

NORTHPORT CITY COUNCIL MEETING
MONDAY, APRIL 7, 2025
5:30 PM

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. PRESENTATIONS

- a. Proclamation Recognizing Child Abuse Prevention Month
- b. Proclamation Recognizing The Culverhouse Lift Program
- c. Proclamation Recognizing JNJ Apparel for Business of the Month

6. APPROVAL OF THE AGENDA

7. VISITORS TO ADDRESS THE COUNCIL

8. UNFINISHED BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. Second Reading, Ordinance Amending Chapter 22, Buildings and Building Regulations, Article III, Section 22-61 of the Municipal Code pertaining to moving buildings - Ron Davis

9. NEW BUSINESS

a. Ordinances and Resolutions of a Permanent Nature

- 1. First Reading, Resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 1207 15th Court. - Julie Ramm
- 2. First Reading, Ordinance of annexation of approximately 0.83 acres located at 10408 Carthage Road with zoning designation of RS-1 (Residential Single-Family) - Julie Ramm
- 3. First Reading, Resolution Abandoning Drainage Easements within the West Central Alabama Sports Medicine Complex Subdivision - Tera Tubbs

b. Resolutions of a Temporary Nature

- 1. Resolution Authorizing the City Administrator to Execute Amendment No. 2 with Kimley-Horn and Associated, Inc. for Professional Services for the TwoMile Creek Drainage Study - Tera Tubbs
- 2. Resolution Authorizing the City Administrator to Execute a Maintenance Agreement of Public Right-of-Way with ALDOT for Downtown Sidewalks and Streetscape, Phase III - Tera Tubbs
- 3. Resolution Designating Official Voting Delegates for the 2025 Alabama League of Municipalities Annual Convention - Glenda Webb
- 4. Resolution for Special Appropriation to Tuscaloosa County Parks & Recreation Authority - Darren McGee
- 5. Resolution Amending Resolution 25-34 Authorizing a Special Permit for the 2025 Progressive Dinner - Glenda Webb
- 6. Resolution Authorizing the Mayor to Execute Easements with the US Army Corps of Engineers for the Wastewater Treatment Plant Outfall Improvements Project - Glenda Webb
- 7. Resolution Authorizing the City Administrator to Enter into an Agreement with ALDOT for the Maintenance of Public Right-of-Way - Brooke Starnes
- 8. Resolution Awarding Bid File No. 25-01 for Herbicide Treatment of the Flood Control Levee and Various Drainage Channels - Brooke Starnes
- 9. Resolution to accept Conditional Grant Award, continue participation in the National Fitness Campaign, and fund an Outdoor Fitness Court and Community Wellness Initiative - Tera Tubbs

10. Resolution Authorizing the City Administrator to enter into an agreement with Uniti for Dark Fiber - Scott Murphy
11. Resolution Authorizing The City Administrator to Execute a Contract with Taylor Electrical Contractors, Inc. for the River Run Park at Northport Shore - Package No. 5 Audio/Visual Bid Package - Tera Tubbs
12. Resolution Authorizing City Administrator to Execute a Contract with Misc. Metals & Fabrication, LLC., for New Lime Feeder Installation at the Water Treatment Plant - John Webb
13. Resolution Authorizing City Administrator to Execute an Agreement with The Cassady Company, Inc. for Greater Downtown Area Water & Sewer Infrastructure Inventory and Assessment - John Webb
14. Resolution Authorizing the City Administrator to enter in an agreement with the West Alabama Human Trafficking Task Force - Gerald Burton

c. Consent Agenda

1. Minutes, March 17, 2025 - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, Asphalt Repair at 20th St & 18th Ave, P & M Paving, LLC., \$7,125.00 - John Webb
4. Purchase Requisition, Tyler Technologies Financial Software Annual Billing, \$61,713.56 - Darren McGee
5. Purchase Requisition, Utilities Employee Boots, Ervin's Workwear & Boots, \$6,930.60 - John Webb
6. Purchase Requisition, Public Works Mechanic Shop Diagnostic Software Annual Subscription; Mitchell1, \$5,424.46 - Brooke Starnes
7. Purchase Requisition, City-Wide WiFi renewal, BION Security, \$29,696.50 - Scott Murphy
8. Purchase Requisition, Civitan Park Playground Barrier, Playground Outfitters, \$5,442.97 - Tera Tubbs

10. REPORTS OF SPECIAL COMMITTEES OF COUNCIL

11. PUBLIC HEARINGS

a. Engineering

b. Legal Department

1. Second Reading, Ordinance Authorizing the Mayor to enter a Non-Exclusive Franchise Agreement with Fiber Utility Network Inc. DBA Alabama Fiber Network - Ron Davis
2. Second Reading, Ordinance authorizing the Mayor to enter a Franchise Agreement with Southern Light, LLC - Ron Davis
3. Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 4929 Emerald Bay Drive - Ron Davis
4. Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1005 Princeton Place - Ron Davis

c. Planning Inspections Department

d. Police Department

1. Jakes Juke Joint Inc - ABC License - Gerald Burton
2. Tuscaloosa County Preservation Society Inc. - ABC License, Progressive Dinner - Gerald Burton

12. CITY ADMINISTRATOR'S BUSINESS

13. DEPARTMENTAL BUSINESS

14. MAYOR & COUNCIL MEMBER'S BUSINESS

15. ADJOURNMENT



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

AGENDA ITEM NO. 8.a.1.

MEETING DATE: April 7, 2025

SUBJECT: Second Reading, Ordinance Amending Chapter 22, Buildings and Building Regulations, Article III, Section 22-61 of the Municipal Code pertaining to moving buildings

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

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:

Adopt the Ordinance

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt 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 7th day of April, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 7th day of April, 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: Wiggins
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.1.

MEETING DATE: April 7, 2025

SUBJECT: First Reading, Resolution fixing the cost of demolition and authorizing filing a lien for the parcel located at 1207 15th Court.

Unfinished Business:

Public Hearing:

New Business: X

First Reading: X

Consent Agenda:

Second Reading:

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

Please find attached a proposed resolution fixing the cost of demolition and authorizing the filing of a lien for the property located at 1207 15th Court. The demolition was done at the City's efforts and expense.

Recommendation:

To adopt the attached Resolution.

Funding Source/GL Code:

GL Code No. Amount: \$4,824.60

Motion for Consideration:

None are needed for the first reading.

RESOLUTION NO. 25 -

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

WHEREAS, the person(s) last assessing the real property located at 1207 15th Court also known as 1207 EJ James Jr Parkway for state taxes is Loretta Rich 2/14 INT ETAL, the deed to said real property being recorded in Deed Book 2024, at Page 22223; and,

WHEREAS, the structure as located on said property in the City of Northport have been demolished by the City of Northport pursuant to Article II (Demolition of Unsafe Buildings) of the Northport City Code and Sections 11-53B-1, et seq., Code of Alabama (1975), as amended; and,

WHEREAS, the Building Inspector for the City of Northport has reported to the City Council that the cost of said demolition is \$4,700.00 and the cost of all legal advertising related thereto is \$110.60; and,

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

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

1. That the cost of all legal advertising and for the demolition of the structure(s) located at 1207 15th Court also known as 1207 EJ James Jr Parkway, and the person(s) last assessing said property for state taxes being Loretta Rich 2/14 INT ETAL, as recorded at Deed Book 2024, at Page 22223, be, and it is hereby, fixed at \$4,824.60.

2. That this Resolution shall be published in accordance with the Alabama Code and the City Administrator/Clerk is authorized to file a certified copy of this Resolution in the office of the Probate Judge of Tuscaloosa County and the same shall constitute a lien in the amount of \$4,824.60 against the property at Deed Book 2024, at Page 22223.

RESOLVED AND DONE this _____ of _____, 2025.

CITY COUNCIL OF THE CITY OF
NORTHPORT

By: _____
Christy Bobo
Its President

ATTEST:

Glenda Webb
Its City Administrator-Clerk

1st Reading: April 7, 2025

By: _____

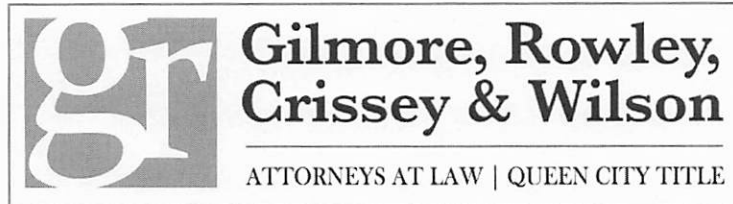
2nd Reading: April 21, 2025

Motion By: _____

Second By: _____

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

Tara R. Carpenter
Queen City Title Manager



April 4, 2024

VIA EMAIL TO tmitchell@cityofnorthport.org

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

**RE: Request for Title Report
1207 15th Ct., Northport, Alabama 35476**

Dear Tyler:

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

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

Tax Id: 63 31 05 15 2 010 015.000

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

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

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

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

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

Mortgages: None.

**Judgments
/ Liens:** None.

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

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

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

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

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

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

Very truly yours,

/s/ Adrian M. Rowley

Adrian M. Rowley

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

Condemnation Order - Break Down Project # 1207 15th Court Ordinance 2225	
Contractor - Harris Lawn and Ground Maint.	\$4,700.00
Legal Advertisement - Northport Gazette	\$110.60
Filing Fee	\$14.00
Total	<u>\$4,824.60</u>



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

AGENDA ITEM NO. 9.a.2.

MEETING DATE: April 7, 2025

SUBJECT: First Reading, Ordinance of annexation of approximately 0.83 acres located at 10408 Carthage Road with zoning designation of RS-1 (Residential Single-Family)

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading: X

Second Reading:

Prepared By: Katelyn Lesley

Approved By: Julie Ramm

Summary:

David Pollard requests annexation of approximately 0.83 acres located 10408 Carthage Road. The parcel will be zoned RS-1 (Residential Single-Family). The property does meet annexation requirements and is eligible for annexation into the city limits.

Recommendation:

The Northport Planning and Zoning Commission met in a regular meeting on March 11, 2025. The Commission made a favorable recommendation that the request for annexation be granted.

Funding Source/GL Code:

GL Code No. NA Amount: \$0

Motion for Consideration:

None needed for first reading.

ORDINANCE NO:

**ORDINANCE ASSENTING TO THE ANNEXATION OF PROPERTY
INTO THE CORPORATE LIMITS OF THE CITY OF NORTHPORT AS A
RESULT OF A PETITION FILED BY ALL THE OWNERS THEREOF WITH AN ORIGINAL
ZONING DESIGNATION OF RS-1**

WHEREAS, all of the owners of the real property hereinafter described did sign and file a written petition with the City Administrator/Clerk, a copy of which is attached hereto, requesting that said property be annexed to the City of Northport; and

WHEREAS, said property is warranted by all of the owners thereof to be contiguous to the corporate limits of the City of Northport, located in Tuscaloosa County, Alabama, and does not lie within the corporate limits of any other municipality as shown by a map attached hereto; and

WHEREAS, said petitioners requested that the City of Northport adopt an ordinance assenting to such annexation and that the corporate limits of the City be extended and rearranged so as to embrace and include such property; and

WHEREAS, the Planning Commission is recommending an original zoning designation of RS-1 (Single – Family Residential)

WHEREAS, said petitioners have complied with all applicable requirements of Article XI, Section 1107.02 of the Northport Zoning Ordinance.

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

1. Pursuant to the provisions of Section 11-42-20 et sec. of the Code of Alabama, 1975, as amended, the following described property, to wit:

That upon the recommendation of the Planning and Zoning Commission of the City of Northport, Alabama, at a public hearing conducted pursuant thereto, the following parcel located at 10408 Carthage Road, being more particularly described as attached in Exhibit “A” and the same is hereby annexed into the corporate limits of the City of Northport with an original zoning designation of RS-1 (Single – Family Residential), and said property shall be and hereby is, made a part of the City of Northport, upon the date of advertising this Ordinance.

2. In the event that the property described in lies wholly or partially within the police jurisdiction of any other municipality, such property shall be and hereby is annexed to the corporate limits of the City of Northport, and is made a part of the City of Northport, pursuant to the provisions of the Act of August 30, 1973, No. 654, Section 3. 1973 Ala. Acts 654 [Codified at Ala. Code Appx., Section 382 (58) (1973)].

3. The City Attorney shall file a certified copy of this Ordinance in the Office of the Judge of Probate of Tuscaloosa County, Alabama.

4. The City Attorney shall forward a copy of the recorded ordinance to the Tax Assessor for Tuscaloosa County, Alabama.

ORDAINED this the ____ day of _____, 2025.

CITY COUNCIL OF THE
CITY OF NORTHPORT

BY: _____
Christy Bobo, Council President

ATTEST:

Glenda D. Webb,
City Administrator/Clerk

APPROVED this the ____ day of _____, 2025.

Dr. John Hinton, Mayor

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

Glenda D. Webb,
City Administrator

1st Reading: April 7, 2025
By:
2nd Reading: April 21, 2025
Motion By:
Second By:
Publication:

Exhibit A

A parcel of land located in the Southeast Quarter of the Southwest Quarter of Section 21, Township 20 South, Range 10 West, Tuscaloosa County, Alabama, being more particularly described as follows:

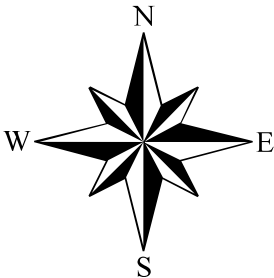
As a Point of Commencement, start at the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 21, thence run in a Southerly direction along the West boundary of said quarter – for a distance of 173.64 feet to the Point of Beginning; thence continue in a Southerly direction along the same bearing for a distance of 173.36 feet to a point; thence with an interior angle 90 degrees 00 minutes, run in an Easterly direction for a distance of 207.23 feet to a point; thence with an interior angle of 89 degrees 58 minutes, run in a Northerly direction for a distance of 171.79 feet to a point; thence with an interior angle of 91 degrees 18 minutes, run in a Westerly direction for a distance of 207.19 feet to the Point of Beginning, forming an interior angle of closure of 88 degrees 44 minutes.

Said parcel contains 0.83 acres, more or less.

Also known as parcel ID: 63 20 05 21 3 001 009.004

City of Northport Planning Commission

Annexation Request



Parcels

□ Parcels

Zoning

■ Agriculture

■ Neighborhood Commercial

■ General Commercial

■ Office and Institutional

■ Special District

■ Residential Single-Family - 1

■ Residential Single-Family - 2

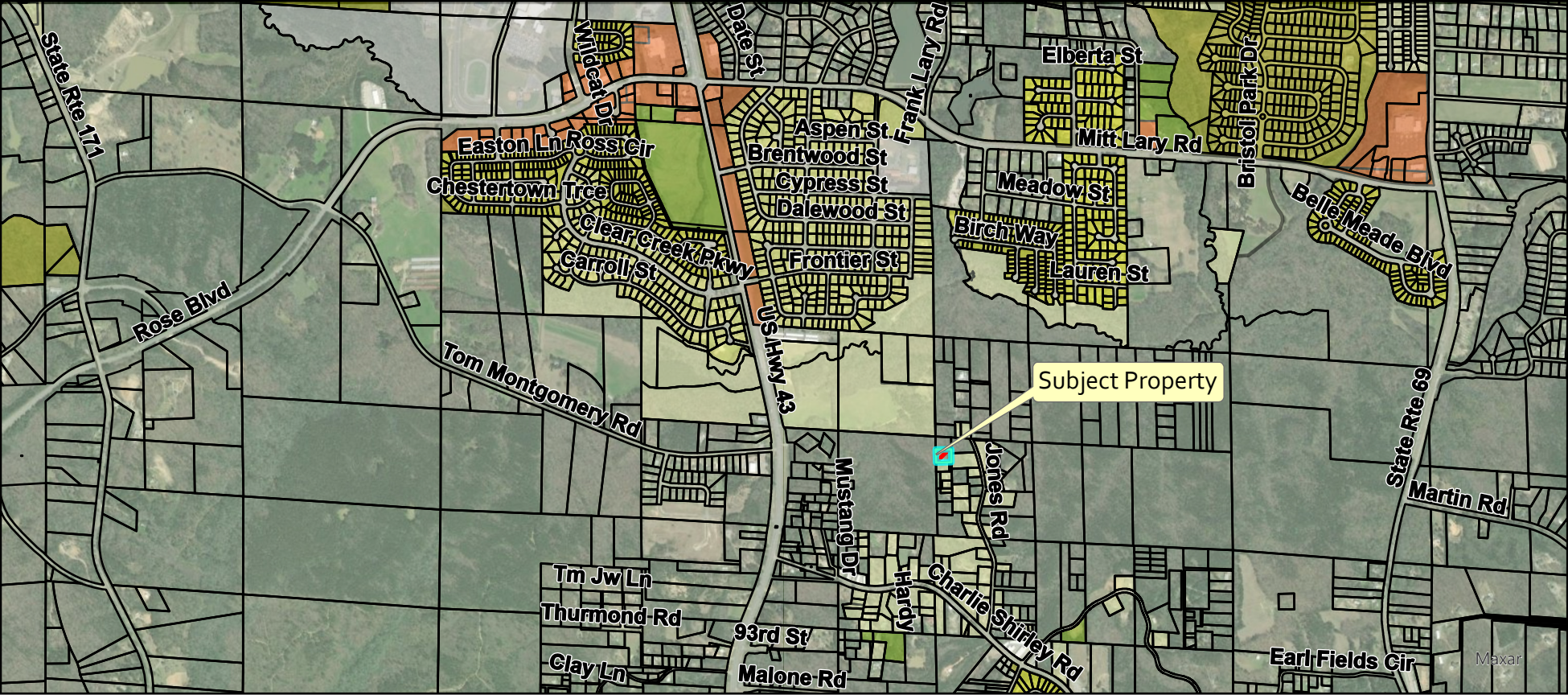
■ Residential Single-Family - 3

■ Residential Single-Family - 4

■ Subject Property

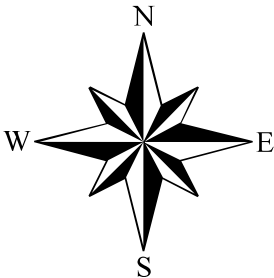
While the City of Northport, Alabama makes every effort to maintain and distribute accurate information, No Warranties and/or Representations of Any Kind are made regarding information, data or services provided. In no event, shall the City of Northport, Alabama be liable in any way to the users of this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

0 1,250 2,500 5,000 Feet



City of Northport Planning Commission

Annexation Request



Parcels

□ Parcels

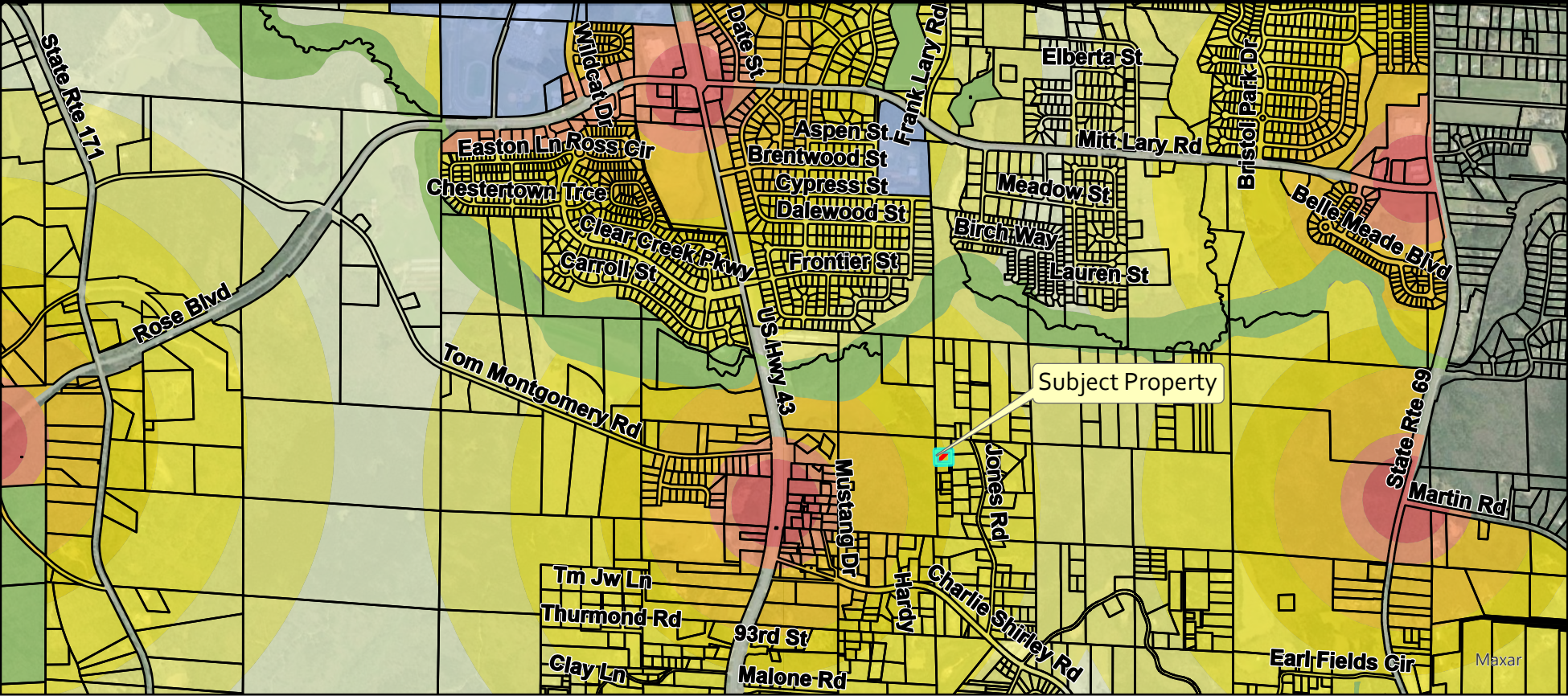
Future Land Use

- Conservation
- Conservation Floodway
- General Mixed-Use
- Limited Mixed-Use

- High Density Residential
- High to Medium Density Transition
- Medium Density Residential
- Medium to Low Density Transition
- Low Density Residential
- Institutional
- Utilities
- Subject Property

0 1,250 2,500 5,000 Feet

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ANK-25-2

PETITION FOR ANNEXATION

Submission Deadline: 12 Noon _____

Hearing Date: 3/11/25

CITY OF NORTHPORT PLANNING DEPARTMENT

3500 McFarland Blvd., Northport, AL 35476

(205) 333-3002/FAX (205) 333-3046

PLEASE READ ALL INFORMATION CAREFULLY AND COMPLETE FULLY

--OFFICIAL USE ONLY--	
APPLICANT'S NAME <u>David Pollard</u>	CITY ADDRESS ASSIGNMENT
	ORDINANCE #
ADDRESS <u>1814 1/2 21st Ave East</u>	CASE # <u>ANK-25-2</u>
<u>Tuscaloosa 35404</u>	XREF. CASES:
DAYTIME TELEPHONE <u>205-503-0671</u>	
EMAIL <u>david.Lpollard@gmail.com</u>	REQUESTED ZONING (if other than RS-1):
County Address (if any) of subject property	

Applicant must attach deed(s) covering the entire subject property. All metes and bounds descriptions must be supplied in a compatible electronic format (Microsoft Word).

OWNERSHIP CONFIGURATION: ☒ single parcel/single ownership ☐ multiple parcels/single ownership
☐ single parcel/multiple ownership ☐ multiple parcels/multiple ownership

THE FOLLOWING INFORMATION IS REQUIRED BY THE U.S. JUSTICE DEPT. AND BUREAU OF THE CENSUS.

Answers to the following questions should reflect the conditions existing on the subject property at the time of annexation.

- Is this property your principal residence? ☐ YES ☒ NO (if "yes," answer part B)
 - Applicant's Marital Status: ☐ Now Married ☐ Separated ☒ Divorced ☐ Widowed ☐ Never Married
- Total number of buildings on subject property: 1
☒ Number of houses ☐ Number of manufactured homes ☐ Other:
 - Number of persons living on subject property: 6
 - Of all persons residing on the property, how many are of voting age (18 years or older)? 2
 - Of all persons residing on the property, how many are:
☒ White ☐ Black ☐ Hispanic ☐ Asian or Pacific Islander ☐ American Indian/Eskimo/Aleut ☐ Other
 - Number of children in household: 4 Ages: 17, 14, 12, 2
 - Proposed Use of Property (if any): Residential

GENERAL DESCRIPTION OF PROPERTY (Include Acreage, Subdivision Name, Lot Number, etc.):

.83 Acres, 10408 Carthage Rd. Northport

I, the applicant, certify that all of the above facts are true and correct to the best of my knowledge.

APPLICANT'S SIGNATURE: <u>David Pollard</u>	DATE: <u>2/11/2025</u>
PRINT NAME: <u>David Pollard</u>	

Note: If Applicant is not the current owner of record a "Designation of Agent" form must be completed and submitted with this petition

RECEIVED
 FEB 11 2025
 BY: [Signature]

Received by: [Signature]

Date: 2/11/25

(Received Date is considered official date of submission)

Updated 1/10



PETITION FOR ANNEXATION

To The City of Northport, Alabama:

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the City of Northport this written petition requesting that our property as described be annexed to the City of Northport, Alabama, under the authority of §11-42-20 through §11-42-24, Code of Ala. 1975.

We further certify that said property is contiguous to the city limits of City of Northport, Alabama, and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the preceding description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by §11-42-21, Code of Ala. 1975. A map and written legal description of said property is hereto attached.

Initials:

We, the undersigned, fully understand that the City will provide police and fire protection and, if available, the City **may** provide water and sewer service under our current adopted procedures. ***The City makes no commitment to extend water and sewer lines to property that is annexed into the City, or to upgrade drainage or roads by virtue of an annexation. Further, the city is prohibited from improving private property.***

Initials:

We understand that if the subject property lies within the territory of a fire district, it is our responsibility to remove the subject property from the fire district and provide written proof from said fire district that they have released the subject property from the fire district before this petition will be processed by the City. ***We understand and hereby agree to pay to the City of Northport all costs and attorney's fees which the City may pay in the future to remove this property from any fire district if it is not removed by us prior to this annexation.***

Initials:

Furthermore, we certify that we understand fully that, following annexation, ***the subject property shall be subject to all laws and codes administered by the City of Northport***, including, but not limited to, the zoning code, the subdivision regulations and the municipal code of the City of Northport.

Initials:

We do hereby request that the City give such notice, hold such hearing and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Northport, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the _____ day of _____, 200_____.

Names and Signatures of
ALL property owners:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Map or Survey Attached? _____

Legal Description Attached? _____

Recorded Subdivision Plat Attached? _____ or Metes and Bounds descriptions in electronic format? _____

Any Property which is found to have been divided in violation of the City of Northport subdivision regulations in effect at the time of said division, will be required to be legally subdivided in accordance with the current regulations prior to, or concurrent with, this petition.

Updated 1/10



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

CITY OF NORTHPORT

CERTIFICATION OF RECORD

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

Ordinance ---- Entitled: Ordinance for annexation of approximately 0.83 acres located at 10408 Carthage Road with zoning designation of RS-1 (Residential Single-Family).

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

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

Certified this _____ day of _____ 2025.

S E A L

Glenda D. Webb
City Administrator/Clerk



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

AGENDA ITEM NO. 9.a.3.

MEETING DATE: April 7, 2025

SUBJECT: First Reading, Resolution Abandoning Drainage Easements within the West Central Alabama Sports Medicine Complex Subdivision

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading: X

Prepared By: Morgan Williams

Approved By: Tera Tubbs

Summary:

The Engineering department has reviewed the request from DCH to abandon drainage easements and has determined that the easements no longer serve a public purpose. DCH - Health Care Authority, as the property owner, wishes to construct improvements over said easements.

Tract 1 being 20' wide drainage easement, containing 0.16 acres and Tract 2 is a 15' wide drainage easement, containing 0.06 acres in its entirety, as platted within the West Central Alabama Sports Medicine Complex Subdivision and as recorded in Plat book 18, Page 234 in the Probate Office of Tuscaloosa County, Alabama. The Engineering Department is requesting that the City abandon the two portions of the drainage easement and for future maintenance to be handled by the property owner. See Exhibit "A" attached.

Recommendation:

Offer the resolution for a First Reading

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:

I move to offer a first reading for the Resolution Abandoning Drainage Easements within the West Central Alabama Sports Medicine Complex Subdivision.

RESOLUTION NO. 25-

**RESOLUTION ABANDONING DRAINAGE EASEMENTS WITHIN THE WEST
CENTRAL ALABAMA SPORTS MEDICINE COMPLEX SUBDIVISION**

WHEREAS, Tract 1 being a 20' wide drainage easement is depicted on the plat of West Central Alabama Sports Medicine Complex Subdivision as recorded in Plat book 18 at Page 234 in the Probate Office of Tuscaloosa County, Alabama; and,

WHEREAS, Tract 2 being 15' wide drainage easement is depicted on the plat of West Central Alabama Sports Medicine Complex Subdivision as recorded in Plat book 18 at Page 234 in the Probate Office of Tuscaloosa County, Alabama; and,

WHEREAS, the property owner wishes to construct improvements over said easement; and,

WHEREAS, the Engineering Department has reviewed the request and has determined that the easements more particularly described hereinafter no longer serve a public purpose.

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

1. That the 20' wide drainage easement in its entirety, as platted within the West Central Alabama Sports Medicine Complex Subdivision, Northport, Alabama, lying in the Southeast Quarter of Section 10, Township 21 South, Range 10 West and as recorded in Plat book 18 at Page 234 in the Probate Office of Tuscaloosa County, Alabama **is hereby abandoned by the City of Northport, as depicted in Exhibit "A" attached hereto.** Said easement vacation containing 0.16 acres.
2. That the 15' wide drainage easement in its entirety, as platted within the West Central Alabama Sports Medicine Complex Subdivision, Northport, Alabama, lying in the Southeast Quarter of Section 10, Township 21 South, Range 10 West and as recorded in Plat book 18 at Page 234 in the Probate Office of Tuscaloosa County, Alabama **is hereby abandoned by the City of Northport, as depicted in Exhibit "A" attached to hereto.** Said easement vacation containing 0.06 acres.

RESOLVED AND DONE THIS 7th DAY OF APRIL 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the _____ day of _____ 2025

John Hinton, Mayor

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

Glenda D. Webb, City Administrator

1st Reading: April 7, 2025

Motion:

Second:

2nd Reading:

Motion

Second:

Publication:

EXHIBIT " A "

Property Descriptions

DRAINAGE EASEMENT VACATION (TRACT 1)

A vacation of the 20' wide drainage easement in its entirety, as platted within the West Central Alabama Sports Medicine Complex Subdivision, Northport, Alabama, lying in the Southeast Quarter of Section 10, Township 21 South, Range 10 West and as recorded in Plat book 18 at Page 234 in the Probate Office of Tuscaloosa County, Alabama; said easement centerline being more particularly described as follows:

As a STARTING POINT, begin at the Northwest corner of Lot 1 of the West Central Alabama Sports Medicine Complex Subdivision; thence run in a Southerly direction along the West property margin of said subdivision for a distance of 81.70 feet to the POINT OF BEGINNING of the centerline of the easement vacation herein described; thence with a deflection angle of 90 degrees 00 minutes to the left, run in an Easterly direction for a distance of 101.70 feet to a point; thence with a deflection angle of 11 degrees 14 minutes to the right, run in a Southeasterly direction for a distance of 36.40 feet to a point; thence with a deflection angle of 17 degrees 34 minutes to the right, continue in a Southeasterly direction for a distance of 71.50 feet to a point; thence with a deflection angle of 08 degrees 06 minutes to the left, continue in a Southeasterly direction for a distance of 11.20 feet to a point; thence with a deflection angle of 17 degrees 56 minutes to the left, run in an Easterly direction for a distance of 83.30 feet to a point; thence with a deflection angle of 39 degrees 18 minutes to the left, run in a Northeasterly direction for a distance of 52.10 feet to the end of the easement centerline herein described. Said easement vacation containing 0.16 acres more or less.

