500 words per page)
- Headlines and subheads
- CTA (Call to Action) text for buttons, etc.
- Suggested metadata description
- Suggested alt text for photos if included
- Copy will be added to client's dev site (development site) and can be reviewed/changed by client any time, both pre- and post-launch

Support & Enhancements

The Full Package:

Security. Updates. Upgrades.

For websites that we host, we offer 24-7 emergency customer support. Our office hours are Monday through Friday, 9:00 am to 5:00 pm, CST. We welcome both email and phone calls. Should your request fall outside our normal business hours, we will be paged. We can address urgent needs with an appropriate measure of response. During business hours, a customer service representative will review the issue and appropriate designated staff to address it and will communicate with you throughout the process.



Save



Friendly, Knowledgeable People Available by Phone or Email

Our fully staffed Support department is well qualified to listen and respond to just about any question or support issue. Our phone lines are staffed with empathetic and knowledgeable personnel. If additional expertise (such as design or programming) is needed, we will set up a call to take a deeper dive. (There is no charge for that discovery call.)

Free Trainings for New Team Members

We know getting new team members up-to-speed with your website can be daunting — so we'll take that task off your hands. Our Support team is happy to walk your team through the nitty-gritty of your site whenever you need a new training or a refresher. You let us know the access level and who you need to be trained, and we'll take care of the rest. Want to take your site to the next level? We offer a free Analytics 101 training to anyone on your team, and if you'd like to add further Analytics or marketing trainings, we can quote you on custom reports or a targeted consultation. We also invest in continuing education for all our clients through our Training Center, [blog](#), and [podcast](#).

Full-Service Support with No Surprise Charges

Our commitment to you is to guard your site against attacks and to make sure you and your team can make changes quickly and easily. Hosting your site allows us the access we need to respond quickly — it's so integral to our level of service that we actually include it free in your Support package. (Need to host your own site? We get it, and we want to help, but any time we



spend consulting on server configuration or launching to your environment (at our prevailing hourly rates.)

Save

Our monthly Support package gives you access to advice, trainings, and to the skill sets of our team of experts. Want to add a new section to your site, try a bold new design for an interior page, or add some powerful new functionality? We'll consult for free and give you the option of approving the estimate or not before you're billed. And because we never want to nickel-and-dime you, your package comes with one free hour each month of design and programming time for ongoing site improvements, modifications, and consultation. Error and bug fixes are always free and don't count against your monthly hour — our goal is for you to feel confident in the value Infomedia provides, so we'll never charge you to fix an error or a bug in a site we built.

Web Strategy Investment

If you have any questions about this quote, feel free to reach out to us.

Website Strategy, Design & Development		
	ONE OFF	MONTHLY
	\$87,000.00	\$390.00
Description	Item	Price
City of Northport Website Development	\$87,000.00	\$87,000.00
-Experience Northport Website		
-Northport Shore Website		
-River Run Park Website		



Description	Item	
Monthly Support, Hosting, and Maintenance *Includes one hour of support per month per website **\$195 per month for each website	\$390.00	\$390.00 / month
Billed in eight installments of \$10,875		

Save

Ready to take the next step?

To accept this proposal, click the button below to move forward on a better website.

Accept

What else can I help with?

Get in touch:

e: clay@infomedia.com / p: 205.837.1688 / Schedule a call



 Save





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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: March 3, 2025

SUBJECT: Resolution Authorizing the City Administrator to enter into an agreement with Alabama Power for the installation and maintenance of (4) Flock Safety Cameras

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

Please see the attached resolution authorizing the City Administrator to enter into an agreement with Alabama Power for the installation and maintenance of (4) Flock Safety Cameras.

Recommendation:

Approve the resolution

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

I move the City Council authorizes the City Administrator to enter into a contract with Alabama Power for the installation and maintenance of (4) Flock Safety Cameras.

RESOLUTION NO. 25-_____

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A 60
MONTH CONTRACT WITH ALABAMA POWER FOR INSTALLATION AND
MAINTENANCE OF FOUR FLOCK SAFETY CAMERAS**

WHEREAS, the Northport Police Department would like to purchase (4) four cameras to aid in promoting safety and security of our citizens

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

1. The City Administrator is hereby authorized to enter into a contract with Alabama Power Company for installation and maintenance of (4) four Flock Safety cameras, necessary data subscription/fees, 30-day cloud storage and associated equipment; installation and maintenance of (4) four Flock Safety Solar Panels to power said cameras; installation and maintenance of (4) four breakaway poles
2. The City Administrator is hereby authorized to approve all requisitions associated with this contract.

RESOLVED AND DONE this _____ day of _____, 2025.

CITY COUNCIL OF THE

CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb
City Administrator

Reading: _____
Motion By _____
Second By: _____



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

AGENDA ITEM NO. 9.c.1.

MEETING DATE: March 3, 2025

SUBJECT: Minutes, February 17, 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 February 17, 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 February 17, 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, February 17, 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

There were three presentations. Mayor Hinton presented proclamations to Billy's Sports Bar & Grill for Business of the month and recognized National Parent Leadership Month. He also read a proclamation honoring the service of Chief John William Galloway.

APPROVAL OF AGENDA

Motion by Pro Tem Washington, **Second** by Councilman Aiken to approve the agenda for February 17, 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

There was none.

NEW BUSINESS

First Reading, Offered by Councilwoman Dykes for **Ordinance** Ordering Demolition of an Unsafe Structure located at 1603 7th Street. The Chief Building Official found that the structure located at 1603 7th Street is unsafe and dangerous to the public health. We are recommending the structure be demolished. All necessary procedures have been followed pursuant to Act No. 80-410.

Motion by Councilman Wiggins, **Second** by Councilman Aiken to adopt **Resolution 25-26 Authorizing the City Administrator to execute Change Order No. 1 with Amason & Associates, Inc. for the Northport Public Works Renovations & Addition Project.** The City of Northport awarded the Northport Public Works Renovations & Addition to Amason and Associates, Inc. In order to reconcile contingency and allowance, a change order in the amount of \$12,653.82 is being requested to reflect for minor changes approved in the original scope of work from the initial contract. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 25-27 authorizing the City Administrator to enter into an agreement authorizing the binding of certain insurance coverage and approve all documents related to the agreement. 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 25-28 Awarding the Contract to Dominion Construction Company, Inc. for the Downtown Streetscape Improvements - Phase III, pending ALDOT approval to award.** The City of Northport and TTL, Inc. held a bid opening for the Downtown Streetscape Improvements for Phase III on February 6, 2025. The Engineering department is requesting the City Council to award the contract to the lowest bidder, Dominion Construction Company, Inc, pending ALDOT approval to award, with the bid amount of \$1,402,272.69. The City received a TAP grant through ALDOT in the amount of \$800,000 to be used towards eligible participating project costs. **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 25-29 Authorizing the City Attorney to file a Motion to Intervene and Similar Pleadings.** This resolution allows the City of Northport (along with the City of Tuscaloosa and Tuscaloosa County) to intervene in a pending lawsuit to keep money left in a will to the "Salvation Army of Tuscaloosa" for use by the local Salvation Army to assist local residents rather than being sent to the corporate headquarters of the Salvation Army. **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 25-30 Rejecting Bid for Process Residuals Removal and Disposal at The Water Treatment Plant.** On January 23, 2025, The Cassady Company, Inc., on behalf of the City of Northport, received bids for the

Process Residuals Removal and Disposal at the Water Treatment Plant. We received one bid. The Utilities Department request that the Council reject the original bid from Merrell Brothers, Inc., due to an error in their bid. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 25-31 Awarding Bid for Process Residuals Removal and Disposal at the Water Treatment Plant.** On January 23, 2025, The Utilities Department accepted bids for the Process Residuals Removal and Disposal at the Water Treatment Plant, in which on bid was received. There was an error and the original bid was rejected. The Utilities Department received a corrected Bid Reduction Agreement on January 30, 2025, from Merrell Brothers, Inc., in the amount of \$238,803.00. The department request the Council formally accept and award the bid for this amount. **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 25-32 Authorizing the City Administrator to Execute Amendment No. 3 to the Master Service Agreement with TTL, Inc. for the Sports and Recreation Complex at Northport Shore.** The City Council previously approved the execution of a master service agreement and Amendment No. 2 with TTL, Inc. for the sports and recreation complex at Northport Shore in March of 2024 which have been provided. Amendment No. 3 will include projected construction observation, closeout, construction staking, commissioning and the secondary road access for all packages, and other tasks as directed by the City of Northport. The fee for Amendment No. 3 is \$359,300.00. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Aiken, **Second** by Councilman Wiggins to adopt **Resolution 25-33 Authorizing the City Administrator to enter into a contract with Vertiv Corporation for maintenance of the Public Safety radio communications system batteries at the Martin Spur and Lake Lurleen tower sites.** **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 25-34 Authorizing a Special Permit for the 2025 Progressive Dinner.** This resolution will grant a Special Permit to Historic Tuscaloosa for the 2025 Progressive Dinner. The special permit will allow for the possession, sale, and consumption of alcohol at Shirley Place on May 8, 2025. Historic 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. **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 February 17, 2025, Council Meeting:

1. Minutes, February 3, 2025, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, for continuing annual service and support fees for Medical Priority Consultants, Inc (Priority Dispatch Corp). The agreement with Priority Dispatch Corp was originally approved on January 11th, 2024 in the amount of \$32,920.00. The continuing annual service and support fees (years 2-5) is \$5,600.00. The annual service and support covers 02/01/2025 to 01/31/2026.
4. Purchase Requisition, Dell Marketing, LP, for warranty extensions on three (3) servers. The warranty extension is for one year for a total of \$7,315.20.
5. Purchase Requisition, Carahsoft Technology Corp for Multi-Factor Authentication licenses required to federate the City of Northport's OKTA implementation with the Finance department's software, Tyler Technologies, \$12,997.23.
6. Purchase Requisition, P & M Paving, LLC., in the amount of \$5,950.00, is to repair asphalt at Evergreen Avenue and Birch Way in Huntington Gardens where the Utilities Department repaired a water leak.

-
7. Purchase Requisition, Miscellaneous Metals & Fabrication, LLC., in the amount of \$26,938.00, is for a new 18" water meter and installation at the raw water intake structure.
 8. Purchase Requisition, Heritage Museum Roof Replacement; Legacy Construction & Design, \$22,014.00.
 9. Purchase Requisition, Vertiv Corporation is for the Annual Maintenance Contract on the Police Departments radio towers in the amount of \$5,890.00.
 10. Purchase Requisition, Merrell Brothers, Inc., in the amount of \$238,803.00, is for the Process Residuals Removal and Disposal at The Water Treatment Plant.

REPORTS OF SPECIAL COMMITTEES OF COUNCIL

There were no reports.

PUBLIC HEARINGS

- A. There were **no** Public Hearing items on the agenda for the **Engineering Department**.
- B. There were **no** Public Hearing items on the agenda for the **Legal Department**.
- C. There was **one** Public Hearing item on the agenda for the **Planning & Inspection Department**.
 1. **Second Reading, Ordinance ordering demolition of an unsafe structure located at 4709 Highway 69 North.**
 - i. President Bobo opened the floor for item 11.c.1.
 - ii. There were no speakers.
 - iii. President Bobo closed the floor for item 11.c.1.

Motion by Councilwoman Dykes, **Second** by Councilman Wiggins to adopt **Ordinance 2256 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 requests 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. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

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

CITY ADMINISTRATOR’S BUSINESS

There was none.

DEPARTMENTAL BUSINESS

There was none.

MAYOR AND COUNCIL MEMBER’S BUSINESS

Mayor Hinton – No official business to discuss.

President Bobo, District 1 – Reminded citizens that staff are working on ROW acquisitions for the Main Avenue Project.

Pro Tem Washington, District 2 – Reminded citizens that staff are working on ROW acquisitions for the Martin Luther King Project.

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 – Early registration is open for youth football and cheer. There are meetings scheduled at Flatwoods on February 18th and Matthews on February 20th for more information.

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

There being no further business to come before the Council, the meeting was **adjourned at 5:57 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: March 3, 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 2/13/2025 - 2/26/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Haynes Waldo	INV0025830	02/18/2025	Main Ave. Easement - Waldo T..	400.00
LaShonda Harper	INV0024787	01/27/2025	NPCC Security Deposit Refund...	100.00
LaShonda Harper	INV0024788	01/27/2025	NPCC Rental Fee Refund CHR...	425.00
PM Paving LLC	INV0025189	02/05/2025	BL Overpayment Refund	118.75
Reddy Ice LLC	INV0025418	02/10/2025	BL Overpayment Refund	200.00
The Flower Market Wholesale...	INV0025424	02/10/2025	BL Overpayment Refund	186.50
Civilworx Construction LLC	INV0025425	02/10/2025	BL Overpayment Refund	90.00
Baxter Healthcare Corporation	INV0025426	02/10/2025	BL Overpayment Refund	10.00
Billys on Main LLC	INV0025427	02/10/2025	BL Overpayment Refund	85.00
J & E Tile and Flooring Inc	INV0025197	02/05/2025	BL Overpayment Refund	26.25
Hubert Tunnell	CM0000174	02/10/2025	Water Overpayment Refund	180.00
Hunter Creek Health & Rehab	INV0025421	02/10/2025	BL Overpayment Refund	90.01
Fred Robertson Wrecker Servi...	INV0025423	02/10/2025	BL Overpayment Refund	20.00
Rolf's Inc	INV0025696	02/14/2025	Sales Tax Refund	6,020.93
Karissa Wilkins	INV0025355	02/07/2025	NPCC Security Deposit Refund...	100.00
Norahs Way	INV0025403	02/10/2025	BL Overpayment Refund	125.00
Pate Turf & Irrigation Inc	INV0025419	02/10/2025	BL Overpayment Refund	813.00
Sandco International Inc.	INV0025420	02/10/2025	BL Overpayment Refund	50.00
Toulmin Cabinetry Inc	INV0025441	02/10/2025	BL Overpayment Refund	639.92
Karndean International	INV0025455	02/10/2025	BL Overpayment Refund	177.58
Pet Supermarket Inc	INV0025532	02/11/2025	BL Overpayment Fees	285.97
Boone Newspapers Inc	INV0025533	02/11/2025	Business License/Use Tax Ref...	2,357.51
Boone Newspapers Inc	INV0025533	02/11/2025	Business License/Use Tax Ref...	537.95
A B E Mini Storage	INV0025534	02/11/2025	BL Overpayment Fee	537.25
Tech Systems Inc	INV0025531	02/11/2025	BL Overpayment Fees	19.63
Conklin Metal Industries Inc	INV0025572	02/12/2025	Sales Tax Refund	223.03
B Smith Electric LLC	INV0025599	02/12/2025	BL Overpayment Refund	137.95
Sain Associates Inc	55522	02/14/2025	Safe Streets for All Safety Acti...	14,258.87
Grace Rowles	INV0025576	02/12/2025	NPCC Security Deposit Refund...	100.00
Brandon Roberts	INV0025616	02/12/2025	BL Overpayment Refund	95.00
Spinwill Tuscaloosa LLC	INV0025642	02/12/2025	BL Overpayment Refund	933.90
Mag Solutions LLC	INV0025661	02/13/2025	BL Overpayment Refund	45.00
Traditions Investment Compa...	INV0025695	02/14/2025	BL Overpayment Refund	29.99
Rammer Jammer Properties L...	INV0025697	02/14/2025	BL Overpayment Refund	30.00
Budget Blinds of Tuscaloosa	INV0025701	02/14/2025	Sales tax Refund	262.43
Bluefin Exteriors LLC	INV0025739	02/17/2025	BL Overpayment Refund	44.76
Braxsim LLC	INV0025740	02/17/2025	BL Overpayment Refund	156.35
Spiller Furninture & Mattress	INV0025759	02/17/2025	BL Overpayment Refund	246.00
Cornerstone Homebuilders LLC	INV0025742	02/17/2025	BL Overpayment Refund	283.17
Pritchett-Moore Inc.	INV0025757	02/17/2025	BL Overpayment Refund	129.58
RF Service Company LLC	INV0025758	02/17/2025	BL Overpayment Refund	181.76
Sara Musaed	INV0025767	02/17/2025	NPCC Security Deposit Refund...	100.00
Alisa Knox	INV0025768	02/17/2025	NPCC Security Deposit Refund...	100.00
Beau Creek	INV0025769	02/17/2025	NPCC Security Deposit Refund...	100.00
McKelvey Mechanical Inc.	INV0025770	02/17/2025	BL Overpayment Refund	10.32
Alabama Advanced Electrical ...	INV0025817	02/17/2025	BL Overpayment Refund	500.59
Bell Auto Parts Inc	INV0025824	02/18/2025	BL Overpayment Refund	89.35
Guardian Pest Services	INV0025827	02/18/2025	BL Overpayment Refund	32.30
J L Fain	INV0025875	02/18/2025	BL Overpayment Refund	24.99
Kretek International Inc	INV0025878	02/18/2025	Sales Tax Overpayment Refund	157.50
Creative Visions Landscaping	INV0025918	02/19/2025	BL Overpayment Refund	52.50
Home Place Cultured Marble L...	INV0025925	02/19/2025	BL Overpayment Refund	71.07
Sarah Leigh LLC	INV0025937	02/19/2025	BL Overpayment Refund	231.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Warrior River Lumber Co.	INV0025940	02/19/2025	BL Overpayment Refund	49.56
				32,273.72
Department: 13 - Mayor & City Council				
Verizon	6104318307CL	02/10/2025	Acct 423469999-00001	334.82
West Alabama Mayor's Associ...	INV0025665	02/14/2025	West Alabama Mayors Associa...	300.00
Department 13 - Mayor & City Council Total:				634.82
Department: 15 - Administrative				
Cintas	4210459527	02/14/2025	Payer # 14353428	52.97
John Wayne Plumbing & Drain...	51357	02/17/2025	Maintenance - CH tag office s...	288.40
Verizon	6104318307ADM	02/10/2025	Acct 423469999-00001	249.60
Comcast Cable	INV0025431	02/10/2025	2001 Park St 8396 90 014 032...	257.90
Northport Auto Supply Co. Inc.	100917239	02/11/2025	CH #1292- parts for coolant le...	63.59
Northport Auto Supply Co. Inc.	100917337	02/11/2025	CH #1292- parts for coolant le...	139.48
Northport Auto Supply Co. Inc.	100917525	02/11/2025	CH #1292- parts for coolant le...	100.53
Global HR Research LLC	20252-67724	02/06/2025	New Hire Background Checks	50.74
Comcast Cable	INV0025433	02/10/2025	1425 Main Ave Unit HMOFC 8...	238.90
Regions Bank	INV0025326	02/06/2025	2021 B WARRANTS - February...	48,400.29
Regions Bank	INV0025329	02/06/2025	2016 GF SERIES - February 20...	78,866.67
KPS Group Inc	228006-00-26	02/10/2025	BLANKET PO - KPS Group (Co...	3,611.38
Cintas	4220658817	02/11/2025	Payer 14353428	52.97
Northport Auto Supply Co. Inc.	100919425	02/18/2025	CH #4051- rear brakes & rotors	122.56
Alabama Power Company	INV0025941	02/19/2025	SB23192-17002	5,548.32
Alabama Power Company	INV0025941	02/19/2025	SB23192-17002	2,120.58
Alabama Power Company	INV0025941	02/19/2025	SB23192-17002	2,400.51
Alabama Power Company	INV0025941	02/19/2025	SB23192-17002	373.29
Alabama Power Company	INV0025941	02/19/2025	SB23192-17002	370.90
Amazon Capital Services	1LLF-RKHF-FT1F	02/14/2025	Seedling Giveaway	285.18
Burnum-Hahn Exterminators I...	974464	02/18/2025	Invoice-Bunum Hahn	300.00
Burnum-Hahn Exterminators I...	INV0025734	02/17/2025	Monthly Pest Control - City Hall	79.00
Department 15 - Administrative Total:				143,973.76
Department: 16 - Legal				
Pitney Bowes Inc.	INV0025034	02/03/2025	Postage by Phone	7.87
Legal Files Software Inc.	15889	02/04/2025	2/3/25 CONSENT Legal Files S...	6,010.00
Verizon	6104318307LEGAL	02/10/2025	Acct 423469999-00001	227.77
Law Office of Benjamin Jay St...	21015	02/14/2025	Outsourced Legal - NRDA	200.00
Mary Virginia Buck	INV0025167	02/04/2025	Retainer Services-February 20...	350.00
Northport Gazette The	INV0025747	02/17/2025	adv ord 2254 establish cable f...	80.55
Department 16 - Legal Total:				6,876.19
Department: 17 - Municipal Court				
A T & T Mobility	287288439796X02062025CT	02/10/2025	Account # 287288439796	47.08
The Parsons Firm PC	INV0025331	02/06/2025	January 2025	2,567.10
Law Office of Angela M Morri...	INV0025332	02/06/2025	January 2025	620.31
Michael Eidson Attorney at L...	INV0025334	02/06/2025	January 2025	721.00
Andrew J Clay Law Firm	INV0025337	02/06/2025	January 2025	619.82
District Attorney Restitution R...	INV0025342	02/06/2025	January 2025	546.84
State Judicial Administration F...	INV0025322	02/06/2025	January 2025	3,196.03
Solicitor's Fund	INV0025323	02/06/2025	January 2025	5,830.07
Presiding Circuit Judges' Judici...	INV0025330	02/06/2025	January 2025	799.53
Alabama Comptroller's Office	INV0025335	02/06/2025	January 2025	19,587.18
The Citizenship Trust Fund	INV0025338	02/06/2025	January 2025	384.50
Circuit Clerk's Judicial Adminis...	INV0025339	02/06/2025	January 2025	791.01
Alabama Crime Victims Comp...	INV0025340	02/06/2025	January 2025	820.00
Alabama Peace Officer's Annui...	INV0025341	02/06/2025	January 2025	1,654.00
Alabama Municipal Court Cler...	INV0025436	02/10/2025	2025 Membership Dues	100.00
Alabama Municipal Court Cler...	INV0025687	02/14/2025	Membership Dues	100.00
One Source Office Products LLC	OE-QT-7145-1	02/14/2025	Date Stamp	34.10
Department 17 - Municipal Court Total:				38,418.57
Department: 22 - Information Technology				
Xerox Corporation	6667852	02/18/2025	Contract Charge 12/29/24-1/...	676.24

