NORTHPORT CITY COUNCIL MEETING
MONDAY, MARCH 17, 2025
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

a. Proclamation to Sanford Restaurant & Equipment for Business of the Month

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

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

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

1. First Reading, Ordinance Amending Chapter 22, Buildings and Building Regulations, Article III, Section 22-61 of the Municipal Code pertaining to moving buildings - Ron Davis
2. First Reading, Ordinance Authorizing the Mayor to enter a Non-Exclusive Franchise Agreement with Fiber Utility Network Inc. DBA Alabama Fiber Network - Ron Davis
3. First Reading, Ordinance authorizing the Mayor to enter a Franchise Agreement with Southern Light, LLC - Ron Davis

b. Resolutions of a Temporary Nature

1. Resolution Reappointing Chuck Gerdau to the Historic Williamson Cemetery Board - Glenda Webb
2. Resolution Reappointing R.G. Lewis to the Historic Williamson Cemetery Board - Glenda Webb
3. Resolution Authorizing City Administrator to Execute Engineering Services Contracts Related to the 2025 Water & Sewer Capital Budget - John Webb
4. Resolution Authorizing the City Administrator to enter into a (3) three year contract with Motorola Solutions for Maintenance of the Public Safety Radio Communications System - Gerald Burton
5. Resolution Authorizing the City Administrator to Execute a Contract with Robinson & Sons Construction Services, Inc. for Water Treatment Plant Clearwell Roof Rehabilitation - John Webb
6. Resolution Accepting the 2024 Audit - Darren McGee
7. Resolution Authorizing the City Administrator to execute Change Order No. 1 with FieldTurf USA, Inc for River Run Park at Northport Shore - Turf Package - Savannah Nelson
8. Resolution Authorizing the City Administrator to execute Change Order No. 1 with CivilCON, LLC for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project - Contract B: Sewer Force Main - Savannah Nelson
9. Resolution Authorizing the City Administrator to Execute a Contract with TTL, Inc. for C E & I Services for the Downtown Streetscape Phase III Project - Savannah Nelson

c. Consent Agenda

1. Minutes, March 3, 2025 - Glenda Webb
2. Bill Listing - Glenda Webb

3. Purchase Requisition, Quarterly On-Site SCADA Network Software Upgrades, Electric Machine Control, Inc., $7,930.00 - John Webb
4. Purchase Requisition, Testing at Wastewater Treatment Plant, Living Water Services, LLC., $10,000.00 - John Webb
5. Purchase Requisition, Outsourced Legal Services, Professional Services, MaynardNexsen, $7,463.00 - Ron Davis
6. Purchase Requisition, Dell Technologies, 2025 Computer Replacement Project, $26,513.39. - Scott Murphy
7. Purchase Requisition, SHI, Microsoft Office 365 Annual Renewal, $95,959.50. - Scott Murphy
8. Purchase Requisition, Lawn Mowers for Utilities, Tuskaloosa Lawn Equipment, $27,038.00 - John Webb
9. Purchase Requisition, 2 Pickup Trucks for Utilities, Stivers Ford Lincoln, $97,218.00 - John Webb
10. Purchase Requisition, Code Enforcement Management Software Renewal, $9,328.20 - Gerald Burton

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

a. **Engineering**
b. **Legal Department**
c. **Planning Inspections Department**
d. **Police Department**

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. ADJOURNMENT

DEPARTMENTAL SUMMARY OF REQUESTED ACTION

THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 8.a.1.
MEETING DATE: March 17, 2025
SUBJECT: Ordinance Adopting the 2025 Water & Sewer Capital Budget

Unfinished Business:	New Business:	Consent Agenda:
Public Hearing:	First Reading:	Second Reading: X

Prepared By: **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. Amount: $1,600,000.00

Motion for Consideration:

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

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:

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

Northport
UTILITIES

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

Northport
UTILITIES

Water Treatment Plant
Clearwell Roof Rehabilitation

Northport
UTILITIES

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

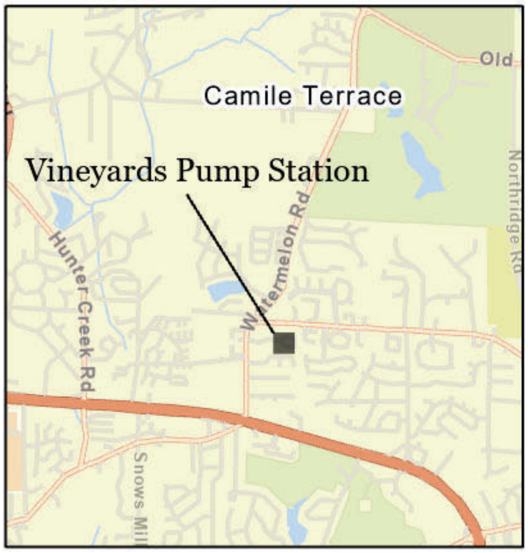
60 Days – Preliminary Design
45 Days – Final Design (after City approval of Preliminary Design)
90 Days – Estimated Construction Contract Time (After Material Delivery)

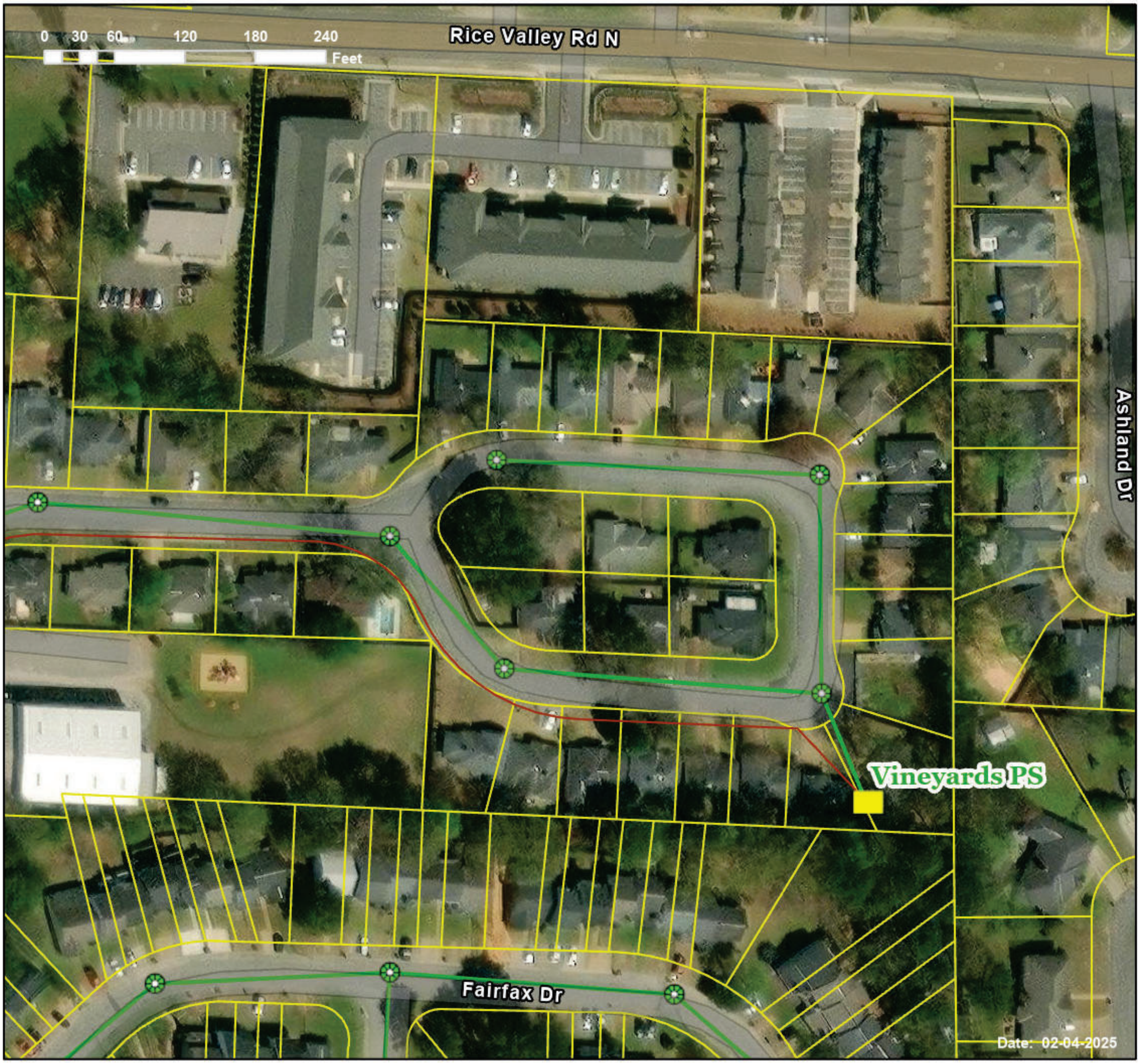
Estimated Cost of Project

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

Northport
UTILITIES

Vineyards Pump Station Rehabilitation





Northport
UTILITIES

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

Northport
UTILITIES

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

Northport
UTILITIES

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

DEPARTMENTAL SUMMARY OF REQUESTED ACTION

THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.a.1.
MEETING DATE: March 17, 2025
SUBJECT: First Reading, Ordinance Amending Chapter 22, Buildings and Building Regulations, Article III, Section 22-61 of the Municipal Code pertaining to moving buildings

Unfinished Business: New Business: Consent Agenda:
Public Hearing: First Reading: X Second Reading:

Prepared By: Kim Braughton **Approved By: Ron Davis**

Summary:
It has come to the attention of the Police Department that Chapter 22, Article II, Section 22-61 of the city code pertaining to moving buildings needs to be updated to reflect the Alabama Department of Transportation’s regulations. Therefore, the Department respectfully requests the amendment in the attached Ordinance.

Recommendation:
Offer for 1st Reading

Funding Source/GL Code:
GL Code No. N/A

Motion for Consideration:
I move to offer for 1st reading, the Ordinance amending Chapter 22, Buildings and Building Regulations, Article III, Section 22-61 of the Northport Municipal Code pertaining to moving buildings.

ORDINANCE NO.

ORDINANCE AMENDING CHAPTER 22, ARTICLE III, SEC. 22-61 PERTAINING TO MOVING BUILDINGS

WHEREAS, the City Council wishes to amend Chapter 22, Buildings and Building Regulations, Article III International Building Code, Section 22-61 to reflect ALDOT regulations.

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

1. The City amends Chapter 22, Article III, Section 22-61 to the Northport Municipal Code, as set forth in Exhibit “A” which is attached hereto and incorporated by reference as if fully set out verbatim.

2. This Ordinance shall become effective immediately upon passage and publication.

ORDAINED 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 on _____________ ______, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

____
Glenda D. Webb, City Administrator

1st Reading: March 17, 2025
Motion By:
2nd Reading: April 7, 2025
Motion By:
Second By:
Publication:

EXHIBIT “A”

Sec. 22-61. Amendments to the International Building Code (IBC).

(a) The International Building Code, 2021 Edition, prepared by the ICC and containing chapter 35 inclusive of the 2015 IBC, save and except such sections and portions thereof as are hereinafter modified, or hereby referred to and adopted by reference as the building code of the City of Northport, as fully as if set out at length herein, and from and after the effective date of this section, shall govern as far as code or ordinance can, to all the subjects to which they relate within the corporate limits of the city and within its police jurisdiction and shall constitute and generally be referred to as the "Northport Building Code."

(b) The Northport Building Code is hereby amended as follows:

(1) *Definitions.*

a. The term "building official," as used in this Code, or in any code hereinafter adopted by reference, shall mean and refer to the chief building official and any person duly authorized to perform inspection duties.

b. The term "building code," as used herein shall mean and refer to the rules for building herein prescribed and also the rules for building prescribed by any code heretofore or hereinafter adopted by reference.

(2) Section 111.2 of the Northport Building Code is hereby amended to read as follows:

111.2. Conditions for Temporary Utilities Connection. The Building Official may authorize the temporary connection of the building or system to the utility source of energy, fuel or power for the purpose of testing building service systems under the following conditions:

(a) Electrical: Electrical service shall be complete. All inside service panels that are to be energized shall be complete. Plugs and switches shall be installed; however, covers will not be required. In kitchens or other areas where it is not possible to install the plugs/switches, exposed wiring shall be terminated with wire nuts. Light fixtures shall be installed or wire nuts shall be placed on the wires. All 220 branch circuits not permanently connected to the appliance or equipment shall be terminated with wire nuts; or the plugs required for the appliance. Disconnects shall be installed or the wires shall be terminated with wire nuts. Whirlpool tubs and other equipment shall not be inspected except that plug and/or disconnect or wire nuts shall be in place.

(b) HVAC: Filter or filter grill(s) shall be installed. Gas appliances and equipment shall be properly installed and vented with combustion air provided for safe operation. Condensers and/or heat pumps are not required to be installed. Thermostats shall be installed.

(c) Plumbing/Gas: All gas lines shall be tested and connected to the equipment or capped off and grounded.

(d) All temporary electrical inspections and temporary gas inspections must be completed.

(e) TEMPORARY HEAT (GAS) RESIDENTIAL ONLY

It shall be permissible to run wire of sufficient size, to be maintained in good working order at all times, to the heating unit from the temporary power pole to operate the heating unit only.

(f) If the request for a temporary utilities connection for power or gas is for heat or cooling, it shall be the mechanical contractor's responsibility to make sure all conditions are met at which time the mechanical contractor may call for inspection.

(g) All inspection fees shall be paid.

(h) A temporary utilities connection permit shall be for a period of not more than 90 days from the date the permit is granted.

(3) Section 112 of the Northport Building Code shall be amended to read as follows:

Section 112. Appeals.

Appeals. Any person aggrieved by the decision of the Building Official in the application of the standards and rules prescribed for building in the Code of Ordinances of Northport, Alabama, or in any building code hereinafter adopted by reference, may appeal such decision to the City Council of the City of Northport. Time limit:

a. Whenever the Building Official shall reject or refuse to approve the mode or manner of construction proposed in the erection or alteration of a building or structure, or when it is claimed that the provisions of the building code do not apply, or that an equally good or more desirable form of construction can be employed in any specific case, or when it is claimed that the true intent and meaning of this code or any of the regulations thereunder have been misconstrued or wrongly interpreted, the owner of such building or structure, or his duly authorized agent, may appeal from the decision of the Building Official to the City Council. Notice of appeal shall be in writing and filed within 90 days after the decision is rendered by the Building Official.

b. In case of a building or structure which, in the opinion of the Building Official, is unsafe or dangerous, the Building Official may, in his order, limit the time for such appeal to a shorter period. Appeals hereunder shall be on forms provided by the Building Official.

Variations and modifications. The City Council, when so appealed to, and after a hearing, may vary the application of any provision of the Building Code to any particular case when, in its sole opinion, the enforcement thereof would do manifest injustice, and would be contrary to the spirit and purpose of the building code or public interest, or when, in its opinion, interpretation of the Building Official should be modified or reversed.

(4) The Northport Building Code is hereby amended to read as follows:

The minimum requirements for Section 1807 and 1809.8 of the Northport Building Code and Chapter 4 of the International Residential Code (IRC) shall be depicted on Appendix A hereto. The footing specifications said on Appendix A shall be the minimum requirements for footing design for all construction where the details of footing design are not submitted in the plans for the construction and drawn by a registered architect or engineer.

(5) That Section 3408.1 is amended to add the following:

The building shall only be moved between the hours of 10:00 p.m. and 6:00 a.m., except as otherwise approved by the chief of police. The ~~and the~~ proposed route must be approved by the chief of police ~~or his/her representative,~~ prior to the issuance of a permit. Where applicable, the structure shall only be moved after obtaining a valid permit from the Alabama Department of Transportation.

All costs to repair damages or modifications to private and/or public property caused by the mover shall be the responsibility of the mover.

(6) That Section 3313.4 of the Northport Building Code shall be amended to read as follows:

3313.4. Moving of buildings, bond required.

(a) The Building Official shall not issue a permit for the moving of a house or building to, from or through the City unless the persons desiring such permit shall first execute and deliver to the City Administrator-Clerk, upon a form provided by the City Attorney, a hold harmless and indemnity agreement as to any and all damages or claims that may arise from or relate to the moving of such house or building and further deposit with the City Administrator-Clerk the sum of $100,000.00 ~~$5,000.00~~, or alternatively, submit for approval of the City a standby letter of credit or surety bond in the principal amount of $100,000.00 ~~$5,000.00~~, issued by a financial institution licensed to do business in the state, or in the case of a bond by a surety company authorized to issue surety bonds in the state. Such cash deposit, letter of credit or surety bond shall be expended by the city for payment of any damage caused by the moving of such house or building to the curbs, sidewalks, rights-of-way, signs, trees, shrubbery and other property which may be affected by the moving of any such house or dwelling and such cash deposit, letter of credit or surety bond shall also insure for the use and benefit of any other person, firm or corporation suffering any injury or damage to his real or personal property as a result of such moving activity; however, any such other claim for damage shall be subordinate to any claim of the City. Such cash deposit, letter of credit or surety bond shall also be chargeable for all costs, expenses and attorney fees incurred by the City for the enforcement of the hold harmless and indemnity agreement, the limit of time within which to effect such moving, for the clearing and cleaning of debris from the building site, if any, and route through which such house or building was moved.

(b) The form of the letter of credit or surety bond shall be approved by the City Attorney prior issuance of permit and any work being commenced ~~to acceptance for filing by the City Administrator-Clerk.~~

(c) The indemnity and hold harmless agreement shall remain in favor of the City indefinitely from the date thereof; however, the cash deposit, letter of creditor or surety bond may be refunded or returned to the applicant by the City Administrator-Clerk upon the recommendation of the Building Official and upon receipt of written notice by the applicant that all conditions of the permit have been fully completed, that no damage has resulted from such moving activities or if such damage has occurred, then such damage has been repaired satisfactorily as evidenced in writing by the person, firm or entity suffering such damage.

(d) The persons desiring such permit shall, prior to issuance of such permit, furnish to the Building Official a certificate of insurance in favor of the applicant evidencing coverage through the term of such permit by an insurance company licensed to do business in the state in amounts of not less than $1,000,000.00 ~~$50,000.00~~ for the injury or death of any one person, $1,000,000.00 ~~$100,000.00~~ for injury or death to two or more persons and $500,000.00 ~~$50,000.00~~ for property damage in any one occurrence or claim.

(Ord. No. 2142 , § 1(Exh. A), 5-16-22)

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.a.2.
MEETING DATE: March 17, 2025
SUBJECT: First Reading, Ordinance Authorizing the Mayor to enter a Non-Exclusive Franchise Agreement with Fiber Utility Network Inc. DBA Alabama Fiber Network

Unfinished Business:	New Business:	Consent Agenda:
Public Hearing:	First Reading: X	Second Reading:

Prepared By: Kim Braughton **Approved By: Ron Davis**

Summary:
This ordinance authorizes the Mayor to execute a franchise agreement with Fiber Utility Network, Inc. D/B/A Alabama Fiber Network. The agreement attached as Exhibit "A' was negotiated on behalf of the City by franchise experts, Local Government Services, LLC whose services were authorized by Resolution 24-15 on January 23, 2024.

Recommendation:
Offer for 1st Reading

Funding Source/GL Code:
GL Code No. N/A

Motion for Consideration:
I move to offer for first reading the Ordinance authorizing the Mayor to enter a Franchise Agreement with Fiber Utility Network Inc. D/B/A Alabama Fiber Network for the purpose of constructing and maintaining fiber optic infrastructure network within the public rights-of-way within the City of Northport.

ORDINANCE NO.

WHEREAS, the City Council for the City of Northport, Alabama (the "City") desires to enter into a non-exclusive franchise agreement with Fiber Utility Inc., D/B/A Alabama Fiber Network; and

WHEREAS, the City has determined that executing the franchise agreement with Alabama Fiber Network, a copy of which is attached hereto as Exhibit "A" would greatly benefit the City and its citizens.

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

1. The Mayor is authorized to enter the franchise agreement with Alabama Fiber Network attached hereto as Exhibit "A".

2. The City Administrator is authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this Ordinance.

3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

ORDAINED this the ____________ day of ________, 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 on ___________________, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

____
Glenda D. Webb, City Administrator

1st Reading: March 17, 2025
Motion By:
2nd Reading: April 7, 2025
Motion By:
Second By:
Publication:

EXHIBIT “A”

GRANTING A NON-EXCLUSIVE FRANCHISE TO FIBER UTILITY NETWORK INC. D/B/A ALABAMA FIBER NETWORK, ITS SUCCESSORS AND ASSIGNS ("FRANCHISEE") FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A FIBER-OPTIC INFRASTRUCTURE NETWORK WITHIN THE PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF NORTHPORT, ALABAMA

WHEREAS, the City of Northport, Alabama ("Municipality" or "City") has jurisdiction over the use of public rights-of-way in the City in which it now or hereafter holds any property interest, including, but not limited to public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, public easements, public utility easements, dedicated utility strips, and rights-of-way dedicated for compatible uses now or hereafter held by City (but excluding City parks or recreation areas)("**Public ROW**"); and

WHEREAS, ("the Franchisee") desires to construct install, maintain, operate, and control a fiber optic infrastructure network in Public ROW ("**Network**") for the purpose of offering communications services ("**Services**"), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("**Broadband Internet Services**") and Voice over Internet Protocol services, but excluding multichannel video programming services over a cable system that would be subject to a cable franchise to residents and businesses in the City ("**Customers**"); and

WHEREAS, the Franchisee has requested a franchise from the City in order to construct and maintain a fiber-optic infrastructure network within the corporate limits of the City; and

WHEREAS, the City Council wishes to accommodate the Franchisee's request and grant a franchise to allow Franchisee to construct and maintain a fiber-optic infrastructure network in accordance with the terms and conditions contained herein.

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

DEFINED TERMS

A. "Broadband Services" means the transmission of information using optical fiber including without limitation internet services.

B. "City" means the City of Northport, Alabama.

C. "Code" means the City of Northport, Alabama Municipal Code of Ordinances, as may from time to time be amended.

D. "Franchisee" means Fiber Utility Network, Inc. d/b/a/ Alabama Fiber Network and its successors and assigns.

E. “Governing Body” or “City Council” means the City Council of the City of Northport, Alabama.

F. “Gross Revenues” means all local revenue, in whatever form and from all sources, determined in accordance with generally accepted accounting principles that is received or accrued by Franchisee from Franchisee’s provision of Broadband services within the City with a deduction for Franchisee’s uncollectible accounts, but without deduction for operating expenses, accruals, or any other expenditure. Notwithstanding the foregoing, Gross Revenue shall not include any taxes on Broadband services furnished by Franchisee that are imposed by any City, state, or other governmental unit and collected by Franchisee for such governmental unit.

G. “Network Facilities” means equipment and facilities that may include fiber optic cables, lines, wires, or strands; conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities

H. “Person” means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

I. “Use Fee” means the fee paid by the Franchisee to the City for locating, maintaining and operating Network Facilities in the Rights-of-Way for the provision of Broadband Services.

AGREEMENT

In consideration of the mutual promises made below, the City and Franchisee agree as follows:

1. Permission to Use and Occupy.

1.1 Permission to Use and Occupy Public ROW. Municipality grants Franchisee permission to use and occupy the Public ROW (the “**License**”) for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary, removing the Network and the related Network Facilities (the “**Work**”). This Agreement and the License do not authorize Franchisee to use any property other than the Public ROW as agreed herein. Franchisee’s use of any other Municipality property, including poles and conduits, will be, subject to mutual agreement, governed under a separate written agreement regarding that use.

1.2 Subject to State of Alabama and Local Law. This Agreement and the License are subject to Municipality’s valid authority under the State of Alabama (at times, herein “State”) and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement.

1.3 Subject to Municipality’s Right to Use Public ROW. This Agreement and the License are subject and subordinate to Municipality’s prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.

1.4 Subject to Pre-Existing Property Interests. Municipality’s grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Franchisee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.

1.5 No Grant of Property Interest. The License does not grant or convey any property interest.

1.6 Non-Exclusive. The rights granted to Franchisee pursuant to this Agreement are non-exclusive. Municipality expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever (“**Person**”), as well as the right in its own name as a municipality, to use the Public ROW for similar or different purposes allowed Franchisee under this Agreement. This Agreement does not establish any priority for the use of the Public ROW by Franchisee or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the Public ROW the first priority shall be to the public generally, the second priority to Municipality in the performance of its various functions, and thereafter, as between Franchisee and other franchisees and permit holders, as determined by Municipality in the exercise of its reasonable powers, including the police power and other powers reserved to and conferred on it by the State of Alabama consistent with the rights granted to Franchisee pursuant to this Agreement.

1.7 Backup Power. Franchisee shall not use a permanent or semi-permanent internal combustion engine (such as a gasoline or natural gas-powered electric generator) to provide backup power at any point or points on the Network Facilities without Municipality's prior written approval. Such approval may be granted subject to conditions, such as relating to testing times (e.g., not in the middle of the night), screening, noise levels, and temperature and safe discharge of hot exhaust gasses. Municipality hereby grants Franchisee approval to use backup power generating devices, including devices with permanent or semipermanent internal combustion engines, at its network hut sites and inside buildings or on land owned by Franchisee subject to the specific conditions provided for in the network hut leases entered into between Franchisee and Municipality for the use of land owned by Municipality, and any applicable building code requirements.

1.8 Limitation on Use Rights. Nothing in this Agreement shall be construed as requiring Franchisee to alter the manner in which Franchisee attaches equipment to the poles, if any poles are allowed by Municipality, or alter the manner in which it operates and maintains its equipment.

2. Franchisee’s Obligations.

2.1 Individual Permits Required. Franchisee will obtain Municipality’s approval of required individual encroachment, construction, repair and maintenance of the Network Facilities and other necessary permits before placing its Network Facilities in the Public ROW or other property of Municipality as authorized. Franchisee will pay all lawful permit, processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by Municipality.

2.2 Franchisee’s Sole Cost and Expense. Franchisee will perform the Work at its sole cost and expense.

2.3 Compliance with Laws. Franchisee will comply with all applicable federal, state and local laws, regulations and ordinances when performing the Work. Franchisee shall comply in all respects with all applicable codes. Franchisee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by Municipality.

2.4 Reasonable Care. Franchisee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.

2.5 No Nuisance. Franchisee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.

2.6 No Burden on Public ROW; Minimum Interference. Franchisee shall not erect, install, construct, repair, replace or maintain the Network Facilities in such a fashion as to unduly burden the present or future use of the Public ROW. The Network Facilities shall be erected and maintained by Franchisee so as to cause the minimum interference with the use of the Public ROW and with the rights or reasonable convenience of property owners who adjoin any of the Public ROW. The location of Network Facilities within, on, over, under, across or through the Public ROW shall, in all cases, be subject to prior Municipality approval through the applicable permitting process.

2.7 Limitation on Franchise Rights. Except as may otherwise be agreed upon in writing by Municipality and Franchisee, the rights granted to Franchisee herein do not include the right to (i) excavate in, occupy or use any Municipality park, recreational areas or other Municipality property other than the Public ROW, or (ii) attach or locate any Network Facilities to or on, or otherwise utilize any of, any

Municipality-owned property or facilities or structures other than Public ROW, including without limitation light poles, towers, buildings and trees. The use of such Municipality-owned property or facilities by Franchisee shall be considered by Municipality on a case-by-case basis and may be subject to payment of additional compensation to Municipality. Similarly, the rights granted herein by Municipality to Franchisee do not include the right to situate any Network Facilities on poles or other property owned by entities other than Municipality and situated in the Public ROW. It shall be the responsibility of Franchisee to negotiate any pole-attachment agreements or similar agreements with the owners of such poles or facilities, and to pay to such owners any required compensation.

2.8 Preconstruction Meetings. Franchisee shall attend all reasonably necessary preconstruction meetings as mutually agreed with Municipality.

2.9 Restoration of Property. Franchisee shall restore and replace at its sole cost and expense, in a manner reasonably approved by Municipality, any public or private property, real or personal, or portion of the Public ROW, that is disturbed, damaged or injured by the construction, operation, maintenance or removal of the Network Facilities to at least as good condition as that which existed prior to the disturbance if such damage is directly caused by Franchisee’s Work and no other Person (other than Franchisee’s personnel, employees, agents, contractors, subcontractors or Affiliates) is responsible for the damage (e.g., where a Person other than Franchisee fails to accurately or timely locate its underground facilities as required by applicable law). Franchisee's obligation in this subsection shall be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work. Franchisee's restoration work shall start promptly but not more than sixty (60) days from Franchisee being notified of the problem in question. Upon the failure of Franchisee to effect such repair or restoration, Municipality may effect the same, and Franchisee shall promptly reimburse Municipality for Municipality's actual, reasonable, and documented costs in connection with such repair or restoration.

2.10 Emergency Notification. Franchisee shall provide Municipality throughout the Term of the Franchise with a twenty-four (24) hour emergency telephone number at which a representative of Franchisee (not voicemail or a recording) can be accessed in the event of an Emergency.

2.11 Duty to Underground. It is the policy of Municipality to have lines and cables placed underground to the greatest extent reasonably practicable, as determined by the Municipality. In furtherance of this policy, Franchisee agrees that it shall place its constructed lines and cables underground to the extent reasonably practicable, as determined by the Municipality, provided however the Franchisee’s network hut sites may be above ground.

2.12 Discontinuance and Removal of the Network Facilities. Upon the revocation, termination, or expiration of this Agreement, unless an extension is granted by

Municipality in its discretion, Franchisee shall discontinue the provision of Services and all rights of Franchisee to use the Public ROW for the provision of Services shall cease. Franchisee, at the direction of Municipality, shall remove any portion of the Network Facilities and restore such Public ROW and other affected property in accordance with Section 2.9 hereof within the Public ROW. Alternatively, if mutually agreed by Franchisee and Municipality, such Network Facilities may be abandoned in place or transferred to Municipality. This Section 2.12 shall not apply to facilities constructed and owned by the Franchisee or an Affiliate of Franchisee, where such facilities are used by Franchisee or such Affiliate to lawfully provide other services. No surety on any right-of-way bond ("**ROW Bond**") nor any letter of credit shall be discharged until Municipality has certified to Franchisee in writing that the Network Facilities has been dismantled, removed, and all other property restored, to the satisfaction of Municipality.