DRAINAGE EASEMENT VACATION (TRACT 2)

A vacation of the 15' wide drainage easement in its entirety, as platted within the West Central Alabama Sports Medicine Complex Subdivision, Northport, Alabama, lying in the Southeast Quarter of Section 10, Township 21 South, Range 10 West and as recorded in Plat book 18 at Page 234 in the Probate Office of Tuscaloosa County, Alabama; said easement centerline being more particularly described as follows:

As a STARTING POINT, begin at the Northwest corner of Lot 1 of the West Central Alabama Sports Medicine Complex Subdivision; thence run in a Southerly direction along the West property margin of said subdivision for a distance of 176.90 feet to the POINT OF BEGINNING of the centerline of the easement vacation herein described; thence with a deflection angle of 90 degrees 00 minutes to the left, run in an Easterly direction for a distance of 34.00 feet to a point; thence with a deflection angle of 01 degrees 12 minutes to the right, run in an Easterly direction for a distance of 47.80 feet to a point; thence with a deflection angle of 33 degrees 24 minutes to the left, run in a Northeasterly direction for a distance of 18.40 feet to a point; thence with a deflection angle of 17 degrees 38 minutes to the left, continue in a Northeasterly direction for a distance of 15.00 feet to a point; thence with a deflection angle of 06 degrees 31 minutes to the left, continue in a Northeasterly direction for a distance of 16.70 feet to a point; thence with a deflection angle of 11 degrees 56 minutes to the right, continue in a Northeasterly direction for a distance of 19.70 feet to a point; thence with a deflection angle of 13 degrees 44 minutes to the right, continue in a Northeasterly direction for a distance of 32.90 feet to the end of the easement centerline herein described. Said easement vacation containing 0.06 acres more or less.

TO WHOM IT MAY CONCERN:

I, James L. Duncan, Jr., a Licensed Professional Land Surveyor in the State of Alabama of the firm of Duncan Coker Associates, P.C., Tuscaloosa, Alabama, hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Witness my hand this the 28th day of March, 2025.



James L. Duncan, Jr., PE/PLS
Licensed Professional Land Surveyor
Alabama License No. 23657

This survey has been prepared without the benefit of a title report and does not therefore necessarily indicate all encumbrances on the property.





DUNCAN ▣ COKER
ASSOCIATES

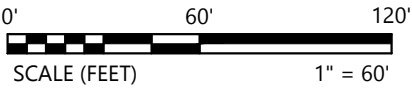
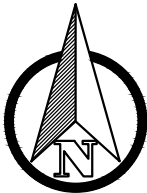
CIVIL ENGINEERING ▣ SURVEYING ▣ PLANNING

201 TOWNCENTER BOULEVARD
TUSCALOOSA, AL 35406
205-561-0808

WWW.DUNCANCOKER.COM

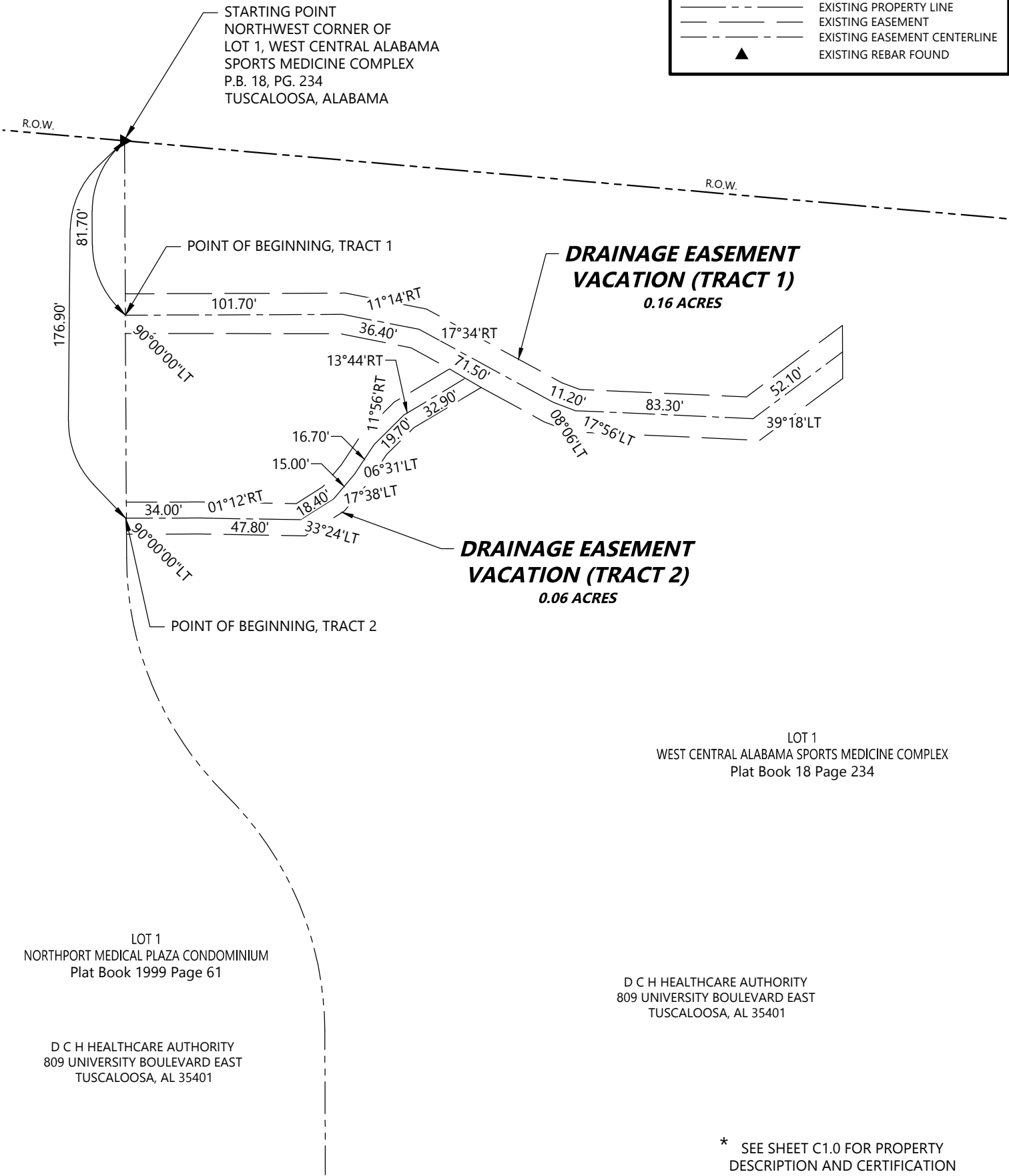
SHEET TITLE			
DRAINAGE EASEMENT VACATION			
NO.	DATE	DESCRIPTION	
DATE: 03/28/2025		CHECKED BY: J L C	DRAWN BY: W T B
FILENAME: DCH-FittnesOne-Ease Vacay		PROJECT NUMBER: 22-205	Sh. No. C1.0

U.S. HWY No. 82(McFARLAND BLVD.)
(250' R.O.W.)



SYMBOLS LEGEND

	R.O.W.	RIGHT-OF-WAY LINE
		EXISTING PROPERTY LINE
		EXISTING EASEMENT
		EXISTING EASEMENT CENTERLINE
		EXISTING REBAR FOUND



03/28/25

DC
DUNCAN COKER
ASSOCIATES

CIVIL ENGINEERING ■ SURVEYING ■ PLANNING

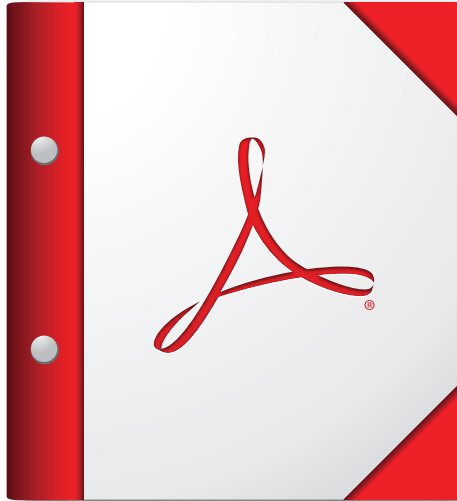
201 TOWNCENTER BOULEVARD
TUSCALOOSA, AL 35406

WWW.DUNCANCOKER.COM

205-561-0808

SHEET TITLE
**DRAINAGE
EASEMENT VACATION**

NO.	DATE	DESCRIPTION
DATE: 03/28/2025	CHECKED BY: J L C	DRAWN BY: W T B
FILENAME: DCH-FittnesOne-Ease Vacay	PROJECT NUMBER: 22-205	Sh. No. C1.1



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Acrobat X or Adobe Reader X, or later.**

Get Adobe Reader Now!



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

AGENDA ITEM NO. 9.b.1.

MEETING DATE: April 7, 2025

SUBJECT: Resolution Authorizing the City Administrator to Execute Amendment No. 2 with Kimley-Horn and Associated, Inc. for Professional Services for the TwoMile Creek Drainage Study

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Williams

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting that the City Council authorize the City Administrator to execute Amendment No. 2 with Kimley-Horn and Associates, Inc. for professional services for the preparation and submission of a FEMA Letter of Map Revision for the TwoMile Creek Drainage study. The fiscal impact to the City is \$44,000.00. Documentation is attached.

Recommendation:

I recommend that this request be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54300 Amount: \$44,000.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to execute Amendment No. 2 with Kimley-Horn and Associates, Inc. for professional services for the TwoMile Creek drainage study.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE
AMENDMENT NO. 2 WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR
PROFESSIONAL SERVICES FOR THE TWOMILE CREEK DRAINAGE STUDY**

WHEREAS, the Engineering department is requesting that the City Council authorize the City Administrator to execute Amendment No. 2 with Kimley-Horn and Associates, Inc. for professional services for the TwoMile Creek drainage study; and,

WHEREAS, the total cost of Amendment No. 2 for professional services is \$44,000.00.

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 Amendment No. 2 with Kimley-Horn and Associates, Inc. for professional services for the TwoMile Creek drainage study, and the total amount of these services will be \$44,000.00.

RESOLVED AND DONE THIS 7th DAY OF APRIL 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: April 7, 2025

Motion: _____

Second: _____



2/28/2025

Tera Tubbs, P.E.
City Engineer/ Floodplain Administrator
City of Northport
3500 McFarland Blvd.
Northport, AL 35476

Re: Letter Agreement for Professional Services for
Two-Mile Creek FEMA LOMR

Dear Tera:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to the City of Northport ("Client") for professional services for the preparation and submission of a FEMA Letter of Map Revision application for Two-Mile Creek ("Project").

Project Understanding

The Client wishes to submit a FEMA Letter of Map Revision (LOMR) application for Two-Mile Creek. In 2023 Kimley-Horn completed a hydraulic analysis for Two-Mile Creek (Zone AE) using HEC-HMS and HEC-RAS 2D. The client now desires for a LOMR to be submitted using the model results to amend the FEMA effective mapping for Two Mile Creek near Brookside Drive.

Assumptions

Kimley-Horn assumes the following:

- Mapping revisions will be completed for up to 100 feet upstream of Kirkwood Drive to up to 100 feet downstream of Brookside Drive. If further mapping extents are desired or required, additional scope will be provided.
- Previously completed model for Two Mile Creek per November 2023 report will be used as basis for LOMR submission.
- Additional Survey beyond that collected during 2022 study is not required.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1: FEMA Letter of Map Revision Model

Kimley-Horn will revise the previously completed HEC-HMS hydrology model and HEC-RAS 2D analysis model to meet FEMA's standards for floodplain mapping and Letter of Map Revision (LOMR) submissions, and as outlined in the *Guidance for Flood Risk Analysis and Mapping, Hydraulics: Two-Dimensional Analysis* dated November 2023. The model revisions will include the following:

- Model calibrations to get the preliminary model in compliance with FEMA's standards for floodplain mapping.

- Refining the upstream and downstream limits of the model to tie into the effective elevations within 0.5 foot.
- Profile runs for the 10-, 2-, 1- and 0.2-percent chance events.
- Establishing floodway encroachment stations within the defined project area.

Task 2: Survey Deliverable Formatting

Engineering Design Technologies, LLC (EDT), a sub-consultant to Kimley-Horn, will develop certified survey documents from the data collected in 2022. Should it be found that the previously collected 2022 data is unsuitable for EDT's development of certified documents, additional scope may be required.

Task 3: LOMR Application and FEMA Coordination

Kimley-Horn will prepare a Letter of Map Revision (LOMR) application for submission to FEMA that will include the results from LOMR Model completed in Task 1. The Consultant assumes no modifications to these hydraulic models are required beyond what is described in Task 1.

A flood study report will be prepared and will include:

- Flood Impact Analysis Narrative which will include project background, model development, and summary
- Digital copy hydraulics and hydrology models
- Summary of model results
- Certified Survey
- FEMA MT-2 forms.
- Topographic Work Map(s)
- Annotated FIRM(s)
- Draft Newspaper Notification
- Updated flood profiles.
- Updated Floodway Data Table

The Consultant will submit the completed LOMR application to the City for review and concurrence. The city floodplain administrator will need to sign FEMA MT-2 Form 3 (Community Acknowledgement and Concurrence). The Consultant will address one (1) round of comments from the City. The application will then be submitted to FEMA by the Consultant. The Consultant will address up to two (2) requests for additional data from FEMA. The LOMR review fee required by FEMA is \$8,000. All application fees shall be the responsibility of the Client.

Assumptions:

- This task includes up to one (1) round of comments from the City
- This task includes up to two (2) iterations of revisions to the hydraulic analysis and/or submittal package

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Survey services
- Extension of LOMR boundaries

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Responses to additional rounds of comments not included in this scope
- Collection of additional survey data

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall:

- Provide review and concurrence of the LOMR application by the Floodplain Administrator
- Pay FEMA application review fee of \$8,000

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-3 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client. The FEMA LOMR application review fee of \$8,000 will be paid directly by the Client.

Task Number & Name		Fee	Type
1	FEMA Letter of Map Revision Model	\$16,000	Lump Sum
2	Survey Deliverable Formatting	\$3,000	Lump Sum
3	LOMR Application and FEMA Coordination	\$25,000	Lump Sum
Total		\$44,000	

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number

and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Northport, Alabama.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,



Kandace Kea, P.E.
Associate
Project Manager



Jason Manners, P.E., S.E., LEED AP
Vice President

Tera Tubbs, P.E., City Engineer

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims,

losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



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

AGENDA ITEM NO. 9.b.2.

MEETING DATE: April 7, 2025

SUBJECT: Resolution Authorizing the City Administrator to Execute a Maintenance Agreement of Public Right-of-Way with ALDOT for Downtown Sidewalks and Streetscape, Phase III

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Tera Tubbs

Summary:

The Engineering department is requesting the City Council authorize the City Administrator to execute a maintenance agreement of public right-of-way with Alabama Department of Transportations (ALDOT) for the Downtown Sidewalks and Streetscape, Phase III project. The scope of the maintenance agreement will be to maintain all associated structures and appurtenances related to all work completed under ALDOT permit numbers to improve 1st Street and the area under AL-13. There will be no fiscal impact to the City.

Recommendation:

That this request be approved

Funding Source/GL Code:

GL Code No. N/A Amount: \$

Motion for Consideration:

I move that the City Council approve the City Administrator to execute a Maintenance Agreement of Public Right-of-Way with ALDOT for the Downtown Sidewalks and Streetscape, Phase III project.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
MAINTENANCE AGREEMENT OF PUBLIC RIGHT-OF-WAY WITH ALABAMA
DEPARTMENT OF TRANSPORTATION FOR THE DOWNTOWN SIDEWALKS &
STREETSCAPE, PHASE III PROJECT**

WHEREAS, the City is requesting authorization of a required maintenance agreement for public right-of-way use with the Alabama Department of Transportation (ALDOT) for the Downtown Sidewalks and Streetscape, Phase III project; and,

WHEREAS, there will be no fiscal impact on the City; and,

WHEREAS, the scope of the maintenance agreement for public right-of-way will be to maintain all associated structures and appurtenances related to all work completed under Alabama Department of Transportation (ALDOT) permit numbers to improve 1st Street and the area under AL-13 for the Downtown Sidewalks and Streetscape, Phase III project.

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

1. To allow the City Administrator to execute a maintenance agreement for public right-of-way with Alabama Department of Transportation (ALDOT) for the Downtown Sidewalks and Streetscape, Phase III project.

RESOLVED AND DONE THIS 7th DAY OF APRIL 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: April 7, 2025

Motion: _____

Second: _____

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE
OF PUBLIC RIGHT OF WAY

County Tuscaloosa

Route Number Lurleen Wallace Blvd (AL-13)

Milepost 195.52

FOR OFFICIAL USE ONLY

DATE RECEIVED FROM APPLICANT: / /

PERMIT NUMBER:

Resolution Number

Associated Permits and/or Documents CON Downtown Sidewalk and Streetscape Improvements

Phase III ALDOT Permits MB-01 and MB-05 and sheets

THIS AGREEMENT, entered into this the day of , 20 , by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and City of Northport, in an effort to provide maintenance within the city limits of Northport along Route AL-13, the City of Northport agrees to maintain all associated structures and appurtenances related to all work completed under ALDOT permit numbers to improve 1st Street and the area under AL-13.

 in the ALDOT right-of-way from milepost 195.50 to 195.52.

All maintenance shall conform to standards and specifications of ALDOT and the ALDOT approved version of the national Manual on Uniform Traffic Control Devices. Any future proposed work not described in this agreement or any associated agreements shall be requested by permit and is subject to approval by ALDOT. It is furthermore understood by the parties that the map attached hereto describes the current situation. The parties understand that this agreement and the plans attached hereto may be amended by the mutual agreement of the parties.

In accepting the above, ALDOT and APPLICANT agree to do the following:

1. Adequate sight distances must be maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.
2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations.
3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT'S responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, materials, or debris of any kind on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city, or municipality.

8. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

9. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.



If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

☐ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

☐ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

10. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

11. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

12. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT in performance of these maintenance activities.

13. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the ____ day of _____, 20____.

City of Northport

Legal Name of Applicant

WITNESS:

By:

Authorized Signature and Title for Applicant

Typed or Printed Name of Signee

Telephone Number

Address Line 1

Contact Email Address

Address Line 2

FOR OFFICIAL USE ONLY

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM:

BY:

Legal Counsel for
Alabama Department of Transportation

Signature

Date

RECOMMENDED FOR APPROVAL:

DISTRICT:

Printed Name

Signature

Date

AREA:

Printed Name

Signature

Date

REGION:

Printed Name

Signature

Date

APPROVED:

**ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR**

(PLEASE CHECK APPROPRIATE BOX)

- ☐ CENTRAL OFFICE
- ☐ REGION
- ☐ AREA
- ☐ DISTRICT

By:

Printed Name

Signature

Date



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

AGENDA ITEM NO. 9.b.3.

MEETING DATE: April 7, 2025

SUBJECT: Resolution Designating Official Voting Delegates for the 2025 Alabama League of Municipalities Annual Convention

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Malorie Mixon

Approved By: Glenda Webb

Summary:

Resolution Designating Councilman Aiken as the official voting delegate and Councilman Wiggins as the 1st alternate for the 2025 Alabama League of Municipalities Annual Convention.

Recommendation:

Approve Resolution

Funding Source/GL Code:

Motion for Consideration:

I move to adopt the resolution designating Councilman Aiken as the official voting delegate and Councilman Wiggins as the 1st alternate for the 2025 Alabama League of Municipalities Annual Convention.

RESOLUTION NO. 25-

**RESOLUTION DESIGNATING OFFICIAL VOTING DELEGATES FOR THE 2025
ALABAMA LEAGUE OF MUNICIPALITIES ANNUAL CONVENTION**

WHEREAS, the 2025 Alabama League of Municipalities Annual Convention will be held in Huntsville, Alabama, May 13-16, 2025; and

WHEREAS, the League has charged the City of Northport with designating an official voting delegate and an alternate voting delegate who will be eligible to cast the municipality's vote during the business meeting portion of the convention.

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

1. That Councilman Anwar Aiken be designated as the City of Northport's official voting delegate at the 2025 Alabama League of Municipalities Annual Convention.
2. That Councilman Karl Wiggins be designated as the 1st alternate voting delegate at the 2025 Alabama League of Municipalities Annual Convention.

RESOLVED AND DONE THIS 7TH DAY OF APRIL 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: April 7, 2025

Motion: _____

Second: _____

VOTING DELEGATE AUTHORIZATION FORM

The City or Town Council must select the voting delegates, and this form must be completed and returned to the **Alabama League of Municipalities on or before April 30, 2025**, in order for the municipality named below to be eligible to have its designee cast a vote at the **Annual Business Meeting of the League on Friday, May 15, 2025, at 4:00 p.m.**

The League Constitution REQUIRES that Voting Delegates and Alternates be Elected Municipal Officials and they must be selected by a vote of the City or Town Council.

Deadline to submit completed form is April 30, 2025!

The Following person(s) is authorized to cast the municipality's vote at the business session of the Annual Convention of the Alabama League of Municipalities on May 15, 2025.

Please print the requested information

1. **Voting Delegate:** Councilman Anwar Aiken
Name
District 5 Councilor
Title

2. **1st Alternate Voting Delegate:** Votes only in absence of Voting Delegate

Councilman Karl Wiggins
Name
District 3 Councilor
Title

3. **2nd Alternate Voting Delegate:** Votes only in absence of Voting Delegate & 1st Alternate

Name

Title

Voted on by the City or Town Council on this the 7th day of April, 2025

Form Completed by: Malorie Mixon Assistant City Clerk
(Please Print) Name Title
Northport Alabama
City/Town Date

Return form to: Alabama League of Municipalities
P.O. Box 1270, Montgomery, Alabama 36102 or by Fax to (334) 263-0200 or Email to
DPascal@almonline.org



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

AGENDA ITEM NO. 9.b.4.

MEETING DATE: April 7, 2025

SUBJECT: Resolution for Special Appropriation to Tuscaloosa County Parks & Recreation Authority

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kelly Homan

Approved By: Darren McGee

Summary:

This resolution is for a one time special allocation of \$20,000 to Tuscaloosa County Parks & Recreation Authority. Of this allocation, \$10,000 is for green repair/replacement at The Old Colony Golf Course and \$10,000 is for equipment replacement at the Faucett Brothers Center. This was approved by the Finance Committee on March 17, 2025.

Recommendation:

Approve the request.

Funding Source/GL Code:

GL Code No. 01-41-000-50810 Amount: \$20,000

Motion for Consideration:

Move to adopt the resolution authorizing a one-time special appropriation of \$20,000 to Tuscaloosa County Parks & Recreation Authority.

RESOLUTION NO. 25 -

**RESOLUTION FOR SPECIAL APPROPRIATION TO TUSCALOOSA COUNTY
PARKS & RECREATION AUTHORITY**

WHEREAS, the City of Northport has allocated funds in the annual budget for local entities in the past; and

WHEREAS, as recommended by the Finance Committee, the City wishes to allocate a special one time appropriation from FY2025 funds to the Tuscaloosa County Parks & Recreation Authority; and

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

1. That the City provide \$20,000 in additional funding to the Tuscaloosa County Parks & Recreation Authority by special appropriation. Of this \$20,000 special appropriation, \$10,000 is for green repair/replacement at The Old Colony Golf Course and \$10,000 is for equipment replacement at the Faucett Brothers Center.
2. This resolution shall become effective immediately.

RESOLVED AND DONE THIS 7th DAY OF APRIL, 2025

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTESTED:

Glenda D. Webb, City Administrator

Reading: April 7, 2025
Motion By:
Second By:



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

AGENDA ITEM NO. 9.b.5.

MEETING DATE: April 7, 2025

SUBJECT: Resolution Amending Resolution 25-34 Authorizing a Special Permit for the 2025 Progressive Dinner

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Whitney Bostick

Approved By: Glenda Webb

Summary:

This resolution is amending a resolution approved by council on February 17th, 2025 (Resolution 25-34). The amendment is to change the name of the host of the Progressive Dinner. The original resolution approved Historic Tuscaloosa as the host of the event, and the applicant will actually be the Tuscaloosa County Preservation Society Inc. This resolution will grant a special permit to Tuscaloosa County Preservation Society Inc. for the 2025 Progressive Dinner, and will allow for the possession, sale, and consumption of alcohol at Shirley Place on May 8, 2025. Tuscaloosa County Preservation Society Inc. will contract with a properly licensed alcohol vendor. This vendor will be required to follow all state and local laws regarding the sale, distribution, and consumption of alcohol, including the proper licenses from the State ABC Board.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

Motion for Consideration:

I move to adopt the resolution granting a Special Permit to Tuscaloosa County Preservation Society Inc. for the 2025 Progressive Dinner, which is an amendment to Resolution 25-34.

RESOLUTION NO.

**RESOLUTION AMENDING RESOLUTION NO. 25-34 AUTHORIZING A SPECIAL PERMIT
FOR THE 2025 PROGRESSIVE DINNER**

WHEREAS, a Progressive Dinner hosted by ~~Historic Tuscaloosa~~ Tuscaloosa County Preservation Society Inc. is scheduled for May 8, 2025, at Shirley Place; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama, hereby grants a Special Permit that will allow for the possession, sale, and consumption of alcoholic beverages at Shirley Place for May 8, 2025, providing the following:

1. That the sale of alcohol will be provided by a properly licensed vendor.
2. That the properly licensed vendor will comply with all state and local laws regarding the sale, distribution, and consumption of alcohol, including the proper licenses from the State ABC Board.
3. That under no circumstances will patrons be allowed to leave the fenced vendor area of Shirley Place with alcoholic beverages.
4. That the established hours of alcohol sales are from 5:00 until 9:00p.m. on Thursday, May 8, 2025.

RESOLVED AND DONE THIS 7TH DAY OF APRIL, 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo
Council President

ATTESTED:

Glenda D. Webb
City Administrator/Clerk

Reading: April 7, 2025
Motion:
Second:



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

AGENDA ITEM NO. 9.b.6.

MEETING DATE: April 7, 2025

SUBJECT: Resolution Authorizing the Mayor to Execute Easements with the US Army Corps of Engineers for the Wastewater Treatment Plant Outfall Improvements Project

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Glenda Webb

Summary:

In order to move forward with the Wastewater Treatment Plant Outfall Improvements Project, easements are needed from the US Army Corps of Engineers. The easements are necessary for the installation, operation and maintenance of a sewage effluent pipeline, and a temporary work area.

Recommendation:

Adopt the resolution

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt the resolution authorizing the Mayor to execute easements with the US Army Corps of Engineers for the Wastewater Treatment Plant Outfall Improvement Project.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE EASEMENTS WITH
THE US ARMY CORPS OF ENGINEERS FOR THE WASTEWATER TREATMENT
PLANT OUTFALL IMPROVEMENT PROJECT**

WHEREAS, In order to move forward with the Wastewater Treatment Plant Outfall Improvements Project easements are needed from the US Army Corps of Engineers; and

WHEREAS, the easements are necessary for the installation, operation and maintenance of a sewage effluent pipeline, and a temporary work area.

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

1. The Mayor is hereby authorized to execute Easement No. DACW01-2-25-0008 attached hereto as Exhibit “A” & Easement No. DACW01-3-25-0012 attached hereto as Exhibit “B” for the US Army Corps of Engineers.

RESOLVED AND DONE THIS 7th DAY OF APRIL 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: April 7, 2025

Motion By: _____

Second By: _____

EXHIBIT “A”

DEPARTMENT OF THE ARMY
EASEMENT FOR PIPELINE RIGHT-OF-WAY
William Bacon Oliver Lock & Dam Project
Tuscaloosa County, Alabama
Parcel 2

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement is not incompatible with the public interest, hereby grants to the **CITY OF NORTHPORT**, a political subdivision of the State of Alabama, hereinafter referred to as the grantee, an easement for the installation, operation and maintenance of a sewage effluent pipeline, hereinafter referred to as the facilities, over, across, in and upon lands of the United States, as identified in Exhibits "A" and "B", attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is granted for a term of FIFTY (50) years, beginning March 10, 2025, and ending March 9, 2075.

2. CONSIDERATION

The consideration for this easement is the operation and maintenance of the premises by the grantee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. ADMINISTRATIVE FEE

The grantee shall pay an administrative fee to the United States in the amount of **SIXTEEN THOUSAND DOLLARS (\$16,000.00)**, in full for the term hereof, as reimbursement for the cost of administering the easement and management and compliance activities. Said payment shall be made payable to the order of "F.A.O., USAED, Mobile" and delivered to the Real Estate Contracting Officer, Mobile District, 100 Canal Street, Mobile, Alabama 36602.

4. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to the City Administrator, City of Northport, PO Box 569, Northport, Alabama 35476; and if to the United States, to the Real Estate Contracting Officer, Mobile District, 100 Canal Street, Mobile, Alabama 36602, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as

aforsaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

5. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

6. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Real Estate Contracting Officer, Mobile District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

7. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

9. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

10. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

12. TRANSFERS AND ASSIGNMENTS

Without prior written approval by said Real Estate Contracting Officer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

13. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

14. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

15. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

16. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

17. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

18. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

19. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

20. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

21. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

22. RESTORATION

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

23. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with the use of the premises.

24. EXECUTIVE ORDER 13658

Any reference in this section to “prime contractor” or “contractor” shall mean the grantee and any reference to “contract” shall refer to the easement.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

a. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the

commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

b. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

c. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

d. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

e. Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

f. Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (f)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s).

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

g. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

h. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive

sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

j. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

k. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

l. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

25. APPLICABILITY OF EXECUTIVE ORDER 13658

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

26. EXECUTIVE ORDER 13706

Any reference in this section to "prime contractor" or "contractor" shall mean the grantee and any reference to "contract" shall refer to the easement.

- (a) Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.
- (b) Paid Sick Leave.
 - (1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.
 - (2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.
 - (3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.
- (c) Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered

necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

(g) Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (v) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and Social Security number of each employee;

(ii) The employee's occupation(s) or classification(s);

(iii) The rate or rates of wages paid (including all pay and benefits provided);

(iv) The number of daily and weekly hours worked;

(v) Any deductions made;

- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)

- (i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.
- (ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or

(iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)

(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract

Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

(k) Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

(l) Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(m) Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand, by authority of the Secretary of the Army, this _____ day of _____, 2025.

ZACHARY T. LAMBERT

Real Estate Contracting Officer

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Zachary T. Lambert, Real Estate Contracting Officer, US Army Engineer District, Mobile, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he, in his official capacity, executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____

THIS EASEMENT is also executed by the grantee this _____ day of _____, 2025.