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Xerox Corporation	6667853a	02/18/2025	Contract Charge	1,288.57
Verizon	6104318307IT	02/10/2025	Acct 423469999-00001	218.83
A T & T Mobility	287288439796X02062025IT	02/10/2025	Account #287288439796	142.48
Xerox Corporation	IN3215383b	02/14/2025	Per Copy Charges 12/28/24-1...	651.34
C Spire Business	0000693209-52	02/10/2025	Acct 0000693209	5,540.00
Spectrum Business	INV0025442	02/10/2025	4900 Mitt Lary Rd 8314 10 234..	179.40
Dell Marketing LP	10798207179	02/07/2025	IT - Warranty Extensions for E...	357.09
Comcast Cable	INV0025741	02/17/2025	3500 McFarland Blvd Side 2 8...	75.94
Dell Marketing LP	10798463865	02/10/2025	IT - 2025 Desktop Replacemen...	1,235.22
Dell Marketing LP	10798692078	02/10/2025	IT - 2025 Desktop Replacemen...	4,940.88
VC3 INC.	VC3-189588	02/11/2025	IT - Monthly Backups	2,240.00
J & J Telephone Inc.	669470	02/17/2025	Acct 23929	402.25
Dell Marketing LP	10800224572	02/18/2025	CONSENT 02/17/25 - Dell War...	7,315.20
Department 22 - Information Technology Total:				25,263.44
Department: 25 - Finance				
Verizon	6104318307FIN	02/10/2025	Acct 423469999-00001	233.79
LeCroy Richardson P.C.	5877	02/10/2025	AGENDA 1/23/25 - FY24 Audit...	21,043.36
Alabama Donuts LLC	INV0025382	02/07/2025	Economic Incentive Replacem...	12.00
Rivertree Systems Inc.	Nport251	02/11/2025	Northport Audit on Andersen...	1,012.50
Department 25 - Finance Total:				22,301.65
Department: 26 - Human Resources				
U.S. Postal Service	INV0025032	02/03/2025	Postage by Phone	50.65
Verizon	INV0025439	02/10/2025	IPhone 14	279.99
Verizon	6104318307HR	02/10/2025	Acct 423469999-00001	129.50
Cobbs Allen & Hall Inc.	82288	02/06/2025	Monthly Fee February 2025	1,250.00
Department 26 - Human Resources Total:				1,710.14
Department: 28 - Planning & Inspections				
U.S. Postal Service	INV0025035	02/03/2025	Postage by phone	4.83
Verizon	6104318307PZ	02/10/2025	Acct 423469999-00001	487.75
A T & T Mobility	287288439796X02062025pz	02/10/2025	Account 287288439796	46.68
Northport Gazette The	INV0025450	02/10/2025	Agenda Ad - ZBA 2/20/25	101.25
Amazon Capital Services	1VKF-6VPV-3FJ7	02/07/2025	Amazon Supplies - Ink & Back ...	31.05
Amazon Capital Services	1TGM-W3TM-VHMK	02/10/2025	CREDIT REQ 251241	-10.88
Northport Gazette The	INV0025749	02/17/2025	Legal Ad for Station Cir Rezoni...	350.10
Northport Gazette The	INV0025751	02/17/2025	Legal Ad for Terrace at Northc...	1,302.30
Department 28 - Planning & Inspections Total:				2,313.08
Department: 32 - Engineering				
Haynes Waldo	INV0025830	02/18/2025	Main Ave. Easement - Waldo T..	100.00
U.S. Postal Service	INV0025037	02/03/2025	Postage by Phone	1.53
Verizon	6104318307ENG	02/10/2025	Acct 423469999-00001	631.07
Tuscaloosa Blueprinting & Rep...	INV-10208	02/18/2025	Stress Baseballs - Promotional	541.50
Amazon Capital Services	16LD-61VD-DJK6	02/07/2025	Power Surge Protector - Sava...	23.99
Logo Station	1900	02/17/2025	Uniform monogram - J.Taylor	32.00
Northport Gazette The	INV0025745	02/17/2025	adv ord 2255 amend zone ord ...	79.20
Alabama Power Company	INV0025942	02/19/2025	SB23192-17002	465.67
Alabama Power Company	INV0025942	02/19/2025	SB23192-17002	32,167.41
Amazon Capital Services	1P1Y-LWN9-K64L	02/18/2025	Coat Rack and Office Supplies	28.08
Department 32 - Engineering Total:				34,070.45
Department: 33 - Police				
VC3 INC.	123971	02/12/2025	Desktop Backup Software 9/2...	150.00
U.S. Postal Service	INV0025771	12/31/2024	Postage by Phone	26.60
Lowe's Home Centers Inc.	76237	02/12/2025	Maintenance - supplies to rep...	15.12
Sequel Electrical Supply	S4050171.001b	02/19/2025	COUNCIL APPROVED (1/6/25) ...	3,555.07
NAPA Auto Parts	045867	02/14/2025	fuel system treatment for PD ...	386.20
Northport Auto Supply Co. Inc.	100913449	02/19/2025	2013 DODGE CHARGER V8-345..	67.29
Galls LLC	030176757	02/19/2025	Galls - blauer shirts	394.95
Tuscaloosa Chevrolet	CTCS500896	02/14/2025	PD #463- ignition diagnostic	219.83
Northport Auto Supply Co. Inc.	100915414	02/10/2025	Shop for PD - oil filters as nee...	70.60
Verizon	6104318307PD	02/10/2025	Acct 423469999-00001	200.05

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Sign Pro of Tuscaloosa LLC	2129	02/12/2025	Graphics for New Unit 432	1,191.73
Fred Robertson Wrecker Servi...	B53077-1	02/12/2025	PD #444 - tow fee for service ...	125.00
A T & T Mobility	287288439796X02062025PD	02/10/2025	Account #287288439796	3,193.04
Gulf States Distributors Inc.	1482472-IN	02/14/2025	Case	459.00
A T & T Mobility	713549306	02/10/2025	AGENDA 1.21.25 - Cradlepoint...	5,794.20
Global HR Research LLC	20252-67724	02/06/2025	New Hire Background Checks	265.71
Lowe's Home Centers Inc.	91904	02/19/2025	PD Lighting Upgrade- tapcons,...	37.49
Glass Doctor	2-124698	02/11/2025	PD #419 - replace windshield	365.00
Jackson Security Services	136563333	02/19/2025	First Floor Keys	17.50
Amazon Capital Services	167W-FLDM-3119	02/07/2025	Copy Paper and Thermal Paper..	358.50
Amazon Capital Services	167W-FLDM-3119	02/07/2025	Copy Paper and Thermal Paper..	472.89
Municipal & Commercial Unif...	420541	02/10/2025	Uniforms - Anderson and Delo...	130.00
Municipal & Commercial Unif...	420542	02/19/2025	AGENDA 11.28.23 - PD Unifor...	170.00
Tuscaloosa County License C...	INV0025268	02/06/2025	PD Vehicles- Titles & Registrat...	72.00
Sequel Electrical Supply	S4068878.002	02/11/2025	PD Compound - Exterior Light...	470.02
Herc Rentals Inc	35266638-001	02/14/2025	PD Exterior Light Upgrade- Lift...	1,399.68
VC3 INC.	VC3-189589	02/12/2025	Desktop Backup Software 2/10..	150.00
Alabama Power Company	INV0025944	02/19/2025	SB23192-17002	1,083.36
Alabama Power Company	INV0025944	02/19/2025	SB23192-17002	7,276.91
Alabama Power Company	INV0025944	02/19/2025	SB23192-17002	1,260.39
Northport Auto Supply Co. Inc.	100921732	02/19/2025	WATER PUMP	-67.29
Burnum-Hahn Exterminators I...	INV0025733	02/17/2025	Monthly Pest Control - PD	179.00
Triple Point Industries	69148	02/14/2025	PD Compound - water treatm...	102.60
Gulf States Distributors Inc.	1483662-IN	02/18/2025	Vest - Morgan and Henry	1,995.90
Department 33 - Police Total:				31,588.34

Department: 35 - Fire

Sunbelt Fire Inc.	00021195	02/14/2025	FD Truck #22 - air fitting & val...	82.76
Tuskaloosa Lawn Equipment L...	269024	02/10/2025	FD Engine 6 fan - carb & air fil...	104.70
NAFECO	1322191	02/18/2025	Thermal Imaging Camera	798.00
Northport Auto Supply Co. Inc.	100916649	02/10/2025	FD #5425 - rear strut assembly	177.02
A T & T Mobility	287288439796X02062025FD	02/10/2025	Account #287288439796	87.91
Atlas Welding Supply Co. Inc.	643476	02/10/2025	*BLANKET* Refill oxygen, misc...	81.84
WestMed Disposal Inc.	m14370	02/06/2025	Disposal of regulated medical...	150.00
Global HR Research LLC	20252-67724	02/06/2025	New Hire Background Checks	39.13
NAFECO	1325668	02/10/2025	Tactical duty boots - K. Maddox	97.00
Lowe's Home Centers Inc.	94158	02/13/2025	Dishwasher - St. 4	379.05
DCH Regional Medical Center	INV0025825	02/18/2025	Drug box refill	200.00
DCH Regional Medical Center	INV0025825	02/18/2025	Drug box refill	147.78
Lowe's Home Centers Inc.	18440	02/07/2025	Dishwasher - St. 3	512.05
NAFECO	1326713	02/10/2025	Dress Pants - James Reed	56.55
Global Fire Sprinklers LLC	25071	02/12/2025	BLANKET- Insp, Recharge, Val...	94.00
Wittichen Supply Co. Inc.	S104934827.001	02/12/2025	FD Station #3 - AC installation	162.10
NAFECO	1327374	02/17/2025	Tactical boots - C. Waldrop	97.00
Amazon Capital Services	1KV7-7MYP-YV63	02/10/2025	Area Rug - St. 4	226.72
Southern Tire Mart LLC	2090086368	02/11/2025	FD #5513- Tires	686.80
Amazon Capital Services	1RFV-CQDY-GXVN	02/11/2025	Drum for Captains Office Print...	91.99
Global Fire Sprinklers LLC	25075	02/14/2025	BLANKET- Insp, Recharge, Val...	65.50
Ander's Hardware Co. Inc.	N1265166	02/12/2025	FD Station #3- parts for furnac...	7.36
Galls LLC	030448066	02/14/2025	Duty Pants - H. Stout	102.99
Northwest Supply Co. Inc.	989871	02/18/2025	FD #4- parts for garbage dispo...	4.54
Burnum-Hahn Exterminators I...	INV0025707	02/14/2025	Monthly Pest Control	207.00
Galls LLC	030460595	02/17/2025	Duty Pants - T. Brown	102.99
Amazon Capital Services	14GP-R7YH-N7W7	02/14/2025	Printer Paper	277.95
Burnum-Hahn Exterminators I...	INV0025731	02/17/2025	Monthly Pest Control - FD	79.00
Mobile Communications Amer...	651002902-1	02/18/2025	Handheld Radio Repair	792.00
Department 35 - Fire Total:				5,911.73

Department: 37 - Public Works

TRUCKWORX HOLDING CO INC	1130182501	02/06/2025	PW #6376 - turbos	3,036.91
TRUCKWORX HOLDING CO INC	1140111097.02	02/12/2025	PW #1053- diagnostic of after ...	425.60
Stivers Ford	47777	02/14/2025	507G SEAL V - 1007B	102.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Stivers Ford	47786	02/12/2025	PW #4269 - oil slinger	8.49
U.S. Postal Service	INV0025772	12/31/2024	Postage by Phone	4.14
Tuskaloosa Lawn Equipment L...	268682	02/10/2025	Specialty wear parts - as need...	7.34
Tuskaloosa Lawn Equipment L...	268714	02/10/2025	PW #862B (blower) - carburet...	159.71
NAPA Auto Parts	045599	02/14/2025	PW Shop - De-Icer	17.34
NAPA Auto Parts	045599	02/14/2025	PW Shop - De-Icer	17.34
NAPA Auto Parts	045599	02/14/2025	PW Shop - De-Icer	17.34
NAPA Auto Parts	045599	02/14/2025	PW Shop - De-Icer	17.34
Patrick Allen Companies LLC	14219	02/12/2025	PW Shop - routine service for ...	2,475.00
Northport Auto Supply Co. Inc.	100912508	02/10/2025	PW #6819 - blower motor par...	177.87
Northport Auto Supply Co. Inc.	100912650	02/12/2025	PW #6379 - oil filter	33.73
Tuskaloosa Lawn Equipment L...	268944	02/10/2025	PW #879 (blower) - carburetor	82.27
NAPA Auto Parts	045866	02/14/2025	fuel system treatment for PW ...	84.36
NAPA Auto Parts	045866	02/14/2025	fuel system treatment for PW ...	84.36
NAPA Auto Parts	045866	02/14/2025	fuel system treatment for PW ...	84.36
NAPA Auto Parts	045866	02/14/2025	fuel system treatment for PW ...	219.45
NAPA Auto Parts	045866	02/14/2025	fuel system treatment for PW ...	84.36
Northport Auto Supply Co. Inc.	100913077	02/12/2025	PW #301 - electrical trailer so...	13.68
Northport Auto Supply Co. Inc.	100913092	02/12/2025	PW #301 - electrical trailer so...	13.04
Northport Auto Supply Co. Inc.	100913093	02/12/2025	ELECTRICAL PIN SOCKET	-13.68
One Source Office Products LLC	IN-27560	01/24/2025	Personal Safety Supplies - rub...	241.41
Alabama Power Company	INV0024711	01/24/2025	SB23192-17002	3,046.96
Alabama Power Company	INV0024721	01/24/2025	SB23192-17002	4,373.09
Alabama Power Company	INV0024724	01/24/2025	SB23192-17002	131.45
ST Bunn Construction Co. Inc.	15461Q	02/10/2025	Construction - as needed asph...	438.47
Fred Robertson Wrecker Servi...	B52864-1	02/10/2025	Local towing for PW vehicles a...	225.00
Kimball Midwest	102971020	02/19/2025	PW Shop supplies - various pa...	1,030.45
Kimball Midwest	102971020	02/19/2025	PW Shop supplies - various pa...	270.50
ST Bunn Construction Co. Inc.	15465	02/10/2025	Construction - as needed asph...	449.88
Ander's Hardware Co. Inc.	N1262795	02/07/2025	Maintenance Supplies - keys &..	53.78
Northport Auto Supply Co. Inc.	100914483	02/10/2025	Hydraulic repairs - as needed ...	24.97
Northport Auto Supply Co. Inc.	100914486	02/10/2025	Hydraulic parts - as needed for..	56.50
Northport Auto Supply Co. Inc.	100915413	02/10/2025	Preventive Maint - as needed ...	35.30
Southern Tire Mart LLC	2090086494	02/06/2025	Tires - restock for PW light dut...	1,072.19
T-Mobile US Inc.	INV0025186	02/05/2025	Acct 976900299	1,208.74
TRUCKWORX HOLDING CO INC	0140232866	02/11/2025	COUNCIL APPROVED (1/21/25)..	2,742.40
Tuskaloosa Lawn Equipment L...	269458	02/10/2025	PW #694 (polesaw) - driveshaft	58.14
Verizon	6104318307PW	02/10/2025	Acct 423469999-00001	1,080.71
Lowe's Home Centers Inc.	990384	02/10/2025	Shop Tools - extension cords &..	75.98
Lowe's Home Centers Inc.	994518	02/10/2025	Civitan Park - bagged soil & st...	-29.61
Lowe's Home Centers Inc.	994898	02/10/2025	Shop Tools - extension cords &..	341.90
Tuskaloosa Lawn Equipment L...	269524	02/10/2025	Specialty wear parts - as need...	157.18
Ingram Equipment Company L...	P09883	02/12/2025	PW #6378 - bushing for packer..	362.56
Amazon Capital Services	19YX-K69F-Y3W9	01/27/2025	PW Employee Uniforms - been..	636.43
Sign Pro of Tuscaloosa LLC	2132	02/14/2025	PW- Window Graphics for Ent...	98.41
NFPI Training	12825H03a	02/10/2025	Training: Electrical Hydraulic ...	1,295.00
NFPI Training	12825H03b	02/10/2025	Hyrdraulics Training Course (M...	1,895.00
Amazon Capital Services	14TC-MNVX-FGXP	01/28/2025	PW Employee Uniforms - been..	48.30
ST Bunn Construction Co. Inc.	15498	02/10/2025	Construction - as needed asph...	436.84
Ervin's Workwear & Boots	INV-6873	01/30/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Ervin's Workwear & Boots	INV-6875	01/30/2025	COUNCIL APPROVED (1/6/25) -..	143.96
ST Bunn Construction Co. Inc.	15502	02/10/2025	Construction - as needed asph...	420.54
Amazon Capital Services	1X6M-VNHD-3FWM	01/29/2025	Shop Supplies - magnetic whit...	317.35
One Source Office Products LLC	CP-IN-27560-1	02/06/2025	BLACK BOOT WITH BLACK PVC...	-241.41
Southland International Trucks..	03C1354687	02/19/2025	PW #9487 - running lights	117.69
TRUCKWORX HOLDING CO INC	1130187811	02/11/2025	PW #6379 - idler pulley repair	293.87
Ervin's Workwear & Boots	INV-6901	02/05/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Coblentz Equipment & Parts C...	102021	02/05/2025	PW #5062 - transmission & hy...	239.39
Amazon Capital Services	14WM-9MHX-GN67	02/03/2025	PW uniforms - polos, t-shirts, ...	276.22
Caldwell Architects of Alabam...	50079	02/19/2025	Public Works Addition Furnish...	1,425.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Atlas Welding Supply Co. Inc.	643477	02/17/2025	Maintenance - nitrogen cylind...	16.03
One Source Office Products LLC	OE-QT-7127-1	02/05/2025	Janitorial Supplies - as needed ..	220.08
One Source Office Products LLC	OE-QT-7128-1	02/05/2025	Janitorial Supplies - as needed ..	245.70
One Source Office Products LLC	OE-QT-7129-1	02/05/2025	Janitorial Supplies - as needed ..	34.15
Black Warrior Solid Waste	20250201-0242-10050	02/10/2025	Acct 34	33,247.04
Global HR Research LLC	20252-67724	02/06/2025	New Hire Background Checks	427.48
Amazon Capital Services	TQ6Q-Q41Y-PF9Q	02/03/2025	Shop - hand tools for repairs &..	49.55
Amazon Capital Services	TQ6Q-Q41Y-PF9Q	02/03/2025	Shop - hand tools for repairs &..	1,669.29
Northport Auto Supply Co. Inc.	100910775	02/11/2025	PW #5783 - strobe lights	571.12
Northport Auto Supply Co. Inc.	100918302	02/11/2025	PW Pressure Washer - batteri...	186.76
Amazon Capital Services	14GK-RH7Q-4V4K	02/17/2025	Beautification Supplies - ratch...	613.02
Southern Pipe & Supply	407814-00	02/04/2025	Construction supplies - hay m...	307.76
Alabama Power Company	INV0025430	02/10/2025	1880 McFarland Blvd Traffic/C...	183.62
Refuse Supply	K7904	02/11/2025	PW #4188 - valve body spool ...	680.32
Northport Auto Supply Co. Inc.	100913186	02/11/2025	PW #807 & #682 - carb & clut...	188.77
TRUCKWORX HOLDING CO INC	1130188585	02/11/2025	PW #4484 - thermostat	54.22
Amazon Capital Services	1LXV-Q1R4-CTCW	02/04/2025	Traffic Signals - air filters for b...	360.80
Amazon Capital Services	1XLH-TH4X-FNWF	02/05/2025	Inventory Supplies - clothes ra...	218.56
McFarland Ace Hardware	5263/2	02/11/2025	PW Construction - propane for..	19.90
Ready Mix USA LLC	9451353465	02/06/2025	Construction - as needed conc...	333.95
Benton Sod Farm	INV0025379	02/07/2025	Beautification Supplies - as ne...	175.00
Alabama Power Company	INV0025432	02/10/2025	1622 McFarland Blvd Traffic/C...	137.19
One Source Office Products LLC	OE-QT-7125-1	02/05/2025	Janitorial Supplies - as needed ..	450.32
One Source Office Products LLC	OE-QT-7126-1	02/05/2025	Janitorial Supplies - as needed ..	602.12
Northport Auto Supply Co. Inc.	100919045	02/11/2025	PW #6379 - power steering ho...	24.84
Amazon Capital Services	136J-9C4Y-4436	02/05/2025	PW uniforms- t-shirts, sweatshi...	146.40
Fred Robertson Wrecker Servi...	B53286-1	02/11/2025	Local towing for PW vehicles a...	125.00
Northport Auto Supply Co. Inc.	100919321	02/11/2025	Lighting parts - as needed for ...	47.72
TRUCKWORX HOLDING CO INC	1130188794	02/12/2025	PW #0291 - battery	120.98
Tuscaloosa Farmers Cooperati...	1581204	02/07/2025	Construction stock - mix grass ...	120.00
Amazon Capital Services	17FY-P6LK-6QRM	02/07/2025	PW uniforms - polos, t-shirts, ...	77.87
Amazon Capital Services	1Y7F-RTCP-319G	02/07/2025	PW uniforms - boots (Brooke S...	273.95
Tuskaloosa Lawn Equipment L...	270021	02/10/2025	Supplies - oils & weed eater str...	150.29
Tuskaloosa Lawn Equipment L...	270021	02/10/2025	Supplies - oils & weed eater str...	60.11
Tuskaloosa Lawn Equipment L...	270021	02/10/2025	Supplies - oils & weed eater str...	390.74
Southern Pipe & Supply	321493-00	02/07/2025	Construction supplies - dual w...	2,312.00
Central Paper Company Inc.	376082	02/10/2025	PW supplies - trash liners (sto...	82.12
Central Paper Company Inc.	376082	02/10/2025	PW supplies - trash liners (sto...	35.19
Central Paper Company Inc.	376082	02/10/2025	PW supplies - trash liners (sto...	175.98
Central Paper Company Inc.	376082	02/10/2025	PW supplies - trash liners (sto...	879.91
Ready Mix USA LLC	9451363645	02/10/2025	Construction - as needed conc...	505.95
Lowe's Home Centers Inc.	98282	02/07/2025	Special Events - as needed su...	259.11
Ervin's Workwear & Boots	INV-6971	02/11/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Cayson Sawyer	INV0025685	02/14/2025	Claim No 25-08	2,062.89
Amazon Capital Services	1RFV-CQDY-9Q3T	02/11/2025	PW uniforms - t-shirts, sweats...	91.96
Lowe's Home Centers Inc.	78532	02/11/2025	Special Events - as needed su...	52.14
JLS Sales Inc.	800425	02/11/2025	Construction Supplies - turnbu...	166.38
TRUCKWORX HOLDING CO INC	1130188678	02/17/2025	PW #6115 & PW #2855 - repai...	181.03
TRUCKWORX HOLDING CO INC	1130188678	02/17/2025	PW #6115 & PW #2855 - repai...	92.78
Glass Doctor	2-124766	02/18/2025	PW #2704 - front windshield i...	735.00
Cintas	4220664670	02/11/2025	Payer # 14385499	26.83
Lowe's Home Centers Inc.	80583	02/12/2025	Maintenance Tools - tubing cu...	28.48
JLS Sales Inc.	CM5684	02/11/2025	Box 12 5 Snap-Tie	-130.00
One Source Office Products LLC	IN-QT-7025	02/14/2025	COUNCIL APPROVED (1/6/25) -..	7,641.62
Amazon Capital Services	1P4R-FFFN-4MFQ	02/13/2025	PW Personal Safety Supplies - ...	12.49
Amazon Capital Services	1P4R-FFFN-4MFQ	02/13/2025	PW Personal Safety Supplies - ...	16.65
Amazon Capital Services	1P4R-FFFN-4MFQ	02/13/2025	PW Personal Safety Supplies - ...	62.42
Amazon Capital Services	1P4R-FFFN-4MFQ	02/13/2025	PW Personal Safety Supplies - ...	70.76
Amazon Capital Services	1P4R-FFFN-4MFQ	02/13/2025	PW Personal Safety Supplies - ...	12.49
Amazon Capital Services	1P4R-FFFN-4MFQ	02/13/2025	PW Personal Safety Supplies - ...	83.24