2.13 Tree Trimming. Franchisee may trim trees upon and overhanging the Public ROW so as to prevent the branches of such trees from coming into contact with the Network Facilities. Franchisee shall minimize the trimming of trees to trimming only those trees that are essential to maintain the integrity of the Network Facilities. Except in emergencies, (i) all trimming of trees in the Public ROW or on Municipal property shall have the prior approval of Municipality and shall be done under the direction of the Municipality's horticulturist, or in the event that office is vacant, the Municipality's Public Works director, and (ii) all trimming of trees on private property shall require the consent of the property owner. All trimming shall be done at the expense of Franchisee.

2.14 Location of Facilities. Franchisee shall keep accurate, complete, and current maps and records of the Network Facilities and all Franchisee facilities and, subject to applicable confidentiality provisions, shall make available electronic copies of such maps and records to Municipality, as set forth below.

2.14.1 Franchisee shall furnish "as-built" maps and records to Municipality in electronic, ESRI-compatible format (or in another mapping format mutually agreed to by the Parties). Franchisee shall provide Municipality copies of any new or revised "as-built" or comparable drawings as and if they are generated for portions of the Network Facilities located within Municipality and will provide them to Municipality upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections. Upon request by Municipality in an emergency, Franchisee, as soon as reasonably practicable, shall inform Municipality of any changes from such maps and records previously supplied and shall mark up any maps provided by Municipality so as to show the location of the Network Facilities.

2.14.2 The "as built" maps shall include at a minimum all Network Facilities located in a given segment, and facility routings and shall be drawn to scale.

2.14.3 Municipality agrees that Franchisee may provide route maps rather than the as-built maps specified above. "Route maps" means "as-built" maps with only the following information removed: information on the number of lines, whether the lines are copper or fiber and the nature of any electronics. Concrete pads for pedestals and enclosures for equipment or pedestals shall be shown on Route maps.

2.15 Utility Notification Program. Franchisee shall comply with applicable state and local utility location and notification laws.

2.16 Inspection by Municipality. Network Facilities shall be subject to inspection by Municipality to the extent reasonably requested by Municipality and reasonably necessary to assure compliance by Franchisee with the terms of this Agreement. Municipality shall inspect Network Facilities at reasonable, mutually agreed upon times and upon reasonable notice to Franchisee; provided, however, the inspection shall not interrupt or interfere with any services provided by Franchisee.

2.17 Franchise Fee. As consideration for the use of the City's Public ROW as set forth in this Agreement, the Franchisee shall pay the City a Use Fee of five percent (5%) of its Gross Revenues collected by the Franchisee during each calendar year of operation under this agreement based on unaudited financials. The Franchisee will pay the Use Fee collected from its Customers for the Broadband Services annually, within forty-five (45) days of the close of Franchisee's fiscal year, which ends December 31. Each Use Fee payment shall be accompanied by a certified report from a representative of the Franchisee, which shows the basis for the computation of all recurring monthly Broadband Service charges from the provision of Broadband Services to Persons located within the City limits during the Franchisee's fiscal year for which such payment is made. In the event that the Use Fee payment is not actually received by the City on or before the applicable due date set forth in this section or is underpaid, Franchisee shall pay in addition to the Use Fee payment, or sum due, interest from the due date at the state legal interest rate of 8% annually (Alabama Code § 8.8.1). If the Franchisee does not provide Broadband Services to Customer(s) within the municipal boundaries of the City, then the Franchisee shall pay the City annually (19¢) per linear foot for the use of the City's Public ROW once the fiber is lit and carrying traffic commercially. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the City should conduct a review of Franchisee's books and records and such review indicates a Use Fee underpayment of five percent (5%) or more during the entire period reviewed, the Franchisee shall assume all reasonable documented costs of such audit, and pay same upon demand by the City. All documents pertaining to financial matters, which may be the subject of an audit by the City, shall be retained by the Franchisee for a minimum period of six (6) years.

3. Municipality's Obligations.

3.1 Emergency Removal or Relocation by Municipality. In the event of a public emergency that creates an imminent threat to the health, safety, or property of Municipality or its residents, Municipality may remove or relocate the applicable portions of the Network Facilities without prior notice to Franchisee. Municipality will, however, make best efforts to provide prior notice to Franchisee before making an emergency removal or relocation. In any event, Municipality will promptly provide to Franchisee a written description of any emergency removals or relocations of Franchisee's Network Facilities. Franchisee will reimburse Municipality for its actual, reasonable, and documented costs or expenses incurred for any such work performed by Municipality, the direct cause of which was Franchisee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities.

3.2 Relocation to Accommodate Governmental Purposes. If Franchisee's then- existing Network Facilities would interfere with Municipality's planned use of the Public ROW or other Municipality property for a legitimate noncommercial governmental purpose, such as the construction, installation, repair, maintenance, or operation of a new water, sewer, or storm drain line, or a public road, curb, gutter, sidewalk, park, or recreational facility, or in the event the affected Public ROW is lawfully vacated, eliminated, discontinued, or closed by the Municipality, Franchisee will, upon written notice from Municipality, relocate its Network Facilities at Franchisee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the Municipality's governmental purpose and Franchisee's interest in maintaining the integrity and stability of its Network. Franchisee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that Municipality may not require Franchisee to relocate or remove its Network Facilities with less than one hundred eighty (180) days' notice. Upon the failure of Franchisee to relocate any Network Facilities within a reasonable period of time in accordance with this subsection, Municipality may effect such relocation, and Franchisee shall promptly reimburse Municipality for all actual, reasonable, and documented costs and expenses incurred by Municipality in connection with such relocation.

3.3 Relocation to Accommodate Non-Governmental Purposes. If Franchisee's then-existing Network Facilities would interfere with (a) Municipality's planned use of the Public ROW for a non-governmental (e.g., commercial) purpose, or (b) a third-party's use of the Public ROW, Franchisee will not be required to relocate its Network Facilities.

3.4 Non-Discrimination. Any agreements between Municipality and Franchisee that provide Franchisee access to public infrastructure, poles, conduits, assets, and Public ROW will be available to other network operators that offer broadband

Internet access services, on rates, terms, and conditions that are as favorable as those Municipality provides Franchisee for the same access.

4. Contractors and Subcontractors.

4.1 Use of Contractors and Subcontractors. Franchisee may retain contractors and subcontractors to perform the Work on Franchisee's behalf.

4.2 Contractors to be Licensed. Franchisee's contractors and subcontractors used for the Work will be properly licensed under applicable law, regulations and ordinances.

4.3 Authorized Individuals. Franchisee's contractors and subcontractors may submit individual permit applications to Municipality on Franchisee's behalf, so long as the permit applications are signed by individuals that Franchisee has authorized to act on its behalf via a letter of authorization provided to Municipality in the form attached as **Exhibit A** ("**Authorized Individuals**"). Municipality will accept for review permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Franchisee under this Agreement.

5. Defense and Indemnity.

5.1 Indemnification. Franchisee shall indemnify, defend, and hold harmless Municipality, and governmental subdivisions thereof, and its respective council members, officers, boards, commissions, attorneys, agents, and employees (hereinafter referred to as "Indemnitees"), from and against any and all liability, obligation, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys) arising from any third-party claim of personal injury or property damage that may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any negligent act or omission of Franchisee, its personnel, employees, agents, contractors, subcontractors or affiliates, which may arise out of (i) the construction, installation, operation, maintenance or condition of the Network Facilities, or (ii) the Franchisee's failure to comply with any applicable Federal, State or local statute, ordinance or regulation ("**Third Party Legal Proceeding**"). Franchisee's indemnification obligation shall not extend to liability to the extent caused by the negligence or willful misconduct by any Indemnitee or any other third party (to the extent such third parties are not Franchisee personnel, employees, agents, contractors, subcontractors or affiliates as described above in this Section 5.1).

5.2 Assumption of Risk. Franchisee undertakes and assumes for its officers, agents, contractors and subcontractors and employees, all risk of dangerous conditions, if any, on or about any Municipality-owned or controlled property, including Public ROWs.

5.3 Defense of indemnitees. In the event any Third Party Legal Proceeding shall be brought against the Indemnitees upon written notice from Municipality in accordance with Section 5.4 hereof, Franchisee shall, at Franchisee's sole cost and expense, assume sole control of the indemnified portion of the Third Party Legal Proceeding, subject to the following: (i) Municipality may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring Municipality to admit liability, pay money, or take (or refrain from taking) any action, will require Municipality's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

5.4 Notice, Cooperation and Expenses. Municipality must give Franchisee written notice of any Third-Party Legal Proceeding not later than twenty (20) days after Municipality becomes aware of the Third-Party Legal Proceeding. Municipality shall reasonably cooperate with Franchisee in the defense of the Third-Party Legal Proceeding and nothing herein shall be construed to prevent Municipality from appointing its own noncontrolling counsel at Municipality's sole cost and expense.

6. ROW Bond. Within thirty (30) days of the Effective Date, Franchisee shall provide Municipality with, and shall maintain, a ROW Bond from a surety company in the amount of Fifty Thousand Dollars ($50,000) and in a form reasonably acceptable to Municipality, as security for the faithful performance by Franchisee of the provisions of this Agreement.

6.1 The rights provided Municipality by this Section and its bond are in addition to all other rights of Municipality whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such bond or guarantee shall affect any other rights Municipality may have, except that Municipality shall not be entitled to multiple remedies for the same violation.

7. Insurance.

7.1 Franchisee will carry and maintain:

7.1.1 Commercial General Liability (CGL) insurance, with policy limits not less than $2,000,000 in aggregate and $2,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names Municipality, its employees, and officers as additional insureds.

7.1.2 Workers' Compensation insurance with policy limits not less than the Municipality's requirements.

7.2 All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be provided to the City Administrator with Franchisee's acceptance of this Franchise. Franchisee shall annually provide Municipality with a certificate of insurance evidencing such coverage. Failure to obtain and maintain any insurance policy required by this Section shall be deemed a material breach of this Agreement and shall be grounds for termination of this Agreement and the Franchise.

7.3 **Contractors.** Franchisee's contractors and subcontractors working in the Public ROW shall carry in full force and effect commercial general liability, automobile liability and workers' compensation and employer's liability insurance commensurate with the scope of their work. In the alternative, Franchisee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Franchisee policies). Franchisee’s contractors and subcontractors shall provide Municipality with certificates of insurance evidencing such coverage when applying for permits to work in the Public ROW.

7.4 **Insurance Primary.** Franchisee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"), but only for actions of Franchisee and for whom Franchisee is responsible. Any insurance or self-insurance maintained by any of them shall be in excess of Franchisee's insurance and shall not contribute to it (where "insurance or self- insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

8. Term. This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and State law (“**Effective Date**”). This Agreement will expire automatically on the tenth (10th) anniversary of the Effective Date (“**Original Term**”), unless earlier terminated in accordance with the provisions herein.

9. Termination.

9.1 Termination by Municipality. Municipality may terminate this Agreement if Franchisee is in material breach of the Agreement, provided that Municipality must first provide Franchisee written notice of the breach and not less than one hundred eighty (180) days to cure, unless the cure cannot be reasonably accomplished in that time period, in which case the Municipality may in its discretion grant Franchisee additional time upon the request of Franchisee, provided that Franchisee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue, provided further if such period is anticipated to, or does, extend more than one hundred eighty (180) days, it shall be in the sole discretion of the Municipality whether to grant such cure extension beyond one hundred eighty (180) days. No termination under this subsection will be effective until the relevant cure period has expired.

9.2 Termination by Franchisee. Franchisee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to Municipality. Franchisee may not abandon its Network or any portion thereof without compensating City for damages resulting from the abandonment, including all costs incident to removal of the Fiber Optic Infrastructure Network.

10. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

10.1 Following any assignment of this Agreement to an Affiliate, Franchisee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this Section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Franchisee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

11. **Notice.** Every notice or response required by this Agreement to be served upon the City or the Franchisee shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

The notices or responses to the City shall be addressed as follows:

City of Northport, Alabama
ATTN: MAYOR
3500 McFarland Boulevard
Northport, Alabama 35476

With a copy to:
Ronald L. Davis
City Attorney
3500 McFarland Boulevard
Northport, Alabama 35476

The notices or responses to the Franchisee shall be addressed as follows:

Fiber Utility Network, Inc. d/b/a Alabama Fiber Network
103 Jesse Samuel Hunt Blvd.

Suite 203
Prattville, Alabama 36066
Attn: President

The City and the Franchisee may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

12. General Provisions

12.1 Franchise Records. Franchisee shall prepare and maintain any records or reports that are required of it by federal, State, or local law. Municipality shall have the right to obtain, in the format kept by Franchisee in the ordinary course of business, copies of such records and reports as appropriate and reasonably necessary to determine whether Franchisee is in compliance with this Agreement. Franchisee reserves the right to object to any request made under this Section as unnecessary, unreasonable, or inappropriate under the circumstances and to seek appropriate confidentiality protections for any information to be produced to Municipality.

12.2 Entire Franchise. This Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties and all prior franchises, negotiations and agreements relating to the Network Facilities or provision of Broadband Services are merged herein and hereby superseded.

12.3 Conferences. As may be mutually agreed upon between the parties from time to time, the parties hereby agree to meet at reasonable times on reasonable notice to discuss any aspect of this Agreement, the provision of Broadband Services or the Network Facilities during the Term hereof.

12.4 Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the law of the State of Alabama. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or related to this Agreement or any of the agreements or transactions contemplated hereby shall be brought to the Circuit Court of Tuscaloosa County, Alabama and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.

12.5 Waiver of Compliance. No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term, or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. Municipality may waive any obligation of Franchisee under this

Agreement, in whole or in part, at any time, but such waiver must be in writing, and signed by the Municipality's City Administrator or their designee.

12.6 Independent Contractor Relationship. The relationship of Franchisee to Municipality is and shall continue to be an independent contractual relationship, and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agents or employees as a result of the performance of this Agreement, unless expressly stated in this Agreement.

12.7 Severability. If any section, paragraph, or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Agreement.

12.8 Captions. All captions are for convenience of use and have no substantive effect.

12.9 Franchise Accepted. Franchisee further acknowledges by execution and delivery of this Agreement that it has carefully read the terms and conditions of this Agreement and the Ordinance and accepts the obligations imposed hereby and thereby regardless of whether such obligations are contained in this Agreement or the Ordinance, or both.

12.10 Binding Agreement. Subject to Section 2.3, the parties agree that this Agreement complies with State and Federal law as of the Effective Date and agree to be bound by the provisions hereof during the full term hereof, except that the parties also agree to recognize and be bound by any change in any State or Federal law, even if such law materially affects the terms of this Agreement.

12.11 Other Covenants. Franchisee for itself and its Affiliates covenants that Franchisee and its Affiliates shall not bring or support, directly or indirectly, any suit, claim, or proceeding (judicial or administrative) challenging any term of this Agreement or contending that Municipality or Franchisee did not have the authority to impose or agree to such terms.

12.12 Reserved Rights. Municipality reserves all rights and powers under (i) its police powers and (ii) powers conferred by Federal, State, or local law of which Municipality may not legally and contractually divest itself. In particular, Municipality reserves the right to alter, amend or repeal its municipal code as it determines shall be conducive to the health, safety and welfare of the public, or otherwise in the public interest; provided that any such alteration, amendment or repeal shall be applicable to all similarly situated franchisees of the Municipality, in such a manner and to such an extent so as not to place Franchisee at a material competitive disadvantage. In the event the municipal code or other applicable local law is amended in a manner that would materially alter Franchisee's rights and obligations under this Agreement, the Municipality will provide Franchisee with reasonable advance notice of such pending amendment and, upon written request of Franchisee, negotiate in good faith to modify this Agreement to ameliorate any adverse effects such amended municipal code provisions would have on Franchisee's performance under this Agreement. Municipality agrees that by accepting this Agreement, Franchisee has not waived its right to object to the application to it of actions by Municipality pursuant to its reserved rights or police powers.

12.13 City Representative. The City Administrator or her designee as provided in writing by the City Administrator to the Franchisee (the "City Representative"), shall be Municipality's representative for all purposes of this Agreement. Except where City Council action is required by this Agreement or by law, all decisions, judgments, approvals, requests, notices or other actions of Municipality required or permitted under this Agreement shall be made, obtained, issued or delivered or otherwise effected on behalf of Municipality by the City Administrator, or his or her designee.

12.14 Authority. Franchisee represents, covenants and warrants to Municipality as of the Effective Date that: (a) Franchisee is duly constituted, in good standing and qualified to do business in the State of Alabama, (b) Franchisee will file when due all forms, reports, fees and other documents necessary to comply with applicable laws, and (c) the signatories signing on behalf of Franchisee have the requisite authority to bind Franchisee pursuant to Franchisee's organizational documents.

12.15 Publication. This Franchise shall be published in accordance with applicable local and state law and Grantee, shall pay the reasonable cost of any required publication of this Franchise.

12.16 Acceptance. Franchisee's acceptance of this Agreement shall be in writing in a form approved by the City attorney and shall be accompanied by delivery of a check, approved by the City, in the amount of Three Thousand Dollars ($3,000.00) made payable to the City of Northport, Alabama and shall serve to recover expenses incurred by the City in the granting of this Franchise. Said expenses shall include attorney's fees and consulting expenses incurred by the City.

SIGNATURE PAGE TO FOLLOW

Signed by authorized representatives of the parties on the dates written below.

CITY OF NORTHPORT, ALABAMA	**FIBER UTILITY NETWORK, INC.**
BY:	BY:
________________________________	________________________________
John Hinton	Terry Metze
Title: Mayor	Title: Chief Executive Officer

ATTEST:

____

Date: ______________________________

Date: ______________________________

EXHIBIT A
FORM OF LETTER OF AUTHORIZATION

Alabama Fiber Network.

340 Technacenter Drive
Montgomery, Alabama 36117

City of Northport
3500 McFarland Boulevard
Northport, AL 35476

Dear Ms. Webb:

In accordance with Section 4.3 of the Broadband Services Franchise Agreement dated ________ between City of Northport, Alabama and Alabama Fiber Network, hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications on behalf of the Franchisee.

1.Name,Title
2.Name, Title
3. Name, Title
4. Name, Title

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the Municipality.

Kind regards,

____

Terry Metze., CEO
Alabama Fiber Network

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.a.3.
MEETING DATE: March 17, 2025
SUBJECT: First Reading, Ordinance authorizing the Mayor to enter a Franchise Agreement with Southern Light, LLC

Unfinished Business: New Business: Consent Agenda:
Public Hearing: First Reading: X Second Reading:

Prepared By: Kim Braughton **Approved By: Ron Davis**

Summary:

This ordinance authorizes the Mayor to execute a franchise agreement with Southern Light, LLC. This agreement attached as Exhibit "A" was negotiated on behalf of the City by franchise experts, Local Government Services, LLC whose services were authorized by Resolution 24-15 on January 23, 2024.

Recommendation:

Offer for 1st Reading

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to offer for first reading the Ordinance authorizing the Mayor to enter a Franchise Agreement with Southern Light, LLC for fiber-optic transmission(s) lines within certain public rights-of-way within the City of Northport.

ORDINANCE NO.

WHEREAS, the City Council for the City of Northport, Alabama (the "City") desires to enter into a franchise agreement with Southern Light, LLC; and

WHEREAS, the City has determined that executing the franchise agreement with Southern Light, LLC, a copy of which is attached hereto as Exhibit "A" would greatly benefit the City and its citizens.

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

1. The Mayor is authorized to enter the franchise agreement with Southern Light, LLC attached hereto as Exhibit "A".

2. The City Administrator is authorized to take all actions, execute all documents, and approve all expenditures required for the implementation of this Ordinance.

3. All Ordinances, Resolutions, or parts thereof conflicting in any manner herewith are hereby repealed.

ORDAINED this the ____________ day of ________, 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 on ___________________, in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

____
Glenda D. Webb, City Administrator

1st Reading: March 17, 2025
Motion By:
2nd Reading: April 7, 2025
Motion By:
Second By:
Publication:

EXHIBIT “A”

FRANCHISE AGREEMENT RESPECTING THE USE OF THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF NORTHPORT, ALABAMA BY SOUTHERN LIGHT, LLC

WHEREAS SOUTHERN LIGHT, LLC (hereinafter referred to as the "Licensee") has constructed, and/or will construct, a fiber-optic transmission(s) line within certain public Rights-of-Way within the City of Northport, Alabama; and

WHEREAS the Licensee agrees and recognizes that it is required to obtain consent in the form of a franchise from the City of Northport in order to construct fiber-optic transmission lines within the corporate limits of the City of Northport; and

WHEREAS the City Council wishes to grant a franchise for the construction and maintenance of the fiber-optic transmission line(s) in accordance with the terms and conditions contained herein.

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

SECTION 1. DEFINITIONS

For purposes of this Ordinance, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this Section, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

1.1 **City** means the City of Northport, Alabama.

1.2 **City Administrator** means the individual designated by the City Council to act as the technical and administrative liaison or representative of the City and the public in the City, in matters related to the provision of this Ordinance.

1.3 **Facilities** means the conduits, cables, wires, lines, towers, wave guides, fiber optic cable, antennae, and any associated converters, equipment, appurtenances or facilities comprising Licensee's Telecommunications System.

1.4 **Gross Revenue** means any and all payments made to, or compensation or consideration of any kind or nature, including cash, credits, property, and in-kind contributions (services or goods), derived or received, directly or indirectly by Licensee, or by any affiliate, from or in connection with the operation or use of the Licensee's Telecommunications System (as hereinafter defined) to provide communications service. Gross revenues include, but are not limited to, information and data services revenue; internet services revenue; telecommunications services revenue (except that portion of revenues from the provisioning of long distance telephone services which are based on interstate activity unless such revenues are a result of activity which originates or terminates within the City and are charged to a service address within the City); revenue derived or received from the lease, license, sale or other transfer or use of portions of the Licensee's Telecommunications System, including facilities, fiber (whether dark or lit) or capacity, by Licensee or its affiliates to persons, including other communications service providers; any other revenue arising from the operation or possession of this Franchise including the right to use and occupancy of the rights-of-way; and any revenue received by Licensee, by any affiliate of Licensee, or by any other person through any means which is intended to have the effect of avoiding the payment of compensation that would otherwise be paid to the City for the Franchise. The term does not include unrecovered bad debts charged off after unsuccessful efforts to collect; and taxes of general applicability imposed on the customer or the transactions (but not on Licensee or any of its affiliates) by federal, state, or local law and required to be collected and remitted by Licensee or any of its affiliates to the governmental unit, including sales, use and utility taxes. Gross Revenue shall not include revenues arising from or relating to Telecommunication Services that both originate and terminate outside the corporate limits of the City. Gross Revenues shall not be double counted. Revenues of both Licensee and an Affiliate that represent a transfer of funds between the Licensee and the Affiliate, and that would otherwise constitute Gross Revenues of both the Licensee and the Affiliate, shall be counted only once for purposes of determining Gross Revenues. Similarly, operating expenses of the Licensee which are payable from Licensee's revenue to an Affiliate and which may otherwise constitute revenue of the Affiliate, shall not constitute additional Gross Revenues for the purpose of this Franchise.

1.5 **Law** means any local, State or federal legislative, judicial or administrative order, certificate, decision, statute, constitution, ordinance, resolution, regulation, rule, tariff, or other requirement in effect either at the time of adoption of this Ordinance or at any time thereafter during which Licensee maintains Facilities in the Public Rights-of-Ways.

1.6 **Licensee** means Southern Light, LLC, and its successors or assigns.

1.7 **Public Rights-of-Way** means the surface and space above and below any real property in which the City has an interest in Law or equity, including, but not limited to any public street, boulevard, road, highway, freeway, lane, alley, court, sidewalk, parkway, river, tunnel, viaduct, bridge, wherein the City now or hereafter acquires the right and authority to locate or permit the location of utilities consistent with communications facilities. This term shall not include any county, state, or federal rights-of-way or any property owned or controlled by any person or agency other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such person or agency. "Public Rights-of-Way" shall not include property owned or leased by the City such as City parks, City Hall property or public works facilities, that are not typically utilized for communications lines or other Facilities.

1.8 **System** shall mean a system of pipes, transmission lines, meters, equipment and all other facilities associated with the operation of a fiber-optic transmission line by the Licensee in accordance with the terms and conditions contained herein.

1.9 **Telecommunications** means the transmission, between or among points specified by the user, of information of the user's choosing (e.g., data, video, and voice), without change in the form or content of the information as sent and received.

1.10 **Telecommunication Service or Service** means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public.

1.11 **Telecommunications System** means the conduits, cables, wires, lines, towers, wave guides, fiber optic cable, antennae, and any associated converters, equipment, or Facilities designed and constructed for the purpose of producing, receiving, amplifying or distributing Telecommunications to or from locations within the City.

SECTION 2. AUTHORITY FOR USE OF PUBLIC RIGHTS-OF-WAY AND SCOPE OF AGREEMENT

2.1 Licensee desires to use the public Rights-of-Way in the City for the purpose of installing Licensee's Facilities and operating Licensee's Telecommunications System.

2.2 Subject to the provisions herein, as well as applicable Law, the City hereby grants to Licensee a non-exclusive right to construct, install, maintain and operate its Telecommunications System and Facilities within the City's Public Rights-of-Way.

2.2.1 Under this grant of authority, the Licensee may erect, install, construct, repair, replace, relocate, reconstruct, remove, and retain in, on, under, upon, across and along the Public Rights-of-Way within the City, as located and approved by the City, such lines, cable, fiber optic cable, conductors, ducts, conduits, vaults, manholes, handholes, appliances, pedestals, attachments, and other property and equipment as are necessary or appropriate to the operation of the Telecommunications System.

2.2.2 The Licensee shall construct, operate and maintain the Telecommunications System and all Facilities in accordance with all applicable federal, State and local Laws, including all permit requirements, and fee payments, and all other City codes and ordinances in effect as of the date of this Ordinance or hereinafter adopted. The grant of this Ordinance does not in any way impact the continuing authority of the City through the proper exercise of its police powers to adopt and enforce ordinances necessary to provide for the health, safety and welfare of the public. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of facilities on any particular segment of Public Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon the Licensee.

2.2.3 The Licensee shall construct and maintain the Telecommunications System so as not to unreasonably interfere with other users of the Public Rights-of-Way. Where appropriate, the Licensee shall make use of existing poles and other facilities available to the Licensee. Except where emergencies make such action impractical, the Licensee shall use reasonable efforts to notify all residents affected by the proposed work prior to commencement of such work. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with industry standards.

2.3 The grant of authority under this Ordinance is limited to the provision of Telecommunications and Telecommunications Services and does not include nor authorize the provision of cable television services as defined under the federal Communications Act, as amended. Notwithstanding anything to the contrary herein, this Ordinance also authorizes Licensee, in its ordinary course of business (i) to lease to or contract with others for use of all or part of the Licensees' Telecommunications System, or (ii) to sell dark fibers or conduit that are parts of the Telecommunications System to others that have contracts, franchises or other agreements with the City to use its public property within the City, provided that any such activities do not constitute a change in control or ownership of Licensee; concurrent with this authority is the responsibility of Licensee to notify the City, in writing, within 60 days of Licensee's sale or lease of components of Licensee's Telecommunications System.

2.4 This Ordinance does not establish any priority for the use of the Public Rights-of-Way by Licensee with respect to any existing or future authorized users of the Public Rights-of-Way. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second shall be to the City, the third to the State and its political subdivisions in the performance of the various functions, and thereafter, as between the Licensee and other authorized users, as determined by the City in the exercise of its powers conferred upon it by the State, including its police powers.

2.5 Licensee acknowledges and agrees that it obtains no rights or further use of the Public Rights-of-Way other than those expressly granted herein. Licensee acknowledges and agrees that it accepts at its own risk that the City may make use in the future of portions of the Public Rights-of-Way, in which the Licensee's Telecommunications System and Facilities are situated in a manner that is incompatible with Licensee's continued use of such portions of the Public Rights-of-Way, and that in such event, provided that the City had the legal authority to take such action, Licensee will not be entitled to compensation from the City, unless and to the extent the City compensates other similarly situated users of the Public Rights-of-Way.

SECTION 3. TERM

3.1 The franchise granted hereunder shall be for a Term of ten (10) years commencing on the effective date of this Ordinance and Franchise, unless otherwise lawfully renewed, revoked, or terminated as herein provided. Upon the expiration of the Term, the Licensee or the City shall have the option to renew this Franchise for an additional ten-year term, by giving written notice, sixty (60) days before the expiration of the Term, to the other party of that party's intent to renew this Franchise. Within ninety (90) days of the expiration of any Term, or the earlier termination of the rights and privileges herein granted, the Licensee shall remove at its own expense all of the Facilities comprising the Telecommunications System or shall sell the Telecommunications System to another entity that has a franchise or license from the City.

SECTION 4. CONDITIONS OF ACCESS CONSTRUCTION REQUIREMENTS

4.1 At least thirty (30) days before the beginning of any installation, removal or relocation of Licensee's Facilities, the Licensee shall notify the City Administrator or designee in writing of such planned installation, removal or relocation of Licensee's Facilities, and submit detailed plans of the proposed action to the City Engineer or his designee. The City Engineer or his designee shall, within thirty (30) days of receipt of such plans, either approve the plans or inform the Licensees of the reasons for disapproval. The Licensee shall designate a responsible contact person with whom officials of the City can communicate with on all matters relating to facilities installation and maintenance.