CITY OF NORTHPORT, ALABAMA

By:

JOHN HINTON
Mayor

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that John Hinton, whose name as Mayor, City of Northport, Alabama is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, he, in his official capacity, executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary Public

SEAL

My Commission Expires: _____

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____
(Name) (Secretary or Attesting Officer)

of the _____, named as grantee/lessee/licensee herein;
(Agency Name)

that _____, who signed this Agreement on behalf
(Officer Name)

of said _____, was then _____
(Agency Name) (Officer Title)

of the Agency; and that said Agreement was duly signed for and on behalf of

the _____ by authority of its governing body and is
(Agency Name)

within the scope of its statutory powers.

Signed _____
Secretary or Attesting Officer

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the secretary/attesting officer and the individual signing the attached instrument cannot be the same.

LEGAL DESCRIPTION

A right-of-way 30 feet wide lying and being in the Northwest quarter of the Northeast quarter of Section 21, Township 21 South, Range 10 West, Huntsville Meridian, Tuscaloosa County, Alabama, being 7.5 feet on the west side and 22.5 feet on the east side of the centerline of the proposed right-of-way described as follows:

Beginning at a point which is 700 feet more or less South of the North line and 2,300 feet more or less West of the East line of said Section 21, on the boundary of the Reservation of Tuscaloosa Lock and Dam (aka Oliver Lock and Dam) and being more particularly described as follows:

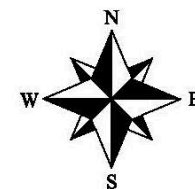
Beginning at a point which is 417 feet S86° 40' E from the northernmost corner of property of United States of America as recorded in Deed Book 187, Page 313, Parcel 2;
Thence S 12° 18' W a distance of 296 feet more or less to the North bank of the Black Warrior River containing 0.2047 acres, more or less, and being a portion of Parcel 2, W. B. Oliver Lock & Dam Project.



**US Army Corps
of Engineers**

CITY OF NORTHPORT
EASEMENT FOR RIGHT OF WAY
TUSCALOOSA COUNTY, AL
EXHIBIT DRAWING

EASEMENT



SCALE 1"=200'

EXHIBIT B

EXHIBIT “B”

DEPARTMENT OF THE ARMY
LICENSE FOR TEMPORARY WORK AREA
William Bacon Oliver Lock & Dam Project
Tuscaloosa County, Alabama
Parcel 2

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, acting under the authority of general administrative powers, hereby grants to the **CITY OF NORTHPORT**, a political subdivision of the State of Alabama, hereinafter referred to as the grantee, a license for a temporary work area containing 0.0689 acres, more or less, and lying 10 feet along the east side of Department of the Army Easement No. DACW01-2-25-0008, as identified in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions:

1. TERM

This license is granted for a term of two hundred seventy (270) days, beginning March 10, 2025, and ending December 5, 2025, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this license is the operation and maintenance of the premises by the grantee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to the City Administrator, City of Northport, PO Box 569, Northport, Alabama 35476; and if to the United States, to the Real Estate Contracting Officer, Mobile District, 100 Canal Street, Mobile, Alabama 36602, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER

The use and occupation of the premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer, Mobile District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises;
- c. subject to other outgrants of the United States on the premises;
- d. personal to the grantee, and this license, or any interest herein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payments shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or

destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore the property to a condition satisfactory to said officer.

11. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

12. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such reasonable time as the Real Estate Contracting Officer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises. The grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The grantee, by acceptance of this license, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

14. TERMINATION

This license may be terminated by the grantee at any time by giving the Real Estate Contracting Officer at least ten (10) days advance notice in writing, provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event said notice is not given at least ten (10) days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

16. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

17. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10

of the Rivers and Harbors Act of 3 March 1899 (33 U.S.C. § 403), and Section 404 of the Clean Waters Act (33 U.S.C. § 1344).

18. EXECUTIVE ORDER 13658

Any reference in this section to “prime contractor” or “contractor” shall mean the grantee and any reference to “contract” shall refer to the license.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

a. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or

piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

b. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

c. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

d. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

e. Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

f. Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (f)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s).

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

g. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

h. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the

employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

- (1) The employer must inform the tipped employee in advance of the use of the tip credit;
- (2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;
- (3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and
- (4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

j. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

k. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

l. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

19. APPLICABILITY OF EXECUTIVE ORDER 13658

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law,

agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

20. EXECUTIVE ORDER 13706

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the license.

- (a) Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.
- (b) Paid Sick Leave.
 - (1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.
 - (2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.
 - (3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.
- (c) Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

(g) Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and Social Security number of each employee;

(ii) The employee's occupation(s) or classification(s);

(iii) The rate or rates of wages paid (including all pay and benefits provided);

(iv) The number of daily and weekly hours worked;

(v) Any deductions made;

(vi) The total wages paid (including all pay and benefits provided) each pay period;

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);

- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)

- (i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.
- (ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or
- (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from

hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)

(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

(k) Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

(l) Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(m) Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, I have hereunto set my hand, by authority of the Secretary of the Army, this _____ day of _____, 2025.

ZACHARY T. LAMBERT
Real Estate Contracting Officer

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Christopher C. May, Real Estate Contracting Officer, US Army Engineer District, Mobile, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he, in his official capacity, executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary Public

SEAL

My Commission Expires: _____

THIS LICENSE is also executed by the grantee this _____ day
of _____, 2025.

CITY OF NORTHPORT, ALABAMA

By:

JOHN HINTON

Mayor

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that John Hinton, whose name as Mayor, City of Northport, Alabama is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of this instrument, he, in his official capacity, executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and seal of office this _____ day of _____, 2025.

Notary Public

SEAL

My Commission Expires: _____

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____
 (Name) (Secretary or Attesting Officer)

of the _____, named as grantee/lessee/licensee herein;
(Agency Name)

that _____, who signed this Agreement on behalf
(Officer Name)

of said _____, was then _____
(Agency Name) (Officer Title)

of the Agency; and that said Agreement was duly signed for and on behalf of

the _____ by authority of its governing body and is
(Agency Name)

within the scope of its statutory powers.

Signed, _____
Secretary or Attesting Officer

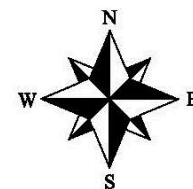
This form certifies that the person signing the attached instrument has the authority to do so. The signature of the secretary/attesting officer and the individual signing the attached instrument cannot be the same.



**US Army Corps
of Engineers**

CITY OF NORTHPORT
EASEMENT FOR RIGHT OF WAY
TUSCALOOSA COUNTY, AL
EXHIBIT DRAWING

EASEMENT



SCALE 1"=200'

EXHIBIT A



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

AGENDA ITEM NO. 9.b.7.

MEETING DATE: April 7, 2025

SUBJECT: Resolution Authorizing the City Administrator to Enter into an Agreement with ALDOT for the Maintenance of Public Right-of-Way

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

Attached is a Resolution authorizing the City Administrator to execute the Alabama Department of Transportation Agreement for the Cooperative Maintenance of Public Right Of Way With Reimbursement. The agreement, prepared by the Alabama Department of Transportation (ALDOT), requires the City of Northport to maintain the right-of-way along AL-6 and AL-13 that run through the City Limits, including mowing and picking up litter, four times a year for which ALDOT will provide a payment of \$13,480.73 per service for a total of \$53,922.96.

Historically, the Public Works Department mows the right-of-way much more frequently than the four times required by and reimbursed for through this agreement in an effort to keep these areas maintained at a level that is equal to the maintenance the Department provides to other City-owned property to ensure Northport's appearance is kept attractive for its citizens and visitors.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-40212 Amount: \$53,922.96

Motion for Consideration:

Motion to adopt Resolution Authorizing the City Administrator to Enter into an Agreement with ALDOT for the Maintenance of Public Right-of-Way.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
CONTRACT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION
FOR THE MAINTENANCE OF THE PUBLIC RIGHT-OF-WAY ALONG PORTIONS
OF AL-13 AND AL-6**

WHEREAS, the City Council is of the opinion that it is in the best interest of the citizens of the City of Northport that the right-of-way along AL-6 from mileposts 42.600 to 47.850 and AL-13 from mileposts 195.561 to 203.046 be maintained in such a manner as to present a positive image of the City to its visitors and citizens alike, and;

WHEREAS, the maintenance of this right-of-way will require the City to pick up the litter along the right-of-way and mow the grass at least four times a year, and;

WHEREAS, the Alabama Department of Transportation will pay the City of Northport \$13,480.73 per cycle for providing right-of-way mowing and litter collection along AL-6 and AL-13 within the above-referenced mileposts;

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

- 1) That the City Administrator is hereby authorized to execute this maintenance agreement with the Alabama Department of Transportation for the maintenance of the right-of-way along portions of AL-6 and AL-13 within the City of Northport limits for 2024.

RESOLVED AND DONE THIS _____ DAY OF APRIL 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading:

Motion: _____

Second: _____

**ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE
OF PUBLIC RIGHT OF WAY WITH REIMBURSEMENT**

County Tuscaloosa

Route Number AL-6, & AL-13

Milepost 42.600-47.850, & 195.561-203.046

Resolution Number _____

Associated Permits and/or Documents _____

FOR OFFICIAL USE ONLY

DATE RECEIVED FROM APPLICANT: ____/____/____

PERMIT NUMBER: _____

THIS AGREEMENT, entered into this the ____ day of _____, 20____, between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and City of Northport herein referred to as the APPLICANT in an effort to secure a more pleasing appearance on the roadside between AL-6, & AL-13 between the mileposts listed above, including ramps, intersections, medians, and areas behind curbs to the right-of-way limits.

_____ on Route 6 & 13, the APPLICANT agrees to maintain the vegetative cover on the right-of-way by means of mowing with a flail or rotary mower and hand trimming such that a clean and attractive appearance is obtained. Mowing operations shall be conducted when the height of the vegetative cover reaches 6 inches and rescheduled in accordance with the planned frequency. In the event that shrubs and/or minor trees are planted within the area, trimming around the plant materials shall be done in conjunction with mowing to obtain a clean and attractive appearance. Clippings or other incidental debris (such as branches, trash, etc.) shall be removed if mounding of the clippings or other incidental debris occurs.

In accepting the above, ALDOT and the APPLICANT agree to do the following:

1. The APPLICANT will see that adequate sight distances are maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.
2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations. All traffic control shall be the responsibility of the applicant and be in accordance with the latest version of the MUTCD currently in use by ALDOT.
3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT's responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

April 2024

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, branches, mounds of clippings or plant debris of any kind or any other material on the shoulders of pavement and in the case of multi-lane highways, in the median. The pavement will be kept free from waste (clippings, mud and other debris) and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city or municipality.

8. The APPLICANT will provide litter pick up as needed to insure a pleasing appearance along the roadside.

9. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

10. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.



If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

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If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

☐

If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

11. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

12. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

13. The APPLICANT may perform adequate dressing and street sweeping on the routes included in this agreement which have curbs and gutters, maintaining a clean and attractive appearance of the roadway. If street sweeping is conducted, gutters shall be kept free of debris.

April 2024

14. The APPLICANT shall provide a minimum of 4 mowing cycle(s) per year. Additional cycles will be at the discretion and expense of the APPLICANT. ALDOT will provide payment of \$ 13,480.73 per cycle which includes all work covered by this agreement. The total payment shall not exceed the total of \$ 53,922.96 for services provided. The APPLICANT shall supply ALDOT a schedule of cycle dates for the proposed routes listed in item 15. In addition, the APPLICANT shall notify ALDOT in writing 2 days prior to commencement of cycle and within one day of the completion of a cycle. ALDOT shall accept/decline the mowing cycle on each route in writing within 3 days of the APPLICANT completing that route. The first payment may be requested by the APPLICANT on or after May 1, 2025, after completion of the first mowing cycle. The final payment may be requested by the APPLICANT on or after September 1, 2025, at the completion of the final mowing cycle.

15. The routes and work limits included in this agreement are listed as follows:

<u>ROUTE</u>	<u>DESCRIPTION</u>	<u>MP BEGIN</u>	<u>MP END</u>
AL-6	right-of-way between referenced mileposts	42.600	47.850
AL-13	right-of-way between referenced mileposts	195.561	203.046

16. By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties. The APPLICANT, in accordance with the status of APPLICANT as an independent contractor, covenants and agrees that the conduct of APPLICANT will be consistent with such status, that APPLICANT will neither hold APPLICANT out as, or claim to be, an officer or employee of the STATE by reason hereof, and that APPLICANT will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of APPLICANT.

17. The APPLICANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

18. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

April 2024

19. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

20. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT in performance of these maintenance activities.

22. For any and all other disputes arising under the terms of this contract regarding payment, APPLICANT's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

21. The term of this Agreement shall be for a period of one year, commencing on the 1st day of May, 2025, and ending on the 30th day of April, 2026.

April 2024

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the ____ day of _____, 20____.

SEAL

ATTEST:

Legal Name of Applicant_____
Signature

By: _____

Authorized Signature for Applicant

Typed or Printed Name_____
Typed or Printed Name of Signee_____
Title_____
Title of Signee**FOR OFFICIAL USE ONLY****THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM:**

BY:

Legal Counsel for
Alabama Department of Transportation_____
Signature_____
Date**RECOMMENDED FOR APPROVAL:**

DISTRICT:

Printed Name_____
Signature_____
Date

AREA:

Printed Name_____
Signature_____
Date

REGION:

Printed Name_____
Signature_____
Date

DEPUTY

DIRECTOR, :

OPERATIONS

Printed Name_____
Signature_____
Date

**STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION**

Transportation Director_____
Date

The forgoing agreement is hereby approved by the Governor of the State of Alabama this ____ Day of _____, 20____.

GOVERNOR OF ALABAMA



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

AGENDA ITEM NO. 9.b.8.

MEETING DATE: April 7, 2025

SUBJECT: Resolution Awarding Bid File No. 25-01 for Herbicide Treatment of the Flood Control Levee and Various Drainage Channels

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Department received bids for a 3-year herbicide treatment program with biannual applications for the City's Flood Control Levee, herbicide treatment along drainage ways, channels, and ditches in various locations throughout the City using products and application methods that comply with the Alabama Department of Agriculture and Industries and the Federal Environmental Protection Agency. We are respectfully requesting that the sole bidder meeting the specifications for Bid File No. 25-01, Edko, LLC, be awarded the work per their submittal for \$24,500.00 per year, totaling \$73,500.00.

Recommendation:

Adopt resolution

Funding Source/GL Code:

GL Code No. 01-37-310-50423 Amount: \$73,500.00

Motion for Consideration:

Passing of this Resolution will approve this expense in the amount of \$73,500.00 to Edko, LLC.

RESOLUTION NO. 25-

RESOLUTION AWARDING BID FILE NO. 25-01 FOR HERBICIDE TREATMENT OF FLOOD CONTROL LEVEE & VARIOUS DRAINAGE CHANNELS (2025-2027)

WHEREAS, on Wednesday, March 26, 2025, the Department of Public Works received proposals for Bid File No. 25-01 for Herbicide Treatment of the Flood Control Levee and Various Drainage Channels (2025-2027); and,

WHEREAS, said bid was to provide a biannual, 3-year herbicide treatment program of the City's Flood Control Levee, herbicide treatment along drainage ways, channels, and ditches in various locations throughout the City and other incidental locations; and all other labor, material, equipment, and work required or implied by the Contract Documents; and

WHEREAS, the only responding bidder was Edko, LLC with the amount of \$24,500.00;

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

- 1) That Bid File No. 25-01 is hereby awarded to Edko, LLC, the bidder meeting specifications and having the lowest total price in the bid tabulation attached as Exhibit "A".
- 2) That the City Administrator is hereby authorized to approve, as needed, the purchase requisitions for Herbicide Treatment of the Flood Control Levee and Various Drainage Channels from said bid file.

RESOLVED AND DONE THIS 4th DAY OF APRIL 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading:

Motion: _____

Second: _____

BID OPENING: Wednesday, March 26, 2025 @ 9:00 a.m.

[illegible]

Witnessed By: C.C. Thompson

SECTION F – BIDDERS RESPONSE FORM

Page 1 of 2

Name of Company: Edko, LLC

Point of Contact: Nathan Acosta Title: Supervisor

Address: 4615 Marlana Street Bossier City, LA 71111

Phone: 386.965.6870 Email: nathan.acosta@edkollc.com

Years company has done herbicide treatment: 69 Current number of employees: 274

List the names of the Company's Officers/Owners *(attach additional sheets if necessary)*

Alex Smalling CEO, Jason Sellers COO, Corey Gilliam CFO, Jeremy Gilbert VP

Give a brief description of the company *(attach additional sheets if necessary)*

See Attachment

Provide any history of defaults, contract terminations, or bankruptcies *(attach additional sheets if necessary)*

None

List 3 current/former clients comparable to the City of Northport *(include name, address, phone, years of service)*

See Attachment

List similar projects completed for the U.S. Corps of Engineers *(attach additional sheets if necessary)*

See Attachment

Attach the following:

1. Organization Chart specific to this project
2. Resume of project manager
3. List of required licenses and permits as specified in Section A, Paragraph 6, Items j-q

SECTION F – BIDDERS RESPONSE FORM

Page 2 of 2

BASE BID

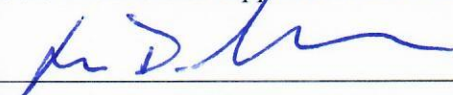
Item #	Qty	Unit	Description	Unit Price	Total Amount
1.	3	year	Herbicide Treatment Drainage Channels	\$ 3,750.00 / XX \$ 7,500.00 /yr Per Application	
2.	3	year	Herbicide Treatment Flood Control Levee	\$ 8,500.00 / XX \$ 17,000.00 /yr Per Application	
Total Amount					\$ 24,500.00 /yr

CONTRACT ADJUSTMENTS

Item #	Qty	Unit	Description	Unit Price	Total Amount
1A.	n/a	acre	Add/Delete Herbicide Treatment Drainage Channels	\$ 375.00 / XX \$ 750.00 /yr Per Acre Per Application	
2A.	n/a	acre	Add/Delete Herbicide Treatment Flood Control Levee	\$ 250.00 / XX \$ 500.00 /yr Per Acre Per Application	
Total Amount					\$ 1,250.00 /yr

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

Signature


Jason D. Sellers, COO

Date: March 20, 2025

◆ FAILURE TO FULLY COMPLETE THE ABOVE SECTION MAY SUBJECT BID TO REJECTION ◆

If a tabulation of bids is desired, please enclose a self-addressed stamped envelope when submitting a bid proposal.
Tabulations will also be available for pick-up after the final award.



DEPARTMENTAL SUMMARY OF REQUESTED ACTION THE NORTHPORT CITY COUNCIL AGENDA

AGENDA ITEM NO. 9.b.9.

MEETING DATE: April 7, 2025

SUBJECT: Resolution to accept Conditional Grant Award, continue participation in the National Fitness Campaign, and fund an Outdoor Fitness Court and Community Wellness Initiative

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Morgan Williams

Approved By: Tera Tubbs

Summary:

The City of Northport has submitted a grant application to the National Fitness Campaign (NFC) to seek approval to participate in their nationwide initiative to install and activate a Fitness Court at Tiger Park and a local healthy living campaign, joining over 500 municipalities and schools across the county. The City of Northport has been selected by the NFC National Grant Committee for grant eligibility and will conditionally accept a \$50,000 grant from the NFC Grant Committee and Statewide Partners, and endeavor to provide a local match for the Fitness Court in an estimated amount of \$120,000 plus any associated expenses to promote and implement a free-to-the-public outdoor Fitness Court in 2025 subject to local approvals and funding commitment, and recognizes grant eligibility requires meeting grant program requirement timeline milestone dates in order to confirm grant availability within the awarded campaign year, and after the development and approval of funding, the City of Northport will commit to construction and launch of the outdoor Fitness Court to support well-being across the community. The matching funding source has been secured.

The Engineering Department is requesting that the City Council authorize the City Administrator to execute any associated contracts and expenses to ensure the completion of the Fitness Court and to accept the National Fitness Campaign grant in the amount of \$50,000 for a Fitness Court at Tiger Park with matching funds from the FY25 Northport First Grant Match.

Recommendation:

That this resolution be approved.

Funding Source/GL Code:

GL Code No. 01-45-000-54400

Motion for Consideration:

I move to adopt the resolution accepting the National Fitness Campaign in the amount of \$50,000 and the matching funds will come from FY25 Northport First Grant Match, the City of Northport will commit to encouraging healthy lifestyles in the community through the implementation and use of the

affordable outdoor fitness court and the authorized grant representatives can submit and execute and all documentation related to the grant.

RESOLUTION NO. 25-

RESOLUTION TO ACCEPT CONDITIONAL GRANT AWARD, CONTINUE PARTICIPATION IN THE NATIONAL FITNESS CAMPAIGN, AND FUND AN OUTDOOR FITNESS COURT AND COMMUNITY WELLNESS INITIATIVE

WHEREAS, the City of Northport has submitted a grant application to the National Fitness Campaign (NFC) to seek approval to participate in their nationwide initiative to install and activate a Fitness Court located at Tiger Park and a local healthy living campaign, joining over 500 municipalities and schools across the country; and,

WHEREAS, the City of Northport has been selected by the NFC National Grant Committee for grant eligibility and will conditionally accept a \$50,000 grant from the NFC Grant Committee and Statewide Partners, and endeavor to provide a local match for the Fitness Court in an estimated amount of \$120,000 plus any associated expenses to promote and implement a free-to-the-public outdoor Fitness Court in 2025 subject to local approvals and funding commitment; and,

WHEREAS, the City of Northport recognizes grant eligibility requires meeting grant program requirement timeline milestone dates in order to confirm grant availability within the awarded campaign year; and,

WHEREAS, after the development and approval of funding, the City of Northport will commit to construction and launch of the outdoor Fitness Court to support wellbeing across the community.

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

1. That the City of Northport is authorized to accept the National Fitness Campaign grant in the amount of \$50,000 for a Fitness Court at Tiger Park,
2. That the City Administrator is authorized to execute any associated contracts and expenses to ensure the completion of the Fitness Court,
3. That matching funds have been secured,
4. That the City of Northport will commit to encouraging healthy lifestyles in the community through the implementation and use of the affordable outdoor fitness court; and,
5. That authorized grant representatives can submit and execute any and all documentation related to the grant.

RESOLVED AND DONE THIS 7th DAY OF APRIL 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: April 7, 2025

Motion: _____

Second: _____



Congratulations!

Northport, AL has been selected as a 2025 BCBSAL Grant Recipient!

Dear Glenda,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that Northport, AL has been selected as a grant eligible partner in the 2025 BCBSAL Campaign! This notification letter confirms eligibility for one (1) 2025 NFC/BCBSAL Grant of \$50,000. The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The \$50,000 Grant Award will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council within 30 days of the Award Call, 2) authorization to proceed, documented by formal funding confirmation (commonly a purchase order) and 3) confirmation of a scheduled shipping date for the Fitness Court and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – Aubrey Glendinning – as your dedicated partner and champion in support of this partnership. Over the coming months, Aubrey will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2025 BCBSAL Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Fitness Court® Launch – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2025 BCBSAL Campaign, and we look forward to making world-class fitness free in Northport, AL!

Best in Fitness,

Mitch Menaged, Founder



Northport, AL - National Fitness Campaign

2025 Funding Cycle Grant Program Requirements (GPR)

Important: Grant Program Requirement (GPR) Dates must be adhered to in order to confirm grant availability within the awarded campaign year. While NFC strives to accommodate all approved applicants for participation, National Fitness Campaign cannot guarantee grant availability within each calendar year should approved milestone dates not be met, due to the volume of applicants joining the campaign and limited nature of Grant Funding in each state. Please contact your Partnership Development manager for more information.

PHASE 1

MILESTONE 1: ADOPTION

Summary: Commit to project adoption and confirm intent to provide remaining matching funding

- Requirement: Complete Resolution of Adoption
- **On or Before: 4/8/2025**

MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

Summary: Approve and secure funding (as needed) and confirm total required remaining funding listed below.

- Requirement: Funding confirmation document submitted to NFC for remaining program funding (typically a Purchase Order (P.O). Refer to Official Quote and Funding Requirements Summary for details.
 - **Remaining Funding Requirement: \$120,000**
- **On or Before: 4/15/2025**

MILESTONE 3: SHIPMENT FOR STORAGE

Summary: Identify Fitness Court® storage location and schedule Fitness Court® delivery

- Requirement: Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for remaining program funds due per Milestone 2.
 - **Deadline: Within 2-4 weeks from completion of Milestone 2**
-

PHASE 2

MILESTONE 4: PLANNING, DESIGN & ART

Summary: Confirm Fitness Court Orientation and Site Layout, Approve Fitness Court® Art Designs

- Requirement: Approve Site Orientation, Site Plan and Approve artwork.
- **Deadline: May 2025**

(Continued on Next Page)



MILESTONE 5: CONCRETE SLAB INSTALLATION

Summary: Review concrete slab drawings & schedule concrete installer, Confirm Art is produced and shipped.

- Requirement: Install concrete slab (cure time of 14 days before Fitness Court® installation, Spraylock additive required). Fill out the concrete slab inspection form upon completion.
 - **Estimated Funding Requirement: \$0-\$25,000 (Handled Locally)**
- **Deadline: June 2025 - pending weather**

MILESTONE 6: FITNESS COURT® ASSEMBLY

Summary: Select Fitness Court® Assembly Team - NFC'S Approved Installation Network (AIN) is recommended pending local procurement requirements and policies.

- Requirement: Confirm installation timeline with NFC, provide completed installation photos for NFC inspection
 - **Estimated Funding Requirement: \$28,500-\$30,500 (NFC Approved Installation)**
- **Deadline: July 2025 - pending weather**

MILESTONE 7: PRESS LAUNCH RIBBON CUTTING CEREMONY

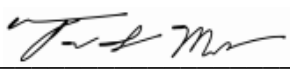
Summary: Hold Fitness Court® press launch & ribbon cutting event (in coordination with State Sponsor if applicable)

- Requirement: Promote press release, train ambassadors, hold launch within campaign year (weather permitting)
- **Deadline: August 2025 - pending weather**

MILESTONE 8: ATTEND OFFICIAL WELCOME TO CAMPAIGN VIRTUAL CALL

Summary: Attend NFC's official Welcome to Campaign call to share success of launch, initiate Fitness Court warranty, receive tools & services for Fitness Court activation, establish connection to long-term NFC Relationship Management Team

- Requirement: Schedule call with NFC & Local Leadership to attend Welcome to Campaign call. **Call completes formal grant obligations.*
- **Deadline: Scheduled within 2 weeks post Launch Event (Milestone 7)**

G.P.R. Authorized by:  Trent Matthias - Campaign Director



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

AGENDA ITEM NO. 9.b.10.

MEETING DATE: April 7, 2025

**SUBJECT: Resolution Authorizing the City Administrator to enter into an agreement with
Uniti for Dark Fiber**

Unfinished Business:

Public Hearing:

New Business: X

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Brandi Hambright

Approved By: Scott Murphy

Summary:

The IT Department requests approval of a resolution authorizing the City Administrator to enter into an agreement with Uniti for Dark Fiber between City Hall and the Public Safety building.

Recommendation:

Approve the attached resolution.

Funding Source/GL Code:

GL Code No. 01-22-000-50348 Amount: \$585.00 per month.

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to enter into an agreement with Uniti for Dark Fiber between Northport City Hall and the Public Safety Building and to approve any requisitions pertaining to said agreement.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN
AGREEMENT WITH UNITI FOR DARK FIBER**

WHEREAS, the City Council is aware of the need for secure, reliable connectivity between City Hall and the Public Safety Building, and

WHEREAS, the City has found such connectivity available at a reasonable cost;

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 an agreement with Uniti for Dark Fiber between Northport City Hall and the Northport Public Safety building.
2. The City Administrator is authorized to approve any requisitions related to this agreement.

RESOLVED AND DONE this 7th day of April 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda Webb
City Administrator

Reading: April 7, 2025
Motion:
Second:



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

AGENDA ITEM NO. 9.b.11.

MEETING DATE: April 7, 2025

SUBJECT: Resolution Authorizing The City Administrator to Execute a Contract with Taylor Electrical Contractors, Inc. for the River Run Park at Northport Shore - Package No. 5 Audio/Visual Bid Package

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Morgan Williams

Approved By: Tera Tubbs

Summary:

On March 20, 2025, the City of Northport opened bids for the River Run Park at Northport Shore - Package No. 5 Audio/Visual Package. The lowest bidder for the base bid was Taylor Electrical Contractors, Inc. in the amount of \$1,195,000.00. The scope of the package will cover Audio/Visual equipment, wiring, and installation, digital scoreboard/screen and sound system for both championship fields, simple LED scoreboard for all other fields and an outdoor A/V rack provided for each field kept separate from all other fields. The Engineering department is requesting the City Council to authorize the City Administrator to execute a contract.

Recommendation:

I recommend that the request be approved

Funding Source/GL Code:

GL Code No. 01-32-600-82002 Amount: \$1,195,000.00

Motion for Consideration:

I move that the City Council authorize the City Administrator to Execute a Contract with Taylor Electrical Contractors, Inc. in the amount of \$1,195,000.00 for River Run Park at Northport Shore - Package No. 5 Audio/Visual.

RESOLUTION NO. 25-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH TAYLOR ELECTRICAL CONTRACTORS, INC FOR THE RIVER RUN PARK AT NORTHPORT SHORE – AUDIO/VISUAL PACKAGE

WHEREAS, On March 20, 2025, the City of Northport opened bids for the River Run Park at Northport Shore – Package No. 5 Audio/Visual Package; and,

WHEREAS, Taylor Electrical Contractors, Inc., was the lowest responsible bidder; and

WHEREAS, the scope of the work for Audio/Visual equipment, wiring and installing. Digital scoreboard/screen and sound system for both championship fields, simple LED scoreboard for all other fields and an outdoor A/V rack provided for each field kept separate from all other fields; and,

WHEREAS, the Engineering department is requesting the City Council to accept the basebid and authorize the City Administrator to execute a contract with Taylor Electrical Contractors, Inc., for the River Run Park at Northport Shore – Package No. 5 Audio/Visual Package in the amount of \$1,195,000.00.

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 Taylor Electrical Contractors, Inc., in the amount of \$1,195,000.00 for River Run Park at Northport Shore – Package No. 5 Audio/Visual Package.

RESOLVED AND DONE THIS 7th DAY OF APRIL 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: April 7, 2025

Motion: _____

Second: _____

Chambless King Architects

April 01, 2025

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

Re:
City of Northport – River Run Park at Northport Shore
Package No.5 Audio Visual
Letter of Recommendation and Certified Bid Tabulation
Chambless King Architects Project No.23021

Bids were publicly opened for this project at 10:00am on Thursday, March 20th, 2025. Please see the attached certified bid tabulation.

The responsive, low, and only, bidder is Taylor Electrical Contractors, Inc. for the base bid amount of \$1,336,140.00. The available funds for this project were advertised to the contractor as \$1,200,000.00. The electrical engineer on the project entered into value engineering discussions with Taylor Electrical Contractors, Inc. to modify equipment manufacturers and controls on select fields to bring the project in budget.

We recommend the acceptance of the base bid amount of \$1,336,140.00 and a deductive alternate for the amount of \$141,140.00 for a final construction contract amount of **\$1,195,000.00**.