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Payment Dates: 2/13/2025 - 2/26/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Amazon Capital Services	1P4R-FFFN-4MFQ	02/13/2025	PW Personal Safety Supplies - ...	12.49
Amazon Capital Services	1P4R-FFFN-4MFQ	02/13/2025	PW Personal Safety Supplies - ...	70.76
Amazon Capital Services	1P4R-FFFN-4MFQ	02/13/2025	PW Personal Safety Supplies - ...	8.32
Amazon Capital Services	1P4R-FFFN-4MFQ	02/13/2025	PW Personal Safety Supplies - ...	66.59
NFPI Training	21025E25	02/14/2025	Training - Troubleshooting Ele...	625.00
Lowe's Home Centers Inc.	82711	02/12/2025	Special Events - as needed su...	24.62
Lowe's Home Centers Inc.	83513	02/17/2025	Special Events - as needed su...	46.68
LaKeith Rancher	INV0025672	02/14/2025	Reimbursement - class A CDL ...	66.25
Burnum-Hahn Exterminators I...	INV0025708	02/14/2025	Monthly Pest Control	79.00
TRUCKWORX HOLDING CO INC	1130189424	02/14/2025	Shop Supplies - oil dry (stock)	187.50
Amazon Capital Services	147V-CQJN-9DJG	02/13/2025	PW uniforms - polo shirts (Bro...	71.97
Atlas Welding Supply Co. Inc.	645116	02/17/2025	Maintenance - nitrogen cylind...	-15.10
Atlas Welding Supply Co. Inc.	645117	02/17/2025	Maintenance - nitrogen cylind...	-16.03
Atlas Welding Supply Co. Inc.	645118	02/17/2025	Maintenance - nitrogen cylind...	266.00
Lowe's Home Centers Inc.	85847	02/17/2025	Special Events - as needed su...	502.33
Ready Mix USA LLC	9451397248	02/17/2025	Construction - as needed conc...	246.45
Candace Rinehart	INV0025935	02/19/2025	Claim 25-13	493.80
Amazon Capital Services	14GP-R7YH-KJV9	02/14/2025	Tin Haul Boots Mens Take No ...	-273.95
Amazon Capital Services	1C91-PGTM-V1TC	02/17/2025	Beautification Supplies - ratch...	-135.80
TRUCKWORX HOLDING CO INC	1130189377	02/18/2025	PW #9487 - interior door hand...	94.10
Amazon Capital Services	17J6-TCNX-D4RK	02/18/2025	Viodia Women's Golf Shirt Sho...	-25.99
Amazon Capital Services	1DQC-VJHT-CLVJ	02/18/2025	Little Beauty Women's Zipper...	-19.99
Northport Electrical Supply Inc.	V1057047	02/18/2025	Street Lights - retro LED bulbs ...	884.62
Northport Auto Supply Co. Inc.	100922289	02/19/2025	Shop tools - master line disco...	67.90
Lowe's Home Centers Inc.	96933	02/19/2025	Special Events - as needed su...	759.80
Amazon Capital Services	1YPF-J6PJ-VG1G	02/19/2025	Beautification Supplies - ratch...	-135.80
Ervin's Workwear & Boots	INV-7079	02/19/2025	COUNCIL APPROVED (1/6/25) -...	169.99
Department 37 - Public Works Total:				94,544.35

Department: 39 - Utilities

Idexx Distribution Inc	3158385109	08/29/2024	PO 24-0903	-53.04
Cassady Company Inc The	Proj 24-112 Inv 3	02/07/2025	WTP Engineering Services	4,521.21
Living Water Services	17407	02/10/2025	AGENDA (10/7/24) Blanket - T...	1,339.04
Morrow Water Technologies I...	3037323	02/07/2025	Council Approved - RAS Pump ...	17,797.00
City of Tuscaloosa Water & S...	11029659	01/08/2025	RAW WATER/NORTHPORT	-3,483.31
Northport Electrical Supply Inc.	V1054348	02/10/2025	Replacement Heaters for Filter..	1,830.83
Cintas	4216679932	02/14/2025	Payer # 14385521	173.87
Cintas	4216981833	02/14/2025	Payer # 14385564	86.95
Cintas	4216982071	02/14/2025	Payer # 14385434	373.83
Northport Auto Supply Co. Inc.	100909377	02/10/2025	WTP Truck #0582 Repair Parts	1,369.14
Northport Auto Supply Co. Inc.	100912767	02/12/2025	Water Truck #6750 Starter	185.72
Cintas	4217290242	02/14/2025	Payer # 14385521	173.87
Northport Auto Supply Co. Inc.	100912085	02/10/2025	WWTP Golf Cart Fuel and Air F...	16.45
Cintas	4217711506	02/14/2025	Payer # 14385564	86.95
Cintas	4217711659	02/14/2025	Payer # 14385434	368.26
City of Tuscaloosa Water & S...	11080286	02/10/2025	RAW WATER/NORTHPORT	103,693.38
Tuskaloosa Lawn Equipment L...	269342	02/10/2025	New Trimmer & Repair Old Tr...	83.03
Verizon	6104318307UT	02/10/2025	Acct 423469999-00001	1,225.03
Fred Robertson Wrecker Servi...	B53026-1	02/10/2025	Truck #7892 Tow Fee	155.00
Parkson Corporation	AR1/51042333	02/04/2025	Header for Basin #2 at WWTP	3,863.00
Northport Auto Supply Co. Inc.	100916687	02/05/2025	Durango #9738 Trans Filter	368.03
Cintas	4219220456	02/14/2025	Payer # 14385564	86.95
Cintas	4219220591	02/14/2025	Payer # 14385434	368.26
Northport Auto Supply Co. Inc.	100917168	02/05/2025	Durango #9738 Trans Filter	39.70
Northport Auto Supply Co. Inc.	100917327	02/05/2025	Durango #9738 Trans Filter	39.70
Idexx Distribution Inc	3168425783	02/10/2025	E-Coli Testing Supplies for W...	1,645.92
Xerox Corporation	IN3215383	02/14/2025	Per Copy Charges 12/29/24-1...	10.04
Xerox Corporation	IN3215383	02/14/2025	Per Copy Charges 12/29/24-1...	81.30
Xerox Corporation	IN3215383	02/14/2025	Per Copy Charges 12/29/24-1...	3.25
Northport Electrical Supply Inc.	V1056004	02/14/2025	Wall Mounts for New Heaters ...	266.80
Alabama 811	0125513A	02/11/2025	Blanket - Monthly Locate Fees	782.72

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Alabama 811	0125513B	02/11/2025	Blanket - Monthly Locate Fees	17.65
Northport Auto Supply Co. Inc.	100918107	02/05/2025	Durango #9738 Trans Filter	-39.70
Living Water Services	17744	02/10/2025	AGENDA (10/7/24) Blanket - T...	1,294.12
Parkson Corporation	AR1-51042426	02/12/2025	Seal Repair for Basin #2 at W...	2,888.00
Global HR Research LLC	20252-67724	02/06/2025	New Hire Background Checks	454.65
Spectrum Business	229584701020125	02/10/2025	Acct 229584701	80.79
TRUCKWORX HOLDING CO INC	1130188504	02/10/2025	WWTP Truck #0136 Battery	120.98
TRUCKWORX HOLDING CO INC	1130188505.C	02/10/2025	WWTP Truck #0136 Battery	20.52
Zeta Solutions LLC	2391	02/05/2025	Council Approved - Polymer fo...	2,260.50
LeCroy Richardson P.C.	5877	02/10/2025	AGENDA 1/23/25 - FY24 Audit...	5,260.84
The Eshelman Company Inc.	8240	02/07/2025	Council Approved - Pump for ...	7,092.00
Northport Electrical Supply Inc.	V1056188	02/10/2025	Fuses for #3 Scum Pit at WWTP	112.02
Davis Materials Inc	10027	02/07/2025	825B Crusher Run	2,458.54
TRUCKWORX HOLDING CO INC	1130188576	02/10/2025	WWTP Truck #0136 Battery	120.98
TRUCKWORX HOLDING CO INC	1130188592	02/10/2025	WWTP Truck #0136 Battery	111.62
Consolidated Pipe & Supply C...	AL0942920	02/07/2025	3/4" Coupling	410.60
Brenntag MidSouth Inc.	BMS854829	02/05/2025	Council Approved - Liquid Chlo..	4,588.00
Northport Electrical Supply Inc.	V1056316	02/14/2025	Replacement Exterior Wall Lig...	228.53
Northport Auto Supply Co. Inc.	100918064	02/11/2025	Dump Truck #6328 Air Leak R...	57.00
TRUCKWORX HOLDING CO INC	1130188768	02/10/2025	WWTP Truck #0136 Battery	-120.98
TRUCKWORX HOLDING CO INC	1130188769.C	02/10/2025	WWTP Truck #0136 Battery	-20.52
TRUCKWORX HOLDING CO INC	1130188770	02/10/2025	WWTP Truck #0136 Battery	-120.98
Empire Pipe and Supply Comp...	2184485	02/07/2025	Council Approved - 5/8" Water..	10,584.00
Winfield Tool & Equipment Re...	512110-0001	02/07/2025	Blanket - Equipment Rental	366.09
Alabama Dept of Environment...	INV0025377	02/07/2025	Wastewater Grade IV Certifica...	125.00
Walmart	09151	02/10/2025	Blanket - Distilled Water for ...	42.47
Cintas	4220240934	02/07/2025	Payer # 14385521	173.87
Lowe's Home Centers Inc.	98074	02/07/2025	Blanket - Misc. Supplies for W...	41.82
Regions Bank	INV0025325	02/06/2025	2021 A WARRANTS - February...	146,320.67
Regions Bank	INV0025327	02/06/2025	2016 WS SERIES - February 20...	24,187.50
Regions Bank	INV0025328	02/06/2025	2021 A WARRANTS - February...	16,446.00
Ander's Hardware Co. Inc.	N1264754	02/07/2025	Blanket - Misc. Supplies & Too...	23.98
Northport Auto Supply Co. Inc.	100919651	02/11/2025	WW Truck #7156 Heater Core...	138.40
Southern Pipe & Supply	412418-00	02/10/2025	Rain or Shine	16.65
Southern Pipe & Supply	412418-00	02/10/2025	Rain or Shine	16.65
Alabama Dept of Environment...	INV0025375	02/07/2025	Grade IV WW Certification Ex...	325.00
One Source Office Products LLC	IN-QT-7110	02/14/2025	Notary Commision Expiration S...	25.00
One Source Office Products LLC	IN-QT-7110	02/14/2025	Notary Embosser	54.72
Ander's Hardware Co. Inc.	N1265065	02/10/2025	Blanket - Misc. Supplies for W...	24.89
Winfield Tool & Equipment Re...	514704-0001	02/12/2025	Blanket - Equipment Rental for..	352.21
Alabama's Water Environment..	INV0025529	02/11/2025	2025 AL/MS Water Joint Annu...	1,150.00
Alabama's Water Environment..	INV0025529	02/11/2025	2025 AL/MS Water Joint Annu...	1,425.00
Tuscaloosa Tire & Service Cen...	N291721	02/12/2025	WTP Truck #1834 Tires	850.91
Burnum-Hahn Exterminators I...	INV0025709	02/14/2025	Monthly Pest Control	79.00
Ander's Hardware Co. Inc.	N1265326	02/13/2025	Blanket - Misc. Supplies for W...	22.98
Tuscaloosa Tire & Service Cen...	N291753	02/14/2025	Meter Truck #5415 Tires	582.63
Ferguson Enterprises LLC	1571817	02/19/2025	Purple Primer	12.87
Ferguson Enterprises LLC	1571817	02/19/2025	Purple Primer	12.87
Ferguson Enterprises LLC	1573261	02/19/2025	Rags	51.50
Ferguson Enterprises LLC	1573261	02/19/2025	Rags	51.50
Department: 43 - Incentives			Department 39 - Utilities Total:	368,278.22
Alabama Donuts LLC	INV0025382	02/07/2025	Economic Incentive Replacem...	1,584.09
Alabama Donuts LLC	INV0025428	02/10/2025	Economic Incentive Payment	1,585.46
Department: 45 - 2019 Additional Sales Tax			Department 43 - Incentives Total:	3,169.55
Knight Sign	65589	02/17/2025	Heritage Museum Signage	2,984.00
Navy Oaks Services LLC	1037	02/11/2025	Weed Abatement - 1005 Princ...	720.00
Regions Bank	INV0025324	02/06/2025	2023 GF SERIES - February 20...	231,450.63
Northport Elementary	INV0025412	02/10/2025	Educational Grant 2024-2025	25,000.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Navy Oaks Services LLC	1039	02/18/2025	Weed Abatement - 4929 Eme...	1,600.00
Navy Oaks Services LLC	1040	02/14/2025	Weed Abatement - 19th Street	240.00
Navy Oaks Services LLC	1041	02/18/2025	Weed Abatement - 1405 Unio...	720.00
Navy Oaks Services LLC	1042	02/14/2025	Weed Abatement - 1105 15th ...	960.00
TTL Inc.	2146960	02/14/2025	Downtown Streetscape Phase ...	9,100.10
Sain Associates Inc	55522	02/14/2025	Safe Streets for All Safety Acti...	3,573.64
Northport Intermediate School	INV0025691	02/14/2025	Educational Grants 2024-2025	35,000.00
Huntington Place Elementary ...	INV0025700	02/14/2025	Educational Grant 2024-2025	25,000.00
Flatwoods Elementary School	INV0025706	02/14/2025	Education Grants 2024-2025	25,000.00
Faucett-Vestavia Elementary	INV0025710	02/14/2025	Educational Grant 2024-2025	25,000.00
Department 45 - 2019 Additional Sales Tax Total:				386,348.37
Department: 46 - Parks & Recreation				
Paint Spot	N0309274	02/17/2025	Paint for Hasson Center Front...	51.99
One Source Office Products LLC	OE-QT-7140-1	02/07/2025	Janitorial Supplies - as needed ..	118.69
Department 46 - Parks & Recreation Total:				170.68
Grand Total:				1,197,847.06

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	829,388.84
50 - WATER & SEWER FUND	352,012.22
51 - WATER & SEWER DEVELOPMENT FEES FUND	16,446.00
Grand Total:	1,197,847.06

Account Summary

Account Number	Account Name	Payment Amount
01-10151	Accounts Receivable-Ot...	14,258.87
01-10152	Accounts Receivable-AL...	400.00
01-13-100-50200	Travel & Training - Mayor	300.00
01-13-110-50312	Cell Phones	334.82
01-15-000-50010	Hiring & Recruitment Ex...	50.74
01-15-000-50250	Community Events	285.18
01-15-000-50312	Cell Phones	249.60
01-15-000-50357	Janitorial Contracts - City...	105.94
01-15-000-50366	Maintenance & Repair - ...	426.16
01-15-000-50371	Maintenance - Facilities	300.00
01-15-000-50383	Repair - Facilities	288.40
01-15-000-50501	Utilities - Power	5,548.32
01-15-000-50561	Pest Control	79.00
01-15-000-50570	Northport Community C...	2,378.48
01-15-000-50572	UCP Building	2,400.51
01-15-000-50573	Civitan Park	612.19
01-15-000-50590	Utilities - Other	370.90
01-15-600-70008	Series 2016 Warrants	78,866.67
01-15-600-70010	Series 2021 B Warrants	48,400.29
01-15-600-80001	Infrastructure	3,611.38
01-16-000-50102	Postage	7.87
01-16-000-50111	Software - License & Ma...	6,010.00
01-16-000-50112	Advertising	80.55
01-16-000-50247	Outsourced Legal Servic...	550.00
01-16-000-50312	Cell Phones	227.77
01-17-000-50100	Dues	200.00
01-17-000-50105	Office Supplies	34.10
01-17-000-50312	Cell Phones	47.08
01-17-000-50499	State & County Court Co...	38,137.39
01-21007	Security Deposits	600.00
01-22-000-50106	Office Equipment	2,616.15
01-22-000-50108	Equipment - Computers...	6,533.19
01-22-000-50109	Equipment - Routers & S...	7,315.20
01-22-000-50312	Cell Phones	361.31
01-22-000-50348	Utilities - Internet	6,197.59
01-22-000-50376	Service Contracts	2,240.00
01-25-000-50175	Sundry Expense	12.00
01-25-000-50201	Audit Expense - Internal	21,043.36
01-25-000-50312	Cell Phones	233.79
01-25-000-50433	Taxpayer Business Audit...	1,012.50
01-26-000-50102	Postage	50.65
01-26-000-50210	Professional Services	1,250.00
01-26-000-50312	Cell Phones	409.49
01-28-000-50102	Postage - Admin	4.83
01-28-000-50105	Office Supplies	20.17
01-28-000-50312	Cell Phones	534.43
01-28-116-50112	Advertising - Planning C...	1,652.40
01-28-117-50112	Advertising - ZBA	101.25
01-32-000-50102	Postage	1.53
01-32-000-50105	Office Supplies	52.07