4.2 Prior to any excavation within the Public Rights-of-Way, the Licensee shall obtain a permit and perform such work in accordance with applicable provisions of the City Code, and any subsequent ordinances or regulations that may be adopted by the City regarding excavation work.

4.3 Within thirty (30) days of the Effective Date, Licensee shall provide City with, and shall maintain, a ROW Bond from a surety company in the amount of Fifty Thousand Dollars ($50,000) and in a form reasonably acceptable to City, as security for the faithful performance by Licensee of the provisions of this Agreement.

4.4 Prior to the commencement of any new construction or alteration of its existing Facilities located in the Public Rights-of-Way, the Licensee shall furnish to the City Engineer or his designee a subsurface utility engineering study on the proposed route of construction, expansion or alteration, which shall consist of the following tasks:

4.4.1 All available “as built” plans, plats and other location data indicating the existence and approximate location of all Facilities along the proposed construction route;

4.4.2 Completion of a visual survey and written record of the location and dimensions of any above ground features of any underground Facilities along the proposed construction route, including but not limited to manholes, valve boxes, utility boxes, post and visible street cut repairs;

4.4.3 Plot and incorporate the data obtained from completion of tasks 4.4.1 and 4.4.2 above, on to the Licensee’s proposed system route maps, plan sheets and computer aided drafting and design (“CADD”) files; and

4.4.4 Provide all such data collected into a CADD file compatible with that used by the City and deliver a copy to the City Engineer or his designee.

4.5 The Licensee shall not expand or extend the Facilities in the Public Rights-of-Way beyond the route diagram furnished to the City without approval from the City, which shall not be unreasonably withheld. Upon approval, Licensee’s route diagram shall be amended to reflect the location of the additional Facilities.

4.6 The Licensee shall be responsible for all reasonable and necessary costs borne by the City that are directly associated with the installation, maintenance, repair and replacement of the Telecommunications System and Facilities within the Public Rights-of-Way, that are not otherwise accounted for as part of the permit fees assessed. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be responsible for its own costs incurred removing or relocating the Telecommunications System and Facilities when required by the City due to City requirements relating to maintenance and use of the Public Rights-of-Way for City purposes, unless another utility or similarly situated user of the right-of-way is compensated for relocation of its facilities, in which case Licensee shall be similarly compensated.

4.7 Whenever licensee is required to perform maintenance on its infrastructure for which pedestrian or vehicle traffic would be affected, the Licensee shall notify the Administrator or designee no sooner than 48 hours or 2 business days so that proper notification of City staff and public can be notified. Any and all signage and traffic control to re-route travelers or pedestrians will be entirely the cost of the Licensee.

4.8 Whenever Licensee is required to commence work in the Public Rights-of-Way immediately because of an emergency, where there is an imminent danger of harm to life or property, Licensee shall by telephone and e-mail to the Administrator or designee, report the emergency and the extent of the work to be done, and then apply for the appropriate permits no later than the close of business on the next succeeding business day.

SECTION 5. TRANSFER OF OWNERSHIP

The rights and privileges herein granted to Licensee shall be personal to Licensee. Accordingly, pursuant to the requirements of Section 220 of the Alabama Constitution, the Licensee shall not sell, transfer, lease, assign, sublet, or dispose of in whole or in part, either by forced or voluntary sale, or by ordinary sale, consolidation, or otherwise, any of the rights or privileges granted by this Ordinance, without the prior consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no such prior consent shall be required for a transfer or assignment to any person controlling, controlled by or under the same common control as the Licensee (an “Affiliate”). The City hereby authorizes Licensee to assign and transfer Licensee’s rights and privileges to an Affiliate upon 30 days advance written notice to the City.

SECTION 6. COMPENSATION

6.1 Use Fee. Licensee shall pay to the City quarterly a fee ("Use Fee") that is in an amount equal to five percent (5%) of Licensee’s quarterly Gross Revenues. Any payments due shall be made within forty-five (45) days of the end of each of Licensee's fiscal quarters together with a report showing the basis for the computation. Gross Revenues on Telecommunications Services that originate in another Municipality, and terminate in the City shall be evenly apportioned among the two for the purposes of calculating the Fee owed to each by the Licensee, such that the aggregate use fee paid by the Licensee shall not exceed five percent (5%) of the Gross Revenue on said Services.

6.2 Late Payments. Any amounts due but not paid by the Licensee by the date set forth in Subsection 6.1 shall be deemed late.

6.2.1 In the event that the Use Fee payment is not actually received by the City on or before the applicable due date set forth in Subsection 6.1 or is underpaid, Licensee shall pay in addition to the Use Fee payment, or sum due, interest from the due date at the state legal interest rate of 8% annually (Alabama Code § 8.8.1).

6.2.2 In the event that the Use Fee payment is not made in full by the due date set forth in Subsection 6.1 and payment in full is not made within thirty (30) days after notice thereof by the City, including all interest due, then in addition to the provisions of Subsection 6.2.1 Licensee may also be declared in default of this Ordinance and subject to the fines, penalties, and sanctions permitted under Section 12 of this Ordinance.

6.2.3 Should the total amount owed remain unpaid for sixty (60) days after the date of the notification of non-payment or late payment set forth in Subsection 6.2.2, then the License may be revoked, terminated, or cancelled as noted elsewhere in this Ordinance and in accordance with rights of due process.

6.3 All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the City should conduct a review of Licensee's books and records pursuant to Section 6.6 of this Franchise and such review indicates a Use Fee underpayment of ten percent (10%) or more, the Licensee shall assume all reasonable documented costs of such audit, and pay same upon demand by the City.

6.4 Payments of Use Fees made to the City by Licensee, or remittance of amounts collected, shall be considered in addition to, and exclusive of, any and all taxes, business licenses or assessments.

6.5 Nothing in this Section 6 shall limit the authority of the City to require the payment of a fee or other assessment of any kind, by any third party, person or entity who provides services over or using Licensee’s System in the City for which charges are assessed to Subscribers or Users, but which charges are not received by Licensee.

6.6 The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, or require Licensee to provide within a reasonable time copies of any records maintained by Licensee which relate to the operation of Licensee’s Telecommunications System, including specifically Licensee's accounting and financial records related to Licensee’s Telecommunications System. The City acknowledges that some of the records which may be provided by Licensee may be classified as confidential and therefore may subject Licensee to competitive disadvantage if made public. The City shall therefore maintain the confidentiality of any and all records provided to it by Licensee which are not required to be made public pursuant to applicable laws. In the event Licensee designates any documents provided to the City as confidential, in the event of an open records request or similar request the City shall promptly provide Licensee with notice and an opportunity contest the records request, at Licensee’s own cost, prior to disclosing the confidential documents.

6.7 Licensee shall send all payments payable hereunder, to:

City Administrator
City of Northport
5800 Northport Road
Northport, Alabama 36020

SECTION 7. ACCEPTANCE

The rights and privileges granted by this Ordinance shall not be effective until receipt by the City of an unconditional acceptance from Licensee, in written form acceptable to the City, within thirty (30) days of enactment by the City Council and publication of this Ordinance as provided in Section 14. Licensee's acceptance shall be in writing and shall include delivery of a check in the amount of Three Thousand Dollars ($3,000.00) as an acceptance fee, along with all current payments, insurance certificates, and performance of other requirements as set forth in this Ordinance that have not previously been delivered.

SECTION 8. CONFIDENTIAL INFORMATION

To the extent allowed by Alabama law, if requested in writing, each party shall preserve the other party's information obtained in the course of the Licensee's use of the Public Rights-of-Way hereunder as confidential, and with the same degree of care in protecting its own confidential or proprietary information, which degree of care will be in no event less than reasonable care. The obligations under this Section 8 shall survive termination of this Ordinance.

SECTION 9. INDEMNIFICATION

9.1 Licensee shall indemnify, defend and hold the City, its officers, officials, boards, commissions, agents, representatives, servants and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes of action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and costs of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of the negligence, willful misconduct, or other fault of Licensee, the Licensee's subcontractors, employees and agents, and connected with the Licensee's operations, the exercise of the authority granted under this Ordinance, the breach of Licensee obligations under this Ordinance and/or activities hereunder. Licensee shall not be required to indemnify the City for those lawsuits, claims, costs, losses, expenses (including attorney's fees and disbursements of counsel), demands, actions, liabilities, damages, judgments, settlements, disability or causes of action which arise solely from the negligence or willful misconduct on the part of the City or its officers, officials, boards, commissions, agents, representatives, servants, employees, or subcontractors.

9.2. The indemnification obligations of Licensee set forth in this Ordinance are not limited in any way by the amount or type of damages or compensation payable by or for Licensee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Ordinance or the terms, applicability or limitations of any insurance held by Licensee.

9.3. The City does not, and shall not, waive any rights against Licensee which it may have by reason of the indemnification provided for in this Ordinance, because of the acceptance by the City, or the deposit with the City by Licensee, of any of the insurance policies described in Section 10 of this Ordinance.

9.4. The indemnification of the City by Licensee provided for in this Ordinance shall apply to all damages and claims for damages of any kind suffered by reason of any of the Licensee's operations referred to in this Ordinance, regardless of whether or not any of the insurance policies described in Section 10 of this Ordinance shall have been determined to be applicable to any such damages or claims for damages.

SECTION 10. INSURANCE

10.1 Prior to or on the date of Acceptance, Licensee shall, at its sole expense take out and maintain during the Term of this Ordinance commercial general liability insurance with a company licensed to do business in the State of Alabama with a rating by A.M. Best & Co. of not less than "A" that shall protect the Licensee, from claims which may arise from operations under this Ordinance, whether such operations be by the Licensee, its officials, officers, directors, employees and agents or any subcontractors of Licensee. This liability insurance shall include, but shall not be limited to, protection against claims arising from: a) bodily and personal injury and damage to property, resulting from Licensee’s construction, maintenance and operation of the Telecommunications System and Facilities; b) Licensee’s operation of vehicles, and; c) Licensee’s products and operations. Licensees shall maintain, throughout the Term of this Franchise, as applicable, of the Ordinance: general liability, automobile liability and workers’ compensation insurance insuring Licensee in the minimum amounts of:

10.1.1 Commercial liability insurance insuring Licensee in the minimum amounts of:

10.1.1.1 One million dollars ($1,000,000) per occurrence;

10.1.1.2. One million dollars ($1,000,000) personal and advertising injury;

10.1.1.3. One million dollars ($1,000,000) general aggregate; and

10.1.1.4 One million dollars ($1,000,000) product and completed operations aggregate.

10.1.2 Automobile liability insurance insuring Licensee in the minimum amount of one million dollars ($1,000,000) combined single limit.

10.2 The following endorsements shall be attached to the liability policy:

10.2.1 The policy shall provide coverage on an "occurrence" basis subject to the “aggregate” limit.

10.2.2 The policy shall cover personal injury as well as bodily injury.

10.2.3 The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.

10.2.4 Broad form property damage liability shall be afforded.

10.2.5 The City shall be named as an additional insured under the Licensee's general liability insurance policy and the automobile liability insurance policy.

10.2.6 An endorsement shall be provided which states that the coverage is primary insurance and that no other insurance maintained by the City will be called upon to contribute to a loss under this coverage.

10.2.7 Standard form of cross-liability shall be afforded.

10.2.8 An endorsement stating that the policy shall not be canceled without thirty (30) days advanced written notice of such cancellation given to the City.

10.2.9 Licensee shall also carry workers' compensation insurance that shall provide statutory workers' compensation coverage and employers' liability with limits of, at a minimum five hundred thousand dollars ($500,000) each accident, five hundred thousand dollars ($500,000) disease-each employee, and five hundred thousand dollars ($500,000) accident, five hundred thousand dollars ($500,000) disease – policy limit.

10.2.10 Licensee shall be responsible for the payment of any deductibles or self-insured retentions.

10.3 Licensee shall submit to the City documentation of the required insurance, including a copy of the policy showing that the City is an additional insured, as well as all properly executed endorsements.

10.4 Nothing contained in this Ordinance shall limit the Licensee's liability to the City to the limits of insurance certified or carried.

SECTION 11. SURETY BOND

If requested by the City, Licensee shall post a surety bond or letter of credit as required by the City to secure full performance of the obligations hereunder. The City may draw upon the security bond or letter of credit in accordance with the provisions of Section 12 of this Ordinance

SECTION 12. DEFAULT

12.1 Each of the following shall constitute an Event of Default by Licensee:

12.1.1 Failure to make any payments to the City by the due date, as required to be made in respect to the fee set forth in Section 6.

12.1.2 Failure to maintain the required liability insurance policy, or to provide evidence of such to the City upon request.

12.1.3 Failure to provide and maintain a valid surety bond or letter of credit as provided in Section 11.

12.1.4 Any substantial breach of a material provision of any condition to use of the Public Rights-of-Way set forth herein that is not cured within thirty (30) days after written notice to Licensee, except that any violations of any applicable safety or construction requirements or regulations that present a threat to health or safety may be required to be eliminated or remedied in a shorter period of time as deemed appropriate under the circumstances by the Administrator or designee.

12.1.5 Any persistent failure by Licensee to comply with any of the provisions, terms or conditions of this Ordinance or with any rules, regulations, orders or other directives of the City after having received written notice of a failure to comply.

12.1.6 Any act or omission that is not in compliance with any provision of any regulatory ordinance that is not cured within thirty (30) days written notice thereof, or any violation that is not cured within the period of time following written notice thereof.

12.1.7 The condemnation by public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all or substantially all of the Licensee's Facilities.

12.2 Remedies of the City. Upon the occurrence of an Event of Default, the City shall notify the Licensee in writing, in accordance with Subsection 15.4 of this Ordinance, at least thirty (30) days before pursuing any of the following remedies:

12.2.1 Make a claim against the surety bond required by the provisions of Section 11 of this Ordinance for any specified amount due to the City under Section 6 of this Ordinance; provided, however, that any such claim based on an Event of Default under Subsection 12.1.1 may only be made after the thirty (30) day period described in Subsection 6.2.2 has expired.

12.2.2 Make a claim against the surety bond required by the provisions of Section 11 of this Ordinance for the collection of liquidated damages in an amount up to two hundred dollars ($200) per day or per incident.

12.2.3 Revoke the rights and privileges granted under this Ordinance, and require Licensee to remove its Facilities from the Public Rights-of-Way; provided, however, that such remedy will not apply to an Event of Default under Subsection 12.1.1 unless the payment remains unpaid as described in Subsection 6.2.3.

12.2.4 Invoke any other remedy available by law or equity.

The Licensee shall be entitled, at any time during the thirty (30) day period following delivery to it of a written notice from the City, in accordance with Subsection 15.4 of this Ordinance, to cure the breach with respect to which the City proposes to pursue any of the above remedies. The City shall not pursue any of the above remedies by reason of any breach that is either (i) cured or with respect to which a plan to cure reasonably acceptable to the City has been presented to the City by the Licensee prior to the time at which the proposed draw can be made, or (ii) with respect to which the Licensee have not been given notice as provided above. A claim against any surety bond pursuant to Subsections 12.2.1 and 12.2.2 shall, to the extent of such claim, constitute a credit against the amount of the applicable liability of the Licensee to the City.

12.3 In the case of a material default of this Agreement, declare the Agreement to be revoked in accordance with the following:

12.3.1 The City shall give written notice to the Licensee of its intent to revoke the Franchise on the basis of noncompliance by the Licensee. The notice shall set forth the exact nature of the noncompliance. The Licensee shall have thirty (30) days from such notice to cure the noncompliance or object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from the Licensee, it may then seek termination of this Agreement at a public meeting. The City shall cause to be served upon the Licensee, at least ten (10) days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to seek such termination.

12.3.2 At the designated meeting, the City shall give the Licensee an opportunity to state its position on the matter, after which it shall determine whether or not this Agreement shall be terminated. The Licensee may appeal such determination to an appropriate state or federal court or agency which shall have the power to review the decision of the City and to modify or reverse such decision as justice may require. Such appeal must be taken within thirty (30) days of the issuance of the determination by the City.

12.4 Nonenforcement by City. Licensee shall not be relieved of any obligations to comply with any of the provisions of this Ordinance by reason of any failure or delay of the City to enforce prompt compliance. The City may only waive its rights hereunder by expressly so stating in writing and with approval of the City Council. Any such written waiver by the City of a breach or violation of any provision of this Ordinance shall not operate as or be construed to be a waiver of any subsequent breach or violation.

SECTION 13. TAXES AND LICENSE FEES

The Licensee, and any subcontractor of the Licensee, shall be fully responsible for the payment of all applicable ad valorem, property, use, and other taxes, as well as business license and other fees.

SECTION 14. PUBLICATION

After adoption by the City Council of City, this Ordinance shall be published in a newspaper having general circulation within the City at the earliest date for publication. Such publication shall be done by the City Clerk and the expenses thereof shall be paid by Licensee.

SECTION 15. MISCELLANEOUS

15.1 This Ordinance, shall constitute the entire Ordinance and no negotiations or discussions prior to adoption and acceptance of this Ordinance shall be of any effect.

15.2 The invalidity in whole or in part of any provision shall not affect the validity of any other provision.

15.3 The right and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision thereof shall not constitute a waiver of any other breach. The laws of the State of Alabama shall govern this Ordinance.

15.4 Notices shall be in writing, mailed certified with return receipt requested, effective the delivery date as shown on the return receipt, and sent to:

The Licensee:

Southern Light, LLC
Attn: Kelly McGriff
107 St Francis Street
Suite 1800
Mobile, AL 36602

The City:

City of Northport, Alabama
ATTN: MAYOR
3500 McFarland Boulevard
Northport, Alabama 35476

With a copy to:

Ronald L. Davis
City Attorney
3500 McFarland Boulevard
Northport, Alabama 35476

[Signatures on the Following Page]

Considered and approved this_____ day of ____________, 2025.

City of Northport

Signed:________________________

Name:_________________________

Title:__________________________

Date:__________________________

Southern Light, LLC

Signed:________________________

Name:_________________________

Title:__________________________

Date:__________________________

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.1.
MEETING DATE: March 17, 2025
SUBJECT: Resolution Reappointing Chuck Gerdau to the Historic Williamson Cemetery Board

Unfinished Business: New Business: X Consent Agenda:
Public Hearing: First Reading: Second Reading:

Prepared By: Morgan Williams **Approved By: Glenda Webb**

Summary:

In 2012, by Resolution 12-131, the Northport City Council re- established the Historic Williamson Cemetery Board. Mr. Chuck Gerdau's current term expired on January 1, 2025.

On February 17, 2025, the Admin Committee met and respectfully recommended that Mr. Gerdau be re-appointed to the board with his term to expire January 1, 2029.

Recommendation:

To approve the requested resolution

Funding Source/GL Code:

GL Code No. NA

Motion for Consideration:

I move to adopt the resolution appointing Mr. Chuck Gerdau to the Historic Williamson Cemetery Board with his term to expire in January of 2029.

RESOLUTION NO. 25-

RESOLUTION REAPPOINTING MR. CHUCK GERDAU TO THE HISTORIC WILLIAMSON CEMETERY BOARD

WHEREAS, the Williamson Cemetery was established in 1887; and

WHEREAS, the City of Northport owns and is responsible for the perpetual care and maintenance of the Historic Williamson Cemetery; and

WHEREAS, by Resolution 12-131, the City Council re-established the Historic Williamson Cemetery Advisory Board which consists of six (6) members appointed by the Mayor and Council and the Public Works Director.

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

1. That Mr. Chuck Gerdau be reappointed to the Historic Williamson Cemetery Board. Mr. Gerdau's term will expire January 1, 2029.

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 17, 2025

Motion: ______________________________

Second: ______________________________

DEPARTMENTAL SUMMARY OF REQUESTED ACTION

THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.2.
MEETING DATE: March 17, 2025
SUBJECT: Resolution Reappointing R.G. Lewis to the Historic Williamson Cemetery Board

Unfinished Business: New Business: X Consent Agenda:
Public Hearing: First Reading: Second Reading:
Prepared By: Morgan Williams **Approved By: Glenda Webb**

Summary:

In 2012, by Resolution 12-131, the Northport City Council re-established the Historic Williamson Cemetery Board. Mr. R.G. Lewis' current term expired on January 1, 2025.

On February 17, 2025 the Admin Committee gave a recommendation that Mr. Lewis be re-appointed to the board with his term to expire January 1, 2029.

Recommendation:

To approved the resolution attached.

Funding Source/GL Code:

GL Code No. NA

Motion for Consideration:

I move to adopt the resolution re-appointing Mr. R.G. Lewis to the Historic Williamson Cemetery Board with his term to expire in January of 2029.

RESOLUTION NO. 25-

RESOLUTION REAPPOINTING MR. R.G. LEWIS TO THE HISTORIC WILLIAMSON CEMETERY BOARD

WHEREAS, the Williamson Cemetery was established in 1887; and

WHEREAS, the City of Northport owns and is responsible for the perpetual care and maintenance of the Historic Williamson Cemetery; and

WHEREAS, by Resolution 12-131, the City Council re-established the Historic Williamson Cemetery Advisory Board which consists of six (6) members appointed by the Mayor and Council and the Public Works Director.

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

1. That Mr. R.G. Lewis be reappointed to the Historic Williamson Cemetery Board. Mr. Lewis's term will expire January 1, 2029.

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 17, 2025

Motion: ______________________________

Second: ______________________________

DEPARTMENTAL SUMMARY OF REQUESTED ACTION

THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.3.
MEETING DATE: March 17, 2025
SUBJECT: Resolution Authorizing City Administrator to Execute Engineering Services Contracts Related to the 2025 Water & Sewer Capital Budget

Unfinished Business: New Business: Consent Agenda:
Public Hearing: First Reading: Second Reading:
Prepared By: Allison Martin **Approved By: John Webb**

Summary:

On February 17, 2025, the Finance Committee recommended adopting the 2025 Water & Sewer Capital Budget. The City Council had a first reading of the ordinance adopting the 2025 Water & Sewer Capital Budget on March 3, 2025. The Council had a second reading and approved the 2025 Water & Sewer Capital Budget ordinance as part of Unfinished Business at the March 17, 2025 meeting. This resolution authorizes the City Administrator to take all necessary actions to execute engineering services contracts for projects in the approved 2025 Water & Sewer Capital Budget ordinance.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 2025 Water & Sewer Capital Budget Amount: $537,375.00

Motion for Consideration:

I move to adopt the resolution Authorizing the City Administrator to Execute Engineering Services Contracts Related to the 2025 Water & Sewer Capital Budget.

RESOLUTION NO. 25-

RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO EXECUTE ENGINEERING SERVICES CONTRACTS RELATED TO THE 2025 WATER & SEWER CAPITAL BUDGET

WHEREAS, on February 17, 2025, the Finance Committee of the City Council recommended adopting the 2025 Water & Sewer Capital Budget, and

WHEREAS, on March 3, 2025, Council had a first reading of the ordinance adopting the 2025 Water & Sewer Capital Budget, and

WHEREAS, on March 17, 2025, Council had a second reading and approved the 2025 Water & Sewer Capital Budget ordinance as part of Unfinished Business.

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

1. The City Administrator is authorized by Council to execute related engineering services contracts as listed in "Exhibit A", up to a total amount of $537,375, for the following projects: Hightown Water Tank Control Valve, Vineyards Pump Station Rehabilitation, 9th Street Sewer Replacement, Resource Lane Sewer Repair, and Water & Wastewater Treatment Plant Master Plans.
2. The City Council wishes to expedite the commencement of the approved projects without the necessity of bringing each contract back to Council for individual approval.
3. The City Administrator is hereby authorized to take all actions and execute all documents required for the implementation of this Resolution.
4. The City Administrator is hereby authorized to issue and approve requisitions associated with the contracts approved by this Resolution.

RESOLVED AND DONE THIS 17TH DAY OF MARCH 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

____
Christy Bobo, Its President

ATTEST:

____
Glenda D. Webb, City Administrator

Reading: _______________, 2025

Motion: ______________________________

Second: ______________________________

Northport
UTILITIES

EXHIBIT A

2025 WATER & SEWER CAPITAL BUDGET ENGINEERING SERVICES CONTRACTS

Project	Consultant	Contract Amount
Hightown Water Tank Control Valve	The Cassady Company, Inc.	$ 15,500.00
Vineyards Pump Station Rehabilitation	The Cassady Company, Inc.	$ 55,460.00
9th Street Sewer Replacement	The Cassady Company, Inc.	$ 56,460.00
Resource Lane Sewer Repair	The Cassady Company, Inc.	$ 28,255.00
Water & Wastewater Treatment Plant Master Plans	Garver	$ 381,700.00
Total		**$ 537,375.00**

3/17/2025

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.4.
MEETING DATE: March 17, 2025
SUBJECT: Resolution Authorizing the City Administrator to enter into a (3) three year contract with Motorola Solutions for Maintenance of the Public Safety Radio Communications System

Unfinished Business: New Business: X Consent Agenda:
Public Hearing: First Reading: Second Reading:
Prepared By: Summer Cockrell **Approved By: Gerald Burton**

Summary:
The Police Department is requesting that the City Council authorize the City administrator to enter into a (3) year contract with Morotola Solutions for the maintenance of the Public Safety radio communications.

Recommendation:
Approve the resolution

Funding Source/GL Code:
GL Code No. 01-33-000-50406 Amount: $258,567.14

Motion for Consideration:
I move that the City Council authorize the City Administrator to enter into a (3) year contract with Motorola Solutions for Maintenance of the Public Safety Radio Communication System.

RESOLUTION NO. 25-_____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A (3) THREE YEAR CONTRACT WITH MOTOROLA SOLUTIONS FOR THE MAINTENANCE OF THE PUBLIC SAFETY RADIO COMMUNICATIONS SYSTEM

WHEREAS, the Public Safety radio communications system requires annual maintenance and services by Motorola Solutions;

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 (3) three-year contract, Exhibit "A", with Motorola Services for maintenance of the Public Safety radio communications system and approve the 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 D. Webb
City Administrator

Reading: ____________________________

Motion By ____________________________

Second By: ____________________________

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2951465
Contract Number: USC000006948
Contract Modifier: R31-DEC-24 09:31:43

Date:01/01/2025

Company Name:	NORTHPORT, CITY OF
Attn:	
Billing Address:	P O BOX 569
City, State, Zip:	NORTHPORT , AL, 35476
Customer Contact:	
Phone:	

Required P.O. :
PO # :
Customer # :1011282407
Bill to Tag # :
Contract Start Date :01-May-2025
Contract End Date :30-Apr-2028
Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	$0.00
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	$70,000.00
	LSV01S01108A	ASTRO SYSTEM ADVANCED PACKAGE	$121,334.84
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$62,858.56
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	$4,373.74

Subtotal - Recurring Services	$21,547.26	$258,567.14
Subtotal - One-Time Event Services	$0.00	$0.00
Total		$258,567.14

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS: Pricing

2025-2026- $82,000- Includes MDR Cyber with a one-time $3,600 setup fee
2026-2027- $86,567.12
2027-2028- $90,000.02

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Agreement.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

MOTOROLA SOLUTIONS

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2951465
Contract Number: USC000006948
Contract Modifier: R31-DEC-24 09:31:43

CUSTOMER (PRINT NAME)

Mike Williams Customer Support Manager- Alabama 02/06/2025

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

Mike Williams 2059659153

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name : NORTHPORT, CITY OF
Contract Number : USC000006948
Contract Modifier : R31-DEC-24 09:31:43
Contract Start Date : 01-May-2025
Contract End Date : 30-Apr-2028

MOTOROLA SOLUTIONS

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2951465
Contract Number: USC000006948
Contract Modifier: R31-DEC-24 09:31:43

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

5.3 This Agreement pricing provided does not take into account prevailing wage requirement. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS
12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS
13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS
Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY
During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS
17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.5.
MEETING DATE: March 17, 2025
SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with Robinson & Sons Construction Services, Inc. for Water Treatment Plant Clearwell Roof Rehabilitation

Unfinished Business:	New Business:	Consent Agenda:
Public Hearing:	First Reading:	Second Reading:

Prepared By: Allison Martin **Approved By: John Webb**

Summary:

The Utilities Department requested proposals for the Water Treatment Plant Clearwell Roof Rehabilitation project in January. The project includes pressure washing the clearwell, repairing the area of failing joint material on the clearwell roof, and applying a waterproofing system to the clearwell roof. Robinson & Sons Construction Services, Inc. provided the lowest cost proposal. The Utilities Department is requesting authorization for the City Administrator to execute a minor public works contract with Robinson & Sons Construction Services, Inc. in the amount of $98,560.00, to be funded out of the 2025 Water & Sewer Capital Budget.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 2025 Water & Sewer Capital Budget Amount: $98,560.00

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to execute a contract with Robinson & Sons Construction Services, Inc for Water Treatment Plant Clearwell Roof Rehabilitation in the amount of $98,560.00, and to authorize the City Administrator to take all actions, execute all documents, and approve all expenditures for this contract.

RESOLUTION NO. 25-

RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH ROBINSON & SONS CONSTRUCTION SERVICE, INC., FOR WATER TREATMENT PLANT CLEARWELL ROOF REHABILITATION

WHEREAS, the Utilities Department requested proposals for the Water Treatment Plant Clearwell Roof Rehabilitation project in January, and

WHEREAS, a proposal was received from Robinson & Sons Construction Services, Inc., to pressure wash, repair failing joint material, and apply a waterproofing system to the roof of the clearwell at the Water Treatment Plant; and

WHEREAS, this work is necessary as part of the Water Treatment Plant Clearwell Roof Rehabilitation project.

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

1. The City Administrator is authorized by Council to take all actions, execute all documents, and approve all expenditures pertaining to said contract as approved by this resolution.