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

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

Sincerely,



Michael C Shows, Project Architect
Chambless King Architects, LLC
334.590.0635

Chambless King Architects

mshows@chamblessking.com

Attachment:

1. 250320_ RRP - Package No.5 Audio Visual - Bid Tab - Taylor Electrical Contractors, Inc.
2. 250320_ RRP - Package No.5 Audio Visual - Bid Proposal - Taylor Electrical Contractors, Inc.

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

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

To: The City of Northport
Address: P.O. Box 569
Northport, AL 35467
Project Title: River Run Park at Northport Shore – Package No.5 Audio/ Visual
Project No.: CK#: 23021

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

BIDDER: The name of the Bidder submitting this Proposal is Taylor Electrical Contractors doing business at 5479 Skyland Blv East, Cottontdale, AL 35453
Street City State Zip

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

Licensed, Class E, Alabama General Contractor No.: 15656 (Attach Copy)

Alabama General Contractor Specialty Electrical

Alabama General Contractor License Major Categories:

(1) Electrical (2) N/A

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

Name: Brad Taylor **Telephone:** 205-523-2931

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

LUMP SUM: The Bidder agrees to accept as full payment of the work proposed under this Project, as services
are rendered, as herein specified and as shown on the Contract Documents, upon the undersigned's own estimate of
quantities and costs, the following lump sum of: One million Three Hundred Thirty Six Thousand one Dollars
and 00 cents (\$ 1,336,140.00). (Amount written in words has precedence) Hundred
Forty
Dollars

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

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

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

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

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

Material	Quantity	Unit Price	TOTAL
1.			
2.			
3.			
		TOTAL BASE BID	\$

SALES AND USE TAX SAVINGS ACCOUNTING:

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

	<u>ESTIMATED SALES AND USE TAX</u>
BASE BID:	\$ <u>60,000.00</u>
Additive Alternate (if applicable):	\$ <u>N/A</u>

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

AS BUILT DRAWINGS: The Bidder's Proposal contains \$ 2,000.00 for "as built drawings."

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

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

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

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

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

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

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

1. University of Alabama 205-348-6101
 Name of Client Telephone Number
745 Colonial Dr. Tuscaloosa
 Street City
Drummond Lyon Hall 2 mil. 2022
 Facility Size Date

 Name of Engineer/Architect /Engineering Firm Telephone Number
2. COT 205-248-5311
 Name of Client Telephone Number
2201 University Blvd Tuscaloosa
 Street City
River District Park 2 mil. 2022
 Facility Size Date
Morgan Garner
 Name of Engineer/Architect /Engineering Firm Telephone Number
3. University of Alabama 205-348-6010
 Name of Client Telephone Number
361 Stadium Dr Tuscaloosa

Street

City

Facility

2.2 M
Size

2019
Date

Williams Blackstep Architects
Name of Engineer/Architect/Engineering Firm

Telephone Number

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

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

Description of Work Apex Communications, Inc. (Voice, Data, Video, Sound)

Apex
Name

PO Box 2422 Tuscaloosa AL 35403
Street City State Zip

Description of Work Digital Displays

Boostr Digital Displays
Name

12604 Oak Ridge Rd Northport AL 35475
Street City State Zip

Description of Work _____

Name _____

Street _____ City _____ State _____ Zip _____

Description of Work _____

Name _____

Street _____ City _____ State _____ Zip _____

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

Travelers Casualty & Surety Company of America whose address is
One Tower Square, Hartford CT, 06183
Street City State Zip

Single Job Bond Limit _____ Aggregate Job Bond Limit _____

If Sole Proprietor or Partnership:

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

Signature of Bidder

Title

If Corporation:

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers, this 20th day of March, 2025.

Taylor Electrical Contractors, Inc.
Name of Corporation

By Brian Joyce V.P.
Vice President
Title

Attest Myra J. [Signature]
Secretary

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

Attached hereto is a (Bid Bond) or (Check) for the sum of 5% not to exceed (\$10,000) according to the conditions under "Instructions to Bidders" and provisions therein.

Dated this 20th day of March, 20 25.

BY: Bruce S. [Signature]
Vice President
Title

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

[END OF BID PROPOSAL]

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

CITY OF NORTHPORT PUBLIC WORKS CONTRACT DOCUMENTS

SECTION FOUR: BID BOND TO THE CITY OF NORTHPORT, ALABAMA
(2022)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Taylor Electrical Contractors, Inc. as Principal; and Travelers Casualty and Surety Company of America as Surety, (NOTE: If cashier's check drawn on an Alabama Bank utilized in lieu of corporate surety, attach check as required by bid documents) are hereby held and firmly bound unto the City of Northport, Alabama, a Municipal Corporation, as obligee, hereinafter called the City, in the sum of Five Percent of Amount Bid five percent of the amount bid not to exceed ten thousand Dollars (\$ 5% of Amount Bid ~~NOTE \$10,000.00~~) for the payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

Project: River Run Park at Northport Shore – Package No.5 Audio/ Visual

Location: Northport, AL

Architect or Engineer: Chambless King Architects, LLC

Project Number: 23021

NOW, THEREFORE,

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

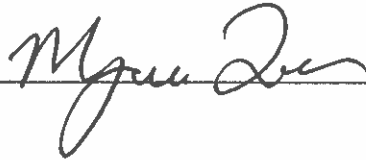
(b) If said Bid shall be awarded and the Principal shall execute and deliver a contract in the Form of Agreement as included in the Contract Documents for the Project, and shall execute and deliver Performance Bond and Payment Bond in the Forms as attached to the Contract Documents executed by a surety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

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

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

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the 20th day of March, 2025 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:



PRINCIPAL:

Taylor Electrical Contractors, Inc. (SEAL)

By: 

Title: Vice President

Address: P.O. Box 70084

Tuscaloosa, AL 35407

SURETY:

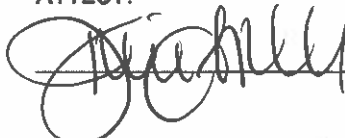
Travelers Casualty and Surety Company of America (SEAL)

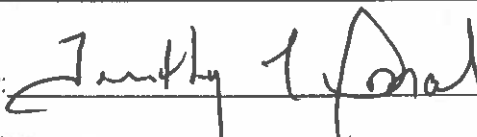
One Tower Square

Business Address

Hartford, CT 06183

ATTEST:



By: 

Title: Timothy L. Donahue
Attorney in Fact

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

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

[END DOCUMENT—OFFICE OF THE CITY ATTORNEY]



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **TIMOTHY L DONAHUE** of **TUSCALOOSA** , Alabama , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

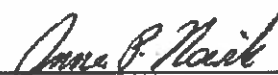
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20th** day of **March**, 2025 .




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

STATE OF ALABAMA



BID LIMIT: U
UNLIMITED
AMOUNT:

LICENSE NO.: 15656
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

TAYLOR ELECTRICAL CONTRACTOR INC

COTTONDALE, AL 35453

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

E: ELECTRICAL

until July 31, 2025

when this Certificate expires.

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

5th day of September, 2024

Michael B. Tate

SECRETARY-TREASURER

Charles A. Tate

CHAIRMAN

209964

Tablulation of Bids

Project: City of Northport - River Run Park - Package No.5 - Audio / Visual

Project No.: CK 23021

Submission Date: 10am CST on Thursday, March 20th, 2025

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

Chambless King
Architects

							Note: Base Bid & Alternates Include Envelope Adjustments					
General Contractors	G.C. # on Envelope	Bid Proposal Form	Bid Guarantee	Addendum 1 Received	Sch. of Unit Prices & Allowances	Accounting of Sales Tax	Envelope Adjustments	Base Bid (Including Envelope Adjustments)				Adjusted Bid (Includes envelope adjustments and accepted alterantes) <i>No Alternates</i>
Taylor Electrical Contractors, Inc.	Y	Y	Y	Y	NA	Y	No Adjustments	\$1,336,140.00				\$1,336,140.00

Owner Representative
Brad Matthews (City of Northport)


Architect Representative
Mike Shows



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

AGENDA ITEM NO. 9.b.12.

MEETING DATE: April 7, 2025

SUBJECT: Resolution Authorizing City Administrator to Execute a Contract with Misc. Metals & Fabrication, LLC., for New Lime Feeder Installation at the Water Treatment Plant

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 New Lime Feeder Installation at the Water Treatment Plant. The project includes demolishing and removing the existing lime feeders and installing the new lime feeders. Misc. Metals & Fabrication, LLC., provided the lowest cost proposal. The Utilities Department is requesting authorization for the City Administrator to execute a minor public works contract with Misc. Metals & Fabrication, LLC., in the amount of \$65,450.00, to be funded out of the Water Treatment Plant Chemical Feed Improvement Project.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-600-81602 Amount: \$65,450.00

Motion for Consideration:

I move to adopt the resolution authorizing the City Administrator to execute a contract with Misc. Metals & Fabrication, LLC., for the New Lime Feeder Installation at the Water Treatment Plant in the amount of \$65,450.00, 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 MISC. METALS & FABRICATION, LLC., FOR NEW LIME
FEEDER INSTALLATION AT THE WATER TREATMENT PLANT**

WHEREAS, the Utilities Department requested proposals to install new lime feeders at the Water Treatment Plant, and

WHEREAS, a proposal was received from Misc. Metals & Fabrication, LLC., to demolish and remove the existing lime feeders and install the new lime feeders; and

WHEREAS, this work is necessary as part of the Water Treatment Plant Chemical Feed Improvement 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 7TH DAY OF APRIL 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: _____, 2025

Motion: _____

Second: _____



9125 Energy Lane
Northport, AL 35476
Phone 205.339.3181 Fax 205.339.4648

March 20, 2025

To: Steve Moore
Northport Water Treatment Plant
11405 Lary Lake Rd.
Tuscaloosa, AL 35475

See below the requested quote items, pricing, and description for **JOB NAME:**
New Lime Feeder Installation

Description

- Mobilization
- Demolition of #1 Existing Lime Feeder, Associated PVC Piping and Supports.
- Install New #1 Lime Feeder (Furnished by Owner).
- Furnish and Install New Interconnecting PVC Piping, Fittings and Valves.
- Furnish and Install New Stainless Steel Unistrut Pipe Supports.
- Furnish New 304-SS Support Frame, Anchors & Hardware for Equipment
- Furnish and Install New Flexible Drain Line (Route to match existing).
- Furnish Material and Labor to Connect New Electrical Control Panel with New Lime Feed Equipment.
- Demolition of #2 Existing Lime Feeder, Associated PVC Piping and Supports.
- Install New #2 Lime Feeder (Furnished by Owner).
- Furnish and Install New Interconnecting PVC Piping, Fittings and Valves.
- Furnish and Install New Stainless Steel Unistrut Pipe Supports.
- Furnish New 304-SS Support Frame, Anchors & Hardware for Equipment



- Furnish and Install New Flexible Drain Line (Route to match existing).
- Furnish Material and Labor to Connect New Electrical Control Panel with New Lime Feed Equipment.
- Remove Backflow Preventer in Water Supply Line. Install a new Reduced Pressure Zone (RPZ) Backflow Preventer, Air Gap and Drain Piping.
- Upgrade Electrical Service and Conductors for New #1 and #2 Lime Feed Systems.

All hardware and anchor bolts included.
Tax not included.

Lump Sum \$ 65,450.00

Thank you,

Doug Pugh
Misc. Metals & Fabrication, LLC.



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

AGENDA ITEM NO. 9.b.13.

MEETING DATE: April 7, 2025

SUBJECT: Resolution Authorizing City Administrator to Execute an Agreement with The Cassady Company, Inc. for Greater Downtown Area Water & Sewer Infrastructure Inventory and Assessment

Unfinished Business:

Public Hearing:

Prepared By: Allison Martin

New Business:

First Reading:

Approved By: John Webb

Consent Agenda:

Second Reading:

Summary:

The Utilities Department is requesting the City Council to authorize the City Administrator to execute an agreement with The Cassady Company, Inc. for Greater Downtown Area Water & Sewer Infrastructure Inventory and Assessment. The project will provide an updated inventory of existing water and sewer infrastructure in the identified area. The project will also complete a condition assessment of the existing water and sewer infrastructure to identify deficiencies and be used to determine if improvements are needed to accommodate future development.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. W/S Retained Earnings Amount: \$52,665.00

Motion for Consideration:

I move to adopt the resolution Authorizing the City Administrator to execute an agreement with The Cassady Company, Inc. for Greater Downtown Area Water & Sewer Infrastructure Inventory and Assessment.

RESOLUTION NO. 25-

**RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH THE CASSADY COMPANY, INC., FOR GREATER
DOWNTOWN AREA WATER & SEWER INFRASTRUCTURE INVENTORY
AND ASSESSMENT**

WHEREAS, the Greater Downtown Area has potential for future development/redevelopment;
and

WHEREAS, an accurate water and sewer infrastructure inventory and assessment is needed to
identify deficiencies and help determine if improvement/repairs are needed to existing
infrastructure; and

WHEREAS, the Utilities Department received a proposal from The Cassady Company, Inc., to
perform water and sewer infrastructure inventory and assessment in the Greater Downtown
Area.

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

1. The City Administrator is hereby authorized by Council to take all actions and execute
all documents for the implementation of this resolution.
2. The City Administrator is hereby authorized by Council to issue and approve
requisitions associated with the contract approved by this resolution.

RESOLVED AND DONE THIS 7TH DAY OF APRIL 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: _____, 2025

Motion: _____

Second: _____



Providing Solutions for Water, Wastewater, and Storm Water Problems

City of Northport 4700 Highway 69 North • Northport AL 35473
Greater Downtown Area Phone (205) 330-0098 • Fax (205) 330-0099
Inventory and Assessment of Water and Sewer Infrastructure
Northport File No. 00.00.00 / Cassady Project 25-102

Project Overview

This project includes inventory and assessment of water and sewer infrastructure in the "Greater Downtown Area" (GDA). The GDA is as shown on the attached Location Map and described as being along 5th Street (Rice Mine Road) north to south between 10th Street and the Black Warrior River and west to east between Lurleen Wallace Boulevard and the levee. Vacant areas within the GDA have potential for new development. Assessment of the existing infrastructure will identify existing deficiencies and be used to determine if improvements are needed to accommodate proposed development.

The Cassady Company, Inc. Personnel:

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

Subconsultants:

- Dale Thompson, P.L.S. - Surveyor

Task Order Directive No. 1 - Inventory

An inventory of the existing water and sewer infrastructure is proposed as TOD No. 1 with deliverables being a water and sewer map of confirmed manhole, valve, and fire hydrant locations, plan and profiles drawings of sanitary sewer, manhole inspection reports that include photos of each manhole, and CAD data in a format as required by the City's GIS.

TOD No. 1 - Inventory Scope of Work Items include, but are not limited to, the following:

- Obtain and review any available as-built drawings (water and sewer) for this area.
- Coordinate water line locates with the City for inclusion in survey.
- Assist the City with flow testing and field investigations as required for location of existing 2-inch and 3-inch water mains not shown on GIS (*Note: Previous field investigation on other projects has indicated that there are smaller lines in this area that are not mapped and locations are unknown.*)
- Survey Sanitary Sewer Manholes
(Note: Since this is for inventory and not design, the manhole top will be surveyed using GPS and then inverts will be measured down from the top. Although this will not provide the same accuracy as a level loop, it is a more cost-effective way to estimate depths and slopes for this assessment. For any subsequent sewer replacement, a complete design survey will be needed.)
- Inspect sanitary sewer manholes, including photos and an inspection report.
- For any manholes or valves not found, coordinate with the City to locate
(Note: May require use of TV inspection by City for manholes and may require the City to uncover any manholes or valves under pavement.)

<u>Compensation</u>	<u>2025 Rate</u>	<u>Hours</u>	<u>Cost</u>
Project Manager	\$ 180.00	40.0	\$ 7,200.00
Professional Engineer II	\$ 125.00	16.0	\$ 2,000.00
Staff Engineer II	\$ 110.00	40.0	\$ 4,400.00
Field Survey Crew	\$ 200.00	96.0	\$ 19,200.00
Eng Tech I (Drafter)	\$ 80.00	20.0	\$ 1,600.00
Inspector (MH Inspection)	\$ 75.00	40.0	\$ 3,000.00
Clerical	\$ 95.00	4.0	\$ 380.00
Mileage	\$ 0.700	100.0	\$ 70.00
TOTAL MAXIMUM TOD NO. 1 CONTRACT FEE			\$ 37,850.00

TOD No. 1 - Schedule to Complete Work from Notice to Proceed:

- Water Line Locates by City = 8 weeks
- Survey and Manhole Inspection = 8 Weeks
- Prepare Maps and Drawings = 8 Weeks

City of Northport
Greater Downtown Area
Inventory and Assessment of Water and Sewer Infrastructure
Northport File No. 00.00.00 / Cassady Project 25-102

Task Order Directive No. 2 - Assessment

Assessment of the existing water and sewer infrastructure as identified in TOD No. 1 - Inventory is proposed as TOD No. 2 with deliverables being an Engineering Report summarizing data, calculations, estimate of existing capacity, identification of deficiencies, and any recommended improvements.

TOD No. 2 - Assessment scope of work items include, but are not limited to, the following:

- Estimate average and peak existing sewer flows based on previous Pump Station No. 1 flow monitoring data, typical sewer usages of existing residential customers, and historical water usage data as provided by the City for commercial customers.
- Based on sizes and slopes as confirmed by the inventory, estimate the allowable capacity of the existing gravity sewer.
- Provide a sewer capacity assessment based on estimated existing flows as compared to estimated allowable capacity to determine its ability to handle existing sewer flows and future flows (if additional capacity is available).
- Evaluate water system pressures and flows utilizing existing City fire hydrant monitoring data along with Northport's EPANet Hydraulic Model.
- Based on visual inspection of water and sewer infrastructure as included in TOD No. 1, provide a Condition Assessment independent of capacity.
- An Engineering Report (ER) summarizing data, calculations, estimate of existing capacity, identification of deficiencies, and any recommended improvements. A draft ER will be submitted to the City for review and discussion of any additional considerations at a scheduled meeting. Any items discussed will be incorporated into the ER final draft.

Note: Results of the estimated capacity and visual condition assessments may determine that other work (such as sewer CCTV, additional flow monitoring) outside of this scope may be warranted. Any additional work shall be included as a subsequent Task Order Directive requiring additional compensation.

<u>Compensation</u>	<u>2025 Rate</u>	<u>Hours</u>	<u>Cost</u>
Project Manager	\$ 180.00	40.0	\$ 7,200.00
Professional Engineer II	\$ 125.00	40.0	\$ 5,000.00
Staff Engineer II	\$ 110.00	20.0	\$ 2,200.00
Clerical	\$ 95.00	4.0	\$ 380.00
Mileage	\$ 0.700	50.0	\$ 35.00
TOTAL MAXIMUM TOD NO. 2 CONTRACT FEE			\$ 14,815.00

TOD No. 2 - Schedule to Complete Work from Notice to Proceed (After Completion of TOD No. 1):

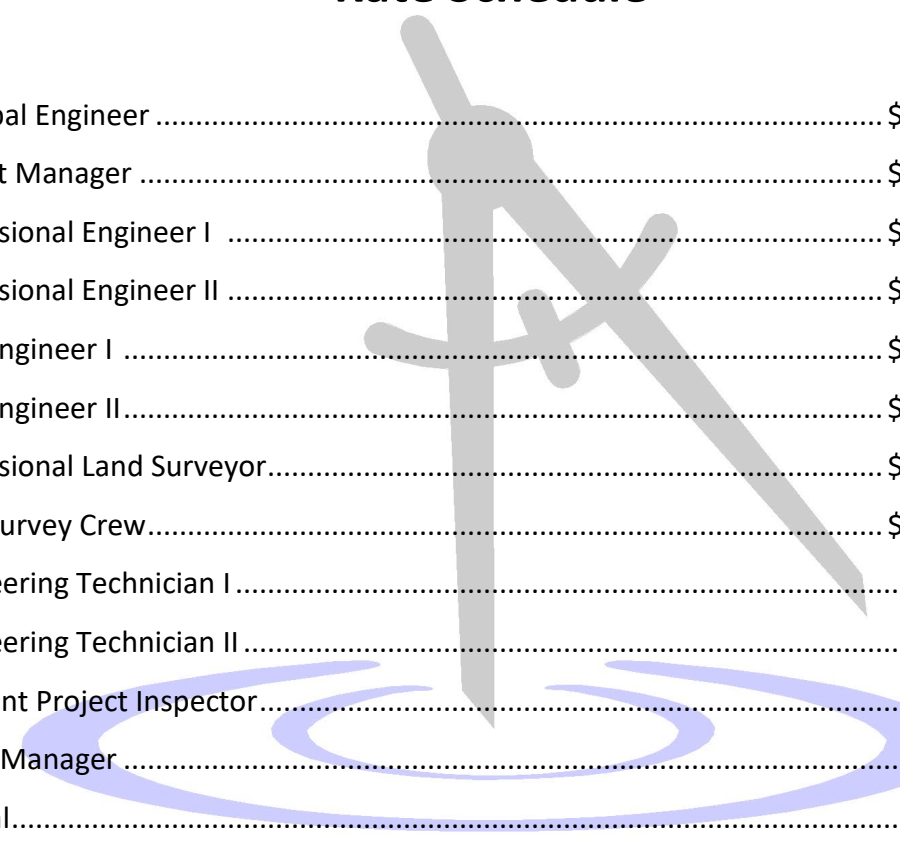
- Preliminary Engineering Report (Draft) = 6 Weeks
- City Review of Engineering Report and Comments = 2 Weeks
- Engineering Report (Final) = 2 Weeks

GRAND TOTAL MAXIMUM TOD NO. 1 AND TOD NO. 2 CONTRACT FEE \$ 52,665.00

THE CASSADY COMPANY, INC.

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

Rate Schedule



Principal Engineer	\$225.00/hour
Project Manager	\$180.00/hour
Professional Engineer I	\$150.00/hour
Professional Engineer II	\$125.00/hour
Staff Engineer I	\$115.00/hour
Staff Engineer II	\$110.00/hour
Professional Land Surveyor	\$160.00/hour
Field Survey Crew	\$200.00/hour
Engineering Technician I	\$95.00/hour
Engineering Technician II	\$80.00/hour
Resident Project Inspector	\$75.00/hour
Office Manager	\$95.00/hour
Clerical	\$75.00/hour
Mileage	\$0.70/mile

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

These rates apply through December 31, 2025.

The Cassidy Company, Inc.
Last Saved By: LESPY
Drawing File: C:\OneDrive\The Cassidy Company\Data - Documents\25102\Drawings\Northport Water and Sewer - Downtown Area.dwg
Layout: Location Map
Date Plotted: 1/22/2025 1:47 PM



SCALE: 1"=400'

LOCATION MAP

PRELIMINARY

LEGEND

--- 8"W ---	EX. WATER MAIN (SIZE AS NOTED)
▲	EX. WATER VALVE
⊕	EX. FIRE HYDRANT
⊙	EX. SANITARY SEWER MANHOLE
--- SS ---	EX. GRAVITY SANITARY SEWER MAIN
--- FM ---	EX. SANITARY SEWER FORCE MAIN (SIZE AS NOTED)

THE CASSIDY COMPANY, INC.

4700 Highway 68 North • Northport, AL 36473
Phone (256) 330-0086 • Fax (256) 330-0089

MP1

SHEET 1 of 1

GREATER DOWNTOWN AREA
INVENTORY AND ASSESSMENT
(WATER AND SEWER)
CITY OF NORTHPORT

DRAWN BY: NAME
DATE: January 22, 2025
PROJECT NO.: 25102
APPROVED BY: JPC
REV:

DWG. NO.
MP1
SHEET 1 of 1



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

AGENDA ITEM NO. 9.b.14.

MEETING DATE: April 7, 2025

SUBJECT: Resolution Authorizing the City Administrator to enter in an agreement with the West Alabama Human Trafficking Task Force

Unfinished Business:

New Business: X

Consent Agenda:

Public Hearing:

First Reading:

Second Reading:

Prepared By: Summer Cockrell

Approved By: Gerald Burton

Summary:

The agreement acknowledges that the City of Northport will work with the West Alabama Human Trafficking Task Force to more efficiently and effectively fight human trafficking, prostitution and other digital sex crimes within Tuscaloosa County.

Recommendation:

Approve

Funding Source/GL Code:

Motion for Consideration:

Authorizing the City Administrator to enter into an agreement with the West Alabama Human Trafficking Task Force.

MEMORANDUM OF UNDERSTANDING FOR WEST ALABAMA HUMAN TRAFFICKING TASK FORCE

This Memorandum of Understanding (the “Agreement”) is entered into between the City of Tuscaloosa, through the Tuscaloosa Police Department (“TPD”), the Tuscaloosa County Commission, through the Tuscaloosa County Sheriff’s Office (“TCSO”), the City of Northport, through the Northport Police Department (“NPD”), the University of Alabama through the University of Alabama Police Department (“UAPD”), and the Tuscaloosa County District Attorney’s Office. Collectively, these entities may be referred to as “agency” or “agencies.”

PURPOSE

The West Alabama Human Trafficking Task Force (the “Task Force”) was originally formed by the signing of an Interagency Agreement on November 16, 2018. The purpose of this new Agreement is to continue the cooperative work begun in 2018 with the initial formation of the Task Force. By signing this Agreement, each agency certifies that the former Interagency Agreement signed in 2018 is hereby revoked and replaced by the terms of this Agreement.

This Agreement acknowledges, in writing, that the above-referenced agencies have agreed to work in conjunction with one another to more efficiently and effectively fight human trafficking, prostitution, and other digital sex crimes within Tuscaloosa County, Alabama. Each agency acknowledges that human trafficking, prostitution, and digital sex crimes often cross jurisdictional borders and that participation in a joint program to fight these crimes will help protect the public. To achieve this goal, the agencies have agreed to the establishment and continued use of the Task Force.

Section I - Goals

Task Force goals include, but are not necessarily limited to, the following:

- 1) Investigate all levels of human trafficking, prostitution, and electronic sex crimes with the overall objectives of charging involved parties with the appropriate crimes and aiding in the effective prosecution of such crimes.
- 2) Assist other law enforcement agencies with human trafficking, prostitution, or electronic sex crimes issues within their respective jurisdiction as needed.
- 3) Share with other law enforcement agencies information gathered as part of routine human trafficking, prostitution, or electronic sex crimes investigations.
- 4) Provide training to law enforcement agencies, including employees of the participating agencies, in investigations into human trafficking, prostitution, or electronic sex crimes.
- 5) Conduct public presentations to outside agencies regarding human trafficking, prostitution, or electronic sex crimes at the request of one of the participating agencies.
- 6) Provide de-identified data, as requested by one of the participating agencies, to outside agencies, groups, or persons, to assist in research or other academic areas to help better understand human trafficking, prostitution, and electronic sex crimes.

Section II - Structure

Each participating law enforcement agency shall assign personnel to the Task Force as follows:

Tuscaloosa Police Department	Three (3) full-time officers and two (2) full time supervisors
Northport Police Department	One (1) full-time officer
Tuscaloosa County Sheriff's Office	One (1) full-time deputy
University of Alabama Police Department	One (1) full-time officer
Tuscaloosa District Attorney's Office	Prosecution of cases

The Task Force will maintain office space inside the TPD headquarters building or some other location designated by TPD. Personnel assigned to the Task Force from agencies outside of TPD may be housed at the TPD designated location subject to availability and agreement from TPD supervisors.

Each participating agency will remain ultimately responsible for the supervision and training of their law enforcement personnel in accordance with their internal policies and procedures; however, TPD supervisors and personnel shall be responsible for the day-to-day direction of members of the Task Force. TPD may request that any individual assigned to the Task Force by a participating agency be removed and that a new individual of the assigning agency's choosing to be assigned. Each participating agency shall comply with this request as soon as practical after receiving it.

The above-referenced personnel numbers from each agency represent the lower limit for the number of personnel that may be assigned from each agency. Should an agency wish to assign additional personnel, either part time or full time, they may do so without the need to amend this Agreement. Whether said additional personnel may be housed at TPD will depend on the spacing and supervisory personnel available at TPD.

Section III – Financial Responsibilities of Participating Agencies

Each participating agency shall be responsible for the full payment of salary and overtime for their personnel assigned to the Task Force and such salary shall be deemed to be the full salary due to each assigned personnel while on duty with the Task Force. Overtime compensation will be approved by each agency for its participating personnel under its rules and regulations.

Each participating agency shall be responsible for providing a vehicle for their personnel assigned to the Task Force. Each participating agency will be responsible for insurance, gas, oil, maintenance, radio installation, and any other expenses associated with each vehicle.

Each participating agency shall be solely liable for any and all worker's compensation benefits for personnel who is employed by the participating agency and is injured in the course and scope of their duties while assigned to the Task Force. Such claims shall proceed subject to the rules and regulations applicable to each participating agency.

Section IV –Task Force Funding

Any donations, grant funding, designations, or other funding of any kind for the operations of the Task Force shall be given to the City of Tuscaloosa earmarked for use for the West Alabama Human Trafficking Task Force. Such funds shall be deposited into a designated account held and maintained by the City of Tuscaloosa solely for use by the Task Force. TPD Task Force personnel shall determine how and when to use such funds for the operation or benefit of the Task Force or its assigned personnel. This section does not deal with funding for payment of personnel, which is discussed in Section III above.

Any vehicles and/or equipment purchased or seized for use by the Task Force should be returned to the Task Force when it is no longer needed for the original program or project. If any vehicle and/or equipment purchased with Task Force funds is later sold by any participating agency, the funds received from such sale must be returned to the Task Force.

Section V – Seizure of Assets

Any property, including but not limited to vehicles and cash, seized by Task Force personnel shall be forfeited and condemned by the appropriate court pursuant to Alabama law, including, but not limited to, Alabama Code § 13A-6-156. Any funds received from said seizures and/or forfeitures shall be placed into the City of Tuscaloosa Task Force account to be used by the Task Force as set out in Section IV above.

Section VI – Executive Board

The Department Head from each participating agency shall serve on a governing board which shall be responsible for advising the Task Force. The governing board shall be known as the West Alabama Human Trafficking Task Force Executive Board ("Executive Board"). Executive board members are as follows:

Chief of Police, Tuscaloosa
Sheriff, Tuscaloosa County
Chief of Police, Northport
Chief of Police, University of Alabama
District Attorney, Tuscaloosa County

The Executive Board shall meet as needed to discuss the goals, plans, and any concerns that may arise. Any member of the Executive Board can call for a meeting of the Executive Board to discuss an action item. The Executive Board is advisory only. The terms of this Agreement may only be changed in writing approved by each participating agency.

Section X

Any participating agency desiring to terminate its participation in this Agreement may do so by giving notice in writing to the members of the Executive Board. Termination of participation in this Agreement by a participating agency shall be deemed to take effect not less than thirty (30) days upon written communication of this notice to the Executive Board.

I hereby enter into and concur with this Memorandum of Understanding for the establishment of the West Alabama Human Trafficking Task Force and for the participation of my agency in the Task Force as set out above.