Account Summary

Account Number	Account Name	Payment Amount
01-32-000-50112	Advertising	79.20
01-32-000-50175	Sundry Expense	541.50
01-32-000-50283	Uniforms	32.00
01-32-000-50312	Cell Phones	631.07
01-32-000-50503	Utilities - Power - Traffic ...	465.67
01-32-000-50504	Power - Street Lights	32,167.41
01-32-600-81005	MPO - Main Avenue	100.00
01-33-000-50010	Hiring & Recruitment Ex...	265.71
01-33-000-50101	Subscriptions	150.00
01-33-000-50102	Postage	26.60
01-33-000-50105	Office Supplies	831.39
01-33-000-50108	Equipment - Computers...	1,083.36
01-33-000-50111	Software - License & Ma...	150.00
01-33-000-50269	Firearms	459.00
01-33-000-50275	Body Armor	1,995.90
01-33-000-50283	Uniforms	694.95
01-33-000-50312	Cell Phones	3,393.09
01-33-000-50361	Maintenance - Public Saf...	17.50
01-33-000-50363	Maintenance Contracts -...	102.60
01-33-000-50367	Maintenance & Repair - ...	1,238.63
01-33-000-50382	Repair - Public Safety C...	5,477.38
01-33-000-50502	Utilities - Power	7,276.91
01-33-000-50562	Pest Control	179.00
01-33-000-50563	Utilities - Power - Comm...	1,260.39
01-33-600-80000	Equipment	6,985.93
01-35-210-50010	Hiring & Recruitment Ex...	39.13
01-35-210-50105	Office Supplies	369.94
01-35-210-50211	Professional Medical Ser...	150.00
01-35-210-50283	Uniforms	359.53
01-35-210-50288	Uniform Accessories	97.00
01-35-210-50312	Cell Phones	87.91
01-35-210-50410	Maintenance & Repair - ...	242.26
01-35-210-50412	Maintenance & Repair - ...	1,694.70
01-35-210-50413	Maintenance & Repair - ...	863.82
01-35-210-50560	Pest Control	286.00
01-35-213-50279	Living Quarters Supplies -..	512.05
01-35-213-50380	Repairs - Station 3	169.46
01-35-214-50279	Living Quarters Supplies -..	605.77
01-35-214-50380	Repairs - Station 4	4.54
01-35-221-50242	Medical Supplies - Engin...	281.84
01-35-223-50242	Medical Supplies - Rescue	147.78
01-37-310-50010	Hiring & Recruitment Ex...	427.48
01-37-310-50102	Postage	4.14
01-37-310-50105	Office Supplies	317.35
01-37-310-50238	Personal Safety Supplies ...	12.49
01-37-310-50261	Uniform Shirts, Pants, &...	9,520.63
01-37-310-50265	Boots	169.99
01-37-310-50277	Janitorial Supplies	450.32
01-37-310-50303	Cleaning/Janitorial Suppl...	279.85
01-37-310-50305	Contract Services	3,117.83
01-37-310-50312	Cell Phones	2,289.45
01-37-310-50337	Cleaning/Janitorial Suppl...	220.08
01-37-310-50353	Claims	2,556.69
01-37-310-50356	Cleaning/Janitorial Suppl...	602.12
01-37-310-50400	Training	3,881.25
01-37-310-50451	Solid Waste Authority C...	33,247.04
01-37-310-50473	Auxiliary Services Suppli...	218.56
01-37-310-50500	Utilities - Power	4,504.54

Account Summary

Account Number	Account Name	Payment Amount
01-37-310-50503	Power - Traffic Signals	3,367.77
01-37-310-50560	Pest Control	79.00
01-37-311-50234	Supplies - Beautification	719.22
01-37-311-50238	Personal Safety Supplies ...	16.65
01-37-311-50387	Supplies - Community Ev...	1,644.68
01-37-312-50234	Supplies - Construction	5,723.42
01-37-312-50238	Personal Safety Supplies ...	62.42
01-37-313-50234	Supplies - Garbage	175.98
01-37-313-50238	Personal Safety Supplies ...	70.76
01-37-314-50221	Hand Tools - Maintenanc...	28.48
01-37-314-50234	Supplies - Maintenance	38.68
01-37-314-50238	Personal Safety Supplies ...	12.49
01-37-315-50221	Hand Tools - Rights of W...	49.55
01-37-315-50234	Supplies - Rights of Way	1,457.41
01-37-315-50238	Personal Safety Supplies ...	83.24
01-37-316-50221	Hand Tools - Shop	2,155.07
01-37-316-50234	Supplies - Shop	1,217.95
01-37-316-50238	Personal Safety Supplies ...	282.99
01-37-317-50238	Personal Safety Supplies ...	70.76
01-37-318-50360	Maintenance - Public W...	98.41
01-37-320-50360	Maintenance - Garbage ...	101.70
01-37-320-50380	Repairs - Garbage Trucks	4,104.76
01-37-321-50360	Maintenance - Heavy Eq...	239.39
01-37-321-50380	Repairs - Heavy Equipm...	13.04
01-37-322-50360	Maintenance - Heavy Tr...	101.70
01-37-323-50360	Maintenance - Trash Tru...	149.42
01-37-323-50380	Repairs - Trash Trucks	3,671.54
01-37-324-50360	Maintenance - Light Duty..	1,326.94
01-37-324-50380	Repairs - Light Duty Vehi...	1,715.46
01-37-326-50360	Maintenance - Mowers ...	246.79
01-37-326-50380	Repairs - Mowers & Light..	406.62
01-37-328-50238	Personal Safety Supplies ...	8.32
01-37-328-50362	Maintenance - Street Lig...	884.62
01-37-328-50365	Maintenance - Traffic Si...	360.80
01-37-331-50238	Personal Safety Supplies...	66.59
01-37-331-50360	Maintenance - Recycling...	135.43
01-37-331-50380	Repair - Recycling Trucks	411.49
01-37-600-80006	Public Works Building R...	1,425.00
01-40000	Business License	9,208.01
01-40001	City Sales Taxes	7,201.84
01-40121	NPCC Rental Income	425.00
01-43-000-60904	Alabama Donuts, LLC	3,169.55
01-45-000-54007	Series 2023 Warrants	231,450.63
01-45-000-54101	Nuisance Abatement	4,240.00
01-45-000-54203	Educational Grants	135,000.00
01-45-000-54400	Economic & Community ...	3,573.64
01-45-000-54407	Heritage Museum	2,984.00
01-45-600-54201	Downtown Streetscape	9,100.10
01-46-000-50570	Northport Community C...	118.69
01-46-000-50571	Hasson Center	51.99
50-10150	Accounts Receivable	180.00
50-39-510-50010	Hiring & Recruitment Ex...	454.65
50-39-510-50105	Office Supplies	79.72
50-39-510-50106	Office Equipment	10.04
50-39-510-50261	Contract Shirts and Pants	1,892.81
50-39-510-50305	Contract Services	800.37
50-39-510-50312	Cell Phones	1,225.03
50-39-510-50385	Raw Water Purchases	100,210.07

Account Summary

Account Number	Account Name	Payment Amount
50-39-510-50394	Repairs - Heavy Equipm...	57.00
50-39-510-50396	Repairs - Vehicles	3,801.15
50-39-510-50403	Training - Technical	3,025.00
50-39-510-50461	Repairs - Light Duty Equi...	16.45
50-39-510-50550	Pest Control	79.00
50-39-510-50590	Utilities - Other	80.79
50-39-511-50106	Office Equipment	81.30
50-39-511-50201	Audit Expense	5,260.84
50-39-512-50106	Office Equipment	3.25
50-39-512-50214	Professional Engineering...	4,521.21
50-39-512-50300	Chemicals	4,588.00
50-39-512-50336	Repairs	2,326.16
50-39-512-50360	Maintenance	89.69
50-39-512-50454	Testing & Professional S...	2,633.16
50-39-513-50300	Chemicals	2,260.50
50-39-513-50309	Hand Tools and Equipm...	83.03
50-39-513-50313	Laboratory Supplies	1,635.35
50-39-513-50336	Repairs	24,548.00
50-39-513-50360	Maintenance	136.00
50-39-514-50238	Safety Supplies	51.50
50-39-514-50430	Equipment Rental	718.30
50-39-514-50431	Construction & Repair S...	2,898.66
50-39-514-50477	Water Meters	10,584.00
50-39-515-50238	Safety Supplies	51.50
50-39-515-50389	Maintenance - Collectio...	7,092.00
50-39-515-50431	Construction & Repair S...	29.52
50-39-600-70008	Series 2016 Warrants	24,187.50
50-39-600-70010	Series 2021 A Warrants	146,320.67
51-39-600-70010	Series 2021 A Warrants	16,446.00
Grand Total:		1,197,847.06

Project Account Summary

Project Account Key	Payment Amount
None	1,197,847.06
Grand Total:	1,197,847.06



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: March 3, 2025

SUBJECT: Purchase Requisition, Dark Horse Certified Accountants, Outsourced Accounting Services, \$5,000.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Whitney DuBose

Approved By: Glenda Webb

Summary:

This invoice is for outsourced accounting services.

Recommendation:

To approve this consent agenda item

Funding Source/GL Code:

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

Motion for Consideration:

Approval of the Consent Agenda will approve this expense of \$5,000.00 to Dark Horse Certified Public Accountants.

Dark Horse CPAs

+16197361404
www.darkhorse.cpa



DARK HORSE
CERTIFIED PUBLIC ACCOUNTANTS

INVOICE

BILL TO

City of Northport
PO Box 569
Northport, AL 35476

INVOICE # 51043

DATE 01/30/2025

DUE DATE 01/31/2025

ACTIVITY	QTY	RATE	AMOUNT
Outsourced Accounting - Accounting Services (On Demand or Hourly)	1	6,750.00	6,750.00
Outsourced Accounting - Accounting Services (On Demand or Hourly)			
Outsourced Accounting - Accounting Services (On Demand or Hourly)	1	-1,750.00	-1,750.00
Reduced fee to budgeted amount for project			

SUBTOTAL 5,000.00
TAX 0.00
TOTAL 5,000.00
BALANCE DUE

Pay invoice

USD 5,000.00

2/13/25

Approved
(Signature)

01-15-000 - 50210

We hope you appreciated the services represented on this invoice. If you did, it would mean the world to your Dark Horse CPA if you left them a review on Google or Yelp!



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: March 3, 2025

SUBJECT: Purchase Requisition, Stivers Ford Lincoln, F-150 Truck for Engineer Inspectors, \$46,990.00

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Morgan Williams

Approved By: Brad Matthews

Summary:

The Engineering Department is requesting approval for the purchase of a 2024 Ford F-150 Supercrew 4x4 Pickup for the Engineering Inspectors in the amount of \$46,990.00 to Stivers Ford Lincoln.

Recommendation:

To approve the request

Funding Source/GL Code:

GL Code No. 01-32-600-80000 Amount: \$46,990.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$46,990.00 to Stivers Ford Lincoln.



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: March 3, 2025

**SUBJECT: Purchase Requisition, VPN software for Public Safety and Utilities, CDWG,
\$10,665.00**

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 CDWG for VPN software renewal for the Public Safety and Utilities Department. Total cost \$10,665.00. This will be split between multiple requisitions.

Recommendation:

Approval of the consent agenda will approve this request.

Funding Source/GL Code:

GL Code No. 01-35-210-50111	Amount: \$1,422.00
GL Code No. 01-33-000-50111	Amount: \$8,650.50
GL Code No. 50-39-510-50111	Amount: \$592.50

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$10,665.00 to CDWG.



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

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

BRANDI HAMBRIGHT,

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

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

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PHQG694	2/20/2025	NETMOTION RENEWAL 80 LICENSES	4009475	\$10,665.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
NetMotion Complete - Conversion License (renewal) (1 year) - 1 device	80	6188162	\$118.50	\$9,480.00
Mfg. Part#: NMCOMPCONRNW Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)				
Absolute Secure Access Edge - subscription license (1 year) - 1 unit	10	8005476	\$118.50	\$1,185.00
Mfg. Part#: ABSA-EDGE-12-GD Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)				

SUBTOTAL	\$10,665.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$10,665.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF NORTHPORT ACCTS PAYABLE PO BOX 569 NORTHPORT, AL 35476-0569 Phone: (205) 339-7000 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF NORTHPORT POLICE DEPT. 3721 26TH AVE NORTHPORT, AL 35473-2952 Shipping Method: ELECTRONIC DISTRIBUTION
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

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

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$10,665.00	\$309.39/Month	\$10,665.00	\$352.80/Month

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

Why finance?

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

General Terms and Conditions:

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

Need Help?



My Account



Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager.

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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: March 3, 2025

**SUBJECT: Purchase Requisition, Check Valve & Water Pump for WWTP, Hunnicutt, Inc.
\$6,525.00**

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The attached purchase requisition to Hunnicutt, Inc., in the amount of \$6,525.00, is for a replacement 10" check valve and water pump with flange installation and wiring for the #2 RAS (Return Activated Sludge) wet well located at the Wastewater Treatment Plant.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50336 Amount: \$6,525.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6,525.00 to Hunnicutt, Inc.

CITY OF NORTHPORT, ALABAMA

REQUISITION FOR GOODS AND SERVICES

DEPT./DIVISION Utilities

Date: 11/14/2024

REQUISTIONER: Terry West

<u>Qty</u>	<u>Items</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Suggested Account Number</u>
1	10" Check valve replacement	\$3,500.00	\$3,500.00	50-39-513-50336
1	8" Water pump & flange replacement w/wire up	\$2,850.00	\$2,850.00	50-39-513-50336
1	Bolt kits	\$175.00	\$175.00	50-39-513-50336
			\$0.00	
			\$0.00	
			\$0.00	
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			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
TOTAL			\$6,525.00	

Request P.O. to:
Hunnicuttt Inc.

Business License Required?

Superintendent Approval

Jerry West

Operations Manager Approval

Cynthia Davis 11/14/24

COMMENTS (Requistioner or Department Head):

For check valve replacement at #2-1 RAS wet well plus, plant water pump replacement flange installation and wire up. Check valve and water pump already on site.

DEPARTMENT HEAD (Signature)

COMMENTS:

NORTHPORT WWTP

CHANGE OUT CK VALUE 3500⁰⁰

you will need 2 BOIT K's w/ deep dug gas CTS

WATER pump)

2850⁰⁰

you will need BOIT KIT deep dug gas kit

SAME price as last time



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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: March 3, 2025

SUBJECT: Purchase Requisition, PD Uniforms, \$5,773.79

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

The requisition to Municipal and Commercial Uniforms, Inc. in the amount of \$5,773.79 is for Police Department Uniforms.

Recommendation:

Approve the requisition.

Funding Source/GL Code:

GL Code No. 01-33-000-50283 - Uniforms Amount: \$5,773.79

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,773.79 to Municipal and Commercial Uniforms, Inc.

MUNICIPAL AND COMMERCIAL UNIFORMS, INC.
 2208 THIRD AVENUE, NORTH
 BIRMINGHAM, AL 35203
 (205)324-6011 Fax #:324-5032

Quote for Purchase Order

DATE	QUOTE #
02/21/25	5921

BILL TO:
WINTER 2025 ORDER NORTHPORT POLICE DEPARTMENT P.O. BOX 569 ATTN: ACCOUNTS PAYABLE NORTHPORT ,AL 35476 (205)339-7000

SHIP TO:
WINTER 2025 ORDER NORTHPORT POLICE DEPARTMENT P.O. BOX 569 ATTN: ACCOUNTS PAYABLE NORTHPORT ,AL 35476 (205)339-7000

LINE	ITEM #	DESCRIPTION	COMMENTS	ORDERED	INVOICED	ALLOCATED	B/O	PRICE	EXTENSION
1	UVS-118 BLK R XL	SHIRT VEST SS BLACK MALE WEST, CLARENCE 02/21/25		3			3	46.95	140.85
2	T1000525SP1 R EA	PATCH NORTHPORT POLICE WEST, CLARENCE 02/21/25	BOTH	6			6	Included	
3	E320RN-T2 R 37	TROUSER BLACK ADJUST.WAIST WEST, CLARENCE 02/21/25	HEM 30	3			3	54.95	164.85
4	MR 3/8 ROYAL R YD	STRIPE 3/8 ROYAL BLUE CLOTH WEST, CLARENCE 02/21/25		9			9	3.00	27.00
5	UVS-117 BLK 32/33 15.5	SHIRT VEST LS BLACK MALE GILLIAM, B. 02/21/25		1			1	51.95	51.95
6	T1000525SP1 R EA	PATCH NORTHPORT POLICE GILLIAM, B. 02/21/25	BOTH	2			2	Included	
7	UVS-118 BLK R M	SHIRT VEST SS BLACK MALE		2			2	46.95	93.90

		GILLIAM, B. 02/21/25							
8	T1000525SP1 R EA	PATCH NORTHPORT POLICE GILLIAM, B. 02/21/25	BOTH	4			4	Included	
9	E320RN-T2 R 35	TROUSER BLACK ADJUST.WAIST GILLIAM, B. 02/21/25	HEM 32	3			3	54.95	164.85
10	MR 3/8 ROYAL R YD	STRIPE 3/8 ROYAL BLUE CLOTH GILLIAM, B. 02/21/25		9			9	3.00	27.00
11	UVS-117 BLK 32/33 15.5	SHIRT VEST LS BLACK MALE DREW, CHRISTIAN 02/21/25		1			1	51.95	51.95
12	T1000525SP1 R EA	PATCH NORTHPORT POLICE DREW, CHRISTIAN 02/21/25	BOTH	2			2	Included	
13	UVS-118 BLK R M	SHIRT VEST SS BLACK MALE DREW, CHRISTIAN 02/21/25		2			2	46.95	93.90
14	T1000525SP1 R EA	PATCH NORTHPORT POLICE DREW, CHRISTIAN 02/21/25	BOTH	4			4	Included	
15	E320RN-T2 R 38	TROUSER BLACK ADJUST.WAIST O'NEILL, D. 02/21/25	HEM 28.5	3			3	54.95	164.85
16	MR 3/8 ROYAL R YD	STRIPE 3/8 ROYAL BLUE CLOTH O'NEILL, D. 02/21/25		9			9	3.00	27.00
17	UVS-118 BLK R L	SHIRT VEST SS BLACK MALE DULTON, S. 02/21/25		3			3	46.95	140.85
18	T1000525SP1 R EA	PATCH NORTHPORT POLICE DULTON, S. 02/21/25	BOTH	6			6	Included	

19	E320RN-T2 R 34	TROUSER BLACK ADJUST.WAIST DULTON, S. 02/21/25	HEM 31	3			3	54.95	164.85
20	MR 3/8 ROYAL R YD	STRIPE 3/8 ROYAL BLUE CLOTH DULTON, S. 02/21/25		9			9	3.00	27.00
21	UVS-118 BLK R XL	SHIRT VEST SS BLACK MALE WINTERS, CHASE 02/21/25		1			1	46.95	46.95
22	T1000525SP1 R EA	PATCH NORTHPORT POLICE WINTERS, CHASE 02/21/25	BOTH	2			2	2.95	5.90
23	UVS-117 BLK 34/35 17.5	SHIRT VEST LS BLACK MALE WINTERS, CHASE 02/21/25		2			2	51.95	103.90
24	T1000525SP1 R EA	PATCH NORTHPORT POLICE WINTERS, CHASE 02/21/25	BOTH	4			4	Included	
25	E320RN-T2 R 38	TROUSER BLACK ADJUST.WAIST WINTERS, CHASE 02/21/25	HEM 28	3			3	54.95	164.85
26	MR 3/8 ROYAL R YD	STRIPE 3/8 ROYAL BLUE CLOTH WINTERS, CHASE 02/21/25		9			9	3.00	27.00
27	UVS-118 BLK R L	SHIRT VEST SS BLACK MALE HEAD, ERIC 02/21/25		2			2	46.95	93.90
28	T1000525SP1 R EA	PATCH NORTHPORT POLICE HEAD, ERIC 02/21/25	BOTH	4			4	Included	
29	UVS-117 BLK 34/35 16.5	SHIRT VEST LS BLACK MALE HEAD, ERIC 02/21/25		1			1	51.95	51.95

30	T1000525SP1 R EA	PATCH NORTHPORT POLICE HEAD, ERIC 02/21/25	BOTH	2			2	Included	
31	E320RN-T2 R 38	TROUSER BLACK ADJUST.WAIST HEAD, ERIC 02/21/25	HEM 34	3			3	54.95	164.85
32	MR 3/8 ROYAL R YD	STRIPE 3/8 ROYAL BLUE CLOTH HEAD, ERIC 02/21/25		9			9	3.00	27.00
33	UVS-117 BLK 32/33 14.5	SHIRT VEST LS BLACK MALE ELDER, ANIYIA 02/21/25		1			1	51.95	51.95
34	T1000525SP1 R EA	PATCH NORTHPORT POLICE ELDER, ANIYIA 02/21/25	BOTH	2			2	Included	
35	UVS-118 BLK R XS	SHIRT VEST SS BLACK MALE ELDER, ANIYIA 02/21/25		2			2	46.95	93.90
36	T1000525SP1 R EA	PATCH NORTHPORT POLICE ELDER, ANIYIA 02/21/25	BOTH	4			4	2.95	11.80
37	E9320LC-T2 R 2	TROUSER BLACK FEMALE ADJ.WAIST ELDER, ANIYIA 02/21/25	HEM 26	3			3	54.95	164.85
38	MR 3/8 ROYAL R YD	STRIPE 3/8 ROYAL BLUE CLOTH ELDER, ANIYIA 02/21/25		9			9	3.00	27.00
39	UVS-117 BLK 34/35 16.5	SHIRT VEST LS BLACK MALE LOLLAR, S. 02/21/25		1			1	51.95	51.95
40	T1000525SP1 R EA	PATCH NORTHPORT POLICE LOLLAR, S. 02/21/25	BOTH	2			2	Included	
41	UVS-118 BLK R L	SHIRT VEST SS BLACK MALE LOLLAR, S. 02/21/25		1			1	46.95	46.95