RESOLVED AND DONE THIS 17TH DAY OF MARCH 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

____
Christy Bobo, Its President

ATTEST:

____
Glenda D. Webb, City Administrator

Reading: _______________, 2025

Motion: ______________________________

Second: ______________________________

CONSULTING STRUCTURAL
MAK
ENGINEERING

March 5, 2025

Mr. Kevin Turner
Deputy Director of Utilities
City of Northport
3500 McFarland Boulevard
Northport, AL 35476

Re: Northport Clearwell – Concrete Joint Repairs

Mr. Turner:

MAK Engineering was asked to review the proposed repairs to the clearwell located at the Water Treatment Plant on Larry Lake Road in Northport. The clearwell is constructed utilizing cast-in-place concrete. Consequently, concrete joints are located in the roof structure. The existing waterproofing at the joints has failed or is otherwise deteriorated at several locations throughout the roof.

Therefore, Robinson & Sons Construction Services, Inc. (Robinson) proposed the attached repairs to the concrete joints. In addition, they are proposing to provide coating protection across the entire roof structure. The repair procedures and products submitted by Robinson appear suitable for this application. It is recommended that Robinson repair and coat the clearwell roof as proposed.

Sincerely,

Scott J. Dollar

Scott J. Dollar, P.E.
Partner / Vice President
MAK engineering, LLC

ALABAMA
LICENSED
No. 27812
PROFESSIONAL
ENGINEER
SCOTT J. DOLLAR

Attachment: Robinson & Sons Construction Services, Inc. Proposal

ROBINSON & SONS CONSTRUCTION SERVICES, INC.

80 Fifth Avenue / Haleyville, AL 35565
Telephone (205) 486-5763 / Fax (205) 486-3045

January 28, 2025

City of Northport Utilities Department
Adam Holloway
WTP Superintendent
City of Northport Utilities Department
3521 3rd Street South
Northport, Alabama 35476

We would like to submit the following proposal for the Northport WTP Clearwell Joint Repair and Roof Coating.

Remove all previously applied material that is not suitable for New Application

Pressure Wash ALL Surfaces with Min 4000psi @ 4gpm

New Application per the attached Scope of Work

Total Amount of Proposal: $98,560

All material is guaranteed to be as specified, and the above work to be performed in a substantial workmanlike manner. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

Respectfully submitted Robinson & Sons Construction Services, Inc.

Per ______________________
Ronnie Robinson
NACE Certified Coatings Inspector # 9144

SCOPE OF WORK

Concrete Clearwell Top Waterproofing System

Existing Joints

Primer: Tnemec Series 151 Elasto-Grip FC applied at 1.0 – 1.5 mils DFT.

Joint Detail: Apply Tnemec 154 Tneme-Guard at 10- 15 wet mils. While still wet lay Tnemec Series 211-OC30375-UT (30” Octagonal Mesh) into wet film. Once mesh is placed apply neat coat of Series 154 by brush and roller, forcing the 154 through the mesh to saturate and encapsulate the mesh. Series 154 neat at approximately 16-20 wet mils.

Remaining Clearwell Top Coating

Primer: Tnemec 154 Tneme-Guard (thinned 25%) applied at 115 – 160 square feet per gallon (10-15 wet mils).

Slurry Coat: Tnemec 154 Tneme-Guard slurry (1 part 154 Liquid and 1 part 30/50 mesh sand – thinned 5%-10%) applied at 60 – 80 square feet per gallon.

Entire Clearwell Top Coating

Finish: Tnemec Series 1081 Endura-Shield WB applied at 2.0 – 3.0 mils DFT.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION

THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.6.
MEETING DATE: March 17, 2025
SUBJECT: Resolution Accepting the 2024 Audit

Unfinished Business:	New Business: X	Consent Agenda:
Public Hearing:	First Reading:	Second Reading:

Prepared By: Whitney Bostick **Approved By: Darren McGee**

Summary:
This resolution will accept the 2024 Audit Report as prepared by LeCroy Richardson.

Recommendation:
Approve the attached resolution.

Funding Source/GL Code:
GL Code No. N/A Amount: $ N/A

Motion for Consideration:
I move to adopt the resolution accepting the 2024 audit report as completed by LeCroy Richardson.

RESOLUTION NO.

RESOLUTION ACCEPTING THE 2024 AUDIT REPORT

WHEREAS, LeCroy Richardson has conducted the 2024 Financial Audit for the City of Northport; and

WHEREAS, LeCroy Richardson has presented the 2024 Audit Report to the Northport City Council.

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

1. That the 2024 Audit Report as completed by LeCroy Richardson is hereby accepted by the Northport City Council.

RESOLVED AND DONE THIS 17TH DAY OF MARCH 2025.

CITY COUNCIL OF THE
CITY OF NORTHPORT

____
Christy Bobo, Its President

ATTEST:

____
Glenda D. Webb
City Administrator

Reading: March 17, 2025

Motion: ______________________________

Second: ______________________________

DEPARTMENTAL SUMMARY OF REQUESTED ACTION

THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.7.
MEETING DATE: March 17, 2025
SUBJECT: Resolution Authorizing the City Administrator to execute Change Order No. 1 with FieldTurf USA, Inc for River Run Park at Northport Shore - Turf Package

Unfinished Business:	New Business: X	Consent Agenda:
Public Hearing:	First Reading:	Second Reading:

Prepared By: Morgan Williams **Approved By: Savannah Nelson**

Summary:

On November 18, 2024, the City Council approved Resolution 24-175 authorizing the City Administrator to purchase athletic turf surfacing for River Run Park at Northport Shore with FieldTurf USA, Inc. for the amount of $3,165,459.00.

The Change Order No. 1 received from FieldTurf USA, Inc. reflects an additional logo for Fields 2, 3, and 8 with an increased logo size on Field 1 for the amount of $10,240.00. The Engineering department has reviewed the change order request and is recommending approval.

Recommendation:

I recommend the request be approved

Funding Source/GL Code:

GL Code No. 01-32-600-82002 Amount: $10,240.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute Change Order No. 1 with FieldTurf USA, Inc for the River Run Park at Northport Shore - Turf Package in the amount of $10,240.00.

RESOLUTION NO. 25-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CHANGE ORDER NO. 1 WITH FIELDTURF USA, INC FOR THE RIVER RUN PARK AT NORTHPORT SHORE – TURF PACKAGE

WHEREAS, the City of Northport previously awarded the River Run Park at Northport Shore – Turf Package to FielfdTurf USA, Inc; and,

WHEREAS, a change order is needed in order to add logos to Fields 2, 3, and 8 with an increased size logo for Field 1.

WHEREAS, the change order in the amount of $10,240.00.

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

1. To authorize the City Administrator to execute Change Order No. 1 with FieldTurf USA, Inc for the River Run Park at Northport Shore – Turf Package in the amount of $10,240.00.

RESOLVED AND DONE THIS 17th DAY OF MARCH 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

____

Christy Bobo, Its President

ATTEST:

____

Glenda D. Webb, City Administrator

Reading: March 17, 2025

Motion: ______________________________

Second: ______________________________

Contract Change Order Proposal

Date: 03.05.2025
COP#: 1

From: FieldTurf USA, Inc.
7445 Côte-de-Liesse Road, Suite 200
Montreal, Quebec H4T 1G2

To: City of Northport
3500 McFarland Blvd
Northport, AL 35476

Project: City of Northport River Run Park Fields 1 - 9
300 River Run Park South
Northport AL, 35476

Contact: Terra Tubbs
Phone: 205-339-7000
Fax:
Email: ttubbs@cityofnorthport.org

Scope Description: Add one 5' x 9' logo per field to Fields 2, 3, and 8. As well as increase the logo size to 9' x 15' on Field 1.

DESCRIPTION	QTY	UNIT	UP	PRICE
Additional field graphics	1	LS		$10,125.00
Performance & Payment Bond	1	LS		$115.00

TOTAL CHANGE ORDER:	**$10,240.00**
ORIGINAL CONTRACT:	**$3,165,459.00**
PREVIOUS CHANGE ORDERS:	$0.00
REVISED CONTRACT TOTAL:	**$3,175,699.00**

Notes/Exclusions:

- Quote is valid for thirty (30) calendar days
- The Contract Time will be increased by __**0**__ days.

It is mutually agreed that for the above-referenced changes to take place, the original contract price will be adjusted by the above-referenced amount, which will become payable in accordance with the same terms and conditions as in the original contract or purchase order.

If all the terms of this change order are acceptable please have an authorized representative sign the bottom of this document and return it to FieldTurf's Montreal office, or as otherwise provided in the contract documents. FieldTurf will, in turn, provide a fully executed copy for your records. Once this document is fully executed, it will be considered a revision/modification to the original

FieldTurf USA, Inc.

Authorized Representative

Date 03.05.2025

Owner/General Contractor

Authorized Representative

Date

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.8.
MEETING DATE: March 17, 2025
SUBJECT: Resolution Authorizing the City Administrator to execute Change Order No. 1 with CivilCON, LLC for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project - Contract B: Sewer Force Main

Unfinished Business:	New Business: X	Consent Agenda:
Public Hearing:	First Reading:	Second Reading:

Prepared By: Morgan Williams **Approved By: Savannah Nelson**

Summary:

On July 15, 2024, the City Council approved Resolution 24-115 authorizing the City Administrator to execute a contract with CivilCON, LLC for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project - Contract B: Sewer Force Main in the amount of $1,425,717.15.

CivilCON, LLC has submitted Change Order No. 1 for the scope of prepayment requirements by the contractor, Wilson & Company, for inspection. The previous allowance was allotted to $12,000.00; the amount for prepayment is $20,750.00, with a difference of $8,750.00. The Engineering department has reviewed the Change Order No. 1 for the amount of $8,750.00 and is requesting approval.

Recommendation:

I recommend this item be approved

Funding Source/GL Code:

GL Code No. 50-39-600-81508 Amount: $8,750.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute Change Order No. 1 with CivilCON, LLC for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project - Contract B: Sewer Force Main, in the amount of $8,750.00.

RESOLUTION NO. 25-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CHANGE ORDER NO. 1 WITH CIVILCON, LLC FOR THE HIGHWAY 82 PUMP STATION, GRAVITY SEWER, AND FORCE MAIN PROJECT – CONTRACT B: SEWER FORCE MAIN

WHEREAS, the City of Northport previously awarded the Highway 82 Pump Station, Gravity Sewer, and Force Main Project – Contract B: Sewer Force Main to CivilCON, LLC; and,

WHEREAS, a change order is needed in order to reflect the inspection fee from the original bid;

WHEREAS, Change Order No. 1 is in the amount of $8,750.00.

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

1. To authorize the City Administrator to execute Change Order No. 1 with CivilCON, LLC for the Highway 82 Pump Station, Gravity Sewer, and Force Main Project – Contract B: Sewer Force Main in the amount of $8,750.00.

RESOLVED AND DONE THIS 17th DAY OF MARCH 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

____
Christy Bobo, Its President

ATTEST:

____
Glenda D. Webb, City Administrator

Reading: March 17, 2025

Motion: ______________________________

Second: ______________________________

CHANGE ORDER

Number One

Date March 11, 2025

Owner's Project No. ADEM CWSRF No. CS010621-07

Engineer's Project No. 20-135B

Project Hwy. 82 Pump Station, Gravity Sewer, and Force Main, **Contract B: Sewer Force Main**

Owner City of Northport

Contractor CivilCON, LLC

Contract Date August 12, 2024

To: Daniel Homan, Project Manager, CivilCON, LLC *(contractor)*

Nature of Change

1. Time extension to match Contract A to install force main at the same time as gravity at Armory and church.
    Contract Start Date: 9/9/24
    Existing - Contract Time: 180 calendar day, Contract End Date: 3/8/25
    New - Contract Time: 359 calendar days, **Contract End Date: 9/3/25** (Same as Contract A)

2. Additional $8,750 for Bid Item No. 3. The original estimated cost for flagging (and inspection) as included in the bid as an allowance was $12,000. Per the attached invoice from Wilson & Company (required KCS inspection provider) a prepayment of $20,750 was required by the Contractor for inspection. *This invoice does not include flagging and as such, a subsequent change order for additional flagging costs will be requested after installation of the railroad crossing is complete and the final flagging invoice has been submitted.*

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Price Prior to this Change Order	$ 1,425,717.15	
Net (increase)(~~decrease)~~ Resulting From this Change Order	$ 8,750.00	
Current Contract Price, Including this Change Order	$ 1,434,467.15	
Contract Time Prior to this Change Order	180	Calendar Days (Start 9/9/24, End 3/8/25)
Net (increase)~~(decrease)~~ Resulting from this Change Order	179	Calendar Days
Current Contract Time, Including this Change Order	359	Calendar Days (Start 3/7/22, End 9/3/25)

You are directed to make the above noted changes in the subject contract:

Owner City of Northport, Alabama By Date
Glenda D. Webb, City Administrator

The above changes are approved.

Engineer The Cassady Company, Inc. By Collins Espy Date 3/11/2025
Collins Espy, P.E.

The above changes are approved.

Contractor CivilCON, LLC. By Daniel Homan Date 3/11/2025
Daniel Homan, Project Manager

Wilson & Company, Inc.,
Engineers & Architects
PO Box 74954
Chicago, IL 60675-4954

PREPAYMENT INVOICE

To: Dominion Construction Co., Inc.
PO Box 70
Duncanville, AL 35456

Invoice No: 2482315332 - 2
Invoice Date: February 12, 2025

Permit Tracking No.: 23-15332
Division: KCS
Subdiv.: Tuscaloosa
Station: Northport
MP: 71.674
L.S.: N/A
State: AL

Project: Utility Inspection & Roadway Worker In Charge Services

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Project 2482315332 KCS UIC 23-15332 City of Northport

Permit Description: **30" Steel Casing w/ 18" Duct. Iron Carrier for Wastewater @ 15' Under Rail**

Inspection	**# Units**	**Unit Price**		**Total Amount**
Inspection	12	$1,500.00	per 10 hour day	$18,000.00
Inspector Mobilization	1	$2,750.00	each	$2,750.00
Inspection Overtime	0	$165.00	per hour over 10	$0.00
Inspection Re-Mobilization	0	$450.00	each	$0.00
			Total Inspection:	**$20,750.00**

Roadway Worker in Charge (RWIC)	**# Units**	**Unit Price**		**Total Amount**
RWIC	0	$1,500.00	per 10 hour day	$0.00
RWIC Overtime	0	$165.00	per hour over 10	$0.00
RWIC Mobilization	0	$450.00	each	$0.00
			Total (RWIC):	**$0.00**

Invoice Amount: **$20,750.00**

PAYMENT DUE UPON RECEIPT

***Confirmed pre-payment is required before services will be scheduled. Note that a minimum lead time of 15 days from confirmation of payment is required to schedule all utility installations.**

*Also note that a positive balance of pre-paid inspection and/or roadway worker in charge services are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. It is your responsibility to ensure that a sufficient number of days to complete construction have been fully funded.

*All cancellations must be submitted to WilsonCompany.Utility.IC@wilsonco.com with "Cancellation Request" and your permit number in the subject line. Your cancellation must be verified by the Scheduling Agent and confirmed by all parties before it is valid.

*The prepayment invoice is based on the estimated duration of project as discussed. Unused funds will be refunded to Licensee by the Scheduling Agent.

- **For Electronic Payments, see attached instructions.**
- **Credit Card Payments will include an additional 3.29% Non-Cash Adjustment**
- **Prepaid Invoice is valid for 90 days**

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.9.
MEETING DATE: March 17, 2025
SUBJECT: Resolution Authorizing the City Administrator to Execute a Contract with TTL, Inc. for C E & I Services for the Downtown Streetscape Phase III Project

Unfinished Business:	New Business: X	Consent Agenda:
Public Hearing:	First Reading:	Second Reading:

Prepared By: Morgan Williams **Approved By: Savannah Nelson**

Summary:
The Engineering Department is requesting that the City Council authorize the City Administrator to execute a contract with TTL, Inc. for C E & I Services for Downtown Streetscape Phase III Project. The Downtown Streetscape Phase III project will be funded 80/20 in part by the U.S. Department of Transportation Safe Streets for all grant funds. The fiscal impact on the City will be $265,500.00. Documentation is attached.

Recommendation:
I recommend that this request be approved.

Funding Source/GL Code:
GL Code No. 01-45-600-54201 Amount: $265,500.00

Motion for Consideration:
I move that the City Council authorize the City Administrator to execute a contract with TTL, Inc. for the C E & I Services for the Downtown Streetscape Phase III Project in the amount of $265,500.00.

RESOLUTION NO. 25-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH TTL, INC. FOR C E & I SERVCES FOR THE DOWNTOWN STREETSCAPE PHASE III PROJECT

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute a contract with TTL, Inc. for the C E & I Services for the Downtown Streetscape Phase III project; and,

WHEREAS, the fiscal impact for the City for the C E & I Services will be $265,500.00.

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

1. To authorize the City Administrator to execute a contract with TTL, Inc. for the C E & I Services for the Downtown Streetscape Phase III project, and the total amount for these services will be $265,000.00.

RESOLVED AND DONE THIS 17th DAY OF MARCH 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

____

Christy Bobo, Its President

ATTEST:

____

Glenda D. Webb, City Administrator

Reading: March 17, 2025

Motion: ______________________________

Second: ______________________________

TTL
3200 Rice Mine Road NE
Tuscaloosa, AL 35406
205.345.0816
www.ttlusa.com

March 10, 2025

Mr. Brad Matthews
Assistant City Engineer
City of Northport
3500 McFarland Boulevard
Northport, AL 35476

RE: ***Downtown Northport Sidewalk and Streetscaping Improvements Project – Phase 3***
Proposal for Construction Engineering/Inspection and Construction Materials Testing and Construction Staking Services
1st Street from 1st and Main Development to Dreamland Drive
ALDOT Project No.: TAPSU-TA24(915)
Northport, Alabama
TTL Proposal No. P002301003311.00

Dear Mr. Matthews:

TTL, Inc. (TTL) appreciates the opportunity to submit a proposal for Construction Engineering/Inspection (CEI), Construction Materials Testing (CMT), and Construction Staking services for the sidewalk, streetscape, and utility relocation improvements project on 1st Street in downtown Northport. Enclosed are the proposed scope of services, and our proposed fees. TTL is on ALDOT's approved list of CEI consultants and TTL personnel have all required ALDOT certifications including Radiation, Earthwork, Roadway, Plant, Concrete, etc. required to complete the work.

The project consists of approximately 700 feet of streetscape improvements along 1st Street from just east of the existing 1st and Main development to the existing drive to Dreamland Barbeque located off of Bridge Avenue. These improvements are located beneath the existing Lurleen Wallace Boulevard (US Highway NO. 43/Alabama Highway No. 69) bridge and is an extension of the Phase 2 improvements. The project will include grading, drain, base, pave, traffic striping/signage, landscape, irrigation, street/pedestrian lighting, sidewalk improvements, and underground duct bank for private utility company modifications. It is anticipated that the project contract time for construction will be 100 days. We have estimated 15% of the low bid construction cost for CEI and CMT services per ALDOT's typical percentage. These services, record drawings, and construction staking services shall be performed on an hourly basis.

TTL personnel will observe the Contractor's activities on a daily basis, record construction quantities as necessary, and submit the required ALDOT BMT forms. TTL personnel will observe subgrade improvements and perform field density testing of fill soils and base materials. Our understanding is ALDOT will provide a technician for the laboratory testing of the asphalt. The Contractor will be responsible for quality control and will be cutting cores for density testing.

We anticipate a full-time inspector will be required for the duration of the project and an additional part-time inspector as needed.

(continued next page)

Our CEI and CMT services will include:

- Review and approve all material submittals for the project.
- Review and approve monthly pay requests with submittal to ALDOT for approval and to the City of Northport for payment.
- Observe contractor's activities and creating daily report logs.
- Recording construction quantities.
- Submit required ALDOT BMT forms, material certifications, and pay estimate reviews during the course of the project.
- Observe subgrade repairs and patching (if needed).
- Observe backfill placement and perform nuclear density tests on the compacted backfill.
- Obtain bulk samples of the backfill soils for Proctor density and laboratory classification testing.
- Observe aggregate base placement and perform nuclear density tests on the compacted aggregate materials.
- Obtain bulk samples of the aggregate materials for Proctor density and aggregate analysis testing.
- Observe municipal utility installations and subsequent testing. (Sanitary Sewer, Water Distribution, and Storm Drainage)
- Observe private utility company duct bank installations for above ground relocations to below ground.
- Observe landscape, irrigation, and street/pedestrian lighting improvements.
- Construction Staking of the following:
    1. Project Control
    2. Storm Drainage, Sanitary Sewer, and Water Distribution Improvements
    3. Curb and Gutter, Curb, and Roadway Edge of Pavement Improvements
    4. Sidewalks and Ramps
    5. Underground Power, Communications, and Fiber Duct Banks
    6. Subgrade Rough and Bluetopping Staking

All construction staking items noted above will require a 48-hour notice and be staked one (1) time only. Any re-staking or any other requested items outside of these listed items will be provided on an hourly basis according to our hourly rate schedule and charged to the Contractor directly.

(continued next page)

We have included additional permitting services to complete the remaining ALDOT Utility permitting and Surveying requirements for the parking on R.O.W. usage agreement between the City and ALDOT for this project on Lurleen Wallace Boulevard R.O.W.

Additional expenses have been included for printing of conformance plans for construction and/or ALDOT hard copies sets for permitting.

These services are hourly as needed to address the Using cost information from the final certified bid tabulation and information from similar projects, we recommend the following be budgeted for the testing and inspection program:

Construction Staking:	$42,900.00
Record Drawing Plans:	$5,700.00
All Other SDC:	$190,600.00
Construction Testing:	$19,800.00
ALDOT Permitting/Surveying:	$5,000.00
Expenses:	$1,500.00
LOMR:	N/A
Sales and Use Tax:	N/A
SUMMARY OF FEES:	$265,500.00

We will invoice you each month based on the amount of our services that have been completed. Overtime will not be charged without prior approval from ALDOT and/or the City of Northport.

The presence of our field representative will be for the purpose of providing inspection and field testing. The Contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse the Contractor in any way from defects discovered in his work. Our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the Contractor.

We appreciate the opportunity to submit a proposal for providing CEI, CMT, and Construction Staking services for this project. Please call if you have any questions or if you need other pricing information.

Sincerely,

TTL, Inc.

Frank E Summers

Frank E. Summers, PE
Vice President

Chris D. Crawford, PE
Vice President/Civil Regional Leader

Attachment: Bid Tabulation
2024 Hourly Rate Schedule

TTL

2025 FEE SCHEDULE

Staff Position	Rate
Project Administrator I	$72.00 / Hour
Project Administrator II	$80.00 / Hour
Project Administrator III	$86.00 / Hour
Project Administrator IV	$93.00 / Hour
Project Administrator V	$105.00 / Hour
Project Administrator VI	$111.00 / Hour
Project Administrator VII	$120.00 / Hour
Project Administrator VIII	$126.00 / Hour
Project Technician I	$64.00 / Hour
Project Technician II	$66.00 / Hour
Project Technician III	$69.00 / Hour
Project Technician IV	$74.00 / Hour
Project Technician V	$81.00 / Hour
Project Technician VI	$88.00 / Hour
Senior Project Technician I	$96.00 / Hour
Senior Project Technician II	$102.00 / Hour
Senior Project Technician III	$108.00 / Hour
Senior Project Technician IV	$122.00 / Hour
Senior Project Technician V	$133.00 / Hour
Senior Project Technician VI	$140.00 / Hour
Senior Project Technician VII	$147.00 / Hour
Field Coordinator / Field Supervisor	$122.00 / Hour
NACE Level I Technician	$127.00 / Hour
NACE Level II Technician	$142.00 / Hour
NACE Level III Technician	$193.00 / Hour
NDT Steel/ASNT Level I Technician	$122.00 / Hour
NDT Steel/ASNT Level II Technician	$127.00 / Hour
NDT Steel/ASNT Level III Technician	$193.00 / Hour
NDT Steel/AWS Certified Welding Inspector	$122.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level I Inspector	$127.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level II Inspector	$138.00 / Hour
Metals QA/QC Manager I	$189.00 / Hour
Metals QA/QC Manager II	$194.00 / Hour
Metals QA/QC Manager III	$200.00 / Hour
Professional Land Surveyor I	$158.00 / Hour
Professional Land Surveyor II	$189.00 / Hour
Professional Land Surveyor III	$210.00 / Hour
Professional Land Surveyor IV	$235.00 / Hour
Project Professional I	$147.00 / Hour
Project Professional II	$159.00 / Hour
Project Professional III	$171.00 / Hour
Project Professional IV	$183.00 / Hour
Project Professional V	$196.00 / Hour
Project Professional VI	$205.00 / Hour
Project Professional VII	$220.00 / Hour
Senior Project Professional I	$227.00 / Hour
Senior Project Professional II	$238.00 / Hour
Senior Project Professional III	$246.00 / Hour
Senior Project Professional IV	$257.00 / Hour

Staff Position	Rate		
Senior Project Professional V	$267.00	/	Hour
Senior Project Professional VI	$277.00	/	Hour
Senior Project Professional VII	$287.00	/	Hour
Project Manager I	$153.00	/	Hour
Project Manager II	$164.00	/	Hour
Project Manager III	$175.00	/	Hour
Project Manager IV	$187.00	/	Hour
Project Manager V	$198.00	/	Hour
Project Manager VI	$210.00	/	Hour
Project Manager VII	$220.00	/	Hour
Senior Project Manager I	$230.00	/	Hour
Senior Project Manager II	$240.00	/	Hour
Senior Project Manager III	$250.00	/	Hour
Senior Project Manager IV	$260.00	/	Hour
Senior Project Manager V	$270.00	/	Hour
Senior Project Manager VI	$280.00	/	Hour
Senior Project Manager VII	$290.00	/	Hour
Senior Project Manager VIII	$300.00	/	Hour
Senior Project Manager IX	$315.00	/	Hour
Principal I	$285.00	/	Hour
Principal II	$295.00	/	Hour
Principal III	$305.00	/	Hour
Principal IV	$315.00	/	Hour
Academia Consultant	Cost	+	20%
Specialty Consultant	Cost	+	20%

Printing Costs:	
Copier Prints (Black and White/Color)	$0.17/Sheet
Plotter Prints (Black and White)	$0.85/Sq Ft
Plotter Prints (Color)	$1.50/Sq Ft
Mylar Prints	$5.00/Sq Ft

Notes:

1. Hourly rates for holidays, weekends, or work over 40 hours per week shall be 1.3 times the standard unit rates.
2. Services provided in subsequent years to be billed at 1.05 times above rates unless new rate schedule is approved.
3. Equipment, tests, vehicle mileage, meals, lodging, air travel, freight, delivery, printing, non-general overhead, etc. are not included in above personnel rates. Unless stated otherwise, such costs will be invoiced at cost plus 20%.
4. A two hour minimum charge per site visit will be applied to all technician level staff positions.
5. A 24-hour advance notice is requested for scheduling or canceling all personnel field services.
6. Sub-Consultants billed through TTL shall be subject to an additional 15 percent administrative fee.

TTL

City of Northport

Downtown Northport Sidewalk and Streetscaping Improvements Project - Phase III

ALDOT Project No. TAPSU-TA24(915)

TTL Project No. 23-01-03311.00

BID TABULATION FORM

BID OPENING: THURSDAY, FEBRUARY 6, 2025 AT 2:00 P.M.

CERTIFICATE:
I, Franklin E. Summers, III, a Registered Professional Engineer in the State of Alabama and representing the firm of TTL, Inc., do hereby certify that to the best of my knowledge, the following Tabulation of Bids is true and correct.