Chief of Police, Tuscaloosa

Date: _____

Chief of Police, Northport

Date: _____

Chief of Police, University of Alabama

Date: _____

Sheriff, Tuscaloosa County

Date: _____

District Attorney, Tuscaloosa County

Date: _____

RESOLUTION NO. 24-

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE WEST ALABAMA HUMAN TRAFFICKING TASK FORCE

WHEREAS the Northport Police Department would like to enter into an agreement with the West Alabama Human Trafficking Task Force

WHEREAS the agreement acknowledges that the City of Northport will work with the above mentioned agency to more efficiently and effectively fight human trafficking, prostitution and other digital sex crimes within Tuscaloosa County

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Northport, Alabama that the City Administrator is hereby authorized to enter into and agreement with West Alabama Human Trafficking Task Force.

RESOLVED AND DONE THIS ____ DAY OF April 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

Reading: _____

Motion: _____

Second: _____



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

AGENDA ITEM NO. 9.c.1.
MEETING DATE: April 7, 2025
SUBJECT: Minutes, March 17, 2025

Unfinished Business:
Public Hearing:

New Business:
First Reading:

Consent Agenda: X
Second Reading:

Prepared By: Malorie Mixon

Approved By: Glenda Webb

Summary:

The attached document includes minutes from March 17, 2025 Council Meeting. This meeting took place in the Council Chambers at Northport City Hall.

Recommendation:

The recommendation is that this item be passed.

Funding Source/GL Code:

Motion for Consideration:

Approval of the Consent Agenda will approve the official minutes from March 17, 2025 Council Meeting and said action will be reflected in the minutes of the City Council.

The regular called Meeting of the Northport City Council convened at **5:30 p.m.** on **Monday, March 17, 2025** at Northport City Hall, located at 3500 McFarland Blvd, Northport, AL, 35476, in the Council Chambers. The invocation was offered by Mayor Hinton and President Bobo led the assembly in the Pledge of Allegiance. Upon roll call, the following were found to be present: Pro Tem Washington, Councilman Wiggins, Councilman Aiken, Councilwoman Dykes and President Bobo. Also present at tonight's meeting was Mayor Hinton and City Administrator Glenda Webb.

PRESENTATIONS

Mayor Hinton presented a proclamation to Sanford Restaurant & Equipment for Business of the Month.

APPROVAL OF AGENDA

Motion by Councilman Aiken, **Second** by Pro Tem Washington to approve the agenda for March 17, 2025, with the **addition** of **item 9.b.10**. Resolution authorizing the City Attorney to file a motion to intervene. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

VISITORS TO ADDRESS COUNCIL

There was none.

UNFINISHED BUSINESS

Motion by President Bobo, Second by Pro Tem Washington to adopt Ordinance 2259 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. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

NEW BUSINESS

First Reading, Offered by Councilman Wiggins **Ordinance Amending Chapter 22, Buildings and Building Regulations, Article III, Section 22-61 of the Municipal Code pertaining to moving buildings**. 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.

First Reading, Offered by Councilman Aiken **Ordinance Authorizing the Mayor to enter a Non-Exclusive Franchise Agreement with Fiber Utility Network Inc. DBA Alabama Fiber Network**. 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.

First Reading, Offered by Councilman Wiggins **Ordinance authorizing the Mayor to enter a Franchise Agreement with Southern Light, LLC**. 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.

Motion by Councilwoman Dykes, **Second** by Pro Tem Washington to adopt **Resolution 25-41 Reappointing Chuck Gerdau to the Historic Williamson Cemetery Board**. 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. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilwoman Dykes, **Second** by Councilman Wiggins, to adopt **Resolution 25-42 Reappointing R.G. Lewis to the Historic Williamson Cemetery Board**. 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. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by President Bobo, **Second** by Councilman Wiggins to adopt **Resolution 25-43 Authorizing City Administrator to Execute Engineering Services Contracts Related to the 2025 Water & Sewer Capital Budget**. 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. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by President Bobo, **Second** by Councilman Aiken to adopt **Resolution 25-44 Authorizing the City Administrator to enter into a (3) three year contract with Motorola Solutions for Maintenance of the Public Safety Radio Communications System**. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Councilman Aiken to adopt **Resolution 25-45 Resolution Authorizing the City Administrator to Execute a Contract with Robinson & Sons Construction Services, Inc. for Water Treatment Plant Clearwell Roof Rehabilitation**. 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. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by President Bobo, **Second** by Councilman Wiggins to adopt **Resolution 25-46 accepting the 2024 audit report as prepared by LeCroy Richardson**. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Pro Tem Washington, **Second** by Councilman Aiken to adopt **Resolution 25-47 Authorizing the City Administrator to execute Change Order No. 1 with FieldTurf USA, Inc for River Run Park at Northport Shore - Turf Package**. 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. **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 25-48 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**. 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. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Councilman Aiken to adopt **Resolution 25-49 Authorizing the City Administrator to Execute a Contract with TTL, Inc. for C E & I Services for the 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. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

Motion by Councilman Wiggins, **Second** by Councilman Aiken to adopt **Resolution 25-50 Authorizing the City Attorney to File a Motion to Intervene in CV-2020-900450, Marshall, et al v City of Northport, et al.** The City of Northport has been Dismissed, With Prejudice from a pending lawsuit. This resolution authorizes the City Attorney to intervene in this pending Circuit Court Case in which the Defendant’s insurance carrier continues to provide legal defense for certain named individuals. This intervention would allow the Court to determine whether the City and its liability insurance carrier is required to provide any indemnity or any defense to any of the remaining Defendants in this case from this point going forward. **Roll call was as follows:** Pro Tem Washington, Yes; Councilman Wiggins, Yes; Councilwoman Dykes, Yes; Councilman Aiken, Yes; President Bobo, Yes. **Motion Carried Unanimously.**

CONSENT AGENDA

Motion by Councilman Aiken, **Second** by Pro Tem Washington to approve the Consent Agenda as printed for the March 17, 2025, Council Meeting:

1. Minutes, March 3, 2025, Regular Meeting - Glenda Webb
2. Bill Listing - Glenda Webb
3. Purchase Requisition, 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.
4. Purchase Requisition, 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.
5. Purchase Requisition, Outsourced Legal Services, Professional Services, MaynardNexsen, \$7,463.00. Legal services rendered pertaining to the River Run Park Management Contract.
6. Purchase Requisition, 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.
7. Purchase Requisition, SHI, for the annual renewal of Microsoft Office 365 licenses used by city employees. The total cost is \$95,959.50.
8. Purchase Requisition, 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.
9. Purchase Requisition, 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.
10. Purchase Requisition, Comcate Software Inc. is for the renewal of the Code Enforcement Manager Software in the amount of \$9,328.20.

REPORTS OF SPECIAL COMMITTEES OF COUNCIL

There were no reports.

PUBLIC HEARINGS

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

CITY ADMINISTRATOR’S BUSINESS

There was none.

DEPARTMENTAL BUSINESS

There was none.

MAYOR AND COUNCIL MEMBER’S BUSINESS

Mayor Hinton – Thanked staff for weather preparedness.

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 – Proud of the audit report the City received reporting financial security.

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

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

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

There being no further business to come before the Council, the meeting was **adjourned** at **5:53 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: April 7, 2025
SUBJECT: Bill Listing

Unfinished Business:
Public Hearing:

New Business:
First Reading:

Consent Agenda: X
Second Reading:

Prepared By: Stacey Beynon

Approved By: Glenda Webb

Summary:

Attached is the bill listing for consideration. Council may remove any bill for individual consideration.

Recommendation:

Recommendation that this request be passed.

Funding Source/GL Code:

Motion for Consideration:

With approval of the Consent Agenda, the attached bill listing is hereby approved and said action is reflected in the official minutes of the City Council Meeting.



City of Northport

Expense Approval Report

By (None)

Payment Dates 3/13/2025 - 4/2/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Northport Methodist Church I...	INV0026488	03/04/2025	Main Ave. - Tracts 3&4 - N'por...	960.00
Alabama Power Company	INV0026598	03/05/2025	Sales Tax Refund	1,495.62
James Wallace	INV0026491	03/04/2025	Main Ave. - Tract 21 - Wallace	400.00
FirstPoint Collection Resources..	102821	03/14/2025	Gross Payment Fees	100.29
Thompson Engineering Inc	250202420	03/25/2025	Proposal for CE&I Services for ...	5,284.71
Cozy Camel Arabian Soul Food ..	INV0026606	03/05/2025	Sales Tax Refund	182.72
Northport Baptist	INV0026486	03/04/2025	Main Ave. - Tract 11 - N'port B...	640.00
The Scales Company	INV0026605	03/05/2025	BL Overpayment Refund	10.40
Maxine Harris	00177655	03/05/2025	BL Refund	121.00
Danielle Owens	INV0026604	03/05/2025	NPCC Security Deposit Refund...	100.00
HDI Global Insurance Company	INV0026607	03/05/2025	BL Refund	9,701.20
Julie Justice Allison	INV0026833	03/10/2025	Main Ave. Tract 26 - Justice	400.00
Justin May	INV0026749	03/07/2025	BL Overpayment Refund	37.24
Lesia Patton	INV0026829	03/10/2025	NPCC Security Deposit Refund...	100.00
Takayla Burton	INV0026832	03/10/2025	NPCC Security Deposit Refund...	100.00
Joseph A & Mary Sue Stone Co...	INV0026835	03/10/2025	Main Ave. Tract 31 - Colquitt	577.60
Faye Barnett or Sue Colquitt or..	INV0027062	03/17/2025	Tracts 30; 32-34 Main Avenue...	2,040.00
New Dimensions Ministries	INV0027064	03/17/2025	Tract 29 Main Avenue Easement	2,800.00
TTL Inc.	2147933	03/13/2025	ALDOT Reimbursement	1,704.37
America's Best Carpet & Tile	INV0027014	03/14/2025	BL Overpayment Refund	47.93
Shannon or GERAL Stubbs	INV0027020	03/14/2025	BL Overpayment Refund	33.82
Longleaf Engineering LLC	INV0026997	03/14/2025	PPA25-000005 Refund	327.76
Longleaf Engineering LLC	INV0026997	03/14/2025	PPA25-000005 Refund	250.00
Longleaf Engineering LLC	INV0026997	03/14/2025	PPA25-000005 Refund	25.00
Daryl Prewitt	INV0027027	03/17/2025	BL Overpayment Refund	15.92
Chandler Allen	INV0027029	03/17/2025	BL Overpayment Refund	23.82
CBTS Technology Solutions LLC	INV0027047	03/17/2025	BL Overpayment Refund	11.63
Devan McDaniel	INV0027049	03/17/2025	NPCC Security Deposit Refund...	100.00
Imagination Station CDC LLC	INV0027072	03/17/2025	BL Overpayment Refund	163.02
TSC Service & Supply Inc.	INV0027073	03/17/2025	BL Overpayment Refund	13.59
Lance R Watson	INV0027120	03/17/2025	BL Overpayment Refund	19.83
Master Protection Corp	INV0027121	03/17/2025	BL Overpayment Refund	63.75
Engineering Plus Inc.	INV0027130	03/18/2025	BL Overpayment Refund	215.25
WB Rentals LLC	INV0027172	03/18/2025	Weed Lien Refund	445.00
US Blades LLC	INV0027269	03/20/2025	BL Overpayment Refund	537.00
Mark A Delk Jr	STPSU-CRPTL-6321(252)	03/25/2025	Tract 27 - Main Ave. Easements	800.00
Jeka Elite Realty LLC	INV0027292	03/21/2025	Lodging Tax Refund	109.64
Haleigh Davis	INV0027369	03/25/2025	NPCC Security Deposit Refund...	100.00
Jasmine Stewart	INV0027370	03/25/2025	NPCC Security Deposit Refund...	100.00
Monikia Scott	INV0027371	03/25/2025	NPCC Security Deposit Refund...	100.00
				30,258.11
Department: 13 - Mayor & City Council				
Verizon	6106769911admin	03/07/2025	Acct 423469999-00001	334.82
WASHINGTON WOODROW	INV0027381	03/25/2025	Reimbursement- Woodrow W...	400.49
WASHINGTON WOODROW	INV0027381	03/25/2025	Reimbursement- Woodrow W...	1,655.38
Tuscaloosa County High School	INV0026917	03/13/2025	DECA Sponsorship - Maliyah C...	150.00
Tuscaloosa County High School	INV0027021	03/14/2025	DECA sponsorship - Maliyah C...	150.00
Turning Point	INV0027023	03/14/2025	Admin - Dist Dev Funds	500.00
Tuscaloosa County High School	INV0027025	03/14/2025	Choral Department	850.00
Department 13 - Mayor & City Council Total:				4,040.69
Department: 15 - Administrative				
ABZ Rentals	230189228CORRECTED	03/26/2025	Corrected Invoice from Januar...	159.23
Amazon Capital Services	1YYV-RVDD-4TTH	01/31/2025	Fisnish 16x20 Picture Frames 5..	37.99
DARK HORSE CPAS AN ACCO...	51043	03/25/2025	Dark Horse CPAs-Council Appr...	5,000.00

Expense Approval Report

Payment Dates: 3/13/2025 - 4/2/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
U.S. Postal Service	INV0026730	03/07/2025	Postage by Phone - Admin	2.07
Northport Auto Supply Co. Inc.	100920141	03/07/2025	Engineering #1292- starter	118.04
T&T Fencing	1334	03/04/2025	Tiger Field Fencing Replaceme...	36,668.50
Lowe's Home Centers Inc.	979285	03/05/2025	Lowes- Visitor Center	14.23
Verizon	6106769911admin	03/07/2025	Acct 423469999-00001	249.60
USI Insurance Svc LLC Alabama	5416507	03/10/2025	Public Officials Bond Renewal	75.00
Stericycle Inc.	8009974220	03/07/2025	Payer # 1000280675	147.27
Comcast Cable	INV0026841	03/10/2025	2001 Park St 8396 90 014 032...	257.90
Midstates Petroleum Company	INV0027325	03/24/2025	Acct 10211 - Monthly Fuel Ad...	687.90
Comcast Cable	INV0026840	03/10/2025	1425 Main Ave Unit HMOFC 8...	238.90
Carrot-Top Industries Inc.	INV137677	03/05/2025	Flags at City Hall -Front	738.46
Regions Bank	INV0026712	03/07/2025	2021 B WARRANTS - March 2...	48,400.29
Regions Bank	INV0026713	03/07/2025	2016 GF SERIES - March 2025	78,866.67
Pitney Bowes Inc.	1027086919	03/25/2025	ADMIN - Postage Meter Lease	355.14
KPS Group Inc	228006-00-27	03/13/2025	BLANKET PO - KPS Group (Co...	3,310.42
Cintas	4223632197	03/13/2025	Payer # 14353428	52.97
Southern Heating & Cooling L...	i45923	03/13/2025	Maintenance- CH vent fan for ...	85.00
Southern Holiday Life/Lake W...	2025-0094	03/17/2025	AST-1 Full Page ad	1,500.00
Burnum-Hahn Exterminators I...	INV0027015	03/14/2025	Monthly Pest Control - City Hall	79.00
Alabama Power Company	INV0027009	03/14/2025	March Power - Admin	5,059.59
Alabama Power Company	INV0027009	03/14/2025	March Power - Admin	1,931.23
Alabama Power Company	INV0027009	03/14/2025	March Power - Admin	1,285.98
Alabama Power Company	INV0027009	03/14/2025	March Power - Admin	378.89
Alabama Power Company	INV0027009	03/14/2025	March Power - Admin	427.47
Lowe's Home Centers Inc.	85310	03/20/2025	Maintenance- supplies to repa...	31.39
Focus on Senior Citizens	DEC24	03/17/2025	focus december services	2,456.01
Focus on Senior Citizens	NOV24	03/17/2025	focus november services	2,971.81
Focus on Senior Citizens	OCT24	03/17/2025	focus october services	2,505.29
Spire	INV0027352	03/24/2025	2101 Park St 5773780740	15.62
Northport Auto Supply Co. Inc.	100929979	03/26/2025	Engineering #4051- alternator	249.95
Cintas	4225073645	03/25/2025	Payer 14353428	52.97
Department 15 - Administrative Total:				194,410.78

Department: 16 - Legal

U.S. Postal Service	INV0026734	03/07/2025	Postage by phone - Legal	22.15
Verizon	6106769911legal	03/07/2025	Acct 423469999-00001	227.77
Maynard Nexsen PC	536159281	03/18/2025	AGENDA 3/17/25 Outsourced ...	7,463.00
Global HR Research LLC	20253-71174	03/06/2025	New Hire Background Checks	119.61
Law Office of Benjamin Jay St...	21020	03/17/2025	Outsourced Legal - NRDA	2,425.00
Department 16 - Legal Total:				10,257.53

Department: 17 - Municipal Court

U.S. Postal Service	INV0026676	03/07/2025	Postage by Phone - court	119.37
A T & T Mobility	287288439796X03062025CT	03/14/2025	Acct 287288439796	47.08
The Parsons Firm PC	INV0026680	03/07/2025	February 2025	533.36
Andrew J Clay Law Firm	INV0026688	03/07/2025	February 2025	1,039.05
District Attorney Restitution R...	INV0026716	03/07/2025	February 2025	706.08
Rachel Fleming	INV0026718	03/07/2025	February 2025	1,491.00
Midstates Petroleum Company	INV0027329	02/28/2025	Acct 10212 - Monthly Fuel Co...	186.79
Presiding Circuit Judges' Judici...	INV0026682	03/07/2025	February 2025	1,044.11
Solicitor's Fund	INV0026683	03/07/2025	February 2025	7,415.80
Alabama Comptroller's Office	INV0026690	03/07/2025	February 2025	28,982.25
Circuit Clerk's Judicial Adminis...	INV0026691	03/07/2025	February 2025	1,049.54
The Citizenship Trust Fund	INV0026696	03/07/2025	February 2025	492.50
Alabama Crime Victims Comp...	INV0026697	03/07/2025	February 2025	1,150.00
Alabama Peace Officer's Annui...	INV0026717	03/07/2025	February 2025	2,161.00
State Judicial Administration F...	INV0026719	03/07/2025	February 2025	4,241.42
Kristen Turner	INV0026750	03/07/2025	Special Judge 3/7/25	875.00
Paul W. Patterson II P.C.	INV0027034	03/17/2025	AMJA Membership Dues - Jud...	75.00
Department 17 - Municipal Court Total:				51,609.35

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Department: 22 - Information Technology				
SHI International Corp.	B18677862	03/07/2025	IT - Hardware Test Ram Mount..	59.74
Magna5 MS LLC	197314	03/14/2025	IT - Azure Security Policy Revi...	4,870.00
Magna5 MS LLC	197315	03/14/2025	IT - Azure Encryption Project	4,290.00
Amazon Capital Services	11L3-DKTQ-3JYX	01/31/2025	Yealink BH70 Mono Wireless ...	120.00
Amazon Capital Services	1T1X-7P9Q-1NNC	01/31/2025	IT - Fuser Replacement Financ...	189.09
Amazon Capital Services	1YY7-W4GT-3MXV	02/05/2025	IT - APC Battery Replacement ...	157.58
Verizon	6106769911it	03/07/2025	Acct 423469999-00001	218.87
Xerox Corporation	IN3265439IT	03/13/2025	Per copy Charge 1/29-2/27/25	698.47
Dell Marketing LP	10801651914	03/18/2025	5430 Dell Latitude Rugged lap...	7,168.20
Comcast Cable	INV0026808	03/10/2025	5410 Hwy 69N 8396 90 014 0...	291.63
C Spire Business	0000693209-53	03/10/2025	Act 0000693209	5,540.00
A T & T Mobility	287288439796X03062025IT	03/14/2025	Acct 287288439796	142.48
Spectrum Business	INV0026814	03/10/2025	4900 Mitt Lary Rd 8314 10 234..	188.86
Comcast Cable	INV0026807	03/10/2025	3721 26th Ave OFC 8396 90 0...	248.33
Comcast Cable	INV0027051	03/17/2025	3500 McFarland Blvd Side 2 8...	63.30
Amazon Capital Services	1X6C-D699-TT1V	03/10/2025	IT - HDMI to Display Port Conv...	35.90
A T & T	3092889903	03/24/2025	831-001-3720 096	557.31
A T & T	4746289902	03/24/2025	831-001-2247 676	866.35
A T & T	8806649907FD	03/24/2025	831-001-2475 849	1,922.04
A T & T	8806649907PW	03/24/2025	831-001-2475 849	752.36
Comcast Cable	INV0027290	03/21/2025	3721 26th Ave 8396 90 014 0...	164.32
Dell Marketing LP	10804708827	03/17/2025	OptiPlex Small Form Factor Pl...	1,235.22
Spectrum Business	INV0027294	03/21/2025	13205 Martin rd SPUR 177395...	119.99
Comcast Cable	INV0027341	03/24/2025	1101 MLK Jr 8396 90 014 020...	151.21
J & J Telephone Inc.	680502	03/17/2025	Acct 23929	411.80
Comcast Cable	INV0027365	03/25/2025	3500 McFarland Blvd 8396 90 ...	92.90
Comcast Cable	INV0027342	03/24/2025	3500 McFarland Blvd OFC 839...	343.73
J & J Telephone Inc.	680822	03/19/2025	Acct 28228	2,325.31
Redpoint Audio LLC	1188	03/21/2025	IT - CH Auditorium Sound - Fix...	150.00
VC3 INC.	VC3-193551	03/21/2025	IT - Monthly Backups	2,240.00
Dell Marketing LP	10806073004	03/25/2025	OptiPlex Micro Form Factor Pl...	5,142.44
Department 22 - Information Technology Total:				40,757.43
Department: 25 - Finance				
U.S. Postal Service	INV0026736	03/07/2025	Postage by Phone - BL	1,074.33
U.S. Postal Service	INV0026737	03/07/2025	Postage by Phone - PBI	1,005.30
U.S. Postal Service	INV0026739	03/07/2025	Postage by Phone - Finance	343.43
Amazon Capital Services	1WTC-XMF9-3NTM	02/04/2025	OFFICE SUPPLIES	5.95
Verizon	6106769911finance	03/07/2025	Acct 423469999-00001	233.79
Rivertree Systems Inc.	Nport253	03/07/2025	Northport - Audit on Engineer...	562.50
LeCroy Richardson P.C.	6138	03/10/2025	AGENDA 1/23/25 - FY24 Audit...	14,443.84
Tyler Technologies	025-501987	03/24/2025	Northport Touchscreen 10 Re...	1,204.00
Department 25 - Finance Total:				18,873.14
Department: 26 - Human Resources				
Award Company of America L...	60883	03/06/2025	Retiree Plaques	126.50
U.S. Postal Service	INV0026740	03/07/2025	Postage by phone - HR	281.03
Phelps Jenkins Gibson & Fowl...	241	03/06/2025	Retainer Fee January 2025	1,600.00
Cobbs Allen & Hall Inc.	82289	03/06/2025	Monthly Fee March 2025	1,250.00
Neogov	INV-131620	03/10/2025	Applicant Tracking Subscription	15,671.00
Department 26 - Human Resources Total:				18,928.53
Department: 28 - Planning & Inspections				
Amazon Capital Services	1YW9-Y3KT-DGFM	02/03/2025	PZBI Office Supplies	213.99
Verizon	INV0026743	03/07/2025	Verizon - Two iPhones	299.98
Verizon	6106769911hr	03/07/2025	Acct 423469999-00001	129.50
Verizon	6106769911pz	03/07/2025	Acct 423469999-00001	487.75
A T & T Mobility	287288439796X03062025PZ	03/14/2025	Acct 287288439796	46.68
Northport Auto Supply Co. Inc.	100926155	03/17/2025	Planning #1703- oil filter	8.72
Northport Gazette The	INV0026809	03/10/2025	Agenda Ad - ZBA 3.20.25	103.05
Amazon Capital Services	17JP-DR31-6QV7	03/06/2025	PZBI Office Supplies	75.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Northport Gazette The	INV0027057	03/17/2025	adv ord 2257	85.95
Northport Gazette The	INV0027059	03/17/2025	adv ord 2258	149.40
Department 28 - Planning & Inspections Total:				1,600.52
Department: 32 - Engineering				
U.S. Postal Service	INV0026732	03/07/2025	Postage by Phone - Engineering	2.22
Northport Methodist Church I...	INV0026488	03/04/2025	Main Ave. - Tracts 3&4 - N'por...	240.00
Verizon	6106769911engin	03/07/2025	Acct 423469999-00001	631.07
Modular Concepts LLC	MD-20-1496	03/04/2025	Pickleball Court Mats - 30th A...	56,957.20
James Wallace	INV0026491	03/04/2025	Main Ave. - Tract 21 - Wallace	100.00
Thompson Engineering Inc	250202421	03/25/2025	MLK Roadway - CE&I	62,089.56
Fieldturf USA Inc	Northport River Run SB Fields ...	03/06/2025	River Run Park Turf	416,616.47
Northport Baptist	INV0026486	03/04/2025	Main Ave. - Tract 11 - N'port B...	160.00
Amazon Capital Services	1KHR-VJDM-6R3K	03/05/2025	Amazon Office Supplies - Clea...	168.37
Stivers Ford	S940	03/13/2025	2025 Ford F150 1FTFW1L54S...	46,495.00
Stivers Ford	S940-A	03/13/2025	Inspectors Truck - BedLiner/T...	1,110.00
Julie Justice Allison	INV0026833	03/10/2025	Main Ave. Tract 26 - Justice	100.00
Joseph A & Mary Sue Stone Co...	INV0026835	03/10/2025	Main Ave. Tract 31 -Colquitt	144.40
Faye Barnett or Sue Colquitt or...	INV0027062	03/17/2025	Tracts 30; 32-34 Main Avenue...	510.00
New Dimensions Ministries	INV0027064	03/17/2025	Tract 29 Main Aveue Easement	700.00
Thompson Engineering Inc	250202729	03/25/2025	2024 Resurfacing Engineering	27,115.64
Thompson Engineering Inc	250202729	03/25/2025	2024 Resurfacing Engineering	5,153.36
Amazon Capital Services	1QN3-36X4-3JL6	03/17/2025	Monitor Brackets	96.92
Alabama Power Company	INV0027008	03/14/2025	March Power - Engineering	484.90
Alabama Power Company	INV0027008	03/14/2025	March Power - Engineering	28,421.33
Mark A Delk Jr	STPSU-CRPTL-6321(252)	03/25/2025	Tract 27 - Main Ave. Easements	200.00
Department 32 - Engineering Total:				647,496.44
Department: 33 - Police				
Amazon Capital Services	1T7L-K7F7-96R9	01/31/2025	Conference Room Cameras	714.08
U.S. Postal Service	INV0026738	03/07/2025	Postage by Phone - Police	143.88
Ashley Blalock	INV0026793	03/10/2025	Blalock - meal reimbursements	49.66
Grainger Inc.	9409769750	03/13/2025	Maintenance - replace PD lob...	178.39
Northport Auto Supply Co. Inc.	100921664	03/07/2025	PD #444 - oil pressure switch	39.70
TRUCKWORX HOLDING CO INC	1130189923	03/26/2025	PD Fleet- batteries as needed ...	341.82
Ashley Blalock	INV0026795	03/10/2025	fuel	40.78
Ashley Blalock	INV0026795	03/10/2025	Saw's BBQ	28.83
Ashley Blalock	INV0026795	03/10/2025	Tazikis	15.97
Ashley Blalock	INV0026795	03/10/2025	Tazikis	16.28
Ashley Blalock	INV0026795	03/10/2025	Taco Mama	20.53
Northport Auto Supply Co. Inc.	100922709	03/05/2025	ENGINE COOLANT WATER	-43.33
Northport Auto Supply Co. Inc.	100922783	03/07/2025	PD- as needed supplies for pr...	36.60
Verizon	6106769911pd	03/07/2025	Acct 423469999-00001	200.05
TCAH/GNX	2959	03/10/2025	Gun Suppressors	1,398.00
Northport Auto Supply Co. Inc.	100923008	03/07/2025	PD #444 - oil pressure switch	-26.50
Northport Auto Supply Co. Inc.	100923915	03/07/2025	PD #464 & #463- parts for tun...	41.57
Northport Auto Supply Co. Inc.	100923992	03/07/2025	PD #464 & #463- parts for tun...	225.92
Amazon Capital Services	1GQD-HYMP-Y77R	03/05/2025	Traffic Cones	1,299.80
A T & T Mobility	287288439796X03062025PD	03/14/2025	Acct 287288439796	3,211.59
Midstates Petroleum Company	INV0027324	03/24/2025	ACCT 10208 - Monthly Fuel PD	14,627.95
Global HR Research LLC	20253-71174	03/06/2025	New Hire Background Checks	46.59
J & J Telephone Inc.	73198RJ	03/13/2025	repaired lines at dispatch	202.50
Comcate Software Inc	8870	03/24/2025	AGENDA 3.17.25 - Comcate So...	9,328.20
Pop's Shop Inc.	033361	03/24/2025	PD #5244- repair damage from..	2,736.56
Municipal & Commercial Unif...	421355	03/24/2025	PD Uniforms	97.90
Municipal & Commercial Unif...	421356	03/10/2025	PD Uniforms	529.55
Northport Auto Supply Co. Inc.	100921133	03/13/2025	PD Range Mower- hydraulic p...	881.79
Southern Tire Mart LLC	2090088453	03/13/2025	PD-tires & alignments as need...	831.36
ServPro of Tuscaloosa	5118204	03/10/2025	Bio Remediation of Police Veh...	450.00
Grainger Inc.	9426295334	03/26/2025	Maintenance- PD toilet replac...	277.66
Mobile Communications Amer...	1037000095-1	03/06/2025	PD #4082 - cradlepoint and an...	405.00
MIRA Safety	WHS1564	03/24/2025	CM-6M Gas Mask	1,979.80

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
MIRA Safety	WHS1564	03/24/2025	PCAN- compact filters for gas...	300.00
MIRA Safety	WHS1564	03/24/2025	mask bags	330.00
Gulf States Distributors Inc.	1484682-IN	03/10/2025	Duty Belts	1,136.90
Amazon Capital Services	1HPQ-XFT6-1T1R	03/06/2025	File Folders	132.98
Fred Robertson Wrecker Servi...	B53945-1	03/26/2025	Local towing for PD vehicles as...	137.00
Northport Auto Supply Co. Inc.	100928270	03/13/2025	PD- as needed supplies for pr...	310.70
Northport Auto Supply Co. Inc.	100928322	03/13/2025	PD- as needed supplies for pr...	329.40
Motorola Solutions Inc.	8282093809	03/24/2025	AGENDA 1.21.25 - Car Mount...	37,371.72
CDW Government LLC	AD2Q28Jc	03/24/2025	AGENDA 3.3.25 - VPN Softwar...	7,465.50
Burnum-Hahn Exterminators I...	INV0027017	03/14/2025	Monthly Pest Control - PD	179.00
Tuscaloosa County Commission	0588	03/19/2025	Decedent Transport	1,725.00
Amazon Capital Services	199W-XR69-1RPD	03/19/2025	ink for report writing	495.80
Alabama Power Company	INV0027011	03/14/2025	March Power - PD	1,099.60
Alabama Power Company	INV0027011	03/14/2025	March Power - PD	6,738.64
Alabama Power Company	INV0027011	03/14/2025	March Power - PD	1,326.29
Triple Point Industries	69988	03/18/2025	PD Compound - water treatm...	102.60
Cummins Mid-South LLC	C2-250326756	03/17/2025	PD- preventative maintenance...	837.51
Amazon Capital Services	1497-D9HF-KL7J	03/19/2025	classification folders	52.90
Northport Auto Supply Co. Inc.	100928617	03/25/2025	PD- as needed supplies for pr...	558.97
Northport Auto Supply Co. Inc.	100930800	03/26/2025	PD #426- plugs, wire, coils, rad...	678.43
Southern Tire Mart LLC	2090089527	03/26/2025	PD-tires & alignments as need...	666.76
Empower Rental Group	532567-0001	03/26/2025	Maintenance- PD lobby lights (..	180.67
Northport Auto Supply Co. Inc.	100928827	03/26/2025	PD #4082- exterior door handle	67.62
Amazon Capital Services	1VL3-Y616-6GWG	03/24/2025	PD 4902- Emergency strobe li...	157.98
Southern Tire Mart LLC	2090088826	03/26/2025	PD-tires & alignments as need...	100.99
Department 33 - Police Total:				102,811.44