42	T1000525SP1 R EA	PATCH NORTHPORT POLICE LOLLAR, S. 02/21/25	BOTH	2			2	Included	
43	320N 34/35 16.5	SHIRT LS BLACK 100% POLY LOLLAR, S. 02/21/25		1			1	49.95	49.95
44	T1000525SP1 R EA	PATCH NORTHPORT POLICE LOLLAR, S. 02/21/25	PATCH BOTH	2			2	Included	
45	E320RN-T2 R 38	TROUSER BLACK ADJUST.WAIST LOLLAR, S. 02/21/25	HEM 34	3			3	54.95	164.85
46	MR 3/8 ROYAL R YD	STRIPE 3/8 ROYAL BLUE CLOTH LOLLAR, S. 02/21/25		9			9	3.00	27.00
47	UVS-118 BLK R L	SHIRT VEST SS BLACK MALE HALBERT, BRENT 02/21/25		2			2	46.95	93.90
48	T1000525SP1 R EA	PATCH NORTHPORT POLICE HALBERT, BRENT 02/21/25	BOTH	4			4	Included	
49	UVS-117 BLK 34/35 16.5	SHIRT VEST LS BLACK MALE HALBERT, BRENT 02/21/25		1			1	51.95	51.95
50	T1000525SP1 R EA	PATCH NORTHPORT POLICE HALBERT, BRENT 02/21/25	BOTH	2			2	Included	
51	E320RN-T2 R 36	TROUSER BLACK ADJUST.WAIST HALBERT, BRENT 02/21/25	HEM 29	3			3	54.95	164.85
52	MR 3/8 ROYAL R YD	STRIPE 3/8 ROYAL BLUE CLOTH HALBERT, BRENT 02/21/25		9			9	3.00	27.00

53	UVS-118 BLK R XXL	SHIRT VEST SS BLACK MALE MORRIS, J 02/21/25		2			2	51.65	103.29
54	T1000525SP1 R EA	PATCH NORTHPORT POLICE MORRIS, J 02/21/25	BOTH	4			4	Included	
55	UVS-117 BLK 34/35 18.5	SHIRT VEST LS BLACK MALE MORRIS, J 02/21/25		1			1	51.95	51.95
56	T1000525SP1 R EA	PATCH NORTHPORT POLICE MORRIS, J 02/21/25	BOTH	2			2	Included	
57	E320RN-T2 R 44	TROUSER BLACK ADJUST.WAIST MORRIS, J 02/21/25	HEM 30	3			3	54.95	164.85
58	MR 3/8 ROYAL R YD	STRIPE 3/8 ROYAL BLUE CLOTH MORRIS, J 02/21/25		9			9	3.00	27.00
59	UVS-117 BLK 32/33 14.5	SHIRT VEST LS BLACK MALE REYNOLDS, 02/21/25		1			1	51.95	51.95
60	T1000525SP1 R EA	PATCH NORTHPORT POLICE REYNOLDS, 02/21/25	BOTH	2			2	Included	
61	UVS-118 BLK R XS	SHIRT VEST SS BLACK MALE REYNOLDS, 02/21/25		2			2	46.95	93.90
62	T1000525SP1 R EA	PATCH NORTHPORT POLICE REYNOLDS, 02/21/25	BOTH	4			4	Included	
63	E9320LC-T2 R 2	TROUSER BLACK FEMALE ADJ.WAIST REYNOLDS, 02/21/25	HEM 31	3			3	54.95	164.85
64	MR 3/8 ROYAL R YD	STRIPE 3/8 ROYAL BLUE CLOTH REYNOLDS, 02/21/25		9			9	3.00	27.00

65	UVS-118 BLK R M	SHIRT VEST SS BLACK MALE SPENCER, C. 02/21/25		2			2	46.95	93.90
66	T1000525SP1 R EA	PATCH NORTHPORT POLICE SPENCER, C. 02/21/25	BOTH	4			4	2.95	11.80
67	320N 32/33 15.5	SHIRT LS BLACK 100% POLY SPENCER, C. 02/21/25		1			1	49.95	49.95
68	T1000525SP1 R EA	PATCH NORTHPORT POLICE SPENCER, C. 02/21/25	PATCH BOTH	2			2	Included	
69	E320RN-T2 R 35	TROUSER BLACK ADJUST.WAIST SPENCER, C. 02/21/25	HEM 31	3			3	54.95	164.85
70	MR 3/8 ROYAL R YD	STRIPE 3/8 ROYAL BLUE CLOTH SPENCER, C. 02/21/25		9			9	3.00	27.00
71	UVS-118 BLK R L	SHIRT VEST SS BLACK MALE BURGETT, M. 02/21/25		2			2	46.95	93.90
72	T1000525SP1 R EA	PATCH NORTHPORT POLICE BURGETT, M. 02/21/25	BOTH	4			4	Included	
73	UVS-117 BLK 34/35 16.5	SHIRT VEST LS BLACK MALE BURGETT, M. 02/21/25		1			1	51.95	51.95
74	T1000525SP1 R EA	PATCH NORTHPORT POLICE BURGETT, M. 02/21/25	BOTH	2			2	Included	
75	E320RN-T2 R 36	TROUSER BLACK ADJUST.WAIST BURGETT, M. 02/21/25	HEM 30	3			3	54.95	164.85
76	MR 3/8 ROYAL R YD	STRIPE 3/8 ROYAL BLUE CLOTH BURGETT, M. 02/21/25		9			9	3.00	27.00

77	UVS-118 BLK R L	SHIRT VEST SS BLACK MALE OFFICE, T. 02/21/25		3			3	46.95	140.85
78	T1000525SP1 R EA	PATCH NORTHPORT POLICE OFFICE, T. 02/21/25	BOTH	6			6	Included	
79	E320RN-T2 R 35	TROUSER BLACK ADJUST.WAIST OFFICE, T. 02/21/25	HEM 32	3			3	54.95	164.85
80	MR 3/8 ROYAL R YD	STRIPE 3/8 ROYAL BLUE CLOTH OFFICE, T. 02/21/25		9			9	3.00	27.00
81	UVS-118 BLK R XL	SHIRT VEST SS BLACK MALE GUZEWICZ, B. 02/21/25		3			3	46.95	140.85
82	T1000525SP1 R EA	PATCH NORTHPORT POLICE GUZEWICZ, B. 02/21/25	BOTH	6			6	Included	
83	E320RN-T2 R 38	TROUSER BLACK ADJUST.WAIST GUZEWICZ, B. 02/21/25	HEM 31	3			3	54.95	164.85
84	MR 3/8 ROYAL R YD	STRIPE 3/8 ROYAL BLUE CLOTH GUZEWICZ, B. 02/21/25		9			9	3.00	27.00
85	UVS-118 BLK R M	SHIRT VEST SS BLACK MALE MARTINEZ, J. 02/21/25		1			1	46.95	46.95
86	T1000525SP1 R EA	PATCH NORTHPORT POLICE MARTINEZ, J. 02/21/25	BOTH	2			2	Included	
87	UVS-117 BLK 32/33 15.5	SHIRT VEST LS BLACK MALE MARTINEZ, J. 02/21/25		1			1	51.95	51.95
88	T1000525SP1 R EA	PATCH NORTHPORT POLICE MARTINEZ, J. 02/21/25	BOTH	2			2	Included	

89	320N 32/33 15.5	SHIRT LS BLACK 100% POLY MARTINEZ, J. 02/21/25		1			1	49.95	49.95
90	T1000525SP1 R EA	PATCH NORTHPORT POLICE MARTINEZ, J. 02/21/25	PATCH BOTH	2			2	Included	
91	E320RN-T2 R 35	TROUSER BLACK ADJUST.WAIST MARTINEZ, J. 02/21/25	HEM 30	3			3	54.95	164.85
92	MR 3/8 ROYAL R YD	STRIPE 3/8 ROYAL BLUE CLOTH MARTINEZ, J. 02/21/25		9			9	3.00	27.00
93	UVS-118 BLK R M	SHIRT VEST SS BLACK MALE TATE, N. 02/21/25		1			1	46.95	46.95
94	T1000525SP1 R EA	PATCH NORTHPORT POLICE TATE, N. 02/21/25	BOTH	2			2	Included	
95	UVS-117 BLK 32/33 15.5	SHIRT VEST LS BLACK MALE TATE, N. 02/21/25		2			2	51.95	103.90
96	T1000525SP1 R EA	PATCH NORTHPORT POLICE TATE, N. 02/21/25	BOTH	4			4	Included	
97	E320RN-T2 R 38	TROUSER BLACK ADJUST.WAIST TATE, N. 02/21/25	HEM 31	2			2	54.95	109.90
98	MR 3/8 ROYAL R YD	STRIPE 3/8 ROYAL BLUE CLOTH TATE, N. 02/21/25		6			6	3.00	18.00
99	E9320LC-T2 R 16	TROUSER BLACK FEMALE ADJ.WAIST TATE, N. 02/21/25	HEM 31	1			1	54.95	54.95
100	MR 3/8 ROYAL R YD	STRIPE 3/8 ROYAL BLUE CLOTH TATE, N. 02/21/25		3			3	3.00	9.00

All products are covered by the manufacturer's warranty which varies based on manufacturer and product. Municipal and Commercial Uniforms Inc. does not take responsibility for any defects in merchandise but will assist in requesting warranty service from the manufacturer on your behalf. Returns or exchanges for credit are only considered on unused merchandise in original packaging within 10 days of date of invoice and are subject to a restocking fee less the original shipping charges. Returned goods must have a valid return authorization number prior to return. Shipments of returns must be prepaid. Any damaged goods or shortages must be reported within 3 days of receipt. For any other customer service issue please call or e-mail us at: MACreceivables@gmail.com. Thank you for your business!

Estimated Sub-total	
Estimated Shipping	5,773.79
Estimated Sales Tax (.04 /007)	0.00
ESTIMATED	0.00
TOTAL	\$5,773.79

Thank you for this opportunity to serve you!

60283



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

AGENDA ITEM NO. 11.c.1.

MEETING DATE: March 3, 2025

SUBJECT: Second Reading, Ordinance Rezoning of Approximately 3.36 acres located at Station Circle, east of Highway 43 N, from Family Single Residential (RS-1) to General Commercial (C-3).

Unfinished Business: X

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

Dream Investment Group, LLC is requesting rezoning of approximately 3.36 acres located at Station Circle, east of Highway 43 N, from Family Single Residential (RS-1) to General Commercial (C-3).

Recommendation:

The Northport Planning and Zoning Commission met on January 14, 2025 and made a favorable recommendation that the request for rezoning be granted.

Funding Source/GL Code:

GL Code No. NA Amount: \$

Motion for Consideration:

I make a motion to approve the ordinance rezoning of approximately 3.36 acres located at Station Circle, east of Highway 43 N, from Family Single Residential (RS-1) to General Commercial (C-3).

ORDINANCE NO. _____

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

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

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

1. That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcels being more particularly described as attached in Exhibit "A" in Tuscaloosa County, Alabama to rezone 3.36 acres located at Station Circle, east of Highway 43 N, from Family Single Residential (RS-1) to General Commercial (C-3).

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

ADOPTED this the _____ day of _____, **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

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

Glenda D. Webb, City Administrator

1st Reading: February 3, 2025

Motion:

2nd Reading: March 3, 2025

Motion By:

Second By:

Publication:

Exhibit A

All that part of Lot 1R, Resurvey of Northport Station Phase 1 & Unplatted Land, as recorded in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 2019, at Page 97, that lies within the east half of the northwest quarter of the southeast quarter of Section 5, Township 21 South, Range 10 West.

Also known as Parcel 63-31-03-05-4-001-001.000

City of Northport
Planning and Zoning Commission – January 14, 2025
Staff Report

Case: R-24-5

Applicant: Dream Investment Group, LLC

Location: East of Highway 43N at Station Circle

Request: Rezoning

Dream Investment Group, LLC is requesting rezoning of approximately 3.36 acres located east of Highway 43 North at Station Circle from Single-Family Residential (RS-1) to General Commercial (C-3).

The current site consists of a single lot development with a mix of restaurant, retail, and similar commercial uses. It is surrounded to the east by undeveloped land in the county (no zoning), to the north by a single-family residential neighborhood zoned Residential Single-Family (RS-1), to the west across Highway 43 by a mostly undeveloped lot zoned General Commercial (C-3), and to the south by an undeveloped lot zoned General Commercial (C-3).

The future land use plan found within Northport Compass shows this property as a combination of “General Mix” and “Limited Mix Use”, which have the following descriptions:

- **General Mix** – “This category includes a wide variety of commercial uses as well as recreational, institutional, and high density and multifamily residential uses. This category is applied to the downtown area and at commercial nodes north of McFarland Boulevard (as identified in the Development Strategy) to provide nearby neighborhoods with convenient access to goods and services”
- **Limited Mix** – “This category includes commercial, recreational, institutional, and high density and multifamily residential uses. These areas will tend to include a higher percentage of office, service, and other non-retail business activity, compared to the “Commercial Mix” and “General Mixed-Use” categories. This range of uses serves as a transition between neighborhoods and the core of commercial, mixed-use, and industrial nodes. Use flexibility is also intended to optimize reinvestment opportunities in already developed areas”.

The allowable uses for the current zone (RS-4) are shown in the table below:

Table 4-1 Use Regulations, Residential Districts

	RS-1	RS-2	RS-3	RM
Residential Uses				
Assisted and independent living facilities				C
Boarding house				C
Cottage development, subject to §7.10				P
Duplex, subject to §7.12				P
Manufactured home subdivision				C
Manufactured home park, subject to §7.28				C
Multifamily dwellings, subject to §7.31				P
Single-family dwelling, detached	P	P	P	P
Single-family dwelling, Zero Lot Line, subject to §7.49				P
Townhouse, subject to §7.45				P
Twin houses, subject to §7.46				P
Nonresidential Uses				
Amateur radio tower, subject to §3.04.04.F	P	P	P	
Bed and breakfast, subject to §7.05	C	C	C	
Cemetery, accessory to place of worship	C	C	C	C
Cemetery, as a principal use				C
Community center	C	C	C	P
Country club	C	C	C	C
Day care and Nighttime care centers	C	C	C	C
Extended care facility				C
Family day care and Nighttime homes, subject to §7.14	P	P	P	P
Family care home, subject to §7.19				P
Golf course	P	P	P	P
Group day care home, subject to §7.14	C	C	C	C
Group homes, other than Family Care Homes, subject to §7.19				C
Home occupation, subject to §7.21	P	P	P	P
Park, playground, nature preserve	P	P	P	P
Parking, freestanding	C	C	C	C
Place of worship, subject to §7.34	C	C	C	P
Public facility	P	P	P	P
Public utility facility, major	C	C	C	C
Public utility facility, minor	P	P	P	P
Recreational facilities, accessory (swimming pools, tennis courts)	P	P	P	P
Schools, private	C	C	C	C
Short-term rental, subject to §7.40	P	P	P	P

P – The use is permitted by right

A blank cell indicates the use is prohibited.

C – The use requires Conditional Use approval, see [§12.05](#)

The allowable used for the requested zoning are shown in the table below in the “C-3” column.

Table 5-1 Use Regulations, Nonresidential Districts

P: The use is permitted by right

C- The use requires Conditional Use approval, see [§12.05](#)

A blank cell indicates the use is prohibited.

	O-I	C-2	C-3	C-6	M-1	M-2
Agricultural Support						
Farm equipment sales and repair				P	P	C
Farm produce supply				P	P	C
Farm product processing					C	C
Residential Uses						
Caretaker dwelling, accessory to a permitted use				C	C	C
Cottage developments, subject to §7.10		C	C	C		
Group home	P	P	P			
Multifamily dwellings, subject to §7.31		C	C	C		
Residential care facility	C					
Single-family dwelling, detached		C	C			
Townhouses, subject to §7.45		C	C	C		
Upper-story dwellings		C	C	C		
Commercial Uses						
Adult novelty store, subject to §7.13					C	
Alternative financial services, subject to §7.03				C		
Artisanal manufacturing		C	C	P	P	P
Auto accessory store			P	P		
Automobile repair, Major, subject to §7.23				C	P	P
Automobile repair, Minor, subject to §7.18			C	P	P	P
Bank or financial services	P	P	P	P	C	
Bar		C	P	P	P	C
Brewery				C	P	P
Brewpub		C	C	P		
Building material sales			C	P	P	P
Business and professional offices	P	P	P	P	C	C
Business support service	P		P	P	P	P
Car wash, subject to §7.08		C	C	P	P	P
Commercial school, fully enclosed	C	C	P	P	P	P
Commercial school, unenclosed or partially unenclosed					P	P
Commissary	P		P	P	P	P
Construction service, Major				C	P	P
Construction service, Minor			C	C	P	P
Entertainment-Adult, subject to §7.13					C	C
Dry cleaning pick-up/drop-off business		P	P	P		
Farm produce sales				P	P	
Funeral home	P		P	P		
Garden center or nursery		C	P	P	P	P
Gas station, subject to §7.18			C	P	P	P
General retail, Enclosed		P	P	P		

Table 5-1 Use Regulations, Nonresidential Districts

P: The use is permitted by right

C- The use requires Conditional Use approval, see [§12.05](#)

A blank cell indicates the use is prohibited.

	O-I	C-2	C-3	C-6	M-1	M-2
Heavy equipment sales, rental or repair, subject to §7.20				C	P	P
Home improvement center			C	P	P	P
Hotel			P	P		
Kennel					C	
Laundromats			C	C		
Maintenance service	C		P	P	P	P
Medical cannabis dispensing site				P		
Mini-warehouse, subject to §7.30				C	P	
Motel				C		
Nursery, Wholesale			C	C	C	C
Office-warehouse, subject to §7.32			C	C	P	
Outdoor storage as a principal use					C	C
Package Store			P	P		
Personal service	P	P	P	P		
Repair services, subject to §7.41			P	P	P	P
Restaurant, Fast food		C	P	P	P	
Restaurant-bar		C	P	P		
Restaurant, Standard		P	P	P	P	C
Restaurant, Take-out/delivery only		P	P	P	P	
Retail, Unenclosed, including flea markets, subject to §7.16			C	C	C	
Sales/minor storage of gaseous fuels, subject to §7.38				P	P	P
Self-storage, Climate-controlled, subject to §7.30			C	C	P	
Shopping center, Major, subject to §7.39			P	P		
Shopping center, Minor, subject to §7.39		P	P	P		
Studio (dancing, music, art)	C	P	P	P		
Tattoo shops, subject to §7.43				P		
Tobacco/vape shops				C		
Towing service					P	P
Vehicle sales or rental			C	P	P	
Veterinary office, Pet grooming, subject to §7.48	C	P	P	P	P	
Vending facility, Freestanding, subject to §7.47			P	P		
Wholesaling				C	P	P
Entertainment and Recreation Uses						
Entertainment, Indoor		C	P	P		
Entertainment, Outdoor			C	P	C	C
Fairground, subject to §7.25					C	C
Golf Course		P	P	P		
Outdoor or drive-in theatre, subject to §7.33				C	C	
Park	P	P	P	P	P	P
Racetrack					C	C

Table 5-1 Use Regulations, Nonresidential Districts

P: The use is permitted by right

C- The use requires Conditional Use approval, see [§12.05](#)

A blank cell indicates the use is prohibited.

	O-I	C-2	C-3	C-6	M-1	M-2
Recreation, Indoor		C	P	P	C	
Recreation, Outdoor-Major, subject to §7.25				P	C	
Recreation, Outdoor-Minor		P	P	P	P	P
Recreational vehicle park and campgrounds, subject to §7.35					C	C
Institutional Uses and Utilities						
Ambulance service, subject to §7.04	P	P	P	P	P	P
Assisted living facility	P	P	P			
Cemetery	P	P	P			
Community center	P	P	P			
Day care center	P	P	P			
Extended care facility	P	P	P			
Hospital	C	C	C	C	C	
Institutional uses, major, subject to §7.24	P	C	P			
Institutional uses, minor	P	P	P			
Place of worship, subject to §7.34	P	P	P			
Public facility	P	C	P	P	P	
Public utility facility, Major	C	C	C	C	C	C
Public utility facility, Minor	P	P	P	P	P	P
Public utility service yard or garage	C	C	P	P	P	C
Recycling center, subject to §7.36				C	P	P
Schools, public or private	P	P				
Substance abuse treatment, In-patient	P		P			
Substance abuse treatment, Outpatient	P	P	P	P	C	C
Telecommunication tower, subject to §7.06	P		C	P	P	P
Industrial Uses						
Bakery, Major				P	P	P
Bottling plant				C	P	P
Borrow pit					C	C
Bulk storage of chemicals or fuels, subject to §7.07					C	C
Commercial incinerator, subject to §7.09					C	C
Food processing and packaging, subject to §7.17					C	C
Junkyard, subject to §7.22					C	C
Manufacture of building materials, subject to §7.26					C	P
Manufacture or storage of explosives, subject to §7.27					C	C
Manufacturing, General					C	P
Meat or poultry processing					C	P
Printing and publishing plant				P	P	P
Recycling plant					C	C
Research laboratory					C	P
Resource extraction (mines and quarries), subject to §7.29					C	C

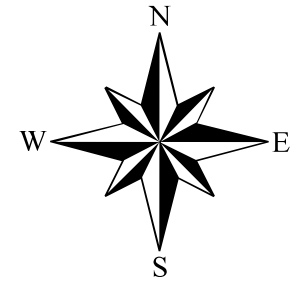
Any action on this item will be a recommendation to City Council.

Subject property as
seen from Highway
43 North, looking
Southeast.