Frank E Summers

Franklin E. Summers, III, P.E., Alabama Registration No. 25786

No. 25786

ELIGIBLE ITEMS

					Dominion Construction Co., Inc. P.O. Box 70 Duncanville, AL. 35456 AL License No. 44290		*Price Construction Company Inc.* P.O. Box 78 Peterson, AL. 35478 AL License No. 15839		*J.D. Morris Construction Co., Inc.* 5645 Myron Clark Road McCalla, AL. 35111 AL License No. 22399		*Cornerstone Civil Contractors, LLC* 5722 21st Street Tuscaloosa, AL. 35401 AL License No. 39115	
Line No.	*Item No.*	*Quantity*	*Unit*	*Description*	*Unit Cost*	*Total Cost*	*Unit Cost*	*Total Cost*	*Unit Cost*	*Total Cost*	*Unit Cost*	*Total Cost*
1	201A-002	1	Lump Sum	Clearing and Grubbing (Maximum Allowable Bid $8,000/acre)(Approximately 1.5 Acres)	$12,000.00	$ 12,000.00	$12,000.00	$ 12,000.00	$12,000.00	$ 12,000.00	$12,000.00	$ 12,000.00
2	206C-000	96	Square Yard	Removing Concrete Sidewalk	$10.85	$ 1,041.60	$10.00	$ 960.00	$24.17	$ 2,320.32	$39.74	$ 3,815.04
3	206C-003	74	Square Yard	Removing Concrete Flumes	$10.85	$ 802.90	$10.00	$ 740.00	$29.50	$ 2,183.00	$39.74	$ 2,940.76
4	206C-010	452	Square Yard	Removing Concrete Driveway	$10.85	$ 4,904.20	$10.00	$ 4,520.00	$30.00	$ 13,560.00	$44.82	$ 20,258.64
5	206C-023	73	Square Yard	Removing Riprap	$42.00	$ 3,066.00	$10.00	$ 730.00	$15.00	$ 1,095.00	$31.35	$ 2,288.55
6	206D-000	68	Linear Foot	Removing Pipe	$41.00	$ 2,788.00	$50.00	$ 3,400.00	$10.00	$ 680.00	$162.92	$ 11,078.56
7	206D-002	325	Linear Foot	Removing Curb	$10.00	$ 3,250.00	$10.00	$ 3,250.00	$14.75	$ 4,793.75	$23.48	$ 7,631.00
8	206D-003	593	Linear Foot	Removing Curb and Gutter	$10.00	$ 5,930.00	$10.00	$ 5,930.00	$15.00	$ 8,895.00	$19.30	$ 11,444.90
9	206D-011	421	Linear Foot	Removing Fence	$5.00	$ 2,105.00	$10.00	$ 4,210.00	$12.00	$ 5,052.00	$6.92	$ 2,913.32
10	210A-000	3000	Cubic Yard	Unclassified Excavation	$39.58	$ 118,740.00	$50.00	$ 150,000.00	$30.00	$ 90,000.00	$35.95	$ 107,850.00
11	210D-021	500	Cubic Yard	Borrow Excavation (Loose Truckbed Measurement) (A4 or Better)	$36.32	$ 18,160.00	$50.00	$ 25,000.00	$50.00	$ 25,000.00	$65.00	$ 32,500.00
12	230B-000	3096	Square Yard	Roadbed Processing	$2.00	$ 6,192.00	$1.00	$ 3,096.00	$6.60	$ 20,433.60	$1.65	$ 5,108.40
13	301A-012	3096	Squard Yard	Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness	$13.76	$ 42,600.96	$17.00	$ 52,632.00	$14.54	$ 45,015.84	$14.56	$ 45,077.76
14	401A-000	2728	Square Yard	Bituminous Treatment A	$0.10	$ 272.80	$0.11	$ 300.08	$1.30	$ 3,546.40	$0.11	$ 300.08
15	405A-000	560	Gallon	Tack Coat	$5.25	$ 2,940.00	$5.50	$ 3,080.00	$5.62	$ 3,147.20	$5.56	$ 3,113.60
16	408A-052	194	Square Yard	Planing Existing Pavement (Approximately 1.10" Thru 2.0" Thick)	$2.10	$ 407.40	$2.20	$ 426.80	$24.00	$ 4,656.00	$2.22	$ 430.68
17	424A-340	242	Ton	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	$148.05	$ 35,828.10	$155.10	$ 37,534.20	$156.51	$ 37,875.42	$156.67	$ 37,914.14
18	424B-635	226	Ton	Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B	$117.60	$ 26,577.60	$123.20	$ 27,843.20	$124.32	$ 28,096.32	$124.44	$ 28,123.44
19	424B-665	171	Ton	Superpave Bituminous Concrete Lower Binder Layer, Leveling, 3/4" Maximum Aggregate Size Mix, ESAL Range A/B	$117.60	$ 20,109.60	$123.20	$ 21,067.20	$124.32	$ 21,258.72	$124.44	$ 21,279.24
20	517A-002	14	Linear Foot	Galvanized Steel Pipe Handrail	$194.25	$ 2,719.50	$203.50	$ 2,849.00	$135.00	$ 1,890.00	$205.56	$ 2,877.84
21	529A-010	527	Squard Foot	Retaining Wall	$67.00	$ 35,309.00	$87.72	$ 46,228.44	$27.70	$ 14,597.90	$66.11	$ 34,839.97
22	533A-097	186	Linear Foot	15" Storm Sewer Pipe (Class 3 R.C.)	$52.50	$ 9,765.00	$126.00	$ 23,436.00	$70.00	$ 13,020.00	$151.96	$ 28,264.56
23	533A-099	190	Linear Foot	24" Storm Sewer Pipe (Class 3 R.C.)	$64.00	$ 12,160.00	$144.00	$ 27,360.00	$90.00	$ 17,100.00	$160.86	$ 30,563.40
24	533A-100	147	Linear Foot	30" Storm Sewer Pipe (Class 3 R.C.)	$128.00	$ 18,816.00	$164.00	$ 24,108.00	$106.00	$ 15,582.00	$204.39	$ 30,045.33
25	600A-000	1	Lump Sum	Mobilization	$140,000.00	$ 140,000.00	$50,000.00	$ 50,000.00	$165,000.00	$ 165,000.00	$250,000.00	$ 250,000.00
26	610A-004	250	Square Yard	Loose Riprap, Class 2, 24" Thick	$100.00	$ 25,000.00	$60.00	$ 15,000.00	$117.00	$ 29,250.00	$99.35	$ 24,837.50
27	618A-000	673	Square Yard	Concrete Sidewalk, 4" Thick	$64.00	$ 43,072.00	$44.83	$ 30,170.59	$72.00	$ 48,456.00	$91.69	$ 61,707.37
28	621A-011	2	Each	Junction Boxes, Type 1 or 1P	$3,000.00	$ 6,000.00	$5,000.00	$ 10,000.00	$7,200.00	$ 14,400.00	$6,246.21	$ 12,492.42
29	621C-015	2	Each	Inlets, Type S1 or S3 (1 Wing)	$5,550.00	$ 11,100.00	$7,350.00	$ 14,700.00	$5,300.00	$ 10,600.00	$8,085.35	$ 16,170.70
30	621C-017	2	Each	Inlets, Type S1 or S3 (2 Wing)	$5,700.00	$ 11,400.00	$7,500.00	$ 15,000.00	$6,300.00	$ 12,600.00	$6,679.50	$ 13,359.00
31	621C-030	3	Each	Inlets, Type Special (Combination and Flume Inlet)	$9,920.00	$ 29,760.00	$10,500.00	$ 31,500.00	$7,200.00	$ 21,600.00	$9,362.78	$ 28,088.34
32	623A-001	59	Linear Foot	Concrete Gutter (Valley)	$22.00	$ 1,298.00	$44.00	$ 2,596.00	$30.00	$ 1,770.00	$72.81	$ 4,295.79
33	623C-000	1590	Linear Foot	Combination Curb & Gutter, Type C	$20.65	$ 32,833.50	$28.60	$ 45,474.00	$40.00	$ 63,600.00	$48.69	$ 77,417.10
34	650A-000	696	Cubic Yard	Topsoil	$54.60	$ 38,001.60	$35.20	$ 24,499.20	$55.00	$ 38,280.00	$35.56	$ 24,749.76
35	652A-100	1	Acre	Seeding	$2,656.50	$ 2,656.50	$1,100.00	$ 1,100.00	$2,395.00	$ 2,395.00	$1,111.11	$ 1,111.11
36	654A-010	3310	Square Yard	Solid Sodding (Empire Zoysia)	$10.00	$ 33,100.00	$6.88	$ 22,772.80	$14.50	$ 47,995.00	$6.94	$ 22,971.40
37	656A-010	1	Acre	Mulching	$1,596.00	$ 1,596.00	$550.00	$ 550.00	$2,395.00	$ 2,395.00	$555.56	$ 555.56

38	660C-040	119	Each	Shrubs, Ilex Cornuta Burgordii Nana (Dwarf Buford Holly)	$20.00	$	2,380.00	$20.90	$	2,487.10	$29.00	$	3,451.00	$21.11	$	2,512.09
39	660C-050	20	Each	Shrubs, Ilex Cornuta Carissa (Carissa Holly)	$20.00	$	400.00	$20.90	$	418.00	$29.00	$	580.00	$21.11	$	422.20
40	660C-195	27	Each	Shrubs, Muhlenbergia Capillaris (Pink Muhly Grass)	$27.30	$	737.10	$28.60	$	772.20	$38.00	$	1,026.00	$28.89	$	780.03
41	660D-094	16	Each	Trees, Quercus Phellos (Willow Oak)	$582.75	$	9,324.00	$550.00	$	8,800.00	$360.00	$	5,760.00	$555.56	$	8,888.96
42	660D-138	3	Each	Trees, Zelkova Serrata 'Green Vase' ('Green Vase' Kelkova)	$582.75	$	1,748.25	$610.50	$	1,831.50	$360.00	$	1,080.00	$616.67	$	1,850.01
43	660D-142	3	Each	Trees, Betula Nigra 'Heritage' (River Burch)	$325.50	$	976.50	$341.00	$	1,023.00	$390.00	$	1,170.00	$344.44	$	1,033.32
44	660J-000	50	Cubic Yard	Plant Mulch	$42.00	$	2,100.00	$44.00	$	2,200.00	$50.00	$	2,500.00	$44.44	$	2,222.00
45	787A-000	1	Lump Sum	Irrigation System	$45,000.00	$	45,000.00	$27,500.00	$	27,500.00	$24,550.00	$	24,550.00	$27,777.78	$	27,777.78
46	665J-002	247	Linear Foot	Silt Fence	$3.50	$	864.50	$4.00	$	988.00	$5.00	$	1,235.00	$6.09	$	1,504.23
47	665O-001	247	Linear Foot	Silt Fence Removal	$1.00	$	247.00	$2.00	$	494.00	$1.80	$	444.60	$3.59	$	886.73
48	665P-005	9	Each	Inlet Protection, Stage 3 or 4	$675.00	$	6,075.00	$500.00	$	4,500.00	$570.00	$	5,130.00	$680.31	$	6,122.79
49	665Q-002	229	Linear Foot	Wattle	$10.00	$	2,290.00	$5.00	$	1,145.00	$14.00	$	3,206.00	$6.90	$	1,580.10
50	701G-249	565	Linear Foot	Solid White, Class 2, Type A Traffic Stripe	$5.25	$	2,966.25	$7.50	$	4,237.50	$1.43	$	807.95	$5.56	$	3,141.40
51	701G-250	90	Linear Foot	Solid White, Class 2, Type A Traffic Stripe (6" Wide)	$5.25	$	472.50	$7.50	$	675.00	$2.20	$	198.00	$5.56	$	500.40
52	701G-263	1538	Linear Foot	Solid Yellow, Class 2, Type A Traffic Stripe	$5.25	$	8,074.50	$7.50	$	11,535.00	$1.43	$	2,199.34	$5.56	$	8,551.28
53	703A-002	25	Square Foot	Traffic Control Markings, Class 2, Type A	$10.50	$	262.50	$20.00	$	500.00	$7.10	$	177.50	$11.11	$	277.75
54	729I-105	120	Linear Foot	Conduit, Underground, Non-Metallic, 4 Inch	$12.48	$	1,497.60	$13.08	$	1,569.60	$13.10	$	1,572.00	$35.00	$	4,200.00
55	729I-107	120	Linear Foot	Conduit, Underground, Non-Metallic, 6 Inch	$25.34	$	3,040.80	$26.55	$	3,186.00	$26.55	$	3,186.00	$35.00	$	4,200.00
56	740B-000	210	Square Foot	Construction Signs	$10.00	$	2,100.00	$10.00	$	2,100.00	$35.00	$	7,350.00	$8.33	$	1,749.30
57	740D-000	26	Each	Channelizing Drums	$65.00	$	1,690.00	$50.00	$	1,300.00	$89.20	$	2,319.20	$35.56	$	924.56
58	740F-001	2	Each	Barricades, Type II	$125.00	$	250.00	$200.00	$	400.00	$257.00	$	514.00	$105.56	$	211.12
59	740F-002	6	Each	Barricades, Type III	$350.00	$	2,100.00	$500.00	$	3,000.00	$330.00	$	1,980.00	$261.11	$	1,566.66
60	761A-002	2	Each	Portable Changeable Message Sign	$5,500.00	$	11,000.00	$5,000.00	$	10,000.00	$4,218.00	$	8,436.00	$4,222.22	$	8,444.44
61	780D-002	1	Lump Sum	Decorative Fence and Gate	$20,100.00	$	20,100.00	$21,032.00	$	21,032.00	$11,000.00	$	11,000.00	$21,244.44	$	21,244.44
SUBTOTAL BID AMOUNT, ELIGIBLE BID ITEMS						$	887,999.76		$	855,757.41		$	940,012.06		$	1,131,006.85
NON-ELIGBIBLE ITEMS					*Dominion Construction Co., Inc.*			*Price Construction Company Inc.*			*J.D. Morris Construction Co., Inc.*			*Cornerstone Civil Contractors, LLC*		
62	641A-612	27	Linear Foot	6 Inch Ductile Iron Water Main Laid (Includes Fittings)	$56.00	$	1,512.00	$200.00	$	5,400.00	$183.64	$	4,958.28	$89.44	$	2,414.88
63	641A-614	190	Linear Foot	8 Inch Ductile Iron Water Main Laid (Includes Fittings)	$141.00	$	26,790.00	$200.00	$	38,000.00	$183.64	$	34,891.60	$176.87	$	33,605.30
64	641D-500	1	Each	Fire Hydrant	$4,000.00	$	4,000.00	$5,169.00	$	5,169.00	$7,700.00	$	7,700.00	$6,730.81	$	6,730.81
65	641J-516	1	EACH	6 Inch Gate Valve With Box	$1,550.00	$	1,550.00	$2,212.00	$	2,212.00	$3,300.00	$	3,300.00	$2,162.47	$	2,162.47
66	641J-518	4	EACH	8 Inch Gate Valve With Box	$2,350.00	$	9,400.00	$2,841.00	$	11,364.00	$4,895.00	$	19,580.00	$3,042.49	$	12,169.96
67	641O-520	2	Each	8 Inch x 8 Inch Tapping Valve and Sleeve (Full Body)	$9,450.00	$	18,900.00	$12,000.00	$	24,000.00	$11,000.00	$	22,000.00	$13,690.93	$	27,381.86
68	641R-515	3	Each	1 Inch Water Meter and Box Reset	$701.00	$	2,103.00	$2,000.00	$	6,000.00	$2,200.00	$	6,600.00	$1,997.11	$	5,991.33
69	641R-520	2	Each	2 Inch Water Meter and Box Reset	$1,650.00	$	3,300.00	$2,500.00	$	5,000.00	$3,850.00	$	7,700.00	$2,829.29	$	5,658.58
70	654A-546	57	Linear Foot	6 Inch PVC Sanitary Sewer Gravity Pipe Laid	$119.50	$	6,811.50	$200.00	$	11,400.00	$164.32	$	9,366.24	$92.20	$	5,255.40
71	654A-550	213	Linear Foot	10 Inch PVC Sanitary Sewer Gravity Pipe Laid	$198.00	$	42,174.00	$200.00	$	42,600.00	$208.00	$	44,304.00	$226.08	$	48,155.04
72	645H-510	3	Each	48 Inch Manhole (Depth Varies)	$2,400.00	$	7,200.00	$5,000.00	$	15,000.00	$6,885.00	$	20,655.00	$5,577.30	$	16,731.90
73	645I-500	3	Each	48 Inch Manhole Unit	$800.00	$	2,400.00	$500.00	$	1,500.00	$5,885.00	$	17,655.00	$739.81	$	2,219.43
74	750Z-220	1	Lump Sum	Roadway Lighting	$138,100.00	$	138,100.00	$145,600.00	$	145,600.00	$153,464.00	$	153,464.00	$177,488.89	$	177,488.89
75	CON - 101	1	Lump Sum	3" SCH 40 PVC (Comcast)(+,-571 l.f.)	$14,400.00	$	14,400.00	$15,037.00	$	15,037.00	$32,287.00	$	32,287.00	$17,420.00	$	17,420.00
76	CON - 102	1	Lump Sum	5" SCH 40 PVC (APCO)(+,-1,260 l.f.)	$49,800.00	$	49,800.00	$52,128.00	$	52,128.00	$90,060.00	$	90,060.00	$87,372.22	$	87,372.22
77	CON - 103	1	Each	Sidewalk Closed Sign	$100.00	$	100.00	$500.00	$	500.00	$90.00	$	90.00	$333.00	$	333.00
78	CON - 104	1	Each	Stop Sign	$100.00	$	100.00	$500.00	$	500.00	$150.00	$	150.00	$667.00	$	667.00
79	CON - 105	2	Each	Remove Existing Sign	$150.00	$	300.00	$500.00	$	1,000.00	$400.00	$	800.00	$94.80	$	189.60
80	CON - 106	1	Each	Remove Existing Flag Pole	$300.00	$	300.00	$1,000.00	$	1,000.00	$1,200.00	$	1,200.00	$582.57	$	582.57
81	CON - 107	1	Each	Terminating Cabinet (APCO) (Installation Only) (Utility Owner Provided)	$714.00	$	714.00	$748.00	$	748.00	$819.00	$	819.00	$1,333.33	$	1,333.33
82	CON - 108	2	Each	2' X 3' X 3' Pull Box (APCO) (Installation Only) (Utility Owner Provided)	$467.25	$	934.50	$489.50	$	979.00	$536.00	$	1,072.00	$650.00	$	1,300.00
83	CON - 109	1	Each	4' X 6' X 6' Pull Box (APCO) (Installation Only) (Utility Owner Provided)	$631.58	$	631.58	$661.65	$	661.65	$730.00	$	730.00	$972.22	$	972.22
84	CON - 110	2	Each	Pad Mount Transformer (APCO) (Installation Only) (Utility Owner Provided)	$2,240.70	$	4,481.40	$2,347.40	$	4,694.80	$2,568.00	$	5,136.00	$1,666.67	$	3,333.34
85	CON - 111	2	Each	Remove Existing Pull Box (APCO)	$490.35	$	980.70	$513.70	$	1,027.40	$584.00	$	1,168.00	$538.89	$	1,077.78
86	CON - 112	1	Each	Remove/Reset Existing Pull Box at Finished Grade (APCO)	$918.75	$	918.75	$962.50	$	962.50	$1,054.00	$	1,054.00	$1,833.33	$	1,833.33
87	CON - 115	1	Each	Remove/Reset Existing Telecommunication Vault at Finished Grade (AT&T)	$2,004.00	$	2,004.00	$2,099.35	$	2,099.35	$2,100.00	$	2,100.00	$1,833.33	$	1,833.33
88	CON - 116	1	Each	Remove Existing Fire Hydrant	$750.00	$	750.00	$1,500.00	$	1,500.00	$2,400.00	$	2,400.00	$2,701.89	$	2,701.89
89	CON - 117	1	Each	30" Concrete Headwall	$2,500.00	$	2,500.00	$4,058.00	$	4,058.00	$3,450.00	$	3,450.00	$2,625.11	$	2,625.11
89A	CON - 117A	10	Squard Yard	Concrete Flume	$340.50	$	3,405.00	$178.75	$	1,787.50	$52.00	$	520.00	$282.71	$	2,827.10

90	CON - 118	233	Linear Foot	6' Black Vinyl Chainlink Fence	$38.00	$ 8,854.00	$26.95	$ 6,279.35	$49.00	$ 11,417.00	$39.44	$ 9,189.52
90A	CON - 118A	1	Lump Sum	Concrete Steps (Includes Side Walls, Handrails, etc.)	$6,492.00	$ 6,492.00	$2,750.00	$ 2,750.00	$8,880.00	$ 8,880.00	$4,228.33	$ 4,228.33
90B	CON - 118B	161	Linear Foot	Chainlink Fence (Height and Finish to Match Existing)	$31.50	$ 5,071.50	$23.10	$ 3,719.10	$49.00	$ 7,889.00	$33.33	$ 5,366.13
SUBTOTAL BID AMOUNT, NON-ELIGIBLE BID ITEMS						$ 366,977.93		$ 414,676.65		$ 523,396.12		$ 491,151.65
TOTAL BASE BID						$1,254,977.69		$1,270,434.06		$1,463,408.18		$1,622,158.50

CUMULATIVE ALTERNATE A					*Dominion Construction Co., Inc.*		*Price Construction Company Inc.*		*J.D. Morris Construction Co., Inc.*		*Cornerstone Civil Contractors, LLC*	
1A	CON - 119	662	Square Yard	Alternate No. 1: Permeable Paver On-Street Parking (Includes all Additional Earthwork, Stone Subgrade (All Sizes), Band Curb, Filter Fabric, and Underdrain Piping & Fittings, Etc.)(See Details)	$222.50	$ 147,295.00	$250.00	$ 165,500.00	$305.00	$ 201,910.00	$302.52	$ 200,268.24
TOTAL ADDITIVE AMOUNT FOR CUMULATIVE ALTERNATE A						$ 147,295.00		$ 165,500.00		$ 201,910.00		$ 200,268.24
TOTAL BID AMOUNT, BASE BID PLUS CUMULATIVE ALTERNATE A						$1,402,272.69		$1,435,934.06		$1,665,318.18		$1,822,426.74

ENVELOPE ADJUSTMENT		$ -		$ -		$ -		$ -
TOTAL BID AMOUNT		$1,254,977.69		$1,270,434.06		$1,463,408.18		$1,622,158.50
CUMULATIVE ALTERNATE A		$147,295.00		$165,500.00		$201,910.00		$200,268.24
PROJECT BID TOTAL		$ 1,402,272.69		$ 1,435,934.06		$ 1,665,318.18		$ 1,822,426.74
PROJECT BID TOTAL AS SHOWN ON BID PROPOSAL FORM		$ 1,402,272.69		$ 1,435,934.06		$ 1,665,318.18		$ 1,822,426.74

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.1.
MEETING DATE: March 17, 2025
SUBJECT: Minutes, March 3, 2025

Unfinished Business:	New Business:	Consent Agenda: X
Public Hearing:	First Reading:	Second Reading:

Prepared By: Malorie Mixon **Approved By: Glenda Webb**

Summary:

The attached document includes the minutes from the March 3, 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 March 3, 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, March 3, 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 was Mayor Hinton.

PRESENTATIONS
There were no presentations.

APPROVAL OF AGENDA
Motion by Pro Tem Washington, **Second** by Councilman Wiggins to approve the agenda for March 3, 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 President Bobo, **Ordinance Adopting the 2025 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.

Motion by Councilwoman Dykes, **Second** by Pro Tem Washington to adopt **Resolution 25-35 for Online Application System Provider (NEOGOV)** in the amount of $15,671.00**. Roll call was as follows**: Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Pro Tem Washington to adopt **Resolution 25-36 accepting the updated master plan for the Northport Shore.** 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 and are recommended by City staff. **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 25-37 Establishing the Fees for Vacating the Public Right-Of-Way for a portion of Old Union Chapel Road.** The Engineering department request 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. **Roll call was as follows**: Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by President Bobo, **Second** by Councilwoman Dykes to adopt **Resolution 25-38 Adopting the ADA Self - Evaluation and Transition Plan Update, Phase II.** 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 request 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. **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 25-39 Authorizing the City Administrator to Execute an Agreement with .Infomedia for Economic Development Website Development.** To support the City of Northport's economic development efforts, the Engineering department request 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, $87,000 for website development is budgeted in the FY2025 Northport First Funds. **Roll call was as follows**: Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilman Aiken to adopt **Resolution 25-40 Authorizing the City Administrator to enter into an agreement with Alabama Power for the installation and maintenance of (4) Flock Safety Cameras. 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 Pro Tem Washington, **Second** by Councilman Aiken to approve the Consent Agenda as printed for the March 3, 2025, Council Meeting:

1. Minutes, February 17, 2025, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, Dark Horse Certified Accountants, Outsourced Accounting Services, $5,000.00.
4. Purchase Requisition, 2024 Ford F-150 Supercrew 4x4 Pickup for the Engineering Inspectors in the amount of $46,990.00 to Stivers Ford Lincoln.
5. Purchase Requisition, CDWG for VPN software renewal for the Public Safety and Utilities Department. Total cost $10,665.00.
6. Purchase Requisition, 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.
7. Purchase Requisition, Municipal and Commercial Uniforms, Inc. in the amount of $5,773.79 is for Police Department Uniforms.

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 **four** Public Hearing items on the agenda for the **Planning & Inspection 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).**
        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 2257 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).** Dream Investment Group, LLC is requester. **Roll call was as follows**: Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

    2. **Second Reading, Ordinance 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.**
        i. President Bobo opened the floor for item 11.c.2
        ii. There were no speakers.
        iii. President Bobo closed the floor for item 11.c.2.

Motion by Councilwoman Dykes**, Second** by Councilman Wiggins to adopt **Ordinance 2258 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.** Longleaf Engineering is requester. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

3. **Second Reading, Ordinance ordering demolition of an unsafe structure located at 1603 7th Street.**
    i. President Bobo opened the floor for item 11.c.3.
    ii. Trip Tierce, owner, 2211 11th Street, Tuscaloosa, Alabama. Has pulled a permit, currently working on repairs, requests extension to June 2, 2025.
    iii. President Bobo closed the floor for item 11.c.3.

Motion by Councilman Aiken, **Second** by Pro Tem Washington to **TABLE** Ordinance ordering demolition of an unsafe structure located at 1603 7th Street. 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.

4. **Second Reading, Ordinance Ordering Demolition of an Unsafe Structure located at 3905 Hunter Creek Road.**
    i. President Bobo opened the floor for item 11.c.4.
    ii. John Newman, 4005 Hunter Creek Road, owner, lives next door. Has pulled a permit, currently looking for contractors to begin work, requests extension to June 2, 2025.
    iii. President Bobo closed the floor for item 11.c.4.

Motion by Councilman Wiggins, **Second** by Councilman Aiken to **TABLE** Ordinance ordering demolition of an unsafe structure located at 3905 Hunter Creek Road. The Chief Building Official has found that the structure located at 3905 Hunter Creek Road is unsafe and dangerous to public health. 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. **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 was one Public Hearing items on the agenda for the **Police Department**.

1. **ABC License** to Deborah Metz on behalf of the **West Alabama Food & Wine Festival.**
    i. President Bobo opened the floor for item 11.d.1.
    ii. There were no speakers.
    iii. President Bobo closed the floor for item 11.d.1.

Motion by Councilman Wiggins, **Second** by Councilwoman Dykes to approve ABC License to Deborah Metz on behalf of the **West Alabama Food & Wine Festival** located at 318 Main Avenue. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, No; President Bobo, Yes. **Motion Carried.**

CITY ADMINISTRATOR'S BUSINESS

There was none.

DEPARTMENTAL BUSINESS

There was none.

MAYOR AND COUNCIL MEMBER'S BUSINESS

Mayor Hinton – Proud of the good things happening in Northport and the affirmed AA+ credit rating.

President Bobo, District 1 – Reminded citizens to contact staff regarding Main Avenue ROW acquisitions.

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

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

Councilwoman Dykes, District 4 – Sign up for youth football & cheerleading ages 5-12.

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

Motion by President Bobo, **Second** by Pro Tem Washington to **adjourn the meeting into Executive Session** to discuss **Economic Development.** This session should take no longer than 30 minutes. It is anticipated that the council will not take action after the Executive Session is concluded. **Roll call was as follows**: Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Council **adjourned** into **Executive Session** at **5:53 p.m**.

Council **reconvened** into **Regular Meeting** at **7:20 p.m.** with no action needed to be taken.