Department: 35 - Fire

Sunbelt Fire Inc.	00021638	03/19/2025	FD Truck #22 - shore line cover	96.28
Lowe's Home Centers Inc.	77073	03/05/2025	FD Station #3- water line adap...	8.49
Lowe's Home Centers Inc.	862024526	03/05/2025	FD Station #3- water line adap...	8.91
Lowe's Home Centers Inc.	81960	02/03/2025	CREDIT REC'D	52.23
Lowe's Home Centers Inc.	961952	03/05/2025	CREDIT	-52.23
Amazon Capital Services	1TGH-JNR3-CQGY	02/04/2025	Toner Cartridges	703.34
Tuskaloosa Lawn Equipment L...	270450	03/07/2025	Spark plug - R1	4.77
Henry Schein Inc.	36789116	03/04/2025	Medical Supplies Restock	916.00
Henry Schein Inc.	36789116	03/04/2025	Medical Supplies Restock	1,060.91
Henry Schein Inc.	37250725	03/04/2025	Medical Supplies Restock	36.60
Henry Schein Inc.	37549551	03/04/2025	Medical Supplies Restock	15.99
Henry Schein Inc.	37578483	03/04/2025	Medical Supplies Restock	30.50
Northport Auto Supply Co. Inc.	100922778	03/13/2025	FD Station #2 mower- intertu...	8.83
Global Fire Sprinklers LLC	25098	03/03/2025	BLANKET- Insp, Recharge, Val...	65.50
Henry Schein Inc.	37814532	03/17/2025	Medical Supplies Restock	30.50
DCH Regional Medical Center	INV0027270	03/20/2025	Drug Box Refill	57.02
One Source Office Products LLC	OE-QT-7179-2	02/27/2025	Station 3	331.62
One Source Office Products LLC	OE-QT-7179-2	02/27/2025	Station 4	178.40
TRUCKWORX HOLDING CO INC	1130190502	03/10/2025	FD Engine #4- EGR cooler, val...	2,092.03
TRUCKWORX HOLDING CO INC	1130190689.C	03/13/2025	FD Engine #4- EGR cooler, val...	62.50
A T & T Mobility	287288439796X03062025FD	03/14/2025	Acct 287288439796	87.91
Atlas Welding Supply Co. Inc.	647375	03/10/2025	*BLANKET* Refill oxygen, misc...	74.47
Midstates Petroleum Company	INV0027326	03/24/2025	Acct 10209 - Monthly Fuel Fire	2,982.91
Global HR Research LLC	20253-71174	03/06/2025	New Hire Background Checks	39.13
Lowe's Home Centers Inc.	75523	03/05/2025	5 Gallon Buckets	14.19
Lowe's Home Centers Inc.	75523	03/05/2025	Ratchet Straps	60.76
McFarland Ace Hardware	5338/2	03/05/2025	Wheelbarrow - Hazmat St. 3	139.99
Wittichen Supply Co. Inc.	S104985407.001	03/06/2025	FD Station #3 - furnace installa...	20.30
Amazon Capital Services	1JCT-W13R-9G9H	03/07/2025	Hazmat Gloves	23.36
Amazon Capital Services	14GX-HLML-GMNMK	03/07/2025	Printer Drum - Station 1	91.98
University of Alabama	INV0026800	03/10/2025	FF Health, Wellness, and Fitne...	4,950.00
Burnum-Hahn Exterminators I...	INV0026963	03/13/2025	Monthly Pest Control	49.00
Northport Auto Supply Co. Inc.	100927974	03/18/2025	FD Engine #4- A/C line	76.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Northport Auto Supply Co. Inc.	100928142	03/18/2025	FD Engine #3 - parts for hydra...	38.51
TRUCKWORX HOLDING CO INC	1130191546	03/18/2025	FD Engine #4- misc. hardware ...	107.12
Grainger Inc.	9435402830	03/13/2025	Maintenance- FD Station #2 b...	74.50
TRUCKWORX HOLDING CO INC	1130191737.C	03/25/2025	FD Engine #4- EGR cooler, val...	-62.50
NAFECO	1333898	03/17/2025	SS Dress Shirt	37.00
NAFECO	1333898	03/17/2025	Dress Pants	63.25
NAFECO	1333898	03/17/2025	LS Dress Shirt	44.00
NAFECO	1333898	03/17/2025	Tactical boots	97.00
CDW Government LLC	AD2Q28Jb	03/24/2025	*AGENDA* VPN Software for ...	1,422.00
Burnum-Hahn Exterminators I...	INV0027016	03/14/2025	Monthly Pest Control - FIRE	237.00
Tuskaloosa Lawn Equipment L...	272364	03/17/2025	Chainsaw Chain - M3	25.83
Lowe's Home Centers Inc.	76276	03/14/2025	Bar and Chain Oil - R4	13.95
Alabama Power Company	INV0027010	03/14/2025	March Power - Fire	3,253.50
NAFECO	1334518	03/24/2025	White Dress Shirts Short Sleeve	74.00
NAFECO	1334518	03/24/2025	White Dress Shirts Long Sleeve	88.00
Southern Tire Mart LLC	2090089273	03/20/2025	FD Station #2 rescue boat- bo...	132.02
KDL Sales Inc.	5281	03/18/2025	4xl	102.00
KDL Sales Inc.	5281	03/18/2025	Medium , large, XL, and 2xl	5,415.00
KDL Sales Inc.	5281	03/18/2025	3xl	594.00
Central Alabama Training Solut..	17048595	03/20/2025	Turnout Gear	2,695.00
Central Alabama Training Solut..	17048595	03/20/2025	FF Boots	359.00
Central Alabama Training Solut..	17048596	03/20/2025	Hose for Reel in bay - St. 2	354.00
Central Alabama Training Solut..	17048597	03/20/2025	FF Gloves - Size L	315.00
Southern Tire Mart LLC	2090089427	03/20/2025	FD Rescue #4- 4 rear tires	1,472.36
Northport Electrical Supply Inc.	V1058806	03/21/2025	Smoke detectors - St. 3	134.23
Amazon Capital Services	1F14-DGD4-CGDK	03/21/2025	Hose Adapter	48.19
McFarland Ace Hardware	5384/2	03/21/2025	Hex key set - E3	23.74
Lowe's Home Centers Inc.	96551	03/21/2025	Extension Pole - St. 3	20.87
Amazon Capital Services	1CLT-WLDG-PCJ1	03/24/2025	Drill Set - St. 3	209.25
Amazon Capital Services	1G4D-1G4G-PVVF	03/24/2025	Gym shorts	265.65
Department 35 - Fire Total:				31,971.66

Department: 37 - Public Works

Amazon Capital Services	1FGT-VYD7-3NCK	01/28/2025	Shop - service call equip & pla...	3,225.24
Amazon Capital Services	1RXF-YC91-7YVH	01/29/2025	Safety Supplies- Ski Masks for...	193.90
Amazon Capital Services	1RXF-YC91-7YVH	01/29/2025	Safety Supplies- Ski Masks for...	193.90
Amazon Capital Services	1YGY-9XPR-3YYW	01/27/2025	Shop - new tools to replace br...	678.97
Amazon Capital Services	YW17-XD1R-7W4P	01/27/2025	PW Office Supplies -pens, not...	83.85
Amazon Capital Services	1CHK-N7QQ-3TTD	01/30/2025	Shop Supplies - magnetic whit...	8.80
Wright Exercise	INV-1846	03/05/2025	Public Works Renovation - Fit...	20,239.00
Ervin's Workwear & Boots	INV-6905	03/26/2025	COUNCIL APPROVED (1/6/25) -..	8,874.46
Ervin's Workwear & Boots	INV-6907	03/26/2025	COUNCIL APPROVED (1/6/25) -..	9,645.32
U.S. Postal Service	INV0026731	03/07/2025	Postage by Phone - PW	2.76
Amazon Capital Services	19QT-QRYJ-VCLV	02/03/2025	PW uniforms - polos, t-shirts, ...	224.82
TRUCKWORX HOLDING CO INC	0130545024	03/10/2025	PW #2370 - hood latch assemb..	46.50
Lowe's Home Centers Inc.	3096	03/06/2025	Maintenance-wire to power H...	63.27
NAPA Auto Parts	046913	03/17/2025	PW #2855 - beacon light repla...	251.17
Northport Auto Supply Co. Inc.	100919318	03/07/2025	PW #0291 - starter & relay	162.34
Stivers Ford	49942	03/20/2025	PW #4720- parts for evaporat...	85.75
Stivers Ford	50000	03/20/2025	PW #4720- parts for evaporat...	32.50
Northport Auto Supply Co. Inc.	100919937	03/07/2025	Routine Maint parts - as need...	106.98
Super Sports Sporting Goods L...	7198	03/26/2025	PW Uniforms - embroidery on...	144.00
ST Bunn Construction Co. Inc.	15543	03/07/2025	Construction - as needed asph...	177.67
TRUCKWORX HOLDING CO INC	1130188677	03/10/2025	PW #6115 & PW #2855 - repai...	92.78
TRUCKWORX HOLDING CO INC	1130188677	03/10/2025	PW #6115 & PW #2855 - repai...	47.55
Tuskaloosa Lawn Equipment L...	270342	03/07/2025	Specialty wear parts - as need...	64.87
Vector Security	17985865	03/10/2025	Shirley House- yearly alarm m...	622.80
Kimball Midwest	103073076	03/13/2025	PW Shop supplies - bolts, hyd...	224.35
Kimball Midwest	103073098	03/13/2025	PW Shop supplies - bolts, hyd...	199.50
TRUCKWORX HOLDING CO INC	1130189398	03/10/2025	PW #6115 & PW #2855 - repai...	139.80
Pro-Tainer Inc.	129911	02/24/2025	COUNCIL APPROVED (10/7/24)..	47,780.00

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ST Bunn Construction Co. Inc.	15563	03/07/2025	Construction - as needed asph...	436.84
Northport Auto Supply Co. Inc.	100921666	03/07/2025	Filters - as needed for Garbage...	6.57
Kimball Midwest	103082502	03/20/2025	Shop supplies - bolts, clamps,...	2,221.22
TRUCKWORX HOLDING CO INC	1130190106	03/10/2025	Brake parts - as needed for Ga...	865.60
Stivers Ford	50464	03/13/2025	PW #4269 - power steering lin...	148.79
Spire	INV0026426	03/03/2025	1781 HARper RD 7173423333	2,362.52
T-Mobile US Inc.	INV0026397	03/03/2025	Acct 976900299 PW	1,208.74
Verizon	6106769911pw	03/07/2025	Acct 423469999-00001	1,084.25
TRUCKWORX HOLDING CO INC	1130190145	03/10/2025	PW #6115 - engine fan & sole...	448.20
ST Bunn Construction Co. Inc.	15572	03/07/2025	Construction - as needed asph...	373.27
Tuskaloosa Lawn Equipment L...	270910	03/07/2025	Specialty wear parts - as need...	68.67
Northport Auto Supply Co. Inc.	100923951	03/07/2025	PANEL AIR ELEMENT * Interch...	11.02
Northport Auto Supply Co. Inc.	100924213	03/07/2025	PANEL AIR ELEMENT	-11.02
TRUCKWORX HOLDING CO INC	1130189933	03/10/2025	PW #9487 - leaf springs & rela...	1,178.58
TRUCKWORX HOLDING CO INC	1130190440	03/10/2025	PW #1798- hub seals	29.88
ST Bunn Construction Co. Inc.	15579	03/07/2025	Construction - as needed asph...	262.43
Tuskaloosa Lawn Equipment L...	270991	03/07/2025	Specialty wear parts - as need...	11.11
Tuskaloosa Lawn Equipment L...	271009	03/07/2025	Specialty wear parts - as need...	15.00
Northport Auto Supply Co. Inc.	100924235	03/07/2025	PX POWER DIELECTRIC G	15.44
Northport Auto Supply Co. Inc.	100924236	03/07/2025	PX POWER DIELECTRIC G M	-15.44
Northport Auto Supply Co. Inc.	100924275	03/07/2025	PW Shop- #3351 oil drain plug	38.50
ST Bunn Construction Co. Inc.	15583	03/07/2025	Construction - as needed asph...	189.08
Northport Auto Supply Co. Inc.	100924738	03/07/2025	PW #184 - impact sockets	203.88
TRUCKWORX HOLDING CO INC	1130190389	03/13/2025	PW #7261- thermostat kit	66.10
TRUCKWORX HOLDING CO INC	1130190570	03/10/2025	Brake parts - as needed for Tr...	360.54
ST Bunn Construction Co. Inc.	15596	03/07/2025	Construction - as needed asph...	172.78
Amazon Capital Services	1FN6-1CL7-GXX7	02/27/2025	PW Personal Safety Supplies - ...	10.50
Amazon Capital Services	1FN6-1CL7-GXX7	02/27/2025	PW Personal Safety Supplies - ...	14.00
Amazon Capital Services	1FN6-1CL7-GXX7	02/27/2025	PW Personal Safety Supplies - ...	52.48
Amazon Capital Services	1FN6-1CL7-GXX7	02/27/2025	PW Personal Safety Supplies - ...	59.48
Amazon Capital Services	1FN6-1CL7-GXX7	02/27/2025	PW Personal Safety Supplies - ...	10.50
Amazon Capital Services	1FN6-1CL7-GXX7	02/27/2025	PW Personal Safety Supplies - ...	69.98
Amazon Capital Services	1FN6-1CL7-GXX7	02/27/2025	PW Personal Safety Supplies - ...	10.50
Amazon Capital Services	1FN6-1CL7-GXX7	02/27/2025	PW Personal Safety Supplies - ...	59.48
Amazon Capital Services	1FN6-1CL7-GXX7	02/27/2025	PW Personal Safety Supplies - ...	7.00
Amazon Capital Services	1FN6-1CL7-GXX7	02/27/2025	PW Personal Safety Supplies - ...	55.98
Amazon Capital Services	1YWN-CF6G-KCG6	02/27/2025	Special Events (Touch-a-Truck)...	290.89
Southland International Trucks..	03CI355217	02/28/2025	PW #6379 - exhaust pipe clam...	81.63
TRUCKWORX HOLDING CO INC	1130190242	03/10/2025	Shop Supplies - bulk brake cle...	1,165.74
Waste Connections of Alabam...	1719	03/04/2025	Acct 6085-1018	3,615.00
Heritage-Crystal Clean LLC	19191986	03/10/2025	Shop - used oil filters, waste oi...	381.90
Tuskaloosa Lawn Equipment L...	271275	03/07/2025	PW #884 (pressure washer) - ...	12.66
Atlas Welding Supply Co. Inc.	647376	03/10/2025	Maintenance - nitrogen cylind...	2.59
Midstates Petroleum Company	INV0027327	03/24/2025	Acct 10210 - Monthly Fuel PW	16,494.90
Black Warrior Solid Waste	20250301-0243-10050	03/07/2025	SH 4484n	34,255.04
Global HR Research LLC	20253-71174	03/06/2025	New Hire Background Checks	181.63
Warrior Energy	D83125	03/05/2025	PW Shop Supplies- hydraulic f...	1,225.00
Warrior Energy	D83125	03/05/2025	PW Shop Supplies- hydraulic f...	1,225.00
Ingram Equipment Company L...	P10262	03/19/2025	PW #4189- cart tipper	4,187.67
Tuskaloosa Lawn Equipment L...	271459	03/13/2025	ROW Equipment- pressure wa...	1,572.49
Lowe's Home Centers Inc.	76239	03/17/2025	Maintenance- PW replace m...	138.77
Quinton German	INV0026671	03/06/2025	Reimbursement- German, Qui...	56.25
Veseris	IN-4902698	03/07/2025	mosquito spray chemicals	3,476.28
Alabama Power Company	INV0026803	03/10/2025	1622 McFarland Blvd Traffic/C...	132.25
Alabama Power Company	INV0026804	03/10/2025	1880 McFarland Blvd Traffic/C...	180.50
Waste Connections of Alabam...	00001132	03/10/2025	Credit Ticket 74502	-112.50
Waste Connections of Alabam...	00001133	03/10/2025	Credit Ticket 74502	-150.00
Waste Connections of Alabam...	00001134	03/10/2025	Credit Ticket 75250	-112.50
TRUCKWORX HOLDING CO INC	1130190692	03/25/2025	PW #4484 - window track parts	154.98
Amazon Capital Services	14W1-Q94K-4TCF	03/06/2025	Shop Supplies - air line fittings	80.41

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Amazon Capital Services	1KRW-NXCC-7X9J	03/07/2025	Beautification Equipment- gra...	79.98
Amazon Capital Services	1QRG-XH49-4FM1	03/06/2025	USB extension cords for printe...	10.62
Central Paper Company Inc.	379341	03/10/2025	PW supplies (multiple depts.) -..	8.04
Central Paper Company Inc.	379341	03/10/2025	PW supplies (multiple depts.) -..	21.64
Central Paper Company Inc.	379341	03/10/2025	PW supplies (multiple depts.) -..	35.31
Central Paper Company Inc.	379341	03/10/2025	PW supplies (multiple depts.) -..	51.17
Central Paper Company Inc.	379341	03/10/2025	PW supplies (multiple depts.) -..	8.04
Central Paper Company Inc.	379341	03/10/2025	PW supplies (multiple depts.) -..	938.56
Central Paper Company Inc.	379341	03/10/2025	PW supplies (multiple depts.) -..	8.04
Central Paper Company Inc.	379341	03/10/2025	PW supplies (multiple depts.) -..	51.17
Central Paper Company Inc.	379341	03/10/2025	PW supplies (multiple depts.) -..	4.89
Central Paper Company Inc.	379341	03/10/2025	PW supplies (multiple depts.) -..	46.34
Lowe's Home Centers Inc.	679727548	03/10/2025	Maintenance- tools	251.69
Lowe's Home Centers Inc.	80114	03/07/2025	Beautification supplies - bleac...	34.08
Lowe's Home Centers Inc.	80125	03/07/2025	Special Events - as needed su...	29.38
Amazon Capital Services	16MV-XWKC-9GTG	03/13/2025	PW Uniforms- stock hi-vis shir...	193.74
Amazon Capital Services	1LXV-GWMV-97Q3	03/13/2025	PW Cell Phones- case & screen..	33.95
McFarland Ace Hardware	5349/2	03/10/2025	PW Construction - propane for..	23.88
Lowe's Home Centers Inc.	91882	03/10/2025	Maintenance- PW replace m...	44.39
Lowe's Home Centers Inc.	91887	03/18/2025	Maintenance- tape to mount ...	21.83
Lowe's Home Centers Inc.	91891	03/18/2025	Maintenance- screws to hang ...	13.26
Ervin's Workwear & Boots	INV-7204	03/10/2025	COUNCIL APPROVED (1/6/25) -..	149.99
TRUCKWORX HOLDING CO INC	1130191555.C	03/25/2025	BRAKE KIT RELINE -Core -	-333.33
TRUCKWORX HOLDING CO INC	1130191555.C	03/25/2025	BRAKE KIT RELINE -Core -	-333.33
TRUCKWORX HOLDING CO INC	1130191555.C	03/25/2025	BRAKE KIT RELINE -Core -	-333.34
Ervin's Workwear & Boots	220000127395	03/13/2025	COUNCIL APPROVED (1/6/25) -..	-107.97
Central Paper Company Inc.	379800	03/13/2025	PW supplies (multiple depts.) -..	5.80
Central Paper Company Inc.	379800	03/13/2025	PW supplies (multiple depts.) -..	7.73
Central Paper Company Inc.	379800	03/13/2025	PW supplies (multiple depts.) -..	28.98
Central Paper Company Inc.	379800	03/13/2025	PW supplies (multiple depts.) -..	32.84
Central Paper Company Inc.	379800	03/13/2025	PW supplies (multiple depts.) -..	5.80
Central Paper Company Inc.	379800	03/13/2025	PW supplies (multiple depts.) -..	38.64
Central Paper Company Inc.	379800	03/13/2025	PW supplies (multiple depts.) -..	5.80
Central Paper Company Inc.	379800	03/13/2025	PW supplies (multiple depts.) -..	32.84
Central Paper Company Inc.	379800	03/13/2025	PW supplies (multiple depts.) -..	3.86
Central Paper Company Inc.	379800	03/13/2025	PW supplies (multiple depts.) -..	30.91
Cintas	4223633202	03/25/2025	Payer # 14385499	26.83
Atlas Welding Supply Co. Inc.	648683	03/13/2025	Maintenance - nitrogen cylind...	-2.59
Northport Auto Supply Co. Inc.	100927930	03/18/2025	PW #2855- tag light	6.50
Amazon Capital Services	1R4D-RVTG-LLD7	03/13/2025	Special Events- Popcorn	60.11
Ervin's Workwear & Boots	220000127539	03/13/2025	COUNCIL APPROVED (1/6/25) -..	-71.98
Harbor Freight Tools	522391	03/17/2025	PW Shop- replacement engine...	949.99
Lowe's Home Centers Inc.	71035	03/14/2025	Special Events - as needed su...	33.48
Lowe's Home Centers Inc.	71160	03/13/2025	Aux Supplies-materials for inv...	1,125.40
Northport Gazette The	INV0027055	03/17/2025	Bid 25-01 Herbicide Treatment..	69.75
One Source Office Products LLC	OE-QT-7195-1	03/13/2025	Janitorial Supplies - as needed ..	114.13
Tuscaloosa Farmers Cooperati...	1584601	03/14/2025	Beautification supplies - 2-4 D...	164.95
Tuskaloosa Lawn Equipment L...	272195	03/17/2025	Chains & oil for chainsaws (sto...	76.94
Tuskaloosa Lawn Equipment L...	272195	03/17/2025	Chains & oil for chainsaws (sto...	57.71
Tuskaloosa Lawn Equipment L...	272195	03/17/2025	Chains & oil for chainsaws (sto...	57.71
McFarland Ace Hardware	5366/2	03/17/2025	PW Maintenance - key duplica...	6.82
Lowe's Home Centers Inc.	75052	03/17/2025	Aux Supplies-materials for inv...	884.27
Burnum-Hahn Exterminators I...	INV0027018	03/14/2025	Monthly Pest Control - PW	79.00
Ervin's Workwear & Boots	INV-7240	03/17/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Northport Auto Supply Co. Inc.	100928209	03/25/2025	PW #5062 - hydraulic fittings ...	296.64
Northport Auto Supply Co. Inc.	100929002	03/25/2025	Oil, Air, Fuel, Hyd Filters - as n...	33.94
Southern Tire Mart LLC	2090089192	03/17/2025	Tires - restock for Garbage tru...	4,573.51
Power and Rubber Supply	3479398	03/20/2025	PW #5062 - hydraulic fittings	19.80
Alabama Power Company	INV0027012	03/14/2025	March Power - PW	4,117.58
Alabama Power Company	INV0027012	03/14/2025	March Power - PW	133.42

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Alabama Power Company	INV0027012	03/14/2025	March Power - PW	2,730.02
One Source Office Products LLC	OE-QT-7196-1	03/18/2025	Janitorial Supplies - as needed ..	523.13
One Source Office Products LLC	OE-QT-7197-1	03/18/2025	Janitorial Supplies - as needed ..	34.15
One Source Office Products LLC	OE-QT-7199-1	03/18/2025	Janitorial Supplies - as needed ..	74.36
One Source Office Products LLC	OE-QT-7200-1	03/18/2025	Janitorial Supplies - as needed ..	426.20
One Source Office Products LLC	OE-QT-7230-1	03/14/2025	Janitorial Supplies - as needed ..	145.72
One Source Office Products LLC	OE-QT-7231-1	03/14/2025	Janitorial Supplies - as needed ..	72.86
One Source Office Products LLC	OE-QT-7232-1	03/14/2025	Janitorial Supplies - as needed ..	145.72
One Source Office Products LLC	OE-QT-7238-1	03/14/2025	Janitorial Supplies - as needed ..	85.20
Ervin's Workwear & Boots	220000128029	03/18/2025	Credit PO 25-1218	-179.95
Warrior Energy	D83537	03/18/2025	Shop stock - DEF as needed (b...	748.59
Cintas	4224335790	03/25/2025	Payer # 14385499	26.83
Lowe's Home Centers Inc.	87274	03/21/2025	Special Events - as needed su...	28.00
Grainger Inc.	9442178316	03/25/2025	Maintenance- personal safety ...	488.65
Ervin's Workwear & Boots	INV-7259	03/18/2025	COUNCIL APPROVED (1/6/25) -..	149.99
TRUCKWORX HOLDING CO INC	0140235292	03/26/2025	PW #2370- diagnosis/repair ve..	587.56
Northport Auto Supply Co. Inc.	100930371	03/26/2025	Hydraulic repairs - as needed ...	70.91
Amazon Capital Services	1V9C-44CR-Y7DD	03/19/2025	PW Office Supplies- 210A tone...	459.56
Lowe's Home Centers Inc.	92154	03/20/2025	mulch for flower beds (stock)	97.58
Ready Mix USA LLC	9451556750	03/21/2025	Construction - as needed conc...	240.45
Ready Mix USA LLC	9451556751	03/21/2025	Construction - as needed conc...	240.45
Ervin's Workwear & Boots	INV-7273	03/20/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Ervin's Workwear & Boots	INV-7277	03/26/2025	COUNCIL APPROVED (1/6/25) -..	129.99
Ervin's Workwear & Boots	INV-7279	03/26/2025	COUNCIL APPROVED (1/6/25) -..	149.99
Amazon Capital Services	IYTC-LGPK-XJMC	03/19/2025	PW Uniforms- Hi-vis long slee...	65.99
TRUCKWORX HOLDING CO INC	1130192150	03/25/2025	PW #2855- water pump	195.84
TRUCKWORX HOLDING CO INC	1130192224	03/25/2025	PW #6115 & PW #2855 - repai...	-140.33
Lowe's Home Centers Inc.	18965	03/26/2025	Credit PO 25-1741	-11.02
Ervin's Workwear & Boots	220000128322	03/26/2025	COUNCIL APPROVED (1/6/25) -..	239.99
American Fence Co.	9103774	03/24/2025	Construction- hinges for inven...	60.00
Lowe's Home Centers Inc.	93700	03/26/2025	Special Events - as needed su...	121.18
Ander's Hardware Co. Inc.	N1268706	03/26/2025	Beautification- parts to repair ...	9.24
One Source Office Products LLC	OE-QT-7249-1	03/20/2025	Janitorial Supplies - as needed ..	100.03
Northport Auto Supply Co. Inc.	100930323	03/26/2025	PW #6715- igniter buttons & c...	204.40
Lowe's Home Centers Inc.	96144	03/26/2025	Shirley House- filler plate for b...	19.62
Northport Auto Supply Co. Inc.	100928604	03/26/2025	Routine Maint parts - as need...	67.62
Amazon Capital Services	1MGM-PLXL-4RT9	03/24/2025	Personal Safety Supplies - cool...	11.98
Amazon Capital Services	1MGM-PLXL-4RT9	03/24/2025	Personal Safety Supplies - cool...	44.92
Amazon Capital Services	1MGM-PLXL-4RT9	03/24/2025	Personal Safety Supplies - cool...	56.90
Amazon Capital Services	1MGM-PLXL-4RT9	03/24/2025	Personal Safety Supplies - cool...	68.90
Amazon Capital Services	1MGM-PLXL-4RT9	03/24/2025	Personal Safety Supplies - cool...	56.90
Amazon Capital Services	1MGM-PLXL-4RT9	03/24/2025	Personal Safety Supplies - cool...	5.99
Amazon Capital Services	1MGM-PLXL-4RT9	03/24/2025	Personal Safety Supplies - cool...	53.91
McFarland Ace Hardware	5397/2	03/26/2025	PW Construction - propane for..	26.20
Lowe's Home Centers Inc.	78348	03/25/2025	Special Events - as needed su...	1,078.34
Ervin's Workwear & Boots	INV-7316	03/26/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Ervin's Workwear & Boots	INV-7317	03/26/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Ervin's Workwear & Boots	INV-7318	03/26/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Ervin's Workwear & Boots	INV-7319	03/26/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Ervin's Workwear & Boots	INV-7320	03/26/2025	COUNCIL APPROVED (1/6/25) -..	143.96
Cintas	4225078388	03/25/2025	Payer # 14385499	26.83
Lowe's Home Centers Inc.	82962	03/26/2025	Special Events- as needed sup...	67.76
Promotional Concepts Inc.	3407	03/27/2025	Recycling promotional items (...)	4,927.60
Award Company of America L...	62153	03/26/2025	Recycling promotional items (...)	4,999.98
Lowe's Home Centers Inc.	86440	03/26/2025	Special Events- as needed sup...	104.44
One Source Office Products LLC	IN-29492	03/26/2025	Recycling promotional items (...)	1,012.50
One Source Office Products LLC	IN-QT-7269	03/26/2025	Recycling promotional items (...)	3,855.00
Super Sports Sporting Goods L...	INV0027547	03/27/2025	Recycling promotional items (...)	2,720.00
Department 37 - Public Works Total:				216,745.40