City of Northport Planning Commission

Rezoning / Preliminary Plat



Parcels

□ Parcels

Zoning

■ Agriculture

■ General Commercial

■ Residential Multi-Family

■ Residential Single-Family - 1

■ Residential Single-Family - 2

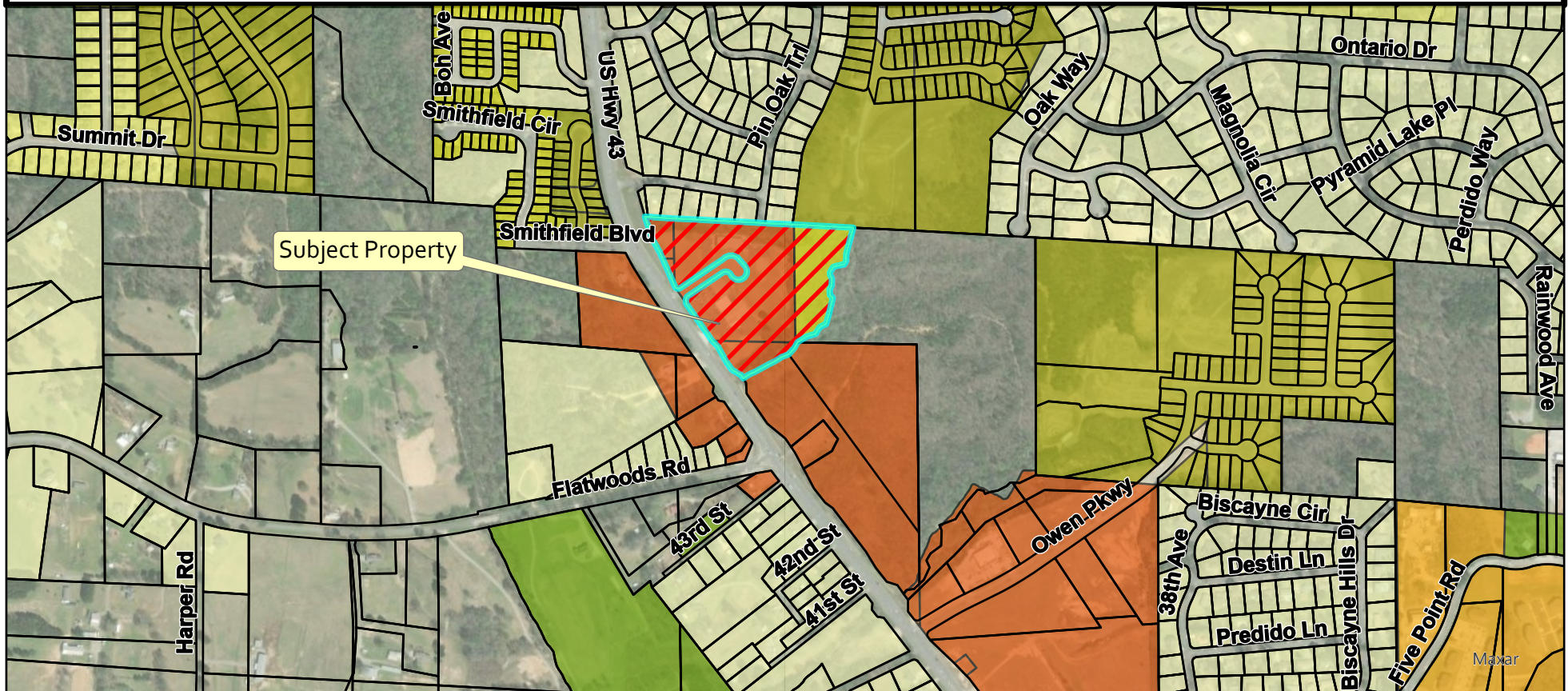
■ Residential Single-Family - 4

■ Residential Single-Family - SD

▨ Parcels selection

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





Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

CITY OF NORTHPORT

CERTIFICATION OF RECORD

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

Ordinance ---- Entitled: Ordinance for Rezoning of approximately 3.36 acres located at Station Circle, east of Highway 43 N, from Family Single Residential (RS-1) to General Commercial (C-3)

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

I further certify that the said original was duly adopted by the Northport City Council in public session on February 3, 2025, a quorum being present, as recorded in the official minutes of the City Council.

Certified this 3rd day of February, 2025.

S E A L

Glenda D. Webb
City Administrator/Clerk



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

AGENDA ITEM NO. 11.c.2.

MEETING DATE: March 3, 2025

SUBJECT: Second Reading, Ordinance requesting approval of a Special District Plan for approximately 84.77 acres for The Terrace at Northcreek, located at the east dead end of Northcreek Boulevard.

Unfinished Business: X

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

Longleaf Engineering is requesting approval of a Special District Plan for approximately 84.77 acres for The Terrace at Northcreek, located at the east dead end of Northcreek Boulevard.

Recommendation:

The Northport Planning and Zoning Commission met on January 14, 2025 and made a favorable recommendation that the request for approval of a Special District Plan be granted.

Funding Source/GL Code:

GL Code No. NA Amount: \$

Motion for Consideration:

I make a motion to approve the Special District Plan for approximately 84.77 acres for The Terrace at Northcreek, located at the east dead end of Northcreek Boulevard.

ORDINANCE NO. _____

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

WHEREAS, The City of Northport Zoning Ordinance authorizes optional methods of land development focused on providing additional community benefits through Special District Zoning, and

WHEREAS, The minimum requirements of Special District Zoning include a demonstration of those community benefits in exchange for the flexibility conferred by the zoning, and

WHEREAS, the Developer must demonstrate to the Planning Commission and City Council how the proposed development meets the community benefit and other requirements for Special District Zoning.

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

1. The Developer has submitted an application for Special District Zoning.
2. The Developer has effectively demonstrated how the proposed development meets the community benefit and other requirements for Special District Zoning, as specified in the Zoning Ordinance.
3. Pursuant to Section 11-52-78 of the Code of Alabama, 1975, as amended, the Comprehensive Zoning Ordinance of the City of Northport, Alabama, is hereby amended in the following manner: That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcels being more particularly described as attached in Exhibit "A" in Tuscaloosa County, Alabama, and with such conditions as shown and described in Exhibit "B" and as described in the City of Northport Zoning Ordinance, to revise the Special District Plan for approximately 84.77 acres for The Terrace at Northcreek, located at the east dead end of Northcreek Boulevard.

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

ADOPTED this the _____ day of _____, **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

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

Glenda D. Webb, City Administrator

1st Reading: February 3, 2025

Motion:

2nd Reading: March 3, 2025

Motion By:

Second By:

Publication:

Exhibit “A”

TRACT 1

Commencing at an iron pipe the southeast corner of the NE1/4 of the NE1/4 of Section 32, T20S, R10W, Tuscaloosa County, Alabama; thence run N 0°32'47" E for 99.51 feet along the east line of said Section 32 to an iron bar and the Point of Beginning; thence run N 0°38'28" E for 564.57 feet along said east line to a capped rebar; thence run N 0°33'08" E for 99.94 feet along said east line to a capped rebar; thence run N 0°40'50" E for 194.66 feet along said east line to a capped rebar; thence run N 61°31'20" E for 266.28 feet to a set capped rebar; thence run in a northeasterly direction along the arc of a curve to the left, having a radius of 305.00 feet, an arc length of 137.36 feet, and a chord bearing and distance of N 48°29'35" E, 136.20 feet to a capped rebar; thence run N 40°53'04" E for 44.97 feet to a set capped rebar; thence run S 49°06'56" E for 76.41 feet to a set capped rebar; thence run in a southeasterly direction along the arc of a curve to the left, having a radius of 184.44 feet, an arc length of 404.34 feet, and a chord bearing and distance of S 27°12'55" E, 328.10 feet to a capped rebar; thence run S 89°54'23" E for 137.91 feet to a capped rebar; thence run S 0°05'37" W for 124.91 feet to a capped rebar; thence run S 42°33'40" W for 81.46 feet to a capped rebar; thence run S 0°10'03" W for 414.97 feet to a capped rebar; thence run S 3°36'51" W for 60.00 feet to a capped rebar; thence run S 3°36'51" W for 150.00 feet to a capped rebar; thence run N 86°23'09" W for 652.35 feet to an iron bar; thence run S 0°32'47" W for 99.51 feet to the Point of Beginning. Said described property contains 14.17 acres, more or less, and lies NW1/4 of the NW1/4 of Section 33, T20S, R10W, Tuscaloosa County, Alabama.

TRACT 2

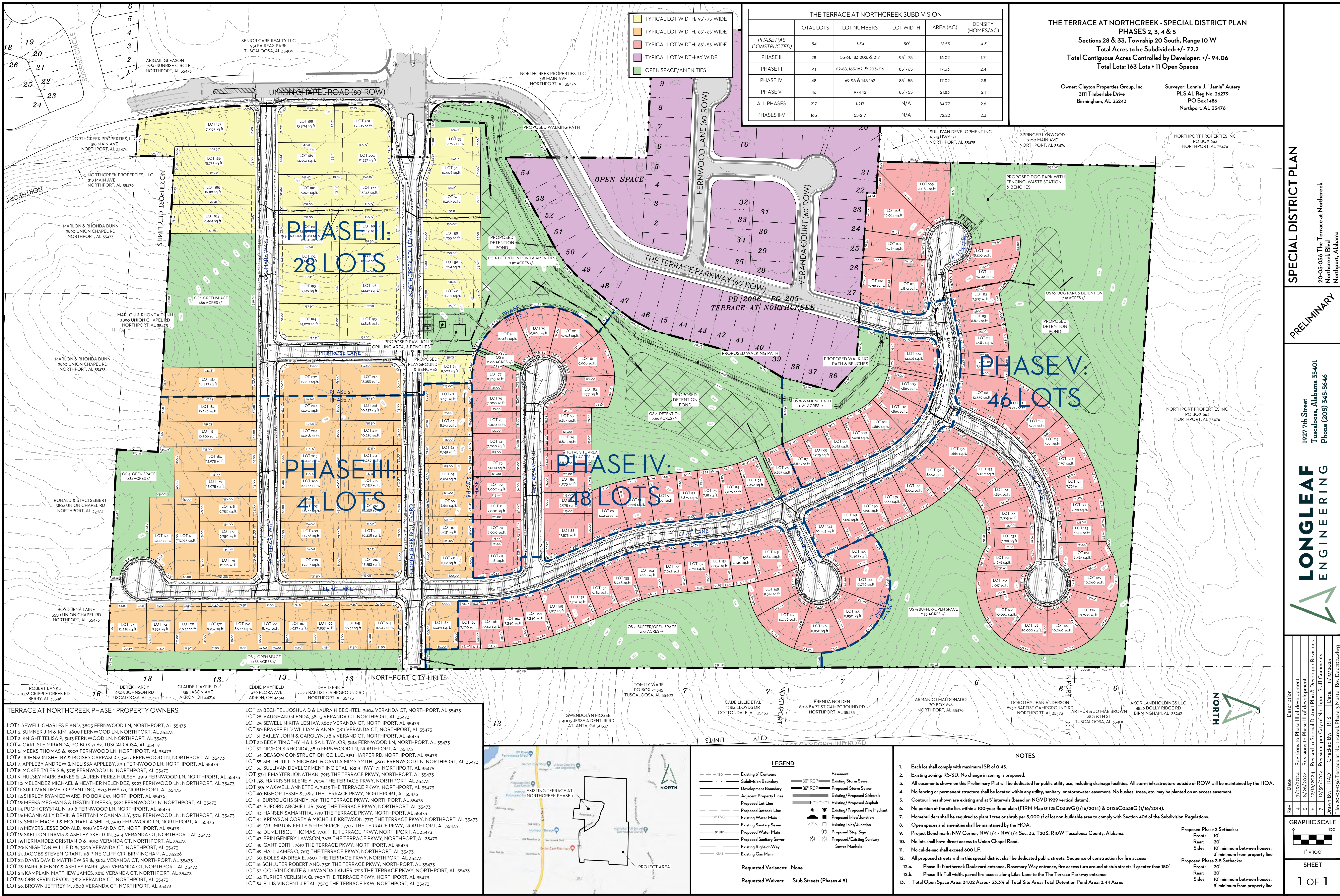
Beginning at an iron pipe the southeast corner of the NE1/4 of the NE1/4 of Section 32, T20S, R10W, Tuscaloosa County, Alabama; thence run N 86°17'04" W for 95.72 feet along the south line of said NE1/4 of the NE1/4 to a capped rebar on the east right-of-way of Union Chapel Road; thence run in a northerly direction along said east right-of-way, being the arc of a curve to the right, having a radius of 1260.00 feet, an arc length of 291.25 feet, and a chord bearing and distance of N 6°28'41" W, 290.60 feet to a capped rebar; thence run N 0°08'04" E for 319.50 feet along said east right-of-way to a capped rebar; thence run in a northeasterly direction, being the arc of a curve to the right, having a radius of 50.00 feet, an arc length of 78.55 feet, and a chord bearing and distance of N 45°08'54" E, 70.72 feet to a capped rebar; thence run S 89°48'19" E for 84.69 feet to a capped rebar on the east line of said NE1/4 of the NE1/4; thence run S 0°38'28" W for 564.57 feet along said east line to an iron bar; thence run S 0°32'47" W for 99.51 feet along said east line to the Point of Beginning. Said described property contains 1.91 acres, more or less, and lies in the NE1/4 of the NE1/4 of Section 32, T20S, R10W, Tuscaloosa County, Alabama.

Phases 3, 4 & 5

Beginning at a set capped rebar at the northwest corner of the SW1/4 of the SW1/4 of Section 28, T20S, R10W, Tuscaloosa County, Alabama; thence run S 85°59'01" E for 1302.13 feet along the north line of said SW1/4 of the SW1/4 to o rebar at the northeast corner of said SW1/4 of the SW1/4; thence run S 0°17'39" W for 1317.48 feet along the east line of said SW1/4 of the SW1/4 to o rebar at the southeast corner of said SW1/4 of the SW1/4; thence run S 0°10'43" W for 1322.87 feet along the east line of the NW1/4 of the NW1/4 of Section 33, T20S, R10W to an iron bar at the southwest corner of said NW1/4 of the NW1/4; thence run N 87°06'04" W for 574.48 feet along the south line of said NW1 / 4 of the NW1 / 4 to an iron pipe; thence run N 3°45'13" E for 107.21 feet to a capped rebar; thence run N 86°23'09" W for 116.27 feet to a set capped rebar; thence run N 3°36'51" E for 150.00 feet to a set capped rebar; thence run N 3°36'51" E for 60.00 feet to o set capped rebar; thence run N 0°10'03" E for 414.97 feet to a set capped rebar; thence run N 42°33' 40" E for 81.46 feet to a set capped rebar; thence run N 0°05'37" E for 124.91 feet to a set capped rebar; thence run N 89°54'23" W for 137.91 feet to a set capped rebar; thence run in o northwesterly direction along the are of o curve to the right, having o radius of 184.63 feet, an arc length of 404.02 feet, and a chord bearing and distance of N 27°12'55" W, 328.10 feet to a set capped rebar; thence run N 49°06'56" W for 76.41 feet to a set capped rebar; thence run N 40°53'04" E for 24.89 feet to a set capped rebar; thence run N 36°44'16" E for 73.57 feet to a capped rebar; thence run N 28°43'26" E for 52.90 feet to a capped rebar; thence run N 15°34'28" E for 257.48 feet to a capped rebar; thence run N 31°53'44" E for 107.16 feet to a capped rebar; thence run N 15°30'02" E for 138.79 feet to a capped rebar; thence run N 47°22'09" W for 87.61 feet to a capped rebar; thence run N 85°56' 11" W for 104.23 feet to a capped rebar; thence run N 86°06'27" W for 346.93 feet to a capped rebar; thence run N 3°09'32" E for 24.64 feet to o capped rebar; thence run N 86°08'51" W for 82.47 feet to a set capped rebar on the west line of said SW1 / 4 of the SW1/4 of Section 28; thence run N 1°24'09" E for 719.58 feet along said west line to the Point of Beginning. Said described property contains 55.28 acres, more or less, and lies partly in the SW1/4 of the SW1/4 of Section 28 and portly in the NW1/4 of the NW1/4 of Section 33, oil in T20S, R10W, Tuscaloosa County, Alabama

Also known as Parcel ID numbers 63-20-08-33-2-001-013.000; 63-20-08-28-3-002-001.000; 63-20-09-32-1-001-001.00; 63-20-09-32-1-001-001.006

Exhibit “B”



The Terrace at Northcreek Phase 2-5

The Terrace at Northcreek site is listed in the comprehensive plan as “medium to high density residential” which typically includes lots sizes ranging from 3.0 – 5.5 dwelling units per acre and greater than 5.5 dwelling units per acre. The proposed special district plan has an overall density of 2.6 dwelling units per acre and was designed to conform with and transition between the higher density subdivision to the west and the lower density subdivision to the east.

Due to the limitations of the existing topography and environmentally-sensitive areas on this site, the special district allows for more efficient use of the property while still maintaining high quality homes, amenities, and open spaces. One of the main priorities of the subdivision is preserving large areas of open space and the existing stream along the northern property line. These common spaces will provide residents with significant buffers and passive open space through the installation of walking trails and a dog park. The proposed amenities also include a centrally-located open space with several parking spaces, a pavilion, a grilling area, a playground, and benches. This area will be connected to the proposed sidewalk network within the subdivision and connecting to the existing Terrace at Northcreek Phase 1.

This Special District Plan is being proposed to modify the subdivision setback and building material requirements listed on the current master plan. Please see below the setback requirements of the current master plan, the new zoning ordinances, and the proposed special district plan.

Setback/Yard Requirements for Terrace at Northcreek				
	Current Master Plan	Revised SD Subdistrict (Table 6-5)	Proposed Special District Plan – Phase 2	Proposed Special District Plan – Phases 3-5
Front	25’	20’	10’	20’
Side	7’	7’	10’ min between houses, 3’ min from property line	10’ min between houses, 3’ min from property line
Rear	25’	25’	20’	20’

The proposed setback changes are a result of the modified house plans. The proposed house plans are larger than what was initially proposed in the master plan. The new house plans in Phase 2 include drive-by plans with garages in the rear third of the footprint. The modified floor plan and front yard setback changes allow the houses to be shifted forward, providing a classic streetscape with quaint front porches and easier access to rear garages. The provided presentation includes photographs and floorplans of actual homes and neighborhoods that Harris Doyle has constructed in the Birmingham and Auburn markets with similar setbacks and house plans.

The current master plan requires all new homes have full-brick exteriors. The proposed special district plan includes a modification to this requirement to create a more interesting streetscape. For Phases 2 through 5, the proposed building materials will include a mix of all masonry elevations, mixed fiber cement and

masonry elevations, and all fiber cement elevations. A variety of elevations for the same house plans will give each buyer a unique home while an Architectural Review Committee will restrict the construction of the same plans adjacent to or across the road from each other. Included in this special district plan submission is a sample set of protective covenants. A similar version, specifically for The Terrace at Northcreek, shall be adopted by the Homeowners Association.

As required in the new zoning ordinances, waivers from the subdivision regulations should now be listed on the Special District Plan. A waiver for stub streets in Phases 4 and 5 has been added to the plan. The proposed street network includes connections to Union Chapel Road to the west and The Terrace Parkway to the northwest. Two stub streets are proposed to the east and south. Additional stub streets to the north and northeast are limited by existing topography or streams/wetlands. In an attempt to minimize disturbing these areas and maintaining buffers around the site, stub streets are not proposed to the north or northeast. Additionally, stub streets are only required where abutting unplatted land. The majority of the property east of the site is platted and therefore, stub streets are not required in this area.