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

There being no further business to come before the Council, the meeting was **adjourned** at **7:20 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 17, 2025
SUBJECT: Bill Listing

Unfinished Business:		New Business:		Consent Agenda:	X
Public Hearing:		First Reading:		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 2/27/2025 - 3/12/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
FirstPoint Collection Resources..	102505	02/18/2025	Invoice #102188	252.26
Thompson Engineering Inc	250102421	02/26/2025	Proposal for CE&I Services for …	31,478.29
Thompson Engineering Inc	250102433	02/26/2025	CE&I Services - Watermelon R…	4,222.53
Thompson Engineering Inc	25012724B	01/31/2025	USACE Permitting and Design …	2,514.44
Jaxon Wyatt DBA J Wyatt Sidi…	INV0026010	02/20/2025	BL Overpayment Refund	96.85
City Facilities Management	INV0026036	02/21/2025	BL Overpayment Refund	258.90
Itzel Lopez	INV0026123	02/24/2025	NPCC Security Deposit Refund…	100.00
B & K Originals LLC	INV0026385	03/03/2025	BL Overpayment Refund	49.70
The Bull Company, Inc.	INV0026387	03/03/2025	BL Overpayment Refund	201.99
Channell & Co LLC	INV0026388	03/03/2025	BL Overpayment Refund	265.00
Tuscaloosa Flower Shop LLC	INV0026391	03/03/2025	BL Overpayment Refund	30.00
Southern Cross LLC	INV0026400	03/03/2025	BL Overpayment Refund	60.00
Tractor & Equipment Company	INV0026401	03/03/2025	BL Overpayment Refund	93.30
Trisco LLC	INV0026402	03/03/2025	BL Overpayment Refund	361.04
Michael Nowicki	INV0026236	02/26/2025	Main Ave. Easement - Tract 17	400.00
Tuscaloosa Acoustical Systems…	INV0026474	03/04/2025	BL Overpayment Refund	200.00
				40,584.30
Department: 13 - Mayor & City Council				
Tuscaloosa County High School	INV0026213	02/26/2025	ADMIN - Dist Dev Funds	500.00
Tuscaloosa County High School	INV0026470	03/04/2025	Soccer Team	250.00
			Department 13 - Mayor & City Council Total:	**750.00**
Department: 15 - Administrative				
Midstates Petroleum Company	INV0026373	02/28/2025	Monthly Fuel Admin	746.76
Varsity Scoreboards	278381	02/20/2025	Tiger Field Scoreboard	3,895.00
Grainger Inc.	9404584758	02/26/2025	Maintenance- Repair bathro…	643.09
Lowe's Home Centers Inc.	95701	02/20/2025	Tiger Field - Scoreboard Hard…	77.31
Spire	INV0026134	02/24/2025	2101 Park St 5773780740	15.62
Spire	INV0026425	03/03/2025	3401 Main Ave C 0420679877	1,662.48
Alabama Municipal Court Cler…	INV0025995	02/20/2025	malorie whitney summer clerk…	900.00
Spire	INV0026422	03/03/2025	512 Main Ave 4973862222	203.40
Amazon Capital Services	1NRD-LFCM-KHWR	02/21/2025	Ink for HP Printer	121.59
Amazon Capital Services	1JHV-WX4K-33YH	02/24/2025	Items for Touch a Truck a Truck	626.96
Cintas	4222134725	02/26/2025	Payer # 14353428	52.97
USI Insurance Svc LLC Alabama	5415404	02/26/2025	Agenda 2/17/25 - IT 9b2 - AIG …	72,251.72
Staples Business Advantage	6025048361	02/26/2025	ADMIN - COPY PAPER	552.86
Amazon Capital Services	11LG-DJ61-RK34	02/28/2025	Community Events	183.00
Beacon Cleaning Service	34331	03/03/2025	City Hall - floors deep clean se…	4,882.54
Amazon Capital Services	1J6Q-C1KW-4RFM	03/04/2025	Community Events- Bunny Trai..	321.71
			Department 15 - Administrative Total:	**87,137.01**
Department: 16 - Legal				
Staples Business Advantage	6025048366	02/26/2025	Brother MFC	760.48
Local Government Services LLC	2020	03/04/2025	Additional Assistance with Fra…	4,728.00
Mary Virginia Buck	INV0026493	03/04/2025	Retainer Services - March 2025	350.00
			Department 16 - Legal Total:	**5,838.48**
Department: 17 - Municipal Court				
Midstates Petroleum Company	INV0026374	02/28/2025	Monthly Fuel - Court	198.24
Cira L. Woolbright	INV0026110	02/24/2025	Translator	180.00
Staples Business Advantage	6025048360	02/26/2025	Supplies	157.51
Paul W. Patterson II P.C.	INV0026531	03/04/2025	Judicial Services Municipal Jud…	5,934.35
Krebs Law LLC	INV0026536	03/04/2025	Judicial Services City Prosecut…	3,934.35
Catalis Court & Land Records L…	INV308345176	03/05/2025	Syscon Court Clerk Maintenan…	6,696.41
			Department 17 - Municipal Court Total:	**17,100.86**

Vendor Name	**Payable Number**	**Post Date**	**Description (Item)**	**Amount**
Department: 22 - Information Technology				
A T & T	3192659909a	02/24/2025	831-001-2475 849	752.36
A T & T	3192659909b	02/24/2025	831-001-2475 849	1,922.04
A T & T	6478079908	02/24/2025	831-001-3720 096	546.92
A T & T	7678909903	02/24/2025	831-001-2247 676	850.20
Comcast Cable	INV0026003	02/20/2025	3721 26th Ave 8396 90 014 0…	164.32
Comcast Cable	INV0026119	02/24/2025	1781 Harper Rd 8396 90 014 …	221.03
Spectrum Business	177395401021425	02/20/2025	13205 Martin Road SPUR 177…	119.99
Comcast Cable	INV0026118	02/24/2025	1101 MLK 8396 90 014 02071…	151.21
Comcast Cable	INV0026117	02/24/2025	3500 McFarland Blvd 8396 90 …	92.90
Comcast Cable	INV0026120	02/24/2025	3500 McFarland Blvd OFC 839…	624.48
Comcast Cable	INV0026407	03/03/2025	3721 26th Ave OFC 8396 90 0…	342.56
Carahsoft Technology Corpora…	IN1897925	03/04/2025	CONSENT 1/21/25 - IT - SSO Li…	21,238.83
Comcast Cable	INV0026406	03/03/2025	5410 Hwy 69N 8396 90 014 0…	243.85
Comcast Cable	INV0026408	03/03/2025	5410 Hwy 69N 8396 90 014 0…	422.39
Dell Marketing LP	10800859536	02/24/2025	OptiPlex Small Form Factor 70…	2,470.44
Dell Marketing LP	10800859544	02/24/2025	Civic Meeting Room LT Dell Lat..	1,679.46
Dell Marketing LP	10800859552	02/24/2025	OptiPlex Micro Form Factor Pl…	1,285.61
T-Mobile US Inc.	INV0026396	03/03/2025	Acct 976900299 IT	236.72
Carahsoft Technology Corpora…	IN1900506	02/26/2025	IT - OKTA 10 Additional Licens…	682.26
Northport Auto Supply Co. Inc.	100924468	03/05/2025	IT #8041 - Misc. parts for tran…	108.66
PCN Strategies Inc	18860	03/03/2025	IT - PD Patrol Laptop 5 year W…	532.88
PCN Strategies Inc	18860	03/03/2025	IT - PD Patrol Laptop	2,260.11
Peerless Network	70650	03/03/2025	Acct CITYOFNO8441	2,201.15
Peerless Network	70772	03/03/2025	Acct CITYOFNO4051	429.29
New Horizons Communication…	C128605	03/04/2025	Acct CORP-779914	135.03
			Department 22 - Information Technology Total:	**39,714.69**
Department: 25 - Finance				
Rivertree Systems Inc.	Nport252	03/04/2025	Northport Audit on McKesson	937.50
Staples Business Advantage	6025048362	02/26/2025	Batteries	8.70
Staples Business Advantage	6025048362	02/26/2025	FIN - Keyboard	30.48
			Department 25 - Finance Total:	**976.68**
Department: 26 - Human Resources				
River Oaks Employee Assistan…	000804	03/03/2025	Quarterly Fee Oct-Dec 2024	2,089.26
River Oaks Employee Assistan…	000868	03/03/2025	Quarterly Fee Jan-Mar 2025	2,148.39
DCH Occupational Medicine	00023404 -00	02/25/2025	New Hire/Post Accident/Rand…	143.00
			Department 26 - Human Resources Total:	**4,380.65**
Department: 28 - Planning & Inspections				
Award Company of America L…	61650	03/03/2025	Desk Wedge - ZBA Kevin Shobe	71.95
Business Supply & Printing	6330	02/26/2025	INSPECTION CARDS	579.10
Northport Gazette The	INV0026409	03/03/2025	adv ord 2256 rezone aprox 1.…	87.75
Northport Gazette The	INV0026411	03/03/2025	Agenda ad PZC 3.11.25	112.95
			Department 28 - Planning & Inspections Total:	**851.75**
Department: 32 - Engineering				
Thompson Engineering Inc	250102422	02/26/2025	MLK Roadway - CE&I	24,792.14
Thompson Engineering Inc	250102433	02/26/2025	CE&I Services - Watermelon R…	1,055.63
Thompson Engineering Inc	250102724A	01/31/2025	MLK - Amendment to Utility R…	454.06
Thompson Engineering Inc	25012724B	01/31/2025	USACE Permitting and Design …	628.61
Musco Sports Lighting LLC	435951	02/24/2025	River Run Park Sports Field Lig…	247,820.00
Business Supply & Printing	6321	02/20/2025	City Envelopes	57.40
Navigation Electronics Inc.	0101819-IN	02/21/2025	Navigation Elect. - GIS Equip S…	1,400.00
Amazon Capital Services	1Y1H-K1VD-9FCF	02/20/2025	Charging Block - Joey	6.38
Michael Nowicki	INV0026236	02/26/2025	Main Ave. Easement - Tract 17	100.00
			Department 32 - Engineering Total:	**276,314.22**
Department: 33 - Police				
John Wayne Plumbing & Drain…	50891	02/21/2025	Maintenance - PD lobby men's..	160.00
Municipal & Commercial Unif…	419134	02/27/2025	AGENDA 11.28.23 - PD Unifor…	53.50
Northport Auto Supply Co. Inc.	100914212	02/27/2025	Preventive Maintenance - as …	11.88
Sign Pro of Tuscaloosa LLC	2130	02/20/2025	Unit #448 - graphics	1,191.73

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
DCH Occupational Medicine	00023404 -00	02/25/2025	New Hire/Post Accident/Rand…	819.10
Midstates Petroleum Company	INV0026381	02/28/2025	Monthly Fuel - PD	13,859.82
Northport Auto Supply Co. Inc.	100919358	02/27/2025	PD- as needed supplies for pr…	21.21
Custom Films	2553	02/26/2025	Window Tint for new Ford Exp…	420.00
Galls LLC	030465769	03/04/2025	Name Tags	84.79
J.T. & Company Inc.	23854	02/26/2025	Shipping for Tires	1,050.00
Northwest Supply Co. Inc.	990104	03/03/2025	Maintenance- PD leaks (water…	49.50
TSC Service & Supply Inc.	760	02/26/2025	Cherry Blast Vehicle Soap and…	232.76
SER-Southeast Radar Certificat…	003093	02/26/2025	Radar Certification	240.00
Northport Auto Supply Co. Inc.	100922422	02/27/2025	Preventive Maintenance - as …	32.74
Amazon Capital Services	1RF6-J1XF-LRMC	02/20/2025	brass tags, blank tags and key …	34.16
Northport Auto Supply Co. Inc.	100921665	02/26/2025	PD #6919- alternator	208.67
Custom Films	2557	02/26/2025	Removal of old tint/applicatio…	400.00
Municipal & Commercial Unif…	420912	02/24/2025	Dispatch - Bomber Jacket and …	82.45
Municipal & Commercial Unif…	420913	02/24/2025	Uniforms - Anderson and Delo…	862.15
Municipal & Commercial Unif…	420914	02/24/2025	Credit	-862.15
Municipal & Commercial Unif…	420915	02/24/2025	Uniforms - Anderson and Delo…	764.25
Northport Auto Supply Co. Inc.	100922832	02/26/2025	Shop for PD - brake & suspens…	225.26
Dell Inc	10800734588	02/21/2025	AGENDA 2.3.25 - Laptops for …	7,168.20
Amazon Capital Services	1TFG-K1RG-69KQ	02/24/2025	Amazon - tripod and tool box l…	99.99
Amazon Capital Services	1TFG-K1RG-69KQ	02/24/2025	Amazon - tripod and tool box l…	22.74
Aniyia Elder	INV0026220	02/26/2025	Elder - fuel reimbursement	42.00
Spire	INV0026421	03/03/2025	3000 Charlie Shirley Rd 21140…	34.60
GFL Environmental Inc.	UI0000032500	02/26/2025	Acct UI1703	669.48
Northport Auto Supply Co. Inc.	100922200	02/26/2025	PD #464 - fan assembly	407.15
Southern Tire Mart LLC	2090087520	02/24/2025	PD-tires & alignments as need…	643.48
Southern Tire Mart LLC	2090087238	02/25/2025	PD #4082 & #6989- tires	1,700.08
Southern Tire Mart LLC	2090087515	02/26/2025	PD #4082 & #6989- tires	642.36
Empower Rental Group	519669-0001	02/26/2025	Maintenance- PD lobby lights (…	222.29
Spire	INV0026420	03/03/2025	3721 26th Ave 1177523333	20.36
Pro-Vision LLC	SMX-24032	03/04/2025	Invoice SMX-24032	3,250.00
State of Alabama	INV0026495	03/04/2025	Tower Lease - March 2025	500.00
			Department 33 - Police Total:	**35,364.55**
Department: 35 - Fire				
O'Reilly Auto Parts	1063-115983	02/19/2025	FD Engine #3- power outlet for…	9.99
IIA Lifting Services Inc	INDI91888	02/18/2025	Annual Ladder Testing	1,734.81
DCH Occupational Medicine	00023404 -00	02/25/2025	New Hire/Post Accident/Rand…	1,948.00
Midstates Petroleum Company	INV0026383	02/28/2025	Monthly Fuel - Fire	2,910.52
Priority Dispatch Corp	SIN396421	02/18/2025	*AGENDA* Priority Dispatch …	5,600.00
Motorola Solutions Inc.	8282074719	03/03/2025	*AGENDA* APX8000 Handheld…	9,724.36
Alabama Power Company	INV0025943	02/19/2025	SB23192-17002	2,995.92
Motorola Solutions Inc.	8282075187	02/27/2025	*AGENDA* APX8000 Handheld…	93.50
NAFECO	1328425	02/24/2025	Dress shirts and nameplate - K…	47.35
Vector Security	17984347	02/24/2025	Yearly Fire Alarm Monitoring -…	903.60
Galls LLC	030490180	02/19/2025	Tactical duty pants - C. Burrou…	51.15
Northport Electrical Supply Inc.	V1057010	02/25/2025	FD #0194- rubber grommets f…	2.54
NAFECO	1329172	02/24/2025	Name plate	18.00
NAFECO	1329319	02/24/2025	Dress shirts and nameplate - K…	40.35
Amazon Capital Services	1KPT-JQNH-DGDJ	02/21/2025	Office Supplies	107.00
Southern Tire Mart LLC	2090087995	02/24/2025	FD Engine #1- replace passeng…	762.89
TSC Service & Supply Inc.	810	02/24/2025	Truck soap	122.80
Walmart	INV0026017	02/20/2025	Toilet bowl brushes - St. 3	24.85
Walmart	INV0026106	02/24/2025	Spray Bottles	4.96
Walmart	INV0026106	02/24/2025	Spray Bottles	4.96
Walmart	INV0026106	02/24/2025	Spray Bottles	4.96
Walmart	INV0026106	02/24/2025	Spray Bottles	4.96
Spire	INV0026228	02/26/2025	12301 Mitt Lary Rd 786355555	656.38
Teleflex Medical Inc	9509634036	02/24/2025	Medical Supplies Restock	370.00
Teleflex Medical Inc	9509634036	02/24/2025	Medical Supplies Restock	370.00
Alabama Fire College	9511	02/21/2025	Professoional Development C…	1,000.00

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Northport Auto Supply Co. Inc.	100923245	02/26/2025	FD Rescue #1 - brakes	1,399.78
Amazon Capital Services	16XP-NMJJ-41V9	02/25/2025	Drum for St. 1 printer	91.49
Bound Tree Medical LLC	85676193	02/26/2025	Medical Supplies Restock	127.95
Alabama Fire College	9534	02/25/2025	Fire and Emergency Services I…	600.00
Central Alabama Training Solut..	17048471	02/26/2025	FF Helmets - 1 red, 1 black	618.00
One Source Office Products LLC	OE-QT-7179-1	02/26/2025	Station 1	210.11
One Source Office Products LLC	OE-QT-7179-1	02/26/2025	Station 2	540.09
One Source Office Products LLC	OE-QT-7179-1	02/26/2025	Station 3	231.80
Spire	INV0026423	03/03/2025	1101 MLK Blvd 5305862222	926.29
Spire	INV0026424	03/03/2025	5410 Hwy 69N 8439444444	941.74
Bound Tree Medical LLC	85681436	03/03/2025	Trauma Bags	238.95
Bound Tree Medical LLC	85681436	03/03/2025	Trauma Bags	191.16
			Department 35 - Fire Total:	**35,631.21**
Department: 37 - Public Works				
Sequel Electrical Supply	S4030444.002	02/24/2025	WRB1575-(XWB14) 3/4 4HL R…	5.44
Tuskaloosa Lawn Equipment L…	267849	02/27/2025	Specialty wear parts - as need…	5.59
Stivers Ford	CM46358	02/12/2025	Credit Memo	-112.20
Lowe's Home Centers Inc.	81329	02/27/2025	Special Events - as needed su…	12.77
Ready Mix USA LLC	9451174071	03/05/2025	Construction - as needed conc…	323.35
One Source Office Products LLC	OE-QT-7004-2	02/27/2025	Janitorial Supplies - as needed ..	6.07
One Source Office Products LLC	OE-QT-7035-1	02/27/2025	Janitorial Supplies - as needed ..	24.76
Ryan Fulgham	INV0026006	02/20/2025	Ryan Fulgham- Class B CDL Tes..	38.75
Ryan Fulgham	INV0026022	02/20/2025	Ryan Fulgham- Class B CDL Tes..	27.50
Ready Mix USA LLC	9451190952	03/05/2025	Construction - as needed conc…	696.35
One Source Office Products LLC	OE-QT-7016-1	02/27/2025	Janitorial Supplies - as needed ..	15.88
One Source Office Products LLC	OE-QT-7035-2	02/27/2025	Janitorial Supplies - as needed ..	27.68
Atlas Welding Supply Co. Inc.	639570	02/24/2025	Maintenance - nitrogen cylind…	15.10
Northport Auto Supply Co. Inc.	100913113	02/27/2025	Routine Maint parts - as need…	4.83
Northport Auto Supply Co. Inc.	100913136	02/27/2025	Routine Maint parts - as need…	6.82
Amason & Associates Inc	13	02/24/2025	Public Works Building Addition..	31,623.14
ST Bunn Construction Co. Inc.	15476	02/24/2025	Construction - as needed asph…	474.33
Lowe's Home Centers Inc.	993856	02/10/2025	Construction - emergency sup…	167.69
Lowe's Home Centers Inc.	94729	02/26/2025	Construction - emergency sup…	57.51
TRUCKWORX HOLDING CO INC	1130187701	02/21/2025	PW Trucks - transmission fluid…	295.48
TRUCKWORX HOLDING CO INC	1130187701	02/21/2025	PW Trucks - transmission fluid…	295.47
TRUCKWORX HOLDING CO INC	1130187701	02/21/2025	PW Trucks - transmission fluid…	295.47
TRUCKWORX HOLDING CO INC	1130187701	02/21/2025	PW Trucks - transmission fluid…	295.47
TRUCKWORX HOLDING CO INC	1130187701	02/21/2025	PW Trucks - transmission fluid…	295.47
TRUCKWORX HOLDING CO INC	1130188249	02/21/2025	PW #4269 - batteries	223.24
DCH Occupational Medicine	00023404 -00	02/25/2025	New Hire/Post Accident/Rand…	1,549.00
Encore Rehabilitation Inc.	1/2025-3003-CITY	02/25/2025	New Hire Physicals	1,125.00
Midstates Petroleum Company	INV0026382	02/28/2025	Monthly Fuel - PW	15,313.47
Black Warrior Solid Waste	20250201-0242-10051	02/24/2025	Acct 35	157.12
Northport Auto Supply Co. Inc.	100915729	02/27/2025	Routine Maint parts - as need…	16.00
Lowe's Home Centers Inc.	95497	02/26/2025	Construction - emergency sup…	65.77
Samsara Inc	CI_52475	03/04/2025	PW monthly Fleet tracking ser…	1,779.86
Super Sports Sporting Goods L…	7199	02/21/2025	PW Uniforms - Superintendent..	186.00
Sequel Electrical Supply	S4075274.002	02/21/2025	replacement light fixtures for …	1,398.29
Northport Auto Supply Co. Inc.	100921049	02/27/2025	Routine Maint parts - as need…	24.09
TRUCKWORX HOLDING CO INC	1130189323	02/25/2025	PW #6567- batteries	223.24
TRUCKWORX HOLDING CO INC	1130189346.C	02/25/2025	PW #6567- batteries	45.14
Heritage-Crystal Clean LLC	19162196	02/24/2025	Shop - used oil filters, waste oi…	100.00
Alabama Power Company	INV0025945	02/19/2025	SB23192-17002	4,335.93
Alabama Power Company	INV0025945	02/19/2025	SB23192-17002	138.38
Alabama Power Company	INV0025945	02/19/2025	SB23192-17002	2,686.36
Building Specialties Co. Inc.	71241487	02/14/2025	Maintenance - hardware to re…	855.00
Northport Auto Supply Co. Inc.	100921658	03/05/2025	Preventive Maint - as needed …	14.28
Ryan Fulgham	INV0026008	02/20/2025	Ryan Fulgham- Class B CDL Tes..	58.75
Ready Mix USA LLC	9451411311	02/19/2025	Construction - as needed conc…	178.95
Vision Security Technologies	28420	02/28/2025	COUNCIL 6/3/24- Capital Proj…	21,000.00

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Cintas	4221409923	02/25/2025	Payer # 14385499	26.83
Grainger Inc.	9412331101	03/05/2025	PW Shop - welding & fabricati…	85.01
TRUCKWORX HOLDING CO INC	1130189948.C	02/25/2025	BATTERY-GROUP 65 750CCA -…	-45.14
Amazon Capital Services	1DWY-LKRW-XJJP	02/20/2025	Shop Supplies - air line fittings…	316.47
Amazon Capital Services	1Y1H-K1VD-11VW	02/20/2025	PW uniforms - polo shirts (Bro…	77.97
Southern Pipe & Supply	434852-00	02/20/2025	Construction supplies - concre…	250.32
Charles T & Dorothy Hughes	INV0025951	02/19/2025	Claim No 25-14	877.97
Ray Herring	INV0026020	02/20/2025	Reimbursement - Herring, Ray…	56.25
Amason & Associates Inc	PW Renovation Inv 14	02/24/2025	Public Works Building Addition..	38,786.28
Northport Auto Supply Co. Inc.	100921109	02/26/2025	PW #184 - multiple filters	100.93
TRUCKWORX HOLDING CO INC	1130190039	02/24/2025	PW #4188 - wheel seal	96.34
Amazon Capital Services	13VW-TP31-7W7J	02/20/2025	PW screen printing supplies -…	47.49
Amazon Capital Services	197F-1GP7-6VTK	02/21/2025	Beaut Supplies - herbicide & g…	1,023.30
Amazon Capital Services	1C37-GT96-YJPN	02/20/2025	Beautification Supplies - ratch…	-135.80
Southern Tire Mart LLC	2090087834	02/24/2025	Tires - restock for Trash trucks	4,051.12
Lowe's Home Centers Inc.	72177	02/25/2025	Maintenance- tools for compl…	148.10
Fred Robertson Wrecker Servi…	B53575-1	02/24/2025	Local towing for PW vehicles a…	225.00
Ervin's Workwear & Boots	INV-7092	02/27/2025	COUNCIL APPROVED (1/6/25) -..	89.99
Northwest Supply Co. Inc.	990530	03/03/2025	Maintenance- PW remove kit…	14.33
Northport Auto Supply Co. Inc.	100922960	02/26/2025	PW Shop- engine support bar …	444.29
Tuscaloosa Farmers Cooperati…	1582685	02/25/2025	Beautification supplies - pre-…	590.00
Amazon Capital Services	1JNC-TYN6-DRVY	02/25/2025	PW furnishings for new buildi…	62.48
Lowe's Home Centers Inc.	81729	02/25/2025	Special Events - as needed su…	209.34
Coker Water Authority	INV0026405	03/03/2025	Acct 101617	127.90
Ervin's Workwear & Boots	INV-7114	02/26/2025	COUNCIL APPROVED (1/6/25) -..	71.98
Thompson Tractor Co. Inc	SPI01613768	02/25/2025	PW #184 - cylinder rebuild kits…	473.37
Northport Auto Supply Co. Inc.	100921149	03/05/2025	Routine Maint parts - as need…	79.26
Northport Auto Supply Co. Inc.	100924049	02/26/2025	Hydraulic parts - as needed for..	62.74
Tractor Supply	200672699	03/05/2025	Beautification - batteries for s…	393.98
Cintas	4222139543	02/25/2025	PAyer # 14385499	26.83
Staples Business Advantage	6025048365	02/26/2025	PW Office Supplies- printer to…	226.54
Lowe's Home Centers Inc.	84431	02/26/2025	Special Events - as needed su…	55.08
Lowe's Home Centers Inc.	85353	02/27/2025	Maintenance- toilet repair kit …	32.28
Lowe's Home Centers Inc.	85731	03/03/2025	Beautification Equipment - p…	49.36
Northport Auto Supply Co. Inc.	100924225	03/05/2025	Hydraulic parts - as needed for..	80.76
Central Paper Company Inc.	378313	02/28/2025	PW supplies (multiple depts.) -..	42.50
Central Paper Company Inc.	378313	02/28/2025	PW supplies (multiple depts.) -..	56.67
Central Paper Company Inc.	378313	02/28/2025	PW supplies (multiple depts.) -..	212.52
Central Paper Company Inc.	378313	02/28/2025	PW supplies (multiple depts.) -..	240.86
Central Paper Company Inc.	378313	02/28/2025	PW supplies (multiple depts.) -..	42.50
Central Paper Company Inc.	378313	02/28/2025	PW supplies (multiple depts.) -..	283.36
Central Paper Company Inc.	378313	02/28/2025	PW supplies (multiple depts.) -..	42.50
Central Paper Company Inc.	378313	02/28/2025	PW supplies (multiple depts.) -..	240.86
Central Paper Company Inc.	378313	02/28/2025	PW supplies (multiple depts.) -..	28.34
Central Paper Company Inc.	378313	02/28/2025	PW supplies (multiple depts.) -..	226.69
American Fence Co.	9300801	02/26/2025	Public Works yard - gate & ha…	592.73
Amazon Capital Services	1HQ7-GHFP-DXG9	02/27/2025	Shop Supplies - air line fittings…	-73.62
Benton Sod Farm	INV0026364	02/27/2025	Beautification Supplies - as ne…	350.00
Wittichen Supply Co. Inc.	S104975581.001	02/28/2025	Maintenance - ice machine cl…	109.67
G & C Supply Co. Inc.	6980195	03/04/2025	PW - guest parking signs & par…	1,476.76
Lowe's Home Centers Inc.	93522	03/04/2025	Maintenance supplies - picture..	10.15
Tuscaloosa Farmers Cooperati…	1583503	03/05/2025	Beautification supplies - Ant B…	962.93
Amazon Capital Services	1R4X-K37W-DR96	03/04/2025	PW Janitorial Supplies - 3 gal. t..	19.98
Lowe's Home Centers Inc.	71825	03/05/2025	PW Shop Supplies- 32oz spray…	13.60
Lowe's Home Centers Inc.	71938	03/05/2025	Beautification supplies - bleac…	22.72
Lowe's Home Centers Inc.	73334	03/05/2025	Special Events - as needed su…	117.72
Ready Mix USA LLC	9451478078	03/05/2025	Construction - as needed conc…	307.95
Cintas	4222851509	03/04/2025	PAyer # 14385499	26.83
Lowe's Home Centers Inc.	76222	03/05/2025	blinds for new FM offices in r…	771.90
Lowe's Home Centers Inc.	76257	03/05/2025	Maintenance tools - arm jack	35.14

Vendor Name	**Payable Number**	**Post Date**	**Description (Item)**	**Amount**
Northport Auto Supply Co. Inc.	100926365	03/05/2025	Construction- large magnetic …	25.47
Mary Mason	INV0026594	03/05/2025	Claim 25-16	515.00
			Department 37 - Public Works Total:	**142,153.27**
Department: 39 - Utilities				
Stivers Ford	164869	02/20/2025	Collections Truck #0073 Boost…	1,895.96
Consolidated Pipe & Supply C…	AL0942380a	02/24/2025	6" MJ Gasket	33.30
Consolidated Pipe & Supply C…	AL0942380b	02/24/2025	6" DI Mega Lug	55.80
Consolidated Pipe & Supply C…	AL0942380c	02/24/2025	6" Ductile Iron Mega Lug	111.60
Pace Analytical LLC	2420451117	02/26/2025	AGENDA (10/7/24) Blanket - L…	1,057.20
Pace Analytical LLC	2420452072	02/26/2025	AGENDA (10/7/24) Blanket - L…	334.40
Pace Analytical LLC	2420453996	02/26/2025	AGENDA (10/7/24) Blanket - L…	1,333.40
John Plott Company Inc.	WWTP Solids Handling Improv…	02/26/2025	Council Approved - WWTP Sol…	27,899.00
NAPA Auto Parts	045579	02/18/2025	WWTP Truck #3295 Brakes	348.64
Empire Pipe and Supply Comp…	2179362	03/04/2025	Council Approved - 1" Meters	3,750.00
Empire Pipe and Supply Comp…	2179362	03/04/2025	Council Approved - 2" Meters	3,600.00
Unifirst Corporation	1630433402	02/17/2025	Council Approved - Utilities D…	1,535.44
Unifirst Corporation	1630433403	02/17/2025	Council Approved - Utilities D…	173.99
Unifirst Corporation	1630436790	02/20/2025	Council Approved - Utilities D…	3,028.22
Stivers Ford	48716	02/14/2025	Truck #8468 Radiator Repair P…	363.72
Northport Auto Supply Co. Inc.	100912893	02/10/2025	Water Truck #7892 Starter	154.30
Unifirst Corporation	1630434227	02/17/2025	Council Approved - Utilities D…	337.72
Unifirst Corporation	1630434532	02/17/2025	Council Approved - Utilities D…	85.34
Xerox Corporation	6667853b	02/18/2025	Contract Charge	133.91
Xerox Corporation	6667853b	02/18/2025	Contract Charge	221.70
Xerox Corporation	6667853b	02/18/2025	Contract Charge	133.91
Northport Auto Supply Co. Inc.	100913710	02/10/2025	Water Truck #7892 Battery	183.54
TRUCKWORX HOLDING CO INC	1130186647	02/21/2025	Dump Truck #1628 Parts for H…	972.04
TRUCKWORX HOLDING CO INC	1130187172.C	02/26/2025	Dump Truck #1628 Parts for H…	114.00
Stivers Ford	49196	02/26/2025	Explorer #4532 Side Mirror	335.12
Consolidated Pipe & Supply C…	AL0942786	02/21/2025	Green Marking Flags	61.65
Consolidated Pipe & Supply C…	AL0942787	02/21/2025	Metal T-Post	85.00
Unifirst Corporation	1630435052	02/17/2025	Council Approved - Utilities D…	1,083.51
Ferguson Enterprises LLC	1571497	03/04/2025	4" x 4" PVC x Clay Flexible Cou…	50.10
DCH Occupational Medicine	00023404 -00	02/25/2025	New Hire/Post Accident/Rand…	117.00
TRUCKWORX HOLDING CO INC	1130188673	02/19/2025	Truck #7158 Battery	111.62
TRUCKWORX HOLDING CO INC	1130188656	02/19/2025	Dump Truck #6328 Heater Re…	300.76
Devar Inc.	91461	02/17/2025	Spare Transducers for Pump S…	1,747.75
Northport Auto Supply Co. Inc.	100917467	02/26/2025	Water Truck #7158 Brakes	373.48
Krebs Engineering Inc.	Proj 22031.08 Inv 12	02/19/2025	Council Approved - Prof Eng S…	1,852.42
TRUCKWORX HOLDING CO INC	1130188801	02/19/2025	Dump Truck #6328 Heater Re…	288.27
A T & T	3192659909c	02/24/2025	831-001-2475 849	1,922.04
Northport Auto Supply Co. Inc.	100920333	02/18/2025	WW Crane Truck #3950 - Fuel…	301.48
Alabama Power Company	INV0025946	02/12/2025	SB23192-17002	84,467.35
Alabama Power Company	INV0025946	02/12/2025	SB23192-17002	138.38
Northport Auto Supply Co. Inc.	100920981	02/18/2025	Water Truck #7158 Parts for R…	107.34
Hach	14371696	02/19/2025	Blanket - Lab Chemicals for W…	877.97
Empire Pipe and Supply Comp…	2185867	03/04/2025	8" x 3/4" Brass Saddle	150.00
Cintas	4220783306	02/20/2025	Payer # 14385521	180.77
Amazon Capital Services	1P7X-4JNP-QF6J	02/17/2025	3 Door Armoire for WTP	618.26
Burnum-Hahn Exterminators I…	INV0025732	02/17/2025	Monthly Pest Control- UT	98.00
Computer Network Inc.	00N0592-IN	02/19/2025	Extended Support for Meter R…	1,875.00
Verizon	6106123164	02/25/2025	Acct 642325112-00001	315.55
Alabama Municipal Insurance …	Claim 24-80	02/24/2025	Deductible - Claim No 24-80	1,000.00
Ferguson Enterprises LLC	1571818	02/19/2025	6" Full Circle Repair Clamps P…	191.24
Ferguson Enterprises LLC	1573262	02/19/2025	Blue Marking Paint	324.00
Ferguson Enterprises LLC	1573398	02/19/2025	3/4" Comp x 3/4" Comp Curbs…	998.60
Unifirst Corporation	1630434531	02/17/2025	Council Approved - Utilities D…	170.60
Winfield Tool & Equipment Re…	516908-0002	02/18/2025	Blanket - Equipment Rental for..	260.59
Arlie Davidson	INV0025916	02/19/2025	Reimbursement for Water Gr…	70.00
Spire	INV0026135	02/24/2025	Northwood Garden Dr 87295…	20.36