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Department: 39 - Utilities				
Pace Analytical LLC	2435639947	03/19/2025	AGENDA (10/7/24) Blanket - L...	1,187.00
Unifirst Corporation	1630442947	03/18/2025	Council Approved - Utilities D...	94.37
Midstates Petroleum Company	INV0026593	03/05/2025	Monthly Fuel - WW	6,938.51
U.S. Postal Service	INV0026733	03/07/2025	Postage by phone - Utilities	39.64
U.S. Postal Service	INV0026735	03/07/2025	Postage by Phone - Water Billi...	89.72
Amazon Capital Services	1JRJ-4RRG-6367	02/03/2025	Cell Phone Holster w/ Clip	51.96
Lowe's Home Centers Inc.	998065	03/05/2025	CREDIT REC'D	58.32
Lowe's Home Centers Inc.	998071	03/05/2025	Blanket - Misc. Supplies for W...	-58.32
PM Paving LLC	INV0027357	03/24/2025	Additional Asphalt Patch at Ev...	1,500.00
PM Paving LLC	INV0027359	03/24/2025	Asphalt Repair at Evergreen A...	4,450.00
Cintas	4220664819	03/13/2025	Payer # 14385564	86.95
Cintas	4220665087	03/13/2025	Payer #14385434	329.30
Vector Security	17985177	03/18/2025	Annual Monitoring Fees for W...	592.08
Cintas	4221409979	03/13/2025	Payer # 14385564	170.87
Cintas	4221410179	03/13/2025	Payer #14385434	320.72
Grainger Inc.	9412511785	03/13/2025	Canopy Light at Billing Office ...	230.24
Grainger Inc.	9412511785a	03/13/2025	Freight For PO #25-1708	14.55
Verizon	6106769911ut	03/07/2025	Acct 423469999-00001	1,225.03
TRUCKWORX HOLDING CO INC	1130190080	03/10/2025	Dump Truck #6328 Oil Leak R...	425.46
Northport Auto Supply Co. Inc.	100922943	03/05/2025	Water Truck #2355 Brakes and..	420.43
Cintas	4222139685	03/13/2025	Payer #14385564	81.51
Cintas	4222139873	03/13/2025	Payer #14385434	311.39
Xerox Corporation	IN3265439UT	03/13/2025	Per Copy Charge Utilities 1/29...	10.88
Xerox Corporation	IN3265439UT	03/13/2025	Per Copy Charge Utilities 1/29...	78.38
Xerox Corporation	IN3265439UT	03/13/2025	Per Copy Charge Utilities 1/29...	2.42
Northport Auto Supply Co. Inc.	100924473	03/05/2025	Crane Truck #3950 Fuel Line Fi...	10.47
Unifirst Corporation	1630440407	03/13/2025	Council Approved - Utilities D...	34.90
Tuskaloosa Lawn Equipment L...	271179	03/07/2025	Air Filter Kit for TS 500i Saw	44.98
Cintas	4222453276	03/13/2025	Payer # 14385521	77.52
Alabama 811	0225015	03/07/2025	Blanket - Monthly Locate Fees	800.37
Hach	14394421	03/10/2025	pH Probe for WWTP	377.25
Living Water Services	17912	03/13/2025	AGENDA (10/7/24) Blanket - T...	1,662.52
Pace Analytical LLC	2520458081	03/19/2025	AGENDA (10/7/24) Blanket - L...	357.20
High Cotton	5453	03/05/2025	LETTER Env Postage	9,975.77
Midstates Petroleum Company	INV0027328	03/24/2025	Acct 10207 - Monthly Fuel WW	6,507.09
Cassady Company Inc The	Proj 20-135 Inv 42	03/13/2025	Hwy 82 PS - Cassady TOD#2	10,984.00
Cassady Company Inc The	Proj 20-141 Inv 25	03/07/2025	Council Approved - Hydraulic...	819.80
Cassady Company Inc The	Proj 23-101 Inv 1	03/10/2025	Council Approved - Eng Service..	23,018.40
Cassady Company Inc The	Proj 24-114 Inv 1	03/13/2025	North Lake Pump St. Sewer St...	6,780.30
Global HR Research LLC	20253-71174	03/06/2025	New Hire Background Checks	94.53
Spectrum Business	229584701030125	03/10/2025	Acct 229584701	84.66
Northport Auto Supply Co. Inc.	100925607	03/13/2025	Water Truck #7158 Upper Rad...	63.97
Uline Inc.	189819916	03/17/2025	Tape for Hydrants - PO 25-18...	2,080.00
Uline Inc.	189819917	03/17/2025	Tape for Fire Hydrants	2,513.37
LeCroy Richardson P.C.	6138	03/10/2025	AGENDA 1/23/25 - FY24 Audit...	3,610.96
Unifirst Corporation	1630441436	03/13/2025	Council Approved - Utilities D...	148.73
Cintas	4222851813	03/13/2025	Payer # 14385434	308.67
Consolidated Pipe & Supply C...	AL0943090	03/06/2025	1" x 1" Meter Coupling	481.20
Consolidated Pipe & Supply C...	AL0943091	03/06/2025	3/4" Corp Stops	735.60
Consolidated Pipe & Supply C...	AL0943091	03/06/2025	3/4" Male Couplings	168.60
Fred Robertson Wrecker Servi...	B53847-1	03/26/2025	Vactor Truck #9156 Tow Fee	325.00
Brenntag MidSouth Inc.	BMS873906	03/05/2025	Council Approved - Sodium H...	8,499.33
Cross Connection Industries Inc	INV0026600	03/05/2025	Backflow Certification Training..	760.00
Masterman's LLP	1102844397	03/06/2025	Work Gloves	40.46
Masterman's LLP	1102844397	03/06/2025	Safety Glasses	41.92
Masterman's LLP	1102844397	03/06/2025	Work Gloves	40.46
Masterman's LLP	1102844397	03/06/2025	Safety Glasses	18.81
Pace Analytical LLC	2520458345	03/05/2025	AGENDA (10/7/24) Blanket - L...	300.00
CDW Government LLC	AD1MM9W	03/13/2025	Replacement Battery Kit for F...	955.17

Expense Approval Report

Payment Dates: 3/13/2025 - 4/2/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Ferguson Enterprises LLC	1576319	03/07/2025	Master Lock Key 2396	761.76
Ferguson Enterprises LLC	1576322	03/07/2025	2" x 7" Full Circle Repair Clam...	365.70
Ferguson Enterprises LLC	1576719a	03/07/2025	3" Bolt & Gasket Kit	16.00
Ferguson Enterprises LLC	1576719a	03/07/2025	3" x 2" TAPT Blind Flange	21.70
Ferguson Enterprises LLC	1576719b	03/07/2025	3" DI Flanges	102.80
Ferguson Enterprises LLC	1577554	03/07/2025	Cold Patch Asphalt	128.00
Ferguson Enterprises LLC	1578485	03/07/2025	6" Gate Valve	1,616.92
Unifirst Corporation	1630441962	03/13/2025	Council Approved - Utilities D...	1,236.88
Cintas	4223177509	03/10/2025	Payer # 14385521	66.35
Winfield Tool & Equipment Re...	525812-0001	03/07/2025	Blanket - Equipment Rental for..	352.21
Tuskaloosa Lawn Equipment L...	271739	03/07/2025	Cutquik Saw	1,478.99
Northwest Supply Co. Inc.	991591	03/13/2025	Chlorine Carrier Water Line R...	131.15
Regions Bank	INV0026684	03/07/2025	2021 A WARRANTS - February...	146,320.67
Regions Bank	INV0026685	03/07/2025	2021 A WARRANTS - February...	16,446.00
Regions Bank	INV0026711	03/07/2025	2016 WS SERIES - March 2025	24,187.50
Denali Water Solutions LLC	INV1030564	03/10/2025	Council Approved - Sludge Re...	23,045.79
Amazon Capital Services	11NL-XH3V-PK6V	03/10/2025	Screen Protectors (3/pk)	5.96
Winfield Tool & Equipment Re...	527269-0001	03/13/2025	Blanket - Equipment Rental for..	251.72
Ander's Hardware Co. Inc.	INV0026921	03/13/2025	Blanket - Misc. Supplies & Too...	19.58
Burnum-Hahn Exterminators I...	INV0026966	03/13/2025	Monthly Pest Control	177.00
USA BlueBook	INV00645675	03/13/2025	10ml Buret Titration Kit for W...	796.46
Krebs Engineering Inc.	Proj 22031.08 Inv 13	03/13/2025	Council Approved - Prof Eng S...	612.42
Krebs Engineering Inc.	Proj 23037 Inv 9	03/13/2025	AGENDA (10/2/23) - TO 44 - C...	950.00
TRUCKWORX HOLDING CO INC	1130191522	03/26/2025	Dump Truck #6328 Brakes	514.56
TRUCKWORX HOLDING CO INC	1130191523.C	03/26/2025	Dump Truck #6328 Brakes	165.60
Cintas	4223633148	03/13/2025	Payer #14385434	429.86
A T & T	8806649907UT	03/24/2025	831-001-2475 849	1,922.04
Grainger Inc.	9434145851	03/19/2025	Hose Nozzle & Sight Glasses fo...	173.04
Northwest Supply Co. Inc.	991747	03/13/2025	Check Valve Installation on Hy...	527.09
Ferguson Enterprises LLC	1579535	03/13/2025	Supplies for Green Village Leak..	546.17
Amazon Capital Services	1Q9P-J7HN-L3KJ	03/13/2025	Check Mark Stamp	9.95
Aqua Products Inc	20250442	03/17/2025	Council Approved - Lime Feed...	124,120.35
CDW Government LLC	AD2M66J	03/24/2025	Replacement Battery for FIO P...	318.39
Parkson Corporation	AR1/51042762a	03/20/2025	Down Pipe for Basin #2 at W...	2,792.00
Parkson Corporation	AR1/51042762b	03/20/2025	Freight for PO #25-1354	675.00
Electric Machine Control Inc.	INV-0123	03/13/2025	Council Approved - WTP Chem...	97,620.00
Tuscaloosa Blueprinting & Rep...	INV-11658	03/21/2025	Business Cards for Terry West	58.81
Northport Auto Supply Co. Inc.	100928248	03/25/2025	Water Dump Truck #6328 Gla...	18.98
Tuskaloosa Lawn Equipment L...	272194	03/17/2025	Quiksaw #882 Injection Line &...	589.15
Cintas	4223732608	03/14/2025	Payer # 14385521	60.70
CDW Government LLC	AD2Q28Ja	03/24/2025	CONSENT 3/3/25 - UTI VPN So...	592.50
TRUCKWORX HOLDING CO INC	1130191876.C	03/25/2025	Dump Truck #1628 Parts for H...	-114.00
Southern Tire Mart LLC	2090089191	03/17/2025	Dump Truck #6328 Tires	1,721.56
Southern Pipe & Supply	593318-00	03/17/2025	Hand Pumps	147.32
Southern Pipe & Supply	593334-00	03/17/2025	6" x 2" DI Double Strap Saddles	123.00
Southern Pipe & Supply	610777-00	03/17/2025	6" Bolt & Gasket Kit	172.00
Alabama Power Company	INV0027013	03/14/2025	March Power - Utilities	133.42
Alabama Power Company	INV0027013	03/14/2025	March Power - Utilities	79,036.99
Verizon	6108599844	03/25/2025	Acct 642325112-00001	221.05
Northport Electrical Supply Inc.	V1058678	03/24/2025	LED Replacement Bulbs for W...	237.51
Tuscaloosa Farmers Cooperati...	1585082	03/18/2025	Spray Gun for Weed Killer Spr...	13.95
Southern Tire Mart LLC	2090089272	03/20/2025	Water 6 Ton Trailer Tire Repair	140.88
Alabama Dept of Environment...	INV0027141	03/18/2025	Grade IV WW Certification Ex...	325.00
Spire	INV0027353	03/24/2025	Northwood Garden Dr 87295...	18.77
Ander's Hardware Co. Inc.	N1268380	03/20/2025	Blanket - Misc. Supplies & Too...	19.04
Northport Electrical Supply Inc.	V1058733	03/21/2025	Coil for Motor Starter on RAS ...	135.00
Unifirst Corporation	1630443312	03/19/2025	Council Approved - Utilities D...	698.80
Southern Tire Mart LLC	2090089334	03/25/2025	Crane Truck #3950 Tires	380.28
Pace Analytical LLC	2535658908	03/19/2025	AGENDA (10/7/24) Blanket - L...	1,369.00
Civil Worx Construction LLC	4168	03/19/2025	Asphalt Patch at 5609 Harborv...	3,250.00

Expense Approval Report

Payment Dates: 3/13/2025 - 4/2/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
O'Reilly Auto Parts	1063-132168	03/20/2025	Car Wash Soap	27.96
TRUCKWORX HOLDING CO INC	1130192251	03/26/2025	Dump Truck #6328 Battery	153.10
TRUCKWORX HOLDING CO INC	1130192252.C	03/26/2025	Dump Truck #6328 Battery	67.50
Ferguson Enterprises LLC	1580256	03/24/2025	Short Valve Box	57.00
Ferguson Enterprises LLC	1580516	03/21/2025	Piping for Hypo Tank #2 Repair..	206.27
Tuskaloosa Lawn Equipment L...	272899	03/20/2025	AGENDA (3/17/25) - Lawn M...	27,038.00
Cintas	4224674032	03/20/2025	Payer # 14385521	29.11
Fred Robertson Wrecker Servi...	B54254-1	03/26/2025	Water Truck #7892 Tow Fee	145.00
Ferguson Enterprises LLC	1557147	03/24/2025	3/4" Copper Pipe	2,838.00
Ferguson Enterprises LLC	1576721	03/24/2025	8" x 12" DI Repair Clamp	226.74
Ferguson Enterprises LLC	1580800	03/24/2025	Short Valve Box	114.00
Ferguson Enterprises LLC	1581044	03/24/2025	6" Gate Valve	2,425.38
William Jason Hoggle	INV0027284	03/21/2025	CDL Class B Renewal Reimbur...	56.25
Adam Holloway	INV0027286	03/21/2025	Fuel Reimbursement	60.18
Ander's Hardware Co. Inc.	N1268756	03/24/2025	Blanket - Misc. Supplies & Too...	17.98
Pace Analytical LLC	2520459656	03/24/2025	WWTP Sample Testing	300.00
Department 39 - Utilities Total:				673,391.21
Department: 40 - Williamson Cemetery				
Alabama Power Company	INV0027012	03/14/2025	March Power - PW	33.06
Department 40 - Williamson Cemetery Total:				33.06
Department: 41 - Outside Agency Funding				
Tuscaloosa County Commission 0593		03/26/2025	EMA Expenses Q4FY24	16,416.83
Tuscaloosa County Commission 0597		03/26/2025	EMA Siren Share & Repair	1,750.00
Department 41 - Outside Agency Funding Total:				18,166.83
Department: 43 - Incentives				
Alabama Donuts LLC	INV0026787	03/07/2025	Economic Incentive Agreeemen...	1,469.68
Mansa-NPT LLC	INV0027019	03/14/2025	Economic Incentive Payment 7	38,812.32
Department 43 - Incentives Total:				40,282.00
Department: 45 - 2019 Additional Sales Tax				
TTL Inc.	2146960b	03/10/2025	Downtown Streetscape Phase ...	3,221.10
Paint Spot	N0310479	03/04/2025	Heritage Museum - Gazebo Pa...	324.86
Infomedia Inc	388125	03/06/2025	Website Development - Econ...	10,875.00
Regions Bank	INV0026715	03/07/2025	2023 GF SERIES - March 2025	231,450.63
Lloyd Wood Education Center	INV0026751	03/07/2025	Educational Grants 2024-2025	5,000.00
Harris Lawn & Ground Mainte...	INV737	03/07/2025	Harris Lawn Demo - 1207 15th...	4,700.00
Navy Oaks Services LLC	1047	03/17/2025	Weed Abatement - 1206 Main...	1,440.00
Paint Spot	N0310622	03/10/2025	Heritage Museum Gazebo Pai...	188.99
TTL Inc.	2147933	03/13/2025	5th Street Improvements	6,817.48
TTL Inc.	2147936	03/13/2025	Downtown Streetscape Phase ...	3,796.40
Lowe's Home Centers Inc.	99159	03/13/2025	Heritage Museum - Floor Repa...	26.22
Paint Spot	N0310811	03/18/2025	Stain for Floor Repairs	32.99
Regions Bank	121648	03/24/2025	2023 Warrants - Annual Fee	1,925.00
Department 45 - 2019 Additional Sales Tax Total:				269,798.67
Department: 46 - Parks & Recreation				
Northport Sports Complex De... 11		03/25/2025	Northport Sports Developmen...	35,000.00
Spire	INV0026619	03/05/2025	1991 Park St 8485182955	784.56
SNAP Sports Tourism Consulti... 306		03/04/2025	SNAP Monthly Consulting Fee	3,200.00
Northwest Supply Co. Inc.	991187	03/04/2025	NPCC Sewer Cap Repair	9.76
One Source Office Products LLC	OE-QT-7201-1	03/18/2025	Janitorial Supplies - as needed ..	242.39
Spire	INV0027354	03/24/2025	1991 Park St 8485182955	218.11
Your Real Next Step	INV0027383	03/25/2025	Fiscal Year 2025 Community C...	3,100.00
Department 46 - Parks & Recreation Total:				42,554.82
Grand Total:				2,413,987.61

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	1,735,342.75
19 - GASOLINE EXCISE TAX FUND	5,153.36
50 - WATER & SEWER FUND	657,045.50
51 - WATER & SEWER DEVELOPMENT FEES FUND	16,446.00
Grand Total:	2,413,987.61

Account Summary

Account Number	Account Name	Payment Amount
01-10152	Accounts Receivable-AL...	15,606.68
01-13-100-50245	Development Funds - M...	1,000.00
01-13-101-50245	Development Funds - Dis...	500.00
01-13-102-50200	Travel & Training - Distri...	400.49
01-13-102-50245	Development Funds - Dis...	150.00
01-13-102-50421	Lodging - District 2	1,655.38
01-13-110-50312	Cell Phones	334.82
01-15-000-50102	Postage	2.07
01-15-000-50112	Advertising	1,500.00
01-15-000-50175	Sundry Expense	885.73
01-15-000-50210	Professional Services	12,933.11
01-15-000-50250	Community Events	52.22
01-15-000-50312	Cell Phones	249.60
01-15-000-50350	Insurance - General Fund	75.00
01-15-000-50357	Janitorial Contracts - City...	105.94
01-15-000-50359	Fuel & Oil	687.90
01-15-000-50366	Maintenance & Repair - ...	367.99
01-15-000-50383	Repair - Facilities	116.39
01-15-000-50456	Service Contracts	355.14
01-15-000-50501	Utilities - Power	5,059.59
01-15-000-50561	Pest Control	79.00
01-15-000-50570	Northport Community C...	2,204.75
01-15-000-50572	UCP Building	1,285.98
01-15-000-50573	Civitan Park	617.79
01-15-000-50590	Utilities - Other	427.47
01-15-600-70008	Series 2016 Warrants	78,866.67
01-15-600-70010	Series 2021 B Warrants	48,400.29
01-15-600-80001	Infrastructure	3,310.42
01-15-600-80008	Tiger Park	159.23
01-15-600-80009	Tiger Field	36,668.50
01-16-000-50010	Hiring & Recruitment Ex...	119.61
01-16-000-50102	Postage	22.15
01-16-000-50247	Outsourced Legal Servic...	9,888.00
01-16-000-50312	Cell Phones	227.77
01-17-000-50100	Dues	75.00
01-17-000-50102	Postage	119.37
01-17-000-50312	Cell Phones	47.08
01-17-000-50359	Fuel & Oil	186.79
01-17-000-50373	Judicial Services - Court ...	875.00
01-17-000-50499	State & County Court Co...	50,306.11
01-21007	Security Deposits	700.00
01-22-000-50106	Office Equipment	976.05
01-22-000-50108	Equipment - Computers...	13,641.50
01-22-000-50111	Software - License & Ma...	9,160.00
01-22-000-50210	Professional Services	150.00
01-22-000-50312	Cell Phones	361.35
01-22-000-50348	Utilities - Internet	14,039.44
01-22-000-50366	Maintenance & Repair	189.09
01-22-000-50376	Service Contracts	2,240.00

Account Summary

Account Number	Account Name	Payment Amount
01-25-000-50102	Postage	2,423.06
01-25-000-50105	Office Supplies	5.95
01-25-000-50111	Software - License & Ma...	1,204.00
01-25-000-50201	Audit Expense - Internal	14,443.84
01-25-000-50312	Cell Phones	233.79
01-25-000-50433	Taxpayer Business Audit...	562.50
01-26-000-50102	Postage	281.03
01-26-000-50113	Computer Software	15,671.00
01-26-000-50210	Professional Services	1,250.00
01-26-000-50239	Presentations & Awards	126.50
01-26-000-50267	Personnel Legal Expenses	1,600.00
01-28-000-50105	Office Supplies	289.49
01-28-000-50312	Cell Phones	963.91
01-28-000-50366	Maintenance & Repair - ...	8.72
01-28-116-50112	Advertising - Planning C...	235.35
01-28-117-50112	Advertising - ZBA	103.05
01-32-000-50102	Postage	2.22
01-32-000-50105	Office Supplies	168.37
01-32-000-50106	Office Equipment	96.92
01-32-000-50312	Cell Phones	631.07
01-32-000-50503	Utilities - Power - Traffic ...	484.90
01-32-000-50504	Power - Street Lights	28,421.33
01-32-600-80000	Equipment	104,562.20
01-32-600-80001	Infrastructure	27,115.64
01-32-600-81005	MPO - Main Avenue	2,154.40
01-32-600-81007	MLK Improvements	62,089.56
01-32-600-82002	Sports Complex Kentuck	416,616.47
01-33-000-50010	Hiring & Recruitment Ex...	46.59
01-33-000-50102	Postage	143.88
01-33-000-50105	Office Supplies	681.68
01-33-000-50108	Equipment - Computers...	1,099.60
01-33-000-50111	Software - License & Ma...	16,793.70
01-33-000-50269	Firearms	1,398.00
01-33-000-50283	Uniforms	627.45
01-33-000-50288	Uniform Accessories	1,136.90
01-33-000-50312	Cell Phones	3,411.64
01-33-000-50359	Fuel & Oil	14,668.73
01-33-000-50361	Maintenance - Public Saf...	202.50
01-33-000-50363	Maintenance Contracts -...	1,077.45
01-33-000-50367	Maintenance & Repair - ...	7,684.88
01-33-000-50368	Maintenance & Repair - ...	881.79
01-33-000-50378	Tactical Unit Gear	2,609.80
01-33-000-50379	Traffic Control Supplies	1,299.80
01-33-000-50382	Repair - Public Safety C...	456.05
01-33-000-50402	Training - Departmental	714.08
01-33-000-50422	Meals	131.27
01-33-000-50502	Utilities - Power	6,738.64
01-33-000-50515	Decedent Transport	1,725.00
01-33-000-50562	Pest Control	179.00
01-33-000-50563	Utilities - Power - Comm...	1,326.29
01-33-600-80000	Equipment	37,776.72
01-35-210-50010	Hiring & Recruitment Ex...	39.13
01-35-210-50105	Office Supplies	795.32
01-35-210-50111	Software - License & Ma...	1,422.00
01-35-210-50211	Professional Medical Ser...	4,950.00
01-35-210-50262	Hose and Hose Equipme...	402.19
01-35-210-50281	Non-Uniform Clothing	265.65
01-35-210-50283	Uniforms	6,417.25

Account Summary

Account Number	Account Name	Payment Amount
01-35-210-50288	Uniform Accessories	97.00
01-35-210-50297	Turn Out Gear	3,369.00
01-35-210-50308	Evidence Collection Supp...	0.00
01-35-210-50312	Cell Phones	87.91
01-35-210-50359	Fuel & Oil	2,982.91
01-35-210-50410	Maintenance & Repair - ...	2,475.44
01-35-210-50411	Maintenance & Repair - ...	1,472.36
01-35-210-50413	Maintenance & Repair - ...	8.83
01-35-210-50415	Maintenance & Repair - ...	132.02
01-35-210-50424	Hazardous Materials Gear	177.54
01-35-210-50500	Utilities - Power	3,253.50
01-35-210-50560	Pest Control	286.00
01-35-212-50380	Repairs - Station 2	74.50
01-35-213-50257	Hand Tools & Equipment...	258.82
01-35-213-50279	Living Quarters Supplies -...	134.23
01-35-213-50380	Repairs - Station 3	37.70
01-35-213-50434	Janitorial Supplies - Stati...	352.49
01-35-214-50434	Janitorial Supplies - Stati...	178.40
01-35-217-50227	Equipment - Engine 3	60.76
01-35-221-50227	Equipment - Rescue 1	4.77
01-35-221-50242	Medical Supplies - Engin...	1,073.56
01-35-223-50242	Medical Supplies - Rescue	1,148.43
01-35-224-50227	Equipment - Rescue 4	13.95
01-37-310-50010	Hiring & Recruitment Ex...	181.63
01-37-310-50102	Postage	2.76
01-37-310-50105	Office Supplies	562.83
01-37-310-50112	Advertising	69.75
01-37-310-50238	Personal Safety Supplies ...	10.50
01-37-310-50261	Uniform Shirts, Pants, &...	10,921.69
01-37-310-50265	Boots	9,694.41
01-37-310-50277	Janitorial Supplies	174.39
01-37-310-50303	Cleaning/Janitorial Suppl...	452.06
01-37-310-50305	Contract Services	1,085.19
01-37-310-50312	Cell Phones	2,326.94
01-37-310-50337	Cleaning/Janitorial Suppl...	426.20
01-37-310-50356	Cleaning/Janitorial Suppl...	668.85
01-37-310-50359	Fuel & Oil	17,243.49
01-37-310-50400	Training	56.25
01-37-310-50442	Mosquito Spraying Chem..	3,476.28
01-37-310-50451	Solid Waste Authority C...	37,495.04
01-37-310-50473	Auxiliary Services Suppli...	2,083.51
01-37-310-50500	Utilities - Power	4,251.00
01-37-310-50503	Power - Traffic Signals	3,042.77
01-37-310-50520	Utilities - Natural Gas	2,362.52
01-37-310-50560	Pest Control	79.00
01-37-311-50221	Hand Tools - Beautificati...	79.98
01-37-311-50234	Supplies - Beautification	412.16
01-37-311-50238	Personal Safety Supplies ...	25.98
01-37-311-50387	Supplies - Community Ev...	1,802.56
01-37-312-50234	Supplies - Construction	2,265.05
01-37-312-50238	Personal Safety Supplies ...	97.40
01-37-313-50234	Supplies - Garbage	84.01
01-37-313-50238	Personal Safety Supplies ...	310.28
01-37-314-50221	Hand Tools - Maintenanc...	251.69
01-37-314-50234	Supplies - Maintenance	35.67
01-37-314-50238	Personal Safety Supplies ...	499.15
01-37-315-50227	Equipment - Rights of W...	1,572.49
01-37-315-50234	Supplies - Rights of Way	1,034.91

Account Summary

Account Number	Account Name	Payment Amount
01-37-315-50238	Personal Safety Supplies ...	138.88
01-37-316-50221	Hand Tools - Shop	882.85
01-37-316-50227	Equipment - Shop	3,225.24
01-37-316-50234	Supplies - Shop	3,905.06
01-37-316-50238	Personal Safety Supplies ...	10.50
01-37-317-50234	Supplies - Trash	84.01
01-37-317-50238	Personal Safety Supplies ...	310.28
01-37-318-50360	Maintenance - Public W...	6.82
01-37-318-50380	Repairs - Public Works B...	196.42
01-37-320-50360	Maintenance - Garbage ...	5,445.68
01-37-320-50380	Repairs - Garbage Trucks	5,180.13
01-37-321-50380	Repairs - Heavy Equipm...	316.44
01-37-322-50380	Repairs - Heavy Trucks	-62.83
01-37-323-50360	Maintenance - Trash Tru...	394.48
01-37-323-50380	Repairs - Trash Trucks	3,400.26
01-37-324-50380	Repairs - Light Duty Vehi...	467.88
01-37-326-50360	Maintenance - Mowers ...	334.25
01-37-326-50380	Repairs - Mowers & Light..	962.65
01-37-328-50234	Supplies - Traffic	8.75
01-37-328-50238	Personal Safety Supplies ...	12.99
01-37-330-50360	Maintenance - Shirley Pl...	19.62
01-37-331-50234	Supplies-Recycling	77.25
01-37-331-50238	Personal Safety Supplies...	109.89
01-37-331-50380	Repair - Recycling Trucks	582.16
01-37-350-50360	Maintenance - Misc Pro...	63.27
01-37-600-80004	Grant Assets	65,295.08
01-37-600-80006	Public Works Building R...	20,239.00
01-40000	Business License	11,015.40
01-40-000-50500	Utilities - Power - Willia...	33.06
01-40001	City Sales Taxes	1,678.34
01-40008	Lodging Taxes	109.64
01-40021	Zoning Request & Petiti...	327.76
01-40060	Lien Payment Revenues	445.00
01-40241	Reimbursements - Plann...	250.00
01-40242	Reimbursements - Plann...	25.00
01-41-000-50812	EMA Annual Funding	18,166.83
01-43-000-60903	MANSA-NPT, LLC	38,812.32
01-43-000-60904	Alabama Donuts, LLC	1,469.68
01-45-000-54007	Series 2023 Warrants	233,375.63
01-45-000-54101	Nuisance Abatement	6,140.00
01-45-000-54203	Educational Grants	5,000.00
01-45-000-54306	5th Street Improvements	6,817.48
01-45-000-54312	Strategic Communication	10,875.00
01-45-000-54407	Heritage Museum	573.06
01-45-600-54201	Downtown Streetscape	7,017.50
01-46-000-50210	Professional Services	38,200.00
01-46-000-50570	Northport Community C...	3,352.15
01-46-000-50575	Visitor's Center	1,002.67
19-32-000-60062	Resurfacing Projects - City	5,153.36
50-39-510-50010	Hiring & Recruitment Ex...	94.53
50-39-510-50102	Postage	39.64
50-39-510-50104	Printing & Duplication	58.81
50-39-510-50105	Office Supplies	15.91
50-39-510-50106	Office Equipment	10.88
50-39-510-50111	Software - License & Ma...	592.50
50-39-510-50261	Contract Shirts and Pants	4,486.63
50-39-510-50305	Contract Services	800.37
50-39-510-50312	Cell Phones	1,498.04

Account Summary

Account Number	Account Name	Payment Amount
50-39-510-50359	Fuel & Oil	13,445.60
50-39-510-50376	Service Contracts	592.08
50-39-510-50392	Maintenance - Vehicles	27.96
50-39-510-50394	Repairs - Heavy Equipm...	3,798.92
50-39-510-50396	Repairs - Vehicles	639.87
50-39-510-50403	Training - Technical	1,141.25
50-39-510-50420	Travel	60.18
50-39-510-50460	Maintenance - Light Duty..	589.15
50-39-510-50461	Repairs - Light Duty Equi...	44.98
50-39-510-50500	Utilities - Power	79,170.41
50-39-510-50520	Utilities - Natural Gas	18.77
50-39-510-50550	Pest Control	177.00
50-39-510-50590	Utilities - Other	2,006.70
50-39-511-50102	Postage	89.72
50-39-511-50106	Office Equipment	78.38
50-39-511-50201	Audit Expense	3,610.96
50-39-511-50336	Repairs	244.79
50-39-511-50470	Billing Services	9,975.77
50-39-512-50106	Office Equipment	2.42
50-39-512-50214	Professional Engineering...	819.80
50-39-512-50238	Safety Supplies	40.46
50-39-512-50313	Laboratory Supplies	796.46
50-39-512-50336	Repairs	237.51
50-39-512-50360	Maintenance	658.24
50-39-512-50454	Testing & Professional S...	4,218.52
50-39-513-50214	Professional Engineering...	950.00
50-39-513-50238	Safety Supplies	41.92
50-39-513-50300	Chemicals	8,499.33
50-39-513-50309	Hand Tools and Equipm...	173.04
50-39-513-50313	Laboratory Supplies	377.25
50-39-513-50323	Sludge Disposal	23,045.79
50-39-513-50336	Repairs	3,467.00
50-39-513-50360	Maintenance	1,671.43
50-39-513-50454	Testing & Professional S...	957.20
50-39-514-50309	Hand Tools and Equipm...	1,626.31
50-39-514-50321	Safety Equipment	59.27
50-39-514-50388	Maintenance - Distributi...	4,593.37
50-39-514-50430	Equipment Rental	603.93
50-39-514-50431	Construction & Repair S...	10,138.81
50-39-514-50453	System & Infrastructure ...	9,200.00
50-39-514-50473	Inventory Supplies	761.76
50-39-515-50309	Hand Tools and Equipm...	13.95
50-39-600-70008	Series 2016 Warrants	24,187.50
50-39-600-70010	Series 2021 A Warrants	146,320.67
50-39-600-80000	Equipment	27,038.00
50-39-600-80001	Infrastructure	6,780.30
50-39-600-81508	PS#2 Gravity Main/New...	10,984.00
50-39-600-81602	ARPA WTP Hypochroite/...	222,352.77
50-39-600-81702	Utility Relocation - Hwy ...	23,018.40
50-40114	Bad Debt Collections	100.29
51-39-600-70010	Series 2021 A Warrants	16,446.00
Grand Total:		2,413,987.61

Project Account Summary

Project Account Key	Payment Amount
None	2,413,987.61
Grand Total:	2,413,987.61



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

AGENDA ITEM NO. 9.c.3.

MEETING DATE: April 7, 2025

SUBJECT: Purchase Requisition, Asphalt Repair at 20th St & 18th Ave, P & M Paving, LLC., \$7,125.00

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 P & M Paving, LLC., in the amount of \$7,125.00, is to repair asphalt at 20th Street and 18th Avenue where the Utilities Department repaired a water leak.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-514-50453 Amount: \$7,125.00

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$7,125.00 to P & M Paving, LLC.

P&M Paving, Inc.
Keith Price
Phone: (205) 758-5227 Cell: (205) 799-5129

14692 Smokehouse Rd.
Ralph, AL 35480

This Proposal Must be Signed and Returned Prior to Start Date

Submitted To:	City of Northport
Date:	March 6, 2025
Attn:	Jonathon Nixon
Address:	3521 3 rd St. S., Northport, AL 35476
Phone:	(205) 342-3636
Email:	jnixon@cityofnorthport.org

Work To Be Performed

* RE: Patching road cut at intersection of 20th St. and 18th Avenue, Northport, Alabama

Dig out 3" of existing base; replace with 3" of ALDOT
424A seal asphalt; approx. 58 sq. yd.

Total Amount: \$7,125.00

Estimate Contractual Agreement

We agree to furnish all materials and labor necessary to complete the work specified. (*See Above Itemization*)

Upon receipt of invoice, payment to be made as follows: Check payable to P& M Paving. Invoices not paid in full within 30 days of completion are subject to a verified statement of lien, to include finance charges and collection costs. This document serves as your notice of intent to file a lien.

All material is guaranteed as specified above. All work is to be completed in a workmanlike manner according to standard. Any alterations or deviations from the specified work involving extra costs will be executed only upon written orders and will become an additional charge over and above this proposal. All agreements are contingent upon delays beyond our control. Owner to carry fire, tornado and other necessary insurances. Our workers are covered by Workmen's Comp Insurance.

This Proposal may be withdrawn by us if not accepted within 30 days or due to rapidly inflating prices.

Authorized Signature: _____

For acceptance of this proposal and your authorization for us to begin the job above,
please sign the acceptance of proposal below.

Acceptance of proposal: the prices, specifications and conditions are satisfactory and hereby accepted. You are hereby authorized to do the work as outlined above. Payment will be made as agreed upon above.

Signature: _____

Date of Acceptance: _____

CIVIL*WORKX*

Construction, LLC

TRANSMITTAL SHEET

TO:	FROM:
Ms. Cynthia Davis	Matt Caddis, PE

COMPANY:	DATE:
City of Nport – Utilities	3/17/25

Phone 205-210-1449

Asphalt Utility Patching

- 1) 20th St. & 18th Ave \$8,600.00
 - a) Includes saw cutting, milling tie in edges to straighten up area, removal of existing stone, and patching area with 2" of binder and 1" of wearing asphalt.
 - b) This will be installed with an asphalt spreader, not by hand. This will insure a nice and smooth looking patch.

731 Bear Creek Rd. East
Tuscaloosa, AL 35405
Phone 205-792-9479
Email- caddis22@yahoo.com



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

AGENDA ITEM NO. 9.c.4.

MEETING DATE: April 7, 2025

SUBJECT: Purchase Requisition, Tyler Technologies Financial Software Annual Billing, \$61,713.56

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: Whitney Bostick

Approved By: Darren McGee

Summary:

This is for invoice 025-501858. This is for Tyler Technologies ERP Pro 10, the city's financial software. This is an annual expense and is a budgeted item.

Recommendation:

It is recommended that the council approve this request.

Funding Source/GL Code:

GL Code No. 01-25-000-50111 Amount: \$61,713.56

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$61,713.56 to 01-25-000-50111.



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

AGENDA ITEM NO. 9.c.5.

MEETING DATE: April 7, 2025

**SUBJECT: Purchase Requisition, Utilities Employee Boots, Ervin's Workwear & Boots,
\$6,930.60**

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Allison Martin

Approved By: John Webb

Summary:

The purchase requisition to Ervin's Workwear & Boots, in the amount of \$6,930.60, is for boots for the Utilities Department employees.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 50-39-510-50265 Amount: \$6,930.60

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$6,930.60 to Ervin's Workwear & Boots.



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

AGENDA ITEM NO. 9.c.6.

MEETING DATE: April 7, 2025

SUBJECT: Purchase Requisition, Public Works Mechanic Shop Diagnostic Software Annual Subscription; Mitchell1, \$5,424.46

Unfinished Business:

New Business:

Consent Agenda: X

Public Hearing:

First Reading:

Second Reading:

Prepared By: C.C. Thompson

Approved By: Brooke Starnes

Summary:

The Public Works Mechanic Shop uses Diagnostic Software provided by Mitchell1 to identify problems and review real-time repair information. This tool is critical for the Shop to operate efficiently and is what our mechanics have used for several years. We are respectfully requesting approval to renew our annual subscription for the total cost of \$5,424.46.

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-37-310-50101 Amount: \$5,424.46

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,424.46 to Mitchell1.



The First Choice of Automotive Professionals

Ship to 3039935
CITY OF NORTHPORT PUBLIC WORKS
BRAD HAMNER
1781 HARPER RD
PO BOX 569
NORTHPORT, AL 35476

QUOTE - 3/26/2025

Product Description	Quantity	Original Price	Total Price
ProDemand	1	\$2,004.46	\$2,004.46
TruckWorks Plus	1	\$3,420.00	\$3,420.00

Tax:	0.00%
------	-------

Total Cash Price (No Tax)	\$5,424.46
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RENEWAL

DATES 5/1/25 TO 4/30/26

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**“ProDemand
is the ONE source I need for OEM
information and real-world solutions.”**

Get to the Fix Faster With Confidence

Things move fast in an auto repair shop. So, you need auto repair information tools that work like you do – a powerful software solution that will steer you in the right direction for an accurate diagnosis and faster repair. A single lookup in **ProDemand™** will get you there. As the gold standard in auto repair information, ProDemand provides complete OEM information and exclusive real-world expert knowledge to help you work faster and smarter.

SureTrack®, the diagnostic information resource inside ProDemand, delivers Real Fixes based on a database of over 1 billion actual repairs completed by professional technicians. Once you’ve got your diagnosis, it’s simple to write an estimate and access all the OEM factory-sourced service information to complete the repair.

With the advanced **1Search™ Plus** feature, SureTrack information is fully integrated with the OEM information, making your diagnosis and repair as simple as one lookup. You’ll quickly find related Technical Service Bulletins (TSBs), Real Fixes, specifications, component test information, color wiring diagrams, and removal/replace procedures brought back together for ease of navigation. ProDemand is the most trusted source of complete OEM and real-world information, integrated together, from one provider.

ProDemand helps make your job easier. That’s not only efficient, it’s just plain smart.

Features that help maximize your shop's productivity

► 1Search Plus

To improve your information lookup, 1Search Plus returns information in a unique graphical layout aligned with the way a technician thinks about diagnosis and repair. OEM and real-world information are fully integrated, reducing your navigation time. All results are returned in specific categories, leading you directly to the information you want and cutting out the clutter.

► Advanced Interactive Wiring Diagrams

Navigate directly to component information without a secondary lookup. Component names shown in the wiring diagrams are active links that take you straight to the information you need — like location, connector views and replacement procedures.

► ADAS – Driver Assist

ProDemand makes it quick and easy to diagnose, calibrate and repair vehicles equipped with Advanced Driver Assistance Systems (ADAS) features. Simply select a vehicle and click the Driver Assist | ADAS quick link button, and you have immediate access to a table that consolidates all the ADAS information.

► Quick Links

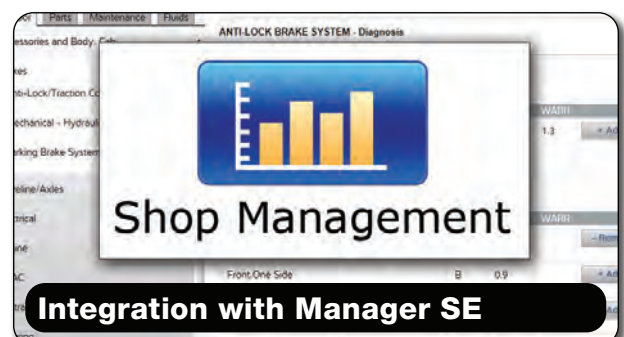
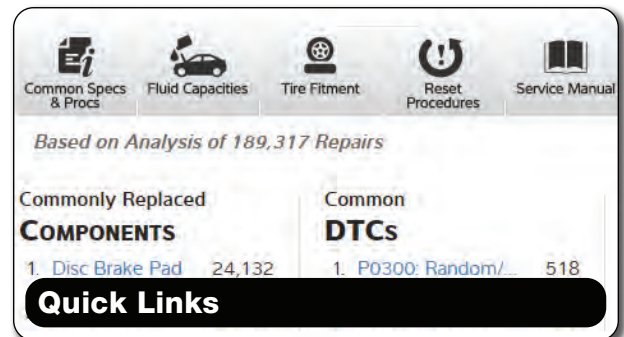
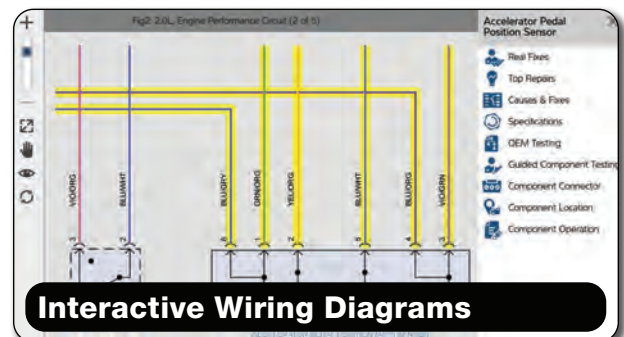
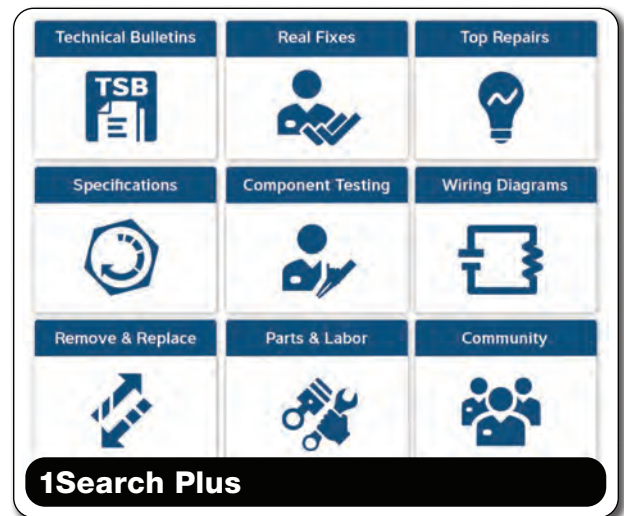
Quickly navigate to the most popular content in ProDemand, including fluids, tire fitment, reset procedures, wiring diagrams, component tests and locations, Diagnostic Trouble Codes (DTCs) and TSBs.

► Top 10 Dashboard

With this exclusive feature, ProDemand provides a powerful head start to an accurate diagnosis, based on collective knowledge from millions of actual repairs and insight from professional technicians. With every lookup, ProDemand organizes the most common issues for the current vehicle into an easy-to-use list arranged by category, including components, codes, symptoms and lookups in ProDemand.

► Estimating Integrated With Manager™ SE

Build accurate, profitable estimates quickly and easily with seamless integration with Manager SE – the industry's leading shop management software that generations of shop owners trust to track and manage all aspects of their operations.



SURETRACK

The ultimate diagnostic resource

SureTrack is the auto repair industry's most comprehensive source of expert knowledge for professional technicians, and it's included at no additional cost with your ProDemand subscription. Combining real-world diagnostic experience with repair time-savers and powerful diagnostic tools, SureTrack helps you diagnose and repair vehicles more accurately and efficiently than ever before.

► Integrated With OEM Repair Information

OEM and real-world content are provided at the same time, delivering all your answers in one place.

► Top Repairs

Start your diagnosis with insights from the most common procedures for the selected vehicle based on code, symptom, component and mileage.

► Real Fixes

Find the fix with expert-based knowledge captured from over 1 billion completed repairs and real-world tips from professional technicians.

► Component Test Information

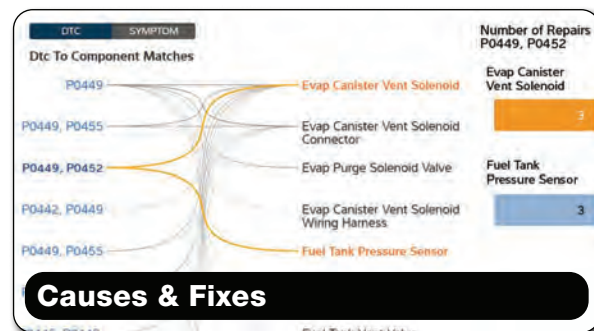
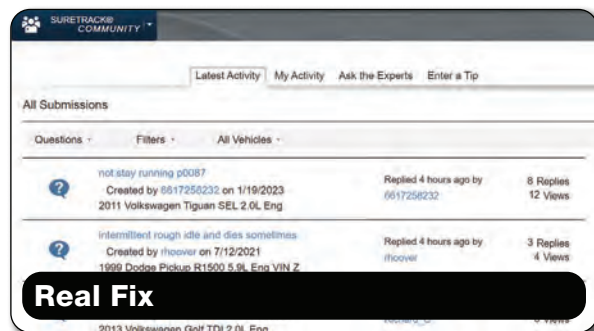
Component operation, location, best test location, connector end views and test procedures provide all the information needed to verify if the component is operating properly or failing.

► Causes & Fixes

A color-coded graph shows the relationship between codes and symptoms to components, making it easier to diagnose multiple codes returned together.

► Community of Technicians

You're likely not the first person to come across that difficult-to-diagnose code or symptom. Use the SureTrack Community as a collaborative tool to ask a question to automotive experts to help you move forward.



MORE FROM MITCHELL 1

Complete information tools to drive efficiency and profits

Manager™ SE — As the industry standard for auto repair shop management, Manager SE helps mechanical shops streamline workflow and track activity from estimate to invoice. With the largest choice of electronic parts catalogs (including tires), an interactive Work-in-Progress dashboard and over 180 integrated reports, Manager SE provides a 360° view of the entire operation so you can manage every aspect of your business more efficiently and profitably.

Powerful options to supercharge Manager SE

ProSpect™ — Greet customers with a convenient portable vehicle check-in and inspection solution, integrated with Manager SE.

MessageCenter — Adds seamlessly integrated two-way texting inside Manager SE, so you never have to leave Manager SE screens.

Truck Edition — Upgrades Manager SE to include Class 4-8 models for medium and heavy-duty trucks.

SocialCRM — Grow your business with the latest shop marketing tools and a personal marketing support agent who will help customize and manage your campaigns for maximum success. Services include targeted promotions, verified consumer reviews, customer engagement programs, mobile-friendly email campaigns and social media marketing. Our LocalSearch service adds a professional business website and premium features to help make your business more visible online to help attract and retain customers.





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

AGENDA ITEM NO. 9.c.7.

MEETING DATE: April 7, 2025

SUBJECT: Purchase Requisition, City-Wide WiFi renewal, BION Security, \$29,696.50

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 BION Security for Aerohive Extreme Cloud IQ support. This is a 3-year renewal of the software licensing, phone and software support, and hardware replacement for the city's wireless connection. This is a budgeted expense. Requisition No. 252375.

Recommendation:

Approval of the consent agenda will approve this request.

Funding Source/GL Code:

GL Code No. 01-22-000-50111 Amount: \$29,696.50

Motion for Consideration:

Approval of the Consent Agenda will approve this expense for \$29,696.50 to Bion Security.

Estimate



ADDRESS

Scott Murphy
 City Of Northport
 PO BOX 569
 Northport, Alabama 35476

SHIP TO

Scott Murphy
 City Of Northport
 PO BOX 569
 Northport, Alabama 35476

ESTIMATE #	DATE	
1267	03/31/2025	

REFERENCE

PD & City Hall Ext AP Refresh 2

DATE	ACTIVITY	QTY	RATE	AMOUNT
	AP305C-FCC	41	709.00	29,069.00
	Aerohive - ExtremeCloud IQ: Indoor WiFi6 AP 2x2 Radios with Dual 5GHz and 1x1GbE Port Integrated Light/Power Sensors & BLE/Zigbee AI/ML Green Mode Internal Antennas Built-In Ceiling Mounts Inclu			
	XIQ Pilot SaaS EW SaaS Support	41	450.00	18,450.00
	XIQ Pilot SaaS EW SaaS Support - ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for One (1) Device This Term: 1095 Days			
	EW TAC OS, 3YR, (AP305C- FCC)	41	90.00	3,690.00
	EW TAC OS AP305C-FCC			
	Sales item	1	-25,604.50	-25,604.50
	Promotional Price AP305C			
	AP3000-WW	4	900.00	3,600.00
	Indoor Dual Radio Wi-Fi 6E AP 2.4 GHz and 5 GHz or 5GHz and 6GHz Multirate Port Internal Antennas BLE/Zigbee Includes AH- ACC-BKT-AX-TB Mounting Bracket Domain: World SKU			
	Hardware Discount	4	-391.00	-1,564.00
	BION hardware discount			
	XIQ-3Yr	4	450.00	1,800.00
	XIQ Pilot SaaS, EW SaaS Support - 1095 Days			
	Hardware Discount	4	-67.50	-270.00
	BION hardware discount			
	97000-AP3000-WW	4	90.00	360.00
	EW Software & TAC - AP3000-WW This Term: 1095 Days			
	Hardware Discount	4	-17.50	-70.00
	BION hardware discount			

Terms & Conditions

Purchase orders can be emailed to info@bionsecurity.com.

Net 30 days unless otherwise approved by "BION Security LLC."

BION Security accepts Mastercard, Visa, and American Express Credit Cards on all transactions under \$75,000.00.

41 new AP305C & 4 AP3000s to replace current April contract (AP250s) and enhance Wifi at PD & City Hall - 3 yr term	SUBTOTAL	29,460.50
	SHIPPING	236.00
	TOTAL	\$29,696.50

Accepted By

Accepted Date



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

AGENDA ITEM NO. 9.c.8.

MEETING DATE: April 7, 2025

SUBJECT: Purchase Requisition, Civitan Park Playground Barrier, Playground Outfitters, \$5,442.97

Unfinished Business:

Public Hearing:

New Business:

First Reading:

Consent Agenda: X

Second Reading:

Prepared By: Malorie Mixon

Approved By: Tera Tubbs

Summary:

Playground Barrier for Civitan Park

Recommendation:

Approve

Funding Source/GL Code:

GL Code No. 01-15-600-80003 Amount: \$5,442.97

Motion for Consideration:

Approval of the Consent Agenda will approve this expense in the amount of \$5,442.97 to Playground Outfitters.



405 Golfway West Dr
#101, St. Augustine,
FL 32095
United States

Sales Representative

info@playgroundoutfitters.com

QUOTE #: QN001115

CREATED DATE: 31st Mar 2025

EXPIRED DATE: 25th Apr 2025

CITY OF NORTHPORT

Bill To

Brad Hamner
1781 Harper Rd.
Northport Alabama 35476
United States

Ship To

Brad Hamner
1781 Harper Rd.
Northport Alabama 35476
United States

Contact

Brad Hamner
6592390408
bhamner@cityofnorthport.org

		Price	Qty	Discount	Total
	SKU: 2BY2HR8 2by2 Playground ADA Half Ramp Model: 8-inch Notes:	\$379.00	3	9.00%	\$1,034.67
	SKU: 2BY2408 Border Timber with Spike - 8" Tall for 2by2 Playground Borders Notes:	\$32.00	125	25.00%	\$3,000.00

Quote Totals

Total Price \$5,137.00

Total Discount \$1,102.33

Shipping(Freight W/ Lift
Gate (When
Applicable)) \$1,408.30

Tax \$0.00

Grand Total \$5,442.97

Thank you for your Business!

If you have any questions , please contact us at
info@playgroundoutfitters.com

Notes

Thank you for your quote request! If you have any further questions, please email me at info@playgroundoutfitters.com or give me a call 904-417-6126 and I am more than happy to speak with you!

If you are ready to place your order, please click the pay now button to CONFIRM your order and enter the necessary billing and shipping info. Your order will not be processed until this step is completed.

Terms and Conditions

Already Added Liftgate to Quote

Please remember that upon delivery you are responsible for offloading your equipment. To aid in this, I have added a liftgate to your quote. You must still be present for the delivery. Please let me know if you do not want a liftgate and I will remove it from your quote for you. Removing the liftgate may or may not change the price of your quote.



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

AGENDA ITEM NO. 11.b.1.

MEETING DATE: April 7, 2025

SUBJECT: Second Reading, Ordinance Authorizing the Mayor to enter a Non-Exclusive Franchise Agreement with Fiber Utility Network Inc. DBA Alabama Fiber Network

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

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:

Adopt the Ordinance

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt 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 7th day of April, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 7th day of April, 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: Aiken
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 [REDACTED] 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. 11.b.2.

MEETING DATE: April 7, 2025

SUBJECT: Second Reading, Ordinance authorizing the Mayor to enter a Franchise Agreement with Southern Light, LLC

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading: X

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:

Adopt the Ordinance

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt 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 7th day of April, 2025.

**CITY COUNCIL OF THE
CITY OF NORTHPORT**

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb, City Administrator

APPROVED this the 7th day of April, 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: Wiggins
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
3500 McFarland Blvd.
Northport, Alabama 35476

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

Southern Light, LLC

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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

AGENDA ITEM NO. 11.b.3.

MEETING DATE: April 7, 2025

SUBJECT: Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 4929 Emerald Bay Drive

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Please find attached a proposed resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 4929 Emerald Bay Drive. The nuisance was abated at the City's effort and expense, and the property owner has failed to reimburse the City after multiple notices of the nuisance and abatement.

Recommendation:

Approve the attached resolution

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt the resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 4929 Emerald Bay Drive, Northport, Alabama.

RESOLUTION NO. 25-

RESOLUTION FIXING THE COST OF NUISANCE WEED ABATEMENT AND AUTHORIZING THE FILING OF A LIEN FOR PROPERTY LOCATED AT 4929 EMERALD BAY DRIVE

WHEREAS, the person last assessed for the property taxes at property located at 4929 Emerald Bay Drive, Northport, Alabama, is Larry W. Miller and Vicki L. Miller as recorded in Deed Book 2005, Page 21117, more particularly described as:

All of Lot No. 39 of Block "G" of Northwood No. 10, a map or plat of which subdivision is recorded in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 9, at Page 78, reference to the record of said plat being here made in aid of and as a part of this description, and also all rights in the Northwood Lake and Northwood Lake Club.

Also known as Parcel ID No. 63-31-02-03-2-006-019.000

WHEREAS, nuisance weeds on the property have been abated by the effort and expense of the City of Northport pursuant to Chapter 42, Article VII. (Weed Control) of the Northport City Code of Ordinances and Section 11-67-80, Code of Alabama (1975), as amended; and,

WHEREAS, the cost of said abatement is \$1,725.00 and the cost of all legal advertising related thereto is \$35.10; and

WHEREAS, the cost of abatement and legal advertising shall, upon confirmation by the City Council, constitute a weed lien against the various parcels of land from which the nuisance was abated, pursuant to Section 11-67-66, Code of Alabama (1975), as amended.

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

1. That the cost of the abatement of nuisance weeds and legal advertising for the property located at 4929 Emerald Bay Drive, Northport, Alabama, as recorded in Deed Book 2005, Page 21117, is hereby fixed at \$1,760.10.
2. That the amount shall hereinafter be referred to as a "weed lien," and shall be turned over to the county tax collector for collection.
3. That the Northport City Council will hold a public hearing on the 7th day of April 2025 at 5:30 p.m. in the Council Chambers at the Northport City Hall for the property listed herein.
4. This resolution shall become effective immediately upon its passage or otherwise becoming law.

RESOLVED AND DONE THIS 7th DAY OF APRIL, 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: April 7, 2025
Motion By:
Second By:



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

CITY OF NORTHPORT

CERTIFICATION OF RECORD

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

Resolution 25-_____ Entitled: Resolution fixing the cost of a nuisance weed abatement and authorizing the filing of a lien for property located at 4929 Emerald Bay Drive

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

I further certify that the said original was duly adopted by the Northport City Council in public session on April 7, 2025, a quorum being present, as recorded in the official minutes of the City Council.

Certified this _____ day of _____, 2025.

S E A L

Glenda D. Webb
City Administrator/Clerk



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

AGENDA ITEM NO. 11.b.4.

MEETING DATE: April 7, 2025

SUBJECT: Resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1005 Princeton Place

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Kim Braughton

Approved By: Ron Davis

Summary:

Please find attached a proposed resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1005 Princeton Place. The nuisance was abated at the City's effort and expense, and the property owner has failed to reimburse the City after multiple notices of the nuisance and abatement.

Recommendation:

Approve the attached resolution

Funding Source/GL Code:

GL Code No. N/A

Motion for Consideration:

I move to adopt the resolution fixing the cost of nuisance weed abatement and authorizing the filing of a lien for property located at 1005 Princeton Place, Northport, Alabama.

RESOLUTION NO. 25-

RESOLUTION FIXING THE COST OF NUISANCE WEED ABATEMENT AND AUTHORIZING THE FILING OF A LIEN FOR PROPERTY LOCATED AT 1005 PRINCETON PLACE

WHEREAS, the person last assessed for the property taxes at property located at 1005 Princeton Place, Northport, Alabama, is Secretary of Housing and Urban Development as recorded in Deed Book 2025, Page 1075, more particularly described as:

Lot 211 of Vestavia Hills No. 7, a map of plat of which is recorded in Plat Book 11, at Page 118 in the Probate Office of Tuscaloosa County, Alabama, reference to said map or plat being hereby made in aid of and as a part of this description. Commonly known as: 1005 Princeton Place, Northport, AL 35473

Also known as Parcel ID No. 63-31-02-03-4-005-007.000

WHEREAS, nuisance weeds on the property have been abated by the effort and expense of the City of Northport pursuant to Chapter 42, Article VII. (Weed Control) of the Northport City Code of Ordinances and Section 11-67-80, Code of Alabama (1975), as amended; and,

WHEREAS, the cost of said abatement is \$1,670.00 and the cost of all legal advertising related thereto is \$35.10; and

WHEREAS, the cost of abatement and legal advertising shall, upon confirmation by the City Council, constitute a weed lien against the various parcels of land from which the nuisance was abated, pursuant to Section 11-67-66, Code of Alabama (1975), as amended.

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

1. That the cost of the abatement of nuisance weeds and legal advertising for the property located at 1005 Princeton Place, Northport, Alabama, as recorded in Deed Book 2025, Page 1075, is hereby fixed at \$1,705.10.
2. That the amount shall hereinafter be referred to as a "weed lien," and shall be turned over to the county tax collector for collection.
3. That the Northport City Council will hold a public hearing on the 7th day of April 2025 at 5:30 p.m. in the Council Chambers at the Northport City Hall for the property listed herein.
4. This resolution shall become effective immediately upon its passage or otherwise becoming law.

RESOLVED AND DONE THIS 7th DAY OF APRIL, 2025.

CITY COUNCIL OF THE CITY OF NORTHPORT

BY: _____
Christy Bobo, Its President

ATTEST:

Glenda D. Webb
City Administrator

Reading: April 7, 2025
Motion By:
Second By:



Mayor • Dr. John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

CITY OF NORTHPORT

CERTIFICATION OF RECORD

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

Resolution 25-_____ Entitled: Resolution fixing the cost of a nuisance weed abatement and authorizing the filing of a lien for property located at 1005 Princeton Place

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

I further certify that the said original was duly adopted by the Northport City Council in public session on April 7, 2025, a quorum being present, as recorded in the official minutes of the City Council.

Certified this _____ day of _____, 2025.

S E A L

Glenda D. Webb
City Administrator/Clerk



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

AGENDA ITEM NO. 11.d.1.

MEETING DATE: April 7, 2025

SUBJECT: Jakes Juke Joint Inc - ABC License

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Whitney Bostick

Approved By: Gerald Burton

Summary:

An application was made to the City of Northport for a Restaurant Retail Liquor ABC license for Jakes Juke Joint Inc.

Pursuant to the investigation of Jake French of Tuscaloosa, AL:

Jakes Juke Joint

5675 Hwy 43 N

Northport, AL 35473

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

Recommendation:

It is recommended that the council approve this application.

Funding Source/GL Code:

Motion for Consideration:



Mayor • John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

To: The Alabama Alcoholic Beverage Control Board

Jakes Juke Joint Inc

5675 Hwy 43 N

located at
Northport, Alabama **35473**

submitted an application to the City of Northport, Alabama for the following type(s) of
license(s): **020 - Restaurant Retail Liquor**

Said application was

☒ Approved

☐ Disapproved

I certify the above is an official action of the Northport City Council at their

☒ regular ☐ special meeting held on **April 7, 2025**

Glenda D. Webb
City Administrator

4/8/2025

Date



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

AGENDA ITEM NO. 11.d.2.

MEETING DATE: April 7, 2025

SUBJECT: Tuscaloosa County Preservation Society Inc. - ABC License, Progressive Dinner

Unfinished Business:

Public Hearing: X

New Business:

First Reading:

Consent Agenda:

Second Reading:

Prepared By: Whitney Bostick

Approved By: Gerald Burton

Summary:

An application was made to the City of Northport for an ABC Temporary Non-Profit Special Event Retail License for the 2025 Progressive Dinner that will be held on May 8, 2025. This is a one-day event that will be held at Shirley Place.

Pursuant to the investigation of William Hawkins of:

2025 Progressive Dinner

512 Main Ave

Northport, AL 35476

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

Recommendation:

It is recommended that the council approve this application.

Funding Source/GL Code:

GL Code No. Amount: \$

Motion for Consideration:



Mayor • John Hinton

Council Members

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • Karl Wiggins

District 4 • Jamie Dykes

District 5 • Anwar Aiken

City Administrator • Glenda D. Webb

To: The Alabama Alcoholic Beverage Control Board

Tuscaloosa County Preservation Society Inc. dba Progressive Dinner located at
512 Main Ave Northport, Alabama 35476

submitted an application to the City of Northport, Alabama for the following type(s) of
license(s): Temporary Non-Profit Special Event Retail License.

Said application was

☒ Approved

☐ Disapproved

I certify the above is an official action of the Northport City Council at their

☒ regular ☐ special meeting held on April 7, 2025.

Glenda D. Webb
City Administrator

4/8/2025

Date