Information provided by:

Harris Doyle Homes

3111 Timberlake Drive

Birmingham, AL 35243



HARRIS DOYLE HOMES

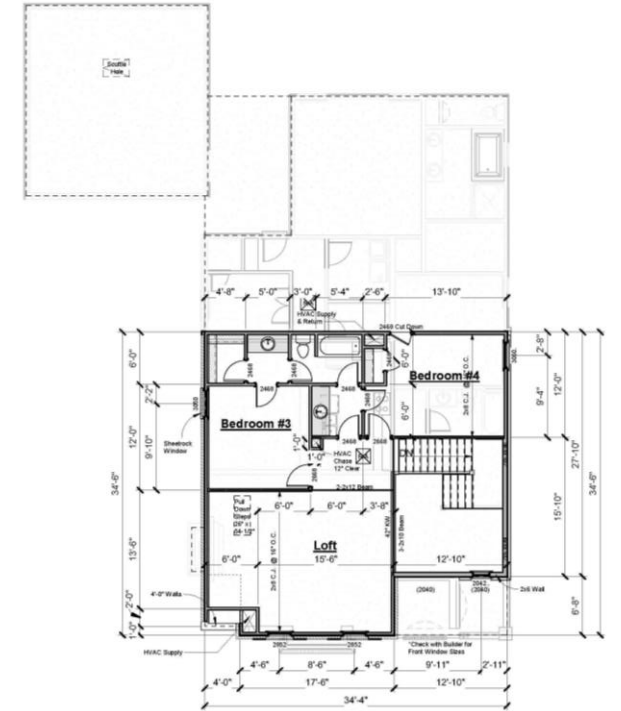
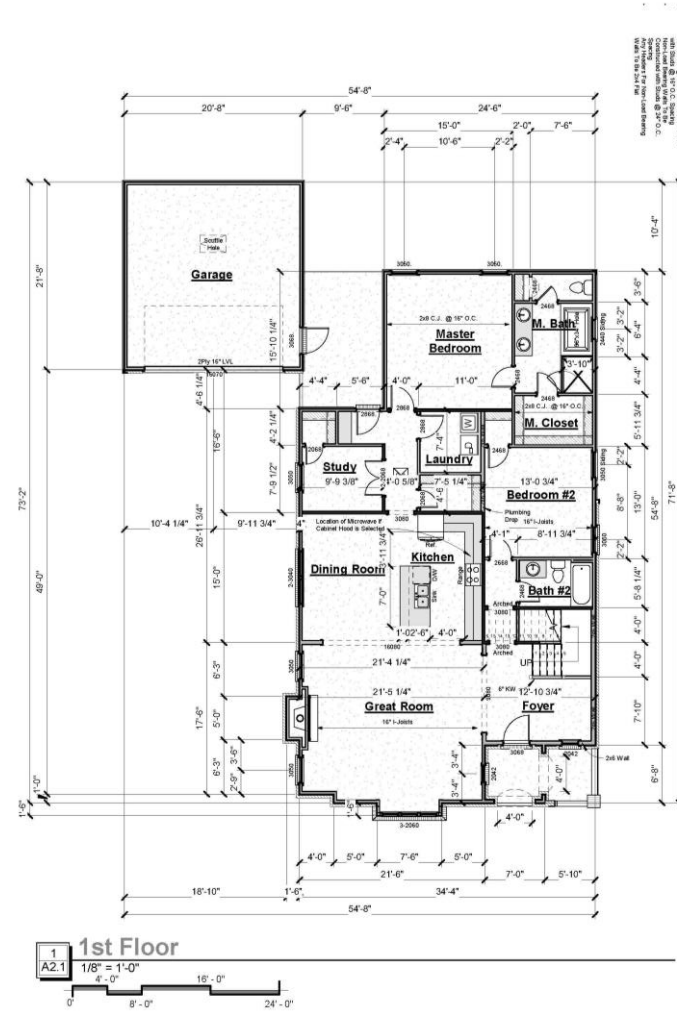
THE TERRACE AT NORTHCREEK

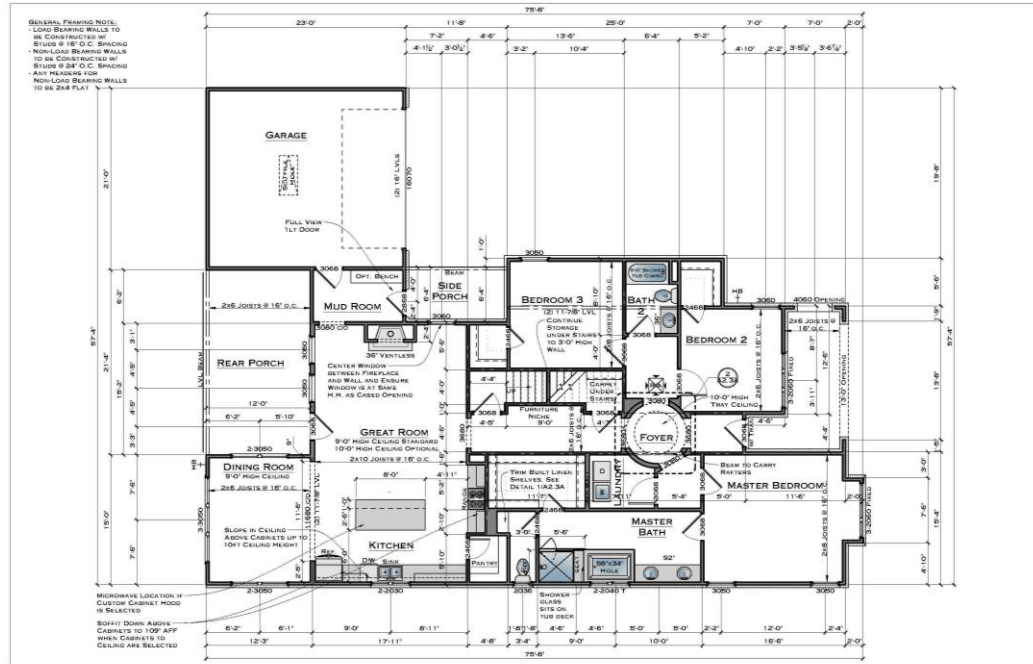
PHASE 2: 75' LOT WIDTHS

Minimum Yard Setbacks		
Front	Side	Rear
10'	10' minimum between houses, 3' min from property line	20'

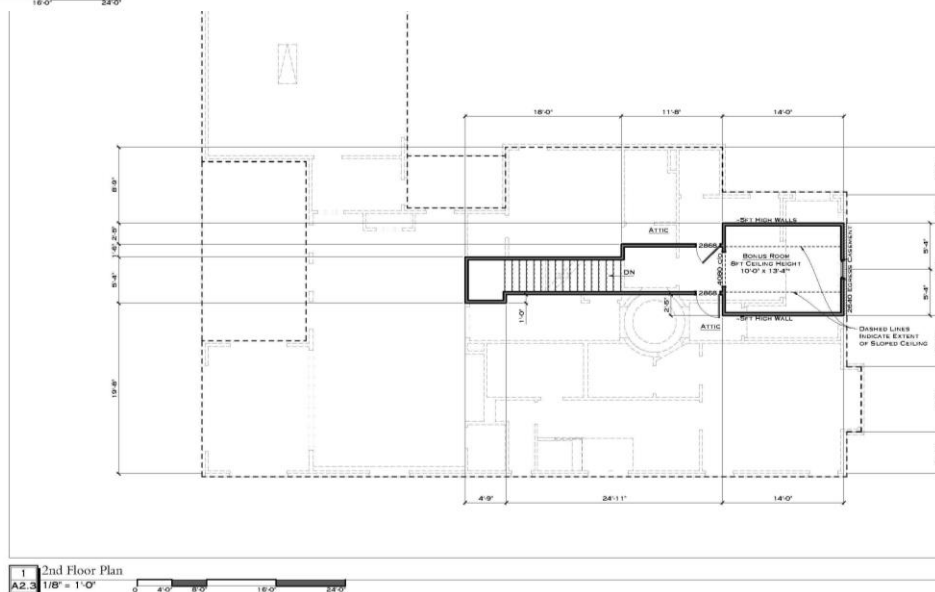


Jefferson A





1 1st Floor Plan
 A2.3 1/8" = 1'-0"



1 2nd Floor Plan
 A2.3 1/8" = 1'-0"

Sheffield A



PHASE 3: 65' LOT WIDTHS

Minimum Yard Setbacks		
Front	Side	Rear
20'	10' minimum between houses, 3' min from property line	20'

Clermont A



Griffin A



Tucker C



PHASE 4 & 5: 55' LOT WIDTHS

Minimum Yard Setbacks		
Front	Side	Rear
20'	10' minimum between houses, 3' min from property line	20'

Avery



Bradford A



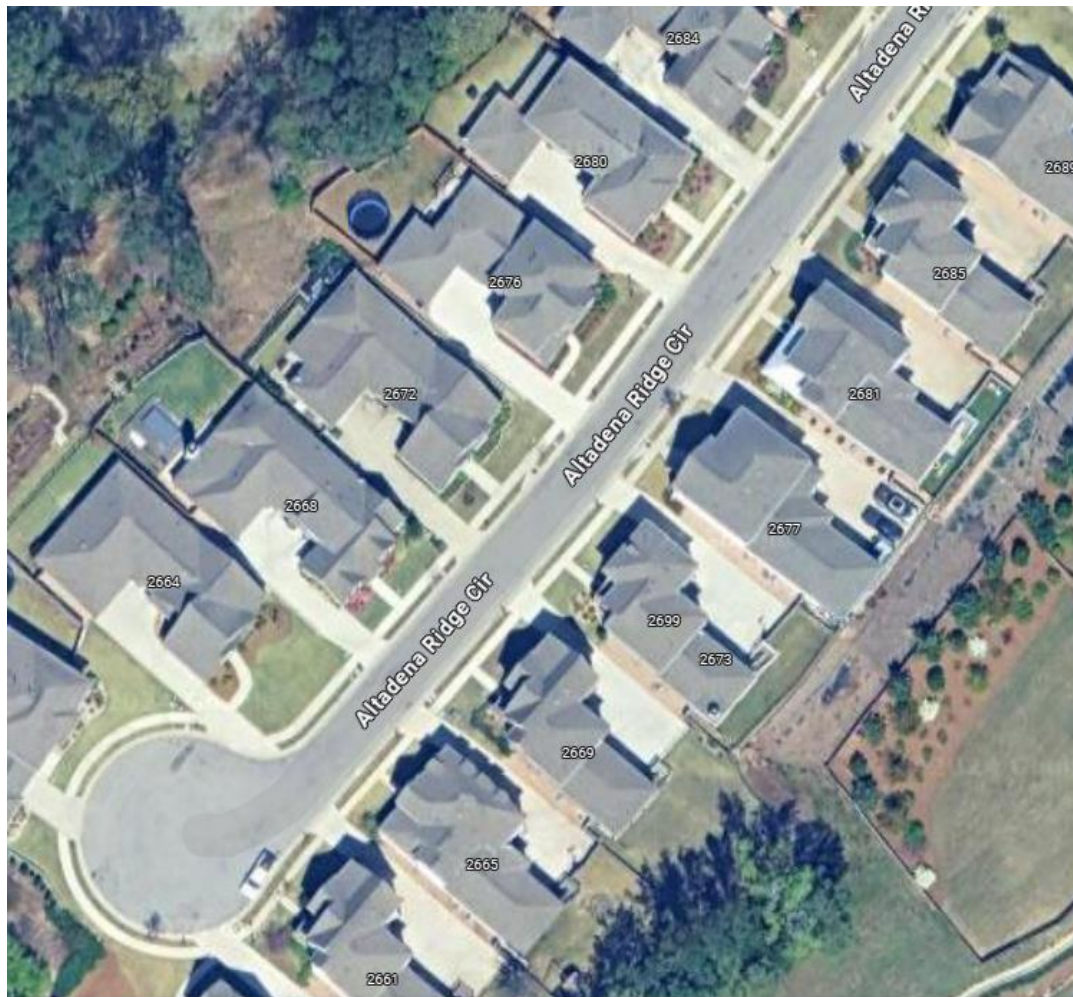
Tucker A



Existing Subdivisions



Existing Subdivisions



Existing Homes



Existing Homes



Existing Homes



City of Northport
Planning and Zoning Commission – January 14, 2025
Staff Report

Case: S-24-17 – The Terrace at Northcreek

Applicant: Lingleaf Engineering

Location: The east dead end of Northcreek Blvd

Request: Special District Plan Revision

Lingleaf Engineering is requesting a revision to the Special District Plan for The Terrace at Northcreek. The total acreage for the plan is 72.2 acres. The plan includes 163 single-family residential lots plus 11 open space lots. The property is located at the east dead end of Northcreek Boulevard. The Commission previously approved a master plan for this development in September of 2024. The changes proposed within this revision are detailed below:

- **Setbacks** – The requested changes to setbacks are shown in the table below:

Setback/Yard Requirements for Terrace at Northcreek				
	Current Master Plan	Revised SD Subdistrict (Table 6-5)	Proposed Special District Plan – Phase 2	Proposed Special District Plan – Phases 3-5
Front	25'	20'	10'	20'
Side	7'	7'	10' min between houses, 3' min from property line	10' min between houses, 3' min from property line
Rear	25'	25'	20'	20'

- **Materials** – The development was previously approved with a requirement for all-brick exteriors. The petitioner is requesting a change to allow a mixture of masonry and fiber cement siding. Some examples of the proposed materials are shown in the presentation that accompanies the application for this agenda item.

This area is primarily shown as “High to medium density transition” on the future land use plan contained within Northport Compass. The proposed development appears to be compatible with the comprehensive plan.

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

City of Northport Planning & Zoning Commission

Special District Plan

Zoning

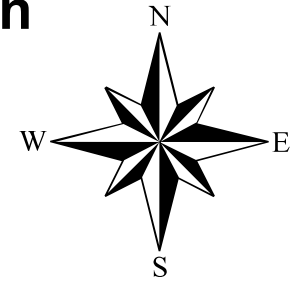
 Agriculture

 General Commercial

 Revision Residential Single-Family - 1

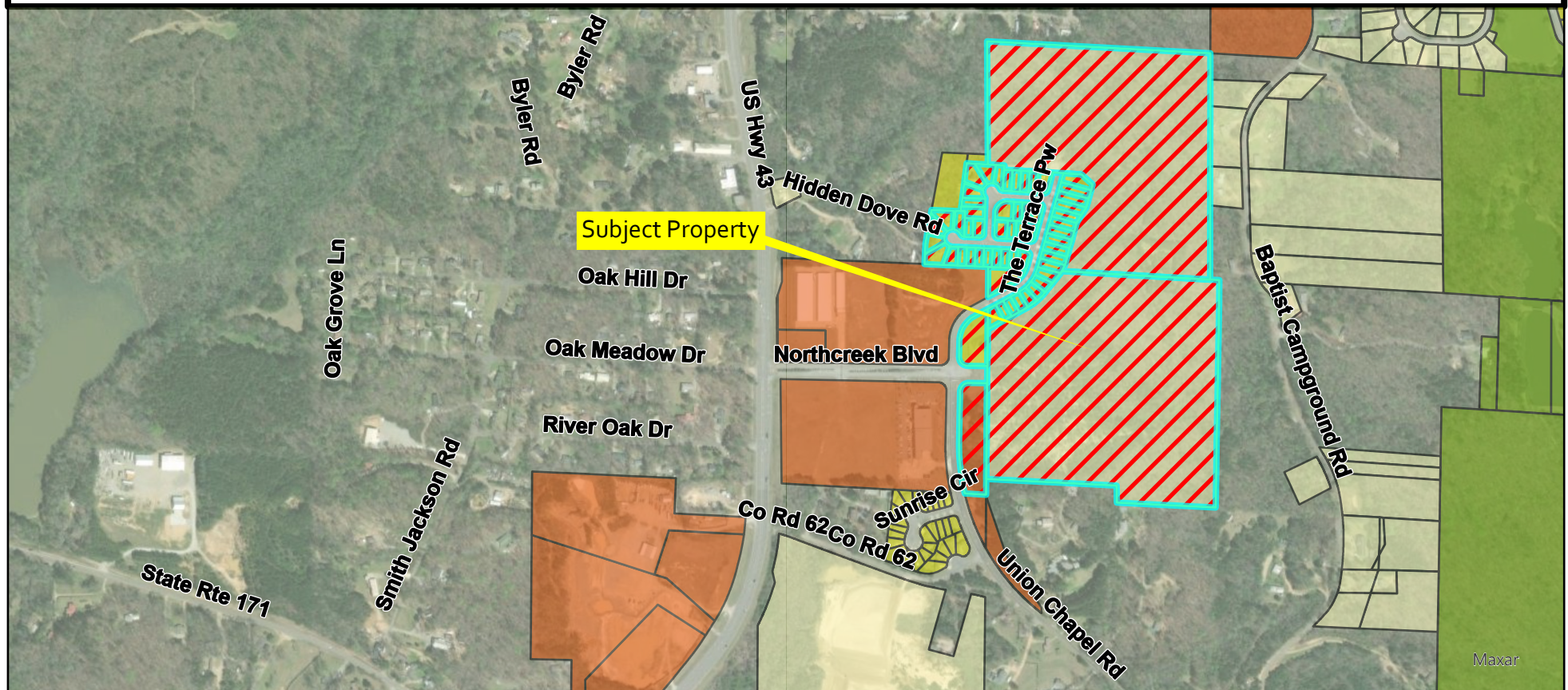
 Residential Single-Family - 4

 Subject Property



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0 500 1,000 2,000
Feet



City of Northport Planning Commission

Special District Plan

Parcels

□ Parcels

FLU_240408

Conservation

Conservation Floodway

General Mixed-Use

Limited Mixed-Use

High Density Residential

High to Medium Density Transition

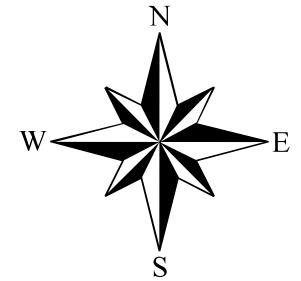
Medium Density Residential

Medium to Low Density Transition

Low Density Residential

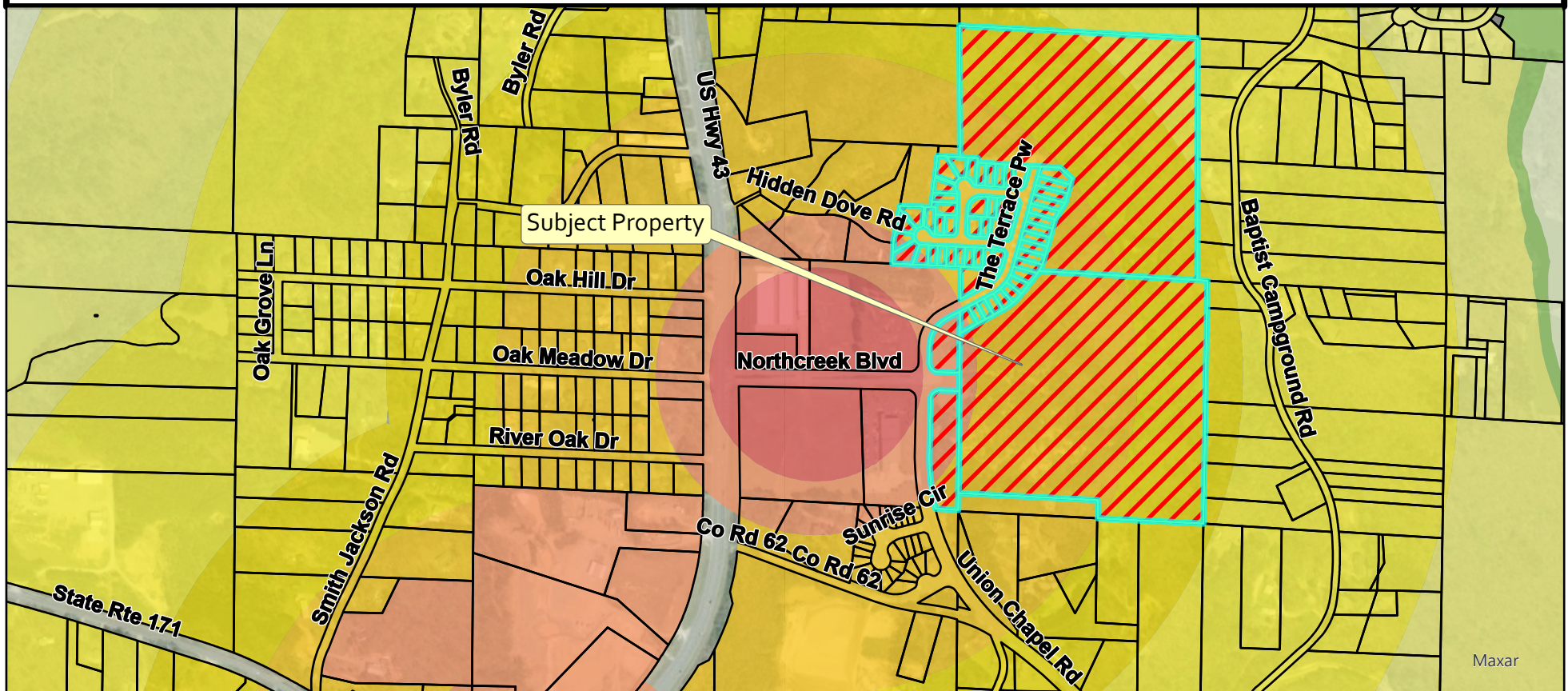
Utilities

Subject Property



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0 1,000 2,000 4,000 Feet







Current site as seen from
Northcreek Blvd looking
northeast.

Google

A photograph of a road intersection. In the foreground, a two-lane road with double yellow lines runs horizontally. A white arrow on the road points left. To the left, a red triangular yield sign is on a small island. A utility pole stands on the island. In the background, a paved road curves to the left, where a white truck is visible. Beyond the road is a large, flat, grassy field. In the distance, a long, low building is visible behind a line of trees. The sky is overcast with grey clouds. An orange callout box with a pointer directed at the distant building contains the text "Current site as seen from HWY 43 looking east."

Current site as seen from HWY
43 looking east.



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

CITY OF NORTHPORT

CERTIFICATION OF RECORD

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

Ordinance ---- Entitled: Ordinance for Revising the Special District Plan for approximately 84.77 acres for The Terrace at Northcreek, located at the east dead end of Northcreek Boulevard.

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

I further certify that the said original was duly adopted by the Northport City Council in public session on February 3, 2025, a quorum being present, as recorded in the official minutes of the City Council.

Certified this 3rd day of February, 2025.

S E A L

Glenda D. Webb
City Administrator/Clerk



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

AGENDA ITEM NO. 11.c.3.

MEETING DATE: March 3, 2025

SUBJECT: Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 1603 7th Street

Unfinished Business: X

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 1603 7th Street is unsafe and dangerous to public health. The owner has obtained a building permit, submitted a list of repairs to be completed, and has begun work to bring the structure up to building code. The owner is requesting a 90 day extension to make the needed repairs. We are recommending this item be tabled until the June 2, 2025 Council meeting.

Recommendation:

Staff is recommending that this structure be demolished.

Funding Source/GL Code:

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

Motion for Consideration:

I make a motion to table this item until the June 2, 2025 Council meeting.

ORDINANCE NO.

ORDINANCE ORDERING DEMOLITION OF UNSAFE STRUCTURES

WHEREAS, pursuant to Article II (Demolition of Unsafe Buildings) of the Northport City Code and Sections 11-53B-1, et seq., Code of Alabama (1975), as amended, the appropriate City official of the City of Northport has found that the following building, structure, or part thereof, or party wall or foundation, in the City of Northport, is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance:

1603 7th Street, Northport, AL 35476

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

WHEREAS, on the ____ day of _____, 2025, a public hearing was held by the Northport City Council, at which time the Chief of Building Inspections for the City of Northport appeared and set forth reasons for his findings.