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Unifirst Corporation	1630436259	02/18/2025	Council Approved - Utilities D…	213.26
Unifirst Corporation	1630436260	02/18/2025	Council Approved - Utilities D…	72.28
Comcast Cable	INV0026389	03/03/2025	3521 3rd St S 8396 90 014 02…	387.50
Pace Analytical LLC	2520457241	02/26/2025	AGENDA (10/7/24) Blanket - L…	300.00
Southern Pipe & Supply	401271-00	02/20/2025	21" x 33" Meter Boxes with Li…	392.00
Southern Pipe & Supply	401271-00	02/20/2025	14 1/2" x 20" Meter Boxes wit…	409.90
Consolidated Pipe & Supply C…	AL0942999	02/20/2025	10" x 10" Full Circle Wrap	430.84
Uline Inc.	189454264	03/03/2025	Lockers for WTP	2,135.66
Cintas	4221722067	02/21/2025	Payer # 14385521	130.77
Lowe's Home Centers Inc.	71764	02/24/2025	Kobalt Air Impact Wrench	113.05
Spire	INV0026419	03/03/2025	1000 Harpercreek Dr 3698223…	15.62
Carus LLC	SLS 10119214	02/25/2025	Council Approved - Phosphate…	13,436.80
Northport Electrical Supply Inc.	V1057269	03/03/2025	Fuses for Oxidation Ditch at …	4.53
Northport Electrical Supply Inc.	V1057310	03/03/2025	Replacement Lights for Filter …	245.08
Spectrum Business	138295201022125	02/26/2025	11405 Lary Lake Rd 138295201	89.99
T-Mobile US Inc.	INV0026395	03/03/2025	Acct 976900299 Utilities	565.00
Comcast Cable	INV0026430	03/03/2025	3950 3rd St S 8396 90 014 01…	341.49
Winfield Tool & Equipment Re…	519629-0001	02/26/2025	Forklift Rental for WTP	569.25
Northport Auto Supply Co. Inc.	100922872	02/26/2025	Meter Truck #5413 Brakes	234.00
Northport Auto Supply Co. Inc.	100923976	02/26/2025	Explorer #4532 Air FIlter Repla…	7.94
Central Alabama Asphalt & Co…	114299	02/26/2025	AGENDA (2/3/25) - Asphalt Re…	19,000.00
Amazon Capital Services	1YTD-61R3-9Y4R	02/26/2025	Waders	179.98
Staples Business Advantage	6025048358	02/26/2025	Timers (Set of 5)	47.29
Staples Business Advantage	6025048363	02/26/2025	11" x 17" Copy Paper	91.64
Southern Ionics Incorporated	718106	03/03/2025	Council Approved - Aluminum…	4,832.82
Ditch Witch of Alabama	W06516	02/28/2025	Service & Repair on Boring To…	1,118.48
Lowe's Home Centers Inc.	87011a	03/04/2025	Stainless Steel Hand Scoop for…	28.46
Lowe's Home Centers Inc.	87011b	03/04/2025	Shipping for Hand Scoops for…	5.99
CivilCON LLC	Contract A Pump St & Grav S…	03/04/2025	Hwy 82 PS Contract A	297,464.12
CivilCON LLC	Contract B Sewer Force Main …	03/04/2025	Hwy 82 PS Contract B	35,862.90
Ferguson Enterprises LLC	1575853	02/28/2025	3/4" Copper Pipe	2,838.00
Ferguson Enterprises LLC	1576136	02/28/2025	3" Gasket for Bleach Tank at …	106.52
Southern Pipe & Supply	520067-00	02/28/2025	8" x 7" DI Full Circle Repair Cl…	85.00
Southern Pipe & Supply	520067-00	02/28/2025	8" x 12" PVC Full Circle Repair…	121.00
Pace Analytical LLC	2535655959	02/28/2025	AGENDA (10/7/24) Blanket - L…	1,369.00
Ander's Hardware Co. Inc.	N1266760	03/03/2025	Blanket - Misc. Supplies for W…	26.34
Turkey Creek Sand & Gravel In…	10973-2	03/03/2025	Drying Bed Sand	1,749.64
Unifirst Corporation	1630439509	03/03/2025	Council Approved - Utilities D…	186.56
Unifirst Corporation	1630439510	03/03/2025	Council Approved - Utilities D…	685.39
Verizon	374000066235	03/04/2025	UT - GPS	518.60
Lowe's Home Centers Inc.	71977	03/03/2025	Blanket - Misc. Tools & Suppli…	144.34
Lowe's Home Centers Inc.	72009	03/03/2025	Blanket - Misc. Supplies for Col..	23.48
Consolidated Pipe & Supply C…	AL0943084	03/04/2025	5 1/4" x 2" Valve Box Risers	40.40
Consolidated Pipe & Supply C…	AL0943084	03/04/2025	5 1/4" x 6" Valve Box Risers	42.50
Allied Universal Corporation	12999148	03/04/2025	Council Approved - Hypo for …	4,580.80
Unifirst Corporation	1630439853	03/04/2025	Council Approved - Utilities D…	78.91
			Department 39 - Utilities Total:	**539,674.46**

Department: 40 - Williamson Cemetery

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Alabama Power Company	INV0025947	02/12/2025	SB23192-17002	31.06
			Department 40 - Williamson Cemetery Total:	**31.06**

Department: 41 - Outside Agency Funding

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Tuscaloosa Metro Animal Shel…	INV0026496	03/04/2025	Animal Control Contract - Mar…	18,721.79
Tuscaloosa Public Library	INV0026532	03/04/2025	Special Appropriation FY25 - J…	25,363.75
Tuscaloosa Public Library	INV0026533	03/04/2025	Special Appropriation FY25 - O…	25,363.75
Tuscaloosa Public Library	INV0026534	03/04/2025	QUARTERLY FUNDING PAYME…	46,640.00
Tuscaloosa Public Library	INV0026535	03/04/2025	QUARTERLY FUNDING PAYME…	46,640.00
			Department 41 - Outside Agency Funding Total:	**162,729.29**

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Department: 43 - Incentives				
Northport Corners	INV0026027	02/21/2025	Economic Incentive Agreement	93,750.00
			Department 43 - Incentives Total:	**93,750.00**
Department: 45 - 2019 Additional Sales Tax				
Lowe's Home Centers Inc.	95088	02/20/2025	Heritage Museum Misc. Repai…	97.65
Lowe's Home Centers Inc.	95553	02/20/2025	Heritage Museum Misc. Repai…	79.70
Lowe's Home Centers Inc.	18564	02/20/2025	PO 25-1749	-18.98
Lowe's Home Centers Inc.	18566	02/20/2025	Heritage Museum Misc. Repai…	18.99
Legacy Construction & Design …	194-2	02/26/2025	Heritage Museum Roof Repla…	21,014.00
Lowe's Home Centers Inc.	72169	02/25/2025	Heritage Museum - Fountain …	48.32
Crestmont Elementary School	INV0026005	02/20/2025	Educational Grant 2024-2025	25,000.00
Echols Middle School	INV0026390	03/03/2025	Education Grants 2024-2025	35,000.00
Navy Oaks Services LLC	1045	03/03/2025	Weed Abatement - 2209 5th S…	320.00
			Department 45 - 2019 Additional Sales Tax Total:	**81,559.68**
Department: 46 - Parks & Recreation				
Northport Sports Complex De…	10	02/25/2025	Northport Sports Developmen…	35,000.00
Your Real Next Step	00014	02/26/2025	Fiscal Year 2025 Community C…	3,100.00
			Department 46 - Parks & Recreation Total:	**38,100.00**
			Grand Total:	**1,602,642.16**

Report Summary

Fund Summary

Fund		Payment Amount
01 - GENERAL FUND		1,056,781.09
22 - MUNICIPAL COURT JUDICAL ADMIN FUND		5,934.35
50 - WATER & SEWER FUND		539,926.72
	Grand Total:	**1,602,642.16**

Account Summary

Account Number	Account Name	Payment Amount
01-10152	Accounts Receivable-AL…	38,615.26
01-13-101-50245	Development Funds - Dis…	500.00
01-13-102-50245	Development Funds - Dis…	250.00
01-15-000-50105	Office Supplies	674.45
01-15-000-50250	Community Events	1,131.67
01-15-000-50350	Insurance - General Fund	72,251.72
01-15-000-50357	Janitorial Contracts - City…	52.97
01-15-000-50359	Fuel & Oil	746.76
01-15-000-50371	Maintenance - Facilities	4,882.54
01-15-000-50383	Repair - Facilities	643.09
01-15-000-50400	Training	900.00
01-15-000-50570	Northport Community C…	15.62
01-15-000-50590	Utilities - Other	1,865.88
01-15-600-80009	Tiger Field	3,972.31
01-16-000-50106	Office Equipment	760.48
01-16-000-50247	Outsourced Legal Servic…	5,078.00
01-17-000-50105	Office Supplies	157.51
01-17-000-50127	Software - License & Ma…	6,696.41
01-17-000-50223	Translator Expenses	180.00
01-17-000-50359	Fuel & Oil	198.24
01-17-000-50373	Judicial Services - Court …	3,934.35
01-21007	Security Deposits	100.00
01-22-000-50108	Equipment - Computers…	8,228.50
01-22-000-50111	Software - License & Ma…	21,921.09
01-22-000-50312	Cell Phones	236.72
01-22-000-50348	Utilities - Internet	9,219.72
01-22-000-50366	Maintenance & Repair	108.66
01-25-000-50105	Office Supplies	8.70
01-25-000-50106	Office Equipment	30.48
01-25-000-50433	Taxpayer Business Audit…	937.50
01-26-000-50329	DCH Employee Assistanc…	4,237.65
01-26-000-50340	Drug Testing - Random	143.00
01-28-000-50104	Printing & Duplication - …	579.10
01-28-116-50112	Advertising - Planning C…	200.70
01-28-117-50175	Sundry Expense - ZBA	71.95
01-32-000-50105	Office Supplies	57.40
01-32-000-50106	Office Equipment	6.38
01-32-000-50111	Software - License & Ma…	1,400.00
01-32-600-81003	MPO - Watermelon Road	1,055.63
01-32-600-81005	MPO - Main Avenue	100.00
01-32-600-81007	MLK Improvements	25,874.81
01-32-600-82002	Sports Complex Kentuck	247,820.00
01-33-000-50010	Hiring & Recruitment Ex…	819.10
01-33-000-50105	Office Supplies	34.16
01-33-000-50111	Software - License & Ma…	3,250.00
01-33-000-50281	Non-Uniform Clothing	82.45
01-33-000-50283	Uniforms	817.75
01-33-000-50288	Uniform Accessories	84.79
01-33-000-50295	Evidence Collection Supp..	99.99
01-33-000-50355	Communication System -…	500.00

Account Summary

Account Number	Account Name	Payment Amount
01-33-000-50359	Fuel & Oil	13,901.82
01-33-000-50363	Maintenance Contracts -…	222.29
01-33-000-50367	Maintenance & Repair - …	5,365.57
01-33-000-50368	Maintenance & Repair - …	240.00
01-33-000-50377	Supplies & Equipment - …	232.76
01-33-000-50382	Repair - Public Safety C…	209.50
01-33-000-50522	Utilities - Natural Gas	54.96
01-33-000-50590	Utilities - Other	669.48
01-33-600-80000	Equipment	8,779.93
01-35-210-50010	Hiring & Recruitment Ex…	1,948.00
01-35-210-50105	Office Supplies	198.49
01-35-210-50211	Professional Medical Ser…	5,600.00
01-35-210-50283	Uniforms	138.85
01-35-210-50288	Uniform Accessories	18.00
01-35-210-50297	Turn Out Gear	618.00
01-35-210-50319	Equipment Testing - Equ…	1,734.81
01-35-210-50359	Fuel & Oil	2,910.52
01-35-210-50377	Supplies & Equipment - …	122.80
01-35-210-50402	Training - Departmental	1,600.00
01-35-210-50410	Maintenance & Repair - …	772.88
01-35-210-50411	Maintenance & Repair - …	1,399.78
01-35-210-50413	Maintenance & Repair - …	2.54
01-35-210-50500	Utilities - Power	2,995.92
01-35-210-50520	Utilities - Natural Gas	2,524.41
01-35-211-50434	Janitorial Supplies - Stati…	215.07
01-35-212-50434	Janitorial Supplies - Stati…	545.05
01-35-213-50360	Maintenance - Station 3	903.60
01-35-213-50434	Janitorial Supplies - Stati…	261.61
01-35-214-50434	Janitorial Supplies - Stati…	4.96
01-35-221-50242	Medical Supplies - Engin…	736.90
01-35-223-50242	Medical Supplies - Rescue	561.16
01-35-228-50319	Radio Equipment	9,817.86
01-37-310-50010	Hiring & Recruitment Ex…	2,674.00
01-37-310-50104	Printing & Duplication	47.49
01-37-310-50105	Office Supplies	226.54
01-37-310-50256	GPS Tracking	1,779.86
01-37-310-50261	Uniform Shirts, Pants, &…	335.95
01-37-310-50265	Boots	89.99
01-37-310-50277	Janitorial Supplies	72.42
01-37-310-50303	Cleaning/Janitorial Suppl…	6.07
01-37-310-50305	Contract Services	405.49
01-37-310-50353	Claims	1,392.97
01-37-310-50356	Cleaning/Janitorial Suppl…	15.88
01-37-310-50359	Fuel & Oil	15,313.47
01-37-310-50400	Training	181.25
01-37-310-50451	Solid Waste Authority C…	285.02
01-37-310-50473	Auxiliary Services Suppli…	42.50
01-37-310-50500	Utilities - Power	4,474.31
01-37-310-50503	Power - Traffic Signals	2,686.36
01-37-311-50227	Equipment - Beautificati…	49.36
01-37-311-50234	Supplies - Beautification	3,263.80
01-37-311-50387	Supplies - Community Ev…	394.91
01-37-312-50221	Hand Tools - Construction	25.47
01-37-312-50234	Supplies - Construction	3,327.47
01-37-313-50234	Supplies - Garbage	240.86
01-37-314-50221	Hand Tools - Maintenan…	183.24
01-37-314-50234	Supplies - Maintenance	177.42
01-37-315-50234	Supplies - Rights of Way	283.36

Account Summary

Account Number	Account Name	Payment Amount
01-37-316-50227	Equipment - Shop	444.29
01-37-316-50234	Supplies - Shop	298.95
01-37-316-50238	Personal Safety Supplies …	85.01
01-37-317-50234	Supplies - Trash	240.86
01-37-318-50380	Repairs - Public Works B…	3,071.80
01-37-320-50360	Maintenance - Garbage …	295.48
01-37-320-50380	Repairs - Garbage Trucks	391.81
01-37-321-50360	Maintenance - Heavy Eq…	100.93
01-37-321-50380	Repairs - Heavy Equipm…	473.37
01-37-322-50360	Maintenance - Heavy Tr…	563.85
01-37-323-50360	Maintenance - Trash Tru…	4,301.45
01-37-323-50380	Repairs - Trash Trucks	438.97
01-37-324-50360	Maintenance - Light Duty..	237.52
01-37-324-50380	Repairs - Light Duty Vehi…	-112.20
01-37-326-50360	Maintenance - Mowers …	136.59
01-37-328-50234	Supplies - Traffic	28.34
01-37-328-50276	Street and Traffic Signs	1,476.76
01-37-330-50360	Maintenance - Shirley Pl…	5.44
01-37-331-50234	Supplies-Recycling	226.69
01-37-600-80006	Public Works Building R…	91,471.90
01-40000	Business License	1,616.78
01-40-000-50500	Utilities - Power - Willia…	31.06
01-41-000-50801	Tuscaloosa Public Library	144,007.50
01-41-000-50803	Metro Animal Shelter	18,721.79
01-43-000-60901	Northport Corners LLC	93,750.00
01-45-000-54101	Nuisance Abatement	320.00
01-45-000-54203	Educational Grants	60,000.00
01-45-000-54407	Heritage Museum	21,239.68
01-46-000-50210	Professional Services	35,000.00
01-46-000-50570	Northport Community C…	3,100.00
22-17-000-50373	Judicial Services	5,934.35
50-39-510-50010	Hiring & Recruitment Ex…	117.00
50-39-510-50100	Dues	70.00
50-39-510-50106	Office Equipment	133.91
50-39-510-50111	Software - License & Ma…	1,875.00
50-39-510-50261	Contract Shirts and Pants	7,962.76
50-39-510-50312	Cell Phones	880.55
50-39-510-50339	Claims & Damages	1,000.00
50-39-510-50376	Service Contracts	518.60
50-39-510-50394	Repairs - Heavy Equipm…	1,675.07
50-39-510-50396	Repairs - Vehicles	4,417.14
50-39-510-50500	Utilities - Power	84,605.73
50-39-510-50520	Utilities - Natural Gas	35.98
50-39-510-50550	Pest Control	98.00
50-39-510-50590	Utilities - Other	2,741.02
50-39-511-50106	Office Equipment	221.70
50-39-512-50105	Office Supplies	138.93
50-39-512-50106	Office Equipment	133.91
50-39-512-50107	Office Furniture	618.26
50-39-512-50300	Chemicals	22,850.42
50-39-512-50309	Hand Tools and Equipm…	2,704.91
50-39-512-50313	Laboratory Supplies	877.97
50-39-512-50360	Maintenance	271.42
50-39-512-50454	Testing & Professional S…	1,369.00
50-39-513-50336	Repairs	82.90
50-39-513-50360	Maintenance	2,005.03
50-39-513-50454	Testing & Professional S…	3,025.00
50-39-514-50309	Hand Tools and Equipm…	1,265.98

Account Summary

Account Number	Account Name	Payment Amount
50-39-514-50321	Safety Equipment	179.98
50-39-514-50430	Equipment Rental	260.59
50-39-514-50431	Construction & Repair S…	6,287.93
50-39-514-50453	System & Infrastructure …	19,000.00
50-39-514-50477	Water Meters	3,750.00
50-39-514-60000	2" Meter Replacement	3,600.00
50-39-515-50389	Maintenance - Collectio…	1,747.75
50-39-515-50431	Construction & Repair S…	50.10
50-39-515-50473	Inventory Supplies	23.48
50-39-600-81508	PS#2 Gravity Main/New…	333,327.02
50-39-600-81601	ARPA WWTP - Sludge Pr…	27,899.00
50-39-600-81602	ARPA WTP Hypochroite/…	1,852.42
50-40114	Bad Debt Collections	252.26
	Grand Total:	**1,602,642.16**

Project Account Summary

Project Account Key		Payment Amount
None		1,602,642.16
	Grand Total:	**1,602,642.16**

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.3.
MEETING DATE: March 17, 2025
SUBJECT: Purchase Requisition, Quarterly On-Site SCADA Network Software Upgrades, Electric Machine Control, Inc., $7,930.00

Unfinished Business: New Business: Consent Agenda: X
Public Hearing: First Reading: Second Reading:
Prepared By: Allison Martin **Approved By: John Webb**

Summary:
The purchase requisition to Electric Machine Control, Inc., in the amount of $7,930.00, is for quarterly on-site SCADA Network software used at the Water Treatment Plant and the Wastewater Treatment Plant. This amount is for the remainder of the fiscal year 2025.

Recommendation:
Approve

Funding Source/GL Code:

GL Code No. 50-39-512-50360	Amount: $3,965.00
GL Code No. 50-39-513-50360	Amount: $3,965.00

Motion for Consideration:
Approval of the Consent Agenda will approve this expense in the amount of $7,930.00 to Electric Machine Control, Inc.

Proposal for:
City of Northport
3950 3rd Street South
Northport, AL 35476

Attention: Cynthia Davis

Quarterly On-Site SCADA Network Software Updates

February 5, 2025
Proposal No. EM250024

Prepared By: Brian Thomason
bthomason@emcinc.com
205-612-0723

1.0 Introduction

This proposal is provided for the City of Northport for Engineering and Technical Services required for the Quarterly On-site SCADA Network Software Updates for the Utility's Water Plant and Wastewater Plant. This proposal is submitted based on meeting of December 17, 2024.

2.0 Proposed Scope of Supply

Electric Machine Control will provide Engineering and Technical Services to provide Quarterly On-site SCADA Network Software Upgrades for the City of Northport.

The following Engineering and Technical Services would be included in the assessment:

Wastewater Plant

- All Process PLCs (Firmware and Software)
- Plant Network Switches
- Routers
- Fiber Converters
- Power Supplies
- UPS Equipment
- Plant Computers Periodic Checks including
    - Microsoft Updates
    - VTScada / Microsoft Compatibility
    - Virus Protection Upgrades
    - Disk Space Analysis
    - Recommended hardware or software updates/changes
    - Bios Updates
    - Event Logs
    - Optimization
    - Periodically Clean PCs
    - Software Versions (updates, installation date log, etc.)

Water Plant

- All Process PLCs (Firmware and Software)
- Plant Network Switches
- Routers
- Fiber Converters
- Power Supplies
- UPS Equipment
- Plant Computers Periodic Checks including
    - Microsoft Updates
    - VTScada / Microsoft Compatibility
    - Virus Protection Upgrades
    - Disk Space Analysis
    - Recommended hardware or software updates/changes
    - Bios Updates
    - Event Logs
    - Optimization
    - Periodically Clean PCs
    - Software Versions (updates, installation date log, etc.)

3.0 Engineering and Technical Services

Electric Machine Control will provide the following deliverables to the City of Northport for the Quarterly On-site SCADA Network Software Updates:

Description	**EMC Deliverables**
Engineering	• Provide quarterly on-site visits to check all computers. This will include checking Microsoft Updates, Virus Protection, Version Updates, Disk Space, recommended updates, optimization, cleaning, etc. • Note: Dates TBD • General Engineering and Technical Services

4.0 Pricing

City of Northport	
Quarterly On-site SCADA Network Software Upgrades • **Note: This Quarterly SCADA Software Service can be quoted on a Fiscal Year Basis to align with City of Northport Budget year requirements if needed in the future.**	**$3,965.00 per quarterly visit** x2
Annual VTScada License Renewal • **S/N 54027, 54028 – 5K Dual Server Premium Bundle, Support Plus** • **Note: This is a yearly license that is renewable each year on September 21st. The current license expired on September 21, 2024, and needs to be renewed as soon as possible to avoid any extra reinstatement fees.** • **Note: The yearly renewal will be required again on September 21, 2025, and will then be renewed as directed by the City Northport each year on that anniversary date.** • **Note: The yearly renewal will remain at 15% of the cost of a new 5K Dual Server Premium License which equals $4,154.25.**	**$4,154.25 per year**

Note: No materials are included in this proposal. Should any components be required EMC will provide pricing to Shelby County as directed.

Note: All associated travel and living expenses are included in the pricing above.

Payment Terms:

- Net 30 Days.

Delivery Schedule:

- Quarterly – To be determined.

Freight:

- N/A

ELECTRIC MACHINE CONTROL, INC.
TERMS AND CONDITIONS OF SALE

A. Acceptance

This quotation, together with any other documents incorporated herein or attached hereto, constitutes an offer to supply Buyer the goods to be purchased (or, in the case of software (including embedded microcode, subroutines and other computer code whether provided solely in object or in object code and source code), licensed) pursuant to this quotation. This quotation supersedes any prior oral or written communications between Seller and Buyer. BY ACCEPTING THE GOODS, OR ORDERING THE GOODS, BUYER AGREES TO AND ACCEPTS THE TERMS AND CONDITIONS APPLYING TO THE SALE OF THE GOODS PURCHASED PURSUANT TO THIS QUOTATION. BUYER'S ACCEPTANCE OF THIS OFFER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS, INCLUDING THOSE CONTAINED IN BUYER'S PURCHASE ORDER OR ACCEPTANCE OF THIS OFFER, ARE HEREBY OBJECTED TO. These terms and conditions shall also govern any services rendered to Buyer. If any terms or conditions in the purchase order or acceptance of this offer are in conflict or not identical to the terms of this offer, the terms and conditions of this offer shall prevail. This offer may be withdrawn or modified by Seller at any time prior to Buyer's acceptance of the terms and conditions contained herein, and unless otherwise stated will expire automatically 30 days from the date hereof unless so accepted by Buyer. Acceptance is effective only upon receipt of acceptance by Seller.

B. Prices – Prices are:

1. Subject to change without notice prior to acceptance of Buyer's order by Seller.
2. Exclusive of all Federal, State, Municipal or other Government Excise, Sales, Use, Occupational or like taxes now in force or to be enacted in the future.
3. Subject to an increase equal in amount to any tax the Seller may be required to collect or pay upon the sale of the items quoted.
4. Quoted F.O.B. place of manufacture.

C. Terms

1. The terms of payment for goods are as follows unless otherwise specified.
   a. Net cash within thirty (30) days from the date of invoice unless otherwise specified by Seller to Buyer with approved credit. Buyer to supply satisfactory credit references.
   b. Any progress payment terms offered will be net 30 days.
2. Interest may be charged at the rate of 1 ½ % per month or the maximum rate allowed under state law if it is a lesser number, on any payments which are not received by the due date. Any expenses of collection, including reasonable attorney's fees, shall be borne by Buyer.
3. Seller reserves the right to modify these terms for export business and special projects.

D. Shipping Estimates

1. The shipping date shown in this quotation is approximate and dependent upon prior sales and circumstances beyond Seller's control.
2. Shipping date will be computed from the date of receipt of all data required to enable complete engineering or acceptance of Buyer's order as provided in the Acceptance paragraph above, whichever is later.
3. Every effort will be made to effect shipment within the time stated, but Seller will not be liable for any damages resulting directly or indirectly from fire, embargo, strikes, or acts of God, civil strife or insurrection, transportation delay, whether at place of manufacture or elsewhere, or from delay by reason of any rule, regulation or order of any government authority directly affecting delivery, or from other causes beyond Seller's control. In the event of such a delay, the shipping date shall be extended for a reasonable length of time at least equal to the period of such delay.
4. Any change in Buyer's requirements will require confirmation or revision of estimated shipping date.
5. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, DIRECT, OR CONSEQUENTIAL DAMAGES OCCASIONED BY DELAYS, WHETHER OR NOT SUCH DELAYS ARE BEYOND SELLER'S CONTROL.

E. Delivery

Unless otherwise specified on this quotation, all goods shall be shipped F.O.B. Seller's place of manufacture, at which point title and risk of loss to the goods shall shift to Buyer. Seller undertakes only to deliver the goods to the carrier, to make a reasonable contract of carriage for their transportation, to obtain and deliver or tender such documents as may be necessary to enable Buyer to obtain possession, and to promptly notify Buyer of the shipment. Specifications or arrangements relating to the shipment of the goods covered by this agreement are at Seller's option.

F. Installation

1. When deemed necessary by Seller, or when required by Buyer's purchase order and included in Seller's price quotation, Seller or its agent will supply a service representative to provide technical direction for setting up and demonstrating the operation of the goods.
2. All cost incident to the erection and installation shall be borne by the Buyer. Additional or special services will be quoted on request.

H. Warranty

1. Any goods or parts thereof covered by this quotation which under normal operating conditions in the plant of the original user thereof, proves defective in material or workmanship within 12 months from start-up of equipment or 18 months from date of shipment by Seller which ever

comes first as determined by an inspection by Seller, will be repaired or replaced at our discretion, at our plant free of charge, provided that Buyer promptly sends Seller written notice of the defect and establishes that the goods have been properly installed, maintained and operated within the limits of rated and normal usage. The liability of Seller under this warranty or for any loss or damage to the goods, whether the claim is based on contract or negligence, shall not in any case exceed the purchase price of the goods, and upon the expiration of the warranty period, all such liability shall terminate. This warranty, as it relates to electronic control units, only applies if the user has in his employ qualified maintenance personnel.

With regard to software, Seller warrants that such software will comply with the specifications, if any, published by the Seller with respect to the software. Buyer, as licensee, acknowledges and agrees that the software will not run uninterrupted or problem free. In the event the software proves defective within one year from the date of shipment by Seller, Seller will, if commercially practicable, repair such software to conform to specifications or provide replacement software.

2. The terms of this warranty do not in any way extend to any goods purchased or manufactured (with respect to this quotation) which have a separate warranty or life under normal usage inherently shorter than the one year period indicated above. Subject to the terms and conditions set forth herein, the warranty on any purchased goods is expressly limited to those offered by their respective manufacturer and which Seller may pass through to Buyer.

3. This warranty shall be void and Seller shall not be liable for any breach of warranty if the goods or parts thereof covered by this quotation shall have been repaired or altered by persons other than Seller, unless expressly authorized by Seller in writing.

4. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND ARE EXCLUDED FROM THIS AGREEMENT. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY.

I. Limitation of Liability

1. BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL (AT SELLER'S SOLE DISCRETION) BE THE REPAIR OR REPLACEMENT OF DEFECTIVE GOODS, AND SUCH REMEDY IS EXPRESSLY IN SUBSTITUTION OF ANY AND ALL REMEDIES OTHERWISE PROVIDED UNDER THE UNIFORM COMMERCIAL CODE OR OTHER STATE OR FEDERAL LAW. Provided, however, if the goods are incapable of being repaired or replaced, Buyer's exclusive remedy shall be money damages, but such damages shall not exceed the purchase price of goods.

2. Any claim for breach of Seller's warranty must be in writing addressed to Seller, must set forth the alleged defect in sufficient detail to permit its easy identification by Seller and must be made no later than 10 days after the discovery of the breach. Any breach of warranty claim not made within one year of shipment of goods by Seller will not be honored by Seller and will be of no force and effect.

3. Seller's liability on any claim of any kind, including negligence for any loss or damage arising out of, connected with or resulting from this quotation, or from the performance or breach thereof, or from the design, manufacture, sale, services rendered, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of any goods covered by or furnished under this quotation shall in no case (except as provided in the paragraph entitled Property and Patent Rights), exceed the purchase price allocable to the goods and shall terminate on year after the goods have been shipped.

4. IN NO EVENT SHALL SELLER, NOR ITS AFFILIATED BUSINESSES, NOR THE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF THE FOREGOING, BE LIABLE TO BUYER, (NOR TO ANY THIRD PARTY) IN ANY ACTION OR CLAIM FOR DIRECT, CONSEQUENTIAL, SPECIAL AND/OR INCIDENTAL DAMAGES, LOSS OF PROFITS, LOSS OF OPPORTUNITY, LOSS OF PRODUCT OR LOSS OF USE, WHETHER THE ACTION IN WHICH RECOVERY OF DAMAGES IS SOUGHT IS BASED ON CONTRACT, TORT (INCLUDING PRODUCT LIABILITY, SOLE, CONCURRENT OR OTHER NEGLIGENCE AND STRICT LIABILITY), STATUTE OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THESE TERMS ARE WAIVED. IN THE EVENT THAT ANY OTHER TERM OF THIS AGREEMENT IS FOUND UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, OR ANY EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, THIS PROVISION OF WAIVER BY AGREEMENT OF DIRECT, CONSEQUENTIAL, SPECIAL AND/OR INCIDENTAL DAMAGES SHALL CONTINUE IN FULL FORCE AND EFFECT.

J. Property and Patent Rights

1. With regard to software, Seller is granting to Buyer a non-transferable, nonexclusive license to use such software solely on computer systems owned or leased by Buyer, and solely for use by Buyer in Buyer's business. Other than this license, Seller is not granting any right title or interest in the software. Furthermore, Seller retains to itself any and all property rights in and to all designs, inventions and improvements pertaining to any goods designed in connection with the quotation and to all patents, trademarks, copyrights and related property rights arising out of the work done in connection therewith. Buyer expressly agrees that it will not assert any rights to property rights retained herein by Seller.

2. As to any goods, or parts thereof, manufactured to Buyer's design specifications, Seller assumes no liability whatsoever for patent infringement and Buyer shall indemnify and hold Seller harmless from any liability arising out of the infringement of any patent in the manufacture, sale or use of any goods described in Buyer's specifications.

Buyer agrees to treat as confidential and to safeguard against disclosure to any other person or entity all such software licensed pursuant to these terms and conditions. Buyer acknowledges the Seller possesses intellectual property rights in such software and owns the copyright in and to such software, and further expressly agrees that it will not copy (except for one backup copy that may be maintained by Buyer solely for archival purposes), decompile, disassemble, reverse engineer or attempt to reverse engineer any software licensed pursuant to these terms and conditions nor will Buyer assist others in doing or attempting to do so. To the extent that Buyer makes permitted copies of any software or other intellectual property provided pursuant to these terms and conditions, Buyer will reproduce any and all proprietary notices contained on or in such software or intellectual property.

K. Reservation of Rights in Respect to Seller's Other Products

Seller reserves the right to make improvements and changes in design upon its goods without any obligation to make such changes or improvements upon the goods that are the subject of this quotation or on goods previously manufactured and sold by it.

L. Limitation of Actions

Any statute or law to the contrary notwithstanding, any action to recover for any loss or damage arising out of or connected with, or resulting from this quotation, or from the performance or breach thereof must be commenced within a one year period after the cause of action accrues to Buyer, unless otherwise extended by Seller in writing. It is expressly agreed that there are no warranties of future performance pertaining to the goods that are the subject of this quotation that would extend such one year period of limitation.

M. Cancellation

In the event Buyer requests Seller to stop work or cancel the order or any part thereof, cancellation charges shall be paid to Seller as follows: (i) any and all work that is complete or scheduled for completion within thirty days of the date of notification in writing to stop work or to cancel, shall be invoiced and paid in full and; (ii) for work in process, other than covered by item (i), and any materials and supplies procured, or for which definite commitments have been made by Seller in connection with Buyer's order, the Buyer shall pay the actual costs and overhead expenses determined in accordance with good accounting practices, plus 15% and; (iii) an amount equal to 15% of the difference between the cancellation charge as computed in item (ii) and the full purchase price of the goods will be charged as compensation for business irretrievably lost as a result of accepting a purchase order based on this quotation and having said purchase order canceled by the Buyer and; (iv) Buyer shall promptly instruct Seller as to the disposition of the goods and Seller may, if requested in a writing signed by Buyer, hold the goods for Buyer's account. All costs of storage, insurance, handling, boxing or other costs in connection therewith shall be borne by Buyer.

N. Applicable Law

This quotation and the rights and obligations of the parties, shall be construed pursuant to the laws of the State of Alabama, excluding Alabama's conflict of laws. Buyer and Seller acknowledge that this agreement necessarily involves, and is entered into in furtherance of, interstate commerce. All disputes based on or arising out of this agreement shall be resolved by binding arbitration and governed pursuant to the rules of the American Arbitration Association. In no event shall any arbitrator expand nor restrict any of the party's respective rights nor obligations beyond those as set forth in this agreement.

O. Waiver of Terms and Conditions

Failure or delay of Seller to insist upon strict performance of any of the terms and conditions of this quotation or to exercise any rights or remedies provided herein or by law, shall not release Buyer from any of the obligations of this quotation and shall not be deemed a waiver of any right of Seller to insist upon strict performance hereof or of any rights or remedy of Seller as to any prior or subsequent default hereunder. The headings used herein are for convenience only and shall be given no legal effect.

P. Indemnification by Buyer

Buyer shall indemnify, defend, save and hold Seller, its affiliated businesses (and the directors, officers, employees, agents of the same) and any person acting for or on its behalf, harmless from and against any and all liability, damage, loss, claims, demands, judgments and actions of any nature whatsoever which are claimed to arise out of, result from or connected with (i) engineering specifications, data or criteria furnished by Buyer to Seller (provided Seller manufactures the goods in accordance with such specifications, data or criteria); (ii) changes in criteria made by Buyer; (iii) Buyer's negligence, errors or omissions in Buyer's performance or non-performance of its obligations under this agreement; or (iv) the failure by Buyer, its agents, employees or anyone acting through or on its behalf, to properly operate the goods in accordance with manuals, directions or other operating specifications furnished by Seller to Buyer.

Q. Complete Agreement

Any orders received by Seller in response to this quotation shall not be binding or firm orders until approved by Seller. This quotation, when accepted by Buyer in accordance with the Acceptance paragraph hereof, and/or when Seller's acknowledgment of receipt of acceptance is given to Buyer, shall constitute the entire agreement between the parties relating to this quotation and the goods provided pursuant thereto, shall supersede all previous communications or understandings between Buyer and Seller with respect to the subject matter hereof, and no alteration or addition to this quotation shall be binding on Seller unless it is in a writing signed by Seller's duly authorized officer.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.4.
MEETING DATE: March 17, 2025
SUBJECT: Purchase Requisition, Testing at Wastewater Treatment Plant, Living Water Services, LLC., $10,000.00

Unfinished Business:	New Business:	Consent Agenda: X
Public Hearing:	First Reading:	Second Reading:

Prepared By: Allison Martin **Approved By: John Webb**

Summary:

The purchase requisition to Living Water Services, LLC., in the amount of $10,000.00, if for testing at the Wastewater Treatment Plant. The testing is for E. Coli, BOD, TSS, NH4, TKN, which is all required by ADEM.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-513-50454 Amount: $10,000.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of $10,000.00 to Living Water Services, LLC.

CITY OF NORTHPORT, ALABAMA

REQUISITION FOR GOODS AND SERVICES

DEPT./DIVISION Utilities

Date: 3/4/2025

REQUISTIONER: Terry West

Qty	Items	Unit Price	Total Price	Suggested Account Number
1	WWTP Sample Testing	$10,000.00	$10,000.00	50-39-513-50454
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
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			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
			$0.00	
	TOTAL		**$10,000.00**	

Request P.O. to:
Living Water Services

Superintendent Approval
Terry West

Business License Required?

Operations Manager Approval
Cynthia Davis 3/4/25

COMMENTS (Requistioner or Department Head):
WWTP Lab Test

DEPARTMENT HEAD (Signature)

COMMENTS:

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.5.
MEETING DATE: March 17, 2025
SUBJECT: Purchase Requisition, Outsourced Legal Services, Professional Services, MaynardNexsen, $7,463.00

Unfinished Business: New Business: Consent Agenda: X
Public Hearing: First Reading: Second Reading:
Prepared By: Kim Braughton **Approved By: Ron Davis**

Summary:

This invoice is for legal services rendered pertaining to the River Run Park Management Contract. The department is respectfully requesting payment of the invoice

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-16-000-50247 Amount: $7,463.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of $7,463.00 to MaynardNexsen.

MAYNARDNEXSEN

IRS # 63-0864426

City of Northport
3500 McFarland Blvd
P.O. Drawer 569
Northport AL 35476

Invoice No.	536159281
Invoice Date	February 28, 2025
Matter No.	803896.00004
Attorney	B. Staples

Re: River Run Park Management Contract

For Professional Services Rendered Through January 31, 2025

Total Fees	$7,463.00
Total This Invoice	**$7,463.00**

DEPARTMENTAL SUMMARY OF REQUESTED ACTION

THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.6.
MEETING DATE: March 17, 2025
SUBJECT: Purchase Requisition, Dell Technologies, 2025 Computer Replacement Project, $26,513.39.

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 for Dell Technologies (Dell Marketing) for the 2025 Computer Replacement Project. This order includes computers for the Police Department vehicles and Council Chambers computers. The total amount for this order is $26,513.39. Requisition No.252082 and 252083.

Recommendation:

Approval of the Consent Agenda will authorize this request.

Funding Source/GL Code:

GL Code No. 01-22-000-50108 Amount: $26,513.39

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of $26,513.39 to Dell Marketing, LP.

A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under “Quotes” in the top menu bar.

Quote No.:	**3000186643133**
Total (USD):	**$21,370.95**
eQuote Name:	PD Rugged Laptop Replacement 2025
eQuote Creator:	bhambright@cityofnorthport.org
Quoted On:	Mar. 06, 2025
Expires By:	Apr. 05, 2025
Company Name:	CITY OF NORTHPORT
Customer Number:	19423206
Phone:	2053397000
Premier Page Name:	CITY OF NORTHPORT
Contract Name:	OMNIA-National Cooperative Purchasing Alliance (NCPA)
Contract Code:	C000001019611
Customer Agreement Number:	NCPA 01-143

Billing Address:
CITY OF NORTHPORT
ACCOUNTS PAYABLE
3500 MACFARLAND BLVD
P O BOX 569
NORTHPORT , AL 35476-3181

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
Dell Latitude 5430 Rugged	**9**	**$2,374.55**	**$2,374.55**	**$21,370.95**

Subtotal:	**$21,370.95**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total (USD):	**$21,370.95**

DELL Technologies

A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under "Quotes" in the top menu bar.

Quote No.:	**3000186643972**
Total (USD):	**$5,142.44**
eQuote Name:	2025 Computer Replacement - Council Chambers Micro Desktops
eQuote Creator:	bhambright@cityofnorthport.org
Quoted On:	Mar. 06, 2025
Expires By:	Apr. 05, 2025

Company Name:	CITY OF NORTHPORT
Customer Number:	19423206
Phone:	2053397000
Premier Page Name:	CITY OF NORTHPORT

Contract Name:	OMNIA-National Cooperative Purchasing Alliance (NCPA)
Contract Code:	C000001019611
Customer Agreement Number:	NCPA 01-143

Billing Address:
CITY OF NORTHPORT
ACCOUNTS PAYABLE
3500 MACFARLAND BLVD
P O BOX 569
NORTHPORT , AL 35476-3181

Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
OptiPlex Micro Form Factor (Plus 7020)	**4**	**$1,285.61**	**$1,285.61**	**$5,142.44**

Subtotal:	**$5,142.44**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total (USD):	**$5,142.44**

DEPARTMENTAL SUMMARY OF REQUESTED ACTION

THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.7.
MEETING DATE: March 17, 2025
SUBJECT: Purchase Requisition, SHI, Microsoft Office 365 Annual Renewal, $95,959.50.

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 SHI, for the annual renewal of Microsoft Office 365 licenses used by city employees. The total cost is $95,959.50. Requisition No. 252087.

Recommendation:

Approval of the Consent Agenda will authorize this request.

Funding Source/GL Code:

GL Code No. 01-22-000-50111 Amount: $95,959.50

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of $95,959.50 to SHI.

Pricing Proposal
Quotation #: 25880754
Reference #: EA# 85202327
Created On: 2/25/2025
Valid Until: 3/31/2025

AL-City of Northport

Microsoft Inside Account Manager

Jonathan Fikes
AL
United States
Phone: 205-246-6447
Fax:
Email: jfikes@cityofnorthport.org

Brett Cohen
SHI International Corp
290 DAVIDSON AVE STE 101
SOMERSET, NJ 08873-4179
Phone: 888-744-4084
Fax: 732-654-8380
Email: Brett_Cohen@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Entra ID P2 GCC Sub Per User Microsoft - Part#: MQN-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 4/1/2025 – 3/31/2026 **Note:** Year 3 - 12 months	20	$85.06	$1,701.20
2	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 4/1/2025 – 3/31/2026 **Note:** Year 3 - 12 months	20	$0.00	$0.00
3	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 4/1/2025 – 3/31/2026 **Note:** Year 3 - 12 months	10	$251.64	$2,516.40

Subtotal	$4,217.60
Total	$4,217.60

Additional Comments

EA# 85202327
Payment Schedule:
Year 3: 4/1/2025 - 3/31/2026 - $3,400.80
Total: $3,400.80

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Pricing Proposal
Quotation #: 25713724
Reference #: EA# 85202327
Created On: 1/10/2025
Valid Until: 3/31/2025

AL-City of Northport

Microsoft Inside Account Manager

Jonathan Fikes
AL
United States
Phone: 205-246-6447
Fax:
Email: jfikes@cityofnorthport.org

Brett Cohen
SHI International Corp
290 DAVIDSON AVE STE 101
SOMERSET, NJ 08873-4179
Phone: 888-744-4084
Fax: 732-654-8380
Email: Brett_Cohen@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 4/1/2025 – 3/31/2026 **Note:** Anniversary - Year 3	265	$251.64	$66,684.60
2	Entra ID P2 GCC Sub Per User Microsoft - Part#: MQN-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 4/1/2025 – 3/31/2026 **Note:** Anniversary - Year 3	265	$85.06	$22,540.90
3	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 4/1/2025 – 3/31/2026 **Note:** Anniversary - Year 3	265	$0.00	$0.00
4	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 4/1/2025 – 3/31/2026 **Note:** Anniversary - Year 3	10	$251.64	$2,516.40
			Subtotal	$91,741.90
			Total	$91,741.90

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

DEPARTMENTAL SUMMARY OF REQUESTED ACTION

THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.8.
MEETING DATE: March 17, 2025
SUBJECT: Purchase Requisition, Lawn Mowers for Utilities, Tuskaloosa Lawn Equipment, $27,038.00

Unfinished Business:	New Business:	Consent Agenda: X
Public Hearing:	First Reading:	Second Reading:

Prepared By: Allison Martin **Approved By: John Webb**

Summary:

The purchase requisition to Tuskaloosa Lawn Equipment in the amount of $27,038.00 is for the purchase of two (2) Lazer Z X-Series 60" Series 6 Deck lawn mowers. These will be used at the Water Treatment Plant and the Wastewater Treatment Plant.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-600-80000 Amount: $27,038.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of $27,083.00 to Tuskaloosa Lawn Equipment.

Q U O T A T I O N

TUSKALOOSA LAWN EQUIPMENT
5401 MCFARLAND BLVD
Northport, AL 35476 USA
Phone #: (205)339-3681
Fax #: (205)339-3727

PHONE #: **(205)331-8627**
CELL #: **(205)331-8627**
ALT. #: **(205)442-3335 Ext: JOSH**
P.O.#:
TERMS: **Net 30**
SALES TYPE: **Quote**

DATE: **2/18/2025**
ORDER #: **145531**
CUSTOMER #: **100245**
CP: **Blake C**
LOCATION: **1**
STATUS: **Active**

BILL TO **100245**

City of Northport
P.O. Box 569
Northport, AL 35476

SHIP TO

City of Northport
P.O. Box 569
Northport, AL 35476

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
EXM	LRX801GKA606Q1	LAZER Z X-SERIES FX801V 60" SERIES 6 DECK	2	$18,758.00	$13,519.00	$27,038.00

Prices reflected on this quote are subject to change without notice. Final price will always be what is marked on price tag at time of purchase.

SUBTOTAL:	$27,038.00
TAX:	$0.00
ORDER TOTAL:	$27,038.00

Authorized By: ______________________

DEPARTMENTAL SUMMARY OF REQUESTED ACTION
THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.9.
MEETING DATE: March 17, 2025
SUBJECT: Purchase Requisition, 2 Pickup Trucks for Utilities, Stivers Ford Lincoln, $97,218.00

Unfinished Business:		New Business:		Consent Agenda:	X
Public Hearing:		First Reading:		Second Reading:	

Prepared By: Allison Martin **Approved By: John Webb**

Summary:
The purchase requistion to Stiver Ford Lincoln, in the amount of $97,218.00, is for a 2025 Ford F-150 Supercrew 4x2 PIckup at $39,155.00, and a 2025 Ford F-250 Supercrew 4x2 Pickup at $58,063.00. The prices are determined by the State Bid Contract.

Recommendation:
Approve

Funding Source/GL Code:
GL Code No. 50-39-600-80000 Amount: $97,218.00

Motion for Consideration:
Approval of the Consent Agenda will approve this expense in the amount of $97,218.00 to Stivers Ford Lincoln.

Government Dept
334-613-5000

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Last Updated: 2/27/2025
Revision 25.0

2025 FORD F250 SUPERCREW 4x2 CHASSIS CAB - MODEL W2A

CONTRACT NUMBER: 230000003416-9	FORD CAB & CHASSIS CONTRACT	CONTRACT AMOUNT: $45,249

INCLUDES: XL 600A, SuperCrew 4x2, 6.8L V8 PFI Gas Engine, 10 Spd AutoTransmission, Power Windows & Door Locks, Keyless Entry, Cruise Control, Vinyl Flooring, Vinyl 40/20/40 Seat, AM/FM Radio, Bluetooth, Rear View Camera, Trailer Tow Package 4/7 Pin, Trailer Brake Controller

STATE CONTRACT PRICE (T191)	$	45,249	☒

FACTORY OPTIONS

66D	Pickup Box Delete, Includes Rear View Camera Prep Kit		NC	☒
63R	Heavy Service Package for Pickup Box Delete, Includes Rear Stabilizer Bar & Rear Auxiliary Springs, & Heavy Service Front Springs. Requires 67H Heavy Service Front Suspension Package	$	125	☒
67H	Heavy Service Front Suspension Package	$	125	☒
18B	Platform Running Boards	$	445	☐
66S	Upfitter Switches - (6) Located in Overhead Console	$	165	☒
67E	250 Amp. Alternator (w/ Upfitter Switches 66S)	$	85	☒
592	Roof Clearance Lights	$	95	☐
43C	120V / 400W Outlet	$	175	☐
76S	Remote Start	$	250	☐
52S	Interior Work Surface (Requires 40/20/40 Seat)	$	140	☐
96V	XL Chrome Package - Includes Boxlink, Chrome Hub Covers, Chrome Front & Rear Step Bumper, Fog Lamps	$	225	☐

OTHER OPTIONS

WHEEL BASE OPTIONS:

176	Requires 176" Wheelbase For Body Installations - 56" Cab to Axle		Included	☒

DRIVE TRAIN OPTIONS:

99A	6.8L V8 PFI Gas Engine		Standard	☒
X37	3.73 Regular Axle (Standard w/ 6.8L Gas Engine)		Standard	☐
X3E	3.73 Electronic Locking Axle (Optional w/ 6.8L Gas Engine)	$	430	☒
99T	6.7L V8 Diesel Engine (State Contract Diesel Option - Contract # 220000003416-10)	$	9,756	☐
X31	3.31 Regular Axle (Standard w/ 6.7L Diesel Engine)		NC	☐
X3H	3.31 Electronic Locking Axle (Optional w/ 6.7L Diesel Engine)	$	430	☐
99M	6.7L High Output V8 Diesel Engine	$	12,495	☐
X31	3.31 Regular Axle (Standard w/ 6.7L High Output Diesel Engine)		NC	☐
X3H	3.31 Electronic Locking Axle (Optional w/ 6.7L High Output Diesel Engine)	$	430	☐
X3J	3.55 Electronic Locking Axle (Optional w/ 6.7L High Output Diesel Engine)	$	430	☐
41H	Heater, Engine Block	$	100	☐
TD8	LT245/75Rx17E BSW AS		Standard	☒
TBM	LT245/75Rx17E BSW AT	$	165	☐

INTERIOR OPTIONS:

AS	40/20/40 Viynl Seats - Medium Dark Slate (*XL*)	XL	Standard	☒
1S	40/20/40 Cloth Seats - Medium Dark Slate (*XL)*	$	100	☐

Government Dept
334-613-5000

STIVERS FORD LINCOLN

4000 EASTERN BLVD
MONTGOMERY, AL 36116

Last Updated: 2/27/2025
Revision 25.0

COLOR OPTIONS:

Z1	Oxford White		NC	☒
HX	Antimatter Blue		NC	☐
M7	Carbonized Gray		NC	☐
DR	Avalanche		NC	☐
UM	Agate Black		NC	☐
PQ	Race Red		NC	☐
AT	Yellow	$	660	☐
BY	School Bus Yellow	$	660	☐
E4	Vermillion Red	$	660	☐
GR	Green	$	660	☐
W6	Green Gem	$	660	☐
MB	Orange	$	660	☐

STIVERS FORD OPTIONS:

SL1	Reading Service Body Model SL98SW - Eight (8) Ft Steel Service Body Equipped with (3) Compartments on Each Side, Recessed Frame-Mounted Rear Bumper, Powder Coat Finish, & Aluminum Dish Around Fuel Cap, MasterLock - Steel Slide Bar That Simultaneously Locks All Compartments On One Side, 4/7 Pin Connector, & Ford Camera Installed On Rear of Service Body	$	10,145	☒
CL1	Reading Service Body Modle CL98SW - Classic II Eight (8) Ft Steel Service Body Equipped with SL98SW Content Plus Reading's Signature Hidden Hinges Designed To Resist Forcible Entry, MasterLock - Steel Slide Bar That Simultaneously Locks All Compartments On One Side, 4/7 Pin Connector, & Ford Camera Installed On Rear of Service Body	$	11,184	☐
SM1	Reading SpaceMaker Lids - Provides Top-Opening Compartment w/ Additional 15% Storage Space	$	1,453	☐
TG1	Liftgate - Maxon Liftgate Intalled on Reading Service Body		Request	☐
LR1	Ladder Rack - Over the Cab 8 ft Ladder Rack	$	1,995	☐
BL1	Bedliner - Spray In Bedliner - Service Body Bed Floor & Bed Walls	$	795	☒
LED	4 Corner LED Strobe Lights	$	745	☒
KEY	Two Extra Keys	$	600	☐
FM1	Heavy Duty Rubber Floor Mats	$	199	☒
BGW	Brush Guard Bumper w/ Winch	$	2,839	☐
FB1	Reading Flatbed Pricing Available Upon Request		Request	☐

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

Delivery Address:____

TOTAL VEHICLE (*Required*) **$58,063**

Customer: ______________________________

Contact: ______________________________

Phone: ______________________________

Email: ______________________________

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (*Required*) ______________________________

DATE (*Required*): ______________________________

PURCHASE ORDER NUMBER: (*Required*) ☐

QUANTITY (*Required*) 1

Government Department
334-613-5000

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

9/25/23
Version 23.0

2025 FORD F150 SUPERCREW 4x2 PICKUP -- STATE CONTRACT T191

CONTRACT NUMBER: **MA220000003128-14** **CONTRACT AMOUNT: $38,467**

INCLUDES: 2.7L EcoBoost V6 Engine, 10-Spd Auto, 4x2, 145" Wheelbase, 5.5' Bed, Class IV Trailer Hitch w/ 4/7 Pin Connector, Power Windows, Power Door Locks w/ Integrated Key Transmitter Keyless Entry, Power Tailgate Lock, Cruise Control, Black Vinyl Flooring, 17" Silver Steel Wheels, Ford Co-Pilot 360 2.0, 36 Gallon Fuel Tank

EQUIPMENT GROUP OPTIONS

W1L	101A XL Equipment Group (Base Equipment Group on Contract)	$	38,467	S
F1K	Option Credit to Regular Cab, Two-Wheel Drive 122" Wheelbase with 6' Box Includes 5.0 V8 w/10-Speed Transmission, and 3.73 Electronic Locking Rear Differential	$	(1,404)	S
103A	XL Chrome Appearance Package: 17" Silver Aluminum Wheels, Chrome Bumpers, & Fog Lamps	$	1,000	☐

EXTERIOR COLOR OPTIONS:

YZ	Oxford White	☑	HX	Anitmatter Blue	☐
UM	Agate Black	☐	B3	Atlas Blue	☐
JS	Iconic Silver	☐	M7	Carbonized Gray	☐

INTERIOR OPTIONS:

AS	Vinyl 40/ 20 /40 - Medium Dark Slate Gray	NC	☑
CS	Cloth 40/ 20 /40 - Medium Dark Slate Gray	NC	☐

DRIVE TRAIN OPTIONS:

995	5.0L V8 Engine	Included	$	-	S
XL6	3.73 Electronic Locking Axle	Included	$	-	S

WHEELBASE OPTION:

141	Wheelbase 141" - 6.5' Bed - ONLY W/ 5.0L ENGINE	$	642	☐

OPTIONS:

18B	Black Platform Running Boards - XL	$	250	☐
413	Skid Plates - Only Available on XLT & Higher Trim Levels	$	160	☐
924	Privacy Glass	$	100	☐
85H	Back-up Alarm	$	220	☐
KEY	2 Extra Keys	$	600	☐

STIVERS OPTIONS:

LED	4 Corner LED Strobe Lights	$	699	☑
WT1	All Weather Rubber Mats	$	199	☑
TB1	Tool Box - Standard (15")	$	539	☐
TB2	Tool Box - Deep Well (18")	$	599	☑
BL6	Bed Liner - Drop In (5-1/2")	$	315	☐
BL6	Bed Liner - Drop In (6-1/2')	$	345	☐
SL1	Spray-in Bed Liner (5-1/2" bed)	$	595	☑
SL2	Spray-in Bed Liner (6-1/2' bed)	$	625	☐
TN1	Tonneau Cover - Non Folding Hardshell	$	1,995	☐
TN2	Tonneau Cover - Retractable	$	1,795	☐
TN3	Tonneau Cover - Tri Fold	$	1,395	☐
CAM	Camper Shell	$	2,985	☐
BS	Bed Slide	$	1,590	☐
BG	Brush Guard w/ Wraps over Headlamps and Winch	$	2,949	☐
MX1	Liftgate - Maxon	$	3,695	☐

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

TOTAL VEHICLE (*Required*) 39,155

Customer: ____________________

Contact: ____________________

PURCHASE ORDER NUMBER: (*Required*) ☐ **QUANTITY** ☐

DEPARTMENTAL SUMMARY OF REQUESTED ACTION

THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.c.10.
MEETING DATE: March 17, 2025
SUBJECT: Purchase Requisition, Code Enforcement Management Software Renewal, $9,328.20

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 Comcate Software Inc. is for the renewal of the Code Enforcement Manager Software.

Recommendation:

Approve the requisition.

Funding Source/GL Code:

GL Code No. 01-33-000-5011 Amount: $9,328.20

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of $9,328.20 to Comcate Software Inc.

Comcate Software Inc.
9450 SW Gemini Dr.
#61173
Beaverton, OR 97008
8445083067

INVOICE

Invoice #: 8870
Invoice Date: 03/01/25
Amount Due: $9,328.20

Northport, AL
3721 26th Ave
Northport, AL 35473
United States

Due Date	Terms
04/30/25	Net 60

Item	Description	Quantity	Price	Amount
CEM Ren	Code Enforcement Manager Renewals Agreement for the period 07/01/2025 to 06/30/2026	1	$3,238.20	$3,238.20
GIS Ent Ren	GIS Enterprise Renewals Agreement for the period 07/01/2025 to 06/30/2026	1	$2,940.00	$2,940.00
CEM Ren	Code Enforcement Manager Renewals Agreement for the period 07/01/2025 to 06/30/2026	1	$3,150.00	$3,150.00

Thank you for your business.

Subtotal: $9,328.20
Sales Tax: **$0.00**
Total: $9,328.20
Payments: $0.00
Amount Due: $9,328.20

To pay online, go to https://app01.us.bill.com/p/comcatesoftwareinc