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

1. That the Northport City Council finds that the following building, structure, or part thereof, or party wall or foundation, in the City of Northport, to-wit: **1603 7th Street, Northport, AL 35476** is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance.
2. That the aforementioned building, structure, or part thereof, or party wall or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Sections 11-53B-1, et seq., Code of Alabama (1975), as amended.
3. The provisions of this Ordinance are separable. If any part or parts of this Ordinance are declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining part or parts thereof shall continue in full force and effect.
4. This Ordinance expressly does not repeal any other provisions of the Code of Ordinances of the City of Northport, Alabama.
5. This Ordinance shall become effective immediately upon its passage or otherwise becoming law.

ORDAINED AND DONE this _____ day of _____, 2025.

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this the ____ day of _____, 2025

Dr. John Hinton, Mayor

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

Glenda Webb.
City Administrator-Clerk

1st Reading: February 17, 2025
Motion:
2nd Reading: March 3, 2025
Motion By:
Second By:
Publication:



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

PURSUANT to Article II (Demolition of Unsafe Buildings) of the Northport City Code, the Building Inspector for the City of Northport has found that the structure(s), building(s), party wall(s) and/or foundation(s), or parts thereof, located at **1603 7th Street** in the City of Northport, which real property was last assessed for state taxes by **Memnon Tierce, III**, is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare to the extent that it is a public nuisance.

All persons, firms, associations and corporations owning an interest in said real property are hereby called upon to do the following with respect to said structure(s), building(s), party wall(s) and/or foundation(s): (1) remedy the unsafe or dangerous condition of such building(s) or structure(s); (2) demolish the same within a reasonable time but no later than 45 days from the date of this notice; or (3) suffer such building(s) or structure(s) to be demolished by the City with the cost thereof plus the cost of all legal notices to be assessed against the property.

On the **3rd** day of **March, 2025**, the Northport City Council will hold a public meeting at City Hall, 3500 McFarland Blvd., Northport, Alabama 35476, to determine whether or not such building(s) or structure(s) is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare to the extent it is a public nuisance. All parties who wish to object to the Building Inspector's findings may do so by filing a written objection with the City Administrator, P.O. Box 569, Northport, Alabama 35476 and/or by attending said hearing in person. All parties who wish to object to the Building Inspector's findings at said hearing in person must request the same in writing at least five (5) calendar days prior to said hearing.

Tyler Mitchell, Chief Building Inspector



CITY OF NORTHPORT

OWNER: Memnon Tierce, III

MAILING ADDRESS: 1603 7th Street, Northport, AL 35476

LOCATION OF STRUCTURE: 1603 7th Street, Northport, AL 35476

January 8, 2025

NOTICE

DO NOT REMOVE

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

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

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

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

Tyler Mitchell
BUILDING OFFICIAL

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: 1603 7th Street
OWNER: Memnon Tierce, III

PROPERTY MAINTANANCE CODE

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



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

January 8, 2025

Memnon Tierce, III

P.O. Box 1996

Tuscaloosa, AL 35403

**RE: NOTICE OF UNSAFE STRUCTURE AT – 1603 7th Street
TAX PARCEL I.D. # 63-31-05-15-3-007-011.000**

To Whom It May Concern:

This letter is to notify you pursuant to Article II (Demolition of Unsafe Buildings) of the Northport City Code that I have inspected the structure(s) located on the above-referenced property and determined that said structure(s) is unsafe, dangerous, offensive or injurious to the public health, comfort and welfare to the extent it is a public nuisance. I have enclosed with this letter a photograph of the subject structure(s).

You have forty-five (45) days from your receipt of this notice to either remedy all unsafe conditions as more particularly described on the attached list or to demolish and remove said structure and all associated debris. If the repairs cannot be made in that time period, you must submit a work plan within forty-five (45) days, which shall be subject to the City's approval. If at the end of such forty-five (45) day period an unsafe structure, or portion thereof, remains on the subject property, I will recommend to the City Council at its next regularly scheduled meeting that said structure(s) be demolished by the City and a lien in the form of a special assessment be placed against the parcel upon which said structure(s) is presently located.

If the City is forced to demolish the subject structure(s) and a special assessment is placed against the parcel upon which it is located, the special assessment must be paid within thirty (30) days of its being approved by the City Council in accordance with Alabama Code, Section 11-53B-7. If it is not paid, the City will consider proceeding to collect the assessment as provided in Section 11-53B-8, Code of Alabama (1975), as amended, which may include the sale of said parcel at public auction.

Memnon Tierce, III

January 8, 2025

Page Two

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

Sincerely,

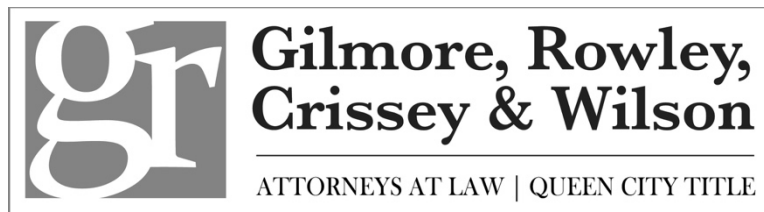
Tyler Mitchell
Chief Building Official

Enclosures: (Photograph and Inspection Report)

cc: City Administrator

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

Tara R. Carpenter
Queen City Title Manager



December 18, 2024

VIA EMAIL TO tmitchell@cityofnorthport.org

Tyler Mitchell
City of Northport – Chief Building Official
3500 McFarland Blvd
Northport, AL 35476

**RE: Request for Title Report
1603 7th Street, Northport, AL 35476**

Dear Tyler:

Per your request, we have examined title from July 18, 2018 through December 9, 2024 and offer the following summary on the above referenced property. Copies of referenced documents may be provided upon request.

Address: 1603 7th Street, Northport, AL 35476

Tax Id: 63 31 05 15 3 007 011.000

Legal: All of Lot Numbered Six (6) of the Robinson Subdivision in Northport, Ala., as shown by plat or map recorded in the Tuscaloosa County Probate Office in Tuscaloosa, Ala., in Plat Book No. 5 at Page 103. Said lot fronts 55 feet on May Street and extends back 130 feet to Myrtlewood Subdivision and is 46.6 feet wide at back.

Assessed to: Memnon Tierce, III
P.O. Box 1996
Tuscaloosa, AL 35403

Tax Amount: Property taxes for 2024 in the amount of \$275.66 are currently due.

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

Title: The source deed for the property is that certain warranty deed, from Cherry R. Richardson, an unmarried woman, Arthur E. Richardson, Clifford Richardson, John Richardson, Fannie Wade, Milhorn Savage, Dinah Savage, DeWayne Savage, Angela C. Richardson Jones, Bobbie M. Richardson, Anthony Richardson, DeVaughn Labon, Violet Chadwick, Valerie Savage-Swanigan, Bobby Savage, and Frederick Savage to Memnon Tierce, III, dated April 27, 2018 and recorded on July 20, 2018 in Deed Book 2018, at Page 16035 in the Probate Office of Tuscaloosa County, Alabama.

Mortgages: None.

Judgments
/ Liens: None.

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

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

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

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

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

This report is made effective as of **8:00 a.m. December 9, 2024.**

Very truly yours,

/s/ Adrian M. Rowley

Adrian M. Rowley

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











Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

CITY OF NORTHPORT

CERTIFICATION OF RECORD

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

Ordinance: _____ Entitled: Ordinance ordering demolition of unsafe structures located at 1603 7th Street.

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

I further certify that the said original was duly adopted by the Northport City Council in public session on _____ 2025, a quorum being present, as recorded in the official minutes of the City Council.

Certified this _____ day of _____, 2025.

S E A L

Glenda D. Webb
City Administrator/Clerk



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

AGENDA ITEM NO. 11.c.4.

MEETING DATE: March 3, 2025

SUBJECT: Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 3905 Hunter Creek Road

Unfinished Business:
Public Hearing: X

New Business:
First Reading:

Consent Agenda:
Second Reading: X

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

The Chief Building Official has found that the structure located at 3905 Hunter Creek Road is unsafe and dangerous to public health. A public hearing was held on January 6, 2025. The Council voted to table the demolition until the March 3rd meeting. Since that time, the property was purchased by John Newman. Mr. Newman has obtained a building permit and has begun work on the structure. Mr. Newman is requesting a 90 day extension to complete work on the structure. We are requesting the Council table this item until the June 2, 2025, Council meeting.

Recommendation:

Funding Source/GL Code:

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

Motion for Consideration:

I make a motion to table this item until the June 2, 2025, Council meeting.

ORDINANCE NO.

ORDINANCE ORDERING DEMOLITION OF UNSAFE STRUCTURES

WHEREAS, pursuant to Article II (Demolition of Unsafe Buildings) of the Northport City Code and Sections 11-53B-1, et seq., Code of Alabama (1975), as amended, the appropriate City official of the City of Northport has found that the following building, structure, or part thereof, or party wall or foundation, in the City of Northport, is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance:

3905 Hunter Creek Road, Northport, AL 35473

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

WHEREAS, on the 6th day of January, 2025, a public hearing was held by the Northport City Council, at which time the Chief of Building Inspections for the City of Northport appeared and set forth reasons for his findings.

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

1. That the Northport City Council finds that the following building, structure, or part thereof, or party wall or foundation, in the City of Northport, to-wit: **3905 Hunter Creek Road, Northport, AL 35473** is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare of the community to the extent that it is a public nuisance.
2. That the aforementioned building, structure, or part thereof, or party wall or foundation, is hereby ordered demolished, pursuant to the terms and conditions of Sections 11-53B-1, et seq., Code of Alabama (1975), as amended.
3. The provisions of this Ordinance are separable. If any part or parts of this Ordinance are declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining part or parts thereof shall continue in full force and effect.
4. This Ordinance expressly does not repeal any other provisions of the Code of Ordinances of the City of Northport, Alabama.
5. This Ordinance shall become effective immediately upon its passage or otherwise becoming law.

ORDAINED AND DONE this 6th day of January 2025.

CITY COUNCIL OF THE CITY OF
NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb, City Administrator-Clerk

APPROVED this the 6th day of January 2025

Dr. John Hinton, Mayor

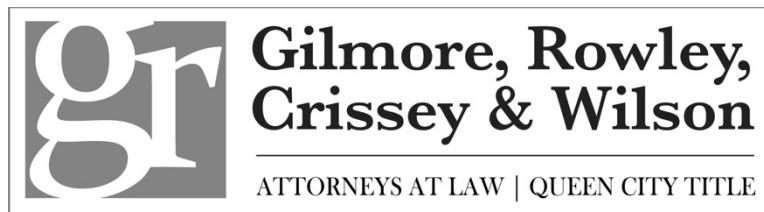
I hereby certify that the above and foregoing Ordinance was published on _____, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

Glenda Webb.
City Administrator-Clerk

1st Reading: December 16, 2024
Motion:
2nd Reading: January 6, 2025
Motion By:
Second By:
Publication:

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

Tara R. Carpenter
Queen City Title Manager



October 22, 2024

VIA EMAIL TO tmitchell@cityofnorthport.org

Tyler Mitchell
City of Northport – Chief Building Official
3500 McFarland Blvd
Northport, AL 35476

**RE: Request for Title Report
3905 Hunter Creek Rd Northport AL 35473**

Dear Tyler:

Per your request, we have examined title from March 19, 1985 through October 15, 2024 and offer the following summary on the above referenced property. Copies of referenced documents may be provided upon request.

Address: 3905 Hunter Creek Rd Northport AL 35473

Tax Id: 63 31 02 03 4 001 037.000

Legal: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF AS IF SET OUT FULLY AT THIS POINT.

Assessed to: Mark A. Guy
13316 Hwy 171
Northport, AL 35475

Tax Amount: Property taxes for 2024 in the amount of \$619.85 are currently due and payable.

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

Title: The source deed for the property is that certain warranty deed, **Susan Dianne Deavours Welch**, an, unmarried woman; **Jo Allison Deavours Sweigard**, an unmarried woman; **Edwin Scott Deavours** a married man; **James K. Harkins, III** a married man; **Sheppard M. Harkins**, an unmarried man; **Alexandria Deavours Hoffman**, a married woman; and Brandon Deavours an unmarried man to **Mark A. Guy**, dated March 28, 2018 and recorded on April 10, 2018 in Deed Book 2018, at Page 7220 in the Probate Office of Tuscaloosa County, Alabama.

Mortgages: None.

Judgments
/ Liens: None.

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

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

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

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

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

This report is made effective as of **8:00 a.m. October 15, 2024.**

Very truly yours,

/s/ Adrian M. Rowley

Adrian M. Rowley

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

EXHIBIT "A"
LEGAL DESCRIPTION

A part of the Southeast Quarter of the Southeast Quarter of Section 3, Township 21 South, Range 10 West, Tuscaloosa County, Alabama, being more particularly described as follows: As the Point of Beginning, start at an iron pipe found on the east right of way margin of Hunter Creek Road, said right of way being measured 40 feet from centerline, said point also being the southwest corner of the Southeast Quarter of the Southeast Quarter of Section 3; thence run northwardly and along the west line of said Quarter Quarter and the east right of way margin of said Hunter Creek Road, 208.29 feet to a 1/2 inch capped rebar set; thence with an interior angle left of 88 degrees, 09 minutes, 46 seconds, run eastwardly 190.54 feet to an iron pipe found; thence with an interior angle left of 92 degrees, 36 minutes, 52 seconds, run southwardly 208.40 feet to an iron pipe found on the Section line of Sections 3 and 10; thence with an interior angle left of 87 degrees, 23 minutes, 08 seconds, run northwestwardly and along said Section line for a distance of 193 .3 7 feet to the Point of Beginning, thus making a closing interior angle left of 91 degrees, 50 minute, 14 seconds. Said Parcel containing 0.92 acres, more or less.

ACCESS EASEMENT

An access easement lying in and running across part of the Northeast Quarter of the Northeast Quarter of Section 10, Township 21 South, Range 10 West, Tuscaloosa County, Alabama, being more particularly described as follows: Begin at an iron pipe found on the east right of way margin of Hunter Creek Road, said right of way being measured 40 feet from centerline, and the southwest corner of the Southeast Quarter of the Southeast Quarter of Section 3; thence run eastwardly along the Section line of Section 3 and 10 for a distance of 62. 78 feet to a calculated point; thence with an interior angle left of 42 degrees, 18 minutes, 18 seconds, run southwestwardly 56. 79 feet to a calculated point; thence with an interior angle left of 222 degrees, 11 minutes, 21 seconds, run southwestwardly 37 .08 feet to a calculated point; thence with an interior angle left of 157 degrees, 10 minutes, 05 seconds, run southwestwardly 21.33 feet to a calculated point on the east right of way margin of said Hunter Creek Road; thence with an interior angle left of 32 degrees, 39 minutes, 49 seconds, run northwardly along said right of way 94.17 feet to the Point of Beginning, thus making a closing interior angle left of 85 degrees, 40 minutes, 26 seconds. Said Easement containing 0.05 acres, more or less.



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

PURSUANT to Article II (Demolition of Unsafe Buildings) of the Northport City Code, the Building Inspector for the City of Northport has found that the structure(s), building(s), party wall(s) and/or foundation(s), or parts thereof, located at **3905 Hunter Creek Road** in the City of Northport, which real property was last assessed for state taxes by **Mark A. Guy.**, is unsafe, dangerous, offensive or injurious to the public health, comfort or welfare to the extent that it is a public nuisance.

All persons, firms, associations and corporations owning an interest in said real property are hereby called upon to do the following with respect to said structure(s), building(s), party wall(s) and/or foundation(s): (1) remedy the unsafe or dangerous condition of such building(s) or structure(s); (2) demolish the same within a reasonable time but no later than 45 days from the date of this notice; or (3) suffer such building(s) or structure(s) to be demolished by the City with the cost thereof plus the cost of all legal notices to be assessed against the property.

On the **16th day of December 2024**, the Northport City Council will hold a public meeting at Northport Municipal Court Room at the Public Safety Building located at, 3721 26th Avenue., Northport, Alabama 35476, to determine whether or not such building(s) or structure(s) is unsafe, dangerous, offensive, or injurious to the public health, comfort or welfare to the extent it is a public nuisance. All parties who wish to object to the Building Inspector's findings may do so by filing a written objection with the City Administrator, P.O. Box 569, Northport, Alabama 35476 and/or by attending said hearing in person. All parties who wish to object to the Building Inspector's findings at said hearing in person must request the same in writing at least five (5) calendar days prior to said hearing.

Tyler Mitchell, Chief Building Inspector



CITY OF NORTHPORT

OWNER: Mark A. Guy

MAILING ADDRESS: 13316 Highway 171, Northport, AL 35475

LOCATION OF STRUCTURE: 3905 Hunter Creek Road, Northport, AL 35473

October 29, 2024

NOTICE

DO NOT REMOVE

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

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

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

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

BUILDING OFFICIAL

EXHIBIT "A"
CONDEMNATION REPORT

JOB LOCATION: **3905 Hunter Creek Road, Northport, AL 35473**
OWNER: **Mark A. Guy**

PROPERTY MAINTANANCE CODE

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



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

October 29, 2024

Mark A. Guy

13316 Highway 171

Northport, AL 35475

**RE: NOTICE OF UNSAFE STRUCTURE AT – 3905 Hunter Creek Road, Northport, AL 35473
TAX PARCEL I.D. # 63-31-02-03-4-001-037.000**

To Whom It May Concern:

This letter is to notify you pursuant to Article II (Demolition of Unsafe Buildings) of the Northport City Code that I have inspected the structure(s) located on the above-referenced property and determined that said structure(s) is unsafe, dangerous, offensive or injurious to the public health, comfort and welfare to the extent it is a public nuisance. I have enclosed with this letter a photograph of the subject structure(s).

You have forty-five (45) days from your receipt of this notice to either remedy all unsafe conditions as more particularly described on the attached list or to demolish and remove said structure and all associated debris. If the repairs cannot be made in that time period, you must submit a work plan within forty-five (45) days, which shall be subject to the City's approval. If at the end of such forty-five (45) day period an unsafe structure, or portion thereof, remains on the subject property, I will recommend to the City Council at its next regularly scheduled meeting that said structure(s) be demolished by the City and a lien in the form of a special assessment be placed against the parcel upon which said structure(s) is presently located.

If the City is forced to demolish the subject structure(s) and a special assessment is placed against the parcel upon which it is located, the special assessment must be paid within thirty (30) days of its being approved by the City Council in accordance with Alabama Code, Section 11-53B-7. If it is not paid, the City will consider proceeding to collect the assessment as provided in Section 11-53B-8, Code of Alabama (1975), as amended, which may include the sale of said parcel at public auction.

Mark A. Guy
October 29, 2024
Page Two

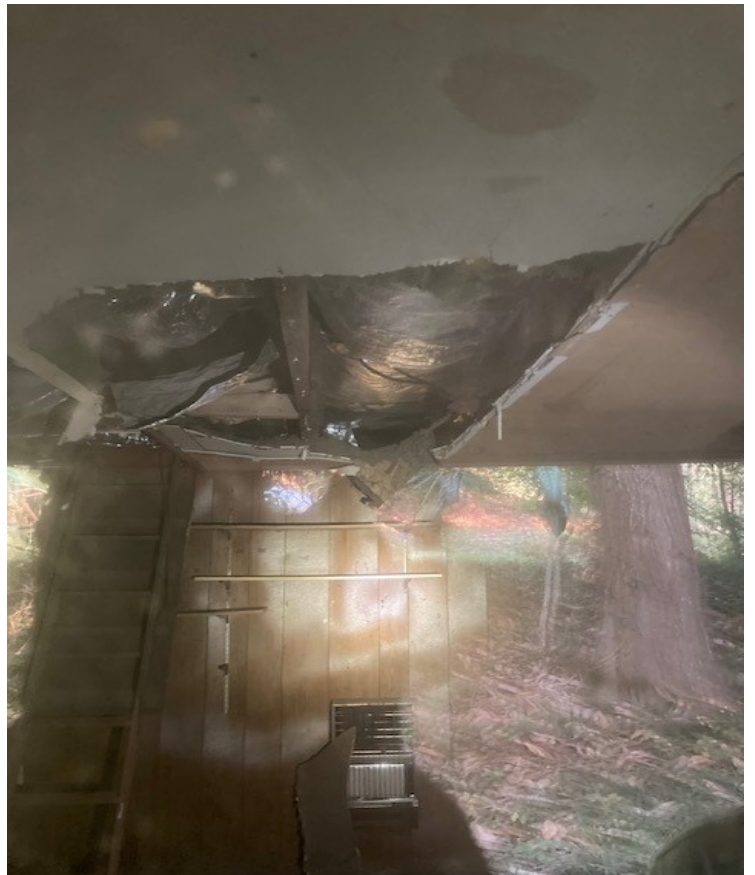
Please contact me at 339-7000 if you have any questions.

Sincerely,

Tyler Mitchell
Chief Building Official

Enclosures: (Photograph and Inspection Report)

cc: City Administrator















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

AGENDA ITEM NO. 11.d.1.

MEETING DATE: March 3, 2025

SUBJECT: West Alabama Food & Wine Festival - ABC License

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 an ABC Temporary Non-Profit Special Event Retail License for the West Alabama Food & Wine Festival that will be held on April 27, 2025. This is a one-day, rain or shine event, on April 27th from 3:00 pm - 7:00 pm in downtown Northport on Main Avenue.

Pursuant to the investigation of Deborah Metz of Northport, AL, of:
West Alabama Food and Wine Festival

318 Main Avenue

Northport, AL 35473

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: